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# Tenancy Agreement

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DATED THIS 21<sup>st</sup> OF Nov 2022

Between

INTAN LIANA BINTI SAMSUDIN (NRIC NO: 920313-14-6126)

("Landlord")

&

MUHAMMAD KHAIRI BIN SUHAIRI (NRIC NO: 920117-14-5433)

("Tenant")

**Demised Premises**

A-15-13, RESIDENSI RAZAKMAS 2,  
JALAN JUJUR, BANDAR TUN RAZAK,  
56000 KUALA LUMPUR

## TENANCY AGREEMENT

**THIS AGREEMENT** made on the day, the month and year stated in **Section "A" of the First Schedule** of the Agreement **BETWEEN** the party whose name and address as stated in **Section "B" of the First Schedule** (hereinafter referred to as "**the Landlord**") of the one part and the party whose name and address as stated in **Section "C" of the First Schedule** (hereinafter referred to as "**the Tenant**") which expression where the context so admits shall include the Tenant's successors and permitted assigns) of the other part.

**WHEREAS** the Landlord is the registered / beneficial owner of the property more particularly referred to and described in **Section "D" of the First Schedule** (hereinafter referred to as "**the Said Premises**").

### **1.0 NOW IT IS HEREBY AGREED** as follows:-

1.1 The Landlord has agreed to let and the Tenant has agreed to accept the Tenancy of the Said Premises referred to and described in **Section "D" of the First Schedule** (hereinafter referred to as "**the Said Premises**") together with the fixtures and fittings thereon, as described in the Inventory List attached hereto for the term stipulated in **Section "E" of the First Schedule** (herein referred to as "**the Said Terms**") and at the rent stipulated in **Section "F" of the First Schedule** payable monthly in advance (hereinafter referred to as "**the Said Rent**") and subject to the terms and conditions hereinafter contained.

### **2.0 THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:-

#### **2.1 Payment of Rent**

- a) To pay the Said Rent without any deduction whatsoever thereof monthly in advance, the first payment as stipulated in **Section "F" of the First Schedule** to be on or before the Tenancy commencement date as stipulated in **Section "G" of the First Schedule** and thereafter on or before the date as stipulated in **Section "H" of the First Schedule** .
- b) To pay the reserved rent on the 1st or before 5th of every month by direct credit to the Landlord's bank account.

#### **2.2 Deposits**

To pay the Landlord on the execution of this Tenancy Agreement the sum as stipulated in **Section "I" of the First Schedule** being Security Deposit which will be refunded to the Tenant free of interest less such sum or sums evidencing claims as may be due to the Landlord in respect of any charges incurred at the termination of the Tenancy upon the due performance and observance of the Tenancy Agreement by the Tenant.

- 2.3 To pay the Landlord on the execution of this Tenancy Agreement the sum as stipulated in **Section "L" of the First Schedule** as deposit for water, and electricity will be refunded at the termination of the Tenancy upon the Tenant's production of evidence that all charges for water, and electricity have been settled in full with the respective Authorities.

2.4 **Payment of Utilities**

To pay and discharge all charges payable for the supply of electricity (TNB), water (SYABAS) and the use and hire of telephone, internet, and Astro (if applicable) and conservancy in respect of the Said Premises. Tenant need to send proof of payment to landlord via Whatsapp very month after payment before 15<sup>th</sup>.

2.5 **Upkeep of the Interior**

- a) To keep the Said Premises together with all fixtures and fittings in good decoration order and condition throughout the Tenancy, fair wear and tear, damage by fire, storm and tempest, termites, acts of god, riot and civil commotion excepted. The Tenant is responsible for making good or replacing damaged or broken household fixtures caused by the occupants during the period of Tenancy.
- b) To keep the interior of the Said Premises, the flooring and interior plaster and fixtures in good tenable and clean condition (fair wear and tear excepted) and to replace or repair any part of the Said Premises or fixtures that are broken or damaged due to the negligent, careless or wilful act of the Tenant, his family members, invitees, agents or guests. The Tenant shall be wholly responsible and shall fully indemnify the Landlord against all claims and demands made upon the Landlord in respect thereof.
- c) The Tenant is to be responsible for all repairs and routine maintenance of fixtures and fittings in the Said Premises.

2.6 **Assignment or sub-letting**

Not at any time during the said term to assign / transfer or sublet or otherwise part with possession of the Said Premises.

2.7 **Nuisance or annoyance and Keeping of animals**

To use the Said Premises as a private residence only as stipulated in **Section "J" of the First Schedule** and not to do or permit to be done upon the Said Premises anything which may become a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupants of adjoining building and not to use the same for any illegal or immoral purposes. The Tenant also agrees to abide by the rules and regulations set out by the management office, a copy of which has been given to the Tenant.



