

# TENANCY AGREEMENT

BETWEEN

**LEE LI HEONG**  
(NRIC NO: 610722-10-5524)

("the Landlord")

AND

**GENESIS FITNESS GYM**  
(COMPANY NO: KT0506011-U)

("the Tenant")

\*\*\*\*\*

**PROPERTY ADDRESS :**

**NO. 38A-2, JALAN TEMENGGUNG 17/9,  
SEKSYEN 9, BANDAR MAHKOTA CHERAS,  
43200 CHERAS, SELANGOR.**

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THIS TENANCY AGREEMENT is made on this 4 day of, October 2021.

**THIS AGREEMENT** is made the day and the year stated in Part One of the Schedule annexed hereto (which said Schedule shall hereinafter be referred to as “the First Schedule”)

**BETWEEN:** The party whose name and address appear in Part Two of the First Schedule (hereinafter called “the Landlord” which expression shall where the context so admits include his heirs and personal representatives if any and successors in title and assigns) of the one part.

**AND:** The party whose name and address appear in Part Three of the First Schedule (hereinafter called “the Tenant” which expression shall where the context so admits include his heirs and personal representatives if any and successors in title and permitted assigns) of the other part.

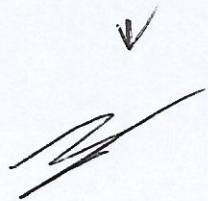
**WHEREAS**

- A) The Landlord is the registered/beneficial owner of all that property which is more particularly described in Part Four of the First Schedule (hereinafter referred to as “the property”).
- B) The Landlord has agreed to grant to the tenant and the Tenant has agreed to accept a Tenancy of the premises as stated in Part Five of the First Schedule (hereinafter referred to as “the Demised Premises”) for the consideration and upon the terms and subject to the stipulations and covenants hereinafter set forth and contained.
- C) The letting of the Demised Premises by the Landlord to the tenant shall be inclusive of the Landlord’s Fixtures and Fittings as listed in the Schedule annexed hereto (hereafter referred to as “the Second Schedule”).

**NOW IT IS HEREBY AGREED** as follows:

**Section 1- Tenancy**

The Landlord hereby grants and the Tenant hereby accepts a Tenancy of the Demised Premises for the term stated in Part Six of the First Schedule and with effect from the day and the year set out in Part Seven of the First Schedule and expiring on the day and the year stipulated in Part Eight of the same at the rental and payable in the manner stipulated in Part Nine of the First Schedule (hereinafter referred to as “the Reserved Rent”).





## Section 2 – Deposit

The Tenant shall upon the execution of this Agreement and as security towards the due observance compliance and performance of the Tenant's covenants herein contained deposit with the Landlord the sum stipulated in Part Ten of the First Schedule (hereinafter referred to as "the Said Deposit") which said Deposit shall after deducting therefrom such moneys as may be found to owing or payable by the Tenant by virtue of the provisions herein contained be refunded to the Tenant free of interest at the expiration of this Tenancy. The Said Deposit shall under no circumstances be used or applied by the Tenant to offset any Reserved Rent outstanding. Without prejudice to the Landlord's rights to claim other costs and damages, the Said Deposit shall be forfeited absolutely in the event the Tenant shall terminate this Tenancy before the expiration of the term herein stated.

## Section 3 – TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

### Section 3.01 – Payment of the Reserved Rent

The Tenant shall pay the Reserved Rent in advance punctually as stipulated in Part Nine of the First Schedule (whether demanded or not) without a deduction and in the manner aforesaid to the Landlord at his address herein stated or at any other address as the Landlord may inform the Tenant.

### Section 3.02 – Payment of Utility Charges

The Tenant shall pay the electricity, water, sewerage, telephone and other outstanding charges whatsoever which are now or may at anytime hereinafter during the term as stated in Part Six of the First Schedule be used imposed or charged upon in respect of the Demised Premises or any part thereof.


### Section 3.03 – To permit the Landlord to enter and view condition

The Tenant shall permit the Landlord and his servants or agents with workmen and others at all reasonable times during working hours to enter and view the condition of the Demised Premises.

### Section 3.04 – To keep Demised Premises in Tenantable Condition

The Tenant shall keep Demised Premises and the interior thereof including the flooring and interior plaster or other surface materials or rendering on walls and ceilings and the Landlord's fixture thereon including doors, windows, glass, shutters, locks, fastenings, electric, wires installation and fittings for electricity supply and other fixture and conditions in good and tenantable repair and condition (reasonable wear and tear, and damage by fire, storm, tempest, act of God, riot and civil commotion excepted).

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### Section 3.05 – To Restore and Repair Demises Premises

The Tenant shall at his own cost and expenses restore and forthwith make good any replacement and or repairs as specified in a notice in writing given by the Landlord to the Tenant specifying therein all necessary replacements and or repairs to be effected and if the Tenant shall fail to effect the same within the time stipulated in the said notice, the Landlord may make the necessary replacements and whether or not together with his workmen enter upon the Demised Premises to execute all repairs, replacements or amendments the costs thereof shall be a debt due from the Tenant to the Landlord and shall forthwith be recoverable by action and or by appropriate deduction of the Said Deposit.

### Section 3.06 - Prohibition against undesirable use

The Tenant shall not use Demised Premises for any illegal unlawful or immoral purpose nor to be done any act or thing which may become a nuisance or given reasonable cause for complaint from any of the other tenants or occupiers or lessees of the Demised Premises (if any) or any other building adjoining the Demised Premises and in particular not to use the Demised Premises or permit the same to be used as a massage centre, health centre, health club, laboratory, workshop, brothel or equivalent but to use the Demised Premises only for the purpose specified in Part Eleven of the First Schedule hereof.

### Section 3.07 – Fire Insurance

The Tenant shall not do anything whereby any insurance policy or policies in respect of the Demised Premises against loss or damage by fire for the time being subsisting may be rendered void or voidable, or whereby the rates of the premium therein may be increased and to repay to the Landlord on demand the increase in premium and all expenses incurred in or pursuant to any renewal of any policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord.

### Section 3.08 – Subletting

The Tenant shall not sublet assign or part with the legal or actual possession of the Demised Premises or any part thereof to any person or persons whomsoever or to any corporations without first obtaining the written consent of the Landlord.

### Section 3.09- Notice affecting the Demised Premises

The Tenant shall notify the Landlord in writing immediately upon receipt of any notice order direction or other thing which may affect the Landlord or the Demised Premises or any part thereof.

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### Section 3.10 – Determination of Tenancy

The Tenant shall at the expiration or sooner determination of the Tenancy hereby created peaceably quit and deliver vacant possession of the Demised Premises in good care and tenantable condition to the Landlord. The Tenant may, however at his own costs and expenses remove any furniture, fittings and movable installed by him provided he makes good any damage caused by such removal.

### Section 3.11 – Compliance with Law

The Tenant shall at all times during the Tenancy hereby created or any renewal hereof observe and comply with all such requirements as may be imposed on the Tenant by any Act Ordinance Enactment Order Rule Regulations or Bye-Law now in force or hereafter enacted affecting the same and shall at all times hereafter indemnify and keep indemnified the Landlord against all action proceedings costs expenses claims and demands whatsoever in respect of any such act matter or thing done or omitted to be done by the Tenant in contravention of any the said provisions.

### Section 3.12 – Damage to Demised Premises

The Tenant shall be responsible for any indemnify the Landlord against all damage occasioned to the Demised Premises or to any adjacent or neighbouring premises or to any person caused by any act default or negligence of the Tenant or the servants, agents or licensees of the Tenant and pay and make good to the Landlord all and every loss and damage whatsoever incurred or sustained by the Landlord as a consequence of every breach or non-observance of the Tenant's covenants herein contained and to indemnify the Landlord from and against all actions claims liability costs and expenses thereby arising.

### Section 3.13 – To Permit Landlord or Agents to view Demised Premises

During the two (2) months immediately preceding the expiration of the term hereby created to permit the Landlord or his agents at reasonable times of the day to view the Demised Premises for the purpose of leasing the Demised Premises.

## Section 4 – LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

### Section 4.01 – To pay rates assessments

That during the Tenancy hereby created the Landlord will bear pay and discharge all existing and future quit rent, assessment, property taxes and such similar outgoing imposed on and payable in respect of the Demised Premises other than those herein before agreed to be paid by the Tenant.

