

بنك
Dubai Islamic Bank

Dubai Islamic Bank



بنك دبي الإسلامي

Chq. No. 13324468

التاريخ : 16 JAN 2025 Date :

Pay against this cheque

Umm Al Qawain

ادفعوا بموجب هذا الشيك

to the order of Dubai Islamic Bank

لأمر بنك دبي الاسلامي .

AED

درهم

three hundred thousand seven hundred twenty-three



300,723.00
AED درهم



خديسة مصوب سالم بلال الدويى ال على

021520 0102806

RETURN MEMO

مذكرة اعادة الشيك

CHEQUE RETURN MEMO

Dated	17-01-2025	17-01-2025	التاريخ :
Ref. no:			رقم الحركة
Branch Name	sam litigation-dubai	sam litigation-dubai	اسم الفرع :
Beneficiary Name	DIB INTERNAL ACCOUNTS	DIB INTERNAL ACCOUNTS	اسم المستفيد
Beneficiary Address			عنوان المستفيد
Beneficiary A/C no	997108031350657	997108031350657	حساب المستفيد
The cheque,details as indicated below was returned unpaid for the reason stated by the drawn on bank		تم ارجاع الشيك ، التفاصيل كما هو موضح أدناه ، دون دفع للسبب المذكور في السحب على البنك	
Drawn on Bank			البنك المسحوب عليه الشيك
Drawn on ACC.			حساب المسحوب عليه الشيك
Date of Return	17-01-2025	17-01-2025	تاريخ ارجاع الشيك
Dr. Account No	021520010280601	021520010280601	رقم الحساب المسحوب عليه
Dr. Account Name	KHAMIS MAHBOOB SALIM ALDOOBI AL ALI	KHAMIS MAHBOOB SALIM ALDOOBI AL ALI	اسم الحساب المسحوب عليه
Cheque no.	324468	324468	رقم الشيك
Cheque Amount	300,723.00	300,723.00	مبلغ الشيك
Return Reason code.	A	A	رمز اعادة الشيك
Return Reason description	insufficient funds	عدم كفاية الرصيد	اسباب اعادة الشيك
Remarks	inf	inf	ملاحظات

هذا الاشعار يصدر اليا ولا يحتاج الى اى توقيع

This is computer generated letter and does not require any signature

Please provide the following documents along with this application:

- ☐ A copy of your Identity Card (for nationals) or Valid Passport with Residence Visa (for expatriates)
- ☐ A letter from your employer confirming salary transfer and assignment of End-of-Service Benefits (for personal finance against salary transfer)
- ☐ Fresh salary certificate from your employer (against post-dated cheques)
- ☐ Copy of valid trade license (for self-employed businessmen)
- ☐ Statement of Bank account for the last 1 year (for self-employed)
- ☐ Personal Guarantee (acceptable to the Bank - for self-employed)
- ☐ Copy of Sponsor's valid Identity Card or Passport with valid Residence Visa (for self-employed)
- ☐ Valid Tenancy Agreement for commercial premises (for self-employed)

Personal Details

Title : ☒ Mr. ☐ Mrs. ☐ Ms.

Full Name (First) **KHAMIS MAHBOOB** (Middle) **SALIM ALDOOBI**

(Last) **ALALI**

Nationality **UAE** Date of Birth **22-Jun-1989**

Gender ☒ Male ☐ Female Education **OTHERS**

Marital Status ☐ Married ☒ Single ☐ Others Family in UAE: ☐ Yes ☐ No

No of Dependents **0** Passport No **N4715906**

Date of Expiry **18-Mar-2022** Residence Visa No _____

Visa Expiry Date _____ Visa Issue Date _____

GrandFather's Name (Maternal) _____

Residence in the UAE

House/Flat No **738** Building/Villa Name/No **UAQ**

Home Ownership ☐ Rented ☐ Own ☐ Company Provided ☐ Parents

Residential Area **UM QWAN** Nearest Landmark **AL SALMAH POLICE STATION**

Street Name _____ No of Years at Current Address _____

P.O.Box No. **169** Emirate: **Umm Al-Qaiwain** Residence No **0509507048**

Mobile No **0509507048** Email **nomail@mail.com**

Details of Friends or Relatives in the UAE

Name **SALEM KHAMES** Address(Home) _____

Address(office) _____ Office Tel.No _____

Residence No _____ Mobile No **055603890**

Permanent Address in Home Country

House/Flat No _____ Building/Villa Name/No _____

Street _____ City: _____ Country: _____ Postal Code: _____

Home Country Tel No _____ Name of a friend or relative in home country _____

Address(Home) _____ Address(Office) _____

Office Tel No.: _____ Residence Tel No. _____ Mobile No.: _____

Occupation / Employment Details

Type of Employment	<input type="checkbox"/> Salaried	<input type="checkbox"/> Self Employed	<input type="checkbox"/> Both
Name of Organization	UAE Armed Forces. General Head Quarters Length of Service 7 Years 3Months		
Nature of Business	Department	Designation	
Building Name	UAE ARMED FORCES. GEI	Street	P.O.Box 888
Nearest Landmark	UAE ARMED FORCES. GEI	Office Telephone No.	0266665655
Fax No:	026666555	Mobile No.	0554088556
City	Abu Dhabi	Occupation	
Present Position	Employee No	Date of Joining/Establishment	27-Sep-2012
Name of Previous Organization	Length of service in the previous organization:		0 Years 0Months
Previous Employer's Address	Previous Employer's Tel No.		

Income Details

Monthly Basic Salary	Monthly Allowance(excluding overtime)
Total Monthly Gross Salary 19,762.00	Salary Date:
Additional Income	Frequency
Total Income from all sources(for self employed)	Accrued End of Service Benefits

Dubai Islamic Bank Relationship Details

Account No	021580010280601	Credit Card No.(if any)	
Outstanding Personal Finance	34,071.00	Outstanding Auto Finance	
Previous Financing (if any)	Limit		
Date of Settlement	Is your Salary Transferred To DIB Account	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Other Banking Relationships

Bank	Branch/Address
No of years held	Account Type & No

Details of Facilities

	Source *	Limit	OutStanding	Monthly Installment
Personal Finance	DUBAI ISLAMIC BANK.	36,602.00	34,071.00	6,483.00
Credit Card				
Car Financing				
Others				

* Bank Name

Type of Finance☒ **PF NBC SUKUK DEFERRED SALES LIABILITY CONSOLIDATION****Details of Sale**

NBC Sukuk Purchase Price	<u>AED240,000.00</u>	Number of NBC Sukuks requested for Purchased by Applicant:	<u>24000</u>
Expenses:	<u></u>	Preferred Payment Facility Period (Months)	<u>60</u>
Total NBC Sukuk Purchase Price:	<u>AED240,000.00</u>	Total NBC Sukuk Sale Price:	<u>AED 300,723.00</u>
First Installment Date (dd/mm/yyyy)	<u>01/03/2020</u>	Promised Profits:	<u>AED 60,723.00</u>

