

DATED THIS

DAY OF

2022

BETWEEN

LIM TEO HEE
(Nric No. : 73121401-5689)
(The Landlord)

AND

TALENT HUT PLT
(CO.REG.NO.LLP0016764-LGN)
(The Tenant)

TENANCY AGREEMENT

Suite 13-03 Sentral Vista

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 (hereinafter referred to as the Said Premises). Description of Demised Premises
2. The Landlord hereby lets and the Tenant hereby takes a tenancy of the Demised Premises on an "as is where is" basis upon the terms and subject to the conditions herein contained.

NOW IT 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 Demised Premises for the term, commencing from the date and terminating on the date stated in **Section 5(a) and (b)** respectively of **the Schedule** hereto. Agreement to Rent
Term of Tenancy
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 (b)** respectively of **the Schedule** hereto. Monthly Rental and date payable
3. The Tenant shall upon execution of this Agreement and before the occupation of the Demised Premises pay the Landlord the deposit stipulated in **Section 8 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 said deposits shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilize 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 Thirty (30) days upon expiry or sooner determination of the term hereby created less any sums as may then be due to the Landlord for the damage caused to the Demised Premises by the Tenant (damage due to normal wear and tear excepted). Rental Deposit

4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:- Tenant Covenants
- 4.1 To promptly and punctually pay the Monthly Rental at the time and in the manner aforesaid by direct deposit on or before the 1st day of each month into Landlord's bank account stipulated in **Section 6 (b) of the Schedule**. To Pay Reserved Rent
- 4.2 To pay all charges due and incurred in respect of, **electricity, water, sewerage, telephone, gas, and all other utilities** supplied to the Demised Premises. Payment of Utilities
- 4.3 To keep the entire interior of the Demised Premises including fixtures, fittings, and furniture (if any) and the doors, windows, floors, ceilings, walls, locks, electrical wiring, power and light fittings, cables, pipes, ducts, and vents in good and tenable condition and repair (fair wear and tear only excepted) and to replace or repair any of the aforesaid items and any part of the Demised Premises and the Landlord's fixtures and fittings which shall be damaged at the Tenant's costs and expenses. To ensure that the said air-conditioning units are serviced minimum once a year(1) or as required due to high usage, by a competent air conditioning service company and provide the service receipt. The tenant shall be responsible for all the costs thereof Interior of Demised Premises

Tenant responsible to service the Air-cond regularly.
- 4.4 Not to make or permit to be made any alterations in or additions to the Demised Premises or the Landlord's fixtures, fittings, decorations, locks, or bolts on the entrance doors to the premises therein without having first obtained the written consent of the Landlord thereof and in the event of such 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 Demised Premises to its original state and condition at the expense of the Tenant. Not to make alterations and to maintain premises in the present state
- 4.5 To permit the Landlord and his duly authorized representatives upon giving previous reasonable notice in writing and at all reasonable times to enter upon and examine the condition of the Demised Premises, whereupon such inspection, the Landlord shall be entitled to serve the Tenant a notice in writing specifying therein any repairs necessary to be carried out and requiring the Tenant to forthwith 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 but not obligated to enter upon the Demised Premises and execute such repairs and the Tenant agrees that the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and shall be forthwith recoverable by action. To permit entry for inspection and repair purposes.
- 4.6 To use the Demised Premises only for the purpose stipulated in **Section 11 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 Demised Premises or any part thereof which may become a nuisance or cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighboring premises. Use for the stated purpose only
- 4.7 Not to assign, sublet, or part with the actual or legal possession or the use of the Demised Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord. Not to assign and sublet

