

# Rental Agreement

Bismillah hir rahman nir rahim!

The undersigned below:

1. Name : Latifah Musanif, Address: Biniha Timur, Kec. Bolaang Uki, Kab. Bolaang Mongondow Selatan, Sulut, Indonesia, as the landlord, and his henceforth in this contract called FIRST PARTY.

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**and**

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2. Name : **XXXX**, as tenant / renter, henceforth in this contract called SECOND PARTY, herewith declare that both parties made already the following agreement:
  - a. FIRST PARTY declares that he already rented to SECOND PARTY, and SECOND PARTY also declares that he rented already from FIRST PARTY a piece of land of **1500** m<sup>2</sup> which is the property of the FIRST PARTY located at Biniha Timur, Kec. Bolaang Uki, Kab. Bolaang Mongondow Selatan, Sulut, Indonesia (*Sertifikat Hak Milik Nomor ...*), according to the agreement and with the conditions / particulars mentioned below.
  - b. FIRST PARTY rents to SECOND PARTY the object to become a place for staying / living for the SECOND PARTY. It does not include the permission to open a business on this location which needs an additional agreement.

## Definitions

'Valley' or 'Islamic Village' is the whole area defined in the addendum and what is on it. All people living in this area or are owning houses / rent land are called 'Villagers'.

## Article 1

The duration of the rental agreement is 30 years and may be extended up to 80 years at no further costs. The rental agreement starts from **0000** and is valid until **0000**.

## Article 2

The amount for the lease of the land is already paid by the SECOND PARTY to the FIRST PARTY for the duration of the contract of 30 years which is Rp. 5,500,000 (Five Million Five Hundred Thousand Rupiah) already including the government tax of 10%. This rental contract serves as official receipt.

## Article 3

SECOND PARTY has to keep the land in good condition. One is not allowed to cut palm trees without the permission of the FRIST PARTY, to cover soil with concrete unless really necessary and to keep the land in such condition that it does not become an embarrassment to others (e.g. to make it ugly with constructions, rubbish, tools, leftovers etc). One may leave it as is though (no cutting of grass).

## Article 4

SECOND PARTY may not transfer the right of rent to a third party, whether it is partial or entirely, without the written agreement of the FIRST PARTY.

#### Article 5

Monthly costs (no.1) for electricity and telephone are in the responsibility of the SECOND PARTY. The monthly costs (no.2) for maintenance (access road, water pipes etc), government tax (PBB), grass cutting and other necessary gardening are estimated to be around Rp. 150,000 per months.

#### Article 6

If SECOND PARTY does not pay the monthly fees (no.2) for consecutive three months and / or transfers the rent to a third party without the agreement of FIRST PARTY, then FIRST PARTY has the right to terminate the rental agreement.

#### Article 7

SECOND PARTY may use the land for building a house with following conditions: The maximum size of the house may not exceed 200 m<sup>2</sup> and 2 storey of height. It has to have a sewage tank and its roof may only be from material which fits in a natural environment (green metal roof, leaf roof etc.). No barb wire may be used and high concrete walls be built.

#### Article 8

FIRST PARTY will provide the following facilities: electricity and water hook up, access road (motorbike; car only to parking) and facility for waste disposal. FIRST PARTY has time to provide these facilities until sufficient parties have joined the Islamic village project. FIRST PARTY will use one third of the rental sum to pay the infrastructure, the rest to pay the other costs of the project (land etc).

#### Article 9

FIRST PARTY guarantees that during the duration of the rental agreement SECOND PARTY will not receive any complains and / or charges from other parties declaring that the land is theirs or that they have a right on it. If there should be changes in ownership, SECOND PARTY has full right of the fulfilment of the rental agreement.

