

هيئة المنطقة
الحرّة بالحمريّة



HAMRIYAH
FREE ZONE AUTHORITY

STANDARD TERMS AND CONDITIONS
OF
LAND LEASE

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SECTION 1
DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this Lease, unless the context requires otherwise, the following expressions shall have the following meanings:-

- 1.1 **"Adjoining Property"** means any land and/or buildings adjoining or neighbouring the Premises;
- 1.2 **"Conduits"** means all drains, pipes, gullies, gutters, sewers, ducts, mains, channels, subways, wires, cables, conduits, flues and any other conducting media of whatsoever nature;
- 1.3 **"Environmental Regulations"** means the Implementing Rules and Regulations relating to waste disposal and other such matters issued by HFZ Authority (as amended from time to time) and the Free Zone Circulars issued pursuant thereto from time to time;
- 1.4 **"Free Zone"** means Hamriyah Free Zone established pursuant to Sharjah Emiri Decree No 6 of 1995;
- 1.5 **"Free Zone Circulars"** means the circulars issued from time to time by the HFZ Authority pursuant to the Implementing Rules and Regulations;
- 1.6 **"HFZ Authority"** means Hamriyah Free Zone Authority;
- 1.7 **"HFZ Engineering and Construction Unit"** means the division of HFZ Authority which is responsible for planning and construction matters;
- 1.8 **"Implementing Rules and Regulations"** means the Implementing Rules and Regulations issued by HFZ Authority (as the same may be amended from time to time) pursuant to Sharjah Emiri Decree No 6 of 1995;
- 1.9 **"Insured Risks"** means (to the extent that any of the same are insurable in the United Arab Emirates insurance market at reasonable cost and on reasonable terms) fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, and such other risks as the Landlord may, in its discretion from time to time, determine.
- 1.10 **"Landlord"** means Hamriyah Free Zone Authority;
- 1.11 **"this Lease"** means this Lease and any document which is supplemental to it, whether or not it is expressly stated to be so;
- 1.12 **"Outstanding Amount"** means all sums referred to in Clause 6, and all sums which are recoverable as rent in arrear or stated in this Lease to be due to the Landlord;
- 1.13 **"Plan/s"** means the plan/s or drawing/s reference – General Arrangement Plan annexed to this Lease as Annexure-1;
- 1.14 **"Planning Regulations"** means the Implementing Rules and Regulations relating to Planning and Construction issued by the Free Zone and any Free Zone Circulars issued from time to time pursuant thereto;
- 1.15 **"Premises"** means the land, all buildings thereon if there is any and each and every part of the land in as is where is condition over and underground including:-
(a) any Conduits in, on, under or over and exclusively serving them, except those of any utility company;
(b) all landlord's fixtures, fittings, plant, machinery, apparatus and equipment now or after the date of this Lease in or upon the same; and
(c) any additions, alterations and improvements.
- 1.16 **"Prescribed Rate"** means three per cent (3%) per annum above the Prime Rate;
- 1.17 **"Prime Rate"** means the base rate used by the Central Bank or some other bank nominated from time to time by the Landlord or, in the event of base rate being abolished, such other comparable rate of interest as the Landlord shall reasonably specify;
- 1.18 **"Principal Rent"** means the rent payable under clause 4.1.1;
- 1.19 **"Rents"** means the sums payable by the Tenant under clause 4;
- 1.20 **"Revised Rent"** means the rent as determined by the landlord on a Relevant Review Date;
- 1.21 **"Tenant"** means the party named as **"Tenant"** in this Lease and includes the Tenant's successors in title and assigns and, in the case of an individual, his personal representatives;
- 1.22 **"Tenant's Works"** means the works to be carried out at the Premises by the Tenant of constructing, fitting out and completing the buildings and facilities at the Premises;
- 1.23 **"UAE"** means United Arab Emirates;
- 1.24 **"UAE Dirhams"** means the lawful currency of the UAE;
- 1.25 **"Utilities"** means water, soil, steam, air, electricity, radio, television, telegraphic, telephone, telecommunications and other services and supplies of whatsoever nature; and
- 1.26 **"Working Day"** means any day, other than a Friday, on which clearing banks in the UAE are open to the public for the transaction of business.

2. INTERPRETATION

Unless there is something in the subject or context inconsistent with the same:-

- 2.1 every covenant by a party comprising more than one person shall be deemed to be made by such party jointly and severally;
- 2.2 words importing persons shall include firms, companies and corporations and vice versa;
- 2.3 any covenant by the Tenant not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done;
- 2.4 any reference to the right of the Landlord to have access to, or to enter, the Premises shall be construed as extending to all persons authorised by the Landlord, including agents, professional advisers, contractors, workmen and others;

- 2.5 any reference to a law (whether specifically named or not) shall include any amendment or re-enactment of it for the time being in force, and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under it, or deriving validity from it;
- 2.6 all agreements and obligations by any party contained in this Lease (whether or not expressed to be covenants) shall be deemed to be, and shall be construed as, covenants by such party;
- 2.7 the words "including" and "include" shall be deemed to be followed by the words "without limitation";
- 2.8 the titles or headings appearing in this Lease are for reference only and shall not affect its construction;
- 2.9 all dates herein shall be construed with reference to and in accordance with Gregorian Calendar but not otherwise; and
- 2.10 any reference to a clause or schedule or annex shall mean a clause or schedule or annex of this Lease.

