



On approval of the Rules for organizing the activities of the housing and construction cooperative and payment of share contributions by Members of the housing and construction cooperative and the standard form of the agreement for participation in the housing and construction cooperative, as well as the standard charter of the housing and construction cooperative

Unofficial translation

Order of the Acting Minister of Industry and Infrastructure Development of the Republic of Kazakhstan dated April 3, 2020 No. 180. Registered with the Ministry of Justice of the Republic of Kazakhstan on April 9, 2020 № 20346

Unofficial translation

In accordance with Article 10-2, subparagraph 10-16, “On housing relations” of the Law of the Republic of Kazakhstan dated April 16, 1997, **I hereby ORDER:**

1. To approve:

1) the rules for organizing the activities of the housing and construction cooperative and payment of share contributions by Members of the housing and construction cooperative, in accordance with Annex 1 to this order;

2) a model form of an agreement of participation in a housing and construction cooperative, in accordance with Annex 2 to this order;

3) a model charter of a housing and construction cooperative, in accordance with Annex 3 to this order.

2. The Committee of construction and housing - communal services affairs of the Ministry of Industry and Infrastructural Development of the Republic of Kazakhstan shall, in accordance with the procedure established by the legislation shall:

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

2) place this order on the Internet resource of the Ministry of Industry and Infrastructural Development of the Republic of Kazakhstan.

3. Control over the execution of this order shall be entrusted to the supervising Vice-Minister of Industry and Infrastructural Development of the Republic of Kazakhstan.

4. This order shall enter into force upon expiry of ten calendar days after the day of its first official publication.

*Acting Minister
of Industry and Infrastructural
Development of the Republic of Kazakhstan*

*K. Uskenbayev
Annex 1 to the order*

Rules

for the organization of the activities of the housing and construction cooperative and payment of share contributions by

Members of the housing and construction cooperative and the standard form of the agreement for participation in the housing

and construction cooperative, as well as the standard charter of the housing and construction cooperative

Chapter 1. General provisions

1. These Rules for organization of the activities of the housing and construction cooperative and payment of share contributions by Members of the housing and construction cooperative and the standard form of the agreement of participation in the housing and construction cooperative, as well as the standard charter of the housing and construction cooperative (hereinafter referred to as the Rules) shall be developed in accordance with Article 10-2 subparagraph 10-16) of the Law of the Republic of Kazakhstan dated April 16, 1997 "On housing relations" (hereinafter referred to as the Law) and shall regulate relations related to the activities of the housing and construction cooperative, payment of share contributions by Members of the housing and construction cooperative.

2. The following basic concepts shall be used in the Rules:

1) a block of flats - a separate building with a single foundation on a single indivisible land plot, consisting of the common property of the condominium object, which shall be common shared property, and two or more flats, non-residential premises with independent exits to the land plot adjacent to the block of flats, or to other parts of the common property of the condominium object;

2) a flat - a separate dwelling, which is part of a block of flats, intended and used for permanent residence;

3) the housing and construction cooperative - a non-profit association of individuals for the purpose of building a block of flats and subsequent distribution among Members of the housing and construction cooperative of flats, non-residential premises, parking spaces in accordance with the amount of share contributions made, valid until the fulfillment of its obligations in accordance with the legislation of the Republic of Kazakhstan;

4) a share contribution - a contribution of a Member of a housing and construction cooperative in the amount of the cost of construction (financing of construction) of a flat, non-residential premises or parking space corresponding to the sum of costs invested by the housing and construction cooperative in the construction of a block of flats in proportion to the area of the flat, non-residential premises to the total area of all residential and non-residential premises of a block of flats, and shall include the cost of all expenditures for the construction of the flat, including the cost of services for organizing a project for the construction of a block of flats.

A share in a housing and construction cooperative shall be recognized as a flat or non-residential premises or a parking space transferred to a Member of a housing and construction cooperative in accordance with the agreement of participation in a housing and construction cooperative;

5) the entrance contribution shall be a contribution to cover the costs associated with the admission to the housing and construction cooperative of a Member of the housing and construction cooperative;

6) additional target contribution - the contribution of a Member of a housing and construction cooperative to cover the costs of a housing and construction cooperative for the maintenance of a block of flats and the surrounding area, its provision with heating, water and electricity, determined based on the actual area of the flat, non-residential premises, parking space and planned settlements of the housing and construction cooperative with the Developer, calculated based on the current tariffs for the period 6 (six) calendar months from the date of commissioning of the block of flats;

7) a certificate of payment of a share contribution - a document issued by a housing and construction cooperative after the full payment by a Member of a housing and construction cooperative of a share contribution and other established contributions, which shall be the basis for registering the property right of a Member of a housing and construction cooperative to a share;

8) a flat transfer act - act confirming the transfer of the share from the housing and construction cooperative to a Member of the housing and construction cooperative.

Chapter 2. Procedure for the formation of a housing and construction cooperative

3. The formation of a housing and construction cooperative shall begin with the holding of a constituent meeting of a housing and construction cooperative and shall end with state registration as a legal entity.

4. The Constituent meeting of the housing and construction cooperative shall:

1) make a decision on the creation of a housing and construction cooperative, its name and location;

2) determine the subject and objectives of the activity;

3) approve the charter of the housing and construction cooperative and the constituent agreement;

4) elect executive, control and other bodies;

5) determine the terms and persons responsible for state registration;

6) solve other issues related to the creation of a housing and construction cooperative.

Chapter 3. Powers of the housing and construction cooperative

5. The housing and construction cooperative shall operate on the basis of a charter developed in accordance with the standard charter of the housing and construction cooperative and adopted at the constituent meeting of the housing and construction cooperative.

6. The housing and construction cooperative carries out its activities in accordance with the statutory objectives and its main purpose.

7. The housing and construction cooperative shall:

- 1) engage in activities aimed exclusively at the construction of a block of flats;
- 2) appeal to the court the acts of state bodies or the actions (inactions) of their officials, acts of local self-government bodies violating the rights of the housing and construction cooperative;
- 3) exercise other rights of a legal entity necessary to achieve the goals stipulated by the charter of a housing and construction cooperative.

8. Housing and construction cooperative shall:

- 1) receive a land plot for the construction of a block of flats on it;
- 2) conclude an agreement for the construction of a block of flats with a construction organization;
- 3) participate in the commissioning of a block of flats residential building (residential complex) completed by construction.

Chapter 4. Housing and construction cooperative management bodies

9. The bodies of the housing and construction cooperative shall be:

- 1) the highest body - the general meeting;
- 2) executive body - management board (chairman);
- 3) control body - audit commission (auditor).

10. The charter of the housing and construction cooperative may provide for the creation of other bodies of the housing and construction cooperative.

Paragraph 1. Competence of the general meeting of the housing and construction cooperative

11. The General meeting shall be convened by the executive body of the housing and construction cooperative as necessary, at least on a quarterly basis.

12. The following matters shall relate to the exclusive competence of the General meeting :

- 1) introduction of amendments and additions to the charter of the housing and construction cooperative, including a change in the amount of the share contribution;
- 2) transfer of the rights and obligations of the Members of the housing and construction cooperative by proxy to third parties;
- 3) on the location and name of the housing and construction cooperative;

- 4) exclusion of Members of the housing and construction cooperative from the housing and construction cooperative;
- 5) approval of internal rules, procedure for their adoption and other documents regulating the internal activities of the housing and construction cooperative;
- 6) approval of annual financial reports, reports of the audit commission of the housing and construction cooperative;
- 7) making decisions on the reorganization and liquidation of the housing and construction cooperative;
- 8) election of the board (chairman) of the executive body of the housing and construction cooperative, the audit commission (Auditor) of the housing and construction cooperative and Members of the liquidation commission;
- 9) approval of the liquidation balance sheet.

13. The resolution at the general meeting shall be considered adopted by a majority vote of the participants in the general meeting, but not less than two thirds of the votes of the Members of the housing and construction cooperative.

Paragraph 2. Competence of the executive body of the housing and construction cooperative

14. The executive body of the housing and construction cooperative shall be accountable to the general meeting, which shall carry out the general management and management of the housing and construction cooperative.

15. Members of the executive body of the housing and construction cooperative shall be elected at a general meeting by a majority vote, but not less than two thirds of the vote for a term of one year. The Chairman shall be elected from among the Members of the Management Board for the entire term. Persons elected to the Management Board may be re-elected early on any basis and elected until the next general meeting.

16. The Executive Body of the housing and construction cooperative shall:

- 1) make decisions on convening general meetings;
- 2) approval of the agenda of the general meeting;
- 3) issue related to preparation and holding of the general meeting;
- 4) determine the amount of remuneration to the Members of the audit commission of the housing and construction cooperative and determine the amount of payment for the services of the auditor;
- 5) accept of contributions from Members of the housing and construction cooperative;
- 6) determine the purpose, size, sources of education and the procedure for using housing and construction cooperative funds;
- 7) organize accounting of housing and construction cooperative, preparation of reports;
- 8) solve all industrial and technical issues related to the achievement of the goals of creating a housing and construction cooperative.

17. The decision of the Executive Body of the housing and construction cooperative shall be adopted by a majority vote, but not less than two thirds of the votes present at the vote.

18. The executive body of the housing and construction cooperative shall act on behalf of the housing and construction cooperative, shall represent interests on its behalf and shall carry out transactions.

19. The Chairman of housing and construction cooperative without power of attorney shall :

- 1) act on behalf of a housing and construction cooperative;
- 2) sign on behalf of the Management Board financial and other documents of the housing and construction cooperative.

20. Members of the Management Board may not:

- 1) without the consent of the general meeting, conclude transactions with the housing and construction cooperative aimed at obtaining property benefits from it;
- 2) receive commissions, both on behalf of the housing and construction cooperative itself, and from third parties for transactions concluded by the housing and construction cooperative with third parties.

Paragraph 3. Activities of the audit commission of the housing and construction cooperative

21. The audit commission of the housing and construction cooperative shall conduct a financial audit of any section of the activities of the housing and construction cooperative. The audit commission shall give an opinion on the annual report of the Executive Body of the audit commission and on the annual estimate of income and expenses. Members of the Management Board and Members of their families or owners living in the same flat as a Member of the Management Board may not simultaneously be Members of the audit commission.

Chapter 5. Annual financial statements of the housing and construction cooperative

22. The annual financial statements of the housing and construction cooperative shall be subject to prior approval by the Executive Body of the housing and construction cooperative no later than thirty days before the date of the annual meeting of the Members of the housing and construction cooperative.

23. The reliability of the data contained in the annual financial statements of the housing and construction cooperative shall be confirmed by the Audit commission of the housing and construction cooperative.

24. The final approval of the annual financial statements of the housing and construction cooperative shall be carried out at the annual general meeting of Members of the housing and construction cooperative.

25. The financial year of the housing and construction cooperative shall coincide with the calendar year.

26. All types of settlements, payments and income related to the activities of the housing and construction cooperative, including calculations for current work, shall be carried out on behalf of the Executive Body of the housing and construction cooperative, acting on its behalf, by the banks servicing it.

Chapter 6. Procedure for joining a citizen in a housing and construction cooperative

27. A citizen wishing to become a Member of a housing and construction cooperative shall submit to the Executive Body of the housing and construction cooperative an application in writing for admission to a housing and construction cooperative. The application must contain the name, first name, patronymic (if it is indicated in the identity document), place of residence and data of the identity document.

28. The executive body of the housing and construction cooperative shall review the application within ten days and, when making a positive decision, draws up a protocol and concludes an agreement with a citizen on behalf of the housing and construction cooperative to participate in the housing and construction cooperative, registered by the local executive body.

Chapter 7.

Procedure for a Member of a housing and construction cooperative to make share, other contributions and receive a flat after commissioning a block of flats

29. Members of the housing and construction cooperative make share contributions only after the state registration of the housing and construction cooperative in accordance with these Rules.

30. The amount of share contributions shall be established in accordance with the share of a Member of a housing and construction cooperative determined by the ratio of the total area of the flat provided to him, non-residential premises to the total area of a block of flats.

31. The decision of the constituent meeting of the housing and construction cooperative shall determine the terms for making share contributions, which shall be established in the agreement of participation in the housing and construction cooperative.

32. The Member of the housing and construction cooperative also shall make an entrance contribution no later than 10 (ten) calendar days from the date of the decision of the Executive Body of the housing and construction cooperative to admit Members of the housing and construction cooperative.

The amount of the entrance contribution paid by a Member of the housing and construction cooperative shall not be subject to return, except in the case of termination of the agreement of participation in the housing and construction cooperative on the basis of the

refusal of the general meeting of the housing and construction cooperative to approve the decision of the Board of the housing and construction cooperative on admission to Membership in the housing and construction cooperative.

33. An additional special contribution shall be made by a Member of housing and construction cooperative from the moment the block of flats shall be put into operation until the Member of the housing and construction cooperative signs an act of acceptance and transfer of the house and receives a certificate of payment of a share contribution.

The specific amount of the additional contribution to be paid shall be determined by the decision of the Executive Body of the housing and construction cooperative, information about which shall be communicated by the housing and construction cooperative to a Member of the housing and construction cooperative.

34. Share and other contributions shall be made in accordance with the agreement of participation in the housing and construction cooperative.

35. The housing and construction cooperative shall provide guarantees that at the time of the conclusion of the agreement of participation in the housing and construction cooperative, the rights to a flat, as well as the flat itself, shall not be under arrest shall not be subject to bail

36. The housing and construction cooperative shall provide guarantees that, provided that the Member of the housing and construction cooperative properly shall fulfill the obligations to pay the share contribution and other financial obligations established by the agreement, no transactions shall be concluded during the period of the agreement of participation in the housing and construction cooperative, which may lead to the transfer of the rights to make the flat property to any third parties, except a Member of the housing and construction cooperative.

37. The completion of the construction of a block of flats shall be drawn up by the act of acceptance of the object for operation in accordance with the legislation of the Republic of Kazakhstan on architectural, town planning and construction activities.

38. After registration of the act of acceptance of the object for operation and registration of the ownership of the first owner of the flat, non-residential premises, the executive body of the housing and construction cooperative shall provide for the registration of the condominium object within a month.

39. After the registration of the condominium facility, the housing and construction cooperative shall terminate its activities, and its former Members who have acquired ownership of their flat, non-residential premises have all the rights and obligations established by the Law of the Republic of Kazakhstan "On housing relations" for owners of flats, non-residential premises of a block of flats.

40. The procedure for the liquidation of a housing and construction cooperative shall be carried out in accordance with the current legislation of the Republic of Kazakhstan.

Standard form of the agreement of participation in housing and construction cooperative

№ _____

" ___ " _____ 20 ____

Housing and construction cooperative " _____ " (bank details, address, certificate of state registration _____), represented by the Chairman of the Management Board of _____ (full name), acting on the basis of the Charter, hereinafter referred to as "HCC," on the one hand, and _____ (Name), citizen (s) of the Republic of Kazakhstan (date of birth _____ year, identity card No. _____, issued _____, date of issuance _____), hereinafter referred to as "HCC Member," on the other hand, hereinafter collectively referred to as "Parties" have entered into this agreement for participation in a housing and construction cooperative (hereinafter referred to as the Agreement) hereby as follows:

1. General provisions

1.1. A residential block of flats (hereinafter – the RBF) - the name of the residential complex _____ (if any), the location of the RBF, the construction period consisting of (one or several separate buildings), being built on a land plot: _____ region, _____ district, _____ (name of the settlement), land category: _____, permitted use: _____, total area: _____ sq.m., cadastral number: _____.

1.2. Construction of the RBF shall be carried out by HCC on the basis of the construction agreement signed with the Developer _____ dated _____ 20 ____.

1.3. The developer _____ (bank details, address, certificate of state registration _____), a legal entity having rights to a land plot for housing the RBF and carries out its construction in accordance with the legislation of the Republic of Kazakhstan and a building permit issued to the Developer.

1.4. Construction permit - construction permit No. _____ issued _____ 20 ____ (by whom).

1.5. Characteristics of the share shall be given in the paragraph 2.1. of the Agreement and in Annex 1 hereto.

1.6. The planned completion date for the construction of the RBF: approximately _____ 20 ____ . The deadline for the completion of the construction of the RBF shall be determined by the Developer on the basis of permits of state bodies, relevant documents and agreements regulating the construction of the RBF.

2. Subject of agreement

2.1. This agreement shall define the procedure for participation of the HCC Member in the construction of the RBF by payment of share and other established contributions in order

to receive after the completion of the construction of the RBF and the proper fulfillment by the Member of the RBF of its obligations in the ownership of the Pai

2.2. The location of the share in the RBF shall be indicated in Annex 2 hereto.

2.3. The address of the RBFs shall be determined after acceptance by the commission and its registration in accordance with the current legislation of the Republic of Kazakhstan. The building number of the flat shall be indicative and can be changed at the end of construction. The exact numbering of flats will be determined after putting the RBF into operation and state registration with the authorized body in accordance with the current legislation of the Republic of Kazakhstan.

2.4. The results of the technical inventory shall be final and be recorded in the technical passport for a flat, non-residential premises, parking space. At the same time, the duties of paying for the costs associated with the production of a general technical passport for the entire house shall be assigned to the HCC, and the costs of producing a technical passport for a flat, non-residential premises or a parking place for its re-registration and registration of ownership rights shall be assigned to the Member of the HCC.

2.5. The Parties hereby shall confirm and agree that due to the inevitable construction error and permissible deviations of the actual location of walls and partitions from their axial lines according to the project, the actual area of the flat, non-residential premises, parking space may differ from the design area of the flat, non-residential premises, parking space, and this shall not be considered a violation of the terms of this Agreement.

2.6. Clarification of the actual area of the flat, non-residential premises, parking space shall be carried out on the basis of the results of measurements (primary inventory) made by the authorized person after the completion of the construction of the RBF. The Parties shall acknowledge that the deviation of the actual area of the flat, non-residential premises, parking space from the design area within ____ percent of the design area of the flat, non-residential premises, parking space shall not be a violation of the Agreement and shall not be recognized as a significant change in the size of the flat, non-residential premises, parking space.

2.7. In this case, the amount of the share contribution shall be recalculated according to the rules specified in section 3 of the Agreement.

2.8. The purchase by the HCC Member of ownership of a share shall be due to its Membership in a non-profit organization – the HCC, and payment of share and other contributions established by this Agreement.

HCC shall operate in accordance with the Civil Code of the Republic of Kazakhstan, the Law of the Republic of Kazakhstan "On housing relations," the Charter of the HCC, with which the Member of the HCC has been familiarized during admission to the HCC.

2.9. The right to own a share shall be acquired by the Member of the HCC upon commissioning of the RBF, transfer of the share of the HCC to the Member of the HCC under the act of acceptance and transfer, issuance to the Member of the HCC of a certificate of full

payment of a share contribution, provided that they fully paid the amount of the share contribution established in paragraph 3.1. The Agreement (taking into account the recalculation of its size based on the results of determining the actual area of the flat, non-residential premises, parking space), payment of the entrance contribution, additional target contribution specified in paragraphs 3.4. and 3.5. the Agreement, and performance of other financial obligations under the Agreement.

2.10. The HCC shall confirm that at the time of conclusion of this Agreement, the rights to Share, as well as the flat itself, a non-residential premise or a parking space, shall not be under arrest and are not subject to bail. The HCC shall guarantee that, provided that the HCC Member properly shall fulfill its obligations to pay the share contribution and other financial obligations established by the Agreement, no transactions will be concluded during the period of validity of this HCC Agreement that may result in the transfer of rights to execute the Share to any third parties other than the HCC Member.

2.11. The ownership of the Share upon completion of the construction of the RBF before its transfer to the HCC Member, belongs to HCC on the basis of the construction agreement concluded with the Developer and an additional agreement to it.

2.12. The Share shall be transferred by the HCC Developer within 3 (three) calendar months from the date of RBF commissioning. Within 1 (one) month from the date of receipt of the Share from the Developer, the HCC shall send to the Member of the HCC a notice of readiness to transfer the Share under the act of reception and transfer, specifying the term for such transfer, which may not be more than 1 (one) month.

2.13. The charge shall be transmitted by the HCC to the HCC Member according to the act of reception-transfer if the following conditions are mandatory in the aggregate:

The entry contribution specified in paragraph 3.4 of the Agreement shall be paid by the HCC Member

the additional target contribution referred to in paragraph 3.5 shall of the Agreement shall be paid in full by a Member of the HCC and relevant payment documents shall be submitted to the HCC;

as of the date of the actual transfer of the Share under the act of acceptance and transfer, the HCC Member has no indebtedness to pay the amount of the share contribution set out in paragraph 3.1. of the Agreement, in accordance with the Schedule for payment of the share contribution in accordance with Annex 3 hereto (hereinafter referred to as the Schedule) taking into account recalculation of the share contribution based on the results of determining the actual area of the flat, non-residential premises or parking space based on the results of measurements made by the authorized person after the completion of the construction of the RBF, as specified in paragraphs 2.6., 2.7. and 2.9 of the Agreement;

- other financial obligations under the Agreement have been fulfilled by a Member of the HCC, including all penalties (fines) accrued to him for improper performance of obligations under the Agreement (if any). If a Member of the HCC evades receiving the Share and signs

the act of acceptance and transfer, the HCC shall have the right to sign such act unilaterally. Failure by a Member to comply with the mandatory conditions for signing the Acceptance Certificate specified in this paragraph shall be recognized by the Parties as avoiding the Member from signing the Acceptance Certificate.

3. The amount of contributions and procedure for their payment

3.1. The amount of the share contribution of the Member of the HCC shall be KZT _____, The amount of the share contribution shall be determined based on the calculation of KZT _____ per one square meter of the design area of the flat, non-residential premise or parking space.

3.2. Payment of the set amount of the share contribution in full shall be a prerequisite for the transfer of the Share to the Member of the HCC under the act of acceptance and transfer and for issuing to him a Certificate of payment of the share contribution. Arrears in payment of share contributions for the period before the date of transfer of the payment under the Acceptance and Transfer Certificate may be paid by the Member of the HCC no later than the date of signing of the Acceptance and Transfer Certificate with submission of the corresponding payment document to the HCC.

3.3. Clarification of the level of the share contribution specified in paragraph 3.1. of the Agreement shall be executed by the Parties upon clarification of the actual area of the flat, non-residential premises, parking space on the basis of the results of measurements (primary inventory) made by the authorized person after completion of the construction of the RBF.

If the actual area of the flat, non-residential premises or parking space is more than the design area, the HCC Member shall be obliged to pay the HCC the corresponding amount of the increase in the share contribution, and if it turns out to be less than the design area, the HCC shall be obliged to return the corresponding amount of the decrease in the share contribution to the HCC Member.

The Parties shall perform these actions within 2 (two) weeks from the date of conclusion of the supplementary agreement to the Agreement.

3.4. The size of the entrance contribution of the HCC Member shall be KZT _____.

The amount of the entrance contribution paid by the HCC Member shall not be returned, except in the event of termination of this Agreement on the basis of the refusal of the general meeting of the HCC to approve the decision of the HCC Board on admission to the HCC Members.

3.5. The amount of additional target contribution of the HCC Member shall be KZT _____.

The specific amount of the additional target contribution to be paid shall be determined by the decision of the Board of the HCC, information about which shall be communicated to the HCC Member.

3.6. Deadlines of contributions:

1) A Member of the HCC shall make an entry contribution not later than 10 (ten) calendar days from the date of the decision of the HCC Executive Body on admission to the HCC Members;

2) The share contribution shall be paid in the amount and within the terms set by the Schedule;

3) An additional target contribution shall be made by the Member of the HCC from the moment of putting the RBF into operation until the signing by the Member of the HCC of the act of acceptance and transfer of the Share and receipt of the Certificate of payment of the contribution.

3.7. Payment of all contributions shall be made by the Member of the HCC in a cashless manner by way of deposit of funds into the settlement account of HCC specified in this Agreement.

The date of payment of contributions by the HCC Member shall be the date of crediting funds to the HCC settlement account.

Payment of contributions (or parts thereof) established by this Agreement may be made for a Member of the HCC by third parties. At the same time, such third parties shall not acquire any rights and obligations of the HCC Member under this Agreement.

4. Rights and obligations of the parties

4.1 HCC Members have the right to:

- 1) voluntarily withdraw from the HCC in the prescribed manner;
- 2) participate in the activities of the HCC, elect and be elected to the governing bodies of the HCC, make proposals to improve the activities of the HCC, eliminate shortcomings in the work of its governing bodies.
- 3) to receive information about their activities from the HCC management bodies, including familiarizing themselves with financial statements and other documentation in the manner determined by the Charter of the HCC;
- 4) to appeal to the court the decisions of the management bodies of the HCC affecting their interests.
- 5) receive a share on the basis of the transfer certificate after commissioning of the built RBF;
- 6) receive in case of liquidation of HCC before the construction of the house the price of the Share.

4.2. A Member of the HCC shall be obliged to:

- 1) comply with the Charter of the HCC;
- 2) implement the decisions of the general meeting of the HCC;
- 3) fulfill the obligations to the HCC to participate in its activities, defined by the Charter of the HCC;
- 4) make share contributions in accordance with the Agreement.

4.3. HCC has the right to:

- 1) obtain a land plot for the construction of the RBF on it;
- 2) conclude an agreement for the construction of the RBF with a construction organization;
- 3) participate in the commissioning of the completed RBF.

4.4. HCC shall be obliged to:

- 1) carry out activities to finance the construction of the RBF, in accordance with the current legislation of the Republic of Kazakhstan;
- 2) to spend money made by the Member of the HCC as an introductory, share, target and other contributions, in accordance with the terms and purposes of the Agreement and the HCC;
- 3) upon receipt of the RBF from the Developer, notify the HCC Member of the possibility of transferring the Share under the act of receiving and transmitting;
- 4) to transfer to the HCC Member the Share under the acceptance and transfer act, provided that the HCC Member properly shall fulfill its financial obligations under the Agreement (including full payment of the penalty for improper performance of the obligations of the HCC Member (if any) and all financial obligations arising out of or related to the Agreement);
- 5) issue to the Member of the HCC the Certificate on payment of the share contribution within 10 (ten) working days after proper fulfillment by the Member of the HCC of all obligations stipulated by this Agreement (including signing of the certificate of acceptance and transfer, and appeal to the HCC with the corresponding request for issuance of the Certificate);
- 6) in case of proper fulfillment by the Member of the HCC of its obligations and full payment of the established contributions, to prepare for transfer to the state registration body the HCC documents necessary for registration with the Member of the HCC of ownership of the Share;
- 7) return in accordance with paragraph 3.3. of the Agreement to the HCC Member shall be excessively paid a share contribution based on the cost per square meter specified in paragraph 3.1. of the Agreement, if, according to the results of the relevant measurements, the actual area of the flat, non-residential premises, parking space shall deviate downward from the design area of the flat, non-residential premises, parking space;
- 8) in case of termination of the Agreement (unilateral refusal to perform it), to pay to the HCC Member the money to be returned in accordance with section 3 of the Agreement and the Charter of the HCC;
- 9) implement other obligations stipulated by the agreement of the parties.

5. Liability of the parties

5.1. In case of default, improper performance of obligations stipulated by subparagraph 4) of paragraph 4.2. the HCC Member shall pay a penalty in the amount of _____ the unpaid amount for each day of delay.

5.2. Any penalty shall be paid by the HCC Member at the expense of its own funds. In case of HCC accrual, the liquidated damages paid by the HCC Member shall be repaid first of all by the liquidated damages and in the remaining part by the assessed contributions. The amount of any penalty may be withheld by HCC from the amounts paid by the HCC Member, including upon termination of the Agreement.

5.3. For a delay of more than 30 (thirty) working days of fulfillment of the HCC obligations stipulated by subparagraphs 4) and 5) of the paragraph 4.4. of the Agreement, the HCC shall pay to the HCC Member penalties in the amount of _____, from the amount of the share contribution for each day of delay.

5.4. In case of delay of more than 30 (thirty) working days of fulfillment of obligations stipulated by subparagraphs 6) and 8) of the paragraph 4.4. of the Agreement, the HCC shall pay to the HCC Member penalties in the amount of _____ form the amount of overdue payment for each day of delay.

6. Term of this agreement and procedure of its termination

6.1. The Agreement shall enter into force from the moment of its signing (but not earlier than the entry into Membership of the HCC and payment of the entry contribution) and shall be valid until the Parties fulfill all obligations under the Agreement, or until its termination.

6.2. The Agreement may be terminated by share agreement of the Parties.

6.3. HCC shall have the right to refuse to execute the agreement unilaterally out of court (terminate the agreement) in connection with the following actions (inaction) of the HCC Member:

1) violation of the terms of performance of financial obligations specified in Section 3 of the Agreement (including non-payment of a penalty for improper performance of obligations of a Member of the HCC - if it is present and accrued by the HCC, not compensation of the HCC for losses caused by failure of a Member of the HCC to fulfill its obligations);

2) termination of Membership of a Member of the HCC in the HCC as a result of his exclusion from the Members of the HCC, or in connection with voluntary withdrawal from the HCC, with the exception of the Member of the HCC from the HCC in connection with the assignment of the payment, or in connection with the circumstances provided for in Chapter 9 of the Agreement;

3) causing by its actions (inactions) damage to the property of HCC, its activities and business reputation, impeding the activities of HCC or the Developer.

6.4. In case of termination of Membership of the HCC Member in the HCC and termination of the Agreement (unilateral refusal to perform it) on the grounds established by paragraph 6.3. of the Agreement, HCC shall pay to the Member of HCC the money deposited

by him as a share with deduction of 10% (ten percent) of the size of a share of the HCC paid by the Member for date of emergence of the basis for return of money and also with deduction of a penalty for inadequate performance of obligations by the Member of HCC (at her existence), losses of the HCC caused by non-execution by the Member of HCC of the obligations. The withholding of the said 10% (ten percent) of the amount of the share contribution paid by the HCC Member shall be due to the expenses of the HCC on the return of funds previously paid to the Developer to invest in the construction of a flat, non-residential premises, parking space, which the HCC shall bear in accordance with the terms of the construction agreement concluded with the Developer.

6.5. In case of termination of HCC Member's Membership in HCC, this Agreement shall be deemed terminated from the moment of approval of the Board's decision to withdraw from HCC Member by the decision of the general meeting of HCC.

6.6. Payment of funds to the HCC Member in cases stipulated by paragraph 6.3. and in accordance with paragraph 6.4. The Agreement shall be made within two months from the date of the relevant decision by the general meeting of the HCC:

1) in case of withdrawal of the HCC Member from the HCC and termination of the Agreement by the HCC Member due to impossibility of obtaining a flat, non-residential premises, parking space in ownership caused by irreparable obstacles in putting the RBF into operation and obtaining the HCC flat, the non-residential premises, parking space from the Developer, and subject to proper performance by the Member of the HCC of its obligations under the Agreement, the HCC shall pay to the HCC Member all funds made by it, except for the entrance contribution, within ten (10) working days from the date of termination of the Agreement;

2) the return of funds shall be recognized by the Parties as full compensation for losses of the Member of the HCC and the latter shall not be entitled to make any financial and/or other claims against the HCC in connection with the execution or termination of the Agreement;

3) if, at the time of termination of the Agreement, the Member of the HCC and/or Members of his/her family, the persons authorized by him/her, regardless of absence or availability of legal grounds, have settled, performed work on decoration of the flat, non-residential premises (in whole or in part), they shall be obliged to immediately move from the flat, non-residential premises (evict from it together with property and other persons (in case of their actual settlement in the flat), as well as pay HCC expenses, losses caused by this improper fulfillment of its obligations, including the movement from the flat;

4) the cost of the completed work on the decoration of the flat, non-residential premises, its repair, the cost of the made inseparable improvements to the flat, non-residential premises during eviction is not subject to compensation.

7. Notifications and Notices

7.1. A Member of the HCC shall be obliged to notify the HCC of changes in details, including changes in address, telephone number for notifications and messages within 10 (ten) working days from the date of such changes.

The risk of adverse consequences from untimely notification of the HCC about the change of its details shall be borne by the Member of the HCC.

7.2. A Member of the HCC shall send notices to the HCC at the address for correspondence in writing.

7.3. The date of receipt of the notification shall be the date indicated by the postal service on the stamp/notification of delivery of correspondence to the HCC, or the date of the incoming number of correspondence when it is delivered through the HCC representative.

7.4. The HCC shall notify the HCC Members by telephone or issue a notice to the addressee or his representative/family Member, or send by mail (valuable or registered letter) to the address for correspondence specified in Section 10 of this Agreement.

7.5. The date of receipt of the notification shall be the date of dispatch indicated by the postal service on the stamp/notice or the date set on the copy of the notification by the Member of the HCC, a Member of his family or a representative.

7.6. Information of a general nature and necessary for all Members of the HCC can be posted on the Internet resource of the HCC (if any). The information posted on the specified Internet resource shall be equivalent to an official notification.

7.7. In case of non-receipt by the HCC Member of the notification sent to his address for correspondence (including due to untimely notification by the HCC Member of the new address for correspondence, evasion (refusal) of the HCC Member from receiving the corresponding notification), the date of proper notification of the HCC Member shall be considered the date of sending this correspondence to the HCC with the corresponding postal service mark.

8. Final provisions

8.1. In case of disputes and disagreements, the Parties shall take measures to resolve them in a pre-trial manner through negotiations.

8.2. When resolving disputes, the Parties shall be guided by the Charter of the HCC, the decisions of its bodies and the current legislation of the Republic of Kazakhstan.

8.3. A Member of the HCC hereby shall **confirm** that he exercises his civil rights by his will, in his interest, free to establish and define his rights and obligations to the HCC, may independently exercise his rights and perform his duties, is aware of the essence of the signed Agreement and the circumstances of its conclusion, familiarized with the documents and circumstances specified in this Agreement and shall confirm, that he has no circumstances forcing him to join the HCC and sign this Agreement on disadvantageous terms.

8.4. In the event that the Parties fail to reach the agreement, disputes and disagreements shall be adjudicated.

8.5. The terms of this Agreement shall be confidential, constitute trade secrets and cannot be distributed without the consent of the HCC on the "Internet", in the mass media, otherwise and cannot be transferred to any third parties, except in cases established by the current legislation.

8.6. This Agreement shall be made in three original copies having the same legal force, one - for the HCC, one - for the HCC Member, one - for registration with the local executive body.

8.7. All annexes and supplementary agreements hereto duly executed and signed by both parties shall be an integral part thereof.

8.8. The annexes to the Agreement shall be:

Annex 1 - Characteristics of the Share (flat, non-residential premises, parking space);

Annex 2 - Location of the flat, non-residential premises, parking space in the RBF (explication);

Annex 3 - Schedule of payment of the share contribution.

9. Force majeure circumstances

9.1. Force majeure shall mean an event not subject to the control of the HCC, a Member of the HCC, and shall make it impossible for the Parties to fulfill their obligations under this Agreement.

9.2. Force majeure circumstances shall include (but shall not be limited to) events such as: military operations, natural disasters, epidemic, quarantine.

9.3. The circumstances referred to in paragraph 9.1. of this Agreement, shall be authorized if they are duly confirmed by the relevant state bodies and other organizations.

9.4. Force majeure shall not include:

1) events caused by deliberate and careless actions of the HCC, a Member of the HCC;

2) events that the party faithfully fulfilling its obligations under this Agreement could foresee and overcome;

3) absence of money from the HCC Member or failure to pay;

4) Within 5 working days from the beginning of force majeure circumstances, the Party which encounters interference as a result of force majeure circumstances in the performance of its obligations under this Agreement shall notify the other Party in writing of the occurrence of force majeure circumstances.

9.5. Failure by a Party to perform its obligations under this Agreement shall not be considered as a breach or derogation from this Agreement if it is a consequence of force majeure, provided that the Party affected by force majeure has taken all necessary measures to eliminate such consequences.

9.6. Within three working days after the termination of force majeure, the affected Party shall notify the other Party in writing of the termination of force majeure circumstances and resume the implementation of its obligations under this Agreement. At the same time, the

term of performance of obligations under this Agreement shall be extended in proportion to the time of impact of force majeure circumstances.

10. Bank details of the parties

Annex 1 to the Model
agreement of participation in the
housing construction cooperative
dated April 3, 2020 № 180

Characteristics of the Share (flat, non-residential premises, parking space)

1. Notional number of the flat/non-residential premises _____
2. Housing _____
3. Section _____
4. Number of rooms _____
5. Floor _____
6. Coordinates of the flat/non-residential premises location in building axes _____
7. Characteristics of finishing of all rooms _____
8. The conditional number of the parking space _____

Technical specifications of the Share (flat, non-residential premises, parking space) in accordance with the Project documentation

1. Design area, sq. m _____
2. Living space, sq. m _____
3. Kitchen area, sq. m _____
4. The area of the balcony/loggia (with a decreasing coefficient of _____) sq. m

* The actual area of the premises of the Flat shall be clarified based on the results of measurements made by the authorized person after the completion of the construction of the RBF

The flat/non-residential space shall be transferred to the HCC Member without finishing in the following condition: Surface of walls and ceilings aligned with dry mixtures.

Annex 2 to the Model
agreement of participation in the
housing construction cooperative
dated April 3, 2020 № 180

Location of the flat, non-residential premises, parking space in the RBF (explication)

Annex 3 to the Model
agreement of participation in the
housing construction cooperative
dated April 3, 2020 № 180

payment Schedule of the share contribution

№	Amount of payment (KZT)	Due (number, month, year)	Date
		January " __ ", 20 ____.	
		February " __ ", 20 ____.	
		March " __ ", 20 ____.	
		

Annex 3 to the order

Model Charter of housing and construction cooperative

Chapter 1. General provisions

1.1. The present Charter of the housing and construction cooperative (further referred to as the HCC) located at the address: _____ (legal address) (further referred to as the Charter), it shall be developed according to the Civil Code of the Republic of Kazakhstan, Laws of the Republic of Kazakhstan "On housing relations", "On non-profit organizations" and shall be approved by the decision dated _____ 20 ____ (minute No. 1) of the constituent meeting of Members of the HCC located at the address: _____ (legal address).

1.2. HCC shall be a non-profit organization.

1.3. The founders of the HCC shall be: _____

1.4. The full name in the state language shall be " _____ тұрғын үй құрылыс кооперативі", the abbreviated name in the state language shall be " _____ " ТҚК.

The full name in Russian shall be "Жилищно-строительный кооператив _____", the abbreviated name in Russian shall be "ЖСК _____".

1.5. The legal address of HCC: Republic of Kazakhstan, postal code _____, address _____.

Chapter 2. Subject of HCC activity

2.1. The HCC shall operate in accordance with the Civil Code of the Republic of Kazakhstan, the Laws of the Republic of Kazakhstan "On non-profit organizations," "On housing relations," "On protection of consumer rights" and this Charter on the principles of equality of their participants, legality, accountability and transparency of activities.

2.2. HCC has been created for the construction of one block of flats, and the subsequent distribution among the Members of HCC of the Share (flat, non-residential premises, parking space) in accordance with the amount of share contributions made or due. After the completion of the construction of a block of flats, the HCC company shall terminate its activities in accordance with the legislation of the Republic of Kazakhstan.

2.3. HCC shall be a legal entity, and shall carry out its activities on the basis of the current legislation of the Republic of Kazakhstan and the Charter of the HCC.

2.4. The HCC shall acquire the right of a legal entity from the moment of its state registration in the manner prescribed by law, shall have its own seal, independent balance sheet, settlement and other accounts in banks, and shall operate on the basis of a complete settlement economy.

2.5. When changing its legal address, the HCC shall notify the body conducting its state registration and the body conducting the state registration of legal entities at the new location of the HCC to make the necessary changes to the state register of legal entities.

Chapter 3. HCC aims and objectives

3.1. The aim of creating a residential complex shall be the construction of a block of flats.

3.2. In order to achieve the aim set by the Members of the HCC, the following objectives shall be carried out:

- 1) organization of activities on designing a block of flats and coordination of the project with the authorized bodies;
- 2) construction works;
- 3) purchase, transportation of construction materials.

Chapter 4. Conditions, procedure for acquisition and termination of the HCC Membership

4.1. Citizens who shall have reached the age of eighteen shall be admitted to the HCC.

4.2. Citizens shall be admitted to the current HCC by decision of the Executive body of the HCC.

4.3. The application for admission to the HCC shall be considered within 10 days by the Executive body of the HCC.

4.4. If a positive decision is made, the executive body of the HCC shall draw up a minute and shall conclude an agreement with a citizen to participate in the HCC, registered by the local executive body.

4.5. The membership in the HCC shall be terminated in the following cases:

- 1) voluntary exit;
- 2) loss or alienation of the right to a share by sale, gift, disposal in another way;
- 3) exceptions by the decision of the general meeting of the HCC or the court;
- 4) death of a Member of the HCC, recognition as unknown or declaration of death in the manner determined by the legislation of the Republic of Kazakhstan;
- 5) liquidation of the HCC.

4.6. In the case of voluntary exit, a Member of the HCC independently implements or concedes a share belonging to him in the HCC.

4.7. A Member of the HCC may be expelled from the HCC by a decision of the general meeting in case of failure or inadequate performance of his duties provided for by this Charter

or the agreement of participation in the HCC, or the commission of actions detrimental to the HCC, as well as in court.

Chapter 5. Rights and obligations of HCC Members

5.1. Members of the HCC shall have the right to:

- 1) voluntarily withdraw from the HCC in the prescribed manner;
- 2) participate in the activities of the HCC, elect and be elected to the governing bodies of the HCC, make proposals to improve the activities of the HCC, eliminate shortcomings in the work of its governing bodies.
- 3) receive information about their activities from the HCC management bodies, including familiarizing themselves with financial statements and other documentation in the manner determined by the Charter of the HCC;
- 4) appeal to the court the decisions of the management bodies of the HCC affecting their interests.
- 5) receive a share on the basis of the transfer certificate after commissioning of the built block of flats;
- 6) receive in case of liquidation of the HCC before the construction of the house the price of the Share.

5.2. The rights of the family Members of the HCC shall be determined by the current legislation of the Republic of Kazakhstan:

- 1) the spouse of a Member of the HCC may be recognized the right to part of the accumulation, if payments to the accumulation were made during the period of conjugal life, unless otherwise agreed between them;
- 2) the right to accumulate can be recognized as the heir to the deceased Member of the HCC;
- 3) The family Members of the HCC, entitled to part of the share contribution, shall have the same rights and obligations in relation to the used premises as a Member of the HCC.

5.3. Members of the HCC shall be required to:

- 1) comply with these Charter;
- 2) implement the decisions of the general meeting of the HCC;
- 3) fulfill the obligations to the HCC to participate in its activities, defined by the Charter of the HCC;
- 4) make share contributions within the terms and in accordance with the procedure stipulated by the Charter and the agreement of participation in the HCC;
- 5) register ownership of flats, non-residential premises, parking space in the order defined for registration of real estate.

Chapter 6. Procedure for making share contributions by Members of the HCC

6.1. HCC Members form a property fund in accordance with this Charter in the amount of KZT_____.

6.2. The property fund shall be formed from share contributions of participants of the HCC, monetary loans and other financial assistance from legal entities based on a non-state form of property, citizens.

6.3. The HCC Members shall make share contributions with money no later than 15 calendar days after the state registration of the HCC. The share contribution of the Members who have joined the HCC after the formation of the property fund shall be paid no later than 15 calendar days after the adoption of the resolution of the general meeting specified in paragraph 4.4.

6.4. The HCC can also receive loans on a general basis.

6.5. The HCC participants shall cover the resulting losses within three months of the approval of the annual balance sheet by the way of an additional contribution.

6.6. Violation of the terms of making a share contribution or making an incomplete amount shall be the reason for exclusion from the Members of the HCC.

6.7. The HCC shall be responsible for its obligations with all property belonging to it.

Chapter 7. Procedure for registration of the HCC Members

7.1. The executive body of the HCC shall record the agreements of participation of the HCC registered by the local executive body.

7.2. The executive body of the HCC shall submit to the HCC Member an extract on registration of the agreement of participation in the HCC within three working days from the moment of receipt of the statement.

7.3. In order to deregister the agreement of participation in the HCC, the Executive body shall submit to the local executive bodies a certificate on the payment of a share contribution on the basis of the act of acceptance and transfer to a Member of the HCC.

Chapter 8. Procedure for creation, reorganization and liquidation of the HCC

8.1. The formation of the HCC shall begin with the holding of the constituent meeting of the HCC and shall end with state registration as a legal entity.

8.2. The constituent meeting of the housing and construction cooperative shall:

- 1) decide on the creation of the HCC, its name and location;
- 2) determine the subject and objectives of the activity;
- 3) approve the charter of the HCC and the constituent agreement;
- 4) elect executive, control and other bodies;
- 5) determine the terms and persons responsible for state registration;
- 6) solve other issues related to the creation of the HCC.

The decision of the constituent meeting of the HCC shall be made out by the minute. The minutes of the constituent meeting of the HCC shall be signed by the chairman and secretary.

8.3. The reorganization of the HCC (merger, accession, division, allocation, transformation) shall be carried out by decision of the general meeting of the HCC, or by decision of the judicial authorities in cases provided for by legislative acts of the Republic of Kazakhstan. The reorganization of the HCC shall entail the transfer of the rights and obligations of the HCC to its successors.

8.4. After registration of the act of acceptance of the object for operation and registration of the ownership of the first owner of the flat, non-residential premises, the executive body of the HCC shall provide for the registration of the condominium object within a month.

8.5. After the registration of the condominium facility, the HCC shall terminate its activities, and its former Members who have acquired ownership of their flat, non-residential premises shall have all the rights and obligations established by the Law of the Republic of Kazakhstan "On housing relations" for owners of the flats, non-residential premises of a block of flats.

8.6. The procedure for the liquidation of the HCC shall be carried out in accordance with the current legislation of the Republic of Kazakhstan.

8.7. The HCC may be liquidated by the decision of the general meeting of the HCC or by court decision in accordance with the legislation of the Republic of Kazakhstan.

8.8. The general meeting of the HCC, which decided on its liquidation, shall appoint a liquidation commission and shall establish the procedure and term for the liquidation of the HCC.

8.9. In case of liquidation of the HCC, the property remaining after satisfaction of creditors' claims shall be sent for the purposes specified in the constituent documents, if another procedure is not provided by the legislation.

8.10. The HCC shall terminate its activities after fulfilling all its obligations in accordance with the legislation of the Republic of Kazakhstan.

Chapter 9. Procedure for election of the HCC management bodies, the authorized term and their competence

9.1. The HCC management bodies shall be:

- 1) the highest body - the general meeting;
- 2) the executive body - management board (chairman);
- 3) the control body - audit commission (auditor).

9.2. The General meeting of the HCC shall be convened by the Executive body of the HCC as necessary, at least quarterly.

9.3. The General meeting of the HCC shall resolve the following issues:

- 1) introduce amendments and additions to the Charter of the HCC, including changes in the amount of the share contribution;

- 2) transfer of the rights and duties of the Members of the HCC by proxy to third parties;
- 3) on location and name of the HCC;
- 4) exclusion of the HCC Members from the HCC;
- 5) approval of the internal rules, procedure for their adoption and other documents regulating the internal activities of the HCC;
- 6) approval of the annual financial reports, reports of the audit commission of the HCC;
- 7) make decisions on the reorganization and liquidation of HCC;
- 8) election of the board (chairman) of the executive body, the audit commission (auditor), the Members of the liquidation commission;
- 9) approval of the liquidation balance sheet.

9.4. The decision at the general meeting of the HCC shall be considered adopted by a majority of votes of the participants in the general meeting of the HCC, but not less than two thirds of the votes of the Members of the HCC.

9.5. Members of the Executive body of the HCC shall be elected at the general meeting of the HCC by a majority of votes, but not less than two thirds of the votes of the Members of the HCC for a period of one year. The Chairman shall be elected from among the Members of the Management Board for the entire term. Persons elected to the Management Board may be re-elected ahead of the schedule on any basis and elected until the next general meeting of the HCC.

9.6. The executive body of the HCC shall report to the general meeting of the WCC, shall carry out the general management of the HCC and the conduct of its affairs, with the exception of issues assigned to the exclusive competence of the general meeting.

9.7. The Executive Body of the HCC shall:

- 1) make decisions on convening general meetings;
- 2) approve the agenda of the general meeting;
- 3) resolve issues related to preparation and holding of the general meeting;
- 4) determine the amount of remuneration to the Members of the audit commission of the HCC and the amount of payment for the services of the auditor;
- 5) accept the contributions from the Members of the HCC;
- 6) determine the purpose, size, sources of formation and the procedure for using the HCC funds;
- 7) organize the HCC accounting, preparation of reports;
- 8) solve all production and technical issues related to achievement of the HCC creation goals;
- 9) resolve other issues of the HCC activity, as well as issues referred to it by the decision of the general meeting.

9.8. The decision of the Management Board shall be taken by a majority vote, but not less than two thirds of the votes present.

9.9. The executive body of the HCC shall act on behalf of the HCC, shall represent interests on its behalf and shall carry out transactions.

9.10. The Chairman of the HCC without power of attorney shall:

1) act on behalf of the HCC;

2) sign on behalf of the Management Board the financial and other documents of the HCC

;

9.11. The Audit Commission of the HCC (auditor) shall be elected for a term of three years at the Constituent and subsequently at the General meeting of the HCC.

9.12. The HCC Audit Commission shall have the right to conduct a financial audit of any section of the HCC activity. The Audit Commission of the HCC shall give an opinion on the annual report of the Executive Body of the HCC and on the annual estimates of income and expenses. Members of the Management Board and Members of their families or owners living in the same flat as a Member of the Management Board may not simultaneously be Members of the audit commission.

Chapter 10. Procedure for introduction of amendments and additions to the Charter of the HCC

10.1. A proposal for introduction of amendments and additions to the Charter of the HCC shall be submitted to the general meeting of the Members of the HCC. The decision at the general meeting shall be considered adopted by a majority of votes, but not less than two thirds of the votes of the Members of the HCC.

10.2. All amendments and additions to the constituent document shall be drawn up in writing, signed by the authorized bodies, submitted to the relevant bodies of justice of the Republic of Kazakhstan for registration and shall be an integral part of this Charter.

Chapter 11. Dispute settlement

11.1. All disputes in the HCC cases shall be settled by the general meeting of the HCC or by judicial procedure in accordance with the current legislation of the Republic of Kazakhstan

Chapter 12. Final provisions

12.1. This Charter shall enter into force from the moment of its state registration with the judicial bodies of the Republic of Kazakhstan.