

DATED THIS 1 DAY OF MARCH 2025

BETWEEN

SHAFIE BIN KARIMIN
(*"the Landlord"*)

AND

IFMAL TRADE SDN BHD
(Company No. 1209398-K)
(*"the Tenant"*)

TENANCY AGREEMENT

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THIS TENANCY AGREEMENT is made the day of and the year stated in Part One of the Schedule annexed hereto (which said Schedule shall hereinafter be referred to as "The Schedule") between the party whose name and address appear in Part Two of the Schedule (hereinafter called "The Landlord" which expression shall where the context so admits include his heirs and personal representatives if any successors in title and assigns) of one part **AND** the party whose name and address appear in Part Three of the Schedule (hereinafter called "The Tenant") of the other part.

ARTICLE I

RECITALS

SECTION 1.01

The Landlord and the Tenant have agreed to accept a tenancy of the part of the Demised Premises ("Premises") more specifically set out in Part Four of the Schedule and to further execute this Agreement and to be bound by the terms and conditions hereof.

ARTICLE II

TENANCY

SECTION 2.01 Agreement For Tenancy

The Landlord hereby grants and the Tenant hereby accepts a tenancy of the part of the Premises for the term in Part Five of the Schedule and with effect from the day and the year set out in Part Six of the Schedule and at a monthly rental as set out in Part Seven of the Schedule.

SECTION 2.02 Early Termination

In the event the Tenant shall desire to terminate this agreement before the expiration of the term here by granted, the Tenant shall give TWO (2) months' notice in writing (in lieu TWO (2) months' rental) of its intention and the at expiry of such notice, the Tenancy shall be deemed terminated. In the event the Landlord shall desire to take back the Premises at anytime during the term here by created, the Landlord shall give TWO (2) months' notice in writing of their intention to the Tenant who shall after the expiry of such notice yield up the Premises to the Landlord.

ARTICLE III

DEPOSIT

SECTION 3.01 Deposit

The Tenant shall upon the execution of this Agreement and as security towards the due observance compliance and performance of and with the Tenant's covenants herein contained deposit with the Landlord the sum stipulated in Part Eight of the Schedule (hereinafter referred to as "The Said Deposit") which said deposit (save for the one month rental in advance) shall after deducting therefrom, such monies as may be found to be owing or payable by the Tenant by virtue of the provisions herein contained be returned to the Tenant free of interest at the expiry of this tenancy or any renewable thereof.

ARTICLE IV

COVENANTS BY TENANT WITH LANDLORD

SECTION 4.01 Payment of Rent

The Tenant shall pay the rent hereby reserved on or before the Seventh (7th) day of every month punctually (whether formally demanded or not) without deduction unless prior consent from the Landlord has been obtained, be it verbal or written and in the manner provided in Part Seven of the Schedule hereof.

SECTION 4.02 Payment of Electricity, Water Consumption and Telephone Charges

The Tenant shall pay all water, electricity, telephone bills, garbage collection/disposal charges and other outgoing whatsoever which are or may not at any time hereinafter during the said term be imposed or charged upon or in respect of the Premises.

SECTION 4.03 To Keep The Premises In Tenantable Condition

The Tenant shall keep the Premises and the interior thereof including the flooring and interior plaster or other surface materials or rendering on walls and ceilings and the Landlord's fixture thereon including doors, windows, glass shutters, lock fastenings, electric wires installations and fittings for electricity supply and other fixtures therein in good and tenantable repair and condition (reasonable wear and tear and damage by fire, storm, tempest of God, riot and civil commotion excepted).

SECTION 4.04 Prohibition Against Undesirable Use

The Tenant shall not use the Premises for any illegal or unlawful purpose, not to or permit to be done any act or thing which may become a nuisance or give reasonable cause for complaint from any of the other Tenants or occupiers or lessees of the Premises (if any) and in particular not to use the Premises or permit the same to be used as a massage centre or health centre or laboratory or workshop or the preparation of goods for commercial purpose but to use the Premises only for the purpose specified in Part Nine of the Schedule hereof.

