



**D. NOMINATIONS**

NOMINEE/S (REV / MR / MRS / MISS)

NAME .....  %  
 NIC / PP NO .....  
 ADDRESS .....

NOMINEE/S (REV / MR / MRS / MISS)

NAME .....  %  
 NIC / PP NO .....  
 ADDRESS .....

**NOMINEE IN TERMS OF SECTION 544 (1) (D) OF THE CIVIL PROCEDURE CODE AMENDMENT) ACT NO. 14 OF 1993**

All items above and the terms & conditions stated overleaf have been read & explained to me / us. ඉහත කරුණු සහ පසුපසින් සඳහන් කොන්දේසි කිහිපයක් තෝරා දුන් පසුව මම / අපි මෙහි අත්සන් කරන ලදී.

1..... 2..... 3.....  
 Signature / s of depositor / s

**INSTRUCTIONS TO THE CASHIER ONLY**

<b>FOR OFFICE USE ONLY</b>				SPECIAL REMARKS
CASH <input type="checkbox"/>	CHEQUE <input type="checkbox"/>	ME CODE <input type="text"/>		
RECEIPT NO. <input type="text"/>		CREATED BY <input type="text"/>		
CHEQUE REALIZATION DATE <input type="text"/>		CHECKED & AUTHORIZED BY 1. <input type="text"/> 2. <input type="text"/>		
		AUTHORIZED OFFICER / BRANCH ACCOUNTANT / BRANCH HEAD OVER THE BRANCH STAMP		

**TERMS AND CONDITIONS**

**1. Wakala Investment**

Wakala Investment may be made in the name of one person or more than one person jointly and severally, and made repayable individually / jointly to the survivors or the nominee(s) in the application, in the event of death of the investors(s).  
 The Muwakkil/ Investor agrees to the terms and conditions of the Wakala Investment Agreement forming part and parcel here of entered into with the Wakeel.

**2. Renewals**

If no notice of withdrawal is received in writing 2 days prior to the maturity, such Wakala Investment will be automatically renewed for the same period and treated as a fresh Wakala Investment subject to the terms & conditions prevailing at the time of such renewal. For which a renewal notice shall be sent by the Wakeel to the Muwakkil.

**3. General**

- A Wakala Investment Certificate will be issued in acceptance of the Wakala Investment Amount. In the event of death, the Wakala Investment Amount (s) proceeds will be paid to the nominee(s) or Heirs, Executors, Administrators and / or assigns as applicable. Wakala Investment Certificates are not transferable by endorsement. In the event of withdrawal prematurely / at maturity, the Investor or in the case of joint Investment(s) any one of the signatories may obtain proceeds, unless Instructions to the contrary are given.
- Where a nomination has been made on a joint Wakala Investment such nomination shall be null and void if any one of the Investor's survives at maturity.
- At the request of the Investor (s) the company may remit the Muwakkil's Anticipated Profit / Wakala Investment Amount as per the instructions received from the Investor and in such event the Investor (s) hereby undertakes to indemnify the company against any loss, expense or other detriment that may arise resulting from such remittance as directed by the investor (s).
- In instance of Wakala Investments made by cheque, the Wakala Investment Certificate will be issued, subject to realization of the cheque. All cheques must be drawn in favour of "LOLC Finance PLC" and crossed "PAYEES ACCOUNT ONLY"
- Wakala Investment Certificate will be signed by two authorized officers of the Wakeel.
- Strict secrecy is observed with regard to all Wakala Investments.
- The company reserves the right to
  - Restrict the amount of each Wakala Investment
  - Accept or reject any offer for an Wakala Investment.
  - Refund a Wakala Investment after giving due notice of not less than ONE MONTH
  - Make any changes in the terms of Wakala Investment, if so required by government or occasioned by government Monetary or Fiscal policy after giving due notice to the Investor
  - Recover any statutory levies if any that may be imposed by the State from time to time.
  - The Wakala Investment shall be managed by the Muwakkil as per the terms and conditions contained herein and in the Wakala Investment Agreement.

**4. Anti Money Laundering and Environmental Declaration**

I/We hereby declare and confirm that all the money that I / we use for the purpose or this facility / deposit is earned or received by me / us through legitimate sources and is not derived or realized; directly or indirectly, from any unlawful activity or from the proceeds of any unlawful activity. I / We also declare and confirm that any money that I / we will be using in the future to make any payments in terms of this agreement including the rentals, capital and/or profit shall be money earned or received by me / us through legitimate sources and shall not be money derived or realized, directly or indirectly from any unlawful activity or from the proceeds of any unlawful activity. I / We also wish to confirm that any money received or earned by me in terms of this agreement shall only be used for legitimate purposes and shall not be used for any unlawful activity. (The words unlawful activity shall have the same meaning as defined in the prevention of Money Laundering Act. No.05 of 2006.)

I/We wish to also confirm that all my/our sources of income are generated through activity which are conducted in compliance with the environmental laws, rules and regulations which are in force in the country and will ensure that all payments that I/we make including rentals, capital, profit, fees or any Investments made in terms of this agreement now as well as in the future shall be from income generated sources which involve activity which are in compliance with the above laws rules and regulations.

This Wakala Investment Agreement is made by and between the **"Muwakkil OR Investor"** specified under **Item A** in the Wakala Investment Application Form hereto, and shall mean and include its, executors, administrators, successors and permitted assigns of the One Part;

AND

**LOLC FINANCE PLC.** a company duly incorporated under the laws of Sri Lanka bearing business registration No. P B 244 PQ and having its registered office at No. 100/1 Sri Jayawardanepura Mawatha Rajagiriya. (Herein after referred to as the **"Wakeel OR Fund Manager"** which expression shall, where the context so permits, mean and include its successors-in-interest and assigns), of the Other Part;

(The above said parties shall individually be referred to as a "Party" and collectively as the "Parties")

It is hereby agreed as follows:

The "Wakeel" operates its Islamic Financing Business from its Islamic Business Unit at No. 100/1 Sri Jayawardanepura Mawatha Rajagiriya and the "Muwakkil" hereby appoints the "Wakeel" to act as its agent and to invest its funds in Legitimate business transactions pursuant to the terms and conditions set out in this Wakala Investment Agreement.

#### **Investment terms and conditions**

1. The Muwakkil shall tender an offer by way of an application to the Wakeel to invest in its treasury pool which **Wakala Investment Application Form** shall form part and parcel of this Wakala Investment Agreement.
2. In acceptance of the Muwakkil's offer the Wakeel shall enter into this Wakala Investment Agreement with the Muwakkil.
3. The amount to be invested in relation to this Wakala Investment Agreement shall be the **"Wakala Investment Amount"** stated under **Item B** in the Wakala Investment Application Form hereto. The Wakala Investment Amount shall be invested by Muwakkil in the Wakeel's Treasury pool to be utilized in Legitimate business transaction.
4. **The "Muwakkil's Anticipated Profit"** to be earned by the Muwakkil on this Wakala Investment Amount at the maturity of the period of investment shall be the profit as provided under **Item B** in the Wakala Investment Application Form.
5. The **"Profit Payment Mode"** shall be as provided in the Wakala Investment Application form.
6. The **"Muwakkil's Anticipated Profit Rate"** shall be the rate on which profit is anticipated to be generated by the Wakeel in relation to this Wakala Investment Agreement as provided under **Item B** in the Wakala Investment Application Form hereto. Any subsequent changes to the said Muwakkil's Anticipated Profit Rate and the Applicable Profit may be notified to the Muwakkil by a renewal notice issued on maturity.
7. The date on which the Wakala Investment Amount is received by the Wakeel, in relation to this Wakala Investment Agreement shall be the **"Investment Date"** specified on the **Wakala Investment Certificate** issued by the Wakeel.
8. This Wakala Investment Amount shall mature on the **"Maturity Date"** as specified on the Wakala Investment Certificate and thereafter in the event the Muwakkil wishes to continue the Wakala Investment with the Wakeel the applicable re-investment terms and conditions shall be confirmed by way of a renewal notice sent at the end of each subsequent maturity date until withdrawal and the said renewal notices shall form part and parcel of this Wakala Investment Agreement.
9. The Muwakkil agrees that the Wakala Investment Amount and the Muwakkil's Anticipated Profit to be received on the Maturity Date of this Wakala Investment shall be subject to the profits and losses of the Investment for which the Wakala Investment Amount shall be utilized by the Wakeel on behalf of the Muwakkil.
10. The Muwakkil shall pay to the Wakeel for service rendered hereunder, a **"Wakala Fee"** as provided under **Item B** in the Wakala Investment Application Form to be recovered from the Muwakkil's Anticipated Profit.
11. The activities related to business operations of the Alternate Financial services unit of LOLC FINANCE PLC, shall be guided and supervised by its **"Shari'ah Supervisory Board (SSB)"**.
12. The Muwakkil as principal shall bear all Investment risks associated with the acts of the Wakeel as agent for Muwakkil except those risks resulting from the Wakeel's willful misconduct or gross negligence.
13. The Wakeel shall at the request of the Muwakkil submit to the Muwakkil published accounts evidencing the investments carried out by the Wakeel pursuant to this Wakala Investment Agreement after completion thereof.
14. The maturity proceeds shall be subject to automatic renewal for the same period at the Anticipated Profit Rate determined by the Wakeel, unless the Muwakkil has communicated its intention to withdraw the maturity proceeds on the date of maturity. Such intention shall be communicated 7 (seven) business days prior to the date of maturity.

Each party represents and warrants to the other that:

- (i) It has the legal capacity to enter into this Wakala Investment Agreement and the Wakala Investment contemplated hereunder;
- (ii) The execution by it of this Wakala Investment Agreement has been duly authorized and executed;
- (iii) This Wakala Investment Agreement and each Wakala Investment contemplated hereunder will be binding and enforceable upon it and will not violate the terms of any other agreement to which it is a party; and
- (iv) It has and will at all times maintain all authorizations, approvals, licenses and consents required to enable it to lawfully to perform its obligations under this Wakala Investment Agreement.
15. This Wakala Investment Agreement is governed by and shall be construed in accordance with the applicable laws of Sri Lanka. The Wakeel being a registered Finance Company shall conduct, this transaction in accordance with the legal provisions applicable to the Finance Companies, its subsequent amendments, and the Directions, Rules, Determinations, Notices and guidelines issued thereto from time to time by the Central Bank of Sri Lanka.

16. A notice shall be deemed to have been given when received. Any notice received on a day, which is not a Business Day for the Addressee, shall be deemed to have been served at its opening on the next succeeding Business Day.
17. This Wakala Investment Agreement will be effective from the date stated in the Wakala Investment Application Form and shall continue until terminated by either party on any date of maturity or on withdrawal of the Wakala Investment Amount which ever may occur first. Any termination shall be without prejudice to the rights and obligations of either party outstanding prior to the date of termination. The conditions of this Wakala Investment Agreement shall remain applicable until such obligations on the part of either party is duly satisfied.
18. Withdrawal of the Wakala Investment Amount prior to maturity is possible and may be allowed on mutual agreement between Wakeel and Muwakkil, Subject to notice of three (3) working days.
19. In the event of a premature withdrawal, the Muwakkil's Anticipated Profit will be calculated only on the actual period of investment completed as per the relevant Anticipated Profit Rate or as per directions issued time to time by the regulator. Any over payment of Anticipated Profit resulting from a pre-mature withdrawal will be adjusted from the accumulated Muwakkil's Anticipated Profit as at such date of the respective Wakala Investment or may be recovered from the Wakala Investment Amount invested.
20. Any Loss that may arise from and out of this investment shall be borne solely by the Muwakkil unless it is proven that the loss is due to the negligence, willful misconduct and or breach of any terms and conditions of this Wakala Investment Agreement by Wakeel.
21. Wakala Investment Amount must remain for a minimum period of One Calendar Month from the date of investment in order to qualify for the Muwakkil's Anticipated Profit Rate.
22. The Wakeel should utilize the Wakala Investment Amount provided by the Muwakkil only for the purposes of legitimate business activities done during its normal course of business.
23. The Wakeel undertakes to pay the Muwakkil's Anticipated Profit and Wakala Investment Amount as agreed at the due dates as instructed by the Muwakkil.
24. The parties agree that any Profit generated in excess of the Muwakkil's Anticipated Profit will be the entitlement of the Wakeel as an incentive.
25. The Wakala Investment Amount must remain with the Wakeel until the date of maturity in order to qualify for the Muwakkil's Anticipated Profit.
26. The Wakeel shall be fully authorized to deduct/withhold any duties, taxes, levies in any form as required under any applicable rules/laws in force or imposed by the state from time to time, without reference to the Muwakkil.
27. All matters provided or not provided for in this Wakala Investment Agreement, will be conducted strictly within the existing regulatory framework applicable to the Registered Finance Companies and funds mobilized will be considered as Deposits for the Finance Companies (Liquid Assets) Direction No.04 of 2013, Finance Companies (Capital Funds) Direction No.01 of 2003, Finance Company (Deposit) Direction No.01 of 2005, Finance Company (Deposit-Incentive Schemes) Direction No.05 of 2001 and the Finance Company (Interest) Direction No.02 of 2016 and any other future regulations and directions.

IN WITNESS WHEREOF the parties to this Wakala Investment Agreement have caused this Agreement to be duly executed on the date and year first aforementioned.

Signed for and on behalf of the **Muwakkil /Investor** )  
by its authorized signatories )

1. Signature of the Muwakkil / Investor .....
2. Signature of the Muwakkil / Investor .....
3. Signature of the Muwakkil / Investor .....

For and on behalf of the Wakeel / Fund Manager .....

Witnesses

Signature 1 .....

2 .....

Name .....

NIC No. ....

Address .....

**LOLC FINANCE PLC**

Company Registration No: PB 244 PQ

No. 100/1, Sri Jayawardenepura Mawatha, Rajagiriya, Sri Lanka.

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