
TENANCY AGREEMENT

DATE THIS DAY OF 2021

BETWEEN

OKINAWA AUTO SDN BHD

ROC NO: 200401011034 (649537-P)

“THE LANDLORD”

AND

MARIO DINESH IJITSU

(NRIC: 990828-89-5015)

“THE TENANT”

FOR PREMISES KNOWN AS

No. T1-08-07, The Square @ One City,
Jalan USJ 25/1, 47650 Subang Jaya,
Selangor Darul Ehsan

THIS AGREEMENT is made the day and year stated in SECTION 1 of the Schedule hereto

BETWEEN OKINAWA AUTO SDN BHD

The first Party whose name and particulars are stated in SECTION 2 of the Schedule hereto (hereinafter called “the Landlord”) of the first part,

AND MARIO DINESH IJITSU The second Party whose name and particulars are stated in SECTION 3 of the Schedule hereto (hereinafter called “the Tenant”) of the second part.

WHEREAS the Landlord is letting the premises described in SECTION 4 of the Schedule hereto (hereinafter referred to as “the said Premises”) in his capacity as described in SECTION 5 of the Schedule hereto.

NOW IT IS HEREBY AGREED as follows.

1 TENANCY

Subject to the terms and conditions hereinafter contained, the Landlord agrees to let and the Tenant agrees to take a tenancy of the said Premises for the term stated in SECTION 6 of the Schedule hereto, commencing on the date stated in SECTION 7 of the Schedule hereto, and at the monthly rental stated in SECTION 9 of the Schedule hereto, which monthly rental shall be payable on the day stated in SECTION 10 of the Schedule here to every month in advance.

2 COVENANTS BY THE TENANT WITH THE LANDLORD

The Tenant hereby covenants and agrees with the Landlord as follows:

- 2.1 Upon the execution of this Agreement, the Tenant shall deposit with the Landlord the sum stated in SECTION 11 of the Schedule hereto (hereinafter such sum shall be referred to as “ the said Deposit”), the receipt of which the Landlord hereby acknowledges, as and by way of deposit or security of the due performance and observance by the Tenant of the terms and conditions of this Agreement, The said Deposit shall not be deemed to be payment of the rental in advance, nor shall it be treated as or used by the Tenant as payment for the rental due under this Agreement without the prior consent of the Landlord, and the said Deposit may be applied by the Landlord in or towards payment of fees and charges outstanding from the Tenant or for making good of any breach of this Agreement on the part of the Tenant BUT SUBJECT as aforesaid the said Deposit shall be refunded to the Tenant free of interest upon the expiration of the term of the Tenancy hereby created.

- 2.2 The Tenant shall pay to the Landlord the monthly rental in advance on the day stated in SECTION 10 of the Schedule hereto of each month failing which the Landlord shall, without prejudice to the remedies provided herein, be entitled to charge interest at the rate of ONE per cent (1 %) per annum on such monthly rental from the day that such rental is payable until payment thereof.
- 2.3 The Tenant shall pay the water, gas, power, electricity, sewerage, telephone and all utilities charges of the said Premises upon receipt of the respective bills, and send copies of such paid bills to the Landlord thereafter.
- 2.4 The Tenant shall not make any structural alterations or additions drillings, fixings to the said Premises without prior written consent of the Landlord.
- 2.5 The Tenant shall not do or permit to be done on the said Premises anything which will or may infringe any bye – laws or regulations in force or which may become a nuisance, annoyance or inconvenience to the Landlord or to the tenants or occupiers of the same adjacent or neighboring buildings or properties.
- 2.6 The Tenant shall not store or bring upon the said Premises any article of a specially combustible inflammable, explosive or dangerous nature and shall not do or suffer to be done anything by reason whereof the present or any future insurance policy against fire on the said Premises may be rendered void or voidable or whereby the rate of premium thereon may be increased. Any increased premium occasioned by any breach of this Clause 2.6 shall be repaid by the Tenant to the Landlord. For the avoidance of doubt , the Landlord hereby agrees that the Tenant shall not be in breach of this Clause 2.6 where the Tenant does, or cause or permits to be done, anything in connection with or related to the purposes provided in Clause 2.9 hereof.
- 2.7 The Tenant shall keep the said Premises and all of the Landlord's installations therein in good and tenantable repair and in proper working order, excepting fair wear and tear, and shall not permit the Landlord's fixtures, fittings, and furniture to be removed from the said Premises without the prior written consent of the Landlord.
- 2.8 The Tenant shall keep the interior, the flooring, the plaster or any other surface on the walls, the ceiling, the doors, the windows, the glass, the fastenings, the electric wiring and the Landlord's fixtures and fittings, and all other parts of the said Premises, in good and tenantable repair and condition, fair wear and tear excepted.
- 2.9 The Tenant shall use the said premises only for the proposes stated in SECTION 12 of the Schedule hereto.

- 2.10 The Tenant shall comply with the requirements of any government or public or local authority under the provisions of any Act or Enactment, or of any regulations or bye-laws of public and/ or local authorities, or any written law, in force at any time during the term hereby created, in so far as such requirements relate to the Tenant. The Tenant hereby undertakes to indemnify the Landlord on any summonses and fines from the relevant authorities arising from the nature of the Tenant's breach.
- 2.11 The Tenant shall not, without the prior consent of the Landlord, affix, exhibit or erect or permit or suffer to be affixed or exhibited or erected, on or upon any part of the external rails or fences of the said Premises any poster or other advertisement or boarding other than a signboard bearing the Tenant's name, address, telephone number, and the nature of its trade or business.
- 2.12 The Tenant shall permit the Landlord, his authorized agents and/ or workmen, at reasonable times and with minimal interruption to the Tenant's business, to enter the said Premises for the purpose of repairing, altering, or renewing any part of the said Premises where such is reasonable necessary.
- 2.13 During the last two months of this tenancy, the Tenant shall permit the Landlord to affix upon the said Premises a notice for re-letting and shall further permit persons authorized by the Landlord or its authorized agents to view the said Premises at reasonable times and with advance notice.
- 2.14 Upon the determination of this Tenancy, the Tenant shall deliver up to the Landlords the said Premises, together with all locks and keys and fastenings complete, and in such good and tenantable condition as shall be in accordance with the covenants of the Tenant herein contained, excepting any reasonable wear and tear and any damage or destruction due to any cause or circumstance not within the control of the Tenant.
- 2.15 At the expiration (or sooner determination, as the case may be) of the term of the tenancy hereby created, the Tenant shall peaceably and quietly yield up unto the Landlord the said Premises and to remove and to remove there from all partitions, additions, structures and fittings installed by the Tenant, and all damage caused by such removal shall be made good by the Tenant to the reasonable satisfaction of the Landlord PROVIDED that if the Landlord or the incoming new Tenant has no objection to the same, the Tenant need not remove any such partitions, additions, structures and fittings.
- 2.16 The Tenant shall insure and keep insure and keep insured the Tenant's own goods and chattels in the said Premises against any risks that the Tenant deems fit, and shall pay all such insurance premiums thereon.
- 2.17 The Tenant shall not sublet, assign this Agreement or part with the legal or actual possession of the Demise premises or any part thereof to any part thereof to any person or persons whomsoever or to any corporation or corporations whatsoever except with the prior Consent of the landlord first had and obtained.

3 COVERNANTS BY THE LANDLORD WITH THE TENANT

The Landlord hereby covenants and agrees with the Tenant as follows:

- 3.1 The Landlord or its Financier shall insure and (unless the insurance so effected shall become void through or by reason of the fault of the Tenant) keep insured the said Premises save and except the contents belongings of the tenant or otherwise kept therein the premise from loss and damage by fire with any insurance office or underwriter of repute, and shall pay all premiums for this purpose.
- 3.2 Upon the Tenant performing and observing the several covenants and stipulations on its part herein contained, the Landlord shall permit the Tenant to peaceably hold and enjoy the said Premises during the term hereby created without any interruption or disturbance by the Landlord or any person claiming under or through or in trust for the Landlord.
- 3.3 The Landlord shall pay all such assessments, taxes and/ or quit rents as are or shall be rated charged, assessed and/ or levied in respect of the said Premises and which are not expressly stated herein as payable by the Tenant.
- 3.4 The Landlord shall keep the roof main structure; exterior walls and piping repair the demised premises in good and tenantable condition throughout the period of the tenancy provided always that if the Tenant or any of its servant's agent's or invitees or otherwise results in any damages to the demised promises, the cost and expenses of making good such damage shall be borne by the Tenant.

4 EVENT OF DEFAULT

In the event of:

- (A) The rental or any part thereof shall remain unpaid for seven (7) days after becoming due (whether or not formal or legal demand have been made) or,
- (B) Default of any of the several covenants and stipulations on the part of the Tenant herein contained which is not capable of being remedied, or if being capable of remedy such default has not been remedied within fourteen (14) days of service of a written notice from the Landlord to the Tenant requesting action to remedy the same, or
- (C) The Tenant becoming bankrupt or going into liquidation, then in any such case it shall be lawful for the Landlord at any time thereafter to re-enter the said Premises or any part thereof in the name of the whole, whereupon this Tenancy shall absolutely determine and the said Deposit shall be refunded by the Landlord in accordance with clause 2.1 but without PREJUDICE to any rights, remedies or claims, which the Landlord may have against the Tenant.

5 **TERMINATION**

- 5.1 If through no fault of the Tenant the said Premises are disallowed at any time for use in the manner and for the purposes stated in SECTION 12 of the Schedule hereto by any Government or public or local authority, the Tenant shall be entitled, to terminate this Tenancy whereupon the term of the Tenancy hereby created shall be deemed to be expired and Clause 2.1 shall be applicable.
- 5.2 In the event each party wishes to terminate this Tenancy Agreement before the expiry of the Terms specified under SECTION 8 Agreement, each shall give the other a Two (2) months notice thereafter the Security Deposit shall be refunded by the Landlord to the tenant in accordance with Clause 2.1 but without prejudicing any rights remedies or claims, which the Landlord may have against the Tenant.

6 **MISCELLANEOUS**

- 6.1 Each Party shall bear its own costs in respect of the preparation of this Agreement. The stamp duty for this Agreement shall however be borne solely by the Tenant.
- 6.2 In the event that the said Premises or any part thereof shall at any time during the term of this Tenancy be destroyed or damage by fire (whether by the negligence or default of the tenant or otherwise, flood, lighting, riot, tempest, Act of God, or by any other cause beyond the control of the Tenant to such an extent so as to interfere with the Tenant's full and proper enjoyment of the said Premises, then the rental payable hereunder shall be suspended or (as the case may be) reduced by a fair and just proportion having regard to the extent of the destruction or damage and the interference and inconvenience cause to the Tenant PROVIDED THAT the question of whether the payment of rental (or a proportion thereof) is to be suspended and the period of such suspension shall be mutually agreed upon between the Parties hereto.
- 6.3 Any notice required to be given under this Agreement shall be in writing and any notice to be given to the Landlord shall be sufficiently served when addressed to the Landlord and left at or sent by registered post to the address of the Landlord herein state, and any notice to be given to the Tenant shall sufficiently served when left at or sent by registered post to the Tenant at the address of the said Premise. Any notice sent by registered post shall be deemed to have been delivered in the ordinary course of post.
- 6.4 In this Agreement, unless there be something in the subject matter or context inconsistent therewith, words importing the singular number or the masculine gender shall include the plural number or the feminine gender and vice versa and words importing individual person shall also be deemed to include corporations and the expression "his" shall mean and include "her", "their", and "its".
- 6.5 This Agreement shall be binding upon the respective successors-in-title and permitted assigns of any persons deriving title under the Landlord and the Tenant.

6.6 This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the Parties hereby submit to the exclusive jurisdiction of the Malaysia Courts.

6.7 The Schedule hereto shall form part of this Agreement

(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 stated.

SIGNED BY :(LANDLORD)

NAME : OKINAWA AUTO SDN BHD

ADDRESS : Lot 910, Off Jalan Industri 10,
Seksyen U19, Kg Baru Sungai Buloh,
47000 Selangor.

IN THE PRESENCE OF:-

.....
NAME : WILLIAM, PUA CHEE HOA
NRIC : 910526-10-6049
REN TAG/ID : REN33536

SIGNED BY :(TENANT)

NAME : MARIO DINESH IJITSU

ADDRESS : D13A-7 GREENFIELDS APARTMENT
NO. 8 JALAN 1/155B, BUKIT JALIL
57000 KUALA LUMPUR

IN THE PRESENCE OF:-

.....
NAME : WILLIAM, PUA CHEE HOA
NRIC : 910526-10-6049
REN TAG/ID : REN33536

THE SCHEDULE

SECTION 1	DATE OF THIS AGREEMENT	20 TH OCTOBER 2021
SECTION 2	The Landlord Name	OKINAWA AUTO SDN BHD ROC No: 200401011034 (649537-P) Lot 910, Off Jalan Industri 10, Seksyen U19, Kg Baru Sg Buloh, 47000 Selangor.
SECTION 3	The Tenant Name	MARIO DINESH IJITSU NRIC NO: 990828-89-5015 D13A-7, GREENFIELDS APARTMENT NO. 8, JALAN 1/155B, BUKIT JALIL, 57000 KUALA LUMPUR, WP TEL: 016-354 8390
SECTION 4	The Said Premises Address	No.T1-08-07, The Square @ One City Jalan USJ 25/1, 47650 Subang Jaya Selangor Darul Ehsan
SECTION 5	Capacity Of The Landlord	OWNER
SECTION 6	Term Of The Tenancy	Fixed at 1 year with an optional to renew for a further period of 1 year
SECTION 7	Date Of Commencement	20 TH OCTOBER 2021
SECTION 8	Date Of Expiry	19 TH OCTOBER 2022
SECTION 9	Monthly Rental { Ringgit Malaysia }	RM1,100.00 (Ringgit Malaysia One Thousand One Hundred Only)
SECTION 10	Day For Payment Of Rental	BY 1ST OF EACH CALENDAR MONTH

SECTION 11	The Said Deposit Comprising of a Security Deposit of 2 Months, Utility Deposit Access Card Deposit	RM 2,200.00 RM 550.00 RM 100.00 ----- RM 2,850.00 =====
SECTION 12	Purpose Of Use Of The Said Premises	RESIDENTIAL PURPOSES ONLY
SECTION 13	Further Term Upon Renewal	ONE (1) YEAR AT A RENTAL TO BE MUTUALLY AGREED UPON
SECTION 14	Manner Of Revision	MARKET RENTAL
SECTION 15	Inventory List	Air-Conditioners 2 units Aircond Remote Controllers 1 unit Electric Roller Blind 1 set Sofa 1 pcs Dining Table with 2 Chairs 1 set Wardrobe 1 pcs Built-in Electrical Hood & Hob 1 set L-Shaped Built-in Kitchen Cabinet (Upper Cabinet & Table Top) 1 set Access Card 1 unit Keys (Main Door & Bathroom Door) 1 set