

ASSURED SHORTHOLD TENANCY AGREEMENT

This Agreement is entered into between the Landlord and Tenant(s) identified below and is subject to the terms and conditions attached hereto.

SCHEDULE

Date	1 st March, 2018.
Landlord	J S Trading Limited c/o Commonwealth House, Jenton Road, Leamington Spa, CV31 1XS.
Tenant(s)	Rajvir Singh Nagi of 36 Dorchester Waye, Hayes, Middlesex, UB40HU. Tamir Rajani of 54 Dorset Waye, Heston, Hounslow, Middlesex, TW5 0ND. Muhammad Ilyas Ali of 32 Clinton Road, London, N15 5BH. Sohil Mangat of 5 Maplin Park, Langley Berkshire, SL38YB.
Guarantor(s)	Kulwant Singh Nagi, 36 Dorchester Waye, Hayes, Middlesex, UB40HU. Alnoor Rajani of 54 Dorset Waye, Heston, Hounslow, Middlesex, TW5 0ND. Mohamed Tahir Ali of 32 Clinton Road, London, N15 5BH. Parminder Mangat of 5 Maplin Park, Langley Berkshire, SL38YB.
Property	8 Earl Street, Leamington Spa, CV32 4TS.
Term	1st September 2018 until 31st July 2019.
Rent	Rent is £1,500 per calendar month, payable according to the following schedule: £1,500 for September 2018 due no later than the 25 th August 2018. £1,500 for October 2018, due no later than 25 th September 2018. £4,500 for November 2018, December 2018 & January 2019, due no later than 25 th October 2018. £4,500 for February 2019, March 2019 & April 2019 due no later than 25 th January 2019. £4,500 for May 2019, June 2019 & July 2019, due no later than 25 th April 2019. Rent is payable by standing order to "J S Trading Ltd"; Sort 20-48-08; Account 23102769
Deposit	£1,600 to be protected by my deposits and to be paid into to "J S Trading Ltd"; Sort 20-48-08; Account 23102769 with the reference 8EARL2017, payable by 15 th March 2018
Special Terms	The following special terms shall apply to this Agreement. In the event of a conflict between the terms and conditions attached and these special terms, these special terms shall apply:

The parties agree to the terms and conditions of this Agreement, and have signified their acceptance to this Agreement by signing on the date written below.

Landlord

Signed

Print:.....

Date:.....

Tenant 1

Signed

Print:.....

Date:.....

Tenant 2

Signed

Print:.....

Date:.....

Tenant 3

Signed

Print:.....

Date:.....

Tenant 4

Signed

Print:.....

Date:.....

TERMS AND CONDITIONS

1 Definitions

In this Agreement the following words shall have the following meaning unless otherwise expressly stated:

“the Deposit” means the deposit set out in the Schedule;

“the Exceptions” means the rights reserved by the Landlord as specified in the Schedule (if any);

“the Furniture and Effects” mean the furniture and effects described in clause 3 and Annex 1;

“Guarantor(s)” means the party to this Agreement so named in the Schedule;

“Landlord” means the party to this Agreement so named in the Schedule and (where the context admits) deriving title under such party;

“the Property” means the property described in the Schedule and includes; any part of such property; the fixtures, fittings and appliances in it; and the Furniture and Effects and any part of the Furniture and Effects;

“the Rights” means the rights granted by the Landlord to the Tenant(s) as specified in the Schedule (if any);

“the Rent” means the rent set out in the Schedule;

“Tenant(s)” means the party/parties to this Agreement so named in the Schedule and (where the context admits) deriving title under such party;

“the Term” means the term described in the Schedule.

2. Interpretation

In this Agreement:

- 2.1 the singular includes the plural and vice-versa;
- 2.2 any obligation undertaken by more than one person is a joint and several obligation;
- 2.3 a reference to any one gender includes the other gender and the neuter;
- 2.4 a reference to a statute includes a reference to any statutory material amending or replacing it and any subordinate legislation made under it; and
- 2.5 the headings are for guidance only and shall not affect the meaning of this Agreement.

