

E (3) 1227

LETTER of OFFER to RENT

Premise Address: B-23-07 KL Gateway Residences

The Tenant(s) and or nominee(s) do hereby offer to rent and the Landlord(s) and or nominee(s) do accept the said offer to rent the above property on an "As Is Where Is Basis" with attached inventory, (if any) for a monthly Rental of RM 1800 (Ringgit Malaysia: One Thousand Eight Hundred) by the Tenant(s) and or nominee(s) paying a Deposit sum of RM 1800 (Cheque No: _____) to JANN PROPERTIES as Stakeholder upon the following terms and conditions:-

1. APPOINTMENT

The Landlord(s) and or nominee(s) has appointed JANN PROPERTIES as the exclusive Real Estate Agency to act on his/her/their behalf to rent out the above mentioned property and the services of JANN PROPERTIES is fully discharged upon the signing of the Tenancy Agreement by the Landlord(s) and or nominee(s) and the Tenant(s) and or nominee(s) or occupation of the premise by the Tenant(s) and or nominee(s), whichever is earlier, and thereafter, JANN PROPERTIES is fully entitled to claim their Professional Fee from the Landlord(s) and or nominee(s) even though it is subsequently aborted.

JANN PROPERTIES is fully entitled to claim for the agreed Professional Fee as stated at the term and condition No. 5 herein below against the Landlord(s) under ALL circumstances and at ALL times as long as the Landlord(s) and or nominees(s) sign or enter into a Tenancy Agreement with the same Tenant(s) and or nominee(s) or occupation of the premise by the Tenant(s) and or nominees(s), whichever is earlier, in respect of the same subject premise even though the said Tenancy Agreement was entered subsequent to an abortion of an earlier Tenancy Agreement.

2. PAYMENT TERMS AND TENANCY PERIOD

- a. Advance Rental for One Month (inclusive of Service Charge) RM 1800
 - b. Security Deposit for Two (2) Month's Rental RM 3600
 - c. Utility Deposit for Half (1/2) Month's Rental RM 900
 - d. Stamping Fee and Disbursement Fees of Tenancy Agreement RM 360
- TOTAL PAYMENT RM 6660
- Deposit Paid In Advance (Date: _____) (RM _____)
- BALANCE to be paid before release of keys RM _____

The Tenancy shall commence on 15/4/2022 for a period of ONE (1) year(s) with an option to renew for another ONE (1) year(s) at prevailing market rate.

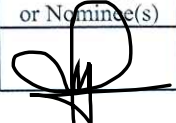
3. DEFAULT

The Tenancy Agreement must be signed by both parties within fifteen (15) working days from the date of acceptance by the Landlord(s) AND / OR Receipt of Earnest Deposit (whichever is later). In default of signing the Tenancy Agreement within the stipulated period

- a) by the Tenant(s), PROVIDED that there is no undue delay on the part of the Landlord(s) or Landlord's Solicitor, then the Landlord(s) shall be entitled to forfeit the Earnest Deposit sum paid as agreed liquidated damages, which shall be shared equally between the Landlord(s) and JANN PROPERTIES.
- b) by the Landlord(s), PROVIDED that there is no undue delay on the part of the Tenant(s) or Tenant's Solicitor, then the Landlord(s) shall refund the Earnest Deposit sum together with a compensation sum of equivalent to one month rental amount, which shall be shared equally between the Tenant(s) and JANN PROPERTIES failing which the Tenant(s) shall be entitle to seek for a specific performance at the cost and expense of the Landlord(s).
- c) by both the Tenant(s) and Landlord(s) at mutually agreed terms, then JANN PROPERTIES shall be entitled to claim from both the Tenant(s) and Landlord(s) respectively an administrative charges based on 10% of the Professional Fee or subject to a minimum amount of RM500.00.

4. STAMPING FEES

All expenses including Stamping Fees and preparation of Tenancy Agreement shall be borne by the Tenant and or nominee(s).

