|  |
| --- |
| 1 Maret2021 |
|  |
| PERJANJIAN SEWA MENYEWA  VILLA F [SIWA Cliff Phase 1] |
| 1 Maret2021 |
| antara  PT WOMBAT LOMBOK HOLDINGS  sebagaiPemilikSewa  dan  PT BRIIX PROPERTI INDONESIA  SebagaiPenyewa |

Daftar Isi

Klausul Halaman

1. Definisi dan Penafsiran 3

2. Tempat yang Disewakan 7

3. Periode Sewa 7

4. Pembayaran Keuangan Bulanan (model beli & sewa kembali)  9

5. Utilitas & Layanan 14

6. Pajak 14

7. Kesepakatan oleh Penyewa 16

8. Perubahan 16

9. Pemulihan 17

10. Sub Bagian dan Pemberian Hak 18

11. Ganti Rugi 18

12. Pernyataan dan Jaminan 18

13. Pengalihan dan Penyewaan Kembali 21

14. Kejadian Wanprestasi 21

15. Pengakhiran 22

16. Kejadian Kahar 23

17. Hukum Yang Mengatur dan Yurisdiksi 24

18. Pemberitahuan 25

19. Pembatasan Kewajiban 27

20. Lain-Lain 27

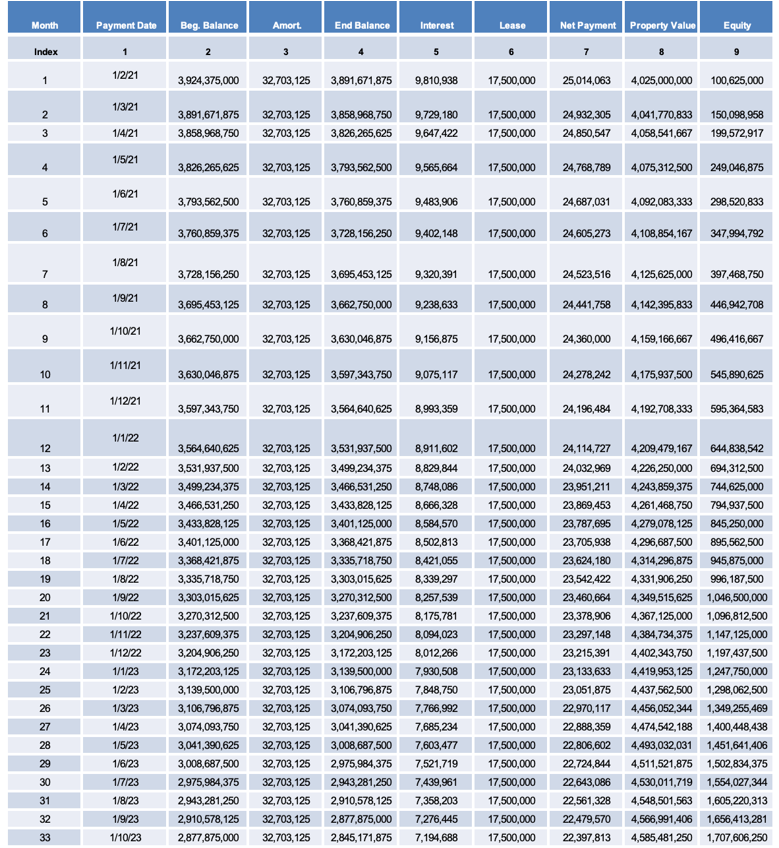
Lampiran

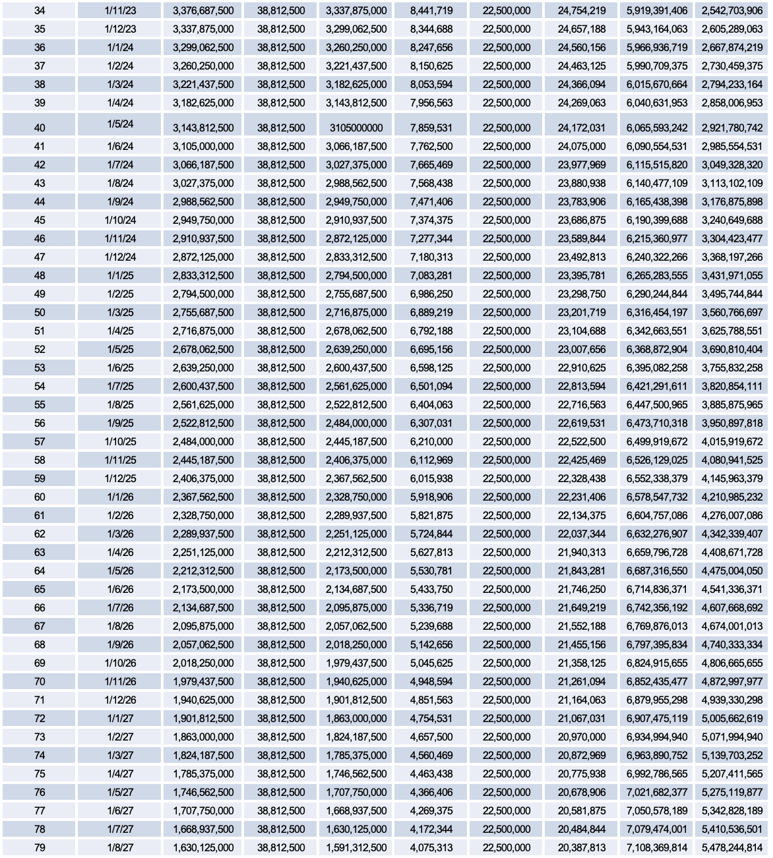
SpesifikasiUmum [hanyauntukreferensisaja] 33

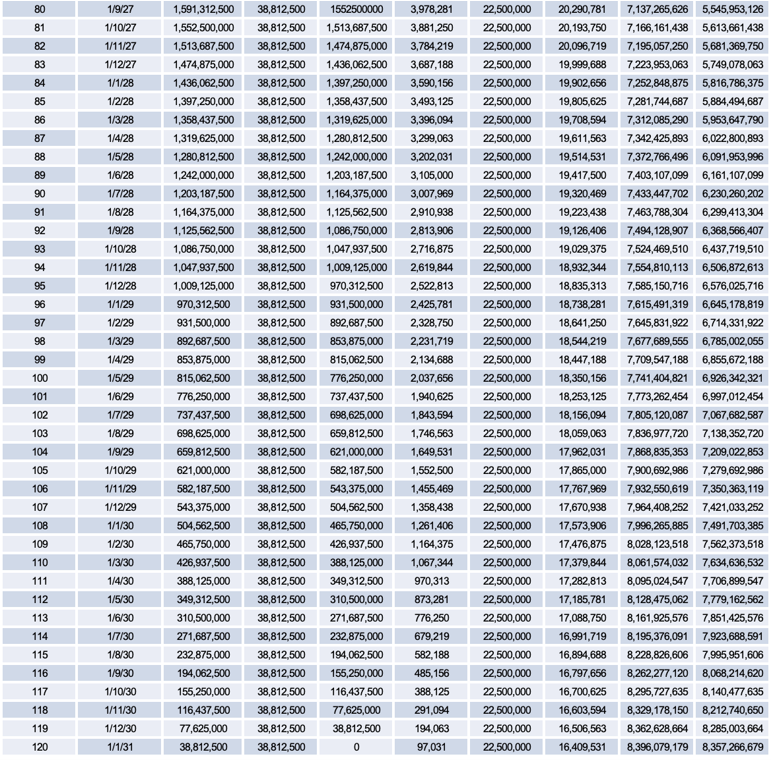
Tata Letak Lokasi dan Properti 34

Utilitas dan Layanan [hanyauntukreferensi] 35

|  |  |
| --- | --- |
| **THISLEASE AGREEMENT**  (this **Agreement**) is made on 1Maret2021  **BETWEEN**:   1. **PT Wombat Lombok Holdings**, a limited liability company established and existing under the laws of the Republic of Indonesia, having its domicile at Jalan Raya Kuta Mrendeng, Kuta, Pujut, Kabupaten Lombok Tengah, Nusa Tenggara Bar. 83573 (the **Lessor**); and 2. **PT BRIIX PROPERTI INDONESIA**, a private limited liability company established and existing under the laws of the Republic of Indonesia, having its domicile at Jalan Pariwisata, Dusun Baturiti, Kuta Village, Pujut District, Central Lombok Regency, Nusa Tenggara Barat, Indonesia(the **Lessee**).   The Lessor and the Lessee are hereinafter collectively referred to as the **Parties** and each a **Party**.  **WHEREAS**:   1. The Parties have entered into a conditional sale and purchase agreement on or about the date of this Agreement (the **CSPA**) in which the Lessee as the seller and the Lessor as the buyer have agreed on a sale and purchase of the Property (as defined below) (the **Transaction**). 2. The Lessor on the closing of the CSPA shall be the owner of the Premises and the Property (as defined below). 3. The Lessee has agreed to accept the lease of the building and fixtures located at the Property (the details of which are contained in Annex A of this Agreement) (the **Premises**) from the Lessor, commencing on the Lease Commencement Date (as defined below). 4. The Lessor and the Lessee have agreed to enter into this Agreement to further specify the terms and conditions of the lease over the Premises.   **NOW, THEREFORE**, the Parties have agreed the following: | **PERJANJIAN SEWA MENYEWA INI** (**Perjanjianini**) dibuat pada tanggal1Maret 2021  **ANTARA**:   1. **PT Wombat Lombok Holdings**, suatuperseroanterbatas yang didirikan dan diselenggarakanberdasarkanhukumRepublik Indonesia, berkedudukan di Jalan Raya Kuta Mrendeng, Kuta, Pujut, Kabupaten Lombok Tengah, Nusa Tenggara Bar. 83573 (Pemilik**Sewa**); dan 2. **PT BRIIX PROPERTI INDONESIA**, suatuperseroanterbatasswasta yang didirikan dan diselenggarakanberdasarkanhukumRepublik Indonesia, berkedudukan di Jalan Pariwisata, Dusun Baturiti, Desa Kuta, KecamatanPujut, Kabupaten Lombok Tengah, Nusa Tenggara Barat, Indonesia (the **Penyewa**).   PemilikSewa dan Penyewaselanjutnyasecarabersama-samadisebutsebagai**Para Pihak** dan masing-masing sebagai**Pihak**.  **BAHWA**:   1. Para Pihaktelahmenandatanganiperjanjianjualbelibersyarat pada atausekitartanggalPerjanjianini (**CSPA**) di mana Penyewasebagaipenjual dan PemilikSewasebagaipembelitelahmenyetujuijualbeliProperti (sebagaimanadidefinisikan di bawah) (- **Transaksi**). 2. PemilikSewa pada penutupan CSPA adalahpemilikTempat dan Properti (sebagaimanadidefinisikan di bawahini). 3. Penyewatelahmenyetujuiuntukmenerimasewagedung dan perlengkapan yang terletak di Properti (rinciannyatercantumdalam Lampiran APerjanjianini) (**Tempat**) milikPemilikSewa, terhitungsejakTanggalMulaiSewa (sebagaimanadidefinisikan di bawah). 4. PemilikSewa dan PenyewatelahmenyetujuiuntukmengadakanPerjanjianiniuntukmenentukanlebihlanjutsyarat dan ketentuansewaterhadapTempat.   **OLEH KARENA ITU**, Para Pihaktelahmenyetujuihal-halsebagaiberikut: |
| 1. Definitions and Interpretation   In this Agreement, unless the context otherwise indicates, the following terms have these meanings:   1. **Business Day** means any day on which banks are open for the transaction of normal banking business in Indonesia excluding Saturdays, Sundays and public holidays; 2. **CSPA**means the conditional sale and purchase agreement between the Lessee [ PT Briix Properti Indonesia] as the seller and PT Wombat Lombok Holdingsas the purchaser executed on or about the date hereof in relation to the sale and purchase of the Property; 3. **Event of Default** has the meaning ascribed to it in Clause 15; 4. **Event of Force Majeure** or **Force Majeure** means any event that is beyond the control of a Party, is unforeseen, or, if foreseen, unavoidable and as a result of which the Party is unable to perform its obligations under this Agreement, which includes, but is not limited to, acts of nature and natural disasters such as flood, fire, drought, typhoon, storm, earthquake or explosion, serious fire, epidemic, lockout, industrial dispute, public disturbance, sabotage, social uprising, riot, hostility, war declared or not, or any other circumstance that cannot be foreseen, prevented or controlled;   **Expiration Date** means ten (10) years immediately preceding the Lease Commencement Date unless this Agreement is earlier terminated in accordance with its terms;   1. **Extension Period** has the meaning ascribed to it in Clause3.2; 2. **Lease Commencement Date** has the meaning ascribed to it in Clause3.1; 3. **Lease Period** means the period during which the Lessor leases out the Premises to the Lessee and the Lessee takes the lease of the Premises from the Lessor as further detailed in Clause3.1; 4. **Premises** has the meaning ascribed to it in the Recitals and as detailed in Schedule 1; 5. **Property** means the land located in***[HGB No. 37/Prabu]*** 6. **Rent** means the amount payable by the Lessee to the Lessor for the lease of the Premises during the Lease Period and as detailed in Clause4; 7. **Value Added Taxes** (*PajakPertambahan Nilai*) or **VAT** means taxes as levied against taxable objects pursuant to Indonesian Law No. 8 of 1983 regarding Value Added Tax on Goods and Services and Sales Tax on Luxury Goods (*PajakPertambahan Nilai Barang dan Jasa dan PajakPenjualan Atas BarangMewah*) (31 December1983), as amended; and | 1. Definisi dan Penafsiran   Di dalamPerjanjianini, kecualikonteksnyamenyatakansebaliknya, istilah-istilahberikutiniadalah:   1. **Hari Kerja**adalahharidimana bank bukauntukmelakukantransaksibisnisperbankan normal di Indonesia tidaktermasukhariSabtu, Minggu dan harilibur; 2. **CSPA**berartiperjanjianjualbelibersyaratantaraPenyewa [PT Briix Properti Indonesia] sebagaipenjual dan PT Wombat Lombok Holdingssebagaipembeli yang dilaksanakan pada atausekitartanggalPerjanjianinisehubungandenganjualbeliProperti; 3. **KejadianWanprestasi**bermaknasebagaimanadijelaskan di Klausul15; 4. **PeristiwaKeadaanKahar**atau**Kondisi di LuarKendali**adalahsetiapperistiwa yang berada di luarkendalisuatuPihak, tidakterduga, atau, jikadiramalkan, tidakdapatdihindari dan sebagaiakibatnyaPihaktersebuttidakdapatmelaksanakankewajibannyaberdasarkanPerjanjianini, yang mencakup, namuntidakterbatas pada, tindakanalam dan bencanaalamsepertibanjir, kebakaran, kekeringan, topan, badai, gempabumiatauledakan, kebakaranserius, epidemi, pemogokan, perselisihanindustri, gangguanpublik, sabotase, pemberontakansosial, kerusuhan, permusuhan, perangbaik yang dinyatakanatautidak, ataulainnyakeadaan yang tidakdapatdiramalkan, dicegahataudikendalikan; 5. **Tanggalhabis Tempo**berartisepuluh (10) tahunsegerasebelumTanggalMulaiSewakecualiPerjanjianinidiakhirilebihawalsesuaidenganpersyaratannya; 6. **PerpanjanganPeriode**memiliki arti seperti yang dijelaskandalamKlausul3.2; 7. **Tanggal Awal Sewa**mempunyaimaknasebagaimanadijelaskan pada Klausul3.1; 8. **PeriodeSewa**adalahperiodewaktuselamaPemilikSewamenyewakanTempatkepadaPenyewa dan Penyewamengambilsewadari Lokasi dariPemilikSewasebagaimanadijelaskanlebihlanjut di dalamKlausul3.1;   **Tempat**mempunyaimaknasebagaimanadijelaskan di Pembukaan dan sebagaimanadijelaskan di dalamLampiran 1:   1. **Properti**adalahtanah yang berlokasi di ***[HGB No. 37/Prabu]*** 2. **Sewa**adalahjumlah yang harusdibayarkan oleh PenyewakepadaPemilikSewauntukpenyewaanTempatselamaPeriodeSewa dan sebagaimanadijelaskan di dalamKlausul4; 3. **PajakPertambahan Nilai** (*PajakPertambahan Nilai*) atau**PPn**adalahpajak yang dikenakanterhadapobjekkenapajakberdasarkanUndang-UndangRepublik Indonesia Nomor 8 Tahun 1983 tentangPajakPertambahan Nilai Barang dan Jasa dan PajakPenjualan Atas BarangMewah (*PajakPertambahan Nilai Barang dan PajakPenjualan Atas BarangMewah*) (31 Desember 1983), sebagaimanatelahdiperbarui; dan |
| In this Agreement, unless the contrary intention appears:   * + 1. words importing the singular include the plural and vice versa;     2. words importing a gender include every gender;     3. references to any document (including this Agreement) include references to that document as amended, consolidated, supplemented, novated or replaced;     4. references to this "Agreement" are references to this Agreement and all schedules that form an integral and inseparable part of it.For the avoidance of doubt, all references to a Schedule is a reference to the schedule of this Agreement that forms an integral and inseparable part of it – review usage of "annex", as it will be removed as part of the instructions;     5. headings are for convenience only and shall be ignored in construing this Agreement;     6. references to any person or any party include references to their or its respective successors and permitted assigns;     7. a warranty, representation, covenant, liability, obligation or agreement given or entered into by more than one (1) person binds them jointly and severally;     8. a reference to "include" in any form when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar nature;     9. a reference to any thing is a reference to the whole and each part of it; and     10. a reference to any thing is a reference to the whole and each part of it; and     11. unless explicitly stated or the context impliesotherwise,a reference to "clause" or "clauses" shall mean a reference to the clause or clauses in this agreement. | DalamPerjanjianini, kecualimaksud yang munculberlawanan:   * + 1. Kata-kata dalambentuktunggal juga mencakupbentukjamaknya dan sebaliknya.     2. Kata-kata dalambentukjeniskelamimencakupsetiapjeniskelamin;     3. referensikedokumenapa pun (termasukPerjanjianini) termasukreferensikedokumentersebutsebagaimanatelahdiubah, dikonsolidasikan, ditambah, diperbaruiataudiganti;     4. referensike "Perjanjian" iniadalahreferensikePerjanjianini dan semualampiran yang merupakanbagian integral dan tidakdapatterpisahkandariPerjanjianini. Untukmenghindarikeraguan, semuareferensike Lampiran adalahreferensikelampiranPerjanjianini yang merupakanbagian integral dan tidakterpisahkandarinya - tinjaupenggunaan "lamp", karenaakandihapussebagaibagiandariinstruksi;     5. judulhanyauntukkenyamanan dan akandiabaikandalammenafsirkanPerjanjianini;     6. referensikepada orang ataupihak mana pun termasukreferensikepadapenerusmereka masing-masing dan penerimakuasa yang diizinkan;     7. jaminan, representasi, perjanjian, kewajiban, kewajibanatauperjanjian yang diberikanataudibuat oleh lebihdarisatu (1) orang mengikatmerekasecarabersama-sama dan secaraterpisah;     8. suaturujukankepada "termasuk" dalambentukapa pun pada saatmemperkenalkansuatu daftar item-item tidakmembatasimakna kata kepada kata-kata yang mana pada daftar berhubungandengan item-item atau item-item darisuatusifat yang sama;     9. suatureferensikepadasuatuhaalmerupakansuatureferensikepadaseluruh dan sebagiandari pada bagiannya; dan     10. kecualidinyatakansecaraeksplisitataukonteksnyamenyiratkansebaliknya, rujukanke "Klausul" atau "Klausul-Klausul" berartirujukankeklausulatauklausuldalamPerjanjianini. |
| 1. Demised Premises   Subject to the fulfilment of all the terms and conditions stated in this Agreement, the Lessor agrees to lease out the Premises to the Lessee and the Lessee agrees to take a lease of the Premises from the Lessor (the **Demised Premises**).  The Lessor and the Lessee hereby acknowledge that, upon execution and delivery of this Agreement, the Parties have entered into a binding and enforceable agreement.   1. Lease Period   The Lease Period shall commence on closing of the CSPA (the **Lease Commencement Date**) and shall be valid for a period of ten (10) years immediately preceding the Lease Commencement Date (**Expiration Date**), unless earlier terminated pursuant to the terms of this Agreement (the **Lease Period**).  The Lease Period may be extended for up to five years (5) further terms, having a maximum period of five (5)years (**Extension Period**).If the Lessee wishes to extend the Lease Period pursuant to this Clause 3.2, the Lessee shall provide an extension request in writing to the Lessor at least three (3)months prior to the Expiration Date.The Lessor has absolute discretion to approve, conditionally approve or disapprove such extension request by serving a written notice on the Lessee.The Parties shall amend this Agreement by the latest ten (10)days following the date of the written notice issued by the Lessor approving the Extension Period as provided above.  During the Lease Period and Extension Period (if applicable), the Lessor shall, as long as the Lessee has performed all obligations under this Agreement, not make any disturbances or interruptions over the relevant usage of the Premises by the Lessee in the manner as set forth in this Agreement (except such disturbances or interruptions allowed pursuant to the terms of this Agreement).The Lessor shall ensure the peaceful use and enjoyment of the Premises by the Lessee for such activities as the Lessee may conduct within the Premises.The Lessor shall use reasonable endeavours to ensure that the underlying land title is valid and shall take such reasonable measures, including extending or renewing the land title, to ensure the validity of the land title. | 1. Tempat Yang Disewakan   Tergantung pada pemenuhandariseluruhsyarat dan ketentuan yang disebutkan di dalamPerjanjianini, PemilikSewasetujuuntukmenyewakanTempatkepadaPenyewa dan PenyewasetujuuntukmengambilsewaatasTempatdariPemilikSewa (Tempat**Yang Disewakan**).  PemilikSewa dan Penyewadenganinimengakuibahwa, setelahpenandatanganan dan penyerahanPerjanjianini, Para Pihaktelahmengadakansuatuperjanjian yang mengikat dan dapatdiberlakukan.   1. Periode Sewa   PeriodeSewaakandiawali pada penutupan CSPA (tanggal**Awal Sewa**) dan berlakuselamasuatuperiode (10) sepuluhtahunsegerasebelumTanggal Awal Sewa (**TanggalKadaluwarsa**), kecualipengakhiranlebihawalterjadisesuaisyarat-syaratPerjanjianini (Periode**Sewa**).  PeriodeSewadapatdiperpanjanghinggalima tahun (5) jangkawaktulebihlanjut, memilikijangkawaktu paling lama lima (5) tahun (**PeriodePerpanjangan**). Jika Penyewainginmemperpanjang Masa SewasesuaidenganKlausul 3.2 ini, PenyewaharusmemberikanpermintaanperpanjangansecaratertuliskepadaPemilikSewasetidaknyatiga (3) bulansebelumTanggalKedaluwarsa. PemilikSewamemilikikeleluasaanmutlakuntukmenyetujui, menyetujuisecarabersyaratataumenolakpermintaanperpanjangantersebutdenganmemberikanpemberitahuantertuliskepadaPenyewa. Para PihakmengubahPerjanjianiniselambat-lambatnyasepuluh (10) harisetelahtanggalpemberitahuantertulis yang dikeluarkan oleh PemilikSewa yang menyetujuiPeriodePerpanjangansebagaimanaditentukan di atas.  SelamaPeriodeSewa dan PeriodePerpanjangan (jikaberlaku), PemilikSewa, selamaPenyewatelahmelaksanakansemuakewajibanberdasarkanPerjanjianini, tidakakanmembuatgangguanatauinterupsiapapunataspenggunaan yang sesuaidariTempat oleh Penyewadengancara yang ditentukandinyatakandalamPerjanjianini (kecualigangguanataugangguan yang diizinkansesuaidenganpersyaratanPerjanjianini). PemilikSewamemastikanpenggunaan yang damai dan kenikmatandariBangunan oleh Penyewauntukaktivitas yang mungkindilakukanPenyewa di dalamTempat. PemilikSewaharusmelakukanupaya yang wajaruntukmemastikanbahwahakatastanah yang mendasarinya valid dan akanmengambiltindakan yang wajar, termasukmemperpanjangataumemperbaruihakatastanah, untukmemastikankeabsahanhakatastanah. |
| 1. Monthly Finance Repayment (Buy & lease back Model)    1. The Lessee (PTBriix PropertiIndonesia) shall pay an annual rent of 6% yield calculated monthly and will be deducted from the lessors monthly finance repayment on the property. The below schedule outlines net finance payments that the lessor must repay over the 120-month finance period.    2. Brix shall pay down the monthly rent on the 15th (fifteenth) day of each month in line with the finance repayment outlined in the loan agreement. | 1. Pembayaran Keuangan Bulanan (Model Beli & Sewa kembali)    1. Penyewa (PT Briix Properti Indonesia) akanmembayarsewatahunansebesar 6% hasil yang dihitungsetiapbulan dan akandipotongdaripembayarankeuanganbulananPemilikSewaataspropertitersebut. Lampiran di bawahinimenggarisbawahipembayarankeuanganbersih yang PemilikSewaharusbayarkembaliselamaperiodekeuangan 120 bulan.    2. Brix harusmembayarsewabulanan pada tanggal15 (lima belas) setiapbulansejalandenganpembayarankembalikeuangan yang diuraikandalamperjanjianpinjaman. |







