

DATED THIS _____ DAY OF January 2022

BETWEEN

Tai Fui Ming
(LANDLORD)

And

Himal Bandara Konara Mudiyansele
(TENANT)

TENANCY AGREEMENT

13A-7(Studio), Mutiara Residency Condo,
No. 69 Jalan Thamby Abdullah, Brickfields
50470 Kuala Lumpur

TENANCY AGREEMENT

AN AGREEMENT made this day of January 2022

Between

The party whose name and particulars appear in Part Two of The First Schedule ("Landlord") of the one part;

And

The party whose name and particulars appear in Part Three of The First Schedule ("Tenant") of the other part.

WHEREAS:

1. The Landlord is the registered and/or beneficial owner of the property described in Part Four of The First Schedule ("the Demised Premises").
2. The Landlord is desirous of letting and the Tenant is desirous of taking a tenancy of the Demised Premises upon the terms and subject to the conditions stipulated herein.

NOW IT IS HEREBY AGREED as follows:

1. Agreement

In consideration of the rent hereinafter reserved and the covenants on the part of the Tenant hereinafter contained, the Landlord hereby lets to the Tenant the whole of the Demised Premises for a term stated in Part Five of The First Schedule commencing on the day and year set out in Part Six of The First Schedule and terminating on the day and year set out in Part Seven of the same at the monthly rent and payable in the manner stipulated in Part Eight of The First Schedule.

2. Tenant's Covenants

The Tenant hereby covenants with the Landlord as follows:-

- (a) To pay the reserved rent on the days and in the manner aforesaid;
- (b) To pay on the execution of this Agreement the Rental Deposit and Utility Deposit in respect of electricity, water and other amenities supplied to and consumed by the Demised Premises as set out in Part Nine of the First Schedule (hereinafter collectively referred to as "the Deposit Sum") to the Landlord as security for the due observance and performance by the Tenant of the stipulated terms and conditions of this Agreement. The Deposit Sum shall be maintained at this figure during the period of this Tenancy and shall not be deemed to be treated as payment of rent and utility bills, and the same will be returned to the Tenant without interest on the determination of this Agreement less such sum(s) as may then be due to the Landlord;

- (c) To pay all charges and outgoing in respect of electricity, water, gas, telephone, sewerage (Indah Water), refuse collection and all other utilities and amenities which shall be consumed or supplied to the said Demised Premises during the term hereby created and to produce receipts for such payments as and when required by the Landlord;
- (d) At all times during this Tenancy to keep the interior of the Demised Premises and all windows, doors, locks, fasteners, water closets, cisterns, pipes, walls main entrance, light fittings and central air-conditioners together with all additions and appurtenances thereto including the fittings and fixtures in good and tenable repair and to do all repairs and works necessary to put and keep the same in such repair and proper working order (fair wear and tear and damage by fire or tempest only excepted);
- (e) To use and occupy the Demised Premises for the lawful purposes only as described in Part Ten of The First Schedule;
- (f) Not to use the Demised Premises for any illegal or unlawful purposes and not to do or permit or suffer anything to be done upon the Demised Premises or any part thereof which may be or become a nuisance to or give reasonable cause of complaint from the occupiers of any neighboring premises or may infringe any of the laws, by-laws or regulations made by the Government or any other competent authority affecting the Demised Premises;
- (g) To permit the Landlord and its duly authorized agents with or without workmen at all reasonable times to enter upon the Demised Premises with prior intimation to the tenant and to view the state and conditions thereof. The Landlord may serve upon the Tenant notice in writing specifying any repairs or work necessary to be done or replacement necessary to be made in respect of such damage (fair wear and tear excepted) and require the Tenant forthwith to execute such repairs or work or make such replacement 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 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;
- (h) Not to keep, store or accumulate in the Demised Premises inflammable liquid or materials or any other things which shall constitute a fire hazard;
- (i) Not to do or permit suffer to be done or anything whereby the policy or policies of insurance on the Demised Premises against loss or damage by fire for the time being subsisting may become void or voidable or whereby the rate of premium may be increased and to make good all damages suffered by the Landlord and to repay to the Landlord all sums paid by the Landlord by way of increased premiums and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant;

