

DATED THIS _____

BETWEEN

MERLIN ANAK KUBU

(NRIC: 830820-13-5991)

(LANDLORD)

AND

(TENANT)

TENANCY AGREEMENT

DEMISED PREMISES:

ROOM 1 MASTER ROOM

SA13-3A, SQWHERE APARTMENT, DATARAN PRESTIJ, JALAN SUNGAI
BULOH, SEKSYEN U19, 40160 SHAH ALAM, SELANGOR DARUL EHSAN.

This **TENANCY AGREEMENT** ("Agreement") is entered into as of the day, month, and year between the first party whose name and description are stated in Section 2 of Schedule A (hereinafter called "Landlord") and the second party whose name and description are stated in Section 3 of Schedule A (hereinafter called "Tenant").

WHEREAS the Landlord is leasing the premises stated in Section 4 of Schedule A (hereinafter called "Said Premises") and Tenant agrees to take the Said Premises and complies all the terms and conditions stated in Schedule A and this Agreement.

In consideration for the mutual promises, covenants, and agreements made below, both the Landlord and Tenant, intending to be legally bound, agree as follows:

- 1. Terms and Rental.** The Landlord leases the Said Premises to the Tenant, commencing on the date stated in Section 6 of Schedule A. The Tenant will pay the amount stated in Section 7 of Schedule A as monthly rental for the Said Premises to the Landlord, without demand, deduction, or right of off-set. The Rental shall be payable in advance before the seventh (7th) day of each succeeding calendar month during the term of this Agreement. All rental payments must be made out to the Landlord or representative. To pay the reserved rent on the days and in the manner set this Agreement promptly and without default in the manner aforesaid.

Timeline	Action
1 st – 7 th	Tenant to pay the rental within 7 days
8 th – 14 th	Verbal Warning to Tenant that contract will be voided and thereafter the Tenant will be subject to eviction
15 th – 21 st	Notice of Demand to the Tenant and instruct Tenant to evict from the property on or before 21 days arrears
21 st	Tenant must return the keys (and access cards if any) to the Landlord and evict from the Property

- 2. Deposit.** The Tenant agrees to deposit the sum stated in the Section 9 of Schedule A with the Landlord, as the security of the performance and observance by the Tenant of all the terms and conditions set forth in this Agreement, including but not limited to the surrender of the Said Premises to the Landlord. The Deposit shall not be deemed to be the payment neither for rental in advanced nor due under this Agreement prior the consent of the Landlord. The Landlord shall retain the Deposit until the expiration of the term. The Deposit may be applied in paying for the outstanding fees and charges or for making good of any breach of this Agreement, at the absolute discretion of the Landlord. If the Landlord applies any part of the Deposit to cure any default of the Tenant, the Tenant must repay the applied amount within seven (7) calendar days upon the notice of the Landlord for such action, so that the Landlord has the full amount of the Deposit on hand at all time of the term of this Agreement. The Landlord shall refund the Deposit to the Tenant without interest within seven (7) calendar days after the expiration of the term or termination of the Agreement, if there is no outstanding amount owing by the Tenant to the Landlord.
- 3. Late Charges.** The Tenant hereby acknowledges that late payment by the Tenant to the Landlord of rent or other sums due under this Agreement will cause the Landlord to incur

costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Any late rental will have a RM 50 admin charges. For every week, late payment will increase by RM 50. By 21th of the Month, Landlord or Authorised person has the right to evict the TENANT if the rental is still not received.

4. Uses of Said Premises

4.1 Uses Permitted. The Tenant will use and occupy the Said Premises for residential purpose only. The Premises will not be used for any other purpose, unless otherwise contractually agreed to by both the Landlord and Tenant. Tenants are required to register and notify the Landlord before occupying the Said Premises. Considering the capacity and rate of deterioration in terms of sanitary and living conditions, the Landlord reserves all the right and absolute discretion to deny any additional or alteration of Tenants, after the date of commencement stated in the Section 6 of Schedule A.