SECTION 2 GRANT OF LEASE

3. GRANT, RIGHTS AND OTHER MATTERS

3.1 Demise, Term and Earlier Termination

In consideration of the rents, covenants and agreements reserved by, and contained in, this Lease to be paid and performed by the Tenant, the Landlord leases the Premises to the Tenant from and including the Term Commencement Date for the Term paying the Rents to the Landlord in accordance with clause 4. If at least six (6) months before the expiry of the Term the Tenant shall give to the Landlord written notice requesting a renewal of this Lease, the Landlord shall grant to the Tenant a further lease of the Premises for a further term from the date of expiry of the Lease, at a rent and on such terms and conditions as may be agreed between the Landlord and the Tenant. In the event of the parties failing to agree the terms on which the Lease is to be renewed before the expiry of the Term, the Tenant shall vacate the Premises at the expiry of the Term. In the case of earlier termination, a paid notice period of six months ending with the running contractual year shall be given failing which rent for the shortfall in notice period will have to be paid by the Tenant.

3.2 Covenants, easements etc

This Lease is granted subject to any rights, easements, reservations, privileges, covenants, restrictions, stipulations and other matters of whatever nature affecting the Premises.

3.3 No implied easements

Nothing contained in this Lease shall confer on, or grant to, the Tenant any easement, right or privilege, other than any expressly granted by this Lease.

3.4 Encroachments and easements

The Tenant shall not permit any encroachment or easement to be made or acquired into, on or over the Premises or any part of them. If any person shall attempt to make or acquire any encroachment or easement whatsoever, the Tenant shall give written notice of that fact to the Landlord immediately it shall come to the notice of the Tenant and, at the request of the Landlord but at the cost of the Tenant, adopt such means as may be reasonably required by the Landlord for preventing any encroachment or the acquisition of any easement.

3.5 Covenants relating to other property

Nothing contained in, or implied by, this Lease shall give the Tenant the benefit of, or the right to enforce or prevent the release or modification of, any covenant or agreement entered into by any tenant of the Landlord in respect of any property not comprised in this Lease.

3.6 Rights of entry by Landlord

3.6.1 The Tenant shall permit the Landlord with all necessary materials and appliances to enter and remain on the Premises:-

- (a) for the purpose of repairing any Adjoining Premises;
- (b) to examine the condition of the Premises and to take details of the landlord's fixtures in them;
- (c) to exercise any of the rights excepted and reserved by this Lease; and
- (d) for any other purpose connected with the interest of the Landlord in the Premises.

3.6.2 In the event of any emergency whatsoever at the Free Zone and if required by the Landlord, the Tenant shall allow free entry on and across the Premises for personnel of the Landlord and other persons authorised by the Landlord and for any emergency personnel.

3.7 Landlord's Covenants

Covenants on the part of the Landlord are covenants to do or not to do that which is covenanted for so long only as the Landlord remains entitled to the reversion immediately expectant on the determination of the Term.

3.8 Terms of entry by Landlord

In exercising any of the rights mentioned in clause 3.6, the Landlord or the person exercising the right shall:-

- 3.8.1 give to the Tenant reasonable prior notice that the right to be exercised and shall only exercise it at reasonable times (except in an emergency, when no notice need be given and when it can be exercised at any time);
- 3.8.2 cause as little inconvenience as practicable to the Tenant or any other permitted occupier of any part of the Premises; and

- 3.8.3 make good, as soon as practicable and to the reasonable satisfaction of the Tenant, any damage caused to the Premises.

SECTION 3 FINANCIAL PROVISIONS

4. RENTS

4.1 Tenant's obligation to pay

The Tenant covenants to pay to the Landlord at all times during the Term:-

4.1.1 yearly, and proportionately for any fraction of a year, the Initial Rent and from and including each Rent Review Date, such yearly rent as shall become payable under clause 5; and

4.1.2 the Outstanding Amount

4.2 Dates of payment of Principal Rent

The Principal Rent shall be paid in one instalment annually, in advance;

4.3 Method of payment of Principal Rent

The Principal Rent shall be paid in such manner as the Landlord may, from time to time, determine so that the Landlord shall receive full value in cleared funds on the date when payment is due.

4.4 Dates of payment of Outstanding Amount

The Outstanding Amount shall be paid on demand.

4.5 No right of set-off

The Tenant shall not exercise any rights of set-off, deduction, abatement or counter claim which it may have to reduce its liability for Rents.

5. RENT REVIEW

5.1 Review

The Principal Rent shall be reviewed at each Review Date and from and including each Review Date the Principal Rent shall equal the Revised Rent.

5.2 Memoranda of reviewed rent

Within ten (10) Working Days after the Revised Rent has been determined, memoranda recording that fact shall be prepared by the Landlord or its solicitors and shall be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and its counterpart. The parties shall each bear their own costs in relation to the preparation and signing of such memoranda.

6. LATE PAYMENT FEE

6.1 Late payments fee

Without prejudice to any other right, remedy or power contained in this Lease or otherwise available to the Landlord, if any of the Rents (whether formally demanded or not) or any other sum of money payable to the Landlord by the Tenant under this Lease shall not be paid so that the Landlord receive full value in cleared funds:-

6.1.1 in the case of the Principal Rent, on the date when payment is due (or, if the due date is not a Working Day, the next Working Day after the due date); or

6.1.2 in the case of any other Rents or sums, within five (5) Working Days of the date when payment is due the Tenant shall pay a late payments fee on such Rents and/or sums at the Prescribed Rate from and including the date when payment was due to the date of payment to the Landlord (both before and after any judgement).

6.2 Refused payments fee

Without prejudice to any other right, remedy or power contained in this Lease or otherwise available to the Landlord, if the Landlord shall decline to accept any of the Rents so as not to waive any existing breach or alleged breach of covenant, the Tenant shall pay a refused payments fee on such Rent at the Prescribed Rate from and including the date when payment was due (or, where applicable, would have been due if demanded on the earliest date on which it could have been demanded) to the date when payment is accepted by the Landlord.

7. OUTGOINGS

7.1 Tenant's obligation to pay

The Tenant shall pay, or indemnify the Landlord against, all existing and future rates, duties, charges, assessments, impositions and other outgoing whatsoever (whether governmental, municipal, local or of any other description and whether or not of a capital or non-recurring nature or of a wholly novel character) which are now or may at any time during the Term be charged, levied, assessed or imposed upon, or payable in respect of, the Premises or upon the owner or occupier of them and, in the absence of a direct assessment on the Premises, shall pay to the Landlord a fair proportion (to be determined by the Landlord) of any such outgoing.

