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Our Ref: (1)DASBPM/JBCC/CML/PC6/100/2023/12

Date : 25 JUNE 2024

PERNIAGAAN SKAF KITA

101, Jalan Nibong 18,
Taman Daya,
81100 Johor Bahru,
Johor

Ms. Zura

Dear Sir / Madam,

PUSH CART AGREEMENT AT KOMTAR JBCC SHOPPING MALL

This Agreement is made on the day above date BETWEEN DASB Property Management Sdn Bhd (hereinafter referred to as “**the Management**”) AND “**the Promoter**” whose names and particulars are as mentioned above. The Management, on behalf of the Landlord AMANAHRAYA TRUSTEES BERHAD (as trustee for Al-Salam REIT) hereby has agreed to grant the Promoter to rent the Push Cart (hereinafter referred to as “**the Push Cart**”) as described in the attached layout subjected to the following terms and conditions appended herewith:

1. PUSH CART

Push Cart: No 6

Location: Level 1

Area: 100 sqft

(Please refer to attached layout plan)

The Promoter shall only use the above space referred to for the Push Cart with the exact measurement and dimension given and agreed by the Management. Where the Management deem just, fit and necessary, the Management shall reserves the right to relocate the Push Cart to other area within the Shopping Mall by giving seven (7) days prior written notice and the tenant shall abide to such notice or in case of safety/emergency (leaking, hazardous) a 24 hours notice would suffice.

2. PROMOTER'S COVENANTS

2.1 Use of Push Cart

Trade Name: Skaf Kita

Permitted Use: Muslimah Scarf & Accessories

The Promoter shall not use the Push Cart for other purposes or otherwise alter the location of the Push Cart unless otherwise agreed in writing by the Management.

2.2 Use of Carpets

If required by the Management, The Promoter shall provide at own cost and expenses to cover their Push Cart floor with carpets and the carpets MUST be the EXACT SIZE with the measurement of the Push Cart.

2.3 Subletting or Assignment

The Promoter shall not sublet or otherwise part with possession or assign, transfer or otherwise deal with or dispose the whole or any part of the Push Cart unless otherwise agreed in writing by the Management.

2.4 Cleaning of Push Cart

The Promoter shall cause the Push Cart to be cleaned in a proper and workmanlike manner at all times from dirt, rubbish and arrange for the regular removal thereof from the Push Cart.

2.5 Use of Banners, Posters and Point of Purchase (P.O.P). Materials

The Promoter shall only use one (1) unit either a banner, poster or P.O.P material (max. height is 6 ft.) with standee for the Promotion Activity within the Push Cart. Usages of glue, paste or any other adhesive substances to the Push Cart or any part thereof are STRICTLY not allowed.

The Promoter also shall not use the banners, posters and/or P.O.P materials to the pillars, walls, doors, glass, escalator, ceiling and fire sprinkler in the Push Cart, Common Area of the Shopping Mall and any part thereof unless otherwise agreed in writing by the Management.

2.6 Hours of Trading

- a) The Promoter shall during the Business Hour of the Shopping Mall (10.00 a.m. – 10.00 p.m.), and keep the Push Cart open for business, trade actively throughout the tenure of this Agreement, save and except for those days which the Promoter has obtained the written consent of the Management;
- b) The Promoter shall not carry on any business in the Push Cart at any time outside the Business Hours unless otherwise agreed in writing by the Management; and
- c) Save and except at the absolute discretion of the Management, the Promoter shall remain open for additional business hours during festive seasons.
- d) A penalty fee of RM50.00 for each time the promoter open for business after 10.15 a.m. or closes before 9.45 p.m. do note that your agreed trading hours are 10 a.m. to 10 p.m.

3. TENURE & COMMENCEMENT DATE:

3.1 Tenure

THREE (3) month from the Commencement Date of the Push Cart.

Option to renew:-

THREE (3) month

Subject always to the revised monthly rental and no existing breach or non-observance of any covenants and conditions herein contained done by the Promoter.

