

Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

**Pharmacy Council**

Exchequer Receipt

**Stakabadhi ya Malipo ya Serikali**

Receipt No : 923340218819249

Received from : MESI 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<br>change of name/ ownership - 1 |                     | 200,000.00  |

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

Bill Reference : 16209340233812009316

Payment Control Number : 991620226254

Payment Date : 2023-12-06 09:46:56

Issued by : Zena Mango

Date Issued : 2023-12-06 09:52:35

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL

991620226254

Alipil 200,000/-

PCF.14

## PHARMACY COUNCIL

APPLICATION FOR ALTERATION  
(Under Section 35 (1) of Pharmacy Act, 2011)Registrar,  
Pharmacy Council,  
P.O. Box 1277,  
Dodoma.

## APPLICATION FOR CHANGE OF:

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

## SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: MESI PHARMACY FIN 0102072

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

## PHYSICAL ADDRESS:

Plot No. 25 Block No 1 Street: BONDE Ward: JANGWANI

District/Municipal: ILALA Region: DAR ES SALAAM

POSTAL ADDRESS: P.O Box 12536 Contact No. ....

E-mail: ..... Contact No. ....

## OWNERSHIP:

Directors (Names): 1. SAMONI NGANGANI Qualification: ENTREPRENEUR  
2. .... Qualification: .....  
3. .... Qualification: .....

## SUPERINTENDANT INFORMATION:

Full Name: SAMSON PHILIP PIN: 0102137

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

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

## SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: CINEBA PHARMACY &amp; COSMETICS

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

## PHYSICAL ADDRESS:

Plot No. 25 Block No 1 Street: BONDE Ward: JANGWANI

District/Municipal: ILALA Region: DAR ES SALAAM

POSTAL ADDRESS: P.O Box 110062 CONTACT No. 0754618809



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

Directors (Names):

1. FILBERT B. SAMBAGI Qualification: BUSINESS MAN/ENTREPRENEUR
2. MAUREEN D. MONGALMA Qualification: NURSE
3. .... Qualification: .....

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

Full Name: RAPHAEL RANGE PIN: 0102026  
 Residential Address: LUIS Tel: 0714054485 Email: raphaelrangemj@gmail.com  
 Contract commencement date: 20 NOV 2023 Cessation date: 20 NOV 2024

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

1. PREVIOUS OWNER CEASED BUSINESS OPERATIONS
2. ....

**SECTION D: APPLICANT INFORMATION**

Name of Applicant: FILBERT BENEDICT SAMBAGI  
 (Contact/email if different from the above)  
 Address: Box 110062 Tel: 0714618809 E-mail: sambagi.fil@yahoo.com  
 Signature of Applicant: [Signature] Date: 20 NOV. 2023

**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: [Signature] Date: 20 NOV. 2023

**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)



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

**RAPHAEL RANGE**

**PIN NO: 0102026**

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

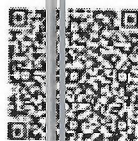
terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued: 05 May 2020

Expires on: 31 December 2024

\_\_\_\_\_  
Registrar  
Pharmacy Council





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



BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJIKUMU 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 RAPHAEL RANGE PIN 0102026
2. Namba ya simu 0714054485 barua pepe raphaelrangemj@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) .....
4. Je, umehisha 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 RAPHAEL RANGE mwenye  
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo  
CINERA PHARMACY & COSMETICS FIN ..... lililopo katika  
Wilaya ya ILALA Mkoani DAR ES SALAAM  
Sahihi [Signature] Tarehe 20-11-2023

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi [Signature] Tarehe 27/11/2023

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

lthibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) Ndugu A. Mwanangwa Kata ya Mbezi

Nathibitisha kwamba Ndugu RAPHAEL RANGE anaishi  
langu mtaa/kijiji MIRKA S kuanzia mwaka 2018

Sahihi Afisamtendaji

.....

Tarehe  
24/11/2023



AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

CINERA PHARMACY & COSMETICS

(PROPRIETOR)

AND

RAPHAEL RANGE

(SUPERINTENDENT)



AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 20 day of NOV 20 23

BETWEEN

FILBERT B. SAMBARI (Name) of P.O. BOX 110062 Region DAR ES SALAM  
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents  
or his legal representative of his business, of one part

AND

RAPHAEL RANGE 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 RETAIL Pharmacy.

**AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;**

**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 \_\_\_\_\_ months, commencing from  
The 20 day of NOV 20 23 to 20 day of NOV 20 24

## 3. Commencement of Supervision

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

## 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 1,000,000/= 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 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 treat 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.



- 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 of 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

- 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.



#### 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.

- 4.1.2 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.



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 20<sup>th</sup> day of NOVEMBER 2023

SIGNED and DELIVERED at MEBESAM by the said FILBERT B. SAMBAGI who is known to me personally/identified to me by

the latter being personally known to me this day 20<sup>th</sup> of Nov 2023

  
PROPRIETOR

In the presence of:

Name: ARETA STEPHEN KIRAH

Designation: ADVOCATE

Signature: Am

Address: P.O. BOX 40814 DAR ES SALAAM

Date: 20 - NOVEMBER 2023

SIGNED and DELIVERED at MEBESAM by the said RAPHAEL RANGE who is known to me personally/identified to me by FILBERT B. SAMBAGI the latter being personally known to me this day 20 of NOV 2023

  
SUPERINTENDENT

In the presence of:

Name: ARETA STEPHEN KIRAH

Designation: ADVOCATE

Signature: Am

Address: P.O. BOX 40814 DAR ES SALAAM

Date: 20<sup>th</sup> NOVEMBER 2023



**PARTNERSHIP  
DEED  
FOR  
CINERA  
PHARMACY &  
COSMETICS**

# PARTNERSHIP AGREEMENT

---

This Partnership Agreement ("Agreement") is made and effective this 15<sup>th</sup> July 2023

## BETWEEN:

**Mr. FILBERT BENEDICT SAMBAGI**

(the "First Partner"), an individual of

P.O. Box 110062

DAR ES SALAAM

Mobile 0754 618809

**AND**

**MS. MAUREEN DANIEL MGONGOLWA**

(the "Second Partner"), an individual of

P.O. Box 55191

DAR ES SALAAM

Tel: +255 754 024625

## RECITALS

- A. Partners desire to join their expertise and resources for the pursuit of common business goals.
- B. Partners have considered various forms of joint business enterprises for their business activities.
- C. Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.

In consideration of the mutual promises contained in this agreement, partners agree as follows:

## 1. INTRODUCTION

The current social economic dynamics are bringing about business opportunities, that needs to be tapped by individuals. These opportunities cannot be tapped by individuals in isolation. It is on these ground, we the two individuals are coming together for the purpose of working together as professionals so as to deliver and offer professional services for both social, economic, environmental and political development nationally and internationally.

## 2. NAME AND DOMICILE

The name of the partnership shall be CINERA PHARMACY & COSMETICS. The principal place of business shall be at Bonde Street, Ilala Dar es Salaam; unless relocated by consent of the partners.

## 3. PURPOSES

Subject to the limitations set forth in this Agreement, the purposes of the Partnership are to engage in the business of:

- Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores,
- Manufacture of soap and detergents, cleaning and polishing preparations, perfumes and toilet preparations,



- Conduct other activities as may be necessary or incidental to or desirable in connection with the foregoing

#### 4. DURATION OF AGREEMENT

The term of this agreement shall be reviewed after every TEN years, commencing on the date of signing of this agreement, unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.

#### 5. CLASSIFICATION AND PERFORMANCE BY PARTNERS

- a. Partners shall be classified as active partners or estate partners.
- b. All partners shall be regarded as **active partner** unless the partner sooner withdraws or dies.
- c. If an active partner dies, the partner's estate will become an estate partner for 5 years. the partner will become an estate partner for the balance of the REMAINING PERIOD as mentioned under article 4 above.
- d. Each active partner shall apply all of the partner's experience, training, and ability in discharging the partner's assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further the business interests of the partnership.  
end of the fiscal year in which the partner's birthday occurs.

#### 6. CONTRIBUTION

Each partner shall contribute 50% to establish capital for the business and all undertakings. Any additional contribution required of partners shall only be determined and established accordingly.

