

赔偿合同

COMPENSATION CONTRACT

协议编号 Contract No.: CGCD/CGFC/QT/2015/027



长大路桥建设（马来西亚）有限公司(1130376-K)
CHANGDA ROAD & BRIDGE CONSTRUCTION SDN.BHD.

2015年11月

November 2015

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赔偿合同

COMPENSATION CONTRACT

本合同于2015年11月24日由以下双方签订:

This contract is made and entered into on 24th November 2015 by and between the following two parties:

支付方: 长大路桥建设有限公司 (1130376-K) (以下简称为“支付方”)

The Payer : Changda Road & Bridge Construction Sdn. Bhd.(1130376-K) (Hereinafter referred to as the “The Payer”)

地址: 马来西亚新山市Bandar Nusajaya Taman Bukit Indah Jalan Indah 15 Indah Walk 3 四楼 0405室

Address: Suite 0405, Level 4, Indah Walk 3, Jalan Indah 15, Taman Bukit Indah,79100 Bandar Nusajaya, Johor Bahru, Malaysia.

代表Represented by: Zhu Shanman 职位/Position: Manager

联系电话Contact Telephone:

与/AND

受偿方: (以下简称为“受偿方”)

The Indemnatee: (Hereinafter referred to as the “The Indemnatee”):

地址:

Address:

-银行账号Account No:

开户行/Bank Name:

-电话Telephone:

传真Fax:

鉴于支付方实施柔佛州新山市 Mukim Tanjung Kupang PTD4102 商业及住宅开发区专用路桥施工(以下简称“本项目”)需对钢便桥进行维修,使岛一北面海域形成封闭,导致出海渔民不能出海捕鱼,故碧桂园委托长大公司在钢便桥维修期间对附近渔民进行适当赔偿。

WHEREAS, The Payer undertakes the construction works of Dedicated Highway to Commercial and Residential Development on Lot PTD 4102, Mukim Tanjung Kupang, Daerah Johor Bahru, Negeri Johor (hereinafter referred to as “the Project”) and need to maintain temporary steel bridge causing that the fishermen near the Island One cannot go out for fishing owing to closure of the northern sea area. Therefore, the Country

Garden PacificView Sdn.Bhd. entrust the Payer to pay the proper compensation for the Indemnatee in the period of maintaining temporary steel bride.

鉴于受偿方已经完全了解本项目并知晓本合同的条款，本着平等互利的原则，经双方友好协商，在碧桂园代表和村长的见证下，双方特此就以下条款达成一致并签署本合同：

WHEREAS, the Indemnatee acknowledges that he has studied the Project completely and reviewed the terms and conditions of this contract. Based on the principle of equality and mutual benefit, both parties hereby, witnessed by representative of the Country Garden PacificView Sdn.Bhd. and the village head of the Indemnatee, agree to enter into this contract with the terms and conditions as follows upon the friendly negotiation:

ARTICLE 1. 定义和解释/DEFINITION AND INTERPRETATION

单词及词语应之下述的意思且适用于本合同，除非合同另有规定。

Words and phrase of words will have a meaning as below and applied to this contract unless otherwise specified in the contract.

1.1 “支付方”指由碧桂园太平景有限公司(1044344-D)(以下简称为“业主”)委托，长大路桥建设有限公司及其财产所有权的合法继承人向受偿方支付赔偿金。 Permit Entrust

“The Payer” means Changda Road & Bridge Construction Sdn.Bhd.(1130376-K) and the legal successors in title to this company, entrusted by the Country Garden PacificView Sdn. Bhd. (1044344-D) (hereinafter referred to as “the Employer”), pay the proper compensation for the Indemnatee.

1.2 “受偿方”指称之为所有受偿者一致同意并选出的代表及其所有受偿者的合法继承人一致同意并选出的代表。所有受偿者承担连带责任，不仅限于受偿方。

“The Indemnatee” means a representative chosen in a consensus by all the persons accepting compensation and the legal successors in title to this persons accepting compensation. All the persons accepting compensation shall undertake joint and several liabilities under this Contract, not limited to the Indemnatee.

ARTICLE 2. 赔偿金 /SCOPE OF THE DISMANTLED HOUSE AND COMPENSATION

2.1 钢便桥维修暂定时间在两个月，未两个月维修完成且通航，也需以两个月赔偿金额赔偿，具体赔偿金额如下：

Maintenance of steel bridge is tentatively scheduled for two months; if completing and sailing within two months, The Payer still pay two months compensation to the Indemnatee. The details of compensation amount are as follows:

赔偿对象 Object of Compensation	单位 Unit	单价 Unit Price	数量 Quantity	总额 Amount	备注 Remarks
渔民(每天捕鱼)	RM/人*天				46人*60天

Handwritten signature or initials.

Stamp: 130376

Fisherman(going out for fishing everyday)	RM/fisherman-day	100.00	2,760	276,000.00	46 fishermen* days
捕鱼者 (偶尔捕鱼) Fisherman(occasionally going out for fishing)	RM/人*月 RM/fisherman-month	500.00	64	32,000.00	32 人*2 个月 32 fishermen*2 months
收海鲜者 Persons Collecting seafood	RM/人*月 RM/fisherman-month	500.00	4	2,000.00	2 人*2 个月 2 fishermen * 2 months
总计/Total Amount				310,000.00	

若修建钢便桥的时间超过 2 个月时，超出部分具体赔偿金额如下：

If the period of maintaining steel bridge is over 2 months, details of this compensation amount are as follows:

赔偿对象 Object of Compensation	单位 Unit	单价 Unit Price	备注 Remarks
渔民(每天捕鱼) Fisherman(going out for fishing everyday)	RM/人*天 RM/fisherman-day	100.00	46 人 46 fishermen
捕鱼者 (偶尔捕鱼) Fisherman(occasionally going out for fishing)	RM/人*月 RM/fisherman-month	500.00	32 人(需满一个月,若没满,则不需支付) 32 fishermen (shall be a full month; if not, do not pay)
收海鲜者 Persons Collecting seafood	RM/人*月 RM/fisherman-month	500.00	2 人(需满一个月,若没满,则不需支付) Two fishermen (shall be a full month; if not, do not pay)

2.2 上述 2.1 的赔偿金额已包含受偿方的所有经济损失。

The compensation as stated in 2.1 above contains all the economic losses of the Indemnatee.

2.3 赔偿金将会在合同签订后 03 个工作日内向受偿方现金支付。

The compensation shall be paid to the Indemnatee by cash within 03 working days upon signature of this Contract.

ARTICLE 3. 赔偿者权责/RIGHTS AND OBLIGATIONS OF THE PAYER

3.1 支付方有权要求受偿方不能出现在钢便桥施工范围内进行捕鱼及出海等相关活动。

The Payer shall be entitled to require the Indemnitee do not appear in the scope of maintaining steel bridge in order to go out for fishing and relevant activities.

3.2 支付方有权对出现在钢便桥施工范围内的受偿方进行驱赶。

The Payer shall have right to drive the Indemnitee out of the scope of maintaining steel bridge.

3.3 支付方将根据本合同条款向受偿方支付。

The Payer will pay the Indemnitee in accordance with article agreed in this Contract.

ARTICLE 4. 受偿方的权责 /RIGHTS AND OBLIGATIONS OF THE INDEMNITEE

4.1 本合同生效之日起到本合同结束时，受偿方应保证在钢便桥维修期间不在其范围内进行捕鱼等相关活动；

From the effective date of the contract to the ending date of performing respective rights completely, the Indemnitee shall promise that they will not go out for fishing as well as other relevant activities in the scope of maintaining steel bridge.

4.2 受偿方应配合支付方维修钢便桥，不可影响其施工；若因受偿方的缘故，使得临时钢板桥的工期延误，则支付方不需向受偿方支付相应赔偿。

The Indemnitee shall cooperate with the Payer to maintain the steel bridge and must not affect the construction of the Payer; if the construction time delays for the Indemnitee's reasons, the Payer shall not pay the compensation to the Indemnitee.

4.3 除收取上述赔偿金外，受偿方不得以任何理由向赔偿者摊派或收取其它各种费用。

The Indemnitee shall not charge any expense from the Payer for any reason, except the compensation;

4.4 受偿方有权依据合同的规定收到赔偿者支付的赔偿金。

The Indemnitee shall have the right to get the compensation in accordance with the provisions hereof.

ARTICLE 5. 违约责任/LIABILITIES FOR BREACH OF CONTRACT

赔偿者受偿方任何一方未能履行上述义务或单方终止协议，将视为违约。履约方有权要求违约方赔偿因违约行为造成的经济损失。

Any Party fails to fulfill the aforesaid obligations or terminates the Contract unilaterally will be considered breach of contract. Observant party has the right to claim the financial loss caused by default from breaching party.

ARTICLE 6. 争议与解决/DISPUTE AND SETTLEMENT

如果合同履行过程中如发生纠纷，双方须本着合作、诚意的精神通过友好方式协商解决。如果协商无法达成一致，在纠纷发生 30 日之内，双方应将该事项提交至马来西亚吉隆坡区域仲裁中心进行仲裁。仲裁结果是最终的且对双方具有约束力。

If there is any dispute arisen between the parties during performance of the contract, the parties must immediately conduct negotiations to resolve the problem in the spirit of mutual respect, cooperation and goodwill. If negotiations cannot come to agreement, within 30 days after the dispute arises, the parties will submit the matter to the Kuala Lumpur Regional Centre for Arbitration in Malaysia. The decision of the arbitrator is final and binding to both Parties.

ARTICLE 7. 一般条款/GENERAL PROVISIONS

7.1 本合同一式四份，甲、乙双方各执二份，具同等法律效力。

This contract is made in 04 copies, and each Party holds 02 copies with the same effect.

7.2 本协议若有未尽事宜，经双方协商一致后，可签订补充协议。

If there is any matter not stipulated here, the supplementary contract shall be signed after negotiation by both parties.

7.3 本协议自双方签字之日起生效，至填砂挖除恢复通航后，本协议自行失去效力。

This contract shall take effect upon signature of both parties, and become invalid to the expiration of the Contract after excavation of sand and recovery of sailing.

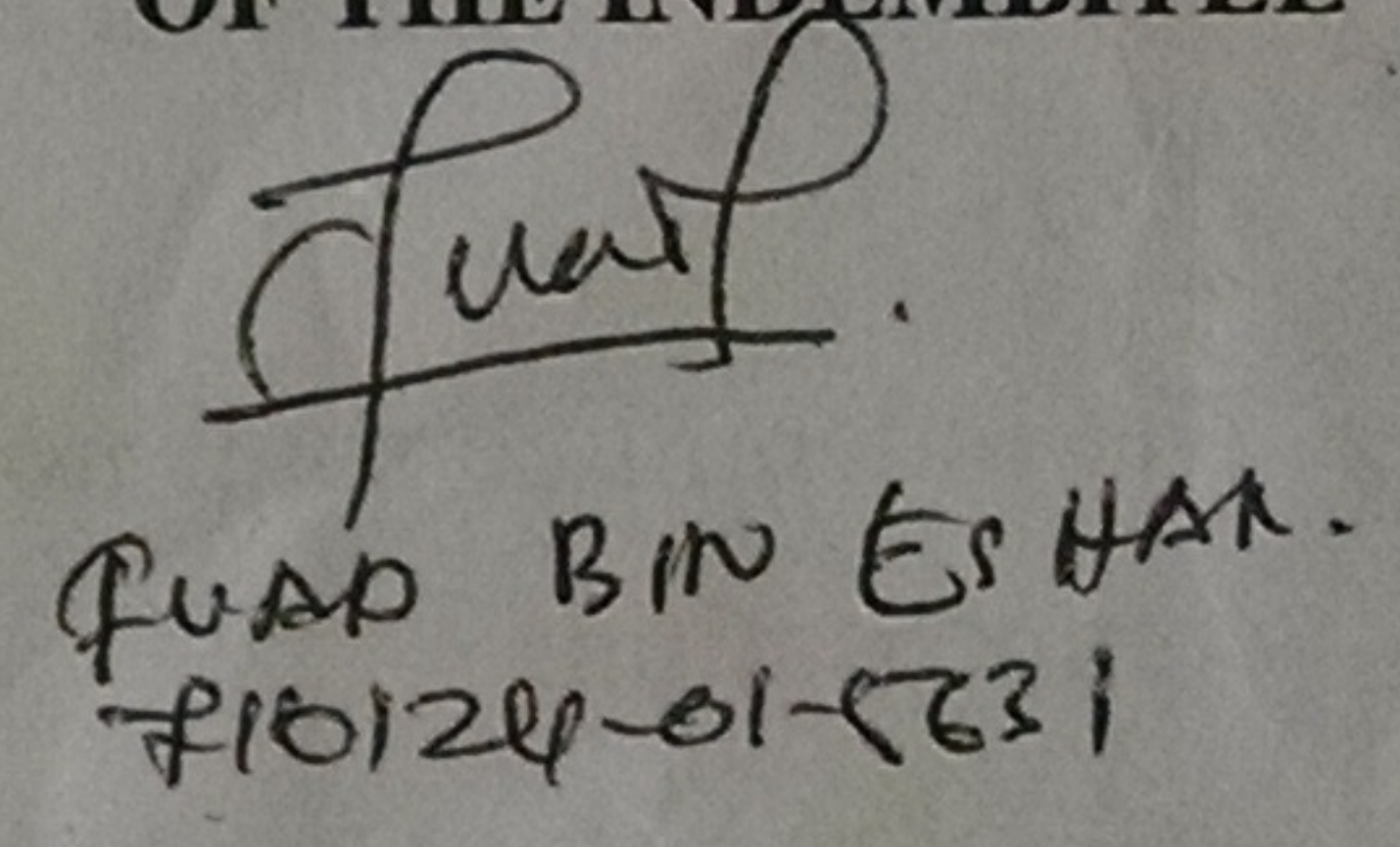
支付方代表:

受偿方代表:

**AUTHORIZED REPRESENTATIVE
OF THE PAYER**

**AUTHORIZED REPRESENTATIVE
OF THE INDEMBITEE**




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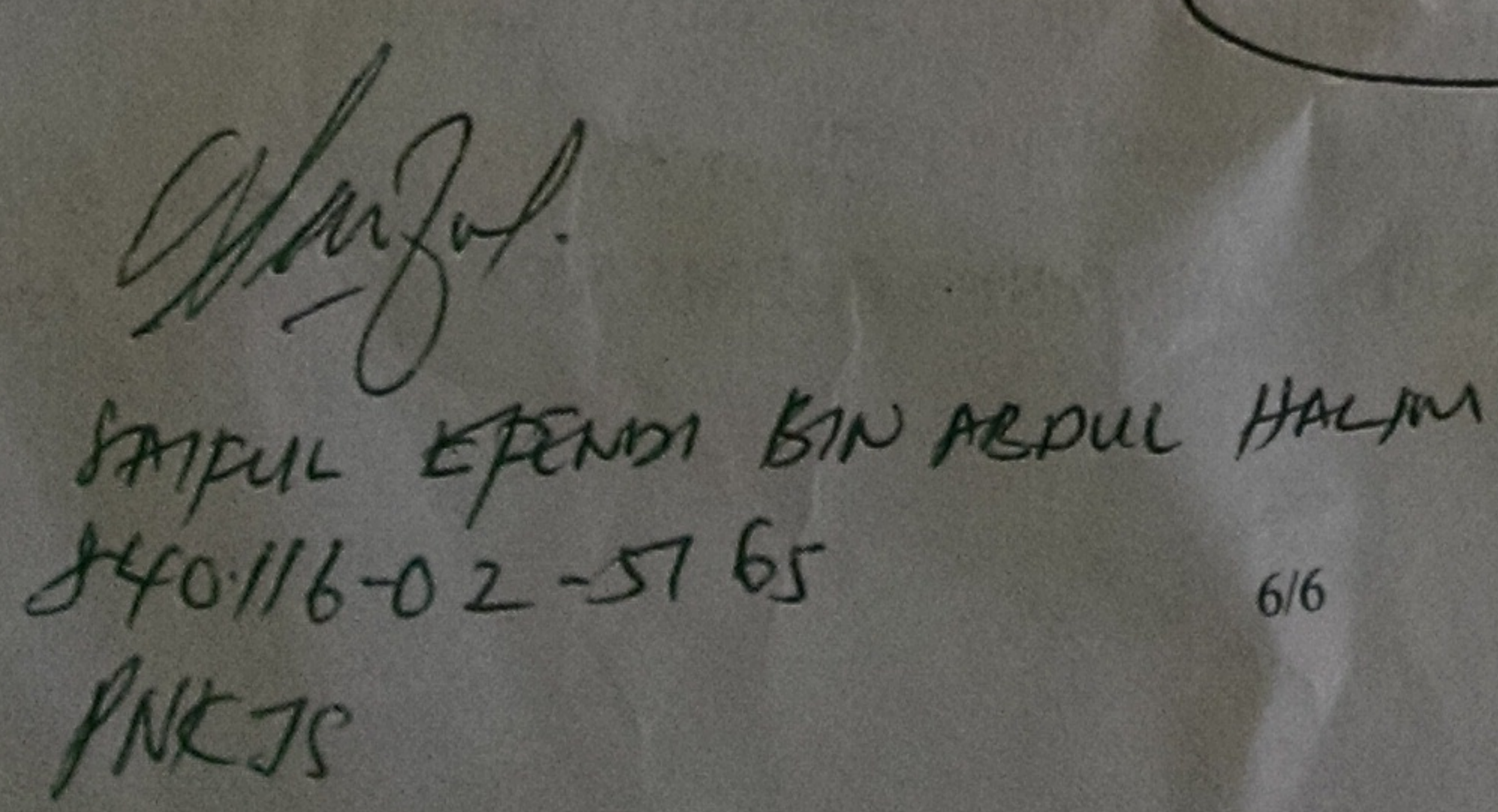
WITNESSED BY

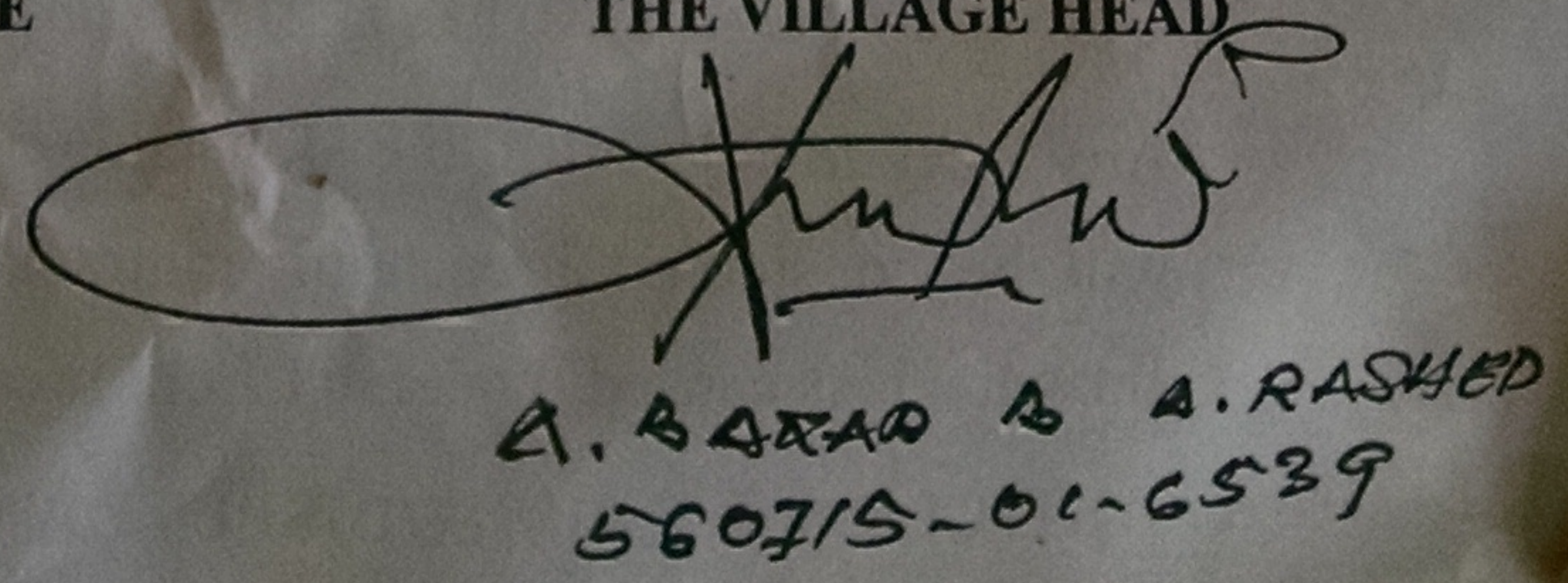
业主代表:

村长:

**AUTHORIZED REPRESENTATIVE
OF THE EMPLOYER**

THE VILLAGE HEAD


SMPUL EFENDI BIN ABDUL HALIM
840116-02-5165
PNKJS


A. BARAD B. A. RASHED
560715-01-6539

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