

THIS AGREEMENT is made on the date stated in Item 1 of the First Schedule hereto **BETWEEN XXX** a company incorporated in Malaysia with its registered address at XXX(hereinafter called the "Landlord" which expression shall where the context so requires or admits include its successors in title and assigns) of the one part **AND** the party more particularly referred to in Item 2 of the First Schedule hereto (hereinafter referred to as "the Tenant" which expression shall where the context so requires or admits include its heirs personal representatives successors in title and permitted assigns) of the other part.

ARTICLE I
Recitals

Section 1.01

The Landlord is the registered proprietor of all the premises more particularly described in Item 3 of the First Schedule hereto (hereinafter referred to as "the Demised Premises") in the condominium project known as xxx (hereinafter referred to as "the Condominium") together with the furniture, fixtures and fittings as listed in the Second Schedule attached hereto (hereinafter referred to as "the furniture, fixtures and fittings").

Section 1.02

The Landlord is desirous to let and the Tenant is desirous to take on the Demised Premises subject to the terms of this Agreement.

ARTICLE II
Tenancy

Section 2.01 Agreement for Tenancy

The Landlord agrees to let and the Tenant agrees to take the Demised Premises together with the use and enjoyment (subject always to the absolute control and discretion of the Landlord and to their availability in common with other persons entitled thereto) of the entrances vestibules staircases landings corridors passages and lifts escalators water-closets lavatories conveniences and other amenities for the period as provided in Item 4 of the First Schedule and commencing on the date as provided in Item 5 of the First Schedule with an option to renew the said tenancy for a further period as provided in Item 6 of the First Schedule subject to the terms and conditions hereinafter and in the Third Schedule contained.

ARTICLE III
Deposits

Section 3.01 Security And Utility Deposits

Immediately upon the execution of this Agreement the Tenant shall pay to the Landlord the sum provided in Item 7 of the First Schedule (hereinafter referred to as "the Security Deposit") and the sum provided in Item 8 of the First Schedule (herein referred to as "the Utility Deposit") as security for the observance and performance by the Tenant of the covenants terms and stipulations hereinafter contained. The Security Deposits shall be maintained at the aforesaid amount during the term hereby created and shall under no circumstances be treated as rent and shall be refunded by the Landlord to the Tenant without interest on the expiry of the Tenancy hereby created less whatever sum or sums of money which may then be found due to the Landlord as a result of any breach of the terms and stipulations herein contained subject always to Section 7.01 and without prejudice to any other claims which the Landlord may have against the Tenant under the terms hereof.

ARTICLE IV
Rent

Section 4.01 Rent

The rent to be paid by the Tenant for the Demised Premises shall be provided in Item 9 of the First Schedule payable monthly in advance the first of such payment to be paid upon execution of this Agreement and the subsequent rentals shall be paid on the 1st day of each succeeding month thereafter until the determination of term of the tenancy hereby created.

ARTICLE V
Covenants By Tenant With Landlord

Section 5.01 Payment of Rent

The Tenant shall pay to the Landlord the rent reserved at the times and in the manner aforesaid.

Section 5.02 Payment of Electricity and Water and Other Charges

The Tenant shall pay to the Landlord all charges in respect of water, sewerage and electricity usage used in or supplied to the Demised Premises and to the relevant authorities all charges in respect of the installation and use of any telephones and other communication facilities therein.

A certificate signed by the Landlord or its agent as to the amount of water, sewerage, electricity charges and any amenities payable by the Tenant shall be prima facie evidence that such an amount is in fact due from the Tenant.

Section 5.03 Payment of Increased Outgoings

The Tenant shall pay as and when required by the Landlord an additional sum over and above the rent hereby reserved in quit rent assessment rates or other impositions of a like nature by whatsoever name called levied and imposed or in respect of or attributed to the Demised Premises over and above the amount levied and imposed at the commencement of the term hereby created. Such additional sum shall be a sum proportionate to what the area of the Demised Premises bears to the total lettable area of the Condominium.

