

**THE COMPANIES ORDINANCE**

(CAP 212)

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**COMPANY LIMITED BY SHARES**

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**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**TANDIKA FAB COMPANY LIMITED**

---

Incorporated this ..... Day of ..... 199...

**PRESENTED BY:**

Farid A. Bazar  
Promoter of the Company  
P. O. Box 8065,  
**DAR ES SALAAM.**

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Farid A. Bazar  
Promoter of the Company  
P. O. Box 8065,  
**DAR ES SALAAM.**

**THE UNITED REPUBLIC OF TANZANIA**

**CERTIFICATE OF INCORPORATION**

NO.

I HEREBY CERTIFY THAT

**TANDIKA FAB COMPANY LIMITED**

Is this day incorporated under the Companies Ordinance (Cap. 212) and that the Company is Limited.

GIVEN under my hand at Dar es Salaam, this..... day of ..... One  
Thousand Nine Hundred and Ninety.....

.....  
**REGISTRAR OF COMPANIES**

17007  
17007  
18-11-81

6007  
1737024  
18-11-81

THE COMPANIES ORDINANCE (CAP 212)  
COMPANY LIMITED BY SHARES  
MEMORANDUM OF ASSOCIATION  
OF  
TANDIKA FAB COMPANY LIMITED

1. The name of the Company is **TANDIKA FAB COMPANY LIMITED**
2. The Registered Office of the Company will be situated in Mainland, Tanzania.
3. The objects for which the Company is established are:-
  - (a) To carry on the business as traders and general merchants in all types of industrial consumer goods, agricultural produce, foodstuffs and merchandise of all kinds.
  - (b) To carry on the business of general merchants, general store-keepers, universal providers, importers, exporters and wholesale and/or retail traders of industrial consumer goods, agricultural tools and inputs, foodstuffs, hardware of all kinds, domestic and household requirements, building materials, all types of stationery supplies, medical equipments and textile goods of all kinds.
  - (c) To carry on the business of importers, dealers and distributors of kerosene, petrol, motor spirit, mineral oil, crude oil, petroleum, lubricating oil, grease, and all other kinds of mineral and petroleum products.
  - (d) To purchase, take on lease or otherwise acquire any land, farm or plantation and to develop the same by clearing, draining, fencing, planting, cultivating or otherwise improving the same.

- f) To carry on all kinds of agency business, to take part in the management, supervision or control of the business operations of any other company, association, firm or persons and in connection therewith to appoint and remunerate any directors, accountants, and other experts or agents.
- g) To construct, erect maintain and alter any buildings, machinery and plant works necessary or convenient for the purpose of the business of the company.
- h) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value of or render profitable any of the company's property or rights.
- i) To enter into any arrangements and contracts with Government or Authorities (supreme, municipal local or otherwise) or any Corporation, Companies or persons, having objects that may seem conducive to the Company's object or any of them and to obtain from any such Government Authority, Corporation, Company or persons, contract, decrees, rights, privileges and concessions.
- j) To borrow or raise, secure the payment of money in such manner as the Company shall think fit, and in particular by the issue of debenture stock, certificates or other securities perpetual or otherwise charged upon all or any other Company's rights and property (present and future) including any uncalled capital or without any such security and to purchase, redeem, or pay-off any such security or loan.

- k) To amalgamate with or enter into partnership or into any arrangement for sharing profits, union of interests, cooperation, joint venture, reciprocal concession or otherwise with any person in any business or transaction which this Company is authorised to carry on, or engage in any business or transaction capable of being conducted so directly or indirectly to benefit this Company. And to take or otherwise acquire shares and securities of any Company and sell, hold, re-issue with or without guarantee, or otherwise deal with the same.
- l) To promote another company for the purpose of acquiring all or any of the property and liabilities of this company, or for other purpose, which may seem directly or indirectly calculated to benefit this Company.
- m) To sell or dispose of the undertaking and property of the Company or any part thereof, for such consideration as the Company may think fit, and in particular for shares, debentures or securities of any other Company having objects, altogether or in part similar to those of this Company.
- n) Generally 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 necessary or convenient for the purpose of its business and in particular any land, buildings, easements, plant and machinery and stock-in-trade.
- o) To invest and deal with moneys of the Company not immediately required, upon such securities and in such manner as the Company may from time to time determine.

