

DATED THIS DAY 6<sup>th</sup> OF DECEMBER 2021

BETWEEN

**FOONG HI SHING**  
**(900802-07-5762)**

**(LANDLORD)**

AND

**HE XIN**  
**(EJ2101732)**

**CHEN YANJUN**  
**(EG0946173)**

**YAN LINGYUE**  
**(E20412582)**

**(TENANT)**

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**TENANCY AGREEMENT**  
**FOR**  
**B-13A-09**  
**South View Serviced Apartments,**  
**Jalan Kerinchi Kiri 2,**  
**Kampung Kerinchi, 59200 Kuala Lumpur**

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## TENANCY AGREEMENT

AN AGREEMENT made the day and year stated in Section 1 of the Schedule hereto between the first party whose name and description are stated in Section 2 of the Schedule hereto (hereinafter called "the Landlord") of the one part and the second party whose name and description are stated in Section 3 of the Schedule hereto (hereinafter called "the Tenant") of the other part.

WHEREAS the Landlord is letting the premises as described in Section 4 of the Schedule hereto (hereinafter referred to as the Said Premises)

WHEREBY IT IS AGREED subject to the accompanying General Conditions, the Landlord lets and the Tenant takes the Said Premises for a term stated in Section 5a of the Schedule hereto commencing on the date stated in Section 5b of the Schedule hereto at the monthly rent stated in Section 6a of the schedule hereto payable on or before the day stated in Section 6b of the Schedule hereto of every month in advance.

### GENERAL CONDITIONS

1. THE TENANT HEREBY AGREES AND COVENANTS WITH THE LANDLORD as follows: -
  - (a) To deposit with the Landlord the sum stated in Section 7 of the Schedule hereto (the receipt of which the Landlord hereby acknowledges) as and by way of deposit or security for the due performance and observance by the Tenant of all and singular the several conveniences on the part of the tenant herein contained. The said sum shall not be deemed to be payment for rent in advance nor shall it be treated or used by the tenant as payment for rent due under this Agreement without prior consent of the Landlord and shall be retained by the Landlord until the expiration of the term hereby created but the said sum or any part thereof applied in or towards payment of fees charges outstanding or for making good any breach of this Agreement on the part of the Tenant BUT SUBJECT as aforesaid shall be refunded to the Tenant without interest thereon upon the expiration of the term hereby created.
  - (b) To pay the monthly rent at the time and in the manner as set out in Section 6a, 6b and 6c of the Schedule.
  - (c) To apply at his own expense and to pay for the telephone bills and all charges for other public utilities supplied (such as water bills, electricity bills, Indah water and others) to the Said Premises from the 6<sup>th</sup> of December 2021 to the 5th of December 2022.
  - (d) Not to make any structural alterations in or additions to the Said Premises without the written consent from the Landlord.

- (e) Should the Landlord permitting such structural alterations or additions to the Said Premises, the Tenant must restore the Said Premises, upon termination of the Tenancy Agreement to the original form.
- (f) The Landlord shall be entitled to terminate the Tenancy Agreement before its expiry date by giving one (1) week prior notice in writing to the Tenant in the event that the Tenant infringe any of the bylaws or regulations in force or cause any nuisance or annoyance or inconvenience to the occupants of the adjacent or neighboring properties.
- (g) Not to keep on the Said Premises any articles or things of dangerous or explosive or noxious nature or those articles not approved by Laws.
- (h) To keep the Said Premises and the entire Landlord's installations and fixtures and fittings (include the list of Inventory detailed below) therein in good and tenantable repair and proper working order, fair wear and tear accepted and the Tenant will be liable to pay for any part thereon. For the avoidance of doubt, the condition of the Said Premises at point of entering into this tenancy agreement is in Schedule 14.
- (i) Not to assign or sublet or part with the possession or share the occupation or use of the Said Premises or any part thereof to any person.
- (j) To use the Said Premises for the purpose (s) stated in Section 11 of the Schedule hereto only.
- (k) At the Tenant's own expense and responsibility to comply with the requirements of any Government or local Authority under the provision of any Act or of any regulations or by-laws of the local Authorities or any written law which may be in force at any time during the term hereby granted in so far as such requirements relate to the Tenant.
- (l) To permit the Landlord and his agents, servants and others to enter upon the Said Premises at all reasonable time need notice for the purpose of viewing the state and condition thereof or for any other reasonable purpose and forthwith to make good, at the Tenant's own expense within one month any defects caused by the Tenant's occupations of the premises, found upon the Said Premises of which notice shall be given by or on behalf of the Landlord.
- (m) Upon the termination of this tenancy to deliver to the Landlord the Said Premises in good tenantable repair condition order fair, wear and tear accepted and preservation as shall be in strict compliance with the Tenant's stipulations contained herein and with all locks keys and fastenings complete.
- (n) To abide by the existing house rules issued by the Said Premises management office and any new rules issued by the Said Premises management office from time to time.

