Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	**: 924052233955787**
Received from	: BINSINA 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 change of name/ ownership - CHANGE IN MGT	**200,000.00**	

Total Billed Amount : **200,000.00 (TZS)**

Bill Reference	: 16209044244343645102
Payment Control Number	***: 991620239972***
Payment Date	**: 2024-02-21 10:51:15**
Issued by	: Zena Mango
Date Issued	: 2024-02-22 12:13:30
Signature	: ....

PHARMACY COUNCIL

9916202399 72

Alipie 200 000
Alteration of name
Ownership

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: BINSINA PHARMACY LTD FIN 0200127

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☑ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. 14HN29 Street: NYAMWEZI, BLOCK 27 Ward NYAMWEZI

District/Municipal GEREZANI, MANICIPALITY Region: DAR ES SALAAM

POSTAL ADDRESS: .... Contact. No. 0786196482

E-mail: ....

OWNERSHIP:

Directors (Names): 1. AMINA MICKDAM MN GODO Qualification: ....
2. .... Qualification: ....
3. .... Qualification: ....

SUPERINTENDANT INFORMATION:

Full Name: .... PIN: ....

Residential Address: .... Tel: .... Email: ....

Contract commencement date: .... Cessation date ....

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: CASTE PHARMACY COMPANY.

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☑ Warehouse ☐

PHYSICAL ADDRESS:

Plot No. 14HN29 Street NYAMWEZI, BLOCK 27 Ward NYAMWEZI

District/Municipal GEREZANI, MANICIPALITY Region DAR ES SALAAM

POSTAL ADDRESS: 70812. CONTACT. No. 0719 053 009

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. YASINTHA SYLIVANUS .... Qualification: PEDIATRICIAN.
2. LUGIRA .... Qualification: ....
3. .... Qualification: ....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: EVANS MARSHALL MAGARE PIN: 0102752

Residential Address: GONGO LA MBOTO-DSM Tel: 0715033026 Email: evansmaggare2002@yahoo.com

Contract commencement date: 01/02/2024 .... Cessation date 01/02/2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. PREVIOUS owner moved to Dodoma, and, I purched from her as a new owner.
2. PREVIOUS SUPERINTENDANT WANTED TO USE HIS CERTIFICATE OF REGISTRATION.

SECTION D: APPLICANT INFORMATION

Name of Applicant: YASINTHA SYLIVANUS LUGIRA.

(Contact/email if different from the above)

Address: 70812. Tel: 0719053009 E-mail: yslugira@gmail.com.

Signature of Applicant .... Date 18/01/2024

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.

Signature of Applicant .... Date 18/01/2024.

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)

MKATABA WA MAUZO YA PHARMACY
ILALA
MKOA WA DAR ES SALAAM

Mkataba huu umefanyika hapa Kisarawe leo tarehe 14 mwezi 12 mwaka 2023

KATI YA

M/S BINSINA PHARMACY LIMITED wa S.L.P 60000 Dar es salaam ambaye katika mkataba huu atajulikana kama "MUUZAJI" (neno linalomtambulisha yeye na yoyote mwenye kudai haki kwa chini ya mkataba huu) kwa upande mmoja

NA

YASINTHA SYLVANUS LUGIRA wa S.L.P Dar es Salaam, ambaye katika mkataba huu atajulikana kama "MNUNUZI" (neno linalomtambulisha yeye na yoyote mwenye kudai haki kwa chini ya mkataba huu) kwa upande mwingine.

KWA KUWA, Muuzaji ni mmiliki halali wa pharmacy na vitu vyote vilivyomo ndani yake ambavyo katika mkataba huu vitajulikana kwa pamoja kama "PHARMARCY".

NA KWA KUWA, Mnunuzi ana lengo la kununua pharmacy hiyo kwa masharti yatakayoainishwa katika mkataba huu. Hivyo pande mbili za mkataba huu zinakubaliana kufanya mauziano ya pharmacy hiyo kwa masharti yaliyobainishwa katika mkataba huu.

HIVYO BASI MKATABA HUU UNASHUHUDIA MAKUBALIANO YAFUATAYO;-

KWAMBA, Mmiliki ni mmiliki halali wa pharmacy na vitu vyote vilivyopo ndani yake kwenye eneo alilopanga lenye ukubwa wa kiwanja namba 4512 kilichopo Mtaa wa Gerezani Kariakoo. Wilaya ya ya Ilala Mkoa wa Dar es salaam.

1. **KWAMBA,** Muuzaji anauza pharmacy iliyopo kwenye eneo alilopangisha lenye ukubwa wa kiwanja namba 4512, kwa thamani ya Tsh Milioni Hamsini na Tatu Laki Saba na Hamsini Elfu na Mia Nne Themanini na Sita tu (53,750,486/=)

2. **KWAMBA,** Muuzaji atakabidhi nyaraka zote zinazohusu pharmacy pamoja na mali zote zilizopo ndani na kuthibitisha kwa mnunuzi kuwa pharmacy na eneo lililopo kwenye phamarcy hiyo haiko kwenye mgogoro na yeyote na endapo utatokea mgogogro wa aina yoyote unaoathiri haki za Mnunuzi kiumiliki, Muuzaji atawajibika chini ya Sheria juu ya suala hilo.
3. **KWAMBA,** Mnunuzi kafanya malipo kupitia benki ya N.M.B akaunti namba 40810080209.

4. **KWAMBA,** Mnunuzi atakuwa na haki zote za umiliki na uendelezaji wa pharmacy hiyo aliyonunua kuanzia tarehe ya malipo.

5. **KWAMBA,** Pharmacy inayouzwa ni mali ambayo haijawahi kuwekwa rehani pia haina deni lolote au mgogoro wowote wa kiumiliki ama mgawano na yeyote kabla ya tarehe ya mkataba huu.
6. **KWAMBA, Muuzaji sio miliki wa eneo la kiwanja kilichopo kwenye pharmacy hiyo bali ni mpangaji tu na sio vinginevyo, hivyo basi Mnunuzi atapaswa kufanya taratibu zote za upangishaji eneo hilo.**
7. **KWAMBA,** Iwapo mmoja kati yao (Mnunuzi au Muuzaji) atakiuka sharti lolote la mkataba huu au kuvunja sheria kwa namna yeyote kwa mujibu wa sheria kuhusiana na mkataba huu atawajibika kufidia usumbufu na gharama zote za upande urioathirika ikiwa ni pamoja na kufunguliwa mashitaka katika chombo chochote cha kisheria.
8. **KWAMBA,** Nyaraka alizokabidhiwa Mnunuzi zitasomwa pamoja na mkataba huu na zitakuwa sehemu ya Mkataba huu
9. **KWAMBA,** Mkataba huu utasimamiwa na kutafsiriwa kwa sheria za Jamuhuri ya Muungano wa Tanzania

KWA USHUHUDA Pande zote mbili zimeweka saini zao hapa chini siku ya tarehe 14 mwezi Disemba mwaka 2023.

MUUZAJI
SAINI:..
AMINA MICKDADI MNGODO
JINA: **M/S BINSINA PHARMACY LIMITED**

SHAHIDI WA MUUZAJI
SAINI:...
JINA: MR GIDEON

MNUNUZI
SAINI:..
JINA: **YASINTHA SYLVANUS LUGIRA**

SHAHIDI WA MNUNUZI
SAINI: ....
JINA:AGNESS EMANUEL

MBELE YA:
JINA: HALIMA .H. MWAMBUNGU
SAINI: ....
WADHIFA: WAKILI
MUHURI: ....

Halima Haji Mwambungu
Box 4452 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

THE COMPANIES ACT 2002

****

COMPANY LIMITED BY SHARES

****

MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

BINSINA PHARMACY LIMITED

Incorporated this *day of* ***2022***

DRAWN BY: -
BIHAWA ATHUMANI KATUNDU
(SUBSCRIBER)
P.O. BOX 65511
DAR ES SALAAM

own, operate, work, manage, maintain, repair, service and deal with and in road vehicles, aircraft and vessels of every supplies therefore and to conduct any such business within the country or any other state in Africa or Europe or Asia and or any other foreign country.

p) To carry on the business of canners and packers and preservers of meat and meat products, meat salesmen, breeders and dealers in live-stock, farmers, manufacturers of and dealers in cheese, butter, cooked meat and sausages, dairyman dealers and merchants, bacon curers, factors and merchants, cheese monger, fish moners, poulters and general provision merchants.

q) To sell, buy, breed, import, export, improve, prepare for market, deal and trade in cattle, poultry, gane live and dead stock and carcases of every description, milk and milk products, eggs, meat-pies and other types of pies, sausages, cooked meat, drawn, potted and tinned meat and table delicacies of every kind, fish and fish by products, vegetable and other farm produce and any other commodities, goods or things, both wholesale and retail.

r) To carry on the business of importers exporters and dealers in live animals and poultry and other farm produce to be used for the supply of meat or food and to deal generally in such animals and poultry and farm produce whether or not the same are imported or to be exported and by way of wholesale and retail.

s) To carry on the business of dealers in the exporters and importers of meat, meat products and similar foodstuffs and whether carcase meat or in tins or other containers and to buy and sell and generally deal in the same by wholesale or retail and generally to carry on the trade of buyers, sellers and dealers in meat and poultry and similar commodities in all branches of such businesses.

t) To deal in fats, hides, offal and all other by-products of all or any of the above businesses and to carry on the business of tanning, fell-monering, cattle rearers and sheep breeders and poultry farmers and preserved meat manufacturers.

u) To purchase and sell livestock, poultry and agricultural and animal produce of all kinds, both wholesale and retail.

v) To engage in training, research and consulting services in life skills, business, education, trade, agriculture and economics.

w) To carry on the business of farming in large and small scale. To promote and improve small scale farmers, to educate them on good farming practices so that they get good harvest and improve their life standards.

x) To carry on the business and act as managers of investments and investment company, commission agents, real estate, property managers, developers, valuers, decorators, engineers and to generally be able to carry out activities of any description with regards to land, property and real estate, investment in any type of property, buildings, lands,

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF

BINSINA PHARMACY LIMITED

1. The name of the company is "**BINSINA PHARMACY LIMITED**"

2. The Registered office of the Company will be situated in Tanzania mainland.

3. The objects for which the Company is established are:-

a) To carry on the business of pharmaceutical, own and run pharmacy shops, chemists, to be dispensing chemists, to run and own drug and other hospital equipment manufacturing plants or industries, to manufacture and supply laboratory equipments and surgical equipments.

b) To carry on the business of sale, manufacture for sale, import, export and distribution of pharmaceuticals, part I poisons, medical supplies ,drugs, herbal drugs, cosmetics, medical devices and for human consumption or use

c) To carry on the business of retail and wholesale pharmacies, manufacture for sale, import, export and distribution of laboratory chemical reagents, reference materials, microbiology growth media (culture media) and laboratory equipments

d) To carry on the business of sale, manufacture for sale, import, export and distribution of active pharmaceutical ingredients (API's), drug adjuvant (excipients), packaging materials, drug delivery systems and systemic diagnostics agents.

e) To carry on preventive, curative and rehabilitative Health Care Services Delivery to the community

f) To carry on the business of sale, manufacture for sale, import, export , distribution of in-vitro diagnostics (IVDs) for medical and public health laboratories, especially Point of Care (POC) diagnostics for various communicable (infectious) and non-communicable diseases (NCDs) of national and international public health importance

g) To engage in and carry on the importation, manufacture, labelling, marking or identification, storages promotion, sell and distribution of food, drugs, cosmetics, herbal drugs and medical devices or any materials or substances for human and animal consumption or use

h) To engage in and carry on various activities with regard to capacity building in the pharmaceutical sector, agriculture, nutrition, food technology, food and feed processing.

i) To acquire, take over, promote, establish, engage in and carry the business of profession of farmers, planters, harvesters, sprayers, seed growers, glaziers breeders of and dealers of livestock, market gardeners, arboriculturarists, agriculturalists, horticulturists, floriculturists, dairymen, vegetable oil extractors, poultry and bee-keepers and any other businesses in connection with floriculture, arboriculture agriculture and horticulture.

j) To carry on the Business of wholesale and retail of agriculture specialized store, import, export, buy, sell and deal in all kinds of agricultural raw materials, machinery, equipments, plants, implements, tools and accessories, manures and insecticide use in connection with or required for animal husbandry or agriculture.

k) To carry on the business as ranchers, breeder of animals of all kinds such as sheep, goat, dairy, ostrich and poultry farmers and as ranchers, breeder of animals of all kinds, as dairy, ostrich and poultry farmers and as millers, grazers, gardeners seed growers and meat and fruit preservers.

l) To carry on the business as general sellers, buyers, exporters, importers, marketeters and processors of agricultural products, such as cereals, coffee, tea, cashewnuts, peanuts, beans, cereals, cowpeas, yellow gram, green monks, sesame and to be general suppliers in local and export markets, to be general babers and confectioners and generally to be traders and manufacturers of the above.

m) To carry and promote and trade or business of farm and agricultural inputs, implements, tools, packaging materials and deal in the livestock and or the veterinary health care products to farmers and stockists, to buy, sell, supply, distribute whether in retail or wholesale fertilizer, insecticides, fungicides, growth stimulants, agro seeds, farm implements and tools, animals feeds, veterinary drugs and any related goods and import and export agriculture and food technology, industries and equipment, manufacture and semi processed products in Tanzania and other parts of the world.

n) To carry on all or any business of printing such as offset printing; business cards, letter heads, invoices, delivery notes, books, magazine publication, screen printing;- T-shirt, caps, cups, wheel cover, umbrella, pen, large format printing:- billboards, banners, stickers etc, publishing, distributing and selling of business, management, industrial, scientific, academic, communications, financial, agricultural, social and environmental information technology periodicals, brochures and books and any other reading materials.

o) To carry on all or any of the business of transport, carriage and haulage contractors, owners and charter of road vehicles, aircraft and ships and boats of every description and carriers of goods and passenger by road, rail, water or air and to establish, acquire, maintain and operate transport service of every description both public and private and all services ancillary thereto and for such purposes or as independent undertakings to purchase, take in exchange, charter hire, build, contract or otherwise acquire and to and all kinds of soaps, detergents, soap chips, all kinds of oil, fats, fatty acids, oleaginous and fatty substance, all kinds of unguents and ingredients and all products of the same.

ff) To carry on the business of general traders, merchants, manufacturers representatives and to buy, sell, hire, manufacture, barter, trade and deal in property, mechanical machine shop, spare parts and machinery of every description, goods and articles and merchandise of all kinds and to transact any and every description of agency, insurance agents, commission, distribution, marketing, commercial, industrial, manufacturing, merchantile, insurance and financial business.

gg) To carry on the business as general distributors of all sorts and types of products and services to individuals, offices, industries, shops, schools, factories, hospitals, army, military, ministries and all other government offices, universities and all other places where the services of a supplier are needed.

hh) To carry on the business of establishing and running supermarkets, department stores, shopping malls, provision stores, groceries and shops of all kinds and description and generally to deal with such activities.

ii) To carry on the business of manufacturing and exporting of all kinds of forestry and agricultural machinery, plants, implements, tools and accessories, manure and insecticides used in connection with or required for animal husbandry and agriculture.

jj) To carry on the business of wholesalers, retailers, general traders, suppliers, merchants, importers, exporters, stockists and dealers in all types of shoes, belt, clothes, textile materials, tie and dye, boutique, bags, flowers, selling second hand clothing, dresses of types and description whatsoever.

kk) To carry on the business of household, domestic appliance and electrical goods, audio visual goods, electronic items, building material, hardwares, foodstuff, agricultural products and merchandise of every nature, kind and description whatsoever as a dealer, wholesaler, retailer, distributor, importer, exporter and after sales service and repairing.

ll) To carry on the business of miners and mining in all their branches and for the said purpose to peg, purchase, take on lease, or exchange or otherwise acquire concessions, grants, easements, options, claims, properties, cassettes- and effects supposed to contain minerals, diamonds, or other precious stones, and any interest therein, and to explore, mine, work, excise develop and turn to account mines and mining rights and any undertaking connected therewith.

mm) To carry on the business of agents, consultants or representatives of foreign or local manufacturers, industries or other like organizations in any type of goods, products, commodities and services.

securities, bonds, shares and any property act as a holding company with subsidiaries and invest in any projects as the company may think fit.

y) To carry on the business of supplying of stationery, office equipment, writing materials, teaching aids and other educational establishment and as agents, school uniforms and stationers in all their business and to buy and sell stationery, office requirements and equipment, all types of books, sundry goods and to act as general merchants and commission agents of print and bind and manufacture stationers and other requirements.

z) To carry on the business as general food processors, packers, to be general suppliers of foods stuffs and agricultural crops, grain millers, food mixers, general exporters of fresh fruits, vegetables and flowers, to act as agents of buying and selling all kinds of food stuffs, agricultural equipments of every description, and generally to deal in any other business connected therewith.

aa) To carry on the business of importers, exporters, buying selling, dealers in hardware, building materials, sanitary-ware, wall papers, roofing tiles, flooring tiles, supplying industrial equipment's agricultural implements and equipment's spares of every description, plumbers, decorators, steel fablication, machine shop, nickel plating, electric plating, making steel windows, doors, frames and roof tresses.

bb) To carry on the business of dealing in importing, exporting, marketing, manufacturing stocking, buying, selling whether by wholesale or retail of various categories of goods and merchandise, and to act as insurance agents, commission agents, brokers and manufacturers, representatives in all fields. To be agent of foreign company and to establish business enterprises whether small scale, industries and generally deal in all kinds of general merchants and to import, export and all either by merchandise and articles of all description.

cc) To carry on, conduct, manage, develop and prosecute any of these businesses in such manner and in such place or places, either in Tanzania or elsewhere, as the Company may think requisite or proper, and generally to buy, sell grow, cultivate, manipulate, manufacture, import, export and deal (both wholesale and retail) in coffee, tea, cocoa, or other products of forms of coffee and also any articles or things connected with such business or which are likely to be require in any shape or form by consumer of coffee.

dd) To carry on in Tanzania or elsewhere the trade business of coffee brokers or dealers in all its branches, including the purchase and selling of coffee, either growing or otherwise, or any produce or form of tea or the advancing of money by way of loan upon the security of or in respect of the same, or upon or against bills of lading, dock warrants or other documents of title representing the same.

ee) To carry on the industry and business of milling maize, rice, producing, packing, repackaging, importing, exporting, marketing of all kinds of edible oils, cooking fats margarine and bye-products thereof, to carry on the business of Flour mills, milling, packing of all kinds of species, salt, chemicals including industrial chemicals and all products. To extract , process, refine, distil, conserve, manufacture and general deal in, nn) To carry on the business of financial and managerial consultants and to act as managers, advisors and consultants in the field of accountancy, auditing business management and in any other business which may be useful carried in conjunction therewith.

oo) To carry on the business of establishing and running shops, shopping malls, provision stores, supermarkets, department stores groceries food and shops of all kinds and description and generally to deal with such activities.

pp) To engage in and carry out the business of proprietors and managers of food outlet, hotels, restaurants, cafes, road houses, motels, safari and holiday camps, caravan sites, guest houses, apartment housekeepers, refreshment and tea rooms, milk and snacks bars, tavern, beer house and lodging housekeepers and to provide food and catering services to individuals, private and public institutions and to industrial and business concerns.

qq) To purchase or acquire freehold, leasehold or other immovable property and movable property generally and also rights, privileges and easements over or in respect of any property movable or immovable, and to pay for the same in cash or in any other manner agreed upon, and to take over and assume liabilities for payments of all moneys owing whatsoever under and by virtue of any mortgages, charges or other existing and charged upon any and all such property as may be purchased at any time by the Company from any Government, person, firm or company and to do all things and execute such documents and deeds as may be necessary to that end.

rr) To advance money to any person or persons or corporations, either with or without interest upon the security of freehold or leasehold property by way of mortgage, or upon marketable security and in particular to advance money to shareholders in the company, and others, upon the security of or for the purpose of enabling the person borrowing the same to effect or purchase, or enlarge or repair any house of building or to purchase the free simple or any term or terms of years of any property in Tanzania, or elsewhere upon such terms, and conditions as the Company may think fit.

ss) To carry on the business of clearing and forwarding agents, commission agents, transporters, freighters, hauliers, customs bonded warehouse and godown keepers, cargo and travel agents, insurance agents, tourist agents, manufacturers' representatives, road contractors, cargo superintendents, packers, machinery haulage specialists, warehousemen, engineers, electricians, motor cars, cabs, omnibus, lorries, oil tank and coach proprietors and transporters, civil transport contractors and transporters by any other means of conveyance of people and goods in Tanzania and the neighbouring countries and in such other place or places as may from time to time be determined by the company, engage in and or otherwise carry on the business as transporters and transport agents, freight forwarders.

tt) To carry on the business of spare parts for different types of machines and instruments including motor vehicles, cars, trucks, lorries or other vehicles, agricultural implements, mining implements and any other machinery, tool maker, metal workers, boil makers and any other kind of machine whatsoever.

uu) To engage in and carry out the business of proprietors and managers of hotels, restaurants, cafes, road houses, motels, safari and holiday camps, caravan sites, guest houses, apartment housekeepers, refreshment and tea rooms, milk and snacks bars, tavern, beer house and lodging housekeepers and to provide food and catering services to individuals, private and public institutions and to industrial and business concerns.

vv) To purchase, take on lease and otherwise acquire for investment or resale any estate, land, buildings, easements and other rights and interests in immovable property or any tenure in Tanzania and elsewhere and to sell let or lease exchange or otherwise dispose of or grant rights over any immovable property, belong to the company.

ww) To purchase, take or lease or in exchange, hire or otherwise acquire and hold any state or interest in any lands buildings, casements, rights, licenses secret processes, machinery, plants, stock, in trade and real or personal property of any kind.

xx) To accept payment for any property or rights sold or otherwise disposed or dealt with by the company either in cash, by installment or otherwise or in fully or partly paid up shares of the company or corporation, with or without deferred or preferred or guaranteed rights.

yy) To carry any other trade or business whatever which can in the opinion of the Board of Directors be advantageously carried on by the Company in connection with the above business or the general business of the company.

zz) To act as agents for the sale and purchase of any stocks shares or securities or for any other monetary or mercantile transactions.

aaa) To act as executors and trustees of wills and settlements made by customers and others and undertake and execute trusts of all kinds.

bbb) To do all or any of the above things in any part of the world and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others and either or though agents, sub-contractors, trustees and otherwise.

ccc) To renumerate any person, firm or company rendering services to this company, whether by cash payments or by allotment to him or them of shares or securities of the Company credited and paid in full or in part, otherwise.

ddd) To accept for safe custody and keep for customers of the company all kinds of securities valuables and things.

eee) To lend money on any terms that may thought fit, and particularly to customers or other person or corporations having dealing with societies and to give any guarantees that may be expedient.

fff) To advance money to shareholders in the company, and other to the purpose of enabling the person borrowing the same erect or purchase, or enlarge or repair any house or building or to purchase the fee simple or any less estate or interest in, or to take a demise for any term or terms of years of any freehold or leasehold property upon such terms and conditions as the company may think fit.

ggg) To invest and deal with the moneys of the Company not immediately required, upon such securities and in such manner as may from time to time be determined.

hhh) To distribute among the members in pieces any property of the company, or any proceeds of sale or disposal of any property of the company.

iii) To draw, make, accept, endorse, discount execute and issue promissory notes, bills of lading, warrants, debentures and negotiable or transferable instruments.

jjj) To act as agents or brokers, and as trustees for any person firm or company, and to undertake and perform sub-contracts and also to act in any other business of the company through or by means of agents, brokers, sub-contractors or others.

4. The Liability of the Members is Limited.

5. The capital of the Company is Shillings **150,000,000/=** divided into **10,000** Shares of Shillings **15,000/=** each.

The Company shall have powers to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or special rights, privileges, or conditions as may be determined by or in accordance with the Articles of Association of the Company.

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 shared 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
BIHAWA ATHUMANI KATUNDU P.O. BOX 65511 DAR ES SALAAM	3500	
AMINA MIKIDADI MNGODO P.O. BOX 65511 DAR ES SALAAM	2500	Mngodo

Dated at DAR ES SALAAM this 11th day of January, 2022

***Witness* to the above signatures:**

Name : VICTORIA PAULO

Signature :

Postal Address : P.O.BOX 22018 D'SALAAM

Qualification : ADVOCATE

VICTORIA PAULO
ADVOCATE
NOTARY PUBLIC
&
COMMISSIONER
FOR OATHS

THE COMPANIES ACT, 2001

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

BINSINA PHARMACY LIMITED

TABLE A EXCLUDE

1. The regulations in Table A in the First Schedule to the Company Act 2002 shall not apply to the Company, except so far as the same are repeated or contained in these Articles.

INTERPRETATION

2. In these Articles, unless the subject or context otherwise requires, the words standing in the first column of the table next hereinafter contained shall bear the meanings set opposite to them respectively in the second column thereof:

WORDS AND MEANINGS

3. **"Articles":** these Articles of Association as originally framed or as altered from time to time by Special Resolution;

"A Shareholder": any holder from time to time of the Shares;

"The Directors": the directors for the time being of the Company present at a duly convened meeting of the directors at which a quorum is present;

"The Office": the registered office for the time being of the Company;

"The Act": the Companies Act 2002 and every statutory modification and re-enactment thereof for the time being in force;

The Company is a Private Company and accordingly; no invitation or offer shall be made to the public (whether for cash or otherwise) to subscribe for any shares in or debentures of the Company, nor shall the Company allot or agree to allot (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public.

The Company may pay to any person a commission in consideration of his subscribing or agreeing to subscribe, whether absolute or conditional, for any shares in the Company: provided that such commission shall not exceed 10 per cent of the price at which such shares are issued, or an amount equivalent to such percentage; and the requirements of Section 56 of the Act shall be observed.

effect and such forfeiture shall extend to any dividends in respect of any share so forfeited not actually paid at the date of the said notice.

35. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

36. A person whose shares have been forfeited shall ceased to be a member in respect of the forfeited shares, but shall notwithstanding, remain liable to pay to the Company all moneys which, at the date of the forfeiture, were presently payable by him to the Company in respect of the shares, but his liability shall cease if and when the Company receive payment in the full of the nominal amount of the shares.

37. The holders for the time being of four-fifths of the issued shares in the Company shall be entitled at any time to purchase ex dividend all or any of the shares held by any member of the Company at a price equal to the sum paid up thereon and upon the tender of that price by the holders of four-fifths of the issued shares to any other member for the shares held by him that member shall execute transfer of the shares to the members by whom the tender is made or their nominees in such shares and proportions as they shall direct. If the member to whom the tender is made neglects or refuses to accept the sum tendered or to execute transfers of the shares the Company may on proof of his neglect or refusal accept and give a good discharge for the moneys tendered on behalf of the member to whom the same shall have been tendered, and the provisions of article 23 shall apply to the execution of transfer of the shares and the registration of the members by whom the tender was made or their nominees as owners of the said shares.

38. A statutory declaration in writing that declarant is a director of the Company, and that a share in the Company has been duly forfeited or expropriated on a date sated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share. The Company may receive the consideration, if any, given for the share on any sale or disposition thereof and may execute a transfer of the share in favor of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase-money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture or expropriation, sale or disposal of the share.

39. The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which, by terms of issue of share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

ALTERATION OF CAPITAL

40. The Company may, from time to time by ordinary resolution increase the share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.

a. The Directors may subject to Article 48 hereof allot, grant options over, or otherwise deal with or dispose of any relevant securities of the Company in accordance with the provisions of these Articles and the Act to such persons and generally on such terms and conditions as the Directors think proper.

b. The general authority conferred by paragraph (a) of this article shall be conditional upon due compliance with Article 48 hereof and shall extend to the amount of the authorized share capital of the Company upon its incorporation.

c. The Directors shall be entitled under the general authority conferred by paragraph (a) of this Article to make at any time before the expiry of such authority any offer or agreement which will or might require relevant securities of the Company to be allotted after the expiry of such authority.

4. If two or more persons are registered as joint holders of any share, any one of such persons may give effectual receipts for any dividends or other moneys payable in respect of such share.

No person shall be recognized by the Company as holding any share upon any trust, and the Company shall not be bound by or required to recognized and equitable, contingent, future or partial interest in any share or any right whatsoever in respect of any share other than an absolute right to the entirety thereof in the registered holder, except as by these Articles otherwise expressly provide or as required by law.

CAPITAL

5. The capital of the Company is Shillings 150,000,000/= divided into 10,000 shares of Shillings 15,000/= each.

SHARES

6. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the capital of the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise as the Company may from time to time by ordinary resolution determine.

7. Subject to the provisions of Companies Act 2002, any preference shares may, with the section of an ordinary resolution, be issued on the terms that they are, or at the option of the Company are liable to be redeemed on such terms and in such manner as the Company before the issue of the shares may by Special Resolution determine.

8. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall unless otherwise expressly provided by the terms of issue of the

days from the date of the said notice whether he is willing to purchase any, and if so, what maximum number, of the said shares.

29. At the expiration of the said twenty-one days the board shall allocate the said shares to or among the member or members who shall have expressed his or their willingness to purchase as aforesaid, and (if more than one) so far as may be pro rata according to the number of shares already held by them respectively, provided that no member shall be obliged to take more than the said maximum number of shares so notified by him as aforesaid. Upon such allocation being made the vendor shall bound on payment of the said price to transfer the shares to the purchaser or purchasers. If he make default in so doing the chairman for the time being of the directors of the Company or failing him one of the directors duly nominated by resolution of the board for that purpose shall forthwith be deemed to be duly appointed attorney of the vendor with full power to execute complete and deliver in the name and on behalf of the vendor a transfer of the shares to the purchasing member and the board may receive and give a good discharge for the purchase-money on behalf of the vendor and enter the name of the purchaser in the register of members as holder by transfer of the shares purchased by him.

30. In the event of the whole of the said shares not being purchased under article 28 the vendor may, at any time within six calendar months after the expiration of the said twenty-one days, transfer the shares not sold to any person (subject to article 17) and at any price.

31. Articles 25, 26, 27, 28 and 29 hereof shall not apply to a transfer to a person who is already a member of the Company, nor to a transfer merely for the purpose of effecting the appointment of new trustees, nor to a transfer by personal representatives to a legatee under the will of, or to the husband, wife or next of kin of, a deceased member, nor to a transfer by trustee to a beneficiary, provided that it is proved to the satisfaction of the board that the transfer bona fide falls within one of these exceptions.

FORFEITURE OF SHARES AND EXPROPRIATION OF SMALL HOLDINGS

32. If a member fails to pay any call or installment of a call, on the day appointed for payment thereof, the directors may at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid, together with any interest which may have accrued.

33. The notice shall name a further day (not earlier than the expiration of fourteen days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed the shares in respect of which the call was made will be liable to be forfeited.

34. If the requirements of any such notice as aforesaid are not complied with, any share in respect o which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that

shares of that class, be deemed not to be varied by the creation or issued of further shares ranking pari-passu therewith.

9. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may be varied with the consent in writing of the holders of the three fourths of the issued shares of that class, or with the sanction of an extraordinary resolution passed at a separate general meeting of the holders of the shares of that class. To every such separate meeting the provisions of this articles relating to general meetings shall mutants apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy on-third of the issue shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll.

10. Every person whose name is entered as member in the register of members shall, without payment, be entitled to one certificate under the common seal of the Company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the Company shall be bound to issue more than one certificate, and delivery of certificate of a share to one of several jointly holders shall be sufficient delivery to all.

11. If a share certificate is defaced, lost, or destroyed, it may be renewed on payment of such fee, if any, not exceeding one hundred shillings, and on such terms, if any, as to evidence and indemnity as the directors think fit.

LIEN

12. The Company shall have a lien on every share for all moneys (whether present payable or not) called or payable at a fixed time in respect of that share, and the Company shall also have a lien on all shares standing registered in the name of a single person for all moneys presently payable by him or his estate to the Company; but the directors may at any time declare any share to be wholly or in part exempt from the provisions of this article. The Company's lien, if any on a share shall extend to all dividends payable thereon.

13. The Company may sell, in such manner as the directors thin fit, any shares on which the Company has a lien, but no sale shall be made unless some sum in respect of which the lien exists is presently payable, nor until the expiration of fourteen days after a notice in writing, stating and demanding payment of such part of the amount in respect of which the lien exists as is presently payable, has been given to the registered holder for the time being of the share, or the person entitled by reason of his death or bankruptcy to the share.

14. For giving effect to any such sale the directors may authorise some person to transfer the share sold to the purchaser thereof. The purchaser shall be registered as the holder of the shares comprised in any such transfer and he shall not be found to see to the application of the purchaser money, nor shall his title to the shares be affected by any irregularity or invalidity in the proceedings in reference to the sale.

15. The proceeds of sale shall be applied in payment of such part of the amount in respect of which the lien exists as is presently payable, and the residue shall be held (subject to a like lien for sums not presently payable as existed upon the shares prior to the sale) by the Company on behalf of the person entitled to the shares at the date of the sale.

CALLS ON SHARES

16. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares, and each member shall (subject to receiving at least fourteen days notice specifying the time or times of payment) pay to the Company at the time or times of specified the amount called in his shares. A call shall be deemed to have been made at the time when the resolution of the directors authorising the call was passed.

17. The joint holders of a share shall be jointly and severally liable to pay all calls in respect hereof.

18. If sum called in respect of a share is not paid before or on the date appointed for payment thereof, the person from whom the sum is due shall pay interest upon the sum at bank rate prevailing from time to time from the day appointed for payment thereof to the time of actual payment, but the directors shall be at liberty waive payment of the interest wholly or in part.

19. The provisions of these articles as to the liability of joint holders and as to payment of interest shall apply in the case of non-payment of any sum which, by the terms of issue of share, becomes payable at a fixed time whether on account of the amount of the share, or by way of premium, as if the same has become payable by virtue of a call duly made and notified.

20. The directors may make arrangements on the issue of shares for a difference between the holders in the amount of calls to be paid and in the times of payment.

21. The directors may, if they think fit receive from any member willing to advance the same all or nay part of the moneys uncalled and unpaid upon any shares held by him; and upon all or any of the moneys so advanced may (until the same would, but for such advance, become presently payable) pay interest at such rated (not exceeding, without the sanction of any Company in general meeting, the bank rate existing from time as may be agreed upon between the member paying the sum in advance and the directors.

TRANSFER AND TRANSMISSION

22. Subject to the provisions hereinafter continued shares in the Company shall be transferable by written instrument in the common form signed by both the transfer and 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.

23. The directors may in their absolute discretion and without assigning any reason therefore decline to register nay transfer of shares to any person whom they do not approve not being already a member of the Company and may also decline to register any transfer of shares on which the Company has alien. The directors may also suspend the registration of transfers during the fourteen days immediately preceding the ordinary general meeting in each year. The directors may decline to recognize any instrument of transfer unless;-

(a) A fee not exceeding shillings two hundred and fifty is paid to the Company in respect thereof; and

(b) The instrument of transfer is accompanied by the certificate of the shares to which it relates, and such other evidence as the directors may reasonably require to show the right of the transfer to make the transfer.

If the directors refuse to register a transfer of any shares, they shall within two months after the date on which the transfer was lodged with the Company send to the transferee notice of the refusal.

24. The personal representatives of a deceased sole holder of share shall be the only persons recognized by the Company as having any title to the share. In the case of share registers in the names of two or more holders, the survivors or survivor, or the personal representatives of the deceased survivor, shall be the only persons recognized by the Company as having any title to the share.

25. Any person becoming entitled to a share in consequence of the death or bankruptcy of a member shall, upon such evidence being produced as may from time to time be required by the directors, have the right either to be registered as a member in respect of the share or, instead of being registered himself, to make such transfer of share as the deceased or bankrupt person could have made; but the directors shall, in either case, have the same right to decline or suspend registration as they would have had in the case of transfer of the share by the deceased or bankrupt person before the death or bankruptcy.

26. Except as hereinafter provided no share in the Company shall be transferred unless and until the rights of pre-emption hereinafter conferred shall have been exhausted.

27. Every member or other person referred to in article 26 hereof who intends to transfer shares (hereinafter called the vendor) shall give notice in writing to the board of his intention. The notice shall constitute the board his agent for the sale of the said shares in one or more lots at the discretion of the board to members of the Company at a price to be agreed upon by the vendor and the board, and in default of agreement, at a price which the auditor of the Company for the time being shall certify, by writing under his hand, to be in his opinion, the fair selling value thereof as between a willing vendor and a willing purchaser.

28. Upon the price being fixed as aforesaid the board shall forthwith give notice to all the members of the Company other than holders of employees' shares of the number and price of the shares to be sold and invite each of them to state in writing within twenty-one

41. Subject to any direction to the contrary that may be given by the resolution sanctioning the increase of share capital, all new shares shall, before issue, be offered to such persons as at the date of the offer are entitled to receive notices from the Company of general meetings in proportion, as nearly as the circumstances admit, to the amount of the existing shares to which they are entitled. The offer shall be made by notice specifying the number of shares offered, and limiting a time within which the offer, if not accepted, will be deemed to be declined, and after the expiration to that time, or on receipt of an intimation from the person to whom the offer is made that he declines to accept the shares offered, the directors may dispose of the same in such manner as they think most beneficial to the Company. The directors may likewise so dispose of any new shares which (by reason of the ratio which the new shares bear to shares held by persons entitled to an offer of new shares cannot, in the opinion of the director, be conveniently offered under this article.

42. The new shares shall be subject to the same provisions with reference to payment of calls, lien, transfer, transmission, forfeiture, expropriation, and otherwise as the shares in the original share capital.

43. The Company may by ordinary resolution:-

(a) Consolidate and divide all or any of its share capital into shares of larger amount that its existing shares;
(b) Sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association, subject, nevertheless, to the Companies Act.
(c) Cancel any shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person;

and may by special resolution:-

(d) Reduce its share capital and any capital redemption reserve fund in any manner and with, and subject to, any incident authorized, and consent, required, by law.

GENERAL MEETINGS

44. The Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notices calling it, and not more than fifteen months shall elapse between the date of on annual general meeting and that of the next. Provided that so long as the Company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and at such place as the directors shall appoint.

45. All general meeting other than the annual general meeting shall be called extraordinary general meetings.

46. The directors may, whenever they think fit, convene an extraordinary general meeting. If at any item there are not within the united republic of Tanzania sufficient directors capable of acting to form a quorum, any director or any one member of the Company

may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings any be convened by the directors.

PROCEEDINGS AT GENERAL MEETINGS

47. An annual general meeting and a meeting called for the passing of special resolution shall be called by twenty-one days' notice in writing at the least, and all other meetings by fourteen days' notice in writing at lease. Such notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day, and the hour of meeting and, in case of special business, the general nature of the business shall be given in the manner hereinafter mentioned, or in such other manner, if nay, as may be prescribed by Company in general meeting to such persons as are, under these articles, entitled to receive such notices from the Company; but with the consent of all the members entitled to receive notice of some particular meeting, that meeting may be convened by such shorter notice and in such manner as those members may think fit.

48. The accidental omission to give notice to, or the non-receipt of notice of a meeting by, any member shall not invalidate the proceedings at any meetings.

49. All business shall deemed special that is transacted at an extraordinary general meeting, and all that is transacted at an annual general meeting, with the exception of sanctioning a dividend, the consideration of the accounts and balance sheet and the ordinary report of the directors and auditors, the election of directors in the place of those retiring by rotation, and the appointment and fixing of the remuneration of the directors.

50. 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; same as herein otherwise provided two members personally present shall be a quorum.

51. 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 members, shall be dissolved; an 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.

52. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the Company.

53. If there is no such chairman, or if at any meting he is not present within fifteen minutes after the time appointed for holding the meeting or is unwilling to act as chairman, the members present shall choose someone of their number to be chairman.

54. 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 left unfinished at the meeting from which the adjournment took place. When a

meeting is adjourned for thirty 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.

55. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before or on the declaration of the result of the show of hands) demanded by at least one member entitled to vote present in person or by proxy; and unless a poll is so demanded, a declaration by the chairman that the resolution has, on a show of hands, been carried, or carried unanimously, or by particular majority, or lost, and an entry to that effect in the minute book shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favor of, or against the resolution.

56. If a poll is duly demanded it shall be taken in sum manner as the chairman directs, and the result of the poll shall be deemed to be a resolution of the meeting at which the poll was demanded.

57. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

58. A poll demanded on the election of a chairman, or in a question of adjournment, shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs.

59. Any ordinary resolution of the Company determined on without any general meeting and evidenced by writing under the hands of all the directors or a sole director and of members of the Company holding three-fourths of the issued shares of the Company shall be as valid and effectual as an ordinary resolution duly passed at a general meeting of the Company duly convened and held.

VOTES OF MEMBERS

60. On a show of hands every member present in person shall have one vote. On a poll every member shall have one vote for each share of which he is the holder.

61. In the case of joint holders the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose seniority shall be determined by the order in which the names stand in the register of member.

62. A member of unsound mind, or in respect of whom an order has been made by any court having jurisdiction in lunacy, may vote, whether on a show of hands or on a poll, by his committee, a curator bonus, or other person in the nature of a committee or curator boons appointed by that court, and any such committee, curator boons, or other person may, on a poll, vote by proxy.

63. No member shall be entitled to vote at any general meeting unless all calls or other sums presently payable by him in respect of shares in the Company have been paid.

64. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairman of the meeting whose decision shall be final and conclusive.

65. On a poll votes may be given either personally or by proxy.

66. The instrument appointing a proxy shall be in writing under the hand of the appointer or his attorney duly authorized in writing, or if the appointer is a corporation, either under the common seal, or under the hand of an officer or attorney so authorized. A member shall not be entitled to appoint more than one proxy to attend on the same occasion nor may a proxy vote except on a poll.

67. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a naturally certified copy of that power or authority shall be deposited at the registered office of the Company not less than forty-eight hours before the time for holding the meeting, or adjourned meeting, or taking of the poll at which the person named in the instrument proposes to vote, and in default the instrument of proxy shall not be treated as valid.

68. An instrument appointing a proxy may be in the following form, or in any other form which the directors shall approve:-

....Limited

"I..of, act. being a member of the .... Limited, hereby appoint .... of, act. as my proxy to vote for me and on my behalf at the ordinary {or extraordinary, as the case may be} general meeting of the Company to be held on the ....day of................................ and at any adjourned meeting thereof".

Signed this....................................day of.....................................200........

Signature of Member

69. Any corporation which is a member of the Company may by resolution of its directors or other governing body authorize such person as it thinks fit to act as its representative at any meeting of the Company and the person so authorized shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the Company.

DIRECTORS

70. The first directors shall be not less than two in number and shall be appointed by the subscribers to the Memorandum of Association. Unless and until otherwise determined by the Company by ordinary resolution the number of directors shall not be less than two.

71. The names of the first directors of the Company are as follows:

BIHAWA ATHUMANI KATUNDU
AMINA MIKIDADI MNGODO

72. (1) The renumeration of the directors shall from time to time be determined by the Company in general meeting.

(2) In addition to their usual remuneration the directors shall also be paid such traveling, hotel and other expenses as may reasonably be incurred by them in the exercise of their duties, including any such expenses incurred in connection with their attendance at meetings of director.

73. Any director any in writing appoint any person, who is approved by the majority of the directors, to be his alternate to act in his place at any meeting of the directors to which he is unable to be present. Every such alternate shall be entitled to notice of meetings of the directors and to attend and vote there at as a director when the person appointing him is not personally present, and where he is a director, to have a separate vote on behalf of the director he is representing in addition to his own vote. A director may at any time in writing revoke the appointment of an alternate appointed by him. Every such alternate shall be an officer of the Company and shall not be deemed to be the agent of the director appointing him. The remuneration of such alternate shall be payable out of the remuneration payable to the director appointing him, and the proportion thereof shall be agreed between then. An alternate director need not hold nay share qualification.

74. A director and alternate director shall not require a share qualification by nevertheless shall be entitled to attend and speak at any general meeting of the Company and at any separate meeting of the holders of any class of shares in the Company.

75. The Company may by extraordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead. An vacancy occurring in the board of directors may be filled up by the Company by an ordinary resolution.

POWERS AND DUTIES OF DIRECTORS

76. The business of the Company shall be managed by the directors, who may pay all expenses incurred in forming and registering the Company, and may exercise all such powers of the Company as are not, by the Companies Act 2002 or any statutory modification thereof, for the time being in force, or by these articles, required to be

CTIN: 542136

TANZANIA REVENUE AUTHORITY

CERTIFICATE OF REGISTRATION

FOR

TAXPAYER IDENTIFICATION NUMBER (TIN)

(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

THIS IS TO CERTIFY THAT

YASINTHA SYLIVANUS LUGIRA

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

120-263-765

WITH EFFECT FROM: **28 MARCH 2013**

TRA LOCATION: **ILALA** TAX OFFICE: **BUGURUNI**

PHYSICAL LOCATION:

STREET / AREA: **GONGOLAMBOTO**

OFFICIAL SEAL

HERBERT M.T KABYEMELA
COMMISSIONER FOR DOMESTIC REVENUE

NOTE: THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

TANZANIA

Form 5

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 493627

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **CASTE PHARMACY COMPANY** this **12th** day of **JUNE** year **2021** has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number **493627** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this **12th** day of **JUNE TWO THOUSAND AND TWENTY ONE.**

REGISTRAR OF BUSINESS NAMES *TANZANIA*

Deputy Registrar Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.

TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 101-372-650
ILALA MUNICIPAL COUNCIL
MISSION STREET
20950
DAR ES SALAAM

Tax Certificate Number: 121-0159-2940
Issuing Office: Ilala
Telephone: 022-2863190
Date of issue: 23 March 2023
Expiry Date: 31 December 2023

Taxpayer Name	YASINTHA SYLIVANUS LUGIRA		
Trading Name			
Taxpayer Identification Number	120-263-765	Vat Registration Number	
Company Registration Number			

Business Premises located at: Plot Number ; Block Number ; Street GONGOLAMBOTO

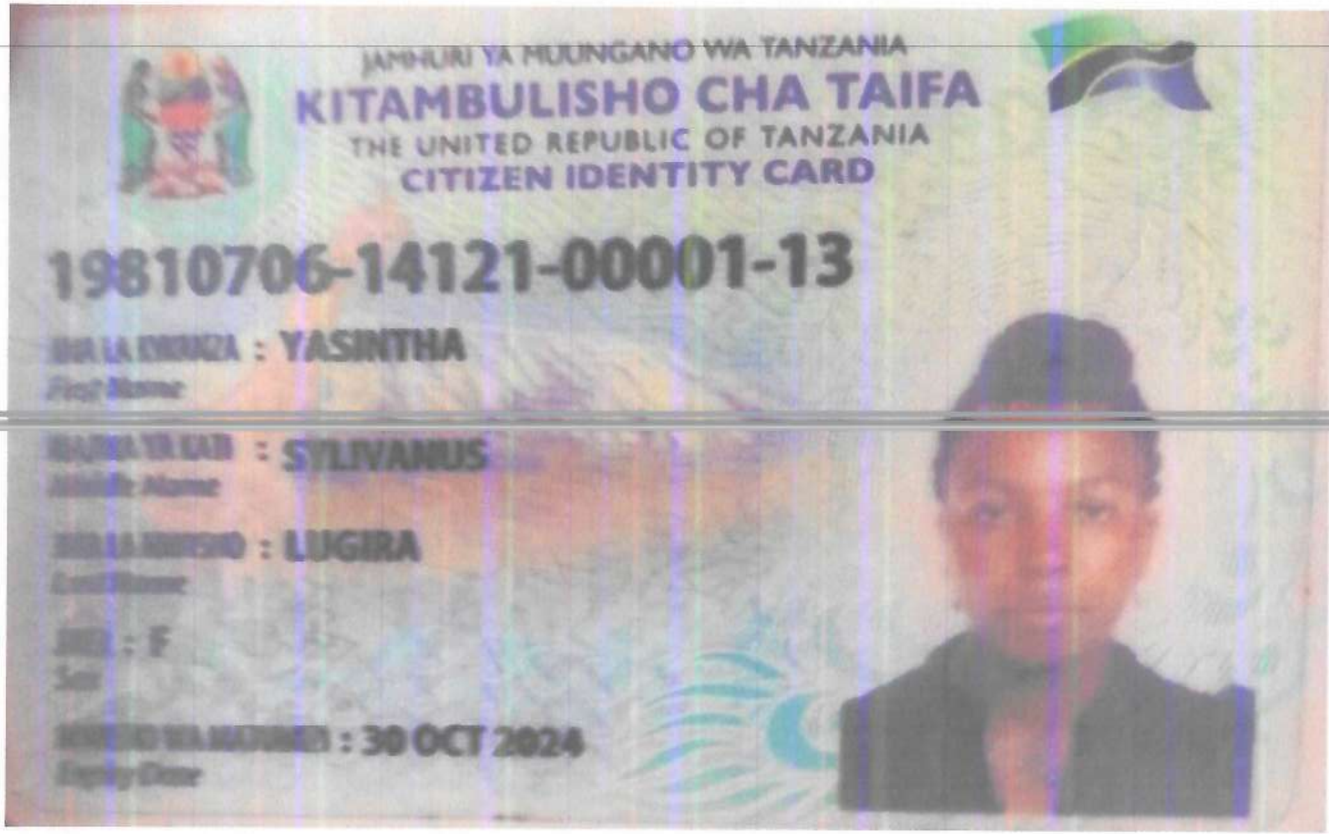
This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

1	Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores

HERBERT M.T. KABYEMELA
COMMISSIONER FOR DOMESTIC REVENUE
26 March 202

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.


JAMHURI YA MUUNGANO WA TANZANIA
KITAMBULISHO CHA TAIFA
THE UNITED REPUBLIC OF TANZANIA
CITIZEN IDENTITY CARD

19810706-14121-00001-13

First Name : YASINTHA

Middle Name : SYLIVANUS

Last Name : LUGIRA

Sex : F

Expiry Date : 30 OCT 2024

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 18 day of 01 2024

BETWEEN

YASINTHA SYLIVANUS LUGIRA **(Name) of P.O.BOX** 70812 **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

EVANS MARSHALL MAGARE 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 WHOLESALE ~~RETAIL~~ [illegible] 18/1/2024 Pharmacy.
WHOLE SALE

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 01 day of FEBRUARY 2024 to 01 day of FEBRUARY 2025

3. **Commencement of Supervision**
The superintendent shall commence management and supervision of the above named Pharmacy on the 01 day of FEBRUARY 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. 1,000,000 payable monthly to the **SUPERINTENDENT** 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 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 report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Superintendent.

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 ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week. 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 service 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 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

4.2.13 Shall establish a well-organized management body of the pharmacy of which he supervises.

4.2.14 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.

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

4.2.16 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 Superintended 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.

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 18 day of JANUARY 2024

SIGNED and **DELIVERED**
By the said Yasintha Sylvanus Lugiro
Who is known to me personally/
Introduced to me by
the latter known to me personally
This day of 20
In the presence of:
Name: ONESMO STAMBULI
Designation: ADVOCATE
Signature:
Date: 31ST JANUARY, 2024

PROPRIETOR

Onesmo Stambuli
Box 8782 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

SIGNED and **DELIVERED**
By the said EVANS MARSHALL MAGARE
Who is known to me personally/
Introduced to me by
the latter known to me personally
This day of 20

In the presence of:
Name: ONESMO STAMBULI
Designation: ADVOCATE
Signature:
Date: 31ST JANUARY, 2024

SUPERINTENDENT

Onesmo Stambuli
Box 8782 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

PCF. 54

00001399

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, Cap. 311)

PHARMACY COUNCIL REGISTRAR P.O. BOX 31818, DAR ES SALAAM

Full Name ....Evans Magure....

I hereby certify that the following is a true extract from the entry in the Register relating to fully registered pharmacist details in respect of whom are set out below.

Registration PIN.	Registration Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0102752	11th February, 2022	7th August, 1972	Tanzanian	P.O. Box 20950 Dar es Salaam	Bachelor of Pharmacy	Kampala International University in Tanzania 2019

Date ....17th February 2022....

....
REGISTRAR

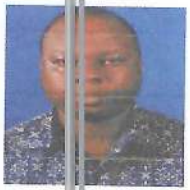
NOTES: (1) This certificaate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacist published annually by the Council and referene should thereafter be made to the current Published list for evidence as to continue registration.

(2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

GP - DSM

THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

EVANS MAGARE

PIN NO: 0102752

Having complied with the provision of Section 22 of The Pharmacy Act, Cap 311 is entitled to practice as a **Full Registered Pharmacist** upon the terms and subject to the conditions set forth in the aforesaid Act and its Regulations thereto.

Issued:**11 February 2022**

Expires on:**31 December 2024**

Registrar
Pharmacy Council

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. 44 (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 EVANS MARSHALL MAGARE PIN 0102752
2. Namba ya simu 0715033026 barua pepe evansmagare2002@yahoo.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)* 31/12/2023
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi? (http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php) ☑ NDIYO, Stakabadhi Na. 923358222608381 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi EVANS MARSHALL MAGARE mwenye taaluma ya dawa ngazi ya SHAHADA nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo CASTE PHARMACY COMPANY FIN .... lililopo katika Wilaya ya ILALA Mkoani DAR-ES-SALAAM

Sahihi [signature] Tarehe 10/01/2024

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni **miongoni**/ **si miongoni** mwa wanataaluma waliopo katika halmashauri ninayosimamia

Jina na Sahihi [signature] **Tarehe** 18/01/2024

Muhuri KNY: DMO
MFAMASIA MKUU
HALMASHAURI YA JIJI LA DSM

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) THERESIA AMBROS ~~Kata~~ MTAA ya AMANI

Nathibitisha kwamba Ndugu EVANS MARSHALL MAGARE anaishi langu mtaa/kijiji AMANI, kuanzia mwaka 2017

Sahihi Afisamtendaji

[signature]

Tarehe 16/01/2024

Muhuri Mtendaji
AFISA MTENDAJI MTAA
MTAA AMANI

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

YASINTHA SYLVANUS LUGIRA
....
(PROPRIETOR)

AND

GLORIA GODFREY MASHASHI
....
(PHARMACEUTICAL TECHNICIAN)

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 18 day of JANUARY 20 24

BETWEEN

Yasintha Sylvanus Lugira **(Name)** of **P.O.BOX** 70812 **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

GLORIA GODFREY MASHASHY enrolled Pharmaceutical Technician who will perform all the technical activities in the Pharmacy under pharmacist supervision (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 CASTE PHARMACY CO. 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 18 day of JANUARY 20 24 to 18 day of JANUARY 20 25

3. **Commencement of Supervision**
   The Pharmaceutical Technician shall commence technical assistance of the above-named Pharmacy on the 18 day of JANUARY 20 24

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. 500,000/= payable monthly to the **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 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 ... 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.

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

YASINTHA SYLVANUS LUGIRA
....
(PROPRIETOR)

AND

GLORIA GODFREY MASHASHI
....
(PHARMACEUTICAL TECHNICIAN)

AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 18 day of JANUARY 20 24

BETWEEN

Yasintha Sylvanus Lugira **(Name) of P.O.BOX** 70812 **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

GLORIA GODFREY MASHASHY enrolled Pharmaceutical Technician who will perform all the technical activities in the Pharmacy under pharmacist supervision (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 CASTE PHARMACY CO. 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 18 day of JANUARY 20 24 to 18 day of JANUARY 20 25

3. **Commencement of Supervision**

The Pharmaceutical Technician shall commence technical assistance of the above-named Pharmacy on the 18 day of JANUARY 20 24

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. 500,000/= payable monthly to the **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 relevent 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 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 hereto 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 18 day of JANUARY 20 24

SIGNED and **DELIVERED**
By the said YASINTHA SYLWANUS LUGURA
Who is known to me personally/……………………
Introduced to me by ……………………
……………………the latter known to me personally
This……………day of……………20……………
In the presence of:
Name: ONESMO STAMBULI
Designation: ADVOCATE
Signature:
Date: 31ST JANUARY, 2024

PROPRIETOR

Onesmo Stambuli
Box 8782 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

SIGNED and **DELIVERED**
By the said GLORIA GODFREY MASHASHY
Who is known to me personally/……………………
Introduced to me by……………………
……………………the latter known to me personally
This……………day of……………20……………

PHARMACEUTICAL TECHNICIAN

In the presence of:
Name: ONESMO STAMBULI
Designation: ADVOCATE
Signature:
Date: 31ST JANUARY, 2024

Onesmo Stambuli
Box 8782 Dar es Salaam
Advocate, Notary Public & Commissioner for Oaths

F.58

00002883

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL

CERTIFICATE OF ENROLLMENT

(Section 25 of the Pharmacy Act, CAP.311)

Full Name Gloria Gotfrey Mashashy

*I hereby certify that the following is a true extract from the entry in the roll relating to enrolled pharmaceutical Technician details in respect of whom are set out below.

Enrollment PIN.	Enrollment Date	Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
0403743	5th October, 2021	11th December, 1997	Tanzanian	P.O. Box [illegible] Dar es Salaam	Diploma in Pharmaceutical Sciences	Ruaha Catholic University 2020

Date 20th october 2021

REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmaceutical Technicians will be published in the list of Pharmaceutical Technicians published annualy by the Council; and reference should thereafter be made to the current Published list for evidence as to continue enrollment.

2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

Government Printer, Dsm

THE UNITED REPUBLIC OF TANZANIA

PHARMACY COUNCIL

LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.26 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

GLORIA GODFREY MASHASHY

PIN NO: [illegible]403743

Having complied with the provision of Section 26 of The Pharmacy Act, Cap 311 is entitled to practice as a **Pharmaceutical Technicians** upon the terms and subject to the conditions set forth in the aforesaid Act and its Regulations thereto.

Issued:**05 October 2021**

Expires on:**31 December 2024**

Registrar
Pharmacy Council

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. 41 (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... GLORIA GODFREY Mashashy ... PIN ...0403743...
2. Namba ya simu... 0768 183220 ... barua pepe Mashashyglory@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)*... 31/12/2023
4. Je, umehuisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi? (http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php) ☑ NDIYO, Stakabadhi Na. .... ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... GLORIA GODFREY MASHASHY ... mwenye taaluma ya dawa ngazi ya ... ASTASHAHADA ... nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo ... CASTE PHARMACY COMPANY ... FIN .... lililopo katika Wilaya ya ... ILALA ... Mkoani ... DAR ES SALAAM ...

Sahihi ......[signature]...... Tarehe ... 24/1/2024 ...

Uthibitisho wa Mfamasia wa Halmashauri

Nadhibitisha kwamba mwanataaluma tajwa ni **miongoni/ si miongoni** mwa wanataaluma waliopo katika halmashauri ninayosimamia

Muhuri KNY: DMO

For: MUNICIPAL MEDICAL OFFICER OF HEALTH KINONDONI MUNICIPAL COUNCIL

Jina na Sahihi ... OSWIN SAMLA [signature] ... **Tarehe**... 24/1/24 ...

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata)... SYLVESTER NJONJA ... Kata ya ... WAZO ...

Nathibitisha kwamba Ndugu... GLORIA GODFREY MASHASHY ... anaishi langu mtaa/~~kijiji~~ ... SALASALA ..., kuanzia mwaka ... 2021 ...

Sahihi Afisamtendaji

......[signature]......

Tarehe

24/01/2024

Muhuri Mtendaji

HALMASHAURI YA MANISPAA YA KINONDONI AFISA MTENDAJI KATA YA WAZO

PHARMACY COUNCIL

PREMISES REGISTRATION CERTIFICATE

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

FIN: 0200127

This is to certify that the premises owned by M/S ***Binsina Pharmacy Limited*** of ***P.O.Box 60000, Dar es Salaam*** located at ***Plot No. 14HN29, Block 27, Nyamwezi Road, Gerezani*** Municipality/District in ***Dar es Salaam*** Region has been registered for ***Wholesale Only*** to sell pharmaceutical and related products with Facility Identification Number (FIN) ***0200127***

Issued in: ***September 2019***

Expires on: ***30 June 2025***

11-02-2020

DATE:

SIGNATURE OF REGISTRAR AND STAMP

REGISTRAR PHARMACY COUNCIL P.O. BOX 31818 DAR ES SALAAM

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*