

# TENANCY AGREEMENT

*between*

The Landlord,  
**PHILIP CHAN (NRIC: 770526-13-5251)**

*and*

The Tenant,  
**NAJWA DELAILA BINTI ADAM MALEK (NRIC: 931202-10-5798)**

*for the*

Demised Premise,  
**B-3A-11 (i), LD Lagenda**  
**Jalan Tun Abang Haji Openg**  
**93000 Kuching**  
**Sarawak.**

# TENANCY AGREEMENT

A TENANCY AGREEMENT 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 referred to as "the Landlord" which expression where the context so admits shall include the Landlord's successors and assigns) of the one part and the party whose name and description are stated in Section 3 of the Schedule hereto (hereinafter referred to as "the Tenant" which expression where the context so admits shall include the Tenant's successors and assigns) of the other part.

## RECITAL

- A. The Landlord is the registered and rightful owner of the Premises more particularly described in Section 4 of the Schedule hereto (hereinafter referred to as "the Premises").
- B. The Landlord has agreed to let and the Tenant has agreed to rent the Premises subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED as follows :-

## 1. TENANCY, TERM AND RENT

In consideration of the Rent and subject to the terms and conditions hereinafter contained the Landlord lets and the Tenant accepts a tenancy of the Premises referred and described in Section 4 of the Schedule hereto together with inventories as listed in APPENDIX A for the term described in Section 5 of the Schedule hereto (hereinafter referred to as ("the Term") commencing on the date stated in Section 6 of the Schedule hereof paying therefore the reserved rent specified in Section 7 of the Schedule hereto (hereinafter referred to as "the Rent") monthly in advance during the term and so in proportion for any less period than a month but without deduction the first payment thereof to be made on the execution of this Agreement and each subsequent payment to be made by the 7th day of each and every succeeding month of the Term. The Rent shall be deposited into the Landlord's account specified in Section 8 of the Schedule hereto.

## 2. DEPOSITS

### 2.1. Security Deposit

The Tenant shall pay to the Landlord and shall maintain without any deduction upon the execution of this Agreement and prior to the occupation of the Premises by the Tenant a sum equal to TWO (2) months Rent as specified in Section 10 of the Schedule hereto (hereinafter referred to as the "Security Deposit") as security for the due observance and performance by the Tenant of all and singular and several covenants conditions stipulations and agreements on the part of the Tenant herein contained during the term of this Agreement. The Security Deposit shall not without the previous consent in writing of the Landlord be deemed to be or treated as payment of monthly Rent but may be appropriated by the Landlord towards any amount owing to the Landlord by the Tenant (if any) resulting from any breach of the due observance and performance by the Tenant of all and singular and several covenants and conditions on the part of the Tenant contained herein. If the Security Deposit or part thereof shall be appropriated as aforesaid the Tenant shall on demand pay to the Landlord such additional sum as may be necessary so that the amount of the Security Deposit shall at all times be equivalent to TWO (2) months Rent as aforesaid. The Security Deposit shall be returned to the Tenant free of interest upon the expiration of the term herein granted or extended term (if any) less such sum as may then be due to the Landlord but without prejudice to any other claims which the Landlord may have against the Tenant under the terms of this Agreement.

## **2.2. Utility Deposit**

The Tenant shall pay to the Landlord without any deduction upon execution of this Agreement and prior to the occupation of the Premises by the Tenant a sum specified in Section 11 of the Schedule by way of deposit (hereinafter referred to as the "Utilities Deposit") as security for the payment by the Tenant of all charges and outgoings in respect of electricity, water, gas (if any), telephone and other like utilities and services consumed and used by the Tenant in the Premises PROVIDED ALWAYS that the Landlord shall at any time be entitled to increase such Utilities Deposit by notice in writing to the Tenant. Such decision to increase together with the notice of increase shall be conclusive and binding on the Tenant as to the increase payable for the time being on the part of the Tenant and such increase in the Utilities Deposit shall be effective from the date specified in the said notice. The Utilities Deposit shall be returned to the Tenant free of interest upon the expiration of this term herein granted or extended term (if any) less such sums as may be deductible by the Landlord.

