

Leasing

We will buy the asset (vehicle, machine, equipment) you need. We will rent it to you so that you could enjoy the full usage of it. At the end of the agreed rental period we will gift the asset to you so that you could also enjoy the full ownership of it. This is our concept of Leasing.

Features & Benefits

- Product Concept : Ijara
- Competitive rentals
- Up to 100% of the value of the vehicle can be financed
- Rentals will be due only upon commencement of usage of the asset
- Rentals will be charged only if the asset is in working condition (Terms & Conditions Apply)

Documents Required

- National Identity Card (NIC)/ Passport / Driving License (DL) for individuals
- Business Registration Certificate for business entities
- Bank statements for the past 6 months
- Audited financials and tax returns of the past 3 years (if applicable)
- Proforma invoice / quotation for asset from the supplier or agent / valuation report
- Evidence of current salary (pay slips) or other earnings

Feedback and Complaints

Customers of the Bank are invited to provide their valuable feedback by submitting the 'Tell us about your service experience' form available at the branch or downloading the same from our website www.amanabank.lk.

You can also lodge complaints with regard to our products or services by either

1. Contacting the relevant branch manager
2. Emailing us about your complain to feedback@amana.lk
3. Contacting our hotline 011 7 756756
4. Submitting a message on our 'Contact Us' page of our website www.amanabank.lk.

Once the complaint is received we will acknowledge receipt and keep you informed of the action promptly taken.

**LEASE AGREEMENT
NO: FOR
MOVABLE PROPERTY**

THIS AGREEMENT is made by and between

AMANA BANK LIMITED a Company duly incorporated in Sri Lanka bearing Company Registration No. PB 3618 and having its registered office at No. 480, Galle Road, Colombo 3 and a branch office at (hereinafter called 'the Lessor' which expression shall where the context so admits include its successors and assigns) of the one part;

AND

.....
of
.....
(hereinafter called 'the Lessee' which expression shall where the context so admits include its successors and permitted assigns) of the other part.

The said Lessor and the said Lessee shall also hereinafter be individually referred to as 'Party' and jointly referred to as 'Parties'.

WHEREAS the Lessor makes investments in strict compliance with the principles of Sharia;

AND WHEREAS in strict compliance with the principles of Sharia, the Lessee has requested the Lessor to acquire certain property and lease the same to the Lessee and the Parties have mutually agreed to carry out such lease subject to the terms and conditions of this Lease Agreement.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the Parties as follows:

1.0 LEASE

1.01 The Lessor hereby agrees to lease to the Lessee and the Lessee hereby agrees to take on lease the said Leased Property hereinafter morefully described in the said Schedule A below, including all accessories attached thereto and including all alterations replacements and/or additions to such Leased Property that may be made during the subsistence of this Lease Agreement for the Lease Term (as hereinafter defined in Clause 2.01 below) subject to the terms, conditions, covenants and stipulations herein contained and in the Schedules hereto attached.

2.0 TERM OF LEASE AND RENTS

2.01 The duration of the lease hereby granted (hereinafter referred to as the 'Lease Term') is as set forth in Schedule 'A' hereto attached, subject to the terms and conditions hereof and shall start on the Commencement Date (as defined in Schedule A hereto) which shall be the date of physical delivery of the Leased Property to the Lessee as evidenced by a duly executed Acceptance Receipt in the form set out in Schedule B attached hereto and which shall be part and parcel hereof.

2.02 The rent payable by the Lessee hereunder with respect to the Leased Property shall be as set forth in Schedule 'A' hereto attached. For the entire Lease Term, the rents of Rs per month including the profit mark up at% per annum on the lease facility granted by the Lessor shall be payable in accordance with the schedule as hereinafter provided in Schedule 'A' hereto attached. The rent payable hereunder by the Lessee shall be paid regularly and punctually in the amounts specified in Schedule 'A' without any deduction or adjustments subject to the other provisions of this Clause 2.0.

2.03 If the Leased Property has been damaged due to no fault of the Lessee or in the event that the Lessee is unable to otherwise operate the Leased Property such as in the case of a Force Majeure Event (Clause 13.06) (which the Lessor shall determine in its absolute discretion),the Lessor may at its sole and absolute discretion provide consent in writing for an abatement in rent payable under Schedule A hereto, for a period which the Lessor considers reasonable in the following circumstances:
(a) In the event that the Lessor deems that the Leased Property may be repaired within a reasonable period; or
(b) The Lessor deems that the circumstances undermining the due operation of the Leased Property shall abate within a reasonable period.

Provided that all rentals due under this Lease Agreement shall become due upon expiry of the abatement period permitted by the Lessor, and the lease tenor will be deemed extended correspondingly.

2.04 In the event that the Lessor in its sole and absolute discretion is satisfied that the Leased Property has been rendered useless, destroyed or damaged beyond repair due to a proven manufacturing defect or due to a Force Majeure Event (Clause 13.06) from which the Lessee could not have reasonably saved the Leased Property then the Lessor may at its sole and absolute discretion allow termination of lease as a 'total loss' event. Provided that the Lessor deems that such uselessness, destruction or damage is not due to the negligence or misconduct of or any act or omission on the part of the Lessee or the Lessee's servants, agents, employees and contracts.

