

DATED THIS 28TH DAY OF **December 2021**

BETWEEN

TAN WEE PING
("The Landlord")

AND

KOREAN TOURISM ORGANIZATION
("The Tenant")

TENANCY AGREEMENT

for

N-31-06, Banyan Tree Signature Pavilion, No.2, Jalan Conlay, 50450 KL
(the "Demised Premises")

AGREEMENT

THIS AGREEMENT is made the day and year stated in Section 1 of the Schedule 1 hereto between the party whose name and description are stated in Section 2 of the Schedule 1 hereto (hereinafter called the "Landlord") of the one part and the party whose name and description are stated in Section 3 of the Schedule 1 hereto (hereinafter called the "Tenant") of the other part.

WHEREAS:

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| 1. | The Landlord is the legal and beneficial owner of the condominium unit described in Section 4 of the Schedule 1 hereto (hereinafter referred to as the "Demised Premises"). | Parties
Description of Demised Premises |
| 2. | The Landlord is desirous of letting and the Tenant is desirous of taking the Demised Premises and TWO (2) car parking bays together with furnishings, fixtures, fittings and furniture as described in the Inventory hereto (on an "as is basis") and upon the terms and conditions hereinafter contained. | Recitals:
Inventory of Furnishings |
| 3. | The Tenant being a natural person or the occupant of the Demised Premises. | Tenant Or Occupant |

NOW THIS AGREEMENT WITNESSETH as follows:-

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| 1. | The Landlord hereby lets and the Tenant hereby takes a tenancy of the Demised Premises together with the use and enjoyment of the common facilities used in conjunction with the Demised Premises TO BE HELD by the Tenant for the term of tenancy specified in Section 5 of the Schedule 1 hereto (hereinafter referred to as the "Term of Tenancy") from the date specified in Section 6.1 of the Schedule 1 hereto (hereinafter referred to as the "Commencement Date") to the date specified in Section 6.2 of the Schedule 1 hereto (hereinafter referred to as the "Expiry Date") at an agreed monthly rental specified Section 7 of the Schedule 1 hereto (hereinafter referred to as the "Reserved Rent") payable in advance by the date of each and subsequent calendar month specified in Section 8 of the Schedule 1 hereto and subject to the terms and conditions hereinafter contained. | Agreement to rent Demised Premises
Term of Tenancy
Commencement and Expiry Date
Reserved Rent
Date Payable |
| 2. | The Tenant shall upon execution of this Agreement pay the Landlord the sum specified in Section 10 of the Schedule 1 hereto (receipt whereof the Landlord hereby acknowledges) (hereinafter referred to as the "Deposit") as security for the due observance and performance by the Tenant of all his duties and obligations hereunder and on its part to be performed and fulfilled. The Deposit shall be maintained at this figure during the Term of Tenancy and shall not without the previous written consent of the Landlord be deemed to be or treated as payment of rent and the same shall be returned to the Tenant free of interest within a period of not more than seven (7) days from the date of expiry or sooner determination of the term hereby created less any sum as may then be due to the Landlord for | Rental Deposit |

	damage caused to the Demised Premises by the Tenant (damage due to normal wear and tear excepted).	
3.	The Tenant shall also upon the execution of this Agreement pay the Landlord the sum specified in Section 11 of the Schedule 1 hereto (hereinafter referred to as the "Utilities Deposit") as deposit towards water, electricity, gas and sewerage charges. The Utilities Deposit less any sums as may then be payable by the Tenant (if any) towards such utilities shall be refunded free of interest to the Tenant on the expiry or sooner determination of the term hereby created.	Utilities Deposit
4.	THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:-	Tenant's Covenants:
4.1	To pay the Reserved Rent on the days and in the manner aforesaid.	To pay Reserved Rent
4.2	To pay all charges in respect of water, electricity and gas consumed on the Demised Premises including sewerage charges and all other utilities supplied to the Demised Premises according to the meters thereon and all charges for telephone (if any).	Payment of Utilities
4.3	(i) During the Term of Tenancy, to keep the Demised Premises, the furniture, fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenantable repair and condition (normal wear and tear excepted). (ii) To be responsible for all minor repairs, replacement of parts and other expendable items at the Tenant's own expense up to a limit of RM200 only. Such expenditure in excess of RM200 per single item shall be borne by the Landlord fully, provided that the damage is not caused by the Tenant's negligence or default or omission.	To keep in good repair
4.4	To use the Demised Premises as a place of residence in the occupation of one family only.	Private Residence
4.5	To observe all the house rules and regulations made by the Management of the condominium complex.	To observe House Rules
4.6	Not to carry on or permit or suffer the use of the Demised Premises for any other purpose and in particular not to use the Demised Premises for any unlawful or immoral purposes.	Not to use Demised Premises for any illegal purposes
4.7	Not to suffer or permit anything to be in or upon the Demised Premises or any part thereof which may or is likely to be a nuisance, annoyance or danger to the owners and/or occupiers of adjacent and/or nearby condominium units and premises and to indemnify the Landlord in respect of any claims arising therefrom.	Not to permit nuisance
4.8	At all times, to keep and maintain the interior thereof including all doors, windows, glass, shutters, locks and fastenings and other furniture fixtures fittings and additions thereto in good and tenantable repair and decorative condition and to replace and substitute the electric/florescent bulbs at its own costs during the Term of Tenancy.	To keep interior in good repair
4.9	Not to make or permit any alteration in the construction or structure of the Demised Premises nor to cut, alter or injure any of the walls, timbers or	Not to make alterations and

- floors of the Demised Premises nor to hack any holes or drive anything whatsoever into the walls or to bore any holes into the ceiling without the previous written consent of the Landlord and if the teak timber finish of the floor (if any) is scratched and/or damaged, to varnish and restore the same to its original condition upon termination of this Agreement. to maintain premises in present state
- 4.10 Forthwith to give the Landlord notice in writing of any structural defects in the Demised Premises. To give notice of structural defects
- 4.11 To replace at the expiration or sooner determination of the Term of Tenancy such of the Landlord's furniture, fixtures and fittings and other property within the Demised Premises, as may have become damaged or lost by direct substitution i.e. of depreciated value and quality. To make good damage
- 4.12 Save in so far as the Landlord is made liable therefor by statute not to hold the Landlord liable for any accident damage or injury caused to the Tenant, his servants, agents, licensees and invitees on the Demised Premises which may happen as a result of the negligence improper management, breakage or want of repair of any part of the Demised Premises or any fittings, fixtures furniture and/or equipment therein and to indemnify the Landlord for all damages arising therefrom. Not to hold Landlord liable
- 4.13 To permit the Landlord and his duly authorised representatives upon giving seven (7) days' previous notice in writing at all reasonable times to enter upon and examine the condition of the Demised Premises, whereupon the Landlord shall be entitled to serve upon the Tenant a notice in writing specifying therein any repairs necessary to be carried out and requiring the Tenant to forthwith to execute the same and if the Tenant shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such repairs or works then the Landlord with or without workmen and others shall be entitled to enter upon the Demised Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action. To permit entry for inspection and do repairs
- 4.14 Not at any time during the Term of Tenancy without the consent in writing of the Landlord to assign, sub-let or otherwise part with the possession of the Demised Premises or any part thereof or permit of suffer any other person or persons to hold or occupy the same or any part thereof. Not to assign or sub-let
- 4.15 Not to do or permit to be done on the Demised Premises anything which may or will infringe any of the laws, bye-laws or regulations made by the Government or any competent authority affecting the Demised Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rate or rates of premium payable thereon may be increased and to repay the Landlord all sums paid by way of an increased premium. Not to do acts which will affect Landlord's insurance
- 4.16 To maintain and service all the air-conditioning units (if any) within the Demised Premises as and when require during the Term of Tenancy at the Tenant's own costs. Provided always nothing herein shall make it incumbent on the Tenant to compensate for any major replacement or extensive repairs to the air-conditioning units save and except where replacement or repairs are caused by the negligence of or misuse by the Tenant, its servants and/or agents or through lack of maintenance. To maintain air-conditioners

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| 4.17 | Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Demised Premises against damage by fire may become void or voidable or whereby the rate of premium be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses incurred by him in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments shall be a debt due and forthwith recoverable by the Landlord. | Not to avoid insurance |
| 4.18 | To insure his own valuables and belongings including all additional furnishings fixtures and fittings brought thereon the Demised Premises against loss and damage by fire or theft during the Term of Tenancy. | To insure own valuables, etc. |
| 4.19 | At the expiration or sooner determination of the Term of Tenancy hereby created to peaceably and quietly yield up the Demised Premises to the Landlord with all the furniture, fixtures and fittings (except the Tenant's fixtures and fittings) therein in tenantable repair in accordance with the Tenant's covenants herein before contained. | To yield up Demised Premises furnishings, fixtures and fittings in good repair |
| 4.20 | During four (4) clear weeks immediately preceding the termination of the tenancy unless the Tenant shall have given notice of his intention to renew the tenancy as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable times of the day to view the Demised Premises for the purpose of letting the same. | To allow viewing |
| 5. | THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:- | Landlord's Covenants: |
| 5.1 | To pay the Quit Rent assessment, service charges and other outgoing relating to the Demised Premises other than those herein agreed to be paid by the Tenant. | To pay quit rent, assessment and service charges |
| 5.2 | To insure and keep insured the Demised Premises, furnishings, fixtures and fittings belonging to the Landlord against loss and damage by fire during the Term of Tenancy. | To keep insured |
| 5.3 | Upon the Tenant paying the rent hereby reserved and observing and performing the covenants, obligations and stipulations herein on his part contained, to allow the Tenant to peaceably hold and enjoy the Demised Premises without any interruption from the Landlord or any persons rightfully claiming through under or in trust for him. | To allow quiet enjoyment |
| 5.4 | To ensure that all the electrical appliances supplied as listed in the Inventory are in good working order at the Commencement Date of this Agreement. | To ensure electrical items are in good working order |
| 5.5 | Landlord cannot make any financial claim for depreciation expense of existing furniture; a washing machine, wardrobe, cabinet, mattresses, air conditioners by using them. Tenant shall get back the Security Deposit amount as section 10 of schedule 1 when hand over the key to the Landlord at the agreed move out date if there is no outstanding amount owing by the Tenant to the Landlord.
The necessary repair requested from the Landlord side, Landlord must share the quotation and budget with the Tenant before conducting all the | |

required tasks and the repairing work only can be done when the both parties agree.

- 5.6 The Landlord cannot make a demand of painting the whole house except any special cases, such as fire burn or scribble. The Landlord shall provide 2 months of warranty period for any existing defect that can be occurred from air conditioners, drain, toilet flow, water heater and light.

If in any case of break down or failure in the unit, the Landlord has to response or reply back with the solution with in seven days and the action has to be done by 30 days, accordingly the Tenant can repair or fix the problem and claim the cost to the Landlord

6. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:- Provisos:

- 6.1 If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven (7) days after becoming payable or if any of the Tenant's covenants shall not be performed or observed or if the Tenant shall suffer execution on the Demised Premises or if the Tenant shall become a bankrupt or being a company or corporation shall go into liquidation otherwise than for the purpose of amalgamation or reconstruction or if the Tenant for the time being shall enter into any composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods then and in any of those events it shall be lawful for the Landlord or any persons authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants herein contained. Power of re-entry

- 6.2 If the Demised Premises or any part thereof at any time during the Term of Tenancy be destroyed or damaged by any cause (other than the act or default of the Tenant or any servant of the Tenant or any person who is in the Demised Premises with his permission whether express or implied) so as to be unfit for occupation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for habitation and use. If the Demised Premises shall not be rebuilt or reinstated by the Landlord within one (1) month after the event either the Landlord or the Tenant may at any time thereafter give to the other of them notice in writing to determine this tenancy and thereupon this Agreement shall cease and be void as from the date of the occurrence of such damage or destruction but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant or of the Landlord in respect of the rent hereby reserved until such date. Destruction or damage to Demised Premises
Suspension of Reserved Rental
Termination in event of non-reinstatement

- 6.3 Notwithstanding anything herein contained, the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect thereof:- No claims against Landlord

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| 6.3.1 | Any interruption in any of the common facilities used and enjoyed in conjunction with the Demised Premises occasioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, Act of God or cause beyond the control of the Landlord or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of electricity or water telephone service or labour disputes. | Interruption in services, etc. |
| 6.3.2 | Any damage injury or loss arising out of the leakage of the piping, wiring and other systems in the condominium complex. | Leakage, etc. |
| 6.3.3 | Any damage or loss of the goods and chattels of the Tenant as a result of theft, robbery or any other wilful and destructive act committed by outsiders beyond the control of the Landlord. | Damage to goods |
| 6.4 | In the event the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term, the Tenant shall give the Landlord Two (2) months' written notice of the same. Provided always that the terms and conditions of this Agreement shall have been duly observed and performed by the Tenant, the Landlord shall grant the Tenant a further term of tenancy as is specified in Section 12 of the Schedule 1 hereto upon the same terms and conditions (save and except for this clause) and at a rental to be agreed upon. | Option to renew |
| 6.5. | Without prejudice to Clause 6.1, the Tenant shall pay interest on demand to the Landlord on any monies which are or become due and payable pursuant to the provisions of this Agreement or due upon judgment to the Landlord until such time as all outstanding moneys including interest shall have been paid in full. The rate of interest applicable shall be at the rate of ten per centum (10%) per annum and such interest shall accrue and be calculated on a daily basis. | Interest on late payment of Reserved Rent |
| 6.6. | In the event the Landlord shall be desirous of selling the Demised Premises prior to the expiration or the term hereby created, the Landlord hereby covenants undertakes and agrees that such sale shall be subject to this tenancy and shall procure the Purchaser to continue with the terms and conditions of this Agreement in lieu of the Landlord and the Tenant hereby agrees to allow prospective purchasers at all reasonable times to enter upon and examine the Demised Premises upon reasonable notice given by the Landlord. | Sale of Demised Premises subject to Tenancy

Permission to view |
| 6.7. | All costs and incidental to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and it is further agreed that all costs and disbursements incurred by the Landlord (including the Landlord's Solicitors' fees on a Solicitor and Client's basis) in enforcing his rights hereunder in the event of any breach by the Tenant hereof shall be borne by the Tenant. Likewise, it is also agreed that all costs and disbursements incurred by the Tenant (including the Tenant's Solicitors' fees on a Solicitor and Client's basis) in enforcing his rights hereunder in the event of any breach by the Landlord hereof shall be borne by the Landlord. | Costs of preparing agreement

Tenant to pay legal costs, etc. |

- 6.8 Any notice in writing under the terms and conditions of this Agreement to be sent to either party hereto on the other shall be by prepaid registered post and shall be deemed to be sufficiently served at the time when in the ordinary course of post would have been delivered. Service of notices
- 6.9 No relaxation or forbearance delay or indulgence by the Landlord in enforcing any of the terms and conditions of this Agreement nor the granting of any time by the Landlord shall prejudice affect and/or restrict the rights and powers of the Landlord hereunder. No relaxation or forbearance or indulgence of Landlord
- 6.10 The Schedule(s) and Inventory hereto shall be taken read and construed as an essential part of this Agreement. Schedule(s) and Inventory
- 6.11 In the event of termination, the monthly rental amount payable for the last two (2) months till termination date shall be calculated from the date the termination notice is issued. Interpretation
7. In this Agreement:-
- 7.1 The terms "Landlord" and the "Tenant" shall include their heirs, personal representatives and successors-in-title;
- 7.2 words importing the masculine gender only shall include the feminine and neuter gender; and
8. Words importing the singular number only shall include the plural and vice versa.

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IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year first above written.

SIGNED BY the **Said Landlord** : _____
(Signature)

Name : **TAN WEE PING**

IC no : **830104-13-5819**

Date :

in the presence of : _____
(Signature)

Name : Gordon Oon Chee Peng

IC no : 920404-08-5285

Date :

SIGNED BY the **Said Tenant** : _____
(Signature)

Company : KOREAN TOURISM ORGANIZATION

Name : SHIN HAEIN

Passport no. : M 88812013

Date : 28 DECEMBER 2021

in the presence of : _____
(Signature)

Name : JEREMY TAN

IC no. : 910206-14-5321

Date : 28 DECEMBER 2021

SCHEDULE I

	<u>SECTION</u>	<u>PARTICULARS</u>
1.	Date of agreement	: This day 28 of DECEMBER 2021
2.	Description of Landlord	: Name : TAN WEE PING IC No : 830104-13-5819
3.	Description of Tenant	: Company : KOREAN TOURISM ORGANIZATION Name : SHIN HAEIN Passport : M 88812013 (Korea passport)
4.	Description of Demised Premises	: N-31-06, Banyan Tree Signature Pavilion, No.2, Jalan Conlay, 50450 KL 1195sqft with fully furnished
5.	Term of Tenancy	: ONE (1) Years with an option to renew for a further ONE (1) year at the rental to be mutually agreed upon, by the landlord and the tenant.
6.	Commencement Date	: 01 ST JANUARY 2022
	Expiry Date	: 31 TH DECEMBER 2022
7.	Reserved Rent	: RM7,000.00 (Seven Thousand only)
8.	Date payable	: The landlord hereby agrees that the payment of rental shall be paid by the Tenant upon execution of this Agreement and thereafter the monthly rental shall be paid by the (1 st) working day of each rental month.
9.	Rent payable to	: Account name : TAN WEE PING Bank : Maybank Account no. : 511083609161
10.	Security Deposit	: RM14,000.00 (Fourteen Thousand only)
11.	Utilities Deposit	: RM3,500.00 (Three Thousand Five Hundred only)
12.	Option to Renew	: Option to renew for a further ONE (1) year at the rental to be mutually agreed upon, by the landlord and the tenant.

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Meter Reading

Electricity Reading	
Water Reading	
Chill Water Reading	

Key Hand over

Received _____ number (s) of keys to the demised premise.

Received _____ access cards

Received _____ Proxy cards

Received _____ car sticker

Signature:.....

Landlord:.....

Date:.....

Signature:.....

Tenant:.....

Date:.....

Tenancy Agreement

SCHEDULE II

MAINTENANCE CHECK LIST

This is to confirm that the landlord / landlord's representative / agent and the tenant / tenant's representative / agent has inspected all the facilities provided for in the unit and accepted them in good working condition and capacity. Both parties hereby agreed to be responsible respectively for extent of repair works as follows:

LANDLORD	TENANT
Air-conditioner <i>(replacement of spare part & chemical clean)</i>	Air-conditioner <i>(normal service all air-conditioning regularly at least every 6 months)</i>
Water heater, flush system, shower head <i>(replacement of spare part)</i>	Lighting <i>(replacement of bulb)</i>
Refrigerator <i>(replacement of spare part)</i>	Drainage system <i>(clogging & leaking)</i>
Washing machine <i>(replacement of spare part)</i>	Hinge for wardrobe, cabinet & kitchen cabinet <i>(replacement of screw, to maintain good condition)</i>
Microwave oven <i>(replacement of spare part)</i>	Curtain / Blind / Roller <i>(cleaning of curtain)</i>
Television include DVD/VCR player <i>(replacement of spare part)</i>	Water filter, cooker hood <i>(replacement of cartridge)</i>
Ventilation Fan <i>(replacement of spare part)</i>	All electrical items <i>(to maintain in good condition)</i>
Water supply system <i>(water filter, piping system)</i>	

In the event, the Tenant terminates this Tenancy Agreement he or she shall be responsible for the following items: -

- a) to thoroughly clean the Demised Premises & wash all the curtains.
- b) to service all the air-conditioners.
- c) to ensure all electrical items (normal wear & tear excepted) & plumbing system(s) are in good working conditions.
- d) to settle water, sewerage, electricity, gas and all other utilities supplied to the Demised Premises till the termination date.