7.2 Costs of services etc.

The Tenant shall:-

7.2.1 pay all charges for electricity, gas and water consumed in the Premises, including any connection and hiring charges and meter rents; and

7.2.2 perform and observe all present and future regulations and requirements of the electricity, gas and water supply companies or bodies in respect of the supply and consumption of electricity, gas and water on the Premises.

- 7.3 **Sewage Charges**
The Tenant shall arrange and pay for garbage/sewage removal (by the contractor approved and designated by the Landlord from his premises or pay the expenses incurred by the Landlord on demand for the said waste removal.
- 7.4 **Common facilities**
The Tenant shall pay to the Landlord, within ten (10) Working Days of written demand, a fair proportion (to be reasonably determined by the Landlord) of all reasonable costs and expenses properly expended or incurred by the Landlord in repairing, maintaining, decorating, cleaning, lighting, making, laying or rebuilding, as the case may be, any forecourts, passages, pavements, roads, ways, party walls or fences, party structures, Conduits or other conveniences and easements whatsoever which may belong to, or be capable of being used or enjoyed by, the Premises in common with any Adjoining Property and, in default of payment, such costs and expenses shall be recoverable as rent in arrear.
8. **LANDLORD'S COSTS**
Within ten (10) Working Days of written demand, the Tenant shall pay, or indemnify the Landlord against, all reasonable costs, fees, charges, disbursements and expenses properly incurred by the Landlord, including those payable to solicitors, counsel, surveyors, architects and bailiffs:-
- 8.1 in relation to, or in contemplation of, the preparation and service of all notices and schedules relating to any wants of repair, whether served during or after the expiration of the Term (but relating in all cases only to such wants of repair which accrued not later than the expiration or earlier determination of the Term);
- 8.2 in connection with the recovery or attempted recovery of arrears of rent or other sums due from the Tenant, or in procuring the remedying of the breach of any covenant by the Tenant;
- 8.3 in relation to any application for consent required or made necessary by this Lease (such costs to include reasonable management fees and expenses) whether or not it is granted (except in cases where the Landlord is obliged not to withhold its consent unreasonably and the withholding of its consent is held to be unreasonable), or the application is withdrawn; and
- 8.4 in accordance with the settling, amending and termination of this Lease and the costs and disbursements of the Landlord's agents incurred in connection with the approval of the Tenant's plans and specifications and any amendment thereto.
- SECTION 4
TENANT'S WORKS**
9. **TENANT'S WORKS**
- 9.1 **Submission of drawings for approval**
The Tenant shall, within four (4) weeks after the date of this Lease and at its cost, prepare and submit to the Landlord four (4) sets of drawings and a specification of the Tenant's Works for approval by the Landlord in accordance with the procedure laid down in the Planning Regulations.
- 9.2 **Consents to be obtained**
The Tenant shall make such amendments to such drawings and specifications as the Landlord shall require and, immediately upon such approval being obtained, the Tenant shall apply for, and use best endeavors to obtain without delay, all consents necessary for the carrying out of the Tenant's Works.
- 9.3 **Commencement and completion of works and Operations**
The Tenant's Works shall be carried out in a good and workmanlike manner with good quality materials in all respects to the reasonable satisfaction of the Landlord and in accordance with all necessary consents. The works shall commence within a reasonable time not later than 6 months from the date of commencement of the Lease and shall be completed for operation within a reasonable time not exceeding 1 year. Non-compliance with this shall give the landlord the right to terminate the lease which shall include the right to terminate and repossess part of the non-constructed plots within a lease after 2 notices and the provisions of clause 26.1 of these Terms and Conditions shall then apply.
- 9.4 **Tenant to give notice of starting works**
The Tenant shall give written notice to the Landlord of the proposed date of commencement of the Tenant's Works at least five (5) Working Days prior to commencing any works at the Premises.
- 9.5 **Tenant to comply with requirements**
The Tenant shall comply with all reasonable requirements of the Landlord as to the method of carrying out the Tenant's Works with a view to minimizing disruption to other works at the Free Zone.
- 9.6 **No obstruction to be caused**
The Tenant shall not, in the course of carrying out the Tenant's Works, cause or permit any damage to, or obstruction or interference with, any works being carried out by the Landlord or any third party on any Adjoining Property.
- 9.7 **Not to use common areas**
The Tenant shall not be entitled, without obtaining the Landlord's prior written consent, to use or permit to be used any of the estate or service roads or other common areas on the Free Zone for the Tenant's Works.
- 9.8 **Pollution**
The Tenant shall not allow any dust, smoke, noise or other emission from the Premises to cause a nuisance or inconvenience to other activities or uses at the Free Zone. The Tenant shall at all times comply with the Environmental Regulations.

- 9.9 **Works to be confined to Premises**
The Tenant shall ensure that the Tenant's Works are confined to the Premises and in the event of any materials or works being left outside the Premises, the Landlord shall be entitled, at its discretion, to remove them without being liable for any damage or loss and the Tenant shall, on demand, reimburse the Landlord with the cost of such removal.
- 9.10 **Indemnity by Tenant**
The Tenant shall keep the Landlord indemnified from and against any breach or non-performance of any conditions which may be imposed by HFZ Engineering and Construction Unit or building regulations relating to the Tenant's Works and against any claim by an adjoining owner or occupier or member of the public or other person arising out of, or incidental to, the execution of the Tenant's Works and from any loss, damage or expense suffered by the Landlord resulting from the carrying out of the Tenant's Works or delays caused by them to the completion of the Landlord's Works or other works at the Free Zone.
- 9.11 **Tenant's Works not to constitute improvements**
The Tenant's Works shall not constitute or be deemed to be improvements in respect of which any claim for compensation shall at any time be made by the Tenant.

