



KERAJAAN MALAYSIA

IBU PEJABAT
LEMBAGA HASIL DALAM NEGERI MALAYSIA
 MENARA HASIL
 PERSIARAN RIMBA PERMAI
 CYBER 8, 63000 CYBERJAYA
 SELANGOR DARUL EHSAN

**SIJIL SETEM**

ASAL

STAMP CERTIFICATE

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)
 Please attach this stamp certificate to the instrument as evidence of stamping

Cara Bayaran *Payment Method*

FPX TRANSACTIONS

No. Adjudikasi *Adjudication No.*

L01FC9E70CXB016

Jenis Surat Cara

PERJANJIAN SEWA

Type Of Instrument

SURAT CARA UTAMA

Tarikh Surat Cara

01/03/2025

*Date Of Instrument***Balasan** *Consideration*

RM 0.00

Maklumat Pihak Pertama / Penjual / Pemberi *First Party / Vendor / Transferor / Assignor*

PERBADANAN NASIONAL BERHAD, (9157-K, 196901000704)

Maklumat Pihak Kedua / Pembeli / Penerima *Second Party / Purchaser / Transferee / Assignee*

ROZZAZZ RESOURCES, (002912376-D, 201803396470)

Butiran Harta / Suratcara *Property / Instrument Description*

B-1-23, JALAN GERBANG WAWASAN 1, BANGI GATEWAY SEKSYEN 15, BANDAR BARU BANGI, 43650 SELANGOR



Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:

This is to certify this instrument is stamped and indorsed as below:

No. Sijil Setem <i>Stamp Certificate No.</i>	B0163A251035968
Tarikh Penyeteman <i>Date of Stamping</i>	17/03/2025
Duti Setem Dikenakan <i>Amount of Stamp Duty</i>	RM 360.00
Penalti <i>Penalty</i>	RM 0.00
Pelarasan <i>Adjustment</i>	RM 0.00
Jumlah Dibayar <i>Total Amount Paid</i>	RM 360.00
Indorsemen <i>Indorsement (Akta Setem 1949)</i>	Seksyen 37

LEMBAGA HASIL DALAM NEGERI

Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 17/03/2025 04:04:33

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di stamps.hasil.gov.my atau melalui aplikasi telefon pintar

The authenticity of this Stamp Certificate can be verified at stamps.hasil.gov.my or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani

This is a computer generated printout and no signature is required

--- tamat/end ---

DATED THIS

DAY OF

2025

BETWEEN

PERBADANAN NASIONAL BERHAD
(Company No. 196901000704 [9157-K])

AND

ROZILAWATI BINTI MOHD RADZI
(NRIC NO. 810523-05-5428)
trading as
ROZZAZZ RESOURCES
[Company No: 201803396470 (002912376-D)]

TENANCY AGREEMENT

Demised Premises:
No. B-1-23, Jalan Gerbang Wawasan 1,
Bangi Gateway, Seksyen 15,
43650 Bandar Baru Bangi,
Selangor Darul Ehsan.

[Ref. No. PERNAS/LEGAL/RR/HS/2025/013]

This **TENANCY AGREEMENT** is made the day and year as stated in Item 1 of Annexure I

BETWEEN : **PERBADANAN NASIONAL BERHAD (Company No. 196901000704 [9157-K])** particularly described in Item 2 of Annexure I hereto (hereinafter referred to as "the Landlord") of the one part;

AND : **ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428)** trading as **ROZZAZZ RESOURCES [Registration No. 201803396470 (002912376-D)]** particularly described in Item 3 of Annexure I hereto (hereinafter referred to as "the Tenant") of the other part.

Interpretation

1.1 Definitions

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

- (a) "Agreement" means this Tenancy Agreement and includes all annexures, appendices and schedules attached hereto.
- (b) "Advanced Rental" means payment of one (1) month rental in advance upon execution of this Agreement as per item 6 Annexure I.
- (c) "Landlord" means **PERBADANAN NASIONAL BERHAD (Company No. 196901000704 [9157-K])** and includes its successors in title and assigns;
- (d) "Tenant" means **ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428)** and includes (in the case of a natural person) its legal representatives and permitted assigns (in the case of a corporation or company) its successors in title and permitted assigns;
- (e) "Said Land" means the land held under **B-1-23, Jalan Gerbang Wawasan 1, Bangi Gateway, Seksyen 15, 43650 Bangi, Selangor Darul Ehsan** excluding such portion or portions of the land as may be surrendered or sold to any Appropriate Authority from time to time;
- (f) "The Building" means the office complex constructed on the said Land and shall be known as **Bangi Gateway** comprises of individual parcels of business premises to be used solely
- (g) "Appropriate Authority" means any national, state or local governmental, semi or quasi governmental or other body or authority, statutory or otherwise, including but not limited to any court or tribunal having jurisdiction in relation to the Building and the Demised Premises;

- (h) "Floor Plan" means the Typical Floor Plan of the Building annexed hereto marked "A";
- (i) "Demised Premises" means all that parcel of business premises particularly described in Item 4 of Annexure I hereto.
- (j) "Deposit" means the monies paid under Clause 4.01;
- (k) "Renewed Term" means any renewal term agreed between the parties.
- (l) "Service Charges" means the amount of money determined from time to time by the Landlord or by the Management Corporation and levied in the manner provided for under Section 45 of the Strata Titles Act, 1985 and includes the sinking fund for mechanical and electrical plant and machinery, the costs of maintenance and upkeep of the structural and external facade of the Building, lifts escalators and main air-conditioning plant, payment for electricity and water supplied and used in the Common Property of the Building including the employment and other expenses incidental to the employment of personnel engaged in and about the provision of services and maintenance and upkeep of the Common Property of the Building;
- (m) "Special Conditions" means this Agreement is subject to the Annexure III of this Agreement (if any);
- (n) "Management Corporation" means a management corporation established under Section 39 of the Strata Titles Act, 1965;
- (o) "Business Hours" means commencing from 8.00 am to 10.00 pm from Mondays to Sundays.

1.2 **Interpretations**

In this Agreement, unless inconsistent with or to the context:

- (a) Words applicable to natural persons shall be applicable to any persons, company, body corporate, firm or partnership, corporate or unincorporate and vice versa;
- (b) words importing the singular number or plural number shall be deemed to include the plural number or singular number respectively;
- (c) Words importing the masculine gender include the feminine and neuter gender and vice versa;
- (d) The expression "Landlord" and "Tenant" shall include the agents, contractors, sub-contractors, servants and/or employees of the same;
- (e) The expression "common areas" shall mean those parts, area, premises and facilities of and in the Building which are not demised or intended to be demised by the Landlord and/or the Management of the Building to the Tenant or to any other tenants and which are now or hereafter provided by the Landlord and/or the Management of the Building or designated at the Landlord's and/or Management of

the Building's absolute discretion from time to time as common areas for tenants, employees and their respective invitees and licensees in common with the Landlord and all the other persons having the like right to use the same;

- (f) The expression "Management of the Building" shall include any person or body corporate which manages, administers and have control over the common areas and shall include its agent, servant, assignee, employee, successor-in-title, representative and the Management Corporation as and when established pursuant to the Strata Titles Act 1985;
- (g) references to statutes, ordinances or regulations shall include any statutes, ordinances or regulations, amending, consolidating or replacing the same and all subordinate or other legislation from time to time relating thereto or in connection therewith;
- (h) a reference to any clause, annexure or schedule shall be reference to a clause, annexure, or schedule of or to this Agreement;
- (i) any covenant, term, condition or provision of this Agreement to be performed or warranty, guarantee or indemnity given by two or more persons shall bind those person jointly and each of them severally;
- (j) the headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit construe or describe the scope or intent of the term of this agreement;
- (k) a reference to any Party or to any Appropriate Authority or to any other person, corporation or association shall be a reference to them as so constituted from time to time and shall include their successors and permitted assigns;
- (l) where in this Agreement, the doing or executing of any act, matter or thing by the Tenant is dependent on the consent or the approval of the Landlord, such consent or approval may be given or withheld by the Landlord in its absolute discretion unless otherwise provided; and
- (m) the terms and conditions of this Agreement are to be read and interpreted together with the schedules attached hereto on which the said schedules shall form an integral part of this Agreement.

