# TENANCY AGREEMENT

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

## WHEREAS :-

1. The Landlord is the registered/ beneficial proprietor more particularly referred to and as described in **Section 4 of the First Schedule** hereto which said property is (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 subject to the terms and conditions hereinafter contained.

## 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 utilize 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).

1. 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 utilize 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.
2. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows :-
   1. To pay the reserved rent on the days and in the manner aforesaid;
   2. To pay all charges due and incurred in respect of electricity and water, gas consumed on the Said Premises as well as sewerage disposal;
   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;
   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;

* 1. To permit the Landlord and his duly authorized 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;

* 1. 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;
  2. 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;
  3. not to do or permit or suffer to be done on the Said Premises anything which may or become a nuisance or cause annoyance, damage to, or in any way interfere with the quiet occupation and comfort of the Landlord or any other tenant or occupant of the adjoining property, buildings or any other adjoining occupiers or the neighborhood;
  4. not to do or permit or suffer to be done anything which may render the policy or policies of insurance against damage by fire on the Said Premises as void or voidable or render the premium to be increased, and to make good all damage suffered by the Landlord and to repay to the Landlord on demand all sums paid by her by way of increased premium and all expenses incurred by the Landlord for the renewal of such policy or policies as rendered necessary as a result of a breach or non-observance of this covenant by the Tenant, without prejudice to the other rights of the Landlord;
  5. not to use the Said Premises for any unlawful or immoral purposes or any trade of a noxious or offensive nature AND the Tenant shall observe all restrictions as to the use and/or otherwise of the Said Premises imposed by the Landlord and/or the relevant authorities, and shall indemnify and keep the Landlord indemnified to the fullest extent against any breach thereof;
  6. Not to store or bring upon the Said Premises arms, ammunition 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;
  7. 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;
  8. to keep the Landlord indemnified against all actions, proceedings, expenses, damages, penalties, costs, claims and demands which may be brought or made against or incurred by the Landlord by reason or on account of any breach and or non-observance by the Tenant of all or any of the stipulations, terms and conditions herein contained or for non-compliance by the Tenant with statutory and other provisions, regulations and requirements of any kind whatsoever affecting the Said Premises and to notify the Landlord in writing immediately upon receipt of any notice which may affect the Said Premises or the Landlord;
  9. The Tenant shall, at its entire own cost and expense, apply for, obtain and keep in force, at all times, all approvals, consents, authorizations, licenses and permits required by law for the carrying on of the Tenant’s business on the Said Premises and to observe all laws and regulations applicable to the Tenant and the Said Premises PROVIDED ALWAYS that the failure on the part of the Tenant to obtain or adhere the same shall not frustrate or affect the obligation of the Tenant herein, and the Landlord shall not be held liable in the event of the failure by the Tenant to observe the said regulations and laws.
  10. 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.

1. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows :-
   1. To pay the Quit Rent, assessment, and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Tenant, save and except Government Service Tax (if any) or Goods and Service Tax (if any) and such as are herein agreed to be paid by the Tenant;
   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;
   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;
   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;
   5. at the termination of this tenancy to return to the Tenant the said deposits without interest mentioned hereinbefore in Clause 2 less any deductions of such sum or sums as may then be due to the Landlord under this Agreement; and
   6. upon termination or expiry of this tenancy, to permit the Tenant to remove and take away from the Said Premises all the Tenant’s fixtures, fittings and structures at the Tenant’s sole cost and expense provided that the Tenant shall make good all damage caused to the Said Premises during the course or in consequence of such removal.

## PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED BY THE PARTIES HEERTO as follows :-

* 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 authorized 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;
  2. If the Said Premises or any part thereof shall be destroyed by fire (except where such fire has been caused by the fault or negligence of the Tenant) so as to be unfit for use, then the rent hereby covenanted to be paid or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Said Premises shall again be rendered fit for habitation and use and if the Said Premises or any part thereof is not rendered fit for occupation or use within two (2) months from the date of the event either party hereto may determine the Tenancy by giving to the other one (1) month’s written notice but

without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach;

* 1. 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;
  2. There shall be no termination of the tenancy during the first twelve months by either party. In case of breach, a sum equivalent to the remaining period of the twelve (12) months tenancy period shall be compensated by whichever party who committed the breach to the grieved party. And the deposits specified in **Section 7 of the Schedule** hereto shall also be forfeited. After the period of twelve (12) months, the Tenant shall be entitled to terminate this tenancy agreement by giving the Landlord not less than three (3) months’ notice;
  3. Any additional deposit required by Tenaga Nasional Berhad or the Jabatan Bekalan Air or Indah Water Konsortium 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;
  4. In the event that the Landlord shall desire to sell the said Said Premises, the existing Tenant shall be given the first option to purchase (either verbally or in writing) and thereafter should the Tenant refuse to purchase for whatsoever reasons, then the offer shall be given to any other parties that may meet the price offered, and thereafter it is up to the intended Purchaser(s) to maintain the existing tenancy, that is, whether the said intended Purchaser(s) and the Tenant shall continue to observe the terms and conditions of this Agreement until the expiry of the same ;
  5. the Tenant shall not in any circumstances set-off the deposit paid under Clause 2 herein towards rental or arrears of rental due to the Landlord;
  6. All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant;
  7. 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 of :-
     1. any interruption in any of the service herein before mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, water, act of God or cause beyond the Landlord’s control or by reason of mechanical or other defect or breakdown or other inclement conditions or unavoidable shortage of electricity or water service or layout disputes;
     2. any damage or loss of the goods and chattels of the Tenant as a result of theft, robbery or other willful and destructive act committed by outsiders beyond the control of the Landlord.
  8. 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;
  9. This tenancy shall be binding upon the successors-in-title, assigns, the personal representative, heirs and assigns of the parties hereto respectively;
  10. The First Schedule shall be taken read and construed as an essential part of this Agreement;
  11. Time wherever mentioned shall be of the essence of this Agreement;
  12. In this Agreement where the context so permits :-
      1. the expression “the Landlord” and “the Tenant” include the respective successors, personal representatives and assigns of the Landlord and the Tenant and where two or more persons are included in either expression, this Agreement shall bind such person jointly and / or severally;
      2. words importing the masculine gender only shall include the feminine and neuter genders;
      3. words importing the singular number only shall include the plural number and vice versa;
      4. words applicable to natural persons shall include any company or corporation; and
  13. acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right of action against the Tenant in respect of any breach of any of its obligations hereunder.

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*[the rest of this page is intentionally left blank]*

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**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 Landlord ) {name\_landlord}

……………………………………………

In the presence of: )

) {created\_at}

…………………………………………… (NRIC NO: {my\_kad\_landlord})

**SIGNED** by )

the Tenant ) {nama\_rentee}

……………………………………………

{company\_name}

{company\_number} ({company\_registration\_number})

In the presence of: )

) {created\_at}

…………………………………………… (NRIC NO: {my\_kad\_rentee})

# THE FIRST SCHEDULE

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

|  |  |  |
| --- | --- | --- |
| **Section** | **Description** | **Particulars** |
| 1. | The date of this Agreement | {created\_at} |
| 2. | Name and Description of the Landlord | **{name\_landlord}**  Of {address\_1\_landlord}, {address\_2\_landlord}, {postcode\_landlord}, {city\_landlord} |
| 3. | Name and Description of the Tenant | **{nama\_rentee}**  Of {company\_address\_1}, {company\_address\_2}, {company\_address\_3} |
| 4. | Particulars and Description of the Said Premises | {detail\_address}, {detail\_address\_2}, {detail\_postcode}, {detail\_city} |
| 5(a).  5(b).  5(c). | Term Commencing Terminating | {detail\_contract} Month  {commencing\_date}  {terminating\_date} |
| 6(a).  6(b). | Monthly Rental Due on | Malaysian Ringgit {detail\_rates2} Only (RM {detail\_rates})  Due and payable on the {due\_on} day of each month |
| 7. | Security Deposits (2 months rental) | Malaysian Ringgit {deposit\_value} Only (RM {deposit}) |
| 8. | Utility Deposits | Malaysian Ringgit {deposit3\_value} Only (RM {deposit3}) |
| 9. | Option to Renew |  |
| 10. | Use of the Said Premises | {said\_premises} |
| 11. | Other Terms | {terms#1} |

|  |  |  |
| --- | --- | --- |
| 12. | Landlord’s Bank Details | Name: {bank\_name}  Bank Acc No: {bank\_account\_no} |

*\*\*\*\*\* End of Page \*\*\*\*\**

Dated this day of 2020

BETWEEN

(Landlord)

AND

(Tenant)

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

**TENANCY AGREEMENT**

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**FOR THE PREMISES KNOWN AS**

**A UNIT OF**