

Our ref : (02) DASBPM/MJL/RSBC/Suite 10-03/1,650/2024
Date : 16th February 2024

ROHAS SEDIABENA BUILDERS CONSORTIUM SDN BHD (202401004256 (1550106-K))
15th Floor, East Wing,
Rohas Tecnic,
9, Jalan P.Ramlee,
50250 Kuala Lumpur,
Malaysia

Dear Sir/Madam,

RE : **LETTER OF OFFER FOR TENANCY**
Landlord : **JOHOR LAND BERHAD** [197201000788 (12379-K)]
Managing Agent : **DASB PROPERTY MANAGEMENT SDN BHD** (201001022192 (905962-U))
Tenant : **ROHAS SEDIABENA BUILDERS CONSORTIUM SDN BHD**
(202401004256 (1550106-K))
Demised Premises : **SUITE 10-03, LEVEL 10, MENARA JLAND**
JOHOR BAHRU CITY CENTRE, 80000 JOHOR BAHRU, JOHOR

We refer to the above matter and wish to thank you for your interest in our office space at Menara JLand, Johor Bahru City Centre, Johor.

We are pleased to offer you the following terms and conditions for your consideration:

1. **Landlord/Licensors** : **JOHOR LAND BERHAD** (12379-K)
Kompleks Mutiara Johor Land
Jalan Bukit Mutiara
Bandar Dato' Onn
81100 Johor Bahru
Johor Darul Ta'zim
2. **Tenant/Licensee** : **ROHAS SEDIABENA BUILDERS CONSORTIUM SDN BHD**
(202401004256 (1550106-K))
15th Floor, East Wing,
Rohas Tecnic,
9, Jalan P.Ramlee,
50250 Kuala Lumpur,
Malaysia
3. **Demised Premises** : **SUITE 10-03, LEVEL 10**
MENARA JLAND
Johor Bahru City Centre (JBCC)
Jalan Tun Abdul Razak
80000, Johor Bahru, Johor

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4. **Net Lettable Area** : The total area **1,650 sq. ft**
The **Floor Plan** is attached in **Appendix A** hereinafter.
- The above estimated net lettable area ("NLA") will be subject to final on-site measurement.
5. **Term of Tenancy**
- (a) Principal Term** : One (1) Term of Two (2) years commencing from Commencement Date of Tenancy (as defined in Item 9).
- (b) Renewal Terms** : Renewal one (1) Term of One (1) year as follows:
- Second Term**
The Second Term shall commence on the first day after the expiry of the Principal Term and shall expire one (1) year therefrom.
- This Renewal Term(s) is subject to the Tenant having paid all the Rental for the period of the Principal Term/Renewal Term(s) hereby reserved and performed the covenants and stipulations on the part of the Tenant to be observed and performed up to the expiration of the Principal Term/Terms(s) hereby granted SUBJECT further to a Renewal Rates as stipulated in Item 6.
6. **Renewal Rates** : **Second Term**
- Capped at 20% increase on the rental stipulated in the Principal Term. The Security Deposits (as hereinafter defined) will then be adjusted accordingly consequent to each adjustment of the Gross Rental or part thereof in accordance with the provisions of the Tenant Agreement.

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7. **Conditions precedent** : The following are conditions precedent for the tenancy (collectively, "**Conditions Precedent**") :
- i. The Tenant's due execution of the Landlord's Tenancy Agreement to be provided by the Landlord on terms and conditions as mutually agreed between the parties (containing the terms and conditions of this letter of offer) for the tenancy of the Premises ("**Tenancy Agreement**");
 - ii. The Tenant's payment in full in the manner prescribed in the **Schedule of Payments** stipulated in **Appendix D (1) and Appendix D (2)** hereinafter prior to the Handover Date;
 - iii. Receipt by the Landlord of a certified true copy each of the Tenant's corporate documents (namely, its Memorandum and Articles of Associations, its Forms 8, 9 and 13 (as applicable) and 24 of the Companies Act 1965 ("**Act**") and its latest Forms 44 and 49 of the Acts, as well as a valid and subsisting Board of Directors' resolutions of the Tenant authorising, *inter alia*, the Tenant's acceptance and execution of this letter of offer and the Tenant's entry into and execution of the Tenancy Agreement on the terms and subject to the conditions therein;
 - iv. Receipt by the Landlord of all such other forms and documents which are required to be delivered by the Tenant pursuant to the provisions of the Tenancy Agreement.
8. **Handover Date** : Handover Date of the Premises for the purposes of the fit-out works shall be on **1st April 2024** or any other date to be mutually agreed subject always to the following conditions being fulfilled:
- i. The fulfilment of all the Conditions Precedent to the Licensor's satisfaction; and
 - ii. The Licensor's approval being granted in respect of the Licensee's fit-out plans.

