



National Bank of Commerce Limited,

Registration Number 32700,

Corporate and Investment Banking

NBC House, Azikiwe Street /Sokoine Drive

PO Box 1863, Dar es Salaam, Tanzania

Tel: 255 (0) 22 2666815

Fax: 255(0) 222666062

SWIFT Address: NLCBTZTX

Email: corpbanking@nbc.co.tz

www.nbc.co.tz

Date: 28th September 2022

May Fair Residence Limited,

Registration Number 49227,

PO Box 9163,

DAR ES SALAAM

Dear Sirs,

Property Development Loan - Commercial Terms

National Bank of Commerce Limited (Registration Number 32700) (the **Bank**), is hereby pleased to offer the Borrower (defined below) a Development Loan Facility (the **Facility**). The terms of the Facility are contained in this document (the **Commercial Terms**) and the Standard Terms delivered with the Commercial Terms (collectively, the **Facility Agreement** or the **Agreement**).

Terms defined in these Commercial Terms and in the Standard Terms have the same meaning when used in any other part of the Facility Agreement and where there is contradiction, the terms defined in the Commercial Terms shall prevail. Unless the context otherwise requires:

Borrower: May Fair Residence Limited (Registration Number 49227), a limited liability company registered / incorporated in accordance with the laws of Tanzania with a registered office at Plot Number 2317/108 & 2318/108, PO Box 9163, Dar es Salaam, Tanzania.

Guarantors: Paloma Park Limited (Registration Number 67244), a limited liability company incorporated in accordance with the laws of Tanzania with a registered office at Plot Number 2317/108 & 2318/108 Samora Avenue/Mission Street, PO Box 9163, Dar es Salaam;

Zanran Towers Limited (Registration Number 63276, a limited liability company registered / incorporated in accordance with the laws of Tanzania with a registered office at Plot Number 2317/108 & 2318/108, PO Box 9163, Dar es Salaam;

Harbourview Towers Limited (Registration Number 25255), a limited liability company registered / incorporated in accordance with the laws of Tanzania with a registered office at Plot Number 2317/108 & 2318/108, PO Box 9163, Dar es Salaam;

Ashakali Mohan Manji (Passport Number AS236618, Plot No. 124 Uganda Avenue, PO Box 9163, Dar es Salaam;

Noorali Mohan Manji (Passport Number AM034087 Plot No. 124 Uganda Avenue, PO Box 9163, Dar es Salaam.

collectively the "**Guarantors**" and each a "**Guarantor**" as the context may require.

Obligors: The Borrower and the Guarantor(s) and its/their Affiliates/Subsidiaries and any other person who has given a Security in relation to the Facility.

Security Provider: Each provider of Security in respect of the Facility Agreement.

Change of Control Party: The Borrower and the Guarantors.

Facility Type: Development Loan.

Facility Amount: To the extent not cancelled by the Bank in accordance with the Standard Terms: Drawdowns to a maximum aggregate amount of: **USD 9,500,000.00.**

Total Facility Limit: USD 9,500,000.00.

Registration of Continuing Covering Mortgage and/or Charges for amounts over and above the Total Facility Limit, does not guarantee automatic approval of a facility in excess of the Total Facility Limit at a later date.

The difference between the amount of any Mortgage and/or Charges registered or to be registered and the Total Facility Limit will be subject to approval by the Bank of a further advance application by the Borrower, and fulfilment by the Borrower of any conditions imposed by the Bank at the time, which may include a full re-assessment of the Property.

Financial Close Date: The date on which the Conditions Precedent have been fulfilled or waived (as the case may be) to the Bank's satisfaction, which date shall be no later than 90 days calculated from the Signature Date, or such later date as may be agreed to by the Bank in its sole discretion.

Should the Financial Close Date not occur within 90 days calculated from the Signature Date (or such later date as may be agreed to by the Bank), the Facility shall be cancelled.

Development Period: Subject to the terms of this Facility Agreement, a period of (i) 24 months calculated from the First Drawdown Date; or (ii) 90 days after the Practical Completion Date, whichever is earlier.

Purpose: The purpose of the loan is to finance, in whole or in part, the Development.

