
TENANCY AGREEMENT

BETWEEN

DATIN FAIRUZ ELINA BINTI JAMILUS
(I/C NO: 760509-14-5870)

(THE LANDLORD)

AND

KLIA ENGINEERS SDN. BHD.
(COMPANY NO.: 502799-X)

(TENANT)

**PREMISES ADDRESS: UNIT B-2-7- (2nd FLOOR), STREETMALL,
JALAN GERBANG WAWASAN 1,
BANGI GATEWAY, SEKSYEN 15,
43650, BANDAR BARU BANGI,
SELANGOR DARUL EHSAN.**

THIS AGREEMENT is made the day and year stated in Part 1 of the First Schedule.

PARTIES

THIS AGREEMENT is made between **DATIN FAIRUZ ELINA BINTI JAMILUS**, (hereinafter called 'the Landlord', the details of which are as described in Part 2 of the First Schedule and includes its successors-in-title and assigns) of the one part and **KLIA ENGINEERS SDN. BHD.** (hereafter called "the Tenant", the details of which are as described in Part 3 of the First Schedule and includes its personal representative, successors-in-title and permitted assigns) of the other part.

NOW THIS TENANCY AGREEMENT WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.01 Definitions

Wherever used in this Agreement, unless the context shall otherwise require, the following expressions shall have the following meanings:

"Appropriate Authority" means any governmental, semi or quasi-governmental, regulatory and/or statutory, departments, agencies and/or bodies including corporate body providing public amenities and/or utilities.

"Demised Premises" means all that parcel of premises which is more particularly in Part 4 of the First Schedule

"Force Majeure Event" means the occurrence of any one or more of the following events:

nuclear fall-out, explosion, lightning, fire, storm, tempest, flood, landslide, earth movement, earthquake or any other such Acts of God, riot, disorder, civil commotion, enemy action, war or any other inevitable accidents.

"Landlord's Fixtures and Fittings" means the fixtures and fittings belonging to the Landlord that are situated, affixed and/or installed in the Demised Premises.

"Monthly Rental" means the amount of monthly rent payable by the Tenant to the Landlord in respect of the Demised Premises as stated in Part 11 of the First Schedule.

"Parties" means the Landlord and the Tenant collectively, and "Party" shall refer to either one (1) of them.

"Renewal Term" shall have the meaning ascribed to it in Clause 10.02 hereunder.

"Rental Commencement Date" means the date on which the Tenant shall commence paying the Monthly Rental, as stated in Part 8 of the First Schedule.

"Ringgit Malaysia" or "RM" means the lawful currency of Malaysia.

"Security Deposit" means the sum of money payable by the Tenant to the Landlord pursuant to Clause 5.01, as stated in Part 12 of the First Schedule.

"Tenancy Commencement Date" means the date the tenancy hereby created commences as stated in Part 7 of the First Schedule.

"Tenant's Goods" means the Tenant's property, chattels, goods, merchandise, furniture, fittings, fixtures or effects of the Tenant in the Demised Premises.

"Tenant's Trade" means the trade, business, purpose or operations declared by the Tenant to the Landlord to be carried on the Demised Premises, as stated in Part 5 of the Schedule.

"Term Of Tenancy" means the period stated in Part 6 of the Schedule for which the tenancy hereby created may be renewed or extended pursuant to Clause 11 hereunder.

"Utilities" means water, electricity and any other utilities supplied to the Demised Premises.

"Utilities Deposit" means the sum of money payable by the Tenant to the Landlord pursuant to Clause 5.01, as stated in Part 13 of the First Schedule.

"The Security Deposit and The Utilities Deposit" - shall mean and wherever such reference to the same appears in various Clauses/headings/parts of the Agreement, they shall collectively be referred to as "the Deposits".

1.02 Interpretation

- (a) Words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa.
- (b) References to clauses are to be construed as references to the clauses of this Agreement.
- (c) Where the context so allows or requires, the words "hereof", "herein", "hereto" and "hereunder", wherever used, shall refer to this Agreement as a whole and not to any particular provision only.
- (d) The headings and subheadings in this Agreement are inserted for convenience only, and are to be ignored in construing the provisions of this Agreement.

