

DATED THIS 23<sup>rd</sup> OF SEPTEMBER 2025

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**TENANCY AGREEMENT**

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BETWEEN

**WONG KEE LIONG**

(NRIC NO.: 620415-13-6055)

(THE LANDLORD)

And

**ABHIJEET GHOSH**

(PASSPORT NO : Z6779898)

(THE TENANT)

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FOR PREMISES:

UNIT NO. 715

PARKCITY RESIDENCES,

PARKCITY COMMERCIAL SQUARE, PHASE 8,

97000 BINTULU, SARAWAK.

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AN AGREEMENT is made **this 23<sup>RD</sup> SEPTEMBER 2025 BETWEEN WONG KEE LIONG** with **NRIC NO.: 620415-13-6055** (hereinafter referred to as "the Landlord") of the one part AND **ABHIJEET GHOSH (PASSPORT NO .: Z6779898)** (hereinafter referred to as "the Tenant") of the other part.

WHEREAS

1. The Landlord is the registered proprietor/beneficial owner of the premises known as **Unit 7-1BD-3** also known as **Unit No. 715, PARKCITY RESIDENCES, BINTULU** (Hereinafter referred to as "**the demised premises**") together with the guardian grounds electric, plumbing fittings and all other furnished furniture.
2. The Landlord agrees to let and the Tenant agrees to take on the demised premises upon the terms and conditions herein contained together with furniture and appliances as per Schedule "A".

NOW IT IS HEREBY AGREED as follows:-

1. Landlord has agreed to let and the Tenant has agreed to take the whole of the said demised premises for a period of **One (1) year** commencing from the **1<sup>ST</sup> DECEMBER 2025** and expiring on **30<sup>TH</sup> November 2026** at a monthly rental **RINGGIT MALAYSIA: ONE THOUSAND EIGHT HUNDRED (RM1800) ONLY** payable inclusive all service charges payable on the 7<sup>th</sup> day of each month (hereinafter referred to as "**the said rental**") into the Landlord's bank account as per Schedule "B".
2. The Tenant shall pay to the Landlord upon the execution of this Agreement the sum of **RINGGIT MALAYSIA: FIVE THOUSAND FOUR HUNDRED (RM5400) being Two months security deposit and one month advance rental plus a further sum of RINGGIT MALAYSIA: NINE HUNDRED ONLY (RM900) ONLY as Utilities deposit for the supply of water and electricity** (the receipt of which the Landlord hereby acknowledges).

The security and Utilities deposits will be refunded to the Tenant without interest subject to the deduction of any sum or sums that may be lawful due from the Tenant to the Landlord at the termination of this tenancy. The said security deposit shall not at any time be deemed to be payment of the rent except that the Landlord shall in their absolute discretion be entitled on the expiration of the term of this tenancy to deduct whatever sum or sums that may be due to the Landlord as rent or other outgoing and/or for costs of any repairs of the demised premises or any fixtures and fittings or any furnished furniture therein and to return the balance (if any) to the tenant without interest thereon.

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

- a) To pay the said rent at the times and in the manner aforesaid;
- b) To pay for all telephone bills, charges in respect of water and electricity consumed in the demised premises during the term herein reserved
- c) To keep every part of the demised premises with the fixtures and additions thereto in tenant repair (damage by fire, storm and tempest and other inevitable cause beyond the control of the Tenant and reasonable wear and tear excepted) and in such repair to yield up the premises at the determination of the tenancy.
- d) Not to make any structural alterations or otherwise to the demised premises without the consent in writing of the Landlord. On the determination of the term hereby created, to restore the demised premises to its original state and condition on the expenses of the tenant.
- e) To permit the Landlord and his authorized agents or servants at all reasonable times to enter upon the demised premises and to view the conditions thereof and to take inventories of the Landlord's fixtures therein and to do structural or external repairs to the demised premises.
- f) The Landlord may serve upon the Tenant notice in writing specifying any repairs or works necessary to be done or replacement necessary to be made to comply with the Tenant's covenants to repair herein contained and require the Tenant forthwith to execute such repairs or works or make such replacement and if the Tenant shall not within fourteen (14) days after the service of such notice proceed diligently with the execution of such repairs or works or the making of such replacement then it shall be lawful for the Landlord to enter upon the premises and execute such repairs or works or make such replacement and the costs thereof shall be debt due from the Tenant to the Landlord's surveyors or architect's cost.
- g) Not to use demised premises for purposes other than the Tenant's legitimate Residential Use only and to occupy the demised premises at the Tenant's own risk and shall not make any claim whatsoever and however sustained by the Tenant or members of his family, guests, servants, or agents and to indemnify and save harmless the Landlord of any such claim.
- h) Not to permit or suffer any sale by auction to be held on the demised premises.
- i) Not to carry on or permit or suffer to be carried on upon the demised premises or any part thereof any offensive noisy or dangerous trade business or occupation not to permit or suffer the premises to be used as a factory or place of manufacture or for any illegal or immoral purposes or so as to cause nuisance annoyance or inconvenience to the Landlord or the neighborhood or permit or suffer to be done upon the demised

premises anything which may invalidate or affect any insurance or cause an increased or extra premium to be paid.

- j) The Tenant is liable for whatsoever liabilities, claims, proceedings, damages, actions and summons issued by the relevant authorities building management to the demised premises resulting from the Tenant activities.
- k) Not to use the demised premises or any part thereof for carrying on any activities or business which may cause the accumulation of dirt rubbish or debris of any sort inside or outside the demised premises or which may cause an unreasonable amount of noise or which may become a nuisance or annoyance to the Tenants or occupiers of the adjacent premises or other tenants in the said building.
- l) Not to keep store or accumulate in the demised premises any illegal or contraband goods inflammable liquids or explosive material or other things that shall constitute a fire or danger hazard.
- m) At all times the Tenant shall be entirely responsible for the security of the demised premises and all goods and belongings kept therein.
- n) To permit any person or persons with written authority from the Landlords at reasonable times of the day to view the demised premises for the purpose of taking a tenancy or sales thereof.
- o) At the expiration of the tenancy hereby created or sooner determination thereof to peaceably and quietly yield the demised premises to the Landlord with all original fixtures and fittings (Except Tenant's fixtures and fittings) and addition there in good and tenantable repair and condition.
- p) To allow the Landlord for his/her representative into the demised premises as and when deemed needed to inspect and view the conditions of the demised premises at reasonable time and notice.
- q) To keep every part of the demised premises flooring and additions thereto in free from damage by fire, storm and tempest and other inevitable cause beyond the control of the Tenant and reasonable wear and tear expected and in such repair to yield up the premises at the determination of the tenancy. On the determination of the term hereby created, to restore the demised premises to its original state and condition on the expenses of the Tenant.
- r) In addition, the Tenant shall acknowledge and agree that any furniture that is placed on any floorboard, marble flooring and tiled flooring must be prevented any scratching or scuffing of the floors. The Tenant agrees that the restoration of damaged floor to its original state and condition shall be on the expense of the Tenant.

- s) To keep the demised premises and its fixtures and fittings and furnished furniture clean and any cost of cleaning and restoration shall be on the expense of the Tenant.
- t) To provide or make available to the Landlord the original or photocopy of utility bills for supply of water and electricity when requested by the Landlord for purposes of determination of the utility bills are promptly settled.
- u) Acknowledge and agree that the cost of maintaining the furnished furniture, built in cabinets, built in wardrobes and electrical items shall be on the expense of the Tenant.
- v) No sublet is allowed.

In the event any of the terms stated in clause 3a) to v) is not adhere to the Landlord has the rights to forfeit and two month security deposit with written notice and the tenancy agreement shall be deemed as void and null.

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

- a) To pay all quit rents, taxes, assessments, management fees, or may be hereafter charged or imposed upon the demised premises and payable by the Landlord.
- b) That the Tenant paying the rent hereby reserved and performing and observing the several covenants and conditions on its part contained shall peaceably or any person rightfully claiming under or in the trust for him.
- c) At all times throughout the tenancy to insure and keep insured the Premises but excluding the Tenant's furniture, fittings, goods machinery, chattels or any other items from loss or damage by fire and pay all premium necessary for that purpose.
- d) In case the Premises or any part thereof should at any time during the tenancy hereby created to destroyed or damaged by fire, explosion, lighting, riot or other causes or act of God so as to be unfit for occupation or use, then and in every such case, the Landlord shall not be bound or compelled to rebuild or reinstate the same. If the Landlord decides to rebuild and reinstate the Premises, 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, its servant or agent) the rent payable herein or a fair and just proportion thereof, according to the nature and extent of the damage sustained , shall be waived or suspended or ceased to be payable until the Premises shall have again been rendered fit for occupation or use.
- e) To maintain the structural condition of the Demised Premises and to keep the exterior roof and drain of the said building.

