

DATED THIS

2021

TENANCY AGREEMENT

BETWEEN

KOK JIN WEI
(NRIC NO : 840717-14-5066)

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KOK JIN FOONG
(NRIC NO :760313-14-5326)

(THE LANDLORD)

AND

CHONG CHEE KIT
(NRIC No.740922-08-5535)
(THE TENANT)

PREMISES ADDRESS :

154-4-24 Bukit Gembira Condo , 156 , Jalan Riang Off Jalan Kuchai Lama
Taman Gembira , 58200 Kuala Lumpur

AGREEMENT

THIS AGREEMENT is made the day and year stated in Section 1 of the Schedule hereto Between the party whose name and description are stated in Section 2 of the Schedule hereto (hereinafter called the "Landlord") of the one part And the party whose name and description are stated in Section 3 of the Schedule hereto (hereinafter called the "Tenant") of the other part.

WHEREAS:-

- 1. The Landlord is the legal and beneficial owner of the condominium unit described in Section 4 of the Schedule hereto (hereinafter referred to as the "Demised Premises").
- 2. The Landlord is desirous of letting and the Tenant is desirous of taking the Demised Premises and One (1) car parking bay together with partly furnishings, fixtures, fittings and furniture as described in the Inventory hereto (on an "as is basis") and upon the terms and conditions hereinafter contained

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. The Landlord hereby lets and the Tenant hereby takes a tenancy of the Demised Premises together with the use and enjoyment of the common facilities used in conjunction with the Demised Premises **TO BE HELD** by the Tenant for the term of tenancy specified in Section 5 of the Schedule hereto (hereinafter referred to as the "Term of Tenancy") from the date specified in Section 6.1 of the Schedule hereto (hereinafter referred to as the "Commencement Date") to the date specified in Section 6.2 of the Schedule hereto (hereinafter referred to as the "Expiry Date") at an agreed monthly rental specified Section 7 of the Schedule hereto (hereinafter referred to as the "Reserved Rent") payable in advance by the date of each and subsequent calendar month specified in Section 8 of the Schedule hereto and subject to the terms and conditions hereinafter contained.
- 2. The Tenant shall upon execution of this Agreement pay the Landlord the sum specified in Section 9 of the Schedule hereto (receipt whereof the Landlord hereby acknowledges) (hereinafter referred to as the "Deposit") as security for the due observance and performance by the Tenant of all his duties and obligations hereunder and on its part to be performed and fulfilled. The Deposit shall be maintained at this figure during the Term of Tenancy and shall not without the previous written consent of the Landlord be deemed to be or treated as payment of rent and the same shall be refunded free of interest to the Tenant on the expiry or sooner determination of the term hereby created less any sum as may then be due to the Landlord for damage caused to the Demised Premises by the Tenant (damage due to normal wear and tear excepted).
- 3. The Tenant shall also upon the execution of this Agreement pay the Landlord the sum specified in Section 10 of the Schedule hereto (hereinafter referred to as the "Utilities Deposit" as deposit towards water, electricity, and sewerage charges and "Access Card Deposit" as deposit towards access card). The Utilities Deposit less any sums as may then be payable by the Tenant (if any) towards such utilities and Access Card Deposit shall be refunded free of interest to the Tenant on the expiry or sooner determination of the term hereby created.

