

Tenant  
(Resen)

DATED THIS 30 DAY OF MARCH 2022

BETWEEN

**ONE TECH VENTURE NETWORK SDN BHD**  
**( CO NO: 857916-D )**  
**(LANDLORD)**

AND

**REDZUAN BIN YUSOF**  
**(NRIC: 930203-12-5083)**  
**(TENANT)**

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**TENANCY AGREEMENT**

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## TENANCY AGREEMENT

**THIS TENANCY AGREEMENT** made the day and year stated in **Section 1** of the First Schedule hereto **BETWEEN** the party whose name description and address are stated in **Section 2** of the First Schedule hereto (hereinafter referred to as “the Landlord”) of the one part **AND** the party whose name description and address are stated in **Section 3** of the First Schedule hereto (hereinafter referred to as “the Tenant”) of the other part.

**NOW THIS AGREEMENT WITNESSETH as follows:**

1. **AGREEMENT**

Upon and subject to the provisions hereinafter contained and in consideration of the **Monthly Rental, Monthly Management fees & Monthly Electricity fees** stated in **Section 9A, 9B & 9C** of the First Schedule hereto payable by the Tenant to the Landlord in the manner hereinafter appearing the Landlord hereby let unto the Tenant and the Tenant hereby take ALL THAT the Premises stated in **Section 4B** of the First Schedule hereto (hereinafter called “the Demised Premises”) for a term stated in **Section 5** of the First Schedule hereto commencing from the date stated in **Section 6** of the First Schedule hereto.

2. **The Tenant hereby agrees with the Landlord as follows:**

- (a) To pay the **Security Deposit stated in Section 10, Management Fees Deposit stated in Section 11 & Electricity Deposit stated in Section 12** of the First Schedule hereto as security for the performance of this Agreement, all these deposits shall not be contra as part of the rental or electricity fees. However, deposit shall be refundable at the expiry of this tenancy without any interest less any sum which may be expended by the Landlord toward the discharge of any unpaid electricity and telephone bills or to effect any repairs or damage to the Demised Premises occasioned by the act or omission of the Tenant or any person for whose act or omission he is responsible.
- (b) To pay the monthly rental, monthly management fees & monthly Electricity Fees hereby reserved on or before the 7<sup>th</sup> day of each month. The rate of interest payable by the tenant to the Landlord for late payment of the rental stated in Section 9A , management fees stated in Section 9B & Electricity Fees stated in Section 9C , the rate shall be twelve percent (12%) per month calculated in daily basis.
- (c) To bear and pay all charges for electricity, water, Indah Water charges consumed by the Tenant on the Demised Premises including rentals for meters and renewals of electric bulbs, lamps, fuses and wiring and costs of hereafter altering the present arrangement of the electrical or other fittings or fixture on the Demised Premises as desired by the Tenant.
- (d) To bear and pay monthly maintenance fees for the Demised Premises.
- (e) To use and occupy the Demised Premises in compliance with the regulations and by-laws laid down from time to time by the relevant authorities and not to use the Demised Premises for unlawful or immoral purposes and in the event of such breach or breaches the Tenant shall be held solely responsible and shall be required to vacate immediately the Demised Premises and shall further indemnify the Landlord for such breach or breaches.

