

THIS 1st DAY OF SEPTEMBER 2021

BETWEEN

**ASHOK KUMAR A/L JAGIR SINGH
NRIC: 610622-08-5191
(Landlord)**

AND

**KANAGAUMSUM A/P RAJUNDRA
NRIC: 761110-14-5208
(Tenant)**

TENANCY AGREEMENT

Property:

**21-11, SURIA PANTAI RESIDENSI,
NO 11, JALAN PANTAI SENTRAL 3,
PANTAI SENTRAL PARK,
59200 KUALA LUMPUR**

AN AGREEMENT OF TENANCY made the day and year stated in **Section 1 of the First Schedule**

BETWEEN the First Party whose name and description are stated in **Section 2 of the First Schedule** hereto (hereinafter referred to as "The Landlord") of the one part

AND the Second Party whose name and description are stated in **Section 3 of the First Schedule** hereto (hereinafter referred to as "The Tenant") of the other part.

WHEREBY IT IS AGREED subject to the accompanying **General Conditions**, the Landlord is desirous of letting and the Tenant is desirous of renting the Said Premises together with all the fixtures and fittings (as stated in "The Inventory List/Photographs") for a Term stated in **Section 5 of the First Schedule** hereto commencing on / deemed to have commenced on the date stated in **Section 6 of the First Schedule** hereto at the **Monthly Rent** stated in **Section 7 of the First Schedule** hereto and the first of which to be made in advance upon the execution of this Tenancy Agreement and hereto payable on or before the day in **Section 8 of the First Schedule** of every month in advance.

GENERAL CONDITIONS

1. INTERPRETATION

In this tenancy where the context so admits: -

- I. The expression "the Landlord" and "the Tenant" include the respective successors, personal representatives and permitted assigns of the Landlord and the Tenant:
- II. Words importing the masculine gender only include the feminine and neuter genders and words importing the singular number only include the plural and vice versa.

2. TENANT'S COVENANT

1) The Tenant hereby covenants with the Landlord as follows namely: -

- a) To deposit with the Landlord the sum stated in **Section 9 (a) and (b) of the First Schedule** on the execution of this Tenancy agreement with the Landlord for the due observance and performance of the terms and conditions (hereinafter collectively referred to as " **The Deposit Sum**"). The Deposit sum shall be maintained at this figure and shall not be taken to be or treated as payment towards rental and upon termination of this Tenancy the Deposit sum shall be refunded to the Tenant free of interest less such as may be due to the Landlord;
- b) In the event of deposit stated in **Section 9 (b) of the First Schedule** being increased by the authority at any time during the continuance of the tenancy over and above the current amount payable to pay to the Landlord on demand the sums of such increase;
- c) To pay the monthly rent at the time and in the manner as set out in **Section 8 of the First Schedule**;

- d) To pay and discharge all charges stated in **Section 10 of the First Schedule** from the commencement of this tenancy and to forward to the Landlord copies of all receipts in respect of the payment aforesaid;
- e) To use and occupy the said premises for the purpose as stated in **Section 11 of the First Schedule**;
- f) Not to do or permit to be done on the said premises anything which will or may infringe any of the laws, by-laws re regulations made by the Government, the Municipal or Local Council or any other competent Authority affecting the said premises;
- g) Not to store any illegal or contraband goods in the said premises nor any goods which may cause damage or danger to the premises;
- h) Not to do or permit or suffer anything to be done upon the said premises or any part thereof which may be or become a nuisance or cause annoyance, damage or inconvenience to the Landlord or the occupants of any neighboring premises;
- i) Not to assign under let or part with the possession of the said premises or any part there if without the previous consent in writing of the Landlord;
- j) Not to conduct or permit any sale or auction to be held on the said premises without the prior written consent having first been obtained from the Landlord;
- k) Not to install any power point, motor engine appliance, air-conditioning unit without the previous consent of the Landlord. Such consent shall not however be unreasonably withheld. Notwithstanding such consent being granted by the Landlord, the Tenant is responsible for any hereby indemnifies. The Landlord will be against any claim for any loss or damages arising from the exercise of this clause by the Tenant;
- l) Not to damage or deface or to cause or to permit any servant or agent to damage or to deface any part of the said premises or the said building and common parts and forthwith to repair and make good to match or to pay for the costs of making good such damage or defacement;
- m) To permit the Landlord and his duly authorized agents with or without appliances at all reasonable hours in the day time by 24 hours prior notice in writing or verbally to enter upon the said premises and to view the conditions thereof and to take inventories of the Landlord's fixtures therein and to do structural repairs to the said premises. The Landlord may serve upon the Tenant notice in writing specifying any repairs or work necessary to be done or replacement necessary to be made to comply with the Tenant's covenants to repair therein contained and require the Tenant forthwith to execute such repairs or work or make such replacement and if the Tenant shall not within 14 days after the service of such notice proceed diligently with the execution of such repairs or work or the making of such replacement then it shall be lawful for the Landlord to enter upon the said premises and execute such repairs or work or make such replacement and the costs thereof shall be

a debt due from the Tenant to the Landlord and be forthwith recoverable by action. Such a debt shall include the Landlord's surveyors' or architect's costs;

