
TENANCY AGREEMENT

BETWEEN

(THE LANDLORD)

CHAN KIEN WOH
(NRIC No. : 621220-10-7857)

AND

(THE TENANT)

NAOMI LEOANAK
(Passport No. : C1324899)

PREMISES ADDRESS:

**23-11, ONE BUKIT CEYLON,
NO 1, LORONG CEYLON, BUKIT CEYLON,
OFF CHANGKAT BUKIT BINTANG,
50200 KUALA LUMPUR**

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.

Parties

WHEREAS :-

1. The Landlord is the registered/beneficial proprietor of the property more particularly referred to and described in **Section 2 of the Schedule** hereto (hereinafter referred to as the Said Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises with furniture, fixtures and fittings as described in the Inventory hereto (where applicable) subject to the terms and conditions hereinafter contained.

Description of Said Premises

Inventory of Furnishings

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. Subject to the terms and conditions herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term, commencing from the date and terminating on the date stated in **Section 5(a) (b) and (c)** respectively of **the Schedule** hereto.
2. The monthly rental stipulated in **Section 6 (a) of the Schedule** hereto shall be due and payable in advance in the manner and at the time stipulated in **Section 6 (b)** respectively of **the Schedule** hereto.
3. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 7 of the Schedule** hereto (receipt whereof the Landlord hereby acknowledges) 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 said deposits shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be returned to the Tenant upon expiry, on the day of vacating the premises, determination of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Said Premises by the Tenant (damage due to normal wear and tear excepted).
4. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the water and electricity deposits stipulated in **Section 8 of the Schedule** hereto (collectively as the Utility Deposits). The Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be refunded to the Tenant free of interest upon expiry, on the day of vacating the premises, determination of the term hereby created less such sum or sums as may then be due and outstanding. For the purposes of determining the current deposits, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from the relevant Department shall be conclusive.

Agreement To Rent

Term Of Tenancy

Monthly Rental and date payable

Rental Deposit

Utility Deposit

5. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:-

- | | | |
|-----|--|---|
| 5.1 | To pay the reserved rent on the days and in the manner aforesaid. | To Pay Reserved Rent |
| 5.2 | To pay all charges due and incurred in respect of, Astro subscription fee, electricity, water, sewerage, gas and all other utilities supplied to the Said Premises. | Payment of Utilities |
| 5.3 | To keep the Said Premises, the fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenable repair condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Said Premises and the Landlord's fixtures and fittings which are damaged at the Tenant's negligence. | To keep in good condition |
| 5.4 | Not to make or permit to be made any alterations in or additions to the Said Premises or the Landlord's fixtures, fittings decorations therein without having first obtained the written license and consent of the Landlord thereof and in the event of such license and consent being given to carry out at the Tenant's own expense such alterations with such materials and such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby created, if required by the Landlord, to restore the Said Premises to its original state and condition at the expense of the Tenant. | Not to make alterations and to maintain premises in present state |
| 5.5 | To permit the Landlord and his duly authorised representatives upon giving three (3) days' previous notice at all reasonable times to enter upon and examine the condition of the Said Premises, whereupon the Landlord shall be entitled to serve 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 Said Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverable by action. | To permit entry for inspection and repair purposes. |
| 5.6 | Except to the extent arising from the negligence or willful misconduct of Landlord or its agents or employees, to the maximum extent this agreement may be made effective according to law, the Tenant agrees to indemnify and save harmless Landlord from and against all claims, loss, cost, damage or expense of whatever nature arising from any accident, injury or damage whatsoever to any person, or to the property of any person, occurring in or about the Premises. | Not to hold Landlord liable |
| 5.7 | To use the Said Premises only for the purpose stipulated in the Section 9 of the Schedule hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specific purpose herein stated and further not to do or permit or suffer anything to be done in or about the Said Premises or any part thereof which may become a nuisance or cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighbouring premises. | Used for stated purpose only |
| 5.8 | Not to assign, sublet, or part with the actual or legal possession or the use of the Said Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord. | Not to assign and sublet |

- 5.9 Not to do or permit to be done on the Said Premises anything which may or will infringe any of the laws, by-laws or regulation made by the Government or any competent authority affecting the Said Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rates of premium payable thereon may be increased to repay the Landlord all sums paid by way of increased premium. Not to do acts which will affect the Landlord .
- 5.10 On determination of the term hereby created to clear up any rubbish and peaceably and quietly deliver up to the Landlord vacant possession of the Said Premises in good, clean and proper state of tenantable repair condition. The Tenant may remove all fixtures, fittings or other installations belonging to the Tenant but shall make good any damage caused to the Said Premises or any part thereof by the installation or removal of such fixtures, fittings or installations. To deliver Said Premises and to make good damage.
- 5.11 Not to store or bring upon the Said Premises arms ammunitions or unlawful goods gunpowder or any explosive or any article or articles of a specially combustible inflammable or dangerous nature and unlawful goods in any part of the Said Premises. Not to store unlawful goods.
- 5.12 During the Two (2) months immediately preceding 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 at prior notice from the Landlord at a time convenient to the Tenant to view the Said Premises for the purpose of letting the same. Permission to view
- 5.13 At the expiration or sooner determination of the Term of Tenancy To make good/replace any lost/damaged items, etc
- 5.13.1 To replace the Landlord's furnishings, fixtures, fittings and furniture as described in the Inventory List hereto and decorative items within the Demised Premises which may have become damaged (fair wear and tear excepted) or lost by direct substitution i.e. replacement of equivalent value and quality subject to the Landlord's approval
- 5.13.2 At the Tenant's expense, to professionally service all air-conditioning units during the said tenancy period, patch up all holes and touch up paintwork, clean the entire Demised Premises, wash and clean all cushion covers, day and night curtains and ensure all electrical/fluorescent/incandescent/halogen/energy saving bulbs/tubes/lamps are in good working conditions before handover and to produce receipts to the Landlord, where applicable. (This requirement shall be subjected to the Landlord having provided the same before commencement/handover date.
6. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:-
- 6.1 To pay the Quit Rent, assessment, service charges and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Tenant. To pay quit rent, assessment and service charges.

- 6.2 At all times through the period of this Agreement to keep the Said Premises except the furniture, fixtures therein belonging to the Tenant insured against loss or damage by fire or tempest and in case of destruction by fire or tempest to replace or reinstate the same as speedily as possible. To keep insured and reinstate Said Premises.
- 6.3 To maintain and keep the main structure of the Said Premises that is the roof, main walls and timbers, drains, water pipes and electrical wiring, and appliances provided, in good and tenantable repair condition throughout the term hereby created except as regards damage to the premises caused by or resulting from any act of default or negligence of the Tenant or his servants and except as hereinbefore covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses. To maintain structure of Said Premises in tenantable repair condition.
- 6.4 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 Said Premises without interruption from the Landlord or any persons rightfully claiming through under or in trust for him. To allow Tenant to enjoy Said Premises without Landlord's interruption.
7. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:-
- 7.1 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 covenant shall not be performed or observed or if the Tenant shall suffer execution on the Said 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 authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Said 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
- 7.2 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) or so as to be unfit for occupation or use for a period greater than One (1) month the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall (after the expiration of the aforesaid One (1) month period) be suspended until the Said Premises shall again be rendered fit for occupation and use AND PROVIDED ALWAYS that if the Said Premises or any part thereof shall not be rendered and reinstated and made ready and fit for occupation within a period of Two (2) months from the date of happening of any such event the Tenant shall be at liberty to give to the Landlord One (1) calendar month's notice in writing determining the Tenancy hereby created and thereupon this Tenancy shall absolutely determine and the Security Deposit and the Utilities Deposit paid by the Tenant hereunder shall be refunded to the Tenant forthwith. Destruction or damage to Said Premises.
Suspension of Reserved Rent
Termination in the event of non-reinstatement.

but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant or condition herein contained.