4.2 Uses Prohibited

4.2.1 The Tenant will not bring, keep, and use anything that are dangerous, explosive, and noxious in nature in the Said Premises that will increase the existing rate or affect any fire or other insurance upon the Said Premises or any of its contents, or cause a cancellation of any insurance policy covering Said Premises or any part or any of its contents.

4.2.2 The Tenant will not do or permit anything to be done in or about the Premises that will in any way

- a) Obstruct or interfere with the rights of other tenants of the building
- b) Harm, annoy or cause inconvenience the other tenants or occupants of the neighboring houses.
- c) Conduct or allow any unlawful or objectionable purposes or any activity that violate the laws and regulations of local authorities.

4.2.3 The Tenant will not assign or sub-lease or share the occupation of the Said Premises or any part thereof. Any such assignment or sub-leasing without the consent of the Landlord shall be void. The Landlord reserves the right to terminate this Agreement and forfeit all the Deposit.

4.2.4 The Tenant will not, prior the consent of the Landlord, to affix, exhibit, or erect any extra fixture, poster, advertisement, offensive material and contents at the discretion of the Landlord, upon the interior or exterior of the Said Premises.

4.2.5 Tenant not to allow any illegal person stay on the Demised Premises. In the event tenant against the law or illegal or immoral due to any legal action charges or summons, all will be borne by tenant.

4.2.6 Not to install or caused to be installed in the said Demised Premise any heavy equipment, electrical or appliances consuming high voltage without the prior written consent of the Landlord first had and obtained.

5. Repairs and Maintenance. To keep the Said Property, the Said Premises and the Common Areas including the entrance, dining hall, kitchen, toilets and the fixtures and fittings listed in the Inventory hereto together with any additions thereto in a good and tenable 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 Common Areas and the Landlord's fixtures and fittings which may be damaged. For the avoidance of doubt, in the event the mattress is stained for any reason whatsoever, the Tenant will be required to replace the mattress when vacating the Said Premises. To keep the interior of the Said Property, the Said Premises and Common Areas, the flooring and interior plaster or other surface materials or renderings on walls and ceilings and the Landlord's fixtures thereon including doors, windows, glass, shutters, locks, fastenings, electric wires, installation and fittings for the light, power and other fixtures and additions thereon and piping in good tenable repair (reasonable wear and tear, riot, civil commotion and damage by fire or

any other destruction not due to the Tenant or his servants and all other deriving right from the Tenant to be present in the Said Premises and flooding, tempest, storm or any other act of God excluded) and to keep the Said Premises clean and weeded, if applicable; Not by itself, agent, or occupier to dispose of any dirt, rubbish, rags or other refuse into the sinks, lavatories, cisterns waste or soil pipes in the Said Premises which may cause any blockage or damage to the main sewerage system and all costs for any necessary repairs through breach of this covenant shall be borne by the tenant.

6. **Alterations.** The Tenant will not, without first obtaining the written consent of the Landlord, make any alterations, additions, or improvements, into or about the Said Premises. Any such alteration, addition or improvement, including, but not limited to, wall covering, paneling, built-in cabinet work, cabling, and electrical systems will become a part of the Said Premises and will belong to the Landlord. All the alterations, additions, or improvement will be surrendered with the Premises by the Tenant to the Landlord at expiration or termination of the Agreement. Upon the Landlord's consents to any such alteration, addition or improvement, the Tenant will bear all the related costs for any contractor or person selected by the Tenant to perform the work. Upon expiration, or sooner termination of the Agreement, the Landlord also has the option to demand the Tenant to remove such alteration, addition or improvement at the costs of Tenant.

7. **Services and Utilities**

- 7.1 **Landlord's Obligations.** The Landlord agrees to provide only the facilities, not the monthly usage or expenses of the utilities, to the Said Premises, subject to the rules and regulations of the building, including electricity, water supply, and sewage required in the Landlord's judgment for the comfortable use and occupancy of the Said Premises. The Landlord will not be liable for and the Tenant will not be entitled to any reduction of rental by reason of the Landlord's failure to furnish any of the foregoing, when such failure is caused by accident, breakage, repairs, strikes, lockouts or other labor disturbances or labor disputes of any character, or by any other cause, similar or dissimilar, beyond the reasonable control of the Landlord.

8. **Entry and Inspection.** The Landlord reserves the right and the Tenant also agrees to allow the Landlord or the authorized representatives to enter the Said Premises at any time, with the presence of the Tenant or representatives of Tenant, to inspect the Said Premises to

- a) provide any service for which the Landlord is obligated under this Agreement
- b) comply the laws and regulations of local authority
- c) submit the Premises to prospective purchasers or the prospective Tenants
- d) alter, improve, maintain or repair the Said Premises or any portion of the building that the Said Premises are a part that the Landlord deems necessary or desirable, all without abatement of rent.

The Landlord will not be liable in any manner for any inconvenience, disturbance, loss, nuisance, interference with quiet enjoyment, or other damage arising out of the Landlord's entry on the Said Premises as provided in this section, except damage, if any, resulting from the negligence or willful misconduct of the Landlord or the authorized representatives of Landlord. The Landlord will retain a set of keys with which to unlock all doors into, within, and about the Said Premises, excluding the Tenant's vaults and safes. In an emergency or the case of breach of Agreement by the Tenant, the Landlord will have the right to use any mean that the Landlord deems reasonably necessary to obtain entry to the Premises, without liability to the Tenant, except for any failure to exercise due care for the Tenant's property. Any such entry to the Premises by the Landlord will not be construed or deemed to be forcible or unlawful entry into the Premises or an eviction of the Tenant from the Said Premises or any portion of it.

9. **Possession.** If the Landlord is unable to deliver possession of the Said Premises at the commencement, the Landlord will not be liable for any damage caused thereby, nor will this

Agreement be void or voidable, but the Tenant will not be liable for any rent until possession is delivered. The Tenant may terminate this Agreement if possession is not delivered within 15 days after the commencement of the term of this Agreement.

10. **Indemnification of Landlord.** The Tenant will hold the Landlord harmless from any claim arising from the Tenant's use and the activities conducted in or about the Said Premises, as well as any claim arising from any breach or default in the Tenant's performance of any obligation under the terms of this Agreement. If any action or proceeding is brought by reason of any such claim in which the Landlord is named as a party, the Tenant will defend the Landlord therein at the Tenant's expense by counsel reasonably satisfactory to the Landlord. The Landlord will not be liable for any latent defect in the Said Premises or in the building of which they are a part. The Tenant shall immediately inform the Landlord in case of fire, accidents, theft, burglary, or damage on the Said Premises or in the building or of alleged defects in the building, fixtures or equipment.
11. **Insurance of the Said Premises.** The Landlord shall purchase the insurance against the risks of loss and damage by fire, explosion, flood, impact damage, and landslip to the Said Premises. The Tenant, at the discretion of the Tenant, can purchase additional insurance to protect the private property, belongings, and valuable items of Tenant.
12. **Landlord's Obligations.** The Landlord shall pay all the quit rent, taxes, assessments, and building management fees imposed upon the Said Premises. On the expiry of the term stated in Section 5 of Schedule A, the Landlord shall grant the Tenant a further term stated in Section 11 of Schedule A hereto upon the terms and conditions mutually agreed by the Landlord and the Tenant. These terms and conditions include but not limited to revision of monthly rental during a further term stated in Section 11 of **Schedule A**, obligations of the Landlord and Tenants, rules and regulations that the Landlord deems reasonably necessary. If both the Landlord and Tenants cannot agree with these terms and conditions for granting a further term at 30 calendar days before the end of Term stated in Section 5 of Schedule A, both Landlord and Tenant are hereby agree to terminate this Agreement by default. The Tenants must quit and surrender the Said Premises to the Landlord at the end of Term stated in Section 5 of Schedule A.
13. **Landlord's Remedies on Default and Breach of Agreement.** If the Tenant defaults in the payment of rental, or any additional rental, or defaults in the performance of any of the other covenants or conditions of this Agreement, the Landlord may give the Tenant notice of such default or breach of Agreement and if the Tenant does not cure any such default and breach of Agreement within seven (7) calendar days, after the giving of such notice, then the Landlord may terminate this Agreement on not less than seven (7) calendar days' notice to the Tenant. On the date specified in such notice the term of this Agreement will terminate, and the Tenant must quit and surrender the Said Premises to the Landlord. But the Tenant will remain liable as provided in this Agreement. Upon termination of this Agreement, the Landlord may at any time thereafter resume possession of the Said Premises by any lawful means and remove the Tenant or other occupants and their effects. All the Deposit will be forfeited to the Landlord but without prejudice to any right of action of the Landlord may have against the Tenant, in respect of the default or any breach of this Agreement. No failure to enforce any term will be deemed a waiver.
14. **Waiver.** No failure of the Landlord to enforce any term of this Agreement will be deemed to be a waiver.
15. **Notices.** Any notice given under this Agreement shall be in written format. The Tenant shall give two (2) months of notice to exercise the option to renew this Tenancy before the expiry of the term of this tenancy and Agreement, as stated in Section 5 of Schedule A.
16. **Heirs, Assigns, Successors.** This Agreement is binding upon and inures to the benefit of the heirs, assigns and successors in interest to both the Landlord and the Tenant.

17. **Rules and Regulations.** The Tenant will faithfully observe and comply with the rules and regulations, including but not limited to the local laws and regulations. The Landlord reserves the right from time to time to make all reasonable modifications to those rules that will be binding to the Tenant upon delivery of a copy of them to the Tenant.
18. **Severability.** If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remainder will remain valid and enforceable according to its terms. Without limiting the previous, both the Landlord and Tenant agree that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by both the Landlord and the Tenant to be severable and independent of any other provision and to be enforced as such. All other limitations of liability and exclusion of damages set forth in this section will remain in full force and effect, even if any remedy under this Agreement is determined to have failed of its essential purpose.
19. If the Tenant should terminate the Tenancy hereby created at any time before expire as stated in Section 5 of **SCHEDULE A** of this agreement, Tenant shall give one (1) month of notice in written toward the landlord. The Landlord reserved the right to forfeit the deposit stated in Section 9(a) and 9(b) of **SCHEDULE A** without prejudice to any right of action the Landlord may have against the Tenant in respect of the unpaid rent.
20. If the Landlord should terminate the Tenancy hereby created at any time before expire as stated in Section 5 of **SCHEDULE A** of this agreement, Landlord shall give one (1) month of notice in written toward the Tenant. The Landlord must refund the deposit stated in Section 9 (a) and (b) of **SCHEDULE A** upon the tenant surrender the said premises after one (1) month.
21. **Entire Agreement.** Both the Landlord and the Tenant acknowledge that this Agreement expresses their entire understanding and agreement, and that there have been no warranty, representation, covenant or understanding made by either party to the other except such as are expressly set forth in this section. This Agreement supersedes, terminates, and otherwise renders null and void any and all prior agreements or contracts, whether written or oral, entered into between the Landlord and the Tenant with respect to the matters expressly set forth in this Agreement.
22. **Governing Law.** This Agreement will be governed by the laws of Malaysia.

(The remaining and empty sections below are intended to be blank)

We have carefully reviewed this Agreement and agree to and accept all the terms and conditions.
We are executing this Agreement as of the day and year first written above.

