



Melawati Mall

Our Ref: MY-MM-LEASE-LOO-00000742

Date : 13 December 2021

ALFA APPAREL SDN. BHD.
16-1, Jalan Putra Mahkota 7/7A,
Putra Heights,
47650 Subang Jaya,
Selangor

Attention: Mr. Wan Ahmad Fadhil,

Dear Sir(s),

**MELAWATI MALL ("BUILDING")
LETTER OF OFFER IN RESPECT OF TENANCY OF PREMISES KNOWN AS UNIT L2-35 ("DEMISED
PREMISES") LOCATED AT THE BUILDING**

**Landlord : SIME DARBY PROPERTY CAPITALAND (MELAWATI MALL) SDN. BHD.
(201101018108)**
Tenant : ALFA APPAREL SDN. BHD. (202101005188)

We are pleased to offer to you, **ALFA APPAREL SDN. BHD. (202101005188)** ("Tenant") a tenancy of the Demised Premises described in **paragraph 1 of Schedule 1** to this Letter of Offer on a **FIXED TERM** basis and on an "AS IS WHERE IS" basis and subject to the following principal terms and conditions:-

1. TERM

1.1. Subject to the provisions contained in the Agreement to Let arising from the Tenant's acceptance of this Letter of Offer ("**Agreement to Let**"), the term of the tenancy shall be as specified in **paragraph 2(a) of Schedule 1** ("**Term**") commencing the date specified in **paragraph 2(b) of Schedule 1** ("**Commencement Date**") and expiring on the date specified in **paragraph 2(c) of Schedule 1** ("**Expiry Date**").

The expression "the Tenancy" whenever used in this Letter of Offer shall mean the tenancy of the Demised Premises by the Tenant.

- 1.2. There shall be an option to renew for a further term as specified in **paragraph 3 of Schedule 1** on terms and conditions to be agreed between the parties.
- 1.3. Until the Term commences, the Tenant's right to be in the Demised Premises shall only be that of a licensee and the Landlord shall have right of access to the Demised Premises at any time the Landlord so wishes.

2. USE

2.1 Subject to the Tenant obtaining, at its own cost and expenses, all necessary approvals and licenses from all relevant authorities, the Tenant shall use the Demised Premises solely for the purpose specified in **paragraph 4 of Schedule 1** under the trading/brand name specified therein with the merchandise mix plan, visual merchandise display, layout plans including perspective and pricing structure to be approved by the Landlord.

Landlord	Tenant

2.2 The Tenant shall complete the Merchandising Mix Plan attached to this Letter of Offer and submit the same to the Landlord for approval within seven (7) days of acceptance of this Letter of Offer.

3. BASE RENT, SERVICE CHARGE AND ADVERTISING AND PROMOTION FEE

The monthly base rent ("**Base Rent**"), the service charge ("**Service Charge**") and the advertising and promotion fee ("**Advertising and Promotion Fee**") payable by the Tenant shall be as provided in **Schedule 2** to this Letter of Offer. (Collectively referred to as "**Rent**")

4. PROPORTIONATE BASE RENT, SERVICE CHARGE AND ADVERTISING AND PROMOTION FEE

If the Commencement Date does not fall on the first (1st) day of a calendar month, the Base Rent, Service Charge and Advertising and Promotion Fee payable by the Tenant on or before the Commencement Date shall be pro-rated, and thereafter the Base Rent, Service Charge and Advertising and Promotion Fee shall be paid in advance on the first (1st) day of each calendar month.

5. PAYMENT BY STANDING INSTRUCTION

5.1 The Base Rent, Service Charge and Advertising and Promotion Fee and all sales and services tax (if applicable) thereon payable by the Tenant to the Landlord under the Tenancy shall be paid by the Tenant by standing instruction given to the Tenant's financier/bank to the Landlord's Bank Account No. **21258100008060** with **RHB Bank Berhad** or at any other bank account and/or in any other manner as may be specified by the Landlord in writing from time to time.

5.2 For the purpose of such payment by way of standing instruction, the Tenant shall sign a standing instruction form on terms and conditions prescribed by the Landlord or (if applicable) the Landlord's banker and return the same to the Landlord within seven (7) days of the Tenant's receipt of the same from the Landlord. The Tenant shall bear all bank administrative fees and/or charges (if any) in connection with such payment by way of standing instruction.

5.3 If any monies payable to the Landlord hereunder including but not limited to the Base Rent, Service Charge and Advertising and Promotion Fee hereby reserved or any part thereof shall remain unpaid for fourteen (14) days after becoming payable (whether formally demanded or not), without prejudice to the Landlord's right of re-entry provided in this Agreement, the Tenant shall pay to the Landlord:-

(a) Interest at the rate of one point five per cent (1.5%) per month on such outstanding monies calculate from the date such monies fall due for payment to the date of actual payment (before as well as after judgment); and



(b) An administrative charge at the current prevailing rate determined by the Landlord;

And the Landlord may recover such interest and/or administrative charge as if they form part of the rent in arrears and shall be paid to the Landlord on demand.

6. SECURITY DEPOSIT

6.1 Upon the acceptance of this Letter of Offer, the Tenant shall pay the security deposit ("**Security Deposit**") as provided in **paragraph 5(a) of Schedule 1** as security for the due observance and performance by the Tenant of all its obligations under the Agreement to Let.

6.2 All deposits paid to the Landlord pursuant to this Letter of Offer shall not be refundable to the Tenant during the continuance of the Agreement to Let but shall form the deposits payable by the Tenant to the Landlord under the provisions of the Tenancy Agreement. In the event that any amount shall be deducted from such deposits, the Tenant shall within seven (7) days following the Landlord's written demand top-up such deposits with the amount so deducted.

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For the avoidance of doubt, all deposits paid to the Landlord pursuant to this Letter of Offer shall not be deemed or treated as payment of Rent for any particular period and upon termination or due expiration of the Tenancy and due compliance by the Tenant of all obligations on termination or expiration to be observed and performed by the Tenant, such deposits will be refunded to the Tenant free of interest LESS any and all sums of monies which may then be found due and payable to the Landlord.

- 6.3 If the Tenant shall be in breach of any provision contained in this Letter of Offer and shall fail to remedy such breach within seven (7) days after the Landlord has notified the Tenant in writing of the breach, the Landlord shall forthwith be entitled to rescind the Agreement to Let.

7. TENANT OPERATING HOURS



- 7.1 The Tenant shall during the Term, keep the Demised Premises open for trading daily during the hours specified in **paragraph 6(a) of Schedule 1** or during such other times as the Landlord may in its absolute discretion describe or prescribe from time to time ("**Tenant Operating Hours**").
- 7.2 Should the Tenant intend not to open for business on any day, prior written approval of seven (7) days is mandatorily required to be obtained from the Landlord.
- 7.3 Unless otherwise approved by the Landlord pursuant to Sub-Clause 7.2 hereof, the Tenant shall pay to the Landlord liquidated damages calculated at the rate specified in **paragraph 6(b) of Schedule 1** (excluding sales and services tax, if applicable) for each day or any part thereof the Tenant does not open for business during the Tenant Operating Hours. The Tenant shall pay to the Landlord such liquidated damages in the next immediate month together with the Rent or shall be deducted from any monies as may be due to the Tenant.

8. GROSS TURNOVER / POINT OF SALE SYSTEM

- 8.1 In the event the Landlord has installed or installs a point of sale system ("**Building POS System**") for units/lots in the Building, the Tenant hereby irrevocably and unconditionally undertake and agree that it shall subscribe to the Building POS System.
- 8.2 Prior to the implementation of the Building POS System or the completion of the integration between the Tenant's POS System and the Building POS System, the Tenant shall submit to the Landlord on the seventh (7th) day of each calendar month and on the last day of the Term, a statement of the Tenant's Gross Turnover (as defined in **Schedule 2**) for the preceding calendar month, itemised in reasonable detail and certified by a duly authorised officer of the Tenant.
- 8.3 The Tenant shall submit to the Landlord a copy of its audited Gross Turnover for the Tenant's financial year at the end of each financial year. The Tenant shall insert the date of its financial year on the acceptance of this Letter of Offer. If the Tenant is a new company and its financial year has not been determined, it shall notify the Landlord in writing of its financial year within seven (7) days of the date of determination of its financial year. The Tenant shall notify the Landlord in writing of any subsequent change to its financial year.

9. UTILITIES

- 9.1 Where there is no utility and service (including water, gas, electricity and other utilities and/or services) being supplied by the Landlord to the Demised Premises, the Tenant shall at its own cost and expenses, arrange for the installation and testing of all meters, equipments and/or appliances relevant utilities supplier and/or authority and the Tenant shall pay to the relevant authorities or service provider all charges in respect of the supply of water, gas, electricity and other utilities and/or services supplied to the Demised Premises and any taxes thereon.

