

This Agreement is made on the

1ST OCTOBER 2022

Between

SUN KANG THENG
(NRIC : 840723-04-5360)

The Landlord

And

SIAH KAH CHUAN
(NRIC : 010904-01-1191)

LEE EN
(NRIC : 010709-01-1487)

The Tenant

**(ROOM 2 BED 3/4 TWIN SHARING ROOM
WITH COMMON BATHROOM)**

TENANCY AGREEMENT

B-08-01, Ixora Residence,
Hang Tuah Jaya, 75450 Bukit Beruang, Melaka

AGREEMENT

THIS TENANCY AGREEMENT is made on this 1st October 2022

BETWEEN : The party whose particulars are as stated in Part I of the FIRST SCHEDULE
Hereto (hereinafter called "The Landlord") of the one part.

AND : The party whose particulars are as stated in Part II of the FIRST SCHEDULE
Hereto (hereinafter called "The Tenant") of the one part.

WHEREAS the Landlord is the registered proprietor and/or beneficial owner of the property more particularly referred to and described in Part III of the Schedule ("hereinafter referred to as "the Demised Premises").

AND WHEREAS the Landlord is desirous of renting out the Demised Premises and the Tenant is desirous of taking on rent the said Demised Premises upon the terms and conditions herein after set forth.

NOW IT HEREBY AGREED as follows:-

1. The Landlord lets and the Tenant takes the Demised Premises for the term stipulated in Part IV of the Schedule at the rent stipulated in Part V of the Schedule and subject to the terms and conditions hereinafter contained.

2. The Tenant shall upon execution of this Agreement pay the Landlord the sum stipulated in Part VI of the Schedule by way of deposit as security for the due observance and performance by the Tenant of the terms and conditions of this Agreement. The said sum shall be maintained at this figure and not deemed or treated as payment of rent.

3. The Tenant hereby covenants with the Landlord as follows:-

a. To pay the rent hereby reserved on the days and in the manner aforesaid.

b. To keep the Demised Premises, the flooring and interior plaster or other surface material or rendering on walls and ceilings and the Landlord's fixtures thereon including doors, windows, glass shutters, lock fastenings, electric wires, installations and fittings for the light and power and other fixtures and additions therein in good and tenantable repair and clean condition and to replace or repair any part of the Demised Premises (wear and tear excepted) and the Landlord's fixtures and fittings therein which shall be broken or damaged due to malicious, negligent or careless acts or omission of the Tenant his servants, agents, invitees or otherwise and further that if any damage is caused to The Landlord or to any person whomsoever directly or indirectly through the said damaged condition of any part of the interior of the Demised Premises (including floorings, walls, ceilings, doors, windows and other Landlord's fixtures) the Tenant shall be wholly responsible therefore and shall fully indemnify the Landlord against all claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect thereof.

c. To permit the Landlord and the landlord's servants, agents and workmen and with all necessary equipment and appliances at all reasonable time after prior notice to the Tenant to enter upon the Demised Premises and to view the condition thereof and to do such works and things as may be required for any repairs, alterations or to any other part or parts of the said building and forthwith to repair and amend in a

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Landlord: Sun Kang Theng

Tenant : Siah Kah Chuan & Lee En

proper and workman like manner any defect for which the Tenant is liable and of which written notice shall be given to the Tenant or left in the Demised Premises and to pay the costs of the Landlord's surveyor or otherwise in respect of the preparation of the notice.

d. Not to do or permit to be done upon the Demised Premises anything which in the opinion of the Landlord may constitute nuisance.

e. To use the Demised Premises only for the purpose specified in Part VII of the Schedule.

f. Forthwith to notify the Landlord in writing of any notices served by any competent authority and with all due speed to comply with the terms of the said notice as are effective and to keep the Landlord indemnified from and against all actions, costs, claims, demands and liability in respect thereof.

g. Not to make or permit to be made any alteration or addition or partition to the Demised Premises or to the Landlord's fixtures, fittings and decorations therein without having first obtained the written consent of the Landlord therefore and upon the determination of the term hereby created, if so requested by the Landlord, to restore the Demised Premises to its original state and condition at the expense of the Tenant.

h. Not to assign, underlet, sublet or part with the actual or legal possession or the Tenancy Agreement use of the Demised Premises for any term whatsoever without the previous consent in writing of the Landlord first obtained.

i. Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises or any part of the Buildings arms ammunition or unlawful goods, gunpowder, sulphate or any goods which are of noxious or dangerous.

j. Tenant shall return the Demised Premises back to the Landlord (after stop business or terminate contract) in the original premises (wear and tear excepted). If inside do any renovation, the Tenant must be clear it back to original premises.

k. Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the Demised Premises against damage by fire may become void or voidable or whereby the premiums thereon may be increased and to made good all damage suffered by the Landlord and to repay to the Landlord on demand all sums paid by them 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 a breach or non-observance of this covenant without prejudice to the other rights of the Landlord.

