



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 924278281244398

Received from : SHISHIRA PHARMACY

Amount : 200,000.00

Amount in Words : Two Hundred Thousand TZS And Zero Cent(s) Only

Outstanding Balance : 0.00

In respect of Item Description(s) Item Amount

: 142202540104 - Application for

200,000.00

change of name/ ownership -

CHANGE

Total Billed Amount : 200,000.00 (TZS)

Bill Reference : 16207278245817883960

Payment Control Number : 991620277709

Payment Date : 2024-10-04 08:08:34

Issued by : Zena Mango

Date Issued : 2024-10-04 08:11:30

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)

Control number for change of name for pharmacy - 100,000/24
Control number for change of ownership for pharmacy - 100,000/24
04/10/2024

PCF.14

PHARMACY COUNCIL



APPLICATION FOR ALTERATION
(Under Section 35 (1) of Pharmacy Act, 2011)

Registrar,
Pharmacy Council,
P.O. Box 1277,
Dodoma.

APPLICATION FOR CHANGE OF:

- 1. PREMISES LOCATION ☐
- 2. BUSINESS NAME ☒
- 3. BUSINESS OWNERSHIP ☒

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: SHISHIRAM (P) LIMITED
TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐
PHYSICAL ADDRESS: Plot No. 35 Street: Karakoo Mwakani Ward: Karakoo Region: Dar es Salaam Contact No. 0686-088050

OWNERSHIP: Directors (Names): 1. ~~Abdullah Mushi~~ 2. ~~Abdullah Mushi~~ 3. ~~Abdullah Mushi~~
Qualification: 1. ~~Abdullah Mushi~~ 2. ~~Abdullah Mushi~~ 3. ~~Abdullah Mushi~~
Full Name: Bonface Seleke Kizungu PIN: 0103010
Residential Address: Kimara
Contract commencement date: 01st July 2004
Cessation date: 01st July 2005
Email: mzungubonphace@gmail.com

SECTION B: PROPOSED CHANGES:
NAME OF THE NEW PREMISES: Granddip Pharmacy
TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐
PHYSICAL ADDRESS: Plot No. 35 Street: Karakoo Mwakani Ward: Karakoo Region: Dar es Salaam Contact No. 0686-088050

Full Name: Bonface Seleke Kizungu PIN: 0103010
Residential Address: Kimara
Contract commencement date: 01st July 2004
Cessation date: 01st July 2005
Email: mzungubonphace@gmail.com

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. Yasir Sherry Director
2. Ali Youssef Director
3. Mohamed Azab Director

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: Bonifacio Nanyungu PIN: 0103010
 Residential Address: Kimara Tel: 0755314695 Email: Nanyungu.bonifacio@gmail.com
 Contract commencement date: 01st August 2024 Cessation date: 01st August 2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. Commercial agreement

SECTION D: APPLICANT INFORMATION

Name of Applicant: Yasir Sherry
 Address: Kimara Tel: 0755314695 Email: Nanyungu.bonifacio@gmail.com
 Signature of Applicant: [Signature] Date: 5th Aug 2024

SECTION E: APPLICANT DECLARATION

I hereby declare to the best of my sanity that the information provided is valid and there are mutual agreements of terms between parties.

SECTION F: REQUIRED ATTACHMENT

Please attach the following documents depending on your proposed changes:

1. TAX CLEARANCE CERTIFICATE
2. Copy of lease agreement or title deed
3. Memorandum of Understanding
4. Certificate of registration from BRELA
5. Copy of Director(s) ID
6. Original Premises Registration Certificate (For Alteration No. 1 or 2)

CONTRACT OF LEASE

(Under Section 64)

I, ABDULLATIF JUMA SULEIMAN of P.O BOX 15565, Dar es Salaam (hereinafter called "the Lessor") of the one part HEREBY AGREE to lease part of the right of occupancy located at

Plot No.35

Kariakoo

Livingstone, Narung'ombe street

Dar es Salaam.

the registered under the above reference to Grinita life limited of P.O Box 80512, Dar es Salaam (hereinafter called "the Lessee") of the other part.