Details of Security

Card Declaration

I/We hereby apply for the issue of a credit card(s) as (specified above) from Dubai Islamic Bank, Dubai. I/we declare that I/we have read and understood the contents of this application and that the information provided in this application is true and correct and I/we shall notify Dubai Islamic Bank (hereinafter referred to as "the Bank") of any changes thereto. I/We confirm and agree that the Bank (which, for the avoidance of doubt means Dubai Islamic Bank PJSC, its local or foreign branches, subsidiaries, affiliates, representative offices, it's or their agents and any third parties selected by any of them or us) has my/our permission and I/we authorize the Bank to obtain and verify any information in connection with this application from anyone the Bank may consider appropriate (such as any local or international authority, credit reference agency or any other person/entity which maintains such information) and/or give any such information to any local or international authority, service provider or other person or entity for the purposes of providing any product or service to me/us in connection with this application (including data processing). I/we accept that the Bank is entitled, at its absolute discretion, to accept or reject this application without assigning any reason whatsoever, and that the application and its supporting documents shall become part of the Bank's records and shall not be returned to me/us. I/we acknowledge and agree that the activation, signing on the back of the card(s) or use of the primary card and or supplementary/Internet card(s), if any, issued on my account, shall be deemed to be an acceptance of terms and condition of the Banks card agreement and Al Islami electronic banking services (as amended from time to time) accompanying the card. I/we hereby undertake to use Dubai Islamic Bank Debit/Credit/Charge Card only for Sharia compliant purposes (purchase of goods, products and services permissible under the principles of Islamic Sharia) and in accordance with any and all applicable laws (including principles of Islamic Sharia), regulations, usages and customs relating to public policy and morality. Upon approval of this application by the bank, I/we agree to pay the prevailing fees and charges for the card(s). If so requested by the Bank, I/we authorize the Bank to issue supplementary card(s) and/or Internet card(s) for use on my/our account to the people(s) named and I/we undertake is/are over 18 years of age to hereby undertake the use of such supplementary card(s) and/or Internet card(s) shall be made under my/our supervision and control. I/we hereby indemnify the Bank against any loss or damage, liability or cost incurred by the Bank on account of any breach by me or by the supplementary/Internet cardholder(s) of the aforesaid condition or any other terms and conditions in the Banks card agreement or by reason of any legal disability or incapacity of the supplementary/Internet cardholder(s). I/we also acknowledge that the supplementary/Internet card(s) fees shall be built in my/our statement and it shall be my responsibility to honor all charges incurred on the supplementary/Internet card(s). I/we agree that the continuation of membership of the supplementary/Internet cardholder(s) shall be depended on the continuation of my membership and I/we agree and accept that I/we shall not make any claim against Dubai Islamic Bank in this respect. I/we agree that I/we will be auto-enrolled in the Credit Shield Takaful program and I/we agree to pay the associated charges for the program.

Processing Fee for Due Diligence and Documentation - 2,520.00 AED will be applicable

Signature of the Applicant (with Name & Address)

Ras Al Khaimah**For Bank Use only**

Documents received and checked	<u></u>	Recommended for Approval	<u></u>
Signature of Recommender	<u></u>	Date	<u></u>
Name of the Recommender	<u></u>	Comments	<u></u>
Credit Approval	<u></u>	Signature of the Approver	<u></u>
Date Time	<u></u>	Name of the Approver	<u></u>
Comments	<u></u>		
Sale Person's Name	<u></u>	Contact No	<u></u>
Source Code	<u></u>	Application No	<u></u>
STL TML <input type="checkbox"/>	PDC TML <input checked="" type="checkbox"/>		

Dubai Islamic Bank PJSC P.O Box 1080 referred to as the “**Bank**”

Applicant’s name - KHAMIS MAHBOOB SALIM ALDOOBI ALALI Applicant’s address P.O.Box 169, UAQ,UM QWAN,Umm Al-Qaiwain, UAE. referred to as the “**Promissor**”

The General Terms and Conditions (set out below) and the Deferred Sale Contract (to be executed) between the Bank and me/us shall constitute the contractual terms upon which the Bank shall provide any of the requested Sharia compliant financing facilities referred to in this Application Form (“Financing Facilities”).

Acknowledgements

I/We hereby acknowledge that I/we have read and understood the following General Terms and Conditions and confirm acceptance of the same. I/We understand that the approval of my/our application is subject to the Bank’s discretion and the General Terms and Conditions, and the Bank will enter into the necessary financing documents in respect of the Financing Facilities with me/us (“**Financing Documents**”) upon approval of my/our application. I/We understand that, pursuant to the execution of the relevant Financing Documents and the transaction contemplated thereunder, I/we shall be entitled to the realize or avail (as the case may be) the proceeds of the Financing Facilities.

I/We understand that the Bank is a financial institution, which on approval of my/our application will enter into certain Sharia compliant arrangements with third parties in order to enable the Bank to be able to provide the Financing Facilities to me/us in accordance with the terms of the Financing Documents.

I/We understand that the Bank, upon approval of my application and execution of the Financing Documents, may call me/us to notify me/us in relation to further or additional information or documents for the purpose of processing/undertaking transaction contemplated under the Financing Documents, or verification of any of the information provided to the Bank in relation to my/our Application Form.

I/We hereby unconditionally promise to purchase, the Assets (as defined in the Promise to Purchase) in accordance with the terms of the Promise to Purchase and the other Financing Documents.

I/We hereby irrevocably and unconditionally undertake to pay the Bank (on demand) the agreed processing and documentation fee.

I/We declare that the information given in this application by me/us is correct to the best of my/our knowledge. I/We acknowledge that any misrepresentation, misstatement or provision of any false/forged information to the Bank by me/us in this application, or at any time thereafter, shall result in the rejection/disqualification of my/our application in addition to any legal action including, but not limited to criminal and civil proceedings, against me/us, or the termination of any agreement between me/us and the Bank. Following such, I/we shall be liable to immediately pay all amounts due to the Bank by me/us.

The capitalized terms used in these General Terms and Conditions shall have the same meaning as the terms defined in the Agreement.

The Financing Facilities shall remain subject to the following General Terms and Conditions:

1. REPRESENTATIONS AND WARRANTIES

I/we agree, represent and warrant that:

- 1.1 I/we have all necessary authority and power to enter into the Financing Documents (including the Promise to Purchase and the Deferred agreement) and to carry out the transactions contemplated therein;
- 1.2 The Promise to Purchase and the Deferred Sale Agreement (upon execution by me/us) shall constitute valid and binding obligation against me/us in accordance with their terms and conditions thereof;
- 1.3 The execution, delivery and performance by me/us of the Financing Documents do not and the performance by the me/us of the transaction contemplated in the Financing Documents, will not:
 - (a) violate any laws of the UAE or other jurisdiction applicable to the me/us or require me/us to obtain any approval, consent or waiver of, or make any filing with, any person or entity (governmental or otherwise) that has not been obtained or made; or
 - (b) result in a violation or any breach of, constitute a default (or an event which with notice or lapse of time or both would become a default) under any agreement or result in the acceleration of any indebtedness or, result in any right of termination of, increase any amounts payable under, decrease any amounts receivable under, change any other rights pursuant to, or conflict with, any material contract, the Financing Documents, lease, license, permit, franchise or other instrument or obligation to which I/we am/are a party or by which it or its asset is bound.
- 1.4 I/we have satisfied myself/ourselves as to the correctness and sufficiency of the consideration and payment obligations contemplated under the Financing Documents
- 1.5 I/we have obtained all necessary information as to risks, contingencies and other circumstances which may influence or effect the my/our ability to enter into the Financing Documents and to carry out the transaction and perform the obligations thereunder in accordance with the terms of the Financing Documents and in this connection I/we accept full responsibility for all unforeseen difficulties and costs of successfully ensuring the performance of my/our obligations under the Financing Documents.
- 1.6 There is no legal, administrative, arbitration or other proceeding, or any governmental investigation, current or pending or, to my/our knowledge, threatened against or otherwise affecting me/us, or my/our assets or any part thereof, and the I/we am/are not aware of any fact that might reasonably be expected to form the basis for any such proceeding or investigation Relating, in any way, to me/us;
- 1.7 My/our obligations under the Financing Documents to perform the obligations in accordance with the Financing Documents is absolute and, in no way conditional or contingent or dependent on any factor, contracts, licenses or permissions.
- 1.8 All information supplied by me/us to the Bank in connection with the Financing Facilities are true, complete and accurate in all material respects and I/we am/are not aware of any material facts or circumstances that have not been disclosed to the Bank; and
- 1.9 Each of the representations and warranties constituted by this paragraph 1 shall survive the execution and termination of the Financing Documents and are made on the date hereof and shall be deemed to be repeated on each installment date/payment date under the Financing Documents with reference in each case to the facts and circumstances then subsisting at the relevant time.

2. INDEMNIFICATION

2.1 Indemnity

- (a) I/we undertake to indemnify the Bank against any cost, claim, loss, expense (including legal fees) or liability together with any tax thereon, which it may sustain or incur as a consequence of the occurrence of any Event of Default by me/us in the performance of any of the obligations expressed to be assumed under Deferred Sale Contract or any of the other Financing Documents; and
- (b) I/we shall indemnify the Bank on demand against any actual loss, expense, fees or damages incurred by the Bank in the due performance of its obligations under Deferred Sale Contract or any of the other Financing Documents

3. SECURITY

- 3.1 As Security for the performance of the my/our obligations hereunder, I/we shall execute and provide such Security Documents as stipulated in the Application Form, in such form and substance as shall be prescribed by the Bank and shall:
 - (a) execute such further deeds and documents as may from time to time be requested by the Bank for the purpose of more fully securing and or perfecting the Security created or to be created in favour of the Bank; and

4. COVENENTS

- 4.1 Promptly notify the Bank in case of my/our change in occupation or business, as the case may be; reduction of salary and any other relevant information that should reasonably be provided to the Bank;
- 4.2 Notify the Bank at least 5 (five) Business Days of the my/our travel (for business or whatever purposes) outside UAE;
- 4.3 Comply in all material respects with all applicable laws.

5. EVENTS OF DEFAULT

The following events shall be considered Events of Default under the Deferred Sale Contract or any of the other Financing Documents:

- 5.1 Any representation or statement made by me/us in any Financing Documents or in any notice or other document, certificate or statement delivered by me/us or in connection with the Financing Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made or repeated.
- 5.2 I/we fail to duly perform or comply with any of the obligations expressed to be assumed by me/us under the Deferred Sale Contract and any of the Financing Documents or under any other agreements or documents executed or issued thereunder or in connection herewith.
- 5.3 Any of my/our financial indebtedness is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default or acceleration event.
- 5.4 Any of the following occurs in respect of me/us:
 - (a) I/we am/are deemed for the purposes of any law to be, unable to pay my/our debts as they fall due or insolvent;
 - (b) I/we admit my/our inability to pay my/our debts as they fall due;
 - (c) I/we suspend making payments on any of my/our debts or announces an intention to do so;
 - (d) by reason of actual or anticipated financial difficulties, I/we begin negotiations with any creditor for the rescheduling of any of my/our indebtedness;
 - (e) a moratorium is declared in respect of any of my/our indebtedness; and
 - (f) if a moratorium occurs in respect of me/us, the ending of the moratorium will not remedy any Event of Default caused by the moratorium.
- 5.5 Any person presents a petition, or files documents with a court or any registrar, for my/our bankruptcy or an order for my/our bankruptcy is made.
- 5.6 Any execution or distress is levied against, or a secured party takes possession of the whole or any part of, my/our property, undertaking or assets.
- 5.7 As applicable, I/we cease or threaten to cease to carry on business (identified in the Application Form), and/or my/our employment is terminated and/or I/we resign from employment, and/or any visa, approval and/or consent required in respect of my/our employment in the UAE is revoked, expires and/or is cancelled, unless the Bank receives, to its satisfaction, full details of my/our new employer, business and/or visa and the proposed salary/income the I/we will receive.
- 5.8 I/we repudiate the Financing Documents and any of the documents or contracts issued or executed thereunder or in connection herewith or I/we do or cause to be done any act or thing evidencing an intention to repudiate any such documents or contracts.
- 5.9 At any time any act, condition or thing required to be done, fulfilled or performed in order (i) to enable me/us to lawfully enter into, exercise its rights under and perform the obligations expressed to be assumed by it in the Financing Documents, (ii) to ensure that the obligations expressed to be assumed by me/us in the Financing Documents are legal, valid and binding or (iii) to make the Financing Documents and all other documents or contracts issued or executed hereunder or in connection herewith admissible in evidence in the UAE is not done, fulfilled or performed and, in each case, if capable of remedy, is not remedied within 15 days of notice from the Bank.
- 5.10 At any time it becomes unlawful for me/us to perform or comply with any or all of my/our obligations, or it becomes unlawful for the Bank to exercise any or all of its rights under the Financing Documents, or such obligations or rights are not or cease to be legal, valid and binding.
- 5.11 In the opinion of the Bank a material adverse change occurs in (i) my/our ability to comply with the my/our obligations under the Financing Documents; or (ii) my/our business, financial condition or assets taken as a whole.
- 5.12 My/our failure (in the opinion of the Bank) to fulfill my/our obligations under the Financing Documents shall be construed as an act of negligence, or willful misconduct on my/our part.
- 5.13 Any Security provided by my/us ceases to remain in full force and effect.
- 5.14 In case of my/our death or incapacitation
- 5.15 In the reasonable opinion of the Bank any one or more of the events listed in items (1) to (15) is/are likely to occur with the passage of time or by any inaction on my/our part.

6. NOTICES

- 6.1 All notices and other communications under the Deferred Sale Agreement and other Financing Documents shall be in writing and shall be sent to the respective addresses of the Parties as stated in this Application Form or to such addresses as the Parties may specify from time to time. Notices may be delivered by email or facsimile message against a written confirmation of receipt or by registered post, email or courier.
- 6.2 Notices sent by email or fax shall be deemed to be received on the Business Day following the day they are transmitted and if sent by registered post or courier, shall be deemed to be received three (3) Business Days after the date of posting or dispatch (as the case may be) and properly addressed to the addressee.
- 6.3 All communications, notices or documents made or delivered by one Party to the other pursuant to Deferred Sale Agreement and other Financing Documents shall be in English or Arabic language.
- 6.4 The Bank has the absolute discretion whether or not to accept, rely or act upon any communication received via telephone, electronic mail, untested telex or facsimile transmission and shall be entitled to request verification of any such communication by any method the Bank deems appropriate.

7. SET OFF

I/we hereby authorize the Bank to apply any credit balance (including those accruing to any savings accounts/deposits, investment deposits or fixed deposits) to which I/we am/are entitled or any amount which is payable by any member of the Group (as defined in the Deferred Sale Agreement and other Financing Documents) to me/us at any time in or towards partial or total satisfaction of any payment obligation which may be due or payable by me/us to the Bank or any member of the Group under the Financing Documents. In cases where an obligation is unliquidated or unascertained, the Bank may set-off in an amount estimated by it in good faith to be the amount of that obligation. If obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

8. WAIVER

No failure by the Bank to exercise or any delay by the Bank in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

9. SEVERABILITY

If, at any time, any provision of a Financing Documents is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of the Financing Documents nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

10. ASSIGNMENT

- 10.1 The Financing Documents shall be binding on the Parties hereto, their respective successors and permitted assigns, heirs and/or legal representatives.
- 10.2 I/we may not assign or transfer any of its rights or obligations under the Financing Documents without the prior written consent of the Bank.
- 10.3 The Bank may, at any time, transfer or assign any of its rights or obligations under the Financing Documents provided that such assignments are made in accordance with the principles of Sharia.
- 10.4 The Bank may disclose to a potential assignee or transferee or to any other person who may propose entering into contractual relations with the Bank in relation to the Financing Documents such information about me/us as the Bank may consider appropriate.

11. DISCLOSURE OF INFORMATION

The Bank may at its discretion disclose information relating to the Deferred Sale Agreement and other Financing Documents to any third party.

12. AMENDMENTS

No amendment of or addition to the Financing Documents shall be of any force or effect unless effected in writing and signed by the Bank and me/us.

13. ENTIRETY

This Agreement, as and when amended by the Parties, constitutes the entire Agreement between the Parties hereto and correctly reflects the intention of the parties and constitutes all arrangements entered into between them.

14. COSTS, EXPENSES AND TAXATION

I/we shall pay to the Bank on demand all costs, charges and expenses arising in connection with the Financing Documents or preservation or enforcement of the Bank's rights under the Financing Documents, and all taxes, duties, fees and other charges of whatsoever nature levied or imposed by any authority in respect of my/our obligations under the Deferred Sale Agreement and other Financing Documents.