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

m. At the expiration or sooner determination of the tenancy to yield upon peaceably the Demised Premises with the fixtures, fittings, and decorations thereto (other than the Tenant's fixtures) in a tenantable repair and condition, fair wear and tear excepted.

n. At all times during the term hereby created to comply with all such requirements as may be imposed on the Tenant by any ordinance or Act of Parliament now or hereafter in force and any orders, rules, regulations, requirements and notices there under.

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Tenant : Siah Kah Chuan & Lee En

4. The Landlord hereby covenants with the Tenant as follow:-

a. To pay the quit rent, the assessment and the maintenance fee imposed on and payable in respect of the Demised Premises.

b. At all times throughout the tenancy to insure and keep insured the Demised Premises but excluding the Tenant's fixtures fittings and chattels from loss or damage by fire and to pay all premiums necessary for that purpose.

c. To permit the Tenant if he punctually pays the rent hereby reserved and other charges and observes the stipulations on his part herein contained to peacefully enjoy the Demised Premises without any interruption or disturbance by the Landlord or those lawfully claiming title under or in trust for them.

5. Provide always and it is hereby expressly agreed as follows:-

a. If the rent hereby reserved or any part thereof shall at any time be unpaid for seven (7) days after the same shall have become due (whether formally demanded for or not) or any covenant on the Tenant's part herein contained shall not be performed or observed or if the Tenant shall have a receiving order made against him or shall have made any assignment for the benefit of his creditors or enter into any agreement or made any arrangement with his creditors by composition or otherwise or suffered any distress or attachment or execution to be levied against his good or if the Tenant for the time being shall be a company and shall go into liquidation whether compulsory or otherwise expect for the purpose of reconstruction or amalgamation then and in any 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 there upon the tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the conditions on the part of the Tenant herein contained.

b. If the Demised Premises or any part thereof shall be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) so as to be unfit for human habitation or use, then the rent hereby covenanted to be paid or a fair proportion thereof according to the nature and extend of the damage sustained shall be suspended until the Demised Premises shall again be rendered fit for habitation and use and provided always that nothing in this clause shall render it obligatory on the Landlord to restore, reinstate or rebuild the Demised Premises or any party thereof if the Landlord in his absolute discretion does not desire to do so in which either party shall be entitled to terminate this tenancy by one (1) month notice in writing to the other party and upon such termination neither party shall have any claim against the others save and except in respect of any antecedent breach.

c. The Landlord shall at the written request of the Tenant made not less than one (1) month before the expiration of the term hereby created and if there shall not at the time of such request by any existing breach or non-observance of any of the covenants of the parts of the Tenant herein to be performed at the Tenant's expense grant to the Tenant tenancy of the Demised Premises for a further term and subject to the conditions stipulated in Part VII of the Schedule.

6. Any notice or other document or writing required to be served delivered or given hereunder shall be sufficiently served if left addressed to the Tenant's last known address in Malaysia and any notice document or writing to the Landlord shall be sufficiently served if send by registered post to the Landlord's last known address.

7. In the event the Landlord's wish to sell the demised premise than the sale shall be subject to this Tenancy.

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Landlord: Sun Kang Theng

Tenant : Siah Kah Chuan & Lee En

8. There shall be no termination of the tenancy whatsoever during the twelve (12) months tenancy period by either party. In case of breach by tenant, the deposits specified in Scheduled Part VI hereby shall be forfeited. Besides, if the Landlord breach the contract, the deposits specified in Scheduled Part VI shall be refunded in full amount to the Tenant together with a sum equivalent to the deposit specified in Scheduled Part VI as compensation.

9. Both the Landlord and the Tenant agreed that in the event that the Tenant fail or neglect to pay the rental for two (2) months continuously then the Landlord shall be entitled to padlock the Demised Premise. The Tenant shall not take any legal action against the Landlord when the Landlord padlocks the Demised Premise.

10. The Demised Premises is rented as it is, per condition present during the handover of key by the Landlord to the Tenant. Additional furniture, fittings or fixtures to enhance the premise shall be borne by the Tenant. Any other request by the Tenant during tenancy period is based on the Landlord's mercy.

11. In the event the Tenant is not interested to rent the subject Demised Premise upon the expiry of this Tenancy, the Tenant shall give early one (1) month notice to the Landlord to arrange check out and keys hand over procedures.

12. The said deposits shall be maintained at this figure as illustrated in Scheduled Part VI during the term of this tenancy period shall not be entitled to utilize the said deposits to off-set any rental due under the agreement. The deposits shall be returned to the Tenant free of interest within thirty (30 Days) upon expiry. However, if there is any damage occurred in the common area, the cost of maintenance and repairing shall be equally divided among the total numbers of Tenants in the subject Demised Premise. If there is any damage occurred in the individual room, the cost will be bared by Tenant of the individual room solely.

