

DATED THIS 30th DAY OCTOBER OF 2021

BETWEEN

**RAJDEV SINGH A/L HARJENDAR SINGH
(NRIC NO: 690830-07-5505)
(LANDLORD)**

AND

**MYFRIEND SUPERIOR AGENCY
(BRN NO: 003339296-V)
(TENANT)**

TENANCY AGREEMENT

FOR

**F36 TESCCO RAWANG,
JALAN RAWANG BATU 16 ,
48000 RAWANG SELANGOR**

FROM

1st NOVEMBER 2021 TO 31th OCTOBER 2022

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

Parties

WHEREAS :-

1. The Landlord is the registered/beneficial proprietor of the property more particularly referred to and described in **Section 4 of the Schedule** (hereinafter referred to as the Said Premises).

Description of Said Premises

2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises together with furniture, electrical appliances and fixtures and fittings as described in the Inventory hereto in **Appendix I** subject to the terms and conditions hereinafter contained.

Inventory of Furnishings

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.

Agreement To Rent

Term of Tenancy

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.

Monthly Rental and date payable

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 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 (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).

Rental Deposit

4. 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 utilise the said deposit to off-set any utility bills 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.

Utility Deposit

5.	THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:	Tenant Covenants
5.1	To pay the reserved rent on the days and in the manner aforesaid.	To Pay Reserved Rent
5.2	To pay all charges due and incurred in respect of Astro subscription fee, broadband charges, electricity, water, sewerage charges (Indah Water Konsortium), gas and all other utilities supplied to the Said Premises.	Payment of Utilities
5.3	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.	To keep in good condition
5.4	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.	Not to make alterations and to maintain premises in present state
5.5	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.	To permit entry for inspection and repair purposes
5.6	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.	Used for stated purpose only
5.7	Not to do or permit to be done on the Said Premises anything which may or will infringe any of the laws, by-laws or regulation made by the Government or any competent authority affecting the Said Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rates of premium payable thereon may be increased to repay the Landlord all sums paid by way of increased premium.	Not to do acts which will affect the Landlord
5.8	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.	To deliver Said Premises and to make good damage

5.9	Not to store or bring upon the Said Premises arms ammunitions 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.	Not to store unlawful goods
5.10	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.	Permission to view
5.11	In respect of the maintenance of the air-conditioners (if any), the Landlord shall bear the costs of major repair and the Tenant shall maintain and service air-conditioners every six(6) months during the said tenancy period at the Tenant's own cost.	Service of air-conditioners
5.12	At the expiration or sooner determination of this tenancy to peaceably surrender and yield up to the Landlord the Said Premises in good and substantial repair and condition in accordance with the foregoing covenants. If upon Landlord's inspection, the cleanliness is not of satisfaction the Landlord reserve the right to engage cleaning services to clean the premises and charge of such service would be borne by the Tenant.	Cleanliness of the Said Premises
5.13	To repair any minor faults connected with the plumbing and electrical fitting, for example replacement of light bulbs, blocked drainage or sewerage pipes, door bells, electric gates etc which may occur from time to time during of the tenancy	To repair minor faults
6.	THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:-	Landlord's Covenants
6.1	To pay the Quit Rent, assessment, service charges and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Tenant.	To pay quit rent, assessment and service charges
6.2	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.	To keep insured and reinstate Said Premises
6.3	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.	To maintain structure of Said Premises in tenantable repair condition
6.4	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.	To allow tenant enjoy Said Premises without Landlord's interruption
7.	PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES as follows:-	
7.1	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	Power of re-entry

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 authorised 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.

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| 7.2 | <p>In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire (except where such fire has been caused by the fault or negligence of the Tenant) 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 month's 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.</p> | <p>Destruction or damages to Said Premises</p> <p>Suspension of Reserved Rent</p> <p>Termination in the event of non-reinstatement</p> |
| 7.3 | <p>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 may grant the Tenant a further term of tenancy as is specified in Section 9 of the Schedule hereto upon the same terms and conditions</p> | <p>Option to renew</p> |
| 7.4 | <p>There shall be no termination of the tenancy during the first three (3) years by either party. In case of breach, the deposits specified in Section 7 of the Schedule hereto shall be compensated by whichever party who committed the breach to the aggrieved party. The Tenant must terminate the tenancy agreement by serving minimum of two (2) months termination notice in writing to the Landlord after the first thirty four (34) months.</p> | <p>Termination clause & Notice Period</p> |
| 7.5 | <p>Any additional deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Bhd or Indah Water Konsortium (Sewerage charges) 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.</p> | <p>Additional Deposit paid by Tenant</p> |
| 7.6 | <p>In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of 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.</p> | <p>Sales of Said Premises subject to tenancy</p> |
| 7.7 | <p>All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees.</p> | <p>Cost of preparing agreement</p> |

7.8 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 registered post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered.

Service of notice

8. IN THIS AGREEMENT : -

8.1 The terms “Landlord” and “Tenant” shall include their heirs, personal representatives and successors in title.

Interpretation

8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.

8.3 Words importing the singular number only shall include the plural and vice versa.

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 SAID LANDLORD

**RAJDEV SINGH A/L HARJENDAR SINGH
(NRIC NO: 690830-07-5505)**

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In the presence of:

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SIGNED BY THE SAID TENANT

**MYFRIEND SUPERIOR AGENCY
(BRN NO: 003339296-V)**

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In the presence of

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THE SCHEDULE

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

SEC T NO	ITEMS	PARTICULARS
1	Date of Agreement	This 31th day of AUGUST 2021
2	Description of Landlord	RAJDEV SINGH A/L HARJENDAR SINGH (NRIC NO: 690830-07-5505) 2-1-6 Pantai Panorama Condo, Jalan 112H off Kampung Kerinchi, 59200 KL 012-3088302 (Raj)
2a	Bank & Account No.	MAYBANK : 114124075318
3	Description of Tenant	MYFRIEND SUPERIOR AGENCY (BRN NO: 003339296-V)
4	Description of Said Premises	F36 TESCCO RAWANG, JALAN RAWANG BATU 16 , 48000 RAWANG SELANGOR
5a	Term	One (1) year
5b	Commencing	1 NOVEMBER 2021
5c	Terminating	31 OCTOBER 2022
6a	Monthly Rental	Ringgit Malaysia One Thousand Sixt Hundred Only (RM 1600.00)
6b	Due On	Due and payable on the 7th of each month.
7	Security Deposits (2 months rental)	Ringgit Malaysia Three Thousand Two Hundred Only (RM 3200.00)
8	Utility Deposits	Ringgit Malaysia Eight Hundred Only (RM 800.00)
9	Option To Renew	One (1) years at the prevailing market rental rate.
10	Use of the Said Premises	Residential purpose only.