- n) At all times throughout the term hereby created to keep the said premises including the toilets, all windows, doors, locks, glass shutters and water closets thereon in as good and substantial repair as they were at the commencement of the term;
- o) Not to do or permit to be done anything whereby the policy or policies of the insurance of the said premises against damage by fire for the time being subsisting may become void or avoidable or whereby the rate of premium may be increased and to repay to the Landlord on demand all sums paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach of this covenant;
- p) Not to make or permit to be made any alterations in or additions to the said premises without the previous consent in writing of the Landlord, such consent not to be unreasonable withheld;
- q) If any additions or alterations are made to the said premises with the written consent of the Landlord the Tenant shall at his own costs reinstate the said premises to its original condition (fair wear and tear expected) at the expiration or sooner determination of this tenancy if so requested by the Landlord, if no such request is made the Tenant shall not remove any alteration or additions made to the said premises and shall not be entitled to any payment from the Landlord. The Tenant may however remove any partition, fixtures and fittings installed by the Tenant provided the Tenant makes good any damages caused by such removal;
- r) Upon receipt of any notice order direction or other thing from competent authority affecting or likely to affect the said premises whether the same shall be served directly on the Tenant or the original copy thereof be received from any under lessee or to her person whatsoever the Tenant will so far as such notice order direction or other thing or the act regulations or other instrument under or by virtue of which it is issued or the provision hereof require him to do so comply therewith at his own expenses and will forthwith deliver to the Landlord a copy of such notice order direction or other things;
- s) To permit the Landlord during the two months immediately preceding the determination of the Tenancy to affix and retain without interference upon any part of the exterior of the said premises (Provided that such notice shall not interfere with the Tenant's enjoyment of the said premises) a notice for re-letting the same and during the said two months to permit persons with written authority from the Landlord or his agent at reasonable times of the day to view the said premises;
- t) The Tenant shall at the termination of this tenancy make good any damage caused to the said premises or any part thereof by the Tenant or by anyone occupying or processing the said premises or any part thereof claiming through or under the Tenant by any installation, alteration or fitting to the said premises or by the removal of such installation, alterations or fittings (fair wear and tear expected);

- u) At the expiration or sooner determination of this tenancy peaceably to surrender and yield up to the Landlord the said premises with any addition thereto in as good and substantial repair and condition as at the commencement of the term hereby created (fair wear and tear expected);
- v) The Tenant further covenants and undertakes to the Landlord that the Tenant shall service and maintain in good condition the air conditioners that has been installed in the Demised Premises and receipt to be produced to the Landlord;
- w) Not to use or permit or suffer the said premises or any part thereof to be used for any illegal or immoral purpose.

3. LANDLORD'S COVENANTS

- 1) The Landlord hereby covenants with the Tenant as follows, namely;
 - a) That the Tenant duly paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the said premises during the said term without any disturbance by the Landlord or any person lawfully claiming under or in trust for the Landlord;
 - b) At all times throughout the term hereby created to keep the said premises excluding the Tenant's property insured against loss or damage by fire and to pay all premium incurred;
 - c) To pay outgoings as stated in **Section 12 of the First Schedule** from time to time due in respect of the said premises;
 - d) To keep the roof, main structure, air-conditioning units (if any) and common parts of the said premises and the whole building in good and substantial repair throughout the tenancy hereby created;
- 2) Upon termination of the Tenancy herein created the Landlord shall refund to the Tenant the Deposit Sum free of interest after due deductions for all costs incurred by the Landlord in making good all damages to the Premises (fair wear and tear excepted) and in payment of any arrears of rental or service charge for the supply of water, electricity and telephone, if any, incurred in the said Demised Premises and which remain unpaid and any other sum due and payable to the Landlord. The sum due will be refunded in no more than 1 month upon termination of the Tenancy.

4) MUTUAL COVENANTS OF THE PARTIES

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED as follows, namely;

- a) If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for a number of days stated in **Section 8 of the First Schedule** after the same shall have become due

(whether formally or legally demanded or not) or if the Tenant shall at any time fail or neglect to perform and observe any of the covenants and conditions herein contained and on his part to be performed and observed or if the Tenant shall commit any act of bankruptcy or upon the liquidation or winding up then and in any such case the Landlord shall forfeit the Rental Deposit and may at any time thereafter re-enter upon the said premises or any part thereof in the name of the whole and thenceforth hold and enjoy the same as if this tenancy had not been granted but without prejudice to any right of action or remedy of the Landlord for any antecedent breach of covenant by the Tenant. In addition of and without prejudice to the powers rights and remedies herein conferred if the Tenant makes default in the payment of due date, the Tenant agrees to pay the Landlord overdue interest calculated at twelve percent (12%) per annum calculated on a daily basis on the rental in arrears.

