

IBU PEJABAT LEMBAGA HASIL DALAM NEGERI MALAYSIA MENARA HASIL PERSIARAN RIMBA PERMAI CYBER 8, 63000 CYBERJAYA



SIJIL SETEM

SELANGOR DARUL EHSAN

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman) Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran Payment Method BILL PAYMENT

No. Adjudikasi Adjudication No. L01BFCAC07XB021 (SALINAN 1/1)

Jenis Surat Cara PERJANJIAN SEWA
Type Of Instrument SURAT CARA UTAMA

Tarikh Surat Cara 20/10/2021 Date Of Instrument

Balasan Consideration RM 0.00

Maklumat Pihak Pertama / Penjual / Pemberi First Party / Vendor / Transferor / Assignor

TEO YU TEE, NO KP 650923055355

Maklumat Pihak Kedua / Pembeli / Penerima Second Party / Purchaser / Transferee / Assignee

YEOH SENG KEN, NO KP 010508070157

Butiran Harta / Suratcara Property / Instrument Description

B-27-13A, MENARA SIMFONI, JALAN SIMFONI 2, BALAKONG, , SERI KEMBANGAN, 43300, SELANGOR



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah: This is to certify this instrument is stamped and indorsed as below:

No. Stjil Setem starto Cortificato No.	B0210A211452194
Tarikh Penyeteman Date of stumping	25/10/2021
Data Setem Dikenakan Amount of Storing Duty	RM 10.00
Penalti Poralty	RM 0.00
Pelarasan Adjustroon	RM(e',00/
Jumlah Dibayar Total Amount Paid	RM.10.00
Indorsemen Indorsoment (Asta Setom 1949)	Seksyeri 12
LEMBAGA HASIL DALAM NEGERI LHDN M A L A Y S I A JOHN THE PROPERTY OF THE PR	Pémungut Outi Sets

No. Kelulusan Perbendaharaan Treasury Approval No.: KK/BSKK/10/600-2/1/2(60)

Tarikh Cetak Printed Date: 25/10/2021 06:20:32

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar
The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app
Ini adalah cetakan komputer dan tidak perlu ditandatangani
This is a computer generated printout and no signature is required

--- tamat/end ---

This Agreement is made on the

(20TH OCTOBER 2021)

Between

(TEO YU TEE)

(NRIC: 650923-05-5355) The Landlord

And

(YEOH SENG KEN)

(NRIC : 010508-07-0157) The Tenant

TENANCY AGREEMENT

This **TENANCY AGREEMENT** ("Agreement") is entered into as of the day, month, and year between the first party whose name and description are stated in Section 2 of Schedule A (hereinafter called "Landlord") and the second party whose name and description are stated in Section 3 of Schedule A (hereinafter called "Tenant").

WHEREAS the Landlord is leasing the premises stated in Section 4 of Schedule A (hereinafter called "Said Premises") and Tenant agrees to take the Said Premises and complies all the terms and conditions stated in Schedule A and this Agreement.

In consideration for the mutual promises, covenants, and agreements made below, both the Landlord and Tenant, intending to be legally bound, agree as follows:

2. Deposit. The Tenant agrees to deposit the sum stated in the Section 9 of Schedule A with the Landlord, The Landlord shall retain the Deposit until the expiration of the term. The Deposit may be applied in paying for the outstanding fees and charges or for making good of any breach of this Agreement. The Landlord shall refund the Deposit to the Tenant within 14 days after the expiration of the term of the Agreement, if there is no outstanding amount owing by the Tenant to the Landlord. If the term herein stated in part 5 is breached, the landlord has the right to forfeit the two months rental deposit.

Uses of Said Premises

3.1 Uses Permitted. The Tenant will use and occupy the Said Premises for Residential purpose only stated in Section 10 of schedule A. The Premises will not be used for any other purpose, unless otherwise contractually agreed to by both the Landlord and Tenant. Only those with names and respective Identity Card Numbers or Passport Numbers stated in Section 3 of Schedule A are authorized and registered Tenants. Tenants are required to register and notify the Landlord before occupying the Said Premises.

3.2 Uses Prohibited

- 3.2.1 The Tenant will not bring, keep, and use anything that are dangerous, explosive, and noxious in nature in the Said Premises that will increase the existing rate or affect any fire or other insurance upon the Said Premises or any of its contents, or cause a cancellation of any insurance policy covering Said Premises or any part or any of its contents.
- 3.2.2 The Tenant will not do or permit anything to be done in or about the Premises that will in any way
- a) obstruct or interfere with the rights of other tenants of the building
- b) harm, annoy or cause inconvenience the other tenants or occupants of the neighboring houses.
- c) conduct or allow any unlawful or objectionable purposes or any activity that violate the laws and regulations of local authorities.
- 3.2.3 The Tenant will not assign or sub-lease or share the occupation of the Said Premises or any part thereof. Any such assignment or sub-leasing without the consent of the Landlord shall be void. The Landlord reserves the right to terminate this Agreement and forfeit all the Deposit.
- 3.2.4 The Tenant will not, prior the consent of the Landlord, to affix, exhibit, or erect any extra fixture, poster, advertisement, offensive material and contents at the discretion of the Landlord, upon the interior or exterior of the Said Premises.

- 4. Repairs and Maintenance. By taking possession of the Said Premises, the Tenant will be deemed to have accepted the Said Premises as being in good sanitary order, condition and repair. The Tenant will, at the Tenant's cost, keep the Said Premises and every part of it in good condition and repair except for damages beyond the control of the Tenant and ordinary wear and tear. The Tenant will, upon the expiration or sooner termination of this Agreement, surrender the Premises to the Landlord in good condition. The Landlord will have no obligation to alter, remodel, improve, repair, decorate or paint the Said Premises or any part of it. The Landlord has made no representation to the Tenant respecting the condition of the Said Premises, except as specifically stated in this Agreement. Despite the above provisions, the Landlord will repair and maintain the structural portions of the Said Premises, including the standard plumbing and electrical systems furnished by the Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by the Tenant. In such case, the Tenant will pay to the Landlord the reasonable cost of such maintenance and repairs. The Tenant will inform the Landlord in written notice for any required repair or maintenance. The Landlord will not be liable for any failure to repair or to perform any maintenance, unless such failure will persist for an unreasonable time after written notice. The Landlord shall not be held liable by any reason of any injury to or interference with the Tenant's tenancy arising from making of any repairs, alterations or improvements to any portion of the Said Premises or to fixtures and equipment. The Tenant waives the right to make repairs at the Landlord's expense under any law, statute or ordinance now or hereafter in effect.
- 5. **Alterations**. The Tenant will not, without first obtaining the written consent of the Landlord, make any alterations, additions, or improvements, into or about the Said Premises. Any such alteration, addition or improvement, including, but not limited to, wall covering, paneling, built-in cabinet work, cabling, and electrical systems will become a part of the Said Premises and will belong to the Landlord. All the alterations, additions, or improvement will be surrendered with the Premises by the Tenant to the Landlord at expiration or termination of the Agreement. Upon the Landlord's consents to any such alteration, addition or improvement, the Tenant will bear all the related costs for any contractor or person selected by the Tenant to perform the work. Upon expiration, or sooner termination of the Agreement, the Landlord also has the option to demand the Tenant to remove such alteration, addition or improvement at the costs of Tenant.

