Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	**: 923318214519026**
Received from	: MAJENGO PHARMACY
Amount	: 100,000.00
Amount in Words	: One 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 - APPLICATION FOR CHANGE OF OWNERSHIP	**100,000.00**	

Total Billed Amount : **100,000.00 (TZS)**

Bill Reference	: 16213318234507626055
Payment Control Number	***: 991620224043***
Payment Date	**: 2023-11-14 14:12:50**
Issued by	: Mohammed Ulombe
Date Issued	: 2023-11-14 14:30:30
Signature	: ....

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PCF.14

PHARMACY COUNCIL

APPLICATION FOR ALTERATION
(Under Section 35 (1) of Pharmacy Act, 2011)

Registrar,
Pharmacy Council,
P.O. Box 1277,
Dodoma.

APPLICATION FOR CHANGE OF:

1. PREMISES LOCATION ☐
2. BUSINESS NAME ☐
3. BUSINESS OWNERSHIP ☑

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: SOKONI MAJENGO PHARMACY FIN: 0101068

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

PHYSICAL ADDRESS:

Plot No. 52/A/IV Street: MAJENGO MAPYA Ward: MAJENGO

District/Municipal: MOSHI MUNICIPALITY Region: KILIMANJARO

POSTAL ADDRESS: P.O. BOX 644, ARUSHA Contact. No. 0745 811398

E-mail: ....

OWNERSHIP:

Directors (Names): 1. ELIZABETH PHILIPO SWAI Qualification: DIRECTOR

2. .... Qualification: ....

3. .... Qualification: ....

SUPERINTENDANT INFORMATION:

Full Name: MARIA COSTANTINE MHANDO PIN: 0101957

Residential Address: RAU - MOSHI MC Tel: 0718 140007 Email: mhandomaria@gmail.com

Contract commencement date: 01/02/2023 Cessation date: 31/01/2024

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: SOKONI MAJENGO PHARMACY

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

PHYSICAL ADDRESS:

Plot No. 52/A/IV Street: MAJENGO MAPYA Ward: MAJENGO

District/Municipal: MOSHI MUNICIPALITY Region: KILIMANJARO

POSTAL ADDRESS: BOX 129 SIHA CONTACT. No. 0621-074697

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. MATHIAS ALEX LUZABIKO Qualification: BSC MEDICAL LABORATORY (DIRECTOR)
2. .... Qualification: ....
3. .... Qualification: ....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: MARIA COSTANTINE MHANDO PIN: 0101957

Residential Address: RAU- MOSHI MC Tel: 0718-140007 Email: mhandomaria@gmail.com

Contract commencement date: 01/02/2023 Cessation date 31/01/2024

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. CHANGE OF OWNERSHIP
2. ....

SECTION D: APPLICANT INFORMATION

Name of Applicant: MATHIAS ALEX LUZABIKO

(Contact/email if different from the above)

Address: BOX 129 Tel: 0621-074697 E-mail: matluza12@gmail.com

Signature of Applicant: [signature] Date: 06/011/2023

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 06/011/2023

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)

Form 5

TANZANIA

BRELA
BUSINESS REGISTRATIONS AND LICENSING AGENCY

No. 474924

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **SOKONI-MAJENGO PHARMACY** this **10th** day of **JULY** year **2020** 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 **474924** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this **10th** day of **JULY TWO THOUSAND AND TWENTY**.

REGISTRAR OF BUSINESS NAMES
★TANZANIA★

Deputy Registrar Business Names

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

TANZANIA REVENUE AUTHORITY

ISO: 9001:2015 CERTIFIED

TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN: 101-556-832

MOSHI MUNICIPAL COUNCIL
MAWENZI
P. O. Box 318
MOSHI

Tax Certificate Number: **151-0082-9178**

Issuing Office: Arusha
Telephone: 027-2502946
Date of Issue: 25 January 2021
Expiry Date: 31 December 2021

Taxpayer Name	**ELIZABETH PHILIPO SWAI**		
Trading Name			
Taxpayer Identification Number	**133-880-682**	VAT Registration Number	
Company Registration Number			

Business Premises located at: Plot Number -; Block Number -; Street NAMBALA

This is to certify that the above registered Taxpayer has complied with the 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.	
3.	

This certificate should be tendered in its original form and it is valid only if it is embossed with the Official Seal.

ABDUL Y. MAPEMBE

Official Seal

AG. COMMISSIONER FOR DOMESTIC REVENUE

25 January 2021

Disclaimer: This Tax Clearance Certificate shall not preclude the Commissioner General from demanding and recovering taxes established after issuance of this Certificate.

This Certificate is issued free of charge

CamScanner

MKATABA WA MAUZIANO YA DUKA LA DAWA, MAJENGO PHARMACY

MAKUBALIANO HAYA YAMESAINIWA siku ya tarehe 01 ya mwezi 02 mwaka 2022

BAINA YA:

Ndugu **ELIZABETH PHILIPO SWAI** wa sanduku la barua 644 Usa-River, ambaye ndani ya mkataba huu atakua anatajwa kama **MUUZAJI**

NA

Ndugu **MATHIAS ALEX LUZABIKO** wa sanduku la barua 14 Sanya Juu, ambaye ndani ya mkataba huu atakua anatajwa kama **MNUNUZI**

KWA KUA:

a) **MUUZAJI** ndiye ameamua kwa hiari yake bila kushurutishwa na mtu yoyote kuuza duka lake la dawa linaloitwa **MAJENGO PHARMACY** lililopo plot No. 52/A/IV/ Majengo Sokoni lenye usajili **(FIN): 0101068** toka baraza la Famasi Tanzania, ndani ya mkataba huu litatajwa kama **MAJENGO PHARMACY**

b) Na kwamba **MUUZAJI** ana hiari, kwa kuzingatia kufuatwa kwa masharti yanayoainishwa kwenye mkataba huu, ya kumuuzia **MNUNUZI** duka la **Majengo Pharmacy**.

c) Na kua **MNUNUZI**, kwa hiari yake yupo tayari kununua dula la **Majengo Pharmacy** kwa kufuata na bila kuvunja masharti yanayoainishwa katika mkataba huu.

WAHUSIKA WA MKATABA HUU WANAKUBALIANA YAFUATAYO: -

a) **KWAMBA,** gharama za malipo ya mauzo ya duka la Majengo Pharmacy zinajumlisha dawa zote zilizopo dukani, furniture zote, jina la biashara toka brela (Sokoni-Majengo Pharmacy), aluminium bars na vioo vilivyotumika kutenga vyumba(Aluminium partition), Tanesco Electrical meter(Mita ya umeme ya tanesco) na mkataba wa pango ambao unaisha 30 Aprili 2025.

b) **KWAMBA, MUUZAJI** atauza dula la dawa Majengo Pharmacy kwa gharama ya Tsh. 12,500,000/= (Milioni kumi na mbili na laki tano tuu)

c) **KWAMBA, MNUNUZI** atanunua duka la dawa Majengo Pharmacy kwa gharama ya Tsh. 12,500,000/=

d) **KWAMBA, MNUNUZI** atalipa shilingi 12,500,000/= kwa namna itakavyofaa kwa kuelewana na **MUUZAJI.**

e) **NA KWAMBA MUUZAJI** atapoteza umiliki wake na kuuhamishia kwa **MNUNUZI** siku ya kuusaini mkataba mbele ya mwanasheria.

KWA MASHARTI YAFUATAYO: -

f) **MNUNUZI** baada ya kulipa sehemu au kiasi chote cha fedha ya ununuzi, duka litakua chini ya umiliki wa **MNUNUZI.**

g) **MUUZAJI** hatakua na haki yoyote juu ya duka la dawa Majengo Pharmacy baada ya kumuuzia **MNUNUZI.**

KWA MASHARTI HAYO MUUZAJI ANAKUBALI YAFUATAYO: -

1) Kutodai kurudishiwa duka kwa namna au sababu yoyote ile baada ya kumuuzia **MNUNUZI.**
2) Kumkabidhi nyaraka zote na vibali vinavyohusiana na duka la dawa la Majengo Pharmacy **MNUNUZI.**
3) Kumkabidhi mkataba wa pango **MNUNUZI** ambao utaisha mwaka 2025 mwezi Aprili tarehe 30 kama ilivyokubalika katika mauziano.

NA MNUNUZI ANAKUBALI YAFUATAYO: -

1) Kuendesha duka la dawa Majengo Pharmacy kwa kuzingatia miongozo na taratibu za sheria ya nchi.
2) Kuwasilisha taarifa sahihi kwa taasisi mbalimbali zinazohusika na usimamizi wa maduka ya dawa kwa mujibu wa sheria za nchi.

NA INASHUHUDIWA kwamba wahusika katika mkataba huu wamesaini mkataba huu siku hii ya leo kama inavyoonekana hapa chini:

Mkataba Umesainiwa na

ELIZABETH PHILIPO SWAI, ambaye ametambulishwa

Kwangu na **MATHIAS ALEX LUZABIKO** leo

Tarehe 01..... mwezi 02....mwaka 2022.........

MUUZAJI

MBELE YANGU:

Sahihi ....

Jina ....E.N. PETRO....................................

Anwani ....121 SIHA....................................

HAKIMU MKAZI
MAHAKAMA YA MWANZO
SANYA JUU

Mkataba UMESAINIWA na

MATHIAS ALEX LUZABIKO ambaye

Ninamfahamu katika siku hii ya tarehe 01......

Mwezi wa 02......... mwaka 2022...........

MNUNUZI

MBELE YANGU:

Sahihi ....

Jina ....E.M. PETRO........................

Anwani .....121 SIHA.......................

HAKIMU MKAZI
MAHAKAMA YA MWANZO
SANYA JUU

SHAHIDI WA MUUZAJI

1. JOVITHA JOHNBOSCO KAIZA ______________________

SHAHIDI WA MNUNUZI

1. PASCAL JOHN OISO ______________________

MKATABA WA UPANGISHAJI

MAKUBALIANO HAYA YAMESAINIWA siku ya tarehe ....11.......ya mwezi wa JANUARI.......mwaka 2020.

BAINA YA

Ndugu **EDMUND L. SHAYO** wa sanduku la barua 21 Moshi, ambaye ndani ya mkataba huu atakua anatajwa kama **MPANGISHAJI**

NA

Ndugu **ELIZABETH PHILIPO SWAI** wa sanduku la barua 644 Usa-river, ambaye ndani ya mkataba huu atakua anatajwa kama **MPANGAJI**

KWA KUWA:

a) **MPANGISHAJI** ndiye, na ataendelea kuwa mmiliki halali wa nyumba ya biashara iliyopo Plot No.52 /A/IV/ Majengo Sokoni, nyumba ambayo ndani ya mkataba huu inatajwa kama nyumba ya Biashara.

b) Na kwamba **MPANGISHAJI** ana hiari, kwa kuzingatia kufuatwa kwa masharti yanayoainishwa kwenye mkataba huu, ya kumpangisha **MPANGAJI** nyumba kwa ajili ya Biashara.

c) na kuwa **MPANGAJI**, kwa hiari yake, yuko tayari kupanga nyumba hiyo inayopangishwa kwa kufuata, na bila kuvunja masharti yanayoainishwa katika mkataba huu.

WAHUSIKA WA MKATABA HUU WANAKUBALIANA YAFUATAYO:

a. **KWAMBA,** kwa malipo ya **KODI** inayoainishwa katika mkataba huu, na kulingana na masharti ya upangaji kama yanavyainishwa katika mkataba huu, **MPANGISHAJI** anapangisha nyumba tajwa kwa **MPANGAJI**;

b. **KWAMBA, MPANGAJI** ataifanyia nyumba tajwa matengenezo yatakayo gharimu kiasi cha pesa ya Kitanzania ***Tsh milioni saba laki mbili na elfu thelathini na sita mia nne hamsini tu*** (7,236,450/=)

c. **KWAMBA,** gharama hiyo ya matengenezo itakatwa kwenye kodi na MPANGAJI kwa kiasi cha Tsh 110,000/=) laki moja na elfu kumi tu kila mwezi kwa muda wa miezi sitini na tano (66) sawa na miaka mitano na miezi sita (5.6).

