



TANZANIA



## Register of Companies Detailed information

**Information date and time:** 29/01/2024 12:11:54  
**Last update date and time:** 23/03/2023 16:11:00  
**Registration date and time:** 13/03/2013 00:00:00

1. **Status:** Registered
2. **Incorporation number:** 97773
3. **Company:** FARM ACCESS LIMITED
4. **Company type:** Private company Limited by shares
5. **Registered office:** Region Arusha, District Arusha, Ward Olturumet, Postal code 23201, ILKIUSHIN, NGARAMTONI ARUSHA, NEAR TPRI COMPLEX
6. **Contacts:** Email: farmaccessltd@gmail.com, Mob no/Tel no: 255754263885, P.O.Box 15780
7. **Business activity:** 3290 - Other manufacturing n.e.c., Main activity
8. **Directors / Directors in the country of origin:** HOSEA IGNATIO NGOWI, Tanzanian  
ROSE IGNATIO NGOWI, Tanzanian  
DAN KAY NGOWI, Tanzanian  
THOMAS SIMON MSUKULE, Tanzanian  
FELIX HERINI RAPHAEL MLAKI, Tanzanian
9. **Company secretary / Company secretary in the country of origin:** KESTER PAUL LYARUU, Tanzania
10. **Authorised share capital:** 1300000000 TZS
11. **Class of shares:** Class Ordinary: 32500 shares, 40000 TZS/share, 1300000000 TZS
12. **Shareholders:** ROSE IGNATIO NGOWI Class Ordinary 8125 shares taken  
HOSEA IGNATIO NGOWI Class Ordinary 6500 shares taken  
DAN KAY NGOWI Class Ordinary 8125 shares taken  
THOMAS SIMON MSUKULE Class Ordinary 6500 shares taken  
FELIX HERINI RAPHAEL MLAKI Class Ordinary 3250 shares taken

Information ordered by: KESTER LYARUU

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



Princ. Asst. Registrar of Companies

**THE COMPANIES ACT, 2002**

**(Act No. 12 of 2002)**

**PRIVATE COMPANY LIMITED BY SHARES**

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION**

**OF**

**FARM ACCESS LIMITED**

Incorporated this \_\_\_\_ day of \_\_\_\_\_ 2013

**DRAWN BY:**

**HOSEA IGNATIO NGOWI  
(SECRETARY)  
BLOCK D PLT 72/2  
ADA ESTATE, KINONDONI  
P.O.BOX 105979  
DAR ES SALAAM  
TANZANIA**

TANZANIA  
Stamp Duty Shs. 200/-  
Receipt No. 32379  
Paid of 14/8/13  
Registrar of Companies

**THE COMPANIES ACT, 2002**

**(Act No. 12 of 2002)**

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**PRIVATE COMPANY LIMITED BY SHARES**  
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**MEMORANDUM OF ASSOCIATION**

**OF**

**FARM ACCESS LIMITED**

TANZANIA  
Stamp Duty Shs. 200/-  
PAID ON ORIGINAL  
Receipt No. 32379  
Paid of 14/8/13  
Stamp Duty Office

1. The name of the Company is **“FARM ACCESS LIMITED”**
2. The Registered Office of the Company will be situated in the United Republic of Tanzania.
3. The objects for which the Company is established are: -
  - (a) To carry out the business of supplying animal medicines, human medicines, laboratory and hospital equipments, agricultural machines and implements
  - (b) To act as an agent of local or international medicines manufacturers and agricultural implements manufactures.
  - (c) To carry out the business of agriculture farming, flowers farming, dairy farming, animals feed production & selling, to establish farms for Cattle, Pigs, Goats, poultry and to keep all types of animals and birds and to do consultancy business on agriculture & farming and to acquire land and carry on the business of farming in all its branches
  - (d) To carry on the trade of warehousemen, removers, stores, packers and carriers of movable property of medicines nature and farming implements.
  - (e) To procure the Company to be registered or recognized in any part of the world outside the United Republic of Tanzania. To establish or promote or concur in the establishing or promoting any company or companies for the purpose or acquiring all or any of the property, rights and liabilities of the Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.

Company or for any other purpose which may seem directly or indirectly calculated to benefit the Company.



