

# **Assured Short Hold Tenancy Agreement**

**Relating To** 

35 Whittington Avenue Hayes UB4 0AD

Dated this 24 July 2020

Between:

**KA Properties UK LTD** 

- AND -

Mrs Anju Sethi









## **Assured Short Hold Tenancy Agreement**

**Relating To** 

35 Whittington Avenue Haves **UB4 0AD** 

THIS TENANCY AGREEMENT (the "Agreement") dated this 24 July 2020

## **BETWEEN:**

**KA Properties UK LTD** (the "Landlord")

- AND -

Mrs Anju Sethi **40 Wraysbury Drive West Drayton UB7 7FL** +46704260995 Sethianju@hotmail.com Mr Rakesh Saini

> Kiran Saini Priya Saini (the "Tenant")

> > - AND -

Mr Rajkumar Arora 11 Hill Rise Slough SL3 8RA 07828877199 nishelleyshrey@gmail.com

(the Guarantor)

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

## **BACKGROUND**

- A. This Agreement is intended to create an assured short hold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term or any successor legislation as supplemented or amended from time to time and any other applicable and relevant laws and regulations.
- B. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.

#### The PROPERTY

- The Landlord agrees to let to the Tenant, and the Tenant agrees to take a lease of the property, known as and
  forming 1.1.1.1 England (the "Property"), for use as residential premises only. Neither the Property nor any part of
  the Property will be used at any time during the term of this Agreement by Tenant for the purpose of carrying on
  any business, profession, or trade of any kind, or for the purpose other than as the Tenant's only or principal private
  single-family residence.
- 2. The Property is provided to the Tenant with/without any furnishings. (SELECT APPROPRIATE)

#### The TERM

- 3. The term of the tenancy commences on 01 August 2020 and ends 31 July 2021.
- 4. Should neither party have brought the Tenancy to an end at or before the expiry of the Term, then a new tenancy from end date will be created between the Landlord or the Agent and the Tenant which will be subject to all the terms and conditions of this Agreement but will be terminable upon the Landlord or the Agent giving the Tenant the notice required under the applicable legislation of England (the "Act").

## RENT

- 5. Subject to the provisions of this Agreement, the rent for the Property is £1750.00 Per month (the "Rent").
- 6. If the tenant is receiving DSS from the local council, payment MUST be made to either the landlord or the agent via the local authority-not the tenant. The tenant a day must pay any shortfall before the due date.
- 7. If either the Landlord or Agent receives correspondence from the local authority advising that payment has seized the tenant will be liable for eviction or pay the outstanding rent.

#### The PAYMENT DATE

- 8. The first payment to be made on the signing of this Agreement. All subsequent payments to be made (MONTHLY) in advance on the ( DAY OF THE MONTH).
- 9. The Tenant will pay the Rent in advance, on or before the of each and every month of the term of this Agreement to the Agent (Galaxy Real Estate) The Tenant will be charged an additional amount of £ per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the Act, if any.

#### The SECURITY DEPOSIT

- 10. Deposit registered with one of the Government authorised tenancy deposit schemes ("the Tenancy Deposit Scheme") in accordance with the Tenancy Deposit Scheme Rules.
- 11. On execution of this Agreement, the Tenant will pay the Landlord or the Agency a security deposit of £1750.00 (the "Security Deposit").
- 12. No interest will be received on the deposit.

- 13. Deposit will be refunded the end of this tenancy; less such deductions as provided in this Lease but no deduction will be made for damage due to fair wear and tear nor for any deduction prohibited by the Act.
- 14. During the Term of this Agreement or after its termination, the Landlord or the Agency may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. Repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. Repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. Unplugging toilets, sinks and drains;
  - d. Replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. Repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. Any other repairs or cleaning due to any damage beyond fair wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. The cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
  - h. Repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
  - i. Replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
  - j. Any other purpose allowed under this Agreement or the Tenancy Deposit Schemes (Scotland) Regulations 2011 as supplemented or amended from time to time.
  - k. If the property is not returned in the same condition as when the tenant moved in.
  - I. For the purpose of this clause, the Landlord or the Agency may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord or the Agency.
  - m. The Tenant may not use the Security Deposit as payment for the Rent without prejudice to the right of the Landlord or the Agency to retain the Security Deposit, or any part of it, at the end of the Term in respect of any sum of rent which is in arrears at the end of the Term.

