

DATED THIS 5th APRIL 2022

Between

**HOE CHEW KEAT
(NRIC NO: 790220-08-5907)
(LANDLORD)**

And

**BERISPEK SELMA GOZDE
(PASSPORT NO: U24409722 TURKEY)
(TENANT)**

DEMISED PREMISES:

**B-13A-09, 188 SUITES
NO.10 JALAN CENDANA OFF JALAN SULTAN ISMAIL
50250 KUALA LUMPUR**

AGREEMENT

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

WHEREAS: -

1. The Landlord is the legal and beneficial owner of the property described in **Section 4** of the Schedule hereto (hereinafter referred to as the "Demised Premises"). Description of Demised Premises

2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises together with furniture, fixtures and fittings as described in the Inventory hereto (where applicable) subject to the terms and conditions hereinafter contained. Inventory of Furnishings

3. The tenant being a natural person or the occupant is currently holding or in the process of applying for a valid permit to stay in Malaysia.

NOW IT IS HEREBY AGREED AS FOLLOWS: -

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 hereto (hereinafter referred to as the "Term of Tenancy") from the date specified in **Section 6.1** of the Schedule hereto (hereinafter referred to as the "Commencement Date") to the date specified in **Section 6.2** of the Schedule hereto (hereinafter referred to as the "Expiry Date") at an agreed monthly rental specified in **Section 7** of the Schedule 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 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 9** of the Schedule hereto (receipt whereof the Landlord hereby acknowledges) (hereinafter referred to as the "Security 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 Security 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 refunded to the Tenant free of interest within a period of not more than **Thirty (30) days** from the expiry date or sooner determination of the term hereby created less any sum as may then be due to the Landlord for damage caused to the Demised Premises by the Tenant (damage due to normal wear and tear excepted). Rental Deposit

3. The Tenant shall also upon the execution of this Agreement pay the Landlord the sum specified in **Section 10** of the Schedule 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 to the Tenant free of Utilities Deposit

Landlord	Tenant

interest within a period of not more than **Thirty (30) days** from the expiry date or sooner determination of the term hereby created.

4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows: - Tenant's Covenants
- 4.1 To pay the Reserved Rent punctually on the days and in the manner aforesaid without demand. 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, internet, Astro cable TV (if applicable). Payment of Utilities
- 4.3 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 tenable repair and condition (normal wear and tear excepted). To keep in good condition
- 4.4 To use the Said Premises only for the purpose stipulated in **Section 12** of the Schedule hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specified purpose herein stated and further not to do or permit or suffer anything to be done in or about the Said Premises or any part thereof which may become a nuisance or caused damage or inconvenience to the Landlord or the Tenant or occupiers of neighbouring premises. Private residence
- 4.5 To observe all the house rules and regulations made by the Management of the 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, including but not limit to any act of gambling, abuse of illegal drugs or any activities which may contravene any laws, by-laws, acts, ordinances, enactments or regulations made by the government, local council or any other authorities. 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 **EXCEPT for the first (1st) month**, the Tenant shall be responsible for all minor repairs and replacement due to routine and regular usage not exceeding the sum of **RM200.00 per item per job**. For any repairs above RM200.00, the first RM200.00 will be borne by the Tenant, and the balance amount will be borne by the Landlord and the tenant shall obtain the Landlord's approval before the commencement of repairs. It is the discretion of the Landlord to absorb the total cost of certain minor repairs and replacement job which he deemed fit. The Tenant shall not be liable for any damage caused to the electrical appliances e.g. air-conditioner, refrigerator, cooker hob, hood, washing machine, dryer, microwave, water heater, etc if such damage are due to fair wear and tear. Full cost shall be borne by Tenant if the damage is caused by Tenant's negligence with effect from the date of vacant possession. To keep interior in good and tenable condition

Not to make alterations and to maintain premises in present state

Landlord	Tenant

- 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 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 not to stick any sticker on the walls, floors, ceiling, wardrobes, cabinets and all built-ins 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. No additional lock shall be installed without prior written consent from the Landlord. Landlord shall be given a duplicate key of all new lockset at Tenant's own costs.
- 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 equivalent value and quality. To make good damage
- 4.12 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
- 4.16 To clean and service all the air-conditioning units within the Said Premises by competent air-conditioning service company at least once every six (6) months 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 To maintain air-conditioners insurance

Landlord	Tenant

caused by the negligence of or misuse by the Tenant, its servants and/or agent or thought of maintenance. To ensure that all the air-conditioning units are serviced before handing over the Said Premises to the Landlord upon expiry of the tenancy and to provide the Landlord, a copy of the service bill.

- 4.17 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 in clean condition with all the furniture, fixtures and fittings (except the Tenant's fixtures and fittings) therein in tenable repair in accordance with the Tenant's covenants herein before contained. To yield up Demised Premises furnishings, fixtures and fittings in good condition
- 4.18 During eight (8) 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 electricity items are in good working order
- 6. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows: - Provisions
 - 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 covenant shall not be performed or observed or if the Tenant shall suffer execution on the Said 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 into tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods, then in any of those events it shall be lawful for the Landlord or any persons authorized by the Landlord in that behalf at any time thereafter to re-enter upon the Said Premises or any part thereof in the name of the Landlord 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 Destruction or damage to Demised Premises

Landlord	Tenant

Suspension of Reserved Rent

Termination in event of non-reinstatement

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.

No claims against Landlord

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: -

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 on 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 willful 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 may grant the Tenant a further term of tenancy as is specified in **Section 11** of the Schedule 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%)** interest and shall accrue and be calculated on a daily basis. If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for fourteen (14) days after becoming payable or if any of the Tenant's covenant shall not be performed or observed then in any of those events, the Tenant has to vacate the Demised Premises within 7 days, reimburse the Landlord for all and any damages caused to the Demised Premises and

Interest on late payment of Reserved Rent

Vacate Demised Premises

Landlord	Tenant

forfeit all deposits. The tenant shall be responsible for all legal fees incurred by the Landlord to enforce this clause.

- 6.6 There shall be no termination of the tenancy during the Twelve (12) months by either party. In case of breach, a sum of equivalent to the deposits so paid as stipulated in **Section 9** of the Schedule shall be compensated by whichever party who committed the breach to the aggrieved party. The deposits stipulated in **Section 9** of the Schedule hereto shall be forfeited if the termination is effected by the tenant.

Early Termination
- 6.7 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 24 hours' notice given by the Landlord.

Sale of Demised Premises subject to Tenancy

Permission to view
- 6.8 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.

Cost of preparing Agreement

Tenant to pay legal costs, etc
- 6.9 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
- 6.10 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 by the Landlord.
- 7.0 The Schedule and Inventory hereto shall be taken read and construed as an essential part of this Agreement.

Schedule and Inventory
- 8 In this Agreement shall be governed by and construed in accordance with the laws of Malaysia.

Interpretation
- 8.1 The terms "Landlord" and the "Tenant" shall include their heirs, personal representatives and successors-in-title;
- 8.2 Words importing the masculine gender only shall include the feminine and neuter gender; and
- 8.3 Words importing the singular number shall include the plural number and vice versa.

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Landlord	Tenant

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year specified in Section 1 of the Schedule hereto.

SIGNED BY THE SAID LANDLORD

Name : HOE CHEW KEAT)
NRIC No. : 790220-08-5907)

In presence of:

Name :AARON LOH)
NRIC No. : 629081021)

SIGNED BY THE SAID TENANT

Name : BERISPEK SELMA GOZDE)
Passport No.: U24409722)

In presence of:

Name : CALVIN LEE KA HOU)
NRIC No. : 920110-14-5115)

Landlord	Tenant

SCHEDULE

(To be taken read and construed as an essential part of this Agreement)

SECTION	ITEMS	PARTICULARS
1.	Date of Agreement	The 5th day of April 2021
2.	Description of Landlord	Name : HOE CHEW KEAT NRIC No.: 790220-08-5907 Address : B-13A-09,188 SUITES, NO.10 JALAN CENDANA OFF JALAN SULTAN ISMAIL, 50250 KUALA LUMPUR
3.	Description of Tenant	Name : BERISPEK SELMA GOZDE Passport No.: U24409722 Address : SCICOM (MSC) BERHAD 25 TH FLOOR, MENARA TA ONE, 22 JALAN P.RAMLEE, KUALA LUMPUR 50250
4.	Description of Demised Premises	B-13A-09,188 SUITES, NO.10 JALAN CENDANA OFF JALAN SULTAN ISMAIL, 50250 KUALA LUMPUR with 1 car park bay
5.	Term of Tenancy	ONE (1) Year
6.	6.1 Commencement Date 6.2 Expiry Date	5 TH April 2022 4 th April 2023
7.	Reserved Rent	RM1800 Ringgit Malaysia One Thousand Eight Hundred Only
8.	Date payable	On or before 1 st of every calendar month (with 7 days grace period).
9.	Security Deposit	RM3600 Ringgit Malaysia Three Thousand Six Hundred Only
10.	Utilities Deposit	RM900 Ringgit Malaysia Nine Hundred Only
11.	Option to renew	Option to renew for one (1) year (subject to prevailing market rate to be agreed between the parties)
12.	Use of Demised Premises	Residential Purposes Only

Monthly rental shall be deposited into the Landlord's authorized Bank Account as follows:

Landlord	Tenant

Name : HOE CHEW KEAT
 Account No :
 Bank :

MAINTENANCE CHECK LIST

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

LANDLORD	TENANT
Air-conditioner <i>(General repairing & replacement of spare parts & chemical cleaning before the Tenant move in)</i>	Air-conditioner <i>(normal service / chemical cleaning of all air-conditioner regularly every 6 months & once upon moving out)</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)</i>
Washing machine / Tumble dryer (if any) <i>(replacement of spare part)</i>	Hinge for wardrobe, cabinet & kitchen cabinet <i>(to maintain good condition)</i>
Microwave oven <i>(replacement of spare part)</i>	Water filter, water purifier, cooker hood <i>(replacement of cartridge)</i>
Television / DVD Players (if any) <i>(replacement of spare part)</i>	All electrical items <i>(to maintain good condition inclusive normal service)</i>
Ventilation fan (if any) <i>(replacement of spare part)</i>	Bed linens, pillow cases, mattress protectors <i>(to wash upon handover)</i>
Water supply and drainage system <i>(general repairing & water filter, piping system leaking)</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 whole apartment
- b) To service all the air-conditioners
- c) To ensure all electrical items (normal wear & tear excepted) & plumbing system are in good working condition.
- d) To settle water, sewerage, electricity, gas and all other utilities supplied to the apartment till termination date.

Landlord	Tenant

.....
(Occupant / Tenant's Representative)
Name :
NRIC No :

.....
(Landlord / Landlord's representative)
Name :
NRIC No :

Landlord	Tenant