

مساومہ

**MUSAWAMAH**

## **Musawamah Document # 1**

### **THIS MUSAWAMAH FACILITY AGREEMENT**

(the "Agreement") is made at \_\_\_\_\_ on \_\_\_\_\_ day of \_\_\_\_\_ by and

### **BETWEEN**

\_\_\_\_\_, (hereinafter referred to as the "Client" which expression shall where the context so permits mean and include its successors in interest and permitted assigns) of the one part

### **AND**

\_\_\_\_\_, (hereinafter referred to as the "Modaraba" which expression shall where the context so permits mean and include its successors in interest and assigns) of the other part.

IT IS AGREED BY THE PARTIES as follows:

#### **1. PURPOSE AND DEFINITIONS**

**1.01** This Agreement sets out the terms and conditions upon and subject to which the Modaraba has agreed to purchase the Goods from time to time from the Suppliers and upon which the Modaraba has agreed to sell the same to the Client from time to time by way of Musawamah facility.

**1.02** In this Agreement, unless the context otherwise requires:

**"Ordinance"** means the Financial Modaraba (Recovery of Finances) Ordinance, 2001 or any statutory modification or re-promulgation thereof;

**"Agent"** means the person appointed under the terms of the Agency Agreement;

**"Agency Agreement"** means the Agency Agreement between the Modaraba and the person appointed as Agent (which may be the Client) as provided in the Musawamah Document # 2;

**"Business Day"** means a day on which banks are open for normal business in Pakistan;

**"Contract Price"** means the price payable by the Client to the Modaraba for Goods as stipulated in Part-III of the Declaration (Musawamah Document # 5) to be issued by the Modaraba from time to time;

**"Declaration"** means Declaration as set out in Musawamah Document # 5;

**"Event of Default"** means any of the events or circumstances described in Clause 9 hereto;

**"Goods"** means the Goods as may be specified in the Purchase Requisition(s) to be issued by the Client from time to time;

**"Indebtedness"** means any obligation of the Client for the payment or any sum of money due or, payable under this Agreement;

**"License"** means any license, permission, authorization, registration, consent or approval granted to the Client for the purpose of or relating to the conduct of its business;

**"Lien"** shall mean any mortgage, charge, pledge, hypothecation, security interest, lien, right of set-off, contractual restriction (such as negative covenants) and any other encumbrance;

**"Ordinance"** means the Financial Modaraba (Recovery of Finances) Ordinance, 2001 or any statutory modification or re-promulgation thereof;

**"Payment Date"** or "Payment Dates" means the respective dates for the payment of the installments of the Contract Price or part thereof by the Client to the Modaraba as specified in Musawamah Document # 6 hereto, or, if such respective due date is not a Business Day, the next Business Day;

**"Profit"** means any part of the Contract Price which is not a part of the Cost Price;

**"Parties"** mean the parties to this Agreement;

**"Principal Documents"** means this Agreement, the Agency Agreement; and the Security Documents;

**"Promissory Note"** is defined in Clause 3.02 and is negotiable only at the face value, if required;

**"Prudential Regulations"** means Prudential Regulations for Modarabas or other regulations as are notified from time to time by SECP;

**"Purchase Requisition"** means a request from time to time by the Client to the Modaraba as per Musawamah Document # 3/1;

**"Security Documents"** and "Security" is defined in Clause 3;

**"Supplier"** means the supplier from whom the Modaraba acquires Title to the Goods;

**"Secured Assets"** means (insert description of assets in respect of which charge/mortgage may be created) offered as security by the Client;

**"Receipt"** means a confirmation by the Agent of the Modaraba, of receipt of funds by the Supplier for the supply of Goods Musawamah Document # 4.

**"Rupees"** or "Rs." means the lawful currency of Pakistan;

**"SECP"** means the Securities and Exchange Commission of Pakistan;

**"Title"** means such title or other interest in the Goods as the Modaraba receives from the Supplier;

**"Taxes"** includes all present and future taxes (including central excise duty and sales tax), levies, imposts, duties, stamp duties, penalties, fees or charges of whatever nature together with delayed payment charges thereon and penalties in respect thereof and "Taxation" shall be construed accordingly;

**"Value Date"** means the date on which the Cost Price will be disbursed by the Modaraba as stated in the Purchase Requisition.