(DELETE IF ENTIRE PROPERTY IS BEING LET OUT) [Under this Agreement the Tenant will have an exclusive tenancy of his Designated Room and will have a licence, in common with any other occupier of the Property, to use such Common Parts of the Property as are not exclusively let to other Occupiers and subject to any other restrictions as the Landlord may from time to time notify to the Tenant in writing.

#### DAMAGE TO THE PROPERTY

15. If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Agreement by giving appropriate notice.

### **OTHER TENANTS**

16. Where there is more than one Tenant executing this Agreement, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.

Tenant 1: Mrs Anju Sethi

Tenant 2: Mr Rakesh Saini

Tenant 3: Kiran Saini

Tenant 4: Priya Saini

Tenant 5: Drish Saini

Tenant 6:

#### THE TENANT OBLIGATIONS:

#### Rent

17. To pay the Rent at the times and in the manner aforesaid.

Utilities and other Charges (Amend as necessary)



- 18. The Tenant is responsible for the payment of all utilities in relation to the Property.
  - a. The Tenant shall pay all charges for gas, electricity, water and sewage services, telephone, cable or satellite television (if the property has these) used by the tenant at the property.
  - b. The Tenant shall comply with all the laws and recommendations of the relevant suppliers relating to the use of those services and utilities.
  - c. Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.
  - d. The Tenant shall pay for a television license for the property if a license is required.
  - e. The Tenant shall pay the Council Tax for the property.
  - f. If any of the costs in this clause are payable in relation to the property together with other property, the Tenant shall pay a fair proportion of all those costs.

## Inventory

- 19. Being the list of the Landlord's possessions at the Property and a schedule of condition of the Property, its fixtures and fittings, which has been signed by the Landlord and the Tenant, a copy of which is annexed hereto. (AMMEND AS NECESSARY) This TENANCY AGREEMENT compromises the particulars detailed above and the terms and conditions printed overleaf whereby the (Property)(Designated Room, with a licence, in common with the other occupiers of the Property, to make us of such Common Parts as the Landlord may from time to time designate to the Tenant in writing)
- 20. To keep the items on the Inventory and the interior of the Property in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear accepted)
- 21. To yield up the Property and the items on the Inventory (if any) at the end of the Term in the same clean state and condition it/ they was/ were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the Inventory)

## Tenant Improvements

- 22. Not to make any alteration or addition to the Property and not without the prior written consent of the Landlord (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
- 23. Not to do anything on or at the Property which:
  - a. May be or become a nuisance or annoyance to any other occupiers of the Property or owners or owners of adjoining or nearby premises
  - b. Is illegal or immoral
  - c. May in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord
  - d. Will cause any blockages in the drainage system and in the case of breach of this clause the Tenant to be responsible for the reasonable cost of such repair or other works, which will be reasonably required.

### Assignment and Subletting

- 24. To use the Property as a private residence for the Tenant and such other occupiers as the Landlord has expressly permitted only. The Tenant is not to have any other lodgers or long-term guests at the Property without the Landlord's express consent and is not to commit any action that would lead to the Landlord being in breach of any obligation regarding the licensing of the Property as a House of Multiple Occupation pursuant to Part 2 of the Housing Act 2004.
- 25. Not to sublet, charge or part with or share possession or occupation of the Property.
- 26. Not to assign the tenancy without the Landlord's consent, which will not be unreasonably withheld or delayed. The Landlord may ask the Tenant to enter into a guarantee agreement in respect of any assignee.

### Access

Galaxy Real Estate Shorthold Tenancy Agreement	Tenant Initials

27. (AMMEND AS NECESSARY) To allow the Landlord or anyone with the Landlord's written permission to enter the (Property) (Designated Room) at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, and during the last month of the Term, show the property to prospective new tenants, provided the landlord has given 24 hours prior written notice (except in emergency) (and to further permit the Landlord to freely access the Common Parts of the Property at any time)

#### Insurance

28. The Tenant is hereby advised and understands that the Landlord for either damage or loss does not insure the personal property of the Tenant, and the Landlord assumes no liability for any such loss.