For the avoidance of doubt, the Licensee shall be obligated to take up insurance for the fit out works, to pay all utility and data charges incurred by the Licensee in respect of the Premises during the License Period. The Licensee shall be subjected to comply with the Licensee's Fit Out Compliance.

Upon fulfillment all of the above, a joint inspection at the demised premises shall be held between the Licensee, the Licensee's

Contractor together with Licensor's representative and thereafter the Licensee shall be allowed to take possession of the Demised Premises (Notice of Handover).

9. **Commencement Date of Tenancy** : **1st May 2024** (or any other date to be mutually agreed)
10. **License Period** : (a) Subject to the Licensee having made payments of the Deposit in accordance with this Letter of Offer and/or the Tenancy Agreement pursuant to **Item 19 (2)** herein. The Licensor shall on the Handover Date by notice in writing permit the Licensee to take possession of the Property for the fit out of the Demised Premises within the Licence Period in accordance with the terms and conditions of this Letter of Offer and/or the Tenancy Agreement. If the Licensee does not take delivery of the Demised Premises for the Fit Out works, the Licensee shall nevertheless be deemed to have taken delivery of the Property.
- (b) The License Period shall commence on the Handover Date and expiring **one (1)** month therefrom or any other date to be mutually agreed.
- (c) The Licensee hereby acknowledges and agrees with the Licensor that during the Licence Period the Licensee is a mere licensee of the Licensor upon the terms and conditions as stipulated under this Letter of Offer and/or the Tenancy Agreement pursuant to **Item 19 (2)** herein and is authorized by the Licensor to enter and take possession of the Property for the sole purpose of carrying out the Fit Out works.
11. **Rent Free Period** : Not Applicable
12. **Commencement Date of Gross Rental** : **1st May 2024** (or any other date to be mutually agreed)
13. **Gross Rental Rate (Base Rent and Service Charges)** : Means RM3.90 per sq.ft consisting of Base Rent **RM 2.40 per sq.ft** and Service Charges **RM 1.50 per sq.ft.**
14. **Tenant's usage** : The Tenant shall solely and fully bear discharge the following costs itself:

All deposits and charges for the installation, supply, use and consumption of water, gas, electricity, telephone, fax, internet and any other utilities at and/or provided to the Premises. Kindly refer to details of the connection charges prescribed in the "**CONNECTION CHARGES**" stipulated in **Appendix C**. Electricity

usage by the Tenant within the Premises will be separately metered and the charges thereof will be borne by the Tenant.

The Landlord's charges for the provision of air-conditioning to the Premises outside of the Operation Hours, if the Tenant should request the same – these charges will be based on the Landlord's prevailing rates therefor as determined by the Landlord.

The Tenant's usage shall be payable to the Landlord

15. 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 D (1) and Appendix D (2)** hereinafter prior to the Handover Date.

16. Car Park Bay(s)

- : The Tenant shall be granted the following car parking bays for its use., subject to the Tenant entering into a separate agreement therefore with the relevant car park operator:

One (1) number of season non reserved car park – the monthly charge for each season non reserved car park effective and payable by the Tenant to the car park operator as at the Tenancy Commencement Date shall be RM 250.00 per unit per month

Any and all deposits required by the car park operator as well together with any other prevailing government taxes, fees, levies etc. imposed on such monthly charges are subject to change at any time at the discretion of the Landlord and/or the car park operator.

17. Use of Premises

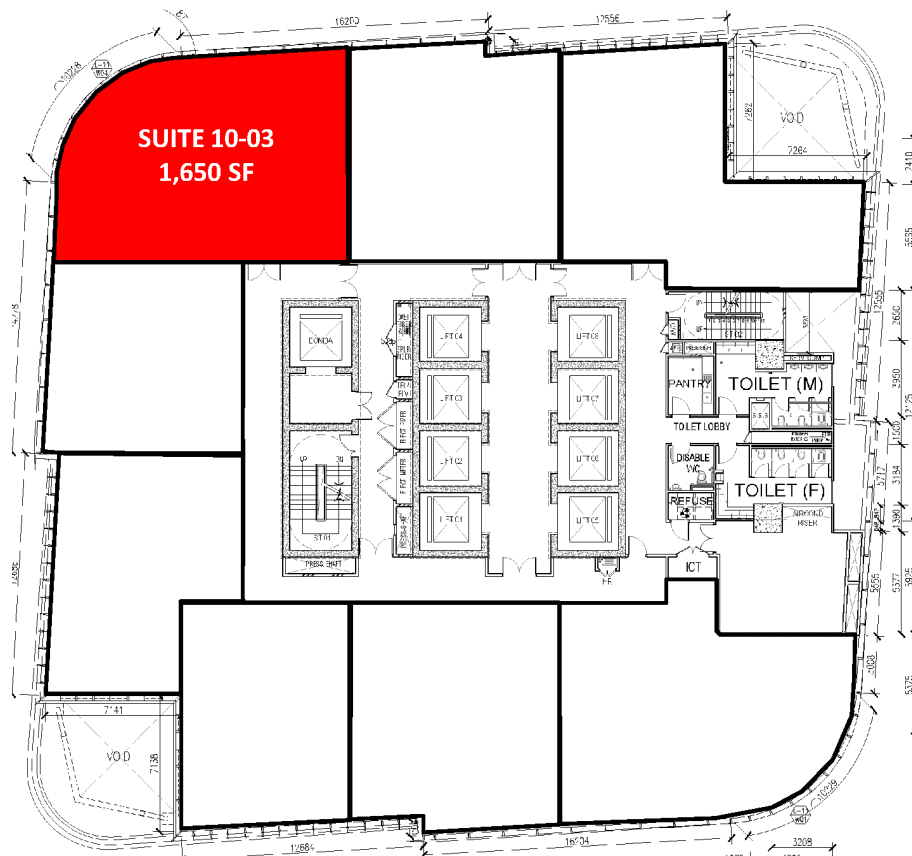
- : i. The Premises shall be used by the Tenant for **Office Use** only. The Tenant shall be solely responsible for obtaining and maintaining in full force and effect at all times during the Tenancy Term and any renewal thereof as well throughout the Tenant' occupation of the Premises any and all government and other consents, approvals, licences and permits necessary for the carrying on and conduct of its business at the Premises and for ensuring that all the terms and conditions for such consents, approvals, licences and permits are strictly adhered to.
- ii. The Tenant will fully indemnify the Landlord immediately on demand for any loss or damage whatsoever suffered and/or expense incurred by the Landlord arising from or as a result of any non-compliance with or contravention of Item 17(i) by the Tenant.

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18. **Fit out works / Renovation Approval, cost and Deposit** : i. All the Tenant's fit out works / renovation and internal layout plans for the Premises, including mechanical and electrical plans (M&E), sections and signage details, must be submitted to the Landlord for the Landlord's prior written approval and subject to Item 7. The Tenant is prohibited from initiating fit out works / renovation without obtaining prior consent from the Landlord. The Tenant bears responsibility for any delays (if it is caused by the Tenant) that may occur during the fit out works / renovation process.
- ii. All internal fit out works / renovation and signage erected on the Premises shall be at the Tenant's own cost and expenses.
- The amount of fit out works/ renovation deposit required from the Tenant will be advised in due course, subject to the extent of the Tenant's fit-out works. Such deposits shall be refundable upon completion of the Tenant's fit-out works less any sum due to the Landlord.
19. **General Conditions** : i. 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;
- ii. The Tenant shall execute the Tenancy Agreement within thirty **(30) days** from the acceptance of this Letter of Offer or within any extended period to be mutually agreed failing which the Landlord shall be entitled to cancel this Letter of Offer and forfeit all moneys paid to the Landlord by the Tenant and the Landlord shall be entitled to let the Property to any other party without any further notice or reference to the Tenant together with any cultivation or benefit on the Property.
- iii. A cancellation fee equivalent to amount of Booking Fees shall be forfeited by the Landlord in the event the Tenant wish to cancel this offer after acceptance has been made.
20. **Governing Law** : This letter of offer shall be governed by and construed in all respects in accordance with the laws of Malaysia.
21. **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 Item 1 to 20 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 (jointly appointed by the Landlord and Tenant 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.



SUITE 10-03, LEVEL 10

Appendix B

SPECIAL CONDITIONS

1.0 Early Completion of License Period

In the event the Tenant completes the renovation of fit out works prior to the expiry of the License Period, the following event shall take place:

i. Should the fit-out works is completed before the expiry of the License Period and the Tenant intends to commence business at the Demised Premise, the Tenancy shall commence a day after the completion of the fit out works.

(for the purpose of this item, the Tenant shall issue a letter to the Landlord). This interim period will be regarded as a distinct temporary tenancy, separate from the official Commencement Date of the tenancy.

ii. the Landlord agrees to provide reasonable services of the buildings (including but not limited to air-conditioning and cleaning of common areas), a charge of RM1.50 per sq. ft. will be imposed on a daily pro-rated basis, for or in the duration beginning on the date of the intended commencement of the Tenant's business at the Demised Premise until the Commencement Date of Tenancy.

Appendix C

CONNECTION DEPOSIT AND CHARGES

	ITEMS	DETAILS	AMOUNT	DESCRIPTIONS
A	Electric (1 unit of DB 60A 3Phase)	Supply Deposit	RM 2,000.00	<i>Payment for electric connection by the Landlord to the Tenant during the Tenancy Period. 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>
		Connection Charges	RM 1,700.00	<i>A non-refundable payment for electric connection by the Landlord to the Tenant during the Tenancy Period.</i>
B	Fibre Optic Cable (1 Pair Fibre Optic Cable)	Connection Deposit	RM 1,000.00	<i>Payment for fibre optic cable connection by the Landlord to the Tenant during the Tenancy Period. 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>
		Connection Charges	RM 800.00	<i>A non-refundable payment for fibre optic cable connection by the Landlord to the Tenant during the Tenancy Period.</i>
C	Water	Supply Deposit	RM 500.00	<i>Payment for water supply by the Landlord to the Tenant during the Tenancy Period. Refundable free of interest at the expiry or termination of the Tenancy after deducting all sums as may be found owing to the Landlord, if any.</i>
	TOTAL		RM 6,000.00 to be paid to the Landlord's upon execution of Tenancy Agreement.	

Note: Any additional special request other than the above list would be subjected to item no. 6.0 – Procedure For Utilities Application, Tenant's Fit Out Compliance, Menara JLand.

Appendix D(1)

SCHEDULE OF PAYMENTS

	ITEMS	AMOUNT	DESCRIPTIONS
A	Rental	RM 3,960.00 (RM2.40 X 1,650 sq ft)	<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 Charges	RM 2,475.00 (RM1.50 X 1,650 sq ft)	<i>Service 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	TOTAL	RM 6,435.00 as Booking Fees to be paid upon acceptance of this Letter of Offer which shall be forfeited in the event the Tenancy Agreement is not executed pursuant to Item 18 (3)	

Appendix D (2)

SCHEDULE OF PAYMENTS

	ITEMS	AMOUNT	DESCRIPTIONS
A	Security Deposit	RM 19,305.00	<i>A sum equivalent to three (3) months Rental and three (3) months Service Charges, 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>
B	Utilities Deposit:	RM 3,217.50	<i>A sum equivalent to half (0.5) month rental and half (0.5) month service Charge 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>
C	Fit-Out Fees	RM 1,000.00	<i>A non-refundable payment for water and electricity supplied by the Landlord to the Tenant during the Licence Period.</i>
D	Fit-Out Deposit	RM 5,000.00	<i>As security for the due observance and performance by the Tenant during the Licence Period. The Landlord shall be entitled to transfer and/or convert the Fit-Out Deposit to Restoration Deposit and thereupon the Tenant shall in the event of a shortfall between the Fit-Out Deposit and Restoration Deposit ["the Shortfall"] and upon the request of the Landlord, deposit with the Landlord within seven (7) days from the date of the Landlord's request such shortfall. This deposit is 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>
E	Admin Fees	RM 500.00	<i>Our cost and disbursement in administering the process.</i>
F	Stamp Duty	RM 636.00	<i>All costs and expenses in relation to the Tenancy shall be borne by the Tenant.</i>
G	Mail Box Deposit	RM 100.00	<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>
H	Connection Deposit and Charges	RM 6,000.00	<i>As per Appendix C</i>
	TOTAL	RM 35,758.50	for Balance Payment make in favour of JOHOR LAND BERHAD to be paid to the Landlord's upon execution of Tenancy Agreement.

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 Booking Fees, failing which our offer shall automatically lapsed and cancelled unless an extension has been allowed by us.

Payment made via Electronic Fund Transfer (EFT) / Telegraphic Transfer (TT) can be made to the following bank account details;

Account Name : JOHOR LAND BERHAD
Bank Name : BANK MUAMALAT MALAYSIA BERHAD
Bank Account Number : 01010002866719
Swift Code (BMMBMYKL)
Bank Code (01244/51249)

Please do not hesitate to contact Lukman Bin Mohd Razif at 017-7111431 should you have any further inquiries.

We look forward to receive your favorable reply.

Thank you.

Yours faithfully,
for and on behalf of **JOHOR LAND BERHAD** (12379-K)



YAKOP BIN HARON

Acting Head of Company

ACKNOWLEDGEMENT OF ACCEPTANCE

Our ref: (02) DASBPM/MJL/RSBC/Suite 10-03/1,650/2024

JOHOR LAND BERHAD (12379-K)

Kompleks Mutiara Johor Land
Jalan Bukit Mutiara
Bandar Dato' Onn
81100 Johor Bahru
Johor Darul Ta'zim

Dear Sir/Madam,

RE	: LETTER OF OFFER FOR TENANCY
Landlord	: JOHOR LAND BERHAD [197201000788 (12379-K)]
Managing Agent	: DASB PROPERTY MANAGEMENT SDN BHD (201001022192 (905962-U))
Tenant	: ROHAS SEDIABENA BUILDERS CONSORTIUM SDN BHD (202401004256 (1550106-K))
Demised Premises	: SUITE 10-03, LEVEL 10, MENARA JLAND JOHOR BAHRU CITY CENTRE, 80000 JOHOR BAHRU, JOHOR

I/We, ROHAS SEDIABENA BUILDERS CONSORTIUM SDN BHD hereby confirm that I/We, unconditionally accept your offer stated above and I/We unconditionally agree to accept and be bound by the aforesaid terms and such conditions and provisions imposed by **JOHOR LAND BERHAD (12379-K)**

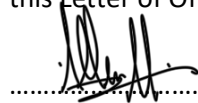
I/We confirm that this Letter of Offer shall be the binding contract between **JOHOR LAND BERHAD (12379-K)** and ourselves and we undertake to sign the Tenancy Agreement which shall be prepared by Landlord.

I/We enclose herewith our _____ (Cash/Cheque no. _____) issued in favor of **JOHOR LAND BERHAD (12379-K)** being payment of the Booking Fees as specifically provided in **Appendix D (1)** of the Letter of Offer.

Pending to the execution of the Tenancy Agreement, I/we agree that the Tenancy hereby created shall be bound by the terms and conditions as set out in the Letter of Offer.

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

We hereby further declare and confirm that no warranties, promises, representations, collateral agreements have been made to us and if, which is denied, that any such warranties, promises, representations or collateral agreements were made they have now lapsed and are superseded by this Letter of Offer.



Signed By : WAN AFFAN WAN AZMI
For and on behalf of : ROHAS SEDIABENA BUILDERS CONSORTIUM SDN BHD
Co.Stamp :
Date : 16/2/2024