Section 5.04 To Permit Inspection and Repairs

The Tenant shall permit the Landlord and its agent with or without workmen and others at all reasonable times (or in the case of emergencies or where the Landlord is prevented by the urgency of the required works or repairs, without notice) to enter and view the condition of the Demised Premises and to execute any repairs and works as the Landlord may think fit. The Tenant shall forthwith repair and mend in a proper and workmanlike manner any defects for which the Tenant is liable and of which written notice shall be given to the Tenant or left at the Demised Premises.

Section 5.05 Restriction Against Obstruction

The Tenant shall not permit any vehicles including motor-cycles, motor scooters and bicycles to be kept in any part or to be parked in any part of the Common Property other than in the car parking lots allocated to the Tenant for the Tenant's use.

Section 5.06 Restriction Against Alterations or Renovations

The Tenant shall not make or permit to be done any alterations structural or otherwise partitions additions or decorations to the Demised Premises or any part thereof or to the Landlord's fixtures and fittings therein without the prior written consent of the Landlord and if such consent is given the Tenant shall at the Tenant's own cost and expense carry out such alterations additions or decorations with such materials and in such manner and at such times as shall be designated by the Landlord and the Tenant shall at the Tenant's own cost and expenses obtain such necessary planning approvals and any other consents or approvals pursuant to the provisions of any written law bye-laws rules regulations or orders applicable thereto and shall comply with

the conditions thereof and upon determination of the term hereby created if required by the Landlord, the Tenant shall restore the Demised Premises to its original state and condition at the cost and expense of the Tenant.

Section 5.07 Prohibition of Use Other Than That Approved

- (a) The Tenant shall use the Demised Premises solely as approved namely as a private residence only and shall not use or permit or suffer the use of the Demised Premises as an office, shop, clubhouse or for any other purpose not consistent with that of a private residence.
- (b) The Tenant is prohibited from using the premise exceeding 2 persons for each room, that is permitted for 2 persons to use one (1) bedroom apartment, 4 persons to use two (2) bedrooms apartment and 6 persons for three (3) bedrooms apartment. The Tenant shall not allow any other person, other than the Tenant's immediate family or transit relatives and friends who are guests of the Tenant to use or occupy the Premises without first obtaining Landlord's written consent to such use.
- (c) Any guest of the Tenant staying in the Premises for more than 2 weeks in any 6 months will be considered a tenant, rather than a guest, and must be added to the Tenancy agreement subject to the terms and conditions including the cleanliness, use, occupancy and preservation of the Premises.

Section 5.08 Upkeep and Maintenance of Demised Premises

- (a) The Tenant shall keep and maintain the Demised Premises including the flooring and interior plaster or other surface material or rendering on walls and shop fronts thereof and all shutters locks fastenings metal parts and other Landlord's fixtures therein in good and tenantable repair and clean condition provided that no abrasive cleaning material shall be used (fair wear and tear only excepted) and shall replace any glass fixtures or fittings which shall be broken or damaged due to malicious negligent or careless acts or omissions of the Tenant, its/his guests and/or invitees.
- (b) The Landlord may serve upon the Tenant notice in writing specifying any cleaning, repairs or work necessary to be done or replacements necessary to be made to comply the Tenant's covenants to repair contained herein, and require the Tenant forthwith to execute such cleaning repairs or work or to make such replacement and if the Tenant shall not within fourteen (14) days after the service of such notice proceed diligently with the execution of such

repairs or work or the making of such replacements, then it shall be lawful for the Landlord to enter upon the Demised Premises and execute such cleaning, repairs or work or make such replacements and the cost thereof (which expression shall include but not be limited to all legal costs and surveyor's fees and other expenditure whatsoever attendant thereon) shall be debt due from the Tenant to the Landlord and be forthwith payable on demand.

Section 5.09 Prohibition as to Excess Load

The Tenant shall not place or permit to be placed upon any floor of the Demised Premises a load in excess of thirty (30) pounds per square foot and shall when required by the Landlord distribute any load on any 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 Engineer or Architect shall be final and binding upon the Tenant.

Section 5.10 Prohibition of Use Amounting to Pollution

The Tenant shall not use the Demised Premises or any part thereof for carrying on any activity which causes the accumulation of dirt rubbish or debris of any sort in or outside the Demised Premises or which causes an undesirable amount of noise or which in the opinion of the Landlord is undesirable or unsuitable for the other tenants or occupiers of the Condominium.

