

CRDB BANK PLC

FACILITY AGREEMENT – MORTGAGE LOAN

FROM

CRDB BANK PLC

TO

SHABANI JUMA JUMA

Drawn by:

**CRDB Bank Plc
Headquarters
Plot No.25 & 26 Ali Hassan Mwinyi Road &
Plot No. 21 Barrack Obama Road
P.O. Box. 268
11101 Dar es Salaam**

Initials: Bank.....

BR Borrower.....

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Classification: CRDB Public

Date: 28th February, 2025

Dear Customer/Borrower,

Following your request for a credit facility, CRDB Bank Plc (the "Bank") is pleased to confirm its willingness to make available to SHABANI JUMA JUMA (the "Borrower") a mortgage loan (the "Facility") on the terms and conditions set out in this Facility Agreement subject to the covenants set out herein and subject to the satisfactory completion of relevant documentation.

1. **FACILITY AND CURRENCY**

Type of Currency	TZS	
Facility Amount	New facility amount	TZS 441,000,000/-
	Existing facility amount	-
	Total facility exposure	TZS 441,000,000/-
Amount in words	Say Tanzanian Shillings Four Hundred Forty One Million Only	

2. **PURPOSE**

The Facility shall be used for construction of a residential house located at Plot No.1155 & 1156, Block 'Q', Buswelu in Ilemela Municipality under CT No. 108701-LR Mwanza, LO No. 689515.

3. **CREDIT PERIOD**

The Facility shall run for a period of **84 months** with effect from the date of first drawdown (That is the date funds are made available into the Borrower's account)

4. **GRACE PERIOD**

There shall be NO grace period granted, in any circumstance, under this Facility Agreement.

5. **PRE-DISBURSEMENT CONDITIONS**

The Bank shall not disburse any funds from the Facility until the following pre-disbursement conditions have been met:

5.1. The Borrower has demonstrated to the Bank that, adequate provision has been made to meet equity, fees, other charges and expenses in connection with the Facility; and

5.2. All security documents creating charge over the Property in favor of the Bank or a charge over any other property or assets to secure the Facility have been executed, registered and perfected to the satisfaction of the Bank. **Where the proceeds of the Facility are for the purchase of the Property, the Bank shall issue a payment guarantee in favor of the Seller(s), for the release of title deed of the Property to the Bank in order to facilitate transfer and mortgage of the Property.**

5.3. Mortgage of the collateral before disbursement

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5.4. Approval for the disbursement of subsequent tranches shall be granted at the Head Office.

6. DISBURSEMENT REQUEST PROCEDURES

6.1. The Borrower shall after complying with pre-disbursement conditions, follow the procedure outlined herein-below when accessing disbursements:-

6.1.1. The Borrower shall, within 30 days from the date of signing this Facility Agreement and ensuring that all the pre-disbursement conditions have been met, request in writing, for disbursement of the Facility.

6.1.2. The Bank may, on receipt of the request, disburse the Facility in accordance with the disbursement schedule agreed to by the parties and provided herein.

6.2. The Bank reserves the right to deny, suspend or cancel the Facility if it comes to the knowledge of the Bank of any new information from any credit reference bureau or any other sources which, in the Bank's opinion, may hinder smooth repayment operations, or performance of this Facility or any other credit facilities of the Borrower and/or related entities with the Bank.

6.3. Disbursement under the context of this Facility Agreement shall mean making the loan money available in the Borrower's account, unless agreed otherwise by the Bank and the Borrower.

6.4. Prior to utilization of the Facility, the Borrower may cancel the Facility (without penalty) by giving not less than 14 days' notice in writing to the Bank, from the date of signing this Facility Agreement, specifying the amount to be cancelled and the cancellation date. The notice issued by the Borrower under this Clause shall be irrevocable.

7. DISBURSEMENT SCHEDULE

7.1. The Facility will be disbursed into tranches where first tranche disbursement shall be of TZS 68,400,000/- and subsequent disbursements shall be approved at the Head Office, where the Facility is disbursed in multiple installments, subsequent disbursement shall be allowed upon the Bank being satisfied that the money previously disbursed was used for the intended purpose.

7.2. The Facility amount disbursed shall not exceed the amount agreed upon in this Facility Agreement, unless agreed otherwise in writing by the Bank and the Borrower

8. AVAILABILITY PERIOD

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The Bank reserve the right not to disburse any funds under this Facility, if the Borrower does not request for disbursement within thirty (30) days after this Facility is signed and pre-disbursement conditions met (or such later date as the Parties both agree in writing).

9. UTILIZATION OF THE CREDIT FACILITY

The Facility shall be utilized strictly for the purpose and in the manner prescribed and approved by the Bank as per the terms of this Facility Agreement.

10. FACILITY REPAYMENT

10.1. The Facility, together with interest thereon and other charges payable, shall be repaid in **monthly installments** as per the repayment schedule attached as **Schedule 1 (the "Repayment Schedule")**. The first installment shall be due for payment at the end of the [month/quarter/year] in which disbursement has been effected regardless of the date of such month.

10.2. Installment amount may change due to changes in interest rate, variation in amount disbursed, or length of the month(s).