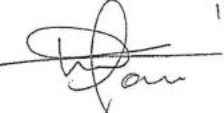
- (f) To carry on the business as international traders, worldwide gemstones traders, importers, exporters, sellers, buyers, suppliers, distributors, wholesalers, retailers, agents, manufacturers, representatives and dealers in goods, stores, consumable articles of merchandise, general merchandise and commodities and foodstuff.
- (g) To carry on the business of Tourist Hotels, Casino and night Club, recreation and camping sites, real estate development, estate agents, fast food restaurant, event management, entertainments and leisure and tours operator business.
- (h) To carry on business of real estate development, civil, electrical and mechanical contraction business, and to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal property, and any rights or privileges which the company may think appropriate for the purposes of its business, and in particular any land, buildings, easements, machinery, plant and stock in trade.
- (i) To acquire, carry on and undertake all or any part of the business, property and liabilities of any person or company carrying on business similar to that which the company is authorized to carry on, or possessed of rights or property suitable for any of the purposes of the company, and to purchase, acquire, sell and deal with the shares and securities of any such person or company.
- (j) To mortgage or charge all or any part of the property and rights of the Company, including its uncalled capital.
- (k) To issue warrants to persons warehousing goods with the Company and to lend money upon the security of such goods.
- (l) To carry on in the United Republic of Tanzania or elsewhere all or any one or more of the following business namely the buying, selling, letting, on hire, hire purchase or easy payment system, of manufactures and contractors of articles and goods of all kinds.
- (m) To enter into partnership or into any arrangements for sharing profits, union of interest, co-operation, joint adventure, reciprocal concessions or otherwise, with any person or company carrying on, or engaged in, or about to carry on or engaged in any business or transaction which the Company is authorized to carry on or engaged in, or any business or transaction capable of being conducted so as, directly or indirectly, to

*Memorandum and Articles of Association of FARM TRADE LIMITED*

The Company has power to increase or reduce the said capital and to issue any part of its capital, original or increased, with or without any preference, priority, or special privilege or subject to any postponement of rights or to any conditions or restrictions; and so that, unless the conditions of issue shall otherwise expressly declare, every issue of shares, whether declared to be preference or otherwise, shall be subject to the power hereinbefore contained.

The shares in the original or any increased capital may be divided into several classes and there may be attached thereto, respectively any preferential, deferred or other special rights, privileged, conditions or restrictions as to dividend capital, voting or otherwise

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

Names, Addresses and Occupation of Subscribers	Number of Shares taken	Seal and Signature of Subscribers
ROSE IGNATIO NGOWI P.O.BOX 35890 DAR ES SALAAM TANZANIA	4000	
HOSEA IGNATIO NGOWI P.O.BOX 35890, DAR ES SALAAM TANZANIA	3000	
DAN KAY NGOWI P.O.BOX 105979, DAR ES SALAAM TANZANIA	3000	
TOTAL NUMBER OF SHARES TAKEN	10,000	

Dated at Davao this 11 day of March 2013

WITNESS to the above Signature:

NAME: P. G. Chan

SIGNATURE: [Signature]

POSTAL ADDRESS: [Signature]

QUALIFICATION: [Signature]



TANZANIA  
Stamp Duty Shs. 500/-  
PAID ON ORIGINAL  
Receipt No. 337e  
01/04/2013  
Stamp Duty Officer

**THE COMPANIES ACT, 2002**

(Act No. 12 of 2002)

**PRIVATE COMPANY LIMITED BY SHARES**

TANZANIA  
Stamp Duty Shs. 500/-  
Receipt No. 337e  
Paid of 04/03/13  
Asst. Registrar of Companies

**ARTICLES OF ASSOCIATION**

**OF**

**FARM ACCESS LIMITED**

1. The regulations in Table "A" in the First Schedule to the Companies Act, 2002 shall not apply to the Company.
2. In these presents, if not inconsistent with the subject or context, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof.

Table "A" Not to Apply

WORDS	MEANINGS
The Act	The Companies Act, No. 12 of 2002.
These presents	These Articles of Association, as now framed, or as from time to time altered by Special Resolution.
Office	The Registered Office of the Company.
Seal	The Common Seal of the Company.
Month	Calendar month.
Year	Calendar year.
Writing	Unless the contrary intention appears, "writing" shall be construed as including references to printing, lithography, photography, and other modes of representing or reproducing words in a visible form.
Dividend	Dividend and/or bonus.

