



Jamhuri ya Muungano wa Tanzania

United Republic of Tanzania

Pharmacy Council

Exchequer Receipt

Stakabadhi ya Malipo ya Serikali

Receipt No : 923340218819249

Received from : MESI 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 change of name/ ownership - 1		200,000.00
Total Billed Amount :		200,000.00 (TZS)

Bill Reference : 16209340233812009316

Payment Control Number : 991620226254

Payment Date : 2023-12-06 09:46:56

Issued by : Zena Mango

Date Issued : 2023-12-06 09:52:35

Signature

Government Payment Gateway © 2017 All Rights Reserved (GePG)

PHARMACY COUNCIL

991620226254

Alipil 200,000/-

PCF.14

PHARMACY COUNCIL



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

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

APPLICATION FOR CHANGE OF:

- | | |
|-----------------------|-------------------------------------|
| 1. PREMISES LOCATION | <input type="checkbox"/> |
| 2. BUSINESS NAME | <input checked="" type="checkbox"/> |
| 3. BUSINESS OWNERSHIP | <input checked="" type="checkbox"/> |

SECTION A: APPLICANT CURRENT INFORMATION:

NAME OF PREMISES: MESI PHARMACY FIN: 0102072

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐**PHYSICAL ADDRESS:**

Plot No. 25 Block No 1 Street: BONDE Ward: JANGWANI

District/Municipal: ILALA Region: DAR ES SALAAM

POSTAL ADDRESS: P.O Box 12576 Contact. No.

E-mail:

OWNERSHIP:

Directors (Names): 1. Qualification:

2. Qualification:

3. Qualification:

SUPERINTENDANT INFORMATION:

Full Name: SAMSON PHILIP PIN: 0102137

Residential Address: Tel: Email:

Contract commencement date: Cessation date:

SECTION B: PROPOSED CHANGES:

NAME OF THE NEW PREMISES: CINERA PHARMACY & COSMETICS

TYPE OF BUSINESS: Retail Pharmacy ☒ Wholesale Pharmacy ☐ Warehouse ☐**PHYSICAL ADDRESS:**

Plot No. 25 Block No 1 Street: BONDE Ward: JANGWANI

District/Municipal: ILALA Region: DAR ES SALAAM

POSTAL ADDRESS: P.O Box 110062 CONTACT. No. 0754618809

NEW OWNERSHIP: (IF DIFFERENT FROM PREVIOUS ONE)

Directors (Names):

1. FILBERT B. SAMBAGI Qualification: BUSINESS MAN/ENTREPRENEUR
 2. MAURFEN D. MONGALMA Qualification: NURSE
 3. Qualification:

SUPERINTENDANT INFORMATION: (IF DIFFERENT FROM PREVIOUS ONE)

Full Name: RAPHAEL RANGÉ PIN: 0102026
 Residential Address: LUIS Tel: 0714054485 Email: raphaelrangemj@gmail.com
 Contract commencement date: 20 NOV 2023 Cessation date: 20 NOV 2024

SECTION C: REASON(S) FOR PARTICULAR ALTERATION

1. PREVIOUS OWNER CEASED BUSINESS OPERATIONS

 2.

SECTION D: APPLICANT INFORMATION

Name of Applicant: FILBERT BENEDICT SAMBAGI
 (Contact/email if different from the above)
 Address: Box 110062 Tel: 0714618809 E-mail: sambagi.fil@yahoo.com
 Signature of Applicant: [Signature] Date: 20 NOV. 2023

SECTION E: APPLICANT DECLARATION

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

Signature of Applicant: [Signature] Date: 20 NOV. 2023

SECTION F: REQUIRED ATTACHMENT

Please attach the following documents depending on your proposed changes:

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

PHARMACY COUNCIL



PERMIT TO OPERATE THE BUSINESS OF A PHARMACIST

Made under Section 37 of the Pharmacy Act Cap. 311

Permit No. 02072-2022

This Permit is hereby granted to M/S Mesi Pharmacy of P.O. Box 12576 Dar es Salaam to operate a Retail Only Business at the premises situated/lying between Plot No. 25 Block No. 1 Bonde Street, Jangwani Ward - Ilala CC, Dar es Salaam Municipality/District in Dar es Salaam Region with Facility Identification Number (FIN) 0102072 under a superintendent Pharmacist Samson Philipo with Personal Identification Number (PIN) 0102137

Issued in: June 2022

Expires on: 30 June 2023

03-08-2022

DATE:

SIGNATURE OF REGISTRAR

CONDITIONS

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



MKATABA WA KUPANGISHA FREMU YA BIASHARA

1. Mkataba huu umeingiwa leo tarehe

1/3/2023

BAINA YA:

BW. JOHN BOSCO SWAI wa S.L.P 15881; DAR ES SALAAM; SIMU 0754839108; ambaye katika mkataba huu anajulikana kama MPANGISHAJI kwa upande mmoja.

NA

CINERA BUSINESS SOLUTIONS wa S.L.P 110062 - DAR ES SALAAM, simu 0754618809 / 0754025624 ambaye katika mkataba huu anajulikana kama MPANGAJI - kwa upande wa pili.

2. Kwakuwa MPANGISHAJI anapangisha fremu iliyokatika nyumba iliyopo katika mtaa wa Bonde Kariakoo - Dar es Salaam; Tanzania, na MPANGAJI anaridhia kupangishwa fremu hiyo kwa ajili ya biashara. HIVYO BASI; pande zote mbili wanafikia makubaliano ya kupangisha fremu hiyo kwa pamoja kwa masharti yafuatayo:

2.1 Kwamba; MPANGISHAJI anapangisha na MPANGAJI atapanga fremu hiyo kwa muda wa mwaka mmoja kuanzia tarehe 01/03/2023 hadi tarehe 29/02/2024.

2.2 Kwamba; MPANGAJI atapanga fremu hiyo kwa gharama

shilingi Laki moja tu

(Tsh. 100,000/-) kwa mwezi mmoja, sawa na shilingi Milioni

moja na leka mbili

kwa mwaka mmoja (miezi kumi na mbili)

(Tsh. 1200,000/-)

2.3 Kwamba; tarehe ya kutia sahihi mkataba huu, MPANGAJI ameshalipa kodi ya Mwaka mzima.

2.4 Kwamba; MPAGAJI anao wajibu wa kuhakikisha kwa muda wote fremu hiyo inakaa katika hali nzuri kama alivyoikuta na endapo atasababisha uharibifu wowote, basi, atawajibika kwa gharama zake kutengeneza pale alipoharibu.

2.5 Kwamba gharama za maji, umeme na gharama nyingine za ulinzi na maji taka zitamhusu mpangaji na atatii masharti yote kwa mujibu wa sheria za Manispaa/Jiji.

LH (Rent) = 120,000/-
Interest = 7,500/-
S/Duty = 12,000/-
Penalty = 24,000/-

07/03/2023

- 2.6 Kwamba; mkataba huu ni wa mwaka mmoja, hivyo; mwezi mmoja kabla ya kufikia ukomo, MPANGAJI atamtaarifu MPANGISHAJI endapo ana nia ya kuhuisha mkataba huu, na kwa maelewano pande zote mbili wanaweza kuhuisha mkataba huu kwa masharti haya haya au kuweka masharti mapya.
- 2.7 Endapo kutatokea kutokuwa baina ya MPANGISHAJI na MPANGAJI kuhusiana na mkataba huu sheria za Tanzania zitatumika.
- 4.0 Mkataba huu, umeshuhudiwa na pande mbili zinazohusika kwakuweka saini zao na tarehe kama ifuatavyo:

UMETIWA SAINI hapa Dar es Salaam na:

NDUGU JOHN BOSCO SWAI

Ninayemfahamu/amefahamishwa kwangu na

[Signature]

MPANGISHAJI

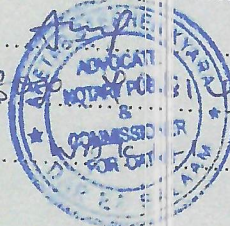
Leo tarehe 21 Mwezi 8 Mwaka 2023.
Mbele ya:

JINA: ALBERT STEPHEN KATARA

SAINI:

ANWANI: P.O. Box 40100 DAEESALAM

WADHIFA:



UMETIWA SAINI hapa Dar es Salaam na:

NDUGU FILBERT BENEDICT SAMBAGI

Ninayemfahamu/amefahamishwa kwangu na:

JOHN BOSCO SWAI

[Signature]

MPANGAJI

Leo tarehe 21 Mwezi 8 Mwaka 2023.
Mbele ya:

JINA: ALBERT STEPHEN KATARA

SAINI:

ANWANI: P.O. Box 40100 DAEESALAM

WADHIFA:



MKATABA HUU UMEANDALIWA NA PANDE ZOTE MBILI ZA MKATABA

STAMP DUTY

Shs: 12,000/- Collected

Receipt No: 23/10/23

INCHARGE
SHAURIMOYO TAX SERVICE CENTRE
KARIAKOO TAX REGION

JA
KITA
TH
HUNI YA MUNGANO WA TANZANIA
MBULISHO CHA TAIFA
UNITED REPUBLIC OF TANZANIA
CITIZEN IDENTITY CARD



5-1
131-00003-21



19
OCT 2024

entire as a True Copy of the Original
ARFAS STEPHEN KYARA
21/08/2023
Commissioner for Oath

AGREEMENT TO OPERATE A BUSINESS OF A PHARMACIST

BETWEEN

CINERA PHARMACY & COSMETICS

(PROPRIETOR)

AND

RAPHAEL RANGE

(SUPERINTENDENT)

AGREEMENT FOR EMPLOYMENT TO OPERATE A BUSINESS OF A PHARMACIST

This Agreement is made on this 20 day of NOV 2023

BETWEEN

FILBERT B. SAMBARI (Name) of P.O. BOX 110062 Region DAR ES SALAM
(hereinafter referred to as the **PROPRIETOR**) the expression which includes his assignees, agents or his legal representative of his business, of one part

AND

RAPHAEL RANGE 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 RETAIL 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 _____ months, commencing from
The 20 day of NOV 20 23 to 20 day of NOV 20 24

3. Commencement of Supervision

The superintendent shall commence management and supervision of the above named Pharmacy on the 20 day of NOV 20 23

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 1,000,000/= 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 treat such late payment as a breach of contract and the matter may be taken to court for appropriate legal measure at the expenses of the Proprietor.

- 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 of the Agreement shall firstly be settled amicably by the parties.
- 7.3 Unless the matter is not settled in an amicable way within thirty (30) days from the date when the dispute arose, the matter may be taken court of competent jurisdiction for further redress.
- 7.4 in this Agreement shall preclude the making of an application to the Court for conservatory or provisional relief

- 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.

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.

- 4.1.2 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.

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

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

Signed and delivered by the parties at this 20th day of NOVEMBER 2023

SIGNED and DELIVERED at MR. B. SAMBAGH by the said FILBERT B. SAMBAGH who is known to me personally/identified to me by

the latter being personally known to me this day 20th of Nov 2023



PROPRIETOR

In the presence of:

Name: ARETA STEPHEN KYAFA

Designation: ADVOCATE

Signature: Any

Address: P.O. BOX 40814 DAR ES SALAAM

Date: 20 - NOVEMBER 2023



SIGNED and DELIVERED at MR. B. SAMBAGH by the said RAPHAEL RANGE who is known to me personally/identified to me by FILBERT B. SAMBAGH

the latter being personally known to me this day 20 of NOV 2023



SUPERINTENDENT

In the presence of:

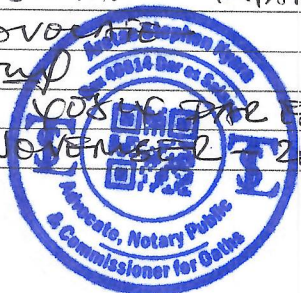
Name: ARETA STEPHEN KYAFA

Designation: ADVOCATE

Signature: Any

Address: P.O. BOX 40814 DAR ES SALAAM

Date: 20th NOVEMBER 2023



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



BARAZA LA FAMASI



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

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

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

1. Jina la mwanataaluma... RAPHAEL RANGE PIN 0102026
2. Namba ya simu... 0714-054425 barua pepe raphaelrange@gmail.com
3. Tarehe ya mwisho kuhuisha jina (Retention).....
4. Je, umehusha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi... RAPHAEL RANGE mwenye
taaluma ya dawa ngazi ya MFAMASIA nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa lilitwalo
CINERA PHARMACY & COSMETICS FIN lililopo katika
Wilaya ya ILALA Mkoani DAR ES SALAAM
Sahihi [Signature] Tarehe 20-11-2023

Uthibitisho wa Mfamasia wa Halmashauri

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

Muhuri KNY:
DMO

Jina na Sahihi Tarehe.....

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

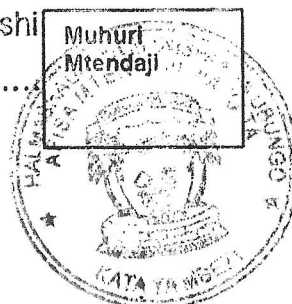
Jina la mtendaji (Kata)... Nura A. Mwanangili Kata ya... Maji

Nadhibitisha kwamba Ndugu... RAPHAEL RANGE anaishi

langu mtaa/kijiji... MIRU S kuanzia mwaka... 2018

Sahihi Afisa mtendaji

Tarehe
24/11/2023



PHARMACY COUNCIL



NOTIFICATION FOR CHANGE OF MANAGEMENT OF A PHARMACY
 (Made under regulation 17(1) Pharmacy (Pharmacy Practice and the Conduct of
 Business of Pharmacy) GN No. 267)

A. TO BE COMPLETED BY THE SUPERINTENDENT AND OWNER

DETAILS OF THE PHARMACY

Name of the pharmacy HOLY TRINITY PHARMACY
 Physical address:
 Street KIJENGE ROAD Ward KIJITONYAMA
 District/Municipal KINONDONI
 Region DAR ES SALAAM

DETAILS OF SUPERINTENDENT

Name RAPHAEL RANGI
 Registration Number 0102026
 Phone 0714054485
 Address

REASON(s) FOR CHANGE

CONTRACT EXPIRED

TIME FRAME: (Notify Registrar the time frame as per Contract)

Nil
 Signature R. Rangi
 Date 20 OCT 2023

OWNER REMARKS

Name ELIZABETH SHAYO
 Phone Number 0717020511
 Signature [Signature]
 Date 20 OCT 2023

FOR OFFICE USE ONLY**INSPECTION/REGISTRATION DEPARTMENT OR ZONAL MANAGER**

Recommendations.....
 Name..... Designation..... Signature.....
 Date.....



MINISTRY OF HEALTH

Pharmacy Council



Made under regulation 21(4) of the Pharmacy (Accredited Drugs Dispensing Outlets) (Standards and Ethics for Dispensation of Medicines) Regulations (GN.No.185/2019)

ADDO DISPENSING CERTIFICATE

This Certificate is awarded to

Jalala Mohamed Yusuph

Who has attended and passed dispensing course
for Accredited Drugs Dispensing Outlets (Duka la Dawa Muhimu)

Held at Kinondoni Municipal council

From 17 March 2012 to 21 April 2012

Registrar - Pharmacy Council

Date 06 October 2022



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



BARAZA LA FAMASI



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

SEHEMU YA KWANZA: - TAARIFA ZA MWANATAALUMA

☐ MFAMASIA ☐ FUNDI DAWA SANIFU ☐ FUNDI DAWA MSAIDIZI ☐ PHARM. DISP
1. Jina la mwanataaluma JALALA MOHAMED YUSUPH PIN 136-383-760
2. Namba ya simu 0715-628-150 barua pepe
3. Tarehe ya mwisho kuhuisha jina (Retention) 21/2023
4. Je, umehusha taarifa zako kwenye mfumo kupitia tovuti ya baraza la famasi?
(<http://196.45.42.57/pcmis.data/view/modules/registration/pharmacist-signup.php>) ☒ NDIYO, Stakabadhi Na. ☐ HAPANA

SEHEMU YA PILI: - KUKIRI KWA MWANATAALUMA:

Mimi JALALA MOHAMED YUSUPH mwenye
taaluma ya dawa ngazi ya ADDO nakiri kwamba nitafanya
kazi yangu ya kitaaluma katika jengo la kutolea huduma ya dawa litwalo
CINERA PHARMACY & COSMETICS FIN lililopo katika
Wilaya ya ILALA Mkoani DAR-ES-SALAAM
Sahihi Jalal Mohamed Tarehe 21/11/2023

Uthibitisho wa Mfamasia wa Halmashauri

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

Jina na Sahihi [Signature] Tarehe 21/11/2023
Muhuri KNY: DMO
HALMASHAURI YA JIJILI LA DSM

SEHEMU YA TATU: - UTHIBITISHO WA MAKAZI:

Ithibitishwe na: Afisa Mtendaji

Jina la mtendaji (Kata) CHRISTINA KIFAPABO Kata ya MAKURUMLA

Nadhibitisha kwamba Ndugu JALALA MOHAMED YUSUPH anaishi

langu mtaa/kijiji KUMARUA, kuanzia mwaka 1994

Sahihi Afisamtendaji

[Signature]

Tarehe

20/11/2023

Muhuri
Mtendaji

HALMASHAURI YA MANISFAA YA UBUNGU
AFISA MTENDAJI WA KATA
KATA YA MAKURUMLA



TANZANIA

Form 5



No. 550941

Certificate of Registration

The Business Names (Registration) Act (Cap 213)

I HEREBY CERTIFY THAT **CINERA BUSINESS SOLUTIONS** this **16th** day of **AUGUST** year **2023** has been duly registered pursuant to and in accordance with the provisions of the Business Names (Registration) Act and the Rules made thereunder, and has been entered the Number **550941** in the Index of Registration.

GIVEN under my hand at Dar es Salaam this **16th** day of **AUGUST** **TWO THOUSAND AND TWENTY THREE.**



Deputy Registrar Business Names

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



**PARTNERSHIP
DEED
FOR
CINERA
PHARMACY &
COSMETICS**

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and effective this 15th July 2023

BETWEEN:

Mr. FILBERT BENEDICT SAMBAGI

(the "First Partner"), an individual of

P.O. Box 110062

DAR ES SALAAM

Mobile 0754 618809

AND

MS. MAUREEN DANIEL MGONGOLWA

(the "Second Partner"), an individual of

P.O. Box 55191

DAR ES SALAAM

Tel: +255 754 024625

RECITALS

- A. *Partners desire to join their expertise and resources for the pursuit of common business goals.*
- B. *Partners have considered various forms of joint business enterprises for their business activities.*
- C. *Partners desire to enter into a partnership agreement as the most advantageous business form for their mutual purposes.*

In consideration of the mutual promises contained in this agreement, partners agree as follows:

1. INTRODUCTION

The current social economic dynamics are bringing about business opportunities, that needs to be tapped by individuals. These opportunities cannot be tapped by individuals in isolation. It is on these ground, we the two individuals are coming together for the purpose of working together as professionals so as to deliver and offer professional services for both social, economic, environmental and political development nationally and internationally.

