

## **Lease Agreement**

By and between the undersigned:

**First Party:** ..... On the one hand/ As the Premises landlord

**Second Party:** ..... dated 13/5/1987 holding passport .....  
On the other hand/ as Lessee

### **The agreement and approval between the two parties was agreed**

#### **upon the following:**

After the two parties acknowledged their eligibility to contract and requested the establishment of the following agreements concluded between them under this official contract, the two parties agreed on the content of this letter and each of them pledged to respect and implement its terms in accordance with:

- For the requirements of the Moroccan Contracts and Obligations Law in force No. 53.05, Section Three, Part One thereof.
- The Dahir Royal Decree No. 1.80.315 dated 17 Safar 1401 (25 December 1980) includes the order to implement Law No. 6.79 to regulate the contractual relations between the lessor and the lessee for the premises intended for residence or professional use (Official Gazette No. 3560 dated 21 January 1981, p. 68)
- The Dahir Royal Decree No. 1.03.202 of 16 Ramadan 1424 (11 November 2003), implementing Law No. 51.00 on Rent Resolved to Ownership of the premises ( Official Gazette No. 5172 of 25 December 2003, p. 4375)
- The Dahir Royal Decree of 2 Shawwal 1374 (May 24, 1955) regarding leases of premises or places used for trade, industry and crafts ( Official Gazette No. 2224 of 10/6/1955 p. 1619 Chapters 01 to 47).

### **Chapter 1: Description**

The first party leases - by lease- to the second party who accepted the premises from him, which named (ROMMANA) represented by the apartment and the common parts of the building located in the residence of ROMMANA, Building J in apartment 1 for personal housing only.

## **Chapter 2 : Duration**

The two parties agreed that a contract shall continue in force for a period of one year or more from 01/04/2022 and shall expire on a date that is automatically renewable, with defining a period of two months for mutual notification in the event that the contract is to be terminated.

## **Chapter 3: Rental value and Equipment**

- The two parties agreed to set the rental value for the premises at 4100DH (four thousand and one hundred) dirhams per month, and to be paid on the first of each month and not later than the fifth of the month, and they also agreed to be transferred to the bank account of the Landlord with the following number 2111106632100027 , which is opened with The Banque Populaire.
- The second party declares that the house has a cooking pot (Cuisiniere) + air cleaner (Hotte)

## **Chapter Four : Delay in performance and proof of procrastination**

In the event that the second party procrastinates, the contract must be terminated if the lessee delays the payment of the rental value in accordance with Article 3 above, and after receiving a warning from the first party and passing of fifteen (15) days only from the date without offering a real fulfillment of the duties claimed under the warning.

## **Chapter 5 : Rental value reviewal**

After three years, the rental value is reviewed with an increase of 8%, as required by The Dahir Royal Decree No. 1-07-134 issued on 30/11/2007, by implementing Law 07.03 related to how to review the prices of real estate's rents.

## **Chapter 5: Conditions and Endorsements**

- 1- The Lessee shall perform the duties of consuming electricity and water for the Company supplied under its custody and responsibility, and certifies and declares that the Landlord is not responsible for all the Company's follow-ups, whether related to consumption or the commission of any violation.
- 2- The lessee has no right to exploit the premises in any commercial activity except personal housing
- 3- The Lessee shall not be entitled to abandon or miss all or part of the Leased Premises to third parties without notifying the Landlord.

- 4- The lessee is required to abandon all or part of the leased premises or give it to others without notifying the Landlord.
- 5- Improvements, restorations and repairs made by the Lessee for his use shall be his responsibility and shall not be the subject of compensation or claim and shall remain the private premises of the Landlord after emptying.
- 6- The Lessee shall, on issue of repair, notify the Landlord as soon as possible of all actions requiring his intervention.
- 7- It is forbidden for the lessee to use machinery or materials that damage the premises.
- 8- This contract is subject to registration in accordance with paragraph 1 of Article 135 of the Registration and Tax Code
- 9- The President of the Court of First Instance shall be competent to hear any dispute between the parties regarding the contractual relationship
- 10- It is forbidden for the lessee to use the leased premises other than what is agreed upon in the first article
- 11- It is forbidden for the lessee to make a change in the premises without the consent of the Landlord.

The Board of this Contract held with acceptance and satisfaction and in the presence of the two parties or their representatives in a special meeting and their reading and understanding of its articles and then presented them to the Authentication Authority and signed below to certify the validity of their signature

**Done in Salé on 28/06/2022**

Signature of the First Party

Signature of the Second Party

Amin Belmattia

For and under the authority of the President