

TENANCY AGREEMENT

BETWEEN

TANZANIA PORTS AUTHORITY

AND

BRAVO GROUP LIMITED

**IN RESPECT OF SHED AND OPEN YARD
AT UBUNGO INLAND CONTAINER DEPOT
DAR ES SALAAM**

NOVEMBER, 2023



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This **TENANCY AGREEMENT** is made and entered into effective this 13th
day of December, 2023

BETWEEN

TANZANIA PORTS AUTHORITY, a Public Corporation established under section 4(1) of the Ports Act No. 17 of 2004 having its principal place of business at Bandari Tower-One Stop Centre, Plot No. 1/2 along Sokoine Drive and of Post Office Box 9184, **11105 Dar es Salaam, Tanzania**, (hereinafter referred to as "**the Landlord**") which expression shall where the context so admits include its assignees and successors in title of one part.

AND

BRAVO GROUP LIMITED is a transportation Company in Tanzania having registered office in Dar es salaam of Post Office Box 38387, Plot No. 10 Kilwa Road, Mivinjeni Area, Dar es salaam , Tanzania (hereinafter referred to as "**the Tenant**"), which expression shall where the context so admits include its successors and assignees of the other part.

WHEREAS:

- A. The **LANDLORD** is mandated under the Ports Act No. 17 of 2024 to perform the role of both the Landlord and Operator in promoting the use, development and management of sea ports and inland waterways ports in the United Republic of Tanzania and entering into contractual arrangements with other parties including leases;
- B. The **LANDLORD** owns a land located at **Plot No. 18 Ubungo Industrial Area** measuring **87,010 square meters**.
- C. The **LESSEE** has requested and **LANDLORD** has accepted to lease the Administrative Building, Shed and Open Yard and a piece of land both measuring **87,010 square meter** operation of an Inland Container Depot;
- D. The **LANDLORD** and the **LESSEE** wish to enter into a Lease Agreement to set out the terms and conditions that will govern its utilization of the Demised Area.

NOW WHEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 Definitions

In this Lease, unless the context otherwise requires:



"Act" means the Ports Act No. 17 of 2004 as amended, supplemented, re-enacted or replaced from time to time;

"Agreement" means this agreement as of date hereof, including the Schedules hereto as may be amended, supplemented or modified in accordance with the provisions hereof;

"Applicable Permits" means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals and exemptions under or pursuant to any of the Applicable Laws or from any Government Authority required in connection with the Project and for undertaking, performing or discharging the obligations contemplated by this Agreement.

"Affiliate" means, in relation to any person, another person that controls, is controlled by, or is under common control with, such person.

"Effective" means date of execution of this Agreement.

"Government" means any state, national, regional, regional, municipal or local government including any department, agency, official or other body thereof, and any enterprise owned, managed or otherwise controlled by any government agency or instrumentality;

"Group" means Tenant or Landlord Group as the context demand;

"Law" means any and all laws, legislation, orders, instructions, rules or directions or interpretation thereof of any competent Government;

2.0 LEASE PERIOD AND RENT

2.1 **IN CONSIDERATION** of the rent and mutual covenants hereinafter reserved and contained the Landlord hereby leases unto the Lessee's a land and its buildings covers **87,010 square meters** at Plot No. 18 Ubungo Industrial Area (hereinafter referred to as the "**Demised Premises**") and to hold the Demised Premises for the period of **Ten (10) years** commencing from **1st January 2024, to 31st December 2033**, renewable subject to terms and conditions set out herein.

2.2 The monthly rent of **USD 87,010.00** (United State Dollar Eight Seven Thousand and Ten Only) calculated at the rate of **USD 1.00** per square meter (One USD Dollar) VAT exclusive.



2.3 The rent shall be payable Quarterly in advance at prevailing selling exchange rate issued by Bank of Tanzania.

2.4 The monthly rate shall be reviewed in every three (3) years subject to mutual consent of parties.

PROVIDED FURTHER THAT, in the event parties fail to agree on the revised rate, the Lease Period shall not be renewed and the Lease Agreement shall terminate automatically without further notice from either party.

3.0 THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:-

- (a) To pay rent without deduction by either cash or Banker's cheque within 7 (seven) working days from the date of signing this Agreement.
- (b) To pay together with rent, all electricity, telephone, clean water, sewage and conservancy charges attributable to the Demised Premises which charges are for the time being estimated at 20% of the said rent per month or the actual cost of the utility as may be ascertained by the statutory authority.
- (c) To use the Demised Premises for the purpose of handling and storage of containers only.
- (d) Not to transfer, assign, mortgage, underlet or sublet charge or otherwise part with or share of dispose of the Demised Premises without consent of Landlord.
- (e) To Permit the Landlord or his employees or duly authorized representatives at all reasonable times of the day throughout the said period of the tenancy with or without workmen to enter upon the Demised Premises and inspect the state and condition thereof and carry out repairs and other works in accordance with the Landlord's covenants herein after contained.
- (f) To make alterations or additions to the Demised Premises with the prior written consent of the Landlord and such consent should not be unreasonably withheld by the Landlord.