#### 7. MANAGEMENT OF THE PARTNERSHIP

The Partnership shall be managed by the founders. Subject to the limitations specifically contained in this Agreement, the founders shall have the full, exclusive and absolute right, power and authority to manage and control the Partnership and the property, assets and business thereof. The management shall have all of the rights, powers and authority conferred by law or under other provisions of this Agreement. Without limiting the generality of the foregoing, such powers include the right to:

- a. Acquire, purchase, renovate, improve, and own any property or assets necessary or appropriate or in the best interests of the business of the Partnership, and to acquire options for the purchase of any such property;
- b. Borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any indebtedness or obligation of the Partnership, and secure such indebtedness by mortgage, deed of trust, pledge or other lien on Partnership assets;
- c. Sue on, defend or compromise any and all claims or liabilities in favor of or against the Partnership and to submit any or all such claims or liabilities to arbitration;
- d. File applications, communicate and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any part thereof or any other aspect of the Partnership business;
- e. Retain services of any kind or nature in connection with the Partnership business, and to pay therefore such remuneration deem reasonable and proper; and Perform any and all other acts deem necessary or appropriate to the Partnership business.

## **8. DISSOLUTION AND TERMINATION OF THE PARTNERSHIP**

The Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

- a. On a date designated by the Partners and approved by Vote of Partners;
- b. The sale or other disposition of all of the Partnership's assets and the receipt in cash of the proceeds thereof;
- c. One of the Partners committed an illegal or unapproved action;
- d. One of the partner dies.

## **9. BUSINESS EXPENSES**

The rent of the buildings where the partnership business shall be carried on, and the cost of repairs and alterations all rates, taxes, payments for insurance, and other expenses in respect to the buildings used by the partnership and the wages for all persons employed by the partnership are all to become payable on the account of the partnership. All losses incurred shall be paid out of the capital of the partnership or the profits arising from the partnership business, or, if both shall be deficient, by the partners on a pro rata basis, in proportion to their original contributions, as provided in Article Nineteen.

## **10. MEETINGS**

### **10.1 Place of Meetings**

Meetings of the Partners may be held at any place within or without as determined by the Partners but will generally be held in Tanzania.

### **10.2 Notices**

Whenever Partners are required or permitted to take any action at a meeting, a written/phone call/sms/email notice of the meeting shall be given not less than 24 hrs, to each Partner entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted.

## **11. AUTHORITY**

No partner shall buy any goods or articles or enter into any contract exceeding the value of **TZS 1,000,000.00** without the prior consent in writing/phone call/sms/email of the other partners. If any partner exceeds this authority, the other partners shall have the option to take the goods or accept the contract on account of the partnership or to let the goods remain the sole property of the partner who shall have obligated himself or herself.

## **12. SEPARATE DEBTS**

No partner shall enter into any bond, or become surety or cosigner, or provide security for any person, partnership, or corporation, or knowingly condone anything by which the partnership property may be attached or taken in execution, without the prior written consent of the other partners.

Each partner shall punctually pay the partner's separate debts and indemnify the other partners and the capital and property of the partnership against the partner's separate debts and all expenses relating to such separate debts.

## **13. BOOKS AND RECORDS**

Books of account shall be maintained by the partners, and proper entries made in the books of all sales, purchases, receipts, payments, transactions, and property of the partnership. The books of account and all records of the



partnership shall be retained at the principal place of business as specified in Article One. Each partner shall have free access at all times to all books and records maintained relative to the partnership business.

#### **14. ACCOUNTING**

The fiscal year of the partnership shall be from JULY 1<sup>ST</sup> to JUNE 30<sup>TH</sup> of each year. On the 15th of July commencing in 2023 a general accounting shall be made and taken by the partners of all sales, purchases, receipts, payments, and transactions of the partnership during the preceding fiscal year, and of all the capital property and current liabilities of the partnership. The general accounting shall be written in the partnership account books and signed in each book by each partner immediately after it is completed. After the signature of each partner is entered each partner shall keep one of the books and shall be bound by every account, except that if any manifest error is found in an account book by any partner and shown to the other partners within 2 months after the error shall have been noted by all of them, the error shall be rectified.

#### **15. DIVISION OF PROFITS AND LOSSES**

Each partner shall be entitled to 50% of the net profits of the business, and 50% all losses occurring in the course of the business, unless the losses are occasioned by the willful neglect or default, and not the mere mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of profits shall be made on the 30<sup>TH</sup> of JULY each year.

#### **16. ADVANCE DRAWS**

Each partner shall be at liberty to draw out of the business in anticipation of the expected profits any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of the partnership the terms of agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signatures of each partner shall be affixed on the books of the partnership. Total sum of the advanced draw for each partner shall be deducted from the sum that partner is entitled to, under the distribution of profits as provided in Article fifteen (15).

#### **17. SALARY**

No partner shall receive any salary from the partnership, and the only compensation to be paid shall be as provided in Articles 15 and 16.

#### **18. RETIREMENT**

In the event any partner shall desire to retire from the partnership, the partner shall give 3 months' notice in writing to the other partners. The continuing partner shall pay to the retiring partner at the termination of the 3 months' notice the value of the interest of the retiring partner in the partnership. The value shall be determined by a closing of the books and a rendition of the appropriate profit and loss, trial balance, and balance sheet statements. All disputes arising from such determination shall be resolved as provided in Article Twenty.

#### **19. DEATH OF PARTNER**

In the event of the death of one partner, the legal representative of the deceased partner shall remain as a partner in the firm, except that the exercise of this right on the part of the representative of the deceased partner shall not continue for a period in excess of 6 months, even though under the terms of this agreement a greater period of time is provided before the termination of this agreement. The original rights of the partners shall accrue to their heirs, executors, or assigns.



## **20. RIGHTS OF CONTINUING PARTNERS**

On the retirement of any partner, the continuing partners shall be at liberty, if they so desire, to retain all trade names designating the firm name used. Each of the partners shall sign and execute any assignments, instruments or papers that shall be reasonably required for effectuating an amicable retirement.

## **21. EMPLOYEE MANAGEMENT**

No partner shall hire or dismiss any person in the employment of the partnership without the consent of the other partners, except in cases of gross misconduct by the employee.

## **22. RELEASE OF DEBTS**

No partner shall compound, release, or discharge any debt that shall be due or owing to the partnership, without receiving the full amount of the debt, unless that partner obtains the prior written consent of the other partners to the discharge of the indebtedness.

## **23. COVENANT AGAINST REVEALING TRADE SECRETS**

No partner shall, during the continuance of the partnership or for 2 years after its termination by any means, divulge to any person not a member of the firm any trade secret or special information employed in or conducive to the partnership business and which may come to the partner's knowledge in the course of this partnership, without the consent in writing of the other partners, or of the other partners' heirs, administrators, or assigns.

## **24. ADDITIONAL CONTRIBUTIONS**

The partners shall not have to contribute any additional capital to the partnership to that required under Article Four except as follows: (1) each partner shall be required to contribute a proportionate share in additional contributions if the fiscal year closes with an insufficiency in the capital account or profits of the partnership to meet current expenses; or (2) the capital account falls below AN EXPECTED BUSINESS due to commence.

## **25. ARBITRATION**

If any differences shall arise between or among the partners as to their rights or liabilities under this agreement, or under any instrument made in furtherance of the partnership business, the difference shall be determined and the instrument shall be settled by any law chambers as agreed by the parties who will act as arbitrator, and the decision shall be final as to the contents and interpretations of the instrument and as to the proper mode of carrying the provision into effect.

## **26. ADDITIONS, ALTERATIONS OR MODIFICATIONS**

Where it shall appear to the partners that this agreement, or any terms and conditions contained in this agreement, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration, or modification shall be in writing, and no oral agreement shall be effective.

## **27. NOTICES**

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services at addresses already specified in this Agreement.

## 28. HEADINGS

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

## 29. GOVERNING LAW

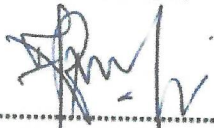
This Agreement shall be construed and enforced in accordance with the laws of the state of UNITED REPUBLIC OF TANZANIA

## 30. ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and there are no commitments, agreements, or understandings between the parties other than those expressly set forth herein. This agreement shall not be altered, waived, modified, or amended except in writing signed by the parties hereto and notarized.

IN WITNESS WHEREOF, the parties have executed this Partnership Agreement on the 15<sup>TH</sup> DAY OF JULY 202

### FIRST PARTNER




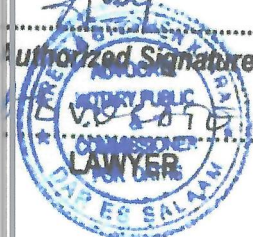
.....  
*Authorized Signature*  
**FILBERT BENEDICT SAMBAGI**  
**PARTNER**

### SECOND PARTNER



.....  
*Authorized Signature*  
**MAUREEN DANIEL MGONGOLWA**  
**PARTNER**

### WITNESS

  
.....  
*Authorized Signature*  
  
.....



# MKATABA WA KUPANGISHA FREMU YA BIASHARA

1. Mkataba huu umeingiwa leo tarehe 1/3/2023

BAINA YA:

BW. JOHN BOSCO SWAI wa S.L.P 15881; DAR ES SALAAM; SIMU 0754839108; ambaye katika mkataba huu anajulikana kama MPANGISHAJI kwa upande mmoja.

NA

CINERA BUSINESS SOLUTIONS; wa S.L.P 110062 - DAR ES SALAAM, simu 0754618809 / 0754025624 ambaye katika mkataba huu anajulikana kama MPANGAJI - kwa upande wa pili.

2. Kwakuwa MPANGISHAJI anapangisha fremu iliyokatika nyumba iliyopo katika mtaa wa Bonde Kariakoo - Dar es Salaam; Tanzania, na MPANGAJI anaridhia kupangishwa fremu hiyo kwa ajili ya biashara. HIVYO BASI; pande zote mbili wanafikia makubaliano ya kupangisha fremu hiyo kwa pamoja kwa masharti yafuatayo:

2.1 Kwamba; MPANGISHAJI atapangisha na MPANGAJI atapanga fremu hiyo kwa muda wa mwaka mmoja kuanzia tarehe 01/03/2023 hadi tarehe 29/02/2024.

2.2 Kwamba; MPANGAJI anapanga fremu hiyo kwa gharama

shilingi Laka moja tu

(Tsh. 100,000/-) kwa mwezi mmoja, sawa na shilingi Milioni

moja na laka moja (Tsh. 1,200,000/-) kwa mwaka mmoja (miezi kumi na mbili)

2.3 Kwamba; tarehe ya kutia saini mkataba huu, MPANGAJI ameshalipa kodi ya Mwaka mzima.

2.4 Kwamba; MPAGAJI anao wajibu wa kuhakikisha kwa muda wote fremu hiyo inakaa katika hali nzuri kama alivyoikuta na endapo atasababisha uharibifu wowote, basi, atawajibika kwa gharama zake kutengeneza pale alipoharibu.

2.5 Kwamba gharama za maji, umeme na gharama nyingine za ulinzi na maji taka zitamhusu mpangaji na ataji masharti yote kwa mujibu wa sheria za Manispaa/Jiji.

L/H (Rent) = 120,000/-  
Interest = 7,500/-  
L/H Duty = 12,000/-  
Penalty = 24,000/-

07/08/2023





TANZANIA

Form 5



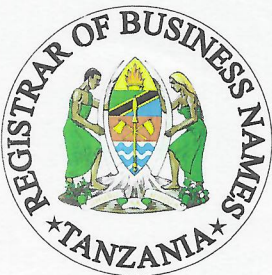
No. 550941

## Certificate of Registration

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

I HEREBY CERTIFY THAT **CINERA BUSINESS SOLUTIONS** this **16<sup>th</sup>** day of **AUGUST** year **2023** 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 **550941** in the Index of Registration.

**GIVEN** under my hand at Dar es Salaam this **16<sup>th</sup>** day of **AUGUST** **TWO THOUSAND AND TWENTY THREE.**



*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.



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

19760715-14131-00003-21

First Name

MAJINA YA KATI  
Middle Name

JINA LA MWISHO  
Last Name

JINSI : M  
Sex

MUKOSHIDHARA WA MATO  
Expiry Date



...entitled as a True Copy of the Original  
ARRETC - 21/1/2024







REPUBLIKI YA TANZANIA  
KITAMBULISHO CHA TAIFA  
THE UNITED REPUBLIC OF TANZANIA  
CITIZEN IDENTITY CARD



**19781228-14131-00004-13**

**INA LA KWANZA : MAUREEN**  
First Name

**MAWA YA KATI : DANIEL**  
Middle Name

**INA LA MWISHO : MGONGOLWA**  
Last Name

**JINSI : F**  
Sex

**MWISHO WA MATUMIZI : 25 JUNI 2024**  
Expiry Date



Certified as a True Copy of the Original  
21/08/2023

**ARETAS STEPHEN KYARA**  
Advocate, Notary Public, Commissioner for Oath

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



BARAZA LA FAMASI



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

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

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

1. Jina la mwanataaluma Jocian M. Sezeru 0406700
2. Namba ya simu 062403208 barua pepe jociansezeru@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 31/12/2024
4. Je, umehisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?  
(<http://196.45.42.57/pcmis/data/viewmodules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

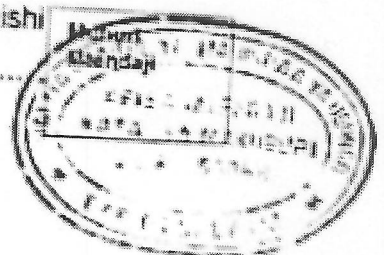
Mimi Jocian M. Sezeru mwenye  
taaluma ya dawa ngazi ya Fundi Dawa Sanifu nakini kwamba nitafanya  
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo  
CINERA PHARMACY & OPTICS FIN BAR FSSALAM lililopo katika  
Wilaya ya ILALA Mkoani ILALA  
Sahihi [Signature] Tarehe 03/03/2024

Uthibitisho wa Mfamasia wa Halmashauri  
Nathibitisha kwamba mwanataaluma tajwa ni miongoni mwa  
wanataaluma waliopo katika halmashauri ninyosimamia

Jina na Sahihi DORIS LUTER Tarehe 9/2/2024  
Muhuri KNY: DMO  
FOR CITY MEDICAL OFFICER OF HEALTH  
DSM CITY COUNCIL

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Uthibitishwe na Afisa Mtendaji  
Jina la mtendaji (Kata), ASHA HSECHU GE Kata ya MAKURURU  
Nathibitisha kwamba Ndugu Jocian M. Sezeru anaishi  
langu mtaa/kijiji MWONGOZO kuanzia mwaka 2021  
Sahihi Afisa mtendaji  
[Signature]  
Tarehe 07/02/2024





# AGREEMENT FOR EMPLOYMENT OF PHARMACEUTICAL TECHNICIAN

This Agreement is made on this 31<sup>ST</sup> day of JANUARY 2024

BETWEEN

FILBERT R. SAMBAGI (Name) of P.O. Box 110062 Region DARES SALAAM  
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees, agents or  
his legal representative of his business.

AND

JOATAN-M. SEZERO

will perform all the technical activities in the Pharmacy (hereinafter referred to as the Pharmaceutical Technician) who is an enrolled Pharmaceutical Technician who is under pharmacist supervision (hereinafter referred to as the Pharmaceutical Technician).

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

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

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

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

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

WHEREAS the Parties agree to operate a business of a pharmacist styled as CINERA PHARMACY & COSMETICS

AND NOW WHEREFORE THIS AGREEMENT WITNESSED AS FOLLOWS;

## 1. Interpretation:


"Act" means the Pharmacy Act, Cap 311.

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

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

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

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





prescribed by the Pharmacy Council and other relevant authorities.