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#### Section 4.02 – To Maintain the Main Structure of the Demised Premises

The Landlord shall maintain and keep the main structure of the Demised Premises that is the roof, main walls and timbers, drains, water pipes in good and tenantable repair and condition throughout the Tenancy hereby created.

#### Section 4.03 – Fire Insurance

The Landlord shall at all times throughout the Tenancy hereby created keep the Demised Premises excluding the properties of the Tenant insured against loss or damage by fire.

#### Section 4.04 – Peaceful use of Demised

Provided that the Tenant shall pay the Reserved Rent promptly as it falls due and observe and perform his part of this Agreement, the Landlord shall permit the tenant to peaceably hold and enjoy the Demised Premises without any disturbance by the Landlord or those lawfully claiming through under or in trust for the Landlord.

### Section 5 – MUTUAL COVENANTS

PROVIDED ALWAYS and it is hereby agreed as follows:

#### Section 5.01 – Default

If the Tenant shall:-

- a) fail to pay the Reserved Rent hereby reserved within seven (7) days after the same becomes due and payable (whether formally demanded or not); or
- b) commit a breach or any covenant in this Agreement set forth and contained; or
- c) commit an act of bankruptcy or enter into any composition or arrangement with his creditors or being a company enter into liquidation whether compulsory or voluntary other than for the purpose of reconstruction or amalgamation or suffer any execution to be levied against him or his goods;

then and in any such case it shall lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained.

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#### Section 5.02 – Unfit for occupation

If any time during the continuance of this Tenancy:

- a) the Demised Premises or any part thereof shall become unsafe or unfit for occupation or use from any cause other than the act or default of the Tenant; or
- b) the Demised Premises or any part thereof shall be destroyed or damaged by fire explosion lightning riot or any other cause or Act of God so as to become unfit for occupation or use (except when such acts shall have been caused by the default or negligence of the Tenant or his servants or agents).

then and in each case the Landlord shall not be bound or compelled to rebuilt or reinstate the same. If the Landlord shall decide not to rebuilt or reinstate the Demised Premises which decision shall be made within THIRTY (30) days from the happening of the damage or destruction, the tenancy shall be deemed to be determined from the date of happening of the damage or destruction of the Demised Premises subject to payment (if any) of any proportioned amount of the Reserved Rent that may be payable for the use of the Demised Premises from the date of happening of the damage or destruction to the date when the Tenant ceases to occupy the undamaged portion of the Demised Premises.

#### Section 5.03 – Option to renew

If the Tenant shall be desirous of taking a Tenancy of the Demised Premises for a further term as stipulated in Part Twelve of the First Schedule at the expiration of the Tenancy hereby granted at the rent and upon the terms and conditions set forth in Part Thirteen of the First Schedule, the Tenant shall, not less than Two (2) months before the expiration of the Tenancy hereby granted give to the Landlord notice in writing of his desire and if the Tenant shall have paid the Reserved Rent and observed and performed the covenants and stipulations herein contained and on his part to be observed and performed up to termination of the Tenancy hereby created then the Landlord may let the Demised Premises to the Tenant for the further period and upon the terms stated in Part Twelve and Part Thirteen of the First Schedule respectively.

#### Section 5.04 – Indulgence or Waiver

The acceptance of the Reserved Rent or any part thereof by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right of action against the Tenant in respect of any breach by the Tenant of any of its covenants herein contained and any indulgence given by the Landlord shall not constitute a waiver of a prejudice the Landlord's rights herein contained.

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#### Section 5.05 – Service of Notice

Any notice required to be served shall be in writing and shall be deemed sufficiently served on the Tenant if addressed to him and left at or sent by registered post to the Demised Premises and shall be deemed sufficiently served on the Landlord if addressed to him and left at or sent by registered post to the Landlord at the address mentioned in part Two of the First Schedule.

#### Section 5.06 – Costs

All cost charges and expenses incurred in respect of this Agreement including stamp fees shall be borne and paid by the Tenant.

#### Section 5.07 – Special Conditions

The parties hereto expressly covenant and agreed with each other that in addition to the terms and conditions herein appearing the Tenancy of the Demised Premises is further subject to the Special Condition if any set out in the Third Schedule hereto and in event of any conflict discrepancies or variance the Special Conditions stated in the Third Schedule shall prevail.

#### Section 5.08 – Interpretation

In this Agreement where the context so admits the following expressions shall have the following meanings, that is to say:-

- a) words importing the masculine gender only shall be deemed to include the feminine neuter genders;
- b) the singular shall include the plural and vice versa.

#### Section 5.09 – Time

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

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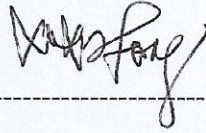
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IN WITNESS WHEREOF the parties have hereunto set their hands the day and year herein mentioned.

SIGNED by the **Landlord**



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Name : **LEE LI HEONG**  
NRIC No. : **610722-10-5524**  
Date :



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WITNESSED by,

Name : **LEE PHAK KEONG**  
NRIC No. : **861201-56-5433**  
Contact No. : **013-6956981**  
Date :

SIGNED by the **Tenant**



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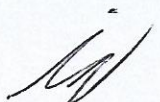
Company Name : **GENESIS FITNESS GYM**  
Company No : **KT0506011-U**  
Name : **TAN KOK CHIEH**  
NRIC No. : **951127-10-6675**  
Date :



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WITNESSED by,


Name : **LEE PHAK KEONG**  
NRIC No. : **861201-56-5433**  
Contact No. : **013-6956981**  
Date :





# FIRST SCHEDULE

ITEM	PARTICULARS
1. Date of Agreement.	 <b>OCTOBER 2021</b>
2. Landlord.	Name : <b>LEE LI HEONG</b> NRIC No. : <b>610722-10-5524</b> Address : <b>50, JALAN TAMING 2, TAMAN TANMING JAYA OFF JALAN BALAKONG, 43300 SERI KEMBANGAN, SELANGOR.</b>
3. Tenant.	Company Name : <b>GENESIS FITNESS GYM</b> Company No : <b>KT0506011-U</b> Name : <b>TAN KOK CHIEH</b> NRIC No. : <b>951127-10-6675</b> Address : <b>38A-2, JALAN TEMENGGUNG 17/9, SEKSYEN 9, BANDAR MAHKOTA CHERAS, 43200 CHERAS, SELANGOR.</b>  Contact No. : <b>012-3566130</b>
4. The Property.	Address : <b>38A-2, JALAN TEMENGGUNG 17/9, SEKSYEN 9, BANDAR MAHKOTA CHERAS, 43200 CHERAS, SELANGOR.</b>
5. The Demised Premises.	<b>Known as "Shop-Office Lot"</b>
6. Duration of the Tenancy.	<b>TWO (2) YEARS</b>
7. Commencement date.	<b>01<sup>st</sup> November 2021</b>
8. Termination date.	<b>31<sup>th</sup> October 2023</b>
9. The Reserved Rent.	<b>Ringgit Malaysia ONE THOUSAND (RM 1,000.00) only.</b> <b>ONLY DUE AND PAYABLE ON THE SEVENTH (7<sup>TH</sup>) DAY OF EVERY TENANCY MONTH</b>





<b>10. Security Deposit.</b>	<b>Ringgit Malaysia TWO THOUSAND (RM 2,000.00) only.</b> TWO (2) MONTHS RENTAL EQUIVALENT TO
<b>Utility Deposit.</b>	N /A
<b>11. Use of Demised Property.</b>	For <b>STUDIO</b> only.
<b>12. Option To Renew.</b>	Number of year(s) <b>ONE (1) YEAR</b> only
<b>13. Terms of Option.</b>	Prevailing Market Rental to be mutually agreed upon by The Landlord and do not exceed Ten(10%) percent of Reserve Rent Stated in Part Nine of the First Schedule.

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### **THE SECOND SCHEDULE**

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

#### **FIXTURES & FITTINGS**

### **THE THIRD SCHEDULE**

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

#### **SPECIAL CONDITIONS**

1. The Tenant hereby agree to Deposit the Monthly rental into the Landlord's Bank Account,  
**May Bank A/C NO : 562115516395** or **By Cheque.**
2. The Tenant is given a free renovation period from **02<sup>st</sup> October 2021 to 31<sup>th</sup> October 2021**. All utilities' expenses incurred during renovation period shall be borne by The Tenant.

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