

DATED 15 NOVEMBER 2021



**NAZA TTDI**

**NAZA TTDI CAPITAL BERHAD**  
(Registration No. 202101005829 (1406128-H))

**UNRATED ISLAMIC MEDIUM TERM NOTES PROGRAMME OF UP TO RM300.0 MILLION IN  
NOMINAL VALUE UNDER THE SHARIAH PRINCIPLE OF  
MURABAHAH (VIA TAWARRUQ ARRANGEMENT)**

**PRICING SUPPLEMENT**

**Tranche No. 2**

**Issue of**

**RM52.5 million in Nominal Value of Sukuk Murabahah**

**Principal Adviser/Lead Arranger/Lead Manager**



**ALLIANCE INVESTMENT BANK**

**Alliance Investment Bank Berhad** 197401004393 (21605-D)  
A Participating Organisation of Bursa Malaysia Securities Berhad

Alliance Investment Bank Berhad  
(Registration No. 197401004393 (21605-D))

*Pricing Supplement (Tranche No. 2) in relation to the unrated Islamic medium term notes programme of up to RM300.0 million in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement) by Naza TTDI Capital Berhad*

This document ("**Pricing Supplement**") is issued to give details of an issue of Islamic medium term notes ("**Sukuk Murabahah**") by Naza TTDI Capital Berhad (Registration No. 202101005829 (1406128-H)) (the "**Issuer**") under its unrated Islamic medium term notes programme of up to Ringgit Malaysia Three Hundred Million (RM300,000,000.00) in nominal value under the principle of Murabahah (via Tawarruq arrangement) ("**Sukuk Murabahah Programme**").

This Pricing Supplement is to be read in conjunction with the terms and conditions of the Sukuk Murabahah ("**Conditions**") set out in the trust deed dated 5 May 2021 made between the Issuer and Pacific Trustees Berhad (Registration No. 199401031319 (317001-A)) as the sukuk trustee ("**Sukuk Trustee**") and as the security trustee ("**Security Trustee**") and all documents incorporated by reference therein (collectively, the "**Trust Deed**"), which is made a part hereof as if set forth herein and Information Memorandum of the Sukuk Murabahah Programme dated 22 April 2021. Unless otherwise defined in this Pricing Supplement, capitalized terms used herein have the same meaning as the words and expressions defined in the Trust Deed.

The establishment of the Sukuk Murabahah Programme and the issuance of the Sukuk Murabahah under the Sukuk Murabahah Programme have been duly authorized by the Issuer pursuant to board of director's resolutions of the Issuer dated 22 April 2021 and 20 October 2021.

The Issuer hereby acknowledges that it has authorized the Principal Adviser/Lead Arranger/Lead Manager and/or its affiliates to circulate or distribute this Pricing Supplement on their behalf in respect of or in connection with the proposed offer or invitation to subscribe for and issue of the Tranche of Sukuk Murabahah described herein to prospective investors who fall within the ambit of the Selling Restrictions and that no further evidence of authorization is required.

This Pricing Supplement does not constitute, and may not be used for the purposes of, an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorized or to any person to whom it is unlawful to make such offer or solicitation, and no action is being taken to permit an offering of the Sukuk Murabahah or the distribution of this Pricing Supplement in any jurisdiction where such action is required.

This Pricing Supplement and its contents are strictly confidential and are made strictly on the basis that the recipient shall ensure that they will remain confidential. Accordingly, this Pricing Supplement and its content, the content of any document referred to herein and any information which is made available in connection with any further enquiries, must be held in complete confidence.

This Pricing Supplement is sent to selected persons who fall within the ambit of the Selling Restrictions. Any person who receives this Pricing Supplement who does not fall within the ambit of the Selling Restrictions must immediately notify the Principal Adviser/Lead Arranger/Lead Manager and return this Pricing Supplement to the Principal Adviser/Lead Arranger/Lead Manager or the Issuer.

In the event that there is any contravention of this confidentiality undertaking or there is reasonable likelihood that this confidentiality undertaking may be contravened, the Issuer may, at its discretion, apply for any remedy available to the Issuer whether at law, equity, including without limitation, injunctions. The Issuer is entitled to fully recover from the contravening party all costs, expenses and losses incurred and/or suffered, in this regard. For the avoidance of doubt, the recipient, the recipient's professional advisers, directors, employees and any other persons who may receive this Pricing Supplement or any part of it from the recipient shall be deemed to have agreed to abide by this confidentiality undertaking.

The recipient must return this Pricing Supplement and any other information in connection therewith to the Principal Adviser/Lead Arranger/Lead Manager promptly upon the Principal Adviser's/Lead Arranger's/Lead Manager's request.

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**THE DISTRIBUTION OF THIS PRICING SUPPLEMENT AND THE OFFERING OR SALE OF THE SUKUK MURABAHAH IN JURISDICTION OTHER THAN MALAYSIA IS RESTRICTED. PERSONS INTO WHOSE POSSESSION THIS PRICING SUPPLEMENT COMES INTO ARE REQUIRED BY THE ISSUER, THE GUARANTORS, THE PRINCIPAL ADVISER/LEAD ARRANGER/LEAD MANAGER TO INFORM THEMSELVES ABOUT AND TO OBSERVE SUCH RESTRICTION. FOR THE DESCRIPTION OF CERTAIN RESTRICTIONS ON OFFERS AND SALES OF THE SUKUK MURABAHAH AND ON THE DISTRIBUTION OF THIS PRICING SUPPLEMENT, SEE "SELLING RESTRICTIONS" IN THE TRUST DEED AND THE INFORMATION MEMORANDUM.**

### **Specific Final Terms**

The following items under this heading "**Specific Final Terms**" are the particular terms which relate to the Tranche No. 2 Sukuk Murabahah ("**Tranche 2 Sukuk Murabahah**") to which this Pricing Supplement relate. In case of any conflict between such terms and the terms and conditions set forth in the Trust Deed and/or the Information Memorandum, the terms set forth in this Pricing Supplement shall govern.

1. Issuer : Naza TTDI Capital Berhad  
(Registration No. 202101005829 (1406128-H))
2. Tranche No. : 2
3. Guarantors : (a) Naza TTDI Sdn Bhd  
(Registration No. 197301000447 (13978-T))  
(b) TTDI KL Metropolis Sdn Bhd ("**TKLM**")  
(Registration No. 200801003317 (804601-U))
4. Security Party : TKLM
5. Issuance Type : Sukuk Murabahah
6. Nominal Amount : RM 52,500,000.00
7. Issue Date : 19 November 2021
8. Tenure : 5 years
9. Maturity Date : 19 November 2026

*Pricing Supplement (Tranche No. 2) in relation to the unrated Islamic medium term notes programme of up to RM300.0 million in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement) by Naza TTDI Capital Berhad*

10. Fixed Profit Rate : 6.50% per annum
11. Periodic Profit Payment Frequency : Semi-annual
12. Tranche Security : (i) First party first ranking legal charge and assignment over the Designated Accounts in relation to Tranche 2 Sukuk Murabahah (please refer to "Details of Designated Accounts" below);  
(ii) Third party first ranking legal charge over the Charged Properties; and  
(iii) Legal assignment of the rights, interests, titles and benefits of the Security Party in respect of the sale proceeds and an irrevocable power of attorney granting the Security Trustee rights to deal with all matters related to the Charged Properties pursuant to a Trigger Event or an Event of Default.
- "Charged Properties"** in relation to Tranche 2 Sukuk Murabahah shall mean the parcel of land held under title particulars HS(D) 121388, PT 50051, Mukim Batu, Daerah Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur ("**Met 9**").
13. Security Coverage Ratio : At least 2.00 times
14. Details of Designated Accounts : **Disbursement Account Tranche 2**
- Account name:**  
Naza TTDI Capital Berhad - Disbursement Account Tranche 2
- Parties responsible for opening the account:**  
The Issuer
- Parties responsible for maintaining/operating account:**  
Prior to the occurrence of an Event of Default or Trigger Event, solely by the Facility Agent.  
Upon the occurrence of an Event of Default or Trigger Event, solely by the Security Trustee.
- Signatories to the account:**  
Prior to the occurrence of an Event of Default or Trigger Event, the Facility Agent.  
Upon the occurrence of an Event of Default or Triggering Event, the Security Trustee.

*Pricing Supplement (Tranche No. 2) in relation to the unrated Islamic medium term notes programme of up to RM300.0 million in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement) by Naza TTDI Capital Berhad*

**Sources of funds:**

All proceeds of Tranche 2 Sukuk Murabahah.

**Utilisation of funds:**

To be utilised in the manner as stated in the paragraph below entitled "Utilisation of proceeds".

**Finance Service Reserve Account Tranche 2**

**Account name:**

Naza TTDI Capital Berhad - Finance Service Reserve Account Tranche 2 ("FSRA Tranche 2")

**Parties responsible for opening the account:**

The Issuer

**Parties responsible for maintaining/operating account:**

Prior to the occurrence of an Event of Default or Trigger Event, solely by the Facility Agent.

Upon the occurrence of an Event of Default or Trigger Event, solely by the Security Trustee.

**Signatories to account:**

Prior to the occurrence of an Event of Default or Trigger Event, the Facility Agent.

Upon the occurrence of an Event of Default or Trigger Event, the Security Trustee.