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- (g) The Lessee shall be responsible for maintenance, repairs, renewals and replacements, whether attributable to use and operations, damage or to deterioration of materials of the designated area.
- (h) Not to do or suffer to be done any damage to the Demised Premises and the Tenant shall make good at his own expenses both material damage and labour costs for all damages caused to the Demised Premises or occasioned through its fault or negligence.
- (i) Not to do or permit to be done anything rendering any policy or policies of insurance on the Demised Premises against loss or damage by fire void or voidable, and to reimburse the Landlord on demand all sums paid by way of increased premiums and all expenses incurred by the Landlord for renewal of any such policy by reason of such breach.
- (j) At all times to keep the demised premises and its surroundings neat and clean to the satisfaction of the Landlord, its employees or its duly authorized agents.
- (k) Not to create or permit any willful noise or disturbance in the Demised Premises or do any other act or thing which in the opinion of the Landlord or its duly authorized representative may at any time be or become a nuisance or annoyance to the Landlord and/or neighbors.
- (l) Not to bring, keep or permit or cause to be brought or kept in the Demised Premises without the knowledge of the Landlord any inflammable gas or substance.
- (m) To pay to the Landlord by way of additional rent a proportionate part of the amount by which any rent, charge tax levy is increased or imposed by any competent authority upon the Landlord in respect of the Demised Premises, such increase or charge, levy, tax as the case may be shall be determined by the Landlord in proportion to the floor area of the Demised Premises, without prejudice to the foregoing the Landlord shall serve the Tenant with a one month notice notifying him of the said additional rent.
- (n) The Landlord may require the area for its own use or development upon service of thirty (30) days' written notice to the Tenant and the Tenant shall without fail vacate and deliver vacant possession of the demised premises in good and tenantable condition.

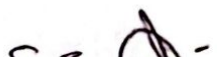


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- (o) To vacate and deliver vacant possession of the Demised Premises in good and tenable condition on the last day of the term unless the same is renewed, upon service of ninety (90) days written notice of intention to renew by the Tenant which if accepted by the Landlord should be in writing.
- (p) As a condition precedent to this Agreement the Tenant shall demolish the building or structure erected on the given land at his/her own expense and handover the land to the Landlord without claiming any refund.
- (q) To ensure maximum utilization of the demised premises with a view to increase the volume of cargo handled at the port of Dar es Salaam by complying with the terms and targets as may be set in the Service Level Agreement that shall be subsequently concluded by the parties herein.

4.0 THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:

- 4.1 That the Tenant paying the rent hereby reserved and performing all covenants and stipulations herein on its part to be observed and fulfilled shall hold and enjoy quiet possession of the Demised Premises during the said tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under the Landlord.
- 4.2 To keep the external parts, main walls, roof, timbers and drains in good and substantial repair and condition and to do such structural repairs as may be necessary to the Demised Premises provided that the Landlord shall not be held responsible for any non-repairs under this covenant unless the Landlord has sufficient written notice thereof of not less than seven (7) working days.
- 4.3 To pay discharge all land rent taxes and easements payable in respect of the Demised Premises other than bills payable for water electric light and power, telephone facilities (if any) used in the demised premises.



5.0 THAT THE PARTIES HERETO FURTHER AGREE TO BE BOUND AS FOLLOWS:

- 5.1** The Tenant shall remove at his own costs any structure/building erected on the demised premises at the end of lease period or in case of early termination.
- 5.2** If the rent hereby reserved or any part thereof shall be in arrears for thirty days after any of the days whereon, the same ought to be paid as aforesaid, whether the same shall have been formally demanded or not or if there shall be any breach or non-observance by the Tenant of any of the covenants, conditions and stipulations herein contained and on its part to be performed and observed then and on the whole, the Landlord may evict the Tenant and repossess and enjoy the Demised Premises and notwithstanding anything contained to the contrary but without prejudice to any right of action or other remedy available to the Landlord in respect of any of the covenants herein contained and on its part to be performed and observed.
- 5.3** In the event of the said Demised Premises being wholly or partially damaged or destroyed by fire, the tenancy shall be deemed terminated, provided that if the causes of such fire shall be attributable to the fault of the Tenant, its servant or agents, the Tenant shall pay the balance of the rental for the unexpired period of the Tenancy without prejudice to any other sums which may be adjudged as payable by the Tenant to the Landlord arising from such damage or destruction caused by such fire or in connection therewith.