15. NO INTEREST

Nothing in the Deferred Sale Agreement and other Financing Documents shall oblige me/us or the Bank to pay interest or to receive any interest on any amount payable in violation of the principles of Sharia or to do anything that is unacceptable under the same.

16 GENERAL

- 16.1 If I/we do not have a current account with the Bank, then the I/we shall open such current account for the purposes of repayment of any amounts due pursuant to the Financing Documents. Once all such amounts under the Financing Documents are settled, if I/we do not close such account within one week of the settlement, the Bank will start levy an annual maintenance fee in accordance with the Bank's applicable policy.
- 16.2 I/We authorize, confirm and agree that the Bank (which, for the avoidance of doubt means Dubai Islamic Bank PJSC, its local or foreign branches, subsidiaries, affiliates, representative offices, it's or their agents and any third parties selected by any of them or us) have my/our permission to obtain and verify any information in connection with this application from anyone the Bank may consider appropriate (such local or international authority, credit reference agency or any other person/entity which maintains such information) and/or give any such information to any local or international authority, service provider or other person or entity for the purposes of providing any product or service to me/us in connection with this application (including data processing).
- 16.3 I/We acknowledges, agrees and expressly permits the Bank to, at any time deemed necessary and without prior notice, freeze and/or block credit balances in any of mu/our accounts with the Bank (including any savings accounts/deposits, investment deposits or fixed deposits), or any other associated account, at any time the Bank deems necessary with or without a Court order to this effect, and acknowledges that the Bank is permitted to block any amounts relating to repayment of any Financing Facilities, even in cases where the Bank implements a block in advance of the amount falling due. I/We hereby holds the Bank harmless and releases the Bank from any liability in this regard.
- 16.4 For avoidance of doubt, i/we releases and discharges the Bank, its shareholders, directors, employees, officers, representatives from and waives any right that accrues to me/us at law against the Bank, its shareholders, directors, employees, officers, and representatives with regard to any damages suffered, directly or indirectly, as a result of such freeze and/or block, as mentioned above."
- 16.5 If i/we has/have only saving account (time deposit account) and no current account(s) with the Bank, then i/we agrees that a default settlement current account and/or settlement account(s) is opened for the purposes of repayment of any amounts due pursuant to any finance agreement(s) whether present or future, actual or contingent and cheques and/or security cheques will be issued in form and size required by the Bank only for the purpose of repaying the installments concerning the Financing Documents.
- 16.6 Withdraw may be made by special written applications as prepared by the Bank and in a form acceptable to it.
- 16.7 I/we irrevocably confirm and agree that this finance and/or Financing Facilities is being availed to me/us because of employment with my/our current employer. During the duration of this finance and/or Financing Facilities, should me/us change jobs and/or move to a different company and/or are no longer employed as a salaried individual, the Bank has the right to ask for additional documents as per Bank's required format and settle the outstanding of the finance amount and/or Sale Price from my/our end of service benefits which the Bank have and/or to be received from my/our previous employer.
- 16.8 I/we irrevocably confirm and agree that this finance and/or Financing Facilities is being availed to me/us subject to me/us and my/our employer agreeing to continue transferring my/our salary to my/our account with the Bank. Also I/we irrevocably confirm and agree to promptly notify the Bank when there is any change in my/our occupation, employer and/or the status of my/our residency in the United Arab Emirates (UAE). Upon request, i/we irrevocably commit to provide the Bank with any document(s) Bank might ask to evidence a change in my/our situation.
- 16.9 All amounts set out in [the OR this] [Agreement/ Finance/Transaction Documents] (choose as appropriate) or otherwise payable by the [Client / Customer/ Company] (choose as appropriate) pursuant to this [Agreement OR Finance Documents], shall be made without any deduction or withholding for or on account of any Tax. If any deduction or withholding is required by any applicable law, as amended from time to time or modified by the practice of any relevant governmental revenue authority then in effect, the [Client / Customer / Company] shall bear such deduction or withholding on its own account and shall be obliged to gross-up the payments.
- 16.10 All amounts set out in [the OR this] [Agreement/ Finance/Transaction Documents] (choose as appropriate) or otherwise payable by the [Client / Customer/ Company] (choose as appropriate) pursuant to this [Agreement OR Finance Documents], whether the amount is paid as an advance payment, a deposit, on a fixed fee basis, or otherwise, are exclusive of Tax, including VAT. Where VAT is payable by [Customer] under this Agreement, the amount payable for the supply (VAT exclusive) will be increased by the amount of the VAT applicable at the prevailing rate.
- 16.11 I/we irrevocably confirm and agree that this finance and/or Financing Facilities and all the installments, profits and any other fees and expenses became due and payable immediately without having to give any notification or any court ruling and without prejudice to the bank right to utility my end of service benefit to settle the finance outstanding amount or to exercise any other rights of the bank according to this agreement or in accordance with the law in event of occurrence of any of the listed below events;
- a) If I terminated from my work for any reasons.
 - b) If my monthly salary or any part thereof transferred to any other body without the prior written approval of the bank
 - c) If I violated any of my undertaking or obligation arising from this Agreement.
 - d) If I failed to pay three consecutive installments or six nonconsecutive installments of the monthly installments without approval of the bank.
 - e) If , at any time , the information or documents I submitted to the bank are incorrect or any of my acknowledgment and undertaking I provided for this Agreement is invalid
 - f) If the bank notices that there are ground which could lead to my inability and/or any of my guarantors , as permissible under central bank's pervading regulations , to fulfill my obligation toward the bank.
 - g) My death or my leaving the country permanently
- 16.12 To the extent already paid by [DIB] or not recovered, the Client shall keep [DIB] indemnified from and against any loss, cost (including any cost of enforcement), liability (as well as any tax liability incurred, including but not limited to, VAT, as applicable), claim, demand or damage, which [DIB] suffers or incurs in the lawful and proper exercise of its duties under this Agreement.

- 16.13 The Bank may, from time to time , and at its sole discretion , with prior notice to the customer by any means as the Bank deems fit, changes or amends any of these terms , such changes shall apply on the effective date specified by the bank in the notification sent to the customer.
- 16.14 In the event of default in the payment of due and payable amount the Bank may appoint and authorize collection agents (inside the UAE or abroad) to collect the said outstanding amounts due to the Bank. I (the Applicant) irrevocably and unconditionally authorize the Bank to provide such collection agents with any necessary information or documents related to my (Applicant's) Financing Facility Application or any bank account(s) held with the Bank.
- 16.15 These terms and conditions of the Financing Facilities and all other relative documents shall be governed by the laws of the UAE and in compliance with the provisions of the Islamic Sharia and the Fatwas issued by the Bank's Fatwa & Sharia Supervision Board and shall be subject to the jurisdiction of UAE courts. I (the Applicant) irrevocably and unconditionally agree to submit to the exclusive jurisdiction of the UAE courts to settle or dispute arising out of the said terms and conditions. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the Banks right to initiate proceedings against me (the Applicant) in the courts of any competent jurisdiction (including outside UAE) nor shall the initiation of proceedings in anyone or more jurisdictions preclude the initiation of proceedings in any other jurisdiction, whether concurrently or not.

By signing below, I acknowledge and agree that I have read, reviewed, understood and confirm my agreement to the contents of all the 2 pages of this Application Form.



Signature _____

Date: _____

Ras Al Khaimah

Standing Instructions to Debit Account

The Bank shall debit my/our account with the Bank for payments to be made by me/us to the Bank or other banks in relation to my/our settlement of outstanding payment obligations



Ras Al Khaimah _____

Date: _____

Service Application for Personal Finance

Date : 15/01/2020

Branch : Umm Al Qawain

Finone No : 6141948

CIF No : 0102806

In addition to our undertaking to comply with all the terms and conditions of the below Deferred Sale Agreement/Murabaha Sale Agreement /Auto Murabaha Contract/ Rental Lease Agreement for Leasing / Salam Contract concluded between us and the Bank

Sr No	Contract No	Outstanding (AED)	Units	Outstanding Quantity	Product Type
1	021MO66160260001	34,071.00			SUKUK
2	021MO66172360001	34,071.00			SUKUK

You are kindly requested to approve our following request:

☐ **AL ISLAMI SALAM FINANCE**

Allow delivery of the total Outstanding Quantity of the Commodity at once, which under the Salam Contract is to be delivered on dates mentioned in Schedule (1) (Delivery Schedule of the Salam Contract).

Considering the early delivery of the Commodity as mentioned above, allow, at your discretion, delivery of a lesser quantity of the Commodity on the early Delivery Date.

☐ **MURABAHA SALE AGREEMENT**

Full early payment of Goods , in cash/with our authorization to the bank to deduct the Murabaha balance from our account below or from any of our current/saving accounts in case the balance is insufficient.

☒ **DEFERRED SALE AGREEMENT**

Full early payment of Sukuks, in cash/with our authorization to the bank to deduct the balance due under the Deferred Sale Agreement from my/our account below or from any of my/our current/saving accounts in case the balance is insufficient.

☐ **AUTO MURABAHA CONTRACT**

Full early payment of Auto Murabaha, in cash/with our authorization to the bank to deduct the balance due under the Auto Murabaha Agreement from my/our account below or from any of my/our current/saving accounts in case the balance is insufficient.

☐ **RENTAL LEASE AGREEMENT FOR LEASING**

Full early payment of Rental Lease Agreement for Leasing, in cash/with our authorization to the bank to deduct the Ijarah balance from our account below or from any of our current/saving accounts in case the balance is insufficient.

In addition, we authorize the Bank to deduct any charges or expenses incurred by the Bank for carrying out any of the above actions from our current/savings account mentioned below

Name of Applicant KHAMIS MAHBOOB SALIM ALDOOBI ALALI

ID : PASSPORT

No : N4715906

Telephone: 0509507048

Account No : 021580010280601

Customer Signature

Undertaking of the Applicant Regarding Settlement/Consolidation of Liabilities

I/We hereby irrevocably and unconditionally acknowledge and confirm that, the proceeds of the Financing Facilities shall solely be utilized for the purposes of settlement and/or consolidation of my/our existing liabilities identified in the application form or any other document submitted to the Bank. In the event, I/we fail to apply the proceeds for the identified purposes, the Bank shall be entitled to apply the proceeds of the Financing Facilities for such identified purposes. I/we hereby authorize the Bank to take all necessary actions, including without limitation, liquidation, redemption or disposal of the Sukuk to be acquired by the Applicant pursuant to Deferred Sale Agreement (the "Sukuk") and to realize/receive the proceeds for the purpose of application thereof towards settlement and/or consolidation of my/our liabilities. For this purpose, I/we irrevocably and unconditionally create a security interest over the Sukuk in favour of the Bank and hereby authorize the Bank to enforce the security interest (including issuing instructions in such capacity to the issuer of the Sukuk for redemption thereof) in the circumstances mentioned above.

Signature of the Applicant



Date :

DEFERRED SALE AGREEMENT

THIS DEFERRED SALE AGREEMENT is made on 15-Jan-2020 (the "**Agreement**") by and between:

- (1) **Dubai Islamic Bank PJSC**, P.O Box 1080, Dubai, United Arab Emirates, (hereinafter referred to as the "**Seller**", which expression shall include his successors, heirs, legal representatives and assigns);

And

- (2) **KHAMIS MAHBOOB SALIM ALDOOBI ALALI**, UAE national and residing at P.O.Box 169, **Ras Al Khaimah** (hereinafter referred to as the "**Purchaser**", which expression shall include his successors, heirs, legal representatives and assigns), (each a "**Party**" and together the "**Parties**").

RECITALS

WHEREAS:

- (A) Pursuant to a Promise to Purchase dated 15/01/2020 issued by the Buyer in favour of the Seller (the "**Promise**"), the Seller had issued the Exercise Notice dated 15/01/2020 exercising its rights thereunder (the "**Exercise Notice**").
- (B) the Seller hereby sells and the Purchaser hereby purchases the Relevant NBC Sukuk on the terms and conditions set out herein.
- (C) The Buyer and Seller (each a "**Party**" and together the "**Parties**") are entering into this Agreement for evidencing the sale and purchase of the Relevant NBC Sukuk (as defined below).

NOW THEREFORE, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1. Definitions

In this Agreement:

"**AED**" means the lawful currency of the UAE, from time to time.

"**Cost Price**" shall have the same meaning as ascribed to such term in Schedule 1.

"**Deferred Payment Dates**" means the dates as set out in the Payment Schedule, in accordance with which the Sale Price shall be payable by the Purchaser to the Seller on Instalment basis.

"**Instalment**" shall have the same meaning as ascribed to such term under Clause 3.1.

"**Nominated Account**" shall have the same meaning as ascribed to such term in Schedule 1.

"**Payment Schedule**" means the schedule on the basis of which the Sale Price shall be paid on Instalments as set out in Schedule 1.

"**Profit**" shall have the same meaning as ascribed to such term in Schedule 1.

"**Relevant NBC Sukuk**" means the Relevant NBC Sukuk that shall be subject matter of this Agreement, as described in Schedule 1 hereof.

"**Sale**" shall have the same meaning as ascribed to such term under Clause 2.1.

"**Sale Date**" means the date of this Agreement, being the date on which the sale under this Agreement shall occur.

"**Sale Price**" means the price set out in Schedule 1, which shall be the aggregate of the Cost Price and the Profit.

"**Security**" shall have the same meaning as ascribed to such term under Clause 3.2.

"**UAE**" means the United Arab Emirates.

1.2. Interpretations

1.2.1 In this Agreement:

- (i) any "**Party**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (ii) an amendment includes a supplement, restatement or novation and amended is to be construed accordingly;
- (iii) a clause or schedule is a reference to a clause of, or a schedule to, this Agreement;
- (iv) a document is a reference to that document as amended from time to time; and

1.2.2 The Recitals and Schedules to this Agreement shall be considered an integral part hereof.

1.2.3 In this Agreement:

- (i) headings in this Agreement do not affect its interpretation.
- (ii) words denoting the singular shall include the plural and vice versa;
- (iii) words denoting one gender only shall include the other gender; and
- (iv) words denoting persons only shall include firms and corporations and vice versa.

2. SALE

- 2.1 The Seller sells the Relevant NBC Sukuk and the Purchaser purchases the Relevant NBC Sukuk on the Sale Date for the consideration of the Sale Price, free from all liens, charges and encumbrances and other rights exercisable by third parties created by or through or as a result of any action or inaction of the Seller but otherwise on an 'as is, where is' basis (the "Sale").
- 2.2 The title, rights, interests, delivery and possession to the Relevant NBC Sukuk, together with its associated rights and obligations, shall pass to the Purchaser on the Sale Date.
- 2.3 The purchaser acknowledges that in case of failure to pay any amount due in relation to any installment within the time as stated in annexure "1", then all the amounts of the remaining installments shall immediately become due and payable.

3. CONSIDERATION AND SECURITY

- 3.1 The Parties agree that the Purchaser is obligated to pay, and shall pay, the Sale Price to the Seller in AED, in immediately available funds in agreed instalments on the Deferred Payment Dates as per the Payment Schedule into the Nominated Account (the "**Instalment(s)**").
- 3.2 The Purchaser hereby provides the security cheques for an amount equal to the deferred Sale Price to secure the payment of the Instalments on the relevant Deferred Payment Dates (the "**Security**").
- 3.3 The Purchaser understands and agrees that its failure to pay any Installment shall give the Seller the right to enforce all or part of the Security provided by the Purchaser to the Seller, without any notice to the Purchaser.
- 3.4 If the Sale Price (including each of the Instalments in relation thereto) or other due amounts are not paid by Purchaser on the relevant due dates in accordance with this Agreement, the Purchaser irrevocably undertakes to pay the Seller a late payment amount of AED 175 in respect of the period from, and including, the due date for payment to, but excluding, the date of full payment for the delay in payment of the outstanding amount.
- 3.5 The Seller shall pay all late payment amounts received from the Purchaser to such charitable foundations or Islamic scientific or medical institutions as it may select in its sole discretion and, if applicable, in accordance with the guidance from its Sharia Supervisory Board.

