

This Agreement is made on the 12/11/2020

TENANCY AGREEMENT

Between

Vinay Ashok Gorasia

(821228106003)

("The Landlord")

And

Vivekkumar Vora

(T2335399)

("The Tenant")

THIS TENANCY AGREEMENT is made on this 12/11/2020

BETWEEN: The party whose particulars are as stated in Section 2 of the SCHEDULE Hereto (hereinafter called "The Landlord") of the one part.

AND: The party whose particulars are as stated in Section 3 of the 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 Section 4 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 the rent the said Demised Premises upon the terms and conditions herein after set forth.

NOW IT HEREBY AGREED as follows:-

1. AGREEMENT TO LET

- a. Subject to the stipulation terms and conditions hereinafter contained the Landlord hereby lets and the Tenant accepts a Tenancy of the Demised Premises together with the fittings and fixtures on an as is where is basis for the period as stated in Section 5 and the duration as stated in Section 6 and Section 7 of the Schedule (hereinafter called "the Tenancy") at a monthly rent as stated in Section 8 of the Schedule (hereinafter called "the Reserved Rent") payable monthly in advance the first thereof is payable on the date hereof and subsequent monthly rents by the date of each subsequent calendar month as specified in Section 9 of the Schedule hereto and subject to the terms and conditions hereinafter contained.
- a. The Tenant shall pay to the Landlord a further sum as security deposits as set out in Section 10, 11 and 12 of the Schedule upon the execution of this Agreement and prior to the occupation of the Demised Premises by the Tenant as security for the due observance and performance by the Tenant of the stipulations terms and conditions of this Tenancy. The said sums shall be maintained at this figure during the term of this Tenancy and shall not without the previous consent in writing of the Landlord be deemed to be treated as payment of rent and same shall be refunded to the Tenant free of interest within seven (7) days of the determination of this Tenancy and due delivery of vacant possession of the Demised

Premises in its original state and condition (fair wear and tear excluded) when the same is delivered to the Tenant less such sums as may then be due to the Landlord but without prejudice to any other claims which the Landlord may have against the Tenant under the terms and conditions of this Agreement.

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

- a. To pay the Reserved Rent hereby reserved on the days and in the manner aforesaid;
- a. To pay all charges in respect of water, electricity and other utilities consumed on the Demised Premises thereon and all charges for telephone (if any). The Tenant shall fully indemnify the Landlord against all claims, penalty, actions and legal proceedings made upon the Landlord due to the default payment of the charges of the TNB and Syabas and other lawful authorities or the JMB Management Corporation of the said Demised Premises.
- a. To keep and maintain the Demised Premises and all parts thereof including all doors, windows, glass, shutters, locks, fastenings, electric wires, installations and fittings for the light and power and other fixtures and additions therein good and tenantable repair and clean condition and to replace or repair any part of the Demised Premises 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.
- a. To permit the Landlord and his agents with or without workmen and others and with or without appliances at all reasonable times and after giving of prior notice in writing, to enter upon the Demised Premises and to view and inspect the condition thereof and to give notice to the Tenant and to do such works and things as may be required for any repairs alterations or improvements to Demised Premises or any other part or parts of the said building and forthwith to repair and amend in a proper and workmanlike manner any defects for which the Tenant is liable;
- a. To use the Demised Premises for residential use and not to do or permit to be done any act which may become a nuisance or give reasonable cause for complaint from any the other tenants or occupiers of the said Complex.
- a. To keep the common parts servicing the Demised Premises clean and accessible to customers, visitors or invitee to the said Complex and not to cause the accumulation of dirt, rubbish or debris of any sort in or outside the Demised Premises or cause an unreasonable amount of noise which in the opinion of the Landlord is undesirable or unsuitable for the other tenants or occupiers of the said Complex. The Tenant shall be wholly responsible therefor and shall fully indemnify the Landlord against all claims, penalty, actions and legal proceedings whatsoever made upon the Landlord by the JMB/Management Corporation of the Complex, if any;
- a. 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 of floors of the Demised Premises without the previous written consent of the Landlord.
- a. Not to store or permit to be brought or stored on the Demised Premises arms, ammunitions, illegal drugs, or unlawful goods, gunpowder, or any combustible substance or any goods which in opinion of the Landlord is a noxious or dangerous or hazardous nature and not to use the Demised Premises for any immoral activities.
- a. Not to assign, sub-lease, sub-let and/or license the use of the Demised Premises to any other party (ies).

- a. Not to do or permit to be done anything whereby any insurance on the Demised Premises against damage by fire may become void or voidable whereby the rates of premium may be increased and to repay to the Landlord 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 of insurance rendered necessary by a breach of this covenant.
- a. At all times to be responsible for and indemnify and keep the Landlord fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, charges, claims, liabilities and/or prosecution whatsoever and howsoever made against or suffered or incurred or instituted against or by the Landlord arising directly or indirectly out of any breach or non-observance by the Tenant of any of the covenants or other provisions of this Tenancy or any matters to which this demise is subject for which the Tenant is liable, by any person or authority arising therefrom.
- a. During two (2) months immediately preceding the termination of the tenancy unless the Tenant shall has given notice of this intention to renew the tenancy as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable times of the days to view to said Demised Premises for the purpose of letting the same.
- a. At the expiration or sooner determination of this Tenancy to yield up within 3 days thereof the Demised Premises with the fittings and fixtures thereto in good and tenantable repair and condition, fair wear and tear excepted, failing which the Tenant shall be liable for double rental for the period of holding-over;

1. 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.
- a. To insure and kept insured the Demised premises up to the full value thereof during the term hereby created against loss and damage by fire.
- a. 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.
- a. 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 throughout the term except by reason of negligence or willful default by Tenant.

1. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES HERETO as follows:

- a. If the Reserved Rent hereby reserved or any part thereof shall be unpaid after becoming payable in accordance with Clauses 1(a) and 2(a) hereof (whether formally demanded or not) or if the Tenant shall make default in the observance or performance of any of the covenants on his part herein contained or if the Tenant shall have a receiving order made against him or shall make any assignment for the benefit of its creditors or enter into any agreement or make any arrangement with his creditors by composition or otherwise or suffer any distress or attachment or execution to be levied against its goods or being a company enter into liquidation whether compulsory or voluntary (except for the purpose of re- construction or amalgamation) then in any of such cases it shall be lawful for the Landlord at any time thereafter to serve a forfeiture notice on the Tenant pursuant to Section 235 of National Land Code and it is hereby mutually agreed that a reasonable time in which remedy the breach the subject matter of the said forfeiture notice is fourteen (14) days and on the expiration of the period specified in the said forfeiture notice without the breach complained of having been remedied the Landlord shall forthwith be at liberty to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this Tenancy shall absolutely determine but without prejudice to the right of action of the landlord in respect of breach of the Tenant's covenants contained;
- a. In the event of re-entry by the Landlord or other legal action taken by the Landlord to enforce the terms herein contained or towards recovery of the arrears of rent and for the rent of the remaining period of the term of this Tenancy herein or any other payments payable, the Tenant shall pay all legal costs incurred by the Landlord by reason thereof on a solicitor and client basis.
- a. In the event of the Demised Premises or any part thereof being damaged or destroyed by fire or other risks so as to render the Premises unfit for use or access thereto impossible then (except where such fire other risks has been caused by the default or negligence of the Tenant or his servants or agents) the Reserved Rent or a fair portion thereof according to the nature and extent of the Demised Premises shall be suspended

until the Demised Premises shall again be rendered fit for occupation and use or until access thereto may be obtained PROVIDED that in the event of total destruction of the Demised Premises the Landlord shall be entitled to summarily terminate the Tenancy;

- a. In the event that the Tenant shall abandon the Property for any reason whatsoever then and upon the happening of any such events aforesaid it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property, upon which the Tenancy shall be deemed terminated by the Landlord but without prejudice to such other rights power and remedies conferred upon the Landlord under any law or rules or equity against the Tenant for any loss or damages incurred or suffered by the Landlord arising out of such breach or default on the part of the Tenant and including any other claim in respect of any antecedent breach. In addition thereto the Tenant shall pay to the Landlord a sum equal to the remainder of the Rent for the whole of the unexpired period of the said term as liquidated damages.
- a. 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 any of the common facilities used and enjoyed in conjunction with the Demised Premises 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.
- a. In the event the Tenant shall be desirous of taking a tenancy of the Demised Premises for a further term as stipulated in Section 14 of the Schedule hereto, the Tenant shall give the landlord two (2) months written notice in advance of the same. 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 a further term of tenancy agreed by the Landlord and the Tenant upon the same terms and conditions and at a rental of the then prevailing market rent.
- a. If the Tenant at anytime prior to the expiration of the Tenancy elect to terminate this Tenancy Agreement, the Security Deposit referred to item 10 of the Schedule hereof shall be forfeited to the Landlord absolutely.
- a. If the Landlord at anytime prior to the expiration of the Tenancy elect to terminate this Tenancy Agreement, one month rental referred to item 8 of the Schedule hereof shall be compensated to the Tenant absolutely.
- a. The Landlord shall be at liberty to sell, transfer, assign or otherwise dispose of the Property, whether in whole or in part, to any other person(s) (the "New Proprietor") during the Term provided that the Landlord shall procure that such person(s) shall legally undertake to observe, perform and be bound by the obligations of the Landlord as though an original party to this Agreement.
- b. All costs and incidental outgoing to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant.
- c. Any notice in writing under the terms and conditions of this Agreement to be sent to either party shall be prepaid registered post and shall be deemed to sufficiently served at the time when in the ordinary course of post would have been delivered.
- a. Any indulgence given by the Landlord shall not constitute a waiver of or prejudice the Landlord's rights herein contained;
- a. The Schedule hereto and the occupation of the Demised Premised by others who nominated by the Tenant shall be taken read and constructed as essential parts of this Agreement.
- a. The Landlord and Tenant agrees that Homeplus 2 U Sdn Bhd "Rumah-i" may share, retrieve, process and manage all information related to this Agreement with any third parties, whether in or out of Malaysia, including credit reporting agencies, Central Credit Reference Information System (CCRIS), insurers, debt collecting agencies, legal advisors and auditors. Such information shall include information relating to the Tenant's default (including not paying on time) in paying Rent, early termination, abandonment of the tenancy by the Tenant, eviction of the Tenant, unpaid utility bills, damages or losses caused to the Landlord.

- a. Rumah-i may extract and share the Landlord and Tenant's personal data from and to credit reporting agencies, private investigators, immigration department or embassies for the purpose of ascertaining eligibility in renting a property and rental transaction history.
- a. In this Tenancy where the context so admits :-
- i. The term "Landlord" and the "Tenant" shall include their heirs, personal representatives and successors-in-title;
- i. Word importing the masculine gender only shall include the feminine and neuter gender; and
- i. Words importing the singular number shall include the plural number and vice versa.
- i. Time wherever mentioned in this agreement shall be of the essence of this agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF THIS AGREEMENT is hereby executed by the parties hereto the day, the month and the year first above-mentioned.

SIGNED by)
Vinay Ashok Gorasia)
 (NRIC NO. **821228106003**))
 the LANDLORD)
 in the presence of :-)

(Vinay Ashok Gorasia)

SIGNED by)
Vivekkumar Vora)
 (NRIC NO. **T2335399**))
 the TENANT)
 in the presence of :-)

(Vivekkumar Vora)

SCHEDULE

(To be taken read and constructed as an essential part of this Agreement)

SECTION	ITEM		PARTICULARS
1.	Date of the Agreement		<i>12/11/2020</i>
	(pursuant to Introduction)		
2.	Name and address of Landlord		<i>Vinay Ashok Gorasia</i>
	(pursuant to Introduction)		<i>(/IC NO: 821228106003)</i>

	Contact No.		0129365049
3.	Name and address of Tenant		Vivekkumar Vora
	Business or Company Registration		(/IC NO: T2335399)
	No./NRIC/Passport No of Tenant		
	(pursuant to introduction)		
	Contact No.		98943849834
4.	Demised Premise		Stackzoid Property
5.	The Term		6 Month Months
	(pursuant to Clause 1a)		
	,		
6.	Date of Commencement		30/11/2020
	(pursuant to Clause 1a)		
7.	Date of Expiration		01/01/1970
	(pursuant to clause 1a)		
8.	Monthly Rental		5000.00
	(pursuant to Clause 1a)		(5000.00 in Ringgit Malaysia)
9	Payment of Rental		<i>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.</i>
	(pursuant to Clause 1a)		

SECTION

ITEM

PARTICULARS

10.

Security Deposit

(pursuant to Clause 4g)

10000.00

(Ringgit Malaysia One Thousand One Hundred Only)

11.

Utility Deposit

2000.00

(pursuant to Clause 1b)

(Ringgit Malaysia Two Hundred Seventy Five Only)

12.

Keycard Deposit

1000.00

(pursuant to Clause 1b)

(Ringgit Malaysia One Hundred Fifty Only)

13.

Permitted Use

Residential Only

(pursuant to Clause 2e)

14.

Option to Renew

A further term of one (1) years at market rent.

[pursuant to Clause 4f]

15.

Others Condition