

This Agreement is made on the

01st March 2022

Between

SU, FANG-HUEI

Passport No.: 303537755

(The Landlord)

And

NUR ANIS ATHIRAH BINTI HAMZAH

NRIC No.: 000504-01-1572

(The Tenant)

**TENANCY
AGREEMENT**

**Unit 13-05,
Residensi Tribeca, No. 215,
Jalan Imbi, Bukit Bintang,
55100 Kuala Lumpur**

AGREEMENT

THIS TENANCY AGREEMENT is made on this **01st March 2022**.

BETWEEN : The party whose particulars are as stated in Part 1 of the Schedule hereto (“Landlord”) of the one part.

AND : The party whose particulars are as stated in Part 2 of the Schedule hereto (“Tenant”) of the other part.

WHEREAS the Landlord is the registered proprietor and/or beneficial owner of the property more particularly referred to and described in Part 3 of the Schedule (“Demised Premises”).

AND WHEREAS the Landlord is desirous to let the Demised Premises and the Tenant is desirous of renting the Demised Premises upon the terms and conditions hereinafter set forth.

NOW IT HEREBY AGREED as follows:-

1. The Landlord lets and the Tenant rents the Demised Premises for the term stipulated in Part 4 of the Schedule (“Term”) at the monthly rental stipulated in Part 5 of the Schedule (“Monthly Rental”) and subject to the terms and conditions hereinafter contained (“Tenancy”).
2. The Tenant shall upon execution of this Agreement pay the Landlord the sum stipulated in Part 6 of the Schedule by way of deposit (“Security Deposit”) as security for the due observance and performance by the Tenant of the terms and conditions of this Agreement. The Security Deposit shall be maintained at this figure and not deemed or treated as payment of rental.
3. The Tenant hereby covenants with the Landlord as follows :-
 - a. To pay the Monthly Rental on the day and in the manner stated in Part 5 of the Schedule herein.
 - b. To pay the Landlord upon execution of this Agreement the sum as specified in Part 7 of the Schedule only as deposit for electricity and water charges to be incurred during the Tenancy of the Demised Premises (“Utilities Deposit”). The Utilities Deposit less sums as may then be payable by the Tenant under this Agreement shall be refunded without interest to the Tenant on the termination of this Tenancy.

- c. To keep the Demised Premises, the flooring and interior plaster or other surface material or rendering on walls and ceilings and the Landlord's fixtures thereon including doors, windows, glass shutters, lock fastenings, electric wires, installations and fittings for the light and power and other fixtures and additions therein in good and tenantable repair and clean condition and to replace or repair any part of the Demised Premises and the Landlord's fixtures and fittings therein which are broken or damaged due to malicious, negligent or careless acts or omission of the Tenant, his servants, agents, invitees or otherwise and further that any cost and expenses incurred for rectifying, compensating or making good any damage or injury or cost caused to the Landlord or to any person whomsoever directly or indirectly through the said damaged condition of any part of the interior of the Demised Premises (including floorings, walls, ceilings, doors, windows and other Landlord's fixtures) shall be paid and borne by the Tenant. The Tenant shall be wholly responsible therefore and shall fully indemnify the Landlord against all claims, demands, actions and legal proceedings whatsoever made against the Landlord by any person in respect thereof.
- d. To permit the Landlord and the Landlord's servants, agents and workmen and with all necessary equipment and appliances at all reasonable time after prior notice to the Tenant to enter upon the Demised Premises and to view the condition thereof and to do such works and things as may be required for any repairs, alterations or to any other part or parts of the Demised Premises and forthwith to repair and amend in a proper and workman like manner any defect for which the Tenant is liable and of which written notice shall be given to the Tenant or left in the Demised Premises and to pay the costs of the Landlord's surveyor or otherwise in respect of the preparation of the notice.
- e. Not to do or permit to be done upon the Demised Premises anything which in the opinion of the Landlord may constitute nuisance to any neighboring occupants. To use the Demised Premises only for the purpose specified in Part 13 of the Schedule.
- f. Forthwith to notify the Landlord in writing of any notices served by any competent authority and with all due speed to comply with the terms of the said notice as are effective and to keep the Landlord indemnified from and against all actions, costs, claims, demands and liability in respect thereof.
- g. Not to make or permit to be made any alteration or addition or partition to the Demised Premises or to the Landlord's fixtures, fittings and decorations therein without having first obtained the written consent of the Landlord therefore and upon the determination of the term hereby created, if so requested by the Landlord, to restore the Demised Premises to its original state and condition at the expense of the Tenant. The Tenant shall remove all stickers, nails or any decorations on walls and ceilings and to reinstate and repaint the affected whole walls and/or ceilings at the Tenant's own cost and expense; prior to re-delivery of the Demised Premises to the Landlord.

