BETWEEN

WU JIAN (Passport No. G59420544)

(Landlord)

AND

ABBES RAMZI (Passport No. 21CH16369) (Tenant)

TENANCY AGREEMENT

in respect of

J-03-01, Residensi Duta Kiara, Jalan Duta Kiara, 50480, Kuala Lumpur.

TENANCY AGREEMENT

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

Date & Parties to the Agreement

WHEREAS:-

 The Landlord is the legal and beneficial owner and/or registered proprietor of the Demised Premises described in Section 4 of the First Schedule hereto (hereinafter referred to as the "Demised Premises"). Demised Premises

2. The Landlord is desirous of letting and the Tenant is desirous of taking the Demised Premises with furnishings, fixtures, fittings and furniture as described in the **Second Schedule (Inventory List)** hereto on an "as is where is basis" upon the terms and conditions hereinafter contained.

Inventory

Recitals:

3. The Tenant being a natural person or the occupant (in the case of the Tenant being a Company) is an expatriate currently holding or in the process of applying for a valid work permit to work in Malaysia.

Corporate/Expatriate Tenant Or Expatriate Occupant

NOW THIS AGREEMENT WITNESSETH as follows:-

1. The Landlord hereby lets and the Tenant hereby takes a tenancy of the Demised Premises together with the use and enjoyment of the common facilities used in conjunction with the Demised Premises **TO BE HELD** by the Tenant for the term of tenancy specified in **Section 6** of the First Schedule hereto (hereinafter referred to as the "Term of Tenancy") from the date specified in **Section 7.1** of the First Schedule hereto (hereinafter referred to as the "Commencement Date") to the date specified in **Section 7.2** of the First Schedule hereto (hereinafter referred to as the "Expiry Date") at an agreed monthly rental specified **Section 8** of the First Schedule hereto (hereinafter referred to as the "Reserved Rent") payable in advance and without demand by before the date of each and subsequent calendar month specified in **Section 9** of the First Schedule hereto and subject to the terms and conditions hereinafter contained.

Agreement to rent Demised Premises

Term of Tenancy

Commencement and Expiry Date

Reserved Rent

Date Payable

2. The Tenant shall upon execution of this Agreement pay the Landlord the sum specified in **Section 10** of the First Schedule hereto (receipt whereof the Landlord hereby acknowledges) (hereinafter referred to as the "Security Deposit") as security for the due observance and performance by the Tenant of all his duties and obligations hereunder and on its part to be performed and fulfilled. The Security Deposit shall be maintained at this figure during the Term of Tenancy and shall not without the previous written consent of the Landlord be deemed to be or treated as payment of rent and the same shall be returned to the Tenant free of interest within a period of not more than fourteen (14) days from the date of expiry or sooner determination of the term hereby created less any sum as may then be due to the Landlord for damage caused to the Demised Premises by the Tenant (damage due to normal wear and tear excepted).

Security Deposit

3. The Tenant shall also upon the execution of this Agreement pay the Landlord the sum specified in **Section 11** of the First Schedule hereto (hereinafter referred to as the "Utilities Deposit") as deposit towards water, electricity, gas (if any) and sewerage charges. The Utilities Deposit less any sums as may then be payable by the Tenant (if any) towards such utilities shall be refunded free of interest to the Tenant on the expiry or sooner determination of the term hereby created.