- 4.8 Not to do or permit to be done on the Demised Premises anything which may or will infringe any of the laws, by-laws or regulation 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 rates of premium payable thereon may be increased to repay the Landlord all sums paid by way of increased premium. Not to do acts that will affect the Landlord.
- 4.9 Not to exhibit erect or display on the exterior or interior of the Demised Premises any writing sign signboard flagpole decoration poster notice or advertisement or other devices whether illuminated or not which may be visible from outside the Demised Premises without having first obtained the consent of the Landlord in writing. Not to erect signboard without consent from Landlord.
- 4.10 Not to erect or display any exterior advertisement signboard before obtaining the license from the relevant authorities. Not to erect a signboard without consent from authorities
- 4.11 On the determination of the term hereby created to clear up any rubbish and peaceably and quietly deliver up to the Landlord vacant possession of the Demised Premises in a good, clean, and proper state of tenantable 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 Demised Premises or any part thereof by the installation or removal of such fixtures, fittings, or installations. To deliver Demised Premises and to make good any damage.
- 4.12 Not to store or bring, burn or put up upon the Demised Premises incense, joss sticks, altar, oil lamps, weapons, arms ammunition or unlawful goods, gunpowder, saltpeter, kerosene and/or any other explosive or combustible substances whatsoever and/or any items which are banned in Malaysia. Dangerous Materials.
- 4.13 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 intending and prospective Tenants or others with written authority from the Landlord upon giving prior reasonable notice at reasonable times of the day to enter and view the Demised Premises to let the same. Permission to view
- 4.14 To keep in good clean tenantable repair and condition all the drains and pipes in the Demised 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 blocking or stoppage owing to careless use thereof by the Tenant or his employees, servants, workmen, licensees, customers or any persons authorized by him. To keep good condition
- 4.15 To replace all broken or damaged windows, doors, and fixtures of and in the Demised Premises whether the same be broken or damaged due to the negligence or default of the Tenant. To replace a broken fixture
- 4.16 At all times to control the sound or noise level created from the activities at the Demised Premises so as not to create any disturbances or inconvenience to any of the other tenants, occupiers, or owners. No excessive noise

- 4.17 To take out in its name with a firm of insurers, a policy or policies of insurance against damage or loss by fire or other risks to the Tenant's equipment and fixtures and fittings in the Demised Premises beneficially owned by the Tenant to its full insurable value. The Landlord shall not be responsible for any damage or loss under all circumstances. Insurance
5. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:- Landlord's Covenants
- 5.1 To pay the quit rent, assessment, service charges, and other outgoings relating to the Demised Premises other than those herein agreed to be paid by the Tenant. To pay quit rent, assessment and service charges.
- 5.2 At all times through the period of this Agreement to keep the Demised 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 Demised Premises.
- 5.3 To maintain and keep the main structure of the Demised Premises that is the roof, main walls, and timbers, drains, water pipes, and electrical wiring in good and tenable 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 hereinbefore covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses. To maintain the structure of Demised Premises in tenable repair condition.
- 5.4 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 peaceably 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 Demised Premises without Landlord's interruption
- 5.5 The Landlord shall be at the liberty to sell the Demised Premises any time during the subsistence of this tenancy. Any such sale shall be subjected to this agreement and the Landlord is to ensure that the new Landlord shall honor and be bound by this agreement. Liberty to sell Demise Premises.
6. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:-
- 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 covenant 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 authorized 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 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

- 6.2 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 months' notice in writing determining the Tenancy hereby created and thereupon this Tenancy shall absolutely determine 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.
- 6.3 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 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 10 of the Schedule** hereto upon the same terms and conditions (save and except for this clause) and at a rental to be agreed upon.
- Option to renew.
- 6.4 In the event the Tenancy is terminated by the Tenant before the expiry of Twelve (12) months from the commencement date, the Tenant shall be liable to pay the Landlord the remaining unoccupied terms of the Twelve (12) months of the Tenancy. The tenant or landlord may terminate the tenancy agreement after 12 months from the commencement date by giving 2 months' notice.
- Termination clause
- 6.5 Any deposit required by Tenaga Nasional Berhad or Indah Water Konsortium from time to time during the continuance of this Agreement shall forthwith be paid by the Tenant.
- Deposit paid by Tenant.
- 6.6 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 the agreement
- 6.7 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 the ordinary course of post would have been delivered.
- Service of notice

6.8 The Landlord shall not be liable for any damage, expense, loss, or liability suffered or incurred by the Tenant or any other person, or any property or the effects or business of the Tenant, in respect of the operation or the failure of the electricity or water supply or any other public utility services, facilities or other machinery provided by the Landlord or enjoyed by the Tenant about the premises.

8 In this Agreement:-

8.1 The terms "Landlord" and "Tenant" shall include their heirs, personal representatives, and successors in title.

Interpretation

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 viceversa.

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IN WITNESS WHEREOF the parties hereto have hereunder set their hands the day and year specified in **Section 1 of the Schedule** hereto.

SIGNED BY THE SAID LANDLORD)
LIM TEO HEE)
NRIC NO : 73121401-5689)

In the presence of :
NAME:)
NRIC NO :)

SIGNED BY THE SAID TENANT)
TALENT HUT PLT)
COMPANY REG NO :LLP0016764-LGN)



TALENT HUT PLT
(Co. No. LLP0016764-LGN)
32, Jalan Bungor 1, Bandar Botanik,
41200 Klang, Selangor.
+6012-371 6310

In the presence of :
NAME:)
NRIC NO :)

