

## SHORT FORM IJARAH (LEASE) AGREEMENT

Contract No. \_\_\_\_\_

This Agreement shall be attached to and form an integral part of Ijarah (Lease) Agreement made at \_\_\_\_\_ on \_\_\_\_\_ between M/s. \_\_\_\_\_ and \_\_\_\_\_ Modaraba (hereinafter referred to as "Master Ijarah (Lease) Agreement").

IJARAH (LEASE) AGREEMENT OF NEW MOTOR VEHICLE(S) FOR AN AMOUNT OF RS. \_\_\_\_\_/-

THIS IJARAH (LEASE) AGREEMENT ("Agreement") is made at Karachi on this the \_\_\_\_\_ day of \_\_\_\_\_.

### BETWEEN

1. M/s. \_\_\_\_\_, a company registered under the laws of Pakistan and having its registered offices at Office # \_\_\_\_\_ (hereinafter referred to as the "**Lessee**", which expression shall, where the context so admits, be deemed to mean and include the Lessee's successors-in-interest and permitted assigns); **of the One Part.**

### AND

2. \_\_\_\_\_ **MODARABA** (mention complete name of Modaraba), a modaraba floated under the Modaraba Companies and Modarabas (Floatation and Control) Ordinance 1980 ("Ordinance") (hereinafter referred to as the "**Lessor**", which expression shall, where the context so admits, be deemed to mean and include the Modaraba's successors-in-interest and assigns) acting through \_\_\_\_\_ (mention the name of Modaraba company), a company incorporated under the Companies Act 1913 and registered as a Modaraba Company under the aforesaid Ordinance and having its registered office at \_\_\_\_\_, (hereinafter referred to as the "Company", which expression shall, where the context so admits, be deemed to mean and include its successors-in-interest and assigns), **of the Other Part;**

**A. WHEREAS**, the Company has floated the \_\_\_\_\_ Modaraba (LESSOR) as a multipurpose and perpetual Modaraba and is the sole and exclusive manager thereof;

**B. AND WHEREAS**, one of the approved businesses of the Modaraba is the business of Leasing;

**C. AND WHEREAS** the parties have already executed a Ijarah (lease) agreement dated \_\_\_\_\_(herein after referred to as the Master Ijarah (Lease) Agreement) whereby the Modaraba has provided on lease, the motor vehicles as per schedule of the said agreement.

**D. AND WHEREAS**, the Lessee is desirous of taking on Lease from the Lessor further motor Vehicle(s) and accessories described in Part I of the Schedule hereto attached (hereinafter referred to as the "Vehicle(s)") and the Lessor has agreed to provide the Vehicle(s) to the Lessee on Lease;

**E. AND WHEREAS**, for the purpose aforesaid, by a purchase agency letter (hereinafter referred to as the "**Agency Letter**"), the Lessor has appointed the Lessee as its agent to order, purchase, inspect and receive delivery of the Vehicle(s).

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained the Parties hereto agree as follows:

**1. INTERPRETATION**

The capitalized terms (unless specifically defined herein) shall bear the same meanings as have been ascribed to them in the Master Ijarah (Lease) Agreement.

**2. LEASE**

The Lessor hereby agrees to Lease and the Lessee hereby agrees to take on Lease, the Vehicle(s) for the Lease Period, mutatis mutandis, on the same terms and conditions as are contained in the Master Ijarah (Lease) Agreement.

**3. LEASE RENTAL(S)**

The Lessee shall pay to the Lessor the lease rentals specified in Part II of the Schedule hereto attached.

**4. LEASE PERIOD**

The Period of this Lease shall be as specified in Part III of the Schedule hereto attached.

**5. SECURITY**

The Lessee shall furnish to the Lessor with such security in such amounts as is specified in Part IV of the Schedule hereto attached. The security so furnished shall be governed, mutatis mutandis, by the provisions of Master Ijarah (Lease) Agreement.

**6. CHANGE IN OWNERSHIP OF MAJORITIY OWNERSHIP/SHAREHOLDING OF THE LESSEE**

No change shall be made in the majority ownership/shareholding and/or senior management of the Lessee without the prior consent in writing of the Lessor. The Lessee shall immediately inform the Lessor upon becoming aware of any divestiture of ownership/shareholding by the majority shareholders and shall ensure that the written consent of the Lessor is obtained by the majority shareholders of the Lessee prior to any divestiture of their ownership/shareholding.

**7. GENERAL**

This agreement may be amended or any term or condition waived only in writing executed by persons duly authorized, provided that no term or condition which has the effect of materiality altering the agreement or which is otherwise repugnant to *Shariah* shall be added, deleted or waived.

All other terms and conditions of the Master Ijarah (Lease) Agreement shall be the integral part of this agreement.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first above written.

<p>Signed and delivered for and on behalf of _____ <b>MODARABA</b></p> <p>Mr. _____ of _____, The <b>Managers</b> of _____ <b>MODARABA</b></p> <p><b>Witnesses:</b></p> <p>1. Name: _____</p> <p>N.I.C # _____</p>	<p>Signed and delivered for and on behalf of <b>ABCD.....Ltd.</b></p> <p>Mr. _____ of _____ _____</p> <p><b>Witnesses:</b></p> <p>1. Name: _____</p> <p>N.I.C # _____</p>
--	---

<p>Address: _____</p> <p>_____</p> <p>Signature: _____</p> <p>2. Name: _____</p> <p>N.I.C # _____</p> <p>Address: _____</p> <p>_____</p> <p>Signature: _____</p>	<p>Address: _____</p> <p>_____</p> <p>Signature: _____</p> <p>2. Name: _____</p> <p>N.I.C # _____</p> <p>Address: _____</p> <p>_____</p> <p>Signature: _____</p>
--	--

## SCHEDULE

### PART I

This Schedule shall be attached to and forms an integral part of the Agreement between the Lessor and Lessee dated \_\_\_\_\_.

VEHICLE NO.	
Registration No	
Vehicle Make	
Model	
Engine No	
Chassis No	
Color	

### PART II

\_\_\_\_\_ Rental(s) of Rs. \_\_\_\_\_/- per quarter/month payable in arrear.

IRR                      Base Rate + \_\_\_\_\_.

The base rate is defined as six-months KIBOR prevailing 5 days before the start of the quarterly period of the lease for which the rental is being computed.

The KIBOR rates used for reference will be taken from Reuters page "KIBR" as published at 11:30 am PST by the Financial Market Association. For the purpose of this facility the daily average of the "6 month Ask" rate will be used. In the event that this rate is not published on Reuters on the rate fixing date, the same would be replaced with a relevant rate of similar nature or an alternate basis would be agreed upon for determining the Base Rate.

In case the 6-month KIBOR ceases to be a representative benchmark rate for the same 6 month maturity as deemed appropriate by the Lessor.

Rental amount \*Rental amount will be fixed 5 days before the start of each quarterly - period of the lease according to the "IRR" as described.

Commencement date of Lease Rentals: \_\_\_\_\_

### **PART III**

Term \_\_\_\_\_ years Starting:- \_\_\_\_\_

Expiring:- \_\_\_\_\_ ("the  
Term")

### **PART IV**

Security deposit amount:- Rs. \_\_\_\_\_

### **PART V**

#### **Termination Schedule**

<b>Period</b>	<b>Amount</b>