

DATED : 24-Jan 2022

TENANCY AGREEMENT

BETWEEN

LEE JOO SING
(NRIC NO : 781013-10-5421)
(Landlord)

AND

Boh Phey Herng
(NRIC NO: 940414-14-5171)
(Tenant)

FOR PREMISES
NO. 40, JALAN PJS9/18
47500 BANDAR SUNWAY
SELANGOR, MALAYSIA

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

WHEREAS :-

1. The Landlord is the registered/beneficial proprietor of the property more particularly referred to and described in **Section 4 of the Schedule** hereto (hereinafter referred to as the Said Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises together with furniture, fixtures and fittings as described in the Inventory hereto (where applicable) subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. Subject to the terms and conditions herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term, commencing from the date and terminating on the date stated in **Section 5(a) (b) and (c)** respectively of **the Schedule** hereto.
2. The monthly rental stipulated in **Section 6 (a) of the Schedule** hereto shall be due and payable in advance in the manner and at the time stipulated in **Section 6 (b)** respectively of **the Schedule** hereto.
3. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 7 of the Schedule** hereto (receipt whereof the Landlord hereby acknowledges) 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 said deposits shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be returned to the Tenant free of interest within Thirty (30) days upon expiry or sooner determination of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Said Premises by the Tenant (damage due to normal wear and tear excepted).
4. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the water and electricity deposits stipulated in **Section 8 of the Schedule** hereto (collectively as the Utility Deposits). The Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be refunded to the Tenant free of interest within Thirty (30) days upon expiry or sooner determination of the term hereby created less such sum or sums as may then be due and outstanding. For the purposes of determining the current deposits, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from the relevant Department shall be conclusive.

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

5.1 To pay the reserved rent on the days and in the manner aforesaid.

5.2 To pay all charges due and incurred in respect of electricity, water, Indah water and all other utilities supplied to the Said Premises.

5.3 To keep the Said Premises, the fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenable repair condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Said Premises and the Landlord's fixtures and fittings which shall be damaged.

5.4 Not to make or permit to be made any alterations in or additions to the Said Premises or the Landlord's fixtures, fittings decorations therein without having first obtained the written license and consent of the Landlord thereof and in the event of such license and consent being given to carry out at the Tenant's own expense such alterations with such materials and such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby created, if required by the Landlord, to restore the Said Premises to its original state and condition at the expense of the Tenant.

5.5 To permit the Landlord and his duly authorised representatives upon giving three (3) days' previous notice at all reasonable times to enter upon and examine the condition of the Said Premises, whereupon the Landlord shall be entitled to serve the Tenant a notice in writing specifying therein any repairs necessary to be carried out and requiring the Tenant to forthwith to execute the same and if the Tenant shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such repairs or works then the Landlord with or without workmen and others shall be entitled to enter upon the Said Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverable by action.

5.6 To use the Said Premises only for the purpose stipulated in the **Section 10 of the Schedule** hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specific purpose herein stated and further not to do or permit or suffer anything to be done in or about the Said Premises or any part thereof which may become a nuisance or cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighbouring premises.

5.7 Not to assign, or part with the actual or legal possession or the use of the Said Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord.

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

5.9 On determination of the term hereby created to clear up any rubbish and peaceably and quietly deliver up to the Landlord vacant possession of the Said Premises in good, clean and proper state of tenantable repair condition. The Tenant may remove all fixtures, fittings or other installations belonging to the Tenant but shall make good any damage caused to the Said Premises or any part thereof by the installation or removal of such fixtures, fittings or installations.

5.10 Not to store or bring upon the Said Premises arms ammunitions or unlawful goods gunpowder or any explosive or any article or articles of a specially combustible inflammable or dangerous nature and unlawful goods in any part of the Said Premises.

5.11 During the Two (2) months immediately preceding the termination of the tenancy unless the Tenant shall have given notice of his intention to renew the tenancy as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable times of the day to view the Said Premises for the purpose of letting the same.

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

6.1 To pay the Quit Rent, assessment, service charges and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Tenant.

6.2 At all times through the period of this Agreement to keep the Said Premises except the furniture, fixtures therein belonging to the Tenant insured against loss or damage by fire or tempest and in case of destruction by fire or tempest to replace or reinstate the same as speedily as possible.

6.3 To maintain and keep the main structure of the Said Premises that is the roof, main walls and timbers, drains, water pipes and electrical wiring in good and tenantable repair condition throughout the term hereby created except as regards damage to the premises caused by or resulting from any act of default or negligence of the Tenant or his servants and except as hereinbefore covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses.

6.4 Upon the Tenant paying the 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 Said Premises without interruption from the Landlord or any persons rightfully claiming through under or in trust for him.

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

7.1 If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven (7) days after becoming payable or if any of the Tenant's covenant shall not be performed or observed, it shall be lawful and the Tenant hereby consents to forfeit the deposits stipulated in Section 7 and Section 8 of Schedule 1 and for the Landlord or any authorized persons at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole to repossess the unit and any items belonging to the tenant therein contained to make good all sums owing to the Landlord by the Tenant under this contract and thereupon this tenancy shall be terminated 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.

7.2 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) or so as to be unfit for occupation or use for a period greater than One (1) month the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall (after the expiration of the aforesaid One (1) month period) be suspended until the Said Premises shall again be rendered fit for occupation and use AND PROVIDED ALWAYS that if the Said Premises or any part thereof shall not be rendered and reinstated and made ready and fit for occupation within a period of Two (2) months from the date of happening of any such event the Tenant shall be at liberty to give to the Landlord One (1) calendar month's notice in writing determining the Tenancy hereby created and thereupon this Tenancy shall absolutely determine and the Security Deposit and the Utilities Deposit paid by the Tenant hereunder shall be refunded to the Tenant forthwith but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant or condition herein contained.

7.3 In the event the Tenant shall be desirous of taking a tenancy of the Said Premises for a further term, the Tenant shall give the Landlord two (2) months' written notice of the same. Provided always that the terms and conditions of this Agreement shall have been duly observed and performed by the Tenant, the Landlord shall grant the Tenant a further term of tenancy as is specified in **Section 9 of the Schedule** hereto upon the same terms and conditions (save and except for this clause) and at a rental to be agreed upon.

7.4 There shall be no termination of the tenancy during the tenancy term of **thirty six (36) months** by either party. In case of breach, a sum equivalent to the remaining period of the **thirty six (36) months** tenancy shall be compensated by whichever party who committed the breach to the aggrieved party.

7.5 Any additional deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Bhd or Indah Water Konsortium Sdn Bhd from time to time during the continuance of this Agreement shall forthwith be paid by the Tenant to the Landlord as additional utility deposit specified in **Section 8 of the Schedule**.

7.6 In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of 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.

7.7 All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees.

7.8 Any notice in writing under the terms and conditions of this Agreement to be sent to either party hereto on the other shall be by prepaid registered post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered.

8 In this Agreement :-

8.1 The terms "Landlord" and "Tenant" shall include their heirs, personal representatives and successors in title.

8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.

8.3 Words importing the singular number only shall include the plural and vice versa.

IN WITNESS WHEREOF the parties hereto have hereunder set their hands the day and year specified in **Section 1 of the Schedule** hereto.

SIGNED BY THE SAID LANDLORD

NAME : **LEE JOO SING**
NRIC : **781013-10-5421**

)
)
)
)
)
)



In the presence of :

NAME : Ng Leng Hwa
NRIC : 640926-02-5240

)
)
)
)
)



SIGNED BY THE SAID TENANT

NAME : **Boh Phey Herng**
NRIC : **940414-14-5171**

)
)
)
)
)
)



In the presence of :

NAME : Ng Leng Hwa
NRIC : 640926-02-5240

)
)
)
)
)



THE SCHEDULE

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

SECT NO	ITEMS	PARTICULARS
1.	Date of Agreement :	24-Jan 2022
2.	Description of Landlord	Name : LEE JOO SING NRIC No : 781013-10-5421 Contact : 012-363 0966
3.	Description of Tenant	Name : Boh Phey Herng NRIC No : 940414-14-5171 Contact : 012-634 7837
4.	Description of Said Premises	A UNIT OF DOUBLE STOREY LINKED HOUSE AT: NO. 40, JALAN PJS9/18 47500 BANDAR SUNWAY SELANGOR, MALAYSIA
5 a. 5 b. 5 c.	Term Commencing Terminating	THREE (3) YEARS 1ST FEBRUARY 2022 31ST JANUARY 2025
6 a. 6 b. 6 c.	Monthly Rental Due On Mode of Payment	Ringgit Malaysia TWO THOUSAND AND FIVE HUNDRED ONLY (RM2,500.00) On 1ST but latest by 7TH day of each month. Monthly rental to be credited to Name : LEE JOO SING LEE JOO HENG Bank : PUBLIC BANK A/C NO: 316_318_1226
7.	Security Deposits (2 months rental)	Ringgit Malaysia FIVE THOUSAND ONLY (RM5,000.00)
8.	Utility Deposits (1 month rental)	Ringgit Malaysia TWO THOUSAND AND FIVE HUNDRED ONLY (RM2,500.00)
9.	Option To Renew	Three (3) years at a rental to be mutually agreed upon.
10.	Use of the Said Premises.	Allowed Sublet for Residential purpose only.

INVENTORY LIST
NO.40, JALAN PJS9/18, 47500 BANDAR SUNWAY, SELANGOR

LIVING & DINNING AREA	UTILITY ROOM (DOWNSTAIRS)
KITCHEN & DRYING YARD	BATHROOM-1 (IN MASTER ROOM)
ROOM-1 (MASTER BEDROOM)	BATHROOM-2
ROOM-2 & -3	BATHROOM-3 (DOWNSTAIRS)
	KEYS
	<u>METER READING</u>
	ELECTRICITY : KWH
	WATER : M3