



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 925190346960594
Received from : TERVIS LINK LIMITED
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 OF OWNERSH | | 200,000.00 |

Total Billed Amount : 200,000.00 (TZS)

Bill Reference : 16215190252820406889

Payment Control Number : 991620317653

Payment Date : 2025-07-10 11:42:48

Issued by : Zena Mango

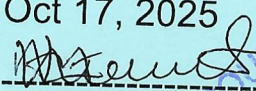
Date Issued : 2025-07-15 09:26:58

Signature :

Government Payment Gateway © 2017 All Rights Reserved (GePG)



UNITED REPUBLIC OF TANZANIA
JAMHURI YA MUUNGANO WA TANZANIA
EXCHEQUER RECEIPT
STAKABADHI YA MALIPO YA SERIKALI

| | |
|-----------------|---|
| RECEIPT NUMBER | 925290376039465 |
| RECEIVED FROM | SUHY PHARMACY |
| AMOUNT | TZS 50,000.00 |
| AMOUNT IN WORDS | FIFTY THOUSAND |
| IN RESPECT OF | DUPLICATES CERTIFICATE |
| BANK REFERENCE | GWX101799841027 |
| CONTROL NUMBER | 991620337636 |
| PAYMENT DATE | Oct 17, 2025 |
| ISSUED BY | PHARMACY COUNCIL |
| DATE ISSUED | Oct 17, 2025 |
| SIGNATURE |  ----- |

PHARMACY COUNCIL

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: SUHY PHARMACY FIN. 0200209

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

PHYSICAL ADDRESS:

Plot No. 82 Street: MBAGALA RANGI TATU Ward: CHARAMBE

District/Municipal: TEMERKE Region:

POSTAL ADDRESS: 49409, DSM Contact. No. 0679 700621

E-mail:

OWNERSHIP:

Directors (Names): 1. ALLY HAMAD Qualification: DIRECTOR
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: CESARE VALENTINO MAKANJIRA PIN: 0102610

Residential Address: DSM Tel: 0760393534 Email:

Contract commencement date: 01/07/2024 Cessation date: 30/06/2025

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: TERVIS FLINK LIMITED

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

PHYSICAL ADDRESS:

Plot No. 82 Street: MBAGALA RANGI TATU Ward:

District/Municipal: TEMERKE Region:

POSTAL ADDRESS: 114, DSM CONTACT. No. 0683 633729

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. KUNAL ASSAR Qualification: DIRECTOR
2. SUNIL ASSAR Qualification: DIRECTOR
3. AMIT RAGHUNATH Qualification: DIRECTOR

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: HAFIDH HAMIM PIN: 0101884
 Residential Address: DSM Tel: 0714351428 Email: mhafidh20@gmail.com
 Contract commencement date: 01/07/2025 Cessation date: 30/06/2025

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. CHANGE OF OWNERSHIP
- 2.

SECTION D: APPLICANT INFORMATION

Name of Applicant: TERVIS FLINK LIMITED
 (Contact/email if different from the above)
 Address: AS ABOVE Tel: 0683633729 E-mail: info@tervisflink.co.tz
 Signature of Applicant: [Signature] Date: 04/07/2025

SECTION E: APPLICANT DECLARATION

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

Signature of Applicant: [Signature] Date: 04/07/2025

SECTION F: REQUIRED ATTACHMENT

Please attach the following documents depending on your proposed changes

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





TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 125-847-269

PHARMACY COUNCIL

MWENGE

31818

DAR ES SALAAM

Tax Certificate Number:

141-0242-8761

Issuing Office: Temeke

Telephone: 022-2861122

Date of issue: 23 June 2025

Expiry Date: 31 December 2025

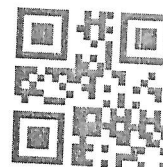
| | | | |
|--------------------------------|----------------------|-------------------------|--|
| Taxpayer Name | SUHAILA HAMAD BAKARI | | |
| Trading Name | SUHY PHARMACY | | |
| Taxpayer Identification Number | 102-927-575 | Vat Registration Number | |
| Company Registration Number | | | |

Business Premises located at :
REGION : DAR ES SALAAM,
DISTRICT : TEMEKE,
STREET : RANGI TATU

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 Manufacture of grain mill products

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
23 June 2025



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.

Registrar,
Pharmacy Council,
P. O. Box 31818, Dar es Salaam.

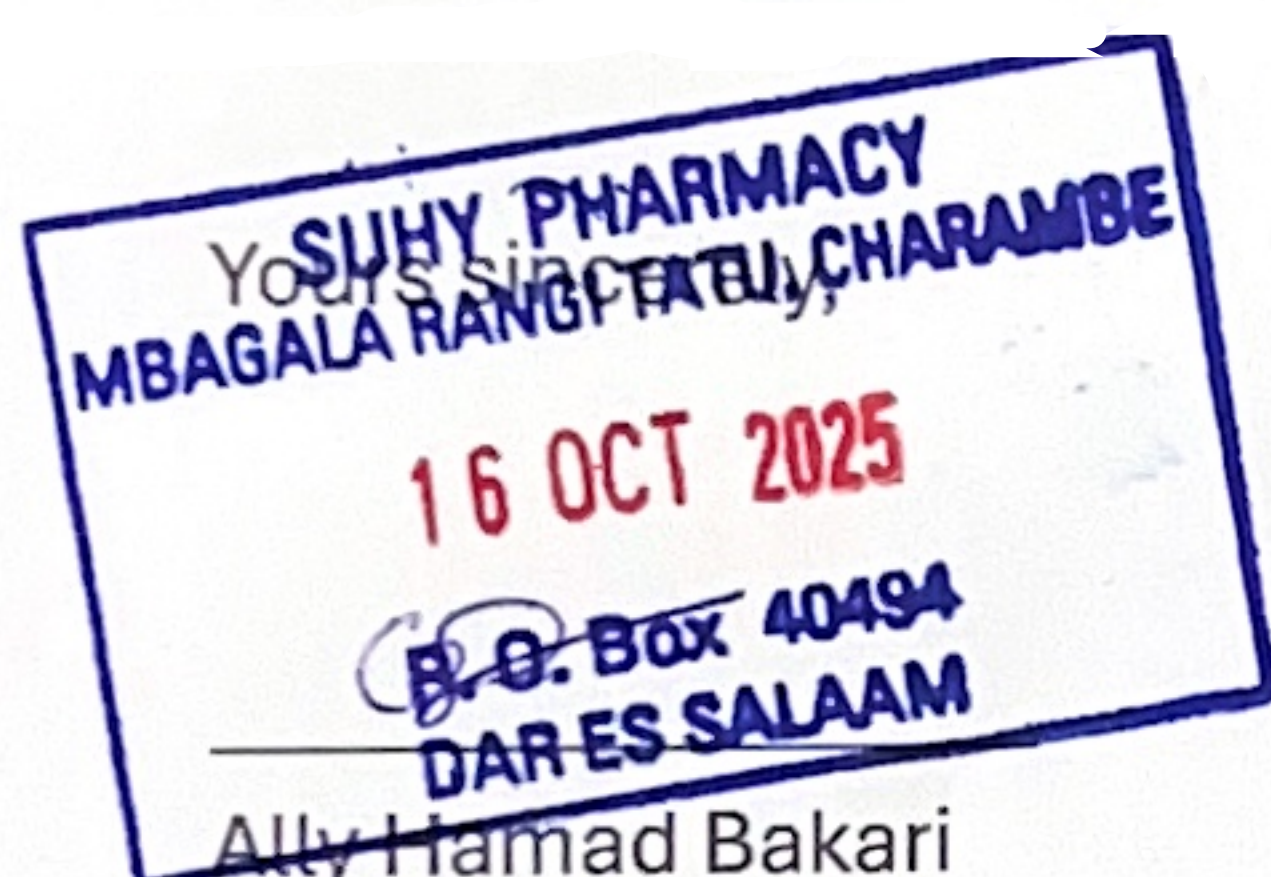
Dear Sir,

RE: CLARIFICATION ON TAX CLEARANCE CERTIFICATE – SUHY PHARMACY

We would like to clarify that Suhy Pharmacy is owned by **Ally Hamad Bakari** as documented and recognized by the Pharmacy Council, while the Taxpayer Identification Number (TIN) used for the pharmacy is registered under **Suhaila Hamad Bakari**.

