

KOMTAR JBCC

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KOMTAR
J B C C

Our ref : (252)ART/KOMTAR/JBCC/LOO/SK09/233/2023/fna

Date : 18 MAY 2023

PERINAGA CEMERLANG SDN BHD**200001004278 (506883-T)**

No.9, Jalan Persisiran Perling,
Taman Perling,
81200 Johor Bahru.

**Attention: Mr. Goh Seng Liang**

Dear Sir,

LETTER OF OFFER FOR TENANCY**DEMISED PREMISES: LOT NO. SK09, 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 : PERINAGA CEMERLANG SDN BHD
200001004278 (506883-T)
No.9, Jalan Persisiran Perling,
Taman Perling,
81200 Johor Bahru.
3. Demised Premises : Lot No. **SK09, SECOND FLOOR,**
KOMTAR JBCC, Johor Bahru, Johor
4. Lettable Floor Area : The total area consist of:-
233 sq ft.

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

5. **Rental** : Year 1 – Base Rent of **RM22.00** per square foot per month
Year 2 – Base Rent of **RM22.00** per square foot per month
Year 3 – Base Rent of **RM23.00** per square foot per month
6. **Service and Promotional Charges** : **RM2.50** per square foot per month for the Lettable Floor Area excluding water and electricity charges (including in Gross Rent).
7. **Term of Tenancy** : **Three (3) years** from the Commencement Date of Tenancy.
Option to Renew: -
Three (3) years
Subject always to revised monthly rental which shall be above the existing monthly rental sum (Year 3).
8. **Trade Name** : **PERINAGA CEMERLANG SDN BHD**
9. **Permitted Use** : The Demised Premises shall be utilized strictly for the operation of a licensed money changer & Remittance services under the trade name of Perinaga Cemerlang Sdn Bhd only.
10. **Fit Out Period (Free Rental)** : **Thirty days (30 days)** from the date thereof
11. **Handover Date** : **1ST SEPTEMBER 2023**

Prior to handover of the Demised Premises, the tenant shall:-

- a) execute the Tenancy Agreement;
- b) submit three (3) sets of fit out & M&E drawings together with a 3D concept of shop front design and internal view arrangement for the Landlord's written consent, endorsement and approval;
- c) attend the pre-construction meeting and properly compile the fit out documentation to enable the tenant to work on site upon the requirements in Clause 11 (b) approved by Landlord; and
- d) pay to the Landlord any payments due and/or payable under this Letter of Offer.

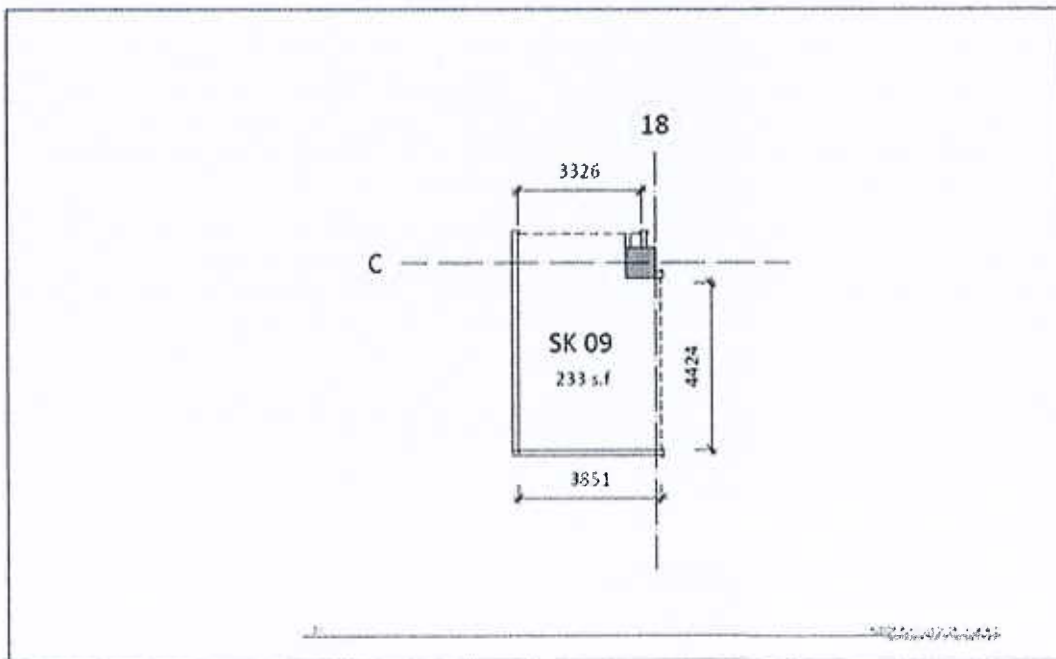
Upon fulfillment all of the above, a joint inspection at the Demised Premises shall be held between the Tenant, the Tenant's Contractor together with Landlord's representative and thereafter the Tenant shall be allowed to take possession of the Demised Premises (Notice of Handover) and to execute the fit out works on site immediately.

