

### Jamhuri ya Muungano wa Tanzania

### United Republic of Tanzania

### **Pharmacy Council**

Exchequer Receipt

## Stakabadhi ya Malipo ya Serikali

Receipt No

: 925120327746819

Received from

: LIKOMA PHARMACY

Amount

: 100,000.00

Amount in Words

: One 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 -

PREMISE ALTERATION

Total Billed Amount:

100,000.00

100,000.00 (TZS)

Bill Reference

: 16209120251757523532

Payment Control Number : 991620303577

Payment Date

: 2025-04-30 09:26:04

Issued by

: Zena Mango

Date Issued

2825-04-30 09:33:58

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)

991620303577.

Alphie 109,000f,
PAEMISE Attention
POF.14
30/4/2025





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

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

Dodoma.
1. PREMISES LOCATION 2. BUSINESS NAME 3. BUSINESS OWNERSHIP
NAME OF PREMISES: LIKOMA PHARMACT FIN 010338/ TYPE OF BUSINESS: Retail Pharmacy Wholesale Pharmacy Warehouse
PHYSICAL ADDRESS:  Plot No. 24 Street: LIKOMA / PEMBA Ward. KARIAKOO  District/Municipal. ILALA Region: DAR ES SALAAM  POSTAL ADDRESS: 17 NG FRENGERE Contact. No. 0655490530  E-mail: hKarume 2. Gmail Com
OWNERSHIP:  Directors (Names): 1. HASSAN PASHIS PARENT Qualification: EVG/NEGRANG  2. Qualification: Qualification:
SUPERINTENDANT INFORMATION:  Full Name: CHELEGA .N. CHUKILI 20 PIN: 0101115  Residential Address: Tel: Email:  Contract commencement date: Cessation date.
SECTION B: PROPOSED CHANGES:  NAME OF THE NEW PREMISES:  LIKOMA PHARMACY  TYPE OF BUSINESS: Retail Pharmacy Wholesale Pharmacy Warehouse
PHYSICAL ADDRESS:  Plot No. 24 Street LI KOMA / PEMBA Ward KARIAKO D  District/Municipal / LA LA Region DAR ES SALAAM  POSTAL ADDRESS: // NGEREAS LECONTACT, No.

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)
Directors (Names):  1 SUNDAY C. MWERA Qualification: PHARMACUT  2 FDINGTON NKUBA Qualification: PHARMACUT
Qualification:
SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)  Full Name: SUNDAY C: MWERA PIN: 0102052  Full Name: DAR-EJ-JAHAMTel: Email: Kombora mwera @gmail.com  Residential Address: DAR-EJ-JAHAMTel: Cessation date 02/62/2026  Contract commencement date: 04/02/2025 Cessation date 02/02/2026
TO BEASON(S) FOR PARTICULAR ALTERATION
Occupational transfer
1
2
SECTION D: APPLICANT INFORMATION  Name of Applicant: SUNDAY C MWERA  (Contact/email if different from the above)  Address: DAR BS SALARM Tel: 0785589621 E-mail: Kombora mwera @ gmail. Com  Signature of Applicant. Date 3/04/2025
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
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
Memorandum of Understanding
Certificate of registration from BRELA
5 Copy of Director(s) ID
Original Premises Registration Certificate (For Alteration No. 1 or 2)





### 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

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DAR ES SALAAM

Tax Certificate Number:

571-0216-9661

Issuing Office:

Kariakoo

Telephone:

Date of issue:

30 September 2024

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Expiry Date:

31 December 2024

HASSAN RASHID KARUME			
NJOO PHARMACY  174-943-850   Vet Registration Number			
174-943-850	Vat Registration Number		
	23-4 administration		
	NJOO PHARMAC		

Business Premises located at:

REGION: DAR ES SALAAM,

DISTRICT: ILALA,

STREET: LIKOMA/PEMBA

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):

Activity for Non Business Purposes

Retail sale of pharmaceuticals in pharmacy

Alfred T. Mregi COMMISSIONER FOR DOMESTIC REVENUE

30 September 2024

#### Disclaimer:

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- 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

0

3. This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.



### United Republic of Tanzania Business Registrations and Licensing Agency



Application for Registration of Business Name Business Names (Registration) Act (Cap 213)

APPLICATION

Tracking number

Application date

APPLICANT

National ID

Name

Gender

Date of birth

**Nationality** 

E-mail Address

Mobile Phone Numbers

Can this person update data in ORS?

This person is empowered to assign persons

who can update data in ORS

INFORMATION ABOUT BUSINESS NAME

Business name

Business name owner type

PRINCIPAL PLACE OF BUSINESS

Principal place of Business

P.O. BOX

E-mail

Mobile Phone Number

BUSINESS ACTIVITY

Name of activity

G250121-4219

21/01/2025 08:49:11

19921108121100000220

SUNDAY CHARLES MWERA

Male

08/11/1992

Tanzanian

komboramwera@gmail.com

0785589621

Yes

Yes

LIKOMA PHARMACY

Partners

Region Dar Es Salaam, District Ilala CBD, Ward Kariakoo, Postal code 11106, Street LIKOMA NA PEMBA, Road LIKOMA,

Plot number 24, Block number 24, House number 24

65141

komboramwera@gmail.com

0785589621

8620 - Medical and dental practice activities Main

#### OWNERSHIP

#### OWNER 1

National ID

Name

Gender

Date of birth

Nationality

E-mail Address

Mobile Phone Numbers

Residential address

Is bank account operator?

Can this person update data in ORS?

OWNER 2

National ID

Name

Gender

Date of birth

Nationality

E-mail Address

Mobile Phone Numbers

Residential address

is bank account operator?

Can this person update data in ORS?

19980331334250000124

EDINGTON REUBEN NKUBA

Male

31/03/1998

Tanzanian

edingtonnkuba03@gmail.com

255734249076

Region Dar Es Salaam, District Kinondoni, Ward Msasani, Postal code 14111, Street msasani, Road msasani, Plot number

34, Block number 34, House number 34

Yes

No

19921108121100000220

SUNDAY CHARLES MWERA

Male

08/11/1992

Tanzanian

komboramwera@gmail.com

0785589621

Region Dar Es Salaam, District Ilala, Ward Kimanga, Postal

code 12104, Street sokoine, Road sokoine, Plot number 20,

Block number 20, House number 20

Yes

Yes

Partner EDINGTON REUBEN

NKUBA

Partner SUNDAY CHARLES

MWERA

### **LEASE AGREEMENT**

Plot No66., Block F Likoma/Pemba Street Dar Es Salaam

- I, MOHAMED SALEH MOHAMED of P.O. Box 1149, Dar Es Salaam (hereinafter called the Lessor) of one hereby agree to lease part of the right of occupancy to LIKOMA PHARMACY of Dar es Salaam (hereinafter called the lessee) of the other part.
- 1. Description of the land to be demised.
- 1<sup>st</sup> shop, plot No. 66, blocks F, Likoma/Pemba street, Dar Es Salaam.
- 2. Duration / Type of lease.
- 1 Year from 07th January 2025 to 06th January, 2026
- 3. Purpose of Lease.

commercial

(a) Rent

TZS 700,000 (Seven hundred thousand Tanzanian shillings only) only per month payable for 6 months in advance.

(b) Mode of payment

Cash at the time of execution of his lease as per 4a above.

4. Date of execution of lease

07th January, 2025

5. Date of delivery o the possession of the demised land to the lessee 08<sup>th</sup> January, 2025

#### Covenants to the lessee

- (a) To pay the rent reserved on the day and in the manner aforesaid.
- (b) To pay electricity and water bill on the demised premises each month regularly.
- (c) To permit the lessor and his agents at all reasonable times to enter and examine the state of repair of the premises, and in case of rent default right of entry is given to the lessor.

- (d) To abide by the regulations governing commercial apartments, especially with regard to city regulations in respect of garbage and refuse.
- (e) Not to make any alteration or addition to the demised premises without lessor's consent in writing. However minor repairs allowed at lessee's expense.
- (f) Not to assign, underlet or part with the possession of the demised premises or any part thereof without the consent of the lessor.
- (g) Not to use or suffer the demised premises or any part thereof for any illegal or immoral purposes or for any hazardous material.
- (h) Not to operate any sound producing equipment beyond a level of annoyance to neighborly relations with other persons residing or working in the building.
- (i) To yield up the demised premises in good condition at the expiration of the lease term hereby granted.
- (j) Not to claim any alternative accommodation from the lessor nor claim any compensation if the premises is destroyed by fire or otherwise or if it becomes uninhabitable for one reason or the other.
- (k) To pay 10% withholding tax, pay and obtain receipt from the income Tax Department and supply a copy of the said receipt to the lessor.
- (I) To pay 1% stamp duty on this contract of lease.
- (m) Not to run any illegal business on the premises
- (n) To deposit one month rent as guarantee payment for any loss or damages done in the apartment.
- (o) No permanent parking AND Parking at owner's risk

#### 8. Covenant by the Lessor

That the Lessee paying the reserved rents observing the stipulation herein on their part contained shall peacefully enjoy the demised premises without any interruption by the Lessor or any claiming under or in trust for the Lessor. The Lessor will pay all its legal dues such as Land rent, property Tax, insurance of the premises etc.

#### 9. Option to review

Lessor reserves the rights to new.

#### 10. Notice

Either party give 30 days' Notice of it is intention to terminate the contract during the period of it is subsistence.

