

Date 17 JULY 2021 التاريخ
No. DRE-0234 الرقم

عقد إيجار TENANCY CONTRACT

Property Usage ☒ سكني Residential ☐ تجاري Commercial ☐ صناعي Industrial استخدام الوحدة

Owner Name HABIB ALI SYED MOHAMED (INDIA PASSPORT NO. Z4920085) اسم المالك

Landlord Name HABIB ALI SYED MOHAMED (INDIA PASSPORT NO. Z4920085) اسم المؤجر

Tenant Name AHMED MOHAMED KAMEL MATOUK (EGYPT PASSPORT NO. A22171155) اسم المستأجر

Tenant Email Eng_ahmedkamel@live.com البريد الإلكتروني للمستأجر Landlord Email enquiry@drehomes.com البريد الإلكتروني للمؤجر

Tenant Phone +971 55 539 0808 هاتف المستأجر Landlord Phone 04 451 1638 هاتف المؤجر

Building Name RESORTZ RESIDENCE BLOCK 2 إسم المبنى Location AL BARSHAA SOUTH THIRD المنطقة

Property Size (S.M.) 85.42 SQ. M. مساحة الوحدة (بمتر مربع) Property Type ONE (1) BEDROOM نوع الوحدة Property No. 113 رقم الوحدة

Premises No (DEWA) 673-08258-0 رقم العقار (ديوا) Plot No. 117 رقم الأرض

Contract Period To 19 JULY 2022 إلى From 20 JULY 2021 من فترة الإيجار

Annual Rent AED 48,000/- (FORTY EIGHT THOUSAND DIRHAMS ONLY) الإيجار السنوي

Contract Value AED 48,000/- (FORTY EIGHT THOUSAND DIRHAMS ONLY) FOR ONE (1) YEAR ONLY قيمة العقد

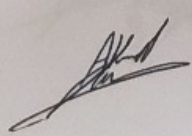
Security Deposit Amount AED 4,000/- (REFUNDABLE) مبلغ التأمين Mode of Payment FOUR (4) CHEQUES طريقة السداد

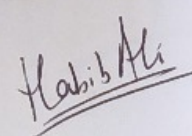
الشروط والأحكام: Terms & Conditions:

- 1 The tenant has inspected the premises and agreed to lease the unit on its current condition. عين المستأجر الوحدة موضوع الإيجار ووافق على إستئجار العقار على حالته الحالية.
- 2 Tenant undertakes to use the premises for designated purpose, tenant has no rights to transfer or relinquish the tenancy contract either with or without counterpart to any third party without landlord written approval. Also tenant is not allowed to sublease the premises or any part thereof to third party in whole or in part unless it is legally permitted. يتعهد المستأجر باستخدام المأجور للغرض المخصص له، ولا يجوز للمستأجر تحويل أو التنازل عن عقد الإيجار للغير بمقابل أو دون مقابل دون موافقة المالك خطياً، كما لا يجوز للمستأجر تأجير المأجور أو أي جزء منه من الباطن مالم يُسمح بذلك قانوناً.
- 3 The tenant undertakes not to make any amendments, modifications or addendums to the premises subject of the contract without obtaining the landlord written approval, tenant shall be liable for any damages or failure due to that. يتعهد المستأجر بعدم إجراء أي تعديلات أو إضافات على العقار موضوع العقد دون موافقة المالك الخطية، ويكون المستأجر مسؤولاً عن أي أضرار أو تلف يلحق بالعقار.
- 4 The tenant shall be responsible for payment of all electricity, water, cooling and gas charges resulting of occupying leased unit unless other condition agreed in written. يكون المستأجر مسؤولاً عن سداد كافة فواتير الكهرباء والمياه والتبريد والغاز المترتبة عن اشغاله المأجور، مالم يتم الاتفاق على غير ذلك كتابياً.
- 5 The tenant must pay the rent amount in the manner and dates agreed with the landlord. يتعهد المستأجر بسداد مبلغ الإيجار المتفق عليه في هذا العقد في التواريخ والطريقة المتفق عليها.
- 6 The Tenant fully undertakes to comply with all the regulations and instructions related to the management of the property and the use of the premises and of common areas such (parking, swimming pools, gymnasium, etc...). يلتزم المستأجر للقيام بالامتثال للوائح والتعليمات المتعلقة باستخدام المأجور والمنافع المشتركة (كمواقف السيارات، أحواض السباحة، النادي الصحي، الخ).
- 7 Tenancy contract parties declare all mentioned emails addresses and phone numbers are correct, all formal and legal notifications will be sent to those addresses in case of dispute between parties. يقر أطراف العقد بصحة العناوين وأرقام الهواتف المذكورة أعلاه، وتكون تلك العناوين هي المعتمدة رسمياً للإخطارات والإعلانات القضائية في حالة نشوء أي نزاع بين أطراف العقد.
- 8 The Landlord undertakes to enable the tenant of the full use of the premises including its facilities (Swimming pool, gym, parking lot, etc) and do the regular maintenance as intended unless other condition agreed in written, and not to do any act that would detract from the premises benefit. يتعهد المؤجر بتمكين المستأجر من الانتفاع التام بالعقار للغرض المأجور لأجله والمرافق الخاصة به (بحوض سباحة، نادي صحي، مواقف سيارات، الخ) كما يكون مسؤولاً عن أعمال الصيانة مالم يتم الاتفاق على غير ذلك، وعدم التعرض لشيء من شأنه أن يقلل من منفعة العقار.
- 9 By signing this agreement from the first party, the "Landlord" hereby confirms and undertakes that he is the current owner of the property or his legal representative under legal power of attorney duly entitled by the competent authorities. بتوقيع المؤجر على هذا العقد إقراراً منه بأنه المالك الحالي للعقار أو الوكيل القانوني لذلك المالك بموجب وكالة قانونية موثقة أصولياً لدى الجهات المختصة.

Tenant Signature / إمضاء المستأجر

Landlord Signature / إمضاء المؤجر





10 Any disagreement or dispute may arise from execution or interpretation of this contract shall be settled by the Rental Dispute Center.

10 أي خلاف أو نزاع قد ينشأ عن تنفيذ أو تفسير هذا العقد يعود البت فيه لمركز فض المنازعات الإيجارية.

11 This Contract is subject to all provisions of Law No (26) of 2007 regulating the relation between landlords and tenants in the Emirate of Dubai as amended, and as it will be changed or amended from time to time, as long with any related legislations and regulations applied in the Emirate of Dubai.

11 يخضع هذا العقد لكافة أحكام القانون رقم (26) لسنة 2007 بشأن تنظيم العلاقة بين مؤجر ومستأجر العقارات في إمارة دبي، وتعديلاته وأي تغيير أو تعديل يطرا عليه من وقت لآخر، كما يخضع للتشريعات واللوائح الأخرى ذات العلاقة النافذة في إمارة دبي.

12 Any additional condition will not be considered in case it conflicts with law.

12 لا يعتد بأي شرط تم إضافته إلى هذا العقد في حال تعارضه مع القانون.

13 In case of discrepancy occurs between Arabic and non Arabic texts with regards to the interpretation of this agreement or the scope of its application, the Arabic text shall prevail.

13 في حال حدوث أي تعارض أو اختلاف في التفسير بين النص العربي والنص الأجنبي يعتمد النص العربي.

14 The Landlord undertakes to register this tenancy contract on EJARI affiliated to Dubai Land Department and provide with all required documents.

14 يتعهد المؤجر بتسجيل عقد الإيجار في نظام إيجاري التابع لدائرة الأراضي والأموال وتوفير كافة المستندات اللازمة لذلك.

Know your rights:

لمعرفة حقوق الأطراف:

- You may visit Rental Dispute Center website www.rdc.gov.ae and use Smart Judge service in case of any rental dispute between parties.
- Law No 26 of 2007 regulating relationship between landlords and tenants.
- Law No 33 of 2008 amending law 26 of year 2007.
- Law No 43 of 2013 determining rent increases for properties.

- يمكنكم زيارة موقع مركز فض المنازعات الإيجارية www.rdc.gov.ae واستخدام خدمة القاضي الذكي في حال نشوء أي نزاع إيجاري بين الأطراف.
- الإطلاع على قانون رقم 26 لسنة 2007 بشأن تنظيم العلاقة بين المؤجرين والمستأجرين.
- الإطلاع على قانون رقم 33 لسنة 2008 الخاص بتعديل بعض أحكام قانون 26 لعام 2007.
- الإطلاع على قانون رقم 43 لسنة 2013 بشأن تحديد زيادة بدل الإيجار.