SECTION 5 REPAIRS, ALTERATIONS AND SIGNS

10. **REPAIRS, DECORATION, ETC.**
- 10.1 **Repairs**
The Tenant shall:-
10.1.1 fence the Premises (and maintain such fence) in a manner as approved by the HFZ Authority;
10.1.2 repair and keep in good and substantial repair and condition the Premises and, as often as may be necessary, reinstate, rebuild or renew each part of them; and
10.1.3 as and when necessary, replace any of the Landlord's fixtures and fittings which may be or become beyond repair with new ones which are similar in type and quality.
- 10.2 **External decorations**
The Tenant shall:-
10.2.1 in every External Decoration Year and also during the last six (6) months of the Term (whether determined by passage of time or otherwise) in a good and workmanlike manner prepare and decorate with at least two coats of good quality paint and in colours to be approved in writing by the Landlord (such approval not to be unreasonably withheld), or otherwise treat, as appropriate, all external parts of the Premises;
10.2.2 as often as reasonably necessary, clean, make good and restore and, where appropriate, treat with suitable preservative any external cladding, brickwork, concrete, stonework or other finish of the Premises.
- 10.3 **Plant and machinery**
The Tenant shall keep all lifts, boilers and air conditioning plant, sprinklers, window cleaning cradles and other plant, machinery, apparatus and equipment in the Premises properly maintained and in good working order and condition and for that purpose shall:-
10.3.1 employ such reputable contractors as may be approved by the Landlord, such approval not to be unreasonably withheld, regularly to inspect, maintain and service them;
10.3.2 renew or replace all working and other parts as and when necessary;
10.3.3 ensure, by directions to the Tenant's staff and otherwise, that such plant and machinery is properly operated.
- 10.4 **Cleaning**
The Tenant shall:-
10.4.1 keep the Premises in a clean and tidy condition;
10.4.2 at least once in every month properly clean both sides of the windows or window frames and all other glass in the Premises.
- 10.5 **Landlord's right to decorate and repair when Tenant in Default**
In the event of the Tenant failing to fulfill its obligations under this Clause, the Landlord shall be entitled to have the Premises decorated and repaired at the cost of the Tenant.
11. **YIELD UP**
- 11.1 **Reinstatement of Premises**
Immediately prior to the expiration or earlier determination of the Term, the Tenant shall at its cost:-
11.1.1 replace any of the landlord's fixtures and fittings which shall be missing, damaged or destroyed, with new ones of similar kind and quality or (at the option of the Landlord) pay to the Landlord the cost of replacing any of them;
11.1.2 remove from the Premises any sign, writing or painting of the name or business of the Tenant or any occupier of them and all tenant's fixtures, fittings, furniture and effects and make good, to the reasonable satisfaction of the Landlord, all damage caused by such removal;
11.1.3 if so required by the Landlord, but not otherwise, remove and make good any alterations or additions made to the Premises during the Term, and well and substantially reinstate the Premises in such manner as the Landlord shall direct and to the Landlord's reasonable satisfaction.

- 11.2 **Yielding up in good repair**
 At the expiration or earlier determination of the Term, the Tenant shall quietly yield up the Premises to the Landlord together with all additions and improvements made thereto in the meantime and all fixtures and fittings thereon (trade or Tenant's Fixtures and Fittings as defined below only excepted subject to the Tenant making good all damage to the Premises occasioned by removal of such Fixtures and Fittings) and in such state and condition as shall in all respect be consistent with the full and due performance by the Tenant of the covenants on its part herein contained. The term "**Tenant's Fixtures and Fittings**" shall mean:
 11.2.1 articles and items of equipment which have been attached to the Premises for the purposes of trade, which can be removed without material injury to the Premises; and
 11.2.2 any other items annexed to the Premises by the Tenant not for the permanent improvement of the premises but for temporary purposes, which can be removed entirely and without material injury to the Premises;
 in good and substantial repair and condition and in accordance with the covenants by the Tenant contained in this Lease.
12. **COMPLIANCE WITH NOTICES**
 12.1 **Tenant to remedy breaches of covenant**
 Whenever the Landlord shall give written notice to the Tenant of any defects, wants of repair or breaches of covenant, the Tenant shall, within sixty (60) days of such notice, or sooner if requisite, make good such defects or wants of repair and remedy the breach of covenant to the reasonable satisfaction of the Landlord.
 12.2 **Failure of Tenant to repair**
 If the Tenant shall fail within fifteen (15) Working days of such notice, or as soon as reasonably possible in the case of emergency, to commence and then diligently and expeditiously to continue to comply with such notice, the Landlord may enter the Premises and carry out, or cause to be carried out, any of the works referred to in such notice and all costs and expenses incurred as a result shall be paid by the Tenant to the Landlord on demand and, in default of payment, shall be recoverable as rent in arrear.
13. **ALTERATIONS**
 13.1 **No structural alterations**
 The Tenant shall not:-
 13.1.1 erect any new building or new structure on the Premises;
 13.1.2 alter or change the height, elevation or external design or appearance of the Premises;
 13.1.3 merge the Premises with any Adjoining Property;
 13.1.4 alter, cut into or remove any of the principal or load-bearing walls, floors, beams or columns of the Premises; or
 13.1.5 make any other alteration or addition of a structural nature to the Premises, unless the Tenant has obtained the prior written consent of the Landlord.
 13.2 **No alterations to landlord's fixtures**
 The Tenant shall not make any alteration or addition to any of the landlord's fixtures or to any of the Conduits in the Premises without the prior written consent of the Landlord.
 13.3 **Non-structural alterations**
 The Tenant shall not make any alteration or addition of a non-structural nature to the Premises without the prior written consent of the Landlord.
 13.4 **Covenants by Tenant**
 The Tenant shall enter into such covenants as the Landlord may require regarding the execution of any works to which the Landlord consents under this clause, and the reinstatement of the Premises at the end or earlier determination of the Term.
14. **SIGNS, ADVERTISEMENTS AND PRESS RELEASES**
 The Tenant shall not erect or display on the exterior of the Premises or in the windows of them so as to be visible from the exterior, any advertisement, poster, notice, pole, flag, aerial, satellite dish or any other sign or thing, without the prior written approval of the Landlord to the size, style and position and the materials to be used, such approval not to be unreasonably withheld.
 The Tenant shall submit a draft and obtain from the landlord prior written approval, which shall not be unreasonably withheld, for any press releases or media coverage related to any Project or development in the Free Zone.