|  |  |
| --- | --- |
| * 1. Terms of Payment For Lessor   Finance shall be payable monthly in advance on or before the 15th day of the month of the year to which such payment is due.  All payments under this Agreement are inclusive of VAT, deductions, bank charges and other outgoings.   * 1. Rent during Extension Period   The Parties agree that the base rent used to calculate the Rent during the Extension Period will be determined at the Lessor's discretion/at a mutually agreed rental rate. | * 1. KetentuanPembayaranUntukPemilikSewa   Keuanganharusdibayarkansetiapbulan di muka pada atausebelumtanggal15dalamsebulandaritahunjatuh tempo pembayarantersebut.  SemuapembayaranberdasarkanPerjanjianinisudahtermasuk PPN, potongan, biaya bank, dan pengeluaranlainnya.   * 1. SewaselamaPeriodePerpanjangan   Para Pihaksetujubahwadasarsewa yang digunakanuntukmenghitungSewaselamaPeriodePerpanjanganakanditentukanataskebijaksanaanPemilikSewa / dengantarifsewa yang disepakatibersama. |
| 1. Utilities and Services   In the operation of the Property, the utilities and services provided by the Lessor from time to time are those detailed in Schedule 2 of this Agreement.  The Lessor shall use reasonable endeavours to keep the services provided to the Premises from outside the Premises available, but the Lessor shall not be liable for any breach of this obligation or any loss, or injury suffered or incurred by the Lessee or any other person (for any reason) due to the failure of, or an interruption to, a service it provides.  If the Lessor, at the request of the Lessee, upgrades any services to the Premises:   * + 1. the Lessee must pay for the upgrade, in advance; and     2. the Lessor does not warrant the suitability or performance of the upgraded service.  1. Taxes   Unless stipulated otherwise in this Agreement, all taxes and other levies related to this Agreement shall be charged to each Party in accordance with the prevailing laws and regulations.For the avoidance of doubt, VAT on rent and services related to this Agreement shall be paid by the Lessee.The amount payable shall be in accordance with what is from time to time stipulated by the appropriate governmental authorities.   1. Covenants by the Lessee   Along with other obligations imposed on the Lessee in other parts of this Agreement, the Lessee hereby covenants and agrees that throughout the Lease Period (and any Extension Period) and with its own cost and expense:   * 1. Compliance with Law   The Lessee will use the Premises during the term of the Lease Period (and any Extension Period) in a manner consistent with the prevailing laws and regulations. This includes the Lessee's obligation to observe all relevant laws, regulations, standards and guidelines related to health, safety and the environment applicable in Indonesia.  The Lessee must acquire an appropriate licence or licences in order to operate a company and the business conducted on the Premises lawfully and will hold the Lessor harmless from any consequences of the failure to do so.   * 1. Notice   The Lessee must give prompt notice to the Lessor in the event it receives any notice, order, claims or other documents from any third party, including any government authority, which relates to the Property or the Premises.If any, the Lessee shall immediately provide a copy of such notice, order, claims, or other documents it has received to the Lessor. | 1. Utilitas dan Layanan   DalampengoperasianProperti, utilitas dan layanan yang disediakan oleh PemilikSewadariwaktukewaktuadalah yang dirinci di dalamLampiran 2 Perjanjianini.  Penyewamelakukanupaya yang wajaruntukmenjaga agar layanan yang diberikankeTempatdariluarTempattersedia, tetapiPemilikSewatidakakanbertanggungjawabataspelanggarankewajibaniniataukerugianapa pun, ataucedera yang dideritaatauditimbulkan oleh Penyewaatau orang lain ( untukalasanapa pun) karenakegagalan, ataugangguan pada, layanan yang disediakannya.  ApabilaPemilikSewa, ataspermintaanPenyewa, meningkatkanlayananapa pun keTempat:   * + 1. Penyewaharusmembayaruntukpeningkatan, di muka; dan     2. Penyewatidakmenjaminkesesuaianataukinerjalayanan yang ditingkatkan.  1. Pajak   Kecualiditentukan lain dalamPerjanjianini, semuapajak dan pungutan lain yang terkaitdenganPerjanjianiniakandibebankankepada masing-masing Pihaksesuaidenganperaturan perundang-undangan yang berlaku. Untukmenghindarikeraguan, PPN atassewa dan layanan yang terkaitdenganPerjanjianiniharusdibayar oleh Penyewa. Jumlah yang harusdibayarkanharussesuaidenganapa yang dariwaktukewaktuditentukan oleh otoritaspemerintah yang berwenang.   1. Kesepakatan-Kesepakatan oleh Penyewa   Bersama dengankewajiban lain yang dikenakan pada Penyewa di bagian lain dariPerjanjianini, Penyewadenganinimembuatperjanjian dan setujubahwaselamaPeriodeSewa (dan setiapPeriodePerpanjangan) dan denganbiaya dan biayanyasendiri:   * 1. Kepatuhanterhadap Hukum   PenyewaakanmenggunakanTempatselamajangkawaktuPeriodeSewa (dan setiapPeriodePerpanjangan) dengancara yang sesuaidenganhukum dan peraturan yang berlaku. InitermasukkewajibanPenyewauntukmematuhisemuahukum, peraturan, standar dan pedoman yang relevanterkaitdengankesehatan, keselamatan dan lingkungan yang berlaku di Indonesia.  Penyewaharusmemperolehsuratijinataulisensi yang sesuaiuntukmenjalankanperusahaan dan bisnis yang dilakukan di dalamTempatsecarasah dan akanmembebaskanPemilikSewadarisegalakonsekuensikegagalanuntukmelakukannya.   * 1. Pemberitahuan   PenyewaharusmemberikanpemberitahuandengansegerakepadaPemilikSewa pada saatmenerimapemberitahuan, perintah, klaimataudokumenapa pun daripihakketiga mana pun, termasukdariotoritaspemerintah, yang berhubungandenganPropertiatauTempat. Jika ada, Penyewadengansegeramenyediakansuatusalinandaripemberitahuan, perintah, klaimataudokumentersebut yang telahditerimakepadaPemilikSewa. |
| 1. Covenants by the LESSOR   Along with other obligations imposed on the Lessor in other parts of this agreement, the Lessor hereby covenants and agrees that throughout the Lease Period (and any extension period):   * 1. Non-Interference   The Lessor shall not interfere with the usage or sub-letting of the Premises by the Lessee. The Lessor covenant that the Lessee may use the Premises peacefully and free from any disturbance from the Lessor or any third party.   * 1. Insurance   The property manager (PT Briix Properti Indonesia) for the duration of the contract shall provide insurance to cover property damage andagainst all risks and perils including all physical loss or damage by fire, explosion, electrical damage, water damage, glass breakage, riots, strikes, civil commotions, terrorism, windstorm, lighting, hurricanes, cyclones, earthquake, flood, volcanic eruptions and other similar risks howsoever in force majeure.   * 1. Lease Period   The Lessor covenants and agrees to not unilaterally terminate this Agreement without any material breach by Lessee. In the event the Lessor unilaterally terminate this Agreement, the Lessor covenants and agrees to pay a termination fee of [Rp. 2.500.000.000 (Two Billion Five Hundred Million Rupiah)].   1. Alterations   During the Lease Period (or any Extension Period), the Lessee shall have the right to make or permit to be made any decorations, alterations or additions to the Premises or any of the Lessor's fittings (including, but without limitation to the foregoing, any partition, floor covering and ceiling, any change in the wiring, ducting or the pipe arrangement of the electricity, telephone, water and air conditioning, plumbing and sewerage installations).   1. Reinstatement   At the expiry of the Lease Period (or any shorter termination thereof or any Extension Period), the Lessee will peaceably surrender and yield up the Premises in a vacant condition to the Lessor immediately in good and tenantable repair and condition, fair wear and tear excepted, together with all appurtenances, fixtures, all locks, keys and fastenings, and complete with such other things which may have been erected or installed therein by the Lessor.  The Parties agree that at the end of the Lease Period, the Lessee shall surrender and yield up the Premises in the conditions as detailed in Schedule 4. The Lessor undertakes that it shall not require the Lessee, in its process of yielding up the Premises, to refurbish the Premises in case of any fair wear and tear so long that the conditions as detailed in Schedule 4 are fulfilled.  Notwithstanding the provision under Clause 10.2 above, in order to preserve the quality of the Premises during the Lease Period, the Parties agree that the Lessee shall refurbish the Premises in the amount of maximum 5% (five percent) of the Purchase Price (as defined under the CSPA) on the fifth (5th) anniversary of the Lease Period and, at the end of the Lease Period, refurbish the Premises in the amount of maximum 10% (ten percent) of the Purchase Price (as defined under the CSPA). | 1. Kesepakatan-Kesepakatan oleh PEMILIK SEWA   Bersama dengankewajiban-kewajiban lain yang dibebankan pada PemilikSewa di lain bagiandariperjanjianini, PemilikSewadenganinimenyetujui dan sepakatbahwa di sepanjangPeriodeSewa (dan periodeperpanjangannya):   * 1. TanpaGangguan   PemilikSewatidakbolehmengganggupenggunaanataupenyerahanTempat oleh Penyewa. KesepakatanPemilikSewabahwaPenyewadapatmenggunakanTempatdengandamai dan bebasdarigangguanapapundariPemilikSewaataupihakketigamanapun.   * 1. Asuransi   Manajerproperti (PT Briix Properti Indonesia) selama masa kontrakakanmemberikanasuransiuntukmelindungikerusakanproperti dan terhadapsemuarisiko dan bahayatermasuksemuakerugianataukerusakanfisikakibatkebakaran, ledakan, kerusakanlistrik, kerusakan air, pecahnyakaca, kerusuhan, pemogokan, keributansipil, terorisme, badaiangin, penerangan, angintopan, siklon, gempabumi, banjir, letusangunungberapi dan risikoserupalainnyadalamkeadaankahar.   * 1. PeriodeSewa   PemilikSewaberjanji dan setujuuntuktidakmengakhiriPerjanjianinisecarasepihaktanpaadanyapelanggaran material oleh Penyewa. DalamhalPemilikSewasecarasepihakmengakhiriPerjanjianini, Penyewaberjanji dan setujuuntukmembayarbiayapenghentiansebesar [Rp. 2.500.000.000 (DuaMiliar Lima Ratus Juta Rupiah)].   1. Perubahan   SelamaPeriodeSewa (atauPeriodePerpanjanganapa pun), Penyewaberhakuntukmembuatataumengizinkanuntukdibuatkandekorasi, perubahanataupenambahan pada Tempatatau salah satuperlengkapanPemilikSewa (termasuk, tetapitidakterbatas pada haltersebut di atas, setiappartisi, penutuplantai dan langit-langit, setiapperubahan pada kabel, ducting ataususunan pipa listrik, telepon, air dan pendinginudara, instalasi pipa dan saluranpembuangan).   1. Pemulihan   Pada saatberakhirnyaPeriodeSewa (ataupenghentian yang lebihsingkatatauPeriodePerpanjanganapa pun), Penyewamenyerahkansecaradamai dan menyerahkanBangunandalamkondisikosongkepadaPemilikSewasegeradalamperbaikan dan kondisi yang baik dan dapatdisewa, kecualikerusakan dan keausan yang wajar. , bersamadengansemuaperlengkapan, perlengkapan, semuakunci, kunci dan pengencang, dan lengkapdenganhal-hal lain yang mungkintelahdipasangataudipasang di dalamnya oleh PemilikSewa.  Para Pihaksetujubahwa pada akhirPeriodeSewa, Penyewaakanmenyerahkan dan menyerahkanTempatdalamkondisisebagaimanadirincidalam Lampiran 4. PemilikSewaberjanjibahwaiatidakakanmensyaratkanPenyewa, dalam proses penyerahanBangunan, untukmemperbaharui Lokasi jikaterjadikeausan yang wajarselamapersyaratanseperti yang dijelaskandalam Lampiran 4 terpenuhi.  TerlepasdariketentuandalamKlausul 10.2 di atas, untukmenjagakualitasTempatselamaPeriodeSewa, Para PihaksetujubahwaPenyewaakanmemperbaruiTempatdalamjumlahmaksimum 5% (lima persen) dari Harga Pembelian (sebagaimanadidefinisikandalam CSPA) pada tanggal lima (5) ulangtahunPeriodeSewa dan, pada akhirPeriodeSewa, perbaruiBangunandalamjumlahmaksimum 10% (sepuluhpersen) dari Harga Pembelian (sebagaimanadidefinisikandalam CSPA). |
| 1. Subdivision and Granting of Rights   The Lessor shall not, without the consent of the Lessee, subdivide the Property or Premises or grant rights over it.   1. Indemnities   The Lessee shall indemnify and hold harmless the Lessor against (i) all claims, demands, actions, proceedings, judgments, damages, losses, costs and expenses of any nature which the Lessor may suffer or incur for death, injury, loss and/or damage caused by, and (ii) all penalties or fines imposed by any competent authority resulting fromthe negligent use, misuse, waste or abuse and improper usage by the Lessee or any of the Lessee's officers, employees, agents, independent contractors or invitees of the water, gas, electricity, lighting or other services and facilities of the Premises or arising from any faulty fittings or fixtures of the Lessee.   1. Representations and Warranties    1. The Lessor represents and warrants that:       1. it has full capacity, power and authority to enter into and to be bound by the terms of this Agreement;       2. it has obtained all requisite consents and approvals to enter into this Agreement;       3. it has taken all necessary action to authorise the entry into, performance and delivery of this Agreement and the actions contemplated in this Agreement;       4. this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms;       5. it will provide the Lessee with the full and exclusive control, management, administration and maintenance rights of the Premises;       6. It shall not interfere with or involve themselves, in any way with the day-to-day management of the Premises and warrants to the Lessee uninterrupted and exclusive control in the management, administration, maintenance and supervision of the Property throughout the Lease Period; and       7. The Lessee may peacefully and quietly possess, manage, and operate the Premises free from molestation, eviction or disturbance by the Lessor or by any person through whom the Lessor shall derive its little to or right to manage and maintain the Premises or by any other person or persons claiming an interest by, through or under the Lessor. The Lessor shall, at its own expense, undertake and prosecute any appropriate action, judicial or otherwise, to assure such peaceful and quiet possession by the Lessee.    2. The Lessee represents and warrants that:       1. it is a limited liability company validly existing under the laws of the Republic of Indonesia;       2. it has full capacity, power and authority to enter into and to be bound by the terms of this Agreement;       3. it has obtained all requisite consents and approvals to enter into this Agreement;       4. it has taken all necessary action to authorise the entry into, performance and delivery of this Agreement and the actions contemplated in this Agreement;       5. this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms;       6. neither the execution and delivery of this Agreement nor the consummation by the respective Parties of the transactions contemplated hereby will result in a material breach of, or a default under, any term or provision of any material contract, agreement, indebtedness, licence, permit, authorisation or concession to which each of the respective Parties are a party or a violation of any law, rule, regulation, judgment or decree to which the respective Parties are subject;       7. it will pay to the Lessor the Rent and other costs arising under this Agreement at the times and manner provided in this Agreement;       8. it will ensure that at all times, the Premises will be used only for the purpose as stated in this Agreement; and       9. it will ensure compliance with the covenants under Clause 7 and all obligations stipulated in this Agreement. | 1. Sub bagian dan Pemberian Hak   PemilikSewadilarang, tanpapersetujuanPenyewa, membagiPropertiatauTempatataumemberikanhakatasnya.   1. Ganti rugi   Penyewaakanmenggantikerugian dan membebaskanPemilikSewaterhadap (i) semuaklaim, tuntutan, tindakan, proses, penilaian, kerusakan, kerugian, biaya dan pengeluarandalambentukapapun yang mungkindideritaatauditanggungPemilikSewaataskematian, cedera, kehilangan dan / ataukerusakan yang disebabkan oleh, dan (ii) semuahukumanataudenda yang dijatuhkan oleh otoritas yang kompetenakibatdaripenggunaan yang sembrono, penyalahgunaan, pemborosanataupenyalahgunaan dan penggunaan yang tidaktepat oleh Penyewaataupetugas, karyawan, agen, kontraktorindependenatauundangandari Lessee. air, gas, listrik, peneranganataulayanan dan fasilitas lain di Tempatatau yang timbuldarikelengkapanatauperlengkapan yang salah daripihakPenyewa.   1. Pernyataan dan Jaminan    1. PemilikSewamenyatakan dan menjaminbahwa:       1. diamemilikikapasitas, kekuasaan, dan kewenanganpenuhuntukmenyetujui dan terikat oleh ketentuanPerjanjianini;       2. telahmemperolehsemuapersetujuan dan persetujuan yang diperlukanuntukmasukkedalamPerjanjianini;       3. telahmengambilsemuatindakan yang diperlukanuntukmengizinkanmasukke, kinerja dan pengirimanPerjanjianini dan tindakan yang dimaksuddalamPerjanjianini;       4. Perjanjianinimerupakankewajibanhukum, sah dan mengikat yang dapatdiberlakukanterhadapnyasesuaidenganpersyaratannya;       5. haliniakanmemberikankepadaPenyewahakkontrol, manajemen, administrasi dan pemeliharaanpenuh dan eksklusifdariTempat;       6. diatidakakanmenggangguataumelibatkandirimerekasendiri, dengancaraapa pun denganmanajemensehari-haridariTempat dan menjaminkepadaPenyewakendalitanpagangguan dan eksklusifdalampengelolaan, administrasi, pemeliharaan dan pengawasanPropertiselamaPeriodeSewa; dan       7. Penyewadapatsecaradamai dan tenangmemiliki, mengelola, dan mengoperasikanTempat yang bebasdaripenganiayaan, penggusuranataugangguan oleh PemilikSewaatau oleh siapa pun yang dengannyaPemilikSewaakanmendapatkansedikitatauhaknyauntukmengelola dan memeliharaTempatatau oleh orang lain. atau orang yang mengklaimsuatukepentingan oleh, melaluiatau di bawahPemilikSewa. PemilikSewa, atasbiayanyasendiri, melakukan dan menuntuttindakan yang sesuai, yudisialataulainnya, untukmenjaminkepemilikan yang damai dan tenang oleh Penyewa.    2. Penyewamenyatakan dan menjaminbahwa:       1. diaadalahperseroanterbatas yang secarasahberdiriberdasarkanhukumRepublikIndonesia;       2. diamemilikikapasitas, kekuasaan, dan kewenanganpenuhuntukmenyetujui dan terikat oleh ketentuanPerjanjianini;       3. telahmemperolehsemuapersetujuan dan persetujuan yang diperlukanuntukmasukkedalamPerjanjianini;       4. telahmengambilsemuatindakan yang diperlukanuntukmengizinkanmasukke, kinerja dan pengirimanPerjanjianini dan tindakan yang dimaksuddalamPerjanjianini;       5. Perjanjianinimerupakankewajibanhukum, sah dan mengikat yang dapatdiberlakukanterhadapnyasesuaidenganpersyaratannya;       6. baikpelaksanaan dan penyampaianPerjanjianinimaupunpenyempurnaan oleh masing-masing Pihakdaritransaksi yang dimaksuddenganinitidakakanmengakibatkanpelanggaran material, ataugagalbayarberdasarkan, syaratatauketentuandarikontrak material, perjanjian, hutang, lisensi, izin, otorisasiataukonsesi di mana masing-masing Pihakmenjadipihakataupelanggaranhukum, aturan, regulasi, penilaianataukeputusan yang menjadisubyek masing-masing Pihak;       7. diaakanmembayarSewa dan biaya lain yang timbulberdasarkanPerjanjianinikepadaPemilikSewa pada waktu dan cara yang ditentukandalamPerjanjianini;       8. diaakanmemastikanbahwasetiapsaat, TempatakandigunakanhanyauntuktujuansebagaimanadinyatakandalamPerjanjianini; dan       9. diaakanmemastikankepatuhandenganperjanjian di bawahKlausul 7 dan semuakewajiban yang ditetapkandalamPerjanjianini. |
| 1. Assignment and Subletting   The Lessee shall have the right to assign, sub-lease or otherwise part with all or part of the possession of the Premises, either by way of subletting, lending, sharing or other means whereby any person or persons not a party to this Agreement obtains the use or possession of the Premises or any part thereof, irrespective of whether any rental or other consideration is given for such use or possession, without the prior written consent of the Lessor.   1. Events of Default   The occurrence of any of the following events shall constitute an **Event of Default**:   * + 1. the Lessor unilaterally terminates this Agreement without any material breach by Lessee;     2. any breach to the covenant of each Party as set out in Clause 7 and 8 of this Agreement;     3. the Lessee fails to make a payment of Rent or other fees and expenses at the time and manner specified under this Agreement, which is not remedied within thirty(30) days after a written notice in connection to such breach has been served by the Lessor;     4. the Lessee suffers an Insolvency Event;     5. any representations and warranties made by the Lessee in this Agreement or other related documents are proven to be untrue or incorrect;   If any Event of Default shall occur under this Agreement, the non-defaulting Party shall be entitled among others to request damages resulting from such Event of Default and/or to immediately terminate this Agreement forthwith by written notice to the defaulting Party.   1. Termination   This Agreement shall terminate:   * + 1. upon mutual agreement between the Lessor and Lessee;     2. upon the occurrence of any Event of Default, in accordance with the provisions and conditions set out in Clause 15; or     3. upon the written notification of either Party in the event where an Event of Force Majeure continues and is prolonged to occur for more than 180 (one hundred and eighty) calendar days.   Pursuant to Clause 16.1(b) and notwithstanding the relevant provisions and conditions set out under each of the Transaction Document, the termination of this Agreement following the occurrence of an Event of Default will also be deemed as an event of default in all of the other Transaction Documents which will result in the termination of all of the other the Transaction Documents.  Termination shall not release the a Party from any liability and other monies up to that date that are accrued and not yet paid pursuant to this Agreement, or for any previous breach of the provisions of this Agreement. Termination will also not release the Lessee from any continuing obligation that it may have pursuant to this Agreement. For the purpose of this Clause 15.2, "continuing obligation" includes, but is not limited to, the provisions stipulated under Clause 12 (Assignment and Subletting), Clause 13 (Events of Default) and Clause 20.6 (Assignment) of this Agreement.  The Parties waive Article 1266 of the Indonesian Civil Code to the extent that prior judicial approval would be required for cancellation of this Agreement or early termination of this Agreement.   1. Force Majeure   If a Party is prevented from performing all or part of its obligations under this Agreement by the occurrence of any Event of Force Majeure, that Party shall not be held liable for the non-performance of its obligations as a result of an Event of Force Majeure nor shall such Party be liable for any consequences resulting from such failure to perform. The time for performance of the obligations shall be extended by the period of the Event of Force Majeure.  As soon as possible after the occurrence of an Event of Force Majeure and in any event no later than 5 (five) Business Days after such occurrence, any Party claiming Force Majeure shall inform the other Party of the event constituting Force Majeure and shall furnish appropriate proof of the occurrence and duration of such Event of Force Majeure and shall describe the anticipated effect of such Event of Force Majeure on the performance of the obligations of such Party under this Agreement. The Party claiming Force Majeure shall also use all reasonable endeavours to mitigate the consequences of the Event of Force Majeure. The Party claiming Force Majeure shall also notify the other Party of the termination of such Event of Force Majeure as soon as possible and in any event within five (5) Business Days of the end of the Event of Force Majeure.  Upon the occurrence of an Event of Force Majeure, the Parties shall immediately consult with each other in order to find an equitable solution and shall use all reasonable endeavours to minimise the consequences of such Event of Force Majeure.   1. Governing Law and Jurisdiction   This Agreement, the arbitration agreement as set out in this Clause 18, any power of attorney or other document executed in connection with this Agreement or the transactions provided for in this Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of the Republic of Indonesia.  Any dispute arising out of or in connection with this Agreement, including all questions regarding its existence, validity, interpretation, performance, breach or termination or the consequences of its nullity and any dispute relating to any non-contractual obligations arising out of or in connection with it (each a **Dispute**), shall be referred to and finally resolved by arbitration under the Arbitration Rules of Badan Arbitrase Nasional Indonesia (**BANI**) from time to time in force (the **Rules**), which Rules are deemed to be incorporated by reference in this Clause 18 (provided that, in the event of any conflict between the Rules and the provisions of this Clause 18, the latter shall prevail). The arbitration shall be before one (1) arbitrator who shall be appointed by BANI. The seat of the arbitration shall be Indonesia and the language of the arbitration shall be English.  