

Dated the 08 NOV 2021

GFG HOME REALTY SDN BHD
(1091923-V)
(as Landlord)

AND

ABDULLAH RASHIDEEN B RADZI
960202035833

TENANCY AGREEMENT

29, JLN PENAGAI2/KS6, BANDAR BOTANIC 41200, KLANG

Technician Support :

Management Support :

✘ Services Hotline Team A : 016-7238761(Whatapps)

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Served By:

Agent Name : JASON SHUM

Agent Contact : 01126866878

GFG HOME REALTY SDN. BHD
(1091923-V)

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4 SPECIAL OR ADDITIONAL TERMS AND CONDITIONS

The parties hereto also agree to the terms and conditions stated in the Second Schedule, in addition to and not in derogation of the other terms and conditions of this Agreement, and to perform, observe, comply with and be bound by all such terms and conditions stated in the Second Schedule.

5 THE TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:-

5.1 covenant to pay the Rent

The Tenant shall duly and punctually pay the Rent in accordance with Clause 2 and Section 5B of the First Schedule, without any deductions and without any further or formal request or demand thereof (whether written or oral) by the Landlord.

5.2 covenant to pay and maintain the Deposits

The Tenant shall pay and maintain the Security Deposit and the Utilities Deposit in accordance with the provisions of Clause 3.

5.3 covenant not to assign, underlet, etc

Not to assign, sublet or part with the actual or legal possession of the use of Demised Premises or any part thereof for any term whatsoever without the consent of the Landlord

5.4 covenant to clean and repair and notify of any damages and defects

The Tenant shall at all times and at its own cost and expense, clean and maintain the Demised Premises and keep the same in a clean condition. The Tenant shall further notify the Landlord of any damage or defect in the Demised Premise.

5.5 covenant to allow inspection and repair by the Landlord

The Tenant shall permit the Landlord by its duly authorized agents and/or servants, with or without workmen and appliances, at all reasonable times, and upon giving prior written notice to the Tenant, to enter upon and view the state and condition of the Demised Premises. Upon such inspection, should the Landlord find any repairs and replacement necessitated due to the fault of the Tenant (with the exception of normal wear and tear), the Landlord shall be entitled to serve upon the Tenant notice in writing specifying and requiring any repairs or replacements to be carried out by the Tenant at the Tenant's cost and expense and if the Tenant shall not, within fourteen (14) days after the service of such notice, proceed diligently with the execution of such repairs or replacements, then the Landlord shall be entitled (but not obliged) at any time upon giving prior notice to the tenant, to enter upon the Demised Premises by its duly authorized agents and/or servants, with or without workmen and appliances, to execute such repairs. The costs so incurred by the Landlord shall be paid by the Tenant to the Landlord upon demand by the Landlord and shall be a debt forthwith due from the Tenant to the Landlord recoverable by action.

6 LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

6.1 covenant for quiet enjoyment

So long as the Tenant shall duly and punctually pay the Rent hereby reserved by the installment, the times and in the manner herein provided and duly perform and observe all the Tenant's covenants and obligations under and in relation to this Agreement, the Tenant shall peaceably possess and enjoy the Demised Premises during the term of the Tenancy without any interruption by the Landlord or any person lawfully claiming through, under or in trust for the Landlord.

6.2 covenant to insure

The Landlord shall insure and keep insured the Demised Premises (but excluding the Tenant's goods, properties, effects, fittings, fixtures and any alterations, renovations or additions to the Demised Premises effected or executed by the Tenant pursuant to this Agreement and also excluding such goods and properties as may be held or kept by the Tenant in, on or about the Demised Premises) against loss or damage by fire provided that nothing herein contained or implied shall be read or construed as prohibiting the Landlord from taking out such other insurance against such other risks as the Landlord deems fit for the Landlord's own benefit.

