

Rikio's Message on Earth-Loving Oases N.5

Respecting national and all humankind interests

May world people understand, love
and further fraternize with each other

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Harmony, Respect, Love, Good, Beauty
和[wa] 敬[kei] 愛[ai] 善[zen] 美[bi]
Life, Conscience, Truth, Cleanliness, Delight
Happiness, Health, Success, Security, Calm
Faith, Courage, Self-Control, Non-enmity, Mercy
Kindness, Thanks, Consideration, Reflection, Forgiveness
Rule of Law, Peaceful Settlement, Disarmament,
Restriction of Sovereignty, World Federation

Let's create many Earth-Loving Oases

Earth-Loving Oases (ELO) must be established
so that all the members might participate in them,
each participant getting profits and feeling happiness!!

I have already shown my draft UNDERSTANDING between Brazilian construction company Lavvi in San Paulo and ELFO Pres. Edmario (N.4 Meassase of SEP 11, 2023).

In order to promote, around the world, creation of Earth-Loving Oases provided for in ELFO Charter, Article 3, and members' accommodation activities, in SEP 8, 2023 here in general form I presented one of the typical UNDERSTANDINGS between a construction company and ELFO's Representative there in a given country. Today (SEP 20, 2023) I added some articles to it, elaborating the concept of the ELO more in detail. **Please use it for your economic activities and benefits.**

If investment interest is more or less higher than that in a given country where the investors live, it is possible that they will invest capital in creation of the ELO. Many ELFO members would like to involve in it.

It is presupposed that the Representative is an ELFO member, and manages and operate the Earth-Loving Oasis in a given city or town. I am very happy if many ELFO members will be interested in accommodation business, and invest in this business. Now see my revised draft:

This time I added my comment (*italic*) on many Articles, contracting party may regard some of my comments as obligatory when they conclude an official contract, may conclude a contract in accordance with real situation. Anyway one of the typical models is as follows:

Contract among an owner of property, ELFO member XX, and ELFO Pres. XX concerning creation of an ELO (Earth-Loving Oasis) in the XX (city or town)

The owner may be a constructor company, which has not completed construction of flats, completed it, or owner of old mansion where students or other inhabitants live. On the other hand, the other party may be a national Representative of a given country, President of national ELFA (Earth-Loving Friendly Association), or a common ELFO member who is willing to be a manager of the property to be transferred to the member.

For the purpose of creating ELO in XX place (city, town, or village) the owner (hereinafter referred to as the XX) and ELFO member-buyer (hereinafter may be referred to as the member), and ELFO President XX agreed to the present contract as follows.

Chapter 1. A flat and a room

Article 1. The most wanted Flat of the ELFO member-buyer of XX m²

ELFO member-buyer XX will purchase a flat, plan of which is shown to the right, if the flat will have 2 entrances one of which is for ELFO member XX, the other is for the guests. Likewise the flat will be divided into 2 parts for the ELFO member and for guests.

Article 2. Another Flat of XX m²

If the above alteration of plan is impossible, the ELFO member will purchase another smaller flat (left pic.). In this case, in principle, the member will not use this flat for accommodation but neighbouring rooms and/or flats on his and/or other floors in accordance with agreements with them.

The above 2 Articles may be applied when a large building is under construction or planning. But if ELFO member has certain amount of cash, and if it is easy for the member to invite investors, the member may buy not a flat(s), but all the property as I bought Sumikawa HOUSE (pic.).



Chapter 2. The most favoured person

Article 3. Consideration of ELFO member-buyer's firm determination

Considering the ELFO member-buyer's firm determination of great contribution for the Owner XX provided for in Article 9~11 and to promote the ELO not only here, but also around the world, the Owner XX shall treat him as one of the most favoured persons in relations with the owner as stipulated in the next 2 Articles.

This Article as well as most of the following ones are presupposed to be applied to the case of large scale of building.

Article 4. An initial contribution [deposit 頭金] of XX %

Though minimum of an initial contribution [a key money] is usually XX% of price of the owner's properties, the ELFO member-buyer may pay xx % of it at the time of conclusion of the present contract with the owner or at the time agreed to.

This Article may be applied to buying small-scale of mansion or apartment. In my case of buying Sumikawa House, a Japanese bank wanted me to pay about 10% of the price as initial security. The percentage proposed in my draft is also 10%.

Article 5. The remainder of the loan

The remainder [balance 残金] may be paid to the owner by ELFO-buyer over XX months (XX years) with interest, though it is usually xx months by owner's standard, provided that when his income can be estimated enough for refunding the balance, the owner may claim earlier payment.

Article 6. 90% of Security [mortgage 担保]

The above loan shall be secured on ELFO member's flat.

90 % of the price of the flat shall be secured for the owner, and shall be the base of counting the member's loan and interest. For 3 years Edmario may pay with low interest on the basis of a simple interest table.

The low interest will be agreed between the owner and Edmario.

If you have certain amount property, the owner or a bank may wish more security, which is reasonable.

Article 7. The other 10 % of security

The other 10 % of the price of the flat shall be secured for an Investor or Representative of lenders such as investors, banks, ELFO members or other persons who are ready to accommodate the member with 10 % of the price of the Flat. The member-buyer and the ELFO shall make efforts to find the above Investor or Representative, and other possible investors.

The Member shall refund the debt with interest within 10 years. Interest to be paid to the lenders shall be, in order to heighten investment incentive, a higher than the average bank interest in the lender's country. The exact interest ratio and the refund period will be decided by agreement between the Member-buyer and the lenders.

A former phrase of the standard was "higher than the average bank interest in the USA", but I revised it more reasonably as "higher than the average bank interest in the lender's country".

