

Date: [REDACTED]

[REDACTED]

**("Landlord")**

**AND**

[REDACTED]

**("Tenant")**

-----

**TENANCY AGREEMENT**

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**DEMISED PREMISES:**

[REDACTED]

# TENANCY AGREEMENT

**THIS TENANCY AGREEMENT** is \_\_\_\_\_ the day \_\_\_\_\_ year as \_\_\_\_\_ in Section 1 of the First \_\_\_\_\_ hereto \_\_\_\_\_ the party(s) whose \_\_\_\_\_ are stated in Section 2 of the First \_\_\_\_\_ hereto (hereinafter \_\_\_\_\_ to as "**the Landlord**") of \_\_\_\_\_ one part and the \_\_\_\_\_ (s) whose name(s) and \_\_\_\_\_ (s) are stated in Section 3 of the First \_\_\_\_\_ hereto ( \_\_\_\_\_ referred to as "**the Tenant**") of the \_\_\_\_\_ part. (The \_\_\_\_\_ and Tenant are \_\_\_\_\_ and collectively \_\_\_\_\_ to as "**the Parties**").

## RECITALS:-

**A)** Whereas the \_\_\_\_\_ is the \_\_\_\_\_ owner of all that \_\_\_\_\_ /parcel of \_\_\_\_\_, the \_\_\_\_\_ of which are more \_\_\_\_\_ stipulated in \_\_\_\_\_ 4 of the First \_\_\_\_\_ hereto (hereinafter \_\_\_\_\_ to as "**the Demised Premises**").

**B)** \_\_\_\_\_ the Landlord \_\_\_\_\_ agreed to let and the \_\_\_\_\_ has agreed to \_\_\_\_\_ a tenancy of the \_\_\_\_\_ Premises.

**NOW IT IS HEREBY AGREED BY THE PARTIES** as follows:-

## 1 TENANCY

In \_\_\_\_\_ of the mutual \_\_\_\_\_ and \_\_\_\_\_ herein contained, the \_\_\_\_\_ hereby agrees to let and the Tenant \_\_\_\_\_ agrees to rent the \_\_\_\_\_ Premises for the \_\_\_\_\_ as provided in Section 1 of the \_\_\_\_\_ Schedule hereto (hereinafter referred to as "**the Term**") \_\_\_\_\_ on the date as provided in Section 2 of the Second \_\_\_\_\_ hereto (hereinafter \_\_\_\_\_ to as "**the Commencement Date**") and \_\_\_\_\_ on \_\_\_\_\_ date as provided in Section 3 of the Second \_\_\_\_\_ hereto ( \_\_\_\_\_ referred to as "**the Expiry Date of the Term**") for an \_\_\_\_\_ monthly \_\_\_\_\_ payment ( \_\_\_\_\_ and \_\_\_\_\_ referred to as "**the Rent**") as stated in \_\_\_\_\_ 4(a) of the Second \_\_\_\_\_ hereto payable in \_\_\_\_\_ with Clauses 3

## 2 EFFECTIVE DATE

The \_\_\_\_\_ hereby \_\_\_\_\_ shall be \_\_\_\_\_ from the Commencement Date \_\_\_\_\_ of the date of this \_\_\_\_\_ or actual date of \_\_\_\_\_ by the \_\_\_\_\_ hereto ("**Tenancy**").

## 3 RENT

3.1 The monthly \_\_\_\_\_ of the Rent \_\_\_\_\_ the first \_\_\_\_\_ shall be made by the \_\_\_\_\_ to the \_\_\_\_\_ upon or \_\_\_\_\_ the Commencement Date and the \_\_\_\_\_ monthly rents \_\_\_\_\_ be \_\_\_\_\_ in \_\_\_\_\_ with the terms of \_\_\_\_\_ as stipulated \_\_\_\_\_ Sections 4(b) of the \_\_\_\_\_ Schedule hereto ("**Payment Date**"), \_\_\_\_\_ formally \_\_\_\_\_ or not.

## 4 DEPOSITS

4.1 The \_\_\_\_\_ shall pay to the \_\_\_\_\_ the sum of \_\_\_\_\_ stated in Section 5(a) \_\_\_\_\_ Section 5(b) of the Second \_\_\_\_\_ hereto \_\_\_\_\_ or before \_\_\_\_\_ of this \_\_\_\_\_.

