



**JOINT VENTURE AGREEMENT IN RESPECT OF RE-DEVELOPMENT OF
PLOTS 9/15, 10/15, 11/15 AND 12/15 TANDAMTI STREET, KARIAKOO, DAR
ES SALAAM**

BETWEEN

THE NATIONAL HOUSING CORPORATION

AND

NASRA ESTATES COMPANY LIMITED

DRAWN BY:

**LEGAL SERVICES UNIT
NATIONAL HOUSING CORPORATION
P.O.BOX 2422,
DODOMA**

Table of Contents:

ARTICLE I: DEFINITIONS.....	5
ARTICLE II: INTERPRETATIONS.....	8
ARTICLE III: SCOPE OF THE JOINT VENTURE PROJECT.....	9
ARTICLE IV: PARTIES CONTRIBUTION TO THE VENTURE.....	10
ARTICLE V: VENTURE INTERESTS AND OWNERSHIP OF THE JOINT VENTURE PROJECT.....	10
ARTICLE VI: COMMENCEMENT DATE.....	11
ARTICLE VII: COMPLETION DATE.....	12
ARTICLE VIII: EXTENSION OF TIME.....	12
ARTICLE IX: JOINT VENTURE PARTNER'S FINANCING ARRANGEMENTS.....	12
ARTICLE X: OBLIGATIONS OF THE JOINT VENTURE PARTNER.....	13
ARTICLE XI OBLIGATIONS OF NHC.....	16
ARTICLE XII: RIGHT OF ACCESS TO THE JOINT VENTURE LAND.....	16
ARTICLE XIII: PROGRAMME OF WORKS.....	17
ARTICLE XIV: CONSTRUCTION CONTRACT.....	18
ARTICLE XV: APPOINTMENT OF PROFESSIONAL TEAM.....	19
ARTICLE XVI: NHC REPRESENTATIVE OBLIGATIONS.....	19
ARTICLE XVII: OBLIGATIONS OF THE JOINT VENTURE PARTNER REPRESENTATIVE.....	20
ARTICLE XVIII: TECHNICAL COMMITTEE.....	21
ARTICLE XIX: PROJECT PROGRESS STATUS REPORT.....	22
ARTICLE XX: INSPECTION AND TESTING.....	23
ARTICLE XXI: PROTECTION OF THE ENVIRONMENT.....	24
ARTICLE XXII: JOINT VENTURE PARTNER'S OPERATIONS ON THE JOINT VENTURE LAND.....	24
ARTICLE XXIII: FOSSILS.....	24
ARTICLE XXIV: SEWER & WATER SYSTEMS, ELECTRICITY AND OTHER TECHNICAL INFRASTRUCTURE CONNECTIONS.....	25
ARTICLE XXV PERFORMANCE SECURITY.....	25
ARTICLE XXVI: INSURANCES.....	26
ARTICLE XXVII: FIRST INSPECTION OF THE WORKS AND PROVISIONAL ACCEPTANCE.....	27
ARTICLE XXVIII: FINAL INSPECTION AND ACCEPTANCE.....	28

ARTICLE XXIX: PARTIAL COMPLETION OF WORKS	29
ARTICLE XXX: DIVISION AND ALLOCATION OF SPACES OF THE JOINT VENTURE PROPERTY	30
ARTICLE XXXI: REGISTRATION OF JOINT VENTURE PROJECT INTO THE NAMES OF THE PARTIES	30
ARTICLE XXXII: MANAGEMENT AND NAMING OF THE JOINT VENTURE PROJECT	31
ARTICLE XXXIII: REPRESENTATIONS AND WARRANTIES OF THE JOINT VENTURE PARTNER	32
ARTICLE XXXIV: REPRESENTATIONS AND WARRANTIES OF THE NHC	33
ARTICLE XXXV: DISCLAIMER	33
ARTICLE XXXVI: LIABILITY AND INDEMNITY	34
ARTICLE XXXVII: OVERALL DELAY DAMAGES AND DELAY PERIOD	35
ARTICLE XXXVIII: NOTICES AND COMMUNICATIONS	35
ARTICLE XXXIX: TERMINATION	36
ARTICLE XL: CONSEQUENCES OF TERMINATION	37
ARTICLE XLI: FORCE MAJEURE	38
ARTICLE XLII: RIGHT OF NHC TO USE DOCUMENTS AND INTELLECTUAL PROPERTY PREPARED BY THE JOINT VENTURE PARTNER	40
ARTICLE XLIII: Fraud and Corruption	40
ARTICLE XLIV: CONFIDENTIALITY	41
ARTICLE XLV: JOINT AND SEVERAL	42
ARTICLE XLVI: AGENCY	42
ARTICLE XLVII: VARIATIONS	43
ARTICLE XLVIII: ENTIRE AGREEMENT	43
ARTICLE XLIX: SEVERABILITY	43
ARTICLE L: NON-WAIVER	43
ARTICLE LI: ASSIGNMENT	43
ARTICLE LII: COSTS AND EXPENSES	44
ARTICLE LIII: DISPUTE RESOLUTION	44
ARTICLE LIV: COUNTERPARTS	44
ARTICLE LV: APPLICABLE LAWS	44

THE AGREEMENT

This **JOINT VENTURE AGREEMENT** is entered on this ___ day of _____, 2023

BETWEEN

1. **NATIONAL HOUSING CORPORATION**, a body corporate established by Act of Parliament No. 2 of 1990 and having its registered office located at 6th Floor, Mkandarasi House of P. O. Box 2422, Dodoma, (hereinafter referred to as the "NHC" which expression shall where the context so admits include its successor(s) and assign(s)); and
2. **NASRA ESTATES COMPANY LIMITED**, a company incorporated and existing under the laws of Tanzania whose registered office is at Plot No. 7, Block 75, House No. 15, Mahiwa, Kariakoo, for purposes hereof of P.O. Box 7494, Dar es Salaam (hereinafter referred to as the "Joint Venture Partner" which expression shall, where the context so admits include its successor(s) and assign(s)).

NHC and Joint Venture Partner together referred to as "**Parties**" and singularly as "**Party**".

WHEREAS:

- A. NHC is desirous of re-developing the Joint Venture Land (as defined under Article 1 (Definitions) of this Agreement) in partnership with the Joint Venture Partner and as such has invited the Joint Venture Partner participation in the planning, designing, structuring, financing, constructing and developing the Joint Venture Land.
- B. In the partnership for the re-development of the Joint Venture Land, NHC will provide the Joint Venture Land as its contribution and the Joint Venture Partner will provide all required financing for the re-development of the Joint Venture Land.

- C. The Joint Venture Partner has indicated that it has the required capacity, resources, financing and technical expertise and as such, has an interest to participate, in partnership with NHC, in the re-development of the Joint Venture Land.
- D. The Parties are now desirous of forming a Joint Venture Partnership (the "Venture"), by execution of this Agreement for the purposes set forth herein.

NOW THEREFORE in consideration of the mutual covenants and agreements, NHC and the Joint Venture Partner have agreed to enter into this Joint Venture Agreement under the following terms and conditions:

ARTICLE I: DEFINITIONS

- 1.1 **Agreement** mean this Joint Venture Agreement;
- 1.2 **Approved Documents** means the drawings, specifications, programme of work and bill of quantities prepared by the Joint Venture Partner and approved by NHC for the construction of the Joint Venture Project and as outlined under **Sub - Article 2.2** of this Agreement;
- 1.3 **Building Contractor** means the building contractor or contractors as may be appointed by the Joint Venture Partner;
- 1.4 **Commencement Date** means the construction commencement date of the Joint Venture Project as specified in **Article VI** of this Agreement;
- 1.5 **Completion Date** means the date of completion of the construction of the Joint Venture Project as specified in **Article VII** of this Agreement and as may be extended in accordance with the Agreement;
- 1.6 **Construction Contract** means contract between the Joint Venture Partner and the Building Contractor for the construction of the Joint Venture Project on the Joint Venture Land and ancillary works and remedying all defects;

- 1.7 **Contract Administrator** means such persons (s) as may be appointed by the Joint Venture Partner in relation to this Agreement and the Construction Contract. The Contract Administrator shall be responsible for the technical supervision of the Works as per Construction Contract and administration of the Construction Contract and shall keep the Technical Committee fully informed on all matters concerning the development of the Joint Venture Project and shall keep records of all material aspects of the development;
- 1.8. **Defects Liability Period** means the period named under **Sub -Article 7.2** of this Agreement;
- 1.9 **Defects Liability Certificate** means the certificate issued by the Contract Administrator and endorsed by NHC Representative upon correction of defects by the Joint Venture Partner upon inspection of the Works as provided under this Agreement and the Construction Contract;
- 1.10 **Joint Venture Land** Means **Plots 9/15, 10/15, 11/15 And 12/15 Tandamti Street, Kariakoo, Dar es Salaam**
- 1.11 **Joint Venture Project** means the re-development of the Joint Venture Land of the buildings as specified in the Approved Documents by the carrying out of the Works;
- 1.12 **Joint Venture Partner's Representative** means such person(s) as may be appointed from time to time by the Joint Venture Partner and communicated to NHC in relation to this Agreement;
- 1.13 **Final Acceptance Certificate** is the certificate issued by the Contract Administrator and endorsed by NHC Representative upon correction of defects and after completion of the Joint Venture Project;

- 1.14 **NHC's Representative** means such person(s) as may be appointed from time to time by NHC and communicated to the Joint Venture Partner in relation to this Agreement;
- 1.15 **Materials** all approved designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, calculations, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Works and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Works;
- 1.16 **Permitted Uses** means the approved design, demolition, construction, reconstruction, modification, refurbishment, development, maintenance, funding, disposal, letting, fitting-out, advertisement, building information modelling and repair of the Works;
- 1.17 **Practical Completion** means completion of construction works of the Joint Venture Project ready for beneficial use in accordance with the terms of the Construction Contract;
- 1.18 **Professional Appointment** means the appointment of a member of the Professional Team;
- 1.19 **Professional Team** means an architect, quantity surveyor, engineers, the Contract Administrator and any other authorized specialist advisors or sub-consultants that may be appointed for the time being in connection with the design and/or management of the Joint Venture Project;
- 1.20 **Provisional Acceptance** means the certificate issued by the Contract Administrator and endorsed by NHC Representative upon Practical

	Certificate	Completion of the Works by the Joint Venture Partner subject to correction of defects;
1.21	Property Investigation Reports	mean factual and interpretative reports about the surface and subsurface conditions of the Joint Venture Land;
1.22	Requisite Consents	means building regulation consents, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the Joint Venture Project;
1.23	Sub-Contractors	mean all sub-contractors of the Building Contractor having a responsibility in relation to the Works under the Construction Contract;
1.24	Technical Committee	means Members of the Technical Committee referred to under Article XVIII of this Agreement;
1.30	Venture Interests	mean interests of the Parties under this Agreement as provided under Article V ; and
1.31	Works	the works described in the Construction Contract.

ARTICLE II: INTERPRETATIONS

2.1 In the Agreement, except where the context requires otherwise:

- (a) Where the context so permits words importing the singular shall be deemed to include the plural and vice versa;
- (b) Words importing the masculine shall be deemed to include the feminine and vice versa;
- (c) provisions including the word "agree", "agreed" or "agreements" require the agreement to be recorded in writing; and

(d) "written" or "in writing" means hand-written, type-written, printed or electronically made and resulting in a permanent record.

2.2 The following documents shall be deemed to form and be read and construed as part of this Agreement in the following order of priority:

(a) The Agreement

(b) Minutes of Negotiation;

(c) Special Power of Attorney

(d) Schematic drawings

(e) Bill of Quantities;

(f) Work program; and

(g) Any other document forming part of the Agreement.

2.3 The Agreement represents the entire agreement between the Parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

ARTICLE III: SCOPE OF THE JOINT VENTURE PROJECT

The scope of the Joint Venture Project (the "**Scope of the Joint Venture Project**") shall mean and include:

(a) The Parties contribution to the Venture as describe under **Sub Article IV** of this Agreement;

(b) The finance, design, construction of the Works on the Joint Venture Land and the management of the Joint Venture Project, in accordance with the Approved Documents and the provisions of this Agreement; and

- (c) Performance and fulfilment of all other obligations by NHC and the Joint Venture Partner in accordance with the provisions of this Agreement and matters incidental thereto.

ARTICLE IV: PARTIES CONTRIBUTION TO THE VENTURE

- 4.1 NHC contribution to the venture shall be the value of the Joint Venture Land and unexhausted improvements which shall be taken to be a minimum of 25% of the total Joint Venture Project costs.
- 4.2 The Joint Venture Partner shall design, plan, structure, finance and implement the re -development of the Joint Venture Land by constructing a Fourteen (14) storey building that is basement, Ground and Twelve (12) floors at the construction costs of Tanzania Shillings Seventeen Billion Seven Hundred Ninety Nine Million Three Hundred Sixty Eight Thousand Three Hundred Ninety One and Cents Nine (17,799,368,391.09) VAT Inclusive as per the attached annexures.

ARTICLE V: VENTURE INTERESTS AND OWNERSHIP OF THE JOINT VENTURE PROJECT

- 5.1 From the date of Provisional Acceptance Certificate for completion of the Joint Venture Project, the venture interest of the Parties and the ownership of the Joint Venture Project shall be 60% for NHC and 40% for the Joint Venture Partner.
- 5.2 The Parties however agree on the following:
- (a) For a period of ten (10) years from the date Provisional Acceptance Certificate, NHC shall hold 25% of its interests in the Joint Venture Project. Thirty five percent (35%) of NHC's interest in the Joint Venture Project shall be held in trust by the Joint Venture Partner, for the benefit of NHC, making the initial total interest held by the Joint Venture Partner in the Joint Venture Project to be seventy five percent (75%).

- (b) On the expiry of the ten (10) years period provided under **Sub Article 5.2 (a)**, twenty five percent (25%) out of 35% of NHC's interest in the Joint Venture Project that are held in trust by the Joint Venture Partner shall revert to NHC making total interest held by NHC in the Joint Venture Project to reach fifty percent (50%), making total interest held by each Party in the Joint Venture Project to be at the ratio of 50:50.
- (c) Both NHC and the Joint Venture Partner shall each hold fifty percent (50%) share interest in the Joint Venture Project for a period of five (5) years, that is from the 11th to 15th year from the date of Provisional Acceptance Certificate. On the expiration of the five (5) year period, ten percent (10%) of NHC's interest in the Joint Venture Project that are held in trust by the Joint Venture Partner shall revert to NHC making total interest held by NHC in the Joint Venture Project to reach sixty percent (60%), making total interest held by each Party in the Joint Venture Project to be at the ratio of 60:40 for NHC and the Joint Venture Partner respectively.

ARTICLE VI: COMMENCEMENT DATE

6.1 The Commencement Date shall be the date at which the following conditions precedent have all been fulfilled and NHC and/or NHC Representative instruction recording the agreement of both Parties on such fulfilment and instruction to commence the Joint Venture Project is sent to the Joint Venture Partner:

- (a) Signing of this Agreement by both Parties;
- (b) NHC has made the Joint Venture Land vacant;
- (c) NHC has provided the Joint Venture Partner access to the Joint Venture Land;
- (d) The Joint Venture Partner has submitted evidence that financial arrangements have been made and are to be maintained which will enable the Joint Venture Partner to finance the Joint Venture Project;
- (e) Approved Documents as specified in Article 1.2 are completed in required details; and

(f) The Joint Venture Partner has procured all the Requisite Consents from relevant authorities.

6.2 If the Conditions precedent stated hereinabove have not been fulfilled within 180 days from the date of signing of this Agreement either party shall be entitled to terminate this Agreement under **Sub-Clause XXXIX**.

6.3 The Joint Venture Partner shall commence the execution of the Joint Venture Project as soon as is reasonably practicable after the Commencement Date, and shall then proceed with the development with due expedition and without delay.

ARTICLE VII: COMPLETION DATE

7.1 The Completion Date of the Joint Venture Project shall be Five Hundred and Eleven (511) days after the Commencement Date.

7.2 The Defect Liability Period shall be 365 days after the date of Provisional Acceptance Certificate.

ARTICLE VIII: EXTENSION OF TIME

8.1 Completion Date shall be extended where completion of the Works is delayed due to an event which is beyond the control of the Joint Venture Partner, NHC, Building Contractor, the Building Contractor's sub-contractors or any member of the Professional Team.

8.2 Completion Date shall be extended after the Joint Venture Partner has obtained the consent of NHC.

8.3 The Parties shall ensure impartiality in estimating a fair and reasonable extension of time and certifies the extension of time to which the Joint Venture Partner is entitled.

ARTICLE IX: JOINT VENTURE PARTNER'S FINANCING ARRANGEMENTS

9.1 The Joint Venture Partner shall submit evidence that financial arrangements have been made and are to be maintained to enable the Joint Venture Partner to finance development of the Joint Venture Project. Evidence for such financial

arrangement shall be in the form of audited financial statements of the Joint Venture Partner for the last three (3) years from the date this Agreement and a signed loan agreement in the event the construction of the Joint Venture Project is to be financed by a loan.

- 9.2 If the Joint Venture Project intends to make any material change to its financial arrangements, the Joint Venture Partner shall issue a 14 days written notice to NHC.
- 9.3 NHC may require the Joint Venture Partner to provide information pertaining to the financing arrangement at any time during the execution of the Works and the Joint Venture Project. Any such request may include evidence of the authenticity of such financial arrangements.
- 9.4 The Joint Venture Land shall at no point be used to secure any financing loan taken by the Joint Venture Partner for purposes of developing the Joint Venture Project or any other project.
- 9.5 Where such financial arrangements are unacceptable, NHC may terminate the this Agreement in accordance with Article 39.1 and 39.2.

ARTICLE X: OBLIGATIONS OF THE JOINT VENTURE PARTNER

- 10.1 Subject to and on the terms and conditions of the Agreement, the Joint Venture Partner shall, at its own cost and expense, procure finance for and undertake the planning, design, construction of the Works (and shall remedy any defects in the Works) and observe, fulfil, and perform all its obligations set out in this Agreement. The Joint Venture Partner shall take full responsibility in case of any defect in designing for compliance purposes.
- 10.2 The Joint Venture Partner shall comply with all applicable Laws and applicable Requisite Consents (including renewals as required) in the performance of its obligation under this Agreement.
- 10.3 The Joint Venture Partner shall discharge its obligations under this Agreement in accordance with good industry practice and as a reasonable and prudent person.

10.4 The Joint Venture Partner shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

- (a) make, or cause to be made, necessary applications to the relevant Government Authorities with such particulars and details as may be required for obtaining applicable permits (other than those set forth in **Sub-Article 10.2**), and obtain and keep in force and effect such applicable permits in conformity with the applicable Laws;
- (b) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Joint Venture Project;
- (c) perform and fulfil its obligations under the financing arrangements; and
- (d) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under this Agreement.

10.5 The Joint Venture Partner shall be responsible for any error, inaccuracy or omission of any kind in the Approved Documents. The Joint Venture Partner may make minor variations/corrections to the Approved Documents provided that:

- (a) the variations/corrections are in accordance with the consent, approvals, licence and authorisation required from competent authority and any statutory requirements.
- (b) any substitute materials used are of an equal or better quality and suitability to those originally specified; and
- (c) the Joint Venture Partner obtains approval in writing of NHC of such variations/corrections.

10.6 The Joint Venture Partner shall undertake the geotechnical survey of the Joint Venture Land.

- 10.7 The Joint Venture Partner shall submit a detailed Programme of Works and Design Quality Management Plan for review and recommendation (if any) by NHC within 28 days after the signing of this Agreement.
- 10.8 The Joint Venture Partner shall finalise and submit to NHC for review and recommendation (if any) Project Management and Organization Plan, Environmental, Social, Health and Safety Management Plan, Risk Management Plan, Construction Quality Management Plan and Project Performance Plan within thirty (30) days after undertaking geotechnical report as provided under **Sub-Article 10.6**.
- 10.9 NHC shall not be liable for any delay or non-approval Requisite Consents as stated in **Sub-Article 10.2** of this Agreement which are solely caused by the Joint Venture Partner.
- 10.10 Upon obtaining access of the Joint Venture Land, the Joint Venture Partner shall deal with unauthorized occupants or trespassers on the Joint Venture Land and to take proceedings against them and/or enter any arrangements or agreement with them at the costs, charges and expenses of the Joint Venture Partner.
- 10.11 Infrastructures for the Works within the Joint Venture Land (wastewater, rain water, potable water, natural gas, LV-MV electric alignments, transformer, field lighting, etc. shall be prepared and developed by the Joint Venture Partner based on the general infrastructure of the area in compliance with the standards set in the Approved Documents and at the Joint Venture Partner's risk, cost and responsibilities.
- 10.12 The Joint Venture Partner shall provide and maintain all necessary accommodation and welfare facilities for the Joint Venture Partner's personnel. The Joint Venture Partner shall not permit any of the Joint Venture Partner's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Works.
- 10.13 The Joint Venture Partner shall comply with all the relevant Tanzania labour Laws applicable, including Laws relating to their employment, health, safety, welfare, immigration.

10.14 The Joint Venture Partner shall within 28 days after signing of this Agreement appoint and notify NHC a Joint Venture Representative to act on its behalf under this Agreement.

ARTICLE XI OBLIGATIONS OF NHC

11.1 NHC shall, at its own cost and expenses undertake and perform all its obligations set out in this Agreement.

11.2 Upon written request from the Joint Venture Partner, and subject to the Joint Venture Partner complying with applicable Law, NHC will provide reasonable support and assistance to the Joint Venture Partner in procuring the Requisite Consent and obtaining access to all necessary infrastructure facilities in the implementation of the Joint Venture Project. For avoidance of doubt and interpretation, it is the obligation of the Joint Venture Partner to procure the required Requisite Consent, infrastructure and utilities and NHC shall not be liable for any delay or non-approval.

11.3 NHC shall within 28 days after signing of this Agreement appoint a Representative to act on its behalf as under this Agreement as specified under **Article 16** and shall notify the Joint Venture Partner.

ARTICLE XII: RIGHT OF ACCESS TO THE JOINT VENTURE LAND

12.1 NHC shall make the Joint Venture Land vacant and give the Joint Venture Partner the right to access and possession of the Joint Venture Land free from any encumbrances within 180 days from the date of signing of this Agreement as provided under **Article 6.1 (c)**.

12.2 The Joint Venture Partner is obliged to take over the Joint Venture Land on the stated date and make arrangements, at its own costs, for the demolition of any existing structures that require to be demolished to allow for the construction of the Works.

12.3 The Joint Venture Partner shall make arrangements for guarding the Joint Venture Land and preventing encumbrances or encroachment by trespasser or

unauthorized persons upon the Joint Venture Land or any party or portion thereof. All costs, charges and expenses for guarding the Joint Venture Land shall be borne and paid by Joint Venture Partner. NHC shall not be liable to remove or vacate the encroachments or unauthorized occupiers who occupy the Joint Venture Land after handover of the Joint Venture Land to the Joint Venture Partner.

- 12.4 In the event of delay for any reason other than *Force Majeure* and the Joint Venture Partner suffers delay and/or incurs cost as a result of a failure by NHC to give any such right or possession within such time, the Joint Venture Partner shall give notice to NHC and/or NHC Representative and shall be entitled to an extension of time for any such delay, if completion is or will be delayed. NHC shall not be liable for such delay.

ARTICLE XIII: PROGRAMME OF WORKS

- 13.1 The Joint Venture Partner shall submit a detailed Programme of Works to NHC within 28 days from the date of signing this Agreement or as may be agreed by the Parties.
- 13.2 The Joint Venture Partner shall also submit a revised Programme of Works whenever the previous Programme of Works is inconsistent with the actual progress of work. Each Programme of Works shall include:
- (a) the order in which the Joint Venture Partner intends to carry out the Joint Venture Project and the Works, including the agreed time of construction, inspection, testing, commissioning; and
 - (b) a general description of the methods which the Joint Venture Partner intends to adopt, and of the major stages, in the execution of the Works.
- 13.3 Upon Joint Venture Partner's submission of the programme of work, NHC, within 21 days, shall review and give comments to the Joint Venture Partner. Failure of which the Joint Venture Partner shall proceed in accordance with the Programme of Works, subject to his other obligations under the Agreement.

13.4 The Joint Venture Partner shall promptly give notice to NHC of specific probable future events or circumstances, which may adversely affect the Works or delay the execution of the Works. Such notice shall not relieve the Joint Venture Partner from his obligations under the Agreement.

13.5 If NHC Representative gives notice to the Joint Venture Partner that a Programme of Works fails to comply with the Agreement or to be consistent with actual progress and the Joint Venture Partner's stated intentions, the Joint Venture Partner shall submit a revised Programme of Works to NHC in accordance with this Clause.

ARTICLE XIV: CONSTRUCTION CONTRACT

14.1 The Joint Venture Partner shall, at its own cost and expense, and before Commencement Date and in consultation with NHC, enter into a Construction Contract with a Building Contractor.

14.2 The Joint Venture Partner shall ensure that the Building Contractor and Sub-Contractors grants NHC an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of the Building Contractor or the relevant Sub- Contractor for any purpose relating to the Works including (without limitation) any of the Permitted Uses. Such licence shall:

(a) carry the right to grant sub-licences and shall be transferable to third parties without the consent of the Building Contractor or Sub-Contractor; and

(b) provided that the Building Contractor or the Sub- Contractor has no liability for use of the Material for any purpose other than that for which it was prepared and/or provided.

14.3 The Joint Venture Partner shall use reasonable endeavours to ensure that the Building Contractor performs and observes the terms of the Construction Contract.

ARTICLE XV: APPOINTMENT OF PROFESSIONAL TEAM

- 15.1 The Joint Venture Partner shall, at its own cost and expense, and before Commencement Date, and in consultation with NHC appoint the members of the Professional Team.
- 15.2 The Joint Venture Partner shall ensure that each member of the Professional Team grants to NHC an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by or on behalf of the relevant member of the Professional Team for any purpose relating to the Works. Such licence shall:
- (a) carry the right to grant sub-licences and shall be transferable to third parties without the consent of the Joint Venture Partner or the relevant member of the Professional Team; and
 - (b) provided that the relevant member of the Professional Team has no liability for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 15.3 The Joint Venture Partner may waive or release any member of the Professional Team after consultation with NHC.
- 15.4 The Joint Venture Partner undertakes that the Professional Team shall be available to attend discussions with the NHC's Representative and/or NHC at all reasonable times, until the issuance of Final Acceptance Certificate.
- 15.5 Professional Team members shall participate in the monthly technical meetings and progress meetings and provide inputs to the Parties to the Agreement and shall cause the minutes for all meetings to be prepared and signed.

ARTICLE XVI: NHC REPRESENTATIVE OBLIGATIONS

- 16.1 NHC Representative shall carry out the duties assigned to him/her, and shall exercise the authority delegated to her by NHC.

- 16.2 NHC Representative may issue instructions to the Joint Venture Partner which may be necessary for proper execution of the Joint Venture Project and remedying of any defects in accordance with this Agreement or the Construction Contract. The Joint Venture Partner shall only take instructions from NHC Representative. The Joint Venture Partner shall be obliged to conform to the instructions given by NHC Representative.
- 16.3 NHC Representative shall have no authority to terminate or amend this Agreement including the Approved Documents nor to relieve either Party of any duties, obligations or responsibilities under this Agreement.
- 16.4 If the Joint Venture Partner has reasons to believe that NHC Representative is not discharging her duties and functions in a fair, efficient and diligent manner, it may make a written representation to NHC and seek termination of the appointment of the NHC Representative. Upon receipt of such representation, NHC shall hold a meeting with the Joint Venture Partner and NHC Representative for an amicable resolution of the dispute or difference.
- 16.5 NHC Representative shall endorse all the reports and development progress submitted to him (in monthly basis) from the professional team.
- 16.6 If NHC intends to replace the NHC Representative, NHC shall, not less than twenty four (24) days before the intended date of replacement, give notice to the Joint Venture Partner of the name, address, duties and authority and of the date of appointment.

ARTICLE XVII: OBLIGATIONS OF THE JOINT VENTURE PARTNER REPRESENTATIVE

- 17.1 The Joint Venture Partner's Representative shall carry out the duties assigned to her, and shall exercise the authority delegated to him/her by the Joint Venture Partner.
- 17.2 Joint Venture Partner's Representative may issue instructions to NHC which may be necessary for proper execution of this Agreement. NHC shall only take instructions from Joint Venture Partner's Representative.

- 17.3 Joint Venture Partner's Representative shall have no authority to terminate or amend this Agreement including the Approved Documents nor to relieve either Party of any duties, obligations or responsibilities under this Agreement.
- 17.4 If NHC has reasons to believe that the Joint Venture Partner's Representative is not discharging her duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Joint Venture Partner and seek termination of the appointment of the Joint Venture Partner's Representative. Upon receipt of such representation, the Joint Venture Partner shall hold a meeting with NHC for an amicable resolution of the dispute or difference.
- 17.5 If the Joint Venture Partner intends to replace the Joint Venture Partner's Representative, the Joint Venture Partner shall, not less than twenty four (24) days before the intended date of replacement, give notice to NHC of the name, address, duties and authority and of the date of appointment

ARTICLE XVIII: TECHNICAL COMMITTEE

- 18.1 Upon execution of the Agreement, NHC and the Joint Venture Partner shall form a Technical Committee who shall have technical expertise to ensure the success of the Joint Venture Project
- 18.2 The Technical Committee will consist of such number of members as shall be agreed by the Parties.
- 18.3 The Technical Committee will oversee the day-to-day implementation and performance of the Agreement during the construction of the Joint Venture Project and shall liaise with the Parties to ensure that the Joint Venture Project is completed in accordance with this Agreement, the Approved Documents and in conformity with all applicable Laws, rules and regulations.
- 18.4 The Technical Committee meetings shall meet on monthly basis to discuss, amongst other things, progress of the Joint Venture Project. However, where circumstances warrant, telephone communication, email correspondence and video conferencing or any other media may apply. For purposes of convening a

meeting the quorum of the Technical Committee shall be half of the committee members.

ARTICLE XIX: PROJECT PROGRESS STATUS REPORT

19.1 Monthly progress reports shall be prepared by the Joint Venture Partner and submitted to NHC Representative.

19.2 Each monthly report shall include:

- (a) Charts and detailed descriptions of progress, including each stage of procurement, manufacture, delivery of Joint Venture Projects, construction, testing and commissioning;
- (b) Photographs showing the status of progress on the Joint Venture Project/Works;
- (c) Cumulative quantities of Work Items achieved;
- (d) Progress versus schedule of works;
- (e) Joint Venture Partner's inspections;
- (f) Tests;
- (g) Records of Joint Venture Partner's personnel and equipment/plants at Joint Venture Land;
- (h) Copies of quality assurance documents, test results and certificates of materials;
- (i) Safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- (j) And any other information that deems necessary to form part of the progress status report.

19.3 During the construction period, NHC Representative shall inspect the construction works on monthly basis and shall make a report of such inspection stating in reasonable detail the defects or deficiencies, if any, with particular reference to the scope of the Joint Venture Project and in compliance with the Approved Documents. He shall send a copy of the inspection report (the "Inspection Report") to the Joint Venture Partner within 7 (seven) days of such inspection and upon receipt thereof, the Joint Venture Partner shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by NHC Representative shall not relieve or absolve the Joint Venture Partner of its obligations and liabilities hereunder in any manner whatsoever.

ARTICLE XX: INSPECTION AND TESTING

- 20.1 NHC Representative may enter the Joint Venture Land at any time during the construction of the Works, upon giving a not less than 24 hours' notice to the Joint Venture Partner, to inspect progress of the Works.
- 20.2 For determining that the construction Works conform to the Approved Documents, NHC Representative shall require the Joint Venture Partner to carry out or cause to be carried out tests, in such manner as may be specified by NHC Representative from time to time, in accordance with Good Industry Practice for quality assurance. The Joint Venture Partner shall, with due diligence, carry out or cause to be carried out all the tests in accordance with the instructions of NHC Representative and furnish the results thereof to NHC Representative.
- 20.3 In the event that tests conducted under **Sub-Article 20.2** establish any defects or deficiencies in the construction Works, the Joint Venture Partner shall carry out remedial measures and furnish a report to NHC Representative. NHC Representatives shall require Joint Venture Partner to carry out or cause to be carried out tests to determine that such remedial measures have brought the construction works to compliance with the Approved Documents, and this procedure shall be repeated until such construction works conform to the Approved Documents.

ARTICLE XXI: PROTECTION OF THE ENVIRONMENT

- 21.1 The Joint Venture Partner shall take all reasonable steps to protect the environment (both on and off the Joint Venture Land) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operation; and
- 21.2 The Joint Venture Partner shall ensure that emissions, surface discharges and effluent from the Joint Venture Partner's activities shall not exceed the limits prescribed by the applicable law.

ARTICLE XXII: JOINT VENTURE PARTNER'S OPERATIONS ON THE JOINT VENTURE LAND

- 22.1 The Joint Venture Partner shall confine his operations to the Joint Venture Land and to any additional areas which may be obtained by the Joint Venture Partner and agreed by NHC Representative as working areas. The Joint Venture Partner shall take all necessary precautions to keep Joint Venture Partner's Equipment and Joint Venture Partner's personnel within the Joint Venture Land and these additional areas and to keep them off adjacent land.
- 22.2 During the execution of the Works, the Joint Venture Partner shall keep the Joint Venture Land free from all unnecessary obstruction and shall store or dispose of any Joint Venture Partner's Equipment or surplus materials. The Joint Venture Partner shall clear away and remove from the Joint Venture Land any wreckage, rubbish and temporary works which are no longer required.

ARTICLE XXIII: FOSSILS

- 23.1 All fossils, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Joint Venture Land shall be placed under the care and authority of the NHC. The Joint Venture Partner shall take reasonable precautions to prevent Joint Venture Partner's personnel or other persons from removing or damaging any of these findings.

23.2 The Joint Venture Partner shall, upon discovery of any such finding, promptly give notice to NHC, who shall issue instructions for dealing with it.

ARTICLE XXIV: SEWER & WATER SYSTEMS, ELECTRICITY AND OTHER TECHNICAL INFRASTRUCTURE CONNECTIONS

- 24.1 To ensure the functionality of the buildings in relation to the Works at the acceptance phase, the Joint Venture Partner shall conduct the acceptance and hand-over procedures with the technical services and related public utilities and institutions for the connection of the sewer, rainwater, potable water, electricity, natural gas, telephone and other systems to the main grids before the Provisional Acceptance.
- 24.2 All technical infrastructure Works that fall within the work scope of the Agreement shall be executed by the Joint Venture Partner, and any costs related to connecting electricity, water, sewer, rainwater, telephone, etc. systems to the main grid and to the acceptance and hand-over procedures with the technical services and related public utilities and institutions shall be borne by the Joint Venture Partner participation fees and costs related to infrastructure construction guarantees shall also be paid by the Joint Venture Partner.

ARTICLE XXV PERFORMANCE SECURITY

- 25.1 The Joint Venture Partner shall obtain (at its own cost) a performance security in the form of either bank guarantee equivalent to ten percent (10%) of the construction costs or an insurance bond equivalent to fifteen percent (15%) of the construction costs as provided in Sub – Article 4.2 of this Agreement.
- 25.2 The Joint Venture Partner shall deliver the Performance Security to NHC within 28 days from Commencement Date. The Performance Security shall be issued by an entity acceptable by NHC.
- 25.3 The Joint Venture Partner shall ensure that the Performance Security is valid and enforceable until the Joint Venture Partner has executed and completed the Joint Venture Project and remedied any defects and issued with a Final Acceptance Certificate. If the terms of the Performance Security specify its expiry date, and the Joint Venture Partner has not become entitled to receive the

Final Acceptance Certificate by the date of 28 days prior to the expiry date, the Joint Venture Partner shall extend the validity of the Performance Security until the Joint Venture Project has been completed and any defects have been remedied.

- 25.4 The Performance Security shall remain in force and effect for a period not less than 28 days beyond the date of Final Acceptance Certificate. For avoidance of doubts it is stated that the Performance Security shall not be released if the Joint Venture Partner is in breach of the Agreement. The Performance Security shall only be released by the NHC once the Final Acceptance Certificate has been issued.

ARTICLE XXVI: INSURANCES

- 26.1 The Joint Venture Partner shall provide, in the joint names of NHC and the Joint Venture Partner, insurance cover from the Commencement Date to Completion Date of the Joint Venture Project, for the following events which are due to the Joint Venture Partner's risks:

- (a) Professional liability for the design and others;
- (b) Loss of or damage to the Works, plants, and Materials;
- (c) Loss of or damage to Joint Venture Partner's equipment;
- (d) Loss of or damage to property (except the Works, plant, Materials, and equipment) in connection with the Agreement;
- (e) Insurance for Joint Venture Partner's personnel; and
- (f) Third person liability insurance including personal injury or death.

- 26.2 If the Contractor does not provide any of the policies and certificates required, the Joint Venture Partner may effect the insurance which the Building Contractor should have provided and the payment of the premiums shall be a debt due to the Building Contractor and NHC shall monitor compliance of this requirement.

- 26.3 Alterations to the terms of the insurance policies shall not be made without consultation with NHC.

- 26.4 All insurance policies required by this Agreement shall provide that they shall not be cancelled or terminated without thirty (30) days prior written notice to NHC.

