

**THE COMPANIES ACT 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**SPARKLE CONSTRUCTION LIMITED**

**Incorporated this ..... day of..... 2024**

**DRAWN BY:**

**KAIZER XAVIER MSOSA(ADVOCATE)  
P.O BOX2254  
DAR ES SALAAM**

**THE COMPANIES ACT, 2002**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM OF ASSOCIATION**

**OF**

**SPARKLE CONSTRUCTION LIMITED**

- 1.** The name of the company is **SPARKLE CONSTRUCTION LIMITED**
- 2.** The registered office of the Company will be situated in the United Republic of Tanzania.
- 3.** The objectives for which the company is established are:-
  - a. To carry on business as an investment holding company and banking holding company and for that purpose to acquire and hold either in the name of the Company, or in that of any nominee, shares, stocks, debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any company wherever incorporated or carrying on business; and debentures, debenture stock, bonds, notes, obligations and securities issued or guaranteed by any government, municipal or other local authority, and any public body or authority local or otherwise in any part of the world
  - b. To act as an Import and Export house and to perform all the functions and undertake all activities connected therewith including obtaining and dealing in licenses, quotas, certificates and other rights.
  - c. To carry on the business of buying, selling, reselling, exporting and trading of all kinds of goods finished, semi finished, raw material items, articles, merchandise, products such as agricultural, industrial, chemical or marine, stones, pieces of arts, antiques, handicrafts, machinery, equipment, capital goods and any other item capable of purchasing, selling, importing, exporting and trading and to be appointed as agents and / or distributors on commission, allowance, retainer ship, incentive basis.
  - d. To carry on the business of agriculturists, farmers, gardeners, dairymen, dairy farmers, and to acquire, hold, buy or acquire freehold or leasehold agriculture land, farm, garden or any other, property and to act as growers of agriculture produce of all description, like fruits, vegetable, seeds, organic products and herbal products and deal in such business as may be required by farmers and dealers of agriculture produce.
  - e. To carry on in Tanzania or outside the business of Real Estate Agent and buying, purchasing or otherwise acquire any immovable or movable property of all kinds and description and right, title and interest therein and to carry on the business of renting, letting or other similar arrangements of immovable and moveable properties.
  - f. To carry on in India or elsewhere the business to buy, take on lease or under a licence, concession, grant or otherwise acquire mines, mining rights in any land or other place and metalliferous land and any interest there in and to explore, work, develop, turn to account the same.

- g. To carry on business as general wholesale and retail traders, manufacturers, industrialists, importers, exporters, purchasers, sellers, owners, administrators, suppliers, distributors, representatives and agents of goods and merchandise as well as services of any kind and description, dispatch and/or commission agents, general insurers and insurers of exports, insurance agents, travel and tourist agents, estate agents and general agents.
- h. To carry on any other business, to undertake any other enterprise or activity and to do any acts which may seem to the Directors capable of being conveniently or advantageously or usefully carried on or done.
- i. To carry on the business of general agents and forwarding agents, brokers, stock-exchange brokers, auctioneers, estate agents, insurers, and insurance agents, travel and tourist agents and advertisers and to act as agent, representative and trustee, to take up and manage any kind of trusts and to take up any kinds of agencies and business of every nature, on commission or not, or in other way or arrangement, and generally to provide services or advice of any nature.
- j. To carry on business of manufacturing, refining and preparing all kind and description of solid, liquid, chemical and bio fertilizers, micro nutrients, plant nutrients and to carry on any operation or processes of mixing, granulating different chemicals or fertilizers and for that purpose to carry out acquisition, creation, leasing of movable, immovable, intellectual and other properties, equipment, machinery, accessories, utilities, technology, know-how process etc.
- k. To promote and encourage the industrial section of the economy of Tanzania and to encourage international business
- l. To carry on business as an investment, development company and to undertake and transact all kinds of investments and developments.
- m. To carry on the business of providing Logistics Services, material management, transportation, warehousing distribution and marketing of goods and to provide storage and protection of goods against rain, fire and other natural or manmade calamities.
- n. To carry on business as a trust company in all its branches and in particular to undertake and execute any trust, to act as executors or administrators, receivers, liquidators, managers, agents, nominees and otherwise to undertake and perform any office of trust or confidence
- o. To purchase or otherwise acquire and undertake wheresoever situate the whole or any part of the business, goodwill, assets and liabilities of any person, firm or company; to acquire an interest in, amalgamate with or enter partnership with any person, firm or company; to promote, sponsor, establish, constitute, form, participate in, organise, manage, supervise and control any corporation, company, syndicate, fund, trust, institution or business of any nature whatsoever.
- p. To improve, manage, develop, sell, let, exchange, invest, reinvest, settle, grant licences, easements, options, servitudes and other rights over, or otherwise deal with all or any part of the Company's property, undertaking and assets, both present and future, including uncalled capital, and any of the Company's rights, interests and privileges.
- q. To manufacture, construct, assemble, design, repair, refine, develop, alter, convert, refit, prepare, treat, render marketable, process and otherwise produce materials, fuels, chemicals, substances and industrial, commercial and consumer products of all kinds.

