



INDONESIA UPDATE

REAL ESTATE INVESTMENT IN INDONESIA

In recent years, the real estate sector in Indonesia has attracted major international investors, at levels not seen before since the Asian financial crisis in 1997.

International investors are active in the office, retail, residential, industrial and logistics markets. Although some of these sub-sectors are currently oversupplied, the longer-term attractiveness of the Indonesian real estate market remains compelling.

However, fundamental legal and regulatory issues still concern those considering real estate investment. In this bulletin, we identify and address some of these issues based on our experience advising foreign investors in this sector in Indonesia.

GENERAL

1. What is the current foreign investment climate in Indonesia, in particular in the real estate sector?

In general, positive.

Although the regulatory environment remains complex and uncertainties remain, the Government of Indonesia is committed to encouraging foreign investment, including in the property sector, through several measures including easing individual foreign ownership in certain limited circumstances, beneficial tax treatment for real estate investment trusts (REITs), reducing property transfer tax, and simplifying development licensing procedures. Some of these measures will take time to be implemented fully, but in general the direction of the current government policies is progressing.

22 MARCH 2017

Jakarta

Table of Contents

| | |
|--|---|
| 1. What is the current foreign investment climate in Indonesia, in particular in the real estate sector? | 1 |
| 2. What are the key country issues when considering real estate investments in Indonesia, and what are the main mitigation techniques? | 2 |
| 3. What are the key legal or regulatory issues when considering real estate investments in Indonesia, and what are the main mitigation techniques? | 3 |
| 4. What are the basic forms of land title in Indonesia and how is land owned in Indonesia? | 4 |
| 5. How do foreign investors own and operate real estate assets in Indonesia? Can foreign individuals own real estate assets in Indonesia? | 5 |
| 6. How long is HGB title granted for? Can it be renewed? | 7 |
| 7. What does the acquisition process involve? | 7 |
| 8. What property taxes are payable? | 8 |
| 9. Is there a concept of strata title ownership in Indonesia? If so, what are the key features? | 8 |
| 10. Is it possible to take security over real estate assets in Indonesia? How effective are such security structures in practice? | 9 |
| 11. Are real estate investment trusts (REITs) possible in Indonesia? | 9 |
| 12. Contacts | 9 |

RELATED LINKS

- > [Herbert Smith Freehills](#)
- > [Hiswara Bunjamin & Tandjung](#)
- > [Herbert Smith Freehills insights](#)

2. What are the key country issues when considering real estate investments in Indonesia, and what are the main mitigation techniques?

We set out below some of the key country risks which, in our experience, foreign investors face when investing in the real estate sector in Indonesia.

| Issue | Comments | Mitigation |
|---------------------------|--|---|
| Bureaucracy | Bureaucratic red-tape is considered by many international investors as a key barrier to investing in Indonesia, although this is steadily improving. Eg Indonesia recently climbed 15 places from 106 to 91 since the World Bank's "Ease of Doing Business Index 2017", being amongst the ten biggest climbers. | Proactive and persistent engagement with regulators is necessary. |
| Corruption | Corruption remains a significant impediment to Indonesia's development, but there are recent improvements. Indonesia is currently ranked 88 out of 168 on the 2015 Annual Corruption Perception Index (by Transparency International). Indonesia has shown steady improvement on the index over the last 10 years, and the current government is very much committed to reducing corruption. | Careful selection of an appropriate local partner is essential. |
| Delays | Conducting business (including completing real estate transactions) in Indonesia often takes longer when compared to transactions of a similar nature in developed countries. | Constant monitoring and strong contractual protection is recommended (eg. price retention coupled with clearly defined liquidated damages for delays). |
| Dispute resolution | Court processes can be lengthy in nature and outcomes are uncertain. Foreign companies often elect for dispute resolution by way of arbitration in foreign jurisdictions (eg SIAC in Singapore). | Taking security over assets, including land, can in practice be a practical way to increase the leverage of the foreign investor vis-à-vis the local party. |
| Infrastructure | There is a need for substantial investment in the country's outdated infrastructure. Recognising that the current quality and quantity of existing infrastructure is a significant barrier preventing Indonesia from reaching its full economic and social development potential, the Indonesian Government has boosted public investment focusing on infrastructure. | Investing in Indonesia's largest cities with better developed infrastructure, such as Jakarta and Surabaya, is a key consideration when considering real estate investments in Indonesia. |

^ [Back to top](#)

3. What are the key legal or regulatory issues when considering real estate investments in Indonesia, and what are the main mitigation techniques?

| Issue | Comment | Mitigation |
|--|--|--|
| Overlapping privately held land with other concessions | There is no centralised or electronic land registry in Indonesia and conducting land title searches require involving third parties (such as local property lawyers, notaries and property registries). Note that the National Land Agency (BPN) has set up an online map of Indonesia which shows the type of land title for a particular plot of land, but the accuracy of such data would nevertheless need to be confirmed with the BPN. Privately held land may overlap with concession areas granted by the Government of Indonesia for mining, forestry and plantation activities. | Conducting land searches at various government institutions (such as, the National Land Agency (BPN), the Ministry of Forestry, the Ministry of Agriculture and the Ministry of Energy and Mineral Resources), particularly in rural areas or areas in close proximity to possible concessions. This can be a time consuming process, and for foreign investors such processes at an early stage may, in certain situations, be best led by the local partner. |
| Complex development licence process | The licence process for development in Indonesia is complex and regulations may vary from one region to another. There are various licensing requirements that developers need to obtain prior to and during the development phase. For example, the key licences in Jakarta include, among others: (i) Land Utilisation Appointment Licence (SIPT); (ii) City Planning Statement Letter (SKRK); (iii) Infrastructure Construction Permit (IMP); (iv) Environmental Licences (UKL/UPL); (v) Building Construction Permit (IMB); and (vi) Certificate Of Building Worthiness (SLF). According to data collected by the World Bank's "Doing Business 2017", dealing with development licences in Jakarta requires around 17 procedures and 200 days to complete. | Proactive and persistent engagement with regulators is necessary. For foreign investors, selecting a reliable local partner to handle such issues is essential. |
| Delays in issuing strata title documents | The developer will be required to convert its land title over the whole building into a number of strata titles (HMSRS) for each unit in the building. Typically, issuance of strata title certificates take around 3-4 months in urban areas (such as Jakarta) but delays are not uncommon. | Engaging a Land Deed Official who would be proactive and persistently engage with regulators is necessary. |
| Reliance on unclear regulations and policies and uneven enforcement | Certain Indonesian laws and regulations relating to land/real estate are unclear and conflict with other laws and regulations. For example, regulatory uncertainty exists in relation to strata title assets due to the absence of implementation regulations. The vacuum that is left by the absence of such implementation regulations is dealt with by government policies which may not be consistently applied. Enforcement of regulations by regulators is generally uneven due to lack of resources and may be driven by political factors. | Conducting informal consultations with regulators is essential in order to clarify frequently evolving policies. |
| Counterparty and enforcement risk | The enforcement of legal rights in Indonesia can be less predictable than in more developed jurisdictions and more open to spoiling tactics to prevent or materially delay enforcement of legal rights even where the legal position should be clear. According to data collected by the World Bank's "Doing Business 2017", contract enforcement in Indonesia takes, on average, around 471 days. | This risk cannot be completely avoided, but mitigation techniques include extensive due diligence and, where possible, appropriate security package over assets of the counterparty. |

TITLE AND OWNERSHIP

4. What are the basic forms of land title in Indonesia and how is land owned in Indonesia?

We set out below a summary of the main forms of land title in Indonesia:

| Registered Land Rights | Description | Time Period | Permissible Holders |
|--|--|---|--|
| Right of Ownership – <i>Hak Milik</i> (“ HM ”) | HM is the most extensive form of land title in Indonesia that can be owned by individuals (eg ownership for an indefinite time period). It is the closest equivalent to the common law concept of freehold. | Indefinite | <ul style="list-style-type: none"> • Indonesian citizens • Certain Indonesian domestic legal entities determined by the Indonesian Government which engage in certain sectors, such as religious and social sectors |
| Right to Build – <i>Hak Guna Bangunan</i> (“ HGB ”) | HGB allows its holder to build, construct and use the land and buildings on the land. This is the most extensive form of land title in Indonesia available for foreign controlled Indonesian legal entities. | Maximum 30 years and extendable for 20 years. Multiple renewals and extensions permitted. | <ul style="list-style-type: none"> • Indonesian citizens • Indonesian legal entities (including foreign investment (PMA) companies) |
| Right to Use – <i>Hak Pakai</i> (“ HP ”) | <p>HP allows its holder to use a plot of land (including, subject to permitting requirements, the right to construct buildings) and/or collect produce derived from such land.</p> <p>HP can be granted over state land, HPL (as defined below) or privately held land (HM).</p> <p>Foreign citizens residing in Indonesia may be granted a HP (subject to certain requirements – see paragraph 5 below) which is derived from a conversion of HM or HGB when he/she purchases a residential home.</p> | <p><u>Over state land</u></p> <p>Maximum 25 years and extendable for 20 years. Multiple renewals and extensions permitted.</p> <p>HP is granted for a term determined, on a case-by-case basis, to Indonesian government institutions, representatives of foreign states or international organizations, or religious or social institutions.</p> <p><u>Over HM</u></p> <p>Maximum 25 years and any extension requires a new agreement with the Indonesian landowner holding the HM title.</p> <p><u>For foreign citizens residing in Indonesia:</u></p> <ul style="list-style-type: none"> • A HP which is derived from conversion of a HM: Maximum 30 years and can be extended for 20 years and renewed for 30 years. • A HP which is derived from conversion of a HGB: valid for the remaining term of the HGB and can be extended for 20 years and renewed for 30 years. | <ul style="list-style-type: none"> • Indonesian citizens • Indonesian legal entities (including foreign investment (PMA) companies) • Indonesian government institutions (including regional government institutions) • Social and religious organisations • Foreign citizens residing in Indonesia • Foreign companies that have a representative office in Indonesia • Representatives of foreign states and international organisations (eg diplomats/embassies) |

| | | | |
|--|---|---|---|
| Right to Manage – <i>Hak Pengelolaan</i> (“HPL”) | HPL relates to operating industrial or housing estates and is granted based on a government decision (<i>penetapan pemerintah</i>) whereby the holder is allowed to use a plot of land for its own purposes (eg land used for ports or airports) | Determined on a case-by-case basis | <ul style="list-style-type: none"> Indonesian government institutions or agencies (including regional government institutions) State-owned companies and/or regional government-owned companies Companies wholly owned by the government Authority agencies (eg port authority) |
| Right to Cultivate – <i>Hak Guna Usaha</i> (“HGU”) | HGU is granted for the purpose of agriculture, fisheries or animal husbandry. | Maximum 35 years and extendable for 25 years. Multiple renewals and extensions permitted. | <ul style="list-style-type: none"> Indonesian citizens Indonesian legal entities (including foreign investment (PMA) companies) |
| Strata Title – <i>Hak Milik atas Satuan Rumah Susun</i> (“HMSRS”) | <p>HMSRS grants its holder the rights of ownership over (a) individual units and (b) common areas (ie common part, common object and common land).</p> <p>HMSRS can be granted over (i) HM; (ii) HGB/HP over state land; (iii) HGB/HP over HPL; (iv) utilisation of state/local land or utilisation of donated land (<i>pendayagunaan tanah wakaf</i>).</p> | The term of the HMSRS title follows the term of the underlying land title, except for the utilization of state/local land or utilization of donated land, which will be valid for 60 years. | <ul style="list-style-type: none"> Indonesian citizens Indonesian legal entities PMA companies, subject to certain requirements below Foreign citizens residing in Indonesia, subject to certain requirements below |
| Right to Use Strata Title – <i>Hak Pakai atas Satuan Rumah Susun</i> (“HPSRS”) | <p>HPSRS is a title derived from a conversion of HMSRS granted to resident foreigners who purchase an apartment unit in Indonesia.</p> <p>See paragraph 5 for further details.</p> | <p><u>For new apartment units:</u> Maximum 30 years, and can be extended for 20 years and renewed for 30 years.</p> <p><u>For second-hand apartment units:</u> valid for the remaining term of the HMSRS and can be extended for 20 years and renewed for 30 years.</p> | <ul style="list-style-type: none"> Foreign citizens residing in Indonesia, subject to certain requirements below |

^ [Back to top](#)

5. How do foreign investors own and operate real estate assets in Indonesia? Can foreign individuals own real estate assets in Indonesia?