2.05 All rents, other costs and charges of any kind payable hereunder to the Lessor, shall be paid in Sri Lanka Rupees at the Lessor's office as provided in Clause 13.04 (Notice).

3.0 DELIVERY

The Lessee hereby agrees that upon acceptance of the Leased Property, the Lessee shall duly execute the Acceptance Receipt in the form provided under Schedule B hereunder confirming that the Leased Property is in good working order, condition and appearance and in all respects complete and satisfactory to the Lessee. Where the item/property which is specified in this Lease Agreement has not been delivered to the lessee at or before the time fixed under this Lease Agreement for its delivery or has been delivered after such time or where such item/property delivered does not conform to the terms, conditions, warranties, specifications in the supply agreement(if any) relating to such item/property , the Lessee may, subject to the provisions of Article 13 (2) of Finance Leasing Act , reject and return such item/property to the Lessor and terminate this Lease Agreement within a period of one week from the date in writing sent by registered post to the Lessor.

4.0 USE OF LEASED PROPERTY

- 4.01 The Lessee shall keep the Leased Property at the place specified in Schedule A hereto provided that in the event that the Leased Property is a vehicle, the Lessee shall be bound to maintain it in the place specified in the said Schedule A hereto, when not in use. The Lessee shall not remove, relocate, reinstall, use or operate the Leased Property to or in any other place without the prior written consent of the Lessor.
- 4.02 The Lessee hereby agrees and undertakes that:
- (a) the Lessee shall at all times store, house, use, maintain and operate the Leased Property carefully and prudently and strictly in conformity with industry standards and, where applicable, the instructions and directions of the manufacturers and/or suppliers thereof (including those relating to the environmental conditions, if any, under which the Leased Property is to be transported, stored, housed, used, maintained or operated), whether such instructions and directions are contained in the operational manuals relevant to such Leased Property or are otherwise provided with or before or after the delivery of the Leased Property by the manufacturer and/or suppliers thereof;
 - (b) the Leased Property shall be handled used and operated by suitably trained and experienced persons and shall not be handled, used or operated by persons deemed by the Lessor to be insufficiently trained and/or experienced;
 - (c) the Lessee shall not do or omit to do any act or thing by which the warranties and performance guaranties given by the suppliers and/or manufacturers of the Leased Property shall or may become invalidated or unenforceable, whether wholly or in part;
 - (d) the Leased Property shall be used for its normal and usual purpose for the business (in the event the Lessee is an entity such as a company or personal use of the Lessee and except with the prior written permission of the Lessor shall not be used for any other purpose whatsoever.
 - (e) the Lessee shall store, house, install, use maintain and operate the Leased Property in compliance with all relevant laws, rules, regulations, orders and directions, whether of the Governmental or of any Provincial Authority or of any Municipal or Local Authority or of any court, tribunal or other competent authority or officer;
 - (f) the Lessee shall not sell, transfer, assign or otherwise dispose of, or sub-lease, let for hire, loan, give on license, or part with the possession of, or in any way mortgage, hypothecate, pledge, charge or otherwise encumber, the Leased Property without the prior written consent of the Lessor.
 - (g) the Lessee shall not, without the prior written consent of the Lessor, make any alternation, addition, or improvement to the Leased Property or change the condition thereof; and all alterations, additions and improvements of whatsoever kind or nature made (including replacement or substitution of any part or component or accessory) shall become part of and an accretion to the Leased Property and shall belong to and be the property of the Lessor and shall be subject to the terms and conditions of this Lease Agreement.
- 4.03 Nothing contained in this Clause 4 shall derogate from the liability of the Lessee for any storage, handling, use, maintenance or operation of the Leased Property
- (a) in breach of any of the terms and conditions contained herein; or
 - (b) in a manner contrary to any provisions or requirements of the Insurance policy or policies which now cover or will thereafter during Lease Term (as defined in Clause 2.01 above) cover the Lessor's liability as owner of the Leased Property; or
 - (c) in contravention of any law, rule, regulation, order or direction, whether of the Governmental or any Provincial or Municipal or Local Authority or of any court, tribunal or other competent authority or officer.

The Lessee hereby agrees to hold the lessor indemnified and served harmless from and against all claims and demands made and all fines or penalties levied or imposed in respect of or arising out of the storage, handling, use, maintenance or operation of the Leased Property

5.0 MAINTENANCE OF LEASED PROPERTY

- 5.01 The Lessee agrees to maintain each item of the Leased Property in a reasonable condition and to the satisfaction of the Lessor. All maintenance work in respect thereof shall be carried out strictly in accordance with the maintenance manuals or other instructions and directions of the manufacturers and/or suppliers of the Leased Property, or where no such manuals instructions or directions are provided, in accordance with the best practices prevailing in the industry.
- 5.02 The Lessee agrees to be solely responsible for all maintenance and operating costs and expenses relating to the Leased Property which shall include but shall not be limited to fuel, oil and lubricants, repairs, replacement or components and/or parts, periodic and preventive maintenance and repair costs, maintenance of electrical circuits, switches, fuses and safety devices, and other costs and expenses, fees, licenses and charges incurred in connection with or in any way referable to the delivery, storage, handling, use and operation of the Leased Property and/or any part thereof.
- 5.03 The Lessee also agrees to be responsible for and forthwith to pay all fees, taxes, fines or penalties of every nature and kind whatsoever and by and to whosoever payable and relating to the transportation, storage, handling, use, maintenance and operation of the Leased Property, except the income tax and Zakath of the Lessor.
- 5.04 In the event of any maintenance or operation costs and expenses as aforesaid or fees, taxes, fines and penalties or any other charges not being paid by the Lessee as herein required, the Lessor may, but shall not be obligated to, pay such cost, expenses, fees, taxes, fines, penalties and charges and the Lessee shall forthwith upon demand reimburse the Lessor therefor.

6.0 INSURANCE COVER ON ACCIDENTS & INJURIES

- 6.01 The Leased property shall be comprehensively insured /covered by Takaful for the entire lease term for full replacement value.
- 6.02 The Lessee undertakes to keep the Lessor informed, well in time, of the termination of the Insurance cover on the Leased Property and renew/extend the Insurance cover from time to time, so as to cover the entire period of the Lease Term (as defined in Clause 2.01 above).
- 6.03 The Lessee hereby agrees that should the Insurance be obtained and / or renewed / extended by the Lessor. The cost of so doing will be reimbursed, forthwith, to the Lessor by the Lessee.

- 6.04 The Lessee, its agents and employees shall comply with all the terms and conditions of the said Insurance cover policy, including the immediate reporting of accidents or damage to the Lessor and the Insurance company and shall do all the things necessary or proper to protect or preserve the Leased Property in accordance with the relevant Insurance policy. The Lessee shall also provide all assistance to the Insurance company and the Lessor for a prompt settlement of any claim and shall take all such actions and steps as may be necessary in that regard.
- 6.05 The Lessee shall be responsible for accidents and injuries, whether fatal or otherwise and any damages and losses occurring to any person or property which may result from or be traceable to the storage, handling, use, maintenance or operation of the Leased Property by the Lessee, the Lessee's contractors, employees or agents, or any failure on the part of the Lessee to observe and perform any of the Lessee's obligations under this Lease Agreement or the instructions contained in the relevant manufacturers' and/or the suppliers' maintenance and/or operation manual/s or any other instructions of the manufacturers and/or suppliers and/or the Lessor.
- 6.06 The Lessee shall hold the Lessor indemnified and saved harmless from and against any and all costs, charges or expenses (including attorney's fees) in connection with any claim or demand for which the Lessee is responsible hereunder. If the Lessor shall have to pay any sum or sums of money in respect of any such claim or demand and incurs any costs, charges or expenses (including attorney's fees) in that connection, the full amount so incurred and paid by the Lessor shall be reimbursed by the Lessee to the Lessor in full upon demand.
- 6.07 In the event the Leased property being affixed to any land or building the Lessee shall ensure that all assessment rates / taxes in relation to such land and building are properly and punctually paid by the Lessee to the relevant Government or Provincial or Local authorities and that such buildings are properly valued and insured against any damages from fire, burglary....., flood, storms, terrorist attacks, riots , explosions and other force majeure events.

7.0 TITLE

- 7.01 All rights title and ownership in and to the Leased Property leased hereunder and all obligations relating thereto shall at all times remain vested in the Lessor subject to the terms of this Lease Agreement and the Lessee covenants and agrees not to do or perform any act prejudicial to such rights title and ownership. Without limiting the generality of the foregoing the Lessee agrees not to sell, transfer, assign or otherwise dispose of, or sub-lease, let for hire, loan, or give on licence, or part with the possession of, or conceal or abandon, or in any way mortgage, hypothecate, pledge, charge or otherwise, encumber, or damage or destroy any item of Leased Property or any part thereof.
- 7.02 The Lessor shall be entitled to label the Leased Property as having been leased from the Lessor.
- 7.03 The Lessee hereby agrees to indemnify and save harmless the Lessor from any and all claims, losses, cost, damages, suits, expenses, including attorney's fees which the Lessor may sustain or incur as a result of a breach of Clause 7.01 above.
- 7.04 As between the Lessor and the Lessee the Leased Property shall remain personal and moveable property and shall continue in the ownership of the Lessor notwithstanding that the same may have been affixed to any land or building in the event that the Leased Property comprises machinery and/or equipment. The Lessee shall be responsible for any damage caused to any such land or building by the affixing to or removal therefrom of the Leased Property, whether affixed or removed by the Lessee or by the Lessor, and the Lessee shall indemnify and save harmless the Lessor from and against any and all claims made in respect of such damage.

8.0 RETURN OF THE LEASED PROPERTY

- 8.01 If so requested by the Lessor at any time during the Lease Term or on termination thereof by effluxion of time or otherwise or during or at termination of any extension of the Lease Term, the Lessee shall be obliged to return to the Lessor the Leased Property forthwith.
- 8.02 Return of the Leased Property shall be at the place as specified in Schedule "A" hereto attached in the original condition and good order fair ware and tear excepted.
- 8.03 When returning the Leased Property as aforesaid, the Leased Property shall be in the same condition as it was at the commencement of this Lease Agreement subject to fair wear and tear. The Lessee and the Lessor or their respective agents shall inspect and provide a jointly signed report on the condition of the Leased Property.

