



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 925136331897176

Received from : ESTELLA PHARMACY

Amount : 250,000.00

Amount in Words : Two Hundred Fifty 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 | |
| : 142201611404 - Duplicates Certificate - 0 | 50,000.00 | |

Total Billed Amount : 250,000.00 (TZS)

Bill Reference : 16214136250335649746

Payment Control Number : 991620305066

Payment Date : 2025-05-16 14:50:45

Issued by : Zena Mango

Date Issued : 2025-05-16 15:01:24

Signature :

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL



991620305066

Alipie 200,000 for Alteration of
name of ownership
Alipie 50,000 for duplicate.

PCF.14

PHARMACY COUNCIL



Kali

16/5/2025

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: ESTELA Pharmacy FIN. 0102108

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

PHYSICAL ADDRESS:

Plot No. 51 Street: MPOLWE Ward: TANDIKA

District/Municipal: TEMEKE Region: DAR ES SALAAM

POSTAL ADDRESS: P.O. Box 79695 Contact No. 0785802417

E-mail: evakaneza25@gmail.com

OWNERSHIP:

- Directors (Names): 1. KANE KANEKA NGENDABANKA Qualification: Pharmacist
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: PIN:

Residential Address: Tel: Email:

Contract commencement date: Cessation date:

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: GANTLE Pharmacy-TEMEKE

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

PHYSICAL ADDRESS:

Plot No. 51 Street: MPOLWE Ward: TANDIKA

District/Municipal: TEMEKE Region: DAR ES SALAAM

POSTAL ADDRESS: 79695 CONTACT No. 0715419393

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. MBARAK MAHAMOUD MBARAK Qualification: BUSINESS MAN.
2. Qualification:
3. Qualification:

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: DAMIAN J. MMAMBALE PIN: 0103957

Residential Address: GONGOLAMBOTO Tel: 079992388 Email: imandaman4@gmail.com

Contract commencement date: 01/05/2025 Cessation date 30/09/2026

SECTION C: REASON(S) FOR PARTICULAR ALTERATION


1. The owner ceases to carry pharmacy business, and transferred to another region.
2.
3.

SECTION D: APPLICANT INFORMATION

Name of Applicant: MBARAK MAHAMOUD MBARAK


(Contact/email if different from the above)

Address: P.O. BOX 79695 Tel: 0715419393 E-mail: mbarakmahmoud66@gmail.com

Signature of Applicant:  Date: 12/05/2025

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:  Date: 12/05/2025

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 : 101-046-656

MKURUGENZI MANISPAA TEMEKE

NATIONAL STADIUM

46343

DAR ES SALAAM

Tax Certificate Number:

141-0237-2959

Issuing Office: Temeke

Telephone: 022-2861122

Date of issue: 25 April 2025

Expiry Date: 31 December 2025

| | | | |
|--------------------------------|--------------------------------------|-------------------------|--|
| Taxpayer Name | KANEZA EVELYNE SIKUBWABO NGENDABANKA | | |
| Trading Name | | | |
| Taxpayer Identification Number | 140-220-213 | Vat Registration Number | |
| Company Registration Number | | | |

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

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

| | |
|---|---|
| 1 | Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores |
| 2 | Duka la dawa |

Alfred T. Mregi

COMMISSIONER FOR DOMESTIC REVENUE

25 April 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.

TAX CLEARANCE CERTIFICATE
(Issued Under Regulation 103 of Tax Administration (General) Regulations 2016)

ISO 9001:2015 CERTIFIED

TANZANIA REVENUE AUTHORITY



Tax Certificate No: **741-0337-2829**
Issuing Office: **7/41-0337-2829**
Telephone: **122-0981122**
Date of issue: **15 April 2025**
Expiry Date: **14 December 2025**

Issuing Authority: **TANZANIA REVENUE AUTHORITY**
NATIONAL STADIUM
DAR ES SALAAM

| | |
|---|----------------------------------|
| Taxpayer Name: KAMEZA EVERINE SHUWARDI NGOMBARICA | |
| Trading Name: | |
| Taxpayer Identification Number: 10-230-242 | VAT Registration Number: |
| Company Registration Number: | |
| Business Premises located at: REGION: DAR ES SALAAM DISTRICT: TEMBEKE STREET: Tandara | |

