

## **ORDER No. 04/2006/L-CTN OF JULY 12, 2006, ON THE PROMULGATION OF LAW**

THE PRESIDENT OF THE SOCIALIST REPUBLIC OF VIETNAM

*Pursuant to Articles 103 and 106 of the 1992 Constitution of the Socialist Republic of Vietnam, which was amended and supplemented under Resolution No. 51/2001/QH10 of December 25, 2001, of the X<sup>th</sup> National Assembly, the 10<sup>th</sup> session;*

*Pursuant to Article 91 of the Law on Organization of the National Assembly;*

*Pursuant to Article 50 of the Law on Promulgation of Legal Documents,*

PROMULGATES:

The Law on Real Estate Business,

which was passed on June 29, 2006, by the XI<sup>th</sup> National Assembly of the Socialist Republic of Vietnam at its 9<sup>th</sup> session.

President of the Socialist Republic of Vietnam

*NGUYEN MINH TRIET*

## **LAW ON REAL ESTATE BUSINESS**

*(No. 63/2006/QH11)*

*Pursuant to the 1992 Constitution of the Socialist Republic of Vietnam, which was amended and supplemented under Resolution No. 51/2001/QH10 of December 25, 2001, of the X<sup>th</sup> National Assembly, the 10<sup>th</sup> session;*

*This Law provides for real estate business activities.*

### Chapter I

#### GENERAL PROVISIONS

##### **Article 1.-** Governing scope

This Law provides for real estate business activities; rights and obligations of organizations and individuals conducting real estate business activities and real estate transactions related to real estate business.

##### **Article 2.-** Subjects of application

1. Organizations and individuals conducting real estate business activities in Vietnam.
2. Organizations and individuals involved in real estate business activities in Vietnam.

##### **Article 3.-** Application of law

1. Real estate business activities and the management of these activities must comply with the provisions of this Law and relevant provisions of law.
2. For particular cases of real estate business activities provided for in other laws, the provisions of those laws apply.

3. When a treaty to which the Socialist Republic of Vietnam is a contracting party contains provisions different from those of this Law, the provisions of that treaty prevail.

**Article 4.-** Interpretation of terms

In this Law, the terms below are construed as follows:

1. *Real estate business activities* include real estate dealing and real estate service dealing.
2. *Real estate dealing* means investing capital in the creation, purchase, acceptance of transfer, lease or hire- purchase of real estate for sale, transfer, lease-out, sublease or sale on hire-purchase for profit purposes.
3. *Real estate service dealing* means activities of supporting real estate dealing and real estate market, including real estate brokerage, valuation, transaction floor, consultancy, auction, advertisement and management services.
4. *Real estate transactions related to real estate dealing* means the sale, purchase, transfer, lease and hire- purchase of real estate between organizations or individuals not dealing in real estate and those dealing in real estate.
5. *Real estate transaction floor* means the place where real estate transactions take place and services are provided for real estate dealing.
6. *Real estate auction* means the public sale and transfer of real estate for selection of purchasers or transferees that make the highest bids according to property auction procedures.
7. *Sale and purchase and transfer of real estate by deferred payment or installment payment* means the purchase, sale or transfer of real estate whereby the purchasers or transferees may make deferred or installment payment for the purchase or transfer of real estate within the terms agreed upon in contracts.
8. *Sale and purchase of prospective houses or construction works* means the sale and purchase of houses or construction works which have not yet been created or are being created at the time of signing contracts according to project dossiers, construction drawing designs and specific schedules.
9. *Real estate valuation* means activities of advising on or determining prices of a specific realty at a given point of time.
10. *Real estate valuation deed* means a document showing the results of real estate valuation and made at the client's request by an organization or individual dealing in real estate valuation service.
11. *Real estate management service* means activities of organizations or individuals dealing in real estate services that are authorized by real estate owners or users to preserve, maintain, look after, operate or exploit real estate under real estate management contracts.
12. *Hire-purchase of houses or construction works* means a form of real estate dealing whereby the hirers shall become owners of houses or construction works being on hire-purchase after fully paying hire-purchase money under hire-purchase contracts.

**Article 5.-** Principles for real estate business activities

1. Organizations and individuals conducting real estate business activities are equal before law; and free to reach agreement on the basis of respect for legitimate rights and interests of the parties involved in real estate business activities through contracts but not in contravention of law.
2. Real estate put into business must meet all the conditions provided for by this Law and relevant laws.
3. Real estate business activities must be public and transparent.

**Article 6.-** Types of real estate put to business

1. Real estate put to business includes:
  - a/ Houses and construction works specified by the construction law;
  - b/ Land use rights allowed to be traded in the real estate market under the provisions of the land law;
  - c/ Other types of real estate as provided for by law.
2. Based on the socio-economic development situation, the real estate market and international economic integration roadmap, the Government shall make a detailed list of realties defined in Clause 1 of this Article, which may be put to business.

**Article 7.-** Conditions for real estate to be put to business

1. Houses or construction works put to business must meet the following conditions:
  - a/ Being permitted for business;
  - b/ Having quality as required by the construction law, for newly-built houses or construction works; for used houses or construction works, the quality requirements are agreed upon in contracts by involved parties;
  - c/ Being free from ownership dispute;
  - d/ Being not distrained for judgment execution or execution of administrative decisions of competent state agencies;
  - e/ Not lying in the areas where construction is banned under the provisions of the construction law;
  - f/ Being accompanied with dossiers comprising certificates of house or construction work ownership, land use right certificates or lawful papers evidencing the ownership right or use right according to the provisions of law, for existing houses and construction works; construction permits or project dossiers and construction drawing designs which have been approved, for houses or construction works under construction; construction drawing designs, construction completion records and after-test acceptance records, for houses or construction works under projects on new urban centers, dwelling houses or infrastructure of industrial parks without ownership or use right certificates; project dossiers, construction drawing designs and construction schedules, which have been approved, for prospective houses or construction works.
2. Land use rights put to business must meet the following conditions:

- a/ Being permitted for business;
  - b/ Being accompanied with valid papers evidencing land use rights as prescribed by law;
  - c/ Being dispute-free;
  - d/ Having a land use term not yet expired;
  - e/ Being not distrained for judgment execution or execution of administrative decisions of competent state agencies;
  - f/ In case of transfer or lease of land use rights under projects on new urban centers, dwelling houses or technical infrastructure of industrial parks, there must be infrastructure works corresponding to the contents and schedules of the approved projects.
3. Other realties specified at Point c, Clause 1, Article 6 of this Law must meet all the conditions set by the Government in order to be put to business.

