Ref:
Date:

Customer Name
CNIC no
Current residential address & city

FACILITY OFFER LETTER
BOP TAQWA HOUSE FINANCE Apni Chhat Apna Ghar FACILITY of PKRs. ---------
-------/-
For Construction on own plot

1. With reference to your application for BOP Taqwa House finance **Apni Chhat Apna Ghar** facility, we on behalf of the bank are pleased to inform you that **The Bank of Punjab, Lahore** (hereafter referred to as the 'Bank') has, in principle provisionally, approved the said facility in favor of **Mr./Miss/Mrs. (customer name)** (hereafter referred to as the 'Customer') which is to be utilised strictly in accordance with the terms & conditions mentioned hereunder:

2. Apni Chhat Apna Ghar FINANCE FACILITY

Purpose:	Construction on plot house # (complete property address & size) ("Musharakah Asset") owned by (owner name) on the basis of DM-SLB
Finance Amount:	PKRs. ----------/- (Pak Rupees ----------Only).
Tenure:	____ Years including grace period of 3 months from 1st disbursement. (as per approval)
Note: -	(i) any Shariah Compliant conditions marked in approval

3. SECURITIES:

1. Noting/Lien in LRMIS/PLRA records in favor of the bank over property described above (Musharakah Asset).

2. Personal Guarantees of Mr./Miss/Mrs. (Customer name).

4. SCHEDULE OF CHARGES

DESCRIPTION	CHARGES
All stamp duties, CVT, and expenses related to Lien Marking .	At Actual

5. OTHER TERMS & CONDITIONS:

i. Disbursement of Finance will be subject to completion/procurement of all prescribed charge documents/ formalities required as per bank's policy for the facility being offered and satisfactory Legal Opinion.
ii. The legal/charge documents shall be executed and witnessed in accordance with Article # 17 of Qanoon-e-Shahadat Ordinance 1984.
iii. The facility is approved on the basis of recommendations and information provided with the condition that it should not be against Bank's overall rules, procedures and SBP's instructions in the light of Prudential Regulations, Shariah guidelines and Bank's Consumer Credit Policy.
iv. The facility is structured under a Diminishing Musharakah arrangement. The monthly payment comprises (i) the rental payable for the use of the Bank's undivided Musharakah share, and (ii) the price payable for the purchase of Musharakah Units. No return is guaranteed to the Bank except through Shariah-compliant rental.s ita The Customer hereby represents, warrants, and confirms that he/she has conducted all necessary due diligence and is fully satisfied with respect to the nature, type, location, market value, legal title, and all documentation requirements pertaining to the Musharakah Asset. The Customer further acknowledges that such satisfaction has been reached independently, without reliance upon any representation, warranty, or assurance from the Bank, and that he/she assumes full responsibility for any risks, liabilities, or consequences arising therefrom.
v. The Customer at his/her own cost and expenses, shall obtain, procure, and maintain all requisite approvals, permits, licenses, No Objection Certificates, authorizations, consents, and clearances from all relevant governmental, municipal, regulatory, and statutory authorities, as may be required in connection with the Musharakah Asset and any construction, development, alteration, or improvement carried out thereon. Such approvals and consents shall be obtained by the Customer prior to commencement of any construction activity and shall be maintained in full force and effect throughout the duration of the Musharakah arrangement. The Customer hereby indemnifies and holds harmless the Bank from and against any claims, liabilities, penalties, or consequences arising out of failure to obtain or maintain such approvals.
vi. The payment plan shall be fixed for the entire period of facility.
vii. Debit authority of the Customer's bank account shall be received for collection of rentals/Unit(s) price. It will be the responsibility of Customer to ensure availability of sufficient funds in bank account on each due date.
viii. Execution of all prescribed charge/legal documents by the Customer himself.
ix. All Legal formalities to be completed as per Legal Opinion.
x. Consistently clean Credit Information Report would be sought from SBP. In case subsequently counteractive report appears the Bank will have the right to recall the entire outstanding finance facility with the approval of authorized credit committee. Any recall or enforcement shall be exercised in accordance with the purchase of the Bank's Musharakah share as provided in the Musharakah and Payment Agreements.
xi. The Customer cannot transfer House Finance facility to other bank/DFIs without prior permission from the Bank.
xii. The Customer acknowledges the Bank's right to not sell him/her the Musharakah Units before the expiry of 1 year from last tranche disbursed by the Bank for purchase of Bank's Musharakah Share in the Musharakah Asset.
xiii. As per the regulatory directives of State Bank of Pakistan issued from time to time, the Bank will be required to report the financing status of the Customer in SBP Electronic Credit Information Bureau (eCIB) as well as any private bureaus, including but not limited to any negative history like overdue, late payments, financial relief (waiver, write-off etc.), restructuring, litigation etc. Such data of negative history (overdue/write off/late payments/rescheduling-Restructuring) may continue to appear in Customer's eCIB reports up to a period of 2 years for Individual/ Joint Account Holder/ Consumer customers from the date of final settlement and up to 10 years for Corporate customers (partnerships, limited liability concerns, GRE) in case of financial relief i.e. write off/waivers. Rescheduling/ Restructuring will continue to appear in Corporate customers for a period of 5 years from the date of reporting. The Bank shall not be responsible and shall be held harmless against any implications with other financial institutions or creditors arising whatsoever as a result of such reporting.

xiv. The Customer/Applicant authorises the Bank to pay on his/her behalf the applicable stamp duty, payable on the documents executed under the Scheme and to procure and collect the stamp papers and/or its challans, as the case may be, in this regard.

xv. The facility is approved and being extended subject to the Customer's affirmation and declaration that, as of the date of the online application submission, he/she is the sole owner and in physical possession of the piece and parcel of land upon which they intend to construct a residential unit using the finance under the facility. The Customer further warrants that said land does not exceed 5 Marlas in an Urban area or 10 Marlas in a Rural area.

xvi. The Customer expressly affirms and consents that he/she has no objection to a marked lien in favour of NRSP, Akhuwat or Urban Unit, as may be applicable, deemed as security against the property upon which construction is to be carried out using the facility.

The Customer unequivocally acknowledges that the said lien shall remain in full force and effect and shall only be released upon the issuance of formal clearance or NOC by the Bank, confirming that all obligations of the Customer have been satisfied in full.'

6. DISBURSEMENT OF FINANCE

i. The disbursement will be made in 2 tranches as per approval. The disbursement of 1st tranche shall be made after completion of all formalities & final approval.

ii. 2nd tranche of financing shall be disbursed only after proper utilization of previous tranche and completion of all approved terms and conditions of the Bank.

iii. Non-utilization of the amount, paid by BOP-TIB as its investment of its Musharakah Share, for construction of Musharakah Assets shall be treated as Event of Default as defined in the Agreement(s)

7. CREATION OF LIEN;

The Customer confirms and acknowledges that a Noting/lien shall be marked in LRMIS/PLRA records as security over his property/Musharakah Asset in favour of the Bank against the finance facility being extended and availed by him/her under the aforesaid program/scheme, restricting his right to sell, transfer or convey the said property/asset. Such lien shall remain in place until the finance amount is fully re-paid by the Customer to the Bank and his account is fully adjusted and settled. .