**Sources of funds:**

The following funds shall be deposited into FSRA Tranche 2:

1. proceeds from the Disbursement Account Tranche 2;
2. Any cash contribution by the Issuer; and
3. Nominal amounts received from the Permitted Investments made from the FSRA Tranche 2.

**Utilisation of funds:**

The funds in the FSRA Tranche 2 may be withdrawn for the following purposes:

1. From time to time, to invest into Permitted Investments; and
2. To top-up any deficit amount in the Sinking Fund Account Tranche 2 in the event there is insufficient funds in the Sinking Fund Account Tranche 2 to meet any of the Periodic Profit Payments due and payable under Tranche 2 Sukuk Murabahah on the relevant

*Pricing Supplement (Tranche No. 2) in relation to the unrated Islamic medium term notes programme of up to RM300.0 million in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement) by Naza TTDI Capital Berhad*

#### Periodic Payment Date.

The FSRA Tranche 2 shall hold a minimum sum equivalent to the periodic profit payments due in the next six (6) months under Tranche 2 Sukuk Murabahah ("**FSRA Minimum Balance**"). In the event of any shortfall in the FSRA Minimum Balance, the Issuer shall ensure that the FSRA Minimum Balance is met within fourteen (14) business days from such shortfall date.

#### **Sinking Fund Account Tranche 2**

##### **Account name:**

Naza TTDI Capital Berhad - Sinking Fund Account Tranche 2

##### **Parties responsible for opening the account:**

The Issuer

##### **Parties responsible for maintaining/operating account:**

Prior to the occurrence of an Event of Default or Trigger Event, solely by the Facility Agent.

Upon the occurrence of an Event of Default or Trigger Event, solely by the Security Trustee.

##### **Signatories to account:**

Prior to the occurrence of an Event of Default or Trigger Event, the Facility Agent.

Upon the occurrence of an Event of Default or Trigger Event, the Security Trustee.

##### **Sources of funds:**

The following funds shall be deposited into Sinking Fund Account Tranche 2:

1. Any cash to be deposited by or on behalf of the Issuer and/or the Security Party pursuant to any Release and Replacement of Security or proceeds from the realisation of securities pursuant to a Trigger Event or an Event of Default;
2. Any cash contribution by the Issuer; and
3. Nominal amounts received from the Permitted Investments made from the Sinking Fund Account Tranche 2.

##### **Utilisation of funds:**

The funds in the Sinking Fund Account Tranche 2 may be withdrawn for the following purposes:

*Pricing Supplement (Tranche No. 2) in relation to the unrated Islamic medium term notes programme of up to RM300.0 million in nominal value under the Shariah principle of Murabahah (via Tawarruq arrangement) by Naza TTDI Capital Berhad*

1. From time to time, to invest into Permitted Investments; and
2. To meet the payment obligations in respect of the Periodic Profit Payments and/or principal amount due and payable under Tranche 2 Sukuk Murabahah.

The Sinking Fund Account Tranche 2 shall hold a minimum sum equivalent to the nominal value of the Tranche 2 Sukuk Murabahah ("**Sinking Fund Account Minimum Balance**") in accordance with the following schedule:

Months prior to maturity	Cumulative principal build up (%)
24 months	20
12 months	50
6 months	75
3 months	100

In the event of any shortfall in the Sinking Fund Account Minimum Balance, the Issuer shall ensure that the Sinking Fund Account Minimum Balance is met within fourteen (14) business days from such shortfall date.

15. Credit Rating : Not rated
16. Utilisation of proceeds : The proceeds from the issuance of Tranche 2 Sukuk Murabahah under the Sukuk Murabahah Programme shall be utilised by Naza TTDI Group for the following Shariah-compliant purposes:
- (i) working capital for the KL Metropolis project;
  - (ii) general corporate purposes; and/or
  - (iii) defray fees, costs and expenses in relation to the issuance of the Sukuk Murabahah and the Sukuk Murabahah Programme.
17. Other terms or special conditions : None

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## **PURPOSE OF PRICING SUPPLEMENT**

This Pricing Supplement comprises the final terms required for the Sukuk Murabahah described herein pursuant to the Sukuk Murabahah Programme.

## **RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement. The Issuer confirms that having made all enquiries as were reasonable, the information contained in this Pricing Supplement is in accordance with the facts and is not false, misleading and there is no omission of any material information.

Where information has been sourced or extracted from third parties, the Issuer confirms that to the best of its knowledge and belief, and as far as it is able to ascertain from such information, no facts have been omitted which would render the reproduced information inaccurate or misleading.

Signed on behalf of **Naza TTDI Capital Berhad**



Authorised signatory

Name: Eng Kim Haw

Designation: Chief Financial Officer