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## ANNEX

### GENERAL TERMS AND CONDITIONS OF LEASE

## 1. ENTIRE UNDERSTANDING

This Annex forms an integral part of the Lease Agreement (the "**Agreement**") between the Landlord and the Tenant and includes additional provisions, definitions, and boilerplate clauses that supplement and govern the rights and obligations of the parties. The provisions, definitions, and boilerplate clauses set forth in this Annex shall have the same force and effect as if expressly set forth in the body of the Lease Agreement (the "**Agreement**").

## 2. DEFINITIONS

2.1 In the present lease agreement, the following words and phrases shall have the meaning set out below, unless the context clearly requires otherwise, namely:

- 2.1.1 « **ADVANCE RENT** » shall mean the rent to be paid in advance as per clause 2.3 of the Agreement;
- 2.1.2 « **BANK RATE** » means the lending rate of the Bank of Mauritius.
- 2.1.3 « **BUILDING** » means the different building premises belonging to the Landlord for the lease of the Premises to the Tenant;
- 2.1.4 « **CARD** » means the Student Residence Card, which may be issued to the Tenant for identification purposes and entitlement to offers/benefits, as more fully detailed in Clause 8 of the present Annex;
- 2.1.5 « **CHECK-IN/CHECK OUT FORM** » means all those fixtures, fittings, furniture and equipment belonging to the Landlord and contained in the inventory list, a form of which is herewith annexed under the - « **THIRD SCHEDULE** » of the present Annex, which shall specifically include all the installations and appliances in the Premises including, without prejudice to the generality of the term, any keys, locks, windows, toilets, cisterns, water taps, furniture, accessories, fittings and equipment
- 2.1.6 « **CLEANING SERVICES** » means the weekly cleaning of bathroom, bedroom, floor and kitchen, if any, to be effected by the Landlord's cleaning contractor. The Tenant shall grant access to the Landlord's cleaning contractor to perform the Cleaning Services on the day and at the time agreed to between the Landlord and the Tenant.

- 2.1.7 « **COMMENCEMENT DATE** » means the date on which the present lease agreement shall come into effect, as stipulated in the First Schedule hereto.
- 2.1.8 « **COMMON AREAS AND FACILITIES** » any areas forming part of the Property, to which the Tenant has access and non-exclusive use and enjoyment, in virtue of this Lease, as shall be designated by the Landlord.
- 2.1.9 « **DEPOSIT** » means the security deposit paid by the Tenant, as a guarantee of its adherence to the terms of this Lease, as detailed in the First Schedule hereto.
- 2.1.10 « **EXPIRY OF THE LEASE** » shall mean the date on which the present lease agreement reaches its full contractual term, as stipulated in the First Schedule hereto.
- 2.1.11 « **EXTENDED PERIOD** » shall mean any lease extension period following the expiry of the Lease Period, as stipulated in Clause 1.4 of the Agreement;
- 2.1.11.1 « **FIRST SCHEDULE** » means the Rent Approval Form attached to the present Annex containing all the relevant details with regards to the Lease Period.
- 2.1.12 « **FOURTH SCHEDULE** » means the Fourth Schedule attached to the present Annex with a form of the Guarantor's Undertaking (if applicable).
- 2.1.13 « **FORCE MAJEURE** » shall mean an unforeseen event beyond the reasonable control of any of the parties including but not limited to fires, strikes (including those of the parties' employees), mobilisations, insurrection or riots, embargoes, container shortages, wrecks or delays in transportation, inability to obtain supplies and raw materials, wars and revolutions, disease breakouts, natural disasters, Acts of God, decisions and regulations of any civil or military authority and any other events already recognised under the laws of the Republic of Mauritius as an event of Force Majeure.
- 2.1.14 « **GUARANTOR** » shall mean the person identified as "Guarantor" by the Tenant under the online booking request form, who has irrevocably undertaken to guarantee, jointly and severally, the timely payment of all sums payable and timely execution of all obligations incumbent upon the Tenant, under this Lease, as evidenced in the express undertaking provided by the Guarantor in the Application Form annexed under the « **FOURTH SCHEDULE** » hereto, where applicable.
- 2.1.15 « **LEASE PERIOD** » means the original period of the lease namely the duration of the present Lease as from the initial start date to the initial end date, as initially agreed upon by the Landlord and the Tenant and excluding any subsequent Extended Period, Shortened Period, Renewal Period and/or Temporary Departure.