- r. To carry on the business of general carriers and forwarding agents, warehousemen, bonded warehousemen, carriers, travel and freight agents and messages and to acquire all necessary licences and registrations therefor.
- s. To purchase or otherwise acquire, take in exchange, charter, hire, build, construct, repair, own, work, manage, operate and otherwise deal with any ship, boat, barge or other waterborne vessel, hovercraft, balloon, aircraft, helicopter or other flying machine, coach, wagon, carriage (however powered) or other vehicle, or any share or interest therein.
- t. To establish, maintain, and operate sea, air, inland waterway and land transport enterprises (public and private) and all ancillary services.
- u. To apply for, register, purchase or otherwise acquire and protect, prolong, and renew, in any part of the world, any intellectual and industrial property and technology of whatsoever kind or nature and licences, protections and concessions therefor, and to use, turn to account, develop, manufacture, experiment upon, test, improve and license the same.
- v. To enter, take over, negotiate or otherwise acquire, any contract or contracts whatever which the Company may think necessary, desirable or convenient for the purposes of the Company or any of them at such prices and for such consideration, and upon such terms and conditions, and subject to such stipulations and agreements as the Company may determine, and at any time and from time to time to vary, modify, alter, or cancel any such contract.
- w. To engage in and carry on the business of brokers and dealers in commodities, including contracts for future delivery thereof, of every kind, character, or description whatsoever.
- x. To finance the sale of and to sell on hire purchase, credit sale, conditional sale, lease or terms as to deferred payment or otherwise, systems, vehicles, plant, machinery and equipment of every description.
- y. To acquire, provide and maintain factories, plants, facilities, works, equipment, devices, processes, laboratories, workshops and accommodations of all description for or in relation to any of the objects of the Company.
- z. To carry on all or any of the businesses of printers, publishers, designers, draughtsman, journalists, press and literary agents, tourist and travel agents, advertisers, advertising and marketing agents and contractors, personal and promotional representatives, artists, sculptors, decorators, illustrators, photographers, film makers, producers and distributors, publicity agents and display contractors.
- aa. To establish and carry on institutions of education, training instruction and of research and to provide for the giving and holding of lectures, scholarships, awards, exhibitions, classes and meetings for the promotion and advancement of education or the dissemination of knowledge generally.
- bb. To vest properties in trustees or undertake and execute any trusts the undertaking whereof may seem desirable and also to undertake on such terms as shall be thought expedient the office of executor, administrator, depositary, custodian, secretary, transfer agents, treasurer or registrar and to keep for any company, government, authority or body any register relating to any stocks, funds, shares or securities or to undertake any duties in relation to the registration of transfers, the issue of certificates or otherwise.

- cc. To carry on any other business or activity and do any act or thing which in the opinion of the Company is or may be capable of being conveniently carried on or done in connection with any of the above objects, or likely directly or indirectly to enhance the value of or render more profitable all or any part of the Company's property or assets or otherwise to advance the interests of the Company or its Members.
- dd. To enter into any commercial or other arrangements with any government, authority, corporation, company or person and to obtain or enter into any legislation, orders, charters, contracts, decrees, rights, privileges, licences, franchises, permits and concessions for any purpose and to carry out, exercise and comply with the same and to make, execute, enter into, commence, carry on, prosecute and defend all steps, contracts, arrangements, negotiations, legal and other proceedings, compromises, arrangements and schemes and to do all other acts, matters and things which shall at any time appear conducive or expedient for the advantage or protection of the Company.
- ee. To take out insurance in respect of all insurable risks which may affect the Company or any other company or person and to effect insurance and to pay the premiums therefor in respect of the life of any person and to effect re-insurance and counter-insurance.
- ff. To lend and advance money and grant and provide credit and financial or other accommodation to any person, firm or company.
- gg. . To borrow or raise money in such manner as the Company shall think fit and in particular by the issue, whether at par or at a premium or discount and for such consideration as the Company may think fit, of bonds, debentures or debenture stock (payable to bearer or otherwise), mortgages or charges, perpetual or otherwise, and if the Company thinks fit charged upon all or any of the Company's property, both present and future, and undertaking including its uncalled capital and further, if so thought fit, convertible into any stock or shares of the Company of any other company, and collaterally or further to secure any obligations of the Company by a trust deed or other assurance
- hh. zz. To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them

