**TENANCY – OFFICE TOWER**

**THIS AGREEMENT**is made the      day of                                               **BETWEEN**

(1)**[Company Name (Company No.)]** , a company incorporated in Malaysia and having its registered office at **[Address]** (hereinafter referred to as “the Landlord”) of one part; 

**AND**

(2)        the party whose name, description and address is as stated in Section 1 of the First Schedule annexed hereto (hereinafter referred to as “the Tenant”) of the other part.

**ARTICLE 1**

1.**Definition and Interpretation**

In this Agreement, the following expressions shall except where there is a specific provision to the contrary or where the context otherwise requires have the following meanings :-

1.1“Landlord” means ….**(Company No. ….)** and includes its successors in title and assigns;

1.2       “Tenant” means the party whose name is stated in Section 1 of the First Schedule annexed hereto and includes its successors-in-title and permitted assigns;

1.3       “Building” means the office complex comprising a 19-storey Office Tower Block,

known more particularly as ………………;

1.4       “Appropriate Authority”means any governmental, semi or quasi-governmental and/or statutory departments, agencies or bodies;

1.5       “Floor Plan”means the floor plan marked “A” relating to the floor and unit described in Section 2 of the First Schedule hereto and annexed as the Second Schedule;

1.6       “Demised Premises”means all that parcel of office premises in the Building outlined in REDin the Floor Plan in the area described in Section 2 of the First Schedule hereto;

1.7       “Deposit” means the Security Deposit and Utilities Deposit payable under Article 4 of this Agreement and read together with Section 4 and Section 5 of the First Schedule annexed hereto;

1.8       “Service Charges” means the sum as determined by and payable to the Landlord by the Tenant from time to time for services provided which services shall include but shall not be limited to the cost of maintenance of the lifts and the main air-conditioning plants, payment for electricity and water supplied and used in the common areas of the building, landscaping, pest control, removal of refuse from the common areas, provision of letter boxes and security for the Building including the employment of personnel engaged in and about the provision of such services and maintenance and general upkeep of the Common Property of the Building;

1.9       “Common Property”means in relation to the Building that portion or portions of the land on which so much of the Building stands together with so much of the Building as is excluded from the lettable individual parcels of business premises and the car parks at the Building;

1.10     Words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa.

**ARTICLE 2**

2.**Tenancy**

2.1       The Landlord is the beneficial owner of the said Building.

2.2       The Tenant has inspected the Demised Premises and its specifications as well as the Floor Plan pertaining to the Demised Premises and is desirous of taking a tenancy of the Demised Premises and the Landlord is desirous of letting out to the Tenant the Demised Premises for the period and upon the terms and conditions hereinafter contained.

**ARTICLE 3**

3.**Agreement For Tenancy**

The Landlord agrees to let and the Tenant agrees to take a tenancy of the Demised Premises, together with the use and enjoyment in common with other persons entitled thereto the entrances, vestibules, staircases, landings, corridors, passages, lifts, escalators, water closets, lavatories and conveniences and other like amenities for use as an office for the period as stipulated in Section 3 of the First Schedule subject to the terms and conditions hereinafter contained.

**ARTICLE 4**

4.**Security and Utilities Deposit**

4.1       On or before the execution of this Agreement, the Tenant shall pay to the Landlord the sum of monies as stipulated in Sections 4 and 5 of the First Schedule hereto being the Security Deposit and the Utilities Deposit as security for the due performance and observance by the Tenant of all and singular the several covenants, conditions, stipulations and agreements on the part of the Tenant contained herein.

4.2       The Security Deposit shall be maintained at the sum as stipulated in Section 4 (hereinafter referred to as “the Security Deposit”) of the First Schedule hereto during the tenancy hereby created and the said sum shall be retained by the Landlord until the expiration or sooner determination of the tenancy hereby created and the same or any part thereof may be applied by the Landlord in or towards making good any failure or breach on the part of the Tenant to perform and observe the several covenants, conditions, stipulations and agreements contained in this Agreement AND SUBJECT AS AFORESAID shall be refunded to the Tenant within one (1) month  upon expiration of  the tenancy free of interest after the expiration  or sooner determination  of the tenancy hereby created which shall include all extensions thereof. During the continuance of this Agreement, no part of the Security Deposit shall be set off against any arrears of rent or any other monies due and payable by the Tenant to the Landlord.

4.3       The Tenant shall pay to the Landlord the Utilities Deposit as stipulated in Section 5 (hereinafter referred to as “the Utilities Deposit”) of the First Schedule hereto and the same shall be maintained during the tenancy hereby created as the deposit for the supply of water and electricity to the Demised Premises AND SUBJECT AS AFORESAID shall be refunded free of interest to the Tenant within one (1) month upon the expiry or the sooner determination of the tenancy hereby created including any extensions thereof PROVIDED ALWAYS THAT all water and electricity bills up to the date of redelivery of vacant possession of the Demised Premises by the Tenant to the Landlord shall have been settled in full by the Tenant and receipts for the same shall have been delivered to the Landlord.

**ARTICLE 5**

5.         **Rent and Service Charge**

In consideration of the Landlord letting to the Tenant the Demised Premises, the Tenant hereby undertakes to pay to the Landlord the sum of monies as stipulated in Section 6 of the First Schedule annexed hereto as rental and service charges on a monthly basis. The rental and service charges are payable monthly in advance, whether formally demanded or not, the first of such payments shall be paid by the Tenant to the Landlord on or before the execution of this Agreement and thereafter payable within one (1) month after the Date of Commencement as  stipulated in Section 3 of the First Schedule hereto and on the same date for each and every successive months thereafter until the expiry or sooner determination of the tenancy hereby created.

**ARTICLE 6**

6.         **Car Parks**

6.1       The Tenant shall only be entitled to such number of car parking bays that they shall have been rented by the Tenant and at such rental as stipulated in Section 8 of the First Schedule hereto or as may be revised from time to time by the Landlord by notice in writing to the Tenant.

6.2       The monthly rental for the use of the car parking bays shall be payable to the Landlord or its authorised agent in advance on the first day of each month, whether formally demanded or not.

6.3       The Tenant hereby agrees that all vehicles parked at such parking bays shall be at the sole risk of the Tenant or its servant and/or its agents.

6.4       The Tenant shall ensure that the Tenant, its servants or agents shall not at any time utilise more than the total number of car parking bays rented by the Tenant as stipulated in Section 8 of the First Schedule and hereby covenants with the Landlord that in the event that the total number of car parking bays rented by the Tenant are fully occupied, all other vehicles belonging to the Tenant, its servants or agents shall be parked or caused to be parked at the public car parking bays in the Building.

6.5       The Tenant shall not cause or permit or suffer to be caused any obstruction or hindrance to the access to or egress from the Building by the parking of vehicles of any kind, including motorcycles, scooters, bicycles or any other forms of transportations thereat and not to further cause or permit to suffer to be caused any such obstructions or hindrances upon any access road leading to the Building.

6.6       The Tenant shall at all times observe and comply with all the rules and regulations as may from time to time be prescribed by the Landlord or its authorised agents, notice of which shall be brought to the attention of the Tenant by way of display of notices at the car parking bays or by notice in writing addressed to the Tenant at the Demised Premises or by any other means as may be deemed fit by the Landlord. The Tenant hereby covenants with the Landlord that breach by it of any one of the several rules or regulations so prescribed shall constitute a breach by it of a covenant under this Agreement and shall immediately entitle the Landlord to any or all remedies provided herein.

**ARTICLE 7**

7.         **Covenants by the Tenant with the Landlord**

7.1The Tenant hereby covenants with the Landlord as follows :-

a)         ***Payment***

 that the Tenant shall promptly pay the reserved or any revised rental and service charges at the times and in the manner as mentioned herein, whether formally demanded or not;

 (b)***Payment of Electricity and Water Charges***

that the Tenant shall, during the tenancy hereby created, which shall include all such extensions thereof as provided in this Agreement, pay and discharge all charges for the supply of electricity and water used in the Demised Premises as shown by the separate metres belonging thereto. The Tenant shall not install any extra electrical points or lights without the written consent of the Landlord first had and obtained and such consent shall not be unreasonably withheld;

(c)***Telephone***

that the Tenant shall pay and discharge all charges for the supply of telephone services which shall be payable from the commencement of the tenancy created herein and shall include any extensions thereof until the expiry or sooner determination of the tenancy hereby created;

 (d)***Payment of Increased Outgoings***

 that the Tenant shall in one lump sum pay as and when required by the Landlord an additional sum over and above the rent hereby reserved in respect of any increase in Municipal or other rates, taxes, quit rent, assessments, property taxes or other impositions of a like nature by whatsoever name called (hereinafter collectively called the “said Taxes”) which are levied and/or imposed on or in respect of or attributable to the Demised Premises over and above the amount of the said taxes levied and/or imposed as at the commencement of the term of tenancy hereby created. The additional sum payable by the Tenant shall be apportioned amongst all the tenants occupying the rentable floor space within the Building who are, in the sole opinion of the Landlord, persons or tenants who have occasioned or cause to have occasioned such revision of the said Taxes;

 (e)***Upkeep and Maintenance of Demised Premises***

that the Tenant shall repair and keep and maintain, the interior of the Demised Premises (other than the main structure, walls, floors, roofs and ceilings thereof) including generally the interior faces of such parts or  internal walls that bind the Demised Premises or the rooms thereof, doors,  lock fastenings, electrical wiring and fittings and other fixtures and particularly the flooring (such that it does not lose its sheen) in upon and belonging to the Demised Premises and the water closets, lavatories and conveniences which the Tenant has use of as the tenant and occupant of the Demised Premises, in a good, clean and tenantable repair and condition (fair wear and tear excepted and damage by fire, storm, tempest, riot and any other cause beyond the Tenant’s control excepted, save in the case of fire where the insurance monies are rendered irrecoverable as a consequence of the act or default of the Tenant, its servants or agents). The Tenant shall keep the window glass of the Demised Premises clean internally and to this end regularly employ competent and responsible persons to keep the same clean and shall further replace any glass, fixtures or fittings which are broken or damaged due to the negligent or careless acts or omission of the Tenant, its servants or agents;

(f)***Upkeep of Facade, Entrance and General Appearance of the Demised Premises***

 that the Tenant shall upkeep and maintain the facade, the entrance and the general appearance of the Demised Premises in good and presentable condition. In this respect, the Tenant shall not place in front of or lean against or paste or affix on or cover (whether wholly or partly) any window or light shafts with any item or article which may cause or permit to be caused any prevention, obstruction or deflection of light into the Demised Premises and the Building, or which may result in any alteration to the general appearance and facade of the Demised Premises from its original appearance;

(g)***To Use the Demised Premises for the Purpose of Business Only***

 that the Tenant shall use or permit the Demised Premises or any part thereof to be used solely for the purpose of conducting the business as specified in Section 7 of the First Schedule annexed hereto and not to permit anyone to reside at the Demised Premises or use the same or any part thereof for residential or any other purpose BUT ALWAYS such as not to infringe any of the laws, bye-laws or regulations made by the Government or any other competent authority which are now in force or may hereafter be enacted or to engage in any activity or permit to be engaged in any activity in the Demised Premises which is immoral and/or illegal;

 (h)***To Permit Laying of Wires, Pipes, etc***

 that the Tenant shall permit the Landlord, its agents or workmen to enter upon the Demised Premises to lay and fix in and lead through the Demised Premises all such wires, cables and ducts for electricity and air-conditioning installation and pipes for gas, waste and sewerage as the Landlord may from time to time require to be laid and fixed in and led through the Demised Premises for the general purposes of the Building or otherwise and also to permit the Landlord, its agents or workmen to enter upon the Demised Premises for the purpose of repairing, removing and replacing all or any of the said wires, cables, ducts and pipes PROVIDED ALWAYS THAT the Landlord shall, before having the aforesaid works executed, give the Tenant reasonable notice thereof and shall as far as possible have the said works carried out during office hours and use its best endeavours to exercise its rights without interfering with the reasonable and lawful use of the Demised Premises by the Tenant;

 (i)***To Permit Inspection and Repairs***

 that the Tenant shall permit the Landlord, its agents or workmen with all necessary tools and appliances at all reasonable times to enter upon and view the condition of the Demised Premises and to take inventory of the Landlord’s fixtures and fittings therein and to carry out any maintenance works as may be required from time to time for the general management of the Building and to do structural or external repairs to the Demised Premises or to other portions of the Building of which they may form a part of or to any contiguous building not conveniently accessible otherwise than from or through the Demised Premises;

 (j)***To Conduct Repair***

 that the Tenant shall forthwith execute, at its own cost and expense, such repairs, works or replacements caused or occasioned by the Tenant, its servants, agents or otherwise necessary to be done or carried out immediately upon receipt of a notice in writing from the Landlord specifying such repairs, works or replacements necessary to be done to comply with the Tenant’s covenants to repair herein contained and in the event the Tenant shall not, within fourteen (14) days after the service of such notice, proceed diligently with the execution of such repairs or works or replacements, then it shall be lawful for the Landlord to enter upon the Demised Premises and execute such repairs or works or make such replacements and the cost and expense thereof shall be a debt due and owing by the Tenant to the Landlord;

 (k)***Responsibility for Security***

 that the Tenant shall be entirely responsible for the security of the Demised Premises and all goods, property and belongings situate therein. In this respect, the Tenant shall lock and secure the doors and windows of the Demised Premises after business hours and when the Demised Premises is left unattended. The Tenant shall not open any of the windows of the Demised Premises save when the main air-conditioning plant is not working;

