

AGREEMENT

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

Parties

WHEREAS:-

Recitals:

1. The Landlord is the legal and beneficial owner of the Demised Premises described in Section 4 of the Schedule hereto (hereinafter referred to as the "Demised Premises").
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Demised Premises * together with furnishings, fixtures, fittings and furniture as described in the Schedule 2 (Inventory List) hereto (on an "as is basis") and upon the terms and conditions hereinafter contained.
3. The Tenant being a natural person or the occupant (in the case of the Tenant being Company) is an expatriate currently holding or in the process of applying for a valid work permit to work in Malaysia.

Description of Demised Premises
Inventory of Furnishings
Expatriate Tenant Or Occupant

NOW THIS AGREEMENT WITNESSETH 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 Schedule 1 hereto (hereinafter referred to as the "Term of Tenancy") from the date specified in Section 6.1 of Schedule 1 hereto (hereinafter referred to as the "Commencement Date") to the date specified in Section 6.2 of Schedule 1 hereto (hereinafter referred to as the "Expiry Date") at an agreed monthly rental specified in Section 7 of 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 Schedule 1 hereto and subject to the terms and conditions hereinafter contained.
2. The Tenant shall upon execution of this Agreement pay the Landlord the sum specified in Section 9 of 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 thirty (30) 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 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 10 of 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.
4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:-
 - 4.1 To pay the Reserved Rent on the days and in the manner aforesaid. Failure to pay the rent up to this date landlord have the rights to disconnect the utilities and deactivate the access card. Reactivation of any disconnection will be borne fully by tenant.
 - 4.2 To pay all charges in respect of water, electricity, sewerage and gas consumed on the Demised Premises including sewerage charges and all other utilities supplied to the

Agreement to rent Demised Premises
Term of Tenancy
Commencement and Expiry Date
Reserved Rent
Date Payable
Security Deposit
Utilities Deposit
Tenant's Covenants:
To pay Reserved Rent
Payment of Utilities

	Demised Premises according to the meters thereon and all charges for telephone (if any).	
4.3	To use the Demised Premises as a place of residence in the occupation of one family only.	Private Residence
4.4	To observe all the house rules and regulations made by the Management of the condominium complex	To observe house rules
4.5	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
4.6	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
4.7	At all times, to keep and maintain the furniture, fixtures and fittings listed in the inventory hereto (if any) in good and tenantable repair and decorative condition (fair, wear and tear, constructional defects and damage by fire, lightning, tempest, landslide, termite, Act of God, riot and civil commotion excepted), to replace and substitute the electric/florescent bulbs, pipe blockages, pipe/tap leakages at its own costs and minor repair work not exceeding RM250.00 (each repair work) during the Term of Tenancy.	To keep interior in good repair
4.8	To service all the air conditioning units 2 to 4 times a year depending on usage at its own costs during the Term of the Tenancy.	To service the air conditioners
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 if the teak timber finish of the floor (if any) is scratched and/or damaged (fair, wear and tear scratches excepted), to varnish and restore the same to its original condition upon termination of this Agreement.	Not to make alterations and 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 (fair, wear and tear, constructional defects and damage by fire, lightning, tempest, landslide, termite, Act of God, riot and civil commotion excepted) or lost by direct substitution i.e. of equivalent value and quality.	To make good damage
4.12	At the Tenant's expense, to professionally service all air-conditioning units patch up all holes and touch up paint work, clean the entire Demised Premises, wash and clean all cushion covers, day and night curtains and ensure all electrical/fluorescent/incandescent/halogen/energy saving bulbs/tubes/lamps/electronic ballast, LED light fittings are in good working conditions before handover and to provide receipts to the Landlord, where applicable.	<p>Servicing of air conditioners, cleaning of curtains and cushion covers</p> <p>Replacement of consumable items</p>
4.13	Save in so far as the Landlord is made liable therefor by statute or common law 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.	Not to hold Landlord liable
4.14	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 for which the Tenant is liable under the terms of this Agreement and requiring the Tenant to forthwith to execute the same and if the Tenant shall not within	To permit entry for inspection and do repairs

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.

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| 4.12 | 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 |
| 4.13 | 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 |
| 4.15 | 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 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 |
| 4.16 | 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 |
| 4.17 | 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 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 |
| 4.18 | Two (2) months notice must be given before the termination of the tenancy. During the two (2) months 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. | 2 months termination notice and to allow viewing |
| 4.19 | Smoking and pet(s) are strictly prohibited in the Said Premises, failing which the Tenant must immediately vacate the Said Premises and the Security Deposits stipulated in Section 7 of The Schedule shall be forfeited by the Landlord. | Smoking and pets are not allowed |
| 4.23 | To clean the entire Said Premises and wash all fabric sofa cover and curtains (if any) prior to vacating the Said Premises. | To clean the entire unit, sofa and curtains |
| 4.24 | To ensure there are no stain mark(s) on any of the furniture, especially mattress and sofa, failing which the Landlord will have the rights to offset the removal of stains or cleaning fee from the Security Deposits stipulated in Section 7 of The Schedule with proof of receipt from the Landlord. | No stain marks on all furniture especially on beds and sofa |
| 4.25 | To accept the Said Premises in its present state of cleanliness. The Tenant agrees to return the Said Premises in the same condition or pay a professional cleaning fee with proof of receipt from the Landlord, if the Landlord has the Said Premises professionally cleaned. | Professional Cleaning Fee payable by Tenant |
| 5. | THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:- | Landlord's Covenants: |
| 5.1 | To pay the Quit Rent assessment, service and maintenance 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 | | |

- 5.3 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
- 5.4 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 room without any interruption from the Landlord or any persons rightfully claiming through under or in trust for him. The landlord or any persons rightfully claiming through under or in trust for him can only access the common area at any time during the day without interrupting the tenant. To allow quiet enjoyment
- 5.4 To ensure that the main structure walls, floors, roofs, drains, electricity system, water system, all fixtures and fittings of the Leased Premises are in good and tenable repair throughout the term hereby created PROVIDED ALWAYS that where such repairs under this covenant shall become necessary by reason of the negligence or wilful default of the Tenant his servants or agents then the Tenant shall carry out such repair at its own cost and expense. If, however, it would not be possible to determine whether the repairs were due to the said negligence or willful default, then the Landlord shall carry out the required repairs and then may claim back the cost of the same from the Tenant should the negligence or willful default be proven at a later time. To ensure all fixtures and fittings are in good working order
- 5.5 In the event that the Landlord fails to carry out any repairs to the main structure walls, floors, roofs, drains, electricity system, water system and other fixtures and fittings of the Leased Premises within fourteen (14) days of notice being given by the Tenant and/or Occupant, the Tenant and/or Occupant shall be at liberty to undertake the repairs and thereafter deduct the cost and expense incurred by the Tenant from any rental owing or due to the Landlord and/or charge the cost and expense from the Landlord. All monies due under this provision shall be paid by the Landlord within fourteen (14) days upon receipt of the invoice. This provision shall be always subject to the condition that in respect of urgent repairs as well as issues of utilities supply, the relevant time limit shall be seventy-two (72) hours' notice. Repairs to be done within 14 days
- 5.6 In the event that the Tenant's right, interest and privilege under this Tenancy Agreement is jeopardized or is threatened as a result of the Landlord's failure in observing any rules, terms or conditions stipulated by the Management Corporation, Municipality or Town Board of the area, or Landlord covenants to the Tenant under this Agreement, the Landlord shall indemnify and always keep the Tenant indemnified for any loss or damage incurred by the Tenant as a result thereof.
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 and thereupon this tenancy shall absolutely terminated 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. Landlord will not be held responsible for any claim after the entry. 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 Destruction or damage to Demised Premises.
Suspension of Reserved Rental

