

**DATED THIS 28<sup>th</sup> DAY OF MARCH 2022**

**BETWEEN**

**TO FU YONG  
(Landlord)**

**&**

**KIM YEEUN  
(Tenant)**

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**TENANCY AGREEMENT**

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**B-13-07  
FRASER RESIDENCE  
188 SUITES, NO. 10  
JALAN CENDANA  
50250 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 registered / beneficial proprietor of the property more particularly referred to and described in **Section 4 of the Schedule** hereto (herein after referred to as the Said Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises together with furniture, fixtures and fittings as described in the Inventory here to (where applicable) subject to the terms and conditions here in after contained.

Description of Said Premises

Inventory of Furnishings

**NOW WITH IS HEREBY AGREED AS FOLLOWS:-**

1. Subject to the terms and conditions herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term, commencing from the date and terminating on the date stated in **Section 5(a) (b) and (c)** respectively of **the Schedule** hereto.
2. The monthly rental stipulated in **Section 6 (a) of the Schedule** hereto shall be due and payable in advance in the manner and at the time stipulated in **Section 6©** respectively of **the Schedule** here to.
3. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 7 of the Schedule** hereto (receipt where of 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 said deposits shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement and the same shall be returned to the Tenant free of interest within 15 (Fifteen) days upon expiry of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Said Premises by the Tenant (damage due to normal wear and tear excepted).
4. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the water and electricity deposits stipulated in **Section 8 of the Schedule** hereto (collectively as the Utility Deposits). The Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement and the same shall be refunded to the Tenant free of interest within 30 (Thirty) days upon expiry or sooner determination of the term hereby created less such sum or sums as may then be due and outstanding. For the purposes of determining the current deposits, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from the relevant Department shall be conclusive.

Agreement To Rent

Term Of Tenancy

Monthly Rental and date payable

Rental Deposit

Utility Deposit

Landlord: TO FU YONG

Tenant: KIM YEEUN

5. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:-
- 5.1 To pay the reserved rent on the days and in the manner aforesaid without any deductions whatsoever. To Pay Reserved Rent
- 5.2 To pay all charges due and incurred in respect of, **electricity, water, sewerage,(Indah Water)gas and all other utilities** supplied to the Said Premises. Payment of Utilities  
To keep in good condition
- 5.3 To keep the Said Premises, the interior, fixtures, fittings and furniture including but not limiting to those listed in the Inventory hereto (if any) together with any additions thereto in a good and tenant able to repair condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Said Premises and the Landlord's fixtures and fittings which shall be damaged. Not to make alterations and to maintain premises in present state
- 5.4 Not to make or permit to be made any alterations in or additions to the Said Premises or the Landlord's fixtures, fittings, decorations, locks or bolts on the entrance doors or otherwise affecting the surface of wall, ceiling or change the color of walls, ceiling and floor to the premises the rein without
- 5.5 Having first obtained the written license and consent of the Landlord thereof and in the event of such license and consent being given to carry out at the Tenant's own expense such alterations with such materials and such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby created, if required by the Landlord, to restore the Said Premises to its original state and condition at the expense of the Tenant. To permit entry for inspection and repair purposes.
- 5.6 To permit the Landlord and his duly authorised representatives upon at all reasonable times to enter upon and examine the condition of the Said Premises,whereupon the Landlord shall be entitled to serve the Tenant a notice in writing specifying there in any repairs necessary to be carried out and requiring the Tenant to forth with 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 Said Premises and execute there pairs and the Tenant agrees that the costs thereof shall be a debt from the Tenant to the Land or and be forth with recoverable by action. Used for stated purpose only
- 5.7 To use the Said Premises only for the purpose stipulated in the **Section 10 of the Schedule** hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specific purpose herein stated and further not to do or permit or suffer anything to be done in or about the Said Premises or any part there of which may become a nuisance or cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighbouring premises. Not to assign and sublet
- 5.8 Not to assign, sublet, or part with the actual or legal possession or the use of the Said Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord. Not to do acts which will affect the Landlord.
- 5.9 Not to do or permit to be done on the Said Premises anything which may or willing fringe any of the laws, by-laws or regulation made by the Government or any competent authority affecting the Said Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rates of premium payable thereon may be increased to repay

Landlord:TO FU YONG	Tenant: KIM YEEUN
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- 5.10 On the termination of the term hereby created, to clear up any rubbish and peacefully and quietly deliver up to the Landlord vacant possession of the Said Premises in good, clean and proper state of tenant able repair condition. The Tenant may remove all fixtures, fittings or other installations belonging to the Tenant but shall make good any damage caused to the Said Premises or any part thereof by the installation or removal of such fixtures, fittings or installations. To deliver Said Premises and to make good damage.
- 5.11 Not to store or bring upon the Said Premises arms ammunition or unlawful goods gunpowder or any explosive or any article or articles of a specially combustible inflammable or dangerous nature and unlawful goods in any part of the Said Premises. Not to store unlawful goods.
- 5.12 During the One(1) month immediately preceding the termination of the tenancy unless the Tenant shall have given notice of his intention to renew the tenancy as herein after provided, to permit persons with the written authority from the Landlord at all reasonable times of the day to view the Said Premises for the purpose of letting the same. Permission to view
- 5.13 To keep in good clean tenant able repair and condition all the drains and pipes in the Premises and to pay to the Landlord on demand all costs incurred by the Landlord in cleansing and clearing any of the drains pipes sanitary or water apparatus choked or stopped up owing to careless or negligent use thereof by the Tenant or his employees, servants, workmen, licensees, customers or any persons authorised by him. To keep good condition
- 5.14 To replace all broken or damaged windows, doors, furniture and fixtures of and in the Premises whether the same be broken or damaged due to the negligence or default of the Tenant. To replace broken fixture
- 5.15 To maintain and service all the air-conditioning units and dry clean all curtains (if provided) within the Demised Premises once every six (6) months during the Term of Tenancy at the Tenant's own costs. Provided always nothing herein shall make it incumbent on the Tenant to compensate for any major replacement or extensive repairs to the air-conditioning units save and except where replacement or repairs are caused by negligence of or misuse by the Tenant, its servants and/or agents or through lack of maintenance. To maintain air-conditioners and dry clean curtain (if Provided)
- 5.16 To cover insurance for his own belongings against Typhoon, Depression, Storm, Flood, Fire, Theft and Accidents in relation to this Tenancy. The Landlord shall not be responsible for any damage or loss under all circumstances. To take all reasonable precautions to protect the interior of the Premises against damage by storm typhoon or the like threats. Insurance
6. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:- Landlord's Covenants
- 6.1 To pay the Quit Rent, assessment, service charges and other outgoings relating to the Said Premises. To pay quit rent, assessment and service charges.
- 6.2 At all times through the period of this Agreement to keep the Said Premises except the furniture, fixtures therein belonging to the Tenant insured against loss or damage by fire or tempest and in case of destruction by fire or tempest to replace or reinstate the same as speedily as possible. To keep insured and reinstate Said Premises.

- 6.3 To maintain and keep the main structure of the Said Premises that is the roof, main walls and timbers, drains, water pipes and electrical wiring in good and tenant able repair condition throughout the term hereby created except as regards damage to the premises caused by or resulting from any act of default or negligence of the Tenant or his servants and except as herein before covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses.
- To maintain structure of Said Premises in tenant able repair condition.
- 6.4 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 peacefully hold and enjoy the Said Premises without 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.
7. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:-
- 7.1 If at anytime the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for Fifteen (15) 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 Said Premises or if the Tenant shall become a 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 authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Said Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely be terminated 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
- 7.2 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) or so as to be unfit for occupation or use for a period greater than One (1) month the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall (after the expiration of the aforesaid One (1) month period) be suspended until the Said Premises shall again be rendered fit for occupation and use AND PROVIDED ALWAYS that if the Said Premises or any part thereof shall not be rendered and reinstated and made ready and fit for occupation within a period of Two (2) months from the date of happening of any such event the Tenant shall be at liberty to give to the Landlord One (1) calendar month's notice in writing determining the Tenancy hereby created and there upon this Tenancy shall absolutely be terminated and the Security Deposit and the Utilities Deposit paid by the Tenant hereunder shall be refunded to the Tenant forthwith but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant or condition herein contained.
- Destruction or damage to Said Premises.
- Suspension of Reserved Rent
- Termination in the event of non-reinstatement.