Property: Properties with:
Certificate of Right Occupancy Number 119575, Plot Number 10/2 Mbezi Area, Kinondoni Municipality, Dar es Salaam in the name of Mayfair Residence Limited.

Certificate of Right of Occupancy Number 18615, Plot Number 23 Ursino Estate Dar es Salaam in the name of Paloma Park Limited.

Certificate of Right of Occupancy Number 47357, Plot Number 2317/108 Samora Avenue Dar es Salaam in the name of Harbour View Towers Limited.

Certificate of Right of Occupancy Number 47356, Plot Number 2318/08 Samora Avenue Dar es Salaam in the name of Harbour View Towers Limited.

Development: The development of a new mixed-use centre (retail / offices / residential) of approximately 15,527m² to be undertaken on Plot Number 10/2 Mbezi Area, Kinondoni Municipality, Dar es Salaam in the name of Mayfair Residence Limited, hereafter referred to as Kunduchi Mall.

Availability Period: In respect of the Facility:
The Facility shall, subject to the Bank's satisfaction as to the fulfilment of the Conditions Precedent, be available for Drawdown on a cost to complete basis from the First Drawdown Date until the last day of the Development Period in respect of the Development Loan.

Any unutilized portion of the Facility will be automatically cancelled at the end of the Availability Period. Amounts so cancelled may not be re-instated.

First Drawdown Date: The date of first drawdown of the Facility.

Final Date for First Drawdown: The first drawdown of the Facility must occur by no later than 90 days from the Financial Close Date.

Practical Completion Date: The date on which the Practical Completion Certificate in relation to the Development must be delivered to the Bank which shall be no later than 24 months from the First Drawdown Date.

Failure to achieve Practical Completion on Practical Completion Date shall constitute of an Event of Default.

Reference Rate: Not Applicable.

Margin: Not Applicable.

Interest Rate: The rate of interest on each Loan for each Interest Period is a fixed rate of 5.5% per annum.

Interest Period: The Interest Period for each Loan shall be 1 month; nominal annual calculated monthly. Interest Periods shall start on the first day of a calendar month and end on the last day of a calendar month, provided that the first Interest Period for each Loan shall start on the First Drawdown Date and end on the last day of the same calendar month, and the last Interest Period of each Loan shall end on the Final Repayment Date.

Interest Payment Date: Monthly in arrears on the last day of the respective month.

Default Interest: On the occurrence of an Event of Default, Default Interest will accrue on any unpaid amounts, at the Interest Rate plus 5%, calculated from the date on which the default or Event of Default occurs up to and including the date in which payment is made (both days inclusive).

Repayment: In respect of the Facility:
Interest shall be capitalized during the Availability Period up to an amount of USD 520,000.00. Once this limit has been reached, the Borrower will be required to pay interest monthly.

Final Repayment Date in respect of the Development Loan: The date falling 24 months after the First Drawdown Date.

Benchmark Reform: Clauses 12.3 (*Discontinuation of Reference Rate*) and 12.4 (*Calculation of Successor or Alternate Rate*) of the Standard Terms contain benchmark reform language based on the prevailing market convention, generally accepted practice or industry standard for benchmark reform at the time of entering into the Facility Agreement.

Final Date Drawdown: for The date on which the final drawdown conditions stipulated in Schedule 1, Part II, iii are satisfied, which date shall be no later than the last day of the Availability Period.

Prepayment: The Borrower may prepay any amount on written notice to the Bank, subject to payment of Prepayment Fees which may be applicable.
Save for the mandatory prepayments in terms of clause 9.2 of the Standard Terms, no prepayments are permitted.

Fees: **Upfront Fee:** 1.0% plus VAT of the Facility Amount payable to the Bank on the earlier of (i) the First Drawdown Date under the Facility; or 30 days after signature of the Finance Documents.
Prepayment Fee: 0.75% of the amount prepaid. To be waived if the Facility is prepaid from Borrower's own funds and 30 days' notice period is provided to the Bank.
Valuation Fee: all costs incurred by the Bank in respect of the Property Valuation, which fee shall be for the Borrower's account.
Cancellation Fees/Costs: If the Borrower cancels this Facility after signature of the term sheet, then the Borrower will nevertheless be liable for payment on demand of the Bank's upfront fees, costs of the Property Valuation, as well any



wasted costs incurred by the registration attorney in preparation of loan and security documentation.