Signed by **LANDLORD**

Signed by **TENANT**

Name : **MERLIN ANAK KUBU**

In the presence of Witness

In the presence of Witness

Name : **POON CHIAT CONG**

NRIC : **920306-02-5107**

Name : **POON CHIAT CONG**

NRIC : **920306-02-5107**

SCHEDULE A

SECTION	DESCRIPTION OF TERMS CONDITIONS
1) Date of Agreement	
2) Landlord	<p>MERLIN ANAK KUBU (NRIC: 830820-13-5991)</p> <p>Address: SA13-3A SQWHERE, DATARAN PRESTIJ, JALAN SUNGAI BULOH, SEKSYEN U19, 40160 SHAH ALAM, SELANGOR DARUL EHSAN.</p> <p><u>The Property Manager</u> AI HOME MANAGEMENT (Company No.: 202003318646) H/P: 016-4105107</p>
3) Tenant	
4) Said Premises	<p>ROOM 1 MASTER ROOM</p> <p>SA13-3A SQWHERE, DATARAN PRESTIJ, JALAN SUNGAI BULOH, SEKSYEN U19, 40160 SHAH ALAM, SELANGOR DARUL EHSAN.</p>
5) Term	ONE (1) year from the Date of Commencement
6) Date of Commencement	01/03/2021
7) Monthly Rental	Ringgit Malaysia One Thousand (RM1,000.00) only
8) Time of Payment	In advance before the seventh (7 th) of each succeeding calendar month
9) Deposit	
10) Permitted Purpose	For residential of Tenant only
11) Further Terms	Option to renew one year
12) Common Area	Always KEEP CLEAN and TIDY in common area, i.e. Shared Bathroom, Kitchen AFTER USE, and Dining area. Personal Belongings such as Luggages or Bags are not allowed to be kept in the common area to avoid clutter.
13) Smoking and Pet Policy	This is a strictly non smoking unit and there will be no pets allowed in the unit. The Landlord has the right to terminate the contract and forfeit the deposit
14) No Party and Noise Policy	With respect to all residents in the unit, Party is strictly not allowed, and do keep in mind to reduce the noise level after 10pm.
15) Late Rental Terms	Any late rental will have a RM 50 admin charges. For every week, late payment will increase by RM 50. By 21th of the

	Month, Landlord or Authorised person has the right to evict the TENANT if the rental is still not received.
16) UTILITIES	Utilities (Water, Electricity, Wifi and Aircond is included by owner)
17) Payment Terms	All rental and utilities shall be paid to AI HOME MANAGEMENT Public Bank: 3220643919

House Rules

House Rules for tenants to adopt and to ensure all the residents may enjoy a clean, safe and pleasant environment.

1. Tenants must keep CLEAN and TIDY at all times. Especially Kitchen and Toilet AFTER USE.
2. Tenants are responsible for safe keeping of their personal belongings. We do not take responsibilities for any losses of valuable (Please keep in the locked rooms)
3. Tenants must WASH their own dishes immediately after use.
4. Smoking is STRICTLY prohibited in the premise, including VAPE, SHISHA.
5. Tenant must not move or damage any furniture and equipment in the premise
6. QUIET HOURS shall be 10pm to 8am weekdays and 10pm to 11am on weekends.
7. Pets are STRICTLY prohibited in the premise.
8. All rubbish or food waste MUST BE thrown into the waste room on a DAILY basis.
9. Tenants who LOST their keys and access card will have to pay RM 100 for a replacement.
10. Tenants who misplaced their keys or accidentally locked their room will be penalized RM 50 (Weekday Only - before 10AM or after 6PM) to unlock the door, subject to support team availability. Alternatively, a locksmith number will be provided.

In case of any violation of the house rules, management reserves the right to send the tenant a warning letter in writing, and if repeated offence will result the termination of the tenancy immediately with or without the deposit refunded.

Police or any sort of authority will be involved if there is a suspicion of any illegal activities.