**AND** it is hereby declared that the interpretation of this clause, the power conferred on the Company by any paragraph shall not be restricted by reference to any other paragraph or to the name of the Company or by juxtaposition of two or more objects and that in the event of any ambiguity, every paragraph hereto including this clause shall be constructed in such a way as to widen and not to restrict the powers of the Company.



**4. LIABILITY**

The liability of the Members is limited.

**5. CAPITAL**

The share capital of the company is One Hundred Million Tanzania shillings (Tshs 100,000,000) divided into One hundred (100) Ordinary shares of One Million shillings (Tshs 1,000,000) each with power for the company to increase or reduce such capital and divide any shares in its capital for the time being into several classes and to attach thereto respectively any preferential, deferred, qualified or other rights, privileges, restrictions or conditions and to issue all or any part of such original, increased or reduced capital with subject to such preferential, deferred, qualified or other 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.

Names, Addresses, and Description of Subscribers	Number of shares taken by each Subscriber	Signature
CHRISTOPHER HERMAN MWANGENI P.O BOX 12744 DAR ES SALAAM	500	
KENEDY JOSEPH MKENDA P.O BOX 12744 DAR ES SALAAM	500	

Dated at Dar es Salaam on this 7<sup>th</sup> day August 2021

WITNESS to the above signatures:

Name: Kaizer Msosa

Signature: Kaizer

Address: Box 18085 Dar es Salaam

Qualification: Advocate



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

**PRELIMINARY**

**1.** In these Articles:

“The Act”	Means the Companies Act 2002
“The Seal”	Mean the Common Seal of the Company
“The Secretary”	Means any person appointed to perform the duties of the Secretary of the Company.

“The Register”	Mean the Register of the Member of the
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Company. “The Dividend”	Means the Dividend declared by the Company
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and

Includes bonus.

Expression referring to writing shall unless the contrary intention appears, construed as including reference to printing, lithography and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding upon the Company.

**2.** The Regulations contained in PART II of the First Schedule to the Companies Act 2002 shall unless otherwise provided herein, apply to the Company.

**3.** The Company is a PRIVATE COMPANY and accordingly: -

- (a) The right to transfer shares is restricted in manner hereinafter prescribed;
- (b) The number of members of the Company is limited to fifty as further provided for in the Act;
- (c) Any invitation to the public to subscribe for any shares or debenture of the public is prohibited;
- (d) The Company shall not have power to issue share warrants to bearer.

## PRIVATE COMPANY

4. The company is a Private Company and accordingly: -
- (a) The right to transfer shares is restricted in manner hereinafter prescribed.
  - (b) The number of members of Company (exclusive of persons who are in the employment of the Company and of persons who have been formerly in the employment of the company were while in such employment to be the members of the company) is limited 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 tested 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

5. The directors may in their absolute discretion and without assigning any reason therefore, decline to register any transfer of any share, whether or not it is a fully paid share.
- (i) The Share Capital of the Company is **One Hundred million Tanzania shillings only (Tshs.100, 000,000/=)**, divided into **One hundred (100)** ordinary shares each of One Million Tanzania shillings only (Tshs.1,000,000/=).
  - (i) Subject to the provisions, if any in that behalf of the Memorandum of Association, and without prejudice to any special rights previously conferred on the holders of existing shares, any shares may be issued with such preferred, deferred or other special rights or such restrictions whether in regard to the dividend, voting, return of share capital or otherwise, as the Company may from time to time by special resolution, be issued on the terms that it is or at the option of the Company is liable to be redeemed.

6. The Company may pay to any person a commission consideration of his subscribing or agreeing to subscribe, whether absolutely or conditionally or procuring or agreeing to produce subscriptions, whether absolute or conditionally, for any share in the Company; **PROVIDED THAT** such commission shall not exceed five percent of the price at which such shares are issued, or an amount equivalent to such percentage and the requirement of Section 56 of the Companies Act shall be observed.