- 7.3 There shall be no termination of the tenancy during the first twelve months by either party. In case of breach, a sum equivalent to the remaining period of the twelve months tenancy period shall be compensated by whichever party who committed the breach to the grieved party. And the deposits specified in **Section 7 of the Schedule** hereto shall also be forfeited.
- 7.4 In the event the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term, the Tenant shall give the Landlord **NOT LESS THAN TWO (2) MONTHS' WRITTEN NOTICE** of the same. If there shall not be at the time of such notice and also at the time of expiry of this Agreement any existing breach or non observance of any of the covenants and conditions herein contained on the part of the Tenant to be observed and performed the Landlord shall consider granting the Tenant a further term of tenancy based on terms and conditions to be agreed by both parties including but not limited to the Reserved Rent and increased Security and Utility Deposit. Notwithstanding, the Landlord reserves the absolute right not to extend the tenancy for another term without any obligations to provide any reason whatsoever but shall give the Tenant **NOT LESS THAN TWO (2) MONTHS' WRITTEN NOTICE** of the same.
- 7.5 Without prejudice to Clause 7.1, the Tenant shall pay interest 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 interest shall have been paid in full. The rate of interest applicable shall be at the rate of ten per centum (10%) per annum and such interest shall accrue and be calculated on a daily basis.
- 7.6 Any additional deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Bhd or Indah Water Konsortium from time to time during the continuance of this Agreement shall forthwith be paid by the Tenant to the Landlord as additional utility deposit specified in **Section 8 of the Schedule**.
- 7.7 In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of 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.
- 7.8 All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees.
- 7.9 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 the ordinary course of post would have been delivered.
- 8 In this Agreement :-
- 8.1 The terms "Landlord" and "Tenant" shall include their heirs, personal representatives and successors in title.

- 8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.
- 8.3 Words importing the singular number only shall include the plural and vice versa.

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

SIGNED by the Landlord

.....
NAME : Chan Kien Woh
NRIC NO. : 621220-10-7857

in the presence of :

.....
NAME : Chan Wan Le
NRIC NO. : 690410-10-5632

SIGNED by the Tenant

.....
NAME : Naomi Leoanak
PASSPORT NO : C1324899

in the presence of :

.....
NAME : Chan Wan Le
NRIC NO. : 690410-10-5632

THE SCHEDULE

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

NO	ITEMS	PARTICULARS
1.	Date of Agreement :	This 01 November 2021
2.	Description of Landlord	Name : Chan Kien Woh NRIC No. : 621220-10-7857 Address : 7,Jalan camar 4 /21,Villa Damansara, 47810. PJ. Selangor Contact :
3.	Description of Tenant	Name : Naomi Leoanak Passport No : C1324899 Contact : 017-7059252
4.	Description of Said Premises	23-11, One Bukit Ceylon, No 1, Lorong Ceylon, Bukit Ceylon, Off Changkat Bukit Bintang, 50200 Kuala Lumpur
5 a. 5 b. 5 c.	Term Commencing Terminating	One (1) years 01 November 2021 31 October 2022
6 a. 6 b. 6 c.	Monthly Rental Date Payable Mode of Payment	Ringgit Malaysia One Thousand Three Hundred Only (RM 1,300.00) On the 1 st to 7 th of each month Monthly rental to be banked into Landlord's Bank Account. Name : Chan Kien Woh Name of Bank : Maybank Bank Account No. : 514114839761
7.	Security Deposit (2 months rental)	Ringgit Malaysia TwoThousand Six Hundred Only (RM 2,600.00)
8.	Utility Deposit (Half month)	Ringgit Malaysia Six Hundred and Fifty Only (RM 650.00)
9.	Use of the Said Premises.	Residential purpose only.