2. TENANCY

2.01 Agreement for Tenancy

The Landlord hereby lets unto and the Tenant hereby takes a tenancy of the Demised Premises on an "as is where is basis" together with the use and enjoyment in common with other persons entitled thereto of the entrances, vestibules, staircases, landings, corridors, passages, and other like amenities, during the Term of Tenancy, commencing on the Tenancy Commencement Date and expiring on the day and year stated in Part 9 of the Schedule, subject to the terms and conditions hereinafter contained.

3. TENANCY COMMENCEMENT DATE

The tenancy hereby created shall commence on the Tenancy Commencement Date and shall expire on the date stipulated in Part 7 of the Schedule.

4. RENT

4.01 Monthly Rental

- (a) The Tenant shall commence paying the Monthly Rental for the Demised Premises on the Rental Commencement Date stated in Part 8 of the First Schedule.
- (b) The Tenant shall pay the Monthly Rental to the Landlord or its duly authorised agent monthly in advance within the **first seven (7) days of every month**, without any deductions and whether or not formally demanded, and the first of such Monthly Rental shall be paid on the Rental Commencement Date.
- (c) Where the Rental Commencement Date does not coincide with the first day of a calendar month, the Tenant is to pay in advance the pro-rated Monthly Rental for the remaining days of the month so that subsequent rents shall be paid in advance on or before the first day of each calendar month

4.02 Apportionment and Appropriation of Payment

The Tenant hereby irrevocably authorizes the Landlord to apportion and appropriate any payment made by the Tenant towards satisfaction of any arrears or sums due from the Tenant to the Landlord on the date of payment as the Landlord deems fit notwithstanding any instructions to the contrary hereafter.

5. THE DEPOSITS

5.01 Deposits Generally

Upon the execution of this Agreement, the Tenant shall pay to the Landlord the Deposits as security for the due observance and performance by the Tenant of all the terms, conditions, stipulations and covenants on the part of the Tenant to be observed and performed herein as stated in Parts 12 and 13 of the First Schedule.

5.02 Maintenance of Deposits

The Deposits payable to the Landlord pursuant to clauses 5.01 shall be maintained for the duration of the Term of Tenancy, and shall not be treated or set off by the Tenant as payment of Monthly Rental or other monies due and payable to the Landlord at any time during the Term of Tenancy, unless consented to in writing by the Landlord.

5.03 Application and Refund of Deposits

The Deposits shall be retained by the Landlord throughout the Term of Tenancy and shall be refunded free of interest by the Landlord to the Tenant upon expiration or earlier determination (howsoever occurring) of the tenancy hereby created. PROVIDED ALWAYS in the event the Deposits or any part thereof shall within a period of One Month (1) month after determination of the tenancy, be unpaid (whether formally demanded or not by the Tenant) then the Landlord shall pay to the Tenant (in addition and without prejudice to the Tenants' other rights and remedies in respect of the Landlord's default) interest at the rate of Six per cent (6%) per annum on the amount remaining due and unpaid calculated from the due date and until the date of payment of the Deposits to the Tenant."

6. COVENANTS BY TENANT

6.01 Tenant's Positive Covenants

The Tenant hereby expressly covenants and undertakes with the Landlord as follows:

(a) Taking Over Possession

To accept and take possession of the Demised Premises in the state and condition at the Tenancy Commencement Date which for the purposes of the tenancy hereby created, shall be the original state of the Demised Premises.

(b) Use of Demised Premises

Unless otherwise consented to in writing by the Landlord, to use the Demised Premises only for the purpose of carrying on the Tenant's Trade and providing such other services relevant or incidental thereto.

(c) Payment of Monthly Rental and Other Charges

To pay the Monthly Rental, and all other moneys to be paid at the time and in the manner as provided in this Agreement.

(d) Payment for Utilities Charges

To pay to the Appropriate Authorities all monthly charges for the Utilities immediately upon receipt of any notice, bill and/or statement being rendered to the Tenant by the Landlord or the Appropriate Authorities (such notice, bill and/or statement shall be binding and conclusive as to the amount thereof, save for manifest error), Subject to Utilities Deposit, First Schedule Part 13. GST for utilities such as electricity, water and sewerage bill will be claims by tenant.

(e) Upkeep and Maintenance

(i) To keep the entire interior of the Demised Premises including without limitation the air-conditioning ducts, vents, doors, windows, locks, electrical wiring, power and light fittings, ceilings, walls and the Landlord's Fixtures and Fittings in good and tenantable repair and condition, fair wear and tear excepted.

- (ii) To replace all of the above with replacements of the same or equivalent quality as and when they may have been damaged, soiled or rendered unserviceable, due to the use of the same by the Tenant, including but not limited to blown or fused lights, bulbs and/or fluorescent tubes, at the Tenant's own cost and expenses.

(f) Access to Demised Premises for Inspection and Repairs

- (i) To permit the Landlord and/or its duly authorised agents and/or the Management Corporation and its duly authorised agents and/or the Joint Management Body/ the Joint Management Committee and its duly authorised agents, with or without workmen and others, upon giving previous reasonable notice in writing to the Tenant at all reasonable times and accompanied by the Tenant's personnel, to enter upon and examine the condition of the Demised Premises, to take inventories of the Landlord's Fixtures and Fittings and to do structural or external repairs to the Demised Premises and which said structural repairs or external repairs are in accordance with the terms of this Agreement are the responsibility of the Landlord and/or the Management Corporation and/or the Joint Management Body/ the Joint Management Committee to repair.
- (ii) Upon such inspection, the Landlord may serve on the Tenant a notice in writing specifying any reasonable repairs and requiring the Tenant to forthwith execute the same, in so far as such repairs are necessary due to any damage caused by the tenant, fair wear and tear excepted and the Tenant shall within thirty (30) days after the receipt of such notice object in writing to such notice or execute such repairs.

(g) Licences and Approvals for Business

To apply for, obtain and maintain, and cause to be obtained and maintained at the Tenant's own expense, and to submit to the Landlord copies of all licences, permits, approvals, registration and other consents required by the Appropriate Authority for the carrying on or the conduct of the Tenant's Trade in the Demised Premises and shall, at the Tenant's own costs and expenses, comply with all conditions imposed in such licences, approvals and consents.

(h) Repair of Adjoining Premises

To permit the Landlord or its duly authorised agents and/or occupiers of premises adjoining the Demised Premises, with or without workmen and appliances, at all reasonable times and upon giving prior written notice to the Tenant, to enter upon the Demised Premises to execute repairs and/or alterations on any premises adjoining the Demised Premises that may now or hereafter belong to the Landlord, or to lay, fix and lead through the Demised Premises all such wires, cables and ducts for electricity and air-conditioning installation, and pipes for water, waste and sewerage to and for the adjoining premises, or for the purposes of repairing, replacing or removing all or any such wires, cables, ducts and pipes to the adjoining premises.

i) Tenant's Insurance

To insure and keep insured the Tenant's Goods from loss or damage by fire up to the full value thereof and to pay all premiums necessary for the purpose.

(j) Restoration

At the written request of the Landlord and at the Tenant's own cost and expense, to restore the Demised Premises to its original condition, fair wear and tear and damage by any Force Majeure Event excepted, upon the expiration or earlier determination of the Term of Tenancy.

(k) Yield Up

At the expiration or earlier determination (howsoever occurring) of the Term of Tenancy, to peaceably and quietly yield up the Demised Premises to the Landlord together with the Landlord's Fixtures and Fittings in good and tenantable repair and condition (fair wear and tear and damage by any Force Majeure Event excepted), in accordance with the terms, conditions and covenants herein, and to replace at the Tenant's own cost and expense any Landlord's Fixtures and Fittings which have been significantly damaged by the Tenant.

(l) Utilities Charges (TNB & SYABAS)

To apply for, obtain and maintain, and cause to be obtained and maintained at the Tenant's own cost and expenses, comply with all conditions imposed in such licences, approval and consents from the authorities. The tenant will then be responsible for the payment of the bill every month and the landlord will not be held liable should the tenant vacate the premise without paying the bills.

(m) Cleanliness

To always maintain the cleanliness around the premises in a neat and orderly manner without making any additional or extension without the permission of the Landlord and when Landlord send any cleanliness notice, should be settle within 7 days from the notice's date.