 (l)***Installation of Partitions***

 that the Tenant shall, only if necessary, use internal partitions within the Demised Premises and the use of such internal partitions shall be subject to the written approval of the Landlord and the appropriate governmental authorities and shall cause such partitions to be installed in the Demised Premises in accordance with the plans and specifications previously approved by the Landlord and the appropriate governmental authorities. The Tenant shall not make any additions or alterations to the partitions except with the prior approval in writing of the Landlord and/or the governmental authorities and the fees for the architect or other consultants employed by the Landlord and all other costs and expenses of the Landlord in connection therewith or arising therefrom shall be borne by the Tenant and paid by the Tenant to the Landlord on demand. The Tenant shall be liable for the costs and expenses incurred in respect of the installation of all the internal partitions within the Demised Premises, which shall include but shall not be limited to all additional doors, air-conditioning vents, glass screens and other items incidental to the same and all additional lights and power outlets, switches and telephone outlets and any alterations to the air-conditioning which may be required by reason of the position of any such partitions together with the architects’ and consultants’ fees and all other charges incurred in connection with the same;

(m)***Cost of Cleaning***

that the Tenant shall pay on demand to the Landlord all costs and expenses incurred (if any) by the Landlord in cleaning and clearing any drains or pipes within or outside the Building which are clogged in the event the same is caused or occasioned by the Tenant, its servant, agents or otherwise;

 (n)***Structural or Material Alterations***

that the Tenant shall not damage, cut or alter any of the walls, partitions, timber, ceilings floors or floor coverings or install any additional electrical points in the Demised Premises or otherwise make or permit to be made any structural or material alterations or renovations to the Demised Premises without the prior written consent of the Landlord and the appropriate governmental authorities where necessary PROVIDED THAT all such structural and material alterations made with the written consent of the Landlord shall be carried out at the Tenant’s sole cost and expense and shall in any event comply with all regulations of the appropriate governmental authorities as to such alterations and additions.

The Tenant further covenants that all such structural and material alterations made with the written consent of the Landlord shall, if so required by the Landlord, upon the expiry or sooner determination of the tenancy hereby created, be removed or demolished and the Demised Premises shall be restored to its original state and condition  and fair wear and tear excepted and in all such cases, the Tenant is to make good all damages caused by such removal, demolition or other works and restoration of all parts of the Demised Premises affected thereby to the satisfaction of the Landlord.

Simultaneously with seeking consent from the Landlord, the Tenant shall also submit to the Landlord a copy of the plan for such structural or material alterations or renovations to the Demised Premises. It is hereby expressly agreed by the parties hereto that the Landlord shall have the power and right to grant or approve, whether unconditionally or conditionally or reject altogether the said submitted plan without assigning reasons thereto;

 (o)***Upkeep and Use of Common Property/Facility***

 that the Tenant shall not :-

  (i)         store any goods obstruct or litter or in any way make untidy the Common Property;

 (ii)        use or cause or permit to be used for any purpose, other than for those for which they are constructed, the light areas, lifts, shafts, water closets, lavatories, conveniences and other services in the Building; and

(iii)       throw, place, to allow to fall or cause or permit to be thrown or placed in the light areas, lifts, shafts, water closets, lavatories, conveniences or other services in the Building, rubbish, wastepaper or any unsuitable substances and the Tenant shall on demand pay to the Landlord the amount of any consequential damage resulting to such light areas, lifts, shafts, water closets, lavatories, conveniences or other services from misuse of such facilities by the Tenant or by any of the Tenant’s employees, agents or visitors and use or permit to be used any lavatories, water closets or washrooms or other accommodation in the Building other than those which are available from time to time for general use;

 (p)        ***Prohibition of Noxious, Dangerous or Hazardous Goods***

that the Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises or any part of the Building arms, ammunition or unlawful goods, gunpowder, kerosene or any explosive or combustible substance or any goods which have been gazetted as harmful or dangerous or hazardous in nature or which in the opinion of the Landlord is of a noxious or dangerous or hazardous nature;

 (q)***Acts Affecting Fire Risks***

that the Tenant shall not do anything whereby any insurance of the Demised Premises or of the Building against fire may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and shall make good all damages suffered by the Landlord and shall on demand pay to the Landlord any such 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 by the Tenant, without prejudice to the other rights of the Landlord;

(r)***Not to Assign or Sublet, etc***

 that the Tenant shall not sublet or otherwise in anyway part with the possession or the occupation or the use of the Demised Premises or any part thereof without the prior written notice of the Landlord;

 (s)***Removal of Furniture, etc***

that the Tenant shall not at any time remove any furniture or fittings belonging to the Landlord from the Demised Premises. The Tenant may however at any reasonable time remove its own furniture, fixtures and fittings from the Demised Premises PROVIDED THAT the Tenant shall make good, at its own cost and expense, any damage caused to the Demised Premises or to the Building due to such removal;

 (t)***No Sales by Auction***

that the Tenant shall not hold or permit or suffer to be held any sales by auction upon the Demised Premises or any part thereof;

 (u)***Prohibition of Use of Demised Premises Amounting to Pollution***

 that the Tenant shall not use the Demised Premises or any part thereof for carrying on any business which causes or may cause the accumulation of dirt, rubbish or debris of any sort in or outside the Demised Premises including but not limited to the entrances, the stairways, passages or corridors of the Building;

 (v)***Prohibition of Display or Exhibiting any Notices***

that the Tenant shall not use the outer walls, the doors or windows of the Demised Premises and/or any other parts of the Building for the purpose of exhibiting any notices to any person or to the public or to affix any external indications of business conducted therein except that the Tenant shall be at liberty to display, exhibit and maintain the name of the Tenant which size is to be approved by the Landlord and which placement is to be at a spot to be indicated by the Landlord. No air-conditioning units, flagstaff, wireless or television aerials shall be affixed or projected onto the exterior of the Demised Premises or on the windows and doors or in or about any part of the Building without prior approval in writing from the Landlord, which approval may be given subject to conditions or may be denied, at the sole discretion of the Landlord, without assigning any reason therefor;

(w)***Prohibition of Cooking, etc***

 that the Tenant shall not use the Demised Premises or any part thereof or permit the same to be used for cooking or for the preparation of food PROVIDED ALWAYS THAT the employees of the Tenant may be allowed to bring their own prepared food for the purpose of personal consumption.  The Tenant shall also not allow or permit any food hawkers into the Demised Premises and/or any other parts of the Building;

 (x)***Excessive Load***

that the Tenant shall not place or permit to be placed upon any floor space or any part of the floor space of the Demised Premises a load in excess of fifty (50) pounds per square foot and shall, when required by the Landlord, redistribute and place any load on any floor or to any part of the floor of the Demised Premises in accordance with the directions and requirements of the Landlord.  In the interpretation and application of this clause, the decision of the Landlord’s surveyors and/ or architects shall be final and binding upon the Tenant;

(y)***Restriction on Use of Lifts***

that the Tenant shall not, when separate service lifts are provided, use or permit to be used the passenger lifts for the carriage of goods merchandise food or refreshments. When no such service lifts are provided, the passenger lifts may be used for the aforesaid purposes but only with the prior written approval of the Landlord;

Notwithstanding the above, the Landlord shall permit the Tenant, its employees and visitors and all other persons authorised by the Tenant (in common with other persons entitled thereto) to use the entrance hall or lifts and the staircases, corridors and passages of the Building in so far as the same gives access to the Demised Premises PROVIDED ALWAYS THAT after the normal office hours and on Sundays and Public Holidays, the Tenant’s right to use freely the said lifts and entrance hall may be restricted by the Landlord to one regular entrance of the Building and one lift and access to the Building generally and to the Demised Premises shall only be permitted if the person seeking such access is identified to the satisfaction of the security guard on duty in and around the Building. Identification arrangements in this respect may be made independently between the Landlord and the Tenant;

 (z)***Prohibition of Machinery, etc***

that the Tenant shall not bring or allow to be brought onto the Demised Premises or any other part of the Building any machinery save for such equipment as are required for the purpose of the Tenant’s business and in particular the Tenant shall not use or permit to be used any heating or cooking devices or any other devices or machines which may interfere with the efficient running of the air-conditioning system, the computerised fire alarm systems and any other systems employed for use in the Demised Premises and the Building;

 (za)**Prohibition of Nuisance**

 that the Tenant shall not use or permit the Demised Premises or any part thereof to be used in such a manner that it is or becomes a nuisance or annoyance to or in anyway interferes with the quiet occupation and enjoyment of the Landlord or of the other tenants or occupiers of the Building and /or any adjoining building;

 (zb)**Indemnity**

 that the Tenant shall indemnify and keep the Landlord fully indemnified against all loss and damage caused or occasioned by the Tenant, its servants agents or otherwise to the Demised Premises or to the Building and to all property therein situated, whether owned by the Landlord or the other occupants of the Building.

The Tenant shall also indemnify and keep the Landlord fully indemnified against all claims demands action fines penalties and legal proceedings of whatsoever nature, whether civil or criminal, in respect of any injury or death to any person or loss or damage to property howsoever caused PROVIDED ALWAYS THAT :-

 i)          the Tenant shall in respect of any such claim made by any such claim made by any third party be afforded an opportunity at its sole expense to resist, defend and compromise the same; and

 ii)         the Tenant shall not be liable to the Landlord for indirect, special or consequential damages including business, economic or other losses.

 For the avoidance of doubt, it is hereby expressly agreed by the parties hereto that except in the case of wilful default on the part of the Landlord, the Landlord shall incur no liability to and shall not be liable in damages or otherwise to the Tenant, its servants, agents or otherwise for any injury or loss or damage to property and/or person which may at any time during the said tenancy or any extensions thereof be caused to or suffered by the Tenant, its servants, agents or otherwise;

 (zc)      ***To Permit Inspection Prior to Determination of Tenancy***

 that at any time during the three (3) calendar months immediately preceding the determination of the tenancy hereby created, the Tenant shall permit the Landlord or its agents to affix and retain on a conspicuous part of the Demised Premises a notice for re-letting or the sale of the Demised Premises and to permit intending tenants and/or intending purchasers with written authority from the Landlord or its authorised agents at all reasonable times of the day to enter and view the Demised Premises.

 (zd)***On Determination of Tenancy***

that on the expiration or sooner determination of the tenancy hereby created, the Tenant shall peaceably and quietly yield up the Demised Premises to the Landlord together with all fixtures, fastenings, matters and things therein attached to and belonging or appertaining thereto in such good and tenantable repair and condition as shall be in accordance with the covenants of the tenancy herein before contained fair wear and tear excepted with all locks and keys complete and to restore the Demised Premises to as near to its original state as the Demised Premises was at the commencement of this tenancy as is possible.

At the expiry or sooner determination of this tenancy or any renewal thereof, if any, the Tenant shall quit and re-deliver vacant possession of the Demised Premises to the Landlord forthwith and promptly, without any formal demand for same.

In the event that any structural alterations or additions have been made to the Demised Premises, the Tenant shall, if so required by the Landlord and at the Tenant’s own cost and expense, restore the Demised Premises to its original state and condition, at the expiry or sooner determination of the tenancy hereby created. Such restoration shall be carried out under the supervision of the Landlord’s Architect or any other authorised agent of the Landlord within seven (7) days from the expiration or sooner determination of tenancy herein created, failing which the Landlord shall be at liberty to carry out such restoration and the cost and expense thereof shall be borne by the Tenant and be a debt forthwith due and payable by the Tenant to the Landlord.

**ARTICLE 8**

8.         **Covenants by the Landlord with the Tenant**

8.1The Landlord hereby covenants with the Tenant as follows :-

(a)***Quiet Enjoyment without Interruption***

PROVIDED ALWAYS THAT the Tenant pays the rent and service charges hereby reserved and observes and performs the covenants and stipulations on the Tenant’s part hereinbefore contained, the Landlord shall permit the Tenant to quietly enjoy the Demised Premises during the tenancy hereby created without any interruption by the Landlord or any person claiming under or in trust for the Landlord;

(b)***Payment of Outgoings***

The Landlord shall for the duration of the tenancy hereby created pay and discharge all quit rent, assessment or other outgoings payable in respect of the Demised Premises;

(c)***Upkeep of Building***

that the Landlord shall subject to the due compliance by the Tenant of the terms and conditions contained herein, keep the Building and the Common Property including the roof, main structural walls, floors, drains and pipes, lifts escalators and main air-conditioning plant in good

and tenantable repair (fair wear and tear excepted) and condition PROVIDED THAT where repairs under this covenant becomes necessary by reasons attributable to the Tenant its servants and / or agents, then the Tenant shall carry out such repairs to the satisfaction of the Landlord at the Tenant’s own cost and expense.

 (d)       Throughout the Tenancy hereby  created to keep the Demised Premises insured against loss or damage by fire (excluding the Tenant’s fixtures, fittings, furniture, goods and chattels in which instance shall be the responsibility of the Tenant.

(e)        At the Tenant’s request to promptly co-operate and give full assistance to the Tenant in the making of all and any applications  including the submission of all plans designs drawings (including the execution of all documents statutory or otherwise  required  to be executed  by the registered proprietor  of the Demised Premises) in respect  of securing the necessary  approvals  from the relevant authorities  for the alteration and  renovation  works  to and in the  Demised Premises  PROVIDED THAT prior written consent of the Landlord had been obtained  pursuant to Article 7.1 (n)  herein for such alteration and  renovation  and it is done at the  Tenant’s sole costs and expenses and shall in any event  comply  with all regulations of the appropriate  governmental  authorities  as to such  alterations  and additions.

**ARTICLE 9**

9.1**Events of Default of Rental, etc.**

a.         If the rent hereby reserved or any part hereof or any service charges and other payments herein covenanted to be paid by the Tenant shall be in arrears and unpaid for seven (7) days after becoming payable (whether the same shall have been formally demanded or not) or if any of the agreements or covenants herein expressed and on the part of the Tenant to be performed or observed shall not have been performed or observed, or if the Tenant shall become bankrupt or be wound-up, whether compulsorily or voluntarily (otherwise than for the purpose of reconstruction or amalgamation), or enter into any  arrangement or composition with its creditors or suffer any distress or  execution to be levied against its property and/or the Demised Premises, then and in any such case, it shall be lawful for the Landlord at any time thereafter to serve a written notice upon the Tenant requiring the Tenant to remedy the breach within seven (7) days from the date of such notice failing which the  Landlord shall be at liberty to re-enter the Demised Premises or any part thereof in the name of the whole whereupon this tenancy shall absolutely determine but  without prejudice to the rights of action of the Landlord in respect of any  breach of the Tenant’s covenants herein contained. All costs and expenses incurred by the Landlord in demanding the rent and other charges including solicitors’ costs on a solicitor and client basis and all legal fees and   disbursements shall be paid by the Tenant and shall be recoverable from the Tenant as a debt.

b.         Acceptance of rent or any other payment by the Landlord shall not be deemed to operate as a waiver by the Landlord of any rights of action against the Tenant in respect of any breach of any of its obligations hereunder.

**9.2**              **Improvements To Demised  Premises**

The Landlord  shall  not  be liable to repay   the Tenant  the costs and expenses  incurred   by the Tenant  on  any  improvements  made by  the Tenant  to  or on the demised Premises   and the Tenant  shall  not be entitled  to  claim  for any  reduction  in the rent  of the account  of such cost  and expenses  incurred by the Tenant.

**ARTICLE 10**

10.       **Renewal of Tenancy**

10.1     If the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term, as more particularly specified in Section 9 of the First Schedule annexed hereto, from the expiration of the tenancy hereby created, the Tenant shall give notice in writing to the Landlord of its desire to renew the tenancy

for the said period not less than three (3) months before the expiration of the tenancy hereby created and PROVIDED THAT the Tenant shall have paid the rent reserved under the current tenancy hereby created punctually and shall have performed and observed the stipulations, conditions and covenants herein contained and on its part to be performed and observed up to the termination of the current tenancy hereby created and SUBJECT TO the prevailing market rate for the rental and service charges being mutually agreed upon by both parties hereto, then the Landlord may let the Demised Premises to the Tenant for the said Further Term as stipulated in Section 9 of the First Schedule from the day following the date of termination of the tenancy hereby created at the prevailing market rate for the rental and service charges as has been mutually agreed upon by the parties hereto and save and except for this Article and the revised rental and service charges, the new tenancy agreement shall be subject in all other respects to the same terms, conditions, covenants and stipulations as are herein contained.

10.2     In the event the Tenant shall remain in occupation of the Demised Premises after the expiration of the tenancy hereby created without exercising, in writing, its option to renew the tenancy, then the Tenant shall be deemed to be a monthly tenant thereof at a monthly rent to be fixed in accordance with the prevailing market rate by the Landlord and the tenancy shall be determinable by one calendar month’s notice but otherwise such tenancy shall be subject in all respects to the terms conditions covenants and stipulations as herein contained save and except for this Article for renewal.

**ARTICLE 11**

11.       **Damage to Goods, etc.**

The Landlord shall not be liable for any damage to any goods, furniture and fittings or other property belonging to the Tenant, its servants and/or agents situated at the Demised Premises if for any cause beyond its control the Landlord is unable to carry out or perform any of the services for which Service Charges are levied.

**ARTICLE 12**

12.       **Damage to Demised Premises**

12.1     In the event of the Demised Premises or any part thereof shall at any time during the tenancy hereby created or any extensions thereof be destroyed or damaged so as to become unfit for occupation or use by reason of fire lightning riot civil commotion tempest or other unforseen cause, except when such destruction or damage was caused by any act or default of the Tenant or any other Tenant or occupier of the Building whereby the monies payable under any policy of insurance effected by the Landlord shall become irrecoverable, then the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable from the date of happening of such destruction or damage until the Demised Premises shall be rendered fit for occupation and use.

12.2     In the event of the Landlord not deciding to rebuild and reinstate the Demised Premises then the Landlord must give a written notice of thirty (30) days to the Tenant.  Upon expiry of the  notice, the rent hereby reserved shall cease and determine and the Tenant will peaceably and quietly leave, surrender and yield up to the Landlord possession of so much of the Demised Premises as shall not have been destroyed.

**ARTICLE 13**

13.**Miscellaneous**

13.1***Possession of the Demised Premises***

The acceptance of physical possession of the Demised Premises by the Tenant shall be treated as conclusive evidence as against the Tenant that the Demised Premises is in good order and satisfactory condition as at the date of taking of physical possession by the Tenant of the Demised Premises. The Landlord does not expressly or impliedly warrant that the Demised Premises is or will remain suitable or adequate for all or any of the purposes of the Tenant.

13.2***No Liability for Non-Supply of Electricity / Water***

It is hereby agreed that the Landlord shall not be liable or responsible to the Tenant, its servants and / or agents for the break-down and / pr or non-functioning totally or partially of the supply in electricity and water to the Demised Premises consequent upon or arising as a result of or caused by matters beyond the control of the Landlord or as a result of strike lock-out, riot, disorder, civil commotion, war of enemy action, storm, tempest, flood, earth movements, earthquake or any such other causes or acts of God.

13.3***Notices and Information to Landlord***

The Tenant shall comply promptly with and observe, at its own cost and expense, all notices received from any statutory public or municipal authority with respect to the Demised Premises except such notices as would have been given irrespective of the Tenant’s occupancy of the Demised Premises. In the event the Tenant receives any notice from the Government or any other statutory public or municipal authority with respect to the Demised Premises, the Tenant shall be obligated to forthwith give notice thereof to the Landlord.

13.4***Rules and Regulations***

The Landlord shall have the right at any time and from time to time to make, to amend, cancel or suspend any rules and regulations in respect of the Building as in the judgement of the Landlord may from time to time be required for the management safety care or cleanliness of the Building or for the preservation of good order and harmony therein or for the convenience of the Tenant, and all such rules and regulations shall bind the Tenant upon and from the date on which notice in writing thereof is given to it by the Landlord.  If there shall be any inconsistency between the provisions of this tenancy and the provisions of such Rules and Regulations the provisions of this Agreement shall prevail.

13.5***Restriction on Endorsement of Tenancy***

The parties hereto hereby mutually agree that they do not require the tenancy herein created to be endorsed on the document of title /s to the said Land held under the provisions of the National Land Code.

13.6***Landlord’s Agents***

The Landlord shall be entitled at anytime with prior written notice to the Tenant and from time to time to authorise appoint or engage any person, persons or body corporate to be the agent for the Landlord to demand and receive from the Tenant all rents and other monies hereinafter due and owing herein of the Landlord.

13.7***Knowledge or Acquiescence***

Knowledge or acquiescence by either party hereto of any breach of the terms conditions or covenants herein contained shall not operate as or be deemed to be waiver of such terms conditions or covenants or any of them and notwithstanding such knowledge or acquiescence, such party hereto shall be entitled to exercise their respective rights under this Agreement and to require strict performance by the other of  terms conditions and covenants herein.

13.8***Heading***

The headings appearing in this Agreement are inserted only as matter of convenience and in no way define limit construe or describe the scope or intent of the sections or clauses of this Agreement nor in any way affect this Agreement.

13.9***Notices***

Any notice, request or demand required to be served by either party hereto on to other party under the provisions of this Agreement shall be in writing and shall be sufficiently served if sent by registered post or left at the registered office of the party intended to be served. Any notice sent by registered post shall be deemed to be served at the time when in the ordinary course of the post it would have been delivered at the address to which it is post.

13.9***Time Essence of Agreement***

Time wherever mentioned herein shall be the essence of this Agreement.

13.10***Costs and Disbursements***

The Landlord’s Solicitors’ cost for the preparation of this Agreement shall be borne and paid by the Tenant . The costs for all stamp fees and other expenses incurred on this Agreement shall be borne by and paid for by the Tenant absolutely.

 13.11   that in the event  one or more of the provisions contained  in this Agreement should  prove  to be invalid, illegal and/or unenforceable  in any respect, such invalidity, illegality and/or unenforceability   shall not in any way affect  and/or impair  the remaining  provisions   contained herein.

13.12   that  no claim  for damages or any other remedy  shall arise out of any  breach, or any failure to perform any  of the obligations arising  under this Tenancy Agreement if such  breach  or failure  is caused  by compliance  by  any party with  any  intervention or action  by  any state or federal  authority  or by  any person  representing  any such  authority   or is due  to events  beyond  the control  of the parties including  (but not limited to)  acts  of  God or Government, flood, fire, embargo, riot, war, natural  disaster or any  event constituting force majeure.

*[ The rest of this page has been left blank intentionally ]*

**IN WITNESS WHEREOF** the parties hereto have here under set their respective hands the day and year first above written.

**SSIGNED** by                                        )

)

for and behalf of the **LANDLORD**   )

)

in the presence of :-                              )

**SSIGNED** by                                        )

)

for and on behalf of the **TENANT**     )

)

in the presence of :-                              )

**FIRST SCHEDULE**

|  |  |
| --- | --- |
| **PARTICULARS** | **DESCRIPTION** |
| **Section 1 – Tenant**  Name                           :    Registered Address    : |  |
| **Section 2 – Demised Premises**    Unit No.                      :    Floor Area (sq. ft.)      : |  |
| **Section 3 – Duration of Tenancy**  Number of Years        :    Date of Commencement          : |  |
| **Section 4 – Security Deposit**    Ringgit Malaysia         : |  |
| **Section 5 – Utilities Deposit**    Ringgit Malaysia         : |  |
| **Section 6 – Rent / Service Charge**  Rental Per Month        :    Operating Hours for                :  Air-Conditioner |  |
| **Section 7 – Tenant’s Business**  Nature of Business |  |
| **Section 8 – Car Park**  Number of Car  Park Bays                                :    Monthly Rental of each  Car Park Bay |  |
| **Section 9 – Option Period**    Number of Year(s) |  |

**SECOND SCHEDULE**

**Floor Plan**