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: SABORA PHARMACY FIN 0101756

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

PHYSICAL ADDRESS:

Plot No. 1459 Street: BUSWELU A Ward BUSWELU

District/Municipal ILEMELA Region: MWANZA

POSTAL ADDRESS: P.O BOX 735 ILEMELA Contact. No. 0753778317

E-mail: .....

OWNERSHIP:

Directors (Names): 1 ELISON EMMANUEL SABUNI Qualification: BUSINESSMAN

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

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

SUPERINTENDANT INFORMATION:

Full Name: ESTER I MSIGWA PIN: 0103579

Residential Address: IGOMA Tel 0745851917 Email: estheriwomsigwa23@gmail.com

Contract commencement date: ..... Cessation date 22/06/2025

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: YSM PHARMACY

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

PHYSICAL ADDRESS:

Plot No. 1459 Street BUSWELU A Ward BUSWELU

District/Municipal ILEMELA Region MWANZA

POSTAL ADDRESS P.O Box 1421 MWANZA CONTACT. No. 0752671832

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. YOHANA SHIJA MASALU. Qualification: CLERGY, BUSINESSMAN, & ECONOMIST
2. ..... Qualification: .....
3. ..... Qualification: .....

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: ESTHER I. MSIGWA PIN: 0103579

Residential Address: IGOMA Tel: 0745851917 Email: esther.iwomsigwa3@gmail.com

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

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. CHANGE OF BUSINESS OWNERSHIP DUE TO SALE AGREEMENT BETWEEN PREVIOUS OWNER AND YOHANA SHIJA MASALU
2. TO UPDATE THE PHARMACY COUNCIL RECORDS AND COMPLY WITH THE PHARMACY ACT 2011

SECTION D: APPLICANT INFORMATION

Name of Applicant: YOHANA SHIJA MASALU

(Contact/email if different from the above)

Address: BOX 421, MWANZA Tel: 0752671832 E-mail: YSMasalu@gmail.com

Signature of Applicant..... Date 06/06/2025

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 06/06/2025

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)

Licensing Authority: TIN	125-841-269
PHARMACY COUNCIL	
MWENGE	
31818	
DAR ES SALAAM	

Tax Certificate Number: **201-0342-4587**

Issuing Office: Mwanza
Telephone: 028 2500908
Date of issue: 17 June 2025
Expiry Date: 31 December 2025

Taxpayer Name	ELISON EMMANUEL SABUNI		
Trading Name			
Taxpayer Identification Number	169-124-310	Vat Registration Number	
Company Registration Number			

Business Premises located at
REGION : MWANZA
DISTRICT : ILEMELA
STREET : IBUNGILO

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	Other arts and entertainment activities
2	Medical tests specialized centers

Alfred T. Mregi
COMMISSIONER FOR DOMESTIC REVENUE
17 June 2025

Disclaimer :

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

CTIN: 2666615

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

Reverend YOHANA SHIJA MASALU

T/A YSM INVESTMENTS AND SUPPLIES

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

115-268-120

WITH EFFECT FROM: **03 November 2011**

TRA LOCATION: **MWANZA** TAX OFFICE: **NYAMAGANA**

PHYSICAL LOCATION:

STREET / AREA: KAWEKAMO ILEMELA

ELIJAH G. MWANDUMBYA

COMMISSIONER FOR DOMESTIC REVENUE

OFFICIAL SEAL

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

MKATABA WA MAUZIANO YA BIASHARA YA DUKA LA DAWA (PHARMACY).

MKATABA HUU WA MAUZIANO BIASHARA DUKA LA DAWA (PHARMACY) umefanyika leo tarehe ...31..... Mwezi.....Mei.....2025.

KATI YA

BWANA ELISON EMMANUEL SABUNI T/A SABORA PHARMACY mwenye simu Na 0753 778317/0781 032930, Manispaa ya Ilemela, Mwanza – Tanzania (hapo baadaye kurejewa kama "**Muuzaji**") kwa upande mmoja.

NA

BWANA YOHANA SHIJA MASAU mwenye Simu Na. 0752 671832, Mwanza – Tanzania (hapo baadaye kurejewa kama "**Mnunuzi**") kwa upande mwingine.

