



NOTARY

I KADEK SURYA TAMANBALI, S.H., M.Kn

THE DECREE OF MINISTER OF LAW AND HUMAN RIGHT

REPUBLIC OF INDONESIA

NUMBER: AHU-01430.AH.02.01.YEAR 2021 DATED: 05 NOVEMBER 2021

C O P Y

NUMBER: 01

DATE : 24 January 2023

DEED : LEASE AGREEMENT

OFFICE:

Jl. Teratai No. 30 A, Dauh Peken Village, Tabanan Sub-District

Tabanan Regency – Bali

Tel. 082 340 393 434

Email: suryatamanbali41@gmail.com

LEASE AGREEMENT

Number: 01

-On this Tuesday, at 13.00 Wita (thirteen o'clock Central Indonesian Time Zone), dated 24-01-2023 (the twenty-fourth day of January two thousand twenty-three). -----

-Appear before me, **I KADEK SURYA TAMANBALI**, Bachelor of Law, Master of Notarial Law, Notary in Tabanan Regency, with official territory of Bali Province, in the presence of witnesses that I, Notary, know and shall be mentioned at the end of this deed: ---

1. Mister **I WAYAN YASA**, born in Badung, on 31-12-1963 (the thirty-first of December one thousand nine hundred sixty-three), Indonesian Citizen, Occupation: Private Employee, residing at Jalan Pantai Berawa Number 4, Banjar Pelambingan, Village/Kelurahan Tibubeneng, North Kuta Sub-District, Badung Regency, Bali Province, the holder of Residential Identification Card under the Residential Register Number (NIK): -----
5103063112630158. -----

2. Mister **I NYOMAN PUJAWAN**, born in Badung, on 05-07-1965 (the fifth of July one thousand nine hundred sixty-five), Indonesian Citizen, Occupation: Private Employee, residing at Jalan Pantai Berawa Number 4, Banjar Pelambingan, Village/Kelurahan Tibubeneng, North Kuta Sub-District, Badung Regency, Bali Province, the holder of Residential Identification Card under the Residential Register Number (NIK): 5103060507650002. -----

3. Mister **I KETUT PUJI ARSANA**, born in Badung, on 31-12-1967 (the thirty-first of December one thousand nine hundred sixty-seven),

Indonesian Citizen, Occupation: Civil Servant, residing at Jalan Pantai Berawa Number 4, Banjar Pelambingan, Village/Kelurahan Tibubeneng, North Kuta Sub-District, Badung Regency, Bali Province, the holder of Residential Identification Card under the Residential Register Number (NIK): 5103063112670204.-----

-in accordance with their statement to carry out legal action herein, jointly acting pursuant to the Genealogical Certificate and Legal Heir Certificate, each dated the same, namely 28-09-2022 (the twenty-eighth day of September two thousand twenty-two), drawn up privately, with sufficient stamp duty and approved by the Head of Banjar Dinas Pelambingan, the Head of Tibubeneng Village and Chief of North Kuta Sub-District, that are attached to the original of this deed. -----

Hereinafter in this deed is referred to as: -----

----- THE FIRST PARTY / THE LESSOR -----

1. Mister **VLADYSLAV STETSIUK**, born in Ukraine, on 13-11-1988 (the thirteenth of November one thousand nine hundred eighty-eight) Ukraine Citizen, the holder of Passport Number: FE394946. --
-in accordance with his statement, for temporary is Badung regency and to carry out legal act hereto, acting in his capacity as the President Director, therefore for and on behalf as well as representing PT. STETSYUK DEVELOPMENT INVESTMENT, having its domicile in Badung Regency, Bali Province, pursuant to the Deed of Establishment of the Limited Liability Company PT. STETSYUK DEVELOPMENT INVESTMENT, dated 29-09-2022 (the twenty-ninth of September two thousand twenty-two), Number: 40

(forty), drawn before BISTOK SITUMORANG , Bachelor of Law, Notary in Badung Regency, the Articles of Association of which Company has obtained approval from Minister of Law and Human Right of the Republic of Indonesia, dated 30-09-2022 (the thirtieth of September two thousand twenty-two), Number: ---- AHU-0067548.AH.01.01.Year 2022, its photocopy is attached to the original of this deed. -----

Hereinafter in this deed is referred to as: -----

----- THE SECOND PARTY/THE LESSEE -----

-The appearers have been known by me, Notary. -----

-The appearer of the First Party firstly stated that **I WAYAN YASA, I NYOMAN PUJAWAN and I KETUT PUJI ARSANA** are the heirs of the Deceased **I WAYAN TURUN** as stipulated in the Genealogical Certificate and Declaration of Heirs, each of the aforementioned document dated the same date, namely, 28-09-2022 (the twenty-eighth of September two thousand twenty-two), privately drawn up, with sufficient stamp duty, and approved by the Head of Banjar Dinas Pelambingan, the Head of Tibubeneng and Chief of North Kuta Sub-District. -----

-The appearers of the First Party hereby declared to have leased out 2 (two) plots of land to the appearer of the Second Party and the appearer of the Second Party hereby declared to have rented 2 (two) plots of land from the First Party: ----

1. A plot of Freehold Land Number 9077/Tibubeneng Village, pursuant to the Measurement Certificate dated 17-11-2022 (the seventeenth of November two thousand twenty-two), Number

9776/2022 in an area of 2,100 M2 (two thousand one hundred square meters), located in Tibubeneng Village, North Kuta Sub-District, Badung Regency, Bali Province, registered on behalf of **I WAYAN TURUN**. -----

2. A plot of Freehold Land Number 07668/Tibubeneng Village, pursuant to the Measurement Certificate dated 23-08-2018 (the twenty-third of August two thousand two thousand eighteen), Number 08082/TIBUBENENG/2018 in an area of 150 M2 (one hundred fifty square meters), located in Tibubeneng Village, North Kuta Sub-District, Badung Regency, Bali Province, registered on behalf of **I WAYAN TURUN**. -----

-This Lease, in accordance with the statement of both parties, has been entered into and accepted under the terms and conditions as mutually agreed by both parties as follows: --

----- **Article 1** -----

The First Party/The Lessor hereby declared to undertake to bind themselves to lease out to the Second Party/The Lessee who hereby undertakes and binds himself to rent from the First Party/The Lessor, for: -----

1. A plot of Freehold Land Number 9077/Tibubeneng Village, pursuant to the Measurement Certificate dated 17-11-2022 (the seventeenth of November two thousand twenty-two), Number 9776/2022 in an area of 2,100 M2 (two thousand one hundred square meters), located in Tibubeneng Village, North Kuta Sub-District, Badung Regency, Bali Province, registered on behalf of **I WAYAN TURUN**. -----

2. A plot of Freehold Land Number 07668/Tibubeneng Village, pursuant to the Measurement Certificate dated 23-08-2018 (the twenty-third of August two thousand two thousand eighteen), Number 08082/TIBUBENENG/2018 in an area of 150 M2 (one hundred fifty square meters), located in Tibubeneng Village, North Kuta Sub-District, Badung Regency, Bali Province, registered on behalf of **I WAYAN TURUN**. -----

The location and form of the land as stipulated in the SKETCH DRAWING OF THE LAND, privately drawn up with sufficient stamp duty dated today had been signed by the parties a form of their agreement, therefore further clarification is not necessary anymore and which sketch drawing is attached to the original of this deed. -----

-including any and all things available or embedded/planted on the land which due to their nature and designation as well as under the applicable law shall be deemed immovable properties, (hereinafter is referred to as the leased object including its appurtenances). -----

----- **Article 2** -----

-This lease shall commence on 24-01-2023 (the twenty-fourth of January two thousand twenty-three) and entered into for a period of 25 (twenty-five) years therefore it shall expire on 24-01-2048 (the twenty-fourth of January two thousand forty-eight). -----

-As far as the Second Party complies with his obligations as regulated herein, then the First Party/The Lessor or their

successor reserve no right to cancel/revoke/terminate this lease. -----

----- **Article 3** -----

-The First Party/the Lessor guarantee the Second Party/the Lessee, that: -----

a. The First Party/the Lessor has full right and is the only party having lawful right to lease our the aforementioned land;

b. The Land is not being leased out, is not in dispute, is not being confiscated as well as being used as a security of any debts or being used in any forms which may hamper the Second Party/the Lessee to utilize his rights herein; -----

c. Both now as well as in the future, the Second Party/the Lessee or other party appointed by the Second Party, including the Second Party in the future (if any) will have no claim and demand in any forms and ways from other parties stating to have joint right to the land; -----

d. The Second Party may carry out his rights as the Lessee of the Land without any hindrance from other parties. -----

e. The First Party/The Lessor hereby undertake and therefore bind themselves within a period of two (2) years to process the transfer of inherited land title (transfer of land title) to the name of the abovementioned Testators at the Land Office of Badung Regency and all the costs shall be fully borne by the First Party. -----

----- **Article 4** -----

-The money for the entire lease term of the two (2) land plots as stipulated in Article 1 above is in the amount of Rp. 9,250,000,000. - (nine billion two hundred fifty million rupiah), which shall be paid in stages, namely with the payment as follows: -----

1. -The First Payment (1) shall be paid by the Second Party to the First Party in the amount of Rp. 800,000,000. - (eight hundred million rupiah) on the date this deed of lease is signed. -----

-and the First Party shall be obliged to issue separate Bill (receipt) for each payment received. -----

2. -The Second Payment (2) shall be paid by the Second Party to the First Party in the amount of Rp. 1,500,000,000. - (one billion five hundred million rupiah), at the latest of Tuesday dated 28-02-2023 (the twenty-eighth of February two thousand twenty-three). -----

-and the First Party shall be obliged to issue separate Bill (receipt) for each payment received. -----

3. -The Third Payment (3) shall be paid by the Second Party to the First Party in the amount of Rp. 1,500,000,000. - (one billion five hundred million rupiah), at the latest of Friday, dated 31-03-2023 (the thirty-first of March two thousand twenty-three). -----

-and the First Party shall be obliged to issue separate Bill (receipt) for each payment received. -----

4. -The Fourth Payment (4) shall be paid by the Second Party to the First Party in the amount of Rp. 1,500,000,000. - (one billion five hundred million rupiah), at the latest of Sunday, dated 30-04-2023 (the thirtieth of April two thousand twenty-three). -----

-and the First Party shall be obliged to issue separate Bill (receipt) for each payment received. -----

5. -The Fifth Payment (5) shall be paid by the Second Party to the First Party in the amount of Rp. 1,500,000,000. - (one billion five hundred million rupiah), at the latest of Wednesday, dated 31-05-2023 (the thirty-first of May two thousand twenty-three). -----

-and the First Party shall be obliged to issue separate Bill (receipt) for each payment received. -----

6. -The sixth Payment (6) shall be paid by the Second Party to the First Party in the amount of Rp. 1,500,000,000. - (one billion five hundred million rupiah), at the latest of Friday, dated 30-06-2023 (the thirtieth of June two thousand twenty-three). -----

-and the First Party shall be obliged to issue separate Bill (receipt) for each payment received. -----

7. -The Seventh Payment (7) shall be paid by the Second Party to the First Party in the amount of Rp. 950,000,000. - (nine hundred fifty million rupiah), at the latest of Monday, dated 31-07-2023 (the thirty-first of July two thousand twenty-three). -----

-and the First Party shall be obliged to issue separate Bill (receipt) for each payment received. -----

-The aforementioned payment shall be transferred to the bank account as follows: -----

Bank : MANDIRI. -----

Account Number : 1750000885854 -----

Name : I NYOMAN PUJAWAN. -----

-If the Second Party is late to pay from the period of payment determined above, the Second Party shall be obliged to pay for penalty in the amount of 0.1% (zero-point one percent) per day from the amount of nominal payment of lease per month. -----

-Any overpayment transfer from the Second Party to the First Party shall be calculated for the payment in the following month, until the payment reaches the total agreed amount, namely Rp. 9,250,000,000. - (nine billion two hundred fifty million rupiah). -----

-If the Second Party did not pay for the outstanding or lease payment completion at the time mentioned above, then the Lessee shall be declared to fail, and the failure has caused this lease shall only be applicable for the period of which lease has been paid for. -----

-In other words, the term of this lease is shortened based on the lease payments that have been paid for. -----

----- **Article 5** -----

-The Second Party/the Lessee is allowed /permitted by the First Party/the Lessor to construct building as a place of business

and/or place of residence on the leased land, based on the form and construction desired by the Second Party/the Lessee himself as well as to make any modification or variation and/or additions to the building, providing that said addition or modification shall comply with the regulations from the authorities and all costs as well as risks for the works shall be accounted for by the Second Party/the Lessee himself. ---

(For the forms, types, materials and construction of the building, the parties stated to have known and comprehended them, therefore further clarification herein is not required).

-If required by the Second Party, the First Party/the Lessor hereby bind themselves to assist the Second Party/the Lessee to provide assistance without any compensation in relation to the permits for the place of business and/or place of residence, including but not limited to the arrangement on behalf of the First Party as the land owner to obtain Building Construction Approval (PBG)/Certificate of Occupancy (SLF), providing that all relevant costs shall be borne by the Second Party/the Lessee. -----

-After this lease expires, the building shall be owned by the First Party/the Lessor, except for the removable buildings or iron/steel frame/construction (poles as well as roof), shall remain to be owned by the Second Party/the Lessee. If the Second Party intends to remove/dismantle the buildings, then all costs and fees arising for the removal and dismantling of

the aforementioned houses shall be borne and paid for by the Second Party/the Lessee himself. -----

----- **Article 6** -----

-The Second Party/the Lessee is allowed and permitted to sublease the leasehold to other parties both partly as well as wholly without written consent from the First Party, however the Second Party shall provide written/verbal notification to the First Party/the Lessor. -----

-In the event that the business carried out by the Second Party and/or the party assigned by the Second Party, the Second Party may operate and manage without permission, consent or hindrance from the First Party providing that it shall be in compliance with the applicable laws and regulations and all obligations but not limited to the taxation, permits and costs arising shall be fully the responsibilities of the Second Party/the Lessee. -----

----- **Article 7** -----

-The Second Party/the Lessee shall be obliged to comply with all available provisions and/or regulations and/or made available in the future by the authorities concerning the utilization of land for the building as well as its compound.

-All violation against the regulations shall be accounted by the Second Party/the Lessee himself. -----

----- **Article 8** -----

-During the validity of this agreement, the Land Tax for the

Land and building shall remain to be borne and paid for by the Second Party/The Lessee. -----

-Income Tax (PPH) in the amount of Rp. 925,000,000. - (nine hundred twenty-five million rupiah) arising from this agreement charged under the laws and regulations arising as the result of this lease shall be borne and paid for on behalf of the First Party/the Lessor after the First Party receive full payment from the Second Party with the procedures as follows: -----

-in the amount of Rp. 390,000,000 (three hundred ninety million rupiah) shall be paid for by the First Party; -----

-the rest in the amount of Rp. 535,000,000 (five hundred thirty-five million rupiah) shall be paid for by the Second Party on behalf of the First Party. -----

-While for the application and installation of electricity, drinking water and telephone for the building shall be borne by the Second Party. Any and all invoices arising due to the utilization of the leased object shall be borne by the Second Party/the Lessee. -----

-Upon the lease term expires, the Second Party shall be obliged to pay completely any and all invoices for the rest of utilization. -----

----- **Article 9** -----

-The Second Party/the Lessee may only use what is being rented as a place of business and/or residence. -----

-The tax arising for the business operated on the leased land shall be borne by the Second Party/the Lessee. -----

----- **Article 10** -----

-If this lease has expired, it can be extended upon mutual agreement of both parties. -----

-In the event that the Second Party intends to extend the leased object herein, the First Party/the Lessor guarantees the Second Party to extend the lease term for at least 10 (ten) years. -----

-If the lease extension is more than 10 (ten) years above, agreement is required from both parties. -----

-The Second Party/the Lessee can extend this lease term 3 (three) months prior this lease expires and the Second Party/the Lessee shall convey his intention in writing to the First Party/the Lessor in which concerning the land price (excluding the building), the market price determined by 3 (three) independent appraisers shall be applicable. -----

-The provisions regarding this lease extension have been agreed by the parties at this time for the future, binding and applicable for the heirs of each party, as well as the successors and obligations of each party, including the new owner of the leased land (in the event that the land is sold/assigned to other parties and beneficiary of the leasehold of the Second Party (if, this leasehold is to subleased to other parties both partly as well as wholly. -----

----- **Article 11** -----

-If this lease (and its extension if any) has expired or cancelled, then all buildings constructed on the aforementioned land shall be emptied by the Second Party/the Lessee within a period of 30 (thirty) days upon this lease expires or is canceled and then handed over to the First Party/the Lessor without any compensation whatsoever. -----

-If the Second Party/the Lessee fails to do it within the period determined, the lapse of time shall be sufficient evidence of the Second Party/the Lessee's negligence, therefore, warning through Bailiff's Letter or other similar letters are not necessary any more, and the First Party/the Lessor reserve the right to vacate the building themselves, if necessary with the assistance of the authorities and all costs expended for said purpose shall be borne and paid for by the Second Party/the Lessee himself. -----

-Further, permanent buildings and fittings shall be owned by the First Party/the Lessor. For non-permanent building and fittings or items which may be dismantled or removed or any items under its nature and laws are considered movable properties shall remain the properties of the Second Party/the Lessee. -----

----- **Article 12** -----

-This Lease Agreement shall not be terminated due to the sale or handover of the leased land or due to the death of one of the parties to this deed. If the last event occurs, then this agreement shall be automatically continued and valid between

the surviving party and the heirs of the death party, or between their heirs, if both parties passes away until this lease expires and shall remain to be valid until the Second Party/the Lessee is liquidated. -----

----- **Article 13** -----

Concerning this deed and all its consequences as well as implementation, the parties select a general and legal as well as permanent place of domicile at the Registration Office of District Court of Denpasar. -----

-Finally, the parties declare: -----

1. To guarantee that the appearers executing this deed are the persons having the authority to act legally under the law; -

2. All the contents of this deed has been read by me, Notary, and the appearers have understood and comprehended the contents of this deed; -----

3. -To guarantee the truth dan originality of all documents, as well as the truth of all statements of the parties related to this deed given to me, Notary; -----

4. -To agree to sign this deed and guarantee the originality and truth of the appearers' signature; -----

5. To guarantee the originality and truth of the finger prints of the appearers sticked to before me, Notary as well as attached to the original of this deed. -----

----- **Article 14** -----

-The costs of this deed and any as well as all things related to production of this deed shall be borne and paid for by the Second Party. -----

----- **Article 18** -----

-Concerning this deed and all its consequences, both parties choose a legal and permanent legal place of domicile at the Registration Office of District Court of Denpasar. -----

----- IN WITNESS WHEREOF -----

This deed is entered into in Bandung, on the day and date as stipulated at the preamble of this deed, in the presence of :

1. Miss **NI KOMANG PUTRI TAMAYANTI**, born in Gubung, on 20-05-2000 (the twentieth day of May two thousand), Indonesian Citizen, the staff of Notary/Land Deed Conveyancer I KADEK SURYA TAMANBALI, Bachelor of Law, Master of Notarial Law, residing at Banjar Gubung Baleran, Gubung Village, Tabanan Sub-District, Tabanan Regency, Bali Province. -----

2. Mister **I WAYAN RIZKY DEVANTARA PUTRA**, born in Senapahan, on 31-12-2002 (the thirty-first of December two thousand two), Indonesian Citizen, the staff of Notary/Land Deed Conveyancer I KADEK SURYA TAMANBALI, Bachelor of Law, Master of Notarial Law, residing at Banjar Senapahan Kaja, Banjar Anyar Village, Kediri Sub-District, Tabanan Regency, Bali Province, Residential Register Number (NIK): 5102063112020004. -----

Both are my staff, Notary, as witnesses. -----

-After I, Notary, read this deed to the appearers and witnesses, then this deed is immediately signed by the appearers, witnesses, and me, Notary. -----

-Entered into by using six alterations, namely, three alterations due to additions, one due to streak and two due to streaks with substitutions. -----

-The original of this deed has been properly signed. -----

-Given as a **COPY** with the same contents. -----

24 JAN 2023

[seal][stamp duty][signature]

(**I KADEK SURYA TAMANBALI, S.H., M.Kn.**)

I, Dr. Drs. I Wayan Ana, M.Hum, Authorized Translator and Interpreter under the Deed No. 74/2022 and HPI Member No.: HPI 01-12-0527 do certify that the English version above is accurate and complete translation of the Indonesian source text to the best of my knowledge and belief.

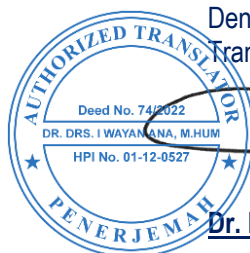
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Denpasar, 07 February 2023

Translated based on the source text by



Dr. Drs. I Wayan Ana, M.Hum