



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

**Pharmacy Council**

Exchequer Receipt

**Stakabadhi ya Malipo ya Serikali**

Receipt No : 925178343367087  
Received from : HAZINA PHARMACY  
Amount : 200,000.00  
Amount in Words : Two Hundred Thousand TZS And Zero Cent(s) Only  
Outstanding Balance : 0.00

| In respect of   | Item Description(s) | Item Amount |
|---|---------------------|-------------|
| : 142202540104 - Application for<br>change of name/ ownership - 1 |                     | 200,000.00  |

**Total Billed Amount : 200,000.00 (TZS)**

Bill Reference : 16213177252323806624

Payment Control Number : 991620312835

Payment Date : 2025-06-27 13:17:48

Issued by : Zena Mango

Date Issued : 2025-06-27 13:33:58

Signature

PHARMACY COUNCIL

991620312835

Alipie 200,000 /-  
Alteration of  
name & ownership  
PCF.14 26/6/2025  
*[Signature]*

## 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: HAZINA PHARMACY FIN. 0101240

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

#### PHYSICAL ADDRESS:

Plot No. .... Street: KIGOGO Ward: KIGOGO  
District/Municipal: KINONDONI Region: DAR ES SALAM  
POSTAL ADDRESS: P.O. BOX 67164 Contact No. 0716160266  
E-mail: .....

#### OWNERSHIP:

Directors (Names): 1. SITAVITA CHIRICATO L Qualification: Director  
2. .... Qualification: .....  
3. .... Qualification: .....

#### SUPERINTENDANT INFORMATION:

Full Name: SIMON JAPHARY PIN: 101683  
Residential Address: 67164 DSM Tel: ..... Email: .....  
Contract commencement date: ..... Cessation date: .....

#### SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: MAC PHARMACY MBUYUNI

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

#### PHYSICAL ADDRESS:

Plot No. .... Street: KIGOGO MBUYUNI Ward: KIGOGO  
District/Municipal: KINONDONI Region: DAR ES SALAM  
POSTAL ADDRESS: BOX 3997 DSM CONTACT No. 0685780206



**NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)**

Directors (Names):

1. MCJOHN MBIRI Qualification: Director
2. OSCAR MARIKALA Qualification: Director
3. .... Qualification: .....

**SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)**

Full Name: ..... PIN: .....

Residential Address: ..... Tel: ..... Email: .....

Contract commencement date: ..... Cessation date .....

**SECTION C: REASON(S) FOR PARTICULAR ALTERATION**

1. PURCHASE OF ITABENA PHARMACY AND TRANSFER OF OWNERSHIP
2. ....
- .....

**SECTION D: APPLICANT INFORMATION**

Name of Applicant: MCJOHN MBIRI

(Contact/email if different from the above)

Address: Box 30975 Dm Tel: 0685 750 206 E-mail: mbirimejohn@gmail.com

Signature of Applicant: [Signature] Date: 24/12/2024

**SECTION E: APPLICANT DECLARATION**

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

Signature of Applicant: [Signature] Date: 24/12/24

**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 : 101-186-555

HALMASHAURI YA MANISPAA YA KINONDONI

MWANANYAMALA/ MWINJUMA ROAD

31902

DAR ES SALAAM

Tax Certificate Number:

**131-0200-8634**

Issuing Office: Kinondoni

Telephone: 022-2771841

Date of issue: 16 April 2024

Expiry Date: 31 December 2024

|                                |                            |                         |  |
|--------------------------------|----------------------------|-------------------------|--|
| Taxpayer Name                  | SHAVIANA CHRISANTU LITANDA |                         |  |
| Trading Name                   |                            |                         |  |
| Taxpayer Identification Number | 136-815-210                | Vat Registration Number |  |
| Company Registration Number    |                            |                         |  |

Business Premises located at :  
REGION : DAR ES SALAAM,  
DISTRICT : KINONDONI,  
STREET : KIGOGO

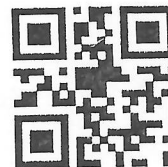
This is to certify that the above registered Taxpayer has complied with tax laws and has been granted Tax Clearance Certificate with respect to the following business(es):

|   |   |
|---|---|
| 1 | Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores |
| 2 | Other activities auxiliary to financial service activities  |

**Alfred T. Mregi**

**COMMISSIONER FOR DOMESTIC REVENUE**

17 April 2024



## **Disclaimer :**

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





# TANZANIA REVENUE AUTHORITY

ISO 9001: 2015 CERTIFIED

## TAX CLEARANCE CERTIFICATE

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

Licencing Authority; TIN : 101-186-555  
HALMASHAURI YA MANISPAA YA KINONDONI  
MWANANYAMALA/ MWINJUMA ROAD  
31902  
DAR ES SALAAM

Tax Certificate Number:

131-0231-7858

Issuing Office: Kinondoni

Telephone: 022-2771841

Date of issue: 14 March 2025

Expiry Date: 31 December 2025

|                                |                            |                         |  |
|--------------------------------|----------------------------|-------------------------|--|
| Taxpayer Name                  | SHAVIANA CHRISANTU LITANDA |                         |  |
| Trading Name                   |                            |                         |  |
| Taxpayer Identification Number | 136-815-210                | Vat Registration Number |  |
| Company Registration Number    |                            |                         |  |

Business Premises located at :  
REGION : DAR ES SALAAM,  
DISTRICT : KINONDONI,  
STREET : KIGOGO

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):

|   |   |
|---|---|
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Alfred T. Mregi  
COMMISSIONER FOR DOMESTIC REVENUE  
14 March 2025



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TANZANIA



## Certificate of Incorporation

Section 15


No 136340

I HEREBY CERTIFY THAT

**MAC TZ 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 30TH day of JUNE**TWO THOUSAND AND SEVENTEEN.**  
Princ. Asst. Registrar of Companies



