



**On approval of rules and conditions for the transfer payment for the shares of the national managing holding, national holding, the national company of state property not subject to privatization**

*Unofficial translation*

Resolution of the Government Republic of Kazakhstan on September 13, 2011 № 1045.

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Pursuant to paragraph 4 of Article 114 of the Law of the Republic of Kazakhstan "On State Property", the Government of the Republic of Kazakhstan **hereby RESOLVES:**

**Footnote. Preamble - as amended by Resolution No. 831 of the Government of the Republic of Kazakhstan dated 17.10.2022 (shall be enforced ten calendar days after the date of its first official publication).**

1. To confirm the accompanying rules and conditions for the transfer payment for the shares of the national managing holding, national holding, the national company of state property not subject to privatization.

2. To declare invalid ruling The Republic of Kazakhstan dated December 31, 2004 № 1454 "On approval of the transfer of rights to national companies property not subject to privatization" (ACPP of the Republic of Kazakhstan, 2004, № 51, art. 678).

3. This Resolution comes into force after ten calendar days after its first official publication.

*Prime Minister of the Republic of Kazakhstan*

*K. Massimov*

Approved

Resolution of the Government  
Republic of Kazakhstan  
on September 13, 2011 № 1045

**Terms & Conditions transfer in payment for the shares of the national managing holding, national holding, the national company of state property not subject to privatization 1. General Provisions**

1. These Rules and conditions for the transfer of state property not subject to privatization (hereinafter referred to as the Rules) in payment of the shares of the national managing holding, national holding, national company have been developed pursuant to paragraph 4 of Article 114 of the Law of the Republic of Kazakhstan "On State Property" (hereinafter –the Law) and establish the procedure and conditions for the transfer of state property not subject to privatization (hereinafter - property) in payment of the shares of the national managing holding, national holding, national company (hereinafter -recipient) .

Footnote. Paragraph 1 - as amended by Resolution No. 831 of the Government of the Republic of Kazakhstan dated 17.10.2022 (shall be enforced ten calendar days after the date of its first official publication).

1-1. This Regulation does not apply to the transfer of the seaports having the status of international importance, as payment for shares of the Recipient.

Footnote. Rules amended by adding paragraph 1-1, in accordance with the decision of the RK Government from 12.11.2012 number 1431 (Comes into force upon expiry of ten calendar days after its first official publication).

2. The subjects of the relations regulated by these Rules are the Government of the Republic of Kazakhstan (hereinafter - the Government), local executive body of the respective administrative-territorial unit (further - local executive body), the authority for State Property Management (hereinafter - the authorized body), or its territorial division, state bodies responsible for the ownership and use of the state stake in the national managing holding, national x Olding, national companies (hereinafter - the authorized body of the relevant sector) and recipients.

## **2. The procedure and conditions for the transfer of state property, not subject to privatization, in payment for the shares of the national managing holding, national holding, national companies**

3. The state property, not subject to privatization, is transmitted to the payment of the shares to the recipients.

4. The payment of the shares transferred to the recipient:

- 1) property;
- 2) ownership and (or) use of property.

5. A decision on the transfer of republican property, or the rights of ownership and (or) use of this property is taken by the Government of the recipient.

6. The decision on the transfer of public property, or the rights of ownership and (or) use of this property to the recipient accepted the local executive body.

7. Preparation of the draft decision of the Government on the transfer of property is carried out by the authorized body of the corresponding industry in consultation with the competent authority.

Preparation of the draft decision of the Government on the transfer of property Joint Stock Company "Sovereign Wealth Fund" Samruk-Kazyna "is carried out authorized body.

8. Preparation of the draft decision of the local executive body of the transfer of property is carried out in consultation with the territorial division of the authorized body.

9. Following the decision to transfer the property to the recipient in accordance with paragraphs 5 and 6 of this Regulation within not more than thirty calendar days, issued an act of reception and transmission of property (transfer certificate) signed by the authorized officials of the transmitting and receiving sides and approved by supervisors.

Acceptance transmission (transfer certificate) made in the state and Russian, one copy for each of the parties involved in the design of the handover (transfer certificate).

10. When making a payment for the shares in the recipient's ownership and (or) use of property, the assessment of such a right be based on the size of payment for use of this property for the whole period of its use by the recipient.

11. The property is transferred to the ownership of the recipient, in exceptional cases, provided that the transfer of rights of ownership and (or) use of property entails the impossibility of further functioning of the recipient as an economic entity, the proper implementation of accounting of assets, the implementation of major investment projects related to the need for further disposal of the property, as well as the implementation of specific projects of particular social, economic importance for the state.

