

This Agreement is made on the
1ST MARCH 2022

Between

Name : **AZMAN ISMAIL**
NRIC : **780905-03-5399**

The Landlord

And

TENANT : **FENG HAO CHENG, CHEN XIAO RAN**
PASSPORT : **EJ1780571,ED5111872**

The Tenant

**TENANCY
AGREEMENT**

1st March 2022 - 28th February 2023

**A-16-08, CERRADO JALAN SOUTHVILLE 1.
SOUTHVILLE CITY 43800 DENGKIL SELANGOR**

AGREEMENT

THIS TENANCY AGREEMENT is made on **1st March 2022**

BETWEEN : The party whose particulars are as stated in Part I of the Schedule 1 hereto (hereinafter referred to as "the Landlord") of the one part.

AND : The party whose particulars are as stated in Part II of the Schedule 1 hereto (hereinafter referred to as "the Tenant") of the last part.

WHEREAS the Landlord is the legally registered owner having beneficial ownership of the property more particularly referred to and described in Part III of the Schedule ("hereinafter referred to as "the Demised Premises").

AND WHEREAS the Landlord is desirous of letting out and the Tenant is desirous of taking on the Demised Premises upon the terms and conditions hereinafter set forth.

NOW IT HEREBY AGREED as follows: -

1. The Landlord lets, and the Tenant takes the Demised Premises for the term stipulated in Part IV of Schedule 1 (hereinafter referred to as "the Term") at the rent stipulated in Part V of Schedule 1 (hereinafter referred to as "the Monthly Rental") subject to the terms and conditions hereinafter contained.
2. The Tenant shall upon execution of this Agreement pay the Landlord a sum specified in Part VI of Schedule 1 (hereinafter referred to as "the Security Deposit") for due observance and performance by the Tenant in accordance to the terms and conditions in this Agreement whereby the Security Deposit shall be maintained at this figure and not to be deemed or treated as payment of rent.
3. **TENANT'S COVENANT:** -
 - (a). To pay the rent hereby reserved on the days and in the manner aforesaid.
 - (b). To pay the Landlord upon the execution of this Agreement the sum of specified in Part VII of Schedule 1 (hereinafter referred to as "the Utilities Deposit") for electricity, water & Indah Water charges to be incurred during the tenancy of the Demised Premises. The Utilities Deposit (less all outgoing sums which remains unpaid or incurred by the Tenant under this Agreement) shall be refunded without interest to the Tenant on the termination or sooner determination of the Term.
 - (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 tenable repair and clean condition and to replace or repair any part of the Demised Premises and the

Landlord's fixtures and fittings therein which shall be broken or damaged due to malicious, negligent or careless acts or omission of the Tenant his servants, agents, invitees or otherwise and further that if any damage is 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) the Tenant shall be wholly responsible and keep the Landlord fully indemnified against all claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect thereof.

- (d). To permit the landlord and the landlord's servants, agents and workmen at all reasonable time subject to prior notice to enter the Demised Premises to view the condition and do all 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.
- (f). To use the Demised Premises only for the purpose specified in Part XII of Schedule 1.
- (g). Forthwith notify the Landlord 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.
- (h). Not to make nor permitted to make 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 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.
- (i). Not to assign, underlet, sublet or part with the actual or legal possession or the use of the Demised Premises for any term whatsoever without the Landlord's written consent being obtained.
- (j). Tenant shall not bring or store or permit to store on the Demised Premises or any part of the Buildings any form of arms ammunition or unlawful goods, gunpowder, sulphate or any goods which are of noxious or dangerous;
- (k). Not without the previous 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.

