**Agreement No. \_\_\_\_\_\_\_\_\_\_\_**

**on gradual repayment of overdue debt**

Example City DD MM YYYY

# Conditional expressions

List

1. [#CONDITIONAL\_TAG\_TRUE]Item not to be deleted[/CONDITIONAL\_TAG\_TRUE]
2. [#CONDITIONAL\_TAG\_FALSE]Item to be deleted[/CONDITIONAL\_TAG\_FALSE]
3. [#CONDITIONAL\_TAG\_FALSE]Item to be deleted at the end of the list[/CONDITIONAL\_TAG\_FALSE]

**[#CONDITIONAL\_TAG\_TRUE]**Text that will remain in the report. Replacement tag example CLINAME = [CLINAME]

Paragraph not to be deleted

Paragraph 2 not   
to be deleted**[/CONDITIONAL\_TAG\_TRUE][#CONDITIONAL\_TAG\_FALSE]**The text to be deleted from the report.

Paragraph 1 to be deleted

Paragraph 2 to be deleted

Example of a tag to replace CTRNUMBER = [CTRNUMBER]

**[/CONDITIONAL\_TAG\_FALSE]**

# Example template

[ORGANIZATION], hereinafter referred to as the "Guaranteeing Organization", represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the one hand, and [CLINAME], hereinafter referred to as the "Client", represented by , acting on the basis of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on the other hand, jointly referred to as the "Parties", have signed this agreement as follows:

1. On date \_\_\_\_\_\_\_\_\_\_\_\_\_ the Client has an overdue debt to the Guaranteeing Organization under contract No. [CTRNUMBER] for cold water supply and wastewater disposal with the principal debt in the amount of RESTDEBT USD incl.VAT, for the period from PERIOD, penalty in the amount of [RESTPENY], as well as the debt on the state duty in the amount of COURTTOLL USD and penalty in the amount of PENYTOLL USD on the basis of the decisions of the Arbitration Court - court cases number NUMCOURTCASES.

2. The Client undertakes to transfer funds to the bank account of the Guaranteeing Organization by non-cash transfer:

- to pay off the debt specified in clause 1 of this agreement;

- to transfer the penalty according to clause 30 of the "Rules of Cold Water Supply and Water Disposal" approved by the Resolution of the Government №644;

- to pay the Guaranteeing Organization's expenses on state duty;

In the following timelines and on the basis of the following:

[TABLE-NO-FORMAT]

3. Starting from date \_\_\_\_\_\_ the Client is also obliged to pay current payments within the timelines stipulated in the contract No. [CTRNUMBER] for cold water supply and wastewater disposal.

4. Upon Client’s proper fulfilment of the obligations specified in clauses 2 and 3 of this Agreement, the Guaranteeing Organization undertakes:

- not to file a claim with the Arbitration Court in order to recover from the Client, in full or in part, the amount of debt specified in clause 1 of this Agreement;

- not to present or transfer to third parties the available writs of execution (if any) for the purpose of forced collection from the Client, in full or in part, of the amount of debt specified in clause 1 of this Agreement.

5. The Client’s obligations to repay the debt under Agreement No. [CTRNUMBER] for cold water supply and wastewater disposal in the amount of RESTDEBT USD incl.VAT, for the period from PERIOD, shall be deemed to have been fulfilled in full from the moment the Client has fully fulfilled their obligations to pay off the debt, and namely: the principal debt, penalty and state duty expenses, within the timelines and in the amounts specified in clause 2 of this Agreement.

6. The Agreement shall automatically be terminated (deemed terminated) in any of the following cases:

- the Client’s one-time violation of the schedule of overdue debt repayment stipulated in clause 2 of this Agreement, as far as the timelines or repayment amounts are concerned,

- a one-time violation by the Client of the terms of current payments under contract No. [CTRNUMBER] for cold water supply and wastewater disposal as far as the timelines or payment amounts are concerned.

7. In case of termination of the agreement on the grounds specified in clause 6 of this agreement, the Guaranteeing Organization shall have the right:

- temporarily stop or limit water supply and water disposal services in accordance with paragraph 8 part 3 article 21 of the Federal Law No. 416 of 07.12.2011 "On Water Supply and Water Disposal",

- file a claim with the Arbitration Court in order to recover from the Client the amount of debt specified in clause 1 of this Agreement, as well as interest for the use of other parties’ funds;

- to submit available writs of execution (if any) for the purpose of forced collection of the debt unpaid at the time of termination of this agreement.

8. The terms and conditions of this agreement may not be changed unilaterally. All amendments and additions to the agreement shall be formalized by the Parties by signing addendums.

9. This agreement may be terminated by written agreement of the Parties except for the circumstances stipulated in clause 6 of this agreement.

10. Dispute resolution and settlement of issues not stipulated by the agreement shall be made in accordance with the procedure established by the legislation.

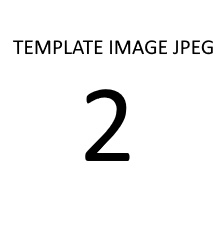
11. The Agreement is drawn up in two copies having equal legal force, one for each Party.

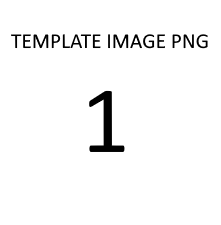
12. The validity period of this Agreement is established from the date of its signing by the Parties and until the Client fully performs its obligations.

|  |  |
| --- | --- |
| **Guaranteeing organization** | **Client** |
| **[ORGANIZATION]**  000000, Example City,  Example Street, building 15А  Tax number 0000000000  Registration code 000000000  ORGBIK  ORGBANK  ORGACC | **[CLINAME]**  CLIADDRESS  CLIINN CLIKPP  CORACC  BANKBIK  BANKNAME  SETLACC |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ( ) |

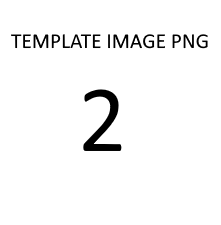
|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| № | Contract No | District | Name of enterprise | Date of disconnection | Address of the object, telephone number | Amount of debt, USD |
| Debt period |
| [TABLE-FORMATTED] | | | | | | |
| [num] | **[contract\_number]** | [district] | *[enterprise]* | [disconnect\_date] | [address] | [complex\_field] |

|  |  |  |
| --- | --- | --- |
| **JPEG picture in the table** | IMAGE-1-JPEG | **PREMAIN** |

JPEG picture  in the text.

PNG picture in the text.

PNG picture, **not linked to text**

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