## **3. THE TENANT HEREBY COVENANTS WITH THE LANDLORD:-**

### **3.1. Payment of Rent**

- (a) To pay the Rent on the day and in the manner aforesaid without any deductions whatsoever on the due date under this Agreement.
- (b) Any payment due and payable by the Tenant to the Landlord under the provisions of this Agreement shall be made to the Landlord through bank-in into the Landlord's account specified in Section 8 of the Schedule hereto and the Tenant shall provide a proof of payment of the Rent by sending a copy of the proof of payment to the Landlord on or before the 7th day of each month. Payment shall be deemed to have been duly made only when the same is cleared.
- (c) Any payment required to be made pursuant to the provisions of this Agreement shall be pro-rated if required on the basis of a 365 day year.

### **3.2. Charges for Water, Electricity and other Outgoings**

- (a) The Tenant shall pay for all water, electricity and telecommunication charges and other charges for services supplied or provided to the Premises.
- (b) The Tenant shall establish accounts in the Tenant's name with the relevant authorities in Kuching, Malaysia for the provision of telecommunications services and any other services to be provided to the Premises and shall pay all connection charges and deposits as required thereto and the Tenant shall make payment directly to such relevant authorities all charges on a monthly basis for such services consumed or supplied to the Premises during the term.
- (c) To apply for and pay for all charges for and connected with licences required for the use of any televisions and/or radio on the Premises.

### **3.3. No Assignment or Sub-letting**

Not to assign, underlet or part with the actual or legal possession or the use of the Premises or any part thereof for any term whatsoever without the prior written consent of the Landlord.

### **3.4. Users**

- (a) To use the Premises as dwelling (workers' accommodation with valid working permit) only.
- (b) Not to use or permit the Premises or any part thereof to be used for any illegal unlawful or immoral purposes and not to do or permit to be done any act or thing which may

become a nuisance or give reasonable cause for complaint to the Landlord or any other adjoining buildings, and in particular not to use the Premises or permit the same to be used as a laboratory or workshop.

- (c) Not to store or bring upon the Premises arms, ammunition or unlawful goods, gunpowder or kerosene or an explosive substance not related to the business in any part of the Premises.

### **3.5. No Alterations and Additions**

- (a) Not without the prior written consent of the Landlord to make or permit or suffer to be done any alteration or renovations or additions to any portion of the Premises or remove any of the Landlord's fixtures fittings and appliances and if such written consent is given by the Landlord the Tenant shall at his own cost and expenses carry out such alteration or addition in accordance with all necessary planning or other consents pursuant to the provisions of any written law, by-laws, rules, regulations or orders applicable thereto.
- (b) The Tenant shall keep the Premises clean and tidy and on completion of the Tenant's said work shall remove therefrom all waste and debris to such place as the Landlord will designate and in the event of default by the Tenant the Landlord shall do so at the expense of the Tenant the Tenant shall on demand pay the Landlord the costs expended by the Landlord on the Tenant's behalf.

### **3.6. No Noise**

Not to make any disturbing or irritating noises or install or use any engine or machine which shall cause or may be likely to cause noise or unreasonable vibration to the adjoining and/or neighbouring premises.

### **3.7. No Overloading**

Not to bring into or permit the bringing into the Premises any heavy machinery plant equipment or goods which will exceed the normal load requirement of the Premises and in no event shall any machinery plant equipment or goods be of such nature or size as to cause any structural or other damage to the floor, walls or any other parts of the Premises or the common area.

### **3.8. Insurance Policy**

- (a) To keep the fittings, furniture, chattels and properties of the Tenant on the Premises insured against loss or damage by fire at all time throughout the term.
- (b) To effect and keep effected in respect of the Premises at all times during the continuance of this Agreement a public risk policy in the name of the Tenant
- (c) Not to do or permit or suffer to be done anything which would invalidate the policy or insurance of the Premises against fire or increase the premium for such insurance beyond the existing risk
- (d) Increased Risks  
To pay all extra premiums and stamp duties payable by the Landlord on account of extra risk caused by the use to which the Premises are put by the Tenant as and required by notice in writing from the Landlord.
- (e) Insurers  
All policies of insurance liable or required to be effected by the Tenant hereunder shall be taken out with such insurers of repute at the Tenant's own cost and expense.

### **3.9. Compliance of Rules and Regulations, and Statutes**

To duly observe, comply and be bound by the rules and regulations (“the House Rules”) drawn up or to be drawn up from time to time by the Developer, or the Joint Management Body (“the JMB”), or the Joint Management Committee (“the JMC”) that provide the management services to the Premise. And to observe and comply with all State and Federal laws, by-laws, rules and regulations of the Municipal Council or other authority having power in that behalf affecting a Tenant or occupier of the Premises which are now in force or which may hereafter be enacted and to keep in force all licenses and permits required by law for the carrying on of such business and not to commit or suffer to be committed on the Premises any illegal or immoral act.

### **3.10. Fire Regulations**

To comply with insurance, sprinkler, fire alarm and fire safety regulations in respect of the Premises and to install such firefighting equipment in the Premises in compliance to the Building By-Law and the Tenant will pay to the Landlord the cost of any alterations to the sprinkler, fire alarm and fire safety installation which may become necessary by reason of the non-compliance by the Tenant with the said regulations or the requirements of the Appropriate Authority.

### **3.11. Indemnity**

To indemnify the Landlord in the event of the Tenant or his worker/agent infringing any law or regulation then in force resulting in the Landlord being made liable for any penalty fine or having to pay for any damages or compensations during the term of this Tenancy.

### **3.12. No Auction Sale**

Not to permit or suffer any sale by auction to be hold on the Premises.

### **3.13. No Combustible Material**

Not to store or use for any purpose whatsoever acetylene gas alcohol oil or other volatile explosive combustible inflammable dangerous toxic or radioactive compounds liquids fluids or substances in or upon the Premises (other than in accordance with the specified use of the Premises approved by the Landlord). The Tenant will from time to time as and when required by notice in writing from the Landlord pay all extra premium of insurance of the Premises and contents thereof if any be required on account of extra risk caused by the use of the Premises and approved by the Landlord.

### **3.14. Cleanliness and Hygiene**

To keep and maintain clean, hygienic, in good order repair and condition and free from rubbish the Premises (including internal surfaces of windows and doors and all fittings, plant, furnishing and equipment of the Landlord) and store and keep all trade waste trash and garbage in proper receptacles and arrange for the regular removal and disposal thereof from the Premises in accordance with any applicable law rule or regulation.

### **3.15. Maintenance and Repair**

To keep and maintain the Premises in good and tenantable repair and condition including all glass windows shutters locks and keys throughout the Term (fair wear and tear excepted).

### **3.16. Landlord’s Right of Inspection**

To permit the Landlord or his agent or agents with or without workmen at all reasonable time and by prior notice (except in cases of emergency when no notice shall be required) to enter and view the conditions and state of repair of the Premises and may serve upon

the Tenant a notice in writing of any defect for the repair of which the Tenant may be responsible hereunder requiring the Tenant within a reasonable time to repair the same and in default of the Tenant so doing it shall be lawful (though not obligated) for the Landlord from time to time to enter and execute the required repairs and for the purpose the Landlord its architects contractors workmen and agents may enter upon the whole or any part of the Premises and there remain for the purpose of doing erecting or effecting any such thing and any expenses and costs of carrying out such work shall forthwith be payable by the Tenant to the Landlord within seven (7) days of the Landlord notifying the Tenant of the amount thereof.

### **3.17. Reinstatement**

At the expiration or sooner determination of this Tenancy to restore the Premises to its original state and condition in the event of there being any permitted alterations and/or additions made to the Premises and to yield up the Premises in good and tenantable repair and condition, fair wear and tear only excepted at the Tenant's cost.

## **4. THE LANDLORD HEREBY COVENANTS WITH THE TENANT :-**

### **4.1. Rates, Taxes and Assessment**

To pay quit rent and assessment in respect of the Premises.

### **4.2. Quiet Enjoyment**

That the Tenant paying the Rent and performing and observing the several covenants and stipulations on his part herein contained shall peaceably hold and enjoy the Premises during the continuance of this Tenancy without any interruptions by the Landlord or any person rightly claiming under or in trust for him.

### **4.3. Insurance**

At all times throughout the Tenancy to keep the Premises sufficiently insured against loss or damage by fire.

## **5. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS :-**

### **5.1. Determination of the Tenancy by Landlord**

The Landlord and the Tenant hereby agree that:

- (a) If the monthly Rent and/or any moneys payable under this Agreement or any part there shall be in arrears and unpaid at any time for fourteen (14) days after becoming due whether formally demanded or not; or
- (b) if any of the other covenants obligation stipulations or agreements on the part of the Tenant herein contained shall not be due and punctually performed or observed by the Tenant; or
- (c) in the Tenant shall have a receiving order made against it or shall become bankrupt or shall go into liquidation or if the winding-up order resolution is effectively passed for the winding-up of the Tenant otherwise than for the purpose of reconstruction amalgamation with the written consent of the Landlord (which consent shall not be unreasonably withheld); or
- (d) if the Tenant shall make any assignment for the benefit of or enter into any arrangement or composition with their or his creditors or if the Tenant is unable to pay its debts within the meaning of the Companies Act for the time being in force in Malaysia; or

(e) if any distress or execution proceeding is instituted against the Tenant and the same is not satisfied or discharged by the Tenant within thirty (30) days thereof; then and in any one or more of such events it shall be lawful for the Landlord at any time or times thereafter to serve a notice upon the Tenant and it is hereby mutually agreed that a reasonable time in which to remedy the breach the subject matter of the said notice is fourteen (14) days except in the case of non-payment of Rent whereby seven (7) days shall be deemed a reasonable time, and on expiration of such period specified in the said notice without the breach complained of having been remedied the Landlord shall be at liberty to re-enter into the Premises or any part thereof in the name of the whole and thereupon this Tenancy shall absolutely be determined but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained including (but not limited to) the Landlord's right to damages as provided for under Clause 5.3 below PROVIDED ALWAYS the Landlord or its agents or servants are expressly authorised to use such reasonable force if necessary in the exercise of this right. It shall also be lawful for the Landlord to sell or otherwise dispose of the goods of the Tenant in the Premised at such time or time or at such price or prices as the Landlord thinks fit and the Landlord shall after payment out of the proceeds of sale the costs and expenses connected with the said sale apply the net proceeds of sale toward payment of all arrears of Rent and interest thereon and all other sums of money due and payable by the Tenant under this Agreement and the balance (if any) shall be paid to the Tenant.

#### **5.2. Acceptance of Rent**

Acceptance of monthly Rent 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 of any of the Tenant's obligations hereunder.

#### **5.3. Unilateral Determination of Tenancy by the Tenant**

- (a) In the event of the Tenant abandoning or vacating the Premises before the expiration of the Term; or
- (b) In the event of the determination of this Tenancy by the Landlord due to the non-payment by the Tenant of any moneys due to the Landlord as provided for herein or the termination of this Tenancy by the Landlord following the breach of any of the provisions of this Tenancy by the Tenant;

The Landlord shall (all such aforesaid events occurring being deemed a unilateral determination of this Tenancy by the Tenant) be entitled to seize any property or goods in the Premises as security for payment for all Rental and/or other charges in arrears and it is hereby agreed and acknowledged by the Tenant that it is intended that the Landlord shall have a lien over the property or goods seized without prejudice to the Landlord's right to forfeit the Security Deposit under Clause 2.1 and any other loss or damage suffered or sustained by the Landlord.

#### **5.4. Untenantability**

In the event of the Premises or any part thereof at any time during the Tenancy not through any wilful conduct of the Tenant being damaged, destroyed by fire, tempest or other inevitable cause or by reason of any defects or want of repair thereof so as to be unfit for occupation and use for a period exceeding fourteen (14) days then and in every such case the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Premises shall again be rendered fit for occupation and use. HOWEVER if no steps have been taken by the Landlord to commence to reinstate the Premises within fourteen (14) days of such destruction or damage or if such steps having been taken, the Premises is not reinstated

and made ready for occupation within three (3) calendar months from the date of happening of such destruction or damage, the Tenant may after the expiration of the said fourteen (14) days or the said three (3) calendar months as the case may be, give to the Landlord notice in writing determining the term hereby granted and thereupon this tenancy shall absolutely determine, but without prejudice to the right of either party against the other in respect of any antecedent breach of any of the covenants and conditions herein contained.

#### **5.5. Exclusion of Landlord's Liability**

- (a) The Landlord, its officers, servants, employees or agents shall not be liable or in any way responsible:
- (i) for the condition or contents of any package received for storage or for loss of weight or for any loss or damage to the goods before or whilst being stored or remaining on storage caused by act of God, war, invasion, strikes, lockouts, riots, civil commotion, theft, effects of climate, monsoons, rains, floods, sea or water, temperature changes, heat, fire, explosion, vermin, white ants, unprotected or insufficiently protected castings or machinery, defective or insufficient packing or packages, obliteration of marks, hooks holes, tearing of covers or covers or wrappings, bursting of bands or hoops, leakage, rust, decay, sweat, mildew, dry rot, evaporation, fumigation, accidents, latent defect of the Premises, deterioration of or deficiency in articles of a perishable nature or by the negligence of the Landlord, the Landlord's employees, servants or agents or by any other cause; and the Tenant hereby further covenants with the Landlord to keep the Tenant's property and goods stored in the Premises insured at all times throughout the term from loss or damage by the risks and perils enumerated in this clause;
  - (ii) for any loss damage or injury to the Premises, the Tenant, its licensees, agents, servants, employees, contractors, visitors or invitees or any other person or property howsoever caused or any consequential loss therefrom;
  - (iii) for any delay in supplying or for failure to supply, or for any limitation, curtailment, rationing, defect, restriction or interruption of service of any water, electricity, telephone, air-conditioning or other services or facilities serving the Premises or for interruption of use of any equipment in connection with the supplying of the aforesaid services or facilities or any consequences thereof, caused by fire, accident, riot, strike, labour dispute, labour or fuel shortage, mechanical or other defect or breakdown, act of God, the making of any repair or improvements, or any other causes;
  - (iv) for any loss, damage, injury or death arising out of leakage of the piping, wiring and sprinkler system in the Premises and/or out of any structural defect in the Premises or any consequential loss resulting from short circuit of electrical wiring, explosion, falling plaster, steam, gas, electricity, rain, plumbing or other pipe and sewerage system, leaks from any part of the buildings, the roof, street, sub-surface or any other place, dampness or any appurtenances being out of repair unless caused by the wilful misconduct of the Landlord or its officers, servants, employees or agents;
  - (v) for any loss, damage or harm that the Tenant may suffer by reason of any nuisance or annoyance caused during the period of renovation of the Premises.
  - (vi) for any damage caused by other tenants or persons in the adjoining and/or neighbouring premises or by buildings or other operations in the neighbourhood.

(vii) for any representation, promise or warranty with respect to the Premises and/or its appurtenances

(viii) for any diminution or obstruction of the light, air or view by any structure which may be erected on lands within or adjacent to the Premises.

AND the Rent shall not be abated or ceased to be payable on account of any of the aforesaid

(b) Notwithstanding anything contained in this Agreement, the obligations of the Tenant to perform the Tenant's obligations herein, shall in no way be abated, affected, impaired or excused nor shall the Landlord be in any way liable for damages to the Tenant if the Landlord is unable to fulfil any of its obligations under this Agreement or is unable to make, or is delayed in making, any repair, addition, alteration or decoration which it is required to make under this Agreement where such delay or inability is caused by circumstances beyond the control of the Landlord.

#### **5.6. Vacant possession upon expiry of Tenancy**

Upon the expiry of the Tenancy the Tenant shall obtain vacant possession of the Premises and deliver up the same to the Landlord. In the event of the failure on the part of the Tenant to do so, the Tenant shall indemnify the Landlord of all costs and expenses and compensate payment incurred for such legal proceedings to evict the occupants remaining in the Premises.

#### **5.7. Yielding up of Premises**

To yield up the Premises together with all keys thereof (held by the Tenant or any of the Tenant's servants, employees, agents, invitees, licensees, independent contractors, irrespective of whether or not the same have been supplied by the Landlord) and all fixtures and fittings therein at the expiration or sooner determination of the tenancy, a joint inspection of the Premises, fixtures and fittings including floor coverings, ceilings boards and associated fittings ceiling lights, light diffuses, air-conditioning ducts and outlets will be conducted to determine the condition of the Premises and all rectification works to be carried out by the Tenant.

#### **5.8. Waiver**

No consent or waiver expressed or implied by the Landlord to or of any breach of any covenant condition or duty of the Tenant shall be construed as a consent or waiver to or of any other breach of the same or any other covenant condition or duty and shall not prejudice in any way the right powers remedies of the Landlord herein contained. Any acceptance of Rent and/or other moneys or any part thereof hereby reserved by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach by the Tenant of any of its obligations hereunder.

#### **5.9. Interest on Money Overdue**

In addition to and without prejudice to the rights powers and remedies of the Landlord otherwise under this Tenancy if any moneys due hereunder on any account whatsoever pursuant to this Tenancy, the monthly Rent hereby reserved or any part thereof, shall at any time remain unpaid (whether any formal or legal demand therefore shall be made or not) then the Tenant shall pay to the Landlord interest at the agreed rate of eight (8%) per annum such interest shall be applicable before as well as after any judgment obtained by the Landlord against the Tenant and shall be calculated from the due date for payment of the moneys to the date of full settlement. PROVIDED ALWAYS that nothing herein shall

entitle the Tenant to delay any payment. The Landlord shall be entitled to recover such interest from the Tenant as if such interest were rent in arrears.