**1.03** Clause headings and the table of contents 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 Clauses and Musawamah Documents are to be construed as references to the clauses of, and Musawamah Documents to, this Agreement and references to this Agreement include its Musawamah Documents; 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, Modaraba, corporation, unincorporated body of persons or any state or any Agency thereof.

**1.04** The recitals herein above and Musawamah Documents to this Agreement shall form an integral part of this Agreement.

## **2. SALE AND PURCHASE OF THE GOODS**

**2.01** The Modaraba agrees to sell the Goods to the Client to a maximum Contract amount of Rs.\_\_\_\_\_ and the Client agrees to purchase the Goods from the Modaraba from time to time at the Contract Price. Upon receipt by the Modaraba of the Client's Purchase Requisition advising the Modaraba to purchase the Goods and make payment therefor, the Modaraba shall acquire the Goods either directly or through the Agent, the payment for which shall be made by the institution to the Supplier. The Receipt for such payment shall be acknowledged by the Client in his capacity as an Agent to the Modaraba, should he be so appointed as an Agent of the Modaraba. The said Receipt shall be substantially in a form given in Musawamah Document # 4.

**2.02.1** After the purchase of Goods by the Modaraba, the Client shall offer to purchase the Goods from the Modaraba at the Contract Price in the manner provided in the Part-II of the Declaration.

**2.03** The Client shall purchase the Goods from the Modaraba after the Modaraba has beneficially acquired the Goods. The Musawamah purchase of the Client from the Modaraba shall be effected by the exchange of an offer and acceptance between the Client and the Modaraba. The Goods shall remain at the risk of the Modaraba until such time the client has accepted the offer made by the Modaraba as set out in the Appendix C of this Agreement, immediately after which, all risks in respect of the Goods shall be passed on to the Client.

OR (to be applicable if sale is being made from inventory of the institution)

**2.03** The Modaraba has agreed to sell the Goods to the Client and the Client has agreed to purchase the Goods from the Modaraba for the Contract Price. Upon receipt by the Modaraba of the Client's Purchase Requisition advising the Modaraba of its requirements, the Modaraba shall deliver the Goods to the client. The title of Goods shall stand transferred to the Client as per agreed terms of delivery.

### **3. SECURITY**

**3.01** As security for the indebtedness of the Client under this Agreement, the Client shall:-

(a) Furnish to the Modaraba collateral(s)/security(ies), substantially in the form and substance attached hereto as Musawamah Document # 7;

(b) Execute such further deeds and documents as may from time to time be required by the Modaraba for the purpose of more fully securing and or perfecting the security created in favour of the Modaraba; and

(c) Create such other securities to secure the Client's obligations under the Principal Documents as the parties hereto, may by mutual consent agree from time to time.

(The above are hereinafter collectively referred to as the "Security").

**3.02** In addition to above, the Client shall execute a demand promissory note in favour of the Modaraba for the amount of the Contract Price (the "Promissory Note");

**(The Security and the Promissory Note are hereinafter collectively referred to as the "Security Documents").**

### **4. FEES AND EXPENSES**

The Client shall pay to the Modaraba on demand within 15 days of such demand being made, all expenses (including legal and other ancillary expenses) incurred by the Modaraba in connection with the negotiation, preparation and execution of the Principal

Documents and of amendment or extension of or the granting of any waiver or consent under the Principal Documents.

## **5. PAYMENT OF CONTRACT PRICE**

**5.01** All payments to be made by the Client under this Agreement shall be made in full, without any set-off, roll over or counterclaim whatsoever, on the due date and when the due date is not a Business Day, the following Business Day and save as provided in Clause 5.02, free and clear of any deductions or withholdings, to a current account of the Modaraba as may be notified from time to time, and the Client will only be released from its payment obligations hereunder by paying sums due into the aforementioned account.

**5.02** If at any time the Client is required to make any non refundable and non-adjustable deduction or withholding in respect of Taxes from any payment due to the Modaraba under this Agreement, the sum due from the Client in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Modaraba receives on the Payment Date, a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made and the Client shall indemnify the Modaraba against any losses or costs incurred by the Modaraba by reason of any failure of the Client to make any such deduction or withholding. The Client shall promptly deliver to the Modaraba any receipts, certificates or other proof evidencing the amounts (if any) paid or payable in respect of any deduction or withholding as aforesaid.