**SECTION 6
 USE**

15. **USE OF PREMISES**
 15.1 **Permitted use**
 The Tenant shall not use the Premises or any part of them except for the Permitted Use.
 15.2 **Tenant not to leave Premises unoccupied**
 The Tenant shall not leave the Premises continuously unoccupied for more than thirty (30) days without notifying the Landlord and providing, or paying for, such caretaking or security arrangements as the Landlord shall reasonably require in order to protect the Premises from vandalism, theft or unlawful occupation.

- 15.3 **Details of keyholders**
The Tenant shall ensure that, at all times, the Landlord has particulars of the name, home address and home telephone number of at least two keyholders of the Premises.
- 15.4 **Keys to be given to Landlord**
The Tenant shall provide the Landlord with a set of keys to the Premises to enable the Landlord or its agents and others authorized by the Landlord to enter the Premises for security purposes or in cases of emergency.
16. **USE RESTRICTIONS**
The Tenant shall perform and observe the obligations set out in **Schedule2** .
17. **EXCLUSION OF WARRANTY AS TO USER**
17.1 **No warranty by Landlord**
Nothing contained in this Lease, or in any consent or approval granted by the Landlord under this Lease, shall imply or warrant that the Premises may be used for the purpose permitted by this Lease or any purpose subsequently permitted.

SECTION 7 DISPOSALS

18. **ASSIGNMENT AND UNDERLETTING**
18.1 Subject to Clause 18.2, the Tenant shall not assign, charge, underlet or part with possession or share the occupation of, or permit any person to occupy, or create any trust in respect of the Tenant's interest in, the whole or any part of the Premises.
- 18.2 Tenant may assign the Premises (but not any part thereof), subject to the prior written consent of the Landlord, which shall not be unreasonably withheld in the case of a dealing with the Premises to a company of (in the Landlord's opinion) at least equal financial status to that of the Tenant and shall be effected by terminating the lease and signing a new lease with new rates. The change in the lease rate shall also be applied at the time when any ownership changes in Hamriyah Free Zone incorporated companies, partially or fully, during the lease term or any extensions. No lease assignment shall be permitted if there is no constructed facility on the land. The Landlord shall also have the right to charge a transfer fee based on the valuation of the assets on the premises. If the asset valuation declared by the Tenant, in the opinion of the Landlord is below the market price of the assets being transferred, the Landlord shall have the right to purchase such assets at the value already declared by the Tenant.
- 18.3 Sublease of the premises shall not normally be permitted. In the case of exceptions this shall be approved to sister companies only subject to charges and procedures to be decided by the landlord from time to tome.
19. **REGISTRATION OF DISPOSITIONS**
Within fifteen (15) Working Days of every assignment of the Premises, the Tenant shall provide the Landlord with a copy (certified as true) of the instrument or other document evidencing or effecting such disposition and, on each occasion, shall pay to the Landlord a fee which will be determined by the landlord at that time.

SECTION 8 LEGAL REQUIREMENTS

20. **STATUTORY REQUIREMENTS**
20.1 **Tenant to comply with statutes**
The Tenant shall, at its expense, comply in all respects with all laws, decrees, regulations and orders, whether governmental, municipal, local or otherwise from time to time in force, now in force or which may, after the date of this Lease, be in force relating to the Premises or the business being carried on from time to time at the Premises and shall indemnify the Landlord on demand against all actions, proceedings, claims, demands, losses, expenses, damages and liability whatsoever in respect of any non-compliance.
- 20.2 **Tenant to execute necessary works**
The Tenant shall execute all works and provide and maintain all arrangements on or in respect of the Premises or their use which are required by any law now in force or which may after the date of this Lease be in force or by any government department, local, public or other competent authority or court of competent jurisdiction acting under or in pursuance of any statute, whether any of the same are required to be carried out by the landlord, tenant or occupier, and shall indemnify the Landlord against all costs, charges, fees and expenses of, or incidental to, the execution of any works or the provision or maintenance of any arrangements so required.
- 20.3 **Tenant to refrain from certain acts**
The Tenant shall not do, or omit to be done, in or near the Premises, any act or thing by reason of which the Landlord may, under any law, incur or have imposed upon it, or become liable to pay, any damages, compensation, costs, charges, expenses or penalty.

21. **COMPLIANCE WITH FREE ZONE RULES AND REGULATIONS**

21.1 **Tenant's obligation to comply**

The Tenant shall comply in all respects with the Planning Regulations and shall indemnify the Landlord on demand against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability whatsoever in respect of any non-compliance.

21.2 **Tenant to carry out works before end of Term**

Unless the Landlord shall otherwise direct in writing, the Tenant shall carry out and complete before the expiration or earlier determination of the Term any Works begun upon the Premises.

21.3 **Plans etc. to be produced**

The Tenant shall produce to the Landlord on demand all plans, documents and other evidence as the Landlord may reasonably require in order to satisfy itself that this clause has been complied with.

21.4 **Planning conditions**

Where a Works Permit for Works has been granted subject to conditions, the Landlord shall be entitled, where it is reasonable to do so, to require the Tenant to provide security for compliance with such conditions, and the Tenant shall not commence the Works until security shall have been provided to the reasonable satisfaction of the Landlord.

21.5 **Environmental, Health and Safety Regulations**

The Tenant shall comply in all respects with the Environmental Regulations including particularly those related to UAE Federal Law No. (24) of 1999 for the Protection and Development of the Environment and the rules, regulations and guidelines issued there under by UAE Environmental Agency or any ministerial orders, Hamriyah Free Zone and Sharjah Municipality rules and regulations and shall indemnify the Landlord on demand against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability whatsoever in respect of any non-compliance.

The Tenant shall also comply in all respects with the other applicable Ministerial Laws on Safety and Health, applicable Sharjah Municipality rules and Regulations, Directorate of Sharjah Civil Defense Safety Department and shall indemnify the Landlord on demand against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability whatsoever in respect of any non compliance.

Any handling of chemicals including those in General Trading shall comply with all relevant rules and be registered with the UAE Ministry of Health. Federal Law No. 4 of 1983 and periodical revisions shall be applicable.

21.6 **General Compliance**

The Tenant shall comply in all respects with all Implementing Rules and Regulations issued by HFZ Authority (as amended from time to time) and all Free Zone Circulars issued pursuant thereto and shall indemnify the Landlord on demand against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability whatsoever in respect of any non compliance.

21.7 **Compliance with Licence, Lease Conditions & Violations**

The Tenant shall obtain and pay for during each year of the Term a Licence and all other approvals and consents necessary to operate in the Free Zone. Failure to operate from the Premises to the reasonable satisfaction of the Landlord as well as any violation of the terms and the provisions of the lease shall cause this Lease to be terminated after 3 notices and the provision of clause 26.1 of these Terms and Conditions shall then apply. The Tenant shall comply in all respects with the terms of the licences held by the Tenant and shall indemnify the Landlord on demand against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability whatsoever in respect of any non compliance.

22. **LEGAL NOTICES**

The Tenant shall:-

22.1 within five (5) Working Days (or sooner if necessary having regard to the requirements of the notice or order in question or the time limits stated in it) of receipt of any notice or order or proposal for a notice or order given to the Tenant and relevant to the Premises or any occupier of them by any government department, local, public or other competent authority or court of competent jurisdiction, provide the Landlord with a true copy of it and any further particulars required by the Landlord;

22.2 without delay, take all necessary steps to comply with the notice or order so far as the same is the responsibility of the Tenant; and

22.3 at the request of the Landlord but at the cost of the Tenant, make or join with the Landlord in making such objection, complaint, representation or appeal against or in respect of any such notice, order or proposal as the Landlord shall deem expedient.

23. **FIRE PRECAUTIONS AND EQUIPMENT**

23.1 **Compliance with requirements**

The Tenant shall comply with the requirements and recommendations of the insurers of the Premises and the requirements of the Landlord in relation to fire precautions affecting the Premises.

23.2 **Fire fighting appliances to be supplied**
The Tenant shall keep the Premises equipped with such fire fighting appliances as shall be required by any law, or the insurers of the Premises, or as shall be required by the Landlord (or, at the Landlord's option, the Tenant shall pay to the Landlord on demand the cost of providing and installing any such appliances) together with such special fire fighting appliances as shall be appropriate in all the circumstances having regard to the nature of the activity being carried on by the Tenant at the premises and the Tenant shall keep such appliances open to inspection and maintained to the reasonable satisfaction of the Landlord.

23.3 **Access to be kept clear**
The Tenant shall not obstruct the access to, or means of working, any fire fighting appliances or the means of escape from the Premises in case of fire or other emergency.

24. **DEFECTIVE PREMISES**
Immediately upon becoming aware of the same, the Tenant shall give written notice to the Landlord of any defect in the Premises and shall display and maintain in the Premises all notices which the Landlord may, from time to time, reasonably require to be displayed in relation to any such matters.

SECTION 9 INSURANCE

25. INSURANCE PROVISIONS

25.1 Tenant to insure

The Tenant shall insure in the joint name of the Landlord and the Tenant and keep insured with an insurance company approved by the Landlord:-

25.1.1 the Premises in their Full Reinstatement Cost against loss or damage by the Insured Risks;

25.1.2 explosion of any engineering and electrical plant and machinery to the extent that the same is not covered by clause 25.1.1; and

25.1.3 workmen's compensation liability, loss of rent, losses incurred by tenants or users of adjoining or neighbouring premises and the Landlord attributable to any act done or not done on the Premises and any other third party liability and such other insurances as the Landlord may, from time to time, require the Tenant to effect.

25.2 Full Reinstatement Cost

In this clause, "**Full Reinstatement Cost**" means the full cost of reinstating the Premises at the time when such reinstatement is likely to take place, having regard to any possible increases in building costs, and including the cost of demolition, shoring up, site clearance, ancillary expenses and architects', surveyors' and other professional fees and any necessary Tax.

25.3 Landlord's fixtures

The Tenant shall notify the Landlord in writing of the full reinstatement cost of any fixtures and fittings installed at any time by the Tenant and which may become landlord's fixtures and fittings for the purpose of enabling the Landlord to ensure that the Tenant has effected adequate insurance cover for them.

25.4 Insurance valuations

The Tenant shall pay on demand the costs from time to time of any insurance valuations carried out by the Landlord in respect of the Premises at such periods as the Landlord may reasonably consider appropriate.

25.5 Damage to the Premises

If the Premises or any part of them shall be damaged or destroyed by any of the Insured Risks then the Tenant shall lay out the net proceeds of such insurance received by the Tenant in respect of such damage, in the reinstatement and rebuilding of the part of the Premises so damaged or destroyed substantially as it was prior to any such damage or destruction and shall make good any deficiency out of its own money.

25.6 Payment of insurance money refused

If payment of any insurance money is refused as a result of some act or default of the Tenant, any undertenant or occupier of any part of the Premises or any of their respective agents, licensees, visitors or contractors or any person under the control of any of them, the Tenant shall pay to the Landlord, on written demand, the amount so refused with a late payment fee on that amount at the Prescribed Rate from and including the date of such refusal to the date of payment by the Tenant.

25.7 Benefit of other insurances

If the Tenant shall become entitled to the benefit of any insurance covering any part of the Premises which is not effected or maintained in pursuance of the obligations contained in this Lease, the Tenant shall apply any money received from such insurance (in so far as it extends) in making good the loss or damage in respect of which it shall have been received.

25.8 Insurance becoming void

The Tenant shall not do, or omit to do:-

28.8.1 anything which could cause any policy of insurance covering the Premises or any Adjoining Property owned by the Landlord to become wholly or partly void or voidable; or

25.8.2 anything whereby any abnormal or loaded premium may become payable in respect of the policy, unless the Tenant has previously notified the Landlord and agreed to pay the increased premium

and, in any event, the Tenant shall pay to the Landlord on written demand all expenses incurred by the Landlord in renewing any such policy.

25.9 **Requirements of insurers**
The Tenant shall, at all times, comply with any requirements and recommendations of the insurers of the Premises so far as the same are known by the Tenant.

25.10 **Notice by Tenant**
The Tenant shall give notice to the Landlord immediately on the happening of any event or thing which might affect any insurance policy relating to the Premises.

SECTION 10 DEFAULT OF TENANT AND RIGHTS OF RE-ENTRY

26. DEFAULT OF TENANT

26.1 Re-entry

Without prejudice to any other right, remedy or power contained in this Lease or otherwise available to the Landlord, on or at any time after the happening of any of the events mentioned in clause 26.2 the Landlord may re-enter the Premises or any part of them in the name of the whole, and the Term shall then end, but without prejudice to any claim which the Landlord may have against the Tenant for any previous breach of covenant or sum previously accrued due.

26.2 Events of default

The events referred to in clause 26.1 are the following:-

26.2.1 if the Rents or any part of them shall be unpaid for ten (10) Working Days after becoming payable (whether formally demanded or not); or

26.2.2 if any of the covenants by the Tenant contained in this Lease shall not be performed and observed; or

26.2.3 if the Tenant, for the time being, and/or the Guarantor (if any) (being a body corporate):-

(a) calls, or a nominee on its behalf calls, a meeting of any of its creditors; or

(b) shall enter into liquidation whether compulsory or voluntarily; or

(c) takes any steps to wind itself up; or

(d) shall cease for any reason to maintain its corporate existence.

26.2.4 if the Tenant, for the time being, being an individual shall become bankrupt or make any arrangement or composition with his creditors; or

26.2.5 if analogous proceedings or events to those referred to in this clause shall be instituted or occur in relation to the Tenant, for the time being; or

26.2.6 if the Tenant, for the time being, suffers any distress or execution to be levied on the Premises which is not discharged in full within twenty one (21) days after the levy has been made; or becomes unable to pay its debts as and when they fall due; or

26.2.7 if the Tenant, for the time being, is in breach of clause 9.3 and 21 of this Lease.

26.2.8 if the Tenant underlets with or without consideration whole or any part of the Premises without written permission from the landlord.

26.3 Repossession upon Default

Upon re-entry and repossession of the plot after due notices to the Tenant the Landlord shall, without the requirement of any additional legal procedures

(a) arrange an inventory of the assets including structures on the land;

(b) arrange an auction of the assets at the best market price, all reasonable measures to ensure this to be undertaken by the Landlord;

(c) Set off the sale amount against the Landlord's costs of repossession and sale and then against outstanding amounts;

(d) Credit any excess amount to the Tenant's account with Landlord for him to claim.

(e) Initiate legal proceedings against the Tenant for any outstanding balance due from him

The landlord shall exercise utmost care and caution in the sale process as if it is his own assets.

SECTION 11 MISCELLANEOUS

27. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant, paying the Rents and performing and observing the covenants on the part of the Tenant contained in this Lease, shall and may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming through, under, or in trust for it.

28. EXCLUSION OF IMPLIED COVENANTS BY LANDLORD

Any covenants on the part of the Landlord which would otherwise be implied by law are hereby expressly excluded.

29. RELETING NOTICES

The Tenant shall permit the Landlord, at all reasonable times during the last six (6) months of the Term, to enter the Premises and affix and retain, without interference, on any suitable parts of them (but not so as materially to affect the access of light or air to the Premises) notices for reletting them and the Tenant shall not remove or obscure such notices and shall permit all persons with the written authority of the Landlord to view the Premises at all reasonable hours in the daytime, upon prior appointment having been made.

30. **SECURITY**
The Tenant shall strictly observe and abide by and use its best endeavours to ensure that employees of the Tenant and visitors to the Premises strictly observe and abide by the rules and regulations from time to time laid down by the landlord for the security of the Free Zone and all applicable traffic and safety regulations.
31. **DISCLOSURE OF INFORMATION**
Upon making any application or request in connection with the Premises or this Lease, or upon written request by the Landlord from time to time, the Tenant shall disclose to the Landlord such information as the Landlord may reasonably require and, whenever the Landlord shall reasonably request, the Tenant shall supply full particulars of all occupations and derivative interests in the Premises, however remote or inferior.
32. **INDEMNITY**
The Tenant shall keep the Landlord fully indemnified from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising in any way directly or indirectly out of:-
32.1 any act, omission, neglect or default of the Tenant or any persons in the Premises expressly or impliedly with the Tenant's authority; or
32.2 any breach of any covenant by the Tenant contained in this Lease.
33. **REPRESENTATIONS**
The Tenant acknowledges that this Lease has not been entered into in reliance, wholly or partly, on any statement or representation made by, or on behalf of, the Landlord, except any such statement or representation that is expressly set out in this Lease.
34. **EFFECT OF WAIVER**
Each covenant by the Tenant shall remain in full force even though the Landlord may have waived or released it temporarily or waived or released (temporarily or permanently, revocably or irrevocably) a similar covenant affecting other property belonging to the Landlord.
35. **NOTICES**
All correspondence shall be sent to the parties at the address set out in the Agreement or such addresses as may be notified by the parties:
Any such notice, communication or demand given shall be deemed to have been received at the time of confirmed delivery.
36. **GOVERNING LAW**
This Lease shall be governed by and construed in accordance with the laws in force from time to time in the Emirate of Sharjah.