(n) Sublet

To always get permission and approval from the Landlord as well as need to inform the workstation/stalls placed before renting out to another party at any area of the premises.

6.02 Tenant's Negative Covenants

The Tenant hereby expressly covenants and undertakes with the Landlord as follows:

(a) Dwelling and Sleeping in Premises

Not to use or permit the Demised Premises or any part thereof to be used as a place of accommodation, and in particular, shall not permit or suffer anyone to

sleep in the Demised Premises or use the same or any part thereof for residential and dwelling purposes.

(b) Dangerous Materials

Not to store or bring upon the Demised Premises weapons, arms, ammunition, gun powder, saltpetre, kerosene, gas cylinders and/or any other explosives or combustible substances whatsoever and/or any items which are banned in Malaysia.

(c) Acts Affecting Insurance Policies

Not to do, permit or suffer to be done anything whereby any policies of insurance on the Demised Premises against damage by fire or any other risks taken by the Landlord may become void or voidable.

(d) Prohibited Use of Demised Premises

- (i) Not to use the Demised Premises or any part thereof for any illegal, unlawful or immoral purposes, or for any other purpose which may adversely affect the interest of the Landlord or the image or reputation of the Demised Premises.
- (ii) Not to do or permit to be done any act or thing that may be or become a nuisance or annoyance, or in any way interfere with the quiet occupation and comfort of the Landlord or any of the other tenants and tenants, occupiers, licensees or invitees of the Demised Premises or any other person lawfully in the Demised Premises.

7. COVENANTS BY THE LANDLORD WITH THE TENANT

7.01 The Landlord hereby expressly covenants and undertakes with the Tenant as follows:

(a) Outgoings

Except insofar as the same are contributable by the Tenant under the terms and conditions herein, to pay and discharge all existing and future assessments, quit rent rates and other outgoings payable in respect of the Demised Premises. Notwithstanding this, in the event any payment of the aforesaid becomes due and is not settled by the Landlord, the Tenant is authorized (but not obliged) to advance such payment to the relevant authorities on behalf of the Landlord and the Landlord hereby agrees and authorizes the Tenant to immediately offset such monies advanced by the Tenant, against the Monthly Rental without any further notice to the Landlord.

(b) Insurance

To insure and keep insured the Demised Premises at all times during the Term of Tenancy against loss, destruction or damage by fire, storm or tempest and to make all payments necessary for that purpose **PROVIDED ALWAYS** that the provisions of this covenant shall not require the Landlord to insure against loss,

destruction or damage by any means whatsoever of the Tenant's Goods situated in the Demised Premises.

(c) Removal of Tenant's Fixtures

Upon the due expiration of the Term of Tenancy or Renewal Term, as the case may be, by effluxion of time, to permit the Tenant to remove the Tenant's Goods, **PROVIDED ALWAYS** that the Tenant shall remove the tenant's Goods prior to the last day of the Term of Tenancy and **PROVIDED FURTHER** that the Tenant shall make good to the reasonable satisfaction of the Landlord all damage caused to the Demised Premises during the course of and/or in consequence of such removal.

(d) Quiet Enjoyment

That so long as the Tenant shall pay the Monthly Rental, and perform and observe the terms, conditions and covenants to be performed and observed on the Tenant's part contained herein, to allow the Tenant to peaceably hold and enjoy the Demised Premises during the Term of Tenancy without any interruption by the Landlord and/or any persons lawfully claiming through or under the Landlord.

(e) Maintenance of Demised Premises

To maintain and keep the main structure including the walls, floor, drainage/gutters and roofs of the Demised Premises in good and tenantable repair and condition throughout the Term of Tenancy.

(f) Renovation

To permit the Tenant its servants or agents at the Tenants own cost and expense to effect such renovations as necessary for the Tenant's business upon the Demised Premises provided that the Tenant has obtained all necessary permits and authorisations from the relevant authorities for the said renovations on the Demised Premises and the said renovations are in compliance with all laws, regulations, by-law and rules affecting the same whether now in force or enacted hereafter.

(g) Repair

To effect repair(s) upon the Demised Premises or any part thereof within seven (7) days upon receipt of a written notice by the Tenant and only during non-business hours of the Tenant or at a time to be agreed in writing by the Tenant provided that the said time shall be reasonable time.

(h) Signboard

The Tenant shall be entitled to affix signboard(s) or signage(s) on the structures and/or fittings on the exterior walls of the Demised Premises to indicate its existence on the Demised Premises.

(i) Landlord's Undertaking

The Landlord hereby undertakes that there are no litigation, arbitration, administrative or acquisition proceedings by any Court, Arbitrator, Government or regulatory authorities or agencies pending or to the knowledge of any or all of the Landlord, is threatened against any or all of the Landlord or over the Demised Premises, which would adversely affect or jeopardize the Landlord performance of its covenants and obligations under this Agreement.

(j) Landlord's Duty to Indemnify

The Landlord shall indemnify and keep indemnified the Tenant from and against all actions, proceedings, claims, demands, damages, expenses or costs caused or arising from any act or omission or breach of covenants by the Landlord, its servants or agents.

(k) Refund of Deposits

The Landlord shall refund to the Tenant, the Deposits PROVIDED there is then no existing breach or non observance of any of the Tenant's covenants herein contained and SUBJECT to Clause 5 hereof.

8. EVENTS OF DEFAULT**8.01 Events of Default**

- (1) If the Tenant shall:
- (a) Fail to pay the Monthly Rental, or Utilities charges or any part thereof and/or any other moneys to be paid pursuant to the terms and conditions herein within one (1) month from the respective due dates, whether formally demanded or not; or
 - (b) Be in breach of any one or more of the terms and conditions herein, or threaten to commit such a breach especially to the Clause 6.01 (l) and 6.01 (m); or
 - (c) Commit an act of bankruptcy or suffer the presentation of a petition for liquidation or winding-up of the Tenant, as the case may be; or
 - (d) Permit or suffer any execution or distress to be levied on any of the Tenant's Goods, or on any property, chattels, fixtures and fittings in the Demised Premises; or

then upon the occurrence of any one or more of the abovementioned Events of Default, it shall be lawful for the Landlord at any time thereafter to do any or all of the following at its sole and unfetter discretion without being responsible or liable for any loss, damage or expense caused to the Tenant as a consequence of such action:

- (i) Serve a forfeiture notice upon the Tenant pursuant to Section 235 of the *National Land Code* 1965, and it is hereby mutually agreed and deemed that the reasonable time in which to remedy the Event of Default and to be stipulated in any forfeiture notice shall be fourteen (14) days;

- (ii) Determine the tenancy hereby created and re-enter the Demised Premises or any part thereof in the name of the whole.
- (2) If the Landlord shall:
 - (a) commit an act of bankruptcy or enter onto any composition or arrangement with his creditors or being a company enter into liquidation or receivership or winding up whether compulsory or voluntary other than for the purposes of reconstruction or amalgamation or suffer any execution to be levied against him or his goods; and/or
 - (b) Fail to observe or perform or commit a breach of any term or condition of this Agreement;

then and in any such case, the Tenant shall have the discretion to determine whether or not to continue with this Agreement and it shall be lawful for the Tenant at any time thereafter to terminate this Agreement by notice in writing and thereupon this Agreement shall become voidable and the Security Deposit and Utilities Deposit shall immediately be refunded to the Tenant free of interest but without prejudice to any other rights of the Tenant against the Landlord in respect of any antecedent breach by the Landlord.

9. FORCE MAJEURE EVENT

9.01 Minor Damage to Demised Premises

In the event that the Demised Premises shall at any time during the Term of Tenancy be destroyed or damaged by any Force Majeure Event or other causes beyond the control of the Landlord and/or the Tenant so as to render the Demised Premises unfit for use or access thereto impossible for a continuous period of more than one (1) month (except where such damage or destruction has been caused or attributed by the default or negligence Landlord or the Tenant and/or any of the Party's agents, invitees or licensees), the Monthly Rental hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the whole of the Demised Premises shall have been again rendered fully fit for occupation and use for the purposes of the Tenant's Trade.