9.0 LIMITATION OF LIABILITY

- 9.01 It is agreed and understood between the Parties that the Lessor shall not be liable or accountable to the Lessee or any other person claiming through or under the Lessee or to any third party for any loss (including but not limited to loss of property or life and/or loss due to physical and/or mental injury), damage, claim, demand, liability, cost or expense of any nature or kind sustained either directly or indirectly
- (a) by the Lessee;
 - (b) by any contractor or agent of the Lessee;
 - (c) by any of their respective employees; or
 - (d) by any third party

resulting from any inadequacy for any purpose, mechanical failure whether due to misuse, abuse or lack of adequate maintenance or care of the Leased Property by the Lessee or by the Lessee's contractor, agents, or employees or from loss or interruption of use of the Leased Property, or any loss of business, profits, consequential or any other damage of any nature whatsoever.

- 9.02 The Lessor shall not be required to carry out any of the terms of this Lease Agreement if prevented from so doing by a Force Majeure Event (Clause 13.06) and shall not be liable for any loss or damages sustained by the Lessee and resulting therefrom.
- 9.03 If the Leased Property or any part thereof is damaged due to a Force Majeure Event, but is capable of being repaired, the Lessor may at its sole discretion opt to either repair the Leased Property or may, by written

notice (Notice, Clause 13.04) to the Lessee forthwith terminate this Lease Agreement or permit abatement of this Agreement (See Clause 2.03). If the Lessor opts to repair such Leased Property, the Lessor may either arrange such repair itself or request the Lessee to arrange such repair and if the applicable Insurance proceeds are insufficient to pay the full cost of repairing the same, the difference between the actual cost of repairing the same, and payment received for it from the Insurance company shall be payable by the Lessor.

- 9.04 Subject to the other provisions of this Lease Agreement any and all repairs, replacement or substitution of components, parts, accessories or equipment on the Leased Property shall be at the Lessee's expense, and shall be deemed accretions to the Leased Property and the title thereto shall vest and remain with the Lessor.
- 9.05 The Lessor has not made and does not make hereby, any representation as to merchantability, condition or suitability, whether express or implied of the Leased Property for the purpose of this Lease Agreement or any other representation with respect thereto and the Lessee agrees that the Lessee's obligations hereunder to pay rentals as herein provided shall not in any way be affected by any defect and/or failure regarding merchantability, condition or suitability of the Leased Property.

10.0 INDEMNITY

- 10.01 The Lessee covenants and agrees with the Lessor that notwithstanding any Insurance cover provided under Clause 6 (Insurance cover on accidents & Injuries) hereof, it shall at all times and under all circumstances indemnify and hold the Lessor saved harmless from and against all fines and penalties, liabilities and claims, losses, costs, damages, suits, expenses, including attorney's fees (save and except taxes or license fees or registration fees that are due from the Lessor in respect of the Leased Property) resulting from, caused or contributed by, related to or arising out of the possession, operation, use or misuse of the Leased Property and such liability shall not be affected by any termination of this Lease Agreement, with respect to any part or the whole of the Leased Property.
- 10.02 The Lessee shall also hold the Lessor indemnified and saved harmless from and against any and all loss or seizure of the Leased Property under distress, execution or other legal process brought, enforced or executed against the Lessee or from and against any and all losses resulting therefrom.
- 10.03 The Parties hereto agree that notwithstanding anything contained in this Lease Agreement, the Lessor shall not be responsible in any way whatsoever
- (a) Either for the products (if any) derived from or through the use or operation of the Leased Property by the Lessee or anybody else; or
 - (b) For the efficacy or merchantability or otherwise of such products.

The Lessee shall indemnify and keep indemnified the Lessor against any and all actions, proceedings, liabilities, claims, losses, damages, cost and expenses relating to or arising out of the storage, sale, use or consumption or any product derived from the Leased Property which may be instituted against or suffered or incurred by the Lessor or by any other person or party.

11.0 DEFAULT AND TERMINATION

11.01 Termination by Mutual Agreement

- (a) Either Party may, subject to the other provisions of this Lease Agreement, terminate this Lease Agreement any time provided that termination shall be effective on completion of ninety (90) days of the date of the written notice being served on the other Party in accordance with this Lease Agreement (Clause 13.04 Notice).
- (b) The terms and conditions of this Lease Agreement shall notwithstanding the giving of the aforesaid notice continue in full force and effect until all obligations of the Lessee under this Lease Agreement are duly discharged (including the obligation to return to the Lessor the Leased Property in good operating condition in accordance with the provisions of this Lease Agreement) and the payment of all sums due hereunder to the satisfaction of the Lessor.

