**TRADING OF HOUSEWARES**

**TENANCY AGREEMENT**

THIS TENANCY AGREEMENT (hereinafter referred to as “the Agreement) is made the day and year stated in **Section 1 of the First Schedule** hereto

BETWEEN

the party whose name, address and description is stated in **Section 2 of the First Schedule** hereto (hereinafter referred to as “the Landlord”) of the one part;

AND

the party whose name, address and description is stated in **Section 3 of the First Schedule** hereto (hereinafter referred to as “the Tenant”) of the other part.

**WHEREAS: –**

I.        The Landlord is the registered and beneficial owner of a property more particularly referred to and described in **Section 4 of the First Schedule** hereto (hereinafter referred to as “the said Property”)

II.        The Landlord has agreed to grant and the Tenant has agreed to take a tenancy of the premises more particularly referred to and described in **Section 5** **of the First Schedule** hereto (hereinafter referred to as “the Demised Premises”) upon the terms and conditions hereinafter appearing.

III.        The Landlord has agreed to grant and the Tenant has agreed to take a tenancy of the Demised Premises upon the terms and conditions hereinafter appearing.

IV.        The Tenant intends to utilize the Demised Premises only for the purpose as specified in **Section 6 of the First Schedule** hereto.

**NOW THIS AGREEMENT WITHNESSETH** as follows:

1. Subject to the terms and conditions hereinafter contained, the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Demised Premises (hereinafter referred to as “the Tenancy”) for a term as stipulated in **Section 1 of the Second Schedule** hereof with effect from the date as stated in **Section 2 of the Second Schedule** at a monthly rental as stated in **Section 3 of the Second Schedule** (hereinafter referred to as “the said Rent”), the said Rent is to be paid one month in advance without any deduction within the first seven (7) days of each month.  The first of such payment to be made on the commencement of the Agreement herein subject to the agreements and powers implied in the National Land Code, 1965 and subject to the stipulations modifications terms and conditions hereinafter contained.

2. The tenant shall upon the execution of the Agreement herein pay to the Landlord the sum stipulated in **Section 4 of the Second Schedule** hereof being security deposit (hereinafter referred to as “the Security Deposit”) as security for the due performance and observance by the Tenant of the stipulations terms and conditions of the Agreement herein.  The Security Deposit shall be maintained at this figure during the term of the Tenancy and shall not be deemed to be or treated as payments of rent water electricity or other amenities except that the Landlord shall at his absolute discretion on the termination of the Tenancy or sooner determination thereof due of any breach of any of the provisions of this Agreement by the Tenant in the due observance and performance of the stipulations terms and conditions herein contained including any damages to the Demised Premises and to the fixtures and fitting thereof caused by the Tenant their servants or agents, to deduct whatsoever sum or sums that may be due to the Landlord as rent and other outgoings liable by the Tenant hereunder contained and/or for any repairs replacements damages lost fixtures belonging to the Landlord on the Demised Premises, fair wear and tear excepted.  In the event that there is a balance, to return the balance to the Tenant without interest thereon, within one (1) week of the termination.

3. The Parties herein hereby covenant that the tenant shall pay to the Landlord a sum as stipulated in **Section 5 of the Second Schedule** hereto (hereinafter referred to as “the Utilities Deposit”) being the deposit for water and electricity which sum shall be refunded to the tenant after the expiry of this Agreement on clearance of all water and electricity bills incurred by the tenant during the period of the Tenancy.  The Utilities Deposit shall under no circumstances be used by the Tenant to offset the reserved rent and shall not be treated or deemed to be payment of the reserved rent.

4.                 THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:

1. to pay the said Rent at the times and in the manner aforesaid;
2. to pay all deposits for the supply of electricity, water and telephone and to pay and discharge punctually during the subsistence of the tenancy, all water and electricity, telephone, conservancy, garbage collection charges and other outgoings for the Demised Premises;
3. to keep in tenantable repair and condition the Demised Premised including all windows glass shutters locks fastenings together with all the fixtures fittings and additions thereto throughout the term of the tenancy with fair wear and tear excepted and to yield up the same in such repair at the determination of the Tenancy and also to make good any stoppage of or damage caused by the negligence of the Tenant their servants licensees or invitees;
4. to permit the Landlord and/or his agent with or without workmen and other at all reasonable times to enter and examine the state of repair of the Demised Premises and fixtures fittings therein and forthwith to repair and make good in a proper workmanlike manner any defects, decays and want of repair thereof which written notice shall be given to the Tenant or left on the said Demised Premises and if the Tenant shall not within fourteen (14) days after the service of such notice proceed diligently with the execution of the repairs then to permit the Landlord and/or his agent(s) to enter upon the Demised Premised and execute repairs and the costs thereof shall be the sum due from the Tenant and shall be repayable on demand;
5. to use the Demised Premises for the purposes(s) as specified in **Section 6 of the First Schedule** only and not to use or permit to be used the Demised Premises for any illegal unlawful or immoral purposes whatsoever that may affect adversely the interest of the Landlord and not to do or permit to be done any act or thing which may become a nuisance or annoyance or cause damage or inconvenience to the Landlord or the tenant;
6. not to do or permit to be done anything which will or may infringe or violate any statutes, laws or regulations pertaining to the Demised Premises and use it thereof to observe and be personally responsible for any infringement or violation against any statutes, laws or regulations and to indemnify the Landlord in respect thereof;
7. not to affix, erect thereon or otherwise exhibit thereon any part thereof or permit or suffer to be so affixed erected or exhibited any advertisements of any whatsoever nor erect any boarding on which to place such advertisements nor to do anything which the Landlord may from time to time prohibit in writing;
8. not to do or permit or suffer to be done anything whereby the policy or policies  of insurance of the Demised Premises against damage by fire or other risks may be become void or voidable or whereby the premium thereon may be increased and to make good all damage suffered by the Landlord caused by a breach of this covenant and to repay to the Landlord on demand all sums paid by the Landlord by way of 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;
9. at all times during the term of the Tenancy, and any extension thereof, to carry the necessary public liability insurance covering the Demised Premises, which insurance shall insure against liability for personal injury or death and property damage and theft;
10. not to make any erection alterations or additions to the Demised Premises without the prior consent in writing of the Landlord and the costs and expenses of any such alterations or additions shall be borne  solely by the Tenant and the Tenant shall not be entitled to any compensation in respect thereof upon the termination of the Tenancy;
11. at its own cost and expenses, to restore the demised Premises to its original condition if any structural alterations or additions have made by the Tenant pursuant to clause (k) above if so required by the Landlord at the expiry or sooner determination of the period of the Tenancy.  Such restoration shall be carried out under the supervision of the Landlord’s Architect or other agent within fourteen (14) days from the expiration or sooner determination of the Tenancy, failing which the Landlord shall be at liberty to carry out such restoration and the costs and expenses thereof shall be borne by the Tenant and payable by the Tenant to the Landlord upon demand;
12. not to install any additional electric points or wiring or additional plumbing connection on or to the Demised Premises without the prior consent of the Landlord provided always that any electric wiring or plumbing connections as may be approved by the Landlord shall be carried out in compliance with all rules by -laws and matters prescribed by the competent/relevant authorities;
13. to be responsible for and to fully indemnify the Landlord against all and every loss and damages whatsoever incurred or sustained by the Landlord as a consequence of any breach or non-observance of the Tenant’s covenants herein contained and fully indemnify the Landlord and the Landlord’s estate and effects from and against all actions claims liability costs expenses thereby arising;
14. the Tenant hereby undertakes to adopt every precaution which may be necessary or expedient to prevent fire;
15. not to bring or store or permit or suffer to be brought or stored in the Demised Premises or any part thereof any goods which are of an explosive, combustible, dangerous or hazardous nature;
16. not to suffer alter injure disfigure spoil or damage any of the wall ceiling floors or any other part of the Demised Premises and to forthwith make good and reinstate such walls floors or other parts of the Demised Premises;
17. to maintain and regularly service the fan sanitary and electrical appliance and electric fittings installed and supplied by the Landlord in the Demised Premises;
18. at the expiration or sooner determination of the Tenancy, the Tenant shall peaceably and quietly deliver up vacant possession of the Demised Premises to the Landlord together with all fixtures and fittings therein in clean good and tenantable repair and condition, with the usual fair wear and tear excepted, in accordance with the covenants herein contained and to make good and replace at the Tenant’s own cost any damage caused to the Demised Premises; and
19. to permit the Landlord during the two (2) months immediately preceding the expiration or sooner determination of the tenancy to affix or retain without interference at or by the front portion/facade of the Demised Premises a notice of re-letting the Demised Premises and during the said two (2) months to permit persons with due authority from the Landlord at all reasonable times of the day to view the Demised Premises.

5.                 THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:

1. to pay the quit rent and assessment payable in respect of the Demised Premises whenever the same becomes due;
2. that the Tenant performing its obligations herein set forth shall pay the said Rent hereby reserved and observe perform the several covenants and stipulations on the Tenant’s part therein contained peacefully and quietly hold and enjoy the Demised Premises during the Tenancy without any interference from the Landlord or any person rightfully claiming under or in trust for the Landlord; and
3. to keep the Demised Premises (exclusive of the Tenant’s own furniture, fixtures and fittings, appliances, goods and chattels) insured against loss or damage by fire.

6.                 PROVIDED ALWAYS and its is hereby agreed as follows:

1. if the said Rent hereby reserved or any other charges herein covenanted to be paid by the Tenant shall be in arrears and unpaid at any time for seven (7) days after becoming due whether formally demanded or not or if any of the other covenants, stipulations or arrangements on the part of the Tenant herein contained shall not be performed or observed or having a receiving order made against it or shall become bankrupt or upon the liquidation or winding-up of this Tenant otherwise than upon reconstruction or amalgamation or if the Tenant shall make any assignment for the benefit of or enter into any arrangement with his creditors or if the Tenant shall permit any execution to be levied on the Demised Premises, then and in any such cases, 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, 1965 and it is hereby mutually agreed that reasonable time in which to remedy the breach of the subject matter of the said forfeiture notice is fourteen (14) days shall be deemed a reasonable time and on the expiration of the period specified in the forfeiture notice without the breach complained of having being remedied, the Landlord shall be at liberty to re-enter upon and take possessions of the Demised Premises or any part thereof in the name of the whole and thereupon the Tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of the breach of the Tenant’s covenants herein contained, failing which it shall be lawful for the Landlord to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this Agreement shall be absolutely determined but without prejudice to the rights of the Landlord in respect of any antecedent breach of covenant on the Tenant’s part herein contained;
2. the Tenant hereby acknowledges that the Tenant has checked and inspected the Demised Premises and declares that the Tenant is satisfied with the good and tenantable condition thereof and no objection whatsoever shall be raised by the Tenant after the Tenant has taken possession of the Demised Premises of any defects or want of repair which have not been raised by the Tenant before the execution of the Tenancy agreement and no subsequent complain shall be entertained and the Tenant’s taking possession of the Demised Premises shall be conclusive evidence as against the Tenant that the Demised Premises is in good order and satisfactory condition when the Tenant took possession thereof;
3. the Tenant shall at his own cost provide arrange and take all necessary precautions against theft robbery and loss and it is hereby expressly agreed that the Landlord shall not be held responsible or liable for the same;
4. Acceptance of said Rent 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 any of his obligations hereunder;if at any time during the Tenancy, the Demised Premises or any part thereof shall be destroyed or damaged so as to become unfit for occupation or use by fire explosion (except when such fire explosion shall have been caused by any act or default or negligence of the Tenant) lighting riot tempest or act of God or from any other cause then the said Rent hereby reserved or a fair proportion thereof according to the nature of the damage sustained (to be ascertained in the case of dispute by arbitration in the manner provided by the Arbitration Act, 1952 or nay modification thereof in force at the time of the dispute) shall be suspended and cease to be payable until the Demised Premises shall have been again rendered for habitation and use.  PROVIDED ALWAYS THAT the Landlord shall not be bound or compelled to rebuild or reinstate the Demised Premises or any part thereof unless the Landlord in his discretion thinks fir or desires to do so;
5. the Tenant shall upon the Landlord’s request at any time during the period of the Tenancy permit persons and/or the Landlord’s agent with the due authority from the Landlord at all reasonable times of the day to enter and view the Demised Premises;
6. should the Tenant without the written consent of the Landlord first had and obtained, leave or vacate or attempt the Demised Premises prior to the expiry of the term hereby created, the Landlord shall forthwith be entitled to be compensated by forfeiting the Security Deposit SUBJECT ALWAYS to the Tenant’s right to give to the Landlord a sixty (60) day’s notice in writing of his intention to pre-determine the Tenancy PROVIDED that the Tenant has not at any time breached any of the terms and conditions herein contained;
7. notwithstanding anything herein contained, the Landlord shall not be liable either to the Tenant, its employees, agents or licensees in the Demised Premises or to others who may be permitted to enter or use the Demised Premises for accidents happening or injuries sustained or loss of or damage to goods or chattels in the Demised Premises or any part thereof unless it was due to the gross negligence of the Landlord;
8. the Landlord shall automatic after the expiry of this Tenancy Agreement grant to the Tenant a tenancy of the Demised Premises for a further term of two (2) years at the said Rent (hereinafter referred to as “Additional Term of Tenancy”);
9. the Landlord shall on the written request of the Tenant made two (2) months prior to the expiration of the Additional Term of Tenancy hereby created grant to the Tenant a tenancy of the Demised Premises for a further term of two (2) years at prevailing market rental PROVIDED ALWAYS THAT the Tenant shall not be in breach of any of the covenants herein contained; and
10. in the event the Demised Premises is acquired under the relevant provisions of the Land Acquisition Act, 1960 then this Agreement shall be terminated upon written notice thereof being given by either party to the other and neither party shall have any claims against the other.

7. All disbursement costs of and incidental to the preparation and completion of this Agreement herein and all cost on a solicitor and client basis shall be paid for by the Tenant.

8.  Any notice required to be given under this Agreement shall be writing and shall be sufficiently served on the Tenant by ordinary letter addressed to him at his address stated herein or at his last known address in Malaysia and shall be sufficiently served on the Landlord by registered latter addressed to him at his address stated herein or his last known address in Malaysia and shall be deemed to have been received by the addressee in the ordinary course of mailing.

9. This Agreement shall be binding on the heirs, assign, representatives and successors-in-title of the parties herein.

10. In this Agreement, unless there is something in the subject or context inconsistent with such construction or unless it is expressly provided:

1. words importing the masculine gender include the feminine and neuter genders;
2. words applicable to natural persons include any body of persons, firms or partnership, corporate or unincorporated; and
3. words in the singular include the plural and vice-versa.

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**FIRST SCHEDULE**

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

|  |  |  |
| --- | --- | --- |
| **Section** | **Description** | **Particulars** |
| 1. | The Date of this Agreement |  |
| 2. | The Name, Address and Description of the Landlord |  |
| 3. | The Name, Address and Description of the Tenant |  |
| 4. | Description of the said Property |  |
| 5. | Description of the Demised Premises |  |
| 6. | Use of the Demised Premises | Trading of housewares |

**SECOND SCHEDULE**

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

|  |  |  |
| --- | --- | --- |
| **Section** | **Description** | **Particular** |
| 1. | Term of the Tenancy |  |
| 2. | The Date of Commencement of the Tenancy |  |
| 3. | The Monthly Rent Payable |  |
| 4. | Security Deposit |  |
| 5. | Utilities Deposit |  |

IN WITHNESS WHEREOF the parties hereto have hereunto set their hands the day and year stated in **Section I of the First Schedule** hereto.

SIGNED by )

(NRIC No.) )

for and on behalf of )

)

(Company No. )

the presence of:  )

SIGNED by the abovenamed )

)

TENANT in )

)

the presence of: )

…………………………………………………

Trading as ………………………………..