2. RECITALS

- 2.01 The Landlord is the beneficial owner of the Demised Premises more particularly as described in Item 4 of Annexure I hereto.
- 2.02 The Landlord agrees to grant and the Tenant hereby agrees to accept the tenancy of the Demised Premises on an as is where is basis and upon the terms and conditions express or implied in the master titles, separate strata title or individual title of the Demised Premises when issued and subject to the terms and conditions hereinafter appearing.

3. AGREEMENT FOR TENANCY

3.01 Tenancy

The Landlord agrees to grant and the Tenant hereby agrees to accept the tenancy (hereinafter referred to as "the Tenancy") of the Demised Premises (subject to the Tenant paid the Advanced Rental upon execution of this Agreement pursuant to the Letter of Offer) for a fixed term as stated in Item 5 of Annexure I (hereinafter referred to as "the Fixed Term") for the purpose of operating a business by the business name as stated in Item 13 of Annexure I hereto (hereinafter referred to as "the Tenant's Business") upon the terms and conditions hereinafter appearing. At the expense of the Tenant, the Landlord may grant to the Tenant a further term of tenancy from the expiration of the Fixed Term at a revised rental as stated in Item 14 of Annexure I hereto (hereinafter referred to as "Rental Review") upon covenants, terms and conditions to be determined by the Landlord in a new tenancy agreement to be executed between the Landlord and the Tenant.

4. PAYMENT OF DEPOSIT

4.01 Security Deposit, Reinstatement/Renovation and Utilities Deposit

The Tenant shall, on or before the execution of this Agreement, deposit with the Landlord the Security Deposit, Reinstatement/Renovation Deposit and Utilities Deposit as stipulated in Item 7, Item 8, and Item 9 respectively of Annexure I hereto (hereinafter collectively referred to as "the Deposits").

4.02 Use of Deposits

The respective Deposits shall under no circumstances be treated as rent, set-off or treated as payment towards arrears of any payment due from the Tenant to the Landlord and shall be maintained at the figures herein provided and as security to be applied by the Landlord in the event of breach by the Tenant of the terms and conditions herein.

4.03 Refund of Deposit

The Deposits shall be refunded by the Landlord to the Tenant at the end of the Fixed Term or early termination of this Agreement without interest and less any sum which may have fallen due to the Landlord in respect of any breach or breaches of the terms and conditions herein. The Landlord shall provide a notice for a period of not less than fourteen (14) days to the Tenant if it intends to utilize the said Deposits to make any outstanding payments to any third party and/or to set-off against any outstanding payment due to the Landlord that is properly due and payable by the Tenant at the end of the Fixed Term PROVIDED ALWAYS that in the event this Agreement shall be terminated for any reason whatsoever before its expiration due to the default and/or breach on the part of the Tenant and save and except for termination pursuant to Clause 14 herein, the Security Deposit and Utilities Deposit shall be forfeited absolutely by the Landlord for its entire own use but without prejudice to the Landlord's right to recover any further sum or sums from the Tenant as damages for any antecedent breach of this Agreement.

4.04 Reinstatement of Security Deposit

In the event the Security Deposit is reduced at any time during the Fixed Term arising from the Landlord's exercise of its right of deduction herein, the Tenant shall reinstate the Security Deposit by paying to the Landlord the amount appropriated within seven (7) days after the date of a written demand by the Landlord to do so provided however, the Landlord shall provide a minimum of thirty (30) days written notice to the Tenant with details of the cause before apportioning of the Security Deposit and such notice remain uncontested by Tenant. PROVIDED ALWAYS THAT the Landlord shall reserve the right to terminate this Agreement if the Tenant fails to pay its rental for two (2) consecutive months.

5. COMMENCEMENT OF TENANCY

5.01 Commencement Date

The Tenancy shall be deemed to have commenced on the commencement date as stated in Item 11 of Annexure I hereto (hereinafter referred to as "the Commencement Date") and the terms and conditions herein contained in this Agreement are binding on and enforceable against the Parties hereto with effect from the Commencement Date.

6. PAYMENT OF RENTAL

6.01 Monthly Rental

The rental as stated in Item 10 of Annexure I hereto shall be the rental payable monthly in advance on or before the seventh (7th) working day of each month by the Tenant to the Landlord (hereinafter referred to as "the Monthly Rental") in the manner as stated in Item 15 of Annexure I hereto (hereinafter referred to as "Payment Method"). The first Monthly Rental shall fall due on the Commencement Date.

7. NATURE OF TENANT'S BUSINESS

7.01 Tenant's Business

The Demised Premises shall only be used by the Tenant for the Tenant's Business which shall be operated under Shariah compliant business purposes only and not for any other trade, business, purpose or operations whatsoever and no change whatsoever shall be effected by the Tenant without the Landlord's prior consent in writing, which consent may be granted upon such terms as the Landlord deems fit or refused without any reason being accorded thereto.

7.02 Relevant Licenses/Permits

The Tenant shall be entirely responsible at the Tenant's own cost and expense to apply for, obtain and keep current all and any registrations, licenses, permits and/or consents required by the Appropriate Authorities, laws, by-laws and/or enactments for the carrying out of the Tenant's Business in the Demised Premises including any

permit, license and/or consent with respect to the Signages. The Tenant shall upon request from the Landlord furnish copies of the relevant licenses, permits and/or consents aforesaid to the Landlord at no cost to the Landlord.

7.03 Commencement of Business

The Tenant shall commence business at the Demised Premises on the Commencement Date, or such other date as the Landlord may agree to, failing which the Landlord shall be entitled to terminate this Agreement and all monies paid to the Landlord shall be forfeited to the Landlord as liquidated damages.

7.04 Signages

The design, mode and/or nature of all signages must be in accordance to Rule 13A of Registration of Businesses Rules 1957, notices, advertisements and/or any other forms of marking (hereinafter referred to as "Signages") to be used at, displayed or affixed to the Demised Premises and or to be affixed and/or displayed on any of the exterior walls of the Demised Premises or Building shall be subject to the Landlord's prior written approval which consent shall not be unreasonably withheld and subject to the Tenant obtaining prior written approval from the Appropriate Authority (if necessary).