9.02 Substantial Damage to the Demised Premises

In the event that the unfitness of the Demised Premises or the inaccessibility thereto as aforesaid shall continue for a period of more than one (1) month either the Landlord or the Tenant shall be at liberty by notice in writing to determine the Term of Tenancy and upon such notice being given the Term of Tenancy shall absolutely cease and determine without prejudice to any right of action of the Landlord and/or the Tenant in respect of any antecedent breach of this Agreement.

10. OPTION TO RENEW

10.01 Option to Renew

PROVIDED ALWAYS that the Tenant shall have paid the Monthly Rental and performed all the several stipulations and covenants to be performed and observed up to the determination of the Term, if the Tenant shall be desirous of extending the Term of

Tenancy at its expiration, the Tenant shall, at least two (2) calendar months before such expiration, give to the Landlord a notice in writing of such desire.

10.02 Term of Renewal of Tenancy

Upon the Tenant's notice in accordance with clause 10.01 above, the Landlord shall let the Demised Premises to the Tenant for an additional period of **One year (1)** commencing immediately upon the expiration of the Term of Tenancy, on the same terms and conditions as this Agreement, excepting this option of the renewable rental rate as stated in Part 10 of the Schedule.

11. IN THE EVENT DEMISED PREMISES IS SOLD

Notwithstanding Part 14 of the Schedule hereto, in the event that the Demised Premises is sold to a third party (hereinafter referred to as "the New Buyer") during the Term of Tenancy including any extended term or terms of the Tenancy in accordance with Parts 6 and 10 of the Schedule hereto, PROVIDED THAT the Tenant shall have observed and complied with all the obligations, covenants and stipulation herein, the Landlord shall grant the right for the Tenant to continue to stay in the Demised Premises upon the same terms and conditions until the expiry of the Tenancy and/or the extended term or terms as may be applicable. The Landlord shall give notice to the New Buyer of the right of the Tenant herein and shall obtain from the former, an undertaking to observe and perform the Landlord's covenants herein stipulated and not to do any act or thing in derogation thereof IN DEFAULT of the Landlord's covenants herein, the Landlord shall be liable to pay damages as may be assessed and due to the Tenant on account of loss of expectation and profit against the Tenant's investment in and to the Demised Premises and for the Tenant's Trade, in the event the Term of Tenancy herein including but not limited to any extended term or terms of the Tenancy in accordance with Parts 6 and 10 of the Schedule hereto shall not be available to the Tenant in the manner herein this Clause contained.

12. MISCELLANEOUS

12.01 Costs and Legal Fees

- (a) Each Party shall bear its own solicitors costs and charges.
- (b) Apart therefrom and save and except as otherwise provided in this Agreement, all stamp duty payable in connection with and incidental to this Agreement shall be borne by the Tenant only.

12.02 Notice

- (a) Any request, notice and/or demand required to be issued or served hereunder, unless specifically specified otherwise, shall be in writing duly signed by any of the authorised signatories of the Party issuing such request, notice or demand, or a firm of solicitors purporting to act for such Party.
- (b) Any notice to the Tenant shall be sufficiently served if left addressed to the Tenant on the Demised Premises, or sent to the Tenant by registered post at the address stated herein.

- (c) Any notice to the Landlord shall be sufficiently served if sent by registered post to the Landlord's address as stated herein, or its registered address for the time being.

12.03 Successors in Title

This Agreement shall be binding on the respective liquidator, receiver and /or manager, legal representatives, successors in title, permitted assigns and heirs of the Parties hereto.

12.04 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Malaysia: - and Parties agree to submit to the exclusive jurisdiction of the courts of Malaysia. The occurrence of any dispute relating to this Agreement shall be notified in writing by either Party to the other Party. Any and all disputes, controversies and conflicts between the Parties in connection with this Agreement shall, so far as is possible, be settled amicably between the Parties. Prior to commencing any dispute resolution, the Parties agree to act in good faith and attempt to resolve the same.

12.05 No Waiver or Indulgence

No relaxation, forbearance, delay or indulgence by the Landlord in enforcing any of the terms and conditions of this Agreement, or the granting of time by the Landlord to the Tenant shall prejudice, affect or restrict the rights and powers of the Landlord hereunder nor shall acceptance of Monthly Rental by the Landlord 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 or of any subsequent or any continuing breach.