4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:- Tenant 's Covenants
- 4.1 To pay the Reserved Rent on the days and in the manner aforesaid. To pay Reserved Rent
- 4.2 To pay the excess charges in respect of water, electricity, wifi and gas consumed on the Demised Premises including sewerage charges (Indah Water bill) and all other utilities supplied to the Demised Premises according to the meters thereon and all charges for telephone (if any). Payment of Utilities
- 4.3 During the Term of Tenancy, to keep the Demised Premises, the furniture, fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenatable repair and condition (normal wear and tear excepted). To keep in good repair
- 4.4 To use the Demised Premises as a place of residence purpose only. Private Residence
- 4.5 To observe all the house rules and regulations made by the Management of the condominium complex. To observe House Rules
- 4.6 Not to carry on or permit or suffer the use of the Demised Premises for any other purpose and in particular not to use the Demised Premises for any unlawful or immoral purposes. Not to use Demised Premises for any illegal purposes
- 4.7 Not to suffer or permit anything to be in or upon the Demised Premises or any part thereof which may or is likely to be a nuisance, annoyance or danger to the owners and/or occupiers of adjacent and/or nearby condominium units and premises and to indemnify the Landlord in respect of any claims arising there from. Not to permit nuisance
- 4.8 At all times, to keep and maintain the interior thereof including all doors, windows, glass, shutters, locks and fastenings and other furniture fixtures fittings and additions thereto in good and tenatable repair and decorative condition and to replace and substitute the electric/florescent bulbs at its own costs during the Term of Tenancy. To keep interior in good repair
- 4.9 Not to make or permit any alteration in the construction or structure of the Demised Premises nor to cut, alter or injure any of the walls, timbers or floors of the Demised Premises nor to hack any holes or drive anything whatsoever into the walls or to bore any holes into the ceiling without the previous written consent of the Landlord and if the timber finish of the floor (if any) is scratched and/or damaged, to varnish and restore the same to its original condition upon termination of this Agreement. Not to make alterations and to maintain premises in present state
- 4.10 Forthwith to give the Landlord notice in writing of any structural defects in the Demised Premises. To give notice of structural defects
- 4.11 EXCEPT for the first month, The Tenant to be responsible at its own costs for all repairs and maintenance of all the Electrical appliances, furniture, fixture and fittings. Repairs & Maintenance
- 4.12 In the event that there shall be found to be any nail holes on the walls of the Premises, the Tenant shall undertake to patch and touch up all nail holes (if any) created by the Tenant on the Premises at the expiry or sooner termination of the tenancy including any extensions hereby created and in the event that there shall be any nail holes found, the Tenant shall compensate the Landlord the sum of RM 100.00 for each nail hole caused to the wall of the Premises and the Landlord shall be entitled to deduct such sums from the Deposit. To make good damage
- 4.13 Save in so far as the Landlord is made liable therefore by statute not to hold the Landlord liable for any accident damage or injury caused to the Tenant, his servants, agents, licensees and invitees on the Demised Premises which may happen as a result of the negligence improper management, breakage or want of repair of any Not to hold Landlord liable

part of the Demised Premises or any fittings, fixtures furniture and/or equipment therein and to indemnify the Landlord for all damages arising there from.

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| 4.14 | To permit the Landlord and his duly authorized representatives upon giving seven (7) days' previous notice in writing at all reasonable times to enter upon and examine the condition of the Demised Premises, whereupon the Landlord shall be entitled to serve upon the Tenant a notice in writing specifying therein any repairs necessary to be carried out and requiring the Tenant to forthwith to execute the same and if the Tenant shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such repairs or works then the Landlord with or without workmen and others shall be entitled to enter upon the Demised Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action. | To permit entry for inspection and do repairs |
| 4.15 | Not at any time during the Term of Tenancy without the consent in writing of the Landlord to assign, sub-let or otherwise part with the possession of the Demised Premises or any part thereof or permit of suffer any other person or persons to hold or occupy the same or any part thereof. | Not to assign or sub-let |
| 4.16 | Not to do or permit to be done on the Demised Premises anything which may or will infringe any of the laws, bye-laws or regulations made by the Government or any competent authority affecting the Demised Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rate or rates of premium payable thereon may be increased and to repay the Landlord all sums paid by way of an increased premium. | Not to do acts which will affect Landlord's insurance |
| 4.17 | To insure his own valuables and belongings including all additional furnishings fixtures and fittings brought thereon the Demised Premises against loss and damage by fire or theft during the Term of Tenancy. | To insure own valuables, etc. |
| 4.18 | At the expiration or sooner determination of the Term of Tenancy hereby created to peaceably and quietly yield up the Demised Premises to the Landlord with all the furniture, fixtures & fittings, and all the Electrical Appliances (except the Tenant's fixtures and fittings) therein in tenantable repair (including to service all air-conditioners, bedding laundry, curtain laundry and thorough cleaning of the whole unit) in accordance with the Tenant's covenants herein before contained. | To yield up Demised Premises furnishings, fixtures and fittings in good repair |
| 4.19 | During four (4) clear weeks immediately proceeding the termination of the tenancy unless the Tenant shall have given notice of his intention to renew the tenancy as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable times of the day to view the Demised Premises for the purpose of letting the same. | To allow viewing |
| 4.20 | To clean and service all the air-conditioners within the Demised Premises every Six (6) months or at least once in 12 month tenancy if low usage. Receipt is to be provided upon request. | To maintain the air-conditioner |
| 5. | THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:- | Landlord's Covenants: |
| 5.1 | To pay the Quit Rent assessment, maintenance/service charges and other outgoing relating to the Demised Premises other than those herein agreed to be paid by the Tenant. | To pay quit rent, assessment and service charges |
| 5.2 | To insure and keep insured the Demised Premises, furnishings, fixtures and fittings belonging to the Landlord against loss and damage by fire during the Term of Tenancy. | To keep insured |

