

DATED THIS: 27/10/2021

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**TENANCY AGREEMENT**

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BETWEEN

**PUSAT BAHASA IKHLAS SDN. BHD.**  
**( 665581-T )**

..... The Landlord

AND

**FILKEN SDN. BHD.**  
**( 1171905-A )**

..... The Tenant

***Premise Address: 3 STOREY SHOP LOT***

**PTD 161065**

**No.43 ( Ground ),  
Jalan Austin Heights 8/1,  
Taman Mount Austin,  
81100 Johor Bahru,  
Johor.**



KERAJAAN MALAYSIA

**IBU PEJABAT**  
**LEMBAGA HASIL DALAM NEGERI MALAYSIA**  
**MENARA HASIL**  
**PERSIARAN RIMBA PERMAI**  
**CYBER 8, 63000 CYBERJAYA**  
**SELANGOR DARUL EHSAN**

**SIJIL SETEM**

ASAL

**STAMP CERTIFICATE**

(Sila lekatkan sijil setem ini ke atas surat cara sebagai bukti penyeteman)  
 Please attach this stamp certificate to the instrument as evidence of stamping

**Cara Bayaran** *Payment Method* BILL PAYMENT  
**No. Adjudikasi** *Adjudication No.* L01BFD952CXJ001  
**Jenis Surat Cara** *Type Of Instrument* PERJANJIAN SEWA  
 SURAT CARA UTAMA  
**Tarikh Surat Cara** *Date Of Instrument* 18/10/2021  
**Balasan** *Consideration* RM 0.00  
**Maklumat Pihak Pertama / Penjual / Pemberi** *First Party / Vendor / Transferor / Assignor*  
 JA'APAR BIN SAMAT, NO KP 590309015319; MUHAMAD KHAIRULNIZAM BIN JA'APAR, NO KP  
 851229016031  
**Maklumat Pihak Kedua / Pembeli / Penerima** *Second Party / Purchaser / Transferee / Assignee*  
 TCN RESOURCES SDN.BHD., NO SYARIKAT 1122894-V  
**Butiran Harta / Suratcara** *Property / Instrument Description*  
 NO. 47 (GROUND & 1ST FLOOR ONLY), JALAN MUTIARA EMAS 2A TAMAN MOUNT AUSTIN, JOHOR  
 BAHRU, 81100, JOHOR

Dengan ini disahkan surat cara ini disetem dan diindors seperti maklumat di bawah:  
 This is to certify this instrument is stamped and indorsed as below:

<b>No. Sijil Setem</b> <i>Stamp Certificate No.</i>	J0010A211547403
<b>Tarikh Penyeteman</b> <i>Date of Stamping</i>	26/10/2021
<b>Duti Setem Dikenakan</b> <i>Amount of Stamp Duty</i>	RM 606.00
<b>Penalti</b> <i>Penalty</i>	RM 0.00
<b>Pelaksanaan</b> <i>Adjustment</i>	RM 0.00
<b>Jumlah Dibayar</b> <i>Total Amount Paid</i>	RM 606.00
<b>Indorsemen</b> <i>Indorsement (Akta Setem 1949)</i>	Saksyen 37



Pemungut Duti Setem

No. Kelulusan Perbendaharaan *Treasury Approval No.* : KK/BSKK/10/600-2/1/2(60)Tarikh Cetak *Printed Date* : 26/10/2021 05:57:53

Pengesahan ketulenan Sijil Setem ini boleh dipastikan di [stamps.hasil.gov.my](http://stamps.hasil.gov.my) atau melalui aplikasi telefon pintar  
 The authenticity of this Stamp Certificate can be verified at [stamps.hasil.gov.my](http://stamps.hasil.gov.my) or by mobile app

Ini adalah cetakan komputer dan tidak perlu ditandatangani  
 This is a computer generated printout and no signature is required

— tamat/end —

AN AGREEMENT made the day and year stated in **Section 1** of the Schedule hereto Between:

- 1) the first party whose name and particulars are stated in **Section 2** of the Schedule hereto ("the Landlord"); And
- 2) the second party whose name and particulars are stated in **Section 3** of the Schedule hereto ("the Tenant").

WHEREAS the Landlord is letting the premises described in **Section 4** of the Schedule hereto ("the Demised Premises") in his capacity as described in **Section 5** of the Schedule hereto.