- (l). 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.
- (m). Not to install or caused to be installed in the Demised Premises any heavy equipment or electrical appliances consuming high voltage without the Landlord's written consent being obtained.
- (n). At the expiration or sooner determination of the tenancy 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.
- (o). 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 hereafter in force and any orders, rules, regulations, requirements and notices there under.
- (p). To bear the cost of electricity, water, sewerage mains (Indah Water) and telephone (if any) should be made payable direct to Tenaga Nasional Berhad, Jabatan Air, TM Point, post office outlets, any local bank counter or relevant authority.
- (q). Shall not nail, screw, drill, glue and paste any items or things on the wall, door/door frame, wardrobe, cabinet, or any other parts in the unit which causes damage and/or loss (fair wear and tear excepted) due to the non-observant of this clause by the Tenant the Tenant shall bear the cost of the damages, replacement or repair.
- (r). Tenant shall maintain cleanliness of the entire internal and external of the Said Premises inclusive common property (e.g. corridor, staircase etc.) as per rules and regulations stated by the landlord and/or determined by the management of the building (i.e. JMB).
- (s). Tenant not allowed to install additional key features without written agreement from the landlord. The landlord shall be given all the duplication keys installed by tenant under tenant own cost before it were installed.

4. LANDLORD'S COVENANT

- (a). To pay the quit rent, the assessment and the maintenance fee imposed on 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 rent hereby reserved 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 (Appendix I & II) 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. MUTUAL COVENANT

- (a). If the rent hereby reserved or any part thereof shall at any time be unpaid for **Seven (7)** days after the same shall have become due (whether formally demanded for or not) it shall be lawful for the Landlord at any time thereafter to 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.
- (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) to the extent being unfit for human habitation or use, then the rent hereby covenanted to be paid or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises be rendered fit for habitation and use 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 is not desire to do so, the Landlord shall be entitled to terminate this tenancy by serving a 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 hereby created and if there shall not at the time of such request by any existing breach or non-observance of any of the covenants of the part of the Tenant herein to be

performed at the Tenant's expense grant to the Tenant tenancy of the Demised Premises for a further term and subject to the conditions stipulated in Part X of Schedule 1.

6. Any notice or other document or writing required to be served delivered or given thereof 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 borne by the Tenant.
8. All Schedules 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 parties herein.
11. In the event that the tenant fails to fulfil the Term period (refer to Schedule 1 part IV) or the terms and conditions herein the Security Deposit shall be forfeited by the Landlord.
12. LATE PAYMENT INTEREST

In the event that the Tenant shall fail to pay to the Landlord the Rent, the Taxes and/or any money payable under the terms of this Agreement, the Tenant shall pay to the Landlord interest on the outstanding sum at the rate of Five per centum (5%) per annum calculated on a day to day basis from the due date of such payment until the date of receipt of the full payment by the Landlord (without prejudice to the remedy available to the Landlord at law and in equity).

13. **No Smoking.** The Tenant agrees neither to smoke in or on the premises nor to allow their invited guests to do so. In breach of this clause to be responsible for the reasonable costs of rectification of any damage caused or for any appropriate cleaning, fumigation etc. required.

***** END OF PAGE *****

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

SIGNED by
The Landlord

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Name : AZMAN ISMAIL
NRIC: 780905-03-5399
Date: 01-03-2022

WITNESS by

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Name : MOHD ZURAI DI SULAIMAN
NRIC/PASSPORT: 780105-03-5243
Date: 01-03-2022

SIGNED by
the Tenant

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Chen Xiao ran
Feng Hao cheng

Name : FENG HAO CHENG, CHEN XIAO RAN
PASSPORT: EJ1780571,ED5111872
Date:

WITNESS by

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Name:
NRIC/PASSPORT:
Date:

SCHEDULE 1**(Which is to be taken read and construed as an essential part of this Agreement)**

Part I	:	Landlord Name : AZMAN ISMAIL NRIC: 780905-03-5399 Contact : +60 12-675 5952 BANK : Maybank SA BANK A/C NO : 1581 6322 6156
Part II	:	Tenant: which person that stay in this unit Tenant: FENG HAO CHENG, CHEN XIAO RAN PASSPORT: EJ1780571,ED5111872 Contact: Pending
Part III	:	Demised Premises: Address: A-16-08, CERRADO JALAN SOUTHVILLE 1. SOUTHVILLE CITY 43800 DENGKIL SELANGOR
Part IV	:	Term: (1) One Year commencing 1st March 2022 – 28th February 2023 with an option to renew one year at prevailing market rate and upon same terms and conditions
Part V	:	Monthly Rental: RM 1700.00 (Ringgit Malaysia : One Thousand Seven Hundred Only) <i>Monthly rental in the sum of Ringgit Malaysia One Thousand Seven Hundred (RM1700.00) payable monthly in advance without deduction whatsoever, not later than the 7th day of agreement start date to be credited into the Landlord' bank account.</i>
Part VI	:	Security Deposit: RM 3400.00 (Ringgit Malaysia : Three Thousand Four Hundred Only)
Part VII	:	Utilities Deposit: RM 850.00 (Ringgit Malaysia : Eight Hundred Fifty Only)
Part VIII	:	Card No : Car Park Bay : L4-257 , L4-258 <i>***For loss of carpark access cards, the Tenant shall pay a sum of RM 150.00 per card or the prevailing sum charged by the management of Cerrado Residences, whichever is higher.</i>
Part IX	:	Access Card Deposit: - (Ringgit Malaysia : -) <i>***For loss of building access cards, the Tenant shall pay a sum of RM 150.00 per card or the prevailing sum charged by the management of Cerrado Residences, whichever is higher.</i>
Part X	:	Meter Reading: Water : Electricity:
Part XI	:	Agent : CNH Realty Sdn Bhd Negotiator Name : Chong Jun Ting Contact no. : 018-2884980
Part XII	:	The Demises Premises is for: Residential Purpose Only
Remark	:	Kindly send the rental bank in slip to : +60 12-675 5952

SCHEDULE 2

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

1. If the Landlord shall be desirous of selling the Demised Premises prior to the expiration of the terms hereby created, the Landlord shall undertake to give the Tenant Three (3) month's prior written notice of such sale and the Landlord further covenant, undertakes and agrees with the Tenant that such sale shall be subject to this Tenancy and the Landlord shall endeavour and procure the prospective purchaser to continue with this Tenancy and to observe all the terms and conditions of this Agreement in lieu of this Landlord. The Landlord shall endeavour to obtain from such prospective purchaser before concluding the sale thereof an express undertaking in writing to observe and perform the several agreements, conditions covenants stipulations terms and undertaking on the part of the Landlord contained in this Agreement and not to do any act or things in derogation thereof and to submit a copy of such undertaking to the Tenant.
2. In the event that the prospective purchaser is not agreeable to accept or continue with the existing Tenancy with the Tenant, then in such circumstances the Landlord shall give the Tenant at least **Two (2) months'** notice to deliver vacant possession and the Landlord shall further be liable to refund the Tenant security deposit (**refer to Schedule 1 part VI**) plus the balance of utility deposit (**refer to Schedule 1 part VII**) nett off all outstanding payments together with a compensation sum of equivalent amount (**refer to Schedule 1 part VI**) as liquidated damages and thereafter the Tenancy shall terminate and have no further effect.
3. Tenant shall do a maintenance service to all the air conditioner/s provided in the said Demises Premises before handover back the unit to owner. Tenant must engage with the air conditioner service contractor who are verified and agreed by the owner. Tenant is responsible to service air-conditioning system and at least once during tenancy period or when necessary and handover property in clean condition at the end of tenancy. Failing which cleaning charge at prevailing market rate will be deducted from security deposit.
4. Tenant need to clean the unit before handover back to the owner. Failure to do so, owner have the right to deduct the cleaning fees from the rental deposit.

Inventory List

**A-16-08, CERRADO JALAN SOUTHVILLE 1, SOUTHVILLE CITY 43800 DENGKIL
SELANGOR**

(To be taken and construed as an essential part of this agreement)

1) All the item and furnish in this unit refer to the photos provided in the following pages.

2) **Misc:**

No.	Item	Quantity
1.	MAIN DOOR KEY	1
2.	ACCESS CARD LOBBY	2
3.	ACCESS CARD PARKING	
4.	YARD DOOR KEY	1
5.	MAILBOX KEY	1
6.	MASTER ROOM KEY	1
7.	2 ND ROOM KEY	1
8.	3 RD ROOM KEY	1

All the items are in good and working condition.

SIGNED by

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The
Tenant

Chen Xiaoran
Feng Hao Cheng

Name: **FENG HAO CHENG, CHEN XIAO RAN**

PASSPORT: **EJ1780571,ED5111872**

Date:

WITNESS by

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Name:

NRIC:

Date: