

Letter Of Confirmation For Rent

(REFERENCE NUMBER)

Date: DD/MM/YYYY

For the avoidance of doubt, by executing this Letter of Confirmation, both Tenant(s) and the Landlord(s) unequivocally agree that the entire terms and conditions of this Letter shall be read collaboratively to be applicable to both parties with (PRICE) as agreed monthly rental.

Property Address: (PROPERTY ADDRESS)

Tenant(s): (NAME)

NRIC/Passport No: (I/C)

1. I/We have inspected the above property and hereby offer to rent the said property on the following term & conditions
 - i. Earnest Deposit for one month: (PRICE)
 - ii. Security Deposit (equivalent to month(s) rental): (PRICE)
 - iii. Utility Deposit (Electricity, Water and Sewerage) (equivalent to HOW MANY month's rental): (PRICE)
 - iv. Stamping fee of Tenancy Agreement: (PRICE)
 - v. Disbursement of Tenancy Agreement (inclusive 6% SST): (PRICE)
 - vi. Access Card & car park deposit: (PRICE)
 - vii. Total Outstanding to be paid before handover of keys: (PRICE)
 - viii. Period of Tenancy: HOW MANY year(s) with an option to renew for another HOW MANY years(s) at the prevailing market rate.
 - ix. Commencement date: DD/MM/YYYY
 - x. Fittings & Furnishing: The Rental shall include the property's fittings & furnishing as per attached inventory list (if any).
 - xi. Disbursement Cost:
 Tenant to bear all costs incurred in the preparation and stamping of the Tenancy Agreement.
 Landlord to bear all costs incurred in the preparation and stamping of the Tenancy Agreement.
 Both parties sharing equally for all costs incurred in the preparation of the Tenancy Agreement.
 - xii. Vacant Possession: Delivery of Vacant Possession shall be upon the payment of Total Outstanding as stated above.
2. Execution: I/We agree to execute the Tenancy Agreement within HOW MANY working days from the date of Landlord's acceptance ("**Execution Period**"), failing which only the

above Earnest Deposit shall be forfeited. In the event such other sums beyond the Earnest Deposit have been paid to the Landlord, the Landlord shall refund the same to **(YOUR COMPANY)** as stakeholders within five (5) working days from the expiry of the Execution Period, failing which an interest rate of **HOW MANY PERCENT** % per annum shall be charged upon such sums and the Tenant shall be at liberty to commence legal proceedings against the Landlord for the recovery of such sums and interest at the costs of the Landlord. For the avoidance of doubt, in such instance, the parties agreed that **(YOUR COMPANY)** shall not be held responsible and shall keep **(YOUR COMPANY)** indemnified (as the case may be) for any loss arising out of or in respect of the said recovery processes and/or such other processes related thereto.

3. Other Conditions: **FILL IN RELATED CONDITIONS**
4. The Tenant hereby attaches the sum of **(PRICE)** by **Cash/Cheque/Bank Transfer** payable to **(YOUR COMPANY/LAWYER)** as stakeholder, being the Earnest Deposit towards the Total Outstanding of the above property. This Earnest Deposit shall form part of the payment towards the rental of the property. The Tenant irrevocably permits **(YOUR COMPANY)** to bank in the cheque prior to the Landlord(s) acceptance of this offer. In the event that the Landlord(s) reject(s) this offer, the Earnest Deposit is to be refundable to the Tenant within five (5) working days.
5. The Tenant and the Landlord agree to fully indemnify **(YOUR COMPANY)** against all claims by either party, if for any reason whatsoever, either party does not proceed to execute the Tenancy Agreement after the Earnest Deposit has been collected.
6. The Tenant acknowledges that this offer is only effective upon the final acceptance by the Landlord(s) countersigning this Letter of Confirmation for Rent and the Landlord, being the registered owner/person authorized by the registered owner of the above mentioned property, acknowledges that by countersigning this offer, the Landlord accepts the terms and conditions as stated herein.
7. The Landlord agrees to pay **(YOUR COMPANY)** a total agency fee of **HOW MANY** month's rental plus 6% SST amounted to **(PRICE)**. The said agency fee shall be made payable immediately upon the signing of the TA or upon taking possession of the premises, whichever is earlier. **(YOUR COMPANY)** is hereby authorized to deduct the agency fee from the Earnest Deposit.
8. In the event that after having accepted this offer and the Earnest Deposit, and not due to the reason of any dispute relating to the terms of the Tenancy Agreement, the Landlord refuses to rent the said premises to the Tenant, the Landlord agrees to immediately refund the Earnest Deposit to the Tenant plus agreed liquidated damages (compensation) being a sum equivalent to the Earnest Deposit and the Landlord agrees to pay **(YOUR COMPANY)** an equivalent to 50% of the above mentioned agency fee.
9. In the event that the transaction is aborted by the Tenant's refusal to proceed with the Tenancy Agreement for whatsoever reason before the Tenancy Agreement is signed but after the Earnest Deposit is paid, the Landlord agrees to pay **(YOUR COMPANY)** a fee

equivalent to 50% of the forfeited Earnest Deposit or 50% of the above mentioned agency fee, whichever is lesser.

10. All signatories hereby agree to comply with the Malaysia Anti-Corruption Commission Act 2009 and Amendment Act Section 17A of the MACC Act 2009 (MACC 2009) and Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 (AML/CFT).
11. Each party further represents and agrees that each has duly reviewed all aspects of this Letter and fully understands the terms and conditions thereof, has authority to enter into this Letter and has executed this Letter based upon such party's own judgment, and knowingly, voluntarily, and without duress, agrees to all of the terms set forth in this Letter.
12. All payments/cheques should be made directly to **(YOUR COMPANY)** Bank: **(BANK ACCOUNT)**. Should you require a receipt, please ask for a receipt of the total amount paid and highlight any discrepancy between the receipt and the amount paid (should there be any).