



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 925038309162011

Received from : ABEDNEGO 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		200,000.00
Total Billed Amount :		200,000.00 (TZS)


Bill Reference : 16209038255955451591

Payment Control Number : 991620298235

Payment Date : 2025-02-07 10:23:07

Issued by : Zena Mango

Date Issued : 2025-02-07 10:28:24

Signature : 

PHARMACY COUNCIL

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: ABEDNEGO PHARMACY FIN: 0200227

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

PHYSICAL ADDRESS:

Plot No. 07 Street: KIPATA/NYAMWEZI Ward: KARIAKOO
District/Municipal: ILALA CBD Region: DAR-ES-SALAAM
POSTAL ADDRESS: P.O. Box 22136 DSM Contact No.
E-mail:

OWNERSHIP:

Directors (Names): 1. R. VEDASTUS A. LYIMO Qualification: BUSINESS MAN
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: DIETRAM SAMSON MHAHISA PIN: 0103449
Residential Address: P.O. Box 9790 DSM Tel: 076404465 Email: mhadisa.dietram19@gmail.com
Contract commencement date: Cessation date:

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: KIMBOCHI PHARMACEUTICALS

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

PHYSICAL ADDRESS:

Plot No. 07 Street: KIPATA/NYAMWEZI Ward: KARIAKOO
District/Municipal: ILALA CBD Region: DAR-ES-SALAAM
POSTAL ADDRESS: P.O. Box 22136 CONTACT No. 0764265619



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
P. O.Box 20950
DAR ES SALAAM

Tax Certificate Number:

121-0013-7822

Issuing Office: Kariakoo

Telephone:

Date of Issue: 09 January 2023

Expire Date: 31 December 2023

Taxpayer Name	VEDASTUS ALOYCE LYIMO		
Trading Name	ABEDNEGO PHARMACY		
Taxpayer Identification Number	118-169-174	VAT Registration Number	
Company Registration Number			

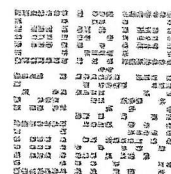
Business Premises located at: Plot Number ; Block Number ; Street- KIPATA

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	Pharmacy
2	
3	
4	

HERBERT M.T KABYEMELA
COMMISSIONER FOR DOMESTIC REVENUE

09 January 2023



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.



PURCHASE AGREEMENT

IN UNITED REPUBLIC OF TANZANIA

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT IS MADE THIS 20 DAY OF NOVEMBER 2024

BETWEEN

ABEDNEGO PHARMACY, a business name duly registered pursuant to and in accordance with the provisions of the **Business Names Registration Act (Cap 213)** in Tanzania of P. O. Box 22136, Dar Es Salaam (*hereinafter to be referred to as "SELLER" which expression shall where the context so admits include its assigns, administrators and successors in title*) of the one part;

AND

KIMBOCHI PHARMACEUTICALS, a business name duly registered pursuant to and in accordance with the provisions of the **Business Names Registration Act (Cap 213)** in Tanzania of P. O. Box 6796, Dar Es Salaam (*hereinafter to be referred to as "BUYER" which expression shall where the context so admits include its assigns, administrators and successors in title*) of the one part;

RECITAL

- A. **WHEREAS**, the seller at its registered office, had resolved that all the business' assets and liabilities to be sold and transferred to the buyer, hence the seller is willing and desirous to sell off its ordinary shares, assets and liabilities to the buyer.
- B. **WHEREAS** the buyer at its registered office, had resolved to purchase all the business' assets and liabilities from the seller, hence the buyer is willing and desirous to purchase all assets and liabilities from the buyer subsequently owning the business.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

1.0 DEFINITIONS

1.1 In this Purchase Agreement unless the context otherwise provides -

“Agreement” means this Purchase Agreement where both parties are desirous to enter into a purchase transaction of the assets and liabilities aforementioned.

“Parties” means the signatories to this Agreement

1.2 References to the singular include, when the context so admits, references to the plural and vice versa.

1.3 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

ARTICLE 2

2.0 CONSIDERATION

2.1 The Parties to this agreement have agreed payment of Tanzanian Shillings Five Million (Tshs. 5,000,000/=) as full purchase price of assets and liabilities of the seller which will be made in one instalment.