## TRANSFER OF SHARES

7. (i) Subject to the provisions hereinafter contained shares in the Company shall be transferable by written instrument in the common form hereunder provided and which shall be signed by both the transferor and the transferee, and the transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members in respect thereof.
- (ii) Shares shall be transferred in the following form or in any usual or common form which the Directors shall approve.
- “I, \_\_\_\_\_ of \_\_\_\_\_ in consideration of the sum of Tshs. \_\_\_\_\_ paid to me by C.E. of \_\_\_\_\_ (hereinafter called “the said transferee”) DO

HEREBY transfer to said transferee the share (**or shares**) numbered \_\_\_\_\_ in the undertaking called \_\_\_\_\_ to hold onto the said transferee, subject to the several conditions on which I hold the same, and I the said transferee, DO HEREBY agree to take the said share (**or shares**) subject to the conditions aforesaid.

As witness our hands this \_\_\_\_\_ days of \_\_\_\_\_ 20

8. The Company may from time to time by ordinary resolution increase the share capital by suchsum, to be divide into shares of such amount, as the resolution shall prescribe.
9. The new shares shall be subject to the same provisions with reference to the payment of calls, liens, transfer, transmission and forfeiture and otherwise as the shares in the original share capital.
10. The Company may be ordinary resolution;
  - (a) Consolidate and divide all or any of its share capital into shares of larger amount than its existing shares.
11. The Company may, by special resolution reduce its share capital in any manner and with landsubject to any incident authorized, and consent required by law.

#### **GENERAL MEETINGS**

12. A General Meeting shall be held once in every calendar year (Not being more fifteen months after the holding of the preceding General Meeting) at such time and place as may be determined by the Directors in default of a General Meeting so held a General Meeting may be convened by any one member in the same manner as nearly as possible as that in which meetings are to be convened by the Directors.
13. All General Meeting other than Annual General Meeting shall be called Extra Ordinary General Meetings.
14. The Directors may, whenever they deem fit, convene an Extraordinary General Meeting and Extraordinary General Meeting shall also be convened on such requisition or in default may be convened by such requisitions as provided by Section 134 of the Act.

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

15. Every general meeting shall be called by twenty-one clear days' notice in writing the notice shall specify the time and placed of the meeting and the general nature of the business and in the case of an annual general meeting, shall specify the meeting as such; Provided that a meeting of the Company may be called by shorter notice if it is so agreed:-
  - (a) In the case of an annual general meeting, by all the members entitled to attend and votethereat and
  - (b) In the case of any other meeting by a majority in number of the members having a rightto attend and vote at the meeting, being a majority together holding not less than 95 percent in nominal value of the shares giving that right.
16. The accidental omission to give notice of a meeting to or the non-receipt of notice of meetingby any member shall not invalidate the proceedings at any meeting.

17. Subject to the provisions of the Act, a resolution in writing signed by all the members for the time being entitled to receive notice of and to attend and vote at general Meetings shall be as valid and effective as if the same had been passed at a General Meeting of a Company duly convened and held.

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

18. All business shall be deemed special that is transacted at an Extraordinary Meeting and all that is transacted at the Annual General Meeting with the exception of sanctioning a dividend the consideration of the accounts, balance sheets and the ordinary report of the Directors and Auditors the election of Directors and other officers in place of those retiring by rotation and the appointment and fixing of the remuneration of the Auditors.
19. No business shall be transacted at any General Meeting unless a quorum of members is present at the time when the meeting proceeds to business.
20. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting if convened upon the requisition of member shall be dissolved in any other case it shall stand adjourned to the same day in the next week at the same time and place and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the meeting shall be dissolved.
21. The Chairman, if any of the Board of Directors shall preside as Chairman at every general Meeting of the Company.
22. If there is no such Chairman or if at any meeting he is not present within fifteen minutes after the time appointed for holding the meeting the remaining Directors (Or alternate Directors as the case may be) shall choose one of their number to be Chairman of the meeting.
23. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for ten days or more notice of the adjourned meeting shall be given as in the case of an original meeting, save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

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

24. (a) Unless and until the Company in General Meeting shall otherwise determine the number of Directors shall not be less than two nor more than seven.
- (b) The first Directors of the Company shall be;
- 1: CHRISTOPHER HERMAN MWAGENI**  
**2: KENEDY JOSEPH MKENDA**
25. (a) The remuneration of Directors shall from time to time be determined by the Company in General Meeting.