**Article 8.-** Conditions for organizations and individuals conducting real estate business activities

- 1. When dealing in real estate, organizations and individuals are required to establish enterprises or cooperatives, have legal capital and make real estate business registration in accordance with the provisions of law.
- 2. Except for the case specified in Clause 3 of this Article, when dealing in real estate services, organizations and individuals are required to establish enterprises or cooperatives and register the real estate service dealing in accordance with law.

An organization or individual is required to have at least one person possessing a real estate brokerage certificate, if dealing in real estate brokerage service; at least two persons possessing real estate valuation certificates, if dealing in real estate valuation service; at least two persons possessing real estate brokerage certificates, if dealing in real estate transaction floor service and at least two persons possessing real estate valuation certificates, if concurrently dealing in real estate valuation service.

- 3. Individuals independently dealing in real estate brokerage services must make business registration in accordance with the provisions of law and possess real estate brokerage certificates.

**Article 9.-** Scope of real estate business activities of domestic organizations and individuals

- 1. Domestic organizations and individuals may deal in real estate within the following scope:
  - a/ Investing in the creation of houses or construction works for sale, lease or hire-purchase;
  - b/ Buying houses or construction works for sale, lease or hire-purchase;
  - c/ Leasing houses or construction works for sublease;

d/ Investing in land reclamation and infrastructure works on leased land for the lease of land with infrastructure;

e/ Accepting the transfer of land use rights, investing in infrastructure works for transfer or lease; leasing infrastructure-associated land use rights for sublease.

2. Domestic organizations and individuals may deal in real estate services within the following scope:

a/ Real estate brokerage service;

b/ Real estate valuation service;

c/ Real estate transaction floor service;

d/ Real estate consultancy service;

e/ Real estate auction service;

f/ Real estate advertisement service;

g/ Real estate management service.

**Article 10.-** Scope of real estate business activities of foreign organizations and individuals and overseas Vietnamese

1. Foreign organizations or individuals and overseas Vietnamese may deal in real estate and real estate services within the followings cope:

a/ Investing in the creation of houses or construction works for sale, lease or hire-purchase;

b/ Investing in land reclamation and infrastructure works on the leased land for the lease of land with infrastructure;

c/ Dealing in real estate services in accordance with Clause 2, Article 9 of this Law.

2. Beyond the scope defined in Clause 1 of this Article, based on the provisions of this Law, the Land Law, the Housing Law, the Investment Law and relevant legal documents, the Government shall specify other real estate business activities of foreign organizations and individuals and overseas Vietnamese in compatibility with socio-economic conditions in each period and the international economic integration roadmap.

**Article 11.-** Public disclosure of information on real estate put to business

1. Organizations and individuals dealing in real estate shall publicly disclose information on real estate put to business.

2. Information on real estate must be made public on real estate transaction floors and the mass media.

3. Contents of information on a realty include:

a/ Type of the realty;

b/ Position of the realty;

c/ Information on planning related to the realty;

d/ Size and area of the realty;

- e/ Characteristics, nature, utilities and quality of the realty;
- f/ Actual conditions of infrastructure works, technical and social services related to the realty;
- g/ Legal status of the realty, including dossiers, papers on the realty ownership and use rights and papers related to the creation of the realty; history of the realty ownership and use;
- h/ Restrictions (if any) on the realty ownership and use rights;
- i/ Sale, transfer, lease and hire-purchase prices of the realty;
- j/ Rights and interests of a concerned third party;
- k/ Other information.

**Article 12.-** Real estate business investment policies

1. The State shall encourage organizations and individuals of all economic sectors to invest in real estate business in line with the national and local socio-economic development objectives in each period.
2. The State shall encourage and adopt policies to support organizations and individuals dealing in real estate to invest in the setting up of housing funds for the sale of houses by deferred payment or installment payment, for lease or hire-purchase to persons with meritorious services to the revolution, to poor people or low-income earners; and to invest in infrastructure of industrial parks for the lease of grounds for production.
3. The State shall invest in the building of technical infrastructures outside fences of projects; social infrastructures and head offices of state agencies within the scope of projects; support investment in the building of technical works inside fences of projects entitled to investment preferences.
4. The State shall invest and encourage organizations and individuals to invest in urban public works related to real estate business investment projects.
5. The People's Committees of localities where exist real estate business investment projects shall create conditions for project owners to conduct ground clearance.
6. The State shall exempt or reduce land use levies or land rents for land areas affixed with infrastructures to be transferred to the State, infrastructures for non-business purposes or condominiums for policy beneficiaries.
7. State credit institutions shall provide preferential loans for investment projects on construction of houses for lease, hire-purchase or sale to persons with meritorious services to the revolution, to poor people, low-income earners, students and workers in industrial parks or export-processing zones.
8. The State shall adopt mechanisms and policies to stabilize the real estate market in case of fluctuations, thereby guaranteeing benefits of investors and clients.

**Article 13.-** Responsibilities for the state management of real estate business activities

1. The Government shall perform the unified state management of real estate business activities.

2. The Ministry of Construction is answerable to the Government for performing the state management of real estate business activities.

3. Ministries and ministerial-level agencies shall, within the ambit of their tasks and powers, coordinate with the Ministry of Construction in performing the state management of real estate business activities as assigned by the Government.

4. People's Committees at all levels shall perform the state management of real estate business activities in their respective localities as decentralized by the Government.

**Article 14.-** Sale, purchase and transfer of real estate by mode of advance payment, deferred payment or installment payment

1. Real estate business project investors and clients may agree in contracts on sale and purchase of prospective houses or construction works by mode of advance payment and shall adhere to the following principles:

a/ Advance payment shall be made many times whereby the first-time payment shall be made only when investors have built infrastructure in service of the real estate according to the approved project contents and schedules and subsequent payments shall be made according to investment execution schedules for the creation of real estate;

b/ Investors are required to use for proper purposes advances made by clients for investment in the creation of real estate;

c/ Clients making advances are entitled to sale or transfer prices at the time of signing contracts, unless otherwise agreed upon by involved parties;

d/ When investors hand over real estate later than the deadlines stated in contracts, they shall be answerable to clients under contracts and pay the latter an interest on the advances, to be calculated according to the commercial banks' lending interest rates at the time of handover of the real estate, corresponding to the duration beyond the deadlines;

e/ When clients fail to abide by their contractual commitments on advance payment, they shall be answerable to investors according to contracts and pay the latter an interest on the delayed amount, to be calculated according to the commercial banks' lending interest rates at the time of payment, corresponding to the duration of delay;

f/ The selection of a commercial bank's lending interest rate specified at Point d and e of this Clause must be agreed upon in contracts.

2. The involved parties may agree in a contract on the sale, purchase and transfer of a realty by mode of deferred or installment payment and shall adhere to the following principles:

a/ The money amount to be delayed or paid by installments; the time limit for deferred or installment payment must be agreed upon in the contract;

b/ The seller or the transferor may reserve the realty ownership or use right till the purchaser or transferee has fully paid the money and fulfilled other contractual obligations, unless otherwise agreed by the involved parties;

c/ The realty purchaser or transferee may use and have the ownership or use right over that realty after having fully paid the money therefor and fulfilled other contractual obligations, unless otherwise agreed by the involved parties.

**Article 15.-** Real estate associations

1. Real estate associations are established by organizations or individuals involved in real estate business on the basis of their voluntariness. Real estate associations shall protect the legitimate rights and interests of their members, join in the elaboration, dissemination and popularization of the real estate business law, contributing to the development of a healthy real estate market.

2. The organization and operation of real estate associations shall comply with the law on associations.

**Article 16.-** Prohibited acts

1. Dealing in real estate without business registration; conducting real estate brokerage or valuation without certificates as required by this Law.

2. Supplying untruthful information on real estate.

3. Committing frauds, deception in real estate business activities.

4. Illegally mobilizing or appropriating capital of real estate purchasers, lessees, hirers or contributors of real estate business investment capital.

5. Failing to fulfill financial obligations towards the State.

6. Taking advantage of the State's preferential policies to conduct illegal real estate business activities.

7. Issuing real estate brokerage or valuation certificates in contravention of the provisions of this Law.

8. Collecting charges, fees and money amounts related to real estate business activities in contravention of the provisions of law.

9. Abusing one's positions and/or powers for self-seeking purposes or illegally intervening in real estate business activities.

10. Other acts prohibited by law.

**Article 17.-** Handling of violations

1. Organizations and individuals violating the provisions of this Law shall, depending on the nature and severity of their violations, be disciplined, administratively sanctioned or examined for penal liability, and, if causing damage, pay compensation in accordance with the provisions of law.

2. Organizations and individuals conducting real estate business activities without business registration certificates shall be suspended from operation, administratively sanctioned and retrospectively pay taxes in accordance with the provisions of law.

3. Individuals conducting real estate brokerage or valuation without real estate brokerage or valuation certificates shall be suspended from operation, administratively



sanctioned and not be granted those certificates for three years from the date a sanctioning decision is issued.

4. Individuals who are granted real estate brokerage or valuation certificates but fail to strictly observe the contents of those certificates shall be administratively sanctioned in form of caution or fine; be suspended from operation if committing first-time recidivism; and if committing recidivism for the second time, have their certificates withdrawn and not be re-granted those certificates for five years from the date a sanctioning decision is issued.

5. The Government shall specify administrative sanctions in real estate business activities.

## Chapter II

### DEALING IN HOUSES AND CONSTRUCTION WORKS

#### Section 1. INVESTMENT IN CREATION OF HOUSES OR CONSTRUCTION WORKS FOR BUSINESS

**Article 18.-** Investment in the creation of houses or construction works for business

1. Organizations and individuals dealing in real estate may invest in the creation of houses or construction works for business in the following forms:

a/ Investment in the construction of houses or construction works;

b/ Investment in the renovation or repair of existing houses or construction works.

2. Organizations and individuals investing in the creation of houses or construction works for business shall comply with construction plannings approved by competent state agencies.

3. Organizations and individuals investing in the construction of new urban areas, residential quarters or technical infrastructures of industrial parks are required to have investment projects. The selection of investors for projects on new urban areas, residential quarters or technical infrastructures of industrial parks shall comply with the provisions of the construction and bidding law. Project investors are required to have financial capability for execution of projects.

**Article 19.-** Rights of investors of projects on new urban areas, residential quarters or technical infrastructures of industrial parks

1. To propose projects on new urban areas, residential quarters or technical infrastructures of industrial parks to state agencies competent to permit investment in the construction thereof for business.

2. To invest in construction of technical infrastructures, construction works and houses in strict compliance with detailed plannings of 1/500 scale of the projects already approved by competent state agencies.

3. To participate in the auction of land use rights or bidding for execution of projects on new urban areas, residential quarters or technical infrastructures of industrial parks.

4. To introduce and disseminate information on projects of which they are investors so as to attract and call for other investors to invest in the projects.

5. To sell, lease or sell on hire-purchase houses or construction works and transfer or lease infrastructure-associated land use rights under approved projects; in case of transfer of the whole projects to other investors, to comply with the provisions of Article 21 of this Law.
6. To enjoy exemption, reduction or deferred payment of land use levies based on project schedules and characteristics of houses or construction works and in accordance with the provisions of law.
7. To manage and supervise other investors in projects for construction investment in the very approved projects and in accordance with the provisions of the construction law.
8. To enter in joint venture or business cooperation for execution of projects with domestic or foreign organizations or individuals or with overseas Vietnamese.
9. To mobilize capital in accordance with law.
10. Other rights as provided for by law.

**Article 20.-** Obligations of investors of projects on new urban areas, residential quarters or technical infrastructures of industrial parks

1. To elaborate detailed plannings of 1/500 scale for projects and submit them to competent state agencies for approval in accordance with the provisions of the construction law.
2. To make direct investment in the construction of a synchronous technical infrastructure system compatible with that of the surrounding areas according to the project execution schedule; to invest in building houses or construction works according to plannings and contents of the approved projects.
3. To ensure financial sources for execution of projects according to the approved schedule; when clients' advances are mobilized, to comply with the provisions of Clause 1, Article 14 of this Law.
4. To manage the construction of houses or works under projects in which they invest by themselves or in cooperation with other investors in strict compliance with detailed construction plannings of 1/500 scale and other contents of the approved projects.
5. To take responsibility for the quality of houses or construction works in accordance with the provisions of the construction law.
6. To sell, lease or sell hire-purchase houses or construction works, to transfer or lease infrastructure-associated land use rights according to the approved projects.
7. To fill in procedures for establishment of land use rights and ownership rights to houses or construction works already sold or transferred to clients; to fill in procedures for handover of technical infrastructures under the approved projects.
8. To keep and deposit for archival purpose project dossiers, design dossiers and construction completion dossiers of houses or construction works in accordance with the provisions of law.

9. To observe the reporting regime according to law and submit to inspection and examination by competent state agencies.

10. Other obligations as provided for by law.

**Article 21.-** Transfer of entire projects on new urban areas, residential quarters or technical infrastructures of industrial parks

1. The transfer of entire projects on new urban areas, residential quarters or technical infrastructures of industrial parks must be approved in writing by competent state agencies.

2. Investors-transferees must be organizations or individuals dealing in real estate that satisfy the conditions specified in Clause 1, Article 8 of this Law. Investors-transferees shall fulfill all obligations of investors-transfersors.

3. The transfer of entire projects on new urban areas, residential quarters or technical infrastructures of industrial parks must be conducted on the basis of written contracts.