Attachments for EJARI registration:

المرفقات للتسجيل على إيجاري:

- Original unified tenancy contract.
- Copy of Emirates ID or passport for tenant (individuals) Or trade license for tenant (companies).
- Original Emirates ID of applicant or representative card by DNRD.

- نسخة أصلية عن عقد الإيجار الموحد.
- صور من بطاقة الهوية أو جواز سفر المستأجر (الأفراد) أو صور من الرخصة التجارية للمستأجر (الشركات).
- أصل هوية الإمارات لمقدم الطلب أو بطاقة مديون صادرة عن العامة للإقامة وشؤون الأجانب.

Additional Terms:

شروط إضافية:

1 THE TERMS AND CONDITIONS ATTACHED TO THIS CONTRACT ARE AN INTEGRAL PART OF IT.

2 FULLY FURNISHED APARTMENT.

3 PETS ARE NOT ALLOWED IN THE BUILDING.

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Note: You may add an addendum to this tenancy contract in case you have additional terms while it needs to be signed by all parties.

ملاحظة: يمكن إضافة ملحق إلى هذا العقد في حال وجود أي شروط إضافية، على أن يوقع من أطراف التعاقد.

Tenant Signature / إمضاء المستأجر

Landlord Signature / إمضاء المؤجر

Date التاريخ

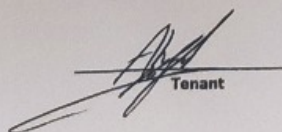
Date التاريخ

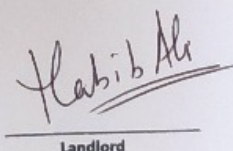
Tel: 8004488 Fax: +971 4 222 2251 P.O.Box 1166, Dubai, U.A.E. هاتف: ٨٠٠٤٤٨٨ فاكس: +٩٧١ ٤ ٢٢٢ ٢٢٥١ صندوق بريد: ١١٦٦، دبي، إ.ع.م.
Website: www.dubailand.gov.ae موقع الإلكتروني E-mail: info@dubailand.gov.ae بريد إلكتروني

ADDITIONAL CONDITIONS MUTUALLY AGREED UPON AS UNDER

A	Building, Cluster & Unit	Apt 113, Resortz Residence Block 2, Arjan, Dubai
B	DEWA Premise Number	673-08258-0
C	Type of Property	Residential
D	Date of Contract	20 JULY 2021 – 19 JULY 2022
E	Name of Tenant	AHMED MOHAMED KAMEL MATOUK
F	Name of Owner	HABIB ALI SYED MOHAMED

