

DATED THIS 01ST DAYS OF AUGUST, 2024

BETWEEN

PUAN SRI AMNAH BT JAFFAR
(NRIC No. 501030-01-5998)
(LANDLORD)

AND

HYAT COLLECTIONS SDN BHD
(Com Registration No. 1198063-K)
(TENANT)

TENANCY AGREEMENT

No. D-G-02 & D-2-02, Street Mall Bangi Gateway, Jalan Gerbang Wawasan 1, Seksyen 15,
43650 Bandar Baru Bangi, Selangor Darul Ehsan

TENANCY AGREEMENT

(Demised Premises: Commercial Building, No. D-G-02 & D-2-02, Street Mall Bangi Gateway, Jalan Gerbang Wawasan 1, Seksyen 15, 43650 Bandar Baru Bangi Selangor Darul Ehsan.)

TENANCY AGREEMENT is made the day and year stated in Section 1 of the First Schedule BETWEEN the party named and described in Section 2 of the First Schedule hereto (hereinafter referred to "**the Landlord**") of the one part AND the Party named and described in Section 3 of the First Schedule her (hereinafter referred to as "**the Tenant**") of the other part.

WHEREAS: -

- (I) The Landlord is the beneficial owner of the property described in Section 5 of the First Schedule hereto (hereinafter referred to as "**Demised Premises**").
- (II) The Landlord has agreed to let and the Tenant has agreed to take a tenancy of the Demised Premises for the period specified in Section 6 of the First Schedule hereto (hereinafter referred to as "**Initial Term**") upon the terms and conditions hereinafter set out.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. Agreement to grant and take a Tenancy

- a) Subject to the terms and conditions hereinafter contained and in consideration of the payment of the various deposits stated in Section 7 of the First Schedule hereto (hereinafter referred to as "**said Deposits**") by the Tenant to the Landlord upon execution of this Agreement, the Landlord hereby grants and the Tenant hereby takes a tenancy of the Demised Premises for the Initial Term at the monthly rental stipulated in Section 8 of the First Schedule hereto (hereinafter referred to as "**Monthly Rental**").
- b) The Initial Term shall commence from the date stated in Section 10 of the First Schedule hereto (hereinafter referred to as "**Commencement Date**").

2. The said Deposits

The said Deposits shall be held by the Landlord as security for due observance and performance of the stipulations, covenants, terms and conditions hereinafter contained on the part of the Tenant to observe and perform, subject to the following conditions-

(a) Rental Deposit

- (i) the Rental Deposit shall be security for due payment of the Monthly Rental by the Tenant and shall not at any time be taken by the Tenant as rental paid for any period and shall not be treated by the Tenant as automatic set-off against any arrears or future rental without the prior written approval of the Landlord;
- (ii) the Rental Deposit shall be forfeited by the Landlords absolutely in the event the tenancy hereby granted is terminated due to the fault of the Tenant

FIRST SCHEDULE

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

SECTION	PARTICULARS
1.	<u>The date of this Agreement</u> The 01 st days of August, 2024
2.	<u>The Landlord</u> PUAN SRI AMNAH BT JAFFAR (NRIC No: 501030-01-5998) Bank Beneficiary A/C No: 5622 6351 9102 MBB PIC MR Sumain: 013-2994023
3.	<u>The Tenant</u> HYAT COLLECTIONS SDN BHD (Company No: 1198063-K) PIC: 019-399 4377 Mr Shahirul Nizam
4.	<u>Description of the said Property</u> Two unit of shop-office building identified as; No. D-G-02 & D-2-02, Street Mall Bangi Gateway, Jalan Gerbang Wawasan 1, Seksyen 15, 43650 Bandar Baru Bangi, Selangor Darul Ehsan.
5.	<u>The Demised Premises</u> The whole of the said Property as described in section 4 herein above and bearing postal address of; No. D-G-02 & D-2-02, Street Mall Bangi Gateway, Jalan Gerbang Wawasan 1, Seksyen 15, 43650 Bandar Baru Bangi, Selangor Darul Ehsan.
6.	<u>The Initial Term</u> Two (2) years from the Commencement Date of the tenancy. <u>Renewal Option</u> A further Two (2) year.

SECOND SCHEDULE

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

SECTION

SPECIAL CONDITIONS

1. Rent Free Renovation Period

- (a) The Tenant shall not to do any addition relating to the structure of the Demised Premises without prior consent from the Landlord.
- (b) The Tenant shall be fully responsible for all electricity and water bills and other charges or deposits payable in connection with such renovation or fitting out works.

2. Not for Residential Use

The Tenant shall not use any part of the Demised Premises as a residential place for any of the Tenant's employees or servants or any other person.

3. Business Rental for Holding Over

The Tenant shall use the Demised Premises for the Lawful Business of the Tenant and shall be fully responsible for applying, obtaining all necessary business licenses or permits for the operation of its business in the Demised Premises and to maintain and renew the same as and when required.

4. Double Rental for Holding Over

Upon determination or termination of the tenancy hereby granted, if the Tenant failed to vacate from the Demised Premises and yield up vacant possession of the same to the Landlord in accordance with the provision of this Agreement, the Tenant shall be liable to pay the Landlord double rental for holding over or over staying in the Demised Premises for the holding over or over staying period. The Tenant shall be fully liable to pay the Landlord's legal costs for all legal actions taken to recover all outstanding moneys and repossess vacant possession of the Demised Premises for this purpose, in the event any part of the Demised Premises is sublet or licensed to any sub-tenant, the holding over by the sub-tenant shall be deemed holding over or overstaying by the Tenant and the Tenant shall be fully responsible for the act or omission of the sub-tenant.

5. Restoration of Utilities Supply

In the event due to failure on the part of the Tenant to settle in full any outstanding utilities bills or charges, the relevant authority refused to re-instate or re-connect the supply of water and/or electricity to the Demised Premises after determination or termination of the tenancy term, the Tenant shall be liable to reimburse in full all costs incurred and losses suffered by the Landlord to procure the reinstallation or reconnection of any such utilities to the Demised Premises, and the amount shall become a debt due to the Landlord by the Tenant.

6. Free To Sell, Convey, Transfer the Demised Premises by Landlord

The landlord may sell, convey, transfer the demised premises during the substance of the Tenancy hereby created until the expiration of the Fixed Term or its renewal (if any) however the transaction shall be subjected to the terms and conditions of this agreement.

7. Cut off the Supply of Water and Electricity and other utilities to the Demised Premises

The Landlord shall be entitled to instruct the relevant authority(ies) or body(ies) to terminate, suspend or cut off the supply of water and electricity and other utilities to the Demised Premise in the event of the Tenant shall fail to pay monthly rental and the utility bills punctually for a period of One (1) months. The Landlord shall also be entitled to look up the Premises at his sole discretion.

The Landlord shall not be liable to compensate or pay any damages to the Tenant for locking up the Premises and the termination or suspension of any utilities supply.

Upon full settlement of the arrears of rental or utilities bills, the Tenant shall at his own costs and expenses cause the supply of such utility(ies) to the Demised Premises to be restored.

[The portion herein below is intentionally left blank]