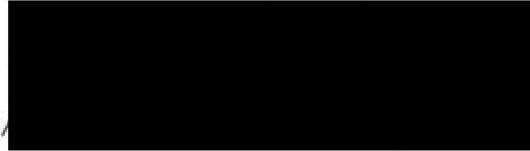


Landlord Copy



6 mths continued...
3 Sept 11 to 2 March 12.

ASSURED SHORTHOLD TENANCY AGREEMENT

FOR LETTING A RESIDENTIAL DWELLING
FLAT 1, 10 AGAMEMNON ROAD, WEST HAMPSTEAD, LONDON, NW6 1DY

Initial



DATE: 2nd September 2011

THIS AGREEMENT is made on the above date BETWEEN

(1) LANDLORD

Mr Gopal Gupta

(which expression jointly and individually includes the Landlords' successors in title or assigns or mortgagees)?

(2) TENANT

SECOND TENANT

Mr Sebastian Becerra

Mrs Andrea Catalina Vergara

(Where more than one tenant is party to this Agreement please indicate one of the above who will be responsible to deal with the Landlord regarding all aspects of the Tenancy.)

Name of Representative: Mr Sebastian Becerra

(3) GUARANTOR NAME AND ADDRESS

N/A

THE PROPERTY (full address)

FLAT 1, 10 AGAMEMNON ROAD, WEST HAMPSTEAD, LONDON, NW6 1DY

THE TENANCY PERIOD from and including the 3rd September, 2011 to and including 2nd March, 2012 "Tenancy" or "Tenancy Period" includes the whole of the period during which the Tenant remains in occupation of the Property.

THE RENT for the term shall be [REDACTED] per calendar month payable on the 3 day of each calendar month in advance. The first instalment(s) of such rent shall be paid in cleared funds on or before the commencement of the Tenancy to the Landlord and thereafter all such payments shall be made by the monthly due date.

THE DEPOSIT [REDACTED] to be held by the Landlord (see clause 5)

THE LETTING

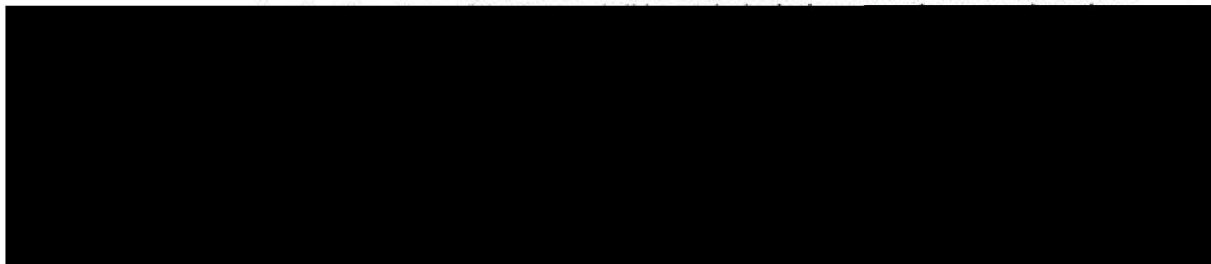
1. THE LANDLORD shall let and the Tenant shall take ALL THAT the Property TOGETHER WITH the Landlords fixtures furniture appliances and effects ("the Contents") now in the Property as specified in an inventory ("the Inventory") for the Tenancy Period on the Terms and Conditions of this Tenancy Agreement

TENANTS OBLIGATIONS

2. THE TENANT agrees with the Landlord during the Tenancy as follows: -

Payments

2.1. To pay the Rent without any set-off deduction or abatement at the times and in the manner stated whether demanded or not and acceptance of cheques or other payments in settlement of rent drawn



having any interest in the Property Any payments made after termination of the tenancy or any notice to terminate the Tenancy are received or accepted only without prejudice to that notice which remains valid and in force

- 2.2 (i) To pay for all gas electricity water and sewage charges and fuel oil (unless stated otherwise in rider) which shall be consumed on or supplied to the Property together with the amount of all rental and standing charges for their supply and for all telephone calls on the Property during the Tenancy and other telephone services to pay for the costs of any reinstatement of the above services caused by the non payment of these charges and also not to allow their disconnection
- (ii) To pay all Council Tax due (unless stated otherwise in rider)
- (iii) To pay the licence fee for any television set(s) in the Property
- (iv) To pay for the repair or replacement of any batteries appliances light bulbs or equipment which form part of the Contents which have been damaged in any way or fallen into disrepair due to misuse or neglect by the Tenant
- (v) Not apply at any time to British Telecom or any other telecommunications provider for the transfer of the telephone number to any other property or for the disconnection of the telephone service without the Landlords consent
- 2.3 (i) **The Tenant will be charged an additional £50.00 ("Late Payment Charge")** to cover bank and administration charges if the Rent is not cleared into the Landlord's bank at the times specified
- (ii) If the **Late Payment Charge** and the Rent is not paid within 10 working days after the date of the rent becoming due the Landlord will be entitled to charge an additional **£50.00** for every additional 10 working days that the Rent is unpaid
- 2.4 If the Tenant vacates the Property within the first six months of the date of commencement of the Tenancy he would be liable to reimburse the Landlord on a pro rata basis for the commission paid to the letting agent