- h. Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises or any part of the building on which the Demised Premises is situated arms ammunition or unlawful goods, gunpowder, sulphate or any goods which are of noxious or dangerous;

Not without the prior consent of the Landlord to affix, paint or otherwise exhibit on the exterior of the Demised Premises or the windows thereof or any part thereof or any name plate, signboard, placard, poster or advertisement of any flagstaff or other thing whatsoever or use the outer wall of the Demised Premises for the purpose of any public announcement or to exhibit anywhere outside the Demised Premises any indication of business or otherwise except upon the written consent of the Landlord.
- i.
- j. Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Demised Premises against damage by fire may become void or voidable or whereby the premiums thereon may be increased and to make good all damage suffered by the Landlord and to repay to the Landlord on demand all sums paid by them by way of increased premium 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 without prejudice to the other rights of the Landlord.
- k. Not to install or caused to be installed in the Demised Premises any heavy equipment or electrical appliances consuming high voltage without the prior written consent of the Landlord first had and obtained.
- l. At the expiration or sooner determination of the Tenancy created herein to yield upon peaceably the Demised Premises with the fixtures, fittings and decorations thereto (other than the Tenant's fixtures) in a tenantable repair and condition, fair wear and tear expected.
- m. Landlord or the landlord's representative authorized will arrange for pre-inspection one month before the expiration of the tenancy. If there is any defect(s) in the unit Landlord or the Landlord authorized representative will identify the defect item(s) or problem(s) and will list out the cost of the repair on the spot. Tenant will have an option to repair the defect(s) on their own before check-out and Landlord or the Landlord's authorized representative will inspect again during check-out, if the defect is repaired, the list(s) of the repair item(s) during the pre-inspection will be taken out. If there is any other defect(s) that is not repaired during check out, the security deposit will be used to deduct the cost of the repair(s) with immediate effect.
- n. At all times during the Term to comply with all such requirements as may be imposed on the Tenant by any ordinance or Act of Parliament now or hereafter in force and any orders, rules, regulations, requirements and notices there under.

- o. To bear the cost of electricity, water, sewerage (Indah Water) and telephone (if any) and these utilities shall be paid to Tenaga Nasional Berhad, Jabatan Air, TM Point, post office outlets, any local bank counter or relevant authority directly.
- p. Shall not nail, screw, drill, glue and paste any items or things on the wall. The Tenant shall bear all cost and expenses incurred for the repair/ replacement and/or making good of any damage to the wall in the Demised Premises.

To bear all cost and expenses and be responsible for all repair and replacement of electrical light bulbs, filter of cooker hood , water filters and all other spare parts due to minor wear & tear up to Ringgit Malaysia One Hundred Fifty Only (RM150.00) per item during term of the Tenancy (maximum up to RM1,000.00 per annum), (if any).
- q.
- r. To regularly service and maintain all the air-conditioners (including gas filling and chemical cleaning as required) on a half-yearly basis during the Tenancy, and shall provide receipts as proof of servicing if so requested by the Landlord.

To permit the Landlord or Landlord's authorized representative after giving 24 hours prior verbal or written notice to enter and view the Demised Premises every three (3) months or every six (6) months.
- s. The number of household members who are allowed to stay in the Demised Premises shall be restricted to **maximum** of 4 persons at any one time.

4. The Landlord hereby covenants with the Tenant as follows :-

- a. To pay quit rent, assessment and maintenance fee imposed on and payable in respect of the Demised Premises.
- b. At all times throughout the Tenancy to insure and keep insured the Demised Premises but excluding the Tenant's fixtures fittings and chattels from loss or damage by fire and to pay all premiums necessary for that purpose.
- c. To permit the Tenant if he punctually pays the Monthly Rental and other charges and observes the stipulations on his part herein contained to peacefully enjoy the Demised Premises without any interruption or disturbance by the Landlord or those lawfully claiming title under or in trust for them.
- d. To provide prior to commencement of term all the items listed in the inventory list (if any) and to ensure that they are in good proper and tenantable working order and condition and to pay the cost of any major repairs which are not caused by mishandling and negligence of the Tenant.