Utilities Deposit

TENANCY AGREEMENT

4.	THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:-	Tenant's Covenants
4.1.	To pay the Reserved Rent by before the days and in the manner aforesaid without demand.	To pay Reserved Rent without demand
4.2.	To pay all charges in respect of water, electricity, sewerage, gas (if any), telephone, internet, television programs and any other outgoings payable in respect of the Demised Premises and for that purpose, to produce all bills for such utilities and outgoings when required to do so by the Landlord.	To pay all utilities, etc.
4.3.	To use the Demised Premises as a place of residence in the occupation of one (1) family and only up to maximum 4 persons at any time during the tenancy.	Private Residence for one family only
4.4.	To observe all the house rules and regulations made by the Building Management of the development complex.	To observe all House Rules
4.5.	Not to use the Demised Premises for any illegal, unlawful or immoral purpose.	Not to use Demised Premises for any illegal purposes
4.6.	Not to do or permit anything to be in or upon the Demised Premises or any part thereof which may or is likely to become a nuisance, annoyance and/or danger to the owners and/or occupiers of adjacent and/or nearby residential units and premises and to indemnify the Landlord in respect of any claims arising therefrom.	Not to commit nuisance and indemnify the Landlord
4.7.	At all times, to keep and maintain furnishings, fixtures, fittings and furniture as described in the Second Schedule (Inventory List) hereto and decorative items (if any) in good and tenantable repair (damage due to fair wear and tear excepted) and to replace and substitute any electrical/ florescent/incandescent/ halogen/energy saving bulbs/tubes/lamps at their own costs during the Term of Tenancy.	To keep interior in good repair
4.8.	Not to make or permit any alteration in the construction or structure of the Demised Premises nor to cut, alter or injure any of the walls, timbers or floors of the Demised Premises nor to hack any holes or drive anything whatsoever into the walls or to bore any holes into the ceiling without the previous written consent of the Landlord and if the timber finish of the floor (if any) is scratched and/or damaged, to varnish and restore the same to its original condition upon termination of this Agreement.	Not to make alterations and to maintain premises in present state
4.9.	Forthwith to give the Landlord notice in writing of any structural defects in the Demised Premises.	To give notice of structural defects
4.10.	In respect of the maintenance of the air-conditioners (if any), the Landlord shall bear the costs of major repair and tenant shall maintain and service all the air-conditioners regularly (recommended every 6 months) or as and when necessary during the Term of Tenancy. The receipt shall be kept and produced to the Landlord whenever it is required.	Air-conditioning maintenance & service
4.11.	At the expiration or sooner determination of the Term of Tenancy i) To replace the Landlord's furnishings, fixtures, fittings and furniture as described in the Second Schedule (Inventory List) hereto and decorative items within the Demised Premises which may have become damaged (fair wear and tear excepted) or lost by direct substitution i.e. replacement of equivalent value and quality.	To make good/replace any lost/damaged items, etc

ii) To service all air conditioning units, patch up all holes & touch up paintwork on walls, clean the entire Demised Premises, wash all cushion covers and curtains and ensure all electrical/florescent/incandescent/halogen/energy saving bulbs/tubes/lamps (if any) are in good working conditions before handover.

4.12. To permit the Landlord and his duly authorised representatives upon giving Two (2) days' previous notice in writing at all reasonable times to enter upon and examine the condition of the Demised Premises, whereupon the Landlord shall be entitled to serve upon the Tenant a notice in writing specifying therein any repairs necessary to be carried out (fair wear and tear excepted) and requiring the Tenant forthwith to execute the same and if the Tenant shall not within thirty (30) days after service of such notice proceed diligently with the execution of such repairs or work or the making of such replacement then it shall be lawful for the Landlord to enter upon the Demised Premises and execute such repairs or work or make such replacement and the costs thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.

To permit entry for inspection and do repairs

4.13. Not to do or permit to be done on the Demised Premises anything which may or will infringe any of the laws, by-laws or regulations made by the Government or any competent authority affecting the Demised Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rate or rates of premium payable thereon may be increased and to repay the Landlord all sums paid by way of an increased premium.

Not to do acts which will affect Landlord's insurance

4.14. Not to do or permit anything whereby the policy or policies of insurance on the Demised Premises against damage by fire may become void or voidable or whereby the rate of premium be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses incurred by him in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments including courier charges and legal fees shall be a debt due and forthwith recoverable by the Landlord.