- p) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the shares in the Company's capital, or any debentures or other securities of the Company or the conduct of its business.
- q) To distribute any part of the property of the Company among the members.
- r) To lend and advance money and give credit to such persons or companies as may seem expedient and in particular to members of the Company and customers and others having dealings with the Company and to guarantee the performance of contracts by such person.
- s) To draw, make, accept and endorse discounts, execute and issue cheques, promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- t) To do all or any of the above things in any part of the world as principals, agents, contractors trustees or otherwise alone or in conjunction with others.
- u) To pay the expenses of and preliminary and incidental to the promotion, establishment and registration of the Company or of any other Company promoted, formed established or registered by the Company and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking, placing or underwriting all or any of the shares or debentures, or other obligations of the Company or of any Company so promoted, formed, established or registered by the Company.
- v) To obtain all powers and authorities necessary to carry out or extend any of the above objects.

The objects set forth in any sub-clause of this clause shall not except when the context expressly so required, be in any way limited or restricted by reference or inference from the terms of any sub-clause or by the name of the Company. None of such sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the company shall have full powers to exercise all or any of the powers conferred by any part of the this clause in any part of the world and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause.

AND it is hereby declared that the word "COMPANY" in this clause shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated, and whether domiciled in Tanzania or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be independent main objects and shall in no way be limited or restricted by any reference to or inference from the terms of any other paragraph or the name of the Company.

4. The liability of the members is limited.
5. The initial capital of the Company is Twenty Million Shillings (Tshs, 20,000,000/=) divided into 20,000 shares of Shs. 1,000/= each and the Company shall have the power to divide the original or any increased capital into several classes, and to attach thereto any preferential, deferred, qualified or other special rights, privileges, restrictions or conditions.

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:-

NAME, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBERS OF SHARES TAKEN	SIGNATURE
1. FARID AHMED BAZAR P.O. BOX 8065, DAR ES SALAAM	8,000	<i>Bazar</i>
2. FATUMA FARID BAZAR P.O. BOX 8065 DAR ES SALAAM	4,000	<i>Fazar</i>
3. MARIAM FARID AHMED P.O. BOX 8065, DAR ER SALAAM	4,000	<i>MFA</i>
4. FREY SAID MBARAK P.O. BOX 8065, DAR ES SALAAM	4,000	<i>Frey Said</i>

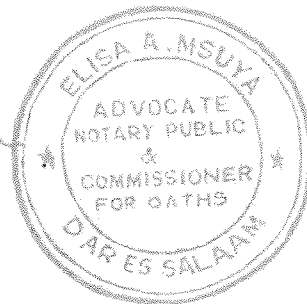
DATED at Dar es Salaam this 09 day of November 1998

WITNESS to the above Signatures:

Signature: *[Handwritten Signature]*

Postal Address: Box 12260, 8th

Qualification: ADVOCATE



## THE COMPANIES ORDINANCE (CAP 212)

## COMPANY LIMITED BY SHARES

## ARTICLES OF ASSOCIATION

OF

## TANDIKA FAB COMPANY LIMITED

PRELIMINARY:

1. In these Regulations:-

"The Ordinance" means the Companies Ordinance Chapter 212 of the Laws of Tanzania.

When any provision of the Ordinance is referred to, the reference is that provision as modified by any law for the time being in force.

Unless the context otherwise requires, the expression defined in the Ordinance or any statutory modification thereof in force at the date at which these Regulations become binding on the Company, shall have meanings so defined.

Any words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females, and the words importing persons shall include bodies corporate, partnership, firms, Co-operative Societies etc.

The Regulation of Table 'A' in the First Schedule to the Companies Ordinance (hereinafter called Table 'A') shall apply to the Company, save in so far as they are varied or excluded hereby, but in case of any conflict between the provisions herein and the Provisions under Table 'A', the former shall prevail, and in addition of the provisions of Table 'A' the following shall be the regulations of the Company.

**PRIVATE COMPANY**

2. The Company is a Private Company accordingly:-
- a) The right to transfer shares is restricted in a manner hereinafter prescribed.
  - b) The number of members of the Company (exclusive of persons who are in the employment of the Company and of persons who having been formerly in the employment of the Company were while in such employment and have continued after the determination of such employment to be members of the Company) is limited to fifty; provided that where two or more persons hold one or more shares in the Company jointly they shall for the purpose of this regulation be treated as a single member.
  - c) Any invitation to the public to subscribe for any shares or debenture of the Company is prohibited.
  - d) The Company shall not have power to issue share warrants to bearer.

**TRANSFER OF SHARES:**

3. The Directors may in their discretion and without assigning any reason thereof refuse to register the transfer of any shares to any person whom it shall in their opinion be undesirable for any reason whatsoever to admit to membership.
4. Subject to Clause 2 and 3 hereof, the right of members to transfer their shares shall be restricted as follows:-
  - a) No share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one who it is desirable in the interest of the Company to admit to Membership.