5. Provided always and it is hereby expressly agreed as follows:-

- a. If the Monthly Rental or any part thereof shall be unpaid after seven (7) days from its Due Date (hereinafter defined) (whether formally demanded for or not), late payment penalty of **RM300.00 shall be imposed on and payable by the Tenant. Notwithstanding thereof, if the Tenant fails to pay the Monthly Rental after its due date and/or any covenant on the Tenant's part herein contained shall** not be performed or observed or if the Tenant shall have a receiving order made against him or shall have made any assignment for the benefit of his creditors or enter into any agreement or made any arrangement with his creditors by composition or otherwise or suffered any distress or attachment or execution to be levied against his good or if the Tenant for the time being shall be a company and shall go into liquidation whether compulsory or otherwise except for the purpose of reconstruction or amalgamation then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the Tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the conditions on the part of the Tenant herein contained.

If the rent hereby reserved or any part thereof shall be in arrears at any time for seven (7) days after becoming due whether formally demanded or not or in the event of a breach of the terms covenants herein contained the Landlord may exercise discretion to :

- i. **Make police report; and/or**
 - ii. re-enter the Demised Premises or any part thereof in the name of the whole and take vacant possession of the same even without an order from the courts, thereupon the Tenancy shall absolutely determined; and / or
 - iii. disconnect all utility supply to the Demised Premises or lock-up the Demised Premises, and the Tenant shall be liable for further interest, costs and expenses arising thereafter.
- b. If the Demised Premises or any part thereof shall be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) so as to be unfit for human habitation or use, then the Monthly Rental 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 and provided always that nothing in this clause shall render it obligatory on the Landlord to restore, reinstate or rebuild the Demised Premises or any part thereof if the Landlord in his absolute discretion does not desire to do so in which even the Landlord shall be entitled to terminate this Tenancy by giving two (2) months' notice in writing to the Tenant and upon such termination neither party shall have any claim against the other save and except in respect of any antecedent breach.
- c. The Landlord shall at the written request of the Tenant made not less than two (2) months before the expiration of the Term (subject that there is no existing

breach or non-observance of any of the covenants on the part of the Tenant at the time of such request) grant to the Tenant an option to renew the Tenancy of the Demised Premises for a further term as stipulated in Part 4 of the Schedule.

- d. In the event the Tenancy is terminated by the Tenant prior to the expiry of the Term, the tenant shall be required to pay the Monthly Rental for the remaining period of the Tenancy in full and surrender the Demised Premises in good condition and repair all damages caused to the Demised Premises and all covenant by the Tenant heretofore shall be binding and without prejudice to the rights of action or remedy of the Landlord in respect of any breach of the covenants on the part of the Tenant herein contained.

IMPORTANT: There shall be no waiver/ reduction on the late payment penalty chargeable under this Agreement.

6. Any notice or other document or writing required to be served delivered or given hereunder shall be sufficiently served if left addressed to the Tenant on the Demised Premises or sent to the Tenant by registered post addressed to the Tenant's last known address in Malaysia and any notice document or writing to the Landlord shall be sufficiently served if sent by registered post to the Landlord's last known address.
7. The cost of and incidental to the preparation and completion of this Agreement including stamp duty shall be paid by the Tenant.
8. The Schedule shall be taken, read and construed as part of this Agreement.
9. Time wherever mention shall be the essence of the Agreement.
10. This Agreement shall be binding upon the successor-in-title and assigns personal representatives and heirs of the Landlord and the Tenant.
11. In the event the Landlord's wish to sell the Demised Premise, the sale shall be subject to this Tenancy.
12. In the event that the Tenant fails to fulfill the Term, the Security Deposit shall be forfeited by the Landlord absolutely and the Tenant shall remain liable for the Monthly Rental for the remaining months of the unexpired term.
13. Expatriate Clause:

It is hereby expressly acknowledged and declared by the parties hereto that if the Tenant's work permit shall be terminated, it shall be lawful for the tenant to terminate the Tenancy after the expiry of the term of twelve (12) months provided that the Tenant shall prior to the termination of the Tenancy:-
 - i. Produce to the Landlord satisfactory written evidence of such a termination of work Permit; and
 - ii. Give to the Landlord at least Two (2) month's or 60 days notice in writing of such a termination or give the Landlord Two (2) month's or 60 days Monthly Rental in lieu of such notice; and

- iii. The above clause is subject to the condition that the Tenant has completed at least **Twelve (12) months tenancy in the Demised Premises**. In the event the termination of this Tenancy is not in accordance with the provisions of this Agreement, the Landlord shall be entitled to forfeit the Security Deposit and Utilities Deposit including such increased amount paid by the Tenant and the Tenant shall further indemnify the Landlord for any claim of any antecedent breaches of any of the covenants conditions and stipulation herein contained.