11.02 Termination By Lessor

Notwithstanding anything to the contrary stated herein the Lessor shall have the right at any time and without notice to immediately terminate this Lease Agreement on the occurrence of any one of the following events:

- (a) If the Lessee fails to pay any rentals, charges or other sums whatsoever payable by the Lessee under the terms of this Lease Agreement, as and when they shall become due.
- (b) If the Lessee commits a breach of any of the terms, covenants or conditions of this Lease Agreement.
- (c) For unreasonable or abusive use or misuse of the Leased Property or if the Leased Property is dealt with by the Lessee contrary to any of the provisions of this Lease Agreement.
- (d) If the Insurance cover mentioned in this Lease Agreement is for any reason cancelled in whole or in part.
- (e) In the event of any levy of execution or attachment being made against the Lessee or upon the Lessee's goods.
- (f) If the Lessee suspends business, or a tax lien is filed against any of the Lessee's property or if the Leased Property is confiscated or forfeited or seized by any authority.
- (g) If it is discovered at any time that any statement or representation made by the Lessee herein or in the Lessee's application for lease of the Leased Property or in any other related document is or has become false or incorrect in any respect.
- (h) If the Lessee is unable to perform its obligations hereunder on account of a Force Majeure Event (Clause 13.06) and such inability continues for a period of seven (07) calendar days.
- (i) Where the Lessee is a body Corporate in the event of any material changes in the constitution of the Company or in the Senior Management of the Company.
- (j) In the event of total interruption or cessation of the business activities of the Lessee;
- (k) In the event of the Lessee being adjudged bankrupt makes an assignment, arrangement or compromise for the benefit of its creditors;
- (l) In the event of the Lessee (i) voluntarily or involuntarily becoming the subject of winding up proceedings; and/or (ii) has been unable or has admitted in writing the Lessee's inability to pay the Lessee's debts as they mature to the Lessor or to another party; and/or (iii) taken or suffered any action for its reorganization, amalgamation, liquidation or dissolution; and/or (iv) had a receiver or liquidator appointed for all or any part of the Lessee's assets or business.
- (m) Any authority of or registration with governmental or public bodies or courts required by the Lessee in connection with the execution, delivery, performance, validity, enforceability or admissibility in evidence of this Lease Agreement are modified in a manner unacceptable to the Lessor or is not granted or is revoked or otherwise ceases to be in full force and effect;

- 11.03 **Consequences of Death of an Individual Lessee**
- (a) In the event of the Lessee's death the Lessor shall be entitled to
 - (i) call for a certified copy of the relevant death certificate; and
 - (ii) request the Lessee's heirs to provide the Lessor with documentary evidence deemed satisfactory to the Lessor in proof of their rights and respective positions as the deceased Lessee's legal heirs.
 - (b) The Lessor may at its sole and absolute discretion, continue this Lease Agreement with the Lessee's legal heirs subject to the receipt of their prior written consent for such continuation.
 - (c) Continuation of this Lease Agreement as aforesaid shall be subject to execution by the Lessee's legal heirs of all such documents and agreements and carrying out of all acts and deeds that the Lessor may deem necessary and/or incidental to the due continuation of this Lease Agreement.
 - (d) The Lessor shall be entitled to immediately terminate this Lease Agreement with written notice to the Lessee's heirs in the following circumstances:
 - (i) In the event that the Lessee's legal heirs do not provide their written consent for continuation of this Lease Agreement as aforesaid within thirty (30) days of a written request to such effect from the Lessor; or
 - (ii) The Lessor is not agreeable to continue this Lease Agreement with the Lessee's legal heirs.
 - (e) Any notice or other communication given or made under this Clause shall be deemed duly given or made if in compliance with Clause 13.04, (Notice) below.

11.04 **Notice to Contain Reasons for Termination**

If before expiry of the full period of the Lease Term (as defined in Clause 2.01 above)

- (a) Should the Lessor wish to terminate this Lease Agreement for any reason other than those mentioned hereinabove; or
- (b) Should the Lessee wish to terminate this Lease Agreement.

then the notice (Clause 13.04, Notice) of the proposed termination shall contain the reason for the issuance of such notice.

11.05 **Lessor's Rights to Leased Property on Termination**

(a) **Lessor's Right to Repossession**

- (i) The Lessee hereby also authorizes and empowers the Lessor, its officers, employees, servants, agents and other representatives to enter on any of the Lessee's land or premises, or any other place or places where the Leased Property may be found, for the purpose of taking possession thereof.
- (ii) Save as provided hereunder, upon termination of this Lease Agreement, all rights of the Lessee hereunder and in respect of the Leased Property shall forthwith terminate and the Lessor shall have the right to take immediate possession of the Leased Property and Lessee shall immediately deliver the Leased Property to the Lessor and the Lessor may at its option sell the Leased Property or retain the Leased Property free of and unencumbered by this Lease Agreement. However in the event of selling the repossessed Leased Property, the Lessor shall recover only the dues under this agreement and any excess amount should be paid to the Lessee.
- (iii) Upon the Lessor becoming entitled for any reason whatsoever to the return of the Leased Property leased hereunder, then notwithstanding any terms or conditions herein contained, the Lessor may, in addition to any other remedy open to it, and without notice, take immediate possession of the Leased Property without process of law.
- (iv) The Lessee shall pay to the Lessor all costs relating to repossession as aforesaid including the related transportation maintenance and storage charges.