## **6. REPRESENTATIONS AND WARRANTIES**

The Client warrants and represents to the Modaraba that:

**a.** The execution, delivery and performance of the Principal Documents by the Client will not

**(i)** contravene any existing law, regulations or authorization to which the Client is subject

**(ii)** result in any breach of or default under any agreement or other instrument to which the Client is a party or is subject to, or

**(iii)** contravene any provision of the constitutive documents of the Client or any resolutions adopted by the board of directors or members of the Client;

**b.** The financial statements submitted together with the notes to the accounts and all contingent liabilities and assets that are disclosed therein represent a true and fair financial position of the business and to the best of the knowledge of the client, its directors and principal officers, there are no material omissions and/or mis-representations;

**c.** All requisite corporate and regulatory approvals required to be obtained by the Client in order to enter into the Principal Documents are in full force and effect and such approvals permit the Client, inter alia, to obtain financial facilities under this Agreement and perform its obligations hereunder and that the execution of the Principal Documents by the Client and the exercise of its rights and performance of its obligations hereunder, constitute private and commercial acts done for private and commercial purposes;

**d.** No material litigation, arbitration or administrative proceedings is pending or threatened against the Client or any of its assets;

**e.** It shall inform the Modaraba within \_\_\_\_ business days of an event or happening which may have an adverse effect on the financial position of the company, whether such an event is recorded in the financial statements or not as per applicable International Accounting Standards.

## **7. UNDERTAKING**

The Client covenants to and undertakes with the Modaraba that so long as the Client is indebted to the Modaraba in terms of this Agreement:

**a)** It shall inform the Modaraba of any Event of Default or any event, which with the giving of notice or lapse of time or both would constitute an Event of Default forthwith upon becoming aware thereof;

**b)** It shall provide to the Modaraba, upon written request, copies of all contracts, agreements and documentation relating to the purchase of the Goods;

**c)** The Client shall do all such things and execute all such documents which in the judgment of the Modaraba may be necessary to;

**(i)** enable the Modaraba to assign or otherwise transfer the liability of the Client in respect of the Contract Price to any creditor of the Modaraba or to any third party as the Modaraba may deem fit at its absolute discretion;

**(ii)** create and perfect the Security;

**(iii)** maintain the Security in full force and effect at all times including the priority thereof;

**(iv)** maintain, insure and pay all Taxes assessed in respect of the Secured Assets and protect and enforce its rights and title, and the rights of the Modaraba in respect of the Secured Assets, and;

**(v)** preserve and protect the Secured Assets. The Client shall at its own expense cause to be delivered to the Modaraba such other documentation

and legal opinion(s) as the Modaraba may reasonably require from time to time in respect of the foregoing;

**d)** It will satisfactorily insure all its insurable assets with reputable companies offering protection under the Islamic concept of Takaful. The Secured Assets shall be comprehensively insured (with a reputable insurance company to the satisfaction of the Modaraba) against all insurable risks, which may include fire, arson, theft, accidents, collision, body and engine damage, vandalism, riots and acts of terrorism, and to assign all policies of insurance in favour of the Modaraba to the extent of the amount from time to time due under this Agreement, and to cause the notice of the interest of the Modaraba to be noted on the policies of insurance, and to punctually pay the premium due for such insurances and to contemporaneously therewith deliver the premium receipts to the Modaraba. Should the Client fail to insure or keep insured the Secured Assets and/or to deliver such policies and premium receipts to the Modaraba, then it shall be lawful for the Modaraba, but not obligatory, to pay such premia and to keep the Secured Assets so insured and all cost charges and expenses incurred by it for the purpose shall be charged to and paid by the Client as if the same were part of the Indebtedness. The Client expressly agrees that the Modaraba shall be entitled to adjust, settle or compromise any dispute with the insurance company(ies) and the insurance arising under or in connection with the policies of insurance and such adjustments/compromises or settlements shall be binding on the Client and the Modaraba shall be entitled to appropriate and adjust the amount, if any received, under the aforesaid policy or policies towards part or full satisfaction of the Client's indebtedness arising out of the above arrangements and the Client shall not raise any question or objection that larger sums might or should have been received under the aforesaid policy nor the Client shall dispute its liability(ies) for the balance remaining due after such payment/adjustment;

**e)** Except as required in the normal operation of its business, the Client shall not, without the written consent of the Modaraba, sell, transfer, lease or otherwise dispose of all or a sizeable part of its assets, or undertake or permit any merger, consolidation, dismantling or re organization which would materially affect the Client's ability to perform its obligations under any of the Principal Documents;

**f)** The Client shall not (and shall not agree to), except with the written consent of the Modaraba, create, incur, assume or suffer to exist any Lien whatsoever upon or with respect to the Secured Assets and any other assets and properties owned by the Client which may rank superior, pari passu or inferior to the security created or to be created in favour of the Modaraba pursuant to the Principal Documents;

**g)** It shall forthwith inform the Modaraba of:



i) event or factor, any litigation or proceedings pending or threatened against the Client which could materially and adversely affect or be likely to materially and adversely affect:

(a) the financial condition of the Client;

(b) business or operations of the Client; and

(c) the Client's ability to meet its obligations when due under any of the Principal Documents;

ii) Any change in the directors of the Client;

iii) Any actual or proposed termination, rescission, discharge (otherwise than by performance), amendment or waiver or indulgence under any material provision of any of the Principal Documents;

iv) Any material notice or correspondence received or initiated by the Client relating to the License, consent or authorization necessary for the performance by the Client of its obligations under any of the Principal Documents

## **8. CONDITIONS PRECEDENT**

**8.01** The obligation of the Modaraba to pay the Cost Price shall be subject to the receipt by the Modaraba (in form and substance acceptable to the Modaraba) at least \_\_\_\_ Business Days prior to the Value Date of:

a) Documentary evidence that:

i) This Agreement and the Agency Agreement (should the Modaraba appoint the Client as its Agent) have been executed and delivered by the Client;

ii) The Client's representatives are duly empowered to sign the Principal Documents for and on behalf of the Client and to enter into the covenants and undertakings set out herein or which arise as a consequence of the Client entering into the Principal Documents;

iii) The Client has taken all necessary steps and executed all documents required under or pursuant to the Principal Documents or any documents creating or evidencing the Security in favour of the Modaraba and has perfected the Security as required by the Modaraba.

b) Certified copy of the Memorandum and Articles of Association of the Client.

c) Certified copies of the Client's audited financial statements for the last \_\_\_\_

years

**d) The Purchase Requisition.**

**8.02** The obligation of the Modaraba to pay the Cost Price on the Value Date shall be further subject to the fulfillment of the following conditions (as shall be determined by the Modaraba in its sole discretion):

**a)** The payment of Cost Price by the Modaraba to the Supplier on the Value Date shall not result in any breach of any law or existing agreement;

**b)** The Security has been validly created, perfected and is subsisting in terms of this Agreement;

**c)** The Modaraba has received such other documents as it may reasonably require in respect of the payment of the Cost Price;

**d)** No event or circumstance which constitutes or which with the giving of notice or lapse of time or both, would constitute an Event of Default shall have occurred and be continuing or is likely to occur and that the payment of the Cost Price shall not result in the occurrence of any Event of Default;

**e)** Delivery by the Client to the Modaraba of a true and complete extract of all relevant parts of the minutes of a duly convened meeting of its Board of Directors approving the Principal Documents and granting the necessary authorizations for entering into, execution and delivery of the Principal Documents which shall be duly signed and certified by the person authorized by the Board for this purpose;

**f)** All fees, commission, expenses required to be paid by the Client to the Modaraba have been received by the Modaraba.

**8.03** Any condition precedent set forth in this Clause 8 may be waived and or modified by the mutual written consent of the parties hereto.

**9. EVENTS OF DEFAULT**

**9.01** There shall be an Event of Default if in the opinion of the Modaraba

**(a)** Any representation or warranty made or deemed to be made or repeated by the Client in or pursuant to the Principal Documents or in any document delivered under this Agreement is found to be incorrect;

**(b)** Any Indebtedness of the Client to the Modaraba in excess of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) is not paid when due or becomes due or capable of being declared due prior to its stated maturity;

**9.02** Notwithstanding anything contained herein, the Modaraba may without prejudice to any of its other rights, at any time after the happening of an Event of Default by notice to the Client declare that entire amount by which the Client is indebted to the Modaraba shall forthwith become due and payable.

## **10. PENALTY**

**10.1** Where any amount is required to be paid by the Client under the Principal Documents on a specified date and is not paid by that date, or an extension thereof, permitted by the Modaraba without any increase in the Contract Price, the Client hereby undertakes to pay directly to the Charity Fund, constituted by the Modaraba, a sum calculated @ -----% per annum for the entire period of default, calculated on the total amount of the obligations remaining un-discharged. The Charity Fund shall be used at the absolute discretion of the Modaraba, exclusively for the purposes of approved charity.

### **10.2** In case

(i) ) any amount(s) referred to in clause 10.01 above, including the amount undertaken to be paid directly to the Charity Fund, by the Client, is not paid by him, or

(ii) the Client delays the payment of any amount due under the Principal Documents and/ or the payment of amount to the Charity Fund as envisaged under Clause 10.01 above, as a result of which any direct or indirect costs are incurred by the Modaraba, the Modaraba shall have the right to approach a competent Court

(iii) for recovery of any amounts remaining unpaid as well as

(iv) for imposing of a penalty on the Client. In this regard the Client is aware and acknowledges that notwithstanding the amount paid by the Client to the Charity Fund of the Modaraba, the Court has the power to impose penalty, at its discretion, and from the amount of such penalty, a smaller or bigger part, depending upon the circumstances, can be awarded as solatium to the Modaraba, determined on the basis of direct and indirect costs incurred, other than the opportunity cost.

## **11. INDEMNITIES**

The Client shall indemnify the Modaraba against any expense which the Modaraba shall prove as rightly incurred by it as a consequence of :

(i) the occurrence of any Event of Default,

(ii) the purchase and sale of Goods or any part thereof by the Client or the ownership thereof, and

(iii) any mis-representation.

## **12. SET-OFF**

The Client authorizes the Modaraba to apply any credit balance to which the Client is entitled or any amount which is payable by the Modaraba to the Client at any time in or towards partial or total satisfaction of any sum which may be due or payable from the Client to the Modaraba under this Agreement.

## **13. ASSIGNMENT**

**13.01** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Modaraba, the Client, and respective successors permitted assigns and transferees of the parties hereto, provided that the Client shall not assign or transfer any of its rights or obligations under this Agreement without the written consent of the Modaraba. The Modaraba may assign all or any part of its rights or transfer all or any part of its obligations and/or commitments under this Agreement to any Modaraba, or other person. The Client shall not be liable for the costs of the assignment and/or transfer of commitments hereunder by the Modaraba. If the Modaraba assigns all or any part of its rights or transfers all or any part of its obligations and commitments as provided in this Clause, all relevant references in this Agreement to the Modaraba shall thereafter be construed as a reference to the Modaraba and/or its assignee(s) or transferee(s) (as the case may be) to the extent of their respective interests.

**13.02** The Modaraba may disclose to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Modaraba in relation to this Agreement such information about the Client as the Modaraba shall consider appropriate.

## **14. FORCE MAJEURE**

Any delays in or failure by a Party hereto in the performance hereunder if and to the extent it is caused by the occurrences or circumstances beyond such Party's reasonable control, including but not limited to, acts of God, fire, strikes or other labor disturbances, riots, civil commotion, war (declared or not) sabotage, any other causes, similar to those herein specified which cannot be controlled by such Party. The Party affected by such events shall promptly inform the other Party of the occurrence of such events and shall furnish proof of details of the occurrence and reasons for its non-performance of whole or part of this Agreement. The parties shall consult each other to decide whether to terminate this Agreement or to discharge part of the obligations of the affected Party or extend its obligations on a best effort and on an arm's length basis.

## **15. GENERAL**

**15.01** No failure or delay on the part of the Modaraba to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof nor a partial exercise by the Modaraba 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 Agreement are cumulative and are not exclusive of any remedies provided by law;

**15.02** This Agreement represents the entire agreement and understanding between the Parties in relation to the subject matter and no amendment or modification to this Agreement will be effective or binding unless it is in writing, signed by both Parties and refers to this Agreement;

**15.03** This Agreement is governed by and shall be construed in accordance with Pakistan law. All competent courts at \_\_\_\_\_ shall have the non-exclusive jurisdiction to hear and determine any action, claim or proceedings arising out of or in connection with this Agreement.

**15.04** Nothing contained herein shall prejudice or otherwise affect the rights and remedies that may otherwise be available under law to the parties.

**15.05** Any reconstruction, division, re-organization or change in the constitution of the Modaraba 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.

**15.06** The two parties agree that any notice or communication required or permitted by this agreement shall be deemed to have been given to the other party seven days after the same has been posted by registered mail or the next Business Day if given by a facsimile message to telex or by any other electronic means, or the next Business Day as counted from the date of delivery if delivered by courier mail;

**15.07** This agreement may be amended or any term or condition waived only in writing executed by persons duly authorized, provided that no term or condition which has the effect of materiality altering the agreement or which is otherwise repugnant to Shariah shall be added, deleted or waived.

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

**AGENCY AGREEMENT**  
**(If Required)**

With reference to the Musawamah Facility Agreement dated \_\_\_\_\_, we hereby confirm our agreement to appoint you as our Agent to acquire for our account and benefit goods of the description to be specified in the purchase requisition which shall be issued from time to time, under the following terms and conditions;

**1.** As an Agent of the Institution, you will be responsible to receive the Goods directly from the Supplier (s) from time to time in terms of Purchase Requisition(s) to be duly endorsed by the Institution and provide us a declaration confirming acquisition thereof, alongwith a statement containing relevant details including place of storage.

**2.** At your request, we will effect payment(s) directly to the Supplier(s) nominated by you, for the Goods to be specified in the Purchase Requisition. All Purchase Requisitions shall be accompanied by quotation(s) from the Supplier(s). All payments to Supplier(s) shall be evidenced by a Receipt to be signed by you, in your capacity as an Agent of the Institution.

**3.** In case of failure on your part to:-

**a)** acquire goods in terms of this agreement and to refund, in consequence, the amount paid by us (the Institution) therefore, and/or

**b)** repay the amount, if any, due from you upon a notice of revocation, if any, served by you in the manner provided hereunder;

You shall become liable to pay a penalty to the institution by credit to a special Account, separately maintained by the institution, an amount which shall be 5% over the rate announced by SBP for providing short term accommodation to commercial banks, as on the date of such default by you. This amount will be calculated on the entire amount due from you, under this Agency Agreement and for the entire period for which the default subsists. The amount of such penalty shall be utilized by the institution only for the purposes of charity, in its absolute discretion.

**4.** The Institution shall have the authority, in its absolute discretion to refuse the disbursement of funds or to revoke this Agency Agreement at any time., subject to a notice in writing served given at least 07 days prior to revocation.

**5.** You may revoke this Agency Agreement by giving a notice in writing of at least 07 days prior to the date of intended revocation, provided that any amount due by you to the

Institution shall become payable immediately and until such time that any such amount due from you has been discharged in full, this agreement shall not be deemed to have been \_\_\_\_\_ revoked.

6. This Agency Agreement shall remain in force until revoked and shall be governed by the prevailing laws of Pakistan and the Musawamah Facility Agreement dated \_\_\_\_\_. Any dispute between the parties shall be submitted to a Court/Tribunal of competent jurisdiction in \_\_\_\_\_.

Kindly signify your acceptance of the foregoing terms and conditions by signing the duplicate.

For and on behalf of (insert name of the Institution)

\_\_\_\_\_  
**AUTHORISED SIGNATORY OF THE INSTITUTION  
AGREED AND ACCEPTED**

For and on behalf of [insert name]

\_\_\_\_\_  
**AUTHORISED SIGNATORY OF THE AGENT**

**WITNESSES:**

1.

\_\_\_\_\_

2.

\_\_\_\_\_

**PURCHASE REQUISITION**

S. No. \_\_\_\_\_

Date: \_\_\_\_\_

To:

\_\_\_\_\_ [Insert name and address of the Modaraba]

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs,

**PURCHASE REQUISITION FOR PURCHASE OF THE GOODS  
MUSAWAMAH FACILITY AGREEMENT DATED \_\_\_\_\_**

(1) Please refer to the Musawamah Facility Agreement dated [\_\_\_\_\_] (the "**Agreement**") between [insert name of the Client] (the "**Client**") (of the first part) and [insert name of the Modaraba] (the "**Modaraba**") (of the second part).

(2) All terms defined in the Agreement bear the same meanings herein.