- (b) In addition to their usual remuneration, the Directors shall also paid such traveling, hotel and other expenses incurred in connection with their attendance at meetings of Directors.
26. (a) Each Directory may nominate in writing to the Secretary of the Company a Person approved by his absence or if he is unable to act as such Director himself.
- (b) On such appointment being made, the Alternate Director shall, except as regards remuneration, be subject to all respects to the terms and conditions existing with reference to the other Directors and each alternate Director whilst acting in the place of an absent Director, shall enjoy all the rights of and exercise and discharge all the duties of the Director he represents.

#### **BORROWING POWER**

27. The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge its undertaking property and uncalled capital or any part thereof and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third part.

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

28. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in a setting up and registering the Company and may exercise all such powers of the Company as are not, by the Act or by these Articles required to be exercised by the Company in general meeting, subject nevertheless to any regulations of these articles to provisions of the Act and to such regulations being consistent with the aforesaid regulation or provisions as maybe prescribed by the Company in general meeting but no regulation made by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that regulation had not been made.
29. The Board of Directors may from time to time entrust to and confer upon the Managing Director or Manager all or any of the powers of the Directors (except the power to make calls, forfeit shares or issue debentures) as they may see fit but the exercise of all powers by the Managing Directors may from time to time make and impose and the said power may at any time be withdrawn revoked or varied.
30. The Board of Directors shall cause minutes to be made in books provided for the purpose to record.
- (a) The names of the Directors present at each meeting of the Directors and of any committee of the Directors and every such Director presents at any meeting of Director or Committee of Directors shall sign against his name in a book to be kept for that purpose.
  - (b) All resolutions and proceedings at all meetings of the Company and of the Directors and of Committees of Directors.
  - (c) All appointments of Officers made by the Directors.

### **SECRETARY**

- 31.** The Secretary shall be appointed by the Directors for such term at such remuneration and upon such conditions as they may see fit and they may remove any Secretary so appointed.
- 32.** No person shall be appointed or hold office as a Secretary who is.
- (a) The Sole Director of the Company OR
  - (b) A Corporation the sole Director of which is the sole Director of the Company
  - (c) The Sole Director of a Corporation which is the Sole Director of the Company.
- 33.** A provision of the Act or these regulation requiring or authorizing a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as or in place of the Secretary.

### **THE SEAL**

- 34.** The Directors shall provide for the safe Custody of the Seal of the Company and the Seal shall only be used by the authority of the Directors or of a committee of the Directors authorized by the Directors in that behalf and every instruments to which the Seal shall be affixed shall be signed by a Director and countersigned by the Secretary or a second Directors or by some other person appointed by the Directors for the purpose.

### **WINDING-UP**



- 35.** If the Company shall be wound up the liquidator may with the sanction of an extraordinary resolution of the Company divide amongst the members in specie or kind the whole or any part of the assets of the Company and may for such purpose set such value as he may deem fair upon any property to be divided as aforesaid and may determine how much division shall be carried out as between the members or different classes of members. The liquidator may with the like sanction vest the whole or any part of such assets in trustees upon such trusts for the benefit of the contributories as the liquidator with the like sanction shall see fit but so that no member shall be compelled to accept any shares or other securities whereon there is any liability.

### **INDEMNITY**

- 36.** Every Director or other Officer of the Company shall be entitled to the indemnified out of the assets of the Company against all costs, charges loses expenses and liabilities which he may sustain or incur in or during the execution of the duties of his office or otherwise in relation thereto including any liability incurred by him in defending any proceedings whether civil or criminal in which judgment is given in his favor or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court and no Director or other Officer shall be liable for any loss damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his Office or in relation thereto.

**NOW THEREFORE WE**, the several persons whose names and addresses are hereafter described are desirous of being formed into a Company in pursuance of this Article of

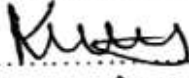
Association and have respectively agreed to take the number of shares in the Capital of the Company as set out opposite to our respective names.

Names, Addresses, and Description of Subscribers	Number of shares taken by each Subscriber	Signature
CHRISTOPHER HERMAN MWANGENI P.O BOX 12744 DAR ES SALAAM	500	
KENEDY JOSEPH MKENDA P.O BOX 12744 DAR ES SALAAM	500	

Dated at Dar es Salaam on this 7<sup>th</sup> day August 2021

WITNESS to the above signatures:

Name: Kaizer Msosa

Signature: 

Address: Box 18085 Dar es Salaam

Qualification: Advocate