8. TENANT'S COVENANTS

THE TENANT HEREBY COVENANTS AND AGREES WITH THE LANDLORD to observe, comply with, and do the following without fail or formal demand:

8.01 Rental

To pay to the Landlord the Monthly Rental in accordance with Clause 6 above and all other dues in the manner provided under this Agreement without any deduction or delays whatsoever and without the need of the Landlord to demand for or give any written advice of the same.

8.02 Utilities

- (a) The Tenant shall register the utilities account such as water, electricity, telephone, facsimile, internet, sewerage, and any other utilities (hereinafter referred to as "Utilities") under the name of the Tenant.
- (b) To pay the Appropriate Authorities all deposits and charges the Utilities for the supply and/or installation of such Utilities to or at the Demised Premises and for the use and consumption of such Utilities by the Tenant at the Premises, within seven (7) working days of any notice, bill and/or statement being rendered to the Tenant by the Appropriate Authorities for the payment of the same.
- (c) To forward to the Landlord within seven (7) days of such request by the Landlord, photocopies of the bills and receipts for any of the Utilities as

evidence of timely payments of such deposits and/or charges as stated in Clause 8.02 (a) above.

The Tenant shall upon being notified by the Landlord requiring the same, permit the Landlord or its agents or servants to inspect the original of such bills and receipts.

The Landlord may increase the Utilities Deposit from time to time by notice in writing to the Tenant with documents from the relevant authorities stating the said increase in the event that (i) the monthly utilities charges by the Tenant are higher than the Utilities Deposit; and/or (ii) where there is an increase of the utilities' tariffs by the authorities.

- (d) Provided Always that in the event that the Tenant shall fail, neglect and/or refuse to make payment as aforesaid the Landlord shall, after serving a notice to the Tenant to remedy the same within thirty (30) days of such notice, be entitled without prejudice to any other remedy as may be available to the Landlord, to disconnect or cause to be disconnected and/or discontinued the supply of the utility concerned, in which event the Landlord shall not be liable in any manner whatsoever for the consequences of such action to the Tenant's Business.

8.03 Restoration

Subject to the Landlord's covenant hereunder at the expiry of the Fixed Term or early termination of this Agreement, the Tenant shall vacate and handover the Demised Premises in bare unit (without any partitions, carpet or tiles) at a good and tenable repair and condition subject to normal wear and tear at the cost of the Tenant within thirty (30) days from the expiry of the Fixed Terms or early termination notice by either party.

Without prejudice to any other rights of the Landlord under this Agreement or at law, in the event the Tenant fails to restore the Demised Premises to its original state and condition (bare unit) acceptable to the Landlord, the Landlord shall carry out all necessary works and repairs to restore the Demised Premises to a state and condition acceptable to the Landlord and the costs incurred thereby shall be deducted from the Reinstatement/Renovation Deposit SUBJECT ALWAYS that the Tenant shall be liable to for any shortfall from the Reinstatement/Renovation Deposit.

8.04 Rates

Any increase (whether such increase is in the annual value or in the rate of assessment) in the quit rent, rates, assessment, property tax and/or other taxes of a like nature shall be borne and paid for by the Tenant by way of additional rental which corresponds to an amount equivalent to the said increase in the rates within fourteen (14) days upon the Landlord's receipt of any notice being rendered to the Tenant by the Landlord.

8.05 By-Laws, Rules

- (a) To observe and comply with all relevant and pertinent by-laws, laws, enactment and regulations currently enforced and/or hereinafter to be enforced by the Appropriate Authorities.
- (b) To observe and comply with all reasonable directions, rules and regulations that may from time to time be issued by the Landlord and/or the Management of the Building pertaining to the security, maintenance, servicing, management and operation of the Building in particular the rules and regulations governing the use of the Demised Premises.
- (c) To maintain the showcases, facades, Tenant's fittings, fixtures, displays, goods (as hereinafter defined) and the Demised Premises to a standard comparable with the rest of the other tenants.

8.06 Upkeep and Maintenance

- (a) To keep and maintain the entire interior of the Demised Premises including the ceiling, walls, fixtures and fittings, pipes, cables and wires therein in good and tenantable condition save for fair wear and tear failing which the Tenant shall make good any such damage at the Tenant's own cost and expense.
- (b) By the end of the Fixed Term and/or the Renewal Term of the Tenancy hereby created to paint with two coats of paint similar to the original colour all the internal walls including all doors and windows of the Demised Premises and to keep the windows glass clean internally.
- (c) To keep and maintain the fire equipment and fittings and license including all hoses, pipes, sprinklers, alarms and fire extinguishers therein in good and tenantable condition save for fair wear and tear failing which the Tenant shall make good any such damage at the Tenant's own cost and expense.
- (d) Not to place or leave on the entrance or stairways, passages or corridors of the Demised Premises any boxes or rubbish or otherwise encumber the same and keep the Demised Premises in a clean and sanitary condition.

8.07 To Permit Inspection and Repairs

The Tenant shall permit the Landlord and its agents with or without workmen and others at all reasonable times, upon reasonable prior notice by the Landlord, to enter and view the condition of the Demised Premises and to take inventories of the Landlord's fixtures and fittings therein and to do structural or external repairs to the Demised Premises or to other portions of the Building of which they may form a part or to any contiguous building not conveniently accessible otherwise than from or through the Demised Premises. The Landlord may serve upon the Tenant notice in writing specifying any repairs or work necessary to be done or replacement necessary to be made to comply with the Tenant's covenants to repair herein contained and require the Tenant forthwith to execute such repairs or work or make such replacements and if the Tenant shall not within thirty (30) days after the service

of such notice proceed diligently with the execution of such repairs or work or the making of such replacements then it shall be lawful for the Landlord to enter upon the Demised Premises and execute such repairs or work or make such replacements and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.

8.08 To Permit Lying of Wires, Pipes, etc

The Tenant shall permit the Landlord its agents or workmen to lay and fix in and lead through the Demised Premises all such wires, cables and ducts for electricity and air-conditioning installation and pipes for water gas heater and sewerage as the Landlord may from time to time require to be laid and fixed in and led through the Demised Premises for the general purposes of repairing, removing and replacing all or any of the said wires, cable, ducts and pipes.

8.09 Renovation

- (a) The Tenant shall at all times prior to the commencement of any works in regards to the signages and placing thereof, partitioning, decorating, designing and/or renovations in any manner or form of the Demised Premises (hereinafter referred to as "the Renovation Works") first inform and submit the sketch layout plan to the Landlord in writing for such Renovations Works for approval PROVIDED ALWAYS THAT the Tenant obtaining the prior written approval from the Appropriate Authority (hereinafter referred to as "the Approval"), if necessary.
- (b) The Tenant hereby agrees that the said Renovation shall be effected and completed at the sole costs and expense of the Tenant without any compensation payable by the Landlord in any manner whatsoever and the Tenant further undertakes and covenants as follows:-
 - (i) that it will prepare and submit the necessary building plans for the said Renovations Works to the Appropriate Authority for the Approval and deliver the approved plans to the Landlord upon approval thereof by the Appropriate Authority, if necessary;
 - (ii) subject to sub-clause (i) above, it will construct and complete the said Renovation Works in accordance with the requirements of the Approval and the Appropriate Authority.
- (c) The Tenant shall at all times indemnify and keep indemnified the Landlord against all actions proceedings claims costs charges expenses and demands that may be taken or made against the Landlord in respect of the Renovation Works and in respect of any injury to the person or any damage to property of the staff members workers servants visitors invitees or licensees of such staff members of the Tenant or any other occupier(s) while in or upon the Demised Premises during the term of the Tenancy or at any time when the Tenant is in physical possession of the Demised Premises (whether prior or after the determination of the Tenancy herein) before the possession of the Demised Premises is redelivered to the Landlord.

