

KOMTAR JBCC

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KOMTAR
J B C C

Our ref : (265)ART/KOMTAR/JBCC/LOO/202/2541/2024/nd

Date : 16 June 2024

VIVO FOOD SDN BHD (526102-X)

No. 13 & 15, Jalan Teknologi Perintis 1/1,
Taman Teknologi Nusajaya,
79200 Iskandar Puteri, Johor.

Attention: Ms. Choo Puay Sim,

Dear Madam,

LETTER OF OFFER FOR TENANCY

DEMISED PREMISES: LOT NO. 202, SECOND FLOOR, KOMTAR JBCC, JOHOR BAHRU, JOHOR

We refer to the above matter and wish to thank you for your interest in KOMTAR JBCC, Johor Bahru.

On behalf of AmanahRaya Trustees Berhad (as Trustee for and on behalf of Al-Salām Real Estate Investment Trust), we are pleased to offer you a tenancy of the abovementioned premises ("the Tenancy"), subject to the following terms and conditions which are not intended to be exhaustive:

1. **Landlord** : **AMANAHRAYA TRUSTEES BERHAD**
(200701008892 (766894-T))
(as Trustee for and on behalf of Al-Salām Real Estate Investment Trust)
2ND FLOOR, WISMA AMANAHRAYA II,
NO.21, JALAN AMPANG,
50100 KUALA LUMPUR.
2. **Tenant** : **VIVO FOOD SDN BHD (526102-X)**
No. 8M, Ground Floor,
Jalan Tun Abdul Razak (Susur 3),
80200 Johor Bahru, Johor.
3. **Demised Premises** : Lot No. **202, SECOND FLOOR,**
KOMTAR JBCC, Johor Bahru, Johor
4. **Lettable Floor Area** : The total area consist of:-
2,541 sq ft.

The **Floor Plan** is attached in **Appendix A** hereinafter.

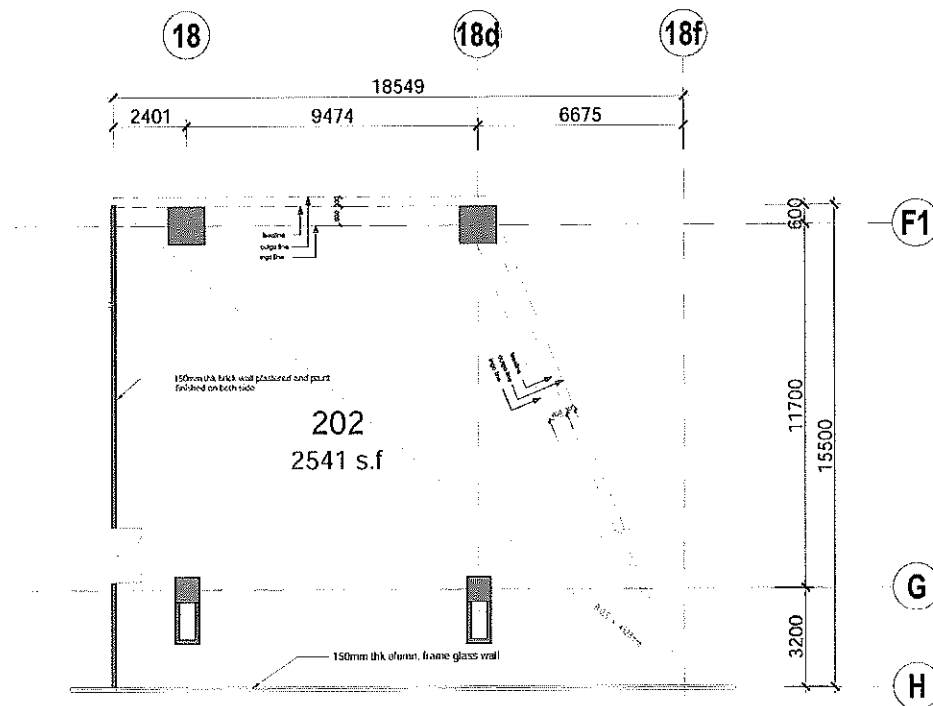
5. **Rental** : Year 1 – Base rent of **RM7.50** per square foot per month or **10% of Monthly Gross Sales Turnover, WHICHEVER IS HIGHER.**
- Year 2 – Base rent of **RM8.00** per square foot per month or **10% of Monthly Gross Sales Turnover, WHICHEVER IS HIGHER.**
- Year 3 – Base rent of **RM8.50** per square foot per month or **10% of Monthly Gross Sales Turnover, WHICHEVER IS HIGHER.**
6. **Service and Promotional Charges** : **RM2.50** per square foot per month for the Lettable Floor Area excluding water and electricity charges.
7. **Term of Tenancy** : **Three (3) years** from the Commencement Date of Tenancy.
- Option to Renew: -**
- Another one (1) term of three (3) years.**
8. **Trade Name** : **VIVO PIZZA**
9. **Permitted Use** : The Demised Premises shall be utilized strictly for the food & beverages operation of a western restaurant concept under the trade name of **VIVO PIZZA** only.
10. **Fit Out Period (Free Rental)** : **Ninety one days (91 days)** from the date thereof
11. **Handover Date** : **1st September 2024**
12. **Commencement Date** : a) Tenancy : **1st December 2024**
(expiry 30th November 2027)
- b) Business : **1st December 2024**
- c) Service Charge : **1st December 2024**
- d) Rental : **1st December 2024, or upon actual business commencement date, WHICHEVER IS EARLIER.**
13. **Payments** : The Tenant undertake to pay to the Landlord the amount(s) stated and in the manner prescribed in the **Schedule of Payments** stipulated in **Appendix C** upon acceptance of the Letter of Offer hereinafter prior to the handover.