4. The Government shall specify the transfer of entire projects on new urban areas, residential quarters or technical infrastructures of industrial parks.

## Section 2. SALE AND PURCHASE OF HOUSES OR CONSTRUCTION WORKS

**Article 22.-** Principles for sale and purchase of houses or construction works

1. Houses and construction works for sale and purchase include those which already exist, are under construction or are to be created in the future according to the approved projects, designs and schedules.

2. Organizations and individuals dealing in real estate shall sell houses or construction works through real estate transaction floors.

3. The sale of houses or construction works accompanied with the transfer of land use rights is provided for as follows:

a/ For villas and separate houses in urban areas, the land use rights must be transferred together with the sale of houses or construction works;

b/ For other houses and construction works, the land use rights shall be transferred in accordance with the land law.

In case of sale of a condominium apartment or part of a condominium, it must be associated with land use rights, shared facilities and equipment and facilities of the condominium, which are under common ownership.

4. The sale of houses or construction works must be accompanied with dossiers on those houses or construction works, which include papers on their creation, ownership right, changes and legal status.

5. The sale and purchase of houses or construction works must be conducted on the basis of written contracts under the provisions of this Law and relevant provisions of law; in case of sale of prospective houses or construction works, the involved parties shall agree in their contracts on selling and purchasing prices at the time of signing contracts, regardless of the time of handover of houses or construction works.

**Article 23.-** Warranty for the sold houses or construction works

1. The seller shall provide warranty for a house or construction work sold to the purchaser, unless otherwise agreed by the two parties. The warranty contents, duration and mode shall be agreed by the two parties in the contract.
2. Within the warranty time limit, the seller shall repair and remedy defects or damage of the house or construction work, including equipment and shared facilities of a condominium, and ensure their quality standards according to legal provisions or contractual agreements.
3. For new houses or construction works, the warranty duration must not be shorter than that prescribed for construction works by the construction law.

**Article 24.-** Rights of the house or construction work seller

1. To demand the purchaser to fully pay money according to the payment time limit and mode stated in the contract.
2. To request the purchaser to take over the house or construction work according to the time limit agreed upon in the contract.
3. To request the purchaser to pay compensation for damage caused due to its fault.
4. To unilaterally terminate or revoke the contract when the purchaser breaches the conditions for unilateral termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law.
5. Other rights as provided for by law.

**Article 25.-** Obligations of the house or construction work seller

1. To provide sufficient and truthful information on the house or construction work and take responsibility for that information.
2. To hand over the house or construction work to the purchaser according to the time limit, quality and other conditions agreed upon in the contract, together with the relevant dossier and use instructions; to transfer the house or construction work ownership right and land use right.
3. To provide warranty for the sold house or construction work in accordance with Article 23 of this Law.
4. To pay compensation for damage incurred by its fault.
5. To fulfill tax and other financial obligations in accordance with law.
6. Other obligations as provided for by law.

**Article 26.-** Rights of the house or construction work purchaser

1. To take over the house or construction work together with its ownership right certificate, land use right certificate, relevant dossiers and papers.
2. To request the house or construction work seller to complete relevant sale procedures and to transfer the house or construction work ownership right associated with land use right.

3. To request the house or construction work seller to provide warranty under the provisions of Article 23 of this Law.
4. To request the house or construction work seller to pay compensation for damage incurred by the handover of that house or construction work beyond time limit, with improper quality or in contravention of other contractual commitments.
5. To unilaterally terminate or revoke the contract when the house or construction work seller breaches the conditions for unilateral termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law.
6. Other rights as provided for by law.

**Article 27.-** Obligations of the house or construction work purchaser

1. To pay money to the house or construction work seller according to the payment time limit and mode agreed upon in the contract.
2. To take over the house or construction work together with its dossier strictly according to the quality standards and time limit agreed upon in the contract.
3. To use the house or construction work strictly according to their utilities and designs.
4. To pay compensation for damage incurred by its fault.
5. Other obligations as provided for by law.

**Section 3. LEASE OF HOUSES OR CONSTRUCTION WORKS**

**Article 28.-** Principles for lease of houses or construction works

1. Houses or construction works for lease must already exist.
2. Organizations and individuals dealing in real estate shall lease houses or construction works through real estate transaction floors.
3. Houses or construction works for lease must ensure quality, safety, environmental sanitation and other necessary services so that they can be put into normal operation and use according to their utilities, designs and to contractual agreements.
4. The lease of houses or construction works shall be effected under contracts in accordance with this Law and relevant laws.

**Article 29.-** Rights of the house or construction work lessor

1. To request the lessee to preserve and use the house or construction work according to its utilities, designs and contractual agreements.
2. To request the lessee to pay rent according to the payment time limit and mode agreed upon in the contract.
3. To request the lessee to return the house or construction work upon the expiration of the lease term.
4. To request the lessee to pay compensation for damage or repair damage caused by the lessee.

5. To unilaterally terminate or revoke the contract when the lessee breaches the conditions for unilateral termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law.

6. Other rights as provided for by law.

**Article 30.-** Obligations of the house or construction work lessor

1. To provide sufficient and truthful information on the house or construction work and take responsibility for that information.

2. To hand over the house or construction work to the lessee according to the contract and guide the latter to use the house or construction work according to its utilities and designs.

3. To maintain and repair the house or construction work periodically or under contractual agreements.

4. To pay compensation for damage incurred by its fault.

5. To fulfill tax and other financial obligations in accordance with law.

6. Other obligations as provided for by law.

**Article 31.-** Rights of the house or construction work lessee

1. To request the lessor to supply sufficient and truthful information on the house or construction work.

2. To take over the house or construction work according to contractual agreements; to use the house or construction work within the lease term.

3. To sublease the house or construction work if it is so agreed upon in the contract or consented by the lessor in writing.

4. To continue leasing the house or construction work under the conditions agreed upon with the lessor when the house or construction work changes hand.

5. To request the lessor to repair the house or construction work on lease if it is damaged; to request the lessor to pay compensation for damage incurred by the lessor's fault.

6. To unilaterally terminate or revoke the contract when the lessor breaches conditions for unilateral termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law.

