

Tenancy Agreement

This agreement is made in Muscat, Sultanate of Oman on 12th July 2020, between:

1. **Oman Educational Services LLC**, P.O. Box 1815, Athaibah, P.C.130, Sultanate of Oman, having C.R. No: 1004269, hereinafter called "OES/Landlord", represented by **Dr. Hussain Al Salmi**, Omani national, having Omani civil number: 02073049.
2. **Al Fakhama for Constructing & Trade**, P.O. Box 430, Boushar, P.C.314, Sultanate of Oman, having C.R. No:1602225, hereinafter called "Al Fakhama for Constructing & Trade Company /Tenant", represented by **Mr. Gharib Al Sadi**, Omani national, having Omani civil number: 194835.

The Tenant has approached the landlord for taking lease of the building space offered by the former, on the 4th floor, of a total size of 87.1 sqm, in building no 636, office no 43 and 44, plot no 142 in Athaibah North, herein after referred to as 'rentable unit'.

Terms and conditions

1. The operating lease period for this contract is of 25 months from 13/07/2020 until 12/08/2022.
2. The first month of the lease – as mentioned in (#1) is granted as a grace period to the Tenant to carry on décor and furnishing works, at no charge. The effective date for rentals' collection as per the municipality contract shall start from 13/08/2020, over a period of 24 months.
3. OES shall charge **a quarterly rental of OMR 1176 /-** (Omani Rial One Thousand One Hundred Seventy Six only)
4. All rentals are payable in advance on a quarterly basis by way of post-dated cheques for the full lease period, deposited with OES before the registration of the municipality contract. The cheques are to be drawn in the name of "Oman Educational Services LLC".
5. The Tenant shall provide to the landlord a security deposit cheque corresponding to three months' rent, of OMR 1176 /- (Omani Rial One Thousand One Hundred Seventy Six only) before the registration of the municipality contract, which shall be returned to the Tenant at the end of the contract after adjusting any recoveries to OES and in compensation of any damages that may result in the décor work that the Tenant may undertake.
6. OES shall charge a service fee of RO 15 per month (Omani Rial Fifteen) for common services on account of water consumption, lighting and cleaning of common areas as well as the elevator to be collected in full and in advance by way cheque.
7. If the Tenant chooses to terminate the contract before its maturity, the Tenant shall bear the full municipality fee/cost incurred from the registration of this lease for the 2-year period that was requested by the Tenant in an email dated 5 July 2020.
8. The Tenant shall be responsible for the payment of the electricity charges on a regular basis as per the metre fixed for the rentable unit to the concerned authorities.



9. OES shall be responsible for the registration of the municipality agreement with the relevant Municipality, upon provision of necessary documents by the Tenant. Any penalties imposed by the Municipality due to late provision of documents by the Tenant shall be borne and reimbursed by the Tenant.
10. In case of a returned or dishonored PDC cheque relating to rental charges and/or service charges, there shall be a penalty of OR 50 payable by the Tenant, for each dishonored cheque. In case of rental past due for 3 months or more, the landlord reserves the right to ask the Tenant to vacate the premises, without giving any notice period.
11. The Tenant is expected to take proper care of the rentable unit and shall be responsible for any damages or losses to the OES property by the Tenant himself or his staff and shall be liable to correct any such loss or damage (replacement with same or equivalent brand in consultation with OES), except those due to reasonable use or wear and tear or such as caused by an act of God. Any damages caused by the Tenant or his staff are to be settled by themselves.
12. The Tenant shall not make any additions or alterations to the rented office space and/or the building, installations, furniture etc., without the prior written approval of OES. Approved alterations shall be documented in writing and by appropriate photos.
13. OES shall not be held responsible for any failures in lighting (electricity failures), fire alarm detectors, and cooling (air conditioning failures) in the rentable unit caused by additions and/or alteration works undertaken by the Tenant, regardless of the approval received from OES on such works.
14. OES shall not be held responsible for air cooling imbalances that may result from partitions placed in the open rented office space.
15. The Tenant shall follow the rules and regulation for the civil work (construction, demolition, partition walls) and must comply with the following
 - a. Maintain lowest possible noise if civil work carried out during a working day. If noise causes any disturbance to other Tenant it must be stopped and carried out:
 - i. During night hours: From 8:00 pm to 6:00am
 - ii. During weekends and Holidays
 - b. Cleanness of common areas of the building must be maintained at all times
 - i. General cleaning will be done by landlord for the common areas but it doesn't cover the mess caused by the civil work
 - ii. Demolition debris must be cleared within 1 day from the building and parking area
 - c. Clearance of common areas and parking must be maintained at all times:
 - i. large deliveries of materials and equipment should be done during allowed time for civil work stated in clause 9.a
 - ii. If it is necessary to carry out deliveries during working hours. Clearance and cleanness, and noise factor must be considered and it should not causes and disturbance to other Tenant(s), otherwise,



there shall be a charge payable by the Tenant equivalent to the actual cost of the cleaning/clearing works + 15% thereupon on account of overheads.

16. OES reserves the right to charge the Tenant cleanliness charges, up to RO 250, to get its cleaners team on the site to clean up the common areas, if the above are not observed, and in the case of complaints from current Tenants.
17. This contract is complementary to the municipality contract. The Municipality contract will be of a 24-month period, at the request of the Tenant, starting from 13.08.2020.

Agreement Validity

The period of this agreement (OES agreement) shall be for a 25-month period, starting from 13/07/2020 until 12.08.2022.

Either one of the parties **should give a minimum of 3 months' notice for termination of rental agreement (OES agreement & Municipality agreement)**; otherwise the contract would be deemed as 'auto renewed' for a similar period.

The Agreement shall be deemed as signed in the Sultanate of Oman and any disputes which cannot be amicably settled between the two parties shall be subject to the legal jurisdictions of the sultanate of Oman.

Oman Educational Services LLC (OES)
 (Landlord)

Name: Dr. Hussain Al Salmi
 Date:

Witness

Name: Fatima El Madkouri
 Date:

Al Fakhama Constructing & Trade
 (Tenant)

Name:
 Date:

Witness:

Name: Ahmed Al Saadi
 Date: 15/7/2020