- 2.1.16 « **IN WRITING** » means a written communication sent to the other party and shall, without prejudice to the generality of the term, include registered mail, e-mail and/or telefax transmission acknowledgement of receipt whereof has been duly effected.
- 2.1.17 « **INSURANCE / INSURANCE COVERS** » means a fully comprehensive insurance policy.
- 2.1.18 « **LEASE** » shall mean the present lease agreement.
- 2.1.19 « **LEASE EXTENSION REQUEST** » shall mean any application for a lease extension under Clause 1.4 in the Agreement;
- 2.1.20 « **LEASE RENEWAL** » shall mean any lease renewals, after expiry of the Lease Period, as stipulated in Clause 1.14 of the Agreement;
- 2.1.21 « **LEASE SHORTENING REQUEST** » shall mean the request to shorten the Lease Period under clause 1.4 of the Agreement;
- 2.1.22 « **MUNICIPAL CHARGES** » means those charges present or future, if any, levied by the local or other any competent authority, including governmental departments and offices upon the Landlord and/or Tenant in respect of the Property, at any time and from time to time during the currency of the present lease, in respect of rates and taxes and other taxes or levies of any nature on immovable properties, sanitary fees, sewerage or effluent charges, water and any other similar charge.
- 2.1.23 « **NOTICE OF RENEWAL** » shall mean the notice specified under Clause 1.15 of the Agreement;
- 2.1.24 « **PREMISES** » shall mean the student accommodation to be exclusively leased by the Tenant under this Lease, as more fully detailed in the First Schedule hereto.
- 2.1.25 « **PROPERTY** » shall mean collectively and indistinctly, the Land and Building.
- 2.1.26 « **RETURN DATE** » shall mean the agreed date upon which the Tenant shall resume occupancy of the Premises following a Temporary Departure, in accordance with Clause 1.7 of the Agreement;
- 2.1.27 « **SECOND SCHEDULE** » means the Second Schedule attached to the Annex containing the application and acknowledgement form for Lease Extensions and Lease Shortenings.
- 2.1.28 « **SHORTENED PERIOD** » shall mean the shortening of the lease period, following the Tenant's request for a shortened period, either within the Initial Lease Period, the Extended Period or within the Renewal Period, as stipulated in Clauses 1.4 of the Lease Agreement;

- 2.1.29 « **Student Housing Rules** » shall mean the housing rules published on the Landlord’s website;
- 2.1.30 « **TEMPORARY DEPARTURE** » shall mean departure of not more than three months from the Premises either during the Initial Lease Period or any subsequent Extended Period or Shortened Period, during which the Tenant shall remain in occupancy of the Premises in line with Clause 1.4 below;
- 2.1.31 « **TERMINATION OF THE LEASE** » refers to a situation where a party and/or an event and/or condition stipulated in the Agreement puts a premature end to the lease prior to its full contractual term.
- 2.1.32 « **THIRD SCHEDULE** » means the Third Schedule attached to the present Annex with a form of the **CHECK-IN/CHECK-OUT FORM** to be filled out by the Tenant upon arrival on the Premises prior to handing over of the keys to their allocated room.
- 2.1.33 « **WEBSITE** » shall mean the Landlord’s website which shall publish the terms and conditions of the Lease Agreement, as morefully described under the present Annex and the Student Housing Rules.
- 2.2 Words importing any one gender shall include the other gender. Words importing the singular shall include the plural and vice versa.
- 2.3 Anything and/or obligation that is required and/or falls to be done, under this contract, on a day that is not a business day, shall be done on the following business day that is not a public holiday. For the purposes of this agreement, a “**business day**” shall mean any day that is not a Saturday, Sunday and/or public holiday in Mauritius.
- 2.4 The headings are used for reference only and are in no way to be deemed to modify, amplify or aid in the interpretation/or construction of the present agreement.

### 3. THE OBLIGATIONS OF THE TENANT AND GUARANTOR

3.1 The Tenant and Guarantor shall: -

- (a) Pay the Advance Rent and Deposit promptly on the relevant due dates, as per the terms of this Lease;
- (b) Regularly pay any other charges and/or any other services subscribed to by the Tenant at the Property.