14. **General Conditions** : a) Upon acceptance of this Letter of Offer, any earlier offers, warranties, promises, representation, collateral agreements that have been made orally or otherwise in the course of the pre-contractual negotiation that have not now been included in this letter shall hereafter be superseded and cancelled;
- b) The Tenant agreed to execute the Tenancy Agreement within seven (7) days upon the terms and conditions of the Tenancy Agreement are agreed between the parties and shall pay the balance payments accordingly;
- c) The Tenant agrees not to disclose to any third party any information in respect of, arising from or in connection with the terms, conditions and provisions of this Tenancy whether contained in this Tenancy or subsequent correspondence or otherwise, unless such disclosure is required by law or with the Landlord's prior written consent. Without prejudice to the above, if the rental rates are disclosed by any party including any third party, the Landlord reserves the right to terminate the agreement or any other remedies allowed by law;
- d) The tenant shall adhere to the house rules or any regulations given by the Management, failing which the tenant may be penalize;
- e) A cancellation fee equivalent to amount of one (1) month Rental and Service Charge/Promotional Charges shall be forfeited by the Landlord in the event the Tenant wish to cancel this offer after acceptance has been made;
15. **Special Conditions** : It is hereby expressly agreed by the parties hereto that the "**SPECIAL CONDITIONS**" as annexed in **Appendix B** hereto shall form part of this agreement and that should there be an inconsistent or repugnant term or terms, the term or terms contained and inserted in the 'special conditions' herein referred shall prevail over the same contained in Clauses 1 to 14 aforesaid.

Appendix A

FLOOR PLAN

The basis of area calculation is from the centre of the walls inclusive of all structure, columns and pillars within the Demised Premises. In the event there shall be any difference between the Lettable Floor Area and the actual area of the Demised Premises ("the Actual Lettable Floor Area") after final survey conducted by a qualified building surveyor (appointed by the Landlord upon Tenant's request and at the Tenant's costs and expense), the Tenant shall not be entitled to any claim or compensation nor shall the Tenant be entitled to withdraw from this Tenancy provided that in the event the Actual Lettable Floor Area of the Demised Premises is in excess of the area herein stated, the monthly Rental calculated shall be adjusted accordingly provided that in the event the Actual Lettable Floor Area of the Demised Premises is in excess or less than five percent (5%) of the area herein stated, the monthly Rental calculated shall be adjusted accordingly.



Appendix B

SPECIAL CONDITIONS

1. The tenant is required to deliver suitable concept to mall concept and it subject to approval by the Landlord.
2. Tenant to submit the list of menu for approval.

Appendix C

SCHEDULE OF PAYMENTS

	ITEMS	AMOUNT (RM)	DESCRIPTIONS
A	Rental	RM19,057.50 OR 10% Monthly Gross Sales Turnover, WHICHEVER IS HIGHER	<i>Rental for the first month of the tenancy is payable in advance and thereafter payable monthly in advance on or before the 7th day of each and every succeeding month during the term of tenancy.</i>
B	Service and Promotional Charges	RM6,352.50 is payable upon Commencement of Tenancy	<i>Service and Promotional Charges for the first month of tenancy is payable in advance and thereafter payable monthly in advance on or before the 7th day of each and every succeeding month during the term of the tenancy.</i>
C	Security Deposit	RM83,853.00	<i>A sum equivalent to three (3) months Rental of 3rd year base rent and three (3) months Service/Promotional Charge, as security for the due observance and performance by the Tenant of the Tenant's covenants and refundable free of interest at the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>
D	Utilities Deposit: (i) Water (ii) Electricity	RM500.00	<i>As security for the due payment of all Utilities Charges incurred, the amounts shall be reviewable from time to time at the absolute discretion of the Landlord and refundable free of interest at the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>
E	Supply Deposit	RM10,500.00	<i>As security for the due payment of all Supply Charges incurred, the amounts shall be reviewable from time to time at the absolute discretion of the Landlord and refundable free of interest at the expiry of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>
F	Fit-Out Deposit	RM4,000.00	<i>As security for the due observance and performance by the Tenant during the Fit-Out Period, and refundable free of interest at the expiration of the fit-out works after</i>

			<i>deducting all sums as may be found owing to the Landlord, if any.</i>
G	Restoration Deposit	RM4,000.00	<i>As security for the due observance and performance by the Tenant to restore the Demised Premises to its original condition at the expiration of Tenancy, and refundable free of interest after the expiration of Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>
H	Mail Box Deposit	RM100.00	<i>For the use of our allocated mailbox during the term of Tenancy, and refundable free of interest at the expiration of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>
I	Connection Charges	RM4,050.00	<i>A non-refundable payment for electric connection charges supplied by the Landlord to the Tenant during the Fit-Out Period.</i>
J	Fit-Out Fees	RM2,000.00	<i>A non-refundable payment to the landlord for the fit Out management during the fit out period.</i>
K	Admin Fees	RM300.00	<i>Our cost and disbursement in administering the process.</i>
L	Cost of Tenancy Agreement.	RM5,062.13	<i>Solicitor cost in preparing the Tenancy Agreement and payment of stamp duty.</i>
TOTAL		RM139,775.13	From the total amount, separate payments are as follow: 1) <u>RM134,713.00</u> as payment for the Tenancy made in favour of the Landlord, AmanahRaya Trustees Berhad – Al-Salam REIT (Collection Account); and 2) <u>RM5,062.13</u> as payment for the cost of Tenancy Agreement made in favour of our Solicitor, Syed Alwi, Ng & Co. All the above to be paid upon acceptance of this Letter of Offer.

We trust that the offer is acceptable to you and would appreciate if you could indicate your acceptance by signing and returning to us the Duplicate copy of the Letter of Acceptance within **ten (10) business days** from the date hereof together with the payment.

Warm regards,

DASB PROPERTY MANAGEMENT SDN BHD (905962-U)


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MOHD IRWAN BIN ZULKEFLI

Deputy General Manager

KOMTAR JBCC Shopping Mall

ACKNOWLEDGEMENT OF ACCEPTANCE

Our ref : (265)ART/KOMTAR/JBCC/LOO/202/2541/2024/nd

AMANAHRAYA TRUSTEES BERHAD (Company No. 200701008892 (766894-T))
(as Trustee for and on behalf of Al-Salām Real Estate Investment Trust)
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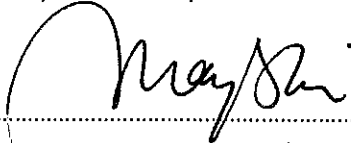
DEMISED PREMISES : LOT NO. 202, SECOND FLOOR, KOMTAR JBCC, JOHOR BAHRU, JOHOR

I/We ~~VIVO FOOD SDN BHD~~ hereby confirm that I/We unconditionally accept this Letter of Offer dated 11/7/24 and agree to be bound by the aforesaid terms and such conditions and provisions stipulated in this Letter of Offer.

I/We hereby acknowledge that I/We have read and understood the contents of this Letter of Offer dated 11/7/24 and I/We further warrant that I/We have sought independent legal advice in relation to this matter and acknowledge the obligations arising therefrom.

I/We am/are pleased to forward herewith our cheque (Cheque No. MBB332812) for the sum of **RM139,775.13** being the total payment in the Appendix C of the Letter of Offer for Tenancy.

(Kindly call Ms. Atiqah at 07-2679904 if you require further assistance)



Signed By : CHOO PUAY SIM

For and on behalf of : VIVO FOOD SDN BHD

Company Stamp :

Date : 11/7/2024

