

DATED THIS

OF

2025

BETWEEN

DATO' MOHD ZAMRI BIN YUSOFF
(NRIC NO.: 691115-03-5381)
("the Landlord")

AND

MUMTAZ JAYA SDN. BHD.
(Company Registration No.: 202301031874 [1525797-T])
("the Tenant")

TENANCY AGREEMENT

MESSRS HARRISON RAZ & KAL
Advocates & Solicitors

Seri Kembangan Branch
B-01-08, Streetmall One South,
Serdang Perdana,
43300 Seri Kembangan, Selangor
No. Tel: 03-8655 5730
E-mail: hrklegal@sk@gmail.com

AN AGREEMENT made the day and year stated in Item 1 of the FIRST SCHEDULE hereto

Between

The party named in Item 2 of the FIRST SCHEDULE hereto ("the Landlord");

And

The party named in Item 3 of the FIRST SCHEDULE hereto ("the Tenant").

RECITALS:-

The Landlord is the registered/beneficial owner of the premises which is more particularly described in Item 4 of the FIRST SCHEDULE hereto ("the Demised Premises"); and

The Landlord is desirous to let and the Tenant is desirous to rent the Demised Premises on an "as is where is" basis upon the terms and conditions contained in this Agreement.

1. AGREEMENT TO LET

1.1 The Landlord has agreed to let and the Tenant has agreed to rent the Demised Premises:

- (a) for a fixed term as stated in Item 5(a) of the FIRST SCHEDULE hereto ("Term") with an option to renew the tenancy up to a period stated in Item 5(b) of the FIRST SCHEDULE hereto ("Option Period");
- (b) the Term commencing and expiring on the dates stated in Item 6(a) and Item 6(b) respectively of the FIRST SCHEDULE hereto ("Commencement Date" and "Expiry Date" respectively); and
- (c) at a monthly rental in the sum stated in Item 7 of the Schedule hereto ("the Rent") payable in advance for the first (1st) month and in full by the fifth (5th) day of each and every calendar month ("Due Date")

subject further to the terms and conditions herein contained (hereinafter referred to as the "Tenancy").

1.2 In the event of failure by the Tenant to pay the monthly Rent by the Due Date as stipulated in Clause 1.1 (c) above, interest of One Percent (1%) per day over such Rent or any part thereof outstanding, calculated from the date immediately after the Due Date until the date for the payment in full of such Rent shall be payable to the Landlord by the Tenant without prejudice to the Landlord's right to terminate this Tenancy under Clause 4.1(a) below or any other right of the Landlord under the provisions of this Agreement arising from such failure of the Tenant.

1.3 The Tenant has inspected and is satisfied with the condition of the Demised Premises and agreed to take possession of the Demised Premises on an "as is where is basis" upon the delivery of the vacant possession of the Demised Premises to the Tenant and subject to the payment of the deposits and advance rental payable by the Tenant under Clause 1.5.

1.4 The tenancy of the Demised Premises shall be solely responsible for any installation, maintenance, replacement and/or removal of the same PROVIDED ALWAYS THAT the Tenant shall have obtained a prior written approval(s) from the Landlord before any

installation, maintenance, placement of any fixtures or fittings at or in or for the Demised Premises.

1.5 Upon the execution of this Agreement the Tenant shall forthwith pay to the Landlord the following monies:-

- (a) a sum stated in Item 8(a) of the FIRST SCHEDULE hereto as the advance rental payable for the 1st month of the said Tenancy (the "Advance Rental") (the receipt of which the Landlord expressly acknowledges);
- (b) a sum stated in Item 8(b) of the FIRST SCHEDULE hereto as security deposit ("the Security Deposit") (the receipt of which the Landlord expressly acknowledges) to secure the due observance and performance by the Tenant of the stipulations, terms, conditions and covenants of this Agreement; and
- (c) a sum stated in Item 8(c) of the FIRST SCHEDULE hereto as the utility deposit (the "Utility Deposit") (the receipt of which the Landlord expressly acknowledges).