**DRIVING LICENCE**  
**THE UNITED REPUBLIC OF TANZANIA**



5 Licence number

**4000030775**

1 Family name  
**MBIRI**

2 Given names  
**JOHN RWANDA**

3 Date of birth  
**16/10/1975**

4a Date of issue  
**07/10/2020**

4b Date of expiry  
**03/10/2025**

4c Issuing authority  
**TANZANIA REVENUE AUTHORITY**

6 Permanent place of residence  
**Songwe**

9 Categories of Vehicles  
**B D**

7 Signature





## MAKUBALIANO/MKATABA WA UPANGAJI FREMU

Mimi RAMADHAN DAK wa KIGOGO MBUYUNI  
S.L.P. \_\_\_\_\_, Phone no. 0675 120 355

nimekubali Kuwapangisha,

MAC FZ (JOHN MBIRI)

wa S.L.P. 39975 DAR ES SALAAM

Fremu yangu iliyopo Barabara ya KIGOGO eneo la MBUYUNI  
plot No. \_\_\_\_\_ Block \_\_\_\_\_ kwa makubaliano yafatayo:-

1. Makubaliano haya yananaanza rasmi tarehe 01-12-24 hadi 30-11-25

### 2. MALIPO:-

❖ Mpangaji atalipa kodi ya fremu ya shilingi

LAKI TISA (TZS 900 000)

hii ikiwa ni kodi ya miezi 12 Kwanzia

01-12-2024 hadi 30-11-2025

❖ Kodi tajwa hapo juu inalipwa mwanzo wa mkataba.

3. Mpangaji atalipa umeme kupitia LUKU ya fremu yake.

4. Ni wajibu wa mpangaji kuweka fremu na mazingira yake kuwa safi kila wakati.

5. Mpangaji ataeleza kwa mwenye fremu nia ya kuendelea au kuhama ndani ya miezi sita kabla ya mkataba kumalizika.

6. Aidha ikiwa mwenye fremu atahitaji fremu yake baada ya mkataba kuisha, atatoa taarifa kwa mpangaji miezi sita kabla.

Makubaliano haya yamefanyika na kukubalika kwa pande zote mbili, mpangaji na mwenye Fremu, leo tarehe 01-12-2024

JINA LA MWENYE NYUMBA

RAMADHAN DAK

SAHIHI

Ramadhan

TAREHE

1/12/24

JINA LA MPANGAJI

MAC FZ (JOHN MBIRI)

SAHIHI

John Mbiriri

TAREHE

2/12/24



THE COMPANIES ACT 2002 (CAP.212)

.....  
COMPANY LIMITED BY SHARES  
.....

MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF  
**MAC TZ LIMITED.**

.....  
Incorporated this.....day of.....2017  
.....

Drawn by:  
Upendo Mwankenja  
(Subscriber)  
P.O Box  
Dar es Salaam

**THE COMPANIES ACT 2002 CAP.212**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM  
AND  
ARTICLES OF ASSOCIATION  
OF**

**MAC TZ LIMITED**

Incorporated this.....day of.....2017



THE UNITED REPUBLIC OF TANZANIA

Certificate of Incorporation

No.....

HEREBY CERTIFY that **MAC\*TZ LIMITED**

is this day Incorporated under the Companies Act 2002 CAP 212, and that the Company is Limited.

GIVEN under my hand at .....this ..... day of.....2017

Signed.....

ASSISTANT REGISTRAR OF COMPANIES

THE COMPANIES ACT 2002 CAP.212  
COMPANY LIMITED BY SHARES

MEMORANDUM OF ASSOCIATION  
OF  
**MAC TZ LIMITED**

1. The name of the Company is **MAC TZ LIMITED**.
2. The registered office of the company will be situated in Tanzania
3. The Objects for which the company is established are:
  - (a) To carry out all or any, in Tanzania and any other part of the world, the business of general merchants, traders, suppliers, importers, stores, storekeepers, farming, agri-business, logistics, contractors, pharmaceuticals, removers, packers, brokers, distributors, manufacturers, representatives, commission, insurance, managing financial and general agents, investors, franchisers, carriers, ship owners and or in any other capacity, and dealers in and to buy, prepare, manufacture, render marketable, sell, barter, exchange, pledge, charge, make advances on and otherwise deal in or with or turn to account by wholesale or retail goods, general merchandise and other commodities of all kinds and description.
  - (b) Purchase, take on lease or in exchange, hire or otherwise acquire and hold any estate or interest in any land, buildings, easements, rights, privileges, concessions, patents, patent rights, licenses, secret process, machinery, plant, equipment, stock-in-trade and any real personal property of any kind necessary or convenient for the purposes of development, reselling, leasing and investments.
  - (c) To build, construct, maintain alter, enlarge, pull down and remove or replace any buildings, factories, mills, offices, garages, workshops, filling stations, works, wharves, dams, sluices/water sources and to clear sites for the same or join any person, firm or company in doing any of the business, aforesaid and to work, manage and control the same or join with others in some doing.
  - (d) To carry on the business of manufactures of, dealers in, repairers, cleaners, stores and warehouse of tractors, heavy equipment, plant and all machinery, motor cars, motor cycles, cycle cars, motors, scooters, cycles, bicycles and carriages, launces, boats, vans, aero planes, hydroplanes and other conveyances of all descriptions, whether propelled or assisted by means of petrol, diesel, spirit, steam, gas, electrical, animal or other power and of engines, chassis, bodies and other things used for, in, or in connection with motor and other things.



- (e) To enter into any arrangement with any government, or authority, supreme municipal, local or otherwise that may seem conducive to the Company objects, any of them and to obtain from such government or authority any arrangements, rights, privileges, awards, concessions and tenders which the Company may think it desirable to obtain, and to carry out, exercise and comply with any such arrangements, rights, privileges, awards, concessions and tenders.
- (f) To offer advice, direction and consultation to organizations or individuals.
- (g) To promote, support and encourage organisations business activities.
- (h) To promote good practice and global cooperation in all business activity.
- (i) To promote and facilitate the direction of policy to create an awareness in good business management.
- (j) To promote through various training and education ventures to promote issues relating to business management.
- (k) To promote intern work and recruit and place interns in a wide range of intern work with other organisations as well as hire interns.
- (l) To liaise with statutory and voluntary bodies on voluntary work issues.
- (m) To develop education training and support for business people.
- (n) To develop with the co-operation of the agencies, new projects that involve volunteers and develop monitor and evaluate strategies and methods of publishing the work of the projects.
- (o) To offer expertise in the areas of marketing and advertisement, , business management, construction, business consulting, business coaching and negotiation, team development accounting, finance, search engine marketing, search engine optimisation, creative design, graphic design and other areas of promotion
- (p) To engage in visual communication and multimedia communication e.g. radio, television, print, websites, word-of-mouth advertising etc.
- (q) To engage in and distribute marketing research e.g. focus groups, product feedback and demonstrations, data collection, survey administration etc.
- (r) To furnish and provide the Company's property with such furnishings and materials, machinery and conveniences as the Company may think desirable.
- (s) To provide gardens, greenhouses and grounds for recreation and amusement.
- (t) To raise funds and help raise funds for any charitable purpose.
- (u) To carry on any business, which may seem to the Company capable of being conveniently carried on in connection with the above main object or calculated directly or indirectly to enhance the value of or render profitable any of the Company's property, rights or interests.