- 5.3 Upon the Tenant paying the rent hereby reserved and observing and performing the covenants, obligations and stipulations herein on his part contained, to allow the Tenant to peaceably hold and enjoy the Demised Premises without any interruption from the Landlord or any persons rightfully claiming through under or in trust for him. To allow quiet enjoyment
- 5.4 To ensure that all the electrical appliances supplied as listed in the Inventory are in good working order at the Commencement Date of this Agreement. To ensure electrical items are in good working order
- 5.5 To refund the Deposit, the Utility Deposit and the Access Card Deposit free of interest at the expiry of this tenancy less any sum payable by the Tenant under this Agreement provided that the Tenant shall have faithfully performed and observed the covenants on his part herein contained. To refund the deposit and utility deposit
6. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:- Provisos:
- 6.1 If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven (7) days after becoming payable or if any of the Tenant's covenants shall not be performed or observed or if the Tenant shall suffer execution on the Demised Premises or if the Tenant shall become a bankrupt or being a company or corporation shall go into liquidation otherwise than for the purpose of amalgamation or reconstruction or if the Tenant for the time being shall enter into any composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods then and in any of those events it shall be lawful for the Landlord or any persons authorized by the Landlord in that behalf 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 any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants herein contained. Power of re-entry
- 6.2 If the Demised Premises or any part thereof at any time during the Term of Tenancy be destroyed or damaged by any cause (other than the act or default of the Tenant or any servant of the Tenant or any person who is in the Demised Premises with his permission whether express or implied) so as to be unfit for occupation and use then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for habitation and use. If the Demised Premises shall not be rebuilt or reinstated by the Landlord within one (1) month after the event either the Landlord or the Tenant may at any time thereafter give to the other of them notice in writing to determine this tenancy and thereupon this Agreement shall cease and be void as from the date of the occurrence of such damage or destruction but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant or of the Landlord in respect of the rent hereby reserved until such date. Destruction or damage to Demised Premises
Suspension of Reserved Rental
Termination in event of non-reinstatement
- 6.3 In the event that the Tenant terminates the Tenancy before the end of twelve (12) months term hereby granted, the rental deposit shall be forfeited automatically and the Tenant is liable for unexpired term of the Tenancy. Termination clause
- 6.4 Notwithstanding anything herein contained, the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect thereof:- No claims against Landlord
- 6.4.1 Any interruption in any of the common facilities used and enjoyed in conjunction with the Demised Premises occasioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, Act of God or cause Interruption in services, etc.

beyond the control of the Landlord or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of electricity or water telephone service or labour disputes.

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| 6.4.2 | Any damage injury or loss arising out of the leakage of the piping, wiring and other systems in the condominium complex. | Leakage, etc. |
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| 6.4.3 | Any damage or loss of the goods and chattels of the Tenant as a result of theft, robbery or any other willful and destructive act committed by outsiders beyond the control of the Landlord. | Damage to goods |
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| 6.5 | In the event the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term specified in Section 11, the Tenant shall give the Landlord Two (2) months' written notice of the same. Provided always that the terms and conditions of this Agreement shall have been duly observed and performed by the Tenant, the Landlord shall grant the Tenant a further term of tenancy at the rental and upon the terms and conditions to be mutually agreed. | Option to renew |
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| 6.6 | Without prejudice to Clause 6.1, the Tenant shall pay late penalty on demand to the Landlord on any monies which are or become due and payable pursuant to the provisions of this Agreement or due upon judgment to the Landlord until such time as all outstanding moneys including late Penalty shall have been paid in full. The fixed amount of penalty applicable shall be RM 100 per month for the month's late rental payment (paid after the rental due date). | Penalty on late payment of Reserved Rent |
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| 6.7 | In the event the Landlord shall be desirous of selling the Demised Premises prior to the expiration or the term hereby created, the Landlord hereby covenants undertakes and agrees that such sale shall be subject to this tenancy and shall procure the Purchaser to continue with the terms and conditions of this Agreement in lieu of the Landlord and the Tenant hereby agrees to allow prospective purchasers at all reasonable times to enter upon and examine the Demised Premises upon reasonable notice given by the Landlord. | Sale of Demised Premises subject to Tenancy

Permission to view |
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| 6.8 | All costs and incidental to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and it is further agreed that all costs and disbursements incurred by the Landlord (including the Landlord's Solicitors' fees on a Solicitor and Client's basis) in enforcing his rights hereunder in the event of any breach by the Tenant hereof shall be borne by the Tenant. | Costs of preparing agreement

