

CONTRATO DE ARRIENDO CANCELLERIA
EMBAJADA DE CHILE EN INDIA

Este contrato es celebrado el 15 de Octubre de 2009 entre el DR. R.K. Dhawan domiciliado en 1 Punchkuein Road, Nueva Delhi-55; de ahora en adelante llamado el "ARRENDADOR" (en cuya expresión, se incluyen a sus herederos, sucesores, representantes legales y cesionarios por una parte).

Y

El Estado de Chile representado por el Sr. Alfonso Silva, Embajador de Chile en India, Nueva Delhi, de ahora en adelante llamado el "ARRENDATARIO" por la otra parte; teniendo presente que el ARRENDADOR es dueño absoluto del inmueble ubicado en Nr. A16/1 Vasant Vihar, Nueva Delhi - 11057, referida en adelante como "EL INMUEBLE", y que comprende un subterráneo, un piso de estacionamiento, un primer, segundo, tercer y cuarto pisos.

I

MEDIANTE LA ESCRITURA LAS PARTES ACUERDAN LO SIGUIENTE:

En consideración a la renta aquí señalada y las obligaciones y condiciones contenidas en el presente documento que ambas partes se comprometen a cumplir y ejecutar, el ARRENDADOR acepta dar en arrendamiento al ARRENDATARIO el mencionado INMUEBLE por el plazo de cinco años a contar del día primero de noviembre 2009, pagando un arriendo mensual de US\$ 15.427 con un incremento acumulativo anual de 8.75%.

II

EL ARRENDATARIO CONVIENE CON EL ARRENDADOR:

1.- Que el ARRENDATARIO pagará una suma equivalente a seis meses de arrendamiento por adelantado al momento de la suscripción del presente contrato de arrendamiento. Asimismo, el ARRENDATARIO pagará una garantía equivalente a dos meses de renta no afectos a intereses, los que serán devueltos a éste por medio de un cheque al momento de la restitución del INMUEBLE.

2.- Que el ARRENDATARIO pagará, desde la fecha de inicio del contrato, el consumo de agua, electricidad y gas correspondientes al INMUEBLE que arrienda directamente a las entidades pertinentes, según las boletas recibidas. Asimismo, el ARRENDATARIO se obliga a pagar las multas que le fueren impuestas debido al pago atrasado o no pago de las boletas percibidas. La copia de las boletas por pago de agua, electricidad y gas deberán ser entregadas al ARRENDADOR después de realizado su pago.

3.- Que el ARRENDATARIO no podrá subarrendar la propiedad ni ninguna parte de la misma, sin el consentimiento escrito del ARRENDADOR.

4.- Que ninguna extensión o alteración en la estructura del inmueble podrá ser hecha por el ARRENDATARIO sin el previo consentimiento por escrito del ARRENDADOR. De la misma manera, ninguna alteración o cambio en el diseño del inmueble podrá ser hecha por el ARRENDATARIO sin el previo consentimiento por escrito del ARRENDADOR. Al término del contrato de arrendamiento el ARRENDATARIO podrá separar y llevarse los materiales que conformen las mejoras o alteraciones antes indicadas, siempre que no se cause detrimento en la propiedad arrendada, o bien pueden quedar éstos a favor del ARRENDADOR, siempre que se abone al ARRENDATARIO el valor de los materiales, considerándolos de manera separada.

5.- Que se permitirá al ARRENDADOR o a su representante autorizado, agente, inspector o trabajadores, ingresar a la propiedad para su inspección o para efectuar reparaciones ordenadas por las autoridades municipales o gubernamentales en tiempos que se estimen razonables y, de ser necesario, con el acuerdo previo de los ocupantes del inmueble.

6.- Que la propiedad será mantenida por el ARRENDATARIO en las mismas condiciones de orden y limpieza en que ésta se encontraba al momento de tomar posesión de la misma. Los gastos derivados del normal uso del edificio serán de responsabilidad del ARRENDADOR.

7.- Que el ARRENDADOR deberá pintar y barnizar la propiedad una vez cada dos años.

8.- Que al expirar el contrato, el ARRENDATARIO entregará la propiedad desocupada al arrendador en las condiciones originales, exceptuándose el desgaste producido por su uso natural y daños fortuitos.