3.2 Commencement Date of Business

01/07/2024 expire on 30/09/2024

4. PAYMENT/DEPOSIT:

4.1 The monthly Push Cart Rental (inclusive of 0% GST) : **RM 2,710.00**

4.2 The amount payable by the Promoter to the Management upon execution of this Agreement shall be as below:

	ITEM	AMOUNT(RM)	DESCRIPTIONS
a	Push Cart Rental	RM2,700.00	<i>Push Cart Rental (inclusive of 0% GST) 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	Security Deposit	RM500.00 (paid on	<i>Security Deposit for the due observance and performance by the Promoter in this Agreement and refundable free of interest after the expiration of the promotion duration after deducting all sums as may be found owing to the Management, if any.</i>
c	Processing Fees	RM10.00	<i>A sum (inclusive of 0% GST) for our cost and disbursement expenses for the process of this application.</i>
	TOTAL	RM2,710.00	

5. SET UP & DISMANTLE PROCESS

5.1 Prior to the set up and/or dismantling process of the Push Cart, the Promoter shall before the date hereof forward to the Management:

- a) all detailed plans and designs showing the proposed layout for the Push Cart;
- b) the proposed work schedules of the Promoter and/or its contractors;
- c) a list of the particulars of the Promoter's contractors;
- d) such other information in respect of the set up and/or dismantling process as may be required by the Management.

5.2 In carrying out the set up and/or dismantling process, the Promoter shall observe and comply with the following covenants:-

- a) keep the Push Cart clean and tidy and on completion of the set up and/or dismantling process, remove there from all waste, debris and unused materials to an authorized dumping ground

outside the Shopping Mall, in default of which the Management shall be entitled to carry out the same and further the costs and expenses incurred thereof shall be borne by the Promoter;

- b) coordinate and procure its contractors to coordinate their activities with the Management, and shall further comply with the instructions of the Management at all times;
- c) comply with all regulations, specifications and schedules set out and/or agreed by the Management; and
- d) bear all cost arising from or incurred in connection to any modification or installation carried out by the Promoter with the prior approval of the Management.

5.3 In the event the Promoter fails to observe and/or perform any of the covenants contained herein the Management shall carry out all necessary works to restore the Push Cart to a state and condition acceptable by the Management and further the costs and expenses incurred thereof shall be borne by the Promoter.

5.4 The Promoter shall indemnify and keep indemnified the Management from and against all actions, claims, demands, losses, damage, costs and expenses which the Management shall or may be or become liable as a consequence of the Promoter's set up and/or dismantling process or of any acts, omission or negligence of the Promoter, its contractors, agent, servant or invitee during the set up and/or dismantling process and thereafter.

6. CONDITION OF DEMISED PUSH CART ON THE END OF PROMOTION:

The Promoter shall, at the expiration or sooner determination of this Agreement, peaceably surrender and yield up unto the Management the whole of the Push Cart and every part thereof in good and substantial repair, order and condition in all respect (having regard to their condition at the commencement of this Agreement) clean and free from rubbish. If the Promoter shall fail to observe this covenant, the Management shall have the rights to carry out all necessary works and repairs and the costs and expenses incurred thereof shall be borne by the Promoter.

7. LOADING AND UNLOADING

The Promoter MUST load and/or unload of materials, goods, fixtures and/or garbage related to the Push Cart through the Shopping Mall loading bay outside of the Business Hour of the Shopping Mall only as described in the attached plan. Loading and unloading of materials, goods, fixtures and/or garbage through other than stipulated place and/or during the Business Hour of the Shopping Mall are STRICTLY not allowed (unless otherwise agreed in writing by the Management) and further the Management shall at any time or times, have the right to stop, obstruct, delay and/or postpone the loading and/or unloading process without any further notice. The Management shall have no responsibility or liability for any loss, damage, delay and/or postponement suffered by the Promoter as a result of the non-compliance of the above Clause.

8. NOTICE OF DEFECTS

The Promoter shall give to the Management prompt notice in writing of any accident or defect in the Push Cart and of any circumstances likely to be or cause any danger, risk or hazard to the Push Cart or to the Shopping Mall or any person therein.

9. SECURITY

- 9.1 The Promoter agrees to occupy, use and keep the Push Cart at the risk of the Promoter and hereby releases to the full extent permitted by the law the Management in the absence of any negligence on the part of the Management, or its servants or agents from all claims and demands of every kind in respect of or resulting from any accident injury occurring in the Shopping Mall or the Push Cart and the Promoter shall indemnify and keep indemnified the Management from and against all actions, claims, demands, losses, damage, costs and expenses or injury suffered by the Promoter (whether to or in respect of the Promoter's person or property or the promotion conducted by the Promoter) as a result of any breakage, theft, burglary, leakage, accident or event occurring in the Shopping Mall or the Push Cart.
- 9.2 The Promoter shall at all times keep the Push Cart and any property/goods contained therein safe and guarded against theft, burglary, accident or damage and the Promoter shall be liable for any loss or damage to the Push Cart and any property/goods contained therein in the event of a theft or burglary or accident. Without prejudice to any of the Management's rights and remedies herein contained in the event that the Management is of the opinion that the security of the Push Cart is not intact or sufficient at any time, the Management reserves the right at any time to station a security guard at the Push Cart at cost and expense of the Promoter.
- 9.3 In the event of any accident casualty, damages, theft or burglary which may have occurred on the Push Cart, the Promoter shall give the Management prompt notice in writing of the same. Further, the Promoter shall lodge a police report immediately and furnish a copy of such report to the Management.

