

DATED THIS 22ND DAY OF NOVEMBER 2021

TENANCY AGREEMENT

BETWEEN

CHOO JAN LEONG

(hereinafter referred to as the “Landlord”)

AND

NUR HANIZAHANIS BINTI ZAILI

(hereinafter referred to as the “Tenant”)

**NO 15, JALAN ADENUIM 3B,
SEKSYEN BB5
48300 BUKIT BERUNTUNG, SELANGOR.**

(hereinafter referred to as the “Demised Premises”)

**Landlord No : 011-1199 3932
Tenant No : 011-1120 0910
Account No : MAYBANK 1120 7211 0050**

TENANCY AGREEMENT

TENANCY AGREEMENT is made on the 22ND NOVEMBER 2021 Stated in Section 1 of the Schedule A hereto between the party whose name and description are stated in Section 2 of the Schedule A hereto (hereinafter called “the Landlord”) of the one part AND the party whose name and description are stated in Section 3 of the Schedule A hereto (hereinafter called “the Tenant”) of the other part.

WHEREAS: -

1. The Landlord is the legal and beneficial owner of the **TERRACE** described in Section 4 Schedule A hereto (hereinafter referred to as the said Demised Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Demised Premises upon the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows: -

1. The Landlord hereby lets and the Tenant hereby takes a tenancy of the Demised Premises to be held by the Tenant for the Term as specified in Section 5 of the Schedule A hereto from the date of commencement as specified in Section 6 of the Schedule A and date of expiration as specified in Section 7 of the Schedule A at the monthly rental as specified in Section 8 of the Schedule A hereto such amount payable monthly by the date of each calendar month as specified in Section 9 of the Schedule A hereto and subject to the terms and conditions hereinafter contained.
2. The Tenant shall upon execution of this Agreement pay the Landlord the Security Deposit stipulated in Section 10 of the Schedule A 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 sum shall be maintained at this figure during term of this tenancy and shall not without the previous written consent of the Landlord to be deemed to be or treated as payment of rent and the same shall be refunded to the Tenant free of interest upon 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 as specified in Section 11 of the Schedule A hereto as Utility Deposit towards water and electricity charges. The said sum 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.

4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follow:-
- (a) To pay the rental reserved in the manner aforesaid.
 - (b) To pay all charges in respect of electricity, water, Indah Water consumed on the Demised Premises according to the meters thereon and charges by the distributors. To provide paid utilities bill monthly and allow meter inspection.
 - (c) During the term of this tenancy, to keep the said Demised Premises, the furniture, fixtures and fittings as listed in the Inventory as specify in Schedule B hereto (if any) together with any additions thereto in a good and tenantable repair and condition(normal wear and tear excepted).
 - (d) To use the Demised Premises as a place stipulated under Permitted Use in Section 12 of the Schedule A hereto.
 - (e) Not to carry on or permit or suffer the use of the said Demised Premises for any unlawful or immoral purposes.
 - (f) Not to suffer or permit to be in or upon the said 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 units and to indemnify the Landlord in respect of any claims arising there from.
 - (g) Not to make or permit any alteration in the construction or structure of the Demised Premises nor to cut, alter injure any of the walls, timbers and floors of the Demised Premises without the previous written consent of the Landlord.
 - (h) Forthwith to give the Landlord notice in writing of any structural defects in the Demised Premises.
 - (i) Not to hold the Landlord liable for any accident damage or injury caused or suffered by the Tenant, his servants, agents, licensees and invitees on said Demised Premises which may happen as a result of the negligence, improper management, breakage or want of any repair on any part of the said Demised Premises or any fittings, fixtures, furniture and/or equipment therein and to indemnify the Landlord for all damages arising there from.
 - (j) To replace at the expiration or sooner determination of the Tenancy such of the Landlord's furniture, fixtures and fittings and other property within the said Demised Premises, as may have become damaged or lost by direct substitution.
 - (k) Not at any time during the tenancy without the prior consent in writing of the Landlord to assign, sublet or otherwise part with the possession of the Demised Premises or part thereof or permit or suffer any other person or persons to hold or occupy the same.
 - (l) During four (4) clear weeks immediately preceding the termination of the tenancy unless the tenancy is to be renewed as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable times of the day to view the said Demised Premises for the purpose of letting the same.
 - (m) Upon the expiry or earlier termination of the Tenancy, to forthwith deliver to the Landlord the Demised Premises together with all furniture, fixtures and fittings as specify in Schedule in Schedule B hereto (if any) in the state and condition in which they were first rented to the Tenant.

5. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows: -

- (a) To pay the Quit Rent, assessment, service charges and other outgoing relating to the said Demised Premises other than those herein agreed to be paid by the Tenant.
- (b) To insure and kept insured the Demised Premises during the term hereby created against damage by fire.
- (c) 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 Demised Premises without any interruption from the Landlord or any persons rightfully claiming through under or in trust for him.
- (d) Without derogation to the Tenant's obligations herein contained to maintain and keep the structure, walls, floors, roof, sewerage drains, pipes system and electrical wiring at the demised premises in good and tenantable repair and condition.

6. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:-

- (a) If at any time the rent or any part thereof (whether formally demanded or not) shall remain 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 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 good 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 reenter upon the said Demised Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenant herein contained.
- (b) If the Demised Premises or any part thereof shall at any time be destroyed or damaged by or damaged from any cause (other than the act or default neglect, omission or willful act 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 render the Demised Premises unfit for occupation the rent hereby reserved or a fair proportion thereof according to the nature and extent of 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 three (3) months 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 the same and everything herein contained shall cease and be void as from the date of 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.

