

- AGREEMENT -

-The undersigned: 21.03.2025 (Twenty first of March, two thousand twenty-five) -----

Name : **SHAFKAT KHODZHAKULOV**.-----

Place/Date of Birth : Tajikistan, 28 November 1992.-----

Temporary Address : Jalan Uluwatu 2 Gang Ojolali, Banjar
Mekar-- Sari, Kelurahan Jimbaran,
Kecamatan Kuta---- Selatan, Kabupaten
Badung, Provinsi Bali----

Passport Number : 400716894.-----

-acting in his position as Director of
the Company, hereinafter referred to
as, and therefore legally represents
the board of directors and thus
legally represents **Limited Liability
Company "PT. ELITE VILLAS BALI"**, based
in Kabupaten Badung, whose articles of
association were established by a deed_
dated 03-05-2023 (third of March, two
thousand twenty-three), Number: 22,
before **INDRA DELIANSYAH, Bachelor of
Law, Master of Notary**, a Notary in

Kabupaten Bandung, whose articles of association were approved by the Minister of Law and Human Rights of the Republic of Indonesia through a Decree dated 04-05-2023 (fourth of May, two thousand twenty-three), Number: AHU 0031876.AH.01.01. YEAR 2023, along with its latest amendment by a Deed dated 15-07-2024 (fifteenth of July, two thousand twenty-four), Number: 47, made before me, a Notary in Kota Denpasar, whose deed has been received and recorded in the Legal Entity Administration System database of the Ministry of Law and Human Rights of the Republic of Indonesia dated 15-07-2024 (fifteenth of July, two thousand twenty-four), Number: AHU-AH.01.09-0226446. For the purpose of drafting this deed, each official copy has been shown to me, the Notary, and its copy is attached to the original of this deed.

-hereinafter referred to in this deed as:-----

----- **The First Party** -----

Name : **"Bali Balance Ocean villa 3 DAO LLC"** on
authorized person of **ANDRII FEDOSOV**.-----

Place/Date of Birth : Deu, 03 Mei 1990.-----

Passport Number : FJ225551.-----

-hereinafter referred to in this deed as:-----

----- **The Second Party** -----

-The First Party and the Second Party, hereinafter collectively
referred to as **the Parties**.

-The Parties hereby declare the following:-----

1. That the First Party is the owner of a plot of land, namely:

-A plot of land with Right to Build Certificate Number:
2297/Desa Ungasan, according to the Survey Document dated
04-09-2023 (fourth of September, two thousand twenty-
three), Number: 15822/UNGASAN/2023, located in Desa
Ungasan, Kecamatan Kuta Selatan, Kabupaten Badung, Provinsi
Bali, in which the details are more clearly described in
the Right to Build Certificate dated 04-09-2023 (fourth of
September, two thousand twenty-three), with the latest
amendment dated 02-02-2024 (second of February, two
thousand twenty-four), issued by the authorized official in
Kabupaten Badung, registered under the name of the Limited
Liability Company **"PT. ELITE VILLAS BALI," based in
Kabupaten Badung.**

2. That the Second Party intends to invest in the First Party,
and the First Party agrees to receive the investment from the

Second Party for 1 (one) villa named Bali Balance Ocean Villa 3 DAO LLC, located on the land mentioned above, in which the details of the buildings will be specified in Article 1 of this agreement.--

-In connection with these matters, the parties hereby agree to enter into an agreement under the following terms and conditions:-----

----- **ARTICLE 1** -----

----- **OBJECT** -----

1. The object of this Agreement is a villa located on the land rented by the Second Party from the First Party, with the following details:

- Building Area : 160 m2 (one hundred sixty square meters);-----
- Type of Building : Villa;-----
- Number of Floors : 2 floors;-----
- Number of Bedrooms : 3 kamar tidur;-----
- Facilities : living space, ocean view, private pool and rooftop with an area of 30 m2 (thirty square meters rooftop).-----

-Each villa is built on a land area of 160 m² (one hundred sixty square meters), which is part of the Right to Build Certificate Number 2297/Ungasan, according to the Survey Document dated 04-09-2023 (fourth of September, two thousand

twenty-three), Number: 15822/UNGASAN/2023, with a total area of 810 m² (eight hundred ten square meters), located in Desa Ungasan, Kecamatan Kuta Selatan, Kabupaten Badung, Provinsi Bali, in which the details are more clearly described in the the Right to Build Certificate dated 04-09-2023 (fourth of September, two thousand twenty-three), with the latest amendment dated 02-02-2024 (second of February, two thousand twenty-four), issued by the authorized official in Kabupaten Badung and registered under the name of the **Limited Liability Company "PT. ELITE VILLAS BALI," based in Kabupaten Regency.**

-Further details, such as the Location Map and Villa Layout, will be attached as an Appendix (Lampiran), which forms an integral part of this Agreement..-----

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(hereinafter referred to as the Property).-----

2. The Property invested in by the Second Party will become the property of the Second Party. Therefore, all profits obtained from the Property will be the right of the Second Party.-----

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3. The Second Party is prohibited from using the Property built on the Land for activities that violate applicable laws and regulations. If such violations occur purely due to the fault of the Second Party, all consequences will be the responsibility of the Second Party.