2.2 Both parties agree that the aforementioned purchase price shall be disbursed to MR ABEDNEGO, in cash, for he is the sole business owner and bank account operator.

ARTICLE 3

3.0 WARRANTIES OF THE SELLER

3.1 The Seller hereby warrants to the Buyer as follows:

3.1.1 The business is not subject to any other undisclosed mortgages, charges, liens, debts, court orders or other encumbrances of any nature whatsoever;

- 3.1.2** That the execution or performance of the terms and conditions of this Agreement, Deeds and all related documents shall not result in any breach of the Seller other obligations;
- 3.1.3** All negotiations relative to this Agreement and the transactions contemplated hereby have been carried on by the parties and/or their lawful agents, without intervention of any other person or entity in such manner as to give rise to any valid claim against any of the parties herein for a broker's commission, finder's fee or other like payments to any person or entity.

ARTICLE 4

4.0 REPRESENTATIONS AND WARRANTIES OF THE BUYER

- 4.1** The Buyer represents and warrants as follows to the seller and acknowledges that the seller is relying upon such representations and warranties in entering in to this Agreement.
- 4.2** The buyer has good and sufficient power, authority and right to enter onto this agreement and complete the transactions contemplated hereby.
- 4.3** The execution of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by the buyer, and shall not result in a breach of his organizational documents.

ARTICLE 5

5.0 COVENANTS OF BOTH PARTIES.

- 5.1** The seller and the buyer hereby expressly agree that the commencement of this Agreement will take place on the happening of the following events.
- 5.1.1** Attestation of this agreement is effected;
- 5.1.2** That in case there will be any reasonable change in course of implementation of this agreement then the parties will communicate the said change to the other who has got no knowledge regarding the said change.

ARTICLE 6

6.0 THE AGREEMENT

- 6.1 This Purchase Agreement constitutes the entire Agreement between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties;
- 6.2 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.
- 6.3 Any Provision of this agreement, which is or may become prohibited by law or Unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or effecting the validity or enforceability of such provisions.
- 6.4 Both parties agree that the buyer shall bare all government tax liabilities regarding transfer of ownership to the buyer and any other costs regarding the same.

ARTICLE 7

7.0 INDEMNIFICATION

- 7.1 Any party to this contract shall indemnify the other party against all losses arising directly or indirectly out of any act or omission or negligence caused by it or any person expressly or impliedly with its authority and control or any breach or non-observance by either party of the covenants, conditions or other provisions of this Agreement or any of the matters to which this Agreement is subject.
- 7.2 It is hereby agreed by both parties that any breach of the terms of this agreement by both parties rendering the consummation of this agreement impossible, there shall be discussion from both parties of this agreement on how to compensate measurable costs. Failure to that matter will be referred to the competent court of law for adjudication.

ARTICLE 8

8.0 NOTICES

- 8.1 There shall be a 7 days' notice in respect of any breach communicated to the defaulting party for the purpose of rectifying such breach.
- 8.2 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties' addresses;

FOR SELLER:

NAME: ABEDNEGO PHARMACY
P. O. BOX 22136,
DAR ES SALAAM - TANZANIA
Tel No. 0710067794
Email:

FOR BUYER:

NAME: KIMBOCHI PHAMACEUTICALS
P.O. BOX 6796,
DAR ES SALAAM -TANZANIA
Tel No. 0764265619
Email: dannykaren2209@gmail.com.

ARTICLE 9

9.0 DISPUTE SETTLEMENT

- 9.1 Any disputes arising from or in connection with this Agreement shall be settled amicably between the Parties within 7 days following its notification of such dispute to each other, failing which the matter will be referred to a competent court of law for adjudication.

ARTICLE 10

10.0 MISCELLANEOUS PROVISIONS

- 11.1 Each of the parties to this Agreement undertakes to take all steps necessary for its implementation and sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.

