

These Terms and Conditions govern the relationship between Siraj Finance PJSC (“**Siraj Finance**”) and the customer (“**Customer**”) in relation to providing the Ijarah financing facility under Ijarah Muntahia Bittamleek (“**Facility**”) to the Customer. These Terms and Conditions define the rights, obligations and responsibilities of the Parties in relation to the Facility and shall be read in conjunction with the Promise to Lease, the Lease Agreement, Purchase Undertaking, Sale Undertaking, Service Agency Agreement and the Title Agency Agreement.

I hereby acknowledge and confirm that I have read, understood, and accept the following:

1. I hereby acknowledge the receipt of Key Facts Statement. I hereby confirm to have read, understood, and signed the Key Facts Statement.
2. I will ensure that I provide all the necessary documentation and the securities requested by Siraj Finance PJSC and as set out in the Facility Offer Letter / Credit approval Sheet and my contracts. Additionally, I will cooperate with Siraj Finance PJSC to complete the mortgage registration of my property to safeguard both mine and Siraj Finance’s rights.
3. I will take out a Takaful cover for the Asset during the course of the lease (the "Takaful Policy"). I acknowledge that the Lessor may sub-contract these obligations in accordance with the Service Agency Agreement. I shall obtain and maintain a Takaful policy on the Lessor’s expense in respect of any third-party liability arising out or in connection with the use of the Asset by the Lessee throughout the Lease Term and shall be responsible under the service agency agreement for the premium in respect of such Takaful policy. The Lessee may not commit any action and shall refrain from committing any action that breaches or contravenes the terms and conditions of the Takaful Policy. The Lessee shall ensure that the Lessor is registered and/or named as the first loss payee or the additional insured person under the said Takaful policy.
4. Upon the occurrence of any event giving rise to a claim under the Takaful Policy, I shall promptly notify the Lessor of such occurrence. The Lessee may not without the prior written approval of the Lessor make any final settlement of any claim under the Takaful Policy.
5. In case of early purchase (settlement) of the property (settlement of Home Finance) prior to the end of the full term of the Ijarah contract, I am aware that I will be required to pay the Price under the Real Estate Sale Contract including 1% of the outstanding or AED 10,000 (whichever is lower).
6. I am aware of and fully understand that the fees and charges applicable to the Home finance transaction will be as per Siraj Finance’s approved Schedule of Charges. I am also aware of and fully understand that these fees and charges are subject to change from time to time as per Siraj Finance’s absolute discretion. Therefore, I will ensure to refer from time to time to the latest Siraj Finance’s Schedule of Charges. Siraj Finance will notify me through its formal channel(s), at least, 60 calendar days prior to the implementation of such changes or as such period is amended from time to time by the relevant authority.
7. No amendment or other modification of these Terms and Conditions or waiver of any term hereof shall be effective unless communicated to customers 60 days prior implementation.

8. As security for the Lessee's obligations under the Lease Agreement, the Lessee shall grant the security as per the Security Documents
9. Upon the occurrence of any Event of Default, the Lessor shall be entitled (without prejudice to the Lessor's other rights and remedies under these terms and Conditions or at law) on written notice (in accordance with the terms of the Purchase Undertaking) to the Lessee:
 - (a) to terminate this Agreement and repossess the Asset; and/or
 - (b) to require (other than for an Event of Default as a result of Total Loss) the Lessee to purchase the Asset by paying him/her a sum equal to the Termination Amount pursuant to the Purchase Undertaking.
10. The Lessor shall be responsible for all Major Maintenance of the Asset. I acknowledge that the Lessor may sub-contract these obligations in accordance with the Service Agency Agreement. I shall notify the Lessor promptly of the need to carry out any Major Maintenance to the Asset.
11. I shall use and maintain the Asset with care in accordance with the nature of the Asset, the developer guidelines, prevailing customs, instructions for use issued from time to time by the Lessor or its representative and any other prevailing laws or regulations.
12. I shall not do anything (or so far as he/she is able, shall not permit anything to be done) which may affect or imperil the Lessor's right, title and interest in and to the Asset or any part of the Asset.
13. I shall be responsible, at his/her own cost and expense, for the performance of all Ordinary Maintenance and Repair of the Asset as required. In performing the Ordinary Maintenance and Repair, the Lessee shall at all times:
 - (a) conduct regular and proper inspections of the Asset;
 - (b) keep the Asset in good and serviceable repair and condition.
14. Upon the signing of the Lease Agreement, the Lessor shall be permitted and the Lessee shall consent to the Lessor having access to the Asset from time to time in order to (a) undertake any repairs necessary to comply with the Lessor's obligations under the Lease Agreement; and (b) inspect the Asset to ensure that the Lessee has undertaken his/her Ordinary maintenance and repair obligations under the Transaction Documents and where the Lessee has not met such obligations, to undertake such repairs and maintenance at the Lessee's cost.
15. If the Asset or any part of the Asset is damaged or destroyed, I shall promptly (and in any event within fifteen (15) days of such damage or destruction), give notice to the Lessor of such Partial Loss or Total Loss.
16. If the Partial Loss is caused by the Lessee, the Lessee shall immediately reinstate the Asset to its original condition and continue to pay the Rental Payments in accordance with the provisions of the Lease Agreement.
17. If the Partial Loss is caused due to no misuse or negligence by the Lessee, the Lessee shall have the right to terminate the contract. The Lessor will be responsible for carrying out all Major

Maintenance and the Rental Payments will be reduced in proportion to the extent of the Partial Loss agreed between the Lessor and Lessee if the lessee wishes to continue with the contract.

18. If a Total Loss occurs:

- (a) the Lease will terminate; and
- (b) the Lessor will be entitled to all Takaful proceeds payable as a result of the Total Loss.

19. If the Total Loss was caused by misuse or negligence of the Lessee, the Lessee shall indemnify the Lessor in respect of any loss or liability suffered by the Lessor and not compensated for by any applicable Takaful proceeds. The Lessee shall not be obliged to pay any compensation or shortfall in the Takaful proceeds to the Lessor, where the Total Loss was not caused, or is not attributable to any act or failure to act, on the part of the Lessee.

20. The Lessor shall reserve the right to disclose any data about the Lessee (including personal and financial information but excluding any information that could be reasonably considered by the Lessor to be sensitive to the Lessee) with any third party and the Lessee, by signing the Lease Agreement, shall consent to any such disclosure.

DISCLAIMER

In case of any incorrect, incomplete or mismatch of information on this application form with the information provided on the certified copies of the original official documents, the information on the certified copies of the original official documents will be taken up and acted upon by Siraj Finance, without any reference to the customer, as true and accurate, and will supersede the information on the application for the purpose of obtaining Home Finance, and updating the Siraj Finance's official records.

DECLARATION

By signing and submitting this application, I/we apply to the Siraj Finance's terms and conditions for the Home Finance set out in this application.

In doing so I/we confirm that all the information furnished by me/us in this application is true, complete and accurate in all respects and that I/we have not wilfully withheld any material fact and will immediately inform Siraj Finance if there are any material changes to this information.

ACKNOWLEDGEMENT

- 1 I have read, understood, acknowledge and accept the Siraj Finance's General Terms available on its website www.sirajfinance.com, as amended from time to time.
- 2 I / We hereby acknowledge and confirm that the product Terms & Conditions have been read, understood, signed and a copy received by me.
- 3 I acknowledge receiving the Key Fact Statement (KFS) and have also read and understood the KFS at the time of signing the application/offer document.
- 4 You are entitled to cancel the Finance within five (5) Business Days of signing this document ("**Cooling-off Period**") and Siraj Finance cannot process the requested Finance until this period

expires and you may need to resubmit this document. You should take time to consider the Finance, but you do have the right to waive the Cooling-off Period by ticking the box below.

☐ I agree to waive my right to a “cooling off” period of five (5) Business Days, so that my financing can be immediately processed and understand that by waiving the cooling-off period the terms and conditions of the Finance will be immediately binding on me/us.

- 5 I understand and agree that Siraj Finance will determine, using their internal policies and systems, my ability to afford this credit facility, given the information I have provided on my income, financial obligations, personal details, in this application form, bank account statements, etc., and that which Siraj Finance itself obtains from the Al Etihad Credit Bureau (AECB)/ other credit/service providers and/or government agencies.

Applicant Name:	
EID No.:	
Date:	
Signature:	