Section 5.11 Prohibition of Nuisance

The Tenant shall not do or permit to be done upon the Demised Premises anything which in the opinion of the Landlord may be a nuisance or annoyance to or in any way interfere with the quiet and comfort of the other occupants of the Condominium, obscure any of the windows or light to be shared by the occupiers of the Condominium.

Section 5.12 Compliance with Laws Bye-Laws and Rules

The Tenant or occupier thereof shall observe and comply with all conditions and covenants binding upon the Condominium including the house rules or other regulations governing and binding the Condominium imposed or to be imposed by the Management thereof and any act ordinance enactment order bye-laws rules and regulations affecting the Demised Premises and/or the Condominium which are now in force or which may hereafter be enacted and shall at all times hereafter indemnify and keep indemnified the Landlord against all actions proceedings cost expenses claims and demands whatsoever in respect of any such act matter or thing done or omitted to be done in contravention of any of the said provisions.

Section 5.13 Compliance with Landlord's Regulation By Tenant's Guests

The Tenant is solely responsible for all the obligations contained in the Agreement which include the payment of the monthly rental as and when it fall due and which have to be paid on or before the expiry of the first calendar month. The Tenant(s) undertake to bear the responsibility for any acts or omission done by his/her guests, friends or family members/relatives to the Demised Premises. The Tenant also have to make good any damage or repairs affecting the said Premises. Any notice given by the Landlord inclusive of eviction notice/termination notice and notice of vacant possession is deemed to be good service upon service at the Tenant last known address.

Section 5.14 Acts Affecting Fire Risks

The Tenant shall not do anything whereby any insurance of the Demised Premises or of the Condominium 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 increase in 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.

Section 5.15 Prohibition of Noxious, Dangerous or Hazardous Goods

The Tenant shall not bring or permit or suffer to be brought or stored on the Demised Premises or any part of the Condominium arms, ammunitions or unlawful goods, gunpowder, saltpetre, kerosene or any combustible substance or any goods which is the opinion of the Landlord are of a noxious or dangerous or hazardous nature.

Section 5.16 Not to Assign or Underlet

The Tenant shall not assign the Tenancy or underlet or sub-let or part with the possession of the occupation or the use of the Demised Premises or any part thereof without the previous consent in writing of the Landlord.

Section 5.17 No Sales by Auction

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

Section 5.18 To Permit Inspection Prior to Determination of Tenancy

At any time during the two (2) calendar months immediately preceding the determination of the terms hereby created the Tenant shall 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 Demised Premises.

Section 5.19 On Determination of Tenancy

On the determination of the terms hereby created, the Tenant shall yield up the Demised Premises and all fastening matters and things thereto or anywise belonging or appertaining thereto together with all locks and keys complete and the furniture, fixtures and fittings in such good and substantial repair as shall be in accordance with the covenants of the Tenant hereinbefore contained (fair wear and tear excepted).

Section 5.20 Restrictions on Use of Lifts

The Tenant shall not use any lifts in the Condominium for the carriage of bulky goods or merchandise save and except after prior written notice has been given to the Landlord and the Tenant shall during the times appointed by the Landlord use the appointed lift for the purpose aforesaid and the Tenant shall make good at its own cost any damage caused to the lift arising from the use thereof.

Section 5.21 Restriction Against Installation of Electrical Points

The Tenant shall not install any additional electrical sockets, plugs or electrical power points or electrical motor or engine or non-domestic appliance or air-conditioner without the prior written consent of the Landlord and the relevant authority.

In the event the Tenant commits a breach of this covenant the Landlord shall be entitled to enter upon the Demised Premises without prior notice and disconnect the same in order to reduce the possibility of fire and to ensure the safety of other tenants and the Tenant will forthwith indemnify the Landlord against any cost, expenses, loss or damage suffered by the Landlord or by other tenants of the Condominium as a result of this breach.

Section 5.22 Injury to Persons

The Tenant further agrees that if any damage or injury is caused to the Landlord or to any person whomsoever directly or indirectly through any defective or damaged condition of any of the interior of the Demised Premises (including doors windows and Landlord's fixtures) or by any act default negligence or omission

on the part of the Tenant or the Tenant's agents or licensees the Tenant shall be wholly responsible thereof and shall make good the same by payment or otherwise and shall at all times indemnify and keep indemnified the Landlord against all actions proceedings claims costs charges expenses demands and prosecutions whatsoever made upon or instituted against the Landlord by any person or authority.

Section 5.23 Determination of Tenancy

The Tenant shall upon the determination of the term hereby created yield up the Demised Premises and all fixtures, fittings, furniture fastenings matters and things thereto in anyway belonging to or appertaining to the Demised Premises in such good and substantial repair (fair wear and tear excepted) as shall be in accordance with the Tenant's covenants hereinbefore contained and all locks and keys complete. The Tenant shall be entitled to remove all fixtures and fittings belonging to the Tenant PROVIDED THAT the Tenant shall make good any damage caused to the Demised Premises or the Condominium or any part thereof as a result of such removal.

Section 5.24 Restoration of Demised Premises

The Tenant shall at its own costs and expenses restore the Demised Premises to its original state and condition (fair wear and tear excepted) at the expiry or sooner determination of the period of the Tenancy. Such restoration shall be carried out within one (1) week from the expiration or sooner determination of the period of the Tenancy FAILING WHICH the Landlord shall be at liberty to carry out such restoration and the cost and expenses thereof shall be borne by the Tenant and payable by the Tenant to the Landlord upon demand. In the event such restoration shall not be completed upon the expiry of the Tenancy the Tenant shall pay to the Landlord for such extra days taken at the monthly rental thereto.

Section 5.25 Surrender of Premise

The Tenant is require to surrender all the keys to the Premise to the Landlord on the move-out date and no one living in the Premise. The Tenant shall surrender the Premise in better or equal condition as it were at the commencement of the agreement, reasonableness, fair wear and tear exempted, and undertake to pay for any damages arising from use of the Premise. The Tenant is also responsible for paying for all the professional charges for cleaning all the furniture and fittings (if any) prior to handing over the Premise to the Landlord.

Section 5.26 Failure to Vacate on Termination

If the Tenant on determination of the Tenancy fails to yield and vacate the Demised Premises aforesaid, the Tenant shall pay to the Landlord as agreed liquidated damages a sum equivalent to four (4) times the rental for each day's delay thereto without prejudice to the Landlord's right to evict the Tenant or take proceeding to enforce the other rights of the Landlord contained in this Agreement.

Section 5.27 Solicitors' fees, Stamp Duties

The Tenant shall pay for the Solicitors' fees, stamp duties and all other charges as may be incidental to the preparation and execution of this Agreement.

Section 5.28 Goods and Services Tax

Immediately upon the commencement and the coming into effect of the Goods and Services Tax Act 2014 (hereinafter referred to as the "GST Act"), the parties shall forthwith comply with the provisions of the GST Act for the transaction contemplated under this Agreement (if applicable). It is agreed that tax on the supply of goods or services or any similar tax imposed by the appropriate authorities upon any payment payable by the Tenant to the Landlord under this Agreement shall be paid by the Tenant to the Landlord in addition to any payments payable by the Tenant under this Agreement.

Section 5.29 Multiple Tenants or Occupants

Each Tenant(s) is jointly and individually liable for all Tenancy Agreement obligations, including but not limited to rent monies. If any Tenant(s), guests or occupant violates the Tenancy Agreement, all Tenant(s) are considered to have violated the Tenancy Agreement. The Landlord's requests and notices to any one Tenant(s) constitute notice to all Tenant(s) and occupants. Notices and requests from any one Tenant(s) or occupant (including repair requests and entry permissions) constitute notice from all Tenant(s). In eviction suits, each Tenant(s) is considered the agent of all other Tenants in the Premise for service of process.

ARTICLE VI

Covenants By The Landlord With The Tenant

Section 6.01 Service Charges

The Landlord shall pay all service charges or any increase thereof imposed or to be imposed by the management of the Condominium within the tenancy period.

Section 6.02 Quiet Enjoyment Without Interruption

Subject to the Tenant paying the rents hereby reserved and observing and performing the agreements 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.