4.2 The sum of \_\_\_\_\_ as stated in Section 5(a) of the \_\_\_\_\_ Schedule hereto \_\_\_\_\_ be treated as \_\_\_\_\_ of \_\_\_\_\_ deposit in \_\_\_\_\_ of the \_\_\_\_\_ hereby \_\_\_\_\_ for the due \_\_\_\_\_ and \_\_\_\_\_ by the \_\_\_\_\_ of all or any of the \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_ of the Tenant herein \_\_\_\_\_ ( \_\_\_\_\_ referred to as "**the Security Deposit**"). The \_\_\_\_\_ shall be \_\_\_\_\_ (but not obligated) to \_\_\_\_\_ the Security \_\_\_\_\_ or any part thereof as \_\_\_\_\_ of any \_\_\_\_\_ Rent or sums \_\_\_\_\_ by the Tenant upon \_\_\_\_\_ of the term under this \_\_\_\_\_.

4.3 The sum of \_\_\_\_\_ as stated in \_\_\_\_\_ 5(b) of the Second \_\_\_\_\_ hereto shall be \_\_\_\_\_ as utility deposit in \_\_\_\_\_ of the \_\_\_\_\_ hereby \_\_\_\_\_ as security for the \_\_\_\_\_ and \_\_\_\_\_ payment by the \_\_\_\_\_ of all maintenance \_\_\_\_\_ charges and \_\_\_\_\_ charges used \_\_\_\_\_ or \_\_\_\_\_ by the Tenant in the \_\_\_\_\_ Premises to the relevant \_\_\_\_\_ (hereinafter \_\_\_\_\_ to as "**the Utility Deposit**"). The \_\_\_\_\_ shall be \_\_\_\_\_ (but not \_\_\_\_\_) to \_\_\_\_\_ the Utility \_\_\_\_\_ or any part \_\_\_\_\_ to pay any \_\_\_\_\_ utility bills \_\_\_\_\_ by the Tenant \_\_\_\_\_ this Agreement.

- 4.4 The Security and the Utility shall and be referred to as "**the Deposits**" and, to the rights under sub-Clauses 4.2 and 4.3, shall not prior written of the Landlord be as of the Rent, or utility charges or any part thereof. possession of the Premises has been up to the to the Landlord's to Clause 9 herein and the providing the Landlord with the latest for all utility and supplied to the Demised, the or any part less such sum as then be to the in respect of any breach by the as herein shall be to the Tenant free of interest days the date the Tenant yields of the to the and the with the latest for all, sewerage. In the that the are to be due to which include but not to those in Clause 9, the shall be by the free late-payment pending the of dispute between the and the on the exact to be deducted from the the Tenant to the deduction of the, the shall return the Deposits free late-payment to the Tenant days from the of receipt of the Tenant's notice to agree the deduction of the
- 4.5 The shall be at the sums and if the or any of the Deposits are for the of any sums under this or to be top-up due to of rent on term, the shall within days the date of notification by the deposit with the such sum as in the

## 5 TENANT'S COVENANTS

- 5.1 The Tenant hereby with the Landlord as follows:-
- 5.1.1 to and with all, and affecting the Demised or the use of the Premises in with the (as defined herein) are now in or may hereafter be ;
- 5.1.2 to in the Tenant's and at its own and all gadgets, wiring, cables, and as the may require to pay for all charges incurred by the of the to the ;
- 5.1.3 to pay for all charges due and for , services or or consumed or to the Demised utilised by the and any in the rates during the of this hereby created any renewal (if any);
- 5.1.4 upon of the, to forward to the of the latest from Appropriate for of the utilities as stated in sub-clause 5.1.3 in respect of charges used and by the Tenant in the Premises;
- 5.1.5 to pay to the the in the and at the as stated ;
- 5.1.6 to use and the Demised Premises for as stated in 6 of the Second hereto only (hereinafter to as "**the Permitted Use**");
- 5.1.7 to permit the or its with or workmen or at all times to the Demised to take of the Landlord's and thereon and to the thereof and the of of the Demised and to any structural and/or and/or other and works as the may fit;
- The may time to serve upon the notice in specifying any work or repairs to be done is the of the under the terms and conditions herein and the Tenant to the and if the shall not within days after the of notice proceed and in a with the of such work or then the shall the to enter upon the Premises and such work or at the sole of the and such shall be from the Security and any which is not to pay the costs constitute a debt due the Tenant shall be paid by the to the Landlord. of the, the shall not at time be to carry out the work or for the ;