12. The property is transferred to the recipient in the authorized capital of the recipient with the condition of the subsequent transfer of the shares in the recipient's ownership of the Republic of Kazakhstan in the amount of the value of the transferred property.

13. Transfer of ownership and (or) to use the property as payment for shares of the recipient is carried out through the conclusion of the treaty, drawn up on the basis of model contract between the authorized authority or local executive authority and receiver according to Appendix 1 hereto. The contract can be concluded in two or more third-party order.

14. The organization of work on the valuation of the transferred property in payment of the recipient's shares shall be carried out by the authorized body as required by the Law of the Republic of Kazakhstan "On valuation activity in the Republic of Kazakhstan" and the Law.

**Footnote. Paragraph 14 - as amended by Resolution No. 831 of the Government of the Republic of Kazakhstan dated 17.10.2022 (shall be enforced ten calendar days after the date of its first official publication).**

Application  
Regulation and the conditions for transfer  
in payment for the shares of the national  
management holding, national holding,  
national companies state property  
not be privatized

**Standard contract**

**the transfer of rights of ownership and (or) use as payment for shares**

**National managing holding, national holding, national company of state property,  
not be privatized**

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(Name of state property, not subject to  
privatization)

Mr. \_\_\_\_\_ № \_\_\_\_\_ " \_\_\_\_ " \_\_\_\_\_ 20 \_\_, the

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(Name of the authorized body on state property  
or the local executive body of the relevant  
administrative-territorial unit)  
hereinafter referred to as "Owner" in the face of the first head

\_\_\_\_\_ acting on  
(FULL NAME.)

basis of the Regulation of the Committee of state property and  
Privatization of the Ministry of Finance of the Republic of Kazakhstan,  
approved by order of the Minister of Finance of the Republic of Kazakhstan  
" \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_ year number, or represented by an authorized  
officials of local executive body of the relevant  
administrative-territorial unit (hereinafter - the local  
executive body) \_\_\_\_\_, acting on the basis of \_\_\_\_\_  
(FULL NAME.)

\_\_\_\_\_,  
(base)

as well as on the basis of the decision of the Government of the Republic of Kazakhstan  
or the local executive body of the " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_ number \_\_\_\_  
"

\_\_\_\_\_  
\_\_\_\_\_"(hereinafter - Regulation)

on the one hand and \_\_\_\_\_

(Name of the national management holding national  
holding, national company)  
hereinafter referred to as "Recipient", in the face of the first head

\_\_\_\_\_ second side together

(FULL NAME.)

referred to as the "Parties", have concluded the present Model Treaty (hereinafter -  
Agreement) as follows.

## 1. The Subject of the Agreement

1. The treaty is the transfer of ownership rights and (or)  
use of state property not subject to privatization \_

\_\_\_\_\_  
(Name of state property by the transferee  
ownership and (or) use)

as payment for shares of the Recipient at the address: \_\_\_\_\_

\_\_\_\_\_  
(Location and brief description of the Property)

hereinafter referred to as "property".

2. Holder in accordance with said resolution of transfers, and the recipient receives the right of ownership and (or) use Property with " \_\_\_\_ " \_\_\_\_\_ 20 years at " \_\_\_\_ " \_\_\_\_\_ 20 \_\_\_\_ year for use in the \_\_\_\_\_

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(Property purpose)

3. Transfer of ownership and (or) use of the Property is not involves the transfer of ownership of the transferred property.

## **2. General conditions**

4. Transfer Property possession and (or) is carried out by use of the acceptance certificate (with reflection in the act of receiving the actual transmission state transfer property at the time), which is signed by authorized representatives, as well as approved by Owner and is an integral part hereof .

5. By signing this Agreement, to certify that at the time of the transfer of rights of ownership and (or) use, property is not mortgaged or in any other way is not encumbered by third party rights are not sold, is not under arrest and can not be claimed for action contract any of the parties unrelated to the contract.

6. The control of the proper execution by owner hereof.

## **3. The rights and obligations of the Parties**

7. The owner has the right to:

1) by agreement of the Parties to extend the period of this Agreement, make at present amendments to the Agreement;

2) written notice to the Recipient of the need to eliminate violations of this Agreement by the due date;

3) to require termination of this Agreement and claim damages, if the recipient does not fulfill the terms of this Agreement;

4) terminate unilaterally and to demand compensation for damages in case of default by the Recipient of this Agreement.

8. The recipient has the right to:

1) The owner offers to make the extension of the Agreement, amendments and additions to, or termination of the contract;

2) to demand that the owner is not represented ownership and (or) use of property in accordance with paragraph 1 hereof.

9. The owner must:

1) To approve the acceptance report within not more than thirty calendar days from the date of signing of this Agreement and to ensure the transfer of rights of ownership and (or) use of the property to the Recipient by the act of reception and transmission;

2) not to interfere with the Recipient to exercise the rights of ownership and (or) use of property within the contractual basis;

3) carry out checks intended use and to keep the property in accordance with the legislation of the Republic of Kazakhstan.

10. Recipient shall:

1) use the received property solely for the purpose stipulated in the Agreement;

2) keep the property in good order not to commit any actions that contribute to damage to or destruction of property;

3) maintain the property in good condition, make at its expense current repair and overhaul;

4) in case of failure of the Property, as well as certain elements of the property as a fault of the recipient, and because of normal wear and tear to restore this property at his own expense;

5) freely allow for inspection of the Property and adjacent to the property of land authorized representative of the owner, sanitary inspection services and other government agencies that control the compliance with legislation and other regulations, concerning the procedure for the use and operation of the property, the terms established by them to eliminate violations recorded;

6) in time to eliminate violations specified in the Owner written notice in accordance with subparagraph 2) of paragraph 8 hereof;

7) upon termination or expiration of the contract to provide the return of property within thirty days of the Owner acceptance certificate;

8) to indemnify the owner in case of Property return inoperative or damaged condition (with deterioration exceeding performance standards).

#### **4. Liability of the Parties**

11. For violation of the obligations under this Agreement shall be liable in accordance with the legislation of the Republic of Kazakhstan.

12. The recipient is solely responsible for ensuring the safety of property, fire and electrical safety, for the correct operation of hardware and engineering equipment, use of the property for its intended purpose, as well as for the consequences of improper execution of this Agreement in accordance with the legislation of the Republic of Kazakhstan.

#### **5. Term of the Agreement, the procedures and conditions its changes and early termination**

13. This Agreement shall enter into force upon signature by the Parties to this Agreement.

14. This Agreement at the end of the period referred to in paragraph 2 of this Agreement shall cease to have effect, with the exception of the extension of the term of this Agreement agreed by the Parties.

15. This Agreement may be terminated by Owner unilaterally and property returned to the owner in the following cases:

- 1) if the received property is not used for its intended purpose or improperly;
- 2) failure to eliminate violations specified in the Owner written notice;
- 3) if the recipient intentionally significantly impairs property;
- 4) if the recipient does not produce current and capital repair of property within a reasonable time, the Owner has the right to demand early termination of this Agreement only after the recipient to carry out his obligations.

16. Early termination of the Contract unilaterally is not allowed, except in the cases provided for in this Agreement.

17. Changing the legal status of the legal form of the Parties or the reorganization of one of the parties does not change the essence of this Agreement and all rights and obligations hereunder shall pass to their successors, with the exception of cases where the parties express the wish to terminate the Agreement, change it, or rules the right to require its renewal. The Parties shall inform each other in writing of any change in the legal status of re-registration after the fact within fifteen calendar days.

## **6. Special conditions**

18. Changes and additions to this Agreement shall be made by the Parties sign an additional agreement. Changes and additions to the Agreement shall enter into force upon signature.

## **7. Force Majeure**

19. For the purposes of this Agreement "Force Majeure" means an event that is not subject to control, not related to miscalculation or negligence, has an unexpected character, and is a consequence of force majeure (natural disasters or other circumstances that can not be foreseen or prevented) and military operations and other circumstances leading to the failure or improper performance of the terms of this Agreement.

20. In the event of force majeure recipient within five working days from the date of their occurrence notify the other Party, indicating the date of commencement of such event in writing and must provide proof of force majeure.

21. Date of performance obligations under the Contract shall be extended according to the time during which the acting force majeure.

## **8. Settlement of Disputes**

22. Disputes between the Parties that may arise in connection with this Agreement shall be settled through negotiations, and if no agreement - in court.

### 9. Details and Signatures of the Parties

OWNER: Recipient:

Head Head \_\_\_\_\_

\_\_\_\_\_

(Name, position) (name, position)

\_\_\_\_\_

(Location, details) (location, details)

\_\_\_\_\_

(Signature) Stamp (Signature) Stamp