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- 9.2 Where any utility and service is supplied by the Landlord to the Demised Premises, the Tenant shall pay to the Landlord all charges in respect of the supply of water, gas, electricity and other utilities and/or services supplied to the Demised Premises and any taxes thereon.
- 9.3 Upon the acceptance of this Letter of Offer, the Tenant shall pay to the Landlord, a deposit as provided in **paragraph 5(b) of Schedule 1** hereto ("**Utility Deposit**") as security for the due performance and observance by the Tenant of Clause 9.1 and Clause 9.2. The Utility Deposit shall be refunded to the Tenant after the expiry of the Term, delivery of vacant possession of the Demised Premises to the Landlord and settlement of the last utility claim by the Landlord against the Tenant, whichever is the later, less whatever sums or sums of money which may then be found due to the Landlord as a result of breach of Clause 9.1 and Clause 9.2.

In the event of an increase in the utility consumption by the Tenant or an increase in the utility rates by the appropriate authority, the Tenant shall forthwith pay on demand an increased portion of the Utility Deposit.

10. TELEPHONE FACILITIES

The Tenant shall apply to Telekom Malaysia Berhad and/or any other relevant organisation, body or company for the installation of any telecommunication facilities and all cost and expenses for the installation and operation of all telecommunication facilities within the Demised Premises shall be borne by the Tenant.



10.A MAIL BOX

- 10A.1 Upon acceptance of this Letter of Offer, the Tenant shall pay to the Landlord the Mail Box Deposit ("**Mail Box Deposit**") as provided in **paragraph 5(c) of Schedule 1** hereto as deposit for a Mail Box at the Building as may be allocated by the Landlord to the Tenant subject to availability.
- 10A.2 In the event of any loss or damage howsoever caused to the Mail Box, the Mail Box Deposit shall be utilised towards the repair and/or replacement of the Mail Box and/or the Mail Box keys and the shortfall in the Mail Box Deposit shall be forthwith be paid by the Tenant to the Landlord.

11. FITTING OUT WORKS AND REINSTATEMENT

- 11.1 The Demised Premises will be delivered to the Tenant in the state and condition and with the fittings, fixtures and installations more particularly listed in the **Annexure A** hereto. It is intended that possession shall be given to the Tenant on the date specified in **paragraph 7(a) of Schedule 1** ("**Date of Taking Possession**"). The Landlord may deliver possession of the Demised Premises to the Tenant on an earlier date and the Tenant shall accept delivery of the Demised Premises on the date specified in the notice from the Landlord to the Tenant for the Tenant to take possession of the Demised Premises ("**Notice to Take Possession**"). The Tenant's failure to take possession on the date notified by the Landlord shall be deemed a material breach which would entitle the Landlord to terminate the Agreement to Let. If there is any delay in giving possession, the Landlord will inform the Tenant of the same and the Tenant shall agree to the later date. The Landlord shall, however, not be responsible for any costs, expenses or damages or loss of profits incurred due to any changes in the date of handing over possession.
- 11.2 The Tenant shall be entitled to a rent-free fitting out period specified in **paragraph 7(b) of Schedule 1** commencing from the date specified in the Notice to Take Possession of the Demised Premises to carry out and complete all the fitting out works.

For the purpose of this Clause 11, the phrase "fitting out works" shall include all renovations, alterations, variations and/or additions to the Demised Premises and the finishes, fittings, fixtures and installations described in the **Annexure A** hereto.

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- 11.3 Upon the acceptance of this Letter of Offer, the Tenant shall pay to the Landlord a fitting out deposit ("**Fitting Out Deposit**") specified in **paragraph 7(c) of Schedule 1** as security for the due performance and observance of Clause 11.

After satisfactory completion of the fitting out works and upon inspection by the Landlord to ensure compliance with all the conditions of approval in respect of the fitting out works, the Fitting Out Deposit shall be converted into the Reinstatement Deposit ("**Reinstatement Deposit**") as security for the due compliance of the Tenant's covenants in Sub-Clause 11.17.

In the event the Fitting Out Deposit has been utilised to pay for any cleaning, clearing up, repairing and/or replacing works caused by the fitting out works, the Tenant shall within seven (7) days of a written demand from the Landlord pay the sum equivalent to the difference between the Fitting Out Deposit and the balance of the Fitting Out Deposit towards payment of the Reinstatement Deposit.



The Reinstatement Deposit shall be refunded to the Tenant after the expiry of the Term and upon certification by the Landlord of completion of reinstatement, whichever shall be the later, free of interest. In the event the Reinstatement Deposit is reduced due to deductions by the Landlord in accordance with the terms stipulated in this Letter of Offer or the Tenancy Agreement and such deductions are insufficient to reimburse the Landlord for losses, damages, costs or expenses whatsoever as may be incurred or sustained by the Landlord in respect of the reinstatement of the Demised Premises, the Tenant shall forthwith pay to the Landlord the deficient amount upon demand by the Landlord.

- 11.4 The Tenant shall submit to the Landlord the fitting out plans no later than seven (7) days from the date of the acceptance of this Letter of Offer. The Landlord may require the Tenant to amend or alter the fitting out plans to bring them into conformity with the Tenant's Design Criteria for the Building to comply with any obligations of the Tenant hereunder or with any law, regulation or requirement of any relevant authorities and the Tenant shall accordingly amend the fitting out plans to comply with the Landlord's requirements.
- 11.5 Notwithstanding the Tenant's possession of the Demised Premises referred to in Sub-Clause 11.2 hereof, the Tenant shall not carry out any fitting out works in or about the Demised Premises unless the fitting out plans have first been approved in writing by the Landlord and where applicable, the approval in writing of the relevant authorities shall have been duly obtained by the Tenant.
- 11.6 All fitting out works shall be carried out by the Tenant at its own cost and expenses and in compliance with all relevant laws and regulations and all requirements of the relevant authorities and all requirements set out in the Landlord's Tenancy Design Guidelines, the Tenant's Design Criteria and the Hoarding Design Criteria.
- 11.7 The Tenant shall diligently carry out and complete the fitting out works in the Demised Premises with due care and diligence and in a good workmanlike manner and in accordance with the fitting out plans approved by the Landlord and the approvals of the relevant authorities.
- 11.8 Upon acceptance of this Letter of Offer, the Tenant shall pay to the Landlord a non-refundable administrative charge as provided in **paragraph 5(d) of Schedule 1** for temporary supply of electricity and water; use of established toilet subject to availability; use of lift facilities when available; disposal of rubbish or debris from the main contractor's or the Landlord's designated dumping points; general site safety and security; process and issuance of security passes for the Tenant or the Tenant's contractors; and traffic control and issuance of gate pass for vehicle entering and leaving the site to facilitate the fitting out works ("**Temporary Utility Charges**").
- 11.9 In addition to the Temporary Utility Charges, the Tenant shall on demand pay to or reimburse the Landlord all the costs, fees or charges incurred by the Landlord for and in connection with

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approving the fitting out plans and supervising the fitting out works carried out by the Tenant to ensure that the fitting out works are carried out in accordance with the fitting out plans.

- 11.10 The Tenant shall be liable for and shall indemnify the Landlord against any expense, liability, loss, claim or proceedings in respect of personal injury to or death to any persons whomsoever or any injury or damage whatsoever to any property real or personal (including any damage to the Building or any part thereof) arising out of or in connection with the fitting out works.
- 11.11 All the fitting out works in progress or executed, and all materials, goods, stocks and other things brought into the Demised Premises or any area in the Building for or in connection with any fitting out works shall be at the sole risk of the Tenant with regard to any loss thereof and/or any damage thereto.
- 11.12 The Tenant shall perform and complete all such works as may be prescribed by the Landlord and ensure that from time to time and in particular on completion of the fitting out works all rubbish, work and debris are duly removed from the Demised Premises and the Building and all damages to the Building, the Demised Premises or any part thereof, if any, have been made good to the satisfaction of the Landlord.
- 11.13 Without prejudice to and in addition to Sub-Clause 11.3 hereof, if the Tenant fails or neglects to observe or perform the provisions of Sub-Clause 11.12, the Landlord shall be entitled to appropriate the Fitting Out Deposit or any part thereof to compensate the Landlord for any loss and/or damage and/or to provide for any contingent liabilities incurred and/or suffered by the Landlord due to the Tenant's breach of the provisions of Sub-Clause 11.12 hereof.
- 11.14 Any delay in completing the fitting out works shall not be a ground to delay the commencement of the Term.
- 11.15 In the event that the Landlord and/or relevant authorities require any of the fitting out works to be altered or removed, the Tenant shall forthwith do so at its own cost and expenses.
- 11.16 During the Term, the Tenant shall keep and maintain the interior of the Demised Premises and the display of merchandise in the display windows of the Demised Premises to such standard and of a composition in conformity with such standard and requirements as may be determined by the Landlord, at its sole and absolute discretion, from time to time and at any time. The Tenant shall carry out such further fitting out, renovation and/or other works as the Landlord may, at its sole and absolute discretion, require by notice in writing to the Tenant from time to time during the Term.
- 11.17 On the expiry or earlier termination of the Term, unless otherwise required by the Landlord in writing, the Tenant shall reinstate the Demised Premises to its original state and condition as it was when the Tenant first took possession of the Demised Premises from the Landlord (prior to commencement of the term of the first Tenancy Agreement for the Demised Premises entered into between the Tenant and the Landlord) as specified in Annexure A to the satisfaction of the Landlord. This would include reinstatement of the Demised Premises to its bare form and free from any fittings/fixtures. Prior to carrying out any fitting out works, reinstatement works, renovation works and/or any addition and/or alteration works in or at the Demised Premises, the Landlord's contractors are authorised by the Tenant to erect hoarding at the Demised Premises at the Tenant's costs and in accordance with the Landlord's Hoarding Design Criteria. The cost of erecting the hoarding is as specified in **paragraph 7(e) of Schedule 1**, and these costs shall be borne by the Tenant and is to be paid prior to the commencement of any abovementioned works.
- 11.18 For the purpose of carrying out any electrical, mechanical and fire protection works in the Demised Premises and any hoarding works at the Demised Premises, the Tenant shall only employ such contractor(s) as shall be nominated by the Landlord.

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For the purpose of carrying out all other fitting out works, the Tenant shall only employ such contractor(s) as shall be approved or nominated by the Landlord in writing, such approval shall not be unreasonably withheld.

The contractor(s) as are approved or nominated by the Landlord shall in no way be deemed to be the Landlord's agents or employees and the Tenant shall have no claim against the Landlord in respect of any matters whatsoever arising out of or in connection with such nomination or approval.

- 11.19 The Tenant has to ensure that the appointed contractor(s) take out an all risk insurance policy/cover note in the joint names of the appointed contractor(s) and the Landlord with an insurance company to be approved by the Landlord and shall extend copies of the insurance policy/cover note to the Landlord prior to the commencement of the fitting out works. The minimum insured sum shall not be less than the sum stated in **paragraph 7(d) of Schedule 1** covering the entire fitting out period.

12. TENANCY AGREEMENT

- 12.1 Upon the Tenant's acceptance of this Letter of Offer, a binding contract is deemed to have been made between the Landlord and Tenant based upon the terms and conditions herein contained.
- 12.2 The Tenant shall execute the standard Tenancy Agreement prepared by the Landlord or the Landlord's solicitors ("**Tenancy Agreement**") within fourteen (14) days from the date of its receipt of the engrossed Tenancy Agreement from the Landlord or the Landlord's solicitors failing which the Landlord has the absolute discretion to deem the Tenancy as automatically repudiated entitling the Landlord (a) where the Term has not commenced, to rescind the Agreement to Let, or as the case may be (b) where the Term has commenced, to exercise its right of re-entry and forfeiture; and/or (c) in either case, to exercise such other rights or remedies available to the Landlord under this Letter of Offer and/or the Landlord's standard Tenancy Agreement and/or at law.
- 12.3 In the event of termination by the Landlord, the Tenant hereby irrevocably agrees to yield up the Demised Premises peacefully and handover vacant possession of the same to the Landlord. The Tenant hereby agrees that the Tenant shall not make any claims or take any legal action against the Landlord for any loss and/or damages suffered by the Tenant due to termination of the Tenancy arising from a breach of this provision by the Tenant.
- 12.4 This Agreement to Let shall be binding on the heirs, personal representatives, and successors-in-title and permitted assigns of the Tenant.

13. SALES AND SERVICES TAX (SST) (IF APPLICABLE)



The Tenant shall pay all sales and services tax ("**SST**"), if applicable or any tax of a similar nature that may be its substitute or that may be additionally levied in respect of any payment made under the provision contained in this Letter of Offer.

14. LEGAL COSTS, ADMINISTRATIVE AND STAMP FEES

The Tenant shall pay all legal costs (on a full indemnity basis), administrative fees, stamp duties and other costs incurred in connection with this Letter of Offer, the Tenancy Agreement and any other documents to be prepared in pursuance to this Letter of Offer, including the Landlord's legal costs and administrative fees.

15. INSURANCE

The Tenant shall, at its own cost and expenses, effect and maintain insurance policies against any and all claims, losses, liabilities or other risks arising from public or any third parties and against all

Landlord	Tenant
	

risks and damage to the furniture, plate and tempered glass, fixtures and fittings in or of the Demised Premises and all parts thereof which the Tenant is obliged to keep in repair under the provisions of the Tenancy Agreement in the sum specified in **paragraph 8 of Schedule 1**.

Provided Always that if the Tenant shall at any time fail to keep the Demised Premises insured as aforesaid, the Landlord may do all things necessary to effect and maintain such insurance and any money expended for that purpose shall be repaid by the Tenant to the Landlord who may recover the same as rent in arrears.

16. NO ASSIGNMENT

16.1 The Tenant shall not be entitled to assign the whole or any part of the Agreement to Let nor to sub-let, license or in any way dispose of or part with possession of the Demised Premises.

16.2 The Landlord may however assign all its rights and interest in this Agreement to Let. Where the Landlord assigns its rights and interest hereunder (including its transfer of all deposits paid to the Landlord pursuant to this Letter of Offer), the Tenant shall, by the acceptance of this Letter of Offer, be deemed to have consented to any such assignment. It is hereby agreed that the Tenant shall accept the assignee as the new landlord and will release the Landlord from all its obligations under this Letter of Offer and the Tenancy Agreement. Where required by the Landlord, the Tenant shall execute any agreement or assignment made or to be made by the Landlord and its assignee, such agreement or assignment to be prepared by and at the expenses of the Landlord.

17. NO SIMILAR BUSINESS

During the period commencing the Commencement Date until expiry of the Term, the Tenant shall not own, operate, maintain or control whether directly or indirectly or in any way participate in the ownership, management or control, operation or profits of any business similar to or in competition with that conducted in the Demised Premises within a radius specified in **paragraph 9(a) of Schedule 1** from the boundaries of the Building provided that this clause shall not apply to the Tenant's existing business at the location(s) and under the name(s) specified in **paragraph 9(b) of Schedule 1**.

18. TITLE

The Landlord shall not be required to deduce its title to the Demised Premises nor reply to any requisitions on title.

19. TENANT NOT TO LODGE CAVEAT, REGISTER TENANCY AGREEMENT OR REQUIRE SUB-DIVISION

19.1 The Tenant shall not at any time register the Agreement to Let or the Tenancy Agreement or lodge a caveat in respect of the Agreement to Let or Tenancy Agreement at any Land Office or any other registry of land titles in Malaysia.

19.2 The Tenant shall not require the Landlord or do any act or thing which could result in the Landlord being required to sub-divide the Building or any part of it.

20. LANDLORD'S RIGHT TO TERMINATE/DEAL WITH BUILDING AND DEMISED PREMISES

Notwithstanding any other provision in the Letter of Offer and the Tenancy Agreement and notwithstanding that the Tenant has given notice to exercise the option to renew and the Landlord has granted the same, the Landlord may at any time without liability to the Tenant, and without prejudice to the Landlord's rights against the Tenant for any antecedent breaches, terminate the Tenancy and the Term:-



(a) by giving to the Tenant one (1) month's notice in writing in the event that:

Landlord	Tenant
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- (i) any approval from government authorities for the use of the Demised Premises as provided for in the Tenancy is not granted or withdrawn; or
 - (ii) any notice is received by the Landlord from the relevant authorities for the acquisition of the Demised Premises or any part thereof;
- OR
- (b) by giving to the Tenant three (3) months' notice in writing in the event the Landlord determines in its absolute discretion that:
 - (i) the Building is to be demolished for re-development;
 - (ii) the Building or any part thereof is to be renovated, retrofitted, refurbished and/or altered and the Landlord at its sole discretion determines that it requires possession of the Demised Premises for the purpose of or in connection with the renovation, retrofitting, refurbishment and/or alteration; and/or
 - (iii) there be a change of use for the Building or any part thereof (a) affecting the Demised Premises, and/or (b) such that vacant possession of the Demised Premises is required by the Landlord.