SCHEDULE 1: EXCEPTIONS AND RESERVATIONS

1. There are excepted and reserved to the Landlord and the tenants and occupiers of any Adjoining Property and all other persons authorised by the Landlord or having similar rights:-
- 1.1 the right to the passage and running of the Utilities through any relevant Conduits which are now, or may at any time be in, under, or over the Premises;
- 1.2 the right to enter the Premises in order to:-
1.2.1 inspect, clean, maintain, repair, connect, remove, lay, renew, relay, replace, alter or execute any works whatsoever to, or in connection with, any of the Conduits or any other services;
1.2.2 execute repairs, decorations, alterations or any other works, and to make installations to, any Adjoining Property; or
1.2.3 do anything which the Landlord may do under this Lease.
- 1.3 the right to erect scaffolding for the purpose of repairing or cleaning any building now, or after the date of this Lease, erected on any Adjoining Property, or in connection with the exercise of any of the rights mentioned in this Schedule even though such scaffolding may temporarily restrict the access to, or enjoyment or use of, the Premises;
- 1.4 any rights of light, air, support, protection and shelter or other easements and rights now, or after the date of this Lease, belonging to, or enjoyed by, any Adjoining Property;
- 1.5 full right and liberty at any time after the date of this Lease to raise the height of, or make any alterations or additions or execute any other works to, any buildings on any Adjoining Property, or to erect any new buildings of any height on any Adjoining Property in such manner as the Landlord or the person exercising the right shall think fit and even though they may obstruct, affect or interfere with the amenity of, or access to, the Premises or the passage of light and air to the Premises, but not so that the Tenant's use and occupation of them is materially affected;
- 1.6 the right:-
1.6.1 to build on to or into any boundary or party wall of the Premises;
1.6.2 after giving not less than seven (7) days' written notice, to enter the Premises to place and lay in, under or on them such footings for any intended party structure or party wall with such foundations for it as the Landlord may reasonably think necessary;
1.6.3 for that purpose, to excavate the Premises along the line of the junction between the Premises and any Adjoining Property; and
1.6.4 to keep and maintain those footings and foundations.

SCHEDULE 2: USE RESTRICTIONS

1. **Dangerous materials and use of machinery**

The Tenant shall not:-

1.1 keep in the Premises any article or thing which is or may become combustible, dangerous, explosive, inflammable, offensive or radio-active, or which might increase the risk of fire explosion, other than reasonable quantities of oil required for the operation of any boiler, plant, machinery, equipment and apparatus which shall be stored in accordance with the requirements of any statute affecting the Premises and of any insurer of them;

1.2 keep or operate in the Premises any machinery which is unduly noisy or causes vibration, or which is likely to any or disturb any owner or occupier of any Adjoining Property.

2. **Overloading floors and services**

The Tenant shall not:-

2.1 overload the floors of the Premises nor suspend any excessive weight from any ceiling, roof, stanchion, structure of wall of them nor overload any Utility in or serving them;

2.2 do anything which may subject the Premises to any strain beyond that which they are designed to bear (with due margin for safety), and shall pay to the Landlord, on written demand, any expense reasonably incurred by the Landlord in obtaining the opinion of a qualified structural engineer as to whether the structure of the Premises is being, or is about to be, overloaded;

2.3 exceed the weight limits prescribed for any lift in the Premises.

3. **Discharge into Conduits**

The Tenant shall not discharge into any Conduit any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger, or which might damage any Conduit or the drainage system of the Premises or any Adjoining Property or which in the Landlord's opinion is detrimental to the use and development of the Free Zone.

4. **Disposal of refuse**

The Tenant shall not deposit on any part of the Premises any refuse, rubbish or trade empties of any kind other than in proper receptacles, and shall not burn any refuse or rubbish on the Premises. The Tenant shall ensure that all waste of whatsoever nature is treated prior to disposal in a manner approved by the Landlord. The Tenant shall keep the Premises free from pollution of any kind.

5. **Obstruction of common areas**

The Tenant shall not do anything as a result of which any forecourt, path, road or other area over which the Tenant may have rights of access or use may be damaged, or their fair use by others may be obstructed in any way and shall not park any vehicle on any road or open area forming part of the Premises [other than in any approved parking area].

6. **Prohibited uses**

The Tenant shall not use the Premises for any public or political meeting, or public exhibition or public entertainment, show or spectacle; or for any dangerous, noisy, noxious or offensive business, occupation or trade; or for any illegal or immoral purpose; or for residential or sleeping purposes; or for betting, gambling, gaming or wagering; or as a betting office; or as a club; or for the sale of any beer, wines or spirits; or for any auction.

7. **Nuisance**

The Tenant shall not:-

7.1 do anything in the Premises which may be or become a nuisance, or which may cause annoyance, damage, disturbance or inconvenience to, the Landlord or any owner or occupier of any Adjoining Property, or which may be injurious to amenity, character, tone or value of the Premises;

7.2 play any musical instrument, or use any loudspeaker, radio, tape recorder, record or compact disc player or similar apparatus in such a manner as to be audible outside the Premises;

7.3 place outside any building on the Premises or expose from any windows of them any articles, goods or things of any kind.