PMA companies

Foreign investors can invest in real estate in Indonesia by establishing a foreign investment company, known as a “PMA company”, either to operate its business or to conduct real estate type activities in accordance with its investment business licence as approved by the Indonesian Investment Coordinating Board (“**BKPM**”).

In the real estate sector, a PMA company is entitled to hold a (i) HGB title, a (ii) HP title, and a (iii) HMSRS title provided the underlying land is subject to either (a) HM title, (b) HGB title over state land (*Tanah Negara*), (c) HP title over state land (*Tanah Negara*) (d) HGB over HPL, or (e) HP over HPL.

Real estate activities

Foreign investment in various sectors in Indonesia, including the real estate sector, is regulated by the Indonesian Negative Investment List which identifies specific business sectors that are either completely closed to foreign investment or partially open and subject to restrictions or conditions. The Negative Investment List must be read in conjunction with what is known as the Standard Indonesian Business Classification (“**KBLI**”) list which elaborates in more detail the scope of each line of business mentioned in the negative investment list by reference to specific numerical codes.

Under the current KBLI, there is a line of business which refers to “real estate which is owned or leased”. Such line of business is open for 100% foreign investment under the current Indonesian negative investment list. Such activities include the business of buying, selling, leasing and operating real estate, whether owned or leased, such as apartment units, residential buildings and non-residential buildings. A real estate development business falls within this line of business (but not a real estate construction business which falls under a different line of business).

Non-real estate activities

A PMA company may also acquire a real estate asset to support its line of business in accordance with its investment business licence as approved by BKPM. For example, a manufacturing PMA company is typically permitted to acquire a plot of land or a building for the purpose of operating its manufacturing facilities. However, such manufacturing PMA company would not be permitted to conduct real estate type activities, such as buying and selling real estate for profit.

Resident Foreigners

Under the Land and Zoning Ministry Regulation No. 29 of 2016 issued in September 2016, foreign individuals holding an Indonesian residence permit (“**Resident Foreigner**”) may own a residential home or apartment unit under a HP title subject to the requirements set out below.

Residential homes

Resident Foreigners can own a residential home if the latter meets the following requirements:

- Minimum sale value as stipulated under the relevant regulation (this varies from one region to another – in Jakarta, it is Rp.10 billion (c.US\$740,000));
- Maximum of one plot of land per person or family; and
- Maximum land size of 2000 square meters (unless waived by the Minister of Agrarian Affairs and Spatial Planning/Head of National Land Agency in certain limited cases).

The above requirements do not apply to representatives of foreign states or representatives of international organisations.

A Resident Foreigner may purchase a residential home (with a HM or HGB title), and the title will automatically convert into state land which is granted to the Resident Foreigner under a HP title upon the sale and purchase agreement being signed before the relevant land deed official. If the Resident Foreigner sells the residential home to an Indonesian citizen, the HP title will automatically revert to its original status (either HM or HGB title).

A HP title may be granted to Resident Foreigners for a certain period of time depending on the underlying title:

- HP title deriving from a conversion of a HM title can be granted for a term of 30 years and can be extended for a further term of 20 years and renewed for another term of 30 years; and
- HP title deriving from a conversion of a HGB title can be granted for the remaining period under the HGB title and can be extended for a further term of 20 years and renewed for another term of 30 years.

Strata title apartment units

Resident Foreigners may own a strata title apartment unit provided the latter meets the minimum sale value as stipulated under the relevant regulation (this varies from one region to another – in Jakarta, it is Rp.3 billion (c.US\$225,000)).

A Resident Foreigner may purchase a new or previously-owned apartment unit with HMSRS title, built on land with a HGB or a HPL title, and the HMSRS title will automatically convert into a Right to Use Strata Title (*Hak Pakai Atas Satuan Rumah Susun* or “**HPSRS**”). If the Resident Foreigner sells the apartment unit to an Indonesian citizen, the HPSRS title will automatically revert to its original status (HMSRS title).

A HPSRS title may be granted to Resident Foreigners for a certain period of time depending on the condition of the relevant apartment unit:

- For new apartment units, a HPSRS title deriving from a conversion of a HMSRS title can be granted for a term of 30 years and can be extended for a further term of 20 years and renewed for another term of 30 years; and

- For second-hand apartment units, a HPSRS title deriving from a conversion of a HMSRS title can be granted for the remaining period of the HMSRS title and can be extended for a further term of 20 years and renewed for another term of 30 years.

It remains to be seen how the new Land and Zoning Ministry Regulation No. 29 of 2016 will be applied in practice as it has introduced a new concept of “automatic title conversions”. It would be advisable to consult the relevant local land office and notary prior to any purchase of property.

In the event a Resident Foreigner leaves Indonesia, he/she must within a period of one year (ie commencing from the date the Resident Foreigner’s travel document is affixed with an exit stamp by the Indonesian immigration authority) relinquish or transfer his/her property-ownership rights over the residential home or apartment unit to eligible parties according to applicable laws and regulations.

Furthermore, a Resident Foreigner may bequeath the rights over his/her residential home or apartment unit to his/her heirs provided the latter have a valid Indonesian residence permit. Finally, Resident Foreigners may also use their residential home or apartment unit as collateral for a mortgage.

^ [Back to top](#)

6. How long is HGB title granted for? Can it be renewed?

HGB title can be granted for a maximum term of 30 years and can be extended for a further maximum term of 20 years. Multiple renewals and extensions of HGB titles are permitted. Once the initial extension period expires, the HGB title can be renewed for up to 30 years and extended for up to 20 years. If the HGB title is not extended or renewed and expires, it will cease to exist and the previous HGB title holder will lose its ownership rights over the land. In most cases, the land in question will become a state-owned land.

^ [Back to top](#)

7. What does the acquisition process involve?

The acquisition of real estate in Indonesia typically involves the entry into various documents by the seller and purchaser, including a non-binding head of terms or letter of intent, a conditional sale and purchase agreement (CSPA) and a land deed of transfer (*Akta Jual Beli*). The CSPA is a contractual arrangement for the sale and purchase of the plot of land. In certain cases, the CSPA may require a down payment by the purchaser to the seller and the fulfilment of certain conditions precedent by the parties prior to completion.

Once all conditions precedent have been satisfied or waived by the parties, the latter will complete the transaction by paying the relevant property taxes (see paragraph 8 below) and entering into a land deed of transfer before a Land Deed Official (*Pejabat Pembuat Akta Tanah*). The land deed of transfer will then be registered at the local Land Office to have the purchaser’s name registered and recorded in the land certificate. According to data collected by the World Bank’s “Doing Business 2017” report, registering a newly acquired property requires 5 procedures and 27.4 days in Indonesia (excluding time required to negotiate and enter into commercial agreements, such as the head of terms and the CSPA).

Note that for strata title apartments, Law No. 20 of 2011 regarding Apartments Units (*Rumah Susun*) allows a developer to undertake marketing activities before construction of the building is undertaken, provided that prior to conducting such activities, the developer has at the very least met certain requirements which, among others, includes having certainty regarding the zoning status of the land and certainty regarding rights to the land.

Furthermore, developers of strata title apartments may also enter into a CSPA with the purchaser for the sale of units before the construction of the building is completed. The CSPA must be entered into before a Land Deed Official (*Pejabat Pembuat Akta Tanah*), provided there is certainty in relation to (a) the ownership status of the land, (b) obtaining the building construction permit, (c) availability of the infrastructure, facility and public utilities, (d) construction of at least 20% of the building and (e) the matters agreed (ie the condition of the building being built and sold to consumers as advertised, through promotional media, among others, the location, shape, specification, price, infrastructure, facilities and public utilities, and other facilities, together with the delivery time). Once the building is considered completed (evidenced by the issuance of the Certificate of Building Worthiness (*Sertifikat Laik Fungsi*) and the strata titles have been issued, the sale process can be implemented through a land deed of transfer.

^ [Back to top](#)

8. What property taxes are payable?

Land and building tax

Land and building tax (*Pajak Bumi dan Bangunan* - “**PBB**”) must be paid on an annual basis at the maximum amount of 0.3% (depending on the regional regulation) of the Tax Object Sales Value (*Nilai Jual Objek Pajak* - “**NJOP**”) imposed by local government.

Taxes on land transfer

In general, in a sale and purchase of property, the buyer must pay the tax on the acquisition of land and building (*Bea Perolehan Hak Atas Tanah dan Bangunan* –“**BPHTB**”) and the seller must pay the transfer tax (*Pajak Penghasilan Atas Penghasilan Dari Pengalihan Hak Atas Tanah* – “**PPh**”) in accordance with the following formulae:

- (a) for the seller = $2.5\% \times$ the sale value or NJOP (only if the sale value is lower than the NJOP); and
- (b) for the buyer = $5\% \times$ (the sale value or Tax Object Acquisition Value (*Nilai Perolehan Objek Pajak* or “**NPOP**”, only if the sale value is lower than the NPOP) - Non-Taxable Sales Value (*Nilai Jual Objek Pajak Tidak Kena Pajak* - “**NJOPTKP**”).

NJOPTKP is effectively a non-taxable portion, which is a fixed value set for each area by the tax office.

Note that the application of tax may differ from the above in certain circumstances, including, among others, in relation to inheritance.

^ [Back to top](#)

9. Is there a concept of strata title ownership in Indonesia? If so, what are the key features?

Yes, there is a concept of strata title ownership in Indonesia. The main legislation is Law No. 20 of 2011 regarding Apartment Units (*Rumah Susun*) (Law No. 20 of 2011). Regulatory uncertainty exists due to the absence of implementing regulations of such law. Regulations issued prior to Law No.20 of 2011 remain valid as long as they do not conflict with such law or until they are replaced by the much anticipated implementing regulations.

The key features of strata title ownership in Indonesia are as follows:

- Ownership of strata title is evidenced by a strata title certificate or HMSRS certificate (*Sertifikat Hak Milik atas Satuan Rumah Susun*).
- The rights of a strata title holder consists of ownership over (a) individual units and (b) common areas (ie common part, common object and common land).
- Ownership portion over common areas is calculated based on the proportional ratio value (*Nilai Perbandingan Proporsional* – “**NPP**”). NPP is a number which compares an individual unit against the rights over the common areas, which is calculated based on the value of the relevant unit against the total value of the entire building as a whole.
- The underlying land title, over the common land, may consist of HM title, HGB title or HP title (see paragraph 4 above).
- The term of HMSRS certificate follows the term of the underlying land title (common land). The Owners and Occupants Association (*Perhimpunan Pemilik dan Penghuni Satuan Rumah Susun* – “**P3SRS**”) is an association with legal entity status. Members consist of owners and occupants of the relevant units. The role of the P3SRS is essentially to organize and manage the collective interests of unit owners with respect to common areas and occupancy of the units.

^ [Back to top](#)

OTHER

10. Is it possible to take security over real estate assets in Indonesia? How effective are such security structures in practice?

Yes, it is possible to take security over real estate assets in Indonesia. Land security in Indonesia is taken in the form of a Security Right (*Hak Tanggungan*). A Security Right may be granted over registered certificated land and must be registered by the Land Deed Official at the local Land Office where the land is located. Upon its registration, the creditor will have preferred status with respect to the property subject to the Security Right. If buildings or other fixtures such as plants or machinery are affixed to the land and the owner of the land grants a Security Right, the Security Right can cover both the land as well as the plants and machinery affixed to the land and no separate security over the latter is necessary.

The Security Rights have executorial force. Executorial force means the instrument is equivalent to a final and binding court decision, which in an enforcement scenario would mean that the beneficiary of the security should have the right to sell the secured collateral by virtue of its own authority in a public action and collect the proceeds of the sale to settle the outstanding debt owing by the debtor or the relevant security provider.

In theory, the holder of a security interest should be in a position to do so without going to court. In practice, this is rarely achievable as the debtor is likely to resist or dispute the entitlement to enforce and third parties will not want to become involved in this situation.

^ [Back to top](#)

11. Are real estate investment trusts (REITs) possible in Indonesia?

Yes, REITs are possible in Indonesia. A trust, which is a common law concept, is not formally recognised in the civil law-based jurisdiction of Indonesia. However, the Indonesian Capital Market Law of 1995 introduced a legal form known as Collective Investment Contract for REITs (CIC-REITs). These CIC-REITs provide the legal basis for public pooling of investment funds to be managed by investment managers on behalf and for the benefit of the pooled investors for the purpose of investing in real estate assets, assets related to real estates and/or cash and cash equivalent. We understand that the Indonesian Financial Services Authority (*Otoritas Jasa Keuangan* – “**OJK**”) is currently preparing a circular letter to provide further guidance on investments that can be made by CIC-REITs but timing remains unclear.

The Indonesian Government’s fifth policy package announced in October 2016 sought to boost the real estate market by eliminating double taxation on CIC-REITs subject to certain requirements.

^ [Back to top](#)

12. Contacts

Vik Tang (Partner)

Jakarta
T +62 21 574 4010
vik.tang@hsf.com

David Dawborn (Partner)

Jakarta
T +62 21 574 4010
david.dawborn@hsf.com

Iril Hiswara (Senior Counsel)

Jakarta
T +62 21 574 4010
iril.hiswara@hbtlaw.com

Cellia Cognard (Senior Associate)

Jakarta
T +62 21 574 4010
cellia.cognard@hsf.com

Delwyn Wono (Associate)

Jakarta
T +62 21 574 4010
delwyn.wono@hsf.com

Fiona Yoanita (Associate)

Jakarta
T +62 21 574 4010
fiona.yoanita@hbtlaw.com

If you would like to receive Herbert Smith Freehills briefings from other practice areas, or would like to be taken off the distribution lists for such briefings, please email subscribe@hsf.com.

© **Herbert Smith Freehills LLP 2017**

The contents of this publication, current at the date of publication set out above, are for reference purposes only. They do not constitute legal advice and should not be relied upon as such. Specific legal advice about your specific circumstances should always be sought separately before taking any action based on the information provided herein.

^ **[Back to top](#)**

ABU DHABI

Herbert Smith Freehills LLP
T +971 2 813 5000
F +971 2 813 5100

BANGKOK

Herbert Smith Freehills (Thailand) Ltd
T +66 2657 3888
F +66 2636 0657

BEIJING

Herbert Smith Freehills LLP
T +86 10 6535 5000
F +86 10 6535 5055

BELFAST

Herbert Smith Freehills LLP
T +44 28 9025 8200
F +44 28 9025 8201

BRISBANE

Herbert Smith Freehills
T +61 7 3258 6666
F +61 7 3258 6444

BRUSSELS

Herbert Smith Freehills LLP
T +32 2 511 7450
F +32 2 511 7772

DAMMAM

Al-Ghazzawi Professional Association
Herbert Smith Freehills LLP
associated firm
T +966 3 8331611
F +966 3 8331981

DOHA

Herbert Smith Freehills Middle East LLP
T +974 4452 8955
F +974 4452 8960

DUBAI

Herbert Smith Freehills LLP
T +971 4 428 6300
F +971 4 365 3171

HONG KONG

Herbert Smith Freehills
T +852 2845 6639
F +852 2845 9099

JAKARTA

Hiswara Bunjamin and Tandjung
Herbert Smith Freehills LLP
associated firm
T +62 21 574 4010
F +62 21 574 4670

JEDDAH

Al-Ghazzawi Professional Association
Herbert Smith Freehills LLP
associated firm
T +966 2 6531576
F +966 2 6532612

LONDON

Herbert Smith Freehills LLP
T +44 20 7374 8000
F +44 20 7374 0888

MADRID

Herbert Smith Freehills Spain LLP
T +34 91 423 4000
F +34 91 423 4001

MELBOURNE

Herbert Smith Freehills
T +61 3 9288 1234
F +61 3 9288 1567

MOSCOW

Herbert Smith Freehills CIS LLP
T +7 495 363 6500
F +7 495 363 6501

NEW YORK

Herbert Smith Freehills New York LLP
T +1 212 519 9855
F +1 212 519 9856

PARIS

Herbert Smith Freehills Paris LLP
T +33 1 53 57 70 70
F +33 1 53 57 70 80

PERTH

Herbert Smith Freehills
T +61 8 9211 7777
F +61 8 9211 7878

RIYADH

Al-Ghazzawi Professional Association
Herbert Smith Freehills LLP
associated firm
T +966 1 4632374
F +966 1 4627566

SHANGHAI

Herbert Smith Freehills LLP
T +86 21 2322 2000
F +86 21 2322 2322

SINGAPORE

Herbert Smith Freehills LLP
T +65 6868 8000
F +65 6868 8001

SYDNEY

Herbert Smith Freehills
T +61 2 9225 5000
F +61 2 9322 4000

TOKYO

Herbert Smith Freehills
T +81 3 5412 5412
F +81 3 5412 5413