d. **NA KWAMBA MPANGAJI** atalipa Shilingi 660,000/= (laki sita na elfu sitini) kwa mkupuo kwa **MPANGISHAJI**, malipo ambayo ni **KODI** ya miezi sita kwa kiwango cha shilingi laki moja na elfu kumi tu/= (110,000/=) kwa mwezi baada ya kukata gharama ya matengenezo ambayo ni Tsh laki moja na elfu kumi tu (110,000/=).

e. **KWAMBA,** baada ya miaka mitano na miezi mitano sawa na miezi 65 ya kukata pesa ya matengenezo (renovation) ya nyumba tajwa **MPANGAJI** kwa kipindi cha

upangaji ambacho kitakuwa kimesalia atalipa kodi kwa kiwango cha laki 220,000 kwa mwezi bila makato yeyote ya matengenezo ya nyumba tajwa.

f. **KWAMBA,** kodi halisi kabla ya kukata gharama ya matengezezo ya nyumba tajwa ni shilingi za Kitanzania laki mbili na elfu ishirini tu (220,000/=) kwa mwezi.

g. **KWAMBA,** mkataba huu ni wa kipindi cha miaka miaka mitano na miezi sita(5.6).

h. **NA KWAMBA** mkataba huu umeanza kutumika Siku ya tarehe **01** mwezi wa **Novemba**, mwaka **2019** ambapo **MPANGAJI** aliruhusiwa kutumia nyumba tajwa hapo juu;

KWA MASHARTI YAFUATAYO:

a Endapo
(i) katika kipindi cha upangaji kodi haitokua imelipwa kwa muda wa siku thelathini / au
(ii) **MPANGAJI**, bila sababu ya msingi, akashindwa kuzingatia masharti muhimu ya upangishaji, katika mkataba hu;[1]

Itakua ni halali kwa mpangishaji, kutwaa nyumba ya biashara;

b) Taarifa (NOTICE) inayohusiana na upangaji katika mkataba huu itakua ni kwa njia ya maandishi na ni lazima iwe ya siku thelathini (30);
c) Mkataba huu unaweza ukarefushwa kulingana na makubaliano ya wahusika wote wawili. Katika kipindi chote cha kupitia upya na kurefushwa kwake, kiasi cha kodi kitajadiliwa upya kulingana na mazingira ya wakati huo;
d) **MPANGAJI** anaweza akavunja mkataba kabla ya kumalizika kwa kipindi chake, baada ya kutoa taarifa kwa **MPANGISHAJI**: lakini kwa hali yoyota, uvunjaji wa mkataba ndani ya kifungu hiki hautoruhusu kurudishwa kwa **KODI** itakayokua imeshalipwa.

KWA MASHARTI HAYO, MPANGAJI ANAKUBALI YAFUATAYO:

1. Kulipa KODI kwa kiasi kinachotajwa katika mkataba huu;
2. Kwamba MPANGAJI atalipa kodi kwa MPANGISHAJI kwa mjia (means) itakayoonekana inafaa(convenient) kwa pande zote mbili ndani ya mkataba huu.
3. Kulipa Gharama za usafi, maji na umeme kwa mamlaka husika;
4. Kwa wakati wote, kuweka nyumba katika hali bora, na usafi kwa matumizi ya biashara;
5. Kuruhusu **MPANGISHAJI** au mtu yeyote kwa niaba yake, kuingia na kufanya matengenezo au ukaguzi unaohusiana na ubora wa nyumba;

[1] Masharti Muhimu ya upangishaji ni yale yanayo husiana na utunzaji wa nyumba, na malipo ya kodi.

6. Kutofanya upanuzi, au kubadilisha sehemu yoyote ya nyumba bila ridhaa ya **MPANGISHAJI;**
7. Kutompangisha mtu yoyote bila ridhaa ya **MPANGISHAJI;**
8. kutotumia nyumba kwa hali yoyote ambayo itasababisha kero au usumbufu kwa majirani au wapangaji wengine;
9. Kutumia nyumba kwa madhumuni ya biashara tu;
10. Kwamba Biashara itakayofanyika isiwe ni kinyume cha sheria za nchi;
11. Kwamba **MPANGAJI** atawajibika kwa uharibifu wa makusudi au uzembe, katika nyumba tajwa;
12. Wakati mkataba utakapofikia ukingoni, na kabla ya kurefushwa kwake, **MPANGAJI** atakabidhi nyumba ikiwa katika hali nzuri ya kibiashara.

NA MPANGISHAJI ANAKUBALI YAFUATAYO:

1. Kuhakikisha kwamba MPANGAJI hatopata usumbufu wowote, na kwamba baada ya MPANGAJI kulipa KODI na kutimiza masharti yote ya UPANGAJI, MPANGAJI atakua huru kutumia nyumba kwa ajili ya madhumuni yanayoainishwa katika mkataba huu bila ya vikwazo vyovyote ambavyo ni kinyume na mkataba;
2. Kulipa malipo yote katika mamlaka husika, malipo ambayo MPANGAJI hajatajwa kuhusika nayo katika mkataba huu.

KWAMBA PANDE ZOTE ZINAKUBALIANA ZAIDI KAMA IFUATAVYO;-

a) Kwamba vifaa vifuatavyo viliyoongezwa kwenye nyumba tajwa ya biashara wakati wa matengenezo (renovation) havitakuwa sehemu ya nyumba tajwa bali ni mali ya Mpangaji na vitaendelea kuwa mali ya Mpangaji.
b) Vifaa hivyo ni kama vifuatavyo hapa chini;-
    1. Air Condition (AC)
    2. Aluminium bar na vioo vilivyotumika kutenga vyumba(aluminium partition).
    3. Tanesco Electrical meater. (mita ya umeme ya Tanesco)

NA INASHUHUDIWA kwamba wahusika katika mkataba huu wamesaini mkataba huu siku hii ya leo kama inavyo onekana hapo chini:

Mkataba UMESAINIWA na
EDMUND L.SHAYO ambaye ametambulishwa
Kwangu na ELIZABETH P. SWAI leo
tarehe 11th mwezi wa JANUARI,2020

MPANGISHAJI

MBELE YANGU;

Sahihi: ....

Jina DICKSON A. MATURO

Anwani: 576 USA-RIVER

DICKSON ABRAHAM MATURO Advocate, Notary Public & Commissioner for Oaths P.O. Box 576, USA-RIVER, ARUSHA

Mkataba UMESAINIWA na
ELIZABETH PHILIPO SWAI
ambaye ninamfahamu katika siku hii ya tarehe 11 mwezi wa JANUARI 2020

MPANGAJI

MBELE YANGU;

Sahihi: ....

Jina: DICKSON A. MATURO

Anwani: 576 USA-RIVER

DICKSON ABRAHAM MATURO Advocate, Notary Public & Commissioner for Oaths P.O. Box 576, USA-RIVER, ARUSHA

SHAHIDI WA MPANGISHAJI

1. WENZESLAUS ABATH MBUYA

SHAHIDI WA MPANGAJI

1. GEORGE ANDREW KOPWE

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

19880225-25406-00001-25

JINA : [illegible]THIAS ALEX
Given Name
JINA LA [illegible] : LUZABIKO
[illegible]
TAREHE [illegible] : [illegible]
[illegible]
JINSI : M
[illegible]
SAINI :
Signature
MWISHO WA MATUMIZI : 19 DEC 2026
Expiry Date

THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD

19880225254060000125

Kitambulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Huruhusiwi kulifanyia mabadiliko ya aina yeyote 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 tempered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

DIRECTOR GENERAL
NATIONAL IDENTIFICATION AUTHORITY