

# BAHOON COMPANY LIMITED

L. Mkwawa Street, Dar es Salaam, Tanzania  
P. P.O. Box 80504 Dar es Salaam, Tanzania  
T. 255 766 373 666  
E. 32231437@qq.com

REF: BCL/15-LUGWADU/ADM/2025

09<sup>th</sup> October, 2025

To:

The Executive Director,  
The Tanzania Investment and Special Economic Zones Authority (TISEZA)  
P.O. Box 938, Golden Jubilee Tower,  
1st Floor, Ohio Street, Dar Es Salaam, Tanzania

Dear Sir,

**RE: APPLICATION FOR CERTIFICATE OF INCENTIVES FOR BAOHOON COMPANY LIMITED - BAOHOON LUGWADU GODOWN**

**Sub: Request for PVV (Physical Visit Verification) as well as Long Term Monitoring and Evaluation Plan for Baohoon Lugwadu Godown Project**

Reference is made to the above heading.

We take pleasure to introduce ourselves as a company based in Dar es Salaam, Tanzania with interests in commercial warehousing solutions, steel and steel works.

We warmly refer to our application for a Certificate of Incentives for our project known as **Baohoon Lugwadu Godown** to be located at **Plot 333,334,335 and 336 Block "P" Lugwadu, Mkuranga, Pwani Region, Tanzania Application Reference Number TIC2025-8129910 (copy of invoice and receipt attached for your warm review).**

As warmly brought to your warm attention a few matters are highlighted below for your warm attention.

### **Proof of Capital for Project**

We warmly bring to your kind attention that we have ready capital as mentioned in our business feasibility plan for your warm review.

We also bring to your kind attention salready invested part of this capital outlay in acquisition of land for the project whereby we have already paid a sum of over 100,000 USD to the land owners being Tanzanian Nationals as per details below.

| S/No | Name                | Amount in Tanzania Shillings   |
|------|---------------------|--------------------------------|
| 01   | Said Swalehe Hassan | Tanzania Shillings 200,000,000 |
| 02   | Abasi Mohamed Juma  | Tanzania Shillings 60,000,000  |

(sale agreements are also attached for your warm review and verification)

# BAOHOON COMPANY LIMITED

L. Mkwawa Street, Dar es Salaam, Tanzania  
P. P.O. Box 80504 Dar es Salaam, Tanzania  
T. 255 766 373 666  
E. 32231437@qq.com

We also warmly submit purchase agreements for material to be imported and used in the project during construction phase which we expect shall be of a value of over Three Hundred Thousand United States Dollar (300,000 USD) during the construction phase of the project.

We kindly also submit our current account statement at CRDB Bank Main Branch for your warm review and action being part of our submission for Application for Certificate of Incentives from your good office.

We also warmly submit annual audited financial statements showing our financial position and equity highlighting investment to date of over United States Dollar Five Hundred Thousand (USD. 500,000) in shareholder equity and value.

## **Request for PVV (Physical Visit Verification) at Project Site as well as Past Implemented Visit at Plot 719/1/3 Mikocheni**

As part of our Certificate of Incentives we also wish to work closely hand in hand with your good office from the original inception of the project and over its long term life cycle.

As such we wish to extend an invitation to your good office for a **PVV (Physical Visit Verification)** to the actual proposed project site for your warm review. This will warmly also assist in developing a better understanding of our project and how best your good office can provide aftercare to us.

We also as part of our submission welcome your good office to do a **PVV (Physical Visit Verification) on our past project at Plot 719/1/3 Mikocheni** where you will warmly be able to review our business structure and long term plan which we plan on remodeling at Baphoon Lugwadu Godown Project.

We also warmly submit valuation report of our latest completed project highlighting value and proof of capital for your warm review, we look forward to your site visit; warmly encouraged for your warm review and inspection.

## **Long Term Monitoring and Evaluation Plan for Baphoon Lugwadu Godown Project**

We also as part of our Project request for **Long Term Monitoring and Evaluation Plan for Baphoon Lugwadu Godown Project**. We as Baphoon Company Limited understand the importance of being a responsible corporate citizen and the importance of a Long Term Monitoring and Evaluation of Project to ensure it meets its goals and objectives.

As such we propose attached **Long Term Monitoring and Evaluation Plan for Baphoon Lugwadu Godown Plan** for your warm review and approval which would be a model for not only us but future projects in-country on management of Projects. We look forward to your warm review and feedback on this.

## Long Term Monitoring and Evaluation Plan for Baphoon Lugwadu Godown Project

| Objective Area                    | Indicator  | Target                                  | Data Source / Method                 | Frequency     | Responsible Unit  |
|-----------------------------------|--|---|--------------------------------------|---------------|---|
| Construction Progress             | % completion of construction milestones (foundation, structure, roofing, services, handover) | 100% by Dec 2026                        | Contractor reports, site inspections | Quarterly     | Project Engineer / M&E Officer and reviewed by TISEZA Aftercare Team          |
| Construction Progress             | % of funds utilized vs. planned  | 100% utilization within approved budget | Financial records                    | Quarterly     | Finance Manager and reviewed by both Management and TISEZA Aftercare Team     |
| Local Economic Impact             | No. of local workers employed  | ≥150 local workers during construction  | HR & contractor payroll records      | Quarterly     | HR Manager and reviewed by both Management and TISEZA Aftercare Team          |
| Local Economic Impact             | % of local raw materials used  | ≥80%                                    | Procurement reports                  | Quarterly     | Procurement Officer and reviewed by both Management and TISEZA Aftercare Team |
| Job Creation & Skills Development | No. of permanent jobs created post-operation   | ≥50 jobs                                | HR database                          | Semi-annually | HR & Operations and reviewed by both Management and TISEZA Aftercare Team     |

|                                    |  |                                     |                                   |           |   |
|------------------------------------|--|-------------------------------------|-----------------------------------|-----------|---|
| Job Creation & Skills Development  | No. of staff trained through NIT/VETA/TAFFA programs | ≥30 trained staff                   | Training attendance sheets        | Annual    | HR / Training Officer and reviewed by both Management and TISEZA Aftercare Team |
| Operational Efficiency (Post-2028) | Average warehouse space utilization rate             | ≥75% by 2029                        | Warehouse management system (ERP) | Monthly   | Operations Manager and reviewed by both Management and TISEZA Aftercare Team    |
| Operational Efficiency (Post-2028) | Revenue generated from warehouse services            | TZS 2.4 billion annually            | Financial statements              | Quarterly | Finance Manager and reviewed by both Management and TISEZA Aftercare Team       |
| Community & Environmental Impact   | No. of local businesses benefiting from services     | ≥50 by 2029                         | Client registry                   | Annual    | M&E Officer and reviewed by both Management and TISEZA Aftercare Team           |
| Community & Environmental Impact   | Environmental compliance maintained                  | 100% compliance with NEMC standards | Environmental audit reports       | Annual    | HSE Officer and reviewed by both Management and TISEZA Aftercare Team           |

Prepared by: Baohoon Company Limited

**BAHOON COMPANY  
LIMITED**

L. Mkwawa Street, Dar es Salaam, Tanzania  
P. P.O. Box 80504 Dar es Salaam, Tanzania  
T. 255 766 373 666  
E. 32231437@qq.com

We do look forward to your communication on this and we do pray that our request will meet your favorable reply.

Warm regards,

**Weimin Zhang**



**BAHOON COMPANY LIMITED  
DAR-ES-SALAAM  
TANZANIA**

**Managing Director  
Baohoon Company Limited**

**Proposed Baphoon Lugwadu Godown Project**



# **TISEZA Application Invoice & Receipt**



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Tanzania Investment Centre

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

---

|                    |   |
|--------------------|---|
| Reference No       | 995360108095  |
| Received from      | WEIMIN WEIMIN ZHANG   |
| Amount             | 1200.0000   |
| Amount in Words    | Two million,seven hundred eighty three thousands Tanzania Shillings |
| Outstanding Amount | 0.00  |

| In respect to | Item Description                     | Item Amount        |
|---------------|--------------------------------------|--------------------|
|               | Issuance of Certificate of Incentive | 1200.00            |
|               | <b>Total Billed Amount</b>           | <b>1200.00 USD</b> |

|                        |                       |
|------------------------|-----------------------|
| Bill Reference         | 20259244275           |
| Payment Control Number | 995360108095          |
| Payment Date           | 9/29/2025 12:01:01 PM |



United Republic of Tanzania  
Tanzania Investment Centre  
Government Bill

Control Number :**995360108095**

Payment Ref : **Issuance of New Certificate**

Payer Name : **BAOHOON COMPANY LIMITED**

Payer Mobile Number :**0629090319**

Bill Description :**Issuance of New Certificate**



|               |   |              |
|---------------|---|--------------|
| Bill Item (1) | Receipts from Issuance of New Certificate | <b>:1200</b> |
|---------------|---|--------------|

**Total Billed Amount : 1200 USD**

Amount in words :**One Thousand Two Hundred**

Expire Date :**Issuance of 2025-10-27 Certificate**

Payment Ref :**Issuance of New Certificate**

Prepared By : **WEIMIN WEIMIN ZHANG**

Collection Centre :**HEAD QUARTER**

Printed By:**WEIMIN WEIMIN ZHANG**

Prepared On :**10-10-2025**

Signature :.....

**Jinsi ya kulipa**

1.Kupitia Bank: Kupitia tawi lolote au wakala wa benki ya CRDB, NMB , BOT, number ya kumbukumbu **995360108095**

2.Kupitia Mitandao ya simu:

- Ingia kwenye menu ya mtandao husika
- Chagua 4 (Lipa Bill)
- Chagua 5 (Malipo ya Serikali)
- Ingiza **995360108095**

**How to pay**

1.Via Bank: Visit any branch or bank agent of CRDB, NMB , BOT,Reference Number **995360108095**

2.Via Mobile Network Operator (MNO):

- Enter to the respective USSD Menu of MNO
- Select 4 (Make Payment)
- Select 5 (Government Bill)
- Enter **995360108095** as reference number

**Proposed Baohoon Lugwadu Godown Project**



# **Baohoon CRDB Statement**



Statement Date : 16-10-2025

Statement Period: 05-09-2025 to 16-10-2025

Branch : PALM BEACH

Branch Code : TZ0019999

BAOHOON COMPANY LTD

PO.Box  
MKWAWATanzania  
255766373666

| ACCOUNT DETAILS |               |                 |           |
|-----------------|---------------|-----------------|-----------|
| Old Account No  | 0250944978400 | Opening Balance | 0.00      |
| Account No      | 10003469088   |                 |           |
| Total Debit     | 1.80          | Closing Balance | 19,998.20 |
| Total Credit    | 20,000.00     | Currency        | USD       |
| VRN NO          |               | TIN NO          |           |

| TRANSACTION DATE               | VALUE DATE | REFERENCE            | DETAILS  | DEBIT | CREDIT    | BOOK BALANCE |
|--------------------------------|------------|----------------------|--|-------|-----------|--------------|
| 13-10-2025                     | 13-10-2025 | FT25286TLZ9N\ZN<br>Z | Funds Transfer From<br>REF:199dd55e42a9486<br>c IB FT FROM VIGOR<br>INTERNATIONAL<br>COMPA TO<br>BAOHOONFUND<br>TRANSFER |       | 17,000.00 | 17,000.00    |
| 14-10-2025                     | 14-10-2025 | FT25287RTGVM\O<br>YS | Funds Transfer From<br>REF:199df29f28e85946<br>IB FT FROM FARIZAL<br>FOREX BUREAU LTD<br>TO BAOHOONFx deal               |       | 3,000.00  | 20,000.00    |
| 16-10-2025                     | 16-10-2025 | CHG2528961C22        | Value Added Tax (VAT)<br>VAT (18%) PAYABLE<br>ON COMMISSION<br>ANDFEES REF:  | 0.14  |           | 19,999.86    |
| 16-10-2025                     | 16-10-2025 | CHG2528961C22        | Statement Charges  | 0.76  |           | 19,999.10    |
| 16-10-2025                     | 16-10-2025 | CHG25289GXWRD        | Value Added Tax (VAT)<br>VAT (18%) PAYABLE<br>ON COMMISSION<br>ANDFEES REF:  | 0.14  |           | 19,998.96    |
| 16-10-2025                     | 16-10-2025 | CHG25289GXWRD        | Statement Charges  | 0.76  |           | 19,998.20    |
| CLEAR BALANCE AS ON 16-10-2025 |            |                      |  |       |           | 19,998.20    |
| BOOK BALANCE AS ON 16-10-2025  |            |                      |  |       |           | 19,998.20    |

END OF STATEMENT

Kindly examine this statement immediately. Any discrepancies must be reported to the Bank as soon as possible. Please note that the balance reflected could change if there are transactions that still need to be processed.



Customer Account Statement



Statement Date: 16 Oct 2025

Statement Period: 01 May 2025 to 16 Oct 2025

Branch Name: PALM BEACH

Page Number: 1 of 2

|                    |                     |
|--------------------|---------------------|
| Old Account Number | 0250944978400       |
| Account Number     | 10003469088         |
| Account Name       | BAOHOON COMPANY LTD |
| Currency           | USD                 |

|               |           |
|---------------|-----------|
| Book Balance  | 20,000.00 |
| Total Credits | 20,000.00 |
| Total Debits  | 0.00      |

| Trans Date | Details   | Channel | Debit | Credit    | Running Balance |
|------------|---|---------|-------|-----------|-----------------|
| 13/10/2025 | REF:199df29f28e85946 IB FT FROM FA RIZAL FOREX BUREAU LTD TO BAOHOON Fx deal        |         | 0.00  | 3,000.00  | 20,000.00       |
| 13/10/2025 | REF:199dd55e42a9486c IB FT FROM VI GOR INTERNATIONAL COMPA TO BAOHOON FUND TRANSFER |         | 0.00  | 17,000.00 | 17,000.00       |
|            |   |         |       |           |                 |

Kindly examine this statement immediately. Any discrepancies must be reported to the Bank as soon as possible contact details/information ( +255 755 197 700 or email address [info@crdbbank.co.tz](mailto:info@crdbbank.co.tz) ). Please note that the balance reflected could change if there are transactions that still need to be processed.

**Proposed Baphoon Lugwadu Godown Project**



**Sale Agreements funds already paid to Land  
Owners**

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is made this 27 day of 03 2025 between **SAID SWALEHE HASSAN** of P.O.BOX 10 Mkuranga, NIDA Na. 19771226-I146I-00003-27 Phone 0713-464597 (hereinafter called "the Vendors") on one part and **BAOHOON COMPANY LIMITED** of P.O.BOX 80504 Dar es salaam (hereinafter called "the purchaser") on the other part.

**WHEREAS**

- A. The Vendor are the lawful occupier of the surveyed land held under **Plot No. 335, Block "P", 11,772 Square Meter, Located at Lugwadu area, in Mkuranga Municipality, Coastal Region** (hereinafter called "the Property").
- B. The Vendor is desirous of selling and the purchaser is desirous of buying the said property at a consideration of Tanzanian Shillings ..... **Million (Tshs 20,000,000/=)** only on terms and conditions herein after appearing.
- C. That buyer shall pay **50%** of purchase price to vendor to day ....., and 50% a buyer shall paid to vendor after the complete of title deed.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-**

- 1. The Vendor shall sell and the purchaser shall buy the said property subject to the covenants hereinafter stipulated otherwise free from all encumbrances whatsoever at the aforementioned price.
- 2. The purchase price has been paid by the purchaser.
- 3. That this Agreement is subject to consent of the Commissioner for Lands/Authorised Officer on conveyance the said property from the Vendor to the purchaser and in the event that consent is withheld, the agreement shall be null and void and parties shall revert to their original position.
- 4. Purchaser shall bear all legal fees, stamp duties, approval fees, registration fees and other disbursements arising out of and in connection or incidental to the preparation and completion of the Agreement and Transfer Deed.

**IN WITNESS WHEREOF** the parties have duly executed these present in the manner and on the day and year hereinafter appearing:

**SIGNED and DELIVERED** by the said **SAID SWALEHE HASSAN** who is known to me personally/ identified to me by Imaa Bendera the later being known to me personally This..... day of..... 2025

  
.....  
**Signature or R.T.P of SAID SWALEHE HASSAN**

**Witness's:-**  
Signature: [Handwritten Signature]  
Postal address: Dar es Salaam  
Qualification: Advocate

Sealed with the Common Seal of the said **BAOHOON COMPANY LIMITED** and DELIVERED in the presence of us this .....day of .....2025

**BAOHOON COMPANY LIMITED  
DAR-ES-SALAAM  
TANZANIA**  
**STAMP**

**WITNESS:**  
NAME WEI MIN ZHANG  
SIGNATURE [Handwritten Signature]  
QUALIFICATION Director

NAME Longfei Lou.....

SIGNATURE 楊友飛.....

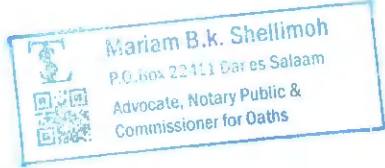
QUALIFICATION Director.....

**IN THE PRESENCE OF:**

NAME MARIAM B.K. SHELLIMOH.....

SIGNATURE Mariam.....

QUALIFICATION: Advocate.....



**DRAWN BY PARTIES:**  
**DAR ES SALAAM**

**AGREEMENT FOR SALE**

**THIS AGREEMENT** is made this ..... day of .....2025 between **ABASI MOHAMED JUMA** of **P.O.BOX 10 Mkuranga, NIDA Na. 1975I0I6-15122-00001-24 Phone 0784-228235** (hereinafter called "the Vendors") on one part and **BAOHOON COMPANY LIMITED** of **P.O.BOX 80504 Dar es salaam** (hereinafter called "the purchaser") on the other part.

**WHEREAS**


- D. The Vendor are the lawful occupier of the surveyed land held under **Plot No. 333, Block "P", 6294 Square Meter, Plot No. 334, Block "P", 14,274 Square Meter, Plot No. 336, Block "P", 11,487 Square Meter Located at Lugwadu area, in Mkuranga Municipality, Coastal Region (hereinafter called "the Property")**.
- E. The Vendor is desirous of selling and the purchaser is desirous of buying the said property at a consideration of **Tanzanian Shillings ..... Million (Tshs 60,000,000/=)** only on terms and conditions herein after appearing.
- F. That buyer shall pay 50% of purchase price to vendor , and 50% a buyer shall paid to vendor after the complete of title deed.

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS:-**

- 5. The Vendor shall sell and the purchaser shall buy the said property subject to the covenants hereinafter stipulated otherwise free from all encumbrances whatsoever at the aforementioned price.
- 6. The purchase price has been paid by the purchaser.
- 7. That this Agreement is subject to consent of the Commissioner for Lands/Authorised Officer on conveyance the said property from the Vendor to the purchaser and in the event that consent is withheld, the agreement shall be null and void and parties shall revert to their original position.
- 8. Purchaser shall bear all legal fees, stamp duties, approval fees, registration fees and other disbursements arising out of and in connection or incidental to the preparation and completion of the Agreement and Transfer Deed.

**IN WITNESS WHEREOF** the parties have duly executed these present in the manner and on the day and year hereinafter appearing:

**SIGNED and DELIVERED** by the said **ABASI MOHAMED JUMA** who is known to me personally/ identified to me by *David Swalehe* the later being known to me personally This..... day of..... 2025

  
.....  
Signature or R.T.P of  
**ABASI MOHAMED JUMA**

**Witness's:-**  
Signature: *Mariam B.k. Shellimoh*  
Postal address: *Shell Dar es Salaam*  
Qualification: *Advocate*



Sealed with the Common Seal of the said **BAOHOON COMPANY LIMITED** and DELIVERED in the presence of us this .....day of .....2025

**STAMP**  
**BAOHOON COMPANY LIMITED**  
**DAR-ES-SALAAM**  
**TANZANIA**

**WITNESS:**  
NAME *WEI MZU ZHANG*

SIGNATURE *[Handwritten Signature]*

QUALIFICATION *Director*

NAME *Langston Lou* .....

SIGNATURE *[Signature]* .....

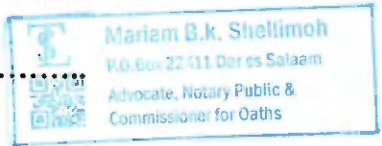
QUALIFICATION *Director* .....

**IN THE PRESENCE OF:**

NAME *MARIAM B.K. SHELLIMOH* .....

SIGNATURE *[Signature]* .....

QUALIFICATION: *ADVOCATE* .....



**DRAWN BY PARTIES:**  
**DAR ES SALAAM**

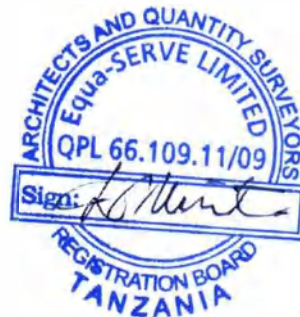
Proposed Baahoon Lugwadu Godown Project



# **BOQ Highlighting Expected Capital Outlay on the Project**

PROPOSED WAREHOUSE BUILDING AND OFFICES  
ON PLOT NO 333,334,335 and 336 LUGWADU  
MKURANGA

BILL OF QUANTITIES



Prepared by;

**M/S Equa-SERVE LTD,**  
**P, O, Box 76577,**  
**Dar Es Salaam.**

| Item |   | Amount    |
|------|---|-----------|
|      | <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>BILL NO. 1</u></b></p> <p><b><u>PARTICULAR MATTERS</u></b></p> <p><b><u>PARTIES</u></b></p> <p>A The Employer shall means,<br/>Baahoon Company,<br/>P,O,Box 80504<br/>DAR ES SALAAM</p> <p>"Architect" shall mean,<br/>TROPICAL ARCHITECTS<br/>P,O,BOX<br/>DAR ES SALAAM.</p> <p>"Quantity Surveyor" shall means<br/>Equa-SERVE LTD,<br/>P,O,BOX 76577,<br/>DAR ES SALAAM</p> <p>"Structural Engineer" shall means<br/>LINZA CONCRETE DESIGN,<br/>P,O,BOX 76661<br/>DAR ES SALAAM</p> <p>Service Engineer" shall means</p> <p>"Contractor" shall means<br/>The persons or firm appointed to execute the works.</p> <p>"Sub-Contractor" shall means<br/>The person or persons appointed to execute the works<br/>under Clause 1.1 of the Conditions of Contract to whom work<br/>may be assigned or sublet.</p> <p>"Approved" "Directed or Selected shall means<br/>The approval, direction or selection of the Project Manager.</p> |           |
|      | <b>Carried to Collection</b>  | <b>\$</b> |
|      | <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>   |           |

| Item |   | Amount                                |
|------|---|---------------------------------------|
|      | <p>Wherever the word "allow" occurs, the costs of the item is at the risk of the Contractor.</p> <p>The Contractor shall provide all materials unless otherwise specified and whenever the term "Supply" or "Provide" occur,they shall be held to mean provide only in that sectio where the term is used,it must be assumed that the fixing has been measured in another section of bill of quantities.</p> <p>Wherever the term "Fix" occurs, this mean the fixing only materials or goods provided by the Nominated supplier.</p> <p>Wherever the term "Fix only" occurs in this section shall mean the fixing of materials taken in another sections of bill of quantities as " Provide only"</p> <p><u>LOCATION OF SITE</u></p>  |                                       |
| A    | <p>The site of the proposed works is located on plot no 333,334,335 and 336 Lugwadu, Mkuranga in PWANI COAST Region Tanzania.</p> <p>The Contractor shall be deemed to have visited the site and satisfied himself as to:-</p> <ul style="list-style-type: none"> <li>a) The nature and position of the site</li> <li>b) The amount of the rubbish or debris to be cleared away before commencement</li> <li>c) The nature, current usage, proximity and size of adjoining property and building</li> <li>d) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works.The Contractor shall obtain approval from the relevant Local Authority in all matters relating to site access and erection of temporary structures and must ensure adherence to the requirements of these Authorities.</li> </ul> <p>No claim will be allowed for travelling or other expenses which may be incurred by the Contractor in visiting the site or preparing the tender for the works.</p> |                                       |
|      | <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>  | <p style="text-align: center;">\$</p> |

| Item |  | Amount  |  |  |
|------|--|---|--|--|
|      | <p><u>SCOPE OF CONTRACT AND DESCRIPTION OF THE WORKS</u></p>   |   |  |  |
| A    | <p>The works under this contract generally comprises the construction of warehouse building, and All associated External Works. Other components to be done to all structures are plumbing, drainage and sanitary fittings and electrical installations.</p> |   |  |  |
| B    | <p>The type of construction and materials to be used in executing these works are clearly shown on the Architect's drawings and set out herein in these Bills of Quantities.</p>   |   |  |  |
|      | <p>The Contractor must obtain the approval from the Architect in regard to the use of any materials or facilities existing or found on site.</p>   |   |  |  |
|      | <p>Clause 5(1) A main contractor shall, within seven days of commencing or undertaking building operations or works of engineering construction, notify the Chief Inspector, in writing of:-</p>   |   |  |  |
|      | <p>a) the contractor's name and postal address;</p>  |   |  |  |
|      | <p>b) the address or location of the site of the operation or works;</p>   |   |  |  |
|      | <p>c) the date of commencement;</p>  |   |  |  |
|      | <p>d) the expected date of completion;</p>   |   |  |  |
|      | <p>e) whether mechanical power is used or not;</p>   |   |  |  |
|      | <p>f) the number of persons expected to be employed.</p>   |   |  |  |
|      | <p style="text-align: right;">Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>   | <table border="1"> <tr> <td style="width: 100px; height: 20px;"></td> </tr> <tr> <td style="width: 100px; height: 20px;"></td> </tr> </table> |  |  |
|      |  |   |  |  |
|      |  |   |  |  |

| Item  |  | Amount |
|---|--|--------|
|   | <p>Clause 6(1) Every contractor who employs more than twenty persons shall, for every site on which he is the contractor, appoint one or more persons experienced in the operations or works carried on at the site and suitably qualified for the purpose, to:-</p> <p>a) advise the contractor as to the observance of the safety, health and welfare requirement under the Ordinance and under these rules, and</p> <p>b) supervise and ensure the observance of the requirements and promote the safe conduct of work generally at the sites.</p> <p>(2) A contractor who employs twenty or fewer persons may appoint either himself or another person to be a safety supervisor in accordance with paragraph (1) above.</p> <p><u>LABOUR CAMPS</u></p> <p>The contractor will <b>NOT</b> be permitted to house labour on site</p> <p><u>OFFICES AND SHED</u></p> <p>A The Contractor shall erect and maintain temporary office accommodation for his own use and the use of Nominated Sub-contractors and ample temporary water tight sheds for the proper storage and protection of materials vulnerable to weather and remove them when ordered</p> <p><u>TEMPORARY STRUCTURES</u></p> <p>B The Contractor shall allow for providing and clearing away on completion of the Works, such temporary hoarding, rubbish chutes, gates, planked walkways, guard rails etc. as may be necessary for the protection of the workers, the general public and for the proper execution of the Works.</p> <p>All such temporary structures shall be constructed with the approval of the Architect and to his full satisfaction and in such a manner as to cause minimum inconvenience and disturbance to the pedestrians and road users using the adjacent roads.</p> <p>All such temporary structures shall comply in all aspects with the national laws, rules, and regulations currently in force and applicable to such structures.</p> |        |
| <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p> | <p style="text-align: right;">Carried to Collection \$</p>   |        |

| Item  |   | Amount |
|---|---|--------|
| A   | <p>The Contractor shall further comply in all respects with the following conditions: a) All temporary structures shall be erected in a manner so that the unloading of materials causes minimum obstruction to the use of adjacent roads and other facilities b) All temporary structures shall be kept properly lighted throughout the periods of darkness and any corners or projections shall be painted white. c) Temporary structures shall not be used or permitted to be used for advertisement purposes except with the consent of the Architect.</p>  |        |
| B   | <p>d) All temporary structures shall be maintained at all times in good order and good condition to the satisfaction of the Architect.</p> <p>e) All temporary structures shall be removed when so required by the Architect or at the end of the period for which it is required</p> <p>f) The Contractor shall indemnify and shall keep the Employer indemnified against any expenses, loss, claims or suits arising out of or in connection with the temporary structures.</p> <p>g) The Contractor shall pay all local authority or other charges payable in connection with temporary structures</p> <p><u>WATCHING AND LIGHTING</u></p> |        |
| C   | <p>The Contractor shall provide at his own risk and cost, all watching as necessary to safeguard the Works, Plants and Materials against damage and theft.</p> <p><u>TEMPORARY DISPOSAL OF RAIN WATER</u></p>   |        |
| D   | <p>The Contractor shall provide and maintain all necessary temporary gutters, down pipes, chutes, drains etc. for conveying rainwater from the buildings. The Contractor shall allow for temporary drainage plumbing and piping for keeping the premises and site free from accumulation of water:</p>  |        |
| Carried to Collection   |   | \$     |
| <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p> |   |        |

| Item |   | Amount                   |
|------|---|--------------------------|
|      | <p><u>DOWN TAKINGS</u></p> <p>A All materials arising from demolitions and down takings are deemed to be the property of the Employer. No claim will be entertained on account of Employer excising this right to retain the materials</p> <p>All down takings shall be carefully removed, taken down, dismantled and stored on site until instructed by the Architect to remove from the site. Such materials shall only be incorporated in the new works if required by the Architect in which case appropriate adjustments will be made in the final account for the cost of labour, screws etc for fixing such down takings in the new works.</p> <p><u>FORM OF CONTRACT</u></p> <p>B The Contractor will be required to enter into a contract with the Employer under the terms of the Agreement and Schedule of Conditions of Building Contracts (with quantities) 2000 edition, as published by the National Construction Council, copies of which may be inspected at the Quantity Surveyors office.</p> <p>The Contractor's attention is called to the following clauses of the conditions of Contract and additions and ammendments thereto, which shall be read as incorporated herein and he shall allow any sums which he considers necessary for the observance of such conditions, together with sub clauses used in application.</p> <p>Definitions Interpretations                      Clause No. 1</p> <p>C General Obligations of the Contractor Clause No. 2</p> <p>D Architect's Instructions                      Clause No. 3</p> |                          |
|      |   | Carried to Collection \$ |
|      | <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>   |                          |

| Item |   | Amount                                      |
|------|---|---|
| A    | <p>Contract documents                      Clause No. 4</p> <p>NOTES</p> <p>i) A list of drawings from which the contract bills have been prepared is appended ( see appendix "B")</p> <p>ii) Before submitting tenders contractors may examine the site and satisfy themselves regarding all details as no claim by reason of ignorance in this connection will be entertained.</p> <p>iii) The Contractor is to take the necessary particulars for ordering these materials and work in progress on the building and shall not use the Bills of Quantities for this purpose</p>   |   |
| B    | <p>Programme of Works                      Clause No. 5</p>   |   |
| C    | <p>Statutory Obligations                      Clause No. 6</p> <p>i) The Contractor shall pay all charges and fees legally demandable and shall indemnify the employer against all penalties incurred by reason of non-observance of such statutory obligations</p> <p>ii) The Contractor must also make himself fully acquainted with current ordinances and government policies and other regulations regarding movement, security and control of labour camps etc. He must abide by the same and pay for any extra expenses in this connection.</p> <p>iii) The Contractor shall furnish at his own cost any samples of materials and workmanship of any tests that may be called for by the Architect for approval or rejection and for any other samples or tests called for by the Architect unless provided for herein.</p> <p>iv) The Contractor shall allow for paying for, provide all transport necessary for, and pay all costs and charges in connection with the Occupation Certificate. Documentation required for such Certificate will be provided by the Architect.</p> |   |
| D    | <p>Levels and setting out of the Works                      Clause no. 7</p>  |   |
|      | <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>  | <p style="text-align: right;"><b>\$</b></p> |



| Item |  | Amount |
|------|--|--------|
| A    | Contract Bills Clause No.14  |        |
|      | <p>NOTES</p> <p>i) The Contract Bills have been prepared in accordance with the Standard Method of Measurement of Building works for East Africa, with necessary amendments to suit Tanzania conditions, a copy which is available for inspection at the offices of the Quantity Surveyor.</p> <p>ii) Exceptions to the above standard Method of Measurements: Composite descriptions incorporating items which would be subject to separate measurement are deemed to take precedence over the Standard Method of measurement rules.</p> <p>iii) All work in this contract that is liable to re-measurement has been indicated as Provisional in these Bills of Quantities and no excavation or foundation work or other so described shall be filled in or covered up until all measurements needed for the adjustment of variations under clause 13 of the conditions of contract have been made by the Quantity Surveyor.</p> <p>iv) Any unauthorised alterations or qualification made to the text of the Bills of Quantities may cause the tender to be disqualified and will in any case be ignored.</p> <p>v) All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted. Lump sums to cover several items of preliminaries likewise shall be broken down if so required.</p> |        |
| C    | Contract Sum Clause No. 15   |        |
| D    | Unfixed goods and materials Clause No.16   |        |
| E    | Practical Completion and Defects Liability Clause No. 17   |        |
|      | Partial Possession Clause No. 18   |        |
| F    | Assignment Clause No.19  |        |
|      | Should consent be given to assign any portion of the works the contractor will in no way be relieved of his liabilities and responsibilities   |        |
|      | <p style="text-align: right;">Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>   |        |

| Item |  | Amount                               |
|------|--|--------------------------------------|
| A    | <p>Sub-letting Clause No. 20</p> <p>NOTES</p> <p>Should consent be givento sublet any portion of the Works, the Contractor will in no way be relieved of his liabilities and responsibilities</p>  |                                      |
| B    | <p>Indemnification Clause No. 21</p> <p>NOTES</p> <p>In addition to the conditions of the contract and the requirement contained herein the contractor's all risk policy shall cover the full value of the following and allow for all costs thereof:-</p> <ul style="list-style-type: none"> <li>i) The works and temporary works erected in performance of this contract.</li> <li>ii) The materials on site, plant and tools</li> <li>iii) The cost and expense of removing debris of the property insured, destroyed or damaged by any peril insured.</li> <li>iv) Professional fees (to be allowed at 12.5% of the contract sum)</li> </ul> |                                      |
|      | <p style="text-align: right;">Carried to Collection</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>  | <p style="text-align: right;">\$</p> |

| Item |   | Amount |
|------|---|--------|
| A    | <p>Risks <span style="float: right;">Clause No. 22</span></p> <p>NOTES</p> <p>The contractor shall effect and maintain the following insurances as required by Clause No.22 and shall allow for all costs thereof:-</p> <p style="padding-left: 40px;">i) Employer's liability (workman's compensation)</p> <p style="padding-left: 40px;">ii) Third party (Public liability for an indemnity of not less than Tshs. 2,000,000/- for any accident or series of accidents arising from the same event (unlimited in aggregate)</p> <p>Should the contractor already hold annual insurances covering the whole of his activities, and the indemnity required under the existing policy/ies then further insurances shall be effected and maintained to cover such excess, the policies of insurances being suitably endorsed to cover this project</p> <p>The contractor shall ensure that all sub-contractors effect and maintain such insurances as are necessary to cover their liabilities in respect of injury to persons and property and workman,s compensation.</p> |        |
| B    | <p>Insurance <span style="float: right;">Clause No. 23</span></p>   |        |
| C    | <p>Possession, completion and postponement <span style="float: right;">Clause No. 24</span></p> <p>The contractor shall complete the works in the time stated in the form of tender (subject to the provisions of Clause 26)</p>  |        |
| D    | <p>Damages for Non-Completion <span style="float: right;">Clause No.25</span></p> <p>The Contractor shall pay the Employer as liquidated and ascertained damages for the period during which the works remain uncompleted a sum calculated at the rate stated in the appendix to the conditions of the contract .</p>   |        |
|      | <p style="text-align: right;"><b>Carried to Collection</b> \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>   |        |

| Item |  | Amount |
|------|--|--------|
| A    | <p>Variation of Time for Completion Clause No. 26</p> <p>NOTES</p> <p>i) The Contractor shall order all materials to be obtained from overseas immediately upon signing the contract and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on site when required for the works</p> <p>However, before placing any order the contractor must obtain confirmation in writing from the Architect, that the materials specified are required for the works and have not been varied in anyway in the light of altered requirement or planning.</p> <p>ii) A claim for extension of time under (i) above or any other will not be considered unless substantial proof is submitted that every endeavour has been made by the Contractor to avoid such delay. As soon as any delay becomes apparent the Architect must be notified in writing</p> |        |
| B    | Loss and Expenses caused by disturbances of regular progress of the works Clause No.27   |        |
| C    | Determination by Employer Clause No. 28  |        |
| D    | Determination by Contractor Clause No. 29  |        |
| E    | Determination by Employer or Contractor Clause No. 30  |        |
|      | <p style="text-align: right;">Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>   |        |

| Item |   | Amount |
|------|---|--------|
| A    | <p>Nominated Sub-contractors Clause No.31</p> <p>NOTES</p> <p>i) The Contractor shall be responsible for giving all necessary directions to Nominated Sub-contractors, ascertaining their requirements, co-ordinating their work and arranging for them to be on site at the proper time for orderly progress of the works and for agreeing accurate dimensions in regard to setting out holes, chases, notching and the like. He shall place all orders with Nominated sub-contractors clearly on his behalf and shall not pledge the credit of the Employer either directly or indirectly. In no case shall the Contractor be deemed to be the agent of the Employer nor shall there be created any privity of contract as between Employer and the Nominated Sub-contractor. The Contractor must enter into a written sub-contract using an approved form and must deposit with the Architect signed copies thereof.</p> <p>ii) Nominated Sub-contractors shall be responsible for (unless mentioned under Special Attendance);</p> <p>a) The cost of any necessary alterations to or re-erection of the Contractors's ordinary scaffolding which may be required by them to carry out their work.</p> <p>b) Special scaffolding</p> <p>c) Provision, erection and removal of workshops, shed for the storage of materials plant where the nature of the materials or plant are such that they may be damaged by inclement weather or other buildings for their employees, workmen and materials:</p> <p>d) Provision of all necessary labour, plant, tools, materials and equipment, etc, necessary to carry out and complete their work</p> <p>iii) When tendering for any works covered by prime cost and provisional sums the contractor shall be treated as any other Nominated Sub-contractors or supplier.</p> <p style="text-align: right;">Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p> |        |

| Item |   | Amount |
|------|---|--------|
| A    | <p>Nominated Suppliers Clause No.32</p> <p>NOTES</p> <p>i) The Contractor shall be responsible for placing all orders for materials or goods with Nominated Suppliers clearly on his behalf and shall not pledge the credit of the employer either directly or indirectly. He shall arrange for the delivery of all materials or goods at the proper time for the orderly progress of the works</p> <p>ii) The Contractor shall take delivery anywhere in Dar es Salaam of all materials or goods supplied by the Nominated Suppliers and shall sign a receipt as having received them in good order and condition.</p> <p>He shall offload, transport to site, unload, hoist, provide safe storage and thereafter be responsible for any loss or damage or replacement or any such lost or damaged articles at his own expenses and shall return empty cases if so required.</p> <p>iii) Provision is made herein following each appropriate P.C. Sum for the cost of the foregoing services against items reading "Take Delivery and Fix only"</p> <p>iv) All payments by the Contractor for materials or goods supplied must be in full and shall be paid within 30 days of the end of the month during which delivery is made</p> |        |
| B    | <p>Works by Employer or Persons employed or engaged by Employer Clause No.33</p>  |        |
|      | <p>Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>   |        |

| Item |  | Amount |
|------|--|--------|
| A    | <p>Certificates and Payments Clause No.34</p> <p>NOTES</p> <p>i) At the intervals stated, Certificates shall be issued provided the amounts of such certificates are considered reasonable by the Quantity Surveyor, in accordance with the value of the contract. When applying for a certificate the contractor shall furnish the Quantity Surveyor with a detailed approximate statements of the value of the work executed and all materials on site in order to expedite the issue of the certificate.</p> <p>ii) Subsequent certificate will not be issued to the Contractor by the Architect until satisfactory proof has been given by the Contractors that Nominated Sub-contractors and Nominated Suppliers have been paid the amounts included for them in the previous certificates issued to the Contractor.</p> <p>All documents Necessary for the purpose of the composition of the Final Account including all documents relating to the accounts of Nominated Sub-contractors and Suppliers shall be passed to the Quantity Surveyor as and when available during the progress of the works and not later than one month after the date of Practical Completion</p> |        |
| B    | Retention Fund Clause No. 35   |        |
| C    | Advance Payment Clause No. 36  |        |
| D    | Performance Guarantee Clause No. 37  |        |
|      | <p>NOTES</p> <p>i). The Contractor shall provide one surety which must be an established Bank, Insurance Company or Fidelity Guarantee Corporation to the approval of the Employer in the amount of 10% of the contract sum for the due performance of the contract and until the satisfactory completion of the Defects Liability Period</p> <p>ii) The Contractor shall allow for paying all stamp charges in connection with the Performance Guarantee</p>  |        |
|      | <p>Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>  |        |

| Item |  | Amount |
|------|--|--------|
| A    | <p>Fluctuations <span style="float: right;">Clause No.38</span></p> <p>NOTES</p> <p>For a Fixed Price Contract Alternative the following Clause 38.2 to 38.6 shall be deleted and the following new clause No. 38.2 shall be added:-</p> <p>Clause 38.2 No adjustment of the contract price will be made for any increase in cost of materials, goods, services, labour and the like except in respect of the matters contained hereunder:-</p> <p>(i)The Contract Sum shall be deemed to have been calculated to include all duties on materials to be incorporated into the finished works. If at any time during the period of the contract the duties shall be varied and in the opinion of the Architect this shall affect the cost to the Contractor of such materials, then the Architect shall either himself ascertain or shall instruct the Quantity Surveyor to ascertain the net difference in cost of such materials. Any amount from time to time so ascertained shall be added to or deducted from the Contract Sum as the case may be. In the purposes of this clause 'duties' shall include all customs and excise charges, tariffs, taxes and other duties imposed by statutory or other authority in the country where the works are being carried out.</p> <p>(ii)The Contract Sum shall be deemed to be based on exchange rates current at the date of tender in calculating the cost to the Contractor of materials to be specifically imported for permanent incorporation in the Works. If at any time during the period of the contract the exchange rate shall be varied and in the opinion of the Architect this shall affect the cost to the Contractor of such materials, then the Architect shall either himself ascertain or shall instruct the Quantity Surveyor to ascertain the net difference in cost of such materials. Any amount from time to time so ascertained shall be added to or deducted from the Contract Sum as the case may be.</p> <p>(iii) An adjustment of prices shall be made in respect of any increase or decrease in the cost of labour arising from legislation or any award by an arbitration tribunal appointed under the 'Trade Dispute (Settlements) Act No. 43 of 1963 of Negotiated Agreement deemed to be such an award.</p> <p>The Contractor shall be deemed to have made an allowance for any possible future price increases as no claims arising from such increases (except as explained above) will be entertained.</p> |        |
| B    | <p>Antiquities <span style="float: right;">Clause No. 39</span></p> <p style="text-align: right;"><b>Carried to Collection</b> \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p>  |        |

| Item   |   | Amount    |
|--|---|-----------|
| A  | Settlement of Disputes <span style="float: right;">Clause No. 40</span>   |           |
| B  | Notices <span style="float: right;">Clause No. 41</span>  |           |
| C  | Corruption <span style="float: right;">Clause No. 42</span>   |           |
| <b><u>APPENDIX TO THE CONDITIONS OF CONTRACT</u></b>   |   |           |
| D  | <p>The Appendix to the Conditions of Contract will be filled in as follows:-</p> <p>Master Programme Submission Date<br/>                     Sub-clause 5.1: Two weeks after site handing over for commencement</p> <p>Defects Liability Period<br/>                     Clauses 17, 18 and 30: One year after date of Practical Completion</p> <p>Date for Possession<br/>                     Sub-clause 24.1: To be stated on the letter of award</p> <p>Liquidated and Ascertained Damages<br/>                     Sub-clause 25.2 : At the rate of 0.3 % of the Contract Sum or The Certified Value or whichever is greater per calender week or part thereof.</p> <p>Completion Date<br/>                     Clause 26: Contract Period from comencement date</p> <p>Period for Determination by Contractor due to continuous suspension of Works<br/>                     Sub-clause 29.1(c): 180 Days</p> <p>Limit of Suspension Period<br/>                     Sub-clause 30.1: 180 Days</p> <p>Interest rate on interim certificate after expiration of 30 days<br/>                     Sub-clause 34.1: 1% over Bank of Tanzania rate</p> |           |
| <b>Carried to Collection</b>   |   | <b>\$</b> |
| <p>Bill No. 1<br/>                     PRELIMINARIES<br/>                     Element No. 1<br/>                     PARTICULARS</p> |   |           |

| Item   | Amount                   |
|--|--------------------------|
| A Percentage of certified value retained<br>Sub-clause 35.1: 10% of Contract Sum                             |                          |
| Limit of Retention Fund<br>Sub-clause 35.1: 5% of Contract Sum   |                          |
| Period of final measurement and valuation<br>Sub-clause 35.3(a): 12 months from date of practical completion |                          |
| Advance payment(optional)<br>Clause 36: Maximum 5% of Contract Sum   |                          |
| Performance guarantor (name)<br>Clause 37: .....   |                          |
| Amount of surety<br>Clause 37: 10% of Contract Sum   |                          |
| Fluctuations<br>Clause 38: As per Conditions of Contract   |                          |
| Signed by the said:<br>.....EMPLOYER<br>.....CONTRACTOR  |                          |
| Name of Contract.....<br>.....   |                          |
| Bill No. 1<br>PRELIMINARIES<br>Element No. 1<br>PARTICULARS  | Carried to Collection \$ |

| Item |   | Amount |
|------|---|--------|
| A    | <p><b><u>FORM OF PERFORMANCE GUARANTEE</u></b></p> <p>To be used with Agreement and Schedule of Conditions of Building Contract</p> <p>KNOW ALL MEN BY THESE PRESENTS that we .....(SURETY)<br/>of .....</p> <p>ARE BOUND to .....(EMPLOYER) of ..... in<br/>the sum of (Amount in words) .....</p> <p>(Amount in figures) ..... to be paid by the said<br/>.....(EMPLOYER)</p> <p>WHEREAS by an agreement in writing dated.....<br/>..... (CONTRACTOR) of<br/>.....</p> <p>contracted with the said ..... (EMPLOYER)<br/>to (description of the Works) .....</p> <p>in the said agreement: particular and conformable thereto.</p> <p>NOW THE condition of the above written bond is such that if the said .....<br/>..... (CONTRACTOR)<br/>his/their executors, administrators, successors or assigns shall conform to the said<br/>agreement then the above-written bond to be void otherwise to remain in full force.<br/>Provided always and it is hereby agreed and declared that the liability of the said ....<br/>..... (SURETY)<br/>under the above-written bond shall not in any way be discharged or impaired by reason<br/>of any breach or breaches (wilful or otherwise) of the said agreement committed with<br/>or without the knowledge or consent of the said: .....<br/>..... (CONTRACTOR)<br/>his/their executors, administrators, successors or assigns shall conform to the said<br/>agreement then the above-written bond to be void otherwise to remain in full force.<br/>Provided always and it is hereby agreed and and declared that the liability of us the<br/>said .....</p> <p style="text-align: right;">Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 1<br/>PARTICULARS</p> |        |

| Bill No. 1<br>Element No. 1<br>PARTICULARS<br><u>COLLECTION</u> | Page | Amount |
|---|------|--------|
| Total Brought Forward from Page No.                             | 1/1  |        |
|   | 1/2  |        |
|   | 1/3  |        |
|   | 1/4  |        |
|   | 1/5  |        |
|   | 1/6  |        |
|   | 1/7  |        |
|   | 1/8  |        |
|   | 1/9  |        |
|   | 1/10 |        |
|   | 1/11 |        |
|   | 1/12 |        |
|   | 1/13 |        |
|   | 1/14 |        |
|   | 1/15 |        |
|   | 1/16 |        |
|   | 1/17 |        |
|   | 1/18 |        |
|   | 1/19 |        |
| Carried Forward to Summary of Section No. 1                     | \$   |        |
| Bill No. 1<br>PRELIMINARIES<br>Element No. 1<br>PARTICULARS     |      |        |

| Item |  | Amount |
|------|--|--------|
|      | <b><u>PRELIMINARIES GENERAL MATTERS</u></b>  |        |
|      | <b><u>Programme of Operations</u></b>  |        |
| A    | The Contractor shall at the time of taking possession of the site and thereafter whenever so required by by the Architect, furnish for his information and in the form approved by him, in triplicate a programme or statement, in which is clearly and explicitly set forth the sequence of all operations( including those of Sub-contractors and date of order and supply of materials) and time limits within which Contractor proposes that each operation shall be commenced and completed. The programme shall clearly show any special sequence of construction or completion and required by this contract or subsequently agreed by the Architect. |        |
| B    | The Contractor shall submit a daily progress report in triplicate to the Architect indicating the day's progress and giving details of any delays caused by inclemental weather conditions or any other reasons beyond his control. The report must include informations on labour employed, and the progress of all trades, including Nominated Sub-Contractors.  |        |
|      | <b><u>Contractor's Supervisions</u></b>  |        |
| C    | The Contractor shall provide full and adequate supervision during the progress of the works and shall keep a competent and authorized Agent or general Foreman, approved by the Architect( Which approval may be drawn any time) constantly on works. Such authorized Agent or General Foreman shall give his all time to the supervision of works and must be able to receive and acts upon ( on behalf of the Contractor) all instructions, directions or orders issued by the Architect or his representative.  |        |
|      | <b><u>Labour</u></b>   |        |
| D    | The Contractor shall provide all labour and shall include for all costs arising from the current Government regulations regulations regarding annual leave and passage, medical facilities, public holiday, overtime, provident fund, training, levy, housing levy, income tax, housing, travelling allowance, wages and salaries. The works are to be completed by the date of completion stated in appendix to conditions of the contract, and no extra costs will be allowed in respect of overtime worked to achieve completion by the date so fixed.  |        |
|      | <b>Carried to Collection \$</b>  |        |
|      | Bill No. 1<br>PRELIMINARIES<br>Element No. 2<br>GENERAL MATTERS  |        |

| Item |  | Amount |
|------|--|--------|
|      | <p><b><u>Plant</u></b></p> <p>A The Contractor shall provide all plant,implementions,tools, and tackle and machinery and all carriage,freightage and whatever else may be required for proper and efficienct and excecution and completion by the date so fixed.</p> <p><b><u>Materials</u></b></p> <p>B The Contractor shall supply all materials that may be required for the works( except those materials specified to be supplied by the Employer under direct purchase arrangements).<br/>The materials shall be new ( unless otherwise specified) and shall procurable of their respective kinds.All goods and materials,unless specified shall be in accordance with latest British standards currently at the date of tendering.No timber used for formwork,protection or similar purposes shall be used afterwards in the permanent works.</p> <p><b><u>Safety,Heath,and Welfare of Working people</u></b></p> <p>C The Contractor shall be responsible for and shall ensure the safety and wefare of his workpeople,those of his subcontractor,Nominated subcontractors, nominated suppliers and persons employed directly by the Employer, Allow for providing and maintaining on site adequate medical facilities and approved first Aid equipment fully replenished and accessible position.</p> |        |
|      | Carried to Collection  | \$     |
|      | <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 2<br/>GENERAL MATTERS</p>  |        |

| Item |  | Amount |
|------|--|--------|
|      | <p><b><u>Notice and Fees</u></b></p> <p>A The Contractor shall give all notice in accordance with Clause 6 of the Conditions of Contract.</p> <p>The Contractor shall pay all fees and charges required under clause 6 of the Conditions of Contract. The amount of all such fees and charges shall be deemed to be included in the Contract Sum. Those in respect of the following items are included elsewhere in this document if applicable to the works,</p> <ul style="list-style-type: none"> <li>Rates on temporary building</li> <li>Hoardings</li> <li>Temporary Telephones</li> <li>Water for works</li> <li>Works to be carried out by Local Authorities or Statutory undertakings</li> </ul>  |        |
|      | <p><b><u>Protection of the works</u></b></p> <p>B The Contractors shall allow for protecting the whole works from damage by weather and other causes and which shall include temporary casings covering, planked barrow runs, padding ladders and scaffolding used on the work and all other measures of protecting the work and damage.</p> <p>The Contractor shall not permit anything to be done that is calculated to injure the stability of the works or building and no cutting through walls or floors shall be done, other than as indicated by the drawing or as described herein, without the sanctions of the Architect, and the Contractor will be held responsible for all damage arising through carelessness or inadvertence in this respect. Any works damaged or spoiled by weather, traffic or other causes shall be taken down and re-executed or otherwise made good by and at the costs of the Contractor.</p> |        |
|      | <p style="text-align: right;">Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 2<br/>GENERAL MATTERS</p>   |        |

| Item |   | Amount |
|------|---|--------|
|      | <b><u>Protection of Persons and Property</u></b>  |        |
| A    | <p>The Contractor shall provide for the efficient protection of the public, Employer's servants and property and all other persons occupying or using premises, also of adjoining or neighboring property during the progress of the work included or required to be done in this Contract.</p> <p>The Contractor shall take all precautions to eliminate as far as possible the danger to the public and other persons arising from the entry and exit of vehicles to and from the sites</p> |        |
|      | <b><u>Temporary Hoarding, screens and Gantries</u></b>  |        |
| B    | <p>The Contractor shall provide temporary hoarding, guard rails and the like as may be necessary for protecting the public, and for proper execution of works and for meeting requirements of statutory authorities.</p>  |        |
|      | <b><u>Watching and Lighting</u></b>   |        |
| C    | <p>The Contractor shall provide all watching and lighting and everything else necessary by day and night for the due protection and security of the works and of public and other persons</p>   |        |
|      | <b><u>Police Regulations</u></b>  |        |
| D    | <p>The Contractor shall at all times observe any police regulations including those regarding loading or unloading of or waiting vehicles on the public highway and Contract sum is deemed to strict adherence to this regulations.</p>   |        |
|      | <b><u>Water for Works</u></b>   |        |
| E    | <p>The Contractor shall at his own expense provide on the site a plentiful supply of piped clean water for the works.</p> <p>The Contractor shall also provide and install temporary services such as pipes, fittings storage required to enhance water utility in the site.</p>  |        |
|      | <b>Carried to Collection \$</b>   |        |
|      | <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 2<br/>GENERAL MATTERS</p>   |        |

| Item |   | Amount |
|------|---|--------|
|      | <p><u>Temporary Lighting and Power for the works</u></p>  |        |
| A    | <p>The Contractor shall provide all artificial lighting, electrical power and sources of energy required for the execution of the works. The provisions of light and where appropriate, power for Nominated Sub Contractor, Authorities and Boards is included in items of general and special attendance in provisional sums and P.C Sum. The Contract sum shall be deemed to include for all fees and charges and for all temporary services and clearing away on completions and for the costs of all current consumed for the works.</p>  |        |
|      | <p><u>Checking Schedules, Drawings</u></p>  |        |
| B    | <p>The Contractor shall be responsible for checking all schedules and drawings supplied by the Project Manager and all shop drawings approved by the Project Manager. In event of discrepancy or divergency between such schedules and drawings or if Contractor considers that additional detail drawings are required, then in either case the Contractor shall report such discrepancy to the Project Manager for instructions or apply in writing for such detail drawing at least 28 days before the work concerned are to executed.</p> |        |
|      | <p><u>Samples</u></p>   |        |
| C    | <p>Samples of proposed materials and workmanship shall, if required by P.M, be submitted for approval, and these samples will be left on site by P.M who shall have power to reject such materials and condemn such workmanship if do not correspond with the approved samples</p>  |        |
|      | <p>Carried to Collection \$</p>   |        |
|      | <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 2<br/>GENERAL MATTERS</p>   |        |

| Item |   | Amount |
|------|---|--------|
| A    | <p><u>Tests</u></p> <p>The Project Manager may, whenever he/she considers it desirable, test any materials before they leave the maker's premises as well as delivery on the site, the P.M shall at liberty reject any materials after delivery should he he/she consider them unsatisfactory, notwithstanding preliminary test and approval of materials at maker's premises. The costs of these tests are to be borne by the Contractor.</p> <p>When directed by the P.M , Samples of materials ( Samples being taken by approved sampling methods) are to be supplied by the Contractor for the laboratory tests and shall be delivered by the Contractor at his own cost to the P.M office or as otherwise directed.</p> <p>The Contractor shall, whenever so instructed by the P.M , cut out portions of work executed or samples of materials incorporated therein and shall deliver them where directed for the purpose of testing. All work disturbed shall be made good forth with the Contractor.</p> <p>All costs incurred in cutting out making good and delivering as aforesaid, shall be borne by the Contractor.</p> |        |
| B    | <p><u>Stamp Charges</u></p> <p>Allow for paying all stamp charges in connection with the surety Bond and the Contract Agreement.</p>  |        |
| C    | <p><u>Temporary Works Generally</u></p> <p>Clearing away temporary works and making good after shall be deemed to be included in the Contract sum</p>   |        |
| D    | <p><u>Temporary Building for Use by the Contractor</u></p> <p>The Contractor shall, at his own cost, supply and erect all temporary buildings, sheds, messrooms and store with floor at least 150mm above ground level No office, store or other temporary building shall be erected on the site without obtaining the Consent of P.M as to the type of the temporary building to be supplied and position on which they are to be erected.</p>   |        |
|      | <p style="text-align: right;">Carried to Collection \$</p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 2<br/>GENERAL MATTERS</p>  |        |

| Item |  | Amount                               |
|------|--|--------------------------------------|
|      | <p><b><u>Temporary Latrines</u></b></p> <p>A The Contractor shall at his own cost,provide and erect temporary latrines for his employees on site,and they shall be maintained in clean and sanitary conditions where the connection of such latrines is not possible to sewer or approved chemical treatment pit,no such latrine shall be erected on the without first obtaining a permission of P.M as what type of latrine is to be provided and position on which they are to be erected.</p>   |                                      |
|      | <p><b><u>Temporary office or facility to be used by Person acting on behalf of the Client</u></b></p> <p>B The Contractor shall provide,erect and maintain where directed on site, and approved lock up office whose size shall not be less than 3.00x4.00m floor area constructed of new materials,for the sole use of persons acting on behalf of the Employer complete with tables,Office Chairs,1Desk top computers of latest technology equiped with uptodate software eg AutoCad,printers A3 format including all necessary attendance</p> |                                      |
|      | <p><b><u>Sign Board</u></b></p> <p>C The Contractor shall,unless otherwise directed,obtain any necessary consent or license from local Authority and immediately upon commencement of works ,the Contractor shall,in accordance with details supplied by the Project Manager, make erect a sign Board bearing name of the Employer,Consultants and such other information as shall be directed by the Project Manager.</p>   |                                      |
|      | <p><b><u>Surveying instrument and edge straighter</u></b></p> <p>D The Contractor shall provide and keep on site, 250mm dumpy level 360degrees digital theodolite,GPS,Tripod stand,and staff in proper manner for the sole use of the Project Manager or his representative and provide all necessary attendance.</p>  |                                      |
|      | <p><b><u>Cleaning and Rubish removal</u></b></p> <p>E The Contractor shall remove rubbish,debries and superflous material accumulating as the work proceeds with reasonable speed as to match the Completion period.</p> <p>The Contractor shall properly clean floors,woodwork,steps,paving,roads,hardstanding,glass(inside and outside),cirstens, flushing cirstens, all finishing and leave whole work in sound and perfect free from all defects whatsoever, and to the satisfaction of the Project Manager.</p>                             |                                      |
|      | <p style="text-align: right;"><b>Carried to Collection</b></p> <p>Bill No. 1<br/>PRELIMINARIES<br/>Element No. 2<br/>GENERAL MATTERS</p>   | <p style="text-align: right;">\$</p> |

|   | Page | Amount |
|---|------|--------|
| Bill No. 1  |      |        |
| Element No. 2   |      |        |
| GENERAL MATTERS   |      |        |
| <u>COLLECTION</u>   |      |        |
| Total Brought Forward from Page No.                             | 1/21 |        |
|   | 1/22 |        |
|   | 1/23 |        |
|   | 1/24 |        |
|   | 1/25 |        |
|   | 1/26 |        |
|   | 1/27 |        |
| Carried Forward to Summary of Section No. 1                     | \$   |        |
| Bill No. 1<br>PRELIMINARIES<br>Element No. 2<br>GENERAL MATTERS |      |        |

| Bill | SECTION SUMMARY - PRELIMINARIES | Page | Amount |
|------|---------------------------------|------|--------|
| 1    | PARTICULARS                     | 1/20 |        |
| 2    | GENERAL MATTERS                 | 1/28 |        |
|      | Carried to Final Summary        |      | \$     |
|      | Bill No. 1<br>PRELIMINARIES     |      |        |

| Item  | Unit           | Quantity | Rate | Amount    |
|---|----------------|----------|------|-----------|
| <b><u>ELEMENT NO. 1 - SUBSTRUCTURE</u></b>  |                |          |      |           |
| <b><u>EXCAVATIONS AND EARTHWORKS</u></b>  |                |          |      |           |
| <u>Excavation in earth</u>  |                |          |      |           |
| A   | m <sup>2</sup> | 3,260    | 0.99 | 3,227.40  |
| B   | m <sup>2</sup> | 3,260    | 0.65 | 2,119.00  |
| <u>Excavation in earth commencing at formation level and not exceeding 1.50 metres deep</u> |                |          |      |           |
| C   | m <sup>3</sup> | 281      | 0.92 | 258.52    |
| D   | m <sup>3</sup> | 577      | 0.93 | 536.61    |
| <u>Excavation in rock</u>   |                |          |      |           |
| E   | m <sup>3</sup> | 15       | 3.67 | 55.05     |
| <u>Selected surplus excavated materials approved by the structural Engineer:</u>            |                |          |      |           |
| F   | m <sup>3</sup> | 556      | 2.75 | 1,529.00  |
| G   | m <sup>2</sup> | 2,638    | 2.38 | 6,278.44  |
| H   | m <sup>3</sup> | 78       | 7.75 | 604.50    |
| <u>Disposal of water</u>  |                |          |      |           |
| J   | Item           |          |      | 183.49    |
| <b>Carried to Collection</b>  |                |          | \$   | 14,792.01 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 1<br>SUBSTRUCTURE                               |                |          |      |           |







| Bill No. 2<br>Element No. 1<br>SUBSTRUCTURE<br><u>COLLECTION</u> |  |     |    | Page<br><br>Amount |
|--|--|-----|----|--------------------|
| Total Brought Forward from Page No.                              |  | 2/1 |    | 14,792.01          |
|  |  | 2/2 |    | 62,629.64          |
|  |  | 2/3 |    | 42,672.11          |
|  |  | 2/4 |    | 1,024.10           |
| Carried Forward to Summary of Section No. 2                      |  |     | \$ | 121,117.86         |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 1<br>SUBSTRUCTURE    |  |     |    |                    |

| Item  | Unit           | Quantity | Rate  | Amount    |
|---|----------------|----------|-------|-----------|
| <b><u>ELEMENT Nr. 02 FRAMES</u></b>                     |                |          |       |           |
| <b><u>UNSTRUCTURAL STEELWORKS TO B.S</u></b>            |                |          |       |           |
| <b><u>5950-SITE BOLTED AND WELDED</u></b>               |                |          |       |           |
| <b><u>CONNECTIONS:</u></b>                              |                |          |       |           |
| A   | kg             | 8,952    | 1.42  | 12,711.84 |
| B   | kg             | 9,661    | 1.42  | 13,718.62 |
| C   | kg             | 9,784    | 0.95  | 9,294.80  |
| D   | kg             | 16,814   | 2.56  | 43,043.84 |
| <b><u>Sundries:</u></b>                                 |                |          |       |           |
| E   | No             | 40       | 35.25 | 1,410.00  |
| F   | No             | 120      | 45.25 | 5,430.00  |
| G   | No             | 480      | 1.18  | 566.40    |
| <b><u>In situ plain concrete grade "20"</u></b>         |                |          |       |           |
| H   | m <sup>2</sup> | 470      | 10.02 | 4,709.40  |
|   |                |          | \$    | 90,884.90 |
| Carried Forward to Summary of Section No. 2             |                |          |       |           |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 2<br>FRAMES |                |          |       |           |

| Item  |  | Unit | Quantity | Rate      | Amount    |
|---|--|------|----------|-----------|-----------|
| <b><u>ELEMENT Nr 03 STAIRS</u></b>                      |  |      |          |           |           |
| A   | Fabricated Steel Staircase comprising of 300mm wide chequer plate treads,150mm high risers including sloping going of 3300mm long complete with 2500x1500mm chequer plate landing raised up 3000m high complete with mounting plate,bolts and nuts and all necessary ancillaries as to client's approval | No   | 1        | 12,500.00 | 12,500.00 |
| Carried Forward to Summary of Section No. 2             |  |      |          | \$        | 12,500.00 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 3<br>STAIRS |  |      |          |           |           |

| Item  |   | Unit           | Quantity | Rate  | Amount    |
|---|---|----------------|----------|-------|-----------|
| <b><u>ELEMENT Nr 04 ROOFING</u></b>   |   |                |          |       |           |
| <b><u>UNSTRUCTURAL STEELWORKS TO B.S</u></b><br><b><u>5950-SITE BOLTED AND WELDED</u></b><br><b><u>CONNECTIONS:</u></b> |   |                |          |       |           |
| A   | Hot rolled steel section UC 300x150x37.3kg/m Roof truss spanning over 45m but not exceeding 48m | kg             | 17,904   | 1.42  | 25,423.68 |
| B   | Ditto, Hot rolled steel section truss 300x150x37.3kg/m over 15m but not exceeding 18m span      | kg             | 2,984    | 1.42  | 4,237.28  |
| C   | Z-purlin 4.73kg/m onto to bolted connections ont top of trusses                                 | kg             | 1,632    | 1.42  | 2,317.44  |
| <b><u>ROOFING SHEETS</u></b>  |   |                |          |       |           |
| D   | Industrial trough sheets sloping to the horizontal not exceeding 45 degrees                     | m <sup>2</sup> | 3,162    | 14.36 | 45,406.32 |
| Carried Forward to Summary of Section No. 2   |   |                |          | \$    | 77,384.72 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 4<br>ROOFING  |   |                |          |       |           |

| Item  |                    | Unit           | Quantity | Rate  | Amount       |
|---|--------------------|----------------|----------|-------|--------------|
| <b><u>ELEMENT Nr 05 WALLING FACADE</u></b>  |                    |                |          |       |              |
| <b><u>WALLING</u></b>   |                    |                |          |       |              |
| <b><u>Blockwork</u></b>   |                    |                |          |       |              |
| <b><u>Solid concrete block walling to B.S. 6073 type 'A' bedded and jointed in cement and sand (1:4) mortar</u></b> |                    |                |          |       |              |
| A   | 230mm thick walls. | m <sup>2</sup> | 1,449    | 16.04 | 23,241.96    |
| B   | 150mm thick walls  | m <sup>2</sup> | 776      | 14.67 | 11,383.92    |
| Carried Forward to Summary of Section No. 2   |                    |                |          |       | \$ 34,625.88 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 5<br>WALLING  |                    |                |          |       |              |

| Item  | Unit  | Quantity | Rate   | Amount   |
|---|-------|----------|--------|----------|
| <b><u>ELEMENT Nr 05 DOORS</u></b>   |       |          |        |          |
| <u>Quality Mkongo Hardwood</u>  |       |          |        |          |
| A   | m     | 88       | 9.17   | 806.96   |
| B   | m     | 13       | 9.17   | 119.21   |
| C   | m     | 84       | 2.75   | 231.00   |
| D   | m     | 88       | 6.60   | 580.80   |
| E   | m     | 88       | 5.13   | 451.44   |
| F   | m     | 71       | 3.30   | 234.30   |
| <u>All Timber panelled doors shall conform to British Standard B.S 1186 and joint reinforced with timber dowel pin; materials shall be :Prime Quality Mkongo wrought surface;</u>   |       |          |        |          |
| G   | No    | 14       | 337.61 | 4,726.54 |
| 45mm thick HWD pannelled door size 850x2100mm high comprising 45x100mm Stiles;Top rail;45x300mm bottom rail forming one panel both filled with Moulded panes knot free,Tounged and Grooved all internal joint reinforced by timber dowel pins |       |          |        |          |
| <u>Sawn Hardwood third grade</u>  |       |          |        |          |
| H   | m     | 89       | 5.50   | 489.50   |
| 15x100mm ground plugged to walls  |       |          |        |          |
| <u>Iron Mongeries</u>   |       |          |        |          |
| <u>Supply and fix the following Iron Mongeries as HAFELE ex Turkey</u>  |       |          |        |          |
| J   | Pairs | 21.0     | 9.72   | 204.12   |
| 100mm Brass Butt hinges   |       |          |        |          |
| K   | No    | 14       | 95.41  | 1,335.74 |
| Cylinder mortice lockset complete with furniture as manufactured by HAFELE  |       |          |        |          |
|   |       |          | \$     | 9,179.61 |
|   |       |          |        |          |
| Carried to Collection   |       |          |        |          |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 6<br>DOORS  |       |          |        |          |



| Bill No. 2<br>Element No. 6<br>DOORS<br><u>COLLECTION</u> |  |      |    | Amount    |
|---|--|------|----|-----------|
| Total Brought Forward from Page No.                       |  | Page |    | 9,179.61  |
|   |  | 2/10 |    |           |
|   |  | 2/11 |    | 2,630.16  |
| Carried Forward to Summary of Section No. 2               |  |      | \$ | 11,809.77 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 6<br>DOORS    |  |      |    |           |

| Item   |  | Unit | Quantity | Rate   | Amount   |
|--|--|------|----------|--------|----------|
| <b><u>ELEMENT No. 7 WINDOWS</u></b>  |  |      |          |        |          |
| <b><u>Anodized Aluminium glazed Windows glazed with 6mm clear glass; 100mm profile double rail complete with rubber beading and additional casement for fixing mosquito gauze Ex USA;seco mastic powered including all necessary iron mongeries;</u></b> |  |      |          |        |          |
| A  | Window type 1 ,Overall Size 1200mmx1500mm high with two equal openable Top hung casement size 110x2000mm high,and Top vent Lourved window 450mm high with 3no Lourved carrier,1100x150mm lourved blades including all necessary ancillaries frames, and one mullion,section as 100mm | No   | 14       | 180.18 | 2,522.52 |
| Carried Forward to Summary of Section No. 2  |  |      |          | \$     | 2,522.52 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 7<br>WINDOWS   |  |      |          |        |          |

| Item   | Unit  | Quantity       | Rate  | Amount    |                  |
|--|---|----------------|-------|-----------|------------------|
| <b><u>ELEMENT Nr 8 FINISHINGS</u></b>  |   |                |       |           |                  |
| <b><u>Floor and Pavings</u></b>  |   |                |       |           |                  |
| <b><u>Prepared wet floor as to standard specification on warehouse heavy traffic</u></b>   |   |                |       |           |                  |
| A  | 40mm thick granolithic floor finish in bays on wet slurry green concrete surface not bays of 24m <sup>2</sup>   | m <sup>2</sup> | 2,506 | 11.36     | 28,468.16        |
| <b><u>Approved ceramic tiles; or pvc or any equal and approved non-slip floor tiles laid at 45 degree with 10mm tile skirting to blockwork; with and including bedding and jointing in cement mortar (1:3) grouting joints with matching</u></b> |   |                |       |           |                  |
| B  | 800x800x8mm thick ceramic floor tiles ex-china fixed on prepared bedding M/S with approved adhesive including grouting with appropriate material as the work proceeds | m <sup>2</sup> | 419   | 38.67     | 16,202.73        |
| <b><u>Glazed wall tiles to B.S 1281 in regular pattern</u></b>   |   |                |       |           |                  |
| C  | 300x300x8mm thick ceramic wall tiles ex-china fixed on prepared backing M/S with approved adhesive including grouting with appropriate material as the work proceeds  | m <sup>2</sup> | 118   | 9.95      | 1,174.10         |
| <b><u>Internal plastering in two coats steel trowelled to a smooth finish</u></b>  |   |                |       |           |                  |
| D  | 15mm Thick to walls   | m <sup>2</sup> | 1,154 | 2.94      | 3,392.76         |
| <b><u>Bedding &amp; Backing to receive tiles</u></b>   |   |                |       |           |                  |
| <b><u>Cement and Sand screed mortar ratio 1:4; Steel troweled smooth.</u></b>  |   |                |       |           |                  |
| E  | 32mm thick to receive floor tiles   | m <sup>2</sup> | 419   | 7.48      | 3,134.12         |
| F  | 12mm thick backing receive wall tiles   | m <sup>2</sup> | 118   | 4.48      | 528.64           |
| <b>Carried to Collection</b>   |   |                |       | <b>\$</b> | <b>52,900.51</b> |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 8<br>FINISHINGS  |   |                |       |           |                  |

