

Danish House Sdn. Bhd. (10634-U)

Date: 01 September, 2018

Re: Westlake Tenancy Agreement (Main Point) (R5)

1. This is a one (1) year agreement with an option to renew for another one (1) year signed between Danish House Sdn.Bhd.
2. Both parties shall not terminate this agreement for one (1) year except for breach of any terms of this agreement. If any parties terminating the agreement before the expiry of the one (1) year period, then the defaulting party responsible for such an action shall pay the rental for the unexpired period.
3. Consideration will be given to the tenant to terminate this agreement provided if he/she produces a letter from the University or College stating that he/she has discontinued with his/her studies. Under such circumstances, the Tenant will have to bear the full month rental for the month in which the notice is given.
4. The tenants are not permitted to use their rental deposit and/or utility deposit as payment of their rental.
5. The utility deposit will be refunded to the tenant after the deduction of all outstanding utilities bill and other charges. Similarly, the rental deposit will only be refunded to the tenants provided all rental due are paid up to date and there are no other outstanding charges.
6. The tenant must settle the rental payment within rental collection period that's Determined in the agreement. For any payments made after the said period, we will charge a late penalty of RM5 and monthly interest 1.0% on the rental. We accept cheques, ATM transfer, bank transfer, debit or credit card. If the tenant or parent opts to use ATM or bank transfer, he/she must produce the bank-in slip and must state the tenant name, room number & rental of that month on the slip and submit to us (via fax or email) as a proof for payment.
7. The tenant is required to pay the Malaysia Sales And Services Tax (SST) or any relevant tax imposed/required by the authorities.
8. For any rental due and unpaid for 14 days in the same month, the parents or guardian will have to pay the rental for the tenant.
9. The tenant is required to pay rental at all times even during school holidays irrespective of whether the Room and/or services are utilized.
10. The tenant is required to take care of the furniture and fittings within his house area. Any loss or damage is chargeable to the tenant.
11. During check out, tenant must ensure that all furniture inside the house are in good condition and the house must be clean.
12. The tenant must not commit any illegal and/or immoral activities.
13. The tenant is responsible for and must take care of his/her personal belongings.
14. Tenant shall comply with the rules and regulations provided in the resident hand book.
15. The tenant must pay the monthly electricity & water charges together with the number

of resident in the house whether the tenants are on holiday or not.

16. The tenant must pay the additional electricity charges if there have any equipment(s) and/or electrical appliances in their Room or the Demised Premises which results in additional / higher electricity charges.
17. The Management would be allowed to transfer the Tenant to another Room if in the circumstances the Management deemed that it is reasonable to do so.
18. We will issue notices on a regular basis and post them in the office area. Tenants are required to take note of such notices.
19. Tenants must keep all the receipts after making any payments for verification purposes.

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(END)
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1. 这是管理公司与租户之间所签为期一年以及选择性更新下一年的合约.
 2. 一年期间双方面不能毁约,除违反了规定之外. 如毁约的一方将要赔偿合约未逾期的损失.
 3. 租户是否能提前终止合约,必须呈上校方所发出的确认信件证明没有继续学业. 在这种情况下,租户也必须缴付那整个月的房租费.
 4. 租户的租金和水,电押金不能抵消租金.
 5. 水,电的押金将扣除未清的水,电费和杂费后,余额将会退还给租户. 同样的,当租户们将所有的租金或其他欠款缴付清后,租金的押金将会退还给租户.
 6. 租户必须在合约内所规定的期限内缴付租金,如逾期将会被罚款 RM5 和每月以租金 1.0% 利息计算. 我们将接受支票,提款机或银行转帐,金融卡或信用卡缴付租金. 如租户或家长们通过提款机或银行转账,务必请将银行收据连同租户姓名,房间号码和当个月的租金资料传真或电邮给我们以作证明.
 7. 租户必须支付马来西亚销售和服務稅 (SST) 或任何當局徵收/要求的相關稅費.
 8. 为了避免租户逾期未付租金,租户在每一个月限期内未缴付租金的 14 天后,家长或监护人必须代缴付租金.
 9. 租户必须支付每月租金與固定服務費. 無論是學校假期或有否使用所提供的服務與否.
 10. 租户要保护屋内所有的家俬和设备. 如有任何遗失或损坏租户将被罚款.
 11. 当搬出时租户要确保屋内的所有家俬保持原状及良好和屋内干净.
 12. 在住家范围内租户不能做任何非法或不道德活动.
 13. 租户必须有责任保管自己的私人财产.
 14. 租户必须遵从公司所提供的规则.
 15. 租户必须與同屋的所有房客一起付每月的電,水費,無論是學校假期與否.
 16. 如果房间或屋内有任何设备或电器而造成额外/较高的电费,租户必须支付额外的电费.
 17. 如有任何合理的情况下管理公司将要求租户搬迁到另一个房间.
 18. 我们有任何通告将会发佈通知书并且张贴在办公室范围内. 租户务必多加留意.
 19. 租户们必须将所有的收据保留以作核对用途.
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AN AGREEMENT made the day and year stated in Section 1 of the First Schedule hereto