## **Absences**

- 29. The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a period of more than fourteen days. The Tenant agrees to take such measures to secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.
- 30. If the Tenant no longer occupies the Property as its only principal home (whether or not the Tenant intends to return) the Landlord may, at its option, end the tenancy by serving a Notice to quit that complies with the Act.
- 31. If the Tenant has abandoned the Property and the Landlord is unsure whether the Tenant intends to return, the Landlord is entitled to apply for a court order for possession.
- 32. If the Tenant has abandoned or surrendered the Property and the Landlord feels that the Property is in an insecure or urgent condition, or that electrical or gas appliances could cause damage or danger to the Property then the Landlord may enter the Property to carry out urgent repairs. If the locks have been changed for such urgent security reasons, the Landlord must attempt to provide notice to the Tenant of the change in locks and how they can get a new key.
- 33. If there is implied or actual surrender of the Property by the Tenant, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, let the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such letting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realised by the Landlord by means of the letting. Implied surrender will be deemed if the Tenant has left the keys behind or where the Tenant has ceased to occupy the Property and clearly does not intend to return.
- 34. If the Tenant has abandoned or surrendered the Property and the Tenant has left some belongings on the Property, the Landlord will store the Tenant's possessions with reasonable care for a reasonable period of time taking into consideration the value of the items and cost to store them. Once the cost of storage is greater than the value of the items, the Landlord may dispose of such items.
- 35. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.

#### Care and Use of Property

- 36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property.
- 37. The Tenant will keep the Property in good repair and condition and in good decorative order.
- 38. The Tenant or anyone living with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.

39. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

#### Pets

- 40. No pets or animals are allowed to be kept in or about the property without the prior written permission of the landlord. Upon 30 days' notice, the landlord may revoke any consent previously given pursuant to this clause.
- 41. On execution of this Agreement, the Tenant will pay the Landlord a non-refundable pet fee of £1,000.00 (the "Pet Fee"). If applicable and agreed by landlord to keep the pet in the property.

#### Other

- 42. To pay the Landlord's reasonable costs reasonably incurred because of any breaches by the Tenant of his obligations under this Agreement, and further pay the Landlord's reasonable costs of responding to any request for a consent which the Tenant may make of the landlord under this Agreement.
- 43. To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money lawfully due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.
- 44. To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
- 45. Not to tamper with any fire or smoke alarm fitting by the Landlord, and to ensure that any batteries in said alarms are replaced as required, and to test said alarms not less than once every calendar month and to promptly report any defect in the alarms to the Landlord.
- 46. To keep any garden tidy and in good condition, carrying out any pruning, lopping, mowing of the lawn, weeding or other such garden maintenance as might be expected of a reasonable tenant.
- 47. The Tenant and members of Tenant's household will not smoke anywhere on the Property nor permit any guests or visitors to smoke on the Property.
- 48. The property has been thoroughly inspected by you as a tenant. It has been checked for dampness etc. no dampness has been noted such as rising damp, penetrating damp, or even any sign of mould in any part of the property. You are reminded to check this again before signing the tenancy agreement. The Tenant must ensure that the property is adequately ventilated and use the heating system appropriately to avoid condensation occurring in the property. it should be noted that if these steps are not taken whilst residing at the property, condensation that is caused due to high humidity levels in the property will turn in to mould. The Tenant will be responsible for decorating the mould damaged areas. Any moisture on the window boards as a result of high humidity levels MUST be wiped of each day otherwise this will cause damage to the wall under the windows (glass) and thus condensation.
- 49. The tenant must not hang or allow to be hung any clothes, linen, or other articles to be exposed for drying on the radiator or storage heaters.
- 50. The property has been checked for any pest's infestation such as cockroaches, bedbugs, mice and rat. At the time of signing the contract the property and furniture provided do not have such pests. If any of these occur in the property during the tenancy period, tenant will be responsible for the treatment and the costs of the same and if any furniture or other items have to be replaced, theses would have to be at the tenant's own costs. The landlord will not be bearing any expenses to eradicate the problem, should the need arise.
- 51. During the tenancy, if any keys are lost, the replacement costs are £25.00 per key.
- 52. In case of waste pipe or toilet blockage due to careless throwing down the sink or toilet, the Tenant is liable to pay the costs incurred.

