

KN 4 AV 18,
P.O. Box 5620,
Kigali,
Rwanda
Tel: +250 788 140 000 / 5222
Email:
contactus@rw.BPRbankgroup.com

Date **Dir Tel No.** **Our Ref.**

.....
NID No.
Tel No.

Dear Customer,

BANKING FACILITY TO ACCOUNT No.

We refer to your recent application for a mortgage facility and we inform you that your facility has been approved and hereby placed for your acceptance on the following terms and conditions:

1. Definitions

In this Letter, the expressions following shall, except where the context otherwise requires, bear the meanings attributed to them respectively:

- 1.1. **"Bank" or/and "Lender"** means **BPR Bank Rwanda Ltd**, a banking company incorporated in the Republic of Rwanda, whose address is care of Post Office Box **5620**, company code number, Avenue de la Paix- Kigali, Rwanda, and shall include its successors and assigns, herein represented by and, Senior Manager, Securities and Documentation and Manager, Credit Analysis respectively duly authorised signatories of BPR Bank Rwanda Limited;
- 1.2. **"Base Rate"** means the Bank's Base Lending Rate as published in the Daily Press from time to time (**currently at 16 % p.a.**). In the event that the Bank ceases to have a Base Rate, Base Rate means the rate of interest that the Bank shall at its sole discretion from time-to-time charge within the limits permitted by law;
- 1.3. **"Borrower"** means
- 1.4. **"CFI"** means Comprehensive Fire Insurance;
- 1.5. **"MPI"** means Mortgage Protection Insurance
- 1.6. **"Event of Default"** means any one or all of the events specified in **Paragraph 10** of this Letter;
- 1.7. **"Letter"** means this facility letter;
- 1.8. **"Securities"** means the securities referred to in Annexure I of this letter and/or any security created or to be created by the Borrower or at the request of the Borrower by any third party

in favour of the Bank in respect of the Facilities and any other security that the Bank may reasonably request from time to time;

2. The Facility

The Lender hereby offered to the Borrower a mortgage loan of **Frw** **(Rwandan francs only)**.

3. Purpose of Facility

This facility shall help the Borrower

4. Repayment and Facility Review

- 4.1.** The facility shall be repayable on a monthly basis over a period of **months** for the time being effective after drawdown;
- 4.2.** The monthly installment may be varied from time to time depending on changes in interest rates;
- 4.3.** For the avoidance of doubt, it is understood, however that the Bank may at any time demand immediate repayment of the Facility;
- 4.4.** Any undrawn portion of the Facility shall be cancelled; and the Borrower shall pay to the Bank all amounts outstanding on the date of payment together with interest thereon and all other costs charges and expenses due and payable to the Bank hereunder or under the Security.

5. Interest

- 5.1.** The mortgage loan will attract interest at the Bank's base rate (currently% **p.a.**), subject to be revised from time to time according to Money Market Conditions.
- 5.2.** The Borrower shall pay interest as well after as before demand or liquidation of the Borrower on any amounts for the time being and from time to time outstanding as indicated under paragraph 5.1;
- 5.3.** Interests shall accrue from day to day, will be calculated on the basis of the actual number of days elapsed in year and will be debited to the Borrower's current account with the Bank monthly in arrears and will be compounded in the event of not being punctually paid with monthly rests;
- 5.4.** The Bank may from time to time at its sole discretion and within the limits permitted by law revise the applicable rate of interest and will advise the Borrower in writing of any change in the applicable rate. Failure by the Bank to advise the Borrower shall not prejudice the right of the Bank to recover interest charged subsequent to any such change
- 5.5.** The statement of the Bank as to the rate or amount of interest payable pursuant to this paragraph shall in the absence of manifest error be conclusive;

5.6. Interests on the facility shall be paid on the last day of each interest period, which shall be the last day of every calendar month. The first interest period shall commence on the date of making a full or partial drawing of the facility.

6. Other Fees and Charges

6.1. The following fees and charges shall be payable in addition to interest:

Negotiation Fee% of Frw plus VAT payable upfront
Loan application processing fee	Frw
Early repayment (Full payment)% to be charged for early repayment plus VAT
Early repayment (Buy out by other bank)% to be charged for buyout by another financial institution plus VAT
Late repayment (Penalties on arrears)% per month to be charged above the normal lending Rate on past dues
Facility Management Fee% per month Max Frw plus VAT
Offer letter cancellation fees	Frw plus VAT
Late registration fees (effective from 30 day after partial disbursement)% of the loan amount plus VAT
Perfection fees	Frw/ per each security registered plus VAT
Collateral release	Frw/ per each security de-registered plus VAT

6.2. All other commissions and bank charges shall be charged by the Bank from time to time according to its current tariff and as amended from time to time;

6.3. The Borrower shall pay such commission and charges on the Facility as may be agreed or as the Bank shall from time to time fix in its sole discretion.

7. Securities

The loan shall be secured by the securities detailed in Annexure I of this offer letter;

8. Conditions to be fulfilled

Unless the Lender otherwise agrees, the granting of the mortgage loan is subject to the terms and conditions detailed in Annexure II of this offer letter;

9. General Terms and Conditions

9.1. The borrower is required to promptly inform the Lender in writing in case of your change of address during the tenure of the facility;

9.2. The monthly repayments are required to be remitted promptly;

- 9.3. The continuance of this facility is dependent upon the borrower's account being conducted satisfactorily and the financed property being maintained to the satisfaction of the lender at all times;
- 9.4. Without prejudice to the provisions of this contract, the availability of the facility is at all times subject to the availability of funds and the compliance by the lender with any and all restrictions rules and regulations from time to time in force of the National Bank of Rwanda or any other relevant regulatory authority;
- 9.5. This letter of Offer is valid for 30 days, and the Lender reserves the right to withdraw the offer should the securities called for are not executed within 30 days from the date of the letter of offer.
- 9.6. The acceptance of this offer must be accompanied with the following;
 - 9.6.1. Receipt of payment of land rent
 - 9.6.2. Fixed Asset Tax clearance certificate (valid for one year)
- 9.7. Failure to accept the terms of this letter of offer or should draw down of the facility fail to take place by the date specified herein above shall constitute automatic CANCELLATION of the facility.
- 9.8. Once cancelled, reinstatement of the facility shall be at discretion of the Lender;
- 9.9. The Lender reserves the right to re-value charged property (properties) at any time without notice but in any case, not later than three (3) years from the date of the latest valuation report at your expense.
- 9.10. On redemption of the Mortgage Account you are expected to collect the title Documents within a period of one month.

10. Events of Default

An Event of Default occurs where:

- 10.1. The Borrower fails to perform any of its obligations under this Letter or under the Security;
- 10.2. any representation or warranty made by the Borrower pursuant to this Letter or under the Security or any statement, delivered or made pursuant to it is incorrect when made;
- 10.3. a material adverse change occurs, in the opinion of the Bank, in the financial condition, results of operations or business of the Borrower;
- 10.4. Any action is taken for or with a view to the winding up of the Borrower or the Borrower becomes insolvent or is unable to pay the Borrower's debts or enters into dealings with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments generally or an encumbrance takes possession or a receiver is appointed of the whole or any material part of the assets of the Borrower;

- 10.5.** it becomes unlawful or impossible for the Bank to make, maintain or fund the Facilities or any of them as contemplated by this Letter or any of the obligations expressed as being assumed by the Borrower under this Letter or the Security cease to be valid, legal and binding and enforceable against the Borrower in accordance with their respective terms;
- 10.6.** If an Event of Default occurs and at any time thereafter if such event is continuing, the Bank may, by notice to the Borrower:-
- 10.6.1.** Declare the obligations of the Bank hereunder to be terminated whereupon such obligations shall terminate; and/or
- 10.6.2.** Declare that the Security has become enforceable whereupon all amounts payable by the Borrower in respect of the Facilities hereunder and under the Security shall become immediately due and payable, all without diligence, presentment, and demand for payment, protest or notice of any kind, all of which are hereby expressly waived by the Borrower.

11. Land Rates and Taxes

It is the borrower's responsibility to ensure that annual taxes payable to the local authority on the mortgaged property are paid and documentary evidence submitted to Lender on demand. If the taxes are not paid by the due dates, the lender shall pay the amount on behalf of the borrower and debit the borrower's account.

12. Annual Land Rents Payable To The Districts

It is the borrower's responsibility to ensure that annual rents on the mortgaged property are paid and documentary evidence are submitted to the Lender. If the rents not paid by the due dates, the lender shall pay the due amount on your behalf to the debit of the borrower's account.

13. Income Tax

It is the borrower's responsibility to ensure that your income tax matters are in order during the term of the loan.

14. Material structural and/or transfer of the mortgage property

The borrower shall not waste, destroy or allow the destruction of any beacons; hedges or other landmarks and will not make any material change in the use of the mortgaged property without the prior written consent of the Lender.

15. Leasing and/or transfer of the mortgaged property

The borrower shall not lease, accept surrender of lease, transfer, charge or part with the mortgaged property or any part thereof without the prior written consent of the Lender.

16. Power of sale by public auction of the mortgaged property

In the event of failure to keep up monthly repayments, the Lender shall exercise its statutory rights which may include the sale by public auction of the charged property.

17. Right of set off and/or consolidation

The Lender reserves the right to set off and/or consolidate all or any accounts of the borrower/s in their own right whatever their nature.

18. Insurance

- 18.1.** All insurable assets forming part of the Bank's security (if any) shall be comprehensively insured against theft/damage/fire for the full value thereof during the tenure of the Facility by an insurance company approved by the Bank with the interest of the Bank being duly noted on the policy documents.
- 18.2.** Upon expiry of any insurance cover, the Borrower shall within seven (7) days of such expiry deliver to the Bank the relevant renewal advice failing which, the Bank shall be at liberty to effect such insurance at the Borrower's cost without further reference to the Borrower and debit the Borrower's account with any amount paid by the Bank.

19. Confidential information

- 19.1.** The bank may hold and process, by computer or otherwise, any information obtained about the Borrower as a consequence of this letter
- 19.2.** The borrower agrees that the bank may:
- 19.2.1.** Include personal data in its borrowers' systems which may be accessed by other companies in the bank's group for credit assessment, statistical analysis including behavior and scoring and to identify the products and services (including those supplied by third parties) which may be relevant to the borrower; and
 - 19.2.2.** Permit other companies within the Bank's group to use personal data and any other information it holds about the Borrower on the Bank's customer systems to bring to its attention products and services which may be of interest to the Borrower.
 - 19.2.3.** Access the borrower's information through the Credit Reference Bureau.
- 19.3.** The Borrower further agrees that the Bank may disclose its personal data and / or information relating to the borrower including data and information relating to any transaction Documents or the assets, business or affairs of the Borrower outside the Bank's group whether such personal data and / or information is obtained after the Borrower ceases to be Bank's customer or during the continuance of the Banker-customer relationship or before such relationship was in contemplation:
- 19.3.1.** For fraud prevention purposes;
 - 19.3.2.** To licensed credit reference bureaus or any other creditor;
 - 19.3.3.** To its external lawyers, auditors and other sub-contractors or persons acting as the Bank's agents;
 - 19.3.4.** To any person who may assume the lender's rights under this letter;
 - 19.3.5.** If the Bank has a right or duty to disclose or is permitted or compelled to do so by law; and

19.3.6. For purposes of exercising any power, remedy, right, authority or discretion relevant to this Facility Letter or any Transaction Document following the occurrence of an Event of Default, to any other person or third party as well.

19.4. The Borrower acknowledges and agrees that, notwithstanding the terms of any other agreement between the Borrower and the Bank, a disclosure of information by the Bank in the circumstances contemplated by this paragraph does not violate any duty owed to the Borrower either in common law or pursuant to any agreement between the Bank and the Borrower or in the ordinary course of banking business and the customs, usage and practice related thereto and further that disclosure as aforesaid may be made without reference to or further authority from the Borrower and without inquiry by the Bank as to the justification for or validity of such disclosure.”

20. Offer period

This offer letter must be accepted within 30 days from the date hereof, failing which the Bank reserves the right to withdraw the offer contained herein.

21. Legal Advice

The Lender recommends that the Borrower seeks independent legal advice on the terms of this letter and of any security to be issued hereunder to help him/her fully understands what the facility letter entails and the potential consequences and implications on the borrower by agreeing to its terms.

22. Applicable Law

This Facility Letter shall be governed by and construed in all respects in accordance with the Laws of Rwanda. Nothing in this Paragraph shall limit the right of the Lender to take proceedings against the Borrower in any other Court of competent jurisdiction, nor shall the taking or proceedings at one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

EXECUTION

For the Bank:

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FORM OF ACCEPTANCE

To: BPR BANK RWANDA LTD

Dear Sir,

I refer to your offer letter No. dated (of which the above is a copy) in which you offered to place at my disposal a mortgage loan of **Frw** (**Rwandan francs** **only**) on the terms and conditions contained therein and I am pleased to accept such offer on such terms and conditions. I further confirm that I have obtained independent legal advice and opinion on the meaning of terms and conditions contained in your said Letter as well as their full purport effect and tenor.

Yours faithfully,

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ANNEXURE I

1. SECURITIES CALLED FOR BEFORE DISBURSEMENT OF THE FIRST TRANCHE:

- 1.1. Promissory note of **Frw** signed by the Borrower in favor of the lender;
- 1.2. Comprehensive insurance policy (fire and allied perils) for the mortgaged house on plot No..... noting the interests of the Lender as the first loss payee;
- 1.3. Mortgage protection insurance policy of the Borrower covering the total loan amount noting the interests of the Lender as the first loss payee.

2. SECURITY CALLED FOR BEFORE DISBURSEMENT OF THE SECOND TRANCHE

First rank mortgage over the property on plot with UPI Number located in District, Sector, Cell and its developments thereon.

ANNEXURE II

I. Pre Drawdown Conditions

1. The Borrower to provide a proof of marital status;
2. Confirmation letter from mentioning that they hold the property on plot No as security and that they will release it after full payment of the Borrower's commitments in their books by the Lender;
3. The assignment of rental incomes to be signed by the Lender, the Borrower and the Tenant;
4. This facility shall be disbursed in two tranches. The first tranche shall be directly send by the Lender to the Borrower's account held into pay off her outstanding loan balance and the Second one shall be disbursed after security perfection of the given collateral on plot

AUTHENTIC DEED NUMBER VOLUME

The year two thousand and nineteen, the 19th day of February, We,, the public notary being and living in Kigali, certify that the deed, the clauses of which are here before reproduced were presented to us by:

- 1.
- 2. **BPR Bank Rwanda Plc**

Were present and all living in as witnesses to the deed and fulfilling the legal requirements. Having read to the subscribers and witnesses the content of the deed, the subscribers have declared before us and in the presence of the aforesaid witnesses that the deed, as it is written down, includes well their will.
 In witness whereof, the hereby deed was signed by the subscribers and us, authenticated and imprinted of the seal of RDB office of the notary.

THE SUBSCRIBERS

Borrower

Lender/BPR Bank Rwanda Limited

.....

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THE WITNESSES

.....

.....

The Notary

DERIVED RIGHTS

The deed fees:

Three Thousand Rwandan Francs, registered by us,, the Rwandan state Notary being and living in Kigali, under number **VOLUME** the price of which amounts to RWF derived under receipt N° of ...th February and issued by Rwanda Revenue Authority.

The Notary

.....

Execution Fees:

For execution of this document, the price amounts to Frw Rwandan Francs derived under the same receipt.

The Notary

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