

Auto Finance Application (Murabaha)

Date: ^{DD} ^{MM} ^{YYYY}

Note: Please complete in BLOCK letters and sign in the appropriate space.

PERSONAL DETAILS

CIF Number: _____ Customer Name: _____

Marital Status: Single Married Others: _____ No. of Dependents: _____

Education Status: Undergraduate Graduate Post Graduate & above Others: _____

Residence Status: Owned Rented Living with Parents Employer Provider Others: _____

FINANCE DETAILS

Vehicle Cost: _____ Hamish Jiddiyah (RO): _____

Finance Amount: _____ Profit Rate (%): _____ No. of Instalment(s): _____

Monthly Payments (tentative): _____ Processing Fee: _____

Monthly Income/Salary: _____ Salary Day _____ of each month

Payment Method: Standing Instructions (SI) Post-Dated Cheques

If SI, Account No.:

Salary Transfer to Bank Nizwa: Yes No

VEHICLE INFORMATION

Manufacturer: _____ Registration No.: _____

Model: _____ Car Mileage: _____

Type: _____ Proposed Date of Delivery: _____

New Used Dealer/Seller's Name: _____

Colour: _____ Dealer/Seller's Phone Number: _____

Year of Make: _____ Dealer/Seller's Fax Number: _____

Chassis No.: _____ Dealer/Seller's Address: _____

Engine No.: _____

BANKING RELATIONSHIPS

| Bank Name | Account Number | Type of Account | Relationship Since (MM/YYYY) |
|-----------|----------------|-----------------|------------------------------|
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| Type of Liability | Bank | Amount Outstanding | Monthly Payment |
|--|------|--------------------|-----------------|
| Personal Finance | | | |
| Auto Finance | | | |
| Credit Card | | | |
| Home Finance | | | |
| Other Liability (including 3rd Party Guarantees) | | | |
| Total | | | |

REFERENCE**In Oman**

Name: _____
 Relationship: _____
 Employer: _____
 Address: _____

 Office Tel.: _____
 Mobile: _____

In Home Country (For Expatriates/GCC Nationals)

Name: _____
 Relationship: _____
 Employer: _____
 Address: _____

 Office Tel.: _____
 Mobile: _____

PROMISE TO PURCHASE

1. The Applicant requests the Bank to purchase the vehicle for onward sale to the Applicant and once the Bank notifies the Applicant that it has become the owner of the Vehicle, the Applicant hereby irrevocably and unconditionally undertakes to purchase the vehicle from the Bank in the Applicant's own name in accordance with the terms of the Murabaha Financing Agreement.
2. The Applicant's payment and other obligations under the Murabaha Financing Agreement will be secured by a Mortgage to be granted by the Applicant to the Bank, and other securities as needed.
3. The Bank is not under any obligation to purchase the Vehicle if the Applicant fails to fulfill all the conditions precedent to the Murabaha Financing Agreement or defaults on any of the Applicant's further obligation thereunder.
4. Any deposit paid by the Applicant to the Bank or any of its agents shall serve as a security (Hamish Jiddiyah) to secure the Applicant's promise to purchase the Vehicle and, in the event of the Applicant breaching this promise, the Bank shall be authorised to sell the Vehicle and to set off against its actual losses between the cost price of the Vehicle and the subsequent sales proceeds thereof. Following such deduction from the deposit, the Bank shall refund the balance of the deposit to the Applicant, if any, and conversely, the Applicant shall be liable for any shortfall between the deposit amount and the Bank's actual losses in this regard.
5. Terms used in this Promise to Purchase shall have the same meaning as given to those terms in the Murabaha Financing Agreement.

CONSENT & DECLARATION

1. I/We agree that the information given above is true and complete, and that I/We have read and understood the Bank's General Terms and Conditions for the operation of Accounts and Electronic Banking Services and those applicable specifically to the type of account/financing chosen by me/us, I/We understand and expressly agree and accept to be bound by them whether set out in English and/or Arabic, I/We confirm that all expected inward remittances to my/our account(s) will comply with the stipulations of the Central Bank of Oman.
2. I hereby irrevocably and unconditionally undertake to do the following;
 - a. In case finance is requested based on Salary transfer and End of service benefit
 - i. Continue to transfer my salary on a monthly basis directly from my employer to my account number (the "Bank Account") held with Bank Nizwa ("The Bank") until all moneys owed by me to the Bank are fully paid; and
 - ii. Inform the Bank immediately on termination of my present employment & provide the Bank with a new Salary Transfer Letter in the event that I am no longer employed by my current employer no later than 5 business days from the date I resume work with a new employer and further undertake to continue to transfer my salary on a monthly basis directly from my new employer to Bank Account held with the Bank until all moneys owed by me to the Bank are fully paid; and
 - b. In case finance is requested based on Post-Dated Cheques
 - i. Continue to fund my account (the "Account") which is used to issue the cheques for the monthly repayment.
 - ii. Provide the Bank with new Post Dated Cheques in case I close out the Account before the closure of the financing with the Bank.
 - c. Pay off, prior to or upon any of the below events occurring, all moneys owed by me to the Bank in the event that:
 - i. I cease to be a resident of the Sultanate of Oman; or
 - ii. I become resident overseas; or
 - iii. I become employed by a company who will not transfer my salary directly to the Bank Account as required by the Bank.
3. This undertaking shall be governed and construed pursuant to the laws of Sultanate of Oman and hereby irrevocably and unconditionally consent to the sole jurisdiction of the courts of Muscat, unless the Bank decides otherwise.
4. Furthermore, in the event that a judgment is entered against me in favour of the Bank in the courts of Muscat, I hereby irrevocably and unconditionally consent to the execution of such judgment.

Disclaimer:

I fully understand that the submission of required documents in support of my finance application does not mean automatic approval thereof. I shall be informed of Bank's decision regarding my finance application, without obligation on Bank's part to furnish reason for rejection.

Applicant's Name: _____

Signature: _____

Date: ^{DD} ^{MM} ^{YYYY}

FOR BANK USE ONLY

CIF No.: _____ Recommended by: _____

Branch: _____ Signature: _____

DSR/PBO Code: _____ Name: _____

DSR/PBO Name: _____

DSR/PBO Signature: _____

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Applicant's Name: _____

Signature: _____

Date: ^{DD} ^{MM} ^{YYYY}

FOR BANK USE ONLY

CIF No.: _____ Recommended by: _____
 Branch: _____ Signature: _____
 DSR/PBO Code: _____ Name: _____
 DSR/PBO Name: _____
 DSR/PBO Signature: _____

الاسم: _____

صلة القرابة: _____

جهة العمل: _____

العنوان: _____

رقم هاتف المكتب: _____

رقم الهاتف النقال: _____

تعهد بالشراء

1. يطلب مقدم الطلب من البنك شراء سيارة لبيعتها فيما بعد لمقدم الطلب وحينما يخطر البنك مقدم الطلب بأنه (البنك) قد اشترى السيارة يكون مقدم الطلب بموجب ذلك ملتزماً بصفة نهائية وبدون قيد أو شرط بشراء السيارة من البنك باسم مقدم الطلب شخصياً وفقاً لبنود عقد التمويل «المرابحة».
2. سيتم تأمين المبلغ المطلوب من مقدم الطلب والالتزامات الأخرى المترتبة بموجب عقد المرابحة بواسطة رهن يمنحه مقدم الطلب للبنك، بالإضافة إلى مصادر أخرى.
3. ليس هناك أي التزام على البنك بشراء السيارة إذا لم يستوف مقدم الطلب كافة الشروط السابقة لعقد المرابحة أو أهمل في تنفيذ أي التزام آخر متصوص عليه في العقد .
4. سيتم التعامل مع أي مبلغ يقوم مقدم الطلب بإداعه لدى البنك أو أي من وكلائه كضمان (هامش جدي) من مقدم الطلب بشراء السيارة، وفي حالة نكوث مقدم الطلب بتعهده، سيكون البنك مخولاً ببيع السيارة والتسوية مقابل خسائرها الفعلية بين سعر تكلفة السيارة والسعر الذي تم بيعها به لاحقاً. بعد خصم مثل هذه الخسارة من المبلغ المودع بواسطة مقدم الطلب يقوم البنك برد المبلغ المتبقي من المبلغ المودع إلى مقدم الطلب - إن وجد ، وعلى العكس ، يكون مقدم الطلب مسؤولاً عن أي نقص ينتج بين مبلغ الإيداع والخسائر الفعلية للبنك في هذا الشأن.
5. إن البنود المستخدمة في هذا التعهد بالشراء يجب أن تحمل نفس المعنى الذي تحمله تلك البنود الواردة في عقد التمويل «المرابحة».

الموافقة والإقرار

1. أوافق أنا/نوافق نحن بأن المعلومات الموضحة أعلاه هي صحيحة وكاملة ، وإنتني / إنا قد تسلمت/ تسلمنا بنود وشروط البنك العامة لعملية الحسابات والخدمات المصرفية الإلكترونية وتلك الشروط المعينة القابلة للتطبيق والخاصة بنوع الحساب/ التمويل الذي تم اختياره بواسطة إنتني أنا/ بواسطتنا نحن ، إنتني أدرك/إنا نترك ونوافق بوضوح ونقبل أن نكون مقيدين بها سواء وردت باللغة الإنجليزية و/ أو باللغة العربية ، إنتني أوافق / إنا نسقمو بالتأكيد على أن كافة التحويلات المالية المتوقعة المحولة من الخارج لحسابي/ لحسابنا ستكون مطابقة لشروط البنك المركزي العُماني.
2. بهذا التزم نهائياً وبدون شرط أو قيد بالقيام بالآتي:

أ- في حالة إذا كان طلب الشراء يعتمد على تحويل الراتب ومكافأة نهاية الخدمة:

- 1) استمر في تحويل راتبي شهرياً ومباشرة من صاحب العمل إلى رقم حسابي (حساب البنك) المحتفظ به لدى بنك نزومي (البنك) إلى أن يتم تسديد كافة الأموال المستحقة للبنك، و
- 2) أقوم بإعلام البنك مباشرة اذا تركت عملي الحالي أو تقاعدت و أقوم بتزويد البنك برسالة تحويل راتب جديدة في موعد أقصاه خمسة أيام عمل من تاريخ استئنافي للعمل لدى صاحب عمل جديد، وأقوم بتعزيز الالتزام بالاستمرار في تحويل راتبي شهرياً ومباشرة من صاحب العمل الجديد إلى حساب البنك المحتفظ به لدى البنك إلى أن يتم تسديد كافة الأموال المستحقة للبنك، و في كل الاحوال لا يعتبر ترك العمل سبباً مشروعاً يؤدي إلى إخلالي بسداد الأقساط في موعدها.

ب- في حالة إذا كان قد تم طلب الشراء على أساس تقديم شيكات مؤجلة:

1) الاستمرار في إيداع الأموال في حسابي (الحساب) والمستخدم في إصدار الشيكات للدفعات الشهرية.

2) تزويد البنك بشيكات مؤجلة جديدة في حالة قيامي بإغلاق الحساب قبل انتهاء أجل التمويل لدى البنك.

ج- وذلك قبل أو عند وقوع أي من الأحداث أدناه، جميع الأموال المدين بها للبنك في حالة حدوث ما يلي :

1) لم أعد أقيم في سلطنة عُمان، أو

2) الإقامة خارج السلطنة

3) إنتني التحقت بالعمل في شركة لا تقوم بتحويل راتبي مباشرة إلى حساب البنك كما يطلب البنك.

3. ويخضع هذا التعهد ويتم تفسيره بمقتضى قوانين سلطنة عُمان وبموجب هذا تم القبول نهائياً وبدون قيد أو شرط بالالتزام قضائياً إلى محاكم السلطنة، الا اذا ارتأى البنك غير ذلك.

4. وعلاوة على ذلك، إذا تم إثبات حكم قضائي ضدي لصالح البنك، اقر هنا بقبولني نهائياً وبدون قيد أو شرط بتنفيذ هذا الحكم.

إخلاء المسؤولية

أقر بأنني على علم تام بأن تقديم المستندات المطلوبة مع استمارة طلب التمويل لا تعني موافقة البنك تلقائياً على قبول الطلب. وسيقوم البنك بإبلاغني بقراره النهائي بخصوص طلب التمويل لاحقاً، علماً أن البنك ليس ملزماً بإيداع الأسباب في حالة عدم الموافقة على الطلب.

اسم العميل: _____ التوقيع: _____

التاريخ:

لاستخدام البنك فقط

رقم العميل: _____ توصية من: _____

الفرع: _____ التوقيع: _____

رمز DSR/PBO: _____ الاسم: _____

اسم DSR/PBO: _____

توقيع DSR/PBO: _____