



Petr Hemerka director of the company PT SUMBA TOURIST SERVICES with registered office at Jalan Nakula Komplek Nakula Plaza B 8, Desa/Kelurahan Seminyak, Kec. Kuta, Kab. Badung, Provinsi Bali and registration number 2903230084166 as the developer of KODI SUMBA hereinafter referred to as the **DEVELOPER**.

1/ Of the other, Mr. ...., born on ..... in ....., with ..... Identity Passport/Card ...../....., hereinafter referred to as THE **INTERESTED PARTY**.

All of them act in their own name and on their own behalf, recognising their full capacity for the execution of this contract.

### ***INTERVENE***

i) The DEVELOPER who is promoting the KODI SUMBA project, where he will effectively purchase the land for the construction of real estate, opening and operation of a residence on the island of Sumba, Indonesia.

ii) The purchase of the land will be made through "freehold", for 80 years, until the year 2103 and extendable, through the Indonesian company: PT SUMBA TOURIST SERVICES, follows at all times the legal regime of the country and region, complying with all legal requirements.

iii) The INTERESTED PARTY will get the Leasehold of the plot up to 80 years.

iv) The DEVELOPER shall be the owner of the land on the island of Sumba, Indonesia.

v) THE INTERESTED PARTY, declares to be familiar with the project described above, as well as the physical and legal conditions in which it is located, having had access to the related documents, and therefore accepts to sign the present contract.

Which is done by both parties in accordance with the following.

## **CLAUSES**

### ***First. Object.***

The DEVELOPER undertakes to reserve exclusively to the INTERESTED PARTY the following land resulting from the preliminary project referred to above to be executed on the plot described in the Expository i): land ii) The reservation is granted until the year 2103. The land will be handed over when the INTERESTED PARTY decides to build and selects his plot on the map once contacted by the DEVELOPER before June 2024. After this period, there will be the possibility for the interested party, or his heirs, to extend this period for another 80 years.

### ***Second. Description of the property.***

Each reserved plot will have a minimum of 200 square meters, of which 160 square meters will be buildable. In addition, the developer will build as part of the residence a beach club with a swimming pool, coworking, gym, lounge, restaurants, football, basketball, tennis, supermarket, parks and other facilities.

Reservation number/s: D26

\*(Write a message to your agent to know the booking number at the time of signing this contract. This contract only needs to be signed if payment is to be made on the same day).

The selection of a plot on the resort map will take place prior to the signing of this contract, and the client will be assigned a villa number.

### ***Third. Validity of the reservation.***

The reservation constituted by this contract shall be in force from the date of subscription of this contract.

### ***Fourth. Price.***

The price of the transaction will depend on the form of acquisition, such that:

i) The price for One bedroom glamp villa is **89,990 \$**

ii) The price is divided into 4 installments.

- |                    |                                  |             |
|--------------------|----------------------------------|-------------|
| a) 1. payment 40 % | - booking deposit                | - 35,996 \$ |
| b) 2. payment 20 % | - before start of construction   | - 17,998 \$ |
| c) 3. payment 30 % | - after construction             | - 26,997 \$ |
| d) 4. payment 10 % | - completion of the construction | - 8,999 \$  |

***Fifth. Method of payment.***

Payment shall be made upon signature of this contract.

The methods of payment for the amounts described in the previous point shall be as follows:

***i) Bank Transfer:***

**Transfer to €, \$, £ etc.**

BIC: REVOLT21

IBAN: LT433250060841343439

Address: Revolut Bank licence, Konstitucijos ave. 21B. Vilnius, 08104

When making the first payment, it is necessary to send a receipt to [info@kodisumba.com](mailto:info@kodisumba.com). The commission for each transfer, from the bank or Transferwise, must be paid separately by the interested party. It is also necessary to send the signed contract in the same email.

***ii) Cryptocurrencies:***

All or part of the payment may be made by cryptocurrency transfer.

The property may only be built by the DEVELOPER.

The INTERESTED PARTY can furnish his property as he wishes as long as he has the minimum qualities to be able to rent it or he can do it with the help of the DEVELOPER.

***Sixth. Delivery of the land.***

At the time of delivery of the land, the developer and the INTERESTED PARTY, if requested, will carry out an ocular review of the conditions, finishes, services and other characteristics of the land. The parties will sign an act of delivery and reception, which will indicate their agreement on the conditions of the land.

The parties agree and accept that the land has access to the basic services for its adequate use, enjoyment and operation, as well as the necessary infrastructure to receive the additional services that the INTERESTED PARTY decides to contract.

***Seventh. Obligations of the parties.***

If the project is not formalized for reasons attributable to the DEVELOPER, the DEVELOPER shall return to the INTERESTED PARTY the total amount paid, either the amount received in Indonesian Rupiah (IDR) or in USD (\$) etc. This refund shall be made within a maximum period of 1 month, starting from June 2024 and without the INTERESTED PARTY being able to claim any amount for any other reason.

The INTERESTED PARTY may rent out their constructed property whenever they wish, but may only do so through the management of the DEVELOPER. This service has a commission cost of 35 % of the income generated.

The INTERESTED PARTY will be responsible for carrying out the necessary renovations to the property if it suffers damage or deterioration due to the passage of time and/or use. A minimum quality of the property will be necessary for the DEVELOPER to be able to rent it.

The INTERESTED PARTY must pay a communal fee of 150 \$ for one villa per month from the moment the property is handed over. This fee may increase annually according to the consumer price index. This fee includes.

for all guests staying at the property the use of beach clubs, gyms, swimming pools, tennis courts, football, basketball, 24/7 security and coworking.

If THE INTERESTED PARTY wants to sell his plot property. The transfer will have a commission free for the DEVELOPER.

#### ***Eighth. Expenses and taxes.***

The notarial costs arising from the sale of the land or future property will be paid by the interested party in accordance with the Indonesian legislation in force.

#### ***Ninth. Assignment.***

THE DEVELOPER reserves the right to assign its position, being subrogated to all obligations and on the same terms and conditions as it holds herein.

#### ***Tenth. Communications.***

The addresses of the Parties shall be as set out in the heading of this document unless expressly modified in advance and in writing.

#### ***Eleventh. Miscellaneous.***

i) Any change in the legal form of either party, whether by transformation or merger or by demerger or by absorption by another legal entity, or by any change in the company/ies, shall not affect the validity and enforceability of this contract.

ii) Any modification of the present contract must be made in writing, with the exception of the variations in the quotas that may be agreed upon, which will be understood to be accepted from the moment that the transfers are made with the new amounts.

iii) This contract cancels and replaces any previous contract or agreement between the parties with the same object and can only be modified by a new agreement signed by both parties.

iv) This contract may only be modified by a written contract signed by the parties, provided that such modifications are made prior to the delivery of the physical possession and form of the land to the INTERESTED PARTY.

v) If any provision of this contract is declared null and void or unenforceable, such provision shall be

deemed to be excluded from the contract, without rendering the contract null and void. In this case, the parties shall make every effort to find an equivalent solution that is valid and duly reflects their intentions.

vi) Any communication sent to the addresses listed in the communications section shall be deemed to have been properly effected unless the addressee has previously notified the other party in writing of a change of address.

vii) If either party changes its address, it shall notify the other party no later than five days before the change takes place. Otherwise, the notifications made to the previous address shall be fully effective. The other party shall also indemnify the other party for any extra costs incurred in obtaining or making payment or in delivering the property.

#### ***Twelfth. Confidentiality.***

The parties agree that this contract is of a private nature, and therefore, they will refrain from communicating its content to a third party or making it public, nor may they disclose, share or misuse the data provided by the parties to conclude the contract, however, all rights and obligations of the parties shall prevail and therefore all legal actions arising therefrom may be exercised in accordance with the law.

#### ***Thirteenth. Resolution.***

The following are considered grounds for termination of this contract.

i) The termination of the relationship, either because the agreed time has expired, because its object has been fully executed or by agreement of the parties;

ii) For breach of any of the clauses of the contract without remedy by the defaulting party within 30 days of being notified in writing of the such breach.

iii) If after 2 months the interested party, in case he/she has decided to pay in installments, does not comply with the date of the installments, he/she will lose the plot and/or villa and will not be able to claim the payments made.

iv) If for any reason, ordinary or extraordinary, the project is not carried out on the date and/or with the facilities and services indicated, the company will reimburse the total amount paid to the INTERESTED PARTY.

#### ***Forteenth. Jurisdiction and Applicable Jurisdiction.***

The parties agree that the parties shall settle any dispute, disagreement, question or claim. arising from the implementation or interpretation of this Agreement shall be finally settled by Indonesian Law.

For any dispute that may arise in relation to this contract, both parties submit to the Courts and Tribunals of Jakarta or Bali, waiving their own jurisdiction if different.

And in witness whereof, they have signed this contract in duplicate on the date of the foregoing.

***THE DEVELOPER.***

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**PETR HEMERKA**

**PT SUMBA TOURIST SERVICES**

***THE INTERESTED PARTY.***

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