**Article 32.-** Obligations of the house or construction work lessee

1. To preserve and use the house or construction work according to its utilities, designs and to contractual agreements.

2. To pay rents and fulfill other obligations under contractual agreements.

3. To return the house or construction work to the lessor under contractual agreements.

4. To repair the house or construction work damaged due to its fault.

5. Not to change, renovate or dismantle part or whole of the house or construction work without the lessor's consent.

6. To pay compensation for damage incurred by its fault.
7. Other obligations as provided for by law.

#### Section 4. HIRE- PURCHASE OF HOUSES OR CONSTRUCTION WORKS

##### **Article 33.-** Principles for hire- purchase of houses or construction works

1. Houses or construction works for hire- purchase must already exist.
2. Houses or construction works for hire- purchase must ensure quality, safety, environmental sanitation and other necessary services so that they can be put into normal operation and use according to their utilities, designs and to contractual agreements.
3. Organizations and individuals dealing in real estate shall conduct hire-purchase of houses or construction works through real estate transaction floors.
4. The hire-purchase of houses or construction works must be conducted on the basis of contracts under the provisions of this Law and relevant provisions of law.
5. The hire-purchase of houses or construction works must be associated with land use rights and accompanied with dossiers on those houses or construction works.
6. Parties to contracts on hire-purchase of houses or construction works may agree to shorten the time for transfer of the house or construction work ownership right to the hirer before the expiration of the hire-purchase term.

##### **Article 34.-** Rights of the hire-purchase house or construction work seller

1. To select and make contractual agreement with the hirer on hire-purchase term and time point for the transfer of the house or construction work ownership right.
2. To request the hirer to pay hire-purchase money according to the payment time limit and mode agreed upon in the contract.
3. To ask the hirer to supply information on the actual conditions of the house or construction work in the hire-purchase term.
4. To request the hirer to pay compensation for damage incurred by the hirer's fault.
5. Other rights as provided for by law.

##### **Article 35.-** Obligations of the hire-purchase house or construction work seller

1. To supply sufficient and truthful information on the house or construction work and take responsibility for that information.
2. To hand over the house or construction work on schedule and with quality as agreed upon in the contract together with the dossier on that house or construction work and use instructions.
3. To transfer the house or construction work ownership right to the hirer upon the expiration of the hire-purchase term or under agreements in the contract.
4. To assure the quality of the house or construction work in the hire-purchase term under the provisions of the construction law or the parties' contractual agreements.
5. To pay compensation for damage incurred by its fault.

6. To fulfill tax obligation and other financial obligations in accordance with law.
7. Other obligations as provided for by law.

**Article 36.-** Rights of the house or construction work hirer

1. To take over the house or construction work in strict accordance with contractual agreements; to use the house or construction work throughout the hire-purchase term.
2. To receive the hire-purchase house or construction work ownership right upon or before the end of the hire-purchase term as agreed upon by the parties in the contract.
3. To sublease part or whole of the house or construction work or transfer the right to hire-purchase of the house or construction work to a third party, which, however, must be consented by the hire-purchase house or work seller.
4. To request the house or construction work seller to supply documents, use instructions and assure the quality of that house or construction work throughout the hire-purchase term in accordance with the provisions of the construction law or contractual agreements between involved parties.
5. To request the house or construction work seller to transfer the ownership right over that house or construction work in association with the land use rights and relevant dossiers.
6. To request the house or work seller to pay compensation for damage incurred by the hire-purchase seller's faults.
7. Other rights as provided for by law.

**Article 37.-** Obligations of the house or construction work hirer

1. To preserve and use the house or construction work throughout the hire-purchase term strictly according to its utilities, design and contractual agreements.
2. To improve and repair the house or construction work with the house or work seller's consent.
3. To pay hire-purchase money according to the payment time limit and mode agreed upon in the contract.
4. To perform obligations upon the end of the hire-purchase term.
5. To pay compensation for damage incurred by its fault.
6. Other obligations as provided for by law.

Chapter III

DEALING IN LAND USE RIGHTS

**Article 38.-** Investment in the creation of infrastructure-associated land funds for transfer or lease

1. Organizations and individuals dealing in real estate may invest in the creation of infrastructure-associated land funds for transfer or lease in the following forms:
  - a/ Investment in land reclamation and construction of infrastructures for transfer or lease of infrastructure-associated land;



b/ Investment in infrastructures on transferred land for transfer or lease of infrastructure-associated land.

c/ Investment in infrastructures on the leased land for the lease of infrastructure-associated land.

2. The investment in the creation of infrastructure-associated land funds for transfer or lease must be compatible with land use plannings and plans, construction plannings and relevant laws.

**Article 39.-** Transfer, lease of land use rights

1. Land use rights shall be transferred or leased only when the conditions specified in Clause 2, Article 7 of this Law are satisfied.

2. The transfer or lease of land use rights shall be effected in one of the following forms:

a/ Agreement between involved parties;

b/ Auction of land use rights.

3. The transfer or lease of land use rights must be conducted on the basis of contracts according to the provisions of this Law and relevant provisions of law.

**Article 40.-** Rights and obligations of the land use right transferor

1. A land use right transferor has the following rights:

a/ To request the transferee to pay money according to the payment time limit and mode agreed upon in the contract;

b/ To request the transferee to receive land strictly according to the time limit agreed upon in the contract;

c/ To request the transferee to pay compensation for damage incurred by the transferee's faults;

d/ To unilaterally terminate or revoke the contract when the transferee breaches the conditions for unilateral termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law;

e/ Other rights as provided for by law.

2. A land use right transferor has the following obligations:

a/ To supply sufficient and truthful information on land use rights and take responsibility for that information;

b/ To assign land to the transferee in strict compliance with the contractual agreements;

c/ To carry out procedures and hand over papers on land use rights to the transferee;

d/ To pay compensation for damage incurred by its fault;

e/ To fulfill tax obligation and other financial obligations under the provisions of law;

f/ Other obligations as provided for by law.

**Article 41.-** Rights and obligations of the land use right transferee

1. A land use right transferee has the following rights:

- a/ To request the transferor to supply sufficient and truthful information on the transferred land use rights and take responsibility for information supplied by the transferor;
- b/ To request the transferor to carry out procedures and hand over papers on land use rights;
- c/ To request the land use right transferor to hand over the land with proper area, land grade and category, location and code number of the land lot as well as the land conditions and according to other contractual agreements;
- d/ To unilaterally terminate or revoke the contract when the transferor breaches conditions for termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law;
- e/ To request the transferor to pay compensation for damage incurred by the transferor's faults;
- f/ Other rights as provided for by law.

2. A land use right transferee has the following obligations:

- a/ To exploit and use land for proper purposes, according to the land use planning and plan, investment project and contractual agreements;
- b/ To make payment to the transferor strictly according to the payment time limit and mode agreed upon in the contract;
- c/ To pay compensation for damage incurred by its fault;
- d/ Other obligations as provided for by law.

**Article 42.-** Rights and obligations of the land use right lessor

1. A land use right lessor has the following rights:

- a/ To request the lessee to exploit and use land for proper purposes, according to the land use planning and plan, the investment project and contractual agreements;
- b/ To request the lessee to pay rent according to the time limit and mode agreed upon in the contract;
- c/ To request the lessee to return land at the end of the lease term under the lease contract;
- d/ To unilaterally terminate or revoke the contract when the lessee breaches the conditions for termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law;
- e/ To request the lessee to pay compensation for damage incurred by the lessee's faults;
- f/ Other rights as provided for by law.