5.1.8 upon prior notice of the permit the its agents or to enter the Premises at hours to and in and through the Demised all such , and for the may from time to time to be laid, in and led the Demised Premises for the of , and all or any of the said , , and pipes;

5.1.9 to keep the and so as the shall in or of the Demised Premises, the of the Demised Premises including the flooring and interior or other material or on clean condition, thereto in tenantable repair and order and and to make any or to the Premises or any part or any of the items and to repair and replace all and in the and clear any .

If any is caused to the or to any whomsoever or through the said damaged of any of the interior of the Demised Premises ( flooring, and of the Landlord's fixtures) the shall be wholly responsible and shall fully the Landlord all claims, and legal that may be the by any person in thereof.

In the event the refuses or neglects for any whatsoever to the Demised in good tenantable , working and and to good to the of the any or breakage to the Demised Premises, the hereby the right to out the said repairs and at the costs of the and costs be from the Deposit and outstanding which is not to pay off the costs shall a debt from the shall be paid by the Tenant to the . Notwithstanding of the , the shall not at any time be to carry out the aforesaid and works for the ;

5.1.10 to notify the of any defect or in or on the Demised caused by the circumstance the or not attributable to the and for which the is made under this ;

5.1.11 to and keep the in full against all or claims actions suits proceedings orders costs and of any nature which the may suffer or incur in with or arising the use of Demised or any part thereof or to the Demised or any thereof;

5.1.12 to and keep the in full and all loss and damage to the Premises caused or indirectly by the its servants or and in but not to the of the foregoing directly or by the use or of water or of the ;

5.1.13 to and keep the Landlord all , , costs ( legal on clients basis) and for any caused to any by reason of any default or of the Tenant or its / or the of the herein or any of imposed by the with any statute, by-laws, or any other imposed Premises; or authorities or any of the at the

5.1.14 to up the services of the with the service in to the and Premises but not to , and ;

5.1.15 to obtain and at the own costs expense all and consents and licences, , other the Demised of the municipal , in respect of the Use of the Demised ;

- 5.1.16 on or sooner of the herein created the shall at  
the own and to paint and good the Premises to its  
original and to the of the , in accordance Clause  
9 herein, prior consent been from the ; and
- 5.1.17 on or sooner of the Tenancy created, the shall  
remove the said any of any found in Demised  
including all the goods, plants , and of  
the and such , the may off the in such  
as the deems fit having to to the any proceeds  
or liable to the in any manners
- 5.2 The Tenant SHALL NOT at any during the of the hereby created:-
- 5.2.1 use the Demised or any part for any , or  
and in addition , the shall not any  
and provide any services the sale of and other  
in or in the of the Demised Premises;
- 5.2.2 assign, or part with the possession of the of the  
or any part thereof prior written by the ;
- 5.2.3 make major or alteration or in or to the  
Premises or any thereof, without consent by the ;
- 5.2.4 keep or to be on the Demised Premises or part thereof any arms,  
or goods or any substance or any which in the  
opinion of the are of a or or nature or of  
a the of which may and/or any law, bye-  
law, local or regulation or the is or might be to ,  
fine and/or or in of which an increased of insurance may  
be for any insurance out on the Premises or the in  
of which may void or ;
- 5.2.5 allow the said or any thereof to be as or for  
any and not to to harbour in the said any who are  
illegal or ;
- 5.2.6 do or to be done upon the Premises or part anything which  
may be a or to or in any way with quiet and  
of the or of neighbouring ;
- 5.2.7 use the Premises or any thereof for on any or  
which an unreasonable of or of any sort  
in or outside the Premises and not place or in the or  
passages or of the any or or obstruct  
the same;
- 5.2.8 cause or or suffer to be any , , , or  
to the , , , or in and  
the said and the shall at the costs and cause  
all remedial and repairs to be without any from the ;
- 5.2.9 with or any or connected or in or to  
Demised ;
- 5.2.10 affix or exhibit or to be affixed or upon the Demised Premises or part  
of the any or placard or sign or  
otherwise except as shall be for the trade or in  
accordance with the Use that this clause shall not to such  
as the may be by to affix or and  
that any such advertisement or as aforesaid shall comply the  
of relevant and/or with any and/or  
and/or for the time in force relating ;
- 5.2.11 do whereby any of the Demised Premises fire may be  
void or or whereby the for any such may liable  
to be and make good all suffered the in  
of any breach or of this and shall on pay