8.10 Structural Alterations

The Tenant shall not make or permit to be made any partitions alterations in or additions to the Demised Premises or any part thereof or the Landlord's fixtures, fittings and decorations therein without having first obtained the written license and consent of the Landlord and if the Landlord shall give such written license and consent to carry out at the Tenant's own expense such partitions alterations or additions with such designs and materials as shall be prescribed by the Landlord's architect and approved by the Landlord and the Tenant shall at the Tenant's own expense obtain all necessary planning and other consents pursuant to the provisions of any statute, rule, order, regulation or by-law applicable thereto and shall comply with the conditions thereof and upon the determination of the term hereby created and if requested by the Landlord the Tenant shall restore the Demised Premises to their original state and condition at the expense of the Tenant. No contractor shall be appointed by the Tenant to do or make the said partitions alterations in or additions to the Demised Premises (inclusive of all electrical, mechanical and carpentry work) unless the said contractor has been approved by the Landlord (such approval shall not be unreasonable withheld) and in granting such approval the Landlord may impose such reasonable terms and conditions as the Landlord may deem necessary.

8.11 Electrical and other additions

The Tenant shall not install, fix, add, remove and/or vary electrical points, wiring systems, exhaust systems, safety, utility, communication, plumbing and/or drainage systems save and except with the prior written consent of the Landlord and such consent shall not be unreasonable withheld.

8.12 Store Dangerous Objectionable Materials

The Tenant shall not use the Demised Premises as laboratory, workshop, store and/or storage area or to keep, store and/or permit to be kept on the Demised Premises or the Building any item, substance or material in breach of any laws, by-laws and/or enactments which will cause a material increase in the insurable risk of the Demised Premises or the Building. Particularly but not limited to the same, the Tenant shall not keep, store and/or permit to be kept incense, joss sticks, candles, oils lamps, weapons, arms, ammunition, gunpowder, saltpeter, kerosene and/or any other combustible or inflammable substances in the Demised Premises or the Building including but not limited to any products, wooden or otherwise relating to deceased persons.

8.13 Insurable Risk

- (a) The Tenant shall not intentionally do or permit to be done anything which may render any policy or policies of insurance taken by the Landlord and/or the Management of the Building in regard to the Demised Premises or to the Building or any part thereof, void or voidable or whereby the premium for such policies may be increased.

- (b) Without prejudice to the other rights of the Landlord, the Tenant shall repay the Landlord on demand all sums paid by them and/or the Management of the Building any increased premium and all reasonable expenses incurred by the Landlord and/or the Management of the Building in or about any renewal of such policy or policies rendered necessary by the Tenant's breach or non-observance of this clause 8.14 (a) subject to the Landlord providing relevant information, cover notes and/or documentary evidence of its insurance policy or policies' coverage to the Tenant on or before the Commencement Date.

8.14 **Tenant's Insurance**

The Tenant shall be responsible for the taking out of insurance in regard to the Tenant's chattels, property and goods in the Demised Premises including the taking out of an adequate public liability, fire and theft insurance policy. The Tenant shall submit copies of the aforesaid insurance policies to the Landlord and shall keep the Landlord notified in the event of cancellation, modification or increase of any of the said insurance policies. Provided always where it be deemed necessary at the Landlord's absolute discretion, the Landlord may require the Tenant to increase the scope and amount of such insurance coverage.

8.15 **Acts Affecting Fire Risks**

The Tenant shall not do anything whereby any insurance of the Demised Premises or of the Building against fire may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and shall make good all damages suffered by the Landlord and shall on demand pay to the Landlord any such increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant without prejudice to the other rights of the Landlord subject always to the Landlord providing relevant cover notes and/or documentary evidence of its insurance policy or policies' coverage evidencing the said increase.

8.16 **Sleeping in Premises**

The Tenant shall ensure not to use or permit the Demised Premises or any part thereof to be used for any other purpose than as described in Annexure I hereto and in particular shall not permit or suffer any one to sleep on the Demised Premises or use the same or any part thereof for residential purposes.

8.17 **Nuisance**

- (a) The Tenant shall ensure not to carry out or use or permit any activities or business which is illegal, unlawful or immoral in the Demised Premises or any part thereof or for any purpose which may adversely affect the interest of the Landlord or the reputation of the Building;
- (b) The Tenant shall ensure not to use or permit the Demised Premises or any part thereof be used for any entertainment or food and beverage outlets, bar, lounge, games arcade, sales and retail outlets, gymnasium or social escort

agency save and except of the nature of business declared by the Tenant to the Landlord; and

- (c) The Tenant shall ensure not to permit any act or use of the Demised Premises or the common areas which might become a nuisance or danger or cause offence or annoyance to or in any of the other tenants and occupiers of the Building.

8.18 Pets

The Tenant shall ensure that no pets and/or animals shall be kept in and/or brought into the Demised Premises or the common areas without the written permission of the Landlord which if given shall be deemed to be by way of revocable license.

8.19 Obstruction

- (a) The Tenant shall ensure not to leave any object nor deposit or permit to be deposited any goods, parcels, refuse, litter or any other thing in or upon the linkways, stairways, lift cars, passageways, fire escapes, any common areas or any other part of the Building which would obstruct the transit through such common elements or areas;
- (b) The Tenant shall ensure not to cause any obstruction in or on the approaches or passageways adjacent to or landing to the Building by leaving or parking or permitting to be left or parked any motor car, motorcycle, bicycle or other vehicles belonging to or used by the Tenant or its servants, agents or invitees or licensees.

8.20 No tampering of firefighting equipment

The Tenant shall ensure that firefighting equipment is not tampered with.

8.21 Lighting

The Tenant shall keep the Demised Premises well and sufficiently lit throughout and shall not block, darken or obstruct any of the windows, doors or glass walls or lights of the Demised Premises or the Building.

8.22 Security

The Tenant shall comply with the security rules, regulations or proceedings which may be made or imposed by the relevant body or authority in respect of the Building at any time and from time to time.

8.23 Prohibition of Public Announcements or Exhibition and Projections

The Tenant shall not affix paint or otherwise exhibit on the Demised Premises or any part thereof any signboard, name-plate, placard, advertisement, poster or thing whatsoever or any iron or other work whether permanent or temporary without the Landlord's previous consent in writing nor without the like consent (if necessary) of

any relevant authority but it is hereby agreed that the Tenant shall be entitled to a one line space on the Tenant's Directory Board at the main entrance lobby of the said Building (if applicable). No air-conditioning units, flagstaffs, wireless or television aerials shall be affixed or projected onto the exterior of the Demised Premises or on the windows and doors or in or about any part of the Building without prior approval in writing by the Landlord.

8.24 Subletting

The Tenant shall not sublet or part with the possession of the Demised Premises or any part thereof or assign the Tenancy herein created in any manner or guise whatsoever to any other party except with the written consent, of the Landlord, which consent shall not unreasonably be withheld.

8.25 Notice of Reletting

At all times during the three (3) calendar months immediately prior the expiry of the Fixed Term, the Tenant shall permit the Landlord to affix and retain on a conspicuous part of the Demised Premises a notice for re-letting or the sale thereof and to permit intending tenants and others with written authority and reasonable notice from the Landlord at reasonable times of the day to view the Demised Premises.

8.26 On Determination of Tenancy

At the expiration or sooner determination of this tenancy to remove all the Tenant's fixtures and fittings including all partitions erected by the Tenant at their own expense and to peaceably and quietly yield up the Demised Premises to the Landlord in good and tenantable repair and condition (bare unit) subject to normal wear and tear excepted, in accordance with the covenants hereinbefore contained and to replace at the Tenant's own cost any carpet/flooring tiles, walls, glass, light fittings, ceiling panels and electrical appliances which have been permanently marked or damaged by the Tenant in any way and the Tenant shall make good to the all damage caused to the Demised Premises during the course of or in consequence of such removal or replacement as per the original condition.

8.27 Imposition of Double Rental

In the event that the Tenant continues to remain in occupation of the Demised Premises and fails to surrender or yield up unto the Landlord the Demised Premises or fails to remove all its goods from the Demised Premises after the expiry of the Fixed Term or early determination of this Agreement, the Tenant shall be liable to pay double rental to the Landlord as agreed liquidated damages for the period between the date of termination of this Agreement and the date of delivery of vacant possession of the Demised Premises to the Landlord in accordance with the applicable laws. As a result of the Tenant's failure to surrender the Demised Premises, it shall be lawful for the Landlord to call in contractors to remove the fixtures and partitions on its behalf and all costs of such work shall be a debt due to the Landlord and be recoverable by the Landlord by setting off the said sums subject to Clause 4.03 together with other charges for any defects and damages caused to

the Demised Premises against the deposits referred to in Clause 4 herein Provided Always that this shall not be deemed to be a waiver of any of the Landlord's rights whether herein contained or by law to recover any of the aforesaid sums and costs or balance thereof.

8.28 Excessive Load

The Tenant shall not place or permit to be placed upon any floor of the Demised Premises a load in excess of fifty (50) pounds per square foot and shall when required by the Landlord to distribute any load on any floor of the Demised Premises in accordance with the direction and requirements of the Landlord and to place the loads only at places approved by the Landlord. In the interpretation and application of this Clause the decision of the Landlord's engineers and/or architects shall be final and binding upon the Tenant.

8.29 Use of Lifts

The Tenant shall convey all goods or merchandise entering or leaving the Building by the service lift and not place or take into the passenger lifts any baggage, furniture, parcels, sacks, bags, heavy articles or other goods or other merchandise save only such light articles as briefcases, attached cases and handbags

8.30 Upgrade of Building

In the event at any time during the term of this Agreement the Landlord is required by any relevant authority to upgrade the Building and or any structures, partitions or installations therein the Tenant hereby undertakes that it will forthwith at its own expense comply with such requirements in relation to inter-tenant partitions which were installed or erected by the Tenant in the Demised Premises.

8.31 Indemnity to Landlord

The Tenant shall be responsible for and shall indemnify the Landlord for all damage to the Demised Premises, the Building or to any adjacent or neighbouring premises and/or injury to any person, where such damage and/or injury is occasioned or caused by any act or negligence on the part of the Tenant, its agents, servants, employees, contractors, licensees and/or visitors. The Tenant hereby agrees and undertakes to pay and keep the Landlord fully indemnified for any and all loss, expense, cost and damage incurred and/or sustained by the Landlord as a consequence of the Tenant, its agents, servants, employees, contractors, licensees and/or visitors act or negligence and further to keep fully indemnified the Landlord and its successors-in-title against all actions, claims and/or proceedings so arising.

8.32 Occupiers' Liability

The Landlord shall not in any circumstance be liable to the Tenant, its servants, agents or agents or visitors :-

- (i) For any injury to persons or loss or damage to property howsoever caused by the Tenant, tenant's servants or agents or visitors; or

- (ii) For the security or safekeeping of the Demised Premises or any contents therein and in particular but without prejudice to the generality of the foregoing, the provision by the Landlord of watchmen and caretakers. The responsibility for the safety of the Demised Premises and the contents thereof shall at all times during the Tenancy rest with the Tenant.

9. LANDLORD'S COVENANTS

THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:-

9.01 Pay Rates

Except insofar as the same are contributable by the Tenant under the terms and conditions herein, to pay and discharge all existing and future, quit rent, rates taxes, assessments and outgoings payable in respect of the Demised Premises.

9.02 Repair

To keep in good repair the main structure, walls, floors, roof, and any essential parts, including painting and decoration of the Demised Premises insofar necessary use, peaceful possession and occupation of the Demised Premises by the Tenant. The Landlord shall repair any defects within fourteen (14) working days from the date the Landlord in receipt of notice by the Tenant requiring remedy of such defects.

9.03 Insurance

To insure and keep insured at all times during the Fixed Term the Demised Premises against loss 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 be deemed to bind the Landlord to insure or keep insured against consequential loss nor against damage to or destruction of any furniture, fittings, fixtures, stock-in-trade or Goods, chattels or effects of the Tenant situated in the Demised Premises or the Building.

9.04 Allow Tenant to remove Fixture

Upon the due expiration of the Fixed Term by effluxion of time, to permit the Tenant to remove all fixtures in the Demised Premises installed by the Tenant. Provided Always that the Tenant shall remove such fixtures prior to the last day of the Fixed Term and provided further that the Tenant shall make good all damage caused to the Demised Premises and/or the Building in its original condition during the course of and/or consequence of such removal.

9.05 Quiet Enjoyment

That so long as the Tenant shall pay the Monthly Rental hereby reserved and perform and observe the terms, conditions and covenants on the Tenant's part to be performed pursuant to this Agreement, to allow the Tenant to peaceably hold and

enjoy the Demised Premises during the Fixed Term without any interruption by the Landlord or any persons lawfully claiming through or under the Landlord.

9.06 Exclusion of Liability

The Landlord shall not be liable or responsible to the Tenant or any other person whatsoever for the breakdown or non-functioning of any of the electrical, air-conditioning, drainage, sewerage or any other systems or for the breakdown or non-functioning of any services to be provided to the Demised Premises, for any reason whatsoever or for the non-provision totally or partially of any of the systems or services consequent upon or arising as a result of causes or matter beyond the control of the Landlord or as a result of strike, lock-out, riot, disorder, civil commotion, war or enemy action, storm, tempest, flood, earth movements, earthquakes or any such other Acts of God.