- (v) To effect insurances and to take other such measures as may be considered necessary to expedient for the purposes of safe guarding and securing the Company and its Directors, Member, Employees, and people using its premises and any property of which the Company may be a Trustee, Manager, Agent or Custodian, against liability, loss, and damage of any description.
- (w) To make, draw, accept, endorse, issue, discount, and otherwise deal with promissory notes, bills of exchange, cheques, letters of credit, circular notes and other mercantile instruments.
- (x) To acquire by purchase, exchange, lease, fee farm grant or otherwise, either for an estate in fee simple or for any less estate or interest, whether immediately or reversionary, and whether vested or contingent: any lands, tenements or hereditaments of any tenure, whether subject or not to any charges or encumbrances and to hold and farm and work or manage or to sell, let; alienate, mortgage, lease or charge land, house property, shops, flats, maisonettes, reversions, interests, annuities, life policies and any other property real or personal, movable or immovable, either absolutely or conditionally and either subject to or not to any mortgage, charge, ground rent or other rents or encumbrances and to pay for any lands, tenements, hereditaments or assets acquired by the Company in cash or debentures or obligations of the Company, whether fully paid or otherwise, or in any other manner.
- (y) To guarantee, support or secure, whether by personal covenant or by mortgaging or charging all or any part of the undertaking, property and assets (present and future) of the Company, or all such methods, the performance of the obligations of and the repayment or payment of the principle amounts and interest of any person, firm or Company or the dividends or interest of any securities, including (without prejudice to the generality of the foregoing) any company which is the Company's holding company or a subsidiary or associated company.
- (z) To carry on any other business, which may seem to the Company capable of being conveniently carried on in connection with the main object(s).
- (aa) To purchase or otherwise acquire and carry on the whole or any part of the business property, goodwill and assets of any company carrying on authorised to carry on or which can be conveniently carried on in connection with the same, or may seem calculated directly or indirectly to benefit the Company, or possessed of property suitable for the purposes of the Company, and as part of the consideration for any of the acts or things aforesaid or property acquired to undertake all or any of the liabilities of such company or to acquire an interest therein, amalgamated with or enter into any arrangement for sharing profits, or for co-operation, or for limiting competition or for mutual assistance with any such company and to give, issue or accept cash or any shares, debentures or other securities that



may be agreed upon, and to hold and retain or sell, mortgage and deal with any shares, debentures or securities so received.

- (bb) To promote any company for the purpose of acquiring all or any of the property or liabilities of the Company, or if undertaking any business or operations which may appear likely to assist or benefit the Company or to enhance the value of or render more profitable any property, assets or business of the Company, or for any other purpose which may see directly or indirectly calculated to benefit the Company.
- (cc) To accumulate capital for any purposes of the Company, and to appropriate any of the Company's assets to specific purposes, either conditionally or unconditionally. Prior permission to be obtained from Revenue where it is intended to accumulate funds for a period in excess of two (2) years.
- (dd) To enter into any arrangements with any government or authority, supreme, municipal, local or otherwise, or company that may seem conducive to the Company's main object(s), and to obtain from any such government authority or company, any charters, contracts, decrees, rights, privileges and concessions and to carry out, exercise and comply with any such arrangements, charters, contracts, decrees, rights, privileges and concessions.
- (ee) To raise or borrow money, and to secure the payment of money by the issue of or upon debentures or debenture stock, perpetual, terminable or otherwise, or bonds or other obligations, charged or not charged upon, or by mortgage, charge, hypothecation, lien or pledge of the whole or any part of the undertaking, property, assets and rights of the Company, both present and future, and generally in such other manner and on such terms as may seem expedient, and to issue any of the Company's securities, for such consideration and on such terms as may be thought fit, including the power to pay interest in any money so raised or borrowed; and also by a similar mortgage, charge, hypothecation, lien or pledge, to secure and guarantee the performance by the Company of any obligation or liability it may undertake, and to redeem or pay off any such securities.
- (ff) To create, maintain, invest and deal with any reserve or sinking funds for redemption of obligations of the Company, or for depreciation of works or stock, or any other purpose to advance the main object(s) of the Company.
- (gg) To grant pensions, gratuities, allowances or charitable aid to any person who may have served the Company as an employee, or to the wives, husbands, children or other dependents of such person provided that such pensions, gratuities, allowances or charitable aid shall be no more than that provided by an occupational pension scheme and provided that such occupational pension scheme has been operated by the company and the beneficiary of the pensions, gratuities, allowances or charitable aid, or their spouse or parent, has been a member of the occupational pension scheme while employed



by the company; and to make payments towards insurance and to form and contribute to provident and benefit funds for the benefit of any persons employed by the Company and to subscribe or guarantee money for charitable objects.

- (hh) To promote freedom of contact and to resist, insure against, counteract and discourage interference therewith to join any lawful federation, union, association or party and to contribute to the funds thereof, or do any other lawful act or thing with a view to preventing or resisting directly or indirectly any interruption of or interference with the Company or any other trade or business or providing or safeguarding against the same, or resisting or opposing any strike movement or organisation which may be thought detrimental to the interest of the Company or its employees and to subscribe to any association or fund for any such purposes.
- (ii) To procure the Company to be registered or recognised in any foreign country, colony, dependency or place.
- (jj) To pay all or any expenses of, incidental to or incurred in connection with the formation and incorporation of the Company and the raising of its loan capital, or to contract with any person or company to pay the same, and to pay commissions to brokers and others for underwriting, placing, selling or guaranteeing the subscription of any debentures or securities of the Company.
- (kk) To do all or any of the above things in any part of the world, and as principals, agents, contractors, trustees or otherwise, and either by or through trustees, agents, sub-contractors or otherwise and either alone in partnership or conjunction with any person or company, and to contract for the carrying on of any operation connected with the Company's main object by any person or company.
- (ll) To have the general right to develop a street team corps, guerilla marketing strategies, like handing out pamphlets, vehicle branding, community workshops, acquisition of consumer names & addresses, product distribution etc, to buying billboard land, putting up sign boards, flags etc, to distribute and promote artwork, to do online production and marketing, use of campaigns to fulfill the above, publish, edit, print books, publish, edit, print publications, buy and sell property and companies, manage artists, produce art events, campaigns, music, functions etc, curate buy and critic and sell artwork, design and manage spaces and manage marketing accounts.
- (mm) To do all such other things as may be deemed incidental or conducive to the attainment of the above main object(s).
- (nn) The objects set forth in each sub-clause of this clause shall not be restrictively construed but the widest interpretation shall be given thereto and they shall not, except where the context expressively so requires, be in any way limited or restricted by reference to or inference from other sub-clause, from



