

DATED THIS 16TH JUNE 2021

TENANCY AGREEMENT

BETWEEN

**LANDLORD
WONG KWAI YING
600923-05-5368**

AND

**TENANT
BAM ORIGINS VENTURES
002982075-M**

**DEMISED PREMISES
NO 7-1-1 JALAN MEDAN PUTRA 6 MEDAN PUTRA
BUSINESS CENTER BANDAR MENJALARA
52200 KUALA LUMPUR**

THIS AGREEMENT is made the day and year stated in **Section 1 of the Schedule** hereto between the party whose name and description are stated in **Section 2 of the Schedule** hereto (hereinafter called the “Landlord”) of the one part and the party whose name and description are stated in **Section 3 of the Schedule** hereto (hereinafter called the “Tenant”) and **Section 3a of the Schedule** (hereinafter called the Occupant).

Parties

WHEREAS:-

1. The Landlord is the registered/beneficial proprietor of the property more particularly referred to and described in **Section 4 of the Schedule** hereto (hereinafter referred to as the Said Premises).
2. The Landlord is desirous of letting and the Tenant is desirous of taking the Said Premises together with furniture, fixtures and fittings as specified in the Inventory List as attached hereto in **Appendix 1 of this Agreement** subject to the terms and conditions hereinafter contained.

Description of Said Premises

Inventory of Furnishings

NOW IT IS HEREBY AGREED AS FOLLOWS:-

1. Subject to the terms and conditions herein contained the Landlord hereby grants and the Tenant hereby accepts a tenancy of the Said Premises for the term, commencing from the date and terminating on the date stated in **Section 5(a), and 5(b)** respectively of **the Schedule** hereto.
2. The monthly rental stipulated in **Section 6 of the Schedule** hereto shall be due and payable in advance in the manner and at the time stipulated in **Section 6(a)** respectively of **the Schedule** hereto.
3. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the deposit stipulated in **Section 7 of the Schedule** hereto (receipt whereof the Landlord hereby acknowledges) as security for the due observance and performance by the Tenant of all his duties and obligations hereunder and on its part to be performed and fulfilled. The said deposits shall be maintained at this figure during the term of this tenancy and the Tenant shall not be entitled to utilize the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be returned to the Tenant free of interest within 30 (Thirty) days upon expiry or sooner determination of the term hereby created less any sums as may then be due to the Landlord for damage caused to the Said Premises by the Tenant (damage due to normal wear and tear excepted).
4. The Tenant shall upon execution of this Agreement and prior to the occupation of the Said Premises pay the Landlord the water and electricity deposits stipulated in **Section 8 of the Schedule** hereto (collectively as the Utility Deposits). The Tenant shall not be entitled to utilize the said deposit to off-set any rental due under this agreement without the previous written consent of the Landlord and the same shall be refunded to the Tenant free of interest within 30 (Thirty) days upon expiry or sooner determination of the term hereby created less such sum or sums as may then be due and outstanding. For the purposes of determining the current deposit, it is hereby agreed that photocopy of the requisite receipt notice or other written communication from relevant Department(s) shall be conclusive.