ARTICLE XXVII: FIRST INSPECTION OF THE WORKS AND PROVISIONAL ACCEPTANCE

- 27.1 The Joint Venture Partner shall inform NHC in writing when the construction Works, including infrastructure works, are ready for Provisional Acceptance. NHC, through NHC Representative, shall conduct the first inspection ("**First Inspection**") of the Works within 14 days and confirm whether or not the Works have been completed in accordance with the provisions of the Agreement.
- 27.2 The submission and acceptance of all required as-built drawings, operations & maintenance manuals, guarantees, warranties, technical data etc. is to occur before First Inspection.
- 27.3 In order for the Work to be ready for provisional acceptance ("**Provisional Acceptance**"), the faulty and defective parts of the Works must not exceed five percent (5%) of the total percentage values of the total construction works, including infrastructure and superstructure, and at the same time these faults and defects must not be of a nature that prevents using of the building.
- 27.4 If, as a result of the First Inspection, the Works are found to be complete and in compliance with the provisions of **Sub-Article 27.3** hereinabove and there are no obstacles to execute the acceptance process, the Contract Administrator shall issue a **Provisional Acceptance Certificate** otherwise, a report shall be issued stating that the work is not suitable for Provisional Acceptance. The period allocated for the completion of the faulty and defective works shall begin upon the issue of the report to the Joint Venture Partner.
- 27.5 If any non-binding defects and faults are identified in the inspection, these shall be listed in the certificate indicating their estimated values and a reasonable timeframe shall be specified for the completion of such works. This period is not subject to delay penalties.
- 27.6 In the event that the Joint Venture Partner has failed to ensure all identified defects in **Sub-Article 27.3** are remedied by the Contractor, a daily penalty shall be charged against the Joint Venture Partner, at the rate of 0.01% of the

construction costs until the date the remedy is done. The daily penalty shall be calculated based on estimated value of the defects and faults works. The provisional acceptance date shall be moved to the date when the defects and faults are expected to be remedied. The penalty shall be deducted from the Joint Venture Partner's Performance Security.

27.7 Provisional Acceptance shall not come to mean the Final Acceptance of the Work. The Contract Administrator may process the Provisional Acceptance in case the work is completed early. In such case the Defect Liability Period shall commence as of the effective date of the Provisional Acceptance.

27.8 The Joint Venture Partner shall be responsible for the maintenance and protection of the Works under its commitment during the Defect Liability Period.

ARTICLE XXVIII: FINAL INSPECTION AND ACCEPTANCE

28.1 The final inspection of the Works shall be conducted three hundred and sixty five (365) days after the effective date of the Provisional Acceptance in accordance with the bases and conditions of the provisional acceptance. The Final Acceptance Certificate shall be signed if no faults and defects are identified for the final acceptance.

28.2 If faults and defects are identified and attributable to poor workmanship and they were not identified during the provisional acceptance process or emerged within the timeframe between the provisional acceptance and final acceptance, such faults and defects shall be specified and added to the certificate as a list of snugs to be rectified before Final Acceptance. The Parties shall estimate the values and a reasonable timeframe for completion of rectification of the snugs. This period shall commence as of the date of identification of such snugs and as the signature date of the certificate in respect of such snugs.

28.3 If the faults and defects are not remedied by the end of the timeframe specified in the certificate, the values indicated against the remaining faults and defects shall be collected from the Performance Security and Final Acceptance shall be deemed complete.

28.4 The Joint Venture Partner shall be held liable for any structural defects discovered within five years from the date of Final Acceptance Certificate and shall at his own expense repair such defect. Structural defect shall include, but not limited to, cracks in the walls, peeling paint, leaking pipes, chock-full or leaking soakaways, as long as these defects are caused by inferior materials. Services defects shall include, but not limited to, lifts, air conditioning, electrical and plumbing works.

ARTICLE XXIX: PARTIAL COMPLETION OF WORKS

- 29.1 The Joint Venture Partner may apply to NHC for the Contract Administrator to grant Provisional Acceptance Certificate for part of completed parts of the Works.
- 29.2 NHC shall, within 14 days after receiving the Joint Venture's application approve or reject the Joint Venture Partners application with reasons.
- 29.3 If the application is granted, the partly completed Works shall be taken for use by the Parties when (i) part of the Works have been completed in accordance with the Construction Contract, (ii) a Provisional Acceptance Certificate for part of the Works has been issued in accordance with **Article XXVII** of this Agreement and (iii) a Certificate of Occupation for the partly completed Works has been issued by the relevant authorities.
- 29.4 From the date of Provisional Acceptance Certificate for the partly completed Works, the Parties shall share revenue for the completed part of the works at a ratio of 50% for NHC and 50% for the Joint Venture Partner until when Provisional Acceptance Certificate for completion of the entire construction Works has been issued. For avoidance of doubt Venture Interest and ownership of the Joint Venture Project as provided under **Article V** of this Agreement shall be attained once Provisional Acceptance Certificate for completion of the entire construction Works has been issued.

ARTICLE XXX: DIVISION AND ALLOCATION OF SPACES OF THE JOINT VENTURE PROPERTY

- 30.1 Upon issuance of Final Acceptance Certificate, the Joint Venture Partner and NHC shall jointly inspect the Joint Venture Project for purposes of confirming the exact as-built locations, sizes and details of the work as executed and as provided in the "as-built" drawings of the execution of the Works.
- 30.2 Upon completion of the inspection as provided under Article 30.1 of this Agreement, the Parties shall jointly allocate the physical spaces of the Joint Venture Project as provided in the Approved Documents and in accordance with the shareholding structure provided under **Article 5.1** of this Agreement. For avoidance of doubt, allocation of spaces in the Joint Venture Project shall be done in a vertical manner or in such other manners as may be agreed by the Parties.

ARTICLE XXXI: REGISTRATION OF JOINT VENTURE PROJECT INTO THE NAMES OF THE PARTIES

- 31.1 Following the issuance of the Final Acceptance Certificate and inspection and allocation of spaces as provided under **Article XXX** of this Agreement, and subject to the Unit Titles Act No. 16 of 2008 and/or other land law:
- (a) NHC shall surrender to the relevant authorities the Certificate of Title in respect of the Joint Venture Land for registration of joint ownership of the Joint Venture Property in the names of NHC and the Joint Venture Partner in accordance with the shareholding structure provided under **Article 5.1** of this Agreement. However, the Joint Venture Partner shall continue to hold NHC shares in trust in the manner specified under **Article 5.2** of this Agreement.
 - (b) The Joint Venture Partner shall prepare Unit Title Plans for each Unit in the Joint Venture Project.
 - (c) All taxes, duties, levies and other fees payable for the registration of joint ownership of the Joint Venture Property and registration of the Unit Titles in respect of the Units in the Joint Venture Property shall be for the

account of NHC and the Joint Venture Partner in proportion to each Party's ownership interest in the Joint Venture Project.

- (d) Any land rent payable in respect of the Joint Venture Land prior to the date of execution of this Agreement and completion of construction of the Joint Venture Project shall be to NHC's account. Following the issuance of the Final Acceptance Certificate, land rent shall be for the account of NHC and the Joint Venture Partner in proportion to each Party's ownership interest in the Joint Venture Project.

ARTICLE XXXII: MANAGEMENT AND NAMING OF THE JOINT VENTURE PROJECT

- 32.1 Upon issuance of **Provisional Acceptance Certificate**, and subject to the Unit Titles Act No. 16 of 2008, NHC and the Joint Venture Partner shall jointly procure the appointment of a facility management firm or person that shall be responsible for the maintenance of the Joint Venture Project in accordance with the provisions of the management agreement and the Unit Titles Act.
- 32.2 NHC and the Joint Venture Partner shall jointly prepare and agree on a facility management plan and an annual budget for the management of the Joint Venture Project.
- 32.3 Subject to agreement by NHC and the Joint Venture Partner on budget and cost for the maintenance of the Joint Venture Project, maintenance costs shall be shares by the Parties in proportion to each Party's ownership interest in the Joint Venture Project. The Parties however agree the following:
- (a) For a period of ten (10) years from the date **Provisional Acceptance Certificate**, NHC and the Joint Venture Partner shall each be liable for payment of maintenance costs at the ratio twenty five percent 25% for NHC and seventy five percent (75%) for the Joint Venture Partner, which is equivalent to the interest held by each Party in the Joint Venture Partner during the ten (10) year period.
- (b) On the expiry of the ten (10) years period provided under **Sub Article 32(a)**, and for a subsequent period of five (5) years, NHC and the Joint

Venture Partner shall each be liable for payment of maintenance costs at the ratio fifty percent 50% for NHC and fifty percent (50%) for the Joint Venture Partner, which is equivalent to the interest held by each Party in the Joint Venture Project during the five (5) year period.

- (c) On the expiry of the five (5) year period provided under **Sub Article 32(c)**, NHC and the Joint Venture Partner shall each be liable for payment of maintenance costs at the ratio sixty percent 60% for NHC and forty percent (40%) for the Joint Venture Partner, which is equivalent to the final interest held by each Party in the Joint Venture Project.

32.4 On or before the completion of the Joint Venture Project, the Joint Venture Partner shall propose for acceptance by NHC the name of the Joint Venture Project. The Joint Venture Partner shall not name nor purport to name the Joint Venture Project without consulting and agreeing with NHC.

ARTICLE XXXIII: REPRESENTATIONS AND WARRANTIES OF THE JOINT VENTURE PARTNER

The Joint Venture Partner represents and warrants to NHC that:

- (a) it is validly existing under the laws of Tanzania and has full powers and authority to execute and perform its obligations under the Agreement and to carry out the transactions contemplated herein;
- (b) it has taken all necessary corporate and other actions under applicable Laws to authorize the execution and delivery of the Agreement and to validly exercise its rights and perform its obligations under the Agreement;
- (c) it has the financial standing, technical skills and capacity to undertake the Joint Venture Project in accordance with the terms of the Agreement;
- (d) the information furnished to NHC and as updated on or before the date of the Agreement is true and accurate in all respects as on the date of the Agreement;
- (e) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at Law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may

result in the breach of the Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under the Agreement; and

ARTICLE XXXIV: REPRESENTATIONS AND WARRANTIES OF THE NHC

The NHC represents and warrants to the Joint Venture Partner that:

- (a) it has full power and authority to execute, deliver and perform its obligations under the Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute the Agreement, exercise its rights and perform its obligations, under the Agreement;
- (b) It is a legal owner of the Joint Venture Land and shall provide the same as its equity contribution for redevelopment or development of the Property; and
- (c) it has taken all necessary actions under the applicable Laws to authorize the execution, delivery and performance of the Agreement.

ARTICLE XXXV: DISCLAIMER

- 35.1 The Joint Venture Partner acknowledges that prior to the execution of the Agreement, the Joint Venture Partner has, after a complete and careful examination of Scope of the Joint Venture Project, the Joint Venture Land, existing structures, local conditions, physical qualities of ground, subsoil and geology, traffic volumes and all information provided by NHC or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder.
- 35.2 All information provided by NHC in connection with the Joint Venture Project is provided only as a reference and the Joint Venture Partner is expected to carry out its own surveys, investigations and other detailed examination of the Joint Venture Project and NHC shall have no liability whatsoever in relation to or arising out of any or all information as provided under the above mentioned documents.

35.3 NHC makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Joint Venture Partner confirms that it shall have no claim whatsoever against NHC in this regard.

35.4 The Joint Venture Partner acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in hereinabove and hereby acknowledges and agrees that the NHC shall not be liable for the same in any manner whatsoever to the Joint Venture Partner or any person claiming through or under any of them.

ARTICLE XXXVI: LIABILITY AND INDEMNITY

36.1 The Joint Venture Partner will indemnify, defend, save and hold harmless NHC and its officers, servants, agents, against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Joint Venture Partner of any of its obligations under the Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Joint Venture Partner to any user or from any negligence of the Joint Venture Partner under the Agreement or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of the Agreement on the part of NHC or her representative.

36.2 NHC will indemnify, defend, save and hold harmless the Joint Venture Partner against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the NHC in the Joint Venture Land, and/or (ii) breach by NHC of any of its obligations under the Agreement, which materially and adversely affect the performance by the Joint Venture Partner of its obligations under the Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of the Agreement or any related agreement and/or breach of its statutory duty on

the part of the Joint Venture Partner, its subsidiaries, affiliates, Joint Venture Partners, servants or agents, the same shall be the liability of the Joint Venture Partner.

ARTICLE XXXVII: OVERALL DELAY DAMAGES AND DELAY PERIOD

37.1 Where the Joint Venture Partner fails to complete construction of the Joint Venture Project by the Completion Date, the Joint Venture Partner shall pay NHC delay damages at the rate of zero decimal zero one percent (0.01%) per day of the remaining costs for completion of the Joint Venture Project. The shares of the Joint Venture Partner in the Joint Venture Project shall be reduced to the tune of the delay damages. The Joint Venture Partner shall not be liable to pay delay damages in the following circumstances:

- (a) Where the delay has been caused by legally constituted public authorities despite the Joint Venture Partner and/or the Building Contractor having diligently followed the procedures laid down by the relevant legally constituted public authorities in the country;
- (b) the authorities delay or disrupt the Joint Venture Partner and/or the Building Contractor's construction works;
- (c) due to an occurrence of an event of "*force majeure*" as defined under **Article XLI** of this Agreement; and
- (d) a cause of delay giving an entitlement to extension of time under **Article VIII** of this Agreement.

37.2 For the avoidance of doubt, the above provision shall not restrain NHC from taking such other actions or exercising its rights as may be available to NHC in this regard as under the Agreement.

ARTICLE XXXVIII: NOTICES AND COMMUNICATIONS

Any notices and communication given by one party to the other pursuant to this Agreement shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms.

that provide record of the content of communication to the other party's address specified hereunder:

For NHC

Director General,

National Housing Corporation,

P.O. Box 2422,

Dodoma-TANZANIA

Attn: Director of Business Development and Marketing

For the Joint Venture Partner

Director,

Nasra Estates Company Ltd,

No. 7 House No. 15 Mahiwa Street,

P.O. Box 7494,

Kariakoo

Dar es Salaam

Email address:

Tel No:

Attn: Mr. Mire Artan Ismail

ARTICLE XXXIX: TERMINATION

39.1 Either Party may terminate this agreement, with immediate effect by notice to the other Party on or at any time:

- (a) if the other Party fails to observe or perform any obligations under this Agreement and fails to remedy such default within sixty (60) days of service of written notice specifying the default and requiring its rectification; or
- (b) by mutual agreement of the Parties after serving on the other Party a written notice of thirty (30) days; or
- (c) the other Party becomes insolvent or ceases to carry on business; or
- (d) the occurrence or failure to occur of any other event, as a result of which it is or becomes unlawful or impossible to carry on the Development.

39.2 NHC shall be entitled to terminate the Agreement if the Joint Venture Partner:

- (a) fails to maintain and replenish the Performance Security as per **Article XXV** of the Agreement; or
- (b) abandons the Joint Venture Project or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Agreement; or
- (c) Fails to undertake the Joint Venture Project contrary to the Approved Documents, rules and regulations of the Country; or
- (d) Joint Venture Partner fails to submit evidence that financial arrangements have been made and are to be maintained to enable the Joint Venture Partner to finance development of the Joint Venture Project.
- (e) Assigns this Agreement without consent of NHC; or
- (f) Fails to complete the Joint Venture Project by the Completion Date; or
- (g) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable Laws) has similar effect to any of these acts or event;
- (h) If NHC determines that the Joint Venture Partner has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Agreement, then NHC may, after giving 14 days notice to the Joint Venture Partner, terminate the Joint Venture Partner's engagement under the Agreement.

ARTICLE XL: CONSEQUENCES OF TERMINATION

40.1 Termination of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination,

including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

- 40.2 Where termination is as a result of non-observance or performance by the Joint Venture Partner of its obligations under the Agreement, NHC shall have the right to take over without any notice and complete the Joint Venture Project in the time and manner it shall deem fit. In this case the cost of construction already expended by the Joint Venture Partner shall be ascertained by a Government Chief Valuer and this cost shall constitute its shares in the Joint venture Project.
- 40.3 Upon termination of the Agreement (howsoever occurring), the Joint Venture Partner shall immediately remove any equipment, materials or documents belonging to it that is situated at the Joint Venture Land and, if it shall fail to do so, NHC may remove and store the equipment, materials or documents and the Joint Venture Partner shall indemnify NHC against all costs, losses and expenses incurred in such removal and storage.

ARTICLE XLI: FORCE MAJEURE

41.1 In this Clause, "*Force Majeure*" means an exceptional event or circumstance:

- (a) which is beyond Parties' control;
- (b) which such Party could not reasonably foresee before entering into the Agreement;
- (c) which, having arisen, such party could not reasonably have avoided or overcome; and
- (d) which is not substantially attributable to either Party.

41.2 Force Majeure may include, but not limited to, exceptional events or circumstances of the kind listed below, so long as conditions provided hereinabove are satisfied:

- (a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies;
- (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war;
- (c) riot, commotion, disorder, strike or lockout by persons other than the Joint Venture Partner's personnel and other employees of the Joint Venture Partner and Sub-Contractors;
- (d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Joint Venture Partner's use of such munitions, explosives, radiation or radio-activity; and
- (e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

41.3 If a party is or will be prevented from performing any of its obligations under the Agreement by an event of *Force Majeure*, then it shall give notice to the other party of the event or circumstances constituting the *Force Majeure* and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within fourteen (14) days after the party became aware, or should have become aware, of the relevant event or circumstance constituting *Force Majeure*.

41.4 The party shall, having given notice, be excused performance of such obligations for so long as such *Force Majeure* prevents it from performing them.

41.5 Each Party shall at times use all reasonable endeavours to minimize any delay in the performance of the Agreement as a result of *Force Majeure*. A Party shall give notice to the other party when it ceases to be affected by the *Force Majeure*.

41.6 If the Joint Venture Partner is prevented from performing any of his obligations under the Agreement by *Force Majeure* of which notice has been given, and the Joint Venture Partner suffers delay and/or incurs cost by reason of such *Force*

Majeure, the Joint Venture Partner shall be entitled to an extension of time for any such delay, if completion is or will be delayed.

- 41.7 Notwithstanding any other provision of this Article, if any event or circumstance outside the control of the Parties (including, but not limited to, *Force Majeure*) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Agreement, entitles the Parties to be released from further performance of the Agreement, then upon notice by either Party to the other Party of such event or circumstance the Parties shall be discharged from the further performance.

ARTICLE XLII: RIGHT OF NHC TO USE DOCUMENTS AND INTELLECTUAL PROPERTY PREPARED BY THE JOINT VENTURE PARTNER

- 42.1 All intellectual property, including but not limited to copyright, patents and industrial designs, and including without limiting the generality of the foregoing the Joint Venture Partner's designs and all other plans, drawings and designs created by the Joint Venture Partner or its subcontractors in relation to the Agreement, arising from or in relation to the Joint Venture Partner's proposal or the Joint Venture Partner's performance of this Agreement (collectively, the "**Intellectual Property**"), shall jointly be owned by NHC and the Joint Venture Partner.
- 42.2 The NHC shall have a right to use all plans, drawings, specifications, designs, technology(ies), reports, other documents and software prepared by the Joint Venture Partner under the Agreement, and the Joint Venture Partner shall, not later than upon termination or expiration of the Agreement, deliver all copies of such documents to the NHC.

ARTICLE XLIII: Fraud and Corruption

If NHC determines that the Joint Venture Partner has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing this Agreement, then NHC may, after giving 14 days' notice to the Joint Venture Partner, terminate the Joint Venture Partner's engagement under this Agreement. For the purposes of this Clause:

- (a) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of public official in the execution of the Agreement;
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence the execution of the Agreement;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm directly or indirectly, any party or the property of the party for the purpose of influencing improperly the action or that party in furtherance of corrupt practice or fraudulent practice;
- (d) "collusive practices" means impairing or harming, or threatening to impair or harm directly or indirectly, any part or the property of the party in furtherance of a corrupt practice or a fraudulent practice; and
- (e) "obstructive practice" means acts intended to materially impede access to required information.

ARTICLE XLIV: CONFIDENTIALITY

44.1 For the purpose of this Agreement, Confidential Information means:

- (a) information (however it is conveyed or on whatever media it is stored) the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, commercially sensitive intellectual property rights and know-how of either Party, including all personal data and sensitive personal data; or
- (b) any other information (however it is conveyed or on whatever media it is stored) which may fall within the definition of "confidential information".

44.2 Each Party, their employees, sub-contractors, consultants and agents, shall keep confidential any information of a confidential nature relating to the Joint Venture Project and shall not make any public announcement or other disclosure in any manner whether by itself its servants or agents, representatives, attorneys or advisors, without the consent of the other Party. Each party shall take the necessary steps to safeguard confidential information and ensure that material obtained in connection with this agreement are

disclosed only to authorized persons who need to know such information for purposes of performing their duties.

44.3 However, no Party shall be obligated to keep in confidence or shall incur any liability for disclosure of information which:

- (a) was already in the public domain;
- (b) is required to be disclosed pursuant to applicable laws or pursuant to policies or regulations of any governmental or other regulatory authority having jurisdiction over a Party;
- (c) is required to be disclosed in any adjudication, arbitration, legal proceeding or by a court or other authority of competent jurisdiction; or
- (d) in the case only of this Agreement and the documents and agreements completed or referred to herein is disclosed to the lawyers, auditors, insurers, bankers or other professional advisors of a party.

ARTICLE XLV: JOINT AND SEVERAL

If the Joint Venture Partner constitutes (under applicable Laws) a joint venture or consortium:

- (a) shall be deemed to be jointly and severally liable to NHC for the performance of the Agreement;
- (b) these persons shall notify NHC of their leader who shall have authority to bind each of these persons; and
- (c) the Joint Venture Partner shall not alter its composition or legal status without the prior consent of NHC.

ARTICLE XLVI: AGENCY

Save as provided in the Agreement, nothing shall give rise to an agency relationship between the Parties hereto or entitle any Party to make any representations or warranties on behalf of the other Party (save to confirm or communicate any terms

conditions or information contained in the Agreement) or enter into legally binding obligations, or pledge the credit of the other Party.

ARTICLE XLVII: VARIATIONS

47.1 Any variations to the Agreement shall be agreed and amended by the Parties provided that such variations are approved by the respective authority.

47.2 All variations to the Agreement shall be binding only if in writing, signed by duly authorised representatives of each of the Parties.

ARTICLE XLVIII: ENTIRE AGREEMENT

This Agreement, including the Recitals, the Schedules and the Annexures attached to this Agreement, represents the entire agreement between the Parties in relation to the subject matter thereof and supersedes any or all previous agreements, communications or arrangements, whether oral or written, between the Parties.

ARTICLE XLIX: SEVERABILITY

If any part or parts of the Agreement are agreed by the Parties or declared by any competent tribunal to be invalid, the other parts shall remain valid and enforceable.

ARTICLE L: NON-WAIVER

50.1 None of the provisions of the Agreement shall be deemed waived by either Party except when such waiver is given in writing.

50.2 The failure by either Party to insist upon strict performance of any of the provisions of the Agreement or to take advantage of any of its rights under the Agreement shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future.

ARTICLE LI: ASSIGNMENT

Except as expressly permitted in this Agreement, no Party shall assign or transfer or delegate or purport to assign or transfer or delegate any of its rights or obligations under this Agreement, without the consent in writing of the other Party.

ARTICLE LII: COSTS AND EXPENSES

Each Party shall pay its own costs and expenses in connection with the negotiation, preparation and implementation of the Agreement and the transactions contemplated herein including the performance by each Party of its obligations under the Agreement.

ARTICLE LIII: DISPUTE RESOLUTION

53.1 If any dispute arises out of or in connection with the Agreement, a Party shall give a written notice of fourteen (14) days to the other Party. The Parties shall meet promptly following the notice and in good faith attempt to reach an amicable settlement through mutual consultation and negotiation.

53.2 In the event that the Parties do not amicably resolve a dispute within thirty (30) days of notice of the dispute, either Party may refer the dispute to an agreed mediator in accordance with Arbitration Act and its Regulations of 2020.

53.3 In the event that the Mediator fails to resolve the dispute, the matter shall be referred to the agreed Arbitrator in accordance with Arbitration Act and its Regulations of 2020. The decision of the Arbitrator shall be binding final and conclusive.

53.4 The proceedings shall take place in the area of project implementation

53.5 All proceedings shall be conducted in English, however the Parties may agree on any other language to be used.

53.6 For the avoidance of doubt, the Parties obligation to perform this Agreement shall continue on the matter which is not related to the dispute.

ARTICLE LIV: COUNTERPARTS

The Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. In making proof of the Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by each of the Parties hereto.

ARTICLE LV: APPLICABLE LAWS

This Agreement shall be governed by and construed pursuant to the Laws of Tanzania.

IN WITNESS WHEREOF, the parties thereto have caused this Agreement to be executed the day and year first before written;

SEALED with the COMMON SEAL of the said NATIONAL HOUSING CORPORATION and delivered in the presence of us:



SEAL

FULL NAME: Hamad Abdallah

SIGNATURE: [Signature]

ADDRESS: 2422 Dodome.

QUALIFICATION: **Director General**

FULL NAME: Sarah Thomas Nassau

SIGNATURE: [Signature]

ADDRESS: 2422, Dodome

QUALIFICATION: **Corporation Secretary**

SEALED/STAMPED with the COMMON SEAL/STAMP of the said NASRA ESTATES COMPANY LIMITED and delivered in the presence of us:

SEAL

FULL NAME: MIRE ARTAN ISMAIL

SIGNATURE: [Signature]

ADDRESS: P.O. BOX 7494 DSM

QUALIFICATION: **Director**

FULL NAME: Said Mire Arkan

SIGNATURE: [Signature]

ADDRESS: P.O. Box 7494 DSM

QUALIFICATION: **Director/Corporation Secretary**

[Handwritten marks]

Section 1: Minutes of Negotiation

MINUTES OF NEGOTIATION MEETING BETWEEN NATIONAL HOUSING CORPORATION AND NASRA ESTATE COMPANY LIMITED HELD ON 18TH JULY, 2023 AT KAMBARAGE HOUSE, DAR ES SALAAM

ATTENDANCE

NATIONAL HOUSING CORPORATION

No.	Name	Position
1.	Sarah Massamu	Chairperson
2.	Adolph Kasegenya	Member
3.	Margaret Ezekiel	Member
4.	Elias Msese	Member
5.	Edna Rukumbelwa	Secretariat
6.	Florah Mlagala	Secretariat
7.	Benedict Sananga	Secretariat
8.	Arafa Kikwete	Secretariat

NASRA ESTATE COMPANY LIMITED

No.	Name	Position
1.	Mire Artan Ismail	Managing Director
2.	Ismail Mire Artan	Director
3.	Libaan H. Yasir	Architect
4.	Alfred F. Mtawa	Advocate

1.0 Opening of the Meeting

The Chairperson called the meeting to order at 10:00am.

The Chairperson thanked members for attending the meeting noting that the purpose of the meeting was to discuss the agenda items proposed by NHC in its letter to Nasra Estate Company Limited dated 3rd May 2023.

2.0 Agenda of the Meeting

1. Discussion on the findings of the due diligence exercise for the potential Joint Venture Partner.
2. Confirmation of the Concept Design in respect of the proposed Joint Venture Project.
3. Confirmation of the project cost in respect of the proposed Joint Venture Project.
4. Project implementation plan (duration) in respect of the proposed Joint Venture Project.
5. Terms and Conditions of the Joint Venture Agreement in respect of the proposed Joint Venture Project.

6. Confirmation of the financial capacity by Nasra Estates Company Limited to implement the project.
7. Any Other Business (AOB).

1.0 Discussion on the findings of the due diligence exercise for the potential Joint Venture Partners.

NHC informed members of the meeting that as part of the application process the Corporation conducted legal due diligence on Nasra Estate Company Limited (Nasra Estate) to determine the current legal and corporate standing of the Company and the findings of such exercise appear to indicate that Nasra Estates is a Tanzanian Company fully registered under the Tanzanian Laws and that the Company appears to have good corporate standing. NHC informed Nasra Estates that, following completion of the legal due diligence exercise the next stage would involve NHC paying a visit at the registered offices of Nasra Estates for purposes of confirming the existence of such offices. The visit would entail NHC also meeting the shareholders and directors of the Company. Nasra Estates confirmed that it had no objection of such visit.

2.0 Confirmation of the Concept Designs.

NHC informed the meeting that the submitted concept design for the proposed project was reviewed and accepted by the Corporation and approved by the Board for the development of a 10 storey mix uses building which will include shops on the basement, ground and first floor, parking, stores and residential apartments. However, Nasra Estates informed the meeting that there will be some minor changes including replacing some apartments with stores.

NHC responded that the storage facilities should be designed to accommodate future changes of the use into residential that is provisions of services/infrastructures such as clean and waste water.

The meeting also discussed and agreed that NHC will share the survey plan for the project site to allow correct design of the proposed building.

3.0 Confirmation of the project cost.

The meeting agreed discussed and agreed that a detailed BoQ will be prepared by Nasra Estates based on detailed architectural drawings, structural and service

drawings and both the BoQ and the detailed drawings including the specifications will form part of the Joint Venture Agreement.

4.0 Project implementation plan (duration).

Nasra Estates proposed informed the meeting that they plan to implement the project for a period of 7 years. NHC responded that the proposed time is too long and unacceptable as it will have great financial impact to the Corporation which is currently generating revenue from the existing four buildings.

It was agreed that Nasra will submit to NHC a proposed project implementation plan (program of work) with key milestones and timelines upon confirmation of the project scope. The Plan has to be realistic and reasonable considering the fact that NHC will be foregoing rental revenue currently collected from the existing four buildings during the construction period. In no event it is expected that the construction of the project would take a period of more than 24 months. Any project of more than 24 months may pose a risk of such project not being commercially viable for NHC. It was agreed that the implementation timeline/program will form part of the Agreement.

5.0 Terms and Conditions of the Joint Venture Agreement.

NHC informed the members of the meeting that preparation of the JV Agreement has been completed and will be shared with Nasra Estates for their review and inputs. Following completion of the review by Nasra Estates, the same will be submitted to the office of Attorney General for final vetting before signing.

6.0 Confirmation of the financial capacity to implement the project.

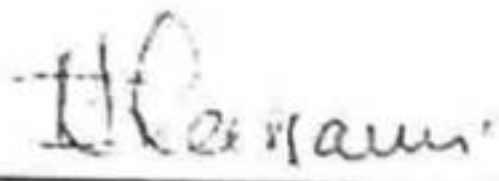
NHC noted that, it had undertaken an evaluation of the financial capacity of Nasra Estates to implement the joint venture project by reviewing Nasra Estates' financial statements together with having received confirmation from banking institutions of Nasra Estates' Credit worthiness. However, NHC inquired Nasra Estates to re-confirm in the meeting on what Nasra Estates financing plan for undertaking the project would be.

Nasra responded to have the financial capacity to implement the project through the agreed timeframe and that the project will be financed through equity from their existing business portfolio and loan from bank. NHC insisted that prior demolition of the existing buildings or project commencement, the Corporation will require assurance of the project funding.

7.0 Adjournment of the Meeting

Having no Any Other Business, the meeting was adjourned at 11:00am.

Signed by



Sarah Massamu-NHC

18.8.2023
Date



Mire Artan Ismail – Nasra Estates Company Ltd

18.8.2023
Date

Section 2: Special Power of Attorney

Section 3: Schematic Drawings

STANDARD POWER OF ATTORNEY

TO ALL IT MAY CONCERN

THAT BY THIS POWER OF ATTORNEY given on the 5th day of June 2023, WE the undersigned Nasra Estates Company Limited of P.O. Box 7494 Dar-es-Salaam, by virtue of authority conferred to us by the Board Resolution dated 10th day of May 2023, do hereby ordain nominate and appoint Mire Artan Ismail of P.O. Box 7494 Dar-es-Salaam, to be our true lawful Attorney and Agent, with full power and authority, for us and in our names, and for our accounts and benefits, to do any, or all of the following acts

To act for the company and do any other thing or things incidental for representation, negotiation and execution of intended joint venture project situated at plot no. 9/15, 10/15, 11/15, and 12/15 Tandanti street, Kariakoo Area, Dar es Salaam.

AND provided always that this Power of Attorney shall not revoke or in any manner affect any future power of attorney given to any other person or persons for such other power or powers shall remain and be of the same force and affect as if this deed has not been executed.

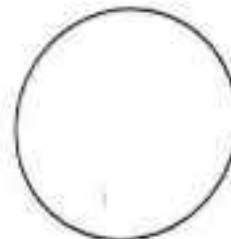
AND we hereby undertake to ratify everything, which our Attorney or any substitute or substitutes or agent or agents appointed by him under this power on his behalf herein before contained shall do or purport to do in virtue of this Power of Attorney.

SEALED with the common seal of the said Nasra Estates Company Limited and delivered in the presence of us this 5th day of June 2023.

IN WITNESS whereof we have signed this deed on this 5th day of June 2023 at Dar-Es-Salaam for and on behalf of Nasra Estates Company Limited

SIGNED, SEALED and DELIVERED with the
Common Seal of Nasra Estates Company
Limited This 5th day of June 2023

Name: Ismail Mire Artan
Signature: [Signature]
Position: Director



BEFORE ME:

[Signature]
COMMISSIONER FOR OATHS



[Handwritten initials]

ACKNOWLEDGEMENT

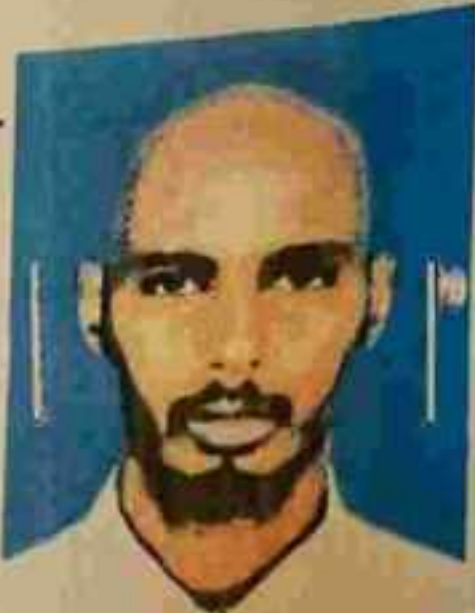
I, Mire Artan Ismail, do hereby acknowledge and accept to be Attorney of the said Nasra Estates Company Limited under the terms and conditions contained in this POWER OF ATTORNEY and I promise to perform and discharge my duties as the lawfully appointed Attorney faithfully and honestly.

SIGNED AND DELIVERED
by the said, Mire Artan Ismail
who is known to me personally
This 5th day of June 2023



Mire Artan Ismail

DONEE



BEFORE ME

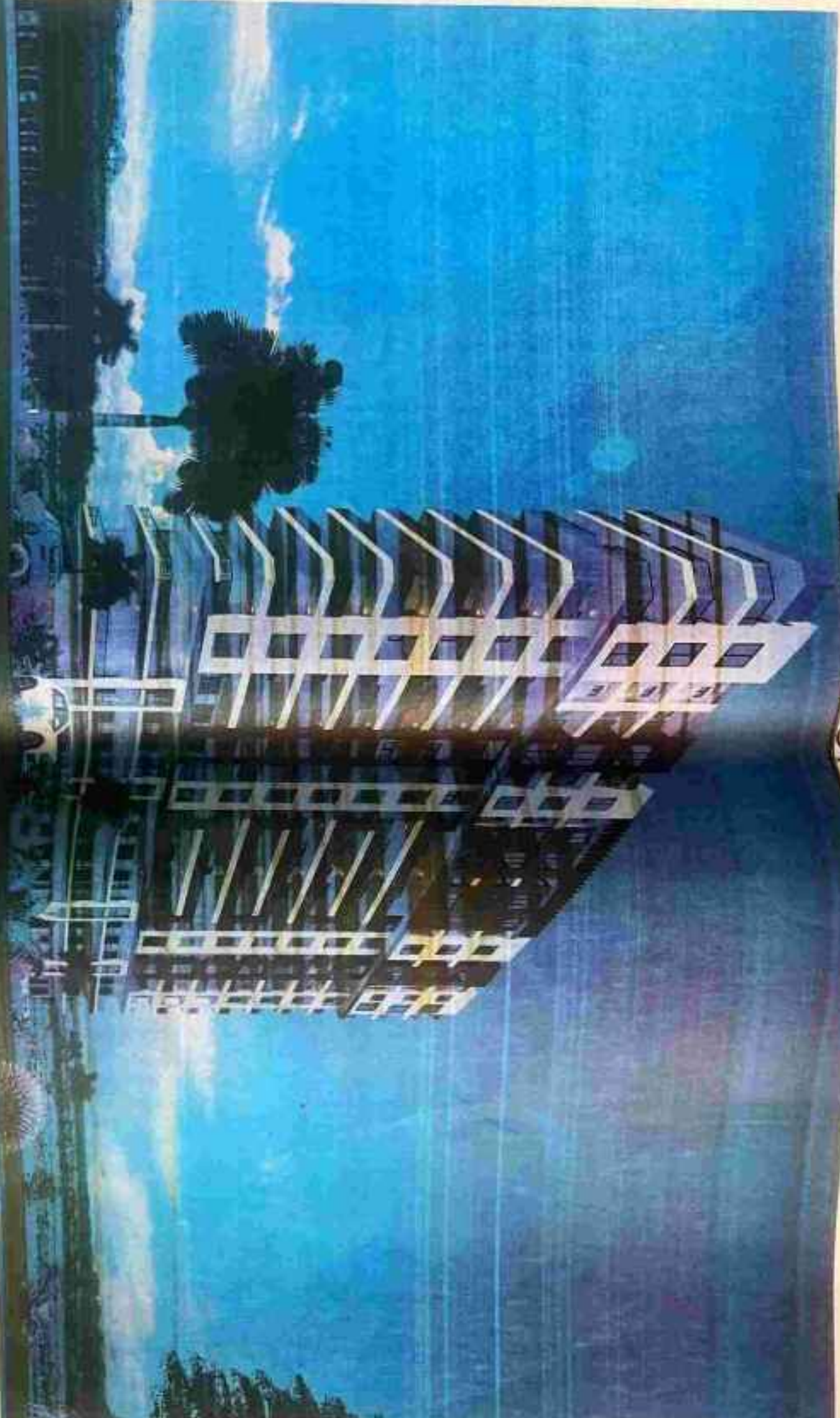
Frederick

COMMISSIONER FOR OATHS



Handwritten initials or marks at the bottom right corner.

DESIGN PROPOSAL

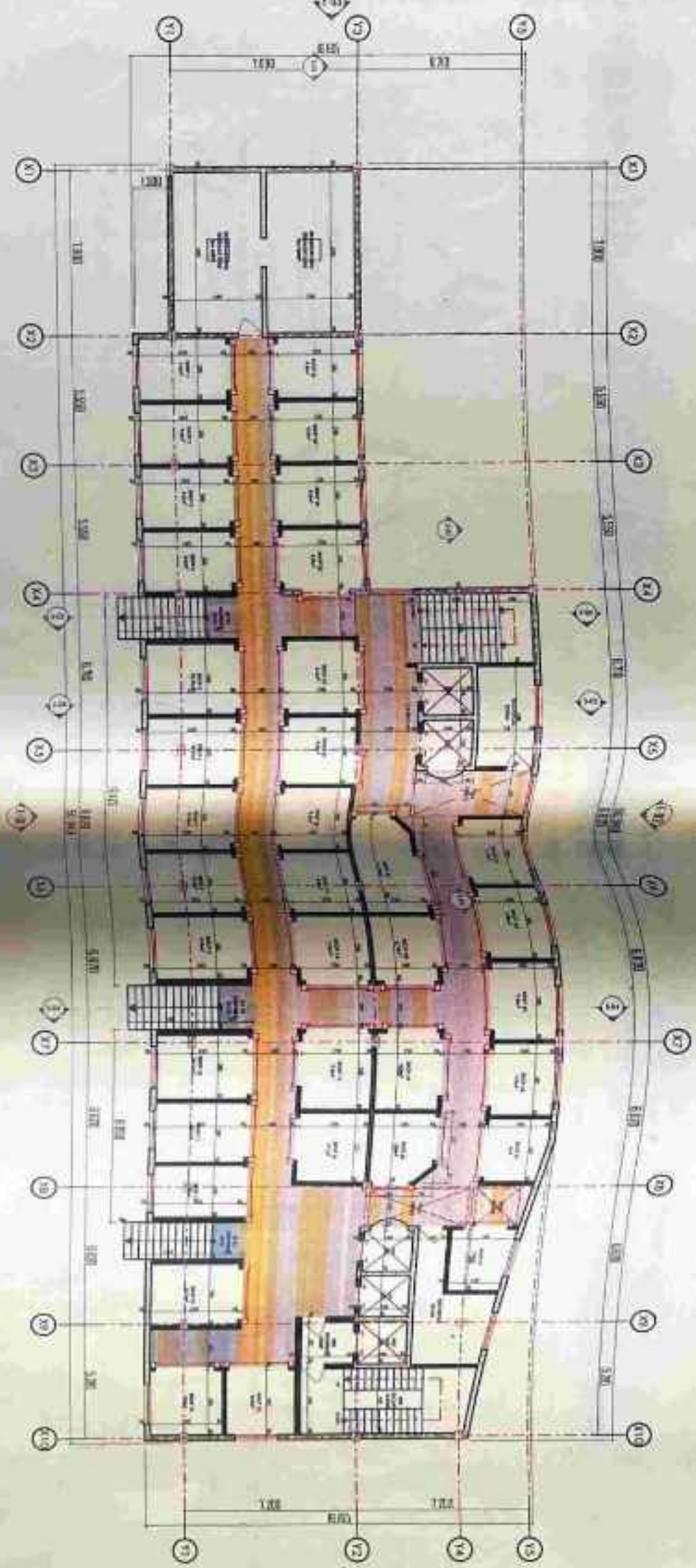


PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15.10/15.11/15.12/15 CONGO AND TANDAMTI STREET
KARIAKOO AREA ILALA MUNICIPALITY, DAR ES SALAAM

NASRA ESTATE COMPANY LTD
P.O.BOX 7494
DAR ES SALAAM

JV

NHC
P.O.BOX 2977
DAR ES SALAAM



BASEMENT FLOOR PLAN
SHOPS
AREA 746 SQM

Revision / issue	
Date	Remarks
01	
02	
03	

Client:
 KEDAH STRAIT TRADING LTD
 P. O. BOX 2916, TANJUNGPINANG
 07100
 KEDAH

Project:
 PROPOSED COMMERCIAL/RESIDENTIAL
 BUILDING AT PLOT NO. 2/15, LOT 2/15 AND
 2/16 CONDOMINIUM TANGKAMPAN SHIPYARD
 KAMPANGSARU AREA, TANGKAMPAN MUNICIPALITY,
 GURUPES SELATAN

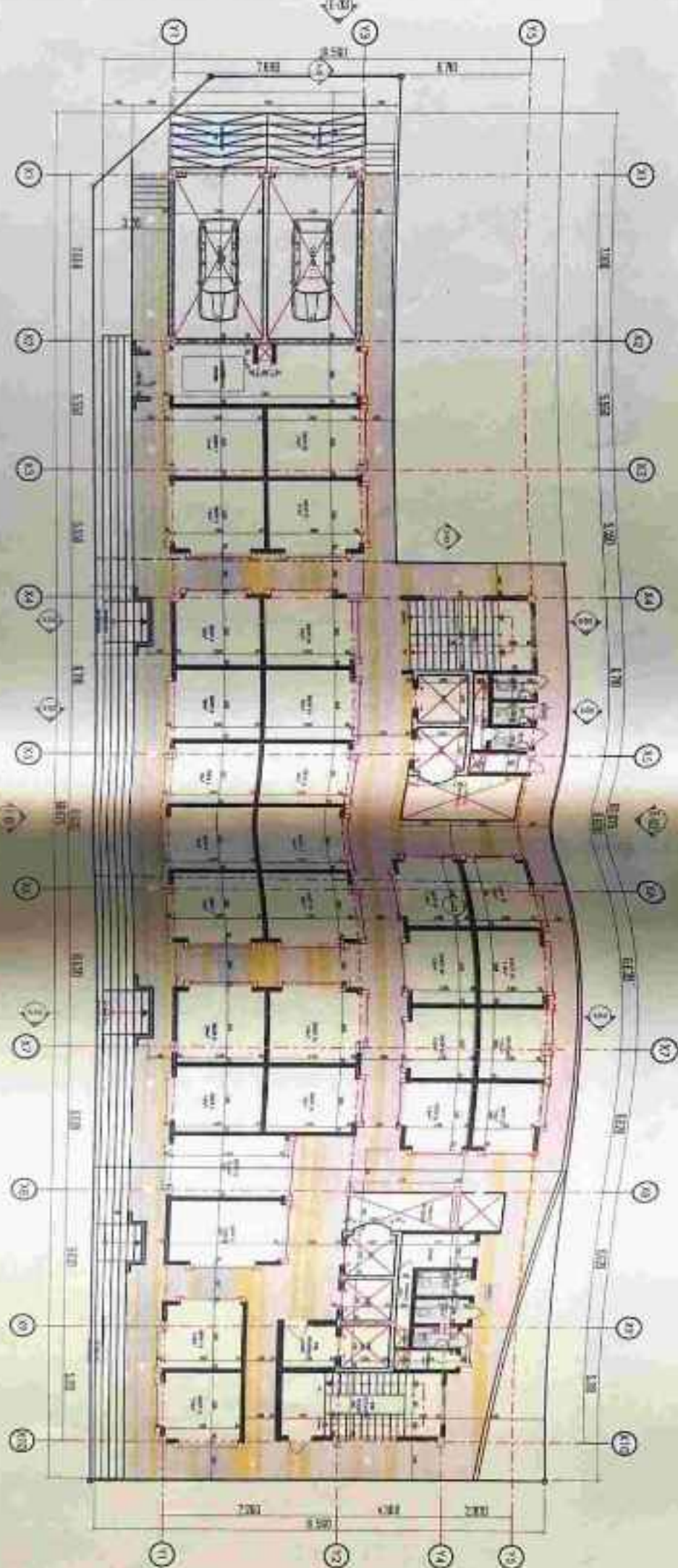


Drawn by:
BASEMENT FLOOR PLAN

SHEET NO.: A-02

Designed by: IZZAH K. YUSOF
Checked by: IZZAH K. YUSOF

Drawn by: AMIRU KHAWAT HUSNATI
DATE: 18 / 09 / 2023



GROUND FLOOR PLAN
SHOP'S
AREA 725 ROOM

Revisions / Issues	
No.	Date
02	
01	

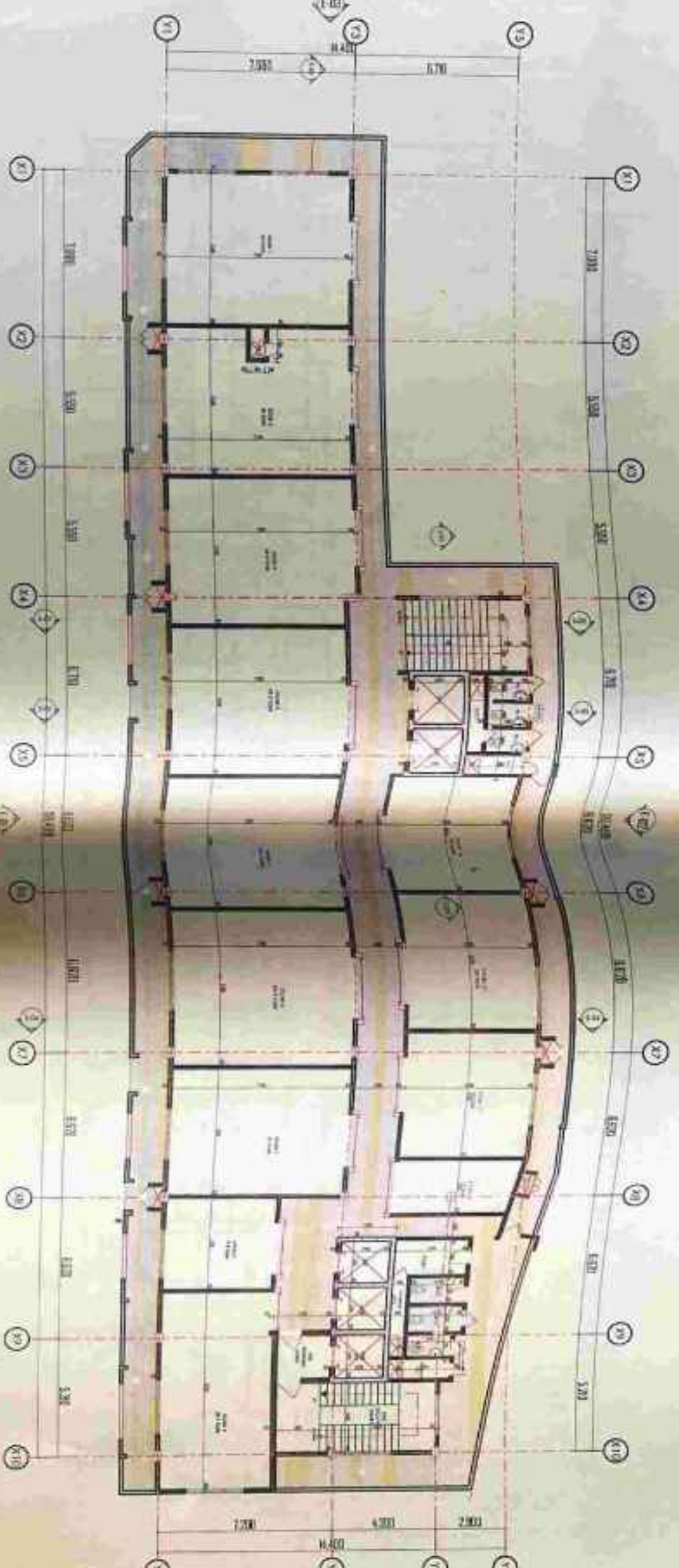
Client:
 HADJIKRISTOFOROU LTD.
 P.O. BOX 1924, SAIF ISMAILIAH
 SAIF
 P.O. BOX 2077, SAIF ISMAILIAH

Project:
 PROPOSED COMMERCIAL/RESIDENTIAL
 BUILDING AT PLOT NO. 9/715, 9/715-414
 (27/5) ENROAD AND JAWHAR STREET,
 KANAKOD AREA, HALA HURHUR CITY
 DUBAI, U.A.E.



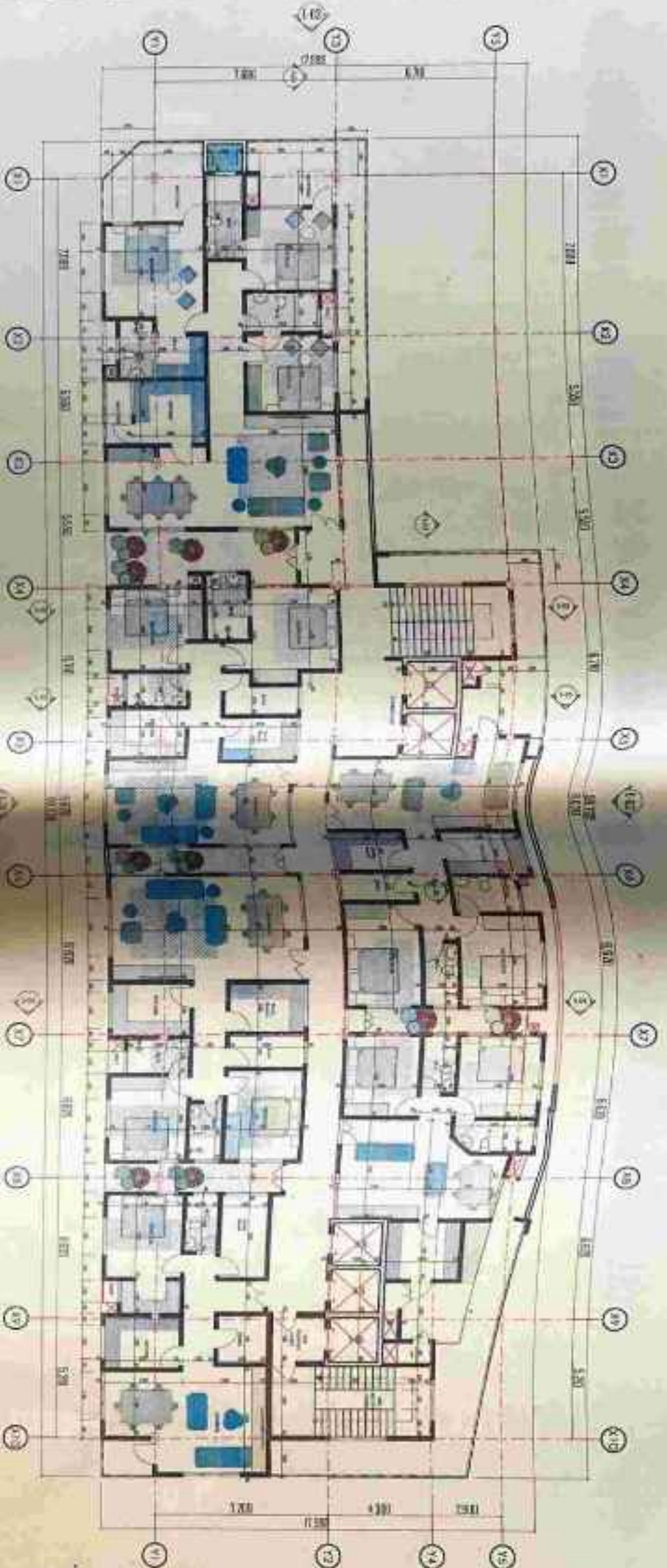
Drawing title	
GROUND FLOOR PLAN	
SHEET NO.	A-03
DATE:	
PROJECT:	

Designed by:	IBRAHIM YASIN	Drawn by:	AMINA NURUL HANAFI
Checked by:	IBRAHIM YASIN		
DATE: 11/09/2023		DATE: 11/09/2023	



SIXTH, SEVENTH, EIGHTH AND NINTH FLOOR
 PLAN STORAGE FACILITY.
 FLOOR AREA 950 SQM.

Revision / Issue		Client	Project		Drawing title: SIXTH TO NINTH FLOOR PLAN	Drawn by: ANITA RIZKI PRATIWI
Date	Remarks					
01.		RASDA ESTATE COMPANY LTD. P.O. BOX 7024 BARBERSHAM ANE P. 5. 103. 007 BARBERSHAM	PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO. 9/5, 10/5, 11/5 AND 12/5 CONDO AND TOWNSHIP SHEETS KAWARDED AREA, SIALA MUNICIPALITY BARBERSHAM	SHEET NO. A-06	DESIGNED BY: ISMAH H. YASIR	DRAWN BY: ANITA RIZKI PRATIWI
02.						
03.						
				DATE: 18 / 09 / 2023		UNITS: Millimeters



TENTH, ELEVENTH AND TWELFTH FLOOR
 6 APARTMENTS PER FLOOR,
 FLOOR AREA 651 SQ.M

Position / Issue		Date: WINDSTAR DEVELOPMENT P.O. BOX 7000, RACE POINT 081 T: 800 277 1423 FAX: 800 277 1423
Item	Remarks	
01		
02		
03		

Project:
 PROPOSED COMMERCIAL RESIDENTIAL
 BUILDING AT PLOT NO. 5/15, 16, 17 AND
 12/15 CORNER AND TANGIANGI CORNER
 KUALA LUMPUR, FEDERAL TERRITORY
 OF SELANGOR

Drawing title:
 TEN TO TWELFTH FLOOR PLAN

SHEET NO.: A-07

DATE: 18/09/2023

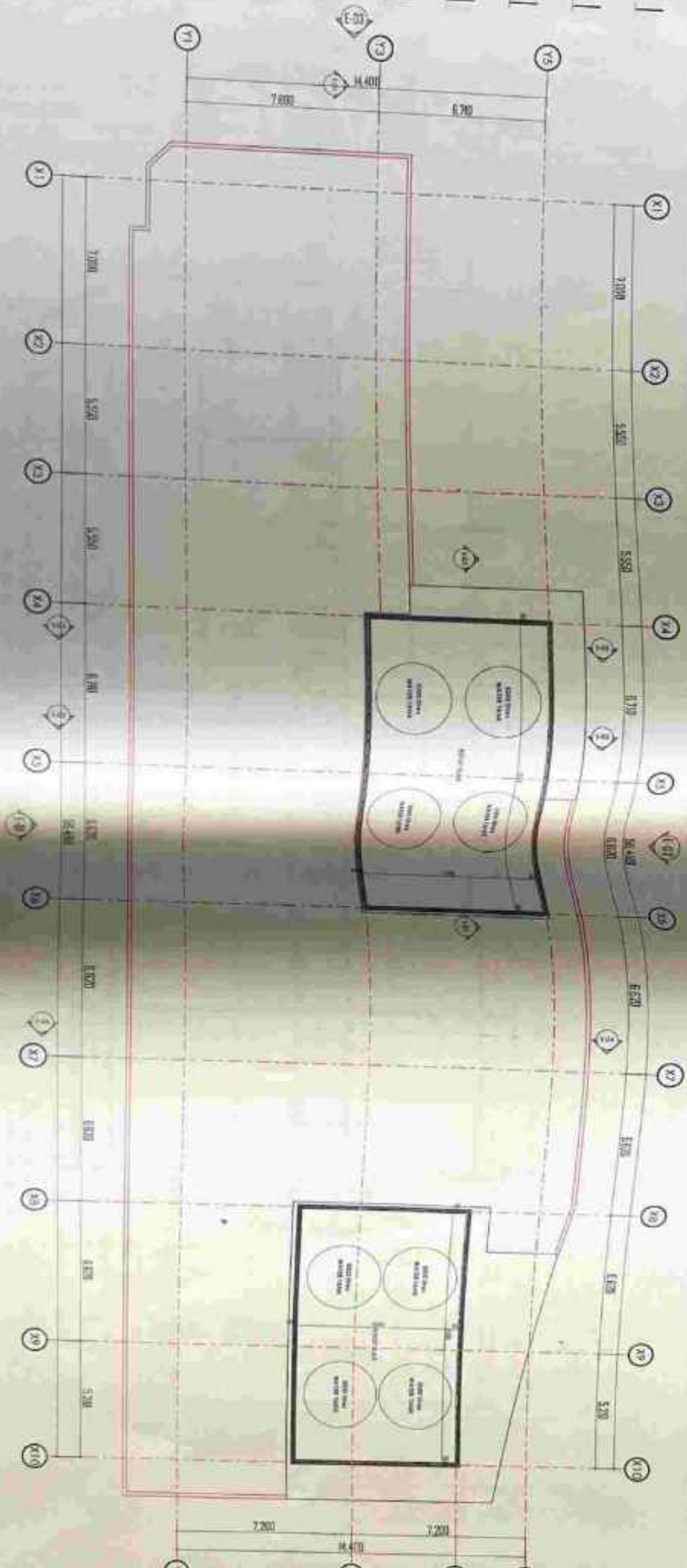
Designed by: IRENEE YAP
Checked by: IRENEE YAP

