

CLIENT	:	-----
DOCUMENTS TO REVIEW	:	- Scanned copy of Hak Milik certificate №7589 Desa \ Canggu; - Photo of Citizen Identification Card (<i>KTP</i>) Number 5103062508750003 of I Nengah Mertanadi; - Scanned photocopy of Family Card Number 5103060606160008 dated 12.05.2022 registered on behalf of the head of household I Nengah Mertanadi - Scanned copy of a Letter of Genealogical Proof Statement 29.11.2021; - Scanned copy of Deed of Lease Number 17 dated July 15, 2022 made before Notary I Putu Deny Wirayanta., S.H., M.Kn. between Ni Wayan Judri, I Wayan Mursada, I Nengah Mertanadi and Yulianty; - Draft of Agreement on the transfer and handover of the lease rights - Scanned copy of proof of PBB payment for year 2021
PREAMBLE	:	Mrs. Dokteranda Yulianty, is the holder of the land lease rights on the Hak Milik certificate №7589 Desa\ Canggu based on the Deed of Lease Number 17 dated July 15, 2022 made before Notary I Putu Deny Wirayanta., S.H., M.Kn. between Ni Wayan Judri, I Wayan Mursada, I Nengah Mertanadi and Yulianty, as a natural person, had built a real estate construction project named Kara Loft and wishes to transfer the leasehold rights to the potential clients which will be carried out through Agreement on the transfer and handover of the

ANALYSIS

: ORIGINAL LAND RIGHT

The land with total area of 540 m² was obtained from the Hak Milik certificate №7589 Desa \ Canggu (SHM) Number 5107, covering an area of 1865 m² and has been legally granted a land lease to **Mrs. Dokteranda Yulianty** for its utilization.

The original owner of Hak Milik Certificate I Wayan Remeng has passed away. His heirs were determined to be **Ni Wayan Judri, I Wayan Mursada, I Nengah Mertanadi**, which is confirmed by Scanned copy of a Letter of Genealogical Proof Statement 29.11.2021. The aforementioned details correspond with subject requirements implemented in legislation of Indonesia, which confirms legal rights of parties of Deed of Lease Number 17.

Along with provided proof of legal rights Bali Business Consulting was provided with proof of PBB payment to ensure the validity of transfer of Leasehold rights to **Mrs. Dokteranda Yulianty**.

Due to aforementioned facts and considering that Deed of Lease Number 17 dated July 15, 2022 between Ni Wayan Judri, I Wayan Mursada, I Nengah Mertanadi and Yulianty was made before duly registered and licensed Notary I Putu Deny Wirayanta., S.H., M.Kn.

We consider the land rights aspect of the deal to be Clear and Clean and in full correspondence with legislation of Indonesia.

TRANSFER OF LEASE TO THE CLIENT

Based on our analysis, Article 1 of the Deed of Lease Number 17 states that the lease period for the land started on 10.05.2022 and will remain until 10.03.2048.

According to our analysis, Article 2 of the Deed of Lease Number 17 states that **Mrs. Dokteranda Yulianty** has an obligation to pay the land lease in 3 (three) installments. We assume that the first and Second installment payment, as stated in Article 2.1 and 2.2, has been paid to **Ni Wayan Judri, I Wayan Mursada, I Nengah Mertanadi**.

RECOMMENDATION AND CORRECTION	: Our recommendations for amendment / addition to the Draft of Agreement on the transfer and handover of the lease rights are as follows. Amendment in preamble part is needed: 1. A guarantee to finalize the procedure of receiving of PBG with commercial status need to be added. 2. Paragraph that regulates the decision to not implicate notary in case of dispute should be amended for protection of Interests of the client. Article 2: Request proof of payment of Income Tax (PPH) for the lease that is borne and paid by the lessor once the lease has been executed. Article 3: Clause 3 - Penalty for First party should be implemented into the agreement in Case Second party will need to vacate the property before the end of the lease period. Clause 4 – Extend of discussion and mechanism of approval if such exists in regard to management and marketing should be clarified. Road access and common space usage clauses should be added to the agreement.
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This report is based on the document(s) provided in soft copy, and is prepared for the Client's consideration only to obtain legal and confidential information for the Client's personal needs, and it is not to be shared with other parties without permission from Bali Business Consulting or the parties involved in the agreement.

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