- 10.2 The parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by the law.
- 10.3 The Agreement cannot be modified or amended except by a written document duly executed and authorized by each of the parties.
- 10.4 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 10.5 All matters arising from or in connection to this Purchase Agreement shall be governed and construed in accordance with the Laws of Tanzania.
- 10.6 This Agreement shall be in English Language being authentic.

ARTICLE 11

11.0 TERMINATION.

11.1 Termination of this agreement may be effected upon occurrence of the following events:

11.1.1 Upon Breach of the terms of this agreement which has failed to be remedied despite issuance of a 7 days' notice in writing.

11.1.2 Upon occurrence of an event of Force Majeure

11.1.3 Change of Laws and Government Policy that makes the consummation of this agreement impossible.

IN WITNESS WHEREOF, the parties to this Purchase Agreement through their duly authorized representatives have executed this Purchase Agreement on the days and dates set out below, and certify that they have read, understood and agreed to the terms and conditions of this Purchase Agreement as set forth herein.

SEALED with the common seal of
ABEDNEGO PHARMACY (Seller)

And delivered at Dar es Salaam
on this..... day of 2024.



SELLER

NAME: _____
SIGNATURE: _____
POSTAL ADDRESS: _____
QUALIFICATION: _____

In my Presence

NAME: _____
SIGNATURE: _____
POSTAL ADDRESS: _____
QUALIFICATION: _____

SEALED with the common seal of
KIMBOCHI PHARMACEUTICALS (Buyer)

And delivered at Dar es Salaam
on this..... day of 2024.



BUYER

NAME: _____
SIGNATURE: _____
POSTAL ADDRESS: _____
QUALIFICATION: _____

In my Presence

NAME: _____
SIGNATURE: _____
POSTAL ADDRESS: _____
QUALIFICATION: _____

SEALED with the common seal of
ABEDNEGO PHARMACY (Seller)

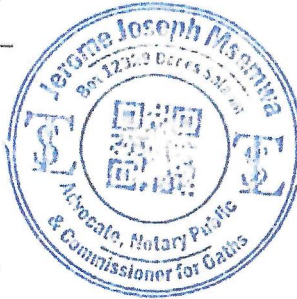
And delivered at Dar es Salaam
on this ..20..... day of ..NOVEMBER 2024.

} _____
SELLER

NAME: A. P. Lemo
SIGNATURE: _____
POSTAL ADDRESS: _____
QUALIFICATION: _____

In my Presence

NAME: JEROME J. MSEMWA
SIGNATURE: _____
POSTAL ADDRESS: 12929, DSM.
QUALIFICATION: ADVOCATE.



SEALED with the common seal of
KIMBOCHI PHARMACEUTICALS (Buyer)

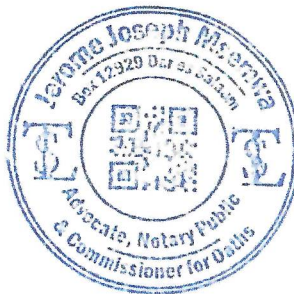
And delivered at Dar es Salaam
on this ..20..... day of ..NOVEMBER.. 2024.

} _____
BUYER

NAME: CAREEN DANNY TEMBA
SIGNATURE: _____
POSTAL ADDRESS: 14111, DSM
QUALIFICATION: BUYER

In my Presence

NAME: JEROME J. MSEMWA
SIGNATURE: _____
POSTAL ADDRESS: 12929, DSM.
QUALIFICATION: ADVOCATE.



MKATABA WA UPANGAJI

MKATABA HUU umefanyika leo tarehe 01 Mwezi 01 Mwaka 2024

KATI YA

BW. VICENT JOHN MMASI

Akiwa ni mtuu binafsi wa S.L.P. 6141 Dar es salaam mmiliki wa simu Na. 0754745623 (ambaye ndani ya mkataba huu atajulikana kama ("Mwenye Nyumba") wa upande mmoja.

NA

RICHARD PAUL MALETO akiwa ni mtu binafsi mmiliki wa Simu Na. 0710067794. Wa Dar es Salaam (ambaye ndani ya mkataba huu atajulikana kama "Mpangaji") wa upande mwingine.

KWA KUWA Bw.VICENT JOHN MMASI ni mmiliki halali wa nyumba iyoopo Kariakoo mtaa wa Kipata kata ya Gerezani, katika Manispaa ya Ilala, Dar es Salaam.

NA KWA KUWA Mwenye Nyumba ameamua kwa hiari yake kumpangisha Mpangaji sehemu ya nyumba hiyo na Mpangaji yuko radhi kupanga kwa ajili ya biashara ya WHOLESale PHARMACY kwenye Mkataba huu kama "Fremu". Mkataba huu utakuwa wa miaka mitano (5) ikiwa mpangaji atakuwa analipa kwa kila mwaka milioni ishirini na kila mwaka kwa miaka mitano bila kupandishiwa kodi.

HIVYO BASI mkataba huu ni ushuhuda wa makubaliano ya pande zote, mbili kama ilivyo hapo chini:

1. Mpanagaji anapanga fremu kwa ajili ya biashara ya WHOLESale PHARMACY.
2. Kwa malipo ya pango ya shilingi million mbili (2,000,000/=) tu. Kwa mwezi, Mpangaji anapanga fremu hiyo kwa kipindi cha miaka mitano (mieazi sitini) kuanzia tarehe 01 JANUARY 2024 ambapo utamalizika 02 JANUARY 2025. Malipo yatakuwa yanafanyika kwa mwaka mmoja mmoja kiasi cha shilling milioni ishirini na nne kwa mwaka mmoja (24,000,000/-)

3. Kwamba kodi ya kipindi chote cha mkataba yaani Milioni ishirini ishirini nan ne tu (24,000,000/=) tu. Italipwa kwa kipindi cha mwaka mmoja mmoja, kiasi cha milioni ishirini na nne tu (24,000,000/-) KWA AWAMU MOJA TU NDANI YA MWAKA MMOJA.
 4. Mpangaji atahakikisha anaiweka hiyo Fremu aliyopangishwa na eneo linalozunguka katika hali ya usafi kwa kipindi chote cha upangaji wake.
 5. Mpangaji atahakikisha analipa Ankara za umeme kwa kipindi chote cha mkataba huu.
 6. Iwapo mkataba huu utamalizaka mda wake, mwenye nyumba ATAHARI kutoa mkataba mwingine kwa Mpangaji au LAA. VINGINEVYO mwenye nyumba atatoa kipindi cha notisi ya miezi mitano kwa Mpangaji. Baada ya kipindi hicho kuisha Mpangaji atatakiwa awe ameondoka, VINGINEVYO mwenye nyumba hatatoa TAARIFA nyingine yeyote kwa Mpangaji.
- KWA USHUHUDA wa makubaliano hayo pande zote mbili zimetia sahihi kama

Ilivyo hapa chini;

UMETIWA SAINI na KUTOLEWA na
BW. VICENT JOHN MMAS

Ambaye namfaham/ ametambulishwa kwangu
na.....

ambaye namfahamu mbele yangu leo tarehe

01 Mwezi JANUARY, 2024

Sahihi: VP

Anwani: S. L. P. 2979 DAR ES SALAAM

Wadhifa: WAKILI

UMETIWA SAHIHI na KUTOLEWA na

BW. RICHARD PAUL MALETO kwa niaba ya

ABEDNEGO PHARMACY ambaye

Namfahamu/ ametambulishwa na



[Handwritten signature]

[Handwritten signature]

Certified as True Copy of the Original
Joseph Mailu Msengezi
Advocate, Notary Public & Commissioner for Oaths



Sign: VP
Date: 26/2/2024

02

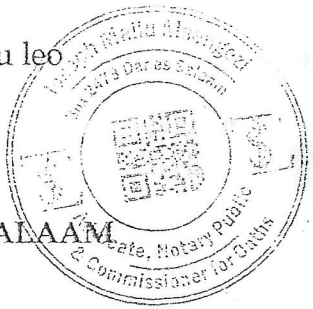
Ambaye namfahamu mbele yangu leo

01 Mwezi JANUARY, 2024

Sahihi:

Anwani: S. L. P-79385 DAR ES SALAAM

Wadhifa: WAKILI



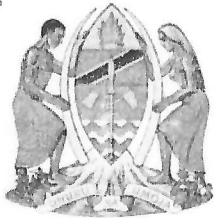
Notary Seal
Certified as True Copy of the Original
Joseph Maitu Msengezi
Advocate, Notary Public & Commissioner for Oaths



Sign:

Date:

[Signature]
26/2/2024



TANZANIA

Form 5



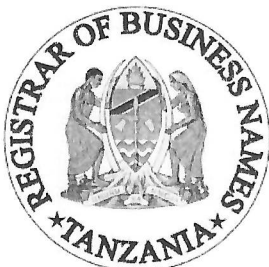
No. 588737

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **KIMBOCHI PHARMACEUTICALS** this 6th day of **NOVEMBER** year **2024** 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 **588737** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this 6th day of **NOVEMBER** **TWO THOUSAND AND TWENTY FOUR.**



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



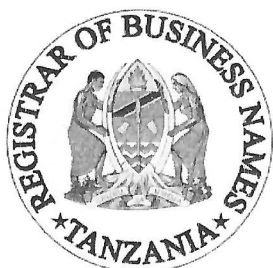
Extract date and time: 06/11/2024 16:15:54

Registration date and time: 06/11/2024 16:15:27

The Business Names (Registration) Act (Cap 213)

Extract from Register

1. Name of Business: **KIMBOCHI PHARMACEUTICALS**
2. Registration number: **588737**
3. Principle Place of Business: Region Dar Es Salaam, District Ilala CBD, Ward Kariakoo, Postal code 11106, Street Kipata, Road Nyamwezi, Plot number 450, Block number 7, House number Shop Number 3
4. Contacts: Email dannykaren2209@gmail.com, Phone 255764265619, P.O.Box 6796
5. Business activity: 8690 - Other human health activities, Main activity
6. Proprietor/Partners: CAREEN DANNY TEMBA
7. Authorized to Operate Bank Account etc: CAREEN DANNY TEMBA

*Deputy Registrar Business Names*

Information printed from the Register of Business Names is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Business Name.

CTIN: 1136351



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

CAREEN DANNY TEMBA

T/A KIMBOCHI PHARMACEUTICALS
HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

159-023-036

WITH EFFECT FROM: 23 NOVEMBER 2022

TRA LOCATION: KINONDONI

TAX OFFICE: MWENGE

PHYSICAL LOCATION:

STREET / AREA: MWENGE



**ALFRED T. MREGI
COMMISSIONER FOR DOMESTIC REVENUE**

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

DRIVING LICENCE
THE UNITED REPUBLIC OF TANZANIA

1. Family name
TEMBA

2. Given names
CAREEN DANNY

3. Date of birth
02/09/2002

4a. Date of issue
29/12/2022

4b. Date of expiry
28/12/2027


4c. Issuing authority
TANZANIA REVENUE AUTHORITY

8. Permanent place of residence
Dar es Salaam

6. Categories of Vehicles
D

7. Signature

5. Licence number
4007024584



20020902111010000210.

PHARMACY COUNCIL



PREMISES REGISTRATION CERTIFICATE

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

FIN: 0200227

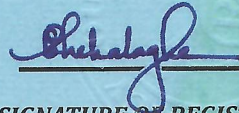
This is to certify that the premises owned by M/S Abednego Pharmacy of P.O Box 22136, Dar es Salaam located at Plot No 07, Kipata/Nyamwezi Street, Ilala, Kariakoo Municipality/District in Dar es Salaam Region has been registered for Wholesale Only to sell pharmaceutical and related products with Facility Identification Number (FIN) 0200227

Issued in: September 2022

Expires on: 30 June 2027

13-10-2022

DATE:


SIGNATURE OF REGISTRAR
AND STAMP

Registrar
Pharmacy Council
P. O. Box 1277
Dodoma

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