2. A land use right lessor has the following obligations:

- a/ To supply sufficient and truthful information on land use rights and take responsibility for that information;
- b/ To hand over land to the lessee strictly according to agreements in the contract;

- c/ To inspect and request the lessee to protect and maintain land and use it for proper purposes;
- d/ To pay compensation for damage incurred by its fault;
- e/ To fulfill tax obligation and other financial obligations in accordance with the provisions of law;
- f/ Other obligations as provided for by law.

**Article 43.-** Rights and obligations of the land use right lessee

1. A land use right lessee has the following rights:

- a/ To request the lessor to supply sufficient and truthful information on land use rights subject for lease and take responsibility for information supplied by the lessor;
- b/ To request the lessor to hand over land with proper land area, land grade and category, position and code number of the land lot, the land conditions and strictly according to other contractual agreements;
- c/ To exploit and use the leased land and enjoy labor fruits and investment results on the leased land within the set term and according to contractual agreements;
- d/ To request the lessor to reduce or exempt rent in *force majeure* circumstances;
- e/ To unilaterally terminate or revoke the contract when the lessor breaches the conditions for termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law;
- f/ To request the lessor to pay compensation for damage incurred by the lessor's faults;
- g/ Other rights as provided for by law.

2. A land use right lessee has the following obligations:

- a/ To exploit and use land for proper purposes, according to the land use planning and plan, the investment project and contractual agreements;
- b/ To pay rent to the lessor strictly according to the payment time limit and mode agreed upon in the contract;
- c/ To preserve and protect land from being destroyed;
- d/ To return the leased land at the end of the lease term;
- e/ To pay compensation for damage incurred by its fault;
- f/ Other obligations as provided for by law.

Chapter IV

REAL ESTATE SERVICE DEALING

Section 1. REAL ESTATE BROKERAGE

**Article 44.-** Principles of real estate brokerage

1. Organizations and individuals that fully meet the conditions stipulated in Clauses 2 and 3, Article 8 of this Law may deal in real estate brokerage service (hereafter referred

to as real estate brokers), act as intermediaries in the negotiation and conclusion of real estate business contracts and enjoy remuneration or commission under those contracts.

2. Real estate brokerage activities must be public, honest and compliant with law.
3. A real estate broker may not concurrently act as broker and contract performer in the same real estate business transaction.

**Article 45.-** Contents of real estate brokerage

1. Seeking partners that fully meet clients' conditions for negotiation and conclusion of contracts.
2. Representation under authorization for performance of tasks related to real estate business activities.
3. Supplying information, supporting involved parties in negotiation and conclusion of real-estate sale, purchase, transfer, lease or hire- purchase contracts.

**Article 46.-** Real estate brokerage remuneration

1. Real estate brokers are entitled to remuneration paid by their clients, irrespective of the results of real-estate sale and purchase, transfer, lease or hire-purchase transactions between those clients and a third party.
2. Real estate brokerage remuneration rates shall be agreed upon by involved parties in the contract, irrespective of the prices of transactions under brokerage.

**Article 47.-** Real estate brokerage commission

1. Real estate brokers are entitled to commission under brokerage contracts when the brokered sign real-estate sale, purchase, transfer, lease or hire-purchase contracts.
2. Real estate brokerage commission rates shall be agreed upon by involved parties in percentage of the value of real-estate sale, purchase, transfer, lease or hire-purchase contracts or the value of difference between the selling price of a realty and the price offered by the principal or shall be a specific sum of money agreed upon by involved parties in a real estate brokerage contract.

**Article 48.-** Rights of real estate brokers

1. To provide real estate brokerage service under the provisions of this Law.
2. To request clients to supply dossiers, information and documents related to real estate.
3. To enjoy brokerage commission or remuneration under agreements in real estate brokerage contracts signed with clients.
4. To hire other brokering organizations or individuals to undertake real estate brokerage within the scope of real estate brokerage contracts signed with their clients and to take responsibility before their clients for brokerage results.
5. To gather information on policies and law on real estate business.
6. To unilaterally terminate or revoke real estate brokerage contracts when their clients breach the conditions for termination or revocation of the contract as agreed upon in the contract by the two parties or provided for by law.

7. To selectively participate in real estate transaction floors.
8. To complain about or denounce acts of violation of law in real estate brokerage activities.
9. Other rights as provided for by law.

**Article 49.-** Obligations of real estate brokers

1. To strictly comply with the signed real estate brokerage contracts.
2. To supply information on real estate put to business and take responsibility for that information.
3. To support parties in negotiation and conclusion of real-estate sale, purchase, transfer, lease or hire- purchase contracts.
4. To comply with the reporting regime prescribed by law and submit to inspection and examination by competent state agencies.
5. To pay compensation for damage incurred by their faults.
6. To fulfill tax obligation and other financial obligations in accordance with law.
7. Other obligations as provided for by law.

**Article 50.-** Real estate brokerage certificates

1. Individuals may be granted real estate brokerage certificates if fully satisfying the following conditions:

- a/ Having full civil act capacity;
- b/ Having been trained in real estate brokerage;
- c/ Having dossiers of application for real estate brokerage certificates.

2. A dossier of application for a real estate brokerage certificate comprises:

- a/ An application for real estate brokerage certificate, certified by the People's Committee of the commune, ward or township where the applicant resides, attached with his/her photo;
- b/ A copy of the real estate brokerage training certificate.

3. People's Committees of provinces and centrally run cities shall direct and organize the grant of real estate brokerage certificates.

4. The Government shall specify real estate brokerage training; the grant and withdrawal of real estate brokerage certificates and the management of real estate brokerage practice.

**Section 2. REAL ESTATE VALUATION**

**Article 51.-** Principles for real estate valuation activities

1. Organizations and individuals dealing in real estate valuation service are required to satisfy the conditions specified in Clause 2, Article 8 of this Law (hereafter referred to as real estate valuers).

2. Real estate valuation must be based on technical standards, characteristics, position, size and actual conditions of real estate as well as market prices at the time of valuation.
3. Real estate valuation must be independent, objective, honest and compliant with law.

**Article 52.-** Real estate valuation deed

1. A real estate valuation deed has the following contents:

- a/ The realty to be valued;
- b/ The position and size of the realty;
- c/ The characteristics and actual conditions of the realty;
- d/ The legal status of the realty;
- e/ The limitations of the realty;
- f/ The method of valuing the realty;
- g/ The time for valuation of the realty;
- h/ The price of the realty;
- i/ Other contents.