- No carpets to be glued or wooden grips used on the tiles.
- The refundable security deposit of AED 4,000/- for Apt 113, Resortz Residence Block 2, Arjan, Dubai will be cashed and will be in the custody of the landlord until the end of the lease.
- The property shall be used for "Family residential purpose" only.
- Community Maintenance and Services Fees Charges are the responsibility of the Landlord.
- The Tenant shall be responsible for payment of all Government and Municipal fees, Vat, which might be imposed now or in the future for the leased property, including DEWA, Chiller (if any), Ejari Registration / cancellation, telephone/internet bills and Gas.
- Both parties mutually agreed all chiller charges (capacity and consumption) to be paid by the Tenant.
- The Landlord is not responsible for any loss, damage, injury, nuisance or inconvenience that may occur to the tenant or their visitors from any accident while using its facilities (electrical, fire, swimming pool or any other cause) during the time of the occupancy.
- The Tenant will be responsible for effecting Insurance with regards to his/her personal belongings.
- If the tenant wishes to break the agreement before expiry date of the contract, one (1) month written notice to the landlord is required & two (2) month's rent will be charged as penalty, any remaining rent plus the security deposit will be reimbursed to the tenant after the handover of the property. Rent will be calculated as per pro rate basis from the date of handover. The tenant is also liable to pay AED 1,000/- administration charges in case of breaking the contract before the completion date.
- The tenant and the Landlord have to submit in advance 90 days written notice before the expiry of tenancy contract for vacating or renewal of the tenancy contract and for making any changes in the terms and conditions. If the landlord does not wish to renew the contract at the expiry date of the lease, the landlord must provide tenant with written notice, in accordance with RERA guideline.
- Renewal admin fee of AED 500 + 5% Vat is payable to the DreHomes Real Estate Broker for renewal of tenancy contracts by tenant and Landlord.
- Upon vacating - The Tenant agrees to return the property in good condition (original condition at the time of handover) as cleaned, painted and maintained at the end of the tenancy contract. Tenant agrees to leave the property in a clean and tidy condition at the end of the lease. Tenant and the landlord (or his representative) shall carry out a joint inspection of the premises to assess its condition. If any missing items or damages are detected (being where an item is found in a non-functioning condition), the landlord reserves the right to deduct the sum from the tenant's security deposit to cover the necessary expenses in connection with the apartment.
- The tenant agrees not to make structural, mechanical, alterations (inside / outside) affecting the structure and look of the building without the written permission of the Landlord.
- The Tenant shall not sublet the apartment to another person during the tenor of this lease agreement. If the tenant does so, then the landlord reserves the right to eject the tenant from the premises instantly and the tenant loses his right to the conditions of this contract.
- The validity of tenancy contract is subject to the clearance of the cheques.
- Article 25 – Amended; Law 33 of 2008- where the Tenant fails to pay the Rent or any part thereof within thirty (30) days after the date a Notice to pay is given to the Tenant by the Landlord unless otherwise agreed by the parties; The Landlord may seek eviction of the Tenant from the Real Property prior to the expiry of the term of the Tenancy. In case any of the cheques (related to this agreement) are bounced or returned due to any reason, AED 1,000/- will be charged treated as penalty.
- If the tenant indulges in any illegal criminal offences or acts against the local laws of the residing country or uses the property for illegal acts against the local laws & bylaws then the landlords has the right to hold the tenant responsible for all damages incurred during and after offence & eject the tenant from the property.
- The tenant is responsible for pest control during the tenancy period.
- The tenant undertakes to immediately notify the Landlord in the event of flood or any other incidence involving damage to the property requiring attention.
- Major maintenance is the sole responsibility of the Landlord. Major maintenance includes all aspects of the structure of the building, the roof, drainage, major plumbing, electrical, including maintenance for private swimming pool pumping equipment where present, and A/C. Minor maintenance is the responsibility of the Tenant. i.e. (up to the amount of AED 500/-). It is the responsibility of the tenant to keep all everything in good working condition. In all conditions, the tenant has to follow building maintenance protocols.
- Should the landlord choose to sell or rent the property, Tenant with a reasonable notice of two (2) days, will grant access to the Landlord or his representative to view the property with prospective buyers or tenants.
- At the time of vacating the property all the Original final utilities & services DU/ ETISALAT, District Cooling (AC) if any, DEWA, GAS, EJARI cancellation, municipality taxes and any telecommunication / TV cable charge bills should be provided in order to collect the security deposit.
- The apartment is fully furnished & the tenant will sign the inventory list on the apartment handover date and on vacating the unit the items in the signed listing form should be returned back in good condition or else the cost will be deducted from the security deposit.
- TENANT AGREES TO FOLLOW ALL COMMUNITY, BUILDING MANAGEMENT, OWNERS ASSOCIATION, BUILDING & MASTER COMMUNITY RULES.
- This agreement is held in accordance with the Laws of Dubai. Any future disputes between the Landlord and Tenant and all future renewals shall be governed by the Law of Dubai at the time of dispute.


Tenant


Landlord

Date: _____

To:

Building Management

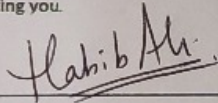
Apt 113, Resortz Residence Block 2, Arjan, Dubai

Sub: NOC to move in - Apt 113, Resortz Residence Block 2, Arjan, Dubai

Dear Sir / Madam,

I, the undersigned, owner of Apt 113, Resortz Residence Block 2, Arjan, Dubai, hereby confirm that I have no objection for the tenant, AHMED MOHAMED KAMEL MATOUK to move in to the apartment.

Thanking you.



HABIB ALI SYED MOHAMED

Owner