



On approval of a standard contract for temporary compensated secondary use (sublease) of land plots in private ownership, where the special economic zone is created

Invalidated Unofficial translation

Order of the Minister for the Investments and Development of the Republic of Kazakhstan dated February 27, 2015 No. 214. Registered in the Ministry of Justice of the Republic of Kazakhstan on February 10, 2015 under No. 10701. Expired by Order of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated July 19 , 2019 No. 522

Footnote. It became invalid by Order of the Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated 07/19/2019 No. 522 (effective after ten calendar days after the date of its first official publication).

In accordance with subparagraph 8-3) of article 7 of the Law of the Republic of Kazakhstan "On Special Economic Zones in the Republic of Kazakhstan" dated July 21, 2011 I hereby **ORDER that:**

1. To approve the attached contract for temporary compensated secondary use (sublease) of land plots in private ownership, where the special economic zone is created.

2. The Investment Committee of the Ministry of Investments and Development of the Republic of Kazakhstan (Ye.K. Khairov) shall ensure in accordance with the procedure established by legislation:

1) the state registration of this order at the Ministry of Justice of the Republic of Kazakhstan;

2)direction of the copy in printed and electronic format for official publication in periodicals and Adilet information legal system, as well as to the Republican Legal Information Center for entering into the reference control bank of normative legal acts of the Republic of Kazakhstan within ten calendar days after the state registration of this order in the Ministry of Justice of the Republic of Kazakhstan;

3) this order posting on the Internet resource of the Ministry for Investments and Development of the Republic of Kazakhstan and on the internet portal of the state authorities;

4) submission to the Legal Department of the Ministry for Investments and Development of the Republic of Kazakhstan of information on the execution of

measures provided for by subparagraphs 1), 2) and 3) of paragraph 3 of this order within ten working days after the state registration of this order in the Ministry of Justice of the Republic of Kazakhstan,

3. Supervision over this order fulfillment shall be entrusted to the Deputy Minister for Investments and Development of the Republic of Kazakhstan.

4. This order shall be put into effect upon the expiry of 10 calendar days after its first official publication.

*Minister for Investments and Development
of the Republic of Kazakhstan*

A. Issekeshiev

Approved
by the order of the Minister for
Investments and Development of
the Republic of Kazakhstan
No.214 dated February 27, 2015

**The standard contract
for temporary compensated secondary use
(sublease) of land plots in private
ownership, where the special
economic zone is created**

city _____ " ____ " _____ 20__

(place of conclusion of the contract) (date of conclusion of the contract)

(name of the Managing Company)

represented by _____, acting on the basis
of

(charter, provision)
hereinafter referred to as "Lessor", and _____

represented by _____, acting on the basis
of

(charter, provision, certificate of IE No. ____)
hereinafter referred to as the "Sublessee", on the other hand, hereinafter referred to
as the "Parties", have concluded this contract for temporary compensated secondary

use (sublease) of land plots in private ownership (hereinafter referred to as the contract) as follows:

Footnote. The preamble as amended by order of the Act. Minister for Investments and Development of the RK dated December 31, 2015 No. 1285 (shall be enforced upon expiry of ten calendar days after its first official publication).

1. Subject of the contract

1. The lessor rents the land plot/part of the land plot hired under the contract No. ___ dated _____ 20__ for temporary compensated use (lease) of land plots in private ownership, where the special economic zone is created (hereinafter referred to as land plot) on temporary compensated secondary use (sublease) to the sublessee for use in the implementation of priority or subsidiary activities in the special economic zone (hereinafter referred to as SEZ)_____.

2. The location of the land plot and its data:

address: region _____

district _____

city _____, street _____

cadastral number: _____

area _____

purpose: _____.

restrictions on use and encumbrances: _____.

partibility of the land plot: _____.

3. There are (are not) real estate units on the land plot _____

_____.

(indicate the real estate units and their characteristics in case of their location on the land plot or register the absence thereof)

The detailed list of real estate units with technical characteristics is attached to the contract (in case of their location on the land plot).

The transfer of the land plot is executed by the act of acceptance-transfer (indicating the actual condition of the land plot), which is drawn up and signed by the parties in two copies (one for each of the Parties). The act of acceptance-transfer is attached to the contract and is its integral part.

2. Main definitions

4. In the present contract the following definitions are used:

1) inseparable improvements are improvements made by the sublessee with the consent of the lessor (buildings, structures are not contradicting the intended purpose of the land plot) are inseparable without damage to the property;

2) a contract of the participant of the SEZ is a contract on the implementation of activities as a participant of the SEZ;

3) a lessor is a management company established in accordance with the Law of the Republic of Kazakhstan dated July 21, 2011 “On Special Economic Zones in the Republic of Kazakhstan” (hereinafter referred to as the Law) in the organizational and legal form of a joint stock company to ensure the functioning of the SEZ;

4) a land plot is a land plot located on the territory of the SEZ;

5) a sublessee is participants of the SEZ, as well as persons engaged in auxiliary activities;

6) a sublease contract is a temporary compensated secondary use (sublease) of land plots in private ownership, where the special economic zone is created, concluded between a lessor and a sublessee in accordance with the Civil Code of the Republic of Kazakhstan, the Law, other regulatory legal acts, drawn up in writing, signed by the Parties, with all annexes and additions to it.

3. Rights and obligations of parties

5. Sublessee has the right to:

1) use the land plot for the implementation of priority (or auxiliary) activities in the territory of the SEZ;

2) erect buildings and structures are not contradicting the intended purpose of the land plot;

3) has other rights established by the laws of the Republic of Kazakhstan.

6. Sublessee is obliged to:

1) fulfill in full all the conditions of this contract;

2) use the land plot in accordance with its main purpose and in the manner provided for in this contract;

3) pay a fee for the use of the land plot in the amount and under the conditions established by this contract;

4) provide the lessor (its legal representatives), representatives of authorized bodies with access to the land plot;

5) send a written notice no later than 3 (three) months to the lessor of the early termination of this contract;

6) observe the requirements of town-planning regulations, construction, environmental, sanitary and hygienic, fire-prevention and other rules, regulations while using the land plot, prevent its pollution, cluttering, prevent environmental deterioration on the land plot and adjacent territories, and provide landscaping, comply with other requirements stipulated by the laws of the Republic of Kazakhstan;

7) notify the lessor of the change of its details in writing within ten days;

8) in the event of termination of this contract, return the land plot to the lessor in proper condition on the basis of the act of acceptance-transfer within 5 (five) working days from the date of termination of this contract;

9) in the event of terminating the contract of the SEZ participant by the lessor unilaterally in accordance with the Law, return the land plot to the lessor in proper condition on the basis of the act of acceptance-transfer within 15 (fifteen) working days from the date of termination of the contract of the SEZ participant;

10) carry out other duties established by the laws of the Republic of Kazakhstan.

Footnote. Paragraph 6 as amended by order of the Act. Minister for Investments and Development of the RK dated December 31, 2015 No. 1285 (shall be enforced upon expiry of ten calendar days after its first official publication).

7. The lessor has the right to:

1) demand early termination of the contract in the following cases:

the use of the land plot by the sublessee for a purpose other than the intended purpose;

failure by the sublessee to pay for the use of the land plot for more than 2 (two) quarters in a row;

termination of the contract of the SEZ participant unilaterally in accordance with the Law;

in other cases stipulated by the laws of the Republic of Kazakhstan;

2) access to the territory of the land plot in order to inspect it for compliance with the terms of the contract upon prior agreement with the sublessee tenant;

3) for damages caused by the deterioration of the properties of the land plot and the ecological situation as a result of the economic activity of the sublessee, as well as on other grounds provided for by the laws of the Republic of Kazakhstan and this contract ;

4) have other rights established by the laws of the Republic of Kazakhstan.

Footnote. Paragraph 7 as amended by order of the Act. Minister for Investments and Development of the RK dated December 31, 2015 No. 1285 (shall be enforced upon expiry of ten calendar days after its first official publication).

8. The lessor is obliged to:

1) fulfill in full all the conditions of this contract;

2) transfer the land plot to the sublessee according to the act of acceptance-transfer within 10 (ten) working days from the date of the state registration of this contract in the prescribed manner;

3) notify the sublessee of the change in the account number for the transfer of the payment for the use of the land plot in writing within ten days;

4) reimburse the sublessee for the costs associated with the inseparable improvements of the land plot;

5) in the event of termination of the contract of the SEZ participant unilaterally in accordance with the Law, withdraw the land plot in proper condition on the basis of the act of acceptance-transfer within 15 (fifteen) working days from the date of termination of the contract of the SEZ participant;

6) carry out other duties established by the laws of the Republic of Kazakhstan.

Footnote. Paragraph 8 as amended by order of the Act. Minister for Investments and Development of the RK dated December 31, 2015 No. 1285 (shall be enforced upon expiry of ten calendar days after its first official publication).

4. Term of the contract

9. This contract comes into force from the date of its conclusion by the Parties.

10. This contract is concluded for a period of _____ years, but not more than the period of creation and operation of the SEZ _____, as well as the validity of the contract No. __ dated _____ 20__ for temporary compensated use (lease) of land plots in private ownership, where the special economic zone is created.

11. Upon the expiration of this contract and on condition of fulfilling by the sublessee all of its obligations under this contract, the contract can be concluded for a new term on further agreed terms. The sublessee shall notify the lessor of the intention to conclude the contract for a new term not later than 1 (one) calendar month before the expiration of this contract. In this case, the sublessee has a preferential right to third parties to conclude the contract for a new term.

5. Payment for the use of the land plot

12. The amount of the payment for using the land plot is _____ per month/quarter, excluding VAT, in accordance with the calculation of the payment for using the land plot, which is an integral part of this contract.

13. The rent is established in tenge and is subject to payment by the sublessee by transferring to the lessor's bank account no later than ____ (_____) day of the paid month.

14. The amount of the payment for using the land plot hereunder can be changed by the written consent of the Parties.

6. Liability of the parties

15. For violation of the terms of this contract, the Parties shall be liable in accordance with the current laws of the Republic of Kazakhstan.

16. For violation of the procedure and term of the payment for using the land plot under this contract, the sublessee shall pay the lessor a penalty in the amount of _____ tenge.

17. Responsibility of the Parties for violation of obligations under this contract caused by force majeure is governed by the current laws of the Republic of Kazakhstan

18. If the lessor fails to fulfill or improperly fulfills the terms of this contract, the lessor shall reimburse all losses incurred by the sublessee.

7. Terms of modification, amendment, discharge and termination of this contract

19. Modification of the terms of this contract and its termination unilaterally before the expiration date, subject to the parties fulfilling their obligations under this contract shall not be allowed except in cases provided for in this contract.

20. All modifications and amendments to this contract are valid only on condition that they are in writing and signed by authorized representatives of the Parties.

21. The validity of this contract is terminated when:

- 1) the abolition of the SEZ;
- 2) the expiration of the contract No. __ dated _____ 20__ for temporary compensated use (lease) of land plots in private ownership, where the special economic zone is created;
- 3) the early termination of this contract in a judicial order;
- 4) the termination of the contract of the SEZ participant unilaterally in accordance with the Law.

Footnote. Paragraph 21 as amended by order of the Act. Minister for Investments and Development of the RK dated December 31, 2015 No. 1285 (shall be enforced upon expiry of ten calendar days after its first official publication).

8. Dispute Resolution Procedure

22. Disputes and disagreements arising in the performance of the obligations of this contract are resolved through negotiations between the Parties.

23. If it is impossible to resolve disputes through negotiations within 3 (three) months, the Parties submit them to the judicial authorities of the Republic of Kazakhstan for settlement.

24. The parties shall not be exempted from performance of the obligations established by the contract until complete settlement of the arisen disputes and disagreements.

9. Force Majeure

25. The party which fails to fulfill or improperly fulfills its obligations under this contract is financially liable if it does not prove that proper execution was impossible due to force majeure, in other words extraordinary and unavoidable conditions under the given circumstances (natural phenomena, military actions, etc.).

10. Final provisions

26. Legal relations of the Parties, not stipulated by this contract, are governed by the current laws of the Republic of Kazakhstan.

27. The sublessee does not have the right to transfer its rights and obligations under this contract of the land plot sublease to a third party, transfer the land plot to the secondary sublease, pledge, deposit it as a contribution to the share capital of the economic partnership or company or share in the production cooperative, and also grant it for free term use.

28. All annexes to this contract are its integral parts.

29. All changes and additions to this contract are valid only on condition that they are in writing and signed by authorized representatives of the Parties.

30. This contract is made in duplicate, having the same legal force, one of which is with the lessor, the second is with the sublessee.

Footnote. Paragraph 30 as amended by order of the Act. Minister for Investments and Development of the RK dated December 31, 2015 No. 1285 (shall be enforced upon expiry of ten calendar days after its first official publication).

31. This contract is signed _____ (day), _____ (month) of 20__ in the city _____ of the Republic of Kazakhstan by authorized representatives of the Parties.

32. Legal addresses and signatures of the Parties:

Sublessee

Name _____

Legal address _____

Settlement account _____

IIN _____

Bank _____

Phone/fax _____

LS _____

Signature _____

Lessor:

Name _____

Legal address _____

Settlement account _____

IIN _____

Bank _____

Phone/fax _____

LS _____

Signature _____