- 7.3 In the event the Tenant shall be desirous of taking a tenancy of the Said Premises for a further term, the Tenant shall give the Landlord One(1) month 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 9 of the Schedule** hereto upon the same terms and conditions(save and except for this clause)and at a rental to be a greed upon. Option to renew
- 7.4 There shall be no termination of the Tenancy whatsoever during **the specified period as mentioned in Section 5 (a) of the Schedule**. In the event of the Tenant terminating the tenancy at any time before the said Term hereby created,the Landlord shall forfeit the said Security Deposit. In the event of the Landlord terminating the tenancy at any time before the expiry of the said Term, the Landlord shall refund the **two (2) months'** Security Deposit to the Tenant and pay a further **two (2) month** rental as compensation provided there is no breach of contract on the part of the Tenant. Termination clause
- 7.5 Any additional deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Bhd or Indah Water Konsortium from time to time during the continuance of this Agreement shall forthwith be paid by the Tenant to the Landlord as additional utility deposit specified in **Section 8 of the Schedule**. Additional Deposit paid by Tenant.
- 7.6 In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of 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. Sales of Said Premises subject to tenancy
- 7.7 All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees. Cost of preparing agreement
- 7.8 Any notice in writing under the terms and conditions of this Agreement to be sent to either party here to on the other shall be by prepaid registered post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered. Service of notice
- 7.9 The Landlord shall not be under any liability whatsoever to the Tenant or any other person whomsoever in respect of any damage sustained by the Tenant or such other person as aforesaid caused by or through or in any way owing to the failure or malfunctioning of the air-conditioning system (if any), any appliances (if any),water pumps,drainage system or electrical wiring or equipment of and in the Building or the overflow of water from any premises situate in the Building or caused by the negligence of any tenant of such premises And in any of such events the Tenant shall not be entitled to any abatement of Rent or other charges payable by the Tenant hereunder. The Tenant shall fully indemnify the Landlord against all claims demands actions and legal proceedings whatsoever made upon the Landlord in respect of any damage to any person whomsoever caused by the negligence of the Tenant.

**8 In this Agreement:-**

Interpretation

- 8.1 The terms “Landlord” and “Tenant” shall include their heirs, personal representatives and successors in title.
- 8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.
- 8.3 Words importing the singular number only shall include the plural and vice versa.

IN WITNESS WHERE OF the parties here to have here under set their hands the day and year specified in **Section1 of the Schedule** here to.

**SIGNED BY THE SAID LANDLORD**

**TO FU YONG** )  
(NRICNO: )

In the presence of:

JOHN PAUL LAM KAR SING )  
(NRICNO:840315-10-5475 )

**SIGNED BY THE SAID TENANT**

**KIM YEEUN** )  
(PASSPORT NO:) M955N4188 )

In the presence of:

CALVIN LEE KA HOU

(NRICNO: 920110-14-5115) )

**THE SCHEDULE**

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

SECT NO	ITEMS	PARTICULARS
1.	Date of Agreement:	This 28 day of March 2022
2.	Description of Landlord	<b>TO FU YONG (NRICNO.: 801107-08-5834)</b> TEL: 019-385 2288
3.	Description of Tenant	<b>KIM YEEUN (PASSPORT NO.: M955N4188)</b> TEL:
4.	Description of Said Premises	B-13-07, FRASER RESIDENCE, 188 SUITES, NO.10, JALAN CENDANA, 50250 KUALA LUMPUR
5a.	Term	ONE(1)YEAR
5b.	Commencing	31 MARCH 2022
5 c.	Terminating	30 MARCH 2023
6a.	Monthly Rental	RM 1800(TWO THOUSAND FOUR HUNDRED ONLY)
6b.	Account	<b>MAYBANK: ()</b>
6c.	No:Due on:	DUE AND PAYABLE ON OR BEFORE 7th DAY OF EACH MONTH
7.	Security Deposits (2 months rental)	RM 3600 (FOUR THOUSAND EIGHT HUNDRED ONLY)
8.	Utility Deposits (0.5 months)	RM 900 (ONE THOUSAND TWO HUNDRED ONLY)
9.	Option To Renew	ONE(1)YEAR
10.	Use of the Said Premises.	NONE OTHER THAN RESIDENTIAL PURPOSE

Landlord: TO FU YONG

Tenant: KIM YEEUN

## **SECOND SCHEDULE**

The said Premises is attached with the following fixtures and fittings that are in good and working condition :

Additional Request can be stated here (if any).

Landlord: TO FU YONG	Tenant: KIM YEEUN
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