

Dated this *day of* 2022

TENANCY AGREEMENT

BETWEEN

**JUBLI CANGGIH SDN BHD
(COMPANY NO: 502957-P)**

("Landlord")

AND

**CHEW GUAT TEE
(NRIC NO. : 710113-01-5046)**

("Tenant")

Property : UNIT 01-02, WISMA LKT
Address : JALAN NADCHATIRAM
 TAMAN TAYTON VIEW, CHERAS
 56000 KUALA LUMPUR

MESSRS. Y S LING & CO.

Advocates & Solicitors

C41-2, Jalan Danau Lumayan

Bandar Sri Permaisuri

56000 Kuala Lumpur

Tel: 011-56200223

Ref: LYS/JCSB/626/0122TA

- (a) to pay the Rental on the day and in the manner aforesaid ;
- (b) to pay all charges and outgoings on electricity, water, Indah Water Consortium sewerage fees, maintenance fees and garbage fees ;
- (c) unless otherwise mutually agreed upon the parties hereto to pay as and when required by the Landlord an additional sum over and above the rental in respect of any increase in municipal or other rates taxes assessments or property tax or other impositions of a like nature by whatever name called but excluding quit rent (hereinafter collectively referred to as "**the said taxes**") levied and imposed or to be levied and imposed upon or in respect of or attributable to the Demised Property over the above the amount of the said Taxes levied and imposed at the date of commencement of the Tenancy ;
- (d) to keep the building structure of the Demised Property, interior of the Demised Property, surface material on walls and ceilings, curtain operating apparatus and tracks (if any) initially installed and supplied by the Landlord and the Landlord's fixtures thereon including doors, locks, window s glass, shutters, locks, fastenings, electric wire installations and fittings for light and power, switch and other fixtures and additions thereto in good and tenable repair and clean conditions and to replace or repair any part thereof which shall be broken or damaged due to the malicious negligent or careless acts or omissions of the Tenant and should any damage be 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 Property (including flooring, walls, ceilings, doors, windows and other Landlord's fixtures) the Tenant shall be wholly responsible therefore and shall fully indemnify the Landlord against all claims, actions and legal proceedings whatsoever made upon the Landlord by any person in respect thereof ;
- (e) to permit the Landlord and his agents with or without workmen and appliances at all reasonable times to enter upon the Demised Property to view the condition thereof and to do such works and things as may be required for any repairs alterations or improvements to the Demised Property or any part or parts of the Demised Property and the forthwith to repair and amend in a proper and workmen-like manner any defects for which the Tenant is liable and of which written notice shall be given to the Tenant or left on the Demised Property ;
- (f) not to use the Demised Property for any illegal unlawful or immoral purposes and not to do or permit to be done any act or thing which may become a nuisance or give reasonable cause for complaint from any of the other Tenants or occupiers of the Property or any other buildings adjoining the Demised Property ;
- (g) not to use the Demised Property or any part thereof for carrying on any business which causes the accumulation of dirt, rubbish or debris of any sort in or outside the Demised Property or which causes an unreasonable amount of noise or which in the opinion for the Landlord is undesirable or unsuitable for the other Tenants or occupiers of the Demised Property ;
- (h) not to make or permit to be made any alterations in or additions to the Demised Property or the Landlord's fixture fittings and decorations therein without having first obtained the written license of the public authority and consent of the Landlord therefore and in the event of such license and consent being given, to carry out at the Tenant's own expense such alterations or additions with such materials and in such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby

created the Tenant shall dismantle, remove, demolish or take down such alterations and revert to its original condition. The Tenant shall at all times be fully responsible for any illegality and liabilities arising out of such alterations and/or additions and shall and does hereby covenant to keep the Landlord fully indemnified in respect of the same ;