| Item |  | Unit           | Quantity | Rate | Amount   |
|------|--|----------------|----------|------|----------|
|      | <b><u>CEILING:</u></b>   |                |          |      |          |
| A    | Ceiling structure comprising of steel struts to profiles as to manufacturer's specifications | m <sup>2</sup> | 419      | 5.93 | 2,484.67 |
|      | <b><u>EXTERNAL WORKS:</u></b>  |                |          |      |          |
|      | <b><u>In situ finishes</u></b>   |                |          |      |          |
|      | <b><u>External rendering in two coats steel trowelled to a smooth finish</u></b>             |                |          |      |          |
| B    | 20mm thick render to wall externally   | m <sup>2</sup> | 450      | 3.30 | 1,485.00 |
|      | <b>Carried to Collection</b>   |                |          | \$   | 3,969.67 |
|      | Bill No. 2<br>MEASURED WORKS<br>Element No. 8<br>FINISHINGS                                  |                |          |      |          |

| Bill No. 2<br>Element No. 8<br>FINISHINGS<br><u>COLLECTION</u> |  | Page |    | Amount    |
|--|--|------|----|-----------|
| Total Brought Forward from Page No.                            |  | 2/14 |    | 52,900.51 |
|  |  | 2/15 |    | 3,969.67  |
| Carried Forward to Summary of Section No. 2                    |  |      | \$ | 56,870.18 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 8<br>FINISHINGS    |  |      |    |           |

| Item   |  | Unit           | Quantity | Rate | Amount      |
|--|--|----------------|----------|------|-------------|
| <b><u>ELEMENT NO. 9 - PAINTING AND DECORATIONS</u></b>   |  |                |          |      |             |
| <b><u>INTERNAL WORKS</u></b>   |  |                |          |      |             |
| <b><u>Prepare the surfaces and apply first thick undercoat and two finishing coats of Emulsion paint Wash N Ware to:</u></b> |  |                |          |      |             |
| A  | Walls generally  | m <sup>2</sup> | 1,154    | 3.30 | 3,808.20    |
| <b><u>Prepare the surfaces and apply egg shell varnish to:</u></b>   |  |                |          |      |             |
| B  | General wood surfaces                                      | m <sup>2</sup> | 53       | 3.30 | 174.90      |
| C  | General wood surfaces not exceeding 100mm girth            | m              | 176      | 0.83 | 146.08      |
| D  | General wood surfaces over 100mm not exceeding 200mm girth | m              | 88       | 0.91 | 80.08       |
| <b><u>External works</u></b>   |  |                |          |      |             |
| <b><u>Prepare the surfaces and apply one thick under and two finishing coats of weather guard paint:</u></b>                 |  |                |          |      |             |
| E  | External and exposed wall facade                           | m <sup>2</sup> | 450      | 3.85 | 1,732.50    |
| Carried Forward to Summary of Section No. 2  |  |                |          |      | \$ 5,941.76 |
| Bill No. 2<br>MEASURED WORKS<br>Element No. 9<br>DECORATIONS   |  |                |          |      |             |

| Bill                         | SECTION SUMMARY - MEASURED WORKS | Page | Amount        |
|------------------------------|----------------------------------|------|---------------|
| 1                            | SUBSTRUCTURE                     | 2/5  | 121,117.86    |
| 2                            | FRAMES                           | 2/6  | 90,884.90     |
| 3                            | STAIRS                           | 2/7  | 12,500.00     |
| 4                            | ROOFING                          | 2/8  | 77,384.72     |
| 5                            | WALLING                          | 2/9  | 34,625.88     |
| 6                            | DOORS                            | 2/12 | 11,809.77     |
| 7                            | WINDOWS                          | 2/13 | 2,522.52      |
| 8                            | FINISHINGS                       | 2/16 | 56,870.18     |
| 9                            | DECORATIONS                      | 2/17 | 5,941.76      |
| Carried to Final Summary     |                                  |      | \$ 413,657.59 |
| Bill No. 2<br>MEASURED WORKS |                                  |      |               |

| Item   |   | Unit | Quantity | Rate      | Amount       |
|--|---|------|----------|-----------|--------------|
| A  | Allow Prime Costs for Nominated Electrical installation Subcontractor               |      | Item     |           | 45,000.00    |
| B  | Add General Attendance  |      | Item     |           | 3,500.00     |
| C  | Add Profit for main Contractor  |      | 10.00%   | 45,000.00 | 4,500.00     |
| D  | Allow Prime Costs for Nominated Plumbing and Engineering installation Subcontractor |      | Item     |           | 25,000.00    |
| E  | Add General Attendance  |      | Item     |           | 3,500.00     |
| F  | Add Profit for main Contractor  |      | 10.00%   | 25,000.00 | 2,500.00     |
| Carried Forward to Summary of Section No. 3                                    |   |      |          |           | \$ 84,000.00 |
| Bill No. 3<br>PRIME COSTS AND PROVISIONAL SUMS<br>Element No. 1<br>PRIME COSTS |   |      |          |           |              |

| Item   |   | Unit | Quantity | Rate | Amount              |
|--|---|------|----------|------|---------------------|
| A  | Allow a Provisional Sum as a contingency for unforeseen eventuality of measurements of Design |      | Item     |      | 60,000.00           |
| B  | Allow a Provisional Sums for preliminaries  |      | Item     |      | 24,000.00           |
| <p>Carried Forward to Summary of Section No. 3</p> <p>Bill No. 3<br/>PRIME COSTS AND PROVISIONAL SUMS<br/>Element No. 2<br/>PROVISIONAL SUMS</p> |   |      |          |      | <p>\$ 84,000.00</p> |



| Section                   | FINAL SUMMARY                    | Page | Amount        |
|---------------------------|----------------------------------|------|---------------|
| 1                         | PRELIMINARIES                    | 1/29 |               |
| 2                         | MEASURED WORKS                   | 2/18 | 413,657.59    |
| 3                         | PRIME COSTS AND PROVISIONAL SUMS | 3/3  | 168,000.00    |
| Carried to Form of Tender |                                  |      | \$ 581,657.59 |



**Proposed Baphoon Lugwadu Godown Project**



**Valuation Report on Existing Recently  
Completed Project highlighting Proof of  
Capital and Investment**

**VALUATION REPORT OF A PROPERTY ON PLOT NO. 719/1/3,  
MIKOCHENI 'B' AREA, KINONDONI MUNICIPALITY  
IN DAR ES SALAAM CITY,  
FOR FINANCIAL REPORTING PURPOSE**



**INFAVOUR OF THE CLIENT;**

**M/s BAOHOON COMAPANY LIMITED  
P.O BOX 80504  
DAR ES SALAAM**

**JUNE, 2025**

**MBEZI BEACH BUSINESS PARK  
2<sup>ND</sup> FLOOR - ROOM NO. 301  
P.O. BOX 11846  
DAR ES SALAAM**

**Website: [www.kanconsult.co.tz](http://www.kanconsult.co.tz)  
E - Mail: [kanconsultco.ltd@gmail.com](mailto:kanconsultco.ltd@gmail.com)  
Mobile: +255713 698528  
+255765 071955**

## TABLE OF CONTENTS

|      |   |                                     |
|------|---|-------------------------------------|
| 1.0  | INSTRUCTIONS AND PURPOSE OF VALUATION.....                                  | 1                                   |
| 2.0  | DATE OF INSPECTION AND VALUATION .....                                      | 1                                   |
| 3.0  | GENERAL DESCRIPTION AND TYPE OF THE PROPERTY.....                           | 1                                   |
| 4.0  | LOCATION AND LOCALITY .....   | 2                                   |
| 5.0  | TENURE AND OWNERSHIP .....  | 2                                   |
| 5.1  | <b>ENCUMBRANCES</b> .....   | 3                                   |
| 6.0  | PLANNING AND STATUTORY REGULATIONS .....                                    | 3                                   |
| 7.0  | SECURITY MARKETABILITY.....   | 3                                   |
| 8.0  | DEFINITIONS OF KEY TERMS AS USED IN THIS REPORT .....                       | 4                                   |
| 8.1  | REPLACEMENT COST.....   | 4                                   |
| 8.2  | DEPRECIATED REPLACEMENT COST.....   | 4                                   |
| 8.3  | MARKET VALUE.....   | 4                                   |
| 8.4  | FORCED SALE VALUE.....  | 5                                   |
| 8.5  | INSURABLE VALUE .....   | 5                                   |
| 9.0  | THE NATURE OF MORTGAGE ARRANGEMENTS.... <b>Error! Bookmark not defined.</b> |                                     |
| 9.1  | MORTGAGE TRANSACTION..... <b>Error! Bookmark not defined.</b>               |                                     |
| 9.2  | THE MORTGAGEE’S SECURITY WHEN THE MORTGAGOR<br>DEFAULTS .....               | <b>Error! Bookmark not defined.</b> |
| 10.0 | VALUATION METHODOLOGY USED .....  | 6                                   |
| 11.0 | STANDARD LIMITING CONDITIONS .....  | 7                                   |
| 12.0 | APPENDICES .....  | 7                                   |
| 13.0 | DETAILED VALUATION REPORT .....   | 8                                   |
| 13.2 | PROPOSED SECURITY GUARD BLOCK .....   | 10                                  |
| 14.0 | SCHEDULE OF AREAS (GEA BASIS).....  | 11                                  |
| 15.0 | PLOT AND SITEWORKS .....  | 11                                  |
| 16.0 | SERVICES.....   | 12                                  |
| 17.0 | OPINION OF VALUE .....  | 13                                  |
| 18.0 | CERTIFICATION.....  | 13                                  |
| 19.0 | APPENDICES .....  | 14                                  |
| 19.1 | SCHEDULE OF INCOMPLETNES.....   | 14                                  |
| 19.2 | SKETCH PLANS.....   | 15                                  |
| 19.3 | GENERAL OVERVIEW OF THE SATELLITE IMAGE .....                               | 16                                  |
| 19.4 | COPY OF LEASE OF AGREEMENT .....  | 17                                  |
|      | .....   | 17                                  |
| 19.5 | COPY OF INSTRUCTION LETTER.....   | 26                                  |
| 19.6 | VALUATION WORKSHEET .....   | 27                                  |

**VALUATION REPORT OF A PROPERTY ON PLOT NO. 719/1/3,  
MIKOCHENI 'B' AREA, KINONDONI MUNICIPALITY  
IN DAR ES SALAAM CITY,  
FOR MORTGAGE FINANCING PURPOSE**

**1.0 INSTRUCTIONS AND PURPOSE OF VALUATION**

We, **KAN CONSULTS COMPANY LIMITED** of P.O. Box 11846, Dar es salaam has been instructed by **M/s BAOHOON COMAPANY LIMITED of P.O. Box 80504, DAR ES SALAAM CITY** to carry out a physical survey and thereafter prepare a detailed valuation report of the subject property.

The purpose of this valuation is to establish an opinion of the **Current Market Value**, of the subject property in its entirety, for Financial Reporting Purpose.

In accordance to the terms of reference, we have carried out the said exercise and contained in this booklet is our valuation report.

**2.0 DATE OF INSPECTION AND VALUATION**

The property was physically surveyed and valued on June, 2025 by **PRV Justine Alex** from KAN Consults accompanied by the KCB Bank Officer: **Mr. Robert H. Matemu (0621757235)**. The values expressed in this booklet are those current on the stated date. The same will remain valid for a period of Twelve (12) months from the date of valuation on the assumption that there are no major national, political and economic changes or any factors which can be potential to value changes in the subject location.

**3.0 GENERAL DESCRIPTION AND TYPE OF THE PROPERTY**

The entirety comprises of a Warehouse Building with a Proposed Security Guard Block all built to a good standard of workmanship and material specification developed on a low-density plot at Mikocheni 'B' Area in Kinondoni Municipality.

#### 4.0 LOCATION AND LOCALITY

The subject property is specifically located on Plot No. 719/1/3, Mikocheni 'B' Area in Kinondoni Municipality, Dar es Salaam City. The property is adjacent to Gulf Concrete and Cement Products Co. Ltd yard and it is along Mikocheni Industrial road (heading to Mikocheni Kwa Warioba) that's branches off New Bagamoyo road at ITV bus stop to the left side as one drives from Mwenge to Morocco. Major notable landmarks proximity to the subject property are St. Martha Catholic Church, Gulf Concrete and Cement Products Co. Ltd industrial yard, Institute of Tax Administration and NACTE Office. The developments within the neighborhood are characterized by Commercial, Institutional and Industrial properties.

The subject property lies under the following GPS Coordinates Latitude and Longitude: **-6.761721°**, **39.241732°**.



Satellite view of the subject property under appraisal

#### 5.0 TENURE AND OWNERSHIP

The property is legally owned by **FREDRICK TLUWAY SUMAYE** as a Lessor of P. O. Box 14340 Dar es Salaam, Tanzania with a **Plot No. 719/1/3, Mickocheni 'B' area in Kinondoni Municipality and Title No. 47568.**

Currently the Property is under the lease agreement between **FREDRICK TLUWAY SUMAYE (Lessor)** of P. O. Box 14340 Dar es Salaam and **BAOHOON COMPANY LIMITED** a body corporate (**Lessee**) of P. O. Box 80504 Dar es Salaam, as stipulated on the lease agreement dated on 5<sup>th</sup> July 2024. The lease agreement is held for the term of 15 years effect from **1<sup>st</sup> July, 2024**

**5.1 ENCUMBRANCES**

See the attached Official Title Search report from the office of the Registrar of Title Deed.

**6.0 PLANNING AND STATUTORY REGULATIONS**

| <b>General Description</b> |  |     |   |
|----------------------------|--|-----|---|
| Local Authority            | Kinondoni Municipality   |     |   |
| Permitted Land uses        | The zoning regulations attached to this Plot are for Commercial & Retail.                                  |     |   |
| Compliance                 | The property complies with Town Planning conditions  | Yes | ✓ |
|                            |  | No  |   |
| Comments                   | The plot is located in a well-planned and designed neighborhood with access to all services and utilities. |     |   |

**7.0 SECURITY MARKETABILITY**

|          |  |
|----------|--|
| Comments | <p>In case of potential foreclosure, the future sale of the subject properties and the sale ability of the properties are feasible due to the fact that Kinondoni Municipality specifically <b>Mikocheni ‘B’</b> neighborhood is an ever-growing neighborhood where both land values and rental values keep on appreciating. However, the ability of the subject property to attract prospective buyers regardless of the Market conditions will be due to the following factors: -</p> <ul style="list-style-type: none"> <li>• Good maintenance record of the buildings (Wear and tear)</li> <li>• Modern design of the building</li> <li>• Easily accessible throughout the weather, its accessible to major services and infrastructures</li> <li>• Recent record of marketability of landed properties especially in neighborhood</li> </ul> <p>With the above aforementioned facts, we confirm that, the Security marketability for the subject property is viable and feasible.</p> |
|----------|--|

## **8.0 DEFINITIONS OF KEY TERMS AS USED IN THIS REPORT**

### **8.1 REPLACEMENT COST**

The Replacement Cost of a property refers to the cost of replacing or reinstating (as new) the property under appraisal at the date of valuation or that of a similar substitute property performing or capable of performing the same function or offering the same utility less the land/site value component in the case of buildings.

### **8.2 DEPRECIATED REPLACEMENT COST**

The Depreciated Replacement Cost of a property/asset refers to the Replacement Cost of the property or asset under appraisal less an allowance for its physical, economic and functional obsolescence. Where the Replacement Cost Approach has been used in the valuation of an asset, the Depreciated Replacement Cost thereto assessed is equated to the assets Market Value. In depreciating the existing developments on the subject property, we have used the Straight-Line Method of Depreciation by taking the ratio of the life of the building over the estimated life span of the building; therefore

- a) The life of the building = Year of Valuation – Year of finishing construction.
- b) The estimated life span of the building is 50 years prior to standard of building materials used and workmanship.
- c) Depreciation by straight line method.

### **8.3 MARKET VALUE**

The International Valuation Standard 1 (IVS1) defines Market Value as

*“The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.”*

The Market Value of a property is the highest price in terms of money, which the land parcel under appraisal would be expected to bring in a competitive and open market under conditions, requisite for a fair sale.

Implicit in this definition is the consummation of a sale at a specific date and the passing of ownership from seller to buyer under condition whereby: -

- Both the buyer and seller are economically motivated and are both acting prudently.
- The sale price is not affected by any undue influence
- Both parties are well informed and well advised and are acting in what they consider to be their own best interest.
- Reasonable time is allowed for the exposure of the property in the open market.

#### **8.4 FORCED SALE VALUE**

It is very rare that the collateral of a defaulting mortgagor will be sold under perfect market conditions, hence realizing a market value. It would usually be sold within a time limit whereof a sale would be required to take place within that time limit, at the best price obtainable under the circumstance. It is this price, which is referred to as a forced sale value in liquidation value.

A Forced Sale Value or sometimes liquidation value therefore is the same as an open market value except that in the former, the vender would be forced to sell without the benefit of a reasonable period of time to negotiate the sale.

#### **8.5 INSURABLE VALUE**

The Insurable value of a property refers to the cost of replacing or reinstating (as new) the property under appraisal at the date of valuation or that of a similar substitute property performing or capable of performing the same function or offering the same utility.

## 9.0 VALUATION METHODOLOGY USED

There are five methods of valuation, which are generally applied, in deriving values of assets. Among these methods are the Comparative Method and the Replacement Cost Method of Valuation. Which method to use at any one time would depend on the purpose of the valuation, nature of the business/property to be valued and on the availability of data.

In this valuation report, we have used the Replacement Cost method to determine the **Current Market Value** of the unexhausted improvements on the property under appraisal whereas the Comparative Method of valuation has been used to determine the market value of the Land/site component.

The justification of the method is based on the assumption that the subject land parcel will be sold at the rate equivalent to recent sales of similar land parcels in the same neighborhood. Since land parcels are never similar, we are valuing 'differences of similar land parcels. The method pre-supposes that a more or less similar land parcel will realize the same money if floated to the market.

The method's rationale is that it orients sales to perfect market conditions as follows:

-

- ❖ There is a large number of able and prudent land buyers and sellers;
- ❖ Adequate subject land data is made available on the market without bureaucracy;
- ❖ A reasonable time is provided in marketing the land parcel(s);
- ❖ There are no forced or influential sales.

In the above circumstances, the value of the subject property appraised will be the market value, typical of market economy the direction in which our economy is moving to.

## 10.0 STANDARD LIMITING CONDITIONS

- This valuation report is confidential and limited to the client **M/s Baohoon Company Limited** and **KAN Consults Company Limited** and shall not be used for any other purpose, other than specified in the purpose of Valuation.
- Assumptions are made to the best of our knowledge and belief. Reliance is based on the information furnished to us by the client, inquiry from appropriate authorities but if the information provided to be otherwise no responsibility will be accepted.
- Neither the whole nor any part of this valuation report or any reference thereto may be included in any published document, circular, or statement without our written approval of the form and content in which it may appear.
- This clause is inserted to prevent any inadvertent errors or omissions in publication, which could give, rise to misunderstandings. We would, of course be prepared to agree to any such reference subject to the approval of the form and content in which it appears.
- We have assumed that the information given to us are true and reliable and we used such information in arriving at the opinion of value, but if the information is provided to be otherwise no responsibility will be accepted as per conditions stated in this report.
- The valuer, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question unless arrangements have been previously made.

## 11.0 APPENDICES

We have attached the following documents for easy reference and verification:

- Sketch Plans of the property
- Valuation Worksheet
- Copies of the Title Deed
- Valuation instruction letter

## 12.0 DETAILED VALUATION REPORT

### 12.1 WAREHOUSE BUILDING

This is a high-raised warehouse building adjoined with a double storey section contains both Administration area (Offices and bedrooms) and godown storage area. The warehouse is built and designed in good standard of workmanship and material specifications which provide sufficient space for both storage and production.



**Different elevations of the Main Building**

#### **Construction Details**

The building is built of a pitched roof covered with troughed Industrial sheets nailed on steel members. The ceiling to the godown storey are merely openings, while to the double storey administrative section the ceilings are of suspended PVC panels to both ground and upper floors. Walls are of giant rolled structural steel column which are infilled with cement sand blocks to the lower part/section, while the upper section is covered aluminium industrial sheets affixed on steel members. The lower section walls are smoothly plastered and rendered on both sides. While the internal wall to the upper section are fitted with painted gypsum boards. Internal partition walls are of cement blocks which are smoothly plastered and painted. Wall to wet

area clad with ceramic tiles. The upper and lower floors of the double storey section are separated by anti-slippery welded checkered steel sheets which are supported on the steel columns. Windows to the double storey section are of glazed panels in sliding aluminium casements. Ventilation to the godown is via concrete louver blocks. Main entrance doors to the godowns are via giant sliding metal grill gates, while, doors to the double storey administration section are of quality timber panel in timber frame, quality flush doors and glazed PVC panel in aluminium frames. The flooring to the godown storage area is of rough concrete slab to single storey section, while to the administration section are of ceramic tiles throughout.

### **Accommodation Details**

The warehouse is designed to provide for the following accommodation details: -

#### **Main Warehouse section**

- Undivided spacious godown storage hall

#### **Double Storey Section (Administration and Godown area)**

##### **Ground floor**

- 4Nos. Office rooms
- Spacious storage godown area.
- 2Nos. Common toilets each fitted with a Western type WC's, a Ceramic hand washing sink and a ceramic urinary bowl.

##### **Upper floor**

- 1No. Bedroom provided with Office and Common washroom fitted with Western type WC's, Ceramic hand washing sink and Overhead shower rose
- 3Nos. Self Bedroom provided with Office and Common washroom fitted with Western type WC's, Ceramic hand washing sink and Overhead shower rose
- Spacious godown storage hall



**Interior Views of the Warehouse Building**

**Conditions and Comment**

The building is in a good state of repair and maintenance.

**12.2 PROPOSED SECURITY GUARD BLOCK**

This is a semi-finished single storey building still under construction built to about 68% of completeness levels.



**Different elevations of the Proposed Security Guard Block**

### **Construction Details**

The building built of mono pitched roof covered with corrugated iron sheets nailed on timber members. Walls are built of sand cement blocks which is plastered and rendered on either sides. Window and Door are merely openings. The floor is of rough concrete slab.

### **Accommodation**

Upon completion the building is designed to provide the following accommodation details; -

- Guard room.

### **Conditions and Comment**

The building is still under construction at built to about 68% of construction and finishes. Pending items of construction and finishing include the following; -

- Ceiling work finishes
- Wall painting
- Fitting of Doors & windows
- Fitting of electrical appliances
- Floor finishing

### **13.0 SCHEDULE OF AREAS (GEA BASIS)**

|  |                        |
|--|------------------------|
| Double Storey Section (Administration Section) | 450.80m <sup>2</sup>   |
| Double Storey floor (Warehouse)                | 470.12m <sup>2</sup>   |
| Main Warehouse                                 | 2,509.02m <sup>2</sup> |
| Proposed Security Guard Block                  | 7.96m <sup>2</sup>     |

### **14.0 PLOT AND SITEWORKS**

The property is developed on a low-density plot measuring about **5100** square meters enclosed within a boundary wall fence with a perimeter **292.72** running meters. The wall is built of sand cement sand blocks which is plastered, rendered and painted on either side. The main entrance to the property is via giant sliding welded grille gates hung onto reinforced concrete columns. The unbuilt up area within the

compound is covered with paving concrete blocks containing approximately **1505.09** square meters.



**General overview of the plot and site works**

### **15.0 SERVICES**

Water and Electricity are connected to the property from their respective public mains. Drainage and foul water are directed towards onsite septic tank and soak way pits.

## 16.0 OPINION OF VALUE

In consideration of the value affecting factors specific to the property under appraisal and the information available to us, we are of the opinion that as of June, 2025, the **Market Value** of the Property on Plot No. 719/1/3 Mikocheni 'B' Area, Kinondoni Municipality in Dar es Salaam City is estimated as follows: -

- **Market Value: Tshs. 4,617,000,000/= (Four Billion Six Hundred Seventeen Million)**

## 17.0 CERTIFICATION

This Valuation report has been prepared for **M/s BAOHOON COMPANY LIMITED** For Financial Reporting Purpose For and on behalf of **KAN CONSULTS COMPANY LIMITED** and **Certified** by: -

**Suleiman Mussa Kasubi;**

.....  
Bsc. Land Man. & Valuation (ARU);  
Fully AREPTA, F.R.V (T)  
**Fully Registered & Licensed Valuer;**  
Reg. No. 119

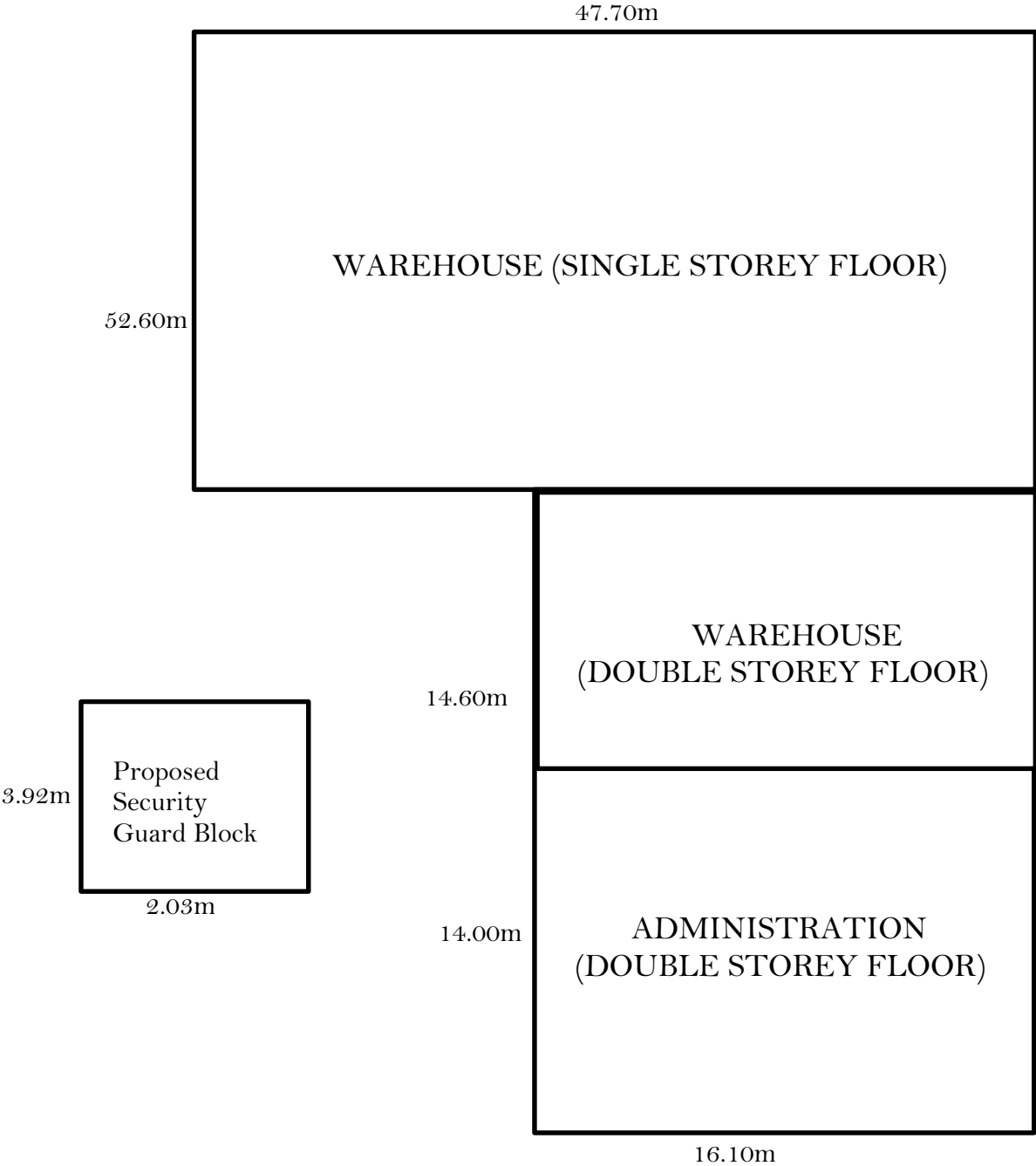
## 18.0 APPENDICES

### 18.1 SCHEDULE OF INCOMPLETNESS

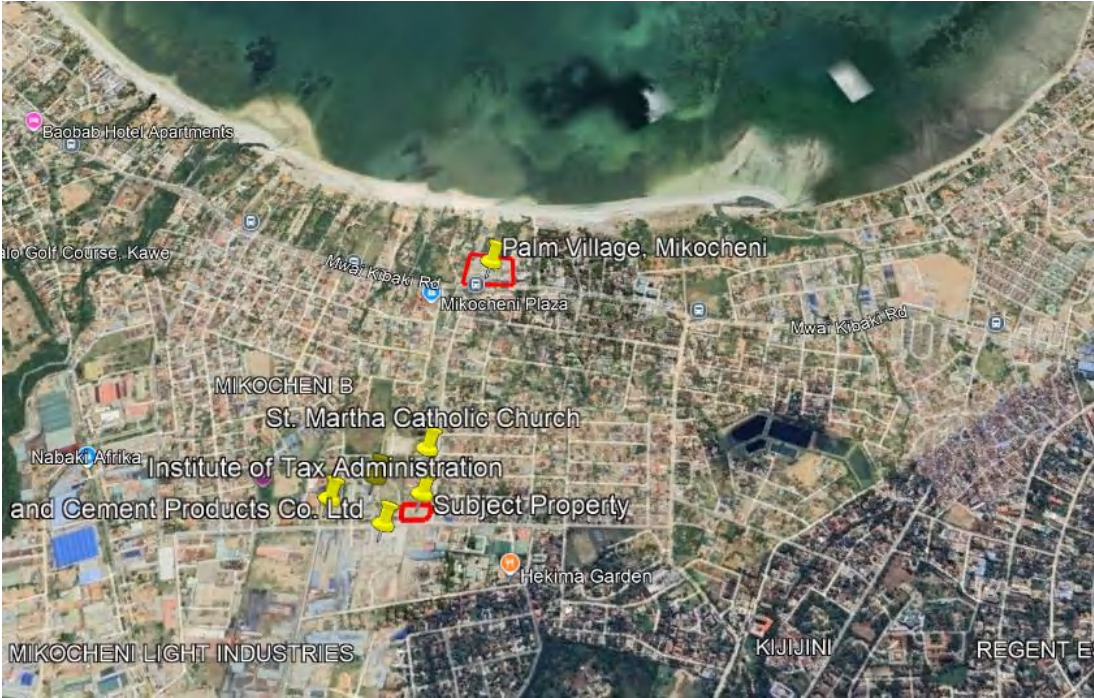
#### Estimated Level of completion (Proposed Security Guard Block)

| S/N | Construction Details                 | Status      | Estimated level (%) | Standard (%) |
|-----|--------------------------------------|-------------|---------------------|--------------|
| 1   | Plinth level with floor concrete     | Done        | 15                  | 15           |
| 2   | Full height of walls                 | Done        | 15                  | 15           |
| 3   | Roof work completed                  | Done        | 15                  | 15           |
| 4   | Plaster and Ceiling completed        | Partly Done | 13                  | 15           |
| 5   | Floor rendering and skirting         | Partly Done | 5                   | 6            |
| 6   | Sanitation work completed            | Done        | 6                   | 6            |
| 7   | Decoration and painting              | Not Done    | 0                   | 6            |
| 8   | Doors and windows in position        | Not Done    | 0                   | 15           |
| 9   | Water supply, storage tank           | Done        | 2                   | 2            |
| 10  | Cleaning site, building windows etc. | Done        | 5                   | 5            |
|     | <b>TOTAL</b>                         |             | <b>76%</b>          | <b>100%</b>  |

18.2 SKETCH PLANS



18.3 GENERAL OVERVIEW OF THE SATELLITE IMAGE



## 18.4 COPY OF LEASE OF AGREEMENT

### LEASE AGREEMENT

THIS LEASE AGREEMENT is made at Dar es Salaam on this 05<sup>th</sup> day of July, 2024.

### BETWEEN

**FREDERICK TLUWAY SUMAYE**, a natural person, resident of Dar es salaam of P.O. Box 14340 Dar es Salaam, Tanzania, lawful and legal owner of commercial/retail property located at and registered as **PLOT NUMBER 719/1/3 MIKOCHENI B AREA, KINONDONI, DAR ES SALAAM**; (hereinafter referred to as "the LESSOR" which expression shall, where the context so admits include its assignees, executors and other successors in title) of the one part.

### AND

**BAHOON COMPANY LIMITED** a body corporate of P.O. Box 80504, Dar es Salaam, Tanzania and TIN: 167-607-284 (hereinafter referred to as "the LESSEE" which expression shall, where the context so admits include its assignees, executors and other successors in title) of the other part.

**WHEREAS**, the LESSOR is the owner of commercial/retail premises situated at and registered as **PLOT NUMBER 719/1/3 MIKOCHENI B AREA, KINONDONI, DAR ES SALAAM TITTLE NUMBER 47568**, free from any adverse loan, mortgage, claims, disturbances, disputes, court process or otherwise. (Hereinafter referred to as ("Demised Premises")

**WHEREAS** the Lessor is willing and hereby leases to the Lessee the property for commercial use at rent namely for the Purposes of Constructing Storage, Business Facilities and Residential Premises;

**WHEREAS** the Lessee is desirous to acquire and hereby accepts the said property as Lessee for a period of fifteen (15) years;

**THEREFORE**, the Lessor hereby grants and demises unto the Lessee and the Lessee accept to occupy the demised premises with description and size specified herein on signing of this agreement under the following terms and conditions: -

#### 1.0 The Demised Premises

1.1 In consideration of the rent for commercial/rental space comprising the whole of **PLOT NUMBER 719/1/3 MIKOCHENI B AREA, KINONDONI, DAR ES SALAAM** where Lessee's covenants hereinafter reserved and contained the Lessor hereby demises unto the Lessee property situated at and registered as **PLOT NUMBER 719/1/3 MIKOCHENI B AREA, KINONDONI, DAR ES SALAAM**

#### 2.0 Tenure, Operationalization and Commencement of the Agreement

2.1 The Lessor leases the demised premises for a period of fifteen (15) years subject to the option for renewal hereinafter contained. This agreement is effective and binding upon parties on

signing and becomes operational on the date when the following shall happen (on the same day)

- a) The signing of the agreement;
- b) The initial payment of one year or as agreed is made in full;

- 2.2 **On lease sign off the Lessor commits to vacate the property at his own cost in good fashion and order, inclusive of all his employees and staff, watchmen included and hand it over to the Lessee within 7 days. Any item not removed will be discarded by the Lessee as garbage and the Lessee will not be liable for any loss, damage or duty of care on such items. Whereas after the proper handover which shall be done at the site including a signed hand over note, then the lessee shall make the payment.**
- 2.3 It is agreed that on expiry of the lease, the Lessee will hand over demised property and Both parties shall agree on distributions of the remaining assets including buildings, transformers with any other development. For avoidance of doubt, assets in this clause refers to assets owned by the Lessee. This is clearly separate from any assets, stock or otherwise owned by any Lessee's client who is residing or doing business at the building or residential property developed by the Lessee.
- 2.4 The Lessee shall not be allowed to sell, take a loan, mortgage, or dispose assets without prior knowledge and consent of the Lessor during the Lease Period and or/at end of the Lease period. Any disposal done if any shall be done in good faith between both parties and with consent of the Lessor.
- 2.5 The Lessor covenants and provides the Lessee with full rights and permission to demolish houses whether occupied or non-occupied; cut down trees on the premises and generally landscape or design the property as he so wishes without interference by the Lessor.
- 2.6 The Lessor covenants and provides the Lessee with full rights and permission to build new houses on the demised property as per Zonal Planning and Municipal Council Regulations;
- 2.7 It is clearly understood that the Lessee will develop the Property for Commercial Use and will sub-lease developments made on the demised property at rent to his clients as the lessee wishes to sublease.
- 2.8 Pursuant to Clause 2.6 above, the Lessor has no right to interfere, advise, or do anything that affects the businesses or operational matters of any client or Lessee of the Lessee on the property; except where the operation or business contravenes government regulations or is illegal.
- 2.9 This agreement shall be Registered at the Register of Title after execution of this agreement, pursuant to the laws of the United Republic of Tanzania, and the original registered agreement shall be served to the lessee for records.

**3.0 Rent and Mode of Payment**

In consideration of the lease stated herein above, the Lessee shall pay rent which is inclusive of Withholding Taxes as per schedule tabulated in Clause 3.1.2 below. Whereas the lessee shall deduct the WHT for every rent payment and pay the remaining amount and submit the WHT certificate and proof of payment to the Lessor.

**3.1.1** The Lessee shall be given a grace period of five free months on lease sign off for construction purposes. As such rent shall be construed to begin five months after contract signing; that is payment period will commence on 01<sup>st</sup> December, 2024.

**3.1.2** Rent shall be increasing by United States Dollar Two Hundred (USD. 200) every year on the base rent after year two. This is as per table tabulated below:

| S/No | Year   | Rent per month     | Rent per year                       |
|------|--|--------------------|-------------------------------------|
|      | Year 1 (01 <sup>st</sup> July 2024 – 30 <sup>th</sup> November 2024)     | free               | free                                |
| 01   | Year 1 (01 <sup>st</sup> December 2024 – 30 <sup>th</sup> November 2025) | \$3,500 per month  | \$42,000 per year (less 10% of WHT) |
| 02   | Year 2 (01 <sup>st</sup> December 2025 – 30 <sup>th</sup> November 2026) | \$3,500 per month  | \$42,000 per year (less 10% of WHT) |
| 03   | Year 3 (01 <sup>st</sup> December 2026 – 30 <sup>th</sup> November 2027) | \$3,700 per month  | \$44,400 per year (less 10% of WHT) |
| 04   | Year 4 (01 <sup>st</sup> December 2027 – 30 <sup>th</sup> November 2028) | \$ 3,900 per month | \$46,800 per year (less 10% of WHT) |
| 05   | Year 5 (01 <sup>st</sup> December 2028 – 30 <sup>th</sup> November 2029) | \$4,100 per month  | \$49,200 per year (less 10% of WHT) |
| 06   | Year 6 (01 <sup>st</sup> December 2029 – 30 <sup>th</sup> November 2030) | \$ 4,300 per month | \$51,600 per year (less 10% of WHT) |
| 07   | Year 7 (01 <sup>st</sup> December 2030 – 30 <sup>th</sup> November 2031) | \$4,500 per month  | \$54,000 per year (less 10% of WHT) |
| 08   | Year 8 (01 <sup>st</sup> December 2031 – 30 <sup>th</sup> November 2032) | \$4,700 per month  | \$56,400 per year (less 10% of WHT) |
| 09   | Year 9 (01 <sup>st</sup> December 2032 – 30 <sup>th</sup> November 2033) | \$ 4,900 per month | \$58,800 per year (less 10% of WHT) |

|    |   |                    |                                     |
|----|---|--------------------|-------------------------------------|
| 10 | Year 10 (01 <sup>st</sup> December 2033 – 30 <sup>th</sup> November 2034) | \$ 5,100 per month | \$61,200 per year (less 10% of WHT) |
| 11 | Year 11 (01 <sup>st</sup> December 2034 – 30 <sup>th</sup> November 2035) | \$5,300 per month  | \$63,600 per year (less 10% of WHT) |
| 12 | Year 12 (01 <sup>st</sup> December 2035 – 30 <sup>th</sup> November 2036) | \$ 5,500 per month | \$66,000 per year (less 10% of WHT) |
| 13 | Year 13 (01 <sup>st</sup> December 2036 – 30 <sup>th</sup> November 2037) | \$5,700 per month  | \$68,400 per year (less 10% of WHT) |
| 14 | Year 14 (01 <sup>st</sup> December 2037 – 30 <sup>th</sup> November 2038) | \$5,900 per month  | \$70,800 per year (less 10% of WHT) |
| 15 | Year 15 (01 <sup>st</sup> December 2039 – 30 <sup>th</sup> November 2040) | \$6,100 per month  | \$73,200 per year (less 10% of WHT) |

3.1.3 The rent shall be paid in full for every year in advance as per above schedule subject to Lessor's invoice, signing and appropriate registration of this lease at Dar es Salaam Land Registry.

3.1.4 The rent shall be paid in cash or deposited into the following account except where different instructions have been issued by the Lessor

|                |                  |
|----------------|------------------|
| Bank Name      | Equity Bank      |
| Account Name   | Frederick Sumaye |
| Account Number | 3002111737258    |

4.0 **THE LESSEE HEREBY COVENANTS WITH THE LESSOR** as follows:

- 4.1 To pay during the said term the said reserved rents at the times and in the manner aforesaid;
- 4.2 To pay all charges for all utilities such as electricity, water, sewage, sanitation if any, in respect of the demised premises accrued and payable during the tenure of the lease period and upon the expiration to provide documentary evidence for having settled all the above referred charges. A separate electricity meter will be provided to the Lessee.
- 4.3 To keep the demised premises in a good condition that will be safe to the environment and the neighboring surroundings and community.

- 4.4 Not to keep or permit to be kept on the demised premises any materials of dangerous or explosive nature or the keeping of which may contravene any statutes or local regulations or by Laws or to carry on or do anything that may constitute a nuisance to public or private nature or be a cause of disturbance or annoyance, or danger to neighbors, or public.
- 4.5 To pay for insurance, fire protection equipment and install safety devices as may be required by law or as the situation may warrant.
- 4.6 Not to do or permit of suffer to be done anything, which will cause any insurance of the demised premises against loss or damage by fire or other risks covered by the Lessee's insurance policy to become void;
- 4.7 To comply forthwith in all respects with the provisions of every enactment (which expression in this sub-clause includes every Act of parliament now or hereafter enacted and every instrument regulations and by-law and every notice order or direction and every license consent or permission made or given thereunder) so far as the same shall affect the demised premises and to indemnify the lessor against any loss or damage resulting from an infringement by the Lessee of any such regulation or non-compliance with any such regulation or requirement. This includes regulations in regards to garbage collection, health regulations, environmental protection etc.
- 4.8 Not to allow, use or permit the said demised premises to be used improperly, immorally or for illegal purposes.
- 4.9 To at all times clean regularly the internal and external part of the demised premises.
- 4.10 To permit the Lessor and or his properly identified agent/agents at all reasonable times of the day and upon not less than 24 hours' prior notice addressed to the Lessee to enter upon the demised premises for general administrative purposes.

**THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:**

- 4.11 To maintain in good working order and repair all sewers drains channels, sanitary pipes, and wires and cables and supply lines.
- 4.12 The Lessor will provide separate water and electrical meter for exclusive use of the Lessee.
- 4.13 To pay all taxes pertaining to land tenure, stamp duty on rent and building which shall timely be discharged so as to avoid any possible disturbances to the Lessee.
- 4.14 That upon the Lessee paying the reserved rent, observing and performing the covenants and stipulations herein shall peacefully hold and enjoy the demised premises throughout the said term without any interruption by the Lessor or any person claiming any right whatsoever under or in trust for the Lessor.

- 4.15 Shall give the Lessee full cooperation during the initial start of operations and thereafter as need may arise. This includes the facilitation of getting the building permit and any other related task that shall need the cooperation of the Lessor. Whereas the cost of getting building permit shall be covered by the lessees.
- 4.16 The Lessor shall be responsible to change the land use from resident to commercial use within 5 months of the grace period. Whereas the lessor shall pay all the related cost of the changes.
- 4.17 in the event where the lessor failed to change the land use, then the lessor shall reimburse back the rent paid to the lessor.
5. **PROVIDED ALWAYS THAT IT IS HEREBY MUTUALLY AGREED AND DECLARED AS FOLLOW:**
- 5.1 That if the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for thirty (30) days after the invoice or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants and obligations herein contained and its part to be performed and observed the Lessor shall be entitled to issue a demand note to direct Lessee to rectifies the breach and if it is not rectified in 30 days, then it will be construed that the Lessee has broken the agreement, and the Lessor will be at liberty to take further steps to conclude the agreement.
- 5.2 In the event of any dispute of claim arising from or in connection with this Lease agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to court or arbitration in Dar es Salaam Tanzania for adjudication and settlement.
- 6.0 **Renewal**  
On expiry of this lease both parties have option of renewal subject to negotiations on new terms to be mutually agreed upon by both parties.
- 7.0 **Force Majeure**
- 7.1 Neither party shall be liable to the other for inability to perform or delayed performance in case of inability or delay arising from any cause beyond the reasonable control of such party, provided that the existence happening of such cause has been drawn to the attention of the other party within a reasonable time of occurrence of such cause (here after referred as "force majeure event"). For the purposes of this clause a force majeure event shall be deemed to include, declared war which will affect Dar es Salaam City, earthquake, political uprising followed by breaking houses, causing fear and life threats in Dar es Salaam, coup d'etat, floods, fire, explosions, national government martial law on the imposed on either party or any other cause beyond control of the party affected.

**8.0 Termination**

- 8.1 It is expected that during the whole period of agreement in force, goodwill will prevail above everything else. However, the possibility of misunderstanding cannot be ruled out. In such case either party shall be at liberty to give a 90-day termination notice to the other party;
- 8.2 Should the Lessee be compelled for whatever reason and wants to terminate the Agreement, he will issue the 90 days' notice in writing and will be required to vacate the premises in 90 days from issuance of the notice. The demised premises must be left in good, clean and tenable condition.
- 8.3 In the event of 8.2 above any rent that has been paid will be forfeited to the Lessor. It will be taken as if the agreement has come to an end, therefore all assets on the demised premises shall be the property of the Lessor with no reimbursement of any part of the cost of construction to the Lessee.
- 8.4 Should the Lessor wish to terminate the Agreement, a 90 days' notice in writing shall be issued to the Lessee.
- 8.5 In the event of 8.4 above, the Lessor has to return the rent paid that has not been utilized within 14 working days. On top of that the Lessor has to pay pro-rata the full cost of construction (of USD 70,000 for ground and USD 400,000 for other building cost) and other related costs within 14 working days to the Lessee.
- 8.6 In case of Lease Agreement Renewal, a three months' notice of such intention must be given to the Lessor by the Lessee before the Expiry of the current lease agreement

**9.0 Contact Address.**

For the purposes of the serving of all notices and processes in terms of this Agreement, shall be in writing and shall be served by registered posting in prepaid envelope to the address provided and or in case of the Lessee by delivering the same to its registered office. However, for the fast delivery of information other means of communication can be applied including;

**a. For lessor:**

email: fredsumaye@yahoo.com  
Tel No: 0786977517/0715888865

**b. For lessee:**

email: 32231437@qq.com  
Tel No: 0766373666/+8613758910685

**10.0 Variations of terms of this Agreement.**

No variation of any of the terms and conditions of this agreement shall be of any force or effect unless the same is recorded in writing, and signed by both parties to this Agreement.

11.0 **Governing Laws.**

This agreement is governed by the laws of the United Republic of Tanzania and in particular is subject to the specific provisions governing leases as set out in the Land Act and other operative statutes.