6.3 covenant to repair

The Landlord shall expeditiously upon being notified in writing by the Tenant, at the costs of the Landlord, rectify or engage such contractors to rectify any structural defects/damage to the Said Building, roof leakage, burst water pipes or water tank arising from normal wear and tear, or damage not due to acts/omissions of the Tenant

7 RE-ENTRY AND TERMINATION BY THE LANDLORD

If any installment of the Rent herein reserved is not paid on the due date thereof as provided in this Agreement (whether formally demanded or not) or if any of the Tenant's covenants and obligations in or under this Agreement shall not be duly performed or observed or if the Tenant allows or suffers any judgment to be entered against the Tenant to remain unsatisfied for a period of twenty-one (21) days or suffers any distress or execution to be levied on its goods or if the Tenant is adjudged a bankrupt, then and in any of such events, it shall be lawful for the Landlord immediately or at any time thereafter and without any liability whatsoever to the Tenant, to determine/terminate the Tenancy by giving to the Tenant at least twenty four (24) hours' notice in writing to such effect, whereupon:-

- 7.1 the Tenancy shall be forthwith determined/terminated with effect from the expiry of the Landlord's aforesaid notice of termination;
- 7.2 the Landlord shall be immediately entitled, but without prejudice to any of its other rights, powers of remedies (whether conferred by or arising by virtue of this Agreement or any laws) to vacant possession of the Demised Premises to the exclusion of the Tenant, and the Tenant shall immediately and in any event before the expiry of the Landlord's aforesaid notice of termination peacefully quit and yield up the Demised Premises in accordance with the provisions of Clause 5.14, and if the Tenant does not do so, the Landlord shall then be entitled without any liability to the Tenant or further notice to the Tenant to re-enter upon the Demised Premises or any part thereof in the name of the whole (forcibly if necessary) to the exclusion of the Tenant (notwithstanding that the Tenant may not have removed any of its properties or goods from the Demised Premises at that time and landlord/agent shall not guarantee to tenant properties or goods in the Demised Premises) and to

15. CLEANING
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8. COST

(Clause 9.2.1) The Tenant shall bear all costs (state in Clause 9.2.2) and expenses of and incidental to the preparation, negotiation and execution of this Agreement including stamp duty on this Agreement and its own legal fees and expenses.

If tenant looking for renew the contract, tenant need to pay another 15% of legal fees.

9. RECONNECT FEES

If Tenant pay the rental later than a month period, the Tenancy agreement will be terminate without prior notice. If tenant wish to reconnect the tenancy agreement, Tenant shall pay the reconnect fees of RM50.

10. REPLACEMENT FEES

If tenant wish to terminate the tenancy agreement before the due date, tenant have to find replacement and replacement fees of RM150 have to bear by tenant. The new Tenant shall bear all costs (state in clause 9.2.1 and 9.2.2)

11. INSPECTION AND REPAIR BY THE LANDLORD/TENANT

(Clause 6.5) The tenant shall bear any repairs or replacement necessitated due to the fault of the Tenant (with the exception of normal wear and tear).

- "NOTWITHSTANDING the exception of fair wear and tear provided hereof, all light bulbs of the light fittings, fuses of electrical appliances and Demises Premises door lock (exclusive sharing door lock) provided by the Landlord may, upon their being blown or fused, be replaced by the Tenant at the Tenant's cost. There is a 3 month warrantee for all electrical equipment upon the tenant commencing date"

Should there be any service required by the Tenant; the Tenant may contact the Landlord (as stated under Section 1) or Agent. The repairs or replacements costs are required to be bear by the Tenant (clause 5.5)

12. PURPOSE OF DEPOSIT

The deposit and tenancy agreement shall only serves for room renting purpose. The deposit is not valid for; or to be converted to any house renting purpose.

13. ROOM REPLACEMENT

Should the landlord intend to terminate the tenancy agreement due to unavoidable reason, at least 7 days prior notice shall be given to the tenant. Landlord/Agent is responsible to replace a new environment/room to the tenant. If tenant not satisfy with the replacement, tenant has the right to terminate the contract and Landlord is obliged to refund the deposit to the tenant.

14. MAINTENANCE FEES

To pay all rates, maintenance and service charges and other outgoing which the Landlord is not hereby made liable to pay and are hereinafter to be charged on the Demised Premises payable by the Tenant

5.6 covenant in respect of alterations

5.6.1 The Tenant shall not make, carry out, execute or otherwise effect any alterations, renovations or additions in, on, to or about the Demised Premises (and in particular, the Tenant shall not demolish or remove any part of the Said Building or any of the Landlord's fittings, fittings, installations or equipment in, on, under or about or forming part of or serving the Demised Premises, whether by demolishing, removing, cutting or marking any roof, ceilings, walls, partitions, timber, floors or any part of the Said Building or any of the Landlord's fittings, fittings, installations or equipment in, on, under or about or forming part of or serving the Demised Premises)

5.7 covenant relating to use of the Demised Premises

5.7.1 The Tenant shall use the Demised Premises only for the purposes stated in Section 10 of the First Schedule provided always that such use of the Demised Premises by the Tenant shall also be subject to the provisions of Clause 5.7.2.

5.7.2 The Tenant:-

- (a) shall not use or permit to be used the Demised Premises or any part thereof for any unlawful or illegal or immoral purpose
- (b) shall not hold, keep or store or permit to be held, kept or stored in, on or about the Demised Premises or any part thereof:-
 - (i) any arms, weapons, ammunition, unlawful goods, gun-powder, saltpeter, kerosene or any explosive, combustible, toxic or radioactive substance; or
 - (ii) any goods, properties, materials or substances the holding, keeping or storage of which is prohibited or restricted by any law or directive or which may contravene any law or directive; or
 - (iii) any goods, properties, materials or substances the holding, keeping or storage of which may cause or result in any increase in the rate or amount of premium payable by the Landlord for insurance against loss or damage by fire or any other risks as the Landlord at its absolute discretion considers appropriate or necessary or any insurance for compensation for loss of earnings from the Demised Premises or any other insurance from time to time and at any time taken out by the Landlord for or in respect of or in relation to the Demised Premises;
- (c) shall not use or permit to be used the Demised Premises or any part (or do or permit or suffer to be done) anything in on or about the Demised Premises which may constitute a nuisance to, or give reasonable cause for complaint by, the occupiers of adjoining and neighboring premises;
- (d) shall not use the Demised Premises or any part thereof for nonresidential purposes or keep or permit or suffer to be kept any pets or other animals in the Demised Premises without the consent of the Landlord;
- (e) shall not hold or permit or suffer to be held any sale by auction on the Demised Premises or any part thereof;
- (f) shall not bring or permit to remain in, on or about the Demised Premises any safes, machinery, goods or other articles which shall or may strain or damage the Demised Premises or which shall or may otherwise affect the structure or structural integrity of the building upon which the Demised Premises is located; and
- (g) shall not use or permit or suffer the use of the Demised Premises for storing goods or merchandise other than goods and merchandise belonging to or held by the Tenant

3.2

Utilities Deposit

- 3.2.1 The Tenant shall on or before the Handover Date, pay to the Landlord a utilities deposit in the amount stated in Section 7 of the First Schedule hereto as a deposit for the due performance by the Tenant of its covenant and obligation herein to duly pay all utilities charges (including electricity charges) supplied to or consumed on the Demised Premises.
- 3.2.2 The Landlord shall be entitled at any time (whether before or after the expiration or sooner determination of the Tenancy), if any utilities charges supplied to or consumed on the Demised Premises shall not have been paid by the Tenant, to appropriate from the Utilities Deposit such amount(s) as shall be necessary or required in or towards payment of such utilities charges Provided that nothing herein shall be taken, read or construed as the assumption by the Landlord of any of the Tenant's obligations or liabilities to pay all utilities charges supplied to or consumed on the Demised Premises. Landlord shall subsidize the electricity and water bill up to RM300 per month. Any amount more than RM300, tenants have to absorb the cost based on number(s) of room in the house. 90% charges of electricity will go to room with a/c and 10% goes to room without a/c and water bill may equally separate to every tenant.

3.3 Rent Free Period

Not applicable.

3.4 No Set-Off etc

Notwithstanding anything to the contrary express or implied in or by this Agreement or by law or otherwise, the Security Deposit and the Utilities Deposit shall be deemed to be, or treated as, payment of the Rent (or any part thereof), and the Tenant shall not be entitled at any time to set-off against the Security Deposit and the Utilities Deposit any installment or installments of the Rent or any other moneys whatsoever due from or owing or payable by the Tenant to the Landlord under or pursuant to or in connection with this Agreement.

3.5 Refund

When the Tenancy expires, the Landlord shall after the Expiry Date and after landlord received the key within 14 working days only refund back to the Tenant, free of interest, the Security Deposit (or the balance thereof, as the case may be) and the Utilities Deposit (or the balance thereof, as the case may be) provided that:-

- (a) all Rent and all other moneys whatsoever due from or owing or payable by the Tenant to the Landlord under or pursuant to or in connection with this Agreement shall have been fully paid to the Landlord; and
- (b) the Tenant has duly performed, observed and complied with all its covenant under Clause 5.14 and all the Tenant's other covenants and obligations under, pursuant to or in connection with this Agreement (and if there shall then be any subsisting default or breach by the Tenant of any of its covenant or obligations under, pursuant to or in connection with this Agreement, such default or breach has been remedied by the Tenant to the satisfaction of the Landlord).
- (c) The tenant have to fulfill the term above (after the expiry date and after landlord received the key) only landlord will proceed the refund within 21 days.

exercise and avail itself of all its rights, powers and remedies (including its rights under Clause 5.14 and 5.6.1 and all its other rights conferred by this Agreement or any statute or any laws; and

73 the Security Deposit and Utility Deposit shall be forfeited to the Landlord absolutely and the Landlord shall be entitled to claim against the Tenant for the amount of the Rent for the remaining or unexpired term of the Tenancy but such forfeiture shall be without prejudice to the Landlord's rights, remedies and powers against the Tenant for any arrears of installments of Rent which had fallen due before such termination by the Landlord and all other sums of moneys whatsoever owing or payable by the Tenant to the Landlord under or pursuant to or in connection with this Agreement together with interest thereon.

8 SUSPENSION OF THE RENT

8.1 The Landlord shall not be bound or compelled to rebuild or reinstate the Demised Premises (or any part thereof, as the case may be) unless the Landlord in its absolute discretion thinks fit. However, the Landlord shall within thirty (30) days of the destruction or damage referred to in, decide whether or not to rebuild or reinstate the Demised Premises (or part thereof, as the case may be). If the Landlord shall decide not to rebuild and reinstate the Demised Premises (or any part thereof), then the Landlord shall on or before the aforesaid thirty (30) day period serve notice in writing to the Tenant to such effect and provided that such destruction or damage shall not have been caused by any act, omission or default of or by the Tenant and/or its servant(s), agent(s), licensee(s) and/or invitee(s), the Rent herein reserved for the remaining or unexpired term of the Tenancy shall cease to be payable from the date of such destruction or damage as aforesaid rendering the Demised Premises (or as the case may be, a substantial part thereof) unfit for use, and the Tenancy shall be deemed to have been determined by mutual consent of the parties hereto on the date on which the Demised Premises (or as the case may be, the substantial part thereof) is damaged or destroyed as aforesaid and becomes unfit for use and the Landlord shall forthwith refund to the Tenant the Security Deposit and the Utilities Deposit but without prejudice to the rights and remedies of either party hereto in respect of any antecedent breach by the other party hereto of its covenants and obligations under or in connection with this Agreement.

9 MISCELLANEOUS PROVISIONS

9.1 No waiver by the Landlord/Cumulative Rights of the Landlord

The acceptance of the 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 or obligations herein contained. Save as otherwise provided in this Agreement, time shall be of the essence of this Agreement but no failure on the part of the Landlord to exercise, and no delay on the part of the Landlord in exercising, any right, power or remedy under or in connection with this Agreement will operate as a waiver thereof, nor will any single or partial or defective exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy by the Landlord. Further, the knowledge or acquiescence by the Landlord of or in a breach or non-observance or non-performance by the Tenant of any terms and conditions of this Agreement shall not constitute a waiver of such and/or any other terms and conditions.

CLEANING SERVICE

cleaning services (if any) required by the Tenant, the tenant may contact the Landlord (as stated under clause 1) or Agent for necessary arrangement and quotation. The cleaning service to be carried out by the Landlord/ Agent's duly authorised agents and/or servants. The costs for the cleaning services will be equally divided and to be bear by all the Tenants under the Demised premises.

TENANT PRIVILEGE

Tenant can enjoy 3%, 4%, 5% and 6% discount if tenant pay one off payment for 3, 6, 9 and 12 month rental. If the tenant wishes to terminate the tenancy agreement, discount package will consider not valid and the discount rate for previous month will deduct from the advance payment and balance will return to tenant.

17. NOW IT IS HEREBY AGREED BETWEEN THE PARTIES as follows: -

Upon execution of this Agreement, the Tenant shall pay to the Landlord the sum or sums as stated in Section 6 & Section 7 of the First Schedule as deposit and security for the due observance and performance by the Tenant of the terms and conditions of the Tenancy hereby created. The said sum(s) shall be refunded by the Landlord to the Tenant without interest at the expiration of this Tenancy provided that if the Tenant is in breach of any of the provisions of this Agreement on the part of the Tenant to be observed and performed, the Landlord shall be entitled to deduct from both rental deposit and utilities deposit such sum as is found due to Landlord as a result of such breach without prejudice to any other claims against the Tenant. **The said deposit shall not be treated as payment of the rental by Tenant.**

18. TENANCY PERIOD

The security and utilities deposit will be forfeit if the tenant did not fulfill within the tenancy period.

19. USAGE CONTROL BY THE LANDLORD

Tenant is not allowed to switch on the air-conditional when tenants are not in the Demised premises. Landlord may fine a RM300 or terminate contract with immediate effect if tenants breach the rules.

20. ELECTRICITY AND WATER SUBSIDIES

Landlord will subsidies the electricity and water bill for the Demised premises RM300 per month. Calculation for overdue have state in section 4.2.2

21. RESTRICTION OF CERTAIN ELECTRICAL APPLIANCES

Tenant is not allowed to install or utilize any electronic and electrical appliances that are not provided by the Landlord or stated in the contract, such as additional Air-condition (Fixed or Portable); or any other electronic system that consume current more than 5.3A / 1200W.

9.2 Costs

9.2.1 The Tenant shall bear all costs and expenses of and incidental to the preparation, negotiation and execution of this Agreement including stamp duty on this Agreement and its own legal fees and expenses. The Tenant shall also, unless otherwise provided in the Second Schedule, bear and pay the Landlord's legal fees and expenses in respect of the preparation, negotiation and execution of this Agreement.

9.2.2 The Tenant shall further, upon demand therefor made by the Landlord pay all fees, costs, charges and expenses (including the Landlord 25% of legal fees and expenses on a full indemnity basis) incurred by the Landlord in enforcing this Agreement, whether such fees, costs, charges and expenses shall be incurred in the giving of any notice to the Tenant, the recovery of monies payable by the Tenant under this Agreement or recovery of vacant possession of the Demised Premises, by legal proceedings or otherwise howsoever.

9.3 Notices

Not applicable

9.4 Time

Time whenever and wherever mentioned is of the essence of this Agreement.

9.5 Cumulative rights

The rights and remedies provided in this Agreement are cumulative and not exclusive of any other rights, powers or remedies available to the Landlord, whether provided by any statute or other laws or otherwise.

9.6 Successors

This Agreement shall be binding upon the respective successors in title of the Landlord and the Tenant.

10 FINISHES, FIXTURES AND FITTINGS PROVIDED

The Third Schedule contains specifications of finishes, fixtures and fittings provided in the demised premises. The tenant shall be responsible for the upkeep of the finishes, fixtures and fittings, failing which (with the exception of fair wear and tear) will have to repair or replace the damaged parts

11 CONDITION OF DEMISED PREMISES AS OF COMMENCEMENT DATE

For avoidance of doubt, the original state of the Demised Premises as of the commencement date of the tenancy, is that of a good tenable condition, complete with finishes, fittings and fixtures as specified in the Third Schedule.