2. NAME AND DOMICILE

The name of the partnership shall be CINERA PHARMACY & COSMETICS. The principal place of business shall be at Bonde Street, Ilala Dar es Salaam; unless relocated by consent of the partners.

3. PURPOSES

Subject to the limitations set forth in this Agreement, the purposes of the Partnership are to engage in the business of:

- Retail sale of pharmaceutical and medical goods, cosmetic and toilet articles in specialized stores,
- Manufacture of soap and detergents, cleaning and polishing preparations, perfumes and toilet preparations,

- Conduct other activities as may be necessary or incidental to or desirable in connection with the foregoing.

4. DURATION OF AGREEMENT

The term of this agreement shall be reviewed after every TEN years, commencing on the date of signing of this agreement, unless sooner terminated by mutual consent of the parties or by operation of the provisions of this agreement.

5. CLASSIFICATION AND PERFORMANCE BY PARTNERS

- a. Partners shall be classified as active partners or estate partners.
- b. All partners shall be regarded as **active partner** unless the partner sooner withdraws or dies.
- c. If an active partner dies, the partner's estate will become an estate partner for 5 years. the partner will become an estate partner for the balance of the REMAINING PERIOD as mentioned under article 4 above.
- d. Each active partner shall apply all of the partner's experience, training, and ability in discharging the partner's assigned functions in the partnership and in the performance of all work that may be necessary or advantageous to further the business interests of the partnership.
end of the fiscal year in which the partner's birthday occurs.

6. CONTRIBUTION

Each partner shall contribute 50% to establish capital for the business and all undertakings. Any additional contribution required of partners shall only be determined and established accordingly.

7. MANAGEMENT OF THE PARTNERSHIP

The Partnership shall be managed by the founders, Subject to the limitations specifically contained in this Agreement, the founders shall have the full, exclusive and absolute right, power and authority to manage and control the Partnership and the property, assets and business thereof. The management shall have all of the rights, powers and authority conferred by law or under other provisions of this Agreement. Without limiting the generality of the foregoing, such powers include the right to:

- a. Acquire, purchase, renovate, improve, and own any property or assets necessary or appropriate or in the best interests of the business of the Partnership, and to acquire options for the purchase of any such property;
- b. Borrow money, issue evidences of indebtedness in connection therewith, refinance, increase the amount of, modify, amend or change the terms of, or extend the time for the payment of, any indebtedness or obligation of the Partnership, and secure such indebtedness by mortgage, deed of trust, pledge or other lien on Partnership assets;
- c. Sue on, defend or compromise any and all claims or liabilities in favor of or against the Partnership and to submit any or all such claims or liabilities to arbitration;
- d. File applications, communicate and otherwise deal with any and all governmental agencies having jurisdiction over, or in any way affecting, the Partnership's assets or any part thereof or any other aspect of the Partnership business;
- e. Retain services of any kind or nature in connection with the Partnership business, and to pay therefore such remuneration deem reasonable and proper; and Perform any and all other acts deem necessary or appropriate to the Partnership business.

8. DISSOLUTION AND TERMINATION OF THE PARTNERSHIP

The Partnership shall be dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

- a. On a date designated by the Partners and approved by Vote of Partners;
- b. The sale or other disposition of all of the Partnership's assets and the receipt in cash of the proceeds thereof;
- c. One of the Partners committed an illegal or unapproved action;
- d. One of the partner dies.

9. BUSINESS EXPENSES

The rent of the buildings where the partnership business shall be carried on, and the cost of repairs and alterations, all rates, taxes, payments for insurance, and other expenses in respect to the buildings used by the partnership, and the wages for all persons employed by the partnership are all to become payable on the account of the partnership. All losses incurred shall be paid out of the capital of the partnership or the profits arising from the partnership business, or, if both shall be deficient, by the partners on a pro rata basis, in proportion to their original contributions, as provided in Article Nineteen.

10. MEETINGS

10.1 Place of Meetings

Meetings of the Partners may be held at any place within or without as determined by the Partners but will generally be held in Tanzania.

10.2 Notices

Whenever Partners are required or permitted to take any action at a meeting, a written/phone call/sms/email notice of the meeting shall be given not less than 24 hrs, to each Partner entitled to vote at the meeting. The notice shall state the place, date, and hour of the meeting and the general nature of the business to be transacted, and no other business may be transacted.

11. AUTHORITY

No partner shall buy any goods or articles or enter into any contract exceeding the value of **TZS 1,000,000.00** without the prior consent in writing/phone call/sms/email of the other partners. If any partner exceeds this authority, the other partners shall have the option to take the goods or accept the contract on account of the partnership or to let the goods remain the sole property of the partner who shall have obligated himself or herself.

12. SEPARATE DEBTS

No partner shall enter into any bond, or become surety or cosigner, or provide security for any person, partnership, or corporation, or knowingly condone anything by which the partnership property may be attached or taken in execution, without the prior written consent of the other partners.

Each partner shall punctually pay the partner's separate debts and indemnify the other partners and the capital and property of the partnership against the partner's separate debts and all expenses relating to such separate debts.

13. BOOKS AND RECORDS

Books of account shall be maintained by the partners, and proper entries made in the books of all sales, purchases, receipts, payments, transactions, and property of the partnership. The books of account and all records of the

partnership shall be retained at the principal place of business as specified in Article One. Each partner shall have free access at all times to all books and records maintained relative to the partnership business.

14. ACCOUNTING

The fiscal year of the partnership shall be from JULY 1ST to JUNE 30TH of each year. On the 15th of July, commencing in 2023 a general accounting shall be made and taken by the partners of all sales, purchases, receipts, payments, and transactions of the partnership during the preceding fiscal year, and of all the capital property and current liabilities of the partnership. The general accounting shall be written in the partnership account books and signed in each book by each partner immediately after it is completed. After the signature of each partner is entered, each partner shall keep one of the books and shall be bound by every account, except that if any manifest error is found in an account book by any partner and shown to the other partners within 2 months after the error shall have been noted by all of them, the error shall be rectified.

15. DIVISION OF PROFITS AND LOSSES

Each partner shall be entitled to 50% of the net profits of the business, and 50% all losses occurring in the course of the business, unless the losses are occasioned by the willful neglect or default, and not the mere mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of profits shall be made on the 30TH of JULY each year.

16. ADVANCE DRAWS

Each partner shall be at liberty to draw out of the business in anticipation of the expected profits any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of the partnership the terms of agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signatures of each partner shall be affixed on the books of the partnership. Total sum of the advanced draw for each partner shall be deducted from the sum that partner is entitled to, under the distribution of profits as provided in Article fifteen (15).

17. SALARY

No partner shall receive any salary from the partnership, and the only compensation to be paid shall be as provided in Articles 15 and 16.

18. RETIREMENT

In the event any partner shall desire to retire from the partnership, the partner shall give 3 months' notice in writing to the other partners. The continuing partners shall pay to the retiring partner at the termination of the 3 months' notice the value of the interest of the retiring partner in the partnership. The value shall be determined by a closing of the books and a rendition of the appropriate profit and loss, trial balance, and balance sheet statements. All disputes arising from such determination shall be resolved as provided in Article Twenty.

19. DEATH OF PARTNER

In the event of the death of one partner, the legal representative of the deceased partner shall remain as a partner in the firm, except that the exercise of this right on the part of the representative of the deceased partner shall not continue for a period in excess of 6 months, even though under the terms of this agreement a greater period of time is provided before the termination of this agreement. The original rights of the partners shall accrue to their heirs, executors, or assigns.