This is to certify that the above registered taxpayer has complied with the law and has been granted Tax Clearance Certificate with respect to the following tax items:

| | |
|--|--|
| 1. General sale of pharmaceutical and medical goods, cosmetics and toilet articles in retail outlets | |
| 2. Duties on imports | |



[Signature]

Attested: **Attested T. Mushi**
COMMISSIONER FOR DOMESTIC REVENUE
15 April 2025

Disclaimer:

- This certificate is issued free of charge.
- This certificate should be retained in its original form and it is valid only if it is endorsed with OR Code.
- This Tax Clearance Certificate does not provide the Commissioner General from levying and recovering taxes established after issuance of this Certificate.

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

19780308-11106-00002-23

JINA LA KWANZA : MBARAK
First Name

MAJINA YA KATI : MAHAMUD
Middle Name

JINALA MWISHO : MBARAK
Last Name

JINSI : M
Sex

MWISHO WA MATUMIZI : 04 JUN 2024
Expiry Date



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

19780308-11106-00002-23

Kitambulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Huruhusiwi kukitanyia mabadiliko ya aina yeyote wala kumpatia mtu ambaye haruhusiwi kukitumia. Kama kikipotea, au kuharibiwa taarifa kamili lazima ilolewe 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.

Issued By :

DIRECTOR GENERAL
NATIONAL IDENTIFICATION AUTHORITY

UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

157-1000-1100-0000-23

RECEIVED
JAN 11 1964
FBI - NEW YORK

TO : DIRECTOR, FBI (157-1000-1100-0000-23)
FROM : SAC, NEW YORK (157-1000-1100-0000-23)
SUBJECT: [Illegible]

RE: [Illegible]

157-1000-1100-0000-23

157-1000-1100-0000-23

MKATABA WA MAUZIANO YA PHARMACY

Mkataba huu umefungwa leo tarehe 24 mwezi 04 2025

KATI YA

KANEZA EVELYNE SIKUBWABO wa S.L.P 11184-Dar es Salaam namba ya simu 0785802417 NIDA NAMBA 19960216-15115-00001-15 ambaye kwenye mkataba huu anajulikana kama "MUUZAJI" kwa upande mmoja.

NA

MBARAK MAHAMOUD MBARAK wa S.L.P 79695 Temeke, Dar es Salaam; namba ya simu 0715419393, NIDA NAMBA 19780308-11106-00002-23 (ambaye kwenye mkataba huu anajulikana kama "Mnunuzi wa PHARMACY").

Ifahamike kuwa **KANEZA EVELYNE SIKUBWABO** ni mmiliki halali wa Estella Pharmacy yenye usajili namba **FIN: 0102108** iliyopo Mtaa wa Mpolwe kata ya Matumbi, Halimashauri ya Manispaa ya Temeke, Mkoa wa Dar es Salaam, Tanzania.

Ifahamike kuwa **KANEZA EVELYNE SIKUBWABO**, ni mmiliki halali wa **ESTELLA PHARMACY** ambayo ipo katika nyumba Plot namba 42. Iliyopo mtaa wa Mpolwe, kata ya Matumbi temeke ambapo mmiliki wa nyumba ni **SEIFGOD WILLIAM MOSHA**.

Ifahamike kuwa **KANEZA EVELYNE SIKUBWABO** ni mmiliki pekee wa **ESTELLA PHARMACY** hana ushika na mtu mwingine yeyote.

