

# **TENANCY AGREEMENT**

**BETWEEN**

**(THE LANDLORD)**

**CHUA JOO PENG**

**( NRIC NO. : 650321-01-5567)**

**AND**

**(TENANT)**

**PATIL SANDEEP**

**( PASSPORT NO. : R 6029517 )**

**SAID PREMISES :  
UNIT NO. C-18-3A, CAMELLIA SERVICE SUITE,  
BANGSAR SOUTH.**

THIS AGREEMENT is made on the day, the month and year stated in **Section “A” of the Schedule Agreement.**

**BETWEEN**

The party whose name and address as stated in section “B” of the Schedule (hereinafter referred to as “the Landlord”).

**AND**

The party whose name and address as stated in Section “C” of the Schedule (hereinafter referred to as “the Tenant”).

**WHEREAS:**

- A. The landlord is the registered/beneficial owner of the property more particularly referred to and described in Section “D” of the Schedule (hereinafter referred to as “the Said Premises”).
- B. The Landlord is desirous of letting and the Tenant is desirous of taking a Tenancy of the Said Premises upon the terms and subject to the conditions hereinafter contained.

**1.0 NOW IT IS HEREBY AGREED AS FOLLOWS:**

- 1.1 The Landlord has agreed to let and the Tenant has agreed to accept Tenancy of the Said Premises furnished with the fixtures and fittings as described in the Inventory List attached hereto for the term stipulated in Section “E” of the Schedule (herein referred to as “the said terms”) and at the rent stipulated in Section “F” of the Schedule payable monthly in advance (hereinafter referred to as “the Said Rent”) and subject to the terms and conditions hereinafter contained.

**2.0 THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:-**

- 2.1 To pay the Said Rent without any deduction whatsoever thereof monthly in advance, the first payment as stipulated in Section “F” of the Schedule to be paid on or before the Tenancy commencement date as stipulated in Section “G” of the Schedule and thereafter on or before the date as stipulated in Section “H” of the Schedule.
- 2.2 To pay the Landlord on the execution of this Tenancy Agreement the sum as stipulated in Section “I” of the Schedule being Security Deposit which will be refunded to the Tenant free of interest less sum or sums evidencing claims as may be due to the Landlord in respect of any charges incurred at the termination of the Tenancy upon due performance and observance of the Tenancy Agreement by the Tenant (subject to fair wear and tear). The Landlord shall refund the deposit within fourteen (14) days from the date of handback of the Demised Premises OR upon the full settlement of evidencing claims.
- 2.3 To pay the Landlord on the execution of this Tenancy Agreement the sum as stipulated in Section “M” of the Schedule as deposit for water and electricity charges which will be refunded at the termination of the Tenancy upon the Tenant’s production of evidence that all charges for water, electricity, Indah Water sewerage and gas have been settled in full with the respective Authorities. The Landlord shall refund the deposit within fourteen (14) days upon the full settlement of the utility charges.

- 2.4 To pay all charges for water, electricity, Indah water sewerage, gas, satellite TV (Astro), internet subscription and all other utilities supplied to the Said Premises.
- 2.5 To be responsible for all minor repairs and replacement of electric bulbs, tubes and other expendable items, excluding air con, water heater and structural repairs, at its own expense up to Malaysia Ringgit Two Hundred (RM200.00) per item after the first month from date of handover or date of lease commencement; whichever is later. Any expenditure exceeding the above-stipulated amount shall be borne by the Landlord provided such damage is not due to the negligence of the Tenant or its permitted occupiers. The Landlord's consent is to be obtained for any repair cost that exceeds the above-stipulated amount before proceeding with repairs. In the event the same are not rectified by the Landlord within seven (7) days or receipt of such notice, then the Tenant shall have the right to make good these repairs at its own cost and recover the cost from the Landlord, whereupon the Landlord shall pay the Tenant for such costs or the Tenant may deduct the amount of such costs from the next Monthly Rental payable.
- 2.6. To keep the building in and about the Said Premises together with all fixtures and fittings in good decoration order and condition throughout the Tenancy, fair wear and tear, accepted. The Tenant is responsible for making good or replacing damaged or broken household fixtures caused by the occupants during the period of Tenancy.
7. Not at any time during the said term to assign/transfer or sublet otherwise part with possession of the Said Premises or any part thereof to any person.
8. To use the Said Premises as a private residence only as stipulated in Section "J" of the Schedule and not to do or permit to be done upon the Said Premises anything which may become a nuisance or annoyance to or in any way to interfere with the quiet and comfort of the occupants of adjoining building and not to use the same for any illegal or immoral purposes.
9. Not without the consent in writing of the Landlord first had and obtained, to make any alteration or addition to the Said Premises. The Tenant shall remove any approved alteration or addition made to the Said Premises and to restore the Said Premises to its original condition as at the commencement of this Tenancy at the expiration or sooner determination of the tenancy created  
at the Tenant's own cost and expense.
10. To permit the Landlord and his agent with or without workmen at all reasonable time with prior appointment to enter the Said Premises to repair and to review the condition thereof and to execute repairs for which the Landlord is liable. If the Tenant in writing by email communication or registered post after the expiry of seven (7) days, then the Tenant may employ an independent contractor to do the repairs and the cost incurred in connection with such repairs shall be borne by the Landlord or the Tenant may deduct the amount of such costs from the next Monthly Rental payable. Notwithstanding any other provision to the contrary the Tenant shall have the right to terminate the Tenancy if the Tenant encounters irreparable maintenance and/or repair by giving one (1) month prior written notice to the Landlord.
11. At the termination of the Tenancy, to peacefully quit and deliver possession of the Said Premises together with the fixtures and fittings to the Landlord or his agent in a good state of repair and decoration and to wash and clean the same subject to fair wear and tear as provided in Clause 2.5 hereof. To clean up the premises, service all air-conditioner, replace expired bulbs, keys and dry clean all curtains before handing back of the Said Premises IF the property was delivered to the Tenant the same on the day of handover.

- 2.12 Not to permit anything to be done to the Said Premises whereby the policies of insurance may become void or voidable or whereby the premium may be increased.
- 2.13 Not to store any illegal or contraband goods in the Said Premises, nor goods which may cause damage or danger to the Said Premises.
14. For sixty (60) days before the expiration of the Tenancy the Landlord or his agents shall be permitted to enter the Said Premises at reasonable times with prior appointment to show the property for RENT or SALE to respective Tenant or Buyer.
15. 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 and upon due performance and observance of the Tenancy Agreement by the tenant.
16. Not to do or omit to do or suffer to be done any act, matter or thing in respect of the said premises which shall contravene the provision of any statutes, orders, rules or regulations now or hereafter affecting the said premises and to indemnify the Landlord against all actions, proceedings costs, expenses, claims and demands in respect of any such act throughout the duration of Tenancy.
17. The Tenant shall not hack any holes or drive any nails or anything whatsoever into the wall or bore holes into the ceiling without first having obtained the written consent of the Landlord, except anything reasonably done to hang pictures, painting and the like and to patch up the holes created with white putty and paint on the affected wall at the end or sooner determination.
18. To carry out servicing of air-conditioner units at least once every six (6) months and the Tenant shall be responsible for the cost thereof.

### **3.0 THE LANDLORD COVENANTS WITH THE TENANT as follows:-**

- 3.1 To pay the quit rent, tax assessments and other outgoings which and or may be hereinafter charged or imposed upon the Said Premises and Payable by the Landlord.
- 3.2 The Landlord represents at the date hereof and throughout the duration of this Tenancy that he is the legal and beneficial owner of the Demised Premises; that he is fully empowered and authorized to enter into this Agreement; that there is no mortgage charge or any encumbrance of any nature in respect of the Demised Premises preventing him from entering into this Agreement; and that he will hold the Tenant harmless from any demands, claims, actions and/or proceedings by others in respect of quiet possession of the Demised Premises during the Term.
- 3.3 The Landlord shall pay the insurance coverage of the Said Premises against fire with a recognized Insurance Company taken by the developer or the management office during the period of the Tenancy.
- 3.4 To repair any damages to fixture and fittings, exterior and interior of the Demised Premises caused by any development/renovation/construction work is being carried out adjacent to or in the vicinity of the Demised Premises. The Landlord upon receiving notice of any repairs to be made shall commence action within seven (7) days or receipt of such notice failing which

Tenant may commence such repairs and deduct the sums incurred from the Monthly Rental. If despite such repairs attended to by the Landlord, any part of the roof, exterior, walls, ceiling, wiring, structure, sanitary and water apparatus, drains or pipes remains in poor condition and causes aggravation to the occupants of the Demised Premises, then the Tenant may terminate this Agreement in accordance with Clause 2.10.

- 3.5 That if Tenant shall duly pay the rent hereby reserved he shall during the Tenancy, quietly enjoy and hold the Said Premises without interruption by the Landlord or any person rightfully or lawfully claiming under or in trust for him.
- 3.6 To maintain and keep the main structure walls, floors, roofs, drains, sewerage, pipes system and electrical wiring of the Said Premises in good tenable repair and condition throughout the term hereby created except where repairs become necessary as a result of any willful act or default of the Tenant.
- 3.7 The Landlord shall prepare the Said Premises as per the agreed terms and conditions (refer to Appendix A). The Landlord to service the air-conditioner units once before the handover, dry-clean curtain and clean the apartment. Proof of receipts to be presented to the Tenant on the day of handover.
- 3.9 The Landlord shall ensure all air-conditioners and electrical items are in good working condition before handing over to the Tenant and be responsible for any repairs or replacements of parts of the air-conditioners or electrical items which damage is not caused due to the negligence of the Tenant during the term of this Tenancy.
- 3.10 The Landlord shall not hold the Tenant/Occupant responsible for any defects and replacement of parts of any items in the Said Premises that were identified by the Tenant/Occupant and brought to the Landlord's attention within the first Thirty (30) days of tenancy. Any such defects shall be rectified at Landlord's cost.

**4.0 PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED** as follows:

- 4.1 If the rent or any thereof shall be in arrears for a period of Fourteen (14) days after the same becomes payable, whether demanded by the Landlord or not, the Landlord shall be entitled to take possession of the Said premises (excluding the Tenant's personal possession and property) without notice and thereupon this Tenancy Agreement shall cease.
- 4.2 The Tenant shall pay interest upon all rent or other monies due to the Landlord under the provision of this Agreement which are outstanding for fourteen 14 days after the same shall have become due (whether any formal or legal demand therefore shall have been made or not) from the date on which such monies fall due for payment to the date on which such monies are paid to the Landlord, the interest is to be calculated from day to day at the rate of Eight (8) per cent per annum. The Landlord shall be entitled to recover such interest from the Tenant as if such interest were interest in arrears. Nothing contained in this clause shall be deemed to restrict, limit or prejudice any other rights, powers or remedies of the Landlord in respect of such monies

4.3 If the Said Premises shall be destroyed or damaged by fire or shall otherwise become unfit for use and occupation, the rent hereby reserved or a due proportion thereof shall cease until the complete restoration of the Said Premises. In the event that the Landlord decides not to reinstate the Said Premises or the reinstatement of the Said Premises cannot be completed within one (1) month from the date of the destruction or damage, the Tenant shall have an option to terminate the tenancy without prejudice to any right of action of the Landlord of any antecedent breach of this Agreement by the Tenant. The Landlord shall thereafter refund to the Tenant all deposits and monies without interest, minus any liabilities and unpaid bills incurred by the Tenant, no later than fourteen (14) days from termination of this Agreement.