3. Furniture and Effects

The parties acknowledge that the furniture and effects are in the Property and details of which are set out on the attached Annex 1 signed by the parties.

4. Letting

4.1 The Landlord lets the Property to the Tenant for the Term on the terms of this Agreement.

4.2 The letting includes the Rights in common with the landlord and all others entitled to them.

4.3 The Exceptions are reserved to the Landlord.

5. Statutory provisions

This Agreement creates an assured shorthold tenancy under the Housing Act 1988 Section 19A (as inserted by the Housing Act 1996 Section 96(1)).

6 Tenant's obligations

The Tenant agrees with the Landlord:

6.1 To pay the Rent

to pay to the Landlord the Rent at the times set out in the Schedule and to notify the Landlord of any change of the Tenant's banking arrangements and not to exercise or seek to exercise any right or claim to legal or equitable set-off;

6.2 To pay for services, to pay interest and VAT

to pay or to indemnify the Landlord against:

6.2.1 all charges for gas, electricity, water, sewerage and similar services supplied to the Property;

6.2.2 all charges for the connection and use of any telephone facsimile machine or similar devices at the Property;

6.2.3 all standing charges or similar charges relating to such matters;

6.2.4 the licence fees for any television on the Property;

6.2.5 interest at the rate of two per cent per annum above the base rate from time to time of Barclays Bank plc on any sum payable under this Agreement that is not paid after the expiry of 14 days from its due date such interest to be calculated from and including the due date to but not including the date of payment (both before and after any judgment) PROVIDED THAT this clause shall not entitle the Tenant to withhold or delay payment of any such sum or affect the rights of the Landlord in relation to any non-payment;

6.2.6 the cost of the cleaning in an appropriate manner of all curtains and carpets on the Property which have become soiled during the Term (reasonable use and fair wear and tear being allowed for); and

6.2.7 the cost of all fuel oil and liquid gas in the storage tanks on the Property at the beginning of the Term; and

6.2.8 any value added tax or any similar or substituted tax on any sums payable by the Tenant under this Agreement;

to the extent that such charges, costs and fees arise during the Term.

6.3 To provide evidence of exemption of Council Tax

to provide the Landlord with satisfactory evidence of the Tenant(s) exemption of Council Tax and failing the provision of such evidence to pay or to indemnify the Landlord against any council tax payable in relation to the Property under the Local Government Finance Act 1992 (or any subsequent legislation relating to the payment of council tax) whether levied on the Landlord or the Tenant and any similar or substituted tax or imposition]

6.4 To look after the Property

(subject only to the Landlord's obligations under the general law and to damage in respect of which clause 7.2 applies) to keep:

- 6.4.1 the Property clean and tidy and to keep the internal decorations in good condition; and
- 6.4.2 the Furniture and Effects in good condition and not to remove the Furniture and Effects from the Property; and
- 6.4.3 any flues and chimneys used during the Term swept and clear of obstruction; and
- 6.4.4 the common parts of the building of which the Property forms part clear, to do nothing which precludes their use as common parts and to make good any damage caused to them by the Tenant or any invitees.

6.5 To allow the Landlord entry

to allow the Landlord or anyone with the Landlord's written authority to enter the Property at reasonable times of the day and on at least 24 hours prior written notice (except in emergency) for any reasonable purpose (including by way of example and not by way of limitation:

- 6.5.1 so as to inspect the condition of the Property; and/or
- 6.5.2 so as to carry out works to the Property which are not the responsibility of the Tenant ;and/or
- 6.5.3 for any purposes under the Gas Safety (Installation and Use) Regulations 1998.

6.6 To use the Property only as a home

to use the Property as a private dwelling and not for any trade or business;

6.7 Not to alter the Property

not to alter the Property;

6.8 Not to cause a nuisance

not to do anything or allow anything to be carried out on or near the Property which may cause or be likely to cause a nuisance or annoyance to the Landlord and/or to a person residing, visiting or otherwise engaging in a lawful activity in the locality of the Property (including by way of example and not by way of limitation the playing of any radio, television, stereo system or similar device so that it can be heard outside the Property);

6.9 Not to deal with this Agreement

not to assign or deal with this Agreement in any way and not to sub-let or part with the possession of the Property (it being understood that this Agreement is personal to the Tenant);

6.10 To pass on formal notices

to pass to the Landlord within seven days of receipt any notice served on the Property (including by way of example and not by way of limitation notices under the legislation relating

to party wall and town planning matters) and not to respond to any such notice except on the express instructions of the Landlord;

6.11 To facilitate re-letting

in the last 40 days of the Term to allow the Landlord and those authorised by the Landlord to enter the Property at reasonable times of the day with or without prospective tenants and/or purchasers so as to facilitate the Landlord's re-letting or other disposal of the Property;

6.12 Not to alter the locks

not to alter or change or install any locks to doors or windows in the Property nor have additional keys cut without the consent of the Landlord;

6.13 Not to invalidate or make more expensive the Landlord's insurance

not to do anything which shall or may cause the policy of insurance on the Property or any nearby property to become void or voidable or the premium on any of such policies to be increased;

6.14 Not to keep animals on the Property

not to keep any animals on the Property;

6.15 To inform the Landlord of disrepair

to inform the Landlord promptly of any disrepair for which the Landlord is responsible under the general law;

6.16 What to do when the tenancy ends

at the end of the tenancy created by this Agreement:

6.16.1 to give the Landlord vacant possession;

6.16.2 to return to the Landlord all keys relating to the Property; and

6.16.3 to remove all personal possessions and refuse; and

6.16.4 to put each of the items comprised in the Furniture and Effects in to the respective locations in the Property in which such items were on the date of this Agreement.

7 Landlord's obligations

The Landlord agrees with the Tenant:

7.1 To allow the Tenant quiet enjoyment

to allow the Tenant to possess and enjoy the Property without interruption from the Landlord except in so far as the Landlord is entitled to do so under this Agreement;

7.2 To pay charges not the responsibility of the Tenant

to pay all charges relating to the Property except those which the Tenant has expressly agreed to pay;

7.3 To carry out statutory repairing obligations

to observe and perform the covenants implied in this Agreement by the Landlord and Tenant Act Section 11 (such covenants being by way of assistance to the parties only and without seeking to alter the effect of such Section to keep in repair the structure and exterior of the Property, the installations for the supply of water, gas, electricity, space heating and heating water and the installations for the purposes of sanitation); and

7.4 **To provide the Property fit for occupation**
at the commencement of the Term.

8 Recovery of possession during the term

If the Tenant is more than 14 days late in paying the Rent (whether formally demanded or not) or is in breach of any of the terms of this Agreement then (subject only to the provisions of the general law) the Landlord may contact the Guarantor(s) directly for payment of any overdue Rent and may in the event that the overdue Rent has not been paid by the Guarantor(s) after a further 14 days recover possession of the Property and the tenancy created by this Agreement will then terminate but all the Landlord's other rights and remedies will remain unaffected.

9 Agreed matters

The Landlord and the Tenant (and the Guarantor(s) where applicable) agree as follows:

9.1 Apportionment

sums requiring apportionment will be apportioned on a daily basis;

9.2 Suspension of rent

if the Property is rendered uninhabitable by a risk against which the Landlord insures and payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant then the Rent will cease to be payable until the Property is made habitable;

9.3 Arbitration

any dispute arising between the Landlord and the Tenant shall (subject only to the general law) be referred to a single arbitrator under the Arbitration Act 1996;

9.4 Service of notices on the Landlord

for the purposes of the Landlord and Tenant Act 1987 Section 48 the Landlord notifies the Tenant that the Tenant may serve notices on the Landlord at the address set out in the Schedule;

9.5 The Deposit

the following terms relate to the Deposit:

9.5.1 the Deposit shall be held by the Landlord's Agent as stakeholder in an account separate from the Landlord's own money and shall be repaid, less all income tax paid or payable on the interest, to the Tenant at the end of the Term but only once the Tenant has fully vacated the Property and paid all sums due under this Agreement and subject to the provisions of this clause 9.5;

9.5.2 the Landlord may retain from the Deposit an amount equivalent to any sums payable by the Tenant under this Agreement but not paid (whether or not a formal demand has been made) and an amount equivalent to any expense incurred by the Landlord resulting from any failure by the Tenant to observe and perform the Tenant's obligations under this Agreement;

9.5.3 if the Landlord transfers his interest in the Property then the Landlord shall procure that the transferee agrees in writing with the Tenant to observe the provisions of this clause before the Deposit may be paid to the transferee;

9.5.4 the Deposit is acknowledged as belonging to the Tenant subject to the provisions of this Agreement;

9.5.5 this clause 9.5 shall not entitle the Tenant to withhold or delay payment of any sum due under this Agreement; and

9.5.6 the rights and remedies of the Landlord under this clause 9.5 are additional to and not in substitution for his other rights and remedies and

9.6 Determination

This Agreement shall cease and determine on expiry of the Term but each party's rights against the other party for earlier breaches of the terms of this Agreement shall remain in force.

10 The Guarantor(s)' obligations

The Guarantor(s) agree with the Landlord that the Tenant(s) shall pay the Rent and observe and perform the obligations on the part of the Tenant(s) and the other terms of this Agreement and to indemnify fully the Landlord against any failure by the Tenant to do so PROVIDED THAT:

10.1 the Guarantor(s)' obligations are made with the Landlord as a sole or principal debtor or contracting party; and

10.2 the Guarantor(s)' liability to the Landlord shall not be affected by any time or indulgence granted by the Landlord to the Tenant.

11 Joint and Several Liability

11.1 The Tenant(s) agree that where there is more than one Tenant each Tenant shall have joint and several liability for his own and each other Tenant's performance of the obligations under this Agreement.

11.2 The Guarantor(s) agree that where there is more than one Guarantor each Guarantor shall have joint and several liability for his own and each other Guarantor's performance of the obligations under this Agreement.

12. Force Majeure

12.1 If either party is affected by Force Majeure it shall not be in breach of this Agreement or otherwise liable to the other by reason of any delay in performance or non-performance of any of its obligations due to such event.

12.2 If such Force Majeure persists for a period of three (3) months then the party prevented from complying with its obligations by such event shall be entitled while the Force Majeure persists, to terminate this Agreement immediately upon notice to the other party.

13. Assignment and Sub-contracting

13.1 The tenant shall not assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of Landlord.

13.2 Landlord shall be permitted to assign, delegate, sub-contract, transfer or otherwise dispose of any of its rights or responsibilities under this Agreement without the prior written consent of the Tenant.

14. Contracts (Rights of Third Parties) Act 1999

14.1 The Landlord and the Tenant do not intend any third party to have any benefit under this Agreement. The Landlord and the Tenant therefore agree that no third party shall have the right to enforce any term of this Agreement.

15. No Partnership

15.1 Nothing in this Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties to this Agreement.

16. Variations

16.1 No variation of this Agreement shall be effective unless it is in writing and is signed by an authorised representative of each party.

17. Severability

17.1 If at any time any part of this Agreement or a clause of this Agreement becomes void or unenforceable under any applicable law it shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue unaffected.

18. No Waiver

18.1 No provision of the Agreement shall be waived unless agreed to be waived by both parties in writing. If any provision is waived, then that waiver shall operate for that instance only and not future instances, unless agreed otherwise by both parties in writing.

19. Entire Agreement

19.1 This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all other written and oral communications between the parties. The express terms, conditions and warranties of this Agreement are in lieu of all warranties, conditions, terms, representations, statements, undertakings and obligations whether express or implied by statute, common law, custom, usage or otherwise all of which are hereby excluded to the fullest extent permitted by law. The parties hereby confirm that they have not relied upon any representations, communications or other matters which have not been expressly stated in this Agreement. Notwithstanding any provision to the contrary, nothing in this Agreement limits or excludes either party's liability for fraudulent misrepresentations.

20. Law and Jurisdiction

20.1 This agreement may be entered into by the execution by all parties of this document, or by the execution by each party of identical copies of this document (in this latter case, each copy will be deemed to be a counterpart, and all documents taken together will be deemed to form one contract).

20.2 This Agreement and any dispute or claim arising in connection with it shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.