SIGNED and DELIVERED by the said )  MOHAMED SALEH MOHAMED )  who is known to me personally/identified )  to me byin my presence this )  dateof	MOHAMED SALEH MOHAMED
SIGNATURE SIGNAT	E Con Note To 2
SIGNED and DELIVERED by the said EDINGTON R. NKUBA who is known on behalf Of LIKOMA PHARMACY to me personally/ Identified to me by in my presence this date	) ) ) EDINGTON R. NKUBA
POSTAL ADDRESS. 65141 DTM  QUALIFICATION. 65141 DTM	A DVO CASE South Commissioner Indian



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

## 19980331-33425-00001-24 MA: EDINGTON REUBEN Gleen Name

JIMA LA MWISHO: NICURA

TANEHE YA KUZALIWA 131 MAR 1308 3

100 g Z 36 1 2 2 2

E Mally

MASHO WA MATURIES: 11 JUL 2020



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD



Kitanbulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Huruhusiwi kukitanpia mabadiliko ya aina yeyote wala kumpatia mtu ambaye haruhusiwi kukitumia. Kama kikirotes, au kuharibiwa taarifa kamili lazima itolewe Kituo cha Peliei na Ofisi ya NIDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania liiyo karibu. The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tempered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

Nummer



## JAMHURI YA MUUNGANO WA TANZANIA

## KITAMBULISHO CHA TAIFA

THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

# 19921108-12110-00002-20

JINA LA KWANZA: SUNDAY

First Nome

MASHA YA KATI : CHARLES

Middle Name

JINA LA NIWISHO: MWERA

Lost Nome

M : Dat

Sex

MWISHO WA MATUMIZI: 29 JUN 2025

Expiry Date



### SUBLEASE AND SALE OF BUSINESS AGREEMENT

#### BETWEEN

## HASSAN RASHID KARUME (SUB-LESSOR)

NA

EDINGTON R. NKUBA & SUNDAY CHARLES MWERA (SUB-LESSEES)

LIKOMA PHARMACY SITUATED AT PLOT NO LIKOMA STREET, KARIAKOO AREA IN ILALA DISTRICT, DAR ES SALAAM

### SUBLEASE AND SALE OF BUSINESS AGREEMENT

THIS SUBLEASE AND SALE OF BUSINESS AGREEMENT is made this 1.3... day of January, 2025.

#### BETWEEN

**HASSAN RASHID KARUME** of BLOCK D 12, BANANA AIRWING AREA, DAR ES SALAAM (hereinafter referred to as "**THE SUB-LESSOR**" which expression shall where the context so admits include his successor and Assignee) of one part.

#### AND

EDINGTON R. NKUBA of P.O Box 31532, BLOCK 34, MSASANI, DAR ES SALAAM & SUNDAY CHARLES MWERA of P. O. Box 65141, BLOCK 20 SOKOINE, TABATA, DAR ES SALAAM (hereinafter referred to as "SUBLESSEE") which expression shall where the context so admits include their successors and Assignees of the other part.

WHEREAS the SUB-LESSOR is the absolute Lessee of the Premise situated at PLOT NO BLOCK ...., within LIKOMA STREET, KARIAKOO AREA in ILALA DISTRICT, DAR ES SALAAM hereinafter referred to as the "Demised premise", whereby he is doing business of pharmacy by the legal name of LIKOMA PHARMACY.

WHEREAS the Sub-Lessor has decided to sublease the premise and sale his business of the Pharmacy together with all products and improvements therein.

WHEREAS all rights and duties described below shall be assumed by the sublessee for the term of the sublet agreement specified below.

WHEREAS the sub-lessor acknowledges that he has sought and received permission to sublet this demised premise. The sub-lessees acknowledge receipt of the original lease and agrees to be bound by the terms of the original lease consistent with this sublease agreement effective.

WHEREAS the Original Lease is still valid and subsisting for the period of Six (6) months subject to renewal. and

**AND WHEREAS** the Lessor wishes to let to the Lessee and the Lessee wishes to take the demised premises on the terms and conditions herein after appearing.

#### **NOW THEREFORE THIS AGREEMENT WITNESSES** as follows:

1. The Sub-Lessor hereby demises unto the Sub-Lessees the demised premise together with all business, products and improvements there for

the Sub-Lessees to hold the same for the remaining term of six (6) months subject to renewal with effect from signing date.

- 2. The total price of the sublease of the demised premise and sale of business and all products attached to shall be **T.Shs. 10,000,000/=** (Say Tanzanian Shillings Ten Million Only) payable in lump sum and in advance through Sub-Lessor's Account at NMB Bank Account No. 21110005068.
- 3. That the Sub-Lessor undertakes to make the premise available for use by the Sub-Lessees free from any interference from any person after execution of this agreement and the Sub-Lessees shall be entitled to enter, occupy and doing business of pharmacy on the said premise on the said date.
- 4. The Sub-Lessor commits himself to help the Sub-Lessees to enter another Lease Agreement with the Lessor if they need to do so.
- 5. That the Sub-Lessor shall hand over all the original documents pertaining to the premise, products bought and any improvements made to the demised premise including the Original Lease Agreement proving that the Sub-Lessor leased the demised premise all licences and permits pertaining to the business.
- 6. That the Sub-Lessor hereby covenants with the Sub-Lessees that the lease of the demised premise and business of pharmacy together with all products attached to is his, and if the Sub-Lessees loose ownership of the lease of demised premise and business of pharmacy together with attached products due to the fact that the Sub-Lessor has no right to the Demised premise and business of pharmacy then the Sub-Lessor shall refund all the money paid to him by the Sub-Lessees.
- 7. Notwithstanding any other provision of this Agreement, the Parties acknowledge and agree that, upon the expiry or early termination of the Original Lease for any reason whatsoever, this Agreement shall partly end in part of Sublease on and from the day on which the Original Lease expires or is terminated. If this Sublease ends pursuant to this clause, then:
  - a. that does not affect the Sub-Lessor's or the Sub-Lessee's rights relating to any breach of this Agreement which occurred before the Sublease ended; and
  - b. the Sub-Lessees releases and forever discharge the Sub-Lessor its officers, employees, agents, contractors and invitees from all liability, demands or claims which the Sub-lessees have or may have, or but for the execution of this Sublease would have had, arising from or in connection with the expiry, end or termination of this Sublease prior to the Expiry Date.

