

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.

Parties

WHEREAS :-

1. The Landlord is the registered/beneficial proprietor of the property more particularly referred to and described in **Section 4 of the Schedule** hereto (hereinafter referred to as the Said 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.

Description of Said Premises

Inventory or Furnishings

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. Subject to the terms and conditions herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term, commencing from the date and terminating on the date stated in **Section 5(a) (b) and (c)** respectively of **the Schedule** hereto.
2. The monthly rental stipulated in **Section 6 (a) of the Schedule** hereto shall be due and payable in advance in the manner and at the time stipulated in **Section 6 (b)** respectively of **the Schedule** hereto.
3. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 7 of the Schedule** hereto (receipt whereof the Landlord hereby acknowledges) 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 said deposits shall be maintained at this figure during the term of this tenancy and the Tenant shall not utilise the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be returned to the Tenant free of interest within 30 (Thirty) days upon expiry or sooner determination of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Said Premises by the Tenant (damage due to normal wear and tear excepted).
4. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the water and electricity deposits stipulated in **Section 8 of the Schedule** hereto (collectively as the Utility Deposits). The Tenant shall not utilise the said deposit to off-set any utility bills under this agreement without the previous written consent of the Landlord and the same shall be refunded to the Tenant free of interest within 30 (Thirty) days upon expiry or sooner determination of the term hereby created less such sum or sums as may then be due and outstanding. For the purposes of determining the current deposits, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from the relevant Department shall be conclusive.


Agreement To Rent

Term of Tenancy


Monthly Rental and date payable

Rental Deposit

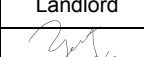
Utility Deposit

Landlord	Tenant
	


5. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:- Tenant Covenants
- 5.1 To pay the reserved rent on the days and in the manner aforesaid. To Pay Reserved Rent
- 5.2 To pay all charges due and incurred in respect of Astro subscription fee, electricity, water, sewerage (Indah Water Konsortium), gas and all other utilities supplied to the Said Premises. Payment of Utilities
- 5.3 To keep the Said Premises, the fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenantable repair condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Said Premises and the Landlord's fixtures and fittings which shall be damaged by the Tenant (normal wear and tear, and acts of God excepted). To keep in good condition
- 5.4 Not to make or permit to be made any alterations in or additions to the Said Premises or the Landlord's fixtures, fittings decorations therein without having first obtained the written license and consent of the Landlord thereof and in the event of such license and consent being given to carry out at the Tenant's own expense such alterations with such materials and such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby created, if required by the Landlord, to restore the Said Premises to its original state and condition at the expense of the Tenant. Not to make alterations and to maintain premises in present state
- 5.5 To permit the Landlord and his duly authorised representatives upon giving three (3) days' previous notice at all reasonable times to enter upon and examine the condition of the Said Premises, whereupon the Landlord shall be entitled to serve the Tenant a notice in writing specifying therein any material 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 Said Premises and execute the repairs and the Tenant agrees that the reasonable costs thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverable by action. To permit entry for inspection and repair purposes.
- 5.6 To use the Said Premises only for the purpose stipulated in the **Section 10 of the Schedule** hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specific 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 cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighbouring premises. Used for stated purpose only
- 5.7 Not to assign, sublet, or part with the actual or legal possession or the use of the Said Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord. Not to assign and sublet
- 5.8 Not to do or permit to be done on the Said Premises anything which may or will infringe any of the laws, by-laws or regulation made by the Government or any competent authority affecting the Said Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rates of premium payable thereon may be increased to repay the Landlord all sums paid by way of increased premium. Not to do acts which will affect the Landlord .

Landlord	Tenant
	


- 5.9 To observe all the house rules and regulations made by the Management of the condominium complex (if any). To observe all house rules
- 5.10 On determination of the term hereby created to clear up any rubbish and peaceably and quietly deliver up to the Landlord vacant possession of the Said Premises in good, clean and proper state of tenantable repair condition. The Tenant may remove all fixtures, fittings or other installations belonging to the Tenant but shall make good any damage caused to the Said Premises or any part thereof by the installation or removal of such fixtures, fittings or installations. To deliver Said Premises and to make good damage.
- 5.11 Not to store or bring upon the Said Premises arms ammunitions or unlawful goods gunpowder or any explosive or any article or articles of a special combustible inflammable or dangerous nature and unlawful goods in any part of the Said Premises. Not to store unlawful goods.
- 5.12 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 Said Premises for the purpose of letting the same. Permission to view
- 5.13 To keep in good clean tenantable repair and condition all the drains and pipes in the Premises and to pay to the Landlord on demand all costs incurred by the Landlord in cleansing and clearing any of the drains pipes sanitary or water apparatus choked or stopped up owing to careless or negligent use thereof by the Tenant or his employees, servants, workmen, licensees, customers or any persons authorised by him. To keep good condition
- 5.14 To replace all broken or damaged windows, doors and fixtures of and in the Premises whether the same be broken or damaged due to the negligence or default of the Tenant. To replace broken fixture
- 5.15 To cover relevant insurance for his own belongings including Typhoon, Depression, Storm, Flood, Fire, Theft and Accidents in relation to this Tenancy. The Landlord shall not be responsible for any damage or loss under all circumstances, unless caused by the Landlord and/or his agents. To take all reasonable precautions to protect the interior of the Premises against damage by storm typhoon or the like threats. Insurance
- 5.16 In respect of the maintenance of the air conditioners (if any), the Landlord shall bear the costs of major repair and the Tenant shall maintain and ensure the general servicing of the air-conditioners at Tenant's own cost. Service of air-conditioners
- 5.17 After one (1) month of tenancy term hereby created, the tenant shall replace and repair (as may be required) all consumables such as light bulbs, fuses, water tap, small light fittings, door locks, knobs, fasteners and minor damages where such repair(s) are NOT EXCEEDING RM250.00 (Ringgit Malaysia Two Hundred Fifty) in the Said Premises at Tenant's own cost. In the event 6% SST is implemented and applicable, tenant should be liable to pay accordingly. The Landlord shall be responsible for the replacement and repair all such consumables during the first month of the tenancy term and generally for all consumables RM250.00 (Ringgit Malaysia Two Hundred Fifty) and above and if the consumables items are worn out and malfunctioned due to wear and tear only. Cost of replacing consumable parts

Landlord	Tenant
	

- 5.18 Replacement of the Access Cards (if any) is strictly at Tenant's own cost. Landlord has the rights to deduct the Access Card replacement fees from the Security Deposits stipulated in Section 7 of The Schedule if the Tenant did not return the Access Card(s) to the Landlord upon termination of tenancy. Replacement of Access Cards
- 5.19 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
- 5.20 All electrical appliances in the Said Premises must be kept clean and in good working condition during the said tenancy term. Any damages found on the aforesaid items must be repaired and/or replaced by the Tenant. To repair or replace any electrical appliance(s) which is damaged
- 5.21 Tenant to ensure that there are no stain mark(s) caused by the Tenant (normal wear and tear excepted) on any of the furniture, especially mattresses, sofa and kitchen tabletop, 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
- 5.22 Where applicable, Tenant to clean the entire Said Premises, fabric sofa cover (if any) and wash all curtains and all bedsheets, pillow cases and comforter (with proof of receipts) prior to vacating the Said Premises. To clean the entire unit, sofa and curtains prior to vacating the unit
- 5.23 Tenant hereby agrees to accept the Said Premises in its present state of cleanliness (on an as is where is basis). The Tenant agrees to return the Said Premises in the same tenantable condition or pay a reasonable 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
6. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:-
- 6.1 To pay the Quit Rent, assessment, service charges and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Tenant. To pay quit rent, assessment and service charges.
- 6.2 At all times through the period of this Agreement to keep the Said Premises except the furniture, fixtures therein belonging to the Tenant insured against loss or damage by fire or tempest and in case of destruction by fire or tempest to replace or reinstate the same as speedily as possible. To keep insured and reinstate Said Premises.
- 6.3 To maintain and keep the main structure of the Said Premises that is the roof, main walls and timbers, drains, water pipes and electrical wiring in good and tenantable repair condition throughout the term hereby created except as regards damage to the premises caused by or resulting from any act of default or negligence of the Tenant or his servants and except as hereinbefore covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses. To maintain the structure of Said Premises in tenantable repair condition.
- 6.4 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 Said Premises without interruption from the Landlord or any persons rightfully claiming through under or in trust for him. To allow Tenant to enjoy Said Premises without Landlord's interruption.
7. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:-