Financial Covenants: Are as listed in Schedule 3 (*Financial Covenants*) to the Commercial Terms. Unless defined in the Standard Terms defined terms used in the financial covenants section in Schedule 3 (*Financial Covenants*) to the Commercial Terms have the meanings given to them in Schedule 3 (*Financial Covenants*) to the Commercial Terms.

Financial Information: The Borrower will provide the Bank with:

- (a) copies of the Obligors' latest audited financial statements including a balance sheet, profit and loss account and cash flow statements, as soon as they are available and not later than the Financial Close Date;
- (b) copies of the Obligors' latest unaudited half yearly management accounts in form and substance satisfactory to the Bank, including a balance sheet, profit and loss account, cash flow statements, as soon as they are available and not later than the Financial Close Date; and
- (c) Any financial information which the Bank may request from time to time.

New Security: The following new Security and credit support is required:

Continuing Covering Mortgage Deeds ("the Charges")

1. Legal mortgage over a property with Certificate of Occupancy Number 119575, Plot Number 10/2, Block "P" Mbezi Area, Kinondoni Municipality, Dar es Salaam, Tanzania in name of May Fair Residence Limited registered to cover USD11,875,000 plus interest, costs and expenses.
2. Legal mortgage over a property with Certificate of Occupancy Number 186157/5, Plot Number 23, Ursino Estate, Kinondoni Municipality, Dar es Salaam, Tanzania in name of Paloma Park Limited registered to cover USD11,875,000 plus interest, costs and expenses.
3. Legal mortgage over a property with Certificate of Occupancy Number 47358, Plot Number 2317/108, Samora Avenue, Dar es Salaam, Tanzania in name of Harbourview Towers Limited, registered to cover USD11,875,000 plus interest, costs and expenses.
4. Legal mortgage over a property with Certificate of Occupancy Number 47357, Plot Number 2318/08, Samora Avenue, Dar es Salaam, Tanzania in name of Harbourview Towers Limited registered to cover USD11,875,000 plus interest, costs and expenses.

Debentures

5. General debenture over the Borrower's fixed and floating present and future assets to be registered and stamped to cover USD11,875,000 plus interest, cost and expenses.

Guarantees

6. Unlimited corporate guarantee by Paloma Park Limited in favour of the Bank to cover all existing and future facilities granted to the Borrower.
7. Unlimited corporate guarantee by Zanran Towers Limited in favour of the Bank to cover all existing and future facilities granted to the Borrower.



8. Unlimited corporate guarantee by Harbourview Towers Limited in favour of the Bank to cover all existing and future facilities granted to the Borrower.
9. Unlimited personal guarantees by Ashakali Mohan Manji and Noorali Mohan Manji in favour of the Bank to cover all existing and future facilities granted to the Borrower.

Assignment

10. Assignment of rentals from existing and future leases entered into and between May Fair Residence Limited and each tenant of the property with Certificate of Occupancy Number 119575, Plot Number 10/2, Block "P" Mbezi Area, Kinondoni Municipality, Dar es Salaam, Tanzania.
11. Assignment of insurance policy on the property in the name of May Fair Residence Limited with Certificate of Occupancy Number 119575, Plot Number 10/2, Block "P" Mbezi Area, Kinondoni Municipality, Dar es Salaam, Tanzania.
12. Assignment of rentals from existing and future leases entered into and between Harbourview Towers Limited and each tenant of the properties with Certificate of Occupancy Numbers 47358 and 47357, Plot Numbers 2317/108 and 2318/08, Samora Avenue, Dar es Salaam, Tanzania.
13. Assignment of rentals from existing and future leases entered into and between Zanran Towers Limited and each tenant of the property with Certificate of Occupancy Number 186158/45/1.

Other Security

14. Any other document designated as a Security Document by the Bank and the Borrower.



Existing Security: Not Applicable.

Voluntary

Prepayment: Any notice of cancellation or prepayment given by any Party under clause 9 of the Standard Terms shall be irrevocable and unless a contrary indication appears in this Facility Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.

Any prepayment under this Facility Agreement shall be made together with accrued interest on the amount prepaid and the prepayment fee specified in the Commercial Terms.

Property Valuation: The land on which the property is to be constructed, Plot 10-2 Mbezi Beach is to be valued by the Bank as a pre-disbursement condition precedent, at the expense of the Borrower, by a valuer appointed by the Bank for a minimum amount of USD1,530,000 and on such basis and assumptions as the Bank may in its discretion require.

The completed Property shall be valued at least every three years by the Bank, at the expense of the Borrower, by a valuer appointed by the Bank on such basis and assumptions as the Bank may in its discretion require. The first valuation report of the Property on the basis of completion for a minimum amount of USD15,800,000 is to be submitted to the Bank before the conversion to an Investment Loan.

Annual Returns: The Borrower shall submit a copy of its annual returns filed with the Companies Registry as soon as it is available and no later than 120 days from the end of each financial year.

Land Rent or Rates: The Borrower shall submit to the Bank proof of payment for rent due to the Ministry of Lands, Housing and Human Settlements Developments by not later than 31st July of each year for the land subject to Security created in favour of the Bank. If the Borrower fails to submit the proof of payment, the Bank may pay the rent at the Borrower's expense charging an additional fee of TZS10,000.00 for each property subject to Security. The Borrower hereby acknowledges that the additional fee is a fair assessment and authorises the Bank to debit the amount due to the Borrower's current account.

Attestation of

Use of Funds: In case where the Loan is secured by a mortgage of undeveloped or underdeveloped land, the Borrower shall submit to the Commissioner for Lands a report stating the manner in which the money secured from the mortgage was utilized to develop the mortgaged land using the applicable statutory form. The report shall be submitted within six (6) months after the registration of a mortgage and, in case where the mortgage money is released by instalments, within six (6) months after receiving each instalment. The Borrower shall submit to the Bank copies of the reports which have been duly received by the Commissioner for Lands within three (3) days of filing.

Professional Team: (a) Quantity surveyor, being CQS Services Limited;
(b) Project Architect, being Pama Architects / Bowman Associates Architects;
(c) Mechanical, Electrical and Plumbing Engineer, being Mechelec Consultancy Limited;

(d) Civil and Structural Engineer, being TAN Consult Limited;

(e)

Minimum Equity Contribution: USD 6,245,000.00 excluding VAT and including the cost of the land component of the Property of USD 1,530,000.00.

Conversion Date: The date on which the Development Loan Facility converts to an Investment Loan Facility subject to, *inter alia*, fulfilment of the provisions as further detailed in Schedule 1 Part III.¹

Conversion of the Facility to an Investment Loan Facility: Unless otherwise agreed by the Bank, with effect from the Conversion Date, the Development Loan Facility will be converted to an Investment Loan Facility on the same terms and conditions applicable to the Development Loan Facility, except for the amendments as set out in Schedule 4 to these Commercial Terms.

Conditions Precedent: All conditions Precedent as detailed in Schedule 1 shall be fulfilled to the Bank's satisfaction before drawdown of the Facility or any part thereof.

Standard Terms: The document titled '**CPF Development Loan Standard Terms**' attached to these Commercial Terms forms part of the Facility Agreement.

Borrower's *domicilium citandi et executandi* and address for notices: May Fair Residence Limited,
Registration Number 49227,
Registered office: 2317/108 & 2318/108, Samora Avenue/Mission Street,
PO Box 9163,
Dar es Salaam,
Tanzania.
Phone: +255 2122507
email: mayfair@harbourview-towers.co.tz

Guarantor's *domicilium citandi et executandi* and address for notices: Ashakali Mohan Manji
Address: Plot Number 124 Uganda Avenue,
PO Box 9163
Dar es Salaam
Tanzania
Phone: +255 686110786
Email: md@harbourview-towers.co.tz



Noorali Mohan Manji

Address: 332 Jalaram Road, Ring Road Westland,

Nairobi

Kenya

Phone: +254 722511635

Email: nooralimanji@gmail.com

Paloma Park Limited

Registration No. 67244

Office Plot No. 2317/108 & 2318/108

Samora Avenue/Mission Street

PO Box 9163,

Dar es Salaam.