The expressions "Debenture" and "Debenture holder" shall include "Debenture Stock" and "Debenture Stockholder", and the expression "Secretary" shall include a temporary or assistant Secretary and any person appointed by the Directors to perform any of the duties of the Secretary.

Save as aforesaid any words or expressions defined in the Act shall, if not inconsistent with the subject or context, bear the same meaning in these presents.

The marginal notes are inserted for convenience only and shall not affect the construction of these presents.

Words importing the singular number only shall include the plural and the converse shall also apply.

Words importing males shall include females.

3. The Company is a **private** company and accordingly:-

Private Company

- (a) the right to transfer shares is restricted in manner hereinafter prescribed.
- (b) the members of the company (exclusive of persons who are in the employment of the Company) is limited to fifty, PROVIDED THAT, where two or more persons hold one or more shares in the Company jointly, they shall, for the purpose of this Article, be treated as a single member;
- (c) any invitation to the public to subscribe for any shares or debentures of the company is prohibited;
- (d) the Company shall not have power to issue share warrants to bearer.

## SHARE CAPITAL

Share Capital

6. The share Capital of the Company is Tanzania Shillings TWO BILLIONS (TShs. 2,000,000,000/= divided into 50,000 Shares of Tanzania Shillings FORTY thousand (TShs. 40,000/=) only each.

## LIEN

13. The Company shall have a first and paramount lien on every shares for all moneys (whether presently payable or not) called or payable at a fixed time in respect of such share; and the Company shall also have a first and paramount lien and charge on all shares (including fully paid shares) standing registered in the name of each Member (whether solely or jointly with others) for all the debts and liabilities of such Member or his estate to the Company and that whether the same shall have been incurred before or after notice to the Company of any equitable or other interest in any person other than such Member, and whether the period for the payment or discharge or the same shall have actually arrived or not and notwithstanding that the same are joint debts or liabilities of such Member or his estate and any other person, whether a Member of the Company or not. The Company's lien (if any) on a share shall extend to all dividends payable thereon but the Directors may at any time declare any share to be exempt wholly or partially from the provisions of this Article. Company's lien
14. The Company may sell, in such manner as the Directors think fit, any share on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of the sum presently payable, and giving notice of intention to sell in default, shall have been given to the holder for the time being of the share or the person entitled by reason of his death or bankruptcy to the shares. For giving effect to any such sale, the Directors may authorize some person to transfer the shares sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in such transfer, and he shall not be bound to see to the application of the purchase money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale. Sale of shares subject to lien
15. The net proceeds of such sale after payment of the costs of such sale shall be applied in or towards payment or satisfaction of the debt or liability in respect whereof the lien exists, so far as the same is presently payable and any residue shall (subject to a like lien for debts or liabilities not presently payable as existed upon the shares prior to the sale) be paid to the person entitled to the shares at the time of the sale. Application of proceeds of such sale

## CALLS ON SHARES

16. The Directors may from time to time make calls upon the Members in respect of any moneys (whether on account of the amount of the Calls

shares or by way of premium) unpaid on their shares, provided that (except as otherwise fixed by the conditions of application or allotment) no call on any shares shall exceed one-fourth of the nominal amount of the share or be payable at less than fourteen days from the last call, and each Member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the Company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the Directors may determine.

17. A call shall be deemed to have been made at the time when the resolution of the Directors authorizing the call was passed. A call may be made payable by installments. Time when made
18. The joint holders of a share shall be jointly and severally liable to pay all calls in respect thereof. Liability of joint holders
19. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding Ten per cent (10%) per annum, as the Directors may determine, but the Directors shall be at liberty to waive payment of such interest wholly or in part. Interest on calls
20. Any sum which by the terms of issue of a share becomes payable upon allotment or at any fixed date, whether on account of the amount of the shares or by way of premium, shall for all the purposes of these presents be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these presents as to payment of interest and expenses, forfeiture or otherwise shall apply as if such sum had become payable by virtue of a call duly made and notified. Sums due on allotment to be treated as calls
21. The Directors may from time to time make arrangements on the issue of shares for a difference between the holders of such shares in the amount of calls to be paid and in the times of payment. Power to differentiate
22. The Directors may, if they think fit, receive from any Member willing to advance the same, all or any part of the moneys unpaid upon the shares held by him beyond the sums actually called up thereon as a payment in advance of calls and such payment in advance of calls shall extinguish, so far as the same shall extend, Payment of calls in advance

Directors may, at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued and all expenses which may have been incurred by the Company by reason of such non-payment.