9.- El ARRENDADOR proveerá un generador eléctrico capaz de suministrar suficiente electricidad para el funcionamiento de todos los equipos requeridos por la Embajada. Los términos del arriendo del generador eléctrico serán acordados en un contrato separado, contenido en el Anexo I.

10.- Que el ARRENDATARIO se compromete a no usar la propiedad en contravención a las normas y reglamentos impuestos por la DDA (Delhi Development Authority), autoridades municipales, el Gobierno de la India u otra autoridad que posea jurisdicción. En el caso de un quebrantamiento de las normas impuestas por las autoridades

antedichas el ARRENDATARIO deberá pagar por los daños derivados de dicha infracción, siendo lo anterior además causal suficiente para desahucio del contrato.

11.- Las reparaciones ordinarias de mantención de índole no estructural serán efectuadas por el ARRENDATARIO a su costo, y en caso de reparaciones mayores, estructurales, de sanitización o de otra naturaleza serán efectuadas por el ARRENDADOR, quien asumirá su costo total..

12.- Los pagos anuales por mantención del ascensor y generador serán de cargo del ARRENDATARIO del inmueble.

13.-. El ARRENDATARIO deberá pagar por adelantado una renta equivalente a seis meses de arriendo, cada vez que se cumpla dicho periodo.

III

EL ARRENDADOR CONVIENE CON EL ARRENDATARIO:

1.- Que el ARRENDADOR autorizará al ARRENDATARIO la instalación de equipos de aire acondicionado, enfriadores de agua y teléfonos, siempre y cuando no produzcan cambios, alteraciones o daños a los muros y masonería originales, estructuras de madera y accesorios. El ARRENDADOR permitirá también al ARRENDATARIO retirar dichos artefactos al término del contrato, obligándose el segundo a cubrir los gastos devengados por cualquier pérdida o daño que su instalación haya ocasionado al inmueble.

2.- El contrato quedará congelado por un periodo de un año, después del cual el ARRENDATARIO tendrá la opción de ponerle término dando aviso por escrito al ARRENDADOR con tres meses de anticipación antes de la fecha de término del mismo.

3.- Cláusula Diplomática. El arrendatario estará facultado para poner término anticipado al presente contrato, mediante comunicación escrita enviada al arrendador con ese fin y con a lo menos 30 días de anticipación a la fecha en que surtirá sus efectos, cuando por razones de índole institucional del país acreditante, motivos de seguridad o fuerza mayor, o por término de relaciones diplomáticas o consulares entre las Repúblicas de Chile e India, debería cerrarse la Embajada de Chile en ese país. En dicho evento, el arrendatario sólo deberá pagar la renta de arrendamiento que se devengue hasta el último día de uso efectivo del inmueble respectivo, sin que el arrendador tenga derecho a indemnización alguna por este cese anticipado del contrato. Si existieren rentas pagadas por adelantado, la arrendadora deberá restituir aquellas que correspondan a mensualidades posteriores a aquella en que va a operar dicha terminación anticipada.

4.- Que el presente contrato podrá prorrogarse por un periodo de cinco años, bajo los mismos términos y condiciones, una vez que el ARRENDATARIO le envíe una carta al ARRENDADOR manifestando su intención de renovarlo, antes de los cuatro meses

anteriores a la fecha de término del contrato, y el ARRENDADOR exprese su conformidad por escrito. Si las partes no llegaran a un acuerdo satisfactorio respecto de la renovación del arriendo dentro de los tres meses anteriores a su fecha de expiración, el ARRENDATARIO deberá restituir el inmueble inmediatamente después de terminado el contrato.

5.- Que el ARRENDADOR garantiza el uso continuado y normal del inmueble manteniéndole a salvo de resoluciones o medidas administrativas de autoridad, que puedan, de algún modo, alterar el uso del mismo.

6.- Que en caso que el ARRENDADOR durante la vigencia del contrato decida vender o realizar cualquier acto mediante el cual se transfiera la propiedad del inmueble a una tercera persona, este instrumento mantendrá su plena vigencia durante el periodo completo de su duración.

7.- Que cualquier notificación que el ARRENDADOR envíe al ARRENDATARIO, mediante la cual demande el cumplimiento de una de sus obligaciones, deberá ser enviada satisfactoriamente. Para tales efectos, dicha notificación deberá ser remitida a la dirección del inmueble y su recepción deberá ser debidamente acusada por el ARRENDATARIO.

8.- Que el ARRENDADOR hace presente y garantiza que tiene pleno poder y capacidad para suscribir el presente arriendo y que dejará al ARRENDATARIO libre e indemne de cualquier demanda, queja, acción y procedimiento de parte de terceros respecto de la posesión y goce pacífico de la propiedad.

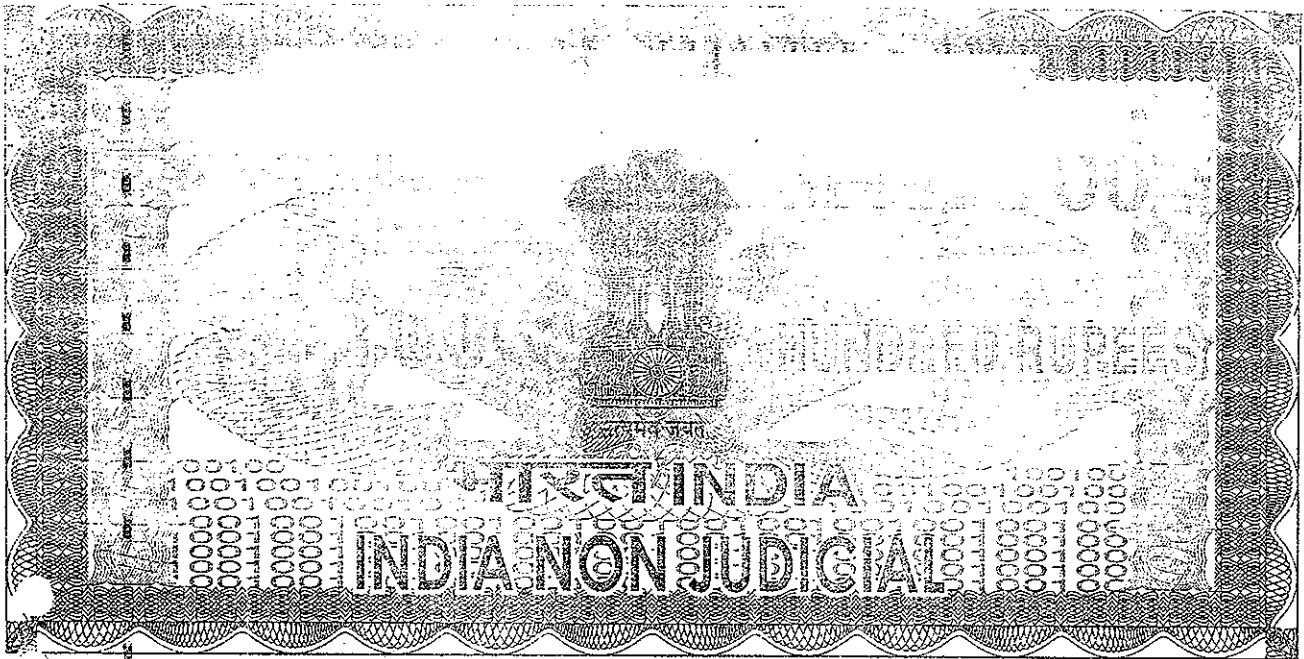
9.- Los eventuales conflictos que pudieran suscitarse entre las partes durante la ejecución del presente contrato, serán resueltos amigablemente por ambos. Si pese a sus esfuerzos las partes no consiguiesen zanjar sus diferencias, dichas controversias deberán ser resueltas por los Tribunales Ordinarios de Justicia de la India competentes.

EN TESTIMONIO DE LO QUE EL ARRENDADOR Y EL ARRENDATARIO HAN AQUÍ ACORDADO FIRMAN EL PRESENTE DOCUMENTO CON FECHA 15 DE OCTUBRE DE 2009

R.K. Dhawan
Arrendador

Embajador Alfonso Silva
Arrendatario

Sr. Randeep Chandyoke
Testigo



दिल्ली DELHI

H 706691

Electric Generator Rental Agreement

This deed of Lease is made on New Delhi on the 1st day of November, 2009 between Dr. R.K Dhawan resident of No. 1 Panchkuien Road, New Delhi-55 hereafter called the "Lessor" which expression shall include their heirs successors, legal representatives hereafter called the Lessor in respect of the supply of a full Power backup through an Electric Generator at A 16/1 Vasant Vihar, New Delhi

AND

The Government of the Republic of Chile, represented by Mr. Alfonso Silva, Ambassador of Chile, Embassy of Chile in India, New Delhi, hereinafter called the Lessee which expression shall include his successors, legal representatives and assigns appointed by the Government of Chile of the other part;

The Lessor has supplied the above-mentioned equipment and has agreed to charge US\$1,000 per month so long as the lessee has taken the above premises on lease. The rent of US\$ 1,000 shall be paid in advance on six months basis with an annual increase of 8.75 percent on such rent.

The LESSEE shall pay in advance six months rent at the time of signing of this agreement. The Lessee shall also give an interest free security of equivalent to

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No. 338, SHOP No. 2, IGA VIJAY
SAGAN, N. SUMATRA

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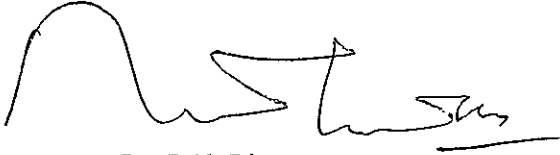
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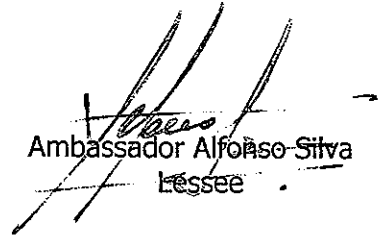
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two months rent as a deposit warranty, which shall be returned upon the termination of the lease contract of the premises, in entirety in cheque.



Dr. R.K. Dhawan
Lessor



Ambassador Alfonso Silva
Lessee



Mr. Randeep Chandyoke
WITNESS

CONTRATO DE ARRIENDO DE GENERADOR ELÉCTRICO

El presente contrato de arrendamiento es celebrado en Nueva Delhi con fecha 15 de Octubre de 2009, entre el Dr. R.K. Dhawan domiciliado en N° 1 Punchkuien Road, Nueva Delhi-55, de ahora en adelante el ARRENDADOR (cuya expresión incluye a sus sucesores y representantes legales) por una parte;

Y

El Estado de Chile representado por el Sr. Alfonso Silva, Embajador de Chile en India, de ahora en adelante el ARRENDATARIO, designado por el Gobierno de Chile, por la otra parte; en relación al Generador Eléctrico de propiedad de ARRENDADOR instalado en el inmueble ubicado en A 16/1 Vasant Vihar, Nueva Delhi,

Los contratantes acuerdan que el ARRENDADOR proveerá al ARRENDATARIO del mencionado generador, por una renta equivalente a USD\$1000 mensuales durante la vigencia del contrato de arrendamiento del inmueble donde se encuentra el equipo. El ARRENDATARIO deberá pagar por adelantado una suma equivalente a seis meses de renta con un incremento anual de 8.75%, cada vez que se cumpla dicho periodo.

Al momento de suscribir el presente contrato, el ARRENDATARIO pagará por adelantado un monto equivalente a seis meses de arriendo y una garantía de dos meses de renta no afectos a intereses, los que le serán devueltos a éste por el ARRENDADOR, mediante un cheque, al término del contrato de arrendamiento del inmueble donde se encuentra el generador.

DR. R.K. DHAWAN
Arrendador

EMBAJADOR ALFONSO SILVA
Arrendatario

RANDEEP CHANDYOKE
Testigo

LEASE DEED

This deed of Lease is made on New Delhi on the 15th of October, 2009 between Dr. R.K Dhawan resident of No. 1 Panchkuien Road, New Delhi-55 hereafter called the "Lessor" which expression shall include their heir successors, legal representatives and assigns of the One Part.

AND

The State of Chile, represented by Mr. Alfonso Silva, Ambassador of Chile to India, Embassy of Chile in India, New Delhi, hereinafter called the "LESSEE", of the "Other Part". Whereas the LESSOR is absolute owner of the Residential House No. A16/1 Vasant Vihar, New Delhi-110057, hereinafter referred to as "THE PREMISES", which includes a basement, a parking, a ground, a first, a second and a third floors.

I

NOW THE INDENTURE WITNESSETH BETWEEN THE PARTIES AS FOLLOW:

That in consideration of the rent hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of both parties to be observed and performed by the "LESSOR" do hereby demise unto the said "LESSEE" the said premises, and to hold the demised premises for a total of five years commencing from 1st November, 2009 on a monthly rent of USD\$ 15,427 (fifteen thousand four hundred and twenty seven US dollars) with an annual increase of 8.75% cumulatively.

II

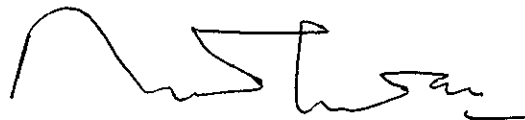
The "LESSEE" HEREBY CONVENANTS WITH THE LESSOR:

1. The LESSEE shall pay in advance six months rent at the time of signing of this lease agreement. The Lessee shall also give an interest free security of equivalent to two months rent as a deposit warranty, which shall be returned upon the termination of the contract in entirety in cheque.
2. The "LESSEE" shall pay from the date of commencement of the Lease of the said premises the charges for the consumption of electric power and light, water charges, gas pipeline charges, directly to the authorities concerned as per the bills



received, penalties, if any imposed by the authorities concerned of late payment or non payment by the LESSEE of the above bills and restoration charges for the same shall be paid by the LESSEE. A copy of bills pertaining to electricity, water and gas be returned to LESSOR after payment is made.

3. Not to sublet or otherwise part with the occupancy of the leased premises or any part thereof to any third party without the prior written consent of the LESSOR.
4. Not to carry out any structural changes, additions or alterations to or in the premises without prior written consent of the LESSOR. Likewise no alterations or redesign of the premises are to be undertaken by the LESSEE without prior written consent of the LESSOR. At the end of the lease, the LESSEE can separate and carry the materials that was used for betterment or alterations indicated before, that it does not cause any harm to the property on rent or well that they remain in favor of the LESSOR by paying to the LESSEE the value of the materials considering them separately.
5. To allow the LESSOR and/or their authorized representative, agent, surveyor, or workmen to enter into the demised premises for inspection or to carry out repairs on the directions of the Municipal or Governmental authorities, at reasonable times as and when necessary by prior appointment with the occupant of the demised premises.
6. To keep and maintain the premises in a clean, tidy and tenable condition in which the said premises was received by the LESSEE at the start of the lease term. The expenses derive from the normal use of the premises will be the responsibility of the LESSOR.
7. The LESSOR should paint and polish the premises once in two years.
8. On expiry or earlier termination of the Lease, to yield and deliver vacant possession of the demised premises unto the LESSOR in the same tenable condition as originally taken possession of, natural wear and tear and act of God exempted.
9. That the LESSOR will provide a full power backup which has to be fully capable of supplying enough electricity to run all electrical equipment that will be used by the Embassy. The terms of rental of the electric generator will be agreed upon in a separate text (annex I)
10. The LESSEE undertakes not to use the premises contrary to rules and regulations imposed by DDA, Municipal Authorities, the Govt. of India or such other authorities as may have jurisdiction and in the event of the demised premises being misused dealt with by the LESSEE in the manner contrary to the terms imposed by the DDA, Municipal Corporation, Local Government or other



Authority, the LESSEE shall pay all damages, costs or misuse charges, besides being liable for eviction.

11. The minor damages of the premises shall be undertaken by the LESSEE at their own cost, but in case of any major repairs either structural, sanitation or otherwise, shall be attended and undertaken by the LESSOR at their own cost who will assume the total cost of this kind of reparations.
12. The annual maintenance charges of Elevator and the Generator shall be paid by the LESSEE.
13. Rent is payable in advance on six months basis.

III

THE LESSOR CONVENANT WITH THE LESSEE :

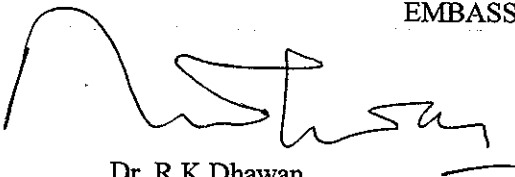
1. To permit the LESSEE to install air-conditioners, water coolers, telephones and other electrical appliances without change, alteration or damage to the original walls and masonry, wood structure and fittings and to remove the same at the termination of the Lease provided that any loss or damage caused thereby to the demised premises shall be fully restored and/or made good by the LESSEE on the expiration of the lease.
2. There shall be a lock-in-period of one year. Thereafter the LESSEE shall be at liberty to terminate the lease by giving three months notice in writing to the LESSOR before expiry of the lease term.
4. Diplomatic Clause: The LESSEE will have the right to terminate the Lease in giving at least 30 days advance notice, prior to the date of termination of the Lease, through a letter addressed to the LESSOR, in the event of closure of the Embassy of the Republic of Chile in India, for reasons of Institutional Order of the country to which the Embassy of Chile is accredited or due to unforeseen circumstances and security reasons. In such an eventuality, the LESSOR is liable to refund to the LESSEE the corresponding rent already paid by the LESSEE in advance, for the period not effectively used/ occupied by the LESSEE.
4. The present contract can be extended by another five years by mutually set out terms and conditions, once the LESSEE give written notice of being desirous of renewing the lease to the LESSOR at least four months prior of the expiry of the contract, and the LESSOR express in writing that is in accordance with it. The parties set forth that in case of not arriving at a satisfactory agreement within the



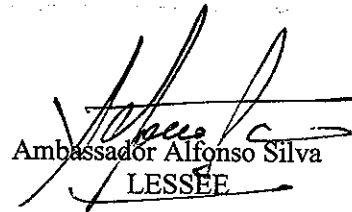
period of three months before the end of the lease, the LESSEE shall vacate the property immediately after the expiry of the aforesaid contract.

5. The LESSORS agree that the LESSEE can and will continue to be able to use the premises as residence and will hold the LESSEE use as a residence provided such action of authorities arises on account of any statutory default in connection with the demise premises in the part of the LESSOR.
6. In case during the term of the Lease agreement, if the LESSOR sells, transfers, bequeaths, quits or in any manner transfer ownership or control of the premises to any other person or any other party, this lease shall remain in effect for the full period of the lease.
7. That any notice required to be served upon the LESSEE shall be sufficiently served and given if delivered to it at the address first given above and duly acknowledged by them.
8. The LESSOR represent and warrant that they are fully empowered authorized and able to make this Lease and that they will hold the LESSEE free and harmless of any demands, claims paramount title, actions or proceedings by others in respect of the premises to be used as residence and that the LESSEE shall enjoy quiet, peaceful and undisturbed occupancy.
9. The eventual conflicts that could arise between the parties during the execution of the present contract will be amicably resolved by them. Nevertheless, if the best efforts of the parties continue the differences, the competent district court of justice will resolve said controversies.

IN WITNESS WHEREOF THE LESSOR AND THE LESSEE WITHIN NAMED
HAVE HEREUNTO SET THEIR RESPECTIVE HANDS TO THIS DEED OF LEASE
ON THIS DAY, OCTOBER 15TH, 2009. SIGNED SEALED AND STAMP AT THE
EMBASSY OF CHILE, NEW DELHI.



Dr. R.K Dhawan
LESSOR



Ambassador Alfonso Silva
LESSEE



Mr. Randeep Chandyoke
WITNESS



दिल्ली DELHI

LEASE DEED

H 706688

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AND

The State of Chile, represented by Mr. Alfonso Silva, Ambassador of Chile to India, Embassy of Chile in India, New Delhi, hereinafter called the "LESSEE", of the "Other Part". Whereas the LESSOR is absolute owner of the Residential House No. A16/1 Vasant Vihar, New Delhi-110057, hereinafter referred to as "THE PREMISES", which includes a basement, a parking, a ground, a first, a second and a third floors.

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NOW THE INDENTURE WITNESSETH BETWEEN THE PARTIES AS FOLLOW:

That in consideration of the rent hereinafter reserved and of the covenants and conditions hereinafter contained and on the part of both parties to be observed and performed by the "LESSOR" do hereby demise unto the said "LESSEE" the said premises, and to hold the

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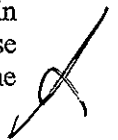
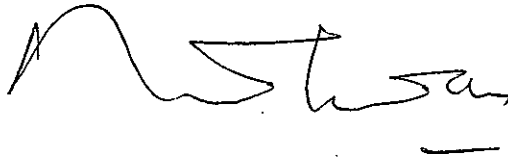
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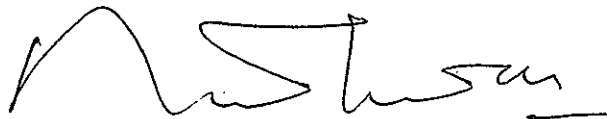


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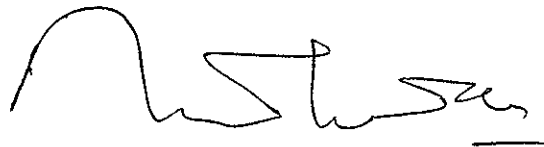
III

THE LESSOR CONVENANT WITH THE LESSEE :

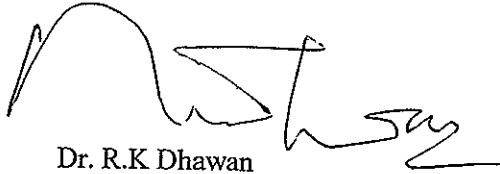
1. To permit the LESSEE to install air-conditioners, water coolers, telephones and other electrical appliances without change, alteration or damage to the original walls and masonry, wood structure and fittings and to remove the same at the termination of the Lease provided that any loss or damage caused thereby to the demised premises shall be fully restored and/or made good by the LESSEE on the expiration of the lease.



2. There shall be a lock-in-period of one year. Thereafter the LESSEE shall be at liberty to terminate the lease by giving three months notice in writing to the LESSOR before expiry of the lease term.
4. Diplomatic Clause: The LESSEE will have the right to terminate the Lease in giving at least 30 days advance notice, prior to the date of termination of the Lease, through a letter addressed to the LESSOR, in the event of closure of the Embassy of the Republic of Chile in India, for reasons of Institutional Order of the country to which the Embassy of Chile is accredited or due to unforeseen circumstances and security reasons. In such an eventuality, the LESSOR is liable to refund to the LESSEE the corresponding rent already paid by the LESSEE in advance, for the period not effectively used/ occupied by the LESSEE.
4. The present contract can be extended by another five years by mutually set out terms and conditions, once the LESSEE give written notice of being desirous of renewing the lease to the LESSOR at least four months prior of the expiry of the contract, and the LESSOR express in writing that is in accordance with it. The parties set forth that in case of not arriving at a satisfactory agreement within the period of three months before the end of the lease, the LESSEE shall vacate the property immediately after the expiry of the aforesaid contract.
5. The LESSORS agree that the LESSEE can and will continue to be able to use the premises as residence and will hold the LESSEE use as a residence provided such action of authorities arises on account of any statutory default in connection with the demise premises in the part of the LESSOR.
6. In case during the term of the Lease agreement, if the LESSOR sells, transfers, bequeaths, quits or in any manner transfer ownership or control of the premises to any other person or any other party, this lease shall remain in effect for the full period of the lease.
7. That any notice required to be served upon the LESSEE shall be sufficiently served and given if delivered to it at the address first given above and duly acknowledged by them.
8. The LESSOR represent and warrant that they are fully empowered authorized and able to make this Lease and that they will hold the LESSEE free and harmless of any demands, claims paramount title, actions or proceedings by others in respect of the premises to be used as residence and that the LESSEE shall enjoy quiet, peaceful and undisturbed occupancy.
9. The eventual conflicts that could arise between the parties during the execution of the present contract will be amicably resolved by them. Nevertheless, if the best efforts of the parties continue the differences, the competent district court of justice will resolve said controversies.



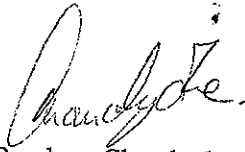
IN WITNESS WHEREOF THE LESSOR AND THE LESSEE WITHIN NAMED
HAVE HEREUNTO SET THEIR RESPECTIVE HANDS TO THIS DEED OF LEASE
ON THIS DAY, OCTOBER 15TH, 2009. SIGNED SEALED AND STAMP AT THE
EMBASSY OF CHILE, NEW DELHI.



Dr. R.K Dhawan
LESSOR



Ambassador Alfonso Silva
LESSEE



Mr. Randeep Chandyoke
WITNESS