Notwithstanding the foregoing, the Parties agree that either of them may seek interim measures in relation to the provisions of this Agreement or the Parties' performance of it from any court of competent jurisdiction. Nevertheless, whilst the Dispute is being resolved, the Lessee shall continue to run its operations as in the ordinary course of business. | 1. Pangalihan dan Penyewaan Kembali   Penyewaberhakuntukmengalihkan, menyewakan, atausebagiandengansemuaatausebagiandarikepemilikanTempat, baikdengancaramenyewakan, meminjamkan, berbagiataucara lain di mana orang atau orang yang bukanmerupakanpihakdalamPerjanjianinimemperolehpenggunaanataukepemilikanTempatataubagiannya, terlepasdariapakahadapenyewaanataupertimbangan lain yang diberikanuntukpenggunaanataukepemilikantersebut, tanpapersetujuantertulissebelumnyadariPemilikSewa.   1. Kejadian Wanprestasi   Terjadinya salah satuperistiwaberikutinimerupakansuatu**KejadianWanprestasi**:   * + 1. PemilikSewasecarasepihakmengakhiriPerjanjianinitanpaadanyapelanggaran material oleh Penyewa;     2. setiappelanggaranterhadapperjanjian masing-masing PihaksebagaimanadiaturdalamKlausul 7 dan 8 Perjanjianini;     3. PenyewagagalmelakukanpembayaranSewaataubiaya dan pengeluaran lain pada waktu dan cara yang ditentukanberdasarkanPerjanjianini, yang tidakdiperbaikidalamwaktutigapuluh (30) harisetelahpemberitahuantertulissehubungandenganpelanggarantersebuttelahdisampaikan oleh Penyewa;     4. PenyewamenderitasuatuKejadianTidak Mampu Membayar;     5. pernyataan dan jaminan yang dibuat oleh Penyewa di dalamPerjanjianiniataudokumenterkaitlainnyaterbuktitidakbenaratausalah;   Jika adaPeristiwaWanprestasiterjadiberdasarkanPerjanjianini, Pihak yang tidakgagalbayarberhakantara lain untukmemintagantirugi yang diakibatkan oleh PeristiwaWanprestasitersebut dan / atauuntuksegeramenghentikanPerjanjianinisegeradenganpemberitahuantertuliskepadaPihak yang gagalbayar.   1. Pengakhiran   Perjanjianiniakanberakhir:   * + 1. ataskesepakatanbersamaantaraPemilikSewa dan Penyewa;     2. setelahterjadinyaPeristiwaWanprestasi, sesuaidenganketentuan dan ketentuan yang ditetapkandalamKlausul 15; atau     3. ataspemberitahuantertulisdari salah satuPihakdalamhalPeristiwaKeadaanKaharberlanjut dan berkepanjanganterjadiselamalebihdari 180 (seratusdelapanpuluh) harikalender.   BerdasarkanKlausul16.1(b) dan terlepasdariketentuan dan ketentuanterkait yang ditetapkandalam masing-masing DokumenTransaksi, pengakhiranPerjanjianinisetelahterjadinyaPeristiwaWanprestasi juga akandianggapsebagaiperistiwawanprestasi di semuaDokumenTransaksilainnya yang akanmengakibatkanpenghentiansemuaDokumenTransaksilainnya.  PengakhirantidakakanmembebaskansuatuPihakdarikewajiban dan uang lain apa pun hinggatanggaltersebut yang masihharusdibayar dan belumdibayarkansesuaidenganPerjanjianini, atauuntukpelanggaransebelumnyaatasketentuanPerjanjianini. Pengakhiran juga tidakakanmembebaskanPenyewadarikewajibanberkelanjutan yang mungkindimilikinyasesuaidenganPerjanjianini. UntuktujuanKlausul 15.2 ini, "kewajibanberkelanjutan" termasuk, namuntidakterbatas pada, ketentuan yang ditetapkanberdasarkanKlausul12 (Pengalihan dan Penyewaan Kembali), Klausul13 (PeristiwaWanprestasi) dan Klausul 20.6 (Pengalihan) Perjanjianini.  Para PihakmengesampingkanPasal 1266 KUH PerdatajikapersetujuanyudisialdiperlukanuntukpembatalanPerjanjianiniataupenghentianlebihawaldariPerjanjianini.   1. Keadaan Kahar   Jika suatuPihakdicegahuntukmelakukansemuaatausebagiankewajibannyaberdasarkanPerjanjianinikarenaterjadinyaPeristiwaKeadaanKahar, PihaktersebuttidakakanbertanggungjawabatastidakdilaksanakannyakewajibannyasebagaiakibatdariPeristiwaKeadaanKahar. Pihaktersebut juga tidakakanbertanggungjawabataskonsekuensiapa pun yang diakibatkandarikegagalantersebut. Waktu untukmelaksanakankewajibanakandiperpanjangselamaperiodeKejadianKeadaanKahar.  SesegeramungkinsetelahterjadinyaPeristiwaKeadaanKahar dan dalamperistiwaapa pun selambat-lambatnya 5 (lima) Hari Kerjasetelahkejadiantersebut, Pihak mana pun yang mengklaimKeadaanKaharharusmemberitahuPihak lain tentangperistiwa yang merupakanKeadaanKahar dan harusmemberikan yang sesuaibuktiterjadinya dan durasiPeristiwaKeadaanKahartersebut dan harusmenjelaskandampak yang diantisipasidariPeristiwaKeadaanKahartersebut pada kinerjakewajibanPihaktersebutberdasarkanPerjanjianini. Pihak yang mengklaimKeadaanKahar juga harusmenggunakansemuaupaya yang wajaruntukmengurangikonsekuensiPeristiwaKeadaanKahar. Pihak yang mengklaimKeadaanKahar juga harusmemberitahuPihaklainnyatentangpenghentianPeristiwaKeadaanKahartersebutsesegeramungkin dan dalamhalapa pun dalamwaktu lima (5) Hari KerjasetelahberakhirnyaPeristiwaKeadaanKahar.  Setelah terjadinyaPeristiwaKeadaanKahar, Para Pihakharussegeraberkonsultasisatusama lain untukmenemukansolusi yang adil dan harusmenggunakansemuaupaya yang wajaruntukmeminimalkankonsekuensiPeristiwaKeadaanKahartersebut.   1. Hukum yang Mengatur dan Yurisdiksi   Perjanjianini, perjanjianarbitrasesebagaimanadiaturdalamKlausul 18 ini, setiapsuratkuasaataudokumen lain yang dieksekusisehubungandenganPerjanjianiniatautransaksi yang diaturdalamPerjanjianini dan kewajiban non-kontrakapa pun yang timbuldariatausehubungandenganituharusdiatur oleh hukumRepublik Indonesia.  Setiapperselisihan yang timbuldariatausehubungandenganPerjanjianini, termasuksemuapertanyaanmengenaikeberadaannya, validitas, interpretasi, kinerja, pelanggaranataupenghentianataukonsekuensidaripembatalannya dan setiapperselisihan yang berkaitandengankewajiban non-kontrak yang timbuldariatausehubungandenganitu (masing-masing a **Perselisihan**), akandirujuk dan akhirnyadiselesaikanmelaluiarbitraseberdasarkanPeraturanArbitrase Badan Arbitrase Nasional Indonesia (**BANI**) dariwaktukewaktu yang berlaku (file **Aturan**), Aturan mana yang dianggapdimasukkansebagaireferensidalamKlausul 18 ini (denganketentuan, jikaterjadipertentanganantaraAturan dan ketentuanKlausul 18 ini, yang terakhir yang berlaku). Arbitraseharusdihadapkan pada 1 (satu) arbiter yang akanditunjuk oleh BANI. Tempatarbitraseadalah Jakarta dan bahasaarbitraseadalahbahasaInggris.  Sekalipundemikian, Para Pihaksetujubahwa salah satudarimerekadapatmengupayakantindakansementarasehubungandenganketentuanPerjanjianiniataukinerja Para Pihakdaripengadilan mana pun denganyurisdiksi yang kompeten. Namundemikian, saatSengketasedangdiselesaikan, Penyewaakanterusmenjalankanoperasinyasepertidalamkegiatanbisnisbiasa. |
| 1. Notices   Except as otherwise provided in this Agreement, any notice or other communication to be given under this Agreement must be in writing in English, which includes fax and email (but not any other form of electronic communication) and must be delivered or sent by post, fax or email to the Party to whom it is to be given at its address appearing in this Agreement as follows:   * + 1. to the Lessor at: PT Wombat Lombok Holdings   Address: Jalan Raya Kuta Mrendeng, Kuta, Pujut, Kabupaten Lombok Tengah, Nusa Tenggara Bar. 83573  Email: Chrischiofalo@gmail.com  marked for the attention of Christopher Chiofalo   * + 1. to the Lessee at: PT BRIIX PROPERTI INDONESIA   Address: Jalan Pariwisata, Dusun Baturiti, Kuta Village, Pujut District, Central Lombok Regency, Nusa Tenggara Barat, Indonesia  marked for the attention of PT BRIIX PROPERTI INDONESIA  or at any such other address, fax number or email address of which it shall have given notice for this purpose to the other party under this Clause 19. Any notice or other communication sent by post shall be sent by registered mail requesting a return receipt (if the country of destination is the same as the country of origin) or by overnight courier (if the country of destination is not the same as the country of origin).  Any notice or other communication shall be deemed to have been given:   * + 1. if delivered, on the date of delivery;     2. if sent by post, on the third Business Day after it was put into the post or sent by courier;     3. if sent by fax, on the date of transmission, if transmitted before 3.00pm (local time at the country of destination) on any Business Day, and in any other case on the Business Day following the date of transmission; or     4. if emailed:        1. when the sender receives an automated message confirming delivery; or        2. four (4) hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,   whichever happens first.  In proving the giving of a notice or other communication, it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted, that the fax was properly addressed and transmitted or that the email was correctly addressed and transmitted, as the case may be.  This Clause 19 shall not apply in relation to the service of any claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with this Agreement.   1. Limitation of Liability   Notwithstanding anything in this Agreement to the contrary, in no event, during the Lease Period or following the expiration of the Lease Period or the termination of this Agreement, shall either Party or their respective affiliates, directors, officers, employees, agents or subcontractors, be liable to the other Party in tort (*perbuatanmelawanhukum*), contract, strict liability or other legal liability (except to the extent that damages are caused by a Party's gross negligence or intentional wrongdoing) for lost profits, lost revenues, lost business opportunities, or other immaterial damages, each of which is hereby excluded by agreement of the Parties, regardless of whether such damages were foreseeable or whether any Party or any entity has been advised of the possibility of such damages.  For the avoidance of doubt, nothing in this Clause 20 or in this Agreement limits any liability that either Party may have pursuant to this Agreement to indemnify the other Party for fines, penalties or other sanctions imposed by any government or regulatory authority on account of acts or omissions of the indemnifying Party.   1. Miscellaneous   Each of the obligations, warranties and undertakings set out in this Agreement (excluding any obligation which is fully performed on Closing) shall continue in force after the Closing and shall not be affected by the waiver of any Closing Condition or any notice given by the Buyer in respect of any Closing Condition.  The rights of each Party under this Agreement:   * + 1. may be exercised as often as necessary;     2. except as otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and     3. may be waived only in writing and specifically.   Delay in exercising or non-exercise of any such right is not a waiver of that right.   * 1. Limitation Due to Law   Without prejudice to the other provisions of this Agreement, if any legislation or government decisions, orders, policies, or requests restrict the Parties from performing their obligations under this Agreement, the Parties shall use their best efforts to reduce the effect of those restrictions.   * 1. Severability   If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, then such provision shall be given no effect and shall be deemed not to be included in this Agreement but without invalidating any of the remaining provisions of this Agreement. The Parties shall then use all reasonable endeavours to replace the invalid or unenforceable provision(s) by a valid and enforceable substitute provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.   * 1. Language   This Agreement is originally executed in the English language. Each Party to this Agreement fully understands and accepts the terms of this Agreement as written in English, and is fully aware of the existence of Law No. 24 of 2009 regarding National Flag, Language, Coat of Arms, and Anthem as further implemented by Presidential Regulation No. 63 of 2019 on the Use of Indonesian Language (the **Language Law**). As soon as practicable after the date hereof and in any event no later than thirty (30) calendar days from the Effective Date, a translation of this Agreement into Bahasa Indonesian acceptable to each Party shall be signed by the Parties which shall be effective from the Effective Date.  In the event of inconsistency between the English version of this Agreement and the Bahasa Indonesian version of this Agreement, the English version shall prevail to the fullest extent permitted by the applicable law, and the Bahasa Indonesian version shall be amended the extent of such inconsistency to be in conformity with the English version. The Effective Date of the Indonesian version shall be the same as that of the English version.  Each Party shall not (and shall not allow or assist any other party to) in any manner or forum in any jurisdiction:  challenge the validity of, or raise or file any objection to, this Agreement or the transactions contemplated in this Agreement;  defend its non-performance or breach of its obligations under this Agreement; or  allege that this Agreement is against public policy or public order, or otherwise does not constitute its legal, valid and binding obligation, enforceable against it in accordance with its terms,  in each case, on the basis of any failure to comply with the Language Law or its implementing regulations.  Each document, instrument, statement, report, notice or other communication to be furnished or delivered in connection with this Agreement or any other Transaction Documents shall be:  in the English language; or  accompanied by a certified English translation upon which each of the Parties shall be entitled to rely.   * 1. Assignment   The obligations specified in this Agreement are binding between the Parties and their successors and there shall be no assignment of rights, and this Agreement shall not be transferred, delegated, delivered, or removed unless previously approved in writing by the Parties.   * 1. Entire Agreement   This Agreement contains the whole agreement between the Parties relating to the transactions contemplated by this Agreement and supersedes all previous agreements (whether oral or in writing) between the Parties in relation to the subject matter of this Agreement, provided that nothing in this Agreement shall exclude any liability for, or remedy in respect of, fraudulent misrepresentation.Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement.   * 1. Costs   Except as otherwise expressly provided in this Agreement, the [Lessor] shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement (including but not limited to legal, notary and registration fees).   * 1. Amendments   This Agreement may only be amended by a written agreement signed by the Parties, and such amendment will constitute an integral part of this Agreement.   * 1. Confidentiality   No announcement, circular or communication concerning the existence or content of this Agreementshall be made by either Party without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed).   * 1. Counterparts   This Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement, and any Party (including any duly authorised representative of a Party) may enter into this Agreement by executing a counterpart. Facsimile or electronically scanned signatures shall be valid and binding to the same extent as original signatures. | 1. Pemberitahuan   Kecualiditentukan lain dalamPerjanjianini, setiappemberitahuanataukomunikasi lain yang akandiberikanberdasarkanPerjanjianiniharusdibuatsecaratertulisdalambahasaInggris, yang mencakupfaks dan email (tetapibukanbentukkomunikasielektroniklainnya) dan harusdikirimataudikirimmelaluipos, faksatau email kepadaPihak yang kepadanyaakandiberikan di alamatnya yang tercantumdalamPerjanjianinisebagaiberikut:   * + 1. kepadaPemilikSewa di: PT Wombat Lombok Holdings   Alamat: Jalan Raya Kuta Mrendeng, Kuta, Pujut, Kabupaten Lombok Tengah, Nusa Tenggara Bar. 83573  Email: Chrischiofalo@gmail.com  ditandaiKepadaYthChristopher Chiofalo   * + 1. kepadaPemilikkepadaPemilikSewa di: PT BRIIX PROPERTI INDONESIA   Alamat: Jalan Pariwisata, Dusun Baturiti, Desa Kuta, KecamatanPujut, Kabupaten Lombok Tengah, Nusa Tenggara Barat, Indonesia  ditandaiatasperhatian PT BRIIX PROPERTI INDONESIA  atau di alamat lain, nomorfaksataualamat email yang telahmemberikanpemberitahuanuntuktujuaninikepadapihak lain berdasarkanKlausul 19 ini. Setiappemberitahuanataukomunikasi lain yang dikirimmelaluiposakandikirimmelaluipostercatatmemintatandaterimapengembalian (jika negara tujuansamadengan negara asal) ataumelaluikurir (jika negara tujuantidaksamadengannegaranyaasal).  Setiappemberitahuanataukomunikasilainnyadianggapdianggapdiberikan:   * + 1. jikadikirim, pada tanggalpengiriman;     2. jikadikirimmelaluipos pada Hari Kerjaketigasetelahdimasukkankedalamposataudikirimmelaluikurir;     3. jikadikirimmelaluifaks, pada tanggalpengiriman, jikadikirimsebelumpukul 15.00 (waktusetempat di negara tujuan) pada Hari Kerjaapa pun, dan dalamhal lain pada Hari Kerjasetelahtanggalpengiriman; atau     4. jikadikirimkanmelalui email:        1. saatpengirimmenerimapesanotomatis yang mengonfirmasipengiriman; atau        2. empat (4) jam setelahwaktupengiriman (seperti yang tercatat di perangkatpengirimmengirim email) kecualipengirimmenerimapesanotomatisbahwa email tersebutbelumterkirim,   mana saja yang terjadilebihdulu.  Dalammembuktikanpemberianpemberitahuanataukomunikasilainnya, cukupuntukmembuktikanbahwapengirimantelahdilakukanataubahwaamplop yang berisikomunikasitersebutdialamatkan dan diposkandenganbenar, bahwafakstelahdialamatkan dan dikirimdenganbenarataubahwa email itudialamatkandenganbenar dan ditransmisikan, sesuaidengankeadaan yang terjadi.  Klausul 19 initidakberlakudalamkaitannyadenganlayanansegalabentukklaim, pemberitahuan, perintah, penilaian, ataudokumen lain yang berkaitandenganatausehubungandengan proses, gugatan, atautindakanapa pun yang timbuldariatausehubungandenganPerjanjianini.   1. Pembatasan Kewajiban   Terlepasdarihalapa pun dalamPerjanjianini yang bertentangan, dalamkejadianapa pun, selamaPeriodeSewaatausetelahberakhirnyaPeriodeSewaataupengakhiranPerjanjianini, salah satuPihakatauafiliasi, direktur, pejabat, karyawan, agenatausubkontraktornya masing-masing, bertanggungjawabkepadaPihak lain dalamwanprestasi (*perbuatanmelawanhukum*), kontrak, tanggungjawabketat, atautanggungjawabhukumlainnya (kecualisejauhkerusakan yang disebabkan oleh kelalaianbesarsuatuPihakataukesalahan yang disengaja) atashilangnyakeuntungan, hilangnyapendapatan, kehilanganpeluangbisnis, ataukerusakantidak material lainnya, yang masing-masing denganinidikecualikandenganpersetujuan Para Pihak, terlepasdariapakahkerusakantersebutdapatdiperkirakanatauapakahPihakatauentitas mana pun telahdiberitahukantentangkemungkinankerusakantersebut.  Untukmenghindarikeraguan, tidakadadalamKlausul 20 iniataudalamPerjanjianini yang membatasikewajibanapa pun yang mungkindimiliki oleh salah satuPihaksesuaidenganPerjanjianiniuntukmenggantikerugianPihaklainnyaatasdenda, hukuman, atausanksi lain yang dikenakan oleh pemerintahatauotoritaspengatur mana pun karenatindakantersebut. ataukelalaiandariPihak yang melindungi.   1. Lain-Lain   Setiapkewajiban, jaminan dan usaha yang ditetapkandalamPerjanjianini (tidaktermasukkewajibanapa pun yang sepenuhnyadilakukan pada Penutupan) akanterusberlakusetelahPenutupan dan tidakakanterpengaruh oleh pengabaianPersyaratanPenutupanataupemberitahuanapa pun yang diberikan oleh Pembeli, sehubungandenganKetentuanPenutup.  Hak masing-masing PihakberdasarkanPerjanjianini:   * + 1. dapatdilakukansesering yang diperlukan;     2. kecualijikasecarategasditentukandalamPerjanjianini, bersifatkumulatif dan tidakeksklusifdarihak dan upayahukum yang diberikan oleh hukum; dan     3. hanyadapatdikesampingkansecaratertulis dan khusus.   Penundaandalammelaksanakanatautidakmelaksanakanhaktersebutbukanlahpengesampinganhaktersebut.   * 1. Batasan Karena Hukum   Tanpamengurangiketentuan lain dalamPerjanjianini, jikaadaundang-undangataukeputusan, perintah, kebijakan, ataupermintaanpemerintah yang membatasi Para PihakuntukmelaksanakankewajibanmerekaberdasarkanPerjanjianini, Para Pihakakanmenggunakanupayaterbaikmerekauntukmengurangiefekdaripembatasantersebut.   * 1. Keterpisahan   Jika adaketentuandalamPerjanjianini yang dianggapilegal, tidak valid, atautidakdapat dilaksanakan dalamhalapa pun oleh pengadilandenganyurisdiksi yang kompeten, makaketentuantersebuttidakakanberlaku dan akandianggaptidakdisertakandalamPerjanjianinitetapitanpamembatalkan salah satuketentuan yang tersisadariPerjanjianini. Para Pihakkemudianakanmenggunakansemuaupaya yang wajaruntukmenggantiketentuan yang tidak valid atautidakdapat dilaksanakan denganketentuanpengganti yang sah dan dapat dilaksanakan, yang pengaruhnyasedekatmungkindenganefek yang dimaksudkandariketentuan yang tidak valid atautidakdapat dilaksanakan tersebut.   * 1. Bahasa   Perjanjianiniawalnya ditandatangani dalambahasaInggris. SetiapPihakdalamPerjanjianinisepenuhnyamemahami dan menerimaketentuanPerjanjianinisebagaimana yang tertulisdalambahasaInggris, dan sepenuhnyamengetahuikeberadaanUndang-UndangNomor 24 Tahun 2009 tentangBendera Nasional, Bahasa, Lambang, dan LaguKebangsaan yang selanjutnyditerapkandenganPeraturanPresidenNomor 63 Tahun 2019 tentangPenggunaan Bahasa Indonesia (UU **Bahasa**). SesegeramungkinsetelahtanggalPerjanjianini dan dalamhalapa pun selambat-lambatnyatigapuluh (30) harikalendersejakTanggalEfektif, terjemahanPerjanjianinikedalam Bahasa Indonesia yang dapatditerima oleh masing-masing Pihakharus ditandatangani oleh Para Pihak yang akanberlakuefektifsejakTanggalberlaku.  Jika terdapatketidaksesuaianantaraversi Bahasa InggrisdariPerjanjianini dan versi Bahasa Indonesia dariPerjanjianini, versi Bahasa Inggrisakanberlakusejauhdiizinkan oleh hukum yang berlaku, dan versi Bahasa Indonesia akandiubahsejauh mana ketidaksesuaiantersebutsesuaidenganversibahasaInggris. TanggalEfektifversibahasa Indonesia harussamadenganversibahasaInggris.  SetiapPihaktidakboleh (dan tidakakanmengizinkanataumembantupihak lain untuk) dengancaraatau forum apa pun di yurisdiksi mana pun:  menantangvaliditas, ataumengajukanataumengajukankeberatanapa pun terhadap, Perjanjianiniatautransaksi yang dimaksuddalamPerjanjianini;  membela non-kinerjaataupelanggarankewajibannyaberdasarkanPerjanjianini; atau  menuduhbahwaPerjanjianinibertentangandengankebijakanpublikataubukanmerupakankewajibannya yang sesuaihukum, sah, dan mengikat, yang dapatdiberlakukanterhadapnyasesuaidenganketentuanperjanjianini,  dalamsetiapkasus, atasdasarkegagalanuntukmematuhi Hukum Bahasa atauperaturanpelaksanaannya.  Setiapdokumen, instrumen, pernyataan, laporan, pemberitahuanataukomunikasi lain yang akandilengkapiataudikirimkansehubungandenganPerjanjianiniatauDokumenTransaksilainnyaharus:  dalambahasaInggris; atau  disertaidenganterjemahanresmibahasaInggris yang menjadihak masing-masing Pihakuntukmengandalkan.   * 1. Pengalihan   Kewajiban yang ditentukandalamPerjanjianinimengikatantara Para Pihak dan penerusnya dan tidakakanadapengalihanhak, dan Perjanjianinitidakakandialihkan, didelegasikan, diserahkan, ataudihapuskecualidisetujuisebelumnyasecaratertulis oleh Para Pihak.   * 1. KeseluruhanPerjanjian   Perjanjianiniberisikeseluruhanperjanjianantara Para Pihak yang berkaitandengantransaksi yang dimaksuddalamPerjanjianini dan menggantikansemuaperjanjiansebelumnya (baiklisanmaupuntertulis) antara Para PihaksehubungandenganmateripokokPerjanjianini, denganketentuanbahwatidakadadalamPerjanjianini yang akanmengecualikankewajibanapa pun untuk, ataugantirugisehubungandengan, kesalahanpenyajian yang menipu. Kecualisebagaimanadiharuskan oleh undang-undang, tidakadaistilah yang akantersirat (baikberdasarkankebiasaan, penggunaanataulainnya) kedalamPerjanjianini.   * 1. Biaya   KecualijikasecarategasditentukandalamPerjanjianini, [PemilikSewa] harusmembayarbiaya dan pengeluaran yang dikeluarkanolehnyasehubungandenganmasuknya dan penyelesaianPerjanjianini (termasuknamuntidakterbatas pada biayahukum, notaris dan pendaftaran).   * 1. Perubahan - perubahan   Perjanjianinihanyadapatdiubahdenganperjanjiantertulis yang ditandatangani oleh Para Pihak, dan perubahantersebutakanmenjadibagian yang tidakterpisahkandariPerjanjianini.   * 1. Kerahasiaan   Tidakadapengumuman, edaran, ataukomunikasimengenaikeberadaanataukontenPerjanjianini yang akandibuat oleh salah satuPihaktanpapersetujuantertulissebelumnyadariPihaklainnya (persetujuantersebutuntuktidakditahanatauditundasecaratidakwajar).   * 1. Salinan   Perjanjianinidapat ditandatangani di sejumlahsalinan, yang semuanya, jikadigabungkan, akanmerupakansatuperjanjian yang sama, dan Pihak mana pun (termasukperwakilanresmidarisuatuPihak) dapatmengadakanPerjanjianinidenganmenandatanganisuatusalinan. Faksimiliatautandatangan yang dipindaisecaraelektronikadalahsah dan mengikatsejauhtandatanganasli. |
| **THIS AGREEMENT** has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement. | **DEMIKIAN PERJANJIAN INI**telah ditandatangani oleh Para Pihak (atauperwakilanresmimereka) pada tanggal yang disebutkan di awalPerjanjianini. |

|  |  |
| --- | --- |
| PEMILIK SEWA/ LESSOR | PENYEWA/ LESSEE |
| PT WOMBAT LOMBOK HOLDINGS | PT BRIIX PROPERTI INDONESIA |
|  |  |
|  |  |
|  | {{t:s;r:y;o:“Customer”;w:100;h:15;}} |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Nama: Christopher Chiofalo | Nama: Conrad Leigh Warren |
| Jabatan: Komisaris | Jabatan: Direktur |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Annex A**  General Specifications [for reference only]   |  |  |  |  | | --- | --- | --- | --- | | **No.** | **ITEMS** | **DESCRIPTION** | **REMARKS** | | 1 | Location | HGB No. 37/Prabu |  | | 2 | Land Size | 261 sq m |  | | 3 | Leased Premises | 261 |  | | 4 | Ceiling Height | 2.9 |  | | 6 | Telephone Line | PABX |  | | 7 | Internet Connection | Fibre Optic (Indi Home) |  | | 8 | Maximum Electric Capacity | 10KVA – 14KVA |  | | 9 | Back-up Power Capacity | 550 KVA |  |   ***[Note: the Lessor may modify the content of this Schedule accordingly.]*** | Lampiran A  spesifikasi umum [hanya untuk referensi]   |  |  |  |  | | --- | --- | --- | --- | | No. | ITEM | DESKRIPSI | CATATAN | | 1 | Lokasi | No. HGB 37/Prabu |  | | 2 | Luas Tanah | 261-meterpersegi |  | | 3 | Tempat yang Disewakan | 261 |  | | 4 | KetinggianPlafon | 2.9 |  | | 6 | Telepon | PABX |  | | 7 | Sambungan Internet | Fiber Optic (Indi Home) |  | | 8 | Kapasitas Listrik Maksimal | 10KVA - 14KVA |  | | 9 | KapasitasDaya Cadangan | 550 KVA |  |   [Catatan: PemilikSewadapatmengubahisi Lampiran inisebagaimanamestinya.] |

LAMPIRAN 1

Tata Letak Properti dan Tempat

(PROPERTY AND PREMISES LAYOUT)



Lantaidasar

|  |  |
| --- | --- |
| SCHEDULE 2  Utilities and Services [for reference only]  During the Lease Period, the Lessor shall use its best endeavours to provide the following utilities and services:  ELECTRICITY  Electrical power from the Perusahaan Listrik Negara source is connected to service the Property and the Premises.In the event of a Perusahaan Listrik Negara failure, electricity supply will be provided by a standby generator for the essential use of the firefighting system and lighting.All tenants (including the Lessee) shall be separately metered for electrical consumption and payments shall be made as directed by the Lessor on an actual consumption basis.  TELEPHONE AND FACSIMILE  Separate lines shall be provided at the outlets of the Premises. The amount shall be determined from time to time in accordance with the cost of installing the telephone line and will be charged upon the setting up of the Lessee's phone number. All telephone charges, whether for local, intercity or international calls, as well as facsimile and telex charges, including the monthly subscription fees for these services for as long as the Lessee uses the same, shall be fully payable by the Lessee as charged by standard rates.  WATER  An adequate supply of water for the Lessee's use will be available from a shallow or deep well.  SEWAGE DISPOSAL  Waste from toilets, drains and sinks will be discharged from the Premises into such mains as provided by the local authority.  APPARATUS  The Lessor shall maintain in good working order and repair:   * + 1. all apparatus, equipment, the drainage and water system and the electric lighting appliances to the Property;     2. all sewers, drains, channels, water sources, gutters, rainwater and soil pipes, sanitary apparatus pipes, wires and cables and supply lines in under or upon the Property which shall serve the Property but excluding apparatus within the Premises occupied exclusively by the Lessee; and     3. all fixtures and fittings, receptacles, including light bulbs, fluorescent tubes and materials and other things which are desirable or necessary for the maintenance, upkeep and cleanliness of the Property.   In addition to the above, the Lessor shall use its best endeavours to provide the following services:  HOUSEKEEPING  The Property shall be cleaned and kept in usable condition.The refuse in the collection area will be disposed ofon the basis ofscheduled disposal intervals.  LANDSCAPING  All gardens, landscaping, planted areas, flower beds and potted plants in and around the Property shall be maintained and tended regularly by the Lessor.  RUBBISH DISPOSAL  Rubbish shall be taken for disposal from the Property's garbage bin centre on a regular basis.Rubbish disposal by Lessor shall be limited to domestic waste.Industrial or trade waste such as wooden pallets shall be disposed by tenant.  SECURITY SYSTEMS  Security guards to be on duty twenty-four (24) hours a day to secure the Property and maintain vigilance against the occurrence of fire with the aid of the Property's fire alarm system.  CCTV will be provided for the Property as an added security measure.  A boom gate will be made available for vehicle entry/exit and to ensure authorised personnel working on the Premises are allowed access.  PEST CONTROL  There will be scheduled pest treatment on the Property.  FIREFIGHTING SYSTEMS  A sprinkler, fire hose, fire alarm, fire extinguisher and smoke detector will be provided as part of the compliance.  ***[Note: the Lessor may modify the content of this Schedule accordingly.]*** | LAMPIRAN 2  Utilitas dan Layanan [hanya untuk referensi]  SelamaPeriodeSewa, PemilikSewamelakukanupayaterbaiknyauntukmenyediakanutilitas dan layananberikut:  LISTRIK  Tenaga listrikdarisumber Perusahaan Listrik Negara terhubungkelayananProperti dan Tempat. Jika terjadikegagalan Perusahaan Listrik Negara, pasokanlistrikakandisediakan oleh generator siagauntukpenggunaanpentingdarisistem dan peneranganpemadamkebakaran. Semuapenyewa (termasukPenyewa) harusdiukursecaraterpisahuntukkonsumsilistrik dan pembayaranharusdilakukanseperti yang diarahkan oleh PemilikSewaberdasarkankonsumsiaktual.  TELEPON DAN FAKSIMILI  Garis terpisahharusdisediakan di outlet Tempat. Jumlahnyaakanditentukandariwaktukewaktusesuaidenganbiayapemasangansalurantelepon dan akandibebankan pada pengaturannomorteleponPenyewa. Semuabiayatelepon, baikuntukpanggilanlokal, antarkotaatauinternasional, sertabiayafaksimili dan teleks, termasukbiayalanggananbulananuntuklayananiniselamaPenyewamenggunakanhal yang sama, harusdibayarpenuh oleh Penyewaseperti yang dibebankan oleh standartarif.  AIR  Pasokan air yang cukupuntukpenggunaanPenyewaakantersediadarisumurdangkalataudalam.  PEMBUANGAN SAMPAH  Limbahdari toilet, saluranpembuangan, dan bakcuciakandibuangdariTempatkesumberlistrikseperti yang disediakan oleh otoritassetempat.  PERLENGKAPAN  PemilikSewamerawat dan memperbaikidenganbaik:   * + 1. semuaperalatan, peralatan, sistemdrainase dan air sertaperalatanpeneranganlistrikkeProperti;     2. semuaselokan, saluran air, saluran, sumber air, talang, air hujan dan pipa tanah, pipa peralatansanitasi, kabel dan kabel dan jalursuplai di bawahatau di atasProperti yang akanmelayaniPropertitetapitidaktermasukperalatan di dalamTempat yang ditempatisecaraeksklusif oleh Penyewa; dan     3. semuaperlengkapan dan perlengkapan, wadah, termasuk bola lampu, tabung dan bahanfluoresen dan hal-hal lain yang diinginkanataudiperlukanuntukpemeliharaan, pemeliharaan dan kebersihanProperti.   Selain yang disebutkan di atas, PemilikSewamenggunakanupayaterbaiknyauntukmenyediakanlayananberikut:  HOUSEKEEPING  Propertiharusdibersihkan dan dipertahankandalamkondisi yang dapatdigunakan. Sampah di area pengumpulanakandibuangberdasarkan interval pembuangan yang dijadwalkan.  LANDSCAPING  Semuataman, lansekap, area tanam, hamparanbunga dan tanaman pot di dalam dan di sekitarPropertiharusdipelihara dan dirawatsecarateratur oleh Penyewa.  PEMBUANGAN SAMPAH  SampahharusdiambiluntukdibuangdaripusattempatsampahPropertisecarateratur. Pembuangansampah oleh PemilikSewadibatasi pada sampahdomestik. Limbahindustriatauperdagangansepertipaletkayuharusdibuang oleh penyewa.  SISTEM KEAMANAN  Petugaskeamananakanbertugasduapuluhempat (24) jam sehariuntukmengamankanProperti dan menjagakewaspadaanterhadapterjadinyakebakarandenganbantuansistem alarm kebakaranProperti.  CCTV akandisediakanuntukPropertisebagaitindakankeamanantambahan.  Sebuahgerbang boom akantersediauntukmasuk / keluarkendaraan dan untukmemastikanpersonel yang berwenang yang bekerja di Lokasi diizinkanmengakses.  PEST CONTROL  Akan adaperawatanhamaterjadwal di Properti.  SISTEM PEMADAM KEBAKARAN  Sebuah sprinkler, selangkebakaran, alarm kebakaran, pemadamkebakaran dan detektor asap akandisediakansebagaibagiandarikepatuhan.  [Catatan: PemilikSewadapatmengubahisi Lampiran inisebagaimanamestinya.] |

|  |  |
| --- | --- |
| **SCHEDULE 4**  **CONDITIONS OF REINSTATEMENT**  Premises during the Lease Period, the Parties agree that the Lessee shall refurbish the Premises in the amount of maximum 5% (five percent) of the Purchase Price (as defined under the CSPA) on the fifth (5th) anniversary of the Lease Period and, at the end of the Lease Period, refurbish the Premises in the amount of maximum 10% (ten percent) of the Purchase Price (as defined under the CSPA).  [*to be commercially agreed between the parties*] | LAMPIRAN 4  KETENTUAN PEMULIHAN  TempatselamaPeriodeSewa, Para PihaksetujubahwaPenyewaakanmemperbaruiTempatdalamjumlahmaksimum 5% (lima persen) dari Harga Pembelian (sebagaimanadidefinisikandalam CSPA) pada ulangtahunkelima (5) PeriodeSewa dan, pada akhirPeriodeSewa, perbaruiBangunandenganjumlahmaksimum 10% (sepuluhpersen) dari Harga Pembelian (sebagaimanadidefinisikandalam CSPA).  [*untukdisepakatisecarakomersialantara para pihak*] |

[*to be commercially agreed between the parties*]