12.0 **Disputes and Disagreement.**

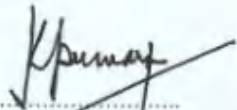
Both parties agree that in case of any disagreement or dispute they shall first endeavor to amicably settle it prior to invoking any court's or arbitrations process.

13.0 **Whole Agreement.**


This agreement shall be construed as whole and also binding interparties and in the event any term or clause is unenforceable, the rest shall be and remain valid and fully enforceable.

**IN WITNESSETH WHEREOF** the parties hereto have set their hands to these presents as validly known and done in the manner herein under appearing: -

SIGNED & DELIVERED in Dar es Salaam the said, **FREDERICK TLUWAY SUMAYE**, who is known to me personally, or have been identified to me by .....  
the latter being known to me personally on this.....05.....day of July 2024

  
.....  
**LESSOR**


**BEFORE ME:**

Name: MAMMAN MAMMANI  
Signature:   
Address: P.O. Box 3208, DSM  
Qualification: ADVOCATE



SIGNED, AND STAMPED/SEALED BY **BAOHOON COMPANY LIMITED** at Dar es salaam, this 05 day of July 2024

**BAOHOON COMPANY LIMITED**  
**DAR-ES-SALAAM**  
**TANZANIA**  
**LESSEE SEAL**

Name: ZHANG WEI MIN  
Signature:   
Designation: .....

Name: .....

**BEFORE ME:**

Name: ..... Mahmoud Mwanishi .....  
Signature: ..... [Signature] .....  
Address: P.O. Box 1280, DSM  
Qualification: Advocate



**DRAWN BY:**

Legal Department,  
Baohoon Company Limited  
Dar es Salaam, Tanzania

**18.5 COPY OF INSTRUCTION LETTER**

**18.6 VALUATION WORKSHEET**

| Property Description  | Area In GEA (Basis) | Reducing Factor In % | Reduced Floor Area | Rate per Sq.M/Sale Price Per Acre | REPL. COST           | DEPR./INC | VALUES (TZS)         |
|---|---------------------|----------------------|--------------------|-----------------------------------|----------------------|-----------|----------------------|
| <b>Double Storey Section Administration Section</b>                                 |                     |                      |                    |                                   |                      |           |                      |
| 14*16.1*2   | 450.8               | 100%                 | 450.8              | 550,000                           | 247,940,000          | 2%        | 242,981,200          |
| <b>Double Storey Section: Godown Section</b>  |                     |                      |                    |                                   |                      |           |                      |
| 14.6*16.1*2   | 470.12              | 100%                 | 470.12             | 500,000                           | 235,060,000          | 2%        | 230,358,800          |
| <b>Main Warehouse Block</b>   |                     |                      |                    |                                   |                      |           |                      |
| 52.6*47.7   | 2509.02             | 100%                 | 2509.02            | 400,000                           | 1,003,608,000        | 2%        | 983,535,840          |
| <b>Proposed Security Guard Office</b>   |                     |                      |                    |                                   |                      |           |                      |
| 3.92*2.03   | 7.9576              | 100%                 | 7.9576             | 400,000                           | 3,183,040            | 2%        | 3,119,379            |
| <b>SUB TOTAL</b>  | <b>3437.8976</b>    |                      | <b>3437.8976</b>   |                                   | <b>1,489,791,040</b> |           | <b>1,459,995,219</b> |
| <b>Add: Value of Site works</b>   |                     |                      |                    |                                   |                      |           |                      |
| Add: Siteworks @ 1% of Current Repl. Cost for septic tank and platform for weighing |                     |                      |                    |                                   | 5,737,769            | 5%        | 5,450,881            |
| Add: Siteworks @ 1500 running metres of a wall fence with a steel gate              | 1500                |                      |                    | 35,000                            | 52,500,000           | 5%        | 49,875,000           |
| Add: Siteworks @ 292.72 running metres of a wall fence with a steel gate            | 292.72              |                      |                    | 150,000                           | 43,908,000           | 5%        | 41,712,600           |
| <b>SUB-TOTAL - BUILDING COMPONENTS</b>  |                     |                      |                    |                                   | <b>1,591,936,809</b> |           | <b>1,557,033,700</b> |

| Property Description   | Area In<br>GEA<br>(Basis) | Reducing<br>Factor In<br>% | Reduced<br>Floor<br>Area | Rate per<br>Sq.M/Sale<br>Price Per Acre | REPL. COST | DEPR./INC | VALUES<br>(TZS)      |
|--|---------------------------|----------------------------|--------------------------|---|------------|-----------|----------------------|
| <b>B: LAND VALUE COMPONENT</b>   |                           |                            |                          |   |            |           |                      |
| Add: Land Value component based on market sale prices of comparable land parcels within Mikocheni B Area within Kinondoni Municipality | 5100                      |                            |                          | 600,000                                 | N/A        | N/A       | 3,060,000,000        |
| <b>Market Value (A+B)</b>  |                           |                            |                          |   |            |           | <b>4,617,033,700</b> |
| <b>Rounded to</b>  |                           |                            |                          |   |            |           | <b>4,617,000,000</b> |
| <b>Forced Sale Value @75% of MV</b>  |                           |                            |                          |   |            |           | <b>3,462,750,000</b> |
| <b>Rounded to</b>  |                           |                            |                          |   |            |           | <b>3,463,000,000</b> |
| <b>INSURANCE VALUE ASSESSMENT</b>  |                           |                            |                          |   |            |           |                      |
| <b>Current Replacement Cost</b>  |                           |                            |                          |   |            |           | <b>1,489,791,040</b> |
| <b>ADD: Professional fees, Site clearance and Inflation @8%</b>  |                           |                            |                          |   |            |           | <b>119,183,283</b>   |
| <b>Insurable Value</b>   |                           |                            |                          |   |            |           | <b>1,608,974,323</b> |
| <b>Rounded to</b>  |                           |                            |                          |   |            |           | <b>1,609,000,000</b> |

**Proposed Baphoon Lugwadu Godown Project**



**Latest Audited Financial Statements**



## **ACKNOWLEDGEMENT RECEIPT**

**Taxpayer Name:** BAOHOON COMPANY LIMITED  
**Taxpayer TIN:** 167-607-284  
**Filed by:** WEIMIN ZHANG  
**Declarant TIN:** 127-352-011  
**Return Type:** Return of Income for Entity - All Businesses except Insurance, Banking, Mining or Petroleum  
**Period :** 2024  
**Submitted on:** 01 August 2025 05:42:52 PM

### **ACKNOWLEDGEMENT OF RECEIPT**

Thank you for using e-filing services.

Tanzania Revenue Authority (TRA) hereby acknowledge that on 01 August 2025 05:42:52 PM received your document and assigned an e-document number 2024167607284013938558 as per Regulation 72 of the Tax Administration (General) Regulations, 2016. Please quote this number in communication regarding this particular document.

***"Together We Build Our Nation"***

**AZIZ RAJABU SOKA  
Regional Manager  
Kinondoni Tax Region**

**P.O.BOX-9774, Dar es Salaam, Tanzania ,  
Tel:022-2771841,022-2771846,022-2771859  
Email :rm\_kinondoni@tra.go.tz Website:www.tra.go.tz**

**BAHOON COMPANY LIMITED  
P.O.BOX 80504**

**DAR ES SALAAM, TANZANIA**

**THE REPORT BY THOSE CHARGED WITH GOVERNANCE AND  
FINANCIAL STATEMENTS**

**FOR THE YEAR ENDED 31 DECEMBER 2024**

| <b>CONTENTS</b>   | <b>PAGE</b> |
|---|-------------|
| List of abbreviations                                       | ii          |
| Company information   | iii         |
| The Report of those charged with governance                 | 1 - 8       |
| Statement of those charged with governance responsibilities | 9           |
| Declaration of the head of finance/accounting               | 10          |
| Independent auditor's report                                | 11 - 13     |
| Financial statements:                                       |             |
| Statement of profit or loss and other comprehensive income  | 14          |
| Statement of financial position                             | 15          |
| Statement of changes in equity                              | 16          |
| Statement of cash flows                                     | 17          |
| Notes to the financial statements                           | 18 - 31     |

## **LIST OF ABBREVIATIONS**

|      |   |
|------|---|
| IAS  | International Accounting Standards          |
| BOT  | Bank of Tanzania                            |
| CPA  | Certified Public Accountant                 |
| CSR  | Corporate Social Responsibility             |
| IFRS | International Financial Reporting Standards |
| ISA  | International Standards on Auditing         |
| KPI  | Key Performance Indicators                  |
| MD   | Managing Director                           |
| ML   | Management Letter                           |
| NBAA | National Board of Accountants and Auditors  |
| NSSF | National Social Security Fund               |
| PAYE | Pay as you Earn                             |
| SDL  | Skills and Development Levy                 |
| TIN  | Tax Identification Number                   |
| TCWG | Those Charged with Governance               |
| TFRS | Tanzania Financial Reporting Standards      |
| TZS  | Tanzanian Shillings                         |
| VAT  | Value Added Tax                             |
| WCF  | Workers Compensation Fund                   |

**ORGANISATION INFORMATION**

**REGISTERED OFFICE AND  
PRINCIPAL PLACE OF  
BUSINESS** : Baphoon Company Limited  
: P.O. Box 80504  
: Mkwawa Street, Oyster Bay  
: Dar es Salaam  
: Tanzania

**PRINCIPAL OFFICER** : Mr. Weimin Zhang                      Managing Director

**PRINCIPAL BANKER** : CRDB Bank Plc  
: P.O. Box  
: Dar es Salaam  
: Tanzania

**INDEPENDENT AUDITOR** : Net Worth& Tax Accountants  
: Certified Public Accountant in Public Practice  
: P.O. Box 63360  
: Dar es Salaam  
: Samora / Mkwepu Street Plot No. 583/9  
Appt 112  
: Email: [networthtax2020@gmail.com](mailto:networthtax2020@gmail.com)  
:  
:

## REPORT BY THOSE CHARGED WITH GOVERNANCE

### 1 INTRODUCTION

Those Charged with Governance (TCWG) present this report together with the financial statements for the year ended 31 December 2023, which provides the results of Company's operations and its state of affairs. Those Charged with Governance prepared this report in compliance with Tanzania Financial Reporting Standards (TFRS) No.1 – The Report by Those Charged with Governance issued by National Board of Accountants and Auditors (NBAA) and became effective on 1 January 2021.

The report is addressed to primary users and other stakeholders by setting out the analysis of the Company's operations and financial review, with a forward-looking orientation. The report will assist primary users and other stakeholders in assessing the strategies adopted by the Company and the potential for those strategies to succeed toward creating value over the short-term, medium-term and long-term periods.

### 2 INCORPORATION

Baohoon Company Limited is a Local private limited liability company incorporated in Tanzania on 09<sup>th</sup> August, 2023 under Section 15 of the Companies Act of 2002 with registration No. 167607284 and obtained Tax Identification Number (TIN) No. 167607284 on 09<sup>th</sup> August, 2023.

### COMPANY'S MISSION

Our mission is being recognized as the world leader in developing world class real estate and warehousing solutions regionally.

### COMPANY'S VISION

Our vision is to becoming the most desirable warehousing and real estate provider countrywide.

### 3 PRINCIPAL ACTIVITY

The principle business of the company is as follows:

- (i) Real Estate solutions
- (ii) Provision of Warehousing and Storage Solutions

### 4 COMPOSITION OF THE BOARD OF DIRECTORS

The Director of the company who held office during the period and to the date of this report are as follows:

| S/n | Name             | Position          | Age  | Nationality |
|-----|------------------|-------------------|------|-------------|
| 1   | Mr. Weimin Zhang | Managing Director | 1982 | Chinese     |
| 2   | Mr. Lou Longfei  | Director          | 1982 | Chinese     |

## REPORT BY THOSE CHARGED WITH GOVERNANCE (CONTINUED)

### 5 DIRECTORS REMUNERATION

The company paid the Managing Director remuneration during the year of Tanzania Shillings (2023: TZS Nil). All details are shown on **Note 21**

### 6 CORPORATE GOVERNANCE

Tanzania business environment requires companies to comply with legal obligations so as to protect health, safety and other welfares of their employees. Moreover, it should also be noted that as business grows enterprises need to expand their responsibilities regarding employees' rights including hiring, firing, discrimination, harassment, safety, wages, payroll and benefits. To facilitate the process in supporting targeted entrepreneurs to comply with legal obligations, the company constantly conducted assessments to check adherence to legal obligations such as business licenses, income tax clearances, health and safety standards, among others.

The company is committed to the principles of effective corporate governance. The directors also recognize the importance of integrity, transparency and accountability.

### 7 MANAGEMENT

The Management of the Company is under the following departments;

- (i) Finance Department
- (ii) Operation Department

### 8 DIRECTORS' INTEREST

The directors hold a direct interest in the issued and paid up share capital of the company as shown

### 9 CAPITAL STRUCTURE

Authorised share capital of the company is Tanzanian Shillings 100,000,000 divided into 1,000 ordinary shares of Tanzanian Shillings 100,000 each. The shareholders of the company with their respective shareholdings is as follows:

| S/n | Name of the Shareholders | % Share holding | No of shares held |
|-----|--------------------------|-----------------|-------------------|
| 1   | Mr. Weimin Zhang         | 50%             | 500               |
| 2   | Mr. Longfei Lou          | 50%             | 500               |

**Notes 19** to the financial statements have more details on capital.

### 10 FUTURE DEVELOPMENT PLANS

The company will continued to improve its profitability through introduction of innovative products, focus on value-added customer services and business expansion while carefully managing both costs and risks.

## REPORT BY THOSE CHARGED WITH GOVERNANCE (CONTINUED)

### 11 FINANCIAL RESULTS

The results for the period are set out on **page 14** and are summarized as follows:

|                            | <b>31 Dec 2024</b>  | <b>31 Dec 2023</b> |
|----------------------------|---------------------|--------------------|
| <b>RESULTS</b>             | <b>TZS</b>          | <b>TZS</b>         |
| Profit before tax          | (48,197,160)        | (627,500)          |
| Tax charge                 | ( 11,130,000)       | (90,000)           |
| <b>Profit for the year</b> | <b>(59,327,160)</b> | <b>(717,500)</b>   |

### 12 RISK MANAGEMENT AND INTERNAL CONTROL

The Board accepts final responsibility for the risk management and internal control systems of the company. It is the task of management to ensure that adequate internal finance and operational control systems are developed and maintained on an ongoing basis in order to provide reasonable assurance regarding:

- The effectiveness and efficiency of operations;
- The safeguarding of the organization's assets;
- Compliance with applicable laws and regulations;
- The reliability of accounting records;
- Business sustainability under normal as well as adverse conditions; and
- Responsible behavior towards all stakeholders including beneficiaries.

The efficiency of any internal control system is dependent on the strict observance of prescribed measures. There is always a risk of non-compliance of such measures by staff. Whilst no system, of internal control can provide absolute assurance against misstatement or losses, the Company's systems are designed to provide the directors with reasonable assurance that the procedures in place are operating effectively.

### 13 SOLVENCY

The Board of directors confirms that applicable accounting standards have been followed and that the financial statements have been prepared on a going concern basis. The board of Directors has reasonable expectations that the company has adequate resources to continue in operational existence for the foreseeable future as ascribed by the Companies Act No. 12 of 2002 and International Financial Reporting Standards (IFRSs).

### 14 EMPLOYEES' WELFARE

#### i. Management and Employees' Relationship

There were continued good relations between employees and management for the year ended 31 December 2024. There were no unresolved complaints received by Management from the employees during the year.

## REPORT BY THOSE CHARGED WITH GOVERNANCE (CONTINUED)

### 14 EMPLOYEES' WELFARE (CONTINUED)

#### ii. Medical Assistance

There was no medical expenses in the Year ended 31st December, 2024, (2023: **NIL**)

#### iii. Occupational Safety, health and environment.

The Company took reasonable steps to safeguard the health, safety and welfare of its employees. For example, a safe and conducive working environment was availed to all employees by providing adequate working tools, proper personal protective equipment, hygiene, training and supervision.

#### iv. Health and Safety

The Company takes all reasonable and practical steps to safeguard health, safety and welfare of its employees. A safe working environment is ensured for all employees and contractors by providing adequate and proper personal protective equipment, training and supervision as necessary.

#### v. Retirement Benefits

The Company makes contributions to National Social Security Fund (NSSF), which are statutory defined contribution pension schemes. The Company's obligations under the schemes are limited to specific contributions legislated from time to time. During the year a total of **TZS 600,000** was contributed in 2024 (2023: **TZS 100,000**).

### 15 GENDER PARITY

The company is an equal opportunity employer. It gives equal access to employment opportunities and ensures that the best available person is appointed to any given position free from discrimination of any kind and without regard to factors like gender, marital status, tribes, religion and disability which does not impair ability to discharge duties.

As at 31 December 2024 the Company had 0 (2023: 0) employees. The following is the distribution of employees by gender:

| Gender       | 2024     | 2023     |
|--------------|----------|----------|
| Male         | 0        | 0        |
| Female       | 0        | 0        |
| <b>Total</b> | <b>0</b> | <b>0</b> |

### 16 POLITICAL AND CHARITABLE DONATIONS

The company made no political or charitable donations in the year under review.

### 17 CORPORATE SOCIAL RESPONSIBILITY

The Company recognizes its role and position in the society by understanding several Corporate Social Responsibility (CSR) initiatives. These initiatives are geared towards giving back to society as well as looking into people's welfare as a caring companion.

## REPORT BY THOSE CHARGED WITH GOVERNANCE (CONTINUED)

### 18 RELATIONSHIP WITH STAKEHOLDERS

In fulfilling their responsibilities, Directors believe that they govern the Company in the best interests of shareholders, whilst having due regard to the interests of other stakeholders in the Company including customers, employees, regulators and suppliers. The Company continues to maintain good relationship with all stakeholders.

Provided below are the key stakeholders and how the Company engage them;

| Stakeholder Category | Management of Stakeholders' relationship   |
|----------------------|--|
| Employees            | Employees are our number one key human resource, the board and management engage employees by Team player approach, collaborative and performance reward, and compensation system.   |
| Customers            | Our customers are the reason for our existence, at <b>Baphoon Company Limited</b> customer is a priority number one. Our services and products are customized and tailored to the best interest of our customers.  |
| Government Agencies  | <b>Baphoon Company Limited</b> work with the Government Agencies as our key stakeholder and market regulator to ensure compliance, sustainability, and fair practices in the market. The Company enjoys mutual and cordial relationship with the government. |
| Community            | The Company through its operations, engage the society for development and engage in Corporate Social Responsibility by supporting them in education, health, and agriculture as part of the Company CSI focus area.   |
| Investors            | Understanding the value of Company potential investor, the Company work hand by hand with its investors in operations and decision making to ensure investors awareness of its operations.   |
| Banks and Lenders    | Banks and other financial lenders are the great business partners for the support of the working capital management.   |
| Suppliers            | Understanding the importance of our suppliers, <b>Baphoon Company Limited</b> engage with suppliers in its day and day operations for supplies while considering value for money.  |
| Media                | As part of marketing, <b>Baphoon Company Limited</b> engages media in its events and operations to ensure the public and society at large its well informed of <b>Baphoon Company Limited</b> products, operations and competitive services.                 |

## REPORT BY THOSE CHARGED WITH GOVERNANCE (CONTINUED)

### 18 RELATIONSHIP WITH STAKEHOLDERS (CONTINUED)

| Stakeholder Category   | Management of Stakeholders' relationship   |
|------------------------|--|
| Regulatory authorities | As key important part of the Company, regulators are the main and center of <b>Baphoon Company Limited</b> operations to ensure compliance and operations within the set standards and fair operations and business. Baphoon Company Limited ensures engagement of regulatory authorities in its day-to-day operations for compliance and fair operations. |

### 19 ETHICAL BEHAVIOUR AND ORGANIZATION INTERGRITY

The Company corporate governance structure involves managing and controlling relationships amongst different stakeholders, Board of Directors, employees, customers, suppliers and the community at large. The Board and all employees of the Company observe values and ethical business all its business interactions and relationships to stakeholders.

### 20 LEGAL AND REGULATORY REQUIEMENTS

The board ensures that the Company is able to discharge its duties and comply with the requirements of statutory/regulatory bodies that affect the functioning and responsibilities of the Company:

- i Annually review and approve the Compliance Plan and ensure the necessary resources and budget available.
- ii Review and confirm the unrestricted access to key personnel and no undue restrictions have been placed on scope.
- iii Review compliance practices and procedures for enabling the Directors of the Company to discharge their regulatory and reporting responsibilities.
- iv Review the relationship and material communications, with the Company's regulators, including annual compliance statements.
- v Satisfy itself that the Risk and Compliance officer provides regular information on the level of compliance with laws and regulations or supervisory requirements and annually reports to the Committee on the overall status of compliance and any significant breakdowns that caused or may cause material loss or penalty.

Consider any significant compliance risk matters reported by the Risk and Compliance officer and monitor progress in rectifying these matters.

### 21 DIVIDEND

No payments of dividend in respect for the year ended 31 December 2024.

## **REPORT BY THOSE CHARGED WITH GOVERNANCE (CONTINUED)**

### **22 ACCOUNTING POLICIES AND CRITICAL JUDGEMENT AND ESTIMATES**

Results of the Company are sensitive to the accounting policies, assumptions and estimates that underlie the preparation of the financial statements. When preparing the financial statements, it is the Directors' responsibility under the Tanzania Companies Act 2002 to select suitable accounting policies and to make judgments and estimates that are reasonable and prudent. The accounting policies that are deemed critical to our results and financial position, in terms of the materiality of the items to which the policies are applied and the high degree of judgment involved, including the use of assumptions and estimation, are described in **Notes 18 and 31** to the financial statements.

### **23 COMMENTARY ON THE FINANCIAL PERFORMANCE FOR THE YEAR**

#### **Financial position**

The financial position of the Company is as set out in the statement of financial position shown on page 15

#### **Financial performance**

The financial performance of the Company is as set out in the statements of income as shown on page 14.

### **24 RESOURCE**

Apart from those items that are reflected in the statement of financial position, the Company has key strengths and resources, both tangible and intangible, which can assist the business in pursuit of its objectives. These resources are new modern facilities, competent management, committed and skilled personnel and a strong distribution channel.

### **25 RELATED PARTY BALANCES AND TRANSACTIONS**

All transactions with related parties are made at an arm's length in the normal course of business and on normal commercial terms and conditions. All related party balances and transactions are disclosed in **Note 20** of these financial statements

### **26 ENVIRONMENTAL CONTROL PROGRAMME**

The Company observes environmental protection requirements in its operations.

### **27 SERIOUS PREJUDICIAL ISSUES**

In the opinion of Directors, there are no serious prejudicial issues which are either to be disclosed or to be adjusted in the financial statements that could materially affect the financial statements.

### **28 STATEMENT OF COMPLIANCE**

The Director's report has been prepared in full compliance with Tanzania Financial Reporting Standards No. 1 (Those Charged with Governance Report)

## REPORT BY THOSE CHARGED WITH GOVERNANCE (CONTINUED)

### 29 CAPITAL COMMITMENT

As at 31 December 2024, the Company had capital commitments of Tzs. 509,199,740 being used for investment project by the company. (2023: Nil). The project is construction of warehousing facility at Mikocheni Plot 719/1/3 Dar es Salaam, Tanzania.

### 30 RESPONSIBILITY OF AUDITORS

The objectives of an auditor is to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

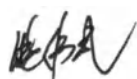
### 31 EVENTS AFTER REPORTING PERIOD

At the date of signing the financial statements, the Directors are not aware of any other matter or circumstance arising since the end of the financial year, not otherwise dealt with in these financial statements, which significantly affect the financial position of the Company and results of its operations.

### 32 INDEPENDENT AUDITORS

M/s Net Worth & Tax Accountants, Certified Public Accountants of P.O. Box 63360, Dar Es Salaam, the auditor of the company for the year ended 31 December 2024 have expressed their willingness to continue in office as auditors and are eligible for re-appointment. A resolution proposing the re-appointment of Networth & Tax Accountants as auditors of the Company for next will be tabled at the Annual General Meeting.

Approved by the board of directors and signed on its behalf by:

| Name            | Designation       | Signature   | Date       |
|-----------------|-------------------|---|------------|
| Mr Weimin Zhang | Managing Director |  | 05/03/2025 |

BAOHOON COMPANY LIMITED  
DAR-ES-SALAAM  
TANZANIA

### 33 STATEMENT OF DIRECTORS' RESPONSIBILITIES

It is the directors' responsibility under Companies Act 2002 to maintain adequate accounting records and is responsible for the content and integrity of the financial statements and related financial information included in this report. It is its responsibility to ensure that the financial statements fairly present the state of affairs of the organization as at the end of the financial year and the results of its operations and cash flows for the year then ended, in conformity with International Financial Reporting Standards and the requirements of the Companies Act of 2002 and requirements of the Tanzanian Companies Act, 2002. The external auditors are engaged to express an independent opinion on the financial statements.

The financial statements are prepared in accordance with International Financial Reporting Standards and the requirements of the Companies Act of 2002, and are based upon appropriate accounting policies consistently applied and supported by reasonable and prudent judgments and estimates.

The directors acknowledge that they are ultimately responsible for the system of internal financial control established by the organization and place considerable importance on maintaining a strong control environment. To enable the directors' to meet these responsibilities, the directors' sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the organization and all employees are required to maintain the highest ethical standards in ensuring the organization's business is conducted in a manner that in all reasonable circumstances is above reproach. The focus of risk management in the organization is on identifying, assessing, managing and monitoring all known forms of risk across the organization. While operating risk cannot be fully eliminated, the organization endeavors to minimize it by ensuring that appropriate infrastructure, controls, systems and ethical behavior are applied and managed within predetermined procedures and constraints.

The directors are of the opinion based on the information and explanations given by the management that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss.

Directors' acknowledges that they are responsible for establishing appropriate policies and procedures to prevent non-compliance with laws and regulations, including whistleblowing procedures as a necessary part of good internal governance.

The directors' have reviewed the company's cash flow forecast for the year to 31 December 2024 and, in the light of this review and the current financial position, it is satisfied that the company has access to adequate resources to continue in operational existence for the foreseeable future.

The external auditors are responsible for independently reviewing and reporting on the company's financial statements. The financial statements have been examined by the company's external auditor and their report is presented on pages 11 to 13.

| Name             | Designation       | Date   | Signature   |
|------------------|-------------------|--|---|
| Mr. Weimin Zhang | Managing Director |  |  |

**BAHOON COMPANY LIMITED**  
**DAR-ES-SALAAM**  
**TANZANIA**


**34 DECLARATION OF THE HEAD OF FINANCE/ACCOUNTING**

The National Board of Accountants and Auditors (NBAA) according to the power conferred under the Auditors and Accountants (Registration) Act. No. 33 of 1972, as amended by Act No. 2 of 1995, requires financial statements to be accompanied with a declaration issued by the Accounting Department responsible for the preparation of financial statements of the entity concerned.

It is the duty of a Professional Accountant to assist the Board of Directors/Management to discharge the responsibility of preparing financial statements of an entity showing true and fair view of the entity position and performance in accordance with applicable International Accounting Standards and statutory financial reporting requirements. Full legal responsibility for the preparation of financial statements rests with the Board of Directors/Governing Body as under Directors Responsibility statement on an earlier page.

I.....Moses KAMAU..... hereby confirm that financial statements for the year ended 31 December 2024 have been prepared in compliance with applicable accounting standards and statutory requirements.

I further confirm that the financial statements give a true and fair view position of **Baphoon Company Limited** as on that date and that they have been prepared based on properly maintained financial records.

Signed by: ..........

Name: .....Moses KAMAU.....

Position: .....UNBUNDLED ACCOUNTANT.....

NBAA Registration/Membership No: .....TACPA6146.....

## **INDEPENDENT AUDITORS' REPORT**

To the members of **BAOHOON COMPANY LIMITED**

### **Report on the Audit of Financial Statements**

#### **Opinion**

We have audited the accompanying financial statements of **BAOHOON COMPANY LIMITED**, which comprises the statement of financial position as at 31<sup>st</sup> December, 2024 and the statement of profit or loss, statement of changes in equity and cash flow statement for the year then ended and a summary of significant accounting policies and other explanatory notes.

In our opinion, the financial statements give a true and fair view of the financial position of **BAOHOON COMPANY LIMITED** as at 31<sup>st</sup> December, 2024, and of its financial performance and its cash flows for the year then ended; in accordance with International Financial Reporting Standards.

#### **Basis for Opinion**

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the business in accordance with the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants (IESBA Code)* together with the ethical requirements that are relevant to our audit of the financial statements in Tanzania and we have fulfilled our other ethical responsibilities in accordance with these requirements and the IESBA Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of the financial statements in accordance with IFRSs, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error. In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so. Those charged with

governance are responsible for overseeing the Company's financial reporting process.

### **Auditors' responsibility for the Audit of Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:-

- Identify and assess the risks of material misstatements of the financial statements whether due to fraud or error, design and perform procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on appropriateness of the management's use of the going concern basis of accounting and, based on the evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements

present the underlying transactions and events in the manner that achieves fair presentation.

- We communicate with those charged with governance regarding, among other matters the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in the internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence and, where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in the extreme rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest of such communication.

### Report on Other Legal and Regulatory Requirements

This report, including the opinion, has been prepared for, and only for, the company's members as a body in accordance with the Companies Act (CAP 212) No. 12 of 2002, the Foreign Exchange Act, 1992 (Cap 271) and for no other purposes.

As required by the Companies Act (CAP 212) No. 12 of 2002, we are also required to report to you if, in our opinion, the Directors' Report is not consistent with the financial statements, if the company has not kept proper accounting records, if the financial statements are not in agreement with the accounting records, if we have not received all the information and explanations we require for our audit, or if information specified by law regarding directors' remuneration and transactions with the company is not disclosed., There is no matter to report in respect of the foregoing requirements.

.....  
**Kishimba.J. Shadrack. ACPA 1649**  
Net Worth & Tax Accountants  
Certified Public Accountant in Public Practice  
P.O. Box 63360  
Dar es Salaam



Date: 30/7/25

---

Samora / Mkwepu Street Plot No. 583/9 Appt. 112, P.O. Box 63360, Dar Es Salaam,  
Phone +255 22 2127139 | Mob: +255 715 375980 / 713 872344  
Email: networthtax2020@gmail.com

**STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME FOR THE YEAR ENDED 31 DECEMBER 2024**

|  | NOTES | 31 Dec 2024<br>TZS     | 31 Dec 2023<br>TZS  |
|--|-------|------------------------|---------------------|
| Revenue                                  | 4     | 0.00                   | 0.00                |
| Cost of sales                            | 5     | 0.00                   | 0.00                |
| <b>Gross Profit</b>                      |       | <b>0.00</b>            | <b>0.00</b>         |
| Employment Expenses                      | 6     | (3,316,250.00)         | 0.00                |
| Administrative Expenses                  | 7     | (44,880,910.00)        | (627,500.00)        |
| Prior year Taxes                         | 9     | 0.00                   | 0.00                |
| <b>Total expenses</b>                    |       | <b>(48,197,160.00)</b> | <b>(627,500.00)</b> |
| Finance Costs                            | 8     | 0.00                   | 0.00                |
| <b>Profit/(loss) before tax</b>          |       | <b>(48,197,160.00)</b> | <b>(627,500.00)</b> |
| Tax Expenses                             |       | (11,130,000.00)        | (90,000.00)         |
| <b>Profit/(loss) for the year</b>        |       | <b>(59,327,160.00)</b> | <b>(717,500.00)</b> |
| Other Comprehensive Income               |       | -                      | -                   |
| <b>Total comprehensive income/(loss)</b> |       | <b>(59,327,160.00)</b> | <b>(717,500.00)</b> |

The notes to the financial statements on pages 18 to 31 form an integral part of these financial statements.

Report of the independent auditor - pages 11 to 13.

STATEMENT OF FINANCIAL POSITION AS AT 31 DECEMBER 2024

|                                     | Notes | 31 Dec 2024<br>TZS | 31 Dec 2023<br>TZS |
|-------------------------------------|-------|--------------------|--------------------|
| <b>ASSETS</b>                       |       |                    |                    |
| <b>Non-current assets</b>           |       |                    |                    |
| Property, Plant and Equipment       | 10    | 0.00               | 0.00               |
| <b>Total non-current assets</b>     |       |                    | <b>0.00</b>        |
| <b>Current assets</b>               |       |                    |                    |
| Inventories                         | 11    |                    | 0.00               |
| Trade and other receivables         | 12    |                    | 0.00               |
| Cash and cash equivalents           | 17    | 5,000,000          | 282,500            |
| Deferred Tax                        | 9     |                    | 0.00               |
| Current Tax                         | 9     |                    | 0.00               |
| Prepayments                         |       | 93,555,000         | 0.00               |
| Work in Progress (Mikocheni 7/1/9)  |       | 509,199,740        | 0.00               |
| <b>Total current assets</b>         |       | <b>607,754,740</b> | <b>282,500</b>     |
| <b>Total assets</b>                 |       | <b>607,754,740</b> | <b>282,500</b>     |
| <b>EQUITY AND LIABILITIES</b>       |       |                    |                    |
| <b>Equity</b>                       |       |                    |                    |
| Paid up Share Capital               | 18    | 100,000,000        | 1,000,000          |
| Advanced towards share capital      |       | 567,081,900        | 0.00               |
| Revaluation surplus                 |       | 0.00               | 0.00               |
| Retained earnings                   |       | (59,327,160)       | (717,500)          |
| <b>Total equity</b>                 |       | <b>607,754,740</b> | <b>282,500</b>     |
| <b>Non-current liabilities</b>      |       |                    |                    |
| Loan and borrowing                  | 14    | 0.00               | 0.00               |
|                                     |       | <b>0.00</b>        | <b>0.00</b>        |
| <b>Current liabilities</b>          |       |                    |                    |
| Trade and other payables            | 13    | 0.00               | 0.00               |
| <b>Total current liabilities</b>    |       | <b>0.00</b>        | <b>0.00</b>        |
| <b>Total equity and liabilities</b> |       | <b>607,754,740</b> | <b>282,500</b>     |

These financial statements were approved by the Board of Directors and authorised for issue on 05/03/2025 and were signed on their behalf by:

| Name             | Designation | Date       | Signature   |
|------------------|-------------|------------|---|
| Mr. Weimin Zhang |             | 05/03/2025 |  |

BAHOON COMPANY LIMITED  
DAR-ES-SALAAM  
TANZANIA

The notes to the financial statements on pages 18 to 31 form an integral part of these financial statements

**STATEMENT OF CHANGES IN EQUITY FOR THE YEAR ENDED 31 DECEMBER 2024**

|                                  | Share capital           | Advanced towards share capital | Retained Earnings       | Revaluation surplus | Total                 |
|----------------------------------|-------------------------|--------------------------------|-------------------------|---------------------|-----------------------|
|                                  | TZS                     | TZS                            | TZS                     | TZS                 | TZS                   |
| At start of the year 2024        | 1,000,000               | 0.00                           | (282,500)               | 0.00                | 717,500               |
| Profit/(loss) for the year       | -                       | -                              | (59,327,160)            | -                   | (59,327,160)          |
| Additional towards Share Capital | 99,000,000              | 567,081,900                    | -                       | -                   | 666,081,900           |
| At end of the year               | <u>100,000,000</u>      | <u>567,081,900</u>             | <u>(59,327,160)</u>     | <u>0.0</u>          | <u>607,754,740</u>    |
| At start of the year 2023        | 0.00                    | 0.00                           | 0.00                    | 0.00                | 0.00                  |
| Share capital                    | 1,000,000               | -                              |                         | 0.00                | 1,000,000             |
| Additional towards share capital | -                       | -                              | 0.00                    | 0.00                |                       |
| Profit/(loss) for the year       | -                       | -                              | (282,500)               | -                   | (282,500)             |
| <b>At end of the year</b>        | <u><b>1,000,000</b></u> | <u><b>0.00</b></u>             | <u><b>(282,500)</b></u> | <u><b>0.00</b></u>  | <u><b>787,500</b></u> |

The notes to the financial statements on pages 18 to 31 form an integral part of these financial statements.

Report of the independent auditor - pages 11 to 13.

**STATEMENT OF CASH FLOWS FOR THE YEAR ENDED 31 DECEMBER 2024**

|   | Notes | 31 Dec 2024             | 31 Dec 2023           |
|---|-------|-------------------------|-----------------------|
|   |       | TZS                     | TZS                   |
| <b>CASH FLOW FROM OPERATION ACTIVITIES</b>                    |       |                         |                       |
| Profit/(Loss) before tax                                      |       | (48,197,160)            | (627,500)             |
| <b>Adjustments for:-</b>                                      |       |                         |                       |
| Depreciation of property and equipment                        |       | 0.00                    | 0.00                  |
| <b>Changes in working capital (excluding related parties)</b> |       |                         |                       |
| (Increase)/Decrease in Inventories                            |       | 0.00                    | 0.00                  |
| (Increase)/Decrease in Trade and other Receivables            |       | 0.00                    | 0.00                  |
| (Increase)/Decrease in Deferred Tax                           |       | 0.00                    | 0.00                  |
| Increase/(Decrease) Trade and other Payables                  |       | 0.00                    | 0.00                  |
| Cash generated from (used in) operations                      |       | 0.00                    | <b>0.00</b>           |
| Taxes Paid  | 9     | <u>11,130,000</u>       | <u>90,000</u>         |
| <b>Net cash flows from operating activities</b>               |       | <b>(59,327,160)</b>     | <b>(717,500)</b>      |
| <b>CASH FLOW FROM INVESTING ACTIVITIES</b>                    |       |                         |                       |
| Acquisition of property and equipment                         |       | <u>509,199,740</u>      | <u>0.00</u>           |
| <b>Net cash flows used in investing activities</b>            |       | <b>(509,199,740)</b>    | <b>0.00</b>           |
| <b>CASH FLOW FROM FINANCING ACTIVITIES</b>                    |       |                         |                       |
| Share capital   |       | 99,000,000              | 1,000,000             |
| Advances from Shareholders                                    |       | <u>464,526,900</u>      | <u>0.00</u>           |
| <b>Net cash flow from financing</b>                           |       | <b>563,526,900</b>      | <b>1,000,000</b>      |
| Net increase/decrease in cash and cash equivalent             |       | <b>4,717,500</b>        | <b>(717,500)</b>      |
| Cash and cash equivalents at start of the year                |       | 282,500                 | 1,000,000             |
| Net increase/decrease in cash and cash equivalent             |       | <u>4,717,500</u>        | <u>717,500</u>        |
| <b>Cash and cash equivalents as at the end of the year</b>    |       | <b><u>5,000,000</u></b> | <b><u>282,500</u></b> |

The notes to the financial statements on pages 18 to 31 form an integral part of these financial statements.

Report of the independent auditor - pages 11 to 13.

## NOTES TO FINANCIAL STATEMENTS

### 1 BASIS OF PREPARATION

The financial statements have been prepared in accordance with International Financial Reporting Standards (IFRS) issued by the International Accounting Standards Board and the Companies Act of United Republic of Tanzania. The financial statements have been prepared on the historical cost basis except where otherwise stated, and incorporate the principal accounting policies set out below. The historical cost convention is generally based on the fair value of the consideration given in exchange of assets.

### 2 GOING CONCERN

The financial performance of the company is set out in the report by those charged with governance and financial statements and in the statement of comprehensive income. The financial position of the Company is set out in the statement of financial position.

The Company still incurring loss for the 02<sup>nd</sup> year in a row, for the year ended 31st Dec 2024 the Company incurred loss of **TZS. 59,327,160.00** while Accumulated loss increased to TZS. **59,327,160** as at 31st Dec 2024. In line with that disclosure, the Company had increased Trade payables to **TZS. 0.00** with increase in Shareholders Advances to the Company to TZS. **567,081,900** being utilized on construction projects.

However, the Directors have made an assessment and place the assurance on the availability of financial resources whenever needed to settle all maturing obligations. The directors further confirm that, the Company's Building (WIP) is expected to be completed in the near future and will relieve the Company from financial Constraints.

### 3 SIGNIFICANT ACCOUNTING POLICIES

The principal accounting policies adopted in the preparation of these financial statements are set out below. These policies have been consistently applied to the period presented, unless otherwise stated.

#### a) New standards and amended standards adopted by the company

Changes resulting from the following new or revised standards and interpretations, amendments to existing standards and interpretations and improvements to IFRS that were effective for the current reporting period did not have any impact on the accounting policies, financial position or performance of the Company.

The new standards or amendments are listed below:

- a) IFRS 3 (Amendments) - Reference to the conceptual Framework
- b) IAS 37 (Amendments) - Onerous Contracts (Cost of Fulfilling a contract)
- c) IFRS 1 (Amendments) - Permit a subsidiary that applies paragraph D16(a) of IFRS 1 to measure cumulative translation differences using the amounts reported by its parent, based on the parent's date of transition to IFRS.
- d) IFRS 9 (Amendments) - The amendment clarifies which fees an entity includes when it applies the '10 per cent' test in paragraph B3.3.6 of IFRS 9 in assessing whether to derecognise a financial liability. An entity includes only fees paid or received between the entity (the borrower) and the lender, including fees paid or received by either the entity or the lender on the other's behalf.

## NOTES TO FINANCIAL STATEMENTS (CONTINUED)

### 3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### a) New standards and amended standards adopted by the company (Continued)

- e) IFRS 16 – The amendment to Illustrative Example 13 accompanying IFRS 16 removes from the example the illustration of the reimbursement of leasehold improvements by the lessor in order to resolve any potential confusion regarding the treatment of lease incentives that might arise because of how lease incentives are illustrated in that example.
- f) IAS 41 – The amendment removes the requirement in paragraph 22 of IAS 41 for entities to exclude taxation cash flows when measuring the fair value of a biological asset using a present value technique.

#### b) Standards issued but not yet effective

Standards issued but not yet effective up to the date of issuance of the company's financial statements are listed below. This listing is of standards and interpretations issued, which the Company reasonably expects to be applicable at a future date. The Company intends to adopt those standards when applicable as they become effective.

The Company expects that adoption of these standards, amendments and interpretations in most cases not to have any significant impact on the Company's financial position or performance in the period of initial application. In cases where it will have an impact, the Company is still assessing the possible impact.

Cash and cash equivalents are carried in the statement of financial position at face value. For the purpose of statement of cash flow, cash and cash equivalent comprise of cash at bank, cash in hand and cash held by staff as imprest.

| Standard issued but not effective   | Effective for accounting period beginning on or after |
|---|---|
| Definition of Accounting Estimates (Amendments to IAS 8)  | 1-Jan-23  |
| Deferred Tax related to Assets and Liabilities arising from a Single Transaction (Amendments to IAS 12) | 1-Jan-23  |
| IFRS 17 Insurance Contracts   | 1-Jan-23  |
| IFRS 4 Insurance Contracts  | 1-Jan-23  |
| Classification of Liabilities as Current or Non-Current (Amendments to IAS 1)                           | 1-Jan-23  |

#### c) Critical accounting estimates, judgments and assumptions

In the application of the accounting policies, the directors are required to make judgements, estimates and assumptions about the carrying amount of assets and liabilities that are not readily apparent from other sources. The estimates and associated assumptions are based on historical experience and other relevant factors. Such estimates and assumptions are reviewed on an ongoing basis. Revisions to estimates are recognised prospectively.

##### (i) Fair value measurement and valuation process

In estimating the fair value of an asset or a liability, the company uses market-observable data to the extent if it is available. Where level 1 inputs are not available.

## NOTES TO FINANCIAL STATEMENTS (CONTINUED)

### 3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### c) Critical accounting estimates, judgments and assumptions (Continued)

##### (ii) Taxes

The Company is subjected to several taxes and levies by various government and quasi- government regulatory bodies. As a rule of thumb, the Company recognizes liabilities for the anticipated tax/levies payable with utmost care and diligence. However, significant judgement is usually required in the interpretation and applicability of those taxes/levies. Should it come to the attention of management, in one way or the other, that the initially recorded liability was erroneous, such differences will impact on the income and liabilities in the period in which such differences are determined.

##### (iii) Equipment and investment property

Critical estimates are made by the management in determining depreciation rates and useful lives for equipment and investment property. The rates used are set out in the accounting policy under equipment and investment property.

##### (iv) Useful lives of equipment and investment property

Management reviews the useful lives and residual values of the items of equipment and investment property on a regular basis. During the financial year, the directors determined no significant changes in the useful lives and residual values.

##### (v) Revenue recognition

In making their judgement, the directors considered the detailed criteria for the recognition of sales income from customers as set out in IFRS 15 and is accrued as it becomes receivable by the company.

Revenue comprises the fair value of the consideration received or receivable from the performance of services in the ordinary course of business and is stated net of Value Added Tax (VAT), rebates and discounts.

The company recognises revenue when the amount of revenue can be reliably measured, it is probable that future economic benefits will flow to the entity and when the specific criteria have been met for the company's activity as described below. The amount of revenue is not considered to be reliably measured until all contingencies relating to the performance of services have been resolved. The company bases its estimates on historical results, taking into consideration the type of customer, type of transaction and specifics of each arrangement.

#### d) Taxation

##### Current tax assets and liabilities

Current tax for current and prior periods is, to the extent unpaid, recognised as a liability. If the amount already paid in respect of current and prior periods exceeds the amount due for those periods, the excess is recognised as an asset.

Current tax liabilities (assets) for the current and prior periods are measured at the amount expected to be paid to (recovered from) the tax authorities, using the tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

### 3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### d) Taxation (Continued)

##### Deferred tax assets and liabilities

A deferred tax liability is recognised for all taxable temporary differences, except to the extent that the deferred tax liability arises from the initial recognition of an asset or liability in a transaction which at the time of the transaction, affects neither accounting profit nor taxable profit/(tax loss).

A deferred tax asset is recognised for all deductible temporary differences to the extent that it is probable that taxable profit will be available against which the deductible temporary difference can be utilised. A deferred tax asset is not recognised when it arises from the initial recognition of an asset or liability in a transaction at the time of the transaction, affects neither accounting profit nor taxable profit/(tax loss). Deferred tax assets and liabilities are measured at the tax rates that are expected to apply to the period when the asset is realised or the liability is settled, based on tax rates (and tax laws) that have been enacted or substantively enacted by the end of the reporting period.

#### e) Employees benefits

##### i Retirement benefits

The Company's contributions in respect of retirement benefit costs are charged to the statement of profit or loss in the year to which they relate. The Company makes contributions to National Social Security Fund (NSSF), which are statutory defined contribution pension schemes. A defined contribution plan is a pension plan under which the Company pays fixed contribution into a separate entity. The Company has no obligations to pay further contributions if the fund does not hold sufficient assets to pay all employees the benefits relating to employee service in the current and previous periods. The Company's obligations under the schemes are limited to specific contributions legislated from time to time

##### ii Short term benefits

The cost of all short-term employee entitlements to leave pay, medical aids, long service awards, other contributions etc. are recognized during the period in which the employees rendered the related services.

##### iii Terminal benefits

Terminal benefits are payable whenever an employee's employment is terminated before the normal retirement date or whenever an employee accepts voluntary redundancy in exchange of these benefits. The Company recognizes termination benefits when it is constructively obliged to either terminate the employment of current employees according to detailed formal plan without possibility of withdrawal or to provide termination benefits as a result of an offer made to encourage voluntary redundancy.

#### f) Translation of foreign currencies

A foreign currency transaction is recorded, on initial recognition in Tanzanian Shillings, by applying to the foreign currency amount the spot exchange rate between the functional currency and the foreign currency at the date of the transaction.

## NOTES TO FINANCIAL STATEMENTS (CONTINUED)

### 3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### f) Translation of foreign currencies (Continued)

At the end of the reporting period:

- Foreign currency monetary items are translated using the closing rate
- Non-monetary items that are measured in terms of historical cost in a foreign currency are translated using the exchange rate at the date of the transaction and+
- Non-monetary items that are measured at fair value in a foreign currency are translated using the exchange rates at the date when the fair value was determined.

Exchange differences arising on the settlement of monetary items or on translating monetary items at rates different from those at which they were translated on initial recognition during the period or in previous financial statements are recognised in profit or loss in the period in which they arise.

The resulting differences from conversion and translation are dealt with in the statement of comprehensive income in the year in which they arise.

#### g) Financial instruments

Financial assets and liabilities are recognised when the company becomes a party to the contractual provisions of the instrument. Management determines all classifications of financial assets at initial recognition.

##### Financial assets

The company's financial assets which include fixed deposits, cash and cash equivalents, trade and other receivables and tax recoverable, fall into the following categories:

##### (i) Loans and advances

Financial assets with fixed or determinable payments that are not quoted in an active market. Such assets are classified as current assets where maturities are within 12 months of the statement of financial position date. All assets with maturities greater than 12 months after the statement of financial position date are classified as non current assets. Such assets are carried at amortized cost using the effective interest rate method. Changes in the carrying amount are recognized in the statement of comprehensive income.

##### - Borrowings from related parties

Borrowings are initially recognised at fair value, net of transaction costs incurred and are subsequently stated at amortised cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the statement of comprehensive income. All other borrowing costs are recognised in profit or loss in the year in which they are incurred.

##### - Trade and other receivables

These include receivables from related parties and withholding tax asset. Trade and other receivables are recognised initially at fair value plus direct transaction costs. Trade and other receivables are classified as loans and receivables.

##### - Trade and other payables

Trade and other payables are initially measured at fair value, and are subsequently measured at amortised cost, using the effective interest rate method.

Trade and other payables are classified as financial liabilities at amortised costs.

##### - Cash and cash equivalents

For the purpose of the statement of cash flows, cash and cash equivalents comprise cash in hand and at bank.

## NOTES TO FINANCIAL STATEMENTS (CONTINUED)

### 3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### g) Financial instruments (Continued)

##### Trade and other receivables

These include receivables from related parties and withholding tax asset. Trade and other receivables are recognised initially at fair value plus direct transaction costs. Trade and other receivables are classified as loans and receivables.

Trade and other payables are classified as financial liabilities at amortised costs.

Financial assets are initially recognised at fair value plus transaction costs for all financial assets not carried at fair value through profit or loss. Financial assets carried at fair value through profit or loss are initially recognised at fair value and transaction costs are expensed in the statement of comprehensive income.

Interest on overdue financial assets is recognized as it accrues.

Financial assets are derecognised when the rights to receive cash flows from the assets have expired or have been transferred and the company has transferred substantially all risks and rewards of ownership.

A financial asset is impaired if its carrying amount is greater than its estimated recoverable amount. Impairment of financial assets is recognised in the statement of comprehensive income under administrative expenses when there is objective evidence that the company will not be able to collect all amounts due per the original terms of the contract. Significant financial difficulties of the issuer, probability that the issuer will enter bankruptcy or financial reorganisation, default in payments and a prolonged declining fair value of the asset are considered indicators that the asset is impaired. Interest on overdue financial assets is recognised as it accrues.

The amount of the impairment loss is calculated as the difference between the assets carrying amount and the present values of expected future cash flows, discounted at the financial instrument's effective interest rate.

Subsequent recoveries of amounts previously written off/impaired are credited to the income statement/statement of changes in equity in the year in which they occur.

Gains and losses on disposal of assets whose changes in fair value were initially recognised in the statement of comprehensive income are determined by reference to their carrying amount and are taken into account in determining operating loss. On disposal of assets whose changes in fair value were initially recognised in equity, the gains/losses are recognised in the reserve, where the fair values were initially recognised. Any resultant surplus/deficit after the transfer of the gains/losses are transferred to retained earnings.

Management classifies financial assets as follows:

Fixed deposits are classified as held to maturity as the company has the intention and ability to hold these to maturity. These are carried at amortised cost. Cash and cash equivalents, trade and other receivables and tax recoverable are classified as loan and advances, and are carried at amortised cost.

Management classify the fair values of financial assets based on the qualitative characteristics of the fair valuation as at the financial year end. The three hierarchy levels used by management are:

- **Level 1:** where fair values are based on non-adjusted quoted prices in active markets for identical financial
- **Level 2:** where fair values are based on adjusted quoted prices and observable prices of similar financial
- **Level 3:** where fair values are not based on observable market data.

##### Financial liabilities

The company's financial liabilities which include borrowing from related party and trade and other payables, fall into the following category:

### 3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### g) Financial instruments (continued)

##### Financial liabilities (continued)

**Financial liabilities measured at amortized cost:** These include non interest borrowings from related party and trade and other payables. These are initially measured at fair value and subsequently measured at amortized cost, using the effective interest rate method.

Any difference between the proceeds (net of transaction costs) and the redemption value is recognised

Borrowings are initially recognised at fair value, net of transaction costs incurred and are subsequently stated at amortized cost. Any difference between the proceeds (net of transaction costs) and the redemption value is recognised as interest expense in the statement of comprehensive income under finance costs.

Fees associated with the acquisition of borrowing facilities are recognised as transaction costs of the borrowing to the extent that it is probable that some or all of the facilities will be acquired. In this case the fees are deferred until the draw down occurs. If it is not probable that some or all of the facilities will be acquired the fees are accounted for as prepayments under trade and other receivables and amortized over the period of the facility.

All financial liabilities are classified as current liabilities unless the company has an unconditional right to defer settlement of the liability for at least 12 months after the statement of financial position date.

Financial liabilities are derecognized when, and only when, the company's obligations are discharged, cancelled or expired.

##### Offsetting financial instruments

Financial assets and liabilities are offset and the net amount presented in the statement of financial position when there is a legally enforceable right to offset the amounts and there is an intention to settle on a net basis, or realize the asset and settle the liability simultaneously.

##### Impairment of non-financial assets

Non-financial assets that are carried at amortised cost are reviewed at the end of each reporting period for any indication that an asset may be impaired. If any such indication exists, an impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher an asset's fair value less cost to sell and value in use.

#### h) Share Capital

Ordinary shares are recognised at par value and classified as 'share capital' in equity.

#### i) Comparatives

Where necessary, comparative figures have been adjusted to conform with changes in presentation in the current year.

#### j) Provision for liabilities and charges

Provisions are recognised when the company has a present legal or constructive obligation as a result of past events, it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation, and a reliable estimate of the amount of the obligation can be made.

The amount of provision is the present value of the expenditure expected to be required to settle the obligation.

## NOTES TO FINANCIAL STATEMENTS (CONTINUED)

### 3 SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### k) Equipment

Equipment are initially recorded at cost and thereafter stated at historical cost less depreciation. Historical cost comprises expenditure initially incurred to bring the asset to its location and condition ready for its intended use.

Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefits associated with the item will flow to the company and the cost can be reliably measured. The carrying amount of the replaced part is derecognized. All other repairs and maintenance are charged to the statement of comprehensive income during the financial year in which they are incurred.

Depreciation is charged so as to allocate the cost of assets less their residual values over their estimated useful lives, using the reducing balance method. The following annual rates are used for the depreciation of equipment:

| <b>Asset</b>             | <b>Rate (%)</b> |
|--------------------------|-----------------|
| Building                 | 5%              |
| Motor Cycles             | 37.5%           |
| Motor Vehicles           | 37.5%           |
| Furniture and Fixtures   | 12.5%           |
| Work in Progress         | 0.0%            |
| Pants and Machinery      | 12.5%           |
| Computer and Accessories | 37.5%           |

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at each statement of financial position date.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains and losses on disposal of assets are determined by comparing the proceeds with the carrying amount and are taken into account in determining profit before tax.

#### l) Cash and cash equivalents

For the purposes of the statement of cash flows, cash and cash equivalents comprises of cash in hand and in bank deposits held at call with banks and financial assets with maturity of less than 12 months, net of bank overdrafts (if any).

#### m) Comparative

Except when a standard or an interpretation permits or requires otherwise, all amounts are reported or disclosed with comparative information. Where necessary; comparative figures have been adjusted to conform to changes in presentation in the current year.

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

|                                      | <b>31 Dec 2024</b> | <b>31 Dec 2023</b> |
|--------------------------------------|--------------------|--------------------|
|                                      | <b>TZS</b>         | <b>TZS</b>         |
| <b>4 REVENUE</b>                     |                    |                    |
| Lease - Warehousing                  | 0.00               | 0.00               |
|                                      | <b>0.00</b>        | <b>0.00</b>        |
| <b>5 COST OF SALES</b>               |                    |                    |
| Production Cost                      | 0.00               | 0.00               |
| Generator Fuel                       | 0.00               | 0.00               |
| Electricity                          | 0.00               | 0.00               |
|                                      | <b>0.00</b>        | <b>0.00</b>        |
| <b>6 EMPLOYMENTS EXPENSES</b>        |                    |                    |
| Salaries and Wages                   | 2,700,000          | 450,000            |
| Social Development Levy (SDL)        | 0.00               | 0.00               |
| National Security Social Fund (NSSF) | 600,000            | 100,000            |
| Workers Compensation Fund (WCF)      | 16,250             | 2,500              |
| Staff Uniforms                       | 0.00               | -                  |
| Staff Allowance                      | 0.00               | 0.00               |
| Staff Leave Encashement              | 0.00               | -                  |
| Medical Expenses                     | 0.00               | 0.00               |
|                                      | <b>3,316,250</b>   | <b>552,500</b>     |
| <b>7 ADMINISTRATIVE EXPENSES</b>     |                    |                    |
| Accounting and Audit Fees            | 708,000            | 165,000            |
| Professional Fee                     | 0.00               | 0.00               |
| Insurance premium                    | 0.00               | 0.00               |
| Internet and Network                 | 0.00               | 0.00               |
| Legal Fees                           | 1,307,000          | 0.00               |
| Licence Charges                      | 21,616,000         | 0.00               |
| Office Consumables                   | 0.00               | 0.00               |
| Printing and Stationery              | 0.00               | 0.00               |
| Security Charges                     | 0.00               | 0.00               |
| Telephone and Postage                | 0.00               | 0.00               |
| Stamp Duty                           | -                  | 0.00               |
|                                      | <b>23,631,000</b>  | <b>165,000</b>     |

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

|  | <b>31 Dec 2024</b> | <b>31 Dec 2023</b> |
|--|--------------------|--------------------|
|  | <b>TZS</b>         | <b>TZS</b>         |
| <b>7 ADMINISTRATIVE EXPENSES (CONTINUED)</b> |                    |                    |
| Rental Expenses                              | 8,505,000          | 0.00               |
| Motor vehicle and Travelling Expenses        | 11,116,860         | 0.00               |
| Electricity and Water                        | 0.00               | 0.00               |
| Ferry Charges                                | 0.00               | 0.00               |
| Waste Collection Charges                     | 0.00               | 0.00               |
| Repair and Maintenance Vehicle               | 0.00               | 0.00               |
| Repair and Maintenance Building              | 0.00               | 0.00               |
| Repair and Maintenance Computers             | 0.00               | 0.00               |
| Repair and Maintenance Plant                 | 0.00               | 0.00               |
| Cleaning and Sanitation Expenses             | 0.00               | 0.00               |
| Tender Expenses                              | 0.00               | 0.00               |
| Travelling Expenses                          | 0.00               | 0.00               |
| Small Tools                                  | 1,505,000          | 0.00               |
| Charity and Expenses                         | 0.00               | -                  |
| Depreciation                                 | 0.00               | 0.00               |
| Freight and Delivery                         | 0.00               | 0.00               |
| Fines and Penalties                          | 0.00               | 0.00               |
| General Expenses                             | 123,050            | 0.00               |
| Exhibition Expenses                          | -                  | 0.00               |
| Complimentary                                | 0.00               | 0.00               |
|  | <b>44,880,910</b>  | <b>0.00</b>        |
| <b>8 FINANCE COSTS</b>                       |                    |                    |
| Bank charges                                 | 0.0                | 0.00               |
|  | <b>0.0</b>         | <b>0.00</b>        |
| <b>9 TAXATION</b>                            |                    |                    |
| Prior Year Taxes                             | 0.00               | 0.00               |
|  | <b>0.00</b>        | <b>0.00</b>        |

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**9 TAXATION (CONTINUED)**

|  | 31 Dec 2024<br>TZS  | 31 Dec 2023<br>TZS |
|--|---------------------|--------------------|
| <b>Current income tax</b>                        |                     |                    |
| Profit/(loss) before tax                         | (48,197,160)        | (627,500)          |
| <b>Expenses not allowed for tax deduction;</b>   |                     |                    |
| <b>Add:</b> Depreciation                         | 0.00                | 0.00               |
| Prior year tax                                   | 0.00                | 0.00               |
| Fines and Penalties                              | 0.00                | 0.00               |
| <b>Less:</b> Depreciation allowance              | <u>0.00</u>         | <u>0.00</u>        |
| Unrelieved Loss from prior year if any           | <u>0.00</u>         | <u>0.00</u>        |
|  | <b>(48,197,160)</b> | <b>(627,500)</b>   |
| Tax calculated at a statutory tax rate of 30%    |                     | -                  |
| Withholding Taxes Paid                           |                     |                    |
| <b>Tax effect of:</b>                            | - 11                | -                  |
| - Additional tax liability from TRA audit if any | <u>0.00</u>         | <u>0.00</u>        |
| <b>Total Current income tax charge</b>           | <b><u>0.00</u></b>  | <b><u>0.00</u></b> |

Tax Audit for the year 2024 is yet to start and its outcome is not yet determined. Therefore, no liability or adjustment to the below mentioned recoverable amount is determined for the year.

|   | 31 Dec 2024<br>TZS      | 31 Dec 2023<br>TZS     |
|---|-------------------------|------------------------|
| <b>Tax Movement</b>                             |                         |                        |
| At start of year                                | (90,000)                | 0.00                   |
| Charge for the year                             | -                       | -                      |
| Provisional tax paid for current year           | (180,000)               | (90,000)               |
|   | <u>(270,000)</u>        | <u>(90,000)</u>        |
| <b>(Recoverable)/Payable at end of the year</b> | <b><u>(270,000)</u></b> | <b><u>(90,000)</u></b> |

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

**10 PROPERTY, PLANTS & EQUIPMENTS**

| <b>At 31 December 2024</b> | <b>Building</b> | <b>Motor Cycle</b> | <b>Motor Vehicle</b> | <b>Furniture and Fixtures</b> | <b>Work In Progress</b> | <b>Plant and Machinery</b> | <b>Computer and Accessories</b> | <b>TOTAL</b>         |
|----------------------------|-----------------|--------------------|----------------------|-------------------------------|-------------------------|----------------------------|---------------------------------|----------------------|
| <b>Cost</b>                | <b>TZS</b>      | <b>TZS</b>         | <b>TZS</b>           | <b>TZS</b>                    | <b>TZS</b>              | <b>TZS</b>                 | <b>TZS</b>                      | <b>TZS</b>           |
| At start of the year       |                 |                    |                      |                               |                         |                            |                                 |                      |
| Additions                  |                 |                    |                      |                               |                         |                            |                                 |                      |
| <b>At end of the year</b>  | <b>0.00</b>     | <b>0.00</b>        | <b>0.00</b>          | <b>0.00</b>                   | <b>0.00</b>             | <b>0.00</b>                | <b>0.00</b>                     | <b>0.00</b>          |
|                            | -               | -                  | -                    | -                             | -                       | -                          | -                               | 0.00                 |
|                            | <b>0.00</b>     | <b>0.00</b>        | <b>0.00</b>          | <b>0.00</b>                   | <b>0.00</b>             | <b>0.00</b>                | <b>0.00</b>                     | <b>0.00</b>          |
| <b>Depreciation</b>        |                 |                    |                      |                               |                         |                            |                                 |                      |
| At start of the year       | 0.00            | 0.00               | 0.00                 | 0.00                          | -                       | 0.00                       | 0.00                            | 0.00                 |
| Charges for the year       | 0.00            | 0.00               | 0.00                 | 0.00                          | -                       | 0.00                       | 0.00                            | 0.00                 |
| <b>At end of the year</b>  | <b>0.00</b>     | <b>0.00</b>        | <b>0.00</b>          | <b>0.00</b>                   | <b>-</b>                | <b>0.00</b>                | <b>0.00</b>                     | <b>0.00</b>          |
| <b>Net book value</b>      | <b>0.00</b>     | <b>0.00</b>        | <b>0.00</b>          | <b>1,642,055</b>              | <b>1,239,441,974</b>    | <b>77,720,170</b>          | <b>3,185,925</b>                | <b>1,501,227,416</b> |
| <b>At 31 December 2023</b> |                 |                    |                      |                               |                         |                            |                                 |                      |
| <b>Cost</b>                |                 |                    |                      |                               |                         |                            |                                 |                      |
| At start of the year       | 0.00            | 0.00               | 0.00                 | 0.00                          | 0.00                    | 0.00                       | 0.00                            | 0.00                 |
| Additions                  |                 |                    | 0.00                 | 0.00                          | 0.00                    | 0.00                       | 0.00                            | 0.00                 |
| <b>At end of the year</b>  | <b>0.0</b>      | <b>0.00</b>        | <b>0.00</b>          | <b>0.00</b>                   | <b>0.00</b>             | <b>0.00</b>                | <b>0.00</b>                     | <b>0.00</b>          |
| <b>Depreciation</b>        |                 |                    |                      |                               |                         |                            |                                 |                      |
| At start of the year       | 0.00            | 0.00               | 0.00                 | 0.00                          | -                       | 0.00                       | 0.0                             | 0.00                 |
| Charges for the year       | 0.00            | 0.00               | 0.00                 | 0.00                          | -                       | 0.00                       | 0.00                            | 0.00                 |
| <b>At end of the year</b>  | <b>0.00</b>     | <b>0.00</b>        | <b>0.00</b>          | <b>0.00</b>                   | <b>-</b>                | <b>0.00</b>                | <b>0.00</b>                     | <b>0.00</b>          |
| <b>Net book value</b>      | <b>0.00</b>     | <b>0.00</b>        | <b>0.00</b>          | <b>0.00</b>                   | <b>0.00</b>             | <b>0.00</b>                | <b>0.00</b>                     | <b>0.00</b>          |

In the opinion of directors, there is no impairment in the value of Plant, Properties and Equipment's.

**NOTES TO FINANCIAL STATEMENTS (CONTINUED)**

|                                       | <b>31 Dec 2024</b> | <b>31 Dec 2023</b> |
|---------------------------------------|--------------------|--------------------|
|                                       | <b>TZS</b>         | <b>TZS</b>         |
| <b>11 INVENTORIES</b>                 |                    |                    |
| Finished goods if any                 | 0.00               | 0.00               |
|                                       | <b>0.00</b>        | <b>0.00</b>        |
|                                       | <hr/> <hr/>        | <hr/> <hr/>        |
| <b>12 TRADE AND OTHER RECEIVABLES</b> |                    |                    |
| Account receivable                    | 0.00               | 0.00               |
| Rent Prepaid                          | 93,555,000         | 0.00               |
| Staff Loan                            | 0.00               | 0.00               |
| Other Prepayments                     | 0.00               | -                  |
|                                       | <b>93,555,000</b>  | <b>0.00</b>        |
|                                       | <hr/> <hr/>        | <hr/> <hr/>        |
| <b>13 TRADE AND OTHER PAYABLES</b>    |                    |                    |
| Account Payables                      | 0.00               | 0.00               |
| Statutory Payables                    | 0.00               | 0.00               |
|                                       | <b>0.00</b>        | <b>0.00</b>        |
|                                       | <hr/> <hr/>        | <hr/> <hr/>        |
| <b>14 LOANS AND BORROWING</b>         |                    |                    |
| Bank Loans                            | 0.00               | 0.00               |
| Bank Overdraft                        | 0.00               | 0.00               |
|                                       | <b>0.00</b>        | <b>0.00</b>        |
|                                       | <hr/> <hr/>        | <hr/> <hr/>        |

**15 CONTINGENT LIABILITIES**

In the opinion of the Directors, there were no contingent liabilities as at the end of the reporting date.

**16 CAPITAL COMMITMENTS**

As at 31 December 2024, the Company has committed capital towards construction of warehouse at Plot 7/1/9 Mikochehi of Tanzania Shillings **509,199,740** (2023: None).

## NOTES TO FINANCIAL STATEMENTS (CONTINUED)

### 17 CASH AND CASH EQUIVALENTS

|               | 31 Dec 2024<br>TZS      | 31 Dec 2023<br>TZS    |
|---------------|-------------------------|-----------------------|
| Cash at banks | 0.00                    | 0.00                  |
| Cash on hand  | <u>5,000,000</u>        | <u>282,500</u>        |
|               | <b><u>5,000,000</u></b> | <b><u>282,500</u></b> |

### 18 SHARE CAPITAL

As of the reporting date 31 December 2024, the Company's authorized share capital is TZS 100,000,000 comprising 1,000 ordinary shares with a par value of TZS 100,000 each. Details are shown below;

|                                  | 31 Dec 2024<br>TZS   | 31 Dec 2023<br>TZS                  |
|----------------------------------|----------------------|-------------------------------------|
| Issued and paid up share capital | <u>100,000,000</u>   | <u>100,000,000</u>                  |
|                                  | <b>No. of shares</b> | <b>Value issued and paid up TZS</b> |
| <b>By 31 December 2024</b>       |                      | <b>Outstanding Balance TZS</b>      |
| Mr. Weimin Zhang                 | 500                  | 50,000,000                          |
| Mr. Longfei Lou                  | 500                  | 50,000,000                          |
|                                  | <u>1,000</u>         | <u>100,000,000</u>                  |
|                                  |                      | <u>-</u>                            |
|                                  |                      | <u>-</u>                            |
|                                  |                      | <u>-</u>                            |

### 19 CAPITAL MANAGEMENT

The Company's objectives when managing capital are to safeguard the Company's ability to continue as a going concern in order to provide return for shareholders and to maintain an optimal capital structure to reduce the cost of capital.

In order to maintain or adjust the capital structure, the Company may limit the amount of dividends paid to shareholders. No dividend is payable to shareholders as company is in the investment stage of its life cycle and is yet to generate any revenue or profits

## NOTES TO FINANCIAL STATEMENTS (CONTINUED)

### 20 RISK MANAGEMENT OBJECTIVES AND POLICIES

#### a) Financial risk management

The company's activities expose it to a variety of financial risks including liquidity and market risks. The company's overall risk management policies focus on the unpredictability of changes in the business environment and seek to minimize the potential adverse effects of such risks on the company's performance by setting acceptable levels of risk. The company does not hedge against any risks.

#### i) Credit risk

Credit risk is the risk that one party to a financial instrument will cause a financial loss for the other party by failing to discharge an obligation. The Organization has limited exposure to credit risk from trade and other receivables as the balances arise from shareholders and related parties. Credit risk mainly arises from financial assets, and is managed on a company-wide basis.

#### ii) Liquidity risk

Liquidity risk is the risk that the Organization will encounter difficulty in meeting obligations associated with financial liabilities. The Organization has managed its risk by receiving an undertaking from the shareholders to provide all necessary financial support in meeting the obligations.

#### iii) Market risk

Market risk is the risk that the fair value or future cash flows of financial instruments will fluctuate because of changes in market price and comprises three types of risks; currency risk, interest rate risk and other price risk.

The company does not exposed to currency risk.

### 21 RELATED PARTY BALANCES AND TRANSACTIONS

Parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial or operational decisions.

The related parties that transact with the Company shareholders, directors and key management personnel. All transactions with related parties are made at an arm's length in the normal course of business and on normal commercial terms and conditions.

#### (a) Transactions with related parties

|                                   | 31 Dec 2024      | 31 Dec 2023    |
|-----------------------------------|------------------|----------------|
|                                   | TZS              | TZS            |
| <b>i Key Management Personnel</b> |                  |                |
| Directors remuneration (Gross)    | 3,000,000        | 500,000        |
|                                   | <b>3,000,000</b> | <b>500,000</b> |

### 21 PRESENTATION CURRENCY

The financial statements are presented in Tanzania Shillings (TZS).

### 22 EVENTS SUBSEQUENT TO FINANCIAL PERIOD END

At the date of signing the financial statements, the Directors are not aware of any other matter or circumstance arising since the end of the financial year, not otherwise dealt with in these financial statements, which significantly affect the financial position of the Company and results of its operations.