Hivyo mkataba huu unashuhudiwa na pande zote mbili kama ifuatavyo;

1. Kwamba pande zote mbili tumekubaliana kuwa muuzaji anauza **ESTELLA PHARMACY** na mnunuzi yuko tayari kununua Pharmacy hiyo ilimradi haina mgogoro wowote.
2. Kwamba Pharmacy tajwa inauzwa kwa thamani ya **Tsh: 5,000,000/=** (milioni tano tu) na mnunuzi yupo tayari kununua Pharmacy tajwa kwa thamani iliyokubalika na pande zote mbili.
3. Kwamba tarehe ya kusaini mkataba huu mnamo tarehe **24/04/2025**, mnunuzi amelipa **Tsh: 5,000,000/=** (milioni tano) tu, na pesa imelipwa kwa njia ya pesa taslim (cash).
4. Kwamba mara baada ya mnunuzi kulipa pesa yote kwa mjibu wa mkataba uliofungwa tarehe **24/04/2025** mnunuzi anahaki ya kujimilikisha Pharmacy tajwa hapo juu, kutoka kwa muuzaji, na mnunuzi anayohaki ya kuanza kuitumia Pharmacy tajwa bila usumbufu kutoka upande wowote.
5. Kwamba mara baada ya mnunuzi kulipa pesa zote za mauziano, na iwapo kutajitokeza jambo lolote linalozuia utekelezaji wa mkataba huu, mnunuzi atakuwa na haki ya kudai

Barx.

M.



pesa yake aliyolipa pamoja na riba isiyopungua asilimia 30 kutoka kwa muuzaji; na mgogoro wowote utakaojitokeza taarifa yake itawasilishwa kwa maandishi kwa kila upande.

6. Kwamba iwapo kutazuka mgogoro wowote juu ya ufafanuzi wa mkataba huu na kushindikana kutatuliwa ndani ya siku 30, upande wa mnunuzi utakuwa na haki ya kufungua shauri la madai (summary procedure) ili kukamata mali yoyote ya muuzaji ili kufidia pesa iliyolipwa kwa mjibu wa fungu la 5 hapo juu.

MKATABA HUU umetiwa sahihi na pande zote mbili leo hii tarehe 24 mwezi 04 2025

KANEZA EVELYNE SIKUBUNDO Banx. 24/4/2025
(Muuzaji) (sahihi) (tarehe)

Mkataba umesainiwa mbele ya:

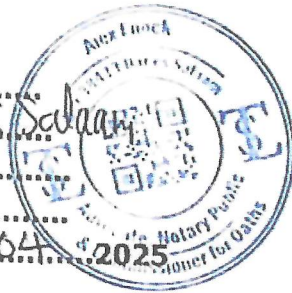
JINA: Alex Enock

ANUANI: 38433 Dar Es Salaam

CHEO: Vilakutu

SAINI: [Signature]

TEREHE 24 MWEZI 04 2025



MBARAK MAHAMAD MBARAK MD 24/04/2025
(Mnunuzi) (sahihi) (tarehe)

Mkataba umesainiwa mbele ya:

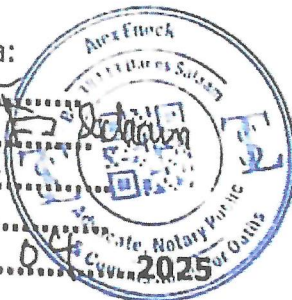
JINA: Alex Enock

ANUANI: 38433 Dar Es Salaam

CHEO: Vilakutu

SAINI: [Signature]

TEREHE 24 MWEZI 04 2025



Mkataba umetayarishwa na

Alex Enock, Wakili,

A7 Consultant,

S. L. P 38433,

Dar es Salaam.

Phone. 0768500477 OR 0748 735 555,

Email: creatzd@gmail.com



TANZANIA

Form 5



No. 604515

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **GANTLE PHARMACY** this 9th day of **MAY** year **2025** has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number **604515** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this 9th day of **MAY TWO THOUSAND AND TWENTY FIVE**.



Deputy Registrar Business Names

NOTE – This certificate must be kept in a conspicuous position at the principal place of business. Any change in the particulars originally registered must be notified to the Registrar within twenty eight days.



TANZANIA



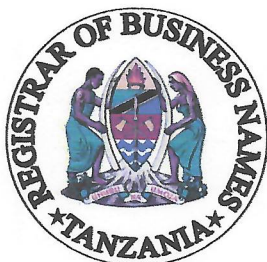
Extract date and time: 09/05/2025 16:31:54

Registration date and time: 09/05/2025 16:31:43

The Business Names (Registration) Act (Cap 213)

Extract from Register

1. Name of Business: GANTLE PHARMACY
2. Registration number: 604515
3. Principale Place of Business: Region Dar Es Salaam, District Temeke, Ward Chang'ombe, Postal code 15103, PLOT 51 BLOK BMTAA WA MPOLWE, NYUMBA NO 42 ,KARIBU NA SHELI YA BIGBORN.
4. Contacts: Email mbarakmahmoud66@gmail.com, Phone 0715419393, P.O.Box 79695
5. Business activity: 8690 - Other human health activities, Main activity
6. Propriator/Partners: MBARAK MAHAMOUD MBARAK
7. Authorized to Operate Bank Account etc: MBARAK MAHAMOUD MBARAK

*Deputy Registrar Business Names*

Information printed from the Register of Business Names is true and complete as per extract generation date and time. Please be advised to refer to the Online Registration System at BRELA (ors.brela.go.tz) for an up-to-date information regarding given Business Name.

CIN 0760711



TANZANIA REVENUE AUTHORITY

**CERTIFICATE OF REGISTRATION
FOR
TAXPAYER IDENTIFICATION NUMBER (TIN)**
(ISSUED UNDER SECTION 23 OF THE TAX ADMINISTRATION ACT 2015)

THIS IS TO CERTIFY THAT

MR. MBARAKA MAHMOUD MBARAKA

T/A SHAMA PHARMACY.

HAS BEEN REGISTERED WITH THE TANZANIA REVENUE AUTHORITY
AND ASSIGNED THE TAXPAYER IDENTIFICATION NUMBER

101-764-710

WITH EFFECT FROM: 03 March 2003

TRA LOCATION: TEMEKE

TAX OFFICE: KIGAMBONI

PHYSICAL LOCATION:

STREET / AREA: FERRY

ELIJAH O. MWANDUMBYA

OFFICIAL SEAL

COMMISSIONER FOR DOMESTIC REVENUE

NOTE THE REQUIREMENTS UNDER WHICH THIS CERTIFICATE IS ISSUED ARE STATED OVERLEAF

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



TAARIFA YA MALI ILIYOPOTEA

PHQ/DAR/TEM/77136/2025

Hii ni kuthibitisha kuwa

Kanzeza Evelyne Sikubwabo Ngendabanka



Nimetoa taarifa kituo cha polisi siku ya Thursday, April 24th, 2025 kwamba mali iliyoainishwa hapa chini imepotea.:-

| Aina ya Mali | Jina ya Mali | Nambari ya Mali |
|--------------|---|-----------------|
| Nyaraka | Original premise certificate registration of Estella Pharmacy | Certificate |

Maelezo Zaid

Nimepoteza Original premise certificate registration of Estella pharmacy



Nambari ya malipo :: 9910844880921

MKUU WA JESHI LA POLISI(CPF)

Nambari ya kitambulisho :: 19960216151150000115

Tuesday, May 6th, 2025

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



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

DAMIAN I MMAMBALE

PIN NO: 0103957

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: **27 March 2025**

Expires on: **31 December 2025**

**Registrar
Pharmacy Council**



AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

MBARAK MAHMOUD MBARAK
(PROPRIETOR)

AND

DAMIAN .I. MMAMBALE
(SUPERINTENDENT)

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACY

BETWEEN

Mr. J. H. Jones (PROPRIETOR)

AND

Mr. J. H. Jones (EXPERIENCED)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A

PHARMACIST

This Agreement is made on this 01 day of MAY 20 25

BETWEEN

MBARAK MAHMUD MBARAK (Name) of P.O. BOX 79695 Region DAR-ES-SALAAM, (hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part;

AND

DAMIAN I. MMAMBALE a registered pharmacist in charge who supervises a business of a pharmacist (hereinafter referred to as the **SUPERINTENDENT**) of another part.

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

AND WHEREAS in compliance with section 43 of the Act the Proprietor wishes to engage the professional services of a pharmacist to be in charge of his business;

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

AND WHEREAS the proprietor and superintendent (together referred as "**the Parties**") are desirous to enter into an agreement, to establish and operate a business of a pharmacist at the terms and conditions as hereinafter appearing;

AND WHEREAS the Parties agree to establish and operate a business of a pharmacist styled as GALAXY PHARMACY - TEMBEKA Pharmacy.

AND NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS;

1. Interpretation:

In this Agreement, unless the contrary intention appears, the following words shall denote the meaning assigned to them:

"**Act**" means the Pharmacy Act, [Cap 311 R: E 2002] Laws of Tanzania.

"**Agreement**" means this Agreement between the parties to establish and operate a business of Pharmacist.

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

"**Council**" means the Pharmacy Council established under section 3 of the Act.

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

"Pharmacist" means a person registered as such under section 16 of the Act.

"Proprietor" means an owner of Pharmacy who is registered as such under the Tanzania Food, Drugs and Cosmetics Act of 2003 and includes his assignees, agents or his legal representatives.

"Registrar" means Registrar of the Council appointed under Section 11 of the Act

"Superintendent" means a Pharmacist In-Charge of the business of a pharmacist who supervises a pharmacy and is registered as such by the Council under the Act.

"Transfer of ownership" means any disposition of ownership of the facility subject of this agreement to a third party either by way of sale, lease, or any other form, which has the effect of changing or transferring power of authority of owning of pharmacy to a third person during existence of its operation

2. Duration of Agreement

This Agreement shall be effective for a period of twelve (12) months, commencing from the 01 day of MAY 20 25 to 30 day of APRIL 20 26

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above-named Pharmacy on the 01 day of MAY 20 25

4. Obligation of the Parties:

4.1 The Proprietor:

The proprietor shall have the following duties and responsibilities;

4.1.1 The **PROPRIETOR** shall pay monthly allowance/emoluments of TZS 8,000,000 Tsh. payable to the **SUPERINTENDENT** upon discharging his duties and functions as per this Agreement.

(a) Provided that the said allowance shall be net off any applicable taxes and/or deductible employment benefits and shall be paid in monthly basis, and no later than the **1st day** of the following month, unless the delay in payment is communicated to the Superintendent and has accepted to the delay.

(b) Where the Proprietor fails to pay a monthly allowance to the Superintendent for **ten (10)** days without any justifiable cause, the Superintendent shall treat such late payment as a breach of contract and

the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 4.1.2 The Proprietor shall be responsible for purchasing or buying all reference materials necessary for the discharge of the business of a pharmacist and shall ensure at all times the availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations.
- 4.1.3 The Proprietor shall comply with the Laws, Regulations, Guidelines and standards prescribed by the Council and other relevant authorities.
- 4.1.4 Implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.1.5 The Proprietor shall hire pharmaceutical personnel for providing services or dispensing personnel recognized by the Council.
- 4.1.6 The Proprietor shall apply adequate funds necessary to rehabilitating or modifying the present premises and maintaining the modern pharmacy practice.
- 4.1.7 The Proprietor shall follow up and implement on matters advised by a Superintendent on professional and matters related to provision of good pharmaceutical services.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided with due care and ensure all proper records are maintained and managed well.
- 4.1.9 The Proprietor shall be responsible to report to the Council on poor attendance, service provided or malpractices done by the Superintendent.
- 4.1.10 The Proprietor shall purchase and ensure availability of all necessary tools for pharmacy operations are in place, which includes but not limited to availability of Superintendent Log book, PC logo, dispensing register, ledgers etc.
- 4.1.11 The Proprietor shall not interfere with the performance of professional matters in the premises or cause non-performance of professional services in the pharmacy.
- 4.1.12 The Proprietor shall ensure all purchases or procurement and deliverables of pharmacy items are signed by a Superintendent for proper records and professional accuracy.
- 4.1.13 Perform any other duty as the Council may determine from time to time for proper conduct and management the business of pharmacist.