- 8. The terms of the Original Lease shall apply to this Agreement in part of Sublease part to the extent that they are not inconsistent, the provisions in, this Sublease:
  - a. with all necessary changes made;
  - b. to the full extent to which they can apply to this Sublease and to the Premise;
  - c. with the following changes:
    - i. a reference to the Original Lease is treated as a reference to this
    - ii. a reference to the lessor under the Original Lease is treated as a reference to the Sub-Lessor under this Sublease;
    - iii. a reference to the lessee under the Original Lease is treated as a reference to the Sub-Lessees under this Sublease;
  - iv. a reference to the Original Lease Premise is treated as a reference to the Premise; and
- If there is any inconsistency between this Agreement and the provisions of the Original Lease as incorporated in this Agreement this Agreement
   This Agreement
- 10. This Agreement is to be construed in accordance with, and any matter related to it is to be governed by, the law applying in Tanzania.
- 11. This Agreement contains the entire agreement and understanding between the Parties on everything connected with this Agreement, and connected with this Agreement or understanding on anything 12. If any parties a
- If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still stand.
- 13. The Original Lease is attached. The terms of the Original Lease are incorporated into this Agreement. The Sub-lessee agrees to assume the obligations and responsibilities of the Sub-lessor beginning on the signing date of this Agreement and continuing until the date of termination.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

Sub-lesso Signed:	to there
Name:	HAWAN RASHID RAPUTINE
Date:	13 JAN 25
Before Me:	
Name:	Kelvin Gadi
Address:	P.O BOX 5030 DSM
Signature: Qualificatio	
Sub-lessee	S torons
Signed:	
Name:	EDINGTON R NKUBA
Date:	13th JAN 2025
Signed:	hdy
Name:	SUNDAY C. MWERA
Date:	13th JAN 2025
Name:	Kelvin Gadi
Address:	P.O BOK 5030 DSM (T)
Signature: Qualification	COMMISSIONER FOR OATHS
Lessor Appr By signing be on the terms of	
Signed:	BICG
Name:	Mohamed Saleh Mohamed
Date:	13 th JAN 2025

## **PARTNERSHIP DEED**

**BETWEEN** 

EDNGTON R. NKUBA
AND

**SUNDAY CHARLES MWERA** 

FOR OPERATING LIKOMA PHARMACY

**DRAWN BY** 

**PARTIES** 

### PARTNERSHIP DEED

This Partnership Deed is made this At day of January 2025

#### BY AND BETWEEN

**EDNGTON R. NKUBA**, of Postal Office Box Number 31532, Block 34, Msasani Dar es Salaam (Hereinafter referred as "**Full-time Partner**" which the expression shall where the context so admits include his Successors or Assignees of one part;

#### AND

**SUNDAY CHARLES MWERA**, of Postal Office Box Number 65141, Block 20 Sokoine, Tabata, Dar es Salaam (Hereinafter referred as "**Licencing Partner**" which the expression shall where the context so admits include his Successors or Assignees of another part;.

#### 1. Interpretation

In this Deed, unless the context otherwise requires:

'THIS DEED' means this Deed and its Schedules, as amended or supplemented at the relevant time;

'THE CESSATION DATE' means, in relation to a Former Partner, the date on which it ceased to be a Partner;

'CONTINUING PARTNERS' means those persons who, on a change of Partners, continue as Partners;

'FORCE MAJEURE' means, in relation to any Partner, any circumstances beyond the reasonable control of that Partner (including, without limitation, any strike, lock-out or other form of industrial action);

'FORMER PARTNER' means a person which, at the relevant time, has ceased to be a Partner;

'A MAJORITY OF THE PARTNERS' means Partners who at the relevant time are entitled in aggregate to more than 50 per cent of the Profit;

'NEW PARTNER' means any person who is appointed as a partner in the Partnership at any time after the date of this Agreement;

'PARTNER' means each party to this Agreement and each New Partner which, in either case, remains a partner in the Partnership at the relevant time; and 'the Partners' means those persons collectively;

'THE PARTNERSHIP' means the partnership constituted by this Deed;

'THE PARTNERSHIP [ACCOUNTANTS] [AUDITORS]' means the chartered accountants who at the relevant time are appointed under clause 8.1 as the [accountants] [auditors] of the Partnership;

'PARTNERSHIP ACCOUNTS' means each profit and loss account and balance sheet prepared, audited and approved and certified pursuant to clause 8;

'THE PARTNERSHIP BUSINESS' means the business referred to in clause 2.1;

PARTNERSHIP YEAR' means each period of 12 months ending on 30<sup>th</sup> June every year or any other period determined by the partners;

'PROFIT' for any Partnership Year means the profit of the Partnership as shown by the Partnership Accounts for that Partnership Year, and 'Loss' has a corresponding meaning; and

'THE RELEVANT RATIO' means the respective proportions in which the Partners are entitled to share in the Profit from time to time.

- 1.2 Each reference in this Deed to:
- 1.2.1 'writing' and cognate expressions includes a reference to any communication effected by telex, facsimile transmission or any comparable means;
- a written resolution or instrument being 'signed' by any Partner includes, in the case of such a communication, a reference to its being sent by and in the name of that Partner;
- a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time; and
- 1.2.4 a clause or Schedule is a reference to a clause of or a Schedule to this Deed.

1.3 The headings in this Deed are for convenience only and shall not affect its interpretation.

#### 2. Constitution of the partnership

- 2.1 With effect from the commencement of business the Partners shall carry on in partnership the general business of operating a Pharmacy situated at Plot No. ..., Likoma Street, Kariakoo Area, Ilala District in Tanzania such as supplying, procuring, importing, selling and buying of pharmacy products as well as pharmacy equipment and appliances and such other equipments and activities as the Partners may decide, on the terms of this Deed.
- 2.2 The Partnership Business shall be carried on under the name of LOKOMA PHARMACY or such other name as the partners may from time to time decide.
- 2.3 The Partnership shall only be terminated in accordance with clause
- 2.4 The Partnership Business shall be carried on in Tanzania mainland and in Zanzibar Islands and such other place or places as most of the Partners may from time to time determine.
- 2.5 Any individual may be appointed as a partner in the Partnership provided:
- 2.5.1 the appointment is approved by the Partners; and
- 2.5.2 the individual in question first enters into a written agreement with the Partners, in such form as the existing or founder partners may specify, to be bound by the terms of this Deed.

#### 3 Partnership capital and other financing

- 3.1 The capital of the Partnership shall be such amount as most of the Partners may from time to time determine and shall be contributed and maintained by the Partners by Each partner contribute an equal share of the initial capital required to start the business.
  - Initial contributions by each partner: 10 Millions TZS each.
  - Additional capital contributions, if required, will be contributed equally or as mutually agreed upon.

- Each Partner shall be entitled to withdraw from the Partnership at any time any amount by which its contribution to the capital of the Partnership exceeds the amount required to be contributed by it under clause 3.1.
- Any Partner may with the agreement of the Majority of the Partners introduce any sum of money as further capital for use in the Partnership Business on terms that any further capital so introduced:
- 3.3.1 shall be treated as a loan to the Partnership and not as part of that Partner's contribution to the capital of the Partnership, and shall be held to the credit of that Partner's capital account;
- 3.3.2 shall carry interest at a prevailing commercial rate per annum.
- may be withdrawn only after the expiry of at least One month upon giving months' prior written notice to the other Partners by the Partner proposing to make the withdrawal.
- Any further working capital required for the Partnership Business and agreed upon by the partners from time to time shall be borrowings.

## 4 Partnership assets and liabilities

- The goodwill of the Partnership Business which shall be deemed to be of no value and all other assets of the Partnership shall belong to the Partners in the Relevant Ratio.
- 4.2 Any Partner or Former Partner in which any asset of the Partnership is vested shall hold that asset in trust for the Partners.
- There shall be no apportionment of income or work in progress immediately following any change in the Partners.
- 4.4 A Full-Time Partner shall manage daily operations, staffing, customer service, inventory management, and financial reporting. Ensure the smooth functioning of the business and compliance with operational standards.

4.5 A Licensing Partner shall provide his valid pharmacy license for business operation and regulatory compliance. Ensure the license remains active and participate in professional oversight when

#### 5 **Compensation Structure**

- 5.1 License Compensation: The Licensing Partner will receive a monthly compensation of 1 million TZS for the use of their license. 5.2
- Full-Time Work Compensation: The Full-Time Partner will receive a monthly compensation of 1 million TZS for their active involvement 6

## Profits and losses

- 6.1 Subject to the following provisions of this clause 5 the Partners shall share the Profit for each Partnership Year in the relevant proportions of their contributions. 6.2
- The Partners shall bear any loss for any Partnership Year in the Relevant Ratio.
- 6.3 If any person is a Partner for part only of a Partnership Year, the share of any Profit or Loss for that Partnership Year to which that Partner is entitled shall be computed by applying to the Profit or Loss for the whole of that Partnership Year a fraction of which the denominator is the number of days in that Partnership Year and the numerator is the number of days in that part.

#### 7 Distributions

7.1 As soon as practicable after the last day of each Partnership Year and at such other times as the Majority of the partners may determine a distribution shall be made to the Partners on account of their shares of the Profit for that Partnership Year of such aggregate amount (if any) as the Majority partners determine, having regard to the cash flow and any other financial requirements of the Partnership, and except as otherwise determined by the Majority partners shall be divided between the Partners in the Relevant Ratio and debited to their current

- Following the end of each Partnership Year, each Partner's current account shall be credited or (as the case may be) debited with its into account any amount which has been credited or debited to that Partner's current account during that Partnership Year debit balance on that current account, that Partner shall, unless the Majority partners otherwise determines, pay to the Partnership a the Majority of the partners may determine from the date on which 8.5.
- Subject to the provisions of clause 7.2, no Partner shall without the previous consent of the Majority of Partners permit a debit balance to arise on its current account, and each Partner shall at the request of most of the partners forthwith pay to the Partnership the amount of any such balance.
- 7.4 Without prejudice to clause 7.3, if there is at any time a debit 7.4.1
- except in respect of any part of that debit balance which is attributable to its share of any Loss for any Partnership Year and is paid to the Partnership in accordance with clause 7.2;

## 8 Partnership accounts

- The Auditors of the Partnership shall be such firm of accountants as the Management Committee may from time to time appoint.
- A profit and loss account of the Profit or Loss of the Partnership for each Partnership Year and a balance sheet of the assets and liabilities of the Partnership at the end of that Partnership Year shall, in accordance with the following provisions of this clause, be prepared, audited and certified by the Partnership Auditors.
- 8.3 Each profit and loss account referred to in clause 8.2 shall be
- in accordance with generally accepted accounting principles and practices, all outgoings and income of the Partnership for that Partnership Year (including any item which under any provision of this Agreement is to be treated as an outgoing or income) being

debited or credited as appropriate, and with such provisions or reserves being made for tax or other matters as the partners may determine; and

- otherwise in a form and on a basis which, except to the extent that the partners may from time to time determine, are consistent with for the preceding Partnership Year were prepared.
- Once the Partnership Accounts for any Partnership Year have been approved by the partners and certified by the Partnership Auditors they shall forthwith be circulated among the Partners and any Former Partner who had an outstanding credit balance on its capital account or current account at the end of that Partnership Year and shall be binding on all the Partners and Former Partners.
- If any manifest error is found in any Partnership Accounts within two years after they have been circulated pursuant to clause 7.5, the error shall forthwith be rectified.

## 9 Management of the partnership

- 9.1 The Partnership Business shall be managed on behalf of the Partners by a chairman who shall be constituted in accordance with the provisions of Schedule 2 as soon as practicable after the signing of this Agreement.
- 9.2 No Partner shall undertake any activity in connection with the Partnership Business except with the authority of the Chairman.
- 9.3 The Partners shall procure that Chairman acts in all respects in conformity with this Agreement.

### 10 General provisions

- 10.1 Each Partner shall, except as otherwise provided by this Agreement or to the extent that he is prevented by Force Majeure, devote to the Partnership Business the whole of that Partner's corporate resources or individual resources.
- 10.2 Each Partner shall always duly and punctually pay and discharge its separate debts and obligations and shall indemnify the other Partners and all Former Partners against all such debts and

obligations and all actions, proceedings, costs, claims and demands in respect of them.

- Each Partner shall show the utmost good faith to the other Partners in all matters relating to the Partnership Business or the management of the Partnership and give full details of such matters to the other Partners whenever reasonably required.
- All accounting records and other documents relating to the Partnership Business or the management of the Partnership shall authorised representatives of each Partner shall have free access to and the right to inspect and copy them.
- The bankers of the Partnership shall be at such a bank or banks as the partners may from time to time determine.
- The provisions of Schedule 3 shall apply with regard to the transfer of each Partner's share in the Partnership.

### 11 Termination

- Except as otherwise provided by this Agreement, a Partner may only withdraw from the Partnership with the consent of the other Partner.
- 11.2 If any Partner:
- purports to assign, mortgage, charge or otherwise dispose of its share in the Partnership or any interest therein;
- commits any serious breach or commits persistent breaches of any of the provisions of this Agreement or acts in any manner inconsistent with the good faith properly to be observed between partners;
- any other Partner shall be entitled to terminate the Partnership by giving One months' written notice to that Partner.
- The rights given by clause(s) 10.2 are without prejudice to any other right or remedy of any Partner.

#### 12 Restrictions on activities

- 12.1 Each Partner undertakes with the other Partner and with each of
- 12.1 he or she shall not, at any time within the specified period referred
- 12.1.1 solicit, or endeavour to solicit, any business like the Partnership Business from any person who has, at any time during the period of two years ending on that date, been a customer of the Partnership; or
- 12.1.2 induce, or endeavour to induce, any person to leave the employment of the Partnership or any Partner to retire from the
- 12.1.3 shall not, at any time after the date on which she or he ceases for any reason to be a Partner, carry on any business similar to or in competition with the Partnership Business under any name or style which contains the name Subvic Distributors or any name or style which is confusingly or deceptively similar to that name or any other name or style under which the Partnership Business has been carried or which has been used in connection with the Partnership Business on or before that date and.
- 12.1.3 shall not, at any time within the specified period referred to in clause 12.1.1, carry on or be engaged or interested, either directly or indirectly, in the business of Educational, Analytical Instruments or any business which is similar to or competes with any business
- 12.2 For the purposes of clause 12.1:
- 12.2.1 the specified period is two years from the date on which the Former Partner in question ceased to be a Partner; 12.3
- Each of the obligations contained in clause 12.1 shall be a separate and several obligation.
- 12.4 The provisions of clause 12.1 are considered by the parties to be reasonable in all the circumstances; but if any of those provisions is held by any Court or other competent authority to be void or unenforceable in whole or in part, this Agreement shall continue to

be valid as to its other provisions and the remainder of the affected provision.

### 13 Disputes

Except as provided in clause 9.5, any dispute arising out of or in connection with this Deed or the Partnership involving a Partner or Former Partner shall be referred to a single arbitrator appointed by agreement or, in default of agreement, between the parties to the dispute within 28 days of a request for a reference to arbitration.

### 14 Notices and service

- Any notice or other information required or permitted to be sent to any Partner or Former Partner under this Agreement shall be given by:
- 14.1.1 delivering it by hand;
- 14.1.2 sending it by prepaid registered post; or
- 14.1.3 sending it by telex, cable, facsimile transmission, e- mail or comparable means of communication;

to that Partner or Former Partner at the address given in clause 14.

- Any notice or information given by post in the manner provided by
- which is not returned to the sender as undelivered shall be deemed to have been given on the seventh day after the envelope containing it was so posted; and proof that the envelope containing any such notice or information was properly addressed, prepaid, registered and posted, and that it has not been so returned to the sender, shall be sufficient evidence that the notice or information has been duly given.
- Any notice or information sent by telex, cable, facsimile transmission, email or comparable means of communication shall be deemed to have been duly sent on the date of transmission, provided that a confirming copy of it is sent as provided in clause 14.1.2 to the person in question at the addresses given in accordance with clause 14.4 within 24 hours after transmission.

14.4 Service of any document for the purposes of any legal proceedings concerning or arising out of this Agreement shall be effected by any Partner or Former Partner by causing it to be delivered to the person in question to such address, or in the case of a corporation to its registered or principal office or such other address, as may be notified to that Partner or Former Partner by the person in question

#### 15 Miscellaneous

- 15.1 Each party shall from time to time (both during the continuance of this Agreement and after its termination) do all such acts and execute all such documents as may be reasonably necessary to give effect to the provisions of this Agreement. 15.2
- The parties shall bear their own costs of and incidental to the preparation, execution and implementation of this Agreement.
- 15.3 No delay on the part of any Partner or Former Partner or the Partnership in exercising any right or making any claim under this Agreement is (unless specifically agreed in writing) to be regarded as a waiver of that or any other right, entitlement or claim.
- 15.4 This Agreement supersedes with effect from 1st June 2005 any deed or agreement under which the Partners have previously carried on business in partnership, without prejudice to any accrued rights.
- 15.5 This Agreement contains the entire agreement between the parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised
- 15.6 Each party acknowledges that, in entering into this Agreement, it does not do so on the basis of, and does not rely on, any representation, warranty or other provision except as expressly provided in this Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest 15.7
- This Agreement shall be governed by and construed in accordance with Tanzanian law and subject to clause 13 each Partner shall submit to the jurisdiction of the Tanzanian Courts.

### **SCHEDULE 1**

## **PARTNERS' NAMES AND SHARES**

1. Mr. Edington R. Nkuba 50%

2. Mr. Sunday Charles Mwera 50%

#### **SCHEDULE 2**

## THE MANAGEMENT COMMITTEE

### 1. Appointments

Each Partner shall be entitled to appoint chairman to manage the affairs of the partnership business. All appointments and removals shall be made by notice in writing given by the Partner making the same to the other Partner and shall take effect on the date specified in the notice or, if no such date is specified, on the date when the notice is given.

### 2. Quorum

The quorum for all meetings of the partners shall be two third of partners.

## 3. Decisions of the partners

No decision of the partners shall be validly taken unless approved by a majority of the votes entitled to be cast at that meeting or by a written instrument unanimously approved by all those entitled to attend and vote at such a meeting. Any such instrument may consist of one or more written documents in identical form signed by those so entitled.

### 4. Meetings

The partners shall meet once every month or more frequently as the partners may determine. The dates and times of the meetings of shall be decided by it, provided that any member may call a meeting of the Management Committee on [seven] days' notice to the other members.

### 5. Secretary and minutes

The partners shall appoint a secretary who shall attend all its meetings and take minutes. 6. Notices

Notice of any meeting may be given to all partners either personally or by sending it by post or telex to him or to his address as notified to the Chairman, and all notices shall be effective upon receipt.

WE, the several persons whose names, signatures, addresses and descriptions are desirous of being formed into a partnership in pursuance of this partnership deed and

IN WITNESS WHEREOF the parties to this deed have set their hands on the

Signed and delivered by the said EDINGTON R. NKUBA	)	Edirgton R. NKUD
Signed and delivered by the said SUNDAY CHARLES MWERA	)	988849809BBBBBBBBBBBBBBBBBBBBBBBBBBBBBBB
WITNESS to the above clare-		Sunday Charles Mwera

WITNESS to the above signatures:

Signature:

Qualification:

ADVOCATE/NOTARY PUBLIC

DRAWN BY:-

**Parties** 



### THE UNITED REPUBLIC OF TANZANIA

#### MINISTRY OF HEALTH



#### PHARMACY COUNCIL

# DECLARATION FORM FOR PHARMACY OWNERS WHO ARE PHARMACEUTICAL PERSONNEL (Made under Section No. 43 (1) (a) of the Pharmacy Act 2011)

Cadre: Pharmacist Pharm. Technician Pharm. Assistant Pharm. Dispenser
Owner's Responsibilities: Superintendent Other Pharmaceutical Personnel
(PIN) 0102052 of Year 2020, residing at Tabata district, in Hala Dar es-Salaa Region, Hereby declares that:
I am a Sole proprietor/shareholder of pharmaceutical business named LIKOMA PHARMALY, with Facility Identification Number (FIN) D102321 of year 2524, located at [[a]a District, Dartes-Galam Region with a Business Tax Identification Number (TIN) 180-310-320 (TIN Certificate to be attached)***
As the owner of the named pharmacy, I shall abide to all obligations as a proprietor and I will comply with the Laws, Regulations, Guidelines and Standards prescribed by the Council and other relevant authorities in running the business of a pharmacist.
In case I fail to adhere to these legislations, I shall be responsible and liable for being subjected to a professional misconduct.
Phone: 078558 9621 Email Address: Komboramodera@gmail, com Signature: Date: 05/05/2025
NOTE: This form shall be a substitute of the Contract agreement to pharmacists / Other Pharmaceutical Personnel who owns a pharmacy at same time they are superintendent/practice as other pharmaceutical personnel in the pharmacy.  In this case, the owner shall abide to obligations/ scope of practice as stated under The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) Regulations, 2020.
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# AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

### BETWEEN

EDINGTON NKUBA
(PROPRIETOR)

AND

SUNDAY C. MWERA
(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST
This Agreement is made on this O4th day of February 20 25
RETUALITA
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or his legal representative of his business, of one part;
AND
SUNDAY & MWERA

supervises a business of a pharmacist (hereinafter referred to as the SUPERINTENDENT) of another part.

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

**AND 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;

AND 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;

AND WHEREAS the proprietor and superintendent (together referred as "the Parties") are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

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

## AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

#### 1. Interpretation:

In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:

"Act" means the Pharmacy Act, [Cap 311 R:E 2002] Laws of Tanzania.

"Agreement" means this 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;

"Council" means the Pharmacy Council established under section 3 of the Act.

"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.

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

"Proprietor" means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

"Registrar" means Registrar of the Council appointed under Section 11 of the Act

"Superintendent" means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under 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 effect	tive for a period of twelve (12) months, commencing from	
the 4th day of R	20 25 to 3rd day of Feb 20 2 6	
	0 day 01 1 eb 20 2 6	

### 3. Commencement of Supervision

The sup	erinten	dent shall	commen	ce management	and arm	liter ou	ove named Phari	
the	414	_day of	Feb	20_ <b>2</b> 5	and super	vision of the ab	ove named Phari	macy on

### 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 allowance/emoluments of TZS

  discharging his duties and functions as per this Agreement.
  - (a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the 1<sup>st</sup>day of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.
  - (b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for ten (10) days without any justifiable cause, the Superintendent shall treaty such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the 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 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.
- 4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.
- 4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.
- 4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.
- 4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

#### 4.2 The Superintendent;

For an allowance 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 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 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

- 5.1 This Agreement shall be terminated:
  - (a) by automatic termination;
  - (b) by mutual consent, or
  - (c) by Notice
- 5.2 The Agreement may automatically be terminated:
  - (i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.
  - (ii) If the Council cancels the licence, or suspends or removes the name of a Superintendent from the Register due to professional misconducts in accordance with section 45 of the Act.
    Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.
- 5.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

- 5.4 The Agreement may be terminated by notice:
  - (i) By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
  - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

Provided that a written notice under this clause shall be addressed to the other part and copy shall be submitted to the Registrar for notification.

- Notification of termination of the contract to the Registrar shall be accompanied with reasons of termination.
- 5.6 The Parties agree that the Council shall not be obligated to issue another notice of termination but a closure order as per the Act.

#### 6. Dispute Settlement

- 6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.
- 6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- 6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

### 7. Applicable Law and Jurisdiction

- 7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
- 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

8. The Council will accept additional clauses but this Agreement is a generic contract for guidance 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 OAL day of TER SIGNED and DELIVERED at ..... by the said ...... who is known to me personally/identified to me by ..... .....the latter being personally known to me this.....day of......20..... PROPRIETOR In the presence of: Name: KILCOMO MALLINO Address: N.O. BOX GLIMI, INVO Date:.... SIGNED and DELIVERED at .....by the said .....who is known to me personally/identified to me by ..... .....the latter being personally known to me this.....day of......20..... SUPERINTENDENT In the presence of: Name: KILONYON Designation: VITOVO CONE Signature: Addition of the Signature of Address: 1:00 hox 65141, 121m Date: