



MUSLIM COMMUNITY CENTER  
- CHARLOTTE -



*O you who have believed, when you contract a debt for a specified term, write it down. And let a scribe write [it] between you in justice. Let no scribe refuse to write as Allah has taught him. So let him write and let the one who has the obligation dictate. And let him fear Allah, his Lord, and not leave anything out of it. But if the one who has the obligation is of limited understanding or weak or unable to dictate himself, then let his guardian dictate in justice. And bring to witness two witnesses from among your men. And if there are not two men [available], then a man and two women from those whom you accept as witnesses - so that if one of the women errs, then the other can remind her. And let not the witnesses refuse when they are called upon. And do not be [too] weary to write it, whether it is small or large, for its [specified] term. That is more just in the sight of Allah and stronger as evidence and more likely to prevent doubt between you, except when it is an immediate transaction which you conduct among yourselves. For [then] there is no blame upon you if you do not write it. And take witnesses when you conclude a contract. Let no scribe be harmed or any witness. For if you do so, indeed, it is [grave] disobedience in you. And fear Allah. And Allah teaches you. And Allah is Knowing of all things. (The Holy Quran, Surah Barqrah – 2:282)*

## **Karz-E-Hasana Loan Agreement**



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This agreement entered into the 26th day of October, 2016, (herein referred to as "Agreement"), by and between Muslim Community Center of Charlotte, whose address is 4301 Shamrock drive, Charlotte, NC 28215, whose Employer Identification Number (EIN) is 46-5633873 (herein referred to as the "Borrower") and \_\_\_\_\_, whose address is \_\_\_\_\_

\_\_\_\_\_ (herein referred to as "Lender" with respect to the following:

Whereas the Borrower is building a Mosque at 3124 Johnston Oehler Rd, Charlotte NC 28269 on land owned by the Borrower with a clean and clear title, Whereas the Borrower is requesting for a loan to completion of the project with a start date no later than November 15th, 2016,

Now, therefore both parties agree to the following conditions;

1. Loan. Subject to and in accordance with this agreement, its terms, conditions and covenants, the Lender agrees to lend the Borrower on 26<sup>th</sup> day of October 2016 the sum of US \$\_\_\_\_\_ ( \_\_\_\_\_ Thousand US Dollar) (the "Loan").
2. Interest. Both parties have agreed that the Loan **shall not** bear any interest.
3. Payment. Payment shall be made with the terms as mentioned below. The Note may, at any time, and from time to time, be paid or prepaid in whole or in part without premium or penalty.
  - a) The Borrower promises to pay to the Lender the sum of Borrowed Amount before April 30, 2018
  - b) Profit of 10% shall be payable to the lender as an optional term. In this case borrower will be presented with a 1099 which showed capital gain. Lender shall have rights to deny the profit and donate it back to MCC.

4. Representations and Warranties.

a) The Lender represents and warrants:

- i Receipt of a University Islamic Financial (UIF) or Devon Bank (DB) financing commitment represents a possible source of repayment of this financing and does not bind UIF or DB as a party to the agreement between the Borrower and Lender on this note;
- ii providing a current and legible copy of a US driver's licenses and a social security number;
- iii providing a copy of the Loan proceeds check

b) The Borrower represent and warrants:

- i that the execution, delivery and performance of this agreement and the Note have been duly authorized and are proper;



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- ii that there will be no material adverse changes in the financial condition of the Borrower at the time of the Loan Date;
  - iii there are no material, unrealized or anticipated losses from any present commitment of the Borrower;
  - iv that the Borrower will advise the Lender of material adverse changes which may occur at any time prior to the Loan Date and thereafter to the date of final payment. The Borrower represent and warrants that such representations and warranties shall be deemed to be continuing representations and warranties during the entire life of this agreement;
5. Events of Default. The Borrower shall be in default:
- a) If any payment due hereunder is not made within ninety (90) days of the date due;
  - b) In the event of assignment by the Borrower for the benefit of creditors;
  - c) Upon the filing of any voluntary or involuntary petition of bankruptcy by or against the Borrower;
  - d) If the borrower has breached any representation or warranty specified in this agreement

In the event of Default, the entire note of unpaid amount shall become immediately due and payable at the option of the Lender without the need of any additional notice to the Borrower. If the Lender prevails in a lawsuit to collect this note, the Borrower agrees to pay the Lenders court costs and attorney's fees in any amount the court finds reasonable.

7. Governing Law. This agreement and the Note shall be governed by, construed and enforced in accordance with the laws of the State of North Carolina and both parties agree to submit to the exclusive jurisdiction of the State of State of North Carolina.



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In witness whereof, the parties hereto have executed this agreement as of the date first documented above.

Lender

Borrower

Signature \_\_\_\_\_  
Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: Mohammad Banawan  
Title: Trustee, MCC Charlotte

Lender

Borrower

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title:

Signature: \_\_\_\_\_  
Name: Mustafa Mohammad  
Title: President, MCC Charlotte