NOW IT IS HEREBY AGREED as follows:

Subject to the accompanying General and Special Condition, the Landlord lets and the Tenant takes the Demised Premises for a term stated in **Section 6** of the Schedule hereto ("the Term") commencing on / regarded to have commenced on the date stated in **Section 7** of the Schedule hereto at the monthly rent stated in **Section 8** of the Schedule hereto ("the Rent") payable in advance (without any deduction or set-off whatsoever, whether in equity or at law) on or before the day stated in **Section 9** of the Schedule hereto.

## GENERAL CONDITIONS

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

- 1) (a) To deposit with the Landlord the sums stated in **Section 10(a)** and **10(b)** of the Schedule hereto (the rental deposit and the utility deposit shall herein collectively be referred to as "the Deposit") (the receipt of which the Landlord hereby acknowledges) as security for the due performance and observance by the Tenant of the covenants on the part of the Tenant herein contained.
- (b) The Deposit shall not, without the prior written consent of the Landlord, be taken to be payment for any Rent nor as any other payments covenanted to be paid by the Tenant and shall be retained by the Landlord until the expiration of the Term.
- (c) If the Tenant duly observes and performs all the covenants, conditions and stipulations herein contained during the Term, the Landlord shall, upon the expiration of the Term, refund the Tenant the Deposit (remaining with the Landlord) free of any interest and less such sums as may then be due or payable to the Landlord but without prejudice to any other claims which the Landlord may have against the Tenant under the terms of this Agreement.
- (d) Notwithstanding anything to be contrary herein contained, if the Tenant fails to perform or observe any of the covenants, conditions and stipulations herein contained, to apply the Deposit or such / any part thereof in or towards the payment of reasonable fees, costs or expenses outstanding or for making good any breach by the Tenant of any of the terms and conditions of this Agreement WITHOUT PREJUDICE to any other right of action or claim which the Landlord may have against the Tenant under this Agreement, at law or in equity.

- 2) To pay the Rent at the time and in the manner herein provided.
- 3) The Tenant hereby agrees and covenants with the Landlord that in the event the rental is subject to the Sales & Services Tax (SST), any taxes including without limitations any SST rate imposed upon by the relevant authority, shall be borne by the Tenant absolutely when requested by the Landlord.
- 4) To use the Demised Premises for the purpose(s) stated in **Section 11** of the Schedule hereto only.
- 5) At the Tenant's own cost and expense to apply for the installation / supply of water, gas electricity, telecommunication service and any other utilities / services and to pay the charges (including any Government taxes thereon) for such installation(s) / supplies in respect of the Demised Premises.
- 6) At the Tenant's own cost and expense to comply with the requirements of:
  - (a) any Appropriate Authority under the provisions of any Act or Enactment;
  - (b) any regulations or by-laws of any Appropriate Authority; and
  - (c) any written law which may be in force,during the Term in so far as such requirements relate to the Tenant's use of the Demised Premises.
- 7) To keep the Demised Premises and all the Landlord's installations, fixtures and fittings therein in good and tenantable condition and proper working order (fair wear and tear excepted).
- 8) To be responsible for the security and safety of the Demised Premises.
- 9) To keep the Demised Premises and the surrounding area clean.
- 10) To use the surrounding land and environment in a proper manner and to keep clear at all times the driveway and entrance to the Demised Premises and all passageways leading thereto.
- 11) To insure and to keep insured the Tenant's own properties and properties under the Tenant's possession and control from loss or damage by fire with an insurance company or with underwriters of repute and to pay all premiums relating to that purpose.
- 12) To permit the Landlord and his agents, servants and others at all reasonable times to enter the Demised Premises for the purpose of viewing and inspecting the state and condition thereof or for any other reasonable purpose and forthwith to make good at the Tenant's own cost and expense (within seven (7) days of a notice given by or on behalf of the Landlord) any defect / damage caused by the Tenant's occupation of the Demised Premises.
- 13) To permit the Landlord with workmen and others to enter the Demised Premises for the purpose of repairing, altering or renewing any part of the Demised Premises or the sewer, drains or water courses of the Demised Premises where such is necessary and no compensation will be entertained by the Landlord in respect of any interruption or other loss or damage whatsoever occasioned thereby.