THIS AGREEMENT WITNESS as follows:

1. Duration /Type of Lease: For Two years from First (01st) August 2024 to Thirtieth (31st) July 2026.

3. Purpose of Lease: Commercial Only

4. Rent: 1,800,000/= Tsh per month inclusive of all governmental taxes.

5. Date of delivery of possession of the demised land to the Lessee: on execution of lease.

6. Covenants by the Lessee:

6.1 To pay the rent reserved on the day and in the manner aforesaid.

6.2 To pay all charges for electricity, water, telephones, internet, cable TV & Radio Communication and any other charges relevant for the lease period.

6.3 To maintain the demised premises at all times in a fit and tenable repair and to maintain fixtures, doors, windows, locks, sanitary, water apparatus, electric wiring etc. in good condition.



6.4 The lessee shall be responsible for the goods in the demised premises and Lessor shall have no responsibility in case of any theft.

6.5 Not to keep or permit to keep 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 law 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.

6.6 To use the demised premises for commercial use only and to keep the fixtures and fittings fixed by lessee even after the end of agreement of the lease ends.

6.7 Not to assign, sublet or otherwise dispose of the leased property or any part thereof without the written consent of the Lessor.

6.8 To abide by all trading regulations and pay all taxes which includes Withholding tax from the rent money and stamp duty after receiving the lease agreement from the Lessor.

6.9 To abide by the regulations governing Commercial especially with regards to City regulations in respect of garbage and refuse.

6.10 Not to erect any other building structures or make any alteration to the make alteration or repair to the demised premises without approval of the Lessor.

6.11 To permit the Lessor and his agents at all reasonable times to enter and examine the state of repairs of the premises, and in case of rent default right of entry is given to the Lessor. In case of any damage occurring during the removal of goods from the premises the Lessor will not be responsible.

6.12 Not to store, bring upon the demised premises or building any articles of combustible, inflammable of dangerous nature and to comply with all recommendation of fire authorities as to fire precautions relating to the demised premises or building, except in line with the agreement with the Lessor.

6.13 Not to do or suffer on the demised premises or any part of the building any act, matter or thing whatsoever which may be or tend or annoy, damage, disturb the occupiers of any adjoining or neighboring premises.

7. Covenants by the Lessor.

IT IS HEREBY AGREED AND DECLARED by and between the Lessor and Lessee that:-

7.1 That the Lessee paying the rents hereby reserved and performing and observing the several covenants and stipulation herein on his part contained shall peacefully hold and enjoy the demised premises during the terms created without unlawful intervention by the Lessor or any person or persons rightfully claiming under or in trust for the Lessor.



7.2 During the continuance of the said term to keep and maintain the demised premises in state of good structural repair and in a condition suitable for human habitation (proper state of repair) and on receipt of notice from Lessee remedy and faults and the demised premises to be given proper use provided that such faults are not attributable to neglect on the part of the Lessee, his agents or employees.

7.3 It is also agreed that all unmovable fixtures and fittings done by the lessee during his time in the premises shall be left as it is at the time of termination of lease.

7.4 That the lessor assures that the premises is not the subject matter of any CIVIL SUIT or dispute or third-party claim and is free from any encumbrance.

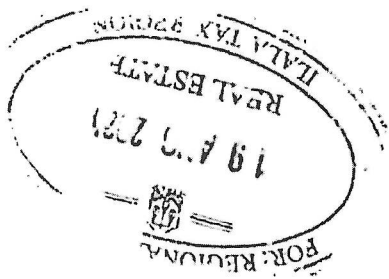
7.5 The Lessor shall not be liable for any damage to any belongings or injury or life of the lessee and/or the occupants of the demised premises.

7.6 This agreement shall be governed by and interpreted in accordance with the laws of the Republic of Tanzania.

7.7 Both the Lessor and Lessee are free to terminate voluntarily this agreement on serving three months' notice

8. Option: By mutual agreement either to renew or vacate after expiry of lease.

9. Notice: each party to give 90 days' Notice either to renew or to vacate. Any rental amount paid will be non-refundable.



Dated this 1st of August 2024.

SEALED with the COMMON SEAL of the (Lessor)

said
and DELIVERED in the presence of us
at Dar es Salaam this 1st day of Aug 2024

Name: Abdullah J. S. S. S. S.

Signature: [Signature]

Address: P.O. Box 15565 Dar

Qualification: Lawyer

SEALED with the COMMON SEAL of the (Lessee)

said
and DELIVERED in the presence of us
at Dar es Salaam this 1st day of Aug 2024

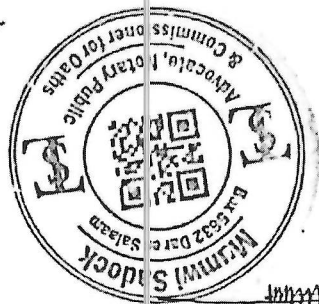
Name: YASSIR S. S. S. S.