Section 6.03 Payment of Outgoings

Subject to the provisions of Section 5.03 during the tenancy hereby created the Landlord will bear pay and discharge all quit rent assessment or other rates imposed on and payable in respect of the Demised Premises and Condominium.

Section 6.04 Upkeep of Demised Premises and Condominium

The Landlord shall keep the roof main structure walls floors and main drains and pipes of the Demised Premises and Condominium in good and tenantable repair and condition.

Section 6.05 Insurance

The Landlord shall at all time throughout the period of this Agreement keep the Demised Premises and Condominium insured against damage by fire. The Tenant is hereby advised to take up his/her own insurance coverage for his/her own personal property and effects for any damage or loss, and the Landlord assumes no liability for any such loss. It is the sole responsibility of the Tenant to keep his/her personal assets in the Demised premises under a comprehensive insurance coverage against fire and burglary risk.

ARTICLE VII
Miscellaneous

Section 7.01 Events of Default

Notwithstanding anything to the contrary herein contained upon the occurrence of any one or more of the following :-

- (a) if the said rent or any part thereof or any payment payable to the Landlord as stated in this Agreement shall be unpaid for seven (7) days after becoming payable (whether the same shall have been formally demanded or not); or
- (b) if any of the agreements or covenants herein expressed and on the part of the Tenant to be performed or observed are not so performed or observed; or
- (c) if the Tenant(s) give incorrect or false information in the rental application; or

- (d) if the Tenant defaults under any provision of this Agreement which is not capable of being remedied or if being capable of remedy has not been remedied within seven (7) days from the date of notice to the Tenant from the Landlord requesting action to remedy the same; or
- (e) if the Tenant shall become bankrupt or be wound-up whether compulsorily or voluntarily or enter into any arrangement or composition with its creditors or suffer any distress or execution to be levied on its goods; then, and in any of the said cases, it shall be lawful for the Landlord at any time thereafter to enforce at any time thereafter anyone or more of the following remedies :-
 - (i) to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine and all deposits paid shall be forfeited to the Landlord but without prejudice to the right of action of the Landlord in respect of any antecedent breach by the Tenant of the Tenant's covenants and agreements;
 - (ii) to charge interest at the rate of eighteen per centum (18%) per annum upon late payment of any sum(s) due from the Tenant to Landlord which interest shall be calculated on a day to day basis from the due date until date of full final settlement (before as well as after judgement if any is obtained in respect thereof);
 - (iii) to cut off all supply of water electricity air-conditioning to the Demised Premises in the event the Tenant fails to quit within seven (7) days from the date of notice of termination by the Landlord;
 - (iv) to use and take any other action the Landlord deems fit to recover all monies due and owing to the Landlord and the cost and expenses (including solicitors' clients' costs) of all such actions taken shall be borne by the Tenant.

The Landlord shall be at liberty to exercise any one or more of the above remedies at its sole and absolute discretion in any manner it deems fit. Any action taken or omission by the Landlord to exercise any one or more of the above remedies shall not prejudice or affect any other remedies claims or rights which it may have under the terms hereof.

Section 7.02 Damage to Demised Premises

In case the Demised Premises or any part thereof shall at any time during the tenancy hereby created be destroyed or damaged by

fire lightning riot civil commotion tempest or other unforeseen cause so as to become unfit for occupation and use then the Landlord shall not be bound or compelled to rebuild or reinstate the same unless it in its absolute discretion thinks fit. In the event the Landlord decides to rebuild and reinstate the Demised Premises then (provided the monies payable under any policy of insurance effected by the Landlord shall not have become irrevocable through any act or default of the Tenant or any other Tenant or occupier of the Condominium) the rents 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 until the Demised Premises shall have been again rendered fit for occupation and use. In the event the Landlord decides not to rebuild and reinstate the Demised Premises then the rents hereby reserved shall cease and determine from the happening of such destruction or damage as aforesaid 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.

Section 7.03 Breakdown of Services

So far as practicable the Landlord shall expeditiously rectify and carry out any defect or breakdown of the services herein to be provided save that the Landlord shall not be liable for any claims losses damages expenses whatsoever to the Tenant by reason of any defect or breakdown of machinery or plant in respect of the lifts or air-conditioning or other installations and facilities in the Condominium which are attributable to acts of God or due to reasons beyond the control of the Landlord or the Landlord is unable to carry out or perform any of the services on its part hereinbefore contained.