1.6 The Security Deposit under Clause 1.5 (b) hereof shall not at any time be deemed to be payment in advance of the rent herein reserved nor shall be applied in any manner for the satisfaction of any monies payable to or recoverable by the Landlord during the continuance of this Agreement and the same shall be refunded without interest to the Tenant only upon the determination of the Tenancy less such sum or sums as may be found to be due to the Landlord or payable in respect of damages suffered by the Landlord on account of default or breach on the part of the Tenant or any of the terms and conditions of this Agreement.

Notwithstanding anything stated in this Agreement to the contrary, the Security and Utility Deposits shall not be utilized for purposes of setting off the Rent or any part thereof or to settle any sum or sums due by the Tenant to the Landlord under this Agreement **PROVIDED ALWAYS THAT** in the event that due to consumption of utilities by the Tenant, the Landlord is required by the relevant authorities to pay additional deposits in respect thereof, the Tenant shall pay additional Utility Deposit(s) as and when required by the Landlord. The Tenant shall also be fully liable to pay or reimburse the Landlord for the costs and expenses of installation of any additional electricity cabling and /or meter above the existing power capacity of 60M, if any.

2. THE TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord as follows:

- 2.1 To pay to the Landlord the Rent by way of crediting the rental into the Landlord's bank account number **114150340179 (Maybank Islamic)** in the manner stated in Clause 1.1 (c) above.
- 2.2 To pay the Deposits and Rent to the Landlord at the times and in the manner stated above without any deductions or set-off whatsoever.
- 2.3 To register and to pay all utility charges incurred as from the date of delivery the vacant possession including but not limited to water, electricity, Indah Water costs or charges and bills incurred by the Tenant.

- 2.4 To effect and maintain at its own cost and expenses throughout the duration of the Tenancy the following insurance policies with adequate coverage on the basis of circumstances prevailing at such time and make such annual upward revision if necessary of the coverage based on the circumstances then prevailing:
- (a) third party general liability; and
 - (b) such insurance policy to provide sufficient coverage for the Tenant's goods kept or stored in or at the Demised Premises and to apply the proceed of any such insurance policies which are received following a claim by the Tenant to make good and make such loss or damage to the Demised Premises and any excess after making good and remedying the Demised Premises shall accrue to the Tenant. If the compensation provided under such insurance policies is insufficient to make good or remedy such loss and damage, the Tenant agrees at its own costs and expenses to indemnify and keep the Landlord fully indemnified and/or save harmless the Landlord from any loss or damage suffered.
- 2.5 The Tenant shall not do or suffer to be done anything that will cause the policy or policies of insurance in respect of the Demised Premises or on the furniture, fixtures and/or fittings thereat or on the building in which the Demised Premises is situated to become void or voidable.
- 2.6 The Tenant shall not bring or store or permit or suffer to be brought or stored on all or any part of the Demised Premises any goods articles or things which in the absolute opinion of the Landlord is unlawful, inflammable and/or of a dangerous or hazardous nature, inflammable liquid or materials or thing which shall constitute a fire hazard or to do or permit or suffer to be done anything whereby any policy of insurance on the Demised Premises may become void or voidable or whereby the rate of premium may be increased and to fully repay, reimburse and/or indemnify the Landlord by way of increased premium and all expenses, costs and/or charges incurred by the Landlord in or about any renewal of such policy rendered by a breach of this covenant.
- 2.7 To permit the Landlord at all reasonable times to enter the Demised Premises or any part thereof and examine the condition of the Demised Premises and thereupon the Landlord may serve upon the Tenant a notice in writing specifying the repairs of works necessary to be done and require the Tenant forthwith to execute the same and if the Tenant shall not within fourteen (14) days after the service of such notice proceed diligently with the execution of such repairs or works then the Landlord with or without workmen and others may enter upon the Demised Premises and execute such repairs or works and the Tenant hereby agrees that the costs thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverably by action.
- 2.8 Not to make or permit or suffer to be made any alterations in or additions to the Demised Premises either internally or externally or replace any of the fittings or fixtures without the prior written consent of the Landlord, such consent shall not be unreasonably withheld by the Landlord and the Tenant shall, at its own costs and expenses, restore the Demised Premises to its original state and condition (fair, wear and tear excepted), if so required by the Landlord.
- 2.9 To fully pay, compensate, indemnify or reimburse the Landlord for any cost/expenses incurred and/or for any losses and/or damages suffered by the Landlord as a result of any kind of injury or damage caused or done to the Demised Premises during any form of renovation works carried out by the Tenant at the Demised Premises.

- 2.10 To use the Demised Premises for the purpose stated in Item 9 of the FIRST SCHEDULE hereto only and for this purpose, the Tenant shall not at any time bring and/or allowed occupation of the Demised Premises by any worker, employee, servant or agent and/or foreigner without legal or lawful working permit and/or license to stay or work in Malaysia and shall keep the Landlord indemnified for any damages or losses incurred or liabilities in relation to or as a result thereof.
- 2.11 Unless otherwise agreed by the Landlord in writing, not to remove any fixtures or fittings on the Demised Premises, permanent or otherwise not otherwise erected by the Tenant, its agents, employees or servants at any time during the Tenancy hereby created or at the determination of this Tenancy.
- 2.12 Unless otherwise agreed by the Landlord in writing, the Tenant shall at its own costs and expenses and upon the expiration or sooner determination of this Tenancy in accordance with this Agreement: -
- (a) To remove all fixtures and fittings belonging to the Tenant and to deliver vacant possession of the Demised Premises to the Landlord save and except fixtures which cannot be removed without causing damage to the Demised Premises; and
 - (b) To restore the Demised Premises to its original state and condition as at the date of the delivery of vacant possession of the Demised Premises within twenty one (21) days from the date of the termination or expiration of this Tenancy in accordance with this Agreement. In the event that the Tenant fails, refuses or neglects to do so, the Landlord may remove such fixtures and fittings and restore the Demised Premises as aforesaid. Notwithstanding anything in this Agreement to the contrary, it is hereby agreed by the Tenant that the costs and expenses incurred by the Landlord for such removal and restoration thereof shall be a debt due and become payable by the Tenant to the Landlord and the Tenant shall be deemed to be in continued occupation of the Demised Premises until the completion of such removal and restoration and shall be liable to pay the Rent for such period or periods.
- 2.13 To place, install and /or fix the nameplates and /or signboard, announcement notice or advertisement of the Tenant only at the exterior of the Demised Premises. For this purpose and in relation thereof:-
- (a) the Tenant shall first submit for the Landlord's written approval a plan/drawing to the signboard to be fixed thereon and the Tenant shall, at its own costs and expenses, apply for the approval from the relevant authorities; and
 - (b) the signboard shall only be placed at the specified places with the written prior approval being obtained from the Landlord. The Tenant shall immediately, upon the written notice from the Landlord and at its own costs and expenses, remove and/or caused to be removed the nameplates and/or signboard which are placed, installed and/or fixed in any other areas of the building contravening the provisions herein; failing which the Landlord shall be at liberty to remove the same for and on behalf of the Tenant and the Tenant shall pay the costs of such removal to the Landlord or the Landlord shall be at liberty to deduct the said costs from the Security Deposit and/or the Utility Deposit paid herein.
- 2.14 The Tenant shall not assign, dispose off, part with, share or allow the use of the possession of the Demised Premises or any part thereof to any person or corporation not a party to this

Agreement without the prior written consent by the Landlord, irrespective of whether or not any rental or other consideration is given for such use or possession.