- (c) 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:-
- (i) Any interruption in the letting of the Demised Premised occasioned by reason of necessary repair or maintenance of any installation or apparatus or damage thereto or destruction thereof by fire, water, Act of God or cause beyond the control of the Landlord or reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of electricity or water or telephone service or labor disputes.
- (ii) Any damage, injury or loss arising out the leakage of the piping, wiring and other systems in the building.
- (iii) Any damage or loss of the goods and chattels of the Tenant as a result of theft, robbery or any other willful destruction act committed by outsiders beyond the control of the Landlord.
- (d) In the event the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term as stipulated in Section 13 of the Schedule A hereto, the Tenant shall give the Landlord two (2) month written notice in advance of the same and provided always that the terms and conditions of the agreement shall have been duly observed and performed by the Tenant, the Landlord shall grant the Tenant the first option to renew the tenancy for the stipulated term upon the same terms and conditions, save and except for rental which is to be mutually agreed upon. If the Landlord and Tenant fail to agree on the rental at least one (1) month prior to the expiry of the tenancy, the said option shall automatically lapse and the Landlord shall be at liberty to let out the Demised Premises to any other person.
- (e) In the event the Landlord shall be desirous of selling out the said Demised Premises prior to the expiration of the term hereby created, the Landlord hereby 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.
- (f) All costs and incidental outgoing to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant.
- (g) Any notice in writing under the terms and conditions of this Agreement to be sent to either party shall be by prepaid registered post and shall be deemed to sufficiently served at the time when in the ordinary course of post would have been delivered.
- (h) No relaxation of forbearance delay or indulgence by the Landlord in enforcing any of the terms and neither conditions of this Agreement nor the granting of any time by the Landlord shall prejudice, affect and/or restrict the rights and powers of the Landlord hereunder.
7. In this Agreement :-
- (i) The term "Landlord" and the "Tenant" shall include their heirs, personal representatives and successors-in-title;
- (ii) Words importing the masculine gender only shall include the feminine and neuter gender; and
- (iii) Words importing the singular number shall include the plural number and vice versa.
- (iv) Time wherever mentioned in this agreement shall be of the essence of this agreement

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

SIGNED by the said for and :-
On behalf of the **Landlord**
in the presence of :-

.....
Name : **CHOO JAN LEONG**
NRIC NO : **880429-14-5615**

IN the presence of :-

.....
Name : **YAN TECK SENG**
NRIC NO : **760817-10-5459**

SIGNED by the said for and :-
On behalf of the **Tenant**
in the presence of :-

.....
Name : **NUR HANIZAHANIS BINTI ZAILI**
NRIC NO : **950108-06-5666**

IN the presence of :-

.....
Name : **LAI PING LEK**
NRIC NO : **820411-14-5575**

SCHEDULE A

SECTION	ITEM	PARTICULARS
1.	Date of this Agreement (pursuant to Introduction)	Ref No : ELOFR02356 The Day of 22 ND NOVEMBER 2021
2.	Name and address of Landlord (pursuant to Introduction)	CHOO JAN LEONG NRIC No : 880429-14-5615 NO 15, JALAN ADENUIM 3B, SEKSYEN BB5 48300 BUKIT BERUNTUNG, SELANGOR.
3.	Name and address of Tenant Business or Company Registration No./ NRIC /Passport No of Tenant (pursuant to Introduction)	NUR HANIZAHANIS BINTI ZAILI NRIC NO: 950108-06-5666 T8-31-01 THE WHARF RESIDENCE, TAMAN TASIK PRIMA 47500 PUCHONG, SELANGOR.
4.	Demised Premises	TERRACE NO 15, JALAN ADENUIM 3B, SEKSYEN BB5 48300 BUKIT BERUNTUNG, SELANGOR.
5.	The Term of Tenancy (pursuant to Clause 1)	One (1) Year
6.	Date of Commencement (pursuant to Clause 1)	01ST DECEMBER 2021
7.	Date of Expiration (pursuant to Clause 1)	30TH NOVEMBER 2022
8.	Monthly Rental (pursuant to Clause 1)	RM 1300.00 Ringgit Malaysia One Thousand And Three Hundred Only
9	Payment of Rental (pursuant to Clause 1)	The Rent payable without any deduction, commencing from the Commencement Date and thereafter by equal monthly payment in advance within the first seven (7) days of each and every succeeding month by issue the monthly rental to the landlord account.
10.	Security Deposit (pursuant to Clause 2)	RM 2600.00 Ringgit Malaysia Two Thousand And Six Hundred Only.

11.	Utility Deposit (pursuant to Clause 3)	RM 650.00 Ringgit Malaysia Six Hundred And Fifty Only
12.	Permitted Use (pursuant to Clause 4(d))	For Residence Use Only
13.	Option to Renew (pursuant to Clause 6(d))	A further term of One (1) year from the expiry of the term at prevailing market rate.
14.	Other Condition	- Breach by the Tenant of any of the provision of this Agreement, if the Tenant at anytime during currency of this Tenancy elect to terminate this Tenancy Agreement, the two (2) months rental deposit will be forfeited by the Landlord, or otherwise breach by the Landlord of any of the provision of this agreement the two (2) months rental shall be compensate by the Landlord to the Tenant during the tenancy period as stipulated.

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