

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made on the _____ day of _____ 2016.

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

And

The Party specified in **Section 1(b) of the 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 2 of the Schedule** hereto (hereinafter referred 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 3 of the Schedule hereto commencing on the date as specified in Section 4(a) of the Schedule hereto and expiring on the date as specified in Section 4(b) of the Schedule hereto.

2. **RENTAL**

The Tenant shall pay to the landlord the agreed rental for the Demised Premises as specified in **Section 5 of the Schedule** hereto the first rental payable in advance on the date of commencement of this tenancy and thereafter on or before the Seventh (7th) day of each and every succeeding calendar month subject to the terms and conditions hereinafter appearing.

3. **DEPOSIT**

- a. The Tenant shall upon execution of this agreement pay to the landlord a Deposit as specified in Section 6 of the Schedule hereto by way of deposit as security for the due observance and performance by the Tenant of the terms and conditions of this agreement.
- b. The Deposit shall be maintained at the sum as specified in Section 6 of the Schedule hereto during this tenancy and shall not without the previous consent of

the Landlord be deemed to or treated as payment of the rent or other payments and on the determination of this tenancy shall be returned without obligation to invest and free of interest to the Tenant less such sum as may be due to the Landlord.

- c. On execution of the Agreement to pay to the Landlord the sum described in Section 6 ii) hereto as utilities deposit for all charges for water sewerage and electricity in respect of the demised Premises. Such utilities deposit, less such charges for water and electricity in respect of the Demised Premises as may remain unpaid by the Tenant, shall be returned to the Tenant without interest thereon on the expiration of the term of this Tenancy or earlier determination thereof.
- d. Provided always upon the expiry of the tenancy the Tenant shall undertake to repair, replace, refurbish and reinstate the demised premises to its original state of condition. Failure on part of the Tenant to do so, the Landlord shall at its discretion make deductible such sums from the deposits for such works undertaken and refund if any balance of the deposits free of interest less the rentals owing up to the handover of the space herein stated. In the event the deposit be insufficient to offset the said restoration works, then under such circumstances the tenant shall be bound to compensate the Landlord for the additional sums required apart from the deposits to satisfactorily carry out restoration works and settlement of other obligations.

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 charges payable for the management fees, supply of water, sewerage charges and electricity to the Demised Premises which are properly chargeable upon the Demised Premises.
- c. That the Tenant shall not make any structural or material alterations in or additions to the Demised Premises without the prior consent of the Landlord in writing and all alterations or additions made to the Demised Premises or any part thereof shall be borne and paid by the Tenant.

- 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 repairs 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 permit the Landlord or the Landlord's agents or workmen to lay and fix in and lead through the Demised Premises all such wires, cables and ducts for electricity and air-conditioning installations and pipes for the water, gas, waste and sewage as the Landlord may from time to time required to be laid and fixed in and lead through the Demised Premises for general purposes and also to permit the Landlord or the Landlord's agents or workmen at all reasonable hours to enter the Demised Premises or the general purposes aforesaid and also for the purposes of repairing, removing and replacing all or any of the said wires, cables ducts and pipes.
- f. That the Tenant shall not use the Demised Premises for any business connected with that of an undertaker or for the sale of storage of coffins and caskets or such similar articles or products or services other than those specified in **Section 7 of the Schedule**.
- g. That the Tenant shall at all times keep and maintain the interior of the Demised Premises including all glass in the windows and all shutters locks fastenings, culvert and underground waterway in good and tenantable repair and clean condition (fair wear and tear only expected) and shall replace any fixtures and fittings which shall be broken or damaged due to malicious negligent or careless acts or omissions of the Tenants or his servants or agents.
- h. That the Tenant or occupier of the Demised Premises shall at all times observe and comply with all conditions and covenants binding upon the Demised Premises or upon the Landlord or otherwise howsoever in respect of the Demised Premises and shall not do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Demised Premises which contravene any provisions of any Act Ordinance Enactment Order Rule Regulation or Bye-Law now or hereafter affecting the same and shall at all times hereafter indemnify and keep indemnified the Landlord against all actions proceedings, costs, expenses, claims and demands whatsoever in respect of any such act matter or thing done in contravention of the said provisions.