#### **Parking**

Tenant Initials \_\_\_\_\_

- 53. Vehicles, which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed, are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
- 54. The Tenant will not park (or allow to be parked) any caravan, boat or vehicle by the Property, if such parking, in the reasonable opinion of the Landlord, would cause nuisance or annoyance to neighbours or to anyone nearby.
- 55. Subject to the provisions of this Agreement, the Tenant is entitled to the use of parking on or about the Property.

#### **Hazardous Materials**

56. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

#### Guarantors

- 57. The Guarantor, guarantees to the Landlord that the Tenant will comply with the Tenant's obligations under this Agreement and agrees to lawfully compensate the Landlord in full on demand for all liability resulting from any failure by the Tenant to comply with any of the Tenant's obligations.
- 58. The guarantor will pay landlord's reasonable legal costs in taking any of the tenants in this agreement to the court to get a court order for regaining possession of the Property, or the compensation for losses the landlord has suffered under this agreement.
- 59. The Guarantor's obligations remain fully effective even if this Agreement is disclaimed or the Landlord gives the Tenant extra time to comply with any obligation or does not insist on strict compliance with the terms of the Agreement.
- 60. The Guarantor should be given a draft copy of the proposed Agreement.

## Severability

- 61. If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
- 62. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions remain in full force and effect.

#### **Amendment of Agreement**

63. This Agreement may only be amended or modified by a written document executed by the Parties.

#### **Rules and Regulations**

64. The Tenant agrees to obey all reasonable rules and regulations implemented by the Landlord from time to time regarding the use and care of the Property and of the building, which will include any car park and common parts or facilities provided for the use of the Tenant and other neighbouring proprietors.

## THE LANDLORD'S OBLIGATION

65. The Landlord agrees that the Tenant may live in the (Property)(Designated Room) DELETE AS REQUIRED without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.

- 66. To ensure the Property and the items listed on the inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
- 67. To keep in repair:
  - a. The structure and exterior of the Property (including drains, gutters and external pipes).
  - b. The installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences.
  - c. The installations at the Property for space heating and heating water.
- 68. But the Landlord will not be required to:
  - a. Carry out with for which the Tenant is responsible by his duty to use the Property in a tenant like manner.
  - b. Reinstate the Property in case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do.
  - c. Rebuild or reinstate the Property in case of destruction or damage of the Property by a risk not covered by the policy of insurance affected by the Landlord.
- 69. If the Property is a flat or maisonette within a larger building, then the Landlord will be under similar obligations for the rest of the building but only in so far as any disrepair will affect the Tenant's enjoyment of the Property
- 70. and in so far as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the p
- 71. To arrange for the Tenant's Deposit to be protected by an authorised Tenancy Deposit Scheme in accordance with the provisions of the Housing Act 2004 within 30 days of receipt, and to comply with the rules of the Tenancy Deposit Scheme at all times.
- 72. To promptly repair or replace any smoke or fire alarm installed by him at the Property which is reported by the Tenant as being defective.

## TERMINATION AND SURRENDER OF TENANCY (Amend as required)

- 73. The Landlord may terminate the tenancy by service on the Tenant of a notice pursuant to any ground provided under the Act. The Landlord may serve such notice either:
  - a. To terminate the tenancy at its end date
  - b. To terminate the tenancy where the Tenant has broken or not performed any of his obligations under this Agreement (e.g. a Section 8 notice of seeking possession), or
  - c. To terminate the tenancy for any other ground provided in the Act (e.g. landlord is seeking to live on the property again).
  - d. If at any time, any part of the rent is outstanding for 14 days after becoming due (where formally demanded or not)
- 74. If at any time the landlord wishes to end the tenancy prior to the fixed term expiring, then the landlord may give the tenant not less than one month notice in writing stating the landlord requires the possession. Such notice can be in the form of Section 21 Notice under the housing Act 1988.
- 75. At the expiration of the agreement term, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements expected.