4.3 Notwithstanding any other provision to the contrary, the Tenant shall have the right to terminate by giving one (1) month prior written notice or one (1) month rental in lieu of notice in the following circumstances:

- a. the Demised Premises are broken into by intruders (and provided that the incident is supported by a Police report of the same), or
- b. any part of the Demised Premises have become unfit for occupation, in any way dangerous or unhealthy for the occupants, or causes unnecessary and prolonged aggravation to the occupants, or
- c. if any major accident, injury to person or severe damage to the Tenant or occupiers' property has occurred due to the unfit state of the Demised Premises.

4.4 The Tenant shall be desirous of renewing the tenancy of the Said Premises for a further term hereby created, the Tenant shall give to the Landlord prior written notice of renewal of at least 2 months before such expiration and provided that the Tenant shall have promptly paid the Rental hereby reserved and all other monies payable to the Landlord herein and shall have duly performed and observed the covenants, undertakings, obligations, stipulations and agreements on his part herein contained up to the expiration of the term hereby created, then the Landlord shall let the Demised Premises to the Tenant. The Landlord shall grant to the Tenant a tenancy of the Demised Premises for the further period of one (1) year on the same terms and conditions of this Agreement and at a monthly rental which shall be at the prevailing market rental to be mutually agreed upon by both parties at the prevailing market rate, and that the termination by Tenant during this period shall be by two (2) months' notice in writing or payment in lieu thereof.

**5.0 IT IS AGREED THAT DURING THE PERIOD OF THE TENANCY HEREOF CREATED**

- a) In the event that the Tenant terminates the Tenancy within the first twelve (12) months thereof, for any reasons whatsoever, the rental deposit will be forfeited.
- b) If there is no breach or non-observance of any of the covenants on the part of the Tenant. In the event that the Landlord terminates the Tenancy within the first twelve (12) months thereof other than any breach or non-observance of any of the covenants on the part of the Tenant, the Landlord shall compensate the Tenant a sum equal to Two (2) months' rental and return the deposit withheld by the Landlord.

## 6.0 MISCELLANEOUS

- 6.1 The Landlord shall not be liable either to the Tenant or the Tenant's employees, agents, licensees or invitees for accidents happening or injuries sustained or for loss of or damage however caused to goods or chattels in the said Premises or any part thereof unless arising from the willful default of the Landlord or that of any employees of the Landlord.
- 6.2 The Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any interruption in any of the services herein mentioned by reason of necessary repairs or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire, flood, tempest, Act of God or other cause beyond the control of the Landlord or by reason of fuel, materials, labor or water.
- 6.3 Any notice required to be served thereunder shall be sufficiently served if left at or forwarded by registered post to the address of the parties as stated in the schedule or such other address as shall have been advised in writing by the parties thereof.
- 6.4 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.
- 6.5 In the event of a sale of the said premises, the Landlord shall sell the property subject to this Tenancy and assign this Agreement including the Landlord's obligation to refund the security deposit (refer clauses 2.2 and 2.3) to the Purchaser of the said premises. The Landlord is obliged to present proof of fund refunded upon request of the Tenant. All deposits sum shall be refundable to the Tenant within fourteen (14) days after the expiry or termination of this Tenancy SUBJECT to an appropriate deduction as damages as agreed by both parties (subject to fair wear and tear), in respect of any such breach. The deposit herein paid shall not be utilized by the Tenant to offset against rent unpaid by the Tenant. The Purchaser shall continue the duty and responsibility of the Landlord for the lease. The Purchaser shall have no rights to terminate the lease earlier than the stipulated lease period.
- 6.6 All costs of preparation, stamping and registration of this Tenancy Agreement shall be borne by the Tenant.
- 6.7 It is hereby expressly agreed between the Landlord and the Tenant that the Tenancy of the Said Premises shall be in addition to the terms and conditions herein be subject to the Special Conditions, if any, set out in Section "L" of the Schedule. In the event of any conflict, discrepancies or variance the Special Conditions shall prevail.

----- - END -----

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**

**NAME: CHUA JOO PENG** )

**(NRIC NO. : 650321-01-5567** )

In the presence of: )

**(NRIC NO:** )

**SIGNED BY THE SAID TENANT**

**NAME: PATIL SANDEEP** )

**(PASSPORT NO.: R 6029517** )

In the presence of: )

**(NRIC NO:** )

**THE SCHEDULE**

(Which is part of this Agreement)

SECT NO	ITEMS	PARTICULARS
A.	The day, the month and year of Agreement	
B.	Name and Address of Landlord	NAME: <b>Chua Joo Peng</b> NRIC NO. : <b>650321-01-5567</b> Address:
C.	Name and Address of Tenant	NAME: <b>Patil Sandeep</b> PASSPORT NO: <b>R 6029517</b> Address:
D.	The Said Premises	<b>Unit No: C-18-3A, Camellia Service Suite, Bangsar South.</b>
E.	Term of Tenancy	One (1) year
F.	Monthly Rental	Malaysia Ringgit: <b>ONE THOUSAND SEVEN HUNDRED only (RM1,700.00)</b>
G.	Commencement Date	FROM : <b>26 FEBRUARY 2022</b> TO : <b>25 FEBRUARY 2023</b>

H.	Date of payment of rental on	On/Before <b>26</b> of each month.  Direct credit into Account :  Holder Name: <b>Chua Joo Peng</b>  Bank : <b>Public Bank</b>  Bank Account Number: <b>3116798201</b>  Swift Code: <b>N/A</b>
I.	Rental Deposit (Security Deposit)	Malaysia Ringgit: <b>THREE THOUSAND FOUR HUNDRED only (RM3,400.00)</b>
J.	Use of the Premises	For Residential use only.
K.	Option To Renew	One ( 1 ) year option at mutually agreed rate.
L.	Special condition	Appendix A
M.	Deposits for Utilities (Water, and Electricity)	Malaysia Ringgit: <b>EIGHT HUNDRED FIFTY only (RM850.00)</b>

## APPENDIX A

### MATTERS TO BE COMPLETED BY LANDLORD BEFORE COMMENCEMENT OF TENANCY

(To be read and construed as essential part of this Tenancy Agreement)

Prior to commencement of lease, the Landlord shall carry out the followings:-

#### A. General Conditions:-

- (i) To clean the entire premises thoroughly including the windows, interior & exterior of cupboards and appliances including dry cleaning of all curtains.
- (ii) To ensure all locks, hinges, electrical and lighting points are in good working condition.
- (iii) To ensure that all the appliances listed below, electrical wiring, air-conditioning, plumbing and lighting systems are in good working order at the time of handover.
- (iv) To ensure that there is hot running water to all bathrooms.
- (v) To check and carry out one time service for all air-conditioners (including topping up gas, if required)
- (vi) To ensure that previous electric (TNB), water (SYABAS), gas (GAS MALAYSIA) and sewerage (INDAH WATER) bills are paid in full prior to property handover.



## Inventory List

No	Items	Numbers of units
	<b><u>LIVING HALL AREA</u></b>	
1	Air-Cond with wall remote	1 unit
2	Lighting (ALL AREA)	
3	TV ( ) with remote control	1 set
4	TV Cabinet	1 unit
5	Sofa 2 seated	1 set
6	Dining Table	1 unit
7	Dining Chair	4 units
	<b><u>KITCHEN AREA</u></b>	
1	2 door Fridge	1 unit
2	Hob & Hood ( )	1 set
3	Lighting	ALL
4	Washing Machine & Dryer (ELECTROLUX)	1 unit
5	Microwave ( )	1 unit
6	Build in oven	1 unit
	<b><u>MASTER ROOM AREA</u></b>	
1	King Bed Mattress with Divan	1 set
2	Water Heater	1 unit
3	Air-Cond with remote	1 set
4	Window Curtain	1 set
	<b><u>MISCELLANEOUS</u></b>	
1	Key	2 main entrance, 1 mailbox key
2	Access Card	2 maindoor