Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

**Pharmacy Council**

Exchequer Receipt

**Stakabadhi ya Malipo ya Serikali**

---

| | |
|---|---|
| Receipt No | **: 925023305740877** |
| Received from | : SANJOL 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 | : 16214023252435763057 |
| Payment Control Number | ***: 991620297330*** |
| Payment Date | **: 2025-01-23 14:34:13** |
| Issued by | : Zena Mango |
| Date Issued | : 2025-01-23 14:37:12 |
| Signature | : |

PHARMACY COUNCIL

9916202297330 Namba Hasahua central ne
200,000/=

PCF.14

# PHARMACY COUNCIL

for change of B. name & ownership
25/01 23/01/2025

## 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: SANIOL ~~PHARM~~ PHARMACY FIN. 0103274

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

PHYSICAL ADDRESS:

Plot No. 01 Street: HEKIMA STREET Ward. WAZO

District/Municipal. KINONDONI Region: DAR-ES-SALAAM

POSTAL ADDRESS: DAR-ES-SALAAM Contact. No. 0757-929651

E-mail: .....

**OWNERSHIP:**

Directors (Names): 1. FRANK ANATORY Qualification: Businessman.

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: NEW PHARMACY

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

PHYSICAL ADDRESS:

Plot No. 01 Street. HEKIMA Ward. WAZO

District/Municipal. KINONDONI Region DAR-ES-SALAAM

POSTAL ADDRESS: 34209 CONTACT. No. 0764-444473

**NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)**

Directors (Names):

1. JOYCE STANLEY MALLE Qualification: Businesswoman
2. ..... Qualification: .....
3. ..... Qualification: .....

**SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)**

Full Name: KITTE JOHN BANDAWE PIN: 0101306

Residential Address: ILALA Tel 0749174246 Email: bandawetztz@gmail.com

Contract commencement date: 23/1/2025 Cessation date 23/1/2026

**SECTION C: REASON(S) FOR PARTICULAR ALTERATION**

1. ~~CHAN~~ RELOCATION OF RESIDENCE

2. .....

**SECTION D: APPLICANT INFORMATION**

Name of Applicant: JOYCE STANLEY MALLE

(Contact/email if different from the above)

Address: 3H 209 Tel: 0764-444447 E-mail: joycestanley13@gmail.com

Signature of Applicant..... Date 23rd JANUARY 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..... Date 23rd JANUARY 2025

**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)

TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

# TAX CLEARANCE CERTIFICATE

*(Issued Under Regulation 103 of Tax Administration (General) Regulations, 2015)*

Licencing Authority; TIN : 1[illegible]-180-555
HALMASHAURI YA MANISPAA YA KINONDONI
[illegible] WAMANYAMALA/ MWINJUMA ROAD
31902
DAR ES SALAAM

Tax Certificate Number:
561-0211-5131

Issuing Office: Tegeta
Telephone:
Date of issue: 29 July 2024
Expiry Date: 31 December 2024

| | |
|---|---|
| Taxpayer Name | FRANK ANATORY BUNDUKI |
| Trading Name | |
| Taxpayer Identification Number | 138-777-33[illegible] / Tax Registration Number |
| Company Registration Number | |

Business Premises located at :
REGION : DAR ES SALAAM,
DISTRICT : KINONDONI,
STREET : Salaala

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 | Activity for Non Business Purposes |
| 2 | Retail sale of pharmaceuticals in pharmacy |

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
29 July 2024

Disclaimer :

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

# MKATABA WA MAUZIANO YA FAMASI (SANJOL PHARMACY)

KATI YA

**FRANK ANATORY BUNDUKI**
(MUUZAJI)

NA

**JOYCE STANLEY MALLE**

(MNUNUZI)

---

# MKATABA WA MAUZIANO YA FAMASI

Mkataba wa mauziano ya Phamarcy yamefanyika leo tarehe ....17.... mwezi....01.... Mwaka 2025

**Kati ya**

FRANK ANATORY BUNDUKI....., Mtanzania, mkazi wa Dar es salaam, mwenye Simu no. ....0757-929651...., ambaye katika mkataba huu atajulikana kama **"Muuzaji"** kwa mujibu wa makataba huu.

**Na**

..JOYCE STANLEY MALLE..... Mtanzania, mkazi wa Dar es salaam, S.L.P 34209 mwenye simu no. ....0764 444 473....., ambao katika mkataba huu atajulikana kama **"Mnunuzi"** kwa mujibu wa mkataba huu.