_____ _____

Authorized Signatory **Authorized Signatory**

Acknowledgement and Acceptance of facility offer letter

_____

Customer Signature – s.d.

Mr._____

CNIC No: _____

This Asset Purchase Agreement (**"Purchase Agreement"**) is made at Lahore on _____.

By and Between

Taqwa Islamic Banking - The Bank of Punjab, a Banking Company, incorporated and existing under the laws of Pakistan, having its head office/registered office at BOP Tower, 10-B, Block E-II, Main Boulevard Gulberg III Lahore (hereinafter referred to as "**BOP-TIB**" which expression shall where the context so permits, mean and include its Successors-in-Interest, Successors-in-Title and permitted assigns) of the One Part; through its duly appointed attorney(ies)

AND

_____ **,** (hereinafter referred to as the **"Customer"** which expression shall where the context so permits mean and include its successors in interest, permitted assigns and representatives) of the Other Part.

(BOP-TIB and the Customer shall individually be referred to as the "Party" and collectively as the "Parties".)

WHEREAS, the Customer on the date of these presents is seized and possessed of and otherwise well and sufficiently entitled to legal title and ownership of certain fixed assets, the details of which shall be provided in **Appendix 'A',** from time to time (hereinafter referred to as the Assets).

AND WHEREAS the Customer has agreed to sell, from time to time, a certain proportion (as specified in **Appendix 'A'** attached hereto) of its ownership of the Assets to BOP-TIB, and BOP-TIB has agreed to purchase, from time to time, the ownership of the Assets along with all benefits and rights in the proportion specified in **Appendix 'A',** attached hereto, from the Customer, for a Purchase Price as specified in Appendix 'A'.

NOW THEREFORE THIS PURCHASE AGREEMENT WITNESSETH AS UNDER

1. That in pursuance of this Purchase Agreement and in consideration of the Purchase Price **to be** paid by BOP-TIB to the Customer, the Customer will offer to sell to BOP-TIB and BOP-TIB will accept the offer and purchase from the Customer a proportion of the Assets, from time to time, as more particularly described in the Appendix 'A' hereto.

2. Each Asset Purchase transaction shall be executed by the Parties through signing/digitally signing of the attached Appendix 'A'. Each Appendix shall be attached with this Purchase Agreement.

3. BOP-TIB's ownership share and Customer's ownership share in the Assets shall be specified in Appendix 'A'.

4. The Customer hereby warrants and represents to BOP-TIB as follows:

5. The Customer is the lawful and exclusive owner of the Assets and the same are free from any defect of title, mortgages, liens, claims, encumbrances, objections, or charges of any and all kinds;

6. All taxes, dues, outgoings, bills, demands, levies, rent and other charges in respect of the Assets shall have been paid by the Customer before signing of attached Appendix 'A';

7. No litigation, arbitration or other proceeding of or before any court, arbiter, governmental authority or agency is pending or to the knowledge of the Customer threatened against the Customer or any of its properties or assets which, if adversely determined, would have a material adverse effect on the Assets, or which would enjoin or restrain the execution or performance of this Purchase Agreement;

8. The Customer is not a party to, nor are the Assets bound by any order, agreement or instrument under which the Customer is, or in certain events may be, required to create, assume or permit to arise any encumbrance over or in respect of the Assets.

9. The Customer has the necessary power and authority to transfer/ sell the Assets to BOP-TIB in terms of this Purchase Agreement.

The Parties have executed this Purchase Agreement on the date and year mentioned herein above.

Customer – s.d.	For and on Behalf of **Taqwa Islamic Banking - The Bank of Punjab**

This Appendix shall be attached to and form an integral part of the Asset Purchase Agreement made at Lahore on _____ between _____ and Taqwa Islamic Banking - The Bank of Punjab.

APPENDIX 'A'

Date:_____

The Customer hereby sells a certain proportion of its ownership of the Assets (as described below) to BOP-TIB, and BOP-TIB hereby purchases the ownership of the Assets, along with all benefits and rights attached thereto, in the proportion from the Customer, for a Purchase Price (as specified below) already received by the Customer.

Details of Assets	

Purchase Price paid by BOP-TIB: Rs. ----------
BOP-TIB's Total share in the Assets: Rs. ----------
Customer's Total share in the Assets: Rs. ----------
Total Value of the Assets: Rs. ----------

The Customer confirms that all representations and warranties made by the Customer in the Asset Purchase Agreement are true as of the date hereof.

_____ _____

Customer – s.d.

For and on Behalf of
Taqwa Islamic Banking
The Bank of Punjab

SHIRKAT-UL-MILK AGREEMENT

Between
Taqwa Islamic Banking - The Bank of Punjab

And

_____

This SHIRKAT-UL-MILK AGREEMENT is made at **Lahore** on this **_____** (hereinafter referred to as the **"Agreement"**)

BETWEEEN

Taqwa Islamic Banking - The Bank of Punjab, a Banking Company, incorporated and established pursuant to The Bank of Punjab Act 1989, licensed by the State Bank of Pakistan under the Banking Companies Ordinance, 1962 , having its head office/registered office at BOP Tower, 10-B, Block E-II, Main Boulevard Gulberg III Lahore (hereinafter referred to as "**BOP-TIB**" which expression shall where the context so permits, mean and include its Successors-in-Interest, Successors-in-Title and permitted assigns) of the One Part; through its duly appointed attorney(ies)

AND

_____S/O _____
residing _____,
(hereinafter referred to as the **"Customer"** which expression shall where the context so permits mean and include its successors in interest, permitted assigns and representatives) of the Other Part.

(BOP-TIB and the Customer shall individually be referred to as the "Party" and collectively as the "Parties".)

WHEREAS the Parties have agreed to enter into a Musharakah (Shirkat-ul-Milk), to create joint ownership in Musharakah Assets, subject to the terms, conditions and covenants contained in this Agreement**:**

NOW, THEREFORE THIS AGREEMENT WITNESSETH:

1 Definitions:

1.1. In this Agreement, unless the context so otherwise provides the terms appearing hereunder shall have the following assigned definitions:

1.1.1. **"BOP-TIB's Musharakah Share"** means the share of BOP-TIB in the Musharakah Assets. BOP-TIB's Musharakah Share shall be envisaged in Appendix 'A' of this Agreement, which is an integral part of this Agreement;

1.1.2. **"Business Day"** means a day on which Financial Institutions are open for business in Pakistan;

1.1.3 **"Customer's Musharakah Share"** means the share of the Customer in the Musharakah Assets. Customer's Musharakah Share shall be envisaged in Appendix 'A' of this Agreement, which is an integral part of this Agreement;

1.1.4 **"Effective Date"** means the date of execution of this Agreement or the date on which BOP-TIB Participates in the Musharakah Assets, by paying BOP-TIB's Musharakah Share, which ever is later;

1.1.5. **"Event of Default and Termination"** means any of the events or circumstances described in clause 8 of this Agreement;

1.1.6. **"Musharakah"** means a participatory arrangement between BOP-TIB and the Customer whereby BOP-TIB and the Customer have jointly participated in the Musharakah Assets, through payment of their respective shares in the Musharakah Assets, for the purpose of creating a 'Shirkat-ul-Milk' (joint ownership) in the Musharakah Assets, as per the terms of this Agreement. Musharakah here strictly refers to only joint ownership in assets and does not include Shirkat-ul-Aqd/profit and loss sharing arrangement;

Any loss to the Musharakah Assets, not arising from negligence or misconduct of the Customer, shall be borne strictly in proportion to the respective Musharakah shares of the Parties.

1.1.7. **"Musharakah Assets"** means the asset(s) described in Appendix 'A' of this Agreement (which is an integral part of this Agreement), in which BOP-TIB and the Customer have agreed to enter into Musharakah. Musharakah Assets will also include any other asset in which the parties agree to create Shirkat-ul-Milk from time to time and which will be duly reflected in Appendix 'A' to be attached with this Agreement from time to time;

1.1.8. **"Musharakah Units"** means the division and classification of BOP-TIB's Musharakah Share and Customer's Musharakah Share into units of the value and in the number appearing in Appendix 'A' of this Agreement;

1.1.9. **"Participate / Participation"** means disbursement by BOP-TIB for investment/purchase of BOP-TIB's share in the Musharakah Assets. BOP-TIB's Participation / investment in the Musharakah may be made available to the Customer in one or more tranches;

1.1.10. **"Taxes"** includes all present and future taxes, levies, imposts, duties, fees or charges of whatever nature, including but not limited to Property Tax, Transfer Tax, Stamp Duty, Registration Fee, dues, Capital Value Tax (if applicable), all other usage related taxes and levies with delayed payment charges thereon and penalties in respect thereof and excludes income tax arising on the income of BOP-TIB and "Taxation" shall be construed accordingly.

Article headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement. In this Agreement, unless the context otherwise requires, references to Articles and Schedules/Appendices are to be construed as references to the Articles of, and Schedules/Appendices to, this Agreement, unless otherwise stated, and references to this Agreement include its schedules/Appendices; words importing the plural shall include the singular and vice versa and reference to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any state or any agency thereof.

2 **Musharakah (Shirkat-ul-Milk):**

2.1 The Parties have agreed to enter into Musharakah ('Shirkat-ul-Milk') by contributing their respective shares in the Musharakah Assets.

'Shirkat-ul-Milk' is a joint ownership of BOP-TIB and the Customer in the identified and specified Musharakah Assets and it is not a business partnership meant to undertake commercial activity and share profit and loss thereof.

To further clarify, under this Agreement, neither BOP-TIB nor the Customer intends to jointly perform any commercial activity in order to earn income or to share profit/loss.

Under this Agreement, neither BOP-TIB is willing to enter into Customer's business (if any) nor BOP-TIB intends to share profit/loss of the Customer (if any). Also under this Agreement, Customer is not entitled to have claim of any kind whatsoever in the commercial activities of BOP-TIB.

2.2 BOP-TIB's respective Musharakah Share, its proportionate Musharakah Units and the Customer's Musharakah Share and its proportional Musharakah Units shall be set out in Appendix 'A' of this Agreement.

3 **Participation In Musharakah Assets:**

3.1 The Customer shall be responsible for checking the suitability, specifications, conditions and all other matters relating to the Musharakah Assets, including but not limited to, ensuring proper legal and marketable title and possession and BOP-TIB shall bear no liability in relation to any defect in the Musharakah Assets.

Furthermore, the Customer shall all outstanding dues in respect of the Musharakah Assets levies, including but not limited to Property Tax, utility bills, taxes, Charges of any government, autonomous or local authority etc has been paid and BOP-TIB shall bear no liability in relation to any such outstanding dues or taxes.

3.2 BOP-TIB shall make available the investment of its Musharakah Share by making payment direct to the Customer and by virtue of which, BOP-TIB shall acquire the proportionate share of Musharakah Assets, which has been documented by an 'Asset Purchase Agreement' executed between the Customer and BOP-TIB.

3.3 Where the Musharakah Assets are owned jointly in terms of this Agreement, the Musharakah Assets can remain in physical possession of the Customer and can be registered in the name of the Customer under the applicable laws. The Customer however acknowledges that ownership, title and right of property in and to the Musharakah Assets shall at all times remain vested in BOP-TIB to the extent of BOP-TIB's Musharakah Share.

4. **Ownership Expenses:**

BOP-TIB and the Customer shall jointly pay the ownership related expenses relating to the Musharakah Assets, in proportionate to their respective shares in the Musharakah during the entire term of Musharakah. The Customer may, however, opt to pay such ownership expenses from his/her/its own sources. If customer pays the amount the TIB-BOP shall bear proportional expenses.

Any such expenses paid by the Customer, on behalf of BOP-TIB, during every three month(s) period shall be intimated (alongwith necessary documentary proof) by the Customer to BOP-TIB on the last working day of that period for reimbursement from BOP-TIB (as per BOP-

TIB's Musharakah share). For the last three month period, the Customer shall estimate and intimate to BOP-TIB an amount expected to be incurred for ownership expenses on the last working day of the preceding period.

5 Conditions Precedent:

The Customer unconditionally concedes and agrees that the obligation of BOP-TIB under this Agreement, to provide BOP-TIB's Musharakah Share, in the Musharakah Assets, is subject to the conditions as enumerated herein below:

a Duly executed versions of this Agreement and the security documents to be obtained in accordance with articles and clauses herein below and such other documents as may be related or incidental to the terms of this Musharakah arrangement have been received by BOP-TIB to its satisfaction.

b All such documents, approvals, No Objection Certificates, consents and clearance, as have been reasonably requested by BOP-TIB in connection with this Agreement, have been received by BOP-TIB.

c The Customer has certified its satisfaction with regard to the nature, type, location, value, title and documentation requirements of the Musharakah Assets.

6. BOP-TIB's Representations And Warranties:

BOP-TIB warrants and represents as under:

a) That it is a Financial Institution duly established pursuant to The Bank of Punjab Act 1989, licensed by the State Bank of Pakistan under the Banking Companies Ordinance, 1962 and licensed to carry on Islamic Banking Business, under the laws of Islamic Republic of Pakistan and supervision of Shariah Board;
b) BOP-TIB has unfettered and complete legal rights, powers and authority to enter into, execute and deliver this Agreement and to perform the transactions set forth herein;
c) All requisite corporate requirements are adequately complied with, and mandatory approvals, consents and N.O.C have been obtained to enable BOP-TIB to enter into and perform its obligations under this Agreement.

7 Customer's Representations And Warranties:

The Customer warrants and represents as under:

a) The Customer has means and competence to execute, deliver and perform and discharge its contractual obligations under this Agreement and this Agreement constitutes valid and legal obligations upon the Customer, permissible and enforceable in accordance with its terms;

(b) The execution, delivery and performance of this Agreement and any incidental agreement, instrument or undertaking by the Customer shall not result in any breach of or default under any agreement or other instrument to which the Customer is a party or is subject;

(c) There are no grounds, legal recourse or proceedings pending, or to the knowledge of the Customer threatened against the Customer, the adverse determination of which may have a material effect on the financial condition of the Customer or may impair the ability of the Customer to perform any of his obligations or affect the enforceability of this Agreement;

(d) No event or circumstance, which constitutes the giving of notice or lapse of time or both has occurred that constitutes an Event of Default and Termination, has occurred and is continuing;

(e) The Customer shall inform BOP-TIB of any Event of Default and Termination or any event, which with the giving of notice or lapse of time or both would constitute an Event of Default and Termination, forthwith upon becoming aware of the same thereof;

(f) The Customer shall provide BOP-TIB with such requisite financial and other information related to his affairs, as BOP-TIB may from time to time reasonably require;

(g) That the Musharakah Assets shall not be in any event let or sub-let to any third party and shall not be used for any criminal, illegal purposes and for storage of any contraband item.

8 Events Of Default And Termination:

8.1 There shall be an Event of Default and Termination of this Agreement, if in the opinion of BOP-TIB the Customer is in breach of any of the terms of this Agreement, including the following:

(a) The Customer fails to pay any ownership related amounts in terms of and under this Agreement;

(b) The Customer defaults and fails to observe and punctually perform any of the provision of this Agreement and such default has not been remedied within thirty (30) days, from the date, when BOP-TIB notifying the Customer of such default;

(c) Any representation or warranty made or deemed to be made or repeated by the Customer in or pursuant to this Agreement or in any document delivered under this Agreement is or proves to have been incorrect in any respect;

(d) The Customer stops or suspends payment any of its debt generally or is unable or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Customer under any law, regulation or procedure relating to reconstruction or readjustment of debts;

(e) The Musharakah Assets ceased to be in the possession of the Customer for any reason whatsoever, without the express written consent of BOP-TIB;

(f) The title of the Musharakah Assets and/or the security interest of BOP-TIB is in the process of being alienated, encumbered or being changed in any manner whatsoever;

(g) Value of the security is depleted or deteriorated and in the reasonable opinion of BOP-TIB the same is not sufficient to adequately secure Customer's obligations under this Agreement and the Customer fails to furnish adequate security to the satisfaction of BOP-TIB within a period of 10 (ten) days of BOP-TIB requiring the same;

(h) The customer unable to utilize the amount, paid by BOP-TIB as its investment of its Musharakah Share, for construction of Musharakah Assets.

(i) If any judgment against the Customer remains unsatisfied for more than thirty (30) days.

8.2 BOP-TIB may, without prejudice to any of its other rights, at any time after the occurrence of an Event of Default and Termination, by notice to the Customer at his last known address specified by the Customer to BOP-TIB, terminate this Agreement, without giving any opportunity to the Customer for any remedy and /or clarification. BOP-TIB shall first offer the

Customer the option to purchase the Bank's Musharakah share at fair market value. Only upon refusal or failure may the Bank proceed with sale to a third party.

9 Security:

9.1 Since the Musharakah Assets will remain in physical possession of the Customer, therefore, as security for the effective and timely adherence and performance of the Customer's obligations, in accordance with the terms of this Agreement, the Customer shall provide security (including the title of the Musharakah Assets) and any other document as may be deemed necessary by BOP-TIB.

9.2 Any security obtained shall be for securing obligations under this Agreement and shall not convert the Musharakah arrangement into a debt-based transaction.

10 Alteration In The Musharakah Assets:

10.1 Without written consent of BOP-TIB, the Customer shall not make any additions, improvements, or alterations in the Musharakah Assets and if done without the consent of BOP-TIB, the Customer shall bear all the costs to restore the Musharakah Assets to its original state.

10.2 Any additions, improvements, or alteration made in the Musharakah Assets, with the written consent of BOP-TIB, shall be deemed to form part of Musharakah Assets.

11 Indemnity:

11.1 The Customer hereby assumes and shall bear, from the commencement of the Musharakah, losses, damages, detriments, caused to Musharakah Assets either wholly or partially, due to the negligence of the Customer.

11.2 The Customer undertakes to indemnify BOP-TIB against all legal damages, expenses which BOP-TIB shall suffer and rightly incurred by it, as a consequence of (i) occurrence of any Event of Default and Termination, (ii) any default in payment by the Customer of any sum under this Agreement when due, and (iii) due to any misrepresentation by the Customer.

12 Notices And Other Matters:

12.1 Every notice or other communication under this Agreement shall be in writing, delivered personally, through registered post and by courier or addressed to the relevant party at given address, stated in the recital of this Agreement, or to any telex or telefax number, which is published as belonging to it (or such other address or telefax or telex number, as is notified by one Party to the other under this Agreement). Every notice or other communication shall, subject as otherwise provided in this Agreement be deemed to have been received in the case of a letter when delivered personally or three (3) days after it has been delivered to a courier company for delivery to the addressee and in the case of a telex at the time of dispatch with confirmed answer back of the addressee appearing at the beginning and end of the transmission or in the case of telefax when the recipient confirms by telex receipt of the transmission (provided that it shall be deemed to have been received at the opening of business on the next such Business Day).

12.2 Subject to Clause 12.1, the Customer shall notify to BOP-TIB, without delay, (a) any change in the address of the Customer (b) any change in the representative of the Customer who will deal with BOP-TIB (c) any change in the constitution and status of the Customer. However, in cases where the Customer does not notify BOP-TIB regarding change of address the last known address given by Customer to BOP-TIB shall be deemed proper address.

12.3 No failure or delay on the part of BOP-TIB to exercise any power, right or remedy under this

Agreement shall operate as a waiver thereof nor shall any single or partial exercise by BOP-TIB of any power right or remedy preclude any other or further exercise thereof or the exercise of any other powers and rights or remedy. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

13 **General:**

13.1 This Agreement is governed by and shall be construed in accordance with the Laws of Pakistan, and in line with the Islamic principles of Shariah as determined by the Shariah Board of BOP-TIB. All competent courts at **Lahore** shall have the exclusive jurisdiction to hear and determine any action, claim or proceedings arising out of or in connection with this Agreement. The amounts payable by the Customer to BOP-TIB under this Agreement may be recovered through the Banking Courts, under the Financial Institutions (Recovery of Finances) Ordinance, 2001 or any other law for the time being in force.

13.2 Any reconstruction, division, reorganization or change in the constitution of BOP-TIB or its absorption in or amalgamation with any other Person(s) Institution(s)/ Organization(s), or the acquisition of all or part of its undertaking by any other Person(s) Institution(s) / Organization(s) shall not in any way prejudice or affect its rights under this Agreement.

The Parties to this Agreement have caused this Agreement to be duly executed on the date and year first aforementioned.

Customer – s.d.	**For and on behalf of Taqwa Islamic Banking - The Bank of Punjab**

This Appendix shall be attached to and form an integral part of the Shirkat-ul-Milk Agreement made at Lahore _____ on _____ between _____ and Taqwa Islamic Banking - The Bank of Punjab.

APPENDIX 'A'

Date: _____

Description of Musharakah Assets:

_____
_____
_____.

Total value of Musharakah Assets : Rs. _____

BOP-TIB's Musharakah Share : Rs. _____ ; BOP-TIB : _____%

Customer's Musharakah Share : Rs. _____; Customer : _____%

Number of Musharakah Units : _____-Units

Value of each Musharakah Unit : Rs. 1/=

_____ _____

Customer – s.d.

For and on behalf of
Taqwa Islamic Banking – The Bank of Punjab

DEBIT AUTHORITY

The Bank of Punjab – Taqwa Islamic Banking
Lahore

Dated:_____

Dear Sirs,

I/We thank you for providing me/us HOUSE FINANCE Apni Chhat Apna Ghar FACILITY of Rs. _____ (Rupees _____
_____
_____ only), on my/our request dated _____.

In order for you to recover the amounts due from me/us, I/we hereby irrevocably authorize you, to debit my/our account on monthly basis with the amounts of monthly rentals as well as price of Musharakah Unit(s) due as per the Agreement(s), cheque return charges and other receivables/charges due or becoming due and payable by me/us.

Deposit of amount of Musharakah Unit(s) in the account(s) shall be treated as my/our Offer to purchase the Musharakah Unit(s) and dispatch/digital intimation of Debit Advice of the subject account(s) by the Bank to my/our last known address shall be deemed as Bank's acceptance for sale of Bank owned Musharakah Unit(s) to me/us.

Any amount so debited to my/our above account as aforesaid shall neither be questioned nor challenged by me/us and the bank shall not be liable for such debits on any ground whatsoever.

To enable the bank to carry out my/our above irrevocable standing instructions, I/we hereby undertake to keep the account in funds or provide funds in case of need as and when demanded.
Sincerely yours,

_____
Customer – s.d.

PAYMENT AGREEMENT

BETWEEN
Taqwa Islamic Banking - The Bank of Punjab
AND
_____

This PAYMENT AGREEMENT ("Payment Agreement") is made at Lahore on this **_____.**

Between

Taqwa Islamic Banking - The Bank of Punjab, a Banking Company, established pursuant to The Bank of Punjab Act 1989, licensed by the State Bank of Pakistan under the Banking Companies Ordinance, 1962 incorporated and existing under the laws of Pakistan, having its head office/registered office at BOP Tower, 10-B, Block E-II, Main Boulevard Gulberg III Lahore (hereinafter referred to as "**BOP-TIB**" which expression shall where the context so permits, mean and include its Successors-in-Interest, Successors-in-Title and permitted assigns) of the One Part; through its duly appointed attorney(ies)

AND

_____resi ding at _____
(hereinafter referred to as the **"Customer"** which expression shall where the context so permits mean and include its successors in interest, permitted assigns and representatives) of the Other-Part

(BOP-TIB and the Customer shall individually be referred to as the "**Party**" and collectively as the "**Parties**".)

Capitalized terms used herein shall have the meanings assigned to them in the Shirkat-ul-Milk Agreement dated _____ (the "Agreement") between the Parties unless defined herein.

WHEREAS:

The Parties have entered into Shirkat-ul-Milk Agreement (the "Agreement") to create joint ownership (Shirkat-ul-Milk) in Musharakah Assets, whereby, both joint owners share the Musharakah Assets in proportion mentioned in the Appendix 'B' of the Agreement.

The Musharakah Assets have been registered in the name of the Customer and the Customer has agreed to abide by the terms of the Agreement and this Payment Agreement in respect of matters related to Musharakah Assets.

The Parties have agreed that the Customer shall use the Musharakah Assets, and in consideration thereof, the Customer shall pay Rental Payments to BOP-TIB for the usage of BOP-TIB's Musharakah Share in the Musharakah Assets, upon the terms and conditions, as set out hereunder.

NOW, THEREFORE THIS PAYMENT AGREEMENT WITNESSETH:

1. Definitions:

1.1 **"Business Day"** means a day on which Financial Institutions are open for business in Pakistan**;**

1.2 **"Effective Date"** means the date of execution of this Payment Agreement or the date on which the Customer receives possession of the Musharakah Assets whichever is later;

1.3 **"Event of Default and Termination"** means any of the events or circumstances described in clause 8 of the Agreement and clause 9 of this Payment Agreement;

1.4 **"Extraordinary Repair"** means all major repairs arising due to accidents and damages occurring without the negligence of the Customer. Extraordinary Repair excludes any repair and maintenance carried out under 'Normal Maintenance and Repair';

1.5 **"Normal Repair and Maintenance"** means all repair, replacement and maintenance required, in normal course of running/operation of the assets, to keep, repair, maintain and preserve the Musharakah Assets in good operating condition and strictly in accordance with the maintenance manuals or other instructions and directions of the manufacturers and/or Suppliers of the Musharakah Assets, or where no such manuals instructions or directions are provided, in accordance with the best practice in the industry;

1.6 **"Periodic Payment(s)"** means the rental amounts to be paid by the Customer on **monthly** basis to BOP-TIB for using BOP-TIB's Musharakah share in the Musharakah Assets;

1.7 **"Periodic Payment Dates"** means the dates on which the periodic payments shall be paid by the Customer to BOP-TIB and have been mentioned in Periodic Payment Schedule;

1.8 **"Periodic Payment Schedule"** means the Schedule attached as Appendix 'A' of this Payment Agreement;

1.9 **"Term"** means the period of validity of this Payment Agreement commencing from the Effective Date to the Date on which last Periodic Payment is received;

1.10 **"Total Loss"** means, in each case certified by BOP-TIB, the total loss or destruction of, or damage to a substantial part of any Musharakah Assets or any event or occurrence that renders the whole of Musharakah Assets permanently unfit for normal use and the repair/remedial work is wholly uneconomical (but only after taking into consideration the proceeds of any Takaful received and the time period required to repair the Musharakah Assets).

2. **Use of Musharakah Assets:**

2.1 Notwithstanding that the Musharakah Assets are in the name of the Customer, the Parties agree that in consideration of BOP-TIB's Musharakah Share, the Customer's rights in respect of the Musharakah Assets shall be qualified as laid down in this Payment Agreement and the Agreement.

2.2 The Customer shall have the exclusive use of the Musharakah Assets against the Periodic Payments, as per the Periodic Payment Schedule.

2.3 If during any period the Musharakah Assets are under construction or renovation of any kind by the Customer, it shall be deemed to be in the use of the Customer.

2.4 The Customer shall not assign, transfer, sell, convey, encumber (including mortgage, hypothecation, pledge, sub-lease let out and loan), charge or otherwise alienate any of its rights in respect of the Musharakah Assets or otherwise part with the possession of the Musharakah Assets during the Term of this Payment Agreement to any person / entity other than BOP-TIB.

2.5 Customer shall, at all times, use the Musharakah Assets carefully. The Customer shall use the Musharakah Assets according to the best common practice and strictly in compliance with all relevant laws, rules, regulations, orders and directions, whether of the Federal or any Provincial government or of any Municipal or Local Authority or of any court, tribunal or other competent authority or officer.

2.6 The Customer hereby represents and covenants as follows:

I. That the Customer shall permit BOP-TIB and/or BOP-TIB's representatives and agents to inspect the Musharakah Assets on BOP-TIB giving to the Customer twenty four (24) hours prior notice in writing/digitally.

II. That the Customer shall pay all usage related levies, taxes and charges including but not limited to Utility Bills, Water and Conservancy Charges, Maintenance Charges of any government, autonomous or local authority in respect of the Musharakah Assets for the period after the Effective Date, and shall maintain and provide photocopies of the receipts reflecting the same as and when demanded by BOP-TIB.

3. **Obligation to Pay Periodic Payment:**

3.1 That in consideration of use of BOP-TIB's Musharakah Share by the Customer, and subject to clause 3.2 the Customer shall promptly pay to BOP-TIB the Periodic Payments on the Periodic Payment Dates, as appearing in the Periodic Payment Schedule attached as Appendix 'A' hereto. Appendix 'A' may be amended from time to time or its multiple versions in the form of separate payment schedules may exist at a time by virtue of addition or deletion in Musharakah Assets.

3.2 The Customer also agrees that the Periodic Payments, to be received by BOP-TIB, shall be in accordance with BOP-TIB's Musharakah share/Musharakah units. The amount of the Periodic Payments received by BOP-TIB shall always correspond to the Rental amounts.

3.3 The Customer's obligation to make the Periodic Payments shall continue for the Term of this Payment Agreement.

3.4 The Customer's obligation to make the Periodic Payment to BOP-TIB in accordance with clauses 3.1 and 3.2 above is absolute and shall continue and subsist notwithstanding that the Musharakah Assets are under construction / renovation/ repair and the Customer is not at that time using the Musharakah Assets. However, such obligation to make the Periodic Payment shall cease in case of Total Loss. The obligation to pay Periodic Payments shall cease immediately upon Total Loss not attributable to the negligence or misuse of the Customer.

4. Payment and Accounts:

4.1. All payments to be made by the Customer under this Payment Agreement shall be made in full, without any set off or counter claim whatsoever, and free and clear of any deductions or withholdings, on the due dates to BOP-TIB. When any payment would otherwise be due on a day which is not a Business Day, the next following Business Day shall be substituted for such day.

5. Repair And Maintenance of Musharakah Assets:

5.1. The Customer agrees to maintain each item of Musharakah Assets in reasonable operating condition satisfactory to BOP-TIB. 'Normal repair and maintenance' shall be the responsibility of the Customer. 'Normal repair and maintenance' shall include all repair, replacement and maintenance required, in normal course of running/operation of the assets, to keep, repair, maintain and preserve the Musharakah Assets in good operating condition. All such works shall be carried out strictly in accordance with the maintenance manuals or other instructions and directions of the Manufacturers and/or Suppliers of the Musharakah Assets, or where no such manuals instructions or directions are provided, in accordance with the best common practice. All records of such maintenance activities shall be maintained by the Customer.

5.2. The Customer shall keep the Musharakah Assets in good and serviceable condition that the conditions of the Musharakah Assets would not be materially adversely affected, and pay all operational and repair expenses including where applicable.

5.3. The Customer agrees to be solely responsible for all costs and expenses related to such 'Normal repair and maintenance'.

5.4. The Parties shall be responsible for the 'Extraordinary Repair' as per their shares in the Musharakah Assets.

5.5. Any loss/damage to the Musharakah Assets occurring due to misuse and/or negligence of the Customer and/or its representatives shall be solely borne by the Customer. The

Customer indemnifies BOP-TIB for any cost or expense incurred due to such loss/damage to the Musharakah Assets.

6. BOP-TIB's Representations and Warranties:

6.1. BOP-TIB warrants and represents as under:

6.2. That it is a Financial Institution duly established pursuant to The Bank of Punjab Act 1989, licensed by the State Bank of Pakistan under the Banking Companies Ordinance, 1962 and licensed to carry on Islamic Banking Business, under the laws of Islamic Republic of Pakistan and supervision of Shariah Board.

6.3. BOP-TIB has unfettered and complete legal rights, powers and authority to enter into, execute and deliver this Payment Agreement and to perform the transactions set forth herein.

6.4. All requisite corporate requirements are adequately complied with, and mandatory approvals, consents and N.O.C have been obtained to enable BOP-TIB to enter into and perform its obligations under this Payment Agreement.

7. Customer's Representations and Warranties:

7.1. The Customer warrants and represents as under:

7.2. The Customer has means and competence to execute, deliver and perform and discharge its contractual obligations under this Payment Agreement and this Payment Agreement constitutes valid and legal obligations upon the Customer, permissible and enforceable in accordance with its terms;

7.3. The execution, delivery and performance of this Payment Agreement and any incidental agreement or instrument by the Customer shall not result in (a) any breach of or default under any agreement or other instrument to which the Customer is a party or is subject and (b) contravene any existing law, regulations or authorization to which the Customer is subject to;

7.4. There are no grounds, legal recourse or proceedings pending, or threatened against the Customer, the adverse determination of which may have a material effect on the financial condition of the Customer or may impair the ability of the Customer to perform any of his obligations or affect the enforceability of this Payment Agreement;

7.5. No event or circumstance, which constitutes the giving of notice or lapse of time or both has occurred that constitutes an Event of Default and Termination has occurred and is continuing;

7.6. The Customer shall inform BOP-TIB of any Event of Default and Termination or any event, which with the giving of notice or lapse of time or both would constitute an Event of Default and Termination, forthwith upon becoming aware of the same thereof;

7.7. No litigation, arbitration or administrative proceedings is pending or threatened against the Customer or any of its assets;

7.8. Under the laws of Pakistan in force at the date hereof the Customer will not be required to make any deduction or withhold any amounts payable by it hereunder;

7.9. The financial statements submitted by the Customer together with the notes to the accounts and all contingent liabilities and assets that are disclosed therein and give a true and fair view of its financial condition as of that date and that there has been no change since that date having or likely to have a material adverse change;

7.10. The Customer shall provide BOP-TIB with such requisite financial and other information related to his affairs, as BOP-TIB may, from time to time, reasonably require.

8. Events of Default and Termination:

8.1. There shall be an Event of Default if in the opinion of BOP-TIB:

8.2. The Customer fails to pay any Periodic Payment in terms of this Payment Agreement;

8.3. Any representation or warranty made or deemed to be made or repeated by the Customer in or pursuant to this Payment Agreement or in any document delivered under this Payment Agreement is found to be incorrect;

8.4. The Customer defaults in the due and punctual performance of any other provision of this Payment Agreement;

8.5. In the event of the Customer making an assignment of any of its rights under any of its assets for the benefit of its other creditors;

8.6. The interruption of more than 3 (three) consecutive months or cessation of the business activities of the Customer;

8.7. Any Indebtedness, including Periodic Payment outstanding under this Payment Agreement, of the Customer is not paid when due or becomes due or capable of being declared due prior to its stated maturity;

8.8. If the Musharakah Assets are used unreasonably or in an abusive manner;

8.9. Value of the security is depleted or deteriorated and in the reasonable opinion of BOP-TIB the same is not sufficient to adequately secure Customer's obligations under this Payment Agreement and the Customer fails to furnish adequate security to the satisfaction of BOP-TIB within a period of 10 (ten) days of BOP-TIB requiring the same;

8.10. Any authority of or registration with governmental or public bodies or courts required by the Customer in connection with the execution, delivery, performance, validity, enforceability or admissibility in evidence of this Payment Agreement (and any other document related to it) are modified in a manner unacceptable to BOP-TIB or is not granted or is revoked or otherwise ceases to be in full force and effect.

8.11. BOP-TIB may without prejudice to any of its other rights at any time after the occurrence of an Event of Default and Termination, by notice to the Customer, terminate this Payment Agreement. Notwithstanding any terms or conditions herein contained, BOP-TIB at its sole discretion in addition to any other remedy open to it and without obtaining a judgment, decree or other order from a court, may at any time without notice take possession of the said Musharakah Assets, and the Customer hereby authorizes and empowers BOP-TIB, its servants, legal agents, or other legal representatives to enter on any of the Customer's lands or premises, or any other place or places where the said Musharakah Assets may be found, for the purpose of taking possession thereof, and on the happening of such an event or events the Customer hereby irrevocably appoints BOP-TIB or any of its officers, agents, or representatives as the Customer's true and lawful attorneys to execute such document as may be necessary for the purpose of regaining possession of the said Musharakah Assets and the accessories attached thereto. The Customer shall pay the costs of such repossession including transportation and storage charges. Repossession shall be exercised strictly in accordance with applicable law, Shariah principles, and after the occurrence of an Event of Default.

8.12. Notwithstanding the termination of this Payment Agreement, the Customer's obligations under this Payment Agreement shall continue so far as the Musharakah Assets are in the possession of the Customer and the Customer will be liable to pay Periodic Payments according to this Payment Agreement and fulfill its obligations hereunder, subject to clause 10.

9. **Total Loss:**

In case of Total Loss, this Payment Agreement will terminate and the Takaful proceeds, if any received, shall be shared between the Parties as per clause 9.2 of the Agreement. However, if the Total Loss was caused due to the negligence or misuse by the Customer, the Customer shall indemnify BOP-TIB in respect of any loss or liability suffered by BOP-TIB and not compensated for by any applicable Takaful proceeds.

10. **Security:**

As security for the due performance of the Customer under this Payment Agreement, the Customer shall provide security as set out in Appendix 'B' and execute the demand promissory note in form and substance set out in Appendix 'C' of this Payment Agreement and any other documents/security as may be deemed necessary by BOP-TIB from time to time.

11. **Set-off:**

The Customer authorizes BOP-TIB to apply any credit balance to which the Customer is then entitled in any account of the Customer with BOP-TIB at any of its branches in or towards satisfaction of any sum then due and payable from the Customer to BOP-TIB under this Payment Agreement.

12. **Notices And Other Matters:**

12.1. Every notice or other communication under this Payment Agreement shall be in writing delivered personally, or by courier or digitally or addressed to the relevant party at its address stated above or to any telex or telefax number which is published as belonging to it (or such other address or telefax or telex, number as is notified by one party to the other under this Payment Agreement). Every notice and communication shall, subject as otherwise provided in this Payment Agreement be deemed to have been received in the case of a letter when delivered personally or three (3) days after it has been delivered to a courier company for delivery to the addressee and in the case of a telex at the time of dispatch with confirmed answer back of the addressee appearing at the beginning and end of the transmission or in the case of telefax, the recipient confirms by telex receipt of the transmission (provided that it shall be deemed to have been received at the opening of business on the next such Business Day). However, in cases where the Customer does not notify BOP-TIB regarding change of address the last known address given by Customer to BOP-TIB shall be deemed proper address.

12.2. No failure or delay on the part of BOP-TIB to exercise any power, right or remedy under this Payment Agreement shall operate as a waiver thereof nor shall any single or partial exercise by BOP-TIB of any power right or remedy preclude any other or further exercise thereof or the exercise of any other power right or remedy. The remedies provided in this Payment Agreement are cumulative and are not exclusive of any remedies provided by law.

13. **General:**

13.1. This Payment Agreement is governed by and shall be construed in accordance with the Pakistani law and in line with the Islamic principles of Shariah as determined by the Shariah Board of BOP-TIB. All competent courts at **Lahore** shall have jurisdiction to hear and determine any action, claim or proceedings arising out of or in connection with this Agreement. The amounts payable by the Customer to BOP-TIB under this Payment Agreement may be recovered through the Banking Courts, under the Financial Institutions (Recovery of Finances) Ordinance, 2001.

13.2. Any reconstruction, division, reorganization or change in the constitution of BOP-TIB or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights hereunder.

13.3. Subject to your successfully fulfilling all your obligations under the Agreement(s), the Bank may Settle the outstanding Musharakah Unit(s) as Hiba to you at the expiry of the Agreement(s), thus ownership of outstanding Musharkah units shall be transferred to you through Hiba.

IN WITNESS WHEREOF the Parties to this Payment Agreement have caused this Payment Agreement to be duly executed on the date and year first aforementioned.

CUSTOMER - s.d.	**For and on behalf of** **Taqwa Islamic Banking - The Bank of Punjab**

This Appendix shall be attached to and form an integral part of the Payment Agreement made at Lahore on _____ between _____ and Taqwa Islamic Banking - The Bank of Punjab.

APPENDIX 'A'

PERIODIC PAYMENT SCHEDULE

Periodic Payment Date(s)	Periodic Payment Amounts – Rs. *
5th of Every Month	_____

Executed by:

_____ _____

Customer – s.d.

For & on behalf of:
Taqwa Islamic Banking
The Bank of Punjab

***** First 12 (twelve) Periodic payments consists of Rental Amount only

This Appendix shall be attached to and form an integral part of the Payment Agreement made at Lahore on _____ **between** _____ and Taqwa Islamic Banking - The Bank of Punjab.

APPENDIX 'B'

SECURITY

1. Noting/Lien in LRMIS/PLRA on Musharakah Asset, in favour of The Bank of Punjab.
2. Personal Guarantee of the Customer.

_____ **CUSTOMER – s.d.**

_____ **For and on behalf of**
Taqwa Islamic Banking
The Bank of Punjab

APPENDIX 'C'

DEMAND PROMISSORY NOTE

Rs._____

On demand I/we, _____ **S/O** _____ _____**,** promise to pay **Taqwa Islamic Banking - The Bank of Punjab,** or order the sum of **Rs.** _____ (Rupees_____ only) along with all other costs etc. for valuable consideration received.

_____

Customer – s.d.

The Bank of Punjab
Taqwa Islamic Banking
Lahore

GUARANTEE

IN CONSIDERATION of your having entered into the Agreement(s) / Facility offer Letter/undertaking(s) (hereinafter referred to as the Agreement) dated ---------- --- with M/s, Mr. /Mrs ……..……..…….…… (hereinafter referred to as "Customer"), I / We hereby jointly and severally guarantee to you repayment, within two days from demand, of all sums due and payable to you under the Agreement, provided that total amount recoverable from me/us under this guarantee shall not at any time exceed the sum of Rs. …….. (Rupees ……..…… only), other than any legal and other ancillary expenses incurred by the Bank due under the Agreement, together with any renewal/enhancement/modification/supplemental agreement executed from time to time.

I/We jointly and severally further agree and undertake as under:

1. My/our liability under this guarantee shall be that of principal debtor and you may at your option hold me/us primarily responsible for the liabilities of the Customer.
2. This guarantee shall continue to remain binding on me/us until, receipt by you of a written notice by us of discontinuance, and your acceptance thereof, and notwithstanding such notice, I/we shall continue to remain liable to you for all sums due and owed to you by the Customer, whether certain or contingent, at the time of receipt by you of such notice, and for any sale made to the Customer and /or all instruments drawn on you or accepted by you for the benefit of the Customer and purporting to be on a date on or before the date of receipt of such notice, even though actually paid or honored after that date.
3. This guarantee shall not be discharged or prejudiced by any partial payments or settlement of account or existence of a credit balance of the Customer, at any time or by discharge of the Customer, by operation of law or for any other reason.
4. You may, as you think fit, and without reference to me/us, grant to the Customer, time or other indulgence or make or accept any arrangement or composition with him in respect of any payment hereby guaranteed and also vary, renew, release, or in any way deal with any securities or rights now or hereafter held by you in respect of the sums due under the Agreement.
5. The insolvency or bankruptcy of the Customer shall not affect me/ our liability and I/we will continue to be liable to you until all moneys due from the Customer have been paid.
6. If the Customer is at any time declared bankrupt/insolvent, or a winding up order is made against him, you may prove in bankruptcy, insolvency or winding up proceedings for the whole amount of money, due from the Customer, and I/we shall continue to be liable for the full amount guaranteed hereunder until you have received full payment.
7. Any account settled between you and the Customer or any demand by you on the Customer or his agent or any judgment or award obtained by you against the Customer

or any statement from you stating the amount due to you at any time from the Customer shall be accepted by me/us as conclusive evidence of my/our liability under this guarantee and shall be binding on me/us and I/we hereby waive all rights to question and or challenge the same.

8. In the event of my/our death, bankruptcy or insolvency, this guarantee shall not be terminated and it shall continue to be binding and operative against my/our successors-in-interest and assigns until all moneys /outstanding dues recoverable from the customer have been paid.
9. Where the Customer purports to act on behalf of another person or corporation or company, you shall not be bound to inquire into the power of the Customer and the amount due from the Customer shall be covered by this guarantee notwithstanding any absence or insufficiency or irregularity in the exercise of such powers.
10. If the Customer is a minor or a person under a legal disability or in committee or association or other unincorporated body which has no legal existence or which is under no legal liability to discharge the obligation undertaken or purported to be undertaken by him/it or on his /its behalf. This guarantee shall be valid and binding on me/ us notwithstanding such fact and I/we shall remain liable jointly and severally with the Customer.
11. Until all moneys and liabilities due from or incurred by the Customer to you shall have been paid or discharged, I/we shall not, either by paying off any sum recoverable hereunder or by any other means or ground, claim any set-off or counter claim against the Customer in respect of any liability on my/our part of claim or prove in competition with you in respect of any payment by me/ any of us hereunder or be entitled to claim or have the benefit of any set-off counter claim or proof against or dividend composition or payment by the Customer of his estate or the benefit of any other security which you may now or hereafter hold for any money or liabilities due or incurred by the Customer to you or to have any share therein.
12. In the event of this guarantee ceasing from any cause to be binding as a continuing guarantee on me/us, you may open a fresh account or continue any existing account with the Customer and no moneys paid into any such account by or on behalf of customer and subsequently withdrawn, shall not alter or diminish my/our liability, under this guarantee.
13. Any demand for payment or notice under this guarantee shall be deemed to have been sufficiently given if sent by post or delivered by hand to the last known address of the person to whom, or to whose personal representatives, such demand or notice is to be made or given and shall be assumed to have reached the addressee in the ordinary course, if sent by post and no period of limitation shall commence to run against me/us, or any of us until two days after demand for payment in writing shall have been made or given as aforesaid.

Dated this ----------day of----------

THE GUARANTOR (S)

_____

Name ----------S/O----------
CNIC #: ----------