- (o) Not to conduct any illegal or immoral activities in the Said Premises.
- (p) At all time to keep the whole of the demised premises including the walls in a proper and sanitary condition.
- (q) Not to smoke and keep any pet in the Said Premises
- (r) To indemnify and keep indemnified the Landlord against summons actions, proceedings, claims and demands cost damages and expenses which may be levied or brought against the landlord or which the Landlord may pay, sustain or incur by reason directly or indirectly as a result of any act or omission of the Tenant or use of the Said Premises

2. THE LANDLORD HEREBY AGREES AND COVENANTS WITH THE TENANT as follows: -

- (a) To pay all quit rents, taxes, assessments, maintenance and management fees of the property and other outgoing which are or may hereafter be charged or imposed upon the premises and payable by the Landlord.
- (b) The Tenant paying the rent and performing and observing the covenants herein contained and on the Tenant's part to be performed and observed shall peaceably Hold and enjoy the premises during the said terms without any lawful interruption or disturbance from or by the Landlord or any person rightfully claiming under or in trust for the Landlord.
- (c) The Landlord shall ensure that the Said Premises are adequately insured.

3. PROVIDED ALWAYS and it is hereby agreed as follows: -

- (a) Two (2) months prior to the expiry of the term created herein the Landlord may upon receipt of a written notice by the Tenant grant to the Tenant a further term as provided for in Section 10 of the Schedule subject to such terms and conditions as may be mutually agreed upon by the parties hereto.
- (b) If the rent hereby reserved or any part thereof shall remain unpaid for Seven (7) days after becoming due (although no formal or legal demand shall have been made therefore) or in the case of a breach or non-performance of any of the stipulations herein mentioned to be performed by the Tenant it shall be lawful for the Landlord be entitled to take possession of the Said Premises (excluding the tenant's personal possession and property) without notice, including 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 cease and determine and the deposit shall be forfeited to the Landlord but without Prejudice

to any right of action the Landlord may have against the Tenant in respect of the unpaid rent or any antecedent breach of the stipulation therein contained.

- (c) Unless otherwise specifically provided for of the Schedule hereto, the stamp duty any legal fees in respect of this Agreement shall be borne and paid by the Tenant.
- (d) If the Tenant should terminate the Tenancy hereby created at any time before the expiration of the term the said deposit stated in Section 7&8 shall then be absolutely forfeited by the Landlord without prejudice to any right of action the Landlord may have against the Tenant in respect of the unpaid rent or any antecedent breach of the stipulation herein contained.
- (e) The Landlord shall refund to the Tenant the said deposit on the expiry of the term of this Tenancy (or the renewed term thereof if it has been renewed) but should the Landlord determine the expiry of the tenancy before the tenancy period ends, the Landlord shall pay to the Tenant an additional two (2) months' rental.
- (f) For sixty (60) days before the expiration of the Tenancy, the landlord or his agents shall be permitted to enter the Said Premises at reasonable times with prior appointment with tenant to show the property for RENT or SALE to prospective Tenant or Buyer.
- (g) Any notice required to be given under this Agreement shall be in writing and any notice to the Landlord shall be deemed to be sufficiently served if addressed to the Landlord and left at or sent by registered post to the Landlord at the address stated in Section 2 of the schedule. Any notice sent by registered post shall be deemed to be given at the time when in due course of post it would be expected to be delivered to the address to which it is sent.
- (h) In this Agreement where the context so requires words importing the singular number or the masculine gender included the plural number or feminine gender and words importing persons include corporation and vice versa.
- (i) This Agreement shall be binding upon the heirs, personal representative, assignees and successors in title of the parties hereto.

AS WITNESS WHEREOF the parties hereto have hereunto set their hands  
the day and year first above states

**Unit B-13-09 Inventory list**

**ENTRANCE/ LIVING ROOM/ KITCHEN/ DINING:**

ITEMS	CHECK IN	CHECK OUT	ITEMS	CHECK IN	CHECK OUT
Air Conditioning with Remote			Refrigerator		
Ceiling Fan with Remote			Cooker and Cooker Hood		
1 unit TV with TV Cabinet			Kitchen Cabinet		
Curtain set			Washing Machine		
Dining table with 4 chairs			Microwave		
1 Seater Sofa with Coffee Table			Dish Rack		
Shoes Rack			Down Lights		
Sink, Tap, Bidet, Mirror, Toilet Bowl, Shower head			Ceiling Light (Entrance)		
Down Lights (Hall Toilet)			Ceiling Light (Balcony)		
Padlock and Key			Intercom Phone		
Door Bell					

**MASTER BEDROOM:**

**SECOND BEDROOM:**

ITEMS	CHECK IN	CHECK OUT	ITEMS	CHECK IN	CHECK OUT
Air Conditioning with Remote			Air Conditioning with Remote		
Ceiling fan with Remote			Ceiling fan with Remote		
Curtain set			Curtain set		
Build in Bedroom Wardrobe			Build in Bedroom Wardrobe		
Queen size bed and Mattress			Queen size bed and Mattress		
Pillows	0		Pillows	0	
Down lights			Down lights		
Sink, Tap, Bidet, Mirror, Toilet Bowl, Shower head			Side Table		
Down Lights (Toilet)					
Study Table					

**SMALL BEDROOM**

ITEMS	CHECK IN	CHECK OUT
Air Conditioning with Remote	1	
Ceiling fan with Remote	1	
Curtain set	1	
Build in Bedroom Wardrobe	1	
Queen size bed and Mattress	1	
Pillows	0	
Down lights	1	
Side Table	1	

**OTHERS:**

ITEMS	CHECK IN	CHECK OUT	ITEMS	CHECK IN	CHECK OUT
Key- Wooden Door			Duplicated Key- Wooden Door		
Key- Grill Gate			Duplicated Key- Grill Gate		
Key- Rooms: Master and Second Room)			Duplicated Key- Rooms: Master and Second Room)		
Key- Letter Box					
Access Card					
Parking Card					

Upon vacate of premises, unit must be cleaned.

Inspected and confirmed physical existence.

SIGNED by the LANDLORD:

NAME : **FOONG HI SHING**

NRIC : **900802-07-5762**

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SIGNED by the TENANT:

NAME : HE XIN  
PASSPORT : EJ2101732

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NAME : CHEN YANJUN  
PASSPORT : EG0946173

Chen Yanjun .

NAME : YAN LINGYUE  
PASSPORT : E20412582

Yan Lingyue .

WITNESSED BY :

NAME :  
NRIC :

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## THE SCHEDULE

SECT NO	ITEMS	PARTICULARS
1.	Date of Agreement:	This 6 <sup>th</sup> day of December 2021
2.	Description of LANDLORD	Name : <b>FOONG HI SHING</b> NRIC : <b>900802-07-5762</b> Address :
3.	Description of TENANTS	a) Name : <b>HE XIN</b> Passport : <b>EJ2101732</b>  b) Name : <b>CHEN YANJUN</b> Passport : <b>EG0946173</b>  c) Name : <b>YAN LINGYUE</b> Passport : <b>E20412582</b>  Address :  <b>B-13A-09</b> <b>South View Serviced Apartments,</b> <b>Jalan Kerinchi Kiri 2, Kampung Kerinchi,</b> <b>59200 Kuala Lumpur.</b>
4.	Description of Said Premises	The Demised Premises known as, <b>South View Serviced Apartments,</b> <b>Jalan Kerinchi Kiri 2, Kampung Kerinchi,</b> <b>59200 Kuala Lumpur</b>
5 a.	Term of Tenancy	<b>1 YEAR (12 Months)</b>
5 b.	Commencement date	<b>From: 6<sup>th</sup> December 2021</b> <b>To : 5<sup>th</sup> December 2021</b>
6 a.	Monthly Rental	<b>Ringgit Malaysia TWO Thousand and SIX Hundred only. (RM2600)</b>
6 b.	Date of payment of rental on or before	Within the first 7 <sup>th</sup> day from the commencement date
6 c.	Bank Name and Details	

7.	Security Deposits (2 months rental)	<b>Ringgit Malaysia FIVE Thousand and TWO Hundred Only. (RM5200)</b>
8.	Utility Deposits (half month rental)	<b>Ringgit Malaysia ONE Thousand and THREE Hundred Only. (RM1300)</b>
9.	Option To Renew	ONE (1) year at a rental to be mutually agreed upon.
10.	Use of the Said Premises.	Strictly for Residential purpose only in the Schedule of 1 (d) and 1 (e).  This unit is for 4 tenants only. Not more than that.
11.	Outgoings to be borne by Tenant	Telephone, sewerage, electricity, water, gas, internet, Astro monthly charges, servicing of 4 units air-conditioner, cleaning of all curtains, cleaning of the Said Premises upon returning of keys and replacing bulbs.
12.	Others	a. The 2 months security deposit cannot be used to offset the final 2 months rental. It will be hold by the Landlord as security deposit for the demised premises and will be refunded back to the Tenant upon returning back of the keys & access cards in good condition at the end of the tenancy, and upon due performance and observance of the tenancy Agreement by the Tenant.  b. The half month utilities deposit will only be refunded back to the Tenant upon proof of full settlement of all outstanding utility bills and proof of service receipt/ other fees such as the cleaning of the air-conditioning units servicing fee, cleaning of all curtains fee & professional cleaning fee (refer The Schedule under Section No. 12)
13.	Condition of the Said Premises	___ numbers of Photographs
14.	Tenant's Proof of Documents	Copy of Passport.