- 2.15 To keep the Demised Premises in a clean proper and sanitary condition.
- 2.16 The Tenant will not at any time during the continuance of the Tenancy use, exercise or carry on in or upon the Demised Premises or any part thereof any noxious or offensive act, trade, business, occupation or calling including but not limited to any business related to prostitution or night club or gambling or any other purpose which the Landlord shall, at its absolute discretion, find it objectionable. In the event of such happening, the Landlord shall be at liberty to terminate forthwith this Agreement. Upon such termination:-
- (a) the Security Deposit and the Utility Deposit or balance thereof after deducting any costs and expenses of the Landlord deductible from the said deposits pursuant to the provisions of this Agreement shall be forfeited by the Landlord;
 - (b) the Tenant has breached this Agreement and shall be liable to pay the Landlord for any loss and/or damages envisioned herein resulting from breach thereof.
- 2.17 The Tenant shall not do or permit or suffer to be done any act, matter or thing whatsoever which in the absolute opinion of the Landlord may be an annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of the adjoining lands and properties or which the Landlord may, at its absolute discretion, find it objectionable, at any time during the continuance of the Tenancy in or upon the said Demised Premises.
- 2.18 Not to hold or permit or suffer to be held any sale by auction upon all or any part of the Demised Premises.
- 2.19 To keep and maintain the interior thereof including all doors, windows, glass, shutters, locks and fastenings and other fixtures, fittings and additions thereto in good and substantial repairs during the Tenancy to the satisfaction of the Landlord and in such repair to yield upon the determination of the Tenancy, fair wear and tear excepted.
- 2.20 During the Tenancy the Tenant shall take reasonable care of all fixtures and fittings in the Demised Premises and shall not cause any damage or permit or suffer any damage to be done to the Demised Premises and shall make good and pay for any damage thereto caused by any act or neglect on the part of the Tenant or his servants.
- 2.21 Subject to prior notification to the Landlord and written consent being obtained by the Tenant from the Landlord, the Tenant shall not abandon or at any time leave the Demised Premises empty or abandoned for any period of time. In the event that the Demised Premises is abandoned continuously for a period of thirty (30) days, the Tenant has committed a breach of the terms herein and the following shall immediately become operative and take effect:-
- (a) the Landlord shall immediately be at liberty to re-enter the Demised Premises to recover the vacant possession thereof;
 - (b) the Rental Deposit and Utility Deposit paid or balance thereof after deducting any costs and expenses of the Landlord deductible from the said deposits pursuant to the provisions of this Agreement shall be forfeited by the Landlord; and
 - (d) the Tenant shall be liable to pay the Landlord the Rent for the unexpired Term.

- 2.22 To permit the prospective tenants, the Landlord's employees, agents, servants and/or other persons with written authority from the Landlord, at all reasonable times of the day to enter and view the Demised Premises within six (6) months prior to the determination, expiration or termination of the Tenancy.
- 2.23 To reimburse, indemnify and keep the Landlord fully indemnified against any summons, actions, proceedings, claims and demands, costs, damages and/or expenses which may be levied brought or made against the Landlord or which the Landlord may sustain or incur by reason of any act or omission or use of the Demised Premises by the Tenant, its servants, agents, licensees or invitees whether caused directly or indirectly and notwithstanding such claims are based on negligence or otherwise in respect of any infringement or transgression of any intellectual property rights or laws including but not limited to any governing or statutes, bye-laws, rules and/or regulations in force in Malaysia.
- 2.24 Upon the receipt of any notice order direction or other thing from the authority acting in accordance with the laws of Malaysia affecting or likely to affect the Demised Premises whether the same shall be served directly on the Tenant or not, the Tenant shall so far as such notice, order direction or other thing or the ordinance, regulations or other instrument under and by virtue of which it is issued or the provisions hereof require of the Tenant to do and by virtue it is issued or the provisions hereof require the Tenant to do so comply therewith at its own expense and shall forthwith deliver to the Landlord a copy of such notice order or other thing.
- 2.25 Not to do or permit to be done to or on the Demised Premises anything which infringe or may infringe any of the laws, rules, by-laws, regulations or orders made by any competent authority.
- 2.26 To comply with/obey all guidelines and/or rules and regulations set out by the management of the Landlord and/or the relevant authorities. In the event that the Landlord is fined and/or suffered any losses/damages due to the breach by the Tenant of any of the above rules/regulations or guidelines, the Tenant shall indemnify and keep the Landlord indemnified against the same.
- 2.27 To take all necessary actions, measurements, precautions and/or steps to prevent any crime being committed within the Demised Premises.
- 2.28 To exercise and take all further and necessary actions to preserve, maintain, protect and upkeep the lift(s) at or adjacent to or leading to the Demised Premises at all material times in particular during the loading and unloading of the things, stocks and/or any equipment and/or machinery. The Tenant further undertakes to pay and indemnify and keep the Landlord indemnified against any losses, damages and/or expenses suffered and/or incurred by the Landlord as a result of the breach of the above by the Tenant resulting in the damage to the said lift.

3. THE LANDLORD'S COVENANTS

The Landlord hereby covenants with the Tenant as follows:

- 3.1 To pay all quit rent, rates, taxes and assessment from time to time payable in respect of the Demised Premises.
- 3.2 The Tenant paying the rent hereby reserved and performing and observing the covenants and conditions herein contained shall and may peaceably exercise and enjoy the rights and

privileges during the Tenancy hereby granted without any interruption or disturbance by the Landlord or any person claiming through under or in trust for him.

- 3.3 To refund the deposits without interest paid under Clause 3.1 (a) and (b) thereunder or balance thereof after deducting any costs and expenses of the Landlord deductible from the said deposits pursuant to the provisions of this Agreement within fourteen (14) days upon lawful determination or termination and/or expiration of this Agreement less any sum or sums due and owing by the Tenant arising out of the obligation as contained in this Agreement.
- 3.4 To insure and keep insured the Demised Premises but not including the tenant's or its occupant's possession against loss or damage by fire throughout the duration of this Tenancy.

4. **TERMINATION**

- 4.1 The Landlord may terminate this Agreement by giving three (3) months notice in writing to the Tenant in the event of:
- (a) the Rent hereby reserved or any part thereof is unpaid for thirty (30) days after becoming payable (whether formally demanded or not); or
 - (b) any of the covenants on the part of the Tenant herein contained is not observed and performed; or
 - (c) the Tenant is adjudicated bankrupt or if the Tenant is a corporation, there is a winding-up petition filed against the Tenant;
 - (d) an assignment is made for the benefit of the Tenant's creditors or their creditors or if an arrangement is made with their creditors by composition;
 - (e) any distress or process of execution is levied upon the Tenant's goods;
 - (f) being a limited company shall enter into liquidation whether voluntary or compulsory (save and except for the purposes of amalgamation or reconstruction), then in any such case the Landlord shall be entitled to terminate this Agreement immediately and it shall be lawful for the Landlord or any other person authorised by him on his behalf at any time to re-enter the whole Demised Premises and thereupon the Tenancy shall absolutely determine and the deposits referred to in Clause 1 above shall only be refunded to the Tenant after such sum or sums as may be found to be due to the Landlord or payable in respect of damages suffered by the Landlord be deducted from the said deposit without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of the covenants on the part of the Tenant herein contained.
- 4.2 Subject to the provisions herein, it is agreed and confirmed that either party shall have the right to terminate this Agreement within the duration of the tenancy period save and except as otherwise provided herein or elsewhere in this Agreement by giving three (3) months notice in writing to the other party.

- 4.3 In any event, acceptance of the Rent or any part thereof by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right of action against the Tenant in respect of any breach of his obligations herein.

5. OPTION PERIOD

- 5.1 The tenancy created hereunder is a fixed term tenancy and neither the Landlord nor the tenant shall be allowed to an early termination of the tenancy created hereunder save and except by the landlord due to any breach by the Tenant of any of the terms and conditions herein contained. In the event of early termination:-

- (a) if the early termination is caused by the Tenant, the Landlord shall be entitled to forfeit the Security Deposit paid by the Tenant and the Tenant shall further pay to the Landlord a sum equivalent to the rental(s) due for the remaining un-expired term of the tenancy created hereunder; or
- (b) if the early termination is caused by the Landlord for reason not due to a breach by the Tenant, the Landlord shall refund the Security Deposit paid by the Tenant and further pay to the Tenant a sum equivalent to the Rental(s) due for the remaining un-expired term of the tenancy created hereunder.

- 5.2 In the event that the Tenant wishes to extend the tenancy of the Demised Premises after the expiry of the Option Period, the Tenant shall give notice to the Landlord in writing of such intention at least two (2) months before the said expiry and thereupon the Landlord may, at its absolute discretion, if there shall not have been any breach by the Tenant of any of the terms and conditions herein contained permit the Tenant to occupy the said Premises for a further Three (3) year or part thereof on the same terms and conditions as are herein contained except that the rental for the said extended period shall be mutually agreed upon by both parties having regard to the prevailing market rate for rental of the premises of the same nature in the near vicinity of the Demised Premises.

- 5.3 Upon the expiry of the Term, this Agreement shall be deemed to be terminated and the Tenancy shall determine. Provided that there shall be no breach of any covenant or term herein by the Tenant, the Security Deposit and Utility Deposit shall be refunded to the Tenant after deducting any costs and expenses of the Landlord deductible from the said deposits pursuant to the provisions of this Agreement and vacant possession of the Demised Premises shall be redelivered to the Landlord, if the same has been delivered to the Tenant earlier in accordance with the provisions herein, and thereupon this Tenancy shall cease to have any effect and neither party shall have any claim against each other save and except for any antecedent breach of the terms, conditions or covenants herein.

6. INTERPRETATION

- 6.1 In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- (a) the expressions "the Landlord" and "the Tenant" shall include their respective successors in title and where two or more persons are included in any of the aforesaid expressions this Agreement binds such persons jointly and severally;

- (b) words importing the singular number shall be deemed to include the plural and vice versa;
- (c) words applicable to human beings include any body of persons corporate or unincorporated;
- (d) the captions, headings or sub-headings in this agreement are made for convenience and general reference only and should not be construed to describe or limit the scope or the intent of the provisions of this Agreement;
- (e) words importing the masculine gender shall be deemed to include the feminine and the neuter gender;
- (f) whenever terms such as 'include' or 'including' are used in this Agreement, they shall mean 'include' or 'including' as the case may be, without limiting the generality of any description or word preceding such term; and
- (g) the terms 'herein' or 'hereunder' or like terms shall be deemed to be referring to this Agreement as a whole and not to a particular clause.

7. FORCE MAJEURE

- 7.1 Neither Party shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform in full or in part its obligations hereunder provided there is due diligence in attempted performance under the circumstances and that such delay or failure is due to one of the following events of force majeure: fire, earthquake, unusual severe weather, strikes, government sanctioned embargo, flood, act of God, war, act of any public authority or sovereign government, civil disorder, pandemic, pandemics or outbreak of communicable disease, quarantines, Movement Control Order (MCO), national or regional emergencies, or any other circumstance substantially beyond the control of the party to be charged and which cannot be reasonably forecast or prevented. Notwithstanding the cause or reason of the delay, each Party affected by the force majeure events shall use its reasonable endeavors to minimize the consequences of any such cause.
- 7.2 All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist. A delay in performance due to an event of Force Majeure shall be excused only so long as the event continues or until a commercially reasonable alternative method of performance can be implemented.
- 7.3 If the Demised Premises or any part thereof shall be substantially destroyed or damaged by riot, fire, explosion, lightning, flood or any other unforeseen cause beyond the control of the parties hereto so as to become unfit for occupation and use (except where such event has been caused by the default or negligence of the Tenant) or in any way rendered unfit for use or occupation so as to be unfit, the Landlord will rebuild or reinstate the Demised Premises to the original state and condition as at the date of delivery of vacant possession to the Tenant. Then provided the money payable under any policy of insurance effected by the Landlord shall not have become irrevocable through any act or default of the Tenant, the Rent shall be apportioned accordingly or be suspended until the Demised Premises is again fit for occupation.

- 7.4 If the damage abovementioned is caused in any manner, whether direct or indirectly through the default or negligence of the Tenant, the Tenant shall rebuild or reinstate the Demised Premises to the original state and condition as at the date of this Agreement at the sole costs and expenses of the Tenant and the Rent shall continue to be paid by the Tenant to the Landlord in the manner provided herein.
- 7.5 Unless or otherwise expressly provided in this Agreement, it is hereby agreed by the Parties that if the Tenancy is terminated or determined whether by effluxion of time or otherwise as may be provided under this Agreement then any goods of any kind or nature ("the Goods") are left inside the Demised Premises, the Landlord may after the expiration of fourteen (14) days from the termination or determination or expiration of the tenancy, enter the Demised Premises and to remove, dispose or destroy the Goods found within the Demised Premises without further reference to the Tenant and the Landlord shall not be liable for any account or proceeds or profit arising thereof. Costs for any of such removal to be deducted from the Security Deposits paid herein and if the Deposits are insufficient to cover the same, the Tenant shall be liable to pay the said costs to the Landlord and keep the Landlord indemnified against any costs, damages and/or expenses incurred thereby.

8. TIME

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

9. MISCELLANEOUS

- 9.1 Knowledge of or acquiescence by either Party of any breach of any of the terms, conditions or covenants herein this Agreement contained shall not operate as or be deemed to be a waiver of such term, condition or covenant and notwithstanding such knowledge or acquiescence, each Party shall be entitled to exercise its respective rights under this Agreement and to require strict performance by the other of the terms, conditions and covenants herein. No single or partial exercise of any right power or privilege by any Party shall preclude any other or further exercise thereof or the exercise of any other right power or privilege.
- 9.2 Any notice, request or demand required to be served by either Party to the other under the provisions of this Agreement shall be in writing and shall be deemed to be sufficiently served:-
- (a) if it is given by that Party or that Party's solicitors by post in a registered letter with postage prepaid addressed to the other Party or the other Party's solicitors at that other Party's or that other Party's solicitors' address herein mentioned or at that other Party's or that other Party's solicitors' last known address or the registered address of the Tenant and it shall be deemed to have been received at the time when such registered letter would in the ordinary course of post be delivered notwithstanding that such letter should be returned undelivered; or
 - (b) if it is given by that Party or that Party's solicitors and dispatched by hand or by courier to the other Party or the other Party's solicitors and it shall be deemed to have been received at the time of delivery.
- 9.3 This Agreement constitutes the sole and entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings, whether oral or written, with respect to such subject matter and it is hereby expressly declared that no variations shall be effective unless made by the Parties in writing.

- 9.4 Neither Party may assign its respective rights or obligations under this Agreement without the prior consent in writing of the other Party.
- 9.5 This Agreement shall be binding upon the respective permitted assigns, personal representatives, beneficiaries and successors in title of the Parties.
- 9.6 In the event that the Landlord shall, as a result of the breach of the Tenant of any terms herein, be subjected to any costs legal charges, the Tenant shall be liable to reimburse the same to the Landlord on a solicitors and own client basis.
- 9.7 This Agreement shall be governed by and construed in accordance with the laws of Malaysia and subject to Clause 6.16 below, the parties submit to the jurisdiction of the courts of Malaysia in all matters arising from or incidental to this Agreement.
- 9.8 No forbearance delay or indulgence by the Landlord or the Tenant in enforcing any of the terms and conditions of this Agreement nor the granting of any time by the Landlord or the Tenant shall prejudice, affect, restrict or waive the rights and powers of the Landlord or the Tenant created.
- 9.9 If any provision of this Agreement is or may become under any law, or is found by any court or administrative body or tribunal of competent jurisdiction to be illegal, void, invalid, prohibited or unenforceable then :-
- (a) such provision shall be ineffectual to the extent of such illegality, voidness, invalidity, prohibition or unenforceability;
 - (b) the remaining provisions of this Agreement shall remain in full force and effect; and
 - (c) the parties shall use their respective best efforts to negotiate and agree upon a substitute provision which is valid and enforceable and achieves to the furthest extent possible the economic, legal and commercial objectives of such illegal, void, invalid, prohibited or unenforceable provision.
- 9.10 The parties hereto recognize and accept that it is impracticable to provide herein for every contingency that may arise in the course of performance of the terms and conditions of this Agreement. If by reason of any unforeseen occurrence or development the operation of this Agreement is likely to cause any inequitable hardship to any of the parties hereto contrary to the spirit of this Agreement, the parties hereto will negotiate immediately in good faith with a view to determine in what manner the terms and condition of this Agreement may be modified in order to provide in an equitable manner within the spirit of this Agreement and no waiver of any of the terms and conditions hereof shall be valid unless made in writing and duly executed by both parties.
- 9.11 This Agreement may be executed in counterparts by the parties hereof and each such counterpart shall be read as original and together constitute one and the same instrument.
- 9.12 The Solicitors costs shall be borne and paid by the Tenant and all stamp duties etc. in respect of this Tenancy Agreement shall be borne and paid by the Tenant.
- 9.13 This Agreement shall be binding upon the heirs, administrations, executors, personal representatives and assigns of the parties hereto (and where the context so admits) shall be binding on their successors-in-title.

- 9.14 The Schedule hereto shall be taken read and construed as an essential and integral part of this Agreement.
- 9.15 In the event of any dispute or difference arising out of or under this tenancy between the parties hereto, the Landlord shall at its absolute discretion decide whether to:-
- (a) first refer to a single arbitrator mutually appointed by the parties in accordance with and subject to the provisions of the Arbitration Act 2005 or any statutory modification or re-enactment thereof for the time being in force; or
 - (b) commence legal proceedings at any Court in Malaysia.

(The rest of this page has been intentionally left blank)

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

SIGNED AND DELIVERED

By

DATO' MOHD ZAMRI BIN YUSOFF

(NRIC NO.:691115-03-5381)

in the presence of :-

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.....
NAME: DATO' MOHD ZAMRI BIN YUSOFF
NRIC. NO.: 691115-03-5381

.....
NAME:

NRIC NO.:

SIGNED AND DELIVERED

By and on behalf of

MUMTAZ JAYA SDN. BHD.

(Company No.:202301031874)

[1525797-T]

in the presence of :-

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NAME:
NRIC. No. :
POSITION:

.....
NAME:

NRIC NO.:

FIRST SCHEDULE

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

1.	Date of this Agreement	
2.	Name and Address of the Landlord	DATO' MOHD ZAMRI BIN YUSOFF (NRIC No.: 691115-03-5381) No. 2, Jalan 15/SJ, Garden Homes, Seksyen 15, 43650 Bandar Baru Bangi, Selangor.
3.	Name and address of the Tenant	MUMTAZ JAYA SDN. BHD. (Company Registration No.: 202301031874 [1525797-T]) Lot 2459B, Lorong Pulai Kuang, 48050 Rawang, Selangor.
4.	Description of the Demised Premises	3-18 Plaza Bangi Perdana, Jln Gerbang Wawasan 1, Seksyen 15, 43650 Bandar Baru Bangi, Selangor.
5.	(a) Fixed Term (b) Option Period	(a) 1 st year: RM 1,300 (b) 2 nd year: RM 1,400 (c) 3 rd year: RM 1, 500 (d) One Year
6.	(a) Commencement Date (b) Expiry Date	(a) 1/9/2025 (b) 31/8/2028

7.	Reserved Rent and manner of payment	Ringgit Malaysia One Thousand Three Hundred (RM1,300.00) only payable monthly in advance on or before 5 th day of each calendar month directly to the Landlord and the Rent is subject to annual change, in accordance with Item 5(a) of the Schedule.
8.	(a) Advance Rental (b) Security Deposit (c) Utility Deposit	Ringgit Malaysia One Thousand Three Hundred (RM1,300.00) only. Ringgit Malaysia Three Thousand (RM3,000.00) only. Ringgit Malaysia Seven Hundred and Fifty (RM 750.00) only.
9.	Purpose	Office use

Appendix I

MAINTENANCE CHECK LIST

This is to confirm that the landlord/ landlord's representative/ agent and the tenant/ tenant's representative/ agent has inspected all the facilities provided for in the unit and accepted them in good working condition and capacity/ capacities. Both parties hereby agreed that each party shall be responsible respectively for extent of repair works as follows:

LANDLORD	TENANT
Air-conditioner <i>(replacement of spare part)</i>	Air-conditioner <i>(normal service all air-conditioning regularly at least once every 12 months with proven receipt)</i>
	Lighting & Remote Controller <i>(replacement of blub & to replace old battery regularly)</i>
	Drainage system <i>(clogging)</i>
	Hinge for cabinet & kitchen cabinet <i>(replacement of screw, to maintain good condition)</i>
	Curtain / Blind / Roller / Carpet <i>(to ensure are in clean condition)</i>

Upon termination of this tenancy agreement, the tenant shall responsible the following items: -

- To thoroughly clean the whole property, if not landlord will deduct the cleaning fee from deposit.
- To service all the air-conditioner (both blowers and compressors), if not landlord will deduct the cleaning fee from deposit.
- To make good and tenantable repair all electrical items, furnishings, fixtures, and fittings (normal wear and tear excepted).
- To ensure the plumbing system is in good working condition.
- To pay all due date charges in respect of water, sewerage, electricity, and all other utilities supplied to the apartment.

FURNISHING LIST

1. TV - 20 inch x 1
2. Small Bar Refrigerator x 1
3. Small microwave x 1
4. Sofa 3-seater x 1
5. Small sofa table x 1
6. Air-conditioning - 2HP x 1
7. Bar stools x 4
8. Fitted cupboard x 1
9. Fitted TV cabinet x 1
10. Fitted Kitchen cabinet, bar table & sinky x 1
11. Study chair x 1
12. Fire extinguisher
13. Full curtain set x 1