#### Break Clause (Amend as required)

Ant time after six months of the initial fixed term of this tenancy either party may invoke this break clause by providing a minimum of 30 days written notice to the other (such notice to expire on the last day of a rental period of the tenancy). At the end of such notice the tenancy shall end and all obligations and responsibilities shall cease; subject nevertheless to any claim by either party against the other in respect of any breach of any of the terms and conditions of the agreement.

#### **Notices**

Tenant Initials \_\_\_\_\_\_

- 76. The Landlord hereby notifies the tenant that the premises are subject to a mortgage and the mortgage may be entitled to exercise a power of sale conferred on him by the mortgagee or by Section 101 of the Law Property Act 1925 and may require possession of the premises (for the purpose of disposing of them with vacant possession in the exercise of that power and further gives Notice to the Tenant that possession of the premise may be recovered on the ground 2 in part1 of schedule 2 of the Housing Act 1988.
- 77. The Tenant is hereby notified under Section 48 of the Landlord and Tenant Act 1987 that the Landlord's address for service of Notices (including Notices in proceedings) as is stated above.
- 78. It is agreed any Notice required to be served upon Tenant shall be validly served if sent to the Tenant by ordinary post at the premises or hand delivered to the Tenant at the premises or left addressed to the Tenant at the premises.
- 79. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is

Mrs Anju Sethi Mr Rakesh Saini 40 Wraysbury Drive West Drayton UB7 7FL

80. For any matter relating to this tenancy, whether during or Post or after this tenancy has been terminated, the address for notice is

Galaxy Real Estate 153 Norwood Road Norwood Green Middlesex UB2 4JB

## **GENERAL PROVISIONS**

- 81. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Agreement will not operate as a waiver of the Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance by the Tenant of its obligations in this Agreement and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 82. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assignees, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.
- 83. All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 84. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
- 85. If the Tenant moves out prior to the Natural expiration of this Agreement, are let levy of £ 5% will be charged to the Tenant.
- 86. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 87. This Agreement and the Tenant's leasehold interest under this Agreement are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made

Tenant Initials \_\_\_\_\_\_\_.

under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.

- 88. This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 89. Time is of the essence in this Agreement.
- 90. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.
- 91. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Agreement will survive the termination of the Agreement, notwithstanding anything in this Agreement to the contrary.
- 92. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
- 93. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
- 94. During the last 30 days of this Agreement, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'To Let' or 'Vacancy' signs on the Property and the Tenant agrees to allow the Landlord or its agents reasonable access to the Property at reasonable times for the purpose of displaying such signs upon the Property.

#### SPECIAL CONDITIONS

Please read and understand prior to signing this Tenancy Agreement

95. If you are receiving Housing Benefit for this property – any shortfall in rent is to be paid by the Tenant. By signing below, you agree to give us your consent to act on your behalf with respective Housing Benefit Department.

(Tenant's Signatures
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- 96. This Tenancy agreement supersedes all previous tenancy agreements.
- 97. By signing this tenancy agreement, the tenant(s) satisfy themselves that the premises are in good condition and repair. It is strongly recommended that the tenant(s) carefully inspect the premises before signing the tenancy agreement and the inventory and taking possession of the keys.

#### **GOVERNING LAW**

98. This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

Tenant Initials \_\_\_

Sechi.

IN WITNESS WHEREOF has duly signed and KA Properties UK LTD has duly affixed its signature by a duly authorised officer under seal on this 24 July 2020

Signed for and on behalf of KA Properties UK LTD by:

Agent:

Name: Galaxy Real Estate

Date:24 July 2020

Tenant:

Name: Mrs Anju Sethi

Signature:

Signature:

Date:24 July 2020

DocuSigned by:

Tenant:

Name: Mr Rakesh Saini

Signature:

Date:24 July 2020

A27CF467EB704EC...

Guarantor:

Name: Mr Rajkumar Arora

Signature:

Date:24 July 2020

1EFE800A6D714ED...

The Tenant acknowledges receiving a duplicate copy of this Agreement signed by the Tenant and on behalf of the Landlord on the 24 July 2020

This is a form of legal document and is not produced or drafted for use, without technical assistance, by persons unfamiliar with the law of Landlord and Tenant.