

DATED THIS DAY OF 15TH JANUARY 2018

BETWEEN

**LANDLORD
LEE SAY
(NRIC: 510602-10-5855)**

AND

 **TENANT
RANAWEERA ARACHHIGE MADHAWA HASINTHA
(PASSPORT: N5097815)**

TENANCY AGREEMENT

AT

**A-15-06, Pacific Place Service Residence, Jalan PJU 1A/4A,
Ara Damansara, 47301 Petaling Jaya, Selangor.**

184

THIS TENANCY AGREEMENT is made on the day month and year stated in Section 1 of the First Schedule hereto.

Between the Landlord (which expression shall where the context so admits, include in the case of natural persons his legal representatives and permitted assigns and in the case of the company or corporation its successors in title and permitted assigns) whose name and description are more particularly described in Section 2 of the first Schedule, of the one part and the Tenant (which expression includes its successors-in-title, transferees and permitted assigns) whose name and description are more particularly described in Section 3 of the first Schedule of the other part.

WHEREAS:-

1. The Landlord is the registered/beneficial owner of the premises which is more particularly described in Section 4 of the First Schedule (hereinafter referred to as "the Demised Premises").
2. The Landlord is desirous of letting to the Tenant and the Tenant is desirous of taking on a tenancy of the Demised Premises for the consideration and upon the terms and subject to the conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1) The Landlord hereby lets and the Tenant hereby takes the Demised Premises for the term stated in Section 6 of the First Schedule hereto commencing from the day and year set out in Section 5 of the First Schedule hereto at the rental and payable in the manner stipulated in Section 8 of the First Schedule hereto (which said rental is hereinafter referred to as "the Reserved Rent").
- 2) The Tenant covenants with the Landlord as follows:-
 - a) To pay the Reserved Rent on the days and in the manner aforesaid;
 - b) To pay to the Landlord upon the execution of this Agreement the sum stipulated in Section 9 of the First Schedule hereto by way of a deposit as security for the due observance and performance by the Tenant of its covenants herein contained the receipt of which the Landlord hereby acknowledges. The deposit shall not except with the written consent of the Landlord be treated or deemed as payment of any rent hereunder or any part or parts thereof. The Landlord may lawfully set off the security deposit in Section 9 of the First Schedule, or any part thereof towards satisfaction of any monies, obligations and liabilities of the Tenant to the Landlord pursuant to this Agreement. Subject to the foregoing, the Landlord shall refund the deposit to the Tenant free of interest two weeks after the expiration of the term hereby granted or upon completion of all rectification works and clearance of any outstanding utility charges and reconnection fees acted upon by the Landlord as the result of non-compliance by the Tenant or the sooner termination thereof any renewal or renewals thereof;
 - c) To pay and discharge all utility charges payable for the supply of electricity, water, sewerage and gas use and hire of telephone, internet and Astro (if any) and for refuse collection and conservancy in respect of the Demised Premises;
 - d) To permit the Landlord and/or his agent and others at all reasonable times to enter upon and examine the condition of the Demised Premises and thereupon the Landlord may serve upon the Tenant notice in writing specifying any repair necessary to be done and for which the Tenant is liable under the terms of this Agreement and require the Tenant forthwith to execute the same and if the Tenant shall not within Fourteen (14) days after date of such notice proceed diligently with the execution of such repairs then to permit the Landlord, his servants and agent to enter