any other object or objects set forth in such sub-clause or from the terms of any other sub-clause or any other name of the company. None of such sub-clause on the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the company shall have full power to exercise all or any of the objects conferred by any provided in each of the said sub-clauses if each sub-clause contained the objects of a separate company.

4. **The Liability of the members is Limited.**

5. The share capital of the company is **Tanzania shillings Twenty Million (20,000,000/=)**, divided into One Thousand (1,000) Ordinary shares of Tanzania shillings One Thousand (20,000/=) each and the company shall have power to increase its capital and to divide the shares in its capital for the time being into several classes of stock or shares and to attach thereto respectively such preferential, deferred or in accordance with the Articles of Association of the company.



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

| SN | NAME AND ADDRESS OF SUBSCRIBER                                   | NO. OF SHARES TAKEN | SIGNATURE   |
|----|--|---------------------|---|
| 1  | OSCAR AMOS MALEKELA<br>P.O BOX 10222<br>DAR ES SALAAM            | 350                 |  |
| 2  | UPENDO MWANKENJA<br>P.O BOX 10222<br>DAR ES SALAAM               | 350                 | upendo  |
| 3  | MCJOHN RWANDA<br>KAMUNYU MBIRI<br>P.O BOX 10222<br>DAR ES SALAAM | 300                 |  |

DATED at Dsm this 13<sup>th</sup> day of June 2017

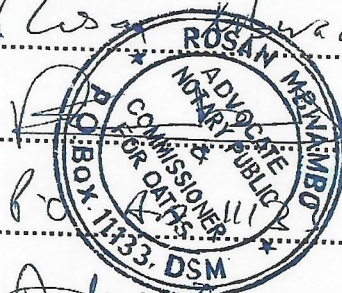
WITNESS TO THE ABOVE SIGNATURES:

NAME: Rosalia Mwambi

SIGNATURE: 

POSTAL ADDRESS: P.O. Box 11133, DSM

QUALIFICATION: Advocate



THE COMPANIES CAP 212  
PRIVATE COMPANY LIMITED BY SHARES  
ARTICLES OF ASSOCIATION  
of  
MAC TZ LIMITED

PRELIMINARY

The Regulations contained in the Companies Cap 212 shall apply to the Company save in so far as they are excluded or verified hereby.

1. In these Articles: - "the Act" means the Companies Act, Cap 212 of the law of Tanzania. "the Directors" means the Directors for the time being of the Company or the Directors present at a meeting of the Board of Directors and includes any person occupying the position of Director by whatever name called; "Secretary" means any person appointed to perform the duties of the Secretary of the Company; "the Seal" means the Common Seal of the Company; "the office" means the registered office for the time being of the Company. Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and any other modes of representing or reproducing words in a visible form. Unless the contrary intention appears, 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.

**PRIVATE COMPANY:**

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 were while in such employment and have continued after the determination of such employment to the 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 this regulation be treated as a single members. Any invitation to the public to subscribe for any shares debenture of the company is prohibited.
  - (c) The company shall not have power to issue share warrants to bearer.



### TRANSFER OF SHARES:

3. The Directors may in their discretion and without assigning any reasons thereof register the transfer of any shares to any person whom it shall in their opinion be undesirable for any reasons whatsoever to admit to membership.
4. Subject to clause 2 and 3 hereof the right to members to transfer their shares shall be restricted as follows:-
  - (a) No share shall be transferred to a person who is not a member so long as any member or any person selected by the Directors as one who it is desirable in the interest of the company to admit to Membership.
  - (b) Every shareholder or trustee in bankruptcy or any person who may desire to sell or transfer any such shares and every personal representative of a deceased shareholder shall give notice in writing to the Directors that he desires to make such sale or transfer. Such notice shall constitute the board of Directors of the company as his agent for the sale or such shares to any members of the company at a price to be agreed upon between the party giving such notice and the Board, or in case of difference to be determined by the Auditor of the company.
  - (c) Upon price of such shares being agreed on or determined as per Clause (b) above, the Board shall forthwith give notice to such of the shareholders other than the shareholders desiring 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 shares.
  - (d) At the expiration of such 21 days notice, the Board shall apportion such shares amongst the shareholders (if more than one) who shall express their desire to purchase the same and as far as may 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 shares stated in his answer to the said notice. Upon such apportionment being made of such one shareholder notifying his intention to purchase, as the case may be, the party desiring to sell or transfer such shares shall be bound upon payment of the said price to transfer the shares to the respective shareholders or to the single shareholder who shall have agreed to purchase the same.



## **MEMBERS**

5. The number of members with which the Company proposed to be registered is 2 but the Directors may from time to time register an increase of members.
6. The subscribers to the Memorandum of Association and such other persons as the Directors shall admit to membership shall be members of the Company.
7. The rights and liabilities attaching to any Members of the Company may be varied from time to time by a Special Resolution of the Company.