SECOND SCHEDULE
(referred to in Clause 4)

ADDITIONAL OR SPECIAL TERMS AND CONDITIONS OF THE TENANCY
REFERRED TO IN CLAUSE 4

In addition to and not in derogation of the terms and conditions of the Tenancy hereinabove set out in this Agreement, the Landlord and the Tenant also hereby agree to the following terms and conditions:-

1. Upon the execution of this Agreement, the Tenant shall deposit with the Landlord the following document:-

(a) Photocopy of the Tenant's Company employment letter/name card and NRIC copy (Submit the same details of The tenant's family or friend that will stay inside the Demised premises)

4. OPTION FOR RENEWAL

If the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further mutually agreed term commencing on the day immediately following the Expiry Date and shall have given written notice to such effect to the Landlord not later than the ninetieth (90th) day falling before the Expiry Date, THEN AND PROVIDED ALWAYS that the Tenant shall have, throughout the term of the Tenancy and up to the Expiry Date duly and punctually paid the Rent herein reserved at the times and in the manner herein stipulated and duly performed and observed all its covenants and obligations under or in connection with this Agreement, the Landlord shall renew the Tenancy and let the Demised Premises to the Tenant for the aforesaid further term at such rent as shall be the then prevailing market rent mutually agreed upon by the parties hereto and upon and subject to the terms and conditions of this Agreement save and except as follows:-

- 4.1 the Security Deposit shall not be refunded to the Tenant on the Expiry Date. Instead, the Security Deposit and the Utilities Deposit shall be adjusted so that it shall be equal to two (2) monthly installments and One (1) monthly installments respectively of the rent for the aforesaid further term referred to in and determined in accordance with paragraph 1.1 above; and
- 4.2 all the terms and conditions of this Agreement, save and except for the option for renewal under this paragraph 1, shall apply mutatis mutandis to the renewed tenancy for the aforesaid further term.

5. NUMBERS OF TENANT (s) PER ROOM

Tenant has to follow the term and condition per room with maximum 2 tenants in a room. Second tenant details have to submit to landlord as per describe in (Second schedule 1(a)). Landlord has the authority to fine RM300 to tenant or adjust the rate of rental if any of the tenants breach the rules.

6. MAINTENANCE/ SERVICE BY TENANT

Tenant has to responsible to the maintenance fees of air conditional once a year.

7. PURPOSE OF USE

The Demised premises are not allowed for any function or party.

A TENANCY AGREEMENT made at 08 NOV 2021 and description are stated in Section 1 of the First Schedule (hereinafter referred to as "The Landlord") of the one part and the party whose name and description are stated in Section 2 of the said Schedule (hereinafter referred to as "The Tenant") of the other part

WHEREBY THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:-

1 AGREEMENT FOR THE TENANCY

The Landlord hereby agrees to grant, and the Tenant hereby agrees to accept, a tenancy of the Demised Premises for the term stated in Section 4A of the First Schedule commencing on the Commencement Date and expiring on the Expiry Date, at the Rent payable by the Tenant to the Landlord in accordance with Clause 2 and Section 5B of the First Schedule and upon and subject to the terms and conditions of this Agreement.

2 THE RENT

The Tenant shall pay the Rent by the installments and at the times stated in Section 5B of the First Schedule, without any deductions and without any further or formal request or demand (whether written or oral) by the Landlord thereof.

3 THE DEPOSITS

3.1 Security Deposit

3.1.1 The Tenant shall on acceptance of this tenancy, pay to the Landlord a security deposit in the amount stated in Section 6 of the First Schedule hereto as a security for the due performance and observance by the Tenant of all and singular the Tenant's covenants and obligations under or in connection with this Agreement.

3.1.2 The Landlord shall be entitled, upon the expiration or sooner determination of the Tenancy, to deduct from the Security Deposit:-

- (a) such amount(s) (whether Rent (or any part thereof) or otherwise whatsoever or howsoever) as may then be outstanding from or owing or payable by the Tenant to the Landlord under or pursuant to or in connection with this Agreement but remaining unpaid;
- (b) the costs of any repairs and replacements of or to the Demised Premises (including any repairs and replacements of any of the Landlord's fixtures, fittings, installations, equipment (and any part or parts thereof or therefore) in, on, under or about or forming part of or serving the Demised Premises); and
- (c) any other loss or damage whatsoever incurred or suffered by the Landlord as a result or by reason of or arising from or in connection with any breach, non-performance, non-observance or non-compliance by the Tenant of any of its covenants and obligations under or in connection with this Agreement.

3.1.3 The Tenant shall at all times during the term of the Tenancy maintain the Security Deposit in the amount stated in Section 6 of the First Schedule, and shall immediately upon demand by the Landlord from time to time and at any time, pay to the Landlord such additional or further amount(s) as shall be necessary to maintain the Security Deposit in such amount.

THIRD SCHEDULE

- i. Do not drill the wall, if Landlord found any drilling on the wall there will be a charge of RM10 per drill.
- ii. If landlord does not receive tenant's monthly rental within 7 days, landlord has the right to terminate the tenancy agreement without prior notice.
- iii. Please take good care of the equipment that has been provided in your room & the facilities in the house. Tenants are responsible to bear the cost if any damaged found.
- iv. Tenants have to clean up the cooking stove after used and take good care of the cleanliness in the Demise premise all the time.
- v. If landlord does received major complaint from any parties, landlord has the right to terminate tenancy agreement of the particular tenant without any prior notice
- vi. Each belongings or room space of others tenant is consider as his/ her private ownership, he/ she has the ultimate right to protect or disallow other tenant from using it. Under any circumstances, tenants are not allowed to intrude other tenant privacy.
- vii. If there is any electrical break down, please do not attempt to recovery by your own, and please do contact the Landlord/ Agent as adequate assistance will be attended soonest if possible.
- viii. Tenants should take good care of his/ her belongings as Landlord will not be responsible for any loss or damaged of tenants belongings.
- ix. Tenants have right to raise concerns or log in complaint. Landlord will act accordingly based on situation and will keep it as Private & Confidential.
- x. Do not allow any stranger or Uniform Officer to enter the Demises Premises without Landlord permission.
- xi. If tenant tends breach any rules and regulation as above, landlord have the right to issue warning letter to the particular tenant. If the tenant had received more than two warning letter, landlord have the right to terminate the contract without any prior notice.
- xii. If Tenants forget to bring your room key or left your key in your room and you need assistant from agent/landlord to open the door, each service will be charge RM80. Any loss of keys where landlord/agent has to duplicates a new key to tenant; each service will be charge RM150. Payment must be made by tenants once the service is done. Any service given to tenant will charge 50% extra from the original rate if service been given within 9.00pm to 9.00am.
- xiii. That any burglary, theft or fire or any other disturbance at the Demised Premises however caused to or any loss incurred by person in the demised premises or to the personal effects of the tenant shall not be liability of the Landlord.
- xiv. If tenant wish to change the door padlock, tenant must pass the duplicate copy of key to landlord/agent for emergency purpose.

REPAIR

to and without prejudice to any of the Landlord's rights, powers and remedies whatsoever (whether conferred on the Landlord by or arising by virtue of this Agreement or any laws), the Tenant shall pay to the Landlord interest on such installment or other amount (as the case may be) as aforesaid which shall be calculated at the rate of ten percent (10%) per annum (as well after as before any court order or judgment) from the due date therefore (in the case of an installment which is in arrear) or the date of the Landlord's demand (in the case of other moneys whatsoever as aforesaid), until the date the same is fully paid to the Landlord.

5.14 covenant to yield up

The Tenant shall immediately upon the expiration of the Tenancy, or as the case may be, immediately upon the sooner determination of the Tenancy, quit and deliver vacant possession of the Demised Premises to the Landlord by:-

- 5.14.1 removing at the Tenant's own cost and expense all signs erected or installed by the Tenant in, on, about or near the Demised Premises and all the goods and properties belonging to the Tenant as well as all goods and properties held by the Tenant in on or about the Demised Premises; and
- 5.14.2 delivering at the Tenant's own cost and expense all keys to the Demised Premises to the Landlord and peacefully yielding up to the Landlord at the Tenant's own cost and expense the Demised Premises together with all the Landlord's fixtures, fittings, equipment and other installations whatsoever in on or about or forming part of or serving the Demised Premises to a vacant state and condition in accordance and in compliance with Clauses 5.6.1 or such state and condition satisfactory to the Landlord.

The Landlord's rights, powers and remedies under the foregoing provisions of this Clause 5.14 are in addition to and not in derogation of the Landlord's other rights, powers and remedies provided or conferred by this Agreement, by any statute and any other laws.

5.15 To Maintain Air Conditioner

To maintain all the air-conditioning units (if any) within the room in tenantable repair (fair wear and tear excepted) during the Term of Tenancy at the Tenant's own costs. Provided always nothing herein shall make it incumbent on the Tenant to compensate for any major replacement or extensive repairs to the air-conditioning units save and except where replacement or repairs are caused by the negligence of or misuse by the Tenant, its servants and/or agents or through lack of maintenance.

5.16 covenant to pay water, electricity, sewerage and telephone and all utilities charges as well as covenant to pay for security guard charges

The Tenant shall duly pay all charges for sewerage, telephone services and other utilities supplied to or for the Demised Premises before the due date of each utility bill for the period commencing on the date on which possession of the Demised Premises is delivered to the Tenant pursuant to this Agreement until the date on which the Tenant peacefully yields up and delivers vacant possession of the Demised Premises to the Landlord. The Tenant shall pay for security guard charges (if any) within the duration of this Tenancy. Tenant shall pay the remaining electricity and water bill after deduction of landlord subsidies of RM300 per month.

for and in connection with the Tenant's business subject however to the provisions of this Clause 5.7.2.

- (h) shall observe and conform to all rules and regulations imposed or to be imposed by the Landlord including the local Resident Association (if any) or any other authorities from time to time.
- (i) shall ensure that all blinds shades awning window ventilators and other fittings and fixtures installed by the Tenant with the consent of the Landlord conform to the reasonable requirements and standards of the Landlord as to design quality and appearance.

5.8 covenant relating to removal of refuse, discharge and emission of matters

The Tenant shall not use the Demised Premises or any part thereof in such manner whereby dirt, rubbish, or other debris accumulates in, on or about the Demised Premises or outside the Demised Premises.

5.9 covenant to permit laying of wires, pipes, and to give access for repair of adjoining premises etc.

The tenant shall not involve in any renovation such as hacking in the Demised Premises which affects structure of the house includes interior or exterior.

5.10 covenant in respect of insurance

The Tenant shall not do or permit to be done on the Demised Premises anything whereby the policy or policies of insurance taken out by the Landlord on the Demised Premises in respect of the Demised Premises against loss or damage by fire or any other risks as the Landlord at its absolute discretion considers appropriate or necessary or for compensation for loss of earnings from the Demised Premises or any other insurance from time to time and at any time taken out by the Landlord for or in respect of or in relation to the Demised Premises may be rendered void or voidable or whereby the rate(s) or amount of premium for any such insurance may be increased, and shall pay to the Landlord on demand any such increase and any expenses incurred by the Landlord in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord in respect of such breach or non-observance.

5.11 covenant to observe laws, etc.

The Tenant shall observe and comply with all laws and directives relating to and/or affecting the Demised Premises and the use thereof which are now in force or may hereafter be enacted or imposed by the appropriate authorities.

5.12 covenant in respect of notices for relenting etc.

The Tenant shall permit the Landlord or its servants or agents at any time during the three (3) months immediately preceding the expiration of the Tenancy to affix and retain on any part of the Demised Premises, a notice for the relating thereof and to permit prospective tenants and others with written authority from the Landlord or its agents (and accompanied by the Landlord's servant(s) and/or agent(s)), upon giving reasonable notice and at reasonable times of the day, to enter and view the Demised Premises.

5.13 covenant to pay interest

If for any reason whatsoever the Tenant does not pay to the Landlord any installment of the Rent when due under the terms of this Agreement or any other amount payable by the Tenant to the Landlord under or pursuant to or in connection with this Agreement upon demand, then in addition

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