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

SIGNED by]
]
Landlord]
]
]-----
SU, FANG-HUEI (303537755)

WITNESS by]
]
]
]
]-----
Name:
Passport / NRIC No :

SIGNED by]
]
Tenant]
]
]-----
Tenant: NUR ANIS ATHIRAH BINTI HAMZAH
Occupant:
NRIC No.: 000504-01-1572
Contact No. :

WITNESS by]
]
]
]
]-----
Name:
Passport /NRIC No. :

THE SCHEDULE

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

Part 1	:	<u>Landlord</u>	
		Name	: SU, FANG-HUEI
		Passport No.	: 303537755
		Address	: A2-36-3A, Wisma 20 (Soho Suites @ KLCC), No.20, Jalan Perak, 50450 Kuala Lumpur
		Tel	: +603-2181 6280
		Person In Charge	: Ms. Grey
		Operation Contact Person	: Mr. Chen
		Bank Account No.	: 5644-4553-2561
		Bank	: Malayan Banking Berhad (Maybank)
		Branch	: Kuchai Lama
		Address	: No.1 & 3, Jalan Kuchai Maju 1, Off Jalan Kuchai Lama, 58200 Kuala Lumpur.
		SWIFT Code	: MBBEMYKL
Part 2	:	<u>Tenant/ Occupant :</u>	
		Tenant	: NUR ANIS ATHIRAH BINTI HAMZAH
		NRIC No.	: 000504-01-1572
		Occupant	:
		Contact No.	:
		Email	:
		Emergency Contact Name	:
		Emergency Contact No.	:
		Email	:
Part 3	:	<u>Demised Premises:</u>	
		Unit 13-05, Residensi Tribeca, No. 215, Jalan Imbi, Bukit Bintang, 55100 Kuala Lumpur	

Part 4	:	<p><u>Term:</u></p> <p>One (1) year commencing 01st March 2022 and expiring on 28th February 2023.</p>
Part 5	:	<p><u>Monthly Rental :</u></p> <p>5.1 RM2, 000.00 (Ringgit Malaysia: <u>Two Thousand Only</u>) shall be paid on the 01st, the day of every succeeding month (“Due Date”).</p> <p>5.2 Late payment penalty of RM300.00 only shall apply if the Monthly Rental is paid after seven (7) days from the Due Date.</p> <p>5.3 Please email the proof of payment of the Monthly Rental to checkin.kl@jvv-group.com and rental.kl@jvv-group.com OR whatapps to +6012-2806199. Kindly state the Tenant’s name and particulars of the Demised Premises for identification purposes and to avoid issuance of invoice for late payment penalty.</p>
Part 6	:	<p><u>Security Deposit (2 months) :</u></p> <p>RM4, 000.00 (Ringgit Malaysia: <u>Four Thousand Only</u>).</p>
Part 7	:	<p><u>Utilities (Water & Electricity) Deposit (1/2month):</u></p> <p>7. 1 RM1, 000.00 (Ringgit Malaysia: <u>One Thousand Only</u>)</p> <p>7.2 The electricity and water supply will be disconnected if the Monthly Rental is not paid by the Tenant by the Tenth (10th) day from the Due Date. The sum of RM50.00 will be imposed for the re-connection of electricity and water supply.</p> <p>Please be mindful that it is a policy of TNB (Electricity Malaysia) that in the event of non-payment of electricity bills for more than two months, TNB may proceed to terminate the electricity account and disconnect the electricity supply. Upon and after the settlement of all outstanding amounts and re-registration of the electricity account, TNB may take up to fourteen (14) working days to re-connect the electricity supply.</p>
Part 8	:	<p><u>Refund of Deposit</u></p> <p>8.1 The Security Deposit shall be refunded to the Tenant free of interest within thirty (30) days upon the expiry or sooner determination of the Term 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).</p> <p>8.2 The Utilities Deposit shall be refunded to the Tenant free of interest within thirty (30) days upon the termination of the Tenancy and upon the Landlord’s receipt from the Tenant documentary evidence that all water, sewerage and electricity charges attributable to the Tenant have been fully settled with the respective utilities authority.</p>