(3) The Client hereby requests you to purchase the Goods from the Suppliers as per the provisions of the Agreement as follows:

(a) Goods as detailed in Musawamah Document # 3/2:

(b) Value Date: \_\_\_\_\_

(4) Please make arrangements to pay the Cost Price to the account of \_\_\_\_\_ on the Value Date in immediately available funds.

(5) All the terms and conditions of the Agreement shall form an integral part of this Requisition.

Yours faithfully,

For and on Behalf of the Client

\_\_\_\_\_



**Modaraba's instructions**

No. \_\_\_\_\_  
Date: \_\_\_\_\_

Dear Sir,

You are hereby instructed to execute the aforesaid Purchase Requisition for and on our behalf in the manner, to the extent and for the Goods stipulated therein.

For and on Behalf of

\_\_\_\_\_  
(Insert Modaraba's name)

**DETAILS OF GOODS TO BE PURCHASED**  
**(To be attached to Purchase Requisition)**

Name of Supplier: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

\_\_\_\_\_

Sr. No.

Specifications of Goods

Quantity Requisitioned

Cost

Quantity Received

Cost

**R E C E I P T**

Received \_\_\_\_\_ with \_\_\_\_\_ thanks \_\_\_\_\_ from  
\_\_\_\_\_ branch, a sum of Rs.  
\_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the  
purchase of goods in respect of which a Quotation dated \_\_\_\_\_ has  
been \_\_\_\_\_ issued \_\_\_\_\_ by \_\_\_\_\_ M/s.  
\_\_\_\_\_

In the event of failure on the part of the Supplier to supply the said goods within the period specified in the Purchase Requisition, I/We undertake and agree to refund/reimburse \_\_\_\_\_ the full amount of Rs. \_\_\_\_\_ and all cost and consequences under and in terms of the Agency Agreement.

For and on behalf of  
[Insert name of the Agent)

\_\_\_\_\_  
Authorized Signatory

Date: \_\_\_\_\_

**DECLARATION**

**(Part-I)**

**CONFIRMATION OF GOODS PURCHASED**

Date: \_\_\_\_\_

Messrs. \_\_\_\_\_  
\_\_\_\_\_

With reference to the Agency Agreement dated \_\_\_\_\_ and the Modaraba's instructions contained in Musawamah Document # 3/1, we hereby declare and certify that acting as your Agent, we have used the sum of Rs. \_\_\_\_\_ paid by your good selves to M/s \_\_\_\_\_ and purchased on your behalf the Goods as detailed in Musawamah Document # 3/2).

A sum of Rs. \_\_\_\_\_ has been incurred for the purchase of the Goods, which are in my/our possession at the following address:

\_\_\_\_\_.

Copies of bill/cash memo/invoice issued in your name by M/s. \_\_\_\_\_ are attached.

For and on behalf of [insert Agent's name]

\_\_\_\_\_  
**AUTHORISED SIGNATORY**

**(Part-II)**

**OFFER TO PURCHASE**

I/We offer to purchase the above Goods from you for a Contract Price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

I/We undertake to pay the Contract Price referred to above in lump sum on \_\_\_\_\_, or in \_\_\_\_\_ installments, if agreed by the Modaraba, as per the attached schedule (Musawamah Document # 6).

For and on behalf of [Insert Agent's name]

\_\_\_\_\_  
**AUTHORISED SIGNATORY**

Date: \_\_\_\_\_

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**(Part-III)**  
**MODARABA'S ACCEPTANCE**

We have accepted your offer and have sold the above mentioned Goods to you on the following terms and conditions.

1) The Contract Price is Pak Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only) inclusive of Sales Tax  
Rs. \_\_\_\_\_.

2) The Contract Price stated above shall be payable in lump sum on \_\_\_\_\_ or in  
\_\_\_\_\_ installments, as per the attached schedule (Musawamah Document # 6).

For and on behalf of [Insert name of the Modaraba]

**AUTHORISED SIGNATORY**

Date: \_\_\_\_\_

**AUTHORISED SIGNATORY**

Date: \_\_\_\_\_

**SCHEDULE OF PAYMENTS OF CONTRACT PRICE**

Payment Date	Installment Amount
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**SCHEDULE OF SECURITY**

Description of Security  
Nature of Charge