31. The notice shall name a further day (not being less than seven days from the date of the notice) on or before which and the place where the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time and at the place appointed the shares in respect of which the call was made will be liable to be forfeited. Notice to state time and place for payment
32. If the requirements of any such notice as aforesaid are not complied with, any share in respect of which such notice has been given may at any time thereafter, before payment of all calls and interest and expenses due in respect thereof has been made, be forfeited by a resolution of the Directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before forfeiture. Forfeiture on non-compliance with notice
33. When any share has been forfeited in accordance with these presents, notice of the forfeiture shall forthwith be given to the holder of the share, or the person entitled to the share by transmission, as the case may be, and an entry of such notice having been given and of the forfeiture with the date thereof shall forthwith be made in the Register of Members opposite to the entry of the shares; but no forfeiture shall be in any manner invalidated by any accidental omission or neglect to give such notice or to make such entry as aforesaid. Notice after forfeiture
34. A forfeited share shall become the property of the Company and may be sold, re-allotted or otherwise disposed of, either to the person who was, before forfeiture, the holder thereof or entitled thereto, or to any other person, upon such terms and in such manner as the Directors shall think fit, and at any time before a sale, re-allotment or disposition, the forfeiture may be cancelled on such terms as the Directors think fit. The Directors may if necessary, authorize some person to transfer a forfeited share to any such other person as aforesaid. Sale of forfeited shares
35. A person whose shares have been forfeited shall cease to be a Member in respect of the forfeited shares, but shall, notwithstanding the forfeiture, remain liable to pay to the Company all moneys which, at the date of the forfeiture, were payable by him to the Company in respect of the shares, with interest thereon as shall be determined by the Directors from the date of forfeiture until Rights and liabilities of Members whose shares have been forfeited

- (b) Cancel any shares which, at the date of the passing of the resolution, have not been taken, or agreed to be taken by any person, and diminish the amount of its capital by the amount of the shares so cancelled. Power to counsel shares
- (c) Sub-divide its shares, or any of them, into shares of smaller amount than is fixed by the Memorandum of Association (subject, nevertheless, to the provisions of the Act), and so that the resolution whereby any share is sub-divided may determine that, as between the holders of the shares resulting from such sub-division, one or more of the shares may have any such preferred or other special rights over, or may have such deferred rights, or be subject to any such restrictions as compared with the others as the Company has power to attach to unissued or new shares. Power to sub-divide shares
- And may by Special Resolution:-
- (d) Reduce its capital or any capital redemption reserve fund or any share premium account in any manner authorized by the Act. Power to reduce capital
41. The Company may by Ordinary Resolution convert any paid-up shares into stock, and reconvert any stock into paid-up shares of any denomination. Conversion into stock
42. The holders of stock may transfer the same, or any part thereof in the same manner, and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred, or as near thereto as circumstances admit; and the Directors may from time to time fix the minimum amount of stock transferable but so that such minimum shall not exceed the nominal amount of the shares from which the stock arose. Rights of stockholders to transfer stock
43. The holders of stock shall, according to the amount of stock held by them, have the same rights, privileges and advantages as regards dividends, voting at meetings of the Company and other matters as if they held the shares from which the stock arose, but no such privileges or advantage (except participation in the dividends and profits of the Company and in the assets on winding up) shall be conferred by an amount of stock which would not, if existing in shares, have conferred that privilege or advantage. Other rights and privileges of stockholders
44. Such of the regulations of the Company as are applicable, to paid-up shares shall apply to stock, and the words "share" and "shareholder" therein shall include "stock" and "stockholder". Application of certain regulations to stock and stockholders

## **GENERAL MEETINGS**

45. A General Meeting shall be held as the Annual General Meeting once in every year, at such time (within a period of not more than fifteen months after the holding of the last preceding Annual General Meeting) and place as may be determined by the Directors. The General Meetings referred to in this Article shall be called "Annual General Meetings". All General Meetings other than Annual General Meetings shall be called "Extraordinary Meetings".
46. The Directors may call an Extraordinary Meeting whenever they think fit and shall, on requisition in accordance with the Act, proceed to convene an Extraordinary Meeting as required by the Act. In the case of Extraordinary General Meeting called in pursuance of a requisition, unless such meeting shall have been called by the Directors, no business other than that stated in the requisition as the objects of the meeting shall be transacted.