## **GENERAL MEETINGS**

8. All general meetings of the Company shall be held in the State or any state that is convenient to reach by members of general meetings
9. (1) Subject to paragraph (2), 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 meetings as such in the notices calling it; and not more than 15 months shall elapse between the date of one Annual General Meeting of the Company and that of the next. (2) So long as the Company holds its first Annual General Meeting within 18 months of its incorporation, it need not hold it in the year of its incorporation or in the following year. Subject to Article 5, the Annual General Meeting shall be held at such time and at such place in the State as the Directors shall appoint.
10. All general meetings other than Annual General Meetings shall be called Extraordinary General Meetings.
11. 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 132 of the Act. If at any time there are not within the State sufficient Directors capable of acting to form a quorum any Director or any two members of 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**

12. Subject to Sections 133 and 141 of the Act an annual General Meeting and a meeting called for by passing of a special resolution shall be called by 21 days notice in writing at the least and a meeting of the Company (other than an Annual General Meeting or a meeting for the passing of a special resolution) shall be called by 14 days notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to be served and of the day for which it is given and shall specify the place, the day and the hour if meeting and in the case of special business and general nature of that business, and shall be given in manner hereinafter mentioned to such persons as are under the Articles of the company entitled to receive notices from the company.
13. The accidental omission to give notice of a meeting to or the non-receipt of notices of a meeting by any person entitled to receive the notice shall not invalidate the proceeding at that meeting.

## **PROCEEDINGS AT GENERAL MEETINGS**

14. 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 the consideration of the accounts, balance sheets and the reports of the Directors and Auditors, the election of Directors in the place of those retiring, the re-appointment if the retiring Auditors and the fixing of the remuneration of the Auditors
15. 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; save as herein otherwise provided, 2 members present in person shall be a quorum.
16. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved: in any other case it 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, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the members present shall be a quorum.
17. The Chairman, if any, of the Board if Directors shall preside as chairman at every general meeting of the Company, or if there is no such chairman, or if he is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be Chairman of the meeting.
18. If at any meeting no Director is willing to act as Chairman or if no Director is present within 15 minutes after the time appointed for holding the



meeting, the members present shall choose one of their number to be Chairman of the meeting.

19. 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 left unfinished at the meeting at which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of the original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjourned meeting or of the business to be transacted at an adjourned meeting.
20. 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 three members present in person or by proxy, or
  - (c) by any member or members present in person and representing not less than one-tenth of the total voting rights of all members having the right to vote at the meeting.
- Unless a poll is 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 that 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 votes recorded in favour of or against such resolution. The demand for a poll may be withdrawn.
21. Except as provided in Article 20 if a poll is duly demanded it shall be taken in such a 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.
22. Where there is an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
23. A poll demanded on the election of a Chairman, or on a question of adjournment shall be taken forthwith. A poll demanded on any other questions shall be taken at such time as the Chairman of the meeting directs, and any business other than that upon which a poll has demanded may be preceded with pending the taking of the poll.
24. Subject to Section 141 of the Act, a resolution in writing signed by all members for the time being entitled to attend and vote on such resolution



at a General Meeting (or being bodies corporate by their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act.

25. Every member shall have one vote.
26. A member of unsound mind, or in respect of whom an order has been made by any Court having jurisdiction in lunacy, may vote, whether on a show of hands or in a poll, by his committee, receiver, guardian, or other person appointed by that Court, and any such committee, receiver, guardian, or other person may vote by proxy on a show of hands or on a poll.
27. No member shall be entitled to vote at any general meeting unless all money's immediately payable by him to the Company have been paid.
28. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the voter objected to is given or tendered, any every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairman of the meeting whose decision shall be final and conclusive.
29. Votes may be given either personally or by proxy.
30. 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 body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a member of the Company.
31. 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 office or at such other place within the State as is specified for that purpose in the notice convening the meeting not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than 48 hours before the time appointed for the taking of the poll and in default the instrument of proxy shall not be treated as valid.
32. An instrument appointing a proxy shall be in the following form or a form as near thereto as circumstances permit: -

#### MAC TZ LIMITED

I, ..... of P.O BOX .....  
being a member of the above named Company, hereby  
appoint.....or failing  
him..... as my proxy to vote for me on my behalf  
at the (annual or extraordinary, as the case may be) general meeting of the  
Company to be held on the.....day of ..... 20..... and any  
adjournment thereof. Signed this .....day  
of.....20..... This form is to be used \*in favour of  
/against the resolution. Unless otherwise instructed, the proxy will vote as he  
thinks fit. \*Strike out whichever is not desired.

33. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
34. A vote in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, insanity or revocation as aforesaid is received by the Company at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

#### BODIES CORPORATE ACTING BY REPRESENTATIVES AT MEETINGS.

35. Any body corporate which is a member of the Company may by resolution of its directors or other governing body authorise such persons 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 body corporate which he represents as that body corporate could exercise if it were an individual member of the Company.

#### DIRECTORS

36. The number of Directors and the names of the first Directors shall be determined in writing by the subscribers in the Memorandum of Association or a majority of them.

#### RESIGNATION, CESSATION AND EXPULSION OF MEMBERSHIP

37. (a) A member of any class may by notice in writing to the Secretary of the Company resign his membership of the Company. (b) Membership of the Company shall automatically cease on any member's death. (c) If any member shall refuse or wilfully neglect to comply with any of these Articles of Association or shall have been guilty of such conduct as in the opinion of the Directors either shall have rendered



him unfit to remain a member of the Company or shall be injurious to the Company or if the Directors shall for any other good reason require that a member shall be expelled such members may by a Resolution of the Directors be expelled from membership provided that he shall have been given notice of the intended resolution for his expulsion and shall have been afforded an opportunity of giving orally or in writing to the Directors any explanation or defence as he may think fit.

Notice under this Article shall be deemed to have been served if it is sent by post in accordance with the provisions set out in Article 70 of these Articles whether or not it is actually received by the member intended to be served with such notice.

### **BORROWING POWERS**

38. 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 of any third party.

### **POWERS AND DUTIES OF DIRECTORS**

39. The business of the Company shall be managed by the Directors, who may pay all expenses incurred in promoting and registering the Company, and exercise all such powers of the Company as are not by the Act or Articles required to be exercised by the Company in general meeting subject nevertheless to the provision of the Act and these Articles and to such directions, being not inconsistent with the aforesaid provisions,

as may be given by the Company in general meeting, but no direction given by the Company in general meeting shall invalidate any prior act of the Directors which would have been valid if that direction has not been given.

40. The Directors may from time to time and at any time by power of attorney appoint any company, firm or person or body of persons, whether nominated directly or indirectly by the Directors to be the attorney or attorneys of the Company for such purposes and with powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors and under these Articles) ; and for such period and subject to such conditions as they may think fit, and any such powers of attorney may contain such provisions for the protection and convenience of persons dealing with any such attorney as the Directors may think fit, and may also authorise any such attorney to delegate all or any of the powers, authorities and discretions vested in him.

41. 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, by such person or persons and in such manner as the Directors shall from time to time by resolution determine.

42. 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 the Directors and of committees of Directors.

### **DISQUALIFICATION OF DIRECTORS**

43. The Office of Director shall be vacated if the Director:-

- (a) holds any office or place of profit under the Company;
- (b) is adjudged bankrupt anywhere in the world;
- (c) becomes prohibited from being a Director by reason of any order made under Section 184 of the Act; or
- (d) becomes of unsound mind; or
- (e) resigns his office by notice in writing to the Company; or
- (f) is convicted of an indictable offence unless the Directors otherwise determine; or
- (g) is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in manner required by section 194 of the Act.

### **VOTING ON CONTRACTS**

44. A Director may not vote in respect of any contract in which he is interested or any matter arising there out.

### **ROTATION OF DIRECTORS**

45. At the first Annual General Meeting of the Company, all the Directors shall retire from office and at the Annual General Meeting in every subsequent year one-third of the Directors for the time being, or if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

46. The Directors to retire in every year shall be those who have been longest in office since the last election, but as between persons who became Directors on the same day, those to retire shall (unless they otherwise agree amongst themselves) be determined by lot.



47. A retiring Director shall be eligible for re-election.
48. The Company, at the meeting at which a Director retires in manner aforesaid, may fill the vacated office by electing a person thereto, and in default the retiring Director shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office or unless a resolution for the re-election of such Director has been put to the meeting and lost.
49. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for re-election to the office of Director at any general meeting unless, not less than three nor more than 21 days before the date appointed for the meeting, there has been left at the office in writing, signed by a Member duly qualified to attend and vote at the meeting for which notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
50. The Company may from time to time by ordinary resolution increase or reduce the number of Directors, and may also determine in what rotation the increased or reduced number is to go out of office.
51. The Directors shall have power at any time, and from time to time, to appoint any person to be a Director either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors shall not at any time exceed the number fixed in accordance with these Articles. Any Director so appointed shall hold office only until the next Annual General Meeting, and shall then be eligible for re-election, but shall not be taken into account in determining the Directors who are to retire by rotation at such meeting.
52. The Company may by ordinary resolution of which extended notice given in accordance with Section 142 of the Act remove any Director before the expiration of his period of office, notwithstanding anything in these Articles or in any agreement between the Company and such Director. Such removal shall be without prejudice to any claim such Director may have for damages for breach of any contract of service between him and the Company.
53. The Company may by ordinary resolution appoint another person in place of a Director removed from office under Article 50. Without prejudice to the powers of the Directors under Article 49 the Company in general meeting may appoint any person to be a Director, either to fill a casual vacancy or as additional Director. A person appointed in place of a director so removed or to fill such a vacancy shall be subject to retirement at the same time as if he had become Director on the day on which the Director in whose place he is appointed was last elected a Director.



## PROCEEDINGS OF DIRECTORS

54. The Directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit. Questions arising at any meeting shall be decided by a majority of votes. Where there is any equality of votes, the Chairman shall have a second or casting vote. A Director may, and the Secretary on the requisition of a Director shall, at any time summon a meeting of Directors. If the Directors so resolve it shall not be necessary to give notice of a meeting of Directors to any Director who being resident in the State is for the time being absent from the State.
55. 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.
56. The continuing Directors may act notwithstanding any vacancy in their number 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.
57. The Directors may elect a Chairman of their meetings and determine the period for which he is to hold office, but, if no such Chairman is elected 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.
58. The Directors may delegate any of their powers to committees consisting of such member or members of the Board as they think fit; any committee so formed shall, in exercise of the powers so delegated, conform to any regulations that may be imposed on it by the Directors.
59. A committee may elect a Chairman of its meetings; if no such Chairman is elected, or if at any meeting the Chairman is not present within 5 minutes after the time appointed for holding the same, the members present may choose one of their numbers to be Chairman of the meeting.
60. A committee may meet and adjourn as it thinks proper. Questions arising at any meetings shall be determined by a majority of votes of the members present, and when there is an equality of votes, the Chairman shall have a second or casting vote.
61. All acts done by any meeting of the Directors or of a committee of Directors or by any person acting as a Director shall, notwithstanding that it is afterwards discovered that there was some defect in the appointment of any such Director or person acting as aforesaid, or that they or any of



them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a Director.

62. A resolution in writing, signed by all the Directors for the time being entitled to receive notice of a meeting of the Directors, shall be as valid as if it had been passed at a meeting of the Directors duly convened and held.

#### **SECRETARY**

63. The Secretary shall be appointed by the Directors for such term and upon such conditions as they think fit; and any Secretary so appointed may be removed by them.
64. A provision of the Act or these Articles requiring or authorising a thing to be done by or to a Director and the Secretary shall not be satisfied by its being done by or to the same person acting both as Director and as, or in place of, the Secretary.

#### **THE SEAL**

65. The seal shall be used only by the authority of the Directors or of a committee of Directors authorised by the Directors in that behalf, and every instrument to which the seal shall be affixed shall be signed by a Director and shall be countersigned by the Secretary or by a second Director or by some other person appointed by the Director for that purpose.

#### **ACCOUNTS**

66. The Directors shall cause proper books of accounts to be kept relating 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 purchases 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 shall be kept at the office or, subject to section 147 of the Act, at such other place as the Directors think fit, and shall at all reasonable times be open to the inspection of the Directors.
68. The Directors shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounts and books of the Company or any of them shall be open to the inspection of members not being Directors, and no member (not being a Director) shall have any right of inspecting any account or book or

document except as conferred by statute or authorised by the Directors or by the Company in general meeting.

69. The Directors shall from time to time in accordance with Sections 148, 150, 157 and 158 of the Act cause to be prepared and to be laid before the Annual General Meeting of the Company such profit and loss accounts, balance sheets, group accounts and reports as are required by those Sections to be prepared and laid before the Annual General Meeting of the Company.

70. A copy of every balance sheet (including every document required by law to be annexed thereto) which is to be laid before the Annual General Meeting of the Company together with a copy of the Directors' report shall not less than 21 days before the date of the Annual General Meeting, be sent to every person entitled under the provisions of the Act to receive them.

#### **AUDIT**

71. Auditors shall be appointed and their duties regulated in accordance with Section 160 to 163 of the Act.

#### **NOTICES**

72. A notice may be given by the Company to any member either personally or by sending it by post to him to his registered 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 in the case of the notice of a meeting at the expiration of 24 hours after the letter containing the same is posted, and in any other case at which the letter would be delivered in the ordinary course of post.

73. Notice of every general meeting shall be given in any manner hereinbefore authorised to: -

- (a) every member,
- (b) every person being a personal representative or the Official Assignee in bankruptcy of a member where the member but for his death or bankruptcy would be entitled to receive notice of the meeting; and
- (c) The Auditor for the time being of the Company. No other person shall be entitled to receive notices of general meetings.

#### **WINDING UP**



74. With the sanction of a special Resolution of the Shareholder any part of the assets of the company including any shares in other companies may be divided between the Members of the company special or may be vested in Trustees for the benefit of such members and liquidation of the company may be closed and the company dissolved but so that no



member shall be compelled to accept any shares whereupon there is any liability.

#### **ADDITIONS, ALTERATIONS OR AMENDMENTS**

75. No addition, alteration or amendment shall be made to or in the provisions of this Memorandum of Association for the time being in force unless the same shall have been previously approved in writing by the Revenue Commissioners.

| SN | NAME AND ADDRESS OF SUBSCRIBER                                   | NO. OF SHARES TAKEN | SIGNATURE   |
|----|--|---------------------|---|
| 1  | OSCAR AMOS MALEKELA<br>P.O BOX 10222<br>DAR ES SALAAM            | 350                 |  |
| 2  | UPENDO MWANKENJA<br>P.O BOX 10222<br>DAR ES SALAAM               | 350                 | UPENDO  |
| 3  | MCJOHN RWANDA KAMUNYU<br>MBIRI<br>P.O BOX 10222<br>DAR ES SALAAM | 300                 |  |

DATED at Dsm this 13<sup>th</sup> day  
of June 2017

**WITNESS TO THE ABOVE SIGNATURES:**

NAME:

Rosario Mburundo

SIGNATURE:



POSTAL ADDRESS:

P.O BOX 1133, DSM

QUALIFICATION:

Advocate





## **MKATABA WA MAUZO**

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**DUKA/FAMASI, ILIYOPO ENEO LA KIGOGO ROUND ABOUT, KATIKA JENGO LA -**  
**PLOT No. \_\_\_\_\_ - DAR ES SALAAM**

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**KATI YA**

**HAZINA PHARMACY.....MUUZAJI**

**NA**

**MAC TZ LIMITED.....MNUNUZI**

**UMEANDALIWA & KUSAINIWA NA: -**  
**SUSAN DOREEN KILONTSI, Advocate**  
**P.O BOX 11918**  
**DAR ES SALAAM**  
**Email: susandkilontsi@gmail.com**

**Mobile: +255620100345**

**September, 2024**



## MKATABA WA MAUZO

MAKUBALIANO yamefanyika tarehe 06 Mwezi SEPTEMBER 2024

### KATI YA

Shaviana Chrisantu Litanda Kwa niaba ya **HAZINA PHARMACY** ya S.L.P..... Dar es Salaam. Ni jina la Bishara lilosajiliwa chini ya Sheria ya "**The Business Names (Registration) Act (Cap 213)**" iliyopo na ofisi zake kwenye barabara ya Kigogo Eneo la Kigogo Roundabout - Dar Es Salaam (Ambapo katika Mkataba huu itajulikana kama "**MUUZAJI**") Mkataba huu kisheria utamfunga mtu yoyote, anayedai kuwa na hisa katika duka/famasi hiyo kwa upande mmoja: -

### NA

**MAC TZ LIMITED** ya S.L.P ...39975..... Dar Es Salaam. Ni Kampuni Binafsi ilisajiliwa nchini kwa Namba 136340 kupitia Sheria za Makampuni "**The Companies Act (Cap. 212 R.E 2020)**" [Ambapo katika Mkataba huu itajulikana kama "**MUNUNUZI**"] Mkataba huu kisheria utafunga kampuni, warithi na yeyote anayedai kuwa na hisa katika kampuni hiyo kwa upande mwingine: -

**HIVYO KWAKUWA**, Muuzaji amejitambulisha na kutuhakikishia kuwa ni Mmiliki halali wa **DUKA/FAMASI** linalojulikana kama **HAZINA PHARMACY** iliyopo barabara ya Kigogo, eneo la Mbanyuni, Wilaya ya Kinondoni katika jengo linajulikana kama PLOT Block House No. ", jijini Dar Es Salaam. (Katika Mkataba huu litajulikana kama **DUKA/FAMASI**)

**HIVYO** Muuzaji kwa hiari yake yupo tayari bila kushurutishwa na mtu yoyote kuuza **DUKA/FAMASI** hiyo **NA VIVYO HIVYO MNUNUZI** anayo nia ya kununua **DUKA/FAMASI** hiyo kwa makubaliano yatakayofikiwa kati ya **MNUNUZI** na **MUUZAJI** kama inavyoonekana hapa chini: -

**HIVYO MKATABA HUU** unashuhudia: -

1. **KWAMBA** pande zote mbili zimekubaliana **DUKA/FAMASI** ilitajwa katika Mkataba huu itanunuliwa na **MNUNUZI** kwa jumla ya **Tshilingi Milioni Ishrini na nane tu (28,000,000.00/=)**. Ambapo jumla ya pesa hizo zitajulikana kama "**Bei ya Mauzo**"
1. **KWAMBA** Mnunuzi atamlipa Muuzaji kiasi cha fedha cha jumla ya **Tshilingi Milioni Ishrini na nane tu (28,000,000.00/=)** ilikukamilisha bei ya Mauzo siku ya kusaini Mkataba huu na pande zote mbili.



2. **KWAMBA** pande zote kwa Pamoja wamekubalina kuwa **DUKA/FAMASI** inayouzwa na kutajwa katika mkataba huu inahusisha **MADAWA, , JOKOFU, SAMANI, MAKABATI YA KUHIFADHI MADAWA, VITI, MEZA, KIOYOZI, COMPUTER, CCTV CAMERA, TV SCREEN, FRIDGE, GENERATOR/SOLAR EMERGENCY POWER, NGAZI** na vitu vyote vilivyomo na vinavyotumika kufanya biashara ya kuuza madawa katika **DUKA/ FAMASI** hiyo.
3. **KWAMBA** mara baada ya kutiwa sahihi Mkataba huu, **MUUZAJI** atathibitisha kupokea fedha za Mauziano yote yaani **Tshilingi Milioni Ishrini na nane tu (28,000,000.00/=)** na hakuna deni lolote analodaiwa **MNUNUZI**.
4. **KWAMBA** Muuzaji anauza **DUKA / FAMASI** ikiwa haina vipingamizi vyovyote vya kisheria au madai, na kwamba hakuna madai, mkopo au kuwekwa reheni katika taasisi yoyote ya kifedha; **MADAI** yote yanayohusika na **DUKA / FAMASI** hiyo kabla ya kuuzwa kwake yatakuwa juu ya **MUUZAJI**
5. **KWAMBA** Muuzaji wa **DUKA / FAMASI** tajwa katika mkataba huu ni mali ya ya **Shaviana Chrisantu Litanda**.
6. **KWAMBA** ni jukumu la **MUUZAJI** kuhakikisha kuwa **DUKA / FAMASI** inayouzwa ipo na vibali/leseni hai vya kufanyia kazi ikiwemo pamoja na leseni kutoka Baraza la famasia Tanzania.
7. **KWAMBA** ni jukumu la **MUUZAJI** kukabidhi Vibali/leseni hai vya kufanyia kazi ili biashara ya **DUKA / FAMASI** iwe endelevu wakati swala la kubadilisha umiliki wa **DUKA/ FAMASI** kutoka kwa **MUUZAJI** na kwenda kwa **MNUNUZI** katika mamlaka mbalimbali za Serikali.
8. **KWAMBA** pande zote mbili wamekubaliana kuwa watasaidiana kwenye swala la kubadilisha umiliki wa **DUKA/ FAMASI** kutoka kwa **MUUZAJI** na kwenda kwa **MNUNUZI** katika mamlaka mbalimbali za Serikali ikiwa ni pamoja na Baraza la Wafamasia.
9. **KWAMBA** pande zote wamekubaliana kuwa **MUUZAJI** amelipa kodi ya miezi 4 ambapo ni **Tshilingi 2,100,000** (700,000 -150,000 /=) hadi kufia mwezi wa November 2024 na pale kodi iyo itakapokwisha litakuwa ni jukumu la **MNUNUZI** kuendelea kulipa kodi ya pango kwenye **DUKA / FAMASI**.
10. **MKATABA** huu utaongozwa na kufuata sheria za Tanzania zinahusizo mikataba, na kukitokea uvunjifu wowote wahusika wanaweza kwenda mahakamani baada ya majadiliano au usuluhishi kati yao kushindikana.



**KWA USHAHIDI** pande zote mbili zimejifunga kisheria kwa namna na jinsi ilivyobainishwa hapa chini: -

**ILİYOTIWA MUHURI wa HAZINA PHARMACY**

Na **KUTOLEWA MBELE YANGU**

Leo tarehe.....06.....Mwezi .....09.....2024

**MUHURI**

**ILİYOSAINIWA** hapa **DAR ES SALAAM** na **SHAVIANA CHRISANTU LITANDA** kwa niaba ya **HAZINA PHARMACY**

Ambaye ninamfahamu/ ametambulishwa kwangu  
Leo tarehe.....06.....Mwezi.....09.....2024

**MUUZAJI**

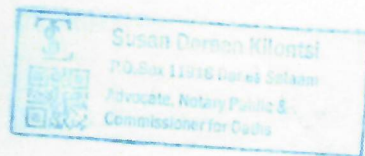
**MBELE YANGU**

**SAHIHI:** *Susan Doreen Kilontsi*

**JINA: SUSAN DOREEN KILONTSI**

**POSTAL ADDRESS: 11918, DAR ES SALAAM**

**QUALIFICATION: WAKILI | KAMISHNA WA VIAPO**



**ILİYOTIWA MUHURI wa MAC TZ LIMITED**

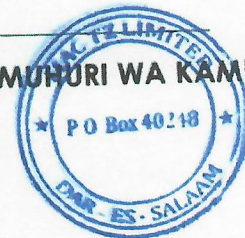
Na **KUTOLEWA MBELE YANGU**

Leo tarehe....06.....Mwezi .....09.....2024

**ILİYOSAINIWA** hapa **DAR ES SALAAM** na **MACJOHN RWANDA MBIRI** kwa niaba ya **MAC TZ LIMITED**

Ambaye ninamfahamu/ ametambulishwa kwangu  
Leo tarehe.....06.....Mwezi.....09.....2024

**MUHURI WA KAMPUNI**



**MNUNUZI**

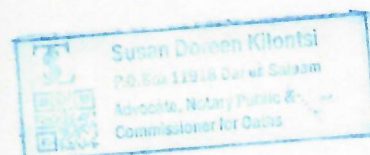
**MBELE YANGU**

**SAHIHI:** *Susan Doreen Kilontsi*

**JINA: SUSAN DOREEN KILONTSI**

**POSTAL ADDRESS: 11918, DAR ES SALAAM**

**QUALIFICATION: WAKILI | KAMISHNA WA VIAPO**





# PHARMACY COUNCIL



## PREMISES REGISTRATION CERTIFICATE

Made under Section 34 (1) of the Pharmacy Act Cap.311

FIN: 0101240

This is to certify that the premises owned by M/S Hazina Pharmacy - Kigogo Mbuyuni of P.O. Box 67164, Dar es Salaam located at Plot No. 183, Kigogo Mbuyuni, Kinondoni Municipality/District in Dar es Salaam Region has been registered for Retail Only to sell pharmaceutical and related products with Facility Identification Number (FIN) 0101240

Issued in: July 2020

Expires on: 30 June 2026

20-08-2020

DATE:

SIGNATURE OF REGISTRAR  
AND STAMP

### CONDITIONS

1. The premises and the manner in which the business is conducted must conform to the category of pharmacist business registered
2. This certificate does not authorize the holder to sell or supply medicines, medical devices and diagnostics illegally to unlicensed premises
3. Any changes such as ownership, superintendent pharmacist, business name, physical address and location of the registered premises shall be approved by the Pharmacy Council
4. This certificate is non transferable to other premises or to any other person
5. Both certificate and business permit shall be displayed conspicuously in the registered premises