- (c) Settle any tenant's tax, it may be required to pay;
- (d) Keep the Premises and its Fixtures, Fittings, Furniture and Equipment clean and tidy at all times, at his/her own costs;
- (e) Adhere at all times, to the Student Housing Rules accessible at [www.studentliferesidences.mu](http://www.studentliferesidences.mu), to be consented to in writing as part of the Tenant's booking confirmation;
- (f) Maintain the Premises including the Fixtures, Fittings, Furniture and Equipment listed in **the Check-in/Check Out Form**, a form of which is herewith attached under the Third Schedule of the Annex, in good condition at all times, fair wear and tear excepted, and further remain responsible for all « **réparations locatives** »;
- (g) Replace and/or repair, immediately or upon notification from the Landlord, at the Tenant's own expense and to the satisfaction of the Landlord, any damage(s) to the Premises and/or to the Fixtures, Fittings, Furniture and Equipment, fair wear and tear excepted;
- (h) Promptly inform the Landlord regarding any work, not falling under the heading « réparations locatives », which may be wanting on the Property;
- (i) Allow the Landlord and/or its duly authorised agents and/or préposés to enter and visit the Premises and Property, after having been given reasonable written notice to that effect, for the purposes of (i) assessing the Property's state of repair and (ii) carrying out any work which may be wanting in the Property.
- (j) Allow the Landlord's cleaning contractor to enter the Premises for the purpose of providing the Cleaning Services on the day and time which shall be convened between the Landlord and the Tenant. It is of the Tenant's sole responsibility to ensure, at any time during the tenancy, the safekeeping of its personal belongings. The Landlord shall not, in any manner whatsoever, be held liable or responsible for any loss or damage caused to the Tenant's personal belongings.
- (k) Dispose of all refuse from the Premises, at the end of each day, in the bins designated for that purpose by the Landlord and found outside the Premises.
- (l) Adhere, at all times, to any rules and regulations, applicable for the communal areas of the Property, including any health and safety rules and regulations. These will be posted up on a notice board in the communal areas and may be subject to change. The Tenant shall be responsible for consulting the contents thereof and will not be able to plead ignorance of same.
- (m) Produce to the Landlord promptly, upon request by the Landlord, documents in support of his or her enrolment with a tertiary institution in Mauritius.
- (n) Be liable for ensuring strict adherence to the terms of this Lease, by any person entering the Premises, with the authorisation of the Tenant (other than the Landlord and its officers and/or

contractors).

- (o) Be entitled to contract, at his/her own costs, private laundry services for the services providers, authorised by the Landlord to operate within the Property;
- (p) Be responsible for any pest control that may be needed in the Premises;
- (q) Ensure that he/she systematically cleans up after himself/herself after use of the Common Areas and Facilities, such as, but not limited to, the kitchen.

3.2 The Tenant and Guarantor shall not: -

- (a) Deduct any sum(s) from the Rent payable without the prior written consent of the Landlord;
- (b) Damage the walls, floors, ceilings or any part whatsoever of the Premises and Building;
- (c) Damage the Fixtures, Fittings, Furniture and Equipment listed in the « **CHECK-IN/CHECK-OUT FORM**»;
- (d) Misuse and/or damage any of the firefighting or alarm equipment in the communal areas;
- (e) allow any works and/or modifications of any kind to be caused to the Property, without the prior written consent of the Landlord;
- (f) Modify or damage the existing landscaping at the Property;
- (g) Sublet, assign and/or transfer the Lease to any third party;
- (h) Permit and/or authorise any passive servitude(s) to burden the Property or Premises without the prior written authorisation of the Landlord;
- (i) Install heavy machinery in the Building;
- (j) Smoke in or on the Premises and/or in the Building;
- (k) Keep any pets in the Premises and/or Building;
- (l) Hang any clothes to dry from the outside of the Premises. Clothes shall only be hung to dry in the areas specifically designated by the Landlord;
- (m) Undertake any barbeques in or on the Premises and/or Property other than in the areas specifically designated by the Landlord;
- (n) Take any illegal noxious substances;

- (o) Change the locks of the Premises and/or Building without the written consent of the Landlord;
  - (p) Stock any bulk inflammable materials, dangerous and/or noxious substances without obtaining the Landlord's prior written approval;
  - (q) Make excessive noise, cause any sort of disturbance to the neighbourhood nor do anything which: -
    - (i) May be or become a nuisance and/or annoyance to any other occupiers of adjoining and/or nearby premises and the surrounding neighbourhood;
    - (ii) Is illegal and/or immoral; and/or
    - (iii) May in any way affect the validity of the insurance policy covering the Premises and Property and the items listed in the « **CHECK-IN/CHECK-OUT FORM**» under the Third Schedule to the present Annex. Equally, the Tenant shall ensure at all times that the Premises and Building is properly secured and locked when left unattended by the Tenant, failing which, the Landlord shall be entitled to:
      - claim from the Tenant, such sums in order to cover items which may have been subsequently lost and/or stolen in the said Premises and/or Building and which are not covered by the Landlord's insurance, due to the Tenant's said failure;
      - retain any sums from the Deposit in order to cover items which may have been subsequently lost and/or stolen in the said Premises and/or Building and which are not covered by the Landlord's insurance, due to the Tenant's said failure
- 3.3 The Tenant shall be allowed to hang or display pictures, posters, etc. on the walls of the Premises (and not in any communal areas), but hereby undertakes to repair any hole and/or damage caused to the building and/or walls and return same to their original condition at the Expiry and/or Termination of the Lease.
- 3.4 The Tenant shall comply at all times, with any applicable laws and/or regulations in force, including but not limited to any health and safety laws. The Tenant, if a non-citizen of Mauritius, hereby undertakes to communicate to the Landlord, promptly, a copy of its student permit, issued by the relevant authority in Mauritius. The Tenant shall inform the Landlord immediately in writing, should the said permit be revoked or cancelled.
- 3.5 The Landlord, shall, in the event that the Tenant fails to fulfil and/or materially and/or repeatedly breaches any of its obligations under the Agreement, and without prejudice to any other legal action which may be opened to him, be entitled to:
- (a) Serve a Notice « **Mise en Demeure** » on the Tenant, the cost of which shall be borne by the latter, requiring him to fulfil its contractual obligation within fifteen (15) days from service of the said Notice; or



- (b) Take any corrective measures and/or incur any expenses, which he may deem necessary in the circumstances, in order to fulfil and/or satisfy the Tenant's obligation, the cost of which shall accrue to the Tenant.

3.6 The Tenant must be enrolled with a tertiary institution **for the whole duration of this Lease**, failing which, the Landlord shall be entitled to prematurely terminate this Lease with immediate effect. Where the Tenant has completed his or her course and is waiting to graduate or return to his home country, the Tenant must inform the Landlord immediately in writing, failing which, the latter shall be entitled to prematurely terminate this Lease.

3.7 The Tenant shall be liable to pay the ten per cent (**10%**) Attorney's commission together with all legal costs and taxes thereon, where the services of an Attorney-at-Law are required in order to ensure the fulfilment of any of its obligations under the Agreement and/or in order to recover any rent, charges and/or indemnity.

3.8 Air Conditioning:

In addition to the other terms and conditions of this Agreement, the Tenant hereby undertakes to comply with the following terms and conditions relating to the air conditioning equipment ("**A/C Equipment**") (if any) installed in the Premises:

- (i) In order for the Tenant to benefit from use of the A/C Equipment, the Tenant shall be required to purchase a prepaid Token at such a rate (applicable to all residents of the Unicity Student Residences) which shall be determined by the Landlord. The aforesaid Token shall consist of a 20-digit number which is generated in real time by a software. The A/C Equipment may be used when the Tenant haskeyed in the said 20-digit number in the prepaid electric meter, in the room.
- (ii) If at end of the Lease Agreement the A/C Equipment is still credited, the Tenant shall not be reimbursed.
- (iii) It is strictly forbidden for the Tenant and/or his/her invitees to tamper with, damage and/or misuse the A/C Equipment. The Tenant shall be liable for any damage caused to the A/C Equipment by any of his/her invitees. The Tenant must not attempt to repair the A/C Equipment.
- (iv) In the event of any damage caused to the A/C Equipment during this Agreement, the Tenant shall be liable for the cost of repairs to the said equipment and the Landlord shall be entitled, at its sole discretion, to deduct such cost of repairs from the security deposit.
- (v) Should the A/C Equipment cease to operate or function properly due to some anomaly, the Tenant shall be required to notify the Landlord immediately. The Landlord shall not be liable whatsoever for any compensation, should the A/C Equipment cease to operate or function properly.

- (vi) Any damage and/or misuse to the A/C Equipment must be reported by the Tenant to the Landlord immediately.
- (vii) The Tenant shall grant to the Landlord and its contractors and/or employees' reasonable access to the room to inspect the A/C Equipment and effect repairs.
- (viii) The Landlord shall be responsible for the repair and maintenance of the A/C Equipment and the Tenant shall be notified at least 24hours prior to any intervention, save and except in the event of emergency.

## 4. GUARANTOR'S UNDERTAKING

- 4.1 Where the Landlord exceptionally, at its sole discretion, agrees for all rentals to be paid monthly in advance, the Tenant shall on its part, procure the undertaking of a Guarantor who will guarantee, **jointly and severally** with the Tenant, the timely payment of all sums/expenses payable by the Tenant and due execution of all obligations incumbent upon the Tenant under this Lease and any renewal hereon (upon such terms agreeable to the Landlord). The aforesaid undertaking shall, where applicable, be herewith « **FOURTH SCHEDULE**». It is based on the aforesaid undertaking that the Landlord will have agreed to enter into the Agreement.
- 4.2 The said undertaking shall entitle the Landlord to have recourse directly and/or solely against the Guarantor, for due execution of any obligations under this Lease and/or payment of any amounts due under this Lease, without the Landlord necessarily taking any measures against the Tenant.
- 4.3 The Landlord shall provide a copy of this Lease, duly executed by the Parties.

## 5. THE OBLIGATIONS OF THE LANDLORD

5.1 The Landlord shall:

- (a) Allow the Tenant to enjoy quiet possession and/or occupation of the Premises without any unreasonable interruption in accordance with the relevant provisions of the Mauritian Civil Code.
- (b) ensure all structural repairs including, but not limited to, the main walls, roofs, ceiling, floors and structure, main drains, major repairs to electrical wiring, plumbing, water, water heating, gas supply system and sewerage system;
  - (a) Remedy and/or cause to be remedied any of the above defects, which may come into existence during the lease period within a reasonable delay following written notification from the Tenant.
  - (b) ensure the proper maintenance, cleaning and lighting of the communal areas;
  - (c) ensure the maintenance of the landscaping;

(d) ensure refuse removal at the Property;

5.2 The Tenant shall have the right to terminate the lease, in case the Landlord fails to fulfil any of its obligations set out at Clause 4.4 of the Agreement, fifteen (15) days after the service of a Notice « **Mise en Demeure** » requiring him to fulfil its obligation under the present lease agreement. Any rental paid in advance shall, where such termination is due to breach by the Landlord, be reimbursed to the Tenant pro rata up to the date of termination, without interest.

5.3 It is expressly agreed between the parties that the Landlord, its agents and/or workmen shall cause as little inconvenience as possible to the Tenant when carrying out any repair, alteration and/or improvement and the Tenant shall not be entitled to any claim for indemnity, compensation and/or reduction of rent in respect of normal inconvenience caused by any such repairs, alteration and/or improvement, provided same are carried out within a reasonable delay.

## 6. INSURANCE

6.1 The Landlord shall cause the Property together with all the Fixtures, Fittings, Furniture and Equipment listed in the « **CHECK-IN/CHECK-OUT FORM**» to be insured against: -

- (a) Fire and allied perils including burglary; and
- (b) Landlord and tenant's liability.

6.2 The Tenant shall contract adequate insurance covers, after consultation with the Landlord and keep such insurance valid and/or in force at all times throughout the duration of the lease. The insurance should cover the Tenant against the following risks, namely: -

- (a) The Tenant's assets against fire plus all perils (including explosion) and burglary.

6.3 The Tenant shall indemnify and hold the Landlord harmless against all proceedings, claims, costs and/or expenses which he may incur and/or for which he may be held liable as a result of any negligence and/or wilful misconduct or default of the Tenant, its invitees, employees, licensees, servants, lessees, contractors or agents or their respective servants.

6.4 The Tenant and its insurer shall waive all rights of recourse and subrogation against the Landlord and its insurer and the other tenants of the Property and their insurers, in respect of the Landlord's liability or the liability of any other tenant of the Property. The Tenant shall cause its said insurance policy for its personal belongings to be duly endorsed to this effect.

6.5 The Landlord shall under no circumstances be held liable towards the Tenant and/or any third party for any loss and/or damage, which may result from: -

- (a) The Tenant's failure to comply with Clause 6.2;
- (b) The Tenant being under-insured;
- (c) The application of any excess; and /or
- (d) The non-observance by the Tenant of any warranty and/or condition contained in the insurance policies contacted by him in accordance with Clause 6.2.

