

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 of 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 be entitled to 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 be entitled to 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 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

Agreement To Rent

Term Of Tenancy

Monthly Rental and date payable

Rental Deposit

Utility Deposit

Landlord	Tenant

current deposits, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from the relevant Department shall be conclusive.

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 electricity, water, sewerage (Indah Water Konsortium) 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 tenable 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. To keep in good condition
- 5.4 To permit the Landlord, his agents or workmen at all reasonable times to enter upon and view the condition of the Said Premises and to take inventories of the Landlord's fixtures therein and to do structural or external repairs to the Said Premises PROVIDED ALWAYS that the Landlord shall except in the case of extreme urgency for the purpose of protecting the safety of the Said Premises give to the Tenant prior written notice of the intention of the Landlord his agents or workmen to enter upon the Said Premises for the aforesaid purpose; To permit entry for inspection and repair purposes.
- 5.5 Not to make any alterations in or additions to the Said Premises or suffer to be cut, maimed or injured any of the walls, ceilings, windows, doors, timbers, fixtures or fittings without the consent of the Landlord first had and obtained and in all circumstances shall be in conformity with all relevant laws, by-laws and regulations, If so requested by the Landlord, to restore the demised premises to their original state and condition at the expense of the Tenant except in the event where the Landlord so desires to accept the condition that they are in. Not to make alterations to Said Premises
- 5.6 To keep the interior of the Said Premises, the flooring and interior plaster or other surface materials or renderings on walls and ceilings and the Landlord's fixtures thereon including doors, windows, glass, shutters, locks, fastenings, electric wires, installation and fittings for the light, power and other fixtures and additions thereon and piping in good tenable repair (reasonable wear and tear, riot, civil commotion and damage by fire or any other destruction not due to the Tenant or his servants and all other deriving right from the Tenant to be present in the Said Premises and flooding, tempest, storm or any other act of God excluded) and to keep the Said Premises clean and weeded, if applicable; To keep interior in good tenable repair.
- 5.7 Not to do or permit to be done anything which will or may infringe or violate any laws or regulations pertaining to the Said Premises that may be imposed by the competent authority or authorities and to observe and to be personally responsible for any infringement or violation against such regulations rules or laws and to fully indemnify the Landlord in respect thereof; Not to violate any laws pertaining to Said Premises.
- 5.8 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

Landlord	Tenant

- 5.9 Not to permit or suffer to be done in or upon the Said Premises or any part thereof of anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the tenants, occupiers or lessees of neighboring premises or for any illegal or immoral purpose; Not to cause damage to the Said Premises.
- 5.10 Not to do or permit to be done anything whereby the policy or policies of insurance on the Said Premises against damage by fire or other risks for the time being subsisting may become void or voidable or whereby the rate of premium may be increased and to make good all damages suffered by the Landlord and to repay to the Landlord on demand all sums paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord; Not to do acts which will affect the Landlord .
- 5.11 To use and occupy the Said Premises for the purpose as stated in **Section 11 of the Schedule** hereto only; Used for stated purpose only
- 5.12 To yield up the Said Premises with the Landlord's fixtures and fittings at the expiration or sooner determination of the said term in good and substantial repair and condition in accordance with the several covenants hereinbefore contained; To yield up Said Premises in good condition upon expiry.
- 5.13 Not to install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliance or air-conditioner without first informing the Landlord. In the event that the Tenant commits a breach of this covenant and as a result of which the Landlord suffers any loss or damage, the Tenant shall forthwith indemnify the Landlord against all such loss and damage; Not to install electrical points without Landlord's permission.
- 5.14 Not to damage or deface or cause or permit any servant or agent of the Tenant to damage or deface any part of the Said Premises or common passage way, stairs, water closets, lavatories and conveniences while moving any furniture, equipment, fittings, fixtures or any other thing whatsoever or by anything whatsoever or by any means whatsoever and to forthwith repair and make good or to pay to the Landlord for the cost of making good such damage or defacement to the satisfaction of the Landlord; Not to damage or deface any part of the Said Premise .
- 5.15 Not to allow any vehicles or bicycles or containers belonging to or under the control of the Tenant or its servants or agents or invitees to be parked in or near the Said Premises so as to be a hindrance to other lawful users thereof; Not to allow vehicles to be parked near the Said Premises.
- 5.16 Not to bring or store or permit or suffer to be brought or stored in the Said Premises arms ammunition or unlawful goods, gun, powder, saltpetre, kerosene or any combustible substance or any coffin wreath or any funerary goods or goods which in the opinion of the Landlord are of noxious or dangerous or hazardous nature; Not to store unlawful good.
- 5.17 To permit intending tenants and others with written authority from the Landlord or its agents at all reasonable times of the day to enter and view the Said Premises at any time during one (1) calendar month immediately preceding the determination of the term hereby created. Permission for viewing.

Landlord	Tenant

- 5.18 To indemnify and keep safe the Landlord against all claims, demands, proceedings costs, charges and expenses arising out of or in consequence of any damage, injury or loss which may at any time during the said term be caused to or suffered by the servants, agents, licencees or invitees of the Tenant or any of them or by the Said Premises or any part thereof or to any goods or property of such persons in or about the Said Premises occasioned by or arising from fire, water, storm, tempest, earthquake, insects, theft, burglary or explosion, nuclear, riots or civil commotion, enemy action or by reason of the defective working, stoppage or breakage of any appliances, pipes, cables, apparatus or lift or air conditioning plant or other machinery, if any, in or under passing through or connected with or used for the purposes of the Said Premises or any part thereof or failure of supply of electricity or other supplies or in any way owing to the overflow of water into the Said Premises or owing to the negligence of the Tenant or any neighbors of the Tenant; To indemnify the Landlord against all claims.
6. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:-
- 6.1 To pay the Quit Rents, assessments, service charges and other outgoings relating 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 and external walls of the Said Premises in good and tenantable repair and condition throughout the term hereby created and at the request of the Tenant in writing to forthwith execute such repairs or work or make such replacements and if the Landlord shall not within ten (10) days after the service of such notice proceed diligently with the execution of such repairs or the making of such repairs or the making of such replacements then it shall be lawful for the Tenant to execute such repairs or work or make such replacements and the cost thereof shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by deducting the said debt sum from the rental payable or action together with such costs and expenses (if any) including legal fees (on a solicitor and client basis) incurred or suffered by the Tenant in the recovery or attempts to recover such debts; To maintain structure of Said Premises in tenantable repair condition.
- 6.4 The Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein contained on the part of the Tenant shall be permitted to hold and enjoy the Said Premises throughout the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for him; To allow Tenant to enjoy Said Premises without Landlord's interruption.
- 6.5 The Tenant shall before the determination of the tenancy be at liberty to remove from the Said Premises all such fixtures as shall have been erected by the Tenant during the tenancy provided there is no arrears in rental and shall indemnify and keep safe the Landlord with respect to any damage caused to the Said Premises. To remove all fixtures upon termination of tenancy.

Landlord	Tenant

7. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED BETWEEN BOTH PARTIES as follows:-

- 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 shall be suspended 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 One (1) month from the date of happening of any such event the Tenant shall be at liberty to give to the Landlord 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 of frustration whether due to an Act of God, war or acquisition of the Said Premises by the Governmental Authority or Authorities or any other Governmental actions beyond the control of the Landlord then this Agreement shall automatically become terminated and of no further effect and in such a case neither party hereto shall have any claim against the other but without prejudice to the right of either party in respect of any antecedent breach of any covenant or condition herein contained; In the event of acts beyond Landlord's control.
- 7.4 If the Tenant shall be desirous of taking a new tenancy of the Said Premises after the expiration of the term hereby granted and shall deliver to the Landlord notice in writing of such his desire not less than three (3) months before the expiration of the said term and PROVIDED ALWAYS that the Tenant shall not have been in breach of any of the terms and covenants herein contained, the Landlord shall at or before the expiration of the term hereby granted at the costs of the Tenant grant to the Tenant a new tenancy of the Said Premises for a further term of one (1) year and at a rent to be mutually agreed by the parties hereto subject to such increase in accordance to the prevailing market rate. The renewal hereof shall be subject to the same covenants and conditions as in this present Tenancy reserved and contained except for this present covenant for renewal. Option to renew.

Landlord	Tenant

- 7.5 In the event that the Tenant shall abandon the Said Premises for any reason whatsoever then and upon the happening of any such events aforesaid it shall be lawful for the Landlord at any time thereafter to re-enter upon the Said Premises or any part thereof in the name of the whole and whereupon the term hereby granted shall be forfeited by the Landlord but without prejudice to such other rights power and remedies conferred upon the Landlord under any law or rules or equity against the Tenant for any loss or damages incurred or suffered by the Landlord arising out of such breach or default on the part of the Tenant and including any other claim in respect of any antecedent breach. In addition thereto the Tenant shall pay to the Landlord a sum equal to the remainder of the Rent for the whole of the unexpired period of the said term as liquidated damages. Permission to re-enter Said Premises.
- 7.6 Notwithstanding anything herein contained, if this Agreement shall come to an end whether by efflux ion of time or otherwise and the Tenant fails to remove all his goods (which expression shall include personal property of every description) from the Said Premises it shall be lawful for the Landlord to sell or otherwise dispose of the goods of the Tenant in the Said Premises at such time and such place and in such manner as the Landlord shall in his absolute rights, powers and remedies of the Landlord, the Landlord shall after payment out of the proceeds of such sale of the costs and expenses connected with such sale then apply the net proceeds of such sale towards payments of all arrears of Rent and all other moneys due and owing by the Tenant to the landlord under this Agreement and the balance (if any) shall be paid out to the Tenant thereof. Landlord's right to sell Tenant's goods remain in the Said Premises.
- 7.7 There shall be no termination of the tenancy during the term of the twenty four months by either party. In case of breach, a sum equivalent to the remaining period of the tenancy shall be compensated by whichever party who committed the breach to the aggrieved party. Termination clause
- 7.8 During the two months immediately preceding the expiry or earlier determination of the said term of tenancy as specified in **Section 5 of the Schedule** in accordance with the provisions herein contained, the Tenant shall give the Landlord two (2) months written notice in advance or two (2) months' rental in lieu of notice after the initial twenty-four months period of the tenancy.
- 7.9 Any additional deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Berhad or Indah Water Konsortium Sdn Berhad 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.
- 7.10 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

Landlord	Tenant

7.11 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

7.12 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 :- Interpretation

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.

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

<LANDLORD NAME>)
(COMPANY NO.:))
))
))
))

In the presence of:
(NRIC NO.:))

SIGNED BY THE SAID TENANT

<TENANT NAME>)
(NRIC NO.:))
))
))
))

In the presence of.:
(NRIC NO.:))

Landlord	Tenant

10.	Other Terms	<ul style="list-style-type: none"> • Landlord has agreed to grant 2 months of free renovation period. • TNB & Air Selangor to be changed under tenant's name.
11.	Use of the Said Premises.	For Office use only.

Landlord	Tenant