Occupier Perspective Obligations of Occupation 2013 Asia Pacific



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'Obligations of Occupation' is a reference guide to local market conventions as to how key cost responsibilities are shared between owners and occupiers. It is designed as a useful reference document for comparing practices and liabilities across countries and markets.

The report covers:

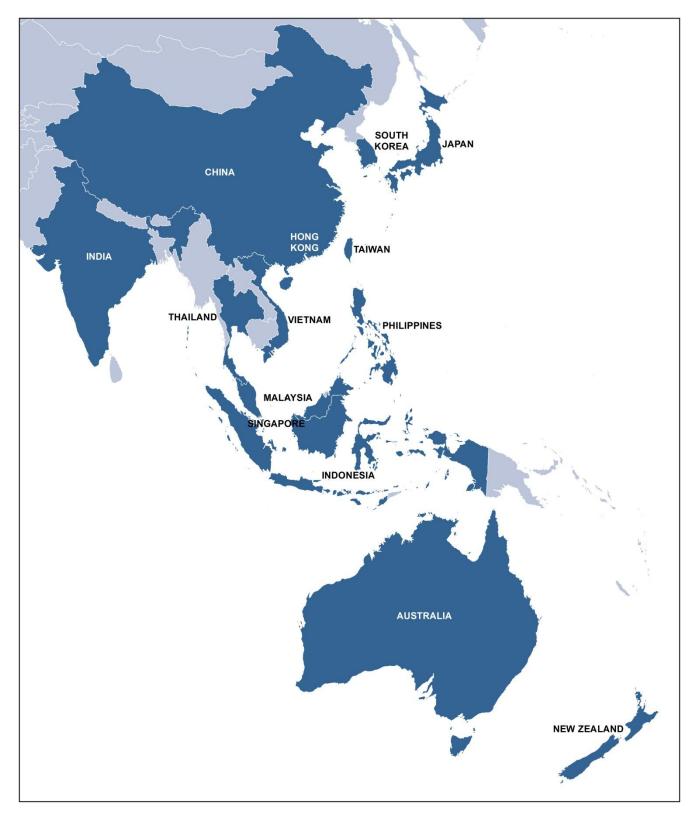
- Main aspects of lease structures
- Landlord and tenant responsibilities
- Occupier transaction costs
- Taxation liabilities of tenants related to occupancy
- Ownership restrictions
- Purchaser transaction costs
- Key changes in market practice since last year

This guide should be used alongside our yearly 'Global Occupancy Costs -Offices' publication, our occupier flagship report which looks at total occupancy costs per workstation across 126 business districts in 49 countries worldwide.

DTZ Research

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Report coverage



Source: DTZ Research, ESRI

Definitions

This document is not intended as a comprehensive guide and in a number of cases the information provided should be treated as illustrative of the typical way in which the individual markets work rather than being applicable to all situations.

1B*: In some markets, buildings are delivered in 'bare shell' conditions meaning that only service and common areas are fully finished by the landlord. In others, landlords provide finished ceilings and/or flooring as standard delivery conditions. These have cost implications to the occupier of the space.

Shell and core: Bare concrete shell (slab to slab), with service capped off at the core. The tenant carries out the interior fitout of everything within the demised area, delivering floors, ceilings, interior A/C and all M&E work

Warm shell: Office building with a minimally finished interior, a heating & cooling system, drop ceilings, plumbing and restrooms, and interior lighting. No partitioning or raised floors

Category A: Raised floors and ceilings only. All lighting and A/C delivered for an open plan space. No partitioning provided. The tenant does the rest

Fully Fitted: Turnkey fit-out provided by the landlord. The office building is ready for the tenant to move in

1B1*: In most cases, fit-out costs are paid by tenants. However, there are increasing instances of landlords paying for some of the fit-out costs incurred by tenants.

1C1*: Typical amount of rent used to secure the lease (depending on covenant strength).

1Di*: Typical rent-free months a tenant can obtain from a landlord upon signing a new lease term. The rent-free period takes place at the beginning of a tenancy and throughout its duration no rent is payable by the tenant. It is given either as an inducement to the tenant to enter into a new lease or as recognition of the fact that until the tenant's fit-out work is complete, it cannot use the premises for its business.

1Dii*: Other incentives may include free parking space, cash contributions to tenants' fit-out costs etc.

1F*: Where the tenant's right to renew the lease after expiration is protected by legislation and unless notice is served (by either party), current occupancy terms carry over.

1Ji*: GLA (Gross Lettable Area) is the total area occupied and payable by the tenant. There is no standard global definition of lettable area. Whilst some countries use measurement standards based on BOMA, other countries apply the RICS Code of Measuring Practice.

1Jiii*: Payments regularly included in the rental charge.

1Jiv*: Regular payments to the landlord not included in the rental charge.

2*: Responsibilities of the landlord and tenant for extraordinary costs (other than those agreed to be paid such as rent, service charge, insurance etc).

2A*: Repairs necessary to the structure of the building itself.

2B*: Repairs to tenant's premises (common areas not included) and often as a result of wear and tear and occupation.

2C*: Maintenance of the space that the tenant has leased (not maintenance of common areas paid through the service charge).

3C*: In some countries it is not a requirement to have leases drafted by lawyers; however, many international clients normally seek legal advice.

| | 1. Lease structure | | | | | | | | |
|-------------|--|--|--|---------------------|--|--|--|---|--|
| | A Standard lease document | B Standard space delivery conditions* | B1 Standard fit-out costs per sq ft or sq m (local currency)* | | C1 Rent guarantee period* | D In i Typical rent-free period* | ncentives ii Other incentives* | | F Statutory right to renew the lease* |
| Australia | No | Category A | AUD 700+ per sq m | Month | 6-12 months gross rent (includes outgoings) | Up to 18 months. Varies significantly between local markets and may be longer for longer leases | Varies between local markets and depends on rent free period. Possible capital contribution from landlord and/or landlord undertakes fit-out | | No |
| China | Yes, in some cities | Category A | RMB 1,000-2,000 per sq m (excluding furniture and IT) | Month or quarter | 3 months rent plus service charge | 0-3 months | Turnkey services, paid fit-out, upfront cash contribution, hold- over period, first right of refusal, etc. | 3 years. Up to 5 years for large space occupiers | No |
| Hong Kong | No | Category A | HKD 800 per sq ft | Month | 3-5 months rent plus utility charge | 1-3 months, may be longer for longer leases | None | 3-6 years | No |
| India | No | Shell and core or Warm shell | INR 2,000 per sq ft (excluding taxes where applicable, IT costs, architects' fees etc.) | Month | 6-15 months rent plus tax | 1-3 months for warm shell (for doing fit-outs), 0-15 days for furnished space; also varies depending on submarket and lease agreement | First right of refusal and reduction of rental deposit | 3+3+3 years or 5+5+5 years (SEZ) | No, but negotiable where lessee has fixed renewal rights |
| Indonesia | No | Shell and core | IDR 2,000,000-3,500,000 per sq m, depending on quality of finishes | Quarter | 3 months rent plus service charge | 1-2 months, depending on the size of the premises | None | 2-3 years | No |
| Japan | No | Category A | JPY 50,000 per sq m from standard space delivery condition to a turnkey fit-out (including cabling, excluding furniture and server room) | Month | 12 months, often negotiable | 3-6 months, may be longer for longer leases | Stepped rent, expansion rights, reduced deposit | 2 years (standard lease) / 3-5 years (fixed term lease) | Yes for standard lease, no for fixed term lease |
| Malaysia | No | Category A | RM 150 per sq ft | Month | 3 months rent | 1 month, may be longer for larger premises | None | 3 years | No |
| New Zealand | Yes although there are many specific leases drafted by individual lawyers as well | Warm shell | NZD 900-1,200 per sq m | Month | 3-6 months gross rent (includes outgoings). Usually not required in new buildings | 1-2 months per year of lease | Fit-out contribution typically included in the rent-free | 6-9 years. Up to 12 years for large space occupiers | No |
| Philippines | No | Warm shell | PHP 15,000-30,000 per sq m | Month | 3 months rent | 1-3 months | None | 3-5 years | No |
| Singapore | No | Warm shell (Category A for premium offices) | SGD 65-120 per sq ft, depending on quality of finishes | Month or quarter | 3 months rent | 1-3 months, depending on the size of the premises | Typically none | 3 years. Up to 6 years for large space occupiers | No |
| South Korea | No | Category A | KRW 300,000-500,000 per sq m (NLA) | Month | 10 months rent | 1-2 months | Fit-out costs and moving costs are negotiable | 2-3 years | No |
| Taiwan | No | Category A | TWD 1,265 per sq ft | Month | 3 months rent ¹ | 1 month (negotiable) | None | 2-3 years | No |
| Thailand | No | Warm shell | THB 15,000-25,000 per sq m | Month | 3 months rent | 1 month (typically for fit- out), may be longer for larger premises | One car park space per 100-200 sq m of area leased | 3 years | No |
| Vietnam | No | Warm shell | USD 250-500 per sq m ¹ | Quarter | 3-6 months rent plus service charge | 1-6 months ¹ | Negotiable (motorbike/car parking, structured rental payments) | 2-3 years | No |
| | ¹ See comments on page | 8 | | | | ļ | | <u> </u> | <u> </u> |

| | | | | | 1. Lease structure | | | | |
|-------------|---|--|--|--|---|--|---|--|---|
| | | H Frequency and | | I Lease disposal | | | | J Rents | |
| | G Frequency of rent reviews | to a star of the damaget and | i Subletting/ assignment rights | ii Early termination rights | iii Reinstatement to original condition on termination | i Basis of measurement* | ii Unit of measurement | iii Inclusions* | iv Exclusions* |
| Australia | By negotiation | Yearly, based on fixed percentage (4- 5%) | Yes | By negotiation via break clause only | Yes. Fair wear & tear excepted with negotiable terms on lease expiry | Net lettable area | AUD per sq m per year | Gross rents include outgoings. Net rents are exclusive of outgoings | Structural maintenance of building or capital upgrades to building which is covered by landlord, car parking and utilities |
| China | 2-3 years | None. Rental level change based on market fluctuation | Subject to landlord's consent | Via break clause only (negotiable) | Yes. Fair wear & tear excepted | Gross floor area | RMB per sq m per month or RMB per sq m per day. Varies by location | None | Service charge, utilities, season car park |
| Hong Kong | Usually every 3 years | None. Rental level change based on market fluctuation | Subject to landlord's consent | Via break clause only (however, the right is rarely obtained) | Yes. Fair wear & tear excepted | Gross or net floor area | HKD per sq ft per month | None | Service charge, utilities, season car park |
| India | Typically every 3 years, sometimes every year depending on the lease agreement | None. Rental level change based on market fluctuation | Yes to group companies and affiliates on prior intimation to landlord; for any third party, subletting subject to landlord's consent and related regulations | Allowed only after a pre- agreed lock-in period of usually 2-3 years (depending on lease agreement) with 3-6 months notice or rent in lieu thereof | only if specified in the lease agreement - not widely insisted. Fair | Super built-up / gross area | INR per sq ft per month | None | Statutory government levies or charges, common area maintenance charges, utilities, additional car park charges |
| Indonesia | Every 2 years | None. Rental level change based on market fluctuation | Subject to landlord's consent | Via break clause only | Yes. Fair wear & tear excepted | Semi-gross area | USD per sq m per month or IDR per sq m per month | None | Service charge, season car park |
| Japan | Usually on auto- renewal dates or anytime during the term for a standard lease. No rent review during the term for a fixed term lease | None. Rental level change based on market fluctuation | Subletting subject to landlord's consent / assignment not possible | Subject to 6 months notice under standard lease / none under fixed term lease | Yes | Net lettable area | JPY per tsubo per month (1 tsubo = 3.3 sq m or 35.6 sq ft) | Service charge in several cases. Normal office hour air- conditioning | Utilities, season car park |
| Malaysia | None | None. Rental level change based on market fluctuation | Subject to landlord's consent | Via break clause only | Yes. Fair wear & tear excepted | Gross internal area | RM per sq ft per month | Service charge | Season car park |
| New Zealand | 2-3 years | Generally every 2-3 years. Market rent reviews are most common, although reviews based on CPI are becoming more common | Yes, subject to landlord's consent | Via break clause only | Yes. Fair wear & tear excepted with negotiable terms on lease expiry | Net usable area plus % share of common areas | NZD per sq m per year | Service charge in Wellington where gross rents are predominant. In Auckland and Christchurch, typically net rents plus operating expenses are quoted | Maintenance of common areas which is covered by landlord |
| Philippines | Yearly | None. Rental level change based on market fluctuation | Subject to landlord's consent | Via break clause only | Yes. Fair wear & tear excepted | Net lettable area | PHP per sq m per month | None | Service charge, season car park |
| Singapore | None, except via rent review clause | None. Rental level change based on market fluctuation | Subject to landlord's consent | Via break clause only (however, the right is rarely obtained) | Yes. Fair wear & tear excepted | Net lettable area | SGD per sq ft per month | Service charge | Season car park, utilities |
| South Korea | Yearly | Yearly, based on either CPI or fixed percentage | Subject to landlord's consent (usually not allowed) | By negotiation | Yes. Fair wear & tear excepted | Gross floor area | KRW per pyung per month (1 pyung = 3.3 sq m or 35.6 sq ft) | None | Service charge, season car park |
| Taiwan | None | Yearly (2-3% after the second year) | Subject to landlord's consent | Via break clause only | Yes. Fair wear & tear excepted | Gross floor area | TWD per ping per month (1 ping = 3.3 sq m or 35.6 sq ft) | None | Utilities, service charge, season car park |
| Thailand | None | None. Rental level change based on market fluctuation | Subject to landlord's consent (usually not allowed) | Not market practice | Yes. Fair wear & tear excepted | Gross lettable area | THB per sq m per month | Service charge | Season car park |
| Vietnam | None | None. Rental level change based on market fluctuation | Limited | By negotiation, or via break clause | Yes. Fair wear & tear excepted | Gross lettable or net floor area. Gross lettable usually quoted for grade A space and net floor area for lower grade space | USD per sq m per month (note: rents converted and paid in VND) | None | Service charge, season car park |

| | | 2. Landi | ord and tenant responsib | ilities* | | 3. Occupier transact | ion costs | |
|-------------|--------------------------|---------------------|--|--|--|--|--|--|
| | A Structural repairs* | B Internal repairs* | C Maintenance of tenant area* | D Landlord insures and recovers cost from tenant | A Transfer tax | B Agent's fees | B1 Agent's fees - responsible party (tenant/landlord) | C Legal fees* |
| Australia | Landlord | Tenant | Tenant | Yes within recoverable outgoings | None | 11-16% of annual rent (depending on the length of the lease) | Landlords pay landlord's agency fees; Tenants pay tenant advisors/representative's fees | By agreement |
| China | Landlord | Tenant | Tenant | No | 0.03-2% (normally shared equally between landlord and tenant) | 8-17% of annual rent | Tier I cities: landlord; case by case in Tier II & III cities | By agreement |
| Hong Kong | Landlord | Tenant | Tenant | No | 1% plus HKD 5 for 3-6 year lease (normally shared equally between landlord and tenant) | 8-17% of annual rent | Typically landlord, but varies case by case | By agreement |
| India | Landlord | Tenant | Tenant | Landlord insures the building and services, while tenant is expected to purchase insurance for fit-outs carried out inside the leased space | Stamp duty ranging from 1-4% of average annual rent and/or rent security deposit (depending on state) | 16.7% of annual rent (equivalent to 2 months rent, with 1 month's rent being charged to both parties) | Shared by landlord and tenant | By agreement / respective party |
| Indonesia | Landlord | Tenant | Tenant | Yes | Stamp duty (IDR 6,000 for leases with total lease value of IDR 1 million and above) | 3-5% of annual rent | Landlord | By agreement |
| Japan | Landlord | Tenant | Tenant | Landlord insures the building, while tenant is expected to purchase fire insurance for leased space | None | 8% of annual rent (equivalent to 1 month's rent) | Tenant | By agreement |
| Malaysia | Landlord | Tenant | Tenant | Yes | Annual rent less RM 2,400, divided by 250 and multiplied by factor of 1 to 4 depending on number of years of tenancy | Typically 8% of annual rent (equivalent to 1 month's rent) | Landlord | 25% of 1 month's rent for the first RM 120,000 annual rent, 10% of 1 month's rent for the next tier up to RM 1.08 million, negotiable for excess |
| New Zealand | Landlord | Tenant | Depends on the terms and conditions of the lease agreement (usually tenant) | Yes with net lease. No with gross lease | None | Typically 12-19% of annual rent (depending on the length of the lease) | Typically landlord | By agreement |
| Philippines | Landlord | Tenant | Tenant | Yes | PHP 3 for the first PHP 2,000, and PHP 1 for every PHP 1,000 in excess of the first PHP 2,000 for each year of the lease term | for 3-year lease. 15- | Landlord pays for new leases and tenant for lease renewals. Amount is negotiable but may be a % of savings from the renegotiated rate | By agreement |
| Singapore | Landlord | Tenant | Tenant | Yes | Stamp duty (0.4% for leases under 1 year, 0.8% for leases between 1 to 3 years, 1.6% for leases more than 3 years) | Typically 8% of annual rent (equivalent to 1 month's rent) | Typically landlord pays for new leases and tenant for lease renewals | By agreement |
| South Korea | Landlord | Tenant | Tenant | Yes | None | 8% of annual rent (equivalent to 1 month's rent); in case of lease renewal, 4% of annual rent | Typically landlord and tenant pay their respective agent's fees, but in the current market landlords are willing to pay for the tenant's broker | By agreement |
| Taiwan | Landlord | Tenant | Tenant | No | None | Not more than 12.5% of annual rent | Both landlord and tenant | By agreement |
| Thailand | Landlord | Tenant | Tenant | Yes. In some cases, landlord insures the building while tenant insures the leased space | 0.1% stamp duty on total lease. For leases which exceed 3 years, 1% registration fee on total lease or assessed rental value (whichever is higher). Payments negotiable between landlord and tenant | Typically 8% of annual rent (equivalent to 1 month's rent) | Landlord | By agreement |
| Vietnam | Landlord | Tenant | Tenant | Yes | None | Typically 8% of annual rent (equivalent to 1 month's rent) | Negotiable - in the current market more often the landlord | By agreement |

| | 4. Ongoing taxation liabilities of tenant related to occupancy 5. Ownership restrictions | | | 6. Purchaser transaction costs | | | | |
|-------------|--|---|--|---|--|---|---|------------------------------|
| | | B VAT (% of annual rent) | A Restriction on ownership of property by foreigners | A Transfer tax | B VAT | C Agent's fees | D Legal fees | E VAT on transaction fees |
| Australia | Land tax (varies by lease value) and council rates (varies by councils) | 10% GST (subject to refund from Taxation Office) | can apply for buildings over AUD 50m and Heritage | Varies from state to state, with highest rate in ACT (6.75%) and lowest in Tasmania (4%) | 0% on properties sold as a going concern. Otherwise 10% GST | 1-2%, subject to negotiation for large transactions | By agreement | 10% GST |
| China | No | 5% in some cities. Where VAT is charged, it is usually excluded from the rent | No, if the foreign national follows the correct procedures and sets up a Wholly-Owned Foreign Enterprise | 0.03-0.1% (varies by location) | None on first-hand transactions. 0.5% for secondhand transactions within 0-3 yrs, 0.25% for 3-5 yrs, and no VAT for over 5 yrs | 1-1.5% | By agreement | No |
| Hong Kong | 5% | No | No | 0-4.25% (5-20% Special Stamp Duty will be charged for retransaction within 2 years) | Νο | 1% (negotiable) | By agreement | No |
| India | Property Tax (varies by location) and is paid by either landlord or tenant depending on micromarket and terms of agreement | 10.3% (Service Tax) | Yes. Multinational companies can own property for self use. Developers and investors are also entitled to ownership subject to certain FDI guidelines and state specific regulations | 3-15% (depending on state) | No | 1-4% (depending on city and transaction size) | By agreement / respective party | 10.3% (Service Tax) |
| Indonesia | No | 10% (applicable to both base rent and service charge) | allowed to occupy premises on | 5% of total land & taxable building value or 5% of total transaction value, whichever is higher | 10% | 2-3% | By agreement | 10% |
| Japan | No | 5% (Consumption Tax), not applicable to lease of land | No | 4% of assessed value of fixed assets (Real Estate Acquisition Tax) and 2% of assessed value of fixed assets (Registration and License Tax) | 5% (Consumption Tax) not applicable to sale of land | Up to 3% + JPY 60,000 | By agreement | 5% (Consumption Tax) |
| Malaysia | No | 6% (Service Tax) | agriculture properties and | 1% on first RM 100,000, 2% on next RM 400,000 and 3% thereafter | No | 2.75% on first RM 500,000 and 2% thereafter | 1% on first RM 150,000, 0.7% on next RM 850,000, 0.6% on next RM 2 million, 0.5% on next RM 2 million and 0.4% on next RM 2.5 million | 6% |
| New Zealand | No | refund from Taxation Office) | | Less than NZD 100 (Registration Fee) | 0% on properties sold as going concern. Otherwise 15% (if GST is levied provided both the vendor and purchasor are registered for GST) | 1.5-3.5% | By agreement | 15% |
| Philippines | No | 12% | ownership to 40% or less with | 1.5% or PHP 15 for every PHP 1,000 of consideration or fair market value, whichever is higher | 12% | 3-5% | By agreement | 12% |
| Singapore | No | 7% | No | 1% on first SGD 180,000, 2% on next SGD 180,000 and 3% thereafter | 7% | 1% | By agreement | 7% |
| South Korea | No | 10% | No | 4.6% (Acquisition Tax) | 10% | 1-2% (subject to negotiation for large transactions) | By agreement | 10% |
| Taiwan | No | 5% | | 6% (Deed Tax) and 0.1% (Stamp Duty Tax) | No | Not more than 6% (purchaser and vendor pay 1-2% and 3-4% respectively) | By agreement | No |
| Thailand | No | 7% (applicable on service charge) | | 2% of assessed value and 3.3% specific business tax (usually paid by the vendor) | No | 1-3% | No | No |
| Vietnam | No | 10% | Yes. Foreign nationals allowed to lease up to 70 years, subject to approval | 0.5% (registration fee) | 10% | 1-3% | By agreement | 10% |
| | ¹ See comments on page 8 | | | | | | 1 | I |

Comments

This section highlights changes in market practice since last year.

| 1B1. Lease Structure - Standard fit-out costs per sq ft or sq m (local currency) | | | | | | | | |
|--|--|---|--|--|--|--|--|--|
| Country | 2012 | 2013 | | | | | | |
| Vietnam | USD 300-500 per sq m | USD 250-500 per sq m | | | | | | |
| 1C1. Lease Structure - Rent guarantee period | | | | | | | | |
| Country | 2012 | 2013 | | | | | | |
| Taiwan | 3-6 months rent | 3 months rent | | | | | | |
| 1Di. Lease Structure - Typical rent-f | 1Di. Lease Structure - Typical rent-free period | | | | | | | |
| Country | 2012 | 2013 | | | | | | |
| Vietnam | etnam 1-3 months | | | | | | | |
| 5A. Ownership restrictions - Restriction on ownership of property by foreigners | | | | | | | | |
| Country | 2012 | 2013 | | | | | | |
| Indonesia | Yes. Foreign nationals only entitled to own with right-to-use status | Yes. Foreign nationals only allowed to occupy premises on a leasing basis | | | | | | |

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