SECTION 4.05 To Use The Premises For A Particular Purpose

The Tenant shall not use the Premises or any part thereof for any purpose other than for the purpose specified in Part Nine of Schedule.

SECTION 4.06 Notices Affecting The Premises

The Tenant shall notify the Landlord in writing immediately upon receipt of any notice, order, direction or other things, which may affect the Landlord or the Premises or any part thereof.

SECTION 4.07 On Determination of Tenancy

The Tenant shall at the expiration or sooner determination of the tenancy hereby created or any renewal to peaceably and quietly yield up the Premises and all fixtures and fittings therein if any in such good order and conditions as the same are now (except as aforesaid) in accordance with the covenants hereinbefore contained and to quit and deliver vacant possession of the Premises to the Landlord promptly.

SECTION 4.08 Compliance With The Law

The Tenant shall at all times during the term hereby created or any renewal hereof to observe and comply with all conditions and covenants applicable to the Premises or binding upon the Landlord or otherwise however in respect of the Premises and shall not do or permit or suffer to be done or omitted any act matter or things in or respecting the Premises which contravene any provisions of any Act Ordinance Enactment Rule Regulations or By Laws now in force or hereafter enacted affecting the Premises.

SECTION 4.09 Damage To The Premises

The Tenant shall be responsible for and to indemnify the Landlord against all damage occasioned to the Premises caused by any act default or negligence of the Tenant or his servants and to pay and make good to the Landlord all and every loss and damage whatsoever incurred or stipulated by the Landlord as a consequence of any breach or non-observance of the Tenant's covenants herein contained and to indemnify the Landlord and the Landlord's estate and effects from and against all actions, claims, liability, cost and expenses thereby arising.

SECTION 4.10 Restrictions against Alterations

The Tenant shall not make or permit to be done any alterations in or additions to the Premises or the Landlord's fixture, fittings and decorations therein without having first obtained the written licence and consent of the Landlord thereof and in the event of such licence and consent given to carry out at the Tenant's own expenses, such alteration or additions with such materials in such manner and at such time as shall be designated by the Landlord and upon the determination or term hereby created if required by the Landlord to restore the Premises to their original state and condition at the expense of the Tenant.

ARTICLE V

LANDLORD'S COVENANT WITH TENANT

SECTION 5.01 To Pay Rates, Assessments and Maintenance Charges

- (a) That during the tenancy hereby created the Landlord will bear, pay discharge all present quit rent, city hall taxes, assessments, maintenance and service charges and all other outgoings imposed or payable in respect of the Premises other than those hereinbefore agreed to be paid by the Tenant;
- (b) The Landlord shall take responsibility to apply and install separate meter to Ground Floor of the Premises at his own cost and expenses.

SECTION 5.02 Peaceful Use of The Premises

That during the tenancy for as long as the Tenant shall pay all reserved rent promptly as it falls due and observe and perform their part of This Agreement to permit the Tenant to enjoy the Premises without any disturbances by the Landlord.

SECTION 5.03 To Restore and Repair Premises

The Landlord shall restore and to forthwith make good any replacement and or repairs (except those falling under section 4.10) specified in the notice by the Tenant to the Landlord specifying therein all necessary replacements and or repair to be affected and if the Landlord shall fail to effect the same within the Fourteen (14) days of such notice, the Tenant may make the necessary replacement(s) and to execute all repairs and the costs thereof shall be a debt due from the Landlord to the Tenant and shall forthwith be recoverable by action and may be appropriately deducted from the said rental.

SECTION 5.04 To Install Separate Meter

The Landlord shall be responsible to apply and install separate meter to the ground Floor at their own cost and expenses.