12. **Commencement Date** : a) Tenancy : **1ST OCTOBER 2023**
(expiry 30TH SEPTEMBER 2026)
- b) Business : **1ST OCTOBER 2023**
- c) Service Charge : **1ST OCTOBER 2023**
- d) Rental : **1ST OCTOBER 2023**
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 two (2) weeks from the date of notification from the Landlord or its authorized representatives that such documents are ready for execution 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.



Appendix B

SPECIAL CONDITIONS

- 1- The tenant is required to deliver suitable concept to mall concept and it subject to approval by the landlord.

Appendix C

SCHEDULE OF PAYMENTS

	ITEMS	AMOUNT (RM)	DESCRIPTIONS
A	Rental	RM5,126.00	<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	RM582.50	<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	RM17,824.50	<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	RM2,000.00	<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	RM2,000.00	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 deducting all sums as may be found owing to the Landlord, if any.
G	Restoration Deposit	RM2,000.00	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.
H	Mail Box Deposit	RM100.00	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	Connection Charges	RM1,700.00	A non-refundable payment for electric connection charges supplied by the Landlord to the Tenant during the Fit-Out Period.
J	Fit-Out Fees	RM1,000.00	A non-refundable payment for water and electricity supplied by the Landlord to the Tenant during the Fit-Out Period.
K	Admin Fees	RM200.00	Our cost and disbursement in administering the process.
L	Cost of Tenancy Agreement.	RM2,558.00	Solicitor cost in preparing the Tenancy Agreement and payment of stamp duty.
TOTAL		RM35,591.00	From the total amount, separate payments are as follow: 1) RM33,033.00 as payment for the Tenancy made in favour of the Landlord, AmanahRaya Trustees Berhad – Al-Salam REIT (Collection Account); and 2) RM2,558.00 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 **fourteen (14) calendar days** from the date hereof together with the payment.

Warm regards,

DASB PROPERTY MANAGEMENT SDN BHD (905962-U)



MOHD IRWAN BIN ZULKEFLI

Deputy General Manager

KOMTAR JBCC Shopping Mall

ACKNOWLEDGEMENT OF ACCEPTANCE

Our ref : (252)ART/KOMTAR/JBCC/LOO/SK09/233/2023/fna

AMANAHRAYA TRUSTEES BERHAD (Company No. 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.

Dear Sir,

LETTER OF OFFER FOR TENANCY

DEMISED PREMISES : LOT NO.SK09, SECOND FLOOR, KOMTAR JBCC, JOHOR BAHRU, JOHOR

I/We PERINAGA CEMERLANG SDN BHD hereby confirm that I/We unconditionally accept this Letter of Offer dated 03/05/2023 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 03/5/2023 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 Public Bank Berhad (Cheque No. 405077) for the sum of **RM33,033.00** being the total payment in the Appendix C of the Letter of Offer for Tenancy.

(Kindly call Mrs. Shaheera /Mrs.Farrah at 07-2679904 if you require further assistance)

Signed By

For and on behalf of

Co.Stamp

Date

: Goh Seng Liang

: Perinaga Cemerlang Sdn Bhd

:

: 13/5/2023

PERINAGA CEMERLANG SDN BHD
(508883-T)
NO 9 JALAN PERSISIRAN
PERLING TAMAN PERLING
81200 JOHOR BAHRU JOHOR



PUBLIC BANK
大众银行
JOHOR BAHRU, JOHOR

AG PAYEE ONLY

PUBLIC BANK BERHAD (6453-11)
PLUS CURRENT ACCOUNT

Stamp Only Paid

33-01016

TARIKH
日期 DATE

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D O M M Y Y

BAYAR
折交 PAY

Amanah Raya Trustees Berhad - Al-Salam REIT

RINGGIT
MALAYSIA 令吉

Thirty Three Thousands & Thirty

Three Only

ATAU PEMBAWA
或持票人取 OR BEARER

RM

33,033 ¹/₂

[Signature]

PETINAGA CEMERLANG SB 5068831

JANGAN DITANDATANGANI DI BAWAH GARISAN INI • 請勿在此線下簽名 • NO SIGNATURE BELOW THIS LINE

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