- (f) The Tenant shall obtain and maintain at its own expense from the relevant authorities all necessary approvals, licenses, permits, registration (including trade name) and others consents for the conduct of the Tenant's business and the Tenant shall not commence any such business until and after such licenses or approvals have been duly obtained, proof of which shall be submitted to the Landlord.
- (g) To fully insure the Demised Premises against loss or damage by fire & theft.
- (h) Not to do or permit to be done on the Demised Premises anything which might be or become a nuisance or annoyance to the neighborhood or the public nor to do or suffer to be done at the Demised Premises anything whereby the insurance of the same may be rendered void or voidable or the premium therefore increased thereby.
- (I) not to affix or permit to be affixed any signboards names plates placards notices or advertising media upon the external wall of the Demised Premises other than those connected with the Tenant's business.
- (j) Not to make any alterations and additions to the Demised Premises without first obtaining the approval in writing of the Landlord and of the local authorities or other relevant government authorities where necessary PROVIDED HOWEVER that all costs and expenses in respect of such alterations and additions shall be borne solely by the Tenant and PROVIDED FURTHER that the Tenant shall upon termination of this Tenancy and upon demand by the Landlord restore the Demised Premises as near as possible to its original state and condition at the Tenant's sole cost and expense.
- (k) To permit the Landlord or his agents and workmen with all necessary appliance at any time during the currency of this Tenancy at reasonable hours in the day time to enter upon the Demised Premises or any part thereof, for the purpose of viewing the state of repair thereof or executing such repairs to any part thereof as the Landlord shall be obliged to do.
- (l) At the expiration or earlier lawful determination of this Tenancy to deliver to the Landlord or the person as the Landlord shall nominate vacant possession of the Demised Premises together with all the fittings and fixtures thereon in a clean and tenantable condition fair wear and tear excepted provided that all good, furniture, electrical fans, air-conditioners equipment and portable and collapsible partitions belonging to the Tenant may be removed by the Tenant without any injury to the Demised Premises.
- (m) Not to use or permit to suffer the use thereof for the sale or storage of goods and merchandise of a dangerous nature or to use the Demised Premises to store heavy equipments, arms and ammunitions nor to commit any breach of any written law and regulation or of any provisions of the local Government ordinance or any by-law made thereunder affecting the Demised Premises and to keep the Landlord fully indemnified against all fines penalties or forfeiture which the Landlord may suffer by reason of such breach.
- (n) Not to sublet or assign or part with the possession of the Demised Premises or any part thereof without the Landlord's previous consent in writing and such consent if given shall not relieve the Tenant from any liability or obligation under the terms of this Agreement howsoever PROVIDED ALWAYS that the Tenant shall when entering into any sub-letting agreement ensure the sub-tenant shall be bound by the provisions of this Agreement in relation to the rights and obligations of the parties hereto in the event of

non-observance of the terms and conditions hereto or default in payment of the rent hereby reserved or any part thereof by the Tenant.

3. **The Landlord hereby agrees with the Tenant as follows:**

- (a) To pay all quit rent and assessment and all other dues to the Government and the Local Authority in respect of the Demised Premises.
- (b) To bear and pay all costs of repairs and renewals to and of the external and structural parts of the Demised Premises except where such repairs and renewals are rendered necessary by the fault of the Tenant in which event the Tenant shall be responsible for such repairs.
- (c) That the Tenant duly paying the rent hereby reserved and performing and observing the conditions hereof shall quietly enjoy the Demised Premises without interruption by the Landlord or any other person claiming under or in trust for it.

4. **Provided Always it is expressly agreed between the parties hereto as follows:**

- (a) If the rent hereby reserved shall be in arrears for thirty (30) days whether formally demanded or not or in the event of any breach or non-observance of any agreement covenant condition and proviso on the part of the Tenant herein contained, the Landlord may re-enter with or without force at any time thereafter upon the Demised Premises or any part thereof in the name of the whole and repossess the same thereupon this Tenancy shall terminate without prejudice to the right of the Landlord to sue for the arrears or in respect of the breach or non-observance. On such happening the deposit paid herein shall be forfeited to the Landlord.
- (b) If the Demised Premises shall at any time during the currency of this Tenancy be damaged or partially destroyed by fire lightning riot tempest rebellion civil commotion warlike operations or any other cause whatsoever not attributable to the fault of the Tenant his workmen servants guests and invitees so as to become unfit for occupation or use for a period greater than thirty (30) consecutive days the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall (after the expiration of such thirty (30) days) be suspended whilst and so long as the Demised Premises or part thereof shall be unfit for use as aforesaid. PROVIDED HOWEVER that in the event of the Demised Premises being totally or substantially destroyed the Landlord may elect by notice in writing to determine this tenancy and thereupon all claims hereunder except those which have arisen prior to the date of such election shall be at an end.
- (c) It is hereby expressly agreed between the parties hereto that the terms and conditions herein shall be subject to the special express conditions, if any, set out in the Second Schedule hereto and in the event of any conflict discrepancies or variance the special express conditions set out in the Second Schedule shall prevail.
- (d) The Tenancy Agreement fee and stamp duty in respect of this Tenancy Agreement shall be borne by the Tenant.
- (e) The Tenant shall give 3 months notice in advance if he/ she intended to terminate the contract before the expiry of the tenancy agreement . However,

- (f) The Two (2) months rental deposit shall be forfeited if the Tenant failed to occupy the Demised Premised less than One Year (12) months of the said term under this tenancy.
- (g) If the terms and conditions of this Agreement have been duly observed and performed by the Tenant, then the Landlord may grant to the Tenant an option to renew the Tenancy for **One (1) year** upon terms and conditions to be mutually agreed between the Landlord and the Tenant. Upon the expiration of the First Renewal, the Tenant shall have the right, if the Tenant so desires to exercise the option to extend this Tenancy for a further period stated in Section 13 of the First Schedule hereto. Notice of intention to exercise this option shall be given by the Tenant to the Landlord not less than three (3) months by writing before the expiry of the term hereby created. 3 months' notice shall also be given in the event of the tenant would like to have early termination after renewal of tenancy. Two (2) months deposit shall also be forfeited in such cases.
- (h) Any notice or document to be served shall be deemed to be sufficiently served:
  - (i) in the case of service on the Landlord if such notice or document is posted by registered mail to its address herein; and
  - (ii) in the case of the service on the Tenant if such notice or document is posted by registered mail to his address hereinand a notice or document sent by registered post shall be deemed to have been delivered five (5) days after such posting.
- (h) All the schedules hereto shall be read taken and construed as essential and integral parts of this Agreement.
- (i) This agreement shall bind the heirs personal representatives successors-in-title and assigns of the parties hereto.


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

SIGNED by )  
for and on behalf of )  
the **LANDLORD** )  
in the presence of : )


.....  
**ONE TECH VENTURE NETWORK SDN BHD**  
**(Co. No. 857916-D)**

SIGNED by )  
the **TENANT** )  
in the presence of : )

  
.....  
**REDZUAN BIN YUSOF**  
**( NRIC: 930203-12-5083 )**

**FIRST SCHEDULE**

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

<b>Section</b>	<b>Item</b>	<b>Particulars</b>
1.	Date of Agreement	<b>30<sup>th</sup> March 2022</b>
2.	Description of Landlord	<b>ONE TECH VENTURE NETWORK SDN BHD (Co. No. 857916-D) G99, Ground Floor, Kompleks Karamunsing, Kota Kinabalu, Sabah.</b>
3.	Description of Tenant	<b>REDZUAN BIN YUSOF (NRIC: 930203-12-5083 ) KAMPUNG LAUT KINARUT, 89600 PAPAR H/P NO: 011-62090526</b>
4A.	Description of Master Premises	One (1) Unit of Commercial Outlet known as Lot No. G99, Ground Floor, Kompleks Karamunsing, Kota Kinabalu, comprised under part of the Master Title Town Lease No. 017544571 Sabah measuring approximately 8,029.32 square feet.
4B	Description of Demised Premises	The parcel of premises known as <b>G99B</b>
5.	Term of Tenancy	1 YEAR
6.	Commencement Date	1 <sup>ST</sup> APRIL 2022
7.	Termination Date	31 <sup>ST</sup> MARCH 2023
8.	Use of Demised Premises	Computer Service

9A.	Reserved Rental Per Month	*Ringgit Malaysia Five Hundred (RM500-00) only
9B.	Management Fees per Month	The above rental is inclusive of Management fees.
9C.	Electricity Fees Per Month	*Ringgit Malaysia Fifty (RM50-00) only Any beyond will need to charge.
<p><b><u>Manner of payment</u></b>  <i>Monthly Rental shall be pay in advance no later than 7<sup>th</sup> of each month and every calendar month for Twelve Month (12) months</i></p>		
10.	Security Deposit (Two month's Reserved Rental)	Ringgit Malaysia One Thousand One Hundred (RM1100-00) only.
11.	Management Fees Deposit	Non
12.	Utilities Deposit	Ringgit Malaysia Two Hundred and Fifty (RM250-00) only.
13.	Renewal Conditions	Renewal – 1+1  Rental Increment base on mutual agreement and according to market price or not more than 15% from previous rental amount.