Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	: **924281281769258**
Received from	: PRS 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 - 0*	200,000.00	
	Total Billed Amount :	**200,000.00 (TZS)**

Bill Reference	: 16210281240247469422
Payment Control Number	: ***991620277821***
Payment Date	: **2024-10-07 10:10:50**
Issued by	: Zena Mango
Date Issued	: 2024-10-07 10:13:48
Signature	: .....

PHARMACY COUNCIL

99162127 78 Alpie 200,000/-
2/ Alteration
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: B&L ZAKHEM PHARMACY FIN. 0101366

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

PHYSICAL ADDRESS:

Plot No. 357 Street: KIBONDEMAJI Ward. ZAKHEM

District/Municipal. TEMEKE Region: DSM

POSTAL ADDRESS: ..... Contact. No. 0752 624005

E-mail: jackyndth@gmail.com

OWNERSHIP:

Directors (Names): 1 JACQUILINE NDITI Qualification: PHARMACIST /OWNER.

2. — Qualification: —

3. — Qualification: —

SUPERINTENDANT INFORMATION:

Full Name: JACQUILINE NDITI PIN: 0102003

Residential Address: DAR ES SALAAM Tel: 0752 624005 Email: jackyndth@gmail.com

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

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: PRS PHARMACY

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

PHYSICAL ADDRESS:

Plot No. 357 Street. KIBONDEMAJI Ward. ZAKHEM

District/Municipal. TEMEKE Region DSM

POSTAL ADDRESS: ..... CONTACT. No. 0745507039

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. PROSPER RAYMOND SHAYO Qualification: OWNER.
2. ..... Qualification: .....
3. ..... Qualification: .....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: PENDO ZUBERI HOZA PIN: 0101103

Residential Address: DSM Tel: 0719886230 Email: pendohoza@yahoo.com

Contract commencement date: 2/9/2024 Cessation date 2/10/2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. ~~Closing~~ BSL ZAIKHEM PHARMACY business

2. CHANGING OWNERSHIP FO PRS PHARMACY

SECTION D: APPLICANT INFORMATION

Name of Applicant: JACQUILINE JOHN NDITI

(Contact/email if different from the above)

Address: ..... Tel: 0752 624005 E-mail: jaelyndub@gmail.com

Signature of Applicant ..... Date 22/9/2024

SECTION E: APPLICANT DECLARATION

I hereby declare to the best of my sanity that the information provided is valid and there are mutual agreements of terms between parties

Signature of Applicant ..... Date 22/9/2024

SECTION F: REQUIRED ATTACHMENT

Please attach the following documents depending on your proposed changes:

1. TAX CLEARANCE CERTIFICATE ✓
2. Copy of lease agreement or title deed ✓
3. Memorandum of Understanding ✓
4. Certificate of registration from BRELA ✓
5. Copy of Director(s) ID
6. Original Premises Registration Certificate (For Alteration No. 1 or 2) ✓

MKATABA WA UPANGAJI

Mkataba umefanyika leo tarehe 01.....Mwezi JUNE.. Mwaka 2024...

KATI YA

MERCY DEBORAH NGAYEJE wa Dar es salaam (ambaye ni mwangalizi na katika mkataba huu anajulikana kama "Mwenye nyumba" kwa upande mmoja

NA

Ndugu. JACQUILINE JOHN NDITI.....S.L.P. 41589.... ambaye katika mkataba huu anajulikana kama mpangaji).

UTANGULIZI

a. Mwenye nyumba ni mwangalizi wa nyumba ya biashara za maduka iliyopo kwenye Plot No. 357, Block "L" Mtaa wa Zakhem, Mbagala Wilaya ya Temeke Dar es salaam.

b. Mwenye nyumba amikili kumpangisha mpangaji fremu ya duka iliyopo .....

c. Mpangaji kwa hiari yake mwenyewe amekubali kupanga fremu hiyo kwa masharti yaliyomo katika mkataba huu.

HIVYO BASI pande zote mbili zimekubali upangaji uliotajwa utafanyika katika yaliyomo katika mkataba huu.

1. **KODI**

Kodi kwa mwezi ni shilingi LAKI MBILI NA ELFU THEMANINI 280,000 (Mwenye nyumba atalipia asilimaia 10% ya pato atakalolipwa na Mpangaji yaani withholding tax on rent, na Mpangaji atalazimika kulipia asilimia 1% ya kodi atakayomlipa mwenye nyumba. Kodi hii ipo kwa mujibu wa sheria za kodi za ndani ya nchi.)

2. MALIPO

a. Malipo ya awamu ya kwanza yatafanyika siku ya kusaini mkataba huu ambapo mpangaji atalipa kodi ya miezi MITATU 3 ..ambayo ni shilingi LAKI NANE NA ELFU AROBAINI TU... 840,000/=

b. Malipo ya awamu ya pili yatafanyika baada ya miezi MITATU 3 Yaani 01 SEPTEMBER ....2024.....

3. MUDA

Mkataba huu utakuwa wa kipindi cha MITATU 3 ..... kuanzia tarehe 01 JUNE ..... mpaka tarehe 31 AGUST 2024

MPANGAJI KATIKA MKATABA HUU:-

i. Anawajibika kulipa gharama zote za nazohusu maji na umeme kuanzia pale anapoingia kwenye nyumba.

ii. Mpangaji anawajibika wakati wowote kuweka hali nzuri vitu vyote vya ndani kaunzia jengo, madirisha, nyaya za umeme na thamani (ikijumuisha na viyoyozi) rangi za ukutani na mapambo yoyote ya kiujenzi na kufanya marekebisho madogo madogo panapohusika (uharibifu wa kawaida wear and tear haukujumuishwa). Uharibifu wowote wa vifaa au thamani utokanao na uzembe itabidi ufidiwe na mpangaji.

iii. Analazimika kukabidhi fremu hiyo aliyopanga mara baada ya mkataba huu unapomalizika katika hali ya usafi na isiyokuwa ya uharibifu kama alivyokabidhiwa ikijumuishwa kupaka rangi ndani.

iv. Mpangaji haruhusiwi kujenga au kubomoa kipande chochote cha jengo katika fremu.

v. Mpangaji atatumia fremu hiyo kwa matumizi yake ya biashara tu.

vi. Mpangaji haruhusiwi kupangisha, kuuza au kutoa kwa mtu yeyeote fremu au sehemu ya fremu aliyopanga bila kwanza kupata idhini ya mwenye nyumba kwa maandishi.

vii. Mpangaji haruhusiwi kuendesha shughuli zozote katika nyumba ambazo hazikubaliki kisheria na wala kimaadili.

viii. Mpangaji hatofanya, au kusababisha kufanyika hali yoyote itakayoleta usumbufu, uharibifu au madhara kwa Mwenye nyumba au majirani au mali za majirani wa fremu hiyo.

ix. Mpangaji anawajibika kumruhusu mwenye nyumba kuingia kwenye fremu hiyo kwa ajili ya ukaguzi au kufanya matengenezo yeyote ya lazima.

x. Mpangaji atalipa kodi nyingine zote zinazomhusu kwa mamlaka ya Serikali zinazohusika.

MWENYE NYUMBA KATIKA MKATABA HUU

i. Anawajibika kulipa kodi ya kiwanja na huduma kufuatana na sheria na kanuni za ulipaji kodi hizo.

ii. Ana wajibu wa kuhakikisha kwamba fremu iko katika hali nzuri kiusalama na kiafya na inaweza kukalika kwa binadamu kwa shughuli iliyokusudiwa i.e biashara.

MASHARTI MENGINE YATAKUWA KAMA IFUATAVYO:-

i. Mkataba huu unaweza kuongezwa muda wake unapomalizika kwa kutoa tarifa ya maandishi ya miezi mitatu kwa mpangaji na endapo mwenye nyumba haitaji kuongeza muda wa Mkataba basi ataandika notisi kwa muda huo huo na masharti ya Mpangaji yataangaliwa upya yanaweza kubaki kama yalivyo.

ii. Mawasiliano yote katika Mkataba huu yatakuwa kwa mdomo au maandishi katika anwani zilizoonyeshwa hapo juu.

iii. Biashara ya vileo hairuhusiwi, Mpangaji haruhusiwi kuleta fundi wa umeme katika jengo au sehemu uliyopanga badala yake anatakiwa kuwasiliana na msimamizi wa jengo atamtafuta fundi wa umeme.

iv. Mpangaji atakapo vunja ama yote au moja (kati ya mashari ya Mkataba huu, basi, mwenye nyumba (mmiliki) anaweza kusitisha Mkataba huu pasipo fidia ya aina yeyote ile.

KWA KUTHIBITISHA makubaliano pande zote mbili zimetia saini zao kama ifuatavyo:-

TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 101-046-656
MKURUGENZI MANISPAA TEMEKE
NATIONAL STADIUM
46343
DAR ES SALAAM

Tax Certificate Number: **141-0206-5431**

Issuing Office: Temeke
Telephone: 022-2861122
Date of issue: 10 June 2024
Expiry Date: 31 December 2024

Taxpayer Name	JACQUILINE JOHN NDITI		
Trading Name			
Taxpayer Identification Number	116-812-924	Vat Registration Number	
Company Registration Number			

Business Premises located at :
REGION : DAR ES SALAAM,
DISTRICT : TEMEKE,
STREET : MBAGALA KIBONDEMAJI

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

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

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
10 June 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.

UMETIWA SAINI KUKABIDHIWA

Na MERCY DEBORAH NGAYEJE

Ambaye namfahamu mwenyewe binafsi

Leo tarehe 01 JUNE 2024.....

Hapa Dar es salaam.

SHOWARI MOHAMED ULUNGU

kwa niaba ya Mercy D. Ngayeje

Showari MU.....

UMETIWA SIANI KUKABIDHIWA

Na JACQUILINE JOHN NDITI...

Ambaye namfahamu mwenyewe binafsi

Leo tarehe 01 JUNE 2024.....

Hapa Dar es salaam.

.....

THE UNITED REPUBLIC OF TANZANIA

MINISTRY OF HEALTH

PHARMACY COUNCIL

DECLARATION FORM FOR PHARMACY OWNERS WHO ARE PHARMACEUTICAL PERSONNEL

(Made under Section No. 43 (1) (a) of the Pharmacy Act 2011)

Cadre: Pharmacist ☐ Pharm. Technician [✓] Pharm. Assistant ☐ Pharm. Dispenser ☐

Owner's Responsibilities: Superintendent [☐] Other Pharmaceutical Personnel ☐

I PROSPER RAYMOND PHAYO with Personal Identification Number (PIN) 0405875 of Year 2022, residing at MBAGALA district, in TEMEKE Region, Hereby declares that:

I am a Sole proprietor/shareholder of pharmaceutical business named PRS PHARMACY, with Facility Identification Number (FIN) _____ of year _____, located at _____ District, _____ Region with a Business Tax Identification Number (TIN) 157793292. **(TIN Certificate to be attached)*****.

As the owner of the named pharmacy, I shall abide to all obligations as a proprietor and I will comply with the Laws, Regulations, Guidelines and Standards prescribed by the Council and other relevant authorities in running the business of a pharmacist.

In case I fail to adhere to these legislations, I shall be responsible and liable for being subjected to a professional misconduct.

Phone: 0745507039 Email Address: pmoris41@gmail.com

Signature: _____ Date: 03/10/2024

NOTE: This form shall be a substitute of the **Contract agreement** to pharmacists / Other Pharmaceutical Personnel who owns a pharmacy at same time they are superintendent/practice as other pharmaceutical personnel in the pharmacy. In this case, the owner shall abide to obligations/ scope of practice as stated under The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) Regulations, 2020.

*** **Mandatory**

AGREEMENT FOR PURCHASE OF PHARMACY

THIS AGREEMENT FOR PUCHASE OF PHARMACY is made on the 22 day of September, 2024

BETWEEN

JACQUILINE JOHN NDITI Trading as **B&L ZAKHEM PHARMACY** of P.O.BOX 41589 Dar Es Salaam (hereinafter referred as **"The Vendor"**) of one part;

AND

PROSPER RAYMOND SHAYO Trading as **PRS PHARMACY** of **Arusha** (hereinafter referred as **"the Purchaser"**) of the other part.