(b) **Lessor's Right to Appoint a Caretaker of The Leased Property**

- (i) In the event of the Lessor giving notice of termination to Lessee, the Lessor may appoint a caretaker of the Leased Property and the Lessee shall grant such caretaker access to the place wherein the Leased Property is kept, stored, fixed or being used or operated.
- (ii) The Lessee further agrees to grant such caretaker permission to periodically inspect the Leased Property as and when the Lessor deems necessary.
- (iii) The rights of access and inspection granted to the Lessor's caretaker as herein provided are in no manner to be construed to derogate from the Lessor's general rights of access and inspection referred to herein.

(c) **Irrevocable Power of Attorney in Lessor's Favour**

Upon the happening of any of the foregoing event or events, the Lessee hereby irrevocably appoints the Lessor and the Chief Executive Officer of the Lessor for the time being or any other officer duly authorized by him, as the Lessee's true and lawful attorneys to execute such documents as may be necessary for the purpose of regaining possession of the Leased Property and the accessories attached thereto.

12.0 **ASSIGNMENT**

12.01 It is agreed and understood between the Parties hereto that this Lease Agreement and the lease granted hereunder are personal to the Lessee and may not, under any circumstances, be transferred or assigned by the Lessee to any other person, firm or corporation without the prior written consent of the Lessor.

12.02 However, nothing herein contained shall be construed in any way to limit the Lessor's right to sell the Leased Property and in the event of such a sale, the buyer shall succeed to all of the Lessor's rights and obligations hereunder.

12.03 Subject to Clause 12.01 above, this Lease Agreement and every part thereof shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, and permitted assigns.

12.04 The Lessee shall not be construed as the owner of the Leased Property leased hereunder and under no circumstance whatsoever shall the Lessee be considered as the agent of the Lessor for any purpose whatsoever.

13.0 **MISCELLANEOUS**

The Lessor and the Lessee agree that:

13.01 **Schedules and Headers**

- (a) All schedules annexed hereto are and shall form an integral part of this Lease Agreement.
- (b) The headings in this Lease Agreement are for convenience only and shall not affect the constitution or interpretation of this Lease Agreement.

13.02 **Non Waiver**

- (a) Neither any delay in the exercise or omission to exercise any right, power or remedy occurring to the Lessor, whether under or pursuant to this Lease Agreement or otherwise, nor the failure of the Lessor to require payment from or by the Lessee, when due, of any sum owing hereunder, shall impair any right, power or remedy accruing or available to the Lessor, nor shall any such delay, failure or omission be construed as a waiver of or forbearance or acquiescence in any default of the Lessee; and
- (b) No waiver of any right, power or remedy of the Lessor or any forbearance or acquiescence in any default of the Lessee shall affect or impair the right, power or remedy of the Lessor in respect of any other or subsequent event or default, nor shall such delay, failure or omission be construed as excusing the Lessee from future performance.

13.03 **Costs and Taxes**

- (a) All stamp duties, registration fees, duties, taxes, charges, levies and surcharges (hereinafter also referred to as 'the said charges') of any kind or nature whatsoever if any, levied, imposed or payable in respect of this Lease Agreement or the transaction herein contemplated or any part thereof or in respect of any other agreement, document, deed or paper or any receipt of acknowledgement executed under or pursuant to or in connection with this Lease Agreement, shall be borne and paid by the Lessee provided however that the Lessor may at its sole and absolute discretion pay such charges and obtain reimbursement of same from the Lessee.
- (b) The Lessee shall also be liable for any and all additional duties and fees and/or any and all penalties payable in connection with the said charges, whether on account of any failure to pay the proper duties, taxes, surcharges or fees or otherwise.
- (c) If any of the foregoing is paid by the Lessor, the Lessee shall forthwith, on demand, reimburse to the Lessor, in full and without deduction, all such amounts paid by the Lessor.

13.04 **Notice**

- (a) Any notice or other communication given or made hereunder shall, be in writing and shall be sent in the manner hereinafter provided;
 - (i) if sent by personal delivery it is deemed delivered and served only upon actual delivery at the address of the relevant Party as herein provided;
 - (ii) if sent by registered post the same is deemed to be delivered and served three (03) working days after the date of posting;
 - (iii) if sent by facsimile, it is deemed served when the sender's facsimile machine issues a transmission report which indicates that the relevant number of pages comprised in the notice or communication have been sent;
 - (iv) if sent by e-mail it is deemed served only if it is acknowledged by the recipient or a return receipt, deleted email message is generated in the sender's computer in respect of such email.
- (b) If, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside working hours (8.30 a. m – 5.00 p.m.), such notice or other communication shall be deemed to be given or made at the start of the next period of working hours.
- (c) The relevant contact details of each Party for the purposes of this Lease Agreement shall be as set out below:

If to the Lessor

Address :
Fax No. :
E-mail Address :

If to the Lessee

Address :
Fax No. :
E-mail Address :

- (d) The Lessee shall be obliged to provide the Lessor with reasonable prior written notice of any changes to the information herein provided.

13.05 **Governing Law**

This Lease Agreement shall be governed by the laws of Sri Lanka.

13.06 **Force Majeure**

- (a) Any delays in or failure by a Party hereto in the performance of any obligation hereunder if and to the extent it is caused by an occurrence or circumstance beyond such Party's reasonable control, including but not limited to, an act of God, fire, strike or other labour disturbances, riots, civil commotion, war (whether declared or not) sabotage, any other cause, similar to those herein specified (such cause, occurrence or circumstance hereinafter referred to as a 'Force Majeure Event') the Party affected by such Force Majeure Event shall promptly inform the other Party of the occurrence of same and shall furnish proof of details of the occurrence and reasons for such Party's non-performance of whole or part of this Lease Agreement.
- (b) Subject to the other terms and conditions of this Lease Agreement, the Parties may consult each other to decide whether to terminate this Lease Agreement or to discharge part of the obligations of the affected Party or extend the period granted for the performance of such Party's obligations on a best efforts and on an arm's length basis.

13.07 **Reconstruction Or Change In the Constitution Of The Lessor**

Any reconstruction, division, reorganization or change in the constitution of the Lessor or its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights hereunder.

13.08 **Severability**

All of the provisions of this Lease Agreement shall be considered as separate terms and conditions and in the event that this Lease Agreement is affected by any legislation or any amendments thereto, or if the provisions herein contained are by virtue of that legislation or otherwise held to be illegal, invalid, prohibited or unenforceable, any such provisions shall be ineffective only to the extent of the illegality, invalidity, prohibition or unenforceability and all other provisions hereof shall remain in full force and effect as if the illegal, invalid, prohibited or unenforceable provisions were not a part hereof.

14.0 The Lessee agrees and undertakes with the Lessor that:

14.01 Time shall be of essence of this Lease Agreement.

14.02 Marking Lessor's Ownership on Leased Property

(a) The Lessee shall affix such plate/s, label/s or other mark/s as may be approved or otherwise specified by the Lessor, on the Leased Property sufficiently indicating that it has been leased from the Lessor and shall ensure that such plate, labels and marks are not covered up, obliterated, defaced or removed.

(b) All such plates, labels and marks shall be affixed to the Leased Property in such manner as may be specified by the Lessor after consultation with the Lessee.

14.03 Access to Leased Property

The Lessee shall allow the officers, employees, servants and agents of the Lessor or other persons authorised by the Lessor, free and full access to the Leased Property during normal working hours, or immediately on request in the case of any emergency as stipulated by the Lessor, to inspect, view and examine the state and condition of the Leased Property and for that purpose the Lessee shall permit the Lessor and its officers, employees, servants, agents and persons to enter the premises where the Leased Property may be stored or installed or may be in use or operation even where Leased Property is not situated at the location specified in Schedule A hereto.

14.04 Entire Agreement

This Lease Agreement together with the schedules attached hereto, constitutes the entire agreement between the Lessor and the Lessee and there are no terms, conditions or obligations, oral or written relating hereto other than those contained in and/or referred to in this Lease Agreement and this Lease Agreement may be modified or amended only by mutual agreement, in writing, signed and duly executed by the Parties hereto.

14.05 Notice of an Adverse Effect

The Lessee shall promptly inform the Lessor of the occurrence of any event of default or of any event (such as a Force Majeure Event) or condition which is likely to have an adverse effect on the due operation of this Lease Agreement and/or the operation, profit or business of the Lessee.

14.06 Lessee to Furnish the Lessor With Information

The Lessee shall furnish to the Lessor all such information, documents and certificates as the Lessor may from time to time reasonably require in relation to the location, use and operation of the Leased Property or any item or part thereof and generally in relation to the business and operations of the Lessee and its accounts, including such information, documents and certificate as the Lessor may require for the purposes of or in connection with the preparation, filing and processing of income tax return/s and the assessment of income tax and other taxes payable by the Lessor or for the purpose of or in connection with any audit of the Lessor.

15.0 The Lessee hereby warrants, represents and undertakes:

15.01 Lessee's capacity to execute this Agreement

The Lessee has full power, capacity and authority to execute, deliver and perform this Lease Agreement and has taken all necessary actions, authorizations and approvals (corporate or otherwise) to authorise the taking on lease of the Leased Property upon the terms of this Lease Agreement and to authorise its execution, deliver and performance of this Lease Agreement and the Lessee undertakes to keep such authorisations effective and in force during the entire Lease Term or any renewal thereof and till the Leased Property is delivered back to the Lessor in good order and condition.

15.02 Compliance with Laws/Agreements in force

The execution of this Lease Agreement and the use and operation of the Leased Property by the Lessee shall not:

(a) Contravene any statute, law, rules, regulations and any Governmental sanction or approval to which the Lessee is subject to and the Lessee's Memorandum and Articles of Association (as relevant) nor

(b) Result in any breach of any agreement or arrangement to which the Lessee is a party.

15.03 Audited Accounts & Report of Business

In the event that the Lessee is an incorporated company then it shall furnish to the Lessor at or prior to the commencement of the Lease Term and thereafter during the Lease tenure.

(i) Lessee's annual audited balance sheet and profit and loss accounts within six (06) months of the end of the relevant financial year; and

(ii) Lessee's management accounts, un-audited financial reports, statements and/or any other documents relating to the financial status of the Lessee within two (02) weeks of the Lessor's request to such effect and in such form and containing such particulars as may be required by the Lessor.

15.04 Every Statement/ Representation Is True & Correct

The Lessee hereby declares that every statement and representation made and all information provided by the Lessee in this Lease Agreement or in relation thereto is true and correct.