As for business activities, Suhaila Hamad Bakari has multiple businesses running under the same TIN. Hence it was an oversight by the Tanzania Revenue Authority (TRA), where the Tax Clearance Certificate issued under the same TIN reflected the business activity “**Manufacture of grain mill products**” instead of the pharmacy business and does not affect the ownership or operations of Suhy Pharmacy.

We would like to request your office to proceed with the necessary clearance and ownership alteration process for **Tervis Flink Limited** in light of this clarification.



Ally Hamad Bakari
For Suhy Pharmacy
+255 679 700 621

PHARMACY COUNCIL



PERMIT TO OPERATE THE BUSINESS OF A PHARMACIST

Made under Section 37 of the Pharmacy Act Cap. 311

Permit No. 00209-2025

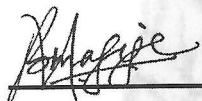
This Permit is hereby granted to M/S Suhy Pharmacy of P.O. Box 49409, Dar es Salaam to operate a Wholesale Only Business at the premises situated/lying between Plot No. 82, Mbagala Rangi Tatu, Temeke Municipality/District in Dar es Salaam Region with Facility Identification Number (FIN) 0200209 under a superintendent Pharmacist Hafidh Hamim with Personal Identification Number (PIN) 0101884

Issued in: February 2021

Expires on: 30 June 2026

07-10-2025

DATE:


SIGNATURE OF REGISTRAR

CONDITIONS

1. This Permit shall have and continue to have effect from and including the day when it is issued and does not authorize the holder to operate business in unregistered premises or during the period of suspension, revocation or cancellation
2. The nature of conducting business shall conform to the category of pharmacist business registered
3. This permit does not authorize the holder to sell or supply medicines illegally to unlicensed premises.
4. When vacating the registered premises, the superintendent pharmacist shall surrender to the Council the original Premises Registration Certificate and Business Permit
5. The permit is non transferable and Council reserves the right to suspend, revoke or cancel any certificate or permit issued under this Act if satisfied terms and conditions have been violated



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



BARAZA LA FAMASI



FOMU YA KUKIRI KUTEKELEZA MAJUKUMU YA MWANATAALUMA WA DAWA
KWENYE MAJENGO YA KUTOLEA HUDUMA YA DAWA
(kutoka katika Kifungu No. 44 (1) (a) cha Sheria ya Famasi)

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

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

1. Jina la mwanataaluma... HAFIDH HAMIM PIN 0101884
2. Namba ya simu... 0753505853 barua pepe m.hafidh20@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention) 31/12/2024
4. Je, umehisha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na 197d4c606f909d6 ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... HAFIDH HAMIM mwenye
taaluma ya dawa ngazi ya SHAKADA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa iliitwalo
TERVIS FLINK LIMITED PHARMACY FIN lililopo katika
Wilaya ya TENKEKE Mkoani DAR ES SALAAM
Sahihi [Signature] Tarehe 04/07/2025

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi [Signature]

Tarehe 04/07/2025

Muhuri KNY:
DMO

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

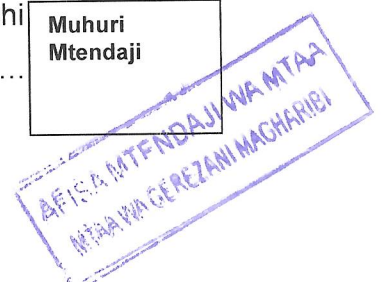
Itibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) ABDALLAH M CHUMPU Kata ya GEREZANI MAGHARIBI
Nadhibitisha kwamba Ndugu HAFIDH HAMIM anaishi
langu mtaa/kijiji GEREZANI kuanzia mwaka 2024

Sahihi Afisa mtendaji [Signature]

Tarehe 04/07/2025

Muhuri
Mtendaji





THE UNITED REPUBLIC OF TANZANIA
PHARMACY COUNCIL



LICENSE TO PRACTICE

The Pharmacy Act

(Made under Sect.22 of The Pharmacy Act No. 1 of 2011)

I Hereby Certify that

HAFIDH HAMIM

PIN NO: 0101884

Having complied with the provision of Section 22 of The Pharmacy Act, Cap 311
is entitled to practice as a **Full Registered Pharmacist** upon the
terms and subject to the conditions set forth in the
aforesaid Act and its Regulations thereto.

Issued: **12 December 2019**

Expires on: **31 December 2025**

**Registrar
Pharmacy Council**



AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 26th day of June 2025

BETWEEN

Tervis Flink Limited of P.O.BOX 114, Region Dar es Salaam (hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents, or his legal representative of his business.

AND

Hafidh Hamim a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the **SUPERINTENDENT**).

WHEREAS the Proprietor wishes to establish and operate a business of a pharmacist which is a regulated business under the Act

WHEREAS in compliance with section 43 of the Act the Proprietor wishes to engage the professional services of a pharmacist to oversee his business,

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.

WHEREAS the proprietor and superintendent are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing.

WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as **TERVIS FLINK LIMITED**.

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.

"Superintendent" means a pharmacist in charge of the business of a pharmacist

“Pharmacist” means a person registered as such under section 16 of 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 1st day of July 2025 to 30TH day of June 2026.

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 1st day of July 2025.

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 salary/emoluments of TZS 950,000 (NINE HUNDRED FIFTY THOUSAND ONLY) payable monthly to the **SUPERINTENDENT** upon discharging his duties and functions as per this Agreement. 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 always maintained in high level.

4.1.5 Hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Pharmacy Council.

4.1.6 Apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.

4.1.7 Follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.

4.1.8 Shall ensure pharmaceutical services are provided with due care.

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

- 4.1.10 Shall ensure 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 Superintendent.
- 4.1.12 Shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, 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 are 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 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 Pharmacy 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 preferable.
- 4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are always maintained in high level.
- 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 Pharmacy 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

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

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

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

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

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

6. Dispute Settlement

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

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

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

7. Costs

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

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

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 26th day of June 2025



Jackline Mollel,

Human Resources Officer

Tervis Flink Limited



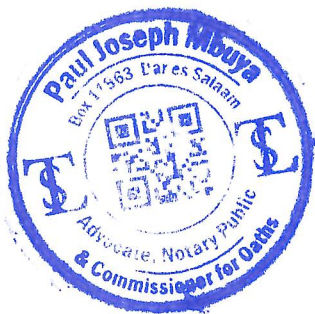
Pharmacist

Hafidh Hamim

BEFORE ME:

PAUL JOSEPH MBUYA

P.O. Box 11963 Dar es Salaam



THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

of

TERVIS FLINK LIMITED

Interpretation

1. In these Articles:-

"the Act" means the Companies Act;

"the articles" means the articles of the company;

"clear days" in relation to the period of a notice means that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

"the seal" means the common seal of the company;

"Secretary" means any person appointed to perform the duties of the secretary of the company.

Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photograph, and other modes of representing or reproducing words in a visible form.

Unless the context otherwise requires, words or expressions contained in these articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these articles become binding on the company.

Any words importing the singular shall include the plural and vice versa; words importing the masculine gender shall include females and words importing persons shall include bodies, corporations, partnership, firms, co-operative societies, etc.

Shares

2. The company is a private company and accordingly:

- a) The right to transfer shares is restricted in manner hereinafter prescribed.

- b) The number of members of the company (exclusive of persons who are in the employment of the company or persons who having been formerly in the employment of the company were while in such employment and have continued after the termination of such employment to be members of the company) is limited to fifty; provided that where two or more persons hold one or more shares in the company jointly, they shall for the purpose of these articles be treated as a single member.
 - c) Any invitation to the public to subscribe for any shares or debentures of the company is prohibited.
3. The directors may in their discretion and without assigning any reason thereof refuse to register the transfer of any share to any person whom it shall in their opinion deem undesirable for any reason whatsoever to admit to membership.
4. Subject to clauses 2 and 3 hereof the right of members to transfer their shares shall be restricted as follows:
- a) No share shall be transferred to a person who is not a member except 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 make the board of directors of the company 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 each shareholder other than the shareholder 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, if so, what maximum number of such shares. At the expiration of such 21 days' notice the board shall apportion such shares amongst the shareholders (IF MORE THAN ONE) who shall have expressed their desires to purchase the same and as far as may be 'prorate' 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 the single shareholder who shall have agreed to purchase the same.

5. Every person whose name is entered as a member in the register of members shall, without payment, be entitled to a certificate under the common seal of the company specifying the share or shares held by him and the amount paid up thereon, provided that in respect of a share or shares held jointly by several persons the company shall not be bound to issue more than one certificate, and delivery of a certificate for a share to one of several joint holders shall be sufficient delivery to all.
6. If a share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee and indemnity as the directors think fit.
7. The directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares, and each member shall (subject to receiving at least fourteen (14) days' advance notice specifying the time or times of payment) pay to the company at the time so specified, the amount called on his shares. A call shall be deemed to have been made the time when the resolution of the directors authorizing the call was passed.
8. The joint holders of any shares shall be jointly and severally liable to pay all calls in respect thereof.
9. If a member fails to pay any call or installment of a call on the day appointed for payment thereof, the directors may at any time thereafter during such time as any part of such call or installment remains unpaid, serve a notice on him requiring payment of so much of the call or installment as is unpaid.
10. The notice shall name a further day (not earlier than the expiration of fourteen (14) days from the date of the notice) on or before which the payment required by the notice is to be made, and shall state that in the event of non-payment at or before the time appointed, the shares in respect of which the call was made will be liable to be forfeited.
11. If the requirements of any such notice as aforesaid are not complied with, then any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect.
12. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

Alteration of Capital

13. The company may, from time to time by ordinary resolution, increase its share capital by such sum, to be divided into shares of such amount, as the resolution shall prescribe.
14. Except so far as otherwise provided by the conditions of issue, any capital raised by the creation of new shares shall be considered part of the original capital and shall be subject to the same provisions with reference to payments of calls, transfer, transmission and forfeiture as the shares in the original share capital.

15. The company may by ordinary resolution:-

- a) consolidate and divide all or any of its share capital into shares of larger amount than its existing shares;
- b) subject to the provisions of section 65(l)(d) of the Act, sub-divide its existing shares, or any of them, into shares of smaller amount than is fixed by the memorandum of association;
- c) cancel shares which, at the date of the passing of the resolution, have not been taken or agreed to be taken by any person and diminish the amount of its share capital by the amount of the shares so cancelled.
- d) reduce its share capital in any manner and with and subject to any consent required by law.

General Meetings

- 16. The company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year, and shall specify the meeting as such in the notice calling it; and not more than fifteen months shall elapse between the date of one annual general meeting of the company and that of the next, provided that so long as the company holds its first annual general meeting within eighteen months of its incorporation, it need not hold it in the year of its incorporation or in the following year. The annual general meeting shall be held at such time and place as the directors shall appoint.
- 17. All general meetings other than annual general meetings shall be called extraordinary general meetings.
- 18. The directors may, whenever they think fit, convene an extraordinary general meeting, and extraordinary general meetings shall also be convened on such requisition, or, in default, may be convened by such requisitionists, as provided by section 133 of the Act. If at any time there are not within Tanzania sufficient directors capable of acting to form a quorum, any director or any two members of the company may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

Notice of General Meetings

- 19. Every general meeting shall be called by twenty-one clear days' notice in writing at the least. The notice shall specify the place, the day and hour of meeting and, in case of special business, the general nature of that business:

Provided that a meeting of the company shall, notwithstanding that it is called by shorter notice than that specified in this article be deemed to have been duly called if it is so agreed-

- a) in the case of a meeting called as the annual general meeting, by all the members entitled to attend and vote thereat; and
 - b) in the case of any other meeting, by a majority in number of the members having a right to attend and vote at the meeting, being a majority together representing not less than ninety-five percent of the total voting rights at that meeting of all the members.
20. Subject to the provisions of the articles, the notice shall be given to all the members, to all persons entitled to a share in consequence of the death or bankruptcy of a member and to the directors and auditors. The accidental omission to give notice of a meeting to, or the non receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

Proceedings at General Meetings

21. All business shall be deemed special that is transacted at an extraordinary general meeting, and also all that is transacted at an annual general meeting, with the exception of declaring a dividend, the consideration of the accounts, balance sheets, and the reports of the directors and auditors, the election in the place of those retiring and the appointment of, and the fixing of the remuneration of the auditors.
22. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business; two persons, entitled to vote on the business to be transacted, each being a member or a proxy for a member or a duly authorised representative of a corporation, shall be a quorum.
23. If within half an hour from the time appointed for the meeting a quorum is not present, or if during the course of a meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week, at the same time and place, or to such other day and at such other time and place as the directors may determine.
24. The chairman, if any, of the board of directors or in his absence some other director nominated by the directors shall preside as chairman of the general meeting, but if neither the chairman nor such other director (if any) be present within fifteen minutes after the time appointed for the holding of the meeting and willing to act, the directors present shall elect one of their number to be chairman of the meeting and, if there is only one director present and willing to act, he shall be chairman.
25. If at any meeting no director is willing to act as chairman or if no director is present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of their number to be a chairman of the meeting.

26. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business which might properly have been transacted at the meeting had the adjournment not taken place. When a meeting is adjourned for fourteen days or more, at least seven clear days notice of the adjourned meeting shall be given specifying the time and place of the meeting and the general nature of the business to be transacted. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
27. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded-
- a) by the chairman; or
 - b) by at least two members present in person or by proxy; or
 - c) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting.

Unless a poll be so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost and an entry to the effect in the book containing the minutes of proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may, before the poll is taken, be withdrawn.

28. Except as provided in article 18, if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
29. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting shall be entitled to a second or casting vote.
30. A poll demanded on the election of a chairman, or on a question of adjournment, shall be taken immediately. A poll demanded on any other question shall be taken either immediately or at such time as the chairman of the meeting directs, and any business other than upon which a poll has been demanded may be proceeded with pending the taking of the poll.
31. A resolution in writing executed by or on behalf of each member who would have been entitled to vote upon it if it had been proposed at a general meeting at which he was present shall have effect as if it had been passed at a general meeting duly convened and held, and may consist of several instruments in the like form each executed by or on behalf of one or more member.

Vote of Members

32. Every member shall have one vote.
33. A member in respect of whose estate a manager has been appointed under section 26 of the Mental Diseases Ordinance, may vote, whether on a show of hands or on a poll, by his said manager, and any such manager may, on a poll, vote by proxy.
34. No member shall be entitled to vote at any general meeting unless all moneys presently payable by him to the company have been paid.
35. On a poll, votes may be given either personally or by proxy.
36. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing, or, if the appointer is a corporation, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the company.
37. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company or at such other place within the Territory as is specified for that purpose in the notice convening the meeting, not less than 48 hours before the time for holding the meeting of adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.
38. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

Corporations Acting By Representation at Meetings

39. Any corporation which is a member of the company may by resolution of its directors or other governing body authorise such person as it thinks fit to act as its representative at any meeting of the company, and the person so authorised shall be entitled to exercise the same powers on behalf of the corporation which he represents as that corporation could exercise if it were an individual member of the company.

Directors

40. Unless otherwise determined by ordinary resolution, the number of directors shall not be subject to any maximum but shall not be less than two.
41. 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.

42. The following persons shall be the first directors of the company.

1. KUNAL SUNIL ASSAR

2. LAUREAN HUGO KAPILIMA

Borrowing Powers

43. The directors may exercise all the powers of the company to borrow money, and to mortgage or charge its undertaking and property, or any part thereof, and to issue debentures, debenture stock and other securities, whether outright or as security for any debt, liability or obligation of the company or any third party.

Powers and Duties of Directors

44. Subject to the provisions of the Act, the memorandum and the articles and to any directions given by special resolution, the business of the company shall be managed by the directors, who may exercise all the powers of the company. No alteration of the memorandum or articles and no such directions shall invalidate any prior act of the directors which would otherwise have been valid. The powers given by this article shall not be limited by any special power given to the directors by the articles and a meeting of directors at which a quorum is present may exercise all powers exercisable by the directors.

45. The directors may by power of attorney appoint any person to be the attorney or agent of the company for such purposes and on such conditions as they determine, including authority for the attorney or agent to delegate all or any of his powers.

46. All cheques, promissory notes, drafts, bills of exchange and other negotiable instruments, and all receipts for moneys paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, in such manner as the directors shall from time to time determine.

47. The directors shall cause minutes to be made in books provided for the purpose:-

- a) of all appointments of officers made by the directors;
- b) of the names of the directors present at each meeting of the directors and of any committee of the directors;
- c) of all resolutions and proceedings at all meetings of the company, and of the directors, and of committees of directors.

Disqualification of Directors

48. The office of director shall be vacated if the director:-

- a) without the consent of the company in general meeting holds any other office of profit under the company; or
- b) becomes bankrupt or makes any arrangement or composition with his creditors generally; or
- c) ceases to be a director by virtue of any provision of the Act or becomes prohibited by law from being a director; or
- d) becomes of unsound mind; or
- e) resigns his office by notice in writing to the company; or
- f) is requested by all his co-directors to resign; or
- g) shall for more than six consecutive months have been absent without permission of the directors from meetings of the directors held during that period and the directors resolve that his office be vacated.
- h) is directly or indirectly interested in any contract with the company and fails to declare the nature of his interest in manner required by the Act.

A director shall not vote in respect of any contract in which he is interested or any matter arising thereat, and if he does so the vote shall not be counted.

49. The company may by ordinary resolution appoint a person who is willing to act as director to fill a vacancy or be an additional director.
50. The company may by ordinary resolution, remove any director before the expiration of his period of office notwithstanding anything in the article or any agreement between the company and such director.
51. The company may by ordinary resolution appoint another person in place of a director removed from office under the immediately preceding article.

Proceedings of Directors

52. Subject to the provisions of the articles, the directors may regulate their meetings as they think fit. Questions arising at a meeting shall be decided by a majority of votes. In case of an equality of votes, the chairman shall have a second or casting vote. A director may, and the secretary at the request of a director shall, call a meeting of the directors. It shall not be necessary to give notice of a meeting of directors to any director who is absent from Tanzania.
53. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two.

54. The continuing directors may act notwithstanding any vacancy but, if and so long as their number is reduced below the number fixed by or pursuant to the articles of the company as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number, or of summoning a general meeting of the company, but for no other purpose.
55. The directors may appoint one of their number to be the chairman of the board of directors and determine the period of which he is to hold office. Unless he is unwilling to do so, the director so appointed shall preside at every meeting of directors at which he is present. But if no such chairman is appointed, or if he is unwilling to preside, or if at any meeting the chairman is not present within five minutes after the time appointed for holding the same, the directors present may choose one of their number to be chairman of the meeting.
56. The directors may delegate any of their powers to any committee consisting of one or more directors; any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may be imposed on it by the directors. Subject to any such regulations, the proceedings of a committee with two or more members shall be governed by the articles regulating the proceedings of directors so far as they are capable of applying.
57. All acts done by a meeting of the directors or of a committee of directors or by a person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such director, or that any of them were disqualified from holding office, or had vacated office, or were not entitled to vote, be as valid as if every such person had been duly appointed and was qualified and had continued to be a director and was entitled to vote.
58. A resolution in writing, signed by all the directors entitled to receive notice of a meeting of the directors, or of a committee of directors, shall be as valid and effectual as if it had been passed at a meeting of the directors or (as the case may be) a committee of directors duly convened and held, and may consist of several documents in the like form each signed by one or more directors.

Dividends and Reserve

59. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.
60. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.
61. No dividend shall be paid otherwise than out of the profits.
62. Subject to the rights of persons, if any, entitled to shares with special rights as to dividends, all dividends shall be declared and paid according to the amounts paid on the shares, but if and so long as nothing is paid up on any of the shares dividends may be declared and paid according to the amount of the shares.

63. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares of the company) as they may think fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

Secretary

64. The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

The Seal

65. The seal shall only be used by the authority of the directors or of a committee of the directors authorised by the directors. The directors may determine who shall sign any instrument to which the seal is affixed and unless otherwise so determined it shall be signed by a director and by the secretary or by a second director.

Accounts

66. The directors shall cause proper books of account to be kept with respect to:-
- a) all sums of money received and expended by the company and the matters in respect of which the receipt and expenditure takes place;
 - b) all sales and purchase of goods by the company; and
 - c) the assets and liabilities of the company.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the company's affairs and to explain its transactions.

67. The books of account shall be kept at the registered office of the company, or subject to section 151(4) of the Act, at such other place or places as the directors think fit, and shall always be open to the inspection of the directors.
68. No member shall (as such) have any right of inspecting any accounting records or other book or document of the company except as conferred by statute or authorised by the directors or by ordinary resolution of the company.
69. The directors shall from time to time in accordance with sections 153, 155 and 150 of the Act, cause to be prepared and to be laid before the company in general meeting, such profit and loss accounts, balance sheets, group accounts (if any) and reports as are referred to in those sections.

Audit

70. Auditors shall be appointed and their duties regulated in accordance with sections 170(5) and 175 of the Act.

Notices

71. Any notice to be given to or by any person pursuant to the articles shall be in writing except that a notice calling a meeting of directors need not be in writing. The company may give any notice to a member either personally or by sending it by post in a prepaid envelope addressed to the member at his registered address, or by leaving it at that address. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected at the expiration of seventy-two hours after the letter containing the same was posted. A member whose registered address is not within Tanzania and who gives to the company an address within Tanzania at which notices may be given to him shall be entitled to have notices given to him at that address, but otherwise no such member shall be entitled to receive any notice from the company.

Indemnity

72. Every director, managing director, agent, auditor, secretary and other officer for the time being of the company shall be indemnified by the company against any liability incurred by him in defending any proceedings, whether civil or criminal, by reason of any contract entered into, or act or thing done by him in the discharge of his duties, except any such as shall have arisen from his own willful acts or defaults.

Alteration of Articles

73. Subject to the provision of the Companies Act, 2002, and to those contained in the Memorandum of Association, the company may by special resolution make alterations 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.

Winding Up

74. 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 company dissolved, but so that no member shall be compelled to accept any shares whereupon there is any liability.

Lease Agreement

DATED THIS 25TH DAY OF JUNE 2025

Between

HAMAD BAKAR HIJA

AND

TERVIS FLINK LTD



In Respect of Plot No. 82, Mbagala Rangi Tatu, Temeke

Lease Agreement

THIS AGREEMENT is made on the 25th Day of June 2025 between HAMAD BAKAR HIJA of P. O. Mbagala, Dar es Salaam (hereinafter referred as "the Lessor") of the one part and Tervis Flink LTD of P. O. Box 114, Dar es Salaam (hereinafter referred to as "the Lessee") of the other part.

WHEREAS the Lessor is the Owner of the frame of address: Plot No. 82, Mbagala Rangi Tatu, Dar es Salaam (hereinafter referred to as the "Demised Premises") and is desirous of leasing the same to the Lessee.

WHEREAS the Lessee is desirous of taking in lease the above-mentioned Demised Premises upon the conditions and the terms hereinafter appearing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1. The Tenant shall use the Premises as a shop and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.
2. The period of tenancy herein referred to as the "Contractual Period" shall be for THREE MONTHS from 1st July 2025 to 30th September 2025 with an option for renewal following Two months' notice prior to the expire date;
3. The Lessee shall pay a total rent of TZS. 300,000 for the desired period.
4. The Tenant (Lessee) shall deduct 10% withholding tax on the rental amount and shall provide the receipt and certificate on time to the landlord (Lessor).
5. The Tenant (Lessee) also shall pay the respective stamp duty at the time of the registration of the lease agreement.
6. Either party may terminate the lease by giving the other party one month notice in writing of the desire to do so. If such notice is not given, the party who fails to give prior notice as per terms & condition will be liable to compensate by paying rent for equivalent notice period. In the case of termination, the Lessor shall refund the rent for the remaining period to the lessee before the day of termination.
7. The lessee hereby acknowledges that late payment by the lessee to the lessor of rent or other sums due under this agreement will cause the lessor to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Accordingly, if any installments of rent or of a sum due from the lessee shall not be received by the lessor within 2 weeks of such payment becoming due, then the lessee shall pay to the lessor a late charge equal to 2% pm of such overdue amount.
8. The lessee shall pay for LUKU, Security for the rented space and for other services not mentioned herewith charges as per his/her requirement and is not included in the Rent.

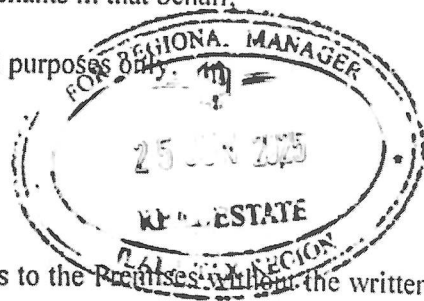
9. The lessor will only be responsible for general security of the building. The Lessee should at all times maintain its own security for its leased premises. The lessor shall not be held responsible for any loss or theft occurring at the premises.

10. The lessee is responsible for damage to anything belonging to it; furthermore, the lessor is not responsible for lost profits or other damages resulting from a loss.

11. When the Lessee takes possession of the premises, he is accepting them as being in good working order. If there are any problems, the lessee should get something in writing from the lesser regarding those problems prior to moving in. Furthermore, the lessor states that it has agreed to no repairs or improvements other than what is specifically stated in this agreement. Note that the lessee is required to keep the premises in good condition and repair.

12. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS: -

- a) Not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Lessor;
- b) To Permit the Lessor and / or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine and / or to execute major repairs to the said premises under the Lessor's covenants in that behalf;
- c) To use the Premises for above mentioned (clause 1) & lawful purposes
- d) To pay for electricity consumed therein.
- e) To keep the premises and fixtures in good state of repair;
- f) Not to make or suffer to be made any alterations or additions to the Premises without the written consent of the Lessor;
- g) At the term of the contract or sooner termination of the tenancy to hand over the said premises to the lessor complete with all locks & keys and same good conditions with fair wear & tear being accepted. If any such furniture, fittings or appliances damaged or not in orderly condition the lessee shall pay such charges on presentation.



13. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:-

- a) To pay land rent and other statutory charges;
- b) To carry out all major structural repairs and keep the exterior of the premises in good tenantable condition;
- c) The Lessee, having occupied the said Premises and observing and performing the several covenants, shall peacefully hold and enjoy the Premises without interruption by the Lessor or his agents;

14. PROVIDED AND IT IS HEREBY AGREED AND DECLARED TH.

a) Any dispute which may arise between the Parties hereto touching on the cc shall be resolved by negotiation between the Parties themselves. The dispute require both Parties to use their reasonable efforts to resolve disagreements and

b) Should the Parties fail to reach an amicable settlement in case of performance and/ or interpretation of the present Agreement, such dispute shall of competent jurisdiction in Tanzania.

ENTIRE CONTRACT

This contract constitutes the entire Agreement between the Parties hereto contracts and understandings, oral or written, by and between the Parties he subject matter hereof. This contract may only be changed by a written instrumen

APPLICABLE LAW

This contract shall be governed by and construed in accordance with the writ Republic of Tanzania.

IN WITNESS WHEREOF, the parties named above have to these presents into hands on the day and Year first above Written.

For the **LANDLORD**

HAMAD BAKAR HIJA
DAR ES SALAAM, TANZANIA

For the **TENANT**

TERVIS FLINK LIMITEI
P. O. BOX 114, DAR ES S.

BEFORE ME

NAME

THOMAS. ALEX

SIGNATURE

ADDRESS

MDAR ES-SALAAM

QUALIFICATION

A.S

STAMP DUTY

Shs: **12,000** Collected
9924122796409 **28/06/2025**
Receipt No: _____ Date: _____

Regional Manager - Hala Tax Region

Page 4 of 5

TW:

SD: TZS 12,000 / 2

Cop 1,500 / 2

WHT 3 months 30,000 / 13,500 / 2

P.O. BOX 11963
DAR ES SALAAM

STREET: NKWEPI/SAHORA
TEL: 0785 813001

TIN 126038194

URN 40035942A

SERIAL NUMBER 0312443035992

01101M
78151 038194 44303 5992

TAX OFFICE ILALA

CUSTOMER NAME **TERVIS HINK LTD**
CUSTOMER TYPE **BUYER** TIN
CUSTOMER ID **141572768**

RECEIPT NUMBER **7019**
ZNo **14/0766**
DATE **26-06-2025** TIME **15:14:26**
ECR: 01 OP: 01

LEGAL SERVICES **15'000.00 A**

TOTAL EXCLUSIVE OF TAX **12'711.86**

TAX A-18.00% **2'288.14**

TOTAL TAX **2'288.14**

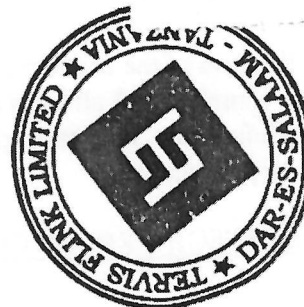
TOTAL INCLUSIVE OF TAX **15'000.00**

CASH **15'000.00**
ITEMS NUMBER **1**

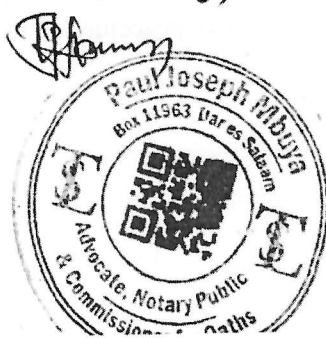
RECEIPT VERIFICATION CODE
6FEB377019





*** END OF LEGAL RECEIPT ***



Before me
Paul Mbya



| NAMES & ADDRESSES OF SUBSCRIBERS | NUMBER OF SHARES | SIGNATURE |
|---|------------------|---|
| KUNAL SUNIL ASSAR P. O. BOX 114 DAR ES SALAAM | 20,000 |  |
| LAUREAN HUGO KAPILIMA P. O. BOX 33271 DAR ES SALAAM | 5,000 |  |

DATED at Dar es Salaam this 22nd day of April 2020.

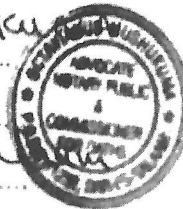
WITNESS to the above signatures:

Name: OCTAVIANUS MURTHUKU

Signature: 

Postal Address: Box 11222, D'Salaam

Qualification: Advocate



SALE AGREEMENT

SUHY PHARMACY

AND

TERVIS FLINK LIMITED

SALE OF ASSETS & INVENTORY

This Agreement is made at Dar es Salaam this **21st** day of June, 2025

BETWEEN

SUHY PHARMACY of Mbagala Rangi Tatu, Dar es Salaam, a juristic person of (hereinafter referred to as the "THE SELLER") of the ONE PART.

AND

TERVIS FLINK LIMITED, of P. O. Box 114, Dar es Salaam (hereinafter referred to as they 'Buyer') on the OTHER PART.

WHEREAS The Seller is a lawful owner of Assets and Inventory and is desirous of selling the same to the Buyer upon the terms and conditions hereinafter contained; and

AND WHEREAS the Buyer is desirous and has agreed to buy the said Assets and Inventory for the consideration and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED AND DECLARED as follows:

Subject to the terms and conditions of this agreement, the seller sells Assets and Inventory and the Buyer purchases of the same with all rights attaching to them and with effect from the date of this agreement, and having specifications attached herewith and form part to this agreement.

That, The Seller agrees to sell and the Buyer agrees to buy Assets for **TZS. 5,000,000** and Inventory for **TZS. 27,471,304**, totalling to **TZS. 32,471,304** to be cleared as per the below schedule.

| | Date | Amount (TZS) |
|---|----------------------------|-------------------|
| 1 | 1 st July 2025 | |
| 2 | 15 th July 2025 | 12,471,304 |
| 3 | 30 th July 2025 | 10,000,000 |
| | Total | 10,000,000 |
| | | 32,471,304 |

The Seller, upon execution of this agreement shall deliver the Assets and Inventory to the Buyer.

That, the Seller and the Buyer acknowledges that they have not been induced to enter into this agreement by any representation.

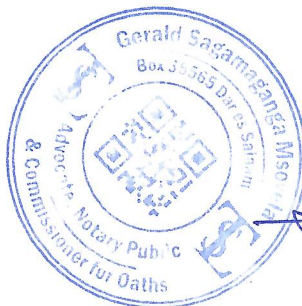
IN WITNESS WHERE OF the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

SEALED and DELIVERED at Dar es Salaam By the Common Seal of **SUHY PHARMACY**

This 21st day of June, 2025

FOR AND BEHALD OF THE SELLER

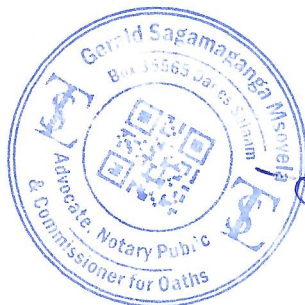
NAME: ALLY HAMAD
SIGNATURE: [Signature]
ADDRESS: _____
DESIGNATION: DIRECTOR



[Signature]
08/07/2025

FOR AND BEHALD OF THE BUYER

NAME: KUNDU ASSAR
SIGNATURE: [Signature]
ADDRESS: P.O. Box 114 Dsm
DESIGNATION: DIRECTOR



[Signature]
08/07/2025

THE UNITED REPUBLIC OF TANZANIA

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

Memorandum

and

Articles of Association

of

TERVIS FLINK LIMITED

Incorporated this day of 2020

Drawn by:

**KUNAL SUNIL ASSAR
SUBSCRIBER
P. O. BOX 114
DAR ES SALAAM**

THE COMPANIES ACT, 2002

COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION

of

TERVIS FLINK LIMITED



1. The name of the company is **"TERVIS FLINK LIMITED"**.
2. The registered office of the company will be situated in Tanzania.
3. The objects for which the company is established are:
 - a) Wholesale of other household goods - pharmaceutical and medical goods, perfumeries, cosmetics and soaps.
 - b) Retail sale of pharmaceutical and medical goods, cosmetics and toilet articles.
 - c) Wholesale of food, beverages and tobacco.
 - d) Retail sale of food in specialized stores.
 - e) Retail sale of beverages in specialized stores.
 - f) Other professional, scientific and technical activities.
 - g) Wholesale of other machinery and equipment.

The objects set forth in any sub-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 other 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 exercise all or any part of the word and notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do 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, except where used in reference to this company, shall be deemed to include any partnership or other body of persons, whether incorporated or not 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 capital is Tshs. **1,000,000,000/=** divided into **100,000** shares of Tshs. **10,000/=** each and the company shall have the power to divide the original or any increased capital into several classes, and to attach thereto 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 respectively agree to take the number of shares in the capital of the company set opposite our respective names.

| NAMES & ADDRESSES OF SUBSCRIBERS | NUMBER OF SHARES | SIGNATURE |
|---|------------------|---|
| KUNAL SUNIL ASSAR P. O. BOX 114 DAR ES SALAAM | 20,000 |  |
| LAUREAN HUGO KAPILIMA P. O. BOX 33271 DAR ES SALAAM | 5,000 |  |

DATED at Dar es Salaam this 22nd day of April 2020.

WITNESS to the above signatures:

Name: OCTAVIANUS MUSHUKU
 Signature: 
 Postal Address: Box 11232, D'Sa
 Qualification: Advocate





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



19900207-11104-00002-21

JINA : KUNAL SUNIL

Given Name

JINA LA MWISHO : ASSAR

Last Name

TAREHE YA KUZALIWA : 07 FEB 1990

Date of Birth

JINSI : M

Sex

SAINI:

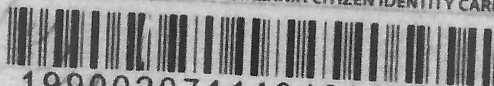
Signature

MWISHO WA MATUMIZI : 24 SEP 2028

Expiry Date



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD



19900207111040000221

Kitambulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Huruhusiwi kukifanyia mabadiliko ya aina yoyote wala kumpatia mtu ambaye haruhusiwi kukitumia. Kama kikipotea, au kuharibiwa taarifa kamili lazima itolewe Kituo cha Polisi na Ofisi ya NIDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania iliyo karibu.

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tampered 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



19570617-11104-00001-26

JINA LA KWANZA : **SUNIL**
First Name

MAJINA YA KATI : **VASANT**
Middle Name

JINA LA MWISHO : **ASSAR**
Last Name

JINSI : **M**
Sex

MAWISHO WA MATUMIZI : **08 OCT 2025**
Expiry Date



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

19570617-11104-00001-26

Kitambulisho hiki ni mali ya Senkani ya Jamhuri ya Muungano wa Tanzania. Huruhusiwi kukifanyia mabadiliko ya aina yeyote wala kumpatia mtu ambaye haruhusiwi kukitumia. Kama kikapotea, au kuharibiwa taarifa kamili lazima itolewe Kitiwa cha Polisi na Ofisi ya NIDA au Ofisi ya Ubalozi ya Jamhuri ya Muungano wa Tanzania iliyo karibu.

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tampered 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.

Issued By :

DIRECTOR GENERAL
NATIONAL IDENTIFICATION AUTHORITY



UNITED REPUBLIC OF TANZANIA
e-PERMIT CARD

Surname
RAGHUWANSHI

First Name
AMIT

Other Names

Nationality
INDIAN

Date of Birth
16-02-1987

Employer/Company
141572768

Permit Number
WPA/21675/25
RPHA00398025A00

Sex
M

Occupation
DIRECTOR

Expiry Date
06-03-2027



Amit



Control No:

9984122796409



TANZANIA REVENUE AUTHORITY

Commissioner for Domestic Revenue

TAX PAYMENT SLIP

Name of Account Holder(s): N/A
Bank Account Number: N/A
Name of Commercial Bank: N/A
Mobile Phone: 0682001668

Please transfer from my/our account the amount of TZS 13,500.00

Amount in Words: Thirteen Thousand Five Hundred Only

Value Date: 26/06/2025 00:00:00
To: Commissioner for Domestic Revenue
Tanzania Revenue Authority
CRDB BANK LTD

Details of Payment: 9984122796409
TIN: 141572768

TAX INFORMATION FOR WHICH PAYMENT IS APPLICABLE (For TRA use only)

TERVIS FLINK LIMITED

D11610127A13500Y2025

Signature Date...../...../20.....

Signature..... Date...../...../20.....

Note to Commercial Bank:

Please capture the above information correctly.

Bank use only
Reference number

Government Payments

27/06/2025 13:18:37

| | |
|---------------------|---------------------------------------|
| Transaction Status: | Completed (IB39664527062509) |
| From Account | 0150504906300 |
| Account Owner | TERVIS FLINK LIMITED |
| Owed Amount | 0.00 TZS |
| Amount to pay | 13,500.00 TZS |
| Company Category | GEPG PAYMENTS |
| Company Type | GEPG PAYMENTS |
| Transfer Date | 27/06/2025 |
| Phone Number | 0682001668 |
| ControlNumber | 9984122796409 |
| Related Reference | 197b0c6a265ccbba |
| Created By | 408970 |
| | TRA-Commissioner for Domestic Revenue |
| | TAX REVENUE BILL |
| | 925178343348679 |
| | 9984122796409 |
| | 26-06-2035 23:59 |
| | null TZS |
| | Completed |
| | 197b0c6a68aafae9 |
| Approved By | 919709 |

COMPANY NO. 141572768

TERVIS FLINK LIMITED

EXTRACT FROM THE MINUTES OF THE MEETING OF THE MEMBERS OF THE COMPANY HELD ON 17TH JANUARY 2023 AT 10.30 A.M. AT THE REGISTERED OFFICE OF THE COMPANY.

PRESENT:

SUNIL VASANT ASSAR - Member in Chair / Director
AMIT RAGHUWANSHI - Invitee
KUNAL SUNIL ASSAR - Member / Director / Secretary

APPOINTMENT OF DIRECTOR & ALLOTMENT OF SHARES:

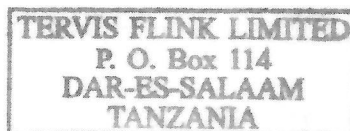
The Chairman welcomed AMIT RAGHUWANSHI and invited him to become a director and shareholder of the company, to which he agreed.


The following ordinary resolution was unanimously passed:

BE IT & IT IS HEREBY RESOLVED that AMIT RAGHUWANSHI be appointed a director of the Company with immediate effect, and 2,990 shares of Tzs. 10,000/= each be allotted to him, in consideration of cash.

CONFIRMED


Sunil Vasant Assar
CHAIRMAN




Kunal Sunil Assar
SECRETARY

DATE: 17th January 2023

THE UNITED REPUBLIC OF TANZANIA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

Appointment of a Director or Secretary
(Not for resignation (Use Form 210b) or change of particulars (Use Form 210c))
Pursuant to Section 210 of the Companies Act, 2002

Company Number

141572768

Company Name
(in full)

TERVIS FLINK LIMITED

Date of appointment

17TH JANUARY 2023

Appointment as director

☒

Appointment as secretary

☐

Name: (First Name(s))

AMIT

(Surname)

RAGHUWANSHI

Previous Name(s):

NIL

Address:
(usual residential)

A28, KASTURI HOMES, KATARA HILLS

BHOPAL 462043, MADHYA PRADESH, INDIA

Nationality:

INDIAN

Date of Birth

16TH FEBRUARY 1987

(continued on next page)

FOR OFFICIAL USE ONLY

THE UNITED REPUBLIC OF TANZANIA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

Return of Allotment of Shares
Pursuant to Section 55(1) of the Companies Act 2002

Company Number

141572768

Company Name in
full

TERVIS FLINK LIMITED

Shares allotted (including bonus shares)

Date or period during which shares were allotted:

(If shares were allotted on one date, enter that date in the "from" box)

From:

17TH JANUARY 2023

To:

| | | | |
|---|---------------|--|--|
| Class of Shares (ordinary or preference etc) | ORDINARY | | |
| Number allotted | 2,990 | | |
| Nominal value of each share | TSh. 10,000/= | | |
| Amount (if any) paid or due on each share | TSh. 10,000/= | | |

List the names and addresses of the allottees and the number of shares allotted overleaf

If the allotted shares are fully or partly paid up otherwise than in cash please state:

% that each share is to be
treated as paid up

100%

Consideration for which
the shares were allotted(this information must be
supported by the duly stamped
contract or by the duly stamped
particulars on form 55b if the
contract is not in writing).

CASH

FOR OFFICIAL USE ONLY

Business Occupation

BUSINESSMANOther Directorships
(directors only)**NIL**I consent to act as [**director**] [~~secretary~~] of the above mentioned company

Signed.....

A director / secretary etc. must sign the form below

Date: **17TH JANUARY 2023**

Signed.....

DirectorDate: **17TH JANUARY 2023**

TERVIS FLINK LIMITED
P. O. Box 114
DAR-ES-SALAAM
TANZANIA

Notes:

Show full First Names, not initials. If the directors or secretary is a corporation, show the name on surname line and registered or principal office address on the usual residential address line.

Give previous First Name(s) or Surname(s) except that:

- For a married woman, the name by which she was known before marriage need not be given.
- Names not used since the age of 18 or for at least 20 years need to be given.

Other directorships

Give the name of every company incorporated in Tanzania of which the person concerned is a director or has been a director at any time in the past five years.

| Shareholder details | | Shares and share class allotted | |
|---------------------|---|---------------------------------|-----------------|
| Name: | AMIT RAGHUWANSHI | Class of Shares | Number Allotted |
| Address: | A28, KASTURI HOMES, KATARA HILLS, BHOPAL 462043, MADHYA PRADESH, INDIA | ORDINARY | 2,990 |
| | | | |
| | | | |

| | | | |
|----------|--|-----------------|-----------------|
| Name: | | Class of Shares | Number Allotted |
| Address: | | | |
| | | | |
| | | | |

| | | | |
|----------|--|-----------------|-----------------|
| Name: | | Class of Shares | Number Allotted |
| Address: | | | |
| | | | |
| | | | |

| | | | |
|----------|--|-----------------|-----------------|
| Name: | | Class of Shares | Number Allotted |
| Address: | | | |
| | | | |
| | | | |

Please enter the number of continuation
(if any) attached to this form

Signed

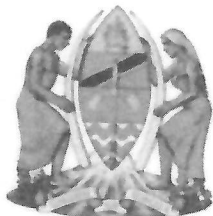
[Signature]

Director

Date

17TH JANUARY 2023

TERVIS FLINK LIMITED
P. O. Box 114
DAR-ES-SALAAM
TANZANIA



United Republic of Tanzania
Business Registrations and Licensing Agency



Application for Change of Company Particulars
Companies Act (Cap 212)

APPLICATION

Tracking number

G230117-0624

Application date

17/01/2023 07:32:38

APPLICANT

National ID

19900207111040000221

Name

KUNAL SUNIL ASSAR

Gender

Male

Date of birth

07/02/1990

Nationality

Tanzanian

E-mail Address

asherkunal@hotmail.com

Mobile Phone Numbers

255682001668

Can this person update data in ORS?

Yes

This person is empowered to assign persons
who can update data in ORS

Yes

CHANGES MADE

Directors / Company secretary, Authorised share capital,
Shareholder(s)

INFORMATION ABOUT COMPANY

TIN

141572768

Incorporation number

141572768

Company name

TERVIS FLINK LIMITED

Company type

Private company Limited by shares

Incorporation date

27/04/2020 16:04:37

Accounting date

31/12

REGISTERED OFFICE

Registered office

Region Dar Es Salaam, District Ilala CBD, Ward Gerezani,
Postal code 11107, Street Nkrumah, Road Nil, Plot number 68 &
69, Block number Nil, House number Nil

P.O. BOX

114

E-mail

asherkunal@hotmail.com

Mobile Phone Number

255682001668

BUSINESS ACTIVITY

Name of activity

4649 - Wholesale of other household goods , Main activity

Name of activity

4772 - Retail sale of pharmaceutical and medical goods,
cosmetic and toilet articles in specialized stores , Main
activity

Name of activity

4630 - Wholesale of food, beverages and tobacco , Main
activity

Name of activity

4721 - Retail sale of food in specialized stores , Main
activity

Name of activity

4722 - Retail sale of beverages in specialized stores

Name of activity

7490 - Other professional, scientific and technical activities
n.e.c.

Name of activity

4659 - Wholesale of other machinery and equipment

DIRECTORS**DIRECTOR 1**

Can this person update data in ORS?

Yes

National ID

19900207111040000221

TIN

126855273

Name

KUNAL SUNIL ASSAR

Gender

Male

Date of birth

07/02/1990

Nationality

Tanzanian

E-mail Address

ashekunal@hotmail.com

Mobile Phone Number

255682001668

Residential address

Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Kisutu, Postal code 11104, Street Pramukh Swami, Road Nil, Plot number 3, Block number 29, House number Nizari Flats

DIRECTOR 2

Can this person update data in ORS?

No

National ID

19570617111040000126

TIN

141439138

Name

SUNIL VASANT ASSAR

Gender

Male

Date of birth

17/06/1957

Nationality

Tanzanian

E-mail Address

assarsunil@gmail.com

Mobile Phone Number

255687483779

Residential address

Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Kisutu, Postal code 11104, Street Pramukh Swami, Road Nil, Plot number 3, Block number 29, House number Nizari Flats

DIRECTOR 3

Can this person update data in ORS?

No

Passport number

Z6601133

Name

AMIT RAGHUWANSHI

Gender

Male

Date of birth

16/02/1987

Nationality

Indian

E-mail Address

amit99965@gmail.com

Mobile Phone Number

917748000486

Residential address

India, Madhya Pradesh, A28, Kasturi Homes, Katara Hills, Bhopal, 462043,

COMPANY SECRETARY

Can this person update data in ORS?

Yes

National ID

19900207111040000221

TIN

Name

KUNAL SUNIL ASSAR

Gender

Male

Date of birth

07/02/1990

Nationality

Tanzanian

E-mail Address

asherkunal@gmail.com

Mobile Phone Number

255682001668

Residential address

Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Kisutu, Postal code 11104, Street Pramukh Swami, Road Nil, Plot number 3, Block number 29, House number Nizari Flats

AUTHORISED SHARE CAPITAL

| Class of shares | Number of shares issued | Value | Aggregate nominal value | Currency |
|-----------------|-------------------------|--------|-------------------------|----------|
| Ordinary | 100000 | 10000 | 1000000000 | TZS |
| | | Total: | 1000000000 | TZS |

SHARES ALLOTMENT

Allotment date from

2023/01/17

Allotment date to

2023/01/17

Allotment type

Cash

Allotment consideration description

SHAREHOLDERS

SHAREHOLDER 1

National ID

19900207111040000221

Name

KUNAL SUNIL ASSAR

Gender

Male

Date of birth

07/02/1990

Nationality

Tanzanian

E-mail Address

asherkunal@hotmail.com

Mobile Phone Number

255682001668

Residential address

Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Kisutu, Postal code 11104, Street Pramukh Swami, Road Nil, Plot number 3, Block number 29, House number Nizari Flats 3000

Ordinary

SHAREHOLDER 2

National ID

19570617111040000126

Name

SUNIL VASANT ASSAR

Gender

Male

Date of birth

17/06/1957

Nationality

Tanzanian

E-mail Address

assarsunil@gmail.com

Mobile Phone Number

255687483779

Residential address

Tanzania, Region Dar Es Salaam, District Ilala CBD, Ward Kisutu, Postal code 11104, Street Pramukh Swami, Road Nil, Plot number 3, Block number 29, House number Nizari Flats

Ordinary

SHAREHOLDER 3

Passport number

Z6601133

Name

AMIT RAGHUWANSHI

Gender

Male

Date of birth

16/02/1987

Nationality

Indian

E-mail Address

amit99965@gmail.com

Mobile Phone Number

917748000486

Residential address

India, Madhya Pradesh, A28, Kasturi Homes, Katara Hills,
Bhopal, 462043,

Ordinary

2990

TERVIS FLINK LIMITED,
Director AMIT RAGHUWANSHI

(Raghu)

19/01/2023

Signature and date

TERVIS FLINK LIMITED,
Director KUNAL SUNIL ASSAR

(Assar)

19th JAN 2023

Signature and date

TERVIS FLINK LIMITED,
Director SUNIL VASANT ASSAR

(Assar)

19/1/2023

Signature and date

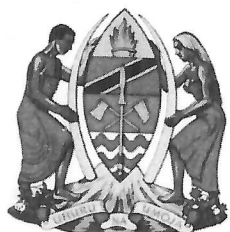
TERVIS FLINK LIMITED,
Company secretary KUNAL
SUNIL ASSAR

(Assar)

19th JAN 2023

Signature and date

TERVIS FLINK LIMITED
P. O. Box 114
DAR-ES-SALAAM
TANZANIA



TANZANIA

C.1



Certificate of Incorporation of a Company

Section 15

No: 141572768

I HEREBY CERTIFY THAT

TERVIS FLINK LIMITED

is this day incorporated under the Companies Act, 2002
and that the Company is Limited.

GIVEN under my hand at Dar es Salaam this 27th day of **APRIL**
TWO THOUSAND AND TWENTY.

PRINC ASST. REGISTRAR OF COMPANIES