Signature: [Signature]

Address: 80512

Qualification: Director

BEFORE ME



TIN: 60718071

SEAL

SEAL



PRINC ASST. REGISTRAR OF COMPANIES

[Handwritten signature]

GIVEN under my hand at Dar es Salaam this 9th day of JUNE
TWO THOUSAND AND TWENTY THREE.

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

GRINTALIFE LIMITED

I HEREBY CERTIFY THAT

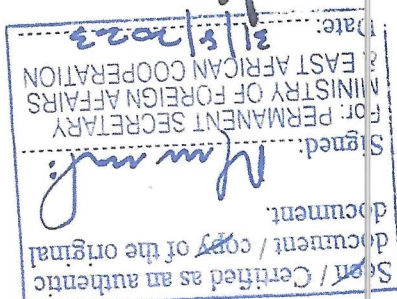
No: 166197201

Section 15

Certificate of Incorporation of a Company



TANZANIA



GIVEN under my hand at Dar es Salaam this 9th day of JUNE
TWO THOUSAND AND TWENTY THREE.

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

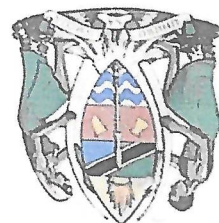
GRINTALIFE LIMITED

I HEREBY CERTIFY THAT

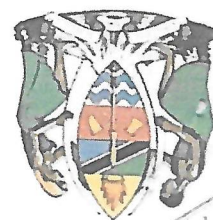
No: 166197201

Section 15

Certificate of Incorporation of a Company



TANZANIA



TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

Register of Companies Detailed information

Signed: <i>[Signature]</i>	Information date and time: 30/08/2023-12:30:51
document / copy of the original	Registration date and time: 09/06/2023-07:00:43
document	31/8/2023
	2 EAST AFRICAN COOPERATION

1. Status: Registered
2. Incorporation number: 16619720

3. Company: Gratalite Limited
4. Company type: Private company Limited by shares

5. Registered office: Region Dar Es Salaam, District Ilala, Ward Vingunguti, Postal code 1210, Street AFED Business Park, Road Julius Nyerere, Plot number 11, Block number -, House number 1st Floor

6. Contacts: Email: Hachia.Mgaya@elydeco.co.tz, Mob no/Tel no: 253757923247, P.O.Box 80512

7. Business activity: 5210 - Warehousing and storage, Main activity
4772 - Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores
4649 - Wholesale of other household goods
6311 - Data processing, hosting and related activities
7490 - Other professional, scientific and technical activities n.e.c.

8. Directors / Directors in the country of origin: Mohamed / Ahmed Kamel Azab, Egyptian
YASSIR ALI SHERIFF, Tanzanian
Ali Mohamed Youssef Ezzeldin, Egyptian
Nour Farouk Hussein Elebati, Egyptian
Abdelrahman Ali Mohamed Ali, Egyptian

9. Company secretary / Company secretary in the country of origin: 20100 TZS

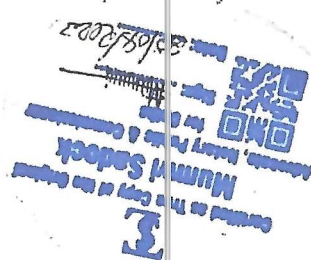
10. Authorized share capital: Class Ordinary: 201 shares, 100 TZS/share, 20100 TZS

11. Class of shares: Class Ordinary 200 shares taken

12. Shareholders: YASSIR AL SHERIFF Class Ordinary 1 shares taken

Information ordered by: NISHAT ALI

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) for an up-to-date information regarding given Company.



TAX CLEARANCE CERTIFICATE

ISO 9001: 2015 CERTIFIED

TANZANIA REVENUE AUTHORITY



(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2016)

Tax Certificate Number: **271-0217-1037**

Issuing Office: Pwani

Telephone: 023 2402117

Date of issue: 01 October 2024

Expiry Date: 31 December 2024

Licensing Authority: TIN : 101-186-555
HALMASHAURI YA MANISPAA YA KINONDONI
MWANANYAMALA MWINJUMA ROAD
31902
DAR ES SALAAM

Taxpayer Name	
SHISHIRA (T) LIMITED	
Trading Name	
Taxpayer Identification Number	152-610-327
Company Registration Number	
Business Premises located at:	
REGION : PWANI, DISTRICT : KIBAHA, STREET : MALIMOJA	

This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1	Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores
2	Other human health activities



Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
01 October 2024

Disclaimer :

1. This certificate is issued free of charge
2. This certificate should be tendered in its original form and it is valid only if it is embossed with QR Code
3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

PHARMACY COUNCIL



PREMISES REGISTRATION CERTIFICATE

Made under Section 34 (1) of the Pharmacy Act Cap.311

FIN: 0102311

This is to certify that the premises owned by M/S Shishira Pharmacy of P.O.Box 258, Dar es Salaam located at Plot No 35, Livingstone Street, Kariakoo, Ilala Municipality/District in Dar es Salaam Region has been registered for Retail Only to sell pharmaceutical and related products with Facility Identification Number (FIN) 0102311

Issued in: October 2022

Expires on: 30 June 2027

DATE:

19-11-2022

CONDITIONS

1. The premises and the manner in which the business is conducted must conform to the category of pharmacist business registered
2. This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed premises
3. Any changes such as ownership, superintendent pharmacist, business name, physical address and location of the registered premises shall be approved by the Pharmacy Council
4. This certificate is non transferable to other premises or to any other person
5. Both certificate and business permit shall be displayed conspicuously in the registered premises



Registrar
Pharmacy Council
P. O. Box 1277
Dodoma

SIGNATURE OF REGISTRAR
AND STAMP

THE COMPANIES ACT (ACT NO. 12 OF 2002)

COMPANY LIMITED BY SHARES

MEMORANDUM

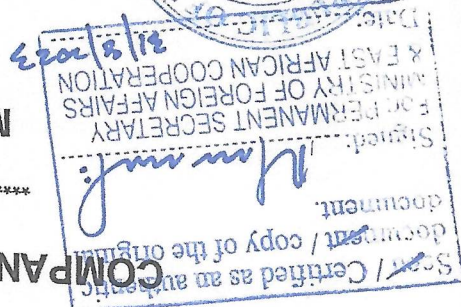
AND

ARTICLES OF ASSOCIATION

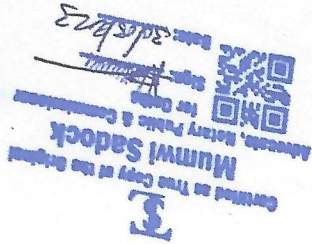
OF

GRINTALIFE LIMITED

Incorporated this day of 2023



DRAWN BY:
CLYDE & CO TANZANIA
11TH FLOOR GOLDEN JUBILEE TOWERS
OHIO STREET
P.O. BOX 80512
DAR ES SALAAM
TANZANIA



THE COMPANIES ACT 2002

PRIVATE COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

GRINTALIFE LIMITED

 Certified as True Copy of the Original
Mumwili Sadock
Advocate, Notary Public & Commissioner
for Oaths
Sign: Mumwili Sadock
Date: 24/05/2025

THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

Memorandum of Association

Grintalife Limited

The name of the Company is Grintalife Limited.

The registered office of the Company is to be situated in the United Republic of Tanzania.

3

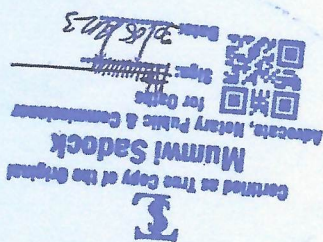
The purpose for which the Company is established is the transaction of any and all lawful business for which companies may be incorporated in the United Republic of Tanzania and the Company shall have powers, and the objects for which the Company is established shall include the powers, (without limitation):

- 3.1 to carry on the business of managing and operating medical warehouses;
- 3.2 to carry on the business of selling and distributing pharmaceutical products through direct sales or through an online platform;
- 3.3 to carry on the business of general trade and distribution;
- 3.4 to carry on business as a general commercial company; and, without limitation to the generality of the foregoing:
- 3.5 to enter into any arrangements and contracts with any Government or authorities supreme, municipal, local or otherwise or any corporations, companies or persons (including quasi-governmental bodies and bodies owned by any government) and to obtain from any such Government, authority, corporation, company or persons any contracts, decrees, rights, privileges and concessions;

