

NOTICE FOR CHANGE OF MANAGEMENT OR PHARMACEUTICAL PERSONNEL OF A

PHARMACY

(Regulation 17(1) of The Pharmacy (Pharmacy Practice and the Conduct of Business of Pharmacy) GN No. 267)

Changes to be Made: Superintendent ☐ Other Pharmaceutical Personnel ☒

A. TO BE COMPLETED BY THE SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL AND OWNER

A.1. DETAILS OF THE PHARMACY

Name of the Pharmacy: ABACUS PHARMACY (H) LTD - MOGOGOROPhysical address: KILOPEStreet: WardDistrict/Municipal: Mogogoro Region: Mogogoro

A.2. DETAILS OF SUPERINTENDENT/OTHER PHARMACEUTICAL PERSONNEL

Full Name: Newton K. JohnPIN: 0402383Phone: 0624939285Email:

A.3. REASON(S) FOR CHANGE

Mutual AgreementTime frame of notification: (As per Contract) Signature: Date: 10/8/2024

A.4. OWNER'S DETAILS

Full Name: ABACUS PHARMACY (H) LTDRemarks: OKPhone Number: 0699600919

B. TO BE COMPLETED BY THE OWNER ONLY

B.1. NEW SUPERINTENDENT / OTHER PHARMACEUTICAL PERSONNEL

Full Name: VALENTINE ROBERTPIN: 0403444Phone Number: 0785299904Email: Street: WardDetails of Previous pharmacy: ABACUS PHARMACY (H) LTD - MOGOGOROName of Pharmacy: ABACUS PHARMACY (H) LTD - MOGOGOROFIN:

B.2. QUALIFICATION DOCUMENTS OF THE NEW SUPERINTENDENT / OTHER PHARMACEUTICAL

PERSONNEL (To be attached)

(i) Copies of registration certificate and valid license to practice

(ii) Contract Agreement/MOU

(iii) Commitment Letter

C. FOR OFFICIAL USE ONLY

INSPECTION/REGISTRATION OR ZONAL OFFICE

Recommendations: Full Name: Designation: Signature: Date:

D. NOTE:

Failure to acquire the services of another superintendent or Other Pharmaceutical Personnel within the mentioned time frame, shall lead to immediate closure of the premises as per Section 43 of the Pharmacy Act Cap 311.

NB: Other pharmaceutical personnel mean any pharmaceutical personnel apart from superintendent.



AGREEMENT FOR EMPLOYMENT TO PHARMACEUTICAL SERVICES TO PROVIDE PHARMACEUTICAL SERVICES

This Agreement is made on this

00th

day of

JUNE

20

24

BETWEEN

X BACUT PHARMACEUTICAL LTD (Name) of P.O. BOX 18294 Region Morogoro
(hereinafter referred to as the PROPRIETOR) the expression which includes his assignees,
agents or his legal representative of his business.

AID

VALENTINE KANYOBU ROBERT an enrolled pharmaceutical
technician who provides pharmaceutical services
WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a
regulated business under the Act

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 a pharmaceutical technician are desirous to enter into an
agreement, for a pharmaceutical technician to provide pharmaceutical services at the terms and
conditions as hereinafter appearing;

WHEREAS the Parties agree that the pharmaceutical technician will be providing pharmaceutical
services to a business of a pharmacist styled
as WHOLESALE Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Interpretation:

"Act" means the Pharmacy Act, Cap 311.

"Agreement" means the 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;

"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.

"Pharmaceutical technician" means a person enrolled as such under section 24 of the Act.

Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 06th day of JUNE 20 24 to 05th day of JUNE 20 25

2. Commencement of Services

The pharmaceutical technician shall commence the provision of pharmaceutical services of the above-named Pharmacy on the 06th day of JUNE 20 24

3. Obligation of the Parties:

4. The Proprietor:

The proprietor shall have the following duties and responsibilities; -

4.1.1 The PROPRIETOR shall pay Monthly salary/emoluments of TZS. 750,000/= Pharmaceutical technician upon discharging his duties and functions as per this Agreement and at any event the salary shall not be paid in advance.

4.1.2 The salary/emoluments shall be net of any applicable taxes and/or deductible employment benefits and shall be paid monthly and no later than the 1st day of the following month.

4.1.3 Comply with the Laws, Regulations, Guidelines and standards 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 Apply the adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.6 Shall ensure pharmaceutical services are provided with due care.

4.1.7 Shall ensure all proper records are maintained and managed well.

4.1.10 Shall ensure availability of all necessary reference and other relevant materials 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.

4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e PC logo, dispensing register, ledgers etc.

