

Dated this day of **01st November** , 2017

TENANCY AGREEMENT

BETWEEN

NADARAJA A/L V.S. MOORTHY
(the Landlord)

AND

ANAND SIDDANAGOUDA NAGOUDA
(the Tenant)

UNIT NO. 33-27-02, VILLA SCOTT CONDOMINIUM
JALAN SCOTT, BRICKFIELDS, 50470 KUALA LUMPUR.



AGREEMENT



THIS AGREEMENT is made 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** (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 legal and beneficial owner of the condominium unit described in **Section 4** of the **First Schedule** hereto (hereinafter referred to as the said Demised Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Demised Premises (* and a car parking bay) together with fixtures and fittings as described in the inventory list hereto and upon the terms and conditions hereinafter contained.



NOW THIS AGREEMENT WITNESSETH as follows:-

1. The Landlord hereby lets and the Tenant hereby takes a tenancy of the Demised Premises together with the use and enjoyment of the common facilities used in conjunction with the Demised premises **TO BE HELD** by the Tenant for the period as specified in **Section 5** of the **First Schedule** hereto from the date of commencement to the date of expiration as specified in **Section 6** of the **First Schedule** hereto at the monthly rental as specified in **Section 7** of the **First Schedule** hereto such amount payable monthly by the date of each and subsequent calendar month as specified in **Section 8** of the **First Schedule** hereto and subject to the terms and conditions hereinafter contained.
2. The Tenant shall upon execution of this Agreement pay the Landlord the deposit stipulated in **Section 9** of the **First 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 sum shall be maintained at this figure during the term of this tenancy and shall not without the previous written consent of the Landlord be deemed to be or treated as payment of rent and the same shall be returned to the Tenant free of interest upon expiry or sooner determination of the tenancy and term hereby created less any sum as may then be due to the Landlord for damage caused to the Demised Premises by the Tenant (damage due to normal wear and tear excepted).

3. The Tenant shall also upon the execution of this Agreement pay the Landlord the sum as specified in **Section 10** of the **First Schedule** hereto as deposit towards water, sewerage, electricity and gas charges. The said sum less any sums as may then be payable by the Tenant (if any) towards such utilities shall be refunded free of interest to the Tenant on the expiry or sooner determination of the term hereby created.

4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORDS** as follows:-

- (a) To pay the reserved rent on the days and in the manner aforesaid.
- (b) To pay all charges in respect of water, electricity, telephone and gas consumed on the Demised Premises, Indah Water charges and other illuminant supplied to the said Demised Premises according to the meters thereon.
- (c) During the term of this tenancy, to keep the said Demised Premises, the furniture, fixtures and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenantable repair and condition (normal wear and tear excepted).
- (d) To use the Demised Premises as a place of **PRIVATE RESIDENCE** only and to observe all the house rules and regulations made by the Management of the condominium complex.
- (e) Not to carry on or permit or suffer the use of the said Demised Premises for any other purpose and in particular not to use the said Demised Premises for any unlawful or immoral purposes.
- (f) Not to suffer or permit anything to be in or upon the said Demised Premise or any part thereof which may or is likely to be a nuisance, annoyance or danger to the owners and/ or occupiers of adjacent and/ or nearby condominium units and premises and to indemnify the Landlord in respect of any claims arising therefrom.
- (g) At all times, to keep and maintain the interior thereof including all doors, windows, glass, shutters, locks and fastenings and other furniture fixtures fittings and additions thereto in good and tenantable repair and decorative condition during the tenancy.
- (h) Not to make or permit any alteration in the construction or structure of the Demised Premises nor to cut, alter or damage any of the walls, timbers or floors of the Demised Premises without the previous written consent of the Landlord.
- (i) Forthwith to give the Landlord notices in writing of any structural defects in the Demised Premises.
- (j) Save in so far as the Landlord is made liable therefore by statute not to hold the Landlord liable for any accident damage or injury caused to the Tenant his

servants, agents, licensees and invitees on the said Demised Premises which may happen as a result of the negligence improper management breakage or want of repair of any part of the said Demised Premises or any fittings, fixtures, furniture and/ or equipment therein and to indemnify the Landlord for the damages arising therefrom.

