

တီအက်(ဖ)အမှတ် (၅)

တံဆိပ်ခေါင်းခွန် ပစ္စည်းချလန်
ငွေစာရင်းခေါင်းစဉ် တံဆိပ်ခေါင်းရုံးအမှတ်
ပြည်တွင်းအခွန်များဦးစီးဌာန
(မဟာနန်းမြို့နယ်)

သို့

မန်နေဂျာ

ငွေတိုက်ခွဲအရာရှိ

ဘဏ်နှင့်မြို့။

မြို့။

ကျောဘက်ပါစာရင်းအတိုင်းတံဆိပ်ခေါင်းအခွန်ငွေအတွက်

U BUDIDAJ (A) BUDIMAN

ကပေးသွင်းရန်ရှိသည့် ငွေပေါင်း(စာဖြင့်)

တစ်ဆယ့်ကိုးသိန်းကိုးဆောင်းနှစ်ထောင်ကျပ်တိတိ

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ကို လက်ခံပါမည့်အကြောင်း။

မြို့။

နေ့စွဲ။

16. JAN. 2020

ပေးသွင်းသူ၏တံဆိပ်ခေါင်းထက်ပေးသည့်
လက်မှတ် ပြည်သူ့ဝန်ဆောင်မှုလက်မှတ်

ATA ENTERED

အောင်ရှိဖြင့်

ဒုတိယဦးစီးမှူး

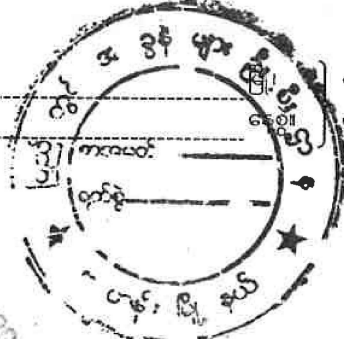
ပြည်တွင်းအခွန်များဦးစီးဌာန လက်ခံရရှိပါသည်။

မဟာနန်းမြို့နယ်

မြန်မာ့စီးပွားရေး ဘဏ်

ဘဏ်ခွဲ

လက်ခံရရှိကြောင်း



မြို့။

မန်နေဂျာ

ဘဏ်နှင့်မြို့။

နေ့စွဲ။

ငွေတိုက်ခွဲအရာရှိ

မြို့။

ကျောဘက်သို့ကြည့်ပါ

7 JAN 2020

အသေးစိတ်စာရင်း

တံဆိပ်ခေါင်း အမျိုးအစား	နှုန်း	အရေ အတွက်	သင့်ငွေ	
			ကျပ်	ပြား
စုစုပေါင်းပေးသွင်းငွေ			၁၉၉၂၀၀၀	

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LEASE CONTRACT

By and between the undersigned:

Name and Surname: U BUDIDAJ (A) BUDI MAN

ID Number

Date of Birth:

Place of residence:

Hereinafter referred as the "**LESSOR**" (which expression shall include his/her successor, legal representative and permitted assignees)

Italian Agency for Development and Cooperation (AICS) – Yangon Office – (which is the full-fledged Cooperation Section of the Embassy of Italy in Myanmar), Italian fiscal code n. 97871890584, represented by its Head of Office, Walter Zucconi

Hereinafter referred as the "**LESSEE**" (which expression shall include his/her successor, legal representative and permitted assignees)

Introduction:

Whereas the Lessor owns the premises located at No. (41/27) Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar,

Whereas the broker New Life Real Estate Service verified the real estate certificate and declared to the Lessee that the Lessor is the legal owner of the below mentioned lease premises,

Whereas the Lessor, through the broker New Life Real Estate Service, submitted to AICS Yangon the Premises Rental Quotation n. AICSY-IN-584 (A)-2019-11-20 on 20-11-2019,

Whereas the Lessee, after inspection of the afore mentioned premises and discussion with the Lessor, decided to accept the Quotation n. AICSY-IN-584 (A)-2019-11-20 and proposed to the Lessor to rent those premises,

Therefore:

It is hereby agreed between the Lessor and the Lessee that:

Article 1 – Contract and attachments

The above introduction and the attached documents shall be considered an integral part of this contract.

Article 2 – Object of the contract The Lessor, as the registered owner of the **premises located at No. (41/27) Inya Myaing, Shwe Taung Gone, Bahan Township, Yangon, Myanmar**, hereinafter referred as "the leased premises", hereby leases to the Lessee which agrees, in accordance with the conditions hereunder, the leased premises, to be used as AICS Office during the period of Agreement.

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The Lessor declares that it procured all needed approvals to sign the present Agreement and that there are no commitments or restrictions whatsoever relating to the premises and affecting its use.

The leased premises are structured as follow: 3 Story House (Land Area: 7500 sqft, Building Area: 5000 sqft, Floors Area: 2500 sqft) with 5 master bedrooms, 1 single room, 2 living rooms, 1 dining room, 1 store room, 1 kitchen, 1 external garage, 8 toilets (6 internal and 2 external), 2 terraces, 3 external store houses, 1 external security house, 1 internal parking area/garden.

The Inventory of equipment belonging to the lease premises is attached (**Annex 1**)

Article 3 – Effective date and Duration

The Parties fixe the lease duration to **four (4) years**, starting on the date of signature of the present contract, 16th of January 2020 (“Effective Date”), and ending automatically after the expiry of the four years term.

The lease contract shall be renewed for an additional term of four (4) years by parties prior written consent on the same conditions except for the rent that shall be agreed upon by the parties in writing afterwards, provided that the increase shall not exceed 10% (+) or (-) based on market review.

Article 4 – Delivery of the Lease Premises

The Lessor undertakes to deliver the leased premises to the Lessee on 16th of January 2020, clean and ready to occupation, with all deficiency repaired.

Before delivering the lease premises, the Lessor undertakes the obligation to duly check the correct functioning of the electrical and water system, to empty the septic tank, to clean all air conditioning equipment, to clean the water tank, to pay pending utilities bills.

Whether the presence of any fault will be detected after delivery the lease premises, the Lessee must notify those deficiencies in writing to the Lessor within thirty (30) days after signature of the present contract.

The Lessee agrees to undertake the initial internal white painting of the lease premises, for hygiene reasons.

The Lessee will assume the obligation to inform utilities providers to issue the utilities bills referred to the lease premise in its name.

The Lessee is entitled to install, at its own costs, the external security iron wire on the outer wall that could not be removed at the end of the present contract. The Lessee is allowed to install, at its own discretion, external removable security exit stairs and metal detectors.

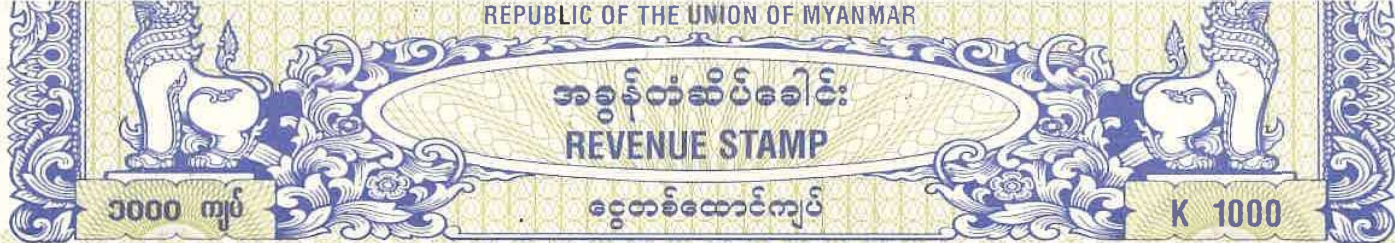
The Lessee is entitled to install at its own costs a power generator and to build a cement basement and a removable cover for it.

The Lessee is entitled to install at the premises entrance banners and flags. Whether authorization by the competent authorities must be provided to install the afore mentioned banners and flags, such obligation of permit request remains solely on Lessee liability and lessor shall not undertake any liability in this respect, present or future.

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The Lessee is entitled to do all works needed to guarantee the respect of security measures, but refrains from carrying out any significant modifications to the premises before getting Lessor's prior express written consent.

Article 5 – Rent and payment

The Lessor agrees to lease the leased premises to the Lessee for a monthly rent of **MMK 8.300.000,00 (eight millions and three hundred thousand Myanmar Kyat only)**.

Payments shall be done in Myanmar Kyats (MMK) only.

The payment for twelve (12) months, corresponding to MMK 99.600.000.00 (ninety-nine million and six hundred thousand Myanmar Kyat only) shall be paid in advance, in one lump-sum, within the 15th of January of each year of contract. The first 12 months' rent payment will be executed on the date of signature of the present contract.

Payments shall be done by bank transfer to the following Lessor MMK bank account:



The Contractor shall assume the obligations on financial flow traceability in accordance with Art. 3 of the Italian Law 13 august 2010, n. 136.

Article 6 – Use and access

The Lessor guarantees to the Lessee the exclusive use and occupancy of the premises for the whole duration of the present Agreement. The Lessor prevents any material or legal interference, resulting from the act of the Lessor or of any other party with a relation with the lease.

The usage of the premises is strictly restricted, by parties' consent, as an Office. The Lessee refrains from using the premises for any other purpose, without prior written consent of the Lessor.

The Lessee is entitled to use the equipment provided by the Lessor, listed in the Inventory (Annex 1).

The Lessee is entitled to bring equipment or additional furniture to the premises, to carry out decoration works and enter movables, but refrains from carrying out any significant modifications to the premises before getting Lessor's

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prior express written consent. Lessee is entitled to remove the movables it brought to the premises during its use except those which removal leads to the loss of premises.

It is prohibited for the Lessee in any case to put within the lease premises weights, machinery, equipment or equipment in the hack that may damage the durability of the building.

As per diplomatic clause, during the duration of the present contract, the access of the Lessor to the lease premises will be allowed only when authorized by the Lessee.

Article 7 - Liability

The Lessee shall be liable for his acts and works, and acts of its employees and any other person present in the premises, and therefore for all damages incurred in the premises as a result of any error, negligence or misuse by him or any other person.

The Lessee shall be solely responsible for all consequences of its occupancy which is the subject of the present contract. The Lessee discharged the Lessor and holds it harmless from and against any claim, lawsuit, requests whatsoever related to Lessee's activity and occupation of premises.

The Lessor discharged the Lessee and holds it harmless from and against any claim, lawsuit, requests whatsoever related to Lessor's activity and occupation of premises before and after the duration of the present contract.

Article 8 – Insurance and security service

The Lessor undertakes the obligation to subscribe and duly renew an insurance policy contract for the premises and the equipment belonging to the property against fire, loss, accidents, water, natural disasters, earthquake, war and internal disturbance during the period of the present lease contract.

The Lessor will deliver to the Lessee a copy of the valid insurance policy and its renewal, subject to the termination of the Agreement on Lessor's sole liability. In case of failure of the Lessor obligation to subscribe and/or renew a valid insurance policy for the lease premises, it is clear and understood by both parties that the Lessee will not be charged for damages due to fire or accidents that should be covered by such insurance policy.

The Lessee undertakes the obligation to subscribe and duly renew an insurance policy contract for the equipment and goods belonging to the Lessee against fire, loss and accidents during the period of the present lease contract.

The security service shall be undertaken under the Lessee costs and responsibility.

The Lessor authorizes the Lessee to put guard at the premises entrance.

Article 9 – Obligations of Lessee

The Lessee shall use the premises and associated equipment with care and shall maintain them in good conditions.

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The Lessee undertakes to carry out all ordinary maintenance repairs works needed to keep the premises in good conditions for the whole duration of the lease (e.g. electrical bulbs, fluorescent lights, regular cleaning of air conditioning equipment).

The Lessee shall take care of the premises and notify Lessor without delay of any works that require its interventions or supervision to carry out urgent repairs or when it discovers defaults or infringement of the Lessor's rights.

The Lessee should not sublet or sell or mortgage or give or sub-transfer the lease premises to any other third party within the lease period.

The Lessee shall timely pay the rent, according to terms and conditions settled by art. 5.