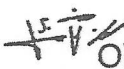
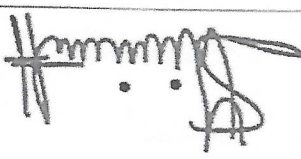
3.6 to buy, own, hold, subdivide, lease, sell, rent, prepare building sites, construct, reconstruct, alter, improve, decorate, furnish, operate, maintain, reclaim or otherwise deal with and/or develop land and buildings and security of land or houses or erection and whether on first mortgage or charge or subject to a prior mortgage or mortgages or charge or charges, and to develop land and buildings as may seem expedient but without prejudice to the generality of the foregoing;

3.7 to improve, manage, develop, exchange mortgage, let or rent or in consideration of share of profits, either in money or kind otherwise grant license, easements and other rights of and over and in any manner dispose of the property and rights of the Company;

3.8 to carry on the business of an investment company and for that purpose to acquire (by original subscription, contract, tender, purchase or exchange



WE, the persons whose names and addresses are subscribed, desire to be 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 and Addresses of Subscribers		Number of shares (Ordinary shares of TZS 100 Each)	Signatures
Name: Grinta Inc. Address: 121 Terrace Road, Levittown, PA 19056, United States of America		200	Name: Mohamed Azab Position: CEO Signature: 
Name: Yassir Ali Sheriff Address: Plot no 401/77B, Mali Zanaki Street, Ilala, Dar es Salaam, Tanzania		1	Name: Ali Youssef Position: Vice-president Signature: 
TOTAL		201	Stamp/Seal 

Dated at DAR ES SALAAM this 8 day of MAY, 2023.

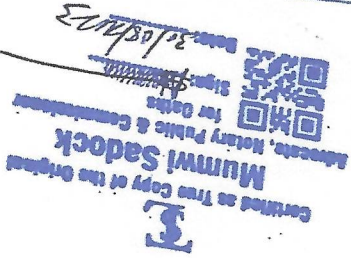
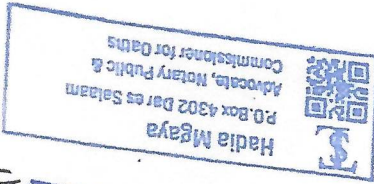
Witness to the above signatures:

Signature: 

Name: HADIA MGAYA

Address: P.O. Box 4302, DAR ES SALAAM

Qualification: Advocate / Notary Public / Commissioner for Oaths





THE COMPANIES ACT 2002

COMPANY LIMITED BY SHARES

Articles of Association
of

Grintalife Limited


Certified as True Copy of the Original
Mumwili Sadock
Advocate, Notary Public & Commissioner
for Oaths
Date: 30/12/2023
Signature: 

PRELIMINARY

1 Table A

The Regulations contained in Table A shall not apply to the Company. The Articles set out below shall constitute the articles of association of the Company to the exclusion of any other regulations or articles of association.

2 Interpretation

2.1 In these Articles, the following words have the following meanings:

Act

the Companies Act (Act No. 12 of 2002) as amended from time to time;

Articles

these articles of association as amended from time to time;

Business Day

a day (other than a Saturday or Sunday) when banks in Dar es Salaam, Tanzania are open for business;

Company

Grintalife Limited;

Table A

Table A in the Schedule to the Act; and

TZS

Tanzanian Shillings.

2.2

References in these Articles to writing shall be construed as including references to any method of representing words in a legible and non-transitory form (including by email).

2.3

Words denoting the singular shall include the plural and vice versa. Words denoting the masculine shall include the feminine. Words denoting persons shall include bodies corporate and unincorporated associations.

2.4

Headings in these Articles are for convenience only and shall not affect the interpretation hereof.

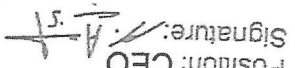
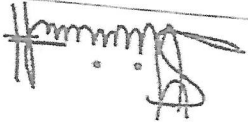
2.5

Any conflict between this Memorandum of Association and the Shareholders' Agreement, the Shareholders' Agreement shall supersede/take precedence.

3

Liability of Members

WE, the persons whose names and addresses are subscribed, desire to be formed into a company, in pursuance of these Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names:

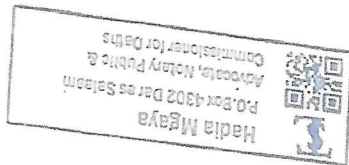
Names and Addresses of Subscribers		Number of shares (Ordinary shares of TZS 100 Each)	Signatures
Name: Grinta Inc. Address: 121 Terrace Road, Levittown, PA 19053, United States of America	Name: Mohamed Azab Position: CEO Signature: 	200	Name: Ali Youssef Position: Vice-President Signature: 
Name: Yassir Ali Sheriff Address: Plot no 401/77B, Mall Zanaki Street, Ilala, Dar es Salaam, Tanzania	Name: Hadia Mgaya Position: Notary Public & Commissioner for Oaths Signature: 	1	Stamp/Seal
TOTAL		201	

Dated at DAR ES SALAAM this 15 day of MAY 2023.

Witness to the above signatures:
Signature: 
Name: HADIA MGAYA

Address: P.O. BOX 4302, DAR ES SALAAM

Qualification: Advocate / Notary Public / Commissioner for Oaths



WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO

BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA
KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 4 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☒ MFAMASIA ☐ FUNDI DAWA SANIFU ☐ FUNDI DAWA MSAIDIZI ☐ PHARM. DISP

1. Jina la mwanataaluma: Bongase Nyungu PIN: 0103010

2. Namba ya simu: 0755 314 695 barua pepe: nyunguabon.ph@egmail.com

3. Tarehe ya mwisho kuhisha jina (Retention):

4. Je, umehusha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>) ☐ NDIYO, Stakabadi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi: Bongase Selie Nyungu mwenye

taaluma ya dawa ngazi ya Mjambaa nakiri kwamba nitafanya

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliwalio

GAJIA PHARMACY FIN 0102311 lililopo katika

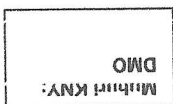
Wilaya ya ILALA Mikoa: DAR-ES-SALAAM

Sahih: Bongase Tarehe:

Uthibitisho wa Mamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/si miongoni mwa

wanataaluma waliopo katika halmashauri ninayosimamia



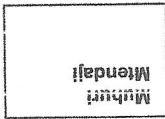
Jina na Sahih: Tarehe:

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

lthibitishwe na: Afisa Mtendaji

Sahih! Afisamtendaji

Tarehe



WIZARA YA AFYA, MAENDELEO YA JAMII, JINSIA, WAZEE NA WATOTO

BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA
KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kitungu No. 44 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☐ MFAMASIA ☒ FUNDI DAWA SANITU ☐ FUNDI DAWA MSAIDIZI ☐ PHARM. DISP

1. Jina la mwanataaluma..... PIN 0404696

2. Namba ya simu..... barua pepe justin.pascall@gmail.com

3. Tarehe ya mwisho kuhisha jina (Retention).....

4. Je, umehuisa taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?

(http://196.45.42.57/pcmts.data/view/modules/registration/pharmacist-signup.php)

☐ NDIYO, Stakabadhi Na..... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi..... JUSTIN PASCALL

taaluma ya dawa ngazi ya..... Fundi Dawa Sanitu

kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liliwalo

..... kazi katika

Wilaya ya..... Mikani

Sahih. Dar es Salaam

Utibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni miongoni/si miongoni mwa

wanataaluma waliopo katika halmashauri ninayosimamia

Jina na Sahih. Tarehe.....

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

lthibitishwe na: Afisa Mtendaji

Jina la mtendaji (kata).....

Nathibitisha kwamba Ndugu.....

langu mtaa/kijiji.....

Sahih. Afisamtendaji

Tarehe

Mtendaji

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this

1st

day of

August

20 24

BETWEEN

(Name) of P.O. BOX 80512 Region Dae-el-salam
Yasir Sherif

(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business.

AND

JUSTINE PASCAL MTEU
enrolled Pharmaceutical Technician
(hereinafter referred to as the Pharmaceutical Technician).

WHEREAS the Proprietor operates a business of a pharmacist which is a regulated business under the Act.

WHEREAS in compliance with the Pharmacy "Pharmacy Practice" Regulation, 2012 the Proprietor wishes to engage the professional services of a Pharmaceutical Technician to his business,

WHEREAS the Pharmaceutical Technician is willing to offer professional services to the proprietor in lieu of remuneration for such services or such other terms and conditions as stipulated hereunder;

WHEREAS the proprietor and Pharmaceutical Technician are desirous to enter into an agreement, to support operation of a business of a pharmacist.

WHEREAS in the event that the superintendent pharmacist is part time available, the Pharmaceutical Technician shall be available at full time at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to operate a business of a pharmacist styled as
GRAND PHARMACY Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS:

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the Agreement between the parties to operate a business of Pharmacist.

"Business of pharmacy or pharmacist" includes professional pharmacy practice and any activity carried on by a person in relation to medicines, medical devices or herbal medicines;

"Pharmacy" means any approved premises wherein or from which any services pertaining to the practice of a pharmacist is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

"Proprietor" means an owner of Pharmacy and includes his assignees, agents or his legal representative.

"Superintendent" means a pharmacist in charge of the business of a pharmacist

"Pharmacist" means a person registered as such under section 16 of the Act.

"Pharmaceutical Technician" means a person enrolled as such under section 23 of the Act.

"Transfer of ownership" means any disposition of ownership of the facility subject of this agreement to a third party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

2. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 15th day of August 2024 to 15th day of August 2025

3. Commencement of Supervision

The Pharmaceutical Technician shall commence technical assistance of the above named Pharmacy on the 15th day of August 2024

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities: -

4.1.1 The PROPRIETOR shall pay Monthly salary/emoluments of TZS. 200,000/= PHARMACEUTICAL TECHNICIAN upon discharging his duties and functions as per this Agreement. At any event the salary shall not be paid in advance.

4.1.2 The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1st day of the following month.

4.1.3 Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.

4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.1.5 Hire other pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.

4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.7 Follow up and implement on matters advised by a Pharmaceutical Technician and approved by Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.8 Shall ensure pharmaceutical services are provided with due care.

4.1.9 Shall ensure all proper records are maintained and managed well.

4.1.10 Shall ensure the use of reference and other relevant materials whenever necessary for provision of pharmaceutical services and operations.

4.1.11. Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Pharmaceutical Technician.

4.1.11 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC logo, dispensing register, ledgers etc.

4.1.12 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.13 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.

4.1.14 Perform any other duty as the Council may determine from time to time.

4.2 The Pharmaceutical Technician;

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Pharmaceutical Technician shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently perform the duties according to their **scope of practice** to the said pharmacy, dealing in pharmaceuticals.

The Pharmaceutical Technician under personal supervision of a pharmacist shall have the following duties and obligations: -

4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.2.2 Shall ensure services are provided under his/ her physical supervision.

4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.

4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.

4.2.5 Shall provide pharmaceutical service with due care.

4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.

4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.

4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.

4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.

4.2.11 Shall ensure all certificates (Business permit, premise registration, copy of certificates of pharmaceutical personnel any other certificates from other are conspicuously displayed in the premises.

4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

4.2.13 Shall perform any other duty as the council may determine.

5. Termination

Unless otherwise terminated by either party, this Agreement shall be terminated upon expiry of the contract.

This agreement may be terminated by mutual agreement between both parties and or any party upon issuing a written notice of three (3) months to the other party of his intention to terminate this contract

The written notice shall be addressed to the other part and copy shall be submitted to the Registrar, Pharmacy Council for notification.

Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

6. Dispute Settlement

6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.

6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.3 Nothing in clause 6 (6.1 and (6.2) shall prevent the Proprietor or Pharmaceutical Technician from initiating or proceeding to The Commission for the Mediation and Arbitration (CMA).

7. Costs

The Proprietor shall meet the cost of drawing up this Agreement.

8. The laws of Tanzania here to shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

9. The Pharmacy Council will accept additional clauses but this Agreement is a generic contract for guidance only.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this

10th day of Sept 20 24

SIGNED and DELIVERED

By the said.....
Who is known to me personally/
Introduced to me by

This..... day of.....
the latter known to me personally

In the presence of:
Name: Ngazi Ngazi
Designation: Proprietor
Signature: [Signature]
Date: 10th Sept 20 24



PROPRIETOR

[Signature]

SIGNED and DELIVERED

By the said.....
Who is known to me personally/
Introduced to me by

This..... day of.....
the latter known to me personally

In the presence of:
Name: Ngazi Ngazi
Designation: Pharmaceutical Technician
Signature: [Signature]
Date: 10th Sept 20 24

PHARMACEUTICAL
TECHNICIAN

[Signature]



AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this

24th

day of

August 20 24

BETWEEN

Yasir Sheriff (Name) of P.O. BOX 80512 Region Dar es Salaam

(hereinafter referred to as the PROPRIETOR, the expression which includes his assignees, agents or his legal representative of his business.

AND

Bongace Selice Mzungu
a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT).

WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act

WHEREAS in compliance with section 43 of the Act the Proprietor wishes to engage the professional services of a pharmacist to be in charge of his business,

WHEREAS the Superintendent is willing to offer professional services to the proprietor in lieu of remuneration for such services or such other terms and conditions as stipulated hereunder;

WHEREAS the proprietor and superintendent are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the Agreement between the parties to establish and operate a business of Pharmacist.

"Business of pharmacy or pharmacist" includes professional pharmacy practice and any activity carried on by a person in relation to medicines, medical devices or herbal medicines;

"Pharmacy" means any approved premises wherein or from which any services pertaining to the practice of a pharmacist is provided, and shall include a community Pharmacy, consultant Pharmacy, institutional Pharmacy or wholesale Pharmacy.

"Proprietor" means an owner of Pharmacy and includes his assignees, agents or his legal representative.

"Superintendent" means a pharmacist in charge of the business of a pharmacist

"Pharmacist" means a person registered as such under section 16 of the Act.

"Transfer of ownership" means any disposition of ownership of the facility subject of this agreement to a third party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

2. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 1st day of August 2024 to 1st day of August 2025

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 1st day of August 2024

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities: -

4.1.1 The PROPRIETOR shall pay Monthly salary/ emoluments of TZS. 800,000 payable monthly to the SUPERINTENDENT upon discharging his duties and functions as per this Agreement.

4.1.2 The salary/ emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1st day of the following month.

4.1.3 Comply with the Laws, Regulations, Guidelines and standards prescribed by the Pharmacy Council and other relevant authorities.

4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.1.5 Hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council

4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.7 Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.8 Shall ensure pharmaceutical services are provided with due care.

4.1.9 Shall ensure all proper records are maintained and managed well.

4.1.10 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.

4.1.11 Shall cooperate with the Pharmacy Council on proper practice affairs whenever the need arise.

4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC logo, dispensing register, ledgers etc.

4.1.13 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.14 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.

4.1.15 Perform any other duty as the Council may determine from time to time.

4.2 The Superintendent;

At a salary or emolument stipulated in clause 4.1.1 of this Agreement, the Superintendent shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in pharmaceuticals.

The superintendent shall have the following duties and obligations: -

4.2.1 Shall obtain from the Pharmacy Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist.

4.2.2 Shall as much as possible ensure physical supervision of the said premises. Full time pharmacist is more preferable.

4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.

4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.

4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.

4.2.7 Shall provide pharmaceutical services with due care.

4.2.8 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.

4.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

4.2.10 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.

4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.

4.2.12 Shall ensure that all certificates (business permit, premises registration, copy of certificate of a Superintendent and any other certificates from other authorities are conspicuously displayed in the premises.

4.2.13 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.

4.2.14 Shall perform any other duty as the Council may determine.

5. Termination

Unless otherwise terminated by either party, this Agreement shall be terminated upon expiry of the contract.

This agreement may be terminated by mutual agreement between both parties and or any party upon issuing a written notice of One (1) month to the other party of his intention to terminate this contract and agreed payments will be done in that month.

The written notice shall be addressed to the other part and copy shall be submitted to the Registrar, Pharmacy Council for notification.

Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.

The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

6. Dispute Settlement

6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.

6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to The Commission for the Mediation and Arbitration (CMA).

7. Costs
The Proprietor shall meet the cost of drawing up this Agreement.

8. The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.

IN WITNESS WHEREOF the parties hereto have duly signed and sealed this presents on the date and in the manner herein after appearing.

Signed and delivered by the parties at this

24th day of SEPT 20 24

SIGNED and DELIVERED

By the said

Introduced to me by

the latter known to me personally

This 18th day of SEPT 20 24

In the presence of:

Name: Baraka Masoo

Designation: Advocate

Signature: [Signature]

Date: 18/9/2024

SIGNED and DELIVERED

By the said

Introduced to me by

the latter known to me personally

This 18th day of August 20 24

In the presence of:

Name: Baraka Masoo

Designation: Advocate

Signature: [Signature]

Date: 18/8/2024



PROPRIETOR

[Signature]

SUPERINTENDENT

[Signature]