WHEREAS the Vendor is a lawful owner and Superintendent of **B&L ZAKHEM PHARMACY located** at **PLOT NO 357 BLOCK L, ZAKHEM, MBAGALA, TEMEKE MUNICIPALITY, DAR ES SALAAM with FIN 0101366 (HEREINAFTER REFERRED TO AS "THE BUSINESS").**

AND WHEREAS, the Vendor is desirous of selling the business and the purchaser agrees to purchase all rights, assets and property used in or related to the ownership, operation or maintenance of the business.

NOW THIS AGREEMENT WITNESSETH as follows: -

1) **IN CONSIDERATION** of the sum of **Tanzania Shillings Eleven Million only (TZS. 11,000,000/=)** the Vendor sells and the Purchaser buys the property free from any encumbrances whatsoever.
2) That upon signing this agreement the Vendor Acknowledge receipt of **Tanzania Shillings Eleven Million only (TZS. 11,000,000/=)**
3) Upon execution of this agreement the Vendor shall hand over physical possession of the business to the Purchaser and shall hand over all relevant documents in respect of the said business.
4) The Vendor warrants that:-

   (a) the Vendor is the true owner and that the business is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever;

   (b) That all information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete inaccurate or misleading;

(c) That the Vendor is not aware of any intended expropriation of the business or any portion of it.

5. This Agreement of Sale constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation, term or warranties not contained herein shall be binding on the parties.
6. This Agreement is subject to the obtaining of all necessary consents failure whereof the parties shall revert to their original position as per this Agreement.
7. No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

AS WITNESS hereof the parties hereto have executed these presents in the manner and days hereinafter appearing.

SIGNED and **DELIVERED** by the said **JACQUILINE JOHN NDITI** trading as **B&L ZAKHEM PHARMACY who** is known to me personally/~~identified~~ to me by .....the latter person being known to me personally on this 22nd day of September 2024.

VENDOR

NAME: DOROTHY RICHARD MKWIZU
SIGNATURE: .....
POSTAL ADDRESS: P.O.BOX 18000 DSM
QUALIFICATION: COMMISSIONER FOR OATHS

Dorothy Richard Mkwizu Box 18000 Dar es Salaam Advocate, Notary Public & Commissioner for Oaths

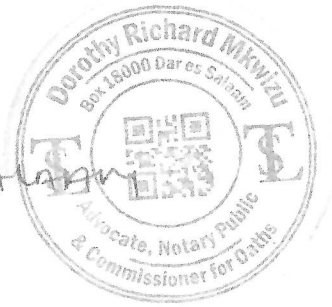
SIGNED and **DELIVERED** by the said **PROSPER RAYMOND SHAYO trading as PRS PHARMACY** who is known to me ~~personally~~/identified to me by Jacquiline J. Nditi ...the latter person being known to me personally on this 22nd day of September 2024.

PURCHASER

NAME: HERMAN DEOMATI MUNUO
CONTACT: 0744-668-800

PURCHASER WITNESS

NAME: DOROTHY RICHARD MKWIZU
SIGNATURE: .....
POSTAL ADDRESS: BOX 18000 DAR ES SALAAM
QUALIFICATION: COMMISSIONER FOR OATHS



Form 5

TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 537683

Certificate of Registration

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

I HEREBY CERTIFY THAT **PRS PHARMACY** this **14th** day of **MARCH** 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 **537683** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this **14th** day of **MARCH TWO THOUSAND AND TWENTY THREE.**

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.

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

DRS PHARMACY

(PROPRIETOR)

AND

PENDO ZUBERI HOZA .

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 2 day of 10 20 24

BETWEEN

PRS PHARMACY **(Name) of P.O. BOX** TEMEKE **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

PENDO ZUBERI HOZA 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_____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 02 day of OCTOBER 2024 to 02 day of OCTOBER 2025

3. **Commencement of Supervision**
The superintendent shall commence management and supervision of the above named Pharmacy on the 02 day of OCTOBER 2024

4. **Obligation of the Parties:**

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities;

4.1.1 The **PROPRIETOR** shall pay monthly allowance/emoluments of 600000 TZS ..... 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 **1st day** of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.

(b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for **ten (10)** days without any justifiable cause, the Superintendent shall treaty such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.

4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the Council and other relevant authorities.

4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.1.5 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.

4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.

4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.

4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent log book, PC logo, dispensing register, ledgers etc.

4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.

4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

4.2 The Superintendent;

For an allowance or emolument stipulated in clause 4.1.1 of this Agreement, the Superintendent shall, with all commitment and professional diligence, take the necessary steps to establish and efficiently supervise the said pharmacy, dealing in Pharmaceuticals.

The superintendent shall have the following duties and obligations: -

4.2.1 Shall obtain from the Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist.

4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week. Full time pharmacist is more preferable.

4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.

4.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.

4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.

4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.

4.2.7 Shall provide pharmaceutical service with due care.

4.2.8 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.

4.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.

4.2.10 Shall report to the Council on any malpractices or violations done by the Proprietor.

4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.

4.2.12 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

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

4.2.14 Shall ensure that all certificates (business permit, premises registration, copy of certificate of a Superintendent and any other certificates from other authorities are conspicuously displayed in the premises.

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

4.2.16 Shall perform any other duty as the Council may determine.

5. Termination

5.1 This Agreement shall be terminated:

(a) by automatic termination;

(b) by mutual consent, or

(c) by Notice

5.2 The Agreement may automatically be terminated:

(i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.

(ii) If the Council cancels the licence, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.
Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.

5.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

5.4 The Agreement may be terminated by notice:

(i) By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;

(ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

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

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 02 day of OCTOBER 2024.

SIGNED and DELIVERED at DAR ES SALAAM by the said PROSPER RAYMOND SHAYO who is known to me personally/identified to me by .....the latter being personally known to me this 2 day of 10 2024

PROPRIETOR

In the presence of:
Name: HOPE JAFFAR KAWAWA
Designation: MBAGALA ZAICHEM ADVOCATE
Signature: .....
Address: P.O. Box 8676 DAR ES SALAAM
Date: 2-OCT-2024

Hope Jaffar Kawawa Box 8676 Dar es Salaam Advocate, Notary Public & Commissioner for Oaths

SIGNED and DELIVERED at DAR ES SALAAM by the said PENDO DUBERI HOSEA who is known to me personally/identified to me by .....the latter being personally known to me this 2 day of OCTOBER 2024

SUPERINTENDENT

In the presence of:
Name: HOPE JAFFAR KAWAWA
Designation: MBAGALA ZAICHEM ADVOCATE
Signature: .....
Address: P.O. Box 8676 DARES SALAAM
Date: 2-OCT-2024

Hope Jaffar Kawawa Box 8676 Dar es Salaam Advocate, Notary Public & Commissioner for Oaths

THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

19950512273010000128

Kitambulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Hairuhusiwi kufanya mabadiliko ya aina yoyote wala kumpatia mtu ambaye haruhusiwi kukitumia. Kama kikipotea au kuharibiwa taarifa kamili itolewe Kituo cha Polisi na Ofisi ya NIDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania [illegible].

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tempered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

DIRECTOR GENERAL
NATIONAL IDENTIFICATION AUTHORITY

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

19950512-27301-00001-28

JINA PROSPER RAYMOND
Given Name
JINA LA MWISHO SHAYO
Last Name
TAREHE YA KUZALIWA : 12 MAY 1995
Date of Birth
JINSI :M
Sex
SAINI:
Signature

PHARMACY COUNCIL

PREMISES REGISTRATION CERTIFICATE

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

FIN: 0101366

This is to certify that the premises owned by M/S ***B & L Zakhem Pharmacy*** of ***P.O. Box 41589, Dar es Salaam*** located at ***Plot No. 357, Block L, Zakhem , Mbagala, Temeke*** Municipality/District in ***Dar es Salaam*** Region has been registered for ***Retail Only*** to sell pharmaceutical and related products with Facility Identification Number (FIN) ***0101366***

Issued in: ***August 2020***

Expires on: ***30 June 2026***

03-12-2020

DATE:

SIGNATURE OF REGISTRAR AND STAMP

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*