6.0 DURATION OF THE LEASE

The period of this Lease shall be ten (10) years commencing from **1st January 2024** to **31st December 2033** with an option to renew on mutual agreement between parties at the end of such term on the terms and conditions to be discussed and agreed between parties herein.

7.0 RIGHT TO DEVELOP

7.1 The Lessee

Subject to obtaining relevant permits/licences in accordance with the laws of the United Republic of Tanzania the Lessee shall:



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- (a) have the right to build and develop New Facilities at his own costs.
- (b) demolish all structures which hinders container operational activities within the designated area.
- (c) construct a new Office Building which will accommodates staff from Tanzania Ports Authority, Tanzania Revenue Authority and other Stakeholders.
- (d) rehabilitate the existing container yard, shed, administration buildings, access road to the Tanzania Ports Authority's standards.
- (e) install security systems including CCTV Cameras.
- (f) ensure that all plans and drawings are submitted to the Lessor prior to development for approval.

7.2 The Lessor

- (a) The Lessor shall have power to direct the Lessee to remove such structure without any liability whatsoever where the approval of the Lessor was not obtained.
- (b) The Lessor shall not be liable for any compensation or refund for any development in the designated area.

8.0 INSURANCE

The Demised Premises shall at all times be covered by a suitable policy of insurance by the Landlord as aforesaid against risks or loss or damage by fire and in the event of damage by fire the monies received on the said insurance shall be used by the Landlord to restore the condition of the Demised Premises. Tenant shall maintain a separate cover for his insurable materials and wares.

9.0 LIQUIDATED DAMAGES

The rent accruing on the whole term of the tenancy shall be deemed to constitute a liquidated sum.



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10.0 NOTICES

Any notice under this Agreement shall be sufficiently served either on the Landlord or the Tenant, if delivered by dispatch and signed for receipt or posted to them under certificate of registration of posting at their addresses shown above or in case of any change, their last known address in the United Republic of Tanzania.

11.0 RENEWAL OF THE CONTRACT

The Tenant shall signify in writing its wish for renewal of the Tenancy period at least Ninety (90) days before the expiry of the Agreement, in which event the Landlord shall respond confirming acceptance or refusal to renew the Agreement and the terms thereof.

12.0 DISPUTE SETTLEMENT

In the event of any dispute or claim arising from or in connection with this Agreement which is not settled mutually by the parties thereto such dispute or claim may be referred by either party to a Court of competent jurisdiction in the United Republic of Tanzania.

13.0 GOVERNING LAWS

This Tenancy Agreement shall be governed and construed in accordance with the Laws of Tanzania.

14.0 FORCE MAJEURE

14.1 No Party hereto shall be considered in default of its obligation in the event of force majeure. For the purpose of this lease, "force majeure" is an event which is beyond the reasonable control either party hereto, and which makes impossible or so impractical as reasonable to be considered impossible in the circumstances, the performance of the obligations of one or both Parties.

14.2 Force Majeure shall include but not limited to:

- (i) Any act of war, declared or not, or hostilities or belligerence, blockade or revolution;
- (ii) Insurrection, or Public Disorder, sabotage or riot;



- (iii) Explosion, fire, earthquake, excessive and extraordinary floods, volcanic eruption or other adverse weather condition;
or

14.3 The Lessee and Lessor shall consult with each other in respect of force majeure and shall take all reasonable steps to minimise the losses of either party resulting from an event of force majeure.

14.4 Neither Lessor nor the Lessee shall be excused from, performance of, and shall not be constructed to be in default in respect of any obligation hereunder (other than any payment obligation) where the failure to perform such an obligation is due to an event of force majeure. Where an event of force majeure has been declared pursuant to Clause 16.2 the obligation of the parties herein, other than occurred payment obligations, shall be suspended to such extent as may be necessary for the duration of the event of force majeure provided that such suspension shall not affect any rights or obligations which may have accrued prior to the occurrence of the event of force majeure.

14.5 Where the Lessee or the Lessor encountering an event of force majeure shall:

- (c) as soon as practicable give written notice to the other Party of the occurrence of the event which affected Party claims to constitute an event of force majeure, such notice to include information about the circumstances, the likely duration of such circumstances (if known), the extent to which the affected Party of the two will be prevented from or impeded in carrying out any of its obligations under this lease and a statement of steps necessary to remedy such occurrence; and
- (d) Advise the other regularly of relevant information relating to such circumstances and the effect of such circumstances on the performance of obligations under this lease.

15.0 SECURITY

The Lessee shall be responsible for the security within the Designated Area and ensure access control and compliance to security requirements as enumerated in the laws of the United Republic of Tanzania.



16.0 ENVIRONMENT

16.1 The Lessee undertakes to comply with the terms of the environmental impact assessments ("EIA") which it has carried out, or is in the process of carrying out, in accordance with the Environmental Management Act 2004.

16.2 The Lessee shall take adequate steps to control Pollution of the air, land and sea by oil, chemicals, emissions, hazardous waste, effluent solid and other waste and shall arrange for the disposal of waste materials and cleaning up of any pollution caused in the Designated Area in accordance with International standards/practice and the laws of United Republic of Tanzania.

17.0 PROCEDURE AT THE END OF THE LEASE

At the end of the period of this Lease, the Lessee shall use its reasonable endeavours and act in good faith to co-operate with the Lessor and its appointed representatives or any new operator which the Lessor may appoint to take over responsibility from the Lessee.

18.0 AMENDMENTS

Any amendment to this Agreement, may be made in writing and each Party shall give due consideration to any proposal for modification made by the other Party. Such amendment shall amount to an addendum to this Agreement and shall be read as one with this Agreement.

19.0 TERMINATION

19.1 That either party reserves the right to terminate this Agreement upon serving the other party Ninenty (90) days written notice of its intention to terminate this Agreement without assigning any reasons. And that the Tenant shall be bound to give vacant possession of the Demised Premises on or before the expiry of the aforesaid Ninenty (90) days written notice.

19.2 Notwithstanding the provision of Clause 19.1, parties may terminate the Agreement for convenience.



20.0 REVOCATION OF EXISTING LEASE AGREEMENT

This Lease Agreement hereby revoke and supersede Tenancy Agreement of 1st October 2023 and any other Lease Agreement entered by the parties before execution of this Agreement.

21.0 ENTIRE AGREEMENT

21.1 This Agreement contains all covenants stipulations and provisions agreed by the parties. No agent or representative of either party had authority to make, and the parties shall not be bound by or be liable for any statement, representation, promise or Agreement not stated forth herein.


21.2 Whenever any covenant condition or provision of this Agreement is held invalid by a court of competent jurisdiction, that adjudication shall not affect the validity of any other covenant or provision in as much as the invalidity of any other covenant or provision does not materially prejudice either party to their rights and obligations under this agreement.



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SIGNED and DELIVERED for and on behalf of the TANZANIA PORTS AUTHORITY by;

Name: **AMBASSADOR & IGP (Rtd) ERNEST J. MANGU**

Signature: 

Designation: **CHAIRMAN OF THE BOARD OF DIRECTORS**

Address: Tanzania Ports Authority,
Plot No. 1/2 along Sokoine Drive,
P. O. Box 9184,
11105 Dar es Salaam, Tanzania,

Fax: +255-22-2130390/2113938,

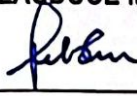
Tel: +255-22-2110401,

Email: dg@ports.go.tz

Website: www.ports.go.tz

Witnessed by:

Name: **PLASDUCE M. MBOSSA**

Signature: 

Designation: **DIRECTOR GENERAL**

Address: Tanzania Ports Authority,
Plot No. 1/2 along Sokoine Drive,
P. O. Box 9184,
11105 Dar es Salaam, Tanzania,

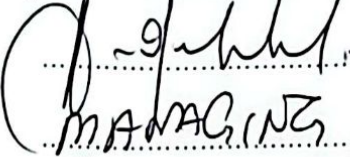
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Tel: +255-22-2110401,

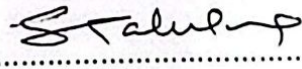
Email: dg@ports.go.tz

Website: www.ports.go.tz

SIGNED AND DELIVERED FOR AND ON BEHALF OF
BRAVO GROUP LIMITED

NAME: ANGELINA NGALULA
SIGNATURE: 
DESIGNATION: MANAGING DIRECTOR
ADDRESS: P.O BOX 38387, DAR ES SALAAM
FAX/TEL NO.: +255 784 783255 + 255 222113 125
E-MAIL: angelina@bravo.co.tz

In the presence of

NAME: SHILINDE NGALULA
SIGNATURE: 
DESIGNATION: DIRECTOR
ADDRESS: P.O BOX 38387, DAR-ES-SALAAM
FAX/TEL NO.: + 255 754 6573 25
E-MAIL: shilinde@bravo.co.tz