10. DEFAULT

10.01 Events of Default

IT IS HEREBY AGREED BETWEEN THE PARTIES that in the event of the occurrence of any one or more of the event stated below i.e.:-

- (a) if the Monthly Rental hereby reserved shall remain in arrears and unpaid within fourteen (14) days after becoming due in accordance with Clause 6 above for two (2) consecutive months whether formally demanded or not; or
- (b) if the Tenant shall be in breach of any one or more of the terms and conditions herein or threaten to commit such a breach;
- (c) if the Tenant shall permit or suffer to be presented a Bankruptcy Notice or Winding Up Petition against the Tenant or against such person in whom the Tenancy hereby created shall vest or upon the presentation of a petition for liquidation or winding-up of the Tenant and such notice or petition is not withdrawn or successfully stayed or challenged by the Tenant within thirty (30) days from the date of presentation;
- (d) if the Tenant shall make any arrangement for the benefit of or enter into any arrangement with its creditors;
- (e) if the Tenant shall permit or suffer any execution or distress to be levied on any of the Tenant's goods or on any goods on the Demised Premises and such execution or distress is not successfully stayed or challenged by the Tenant within thirty (30) days from the date of execution or distress;

Then the Landlord shall be entitled to the remedies provided in Clause 10.02 herein and it shall be lawful for the Landlord at any time thereafter to serve a forfeiture notice upon the Tenant pursuant to Section 235 of the National Land Code and it is hereby mutually agreed that a reasonable time in which to remedy the breach the subject matter of the said forfeiture notice is fourteen (14) days and on the expiration of the period specified in the said forfeiture notice without the breach complained of having been remedied the Landlord shall forthwith be at liberty to re-enter upon the

Demised Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determined but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained.

10.02 **Consequence of Default**

It shall be lawful for the Landlord at any time thereafter to:-

- (a) forfeit the Security Deposit and the Utilities Deposit;
- (b) treat this Tenancy as absolutely determined or sooner terminated by the tenant's breach, without prejudice to any other right of action accruing to the Landlord in respect of any other breach by the Tenant of the terms and conditions herein; and/or
- (c) determine this Tenancy and re-enter the Demised Premises within thirty (30) days pursuant to Clause 8.03 of this Agreement or any part thereof subject to a seven (7) working days' notice being issued to the Tenant; and/or
- (d) to enforce any other right and remedy accruing to the Landlord subject to a seven (7) working days' notice being issued to the Tenant.

10.03 **Compensation Charges**

The Tenant shall pay to the Landlord by way of *Taa'wid* (Compensation) for any delay in payment of any sum due to the Landlord hereunder, whether installment or otherwise, a sum equivalent to one per centum (1%) per annum of the amount so payable calculated on actual days from the date such amount becomes due until the date of full and final settlement thereof as determined by the Landlord on any monies payable under this Agreement which may from time to time be overdue from the Tenant.

11. **FORCE MAJEURE**

11.01 In the event the Demised Premises or any part thereof shall at any time during the Fixed Term and/or the Renewed Term pursuant to Clause 12 of this Agreement be destroyed or damaged by fire, lighting, riot, civil commotion, tempest, war, pandemic, epidemic (hereinafter referred to as "the Event") and Provided Always that the destruction or damage sustained shall not have been caused by any act, default or negligence of the Landlord and/or the Tenant or by any other tenant/s or occupier/s in the Building, the Landlord shall appoint a consultant in accordance with Clause 13.02 to assess the destruction or damage caused to the Premises, which consultant shall determine:-

- (a) whether the destruction or damage is such that it renders the Demised Premises unfit for occupation and use, in which case the rental shall be suspended for so long as the Demised Premises shall remain unfit for occupation and use by the Tenant; or

- (b) where the damage does not render the Demised Premises unfit for occupation and use by the Tenant for the Tenant's Business, the extent of the damage in relation to the Demised Premises as a whole, in which case the rental payable shall be proportionately reduced for so long as the Demised Premises shall remain not reinstated.
- (c) In the event the Landlord does not rebuild or make fit the Demised Premises for the use and occupation of the Tenant within a reasonable time then either party shall be at liberty by one (1) months' notice in writing to the other to terminate this Agreement.

11.02 Landlord's Decision

The Landlord shall, subject to Clause 11.03 below, have Three (3) months from the date of the Event in which to decide whether to rebuild or reinstate the Premises, provided always that:-

- (a) if the Landlord decide not to reinstate or rebuild within a reasonable time, then the rentals shall cease and this Tenancy be deemed determined forthwith without prejudice to the rights of either party for any antecedent breach of covenant; or
- (b) if the Landlord decides to reinstate or rebuild, the parties hereby agree that Clause 11.01 shall continue to apply until such time the Demised Premises is restored to its condition prior to the Event.

11.03 Tenant may Terminate

In the event Demised Premises are not reinstated or rebuilt and fit for occupation within three (3) months from the date of the Event and provided always that the Tenant shall have first paid all the rentals and monies due to the Landlord pursuant to the provisions herein then the Tenant may at any time thereafter be entitled to terminate this Tenancy by giving fourteen (14) days written notice to the Landlord and this Tenancy shall be deemed determined and neither party shall have any claims against the other save and except in respect of any antecedent breach(es) and the Tenant will peaceably and quietly leave, surrender and yield up to the Landlord possession of the Demised Premises.

12. OPTION TO RENEW

12.01 Option to Renew

If the Tenant shall be desirous of renewing the Tenancy of the Demised Premises upon the expiration of the Fixed Term, the Tenant shall within three (3) months before the date of expiry of the Fixed Term herein give to the Landlord notice in writing of such desire to renew the Tenancy and Provided Always that:-

- (a) there shall not be at the time of the request and also at the time of the expiry of the Fixed Term any existing breach of this Agreement;

- (b) the Tenant shall have paid all the rentals and monies due to the Landlord pursuant to the provision herein;
- (c) the Tenant shall have duly observed and performed all the terms and conditions herein;
- (d) the Tenant shall have paid the increase on the corresponding increase in the Security Deposit as may be required by the Landlord pursuant to the terms of this Agreement;
- (e) the Tenant agrees to pay the increase on the Utilities Deposit or any other deposits or charges as may be required by the Landlord pursuant to the terms of this Agreement. Provided Always that such increase on the Utility Deposit or any other deposits or charges shall correspond to the increase in the usage and billing of such utilities; and
- (f) the Tenant shall have kept and maintained the Demised Premises in the manner and form reasonably required by the Landlord pursuant to the terms of this Agreement; and

the Landlord shall have the discretion not to extend the Tenancy or to grant to the Tenant a renewed Tenancy for a further term from the expiration of the Fixed Term at the respective Rental Review stated in item 14 of Annexure I hereto on the same terms and conditions herein contained. In the event that the Landlord refuse to extend the Tenancy, Clause 8.03 shall apply mutatis mutandis.

12.02 Monthly Tenancy

Under any unforeseen circumstances, if this Tenancy is not renewed upon its expiration and the Tenant remains in possession of the Demised Premises with the Landlord's written consent and upon such additional terms and conditions as the Landlord shall impose, the Tenant shall be deemed a monthly Tenant only and the rental for such a monthly tenancy shall be paid monthly in advance without fail or formal demand.

The monthly tenancy shall be determinable by giving one month's notice in writing but otherwise, shall be subject in all respects to the terms and conditions herein.

13. EXERCISE OF DISCRETION

13.01 Landlord's Decision/Consent

The Landlord shall be entitled absolutely without question, to exercise any discretion or liberty wheresoever accorded to the Landlord pursuant to the terms and conditions herein and may grant or refuse or decline any request for consent made by the Tenant with valid justification and reason and there shall not be any delay in granting such consent or approval.

13.02 Consultants

The Landlord may at its absolute discretion without any prior reference to the Tenant, seek the advice, opinion or view of an independent, professionally qualified and/or experienced third-party prior to the exercising of its discretion, the making or any decision, and/or the granting or refusing of such request for consent by Tenant provided the Landlord shall bear the costs and fees of the services of such third-party. The Tenant shall be entitled to a copy of the report submitted by the third-party provided it bears a portion of the costs of such third party to be mutually agreed upon.

14. TERMINATION BY EITHER PARTY

- 14.01 It is hereby agreed that both parties shall not be allowed to terminate this Agreement at any time during the Fixed Term and Renewed Term (unless in the Event of Default as specified in Clause 10 hereinabove). The Tenant hereto expressly agrees and confirms that in the event of the Tenant vacating the Demised Premises prior to the expiration of the Fixed Term hereby created for any reason whatsoever, the Tenant shall remain liable to pay to the Landlord the rental for the unexpired term without prejudice to any claims by the Landlord for any antecedent breach of the Tenant of any terms and conditions of this Agreement and all costs and expenses incurred by the Landlord in the enforcement of this clause including the Landlord's solicitors' fees on a solicitors' clients' basis shall be borne by the Tenant absolutely.

15. GOVERNMENT ACQUISITION

- 15.1 In the event of the exercise of any rights or the taking of any steps under the Land Acquisition Act 1960, by the government or any other authority having power in that behalf, between the date of this Agreement, to acquire all or a part of the Demised Premises, the Landlord shall notify the Tenant within five (5) working days forthwith on the Landlord receiving notice of the exercise of such rights or the taking of such steps.
- 15.2 On receiving a notice under Clause 15.1 hereof, the Tenant shall within thirty (30) days, returned to the Landlord the Demised Premises subject to Clause 8.03 and the Landlord to refund the Deposit accordance to the terms and condition of Clause 4.03 of this Agreement.

Thereafter this Agreement shall be null and void and neither party hereto shall have any claims against the other.

16. DISCLOSURE

The Tenant hereby gives consent to the Landlord to disclose (whether in writing or otherwise) from time to time, any information on or concerning the Tenant, the Tenancy, the Transaction Documents, the state of the Tenant's accounts with and liabilities to the Landlord and any other matter affecting or which may be affected by the foregoing matters in such manner and to such extent as the Landlord may reasonably require to:-

- a) the Government of Malaysia and any other monetary, governmental or other authorities, agencies or bodies having jurisdiction over the Landlord who have requested such information in writing in connection with transaction contemplated under this Agreement; and/or
- b) the Landlord's related and associate companies; and/or
- c) Credit Reporting Agency ("CRA"); and/or
- d) the Central Credit Bureau ("CCB") established by Bank Negara Malaysia; and/or
- e) any assignee or potential assignee of the Landlord in respect of the proposed assignment by the Landlord of any of its rights, interest or benefit or in connection with the Property or the Transaction Documents.

Provided that, the Landlord shall notify the Tenant in writing prior disclosure of such requested information pertaining to the Tenant.

In addition, the Tenant grants permission to the Landlord to collect information regarding approved facilities, total aggregate credit facilities and whomever approached for credit facilities by the Tenant from any Credit References Agencies, whenever necessary.

17. MISCELLANEOUS

17.01 Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 ("AMLA")

- a) The Landlord shall be entitled to obtain all necessary information required including the financial source of the Tenant's fund. The Landlord shall also be entitled to lodge a report to the relevant authorities and to extend full cooperation in order for the relevant authorities to carry out their duties under the said Act.
- b) The Tenant has never and would not:
 - (i) engage, directly or indirectly, in a transaction that involves proceeds of any unlawful activity;
 - (ii) acquire, receive, possess, disguise, transfer, convert, exchange, carry, dispose, use, remove from or brings into Malaysia proceeds of any unlawful activity; and
 - (iii) conceal, disguise or impede the establishment of the true nature, origin, location, movement, disposition, title of, rights with respect to, or ownership of, proceeds of any unlawful activity.
- c) The Tenant confirms to the Landlord that it is not involved in any money laundering activity within the meaning of Section 3 of the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001.

17.02 Anti-Corruption Laws/Guidelines

- a) the Tenant shall conduct its businesses in compliance with applicable Anti-Corruption Laws/Guidelines and has instituted and maintains policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws/Guidelines;
- b) the Tenant shall conduct its operations at all times in compliance with applicable Anti-Corruption Laws/Guidelines and there is no litigation, regulatory or administrative proceedings before any court, tribunal or agency with respect to any Anti-Corruption Laws/Guidelines that have been started or (to the best of its knowledge and belief) threatened against it;
- c) the Tenant undertakes to immediately notify the Landlord if in connection with this Agreement or the business resulting therefrom it:
 - (1) receives or becomes aware of any request from a government official or any person (including its employees agents, sub-contractors or independent consultants) for any payment, gift, promise, financial or other advantage either tangible or intangible, including gifts or kick-backs, or permit or authorises any of the aforesaid acts, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation of payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity; or
 - (2) becomes aware of any of its employees' behaviour which is, inconsistent with the Anti-Corruption Laws/Guidelines applicable;
- d) neither the Tenant nor any of its employees, sub-contractors, independent consultants, agents or its related parties, is a government official or other person who could assert illegal influence on behalf of itself. If any of the abovementioned persons becomes a government official, it shall promptly notify the Landlord of the same;
- e) the Tenant shall take all reasonable efforts to maintain adequate internal controls and procedures to assure compliance with Anti-Corruption Laws/Guidelines including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received; and
- f) the Tenant agrees that the Landlord shall have the right to suspend or terminate this Agreement on immediate written notice should the Landlord becoming aware of a breach of warranty, undertaking, or violation of the applicable Anti-Corruption Laws/Guidelines.

17.03 Personal Data Protection Act 2010 ("PDPA")

- (a) The Landlord may request the Tenant from time to time to provide the personal data and information of the Tenant, and/or any third party (including but not limited to) directors, shareholders, employees, representatives and/or any other individual ("the Individual") in the course of the Tenant's business and/or transactions ("Personal Data").
- (b) The Tenant warrants that it has complied with the PDPA and have obtained the relevant consents from the Individual in relation to the processing and disclosure of their Personal Data.

17.04 Costs

- (a) All legal fees, stamp duty and disbursement fee payable in respect with this Agreement shall be fully borne and paid by the Tenant.
- (b) The Tenant shall pay the costs and expenses (including the Landlord's solicitor and client costs) incurred by the Landlord in connection with any notice served on the Tenant to pay the Monthly Rental or to remedy a breach of any of the terms and conditions herein or in connection with any legal action or proceeding against the Tenant for or in respect of any default or non-compliance or breach of the terms and conditions herein.

17.05 Notice

Any and all notices and/or demands required to be issued or served pursuant to this Agreement unless specifically specified otherwise, shall be in writing and sent to the relevant party by Certificate of Posting or by hand. Where the service is effected by posting, the notice and/or demand shall be deemed to be properly served within Five (5) days of posting if the same is addressed to the relevant party's address contained herein.

17.06 Time

Time wherever mentioned shall be of the essence.