Fire Insurance

4.15. To insure his own valuables and belongings including all additional furnishings fixtures and fittings brought thereon the Demised Premises against loss and damage by fire or theft during the Term of Tenancy.

Tenant to take own insurance for personal belongings

4.16. At the expiration or sooner determination of the Term of Tenancy hereby created to peaceably and quietly yield up the Demised Premises to the Landlord with all the furniture, fixtures and fittings (except the Tenant's fixtures and fittings) therein in good and tenantable repair in accordance with the Tenant's covenants herein before contained.

To yield up Demised Premises furnishings, fixtures and fittings in good repair

4.17. Not to assign, sublet or otherwise part with the actual or legal possession or use of the Demised Premises or any part thereof whatsoever without first obtaining the consent in writing of the landlord.

No subletting

4.18. **Two (2) months'** written notice of termination of this agreement shall be given to the Landlord. The Tenant shall permit persons with the written authority from the Landlord or his agents upon giving prior reasonable written notice at all reasonable times of the day for prospective tenants to enter and view the Demised Premises two (2) months prior to the expiry of the Term of Tenancy.

2 months termination notice and to allow viewing

4.19 Not to store any illegal or contraband goods in the Demised Premises nor any goods which may cause damage or danger to the Demised Premises.

Illegal or contraband goods

4.20. Sales & Services Tax

TENANCY AGREEMENT

The Tenant shall be responsible for the payment of the Sales and Services Tax (hereinafter referred to as "SST") in the event that SST is levied by the Government of Malaysia in respect of the Reserved Rent payable under the Terms of the Tenancy and any renewal thereof. The Tenant hereby undertakes and covenants to pay the SST, if applicable, at such rate as may be determined by the Government of Malaysia from time to time and such payment shall be paid over to the Landlord together with the payment of Reserved Rent as and when the rental payment is due under the Terms of the Tenancy.

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

Landlord's Covenants

5.1. To pay the quit rent, assessment, service charges, and other outgoings relating to the Demised Premises other than those herein agreed to be paid by the Tenant.

To pay quit rent assessment and service charges

5.2. To insure and keep insured the Demised Premises, furnishings, fixtures and fittings belonging to the Landlord against loss and damage by fire during the Term of Tenancy.

Fire Insurance

5.3. Upon the Tenant paying the Reserved Rent, hereby reserved and observing and performing the covenants, obligations and stipulations herein on his part contained, to allow the Tenant to peaceably hold and enjoy the Demised Premises during the Term of Tenancy without any interruption from the Landlord or any persons rightfully claiming through under or in trust for the Landlord.

To allow quiet enjoyment

5.4. To ensure that the main structure walls, floors, roofs, drains, electricity system, water system, all fixtures and fittings of the Demised Premises are in good and tenantable repair throughout the Term of Tenancy hereby created PROVIDED ALWAYS that where such repairs under this covenant shall become necessary by reason of the negligence or wilful default of the Tenant, then the Tenant shall carry out such repair at its own cost and expense. If, however, it would not be possible to determine whether the repairs were due to the said negligence or wilful default, then the Landlord shall carry out the required repairs and then may claim back the cost of the same from the Tenant should the negligence or wilful default be proven at a later time.

To ensure all fixtures and fittings are in good working order

5.5. In the event that the Landlord fails to carry out any repairs to the main structure walls, floors, roofs, drains, electricity system, water system and other fixtures and fittings of the Demised Premises within ten (10) days of notice being given by the Tenant and/or the Occupant, the Tenant and/or Occupant shall be at liberty to undertake the repairs and thereafter deduct the cost and expense incurred by the Tenant from any rental owing to the Landlord and/or charge the cost and expense from the Landlord. All monies due under this provision shall be paid by the Landlord within seven (7) days upon receipt of the invoice. This provision shall be always subject to the condition that in respect of urgent repairs as well as issues of utilities supply, the relevant time limit shall be twenty four (24) hours' notice.