4. WARRANTIES

The Seller warrants that on the Sale Date it has the right to sell and transfer the Relevant NBC Sukuk to the Purchaser on the terms set out in this Agreement.

5. COST AND EXPENSES

The Purchaser undertakes and agrees that it will, at its own cost and expense, execute and do (or procure to be executed and done by any other necessary party) all such deeds, documents, acts and things as the Seller or its assignee may from time to time require in order to vest the Relevant NBC Sukuk in the Purchaser (including registration before the relevant authorities) or its assignee or as otherwise may be necessary to give full effect to this Agreement.

6. GENERAL

The Parties agree that:

6.1 Severability

if any part, term or provision of this Agreement should be held illegal or unenforceable, such part, term or provision shall be read down or severed only to the extent necessary to remedy the illegality or unenforceability, and the validity or enforceability of the remainder of this Agreement shall not be affected.

6.2 Changes

no alteration, addition or variation of this Agreement shall be of any force or effect, unless in writing and signed by the Parties' duly authorized officers or representatives.

6.3 Amendment

this Agreement, as and when amended by the Parties, constitutes the entire Agreement between the Parties hereto and correctly reflects the intention of the Parties and constitutes all arrangements entered into between them.

6.4 Assignment

neither Party shall be entitled to assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Party provided always that such assignment or transfer is in accordance with the principles of Sharia.

6.5 Waiver

the failure by any Party hereto to exercise or enforce any rights conferred upon it by this Agreement shall not be deemed to be a waiver of any such rights or operate so as to prevent the exercise or enforcement thereof at any time or times thereafter. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

6.6 Payments due on non-Business Days

any payment under the Agreement falling due and payable on a non-Business Day shall fall due on immediately preceding Business Day.

6.7 Sharia Compliance

they have each reviewed this Agreement from a Sharia perspective and have assessed the Sharia compliance of this Agreement. The Parties undertake not to object or contest the Sharia compliance of this Agreement at any point of time.

6.8 Waiver of interest

The Parties acknowledge and agree that the principle of the payment of interest is repugnant to Sharia and accordingly, to the extent that any legal system would (but for the provisions of this Clause) impose (whether by contract, statute or court order) any obligation to pay interest, the Parties hereby irrevocably and unconditionally, expressly waive and reject any entitlement to recover interest from each other.

If any proceedings are brought by or on behalf of a party under this Agreement, each party agrees that it will:

(a) not claim any judgment interest under, or in connection with, such proceedings; and

(b) to the fullest extent permitted by law, waive all and any entitlement it may have to judgment interest awarded in its favour by any court as a result of such Proceedings

6.9 Originals

This Agreement may be executed in any number of originals, each of which shall be considered as an original.

7. GOVERNING LAW AND JURISDICTION

7.1 This Agreement is governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates to the extent these laws are not inconsistent with the principles of Sharia (as set out in the Sharia Standards published by the Accounting and Auditing Organization of Islamic Financial Institutions and as interpreted by the Fatwa & Sharia Supervisory Board of the Seller), in which case principles of Sharia will prevail.

7.2 The courts of the Emirate of Dubai shall have exclusive jurisdiction on any dispute arising out of or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1
RELEVANT DETAILS

The Parties with respect to the Agreement mutually agree as follows:

1.

Relevant NBC Sukuk:

means 24000 certificates of the Sukuk Al Mudaraba issued
by National Bonds Corporation PJSC, bearing number from SUK/RHG215103
to SUK/RHG239102, where each certificate:
- (a)

represents undivided ownership interest in the underlying Mudaraba Asset managed by National Bonds Corporation PJSC; and
- (b)

as of the date of issuance shall represent face amount of AED 10.00.
2.

Cost Price:

AED 240,000.00
3.

Nominated Account:

AE520240021580010280601
4.

Profit:

AED 60,723.00
5.

Sale Price:

AED 300,723.00
6.

Payment Schedule:

Sr No.	Deferred Payment Date	Amount of Sale Price Payable (Instalment)
1	01-MAR-2020	5,012.00
2	01-APR-2020	5,012.00
3	01-MAY-2020	5,012.00
4	01-JUN-2020	5,012.00
5	01-JUL-2020	5,012.00
6	01-AUG-2020	5,012.00
7	01-SEP-2020	5,012.00
8	01-OCT-2020	5,012.00
9	01-NOV-2020	5,012.00
10	01-DEC-2020	5,012.00
11	01-JAN-2021	5,012.00
12	01-FEB-2021	5,012.00
13	01-MAR-2021	5,012.00
14	01-APR-2021	5,012.00
15	01-MAY-2021	5,012.00
16	01-JUN-2021	5,012.00
17	01-JUL-2021	5,012.00
18	01-AUG-2021	5,012.00
19	01-SEP-2021	5,012.00
20	01-OCT-2021	5,012.00
21	01-NOV-2021	5,012.00
22	01-DEC-2021	5,012.00
23	01-JAN-2022	5,012.00
24	01-FEB-2022	5,012.00
25	01-MAR-2022	5,012.00
26	01-APR-2022	5,012.00
27	01-MAY-2022	5,012.00
28	01-JUN-2022	5,012.00
29	01-JUL-2022	5,012.00
30	01-AUG-2022	5,012.00
31	01-SEP-2022	5,012.00
32	01-OCT-2022	5,012.00
33	01-NOV-2022	5,012.00
34	01-DEC-2022	5,012.00
35	01-JAN-2023	5,012.00
36	01-FEB-2023	5,012.00
37	01-MAR-2023	5,012.00
38	01-APR-2023	5,012.00
39	01-MAY-2023	5,012.00

40	01-JUN-2023	5,012.00
41	01-JUL-2023	5,012.00
42	01-AUG-2023	5,012.00
43	01-SEP-2023	5,012.00
44	01-OCT-2023	5,012.00
45	01-NOV-2023	5,012.00
46	01-DEC-2023	5,012.00
47	01-JAN-2024	5,012.00
48	01-FEB-2024	5,012.00
49	01-MAR-2024	5,012.00
50	01-APR-2024	5,012.00
51	01-MAY-2024	5,012.00
52	01-JUN-2024	5,012.00
53	01-JUL-2024	5,012.00
54	01-AUG-2024	5,012.00
55	01-SEP-2024	5,012.00
56	01-OCT-2024	5,012.00
57	01-NOV-2024	5,012.00
58	01-DEC-2024	5,012.00
59	01-JAN-2025	5,012.00
60	01-FEB-2025	5,015.00

EXECUTION PAGE

Seller

DUBAI ISLAMIC BANK PJSC



Barakat
2

Purchaser:

KHAMIS MAHBOOB SALIM ALDOOBI ALALI
Ras Al Khaimah

By signing below, I acknowledge and agree that I have read, reviewed, understood and confirm my agreement to the contents of all the 5 pages of this Deferred Sales Agreement.

Signature

PROMISE TO PURCHASE

This Promise to Purchase is made on 15-Jan-2020 (the "**Promise**");

BY

- (1) **KHAMIS MAHBOOB SALIM ALDOOBI ALALI**, UAE national and residing at P.O.Box 169, Ras Al Khaimah (hereinafter referred to as the "**Promisor**", which expression shall include his successors, heirs, legal representatives and assigns),

IN FAVOUR OF

- (2) **Dubai Islamic Bank PJSC**, P.O Box1080, Dubai, UAE, (hereinafter referred to as the "**Beneficiary**", which expression shall include his successors, heirs, legal representatives and assigns).