13. In the event Tenant moves out from the said premise (either end of tenancy period or early tenancy termination), Tenant must ensure all areas of the subject Demised Premises are in clean condition. If Landlord finds the hygiene conditions are unsatisfactory, a total of RM150.00 will be deducted from total deposit for cleaning maintenance of the premise before refund.

14. Pets and smoking are strictly prohibited in the subject Demised Premise.

15. Any minor damage on lightings, clogging of toilet bowls, water catridge leakage and electric appliances remote control, switch (wear and tear) shall be borne by all tenants in the Demised Premises themselves. However, one (1) week warranty period will be given to the Tenant upon move in/ commencement of the Tenancy Agreement. Major damages such as inter-unit leakages and electric appliances such as motor/compressor malfunctions will be fully maintained by Landlord within 1-2 weeks from the date of damage occurred.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

SIGNED by
The Landlord

Name : Sun Kang Theng
(NRIC : 840723-04-5360)

SIGNED by
The Tenant

Name : Siah Kah Chuan
(NRIC : 010904-01-1191)

The Tenant

Name : Lee En
(NRIC : 010709-01-1487)

WITNESS by
The Agent

Name : Ong Beng Loong
(NRIC : 890722-04-5065)

SCHEDULES

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

Part I	<p>Landlord</p> <p>Name : Sun Kang Theng</p> <p>NRIC : 840723-04-5360</p> <p>Address : JC3356, Jasin Bestari 4, 77200 Bemban, Melaka.</p>
Part II	<p>Tenant 1</p> <p>Name : Siah Kah Chuan</p> <p>NRIC : 010904-01-1191</p> <p>Address : 1, Jalan Desa 11, Taman Desa, Jalan Parit Setongkat, 84000 Muar, Johor.</p> <p>Tenant 2</p> <p>Name : Lee En</p> <p>NRIC : 010709-01-1487</p> <p>Address : 17, Jalan Setia Jaya 1, Taman Setia Jaya, Sungai Terap, 84300 Muar, Johor.</p>
Part III	<p>Demised Premises :</p> <p>Address : Room 2 Bed 3/4 Twin Sharing Room With Common Bathroom, B-08-01, Ixora Residence, Hang Tuah Jaya, 75450 Bukit Beruang, Melaka.</p>
Part IV	<p>Term :</p> <p>1) TWELVE (12) months commencing 1st October 2022 and expiring 30th September 2023 and</p> <p>2) Monthly Rental as stated in Part V of the Schedule with effective from 1st October 2022.</p>
Part V	<p>Monthly Rental :</p> <p>RM 680.00 (Ringgit Malaysia SIX HUNDRED EIGHTY only)**</p> <p>MAYBANK BERHAD (1040-5819-3511) (SUN KANG THENG)*</p> <p>* The rental payment shall reach the landlord within 1st – 7th date of each month.</p>
Part VI	<p>Rental Deposit :</p> <p>RM 1,360.00 (Ringgit Malaysia ONE THOUSAND THREE HUNDRED SIXTY only) (Refundable)</p> <p>Utility (Water and Electricity Included)**</p> <p>** Utility (Electricity is included at capping of total RM300.00 for WHOLE UNIT.</p> <p>Any extra utility usage exceeding the above amount shall be paid by Tenants who using air-conditioners solely.</p> <p>Cleaning Service : Twice per Month</p>
Part VII	<p>Use of Demised Premises :</p> <p>Strictly for the RESIDENTIAL purpose only.</p>

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Tenant : Siah Kah Chuan & Lee En

INVENTORY LISTING FOR IXORA B-08-01

NO	ITEMS	DESCRIPTION OF FURNITURE AND FIXTURE	
		In Demised Premises	In Common Area
1.	2 Door Refrigerator		1 Unit
2.	Curtain	3 Window Panels	Living Hall
3.	Single Bed Frame With Single Mattress	2 Units	
4.	Ceiling Fan	1 Unit	1 Unit
5.	Wardrobe	2 Units	
6.	Living Room Table		1 Unit
7.	Water Heater		2 Units
8.	Sofa		1 Unit
9.	Wash Machine		1 Unit
10.	Entrance Key & Room Key	2 Sets	
11.	Water Filter		1 Unit
12.	Study Table	2 Units	
13.	Study Chair	2 Units	
14.	Microwave Oven		1 Unit
15.	Induction Cooker / Boiler		1 Unit / 2 Units
16.	Movable Hanger / Stainless Steel Hanger		1 Unit / 1 Unit
17.	Air-Conditioner With Remote Control	1 Unit	
18.	Dining Table / Dining Chair		1 Unit / 4 Units