10. COMPLIANCE WITH RULES AND REGULATIONS

The Promoter shall at all times observe and comply with the Rules and Regulations of the Shopping Mall contained in the *Appendix A* (and as from time to time varied, added to, deleted or amended) relating to the Management and care for the Shopping Mall and the conduct of promoters. Further, the Promoter acknowledges and agrees and declares that failure of the Promoter to comply with any such Rules and Regulations as may from time to time be in force shall constitute a breach of the terms of this Push Cart Agreement in the same manner as if the Rules and Regulations contained in the *Appendix A* were covenants. In the event that there are any discrepancies or inconsistencies of the terms and conditions of this Push Cart Agreement and the *Appendix A* on the similar issues, the *Appendix A* shall prevail.

11. TELEPHONE AND TELEX OR CABLE/WIRE INSTALLATION

The Promoter shall install at its own cost and expenses all telephones and telex or cable/wire as the Promoter may require in such manner that the cables/wires shall not run across the floor of the Push Cart so as to be visible in the Push Cart but shall be concealed and if running along the floor shall be concealed in the appropriate ducts failing which, the Management shall at any time or times, have the right to stop, obstruct, the enjoyment of the Push Cart if the Management found that this matter will or may harm the customer or detrimental to the public at large until unless it has been rectify.

12. DEFAULT, TERMINATION, ETC.

12.1 The Management and the Promoter hereby agree that :

- a) if the Payment/Deposit fail to be delivered by the Promoter to the Management in accordance with Clause 4; or
- b) if the Promoter fails to commence promotion by the Commencement Date of Business in accordance with Clause 3.2; or
- c) if the Promoter without the prior consent of the Management fails to open the Push Cart for a continuous period of two (2) days; or
- d) if the Promoter continues to commit, permit or suffer to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Push Cart Agreement or any Rule or Regulation made hereunder after the Management has given notice in writing to the Promoter to rectify such breach or default within two (2) days,
- e) The Promoter hereby covenants and undertakes with the Management that it shall strictly comply with the provisions herein and in the event of non-compliance therewith;

then and in any one or more of such events the Management shall, at any time or times thereafter, have the right to terminate the Push Cart Agreement by one (1) day notice in writing to the Promoter and it is further agreed that the Management shall be entitle for the whole rental and shall be allowed to forfeit the deposit paid hereunder, but without prejudice to any action or other remedy which the Management has or might otherwise could have for arrears or damages as a result of any such event.

12.2 Upon termination of the Push Cart Agreement herein pursuant to Clause 12.1 above, the Promoter shall deliver vacant possession of the Push Cart to the Management in the manner stipulated in Clause 6 herein.

12.3 In view of the above Clause if the Promoter still defaults to deliver the Push Cart one (1) day after the date mentioned in the notice of termination and/or sooner determination:-

- a) The Management may remove from the Push Cart any of the Promoter's property/goods and may sell or otherwise deal with that property in such manner and on such conditions as the Management may in its absolute discretion determine.

13. ABSOLUTE EXCLUSIONS

Notwithstanding anything to the contrary herein contained the Promoter hereby covenants and agrees with the Management not to use or permit of suffer the use of the Push Cart or any part thereof:

- a) for any illegal or immoral purpose;
- b) for the sale by wholesale of tobacco at any time;
- c) in any way connected with gambling or betting;

- d) for any purpose which would be a nuisance or annoyance to adjacent owners or occupiers;
- e) for the manufacture, distribution, sale, sale by wholesale or storage of liquor; and
- f) for the storage, sale or otherwise of obnoxious goods or dangerous drugs.

14. OTHER CONDITIONS :

- a) The Promoter SHALL NOT leave the Push Cart unattended. *Appendix A* shall strictly be followed by the Promoter.
- b) Any other cost incurred in operating the promotion shall be borne by the Promoter including all licenses in relation to the Push Cart or the Promoter business.
- c) Eating and drinking is STRICTLY not allowed at the Push Cart.
- d) The Promoter and all the staff of the Promoter shall not carry on any activities outside the scope of your Push Cart Agreement as agreed by the Management.
- e) The Promoter shall provide adequate insurance to cover any losses and/or damages in respect of the Promotion and to keep fully insured against liabilities including liabilities which may give rise to a claim by the Management.
- f) The Promoter is required to provide the Majlis Bandaraya Johor Bahru (MBJB) Temporary Business License for trading activities.
- g) Not to do or permit to be done any act or thing which may become a nuisance to or give cause for reasonable complaint from the occupants of neighboring Push Carts or other permanent lot tenants which may give rise to interruption or disturbance at the Shopping Mall.
- h) The Promoter shall peaceably hold and enjoy the said Push Cart during the term hereby created without interfering with other the occupants of neighboring Push Carts or other permanent lot tenants
- i) Any issues with the occupants of neighboring Push Carts or other permanent lot tenants should be address to the Management first without taking own course of action to resolve.

Appendix A

(RULES AND REGULATIONS)

No	ITEM	RULES AND REGULATIONS
1	Space Area (Booth/Props/Panel)	• Visual Merchandise to be approved in writing by the Landlord. • All advertisement and promotion materials must display within the space area. Eg: flag lines, balloons. • Pasting / pinning of posters are STRICTLY prohibited at shopping center's pillar, walls and ceiling. • The space area shall always clear from stocks, carton boxes and unused materials.
2	Sound Control	• Minimum sound level – not to interfere surrounding tenants operation.
3	Staff Control	• Allocation of staff shall be in existence throughout the promotion period. • Smartly attired. • No eating, drinking and smoking at the space area.
4	Operation Hours	• Opens at 10.00am and Closed at 10.00pm. • All materials use to cover the space area / merchandise are to be fully removed on/before 9.45am.
5	Insurance coverage	• On all risk bearing activities. • Insurance policy to be submitted to the Landlord before the Commencement Date of Business.
6	License	• All licenses must be apply and submitted to the Landlord before the Commencement Date of Business. eg: PPM, MACP, Local Authority.
7	Set up / dismantle period	• Before 10am / after 10.00pm SUBJECT ALWAYS to obtain prior approval from the Landlord. • At all time maintain and up keep the condition of the space area. • Upon the expiry promotion period and/or the termination of the Agreement return the space area to the Landlord in the good working condition and all defects (if any) shall be made good by Promoter/Exhibitor.
8	Indemnify	• To indemnify the Landlord against any loss, damage injury resulted from the activities of the promoter/exhibitor.

We trust that if the Push Cart Agreement is acceptable to you and we would appreciate if you could indicate your acceptance by signing and returning to us the Duplicate copy of this Push Cart Agreement within SEVEN (7) calendar days from the date hereof together with the payment of **RM2, 710.00** made in favour of (All payments/cheques/bank drafts shall be made payable to **AMANAHRAYA TRUSTEES BHD – AL-SALAM REIT – COLLECTION ACCOUNT** and delivered to KOMTAR JBCC Management Office. Post-dated cheque **SHALL NOT** be accepted; RHB Islamic Bank Berhad account no. – **21401360015660** failing which our offer shall automatically lapsed and cancelled unless an extension has been allowed by us. Kindly forward your copy receipt if any for our confirmation).

Thank you.

Yours sincerely,
DASB PROPERTY MANAGEMENT SDN BHD (905962-U)



MOHD IRWAN ZULKEFLI
Deputy General Manager of KOMTAR JBCC Shopping Mall

WE HEREBY CONFIRM OUR UNDERSTANDING AND ACCEPTANCE OF THE ABOVE TERMS AND CONDITIONS.

Duly authorised signatory(ies)
for and on behalf of

PROMOTER (Company No. _____)

Company Cop:

Signature:
Name:
NRIC NO:
Designation:
Date:

**DASB PROPERTY MANAGEMENT SDN BHD
THE APPLICATION ITEMS
IN KOMTAR JBCC
JOHOR BAHRU, JOHOR DARUL TAKZIM**

(1)DASBPM/JBCC/CML/PC6/100/2023/12

1.0 Applicant Information

1.1	Full Name	:	PERNIAGAAN SKAF KITA
1.2	Address of Applicant	:	101, Jalan Nibong 18, Taman Daya, 81100 Johor Bahru, Johor
1.4	Status of Applicant	:	Bumiputra
	Address of Business	:	As per above

2.0 Rental Information

2.1	Location	:	Level 1
2.2	Type of Business	:	Push Cart Number 6
2.3	Area	:	100 sqft
2.4	Duration of tenancy (Days)	:	03 Month
2.5	Start Date	:	01 July 2024
2.6	Expired Date	:	30 September 2024
2.7	Rental Rates	:	

2.8	Payments :-		
	Rental	:	RM2,700.00
	GST Fees	:	RM0.00
	Security Deposit	:	RM500.00
	Admin Fees	:	RM10.00
	Amount of		RM2,710.00