Tenant(s) & or Nominee(s)	Landlord(s) & or Nominee(s)
	

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5. PROFESSIONAL FEE

The Landlord(s) and or nominee(s) shall pay JANN PROPERTIES equivalent to **One and a Quarter Month's Rental plus 6% Service Tax (SST)** as the Professional Fee in accordance to the **Seventh Schedule of the Valuers, Appraisers and Estate Agents Act 1981** as agreed, due and payable immediately upon signing the Tenancy Agreement or occupation of the premise whichever is earlier, regardless of any subsequent abortion or termination of the Tenancy Agreement for whatsoever reason.

The Landlord(s) and or nominee(s) and or the Tenant(s) and or nominee(s) agrees to indemnify and keep JANN PROPERTIES indemnified against all Solicitors legal fees, disbursements, expenses and cost incurred by JANN PROPERTIES in respect any and all legal notices and demands issued and legal advice/s rendered and legal proceedings involved and (suits) instituted by JANN PROPERTIES against the Landlord(s) and or nominee(s) and or against the Tenant(s) and or nominee(s).

The Landlord(s) and or nominee(s) and or the Tenant(s) and or nominee(s) further agrees to indemnify and keep JANN PROPERTIES indemnified against all Solicitors legal fees, disbursements, expenses and cost incurred by JANN PROPERTIES in respect any and all legal suit, action, proceeding (including but not limited to the issue of Stakeholder) instituted by the Landlord(s) and or nominee(s) and or the Tenant(s) and or nominee(s) against JANN PROPERTIES in the event the outcome or conclusion or the Court's decision in such legal suit, action, proceeding is in favour of JANN PROPERTIES.

6. RENEWAL

(a) The Tenant(s) and or nominee(s) shall not renew directly with the Landlord(s) and or nominee(s).

(b) The Landlord(s) and or nominee(s) hereby agreed to pay JANN PROPERTIES 50% of the Professional Fees as stated in item (5) above plus 6% Service Tax (SST) as the Renewal Fees, due and payable immediately upon signing the Renewal Tenancy for the tenancy thereafter.

7. FULL DISCLOSURE

The Landlord(s) hereby warrant and affirm that I / We have not been adjudged a bankrupt, otherwise the Earnest Deposit sum paid herewith shall be refunded in full to the Tenant(s) and or nominee(s) without any interest, without any legal recourse and without any further consent or instruction from me / us.

8. OTHERS

This Offer to Rent is subject to the acceptance by the Landlord (s) and or nominee(s) if or when it is not acceptable, the Deposit sum paid herewith shall be refunded in full to Tenant(s) and or nominee(s) without any interest and without any legal recourse.

9. Landlord to provide 1 round of Cleaning, 2 Sets of Keys and Access Cards.

(Disclaimer: JANN PROPERTIES shall not be held responsible for any cash payment and for professional fee not paid directly to JANN PROPERTIES.)

Ayako Sakurai

(Signed by the said Tenant(s) & or Nominees(s))

Name (1): Ayako Sakurai

NRIC (1): TT1891849

Name (2): _____

NRIC (2): _____

Date : 28/3/2022

(Witness by / Agency)

Name : Shamala Devi A/P Balachandran

NRIC : 840912-10-5182

Peng Yueh Pieng

(Signed by the said Landlord(s) & or Nominees(s))

Name (1): Peng Yueh Pieng

NRIC (1): 711211-01-5124

Name (2): _____

NRIC (2): _____

Date : 28/3/2022

(Witness by / Agency)

Name : Felicia See

NRIC : 840510-10-5008

Personal Data Protection Act 2010 :-

The Tenant(s) and or nominee(s) and the Landlord(s) and or nominee(s) hereby acknowledge and authorize JANN PROPERTIES to use the personal data in this letter of offer to process my/our offer to rent and to use for other real estate marketing and property related services either directly or indirectly.