

TENANCY AGREEMENT

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:-

- | | |
|---|---|
| <p>1. The Landlord is the legal and beneficial owner of the Demised Premises described in Section 4 of the Schedule hereto (hereinafter referred to as the "Demised Premises").</p> | Parties

Recitals:

Description of Demised Premises |
| <p>2. The Landlord is desirous of letting and the Tenant is desirous of taking the Demised Premises together with furnishings, fixtures, fittings and furniture as described in the Schedule 2 (Inventory List) hereto (on an "as is basis") and upon the terms and conditions hereinafter contained.</p> | Inventory of Furnishings |
| <p>3. The Tenant being a natural person or the occupant (in the case of the Tenant being Company) is an expatriate currently holding or in the process of applying for a valid work permit to work in Malaysia.</p> | Expatriate Tenant Or Occupant |

NOW THIS AGREEMENT WITNESSETH as follows:-

- | | |
|--|--|
| <p>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 term of tenancy specified in Section 5 of the Schedule hereto (hereinafter referred to as the "Term of Tenancy") from the date specified in Section 6.1 of the Schedule hereto (hereinafter referred to as the "Commencement Date") to the date specified in Section 6.2 of the Schedule hereto (hereinafter referred to as the "Expiry Date") at an agreed monthly rental specified Section 7 of the Schedule hereto (hereinafter referred to as the "Reserved Rent") payable in advance by the date of each and subsequent calendar month specified in Section 8 of the Schedule hereto and subject to the terms and conditions hereinafter contained.</p> | Agreement to rent Demised Premises

Term of Tenancy

Commencement and Expiry Date

Reserved Rent

Date Payable |
| <p>2. The Tenant shall upon execution of this Agreement pay the Landlord the sum specified in Section 9 of the Schedule hereto (receipt whereof the Landlord hereby acknowledges) (hereinafter referred to as the "Deposit") 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 Deposit shall be maintained at this figure during the Term of Tenancy and shall not without the previous written consent of the Landlord be deemed to be or treated as payment of rent and the same shall be returned to the Tenant free of</p> | Rental Deposit |

Landlord	Tenant
	<i>Chen Shi Xu</i>

- interest within a period of not more than thirty (30) days from the date of 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 excepted).
3. The Tenant shall also upon the execution of this Agreement pay the Landlord the sum specified in Section 10 of the Schedule hereto (hereinafter referred to as the "Utilities Deposit") as deposit towards water, electricity, gas and sewerage 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. Utilities Deposit
 4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:- Tenant's Covenants:
 - 4.1 To pay the Reserved Rent on the days and in the manner aforesaid. To pay Reserved Rent
 - 4.2 To pay all additional charges in respect of water, electricity and broadband connection consumed on the Demised Premises which is over the agreed charges to be paid by Landlord as shown in Schedule 3. Tenant to pay for any other utilities supplied to the Demised Premises according to the meters thereon (if any). Payment of Utilities
 - 4.3 During the Term of Tenancy, to keep the Demised Premises, the furniture, fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenable repair and condition (normal wear and tear excepted). To keep in good repair
 - 4.4 To use the Demised Premises as a place of residence in the occupation of one family of four pax only. Private Residence
 - 4.5 To observe all the house rules and regulations made by the Management of the complex. To observe House Rules
 - 4.6 Not to carry on or permit or suffer the use of the Demised Premises for any other purpose and in particular not to use the Demised Premises for any unlawful or immoral purposes. Not to use Demised Premises for any illegal purposes
 - 4.7 Not to suffer or permit anything to be in or upon the 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 therefrom. Not to permit nuisance
 - 4.8 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 To keep interior in good repair

Landlord	Tenant
	<i>Chen Bin Xu</i>

- tenantable repair and decorative condition and to replace and substitute the electric/florescent bulbs at its own costs during the Term of Tenancy.
- 4.9 Not to make or permit any alteration in the construction or structure of the Demised Premises nor to cut, alter or injure any of the walls, timbers or floors of the Demised Premises nor to hack any holes or drive anything whatsoever into the walls or to bore any holes into the ceiling without the previous written consent of the Landlord and if the teak timber finish of the floor (if any) is scratched and/or damaged, to varnish and restore the same to its original condition upon termination of this Agreement.

Not to make alterations and to maintain premises in present state
 - 4.10 Forthwith to give the Landlord notice in writing of any structural defects in the Demised Premises.

