

# TENANCY AGREEMENT

*DATE THIS \_\_\_\_\_ OF \_\_\_\_\_ 2021*

*BETWEEN*

**BEST PND EXPRESS SDN BHD  
( CO.REG.NO : 1413228-W )**

**“ THE LANDLORD ”**

*AND*

**AATCHI CASH AND CARRY MARKETING  
( CO.REG.NO : KT0519612-T )**

**“ THE TENANT ”**

**FOR PREMISES KNOWN AS**

**NO: 27-1-1, JALAN SETIA PRIMA ( A ) U13/A,  
SETIA ALAM SEKSYEN U13,  
40170 SHAH ALAM, SELANGOR.**

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

**BETWEEN BEST PND EXPRESS SDN BHD (CO.REG.NO : 1413228-W)**

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

**AND AATCHI CASH AND CARRY MARKETING ( CO.REG.NO :  
KT0519612-T )**

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 the 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 Ten per cent (10%) 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, electricity, sewerage, and Indah Water and telephone bills of the said Premises upon receipt of the respective bills, and send Photostat copy of such paid bills to the Landlord thereafter.
- 2.4 The Tenant shall not make any structural alterations or additions to the said Premises without the 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 adjacent or neighbouring 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 of a 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 2.7** 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 2.7** where the Tenant does, or cause or permits to be done, anything in connection with or related to the purposes provided in **Clause 2.10** hereof.
- 2.7 The Tenant shall keep the said Premises and all of the Landlord's installations therein in good and tenable 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 tenable repair and condition, fair wear and tear excepted.
- 2.9 The Tenant shall use the said premises only for the purposes 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 of 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 undertake to indemnify the Landlord on any summonses and fines from the relevant authorities arising from the nature of the Tenant's business.

- 2.11 Tenant to display whatever banners or signage on his floor he is renting only, but with the approval of local authority.
- 2.12 The Tenant shall permit the Landlord, his authorised 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 reasonably 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 authorised by the Landlord or its authorised agents to view the said Premises at reasonable times and with advance notice.
- 2.14 Upon the termination of this Tenancy, the Tenant shall deliver up to the Landlord 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 from there 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 insured the Tenant's own goods and chattels on 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, or part with the legal or actual possession of the Demised premises or 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 COVENANTS BY THE LANDLORD WITH THE TENANT**

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

- 3.1 The Landlord 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 from loss and damage by fire with any insurance office or underwriter of repute, and shall pay all premiums necessary 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 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 wall's and the main drains 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 premises, 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 (although no formal or legal demand shall have been made therefore),

( 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 thirty ( 30 ) 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 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 forfeited by the Landlord 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 expire and **Clause 2.1** shall be applicable.
- 5.2 In the event the Tenant wishes to terminate this Tenancy Agreement before the expiry of the Primary Term specific under **SECTION 8** Agreement, the Security Deposit will be forfeited.
- 5.3 The Landlord shall not be allowed to terminate the Tenancy during the fixed Two (2) years tenancy term as stated in **SECTION 6** of the Schedule hereto, **PROVIDED THAT** the tenant observes the covenants stated above in this Tenancy Agreement at all time during the tenancy term.

## **6. RENEWAL**

- 6.1 The Landlord may, upon the written request of the Tenant made at least two (2) months before the expiration of the term of this Tenancy, reserved the right whether to grant or not to grant to the Tenant a renewal of the Tenancy of the said Premises for such further term as provided in **SECTION 13** of the Schedule hereto commencing from the expiration of the term hereby created at the revised rental as calculated in the manner stated in **SECTION 14** of the Schedule hereto but otherwise containing the like covenants and provisions as are herein contained with the exception of the present covenant for renewal. Before the commencement of such further term the Tenant shall pay the Landlord, as the deposit or security pursuant to **clause 2.1** above, an amount equivalent to the sum stated in **SECTION 11** of the Schedule hereto as revised in the manner stated **SECTION 14** of the Schedule hereto, or the Tenant shall top-up the existing amount of the said Deposit held by the Landlord to the requisite amount.
- 6.2 In the event that the Tenant fails to exercise his option to renew the Tenancy within the time period prescribed in **Clause 6.1** above, upon the expiry of the term of the Tenancy hereby created the Landlord shall be at liberty to let the said Premises to any Other person(s) or entity as the Landlord shall deem fit without further reference to the Tenant and the Tenant shall vacate the said Premises and deliver up vacant possession of the same at expiry of the current term hereby created.
- 6.3 However, in the case where the further tenancy of the said Premise is not created by a document executed by the Landlord and the Tenant but if the Tenant shall at the expiry of the said term remain in possession and occupation of the said Premises with the consent in writing of the Landlord, the Tenant shall be deemed to be a monthly tenant thereof and it is hereby agreed that the Tenant shall pay the rental stipulated in **SECTION 14** of the Schedule hereto. Such monthly tenancy shall be determinable by one (1) month's notice in writing. With the exception of the tenancy period and the said notice period for determination, all aspects of the terms, conditions and covenants herein contained shall remain in full effect.

**7 MISCELLANEOUS**

- 7.1 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.
- 7.2 In the event that the said Premises or any part thereof shall any time during the term of this Tenancy be destroyed or damaged 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 caused 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. The Landlord shall cause all insurance monies received in respect of such destruction or damage to be forthwith paid out in rebuilding or reinstating the said Premises.
- 7.3 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 stated, 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 Premises. Any notice sent by registered post shall be deemed to have been delivered in the ordinary course of post.
- 7.4 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".
- 7.5 This Agreement shall be binding upon the respective successors -in-title and permitted assigns of an persons deriving title under the Landlord and the Tenant.
- 7.6 This Agreement shall be governed by and construed in accordance with the laws of Malaysia, and the Parties hereby submit to the non exclusive jurisdiction of the Malaysian Courts.
- 7.7 The Schedule hereto shall form part of this Agreement.

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

**SIGNED BY :** \_\_\_\_\_ **{ LANDLORD }**

**NAME : BEST PND EXPRESS SDN BHD**  
**CO.REG.NO : 1413228-W**  
**ADD : NO. 16-G, JALAN MAKYONG 5F/KU5,**  
**BANDAR BUKIT RAJA,**  
**41050 KLANG, SALENGOR.**

in the presence of :-  
**NAME : TAN SENG WEI ( JASON )**  
**NRIC : 910811-10-5635**

**SIGNED BY :** \_\_\_\_\_ **{ TENANT }**

**NAME: AATCHI CASH AND CARRY MARKETING**  
**CO.REG.NO : KT0519612-T**  
**ADD : NO. 15, JALAN MERU SETIA 1,**  
**TAMAN MERU EMPAT,**  
**42200 KAPAR, SELANGOT.**

in the presence of :-  
**NAME :**  
**NRIC :**

## THE SCHEDULE

SECTION 01	<b>DATE OF THIS AGREEMENT</b>	
SECTION 02	<b>The Landlord Name</b>	BEST PND EXPRESS SDN BHD CO.REG.NO : 1413228-W NO. 16-G, JALAN MAKYONG 5F/KU5, BANDAR BUKIT RAJA, 41050 KLANG, SALENGOR.
SECTION 03	<b>The Tenant Name</b>	AATCHI CASH AND CARRY MARKETING CO.REG.NO : KT0519612-T NO. 15, JALAN MERU SETIA 1, TAMAN MERU EMPAT, 42200 KAPAR, SELANGOT.
SECTION 04	<b>The Said Premises Address</b>	<b>NO: 27-1-1, JALAN SETIA PRIMA ( A ) U13/A, SETIA ALAM SEKSYEN U13, 40170 SHAH ALAM, SELANGOR.</b>
SECTION 05	<b>Capacity Of The Landlord</b>	OWNER
SECTION 06	<b>Term Of The Tenancy</b>	TWO (2) YEARS
SECTION 07	<b>Date Of Commencement</b>	01 <sup>st</sup> MAY 2022
SECTION 08	<b>Date Of Termination</b>	30 <sup>th</sup> APRIL 2024
SECTION 09	<b>Monthly Rental</b> { Ringgit Malaysia }	RM 4,500.00
SECTION 10	<b>Mode Of Payment</b>	By 07 <sup>th</sup> Of Each Calendar Month. RENTAL TO BE BANK IN INTO ACCOUNT NO :

## THE SCHEDULE

SECTION 11	<p><b>The said Deposit</b> Comprising of a Security Deposit of and Utility Deposit of</p> <p style="text-align: right;"><b>TOTAL :</b></p>	<p>RM 9,000.00 RM 4,500.00 ----- RM 13,500.00 -----</p>
SECTION 12	<b>Purpose Of Use Of The Said Premises</b>	“AS A GROCERY MART USE ONLY ”
SECTION 13	<b>Further Term Upon Renewal</b>	TWO (2) YEARS
SECTION 14	<b>Manner Of Revision</b>	BASED ON MAXIMUM 10% OR PREVAILING MARKET RENTAL THEN
SECTION 15	<b>Other Term &amp; Condition</b>	<ol style="list-style-type: none"> <li>1. FREE RENOVATION PERIOD FROM 01<sup>st</sup> OF APRIL 2022 UNTIL 30<sup>th</sup> OF APRIL 2022 ONLY.</li> <li>2. THE TENANT RENT WITH HALF SHOP ONLY ( LEFT SIDE )</li> <li>3. TNB, SYABAS AND INDAH WATER BILL HAVE TO SHARE WITH ( RIGHT SIDE ) TENANT.</li> <li>4. 1<sup>st</sup> year rental RM4,300.00 &amp; 2<sup>nd</sup> years rental RM4,500.00</li> </ol>