to the any increased and all incurred by Landlord  
in or any of such or rendered by a or non-  
of this without to the other of the ; or  
5.2.12 use the Demised or any thereof in of any

## 6 LANDLORD'S COVENANTS

6.1 The Landlord hereby with the as follows:-

6.1.1 to permit the Tenant to quietly the Demised during the hereby  
created any renewal (if ) any interruption by Landlord or  
any person under or in for the Landlord that the shall  
paying the Rent and and all the  
and on its hereinbefore ;

6.1.2 to the main , external and roof of the in good and  
repair and ; and

6.1.3 that the hereby , the shall bear, and all  
quit and assessment on and by the on his to do so  
in respect of the

## 7 MUTUAL COVENANTS

7.1 Without to the of the arising from of the Rent or breach  
of any herein or in law by the or any due unpaid by the  
on the due , the Landlord at the absolute impose late  
of per annum on the moneys on a basis from the  
date the monies due the moneys with is paid to the in full.

7.2 Landlord be entitled to such owed with from the  
as if such were in . Nothing in this shall be to or  
any right, or of the in of such

7.3 In the that the desires to this Agreement at any before the  
of the term created, the Tenant be to pay the rental of  
unexpired terms, the Deposits as in Section 5(a) of Second hereto  
shall be by the and the Deposits as stated in Section 5(b) of the  
hereto shall be subject to all the  
and other in respect to the premise  
before the (if any) is to the

7.4 If the Tenant be desirous of the of the Demised after expiration of  
the term created, it shall have the to do so provided it notifies the Landlord in  
of desire at least months such and the upon receipt  
of such notice shall to the Tenant a term and as in Section 7 of the  
to effect from the of the term granted at the monthly as  
stated in Section 7 of the Schedule and in all respects to the same as  
are herein save and except for this for PROVIDED THAT there shall not  
at the of such by the be any breach or by the  
herein and the has paid the and other hereby

7.5 In the event the Tenant vacates or the Demised Premises the of  
the term or term as the may be, the shall be to  
treat such or as a of the Tenancy created and to  
this , in event the of as in  
shall

7.6 the subsistence of this , the shall be at its discretion to  
sell, and/or lease the Premises to any (hereinafter to as  
"the Third Party") in event the shall upon of a written from the  
of such sale, transfer, or lease, agree to an of all the and of  
the in this Tenancy in favour of the Party the same and  
of this Tenancy

## 8 DETERMINATION OF TENANCY

- 8.1 The Landlord and the Tenant expressly agree that:
- 8.1.1 if the monthly due or any part formally shall be in and at any after or not;
- 8.1.2 if the Deposit 5(a) and are not 5(b) of the and or not Schedule at the by the stipulated in in accordance with this ;
- 8.1.3 if any of the of the Tenant , obligations, stipulations, contained not be punctually or on the part ;
- 8.1.4 if the shall a or shall a order against it or shall go into or if order is made it or is for the winding-up of the Tenant ( than for the of or ) (as );
- 8.1.5 if the shall any for the of or into or with its (as );
- 8.1.6 if the is to pay its debt the of the Act 2016 for the time in force in (as applicable); or
- 8.1.7 if Tenant any distress or proceedings to be the or on its .
- then in any one or of such , the shall the Premises , reimburse the for all and any caused to the Premises. In the where the do not the Demises after the the Tenant is to pay rent possession is up as per 28(4)(a) Civil Law Act 1956 and for all legal fees by the to enforce this . It shall be for the at (s) thereafter to determine this notice in writing to the and the shall be at liberty into and upon the Demised or any thereof and this shall be and it shall also be for the at the cost of the to remove the of the Tenant in the Demised and the expressly that under such , the shall at any time be for any of the goods.
- Upon of the by the , the Deposit Sums be and this shall be deemed and of no effect save and for any

## 9 YIELDING UP OF DEMISED PREMISES

- 9.1 Upon or sooner of the Tenancy created any thereof, the shall at its own yield up the of the Demised together with the thereto (other than Tenant's as belong to Tenant) in good and and excepted, in with the herein . agreed by the in , the Tenant reinstate the Premises to its state and and to all rubbish or other materials the Demised Premises at its own and and thereafter and quietly the Demised to the .
- 9.2 prior to the up of the Premises at the or sooner of the hereby including any thereof, a inspection of the Demised shall be to determine the and of the .
- 9.3 The shall be to utilise the or any thereof to the or to replace any of the to the same in its original and

## 10 DAMAGE AND DESTRUCTION

- 10.1 If at any during the of the hereby including any thereof (if any), the Demised or any part shall be or by fire, , riot or civil or or other causes not to the act or of the so as to unfit for and/or use, the to pay the shall be and to be from the on which the

- Demised or any thereof shall unfit for use and/or and until  
 Demised shall have again fit for and
- 10.2 In the the Demised or any thereof shall be for and/or use  
 to Clause 10.1 for more than days, then in such the Tenant  
 be to serve upon the to forthwith this and this  
 will on the date in the said but without to the  
 rights and of either hereto in of any breach by the Party  
 hereto of its herein contained.
- 10.3 Upon termination, the shall a refund of any rent paid by  
 the to the and a return of the or part to the in  
 accordance Clause 4.4 and the shall up the Demised to the extent  
 that is not or as . The shall be liable to the for  
 Rent for the Term herein . Thereafter Agreement determine  
 and be of no effect but to the rights and of the in respect
- 10.4 The not be bound or to rebuild or the Demised or any  
 part thereof the in their discretion fit. In the event the or any  
 decides not to or reinstate the Premises or any thereof days  
 from the of such or , then the shall a notice in  
 to the to this effect and the Rent cease and from the of such  
 destruction or as and the shall be deemed to been on  
 the on which the Premises or any part thereof shall become unfit use and/or  
 antecedent but prejudice to the and of either party in of any  
 by the Party of its covenants contained.

## 11 LIABILITY ON TENANT'S GOODS

It is hereby between the Parties that the shall no be liable for  
 the loss of or to the goods, , properties and things to  
 Demised or for any suffered the Tenant by fire or any other

## 12 WAIVER

No failure or by either of the hereto in any right, power or shall  
 be as a thereof or as to any of or duty by and of the  
 Party. or by the Party of any of any of the or herein  
 shall not as or be to be of such or or any of them  
 and or of any shall not be or upon by the other in writing  
 and by the said Party.

## 13 NOTICE

- 13.1 Any (including limitation any , consent and document)  
 or permitted to be or served under this shall be in writing and be given or  
 served by , by hand or by facsimile , addressed to the Party at the  
 as in Section 2 or Section 3 of the Schedule, as case may (or such  
 other as shall have been to the Parties from time to in with  
 this Clause 13.1).
- 13.2 Any given or served in with Clause 13.1 shall be to have been  
 duly given or :
- 13.2.1 if post, days after date it is with the postal for  
 despatch; and
- 13.2.2 if by hand, when .

## 14 INTERPRETATION

- 14.1 In this where the context so admits:-
- 14.1.1 Where or more are included in either of "Landlord" and "Tenant"  
 this shall bind such persons and



- 14.1.2 Words in the singular shall include every sole person and body, words in the plural and to persons and bodies and a gender and
- 14.1.3 All to statutes include thereof as well as and all, regulations to and all other legislation under the of such subsidiary
- 14.1.4 The and are for the only and have no effect. All to Clauses, and are to in and to and to and recitals of this
- 14.1.5 In time for the herein, when any act or is directed to be or on a day, then, if that day to fall on a or a public holiday generally in the Territory of Kuala Lumpur, the act or shall be done or on the next day, not being a or a public holiday.
- 14.1.6 A to a "month" a period in one month and in the next month on day to the of the month on it or, where is no date in the month as, the last day of such month, and " " and " " shall be accordingly.
- 14.1.7 "this Agreement" this tenancy including any and Appendices or annexed
- 14.1.8 " Authority" means any statutory, agency or or any agency or public private or providing a public or and/or
- 14.1.9 "RM", "Ringgit Malaysia" and "Sen" the lawful currency of Malaysia.