- e) Not to make any alteration in or additions to the Demised Premises without the written consent from the Landlord first had and obtained and in conformity with all relevant laws by-laws and regulations and any direction plans and specifications approved by the Landlord. In the event of the Landlord granting such written consent, the Tenant shall be solely liable for all cost and expenses incurred for such alterations or additions and upon the termination of this tenancy, if so requested by the Landlord, the Tenant shall restore the Demised Premises to their original state and condition at the absolute expense of the Tenant;
- f) To keep the interior of the Demised Premises, including but not limited to, the flooring, interior plaster, other surface material or renderings on walls, ceilings, the Landlord's fittings and fixtures thereon including but not limited to doors, windows, glass, shutters, locks, fastening, electric wires, light bulbs and additions thereon in good tenantable repair and clean condition and to replace or repair any part of Demised Premises and the Landlord's fixtures and fittings thereon which shall be broken or damaged due to malicious, negligent, accidental or careless acts of the Tenant, his servants, agents, invitees or otherwise and further that if any damage is caused to the Landlord or to any person whosoever directly or indirectly through the said damaged condition of any part of the interior of the Demised Premises (including but not limited to flooring, walls ceiling, doors, windows and other Landlord's fixtures) the Tenant shall be wholly responsible therefore and shall fully indemnify and keep indemnified the Landlord against all claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect thereof;
- g) Not to do or permit to be done anything which will or may infringe or violate any laws or regulations pertaining to the Demised Premises that may be imposed by the competent authorities and to observe and to be personally responsible for any infringement or violation against such laws or regulation and to fully indemnify the Landlord in respect thereof;
- h) Not to sub-let or otherwise part with the possession of the Demised Premises or any part thereof or to share occupation of the whole or any part thereof for all or any part of the said terms without the consent in writing from the Landlord first had and obtained.
- i) Not to permit or allow suffering to be done in or upon the Demised Premises or any part thereof anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Landlord or to the tenants, occupiers or lessees of neighboring premises or for any illegal or immoral purpose;
- j) To be responsible for and to indemnify the Landlord against all damage occasioned to the Demised Premises or any part thereof or any adjacent or neighboring property if such damage be caused as a result of a willful act or negligence or default on the part of the Tenant or his servants or employees;
- k) Not to do or permit to be done anything whereby the policy or policies of insurance on the Demised Premises against damage by fire or other risks for the time being subsisting may become void or voidable or whereby the rate or premium may be increased and to make good all damages suffered by the landlord and to repay to the Landlord on demand all sums paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by breach or non-observance of this covenant without prejudice to the other rights or the Landlord;
- l) Not to use and occupy the Demised Premises other than for the purpose as stated in Section 10 of the First Schedule hereto;
- m) To Yield up the Demised Premises with the Landlord's fixtures and fittings and additions thereto at the expiration or sooner determination of the said term in good and clean and substantial repair and condition in accordance with the several covenants herein before contained;

3) The Landlord hereby covenant with the Tenant as follows:-

- a) To pay all existing condo maintenance fee/sinking fund and future rates taxes assessment and outgoings whether parliamentary local or otherwise now or hereafter imposed or charged upon the Demised Premises other than those herein before agreed to be paid by the Tenant;
- b) To maintain and keep the main structure walls and roof of the Demises Premises in good and tenantable repair and condition throughout the term hereby created Provided always that where repairs under this covenant shall become necessary by reason of the malicious, negligent, accidental or careless acts of the Tenant, his servants, agents, invitees or otherwise the Tenant shall carry out such repairs at his own cost and expenses;
- c) The Tenant paying the rent hereby reserved and observing and performing the several and stipulations herein contained on the part of the Tenant shall hold and enjoy the Demised Premises throughout the said terms without any interruption by the Landlord or any person rightfully claiming under or in trust for him.

4) **PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES** as follows:-

- a) If the rent hereby reserved or any part thereof shall be unpaid for seven (7) days after becoming payable (whether formally demanded or not) or if any covenant or stipulation on the Tenant's part herein contained shall not be performed or observed or the Tenant being a company shall enter in liquidation whether voluntary or compulsory (save and except for the purpose of amalgamation or reconstruction) or suffer any distress or attachment or executions to be levied against his goods then and in every such case, it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this agreement shall absolutely terminate but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants and stipulations herein contained;
- b) The Landlord reserves his rights to terminate or discontinue or suspend utility supplies in the event the Tenant fails to pay his rental before the 7th day of every month as stipulated in Section 8 of the First Schedule or any utility bill within the stipulated times of the utility companies. There shall be no notice given to the Tenant for the Landlord's servants or agent to carry out this action. Any termination, disconnection or suspension of any utility supplies by reason of the Tenant's non-payment or late payment of such charges, the Tenant shall be solely liable for the cost of reinstatement and reconnection of such supply to the Demised Premises.
- c) In case the Demised Premises or any part thereof shall at any time during the said term be destroyed or damaged by fire, lightning, riot tempest or other unforeseen cause so as to become unfit for occupation and use then the Landlord shall not be bound or compelled to rebuild or reinstate the same unless the Landlord in his discretion think fit. In the event of the Landlord deciding to rebuild and reinstate the Demised Premises and the Tenant deciding to continue with this tenancy then (provided the money payable under any policy of insurance effected by the Landlord shall not have become irrecoverable through any act or default of the Tenant) the rent hereby reserved or a fair and just proportion thereof according to the nature and extend of the damage sustained shall be suspended and cease to be payable until the Demised Premises shall have been again rendered fit for occupation and use. In the event of the Landlord deciding not to rebuild and reinstate the Demised Premises or the Tenant deciding not to continue with this tenancy, which written notice of 7 days shall be given to the Landlord, then the rent thereby reserved shall cease and determine from the happening of such destruction or damage as aforesaid and the Tenant will peaceably and quietly leave, surrender and yield up to the Landlord possession of so much of the demised premises as shall not have been destroyed;

