



PROJECT	:	16 TOWNHOUSES
DOCUMENTS FOR REVIEW	:	- Certificate of Ownership No. 385 / Desa Canggu. - Scanned copy of the lease agreement between the owner of Certificate of Ownership No. 385 / Desa Canggu and Alexander Kasyanov and Igor Hladun. - Scanned copy of the Addendum to the lease agreement between Igor Hladun and Alexander Kasyanov. - Scanned copies of identity documents of the owners of Certificate of Ownership No. 385 / Desa Canggu; - Scanned copy of Deed of Lease Grant between Alexander Kasianov and PT. KOS INVEST GROUP; - Scanned copy of Deed of Lease Extension; - Scanned copy of the family card; - Scanned copy of the Preliminary Unit Lease Agreement for the project; - Scanned copy of Alexander Kasyanov's identity document; - Complete set of documents for PT. KOS INVEST GROUP.
PREAMBLE	:	Bali Business Consulting ("BBC") has been appointed by the Client to review the aforementioned documents with the aim of facilitating the transfer of PT. KOS INVEST GROUP lease rights to future tenants. The due diligence and related analysis were conducted based on legal documents and permits as outlined in this report and are in accordance with the prevailing laws and regulations at the time the report was prepared. The findings of this report may be subject to change at any time if additional documents, whether intentionally or unintentionally withheld during the review, are subsequently discovered; or if changes occur in the laws and regulations relied upon during the assessment.
ANALYSIS	:	PRIMARY LAND RIGHTS Based on the notarial lease agreement No. 3 dated May 12, 2022, drawn up in the presence of Notary Putu Helena Evie Octiyavina Sridana, SH, MKn, in Tabanan, along with the Addendum to the lease agreement No. 9 and Deed of Lease Grant No. 10 dated 10.06.2025, PT. KOS INVEST GROUP holds lease rights to: • A plot of land measuring approximately 2000 (two thousand) square meters with the original land size of 7250 (seven thousand two hundred fifty) square meters, registered under Certificate of Ownership No. 385 / Desa Canggu in the name of I Ketut Sengkor, located in Canggu, Badung Regency, Bali Province. A scanned copy of the valid notarial lease agreement, addendum to the lease agreement and deed of lease grant was provided during the review. As per Article 1 of the lease agreement and its Addendum and deed of lease grant, the lease term is 25 years, commencing from May 12, 2022, to May 12, 2047, with a priority right to extend the lease. Under the terms of the lease agreement, PT. KOS INVEST GROUP is entitled to transfer lease rights over the leased plot.



	Payment stages for the lease as outlined in Article 1 of the lease agreement and the Addendum include: 1) First payment of Rp. 50,000,000 (fifty million Rupiah) was paid by the Lessee to the Landowner on March 29, 2022 (two thousand and twenty-two). 2) Second payment of Rp. 450,000,000 (four hundred and fifty million Rupiah) was paid by the Second Party to the First Party on May 12, 2022 (two thousand and twenty-two). <u>Payment confirmation was provided.</u> 3) Third payment of Rp. 500,000,000 (five hundred million Rupiah) shall be paid by the Second Party to the First Party in installments, namely: on November 12, 2022 (two thousand and twenty-two), or no later than 6 (six) months from the date this deed is signed. <u>Payment confirmation was provided.</u> According to Deed of Lease Extension, the lease term <u>has been extended</u> for 4 years, commencing from May 12, 2047 to May 12, 2051. Payment stages for the Deed of Lease Extension as outlined in Article 2 of the Deed of Lease Extension include: 1) The First Payment in the amount of Rp. 920,000,000 (nine hundred twenty million Rupiah) was paid by the Lessee to the Landowner at the time of signing this deed. <u>Payment confirmation was provided.</u> 2) The Second Payment in the amount of Rp. 920,000,000 (nine hundred twenty million Rupiah) shall be paid by the Lessee to the Landowner no later than 8 (eight) months after the signing of this deed. <u>Payment is yet to be made.</u> If the Lessee is unable to make the payment on the above-mentioned date, a grace period of 14 (fourteen) days shall be granted without any penalty. If the above grace period lapses, it shall be considered as a default by the Lessee, and therefore the Parties agree that the lease extension period shall be calculated based on the amount already paid by the Lessee to the Landowner. The first and second payments shall be made by transfer to the bank account of the FIRST PARTY and/or a bank account designated by the Landowner. The payment shall be considered valid only after it is received in the bank account of the Landowner and/or in the bank account designated by the Landowner, and the bank transfer receipt shall serve as proof of payment. Documentation confirming payment of the land tax (PBB) at the time of acquiring the lease rights was also provided. There are no outstanding tax liabilities. Considering that PT. KOS INVEST GROUP has submitted a properly executed notarial lease agreement and its Addendum and Deed of Lease Grant and Deed of
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Lease Extension in compliance with Indonesian law, along with payment confirmations and proof of tax payments, we find the issue of primary land rights clear and see no obstacles to proceeding with the transaction.

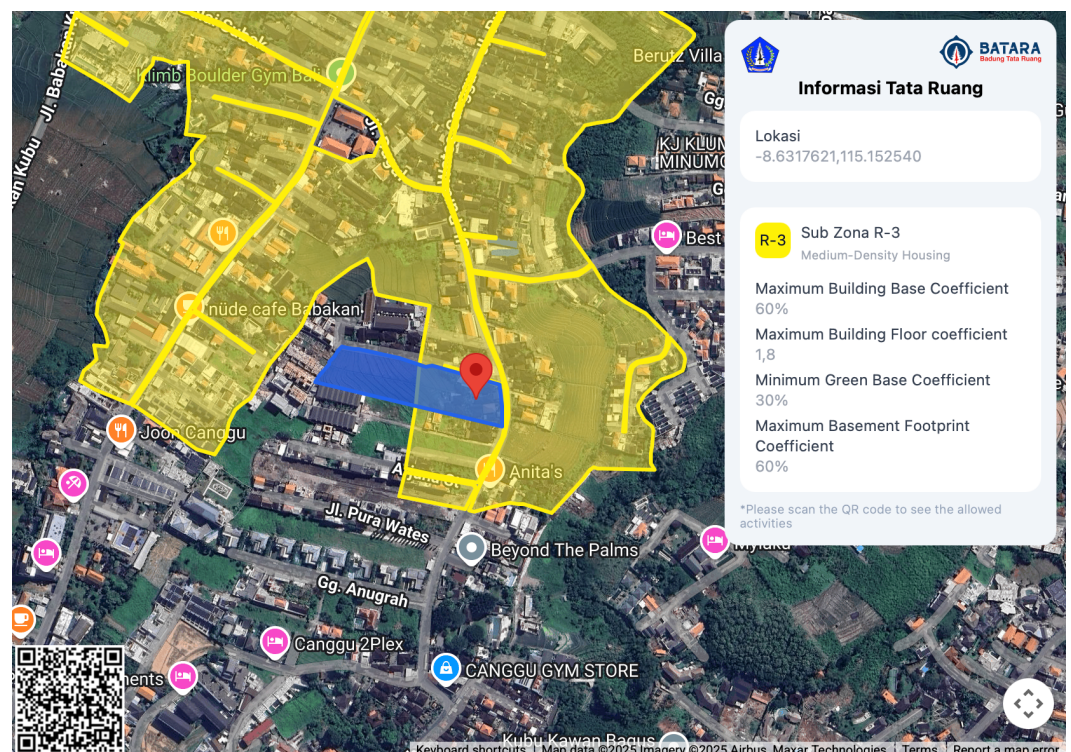
ZONING REGULATIONS

Based on the provided coordinates of the property, zoning information (Informasi Tata Ruang) was verified.

According to the Batara Badung portal:

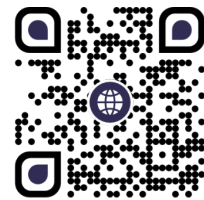
1) Certificate of Ownership No. 385 / Desa Canggu is located within the Medium-Density Housing Zone (Sub-Zone R-3).

We consider the zoning regulations clear and see no obstacles to proceeding with the transaction.



CONSTRUCTION DOCUMENTATION

The analysis includes the contract with the general contractor, who, under the terms of the agreement, is responsible for obtaining all necessary permits, including permits for the commissioning of real estate properties.



Given that the project complies with permissible construction parameters, we do not foresee any obstacles to obtaining such permits.

We recommend specifying the procedures and timelines for obtaining such permits in the final agreement.

COMPANY DOCUMENTS ANALYSIS

Based on the provided set of documents, PT. KOS INVEST GROUP is properly registered in accordance with Indonesian law. Real estate activities will be conducted based on KBLI 68111, which is included in the Deed of Establishment and NIB.



PEMERINTAH REPUBLIK INDONESIA

PERIZINAN BERUSAHA BERBASIS RISIKO
LAMPIRAN

NOMOR INDUK BERUSAHA: 2011230116337

Lampiran berikut ini memuat daftar bidang usaha untuk:

No.	Kode KBLI	Judul KBLI	Lokasi Usaha	Tingkat Risiko	Perizinan Berusaha		
					Jenis	Status	Keterangan
1	68200	Real Estat Atas Dasar Balas Jasa (Fee) Atau Kontrak	Jln. Nakula Banjar Munduk Anggrek Kaja, Nomor 21, Desa/Kelurahan Yehembang Kauh, Kec. Mendoyo, Kab. Jembrana, Provinsi Bali Kode Pos: 82261	Rendah	NIB	Terbit	-
2	68111	Real Estat Yang Dimiliki Sendiri Atau Disewa	Jln. Nakula Banjar Munduk Anggrek Kaja, Nomor 21, Desa/Kelurahan Yehembang Kauh, Kec. Mendoyo, Kab. Jembrana, Provinsi Bali Kode Pos: 82261	Menengah Rendah	NIB Sertifikat Standar	Terbit Terbit	- -

1. Dengan ketentuan bahwa NIB tersebut hanya berlaku untuk Kode dan Judul KBLI yang tercantum dalam lampiran ini.
2. Pelaku Usaha wajib memenuhi persyaratan dan/atau kewajiban sesuai Norma, Standar, Prosedur, dan Kriteria (NSPK) Kementerian/Lembaga (K/L).
3. Verifikasi dan/atau pengawasan pemenuhan persyaratan dan/atau kewajiban Pelaku Usaha dilakukan oleh Kementerian/Lembaga/Pemerintah Daerah terkait.
4. Lampiran ini merupakan bagian tidak terpisahkan dari dokumen NIB tersebut.

We believe that the aspect of the transaction related to the company is clear and fully complies with standard practices for real estate development companies.

DISCLAIMER:

This report is based on electronically submitted documents and is prepared solely for the Client's review to provide legal and confidential information for the Client's personal use. The report may only be shared with third parties with the permission of Bali Business Consulting or the parties involved in the agreement.



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