- (i) not to assign underlet or part with the actual or legal possession or the use of the Demised Property or any part thereof for any term whatsoever without the prior consent in writing of the Landlord first had and obtained PROVIDED ALWAYS that in the event of the Tenant assigning under letting or parting with the actual or legal possession or use of the Demised Property or any part thereof in contravention of this Clause the Landlord may without prejudice to his rights under the Tenancy collect from any assignee under lessee or any other person in possession of the Demised Property or any part thereof all rentals and other moneys payable in respect of the Demised Property or any part thereof by such person or persons to the Tenants and PROVIDED FURTHER that such collection of rentals and other moneys as aforesaid shall not be deemed to be an acceptance by the Landlord of any such person or persons as assigned under lessee Tenant or occupier of the Demised Property or any part thereof. Consent should not be unreasonable withheld;
- (j) to always keep the demised premise's common area such as the stairway, lift, the pathway, clean, free of obstructions and not to create nuisance to tenant at other levels for their quiet enjoyment of their unit ;
- (k) not to do permit or suffer to be done anything whereby the policy or policies of insurance on the Demised Property or on the Property against damage by fire may become void or violable or whereby the premium thereon may be increased and to make good all damage suffered by the Landlord and to repay to the Landlord on demand all sum paid by him by way of increased premiums and all expenses 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 ;
- (l) not to use the Demised Property as a funeral parlor or the sale of coffins or for any matters or business relating to funerals and the dead and to use the Demised Property only for the purposes as stated in Part H of the FIRST SCHEDULE hereto ;
- (m) to obtain and maintain at the Tenant's own expenses all government licenses, permits, registration (including trade name) and other consents necessary if required ;
- (n) not to install any electrical wiring, sockets, plugs or power points within or outside the Demised Property without the consent of the Landlord and if such consent is given the installations(s) shall be subject to such conditions as the Landlord shall reasonably determine;
- (o) to comply with all laws rules and regulations affecting or concerning the use of the Demised Property which are to be complied with or observed by the occupants ;
- (p) at the expiration or sooner determination of the Tenancy to peaceably yield up the Demised Property with the fittings and fixtures thereto in good and tenantable repair and condition ;
- (q) Tenant must attach monthly settled electricity / water bills to Landlord as prove of payment when making monthly rental.

4. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows :-

- (a) to pay all present and future rates, taxes, quit rents, assessments, maintenance fees and outgoing in respect of the Demised Property other than those herein agreed to be paid by the Tenant ;
- (b) to keep the roof, main structure, walls and the main drain and pipes and the common part of the Demised Property or as the case may be, the Demised Property in good and tenantable repair and conditions ;
- (c) at all times throughout the Tenancy to keep the Demised Property excluding the properties of the Tenant sufficiently insured against loss or damage by fire ;
- (d) to permit the Tenant if he punctually pays the Rental and observes the stipulations terms and conditions on his part herein contained to peaceably enjoy the Demised Property during the Tenancy without any interruption or disturbance by the Landlord or those lawfully claiming under or in trust for him.

5. MUTUAL COVENANTS

PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows :-

- (a) if the Rental or any part thereof shall be unpaid after becoming payable in accordance with Clause 1 and 3 (a) hereof (whether formally demanded or not) or if the Tenant shall make default in the observance or performance of any of the covenants on his part herein contained or if the Tenant shall have a receiving order made against him or shall make any assignment for the benefit of his creditors or enter into any agreement or make any arrangement with distress or attachment or execution to be levied against his 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 of the subject matter of the said forfeiture notice is FOURTEEN (14) days and on the expiration of the breach complained of having being remedied the Landlord shall forthwith be at liberty to re-enter upon the Demised Property 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 breach of the Tenant's covenant herein contained;
- (b) if as a result of the introduction or implementation of any new laws, rules or regulations or the amendment of existing laws, rules or regulations by the appropriate authorities requiring any changes or modifications to the structure of the Demised Property or the Property, the Landlord reserves the full right and liberty at his own costs and expenses to comply with such requirement and such changes or modifications shall not annual the Tenancy nor shall it be subject of any claim by either party hereto ;
- (c) if as result of the introduction or implementation of any new laws, rules or regulations or the amendment of existing laws, rules and regulations by the appropriate authorities

requiring any changes or modifications to the partitions carried out by the Tenant to the Demised Property, the Tenant shall forthwith upon notice from the Landlord shall attend to the changes or modifications and all costs and expenses by the Landlord shall be recovered by action ;