- (k) To permit the Landlord and his duly authorized representatives upon giving seven (7) days' previous notice in writing at all reasonable times to enter upon and examine the condition of the said Demised Premises, whereupon the Landlord shall be entitled to serve upon 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 Demised 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.
- (l) To replace at the expiration or sooner determination of the tenancy such of the Landlord's furniture, fixtures and fittings and other property within the said Demised Premises, as may have become damaged or lost by direct substitution.
- (m) Not at any time during the tenancy without the consent in writing of the Landlord to assign, sub-let or otherwise part with the possession of the said Demised Premises or any part thereof or permit of suffer any other person or persons to hold or occupy the same or any part thereof.
- (n) Not to do or permit to be done on the said Demised Premises anything which may or will infringe any of the laws, bye-laws or regulations made by the Government or any competent authority affecting the said Demised Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rate or rates of premium payable thereon may be increased and to repay the Landlord all sums paid by way of an increased premium.
- (o) At the expiration or sooner determination of the tenancy hereby created to peaceably and quietly yield up the said Demised Premises to the Landlord with all furniture, fixtures and fittings (except the Tenant's fixtures and fittings) therein in tenantable repair in accordance with the Tenant's covenants herein before contained.
- (p) During four (4) clear weeks 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 Demised Premises for the purpose of letting the same
- (q) 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 to the Tenant upon proof of full settlement of outstanding utility bills

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and upon due performance and observance of the Tenancy Agreement by the Tenant.

- (r) The Tenant shall regularly maintain and pay all charges for servicing all the air-conditioners on the Demised Premises during the continuance of the Tenancy. The maintenance of the air-conditioners is contingent on the units being provided in a serviced condition at the beginning of the Tenancy.
- (s) The tenant hereby agrees to accept the Demised Premises in its present state of cleanliness. The Tenant agrees to return the Demised Premises in the same condition, or pay a cleaning fee of RM200.00 if the Landlord has the Demised Premises professionally cleaned.

5. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:-

- (a) To pay the Quit Rent, assessment, service charges and other outgoings relating to the said Demised Premises other than those herein agreed to be paid by the Tenant.
- (b) To insure and keep insured the Demised Premises during the term hereby created against loss and damage by fire.
- (c) To maintain the structure, walls, roofs, floors, drains, plumbing, sewerage system, sanitary fittings and electrical wiring of the Demised Premises in good repair and condition for the duration of this Tenancy.
- (d) The Landlord shall within thirty (30) days from the date of commencement of Tenancy, repair any of the electrical appliances and fittings if they break down or are not in working order save and except if the same has been caused due to any act, default or negligence of the Tenant or the servants, agents, licensees or invitees of the Tenant. Provided that the Tenant shall undertake and be responsible for all minor repair and maintenance works and shall bear and pay the costs thereof. Any repair and maintenance works shall be deemed to be minor if the cost of such repair or maintenance does not exceed RM100.00.
- (e) 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 Demised Premises without any interruption from the Landlord or any persons rightfully claiming through under or in trust for him.
- (f) To refund the Security Deposit of **Ringgit Malaysia One Thousand Four Hundred Only (RM1,400.00)** free of interest on the expiration of the said term hereby created or any renewal thereof and upon return of the Demised Premises key by the Tenant to the Landlord subject to any proper deduction for damage to the said

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

- (a) If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for (7) days after becoming payable or if any of the Tenant's covenants shall not be performed or observed or if the Tenant shall suffer execution on the Demised 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 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 Demised 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.
- (b) If the Demised Premises or by part thereof shall at any time be destroyed or damaged by or damaged from any cause (other than the act or default of the Tenant or any servant of the Tenant or any person who is in the Demised Premises with his permission whether express or implied) so as to render the Demised Premises unfit for occupation and the policy or policies of insurance affected by the landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the demised premises shall again be rendered fit for habitation and use. If the Demised Premises shall not be rebuilt or reinstated by the Landlord within two (2) months after the event either the Landlord or the tenant may at any time thereafter give to the other of them notice in writing to determine this tenancy and thereupon the same and everything herein contained shall cease and be void as from the date of the occurrence of such damage or destruction but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant or of the landlord in respect of the rent hereby reserved until such date.
- (c) 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 thereof:-
 - (i) Any interruption in any of the Common facilities used and enjoyed in conjunction with the Demised Premises occasioned 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 control of the Landlord or by reason of mechanical or other defect or break down or other inclement conditions or unavoidable shortage of electricity or water telephone service or labour disputes.
 - (ii) Any damage injury or loss arising out of the leakage of the piping, wiring and other systems in the condominium complex.

- (iii) Any damage or loss of the goods and chattels of the Tenant as a result of theft, robbery or any other willful and destructive act committed by outsiders beyond the control of the Landlord.
- (d) In the event the Tenant shall be desirous of taking a tenancy of the Demised 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 11 of the Schedule hereto upon the same terms and conditions (save and except for this clause) and at a rental to be agreed upon.
- (e) In the event the Landlord shall be desirous of selling the said Demised Premises prior to the expiration or 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 and the Tenant hereby agrees to allow prospective purchasers at all reasonable times to enter upon and examine the Demised Premises upon reasonable notice given by the Landlord.
- (f) All costs and incidental to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and it is further agreed that all costs and disbursements incurred by the Landlord (including the Landlord's Solicitors' fees on a Solicitor and Client's basis) in enforcing his rights hereunder in the event of any breach by the Tenant hereof shall be borne by the Tenant.
- (g) 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 in the ordinary course of post would have been delivered.
- (h) No relaxation or forbearance delay or indulgence by the Landlord in enforcing any of the terms and conditions of this Agreement nor the granting of any time by the Landlord shall prejudice affect and/or restrict the rights and powers of the Landlord hereunder.
- (i) The Schedule and inventory hereto shall be taken read and construed as an essential part of this Agreement.
- (j) This Tenancy shall in addition on the terms and conditions herein be subjected to the **Special Express Condition**, if any, stated in the **Second Schedule** hereto and in the event of any conflict discrepancies or variance the Special Express Condition stated in the Second Schedule shall prevail.

7. In this Agreement:-

- (i) The terms "Landlord" and the "Tenant" shall include their heirs personal representatives and successors-in title;

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year specified in Section1 of the Schedule hereto.

SIGNED by the Landlord
in the presence of:-

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) **NADARAJA A/L V.S. MOORTHY**
) I/C No : 650224106539

Signed by the Tenant
in the presence of:-

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) **ANAND SIDDANAGOUDA NAGOUDA**
) Passport No. H1396163

FIRST SCHEDULE

(The Schedule and Inventory (if any) attached hereto are to be taken, read and construed as an essential part of this Agreement)

	SECTION	PARTICULARS
1.	Date of Agreement	1st November 2017
2.	Description of Landlord	NADARAJA A/L V.S. MOORTHY NRIC No. A0087881 33-17-8, Villa Scott Condominium Jalan Scott, Brickfields 50470 Kuala Lumpur
3.	Description of Tenant	ANAND SIDDANAGOUDA Passport No. H1396163
4.	Description of Demised Premises	Furnished Condominium unit known as : 33-27-02, Villa Scott Condominium Jalan Scott, Brickfields, 50470 Kuala Lumpur
5.	Term of Tenancy	One (1) Year
6.	Commencement Date Expiry Date	01 st Nov 2017 31st Oct 2018
7.	Reserved Rent per month	Ringgit Malaysia One Thousand Four Hundred RM1,400.00) only.
8.	Date Payable	On or before the 01st day of each and every subsequent month. To remit payment to Landlord's Bank A/C: Name: Nadaraja VS Moorthy Bank: CIMB A/C No.: 8000832420
9.	Security Deposit (1 month rental)	Ringgit Malaysia One Thousand Four Hundred (RM1,400.00) only.
10.	Deposit for Water and Electricity	NIL.
11.	Extension term	One (1) year (subject to a new rental rate to be mutually agreed upon).