Article 8. Transfer of real right

After the ELFO member-buyer pays the above-mentioned initial contribution to the owner, the real right of the flat will be transferred to the member when both of them recognize that there is no legal problem. From that day the member and his family may live there, use it, including use as BNB business.

Chapter 3. Brokerage

Article 9. Brokerage to be paid by the owner to the ELFO member- buyers

Although Edmario is the most favoured person in relations with the Lavvi, all the ELFO members may receive the same ratio of brokerage from the Lavvi on succeeding in inviting people to buy Lavvi's properties. On the other hand, Edmario as well as any such member may receive brokerage of different sum from buyer in accordance with their agreement.

Article 10. ELFO-memberbuyer's co-broker

Regarding properties in owner's property, not only ELFO-member-buyer may choose a co broker (s) with the member, but also any other ELFO member may nominate another person as one's co-broker, concluding a contract with them respectively.

Chapter 4. Individual and General Lists

Article 11. Buyers' names to be opened

In order to evade unnecessary concurrence and to promote prompt fair transaction, when inquired, ELFO Member-buyer and/or the owner will inform ELFO members of names in its individual List of buyers or possible buyers in negotiation.

If an ELFO member, with an intention to be a broker, talks directly with a possible buyer not named in the above Individual List, and the latter talks afterwards with the owner, brokerage shall be paid in any case by both owner and the buyer to that ELFO member-broker when a contract is concluded between the owner and the buyer.

Article 12. Respect of Persons named in General List

Both the owner and ELFO Member-buyer shall respect those cooperators' readiness, whose names are mentioned in General List of cooperators such as investors, banks, brokers etc. wishing to involve in ELFO members' business, which is in the custody of ELFO Secretary-General.

Article13. Priority of General List to Individual List

Both the owner and the ELFO member-buyer shall respect priority of the General List to the Individual List, especially if in the General List cooperators' intention is described clearly, regarding a given or future plan.

Chapter 5. Duties of the most favoured person

Article 14. Conditions for the most favored person

While the ELFO member-buyer is indebted to the owner, the member shall make utmost efforts to sell flats and other spaces in this building, at least XX flats or rooms in a year, sum of which space will be more than XX m². Even if the member cannot realize one's sale goal, he will be immune from bad treatment.

Here 'bad treatment' includes in it decrease of time wage, and decrease of services given by the owner etc.

Article 15. The most favored owner

While the ELFO member-buyer remains as ELFO President, Representative or Vice-Representative of Earth-Loving Oases in one's country or local place, President of one's national Earth-Loving Association, the ELFO member-buyer and the ELFO shall make efforts, when the owner constructs a building not only in other cities in that country, but also in foreign countries, to treat the owner also as **one of the most favored company** to be estimated as experienced in accommodation business of ELFO members.

It implies that when, for example, our ELFO or its member want to involve in BNB business or hotel business in Rio de Janeiro, we shall talk, first of all, with the Lavvi.

Article 16. The most favored person's service of XX hours

While the ELFO member-buyer remains indebted to the owner, the member shall help the owner sell flats and other spaces in this building, if necessary, working for the owner, with reasonable remuneration, at least XX hours a day, excluding Saturday and Sunday.

A contract of employment will be concluded by talk and an agreement between the owner and the ELFO member-buyer.

Article 17. The ELFO's duties

The ELFO will cooperate with the owner and the ELFO member-buyer as much as possible in developing the ELO in a given place (city, town, or village) from the first stage, provided that the ELFO itself will not be responsible for the owner's and the ELFO member-buyer's obligations and immune from financial aid for them.

Article 17 stipulates, " The ELFO will cooperate with the owner and the ELFO member-buyer as much as possible in developing the ELO in a given place". What does it mean? It implies that ELFO will cooperate with them voluntarily. For example, you see, I pay a lot of time for formulating a contract for the Lavvi and Edmario.

I expect you to understand, however, that at present stage and in the near future ELFO itself will not engage in commercial activities: it will not produce its commercial goods, will not invest capital in some fields, will not transfer money for transaction, will not issue check in its name etc.

Chapter 7. Cancellation of Understanding

Article 18. A previous notice

A contracting party shall inform previously the other party of one's wish to cancel the present contract at 5 month's notice. If the ELFO member-buyer do it, the member and the ELFO shall make an effort to find another ELFO member who is ready to buy the ELFO member-buyer's flat and to do hotel business or BNB business, living there.

In our life sudden cancellation is troublesome, it is the same with accommodation business.

Article 19. Public auction

If no one wants to buy the ELFO member-buyer's flat, it shall be sold at auction. The amount of money obtained for the flat sold by auction shall be refunded fairly to the owner and the other creditors concerned.

Even after auction the ELFO member-buyer shall remain responsible for refunding interested persons' remainder of damage caused by his cancellation of present Understanding.

The former phrase of "remainder of damage" was revised as "remainder and damage".

Chapter 6. Final clauses

Article 20. Settlement of conflict

It is very desirable that if the owner and the ELFO member-buyer cannot settle their

conflict, both of them agree to submit the case to ELFO OJCAC (One Judge Commerce Arbitration Court) which President is an Indian Ass. Prof. Mr. Singh. If they do not agree to it, they shall submit the case to conciliation in a local court, and regard its award as final settlement.

Article 21. Effectuation of the present contract

Present contract comes into force at the time when the owner, the ELFO member-buyer, and the ELFO agree to all the Articles of the present contract even if it is concluded by email.

DONE in XX city, in XX month, XX day, XX year

Owner's names: (sign)

Its address, tel., email address

ELFO member-buyer's name: (sign)

His address, tel., email address

ELFO President's name: (sign)

His address, tel., email address