## 15 TIME

Time wherever in this shall be of the in this

## 16 LEGAL COSTS AND EXPENSES

Each shall bear its legal fees in of the and of this but the shall bear the duty and payable on this

## 17 BINDING EFFECT OF THIS AGREEMENT

This shall be on and shall for the of each Party's or personal, as the case may be, and permitted

## 18 GOVERNING LAW

This shall be and enforced in with the laws of and the hereto to submit to the jurisdiction of the of Malaysia.

## 19 SEVERABILITY

If any one or of the provisions herein for any be to be illegal or invalid in respect the law this or its, such illegality or invalidity shall not any other of this and this shall then be as if such illegal or invalid had never been herein.

## 20 VARIATION

No modification or of this shall be unless in and by or on of each of the

## 21 ENTIRE AGREEMENT

This together with all, Recitals and constitute the whole the Parties in respect of its matter and all previous with respect to its subject

*[the rest of this page is intentionally left blank]*

**IN WITNESS WHEREOF** the Parties hereto [redacted] hereunto set their [redacted] the day and year first above written.

EXECUTED by the parties as an [redacted] on the date of this Agreement.

SIGNED by the Landlord )  
[redacted] (NRIC/Passport No.: [redacted]) )  
in the presence of:- )

\_\_\_\_\_  
Witness  
Name:  
NRIC/Passport No.:

\_\_\_\_\_  
Name: [redacted]  
NRIC/Passport No.: [redacted]

SIGNED by the Tenant )  
[redacted] (NRIC/Passport No.: [redacted]) )  
in the presence of:- )

\_\_\_\_\_  
Witness  
Name:  
NRIC/Passport No.:

\_\_\_\_\_  
Name: [redacted]  
NRIC/Passport No.: [redacted]

# THE FIRST SCHEDULE

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

**Section 1**                      **Date of this Agreement**

\_\_\_\_\_

**Section 2**                      **Name, Address and Contact Details of the Landlord**

Name                              \_\_\_\_\_ (NRIC/Passport No.: \_\_\_\_\_ )

Address                            \_\_\_\_\_

Contact Number                \_\_\_\_\_

**Section 3**                      **Name, Address and Contact Details of the Tenant**

Name                              \_\_\_\_\_ (NRIC/Passport No.: \_\_\_\_\_ )

Address                            \_\_\_\_\_

Contact Number                \_\_\_\_\_

**Section 4**                      **Address of the Demised Premises**

\_\_\_\_\_

# THE SECOND SCHEDULE

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

**Section 1**

**Term**

\_\_\_\_\_ years

**Section 2**

**Commencement Date**

\_\_\_\_\_

**Section 3**

**Expiry Date of the Term**

\_\_\_\_\_

**Section 4(a)**

**The Rent**

A \_\_\_\_\_ rental payment of Ringgit Malaysia \_\_\_\_\_ only.

**Section 4(b)**

**Manner of Payment**

The \_\_\_\_\_ shall be payable \_\_\_\_\_ in advance within \_\_\_\_\_ days from the \_\_\_\_\_ with the \_\_\_\_\_ Date of each and every \_\_\_\_\_ month, to be deposited to:

Bank Name: \_\_\_\_\_

Bank Account Number: \_\_\_\_\_

Bank Account Name: \_\_\_\_\_

**Section 5**

**The Deposits**

**(a) Security Deposit**

\_\_\_\_\_ rental, Ringgit Malaysia \_\_\_\_\_

**(b) Utility Deposit**

\_\_\_\_\_ months rental, Ringgit Malaysia \_\_\_\_\_

**Section 6**

testing The \_\_\_\_\_ may be used by the \_\_\_\_\_ for conducting their \_\_\_\_\_ operations.

**Section 7**

Option to \_\_\_\_\_ for another \_\_\_\_\_ years subject to \_\_\_\_\_ market rate to be mutually agreed \_\_\_\_\_ the Parties