12.06 Time

Time, wherever mentioned in this Agreement, shall be of the essence of this Agreement.

12.07 Schedule and/or Annexures

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

12.08 Entire Agreement

This Agreement and Schedule hereto, constitutes the entire agreement and supersedes any earlier agreement, negotiations and/or understanding between the Parties hereto.

[the remainder of this has been intentionally left blank]

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be duly executed by themselves or their authorised signatories as of the day and year first above written.

SIGNED by the Landlord:

Witnessed by:-



Name
NRIC NO.
Date :

D. Fairuz Elina Jamilus
760509-14-5870



Name
NRIC NO.

D. Abdan Mustapa
731106-10-5601

SIGNED by the Tenant :

Witnessed by:-



Name
NRIC NO.
Date :

Fakhmi Affendi
770808-05-5129



Name
NRIC NO.

NUR ZAFIRAH ABD. GHAFFAR
900313-43-5376

FIRST SCHEDULE
(forming an essential part of this Agreement)

Part 1 Date of Agreement	1st July 2023
Part 2 Name and Address of Landlord	DATIN FAIRUZ ELINA BINTI JAMILUS <i>(I/C No: 760509-14-5870)</i> No. 19, Jalan 2/1A, Seksyen 2, 43650 Bandar Baru Bangi, Selangor Darul Ehsan. ACC. DETAIL.: 562777000876 MAYBANK <i>Datin Fairuz Elina / Dato' Abdan</i> <i>(Joint Account)</i> EMAIL: abdanmustapa@yahoo.com
Part 3 Name and Address of Tenant	KLIA ENGINEERS SDN. BHD. <i>(Company No:- 502799-X)</i> Unit B-2-7 (2nd Floor), Streetmall, Jalan Gerbang Wawasan 1, Bangi Gateway, Seksyen 15, 43650 Bandar Baru Bangi, Selangor Darul Ehsan Person to be contact: NAME: En. Fakhrol Affendi H/P No.: 017-6231466 EMAIL: fakhrolaffendi@kliacs.com.my
Part 4 Demised Premises	Unit B-2-7 (2nd Floor), Streetmall, Jalan Gerbang Wawasan 1, Bangi Gateway, Seksyen 15, 43650 Bandar Baru Bangi, Selangor Darul Ehsan
Part 5 Tenant's Trade	FOR GENERAL OFFICE USE
Part 6 Term of Tenancy	1 + 1 year

Part 7 Tenancy Commencement Date	1st July 2023
Part 8 Rental Commencement Date	1st July 2023
Part 9 Expiry Date	31st June 2024
Part 10 Rental Renewal Rate	Not more than 10% of the preceding rental rate
Part 11 Monthly Rental	Ringgit Malaysia One Thousand Five Hundred Only (RM 1,500.00)
Part 12 Security Deposit + Advance Rental	Ringgit Malaysia Three Thousand Only (1 Month Security Deposit + 1 Month Adv. Rental)) (RM 3,000.00)
Part 13 Utilities Deposit	Ringgit Malaysia Five Hundred Only (RM 500.00)
Part 14 Notice to Quit	<u>BY LANDLORD</u> Landlord may terminate this agreement before its expiration by giving two (2) months notice or tenant contravene, subject to Clause 8. <u>BY TENANT</u> Tenant may terminate this agreement before its expiration by giving two (2) months notice to terminate or pay two (2) months rental in lieu of notice.

SECOND SCHEDULE

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

Part 15 Special Express Conditions	1) If the rent hereby reserved or any part thereof herein covenanted to be paid by the Tenant shall be in arrears and unpaid at any times for seven (7) days after becoming due, the Landlord shall at the expiration of the said seven (7) days formally demand in writing for the same to be paid by the Tenant within thirty (30) days from the date of receipt of the said letter of demand and if the rent herein reserved and covenanted to be paid by the Tenant shall remain unpaid thereafter, the Tenant will pay to the Landlord an administrative charge at a rate of 8% per month on the amount outstanding of the rental including any other charges if any from the date such rent or charges become payable until payment is settled. PROVIDED ALWAYS that it shall be the duty of the Landlord to submit the invoice to the Tenant for the payment of the said rent not later than seven (7) days before the said rent becomes payable.
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