15.05 Lessee shall not claim any relief by way of any deduction

As the Lessee is not the owner of the Leased Property, the Lessee shall not claim any relief by way of any deduction, allowance or grant available to the Lessor as the owner of the Leased Property, under any laws or rules or regulations and shall not do anything by which the Lessor may be deprived of such allowance or grant.

15.06 The Lessee hereby represents and confirms that:

(a) The Lessee has not defaulted in respect of any payment obligation (whether relating to loan, finance or otherwise) or any other type of obligation owed to any bank or financial institution; and

(b) The Lessee has not defaulted in payment of any taxes or other dues owed to the Government or any local authority.

16.0 LATE PAYMENT

16.01 Late Payment Charge

Where the Lessor has defaulted to pay on the due date any sum payable by him under this Agreement and no postponement has been permitted by the Lessor in respect thereof the Lessor shall at its discretion be entitled to charge a late payment charge in such amount as may be determined by the Lessor from time to time for the entire period of such default.

- (a) The amount of such late payment charge shall be calculated by the Lessor on the total value of obligations undischarged as at the due date.
- (b) Any sums charged by the Lessor in addition to the amount in default hereunder such as the late payment charge aforesaid shall be payable immediately upon notice thereof by the Lessor.
- (c) Any payments made by the Lessee in settlement of any sums so due from him, shall be credited by the Lessor to a separate account maintained by the Lessor. The sums so credited shall be used by the Lessor for Sharia compliant charitable activities.

16.02 Court Imposed Penalty

In case

- (a) any amount(s) referred to in Clause 16.01 above, is not paid by the Lessee; or
- (b) the Lessee delays the payment of any amount due hereunder as a result of which any direct or indirect costs are incurred by the Lessor, the Lessor shall have the right to approach a competent Court
 - (i) for recovery of any amounts remaining unpaid as well as
 - (ii) for imposing of a penalty on the Lessee.

In this regard the Lessee is aware and acknowledges that notwithstanding any amount paid by the Lessee to the Lessor hereunder, the Court has the power to impose penalty, at its discretion, and from the amount of such penalty, a smaller or bigger part, depending upon the circumstances, can be awarded as solatium to the Lessor, determined on the basis of direct and indirect costs incurred, other than the opportunity cost.

Refer schedule 'A' – (F) for penalty rate

IN WITNESS WHEREOF the Parties hereto have set their hands and common seal hereunto and to two others of the same tenor and date as these presents at Colombo on thisday ofTwo Thousand and (20.....)

The Lessor

Signed by)
 Authorized Signatories, Amana Bank Limited)
 on thisday of.....)
 Two Thousand and at)

Signed by

 (Full name should be typed here)

Witnesses to above signature:

1. Name :
 Signature:

2. Name :
 Signature:

Signed by)
 Authorized Signatories, Amana Bank Limited)
 on thisday of.....)
 Two Thousand and at)

Signed by

 (Full name should be typed here)

Witnesses to above signature:

1. Name :
 Signature:

2. Name :
 Signature:

To Lessee

Signed by)
)
)
 on thisday of.....)
 Two Thousand and at)

Signed by

 (Full name should be typed here)

Witnesses to above signature:

1. Name :
 Signature:

2. Name :
 Signature:

Signed by)
)
)
 on thisday of.....)
 Two Thousand and at)

Signed by

 (Full name should be typed here)

Witnesses to above signature:

1. Name :
 Signature:

2. Name :
 Signature:

SCHEDULE 'A'

(a) **Description & Condition of Leased Property**

.....
.....
.....

(b) **Duration**

Commencement Date : Date of physical delivery of the Leased Property to the Lessee being the date of the duly executed Acceptance Receipt in the form set out in Schedule B attached to this Lease Agreement and which shall be part and parcel hereof.

Duration : months from the Commencement Date

(c) **Lease Rent & Installments (including profits)**

.....
.....
.....

(d) **Profits Mark up per annum:**

(e) **Location for the Storage/Use/Operation/Parking of the Leased Property by Lessee:**

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.....
.....

(e) **Location for the Return of the Leased Property by Lessee:**

.....
.....
.....

(f) **Penalty rate on delayed rentals :**

SCHEDULE 'B'

ACCEPTANCE RECEIPT

Our Ref. :

Date :

1. Name & Address of Lessee:

(Insert NIC No./Company Registration No.)

.....
.....
.....
.....

2. Name & Address of Lessor :

Amana Bank Limited,
No. 480, Galle Road, Colombo 3

3. Name & Address of Supplier :

.....
.....
.....

4. Description of Leased Property :

Make and Model :
Engine No./ Model No. :
Chassis No. / Serial No. :
Year of Manufacture :

5. Leased Property to be delivered at :

.....
.....

I/We hereby acknowledge the receipt of the above mentioned Leased Property (which is the subject matter of the Lease Agreement No. dated day of ()) between Amana Bank Limited and me/us). I/We have examined the above Leased Property and found it to be in good order and condition and to my/our satisfaction.

I/We acknowledge that the terms of the lease shall commence from the date of this receipt.

.....
Signature of the Lessee*

Date:

*In case of the Lessee being an incorporated company, the authorized signatory must sign and his/her signature verified.