- b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every person representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of such shares to any member or members of the Company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the Company.
- c) Upon price of such shares being agreed on or determined as per clause (b) above, the Board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such shares inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any, if so what maximum number of such shares. At the expiration of such 21 days' notice the Board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be pro rata according to the number of shares already held by them respectively, or if there be only one such shareholder, the whole of such shares shall be sold to him, provided that no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.

Upon such apportionment being made or such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to the single shareholders who shall have agreed to purchase the same.

**GENERAL MEETINGS: NOTICE OF GENERAL MEETINGS  
AND PROCEEDINGS AT GENERAL MEETINGS**

5. Articles 39 to 53 Table 'A' shall apply subject to the following variations:-
- a) A General Meeting, ordinary or extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.
  - b) Two members present, either personally or by proxy, shall form a quorum.
  - c) Any ordinary resolution of the Company determined without any General Meeting and evidenced by writing under the hands of majority of the Directors and of the Members of the Company holding three-fourths of the issued shares of the Company shall be valid and effectual as an ordinary resolution duly passed at a General Meeting of the Company.

**DIRECTORS:**

6. a) Until otherwise determined by the Company in General Meeting the Directors shall not be less than two and not more than seven in number.
- b) The following persons shall be the first Directors of the Company:-
1. FARID AHMED BAZAR
  2. FATUMA FARID BAZAR
  3. FREY SAID MBARAK
  4. MARIAM FARID AHMED
7. The shareholding qualification for Directors may be fixed by the Company in general meeting and unless and until so fixed no qualification shall be required.

8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.
9. A resolution in writing signed by all the Directors then in Tanzania shall be as a valid and effectual as if it had been passed at a Meeting of Directors duly called and constituted.
10. The Directors may from time to time borrow or raise any moneys for the purposes of the Company, which may exceed the issued share capital of the Company.

#### **BORROWING POWER**

11. The Directors may raise or borrow for the purpose of the Company's business such sum or sums of money as they think fit and they may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued capital or by the issue; at such price as they may think fit or bonds or debentures, either charged upon the whole or any part of property and assets of the Company, or not charged, or in such other way as the Directors may think expedient.

#### **ALTERNATE DIRECTORS**

12. Each Director may nominate a person, who shall be approved of in writing by the other Director, to act as Alternate in his place during his absence from Tanzania or inability to act as such Director. Such Alternate Director shall be subject in all other respects to the terms and conditions existing with reference to the Directors and discharge all duties and functions of the Directors whom he represents and in the case of an Alternate Director being unable to act during the absence or inability to act as the Director whom he represents he may subject to the likely approval of the other Directors appoint a duly qualified person to act in his place.

### SECRETARY

13. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such conditions as it may think fit, and any Secretary so appointed may be removed by the Board.

### WINDING UP

14. With the sanction of a Special Resolution of the Shareholders any part of the assets of the Company including any shares in other companies may be divided between the Member of the Company in specie or may be vested in Trustee for the benefit of such members and the liquidation of the Company may be closed and the Company dissolved but so that no member shall be compelled to accept any shares whereupon there is any liability.

### INDEMNITY

15. Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the Company shall be indemnified out of the assets of the Company against any liability incurred by him to defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application (under Section 345 of the Ordinance) in which relief is granted to him by the Court.

**ALTERATION OR ADDITIONS**

16. Subject to the provision of the Ordinance and to those contained in the Memorandum of Association, the Company may by Special Resolution make alteration or addition and such alteration or addition so made shall be as valid and effectual as if originally contained in those Articles and be subject in like manner to alternation by Special Resolution.

NAMES, ADDRESSES AND DESCRIPTION OF SUBSCRIBERS	NUMBER OF SHARES TAKEN	SIGNATURE
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2. FATUMA FARID BAZAR P.O. BOX 8065, DAR ES SALAAM	4,000	<i>Bazar</i>
3. MARIAM FARID AHMED P.O. BOX 8065, DAR ES SALAAM	4,000	<i>MFA</i>
4. FREY SAID MBARAK P.O. BOX 8065, DAR ES SALAAM	4,000	<i>Frey Said</i>

DATED at Dar es Salaam 09 day of November 1998

WITNESS to the above Signatures:

Signature: *[Handwritten Signature]*

Postal Address: Box 12260, Dhu

Qualifications: ADVOCATE