Section 7.04 Damage to Goods etc

The Landlord shall incur no liability to and shall not be liable in damages or otherwise to the Tenant for any damage or loss which may at anytime during the tenancy hereby created be caused to or suffered by the Tenant or the Demised Premises or any part thereof or to any property or goods of the Tenant in or about the Demised Premises or the Condominium occasioned by or arising from fire water storm tempest earthquake theft burglary or explosion riots or civil commotion enemy action or owing to the negligence of any tenant or tenants of any other part or parts of the Condominium or any act omission or negligence of any servant of the Landlord (unless it is an unreasonable act or omission or gross negligence) in or about the performance of any duty relating to the provision of the services or any of them.

Section 7.05 Occupier's Liability

The Landlord shall not be responsible for any accident happening injury or loss sustained or suffered by the Tenant its agents, employees, customers, visitors, guests, invitees and other persons using the Demised Premises and the Condominium in connection with the Tenant's business or otherwise howsoever by reason of any damage or injury caused to such persons or to their property or to the Demised Premises in consequence of any breakdown or defect in machinery or plant in respect of the lifts air-conditioning plant pipes wires equipment or other apparatus of facilities or amenities provided by the Landlord or in or about the Condominium or in the supply of water or electricity thereto or by reason of any other accident breakdown or defect not attributable to default or negligence of the Landlord his servants or agents or by reason of any acts of God.

Section 7.06 Changes or Modification to Structure

If as a result of the introduction or implementation of any new laws bye-laws rules or regulations or the amendment of existing laws bye-laws or regulations by the appropriate authority or authorities requiring any changes or modifications to the structure of the Demised Premises, the Landlord reserves the full right and liberty at its own costs and expenses to comply with such requirements, and such damages or modifications to the structure of the Demised Premises carried out by the Landlord shall not annul this Tenancy nor shall it be the subject of any claim by the Tenant.

Section 7.07 Option to Renew

- (a) This agreement is not constructed to be automatically renewed at the expiry of the fixed tenancy term stated under the First Schedule. The Tenant is to submit written request made three (3) months before expiration of the term hereby created for a further tenancy term. Renewal of tenancy will be at the sole discretion of the Landlord. Both the Landlord and the Tenant are required to sign a new agreement in order to activate a renewal of the tenancy term.
- (b) If a further tenancy of the Demised Premises is not created by a document executed by the Landlord and the Tenant but if the Tenant shall at the expiry of the terms herein created remain in possession of the Demised Premises with the consent of the Landlord, the Tenant shall be deemed to be a monthly tenant thereof at a rental which shall be double that stipulated in Section 4.01 hereof. Such monthly tenancy shall be determinable by one (1) calendar month's notice but otherwise shall be subject in all respects to the terms and conditions herein contained.

Section 7.08 Landlord's Agents

The Landlord shall be entitled at any time 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 to become due or owing to the Landlord.

Section 7.09 Indulgence

Any indulgence given by the Landlord shall not constitute a waiver of or prejudice the Landlord's rights herein this Agreement contained.

Section 7.10 Time

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

Section 7.11 Notice

Any notice requiring to be served hereunder shall be in writing and shall be sufficiently served on the Tenant if delivering to it or forwarded to it by prepaid post or left at the Demised Premises and shall be sufficiently served on the Landlord if delivered to the Landlord or its agents or forwarded to the Landlord or its agents by prepaid post. Any notice sent by prepaid post shall be deemed to have been served at the time of posting of the notice.

Section 7.12 Successors Bound

This Agreement shall be binding upon the heirs legal representatives successors-in-title and permitted assigns of the Tenant and the successors-in-title and assigns of the Landlord respectively.

Section 7.13 Schedules and Special Conditions

The Schedules including the Fourth Schedule (Special Conditions) shall be taken and read and construed as part of this Agreement.

Section 7.14 No Reliance on Representation by Landlord

The Tenant hereby declares that the Tenant has entered into this Agreement without relying on any representation made by the Landlord, its employees, servants or agents.