#### Article 10

FIRST PARTY has the right to terminate the renting contract in case SECOND PARTY commits

- a) Criminal acts under Islamic law which cannot dealt with internally because prescribed Islamic punishment cannot take place under secular law (like theft, fornication, using drugs / alcohol etc).
- b) Other serious matters which fall under the category of "enormities" in Islam. They will be judged by the Shura (consisting of every male adult of the village) taking as its base the Shariah in interpretation of the Shafi'i Mazhab. In addition, several things, not necessarily enormities, should be mentioned, if done repeatedly:
  - Slander, backbiting, talebearing, lying, quarreling, cheating and the like causing enmity and bad feelings between the residents.
  - Causing annoyance to the neighbours (e.g. with music & other noise, bad smells etc.).
  - Causing annoyance to women.
  - Eating, drinking or smoking in public in the month of Ramadhan.
  - Allowing a man and woman who are not Muhrim in the house alone.
  - Keeping dogs except for legitimate purposes.

-Disputing and / or challenging the mentioned foundation of jurisprudence of the 'Village' (Shafi'i Mazhab) unless qualified persons (see Addendum) are present as scholar and qadi.

Article 11

Should the rental agreement be terminated, SECOND PARTY has the right to transfer the rental agreement and to sell the house to somebody who complies with the rules of the Islamic village / this rental agreement. Until SECOND PARTY has found a buyer for the house / one who takes over the rental contract, FIRST PARTY has the right to rent the house to somebody else and shares the net income 50-50 with SECOND PARTY.

Article 12

FIRST PARTY guarantees that on the total land size of the Islamic village only up to a maximum of 17 houses will be built, one shop, one restaurant, one mosque / mushalla and other facilities like riding paddock & boat house, but no more than 17 houses for living except 70% or more of the 'Villagers' agree to more houses.

Article 13

Anything not yet worked out in this agreement will be further clarified in the Addendum, which forms an integral part of this agreement and will be agreed upon together. This Agreement shall be construed and interpreted in accordance with the laws of Indonesia. Any conflict should be solved amicably by 'mushwara'. If this should not be possible, then any action arising out of this Agreement shall be brought to the Kantor Pengadilan Negeri Kotamobagu.

This agreement was made on the ... in Kotamobagu for to use it as required.

FIRST PARTY,

SECOND PARTY,

LATIFAH MUSANIF  
Landlord

XXX  
Tenant

## Addendum

1) Definition of 'the Valley' or 'Islamic Village': All land included in the following documents and what is on it:

- Sertipikat No. 48236865..
- Sertipikat No.
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2) Qualifications needed for somebody to do Ijtihad:

- a competence in the Arabic language which allows him to have a correct understanding of the Qur'an . That is, he must appreciate the subtleties of the language so as to be able to draw accurate deductions from the "clear and un-crooked Arabic" of this infallible source, and that of the *sunnah*.
- an adequate knowledge of the Meccan and Medinese contents of the Qur'an, the events surrounding their revelation and the incidences of abrogation (suspending or repealing a ruling) revealed therein. He must be fully acquainted with its legal contents (the *ayat al-ahkam*) - some 500 verses, according to al-Ghazali. He need not have a detailed knowledge the narratives and parables, nor of the sections relating to the hereafter, but he must be able to use these to infer a legal rule. He needs to be acquainted with all the classical commentaries on the *ayat al-ahkam*, especially the views of the Companions of the Prophet .
- an adequate knowledge of the *sunnah*, especially those related to his specialisation. He needs to know the relative reliability of the narrators of the *hadith*, and be able to distinguish between the reliable from the weak. He needs to have a thorough knowledge of incidences of abrogation, distinguish between the general and specific, the absolute and the qualified. One estimate (by Ahmad ibn Hanbal) suggests that 1,200 *hadith* need to be known.
- He should be able to verify the consensus *ijma* of the Companions of the Prophet, the successors and the leading *imams* and *mujtahideen* of the past, especially with regard to his specialisation. Complementary to this, he should be familiar with the issues on which there is no consensus.
- He should have a thorough knowledge of the rules and procedures for reasoning by analogy (*qiyas*) so he can apply revealed law to an unprecedented case.
- He should understand the revealed purposes of *sharia*, which relate to "considerations of public interest", including the Five Pillars protection of "life, religion, intellect, lineage" and property. He should also understand the general maxims for the interpretation of *sharia*, which include the "removal of hardship", that "certainty must prevail over doubt", and the achievement of a balance between unnecessary rigidity and too free an interpretation.
- He must practice what he preaches, that is he must be an upright person whose judgment people can trust