- f) Provided that the tenant shall pay all the reserved rent promptly as it falls due and observe and perform his part of this agreement to permit the tenant to enjoy the demised premises without and disturbances by the Landlord.
- g) In case of unforeseen circumstances such as fire or otherwise, the Landlord shall cease rental collection until the premises is restored to tenable condition.

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

- a) If the rent hereby reserved or any part hereof shall be in arrears unpaid at any time for fourteen (14) days after becoming due whether formally demanded or not OR if any covenants stipulations or agreements on the part of the Tenant herein contained shall not be performed or observed OR is the Tenant or any other person or persons in whom for the time being the term hereby created shall be vested shall have a receiving order made against him OR shall become bankrupt or upon the liquidation or winding up the Tenant OR if the Tenant shall make any assignment for the benefit of the Tenant shall permit any execution to be levied on the demised premises the and in such cases it shall be lawful for the Landlord at any time to serve a forfeiture notice upon the Tenant and it is hereby mutually agreed that a reasonable times in which to remedy the branch the subject matter of the forfeiture notice in fourteen (14) days and on expiration of the period specified on the said forfeiture notice without the breach being rectified the Landlord shall be at liberty to re-enter upon the demises premises or any part thereof in the name of the whole and thereupon this Agreement shall be absolutely determined but without prejudice to the Landlord's right of action in respect of any antecedent breach of the Tenant's covenants herein contained.
- b) Provided the terms and conditions of this Agreement have been duly observed and performed by the Tenant, the Tenant shall have the option to renew the Tenancy for a further term from the expiration of the term hereby created at a revised rental based on the prevailing open market rental of the Demised Premises and subject to the same terms and covenants as are herein contained save and except this present covenant for renewal further subject to the Landlord's acceptance. Notice of intention to exercise this option shall be given by the Tenant to the Landlord not less than Two (2) months before the expiry of the terms hereby created.
- c) Any notice in writing required to be served hereunder shall be sufficiently served on the Tenant is addressed to the Tenant and left at or sent by the registered post to the demised premises and shall be sufficiently served on the Landlord if addressed to the Landlord and left at or sent by registered post to the Landlord's last known address. A notice sent by registered post shall be deemed to be given at the time when in due course of post it would be delivered at the present address to which it is sent.

- d) All the cost of and incidental to the preparation of this Agreement shall be borne by the Tenant.
- e) Time whenever mentioned shall be of the essence of this Agreement.
- f) This Agreement shall be binding upon the personal representatives successors-in-title and lawful assigns of both parties.

## 6. TERMINATION

**PROVIDE ALWAYS** and it is hereby expressly agreed and declared that:-


- a) In the event of the Tenant unilaterally terminating this tenancy before the Commencement Date or expiry hereof or breach of Clause 6.b hereinafter contained the Deposit shall be forfeited by the Landlord Furthermore the Tenant shall at their own costs and expenses make good the Demised Premises to its original state and condition to the satisfaction of the Landlord(where applicable);
- b) If the hereby reserved or any part thereof shall be unpaid for **fourteen (14) days** after becoming payable ( whether formally demanded or not or if covenant on the Tenant's part herein contained shall not be performed or observed then the landlord shall at any time thereafter, be at liberty to disconnect the electricity and water supply to the Demised Premises and to re-enter upon and lock up the Demised Premises or any part thereof in the name of the whole (with or without Court Order) and thereupon this tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breaches of the Tenant's covenant herein contained. The Landlord shall not be held responsible for the loss or damage to any of the personal effects of the Tenant by reasons of the above.
- c) In the event that the Landlord prematurely terminates this Agreement before its expiration the Landlord shall give the Tenant two (2) months notice in writing refund the Security Deposit to the Tenant and in addition thereto, the Landlord shall pay a sum equivalent to two (2) months rental as damages.

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**END**

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

SIGNED by the **LANDLORD**  
NAME: WONG KEE LIONG  
NRIC NO.: 620415-13-6055

A handwritten signature in black ink, appearing to read 'Wong K. Liong', written in a cursive style.A handwritten signature in black ink, appearing to read 'Abhijeet Ghosh', written in a cursive style.

SIGNED by the **TENANT**  
NAME: ABHIJEET GHOSH  
NRIC NO.: Z6779898

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**THE SCHEDULE**

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

| <b>SECTION</b> | <b>ITEM</b>                                 | <b>PARTICULARS</b>   |
|----------------|---|--|
| A              | Date of this Agreement                      | <b>23<sup>RD</sup> SEPTEMBER 2025</b>  |
| B              | Name and description of Landlord            | <b>WONG KEE LIONG</b><br>NRIC NO.: 620415-13-6055  |
| C              | Name and description of Tenant              | <b>ABHIJEET GHOSH</b><br>PASSPORT NO.: Z6779898  |
| D              | The said Premises                           | Unit 7-1BD-3 also known as Unit No.: 715.<br>Parkcity Residences, Bintulu  |
| E              | Term of Tenancy                             | One ( 1 ) year   |
| F              | Monthly Rental                              | Ringgit Malaysia: One Thousand Eight Hundred (RM1800) Only   |
| G              | Monthly Rental 2 <sup>nd</sup> Renewal Term | Upon the successful completion of the initial term as stated above, an option to renew for a further term shall be granted to the Tenant at the then prevailing market rate.           |
| H              | Commencement Date                           | <b>1<sup>ST</sup> December 2025</b>  |
| I              | Expiration Date                             | <b>30<sup>TH</sup> November 2026</b>   |
| J              | Payment of Rental                           | The Rent payable without deduction, commencing from the Commencement Date and thereafter by monthly payment in advance within the 1 <sup>st</sup> Seven (7) days each and every month. |
| K              | Security Deposits                           | Ringgit Malaysia: Three Thousand Six Hundred (RM3600) Only   |

|   |   |   |
|---|---|---|
| L | Advance Rental                            | Ringgit Malaysia: One Thousand Eight Hundred (RM1800) Only  |
| M | Utilities Deposit (Water and Electricity) | Ringgit Malaysia: Nine Hundred (RM900) Only   |
| N | Use of the said Premises                  | To operate as a Residential only and NO Sublet allowed  |
| O | Option to Renew                           | To be agreed  |
| P | Other Conditions                          | <p>a) No pets are allowed in the premises.</p> <p>b) There will be a programming surcharge of RM100 plus RM50 per access key card if the access key card is lost and replacement card(s) is required.</p> |

Water meter reading as on \_\_\_\_\_ : \_\_\_\_\_  
 Electricity meter reading as on \_\_\_\_\_ : \_\_\_\_\_  
 Keys taken on date : \_\_\_\_\_  
 Keys : \_\_\_\_\_

| Items                   | Quantity | Remarks |
|-------------------------|----------|---------|
| Entrance Access Card    | 2        |         |
| Air cond remote control | 2        |         |
| Fan remote control      | 1        |         |
| Letter Box Key          | 1        |         |

**Schedule A**

| Area                  | Items                   | Quantity |
|-----------------------|-------------------------|----------|
| LIVING ROOM & BEDROOM | L Shape Sofa            | 1        |
|                       | Coffee Table            | 1        |
|                       | TV Rack                 | 1        |
|                       | Dining Table 1 + 6      | 1        |
|                       | Ceiling Fan             | 1        |
|                       | Queen Bed with Mattress | 1        |
|                       | Built In Wardrobe       | 1        |
|                       | Air- Cond               | 2        |
| KITCHEN               | Fridge                  | 1        |
|                       | Hob & Hood              | 1        |
|                       | Gas Cylinder            | 1        |
|                       | Washing Machine         | 1        |
|                       | Kitchen Cabinet         | 1        |

\*\*Curtains are installed at all windows