Tenant to pay legal costs, etc. |
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| 6.9 | Any notice in writing under the terms and conditions of this Agreement to be sent to either party hereto on the other shall be by prepaid registered post and shall be deemed to be sufficiently served at the time when in the ordinary course of post would have been delivered. | Service of notices |
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| 6.10 | No relaxation or forbearance delay or indulgence by the Landlord in enforcing any of the terms and conditions of this Agreement nor the granting of any time by the Landlord shall prejudice affect and/or restrict the rights and powers of the Landlord hereunder. | No relaxation or forbearance or indulgence of Landlord |
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| 6.11 | The Schedule and Inventory hereto shall be taken read and construed as an essential part of this Agreement. | Schedule and Inventory |
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| 6.12 | The provisions of the letter of intent for tenancy issued on behalf of the Tenant and the acceptance by the Landlord shall be deemed to constitute and form part of this Agreement, but in the event of any inconsistency, the provisions of this Agreement shall prevail. | Letter of Intent for Tenancy |
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Interpretation

7. **INTHISAGREEMENT :**

Interpretation

- 7.1 The terms "Landlord" and the "Tenant" shall include their heirs, personal representatives and successors-in-title;
- 7.2 words importing the masculine gender only shall include the feminine and neuter gender; and
- 7.3 words importing the singular number shall include the plural number and vice versa.

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

SIGNED by the **Landlord**)
In the presence of:-)
KOK JIN WEI).....
840717-14-5066)

SIGNED by the **Landlord**)
In the presence of:-)
KOK JIN FOONG).....
760313-14-5326)

Signature of)
Witness: Name :)
LUM SUK KUEN)
(VANNY).....
NRIC :)
880420-56-5066)
012-3838317)

SIGNED by the **Tenant**)
In the presence of:-)
CHONG CHEE KIT)
740922-08-5535).....

Signature of)
Witness: Name :)
LUM SUK KUEN)
(VANNY).....
NRIC :)
880420-56-5066)
012-3838317)

SCHEDULE

(To be taken read and construed as an essential part of this Agreement)

SECTION	ITEMS	PARTICULARS
1.	Date of Agreement	2021
2.	Description of Landlord	Name :KOK JIN WEI NRIC No : 840717-14-5066 Address :154-4-24 Bukit Gembira Condo, 156, Jalan Riang Off Jalan Kuchai Lama ,Taman Gembira, 58200 Kuala Lumpur Contact No : Name :KOK JIN WEI NRIC No : 840717-14-5066 Address :483, Jalan Selesa 1 , Taman Gembira 58200 Kuala Lumpur Contact No :
3.	Description of Main Tenant & Second Tenant	Name : CHONG CHEE KIT NRIC No. :740922-08-5535 Address : NO 10,JALAN PJU 1A/27D ,ARA DAMANSARA , 47301 PETALING JAYA , SELANGOR Contact No. :
4.	Description of Demised Premises	154-4-24 Bukit Gembira Condo , 156 , Jalan Riang Off Jalan Kuchai Lama,Taman Gembira , 58200 Kuala Lumpur (Inclusive of 1 car park) Parking lot: NO : 124
5.	Term of Tenancy	One (1) years with option to renew 1 year at market prevailing rate.
6.	Commencement Date Expiry Date	01ST NOVEMBER 2021 30TH OCTOBER 2022
7.	Monthly Rental Mode of Payment	RM 1,500.00 (Ringgit Malaysia One Thousand and Five Hundred Only) To be bank-in I transfer to : Name : KOK JIN WEI@KOK JIN FOONG Account No : 1644 4502 5458 Bank : MAYBANK (MBB) Please provide payment slip via Email or Whatsapp to owner every month
8.	Date payable	On the 01ST day of each and every subsequent month. Any payment comes after 07TH of the month will be deem as late payment. Late payment penalty of RM IOO will be imposed for every month late payment.
9.	Security Deposit (2months of rental)	RM 3,000.00 (Ringgit Malaysia Three Thousand Only)
10.	Utilities Deposit (Water And Electricity)	RM 1500.00 (Ringgit Malaysia One Thousand and Five Hundred Only)
11	Use of Premises :	CONDOMINIUM

12.	SPECIAL EXPRESS CONDITION :	The tenant is STRICTLY not allow to held any illegal and immoral activities in the demised premise and the owner shall hold no obligation or any legal responsibility over the act of the tenant.
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