

DATED THIS 28th NOVEMBER 2018

BETWEEN

NAME : CHIN JIT ENG
NRIC : 500128-10-5321
TEL :

“THE LANDLORD”

AND

NAME : JANGIR MAHAVEER
PASSPORT : K0187288
TEL :

“THE TENANT”

TENANCY AGREEMENT

DEMISED PREMISES : B-30-07, RESIDENSI RIMBUNAN, JALAN 1/132A, KLANG LAMA, 58200 KUALA LUMPUR.

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AN AGREEMENT is made on this day and the year stated in Part One of the schedule annexed hereto (which said Schedule shall hereafter be referred to as "the Schedule") BETWEEN the party whose name and address appear in Part Two of the Schedule (hereinafter called "the Landlord" which expression shall where the context so admits include his heirs and personal representative if any and successors in title and assigns) of the one part AND the party whose name and address appear in Part Three of the Schedule (hereinafter called "the Tenant" which expression shall where the context so admits include his heirs and personal representatives if any successors in title) of the other party.



ARTICLE 1

RECITALS

Section 1.01

The Landlord is the registered owner of the premises which is more particularly described in Part Four of the Schedule (hereinafter referred to as "the demised premises").

Section 1.02

The Landlord has agreed to grant to the Tenant and the Tenant has agreed to accept a tenancy of the whole of the demised premises for the consideration and upon the and subject to the stipulations and covenants herein set forth and contained.

ARTICLE II

TENANCY

Section 2.01

Agreement for Tenancy

The Landlord hereby grants and the Tenant hereby accepts a Tenancy of the whole of the demised premises for the terms stated in Part Five of the Schedule and with effect from the day and the year set out in Part Six of the Schedule and terminating on the day the year stipulated in Part Seven of the Schedule at the rental and payable in the manner stipulated in Part Eight and part ten respectively of the Schedule (which said rental is hereinafter referred to as "the reserved rent")

ARTICLE III

DEPOSIT

Section 3.01

Deposit

The Tenant shall upon the execution of this Agreement and as security towards the due observance compliance and performance of and with the Tenant's covenants herein contained deposit with the Landlord the sums stipulated in Part Nine of the Schedule (hereinafter referred to as "the said deposit") which said deposit shall after deducting there from such monies as may be found to be owing or payable by the Tenant by virtue of the provisions herein contained be refunded to the Tenant free of interest at the expiration of this Tenancy or any renewal hereof. The said deposit shall under no circumstances be used or applied by the Tenant to offset any reserved rent, electricity, water or other charges outstanding.

ARTICLE IV

COVENANTS BY TENANT WITH LANDLORD

Section 4.01 Payment of Rent

The Tenant shall pay the rent hereby reserved in advance monthly and punctually (whether formally demanded or not) without a deduction and in the manner aforesaid to the Landlord at this address herein stated or at any other address as the Landlord may inform the Tenant. In the event the Tenant fails to pay rental or other payments to the Landlord within the stipulated period, the Tenant shall pay the Landlord interest on the outstanding payment calculated at the rate of ten per cent (10%) per annum from the due date to the date of full payment. Such interest shall be chargeable whether or not the Landlord has formally demanded for the same, and any alleged delay and/or non-performance on the part of the Landlord in attending to the requests by the Tenant in relation to the Landlord's obligations herein shall not be used as an excuse for any delay, non-payment and/or part payment of the rental or other payments herein by the Tenant to the Landlord."

Section 4.02 Payment of Electricity, Water Consumption and Other Charges

The Tenant shall pay for electricity, sewerage, indah water and water charges, and all other outgoings whatsoever which are now or at any time hereinafter during the said term be imposed or charged upon or in respect of the demised premises or any part thereof.

Section 4.03 To Permit the Landlord to Enter And Views Condition

The Tenant shall permit the Landlord and his servants or agents with or without workmen and others at all reasonable times with due notice of the Tenant (save and except in the event of emergencies whereby causing damage to the Demised Premises and/or adjoining properties) in the daytime to enter and view the condition of the demised premises in the presence of the Tenant.

Section 4.04 To Keep Demised Premises In Tenantable Condition

The Tenant shall keep the demised premises and the interior thereof including the flooring and interior plaster or other surface materials or rendering on walls and ceilings and the Landlord's fitting and fixtures thereon including the items under the Appendix (if any) doors windows glass shutters locks fastening electric wires installations and fittings for electricity supply and other fixtures and additions and other goods therein in good and tenantable repair and condition.

Section 4.05 To Restore And Repair Demised Premises

The Tenant shall at his own cost and expenses restore and to forthwith make good any replacement and or repairs to be effected and if the Tenant shall fail to effect the same within the time stipulated in the notice given by the Landlord, the Landlord may make the necessary replacements and whether or not together with his workman or workmen enter upon the demised premises to execute all repair and the cost thereof shall be a debt due from the Tenant to the Landlord and shall forthwith be recoverable by action and or by appropriate deduction of the said deposit.

Section 4.06 Prohibition Against Undesirable Use

The Tenant shall not use the demised premises for unauthorized, illegal, unlawful or immoral purpose nor to do or permit to be done any act or thing which may become a nuisance or give reasonable cause for complaint from any of the other tenants or occupiers or lessees of other floors or any other building adjoining the demises premises and in particular not to use the demised premises or permit the same to be used as a gaming house, massage center or health club, funeral parlor but to use the demised premises for the purposes specified in Part Ten of the Schedule hereof.

Section 4.07

To Use Demised Premises for a Particular Purpose Only

The Tenant shall not use the demised premises or any part thereof for any purposes other than for the purpose specified in Part 13 of the Schedule.

Not to nail anything to the wall or doors , unless the tenant agrees to remove the nail, make good any damage and restore the wall and doors to its original condition.

Not to do permit or suffer to be done on the demised premises anything which may become a nuisance or cause annoyance or damage to or in any way interfere with the quiet occupation and comfort of any other adjoining occupiers or the neighborhood;

Not to store or bring upon the demised premises arms ammunition or unlawful good, gunpowder, saltpeter or any explosive or combustion substances in any part of the demised premises;

Save and except the Tenant's own name plate, signboard or placard, not to affix, paint or otherwise exhibit on the exterior of the demised premises or the windows thereof or any part any other name plate, signboard, placard, poster or advertisement or any flag staff or other thing whatsoever or use the outer wall of the demised premises for the purpose of any public announcement or to exhibit anywhere outside the demised premises any indication of business (other than the Tenant's business) or otherwise except with the written consent of the Landlord;

Not to install or cause to be installed in the demised premises any heavy equipment or electrical appliances consuming high voltage without prior written consent of the Landlord.

Section 4.08

Fire Insurance

The Tenant shall not do anything whereby the insurance policy in respect of the demised premises against loss or damage by fire for the time being subsisting may be rendered void or voidable, or whereby the rate or rates of premium therein may be increased and to repay to the Landlord on demand the increase in premium and all expenses incurred or in pursuant to any renewal of any policy or policies rendered necessary by the breach or non-observance of this covenant without prejudice to the other rights of the Landlord.

Section 4.09

Restriction Again Subletting And Assignment

The Tenant shall no sublet, assign, or part with the legal or actual possession of the demised premises or any part thereof to any person or persons whomsoever or to any corporation or corporations whatsoever except with the prior consent of the Landlord first had and obtained.

Section 4.10

Notices Affecting The Demised Premises

The Tenant shall notify the Landlord in within reasonable time upon receipt of any notice order direction or other thing which may affect the Landlord or the demised premises or any part thereof.

Section 4.11

On Determination of Tenancy

The Tenant shall at the expiration or sooner determination of the Tenancy hereby created or any renewal hereof to peaceably and quietly yield up the demised premises and all fixtures and fittings therein as per Inventory List in such good order and condition as the same are now (except as aforesaid) in accordance with the covenants hereinbefore contained and to quit and deliver vacant possession of the demised premises to the Landlord promptly.

If the Tenant shall be desirous of continuing this Tenancy hereby created at the expiration of the term hereby granted the Tenant shall have paid the rentals and performed the several stipulation of this Tenancy, the Landlord shall let the demised premises to the Tenant for a further term and at a rental as stated in Section 11 of the First Schedule hereto as form the date of expiration of this Tenancy and upon the same stipulations as are herein contained except this clause for renewal and amount of Deposits to be retained by the landlord anew.

Section 4.12

Indemnity

The Tenant shall indemnify and keep indemnified the Landlord from and against all actions proceeding claim demands damages expenses and costs on account of any act default or omission by the Tenant his agents or servants of any breach of the covenants herein contained.

Section 4.13

Restrictions Against Installation of Electrical Points and Plumbing

The Tenant shall not install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliance or make any additional plumbing connections on or to the demised premises without the previous written consent of the Landlord, such consent shall not be unreasonably withheld. In the event the Tenant commits a breach of this covenant and as a result of which the Landlord suffer any loss or damage the Tenant shall forthwith indemnify the Landlord against all such loss and damage.

Section 4.14

Damage to Fitting and Fixtures

The Tenant shall be responsible for and to indemnify the Landlord against all damage howsoever occasioned to the fittings and fixtures listed under the Appendix.

Section 4.15

Rules & Regulations by Developer

The Tenant shall observe conform to and act upon all the rules and regulations prescribed by relevant authorities including those prescribed under the deed of mutual covenants.

Section 4.16

Maintenance of Air Conditioning System

In respect of the maintenance of the air conditioners, the Landlord shall bear the costs of major repair except for damage caused by or resulting from any act of default or negligence of the Tenant, his servants or invitees while the Tenant shall maintain refill air cond gas and service all the air-conditioning units regularly at least every 12 (Twelve) months and upon vacant possession or within the Demised Premises as and when require during the Term of Tenancy at the Tenant's own costs. (Official receipt have to be provide and the date of receipt stated should not over 30 days from the date tenant provide)

ARTICLE V

LANDLORD'S COVENANTS WITH TENANT

Section 5.01

To Pay Rates And Assessments

To pay all rate taxes, assessment, quit rent, service charges, sinking fund and other outgoing hereinafter to be charged and imposed on the Demised Premises payable by the Landlord.

Section 5.02

Peaceful use of Demised Premises

Provided that the tenant shall pay the reserved rent and other charges promptly as the same fall due and observe and perform his part of this agreement to permit the Tenant to enjoy the demised premises without any disturbance by the Landlord or those lawfully claiming under the Landlord.

Section 5.03

Option to Renew

If the Tenant shall be desirous of taking a Tenancy of the demised premises for the further term, if any, stipulated in Part Eleven of the Schedule from the expiration of the term hereby granted at the rent and upon the terms and conditions set forth in Part Twelve of the Schedule and shall not less than two (2) months before expiration of the term hereby granted give to the Landlord notice in writing of such his desire and if he shall have paid the reserved rent and other charges and observed and performed the covenants and stipulations herein contained and on his part to be observed and performed up to the termination of the Tenancy hereby created then the Landlord will let the demised premises to the Tenant for the further period on the same terms and condition stated in this Agreement and at the rent to be agreed upon and upon the terms stated in Part Eleven and Part Twelve of the Schedule respectively.

Section 5.04

The Landlord shall not be responsible to the Tenant, its servants, agents, invitees or licensees for any damage injury or loss which may at any time during the tenancy be caused to or suffered by the Tenant or its servants, agents, invitees or licensees or to any property or goods of the Tenant or such persons aforesaid in or about the said premises arising from fire, storm, earthquake, theft, burglary, explosion riot or civil commotion or by reason or the defective working stoppage or breakage of or defects in any appliance pipes cables , plant or other machinery for the purpose of the said premises or any part thereof of failure of supply of electricity or in any way owing to the overflow of water from or any other part of parts of the said premises.

In the event of the Demised Premises being destroyed or damaged by fire or other acts of God then if it shall be so damaged as to render it unfit for occupation and use for a period of more than ten (10) days then the rentals payable shall be suspended till the Demised Premises shall have been so far repaired by the Landlord as to enable the same to be fit for occupation and use. Save as aforesaid no reduction or rebate shall be made in the said rent by reason of the Demised Premises being damaged by fire.

The Landlord shall not be bound or compelled to rebuild or reinstate the Demised Premises unless the Landlord shall in his absolute discretion think fit, In the event of the Landlord deciding not to rebuild or reinstate the Demised Premises then the rent hereby reserved shall cease and determine from the time of such destruction or damage as aforesaid and the Tenant shall peaceably and quietly leave surrender to the Landlord possession of the Demised Premises provided the said deposit shall be refunded to the Tenant by the Landlord free of interest.

ARTICLE VI

MUTUAL COVENANTS

Section 6.01

Default

If the Tenant shall:-

- (a) fail to pay the reserved rent within seven (7) days after the same becomes due and payable (whether formally demanded or not) ; or
- (b) commit a breach of any term or covenant set forth and contained in this Agreement; or
- (c) commit an act of bankruptcy or enter into any composition or arrangement with his creditors or suffer an execution levied against him or his goods;

then and in any such case it shall be lawful for the Landlord at any time thereafter to terminate this Agreement and without having to obtain a Court Order to re-enter the demised premises or any part thereof in the name of the whole and thereupon this Agreement shall become null and void and be of no effect and the said deposit shall immediately be forfeited by the Landlord but without prejudice to any other rights of the Landlord against the Tenant to secure or recover further or additional damages or other remedies in respect of any breach of the Tenant's covenants herein contained.

Section 6.02

Service of Notice

Any notice required to be served hereunder shall be in writing and shall be deemed sufficiently served on the Tenant if addressed to him and left at or sent by registered post to the demised premises and shall be deemed sufficiently served on the Landlord if addressed to him and left at or sent by registered post to the Landlord at the address mentioned hereinafter. Any notice sent by registered post shall be deemed to have been given at the time when it would have been delivered and received in the ordinary course of post.

Section 6.03

Occupier's Liability

The Landlord shall not be responsible to the Tenant or the Tenant's visitors licensees servants agents or other persons in the demised premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the demised premises.

Section 6.04

Defaults of Tenant's Agent

For the purpose of this Agreement any act, default or omission of the agents or servants of the Tenant shall be deemed to be the act, default or omission of the Tenant.

Section 6.05

Indulgence or waiver

Any indulgence howsoever given by the Landlord shall not constitute a waiver of or prejudice against the Landlord's right here in contained.

Section 6.06

Time

Time wherever mentioned herein shall be of the essence of this Tenancy Agreement.

Section 6.07

Costs

All legal fees stamp duty and other expenses incurred in respect of this Agreement shall be borne and paid for by the tenant.

Section 6.08

Interpretation

In this Agreement where the context so admits the following expression shall have the following meanings, that is to say:-

- (a) words importing the masculine gender only shall be deemed to include the feminine and neuter gender; and
- (b) the singular shall include the plural and vice versa.

Section 6.09

Binding Effect

This Agreement shall be binding upon the successors in title and permitted assigns of the parties hereto.

Section 6.10

AS RESIDENTIAL PURPOSE ONLY

Section 6.11

This Agreement is subject to the further terms and conditions

Contained in the Second Schedule hereto.

The First Schedule and the Second Schedule hereto shall be taken read and construed as an essential part of this Agreement. Should there be any inconsistency or conflict or variance between the provisions of this Agreement and the terms and conditions set out in the First Schedule and/or the Second Schedule hereto the terms and conditions set out in the First Schedule and/or the Second Schedule hereto shall prevail.

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

SIGNED BY :  (Landlord)

NAME : CHIN JIT ENG
NRIC : 500128-10-5321
TEL :

WITNESSED BY : 

Name : LUA CHIYAR LOCK
Nric : 860121-03-5067
TEL : 016-2494428

SIGNED BY :  (Tenant)

NAME : JANGIR MAHAVEER
PASSPORT : K0187288
TEL : 010 8156 990

WITNESSED BY : 

Name : ALEX
Nric : 81127-14-6173
TEL : 016-6817349