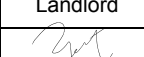
Landlord	Tenant
	

- 7.1 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 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 Said 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
- 7.2 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) or so as to be unfit for occupation or use, the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained be suspended during the period of unfitness until the Said Premises shall again be rendered fit for occupation and use AND PROVIDED ALWAYS that if the Said Premises or any part thereof shall not be rendered and reinstated and made ready and fit for occupation within a period of Two (2) months from the date of happening of any such event the Tenant shall be at liberty to give to the Landlord One (1) calendar month's notice in writing determining the Tenancy hereby created and thereupon this Tenancy shall absolutely determine and the Security Deposit and the Utilities Deposit paid by the Tenant hereunder shall be refunded to the Tenant forthwith but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant or condition herein contained. Destruction or damage to Said Premises.
Suspension of Reserved Rent
Termination in the event of non-reinstatement.
- 7.3 In the event the Tenant shall be desirous of taking a tenancy of the Said 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 and materially observed and performed by the Tenant, the Landlord shall grant the Tenant a further term of tenancy as is specified in **Section 9 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.
- 7.4 **Either party can terminate the tenancy during the one (1) year tenancy period by giving two (2) months' notice. If termination notice is given less than 2 months, then two (2) months' rent in lieu thereof, to be paid from the party who breach this clause.** The Landlord hereby agrees to refund the full deposits to the Tenant within Thirty (30) days upon expiry or sooner determination of the term hereby created less such sum or sums as may then be due and outstanding. Termination clause
- 7.5 In the event the rent remaining unpaid fourteen (14) days after becoming payable (whether formally demanded or not), it shall be lawful for the Landlord to claim interest at ten percent (10%) per annum on the amount unpaid calculated from after the date due to the date of actual payment. Acceptance of the Landlord on such late charges will in no event constitute a waiver of the Tenant's default with respect to such overdue amount, nor prevent the Landlord from exercising any of the other rights and remedies granted in this Agreement. Late Payment Interest

Landlord	Tenant
	

- 7.6 In the event the rent remaining unpaid fourteen (14) days within the stipulated period of time and despite a formal demand from the Landlord), the Landlord shall have the right to inform the Management Office to bar access or entry into the Said Premises. Rights to bar access into the said Premises
- 7.7 Any additional deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Bhd or Indah Water Konsortium from time to time during the continuance of this Agreement shall forthwith be paid by the Tenant to the Landlord as additional utility deposit specified in **Section 8 of the Schedule**. Additional Deposit paid by Tenant.
- 7.8 In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of 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. Sales of Said Premises subject to tenancy
- 7.9 All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees. Cost of preparing agreement
- 7.10 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 the ordinary course of post would have been delivered. Service of notice
- 8 In this Agreement :- Diplomatic Clause
- 8.1 The terms "Landlord" and "Tenant" shall include their heirs, personal representatives and successors in title.
- 8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.
- 8.3 Words importing the singular number only shall include the plural and vice versa.

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Landlord	Tenant
	

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

SIGNED BY THE SAID LANDLORD

NAME : LIEW YEE FOO
NRIC NO. : 900918-07-5617

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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 : ARVIN ALFONSO
PASSPORT NO. : P7200063A (PHILIPPINES)

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In the presence of :


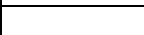
NAME : FELICIA SEE
NRIC NO. : 840510-10-5008

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THE SCHEDULE

(Which is to be taken, read and construed as an essential part of this Agreement)

SECT NO	ITEMS	PARTICULARS
1.	Date of Agreement	This 4th day of April 2022
2.	Description of Landlord	Name : Liew Yee Foo NRIC No. : 900918-07-5617
3.	Description of Tenant	Name : Arvin Alfonso Passport No. : P7200063A (Philippines)
4.	Description of Said Premises	Unit No. C-18-01, KL Gateway Residences, No. 2, Jalan Kerinchi, Gerbang Kerinchi Lestari, 59250 Kuala Lumpur
5 a.	Term	One (1) year
5 b.	Commencing	5 th April 2022
5 c.	Terminating	4 th April 2023
6 a.	Monthly Rental	Ringgit Malaysia Two Thousand Two Hundred (RM2,200.00) Only
6 b.	Due On	Due and payable on 1st of each month and no later than 7 th of each month by producing proof of transfer by sending it to Landlord's handphone. If rent remains unpaid within the stipulated time, the Landlord shall have the right to bar access/deny entry into the Said Premises.
6 c.	Payment method	Bank Account Holder Name : Liew Yee Foo Bank Name : Public Bank Berhad Bank Account No.: 4598480205
7.	Security Deposits (2 months rental)	Ringgit Malaysia Four Thousand Four Hundred (RM4,400.00) Only
8.	Utility Deposits (0.5 month rental)	Ringgit Malaysia One Thousand One Hundred (RM1,100.00) Only
9.	Option To Renew	One (1) year at a rental to be mutually agreed upon
10.	Use of the Said Premises	Residential purpose only

Landlord	Tenant
	

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 units 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 negligence)</i>
Washing machine & Tumble Dryer <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 and DVD player (if any) <i>(replacement of spare part)</i>	Water filter, cooker hood <i>(replacement of cartridge)</i>
Ventilation Fan <i>(replacement of spare part)</i>	Curtain / Blind / Roller / Bedsheets / Pillow Cases/ Comforters <i>(cleaning of curtain, bedsheets / pillow cases /comforters and to replace with new ones if stained and/or dirty)</i>
Water supply system (if any) <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 entire Said Premises, fabric sofa cover and 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 properly clean and are in tenable 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 others utilities supplied to the house.
- 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.

Landlord	Tenant