#### **5.10. Release and Indemnity**

- (a) The Tenant shall occupy and use and keep the Premises at the Tenant's own risk. The Tenant hereby release to the full extent permitted by law the Landlord from all claims and demands of any kind and from all liability which may arise in respect of any accident or death of or injury to any person whatsoever nature or kind other than as may be caused by the Landlord's or its agent negligence.
- (b) The Tenant will and does hereby indemnify and hold harmless the Landlord from and against all actions claims demands losses damages costs and expenses for which the Landlord shall or may be or become liable in respect of and to the extent that arise from :-
  - (i) the negligent use misuse waste or abuse by the Tenant or its servants, employees, agents, invitees, licensees, customers, independent contractors or any other person claiming through or under the Tenant of the water gas electricity oil lightning and other services and facilities and appurtenances of the Premises; or any services rendered by the Tenant;
  - (ii) overflow or leakage of water (including rain water) in or from the Premises but having origin within the Premises or caused or contributed to by any act or omission on the part of the Tenant its servants, employees, agents, invitees, licensees, customers, independent contractors or any other person claiming through or under the Tenant;
  - (iii) loss damage or injury from any cause whatsoever to property or person within or outside the Premises occasioned or contributed to by negligence or omission on the part of the Tenant or its servants, employees, agents invitees, licensees, customers, independent contractors or any other person claiming through or under the Tenant.

### **6. GENERAL PROVISIONS**

#### **6.1. Option Renew**

If the Tenant shall be desirous of renewing this Tenancy for a further term the Tenant shall give the Landlord written notice of such intention not less than two (2) months prior to the expiration of this term and provided there shall not at the time of such request by any existing breach or non-observance of any of the covenants on the part of the Tenant herein contained the Landlord shall grant to the Tenant a further term of tenancy for the Premises for the period specified in Section 11 of the Schedule hereto (hereinafter called "the Optional Term") on the like covenants and provisions as are herein contained save for this renewal clause at a revised monthly Rent to be determined by the Landlord base on the then prevailing market rate provided that such revise monthly rent shall not in any event be less than the monthly Rent now payable for the Term herein created. The parties hereto expressly agreed that all negotiations will be deemed to have come to an end in the event the agreement for the Renewed Tenancy Term as provided for above is not executed by the Tenancy by a date not less than one (1) month prior to the expiration of this Term. One such event occurring and negotiations being deemed to have come to an end neither party shall have any claim against the other save for any antecedent breach and the Landlord shall be at liberty to deal with the Premises as it deems fit.

#### **6.2. Disposal of Premises**

In the event the Landlord shall sell transfer or otherwise dispose of the Premises during the Term of this Tenancy, the Landlord undertakes that the Premises shall be sold or transferred subject to this Tenancy for the duration of the Term.

### **6.3. Notices**

Any notice requiring to be served hereunder shall be sufficiently served on the Tenant if left at or sent by registered post to the Tenant's address herein written or to his last known address and shall be sufficiently served on the Landlord if left at or sent by registered post to the address herein written or to his last known address. A notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered at the address to which it is sent.

### **6.4. Premature Determination of Tenancy**

If the Tenant shall for any reasons whatsoever not attributed by the Landlord's breach of this Agreement determine or otherwise abandon the Tenancy of the Premises at any time prior to the expiration of the term then and in such event the Landlord shall be entitled to forfeit the 2 Month Security Deposit under Clause 2.1 without prejudice to any right of action of the Landlord to recover any loss or damage suffered or sustained by the Landlord and also without prejudice to any other claims which the Landlord may have against the Tenant under the terms of this Agreement.

### **6.5. Legal Cost**

- (a) The legal fee and stamp duty and other disbursement on the Tenancy Agreement shall be borne by the Tenant.
- (b) The Tenant shall pay and indemnify the Landlord against all costs (including legal costs on the indemnity basis), fees and expenses (including stamp duty) incurred by the Landlord in consulting solicitors and/or connected with the Landlord's consideration processing and approval or otherwise of the Tenant's application for the Landlord's consent or waiver in respect of any matters herein or in connection with any surrender or other termination thereof otherwise than by effluxion of time or the enforcement of the covenants conditions and stipulations of this Tenancy Agreement in the event of breach by the Tenant of any of the provisions hereof.

### **6.6. Time of Essence**

Time whenever mentioned shall be of the essence of this Agreement.

### **6.7. The Schedule**

The Schedule hereto shall be taken read and construed as an essential part of this Agreement.

### **6.8. Interpretation**

In this Agreement where the context so admits:

- (a) the expression "the Landlord" shall include any legal entity and the personal representatives, successors in title and assigns of the Landlord and the representatives, successors in title and permitted assigns of the Tenant;
- (b) where there are two or more persons or parties included or comprised in the expression "the Landlord" or the Tenant" agreements, covenants, terms, stipulations and undertakings expresses to be made by and one on the part of the Landlord or the Tenant shall be deemed to be made by or binding upon such or parties jointly and severally;

- (c) word importing the masculine gender only shall include the feminine and neuter genders and vice versa and words importing the singular number only shall include the plural and vice versa.

## THE SCHEDULE

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

Section	Item	Particulars
1.	Date of this Tenancy Agreement	<b>22-November-2021</b>
2.	Name and Address of the Landlord	<b>PHILIP CHAN (NRIC: 770526-13-5251) 3A-2-11, Puri Aiyu Condo 50, Jalan Jubli Perak 22/1 40400 Shah Alam Selangor</b>
3.	Name and Address of the Tenant	<b>NAJWA DELAILA BINTI ADAM MALEK (NRIC:931202-10-5798) Lot 322A, Kampung Sungai Balak Batu 13 Jalan Cheras 43000 Kajang Selangor</b>
4.	Particulars of the Premises	<b>B-3A-11 (i), LD Lagenda Jalan Tun Abang Haji Openg 93000 Kuching Sarawak.</b>
5.	The Term of this Tenancy	<b>ONE (1) Year</b>
6.	This commencement date of this Tenancy	<b>Commencement Date : 22-November-2021 Expiry Date : 30-November-2022</b>
7.	7A) Rental  7B) Due Date	<b>RM800/MONTH  DUE AND PAYABLE BEFORE THE 7<sup>TH</sup> DAY OF EACH MONTH.</b>
8.	Landlord's Account	<b>Bank : RHB Bank Account No. : 1-12312-0027952-3 Name : Lina Chan &amp; Philip Chan</b>
9.	Advance Payment	<b>Ringgit Malaysia NINE HUNDRED only (RM800) for the First Month.</b>
10.	Security Deposit	<b>Ringgit Malaysia ONE THOUSAND EIGHT HUNDRED only (RM1,600) for TWO Months Rental Deposit.</b>
11.	Utility Deposit	<b>Ringgit Malaysia FOUR HUNDRED FIFTY only (RM400) for Utility Deposit.</b>

## APPENDIX A

Inventory list:

No.	Particulars	Count
1.	Keys	
	a. Main door	1
	b. Room door	1
	c. Mail box	1
2.	Access Card	
	a. Lift access	1
3.	Kitchen	
	a. Kitchen cabinet + doors + drawers + sink + water tap + waste trap	1
	b. Cooker hob + accessories	1
	c. Cooker hood + filter	1
	d. 2-door refrigerator	1
4.	Air-conditioner	
	a. Indoor unit + outdoor unit	1
	b. Remote control + wall bracket	1
5.	Bath/Toilet Room	
	a. Shower screen	1
	b. Water heater + shower set	1
6.	Bed	
	a. Bed frame + head board	1
	b. Mattress	1
	c. Side cabinet with drawer	2
7.	Study	
	a. Study table with drawer	1
	b. Chair	1
8.	Wardrobe	
	Wardrobe with doors + 2 drawers with keys + handle	1
9.	Television	
	a. 40-inch LED TV	1
	b. Remote control	1
10.	Curtain/Blind	
	a. Full-size covering all glass panels	1
11.	Fire-fighting system	
	a. Sprinkle	2

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands the day and year herein written.

SIGNED by LANDLORD

.....  
PHILIP CHAN (NRIC: 770526-13-5251)  
in the presence of:-

SIGNED by TENANT

.....  
NAJWA DELAILA BINTI ADAM MALEK (NRIC:931202-10-5798)  
in the presence of:-