

# IMPERIO @ HATTEN CITY

## (Commercial Retail Lots)

### FAQ AND ANSWERS

1.	<p>Who is the proprietor of the Master Title held under Pajakan Negeri No. 16837, Lot No. 455, Kawasan Bandar XL, Daerah Melaka Tengah, Negeri Melaka of an area measuring 13,125 square metres ?</p> <p>FUYUU CAPITAL SDN. BHD. (Company No. 946451-D), a private limited company duly incorporated under the laws of Malaysia and having its registered address at 2B-9, Jalan Kesidang 3/6, Melaka Mall, Off Jalan Tun Perak, 75300 Melaka and a place of business at F3-96, Hatten Square, Jalan Merdeka, 75000 Bandar Hilir, Melaka</p>
2.	<p>Who is the Developer for Imperio @ Hatten City ?</p> <p>FUYUU VENTURES SDN. BHD. (Company No. 1005179-W), a private limited company duly incorporated under the laws of Malaysia and having its registered address at 50-1, 52-1 &amp; 54-1, Jalan BPM 2, Taman Bukit Piatu Mutiara, 75150 Melaka and a place of business at F3-96, Hatten Square, Jalan Merdeka, 75000 Bandar Hilir, Melaka</p>
3.	<p>Whether the Master Title is in perpetuity or leasehold?</p> <p>It is a 99 years leasehold land, commencing from 2013</p>
4.	<p>Can foreigners buy the commercial unit in Imperio @ Hatten City ?</p> <p>Yes, foreign purchasers are allowed to acquire the commercial unit with purchase price of more than RM500,000.00 per unit SUBJECT to application for the State Consent under Section 433B of the National Land Code 1965 to be submitted to the Melaka State Authority. Premium payable to the State Authority to secure the State Consent is calculated at the rate of 2% of the Purchase Price, is to be borne by the foreign purchaser.</p>
5.	<p>Are there any approvals required to transfer and register the title for the commercial unit in favour of a foreign purchaser?</p> <p>Yes, for any transfer to a foreigner, the foreign purchaser must apply for the State Consent under Section 433B of the National Land Code 1965, at his own costs and expenses.</p> <p>Premium payable to the State Authority to secure the State Consent is calculated at the rate of 2% of the Purchase Price, is to be borne by the foreign purchaser.</p> <p>In the event the Purchaser's application is rejected by the State Authority, the Developer will refund the Deposit to the Purchaser free of interest.</p>
6.	<p>The purchase of the commercial unit is subject to a compulsory lease back of 2 years ("Agreed Period") :-</p>

	<p>1<sup>st</sup> year = 7% Guaranteed Rental based on the Purchase Price</p> <p>2<sup>nd</sup> year = 8% Guaranteed Rental based on the Purchase Price</p> <p>Thereafter, the Developer may exercise the option to renew the tenancy for another 2 years at the rental of not less than 8% per annum based on the Purchase Price.</p> <p>During the Agreed Period, the Developer shall be liable to pay for all and any charges for the supply of water and electricity, telephone and all other utilities, service charges, advertising fund and sinking fund contribution whereas the Purchaser shall pay for the quit rent, assessment, sewerage charges, insurance payment and any other outgoings in respect of the commercial unit.</p>
7.	<p>When is the commencement date of the Agreed Period of the tenancy ?</p> <p>The Agreed Period shall commence six (6) months after issuance of the Certificate of Completion and Compliance (“CCC”) (“Commencement Date”) Provided Always that the Purchaser has fully paid all outstanding sums due and owing under the Sale and Purchase Agreement and performed all terms and conditions in the Sale and Purchase Agreement.</p> <p>The Rental is payable every 3 months commencing from the Commencement Date and shall be paid within 7 days after the expiry of every 3 months.</p>
8.	<p>What are the charges to be levied by the Developer and Majlis Bandaraya Melaka Bersejarah (“MBMB”) on the commercial unit and payable by the Purchaser?</p> <p>Yearly quit rent, assessment, insurance and sewerage charges, calculated at the total rate of approximately RM15.00 per square foot.</p> <p><i>*MBMB is the local Municipal Council</i></p>
9.	<p>How and who will manage the building and facilities?</p> <p>There are 3 stages:-</p> <ul style="list-style-type: none"> <li>(i) From Certificate of Completion and Compliance (“CCC”) to immediately prior to formation of Joint Management Body (“JMB”) – Developer will manage.</li> <li>(ii) From formation of JMB – JMB will manage.</li> <li>(iii) From issuance of strata title – Management Corporation (“MC”) will manage.</li> </ul>
10.	<p>When does the Purchaser need to pay the 1<sup>st</sup> 10% of the Deposit Sum ?</p> <p>Upon execution of SPA, the Purchaser shall pay the 1<sup>st</sup> 10% of the Deposit Sum less the earnest deposit to the Developer.</p> <p>The Purchaser is obligated to sign the SPA within 14 days from the date of the OTP.</p>
11.	<p>When does the Purchaser need to pay the balance of 90% of Purchase Price ?</p> <p>The Balance of Purchase Price shall be paid in accordance with the Schedule of Payment as attached hereto and marked as “Appendix A”.</p>

12.	<p>If the Purchaser wants to dispose the commercial unit to his own relative or any other third party, does the Purchaser have to make the 1<sup>st</sup> offer to dispose to the Developer?</p> <p>Yes</p>
13.	<p>Can the Purchaser first book/sign the OTP (Booking Form) for the commercial unit and later add another co-purchaser(s) to sign the SPA?</p> <p>Yes, a Purchaser can first book the commercial unit together with payment of the earnest deposit of RM10k and thereafter to add another co-purchaser(s) to sign the SPA.</p> <p>Example 1 : Mr. A signed the OTP and paid the earnest deposit of RM10k. At the time of booking, Mr. A is considering to add his spouse/son/daughter/relative to be the co-purchaser in the SPA. In the OTP, we have to write Mr. A &amp; nominee.</p> <p>After Mr. A has decided the co-purchaser's name, Mr. A has to sign a letter of nomination (to also forward photocopy of I/C or passport to the Developer) to nominate Mr. A <b>and</b> his spouse/son/daughter/relative to be the purchasers in the SPA.</p> <p>No administrative charges are payable to the Developer.</p> <p>Example 2 : Mr. A signed the OTP and paid the earnest deposit of RM10k.</p> <p>Prior to execution of the SPA, Mr. A decided to transfer or nominate Mr. X to be the sole purchaser in the SPA.</p> <p>Mr. A is liable to pay an administrative charges of RM2,000.00 to the Developer and the same shall be deducted from the earnest deposit prior to transfer the same to the account of Mr. X PROVIDED ALWAYS that the nomination to Mr. X is within the stipulated time frame for the execution of the SPA as stated in the OTP, failing which, the Developer shall be entitled to forfeit the earnest deposit of RM10k duly paid by Mr. A as agreed liquidated damages due to Mr. A's default to exercise the OTP as more particularly set out therein.</p> <p>Mr. A has to sign a letter of nomination to effect the nomination and to forward a photocopy of Mr. X's I/C or passport to the Developer.</p>
14.	<p>When is the expected completion of the commercial unit?</p> <p>The Sale and Purchase Agreement ("SPA") provides for delivery of vacant possession within 48 months from the date of the SPA.</p>
15.	<p>When will the strata titles be issued ?</p> <p>The Developer must apply for strata title subdivision within 12 months from the date of the Certificate of Completion and Compliance. However, issuance of strata titles is the prerogative of the relevant authorities.</p>

16.	How many car park lots are there in the development?  Approximately 1800 car park bays
17.	What theme is the Project carrying?  Imperio @ Hatten City is a new extended wing of the Hatten City development.  With upwardly-mobile professionals in mind, Hatten Group proudly launches the distinctive and iconic 33-storey, Imperio @ Hatten City and Imperio Residence @ Hatten City, which will increase Hatten City's overall development size to approximately 25 acres.  This spectacular composition of retail experience, vibrant lifestyle and premier home living, all under one roof, will set a new benchmark in lifestyle standards for Melaka, Malaysia.
18.	Mall Composition  Total Number of Retail lots in Mall : 750 units  Total Number of Retail Lettable space : 350,000 square feet  Total Number level of Mall : 7 levels (LG, G, 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> & 5 <sup>th</sup> )
19.	What is the ceiling height of the Mall?  (approximately 1m lower than the floor to floor height for each floor)  Lower Ground : Approximately 3m  Ground Floor with Mezzanine : Approximately 6.5m (G:3m; M:2.5m)  1 <sup>st</sup> to 3 <sup>rd</sup> Floor : Approximately 4m  4 <sup>th</sup> & 5 <sup>th</sup> Floor : Approximately 2.5m
20.	What is the ceiling height of the Residence?  3.3m
21.	What is the distance between 2 blocks?  Distance between the 2 blocks facing pool view : 18m
22.	What is the distance of jogging path?  The step jogging track covering 600m if running one round within the Imperio Residence.
23.	What is the service / maintenance charges?  During the tenancy period, the maintenance charges of approximately RM1.50 per square foot shall be borne by the Developer.
24.	How long is the link bridge from Elements Mall @ Hatten City to Imperio @ Hatten City?

	Approximately 150m - 180m measured from drawing
25.	<p>How wide is the link bridge from Elements Mall @ Hatten City to Imperio @ Hatten City?</p> <p>Approximately 50m wide with retail outlets on both sides of bridge – 20m measured from drawing.</p>
26.	<p>What are the key selling points of Imperio @ Hatten City?</p> <ul style="list-style-type: none"> <li>• Modern &amp; Stunning Architecture Façade, jelling with overall image of Hatten City</li> <li>• Comprehensive retail with supermarket, fashion retail, mini shops, food court etc.</li> <li>• Directly linked to Hatten City Phase 1 &amp; Phase 3 (link bridge at 1st, 2nd &amp; 3rd floor)</li> <li>• All retail floors with direct drop off connecting to external car ramp</li> <li>• Pleasure driving experience – 5m wide external straight ramp with sea view</li> <li>• “Diamond Shape” of retail arrangement - retail lots enjoys maximum exposure from the car ramp, road signages and link bridge</li> <li>• Multiple escalators layout – besides 2 pairs of escalator at each building end, the double helix escalators at the central atrium allow continuous vertical flow up and down in shortest time possible.</li> </ul>
27.	<p>What kinds of legal costs and disbursements does the Purchaser need to be aware of and how much typically would they amount to?</p> <p>The average buyer's legal costs and disbursements can be divided into 5 major categories as follows:-</p> <p>(i) <u>Legal fees on SPA</u></p> <p>The legal fees for the preparation of the Sale and Purchase Agreement (“SPA”), Deed of Mutual Covenants (“DMC”), Tenancy Agreement (“TA”) and Specific Power of Attorney (“PA”) will be solely borne by the Developer provided always that the SPA, DMC, TA and PA are being prepared by the Developer’s appointed panel solicitors and the Purchaser signs the documents at the said solicitors’ office.</p> <p>(ii) <u>Stamping fees on SPA, DMC, TA, PA and legal disbursements</u></p> <p>To be borne by the Developer.</p> <p>(iii) <u>Legal fees, premium and disbursements for application of State Consent</u></p> <p>The State Government of Melaka has imposed a payment of 2% based on the Purchase Price being payment for the premium to secure the State Consent, which is to be borne by the Purchaser.</p> <p>The legal fees and disbursements for the preparation of the application for the State Consent shall be borne by the Developer provided always that the said application is handled by the Developer’s appointed panel solicitors.</p> <p>(iv) <u>Legal fees, stamp duties and disbursements for loan documentation</u></p> <p>To be borne by the Purchaser.</p>

Calculation of legal fees (based on the approved loan sum)

1 <sup>st</sup> RM150,000.00	-	1%
Next RM850,000.00	-	0.7%
Next RM2.0 million	-	0.6%
Next RM2.0 million	-	0.5%
Next RM2.5 million	-	0.4%

(v) Stamp duty, registration fees payable on Memorandum of Transfer and incidental cost, upon issuance of strata title

To be borne by the Purchaser.

Calculation of stamp duty (based on the valuation price or Purchase Price, whichever is higher)

First RM100,000.00	-	1%
Next RM400,000.00	-	2%
Thereafter	-	3%

**APPENDIX A**

**SCHEDULE OF PAYMENT**  
**PROGRESSIVE PAYMENT OF PURCHASE PRICE**

**Installments payable**

<b>Nos.</b>		<b>%</b>	<b>Amount (RM)</b>
1	Immediately upon signing of this Agreement 签署合约	10	
2	Within fourteen (14) days from the date of the Developer's written notice of the completion of :-  以下工程完成及收到发展商的书面通知书 14 天内： -		
(i)	The piling works 打桩工程	10	
(ii)	The foundation and footing works 地基和基础工程	10	
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(iii)	The construction and/or installation of the ceiling, electrical wiring, plumbing (without fittings), gas piping (if any) and internal telephone trunking and cabling 建设及安置天花板, 电线, 水管 (不含配件), 天然气管 (若有) 及内部电话布线	10	
3	Within fourteen (14) days from the date of the Developer's written notice of:- 收到发展商就以下项目发出的书面通知书 14 天内： -		
(i)	The issuance of Certificate of Completion and Compliance and upon handing over of vacant possession with water and electricity supply ready for connection; and 发出工程完成及合格证明书及移交房子予买者后 (电力与水供应准备连接)	57.5	
(ii)	the issuance of Certificate of Completion and Compliance and to be held by the Developer's solicitor as stakeholder, which payment shall be made to the Developer upon expiry of 12 months after vacant possession of the Commercial Unit is handed over to the Purchaser. 工程完成及合格证明书发出后, 由发展商的律师为信托人保留款项, 该款项将于房子交予买者 12 个月后付予发展商	2.5	
	<b>TOTAL</b>	<b>100</b>	