Drawn by: ANITA NGOW RICHARD
DATE: 18/09/2023

UNIT'S NUMBER:



14



Rev	Remarks
01	
02	
03	

Client:
 MIRA ESTATE DEVELOPER LTD
 P. 0. BOX 7494, DAR ES SALAAM
 TANZANIA

Project:
 PROPOSED COMMERCIAL/RESIDENTIAL
 BUILDING AT PLOT NO. 9/15, 10/15, 11/15 AND
 12/15 CORNER AND TANGANYIKA STREET
 KARIKORO AREA, ILALA MUNICIPALITY
 DAR ES SALAAM



Drawing title:
ROOF PLAN

Designed by: LISMAN H. YASIR
Drawn by: AMRITS MOYAT MURANGI
Checked by: LISMAN H. YASIR
UNITS: Millimeters

SHEET NO.: A-09

DATE: 18 / 09 / 2023

REVISION:

DATE: 18 / 09 / 2023

Client:
MARA ESTATE COMPANY LTD
P. 11, 1001, 1004, DAR ES SALAM
1/12

Project:
PROPOSED COMMERCIAL/RESIDENTIAL
BUILDING AT PLOT NO. 9/15, 10/15, 11/15 AND
12/15 CHONGI AND TANDAMITI STREETS
KARAKORO AREA ILALA MUNICIPALITY
DAR ES SALAM

9
NO. 9
PLOT NO. 9
KARAKORO AREA ILALA MUNICIPALITY
DAR ES SALAM



ARCHITECTURE & ENGINEERING
CONSULTANTS

Drawing title:
SECTION 04

SHEET NO.
A-10

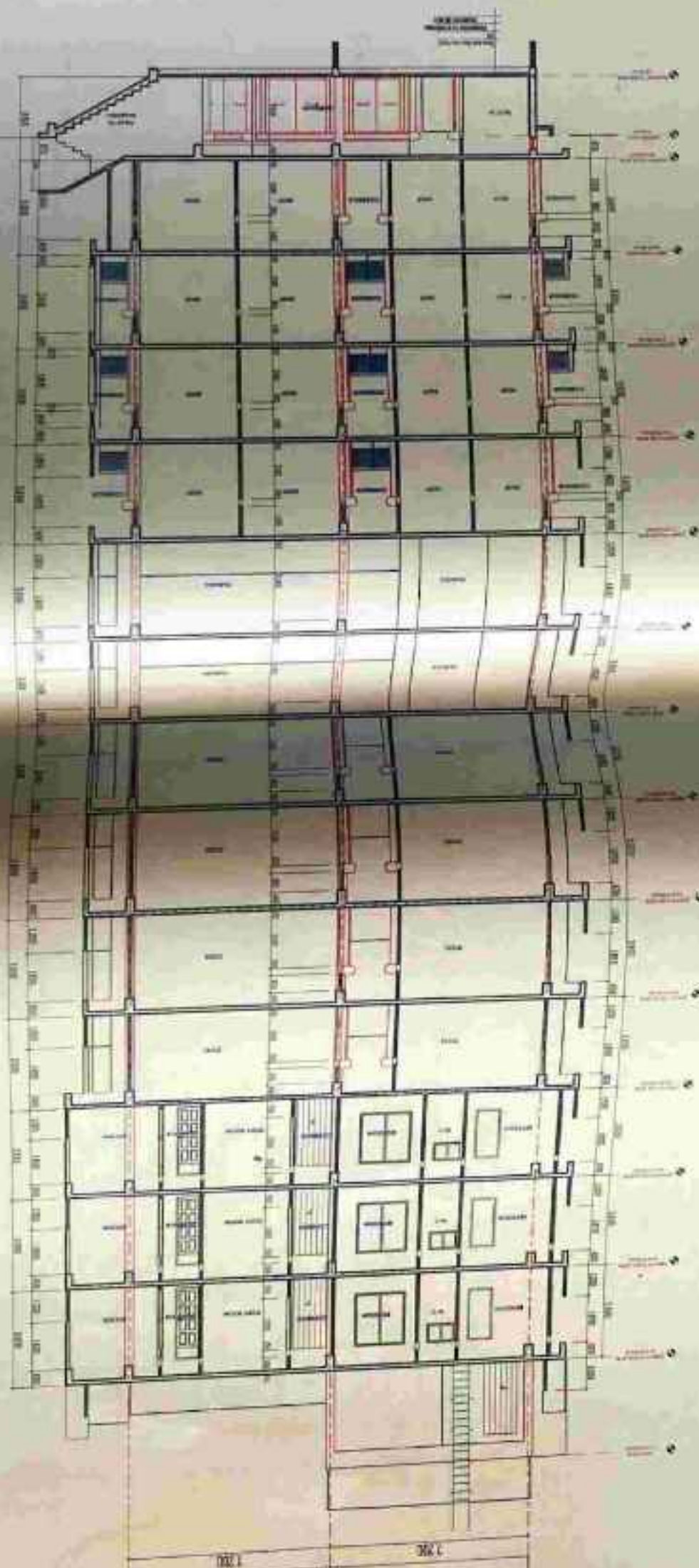
PLOT AREA

Designed by:
LIBAH N. YASIR

Checked by:
LIBAH N. YASIR

Drawn by:
KUTUBU M. MUMUKI

DATE: 10/08/2023



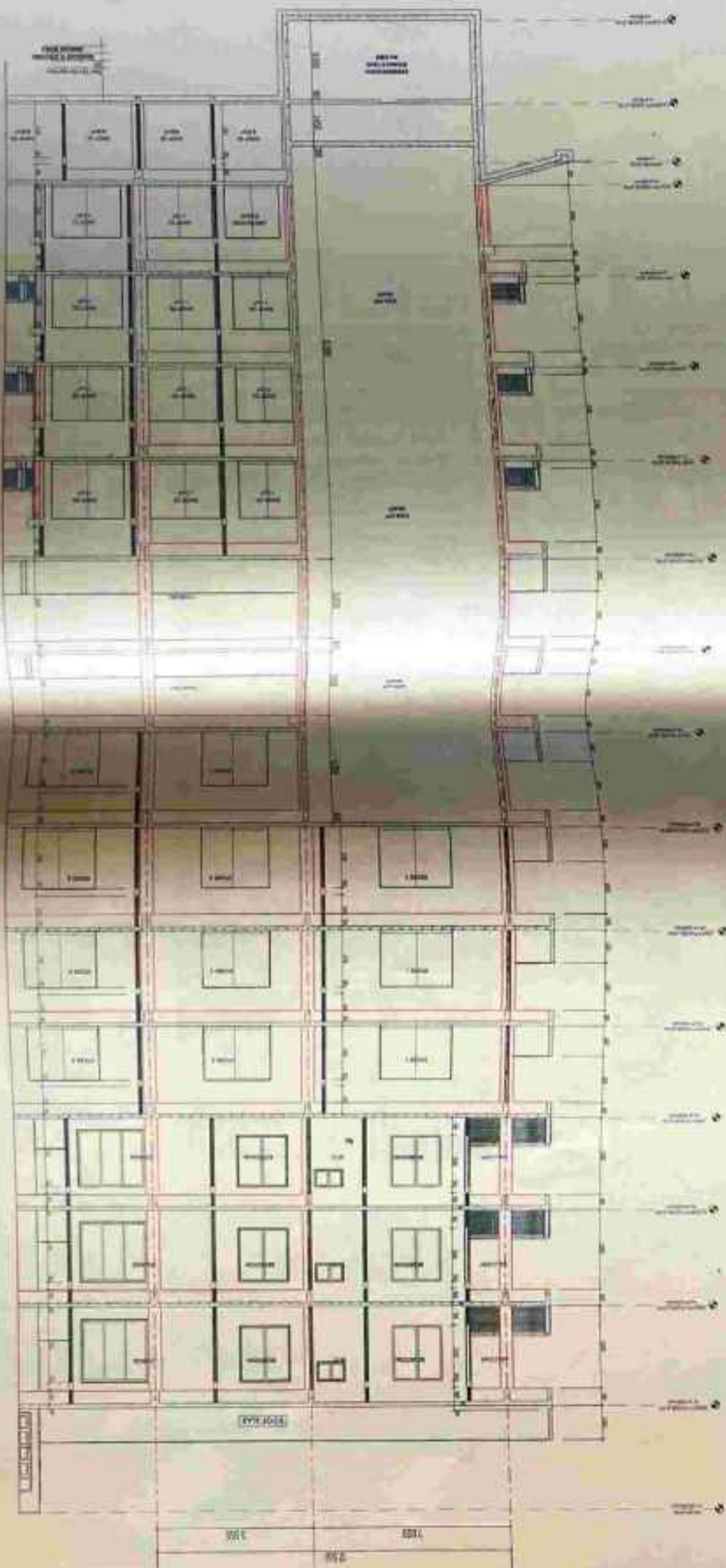
Project: MADA ESTATE COMPANY LTD
No. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

Project: PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO. 9/15, 10/15, 11/15 AND 12/15 CONDO AND TANGKAP STREETS, KAPITAN AREA, LAKA MUNICIPALITY, DABES SALAM



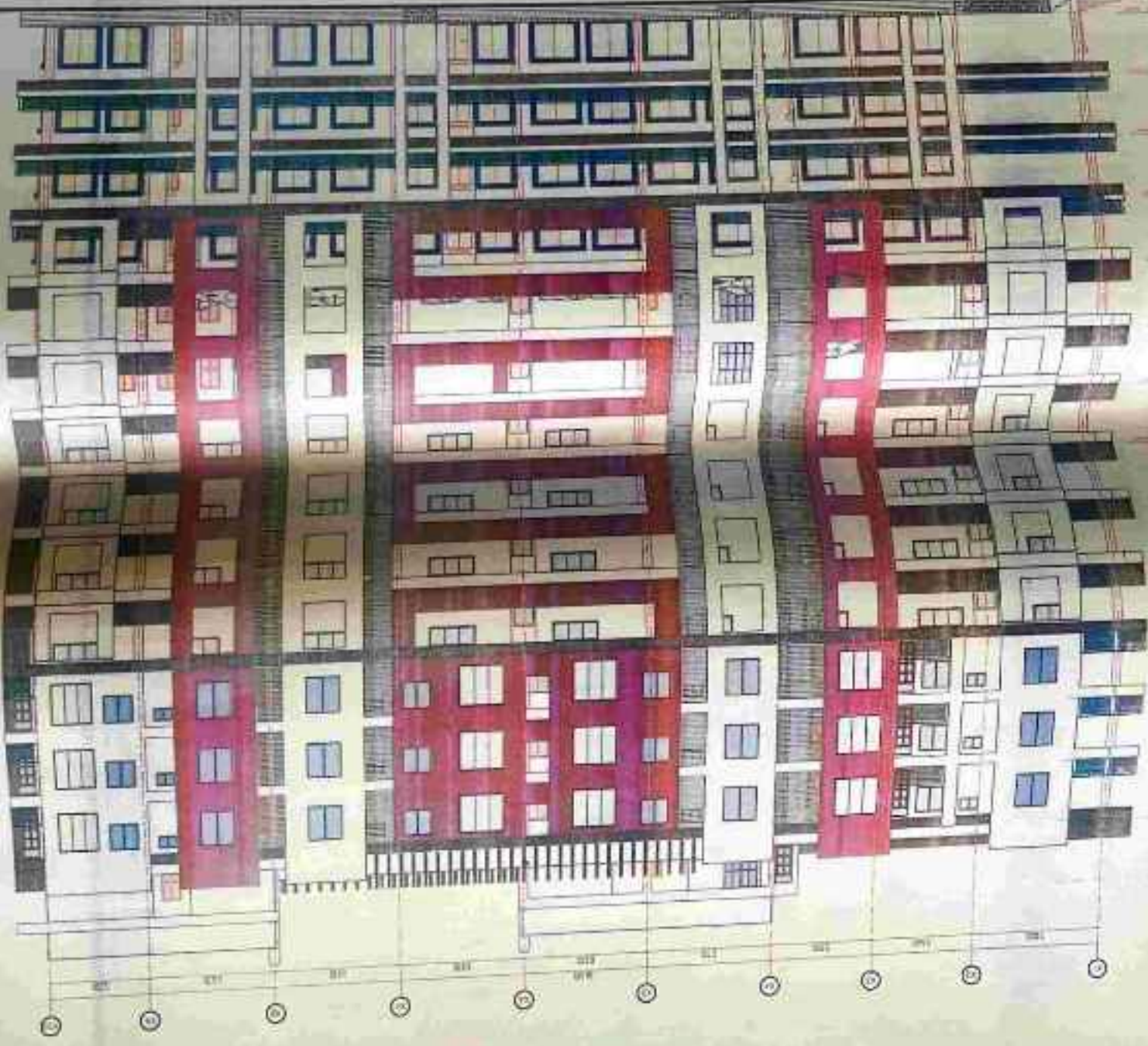
Drawing title: SECTION 01
SHEET NO. A-11
DATE: 10/10/2023

Checked by: LEYAN H. YANOR
Drawn by: ANTONIO M. BERNALDE
DATE: 10/10/2023



DATE: 18/08/2023		SHEET NO. A-12			PROJECT: PRESSED DOMESTIC/RESIDENTIAL BUILDING AT PLOT NO. 5/75, 6/75, 8/75 AND 9/75 CROSSING AND TANGHANI STREETS KARACHI WEST, PAKISTAN	DRAWN BY: SAAD KHAN CHECKED BY: SAAD KHAN	NO. OF SHEETS: 12 SHEET NO.: A-12	DRAWING TITLE: ELEVATION E-01	PROJECT NO.: P-23-001 SHEET NO.: A-12
DESIGNED BY: SAAD KHAN	CHECKED BY: SAAD KHAN	DATE: 18/08/2023	PROJECT NO.: P-23-001						

ELEVATION E-01



DATE: 11/05/2013		SHEET NO. A-13			PROJECT: PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO. 20/5, 21/5, 22/5 AND 23/5 CROSS AND TANDAN STREET, CANTON AREA (L&A) MUNICIPALITY, DAVAO DEL SUR.	DATE: 11/05/2013 NO. OF SHEETS: 13 SHEET NO. A-13
Drawn by: JAMES RIVERA	Checked by: JAMES RIVERA	ELEVATION E-02				

ELEVATION E-02



DATE: 18/01/2023
 UNITS: 1000
 Drawing Title: ELEVATION E-03 & E-04
 SHEET NO: A-14
 Drawing No: 1000
 Project: PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO. 5/15, H/S/15, H/S/15 AND 12/15, CHENNAI 600 015, TAMIL NADU, INDIA

DATE: 18/01/2023
 UNITS: 1000
 Drawing Title: ELEVATION E-03 & E-04
 SHEET NO: A-14
 Drawing No: 1000
 Project: PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO. 5/15, H/S/15, H/S/15 AND 12/15, CHENNAI 600 015, TAMIL NADU, INDIA



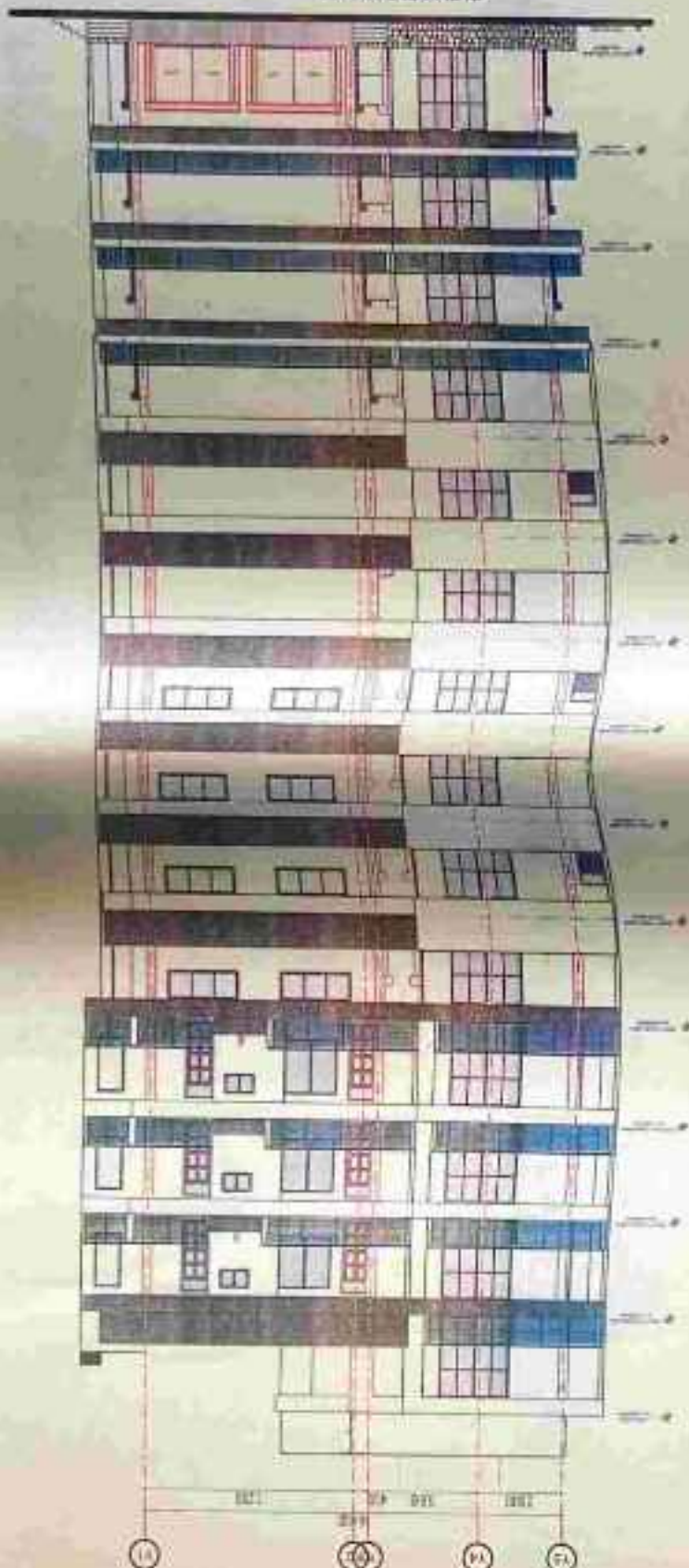
PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO. 5/15, H/S/15, H/S/15 AND 12/15, CHENNAI 600 015, TAMIL NADU, INDIA

DATE: 18/01/2023
 UNITS: 1000
 Drawing Title: ELEVATION E-03 & E-04
 SHEET NO: A-14
 Drawing No: 1000
 Project: PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO. 5/15, H/S/15, H/S/15 AND 12/15, CHENNAI 600 015, TAMIL NADU, INDIA

ELEVATION E-04



ELEVATION E-03





Dessign / name	
Shh	Exerch
01	
02	
03	
Desk KUALA LUMPUR 11, JALAN SRI HATI 50450	
Project : PROJEK TAMBAHAN UNIT BERSEKUTUAN ATAS UNIT 07/15 CONDO DAN TAMBAHAN UNIT BERSEKUTUAN ATAS UNIT 07/15	



 ARCHITECTURE & QUANTITY ESTIMATION
 11, JALAN SRI HATI, 50450 KUALA LUMPUR, MALAYSIA
 TEL: 03-2619 8888

Drawing for	
3D VIEWS	
DRAWN BY	A-15
DATE	01/10/2023

Designed by	Drawn by
LIAM H. YEOH	AMIRUL HAZWAN
Checked by	DATE
LIAM H. YEOH	01/10/2023

NASRA ESTATE COMPANY LTD
OF P.O.BOX 7494 DSM

JV

NHC OF P.O.BOX 2977 DSM

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO
9/15,10/15,11/15 AND 12/15 KONGO AND TANDANTI STREETS,
KARIAKOO DAR ES SALAAM

CONSTRUCTION ESTIMATE

JULY 2023

Handwritten signature or initials

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND 12/15
KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM

BILLS OF QUANTITIES

CONTENTS

Bill No.	1	PRELIMINARIES
Bill No.	2	MAIN BUILDING
Bill No.	3	PC AND PROVISIONAL SUMS

GENERAL SUMMARY

BILL NO. 1 - PRELIMINARIES
LUMP SUMMARY TO SUMMARY

AW ED

BILL NO. 1 PRELIMINARIES AND GENERAL CONDITIONS OF CONTRACT

ITEM	DESCRIPTION	AMOUNT
	<p>BILL NO. 1 - PRELIMINARIES</p> <p><u>PRELIMINARY PARTICULARS: PARTIES AND CONSULTANTS</u></p> <p><u>The Employer is:</u></p> <p>A NASRA ESTATE COMPANY LTD P.O.BOX 7494 DAR ES SALAAM - TANZANIA</p> <p><u>The Contractor is:</u></p> <p>B TO BE APPOINTED</p> <p><u>The Architect is:</u></p> <p>B TO BE APPOINTED</p> <p><u>The Quantity Surveyor is:</u></p> <p>C TO BE APPOINTED</p> <p><u>The Engineers are:</u></p> <p>D TO BE APPOINTED</p> <p><u>PRELIMINARY PARTICULARS: DESCRIPTION OF THE SITE</u></p> <p><u>Position of the Works and access thereto:</u></p> <p>E The site of the proposed Works is on Plot No. 65&66 mikocheni, Dar es Salaam</p> <p><u>PRELIMINARY PARTICULARS: PROJECT</u></p> <p>The project shall be known as:</p> <p>F PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND 12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM</p> <p>G <u>The Nature of the Works is as follows:</u></p> <p>Constructuion of reinforced concrete framed structure B+G+12 floor with blockworks, Timber door, aluminium glazing window, steel door , tiles finishes, sanitaries and electrical works, for storage, shops and residential purposes</p>	
	To collection	TSH

Handwritten signature

BILL NO. 2 - MAIN BUILDING

SM

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 2 - MOSQUE BLOCK</u>				
	<u>ELEMENT NO. 1- SUBSTRUCTURE (PROVISIONAL)</u>				
	<u>SITE CLEARANCE + DEMOLITION</u>				
A	Allow sum for site clearance including all necessary demolition to the existing structure, and disposal all debris	sum	1	10,000,000	10,000,000.00
	<u>EXCAVATIONS AND EARTHWORKS</u>				
B	Excavate basement pits to receive bases of stanchion or the like; starting at formation level and not exceeding 1.50 metres deep	CM	1,200	10,000	12,000,000.00
C	Ditto; over 1.5 not exceeding 3.00 metres deep	CM	1,200	10,000	12,000,000.00
D	Ditto; over 3.0 not exceeding 4.50 metres deep	CM	1,200	10,000	12,000,000.00
E	Extra over any kind of excavation for breaking up rocks and the like	CM	-	20,000	-
F	Earth backfilling, well rammed and consolidated around foundations	CM	90	3,000	270,000.00
G	Load up surplus excavated materials and remove from site	CM	3,510	10,000	35,100,000.00
	<u>Disposal of water</u>				
H	Allow for keeping excavations free from water (except spring or running water) by pumping, baling or other means necessary	Item	1	5,000,000	5,000,000.00
	<u>Planking and strutting</u>				
I	Allow for the provision and subsequent removal of planking and strutting to uphold and maintain all faces of excavations	Item	1	50,000,000	50,000,000.00
	<u>Soil sterilization / Anti-termite treatment; Gladiator TC; 1.0% solution</u>				
J	Anti-termite treatment at rate of 8 litres per linear metre per 300mm depth per 235mm width to backfilling to one side of wall foundations	LM	115	3,000	345,000.00
	<u>CONCRETE WORK</u>				
	<u>Plain concrete grade "15"</u>				
K	50mm thick blinding	SM	780	9,000	7,020,000.00
	<u>Reinforced concrete grade "30" including vibrating around reinforcement</u>				
L	Column	CM	21	370,000	7,770,000.00
M	Raft Foundation	CM	546	370,000	202,020,000.00
N	RC walls	CM	76	370,000	28,120,000.00
O	Suspended Ground slab	CM	117	370,000	43,290,000.00
P	Suspended Ground beam	CM	48	370,000	17,760,000.00
	TO COLLECTION			TSHS.	442,695,000.00
	Element No. 1-Substructure				

[Handwritten signature]

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND 12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM					BILL NO. 2
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Reinforcement, as described (provisional)</u> <u>High tensile hot rolled deformed steel bar reinforcement to BS</u>				
A	8 - 25mm diameter bars; steel of various sizes	Kg	109,080	3,300	359,964,000.00
	<u>Sawn formwork to</u>				
B	Vertical sides of foundations and the like	SM	81	22,000	1,782,000.00
C	Vertical sides of column	SM	172	22,000	3,784,000.00
D	Vertical sides and soffits of beams	SM	431	22,000	9,482,000.00
E	Soffits of suspended slab	SM	667	22,000	14,674,000.00
F	Vertical sides of walls	SM	759	22,000	16,698,000.00
	<u>WALLING</u>				
	<u>Blockwork: solid concrete blocks: BS 6073 type A; compressive strength 4.0N/sq.mm; in cement mortar (1:3); Note - Provide for Galvanized hoop iron wall ties built into alternate courses for walls abutting RC columns (wall ties NOT measured separately)</u>				
G	150mm Wall	SM	453	40,000	18,120,000.00
	<u>Thoroughly clean concrete surfaces to remove all types of dirt; fill all visible cracks, honeycombs and holes as per Krystol specifications No. 1; sand surfaces to smooth level, prepare and apply full coat of Krystol T1 and wait for three hours to harden then apply finishing coat of Krystol T2; protect and cure properly as per manufacturer's direction and Krystol specification</u>				
H	Work to retaining wall ; vertical externally	SM	380	90,000	34,200,000.00
I	Work to basement floor ; horizontal externally	SM	780	90,000	70,200,000.00
	TO COLLECTION Element No.1-Substructure			TSHS.	528,904,000.00
	COLLECTION: PAGE 2 / 1				442,695,000.00
	PAGE 2 / 2				528,904,000.00
	ELEMENT NO. 1 SUBSTRUCTURE Substructure			TSHS.	971,599,000.00

for

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>ELEMENT NO. 2 - FRAME</u>					
<u>Reinforced concrete grade "30" including vibrating around reinforcement</u>					
A	Column	CM	304	370,000	112,480,000.00
B	Horizontal beams	CM	658	370,000	243,460,000.00
C	150mm thick suspended slab	CM	1,890	370,000	699,300,000.00
D	230mm thick RC walls	CM	261	370,000	96,503,400.00
<u>Reinforcement, as described (provisional)</u>					
<u>High tensile hot rolled deformed steel bar reinforcement to BS</u>					
E	8 - 25mm diameter bars; steel of various sizes	Kg	463,520	3,300	1,529,616,000.00
<u>Sawn formwork to</u>					
F	Vertical sides of columns	SM	2,433	22,000	53,526,000.00
G	Vertical sides of walls	SM	2,268	22,000	49,896,000.00
H	Sides and soffits of horizontal beams	SM	5,850	22,000	128,700,000.00
I	Soffits of horizontal suspended slabs	SM	11,137	22,000	245,014,000.00
J	Edges of suspended slabs; 75 - 150mm; vertical	LM	1,495	6,000	8,970,000.00
<u>ELEMENT NO. 2 FRAME</u>					3,167,465,400.00
Frame					

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ELEMENT NO. 3 - STAIRS + RAMPS					
<u>Reinforced concrete grade "30" including vibrating around reinforcement</u>					
A	Landing beams	CM	5	370,000	1,850,000
B	150mm thick landing	CM	15	370,000	5,550,000
C	Steps and string	CM	63	370,000	23,310,000
<u>Reinforcement, as described (provisional)</u>					
<u>High tensile hot rolled deformed steel bar reinforcement to BS 4449:1997</u>					
D	8 - 25mm diameter bars; steel of various sizes	Kg	11,200	3,300	36,960,000
<u>Sawn formwork to</u>					
E	Sides and soffits of horizontal beams	SM	56	22,000	1,232,000
F	Soffits of horizontal suspended landing	SM	85	22,000	1,870,000
G	Soffits of slopping string	SM	298	22,000	6,556,000
H	Edges of suspended slab; 75 - 150mm; vertical	M	134	6,000	804,000
I	Edges of risers; 75 - 150mm; vertical	M	806	6,000	4,836,000
J	Edges of string; 300 mm maximum width; vertical; cutting to profile of steps	M	995	6,000	5,970,000
<u>Floor Finishes</u>					
<u>In-Situ finishings; cement and sand; screeded beds and backings; Mix (1:3);</u>					
K	38mm thick beds, to landing; level or to falls; to concrete base; over 300mm wide; to receive floor tiles	SM	85	10,000	850,000
L	38mm thick beds, to risers; level; to concrete base; 150mm high; to receive tiles	LM	806	1,500	1,209,000
M	38mm thick beds, to treads; level; to concrete base; 300mm wide; to receive tiles	LM	806	3,000	2,418,000
TO COLLECTION Element No. 3 - Stairs				TSHS.	93,415,000

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>In-situ finishings: internal, 12mm first coat of cement and sand (1:4) wood floated; and 3mm second coat of internal grade skim plaster steel trowelled finish; with Expamet G.1 Mesh at junctions of different finishes and over conduits and angle beads to all edges and corners to:-</u>				
A	work to slopping soffit of staircase	SM	85	7,000	595,000
B	work to slopping sides of staircase not exceeding 300mm wide	LM	995	3,000	2,985,000
C	work to sides and soffits of beams	SM	56	7,000	392,000
	<u>Tile, slab or block finishings: Non-Glazed Granite floor tiles with groove (Anti-slippery strips) RAK; 3mm joints; symmetrical layout; bedded and pointed in cement mortar; fixing with approved adhesive; grouting with approved grout total thickness 40mm; colour and pattern to Architect approval</u>				
D	300 x 300 x 10mm units to floors on cement and sand base; level or to falls only not exceeding 15 degrees from horizontal	SM	85	80,000	6,800,000
E	10mm thick x 300mm wide treads; butt joints; one rounded nosing with non-slip groove finish; to cement and sand base	LM	806	45,000	36,270,000
F	10mm thick x 150mm wide risers; butt joints; to cement and sand base	LM	806	25,000	20,150,000
G	10mm thick x 150mm high tiles skirting; butt joints; to cement and sand base	LM	383	6,000	2,298,000
	<u>Sundries:</u>				
H	Proprietary Aluminium Stair nosing to approval	LM	-	6,000	-
	<u>The followings items are in connection with balustrades system</u>				
	<u>Plates, bars, sections and tubes; Aluminium pipes:</u>				
I	50mm diameter aluminium pipe; handrail, bent to required shape and screwed to balusters including all necessary fixing accessories	LM	249	45,000	11,205,000
J	50mm diameter aluminium pipe; handrail, bent to required shape and fixed on wall with spacers including all necessary fixing accessories	LM	246	45,000	11,070,000
K	25mm diameter aluminium pipes; bottom and intermediate rail, bent to required shape and screwed to balusters including all necessary fixing accessories	LM	249	30,000	7,470,000
L	50mm diameter pipes; main balusters; 900mm high at 900mm c/c spacing; screwed and fixed to and including 40x40mm ms T-plate	No.	336	45,000	15,120,000
M	25mm diameter pipes; ; intermediate balusters; 750mm high at 300mm c/c spacing; screwed and fixed to and including 40x40mm ms T-plate	No.	336	30,000	10,080,000
	TO COLLECTION Element No. 3 - Stairs			TSHS.	124,435,000

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM

BILL NO.
2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION:				
	PAGE 2 / 4				93,415,000
	PAGE 2 / 5				124,435,000
	<u>ELEMENT NO. 3</u> <u>STAIRS</u> Stairs			TSHS.	217,850,000

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ELEMENT NO. 4 - WALLING					
<u>Window Cills:</u>					
<u>Precast Concrete: Mix 1:1.5:3; bedding, jointing and pointing in cement mortar (1:3); weathered once; throated once; reinforced 4 No. 12mm rolled mild steel bars; 8mm diameter mild steel links at 250mm centres; finish fair on top, two faces and part soffits</u>					
A	225 x 75mm average thick p.c.c window cill with splay cut	LM	168	40,000	6,720,000.00
B	325 x 75mm average thick p.c.c coping with splay cut	LM	156	40,000	6,240,000.00
<u>Blockwork: solid concrete blocks: BS 6073 type A; compressive strength 4.0N/sq.mm; in cement mortar (1:3); Note - Provide for Galvanized hoop iron wall ties built into alternate courses for walls abutting RC columns (wall ties NOT measured separately)</u>					
C	150mm thick walling	SM	8,469	40,000	338,760,000.00
D	150mm thick parapet walls; 800mm high	LM	156	40,000	6,240,000.00
<u>The followings Items are in connection with balustrades system</u>					
<u>Plates, bars, sections and tubes: Aluminium pipes;</u>					
E	50mm diameter aluminium pipe; handrail, bent to required shape and screwed to balusters including all necessary fixing accessories	LM	1,216	45,000	54,720,000
F	25mm diameter aluminium pipes; bottom and intermediate rail, bent to required shape and screwed to balusters including all necessary fixing accessories	LM	2,432	30,000	72,960,000
G	50mm diameter pipes; main balusters; 900mm high at 600mm c/c spacing; screwed and fixed to and including 40x40mm ms T-plate	No.	2,027	45,000	91,215,000
H	25mm diameter pipes; ; intermediate balusters; 750mm high at 600mm c/c spacing; screwed and fixed to and including 40x40mm ms T-plate	No.	2,027	30,000	60,810,000
ELEMENT NO. 4 WALLING					637,665,000.00
Walling					

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>ELEMENT NO. 5 - ROOF CONSTRUCTION AND FINISHES</u>				
	<u>Flat Roofs</u>				
	<u>The WHOLE OF THE FOLLOWING WORK TO BE EXECUTED BY AN APPROVED WATER-PROOFING SUB-CONTRACTOR</u>				
	<u>NOTE: Concrete slabs to have XYPEX application before and after roof laying of screed OR equal and approved water proof;</u>				
	<u>XYPEX Concentrate roof water proofing applied in two coats in accordance with manufacturer's printed instructions and by an approved applicator. 20 Year Guarantee Required.</u>				
	<u>BEFORE LAYING OF SCREED</u>				
A	covering to roofs; over 300mm girth; to falls or cross falls or sloping not exceeding 45 degrees from horizontal	SM	780	60,000	46,800,000.00
B	turn up at xypex to concrete or blockwork base; 150mm high; one dressing over angle fillet; one turning into groove	LM	156	20,000	3,120,000.00
C	dressing into 100mm diameter rainwater outlet	NO	20	15,000	300,000.00
	<u>AFTER LAYING OF SCREED</u>				
D	covering to roofs; over 300mm girth; to falls or cross falls or sloping not exceeding 45 degrees from horizontal	SM	780	60,000	46,800,000.00
E	turn up at xypex to concrete or blockwork base; 150mm high; one dressing over angle fillet; one turning into groove	LM	156	20,000	3,120,000.00
F	dressing into 100mm diameter rainwater outlet	NO	20	15,000	300,000.00
	<u>Beds and Backings; mortar, cement and sand (1:3); external; to receive roof felt</u>				
G	65mm thick average beds; screeded; to roofs; level or to falls; to concrete base	SM	780	20,000	15,600,000.00
H	25mm thick backings; screeded; at walls; 150mm high	LM	156	5,000	780,000.00
	<u>ROOF DRAINAGE</u>				
I	150mm UPVC iron down water pipe fixed to wall with standard holder bats.	LM	936	20,000	18,720,000.00
J	Extra bends	No	20	10,000	200,000.00
K	"Fullbora" cast iron rainwater outlet; roof outlets; luting flange for asphalt; domical grating; 150mm diameter outlet spigot; cast into concrete; connection to	No	20	10,000	200,000.00
	<u>ELEMENT NO. 5: ROOF CONSTRUCTION AND FINISHES</u>				
	Roof Construction & Finishes			TSHS.	135,940,000.00

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM

BILL NO.
2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 6 - WINDOWS				
	GLAZED FRAMED ALUMINIUM ALLOY WINDOWS				
	Supply, assemble and fix the following purpose made heavy duty aluminium alloy framed windows; frames 100 x 60 x 1.4mm ; Shutter top 26x60x1.2mm; Shutter bottom 26x80x1.2mm; C-section 26x60x1.2mm; Interlock 26x60x1.2mm; Fly screen 45x16x1.2mm POWDER COATED finish				
	Work shall include ; INNER and OUTER panels; provide outer panels glazed with 6mm thick clear glass; and provide inner openable sliding panels fixed with black fibreglass mosquito netting (ex-USA) or equal and approved ; complete with all fittings; accessories and fasteners - Refer Architects drawings				
	(Note: To be executed by ALUMINIUM window specialist and with profiles from Emirate Aluminium or equally approved manufacturer)				
	[All - Colour, materials and workmanship to Project Manager's approval]				
A	overall size 1500 x 1800mm high; W1	No.	96	810,000	77,760,000.00
B	overall size 1500 x 1500mm high; W2	No.	120	675,000	81,000,000.00
C	overall size 900 x 900mm high; W3	No.	72	243,000	17,496,000.00
D	overall size 1800 x 1800mm high; W4	No.	28	972,000	27,216,000.00
E	overall size 1800 x 900mm high; W5	No.	21	486,000	10,206,000.00
	Metal grille				
	Supply and fix approved pattern mild steel grille comprising of 25X25x3mm RHS framing, 5X20mm mild steel flat bars welded framing at 80mm centre horizontally and 150mm centre vertically; including fixing to concrete or blockwork prime and painted to fit Window Opening.				
E	overall size 1500 x 1800mm high; W1	No.	96	405,000	38,880,000.00
F	overall size 1500 x 1500mm high; W2	No.	120	337,500	40,500,000.00
G	overall size 900 x 900mm high; W3	No.	72	121,500	8,748,000.00
H	overall size 1800 x 1800mm high; W4	No.	28	486,000	13,608,000.00
E	overall size 1800 x 900mm high; W5	No.	21	243,000	5,103,000.00
	ELEMENT NO. 6 WINDOWS			TSHS.	320,517,000.00
	Windows				

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>ELEMENT No. 7: DOORS</u>				
	<u>Timber Doors; mkongo selected or equal approved</u>				
	<u>Panelled doors: Hardwood selected; comprised of 40 x 150mm stiles, top and bottom rails; 40 x 150mm infill rails; all once grooved, tongued and grooved; including all planted mouldings (Ref. door and window schedule for more details)</u>				
B	D2 : 40mm Thick hardwood panelled door size 710 x 2100mm high	No.	106	700,000	74,200,000.00
C	D3 : 40mm Thick hardwood panelled door size 810 x 2100mm high	No.	112	700,000	78,400,000.00
D	D4 : 40mm Thick hardwood paneled door size 1200 x 2100mm high	No.	24	1,000,000	24,000,000.00
E	D5 : 40mm Thick hardwood louvred infill door size 1000 x 2100mm high	No.	20	900,000	18,000,000.00
	<u>Frames and finishings; mkongo selected or equal approved</u>				
F	45 x 150mm Frame with one labour fixed to grounds (m/s)	LM	1,334	50,000	66,700,000.00
G	70 x 30mm Moulded Architrave	LM	1,334	20,000	26,680,000.00
	<u>Sawn hardwood third grade</u>				
H	15 x 100mm Grounds, plugged	LM	1,334	10,000	13,340,000.00
	<u>DOOR HARDWARE</u>				
	<u>Supply and fix the following ironmongery with matching screws ; HAFELE or any other equal; to the architects approval.</u>				
I	100 x 75mm SS Ball bearing hinges	Prs	459.0	20,000	9,180,000.00
J	Cubicle lock with thumb indicator to toilets door	No	106	140,000	14,840,000.00
K	Cylinder lock mortice lock complete with set with rose level tubular handle with escutcheons as per hafele fixed to wood door	No	156	160,000	24,960,000.00
L	Rubber door stop with raw bolt to concrete floor	No	306	20,000	6,120,000.00
	<u>METAL WORKS</u>				
	<u>Galvanized steel roller shutters; fixing in accordance with manufacturer's standard details to openings with concrete/blockwall jambs and concrete cills; red oxide primer and three coats oil paint</u>				
J	chain operated shutter doors; face fixing to openings 2550mm wide x 2500mm high @shops	No	281	3,000,000	843,000,000.00
K	chain operated shutter doors; face fixing to openings 1800mm wide x 2500mm high @ store	No	78	2,500,000	195,000,000.00
	<u>ELEMENT NO. 7 DOORS</u>			TSHS.	1,394,420,000.00
	Doors				

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ELEMENT NO. 8 - FINISHES					
Wall finishes					
<u>In-situ finishings: internal: 12mm first coat of cement and sand (1:4) wood floated; and 3mm second coat of External grade skim plaster steel trowelled finish; with Expamet G.I Mesh at junctions of different finishes and over conduits and angle beads to all edges and corners to:-</u>					
A	Walls; concrete or masonry surfaces externally	SM	7,778	12,000	93,336,000.00
<u>In-situ finishings: internal: 12mm first coat of cement and sand (1:4) wood floated; and 3mm second coat of internal grade skim plaster steel trowelled finish; with Expamet G.I Mesh at junctions of different finishes and over conduits and angle beads to all edges and corners to:-</u>					
B	Walls; concrete or masonry surfaces internally	SM	18,147	10,000	181,470,000.00
<u>Cement and sand (1:4) backings etc</u>					
C	18mm thick backings to receive wall tiles (m.s)	SM	1,876	8,000	15,008,000.00
<u>Tile, slab or block finishings; coloured glazed ceramic walls tiles; 3mm joints; symmetrical layout; bedded and pointed in cement mortar; fixing with approved adhesive; grouting with approved grout</u>					
D	200 x 300 x 8mm ceramic tiles to walls	SM	1,876	50,000	93,800,000.00
E	Extra over ditto for corner iron; stainless steel	item	1	7,000	7,000.00
Floor Finishes					
<u>Cement sand (1:3) screeds;beds etc</u>					
F	38mm thick work to floor to receive floor tiles (m.s)	SM	13,360	15,000	200,400,000.00
<u>Tile, slab or block finishings in floor finishes: Glazed porcelain Floor tiles grade A, RAK or equal approved.; butt joints; laid to pattern; bedded and pointed in cement mortar; fixing with approved adhesive; grouting with approved grout</u>					
G	600 x 600 x 10mm units to to floors on cement and sand base; level or to falls only not exceeding 15 degrees from horizontal	SM	6,470	80,000	517,600,000.00
H	150 x 600 x 10mm skirting;	LM	3,072	9,000	27,648,000.00
<u>Tile, slab or block finishings in floor finishes: Non slippery porcelain Floor tiles grade A, RAK or equal approved.; butt joints; laid to pattern; bedded and pointed in cement mortar; fixing with approved adhesive; grouting with approved grout</u>					
I	300 x 300 x 10mm units to to floors on cement and sand base; level or to falls only not exceeding 15 degrees from horizontal	SM	524	80,000	41,920,000.00
TO COLLECTION Element No.6 - Finishes				TSHS.	1,171,189,000.00

Handwritten initials/signature

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND 12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM					BILL NO. 2
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><u>Tile, slab or block finishings in floor finishes; Non slippery Concrete Floor tiles grade A, butt joints; laid to pattern; bedded and pointed in cement mortar; fixing with approved adhesive; grouting with approved grout</u></p> <p>300 x 300 x 15mm C- tiles units to to floors on cement and sand base; level or to falls only not exceeding 15 degrees from horizontal</p>	SM	6,385	80,000	510,800,000.00
B	<p><u>Ceiling Finishs</u></p> <p><u>In-situ finishings; internal: 12mm first coat of cement and sand (1:4) wood floated; and 3mm second coat of External grade skim plaster steel trowelled finish; with Expamet G.I Mesh at junctions of different finishes and over conduits and angle beads to all edges and corners to:-</u></p> <p>Ceiling; concrete or masonry surfaces</p>	SM	13,380	10,000	133,800,000.00
	TO COLLECTION Element No.6 - Finishs			TSHS.	644,600,000.00
	<p>COLLECTION:</p> <p>PAGE 2 / 11</p> <p>PAGE 2 / 12</p>				1,171,189,000.00
					644,600,000.00
	ELEMENT NO. 8 FINISHES Finishs			TSHS.	1,815,789,000.00

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM

BILL NO.
2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>ELEMENT NO. 9 - PAINTING AND DECORATION</u>					
<u>Painting; internal work; one coat primer; two coats of Fenomastic washable matt emulsion paint ; plastered surfaces</u>					
A	Plastered walls; internally	SM	18,147	10,000	181,470,000.00
B	Ceilings; concrete or masonry surfaces	SM	13,380	10,000	133,800,000.00
<u>Prepare and apply one primer coat and two finishing coats of approved weatherguard paint to plastered surfaces</u>					
C	Plastered walls; externally	SM	7,778	10,000	77,780,000.00
<u>Prepare and prime only wood surfaces before fixing</u>					
D	Doors surfaces over 300mm girth	SM	985	5,000	4,925,000.00
E	Frames and the like over 100 but not exceeding 200mm girth	LM	1,334	1,000	1,334,000.00
F	Frames and the like over 200 but not exceeding 300mm girth	LM	1,334	1,000	1,334,000.00
<u>Prepare, prime and apply three coats of mahogany varnish stain as per manufacturers specifications on wood surfaces</u>					
G	Doors surfaces over 300mm girth	SM	985	10,000	9,850,000.00
H	Frames and the like over 100 but not exceeding 200mm girth	LM	1,334	4,000	5,336,000.00
I	Frames and the like over 200 but not exceeding 300mm girth	LM	1,334	6,000	8,004,000.00
<u>Painting; external work; one coat primer ; two coats of oil based paint; iron or steel surfaces</u>					
J	Grill General surfaces; over 300mm girth both sides measured	SM	1,357	10,000	13,570,000.00
<u>ELEMENT NO. 9 PAINT & DECORATION</u>					
Paint and Decoration				TSHS.	437,403,000.00

Handwritten signature/initials

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
2**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
ELEMENT NO. 10 - PLUMBING AND AIR CONDITIONING INSTALLATION - BUILDER'S WORK					
A	Allow for all Builder's work in Connection with the whole of the Plumbing Installation	Sum	1	15,000,000	15,000,000.00
<u>Builders Work in connection with plumbing and engineering installations</u> <u>[RATE ONLY - for Valuation purposes]</u>					
B	Cutting chases in concrete/screed; running with cement mortar (1:3); make good; small pipes				Rate Only
C	Cutting chases in blockwork; running with cement mortar (1:3); make good; small pipes				Rate Only
D	Make hole in 230mm blockwall for large pipes; make good				Rate Only
E	Make hole in 200mm RC slab for large pipes; make good				Rate Only
F	Make hole in 150mm blockwall for small pipes; make good				Rate Only
ELEMENT NO. 10 PLUMBING AND AIR CONDITIONING INSTALLATION Builders Work				TSHS.	15,000,000.00

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM

BILL NO.
2

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 11 - ELECTRICAL INSTALLATION BUILDER'S WORK				
A	Allow for all Builder's work in Connection with the whole of the Electrical Installation	Sum	1	15,000,000	15,000,000.00
	<u>Cut away for, make good after electricians installation; allow for checking that switch boxes are set trully square; cutting away necessary chases or holes in block, concrete and finishings for conduits and boxes in connection with concealed electrical system comprising the following:</u>				
B	lighting and fan points with associated switch points				Rate Only
C	power points				Rate Only
D	meters; isolator switches, switch fuses, distribution boards and the like				Rate Only
	ELEMENT NO. 11 ELECTRICAL INSTALLATION Builders Work			TSHS.	15,000,000.00

PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND 12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM					BILL NO. 2
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>SUMMARY</u>				
	<u>ELEMENT DESCRIPTION</u>				
1	SUBSTRUCTURE				971,599,000.00
2	FRAMES				3,167,465,400.00
3	STAIRCASE				217,850,000.00
4	WALLING				637,665,000.00
5	ROOF CONSTRUCTION AND FINISHES				135,940,000.00
6	WINDOWS				320,517,000.00
7	DOORS				1,394,420,000.00
8	FINISHES				1,815,789,000.00
9	PAINTING AND DECORATION				437,403,000.00
10	PLUMBING AND A/C INSTALLATION - BUILDER'S WORK				15,000,000.00
11	ELECTRICAL INSTALLATION - BUILDER'S WORK				15,000,000.00
	<u>BILL NO. 2 - MAIN BUILDING</u>				
	<u>TOTAL AMOUNT CARRIED TO THE GENERAL SUMMARY</u>			TSHS.	9,128,648,400.00

BILL NO. 3 - PROVISSIONAL SUM

Handwritten marks or initials in the bottom right corner.

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

**BILL NO.
3**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BILL NO. 3 - PC and PROVISIONAL SUMS</u>				
	<u>Provide the following sum for the work or cost which cannot be entirely foreseen, defined or detailed; to be expended as directed by the Project Manager and measured and valued on completion</u>				
A	Laboratory charges for testing materials required by Consultant/client				10,000,000.00
E	Provision sum for Site works				50,000,000.00
E	Provision sum for Project Registration				20,000,000.00
	<u>PRIME COST SUMS FOR NOMINATED SUB-CONTRACTORS OR SUPPLIERS</u>				
	<u>Supply and installation of Aluminium Glazed Windows</u>				
O	CarLift and Persinger Lift Installation	Sum			960,000,000.00
P	Add: for profit%			24,000,000.00
Q	Add: for general Attendance	Item			24,000,000.00
O	Plumbing and Fire fighting installation	Sum			1,360,000,000.00
P	Add: for profit%			34,000,000.00
Q	Add: for general Attendance	Item			34,000,000.00
O	Electrical and Fire detection Installation	Sum			1,825,729,680.00
P	Add: for profit%			45,643,242.00
Q	Add: for general Attendance	Item			45,643,242.00
O	Airconditioning Installation (First fix only)	Sum			144,000,000.00
P	Add: for profit%			3,600,000.00
Q	Add: for general Attendance	Item			3,600,000.00
N	Supply and Install Generator (200kVa) and Transformar (315Kva)	Sum			300,000,000.00
O	Add: for profit%			7,500,000.00
P	Add: for general Attendance	Item			7,500,000.00
	<u>BILL NO . 3 - PC and PROVISIONAL SUMS</u>			TSHS.	4,899,216,164.00
	<u>TOTAL AMOUNT CARRIED TO THE MAIN SUMMARY</u>				

GENERAL SUMMARY

Handwritten marks or initials in the bottom right corner.

**PROPOSED COMMERCIAL/RESIDENTIAL BUILDING AT PLOT NO 9/15,10/15,11/15 AND
12/15 KONGO AND TANDANTI STREETS, KARIAKOO DAR ES SALAAM**

GENERAL SUMMARY

Bill no.	Bill Description	Currency	Amount
1	PRELIMINARIES @ 3.5%	Tshs.	517,000,000.00
2	MAIN BUILDING	Tshs.	9,128,648,400.00
3	PC AND PROVISIONAL SUMS	Tshs.	4,899,216,164.00
4	<u>ADD</u>		
5	Provide for INSURANCE AND SECURITY	Tshs.	100,000,000.00
7	SUB-TOTAL (B)	Tshs.	14,644,864,564.00
6	Provide for CONTIGENCY @ 3%	Tshs.	439,345,936.92
7	SUB-TOTAL (B)	Tshs.	15,084,210,500.92
8	VAT at 18% of (B)	Tshs.	2,715,157,890.17
9	FIXED PRICE AMOUNT CARRIED TO FORM OF TENDER	Tshs.	17,799,368,391.09

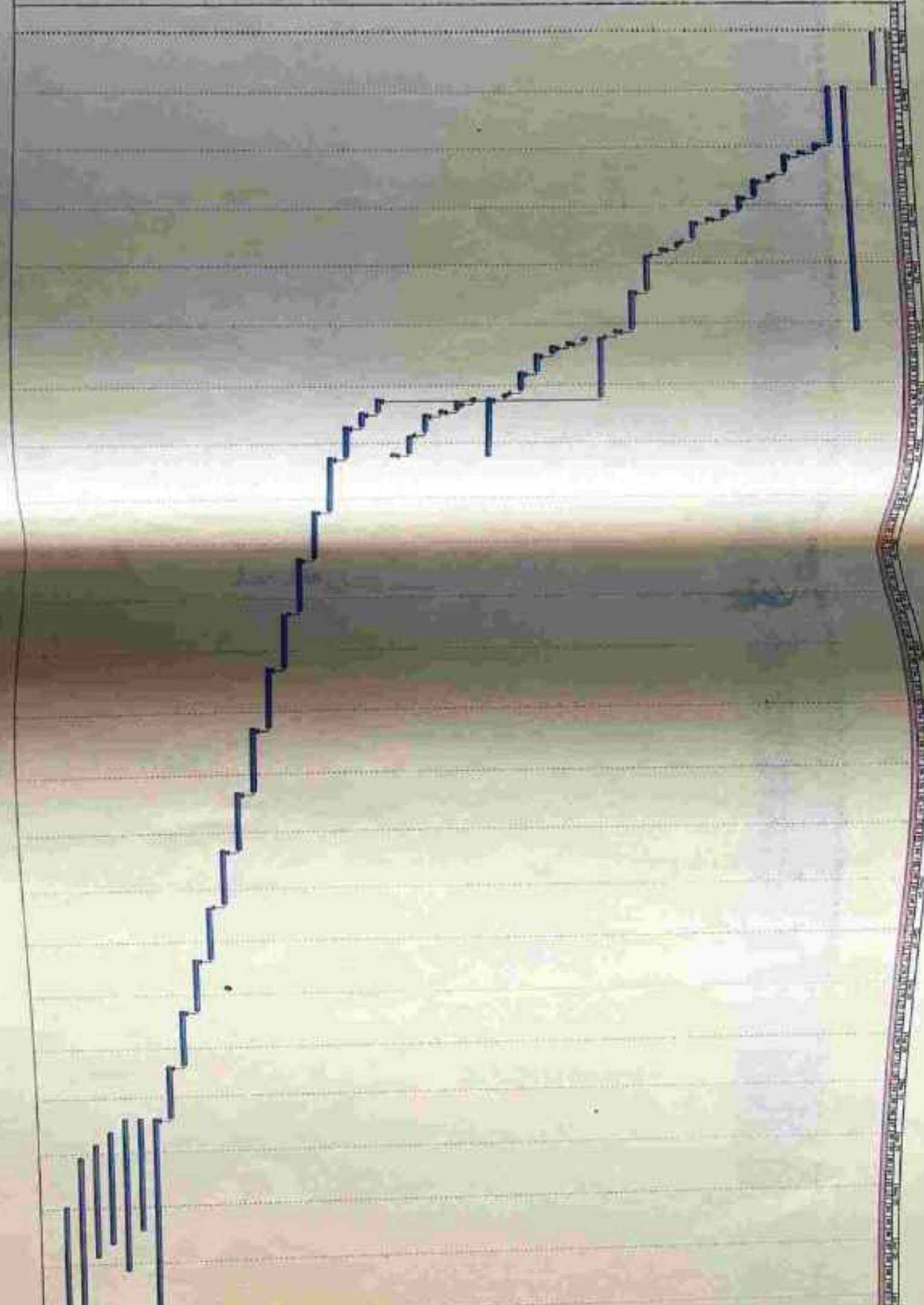
<u>Signed & Stamped:</u>	<u>For and on behalf of:</u>
<u>In the Capacity of:</u>	<u>Dated:</u>

Handwritten initials or marks at the bottom right corner.

Section 5: Work Program

Section 4: Bill of Quantities

Item No.	Description	Unit	Quantity	Rate	Amount
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100



1000
 900
 800
 700
 600
 500
 400
 300
 200
 100
 0

10
 20
 30
 40
 50
 60
 70
 80
 90
 100

1000
 900
 800
 700
 600
 500
 400
 300
 200
 100
 0

10
 20
 30
 40
 50
 60
 70
 80
 90
 100