- 14) Not to effect any renovations, additions or alterations to the Demised Premises (or any part thereof) without obtaining the prior written consent of the Landlord. Notwithstanding any consent by the Landlord for such renovations, additions or alterations, the Tenant shall not proceed with the same without obtaining the prior approval of the Appropriate Authority and the Tenant shall comply with all conditions imposed by the Appropriate Authority.
- 15) Not to do or permit to be done on the Demised Premises anything which will or may infringe any of the laws, by-laws or regulations in force or which may be or become a nuisance, annoyance or inconvenience to the Landlord or the tenants or occupiers of the adjacent or neighboring buildings or properties.
- 16) Not to assign, sublet or part with the possession of or share the occupation or use of the Demised Premises (or any part thereof) without the prior written consent of the Landlord.
- 17) Not to, without the prior written consent of the Landlord and the appropriate authority, affix, exhibit or erect or permit or suffer to be affixed, exhibited or erected on or upon any part of the external walls, rails or fences thereof any placard, poster or other advertisement or boarding other than a signboard bearing the Tenant's name, address, telephone number and the nature of this trade or business (if applicable).
- 18) During the last three (3) months of the Term to permit the Landlord to affix on the Demised Premises a notice for re-letting and to permit the Landlord's agent or authorized personnel to view the Demised Premises at reasonable times.
- 19) Upon the determination of this Agreement to deliver to the Landlord the Demised Premises in a state of repair, condition, order and preservation as shall be in strict compliance with the Tenant's covenants herein contained and with all locks, keys and fastenings complete.
- 20) Upon the expiration or sooner determination of the Term peaceably and quietly to yield up unto the Landlord the Demised Premises and to remove therefrom all partitions, additions and any other structures and fittings installed by the Tenant which have been installed with the prior written consent of the Landlord and all damage caused by such removal shall be make good by the Tenant to the reasonable satisfaction of the Landlord PROVIDED that if the Landlord or the incoming tenant has no objection to the same, the Tenant need not remove any such partitions, additions and other structures and fittings.

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

- 1) To insure and (unless the insurance so affected shall become void through or by reason of the fault of the Tenant) to keep the Demised Premises insured from loss or damage by fire with an insurance company or with underwriters of repute and to pay all premiums necessary for that purpose.

- 2) On the Tenant paying the Rent and performing and observing the terms and conditions herein the Tenant shall peaceably hold and enjoy the use of the Demised Premises during the Term without any interruption or disturbance by the Landlord or by any person(s) rightfully claiming through or under the Landlord.
- 3) To pay all the assessments, taxes and quit rent as are or shall be rated, charged, assessed of the Demised Premises and not expressly payable by the Tenant herein.
- 4) To repair and keep in good tenatable repair the main structure and external walls of the Demised Premises throughout the Term hereby created.

III. PROVIDED ALWAYS and it is hereby agreed as follows:

- 1) The Landlord shall, upon written request being made by the Tenant at least three (3) month before the expiry of the Term, grant the Tenant a further terms as provided in **Section 12** of the Schedule hereto upon the same terms and conditions as are herein contained with the exception of this provision for renewal.
- 2) If:
  - a) the Rent (or any part thereof) remains unpaid after becoming due (although no formal demand has been made therefore);
  - b) the Tenant commits a breach of any of the terms and conditions herein contained;
  - c) any step is taken or an order is made or a resolution is passed or legislation is enacted for the winding up, dissolution, liquidation or bankruptcy, as the case may be, is presented against the Tenant (provided that if a petition is presented as aforesaid , the Tenant shall immediately furnish full particulars of such petition to the Landlord) ; or
  - d) any execution or attachment is levied, enforced or issued against any of the Tenant's assets at the Demised Premises, then in any of such cases it shall be lawful for the Landlord at any time thereafter to serve a notice under section 235 of the National Land Code 1965 requiring the Tenant to remedy the breach or default (if the same is capable of being remedied ) and the period of fourteen (14) days shall be regarded as reasonable and sufficient notice for the purposes of section 235 of the National Land Code 1965 ( expect in the case of non-payment of or the failure to pay the Rent on due date, a period of seven (7) days shall be regarded as reasonable and sufficient notice ) and;
  - e) upon the expiration of the aforesaid notice and the Tenant's failure to remedy the breach or default complained of; or
  - f) in the case of an event of breach or default not capable of being remedied by the Tenant, to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this Agreement shall be treated as determined and the Deposit shall be forfeited by the Landlord but WITHOUT PREJUDICE to any right of action the Landlord may have against the Tenant in respect of any unpaid rent, rent respecting the unexpired Term or any antecedent breach of the terms and conditions herein contained.

- 3) The Stamp Duty and Tenancy Agreement fees in respect of this Agreement shall be borne and paid by the parties hereto equally unless otherwise stated.
- 4) If the Demised Premises (or any part thereof), during the Term, are destroyed or damaged by fire and/or due to any pandemic outbreak and any law restrictions, as to be unfit or unsuitable for occupation and use for period of more than one (1) calendar month and the policy or policies of insurance effected by the Landlord shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Tenant, the rent (or a fair proportion thereof according to the nature and extent of the damage sustained) shall be suspended until the Demised Premises are again rendered fit for occupation and use subject to the Tenant having the option to determine this Agreement by giving the Landlord fourteen (14) days' written notice. In the premises the rental deposits paid pursuant to this agreement shall be refunded.
- 5) If through no default of the Tenant, the Demised Premises are disallowed for use for the purpose(s) stated in Section 11 of the Schedule hereto by any Appropriate Authority, the Tenant shall be entitled to terminate this Agreement by One (1) month's written notice to the Landlord and the Deposit paid shall be refunded by the Landlord to the Tenant.
- 6) Should the Tenant terminate this Agreement at any time before the expiration of the Term, two (2) months' notice shall be given to the Landlord and the Rental Deposit shall then be absolutely forfeited by the Landlord WITHOUT PREJUDICE to any right of action the Landlord may have against the Tenant in respect of any unpaid Rent and any antecedent breach of the terms and conditions herein contained.
- 7) Any notice required to be given under this Agreement shall be writing. Any notice to the Landlord shall be addressed to the Landlord and the left at or sent by registered post to the Landlord's address herein stated. Any notice to the Tenant shall be addressed to the Tenant and left at or sent by registered post to the Tenant's address herein stated. Any notice sent by registered post shall be regarded to have been given at the time when in due course of post it would be expected to be delivered to the address to which it is sent.
- 8) The Tenant shall indemnify and keep the Landlord indemnified against any liability, proceedings, claim, action, fine, demand, loss, cost and expense whatsoever arising from or incidental to any omission, failure or breach on the part of the Tenant in complying with any of the provisions of this Agreement.
- 9) This Agreement shall not be assigned by the Tenant unless with the prior written consent of the Landlord.
- 10) This Agreement shall be binding upon the heirs, personal representatives, successors- in- title and assigns of the Landlord and the heirs, personal representatives and successors-in-title of the Tenant.
- 11) Time wherever mentioned herein shall be of the essence of the contract.
- 12) In this Agreement unless there is something in the subject matter or context inconsistent therewith:
  - a) words importing the singular shall include the plural and vice versa

- b) references to any gender shall include any other genders;
  - c) words importing individual person shall be taken to include corporations;
  - d) the term "Appropriate Authority" means any governmental, semi-or quasi-governmental and/or statutory authorities, departments, agencies or bodies and / or privatized or corporative bodies (such as Tenaga Nasional Berhad, Syarikat Telekom Malaysia Berhad, Syarikat Air Johor Sendirian Berhad, etc);
  - e) the words "herein", "hereinafter", "hereinbefore", "hereof", "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to any particular provision;
  - f) the term "Ringgit" and the abbreviation "RM" shall mean the lawful currency of Malaysia;
  - g) the expression "the Tenant" shall also mean and include the Tenant's employees, agents, invitees and any person permitted or authorized by the Tenant to be at the Demised Premises;
  - h) where there are two (2) or more persons or parties included or comprised in the expression "the Tenant" agreements, covenants, terms, stipulations and undertakings expressed to be made by and on the part of the Tenant shall be taken to be made by or binding upon such persons or parties jointly and severally.
- 13) The Schedule hereto shall be taken, read and construed as an essential part of this Agreement and shall form an integral part hereof.



IV. IT IS HEREBY EXPRESSLY AGREED BY THE PARTIES HERETO THAT THE "SPECIAL CONDITIONS" annexed hereto SHALL FORM PART OF THIS AGREEMENT and that should there be an inconsistent or repugnant term or terms, the term or terms contained and inserted in the "SPECIAL CONDITIONS" herein referred shall prevail over the same contained in clauses I to III of the General Conditions.

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

SIGNED by the Landlord  
In the presence of:

**PUSAT BAHASA IKHLAS SDN. BHD.**  
( 665581-T )

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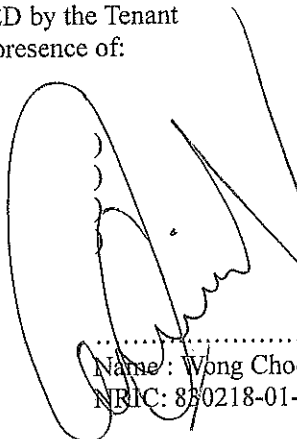
**PUSAT BAHASA IKHLAS SDN. BHD.**  
(Co. No. 665581-T)  
No. 10A, 12 & 12A, Jalan Dedap 18  
Taman Johor Jaya,  
81100 Johor Bahru, Johor.  
Tel: 07-357 7569 Fax: 07-357 7564



.....  
Name: Wong Cheng Fook  
NRIC: 690111-01-5223



SIGNED by the Tenant  
In the presence of:

**FILKEN SDN. BHD.**  
( 1171905-A )



.....  
Name : Wong Choon Siung  
NRIC: 850218-01-5305

)  
)  
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.....  
Name : Chiong Woei Liang  
NRIC: 810126-01-5879

**SCHEDULE**

**Section 1: Date of Agreement**

27/10/2021

**Section 2: Landlord Particular**

Co Name: PUSAT BAHASA IKHLAS SDN. BHD. ( 665581-T )  
B-03-15 Jalan Ekoflora 7/1, Pusat Perdagangan Ekoflora, Taman Ekoflora 81100, Johor Bahru, Johor.

**Section 3: Tenant Particular**

Co Name: FILKEN SDN. BHD. ( 1171905-A )  
No.6032 ( PTD 75470 ) Jalan Siantan1, Bandar Indahpura, 81000 Kulai, Johor.

**Section 4: The Demised Premises**

PTD 161065 No.43 ( Ground ), Jalan Austin Heights 8/1, Taman Mount Austin, 81100 Johor Bahru, Johor.

**Section 5: Landlord's Capacity**

Registered Owner.

**Section 6: Term**

Two(2) Years + Two(2) Years only.

**Section 7: Date of Commencement**

01/12/2021 (Expired 30/11/2023)

**Section 8: The Rent**

RM 5,000.00 only per month.

**Section 9: Time of Payment**

On OR before the 7th day each month

**Section 10 (a): Rental Deposit**

RM 10,000.00 only.

**Section 10 (b): Utility Deposit**

RM 2,500 TNB & SAJ.

**Section 11: Permitted Purpose**

For FILKEN SDN. BHD. BUSINESS only.

**Section 12: Further Term**

Two(2)Year only subject to the prevailing market rate.

**Section 13: Breaking Wall Deposit**

N/L

## Special Condition

1. The tenant should credit the monthly rental amount to the account stated below:

Name: Pusat Bahasa Ikhlas Sdn. Bhd.  
Bank: Public Bank  
Account No: 3162736317

- 2) Free rental on 1st November 2021 to 30th November 2021 for renovation period only.
- 3) The tenant will remove the partition at their own cost and will not reinstall after the **END** of tenancy agreement **OR** leave it to the landlord if both parties agree.
- 4) Inform the landlord earlier for late payment or the landlord will take legal action.
- 5) Spring cleaning & white color paint only, when **END** tenancy agreement.
- 6) Option to Renew, will increase rental **MAXIMUM** 10% or subject to the prevailing market rate.
- 7) TNB & SAJ submitted by the tenant.
- 8) Prohibit subletting to other tenants.
- 9) If the tenants use this storefront for any illegal behavior, this behavior will not involve the landlord.
10. Signboard is appropriate authority including poster banner, advertising under Filken Sdn Bhd's business activity related event or promotion.
11. Nature of the business or sector will include kitchen appliances.

-----The End-----

