

**Dated This 1<sup>st</sup> Day of May, 2023**

**BETWEEN**

**THAM MEI FOONG  
(LANDLORD)**

**AND**

**AZLINA BINTI AKBAR KHAN  
H/P NO: 018-982 1500, 011-2345 0986  
(TENANT)**

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**TENANCY AGREEMENT**

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**PREMISES ADDRESS:**

**61B-16-10 Shineville Garden,  
Solok Thean Teik 1,  
Farlim, 11500,  
PENANG.**

**TENANCY AGREEMENT**

**AN AGREEMENT** is made on the Date stated in **Section 1** of the First Schedule hereto between the party Whose Name and Description are stated in **Section 2** of the First Schedule hereto (hereinafter called "**the Landlord**") of The one part and the party Whose Name and Description are stated in **Section 3** of the First Schedule hereto (hereinafter called "**the Tenant**") of the other part.

**WHEREAS** the Landlord is Beneficial Owner of the Premises Described in **Section 4** of the First Schedule hereto (hereinafter called "**the Demised Premises**").

**WHEREAS** the Landlord is desirous of letting and the Tenant is desirous of taking the said Demised Premises upon the Terms and Conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED** as follows:-

1. The Landlord lets and the Tenant takes a Tenancy of the Demised Premises **TO BE HELD** by Tenant for a period as specified in **Section 5** of the First Schedule from the Date of Commencement to the Date of Expiration as specified in **Section 6** of the First Schedule at the Monthly Rental as specified in **Section 7** of the First Schedule Payable In Advance.
2. The Tenant shall pay to The Landlord **One Month (01) Rental Deposit** in the Sum as provided in **Section 8** of the First Schedule (the receipt of which Sum the Landlord hereby acknowledge) as Security for the due observance and performance by the Tenant of the Stipulations, Terms and Conditions of this Agreement. The Said Sum shall not be utilized for the payment of the Monthly Rental due for any Month and the same shall be returned to the Tenant without interest upon the determination of the term hereby created subject always to any lawful deduction if any non observance of the Term or Condition as stipulated herein.
3. The Tenant shall upon the execution of this Agreement pay to the Landlord the sum as specified in **Section 9** of the First Schedule as **Deposit for Electricity, Water, Indah-water and One (01) Car Park Tag and Two (02) Lift Tags**. The Said Sum (less such charges as may then be payable by the Tenant under this Agreement) shall be refunded without interest to the Tenant on the termination of this Tenancy subject to any lawful deduction if any.
4. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:-
  - (a) To pay the reserved rent punctually on the **1<sup>st</sup> day** of each calendar month and not later than 7<sup>th</sup> day of each calendar month.
  - (b) To pay and discharge all Charges and outgoings from the Commencement of this Tenancy in respect of Water, Electricity, Telephone and other Utilities supplied to or consumed within the Demised Premises and all Charges for Conservancy Sewage (IWK) and refuse removal;
  - (c) To use the Demised Premises for the purpose specified in **Section 10** of the First Schedule only;

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Owner(s)	Tenant(s)
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- (d) To keep the interior of the Demised Premises and the Fixtures, Fittings and Furniture (therein in good and tenantable repair and condition (reasonable wear and tear and damage by fire or tempest excepted);
- (e) To permit the Landlord and his duly Authorized Agents at all reasonable times to enter upon the Demised Premises and to view the conditions thereof. PROVIDED THAT the Landlord gives the Tenant One (01) Day prior written notice stating the Landlord's intention to do the same. The Landlord may serve upon the Tenant Notice In Writing specifying any repair or work necessary to be done or replacement necessary to be made to comply with the Tenant's covenants to repair herein contained and require the Tenant forthwith to execute such repairs of work or made such replacement and if the Tenant shall not within Seven (07) Days 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 Demised 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. Provide Always that such repairs and damages arise out of neglect or misused by the Tenant while in occupation.
- (f) Not to assign, sublet or part with possession of the Demised Premises or any part thereof without the previous consent in writing of the Landlord First had and obtained;
- (g) Not to make or permit to be made any alteration or partitions in or additions to the Demised Premises or to the Fixtures, Fittings and decorations without the previous consent which shall not be unnecessarily withheld in writing of the Landlord first had and obtained;
- (h) In any alterations or additions or partitions are made to the Demised Premises with the written consent of the Landlord, the Tenant shall at his own costs reinstate the Demised Premises to its original conditions at the expiration or sooner termination of this Tenancy if so requested by the Landlord but if no request is made the Tenant shall not remove any alterations or additions or partitions made to the Demised Premises and shall not be entitled to any payment from the Landlord;
- (i) Not to do or permit or suffer to be done on the Demised Premises anything which may become a nuisance or cause annoyance damage to or in any way interfere with the quiet occupation and comfort of any other adjoining occupiers or the neighborhood;

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Owner(s)	Tenant(s)
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- (j) Not to do or permit or suffer to be done anything whereby the Policy or Policies Of Insurance on the Demised Premises or on the Property against damage by fire may become void or voidable or whereby the premiums thereon may be increased and to make good all damage suffered by the Landlord and try to repay to the Landlord on demand all Sums paid by him by way of increased premium and all expenses incurred by the Landlord in any 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;
- (k) Not to do or permit or suffer to be done upon the Demised Premises anything which will or may infringe or contravene any law, by-laws or regulations made by Government the Local Council or other competent authorities affecting the Demised Premises;
- (l) Not to use the Demised Premises for any unlawful or immoral purpose;
- (m) To indemnify and keep indemnified the Landlord against summonses actions proceedings claims and demands costs damages and expenses which may be levied brought or made against him or which he may pay sustain or incur by reason of any act or omission of the Tenant in the use of the Demised Premises by the Tenant;
- (n) The Tenant shall permit the Landlord during the Two (02) Months immediately preceding the determination of the Tenancy to permit persons with written authority from the Landlord or his Agent at reasonable times of the day view the Demised Premises;
- (o) Not to store or bring upon the Demised Premises arms, ammunition or unlawful goods, gunpowder, saltpeter or any explosive or combustion substance in any part of the Demised Premises;
- (p) Not to install or caused to be installed in the Demised Premises any Heavy Equipment or Electrical Appliances consuming high voltage without the prior written consent of the Landlord first had and obtained;
- (q) At the expiration or sooner determination of this Tenancy to peaceably surrender and yield up to the Tenant the Demised Premises in good and substantial repair and condition in accordance with the foregoing covenants;
- (r) To comply at all times during the said term with all statutory and other requirements for ensuring the health safety and welfare of the persons using or employed in or about the Demised Premises or any part thereof;
- (s) To comply with all obligations imposed by and do and execute or cause to be done and executed all such works acts deeds matters and things as are necessary under or by Virtue of any Act or Acts of Parliament for the time being in force or shall be properly directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof by the Tenant or occupier and at all times to keep the Landlord indemnified against all claims demands and liability in respect thereof.

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**5. THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:-**

- a. To pay all Quit Rent and Assessment Imposed on and payable in respect of the Demised Premises other than those expressly covenanted to be paid by the Tenant herein;
- b. That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations on his part herein contained shall peacefully hold and enjoy the Demised Premises during the term hereby granted without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord; and
- c. To insure and keep insured throughout the continuance of this Tenancy the Demised Premises from loss or damage by fire and to pay all premiums thereon.

**6. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED BY THE PARTIES HERETO as follows:-**

- (a) If the Rent hereby reserved or any part thereof shall at any time be unpaid for **Fourteen (14) Days** after the same shall have become due (whether formally demanded for or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the conditions on the part of the Tenant herein contained.
- (b) Any notice required to be served hereunder shall be in writing and shall be sufficiently served on the Tenant if Addressed to the Tenant and left at or sent by Registered Post to the Demised Premises and shall be sufficiently served on the Landlord if Addressed to the Landlord and left at or sent by Registered Post to his Address as stated herein or to his last Known Address.
- (c) In the event the Demised Premises or any part thereof shall be damaged or destroyed by fire or other risks so as to render the Demised Premises unfit for use (except where such fire or other risks has been caused by the default or negligence of the Tenant or his servants or agents) the rental or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall again be rendered for occupation and use PROVIDED THAT in the event of total destruction of the Demised Premises the Tenant shall be entitled to summarily terminate the Tenancy. The Landlord shall not be bound to reinstate the Demised Premises. If the Landlord shall decided not to reinstate the Demised Premises which decision shall be made between 30 days of happening of the damage or destruction of the Demised Premises subject to payment (if any) of any proportioned amount of Rental that maybe payable for the use of the Demised Premises from date of happening of the damage or destruction to the date when the Tenant ceases to occupy the undamaged portion of the Demised Premises;

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Owner(s)	Tenant(s)
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- (d) The costs of and incidental to this Agreement including the Solicitors' fees and stamp duty shall be paid by the party and in the manner specified in **Section 11** of the First Schedule.
- (d) This Tenancy Agreement shall be binding upon successors in title, assigns, the personal representatives, heirs and permitted assigns of the parties hereto respectively.
- (e) The **First Schedule** and the Addendum (if any) annexed hereto shall be taken read and construed as an essential part of this Agreement.
- (f) Should there be any inconsistencies or conflict or variance between the provisions of this Agreement and the Terms and Conditions set out in the Addendum hereto shall prevail.
- (g) In this Agreement where the context so admits:-
  - (i) words importing the masculine gender only include the feminine and neuter genders ;
  - (ii) words importing the singular number only include the plural number and vice versa ; and
  - (iii) words applicable to natural persons include any company or corporation.

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

**SIGNED** by the Landlord )  
In the presence of :- )  
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**THAM MEI FOONG**

**SIGNED** by the Tenant )  
In the presence of :- )  
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20/04/2023

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**AZLINA BINTI AKBAR KHAN**

**THE FIRST SCHEDULE**

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

1.	The Date of this Agreement	<b>1<sup>st</sup> Day Of May, 2023</b>
2.	Name and Description of the Landlord	<b>THAM MEI FOONG NRIC NO: 810430-07-5518 61B-16-10 Shineville Garden, Solok Thean Teik 1, Farlim, 11500, <u>PENANG</u>. H/P NO:</b>
3.	Name and Description of the Tenant	<b>AZLINA BINTI AKBAR KHAN NRIC NO: 970518-07-5208 Block F-2-5 Taman Nusantara, Jalan Makloom, 10150, Georgetown, <u>PENANG</u>. H/P NO: 018-982 1500, 011-2345 0986</b>
4.	Particulars and Description of the Demised Premises with One fixed car park at Lot No: 3-23	<b>61B-16-10 Shineville Garden, Solok Thean Teik 1, Farlim, 11500, <u>PENANG</u>.</b>
5.	Period of Tenancy	<b>One (01) year (Option to renew)</b>
6.	Date of Commencement  Date of Expiration Hand-over House keys	<b>1<sup>st</sup> May, 2023  30<sup>th</sup> April, 2024 20<sup>th</sup> April, 2019</b>
7.	The monthly rental	<b>Ringgit Malaysia Eight Hundred (RM800.00) only (Inclusive Of Maintenance Fee).</b>
8.	One (01) month(s) Rental Deposit	<b>Ringgit Malaysia Eight Hundred (RM800.00) only.</b>
9.	a) Deposit for Electricity And Water (RM400.00)  b) One (01) Car Park Card And Two (02) Lift Tags (RM150)  c) Indah-water advance payment (RM120.00) for One year and is not refundable	<b>Ringgit Malaysia Four Hundred (RM400.00) only.  Ringgit Malaysia One Hundred And Fifty (RM150.00) only  Ringgit Malaysia One Hundred And Twenty (RM120.00) only.</b>
10.	Use of Demised Premises	<b>For Residential used only (Not for homestay).</b>
11.	Agreement and Stamp duty, if any	<b>To be paid by both parties</b>

## THE SECOND SCHEDULE

(This Second Schedule is to be taken read and construed as an essential part of this Agreement)

### SPECIAL CONDITIONS

1. In the event the Tenant terminates this Agreement prior to the **30<sup>th</sup> April, 2024** for any reason whatsoever, the Landlord shall be absolutely entitled to forfeit the said Deposit as provided in **Section 8** of the First Schedule the sum of Ringgit **Eight Hundred (RM800/-)** being one month deposit and without prejudice to the rights of action by the Landlord in respect of any other breaches of covenants herein contained.
2. In the event if the Landlord terminate the Tenancy before the expiration of the contract, the Landlord shall give **ONE (01) month(s)** advance notice in writing and the Landlord shall refund the full deposit as specified in **Section 8, Section 9a and Section 9b** of the First Schedule to the Tenant.
3. If the Tenant is not in breach of any of the covenants herein the Tenant shall have the option to renew the tenancy hereby created for a further term of **One (01) year(s)** commencing from the date of expiration of the present term by giving notice to the Landlord **One (01) month(s) Notice** before the expiration of the tenancy upon the same terms and conditions except the present covenant for renewal at the new rental to be negotiated.
4. At the expiration or sooner determination of this Tenancy to peaceably surrender and yield up to the Landlord the Demised Premises in a clean and clear up all the debris or unused belongings in a good condition.

#### Owner's Bank Account Details:

**Name: THAM MEI FOONG**

**Banker: Public Bank Berhad**

**Bank A/C No: 4910 04 1020**

Please pay the rental on or before the **1<sup>st</sup> day** of each month to the above bank account. Once bank-in the rental, please whatsapp or call the owner to confirm your payment. Thanks.

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Owner(s)	Tenant(s)
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