Annual General Meeting

Extraordinary Meetings

## **NOTICE OF GENERAL MEETINGS**

47. All meetings of Members shall be called by twenty-one days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and exclusive of the day for which it is given, and shall specify the place, the day, and the hour of meeting, and in case of special business, the general nature of such business (and in the case of a meeting convened for passing a Special Resolution, the intention to propose such resolution as a Special Resolution), and shall be given in manner hereinafter mentioned to such persons as are, under the provisions herein contained, entitled to receive notices from the Company. With the consent in writing of all Members entitled to receive notices from the Company, a meeting may be convened by a shorter notice and in such manner as such Members may think fit.
48. The accidental omission to give notice to, or the non-receipt of notice by, any Member, shall not invalidate the proceedings at any General Meeting.

Notice of General Meetings required

Omission and non receipt of notice

shall, notwithstanding that such Member be then dead or bankrupt, and whether or not the Company have notice of his death or bankruptcy, be deemed to have been duly served in respect of any share registered in the name of such Member as sole or joint holder, and such service shall for all purposes be deemed a sufficient service of such notice or document on all persons interested (whether jointly with or as claiming through or under him) in the share.

#### **WINDING-UP**

124. If the Company shall be wound up (whether the liquidation is voluntary, under supervision, or by the Court), the liquidator may with the authority of a Special Resolution, divide among the Members in specie or kind the whole or any part of the assets of the Company and whether or not the assets shall consist of property of one kind or shall consist of properties of different kinds and may for such purpose set such value as he deems fair upon any one or more class or classes of property and may determine how such division shall be carried out as between the Members or different classes of Members. The liquidator may, with the like authority, vest any part of the assets in trustees upon such trusts for the benefit of Members as the Liquidator with the like authority shall think fit, and the liquidation of the Company may be closed and the Company dissolved, but so that no contributory shall be compelled to accept any shares in respect of which there is a liability.

Provisions relating to liquidation



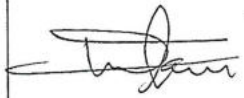
#### **INDEMNITY**

125. Subject to the provisions of the Act every Director, Managing Agent, Auditor, Manager, Secretary or officer or Servant of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.
126. No Directors, Managing Agent, Auditor or other officers of the Company shall be liable for the acts, receipts, neglects or defaults of any other Director or Officer, or for joining in any receipt or other act for conformity or for any loss or expense happening to the Company through the insufficiency or deficiency of title to any property acquired by order of the Directors for or on behalf of the Company, or for the insufficiency or deficiency or any security in or upon which any of the moneys of the Company shall be invested, or for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person with whom any moneys, securities or

Indemnity of Directors and officers or servants

Memorandum and Articles of Association of FARM TRADE LIMITED

effects shall be deposited, or for any loss occasioned by any error of judgment, omission, default or oversight on his part, or for any other loss, damages or misfortune whatsoever which shall happen in relation to the execution of the duties of his office or in relation thereto, unless the same happen through his own dishonesty.

Names, Addresses and Occupation of Subscribers	Number of Shares taken	Seal and Signature of Subscribers
ROSE IGNATIO NGOWI P.O.BOX35890, DAR ES SALAAM TANZANIA	4000	
HOSEA IGNATIO NGOWI P.O.BOX 35890, DAR ES SALAAM TANZANIA	3000	
DAN KAY NGOWI P.O.BOX 105979, DAR ES SALAAM TANZANIA	3000	
TOTAL NUMBER OF SHARES TAKEN	10,000	

Dated at Dom this 01 day of March 2013

WITNESS to the above Signature:

NAME: .....

SIGNATURE: .....

POSTAL ADDRESS: .....

QUALIFICATION: .....