Phone: +255 2122507

email: paloma@harbourview-towers.co.tz

Zanran Towers Limited

Registration No. 63276

Office Plot No. 2317/108 & 2318/108

Samora Avenue/Mission Street

PO Box 9163,

Dar es Salaam.

Phone: +255 2122507

email: zanran@harbourview-towers.co.tz

Harbourview Towers Limited

Registration No. 25255

Office Plot No. 2317/108 & 2318/108

Samora Avenue/Mission Street

PO Box 9163,

Dar es Salaam.

Phone: +255 2122507

email: accounts@harbourview-towers.co.tz



The Bank's
domicilium citandi
et executandi and
address for
notices:

NBC House, Azikiwe Street /Sokoine Drive

PO Box 1863, Dar es Salaam, Tanzania

Tel: 255 (0) 22 2666815

Fax: 255(0) 222666062

SWIFT Address: NLCBTZTX

Email: corpbanking@nbc.co.tz

www.nbc.co.tz

The offer of the Facility is available for acceptance until the date falling 30 days after the date of the Commercial Terms.

For and on behalf of

National Bank of Commerce Limited



Bank Authorised Signatory

Name: ALLEN KOMUNTE

Title: RELATIONSHIP MANAGER



Bank Authorised Signatory

Name: P. P. P. P. P.

Title: CORPORATE CREDIT MANAGER



The Facility detailed above is accepted for and on behalf of the Borrower on the terms contained in the Commercial Terms and in the Standard Terms delivered with the Commercial Terms. We acknowledge that we have read this Agreement and are aware of and have accepted the obligations, liabilities and rights herein and accept the terms and conditions described in this Agreement.

THE COMMON SEAL of

May Fair Residence Limited

was hereunto affixed in the presence of:-

Name ASHAKAWI MOHAM MANJI

Signature 

Date _____

Capacity MANAGING DIRECTOR

Name MUJEEB SIKKAKI HUSSEIN MOHAMMED

Signature 

Date _____

Capacity DIRECTOR





MAYFAIR RESIDENCE LIMITED

FORM OF BOARD RESOLUTION

CERTIFIED EXTRACT OF BOARD MINUTES

Minutes of a meeting of the Board of Directors of MAY FAIR RESIDENCE LIMITED held at THE REGISTERED OFFICE OF MAY FAIR RESIDENCE LIMITED on 20/10/22 at 02:00pm

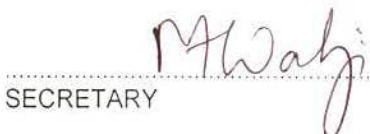
MAY FAIR RESIDENCE LIMITED accepts the terms of and transactions contemplated by the Property Development Loan Facility offered by National Bank of Commerce Limited in the attached facility letter dated 28/09/22 (the "Facility Agreement"), the terms and conditions of which have been exhibited to and accepted by the Board.

The Facility Agreement now produced is approved on the terms and conditions set out therein and

- (1) ASHAKALI MOHAN MANJI & MUJEEB SHOKAT HUSSEIN MOHAMED are hereby authorised to sign the Facility Agreement and any related or ancillary documents on behalf of the Company and to bind the Company to the terms and conditions stated therein and to make such variations, modification or amendments to the facility letter and any ancillary document in their absolute discretion deemed necessary or appropriate, including, without limitation, the execution and delivery of all amendments, supplemental documents, agreements, deeds and instruments relating thereto.
- (2) Where any such amendments, variations and modifications including the execution and delivery of all amendments, supplemental documents, agreements, deeds, and instruments relating thereto referred to in the foregoing resolutions are made, the approval of the authorised signatory/ies shall be conclusively evidenced by his/her/their signing the relevant document

Certified to be a true extract from the minutes of directors/general meeting of the Company held on the date stated above.


.....
CHAIRMAN ASHAKALI MOHAN MANJI


.....
SECRETARY MOHAMEDALI WALJI

20/10/2022
.....
DATE