Repairs and Damage

- 2.5 To keep the Property and the Contents in good tenable repair and condition and to deliver them up at the end of the tenancy in as good a state of order and condition as they were at the commencement of the Tenancy (fair wear and tear and damage by accidental fire and other insured risks excepted) and particularly to keep all water pipes baths sinks taps lavatories cisterns drainage systems and gullies (where part of the Property) clear and freely running and to promptly repair or cause to be repaired any burst pipes or water storage tanks and clear any blockages to drains and waste pipes caused by the default or negligence of the Tenant (or any person acting on his behalf and to meet those costs and to take all reasonable precautions to prevent the freezing or bursting of water pipes or storage tanks (taking into account any advice from the Landlord) and to take and leave cisterns water closets and sinks free and clear from any obstruction and to keep the property regularly aerated in order to avoid condensation
- 2.6 To make good repair replace or at the Landlords option pay for any damage to the Property or the Contents (fair wear and tear damage by accidental fire and other insured risks only excepted (where caused by the Tenant) and immediately to replace all broken or non-working batteries and light bulbs

- 2.7 All repairs and maintenance works are to be carried out by the Landlord's in-house maintenance team. No works may otherwise be carried out at the Property unless authorised by the Landlord in writing
- 2.8 To report immediately in writing to the Landlord any damage disrepair defect or deficiency in the Property or of the Contents including any break in or theft by third parties and to be liable for any costs arising from failure to report such defect or deficiency and to pay for the repairing of the Property or the Contents where such cost is attributed to the misuse or neglect by the Tenant
- 2.9 Not to damage the Property or any part of it and not to block up darken or obstruct any window or lights in the Property and if any holes or damage are made by picture hooks or similar the Tenant at their expense will make these good by the end of the Tenancy
- 2.10 Not to carry out or make any alteration to or redecoration of the Property without the previous consent in writing of the Landlord In case of any breach of this provision by the Tenant the Tenant shall pay to the Landlord the entire cost of repair work or redecoration necessary to reinstate the Property to its condition at the commencement of the Tenancy
- 2.11 Not to pull down, alter, add or in any way interfere with the construction or arrangement of the Property

User, Nuisance etc

- 2.12 To use the Property only as a private dwelling house for the occupation of the Tenant only and not to use the Property or any part for any illegal or immoral purpose nor for any sale by auction nor any public meeting for religious political or other purposes and not to carry out any profession trade or business at the Property
- 2.13 Not to do or allow to be done in or upon the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or the Superior Landlord (if any) or to the occupiers of any of the adjoining property or which may invalidate any insurance of the Property against fire or otherwise or increase the ordinary premium and to repay the Landlord on demand all sums to time paid by way of increased premium
- 2.14 To keep the garden and grounds (if any) free from weeds and litter and cultivate mow and manage them in a proper manner according to the season and not lop cut down damage or remove any plants trees or shrubs or garden fixtures or alter the layout of the garden and keep any entrance stairs or ways leading to the Property and yard terrace patio or pond clean and unobstructed and the Tenant agrees that if the Landlord is of the opinion that the garden and lawns are not so kept then the Landlord may at his discretion employ a gardener at the Tenants expense
- 2.15 Not to park or permit to park vehicles at any place except designated parking spaces and in particular in the forecourt (if any) except in the case of emergency for example if required by the Fire and Ambulance services
- 2.16 Not to keep or permit to be kept on the Property any pets or animals of any description without the previous consent in writing of the Landlord which consent the Landlord may at any time withdraw if any animal (so permitted) shall soil or damage any carpet rug fabric or other item and the Tenant will then pay the Landlord the cost of cleaning or replacing such carpet rug fabric or other item with a new one of good quality
- 2.17 Not to remove from the Property or store any of the Contents in any garage or outhouse without the written consent of the Landlord and to leave the same at the end of the Tenancy in the rooms and places as described in the Inventory and in the event of the Property or the Contents not being

delivered up in all respects as agreed the Tenant shall pay the Landlord the cost incurred by the Landlord in cleaning and arranging the rooms in accordance with the Inventory

- 2.18 Not to play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and in particular between the hours of 11pm and 7am (unless otherwise notified in writing to the Tenant) not to play any such instrument or use any such equipment so as to be audible outside the Property
- 2.19 Not to dry hang or display any clothes or other articles on the exterior of the Property and not to exhibit any poster notice banner advertisement or similar item on the exterior of the property or so as to be visible from outside
- 2.20 In the event of loss or damage by fire theft impact or other causes to immediately inform the Landlord and to give details to enable the Landlord to make a claim to the Landlords Insurers but nothing in this Agreement precludes the Tenant's responsibility to insure their own possessions
- 2.21 To forward immediately upon receipt to the Landlord any correspondence addressed to the Landlord which is delivered at the Property and to inform the Landlord immediately of any notice affecting the Property which may be served on the Tenant or left in the Property or otherwise come to the attention of the Tenant
- 2.22 Not to keep any dangerous unsafe or offensive goods fuel provisions or materials or any stove paraffin heater or other appliance or any similar inflammable substance in the Property or do or allow to be done anything which would mean the insurance of the Property may become void invalid or cover refused or the premium increased
- 2.23 Not to change the supplier of any utility or TV satellite or cable service to the Property without the written consent of the Landlord being obtained
- 2.24 To strictly observe and comply with all directions or notices imposed on the occupier of the Property received from any Local Authority or Fire Brigade and or any electricity or gas supplier

Keys and Alarms

- 2.25 To use keys and alarm systems so as not to invalidate any insurance on the Property or the contents, and not to change any locks or keys or alarm codes except in an emergency without the prior written consent of the Landlord
- 2.26 Whenever the Property is left unattended put on alarm and fasten securely all dead locks or other locks and bolts fitted to doors and windows permitting access to the Property. Any additional security grills or bars must be left unlocked whilst tenant/s is/are inside the property i.e. whilst tenant on premises
- 2.27 To hand to the Landlord upon any change of or replacement of locks or installation of additional locks a set of new keys within 48 hours of receipt
- 2.28 In the event that any alarm code is changed then to immediately notify the Landlord in writing of the new code
- 2.29 **If any key** or keys (listed upon the Inventory) have become lost during the tenancy then to replace these at the Tenants own cost or alternatively to pay to the Landlords the costs incurred by them for each set of keys which needs to be replaced plus an administrative charge of **£30 plus VAT**

No Transfer of Tenancy

- 2.30 Not to assign this Agreement or share or underlet or part with or share possession or occupation of the Property or any part of it or any of the Contents

Access for Landlords

- 2.31 To permit the Landlord with or without contractors and workmen and others (nominated by the Landlord) at all reasonable times and as often as may be necessary upon the Landlord giving to the Tenant reasonable notice (except in the case of emergency) to enter and examine the state and condition of the Property and to carry out any works which may be necessary to maintain the structure and fabric of the Property (or the building of which the Property forms part) The Landlord may serve upon the Tenant notice in writing specifying any repairs or works necessary to be done and for which the Tenant is liable and if the Tenant shall not within ten days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Landlord to enter upon the Property and execute such repairs and the costs shall be a debt due from the Tenant to the Landlord and be immediately recoverable by action
- 2.32 To permit the Landlord during the last one month of the tenancy and on reasonable notice to enter the Property during normal working hours (including Saturdays) together with any prospective tenants or purchasers to view the Property and in case it shall not be convenient for the Tenant to be at the Property at the time or any such viewing to make the keys available to the Landlord so that they may escort prospective tenants or purchasers over the Property
- 2.33 If the Tenant or any agent appointed by the Tenant shall not keep any appointment made by the Landlord (if required) to check the Inventory at the end of the Tenancy to pay the additional cost incurred in making and attending a second appointment to check the inventory
- 2.34 At properties fitted with coin electricity meters these meters will be emptied by the Landlord during the first week of the month between 09.30 and 17.30 hrs and no access calls will be made in this regard.

Landlord's Costs upon Tenant Default

- 2.35 To pay to the Landlord all reasonable legal and other costs and disbursements (and VAT where appropriate) incurred by the Landlord in enforcing or attempting to enforce (whether by legal process including correspondence or otherwise) the provisions of this Agreement including recovering rent or other monies payable under the provisions of this Agreement or recovering possession of the Property for any reason whatsoever or any other action arising out of any breach non-performance or non-observance by the Tenant of the provisions of this Agreement

At the end of the Tenancy

- 2.36 If the Tenants goods or any of them shall not have been removed fully from the Property at the end of the Tenancy (i) to pay to the Landlord damages at a rate equal to the rent then payable for the Property until the Tenant shall have removed all such goods and (ii) to pay the Landlord any additional expense incurred by the Landlord in checking the Inventory (which cannot be checked until all such goods have been removed)
- 2.37 To hand/return to the Landlord all keys swipe cards or remote controls to the Property (as listed in the Inventory) including all window locks, burglar alarm keys and keys to any garage. If keys posted, they must be sent by Recorded Delivery to the Landlord's address – *with the Tenants/s name and NOT the property address. If the keys are not received by the Landlord, a charge of £75.00 plus VAT will have to be paid by the Tenant/s for changing the lock/s*
- 2.38 In particular by the end of the Tenancy to clean all windows and wash all net curtains and to either clean or pay for the washing cleaning and ironing of all sheets linens blankets carpets upholstery

Initial.. [REDACTED]

Property at any one time (b) such employee shall not be granted any tenancy or other legal interest in the Property nor shall he be charged or permitted to pay any rent or similar payment and (c) without prejudice to the liability of the Tenant hereunder such employee while occupying the Property shall comply with all terms and conditions of this Agreement relating to the conduct of persons resident in the Property

- 4.4 In this Agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number and where there are two or more persons included from time to time in the expression "the Landlord" and "the Tenant" and "the Guarantor" covenants entered into or made or accepted by such persons shall be deemed to be contracted jointly and individually and to be performed accordingly
- 4.5 Any demand for payment or notice made upon or to be served on or given to the Tenant under this Agreement or under any statute shall unless the said statute otherwise requires be well and sufficiently made served or given if delivered by hand or sent by registered letter post or the recorded delivery service to the Property or the Tenant at the Tenant's last known address and if so posted shall be deemed to be received or given to the Tenant 24 hours after posting
- 4.6 If in whole or in part any term provision or obligation of this Agreement shall be held by a Court to be invalid void unenforceable or contrary to the Housing Act 1988 such decision shall not affect the nature of the Agreement as a whole or the validity of the remaining terms provisions or obligations of the Agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated
- 4.7 If the Property or any part of it shall at any time be destroyed or so damaged by any of the risks against which the Landlord shall have insured as to be unfit for occupation or use and the relevant policy of insurance effected by the Landlord shall not have been invalidated or payment of the policy monies refused in whole or in part in consequence of any act or default on the part of the Tenant then the Rent or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property shall again be rendered fit for occupation and use
- 4.8 If the Landlord and the Tenant do not agree on the fair proportion payable under sub clause (4.7) either may at any time apply to an independent arbitrator to act as an expert in determining the dispute and whose decision (including its decision as to costs) shall be final and binding on both parties
- 4.9 All arrears of rent or other monies due to the Landlord will bear interest at 5% per annum over National Westminster Bank plc base lending rate calculated on a daily basis from the day due until payment in full is made

5. DEPOSIT AND DILAPIDATIONS CLAIMS

- 5.1 The Tenant shall pay the Deposit to the Landlord on the signing of this Agreement and the Deposit will be held by the Landlord against any arrears of rent or other monies due including any claim for damage or dilapidations or cleaning costs to the Property or the Contents resulting from a breach by the Tenant of the Tenant's obligations in this Agreement and after deducting from the Deposit the cost of any such damage or dilapidations or cleanings or any sums payable by the Tenant under the terms of the Agreement (provided that nothing shall absolve the Tenant from the obligation to pay rental and outgoings for which he is liable as and when the same become due during the Tenancy) and any balance of the Deposit remaining shall be payable without Interest following the termination of the tenancy to the Tenant

- 5.2 In the event of any tenancy transfer permitted in writing by the Landlord the Deposit will continue

Initial

HOUSING ACT 1988

Section 21(1)(b)

Assured Shorthold Tenancy: Notice Requiring Possession:

Fixed Term Tenancy (Note 1)

(i) Name and
address of Tenant

To: **Mr Sebastian Becerra and Mrs Andrea Catalina Vergara**
of:
**Flat 1, 10 Agamemnon Road, West Hampstead, London
NW6 1DY**

(ii) Name and
address of Landlord
(Note 2)

From: **Mr Gopal Gupta**
of:
102 Wolsey Road, Moore Park, Northwood, Herts

Give you notice that I require possession of the dwelling house known as:

FLAT 1, 10 AGAMEMNON ROAD, WEST HAMPSTEAD, LONDON, NW6 1DY

(iii) Date of
expiry (Note 3)

after: **2nd March, 2012**

Signed:

Dated: **2nd September 2011**

Landlord: **Mr Gopal Gupta**

- or -

Landlord's Agent:

Signed by the Tenants:

Name:

Mr Sebastian Becerra

Signature:

Date: **2nd
September
2011**

Mrs Andrea Catalina
Vergara

Signature:

Date: **2nd
September
2011**

NOTES

1. On or after the coming to an end of a fixed term assured shorthold tenancy, a court must make an order for possession if the landlord has given a notice in this form.
2. Where there are joint landlords, at least one of them must give this notice.
3. The length of the notice must be at least two months, and the notice may be given before or on the day on which the fixed term comes to an end.

What to do if this notice is served on you :

- This notice is the first step requiring you to give up possession of your home. You should read it very carefully.
- If you need advice regarding this notice and what you should do about it you should take it to a Citizens Advice Bureau, a