

AGREEMENT OF USUFRUCT

សញ្ញាកំណត់សិទ្ធិកើបកិន

BY AND BETWEEN

ឈ្មោះ

(1) _____ (“Owner” / “ផែនក្នុង”)

- and / និង -

(2) _____ (“Usufructuary” / “ផែនសិទ្ធិកើបកិន”)

This Agreement granting the right of usufruct is made at _____ on the____ day of ___, 201_.

สัญญาก่อตั้งสิทธิ์เก็บกินฉบับนี้ ทำที่ เมื่อวันที่ 255_

BY AND BETWEEN : โดย และ ระหว่าง

Ms. _____, of Thai nationality, ___ years of age, holding a Thai ID-card with No. _____, residing at _____ Province, hereinafter referred to as the “**Owner**” of the one part (as detailed in **Attachment 1** attached hereto and deemed as a part hereof).

นาง _____ อายุ ___ ปี สัญชาติ ไทย อัญมณีเลขที่ ___ หมู่ที่ ___ ตำบล _____ อำเภอ _____ จังหวัด _____ ซึ่งต่อไปในสัญญานี้เรียกว่า “เจ้าของ” ฝ่ายหนึ่ง รายละเอียดปรากฏตามเอกสารหมายเลข 1 แนบท้ายสัญญาและถือเป็นส่วนหนึ่งของสัญญานี้

AND และ

Mr. _____, a _____ national, ___ years of age, holding a passport of the _____ with number _____, residing at _____ Province, hereinafter referred to as the “**Usufructuary**” of the other part (as detailed in **Attachment 2** attached hereto and deemed as a part hereof).

นาย _____ อายุ ___ ปี สัญชาติ _____ ถือพาสพอร์ตเลขที่ _____ อัญมณีเลขที่ _____ ซึ่งต่อไปในสัญญานี้เรียกว่า “ผู้ทรงสิทธิ์เก็บกิน” อีกฝ่ายหนึ่ง รายละเอียดปรากฏตามเอกสารหมายเลข 2 แนบท้ายสัญญาและถือเป็นส่วนหนึ่งของสัญญานี้

In this Agreement the Owner and the Usufructuary hereinafter collectively referred to as the “**Parties**”.

ในสัญญาฉบับนี้ ทั้ง เจ้าของ และผู้ทรงสิทธิ์เก็บกิน ต่อไปนี้ในสัญญาจะรวมเรียกว่า “คู่สัญญา”

WHEREAS ในขณะที่

(1) The Owner is the sole lawful owner of a parcel of land with details and particulars as shown in the copy of the land title deed attached hereto as **Attachment 3** (the “**Land**”)

(1) เจ้าของเป็นเจ้าของกรรมสิทธิ์โดยชอบด้วยกฎหมายแต่เพียงผู้เดียวในที่ดิน

_____ Owner เจ้าของ

_____ Usufructuary ผู้ทรงสิทธิ์เก็บกิน

ຈຳນວນໜຶ່ງແປລງໜຶ່ງມີໄລຍະເອີຍດປາກ ຕາມສໍາເນາໂຄນດທີ່ດິນ ເອກສາຮ່າມາຍເລຂ 3 ແນບທ້າຍສັນນູາ ("ທີ່ດິນ").

(2) The Owner is the sole lawful owner of a house built on the Land with details and particulars as shown in the copy of the house registration book attached hereto as **Attachment 4** (the “**House**”)

(2) ເຈົ້າຂອງເປັນເຈົ້າຂອງກວມສີທີ່ໂດຍຂອບດ້ວຍກູ່ມາຍແຕ່ເພີ່ມຜູ້ເດີຍວິນບ້ານຈຳນວນ
ໜຶ່ງໜຶ່ງໃດໆປຸກສ້າງບົນທີ່ດິນດັ່ງມີໄລຍະເອີຍດປາກງູ່ຕາມ ສໍາເນາທະເບີຍນບ້ານ ເອກສາຮ່າມາຍເລຂ 4
ແນບທ້າຍສັນນູາ (“ບ້ານ”)

(3) The Land and the House including any future alteration, modification, addition and/or improvement (if any), hereinafter collectively referred to as the “**Property**”

(3) ທີ່ດິນແລະບ້ານຈຳນວນທີ່ມີກວາດການປັບປຸງແປລັງແກ້ໄຂ, ກາຣດັກແປລັງ ກາຣຕ່ອເຕີມ ແລະ/ຫຼື ກາຣປັບປຸງໃດໆ
ໃນອນາຄຕ (ຕໍ່າມື) ຕ່ອໄປນີ້ໃນສັນນູາ ເຮັກກ່າວ “ທຮພຍ්ສິນ”

(4) The Usufructuary hereby acknowledges that unless permitted by the Thai government he is unable to own any parcel of land in this Kingdom and further declares that this agreement is made with the true intention, by which the Usufructuary expects only acquisition to the rights of possession, use, enjoyment and sole right of management of the Property (to the extent permissible under the Thai law).

(4) ຜູ້ທຮສີທີ່ເກີບກີນເຫັນເຈົ້າໃຈວ່າ ເວັນແຕ່ຈະໄດ້ຮັບອຸນຸນູາຕິຈາກຮູ້ບາລໄທຍ
ຜູ້ທຮສີທີ່ເກີບກີນໄມ່ສາມາດຄືອຄຮອງທີ່ດິນໃດໆ ກາຍໃນຮາຊອານາຈັກໄດ້ແລະຂອ
ປະກາສວ່າສັນນູາໃບນີ້ໄດ້ທຳຂຶ້ນໂດຍເຈດນາທີ່ແທ້ຈິງໂດຍໃນກາຣທຳສັນນູານີ້ຜູ້ທຮ
ສີທີ່ເກີບກີນຫວັງໃຫ້ໄດ້ມາເຊັພະສິທີ່ຄອບຄວອງ ໃຫ້ ຄືອເຄາຫື່ງປະໂຍ່ໝານ
ແລະ/ຫຼື ສີທີ່ມີຄໍານາຈຈັດກາຣທຮພຍ්ສິນເທົ່ານັ້ນ (ຫາກງູ່ມາຍໄທຍອນຸນູາຕ)

(5) The Owner has received the money as a gift from the Usufructuary and expended this personal property on the Property.

(5)

ເຈົ້າຂອງໄດ້ຮັບເງິນຈາກກາຣໃຫ້ໂດຍເສັ່ນໜ້າຈາກຜູ້ທຮສີທີ່ເກີບກີນແລະໄດ້ໃຊ້ຈ່າຍຈາກທຮພຍ່ຂອງຕົນເອງນີ້ເພື່ອໃຫ້ໄດ້ມາຂອ

_____ Owner ເຈົ້າຂອງ

_____ Usufructuary ຜູ້ທຮສີທີ່ເກີບກີນ

ທັງໝົດ

(6) It is the Owner's wish to grant the Usufructuary in return the Right of Usufruct for the Property without consideration for the period of the life of the Usufructuary, to be continued in the event of separation, disappearance or death of the Owner.

(6) ເພື່ອເປັນການແຫ່ນຄຸນ ເຈົ້າຂອງປະສົງຄົກກ່ອດຕັ້ງສີທີເກີບກິນໃນທັງໝົດໃຫ້ແກ່ຜູ້ທີ່ຈະສີທີເກີບກິນ

ໂດຍໄໝມີຄ່າຕອບແຫນ ກາຍໃນກຳທັນດວລາຕດລອດຊີວິດແຫ່ງຜູ້ທີ່ຈະສີທີເກີບກິນ

ຫຼື່ງສີທີເກີບກິນນີ້ຍ່ອມມີຕ່ອໄປແນ້ວ່າເຈົ້າຂອງຈະໄດ້ປະຈາກທັງໝົດ ສາບສູນ ສໍາລັບ ຕາຍ

NOW AND THEREFORE, the Parties hereby agree as follows:

ດັ່ງນັ້ນມີສ້າງຢາກ ຈຶ່ງໄດ້ຕັດລົງກັນໂດຍມີຂໍ້ອຄວາມ ດັ່ງຕ່ອໄປນີ້ :

CLAUSE 1

The Owner agrees to grant to the Usufructuary and the Usufructuary agrees to take from the Owner the Right of Usufruct of the Property. By virtue of the usufruct the Usufructuary shall have the rights of possession, use, enjoyment and sole right of management of the Property (to the extent permissible under the Thai law).

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CLAUSE 2

The Right of Usufruct of this Agreement shall be created for the lifetime and exist throughout the life of the Usufructuary (the "Term") without any consideration or remuneration.

The Parties agree to complete with the registration of the right of usufruct by making a written memorandum of statement in accordance with this Agreement with the relevant land office within 30 (thirty) days from the signing date of this agreement.

The Usufructuary shall pay for the registration fees including stamp duties and other expenses related to the registration of this right of usufruct interest.

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CLAUSE 3

_____ Owner ເຈົ້າຂອງ

_____ Usufructuary ຜູ້ທີ່ຈະສີທີເກີບກິນ

In case of the death of the Usufructuary, the Parties agree and acknowledge that the usufruct shall be extinguished and shall in no case devolve on the heirs of the Usufructuary.

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CLAUSE 4

The Usufructuary is bound to take as much care of the Property as a person of ordinary prudence would take of his own Property and to do ordinary maintenance and petty repairs.

CLAUSE 5

The Usufructuary is allowed to make changes to the Property and to use the Property for any lawful purpose and the Usufructuary have the right to assign this usufruct to a third person without consent of the Owner.

Upon the expiration of this agreement the Property shall return to the Owner in its 'as-is' condition.

The Parties agree that the ownership alteration, modification, addition and/or improvement into the Land and the House (if any) shall become the property of the Owner on expiration this right of usufruct.

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CLAUSE 6

Throughout the Term, the Usufructuary hereby covenants with the Owner as follows:

6.1 Not to use, nor permit the use of, the Property or any part thereof for any illegal or unreasonable purposes.

6.2 To bear expenses for the management of the Property, pay taxes and duties, and be responsible for interests payable on existing debts charged upon it (if any) and to pay when due, electricity, water and all land and building tax and other levies made against the Property and any future structures on the Land.

6.3 The Usufructuary shall insure the Property against loss and pay the premiums of the insurance for the Term of the Usufruct. If the Property or part of the property is destroyed, whether in whole or in part, the whole amount of the compensations (if any) must be granted to the Usufructuary solely. The Owner shall not be bound to restore the Property with the same.

_____ Owner តោខេត្ត

_____ Usufructuary ផ្ទៃទំនើសិទ្ធិកើតកិន

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CLAUSE 7

The Owner represents and warrants not to take the Property to be a guarantee for any liability, mortgage or otherwise create a liability with or against the Land either in whole or in part during the Term of the usufruct, and throughout Term not assign or transfer its rights and obligations under this Agreement to any third person or any juristic person, nor transfer the Property to any third party without the prior consent of the Usufructuary. This agreement shall devolve to, and be binding upon, the successors and heirs of the Owner.

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CLAUSE 8

Any provision in this agreement which is void, invalid or unenforceable shall be ineffective only to the extent of such void, invalid or unenforceable provision, without invalidating the remaining provisions and without affecting the validity and enforceability of such provisions in any other jurisdiction. If one of the Parties fails to comply with this agreement the other party shall have the right to claim damages from the defaulting party (if any).

This Agreement shall be governed and construed in accordance with the laws of the Kingdom of Thailand.

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ສັນຍານີ້ອໝາຍໃຫ້ປັບແລະຕື່ຄວາມຕາມກຸ່ມາຍແໜ່ງຈາກອານາຈັກໄທ

SIGNATURE PAGE FOLLOWS;

ລາຍມື້ອໍ້ອໜ້າດໍາໄປ

_____ Owner ເຈົ້າຂອງ

_____ Usufructuary ຜ້າທະສິທີເກີບກິນ

ສ້າງຢາກກ່ອຕັ້ງສີທີເກີບກິນ

IN WITNESS WHEREOF, the Owner and the Usufructuary have hereunto executed this Agreement in the presence of witnesses on the day, month and year first written above.

ເພື່ອເປັນຫລັກຮູານຂອງການທຳສ້າງຢາກ ດັກລ່າວ

ເຈົ້າຂອງແລະຜູ້ທົງສີທີເກີບກິນຈຶ່ງໄດ້ລັງນາມໃນສ້າງຢາກນີ້ຕ່ອທິພາຍານໃນ ວັນ ເດືອນ ປີ ທີ່ປະກວດຂ້າງຕົ້ນ

Signed (ลงຊື່ອ) _____ Owner ເຈົ້າຂອງ

Name in writing

Signed (ลงຊື່ອ) _____ Usufructuary ຜູ້ທົງສີທີເກີບກິນ

Name in writing

Signed (ลงຊື່ອ) _____ Witness ພຍານ

No. ID-card/ ເລກທີບັນດາປະຊາຊົນ _____

Signed (ลงຊື່ອ) _____ Witness ພຍານ

No. ID-card/ ເລກທີບັນດາປະຊາຊົນ _____