- 4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.1.5 Hire other pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.
- 4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 Follow up and implement on matters advised by a Pharmaceutical Technician and approved by Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 Shall ensure pharmaceutical services are provided with due care.
- 4.1.9 Shall ensure all proper records are maintained and managed well.
- 4.1.10 Shall ensure the use of reference and other relevant materials whenever necessary for provision of pharmaceutical services and operations.
- 4.1.11. Shall report to the Pharmacy Council on poor attendance, service provided or malpractices done by the Pharmaceutical Technician.
- 4.1.11 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e Superintendent log book, PC logo, dispensing register, ledgers etc.
- 4.1.12 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.13 Shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a superintendent.
- 4.1.14 Perform any other duty as the Council may determine from time to time.

#### 4.2 The Pharmaceutical Technician;

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

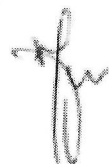


The Pharmaceutical Technician under personal supervision of a pharmacist  
Shall have the following duties and obligations: -

- 4.2.1 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.2 Shall ensure services are provided under his/ her physical supervision.
- 4.2.3 Shall manage and undertake all technical and professional matters in the pharmacy under supervision of a pharmacist.
- 4.2.4 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.5 Shall provide pharmaceutical service with due care.
- 4.2.6 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.7 Shall ensure all availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.8 Shall report to the Pharmacy Council on any malpractices or violations done by the Proprietor.
- 4.2.9 Shall ensure all availability of all necessary tools for pharmacy operations are in place.
- 4.2.10 Must ensure that whoever is on duty shall appear on a white coat and name tag on it.
- 4.2.11 Shall ensure all certificates (business permit, premise registration, copy of certificates of pharmaceutical personnel any other certificates from other are conspicuously displayed in the premises.
- 4.2.12 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.13 Shall perform any other duty as the council may determine.

#### 5. Termination

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





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

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

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

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

#### **6. Dispute Settlement**

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

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

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

#### **7. Costs**

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

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

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

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





Signed and delivered by the parties at this 31<sup>ST</sup> day of JAN 20 24

**SIGNED and DELIVERED**

By the said FILBERT BENEDET SAMBAG

Who is known to me personally/

Introduced to me by

.....the latter known to me personally

This 31<sup>ST</sup> day of JAN 20 24

In the presence of:

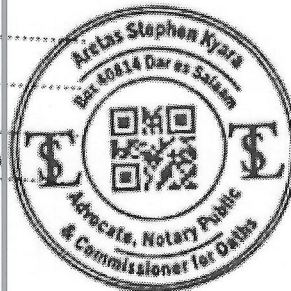
Name: ARETAS KYARA

Designation: ADVOCATE

Signature: AWP

Date: 31-01-2024

PROPRIETOR



**SIGNED and DELIVERED**

By the said JOCTAN-M. SEZERU

Who is known to me personally/

Introduced to me by

.....the latter known to me personally

This 03 day of 02 20 24

In the presence of:

Name: ARETAS KYARA

Designation: ADVOCATE

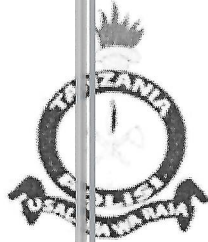
Signature: AWP

Date: 31-01-2024

PHARMACEUTICAL  
TECHNICIAN



JAMHURI YA MUUNGANO WA TANZANIA  
WIZARA YA MAMBO YA NDANI YA NCHI  
JESHI LA POLISI TANZANIA



TAARIFA YA MALI ILIYOPOTEA

*Hii ni kuthibitisha kuwa*  
mary kassian mkina



Nimetoa taarifa kituo cha polisi siku ya Sunday, January 28th, 2024 kwamba mali iliyoainishwa hapa chini imepotea.:-

| Aina ya Mali | Jina ya Mali                      | Nambari ya Mali |
|--------------|-----------------------------------|-----------------|
| Nyingine     | premises registration certificate | 104685773       |

**Maelezo Zaid**

nimepoteza cheti cha kibali cha eneo la biashara nilipoteza katika mazingira ya ofsini



Nambari ya malipo :: 9910840447048

MKUU WA JESHI LA POLISI(CPF)

Nambari ya kitambulisho :: 104685773

Monday, March 11th, 2024

NB: Lazima ieleweke wazi kwamba ripoti hii si ushahidi kwamba ripoti iliyowasilishwa na mlalamikaji ilikubaliwa na Kituo cha Polisi kama halali.