

landlord

DATED THIS DAY OF 01 JAN 2019, 2018

ADLI HADI BIN ABDUL HADI
(NRIC No. 771126-14-5885)
(the Landlord)

AND

AISHAH HADI
(NRIC No. 990513-14-6108)
(the Tenant)

TENANCY AGREEMENT



TENANCY AGREEMENT

AN AGREEMENT made on the
Between

day of 01 JAN 2019

, 20

the Party as specified in **Section 1 of the First Schedule hereto** (hereinafter called "the Landlord") of the one part

And

the Party specified in **Section 2 of the First Schedule hereto** (hereinafter called "the Tenant") of the other part.

WHEREAS the Landlord is the beneficial owner of all that parcel of the Premises as specified in **Section 3 of the First Schedule hereto** (hereinafter referred to as "the Demised Premises").

AND WHEREAS the Landlord has agreed to let to the Tenant and the Tenant has agreed to take the Demised Premises upon the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:-

1. AGREEMENT TO LET

The Landlord agrees to let and the Tenant agrees to take the Demised Premises for the period as specified in **Section 4 of the First Schedule hereto** (hereinafter referred to as "the Term") commencing on the date as specified in **Section 5(a) of the First Schedule hereto** (hereinafter referred to as "the Commencement Date") and expiring on the date as specified in **Section 5(b) of the First Schedule hereto** (hereinafter referred to as "the Expiry Date").

2. RENTAL

The Tenant shall pay to the Landlord the agreed rental for the Demised Premises as specified in **Section 5 of the First Schedule hereto** (hereinafter referred to as "the Monthly Rental") the first rental payable in advance on the date of commencement of this tenancy and thereafter within **SEVEN (7)** days from the first day of each and every succeeding calendar month subject to the terms and condition hereinafter appearing.

3. DEPOSIT

The Tenant shall upon execution of this agreement pay to the Landlord a Deposit as specified in **Section 6 of the First Schedule hereto** (hereinafter referred to as "the Rental Deposit") by way of deposit as security for the due observance and performance by the Tenant of the terms and conditions of this agreement.

4. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:-

- (a) that the Tenant shall pay the rent reserved and Deposit at the times and in the manner aforesaid.
- (b) that the Tenant shall at all times bear and pay and discharge all deposits and charges payable for the supply of water, electricity and sewerage facility to the Demised Premises and for all other charges which are properly chargeable upon the Demised Premises.
- (c) that the Tenant shall not make any renovation structural or material alterations in or additions to the Demised Premises without the prior written consent of the Landlord and where necessary approval of the local authorities. All renovation alterations or additions made to the Demised Premises or any part thereof shall be borne and paid by the Tenant **PROVIDED ALWAYS** that all partitioning works are carried out using proper materials in compliance with fire regulation requirements.
- (d) that the Tenant shall permit the Landlord or the Landlord's agents with or without workmen and others at all reasonable times to enter and view the condition of the Demised Premises and to execute any repairs and works as the Landlord may think fit and the Tenant shall forthwith repair and mend in a proper and workmanlike manner any defects for which the Tenant is liable and of which written notice shall be given to the Tenant or left at the Demised Premises.
- (e) that the Tenant shall not use the Demised Premises for any purposes other than those specified in **Section 8 of the First Schedule hereto** (hereinafter referred to as "Permitted Use") without the written consent of the Landlord.
- (f) that the Tenant shall not assign, underlet nor part with the actual or legal possession or the use of the Demised Premises or any part thereof for any term whatsoever without the previous consent in writing of the Landlord being first had and obtained **PROVIDED ALWAYS** that in the event of the Tenant assigning underletting or parting with the actual or legal possession or use of the Demised Premises or any part thereof in contravention of the provisions of this clause then the Landlord may, without prejudice to its rights under this Tenancy collect from any assignee under Tenant or other person in possession of the Demised Premises or any part thereof all rent and other moneys payable in respect of the Demised Premises or any part thereof by such person(s) or corporation(s) to the Tenant **AND PROVIDED FURTHER** that such collection of rent and other moneys as aforesaid shall not be deemed to be an acceptance by the Landlord of any such person(s) or corporation (s) as assignee under Tenant or occupier of the Demised Premises or any part thereof.

- (g) that on the determination of this tenancy the Tenant shall yield up the Demised Premises and all fixtures, fastenings matters and things thereto in anywise belonging or appertaining in such good and substantial repair or shall be in accordance with the covenants of the Tenant hereinbefore contained and with all locks and keys complete.
- (h) that the Tenant shall ensure that all rubbish, unwanted material and debris be removed from the Demised Premises prior to returning vacant possession to the Landlord, failing which the Landlord shall be at liberty to carry out such removal and the costs and expenses thereof shall be borne by the Tenant.
- (i) that every damage done towards the fitting and fixture of the Demised Premise particularly a hole made by the Tenant shall be covered and/or restored to its original condition at the Tenant's own cost and expense and if the tenant failed to comply then the Landlord shall be entitled to take one month of the security deposit as damages.
- (j) that the Tenant shall not hand over keys to others if they want to move out from the Demised Premises.

5. LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:-

- (a) that the Tenant paying the rents hereby reserved and observing and performing the agreement and stipulations on his part herein contained shall be permitted to quietly enjoy the Demised Premises during this tenancy without any interruption from the Landlord or any person claiming under or in trust for the Landlord.
- (b) that the Landlord shall keep the roof and main structure including walls, floors and main drains and pipes in good and tenable repair and condition including the repairing and redecorating of any part thereof at such times and in such manner as the Landlord in the Landlord's absolute discretion shall consider to be necessary.

6. MUTUAL COVENANTS

Provided always and it is hereby agreed between the parties hereto as follows:-

- (a) if the rent or any part thereof or any payments payable to the Landlord as specified in this agreement shall remain unpaid for **SEVEN (7)** days after becoming payable (whether the same shall have been formally demanded or not) or if any of the agreements or covenants herein expressed and on the part of the Tenant to be performed or observed shall not be performed or observed or if the Tenant shall become bankrupt or wound up, whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction) or enter into any arrangement or 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 the said cases it shall be lawful for the Landlord to forthwith forfeit the Deposit as agreed liquidated damages and at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's agreements and covenants.

- (b) the Landlord shall not be liable to repay to the Tenant the cost and expense incurred by the Tenant on any improvements made by the Tenant on the said Demised Premises and the Tenant shall not be entitled to claim for any reduction in the rent on account of such cost and expenses incurred by the Tenant.
- (c) notwithstanding the provisions of this Agreement and in addition to the rights of the Landlord, the Landlord and the Tenant hereby expressly agrees that in the event the Tenant fails, refuses, neglects and/or omits to pay the rent at the times and in the manner herein provided, the Landlord shall be entitled at its absolute discretion to terminate this Agreement forthwith and to commence legal action against the Tenant to recover the arrears as well as the unexpired remaining term of this Tenancy herein for rental together with interest thereon. The legal cost and expense (on a solicitor-client basis) incurred by the Landlord under this clause and/or to enforce his rights herein and/or as a result of breach of the provisions herein by the Tenant shall be borne and paid by the Tenant.
- (g) in the event the Landlord or the Tenant for any reason whatsoever during the term of this agreement desires to terminate the tenancy hereby created the Landlord or the Tenant may do so by giving notice in writing to the other party herein within the time stipulated in **Section 9 of the First Schedule hereto** (hereinafter referred to as "Termination Notice").

7. TIME BEING THE ESSENCE OF THIS AGREEMENT

Time whenever mentioned in this agreement shall be of the essence of this agreement.

8. FEES

All stamp duty, legal fees and registration fee, (if any), in respect of this agreement shall be borne and paid by the Tenant.

9. NOTICE

- (a) Any notice, request or demand required to be served by either party hereto on the other under any of the provisions hereof shall be in writing and shall be deemed to be sufficiently served or made as follows:
 - (i) if sent by telex or telefax when it ought in the ordinary course to have been received by the party to whom it is intended;
 - (ii) if sent by cable when it ought in the ordinary course to have been delivered to the party to whom it is intended;
 - (iii) if sent by post four (4) days after it is posted; and

- (iv) if delivered by hand to the party to be served when receipt of the same is acknowledged by the party to be served on the duplicate of the same.
- (b) Any notice, request, consent, demand or other communication to be given to either party shall, if the same is to be posted, be addressed to the party to be served at his address mentioned in **Section 1 & 2 of the First Schedule hereto** unless any party hereof shall have previously notified the others in writing of any other postal address to which notices, requests, consents, demand or other communication are to be sent in which case the same shall be sent to that address. If the same be sent by fax, telex or cable, it shall be sent to the fax, telex or cable address of the party to whom it is intended.

10. INTERPRETATION

In this agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- (i) words importing the masculine gender shall be deemed to include the feminine and neuter gender;
- (ii) words importing the singular number shall include the plural and vice versa;
- (iii) words applicable to natural persons only shall include any body or persons firm or partnership corporate or unincorporated;
- (iv) where there are two or more persons or parties included or comprised in the expression "the Landlord" or "the Tenant" agreements covenants terms and undertakings expressed to be made by or binding upon such persons or parties shall be deemed to be made by or binding upon such persons or parties jointly and severally;
- (v) the term "legal process" shall mean pleadings, all forms of originating processes, interlocutory application of whatever nature, affidavits orders and such documents other than the aforesaid which are required to be served under the Rules of Court, notices required to be given to the other herein, documents and correspondence between the parties hereto, notices under the National Land Code and the rules made thereunder;
- (vi) the headings are inserted for convenience of reference only and shall not affect the construction of this Agreement.


11. SUCCESSORS BOUND

This agreement shall be binding upon the heirs legal representatives, successors-in-title and permitted assigns of the Tenant and the legal representatives, successors-in-title and assigns of the Landlord.

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

SIGNED by the Landlord
ADLI HADI BIN ABDUL HADI
(NRIC No. 771126-14-5885)
in the presence of:-

)
)
)
)



.....

AND

SIGNED by the Tenant
AISHAH HADI
(NRIC No. 990513-14-6108)
in the presence of:-

)
)
)
)
)



.....

THE FIRST SCHEDULE

(which is taken read and construed as an essential part of this agreement)

| SECTION | ITEM | PARTICULAR |
|---------|--|--|
| 1 | Name and description of the Landlord | ADLI HADI BIN ABDUL HADI (NRIC No. 771126-14-5885) of No. 15, Jalan DG 1/2 Taman Desa Gemilang Sg. Pusu Gombak 53100 Kuala Lumpur |
| 2 | Name and description of the Tenant | AISHAH HADI (NRIC No. 990513-14-6108) c/o Dewan Bandaraya Kuala Lumpur Jabatan Pelaksanaan Projek dan Penyelenggaraan Bangunan Menara DBKL 3, Bandar Wawasan Jalan Raja Abdullah 50300 Kuala Lumpur |
| 3 | Particulars of the Demised Premises | No. 2, Jalan SM 2/2, Taman Selayang Mulia, 68100 Batu Caves, Selangor |
| 4 | Term of the Tenancy | One (1) year + One (1) year optional |
| 5 | (a) Commencement Date (b) Expiry Date | The 1 st day of January, 2019 The 31 st day of December, 2019 |
| 6 | Monthly Rental | Ringgit Malaysia One Thousand and Four Hundred (RM1,400.00) Only (a) Maintenance charges and assessment will be paid by the Landlord; and (b) Electricity, water and Indah Water Konsortium charges ("Utilities") will be paid by the Tenant. |

| SECTION | ITEM | PARTICULAR |
|---------|--------------------|---|
| | | <u>Detail of Landlord's Bank</u> Name : ROSELAN BINTI SHAARI Bank : MAYBANK Account : 1645 9300 1106 |
| 7 | Security Deposit | Rental: Ringgit Malaysia One Thousand and Four Hundred (RM1,400.00) Only. Utilities: Ringgit Malaysia Seven Hundred (RM700.00) Only. |
| 8 | Permitted Use | Residential use only |
| 9 | Termination Notice | Two (2) calendar months. |