- i. That the Tenant shall comply with all notices or requirements of the Municipal Authorities and to always upkeep and maintain any refuse or waste required by-laws or regulations laid down by the Authorities.
- j. Not to use or permit to be used on the Demised Premises for any illegal purpose
- k. Not to do or permit to be done anything on the Demised Premises which, will or may be or become a nuisance to the Owners or Occupiers of any property adjoining the said Demised Premises.
- l. To pay promptly to the relevant authorities all telephone, electricity, internet charges, water and Indah Water sewerage charges during the tenancy and to forward to the Landlord copies of all receipts in respect of the said payments within Seven (7) days of being requested to do so.
- m. That the Tenant shall at all times indemnify and keep indemnified the Landlord against all actions, proceedings, claims, costs, charges, expenses and demands in respect of any injury to the person or damage to the property of the family, guests, servants, visitor, invitees or licenses of the Tenant while in or upon the Demised Premises.
- n. That the Tenant shall not do or omit to be done any act or thing which may render void or voidable the insurance on the Demised Premises or the buildings on which the Demised Premises form part or whereby the premium of any such insurance may be liable to be increased and shall make good all damages suffered by the Landlord and shall on demand pay to the Landlord all expenses incurred by the Landlord in or about the renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord against the Tenant.
- o. That the Tenant shall keep clean the Demised Premises and the surroundings thereof.
- p. That the Tenant shall not bring or store or permit or suffer to be brought or stored on the Demised Premises or any part thereof arms, ammunitions or unlawful goods,

offensive substance, gun powder, saltpeter, kerosene or any combustible substance or any goods which in the opinion of the Landlord are of noxious or dangerous or hazardous nature.

- q. That the Tenant shall not assign or sublet in whole or any part of the demised premises thereof without the prior consultation and written approval by the Landlord. Consent shall not be unreasonably withheld or delayed herein provided always that such sub-tenancy is at all times regulated and governed by the terms, conditions and clauses as stipulated in the tenancy agreement and any terms and conditions as and when mandatory required between the Landlord and the Tenant. Such approval granted shall however not act as a waiver on part of the Landlord to exercise its rights as conferred upon by law as and when deem fit and necessary. In the event any governing terms and condition as stipulated herein is contravene or is breached by the sub tenant, then under such circumstances the Tenant shall be solely responsible and liable in all the breached aspect.
- r. That the Tenant shall be entirely responsible for the security of the Demised Premises and all goods and belongings kept therein.
- s. That the Tenant shall not use the Demised Premises or any part thereof for any reason whatsoever calculated to affect adversely the interest of the Landlord and shall observe such restrictions or use of the Demised Premises which the Landlord deem fit to impose.
- t. That any time during the two (2) months immediately preceding the expiry or early determination of this tenancy the Tenant shall permit intending tenants and others with written authority from the Landlord or its agents at reasonable notice to the Tenant to enter and view the Demised Premises and to allow the Landlord or appointed agent to display signage at the Demised Premises.
- u. That on the expiry or determination of this tenancy the Tenant shall yield up the Demised Premises and all fixtures, fastenings, matters and things in anywise belonging or appertaining in such good and substantial repair or shall be in accordance with the covenants of the Tenant herein before contained and with all locks and keys complete failing which the Tenant shall be liable for all loss, damage, costs and expenses, fines or penalties suffered by the Landlord.

- v. That the Tenant shall at his own costs and expenses restore the said Demised Premises to its original positions if any structural alterations or additions have been made, if so desired by the Landlord, at the expiry or sooner determination of the period of the tenancy, failing which the Landlord shall be at liberty to carry out such restoration and the costs and expenses thereof shall be borne by the Tenant and payable by the Tenant to the Landlord upon demand. In the event that such restoration shall not be completed upon the expiry of this tenancy, the Tenant shall pay to the Landlord rent for such extra days taken at the monthly rental as specified in Section 5 of the Schedule hereto.

- w. That in the event of the Tenant being in breach of the Tenant's covenants and agreement contained, all losses, damages, fines, penalties, costs and expenses whatsoever arising from or in anywise related to such said breach, including but not limited to the party-to-party the Landlord's client and solicitors legal costs in enforcing the Landlord's rights an evicting the Tenant, shall be borne and paid by the Tenant absolutely.

- x. If carrying out the renovation works on the Demised Premises and due compliance with all the conditions thereto, the Tenant shall: -
 - i. keep the Demised Premises clean and tidy and on completion of said renovation works to remove all waste and debris within maximum 48 hours and in the event of default by the Tenant the Landlord shall be entitled to carry out the same and all costs incurred thereby shall be payable on demand;
 - ii. carry out the said renovation works during normal business hours unless otherwise permitted by the Landlord, relevant authority or as per building management rules and regulations.
 - iii. Indemnify and keep indemnified the Landlord from and against all actions, claims, demands, losses, damages, costs and expenses which the Landlord shall or may be or become liable as a consequence of the said renovation works or of any acts or omission of the servants, or agents of the Tenant in carrying out the said renovation works.

