Musawamah Agreement

This Musawammah Agreement is made on this _____ day of _____ 2025, between:

Shaamilkar Financial Services Pvt Ltd, having its registered office at 234 Defence Raya Golf Housing, Phase 6, DHA, Lahore, hereinafter referred to as "Shaamilkar" which expression shall, where the context so permits, include its successors, administrators, and permitted assigns.

AND

Mr./Mrs./Ms. _____, CNIC No: _____,

residing at _____, hereinafter referred to as

"Customer" which expression shall, where the context so permits, include his/her

heirs, legal representatives, and permitted assigns.

Whereas the Customer has requested Shaamilkar for Musawamah financing, and Shaamilkar has purchased the Goods/article from the Supplier for onward sale to the Customer and has made the payment to the Supplier.

RECITALS:

A. Shaamilkar is engaged in providing microfinance facilities as per Islamic financing principles and desires to facilitate the Customer with a Musawamah-based loan to enable the purchase of a product (as mentioned in Section 1.1 below).

B. The Customer desires to purchase a product through a Musawamah arrangement from Shaamilkar on mutually agreed following terms and conditions.

1. FINANCING FOR THE PURCHASE OF THE GOODS:
   1.1 The customer hereby purchases the goods/article as per details given in this agreement through financing from Shaamilkar under the Musawamah mode of financing for a contract price of Rs. _____

   1.2 The Customer pays an Advance/Down payment of Rs. _____ in the prescribed bank account of Shaamilkar.

   1.3 The customer undertakes to pay the contract price referred to above in _____ installments, as per the schedule given in this agreement.

   1.4 Shaamilkar hereby sells - the goods under Musawamah mode of finance to the customer at the contract price of Rs. _____ and pays an advance of Rs. _____ and balance amount in _____ installments, as per the schedule given in this agreement.

2. MUSAWAMAH SALE:
   2.1   Under the Musawamah agreement, Shaamilkar agrees to sell, and the customer agrees to purchase the product at the price mentioned in section 1.1 above without any set off, rollover or counterclaim whatsoever on the due date and during business hours of business day, free and clear of any deductions or without withholdings to the bank account of Shaamilkar.
   2.2   Ownership of the product shall be transferred to the customer upon signing of this agreement and the Customer shall immediately be liable towards monthly payments of instalments to Shaamilkar for the amount in Section 1.1

3. LATE PAYMENT PENALTIES:
   3.1   The Customer, hereby acknowledges and agrees that, in the event of any delay in fulfilling monthly instalment under the terms of my agreement with Shaamilkar, the Customer undertakes to contribute a specified charity amount. This charity contribution is not a penalty, fee, or profit for Shaamilkar; rather, it is intended solely for charitable purposes, in strict accordance with Shariah principles.

4. EVENT OF DEFAULT:
   4.1   There shall be an Event of Default if in the opinion of Shaamilkar, any representation or warranty made or deemed to be made or repeated by the customer in or pursuant to any document delivered under this agreement (a) is found to be incorrect (b) any indebtedness of the customer when due or becomes due or capable of being declared due prior to its stated maturity;
   4.2   Notwithstanding anything contained herein, Shaamilkar may without prejudice to its other rights, at any time after the happening of an Event of Default by notice to the Customer declare that entire amount by which the Customer is indebted to Shaamilkar shall forthwith become due and payable.
   4.3   Shaamilkar reserves its rights to recover the outstanding balance from the Customer; and can seek to and approach any legal/official forum in this regard. In addition to making recovery calls, Shaamilkar with its internationally acclaimed and acknowledged smart device locking solution, can and will apply smart locking of device in the Event of Default. There will not be any application on device to obtain/retrieve any unconsented customer data. Smart locking is only with the intent of keeping the customer in financial discipline. The smart locking will be removed once the Customer clears the outstanding amount

5. WARRANTY AND LIABILITY:
   5.1   Shaamilkar makes no representation or warranty regarding the functionality or performance of the product. The customer acknowledges that any claims regarding product defects, warranties, or repairs will be pursued with the product's manufacturer or authorized dealers

5.2 Shaamilkar shall not be held liable for any defect, malfunction, or performance issues with the product after the sale is concluded.

6. TERMINATION:
    6.1 In case of Event of Default by the customer, including failure to make 3 consecutive installment payments Shaamilkar reserves the right to terminate this agreement by providing written notice to the customer. In such an event, Shaamilkar may repossess the product
    6.2 In this case, the customer will receive the deposited amount back; however, the Shaamilkar may deduct an amount equivalent to the depreciation in value due to its usage.

7. EARLY REPAYMENT:
    7.1 The customer may opt for early repayment of the loan. In such a case, no Discount will apply, and the borrower will be required to pay only the outstanding principal amount

8. DISPUTE RESOLUTION:
    8.1 Any disputes arising out of or in connection with this agreement shall be resolved amicably
    8.2 If the dispute remains unresolved it shall be referred to arbitration under the Arbitration Act, 1940, or any statutory modification or reenactment thereof for the time being in force
    8.3 The venue for arbitration shall be in the city of Lahore, and the arbitration proceeding shall be conducted in English

9. GOVERNING LAW:
    8.1 This agreement shall be governed by and construed in accordance with the laws of Pakistan, including Islamic principles of financing and Shariah compliant practices

10. INDEMNITIES:
    10.1 The Customer hereby indemnifies Shaamilkar against any expense which Shaamilkar shall prove as rightly incurred by it because of:
        (i) the occurrence of any event of default
        (ii) the purchase and sale of goods or any part thereof by the Customer or the ownership get off, and
        (iii) any misrepresentation

11. ASSIGNMENT:

    11.1   This contract shall be binding upon and inure to the benefit of and be enforceable by Shaamilkar, against the Customer, and respective successors permitted and are parties here too, and the Customer will not assign or transfer any of its rights or obligations under this agreement, without the written consent of Shaamilkar.

12. GENERAL:

    12.1   Shaamilkar is not accountable to the customer for any loss, damages, claim, demand, liability, cost or expense of any kind sustained by the customer directly or indirectly resulting from/or an inadequacy for any

              purpose, or any defect therein, in the article/product selected by him, or sustained by the customer due to his negligence directly or indirectly.

    12.2   Shaamilkar shall have the right to cancel and to terminate this agreement in case of customer's default to make any installment after due date. Customer must understand all the terms and conditions stated above as the same have been briefly explained to him and further state that all the particulars/details provided by customer are true and correct to the best of his knowledge and Shaamilkar is free to verify the details/particulars given by him and his references through their own sources at any time.

    12.3   The Customer hereby declare/undertake/certify that:
              -he is free from all encumbrances of FATCA/CRS/NACTA/PEP/UNSC/OFAC
              -he presents all rights to Shaamilkar to obtain, verify and store his information through Verisys/biometrics or any other mode for any present or future transaction
              -in case of his death, his legal heirs, shall be liable to pay the balance amount or return the product to Shaamilkar, in good condition

    12.4   Shaamilkar has the right to retain the data of the customer for future use without any permission from the customer

In witness whereof this agreement is duly executed on the date and year first aforementioned.

SCHEDULE

Article	Make	Model No.	Serial No.

Total Amount (Rs)	Down Payment (Rs)	Balance Payment (Rs)	Monthly Instalment (Rs)
Total Instalments		Instalment Due Date	

Shaamilkar Signature   _____

Customer Signature   _____

Witness Signature   _____