- b) If any dispute of difference shall arise between the Landlord and the Tenant touching any clause or matter of thing whatsoever herein contained or the operation of construction thereof or any matter or rights duties or liabilities of either party under in or any way connected with this tenancy, then and in ever such case the dispute of difference shall be referred to an single arbitrator in case the parties agree upon or otherwise to two arbitrators one to be appointed by each part and in either case in accordance with or subject to the provisions of the Arbitration Act 1952 or any statutory modification or reenactment thereof for the time being in force;
- c) The Landlord hereby grants an option to the Tenant to renew this tenancy upon the expiry hereof for a further term of as provided in Section 13 of the **First Schedule** (hereinafter be referred to as “ the Second Term”) subject to the rental as provided in **Section 14 of the First Schedule** AND FURTHER PROVIDED ALWAYS that in the event that the Tenant shall desire to exercise the option to renew this tenancy before the existing term expire, the tenant shall give the Landlord at least three (3) months written notice prior to the date of expiration of the term hereby created of such intention;
- d) It is hereby declared that the tenancy is for the term of **TWO (2) YEARS**. In the event that the Tenant fail to complete a **TWO (2) YEARS** tenancy due to reasons attributable to the Tenant, then the rental Deposit and Utilities Deposit as stated in **Section 9 (a) & 9 (b) of the First Schedule** paid by the Tenant shall be forfeited. Similarly, the Landlord shall refund to the Tenant the Rental Deposit and Utilities Deposit if the Landlord fails to let the Demised Premises to the Tenant for a period of **TWO (2) YEARS**.
- e) If the said premises or any part hereof shall at any time during the term of this tenancy be destroyed or damaged by fire or otherwise so as to render the said premises unfit for occupation or use (save and except where such fire had been caused by the default or negligence of the Tenant or his employees or agents) then the rent herein before reserved or an fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended from the date of happening of the event until the said premises shall again be rendered fit for occupation or use and if the said premises or any part thereof is not rendered fit for occupation or use within thirty (30) days either party may determine the tenancy by giving two (2) month’s notice in writing but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach or covenant. In the event of the determination as aforesaid the Deposit sum less such monies as may be found to be owing or

payable by the Tenant to the Landlord by virtue of the provisions herein contained shall forthwith be refunded by the Landlord to the Tenant.

- f) Any notice requiring to be served here under shall be in writing and shall be sufficiently served on the Tenant if left addressed to him at the said premises or forwarded to him by registered post to his last known address and any notice to the Landlord shall be sufficiently served if sent by registered post or delivered personally to him at the address herein given.

5) MISCELLANEOUS

- a) Preparation and completion of this Agreement shall be borne by Landlord. **Stamp duty shall be borne and paid by the Tenant.** Each party hereto shall pay its own Solicitors' cost.
- b) Time whenever mentioned in this Agreement shall be of the essence of this Agreement.
- c) Harboring of illegal immigrants, are strictly prohibited by law and the Tenant shall bear the consequences there to solely.

THE FIRST SCHEDULE

SECTION	ITEM	PARTICULAR
1	Date of Agreement	1 st SEPTEMBER 2021
2	Name & Description of Landlord Tel No: 018-2825858 Address: email: ashhok_js@yahoo.com	ASHOK KUMAR A/L JAGIR SINGH (NRIC: 610622-08-5191) 43, Jalan BP 7/1, Taman Bukit Permata, 68100 Batu Caves, Selangor Darul Ehsan.
3	Name & Description of Tenant Tel No: Address: email:	KANAGAUMSUM A/P RAJUNDRA (NRIC: 761110-14-5208)
4	Description of the Said Property	21-11, Suria Pantai Residensi, No 11, Jalan Pantai Sentral 3, Pantai Sentral Park, 59200 Kuala Lumpur.
5	Term of Tenancy	Two (2) years
6 (a)	Commencement Date	1 st September 2021
6 (b)	Expiry Date	31st August 2023
7	Monthly rental	RM1,200.00 (Ringgit Malaysia: One Thousand Two Hundred Only)
8	Date of Payment	On or within 7 th of each month promptly.
9 (a)	Security Deposit	2 months rental: RM2,400.00
9 (b)	Utilities Deposit	½ month rental: RM600.00
10	Charges	Water, Electricity and Indah Water (IWK) pay per bill usage.
11	Use of Demised Premises	Residential Use Only.
12	Outgoings	Assessment, Quit Rent, Management Fees, etc. by the Landlord.
13	Further Terms	Two (2) years
14	Rental for Further Term	According to the market rate, mutually agreed by both parties with minimum 10% increment.
15	Notice to Quit by Tenant	Three (3) months
16	Other conditions	MONTHLY RENTAL TO BE ONLINE TRANSFER or BANKED IN TO: BANK RAKYAT SAVINGS ACCOUNT: 2243390875 Kindly forward the bank in slip via WhatsApp to 018-2825858

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

Signed by the said Landlord)

ASHOK KUMAR A/L JAGIR SINGH)
NRIC No: 610622-08-5191

In the presence of:)
Name:
NRIC No:

Signed by the said Tenant)

KANAGAUMSUM A/P RAJUNDRA)
NRIC No: 761110-14-5208

In the presence of:)
Name:
NRIC No: