

DATED THIS 10th DAY of June 2025

BETWEEN

**D ROSE CAFE
JM0794293-T
{as Landlord}**

AND

**SEDAP & RASA KEROPOK LEKOR TOK WAN
JM0838414-V
[as Tenant]**

TENANCY AGREEMENT

Known as:

**JOM!@ANJUNG
LOT KIOSK 1 JOM!@ANJUNG
ANJUNG NEIGHBOURHOOD CENTRE
5 PERSIARAN LEDANG HEIGHTS
79250 ISKANDAR PUTERI
JOHOR**

TENANCY AGREEMENT

THIS TENANCY AGREEMENT made the day and year stated in Section 1 of the First Schedule hereto between the party whose name and description are stated in Section 2 of the First Schedule hereto (hereinafter referred to as “**the Landlord**” which expression shall where the context so admits include the person for the time being entitled to the reversion immediately on the term hereby created) of the one part and the party whose name and description are stated in Section 3 of First Schedule hereto (hereinafter referred to as “**the Tenant**” which expression shall where the context so admits include his successors in title) of the other part.

WHEREAS :-

- A. The Landlord is the registered owner of the property more particularly referred to and described in Section 4 of the First Schedule (hereinafter referred “**the said Property**”).
- B. The Tenant is desirous of taking the said Property for the term and duration as stated in Section 5 of the First Schedule upon the terms and conditions hereinafter appearing (hereinafter referred “**Term and Duration of the Tenancy**”).

NOW THIS AGREEMENT WITNESSETH as follows:-

- 1. In consideration of the Tenant paying to the Landlord the reserved monthly rent stated in Section 6 of the First Schedule (hereinafter referred “**Monthly Rental**”), for the purpose as stated in Section 7 of the First Schedule and observing and performing the covenants on the Tenant’s part hereinafter contained, the Landlord agrees to let and the Tenant agrees to take a tenancy of the said Property for the Term and Duration of the Tenancy commencing on the date stated in Section 11 of the First Schedule (hereinafter referred “**Commencement Date**”) together with all the fixtures and fittings as listed in Appendix A of this Agreement hereof.
- 2. THE TENANT HEREBY COVENANT AND UNDERTAKE WITH THE LANDLORD as follows:-
 - (a) To pay the reserved Monthly Rental on or before the date as stated in Section 8 of the First Schedule.
 - (b) (i) To pay the sum as stated in Section 9 of the First Schedule (hereinafter called “**the Security Deposit**”) upon the execution of this Agreement as security for the due observance and performance by the Tenant of all conditions stipulations and agreements on the part of the Tenant herein contained.
 - (ai) The Security Deposit shall not without any written consent of the Landlord be deemed or to be treated as payment of monthly rental and the same be refunded free of interest by the Landlord to the Tenant less such sum or sums due to the Landlord for damage to the said Property occasioned or caused by the Tenant (fair wear and tear excepted) upon the determination of this Agreement PROVIDED that the Tenant has not breached any of the terms and conditions of this Agreement.

- (bi) To pay the sum as stated in Section 10 of the First Schedule (hereinafter called “**the Utilities Deposit**”) upon execution of this Agreement as security for the payment by the Tenant of all charges and outgoings in respect of electricity, water, telephone and other like utilities consumed and used by the Tenant in the said Property which shall be refunded to the Tenant by the Landlord free of interest less such sum or sums due to the authority immediately upon the determination of this Agreement PROVIDED that all electricity, water, Indah Water Konsortium (IWK) and telephone bills have been settled by the Tenant up to the date of vacating the said Property and that the Tenant has not breached any of the terms and conditions of this Agreement.
- (c) To apply for electricity, water and IWK supply to the said Property (if necessary) and to pay all charges and outgoing in respect of the use of telephone, facsimile, the supply and the consumption of electricity and water by the Tenant in or upon the said Property including replacements of electrical bulbs, lamps, fuses and appliances flex wires and the cost of altering the present arrangements of electrical fittings on the said Property or the installation of additional electrical, other fittings or machinery on the said Property as desired by the Tenant and agreed to by the Landlord during the term of this Agreement.
- (d) To keep the whole of the said Property, the flooring and interior plaster or other surface materials and rendering on walls and ceiling and the fixtures thereon including (if any) all doors, windows, glass shutters locks, fastening electric wires installations and fittings for the light and power and other fixtures and additions therein in good and tenable repair (fair wear and tear excepted) and if any part of the said Property and the fixtures and fittings therein which shall be broken or damaged due to malicious, negligent or careless acts of the Tenant, his servants, agents, invitees or otherwise and further that if any damage is caused to the Landlord or to any person whomsoever directly or indirectly through the said damaged conditions of any part of the interior of the said Property, the Tenant shall be wholly responsible therefore and shall fully indemnify the Landlord against all claim, demands, action and legal proceedings whatsoever made upon the Landlord by any person in respect thereof.
- (f) To repair all faults connected with electrical fittings or devices, water pipes, water closets, water tanks and/or cisterns in the said Property (fair wear and tear except) during the term hereof if the same shall have been damaged or destroyed by the Tenant.
- (g) To permit the Landlord and his duly authorised agents with all necessary equipment and appliances at all reasonable times of the day to enter upon the said Property to examine the condition of the same and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any repair or works necessary to be done (as a result of the damage caused by the Tenant) 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 said Property and execute such repair or works at the sole costs and expense of the Tenant.
- (h) To use the said Property for the purposes as specified in Section 7 of the First Schedule only.

- (i) Not to use the said Property or any part thereof for carrying on any activities or business which may cause the accumulation of dirt rubbish or debris of any sort inside or outside the said Property or which may cause an unreasonable amount of noise or which may be or become a nuisance, annoyance, disturbance or pollution to the tenants or occupiers of the adjacent premises or other occupiers or tenants in the building.
- (j) Not to use or permit or suffer to be used the said Property or any part thereof for any illegal or immoral purposes.
- (k) Not to keep store or accumulate in or to being or permit or suffer to be brought onto the said Property or any part thereof any inflammable liquids or materials or other things which shall constitute a fire hazard save as may be necessary for the business of the Tenant.
- (l) Not to do anything whereby any insurance policy or policies in respect of the said Property against loss or damage by fire for the time being subsisting may be rendered void or voidable, or whereby the rate or rates of premium therein is increased.
- (m) Not to make any alteration or renovation to the said Property save and except with the consent in writing of the Landlord and upon obtaining the Landlord's consent, the Tenant shall obtain all necessary approvals of the relevant authority for such alteration or renovation works at the Tenant's own costs and expense prior to carrying out the alteration or renovation. If additional structural alterations are required, the Tenant has to deposit an additional alteration/renovation deposit to the Landlord.
- (n) To notify the Landlord in writing immediately upon receipt of any notices which may affect the Landlord or the said Property or any part thereof.
- (o) Not to assign, sub-let or part with the possession of the said Property or any part thereof (save and except the current sub-tenant in the knowledge of the Landlord as stated in Section 13 of the First Schedule during the term hereof) unless the prior written consent is obtained from the Landlord.
- (q) To indemnify and keep indemnify the Landlord against summonses, actions, proceedings, expenses, damages, costs, claims or demands which may be levied, brought or made against the Landlord or which the Landlord may pay sustain or incur by reason of any negligent or careless act of the Tenant or the misuse of the said Property by the Tenant.
- (r) To undertake and make sure the Tenant, his sub tenant, servants, agents, invitees or otherwise be wholly responsible to all the fixtures and fittings in the said Property (including all the fixtures and fittings belonging to the Tenant as listed in clarified and mentioned in Appendix A hereof) throughout the term hereof, and undertake to fully indemnify and keep indemnify the Landlord against any summonses, actions, proceedings, expenses, damages, costs, or claims or demands which may be brought or made against the Landlord or which the Landlord may pay sustain or incur by reason of any negligent or careless act of the Tenant, his sub-tenant, servants, agents, invitees or otherwise on the misuse, loss, theft, damage or destruction of the fixtures and

fittings in the said Property belonging to the Tenant, his sub-tenant, servants, agents, invitees or otherwise throughout the term hereof.

- (s) To undertake, if required by the Landlord, all rectification works as shall be required to restore the fixtures and fittings (including the walls, ceiling and others) to that existing on the said Property immediately prior to the commencement of this Agreement to good and tenantable repair and condition immediately prior to the expiration or sooner determination of the term hereof including to restore the interior of the said Property to its original condition prior to the commencement of this Agreement.
- (s) Not to do or suffer to be done anything whereby the policy or policies of insurance on the said Property against damage by fire may become void or voidable or whereby the premium thereon may be increased and to repay to the Landlord on demand all sums paid by the Landlord in and about the renewal of such policy rendered necessary by a breach or non-observance of this covenant without prejudice to other rights of the Landlord.
- (t) At the expiration or sooner determination of this Agreement to peacefully surrender or yield up to the Landlord the said Property and all fixtures and fittings belonging or appertaining thereto in such good and substantial repair and condition as shall be in accordance with the covenants of the Tenant hereinbefore contained and with all locks and keys complete, or at the request of the Landlord to restore the said Property to as near to its original state at the commencement of the tenancy created as is possible (fair wear and tear excepted). In the event of the failure on the Tenant to do so, the Tenant shall indemnify the Landlord of all costs, expenses, payments incurred for such legal proceeding to evict the occupants remaining in the said Property and shall compensate the Landlord for loss of rent suffered by the Landlord as a result thereof.

3. THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:-

- (a) That the Tenant and / or his sub-tenant by paying the rent hereby reserved and by performing and observing the several covenant on his part herein contained shall peacefully hold and enjoy the said Property during the continuance of this tenancy without any interruption by the Landlord or any person rightfully claiming under him.
- (b) To pay quit rent in respect of the land on which the said Property is erected and also to pay assessment which may be chargeable in respect of the said Property.
- (c) To maintain and keep the main structure walls floor and roof of the said Property together with the fittings described therein in good and tenantable repair and condition except where such maintenance and repairs are rendered necessary by the fault of the Tenant or any person for whose act or omission the Tenant is responsible in which case the Tenant shall make good the said defects.
- (d) To refund Security Deposit and the Utilities Deposit paid by the Tenant in accordance with Clause 2 (b) hereof.

- (e) To keep insured the said Property (unless the insurance thereon shall be made void through or by reason of the act or default of the Tenant) against loss or damage by fire and to pay all premium necessary for the said purpose and PROVIDED THAT the Landlord shall not be obliged to insure any fittings goods and effects of the Tenant or his sub-tenant, and shall not be liable for their loss or damage or otherwise however caused.
- (f) The Landlord hereby acknowledge receipt in the sum of Ringgit Malaysia Two Thousand Five Hundred only (RM2,500.00) being the first month of Monthly Rental prior of execution of this Agreement.

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:-

- (a) If the monthly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for **seven (7) days** after the same shall have become due (whether formally demanded or not) or if the Tenant shall at any time commit a serious breach of any of the covenants and conditions herein contained on its part to be performed and observed, or if the Tenant shall become bankrupt or wound up, whether compulsorily or voluntarily or enter into any arrangement or composition with its creditors or suffer any distress or execution to be lived on its goods, the Landlord shall at any time thereafter, by giving **fourteen (14) days notice** to require the Tenant to remedy the same. In the event the Tenant fails to remedy the breach within the time herein before stipulated, the Landlord shall then be entitled, without notice to enter upon the said Property or any part thereof in the name of the whole and henceforth hold and enjoy the same as if this Agreement had not been granted but without prejudice to any right of action of the Landlord for any antecedent breach of covenant by the Tenant. Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of a breach by the Tenant of any of its obligations under this Agreement.
- (d) Notwithstanding anything herein contained to the contrary both parties shall have the right to terminate this Agreement at any time by service of a **six (6) calendar months' notice** in writing to the other party of its intention to do so, failing which if the default is caused by the Tenant, the Landlord has the absolute right to forfeit the Security Deposit and Utilities Deposit, and if the default is caused by the Landlord, the Security Deposit and Utilities Deposit is to be refunded to the Tenant, free of interest and either party shall have no further claims against the other but without prejudice to the Landlord's right of action against the Tenant for additional damages or other remedies for any antecedent breach(es) under this Tenancy.
- (e) Unless otherwise agreed in writing between the Landlord and the Tenant, all equipment, fixtures and fittings brought upon the said Property by the Tenant shall remain the property which belong to the Tenant, who shall be wholly responsible for all the maintenance and repair thereof, and shall be removed by the Tenant not later than or immediately prior to the expiration or sooner determination of this Agreement.
- (f) Without prejudice to the rights of the Landlord herein contained, the Landlord shall be entitled to cut off all supplies of electricity, water and air-conditioning and any other type of utility to the said Property without any prior notice to the Tenant in the event that the Tenant fails or refuses to perform, observe or

carry out any of its obligations herein contained of which notice has been given by the Landlord and any inconvenience, loss or damage suffered or sustained by the Tenant as a result thereof shall not be the subject of any claim whatsoever against the Landlord. The Tenant shall be responsible for the payment of the costs and expenses incurred in reinstating the supply of electricity, water, air-conditioning and other type of utility.

(g) The Landlord shall upon written request being made by the Tenant at least **six (6) calendar months** prior to the expiry of the term of this Agreement and subject to the due observance, compliance and performance of the terms, conditions and stipulations herein on the part of the Tenant, grant the Tenant a further term as stipulated in Section 12 of the First Schedule hereto upon the same terms and conditions herein at a monthly rental stated in Section 6 of the First Schedule hereto. In the event the Tenant shall not exercise the option to renew, the Tenant shall allow the Landlord to affix upon the said Property a notice for re-letting for rental and to permit persons with authority from the Landlord or his agents at reasonable times to view the said Property.

5. Any notice required to be served on either party hereunder shall be deemed to be duly served if sent by registered post to the address given herein or to the last known place of address of the party to be served and any notice, demand or request so sent shall be deemed to have been delivered at the time when in the ordinary course of post it would have been so delivered, if so sent by registered post.
6. In this Agreement where the context so admits the expression “the Landlord” shall include personal representatives and assigns and the expression “the Tenant” shall include his Director, heir and personal representatives and words importing the singular number only include the plural and vice versa.
7. The cost of stamping of this Agreement shall be share between the Tenant and the Landlord.
8. This Agreement shall not be modified, waived or amended except by an instrument in writing executed by the parties to this Agreement.
9. Time wherever mentioned shall be of the essence of this Agreement.
10. The First Schedule and Appendix A hereof shall be taken read and construed as an essential part of this Agreement.

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

SIGNED by)
on or behalf of)
the abovenamed Tenant)
in the presence of:-)



.....
D ROSE CAFE
(JM0794293-T)



SIGNED by)
on or behalf of)
the abovenamed Landlord)
in the presence of:-)



.....
SEDAP & RASA KERO OK LEKOR TOK WAN
(JM0838414-V)

THE FIRST SCHEDULE

Section No.	Item	Particulars
1.	Date of this Agreement	The day of 10 JUNE 2025
2.	Name & description of the Landlord	D ROSE CAFE JM0794293-T NO.17 JALAN PULAI MAKMUR 5/2 BANDAR BARU KANGKAR PULAI KANGKAR PULAI 81300 SKUDAI,JOHOR
3.	Name & description of the Tenant	SEDAP & RASA KEROPOK LEKOR TOK WAN JM0838414-V LOT KIOSK 6 JOM!@ANJUNG ANJUNG NEIGHBOURHOOD CENTRE 5 PERSIARAN LEDANG HEIGHTS 79250 ISKANDAR PUTERI JOHOR.
4.	Description of the property	LOT KIOSK 1 JOM!@ANJUNG ANJUNG NEIGHBOURHOOD CENTRE 5 PERSIARAN LEDANG HEIGHTS 79250 ISKANDAR PUTERI JOHOR
5.	Term and Duration of the Tenancy	ONE (1) YEAR
6.	Monthly Rental	RINGGIT MALAYSIA THREE THOUSAND FIVE HUNDRED ONLY (RM3,500.00)
7.	Condition/Purpose of use of the said Property	KEROPOK LEKOR
8.	Rental to be paid on or before this date	on or before 7 th day of each month and not late than 15 th day of each month and to be bank in into the Landlord's account. Bank Account details: D ROSE CAFÉ CIMB ACCOUNT NO: 8009948210

9.	Security Deposit	RINGGIT MALAYSIA THREE THOUSAND FIVE HUNDRED ONLY (RM 3,500.00) equivalent to one (1) month Monthly Rental which has been paid by the Tenant prior to the execution of this Agreement.
10.	Utilities Deposit	RINGGIT MALAYSIA FIVE HUNDRED ONLY (RM 500.00)
11.	Commencement date	15 JUNE 2025
12.	Option to Renew	ONE (1) YEAR
13.	Sub-Tenant Details	PROHIBITED