KWA KUWA Muuzaji ni mmiliki halali na anafanya biashara ya Duka la dawa **(Pharmacy)** lililoko Kiwanja Na. **"1459"** Kitalu **"J"**, Mtaa wa Buswelu **"A"** kata ya Buswelu, Manispaa ya Ilemela, Mkoani Mwanza.

NA KWA KUWA Muuzaji yuko tayari na anataka kumuuzia Mnunuzi biashara ya Duka la Dawa **(Pharmacy)** pamoja na mali nyingine zilizoko katika duka anakofanyia biashara tajwa **(hapo baadaye kulejewa kama (Pharmacy)** na Mnunuzi yuko tayari kununua biashara tajwa pasipokuwa na vikorokoro vyovyote.

BASI MKATABA HUU UNASHUHUDIA YAFUATAYO:-

1. **KWAMBA** kwa kuzingatia malipo ya pesa za Kitanzania Milioni Kumi na Tisa na laki sita [**19, 600,000/=Tshs**] kiasi ambacho kinalipwa na Mnunuzi kwa Muuzaji kwa mara moja siku na saa ya kutia sahihi mkataba huu, naye Muuzaji anakiri kupokea kiasi tajwa cha pesa toka kwa Mnunuzi, kiasi ambacho kimelipwa na Mnunuzi kwa Muuzaji kupitia akaunti ya mke wa Muuzaji aitwaye **Deborah Salum Gwasa** iliyoko benki ya CRDB akaunti No. **0152893837000**, basi Muuzaji anamuzia Mnunuzi **Pharmacy** tajwa pasipokuwa na vikorokoro vyovyote.

2. **KWAMBA** mara tu baada ya kuweka sahihi kwenye mkataba huu Muuzaji atamkabidhi Mnunuzi **pharmacy** tajwa na nyaraka zote zenye kudhihirisha umiliki halali na uendeshaji biashara ya **Pharmacy** husika ikiwa ni pamoja na, lesseni ya biashara toka Manispaa ilipo **Pharmacy** hiyo, nyaraka za usajili wake kutoka BRELA, vyeti vya Usajili wake kutoka Bodi ya Usajili wa **Pharmacy** na nyaraka nyingine zozote kuhusu ulipaji wa kodi (Tax Compliance) kutoka Mamlaka husika zikionyesha kuwa Muuzaji alilikuwa akifanya biashara ya **Pharmacy kihalali.**

3. **KWAMBA**, kwa kuwa **pharmacy** anayouziwa Manunuzi. Muuzaji alikuwa anapaga katika eneo ambalo linamilikiwa na Pilli Ezekiel. utakuwa ni wajibu wa Mnunuzi kulipa kodi ya pango kwa ajili hiyo ambayo ni kiasi cha pesa za Kitanzania Millioni Tatu Iu **[3, 000, 000/Tshs]** kwa mwaka kiasi ambacho kinatakiwa kulipwa kwa mkupuo kwa mwenye eneo kabla au ifikapo **tarehe 01.06.2025.**

4. **KWAMBA**, katika kuendesha shughuli za **pharmacy**, Muuzaji alikuwa na wafanyakazi aliyokuwa amewaajili, ni makubaliano ya pande mbili katika mkataba huu kuwa, Mnunuzi hataendelea na wafanyazi hao badala yake ataajili wafanyakazi wengine. Hivyo, kama kuna madai yoyote ya wafanyakazi ambayo hayajalipwa na Muuzaji kwa wafanyazi hao au staiki nyingine kwa mjibu wa sheria za kazi, utakuwa ni wajibu wa Muuzaji kuwalipa wafanyakazi hao staiki zao. Mnunuzi hatausika kwa namna yoyote ile.

5. **KWAMBA**, endapo kutatokea tafizo jingine lolote linaloweza kukwamisha utekelezaji wa mkataba huu, basi pande mbili zitarejea katika nafasi zao za awali ambapo Muuzaji atalazimika kumrudishia Mnunuzi kiasi cha pesa alichokipokea kwa ajili ya ununuzi wa **Pharmacy** tajwa kwa nyangeza ya 30% kwa kila mwaka na gharama nyingine zozote zenye kuwa na unyambulisho katika matumizi yake.