17.07 Measurement

All measurements contained in this Agreement are believed but not guaranteed to be correct. Any error or discrepancy whenever discovered shall not affect the validity of or nullify this Agreement in any manner whatsoever, save that all payments, rents, deposits and other payments based on such measurements of the Demised Premises shall thereafter be adjusted accordingly. Provided always that it is hereby agreed that all measurements are to include the entire area marked in red in Annexure II and all areas occupied by columns, pillars and built-ins in the Premises.

Further Provided Always that all payments of such prior to the discovery of such error or discrepancy shall be deemed correct.

17.08 Successors

This Agreement shall be binding on the legal representatives, successors in title and heirs of the parties hereto.

17.09 Exclusion Clause

In addition and not in derogation of any other exclusion clauses herein contained; except in the event of willful and intentional default of the Landlord, its servants, agents or nominees, the Landlord shall not be liable to the Tenant, its servants, agents, invitees or licensees for any damage, injury or loss which may be caused to or suffered by the Tenant or its servants, agents, licensees or invitees occasioned by or arising from fire, water, storm, tempest, earthquake, earth movement, landslide, insects, rodents, theft, burglary, explosion, nuclear fallout, riots, civil commotion, enemy action or by reason of the defective working, stoppage or breakage of or defects in any appliances, pipes, cables, escalators, lifts, air-conditioning plant or other machinery and/or electrical systems in or under or passing through or connected with or used for the purpose of the Demised Premises, the Building or any part thereof or occasioned by or arising from the overflow of water from any other part or parts of the Building into the Premises.

17.10 No waiver

Any indulgence given by the Landlord shall not constitute a waiver of any right or prejudice any other of the Landlord's rights herein contained.

17.11 Annexures

This Annexures annexed hereto shall be taken read and construed an essential part of this Agreement.

******The remainder of this page is intentionally left blank******

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

PERBADANAN NASIONAL BERHAD
(Registration No. 196901000704 [9157-K])
by its Attorney:-

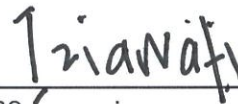
SIGNED by
for and on behalf
of the Landlord
in the presence of:-



Name :
NRIC No. :

NURAMALIA SOFIA AHMAD
Senior Executive, Legal Department
NRIC : 970825-10-5788

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Name :
NRIC No. : **Nur Iziawati binti Suhaimi**
Head of Group Finance Division
C.A.(M)32944
790827-03-5500



Name :
NRIC No. : **NAZEERA BINTI HANIFA**
Head, Legal Department
NRIC: 771024-07-6292

ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428) trading as **ROZZAZZ RESOURCES** [Registration No. 201803396470 (002912376-D)] by its Attorney:-

SIGNED by
for and on behalf
of the Tenant
in the presence of:-



Name **MOHD AZIZI BIN MOHD KAMIN**
NRIC No. **691218-10-6525**

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Name : **ROZILAWATI BINTI MOHD RADZI**
NRIC No. : **810523-05-5428**

ANNEXURE I

(To be taken read and construed as an essential part of this Agreement)

1.	i. Date of Agreement ii. Date of Letter of Offer	Date: Date: 26 Februari 2025 and includes any subsequent Letter of Offer, amendment, variation or supplemental to the Letter of Offer.
2.	Particulars of Landlord	PERBADANAN NASIONAL BERHAD (Registration No. 196901000704 (9157-K)) a company incorporated in Malaysia and having its registered address at; Level 16, Menara Pemas, Tower 7, Avenue 7, Bangsar South City, No. 8, Jalan Kerinchi, 59200 Kuala Lumpur.
3.	Particulars of Tenant	ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428) trading as ROZZAZZ RESOURCES [Registration No. 201803396470 (002912376-D)] a company incorporated in Malaysia and having its registered address at; No. 1, Jalan Jelok Impian 16, Taman Jelok Impian, 43000 Kajang, Selangor
4.	Demised Premises	All that one (1) unit of business premise known as B-1-23, Level 1 situated within the Building measuring in area 1,220 square feet bearing postal address B-1-23, Jalan Gerbang Wawasan 1, Bangi Gateway, Seksyen 15, 43650 Bangi, Selangor Darul Ehsan.
5.	Fixed Term	Three (3) years (Commencing on 1 st March 2025 and expiring on 29 th February 2028).

6.	Option to Renew	N/A.
7.	Free Period Rental	One (1) Month 1 st March 2025 – 31 st March 2025
8.	Advance Rental (One (1) month rental)	Ringgit Malaysia Two Thousand and Five (RM2,500.00) only.
9.	Security Deposit (Two (2) months rental)	Ringgit Malaysia Five Thousand (RM5,000.00) only.
10.	Renovation & Restoration Deposit (One (1) month rental)	Ringgit Malaysia Two Thousand and Five Hundred (RM2,500.00) only.
11.	Utilities Deposit (Half (1/2) month rental)	Ringgit Malaysia One Thousand Two Hundred and Fifty (RM1,250.00) only.
12.	Monthly Rental	Ringgit Malaysia Two Thousand and Five Hundred (RM2,500.00) only.
13.	Commencement Date	1 st March 2025
14.	Tenant's Business	ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428) trading as ROZZAZZ RESOURCES [Registration No. 201803396470 (002912376-D) under the business name of "ROZZAZZ". Nature of business : Boutique.
15.	Rental Review	The Monthly Rental payable for the next extended term shall be increased at a rental rate capped at a maximum of ten percent (10%) from the existing rental rate or to such other rates as may be mutually agreed by the parties. The Company shall pay all the deposit amount based on the Monthly Rental and shall be adjusted and topped up by the Company in accordance with any increases in the amount of the rental.
16.	Payment Method	To pay the Monthly Rental in the manner and on the day as aforementioned by depositing into

TENANCY AGREEMENT
 ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428)
 TRADING AS ROZZAZZ RESOURCES (COMPANY NO. 201803396470 [002912376-D])
 PROPERTY: NO. B-1-23, JALAN GERBANG WAWASAN 1, BANGI GATEWAY, SEKSYEN 15,
 43650 BANDAR BARU BANGI, SELANGOR DARUL EHSAN.

		JOMPAY: Biller Code: 22947
17.	Special Condition	N/A.
18.	Other Fees (Fees for preparation of agreement documents)	Ringgit Malaysia Two Hundred (RM200.00) only.

TENANCY AGREEMENT
ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428)
TRADING AS ROZZAZZ RESOURCES (COMPANY NO. 201803396470 [002912376-DJ])
PROPERTY: NO. B-1-23, JALAN GERBANG WAWASAN 1, BANGI GATEWAY, SEKSYEN 15,
43650 BANDAR BARU BANGI, SELANGOR DARUL EHSAN.

ANNEXURE II

Floor Plan

TENANCY AGREEMENT
ROZILAWATI BINTI MOHD RADZI (NRIC NO. 810523-05-5428)
TRADING AS ROZZAZZ RESOURCES (COMPANY NO. 201803396470 [002912376-D])
PROPERTY: NO. B-1-23, JALAN GERBANG WAWASAN 1, BANGI GATEWAY, SEKSYEN 15,
43650 BANDAR BARU BANGI, SELANGOR DARUL EHSAN.

ANNEXURE III
(Special Conditions)

None other than those stipulated in the Letter of Offer, or such supplementary letter(s) issued by
Landlord to the Tenant from time to time.