4.1.13 Shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.

4.1.14 Shall ensure all purchases or procurement and deliverables of pharmacy items is signed by a superintendent.

4.1.15 Perform any other duty as the Council may determine from time to time.

4.2 The Superintendent;

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 provide pharmaceutical care and services to clients of the said pharmacy

The pharmaceutical technician shall have the following duties and obligations: -

4.2.1 Shall provide pharmaceutical service with due care.

4.2.2 Maintain proper records and manage them in accordance to good pharmacy practice.

4.2.3 Shall keep medicines, medical supplies and other pharmacy items are properly in compliance with good pharmacy practice

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

5. Termination

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

This agreement may be terminated by either 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. If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.

6.2 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).



Date 07/06/2024

Signature

Designation

ADVOCATE

Name

QASSIM SAAD MUSHAIL

In the presence of

TECHNICIAN

PHARMACEUTICAL

This 07 day of June 2024

The above named party to the deed

Introduced to me by

Who is known to me

By the said ABAS PHARMA (AFRICA) LTD.

SIGNED AND DELIVERED



Date 07/06/2024

Signature

Designation

ADVOCATE

Name

QASSIM SAAD MUSHAIL

In the presence of

PROPRIETOR

This 07 day of June 2024

The above named party to the deed

Introduced to me by

Who is known to me

By the said ABAS PHARMA (AFRICA) LTD.

SIGNED AND DELIVERED

THE UNITED REPUBLIC OF TANZANIA
PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect. 26 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

VALENTINE KANYASU ROBERT

PIN NO: 0403144

Having complied with the provision of Section 26 of The Pharmacy Act, Cap 311

is entitled to practice as a Pharmaceutical Technicians upon the

terms and subject to the conditions set forth in the

aforesaid Act and its Regulations thereto.

Issued: 25 May 2021

Expires on: 31 December 2024

Registrar
Pharmacy Council



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

BARAZA LA FARMASI



FORMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA
KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 44 (1) (e) cha Sheria ya Famas)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

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

1. Jina la mwanataaluma: VALENTINE KAMUSU ROBERT PIN. 04034444
2. Namba ya simu: 0985-299904
3. Tarehe ya mwisho kuhisha jina (Retention): 18/08/2024
4. Je, umehuisa taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi? barua pepe vali@ministryofhealth.go.tz@gmail.com

(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na/ ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi: VALENTINE KAMUSU ROBERT mwenye

taaluma ya dawa ngazi ya FUNDI DAWA SANIFU nakiri kwamba nitafanya kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliwalio

ABACOS PHARM (P) LTD Wilaya ya Mogera - Mjini Mkoani Mogera

Sahihii Robert Tarehe 10/08/2024 Utibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihii Robert Tarehe 10/08/2024

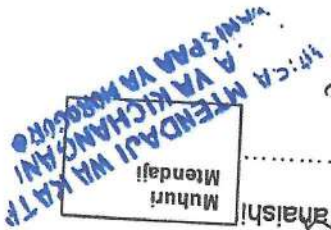
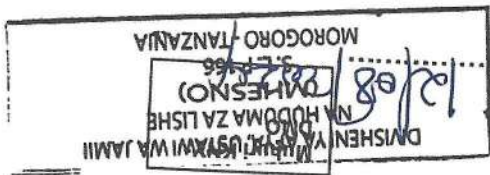
SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

lithibitishwe na: Afisa Mwendaji

Jina la mwendaji (kata) ROBERT F. MAMBA Kata ya KACHAMBA

Nadhibitisha kwamba Ndugu VALENTINE KAMUSU ROBERT anahishi Mhuri Mwendaji

Sahihii Afisa Mwendaji





Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadihi ya Malipo ya Serikali

Receipt No

: 924223269226252

Received from

: IFAKARA 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

: 16214222242137334371

Payment Control Number

: 991620269380

Payment Date

: 2024-08-11 08:16:16

Issued by

: Zena Mango

Date Issued

: 2024-08-15 12:09:31

Signature

:

Government Payment Gateway © 2017 All Rights Reserved (GoPG)

PHARMACY COUNCIL



Government Payments

14/08/2024 10:14:44

Transaction Status:	
From Account	0150235202500
Account Owner	ABACUS PHARMALTD
Owed Amount	0.00 TZS
Amount to pay	200,000.00 TZS
Company Category	GEPG PAYMENTS
Company Type	GEPG PAYMENTS
Transfer Date	10/08/2024
Phone Number	0757321903
Control Number	991620269380
Related Reference	1913fdda0c264a95
Created By	242951
Pharmacy Council	
CHANGE OF NAME & BUSINESS	
OWNERSHIP FEE 2024	
924224269319328	
991620269380	
23-08-2024 23:59	Null TZS
Completed	1913fdda15e6abf
Approved By	755334

Receipt & Stamp

991600269380

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: Ifakara Pharmacy PIN 0300029

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

PHYSICAL ADDRESS:

Plot No. 5 Street: Jaken Road Ward: CEM STREET

District/Municipal: Ifakara, Kilombero Region: Morogoro

POSTAL ADDRESS: 453 Ifakara Contact No. 0680435745

E-mail:

OWNERSHIP:

Directors (Names): 1. GEORGE

2. Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: Wilson Ngowi PIN: 0103589

Residential Address: MABANI Tel: 0687274191 Email: wilsonngowi7@gmail.com

Contract commencement date: Cessation date:

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: Abacus PHARM (P) LTD-Ifakara Branch

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

PHYSICAL ADDRESS:

Plot No. 5 Street: Jaken Road Ward: CEM STREET

District/Municipal: Ifakara, Kilombero Region: Morogoro

POSTAL ADDRESS: 453 Ifakara CONTACT No. 0699600919

Alipie 20090007-
Alteration of name &
Ownership

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. Prakash Kumar Qualification:2. Abhijit Phromma LTD Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name:

Same as previous

PIN:

Residential Address:

Tel:

Email:

Contract commencement date:

Cessation date:

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. CHANGE OF OWNERSHIP AND NAME

2.

SECTION D: APPLICANT INFORMATION

Name of Applicant:

Abhijit Phromma (P) LTD

(Contact/email if different from the above)

Address:

123/4

Tel:

0699600919

E-mail:

apltz.regulatory@abawpharm.co

Date

09/08/2024

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

09/08/2024

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) (Hatakupepe).



TAX CLEARANCE CERTIFICATE

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

Tax Certificate Number:

241-0210-6696

Issuing Office: Morogoro

Telephone: 023-2614770

Date of issue: 19 July 2024

Expiry Date: 31 December 2024

Licencing Authority: TIN : 100-929-481

NMB BANK PUBLIC LIMITED COMPANY

OHIO/ALI HASSAN MWINYI RD

9213

DAR ES SALAAM

Taxpayer Name

IFAKARA PHARMACY

Trading Name

Taxpayer Identification Number

142-043-068

Vat Registration Number

Company Registration Number

466890

Business Premises located at :

REGION : MOROGORO,

DISTRICT : KILOMBERO,

STREET : NDUNA

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

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.

Alfred T. Mlegi
COMMISSIONER FOR DOMESTIC REVENUE

19 July 2024



THE COMPANIES ORDINANCE

(CAP. 212)

COMPANY LIMITED BY SHARES

Memorandum

AND

Articles of Association

OF

ABACUS PHARMA (AFRICA) LIMITED

Incorporated this

day of

2005

Drawn by:

Ramesh Nemchand Gudhka
(Promoter)
P. O. Box 13996
Arusha

THE COMPANIES ORDINANCE (CAP. 212)

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

OF
ABACUS PHARMA (AFRICA) LIMITED

The name of the Company is 'ABACUS PHARMA (AFRICA)

The registered office of the Company is situated in Tanzania.

The objects for which the company is established are:-

(a) To engage or otherwise carry on the business as general pharmacists and medical storekeepers, to be dispensing chemists, and to be manufacturers and or otherwise importers of all kinds of pharmaceuticals and drugs, to be general dealers in all kinds of veterinary drugs and to provide all kinds of veterinary services.

(b) To engage and or otherwise carry on the business as general manufacturers importers and suppliers of all kinds of hospital equipments and appliances, fluid to be suppliers of all kinds of hypodermic needles and syringes, fluid transfusion equipments, sterilizing equipment, hospital beds and beddings, bandages, adhesive plasters, laboratory and diseases scanning machines, and generally to be installers and servicers of the same.

(c) To be general chemists and to manufacture and import all kinds of drugs, disinfectants, toilettries and perfumeries of all kinds and description, soaps, detergents, bleaching agents laboratory chemical agents, diagnosing machines and generally to provide all kinds of medical laboratory services in all its branches.

(d) To engage and or otherwise carry on the business as general traders and to be trading agents, to be owners of supermarkets provision stores, groceries of all kinds and description, to be general stockists and universal providers, to be clearing and forwarding agents, medical suppliers and manufacturers representatives, commission agents, transporters and to be transport agents and to be suppliers of all kinds of automotive spare parts.

(e) To engage and or otherwise carry on the business of exporters of livestock, to be exporters of cattle, goats sheep, live birds and pets, to be stock breeders and to be owners of slaughter houses and to be meat processors and canners and to be exporters of same. To be dealers and distributors of animals skins and hides, to be skin tanners and leather manufacturers for both local and foreign markets. To be engage and or

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carry the business of fish merchants and to be exporters of all kinds of fish

(f) To engage and otherwise carry on the business of timber manufacturers, to be owners of sawmills, to be timber processors, treaters, graders suppliers and exporters, to be furniture, manufacturers and distributors of all kinds of furniture.