6. Services and Utilities

- 6.1 **Landlord's Obligations**. The Landlord agrees to provide only the facilities, not the monthly usage or expenses of the utilities, to the Said Premises, subject to the rules and regulations of the building, including electricity, water supply, broadband and sewage required in the Landlord's judgment for the comfortable use and occupancy of the Said Premises. The Landlord will not be liable for and the Tenant will not be entitled to any reduction of rental by reason of the Landlord's failure to furnish any of the foregoing, when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of the Landlord.
- 6.2 **Tenant's Obligation**. The Tenant will pay for, prior to delinquency, electricity (TNB), Sewage (Indah Water) and water bill that may be furnished to or used in, on or about the Said Premises during the term of this Agreement. The Tenant will not, without the prior written consent of the Landlord and subject to any conditions the Landlord may impose, use any apparatus or device in the Premises that will in any way increase the consumption amount of electricity or water usually furnished for use of the Said Premises as a residential area.
- 7. Entry and Inspection. The Landlord reserves the right and the Tenant also agrees to allow with prior agreed appointment the Landlord or the authorized representatives to enter the Said Premises at any time, with the presence of the Tenant or representatives of Tenant, to inspect the Said Premises to
- a) provide any service for which the Landlord is obligated under this Agreement

- b) comply the laws and regulations of local authority
- c) submit the Premises to prospective purchasers or the prospective Tenants
- alter, improve, maintain or repair the Said Premises or any portion of the building that the Said Premises are a part that the Landlord deems necessary or desirable, all without abatement of rent.

The Landlord will not be liable in any manner for any inconvenience, disturbance, loss, nuisance, interference with quiet enjoyment, or other damage arising out of the Landlord's entry on the Said Premises as provided in this section, except damage, if any, resulting from the negligence or willful misconduct of the Landlord or the authorized representatives of Landlord. The Landlord will retain a set of keys with which to unlock all doors into, within, and about the Said Premises, excluding the Tenant's vaults and safes. In an emergency or the case of breach of Agreement by the Tenant, the Landlord will have the right to use any mean that the Landlord deems reasonably necessary to obtain entry to the Premises, without liability to the Tenant, except for any failure to exercise due care for the Tenant's property. Any such entry to the Premises by the Landlord will not be construed or deemed to be forcible or unlawful entry into the Premises or an eviction of the Tenant from the Said Premises or any portion of it.

- 8. **Possession**. If the Landlord is unable to deliver possession of the Said Premises at the commencement, the Landlord will not be liable for any damage caused thereby, nor will this Agreement be void or voidable, but the Tenant will not be liable for any rent until possession is delivered. The Tenant may terminate this Agreement if possession is not delivered within 15 days after the commencement of the term of this Agreement.
- 9. Indemnification of Landlord. The Tenant will hold the Landlord harmless from any claim arising from the Tenant's use and the activities conducted in or about the Said Premises, as well as any claim arising from any breach or default in the Tenant's performance of any obligation under the terms of this Agreement. If any action or proceeding is brought by reason of any such claim in which the Landlord is named as a party, the Tenant will defend the Landlord therein at the Tenant's expense by counsel reasonably satisfactory to the Landlord. The Landlord will not be liable for any latent defect in the Said Premises or in the building of which they are a part. The Tenant shall immediately inform the Landlord in case of fire, accidents, theft, burglary, or damage on the Said Premises or in the building or of alleged defects in the building, fixtures or equipment.
- 10. Insurance of the Said Premises. The Landlord shall purchase the insurance against the risks of loss and damage by fire, explosion, flood, impact damage, and landslip to the Said Premises. The Tenant, at the discretion of the Tenant, can purchase additional insurance to protect the private property, belongings, and valuable items of Tenant.
- 11. **Landlord's Obligations**. The Landlord shall pay all the quit rent, taxes, assessments, and building management fees imposed upon the Said Premises. On the expiry of the term stated in Section 5 of Schedule A, the Landlord shall grant the Tenant a further term stated in Section 12 of Schedule A hereto upon the terms and conditions mutually agreed by the Landlord and the Tenant. These terms and conditions include but not limited to revision of monthly rental during a further term stated in Section 7 of Schedule A, obligations of the Landlord and Tenants, rules and regulations that the Landlord deems reasonably necessary. If both the Landlord and Tenants cannot agree with these terms and conditions for granting a further term at 30 calendar days before the end of Term stated in Section 5 of Schedule A, both Landlord and Tenant are hereby agree to terminate this Agreement by default. The Tenants must quit and surrender the Said Premises to the Landlord at the end of Term stated in Section 5 of Schedule A.
- 12. Landlord's Remedies on Default and Breach of Agreement. If the Tenant defaults in the payment of rental, or any additional rental, or defaults in the performance of any of the other covenants or conditions of this Agreement, the Landlord may give the Tenant notice of such default or breach of Agreement and if the Tenant does not cure any such default and breach of Agreement within seven (7) calendar days, after the giving of such notice, then the Landlord may terminate

this Agreement on not less than seven (7) calendar days' notice to the Tenant. On the date specified in such notice the term of this Agreement will terminate, and the Tenant must quit and surrender the Said Premises to the Landlord. But the Tenant will remain liable as provided in this Agreement. Upon termination of this Agreement, the Landlord may at any time thereafter resume possession of the Said Premises by any lawful means and remove the Tenant or other occupants and their effects. All the Deposit will be forfeited to the Landlord but without prejudice to any right of action of the Landlord may have against the Tenant, in respect of the default or any breach of this Agreement. No failure to enforce any term will be deemed a waiver.

- Waiver. No failure of the Landlord to enforce any term of this Agreement will be deemed to be a waiver.
- 14. Heirs, Assigns, Successors. This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to both the Landlord and the Tenant.
- 15. **Rules and Regulations**. The Tenant will faithfully observe and comply with the rules and regulations, including but not limited to the local laws and regulations. The Landlord reserves the right from time to time to make all reasonable modifications to those rules that will be binding to the Tenant upon delivery of a copy of them to the Tenant.
- 16. **Severability**. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder will remain valid and enforceable according to its terms. Without limiting the previous, both the Landlord and Tenant agree that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by both the Landlord and the Tenant to be severable and independent of any other provision and to be enforced as such. All other limitations of liability and exclusion of damages set forth in this section will remain in full force and effect, even if any remedy under this Agreement is determined to have failed of its essential purpose
- Governing Law. This Agreement will be governed by the laws of Malaysia.
- 18. If the Tenant should terminate the Tenancy hereby created at any time before the commencement of this agreement, the Landlord reserved the right to forfeit the monthly rental stated in SCHEDULE A section 9(a) without prejudice to any right of action the Landlord may have against the Tenant in respect of the unpaid rent.
- 19. Entire Agreement. Both the Landlord and the Tenant acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranty, representation, covenant or understanding made by either party to the other except such as are expressly set forth in this section. This Agreement supersedes, terminates, and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between the Landlord and the Tenant with respect to the matters expressly set forth in this Agreement.
- If the Tenant does not pay the utilities bills, The Landlord reserves the right to deduct from the deposit.
- Access Card. The access card if lost / damage, replacement fee is payable by The Tenant. Replacement Fee is RM100.00.

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

SIGNED by

the Landlord

Name: TEO YU TEE (NRIC: 650923-05-5355)

WITNESS by

Name: CHAI CHI WEE
(NRIC: 880204-06-5243)

SIGNED by

the Tenant

]-----Name: YEOH SENG KEN (NRIC: 010508-07-0157)

WITNESS by

Name: CHAI CHI WEE (NRIC: 880204-06-5243)

SCHEDULE A

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

Section 1	:	DATE OF AGREEMENT 20 TH OCTOBER 2021
Section 2	:	<u>Landlord</u> Name : TEO YU TEE NRIC : 650923-05-5355
Section 3	:	Tenant Name : YEOH SENG KEN Passport No : 010508-07-0157
Section 4	:	Demised Premises: B-27-13A MENARA SIMFONI
		Address: B-27-13A MENARA SIMFONI, JALAN SIMFONI 2,
		BALAKONG, 43300 SERI KEMBANGAN, SELANGOR
Section 5	:	Term: 1) ONE (1) year commencing 21 ST OCT 2021 ^{and} expiring 20 TH OCT 2022
		Monthly Rental as stated in Section 7 of the Schedule with effective from
Section 6	:	DATE OF COMMENCEMENT 21 ST OCT 2021
Section 7	÷	Monthly Rental : RM1,600 (Ringgit Malaysia: ONE THOUSAND SIX HUNDRED Only)
Section 8	:	TIME OF PAYMENT IN ADVANCE BEFORE TWENTY FIRST (21 ST) DAYS OF EACH SUCCEEDING CALENDER MONTH

Section 9	:	DEPOSIT a) Rental / Security Deposit: RM 3,200 (2 months) (Ringgit Malaysia: THREE THOUSAND TWO HUNDRED Only) b) Utilities (Water, Electricity & Sewerage) Deposit: RM 800 (Ringgit Malaysia: EIGHT HUNDRED Only)
Section 10	:	Use of Demised Premises: Strictly for the RESIDENTIAL purpose only.
Section 11	:	CAR PARK LOT NUMBER: LEVEL 5, NO 202 & 204
Section 12	:	Option: ONE (1) year at prevailing market rate at the time of the renewal or as the landlord and the Tenant mutually agreed thereon.
Section 13	12	BANK ACCOUNT NAME : TEO YU TEE BANK : HONG LEONG BANK ACCOUNT NO : 13701000698

APPENDIX 1

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













APPENDIX 2

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











INVENTORY LIST 1

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

	<u>Area</u>	No	<u>Description</u>	Quantity (Units/Set)
		1	Grille	1
Α	Entrance	2	Ceiling Light	1
		1	Ceiling Fan	2
		2	Ceiling Light	3
	11.1	3	Air-cond	1
		4	Sofa 2 Seater + 3 Seater + 3 Seater	1
В	Living Hall &	5	Coffee Table	1
	Dining Hall	6	TV Deck + TV	1
		7	Curtains	1
		8	Dining Table 4 Seater	1
		1	Ceiling Light	1
		2	Kitchen Cabinet	2
С	Kitchen	3	Tap + Sink	1
		4	Refrigerator	1
		5		
		1	Ceiling Light	1
		2	Washing Machine	1
D	Yard	3	Gas Stove Stainless Steel Cabinet	1
		4	Gas Stove	1
		5		
_		1	Ceiling Light	1
E	Balcony	2	Cloth Drying Stand	1
	Master Rooms	1	Ceiling Light	2
		2	Ceiling Fan	1
		3	Air-cond	1
_		4	Curtains	1
F		5	Bed Frame + Mattress (Queen Size)	1
		6	Pillow	1
		7	Wardrobe	1
		8	Dress up Table Set	1
	Master Bath	1	Ceiling Light	1
		2	Water Heater	1
G		3	Mirror	1
		4	Basin with Tap	1
		5	WC + Bidet	1

INVENTORY LIST 2

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

	Area	No	<u>Description</u>	Quantity (Units/Set)
н	Bedroom 2	1	Ceiling Light	2
		2	Ceiling Fan	1
		3	Air-cond	1
		4	Curtains	1
		5	Bed Frame + Mattress (Queen Size)	1
		6	Dress up Table Set	1
		7	Wardrobe	1
		1	Ceiling Light	1
		2	Ceiling Fan	1
1	Bedroom 3	3	Air-cond	1
		4	Curtains	1
		5	Bed Frame + Mattress (Queen Size)	1
		1	Ceiling Light	1
J	Common Bath	2	Water Heater	1
,	Common Bath	3	Basin with Tap	1
		4	WC + Bidet	1
		1	Pad Loc k	-
		2	Main Grille Door	2
	Key	3	Main Door	2
K		4	Master Room	
K		5	Bedroom 2	
		6	Bedroom 3	
		7	Yard)
		8	Mail Box	
L		1	Lift + Car Park 2 in 1 Access Card	2
	Access Card	2	Lift Access Card	1
		3	Parking Lot: Level 5, No 202 & 204	2
0.4	Other	1	Air-cond Remote Control	4
M	Other	2	Fan Remote Control	4

Singature

Landlord Tenant