



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: SMILES PHARMACY FIN: 0102546

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

PHYSICAL ADDRESS:

Plot No. 19M Street: PAMBA "A" Ward: PAMBA

District/Municipal: ILEMELA Region: MWANZA

POSTAL ADDRESS: 2019, MWANZA Contact No. 0753344580

E-mail: dainessonditi@gmail.com

OWNERSHIP:

Directors (Names): 1. DAINESS ONDITI Qualification: PROPRIATOR

2. Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: LUCIA M. JOHN PIN: 0103334

Residential Address: P.O. BOX 186, MAGU Tel: 0768167113 Email: msomalucia@gmail.com

Contract commencement date: 01.06.2022 Cessation date: 01.06.2023

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: FORGIES PHARMACY

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

PHYSICAL ADDRESS:

Plot No. 19M Street: PAMBA "A" Ward: PAMBA

District/Municipal: ILEMELA Region: MWANZA

POSTAL ADDRESS: P.O. Box, 2019, Mwanza CONTACT No. 0744770898

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. FORGIVENESS MMARI Qualification: BUSINESS WOMAN
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: JOSEPH SHUGHA NHANDI PIN: 0103309
 Residential Address: NYAKATO Tel: 0759502854 Email: shugha83@gmail.com
 Contract commencement date: 25.12.2023 Cessation date 25.12.2024

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. THE PREVIOUS OWNER HAS SELL THE PHARMACY DUE TO PERSONAL
2.

SECTION D: APPLICANT INFORMATION

Name of Applicant: FORGIVENESS MMARI
 (Contact/email if different from the above)
 Address: BUSWELU, MWANZA Tel: 0744770898 E-mail: forgyem@gmail.com
 Signature of Applicant: F. mmari Date: 17.01.2024

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: F. mmari Date: 17.01.2024

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)



ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 115-354-604

EQUITY BANK (TANZANIA) LIMITED

OHIO STREET

110183

DAR ES SALAAM

Tax Certificate Number:

261-0182-4603

Issuing Office: Mwanza

Telephone: 028 2500906

Date of issue: 04 October 2023

Expiry Date: 31 December 2023

Taxpayer Name	DAINESS NGONG'HO ONDITI		
Trading Name			
Taxpayer Identification Number	141-255-355	Vat Registration Number	
Company Registration Number			

Business Premises located at :
REGION : MWANZA,
DISTRICT : NYAMAGANA,
STREET : Miembeni A

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	Other retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores
2	Activity for Non Business Purposes
3	Other personal service activities n.e.c.

Michael T. Muhoja
COMMISSIONER FOR DOMESTIC REVENUE
04 October 2023



Disclaimer :

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



TANZANIA

Form 5



No. 561273

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **FORGIES PHARMACY** this **21st** day of **DECEMBER** 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 **561273** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this **21st** day of **DECEMBER** **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.

561273101110


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


19921219-33101-00004-11

JINA: FORGIVENESS EMMANUEL
 Given Name
 JINA LA MWISHO: MMARI
 Last Name
 TARIHI YA KUZALWA: 19 DEC 1992
 Date of Birth
 JINSI: F
 Sex
 SAHO: 
 Signature



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD



19921219331010000411

Kitambulisho hiki ni mali ya Jamhuri ya Muungano wa Tanzania. Hufundishwa
 kutibayia mabadiliko ya aina yeyote wala kumpatia mtu ambaye hufundishwa kufundisha. Kama
 kumpatia, au kuharibwa, au kama kina kosa, lazima iwekwa kwenye Kibu cha Polisi na Ofisi
 ya NIDA wa Ofisi ya Uhusianu ya Jamhuri ya Muungano wa Tanzania ayo kando.

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


 DIRECTOR GENERAL
 NATIONAL IDENTIFICATION AUTHORITY

AGREEMENT OF PURCHASE AND SALE OF THE BUSSINESS.

This Agreement is made at Mwanza on this.....14th..... day of December, 2023.

BETWEEN

Ms. DAINNESS NGONG'HO ONDITI of P. O. Box 457 Mwanza City (hereinafter referred to as the "Vendor"), a sole proprietor holding business name styled SMILES PHARMACY based on selling medicines retail (Pharmacy) registered as per the Laws of Tanzania.

AND

Ms. FORGIVNESS EMMANUEL MMARI with registered Telephone number 07844-770898 (herein after referred to as the "Purchaser"), an individual with her main address located at Nyamhongolo area within Mwanza City

WHEREAS:

- A. That the Vendor is the lawful owner of business name styled "SMILES PHARMACY" based on selling medicines retail (Pharmacy), situated at Pamba "A" street, Pamba ward, Nyamagana district, within Mwanza City, (Hereinafter referred to as "the Business").
- B. That, the Purchaser has agreed to purchase the said Business as "*Going Concern*" from the vendor hereof.
- C. That, The Vendor is desirous and have agreed with the Purchaser for the sale of the whole of the said Business as "*Going Concern*".
- D. That, the Vendor and the Purchaser have conducted negotiations on the sell/purchase of the said Business as "*Going Concern*" and are agreeable to the terms herein.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS: -

1. SUBJECT-MATTER

1.1 That, The Purchaser agrees to buy and the Vendor agrees to sell the business, all the undertaking and assets in connection with the said above-mentioned Pharmacy business carried on business name styled as "SMILES PHARMACY" to FORGIVNESS EMMANUEL MMARI (a sole proprietor) including, without limiting the generality of the foregoing:

- a) The furniture, fixtures and equipment more particularly described therein after referred to as the "equipment") as herein under;
 - i) Fixtures and its improvements
 - ii) Stock of Medicine available
 - iii) Air condition
 - iv) Billboard
 - v) Tables

vi) Chairs

vii) One Refrigerator

- b) All leasehold interest in the lease held by the Vendor;
- c) The goodwill of the business together with the exclusive right to the Purchaser to represent itself as carrying on business in succession to the Vendor and to use the business style of the business and variations in the business to be carried on by the Purchaser (the "goodwill").

Notwithstanding, Parties herein further agreed, that the following assets are expressly excluded from the purchase and sale that is to say cash on hand or on deposit, accounts receivable, book and other debts due or accruing due.

2. PURCHASE PRICE

2.1 The purchase price payable for the undertaking and assets agreed to be bought and sold is the total of the amount computed and allocated as Tanzanian Shillings Thirty Five Million Five Hundred Thousand (Tshs. 35,500,000/=) for the following; that is to say; The business, Equipment, Goodwill, Lease, any accessory necessary for the business operations, furniture and parts available therein, fixed apparatus if any and any asset(s) agreed to be bought and sold thereof.

That, it is further agreed by the parties herein that Purchaser may be excluded from the purchase and sale of any item which the Purchaser reasonably considers unsaleable by reason of defect in quality.

3. TERMS OF PAYMENT

3.1 The payment shall be made to the vendor from the Purchaser by way of bank deposit via Vendor's bank Account number 0152604791600 bearing vendor's name **DAINESS NGONG'HO ONDITI** at CRDB Bank on the date of execution of this agreement forthwith. The said purchase price shall not assume the future operating expenses of the business including but not limited to rent and utilities.

4. CONDITIONS, REPRESENTATIONS AND WARRANTIES

4.1 The following representations and warranties are made and given by the Purchaser to the Vendor,

- a) That, the carrying on of the business at its present location is not prohibited by land use restrictions;
- b) That the Purchaser is willing to proceed and take over the existing Lease between the vendor and her Land Lord subject to written consent be issued by the said Land Lord;
- c) That the Purchaser obtain all the necessary required documents for her to carry on with the said Pharmacy business;
- d) That the premises shall be in the same condition, with conducive situation fit for such business operations.

4.2 The following representations and warranties are made and given by the Vendor to the Purchaser,

- a) That, the Vendor being Lease holder has mandate to transfer her Lease interests and the agreed purchased items and/or assets to the purchaser thereof.
- b) That, the assets agreed to be bought and sold are sold free and clear of all liens, encumbrances and charges;
- c) That, all the equipment sold per this Agreement are in good operating condition;
- d) That, the said lease is standing valid and the Vendor has fulfilled all of her obligations under the said lease including issuance of her land lord's written consent to take over the Lease premise.
- e) That, the Vendor has made full and fair disclosure in all material respects of any matter that could reasonably be expected to affect the Purchaser's decision to purchase the undertaking and assets agreed to be bought and sold on the terms set out in this agreement;
- f) The Vendor will execute such assignments, consents, clearances or assurances after closing, prepared at the Purchaser's expense, as the Vendor considers necessary or desirable to assure the Purchaser of the proper and efficient execution of this agreement.

5. DISPUTE RESOLUTION

- 5.1. This Agreement has been entered into by the parties on mutual understanding and any misunderstanding between the parties herein will be referred to the court of law.

6. GOVERNING LAWS

- 6.1. That, this agreement shall be governed solely by the laws of Tanzania.

IN WITNESS WHEREOF the parties herein have duly executed these presents in the manner and on the day and the year hereinafter appearing.


SIGNED and DELIVERED at MWANZA by the
Said Ms. DAINESS NGONG'HO ONDITI

Who is known to me personally identified

To me by FORGIVENESS MARI

The latter being known to me personally

In my presence this ^{14th} day of DECEMBER 2023



VENDOR

BEFORE ME:

NAME

FELIX JAMES

SIGNATURE



POSTAL ADDRESS

Box 877 Mwanza

QUALIFICATION

: ADVOCATE



SIGNED and DELIVERED at MWANZA by the

Said Ms. FORGIVENESS EMMANUEL MMARI

Who is known to me personally / identified

To me by.....

The latter being known to me personally

In my presence this 14th day of DECEMBER 2023

F. B.
PURCHASER

BEFORE ME:

NAME

Felix James

SIGNATURE

[Signature]

POSTAL ADDRESS

Box 877 Mwanza

QUALIFICATION

: ADVOCATE



Drawn by:

Felix James - Advocate

Netis Advocates,

Liberty Street, Mwanza City

NBC Building, 3rd Floor, Room No. 4,

P. O. Box 877, Mwanza - Tanzania

E mail: netisfirm@gmail.com



DAINESS NGONG'O ONDITI,

P.O.Box 457,

MWANZA

17/01/2024

NADAKA HOLDINGS LIMITED,

P.O.Box 531,

MUSOMA.

Ndugu,

YAH; KUHAMISHA MKATABA WA PANGO KWENDA KWA FORGIVENESS
MMARI.

Tafadhali husika na kichwa cha barua tajwa hapo juu, mimi Dainess Onditi wa Igoma Mwanza ambaye nilikuwa mpangaji wa chumba kwaajili ya biashara ya *Smiles Pharmacy* kilichopo kata ya Pamba wilaya ya Ilemela mkoa wa Mwanza (Plot No. 91M).

Dhumuni la barua hii kama ilivyoainishwa kwenye kichwa ni kumtambulisha ndugu Forgiveness Mmari kama mpangaji mpya kwenye chumba nilichokua nimepanga na hii ni kutokana na mimi kumuuzia famasi hiyo iliyokua kwenye chumba hicho.

Hivyo, mkaataba wa pango uliokua kwa kipindi cha miezi sita kuanzia tarehe 20/10/2023 uliotarajiwa kumalizika tarehe 20/04/2024 nimeuhamisha kwa mmiliki mpya wa famasi hiyo. Hivyo makubaliano ya uhuishwaji wa mkataba utakapotamatika utayafanya na mmiliki mpya aliyetajwa hapo juu

Wako katika ujenzi wa taifa,

D. onditi

DAINESS ONDITI

TENANCY AGREEMENT

THIS TENANCY made on the 11th day of October Two Thousand and Twenty-Two in Mwanza, Tanzania.

BETWEEN

NADAKA HOLDINGS LIMITED of Plot No. 19M, Majita Road, P O Box 531, Musoma, Tanzania (hereinafter called the "Landlord" which expression shall where the context so permits include successors and assigns in the title) of the one part.

AND

Mrs. DAINNESS NGONG'HO ONDITI of No. 4 Kishiri Road, Igoma, Nyamagana, P O Box 3311, Mwanza, Tanzania (hereinafter called the "Tenant" which expression shall where the context so permits include successors and assigns in the title) of the other part.

WHEREAS the Landlord wish to let on Tenancy and the Tenant wishes to be let the demised premises on the terms and conditions contained herein.

NOW THIS TENANCY WITNESSETH, that in consideration of the Rent hereinafter stated and the covenants, conditions, agreements, restrictions, stipulations and provisions hereinafter contained or implied and on the part of the Tenant to be performed and observed, the Landlord DO HEREBY LEASE unto the Tenant ALL THAT the Demised Premises TO BE HELD by the Tenant for commercial purposes of *Retail and Wholesale Pharmaceutical Products* only for a term as stipulated hereunder SUBJECT nevertheless to determination as hereinafter provided YIELDING AND PAYING therefore the rent specified inclusive of security deposit.

1. DEMISED PREMISES

The demised premises are shops no. four (4) situated on Plot No. 16 Block "Y" within Mwanza City inclusive of all movable and immovable properties put therein by the Landlord.

2. RENT

The agreed rent shall be Tanzania Shillings Twelve Million (TZS 12,000,000) payable in advance at the beginning of each Year without any deductions and provided that for any period that the Rent remains unpaid the Landlord may levy penal interest of three per centum per month (3% per month) on the amount so outstanding.

SIGNED, SEALED and DELIVERED with
the COMMON SEAL of the said
NADAKA HOLDING LIMITED
this 11th day of October 2022

Name: Rajesh Kapoor

Signature: [Signature]

Address: P O Box 878, Mwanza

Designation: Director

Name: Joan Nathalie Kabwe

Signature: [Signature]

Address: P O Box 878, Mwanza

Designation: Administrative Executive

WITNESSED BY:

Name: ANGELO J. NYAORO

Signature: [Signature]

Address: P.O. Box 1744 MZA

Designation: COMMISSIONER FOR OATHS



SIGNED by the said DAINNESS NGONG'HO
ONDITI and WITNESSED in our presence
this 14th day of October 2022

[Signature]

WITNESSED BY:

Name: ANGELO J. NYAORO

Signature: [Signature]

Address: P.O. Box 1744 MZA

Designation: COMMISSIONER FOR OATHS



DRAWN & FILED BY:

Nadaka Holdings Limited,
P O Box 531,
Musoma

[Signature]



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 924018227265645
Received from : Smiles 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 of Name and Ownership of Pharmacy		200,000.00

Total Billed Amount : 200,000.00 (TZS)

Bill Reference : 16208018245944017238

Payment Control Number : 991620235667

Payment Date : 2024-01-18 09:48:51

Issued by : Beatuss Mpogoza

Date Issued : 2024-01-19 11:08:07

Signature : 