

# **A Compensation and Resettlement Agreement for Demolition and Overall Renovation in Xiancun**

Party A: Guangzhou Xiancun Industry Limited Corporation (hereinafter referred to as Xiancun Corporation)

Party B:

For the purposes of conducting the renovation of old districts as well as the demolition compensation and resettlement in Xiancun, and ensuring the smooth progress of construction projects, in accordance with *Opinions on consummating the policies about issues of 'transferring identities from farmers to city residents' and 'the renovation of villages inside cities'*, issued by Guangzhou Municipal People's government, and *'Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun'*, Party A guarantee to rebuild the houses and resettle the residents in the same location in Xiancun before demolition. By negotiating equally, legally and out of free will, Party A and Party B have concluded an agreement on demolition compensation and resettlement as follow, which both parties shall abide by and perform fully.

## **General provisions**

### **Article 1**

Residents, who sign *'Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun'* with Xiancun Corporation before 2010 ( ), can get an allowance of ¥10000 RMB and two-month temporary resettlement subsidies for each house.

### **Article 2**

All fees (including one-year resettlement subsidies, allowance, compensation for the over-built part and the balcony, subsidies for relocation twice) shall be calculated and paid after the owner, within 7 days of signing this agreement, empty the house and hand over the keys to Xiancun Corporation.

### **Article 3**

Xiancun Corporation is to, by installments, pay the temporary resettlement subsidies before the 10<sup>th</sup> of the first month quarterly (In case of holiday, the date shall be postponed.). The period for calculating the temporary resettlement subsidies is from the day when the owner, who sign this agreement, empty and hand over the house to Xiancun Corporation to when the residents move back and resettle.

### **Article 4**

The houses for move-backers to resettle are expected to hand over within 3.5

years of signing this agreement. The exact date of demolition and moving back is subject to the Party A's further publicity.

## Specific Provisions

### Article 1

Party B agree that Party A will dismantle B's house locating in ( ), of which property rights certificate number is ( ). The house has a ( ) structure and overall construction area of ( ) square meter, including ( ) square meter for the legal part, ( ) square meter for the over-built part, and ( ) square meter for the balcony.

In accordance with '*Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun*', Party B chooses Compensation Scheme One to calculate the resettlement floor space, which is ( ) square meter (not including the public-share area). Or,

In accordance with '*Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun*', Party B chooses Compensation Scheme Two to calculate the resettlement floor space, which is ( ) square meter (including the public-share area).

On the basis of the compensation scheme for resettlement floor space Party B chooses, Party A shall conduct the resettlement and compensation pursuant to '*Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun*'.

Firstly, Party A is to compensate Party B for dismantling B's house in the following standards:

1. ¥1800(RMB) per square meter for the over-built part which is ( ) square meter, it amounts to ( RMB).
2. ¥2000(RMB) per square meter for the balcony which is ( ) square meter, it amounts to ( RMB).

The two items mentioned above sum to ( RMB).

Secondly, if Party B, pursuant to article 6 and article 7 of '*Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun*', chooses to expand the resettlement floor space with ( ) square meter, Party B is to pay Party A ( RMB) for the construction cost and price differences of the house in the standard of ¥3500 (RMB) per square meter.

Thirdly, to add up the two amounts mentioned above, Party A shall pay Party B ( RMB); Party B shall pay Party A ( RMB).

Fourthly, in accordance with article 8 of '*Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun*', the floating area shall be control within 5 square meters and be charged ¥3500 (RMB) per square meter. Party B will not get the resettlement house unless B pays off the money 10 days before Party A hands over the house for moving back and resettlement.

### Article 2

It is Party B, rather than Party A, who is responsible to pay the fees for water, electricity, telecommunication, cable television, etc. generated before the house dismantlement.

### **Article 3**

The temporary resettlement subsidies for Party B's dismantled house shall be calculated in the following way:

1. The legal construction area , which has registered its property rights and is used for living, will get (      RMB) monthly in the standard of ¥25 per square meter per month.
2. The legal construction area , which has registered its property rights and of which the first floor is used for occasional commercial activities, will get (      RMB) monthly in the standard of ¥60 per square meter per month.

The temporary resettlement subsidies mentioned above amount to (      RMB) per month.

### **Article 4**

Party A is to pay Party B ¥2000(RMB) for relocation twice in the standard of ¥1000(RMB) per house per time.

### **Article 5**

The resettlement house shall be decorated in the standard of ¥650(RMB) per square meter. The specific decoration is subject to the house sample agreed by Party A and the designing entities.

### **Article 6**

Rights and obligations to both parties:

Firstly, party A promises to pay the temporary resettlement subsidies and relocation allowances timely in accordance with Article 3 and Article 4.

Secondly, party B promises that the property rights certificates of the dismantling house mentioned above as well as other relevant documents, which are to show to party A, are true, legal and valid. Otherwise, party B is to bear all the legal liabilities. If any disputes are caused by transfer, succession, division and mortgage of the dismantling houses, party B shall undertake the legal liabilities. Party A has the rights to take measures to protect the legal interests of Xiancun Collective as the case may be.

Thirdly, party B promises to empty the houses for demolition within the relocation time limit publicized by party A.

Fourthly, one party shall compensate the other for the resettlement household size differences.

### **Article 7**

Owing to the complexity and difficulty of Xiancun's overall renovation, governments at all levels have given close attention and great support. As the representative of all the residents' legal interests and an organ to execute the specific affairs, Party A, with the primary goal to achieve the whole interests of Xiancun Collective, has rights to adjust the resettlement scheme and arrange for specific work. Party B shall be subject to the overall situation, coordinate with party A and protect the whole interests of Xiancun Collective. If party B, for the purpose of

individual interest, makes any disturbances to obstruct party A's work, it will be treated as breaching this agreement. On such occasion, by means of discussing and voting by the Board of Directors or Shareholders Congress, party A has rights to decide how to handle these matters (including that cancelling all the welfares party B enjoys in the renovation scheme as a Xiancun resident).

**Article 8**

For the items which this agreement does not cover, the parties shall refer to '*Scheme of renovation of old districts as well as demolition compensation and settlement in Xiancun*'. The Board of Directors of Party A has rights and duties to explain the compensation and resettlement scheme. In case of lack of specific provisions on relevant matters in the compensation and resettlement scheme, Party A is entitled to make a decision as the case may be.

**Article 9**

Party B shall furnish a certificate of entrustment if entrusting an agent to sign this agreement.

**Article 10**

This agreement is to be signed in duplicate in order that each party gets a copy. It shall come into force as of being signed.

**Party A:** Party A: Guangzhou Xiancun Industry Limited Corporation(hereinafter referred to as Xiancun Corpotion)

**Legal Representative** (signature or seal):

**Date:**

**Authentication entity:** City Renovation Office of Tianhe District

**Party B** (signature):

**The agent** (signature or seal):

**The agent's ID number:**

**Date:**

**Authentication entity:** Xiancun Neighborhood Office