- (d) if the Demised Property or any part thereof shall be damaged or destroyed by fire or the risks so as to render the Demised Property unfit for use (except where such fire or other risk so has been caused by the default or negligence of the Tenant or his servants or agents) the rental or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Property shall again be rendered fit for occupation and use PROVIDED THAT in the event of total destruction of the Demised Property the Tenant shall be entitled to summarily terminate the Tenancy and any dispute concerning this Clause shall be determined by arbitration and/or litigation in court in accordance with the law relating to arbitration and/or Malaysia law for the time being in force. The Landlord shall not be bound to reinstate the Demised Property. If the Landlord shall decide not to reinstate the Demised Property which decision shall be made within THIRTY (30) days of the happening of the damage or destruction, the tenancy shall be deemed to be determined from the date of happening of the damage or destruction of the Demised Property subject to payment (if any) of any proportioned amount of the Rental that may be payable for the use of the Demised Property from the date of happening of the damage or destruction to the date when the Tenant ceases to occupy the undamaged portion of the Demised Property ;
- (e) in addition to the Security Deposit the Tenant shall upon execution hereof also pay to the Landlord the Utility Deposit as deposit for the use or consumption at the Demised Property of the telephone, electricity, water and other utilities ;
- (f) any indulgence given by the Landlord shall not constitute a waiver of or prejudice to the Landlord's rights herein contained ;
- (g) any notice requiring to be served hereunder shall be in writing and shall be served on the Tenant by registered post and addressed to him at the Demised Property and any notice to the Landlord shall be in writing and shall be served by registered post or delivered personally to him at his address herein before provided ;
- (h) the Landlord's and the Tenant's legal costs in respect of this Agreement together with the stamp duty thereon shall be borne and paid by the Tenant ;
- (i) the terms and conditions as appearing in the FIRST SCHEDULE hereto are part of this Agreement ;
- (j) the inventory list / photographs of the demised property as appearing in the SECOND SCHEDULE hereto are part of this Agreement and the Tenant must ensure that upon the expiry of this Agreement before returning the Demised Property to the Landlord, to reinstate the Demised Property to its original state and condition to the satisfaction of the Landlord at the Tenant's costs. If the Tenant fails to reinstate the Demised Property in accordance with the provisions of this clause, the Landlord may effect the same at the Tenant's cost and expense.
- (k) this agreement is renewable as stated in Part K of the FIRST SCHEDULE. If the Tenant shall be desirous of extending the Tenancy for a further term upon the expiry of the said tenancy for a term as stated in Part D of the FIRST SCHEDULE hereto shall no later than

TWO (2) months before the date of expiry of the Tenancy give to the Landlord a written notice of such desire and provided that he has paid the Rental and performed and observed the stipulations terms and conditions on his part contained up to the expiry of the Tenancy the Landlord shall at its discretion let the Demised Property to the Tenant for such further term as aforesaid at such rental, security and utility deposits to be then mutually agreed upon by the Landlord and the Tenant PROVIDED THAT the new rental shall be comparable with the prevailing rental of similar premises;

- (l) in the event if the Landlord is desirous of selling and/or to take back the demised property before the expiry of this tenancy for whatsoever purposes and to whoever third party, the Landlord is required to provide THREE (3) months' notice to the Tenant of such intention and subject to the content of the Landlord's written notice, the Tenant shall comply with the conditions stipulated in the written notice therein and accept a full refund of the securities deposit and utilities deposit. Thereafter, clauses that governs the conditions of the return of the demised property shall be complied with therein. Alternatively, the Landlord has a right to sell the demised property with tenant to any third party as long as sufficient notice has been provided to the Tenant;
- (m) The Landlord has a right to rent the outer space of the demised property's building to any third party as advertisement space, as long as the advertisement is not causing any inconveniences to the Tenant such as blocking the view of the windows of the demised property;
- (n) in this Agreement where the context so admits :-
 - i. the expression "the Landlord" shall include any legal entity and the personal representatives, successors-in-title and assigns of the Landlord and the expression "the Tenant" shall include any legal entire and the personal representatives, successors-in-title and permitted assigns of the Tenant ;
 - ii. where there are TWO (2) or more persons or parties included or comprised in the expression "the Landlord" or "the Tenant", agreement, covenants, terms, stipulations and undertakings expressed to be made by and on the part of the Landlord or the Tenant shall be deemed to be made by or binding upon such persons or parties jointly and severally ;
 - iii. words importing the masculine gender only shall include the feminine and neuter genders and vice versa and words importing the singular number only shall include the plural and vice versa.
- (o) in the event the tenancy being determine by the Tenant at any time before the expiration at the term hereby created, the said deposit stated in Parts F & G of the FIRST SCHEDULE hereof shall be FORFEITED by the Landlord absolutely but without prejudice to any other rights and or remedies available to the Landlord ;
- (p) if any rent shall be in arrears or unpaid for one (1) month (whether formally demanded or not) the Landlord may at this absolute discretion to make a Police report and re-enter upon the Demised Property and immediately determined the Tenancy hereby created as if written notice to quit has been duly given and had expired and wherever this power of re-enter shall arise whether the same be exercised or not the rent of the current month shall immediately become payable. The Landlord's re-entering shall not be challenged by the Tenant on any ground whatsoever.