Agreement to Rent

Term of Tenancy

Monthly Rental and Date Payable

Rental Deposit

Utility Deposit

5.	THE TENANT HEREBY COVENANTS WITH THE LANDLORD as follows:-	Tenant's Covenants
5.1	To pay the reserved rent on the days and in the manner aforesaid.	To pay reserved rent
5.2	To pay all charges due and incurred in respect of electricity, water, sewerage (Indah Water), phone (Telekom), gas (Gas Malaysia) and all other utilities supplied to the Said Premises.	Payment of Utilities
5.3	To keep the interior of Said Premises, including the flooring, interior plaster or other surface materials or renderings on wall and ceilings, piping, and the fixtures including doors, windows, glass, shutters, lock, fastenings, electric wiring, and fittings listed in the Inventory hereto (if any) together with any additions thereto in a good and tenable repair condition (normal wear and tear excepted) and to replace or repair any of the aforesaid items and any part of the Said Premises and the Landlord's fixtures and fittings should they be damaged.	To keep in good condition and good tenable repair
5.4	To permit the Landlord and his duly authorized representatives upon giving twenty four (24) hours previous notice at all reasonable times to enter upon and examine the condition of the Said Premises and to take inventories of the Landlord's fixtures therein and to do structural or external repairs, whereupon the Landlord shall be entitled to serve the Tenant a notice in writing specifying therein any repairs necessary to be carried out and requiring the Tenant to forthwith to execute the same and if the Tenant shall not within fourteen (14) days after service of such notice proceed diligently with the execution of such repairs or works then the Landlord with or without workmen and others shall be entitled to enter upon the Said Premises and execute the repairs and the Tenant agrees that the costs thereof shall be a debt from the Tenant to the Landlord and be forthwith recoverable by action.	To permit entry for inspection and repair purposes
5.5	Not to make or permit to be made any alterations in or additions to the Said Premises or the Landlord's fixtures, fittings decorations therein without having first obtained the written license and consent of the Landlord thereof and in the event of such license and consent being given to carry out at the Tenant's own expense such alterations with such materials and such manner and at such times as shall be designated by the Landlord and upon the determination of the term hereby created, if required by the Landlord, to restore the Said Premises to its original state and condition at the expense of the Tenant.	Not to make alterations and to maintain premises in present state
5.6	Not to do or permit to be done on the Said Premises anything which may or will infringe any of the laws, by-laws or regulation made by the Government or any competent authority affecting the Said Premises or whereby the policy or policies of insurance against loss or damage by fire may become void or voidable or whereby the rates of premium payable thereon may be increased to repay the Landlord all sums paid by way of increased premium.	Not to violate any laws pertaining to Said Premises
5.7	Not to assign, sublet, or part with the actual or legal possession or the use of the Said Premises for any term whatsoever without first obtaining the previous consent in writing of the Landlord.	Not to assign and sublet

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| 5.8 | On determination of the term hereby created to undertake to make good, repair and maintain all the air-conditioning units in the premises (if any) and also to clear up any rubbish and peaceably and quietly yield up to the Landlord vacant possession of the Said Premises in good, clean and proper state of tenantable repair condition. The Tenant may remove all fixtures, fittings or other installations belonging to the Tenant but shall make good any damage caused to the Said Premises or any part thereof by the installation or removal of such fixtures, fittings or installations. | To deliver Said Premises and to make good damage |
| 5.9 | To use the Said Premises only for the purpose stipulated in the Section 11 of the Schedule hereto and not to use or permit or suffer the use thereof for any other purpose Save and Except for the specific purpose herein stated and further not to do or permit or suffer anything to be done in or about the Said Premises or any part thereof which may become a nuisance or cause damage or inconvenience to the Landlord or the Tenant or occupiers of neighboring premises. | Use for stated purpose only |
| 5.10 | To yield up the Said Premises with the Landlord's fixtures and fittings at the expiration or sooner determination of the said term in good and substantial repair and condition in accordance with the several covenants hereinbefore contained. | To yield up Said Premises in good condition upon expiry |
| 5.11 | Not to install any electrical sockets, plugs or electrical power points or electrical motor or engine or appliance or air-conditioner without first informing the Landlord in writing and to ensure that the installation is done in a proper manner. In the event that the Tenant commits a breach of this covenant and as a result of which the Landlord suffers any loss or damage, the Tenant shall forthwith indemnify the Landlord against all such loss and damage. | Not to install electric points without Landlord's permission |
| 5.12 | Not to damage or deface or cause or permit any servant or agent of the Tenant to damage or deface any part of the Said Premises or common passageway, stairs, water closets, lavatories, and conveniences while moving any furniture, equipment, fittings, fixtures, or any other thing whatsoever or by anything whatsoever or by any means whatsoever and to forthwith repair and make good or to pay the Landlord the cost of making good such damage or defacement to the satisfaction of the Landlord. | Not to damage or deface any part of the Said Premise |
| 5.13 | Not to allow any vehicles or bicycles or containers belonging to or under the control of the Tenant or its servants or agents or invitees to be parked in or near the Said Premises so as to be a hindrance to other lawful users thereof. | Not to allow vehicles to be parked near Said Premises |
| 5.14 | Not to store or bring upon the Said Premises arms, ammunition or unlawful goods such a gunpowder, saltpeter, kerosene or any explosive or any article or articles of a specially combustible, inflammable, noxious or dangerous nature or any coffin wreath or any funerary goods in any part of the Said Premises. | Not to store unlawful goods |
| 5.15 | During the Two (2) months immediately preceding the termination of the tenancy unless the Tenant shall have given notice of his intention to renew the tenancy as hereinafter provided under clause 7.5 , to permit persons with the written authority from the Landlord at all reasonable times of the day to view the Said Premises for the purpose of letting the same. | Permission to view |

- 5.16 To indemnify and keep safe the Landlord against all claims, demands, proceedings costs, charges and expenses arising out of or in consequence of any damage, injury or loss which may at any time during the said term be caused to be suffered by the servants, agents, licensees, or invitees of the Tenant or any of them on the Said Premises or any part thereof or to any goods or property of such persons in or about the Said Premises occasioned by or arising from fire, water, storm, tempest, earthquake, insects, theft, burglary or explosion, nuclear, riots, or civil commotion, enemy action or by reason of the defective working stoppage, breakage of any appliances, pipes, cables, apparatus, or lift or air conditioning plant or other machinery, if any, in or under passing through or connected with or used for the purposes of the Said Premises or any part thereof failure of supply of electricity or other supplies or any way owing to the Said Premises or owing to the negligence of the Tenant or any neighbors of the Tenant. To indemnify the Landlord against all claims
- 5.17 At all times through the period of this Agreement, the Tenant shall abide by the House Rules of as attached hereto in **Appendix 2 of this Agreement** and hereby agreed to comply strictly to the House Rules and the Tenant shall also indemnify the Landlord for any losses and/or damages or action taken by The Body. House Rules
6. **THE LANDLORD HEREBY COVENANTS WITH THE TENANT** as follows:-
- 6.1 To pay the quit rent, assessment, service charges and other outgoings relating to the Said Premises other than those herein agreed to be paid by the Landlord. To pay quit rent, assessment and service charges
- 6.2 At all times through the period of this Agreement to keep the Said Premises except the furniture, fixtures therein belonging to the Tenant insured against loss or damage by fire or tempest and in case of destruction by fire or tempest to replace or reinstate the same as speedily as possible. To keep insured and reinstate Said Premises
- 6.3 To maintain and keep the main structure of the Said Premises that is the roof, main walls and timbers, drains, water pipes and electrical wiring in good and tenantable repair condition throughout the term hereby created except as regards damage to the premises caused by or resulting from any act of default or negligence of the Tenant or his servants and except as hereinbefore covenanted to be done by the Tenant, then the Tenant shall carry out such repairs at their own cost and expenses. To maintain structure of Said Premises in tenantable repair condition
- 6.4 Upon the Tenant paying the rent hereby reserved and observing and performing the covenants, obligations and stipulations herein on his part contained, to allow the Tenant to peaceably hold and enjoy the Said Premises without interruption from the Landlord or any persons rightfully claiming through under or in trust for him. To allow the Tenant to enjoy Said Premises without Landlord's interruption

7. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN BOTH PARTIES** as follows:-

- 7.1 If at any time the rent or any part thereof (whether formally demanded or not) shall remain unpaid or unsatisfied for seven (7) days after becoming payable or if any of the Tenant's covenant shall not be performed or observed or if the Tenant shall suffer execution on the Said Premises or if the Tenant shall become a bankrupt or being a company or corporation shall go into liquidation otherwise than for the purpose of amalgamation or reconstruction or if the Tenant for the time being shall enter into any composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods then and in any of those events it shall be lawful for the Landlord or any persons authorised by the Landlord in that behalf at any time thereafter to re-enter upon the Said Premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants herein contained. Power of Re-Entry
- 7.2 The Landlord reserves his absolute right to stop all utility services to the Said Premises and to bar the security access cards in the event that the Tenant fails to comply with **Section 6(a) of the Schedule** and clause **7.1** above. Right to halt utility services and to bar access
- 7.3 In case the Said Premises or any part thereof shall at any time during the term hereby created be destroyed or damaged by fire or so as to be unfit for occupation or use for a period greater than one (1) month the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall (after the expiration of the aforesaid one (1) month period) be suspended until the Said Premises shall again be rendered fit for occupation and use and PROVIDED ALWAYS that if the Said Premises or any part thereof shall not be rendered and reinstated and made ready and fit for occupation within a period of two (2) months from the date of happening of any such event the Tenant shall be at liberty to give to the Landlord one (1) calendar month's notice in writing determining the Tenancy hereby created and thereupon this Tenancy shall absolutely determine and the Security Deposit and the Utilities Deposit paid by the Tenant hereunder shall be refunded to the Tenant forthwith but without prejudice to the right of action of the Landlord in respect of any antecedent breach of any covenant or condition herein contained. Destruction or Damage to Said Premises
Suspension of Reserved Rent
Termination in the event of non-reinstatement
- 7.4 In the event of frustration whether due to an Act of God, war or acquisition of the Said Premises by the Government Authority or Authorities or any other Governmental actions beyond the control of the Landlord then Agreement shall automatically become terminated and of no further effect and in such a case neither party hereto shall have any claim against the other but without prejudice to the right of either party in respect of any antecedent breach of any covenant or condition herein contained. In the event of acts beyond Landlord's control
- 7.5 In the event the Tenant shall be desirous of taking a tenancy of the Said Premises for a further term, the Tenant shall give the Landlord two (2) months' written notice of the same. Provided always that the terms and conditions of this Agreement shall have been duly observed and performed by the Tenant, the Landlord shall grant the Tenant a further term of tenancy as is specified in **Section 10 of the Schedule** hereto upon the same terms and conditions (save and except for this clause) and at a rental to be agreed upon. Option to renew

- 7.6 In the event that the Tenant shall **abandon the Said Premises** for any reason whatsoever then and upon the happening of any such events aforesaid it shall be lawful for the Landlord at any time thereafter to re-enter upon the Said Premises or any part thereof in the same name of the whole and whereupon the term hereby granted shall be forfeited by the Landlord but without prejudice to such other right, power and remedies conferred upon the Landlord under any law or rules or equity against the Tenant for any loss or damage incurred or suffered by the Landlord arising out of such breach or default on the part of the Tenant and including any other claim in respect of any antecedent breach. In addition thereto the Tenant shall pay the Landlord a sum equal to the remainder of the Rent for the whole of the unexpired period of the said term as liquidated damages. Re-entry upon abandonment
- 7.7 Notwithstanding anything herein contained, if this Agreement shall come to an end whether by effluxion of time or otherwise and the Tenant fails to remove all his goods (which expression shall include personal property of every description) from the Said Premises it shall be lawful for the Landlord to sell or otherwise dispose of the goods of the Tenant in the Said Premises at such time and such place and in such manner as the Landlord shall in his absolute right, powers, and remedies of the Landlord, the Landlord shall after payment out of the proceeds of such sale of the cost and expenses connected with such sale then apply the net proceeds of such sale towards payment of all arrears of Rent and all other moneys due and owing by the Tenant to the Landlord under this Agreement and the balance (if any) shall be paid out to the Tenant thereof. Right of Landlord to take possession of Tenant's property after failure of removal at end of tenancy
- 7.8 There shall be no termination of the tenancy during the term by either party. In case of breach, a sum equivalent to two months security deposit shall be compensated by whichever party who committed the breach to the aggrieved party. Termination Clause
- 7.9 Any additional deposit required by Tenaga Nasional Berhad or the Syarikat Bekalan Air Selangor Sdn Bhd or Indah Water Konsortium from time to time during the continuance of this Agreement shall forthwith be paid by the Tenant to the Landlord as additional utility deposit specified in **Section 8 of the Schedule**. Additional Deposit paid by the Tenant
- 7.10 In the event the Landlord shall be desirous of selling the Said Premises prior to the expiration of the term hereby created, the Landlord hereby covenants, undertakes and agrees that such sale shall be subject to this tenancy and shall procure the Purchaser to continue with the terms and conditions of this Agreement in lieu of the Landlord. Sales of Said Premises subject to tenancy
- 7.11 All costs and incidentals to the preparation and completion of this Agreement including stamp duty shall be borne by the Tenant and each party shall bear their own solicitor's fees. Cost of preparing agreement
- 7.12 Any notice in writing under the terms and conditions of this Agreement to be sent to either party hereto on the other shall be by prepaid registered post and shall be deemed to be sufficiently served at the time when the ordinary course of post would have been delivered. Service of Notice

8 In this Agreement:-

Interpretation

- 8.1 The terms “Landlord” and “Tenant” shall include their heirs, personal representatives and successors in title.
- 8.2 Words importing the masculine gender only shall include feminine and neuter genders and vice versa.
- 8.3 Words importing the singular number only shall include the plural and vice versa.
- 8.4 Subject to overuse electricity usage, the owner has the rights to collect additional 50% utility deposit from the amount previously agreed upon.

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IN WITNESS WHEREOF the parties hereto have hereunder set their hands the day and year specified in **Section 1 of the Schedule** hereto.

SIGNED BY THE SAID LANDLORD

.....
NAME : WONG KWAI YING
NRIC NO. : 600923-05-5368

In the presence of:

WITNESSED BY

.....
NAME : NG KIAN THONG
NRIC No. : 820616-14-5827

SIGNED BY THE SAID TENANT

.....
NAME : BAM ORIGINS VENTURES
REG No. : 002982075-M

.....
NAME : NG YAW CHUNG
NRIC : 901013-14-5363

In the presence of:

WITNESSED BY

.....
NAME : NG KIAN THONG
NRIC No. : 820616-14-5827

THE SCHEDULE

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

SECTION	ITEM	PARTICULARS
1.	Date of Agreement	Date : 07 TH FEBUARY 2022
2.	Description of Landlord	Name: WONG KWAI YING NRIC No.: 600923-05-5368 Tel : 016-273 2161
3.	Description of Tenant	Name: BAM ORIGINS VENTURES REG No.: 002982075-M Tel :
4.	Description of Said Premises	An office unit known as NO 7-1-1 JALAN MEDAN PUTRA 3 MEDAN PUTRA BUSINESS CENTER BANDAR MENJALARA 52200 KUALA LUMPUR
5.	Term	(1) One Year
5a.	Commencing	Start date: 01 ST MARCH 2022
5b.	Terminating	End date: 28 TH FEBUARY 2023
6.	Monthly Rental	Ringgit Malaysia: One Thousand Three Hundred Only (RM1300)
6a.	Due On	The Tenant shall pay the Rent to the Landlord by payment to CIMB BANK A/C 7070584038 WONG KWAI YING and to furnish copy of the bank in slip to the Landlord monthly. Due and payable before the 07 TH of each month
7.	Security Deposits	Ringgit Malaysia :Two Thousand Six Hundred Only (RM2600)
8.	Utility Deposits	Ringgit Malaysia :One Thousand Three Hundred Only (RM1300)
9.	Access Card	NIL
10.	Option To Renew	An option to renew for another one (1) year at a monthly rental to be mutually agreed upon
11.	Use of the Said Premises	For OFFICE / SHOW ROOM use only
12.	Car Park Bay	NIL



BORANG D (KAEDAH 13)



**PERAKUAN PENDAFTARAN
AKTA PENDAFTARAN PERNIAGAAN 1956**

Dengan ini diperakui bahawa perniagaan yang dijalankan dengan nama

**BAM ORIGINS VENTURES
NO. PENDAFTARAN: 201903163135 (002982075-M)**

telah didaftarkan dari hari ini sehingga **16 JUN 2024** di bawah Akta Pendaftaran
Perniagaan 1956, beralamat di **128 JALAN METRO PERDANA BARAT 17
TAMAN USAHAWAN KEPONG , 52100 KUALA LUMPUR, WILAYAH
PERSEKUTUAN**

Bil. Cawangan: TIADA

Bertarikh di **SISTEM EZBIZ** pada **9 DISEMBER 2021**.

DATUK NOR AZIMAH ABDUL AZIZ
Pendaftar Perniagaan
Semenanjung Malaysia