**KWAMBA,** Muuzaji ni mmiliki halali wa **FAMASI** iliyopo, eneo la **SalaSala** Kata ya **Wazo,** Wilaya ya **Kinondoni**, Mkoa **Dar es Salaam.**

**KWAMBA**, Muuzaji ameonesha nia ya kuuza **FAMASI** hiyo na ametoa mapendekezo na nia yake ya kuuza **FAMASI** hiyo kwa Mnunuzi ,

**KWAMBA,** Mnunuzi kwa hiari yake mwenyewe amekubali ofa ya Muuzaji na ameamua kununua **FAMASI** hiyo katika mkataba huu iliyopo, eneo la **SalaSala** Kata ya **Wazo,** Wilaya ya **Kinondoni**, Mkoa **Dar es Salaam.**

**HIVYO PANDE ZOTE MBILI ZINAKUBALIANA KAMA IFUATAVYO:**

1. Kwamba, Muuzaji ameuza **FAMASI** hiyo kwa Mnunuzi kwa kiasi cha **Shilingi za Kitanzania Milioni Thelathini na tatu tu ( Tsh. 33,000,000/=)**

2. Kwamba, wakati wa kusaini mkataba huu, Mnunuzi amemlipa Muuzaji kiasi cha Shilingi **za Kitanzania Milioni Thelathini na tatu tu ( Tsh. 33,000,000/=)** zimelipwa moja kwa moja kwenye akaunti ya benki ya Muuzaji,
   **Na**....., kwa jina la .....
   Sahihi ya Muuzaji kwenye mkataba huu ni uthibitisho kuwa amepokea kutoka kwa Mnunzi kiasi hicho cha fedha.

3. Kwamba, Muuzaji anatamka, na kushuhudia kuwa anamkabidhi Mnunuzi **FAMASI** isiyokuwa na kikwazo chochote (mmiliki mwingine, mkopo/rehani), tatizo lolote au pingamizi lolote lile la kisheria na anatamka ya kwamba ikiwa hapo baadae itadhibitika

yakuwa kuna aina yoyote ya udanganyifu ilifanyika wakati wa mauziano, Muuzaji atawajibika kisheria ikiwa ni pamoja na kurejesha pesa yote kwa Mnunuzi.

4. Kwamba, mkataba huu utaongozwa na sheriaa za Jamuhuri ya Muungano wa Tanzania, hivyo tatizo lolote litakalojitokeza litashughulikiwa kwa mujibu wa sheria.

**PANDE ZOTE MBILI ZIMEKUBALIANA NA KUWEKA SAHIHI ZAO KAMA IFUATAVYO.**

**MUUZAJI:**
Jina: **FRANK ANATORY BUNDUKI**
Sahihi: _____
Tarehe: 17/01/2025.

**MNUNUZI:**
Jina: **JOYCE STANLEY MALLE**
Sahihi: _____
Tarehe: _____

**SHAHIDI WA MUUZAJI**
**Jina:** SAID J IKANGA
Namba ya simu: 0719 657411
Sahihi: _____

**SHAHIDI WA MUUZAJI**
**Jina:** JAFFER . H . SARUMBO
Namba ya simu: 0768- 753468
Sahihi: J. SARUMBO

**MAKUBALIANO HAYA YAMEFANYIKA MBELE YA:**
**Jina:** ANDREW SECHA
Namba ya simu: 0715 850450
Wadhifa: WAKILI
Sahihi: _____

Andrew Secha
Box 7063 Dar es Salaam
Advocate, Notary Public
& Commissioner for Oaths

**MKATABA WA UPANGISHAJI WA FREMU YA BIASHARA ILIYOPO MTAA WA LIVING STONE "A" SALASALA HEKIMA STREET BLOCK NO.....**
**TEL: 0788 651 818/0754 039 059**

Huu ni mkataba wa fremu uliofanywa tarehe ..01.... mwezi ..02....mwaka..2025.. kati ya Ndugu Dickson F. Kiraga.....wa S.L.P.....—.....Block No...01... Dar es salaam akiwa ndiye mwenye fremu (MPANGISHAJI) amempangisha ndugu.JOYCE STANLEY MALLE..... wa Dar es salam mwenye namba ya simu ..0764 - 444447 3.....akiwa kama (MPANGAJI).

**MAKUBALIANO YA MPANGAJI**

1. Muda wa upangaji ni miezi.....06..... kuanzia tarehe.01/02/2025..... Hadi tarehe...31/07/2025.....
2. Kodi ya pango ni shilingi.....500,000/=.....kwa mwezi/mwaka/miezi ambayo ni sawa na shilingi.....3,000,000/=.....

**MASHARTI YA MKATABA.**

1. Mpangaji haruhusiwi kumpangisha mtu mwingine bila idhini ya mwenye fremu.
2. Mwenye fremu hata husika na ulinzi wa maliza mpangaji,
3. Endapo mpangaji wa fremu atahama kabla ya mkataba wake kuisha atakuwa amevunja mkataba wake mwenyewe.
4. Ieleweke kuwa mkataba hauna notice ni pale tu kodi inapoisha ndipo mwisho wa mpangaji kuwepo.
5. Ieleweke kuwa gharama za kodi zitakuwa zikipanda kadri gharama za maisha zitakavyokuwa zinabadilika na pale mkataba utakapokuwa unaanza upya.
6. Uharibifu haukubaliki mpangaji atawajibika kufanya matengenezo ya sehemu aliyoharibu na usafi pale mkataba utakapokuwa anaanza upya.
7. Kama ulijenga hauruhusiwi kuondoa kitu chochote utaacha jengo kama lilivyo kwenye fremu.
8. Gharama za ulipaji ankra za maji na umeme na ulinzi ni jukumula la mpangaji mpaka hapo mkataba wake utakapokuwa urnefika kikomo (umekoma).

**WALIOSHUHUDIA MKATABA KWA PANDE ZOTE MBILI**

Mkataba huu umeshuhudiwa na:-

Jina la mwenye fremu..Dickson F. Kiraga.. Saini.....
Tarehe...01/02/2025.....
Jina la shahidi wa mwenye fremu..FRANK A. BUNDUKI Saini.....
Tarehe..~~01/17~~ 01/02/2025.....
Jina la mpangaji..JOYCE STANLEY MALLE.....Saini.....
Tarehe...01/02/2025.....
Jina la shahidi wa mpangaji..JAFFER SARUMBO Saini..J. SARUMBO.....
Tarehe.....01/02/2025.....

**MKATABA WA UPANGISHAJI WA FREMU YA BIASHARA ILIYOPO MTAA WA LIVING STONE "A" SALASALA HEKIMA STREET BLOCK NO.....**
**JEL: 0788 651 818/0754 039 059**

Hiyo ni mkataba wa fremu uliofanywa tarehe ..... mwezi ..... mwaka ..... kati ya Ndugu A.Z..... ..... wa S.L.P..... Block No ..... Dar es salaam akiwa ndiye mwenye fremu (MPANGISHAJI) anempandisha ndugu Z..... ..... wa Dar es salaam mwenye tanda ya kiuno ..... ..... akiwa kama (MPANGAJI).

**MAKUBALIANO YA MPANGAJI**

1. Muda wa upangaji ni miezi..... kuanzia tarehe ..... tarehe .....
2. Kodi ya pango ni shilingi..... ..... ambayo ni sawa na shilingi..... ..... kwa mwezi/mwaka/miezi

**MASHARTI YA MKATABA.**

1. Mpangaji haruhusiwi kumsamehe mtu mwingine bila idhini ya mwenye fremu.
2. Mwenye fremu hata husika na ofisi ya mtaa a mpangaji.
3. endapo mpangaji wa fremu atahama kabla ya mkataba wake kuisha atakuwa anavunja mkataba wake mwenyewe.
4. Iselewike kuwa mkataba huuu notice ni pale tu kodi inapoisha ndipo mwisho wa mpangaji kuwepo.
5. Iselewike kuwa gharama za kodi zitakuwa zikitoroka kati ya gharama za maisha zitakavyokuwa zinabadilika na pale mkataba utakapokuwa unaanza upya.
6. Uharibifu haukubaliki mpangaji atawajibika kufanya matengenezo ya sehemu aliyonahbu na usafi pale mkataba utakapokuwa anaan a upya.
7. Kama ulipenga haunhusiwa kuondoa kitu chochote wakati jengo kama lilivyo kwenye fremu.
8. Gharama za uhipaji ankra za maji na umeme na ufinci ni jukumu la mpangaji mpango mkataba wake utakapokuwa umefika kikomo (umekoma).

**WALOSHUHUDIA MKATABA KWA PANDE ZOTE MBILI**
Mkataba huu umesiruhuiwa na:-

Jina la mwenye fremu..... Sain
Tarehe.....
Jina la shahidi wa mwenye fremu..... Sain
Tarehe.....
Jina la mpangaji..... Sain
Tarehe.....
Jina la shahidi wa mpangaji..... Sain
Tarehe.....

Form 5

TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 594538

# Certificate of Registration

*The Business Names (Registration) Act (Cap 213)*

I HEREBY CERTIFY THAT **NEA PHARMACY** this **21st** day of **JANUARY** year **2025** 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 **594538** in the Index of Registration.

**GIVEN** under my hand at Dar es Salaam this **21st** day of **JANUARY TWO THOUSAND AND TWENTY FIVE.**

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.

Form 21

# TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

**Extract date and time:** 21/01/2025 12:54:28
**Registration date and time:** 21/01/2025 12:54:19

The Business Names (Registration) Act (Cap 213)

# Extract from Register

| | |
|---|---|
| 1. **Name of Business:** | **NEA PHARMACY** |
| 2. **Registration number:** | **594538** |
| 3. **Principale Place of Business:** | Region Dar Es Salaam, District Kinondoni, Ward Wazo, Postal code 14130, SALASALA NEAR PUMA PETROL STATION |
| 4. **Contacts:** | Email joycestanley13@gmail.com, Phone 255764444473, P.O.Box 55068 |
| 5. **Business activity:** | 8690 - Other human health activities, Main activity |
| 6. **Propriator/Partners:** | JOYCE STANLEY MALLE |
| 7. **Authorized to Operate Bank Account etc:** | JOYCE STANLEY MALLE |

REGISTRAR OF BUSINESS NAMES ★TANZANIA★

*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.

JAMHURI YA MUUNGANO WA TANZANIA-UNITED REPUBLIC OF TANZANIA-RÉPUBLIQUE-UNIE DE TANZANIE

PASIPOTI/PASSPORT/PASSEPORT

URT

Aina/Type/Type: P

Nchi/Country/Pays: TZA

Namba ya Pasipoti/Passport No/No. Passeport: TAE404353

Jina la ukoo/Surname/Nom: MALLE

Jina/Given Names/Prénoms: JOYCE STANLEY

Uraia/Nationality/Nationalité: TANZANIAN

Tarehe ya kuzaliwa/Date of birth/Date de Naissance: 13 JUL 1985

Jinsia/Sex/Sexe: F

Mahali pa kuzaliwa/Place of birth/Lieu de Naissance: MOSHI

Tarehe ya kutolewa/Date of issue/Date de Délivrance: 24 MAY 21

Mamlaka iliyotoa/Issuing Authority/Autorité de Délivrance: PCO, DAR ES SALAAM

Tarehe ya Mwisho wa Matumizi/Date of expiry/Date d'expiration: 23 MAY 31

Sahihi ya mwenye pasipoti/Signature/Signature

P<TZAMALLE<<JOYCE<STANLEY<<<<<<<<<<<<<<<<<<<<

TAE4043538TZA8507136F3105238<<<<<<<<<<<<<<<00

# PHARMACY COUNCIL

# PREMISES REGISTRATION CERTIFICATE

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

***FIN: 0103274***

This is to certify that the premises owned by M/S ***Sanjol Phamacy*** of ***P.O.Box , Dar es Salaam*** located at ***Plot No. 01, Hekima Street*** Municipality/District in ***Dar es Salaam*** Region has been registered for ***Retail Only*** to sell pharmaceutical and related products with Facility Identification Number (FIN) ***0103274***

Issued in: ***August 2024***

Expires on: ***30 June 2029***

07-09-2024

***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 premises*
2. *This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed*
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*

**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..KITE JOHN BANDAWE PIN ..0101306
2. Namba ya simu..0719174246..... barua pepe bandawetztz@gmail.com
3. Tarehe ya mwisho kuhuisha jina *(Retention)* 22/1/2025
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...KITE JOHN BANDAWE..... mwenye taaluma ya dawa ngazi ya ....MFAMASIA..... nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa liitwalo ....NEA PHARMACY..... FIN ..... lililopo katika Wilaya ya ..KINONDONI..... Mkoani ..DAR-ES-SALAAM.....

Sahihi ..... Tarehe ..23/1/2025.....

**Uthibitisho wa Mfamasia wa Halmashauri**

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

**Muhuri KNY: DMO**

**Jina na Sahihi** ..OSWIN SAULA..... **Tarehe**..23/1/25.....

**SEHEMU YA TATU:** - UTHIBITISHO WA MAKAZI:

Kny:MGANGA MKUU WA MANISPAA HALMASHAURI YA MANISPAA YA KINONDONI

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata)..Yunuia Hezron..... Kata ya..Ulala.....

Nathibitisha kwamba Ndugu...KITE JOHN BANDAWE.....anaishi langu mtaa/kijiji..Mafuriko...,kuanzia mwaka...2016.....

**Muhuri Mtendaji**

AFISA MTENDAJI WA KATA
KATA YA ULALA

**Sahihi Afisamtendaji**

.....Hezron.....

**Tarehe**
23/01/2025

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

BARAZA LA FAMASI

**FOMU YA KUKIRI KUTEKELEZA MALUKUMU YA MWANATAALUMA WA DAWA KWENYE MALENGO 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.....
2. Namba ya simu..... barua pepe .....
3. Tarehe ya mwisho kuhuisha jina (Retention).....
4. Je umehuisha taarifa zako kwenye mfumo kuoitia tovuti ya baraza la famasi? (http://196.46.42.87/pcmis data/verify_activities/registration/pharmacist_signup.php) ☑ NDIYO. Stakabadhi Na ..... ☐ HAPANA

**SEHEMU YA PILI:** - KUKIRI KWA MWANATAALUMA

Mimi.....

taaluma ya dawa ngazi ya ..... nakiri kwamba nitatenya kazi yangu ya kitaaluma katika jengo la kutoea huduma ya dawa lilitwalo .....

Wilaya ya ..... Mkoani ..... FIN ..... tiliilopo katika Sahihi ..... Tarehe .....

**Uthibitisho wa Mfamasia wa Halmashauri**

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

Muhuri KMY
DMO

**Jina na Sahihi** ..... **Tarehe**.....

**SEHEMU YA TATU:** - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata)..... Kata ya.....

Nathibitisha kwamba Ndugu..... anaishi

lango mtaa/kijiji ..... kuanzia mwaka.....

**Sahihi Afisamtendaji**

..... **Tarehe**

.....

Muhuri
Afisa Mtendaji
KATA YA MTENGURA / WA KATA

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

**KITTE JOHN BANDAWE**

**PIN NO: 0101306**

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:**10 January 2016**

Expires on:**31 December 2025**

***Registrar***
***Pharmacy Council***

PCF. 7

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL № 00002266

# CERTIFICATE OF FULL REGISTRATION

(Section 15 of the Pharmacy Act, 2002)

Full Name Kitte John Bandawe

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

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 No. | Registration Date | Date of Birth | Nationality | Address | Qualification | Place and Date of Qualification |
|---|---|---|---|---|---|---|
| 1306 | 10th January, 2016 | 13th March, 1990 | Tanzanian | P.O. Box 14636 Dar es Salaam | Bachelor of Pharmacy | Kakatiya University India 2014 |

Date 10th January 2016

REGISTRAR

NOTES: 1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacists published annually by the Council: and reference 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

# AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

JOYCE ~~STANL~~ STANLEY MALLE

(PROPRIETOR)

AND

KITTE JOHN BANDAWE

(SUPERINTENDENT)

**AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST**

**This Agreement** is made on this 23 day of Jan 20 25

**BETWEEN**

JOYCE STANLEY MALLE **(Name) of P.O. BOX** 34209 **Region** DAR-ES-SALAAM (hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

**AND**

KITTE JOHN BANDALWE a registered pharmacist in charge who 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 NEA 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 effective for a period of twelve (12) months, commencing from the 23 day of Jan 20 25 to 23 day of Jan 20 26

3. **Commencement of Supervision**

The superintendent shall commence management and supervision of the above named Pharmacy on the 23 day of Jan 20 25

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 800000 TZS .....800,000..... payable to the **SUPERINTENDENT** upon 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 shall not exceed seven (7) days from the monthly payment date, 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 thirty (30) 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.

5.5 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 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 23 day of Jan 20 25

**SIGNED and DELIVERED** at D' salaam by the said Joyce Stanley Malle who is known to me personally/identified to me by Anneth Ezekiel the latter being personally known to me this 23rd day of Jan 2025

**PROPRIETOR**

**In the presence of:**
Name: Paulo Makanja
Designation: Commissioner for Oaths
Signature:
Address: P.O. Box 22083 D' salaam
Date: 23rd January 2025

PAULO CHIFUNGO MAKANJA ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 22083, D'SALAAM

**SIGNED and DELIVERED** at D' Salaam by the said Kitte John Bandawe who is known to me personally/identified to me by Anneth Ezekiel the latter being personally known to me this 23rd day of Jan 2025

**SUPERINTENDENT**

**In the presence of:**
Name: Paulo Makanja
Designation: Commissioner for Oaths
Signature:
Address: P.O. Box 22083 D' salaam
Date: 23rd January 2025

PAULO CHIFUNGO MAKANJA ADVOCATE, NOTARY PUBLIC & COMMISSIONER FOR OATHS P.O. Box 22083, D'SALAAM