Recitals

Whereas:

- (A) the Promisor irrevocably undertakes to purchase the relevant NBC Sukuk (as described in Schedule 1 hereof) (the "**Relevant NBC Sukuk**");
- (B) the Beneficiary, relying on the Promise, intends to acquire the Relevant NBC Sukuk and then sell them to the Promisor by way of a Deferred Sale Agreement (as defined in Clause 2.1 below).

THE PROMISOR HERE BY PROVIDES AS FOLLOWS:

1. UNDERTAKING

The Promisor irrevocably and unconditionally undertakes to purchase the Relevant NBC Sukuk (mentioned in Schedule 1 hereof) from the Beneficiary on the Sale Date (as defined in Schedule 1 hereof) after the Promissee has acquired the title to, and possession of, the Relevant NBC Sukuk and the Promissee has issued the Exercise Notice, in accordance with the Deferred Sale Agreement (as defined in Schedule 1 hereof).

2. EXERCISE AND DEFERRED SALE

- 2.1 The sale, which is the subject of this Promise, shall be made on deferred payment basis (the "**Sale**") and shall be recorded in a deferred sale agreement (substantially in the form and subject to the terms acceptable to the beneficiary) to be executed between the promisor (as purchaser) and the Beneficiary (as seller) (the "**Deferred Sale Agreement**").
- 2.2 The Beneficiary shall be entitled to exercise its right under this Promise (the "**Exercise**") by issuing the exercise notice, substantially in the form attached as Schedule 2 hereof (the "**Exercise Notice**"). Upon Exercise, the Promisor shall be obliged to enter into the Deferred Sale Agreement. The Promisor shall bear the transportation, loading/unloading charges and any other related charges. The Promisor shall not have the right to claim any of the aforesaid charges from the Beneficiary. The Promisor shall bear all ownership risks after assuming the title and taking the actual or constructive

3. PROMISOR DEFAULT

- 3.1 If the Promisor withdraws from executing the transaction before the Beneficiary acquires the Relevant NBC Sukuk, the Promisor shall bear all administrative expenses incurred by the Beneficiary till that date. The Promisor undertakes to pay the actual losses to the Beneficiary arising out of its withdrawal from this Promise.
- 3.2 If the Promisor refuses to purchase the Relevant NBC Sukuk after the Beneficiary acquires the Relevant NBC Sukuk, the Beneficiary is entitled to sell the same and get the cost thereof. If the sale proceeds exceed the Beneficiary's entitlement, such excess will be the sole right of the Beneficiary in its capacity as the owner of the Relevant NBC Sukuk.
- 3.3 If the Promisor refuses to receive the Relevant NBC Sukuk, or documents relating to the Relevant NBC Sukuk, after the Relevant NBC Sukuk have been purchased by it by signing the Deferred Sale Agreement, such refusal by the Promisor shall be construed as the breach of the Promise by the Promisor. In such event, the Promisor understands and agrees that the Beneficiary has the right to sell the Relevant NBC Sukuk and receive the sale proceeds and to revert to the Promisor for any shortfall.

4. GOVERNING LAW AND JURISDICTION

- 4.1 This Promise is governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates to the extent these laws are not inconsistent with the principles of Sharia (as set out in the Sharia Standards published by the Accounting and Auditing Organization of Islamic Financial Institutions and as interpreted by the Fatwa & Sharia Supervisory Board of the Beneficiary), in which case principles of Sharia will prevail.
- 4.2 The courts of the Emirate of Dubai shall have exclusive jurisdiction over any dispute arising out of or in connection with this Promise.

IN WITNESS WHEREOF this Promise has been executed on behalf of the Promisor on the date specified above

**SCHEDULE 1
RELEVANT DETAILS**

The Promisor confirms that this Promise and the resulting Deferred Sale Agreement shall be based on the following terms:

1. Relevant NBC Sukuk: means 24000 certificates of Sukuk Al Mudaraba issued by National Bonds Corporation PJSC, bearing number from SUK/RHG215103 to SUK/RHG239102 each of which:
 - (a) represents undivided ownership interest in the underlying Mudaraba asset managed by National Bonds Corporation PJSC ; and
 - (b) as of the date of issuance shall represent face amount of 10.00 AED .
2. Cost Price of the Relevant NBC Sukuk: AED 240,000.00 (the "**Cost Price**")
2. Basis of Profit calculation: AED 60,723.00 (for avoidance of doubt the "**Profit**" shall be determined using this calculation basis and shall be set out in the Exercise Notice and the Deferred Sale Agreement).
4. Sale Price of the Relevant NBC Sukuk: AED 300,723.00 (the "**Sale Price**").
5. Sale Date: Date to be set out in the Exercise Notice (the "**Sale Date**").
6. Sale Price payment: As per the payment schedule to be set out in the Deferred Sale Agreement, which indicatively shall be on the following basis: AED 300,723.00

**SCHEDULE 2
EXERCISE NOTICE**

From: **Dubai Islamic Bank PJSC** (the "**Beneficiary**")

To: [·] (the "**Promisor**")

Dear Sirs,

Re: Exercise Notice

We refer to the Promise given by you dated [·] (the "**Promise**").

1. Terms defined in the Promise shall have the same meanings when used herein.
2. This Exercise Notice is issued by the Beneficiary pursuant to the Promise and the undersigned is duly authorised to execute and deliver this Exercise Notice.
3. The Beneficiary agrees that its title and possession to the Relevant NBC Sukuk shall, upon execution of the Deferred Sale Agreement, pass to the Promisor
4. The Sale Price payable by the Promisor under the Deferred Sale Agreement shall be as follows:
Sale Price = [Cost Price + Profit],

Where:

- (a) Cost Price = 240,000.00 AED
- (b) Profit = 60,723.00 AED

5. Attached is a copy of the Deferred Sale Agreement, which the Promisor should arrange to be executed and returned to us on the Sale Date, being [·].

Best regards

Dubai Islamic Bank
Represented by: [●]
In his capacity as: [●]



Signature

EXECUTION PAGE

The Promisor

KHAMIS MAHBOOB SALIM ALDOOBI ALALI

Ras Al Khaimah

By signing below, I acknowledge and agree that I have read, reviewed, understood and confirm my agreement to the contents of all the 3 pages of this Promise to Purchase.



Internal Transfer Application

طلب تحويل داخلي

Branch Umm Al Qawain

الفرع

Date 15/01/2020

التاريخ

To: The Manager, Dubai Islamic Bank

السيد/ مدير بنك دبي الإسلامي

Dear Sir,

السلام عليكم ورحمة الله وبركاته

Please transfer the sum of :

AED 2,520.00

أرجو تحويل مبلغ وقدره

(Only Two Thousand Five Hundred Twenty Dirhams

(فقط

from my/our account

من حسابي/ حسابنا

Customer's Name KHAMIS MAHBOOB SALIM ALDOOBI ALALI

اسم المتعامل

Account Number 021580010280601

رقم الحساب

On 15/01/2020

بتاريخ/...../.....

In favor of ARRANGEMENT-PROCESSING FEES-P-FIN.

لصالح

Account No.

3	3	1	3	2	0	0	0	5
---	---	---	---	---	---	---	---	---

حساب رقم

I/we authorize the Bank to debit my/our account for applicable charges.