- (j) To insure and keep insured the Tenant's own goods, machinery and /or chattels in, at or on the Demised Premises against all loss and fire or otherwise up to the full value thereof and to pay all premium necessary for the purpose;
- (k) To indemnify and keep indemnified the Landlord against summonses, actions, proceedings, claims and demands, costs, damages and expenses which may be levied, brought or made against him or which he may pay, sustain or incur by reason of any act or omission of the Tenant or use of the Premises by the Tenant;
- (l) Save in so far as the Landlord is made liable therefore by statute, not to hold the Landlord liable for any damage or injury caused to the Tenant, his agents, servants, licensees and/or invitees on the Demised Premises which may happen as a result of the negligence, improper management, breakage, or want of repair of any part of the said Demised Premises or any fittings, fixtures, furniture and/or equipment therein and to indemnify the Landlord for all damages or claims arising therefrom;
- (m) Not to carry out any alterations, additions or renovation works, structural changes and/or construction works to the Demised Premises without the prior consent in writing of the Landlord and upon such consent being obtained, the Tenant shall undertake to apply for and obtain the necessary consent for the alterations, additions or renovation works, structural changes and/or construction works from the relevant authorities all costs and expenses of which shall be borne solely by the Tenant and further provided the Tenant shall reinstate the Demised Premises to its original condition (save and except for the removal of any existing partitions which need not be restored) without damage upon determination of the term hereby created or its renewal thereof;
- (n) That at any time during the two (2) calendar months immediately preceding the determination of this Tenancy, the Tenant shall permit the intending tenants and others with written authority from the Landlord or its agent at all reasonable times of the day to enter and view the Premises; and
- (o) At the expiration or sooner determination of this Tenancy peaceably to surrender and yield up to the Landlord the Demised Premises with any additions thereto in good and tenantable repair and condition in accordance with the foregoing covenants. All unwanted materials must be removed from the premise.

3. Landlord's Covenants

The Landlord hereby covenants with the Tenant as follows:-

- (a) To permit the Tenant, if it punctually pays the rent hereby reserved and observes and performs the several covenants and stipulations on its part herein contained, peaceably to hold and enjoy the Premises during this Tenancy without any disturbances by the Landlord or any person lawfully claiming under or in trust for the Landlord;

- (b) To pay all Assessment and Quit Rent from time to time due in respect of the Demised Premises and other outgoings which the Tenant is not hereby made liable to pay;
- (c) To insure and keep insured the Demised Premises from loss or damage by fire and to pay premium thereby incurred; and
- (d) Upon termination of the Tenancy herein created the Landlord shall refund to the Tenant the Deposit Sum free of interest after due deductions for all costs incurred by the Landlord in making good all damages to the Premises (fair wear and tear excepted) and in payment of any arrears of rental or service charge for the supply of water, electricity and telephone, if any, incurred in the said Demised Premises and which remain unpaid and any other sum due and payable to the Landlord.

4. Mutual Covenants

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED as follows:-

- (a) If the rent hereby reserved or any part thereof shall be in arrears and unpaid for seven (7) days at any time after becoming due whether formally demanded or not or if any of the other covenants stipulations or agreements on the part of the Tenant herein contained shall not be performed or observed or if the Tenant shall have a receiving order made against it or shall make any assignment for the benefit of its creditors or enter into any agreement or make any arrangement with its creditors by composition or otherwise or suffer any distress or attachment or execution to be levied against its goods or being a company enter into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) then in any of such cases it shall be lawful for the Landlord at any time thereafter to serve a forfeiture notice upon the Tenant pursuant to Section 235 of the National Land Code and it is hereby mutually agreed that a reasonable time in which to remedy the breach the subject matter of the said forfeiture notice is fourteen (14) days and upon the expiration of the period specified in the said forfeiture notice without the breach complained of having being remedied the Landlord shall be at liberty to re-enter upon the said Demised Premises or any part thereof in the name of the whole and thereupon this Tenancy shall absolutely determine and the Landlord shall be entitled to forfeit the Deposit Sum but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained;
- (b) If the Demised Premises or any part thereof shall at any time during the term of this Tenancy be destroyed or damaged by fire or otherwise so as to render the Demised Premises unfit for occupation or use and the policy of insurance effected by the Landlord or the Tenant shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the Tenant then the rent herein before reserved or a fair and just 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 occupation

or use. The Landlord may (but shall not be obliged) elect to restore, reinstate or rebuild the Demised Premises or any part thereof as soon as practicable after the damage provided always that if the Landlord elects not to restore, reinstate or rebuild, the Landlord shall inform the Tenant within fourteen (14) days from the date of damage occurred whereupon the Tenancy shall be terminated;

- (c) If the Tenant wishes to renew the Tenancy of the said Demised Premises after the expiry of the terms herein granted, the Tenant shall give written notice to the Landlord at least two (2) months prior to the expiry of the term herein and provided if there shall then be no subsisting breach of any of the Tenant's obligations under this present Tenancy, the Landlord shall at or before the expiration of the terms hereby granted and at the cost of the Tenant, grant to the Tenant a new Tenancy of the said Demised Premises for a further term as set out in Part Eleven of The First Schedule provided that the new monthly rental shall be agreed upon by both parties subject to the then prevailing market rental and upon the same terms and conditions as contained herein save and except for Clause 2(b) and this clause PROVIDED THAT in the event no agreement is reached as to the rental or the terms of the renewal this Tenancy shall be deemed to be forthwith terminated and whereupon the Tenant shall surrender the said Demised Premises to the Landlord in accordance with provision herein;
- (d) The Tenant agrees to rent the said Demised Premises minimum for a full one (1) year period beginning from the commencement date as set out in Part Six of the First Schedule, failing which the Landlord shall be entitled to forfeit the Security Deposit stipulated in Part Nine of the First Schedule. Then after, notwithstanding the provisions contained herein the Tenancy created herein may be terminated by either party hereto by giving at least two (2) months advance notice in writing to be served on the other party in a manner provided herein. In the event of the Tenant not having given such written notice to the Landlord, the Landlord shall be entitled to two (2) months rental in lieu thereof; Refer to Other important terms under First Schedule term (i) for exception;
- (e) In addition and without prejudice to any other rights power or remedy of the Landlord herein if the rent or other monies due to the Landlord shall at any time remain unpaid by the 7th day of any of the calendar month or within seven (7) days from the due date, as the case may be (whether formal or legal demand shall be made or not), then the Tenant shall pay to the Landlord interest thereon at the rate of ten per centum (10%) per annum calculated on a daily basis accruing from the 8th day of the month when the rent is in arrears until the date of full payment and the Landlord shall be entitled forthwith to recover such interest.
- (f) Any notice requiring to be served hereunder shall be in writing and shall be sufficiently served on the Tenant if left addressed to it on the Demised Premises or forwarded to it by registered post to its last known address and any notice to the Landlord shall be sufficiently served if sent by registered post or delivered personally to it at the address herein given;
- (g) The costs and expenses of and incidental to this Agreement including stamp duty and shall be borne and paid by the Tenant;

- (h) In this Tenancy where the context so admits:-
- (i) the expression “the Landlord” and “the Tenant” include the respective successors and assigns of the Landlord and the Tenant;
 - (ii) words importing the masculine gender only include the feminine and neuter genders and words importing the singular number only include the plural and vice versa;
- (i) Time wherever mentioned shall be the essence of this Agreement.

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

SIGNED by)
for and on behalf of the Landlord)
in the presence of:-)

SIGNED by)
for and on behalf of the Tenant)
in the presence of:-)

THE FIRST SCHEDULE

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

1. **Date of Agreement:** January 2022

2. **Name and Address of the Landlord:**

NAME : Tai Fui Ming
ADDRESS : Lot 3, Block B, Grd Floor Bundusan Plaza
88830 Kota Kinabalu
Sabah

I/C No : 630324-12-5686

3. **Name and Address of the Tenant:**

Name : Himal Bandara Konara Mudiyansele
Address : c/o Orsted Services Malaysia Sdn Bhd (981571-V)
Suite 32-1 Level 32 UOA Corporate Tower,
Avenue 10, The Vertical
Bangsar South City Kuala Lumpur

Passport No: N7887804 (Sri Lanka)

4. **Description of the Demised Premises:**

TYPE : Condominium
ADDRESS : 13A-7(Studio) Mutiara Residency Condo
No. 69 Jalan Thamby Abdullah, Brickfields
50470 Kuala Lumpur

5. **Duration of Tenancy** : One(1) year

6. **Date of Commencement of Tenancy** : 29 January 2022

7. **Date of Termination of Tenancy** : 28 January 2023

8. **Monthly Rent and Manner of Payment:**

MONTHLY RENTAL : RM1,100/- (Ringgit Malaysia: 1,100only)

RENTAL PAYABLE BY : Before the **29th of every month** to be banked into

Name : Lee Choon Foh

Maybank Account No: 1628 8901 3553

9. **Deposits:**

SECURITY DEPOSIT : RM2200/- (Ringgit Malaysia: 2200 Only) equivalent to Two (2) months rental

UTILITIES DEPOSIT : RM550/- (Ringgit Malaysia: 550 Only) equivalent to Half (1/2) month rent

10. **Authorized Use of Demised Premises** : For Residential use only

11. **Duration of Renewal Option** : One (1) Year or any other duration to be agreed

12. **Terms of Renewal Option** : To be agreed or based upon the then prevailing market rate 2 calendar months before the expiration of this Tenancy Agreement

13. **Other Important Terms** :

a) Not to Assign or Sub-Let the Said Premises or any part thereof to other sub-tenants without the prior consent of the Landlord in writing. The Said Premises is to be used solely by the Tenant and his immediate family members only. In the event the Tenant breaches this clause, the Landlord will have a right to

- i) Immediately repossess the Said Premises without giving prior notice
and
- ii) Forfeit the Rental and Utility deposits

b) In the event that the Tenant vacates the Said Premises before expiration of the tenancy, the rental deposit will be forfeited by the Landlord.

c) To take due and proper care and be responsible for all minor repairs, routine maintenance of all furniture, fittings, fixtures and electrical appliances including replacing consumables (florescent tubes, light bulbs and the like) and plumbing works. The Landlord will attend to any repairs in the 1st month of the Tenancy

d) To service all the air-conditioners regularly to keep them in good working condition during the term of this Agreement with an air-conditioner company and to furnish to the Landlord proof of such service being conducted. The air-conditioners must be handed over in good working condition upon expiry of this Tenancy Agreement, failing which the Landlord will have a right to deduct from the Deposits to restore the air-conditioners back to their working condition.

e) To be responsible for the cleanliness of the Said Premises throughout the term of this agreement and before handing-over the property to the Landlord. The Landlord will have a right to deduct for any cleaning-up charges if the Said Premises is handed back in an unclean manner

f) RM100 per condo access card will be charged for any replacement / loss of access card during tenancy period or when the apartment hand-over back to landlord.