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**SAMPLE TENANCY AGREEMENT**  
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**THIS AGREEMENT** is made the \_\_\_\_\_

**BETWEEN**

**ASIAN HERITAGE ROW SDN BHD** (Company No: 599909-K) of Suite 11-09 Heritage House, 33 Jalan Yap Ah Shak, Kuala Lumpur 50300 (“the **Landlord**”) of the first part

**AND**

\_\_\_\_\_ (Company No: XXXXXX) of No. XX, Jalan Doraisamy, Kuala Lumpur 50300 (“the **Tenant**”) of the other part.

**WHEREBY IT IS AGREED AS FOLLOWS:**

**1. AGREEMENT TO LET**

The Landlord agrees to let the Demised Premises to the Tenant (“the **Tenancy**”) for a term of three (3) years at a monthly rental of Ringgit Malaysia Fifteen Thousand (RM15,000.00) only, payable in advance clear of all deductions, on the first day of each calendar month subject to the agreements and powers implied in the National Land Code and subject to the stipulations, modifications, terms and conditions hereinafter contained;

**2. THE TENANT HEREBY COVENANTS WITH THE LANDLORD** as follows:

- (a) To pay the reserved rent on the days and in the manner aforesaid.
- (b) To pay before the execution of this Agreement a deposit of Ringgit Malaysia Forty Five Thousand (RM 45,000.00) only (“the **Security Deposit**”) to be refunded to the Tenant upon the expiry of this Tenancy subject to the right of the Landlord to set off the same or deduct therefrom all sums of money to the Landlord due hereunder or requisite to remedy any breach or default on the part of the Tenant and a further deposit of the sum of Ringgit Malaysia Fifteen Thousand (RM15,000.00) only (“the **Utilities Deposit**”) to cover any liability for all outgoings unpaid at the time of termination of this Tenancy for any reason. The Security Deposit shall not without the previous consent of the Landlord in writing be deemed to be or treated as payment of the monthly rental for the Demised Premises.
- (c) To pay and discharge all existing and future charges for the supply of water, electricity, telephone and other utility services and for conservancy payable in respect of the Demised Premises during the term of this Tenancy hereby created and for this purpose, the Landlord may utilize the Utilities Deposit to set off the same or deduct there from all sums of money due to the Landlord hereunder or requisite to remedy any breach or default on the part of the Tenant with any balance outstanding to be refunded to the Tenant as soon as practicable upon

the expiry of this Tenancy. The Utilities Deposit shall not without the previous consent of the Landlord be deemed to be or treated as payment of the monthly rental for the Demised Premises.

- (d) Not to make or permit to be made any alterations, renovations or additions in the construction or arrangement of the Demised Premises nor to alter the facade of the Demised Premises, nor to erect build or suffer to be erected or built any additional structure or building whatever without the previous consent in writing of the Landlord and in furtherance, to submit all design, layout and renovation plans to the Landlord for approval before commencing any works whatsoever.
- (e) To keep and maintain the Demised Premises and all parts thereof (whether altered, renovated or otherwise pursuant to Clause 2(d) above or kept in its original state) including all doors, windows, glass, shutters, locks and fastenings and other fixtures and additions thereto in a tenable state of repair and conditions throughout the term of this Tenancy and whenever the Dewan Bandaraya Kuala Lumpur requires it be done, to paint such part of the Demised Premises as shall be required by it to the extent and in the manner stipulated by it failing which the Landlord may but shall not be obliged to do so carry out the requirement of the Dewan Bandaraya Kuala Lumpur and the cost thereof shall be a debt due by the Tenant to the Landlord and the provisions of Clause 2(b) hereof shall apply.
- (f) In the event of the quit rent, rates and assessments and other outgoings in respect of the Demised Premises being increased in excess of that payable in the year 2006, the Tenant shall be liable for such increase and shall pay the same to the Landlord on demand.
- (g) To permit the Landlord or its agents with or without workmen and others to enter upon the Demised Premises or any part thereof at all reasonable hours for the purposes of viewing the condition thereof provided always that the Landlord shall except in the case of extreme urgency for the purpose of protecting the safety of the Demised Premises give prior 48 hours written notice of the intention of the Landlord to enter upon the Demised Premises for the aforesaid purpose and thereupon the Landlord may serve upon the Tenant notice in writing specifying any repairs necessary to be done and for which the Tenant is liable under the stipulations on the Tenant's part hereinafter contained, and the Tenant shall within two (2) weeks after service of such notice proceed diligently with the execution of such repairs.
- (h) To obtain at its own cost and expense all licences, consents, approvals, permissions, permits and other certificates and authorities (public or private) necessary for the carrying on of its business at the Demised Premises and to maintain and keep the same current, valid and subsisting.

- (i) Not to do or permit to be done upon the Demised Premises anything which may be or become a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupants of adjoining buildings and not to use the same for any illegal or immoral purpose provided that if the Tenant carries on business within the terms of its license from the relevant authorities and the noise level is within the level normally associated with such business it shall not per se constitute a breach of this clause but, without limitation to the rest of this Agreement, the provisions of Clause 2(m) below shall apply.
- (j) The Tenant shall take effective steps and precautionary measures to prevent any fighting, disorderly behaviour, misconduct or any activity of any indecent or immoral nature or any activity which causes disrepute or which in the opinion of the Landlord is undesirable or unsuitable. In the event there is any fighting, disorderly behaviour, misconduct or any activity of any indecent or immoral nature or any activity which causes disrepute or which in the opinion of the Landlord is undesirable or unsuitable whether by the Tenant or its servant or agents, customers, invitees or licensees in the Demised Premises, the provisions of Clause 2(m) below shall apply (without limitation to the rest of this Agreement).
- (k) The Tenant is strictly not to assign, sub-lease, sub-let and/or license the use of the Demised Premises to any other party(ies).
- (l) Not to do or permit to be done anything whereby any insurance on the Demised Premises against damage by fire may become void or voidable whereby the rates of premium may be increased and to repay to the Landlord all sums paid by way of increased premium and all expenses incurred by the Landlord in or about any renewal of such policy or policies of insurance rendered necessary by a breach of this covenant.
- (m) At all times to be responsible for and indemnify and keep the Landlord fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, charges, claims, liabilities and/or prosecution whatsoever and howsoever made against or suffered or incurred or instituted against or by the Landlord arising directly or indirectly out of any breach or non-observance by the Tenant of any of the covenants or other provisions of this Tenancy or any matters to which this demise is subject for which the Tenant is liable, by any person or authority arising therefrom.
- (n) To insure and keep insured the Demised Premises against public liability (with the Landlord named as the beneficiary), loss or damage by fire (including caused by electricity or lightning), flood, storm or tempest and to pay all premium for the purpose.
- (o) Upon the termination of this Tenancy, to peaceably and quietly deliver up to the Landlord vacant possession of the Demised Premises in its original condition (or, subject to Clause 2(p) below, in the same tenantable/habitable condition subsisting after alteration, renovation or other works carried out pursuant to Clause 2(d) above) save and except if otherwise agreed by the Landlord.

- (p) Upon termination of this Tenancy, (unless stated otherwise in writing by the Landlord) the Tenant shall at its own cost restore the front facade, staircases and the dividing wall on both floors of the Demised Premises to their original architectural designs and states as soon as possible after the expiry of this Agreement.

**3. THE LANDLORD HEREBY COVENANTS WITH THE TENANT as follows:**

- (a) Subject to Clause 2(f) above, to pay all quit rent, rates and assessments and other outgoings in respect of the Demised Premises payable by the Landlord.
- (b) To permit the Tenant, punctually paying the monthly rent hereby reserved and observing the several stipulations and covenants on its part herein contained, and the Tenant's servants and visitors to enjoy the Demised Premises without any disturbance by the Landlord or those lawfully claiming under the Landlord.
- (c) To refund the Security and the Utilities Deposits to the Tenant, less any sum or sums due and owing by the Tenant arising out of the obligations herein contained, as soon as practicable upon the expiry of this Tenancy.

**4. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED BETWEEN THE PARTIES HERETO as follows:**

- (a) If the rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for Seven (7) days after becoming payable (whether the same shall have been formally demanded or not) or any covenant or stipulation on the Tenant's part herein contained shall not be performed or observed or if the Tenant shall become a bankrupt or enter into any composition with the creditors of the Tenant or suffer any distress or execution to be levied upon the Tenant's goods, then in every such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon this Tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the covenants and stipulations on the part of the Tenant herein contained.
- (b) In the event of re-entry by the Landlord or other legal action taken by the Landlord to enforce the terms herein contained or towards recovery of the arrears of rent and for the rent of the remaining period of the term of this Tenancy herein or any other payments payable, the Tenant shall pay all legal costs incurred by the Landlord by reason thereof on a solicitor and client basis.
- (c) Without prejudice to the rights, powers and remedies of the Landlord as otherwise provided in this Agreement, the Tenant shall pay to the Landlord late payment charges by way of interest on all moneys due but unpaid for seven (7) days by the Tenant to the Landlord under this Agreement such interest to be computed from the due date for the payment of such moneys until the date of actual payment in full and to be recoverable in like manner as rent in arrears

calculated at the rate of twelve per cent (12%) per annum or such other comparable rate as the Landlord may designate in its absolute discretion at the time of such default of payment on daily rest.

- (d) In the event that the Demised Premises or any part thereof shall at any time during the term of this Tenancy be destroyed or damaged by fire, riot or civil commotion and/or act of God or otherwise so as to be unfit for occupation or use, the rent hereby reserved or a fair proportion thereof shall be suspended from the time it is unfit for occupation until the Demised Premises shall again be rendered fit for occupation and use. Provided Always that if the Demised Premises is for any reason not rendered fit for occupation within three (3) months of the occurrence of such event, then either party may by notice in writing terminate this Tenancy forthwith.
- (e) The Tenant herein confirms that they have inspected the Demised Premises and shall lease the Demised Premises from the Landlord on an "as is where is" basis and the Tenant shall be solely and wholly responsible for the structural and material integrity and safety of the Demised Premises and any and all installation, alteration, renovation, maintenance or other works carried out whether pursuant to Clause 2(d) above or otherwise and shall keep all of the same in good and substantial repair and condition and, without limitation to the rest of this Agreement, the provisions of Clause 2(n) below shall apply.
- (f) Nothing herein contained shall imply that the Demised Premises are suitable for the carrying on of the Tenant's business or that the Landlord is obliged to apply for approval from the relevant authorities for the carrying on of the Tenant's business in the Demised Premises. Nothing contained in this Tenancy shall imply or to be treated as a warranty to the effect that the use of the Demised Premises for the purposes abovementioned is in compliance with all law and regulation now or from time to time in force.
- (g) The Tenant in its letterhead, business cards, correspondences, packaging and promotional materials shall insert the name "Asian Heritage Row" immediately below its company and/or outlet/business name.
- (h) The Tenant shall use its best efforts to support, participate and take active part in all marketing, advertising and promotion efforts in respect of the Asian Heritage Row and agrees that such may involve additional fees and charges which shall be the subject of prior mutual agreement.
- (i) In furtherance of the objectives of Clause 4(h) above and for no other reason, the Landlord is desirous of obtaining sponsorship support for various promotional and publicity events by way of bulk purchasing of cigarettes and draft beer for the Asian Heritage Row and the Tenant hereby agrees to exclusively purchase all its supplies of cigarettes and draft beers from those suppliers that may be nominated by the Landlord from time to time.

- (j) Save and except for the provisions of Clause 4(a) above, the Landlord may by way of written notice forthwith terminate this Agreement in the event the Tenant is in material breach of its obligations hereunder and such breach, if capable of remedy, has not been remedied at the expiry of thirty (30) days following written notice to that effect having been served on the Tenant indicating the steps required to be taken to remedy such breach.
- (k) Any notice required to be served hereunder or in anywise in connection with this Tenancy shall be sufficiently served on the Tenant if left addressed to the Tenant upon the Demised Premises or if dispatched by prepaid registered post to the Tenant's last known address and shall be sufficiently served on the Landlord if delivered to the Landlord or dispatched to the Landlord by registered post. Any notice sent by registered post shall be deemed to have been served at the time when in due course of post it would be delivered at the address to which it is sent.
- (l) For the purpose of this Agreement, any act, default or omission of the agents or servants of either party shall be deemed to be of the act, default or omission of such party.
- (m) Time wherever mentioned shall be of the essence of this Agreement.
- (n) The Tenant shall pay its own solicitor's fees and costs together with the stamp fees of the Tenancy Agreement and also reimburse the Landlord for the Landlord's legal fees and costs in connection to the preparation of this Agreement.
- (o) No failure or delay by the Landlord in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right power or remedy. Without limiting the foregoing no waiver by the Landlord of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- (p) This Agreement embodies the entire understanding of the parties and there are no other arrangements between the parties relating to the subject matter of this Agreement. No amendment or modification of this Agreement shall be valid or binding on any party unless the same is made in writing, refers expressly to this Agreement and are mutually agreed by both parties.

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

SIGNED by )  
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for and on behalf of the Landlord )  
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In the presence of: )

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SIGNED by )  
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for and on behalf of the Tenant )  
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In the presence of: )

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