To give notice of structural defects
 - 4.11 To replace at the expiration or sooner determination of the Term of Tenancy such of the Landlord's furniture, fixtures and fittings and other property within the Demised Premises, as may have become damaged or lost by direct substitution i.e. of equivalent value and quality.

To make good damage
 - 4.12 Save in so far as the Landlord is made liable therefor by statute not to hold the Landlord liable for any accident damage or injury caused to the Tenant, his servants, agents, licensees and invitees on the Demised Premises which may happen as a result of the negligence improper management, breakage or want of repair of any part of the Demised Premises or any fittings, fixtures furniture and/or equipment therein and to indemnify the Landlord for all damages arising therefrom.

Not to hold Landlord liable
 - 4.13 To permit the Landlord and his duly authorised representatives upon giving seven (7) days' previous notice in writing at all reasonable times to enter upon and examine the condition of the Demised Premises, whereupon the Landlord shall be entitled to serve upon 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 Demised Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.

To permit entry for inspection and do repairs
 - 4.14 Not at any time during the Term of Tenancy without the consent in writing of the Landlord to assign, sub-let or otherwise part with the possession of the Demised Premises or any part thereof or permit of suffer any other person or persons to hold or occupy the same or any part thereof.

Not to assign or sub-let

Landlord	Tenant
	<i>Chen Qiu Xu</i>

- 4.15 Not to do or permit to be done on the Demised Premises anything which may or will infringe any of the laws, bye-laws or regulations made by the Government or any competent authority affecting the 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. Not to do acts which will affect Landlord's insurance
- 4.16 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 rate of premium be increased and to repay to the Landlord all sums paid by way of increased premiums and all expenses incurred by him in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and all such payments shall be a debt due and forthwith recoverable by the Landlord. Not to avoid insurance
- 4.17 To insure his own valuables and belongings including all additional furnishings fixtures and fittings brought thereon the Demised Premises against loss and damage by fire or theft during the Term of Tenancy. To insure own valuables, etc.
- 4.18 At the expiration or sooner determination of the Term of Tenancy hereby created to peaceably and quietly yield up the Demised Premises to the Landlord with all the furniture, fixtures and fittings (except the Tenant's fixtures and fittings) therein in tenantable repair in accordance with the Tenant's covenants herein before contained. To yield up Demised Premises furnishings, fixtures and fittings in good repair
- 4.19 Tenant who is a recognised Diplomatic Officer of a Sovereign Embassy in Malaysia can terminate the Tenancy without any notice upon the occurrence of the conditions mentioned below.
 i) In the case of severance of Diplomatic Relations between Malaysia and Afghanistan
 ii) In the case of Government of Afghanistan, decides to close the Embassy in Malaysia
 iii) In the case the Government of Afghanistan had given order to repatriate their citizens from Malaysia
 iv) in the case of the Tenant being transferred out of Malaysia and back to Afghanistan
 The security deposit and utilities deposit shall be refunded upon the check-out of the Tenant provided the tenanted premise is returned in good condition and good repair of all inventories inside. Any necessary reinstatement or repairs to make good shall be assessed and sums mutually agreed and deducted from the deposits before any refund is made. Diplomatic Clauses
5. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:- Landlord's Covenants:
- 5.1 To pay the Quit Rent assessment, service charges, agreed maximum limit for sewerage, water, electricity, broadband To pay quit rent,