- y. Should the Tenant desire to terminate the tenancy, the Tenant may only do so after the determined date. The Tenant may then give TWO (2) months' notice in advance, in respect of such termination or TWO (2) months' in lieu thereof.

- z. Should the Landlord desire to terminate the tenancy, the Landlord might only do so

after the determined date. The Landlord may then give TWO (2) months' notice in advance in respect of such termination or TWO (2) months' rent in lieu thereof.

5. **LANDLORD'S COVENANTS**

The Landlord hereby covenants with the Tenant as follows: -

- a. That the Tenant paying rents hereby reserved and observing and performing the agreements and stipulations on his part herein contained shall 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 during this tenancy the Landlord will hereof bear to pay and discharge all quit rent, assessment payable in respect of the Demised Premises.
- c. That the Landlord shall keep the roof and main structure including walls, floors and main drains and pipes in good and tenantable repair and condition including the repairing and the redecorating of any part thereof at such times, except where repairs become necessary as a result of any willful act or default of the tenant; and in such manner as the Landlord in Landlord's absolute discretion shall consider to be necessary **PROVIDED ALWAYS** that the Landlord shall not be liable for any loss or damage or injury caused by circumstances beyond its control, including any mechanical breakdown, power failure, negligence or willful misconduct on the part of the Landlord's employees or other person whatsoever.
- d. That the Landlord will on the written request of the Tenant made two (2) months but no earlier than three (3) months before the expiration of the term hereby created and if there shall not be at the time of such request any existing breach, non-observance of any of the covenants on the part of the Tenant hereinbefore contained or the Landlord has no intention to sell or otherwise dispose of the Demised Premises at the expenses of the Tenant grant to the Tenant a tenancy of the Demised Premises for a further term of a duration specified in **Section 8 of the Schedule** hereto commencing immediately form the expiration of the said term at a rent to be mutually agreed upon but otherwise containing the like covenants and provision as are herein contained with the exception of the present covenants for renewal.
- e. In determining the mutually agreed rent for the further term and in the event of any

increase, the Landlord shall increase not more than 20 % (TWENTY percent) of rental rate at the time. This renewal option shall become null and void if the rental rate cannot be agreed by both parties within thirty (30) days and the Landlord shall thereafter be entitled to vacant possession of the said Demised Premise. The existing rental at the time subject in all other respect to the same conditions and covenants as are herein contained save and except this clause for the renewal of this tenancy.

- f. If the Tenant fails to yield up peacefully the Demised Premises upon the early determination or expiry of the Tenancy, the Tenant shall be chargeable, at the Landlord's option and until the Tenant delivers to the Landlord possession of the Demised Premises, with double the rent then payable to the Landlord for the Demised Premises. Acceptance of such rental shall not prejudice the Landlord's rights and remedies to recover possession of the Demised Premises from the Tenant.
- g. To refund the Security Deposit and Utility Deposit free of interest to the Tenant upon the expiry of this tenancy or the lawful termination of this Agreement and upon delivery of vacant possession of the Demised Premises to the Landlord in accordance with the terms of this Agreement **PROVIDED ALWAYS** that the Landlord shall be at liberty to deduct there from such sums or sums as may be required to cover all arrears of rent, water, electricity, Indah Water and telephone bills (if any) and the cost of carrying out repair or painting of the Demised Premises (if required).
- h. The Landlord shall be entitled to sell the Demised Premises at any time during the tenancy term and during extended term.

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 be unpaid for fourteen (14) 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 composition) 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 at any time thereafter terminate this agreement immediately; and 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. Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right of action against the Tenant in respect of any breach of any of the Tenant's obligations hereunder.
- c. In case the Demised Premises or any part thereof shall at any time during this tenancy be destroyed or damaged by fire, lightning, riot or civil commotion tempest of other unforeseen cause so as to become unfit for occupation and use then the Landlord shall not be bound or compelled to rebuild or reinstate the same unless the Landlord in its discretion think fit; in the event of the Landlord deciding to rebuild and reinstate the Demised Premises then (provided the moneys payable under any policy of insurance effected by the Landlord shall not have become irrecoverable through any act or default of the Tenant or any other tenant or occupiers of the Demised Premises) the rents and other payments hereby reserved or a fair and just proportion of the same according to the nature and extent of damage sustained shall be suspended and ceases to be payable and the Tenant shall peacefully surrender, vacate, leave and yield up to the Landlord possession of so much of the Demised Premises as shall have been destroyed until the Demised Premises shall have been again rendered fit for occupation and use; in the event of the Landlord not deciding to rebuild and reinstate the Demised Premises then the rents hereby reserved shall cease and the term hereby created shall determine from happening of such destruction or damage as aforesaid and the Tenant shall peacefully surrender, vacate, leave and yield up to the Landlord possession of so much of the Demised Premises as shall not have been destroyed.
- d. 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.