<p>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.</p>	<p>Termination in event of non-reinstatement</p>
<p>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: -</p>	<p>No claims against Landlord</p>
<p>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.</p>	<p>Interruption in services, etc.</p>
<p>6.3.2 Any damage injury or loss arising out of the leakage of the piping, wiring and other systems in the condominium complex.</p>	<p>Leakage, etc.</p>
<p>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.</p>	<p>Damage to goods</p>
<p>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. The Landlord shall grant the Tenant a further term of tenancy based on terms and conditions agreed by both parties. In any circumstances the tenant will need to give the Landlord Two (2) months' written notice to terminate the contract even though no renewal has been done.</p>	<p>Option to renew</p>
<p>6.5 In the event the tenant terminates the tenancy within the first 12 months thereof the security deposit will be forfeited automatically, and he shall remain liable for the rents of the remaining months of the unexpired term.</p>	<p>Early Termination</p>
<p>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 and 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.</p>	<p>Sale of Demised Premises subject to Tenancy</p>
<p>6.7 All costs and incidental to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant</p>	<p>Costs of preparing agreement.</p>
<p>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.</p>	<p>Service of notices</p>
<p>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.</p>	<p>No relaxation or forbearance or indulgence of Landlord</p>
<p>6.10 The Schedule 1, 2 (Inventory List) hereto shall be taken read and construed as an essential part of this Agreement.</p>	<p>Schedule and Inventory</p>

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
 - 7.3 Words importing the singular number shall include the plural number and vice versa.

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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: TIE SING YING
NRIC NO.: 811030-13-5352

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In the presence of:

NAME: FELICIA SEE
NRIC NO.: 840510-10-5008

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SIGNED BY THE SAID TENANT

NAME: KIM YOU RIM
PASSPORT NO. : M69045628 (KOREA)

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In the presence of:

NAME: FELICIA SEE
NRIC NO.: 840510-10-5008

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MAINTENANCE CHECK LIST

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

LANDLORD	TENANT
Air-conditioner <i>(replacement of spare part)</i>	Air-conditioner <i>(normal service all air-conditioning regularly at least every 6 months and chemical service at the end of tenancy term)</i>
Water heater, flush system, shower head <i>(replacement of spare part)</i>	Lighting <i>(replacement of bulb)</i>
Refrigerator & Dishwasher (if any) <i>(replacement of spare part)</i>	Drainage system <i>(clogging due to negligent)</i>
Washing machine & Tumble Dryer (if any) <i>(replacement of spare part)</i>	Hinge for wardrobe, cabinet & kitchen cabinet <i>(replacement of screw, to maintain reasonable condition)</i>
Microwave oven (if any) <i>(replacement of spare part)</i>	All electrical items <i>(to maintain reasonable condition inclusive normal servicing)</i>
Television (if any) <i>(replacement of spare part)</i>	Water filter, cooker hood <i>(replacement of cartridge)</i>
Water supply system (if any) <i>(water filter, piping system)</i>	Curtain / Blind / Roller / Bedsheets / Mattress Protector / Pillowcase / Comforter <i>(cleaning of curtain, bedsheets / mattress protector / pillowcase / comforters are required if the above are provided)</i>

Note: If the damage of the item(s) provided is due to non-servicing and/or maintaining of the items(s) and/or negligence of the Tenant resulting in replacement of spare parts, then the cost of such repair will be borne by the Tenant.

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

- a) To thoroughly clean the whole house, fabric sofa cover & all curtains (**with proof of receipts**).
- b) To **chemical service** all air conditioners (**with proof of receipts**).
- c) To make sure all electrical items are thoroughly clean and are in tenantable condition.
- d) To ensure plumbing system are in good working conditions.
- e) To pay all due date charges in respect of water, sewerage, electricity, gas and all other utilities supplied to the Said Premises.
- f) At the expiration of the said term or any new subsequent term to peaceably and quietly deliver to the Landlord the said premises in like condition as the same were delivered to the Tenant at commencement of the said term with authorised alterations, additions, improvements and damage by fair wear and tear and Acts of God excepted.