11. SPECIFIC CONDITIONS

11.1. Subsequent Conditions

As long as this Facility is outstanding, the Borrower agrees and undertakes to: - N/A

12. INTEREST

12.1. The Facility shall be charged an interest rate of **14 percent** per annum accruing daily on the outstanding balance but charged monthly.

12.2. The rate of interest agreed in this Facility Agreement may be varied at any time by the Bank provided that change of such interest shall be agreed in writing by the Bank and the Borrower.

12.3. A penalty of three (3) per cent per annum above the interest rate shall be charged if the Borrower fails to pay installments on due dates specified in the Repayment Schedule.

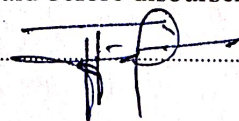
12.4. Principal and interest in arrears shall continue to accrue interest on the prevailing interest rate and shall be payable in the scheduled next installment.

13. FEES AND CHARGES

13.1. The following fees and charges shall be paid before disbursement: -

Initials: Bank..... 

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S/N	Type Of Fee/Charge	Type of Currency	Amount
1	Application Fee 0.42% maximum TZS 847,457.63/-	TZS	847,457.63/-
2	Facility Fee 0.85% maximum amount TZS 847,457.63/-	TZS	847,457.63/-
3	Legal Documentation Fees as follows		
	a) Facility Agreement	TZS	100,000/-
	b) Mortgage Deed	TZS	100,000/-
	Total	TZS	1,894,915.26/-

13.2. Payment of risk management fees of 1% of the Facility amount [for single borrowers] and 1.45% [for joint borrowers] per annum shall be included in the interest rate charged to the Borrower under this Facility Letter.

13.3. All fees and charges specified in this Facility Letter are non-refundable.

14. SECURITY

This Facility is secured by a first charge over the following: -

14.1. Legal Mortgage over landed properties

New security

S/N	Type of Charge and Description of Security	Documents of Title	Owner	Location
1	First charge legal mortgage	CT. No. 108701-LR Mwanza LO. No.689515	Shabani Juma Juma	Plot No. 1155 & 1156 Block 'Q' Buswelu in Ilemela Municipality

14.2. Deed of Assignment of Rental Proceeds -N/A

14.3. Personal Guarantee and Indemnity signed -N/A

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Loan Facility Letter shall be sent in writing in English or Kiswahili language at the addresses provided by the parties herein and addressed to the designated contact persons:-

For the Bank

The Managing Director
CRDB Bank Plc
CRDB Headquarters
Plot No.25 & 26 Ali Hassan Mwinyi Road &
Plot No.21 Barrack Obama Road
P.O. Box 268, 11101 Dar es Salaam, Tanzania

For the Borrower

Shabani Juma Juma
P.O. Box 735
Mwanza

37.5. This Facility Agreement cannot be modified or amended except by written addendum document duly approved and signed by duly authorized persons of each of the Parties.

37.6. The obligations of the Customer (which expression shall include its successors and assignees) under this Loan Facility shall remain so long as any money remains owing to the Bank (or any successor or assignee or transferee of the Bank).

37.7. This Facility Agreement may, unless it is extended in writing by the parties prior to expiry, terminate if not accepted and signed by the Borrower within 30 days of the date hereof.

38. ACCEPTANCE COMPLETES OFFER LETTER INTO AN AGREEMENT

38.1. This Facility Agreement shall constitute the complete agreement between the parties upon its acceptance and signature by the Borrower as to the matters herein provided and replaces all earlier versions thereof in this regard, if any.

38.2. Please signify acceptance of the foregoing by signing and returning to us the duly signed Facility Agreement (3 originals).


Initials: Bank.....

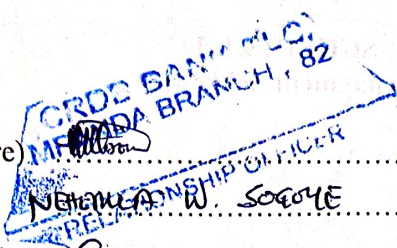
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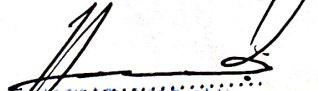
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Yours Faithfully,

(Signature) 
 (Name) NEHEMIA N. SOGOYE
 (Position) Ro




(Signature) 
 (Name) MASOUD
 (Position) BRANCH MANAGER
CRDB BANK PLC
MPANDA BRANCH, 82

For and on behalf of CRDB Bank PLC


ACCEPTANCE BY THE BORROWER

I, **Shabani Juma Juma**, do hereby accept the terms and conditions contained in this Facility Agreement which by this acceptance constitutes a complete and binding agreement between the parties.

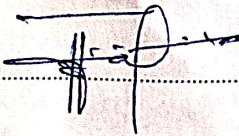
SIGNED by the said
SHABANI JUMA JUMA
 who is known to me
 Personally/identified to me by
 in my presence this 06th day of March 2025


 (Borrower's Signature)

BEFORE ME:

Full Name: NICE A. TIBILENYA
 Signature: 
 Full Address: 2852 DODOMA
 Position: NOTARY PUBLIC AND COMMISSIONER FOR OATHS



Initials: Bank MB BR Borrower 

SCHEDULE 1
[Repayment Schedule]



Initials: Bank BR Borrower