6.6 The Tenant hereby agrees to produce to the Landlord evidence of its insurance policies in compliance with the provisions abovementioned. Any non-compliance thereto shall be construed as a breach of the present agreement.

## 7. FORCE MAJEURE

- 7.1 Neither party hereto shall be liable for any breach or delayed performance of its obligations hereunder resulting from an Event of Force Majeure where the breaching party could not reasonably prevent or cater for the breach at a reasonable cost.
- 7.2 The party relying on Force Majeure exception shall be under a continuing duty to mitigate the consequences of the Event of Force Majeure.
- 7.3 Each of the parties hereto agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure. Such notice shall contain details of the circumstances giving rise to the Event of Force Majeure, including the time of occurrence of the Event of Force Majeure and its probable duration.
- 7.4 Upon the termination of the Event of Force Majeure notified under Clause 7.3, the party relying on the Force Majeure exception shall be under a duty to give written notice to the other party of the moment of cessation of the Event of Force Majeure.
- 7.5 In the event that the said property become temporarily unfit for human habitation following any event of « **Force Majeure** », then the Tenant shall, if repairs are feasible, reserve the right to withhold payment of rent until such time that the Property is made inhabitable again by the Landlord. During such time of withholding such payment the Tenant is not entitled to occupy the Property.

## 8. STUDENT RESIDENCE CARD

8.1 The Landlord may provide to the Tenant, a Student Residence Card (hereinafter referred to as the "**Card**"),

for the duration of the Tenant's rental of the Premises, which shall be presented for the purposes of identification and security control when accessing the Building. The Tenant shall carry the Card with him or her at all times.

- 8.2 The Card may also entitle the Tenant to benefit from certain offers or discounts when purchasing goods, services and/or consumables from certain third parties, willing to provide same. The rights and benefits attached to the Card are granted to the holder of the Card only and cannot be assigned/transferred to any third party. The purchases must be made by the holder of the Card only, in order to benefit from the offers attached to the Card.
- 8.3 The offers and benefits attached to the Card may be subject to change, without notice to the Tenant. The Tenant has a duty him/herself to consult regularly the [www.studentliferesidences.mu](http://www.studentliferesidences.mu), in order to ascertain any modifications/updates made to those offers and benefits attached to the Card.
- 8.4 The Landlord and any administrator of the Card, as may be designated by the Landlord, shall not be liable for any failure and/or refusal by providers of benefits/offers to honour any benefits/offers attached to the Card.
- 8.5 The Tenant shall return the Card to the Landlord, in good condition, at the expiry or end of this Lease for any reason whatsoever. Should the Tenant fail to return the Card to the Landlord, in good condition, at the end or expiry of this Lease, or require a replacement card in the event that same is lost or damaged, it shall pay to the Landlord the sum of **MUR 1,000.00** inclusive of Value Added Tax as damages.
- 8.6 All benefits attached to the Card shall automatically cease, without need for any other formality, upon the termination or expiry of this Lease. A new Card shall be issued to the Tenant upon any renewal of this Lease.
- 8.7 The Landlord shall not be liable for any indemnity and/or compensation of any nature whatsoever, in the event of any delay in issuing the Card and/or any policy decision to cease issuing of the Card.

## 9. NOTICE

- 9.1 Any notice required to be given hereunder shall be in writing addressed to the party concerned at its given address shown below or such other address or e-mail address as either party may from time to time notify to the other party for such purpose. Any notice:
  - (a) Delivered personally shall be deemed to have been given at the time of such delivery;
  - (b) Sent by normal post shall be deemed to have been given five (5) days after posting;
  - (c) Sent by registered letter with advice of delivery shall be deemed to have been given seven (7) days after posting;

- (d) Sent by facsimile shall be deemed to have been given at the time of confirmed transmission by return fax.
- (e) Sent by e-mail shall be deemed to have been received at latest on the close of the business day on which such message is received on the recipient's server.

9.2 Notices shall be delivered to the addresses of the Landlord and Tenant stipulated in the First Schedule hereto.

## 10. SALE OR TRANSFER OF THE PROPERTY

In the event of the sale or transfer of the Property to a third party and provided that this Lease is not prematurely terminated, the Parties undertake to do any act that shall be necessary in order to assign this Lease to the said third party buyer/owner.

## 11. IMAGE RIGHTS

11.1 The Tenant hereby provides to the Landlord, including any of its affiliates and related companies, specific and perpetual permission to publish, store, access, display, print, distribute (and generally carry out any other form of processing on) free of any charge, whether directly or indirectly, any and all of the photographic and/or cinematographic images taken of the Tenant and/or property belonging to the Tenant including the copyright subsisting therein, subject to the terms and conditions hereof for marketing purposes, which may include on social media forums, viewable by the public at large (hereinafter referred to as the "**Images**").

11.2 The Tenant hereby undertakes not to hold the Landlord including any of its affiliates and related companies responsible whatsoever for any distortion and/or modifications brought to the Images and/or any and all unauthorised use whatsoever of the Images by any third person(s), through no fault or outside the control of the Landlord including any of its affiliates and related companies.

## 12. DATA PROTECTION

Any personal data collected under the present lease agreement shall be processed in compliance with the Data Protection Act 2017 and any other applicable data protection laws.

## 13. SEVERABILITY

The parties agree that the validity, legality and enforceability of the remaining provisions of the present agreement shall not be affected and/or impaired in any way, should one or more of the provisions hereof be declared invalid, illegal and/or unenforceable.

## 14. MEDICAL CONDITIONS

The Tenant agrees to promptly and voluntarily disclose any medical conditions that could impact their safety, the safety of other residents, or the condition of the premises to the Landlord, within One (1) Week of the Commencement Date. This includes, but is not limited to, conditions that might result in medical emergencies or affect the Tenant's ability to live safely on the Property.

The Tenant acknowledges and agrees that, if they have a medical condition that poses potential risks to themselves or others, they will take all reasonable precautions to manage their medical condition while on the Property. This includes following prescribed medical treatments, medications, and any other recommended measures to prevent medical emergencies.

Any medical information provided by the Tenant shall be treated as confidential and will only be used for the purpose of ensuring the safety and well-being of all residents, in line with the Landlord's data protection obligations under Clause 12 above.

In the event that the disclosed medical condition requires reasonable accommodations to ensure the Tenant's safety, the Landlord agrees to engage in good faith discussions with the Tenant to explore the option of providing specialised accommodations to the Tenant, where such specialised accommodations can be provided without causing undue hardship to the Landlord.

The Tenant agrees to indemnify and hold the Landlord harmless from any claims, damages, liabilities, or expenses arising from the Tenant's failure to disclose a medical condition that poses risks or failure to take reasonable precautions to manage their medical condition, as described in the present clause.

## 15. FIRST SCHEDULE

### RENT APPROVAL FORM

The words and expressions in this Rent Approval Form have the same meaning as those defined in the Lease Agreement and the Annex and shall be subject to the same applicable terms of interpretation.

<b>TENANT: FULL NAME</b>		<b>Gender</b>	
<b>PERMANENT RESIDENTIAL ADDRESS</b>			
<b>COUNTRY OF RESIDENCE</b>			
<b>TELEPHONE NUMBERS</b>	<b>Home</b>		<b>Mobile</b>
<b>NATIONALITY</b>			
<b>IDENTITY / PASSPORT NUMBER/S OF TENANT</b>			
<b>DATE OF BIRTH</b>			
<b>MEDICAL CONDITION</b>			
<b>E MAIL ADDRESS</b>			
<b>PREMISES DESCRIPTION</b>	<b>Type</b>		<b>Room</b>
<b>PERMITTED USE OF PREMISES</b>	Residential		
<b>INITIAL LEASE PERIOD</b>			
<b>LEASE COMMENCEMENT DATE</b>			
<b>RENTAL PER MONTH</b>		<b>SPECIAL OFFER</b>	
	Special Approval:		
<b>DEPOSIT</b>		<b>ADMIN FEE</b>	
<b>NOMINATED BANK ACCOUNT DETAILS FOR RETURN OF ANY PART OF THE DEPOSIT</b>	Account Holder: Name of Bank: Account No.: Swift Code: IBAN No.:		



## 16. SECOND SCHEDULE

### USR Lease [Extension/Shortening/Temporary Departure] Application and Acknowledgment Form

Student Information:

Name of Student: \_\_\_\_\_

Student ID: \_\_\_\_\_

Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Current Lease Details: Room Number: \_\_\_\_\_

Lease Start Date: \_\_\_\_\_

Lease End Date: \_\_\_\_\_

Lease [Extension/Shortening/Temporary Departure] Request:

I, [NAME], hereby apply to [extend my lease/shorten my lease/temporarily depart from my room] as per the signed Lease Agreement dated \_\_\_\_\_ with Uniciti Student Residences (the “**Lease Agreement**”), for a period of \_\_\_\_\_ months, commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.

#### **Acknowledgment of Terms and Conditions:**

**By signing below, I acknowledge and agree to the following:**

1. I understand that by [extending/shortening/ temporarily departing from my room] as per my Lease Agreement, I shall continue to be bound by all the terms and conditions outlined in the Lease Agreement, including any subsequent amendments or addendums to the Lease Agreement.
2. I acknowledge that for the duration of the [extended/shortened/temporary departure] period, I will be subject to the same rules, regulations, and policies governing the student campus accommodation.
3. I understand that any failure to comply with the terms and conditions of the Lease Agreement or the [extended/shortened/temporary departure] period may result in the enforcement of appropriate penalties by the USR, including termination of the Lease Agreement and eviction from the Premises.
4. I acknowledge that the Advance Rent and any applicable fees or charges for the [extended/shortened/temporary departure] period shall be paid in accordance with the existing payment terms and schedule.
5. I understand that any modifications or changes to the lease agreement during the [extended/shortened/temporary departure] period will be provided to me in writing and will be incorporated as part of the Lease Agreement, subject to applicable laws and regulations.

I hereby declare that the information provided above is true and accurate to the best of my knowledge.

Tenant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## 17. THIRD SCHEDULE

### CHECK-IN/CHECK-OUT FORM

UNICITI		ENTRY & EXIT FORM			
STUDENT RESIDENCES		LIVE. LEARN. THRIVE			
<b>Tenant:</b>		<b>Block:</b>			
<b>Phone No. (*Whatsapp):</b>					
<b>Room Option:</b>			<b>Entry Date:</b>		
<b>Room No.:</b>			<b>Exit Date:</b>		
<b>Equipment/Fixtures &amp; Fittings</b>	<b>Entry</b>	<b>Exit</b>	<b>Electrical Items</b>	<b>Entry</b>	<b>Exit</b>
Metal Bed & Bed Head			16A & 13A Socket - Working Desk		
Wardrobe			16A & 13A Socket - Bed Head		
Metal Shelf (Entrance & Working Desk)			Ceiling Light Tube		
Working Desk			Ceiling/Wall Fan or Air Conditioning Unit		
Cork Board <i>(if applicable)</i>			Smoke Detector		
Paper bin			2g Light Switch		
Student Chair (Working Desk)			Fan Controller/AC Controller		
Single mattress			Mini Fridge		
2 curtains			<b>Keys &amp; Student Packs</b>	<b>Entry</b>	<b>Exit</b>
Sliding door (Balcony)			Room/Main Door Key		
Room Entrance Door			Locker Key <i>(if applicable)</i>		
Wall/Concrete Surface condition			Kitchen Pack		
Flooring Condition			Bed Pack		
<b>Toilet &amp; Bathroom Amenities <i>(if applicable)</i></b>	<b>Entry</b>	<b>Exit</b>	<b>Entry Comments:</b>		
Toilets					
Toilet Tissue Holder					
Jet Sprayer					
Vanity					
Bathroom Mirror			<b>Exit Comments:</b>		
Towel Holders					
Hand Washing Basin					
Basin Tap					
Shower mixing Tap					
Shower Head					
<b>Tenant Signature (Entry)</b>			<b>RA Signature (Entry)</b>		
<b>Tenant Signature (Exit)</b>			<b>RA Signature (Exit)</b>		

## 18. FOURTH SCHEDULE

### GUARANTOR'S UNDERTAKING

#### ANNEX C - GUARANTOR'S UNDERTAKING CONTAINED IN APPLICATION FORM

**(\*Where the Guarantor is an Individual)**

I, ....., residing at....., holder of.....passport bearing No ..... hereby confirm as follows: -

that I / the Guarantor shall be sponsoring the tertiary education and related expenses of \_\_\_\_\_, whilst he/she is in Mauritius and that consequently, I / the Guarantor hereby irrevocably undertake(s) to guarantee, jointly and severally, the timely payment of all sums payable and timely execution of all obligations incumbent upon the applicant, under any lease of student accommodation granted by **UNICITI EDUHOUSING LTD** (or its assignee) to \_\_\_\_\_.

Date: \_\_\_\_\_

\_\_\_\_\_

Guarantor's Name: \_\_\_\_\_