In a building used for residential or dwelling purposes, a proprietor shall not keep any particular **animal** in his parcel or on the common property thereof that may cause annoyance or nuisance to the other proprietors or which may be dangerous to the safety and health if the other proprietors or which contravenes any written law or rules and regulations of the relevant state or the local authority

## **2.8 Alterations**

Not to make any alterations in or additions to the Said Premises without the written consent of the Landlord first obtained. In the event of the Landlord granting such written consent the Tenant shall be solely liable for all costs and expenses incurred for such alterations or additions and upon the termination of this Agreement, if so requested by the Landlord, the Tenant shall restore the Said Premises to its original state and condition at the expense of the Tenant. Subject to the Landlord's approval, the Tenant shall not affix by nail or otherwise any paintings on the walls of the Said Premises.

## **2.9 Accessibility of Said Premises**

- a) To permit the Landlord and / or agents with prior notice and appointment to enter upon and examine the condition of the Said Premises and thereupon the Landlord may serve upon the Tenant notice in writing or by e-mail specifying any repair necessary to be done and for which the Tenant is liable under the terms of this Tenancy Agreement and require the Tenant forthwith to execute the same and if the Tenant shall not within 14 days after the date of such notice proceed diligently with the execution of such repairs, then to permit the Landlord and / or his agents to enter upon the demised premises thereof shall be debt due from the Tenant to the Landlord and be forthwith recoverable by action.
- b) For the purpose of selling the Said Premises, the Tenant agrees to permit the Landlord and/or agents with prior notice and appointment to enter the Said Premises to show it to potential buyers. Should a sale be realized, the Tenant's rights hereunder are protected during the duration of this Tenancy Agreement, and further the Landlord hereby undertakes to reflect all the terms, conditions and covenants of the Landlord hereunder in the Sale and Purchase Agreement.

## **2.10 Infringement**

- a) Not to store any illegal or contraband goods in the Said Premises, nor goods which may cause damage or danger to the Said Premises.
- b) Not to do or permit to be done anything which will or may infringe or violate any laws or regulations pertaining to the Said Premises that may be imposed from time to time by the Management Corporation and to be personally responsible for any infringement or violation against such laws or regulations and to fully indemnify the Landlord in respect thereof.

**2.11 Service of air conditioning units (if applicable)**

To service the air conditioning units of the Said Premises within every 6 month and to pay all costs and charges incurred in the said servicing.

**2.12 Indemnity**

To be responsible for and to indemnify the Landlord against all damage occasioned to the Said Premises or neighbouring property if such damage be caused as a result of wilful act or negligence or default on the part of the Tenant or the Tenant's servants, agents, guests, employees or family members.

**2.13 End of Tenancy**

At the termination of the Tenancy to peacefully quit and deliver vacant possession of the Said Premises together with the fixtures and fittings as stipulated in the Inventory List attached hereto to the Landlord or his agent in a good state of repair and decoration and cleanliness.

For sixty (60) days before the expiration of the Tenancy the Landlord or his appointed agent shall be permitted to enter the Said Premises with prior notice and appointment to inspect the property.

At the end of the Tenancy the Tenant shall not use the Security and Utility deposits to offset the final month's rental. The deposits shall be refunded by the Landlord within 30 days to the Tenant upon proof of full settlement of outstanding utility bills (by the occupier) and upon due performance and observance of the Tenancy Agreement by the Tenant.

To keep the Said Premises, the fixtures and fittings listed in the Inventory Section 2 of the Schedule 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 repaint the entire premises prior at the end of the tenure prior to handing back the premises to the landlord if needed.

**3.0 THE LANDLORD COVENANTS WITH THE TENANT as follows :**

- i) To pay the maintenance fee, IWK (indah water), quit rent, tax assessments, and other outgoings which and or may be hereinafter charged or imposed upon the Said Premises and payable by the Landlord.



- 3.1 To maintain and keep the main structure walls, floors, roofs, drains, sewerage, pipes system and electrical wiring of the Said Premises in good tenantable repair and condition throughout the term hereby created except where repairs become necessary as a result of any wilful act or default of the Tenant then the Tenant shall carry out such repairs at his own cost and expenses.

#### **4.0 LIMITATIONS OF LANDLORD'S LIABILITIES**

It is hereby agreed between the Landlord and the Tenant that the Landlord will not be liable and the Tenant shall not have any claim against the Landlord in respect of:

- 4.1 Any loss and / or damage of whatsoever nature that may occur to the person(s) or property of the Tenant, his servants, guests or invitees in respect of the Tenancy of the Said Property.
- 4.2 Any delay or failure due to circumstances beyond the control of the Landlord in providing any of the services or apparatus to be made available or installed for the use or convenience of occupants of the Said Property.
- 4.3 Any inconvenience, disturbance or damage to the Tenant or any of his property arising from any interruption in the provision of any foregoing services or facilities or apparatus, whether by reason of necessary repairs, maintenance or otherwise.
- 4.4 The Tenant will be responsible for insuring the occupants living in the Said Premises and the Landlord shall not be held liable for any losses or claims occurring to the occupants of the Said Property that may arise from accidents or calamities.

#### **5.0 PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED as follows:-**

- 5.1 If the rent or any part thereof shall be in arrears for a period of fourteen (14) days after the same becomes payable, whether demanded by the Landlord or not or if any covenant or stipulation on the Tenant's part herein contained shall not be performed or observed or if the Tenant being a company shall enter into liquidation whether voluntary or compulsory (save and except for the purpose of amalgamation or reconstruction) or shall enter into any composition with its creditors or suffer any distress or attachment or execution to be levied against his goods and then and in every of such cases, the Landlord shall be entitled to take possession of the Said Premises (excluding the Tenant's personal possession and property) without notice and thereupon this Tenancy Agreement shall cease but without prejudice to the Landlord in respect of any antecedent breach of the Tenant's covenants and stipulations herein contained. In addition the Tenant agrees to be liable for and to pay the Landlord's legal expenses relating to the recovery of the Said Premises.

- 5.2 The Tenant also agrees that in the event that the rent or any part thereof shall be in arrears for period of two (2) consecutive calendar months after the same becomes payable, Landlord reserves the right to instruct all relevant service providers and/or build management at the said premises to cut off the supply of electric and/or water to the Said Premises.
- 5.3 The Landlord shall be entitled to impose interest on all overdue rental calculated daily at the rate of 1.5% per month, commencing on the first (1st) day after the expiry of the second (2<sup>nd</sup>) days after the due date until full and final realization thereof (before as well as after judgment, if any)
- 5.4 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire 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 months' 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. Not to assign, sub-let, charge or part with the possession of the Premises or any part thereof without the consent of the Landlord first had and obtained.
- 5.5 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 or sooner determination 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). The total sum of rental deposit should be forfeited in the event of Tenant terminated the contract before expiry of tenancy term.
- 5.6 In the event that the Said Premises or any part thereof shall be destroyed or rendered unfit for use and occupation by fire, tempest or other act of God except such caused by the act or default of the Tenant, the rent hereby reserved or a due proportion thereof shall cease until the complete restoration of the Said Premises.
- 5.7 If the Tenant shall be desirous of renewing the Tenancy of the Said Premises after the expiration of the term hereby created it shall have the option to do so provided it notifies the Landlord in writing of such desire at least two (2) months before the expiration of the term hereby created and if there shall not at the time of such existing breach or non-observance of any of the covenants on the part of the Tenant, the Landlord shall grant the Tenant a further Tenancy of the Said Premises for a period as stipulated in **Section "K" of the First Schedule** . The new rate of rental shall be the market rental payable at that



time and subject in all respects to the same stipulations as are herein contained save and except for this clause for renewal and to be mutually agreed upon between the Landlord and the Tenant.

- 5.8 In the event that the Tenant shall unlawfully terminate this Agreement before the expiry of the term hereby created, without prejudice to any other rights conferred under this Agreement, without prejudice to the Landlord's right to claim for the un-expired tenure of the Tenancy herein created, the Security Deposit and the Utility Deposit shall be forfeited by the Landlord as liquidated damages.
- 5.9 This Agreement shall be subject to such other express terms and conditions (if any) as may be mutually agreed between the Landlord and the Tenant and set out in the Second Schedule hereto and in the event of conflict between the provisions of the Second Schedule hereto and the foregoing provisions of this Agreement the provisions of the Second Schedule shall prevail.
- 5.10 Any notice required to be served there under shall be sufficiently served if left at or forwarded by registered post to the address of the parties as stated in "**the First Schedule**" or such other address as shall have been advised in writing by the parties thereof.
- 5.11 In these presents where the context so admits the expression "the Landlord" shall include its heir, executors, administrators and assignees and the expression "the Tenant" shall include its successors in title and assignees.
- 5.12 All costs of preparation stamping and registration of this Tenancy Agreement shall be borne by the Tenant.
- 5.13 This Agreement shall be subject to such other express terms and conditions (if any) as may be mutually agreed between the Landlord and the Tenant and set out in the Second Schedule hereto and in the event of conflict between the provisions of the Second Schedule hereto and the foregoing provisions of this Agreement the provisions of the Second Schedule shall prevail.



IN WITNESS WHEREOF the Landlord and the Tenant have set their hands the day, the month and year set out in Section "A" of the Schedule of the Agreement

SIGNED For and on behalf of the  
Tenant:

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.....  
Name: MUHAMMAD KHAIRI BIN SUHAIRI

IC No: 920117-14-5433

in the presence of :-

)

)

MUHAMMAD NASRUL AFIQ BIN HAMZAH  
(920228-08-5947)

SIGNED For and on the  
Landlord

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.....  
Name: INTAN LIANA BINTI SAMSUDIN

IC No: 920313-14-6126

In the presence of :-

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MUHAMMAD NASRUL AFIQ BIN HAMZAH  
(920228-08-5947)

# SCHEDULE 1

Section	Items	Particulars
A.	Date of Agreement	The 21 <sup>st</sup> day of Nov 2022
B.	Description of Landlord	Name : INTAN LIANA BINTI SAMSUDIN IC No : 920313-14-6126 H/P : 017-8731277
C.	Description of Tenant	Name : MUHAMMAD KHAIRI BIN SUHAIRI IC No : 920117-14-5433 H/P : 017-3657374
D.	Description of the Said Premises	A-15-13, RESIDENSI RAZAKMAS 2, JALAN JUJUR, BANDAR TUN RAZAK, 56000 KUALA LUMPUR
E.	Term of Tenancy	TWO YEARS
F.	Monthly Rental	RM 1350 (Ringgit Malaysia ONE THOUSAND THREE HUNDRED and FIFTY Only)
G.	Commencement Date Expiry Date	1 <sup>st</sup> DEC 2022 TILL 30 <sup>th</sup> NOV 2024 *Handover keys on *
H.	Date of payment of rental	Payable to the Landlord monthly in advance on the 1st or before 5th of each and every succeeding month to the Landlord's bank account  INTAN LIANA BINTI SAMSUDIN 164052406610 Maybank
I.	Security Deposit (2Months)	RM 2700 (Ringgit Malaysia TWO THOUSAND SEVEN HUNDRED Only)
J.	Use of the Premises	Private Residence Only
K.	Option To Renew	ONE (1) Year
L.	Deposit for Utilities	RM 500.00 (FIVE HUDNRED ONLY)
M.	Special attention	Owner is agreed to handover keys early on 22 <sup>nd</sup> Nov2022  Tenant pay in advance RM 1350 as booking and RM1200 to owner before handover the keys TOTAL (RM2550)  Balance need to pay after move in:- *Owner RM2000 *Agent RM300 (tenancy agreement)



### MAINTENANCE CHECK LIST (BEFORE/AFTER)

This is to confirm that the landlord / landlord's representation / agent and the tenant / tenant's representative / agent has inspected all the facilities provided for in the unit and accepted them in good working condition and capacity / capacities. Both parties hereby agreed that each party shall be responsible respectively for extent of repair works as follows:

LANDLORD	TENANT

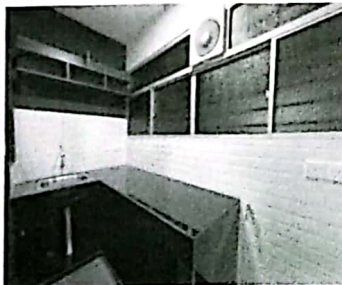
In the event, the tenant terminates this tenancy agreement he or she shall responsible for the following items:-

1. To thoroughly clean the whole apartments/condominium while moving out.
2. To ensure plumbing system are in good working conditions.
3. To pay all due date charges in respect of water (SYABAS), electricity (TNB), and all other utilities supplied to the house.
4. To keep the Said Premises, the fixtures and fittings listed in the Inventory Section 2 of the Schedule hereto (if any) together with any additions thereto in a good and tenantable repair condition (normal wear and tear accepted) and to replace or repair any of the aforesaid items.
5. To repaint the entire premises prior at the end of the tenure prior to handing back the premises to the landlord.

**SCHEDULE 2**  
**(Which is part of this Agreement)**  
**Inventory List**

<b>No.</b>	<b>Item</b>	<b>Qty</b>
1	Surface light and remote control ceiling fan for master bedroom	1
2	Surface light and remote control ceiling fan for bedroom 2	1
3	Surface light for bedroom 3	1
4	Feature lighting, down lights, recessed lights, 2 remote control ceiling fans and plaster ceiling for living & dining area	1
5	Curtain rail for living area	1
6	Concrete table top, kitchen cabinets (steel & melamine) and fixtures for wet and dry kitchen area	1
7	Toilet fixtures and bathroom grab bar	2
8	Surface light & exhaust fan for wet kitchen area	1
9	Other general unit element such as (1 full height louvers door, fine door, bedrooms door, sliding door, windows, grills and others surface light fixture)	1

Picture of the Unit





FOR RENTAL ONLY



FOR RENTAL ONLY

Handed over to the Tenant in good order .....

Total Keys : 1 set  
Total Access card : 2 access card

Signed By Tenant

.....  
Date:

Signed By Landlord

.....  
Date: