
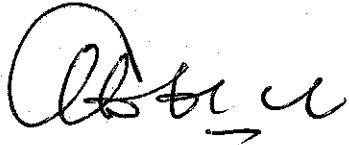
	SARAWAK ECONOMIC DEVELOPMENT CORPORATION	
	<b>QUALITY PROCEDURE</b>	
	<b>SALES &amp; RENTAL OF PREMISES</b>	

DOCUMENT NO: QP-SEDC-12
-------------------------

**CONTROLLED COPY**

	PREPARED BY:	APPROVED BY:
SIGNATURE		
NAME	Nelson Raon Kebing	Haji Abdul Hadi Datuk Haji Abdul Kadir
DESIGNATION	Acting Director, Property Division	General Manager, SEDC
DATE	4 August 2021	4 August 2021

ISSUED TO	IQD		
REVISION NO.	3	DATE	4 August 2021



QUALITY PROCEDURE			
TITLE	SALES AND RENTAL OF PREMISES		
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**1. OBJECTIVE**

This procedure is to provide guidelines for selling and/or renting of SEDC properties.

**2. SCOPE**

This procedure is applicable when selling and/or renting SEDC properties.

**3. DEFINITION**

- a) SEDC Properties - SEDC properties meant for sales / rent, which includes industrial premises, shophouses and residential properties.
- b) Letter of Offer - A letter that contains selling / rental rate and terms & conditions.
- c) Sales and Purchase Agreement - Legal document signed by both SEDC and buyer that contains all the sales and purchase terms and conditions.
- d) Tenancy Agreement - Legal document signed by both SEDC and tenant that contains all the tenancy terms and conditions.
- e) Authorised Officer for signing Sales and Purchase Agreement
  - i) Director, Property Division
    - Up to RM250,000.00
  - ii) Deputy General Manager / Financial Controller / Director, Legal Affairs Division
    - Up to RM500,000.00
  - iii) Chairman / General Manager
    - Exceeding RM500,000.00
- f) Lawyer - Lawyers appointed by SEDC to prepare legal documents related to sales and purchase of SEDC Properties.
- g) Agent - Real Estate Agent who assists SEDC to sell / rent SEDC Properties.
- h) Down Payment - Down payment received from buyer upon execution of the S&P Agreement.
- i) Deposit - Deposit received from tenant upon execution of the Tenancy Agreement.
- j) Management Executive Committee (MEC) - Committee established under Regulation 10 of SEDC Financial & Accounting Procedure Regulations 1980 (Revised 2009). This committee is chaired by General Manager and members are all the Divisional Directors.
- k) Group Management Committee (GMC) - Committee established under Regulation 10B of SEDC Financial & Accounting Procedure Regulations 1980 (Revised 2009). This committee is chaired by the GM and its other members are DGM and DIR(CFD).



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QUALITY PROCEDURE			
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#### 4. ABBREVIATIONS

DIR(PHY)	-	Director, Property Division
AA(PHY)	-	Administrative Assistant (PHY)
CFD	-	Corporate Finance Division
LAD	-	Legal Affairs Division
MOT	-	Memorandum of Transfer
S&P	-	Sales & Purchase Agreement
DIR(ECD)	-	Director, Entrepreneur & Community Development Division
DIR(ID)	-	Director, Initiating Division
AAO(ECD)	-	Assistant Administrative Officer, Entrepreneur & Community Development Division
AAO(ID)	-	Assistant Administrative Officer, Initiating Division
AO(ECD)	-	Administrative Officer, Entrepreneur & Community Development Division
AO(ID)	-	Administrative Officer, Initiating Division
BP	-	Business Premises

#### 5. QUALITY RECORD

ATTACHMENT	TYPE	RETENTION	LOCATION
<b>A. Sales of Property</b>			
1	<u>Sales Form for SEDC Properties</u>	7 Years	PTY
2	<u>Application for Discount for Bumiputera Buyers</u>	7 Years	PTY
3	<u>Handing Over Keys Form</u>	7 Years	PTY
-	Customer Reservation Form	7 Years	PTY
-	Sales & Purchase Agreement (S&P)	Until Full Payment	PTY / LAD / CFD
-	Taking Over Note	7 Years	PTY
-	Official Receipt	7 Years	CFD
-	MOT	7 Years	PTY / LAD
<b>B. Rental of Property</b>			
1	<u>Application Form for Rental of Premises</u>	Permanent	ID
2	<u>Borang Permohonan Program Pembangunan Usahawan (Ruang Niaga / Pejabat / Kilang IKS)</u>	7 Years	ECD
3	<u>Letter of Offer &amp; Acceptance</u>	Permanent	ID
4	<u>Tenancy Agreement</u>	Permanent	LAD
-	ECD Policy & Guidelines for Business Premises	Permanent	ECD
-	Rental Policy & Guidelines for Properties Under Property Division 2009	Permanent	PTY
-	Borang Temuduga Untuk Premis Perniagaan	Permanent	ECD

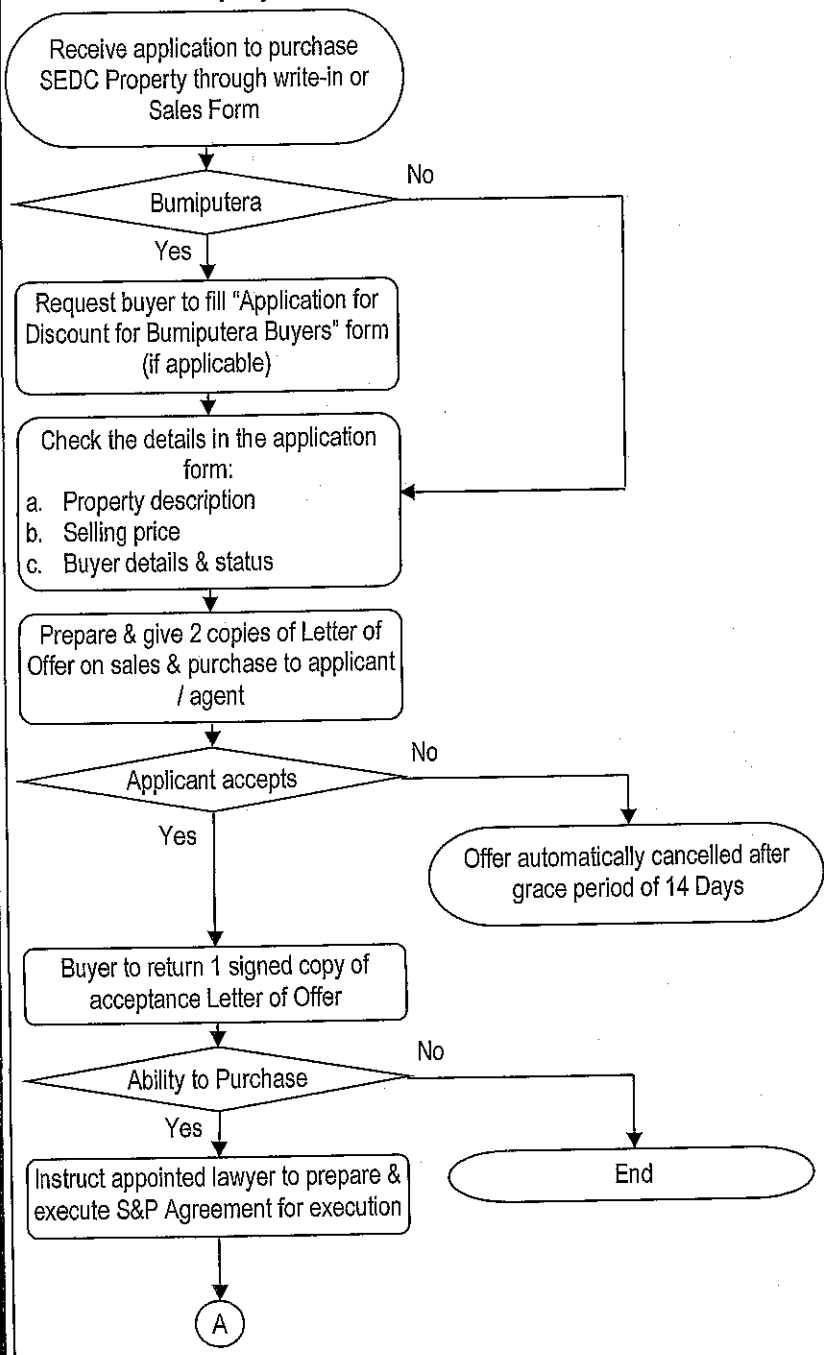


QUALITY PROCEDURE			
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- Letter / sales form direct from applicant or through agent

INPUT

**A. Sales of Property**



Responsibility	Quality Record
DIR(PTY) / MO	<u>Attachment 1:</u> Sales Form for SEDC Properties
AO/AA	Customer Reservation Form (Palm Villa)
AO/AA	<u>Attachment 2:</u> Application for Discount for Bumiputera Buyers
AO/AA	
AO/AA	
Applicant	
AO/AA	
DIR(PTY) / AO/AA	
AO/AA	
DIR(PTY)	Sales & Purchase Agreement

PROCESS

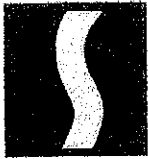
OUTPUT

**PROCESS OUTPUT:**

- Property handover by SEDC to Buyer

**REFERENCE DOCUMENTATION:**

- None



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# QUALITY PROCEDURE

TITLE SALES AND RENTAL OF PREMISES

DOCUMENT NO. QP-SEDC-12

REVISION

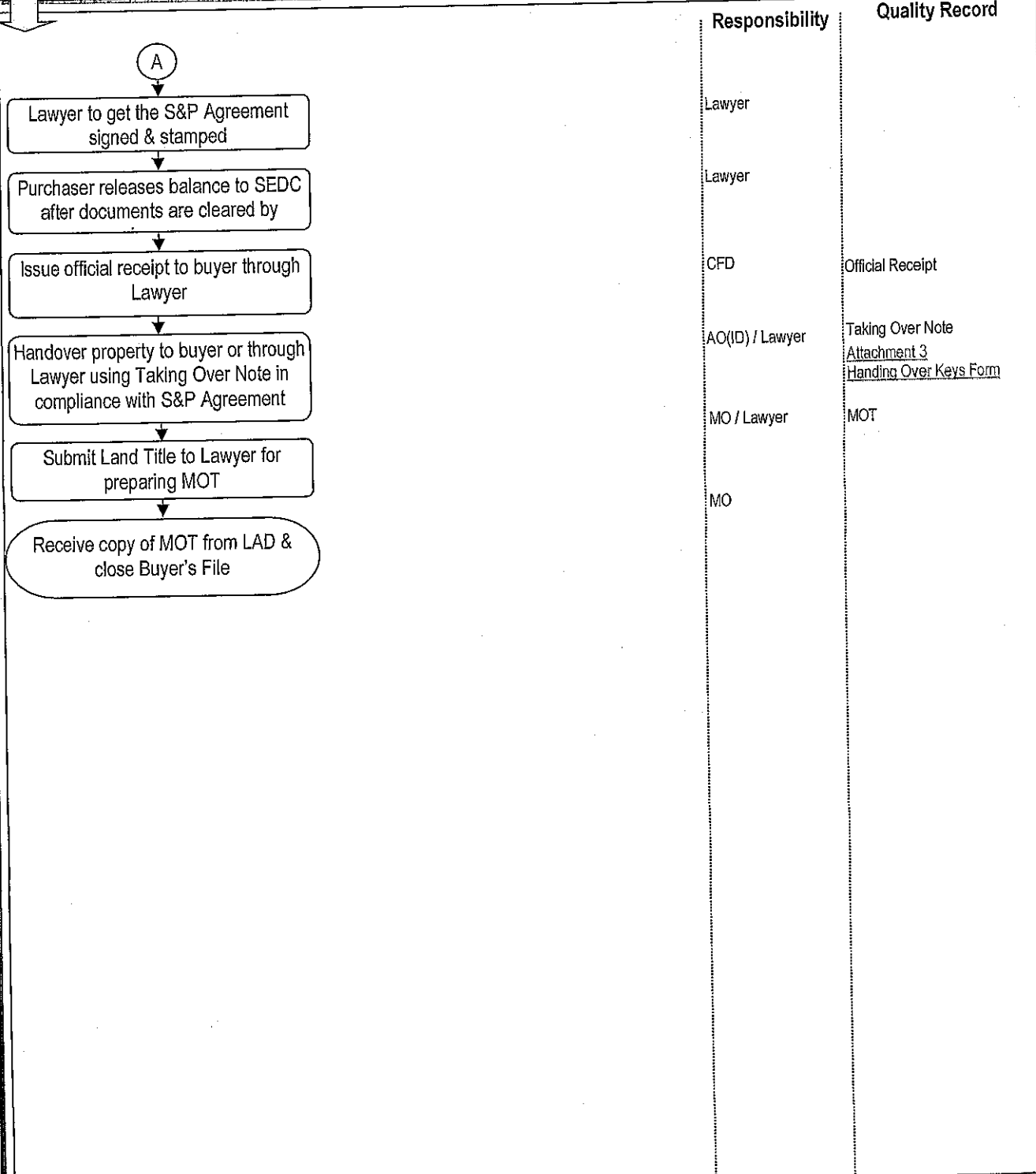
3

PAGE

5 of 7

- Letter / sales form direct from buyer or through agent

INPUT



OUTPUT

**PROCESS OUTPUT:**

- Property handover by SEDC to Buyer

**REFERENCE DOCUMENTATION:**

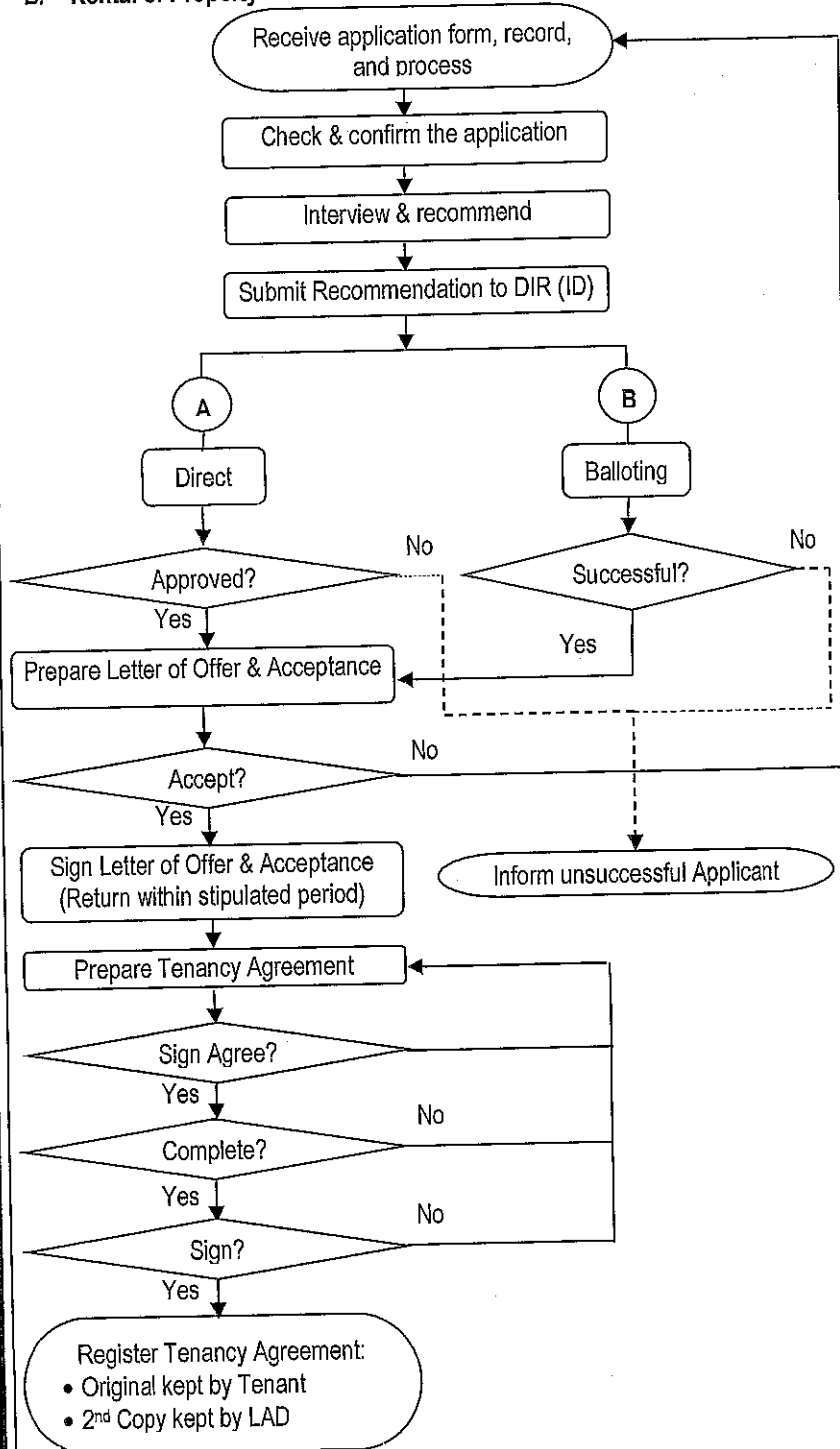
- None



QUALITY PROCEDURE			
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- Application Form

### B. Rental of Property



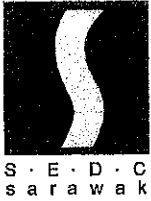
Responsibility	Quality Record
AO/AAO(ID)	<b>Attachment 1:</b> Application Form for Rental of Premises
AO/AAO(ID)	<b>Attachment 2:</b> Borang Permohonan Program Pembangunan Usahawan (Ruang Niaga / Pejabat / Kilang IKS)
AO/AAO(ID)	Borang Temuduga Untuk Premis Perniagaan
AO/AAO(ID)	
DIR(ID)	<b>Selection Method Option for same unit</b> A – Sole applicant having unique product/ services <b>OR</b> B – More than one applicants having similar product/services
AO/AAO(ID)	<b>Attachment 3:</b> Letter of Offer & Acceptance
Applicant	
Applicant	<b>Attachment 4:</b> Tenancy Agreement
AO/AAO(ID)	
Tenant	
AO/AAO(ID)	
DIR(ID)	
AO/AAO(ID)	

**PROCESS OUTPUT:**

- Business Premises rented

**REFERENCE DOCUMENTATION:**

- None



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QUALITY PROCEDURE			
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## REVISION HISTORY SHEET

Rev. No.	Document History
0	<p>Newly established.</p> <p>Page 5</p> <ul style="list-style-type: none"> <li>• Insert the word "in compliance with S&amp;P Agreement" in the 4<sup>th</sup> process flow.</li> <li>• Add Attachment 3 in the Quality Record column.</li> </ul> <p>Page 3 - 6</p> <ul style="list-style-type: none"> <li>• Add "Borang Permohonan Pembangunan Usahawan (Ruang Niaga / Pejabat / Kilang / IKS)" as attachment 2B in the Quality Procedure &amp; Quality Record.</li> <li>• Attachment 2B "Letter of Offer &amp; Acceptance" become Attachment 3B.</li> <li>• Attachment 3B "Tenancy Agreement" become Attachment 4B</li> </ul> <ul style="list-style-type: none"> <li>• Additional of Attachment 2B</li> </ul>
1.	<ul style="list-style-type: none"> <li>• Cover Page - Change of General Manager's name and Acting Director's name</li> <li>• Definitions &amp; Abbreviations – Amend Legal Affairs Division to Legal Affairs &amp; Secretarial Services Division</li> </ul>
2.	<ul style="list-style-type: none"> <li>• Page 2: Item 3 (Definition) - Change of Division name from "Legal Affairs &amp; Secretarial Services Division" to "Legal Affairs Division"</li> <li>• 2. Page 3: Item 4 (Abbreviation) - Change of Division name from "Legal Affairs &amp; Secretarial Services Division" to "Legal Affairs Division"</li> </ul>
3.	<ul style="list-style-type: none"> <li>• Page 2 – Change Management Executive Meeting (MEM) to Management Executive Committee (MEC)</li> <li>• Page 2 – Delete Group Management Committee (GMC)</li> </ul>



**SALE FORM FOR SEDC PROPERTIES**

**A. DESCRIPTION OF PROPERTY**

.....  
 Selling Price: .....

**B. PARTICULARS OF APPLICANT**

- 1. Full name : .....
  - 2. NRIC No. : .....
  - 3. Company name. : .....
  - Registration no. : .....
  - 4. Designation : .....
  - 5. Address : .....
  - 6. Type of Business : .....
  - 7. Contact No. : .....
  - 8. Proposed source of fund : .....
- Bank Loan     
  Government Loan     
  Own Financing

**Supporting Documents:**


- Copy of Company Licence
- Application for Discount for Bumiputera
- Copy of Applicant's Identity Card
- Form 49
- Bank Statement

Signature : ..... Date: .....

**C. CONFIRMATION OF AGENT ( If any)**

I, ....., the applicant hereby confirmed that an agent,  
 Encik/Puan ..... has introduced me to the property. We visited  
 the property at .....  
 on ..... (date) at ..... (time).

Signature of applicant: ..... Signature of agent : .....

Name:..... Name of agent : .....

NRIC no.(copy attached) : .....

Contact no. : .....

**D. FOR OFFICIAL USE ONLY**

Commission Fees (if any):.....

Checked by: ..... Verified by: .....

Date: .....





# DISCOUNT APPLICATION FOR BUMIPUTERA PURCHASER

Name : .....

NRIC : .....

Address : .....

.....

.....

.....

Contact No. : .....

**\* Supporting Documents :**

Copy of Identity Card

Copy of Birth Certificate

Documents to certify Bumiputera Status

*\* If any of the above information/ documents are found to be false, SEDC has the right to reject this application.*

Signature : .....

Date : .....

**For Official Use Only:**

Checked by: .....  
( )

Date: .....

Approved by: .....  
( )

Date: .....



HANDING OVER KEYS FORM

PROJECT NAME: .....

I, ..... (NRIC.....) on behalf of Sarawak Economic Development Corporation hand over the key(s) as stated below to .....(receiver) (NRIC .....)  
 the purchaser / authorised person on ..... (dd/mm/yy).

Description of Property	Title/ Lot No.	Description of Keys	Qty.
		<b>Total No. of Keys :</b>	

Handed By :

Received By :

.....  
 (Signature & Chop)

.....  
 (Signature & Chop)

Date: .....

Date:.....



## APPLICATION FORM FOR RENTAL OF SEDC PROPERTIES

**A. PARTICULARS OF APPLICANT**

1. Name of Applicant : .....
2. NRIC No. : .....
3. Company Name : .....
4. Registration No. : .....
5. Designation : .....
6. Address : .....
7. Type of Business : .....
8. Contact No. : .....

Signature : ..... Date: .....

**B. PARTICULARS OF TENANCY**

1. Name of Property : .....
2. Lot No. : ..... 3. Monthly Rental : .....
4. Tenure Period : ..... 5. Security Deposit : .....
6.  Rent with Option to Purchase (for Kilang Teres Bako only)

**Supporting Documents:**

- |                          |   |                          |                |
|--------------------------|---|--------------------------|----------------|
| <input type="checkbox"/> | Copy of Company Licence                 | <input type="checkbox"/> | Form 49        |
| <input type="checkbox"/> | Application for Discount for Bumiputera | <input type="checkbox"/> | Bank Statement |
| <input type="checkbox"/> | Copy of Applicant's Identity Card       |                          |                |

**CONFIRMATION OF AGENT ( if any)**

I, ....., the applicant hereby confirmed that an agent,  
Encik/Puan ..... has introduced me to the property. We visited  
the property at .....  
on ..... (date) at ..... (time).

Signature of applicant: .....

Signature of agent: .....

Name: .....

Name of agent: .....

NRIC no.(copy attached): .....

Contact no. ....

**D. FOR OFFICIAL USE ONLY**

Commission Fees (if any): .....

Checked by: ..... Verified by: .....

Date: .....

-Borang Ini Diberi Percuma

**BORANG PERMOHONAN PROGRAM PEMBANGUNAN USAHAWAN  
(RUANG NIAGA / PEJABAT / KILANG IKS)**



<b>Gambar Terkini Berukuran Passport</b>	<b>Jenis Ruang Niaga / Pejabat (Tandakan ✓)</b>		<b>Untuk Kegunaan Pejabat</b>	
	1. Pusat Inkubator & Bimbingan Usahawan (PIBU) Bahagian: Sepenuh Masa <input type="checkbox"/> Separuh Masa <input type="checkbox"/>		Ibu Pejabat/Wilayah:	
	2. Rumah Kedai / Arked Medan Makan Bahagian:		Tarikh Diterima:	
	3. Lot Di Pusat Membeli-Belah ▪ Imperial Mall ▪ Wisma Phoenix ▪ City 2000 ▪ Wisma Sanyan		Pegawai Penganalisa:	
	Jenis Perniagaan:		Tarikh Temuduga:	
		Keputusan:		
<b>Senarai Semak (Tandakan ✓)</b>				
1. Sijil Pendaftaran Perniagaan & Lesen Perniagaan		4. Borang 9 (Sdn. Bhd.) / Borang 22 (Enterprise/Partnership)		
2. Surat Kebenaran Berniaga		5. Salinan Kad Pengenalan		
3. Surat Perjanjian Menyewa Kedai/Ruangniaga (Jika Ada)		6. Lain-Lain Yang Berkaitan: (Sertakan)		
<b>Butir-Butir Peribadi Pemohon (Huruf Besar Seperti Dalam Kad Pengenalan)</b>				
1. Nama:		5. Status: (Tandakan ✓)		
2. Kad Pengenalan: Baru: _____ Lama: _____		• Bujang		
3. Alamat Surat-Menyurat:		• Berkahwin		
Poskod:		• Duda		
		• Janda		
		6. Jantina: (Tandakan ✓)		• Lelaki
				• Perempuan
		7. No. Telefon:		
		(Rumah): _____		
		(Pejabat): _____		
		(Bimbit): _____		
4. No. Faks:				
8. Pekerjaan Sekarang: (Tandakan ✓)		9. Anggaran Pendapatan Bulanan: (Tandakan ✓)		10. Taraf Pendidikan: (Tandakan ✓)
• Kakitangan Kerajaan		• RM 2,001.00 ke atas		• Ijazah
• Kakitangan Swasta		• RM 1,501.00 – RM 2,000.00		• Diploma
• Bekerja Sendiri		• RM 1,001.00 – RM 1,500.00		• STPM
• Lain-Lain:		• RM 501.00 – RM 1,000.00		• SPM
		• RM 500.00 ke bawah		• PMR
				• Darjah 6
				• Lain-Lain
<b>Profil Syarikat</b>				
1. Nama Syarikat:		5. Tarikh Mula Beroperasi:		
2. No. Pendaftaran Perniagaan:		6. Alamat Perniagaan:		
3. Taraf Pendaftaran: (Pendirian / Perkongsian / Syarikat)				
4. Tarikh: _____				
(*Sila Isi Jika Berkenaan)				
7. *Modal Dibenarkan (RM): _____				
8. *Modal Berbayar (RM): _____				
9. Senarai Pemegang Saham / Pengarah				
Bil.	Nama	No. KP	Jawatan	
1				
2				
3				
4				
5				
*Sila kepilkan lampiran jika ruang tidak mencukupi				
<b>Pengalaman</b>				
<b>1. Kursus Keusahawanan Yang Pernah Dihadiri</b>				
Bil.	Tarikh	Nama Kursus	Anjuran	
1				
2				
3				

-Borang Ini Diberi Percuma

**BORANG PERMOHONAN PROGRAM PEMBANGUNAN USAHAWAN  
(RUANG NIAGA / PEJABAT / KILANG IKS)**

2. Pengalaman Bertiaga			
Bil.	Dari Tahun	Hingga Tahun	Bidang Pekerjaan
1			
2			
3			
3. Pengalaman Bekerja			
Bil.	Dari Tahun	Hingga Tahun	Bidang Pekerjaan
1			
2			
3			
**Sila kepilkan lampiran jika ruang tidak mencukupi			
4. Kemahiran Lain Yang Dimiliki:			
5. Sila nyatakan faktor-faktor anda memohon untuk menyewa ruang niaga / pejabat:			

**Perakuan**

Saya/Kami mengaku bahawa semua maklumat yang diberikan adalah benar. Jika terdapat apa-apa yang tidak benar, pihak SEDC Sarawak berhak membatalkan permohonan ini tanpa sebarang alasan atas sebab lisan atau bertulis.

Tandatangan: \_\_\_\_\_ Tarikh: .....

Cop Syarikat: \_\_\_\_\_

**Untuk Kegunaan Pejabat**

1.	Ulasan Pegawai Penilai	Disokong	/Tidak Disokong
	Catatan :		
		Tandatangan : .....	
		Tarikh : .....	
2.	Keputusan Pegawai Bertanggungjawab/Pegawai Penguasa Pejabat Wilayah PPES	Diluluskan	/Tidak Diluluskan
	Catatan :		
		Tandatangan : .....	
		Tarikh : .....	

**\* Dokumen-dokumen yang diserahkan bersama Borang Permohonan:**

- ✓ Salinan Ic
- ✓ Gambar (berukuran passport)
- ✓ Lesen Perniagaan
- ✓ Sijil-sijil yang berkaitan (jika ada)
- ✓ Penyata Akaun Bank (simpanan/semasa)
- ✓ Foto Perniagaan

**SYARAT PERMOHONAN:**

1. TIDAK BEKERJA KERAJAAN ATAU SWASTA
2. PENGALAMAN BERNIAGA SEKURANGNYA 1 TAHUN
3. TABUNGAN/ SIMPANAN MENCUKUPI

Letter Head
-------------

PPES:

Date :

Name

Address

**RENTAL OF .....**

We are pleased to offer you our property Lot 9090-1-2 (1G/GF), Bandar Baru Kota Samarahan Shophouse demarcated in red on the attached site plan.

The terms and conditions of the tenancy are as follows:-

1.	<b>Monthly Rental Rate</b>	- RM XXX
	<b>6% GST</b>	- RM XXX
	<b>Total:</b>	<b>=RM XXXXX</b>
		=====

**Ringgit Malaysia:** .....payable in advance on or before the **7<sup>th</sup> day** of each and every succeeding month.

2. **Tenure**

Three (3) years commencing from ..... and expiring on .....

3. **Nature of Business**

You are to carry out the business as stated in your application letter. Prior written approval from SEDC should be obtained if there is any change in nature of business.

4. **Trade License**

You are required to apply and obtain all relevant trade license and permits from the relevant authorities that are necessary for the occupation and use of the license premises and from time to time renew any such license and permits.

5. **Renovation of License Premises**

Any renovation, upgrading of facilities and decoration of the license premises shall be carried at your own expenses provided that a **written consent or approval being obtained from SEDC and relevant authorities.**

6. **Mutual Termination**

Both parties agree that either party shall be a liberty to give the other party **one (1) month's notice in writing** of mutual termination.

7. **Electrical, water and other outgoings**

You are required to pay for the meter deposits and costs required for the connection and the monthly charges on electricity, water and other services to the appropriate authorities during occupation and use of the license premises.

8. **Security Deposit**

Three (3) months deposit amounting to RM XXX and payable upon your confirmation.

9. **Stamping Fees**

Stamping fees of **RMXXX** payable in cash upon execution of the License Agreement.

10. **Free Usage**

Three (3) months free usage from ..... to .....

The other terms and conditions will be stated in the License Agreement. Subject to our prior written consent, this offer is not transferable and the terms herein shall not be verified and all formalities, legal or otherwise must be completed under your name.

We will send the Tenancy Agreement to you once we receive your confirmation on the tenancy of .....

Thank you.

**\*BERSATU BERUSAHA BERBAKTI\***

**\*COMMITTED TO EXCELLENCE\***

Yours faithfully,

**HAJAH SITI HAJAR ABG MON**  
*for* General Manager  
**SARAWAK ECONOMIC DEVELOPMENT CORPORATION**

Encl.



**OFFER AND ACCEPTANCE**

I, ..... (NRIC .....)as

.....of .....

do hereby confirm my acceptance to rent  
..... for the said rates on the terms and  
conditions stipulated contained herein the Letter of Offer ref.  
PPES:..... dated .....

.....

**SIGNATURE**

**NAME** : .....

**NRIC** : .....

**CONTACT NO** : .....

**DATE** : .....

**TENANCY AGREEMENT**

**THIS AGREEMENT** is made on

**BETWEEN**

PERBADANAN PEMBANGUNAN EKONOMI SARAWAK or otherwise known as SARAWAK ECONOMIC DEVELOPMENT CORPORATION, a statutory body corporate established under the Perbadanan Pembangunan Ekonomi Sarawak Ordinance (Swak. Cap. 35) and having its principal office at 6<sup>th</sup>-11<sup>th</sup> Floors, Menara SEDC, Jalan Tunku Abdul Rahman, 93100 Kuching, Sarawak (hereinafter called "PPES") of the one part.

**AND**

The person or Company identified in Item 1 of Schedule 1 hereto (hereinafter called "the Tenant") of the other part.

**WHEREAS:**

1. PPES is the registered and/or beneficial owner of all that parcel of land together with the building thereon and appurtenances thereof identified in Item 3 of Schedule 1 hereof (hereinafter referred to as "the said Premises").
2. Upon the Tenant's application and his representation therein, PPES is now desirous of letting the said Premises subject to the terms and conditions hereinafter appearing.

**NOW IT IS HEREBY AGREED** as follows: -

1. **Term of Tenancy**

PPES lets and the Tenant takes the said Premises for a period, commencing from and expiring on the dates identified in Item 4 of Schedule 1 hereof (hereinafter referred to as "the said term").

2. **Rental**

2.1 The Tenant shall pay PPES a monthly rental identified in Item 5 of Schedule 1 hereof (hereinafter referred to as the "said rental") payable in advance on or before the due date stipulated in Item 6 of Schedule 1 hereof, the first of such payments to be paid on or before the commencement date identified in Item 4 of Schedule 1 hereof.

2.2 Notwithstanding any provisions to the contrary herein contained, PPES hereby reserves to itself the absolute right to increase the said rental at the rate of not less than per centum (10%) annually or upon renewal of this Tenancy.

Tenancy Agreement Between Perbadanan Pembangunan Ekonomi Sarawak  
and

2.3 The Tenant shall be entitled to occupy the said Premises for free and without rental payment for the period stipulated in Item 8 of **Schedule 1** hereof.

2.4 Without prejudice to PPES's rights under Clause 7.5. hereof, the Tenant shall pay interest at the rate of ten per centum (10%) per annum on any rentals in arrears after their due dates for payment.

3. **Option to renew**

The Tenant shall have the option to renew this tenancy after the expiry of the said term on terms herein provided or to be agreed upon by both parties PROVIDED THAT (a) not less than three (3) months written notice shall have been given by the Tenant to PPES before the expiration of the term of this tenancy of his intention to so renew, (b) the Tenant is not in default of any of the covenants on his part to be observed and performed, and (c) PPES does not require the said Premises for its own use or otherwise.

4. **Rental Deposit**

4.1 The Tenant shall pay to PPES upon the execution of this Tenancy Agreement a sum of Ringgit Malaysia identified in Item 7 of **Schedule 1** hereof being three (3) months rental deposit which sum shall be refunded free of interest to the Tenant upon the expiration of the term hereby granted subject to (a) delivery of the said Premises to PPES in good and tenantable repair and condition, and (b) there shall not be any existing breach or default of any provision of this Tenancy on the part of the Tenant to be observed or performed.

4.2 The deposit shall be automatically forfeited to PPES in the event of the said Premises is not being delivered in its original position at the expiration of this Tenancy or if the Tenant shall be in breach of any of the provisions herein or if this Tenancy is terminated before the expiration of the said term.

5. **TENANT'S OBLIGATIONS**

The Tenant hereby covenants with PPES as follows:-

5.1 The Tenant shall pay the said rental on or before the due date stipulated in Clause 2 herein without any deductions whatsoever until the expiration of this Agreement subject to the terms and conditions herein contained.

5.2 The Tenant shall pay for all charges including the installation and payment of collateral deposits in respect of the supply of electricity, water, telephone and other utility (if any) used or consumed in the said Premises. The Tenant hereby undertakes not to use any electrical equipment or tool whose energy consumption exceeds the optimum electricity power supply to the said Premises.

Tenancy Agreement Between Perbadanan Pembangunan Ekonomi Sarawak  
and

- 5.3 The Tenant shall use the said Premises for carrying out the approved/lawful business identified in **Item 9 of Schedule 1** hereof and shall not use the said premises for any other purpose, except with the consent of PPES first had and obtained.
- 5.4 The Tenant shall not make any structural alteration or structural addition to the said Premises or install any additional electrical power point, socket plugs, wiring, line or fitting or tamper with or alter any of the same without the prior consent in writing of PPES. The Tenant shall at his own costs remove and/or replace and/or make good any such unauthorized alteration, addition or installation immediately upon receipt of a notice or a request to do so from PPES.
- 5.5 The Tenant shall not cut, maim or injure any of the walls or timbers of the said Premises or suffer or permit the same to be done except with the consent in writing from PPES.
- 5.6 The Tenant shall not do or permit or suffer anything to be done whereby the policy or policies of insurance on the said Premises against loss by fire for the time being subsisting may become void or voidable or whereby the rate of premium thereof may be increased.
- 5.7 The Tenant shall at all reasonable times during office hours on notice of not less than 48 hours permit PPES and its surveyor(s) or agent(s) with or without workmen and others to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof.
- 5.8 The Tenant shall keep and maintain all the interior of the said Premises including the flooring or other surfacing materials or rendering on walls and ceilings and PPES's fixtures therein including electrical installations and other things in good clean and tenable and proper repair and condition and deliver up the same to PPES at the expiration or sooner determination of the said term hereby granted in the like condition, fair wear, tear and/or damage due to accidental fire or any other causes beyond the control of the Tenant accepted.
- 5.9 Not to do in or near the said Premises any act or thing by reason of which PPES may under any statute regulation or bye-law of any local or public authority incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.
- 5.10 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye-laws applicable to the said Premises or in regard to carrying on the trade or business for the time being carried on the said Premises.

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- 5.11 The Tenant shall not sub-let, assign, transfer or otherwise part with possession of the said Premises or any part thereof to any person or body, except with the written consent of PPES.
- 5.12 The Tenant shall not exhibit put up or allow any part of the said Premises any bill, notice, door plate external lighting sign or advertisement whatever without the previous consent in writing of PPES (which consent shall not be unreasonably withheld).
- 5.13 The Tenant shall not bring or store or permit to be brought or stored in the said Premises any contraband or stolen or illegal goods or substances, arms, ammunitions and any other combustible, obnoxious or dangerous goods or substances.

**6. PPES'S OBLIGATIONS**

PPES hereby covenants with the Tenant as follows:-

- 6.1 PPES shall allow the Tenant to peacefully hold and enjoy the said Premises during the said term without any interruption whatsoever by PPES or any person lawfully claiming under or in trust for PPES for so long as the Tenant is paying the said rent hereby reserved and performing and observing the terms and conditions on its part herein contained.
- 6.2 PPES shall during the said term keep in tenantable repair and good order and condition (where applicable) all exterior structures, including the roof gutters and outside walls and entrance doors and other outside parts of the said Premises and all sewers, drains, water pipes, cable, wires, watercourses, fences, party structures and sanitary and water apparatus thereof, except as regards damage caused by or resulting from any act or default or negligence of the Tenant, in which event the Tenant shall be responsible for making good the same. If the Tenant shall failed or refused to make good such damage, PPES may at its discretion rectify such damage and charge the costs thereof to the Tenant.
- 6.3 Upon the expiration of the said term hereby created, PPES agrees to refund to the Tenant the rental deposit referred to in Clause 4 if on the date of such expiration of the said term hereby granted there shall not be any existing breach or non-observance of any of the covenants conditions and agreements on the part of the Tenant herein contained to be performed or observed.

**7. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED as follows: -**

- 7.1 These presents are upon the expressed condition that if the said rent hereby reserved or any part thereof be unpaid for twenty-one (21) days after the same has become due and payable (whether formally demanded or not) or in the case of a breach or non-performance of any of the stipulations and agreements herein contained on the part of the Tenant to be kept or performed, it shall be lawful for PPES at any time thereof in the name of the whole and demand payment of all

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rents in arrears and if the Tenant is not able to pay the said arrears, it shall be lawful for PPES to re-take possession of the said Premises and in which event the tenancy shall absolutely determine and the rental deposit shall be forfeited to PPES but without prejudice to the right of action of PPES in respect of any breach by the Tenant of the terms and conditions herein contained.

7.2 If the said premises shall at any time during the said term be damaged or destroyed by fire so as to render the same to be unfit for occupation and use and the policy money shall not have been vitiated or payment of the policy money shall not have been refused in whole or in part in consequence of any act or default of the Tenant;

7.2.1. The said rent hereby reserved or a fair proportion thereof according to the nature or extent of the damage sustained shall be suspended until the said Premises shall again be rendered fit for occupation and use; or

7.2.2. This Agreement may be terminated without compensation but without prejudice to the rights of either party in respect of any antecedent breach of this Agreement.

7.3 Events of Default and Termination Events

Any one of the following shall constitute an event of default and/or termination event:-

7.3.1. If the said rent hereby reserved or any part thereof shall at any time be unpaid for a period exceeding twenty-one (21) days after becoming due and payable (whether formally demanded or not);

7.3.2. If any covenants (in particular as provided in Clause 5 hereof) on the part of the Tenant shall not have been performed or observed;

7.3.3. If this Agreement is terminated or repudiated or deemed to be repudiated by the Tenant otherwise than in accordance with this Agreement;

7.3.4. If the said Premises shall become vacant or deserted or abandoned for a continuous period of seven (7) days during the said term of the tenancy;

7.3.5. If the Tenant ceases to carry on business and/or his business or trading license or any other license or permit allowing him to carry on such business had been revoked, cancelled or terminated by the relevant authority or authorities;

7.3.6. If the Tenant commits any act of bankruptcy or being a company, a winding-up order is made or a resolution is passed for the winding up or dissolution of the Company;

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- 7.3.7. If the Tenant fails to satisfy any judgment or a distress or execution order is issued against him or any of his properties by a court of competent jurisdiction and the Tenant fails to comply with such judgment or order within fourteen (14) days from the date of such judgment or order;
- 7.3.8. If the Tenant is arrested or charged or convicted of any offence under any law of the country or does anything which in the opinion of PPES imperils or put at risk the said premises or the renewal of any insurance policy, land title, permits or license issued by any authority;
- 7.3.9. If the Tenant refuses PPES its right to entry in accordance with any provision of this Agreement;
- 7.3.10. If the Tenant fails to pay the outstanding rental as stipulated under clause 5.1 above together with the monthly rental as stipulated under Item 5 of Schedule 1;
- 7.3.11. If a notice to quit or to surrender the said Premises or any part thereof is served or is deemed to be served on PPES by the State Government or any relevant authority or a third party claiming interest therein or in the said Premises; or
- 7.3.12. If the said Premises becomes unfit for human occupation and/or use.
- 7.3.13. If the Tenant is found to have sublet/assign the said Premises to a third party.

7.4 **Notice to remedy**

If any or more of the events stated in Clause 7.3. above shall have happened, it shall be lawful for PPES to serve a written notice to the Tenant giving the Tenant fourteen (14) days notice to rectify and make good the default set out in the notice and if upon the expiry of the said notice the default is not remedied, PPES shall be entitled to the remedies set out in Clause 7.5 below.

7.5 **Remedies**

Upon the occurrence of an event of default or a termination event, PPES may at its absolute discretion terminate this Agreement and the same shall cease whereupon the PPES shall, (without prejudice to its rights to sue the Tenant, including for a distress action), be entitled to exercise all or any of its following remedies:-

- 7.5.1. to forthwith re-enter the said Premises (or any part thereof in the name of the whole) at any time;
- 7.5.2. to forfeit the rental deposit.;
- 7.5.3. to collect the said rental which shall become due and payable up to the time of such re-entry or repossession;

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7.5.4. lock-up and seal the said Premises; and

7.5.5. require the Tenant to remove his goods, failing which PPES may take such measures to compel or facilitate the removal thereof at the Tenant's risk.

**8. Notice**

Any notice relating to this Tenancy Agreement shall be in writing. Any notice or any court process in respect of this Tenancy Agreement shall be sufficiently served if left to the other Party's premise at the current address notified by one Party to the other or sent to the other Party via registered post.

**9. Mutual Termination**

Both parties agree that either party shall be at liberty to determine this Agreement at any time during the said term hereby granted and shall give the other party one (1) month's notice in writing of such its desire and shall up to the time of such determination reasonably perform and observe the covenants and conditions on his part therein contained. Such sooner determination shall not be a breach of the term hereby granted and all moneys paid by the Tenant in advance for any portion of the period after the expiry of the said notice shall be refunded to the Tenant subject to Clause 6 herein.

**10. Time**

Time wherever mentioned in this Agreement is of the essence.

**11. Cost & Expenses**

All costs and expenses including stamp duties incurred in the preparation, execution and delivery of this Agreement shall be borne solely by the Tenant.

**12. Indemnification**

The Tenant shall indemnify and keep PPES fully indemnified against all damages, losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by PPES arising directly or indirectly out of;

12.1 any act or omission or negligence of the Tenant or any persons at the said premises whether with the Tenant's implied or expressed authority or otherwise; or

12.2 any breach or non-observance by the Tenant of any of the provisions of this Agreement;



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**13. Personal Data Protection Act, 2010**

The parties agree that the performance of their duties and obligations, including those of their employees, agents, contractors or consultants under this Agreement shall be in accordance with all relevant provisions of the Personal Data Protection Act 2010, and any rules, regulations, orders, guidelines and other requirements made thereunder and any amendment thereof.

**14. Goods and Services Tax**

Payment of GST under this Agreement is subject to Good & Services Tax Act and PPES shall provide sufficient proof (which the Tenant shall have the right to request for the same) that PPES is duly licensed by the relevant Malaysian authorities to collect such GST or tax of similar nature failing which Tenant shall have the right to refuse to pay of the GST.

**15. Waiver**

No delay or failure or neglect by PPES to exercise any right, remedy or power granted or provided by this Agreement in the event of default on the part of the Tenant of any of his obligations hereunder shall impair or prejudice such right, remedy or power or be deemed or construed as a waiver thereof or any acquiescence of such default or impair or prejudice such right, remedy or power in respect of any other or subsequent default.

**16. Interpretation**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith words importing the singular number or masculine gender shall include the plural number or feminine gender words importing individual shall also be deemed to include corporation.

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and

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

THE COMMON SEAL/STAMP of )  
PERBADANAN PEMBANGUNAN )  
EKONOMI SARAWAK or otherwise )  
known as SARAWAK ECONOMIC )  
DEVELOPMENT CORPORATION )  
("PPES") was affixed in the presence of: )

.....  
CHAIRMAN/GENERAL  
MANAGER/OFFICER DULY  
AUTHORISED BY CHAIRMAN

SIGNED by the said )  
 )  
 )  
in the presence of: )

.....

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**SCHEDULE 1**

<b>ITEM</b>	<b>PARTICULARS</b>
<b>1</b>	<b>Name, I/C/Co. No., &amp; Address of Tenant:</b>
<b>2</b>	<b>Name &amp; Address of Landlord:</b>
<b>3</b>	<b>Demised Premises Identification:</b>
<b>4</b>	<b>Tenancy Period : Three (3) Years</b>
<b>5</b>	<b>Monthly Rental Rate:</b>
<b>6</b>	<b>Rental Payment Due Date :</b>
<b>7</b>	<b>Security Deposit:</b>
<b>8</b>	<b>Free Usage :</b>
<b>9</b>	<b>Business Identification:</b>

**Schedule 2**  
Floor Layout Plan (Not to Scale)