



On approval of the standard contract for temporary paid land use (lease) of the land plot of an agricultural purpose for conducting peasant or farming economy, agricultural production

Unofficial translation

Order № 41 of the Deputy Prime-Minister of the Republic of Kazakhstan - Minister of Agriculture of the Republic of Kazakhstan dated January 30, 2019. Registered in the Ministry of Justice of the Republic of Kazakhstan on February 6, 2019, № 18267.

Unofficial translation

Under sub-paragraph 2-4) of paragraph 1 of Article 14 of the Land Code of the Republic of Kazakhstan **I HEREBY ORDER:**

Footnote. The preamble - as reworded by Order No. 244 of the Acting Minister of Agriculture of the Republic of Kazakhstan dated 18.08.2021 (shall come into force ten calendar days after the date of its first official publication).

1. To approve the attached Standard contract for temporary paid land use (lease) of the land plot of an agricultural purpose for conducting peasant or farming economy, agricultural production.

2. The Committee for land resources management of the Ministry of Agriculture of the Republic of Kazakhstan in accordance with the procedure established by legislation shall ensure:

- 1) state registration of this order in the Ministry of Justice of the Republic of Kazakhstan;
- 2) within ten calendar days from the date of state registration of this order, sending it in the Kazakh and Russian languages to the Republican state enterprise on the right of economic management "Republican center for legal information" for official publication and inclusion in the Standard control bank of regulatory legal acts of the Republic of Kazakhstan;
- 3) within ten calendar days after the state registration of this order, sending its copy for official publication in periodicals;
- 4) placement of this order on the Internet resource of the Ministry of Agriculture of the Republic of Kazakhstan;
- 5) Submission of information on implementation of measures provided for in subparagraphs 2), 3) and 4) of this paragraph to the Department of legal service of the Ministry of Agriculture of the Republic of Kazakhstan within ten working days after the state registration of this order in the Ministry of Justice of the Republic of Kazakhstan,.

3. Control over execution of this order shall be assigned to the supervising Vice-Minister of Agriculture of the Republic of Kazakhstan.

4. This order shall be enforced upon expiry of ten calendar days after its first official publication.

Deputy Prime-Minister
of the Republic of Kazakhstan –
Minister of Agriculture
of the Republic of Kazakhstan

U. Shukeyev

Approved
by the order of the Deputy
Prime-Minister of the
Republic of Kazakhstan –
Minister of Agriculture
of the Republic of Kazakhstan
№ 41 dated January 30, 2019

Standard contract for temporary paid land use (lease) of the land plot of an agricultural purpose for conducting peasant or farming economy, agricultural production

Footnote. Standard contract - as amended by the Order of the Minister of Agriculture of the Republic of Kazakhstan dated 12.03.2021 No. 74 (effective after ten calendar days after the date of its first official publication); dated 18.08.2021 No. 244 (effective after ten calendar days after the date of its first official publication); dated May 31, 2023 No. 209 (shall be enforced upon the expiration of ten calendar days after the day of its first official publication).

Town (settlement, village) _____ No. _____ of “ _____ ” _____ 20__

We, the undersigned, _____, (the authority responsible for land relations) represented by _____, (surname, first name, patronymic (if any) of the head _____ or the authorised person) acting under _____ (regulations, name and details _____, a document certifying the person's authority)

hereinafter referred to as " the Landlord", as the party of the first part, and _____, (for non-state legal entities of the Republic of Kazakhstan without foreign participation _____ – name, for citizens of the Republic of Kazakhstan – surname, _____ first name, patronymic (if any), represented by _____, (for non-state legal entities of the Republic of Kazakhstan without foreign participation – _____ surname, first name, patronymic (if any) of the head or his/her authorised person)

acting under _____ (statutes (regulations), name and _____, details of the person's credentials)

hereinafter referred to as "Lessee", as the party of the second part, have entered into this Contract as follows:

Chapter 1. Subject of the Contract

1. The Lessor shall transfer (provide) to the Lessee on lease, for a fee for using the land plot, the land plot of agricultural purpose, that belongs to him on the rights of state ownership, on the basis of the resolution of the akimat dated "___" _____ №___ for a period of "___" years, up to "___" _____ year.

2. Location of the land plot and its data:

Cadastral number _____ (code). Area _____ hectare (hereinafter-ha), including: agricultural lands _____ perennial plantations _____ ha, haymakings _____ ha, pastures _____ ha, arable land _____ ha, including irrigated _____ ha, and others _____ ha).

Designated purpose: _____.

Restrictions on use and (or) encumbrances: _____

Divisibility or indivisibility: _____.

Chapter 2. Amount of payment for the use of land plots

3. The amount of payment for the use of the land plot in _____ year is (_____) tenge.

4. The amount of payment for the use of the land plot of an agricultural purpose for peasant or farming economy, agricultural production shall not be fixed and can be changed by the Lessor, in cases of changes in the terms of the Contract, as well as in accordance with the amendments and (or) additions to the legislative acts, regulating the procedure for calculating tax and other payments on land.

5. The fee for the use of the land plot shall be determined pursuant to the tax and land legislation of the Republic of Kazakhstan and shall be payable by the Lessee within the time limits established by the tax legislation of the Republic of Kazakhstan, and thereafter, annually under the tax and land legislation of the Republic of Kazakhstan, by transferring payments to the state revenue authority

_____,
(specify the name)

business identification number _____, individual identification code _____

_____, budget classification code

_____, payment purpose code _____, Beneficiary Code

_____, name of the beneficiary bank _____, bank identification code

_____.

Chapter 3. Rights and obligations of the parties

6. The Lessee shall have the right to:

1) independently manage the land, using it for purposes arising from the purpose of the land plot;

2) ownership of crops and plantings of agricultural and other crops and plantings, produced agricultural and other products obtained as a result of the use of the land, and income from its sale;

3) to receive full compensation for losses in the event of forced alienation of a land plot for state needs;

4) with the consent of the Lessor, carry out irrigation, drainage and other reclamation work, build ponds and other reservoirs in accordance with established construction, environmental, sanitary hygienic and other special requirements;

5) use in the prescribed manner, without the intention of subsequent transactions, for the needs of their farms, the common minerals, plantings, surface and underground waters available on the land plot or in the subsoil under their land plots, as well as for the exploitation of other useful properties of the land;

6) carry out haymaking to procure feed in cases where the productivity of pastures exceeds the need for feed of grazing farm animals, subject to the maximum permissible norms of load on the total area of pastures;

7) transfer the right to temporary paid long-term land use (lease) as a contribution to the authorized capital of a business partnership, in payment for shares of a joint-stock company or as a contribution to a production cooperative, as well as to alienate the right to land use on agricultural lands in the manner and on the conditions that are provided subparagraph 5-1) of part six of paragraph 1 of Article 33 of the Land Code of the Republic of Kazakhstan (hereinafter referred to as the Land Code).

7. The Lessee shall be obliged:

1) to use the land in accordance with its designated purpose and in the manner provided by this Contract;

2) when extending the term of the Contract, to apply to local executive body at the location of the land plot, with an appropriate application at least 1 (one) month before the expiration of this Contract;

3) if necessary, ensure the provision of easements in the manner prescribed by the Land Code;

4) upon changing of the address of the land user, to inform the Lessor about it within a month;

5) to carry out the measures for land protection, provided by Article 140 of the Land code;

6) to timely submit information about the state and use of lands to state bodies, established by the land legislation of the Republic of Kazakhstan;

7) not to violate the rights of other owners and land users;

- 8) to provide access to land plots for carrying out of agrochemical inspection of soils;
 - 9) not to allow violations of the land legislation of the Republic of Kazakhstan.
8. The Lessor shall have the right to:
- 1) carry out control over implementation of the terms of this Contract;
 - 2) carry out control over the use of the land plot for its designated purpose;
 - 3) assess the state of the land plot upon expiration of the validity period of the Contract according to the passport of land plots of an agricultural purpose and accept it according to the act of acceptance and transfer;
 - 4) not to conclude a Contract for a land plot for a new period, if the Lessee did not fulfill his/her obligations under the Contract;
 - 5) make changes to the Contract regarding the amount of payment for the use of the land plot, in cases provided for in paragraph 4 of this Contract;
 - 6) in cases where a land plot intended for running a peasant or farm enterprise or agricultural production is not used for its intended purpose within one year from the date of initial identification of the fact of non-use, then such land plot is forcibly withdrawn in the manner prescribed by Article 94 of the Land Code;
 - 7) reserve a land plot in accordance with the procedure established by legislation.
9. The Lessor shall be obliged to:
- 1) transfer (provide) the land plot to the Lessee in the state corresponding to the terms of the Contract;
 - 2) compensate the Lessee for losses, as well as provide another land plot at his/her request in case of forcibly withdrawal of the land plot for state needs;
 - 3) compensate the full amount of losses to the Lessee in case of early termination of the Contract on his/her own initiative;
 - 4) notify the Lessee of all existing encumbrances and restrictions on the rights to the land plot;
 - 5) coordinate the Lessee's implementation of irrigation, drainage and other reclamation works, and construction of ponds and other reservoirs within five working days from the date of the Lessee's application.

Chapter 4. Responsibility of parties

10. In case of failure to pay fees for the use of a land plot within the time limits specified in Article 564 of the Code of the Republic of Kazakhstan "On taxes and other obligatory payments to the budget" (Tax Code) (hereinafter referred to as the Tax Code), the Lessee shall pay a penalty. A penalty in accordance with subparagraph 2) of paragraph 2 of Article 117 of the Tax Code shall be accrued for each day of delay in fulfilling the tax obligation to pay a payment to the budget, starting from the day following the day of payment to the budget, including the day of payment, in the amount of 1.25- a multiple of the base rate of the National Bank of the Republic of Kazakhstan for each day of delay.

11. Payment of the penalty does not release the Lessee from fulfilling his/her obligations under this Contract.

12. The parties shall be responsible for non-fulfillment or improper fulfillment of the terms of the Contract in accordance with acting legislation of the Republic of Kazakhstan.

Chapter 5. Making changes and (or) additions, as well as the procedure for termination of the contract

13. This Contract may be terminated by mutual consent at any time.

14. All changes and additions made by agreement of the parties to the Contract must not contradict the provisions of the Contract, shall be drawn up in the form of an additional agreement, signed by authorized representatives of the parties and executed in accordance with the procedure established by legislation.

Chapter 6. Final provisions

15. Any disputes or claims that may arise under the Contract or related to its action shall be resolved through negotiations between the parties.

16. All disputes arising from the Contract that cannot be resolved through negotiations shall be considered in the court.

17. This Contract shall be enforced from the moment of conclusion, be subject to obligatory registration in the bodies of justice and is valid from " ___ " _____ 20__ to " ___ " _____ 20__ .

18. The Contract is made in two copies, one of which shall be transferred to the Lessee, the second one remains with the Lessor.

Addresses and details of the parties:

"Lessor"

"Lessee"

(signature, seal)

(signature, seal (if available))