The Lessee undertakes to pay utilities (e.g. electricity, internet, water, telephone, municipal fees for rubbish disposal), cleaning, gardening and security service. Utilities will be paid in the name of the Lessee.

Article 10 - Obligations of Lessor

The Lessor undertakes to carry out all necessary extraordinary maintenance, repairs, renovations and whether necessary replacements arising from normal wear and tear or dilapidation or faults in construction. This includes, for example, walls, roof, drains, septic tank, cesspool, plumbing sanitary ware, etc. Necessary maintenance shall be notified by the Lessee within a reasonable period, to be done within 48 hours' maximum in emergency cases, or 7 days from notification, unless the defect is due to Lessee's negligence or error.

During the lease period, the Lessor agrees not to let anyone live in the building nor sublet the whole or part of the premises.

The Lessor shall bear all taxes imposed by law on the owner.

Article 11 – Early Termination

The party wishing to terminate the lease must give the other party sixty (60) days' notice to comply with the contract (i.e. to pay the rent, make repair, etc.), falling with the lease shall automatically terminate upon expiry of this period. Refund of balance of the rent paid in advance for the said tenure of rent must be executed within thirty (30) days counting from the day of termination of the Lease contract.

In case of destruction or damage of any part of the whole premises or become unusable as a result of fire, flood, explosion or Force Majeure, the Lessee is entitled to terminate the Lease Agreement by notifying the Lessor in writing thirty (30) days in advance, and Lessee shall be refunded by the Lessor for the part of the rent settled in advance within thirty (30) days counting from the day of termination of the Lease contract, unless damages are due to direct responsibility of the Lessee.

In case the Lessee refrains from settling the rent within thirty (30) days of due date, the lessor is entitled to directly recover the premises and terminate the agreement immediately, along with its right to claim all due rents.

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Article 12 – Restitution of the Lease Premises

At the expiry of the term or termination of the present Agreement pursuant to its provisions, the Lessee undertakes to deliver the premises in same conditions (reference **Annex 2** – Pictures of Premises delivered) taking into consideration the normal tear and wear, complete with all equipment and accessories, empty from any occupancy. A written Declaration of correct restitution of the lease premises will be signed by both parties on the day of termination of the Lease contract. A Handing over inventory will be attached to such Declaration.

The Lessee agrees to settle to the Lessor all reasonable expenses incurred as a result of a repair and maintenance undertaken by the Lessor on behalf of the Lessee for any damage occurred during the Lease term due to the premises occupants as established by the delivery and as settled and agreed in writing by both parties in the Declaration of restitution. Afterwards, a full discharge shall be signed between the parties.

Article 13 – Force Majeure

Neither party shall be considered to be in default or in breach of its obligations under the Contract if the performance of such obligations is prevented by any circumstances of force majeure which arise after the date when the Contract becomes effective.

The term Force Majeure, as used herein, covers any unforeseeable events, not within the control of either Party and which by the exercise of due diligence neither party is able to overcome such as acts of God, strikes, lock-outs or other industrial disturbances, acts of the public enemy, wars whether declared or not, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions.

A decision of the Italian Government/AICS to suspend the Cooperation activities with the Beneficiary Country is considered to be a case of force majeure when it implies suspension of funding the Contract.

Article 14 – Diplomatic clause

The Lessee will be entitled to terminate the present agreement, at any time, before the expiration of the initial term or any of the subsequent renewal periods, in case of breakup of diplomatic ties between Italy and the Republic of Union of Myanmar, or in the event that the lessee was forced to move its offices to any other Myanmar area for security reasons or in any other emergency event, forthwith by giving sixty (60) days' notice to the Lessor. In such case the Lessor shall pay back to the Lessee any amount of rent that the latter would have paid for the remaining rental period after the elapse of the said sixty (60) days' notice. The assessment of the event and/or considerations that justifies the move from the premises is entirely at the Lessee discretion.

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Signature 1
Signature 2

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Article 15 – Communications

The Lessor place chosen for communication is the place of residence established at the beginning of this contract. The Lessee place chosen for communication is the Lease premises. Any change of address of either party shall not be considered unless it has been notified in advance and in writing by the other party to its duly chosen address.

All requests and notice required herein shall be given or made in writing and delivered by hand or sent by registered letter with acknowledgment of delivery.

Each communication or action by the other party at the said address shall be considered lawful and effective against the party concerned.

Article 16 – Applicable Law and settlement of disputes

The Parties shall make every effort to settle amicably any dispute, even technical, that may arise regarding the interpretation or execution of this Contract, during the progress of the activities or after its termination.

Once a dispute has arisen, a Party shall notify the other Party of the dispute, stating its position on the dispute and any solution which it envisages, and requesting an amicable settlement. The other Party shall respond to this request for amicable settlement within 30 days, stating its position on the dispute.

In the absence of an amicable settlement, a Party may notify the other Party requesting a settlement through conciliation by a third person.

If the amicable settlement procedure and, if so requested, the conciliation procedure fails, each party may refer the dispute to either the decision of the Republic of Union of Myanmar jurisdiction or arbitration.

This doesn't mean, however, that the Lessee surrenders jurisdictional immunities and entitlements enjoyed by Diplomatic and Consular missions.

Article 17 – Final provisions

The Parties of this Contract declare to have read this Contract, including its Annexes, and that they agree with the same in all its parts and accept it fully.

The provisions of this Contract may be amended only by a formal Act signed by both Parties.

NA

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The present contact, issued in Yangon on 16th of January 2020, in three (3) original copies, to be duly registered by the broker to Myanmar competent authorities, each party receiving a certified broker.

In witness, whereof the Parties hereto have signed the Contract
Yangon, 16/01/2020

For Italian Agency for Development Cooperation
Yangon Office

U BUDIDAJ (A)BUDI MAN

Director



For the Broker (Witness)

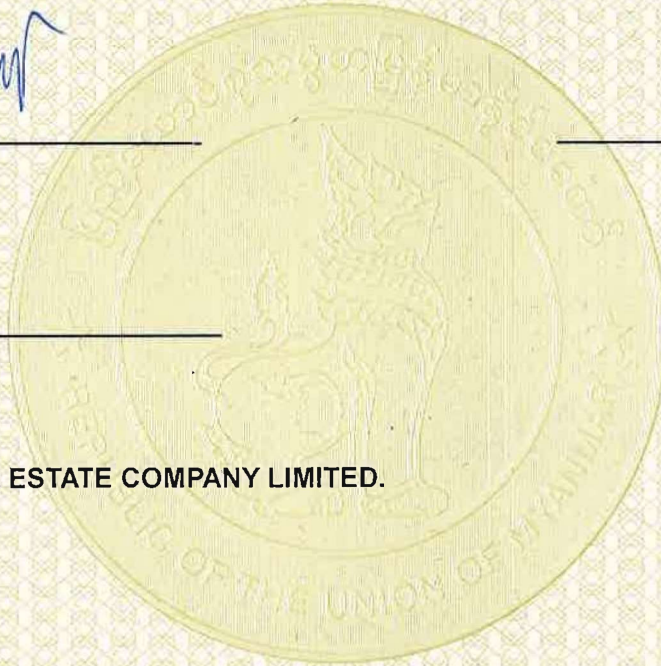


DAW SAW MYA THU

NEW LIFE MYANMAR REAL ESTATE COMPANY LIMITED.

Annexes:

- Annex 1 – Inventory
- Annex 2 – Pictures of the Lease premises
- Annex 3 – ID card/Diplomatic passport of signatories and witness



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Inventory

1. Office Rental Location	No. (41/27) Inya Myaing, Shwe Taung Gone Bahan Township, Yangon, Myanmar.
2. Measurement Of Building	3 story House- Land Area 7500 sqft Building area 5000 sqft Floors area 2500 sqft
3. No Of rooms	5 master bed rooms, 1 single room, 2 living room, 1 dining room, 1 store room, 1 kitchen , 1 external garage, 2 terraces, 8 toilets (6 internal and 2 external), 3 external store houses, 1 external security house, 1 internal parking area/ garden.
4. Equipment	11 Air cons (2 HP Stand – 2 pcs, 1.5 HP-6 pcs, .1 HP- 3pcs) 5 wardrobe Kitchen Cabinet 2 water tank

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