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MAY 2025
RUMAH
CHIPELAGO
VILLAS



PROJECT MANAGEMENT AGREEMENT

VOL. 1 - PADONAN, CANGGU
UPDATED ON 23RD OF JANUARY 2025

www.rumaharchipelagovillas.com

PT Rumah Archipelago Indonesia
Jalan Ratna No 80, Sumerta Kauh, Denpasar Timur, Kota Denpasar, Bali, Indonesia
www.rumaharchipelagovillas.com | rumaharchipelago@gmail.com



PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement ("Agreement") is entered into on the 8th of April 2025, by and between:

- **PT Rumah Archipelago Indonesia:**
 - Represented by its Director, [REDACTED]
 - Passport Number: [REDACTED]
 - Date and Place of Birth: [REDACTED]
 - Hereinafter referred to as **"the First Party."**
- **TROPICAL LOFT villa 3 DAO LLC:**
 - Represented by an Authorized Person, [REDACTED]
 - Passport Number: [REDACTED]
 - Date and Place of Birth: [REDACTED]
 - Phone number: +6285190142551
 - E-mail: am@binaryx.com
 - Hereinafter referred to as **"the Second Party."**

Collectively, they are referred to as **"the Parties."**

ARTICLE 1 – STATEMENT

The Second Party has selected Unit No. 3, as marked in the Master Plan attached to this Agreement and verified by the Notary. The exact location can be referenced on Google Maps: [Padonan Tropical Loft](#), with coordinates 8°37'44.3"S 115°09'48.4"E.

The First Party agrees to provide project management services to the Second Party. The price stated in Article 5 includes the following costs:

- **Project Management Villa** : USD 20,000
- **Construction Villa** : USD 149,000
- **Leasehold Villa** : USD 20,000
- **Furniture Villa** : USD 25,000

ARTICLE 2 – SERVICES

2.1 Project Management

The First Party undertakes to manage the project **"Rumah Archipelago Villas, Padonan Tropical Loft"**, which includes the following:

- Transferring the leasehold rights for a plot of land to the Second Party.

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- Organizing and assuming full responsibility for the construction of the villa on the specified land plot.
- Obtaining all necessary permits and documents required for the Second Party's full use of the villa.

2.2 Construction

The First Party commits to managing the construction of the villa in accordance with the agreed design, floor plans, landscape plans, and other documentation provided and approved by the Second Party. This includes:

- Independently entering into a construction agreement with a contractor.
- Fully supervising the construction process until the completion and formal acceptance of the villa by the Second Party.
- Managing warranty services for the villa and rectifying any defects within one year after the transfer of the villa to the Second Party.
- Covering all costs related to the contractor's work and other construction expenses.

2.3 Leasehold

The First Party agrees to enter into a leasehold agreement with the Second Party for the land plot intended for the construction of the villa.

- The size of the land plot and the leasehold term will be clearly defined in the Leasehold Agreement and verified by a Notary.
- The start date of the leasehold, as recorded in the Leasehold Agreement verified by a Notary, will align with the date the client signs the agreement. The leasehold term will conclude on **October 26, 2055**.
- This Leasehold Agreement is an integral part of this Project Management Agreement.

2.4 Furniture

The First Party undertakes to fully equip the villa with the furniture and equipment listed in the attachment to this contract.

ARTICLE 3 – PROJECT LOCATION

The Project Management Services described in this Agreement will be provided for the project located at:

- **Address: Rumah Archipelago Villas (in Google Maps)**
<https://maps.app.goo.gl/HBLEEjCFSXaAXGpV7>
- **Google Maps Coordinates: 8°37'44.3"S 115°09'48.4"E.**

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ARTICLE 4 – DURATION OF PROJECT MANAGEMENT SERVICES

4.1 Project Management Period

The Project Management Services will be rendered for 12 months, starting from the date the First Party receives the first payment from the Second Party, as outlined in the Payment Plan.

4.2 Extension of Duration

If project completion is delayed due to unforeseen circumstances, the First Party will notify the Second Party as soon as practicable. The duration of the Project Management Services will be extended to accommodate the estimated completion time without incurring additional payments.

ARTICLE 5 – PAYMENT PLAN

5.1 Total Project Price

The total price for the project is:

- USD 214, 000 (Two hundred and fourteen thousand US dollars); or equal with USDT 214, 000 (Two hundred and fourteen thousand USDT).

5.2 Payment Plan and Terms

The First Party agrees to receive payment in installments, based on the sales of the property through the Second Party's platform. The total payment shall be completed within a maximum period of three(3) months.

5.3 Payment Details

All payments as stated above should be transferred by the Second Party to the First Party using the following account details:

- **Cryptocurrency:**
 - USDT TRC20 (Tron)
 - **Crypto Wallet:** TCiUJBAK73SvvMngFHPTS5HzTdFaG2pTT8
- **Proof of Payment:**
 - The Second Party must send proof of payment to the First Party every time a payment is made to the following contact and to the Notary who verified the agreement:
 - **Name:** [REDACTED]
 - **Phone:** [REDACTED]
 - **Email:** rumaharchipelago@gmail.com
 - **Address:** Jl. Ratna 80, Bali, 8023

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ARTICLE 6 – RESPONSIBILITIES OF THE FIRST PARTY

The responsibilities of the First Party are as follows:

- Provide the design, floor plan, landscape plan, and list of furniture and equipment for confirmation by the Second Party within 2 (two) months of signing this Project Management Agreement.
- Create and share digital records of the Project and provide the Second Party with updates on the Project's progress.
- Keep the Second Party informed promptly of all significant developments in the Project.
- Advise the Second Party on any defects arising or found during the warranty period and supervise remedial works performed by the contractor.
- Notify the Second Party upon completion of the Project and invite the Second Party to perform a joint inspection within 14 (fourteen) days following completion. If the Second Party is unable to perform the joint inspection with the First Party, the Second Party shall authorize the First Party to conduct the review.
- Pay all costs to contractors for the implementation of the Project.
- Ensure that the Second Party receives a 2-years building and MEP guarantee, and a 10-years structural guarantee without any additional costs, as long as the repairs requested are covered by the warranty.
- Make the payment for the Notary fee related to this transaction.
- Assist the Second Party with any future leasehold extensions, modifications, or related discussions with the landlord. The First Party will provide full assistance for these matters without charging any additional commission or fees.

Contact Information:

- Name: [REDACTED]
- Phone: [REDACTED]
- Email: rumaharchipelago@gmail.com
- Address: Jl. Ratna 80, Bali, 80236

ARTICLE 7 – RESPONSIBILITIES OF THE SECOND PARTY

The responsibilities of the Second Party are as follows:

- Confirm the design, floor plan, landscape plan, list of furniture, and equipment for the Project to the First Party within 2 (two) months of signing this Project Management Agreement.
- Make payments according to the Payment Plan.

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- Inform the First Party in advance about possible delays, no later than 7 (seven) days before the payment due date, and discuss a new payment date with the First Party.

ARTICLE 8 – RIGHTS OF THE FIRST PARTY

The rights of the First Party in rendering the Project Management Services according to this Agreement are as follows:

- Taking into account the preferences of the Second Party, fully decide on the specifications of the Project.
- Communicate and coordinate with all contractors to discuss Project progress.
- Receive payments on time from the Second Party, as outlined in Article 5 of this Agreement.

ARTICLE 9 – RENT INCOME GUARANTEE

The First Party agrees to provide the Second Party with a **net rental income of \$2,200 USD** (Two thousand two hundred US dollars) or an equivalent amount of 2,200 USDT (Two thousand two hundred USDT) per month for a **duration of 3 (three) months** from the date of signing this agreement.

ARTICLE 10 – RIGHTS OF THE SECOND PARTY

The rights of the Second Party in rendering the Project Management Services according to this Agreement are as follows:

- The Second Party may, at any time, enter the Project area to review the progress of the project, provided that advance notice is given to the First Party.
- The Second Party may request an update on the progress of the Villa project at any time.

ARTICLE 11 – REPRESENTATION AND WARRANTIES

The Parties mutually represent and warrant the following:

- Both the First and Second Party agree to maintain strict confidentiality regarding all data and information received under this Agreement. Neither Party shall disclose any confidential information to third parties, except where required by law or if the information is publicly available.

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- Neither Party shall transfer or assign any part of their rights or obligations under this Agreement to any other Party without prior written consent from the other Party.
- The Second Party agrees to allow the appointed Notary, agreed upon by both Parties, to hold the Deed of Lease Rights Transfer until all payments specified in Article 5 have been made. The Second Party further agrees not to transfer the lease to any other party until all payments have been fulfilled.
- All aspects related to the design, floor plan, landscape, furniture, and equipment as agreed upon by both Parties will be described in an appendix. This appendix shall form an inseparable part of this Agreement, and both Parties are obligated to sign it within two (2) months of signing this Project Management Agreement.
- The First party guarantees that all costs related to obtaining the SLF (Certificate of Completion of Construction) and other necessary documentation in accordance with the applicable legislation, as well as the performance of construction work for this purpose (including as required by competent authorities), are entirely borne by the First party.
- The First party guarantees that all claims from third parties (including competent authorities) regarding the availability of permit documentation during construction, its obtaining, completeness, and compliance with the applicable legislation will be resolved by and at the expense of the First party.
- The First party guarantees that the complete set of construction documentation for the Project, including but not limited to the SLF (Certificate of Completion of Construction), will be obtained after the completion of construction work in the manner and within the deadlines established by the applicable legislation.

ARTICLE 12 – DISPUTE RESOLUTION

- This Agreement shall be governed by and construed under the laws of the Republic of Indonesia.
- The Parties agree to resolve any disputes, uncertainties, or issues not addressed in this Agreement amicably and in good faith.
- If an amicable resolution cannot be reached, the Parties agree that any disputes shall be resolved at the Denpasar District Court in Bali, which shall serve as the exclusive legal domicile for such matters.

W. K.

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ARTICLE 13 – FORCE MAJEURE

Neither Party shall be liable for delays, costs, losses, or expenses caused by force majeure events. These include, but are not limited to, pandemics, fires, strikes, floods, riots, wars, terrorism, government regulations or policies, or any other events beyond the Parties' reasonable control. This also covers conditions such as prolonged periods of rain that render the construction site inaccessible or unworkable.

ARTICLE 14 – MISCELLANEOUS

- This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, and assigns. If either Party passes away, this Agreement shall remain in full force and effect between the surviving Party and the heirs of the deceased, or between the heirs of both Parties in the event both pass away.
- Any matters not sufficiently addressed in this Agreement, or any changes to its provisions, shall be documented in a separate addendum, which will be signed by both Parties and deemed an integral part of this Agreement.
- If any provision of this Agreement is deemed invalid or prohibited by law, such invalidity shall not affect the enforceability of the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Project Management Agreement in two (2) original copies, each having the same legal effect, after carefully reviewing and understanding its contents. The Agreement is signed by the Parties on the date stated at the beginning of this document.

Signed by

Подписант:

PARTY A

Подписант:
BCC2DFF9...
PT. RUMAH ARCHIPELAGO
INDONESIA

Director



PARTY B

DocuSigned by:

A74BFDAAD44EB...

Client



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THANK YOU

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