Repairs to be done within 10 days

5.6. Upon termination of the tenancy herein created the Landlord shall refund to the Tenant the Security Deposit and Utilities Deposit within fourteen (14) days free of interest after due deductions for all costs incurred by the Landlord in making good all damages to the Demised Premises (fair wear and tear excepted) and in payment of any arrears of rent, sewerage, Astro (if applicable) or charges for the supply of water, electricity, telephone and

Outstanding payments and Refund of deposits

internet broadband services incurred in the Demised Premises and which remain unpaid and any other sum due and payable to the Landlord.

6. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES as follows:-

Mutual Covenants

6.1. If at any time the Reserved Rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven (7) days after becoming payable from the due date as stipulated in Section 9 of the First Schedule or if any of the Tenant's covenants shall not be performed or observed or if the Tenant shall suffer execution on the Demised Premises or if the Tenant shall become a bankrupt or being a company or corporation shall go into liquidation otherwise than for the purpose of amalgamation or reconstruction or if the Tenant for the time being shall enter into any composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods then and in any of those events it shall be lawful for the Landlord or any persons authorised by the Landlord on his behalf at any time thereafter to serve a forfeiture notice upon the Tenant pursuant to Section 235 of the National Land Code and if the Tenant fails to remedy the breach within fourteen (14) days of the service of the said forfeiture notice the Landlord or any persons authorised by the Landlord on his behalf shall be at liberty to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants herein contained.

Forfeiture & Power of reentry

6.2. If the Demised Premises or any part thereof at any time during the Term of Tenancy be destroyed or damaged by any cause (other than the act or default of the Tenant or any servant of the Tenant or any person who is in the Demised Premises with his permission whether express or implied) so as to be unfit for occupation and use for a period greater than fourteen (14) days then the Reserved Rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for habitation and use. If the Demised Premises shall not be rebuilt or reinstated by the Landlord within one (1) month after the event either the Landlord or the Tenant may at any time thereafter give to the other a notice in writing to terminate this tenancy and thereupon this agreement shall cease and be void as from the date of the occurrence of such damage or destruction but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant or of the Landlord in respect of the Reserved Rent hereby reserved until such date.

Destruction or damage to Demised Premises

Unfit for use for 14 days

Suspension of Reserved Rental

Termination in event of non-reinstatement after 1 month

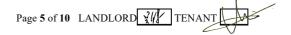
6.3. Notwithstanding anything herein contained, the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect thereof:-

No claims against Landlord

Any interruption in any of the common facilities used and enjoyed in conjunction with the Demised Premises occasioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, Act of God or cause beyond the control of the Landlord or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of electricity or water telephone service or labour disputes. Interruption in services, etc.

ii) Any damage injury or loss arising out of the leakage of the piping, wiring and other systems in the residential/building complex.

Leakage, etc.



2022

iii) Any damage or loss of the goods and chattels of the Tenant as a result of theft, robbery or any other wilful and destructive act committed by outsiders beyond the control of the Landlord.

Damage to Tenant's belongings, etc

6.4. There shall be no termination of the tenancy during the entire term of twelve months by either party. Should the Tenant desire to determine the term hereby granted, the Tenant may then give two (2) months' notice in advance in respect of such termination or two (2) months' rent in lieu thereof. In the event that the Tenant terminate the Tenancy within the first twelve months thereof, the Security Deposit will be forfeited automatically.

Early termination

6.5. In the event the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term, the Tenant shall give the Landlord <u>NOT LESS</u>

<u>THAN TWO</u> (2) months' written notice of the same. The Landlord shall grant the Tenant a further term of tenancy based on terms and conditions to be agreed by both parties.

Renewal of Tenancy

6.6. Without prejudice to Clause 6.1, the Tenant shall pay interest on demand to the Landlord on any monies which are or become due and payable pursuant to the provisions of this agreement or due upon judgment to the Landlord until such time as all outstanding moneys including interest shall have been paid in full. The rate of interest applicable shall be at the rate of eight per centum (8%) per annum and such interest shall accrue and be calculated on a daily basis.

Interest on late payment of Reserved Rent

6.7. In the event the Landlord shall be desirous of selling the Demised Premises prior to the expiration or the term hereby created, the Landlord hereby covenants undertakes and agrees that such sale shall be subject to this tenancy and shall procure the purchaser to continue with the terms and conditions of this Agreement in lieu of the Landlord and the Tenant hereby agrees to allow prospective purchaser at all reasonable times to enter upon and examine the Demised Premises upon reasonable notice given by the Landlord.

Sale of Demised Premises subject to Tenancy

Permission to view

6.8. All costs and incidental to the preparation and completion of this Agreement including Stamp Duty shall be borne by the Tenant.

Costs of preparing agreement and Stamp Duty

6.9. Any notice in writing under the terms and conditions of this Agreement to be sent shall be sufficiently served on the Tenant if left addressed to him on the Demised Premises or forwarded to him by registered post to his last known address and any notice to the Landlord shall be sufficiently served if sent by registered post or delivered personally to him at the address herein given and shall be deemed to be sufficiently served at the time when in the ordinary course of post would have been delivered.

Service of notices

6.10. No relaxation or forbearance delay or indulgence by the Landlord in enforcing any of the terms and conditions of this Agreement nor the granting of any time by the Landlord shall prejudice affect and/or restrict the rights and powers of the Landlord hereunder.

Relaxation or forbearance or indulgence of Landlord

6.11. The First and Second Schedule (Inventory List) hereto shall be taken read and construed as an essential part of this Agreement.

Schedule and Inventory

- 7. In this Agreement:-
- 7.1. The terms "Landlord" and the "Tenant" shall include their heirs, personal representatives and successors-in-title;

- 7.2. Words importing the masculine gender only shall include the feminine and neuter gender; and
- 7.3. Words importing the singular number shall include the plural number and vice versa.
- 8. This agreement is governed by, and to be construed in accordance with, the laws of Malaysia and the parties submit to the exclusive jurisdiction of the Courts of Malaysia, waive any objection on the grounds of venue or forum of convenience or any similar grounds, and consent to service of process by mail or on other any manner permitted by the relevant law.
- 9. The Tenant shall not assign its rights under this agreement unless it has the Landlord's written consent, which shall not be unreasonably withheld.
- 10. The parties may waive a right under this agreement only if it does so in writing. The parties does not waive a right simply because it
 - (1) fails to exercise the right;
 - (2) delays exercising the right; or
 - (3) only exercises part of the right.

A waiver of one breach of a term of this agreement does not operate as a waiver of another breach of the same term or any other term.

- 11. This agreement and any agreement to let entered into between the Tenant and the Landlord in respect of the Demised Premises:
 - (a) constitutes the entire agreement and understanding between the parties with respect to the matters dealt with in this agreement;
 - (b) supersedes any other previous agreement, letters, correspondence (oral or written or expressed or implied) entered into prior to this agreement in respect of the matters dealt with in this agreement; and
 - (c) was not entered into by the parties in reliance of any agreement, understanding, warranty or representation of any party not expressly contained or referred to in this agreement.
- 12. No amendment, variation, revocation, cancellation, substitution or waiver of, or addition or supplement to, any of the provisions of this agreement will be effective unless it is in writing and signed by both of the parties.
- 13. The rights and remedies provided in this agreement are cumulative, and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy shall affect or impairs any such right or remedy.
- 14. Knowledge or acquiescence by any party of, or in, any breach of any of the provisions of this agreement shall not operate as, or be deemed to be, a waiver of such provisions and, notwithstanding such knowledge or acquiescence, such party shall remain entitled to exercise its rights and remedies under this agreement, and at law, and to require strict performance of all of the provisions of this agreement.
- 15. Time wherever mentioned is of the essence of this agreement, both as regards the dates and periods specifically mentioned and as to any other dates and periods which may be agreed in writing between the parties.

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

SIGNED by the below named Landlord

X 1 4

Name: WU JIAN

Passport No.: **G59420544**

in the presence of

Name. NRIC No:

AND

SIGNED by the below named Tenant

Name: ABBES RAMZI Passport No: 21CH16369

in the presence of

Name Chester Tan

NRIC No: 900928-01-6653

FIRST SCHEDULE

SECTION		PARTICULARS
1.	Date of Agreement	The 21st day of January 2022
2.	Description of Landlord	Name : Wu Jian Passport No : G59420544
3.	Description of Tenant	Name : Abbess Ramzi Passport No : 21CH16369
4.	Description of Demised Premises	J-03-01, Residensi Duta Kiara, Jalan Duta Kiara, 50480 KL
5.	Car Park Bay	2 bays
6.	Term of tenancy	One year and with the option to renew of One year
7.	7.1 Commencement Date 7.2 Expiry Date	31st January 2022 30th January 2023
8.	Reserved Rent	RM 6,000 per month
9.	Date payable	By 31st of each and every subsequent month
10.	Security Deposit	RM 12,000 (equivalent to two (2) months' Reserved Rent)
11.	Utility Deposit	RM 3,000 (equivalent to half (1/2) month Reserved Rent)

Monthly rental shall be deposited into the Landlord's Bank Account as follows:-

Bank : Bank of China (Beijing Branch)

Account Name : Wu Jian

Account No : 6216610100011084148

Switch Code : BKCHCNBJ110

Address of Bank : 2 Chaoyangmennei Dajie, Chaoyang District, Beijing, China.

Remarks : Please state Living Expense, Travel Fee, Current Expenses

MAINTENANCE CHECK LIST

This is to confirm that the landlord / landlord's representative / agent and the tenant / tenant's representative / agent has inspected all the facilities provided for in the Demised Premises and accepted them in good working condition and capacity / capacities. Both parties hereby agreed that each party shall be responsible respectively for extent of repair works as follows:

LANDLORD	TENANT
Air-conditioner	Air-conditioner
(replacement of spare part)	(normal service all air-conditioning regularly at
	least once every 6 months)
Water heater, flush system, shower head	Lighting & Remote Controller
(replacement of spare part)	(replacement of bulb & to replace old battery
	regularly)
Refrigerator	Drainage system
(replacement of spare part)	(clogging & leaking)
Washing machine	Hinge for wardrobe, cabinet & kitchen cabinet
(replacement of spare part)	(replacement of screw, to maintain good
	condition)
	Furnitures & Paraquet Flooring
	(to clean and maintain good condition)
Dryer	Curtain / Blind / Roller / Carpet / Mattress
(replacement of spare part)	Protector / Sofa / Fabrics
	(to clean and maintain good condition)
Built-in cabinet	Water filter, cooker hood filter
(replacement of main spare part or frame)	(replacement of cartridge)
Ventilation fan	All electrical items including microwave, gas
(replacement of spare part)	hob and cooker hood
	(to maintain good condition inclusive normal
	servicing & replacement of filters)

Upon termination of this tenancy agreement, the tenant shall responsible the following items:-

- a) to thoroughly clean the whole Demised Premises include all the curtains, fabrics, mattress protectors, sofa and carpets; and to include a move-out cleaning service by professional cleaner. Cleaning issues will NOT be considered as normal and wear, under any circumstances whatsoever.
- b) to service all the air-conditioners (both blowers and compressors) by air-conditioners technicians.
- c) to thoroughly clean, make good and tenantable repair all electrical items, furnishings, fixtures and fittings (normal wear and tear excepted).
- d) to ensure plumbing system are in good working conditions.
- e) to pay all due date charges in respect of water, sewerage, electricity, gas and all others utilities supplied to the apartment.

Tenant will need to provide receipt for the above.

Confirmed by the Tenant	
Name: Abbes Ramzi	
Date	