ARTICLE VI

MUTUAL COVENANT

SECTION 6.01 Default

If the Tenant shall :-

- a) fail to pay the reserved rent and/or service charge reserved within fourteen (14) days after the same becomes due and payable (whether formally demanded or not); or
- b) commit a breach of any term or covenant in this Agreement set forth and or contained;
- c) commits an act of bankruptcy,

then and in any such case, the Landlord shall serve notice in writing to the Tenant and in the event that the Tenant fails to rectify the default within fourteen (14) days from the date of receipt notice it shall be lawful for the Landlord at any time thereafter to terminate this Agreement and to re-enter the Premises or any part thereof and thereupon this Agreement shall become null and void and be of no effect and the said deposit shall be retain by the Landlord to satisfy any monies due to the landlord. It shall be also lawful for the Landlord to secure any goods or effects of the Tenant within the Premises or any part thereof to satisfy any monies due to the landlord.

SECTION 6.02 Service of Notice

Any notice required to be served hereunder shall be in writing and shall be deemed sufficiently served on the Tenant if addressed to him and left at or sent by registered post to the Premises and shall be deemed to have been delivered and received in the ordinary course of post.

SECTION 6.04 Indulgence or Waiver

Any indulgence given by the Landlord shall not constitute a waiver of the Landlord's rights herein mentioned.

SECTION 6.05 Time

Time wherever mentioned herein shall be of the essence of this contract.

SECTION 6.06 Cost

- (a) Each party shall be responsible for their own Solicitors' cost of and in connection with the preparation and completion of this Agreement.
- (b) The Tenant shall be responsible for and shall pay all stamp duty payable on this Agreement.

SECTION 6.07 Interpretation

In this Agreement where the context so admits the following expressions shall have the following meanings, that is to say :-

- a) words importing the masculine gender only shall be deemed to include the feminine and neuter gender; and
- b) the singular shall include the plural and vice versa.

SECTION 6.08 Binding Effect

This Agreement shall be binding upon the heirs and personal representatives, if any and the successors in title and permitted assigns of the parties hereto.

SECTION 6.09 First Right and Refusal

In the event that the Landlord shall enter into any agreement to sell or transfer the Premises, before the expiry of the term, the Landlord is obliged to offer to the Tenant to purchase the Premises at the purchase price offered by the prospective buyers.

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

Signed by the Landlord

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SHAFIE BIN KARIMIN
(Nric No. : 601230-10-5697)

in presence of:-

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Signed for and behalf of
The Tenant

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IFMAL TRADE SDN BHD
(CO. No. 1209398-K)
(Co. Seal)

in presence of:-

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THE SCHEDULE

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

PART	ITEM	PARTICULARS
1.	Date Of Agreement	: 1 day of MARCH 2025
2.	Particulars of the Landlord	: SHAFIE BIN KARIMIN (Nric No: 601230-10-5697) 3 Jalan 1/3N Mutiara Bangi 43650 Bandar Baru Bangi Selangor
3.	Particulars of the Tenant	: IFMAL TRADE SDN BHD (Co. No. 1209398-K) No 13, Jalan MJ 16 Taman Industri Meranti Jaya 47120 Puchong, Selangor
4.	Particulars of Premises	: All that premises known as Second Floor, No. B-2-13, Jalan Gerbang Wawasan 1, Seksyen 15, 43650 Bandar Baru Bangi, Selangor Darul Ehsan.
5.	Duration of Tenancy	: One (1) year commencing 1/03/2025 to 28/02/2026 and any further renewal shall be at the option of the Landlord and subject to increment of rental at the rate of Ten Percent (10%) of the current rent or equivalent to market price.

6.	Date of commencement of Tenancy	: 1/03/2025
7.	Reserved rent and manner of payment	: a) RM1,150.00 only per month for the throughout the tenancy period to be paid on or before the seventh (7 th) day of each and every month. b) Upon payment of such rent, the Landlord shall issue a receipt for the same to the Tenant, as an acknowledgement of such rental being paid.
8.	Security and Utilities Deposits	: None
9.	Authorised use of Premises	: Strictly for retail purpose only