

DATED THIS 1st DAY OF FEBRUARY 2022

BETWEEN

CHOW MEI KUAN
(NRIC NO. : 880707-56-6226)
("The Landlord")

AND

LIONG KOK KIAN
(NRIC NO. : 791225-14-5045)
("The Tenant")

TENANCY AGREEMENT

J-11-06

EKO CHERAS SERVICE APARTMENT

TAMAN MUTIARA BARAT

CHERAS 56000

KUALA LUMPUR

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.

Parties

WHEREAS

- 1. The Landlord is the legal and beneficial owner of all that piece or parcel of property as described in Section 4 of the Schedule hereto (hereinafter referred to as the "Demised Premises").
- 2. The Tenant details are as set out in Section 3 of the schedule here.

Description of Said Premises

Description of Tenant

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 periods specified in Section 5 of the Schedule hereto from the date of commencement to the date of expiration as specified in Section 6 of the Schedule hereto at the monthly rental ("Reserved Rent") as specified in Section 7 of the Schedule hereto such amount payable as specified in Section 8 of the Schedule hereto and subject to the terms and conditions hereinafter contained.
- 2. The Tenant shall upon execution of this Agreement pay the Landlord the deposit ("Security deposit") stipulated in Section 9 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 Security Deposit shall be maintained at this figure during the term of this tenancy and shall not deemed to be or treated as payment of rent and the same shall be returned to the Tenant free of interest upon 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 and damage by fire, storm, tempest, act of God, riots excepted).
- 3. The Tenant shall also upon the execution of this Agreement pay the Landlord the sum as specified in Section 10 of the Schedule hereto as deposit ("Utilities Deposit") towards water, electricity and sewerage (Indah Water) 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.

Term of Tenancy

Security Deposits

Utility Deposits

4. THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:

- a) To pay the reserved rent on the days and in the manner aforesaid.

Tenants' Covenants

Payment of Rental

Landlord	Tenant
CHOU	LEONG

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| b) | To pay all charges in respect of water, electricity, sewerage (Indah Water), for the Demised Premises according to the meters thereon and all charges for telephone (if any) incurred or charged during the period of the tenancy hereby created. | Payment of Utilities |
| c) | During the term of this tenancy, to keep the said Demised Premises, the furniture, fixtures and fittings listed in the Inventory hereto together with any additions thereto in a good and tenable repair and condition (normal wear and tear and damage by fire, storm, tempest, Act of God, riots excepted). | To upkeep premises, furniture & fittings |
| d) | Not to carry on or cause or permit or suffer the use of the said Demised Premises or any part thereof for unlawful or immoral purposes. | Used for stated purpose only |
| e) | Not to suffer or permit anything to be done upon the said Demised Premises or any part thereof which may or is likely to be a nuisance, annoyance or danger to the owners and/or occupiers of adjacent and/or nearby condominium units and premises and to indemnify the Landlord in respect of any claims arising there from. | Not to carry out acts of Nuisance. |
| f) | At all times, to keep and maintain the interior thereof including all doors, windows, glass, shutters, locks and fastenings and other furniture fixtures, fittings and additions thereto in good and tenable repair and decorative condition during the tenancy, normal wear and tear and damage caused by fire, storm, tempest, Act of God, riots excepted. | To upkeep interior doors, windows and fasteners |
| g) | Not to make or permit any alteration in the construction or structure of the Demised Premises without obtaining written consent of the Landlord and the consent and approval of the relevant authorities, if required. | Not to make alterations without Written consent |
| h) | Forthwith to give the Landlord notice in writing of any damage or structural defects in the Demised Premises. | To notify Structural Defects |
| i) | To replace at the expiration or sooner determination of the tenancy such of the Landlord's furniture, fixtures and fittings and other property within the said Demised Premises, as may have become damaged or lost by direct <i>substitution</i> (normal wear and tear and damage by fire, storm, tempest, Act of God, riots excepted) | To deliver Said Premises and to make good damage. |
| j) | Not to do or permit to be done upon the said 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 said 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. | To upkeep premises, furniture & fittings |
| k) | At the expiration or sooner determination of the tenancy hereby created to peaceably and quietly yield up the said Demised Premises to the Landlord with all furniture, fixtures and fittings or described in the | To peacefully redeliver the premises at |

Landlord	Tenant
CHOW	LEONG

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| | inventory (except the Tenant's fixtures and fittings) in tenantable repair in accordance with the Tenant's covenants hereinbefore contained | the end of the Tenancy. |
| l) | 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 hours to view the said Demised Premises for the purpose of letting the same provided always this is done by prior appointment and reasonable notice being given to the Tenant. | Permission to show to prospective Tenants |
| m) | To permit the Landlord or the Landlord's agent with the relevant authorization during the term of the tenancy at all reasonable hours with prior appointment and reasonable notice to bring prospective buyers to view the Demised Premises for the purpose of purchasing the said Demised Premises provided always that such sale be subject to this tenancy. | Permission to show to prospective Buyers. |
| n) | Not to hack any holes or drive anything whatsoever into the walls or to bore any holes into the ceiling without first having to obtain the consent in writing from the Landlord except anything reasonable done to hang pictures, paintings, wall decorations and the like. In the latter event, to reinstate the walls, wall papers, ceilings and paint over such portion with the same colour and coat if required by the Landlord before redelivery of the Said Demised Premises. | Not to bore holes in ceilings and walls and to reinstate upon redelivery. |
| o) | EXCEPT for the first month where the Tenant shall not be responsible for any minor repairs and maintenance for the Demised Premises, the Tenant to be responsible for all minor repairs not exceeding the sum of RM200.00 per item per job. | To be responsible for any minor repairs. |
| p) | At any time, owner giving advance 2 days notice, he or she shall got the right to visit the said premises at the time which tenant is convenience. | Unit Inspection |
| q) | Not to assign, sub-let, charge or part with the possession of the Premises or any part thereof without the consent of the Landlord first had and obtained; | Not to assign and sublet |

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

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| | | Landlord's Covenants |
| a) | To pay the Quit Rent, rates, taxes, assessments, management fees, service charges, and other outgoings relating to the said Demised Premises other than those herein expressly agreed to be paid by the Tenant. | To pay quit rent, assessment & service charges |
| b) | To maintain and keep the main structure including the walls, roofs, floors, plumbing, sewerage system, sanitary fittings and electrical wiring of the Demised Premises in good and tenantable repair and condition throughout the term hereby created PROVIDED ALWAYS that when the Tenant notifies the Landlord of any repair the Landlord shall carry out the repair within seven (7) working days from the date of the said notice, failing which the Tenant shall be entitled to proceed to carry out the said repair and the costs thereof shall be a debt from the | To Maintain Structure, Plumbing & Electrical

Systems & fittings. |

Landlord	Tenant
CHOW	LEONG

Landlord to the Tenant and be forthwith recoverable from the Landlord to the Tenant from the date such costs are incurred the same shall be reimbursed by the Landlord to the Tenant within seven (7) days from the receipt of such notice from the Tenant, failing which the Tenant shall be entitled to deduct the same from the Reserved Rent due to the Landlord provided always that where repairs under this covenant become necessary by reason of the negligence or willful default of the Tenant then the Tenant shall carry out such repair at the Tenant's own costs and expenses.

Repairs to be carried out within 7 working days

Tenant to do repairs where damage is due to Tenant's negligence.

c) To insure and keep insured the Demised Premises during the term hereby created from loss or damage by fire.

To keep insured Said Premises

d) The Landlord shall also do the following prior to commencement of Tenancy:

Matters to be attended to before commencement of Tenancy.

- Thoroughly cleaning of whole apartment including the kitchen cabinet, wardrobe, bathroom, glass window and all electrical appliances.
- To check and service all air-conditioners, lighting, plumbing, cooker hood and hob, electrical appliances and electric wiring.
- To ensure that previous electric (TNB), water and IWK bills are paid in full prior to hand over.
- To rectify all leaks and defects (if any).

e) Upon the Tenant paying the rent hereby reserved and observing and performing the covenants, obligations and stipulations on his part hereinbefore contained, to allow the Tenant to peaceably hold and quietly enjoy the Demised Premises without any interruption from the Landlord or any persons rightfully claiming through under or in trust for him.

To allow Tenant to enjoy Said Premises without Landlord's interruption.

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

a) 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 or if any of the Tenant's covenants shall not be performed or observed and if such default shall continue for Seven (7) days after the Landlord has given notice of such default to the Tenant or if the Tenant shall suffer execution on the Demised Premises or if the Tenant shall become 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 authorized by the Landlord in that behalf at any time thereafter 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 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.

Power of re-entry

Notice of Default

Automatic Determination of Tenancy and Landlord's Rights to Action

Landlord	Tenant
CHOW	LEONG

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 then in any of those event, the Tenant has to vacate the Demised Premises within 7 days, reimburse the Landlord for all and any damages caused to the Demised Premises and forfeit all deposits. The Tenant shall be responsible for all legal fees incurred by the Landlord to enforce this clause.

- b) If the Demised Premises or any part thereof shall at any time be destroyed or damaged from any cause (other than the 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 render the Demised Premises unfit for occupation and the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any default of the Tenant the rent hereby reserved or a fair proportionate 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 three (3) months after the event either the Landlord or the Tenant may at any time thereafter give to the other notice in writing to determine this tenancy and thereupon the same and everything herein contained 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 in respect of the rent hereby payable until such date.

Destruction or damage to Said Premises.

Suspension of Reserved Rent

Termination in the event of non-reinstatement.
- c) In the event the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term of 1 year, after the expiration of the term of the tenancy and gives the Landlord two (2) months notice in writing to that effect prior to the expiration of the of the term hereby created then the Landlord shall grant to the Tenant a lease of the Demised Premises for a further period of 1 year at mutually agreed rental prices commencing on the day following the expiration of the term hereby created on the same terms and conditions as are herein contained and that the termination by the Tenant during this period shall be two (2) months' notice in writing or payment in lieu thereof.

Option to renew.
- d) There shall be no termination of the tenancy during the first THIRTY-SIX months (36) months by either party.
 In the event that the Tenant desires to terminate this tenancy agreement at any time before the expiration of the terms hereby created, the Security Deposit and the Utility Deposit as stated in Clause 9 & 10 hereto shall be forfeited by the Landlord. If Landlord terminate this agreement at any time before the expiration of the terms hereby created, Landlord shall refund the Security deposit and Utility Deposit as stated & extra pay out Two months security deposit & half month Utilities deposit as compensation to Tenant .In the event, the tenant delays the rental payment and evidence of utilities bill payment by 2 months, the contract will be terminated.

Tenancy Termination
- e) In the event the Landlord shall be desirous of selling the Demised

Sales of

Landlord	Tenant
CHOU	LEONG

Premises prior to the expiration of the term hereby created, the Landlord hereby covenants and 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 purchasers at all reasonable times to enter upon and examine the Demised Premises upon prior appointment with reasonable notice given by the Landlord.

Said Premises subject to Tenancy

- f) All costs and incidental to the preparation of this Agreement including stamp duty shall be borne by the Tenant. Each party shall bear its own solicitors cost. Cost of preparing agreement
- g) Each party shall bear its own solicitors costs in respect of any action, claims or proceedings as against the other party. Legal Costs
- h) Any notice in writing under the terms and conditions of this Agreement to be sent to either party hereto by the other shall be by prepaid registered post or by facsimile to be followed by registered post and shall be deemed to be sufficiently served at the time when in the ordinary course of post would have been delivered. Service of notice
- i) 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 anytime by the Landlord shall prejudice affect and/or restrict the rights and powers of the Landlord hereunder. Landlord's unrestricted rights to action
- j) The Schedule and Inventory hereto shall be taken read and construed as an essential part of this Agreement. Attachments
- k) Time whenever mentioned herein shall be of the essence of this agreement. Time
- l) Landlord shall refund the security deposit & utilities deposit to the Tenant in Seven (7) days after the Tenant move out & handover back the said premises keys & access to the Landlord & prove the receipts that all utilities are fully paid up to date. Refund of Deposit

7. IN THIS AGREEMENT

- a) The terms "Landlord" and the "Tenant" shall include their respective heirs, personal representatives and successors-in-title; Interpretation
- b) words importing the masculine gender only shall include the feminine and neuter gender; and
- c) words importing the singular number shall include the plural number and vice versa

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Landlord	Tenant
CHOW	LEONG

IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year specified in Section 1 of the Schedule hereto.

SIGNED by

For and on behalf of the : *CHOW MEI KUAN*
LANDLORD

CHOW MEI KUAN

(NRIC NO. : 880707-56-6226)

In the presence of

Witness

Name: *WONG*

.....WONG CHUN MUN.....

NRIC No:

.....970211-14-5865.....

For and on behalf of the : *LEONG*
TENANT

LIONG KOK KIAN

(NRIC NO. : 791225-14-5045)

In the presence of

Witness

Name: *LEE CHIA RONG*

.....LEE CHIA RONG.....

NRIC No:

910218-14-5409

Landlord	Tenant
<i>CHOW</i>	<i>LEONG</i>

(The Schedule and Inventory attached hereto are to be taken read and construed as an essential part of this Agreement)

SCHEDULE

<u>SECTION</u>	<u>PARTICULARS</u>
1.	Date of agreement : This day 1ST of FEBUARY 2022
2.	Description of Landlord : Name : CHOW MEI KUAN NRIC NO. : 880707-56-6226 Address : Bank Branch : HONG LEONG BANK Bank Account No : 36650069550
3.	Description of Tenant : Name : LIONG KOK KIAN NRIC NO. : 791225-14-5045 Address : 57 JALAN 2/21B TAMAN SETAPAK 53000 KUALA LUMPUR
4.	Description of Demised Premises : J-11-06 EKO CHERAS SERVICE APARTMENT TAMAN MUTIARA BARAT CHERAS 56000 KUALA LUMPUR
5.	Term of Tenancy : One (1) year commencing 1 st February 2022 and expiring 31 st January 2023 with an option to renew for one (1) year.
6.	Commencement Date : 1 st FEBUARY 2022
	Expiry Date : 31 st JANUARY 2023
7.	Reserved Rent : RM2,000.00 (1 month's rent)
8.	Date payable : The Landlord and Tenant hereby agreed that the payment of rental shall be paid by the Tenant upon execution of this Agreement and thereafter the rental shall be paid on every 1 st day of the month during the terms of tenancy.
9.	Security Deposit : RM4,0000.00 (2 month's rent)
10.	Utilities Deposit : RM1,000.00 (Half month's rent)

Landlord	Tenant
<i>CHOW</i>	<i>LEONG</i>