Landlord	Tenant
	<i>Chen Qiu Xu</i>

- connection and other outgoing relating to the Demised Premises other than those herein agreed to be paid by the Tenant especially the excess over the maximum limits stated above and as shown in Schedule 3. assessment and service charges
- 5.2 To insure and keep insured the Demised Premises, furnishings, fixtures and fittings belonging to the Landlord against loss and damage by fire during the Term of Tenancy. To keep insured
- 5.3 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 Demised Premises without any interruption from the Landlord or any persons rightfully claiming through under or in trust for him. To allow quiet enjoyment
- 5.4 To ensure that the main structure walls, floors, roofs, drains, electricity system, water system, all fixtures and fittings of the Leased Premises are in good and tenantable repair throughout the term hereby created PROVIDED ALWAYS that where such repairs under this covenant shall become necessary by reason of the negligence or wilful default of the Tenant his servants or agents then the Tenant shall carry out such repair at its own cost and expense. If, however, it would not be possible to determine whether the repairs were due to the said negligence or willful default, then the Landlord shall carry out the required repairs and then may claim back the cost of the same from the Tenant should the negligence or willful default be proven at a later time. To ensure all fixtures and fittings are in good working order
- 5.5 In the event that the Landlord fails to carry out any repairs to the main structure walls, floors, roofs, drains, electricity system, water system and other fixtures and fittings of the Leased Premises within fourteen (14) days of notice being given by the Tenant and/or Occupant, the Tenant and/or Occupant shall be at liberty to undertake the repairs and thereafter deduct the cost and expense incurred by the Tenant from any rental owing to the Landlord and/or charge the cost and expense from the Landlord. All monies due under this provision shall be paid by the Landlord within seven (7) days upon receipt of the invoice. This provision shall be always subject to the condition that in respect of urgent repairs as well as issues of utilities supply, the relevant time limit shall be twenty four (24) hours' notice. Repairs to be done within 14 days
6. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:- Provisos:
- 6.1 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 covenants shall not be performed or observed or if the Tenant shall suffer execution on the Demised Premises or if the Tenant shall become a bankrupt or being a company or corporation shall Power of re-entry

Landlord	Tenant
	<i>Chen Sim Xu</i>

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 authorised by the Landlord in that behalf at any time thereafter to re-enter upon the 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.

- 6.2 If the Demised Premises or any part thereof at any time during the Term of Tenancy be destroyed or damaged by any cause (other than the act or 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 be unfit for occupation and use then the rent hereby reserved 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. If the Demised Premises shall not be rebuilt or reinstated by the Landlord within one (1) month after the event either the Landlord or the Tenant may at any time thereafter give to the other of them notice in writing to determine this tenancy and thereupon this Agreement 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 of the Landlord in respect of the rent hereby reserved until such date.

Destruction or damage to Demised Premises

Suspension of Reserved Rental

Termination in event of non-reinstatement

Notwithstanding anything herein contained, the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect thereof:-

No claims against Landlord

- 6.3.1 Any interruption in any of the common facilities used and enjoyed in conjunction with the Demised Premises occasioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, Act of God or cause beyond the control of the Landlord or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of electricity or water telephone service or labour disputes.
- 6.3.2 Any damage injury or loss arising out of the leakage of the piping, wiring and other systems in the condominium complex.

Interruption in services, etc.

Leakage, etc.

Landlord	Tenant
	<i>Chen Qin su</i>

- 6.3.3 Any damage or loss of the goods and chattels of the Tenant as a result of theft, robbery or any other wilful and destructive act committed by outsiders beyond the control of the Landlord.

Damage to goods
- 6.4.1 In the event that the Tenant or Tenant’s company shall unlawfully terminate this agreement during the One (1) years of Tenancy hereby granted, the Landlord should have the right to forfeit the rental deposit and claim against the Tenant for loss of rental for the unexpired period of the Tenancy hereby created and other sums due to the Landlord under the terms of this Tenancy hereby created.

Failure of Two year terms.
- 6.4.2 In the event the Tenant shall be desirous of taking a tenancy of the Demised 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 11 of the Schedule hereto upon the same terms and conditions (save and except for this clause) and rental rate mutually agreed upon will be revised accordingly at the prevailing market rate.

Option to renew
- 6.5 Without prejudice to Clause 6.1, the Tenant shall pay interest on demand to the Landlord on any monies which are or become due and payable pursuant to the provisions of this Agreement or due upon judgment to the Landlord until such time as all outstanding moneys including interest shall have been paid in full. The rate of interest applicable shall be at the rate of ten per centum (10%) per annum and such interest shall accrue and be calculated on a daily basis.

Interest on late payment of Reserved Rent
- 6.6 In the event the Landlord shall be desirous of selling the Demised Premises prior to the expiration or 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 and the Tenant hereby agrees to allow prospective purchasers at all reasonable times to enter upon and examine the Demised Premises upon reasonable notice given by the Landlord.

Sale of Demised Premises subject to Tenancy
Permission to view
- 6.7 All costs and incidental to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant

Costs of preparing agreement
- 6.8 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 in the ordinary course of post would have been delivered.

Service of notices
- 6.9 The Schedule 1, 2 (Inventory List) and 3 (additional works and

Schedule and

Landlord	Tenant
	<i>Chen Siman</i>

services to be provided by the Landlord) hereto shall be taken Inventory
read and construed as an essential part of this Agreement.

6.10 In respect of the maintenance of the air-conditioners (if any), the Landlord shall bear the costs of major repair and tenant shall maintain and service all the air-conditioners regularly (recommended every 4-6 months) or as and when necessary during the said tenancy period. Air-conditioning maintenance & service

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 the Landlord in the)
presence of:-)

Signature of Witness:

Name :
NRIC :

SIGNED by the Tenant in the)
presence of:- **Chen Qiu Xu**)



Signature of Witness:

Name :
NRIC :

Landlord	Tenant
	<i>Chen Qiu Xu</i>

SCHEDULE 1

SECTION		PARTICULARS
1.	Date of Agreement	The day of 2022
2.	Description of Landlord	Name : Datuk Nur Jazlan Mohamad NRIC No : 660215- 10- 5605 Address : No.119, Jalan Setiabakti 9, Bukit Damansara, 50490 Kuala Lumpur.
3.	Description of Tenant	Name : CHEN, QIUXU Passport. No : EA5033757 (PR of CHINA) Addres : Unit 1- 50- 01 STAR Residences Tower 1, Lot 108, Jalan Yap Kwan Seng, 50450, Kuala Lumpur
4.	Description of Demised Premises	Unit 1- 50- 01 STAR Residences Tower 1, Lot 108, Jalan Yap Kwan Seng, 50450, Kuala Lumpur (furnished as per Inventory attached and signed)
5.	Term of tenancy	One (1) year with the option to renew for another year
6.	6.1 Commencement Date 6.2 Expiry Date	1 st March 2022 28 th February 2023
7.	Reserved Rent	RM 3,500.00 (Ringgit Malaysia Three Thousand Five Hundred Only) per month
8.	Date payable	On the 28th of each and every subsequent month
9.	Security Deposit	RM 7,000.00 (Ringgit Malaysia Seven Thousand Only) (equivalent to two (2) months rental)
10.	Utility Deposit	RM 1,750.00 (Ringgit Malaysia One Thousand Seven Hundred and Fifty Only)

Monthly rental is to be deposited into the Landlord following account :-

Landlord	Tenant
	<i>Chen Qiu Xu</i>

Bank : CIMB
 Name : DATUK NUR JAZLAN MOHAMED
 Account Number : 8000526458

SECOND SCHEDULE

MAINTENANCE CHECK LIST

This is to confirm that the landlord / landlord representative / agent and the tenant / tenant's representative / agent has inspected all the facilities provided for in the unit and accepted them in good working condition and capacity / capacities. Both parties hereby agreed that each party shall be responsible respectively for extent of repair works as follows:

LANDLORD	TENANT
Air- conditioner <i>(replacement of spare part & chemical clean)</i>	Air- conditioner <i>(normal service all air- conditioning regularly at least every 4- 6 months)</i>
Water heater, flush system, shower head <i>(replacement of spare part)</i>	Lighting <i>(replacement of bulb)</i>
Refrigerator & Dishwasher (if any) <i>(replacement of spare part)</i>	Drainage system <i>(clogging)</i>
Washing machine & Tumble Dryer (if any) <i>(replacement of spare part)</i>	Hinge for wardrobe, cabinet & kitchen cabinet <i>(replacement of screw, to maintain good condition)</i>
Microwave oven <i>(replacement of spare part)</i>	Curtain / Blind / Roller <i>(to wash curtain)</i>
Television and DVD player (if any) <i>(replacement of spare part)</i>	Water filter, cooker hood <i>(replacement of cartridge)</i>
Ventilation Fan <i>(replacement of spare part)</i>	All electrical items <i>(to maintain good condition inclusive normal servicing)</i>
Water supply system <i>(water filter, piping system, leaking)</i>	

In the event, the tenant terminates this tenancy agreement he or she shall be responsible for the following items:-

- a) To thoroughly clean the whole apartment including all curtains.
- b) To service all air- conditioners.
- c) To make good and tenable repair all electrical items (normal wear and tear excepted)
- d) To ensure plumbing system are in good working conditions
- e) To pay all due date charges in respect of water, sewerage, electricity, gas and all others utilities supplied to the apartment

THIRD SCHEDULE

PAYMENT OF UTILITY BILLS

Landlord	Tenant
	<i>Chen Jia Xu</i>

This is to confirm that the landlord and Tenant shall pay the utility bills as follows:

LANDLORD	TENANT
	a) Pay TNB Electricity Bill b) Pay Water Bill c) Pay Broadband Bill

Landlord	Tenant
	<i>Chen aifu</i>