Part 9	:	Lift Access Card Deposit: RM300.00 (Ringgit Malaysia: <u>Three Hundred Only</u>) Card No. : Refer to the Inventory List Carpark Access Card Deposit: NIL
Part 10	:	10.1 The Tenant shall keep all equipment and electrical appliances in the Demised Premises in good and working condition, fair wear and tear excepted. 10.2 Any change/alteration of furnishing shall only be made upon obtaining the prior permission of the Landlord. Upon expiry of the Term or sooner determination of the Tenancy, the Tenant shall re-deliver the Demised Premises to the Landlord in reasonably clean, tidy and good condition (fair wear and tear excepted), failing which, the Landlord may engage contractors to clean the Demised Premises and the cost incurred on the same shall be a sum owing by the Tenant to the Landlord. 10.3 A penalty of RM100.00 will be charged on the Tenant for replacement of lost, stolen, or damaged access cards, and if the Tenant is unable to produce their old card at the time of replacement or re-delivery of vacant possession. 10.4 A penalty of RM300.00 will be charged on the Tenant for replacement of lost, stolen, or damaged car park access cards, and if the Tenant is unable to produce their old card at the time of replacement or re-delivery of vacant possession.
Part 11	:	Meter Reading (Please refer to the Inventory List attached herein).
Part 12	:	Agency Name: VIVAHOMES REALTY SDN BHD Negotiator: CHERRY YONG SAU YENG Contact No.:
Part 13	:	The Demises Premises is for residential purposes only.
Part 14	:	1.Customer Care Service : Tel : 03-2181 6280 - (Office), 012-2806199 (Rental Department) Email : defect.my@jvv-group.com (Defect Department-Mr.Kenny) / renew.kl@jvv-group.com & checkout.kl@jvv-group.com (Leasing Department) APP Login In (Used for Reporting Defect Problem, If any): APP Login ID: PRM0301260 APP Login Password: 000504011572

RESPONSIBILITY OF TENANT / OCCUPIER'S DURING TERM OF TENANCY AND SURRENDER UNIT.

To ensure that the full security/utility deposit is refunded, your responsibility is very important and we are grateful for your kind cooperation.

1) Disputable Items:

ITEMS	DURING TERM OF TENANCY	AT EXPIRY OF TENANCY
Freshly painted walls	Nails, pictures, colour change requires consent.	Walls with nails need to re-paint to original
Freshly polished floors	Keep scratches to minimal.	Floors with bad scratches need to make good
Curtains	Free of dust, tear and fray. Maintain length.	Dry clean and show last cleaning receipt.

2) Standard Items:

ITEMS	DURING TERM OF TENANCY	AT EXPIRY OF TENANCY
Per inventory List	Items in order.	Replace missing and make good damaged items.
Fixtures & Fittings	Clean and tidy condition. Free from defects	Same as above.
Electrical Appliances	Clean and tidy condition. Free from defects	Same as above.
Bulbs	Replace where necessary	Bulbs are to be in order and in working condition
Alterations/additions (if any)	Owner's consent to be obtained	Reinstating interior to original condition
Potted Plants	Provide underlay to pots	Irremovable marks on floors means defects.
Indoor/Outdoor water filter	Change filter tubes (indoor)/backwash(outdoor)	Show receipts of last service/cleaning.
Cleaning/Bathrooms/Garbage	Clean and hygiene condition.	In clean condition. Show last cleaning receipt if any.
Personal mails	Letter box in clean condition	Redirect mails and clear letter box on last day.
Keys, access cards, controls	In order. Replace battery of controls as needed.	Missing or damaged items need replace.

3) Services:

ITEMS	DURING TERM OF TENANCY	AT EXPIRY OF TENANCY
Householder Insurance	Insures personal effects	Cancel insurance
Tel/Internet subscription	Tenant subscribes and pays.	Cancel subscription
Cable television subscription	Tenant subscribes and pays.	Cancel subscription
Air-conditioner servicing	Tenant contracts to service at least every 6 months.	Show last service receipt.
Pest Control (if any)	Tenant contracts to service (if any).	Show last service receipt (if any)

4) Utilities :

ITEMS	DURING TERM OF TENANCY	AT EXPIRY OF TENANCY
Electricity (in owner's name)	Pays from noted meter reading onwards.	Keep last payment receipt.
Water (in owner's name)	"	Keep last payment receipt
Gas (in owner's name)	"	Keep last payment receipt
Indah Water / Sewerage	Standard payment of RM8 per month.	Keep last payment receipt

Notes:

1. After 30 days from the date of hand over the tenant to be responsible for all replacement of electrical light bulbs, filters of cooker hood, water filters and other minor wear & tear issues , if any
2. All repairs are to be communicated in writing if possible for record purposes.
3. Not encouraged to run air-conditioners for 24 hours non-stop and especially in absence of occupants.
4. Hot water, water pump booster and gas switches are to be turned off when not in use to avoid over-heating or bursting of pipes **(if any)**.