ونفوضكم بخصم الرسوم المقررة لهذا التحويل من حسابي/ حسابنا أعلاه

Customer Signature

توقيع المتعامل



For Branch Use	لاستخدام الفرع
Authorized Signature	مطابقة التوقيع
التوقيعات المعتمدة	Signature Verification
	Name
	Signature

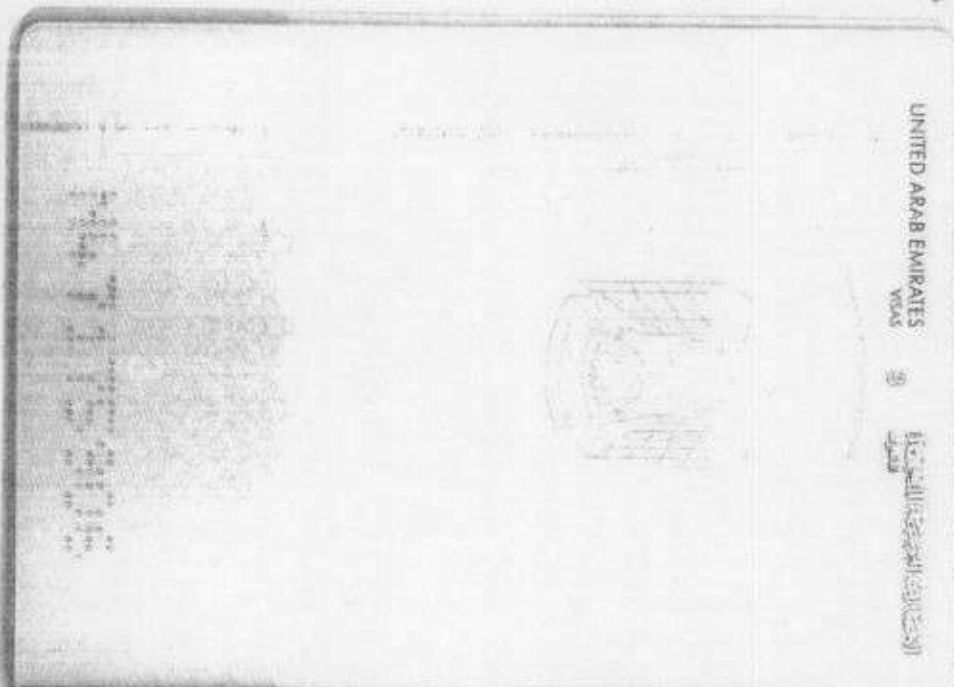
BANK COPY

نسخة البنك

The fees and charges shown above are inclusive of 5% VAT, where applicable

الرسوم والمصاريف المذكورة أعلاه شاملة لنسبة الـ 5% المتعلقة بضريبة القيمة المضافة، حسب الحال

صورة طبق الاصل
اسم الموظف: Hazen Dawood
الرقم الوظيفي: 13412



Passport

UNITED ARAB EMIRATES دولة الامارات العربية المتحدة



Type	Country Code	Passport No	رقم الجواز
P	ARE	N47175906	

Names
KHAMIS MAHBOOB SALIM ALDOOBI AL-ALI

Nationality
United Arab Emirates

Date of Birth تاريخ الميلاد
22/06/1989

Place of Birth
UMM AL QUWAIN

Date of Expiry تاريخ الانتهاء
18/03/2022

Issuing Authority
UMM AL QUWAIN

الاسم
خميس محبوب سالم النبوي آل علي

الجنسية
الإمارات العربية المتحدة

Sex
M

مكان الميلاد
أم القيوين

Date of Issue تاريخ الاصدار
19/03/2017

Holder's Signature توقيع حامل الجواز

مراجعة تطبيق الأصل
 لموظف: Mazen Dawood
 الوظيفي: 13413

P<AREAL<ALI<<KHAMIS<MAHBOOB<SALIM<ALDOOBI<<
N471759D62ARE8906223M2203182<<<<<<<<<<<<<<

الجمهورية العربية السورية
سجل

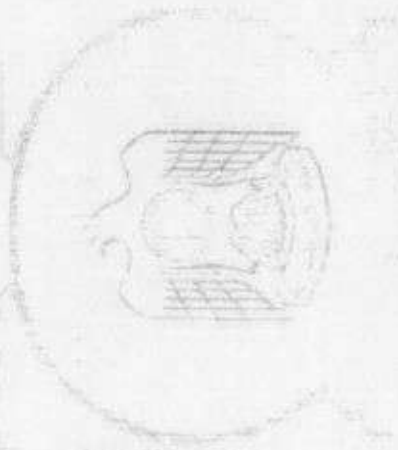
٢٠٠٨

UNITED ARAB EMIRATES
VISAS

الجمهورية العربية السورية
سجل

٢٠٠٨

UNITED ARAB EMIRATES
VISAS



الرقم الموحد

500529

رقم الاضحية

8574



صورة طبق الاصل
اسم الموظف : Mazen Dawood
الرقم الوظيفي : 13413

صورة طبق الاصل
اسم الموظف : Mazen Dawood
الرقم الوظيفي : 13413

٥٠٠٥٢٩

United Arab Emirates
Identity Card

دولة الإمارات العربية المتحدة
بطاقة هوية

رقم الهوية / ID Number
784-1989-8705714-2

الاسم: خميس محبوب سالم الدوي
أل علي
Name: Khamis Mahboob Salim Al Doobi
Al Ali

الجنسية: الإمارات العربية المتحدة
Nationality: United Arab Emirates



الأصل
صورة
اسم الموظف: Mazen Dawood
الرقم الوظيفي: 13413

الرجوع إلى
الرقم الوطني: 13413
Mazen Dawood
صورة طبق الأصل

Sex: M	الجنس: ذكر	Date of Birth	22/06/1989	تاريخ الولادة
Signature	التوقيع	Expiry Date	27/06/2024	تاريخ الانتهاء
		Card Number	068722726	رقم البطاقة
111995/01		00800CB4BAEF0671		
If you find this card, please return it to the issuing organization or to the nearest police station.				
IDARE0687227264784198987057142				
8906223M2405274ARE<<<<<<<<<<<<<6				
AL<ALI<<KHAMIS<MAHB00B<SALIM<A				

شيك
CHEQUE

Dubai Islamic Bank



بنك دبي الإسلامي

Chq. No. 13324468

التاريخ : 16 JAN 2025 Date :

Pay against this cheque

to the order of Dubai Islamic Bank

AED

three hundred thousand seven hundred twenty-three

Umm Al Qawain

ادفعوا بموجب هذا الشيك

لأمر بنك دبي الإسلامي

درهم



درهم
AED 300,723.00

خميس محبوب سالم بلال الدوي ال على

٥٢١٥٢٥ 0102806٥١

This cheque paper contains a watermark.

To verify hold in the light.

Tamper evident UV

404 / 2

32323332

NEWS 14, 100



CASE_FILED

997108031350657 (ASH)



RETURN MEMO

CHEQUE RETURN MEMO

مذكرة إعادة الشيك

Dated	17-01-2025	17-01-2025	التاريخ :
Ref. no:			رقم الحركة
Branch Name	sam litigation-dubai	sam litigation-dubai	اسم الفرع :
Beneficiary Name	DIB INTERNAL ACCOUNTS	DIB INTERNAL ACCOUNTS	اسم المستفيد
Beneficiary Address			عنوان المستفيد
Beneficiary A/C no	997108031350657	997108031350657	حساب المستفيد
The cheque, details as indicated below was returned unpaid for the reason stated by the drawn on bank		تم إرجاع الشيك ، التفاصيل كما هو موضح أدناه ، دون دفع للسبب المذكور في السحب على البنك	
Drawn on Bank			البنك المسحوب عليه الشيك
Drawn on ACC.			حساب المسحوب عليه الشيك
Date of Return	17-01-2025	17-01-2025	تاريخ إرجاع الشيك
Dr. Account No	021520010280601	021520010280601	رقم الحساب المسحوب عليه
Dr. Account Name	KHAMIS MAHBOOB SALIM ALDOOBI AL ALI	KHAMIS MAHBOOB SALIM ALDOOBI AL ALI	اسم الحساب المسحوب عليه
Cheque no.	324468	324468	رقم الشيك
Cheque Amount	300,723.00	300,723.00	مبلغ الشيك
Return Reason code.	A	A	رمز إعادة الشيك
Return Reason description	insufficient funds	عدم كفاية الرصيد	اسباب إعادة الشيك
Remarks	inf	inf	ملاحظات

هذا الإشعار يصدر آلياً ولا يحتاج إلى توقيع

This is computer generated letter and does not require any signature