6. GOVERNMENT TAX

If any new rates or other governmental impositions other than assessment or quit rent by whatsoever name called as levied or imposed upon or in respect of the Demised Property during the term hereby created to pay to the Landlord by way of an additional to the existing rent, a portion of such increases or new taxes rates or other governmental impositions.

7. NOTICES

- (a) Any notice given under this Agreement:
- i. shall be in writing in the English language;
 - ii. the addresses for service of notice are:

Landlord

Name : Jubli Canggih Sdn Bhd
Company No. : 502957-P
Address : Lot PT, 11762 Jalan Nadchatiram Taman Taynton View,
Cheras, 56000 Kuala Lumpur
Representative : Ling Kong Tet
(NRIC No. 560406-10-5423)

Tenant

Name : CHEW GUAT TEE
NRIC No. : 710113-01-5046
Address : B-2-15, Pangsapuri Nusa Mewah
Jalan 14, Kampung Cheras Baru
56100 Kuala Lumpur

8. GOVERNING LAW AND JURISDICTION

- (a) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Malaysia.
- (b) The Parties irrevocably agree that the courts of Malaysia shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter (including non-contractual disputes or claims).

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF the Landlord and the Tenant have hereto affixed their hands the day and year herein set out in this Agreement.

SIGNED by the Landlord)
LING KONG TET)
[NRIC No. 560406-10-5423])
Representative of)
JUBLI CANGGIH SDN BHD)
[Company Registration No. 502957-P])
in the presence of :-)

SIGNED by the Tenant)
CHEW GUAT TEE)
(NRIC No. 710113-01-5046))
in the presence of :-)

Ling Kong Tet, representative of Jubli Canggih Sdn Bhd (Landlord) and Chew Guat Tee (Tenant) in respect of the Property at Unit 01-02, Wisma LKT, Jalan Nadchatiram, Taman Tayton View, Cheras, 56000 Kuala Lumpur.

FIRST SCHEDULE

<u>PART</u>	<u>PARTICULARS</u>
A. Landlord	Name : JUBLI CANGGIH SDN BHD Company Registration No. : 502957-P Address : Lot PT, 11762 Jalan Nadchatiram Taman Taynton View, Cheras, 56000 Kuala Lumpur
B. Tenant	Name : CHEW GUAT TEE NRIC No. : 710113-01-5046 Address : B-2-15, Pangsapuri Nusa Mewah Jalan 14, Kampung Cheras Baru 56100 Kuala Lumpur
C. Demised Property	Address : Unit 01-02, Wisma LKT, Jalan Nadchatiram, Taman Taynton View Cheras, 56000 Kuala Lumpur
D. Period of the Tenancy	Number of year (s) : ONE (1) YEAR Commencement date : 1st MAY 2022 Termination date : 30th APRIL 2023
E. Monthly Rental	Ringgit Malaysia THREE THOUSAND AND FIVE HUNDRED (RM3,500.00) ONLY .
F. Monthly Maintenance Fees	Ringgit Malaysia THREE HUNDRED FIFTY (RM350.00) ONLY
G. Security Deposit	Ringgit Malaysia SEVEN THOUSAND (RM7,000.00) ONLY.
H. Utility Deposit	Ringgit Malaysia ONE THOUSAND (RM1,000.00) ONLY.
I. Use of Demised Property	Strictly for BUSINESS purposes only.
J. Payment Method	Rental to be paid on or before the 7 th day of each tenancy month throughout the Tenancy Period; Tenant to bank in the rental to the Landlord, the bank details are as such: PUBLIC BANK BERHAD ACCOUNT NAME : JUBLI CANGGIH SDN BHD ACCOUNT NO : 3196671236
K. Renewal	Renewal is subject to the discretion of the Landlord. Rental is subject to a rate to be determined by the Landlord or at the prevailing market rate.

SECOND SCHEDULE

(Inventory List / Photographs Taken at the Demised Property - Attachments)

UNIT 01-02