BETWEEN

DANISH HOUSE SDN BHD (Company No : 10634-U) a company incorporated under the Companies Act 1965 and having its place of business at No. 2388 & 2389, Jalan Hala Timah Empat, Taman Bandar Baru Kampar, 31900 Kampar, Perak (hereinafter referred to as "the Management") on the one part;

AND

The parties whose name(s) and particulars are stated in Section 2 of the First Schedule hereto (hereinafter referred to as "the Tenant(s)") on the other part.

WHEREAS :

- 1) Pursuant to the terms and conditions of the Management Agreement entered into between the Management and the owner(s) of the Premise, the Management has been appointed by the owner(s) of the property the particulars of which are stated in Section 3 of the First Schedule (hereinafter referred to as "the Premise") to manage, rent and deal with the Premise on his/her/their behalf.
- 2) The Management has agreed to let and the Tenant(s) has/have agreed to take a tenancy of the particular room described in Section 4 of the First Schedule (hereinafter referred to as "the Room") of the Premise subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS :-

In consideration of the mutual promises contained herein the parties hereto agree as follows :-

1. Subject to the terms and conditions hereinafter contained the Management lets and the Tenant(s) accepts a Tenancy of the Room for the duration described in Section 5 of the said Schedule at the monthly rental described in Section 6 of the said Schedule commencing on the date described in Section 7 the said Schedule hereto.
2. Upon the execution of this Agreement the Tenant(s) shall pay to the Management the sum or sums as stated in Section 8 of the said Schedule as security deposit for the due observance and performance by the Tenant(s) of the terms and conditions of the Tenancy hereby created. The said sum or sums shall be refunded by the Management to the Tenant(s) without interest at the expiration of this Tenancy provided that if the Tenant(s) is/are in breach of any of the provisions of this Agreement on the part of the Tenant(s) to be observed and performed the Management shall be entitled to deduct from the said deposit such sum as is found due to the Management as a result of such breach except in the event of the Tenant(s) terminating this Tenancy other than as provided herein during the continuance thereof, the Management shall be entitled to forfeit the said deposit. The said deposit shall not be treated as payment of the rental by the Tenant(s).
3. **THE TENANT(S) HEREBY COVENANTS WITH THE MANAGEMENT** as follows:-
 - (a) to pay the said rental in advance on or before the **ten (10th)** of each calendar month in the manner stipulated by the Management and if the said rental is unpaid within the stipulated period, the tenant(s) shall be liable to pay the Management penalty of **five**

Ringgit Malaysia (RM5) and interest on the said arrears calculated at **one percent (1.0%)** per month from the due date to the date of full payment of the said arrears. The above interest shall be chargeable whether or not the Management has formally demanded for the same;

- (b) to pay the Malaysia Sales And Services Tax (SST) or any relevant tax as may be required/imposed by the authorities;
- (c) at all times to keep the interior of the Room and all fittings and things therein (belonging to the Landlord(s)) in good and tenable repair and condition (fair wear and tear excepted). The Tenant(s) hereby agree not to remove any furniture(s) or fitting(s) from the Room or the Demised Premises without the prior consent of the Management;
- (d) the tenant shall be responsible for the Demised Premises, the furniture(s), equipment(s) and/or electrical appliance(s) in the Demised Premises jointly and/or severably with all residents of the Demised Premises. In the event that there is any damage or loss of any furniture(s), equipment(s), electrical appliance(s) and/or damage made to the Demised Premises, the person responsible for the damage shall be required to pay for the repairs and/or replacement of the same. If the damage or loss is not attributable to any one particular resident(s) or unknown to anyone, then the Management reserves the right to charge such costs of repair and/or replacement among the resident(s)/occupant(s) of the Demised Premises or the occupants of the respective floor;
- (e) not to use the Room or the Demised Premises for any illegal unlawful or immoral purpose and not to do or permit to be done any act or thing which may become a nuisance or give reasonable cause for complaint to the Management / owner or any other adjoining occupiers/tenants;
- (f) not to do or permit to be done on the Demised Premises anything which will or may infringe any of the laws, bye-laws or regulations made by the Government, Local Council or any other competent Authority affecting the Demised Premises;
- (g) to permit the representative(s) of the Management or their agent(s) with or without workmen at all reasonable times after reasonable notice has been given by the Management to the Tenant(s) to enter upon and to examine the condition of the Room or the Demised Premises and the said fixtures and fittings therein and to execute repairs to the same;
- (h) if the Management shall at any time or times during the continuance of the term hereby created serve on the Tenant(s) any notice in writing specifying any cleaning or repair for which it is liable under the stipulations on its part hereinbefore contained and requiring the Tenant(s) to forthwith execute the same and if the Tenant shall not within **fourteen (14) days** after the service of such notice proceed diligently with the execution of such cleaning or repair, then to permit the representative(s) of the Management to enter upon the said Premises to execute such cleaning and repair works and the costs thereof shall be a debt due from the Tenant to the Management provided that prior written notice shall have first been given by the Management to the Tenant(s);
- (i) at the expiration or earlier determination of this Tenancy to yield up the Room or the Demised Premises with the owner's fixtures and fittings in good and tenable repair (fair wear and tear excepted) together with all keys, locks and fastenings unless requested or permitted by the Management to the contrary;
- (j) the Tenant(s) shall at the end of this tenancy make good any damage caused to the Room or the Demised Premises by the installation of any partitioning, fixtures or fittings, air conditioning units fittings or other electrical and mechanical services by the Tenant(s);

- (k) the Tenant(s) shall comply with the rules and regulations provided in the handbook, which is subjected to updates and amendments every now and again;
- (l) in the event of damage / loss to any items belonging to the management caused by the Tenant(s), the Tenant(s) will have to bear all incidental costs involved in repairing or replacing the respective item in accordance to the management's Rules and Regulations;
- (m) the Tenant(s) shall ensure that their Room is properly locked up and shall continue to pay the rental to the Management at all times even during the semester break(s) and/or holidays irrespective of whether the Room and/or services are utilized; and
- (n) if the Tenant(s) shall utilize / have any equipment(s) and/or electrical appliances in their Room or the Demised Premises which results in additional / higher electricity charges, then the Tenant(s) shall be responsible to pay for the additional charges.

4. **THE MANAGEMENT HEREBY COVENANTS WITH THE TENANT(S)** as follows:-

- (a) to pay all rates, taxes, assessments, quit rent and other outgoings hereinafter to be charged and imposed on the Demised Premises payable by the owner(s);
- (b) that the Tenant(s) paying the rent hereby reserved and performing and observing the several covenants and stipulations on its part contained shall peaceably hold and enjoy the Room and the Demised Premises during the continuance of this Tenancy without interruptions by the Management or any person(s) rightly claiming under or in trust for it; and
- (c) to instruct the owner(s) to maintain and keep the main structure including the walls, floors and roofs of the Demised Premises and the Room in good and tenantable condition throughout the term hereby created PROVIDED ALWAYS that where repair under this covenant becomes necessary by reason of the negligence or wilful default of the Tenant(s), then the Tenant(s) shall carry out such repair at its own costs and expenses.

5. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN THE MANAGEMENT AND THE TENANT(S)** as follows:-

- (a) the Management shall not be under any liability whatsoever or be responsible to the Tenant(s) or the Tenant(s) licensees servants agent or other persons in the Demised Premises or the Room or calling upon the Tenant(s) for any accident, happening, injury or loss of life suffered or damaged to or loss of any chattel or property sustained on the Demised premises or the Room;
- (b) if the rent hereby reserved or any part thereof shall be unpaid for **fourteen (14) days** after the same has become payable (whether formally demanded or not) or if any covenants on the Tenant(s)' part herein contained shall not be performed or observed then in every such case, the Management shall serve a forfeiture notice upon the Tenant(s) specifying the particular breach complained of which is inclusive of breaches relating to non-payments of rent, requiring him/her/their to make compensation in money for the breach and if the Tenant(s) fails to remedy the breach and to make compensation within **fourteen (14) days**, then it shall be for the Management at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this Tenancy shall absolutely determine but without prejudice to the right of action of the Management in respect of any breach of the Tenant(s)' covenants herein contained;
- (c) unless otherwise agreed to by the parties hereto in writing upon the expiry of this Tenancy the Tenant(s) shall vacate the Demised Premises and deliver up the same to the Management. In the event of the failure on the part of the Tenant(s) to do so, the Tenant(s) shall indemnify the Management for all costs and expenses and compensate payment incurred for such legal proceedings taken to evict the

occupants remaining in the Room or the Demised Premises and shall touching or concerning this agreement or its construction or effect or the rights, duties or liabilities of the parties under or by virtue of it or otherwise or any other matter in any way connected compensate the Management for the loss of rent suffered by the Management as a result thereof;

- (d) the Tenant(s) shall be fully responsible for any damage caused to the Management or to any person whomsoever directly or indirectly through any defective or damaged condition of any part of the Demised Premises or the Room and the Tenant(s) shall make good the same by payment or otherwise and shall fully indemnify the Management against all claims, demands, actions and legal proceedings whatsoever made upon the Management or the owner by any person in respect thereof.
- 6. The parties hereby agree that both parties shall not be entitled to terminate this Agreement for one (1) year save and except for breach of any terms of this Agreement. In the event of any parties terminating the Agreement before the expiry of the one (1) year period, then the defaulting party shall pay to the other party the rental for the unexpired period.
- 7. Unless otherwise specified herein, all notices, requests or other communication to or upon each of the parties hereto shall be deemed to have given in the case of notice by letter five (5) days after the same is sent by registered post or in the case of notice given by facsimile immediately after transmission when the recipient facsimile is shown on the sender's receipt of a confirmed log print-out for the transmission regarding the date, time and transmission of all pages and all notices request and communication shall be addressed to the addresses of the parties hereto herein before mentioned or such other address as either of the parties hereto may designate from time to time by written notice to the other party hereto.
- 8. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future law, such provision shall be fully severable, this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof and the remaining provision shall remain in full force and shall not be affected by the illegal, invalid and unenforceable provision or by its severance herefrom. In lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part hereof a provision, as similar in terms to such illegal, invalid or unenforceable provision as may be possible that is legal, valid and enforceable so as to give effect to the intent of the parties hereunder.
- 9. MISCELLANEOUS
 - (a) Words applicable to natural persons include any body of persons, Management, corporation, firm or partnership.
 - (b) Words importing the masculine gender shall include the feminine and neuter genders and vice versa.
 - (c) Words importing the singular shall include the plural and vice versa.
- 10. This Agreement shall be binding upon the parties hereto and their permitted legal assigns and successors in title.

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THE SECOND SCHEDULE

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

1. At the time of termination of this Tenancy Agreement and or breach of contract the Tenant is required to return the Demised Premises in the same clean, good order and hand over all keys to the Management when the Tenant vacates the Demised Premises. In the event the Tenant fails to do so, the Management shall have the right to access the Demised Premises. The Tenant shall remove all belongings when vacating the Demised Premises failing which the Management shall be entitled to remove the same and all cost and expenses incurred hereto shall be a debt due from the Tenant to the Management. The Management will not be responsible for any loss or entertain any claims arising from or in connection with the exercise of this provision from the Tenant.
2. Upon the expiry of this Tenancy Agreement and subject to the due observance by the Tenant of all the terms and conditions stated herein and provided always that the Management shall have been served with a two (2) months prior notice in writing from the Tenant immediately before the expiry of the tenancy informing its intention to further extend the period of the said Tenancy Agreement, the Management may at its discretion extend the duration of the said Tenancy Agreement for a further period commencing the day immediately after the expiry of the said Tenancy Agreement.
3. It is hereby agreed between the Management and the Tenant that upon renewal of this Tenancy Agreement for another one (1) year, the rental shall remain the same and not be increased unless there is/are any breach of term(s) on the part of the Tenant.
4. The Tenant together with all the other tenants of the property shall be responsible to pay for the electricity and water charges for the said Property which shall be duly apportioned between the respective tenants for the said Property irrespective of whether the tenants are on holiday or away.
5. The Tenant would be allowed to terminate this agreement only if he/she produces a release letter from the University confirming that the said student is discontinuing with the course/studies. The rental for the entire month the notice is being given would still have to be paid by the Tenant and if it is not paid, it is hereby agreed that the Management would be allowed to deduct the same from the deposit. It is further agreed between the parties that there would not be any refund of the rental for the current month that the notice is being given. The deposit less all outstanding would be refunded to the Tenant only upon receipt of the latest utilities bill (which include the water and electricity bill).
6. Within the first year of the tenancy, the Tenant would be allowed to request for a change of the Room subject to an administrative charge of RM50.00 to be paid by the Tenant upon submitting the request. The Management would also be allowed to change the Tenant to another Room if in the circumstances the Management deemed that it is reasonable to do so.