----- PASAL 2 -----

----- INVESTMENT AND PAYMENT -----

1. The total investment price for the Property and Land is
365.000 USD (Down payment 2,500 USD already paid)-----

2. The payment will be made in 4 (four) installments as follows:-----
 - a. First Stage: An amount of 107,000 USD will be paid by the Second Party to the First Party no later than 04th April 2025 (Fourth of April, two thousand twenty-five).-----

 - b. Second Stage: An amount of 109,500 USD will be paid by the Second Party to the First Party on 4th July 2025 (Fourth of July, two thousand twenty-five).-----
 - c. Third Stage: An amount of 109,500 USD will be paid by the Second Party to the First Party on 4th November 2025 (Fourth of November, two thousand twenty-five).-----
 - d. Fourth Stage: An amount of 36,500 USD will be paid by the Second Party to the First Party after one year from the date of signing this agreement, no later than 21th March 2026 (Twenty first of March, two thousand twenty-six).
3. The payment for the investment and rent will be made by the Second Party directly to the First Party through a transfer to:

Bank : PT. BANK NEGARA INDONESIA (PERSERO) TBK.

Branch : DENPASAR BRANCH
Account Name : PT. ELITE VILLAS BALI
Account Number : 1913920231 (USD)
Swift Code : BNINIDJAXXX

-which will be proven by a valid receipt or proof of transfer.-----

-The funds used for this investment and rent are not connected to any legal issues.-----

4. If the deadline for the first, second, third and fourth payment stages, as mentioned above, has passed and the Second Party fails to make the payment, both parties agree that this agreement shall be null and void by operation of law. Any funds already paid by the Second Party shall be refunded by the First Party after the property has been successfully sold to another investor (Down payment nonrefundable) -----

If the second, third and fourth payment deadlines mentioned above have passed and the Second Party has not made the payment, both parties agree that this agreement will be legally void. The money already paid by the Second Party will be returned by the First Party after the property is sold to another investor.

----- **ARTICLE 3** -----

----- **CONSTRUCTION** -----

1. The construction of the Property is currently in progress and is scheduled to be completed on June 30, 2025. After

the construction is completed, a period of two (2) months will can be allocated for finalizing and tidying up the---
--- building until the handover of the Property, which is set for August 30, 2025. -----

2. If the Property handover has not been conducted by August -- 30, 2025, the First Party shall be subject to a penalty - of 0.1% (zero point one percent) of the Property price per month. -----

----- **ARTICLE 4** -----

----- **STATEMENTS AND WARRANTIES** -----

1. The First Party is the legal owner of the land on which the Property is built. -----
2. The First Party guarantees that the Property will be delivered in good condition, is not leased to any third party, has not been sold or transferred to any other party, is not under seizure, is free from disputes, and is not pledged as collateral for any debt. -----
3. The First Party or its successor guarantees that if the Land is pledged, sold, or transferred in any manner to any party, the Second Party or its successor shall remain the rightful owner of the Property, and this Agreement shall remain valid. The new owner or the new certificate holder shall be bound by and subject to the provisions of this Agreement. -----

4. The First Party guarantees that the Second Party shall not face any disturbances from any party regarding the Property. If, in the future, the Second Party encounters any obstacles or disputes from any third party, the First Party shall defend and uphold the rights and interests of the Second Party to ensure that the Second Party remains free from any such disturbances. -----
5. **The First Party guarantees that the Second Party shall acquire ownership of the land and property by selling it to a company owned by the Second Party, upon full payment as stipulated in Article 2 of this Agreement. Upon full payment, both parties shall sign a Sale and Purchase Deed before a Notary and Land Deed Official (PPAT) for the sale and transfer of ownership to the company owned by the Second Party.** -----
6. The First Party guarantees the ownership of a valid Building Construction Permit (IMB), Building Approval (PBG), and/or Certificate of Feasibility for Use (SLF).----

----- **ARTICLE 5** -----

----- **HANDOVER** -----

1. The First Party shall deliver the Property to the Second Party no later than August 30, 2025, or be subject to a penalty of 0.1% per month.-
2. The First Party provides the following warranties to the Second Party :-----

a. 10 (ten) years for the construction; and-----

b. 5 (five) years for the interior design.-----

If any damage occurs to the construction or interior design within the warranty period, the First Party shall repair such damage at its own expense. -----

----- **ARTICLE 6** -----

----- **LEGAL HEIRS** -----

This Agreement shall not terminate upon the death of either party but shall continue to be carried out by the legal heirs of each party until the Agreement's term is completed.-----

----- **ARTICLE 7** -----

----- **DISPUTE RESOLUTION** -----

1. This Agreement and all its legal consequences shall be governed solely by the laws and regulations in force in the Republic of Indonesia. -----
2. In the event of a dispute between the Parties, it shall be resolved through deliberation and mutual agreement. However, if no agreement is reached within sixty (60) calendar days after the dispute arises, the Parties agree to submit to the jurisdiction of the Denpasar District Court in Denpasar. -----
3. Any reasonable costs incurred in resolving the dispute shall be borne by the party determined to be the cause of the loss, as stipulated in the binding ruling issued by the Denpasar District Court. -----

----- **ARTICLE 8** -----

----- **OTHER PROVISIONS** -----

1. Matters that have not been regulated or sufficiently addressed in this Agreement will be further discussed and agreed upon by the Parties in a separate addendum, which will become an integral part of this Agreement. -----
2. This Agreement cannot be unilaterally terminated by either the First Party or the Second Party, except in the event of the Second Party's failure to complete the payment as stipulated in Article 2 of this Agreement. -----

This Agreement is entered into by the Parties with full awareness and without any coercion from any party. It is drafted, agreed upon, and signed in two (2) counterparts, both affixed with sufficient stamp duty and having equal legal force. One counterpart is retained by the First Party, and the other by the Second Party. -----

Denpasar, March 21, 2025

First Party

Second Party

(SHAFKAT KHODZHAKULOV)

(ANDRII FEDOSOV)

authorized person of

"Bali Balance Ocean villa 3 DAO LLC"

as the Director of-----

"PT. ELITE VILLAS BALI-----"

W i t n e s s e s :



(_____)



(_____)