- e. The Landlord shall not liable for any damage to any goods, furniture and fittings in or upon the Demised Premises caused by any leakage or overflow due to any defect or want of repair of fire fighting systems and/or water and/or sanitary installations in the Demised Premises or otherwise.
- f. Any indulgence given by the Landlord shall not constitute a waiver of or prejudice the Landlord's rights herein this agreement contained.
- g. If any of the rentals or any of the above covenants shall be required to be recovered or performed through any process of law and if any advocate and solicitor is employed for the purpose, the Tenant shall pay to the Landlord the Landlord's solicitors fees (on a solicitor and client basis) and any other costs and expenses incurred in through any process of law or otherwise by the employment of an advocate and solicitor as aforesaid.
- h. It is hereby agreed and confirmed that nothing herein contained shall give either party the right to determine this agreement before the expiry of the term herein created save and except for the provision of clause 6 herein or elsewhere in the agreement.
- i. The Landlord shall be entitled to impose interest on all overdue rental calculated daily at the rate of 1.5% per month, commencing on the first (1st) day after the expiry of the seven (7) days after the due date until full and final realization thereof (before as well as after judgment, if any)

7. TIME BEING THE ESSENSE OF THIS AGREEMENT

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

8. FEES

All stamp duty, registration fee (if any), and other expenses pertaining to the preparation of this tenancy agreement shall be borne and paid absolutely by the Tenant.

9. **ADDITIONAL EXPRESS CONDITIONS**

The parties hereto expressly covenant and agree that the tenancy herein created shall in addition to the terms and conditions herein provided be further subject to the special express conditions set out in **Section 9 of the Schedule** hereto and in the event of any conflict discrepancy or variance the special express conditions set out in **Section 9 of the Schedule** shall prevail.

10. **NOTICE**

Any notice requiring to be served hereunder shall be in writing and shall be sufficiently served on the Tenant if delivered or forwarded to the Tenant by prepaid registered post or left at the Tenant's last known address and shall be sufficiently served on the Landlord by registered post. Any notice sent by registered post shall be deemed to have been served at the time of posting of the notice.

11. **SCHEDULE**

The Schedule hereto shall be taken, read and construed as an essential part of this Agreement.

12. **INTERPRETATION**

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

- a. Words importing the masculine gender shall be deemed to include the feminine and neuter gender;
- b. Words importing the singular number shall include the plural and vice versa.
- c. Words applicable to natural persons only shall include any body or persons, firm or partnership corporate or unincorporated;
- d. 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;

- e. The headings are inserted for convenience of reference only and shall not affect the construction of this Agreement.

13. **SUCCESSORS BOUND**

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

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

SIGNED by Landlord

Name :

Passport No :)

In the presence of : -

Name :

NRIC No :)

SIGNED by Tenant

Name :

Passport No :)

In the presence of : -

Name :

Nric No :)

Set of keys :- _____

Water reading :- _____

Electricity reading :- _____

Others :- _____

SCHEDULE
(Which is part of this Agreement)

Section No.	Item	Particulars
1 (a).	The Landlord	Name: Nric No: H/P:
1 (b).	The Tenant	Name: Nric No: H/P: Address:
2.	Demised Premises	Address:
3.	Period of Tenancy	(1) year
4 (a).	Commencement Date	
4 (b).	Determination Date	
5.	Monthly Rental of Demised Premises	RM 3000.00
6.	Deposits :- i. Security Deposit:- (1 months) ii. Utility Deposit:- (Water/Electricity)	RM 3000.00 RM 000.00
7.	Usage of Demised	Residential Use Only

8.	Renewal Term	One (1) year (-)
9.	Special Condition	
<p>a. Landlord reserve the right to disconnect utility to the premise if utility are not paid for more than two months; if the outstanding utility amount has exceeded the utility deposit as stipulated in Section 6(ii) of the Schedule</p> <p>b. Tenant to bank-in monthly rental to Landlord's account via</p> <p>Bank account no:</p>		