6. **KWAMBA**, endapo kutatokea kutokuelewana kati ya pande mbili za mkataba huu, basi sheria za Jamhuri ya Muungano wa Tanzania kuhusu haki na wajibu wa pande mbili za mkataba zitumike kutatua tafizo hilo.

USHAHIDI Mkataba huu umefanyika siku, Mwezi na Mwaka kama ifuatavyo:-

UMESAINIWA NA KUTOLEWA na)
ELISON EMMANUEL SABUNI ambaye)
anaweza kusoma na kuandika)
kwa ufasaha lugha iliyotumika)
katika uandaaji wa mkataba huu)
na ambaye ametambulishwa)
kwangu na....Grace...Mkajuna)
ambaye binafsi namfahamu [eo)
tarehe ..21. Mwezi....mei.....2025)

JINA....Deodes...M.S...Rutshindura

SAHIHI.....

ANUANI.....1302.....

WADHIFA.....Wakili.....

X.....
MUUZAJI

UMESAINIWA NA KUTOLEWA na)
YOHANA SHIJA MASAU ambaye)
anaweza kusoma na kuandika)
kwa ufasaha lugha iliyotumika)
katika uandaaji wa mkataba huu)
na ambaye ametambulishwa)
kwangu na.....✓.....)
ambaye binafsi namfahamu leo)
tarehe 31. Mwezi...Mei.....2025)

JINA....Deodes M.S. Rutahindura

SAHIHI.....

ANUANI.....Box...Mwanza

WADHIFA.....MAKILI

.....
MUNUNUZI

RIDHAA YA MWANANDOA.

Mimi, **DEBORAH SALUM GWASA**, nikiwa mke wa Muuzaji katika Mkataba huu aitwaye **ELISON EMMANUEL SABUNI** wa Manispaa ya Ilemela Mwanza – Tanzania ambaye amemuuzia **pharmacy** husika ndugu **YOHANA SHIJA MASAU**, ninatamka kwamba nimesoma kwa umakini mkataba wa mauziano ya **pharmacy** na kuuelewa vizuri, hivyo basi natoa ridhaa yangu ya kuuzwa kwa **pharmacy** kama inavyoelekezwa katika mkataba wa mauziaono.

UMESAINIWA NA KUTOLEWA)
DEBORAH SALUM GWASA)
ambaye ametambulishwa kwangu)
na.....Grace Mukajuna.....)
ambaye binafsi ninamfahamu)
leo hii tarehe.....31..... mwezi)
.....Mei.....2025)

X.....
SAHIHI YA MWANANDOA

MBELE YANGU

JINA...Deodes M.S. Rutahindura

SAHIHI.....

ANUANI.....Box...Mwanza

CHEO.....MAKILI

MKATABA HUU UMESHUHUDIWA PIA NA:

1. JINA : **GRACE LEOPORD MKAJUNA.**
   SAHIHI : .....
   MAWASILIANO : **0753 157701.**
   MWANZA-TANZANIA.

2. JINA : **SAMIA BYAMUNGU NURU.**

SAHIHI : .....

MAWASILIANO : **062 534611.**

MWANZA-TANZANIA

Mkataba huu umetayarishwa na:

Deocles M.S. Rutahindurwa **(Wakili)**
Kampuni ya Mawakili ya Rwelu,
Chumba Na. 80,
Ghorofa ya Tatu, Mkono wa Kulia,
Jengo la CCM Mkoa wa Mwanza,
Barabara ya Makongoro.
Simu Na : 028 2502035.
Nukhushi : 028 2502035
Simu ya Mkononi : 0756 146764/0713 475276.
Barua pepe : rweluattorneys@yahoo.com,
: **dmsrutahindurwa@gmail.com**

MWANZA-TANZANIA.

Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No	: **925197348949250**
Received from	: SABORA PHARMACY - 0101756
Amount	: 200,000.00
Amount in Words	: Two Hundred Thousand TZS And Zero Cent(s) Only
Outstanding Balance	: 0.00

In respect of	Item Description(s)	Item Amount
: *142202540104 - Application for change of name/ ownership - CHANGE OF NAME & OWNERSHIP*		**200,000.00**
	Total Billed Amount :	**200,000.00 (TZS)**

Bill Reference	: 16218197255021181296
Payment Control Number	: ***991620319988***
Payment Date	: **2025-07-16 22:43:17**
Issued by	: Beatuss Mpogoza
Date Issued	: 2025-07-17 08:56:55
Signature	: .....

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

YOHANA SHIJA MASALU

(PROPRIETOR)

AND

ESTHER IVO MSIGWA

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

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

BETWEEN

YOHANA SHIJA MASALU (Name) of P.O. BOX 1421 Region MWANZA (hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part,

AND

ESTHER I MSIGWA 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 YSM 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 JUNE 20 25 to 30 day of JUNE 20 26

3. **Commencement of Supervision**
The superintendent shall commence management and supervision of the above-named Pharmacy on the 01 day of JUNE 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 ..... 800,000 ..... 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 treaty 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 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 the Agreement shall preclude the making of an application to the Court for conservatory 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 hereto after appearing

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

SIGNED and DELIVERED at Mwanza by the said YOHANA SHIJA MASALU who is known to me personally/identified to me by ..... the latter being personally known to me this 01 day of June 2025

PROPRI

In the presence of
Name Deodes Mr. Rutakindwa
Designation Advocate
Signature
Address P.O. Box 1312, MZ
Date 01 June, 2025

Signed and delivered by the parties at this 01 day of June 2025

SIGNED and DELIVERED at Mwanza by the said ESTHER JOHN MKANGA who is known to me personally/identified to me by YOHANA SHIJA MASALU the latter being personally known to me this 01 day of June 2025

SUPERITENDENT

In the presence of
Name Deodes Mr. Rutakindwa
Designation Advocate
Signature
Address P.O. Box 1312, Mwanza
Date 01 June, 2025

PCF. 54

THE UNITED REPUBLIC OF TANZANIA

THE PHARMACY COUNCIL 00002235

CERTIFICATE OF FULL REGISTRATION

(Section 20 of the Pharmacy Act, Cap. 311)

Full Name Esther H Isigwa

Registrar Pharmacy Council P.O. Box 1277 Dodoma

I hereby certify that the following is a true extract from the entry in the Register relating to fully registered pharmacist details in respect of whom are set out below.

Registration		Date of Birth	Nationality	Address	Qualification	Place and Date of Qualification
PIN	Date					
0103579	2nd February, 2024	2nd June, 1998	Tanzanian	P.O. Box 3855 Mbeya	Bachelor of Pharmacy	St. Johns University of Tanzania 2022

Certified True Copy of the Original
Glory Joseph Taire
Advocate, Notary Public & Commissioner for Oaths
Sign:
Date: 8/7/2024

Date 14th February 2024

REGISTRAR

NOTES: (1) This certificate affords immediate evidence of registration. In due course the name of the Pharmacist will be published in the list of registered Pharmacist published annually by the Council and reference should thereafter be made to the current Published list for evidence as to continue registration.

(2) This Certificate is not an evidence of the identity of its holder of the named above and must not be used as such.

CP-1000

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

ESTHER I MSIGWA

PIN NO: 0103579

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:**02 February 2024**

Expires on:**31 December 2025**

Registrar
Pharmacy Council

PHARMACY COUNCIL

PREMISES REGISTRATION CERTIFICATE

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

FIN: 0101756

This is to certify that the premises owned by M/S *Sabora Pharmacy* of *P.O.Box 735, Ilemela* located at *Plot 1459, Block J, Buswelu A ,Buswelu, Ilemela MC* Municipality/District in *Mwanza* Region has been registered for *Retail Only* to sell pharmaceutical and related products with Facility Identification Number (FIN) *0101756*

Issued in: *September 2021*

Expires on: *30 June 2030*

Registrar
Pharmacy Council
P. O. Box 1277
Dodoma

28-04-2025

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*