(g) To carry on the business of importers dealers and distributors of kerosene, petrol motor spirit, mineral oil, crude oil, petroleum, lubricating oil grease and all other kinds of mineral and petroleum products.

(h) To carry on any other business which may seem to the company capable of being conveniently carried on in connection with the above or calculated directly to enhance the value of or render profitable any of the company's property or rights.

(i) To establish deposits and agencies in different parts of the world for the purpose of carrying on any or all of the business of the company

(j) To carry on the business of general merchants, general store-keepers universal providers, importers and exporters and wholesale and/or retail traders of or otherwise dealers of and in cotton, silk and wollen goods and textile fabrics of all kinds

(k) To enter into any arrangements and contracts with Government or authorities (supreme, municipal local or otherwise) or any corporations, companies person having objects that may seem conducive to the Company's object or any of them and to obtain from any such Government, Authority, Corporation, Company or person any characters, contracts, decrees, rights, privileges and concessions.

(l) To purchase, take on lease, option or licence, exchange or otherwise acquire in any part of the world, prospecting rights and contracts, leases, options, mineral properties, grants, concessions charters, privileges, licences or authorities of and over mines, land and mineral or other properties either absolutely or conditionally.

(m) To borrow or raise or secure the payment of money in such manner as the company shall think fit, and in particular by the issue of debenture stock, certificates or other securities Perpetual or otherwise charged upon all or any other company's rights and property (present and future) including any uncalled capital or without any such security and to purchase, redeem, or pay off any such security of loan.

(n) To amalgamate with, or enter into partnership or into any arrangement for sharing profits, union of interest, co-operations joint adventure, reciprocal concession or otherwise with any person or company carrying on engaged in or about to carry on or engage in any business, or transaction which this company is authorized to carry on or engaged in any business or

transaction capable of being conducted so directly or indirectly to benefit this company. And to take or otherwise acquire shares and securities of any such company, and sell, hold, re-issue with or without guarantee, or otherwise deal with the same.

(o) To promote another company for the purpose of acquiring all or any of the property and liabilities of this company or for any other purpose which may seem directly or indirectly calculated to benefit this company.

(p) To sell or dispose of the undertaking and property of the Company or any part thereof, for such consideration as the company may think fit, and in particular for shares, debentures, or securities of any other company having objects altogether or in part similar to those of this company.

(q) To carry on the business by wholesale or retail of automotive spares and parts of all description, tyres and tubes, batteries, battery solution and other spares, accessories and goods as may be conveniently sold therewith and all things capable of being used therewith or in the maintenance, repair and manufacture thereof.

(r) To carry on the business of saw mills and the preparation of timber for market and the manufacture of and dealing in all articles made of or principally made of wood.

(s) To construct, erect, maintain and alter any buildings, machinery plant works necessary or convenient for the purpose of the company.

(t) To undertake and execute any contracts for work involving the supply or use of any machinery and to carry out any ancillary or other work comprised in such contracts, carrying passengers and goods in Tanzania.

(u) Generally to purchase, take on lease or in exchange his or otherwise acquire any real and personal property and any right or privileges which the company may think necessary or convenient for the purpose of its business and in particular any land, buildings, assessments, machinery plant and stock-in-trade.

(v) To invest and deal with moneys of the company not immediately required upon such securities and in such manner as the company may from time to time determine.

(w) To remunerate any person or company for services rendered or to be rendered in placing or assisting to place or guaranteeing the placing of the company or the conduct of its business.

(x) To distribute any part of the property of the Company in specie among the members.

(y) To lend and advance money and give credit to such persons or companies as may seem expedient and in particular to members of the company and to guarantee the performance of contracts by such person.

(z) To draw, make accept endorse discount execute and issue cheques promissory notes, bills of exchange, bills of lading, warrants debentures and other negotiable or transferable instruments.

(aa) To do all or any of the above things in any part of the world as principals, agents, contractors, trustees or otherwise alone or in conjunction with others.

(bb) To pay the expenses of and preliminary and incidental to the promotion, establishment and registration of the company or of any other company promoted, formed, established or registered by the company and all brokerage, discount and other expenses lawfully payable which may at any time and from time to time be deemed expedient for taking placing or underwriting all or any of the shares or debentures or other obligations of the company or of any company so promoted, formed, established or registered by the company.

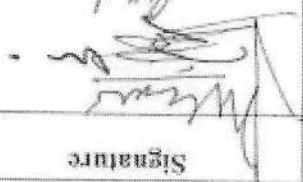
(cc) To obtain all powers and authorities necessary to carry out or extend any of the above objects

The objects set forth in any sub-clause of this clause shall not except when the context expressly so requires, be in anyway limited or restricted by reference to or inference from the terms of any sub-clause or by the name of the company. None of such sub-clause or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the company shall have full power to excise all or any of the powers conferred by any part of this clause in any part of the world and notwithstanding that the business, undertaking, property or acts proposed to be transacted acquired dealt with or performed to not fall within the objects of the first sub-clause of this clause

AND it is hereby declared that the word "COMPANY" in this clause, shall be deemed to include any partnership or other body of persons, whether incorporated or un-incorporated, and whether domiciled in Tanzania or elsewhere and the intention is that the objects specified in each paragraph of this clause shall except where otherwise expressed in such paragraph be independent main objects and shall in no way be limited or restricted by a reference to or inference from the terms of any other paragraph or the name of the Company

4. The liability of the members is limited.
5. The initial share capital of the company is shs. 110,000,000 divided into 22,000 shares of shs. 5,000 each and the company shall have the power to divide the original or any increased capital into several classes, and to attach there to any preferential deferred, qualified or other special rights, privileges, restrictions or conditions.

We the several persons whose names and addresses are subscribed are desirous of being formed into a company, in pursuance of this Memorandum of Association, and we respectively agree to take the number of shares in the capital of the company set opposite our respective names:-

Names, Addresses and Description of Subscribers	Number of Shares	Signature
1. Praful N. Shah 2. Chuni R. Shah 3. Rasik H. Haria 4. B.S. Ramesh Babu all of P.O. Box 31376, Kampala, Uganda	025 025 025 025	   
Art Beads Limited P.O. Box 13996, Arusha, Tanzania	2500	
Ramesh Nemchand Gudhka P.O. Box 13996, Arusha, Tanzania	2500	
Heul Chandrakant Malde P.O. Box 13996 Arusha, Tanzania	2500	

Date at Arusha this 9th day of November 2005

Witness to the above signatures



in these regulations:

Stamp Duty Paid
Keele, Nott
2480361 02/11/05
Agent Registered of Companies

Jointly they shall for the purpose of this regulation be treated as single member.

(c) Any invitation to the public to subscribe for any shares or debentures of the company is prohibited.

(d) The Company shall not have power to issue share warrants to bearer.

TRANSFER OF SHARES

1. The Directors may in their discretion and without assigning any reason direct or refuse to register the transfer of any share to any person who it shall in their opinion be undesirable for any reason whatsoever to admit to membership.

4 Subject to clauses 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows:-

(a) No share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one who it is desirable in the interest of the Company to admit to Membership.

(b) Every shareholder or trustee in bankruptcy, or any person who may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the Board of Directors of the Company as his agent for the sale of such shares to any member or members of the Company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the Company.

(c) Upon price of such shares being agreed on or determined as per clause (b) above, the Board shall forthwith give notice to such of the shareholders other than the shareholders desiring to sell or transfer the said shares, stating the number and price of such shares inviting the person to whom notice is sent to state within 21 days from the date of such notice whether he is willing to purchase any of so what maximum number of such shares. At the expiration of such of 21 days notice the Board shall apportion such shares amongst the shareholders (if more than one) who shall have expressed their desire to purchase the same and as far as may be prorated according to the number of shares already held by them respectively, or if there be only one such shareholder, the whole of such shares shall be sold to him, provided that no shareholder shall be obliged to take more than the maximum number of such shares stated in his answer to the said notice.

Upon such apportionment being made or such one shareholder notifying his intention to purchase as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to the single shareholder who shall have agreed to purchase the same.

5. GENERAL MEETINGS: NOTICE OF GENERAL MEETING AND PROCEEDINGS AT THE GENERAL MEETING

Articles 39 to 53 Table "A" shall apply subject to the following variations:-

- (a) A General Meeting, Ordinary or Extraordinary may with the consent in writing of all members, be convened on a shorter notice than seven days or without notice.

- (b) Two members, present either personally or by proxy shall be form a quorum.

- (c) Any ordinary resolution of the Company determined without any general meeting and evidenced by writing under the hands of majority of the Directors and of the members of the Company holding three-fourths of the issued shares of the Company shall be valid and effectual as an ordinary resolution duly passed at a general meeting of the Company.

6. DIRECTORS

- (a) Until otherwise determined by the Company in general meeting the Directors shall not be less than two and not more than seven in number.

- (b) The following persons shall be the first Directors of the Company:-

1. RAJESH AMRITLAL HARIA
2. RAMESH NEMCHAND GUDEKA
3. HETUL CHANDRAKANT MALDE

7. The shareholding qualification for Directors may be fixed by the Company in general meeting, and unless and until so fixed no qualification shall be required.

8. The quorum of Directors for transacting business shall, unless otherwise fixed by the Directors, be two.

9. A Resolution in writing signed by all the Directors then in Tanzania shall be as valid and effectual as if it had been passed at a meeting of Directors duly called and constituted.

10. The Directors may from time to time borrow or raise any moneys for the purposes of the Company which may exceed the issued share capital of the company.

BORROWING POWERS

11. The Directors may raise or borrow for the purpose of the Company's business such sum or sums of money as they think fit and they may secure the repayment of or raise any such sum or sums as aforesaid by mortgage or charge upon the whole or any part of the property and assets of the Company, present and future, including its uncalled or unissued capital or by the issue, at such price as they may think fit, of bonds or debentures, either charged upon the whole or any part of the property and assets of the company, or not charged, or in such other way as they Directors may think expedient.

ALTERNATE DIRECTORS

12. Each Director may nominate a person, who shall be approved off in writing by the other Director, to act as alternate in his place during his absence from Tanzania or inability to act as such Director. Such Alternate Director shall be subject in all other respect to the terms and conditions existing with reference to the Directors of the Company, and such alternate Directors when acting shall exercise and discharge all duties and functions of the Director whom he represents and in the case of an alternate Director being unable to act during the absence or inability to act as the Director whom he represents he may be subject to the like approval of the other Directors appoint a duly qualified person to act in his place.

SECRETARY

13. The Secretary shall be appointed by the Board for such terms at such remuneration and upon such condition as it may think fit, and any Secretary so appointed may be removed by the Board.

WINDING UP

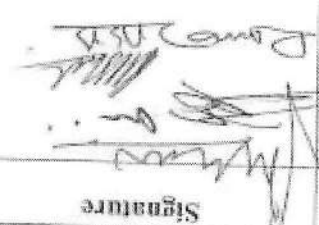
14. With the sanction of a Special Resolution of the Shareholders any part of the assets of the Company including any shares in other companies may be divided between the Members of the Company in specie or may be vested in Trustees for the benefit of such members and the liquidation of the Company may be closed and Company dissolved, but so that no member shall be compelled to accept any shares whereupon there is any liability.

INDEMNITY

15 Every Director, Managing Director, Agent, Auditor, Secretary and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal in which judgment is given in his favour or in which he is acquitted or in connection with any application (under section 345 of the Ordinance) in which relief is granted to him by the court.

ALTERATIONS OR ADDITIONS

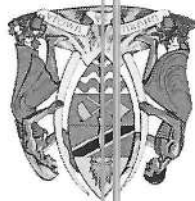
16 Subject to the provisions of the Ordinance and to those contained in the Memorandum of Association the Company may be special resolution make alteration or additions which shall be as valid and effectual as if originally contained in these Articles and be subject in like manner to alteration by Special Resolution.

Names, Addresses and Description of Subscribers	Number of Shares	Signature
1. Praful N. Shah 2. Chant R. Shah 3. Rasik H. Hania 4. B.S. Ramesh Babu all of P.O. Box 31376, Kampala, Uganda	625 625 625 625	
Art Beads Limited P.O. Box 13996, Arusha, Tanzania	2500	
Ramesh Nemchand Gudhka P.O. Box 13996, Arusha, Tanzania	2500	
Heml Chandrakant Malde P.O. Box 13996 Arusha, Tanzania	2500	

Date at Arusha this 9th day of November 2005

Witness to the above signatures





THE UNITED REPUBLIC OF TANZANIA

BUSINESS LICENCE

B.L.No: 20000053088

The Business Licensing Act No. 25 of 1972 (R.E. 2002)

1. Issuing office : BUSINESS REGISTRATIONS AND LICENSING AGENCY

2. Tax Identification Number: 104-168-973

3. Licence issued to: ABACUS PHARMA AFRICA LIMITED for the Business of : Import And Sale Of Pharmaceuticals And Medical Devices

4. Business Location

Region: Dar Es Salaam

District: Temke Municipal Council

Ward: Chang'ombe

Street: NYERERE ROAD

5. Principal/Branch: Principal

6. Amount of fee paid: TZS 400000 Receipt No: 5023942 on: 17/08/2023

7. Renew of Licence No: 20000035677 Dated: 31/08/2022

8. Date of Issue: 20/08/2023 Expiring date: 13/08/2024



This digital copy does not require a signature authority

NOTE - This Business Licence 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 Licence Issuer.



LEASE AGREEMENT

BETWEEN

ASIA HASSAN KAMWENDA

AND

ABACUS PHARMA (AFRICA) LTD

Asia Hassan Kamwenda v Abacus Pharma (Africa) Ltd

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 15th day of May 2024

BETWEEN

ASIA HASSAN KAMWENDA of P.O BOX 453, Itakara town located in the Kilombero District, Morogoro Region, in south-central Tanzania (hereinafter referred as the "Lessor" of one part.

AND

ABACUS PHARMA (AFRICA) LTD of P.O BOX 3244, Dar es salaam Tanzania (hereinafter referred to as the "Lessee" of the other part.

WHEREAS:

The Lessor ASIA HASSAN KAMWENDA is the owner of the demised property located at Itakara, Sokoni Road, CCM street, Plot No. 5 and consisting of 430 square meters on the main premise is 270 Square meters on the back store is 160 square meters within Itakara town located in the Kilombero District, Morogoro Region (hereinafter referred to as "the Premises")

The Lessor is desirous of letting the above premises and the Lessee is desirous of renting the premises by way of Lease from the Lessor.

The Lessor is desirous of letting his property on the above premises and the lessee is desirous of renting the property by the way of lease from the lessor

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Lessor consents to sublease the premises to the Lessee

1. DURATION:

The Lessor here by demises unto the Lessee the property described in the schedule here to hold the same unto the Lessee for the period of FIVE (05) years from the 15th day of May 2024 with option to renew it if mutually agreed

2. RENT AND PAYMENT TERMS

a) The rent for this Agreement is Tsh 433,333/= (Four hundred thirty-three thousand three hundred thirty-three cent thirty-three only) per month. The demised premises rental fees shall be paid on one year basis (yearly) The agreed rent for one-year Tsh 5,200,000/= (Five million two hundred thousand only)

b) This rent amount shall remain the same for FIVE (05) years that is from the 15th day of May 2024

c) The parties agreed that, the lessor shall be responsible to pay withholding tax Charges (10%).

A. Kamwenda
Asia Hassan Kamwenda

(d) Rent payments shall be made to ASIA HASSAN KAMWENDA [Landlord's Address] Accepted Payment Method through:

NAME ASIA HASSAN KAMWENDA

P.O BOX 453 IFAKARA- TANZANIA

MOBILE 0682141474

ACC NO. 21610006762

BANK NAME NMB

TIN NO For the lessor is 137-924-722

e) The rent calculations shall start only after the Lessor hands over the property to the Lessee for occupation and not from the date of signing the Agreement.

3. TERMINATION:

Either party may terminate this Agreement with written notice of at least three (03) months before the intended termination date

And in case of termination of the contract within the period agreed the Lessor shall pay to the Lessee the rental balance within one week, in the alternative the Lessor shall allow the Lessee to occupy the leased premises until the rental balance is cleared

4 MAINTENANCE AND REPAIRS:

The Landlord shall promptly address necessary repairs, excluding those caused by the tenant's negligence

The Lessee is responsible for maintaining the Premises in good condition, and any damages beyond normal wear and tear shall be repaired at the Tenant's expense

4. UTILITIES:

The Lessee shall be responsible for the payment of all utilities and services associated with the Premises during the period of this lease, unless otherwise specified in writing by the Lessor

5. THE LESSEE'S COVENANTS TO THE LESSOR:

The Lessee Covenants with the Lessor as follows

- To bear, pay and discharge all bills for water, electricity and other services provided in the demised premises during the tenancy security as well insurance will be in Lessee's scope
- To keep the interior and exterior of the demised premises in good tenable repair and condition
- To permit the Lessor or their agents with all necessary workman and appliances at all reasonable time during daytime and by prior appointment to enter upon the demised premises for the purposes of effecting major repairs therein
- To use the demised premises for business purpose only
- Not to sublet the demised premises save with Lessor's written consent
- Unless the lease is renewed under clause (03) hereof the Lessee shall vacate the demised premises not later than three (03) months after the expiration of the lease herein created without any further and or other notice

Isa Hassan Kamwenda & Isaac Phuma (Joint)

H. Kamwenda

Isa Hassan

7. THE LESSOR'S COVENANTS TO THE LESSEE:

The Lessor hereby covenants with the Lessee as follows:

- a) To give vacant possession of the demised premises.
- b) Subject to the Lessee paying the rent herein reserved in the manner aforesaid observing and performing the terms and conditions of the Agreement on his part herein contained may quietly and peacefully hold and enjoy the demised premises during the tenancy without any interruptions by the Lessor or any person or persons rightfully claiming from or under his
- c) The Lessor undertakes to make reasonable repairs on the demised premises before handing over vacant possession to the Lessee
- d) To ensure that the tenant peacefully and quietly enjoys the rented premises without interference
- e) To provide advance notice before entering the rented premises for inspections or repairs, except in cases of emergency
- f) The Lessor shall pay Withholding Tax related to this Agreement to the government of Tanzania or the related authorities
- g) The Lessee shall pay the Stamp Duty related to this Agreement to the government of Tanzania or the related authorities

8. EVICTION.

- a) In the event of non-payment of rent by the Lessee, the Lessor shall follow the legal procedures prescribed by Tanzanian law for eviction due to non-payment.
- b) Where the Lessee violates any terms of this Agreement, the Lessor shall adhere to the eviction procedures outlined in local laws
- c) The Lessee shall have the right to contest the eviction in accordance with local laws. The Lessor shall respect the Lessee's legal rights during the eviction process.

9. DEFECTIVE PREMISES

The Lessee shall promptly give notice to the Lessor of any defect in the Premises in respect of which the Lessor may have a liability or duty of care under the Tenancy or otherwise.

10. PROVISION OF SERVICES

The Lessor covenants with the Lessee from and including the Possession Date until the Determination of the Term -

- a) to keep the Retained Property in good and substantial repair and condition and where appropriate to keep the Facilities in good working order and the Common Parts adequately cleaned and lit, and
- b) to provide to the standard considered appropriate by the Lessor from time to time such others of the Services as the Lessor may from time to time consider necessary or desirable in the interests of good estate management

11. WHOLE AGREEMENT

This Lease Agreement constitutes the whole Agreement between the Parties and no warranties or representations, whether express or implied, not stated herein, shall be binding on the Parties

This Lease Agreement overrides all other Agreements and addenda that may have been entered into by the Parties in relation to leasing of premises that are the subject of this Lease

12. VARIATIONS

Any Agreement to vary this Lease shall be in writing and signed by the Parties. This deed remains undelivered until the date hereof

I, *Ismail Hassan Kamwari* (Lessee) do hereby certify that I have read and understand the contents of this Lease Agreement and I agree to be bound by its terms and conditions.

Ismail Hassan Kamwari

Ismail Hassan Kamwari

13. CONFIDENTIALITY.

Each party undertakes that it will not during the term of this Lease or at any time thereafter without the consent of the other party disclose the terms of this Lease to any person or company unless such information is public knowledge or the disclosure is required by any lawful authority or for a lawful purpose for instance a party's lenders or legal, financial or other professional advisers, provided that such persons agree to be bound by the same duties of confidentiality as are contained in this provision

14. PRIVACY AND DATA PROTECTION

The Parties guarantee that they have at all times complied with all applicable laws relating to privacy, data protection, and the collection and use of personal information collected, used, or held for use by them in the conduct of their respective activities or businesses. No claims have been asserted or threatened against either Party alleging a violation of any person's privacy or personal information or data rights and the consummation of the transactions contemplated hereby will not breach or otherwise cause any violation of any law related to privacy, data protection, or the collection and use of personal information collected, used, or held for use by either Party in the conduct of the either Party's business. The Parties have taken reasonable measures to ensure that such information is protected against unauthorized access, use, modification, or other in compliance with the Data Protection and Privacy Act, 2019

15. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other that it has the authority necessary to enter into this Lease Agreement and to do all things necessary to produce the fulfillment of its obligations in terms of this lease

16. GOVERNING LAW:

This Agreement shall be governed by the Law of Tanzania

17. DISPUTE RESOLUTION:

- a) In case of any dispute this matter shall be referred to arbitration and an arbitrator shall be selected as
- b) procedure by the Parties
- c) The venue of the arbitration shall be the City of Dar es Salaam only
- d) The language of the arbitration proceedings shall be in English and Swahili

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement as of the date first above written

SIGNED and DELIVERED at Dar es Salaam By the said
ASIA HASSAN KAMWENDA who is identified
to me By Maliki M. Mwa the
Latter
Being known to me personally in my Presence
this 18.5.2024

Signature: A. Kamwenda
Postal Address: PO Box 453 Limba

WITNESS

Name: RAMADHANI GWAZA
Signature: 

Postal Address:

Qualification:

Asia Hassan Kamwenda, Notary Public

LESSOR

SIGNED and DELIVERED at Dar es Salaam by the said
ASHOK BHATIA (Group CEO) on behalf of
ABACUS PHARMA (AFRICA) LTD

WITNESS

Name: AWANGA DOREEN

Signature: _____

Position: COMPANY SECRETARY

BEFORE ME

Name: COSTANCA WILSON JOSPER

Signature: _____

Postal Address: 5067, DAR ES SALAAM

Qualification: _____



STAMP DUTY
50,000/-
Dated: 22/08/2024
Receipt No. _____
TAXPAYERS DEPARTMENT

Stamp duty computation

Monthly rent	₹ 48,333.33/-
Annual rent	₹ 5,80,000/-
Stamp duty	₹ 58,000/-

₹ 73,200/- should be paid for any extra copy.

Stamp

22/05/2024