

<b>Residential lease agreement</b>	
No. date	city
<p>(Full name), hereinafter referred to as the "Lessor" (details), on the one hand, and (Full Name), hereinafter referred to as the "Lessee", hereinafter collectively referred to as the "Parties", have concluded this Residential Lease Agreement (Agreement) as follows:</p>	
<b>1. Subject and term of the Agreement</b>	
<p>1.1. The Lessor provides for a fee, and the Lessee takes temporary possession and use of residential premises (apartment/ private house/room) located at _____, № , with a total area of sq. m, on the floor ("Facility"). The Facility belongs to the Lessor on the basis of Contract of sale/ lease/exchange / equity participation in construction /certificate of inheritance, etc. (please underline as appropriate): the number issued (issuer, date of issue).</p> <p>1.2. This Agreement shall come into force upon signing by the Parties and shall be valid for " ___ " calendar months, that is, until " __ " year.</p>	
<b>2. Rights and obligations of the Parties</b>	
<p>2.1. The Lessee shall:</p> <p>2.1.1. Use the Facility in accordance with the terms of this Agreement only for living, not use the Facility as an office or for other commercial purposes;</p> <p>2.1.2. Accept the property of the premises from the Lessor according to property acceptance certificate in accordance with the annex to this Agreement;</p> <p>2.1.3. Keep the Facility in a technically sound, proper sanitary and appropriate fire-fighting condition;</p> <p>2.1.4. not make any alterations at the Facility, including the replacement of door locks without the written permission of the Lessor;</p> <p>2.1.5. Any repair of the Facility, transfer of utilities and communications should be carried out only with the written permission of the Lessor;</p> <p>2.1.6. Carry out repair /replacement (of identical quality) of accessories received under the property acceptance certificate if the damage is caused by the fault of the Lessee. In addition, a certificate of defects shall be drawn up in accordance with the annex to this agreement, which specifies the obligations of the parties;</p> <p>2.1.7. Inform the Lessor in writing (no later than one month in advance) about the upcoming vacation of the Facility both in connection with the expiration of the Agreement and in case of early vacation and hand over of the Facility according to the property return certificate in accordance with the annex to this Agreement to the Lessor (or his representative) in good technical, sanitary condition;</p> <p>2.1.8. To pay rent within the terms established by the Agreement;</p> <p>2.1.9. Observe fire safety measures at the Facility and public areas;</p> <p>2.1.10. not hinder the Lessor/its representatives to enter the Facility to monitor compliance with the terms of this Agreement and eliminate the identified violations within the established time frame;</p> <p>2.1.11. Immediately (upon detection) notify the Lessor, as well as the relevant technical services about accidents, all detected damages, malfunctions and other defects of engineering lines and other equipment;</p>	

2.1.12. Pay utility bills and maintenance services on time;  
2.1.13. Inform the Lessor about the presence of pets (list);  
2.1.14. Upon termination of the Agreement, the Lessee shall return the property to the Lessor in the condition in which the Lessee received it, taking into account normal wear and tear or in the condition stipulated by this Agreement.

2.2. The Lessor shall:

2.2.1. No later than \_\_\_ days from the date of signing this Agreement, provide the Lessee with the Facility suitable for living, meeting the necessary sanitary and technical requirements, according to the certificate of acceptance and transfer for temporary possession and use;

2.2.2. Pay existing debt on utilities and other services before signing the acceptance certificate;

2.2.3. In the presence of the Lessee, check the serviceability of engineering lines and other equipment, as well as familiarize the Lessee with the rules of its operation;

2.2.4. When transferring the Facility, sign the acceptance certificate and transfer it in a condition corresponding to the terms of this Agreement;

2.2.5. not interfere in any form with the permitted use of the Facility, both fully and partially, and also not to interfere in any form with the permitted use of the Facility, except in cases provided for by the current legislation of the Republic of Kazakhstan and this Agreement. The Lessor shall inform the Lessee about the visit of the Facility \_\_\_ calendar days in advance;

2.2.6. Immediately take all necessary measures to eliminate accidents of heating systems, water supply, electricity, roofing, which occurred not through the fault of the Lessee. In case of failure to take measures, the Lessor shall be liable in accordance with the current legislation;

2.2.7. If necessary, carry out major repairs of the Facility at its own expense. In case of involvement of a Lessee for such repairs, the Lessor undertakes to reimburse the Lessee the costs incurred in the manner and terms determined by the supplementary agreement;

2.2.8. Promptly inform the Lessee of any events concerning the subject matter of this Agreement that may significantly affect Lessee's interests;

2.2.9. Promptly inform the Lessee about all repair work carried out on the territory where the Facility is located;

2.2.10. Provide the Lessee with consulting, information and other assistance in order to use the Facility in the most efficient and competent way. Upon expiration of the validity period or in case of early termination of this Agreement in accordance with the conditions defined by this Agreement, accept the Facility and sign the acceptance certificate;

2.2.11. Timely and within a reasonable time carry out a preventive inspection of the Facility, its engineering lines and other equipment. At the same time, the visit time for a scheduled inspection of the Facility should be in the interval from \_\_\_ to \_\_\_ hours.

### **3. Payments and settlements under the Agreement**

3.1. The Lessee shall pay the rent to the Lessor in the amount of \_\_\_\_\_ (amount in words: \_\_\_\_\_) tenge per month. Payment is made before the \_\_\_ day monthly for the current/next month (please underline as appropriate);

3.2. Within \_\_\_ working days upon signing Facility acceptance certificate, the Lessee shall pay rent for the current month, as well as transfer an amount equal to the amount of rent for \_\_\_\_\_ month as a deposit (by agreement of the Parties) to the Lessor's account. In case of termination of this Agreement or failure to extend the Agreement for a new term, the specified insurance payment shall be considered a rent for the last month of the lease of the specified Facility. If the Lessee has already paid for the last month of accommodation, the amount of the insurance payment is subject to refund to the Lessee within 2 (two) calendar days from the date of transfer of the Facility to the Lessor under the acceptance certificate;

3.3. The amount of rent can be adjusted during the period of validity of the Agreement no more than \_\_\_\_\_ times a year. If the Lessor decides to change the rent, the Lessor shall notify the Lessee in writing 30 calendar days before the expected date of such change;

3.4. In case of late payment, the Lessee shall pay a penalty at a rate of \_\_\_\_\_ of the amount of the overdue rent payment.

#### **4. Force majeure**

4.1. The Parties shall not be liable for failure to perform obligation hereunder, in part or in full, if such failure is the result of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events, the occurrence of which the affected party could not have foreseen or prevented by reasonable methods. Force majeure circumstances include, but are not limited to; fires, natural disasters, wars, blockades, imposition of a state of emergency, the adoption of new laws and regulations by public authorities that will directly contradict the terms of this Agreement, etc.;

4.2. Upon the occurrence of the circumstances specified in clause 4.1, the affected party hereunder shall notify the other party in writing about such circumstances as soon as possible;

4.3. Force majeure circumstances do not include any events caused by intentional actions of any of the Parties;

4.4. If the above circumstances last for more than three months, then either Party to this Agreement has the right to terminate it unilaterally by officially notifying the other Party in writing, while neither Party has the right to demand from the other Party payment of a penalty and compensation for damages.

#### **5. Amendment and termination of the Agreement**

5.1. Amendments and additions to this Agreement shall be made by signing the supplementary agreement, which is an integral part of this Agreement;

5.2. This Agreement may be terminated by agreement of the parties;

5.3. The Lessor has the right to terminate the Agreement unilaterally ahead of time in cases when the Lessee violates or fails to fulfill the terms of this Agreement, and fails to eliminate violations within 30 days from the date of receipt of written notice of elimination of violations from the Lessor;

5.5. If the Lessor unreasonably terminates the Agreement ahead of time, then the Lessor shall pay the Lessee fine in the amount of a monthly rental payment/ amount of \_\_\_\_\_ tenge (please underline as appropriate (item at the discretion of the parties));

5.6. The Lessee who has duly fulfilled its obligations under the Agreement has a preferential right to conclude a new Lease Agreement for a residential facility on the terms negotiated by the Parties;

5.7. In order to extend this Agreement or conclude a new Agreement for the same period, the Lessee shall notify the Lessor in writing of its intention \_\_\_\_\_ calendar days before the end date of the Agreement. In the absence of such notification or in case of failure to reach agreement between the Parties on the terms of the new Agreement, this Agreement shall be deemed terminated on the date of expiry of its validity specified in this Agreement. In such case, the Lessee shall vacate the leased Facility and hand it over to the Lessor or Lessor's representative according to the acceptance certificate no later than the day specified in this Agreement as the last day of this Agreement.

## **6. The procedure for sending notifications**

6.1. All notifications regarding this Agreement, including those related to its modification or termination, must be made in writing. Any notification sent by one of the Parties to the other Party has legal effect only if it is sent to the address specified in the Agreement. The notification can be delivered in person or sent by registered mail and will be considered received:

6.1.1. upon delivery in person - on the date of delivery;

6.1.2. if sent by registered mail - on the date specified in the receipt confirming the delivery of the corresponding postal item by the communication organization;

6.2. The Parties have the right to exchange information and documents, conduct correspondence on issues related to the execution of this Agreement using online messengers, e-mail and telephone communication.

## **7. Miscellaneous**

7.1. Utility and maintenance payments are not included in the rental price. Utility and maintenance payments shall be paid by the Lessee separately in accordance with the invoices issued by the service providers;

7.2. The Lessee shall pay for the use of the telephone line and Internet access independently;

7.3. The Facility is leased out to the Lessee for living, and the Lessee shall not use the Facility for other purpose, including subletting (at the discretion of the Parties);

7.4. The Lessee's family members have equal rights to stay and use the Property during the term of this Agreement. The Lessee shall be liable to the Lessor, as well as third parties for all actions of the Lessee's family members who caused damage to the Facility or otherwise violated the rights and legitimate interests of third parties;

7.5. Temporary registration of the Lessee and Lessee's family members at the place of stay shall be carried out only with the written consent of the Lessor and in accordance with the procedure established by law;

7.6. The Lessee, along with the use of the Facility leased under this Agreement, has the right to use the common property of a residential building, mechanical, electrical, sanitary and other equipment;

7.7. Unless otherwise established by the Parties to this Agreement in the process of fulfilling its terms, the risk of accidental loss or accidental damage to the leased Facility during the term of the Agreement shall be borne by the Lessor;

7.8. Improvements to the Facility under this Agreement, carried out by the Lessee at Lessee's own expense, agreed with the Lessor, which can be separated without causing damage to the Facility and its further operation, shall be the property of the Lessee. By written agreement of the Parties, the Lessor may pay for or set off the Lessee's expenses for the improvement of the Facility during the lease period against rent payment, after which such improvements shall become the property of Lessor;

7.9. The Lessor has the right not to reimburse the Lessee for the costs of improving the Facility, if such improvements are inseparable without causing damage to the Facility and carried out by the Lessee without the written consent of the Lessor.

## **8. Final provisions**

8.1. For failure to fulfill or improper fulfillment of their obligations under this Agreement, the Parties shall be liable in accordance with current legislation of the Republic of Kazakhstan and this Agreement;

8.2. The Parties shall resolve all disputes and disagreements arising from this Agreement through negotiations, and in case of failure to resolve the dispute and disagreement through negotiations— in court at the location of the property;

8.3. In all other matters not provided for by this Agreement, the Parties shall be guided by the current legislation of the Republic of Kazakhstan;

8.4. All previous Agreements and arrangements between the Parties relating to the subject matter of this Agreement shall expire and be deemed terminated upon signing this Agreement;

8.5. This Agreement is made in \_\_\_\_ copies having equal legal force, one copy for each Party.

### 9. Addresses and details

The Lessor:	The Lessee:
/ _____ // _____ /	/ _____ // _____ /

*Appendix 2*

### Certificate of acceptance and transfer of property under residential lease agreement

1. Furniture items	Quantity	Condition
1.1.		
1.2.		
1.3.		
...		
2. Interior items		
2.1.		
2.2.		
2.3.		
...		
3. Plumbing equipment		
3.1.		
3.2.		
3.3.		
...		
4. Household appliances and electronics		
4.1.		
4.2.		
4.3.		
...		
5. Kitchen accessories		

5.1.			
5.2.			
5.3.			
...			
<b>6. Other household items</b>			
6.1.			
6.2.			
6.3.			
...			

*Appendix 3*

**Property return certificate under residential lease agreement**

" \_\_\_\_\_ " 20\_\_\_\_\_

Full name \_\_\_\_\_ (hereinafter - the Lessor) on the one hand and full name \_\_\_\_\_ ( hereinafter - the Lessee) on the other hand, being the Parties to the residential lease agreement dated \_\_\_\_\_ " \_\_\_\_\_ " 20\_\_\_\_\_ (the Agreement) have drawn up this property return certificate (Certificate) as follows.

1. The Lessee has transferred, and the Lessor has accepted, the leased Facility consisting of Premises and Accessories, including additional Accessories:

<b>1. Furniture items</b>	<b>Quantity</b>	<b>Condition</b>
1.1.		
1.2.		
1.3.		
...		
<b>2. Interior items</b>		
2.1.		
2.2.		
2.3.		
...		
<b>3. Plumbing equipment</b>		

3.1.			
3.2.			
3.3.			
...			
<b>4. Household appliances and electronics</b>			
4.1.			
4.2.			
4.3.			
...			
<b>5. Kitchen accessories</b>			
5.1.			
5.2.			
5.3.			
...			
<b>6. Other household items</b>			
6.1.			
6.2.			
6.3.			
...			

2. The Lessee returned to the Lessor the keys to the Premises in the amount of \_\_\_\_\_ pcs.

3. The Lessor hereby confirms that the leased Facility has been returned in proper condition, suitable for living and use for its intended purpose, without any visible or hidden defects or deficiencies/As of the Date of return of Premises and Accessories by the Lessee to the Lessor, the Parties recorded the detected defects that were absent on the Date of the transfer of the Premises and Accessories:

<b>№</b>	<b>Detected defect</b>	<b>Cost of elimination</b>
1.		
2.		
3.		
...		
<b>Total:</b>		

4. The Lessee shall pay the total amount specified in paragraph 3 of this Certificate within \_\_\_\_\_ days (day).

5. The certificate is drawn up in two copies: one copy for the Lessor, one copy for the Lessee.

### Signatures of the Parties

The Lessor:  / _____ // _____ /	The Lessee:  / _____ // _____ /
---------------------------------------	---------------------------------------

### Certificate of defects

" \_\_\_\_\_ " 20 \_\_\_\_\_

Full name \_\_\_\_\_ (hereinafter - the Lessor) on the one hand and full name \_\_\_\_\_ ( hereinafter - the Lessee) on the other hand, being the Parties to the residential lease agreement dated \_\_\_\_\_ " \_\_\_\_\_ " 20\_\_\_\_\_ (the Agreement) have drawn up this certificate of defects (Certificate) as follows.

1. The parties recorded the detected defect (breakdown of the accessory) resulting from \_\_\_\_\_.

№	Detected defect	Cost of elimination
1.		
2.		
3.		
...		
<b>Total:</b>		

2. The Lessee shall within \_\_\_\_ days (day) pay the total amount specified in this Certificate or to make a replacement (of identical quality)of the accessory/repair it in a specialized service center.

3. The certificate is drawn up in two copies: one copy for the Lessor, one copy for the Lessee.

### Signatures of the Parties

The Lessor:  / _____ // _____ /	The Lessee:  / _____ // _____ /
---------------------------------------	---------------------------------------