4.2 The Superintendent;

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

- the agent may be held to account for any loss or damage caused by the agent in the performance of his duties.
- 4.1.2 The Proprietor shall be responsible for the management of the business and for the availability of all necessary personnel and other facilities for the performance of the business.
- 4.1.3 The Proprietor shall comply with all laws, regulations, orders and other requirements imposed by the Council and other relevant authorities.
- 4.1.4 Implement and ensure that standards required for the pharmacy and pharmaceutical products are maintained in high level at all times.
- 4.1.5 The Proprietor shall have pharmaceutical premises and equipment which are suitable for the purpose of the business.
- 4.1.6 The Proprietor shall apply adequate funds necessary to maintain the business in a sound financial position and to maintain the business in a sound financial position.
- 4.1.7 The Proprietor shall follow up and implement on a continuing basis the business plan and financial plan and maintain the business in a sound financial position.
- 4.1.8 The Proprietor shall ensure pharmaceutical services are provided in a sound financial position and maintain the business in a sound financial position.
- 4.1.9 The Proprietor shall be responsible to report to the Council on the business plan and financial plan and maintain the business in a sound financial position.
- 4.1.10 The Proprietor shall ensure pharmaceutical services are provided in a sound financial position and maintain the business in a sound financial position.
- 4.1.11 The Proprietor shall ensure all pharmaceutical services are provided in a sound financial position and maintain the business in a sound financial position.
- 4.1.12 The Proprietor shall ensure all pharmaceutical services are provided in a sound financial position and maintain the business in a sound financial position.
- 4.1.13 Further any other duties as the Council may determine from time to time for the conduct and management of the business of the pharmacy.

4.1 The Superintendent

For the purpose of the provisions of the Pharmacy Act, 1954, the Superintendent shall be deemed to be the person who is responsible for the management of the business and for the availability of all necessary personnel and other facilities for the performance of the business.

The superintendent shall have the following duties and obligations: -

- 4.2.1 Shall obtain from the Council and other appropriate authorities collect the requisite licenses, permits and authorization and keep the pharmacy within the standards and conditions as contained in any written law that regulate and control the business of a pharmacist.
- 4.2.2 Shall ensure physical supervision of the said premises at a minimum of 15 hours in 7 days of the week. Full time pharmacist is more preferable.
- 4.2.3 Shall implement and ensure that standards required for pharmacy and pharmaceutical properties are maintained in high level at all times.
- 4.2.4 Shall manage and undertake all technical and professional matters in the pharmacy.
- 4.2.5 Shall supervise and control all pharmaceutical personnel work in the pharmacy and ensure day-to-day functions of the pharmacy abide to the law.
- 4.2.6 Shall facilitate capacity building to all pharmaceutical personnel that supervises the pharmacy.
- 4.2.7 Shall provide pharmaceutical service with due care.
- 4.2.8 Shall ensure all proper records are maintained and managed in accordance to good pharmacy practice standards.
- 4.2.9 Shall ensure availability of all necessary reference and other relevant materials necessary for provision of pharmaceutical services and operations are in place.
- 4.2.10 Shall report to the Council on any malpractices or violations done by the Proprietor.
- 4.2.11 Shall ensure availability of all necessary tools for pharmacy operations are in place, i.e. Superintendent logbook, PC logo, dispensing register, ledgers etc.
- 4.2.12 Must ensure whoever is on duty shall appear on a white coat and name tag on it.

- 4.2.13 Shall establish a well-organized management body of the pharmacy of which he supervises.
- 4.2.14 Shall ensure that all certificates (business permit, premises registration, copy of certificate of a Superintendent and any other certificates from other authorities are conspicuously displayed in the premises.
- 4.2.15 Shall ensure medicines, medical supplies and other pharmacy items are properly arranged and kept in compliance with good pharmacy practice standards.
- 4.2.16 Shall perform any other duty as the Council may determine.

5. Termination

- 5.1 This Agreement shall be terminated:
- (a) by automatic termination;
 - (b) by mutual consent, or
 - (c) by Notice
- 5.2 The Agreement may automatically be terminated:
- (i) after the expiry of a term fixed under Clause 2 of this Agreement unless otherwise the parties agree to renew the terms of the agreement.
 - (ii) If the Council cancels the licence, or suspends or removes the name of a **Superintendent** from the Register due to professional misconducts in accordance with section 45 of the Act.
Notwithstanding the requirement of this Clause, where termination is due to the cancellation of the Superintendent's licence, or suspension or removal from the Register, Roll or List of Pharmacists, all benefits, allowances or claims due to the Superintendent for the work done for any such of days before the cancellation, suspension or removal shall be paid by the Proprietor prior to termination.
- 5.3 The Agreement may be terminated at any time by mutual agreement or consent between the parties when they find it appropriate that the agreement be terminated. Provided that where the Agreement is terminated by mutual consent, all claims or allowance due to the **Superintendent** shall be paid in full by the Proprietor prior to termination.

- 5.4 The Agreement may be terminated by notice:
- (i) By either party by giving a one (1) month' written notice to the other party of the intention to terminate the Agreement;
 - (ii) By either party by yielding to the other party one month's equivalent payment in lieu of a notice as required under Clause 5.4 (i) above.

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

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

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

6. Dispute Settlement

- 6.1 In the event of dispute in connection with this agreement both parties will make every effort to resolve the matter amicably.
- 6.2 If amicable settlement becomes impossible, then, an aggrieved party may seek legal remedy.
- 6.3 Nothing in clause 6 (6.1) and (6.2) shall prevent the Proprietor or Superintendent from initiating or proceeding to the Commission for Mediation and Arbitration (CMA).

7. Applicable Law and Jurisdiction

- 7.1 The laws of Tanzania hereto shall govern the validity, construction and interpretation of this agreement and the rights and duties of the parties.
- 7.2 Any dispute, controversy or claim arising of or relating to this Agreement or the breach, termination or invalidity or the Agreement shall firstly be settled amicably by the parties.
- 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

2.4 The Agreement may be terminated by either party by giving a notice in writing to the other party of the intention to terminate the Agreement.

2.5 The other party by seeking to enforce the Agreement shall be deemed to have accepted the terms of the Agreement.

Provided that a written notice under this clause shall be deemed to be received by the other party and copy shall be submitted to the Registrar for registration.

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

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

6. Dispute Settlement

6.1 In the event of dispute in connection with the Agreement, both parties shall make every effort to resolve the dispute amicably.

6.2 If amicable settlement becomes impossible, then the dispute shall be referred to local remedy.

6.3 Nothing in clause 6 (6.1 and 6.2) shall prevent the Parties from submitting the dispute to arbitration or proceeding to the Commission for Mediation and Arbitration (CMAA).

7. Applicable Law and Jurisdiction

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

7.2 Any dispute, controversy or claim arising out of or relating to the Agreement or its breach, termination or invalidity or the Agreement shall finally be referred to arbitration for the parties.

7.3 Unless the matter is not settled in an amicable way within three (3) days from the date when the dispute arose, the matter may be taken to court of competent jurisdiction for further redress.

7.4 In this Agreement shall preclude the raising of an application to the Court for conservancy or provisional relief.

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

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

Signed and delivered by the parties at this 01 day of 05 20 25.

SIGNED and DELIVERED at Dara-Colum by the said
MBARAK MAHMOUD MBARAK who is known
to me personally/identified to me by
.....the latter being
personally known to me this 01 day of 05 20 25

PROPRIETOR

In the presence of:

Name: JOSEPH J. Kwikasa
Designation: Commissioner for
Signature: J. Kwikasa
Address: P.O. Box 72292 DSM
Date: 01/05/2025



Signed and delivered by the parties at this 01 day of 05 20 25

SIGNED and DELIVERED at Dara-Colum by the said
DAMIAN J. MMAMBALE who is known
to me personally/identified to me by
.....the latter being
personally known to me this 01 day of 05 20 25

SUPERITENDENT

In the presence of:

Name: JOSEPH J. Kwikasa
Designation: Commissioner for Oaths
Signature: J. Kwikasa
Address: P.O. Box 72292 DSM
Date: 01/05/2025