21. ALTERATIONS AND ADDITIONS / REVISION OF BOUNDARIES

- 21.1 The Landlord, may, at its sole and absolute discretion, at any time during the Term, renovate, retrofit, refurbish and/or alter the interior and/or exterior of the Building or any part thereof, including without limitation, such works and/or alterations affecting the boundaries of some or all units within the Building.
- 21.2 Without prejudice to the Landlord's right to terminate the Tenancy Agreement as provided in Clause 20 above, where termination is not required by the Landlord, the Tenant shall accept revised boundaries in relation to the Demised Premises, where applicable, and the Tenant shall accept any additional or lesser area constructed in whatever basis, standard design and/or specifications as the Landlord may determine.
- 21.3 If the floor area of the Demised Premises is affected by the revision of the boundaries:
 - (a) the Tenant undertakes to lease the additional area ("**Additional Area**"), if any, resulting from the revision at the same rate of Base Rent, Service Charge and Advertising and Promotion Fee and upon the same terms as the Tenancy Agreement for the Demised Premises by executing a variation of the Tenancy Agreement to include the Additional Area on such terms as may be determined by the Landlord; or
 - (b) in the event the boundaries of the Demised Premises are set back, the Tenant undertakes to surrender the area which fall outside the revised boundaries and execute a deed of surrender and variation in respect of the said space on such terms as may be determined by the Landlord and the Tenancy for the remainder of the Demised Premises shall remain in full force and effect.
- 21.4 The floor area of the Demised Premises shall be determined by the Landlord's surveyor after completion of the works. The determination by the Landlord's surveyor shall be final and binding on the parties.
- 21.5 Upon re-survey by the Landlord's surveyor, the monthly Base Rent, Service Charge and Advertising and Promotion Fee shall be adjusted accordingly. The adjustment shall take effect from the date of completion of the works. Any shortfall in the Base Rent, Service Charge and Advertising and Promotion Fee and any shortfall in the relevant deposits paid to the Landlord under this Letter of Offer shall be paid by the Tenant to the Landlord within seven (7) days of the Landlord's notice to the Tenant. Any excess shall be credited into the Tenant's account with the Landlord and applied towards the Base Rent, Service Charge and Advertising and Promotion Fee next payable and any other outstanding charges.

Landlord	Tenant
	



- 21.6 Subject to the prior written approval of the Landlord and the relevant authorities, the Tenant shall carry out at its own cost and expenses any fitting out works, alteration/modification to the Demised Premises and Additional Area as may be required by the Tenant for its use and occupation in accordance with the provisions of the Tenancy Agreement, the Tenancy Design Guidelines and the Tenant's Design Criteria.
- 21.7 The Tenant shall extend its fullest co-operation to the Landlord in relation to all works undertaken and the Landlord will endeavour to ensure that there is minimal disruption to the Tenant.
- 21.8 The Tenant shall execute all necessary documents to effect the variation, surrender or termination to be prepared by the Landlord's solicitors at the Tenant's cost and expenses. The Tenant shall be liable for all stamp duties payable in relation to the variation, surrender or any other document.

22. MINIMUM PAID-UP CAPITAL AND LETTER OF GUARANTEE

- 22.1 If the Tenant is a company limited by shares, the Tenant shall ensure that the Tenant's minimum paid-up capital shall be maintained at a sum no less than the amount specified in **paragraph 10 of Schedule 1** throughout the Term.
- 22.2 In addition to Clause 22.1, the Tenant shall simultaneously with the execution of the Tenancy Agreement procure the directors (including de facto and shadow directors) and/or controlling shareholder of such Tenant or any person whom the Landlord may require to execute and deliver a Letter of Guarantee and Indemnity in favour of the Landlord guaranteeing the due and punctual performance and observance of all covenants and obligations on the part of the Tenant in respect of the Tenancy of the Demised Premises upon such terms and conditions as may be stipulated by the Landlord and at the costs and expenses of the Tenant.

23. RESCISSION BY LANDLORD

- 23.1 The following constitute events of default upon which the Landlord may, without prejudice to any other rights or remedies it may have against the Tenant, rescind the Agreement to Let arising from the Tenant's acceptance of this Letter of Offer:-
- (a) if the Tenant fails to pay any monies within seven (7) days after they become due in accordance with this Letter of Offer;
- (b) if the Tenant breaches or threatens to breach any of the terms contained in this Letter of Offer (other than the obligations to pay any monies that become due) and if the breach is capable of being remedied and is not so remedied within seven (7) days after receipt of notice from the Landlord specifying the particular breach and requiring the Tenant to remedy the same;
- (c) where the Tenant is a company or a corporation and:-
- (i) the Tenant is unable to pay its debts as they fall due;
- (ii) the Tenant enters into voluntary or compulsory liquidation (except for the purpose of amalgamation or reconstruction);
- (iii) a proposal is made to the Tenant's creditors for a composition in satisfaction of the Tenant's debts or a scheme of arrangement of the Tenant's affairs; or
- (iv) an application is made to the court for the appointment of a receiver or a judicial manager or a receiver and manager is appointed over the assets and/or undertaking of the Tenant or any part thereof;
- (d) where the Tenant is an individual and:-
- (i) the Tenant is unable to pay its debts as they fall due;

Landlord	Tenant
	

- (ii) an interim order under the Bankruptcy Act or a bankruptcy order is made or any bankruptcy petition is presented against the Tenant;
- (iii) a proposal is made to the Tenant's creditors for a composition in satisfaction of the Tenant's debts or a scheme of arrangement of the Tenant's affairs; or
- (iv) a receiver is appointed in respect of the Tenant's property; or
- (e) if any execution is levied on the goods of the Tenant and the same is not discharged within seven (7) days of the date of the execution.
- (f) if the Tenant abandons the Demised Premises and in the Landlord's absolute discretion is without just cause or otherwise unilaterally determines and/or terminates this Agreement before the execution of the Tenancy Agreement but during the Term hereby created, then it shall be taken that this Agreement has been terminated by the Tenant unilaterally and the Landlord shall be entitled to forthwith take possession of the Demised Premises and forfeit absolutely the Security Deposit and all monies paid by the Tenant herein. The Tenant shall forthwith pay to the Landlord a sum equal to the Rent, Service Charge and Advertising and Promotion Fee for the whole of the unexpired period of the Term as agreed liquidated damages which shall together with any arrears be recoverable as a debt due to the Landlord, without prejudice to the Landlord's right of action against the Tenant for any antecedent breaches of this Agreement.

In addition to the foregoing above, the Tenant shall be liable to forthwith pay to the Landlord a sum equivalent to double the Rent from the date of termination of this Agreement until the date of delivery of vacant possession of the Demised Premises to the Landlord.



23.2 Notwithstanding anything herein provided, upon rescission by the Landlord and if the Term has commenced, the Term shall terminate or if the Term has not commenced, the Tenant's license to be on the Demised Premises shall terminate. The Landlord shall also have upon rescission, the right to re-enter the Demised Premises and exclude the Tenant in accordance with the terms and conditions provided in this Agreement.

23.3 Upon such rescission:-

- (a) the Tenant's interest in and the rights in relation to the Demised Premises shall cease and determine and all fixtures in them shall be retained by the Landlord without any right on the Tenant's part to any compensation or allowance; but
- (b) the Tenant shall pay to the Landlord compensation and damages for the loss of Rent suffered by the Landlord consequential upon such rescission and the Landlord will retain all rights and remedies against the Tenant for the antecedent breach, non-observance or non-performance of his obligations under the Agreement to Let arising out of the acceptance of this Letter of Offer; and
- (c) the Security Deposit shall be forfeited by the Landlord without prejudice to any other remedy which the Landlord may be entitled.

24. RIGHT OF ACCESS

- (a) The Tenant shall permit the Landlord and its agents and all persons duly authorised by it:-
 - (i) to enter upon the Demised Premises in the event the Tenancy is deemed repudiated and if otherwise, to do such upgrading, retrofitting, repairs or other works which the Landlord may consider desirable, including, without prejudice to the generality of the foregoing, laying or fixing all pipes ducts wires cables and other apparatus for water gas sewerage air-conditioning and electricity as the Landlord may from time to time require for the general purposes of the Building or otherwise;
 - (ii) to enter upon the Demised Premises for the purpose of ascertaining that the covenants and conditions of this Agreement have been observed and performed;

Landlord	Tenant
	


- (iii) to view (and to open up floors and ceiling where the same is required in order to view) the state of repair and condition of the Demised Premises; and
 - (iv) to give to the Tenant (or leave upon the Demised Premises) a notice specifying any repairs, cleaning, maintenance and painting that the Tenant has failed to execute in breach of the terms hereof and to request the Tenant forthwith to execute the same including the making good of the said opening-up (if any);
- (b) The Tenant shall forthwith repair, clean, maintain and paint the Demised Premises in a good and workmanlike manner and as required by such notice;
- (c) If the Tenant shall not within fourteen (14) days after the service of such notice proceed diligently with the execution of such repairs or works or if the Tenant shall fail to complete the said works or repairs within the time required by the Landlord in the aforesaid notice, then in either event the agents or servants of or any persons duly authorised by the Landlord may enter upon the Demised Premises and execute such repairs or works and the Tenant shall fully indemnify forthwith the Landlord in respect of all costs (including legal and other professional costs) incurred.

25. EXEMPTION OF LIABILITY

- 25.1 Notwithstanding anything herein contained, the Landlord shall not in any way be responsible or liable to the Tenant or its agents invitees and licensees who may be permitted to enter or use the Demised Premises or the Building or any part thereof for accidents happening or injuries sustained whether resulting in death or not for loss of or damage to property goods or chattels in the Demised Premises or the Building or any part thereof howsoever caused and the Tenant shall keep the Landlord fully indemnified against the same.
- 25.2 Notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of or arising out of:-
- (a) any interruption, disruption or cessation in the Tenant's enjoyment of the Demised Premises or in any of the services mentioned in this Agreement by reason of:-
 - (i) any upgrading, redevelopment, retrofitting, necessary repair or maintenance of the Demised Premises, revision of boundaries of the Demised Premises, Building or any installation, systems or apparatus; or
 - (ii) any damage or destruction to the Demised Premises, Building, installation, systems or apparatus or any part thereof; or
 - (iii) any defect or breakdown of any installation, systems or apparatus or any part thereof; or
 - (iv) a strike of workmen or others or labour disputes or riot or fire or a shortage of electricity, fuel, materials, water, labour, or inevitable accident or inclement conditions or Act of God and or other cause beyond the control of the Landlord;
 - (b) any act omission default misconduct or negligence of the Landlord or any porter, janitor, attendant or other agent or employee of the Landlord in or about the performance and purported performance of any duties herein;
 - (c) any damage injury or loss sustained by the Tenant from leakage or overflow of the piping wiring or sprinkler system in the Building and/or out of any defect in the structure of the Building or the defective working of any of the installation, systems and apparatus in the Building or for failure of the supply of electricity or other utilities to the Building or the Demised Premises.

26. CONFIDENTIALITY

The Tenant agrees and undertakes to keep confidential and not to disclose to any third party any information in respect of, arising from or in connection with this Letter of Offer and the Tenancy

Landlord	Tenant
	

Agreement unless the disclosure is required by law or made with the prior written consent of the Landlord or its agent.

27. JOINT AND SEVERAL LIABILITY

Where two or more persons or parties are included or comprised in any expression, agreements, covenants, terms, stipulations and undertakings expressed to be made to such persons or parties shall, unless expressly stated to the contrary, be enforceable by them jointly and severally and agreements, covenants, terms, stipulations and undertakings expressed to be made by or on the part of such persons or parties shall be deemed to be made by and binding upon such persons or parties jointly and severally.

28. RULES AND REGULATIONS

The Tenant shall adhere to and comply with all directives, rules and regulations issued and imposed by the Landlord and the Management of the Building at their absolute discretion from time to time and at any time.

29. EXCLUSION OF THIRD PARTY RIGHTS

A person or entity who is not a party to this Letter of Offer and the Tenancy Agreement shall not have any right to enforce any of the provisions of this Letter of Offer or the Tenancy Agreement.

30. SEVERANCE

The illegality, invalidity or unenforceability of any provision of this Letter of Offer under the law of any jurisdiction shall not affect its legality, validity or enforceability under the law of any other jurisdiction nor the legality, validity or enforceability of any other provision.

31. ENTIRE AGREEMENT

The documents referred to herein constitute all the rights and obligations between the Tenant and the Landlord and shall supersede any oral or written statement, representation, warranty, promise or agreement made prior to this Letter of Offer.

32. NO REPRESENTATION



32.1 The Landlord shall not be bound by any representation or promise (written or otherwise) with respect to the Building and its appurtenances, or in respect of the Demised Premises, except as expressly set forth in this Letter of Offer and shall in no way be modified by any oral discussions which may have preceded the acceptance of the Letter of Offer.

32.2 The Tenant shall obtain at its own expenses all relevant approvals for the use of the Demised Premises for the Tenant's intended use and the Landlord makes no representation that the Demised Premises can be used or is suitable for the purpose intended by the Tenant.

32.3 The Landlord does not expressly or impliedly warrant that the Demised Premises is now or will remain suitable or adequate for all or any of the purposes of the Tenant and all warranties (if any) as to suitability and adequacy of the Demised Premises implied by law are hereby expressly negated.

33. CONTINUING EFFECT

The provisions of this Letter of Offer shall remain in full force and effect after the Tenancy Agreement has been entered into in so far as they are still required to be observed and performed and are not provided for in the Tenancy Agreement

Landlord	Tenant
	

34. GOVERNING LAW

This Letter of Offer and any other agreements arising from its acceptance shall be governed by and construed in accordance with the laws of Malaysia.

35. VARIATIONS TO ABOVE CLAUSES

Variations of the clauses in this Letter of Offer are set out in **Schedule 3** of this Letter of Offer and the provisions in **Schedule 3** shall supersede the relevant provisions in this Letter of Offer, unless otherwise expressly provided.

36. SPECIAL CONDITIONS

The terms and conditions (if any) set out in **Schedule 4** of this Letter of Offer shall apply and be binding on the Tenant.

37. ANTI-CORRUPTION

37.1 The Tenant acknowledges that the group of which the Landlord forms part is committed to conducting its business in an ethical manner and expects all its employees and parties with which it has a contractual relationship to conduct themselves with high ethical standards and to comply with applicable laws for the suppression of corrupt practices ("Anti-Corruption Laws").



37.2 The Tenant represents and warrants that, to the best of its knowledge, neither it nor any person who (by reference to all relevant circumstances) performs services or acts for or on behalf the Tenant in any capacity (including, without limitation, employees, agents, related corporations, and subcontractors) ("Representatives") has contravened, or procured or encouraged third parties (including, for the avoidance of doubt, the employees or any person acting on Landlord's behalf) to contravene any Anti-Corruption Laws in connection with the Agreement.

37.3 The Tenant shall immediately notify Landlord if, any person employed by Landlord or acting on Landlord's behalf or any of the Tenant's Representatives, has contravened or attempted to contravene any Anti-Corruption Laws in connection with the Agreement, and shall take adequate steps to protect the interests of both the Tenant and Landlord. All notices to Landlord in this regard should be sent to the Head of Group Internal Audit of CapitaLand Limited at the following email address whistleblowing@melawati.com.

37.4 The Landlord shall be entitled to terminate this Agreement forthwith if the Tenant or any of its Representatives has contravened or attempted to contravene any Anti-Corruption Laws, whether in connection with the Agreement or otherwise. Such termination shall be without prejudice to the Landlord's other rights and remedies whether under the Agreement or otherwise.

38. PERSONAL DATA PROTECTION ACT 2010 (PDPA)


In line with this Agreement, the Tenant hereby acknowledges and consents that the Landlord shall collect, use and/or disclose the Tenant's Personal Data in line with the Landlord's Personal Data Protection Policy which can be publicly accessed at <https://www.capitaland.com/international/en/legal-notices/privacy-policy.html>.

Landlord	Tenant
	



This offer may be accepted by the Tenant by signing the duplicate copy of this Letter of Offer on the portion marked "**Letter of Acceptance**" and returning it to us on or before **1.00 pm on 20 December 2021** together with the duly completed Proforma on Tenant attached hereto as **Appendix A** and payment of the monies set out in the Letter of Acceptance.

If this offer is not accepted in the manner set out above by the Tenant and received by the Landlord by **1.00 pm on 20 December 2021**, it shall automatically lapse and be of no further effect.

Yours faithfully
For and on behalf of
Sime Darby Property CapitaLand (Melawati Mall) Sdn. Bhd.





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Cheryl Goh
Assistant Centre Manager

Landlord	Tenant
	

SCHEDULE 1**(Which shall be taken, read and construed as essential of this Letter of Offer)**

Paragraph	Particulars
1.	Demised Premises : Unit No. L2-35 (Provisional No.) Location : Second Floor Building Name: Melawati Mall Address of Building: UP2-01, Melawati Mall, 355, Jalan Bandar Melawati, Pusat Bandar Melawati, 53100 Kuala Lumpur. Built-up/Floor Area: approximately 626.00 square feet (approximately 58.16 square metres), [subject to survey by Landlord's surveyor whose determination shall be final and binding on the parties] and as shown in the sketch plan attached hereto as Annexure B and edged in RED for the purposes of identification only.
2(a).	Term : Two (2) Years
2(b).	Commencement Date : 01 February 2022
2(c).	Expiry Date : 31 January 2024
3.	Further Term : Two (2) Years
4.	Permitted Use : Strictly for retailing prayer wear and in-house brand, LEYAZARA (facemask, hijabs and other related accessories) under the trade name "Telekung Rawdah" only.
5(a).	Security Deposit : RM15,775.20 , equivalent to three (3) months' Rent (calculated on the Base Rent, Service Charge and Advertising and Promotion Fee for Year Two [2] of the Term).
5(b).	Utility Deposit : RM1,000.00
5(c).	Mail Box Deposit : RM50.00
5(d).	Temporary Utility Charges : RM300.00 computed at the rate of five per centum (5%) of the Base Rent, Service Charge and Advertising and Promotion Fee or a minimum sum of RM300.00 ; whichever is higher.
6(a).	Tenant Operating Hours : 10.00am – 10.00pm daily (Monday to Sunday including Public Holiday)
6(b).	Liquidated Damages : RM172.88 per day
7(a).	Date of Taking Possession : 01 January 2022
7(b).	Fitting Out Period : One (1) Month Only from the Date of Taking Vacant Possession
7(c).	Fitting Out Deposit / Reinstatement Deposit : RM3,000.00
7(d).	Minimum Insured Sum for Fitting Out Works : Refer to Fit Out Manual
7(e).	Hoarding Charges : Not Applicable
8.	Public Liability Insurance Policy Amount for the Term : RM1 Million Only
9(a).	Radius : Not Applicable
9(b).	Tenant's Existing Business : Not Applicable
10.	Minimum Paid-Up Capital : RM100,000.00

Landlord	Tenant
	

SCHEDULE 2

(Which shall be taken, read and construed as essential of this Letter of Offer)

[BASE RENT, SERVICE CHARGE AND ADVERTISING AND PROMOTION FEE]**1. RENT PAYABLE**

1.1 The Tenant shall pay a monthly Rent in respect of the Demised Premises calculated as follows:

(i) Rent = [Base Rent + Service Charge + Advertising and Promotion Fee] + Turnover Rent A

Where : "Base Rent" is as provided in paragraph 2 below.
"Service Charge" is as provided in paragraph 3.1 below.
"Advertising and Promotion Fee" is as provided in paragraph 3.2 below.
"Turnover Rent A" = **0.5%** of the Gross Turnover per month.

or

(ii) Rent = Turnover Rent B

Where : "Turnover Rent B" = **10%** of the Gross Turnover per month,

Whichever is higher

1.2 The "Gross Turnover per month" shall be calculated in accordance with the provisions of paragraph 5 below.

2. BASE RENT

The Base Rent shall be:

Year One

Ringgit Malaysia Three Thousand Three Hundred Seventeen and Cents Eighty (RM3,317.80) only per month calculated at the rate of approximately **RM5.30** per square foot per month for the period from **01 February 2022 to 31 January 2023**.

Year Two

Ringgit Malaysia Three Thousand Five Hundred Five and Cents Sixty (RM3,505.60) only per month calculated at the rate of approximately **RM5.60** per square foot per month for the period from **01 February 2023 to 31 January 2024**.



3. SERVICE CHARGE AND ADVERTISING AND PROMOTION FEE

3.1 Subject to Clause 2.3.2 of the Tenancy Agreement, the Tenant shall pay a Service Charge in respect of the Demised Premises in the sum of **Ringgit Malaysia One Thousand Six Hundred Twenty Seven and Cents Sixty (RM1,627.60)** only per month calculated at the rate of **RM2.60** per square foot per month.

3.2 Subject to Clause 2.3.3 of the Tenancy Agreement, the Tenant shall pay an Advertising and Promotion Fee in respect of the Demised Premises in the sum of **Ringgit Malaysia One Hundred Twenty Five and Cents Twenty (RM125.20)** only per month calculated at the rate of **RM0.20** per square foot per month.

4. PAYMENT OF BASE RENT, SERVICE CHARGE AND ADVERTISING AND PROMOTION FEE

The Tenant shall pay the Base Rent, Service Charge and Advertising and Promotion Fee as well as the Sales and Services Tax ("SST") applicable thereon; monthly in advance, without demand and

Landlord	Tenant
	

without any deduction or withholding, on the first day of each calendar month. If the Commencement Date does not coincide with the 1st day of a calendar month, the first payment of the Base Rent, Service Charge and Advertising and Promotion Fee shall be paid on the Commencement Date and proportionately for the period from the Commencement Date to the end of the calendar month in which the Term commences.

5. GROSS TURNOVER AND PAYMENT OF TURNOVER RENT

5.1 The Gross Turnover in any month or (in the case of the first and last months of the Term where the Commencement and/or expiry dates of the Term do not fall on the first and last days of a calendar month respectively, where applicable) any part of a month, shall mean the aggregate of all amounts invoiced, charged, received or receivable (whether in cash or on credit or by credit or charge card or cheque or other mode of payment) by the Tenant:

5.1.1 for all goods sold, leased, hired or otherwise disposed of;

5.1.2 for all services sold or performed; and

5.1.3 from all business of any nature whatsoever conducted,

by the Tenant at, in, from or upon the Demised Premises or any part thereof, in any month, and without prejudice to the foregoing shall include:

- (i) all amounts received or receivable from orders which originated or are received or accepted at or from the Demised Premises, notwithstanding that delivery or performance is made at or from any place other the Demised Premises and notwithstanding that payment is made to a person other than the Tenant (including without limitation mail order sales, telephone sales, orders placed through a computer network or sales otherwise done electronically, and sales for which home delivery service is offered by the Tenant);
- (ii) all amounts received or receivable from orders solicited off the Demised Premises by persons operating from or reporting to the Demised Premises;
- (iii) all amounts received or receivable from sales made or services provided by means of mechanical or vending machines or devices located at the Demised Premises;
- (iv) all amounts received or receivable from sales and services which the Tenant in the normal and customary course of the Tenant's operations would or should credit or attribute to the Tenant's business on the Demised Premises;
- (v) all delivery, postage, insurance and administrative charges relating to any transactions,

Provided that:

- (a) every sale on credit terms or on an installment basis for which payment is charged to a credit or charge card shall be deemed to be a sale for the full cash price at the date when the same is made, irrespective of whether or when the Tenant receives payment;
- (b) every deposit paid by a customer (and for the purpose of this sub-paragraph a deposit shall be an amount paid to reserve or hold an item, and shall be deemed not to include the first installment payment made for a purchase by a customer on credit terms or on an installment basis to which sub-paragraph (a) above would apply) shall be included in the Gross Turnover at the time of receipt and shall be deducted from the Gross Turnover if and when repaid.

5.2 In calculating the Gross Turnover, no deduction shall be made for or in respect to the following:



5.2.1 (in the case of transactions paid by credit or charge card) any commission, discount or charge payable by the Tenant to any credit or charge card issuer;

5.2.2 any bad or doubtful debts.

Landlord	Tenant
<i>CL</i>	<i>P</i>

- 5.3 In calculating the Gross Turnover, the following shall not be taken into account or if taken into account shall be deducted:
- 5.3.1 all amounts received or receivable by the Tenant attributable to sales and services tax payable to the relevant authorities, if any, imposed directly on the Tenant in respect of the supply of goods or services by it, insofar as such tax is actually paid or accounted for by the Tenant to the inland revenue or other relevant taxing authority;
 - 5.3.2 any discounts customarily allowed by the Tenant to its employees or granted to selected customers of the Tenant in respect of goods or services supplied to them by the Tenant;
 - 5.3.3 amounts which would reasonably and properly be allowed on goods traded in by customers in the ordinary course of the Tenant's business;
 - 5.3.4 the amount of any cash refund or credit given to a customer when goods are returned, provided that such cash refund or credit does not exceed the sale price of the goods returned included in the Gross Turnover previously;
 - 5.3.5 the sale price of goods returned by a customer for exchange, Provided that the sale price of the goods returned has been included in the Gross Turnover previously and the sale price of the goods exchanged for has been included in the Gross Turnover;
 - 5.3.6 allowances made or discounts given in respect of defective or unsatisfactory goods or services, Provided that such allowances or discounts do not exceed the sale price of the goods returned or the charges for the services rendered which were included in the Gross Turnover previously;
 - 5.3.7 the value of goods transferred from the Demised Premises to other premises of the Tenant, Provided that such transfer is not made for the purpose of fulfilling an order or consummating a sale which originated or was received or accepted at or from the Demised Premises or which was solicited by persons operating from or reporting to the Demised Premises;
 - 5.3.8 the value of goods returned to shippers, wholesalers and manufacturers;
 - 5.3.9 interest charges and credit account service charges.
- 5.4 Within seven (7) days from the end of each month, the Tenant shall certify to the Landlord the amount of Gross Turnover in respect of that month. The certificate ("**Certificate**") shall be signed by the Tenant's managing director, executive director, general manager, or such other officer or senior executive of the Tenant acceptable to the Landlord ("**Tenant's Authorised Officer**"). Where the Building POS System is operational, the Tenant shall not be required to submit the certificate. In the event of a breakdown of the Building POS System at any time during the month, the Tenant shall submit the Gross Turnover in respect of the day or days the Building POS System is not operational to the Landlord, duly certified by the Tenant's Authorised Officer.
- 5.5 The Landlord shall on the basis of the Certificate or the data from the Building POS System, calculate Turnover Rent A and Turnover Rent B.
- (i) Where Turnover Rent B is higher than the amount calculated in accordance with paragraph 1.1(i) above, the Landlord shall invoice the Tenant for the Additional Rent payable for the relevant month calculated as follows:

$$\text{Additional Rent} = \text{Turnover Rent B less [Base Rent + Service Charge + Advertising and Promotion Fee]}$$

Landlord	Tenant
	

- (ii) Where Turnover Rent B is lower than the amount calculated in accordance with paragraph 1.1(i) above, the Landlord shall invoice the Tenant for the Additional Rent payable for the relevant month calculated as follows:

$$\text{Additional Rent} = \text{Turnover Rent A}$$



- 5.6 The Tenant shall make payment of the Additional Rent as well as the SST applicable thereon; to the Landlord within seven (7) days from the service of the Landlord's invoice.
- 5.7 In the event the Tenant fails to submit the Certificate within the time stipulated in respect of any month, the Turnover Rent shall be calculated on the average Gross Turnover for the preceding six (6) months or where Certificates for the preceding six (6) months are not available, the average Gross Turnover for such lesser number of preceding months as are available to the Landlord shall be used for such calculation. If the Tenant fails to submit any Certificate at all, the Landlord shall be entitled to estimate the Gross Turnover for each month and calculate the Turnover Rent on the estimated Gross Turnover. The amount shall be adjusted in accordance with paragraph 5.11 below if the Tenant furnishes to the Landlord a certificate from its auditors in accordance with paragraph 5.10 below. In the event the Tenant fails to furnish the auditor's certificate, the amount estimated by the Landlord shall be final and binding on the Tenant.
- 5.8 The Tenant shall at all times during the Term keep separate accounts in respect of the business of the Tenant conducted at the Demised Premises including a detailed breakdown of all individual amounts which would be taken into account in calculating the Gross Turnover and all other individual accounting entries relevant to the calculation of the Gross Turnover based on the formula set out in paragraphs 5.1, 5.2 and 5.3 above. In addition, the Tenant agrees to retain for inspection by its auditors or other accounting firm referred to in paragraph 5.10 below, all other books, documents and records, including without limitation invoices, sales receipts, purchase orders, delivery orders, computer tapes, discs and other storage systems, cash register tapes, bank statement and tax returns relating to sales and services tax payable to the relevant authorities, if any, which would support, evidence or verify the amounts and entries in the said accounts and the Tenant's calculation of the Gross Turnover or which in the reasonable opinion of the Landlord would otherwise be relevant thereto.
- 5.9 The Landlord shall be entitled to inspect from time to time upon reasonable notice given to the Tenant, all the accounts, books, documents and records kept by the Tenant referred to in paragraph 5.8 above, to satisfy itself of the Tenant's compliance with paragraph 5.8. The Tenant shall furnish to the Landlord any explanation requested by the Landlord of any entry or omission or perceived error therein. In the event that the Tenant is unable to do so to the Landlord's satisfaction, the Landlord shall be entitled to require the relevant adjustments to be made to the accounts and for immediate payment to the Landlord of any shortfall in Turnover Rent paid to the Landlord previously and interest thereon.
- 5.10 Within sixty (60) days from each last day of the Tenant's financial year falling during the Term, the Tenant's external auditors, or if the Landlord so requires, such other reputable accounting firm acceptable to the Landlord, at the Tenant's sole expense, shall certify to the Landlord the Gross Turnover calculation in accordance with the formula set out in paragraphs 5.1, 5.2 and 5.3 above, for each month of the Term or part thereof falling during the previous financial year. The certification of the Tenant's auditors or such other accounting firm shall be accepted by the parties as being conclusive of the amounts of the Gross Turnover for the relevant period. In the event the Tenant fails to submit the auditor's certificate of the Gross Turnover within the stipulated period, the Landlord may (but shall not be obliged to) appoint a reputable accounting firm to inspect the Tenant's books and records and provide the certificate. The cost and expenses of such auditor shall be borne by the Tenant.
- 5.11 Any discrepancy between the amounts so certified by the Tenant's auditors or other accounting firm pursuant to paragraph 5.10 above and the amounts taken into account for the purpose of

Landlord	Tenant
C	f

calculating the Turnover Rent during the relevant period, shall be reconciled and adjusted by the Landlord and notified to the Tenant, and within fourteen (14) days from such notification, the Landlord or the Tenant, as the case may be, shall make payment to the other party of the shortfall or excess in the amount previously paid to the Landlord in respect of the Turnover Rent.

6. APPLICABILITY OF PROVISIONS

The provisions of this Schedule shall continue to apply notwithstanding that this Tenancy Agreement has come to an end but only in respect of the period down to the end of the tenancy.

Landlord	Tenant
	

SCHEDULE 3

(Which shall be taken, read and construed as essential of this Letter of Offer)

[VARIATIONS]

Not Applicable



Landlord	Tenant
<i>CL</i>	<i>F</i>

SCHEDULE 4

(Which shall be taken, read and construed as essential of this Letter of Offer)

[SPECIAL CONDITIONS]

Not Applicable

Landlord	Tenant
	

LETTER OF ACCEPTANCE



To : **Sime Darby Property CapitaLand (Melawati Mall) Sdn. Bhd.**
 UP2-01, Centre Management Office,
 Melawati Mall, 355 Jalan Bandar Melawati,
 Pusat Bandar Malawati,
 53100, Kuala Lumpur

**MELAWATI MALL (“BUILDING”)
 LETTER OF OFFER IN RESPECT OF TENANCY OF PREMISES KNOWN AS UNIT L2-35 (“DEMISED
 PREMISES”) LOCATED AT THE BUILDING**

We refer to your Letter of Offer dated **13 December 2021** and issued by you to us in respect of the abovementioned matter and confirm that we have read and understood the terms and conditions therein.

We hereby accept your offer therein and forward herewith:-

1. The completed Proforma on Tenant;
2. Our cheque [No.: _____] for the total sum of **RM25,195.80** issued in favour of **“Sime Darby Property CapitaLand (Melawati Mall) Sdn. Bhd.”** which comprise of all the following:-
 - (a) **RM5,070.60** being one month’s Base Rent, Service Charge and Advertising and Promotion Fee in advance;
 - (b) **RM15,775.20** being the Security Deposit equivalent to three months’ Rent, Service Charge and Advertising Fee;
 - (c) **RM3,000.00** being the Fitting Out Deposit;
 - (d) **RM1,000.00** being the Utility Deposit;
 - (e) **RM50.00** being the Mail Box Deposit; and
 - (f) **RM300.00** being the Temporary Utility Charges.
3. Our cheque [No.: _____] for the total sum of **RM1,675.95** issued in favour of **“Chee Hoe & Associates”** which comprise of all the following:-
 - (a) **RM621.25** being the estimated stamp duty and stamping fee for the Letter of Offer and Acceptance (in duplicate) and the Tenancy Agreement (in quadruplicate); and
 - (b) **RM1,054.70** being legal costs for preparation of the Tenancy Agreement.
4. We hereby irrevocably consent to:-
 - a. the Landlord carrying out credit checks and obtaining and sharing credit reports and information at the initial stage and from time to time during the Term on the Tenant’s business and/or its company and also on any guarantor and security provider; any shareholder (whether direct or indirect, legal or beneficial), principal, partner, director and/or officer of the Tenant, any signatory; and any other person and/or entity having a relationship to the Tenant that is relevant to the Tenant’s relationship with the Landlord or any other member of Landlord’s/CapitaLand Group (as applicable) (collectively, “Data Subjects”) from and to the Credit Bureau Malaysia,

Landlord	Tenant
	

CTOS and any other credit reporting agencies registered under the Credit Reporting Agencies Act 2010 ("Credit Reporting Agency"); and

- b. the Credit Bureau Malaysia and CTOS sourcing and retaining information on the Tenant's business and/or its company and all Data Subjects from any available data source, and disclosing to the Landlord any such information as may be requested by the Landlord.

We warrant that we have been irrevocably authorised by the Data Subjects to give this consent on their behalf.

- 5. We understand and agree that this Agreement to let will cease and shall have no further force and effect before the Handover Date in the event we receive a termination notice from the Landlord due to unsatisfactory results from the Credit Reporting Agency or such other sources which is unable to satisfy the Landlord's minimum requirements and thereupon the Landlord shall return to us the relevant deposits made, advance Base Rent, Service Charge and Advertising & Promotion Fee paid by us without interest (collectively, "Refunds"). Upon receipt by us of the Refunds, neither party shall have any further obligation towards each other nor make any claims against the other arising out of or in connection with this Agreement to let or any matter arising out of or in connection with this offer and/or the tenancy of the Demised Premises. The Landlord shall be entitled at its absolute discretion, and without further notice or concurrence of the Tenant, to offer the Demised Premises to other potential tenants.

- 6. We hereby to confirm that we ****are / are not*** a related party to CL.

A related party to CL means CapitaLand Malaysia Mall Trust ("CMMT") or any person, management, company and/or entity who are under the control of CapitaLand Limited (Company Registration No. 198900036N), a company limited by shares duly incorporated in the Republic of Singapore and includes its successors-in-title, transferees and assigns and/or related to CL as defined under Section 7 of the Companies Act 2016 and also under the Guidelines on Real Estate Investment Trusts as issued by the Securities Commission Malaysia.

(If you are a related party to CL)



We hereby attach all the relevant documents evidencing that we are a related party to CL.

** please delete where not applicable*

- 7. We hereby also confirm that we are/are not Associates of Temasek Singapore (> 20% shareholding) by way of confirming that if we are Associates, the percentage shareholding Temasek has in our company or holding company is _____ %."

(If you are Associates of Temasek Singapore)

We hereby attach all the relevant documents evidencing that we are Associates of Temasek Singapore.

Landlord	Tenant
	

Currently, our financial year is to

Dated the day of 20.....

Signed by
for and on behalf of
ALFA APPAREL SDN. BHD
(202101005188)




Signature
Name: *Wan Ahmad Fadli Bt Wan Jafar*
NRIC/Passport No.: *87219-03-5165*



Company Stamp

in the presence of:-



Signature of Witness
Name: *Siti Alia Isyady Bt Mond Ramel*
NRIC/Passport No.: *901201145600*

Landlord	Tenant
<i>Q</i>	<i>P</i>



ANNEXURE A

(Which shall be taken, read and construed as essential of this Letter of Offer)

**[BUILDING SPECIFICATIONS]
(Subject to Site Inspection)**

The Demised Premises will be / was delivered to the Tenant in the following states and conditions:-

1	Floor	Bare finish concrete slab
2	Ceiling	Bare finish to structural soffit of slabs and beams
3	Wall	Sand cement plaster on both sides
4	Main Entrance Door	Bare. Tenant to engage designer to design the entrance and subject to the Landlord's approval.
5	Air Conditioning	<p>FCU TC- 3.65RT Temperature 24⁰C +/- 1⁰C) Internal ducting to air diffusers to be installed by Tenant.</p> <p>Tenant to engage a qualified person to calculate the premises heat load requirement and install supplementary air conditioning unit (if necessary). The FCU and installation work shall be carried out by the approved contractor and the cost shall be borne by the tenant.</p> <p>Air conditioning shall be provided from 10 am to 10 pm daily. Any request for air condition outside these hours shall be chargeable at the prevailing rate.</p> <p>Operation and maintenance cost of FCU by Landlord except for the supplementary unit.</p>
6	Fire Protection & Sprinkler	Fire Sprinklers to first layer only. Quantity of sprinklers shall be confirmed on site.
7	Electrical Supply	<p>1 unit tap-off with a capacity of 30A TPN</p> <p>Tenant to apply from Management and bear all necessary charges for pre-paid electricity connection.</p> <p>Meter no : TBA</p>
8	Water Supply	<p>25 mm diameter water supply complete with a gate valve and water meter</p> <p>Waste water shall pass through internal grease / hair trap to be provided by tenant before discharging into the floor waste trap.</p> <p>Tenant to submit monthly maintenance report on the internal grease trap.</p> <p>Meter no : TBA</p>
9	Floor Traps & Drainage	100 mm diameter discharge pipe

Landlord	Tenant
	

10	Gas Supply	Nil Meter no : Nil
11	Wet chemical suppression system	Nil
13	Kitchen Exhaust Fan	Nil
14	PA System	PA Speakers are provided by Landlord at Common Area to facilitate any emergency announcement.
15	Telephone Line	1 nos. Telephone Fibre Optical Points and 1 no. POS point (RJ45)
16	Room/ space for cold cases/ cold room/ compressor condensers	Nil
17	Water proofing / Thermal Insulation	Nil
18	Hoarding	Nil

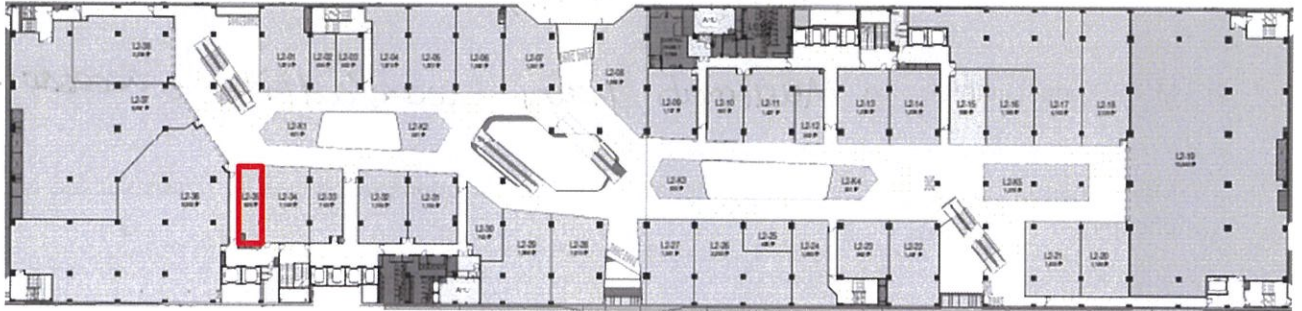
Upon expiration or earlier determination of the Tenancy, the Tenant is required to reinstate the Demised Premises to its original state and condition unless otherwise advised by the Landlord in writing.

ANNEXURE B

(Which shall be taken, read and construed as essential of this Letter of Offer)

[SKETCH PLAN OF THE DEMISED PREMISES]

LEVEL TWO



Disclaimer: All information contained herein is accurate as at **December 2021** and are subject to changes and final approval. While every reasonable care has been taken in preparing this information, the Landlord and his agents shall not be liable for any inaccuracy.

Landlord	Tenant
<i>[Signature]</i>	<i>[Signature]</i>

ANNEXURE C

(Which shall be taken, read and construed as essential of this Letter of Offer)

[MERCHANDISE MIX PLAN]

1. Trade or Business Name: *Telekung Rawdah*
2. Main Product Line/Service: *Muslimah prayer wear/outfit & accessories*
3. Main types of goods/services sold and percentage of floor space each type of goods/service is to occupy:
4. Clientele:
- (a) Tourists Locals
- Nationalities:
- (i)
- (ii)
- (iii)
- (b) Age Group: *26-50*
- (c) Income Group :
- (i) Mid-market :
- (ii) Mid to Upmarket :
- (iii) Upmarket :
- (iv) If others, please specify :
5. Sales Policies (e.g. fixed price, cash discounts) : *fixed price, cash discounts / rebates*
6. Seasonal Sales (if applicable)
- (a) Period : *Ramadhan & year end*
- (b) Frequency : *twice a year*
7. Estimated Cost of Inventory to be maintained : *RM 30,000*
8. Number and description of staff to be present during Tenant Operating Hours: *2 pax*

Landlord	Tenant
<i>CL</i>	<i>f</i>

APPENDIX A

(Which shall be taken, read and construed as essential of this Letter of Offer)

[PROFORMA ON TENANT]

Where Applicant is a Limited Company or Corporation:-

Name of Applicant : _____

Certification of Incorporation No. : _____

Registered Office Address : _____

Address for Service of Notices or Correspondence : _____

Name of Managing/Executive Directors : _____

Names of Other Directors : _____

Please attach :

- (a) Company's Memorandum and Articles of Association
- (b) Form 24 - Particulars of Paid-Up Capital
- (c) Form 44 (latest) - Company's registered address
- (d) Form 49 (latest) - Particulars of Directors and Company Secretary
- (e) Company's Annual Return
- (f) Board Resolution to confirm the person authorised to sign documents, if not by Common Seal

Where Applicant is a Sole Proprietorship or Partnership:-

Business Name of Applicant : _____

Whether Sole Proprietorship or Partnership : _____

Business Registration Certificate No. : _____

Principal Place of Business : _____

Address for Service of Notice or Correspondence : _____

Please attach :

- (a) Photocopy of IC(s)
- (b) Business Registration Certificates Borang A, B / D

Landlord	Tenant