- d) Any notice under this Agreement may be made by letter sent by registered post addressed to the Tenant at the Demised Premises's address or his/her last known address. A notice so sent shall be deemed served on the 4th business day from the date of posting. In proving such service, it shall be sufficient to prove that the notice was properly addressed and posted notwithstanding that the said notice may subsequently be returned by the postal authority.
 - e) This Agreement shall be binding on our successors in title.
 - f) Time wherever mentioned herein shall be of the essence of this Agreement;
 - g) No delay or omission on the Landlord's part in exercising any right, power, privilege or remedy in respect of this Agreement shall impair such right, power, privilege or remedy or to be construed as a waiver of it.
- 5) It is hereby expressly agreed between the parties hereto that this Agreement shall in addition to the terms and conditions herein be subject to the special expressed conditions set out in the Second Schedule hereto and in the event of any conflict, discrepancy or variance, the special expressed conditions set out in the Second Schedule hereto shall prevail.
- 6) The First Schedule, the Second Schedule and the Third Schedule hereto shall be taken read and construed as an essential part of this Agreement.
- 7) In this Agreement, words importing the masculine gender shall be deemed to include the feminine and neuter genders and words importing the singular number shall include the plural and vice versa.
- 8) The preparation of this Agreement including the stamp duty and other incidental disbursements payable for the execution of this Agreement shall be borne by the Tenant.
- 9) Not to store or bring upon the Demised Premises arms, ammunition or unlawful foods, gunpowder or any explosive or combustible or inflammable substance in any part of the Demised Premises. And always to leave or keep the entrances, stairways, passages or corridors of the Demised Premises clean and unobstructed.
- 10) Not to permit any sale by auction to be held on the Demised Premises or any part.
- 11) At all times during the one (1) calendar month immediately preceding the determination of this tenancy, to permit with prior appointment with the Tenant, allowing the Landlord's intending tenant and or the Landlord's Agent to view the Demised Premises. The Tenant may be present during the visit of an intending tenant who shall be accompanied by the Landlord or the Landlord's Agent.

(This space is left blank intentionally)

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year mentioned in Section 1 of the First Schedule of this Agreement.

SIGNED by the LANDLORD)



LEE SAY
(NRIC: 510602-10-5855)
Date:

Witness)



HO CHONG HAN (KENNLY HO)
(NRIC: 880516-56-5001)
CONTACT: 017-2028807
Date:

SIGNED by the TENANT)



RANAWEERA ARACHHIGE MADHAWA
HASINTHA
(PASSPORT: N5097815)
CONTACT: 016-6627240/ 011-12938526
Date: 19/01/2018.

Witness)



HO CHONG HAN (KENNLY HO)
(NRIC: 880516-56-5001)
CONTACT: 017-2028807
Date: 19/01/2018

THE FIRST SCHEDULE

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

SECTION NO.	ITEMS	PARTICULARS
1.	Date of this Agreement	The day of 15 TH JANUARY 2018
2.	Name and description of the Landlord	LEE SAY (NRIC: 510602-10-5855)
3.	Name and description of the Tenant	RANAWEERA ARACHIGE MADHAWA HASINTHA (PASSPORT: N5097815)
4.	Description of the Demised Premises	A-15-06, Pacific Place Service Residence, Jalan PJU 1A/4A, Ara Damansara, 47301 Petaling Jaya, Selangor.
5.	Commencement date	1 ST FEBRUARY 2018
6.	Duration of Tenancy	One Year with option to renew another One Year.
7.	End of Tenancy	31 TH JANUARY 2018 9 4
8.	Reserved Rent and Manner of Payment	a) Tenancy shall be Ringgit Malaysia One Thousand Seven Hundred Fifty Only (RM1750.00) Payable in advance, the first of such payment to be made before the 1 st day of each and every succeeding month and in any event not later than 7 th day throughout the continuance of this tenancy and to be credited directly to: HONGLEONG BANK 270-0029-3504 For the account of LEE SAY
9.	Security Deposit	a) Ringgit Malaysia Three Thousand Five Hundred Only (RM3500.00) equivalent to two months' rental. b) Ringgit Malaysia Eight Hundred Seventy Five Only (RM 875.00) as deposit for water and electricity.
10.	Restriction of use	Strictly for office use only.
11.	Keys & Cards	6 Keys 3 Cards (A0102, A0935, B 2597)

(This space is left blank intentionally)

