

DATED THIS 20th DAY OF FEBRUARY 2024

BETWEEN

SHIM JUNG JAT
(NRIC NO. 820201-12-5489)
(LANDLORD)

AND

LIM SHU JUN
(NRIC NO. 010602-10-1220)
(TENANT)

TENANCY AGREEMENT
FOR

TOWER B-22-07, ONE BORNEO CONDO,
JALAN SULAMAN, 88450 KOTA KINABALU, SABAH.

THIS AGREEMENT is made the day and year stated in **Section 1 of the Schedule** hereto between the party whose name and description are stated in **Section 2 of the Schedule** hereto (hereinafter called the "Landlord") of the one part and the party whose name and description are stated in **Section 3 of the Schedule** hereto (hereinafter called the "Tenant") of the other part.

Parties

WHEREAS :-

1. The Landlord is the registered/beneficial proprietor of the property more particularly referred to and described in **Section 4 of the Schedule** hereto (hereinafter referred to as the Said Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises together with furniture, fixtures and fittings as described in the Inventory hereto (where applicable) subject to the terms and conditions hereinafter contained.

Description
of Said
Premises

Inventory of
Furnishings

NOW IT IS HEREBY AGREED AS FOLLOWS :-

1. Subject to the terms and conditions herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term, commencing from the date and terminating on the date stated in **Section 5(a) (b) and (c)** respectively of **the Schedule** hereto.
2. The monthly rental stipulated in **Section 6 (a) of the Schedule** hereto shall be due and payable in advance in the manner and at the time stipulated in **Section 6 (b)** respectively of **the Schedule** hereto.
3. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 7 of the Schedule** 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 deposits shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be returned to the Tenant free of interest within 30 (Thirty) days upon expiry of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Said Premises by the Tenant (damage due to normal wear and tear excepted).
4. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the water and electricity deposits stipulated in **Section 8 of the Schedule** hereto (collectively as the Utility Deposits). The Tenant shall not be entitled to utilise the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be refunded to the Tenant free of interest within 30 (Thirty) days upon expiry or sooner determination of the term hereby created less such sum or sums as may then be due and outstanding. For the purposes of determining the current deposits, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from the relevant Department shall be conclusive.

Agreement To Rent

Term Of Tenancy

Monthly Rental
and date payable

Rental Deposit

Utility Deposit

5.	THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:-	Tenant Covenants
5.1	To pay the reserved rent on the days and in the manner aforesaid.	To Pay Reserved Rent
5.2	To pay all charges due and incurred in respect of, Astro subscription fee, electricity, water, sewerage, gas and all other utilities supplied to the Said Premises.	Payment of Utilities
5.3	To keep the Said Premises, the fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenantable 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 the Landlord's fixtures and fittings which shall be damaged.	To keep in good condition
5.4	Not to make or permit to be made any alterations in or additions to the Said Premises or the Landlord's fixtures, fittings decorations therein without having first obtained the written license and consent of the Landlord thereof and in the event of such license and consent being given to carry out at the Tenant's own expense such alterations with such materials and such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby created, if required by the Landlord, to restore the Said Premises to its original state and condition at the expense of the Tenant.	Not to make alterations and to maintain premises in present state
5.5	To permit the Landlord and his duly authorised representatives upon giving three (3) days' previous notice at all reasonable times to enter upon and examine the condition of the Said Premises, whereupon the Landlord shall be entitled to serve the Tenant a notice in writing specifying therein any repairs necessary to be carried out and requiring the Tenant to forthwith to execute the same and if the Tenant shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such repairs or works then the Landlord with or without workmen and others shall be entitled to enter upon the Said Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverable by action.	To permit entry for inspection and repair purposes.
5.6	To use the Said Premises only for the purpose stipulated in the Section 10 of the Schedule hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specific purpose herein stated and further not to do or permit or suffer anything to be done in or about the Said Premises or any part thereof which may become a nuisance or cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighbouring premises.	Used for stated purpose only
5.7	Not to assign, sublet, or part with the actual or legal possession or the use of the Said Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord.	Not to assign and sublet
5.8	Not to do or permit to be done on the Said Premises anything which may or will infringe any of the laws, by-laws or regulation made by the Government or any competent authority affecting the Said Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or	Not to do acts which will affect the Landlord .

whereby the rates of premium payable thereon may be increased to repay the Landlord all sums paid by way of increased premium.

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| 5.9 | On determination of the term hereby created to clear up any rubbish and peaceably and quietly deliver up to the Landlord vacant possession of the Said Premises in good, clean and proper state of tenantable repair condition. The Tenant may remove all fixtures, fittings or other installations belonging to the Tenant but shall make good any damage caused to the Said Premises or any part thereof by the installation or removal of such fixtures, fittings or installations. | To deliver Said Premises and to make good damage. |
| 5.10 | Not to store or bring upon the Said Premises arms ammunitions or unlawful goods gunpowder or any explosive or any article or articles of a specially combustible inflammable or dangerous nature and unlawful goods in any part of the Said Premises. | Not to store unlawful goods. |
| 5.11 | During the Two (2) months immediately preceding the termination of the tenancy unless the Tenant shall have given notice of his intention to renew the tenancy as hereinafter provided, to permit persons with the written authority from the Landlord at all reasonable times of the day to view the Said Premises for the purpose of letting the same. | Permission to view |
| 5.12 | In respect of the maintenance of the air conditioners (if any), the Landlord shall bear the costs of major repair and the Tenant shall maintain and service all the air conditioners before or during handover to owner the said tenancy period at the Tenant's own cost. | Servicing of air-conditioners |
| 6. | THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:- | Landlord's Covenants |
| 6.1 | To pay the Quit Rent, assessment, service charges and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Tenant. | To pay quit rent, assessment and service charges. |
| 6.2 | At all times through the period of this Agreement to keep the Said Premises except the furniture, fixtures therein belonging to the Tenant insured against loss or damage by fire or tempest and in case of destruction by fire or tempest to replace or reinstate the same as speedily as possible. | To keep insured and reinstate Said Premises. |
| 6.3 | To maintain and keep the main structure of the Said Premises that is the roof, main walls and timbers, drains, water pipes and electrical wiring in good and tenantable repair condition throughout the term hereby created except as regards damage to the premises caused by or resulting from any act of default or negligence of the Tenant or his servants and except as hereinbefore covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses. | To maintain structure of Said Premises in tenantable repair condition. |
| 6.4 | 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 peaceably hold and enjoy the Said Premises without interruption from the Landlord or any persons rightfully claiming through under or in trust for him. | To allow Tenant to enjoy Said Premises without Landlord's interruption. |

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

- 7.1 If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven (7) days after becoming payable or if any of the Tenant's covenant shall not be performed or observed or if the Tenant shall suffer execution on the Said 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 goods then and in any of those events it shall be lawful for the Landlord or any persons authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Said Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants herein contained. Power of re-entry
- 7.2 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) or so as to be unfit for occupation or use for a period greater than One (1) month the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall (after the expiration of the aforesaid One (1) month period) be suspended until the Said Premises shall again be rendered fit for occupation and use AND PROVIDED ALWAYS that if the Said Premises or any part thereof shall not be rendered and reinstated and made ready and fit for occupation within a period of Two (2) months from the date of happening of any such event the Tenant shall be at liberty to give to the Landlord One (1) calendar month's notice in writing determining the Tenancy hereby created and thereupon this Tenancy shall absolutely determine and the Security Deposit and the Utilities Deposit paid by the Tenant hereunder shall be refunded to the Tenant forthwith but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant or condition herein contained. Destruction or damage to Said Premises.
Suspension of Reserved Rent
Termination in the event of non-reinstatement.
- 7.3 In the event the Tenant shall be desirous of taking a tenancy of the Said Premises for a further term, the Tenant shall give the Landlord two (2) months' written notice of the same. Provided always that the terms and conditions of this Agreement shall have been duly observed and performed by the Tenant, the Landlord shall grant the Tenant a further term of tenancy as is specified in **Section 9 of the Schedule** hereto upon the same terms and conditions (save and except for this clause) and at a rental to be agreed upon. Option to renew.
- 7.4 There shall be no termination of the tenancy during the first twelve months by either party. The deposits specified in **Section 7 & 8 of the Schedule** hereto shall also be forfeited. Termination clause
- 7.5 After the period of twelve (12) months, the Tenant shall be entitled to terminate this tenancy agreement at any time before the expiry of the term hereby created in the event of any of the following:- Reasons for entitlement of termination
- 7.5.1 the Tenant being a natural person or the occupant (in the case of the Tenant being a Company) shall be required to obtained the issue or renewal under the Tenant's work permit or renewal not obtained

	Immigration Act 1959/63 and the regulations made thereunder of a work permit for the Tenant's or, as the case may be, the occupant's continued employment in Malaysia but shall be unable to obtain such work permit or the renewal thereof, or	
7.5.2	the Tenant being a natural person or the occupant (in the case of the Tenant being a Company) shall die or resign from the employment , or	Tenant dies or resigns
7.5.3	the Tenant being a natural person or the occupant (in the case of the Tenant being a Company) shall be transferred out of Kota Kinabalu then the Tenant shall be entitled if the Tenant shall have performed and observed stipulations contained in the Tenancy Agreement and on the Tenant's part to be performed and observed, to terminate the Tenancy in the manner as follows :-	Tenant being transferred
	7.5.3i) by giving the Landlord not less than two (2) month's notice in writing of termination together with reasonable evidence in the case described in sub-clause 7.5.1 aforesaid of the refusal of the Work Permit or the renewal thereof or in the case described in sub-clause 7.5.2. of the death or resignation of the tenant or, in the case described in sub-clause 7.5.3 of the transfer of the Tenant; or	Notice for termination
	7.5.3ii) by paying the Landlord two (2) months' rental in lieu of notice thereof.	
7.6	Any additional deposit required by Sabah Electricity SDN BHD or the Jabatan Air Negeri Sabah from time to time during the continuance of this Agreement shall forthwith be paid by the Tenant to the Landlord as additional utility deposit specified in Section 8 of the Schedule .	Additional Deposit paid by Tenant.
7.7	In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of the term hereby created, the Landlord hereby covenants, 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.	Sales of Said Premises subject to tenancy
7.8	All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees.	Cost of preparing agreement
7.9	Any notice in writing under the terms and conditions of this Agreement to be sent to either party hereto on the other shall be by prepaid registered post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered.	Service of notice

8 In this Agreement :-

Interpretation

- 8.1 The terms "Landlord" and "Tenant" shall include their heirs, personal representatives and successors in title.
- 8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.
- 8.3 Words importing the singular number only shall include the plural and vice versa.

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

SIGNED BY THE SAID LANDLORD

NAME : SHIM JUNG JAT)
NRIC NO. : 820201-12-5489)

In the presence of :)
NRIC NO :)

SIGNED BY THE SAID TENANT

NAME : LIM SHU JUN)
NRIC NO : 010602-10-1220)

In the presence of :)
NRIC NO :)

THE SCHEDULE

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

SECT NO	ITEMS	PARTICULARS
1.	Date of Agreement :	This 20th day of February 2024
2.	Description of Landlord	Name : SHIM JUNG JAT NRIC No: 820201-12-5489 Contact No : Address:
3.	Description of Tenant	Name : LIM SHU JUN NRIC No : 010602-10-1220 Contact No: 0127180206 Address : No.16, Jalan Desa 7/5, Bandar Country Homes, 48000 Rawang, Selango
4.	Description of Said Premises	TOWER B-22-07, ONE BORNEO CONDO, JALAN SULAMAN, 88450 KOTA KINABALU, SABAH.
5 a.	Term	One (1) year
5 b.	Commencing	1st March 2024
5 c.	Terminating	28th February 2025
6 a.	Monthly Rental	Ringgit Malaysia One Thousand Eight Hundred Only. (RM1,800.00)
6 b.	Due On	Due and payable on the 22th day of each month. Bank : MAYBANK Account No: 1601 0234 6771 Under Name: SHIM JUNG JAT

7.	Security Deposits (2 months rental)	Ringgit Malaysia Three Thousand Six Hundred Only. (RM3,600.00)
8.	Utility Deposits	Ringgit Malaysia Six Hundred Only. (RM600.00)
9.	Option To Renew	One (1) year at a rental to be mutually agreed upon.
10.	Use of the Said Premises.	Residential purpose only.

HANDOVER FORM

KEYS :

Grille : _____

Main Entrance : _____

Balcony : _____

Master Bedroom : _____

Bedroom 1 : _____

Bedroom 2 : _____

Bedroom 3 : _____

Kitchen : _____

Storeroom : _____

Back Entrance : _____

ACCESS CARD :

_____ S/N : _____

_____ S/N : _____

_____ S/N : _____

Car Park Bay No.

Car Sticker No.

METER READING :

Water : _____

Electricity : _____