THE SECOND SCHEDULE

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

SPECIAL EXPRESSED CONDITIONS

to which this Agreement is subject and referred in clause 5 hereof

1. If the Tenant shall be desirous of renewing the tenancy for a further term of (12) months at the expiration of the term hereby created, the Tenant shall give to the Landlord notice in writing of such desire at least Two (2) calendar months before the expiry thereof and shall pay the reserved rent and observe and perform the stipulations and covenant herein contained and on its part to be observed and performed up to the termination of the tenancy hereby granted, the Landlord shall let the Demised Premises to the Tenant for such further period of (12) months upon such new rent as the parties shall then agree provided that such new rent shall not be less than the then prevailing market rent of similar premises within the same vicinity from the existing rent hereby reserved but otherwise subject to the same terms and conditions as are herein contained save and except this clause for renewal and the parties agree to any changes to the terms of this Agreement.
2. The Tenant hereby agree that the Landlord shall be entitled to forfeit the Security Deposit of **RM3500.00** as liquidated damages in the event the Tenant terminates the Tenancy during the duration of this Tenancy without prejudice to the Landlord's rights against the Tenant in respect of all antecedent breach of any terms and conditions contained herein. Likewise, the Landlord hereby agrees that the Landlord shall compensate the Tenant a sum of **RM3500.00** as liquidated damages (in addition to the refund of security deposit of **RM875.00 subject to the Landlord's right to use this deposit to settle any unpaid utility supply**) in the event the Landlord terminates the Tenancy during the duration of this Tenancy with no default on the part of Tenant of any terms and conditions contained herein.
3. If the Landlord shall be desirous of selling the Demised Premises prior to the expiration of the terms hereby stated, the Landlord shall undertake to give the Tenant Two (2) months' prior written notice of such sale.
4. The Landlord shall endeavor and procure the prospective purchaser to continue with this Tenancy and to observe all the terms and conditions of this Agreement in lieu of the Landlord. In the event that the prospective purchaser is not agreeable to accept or continue with the existing Tenancy with the Tenant, then in such circumstances the Landlord shall give the Tenant at least Two (2) months' notice to deliver vacant possession and the Landlord shall further be liable to refund the Tenant security deposit of **RM3500.00** plus the **balance of the RM875.00 utility deposit net off all outstanding payments** as liquidated damages and without prejudice to the Landlord's rights against the Tenant in respect of all antecedent breach of any terms and conditions contained herein and thereafter the Tenancy shall terminate and have no further effect.
5. The Landlord shall be entitled at any time or times and from time to time during the Tenancy Period without the consent of but with prior written notice to the Tenant and upon such terms and conditions deemed fit by the Landlord to assign the Landlord's rights under this Agreement or to transfer this Tenancy to any person or persons at the absolute discretion of the Landlord. And the assignees or transferees of the Landlord shall be entitled at any time or times and from time to time during the Tenancy Period without the consent of but with prior written notice to the Tenant assigns or retransfer this tenancy to any person or persons deemed fit by the said assignees or transferees as the case may be. **PROVIDED ALWAYS** that the terms in this Tenancy Agreement shall remain the same, save and except if it is agreed by the parties of any changes as to the terms of this Agreement.

(This space is left blank intentionally)

Inventory list of unit: Pacific Place Serviced Apartment A-15-06

NO	ITEM	QTY
	Entrance	
1	Door bell	1
2	Door grill	1
3	Lighting	1
4	Shoe rack	1
	Balcony	
1	Lighting	1
	Living Area	
1	Ceiling fan (brand : Deka)	1
2	TV rack	1
3	Coffee table	1
5	3 seated Sofa	1
6	Lighting	3
7	Dinning set with 4 chairs	1 set
8	Intercom	1
9	Curtain railing with curtain	1 set
	Master bedroom	
1	Lighting	1
2	Air conditional with remote control(brand : Carrier)	1
3	Ceiling fan(brand : Deka)	1
4	Curtain	1 set
5	Wardrobe	1
6	Queens size bed with mattress	1
	Master bathroom	
1	Lighting	1
2	Water heater (brand : Deka)	1
3	Mirror	1
	Second room	
1	Lighting	1
2	Air conditional with remote control (brand : Panasonic)	1
3	Ceiling fan (brand : Deka)	1
4	Curtain railing with curtain	1
5	Wardrobe	1
6	Queens size bed with mattress	1
	Common bathroom	
1	Lighting	1
2	Water heater (brand : Deka)	1
3	Mirror	1
	Kitchen area	
1	2 door Fridge (brand : Toshiba)	1
2	Kitchen top	1
3	Lighting	1
	Yard area	
1	Washing machine (brand : SANYO)	1

2	Induction cooker (brand:Firenzzi)with a pot	1 set
3	Lighting	1
4	Aluminum kitchen rack	1

Contact for the issue below:

Maintenance Office: 03 7451 5670

Management Office: 03 7451 5602