2. A real estate valuation deed shall serve as a basis for reference by involved parties upon negotiation and decision on the sale, purchase, transfer, lease or hire-purchase price of the concerned realty.

3. A real estate valuation deed shall be made in three originals of equal legal validity, two of which shall be handed to the client and one shall be kept by the real estate valuator.

**Article 53.-** Rights of real estate valuers

1. To provide real estate valuation service in accordance with this Law and relevant laws.
2. To request clients to supply information and documents related to real estate, which serve as bases for valuation.
3. To gather information on policies and law on real estate business.
4. To request clients to pay service charges under contractual agreements.
5. To hire other valuers to value real estate within the scope of real estate valuation contracts signed with their clients and take responsibility before clients for valuation results.
6. To unilaterally terminate or revoke real estate valuation contracts when clients breach the conditions for unilateral termination or revocation of contracts as agreed upon in contracts by the two parties or provided for by law.
7. Other rights as provided for by law.

**Article 54.-** Obligations of real estate valuers

1. To comply with agreements in real estate valuation contracts signed with their clients.

2. To hand real estate valuation deeds to their clients and take responsibility for those deeds.
3. To purchase professional liability insurance for real estate valuation.
4. To observe the reporting regime prescribed by law; to submit to examination and inspection by competent state agencies.
5. To archive dossiers and documents on real estate valuation.
6. To pay compensation for damage incurred by their faults.
7. To fulfill tax obligation and other financial obligations in accordance with law.
8. Other obligations as provided for by law.

**Article 55.-** Real estate valuation certificates

1. Individuals may be granted real estate valuation certificates if satisfying all the following conditions:

- a/ Having full civil act capacity;
- b/ Having collegial or higher degree;
- c/ Having been trained in real estate valuation;
- d/ Having dossiers of application for real estate valuation certificates.

2. A dossier of application for a real estate valuation certificate comprises:

- a/ An application for a real estate valuation certificate, certified by the People's Committee of the commune, ward or township where the applicant resides, attached with his/her photo;
- b/ A copy of the collegial or higher degree;
- c/ A copy of the real estate valuation training certificate.

3. People's Committees of provinces and centrally run cities shall direct and organize the grant of real estate valuation certificates.

4. The Government shall specify the training in real estate valuation; the grant and withdrawal of real estate valuation certificates and the management of real estate valuation practice.

**Section 3. REAL ESTATE TRANSACTION FLOORS**

**Article 56.-** Principles for organization and operation of real estate transaction floors

1. Organizations and individuals dealing in real estate or real estate services may establish or lease real estate transaction floors of other organizations or individuals in service of their real estate business activities.

2. A real estate transaction floor must be a legal person. When an enterprise or a cooperative dealing in real estate establishes a real estate transaction floor, that transaction floor must have the legal person status or use the legal person status of an enterprise or a cooperative dealing in real estate for its operation.

3. Operations of real estate transaction floors must be public, transparent and compliant with law.

4. Real estate transaction floors, enterprises and cooperatives dealing in real estate and establishing real estate transaction floors shall take responsibility for the operations of those transaction floors.

5. Real estate transaction floors shall have their own names, addresses and signboards and shall announce their establishment on the mass media; before starting operation, they shall notify the local competent state agencies thereof.

**Article 57.-** Conditions for establishment of real estate transaction floors

1. Satisfying the conditions prescribed in Clause 2, Article 8 of this Law.
2. Having regulations on operation of the real estate transaction floors.
3. Having material and technical foundations suitable to the contents of operation of the real estate transaction floors.
4. Having managers and administrators of the real estate transaction floors who satisfy the conditions prescribed by the Government.

**Article 58.-** Contents of operation of a real estate transaction floor

1. Transactions on sale, purchase, transfer, lease and hire-purchase of real estate.
2. Real estate brokerage.
3. Real estate valuation.
4. Real estate consultancy.
5. Real estate advertisement.
6. Real estate auction.
7. Real estate management.

**Article 59.-** Dealing in real estate via real estate transaction floors

1. Organizations and individuals dealing in real estate shall sell, transfer, lease out or conduct hire-purchase of real estate via real estate transaction floors in accordance with the provisions of this Law.
2. The State encourages organizations and individuals not dealing in real estate to conduct real estate transactions via real estate transaction floors in order to ensure publicity, transparency and interests of involved parties.

**Article 60.-** Rights of managers and administrators of real estate transaction floors

1. To manage and administer operations of real estate transaction floors.
2. To request competent state agencies to supply information on real estate under the provisions of law.
3. To request clients to supply information and documents on real estate put on real estate transaction floors.



4. To refuse to put on real estate transaction floors those realties which fail to satisfy the conditions for being put to business.
5. To collect service charges from clients having real estate put on real estate transaction floors.
6. To request clients to pay compensation for damage incurred by their faults.
7. Other rights as provided for by law.

**Article 61.-** Obligations of managers and administrators of real estate transaction floors

1. To ensure that real estate put on transaction floors satisfies all the conditions for being put to business.
2. To supply sufficient and truthful information and documents on real estate and take responsibility for information and documents they supply.
3. To provide real estate services at real estate transaction floors.
4. To assure material and technical foundations as well as operation conditions of real estate transaction floors.
5. To ensure that real estate transaction floors operate strictly according to the registered contents; to observe the reporting regimes prescribed by law and submit to inspection and examination by competent state agencies; to fulfill tax obligations and other financial obligations in accordance with law.
6. To pay compensation for damage incurred by their faults.
7. Other obligations as provided for by law.

**Article 62.-** Rights and obligations of organizations and individuals participating in real estate transaction floors

1. Organizations and individuals participating in real estate transaction floors have the following rights:
  - a/ To request the supply of information and documents on real estate;
  - b/ To request the provision of real estate services;
  - c/ To request real estate transaction floors to pay compensation for damage incurred by their faults;
  - d/ Other rights as provided for by law.
2. Organizations and individuals participating in real estate transaction floors have the following obligations:
  - a/ To observe the regulations on operation of real estate transaction floors;
  - b/ To pay service charges to real estate transaction floors;
  - c/ To pay compensation for damage incurred by their faults;
  - d/ Other obligations as provided for by law.

**Section 4. OTHER REAL ESTATE SERVICES**

**Article 63.-** Real estate consultancy

1. When dealing in real estate consultancy service, organizations and individuals are required to satisfy the conditions specified in Clause 2, Article 8 of this Law.
2. Contents of real estate consultancy service include:
  - a/ Legal consultancy on real estate;
  - b/ Consultancy on investment in creation of and dealing in real estate;
  - c/ Consultancy on real estate finance;
  - d/ Consultancy on real estate prices;
  - e/ Consultancy on real estate sale, purchase, transfer, lease or hire-purchase contracts;
  - f/ Consultancy on other real estate-related contents.
3. Contents and scope of consultancy, rights and obligations of involved parties, real estate consultancy service charges shall be agreed upon by the parties in contracts.
4. Organizations and individuals dealing in real estate consultancy service shall take responsibility for their consultancy and pay compensation for damage incurred by their faults.

**Article 64.- Real estate auction**

1. Organizations and individuals dealing in real estate auction service are required to satisfy the conditions specified in Clause 2, Article 8 of this Law.
2. Real estate auction must be conducted on the principle of publicity, honesty and protection of legitimate rights and interests of involved parties.
3. Forms of real estate auction:
  - a/ By word of mouth;
  - b/ By voting;
  - c/ Other forms agreed upon by the involved parties or provided for by law.
4. Organizations and individuals dealing in real estate auction service shall publicize fully and accurately information on real estate in the auction listings supplied by organizations or individuals that sell or transfer real estate.
5. Forms and contents of real estate auction as well as rights and obligations of involved parties shall be agreed upon by the parties in contracts.
6. Organizations and individuals dealing in real estate auction shall take responsibility for the realization of contractual commitments and pay compensation for damage incurred by their faults.
7. The auction of real estate shall comply with the provisions of this Law and the auction law.

**Article 65.- Real estate advertisement**

1. Organizations and individuals dealing in real estate advertisement service are required to satisfy the conditions specified in Clause 2, Article 8 of this Law.

2. Real estate advertisement shall be conducted via real estate transaction floors, on the mass media or other media.
3. The forms and contents of advertisement, the rights and obligations of involved parties and real estate advertisement service charges shall be agreed upon by involved parties in contracts.
4. Organizations and individuals dealing in real estate advertisement service shall fulfill the contractual commitments and pay compensation for damage incurred by their faults.
5. The real estate advertisement shall comply with the provisions of this Law and the advertisement law.

**Article 66.-** Real estate management

1. Organizations and individuals dealing in real estate management service are required to meet the conditions specified in Clause 2, Article 8 of this Law.
2. Contents of dealing in real estate management service:
  - a/ Selling, transferring, leasing, hire-purchasing real estate under authorization of real estate owners or users;
  - b/ Providing services to ensure the normal operations of real estate;
  - c/ Maintaining and repairing real estate;
  - d/ Managing, supervising the exploitation and use of real estate by clients strictly according to the real estate's utilities, designs and contracts;
  - e/ Exercising the rights and performing obligations towards clients and the State under authorization of real estate owners or users.
3. Contents and scope of real estate management, rights and obligations of involved parties and real estate management service charges shall be agreed upon by the parties in contracts.
4. Organizations and individuals dealing in real estate management service shall manage real estate according to contracts and pay compensation for damage incurred by their faults.

Chapter V

REAL ESTATE BUSINESS CONTRACTS, REAL ESTATE SERVICE CONTRACTS

**Article 67.-** Types of real estate business contract and real estate service contract

1. Real estate business contracts include:
  - a/ House or construction work sale and purchase contracts;
  - b/ Land use right transfer contracts;
  - c/ Real estate lease contracts;
  - d/ House or construction work hire-purchase contracts.
2. Real estate service contracts include:

- a/ Real estate brokerage contracts;
- b/ Real estate valuation contracts;
- c/ Real estate consultancy contracts;
- d/ Real estate auction contracts;
- e/ Real estate advertisement contracts;
- f/ Real estate management contracts.

3. Real estate business contracts and real estate service contracts must be made in writing; unless otherwise provided for by law, the notarization and authentication of real estate business contracts shall be agreed upon by the involved parties; the conclusion of contracts shall comply with the provisions of this Law, the Civil Code and relevant laws.

**Article 68.-** Real estate sale and purchase, transfer, lease and hire-purchase prices and real estate service charges

1. Real estate sale and purchase, transfer, lease and hire-purchase prices shall be agreed upon by the involved parties, decided through auction or comply with the provisions of law.

Parties to a contract may agree to select a third party to determine real estate sale and purchase, transfer, lease or hire-purchase prices; for real estate belonging to projects eligible for state preferences in service of policy beneficiaries, the State shall provide price brackets or principles for formulation of real estate prices.

2. Real estate service charges shall be agreed upon by the involved parties; when no agreement is reached, these charges must be determined on the basis of charges of services of the same kind in the market at the time of conclusion of contracts and the service-provision venue.

3. In the course of performing contracts, when an agreement on the adjustment of contractual prices already exists, if these prices are affected by changes, the involved parties can agree to adjust these prices.

**Article 69.-** Payment in real estate transactions

1. The payment in real estate transactions shall be made by the following modes agreed upon by the involved parties:

- a/ Payment via credit institutions operating in Vietnam;
- b/ Direct payment to the real estate sellers, transferors, lessors or hire-purchase sellers.

2. The form of lump-sum payment, advance payment or installment payment in real estate transactions shall be agreed upon by involved parties in contracts.

**Article 70.-** House or construction work sale and purchase contracts

1. A house or construction work sale and purchase contract has the following contents:

- a/ Names and addresses of the seller and the purchaser;

b/ Information on the house or construction work as specified in Clause 3, Article 11 of this Law;

c/ The selling and buying prices;

d/ The payment mode and time limit;

e/ The deadline for handover and receipt of the house or construction work and the accompanying dossiers;

f/ Rights and obligations of the involved parties;

g/ Warranty;

h/ The settlement of disputes;

i/ Other contents as agreed upon by involved parties or prescribed by law.

2. The sale and purchase of houses or construction works by mode of advance payment, deferred payment or installment payment must comply with the principles provided for in Article 14 of this Law.

**Article 71.-** Land use right transfer contracts

1. A land use right transfer contract has the following contents:

a/ Names and addresses of the transferor and the transferee;

b/ The information on land use rights specified in Clause 3, Article 11 of this Law'

c/ The transfer price;

d/ The payment mode and time limit;

e/ The time limit for handover, receipt of land and accompanying dossiers;

f/ Rights and obligations of the involved parties;

g/ The settlement of disputes;

h/ Other contents as agreed upon by the involved parties or prescribed by law.

2. The transfer of land use rights by mode of deferred payment or installment payment must comply with the principles specified in Article 14 of this Law.

**Article 72.-** Real estate lease contracts

A real estate lease contract has the following contents:

1. Names and addresses of the lessor and the lessee;

2. The information on real estate specified in Clause 3, Article 11 of this Law;

3. The real estate lease price;

4. The payment mode and time limit;

5. The real estate lease term; the time limit for handover and receipt of real estate;

6. Rights and obligations of the involved parties;

7. Use requirements and responsibilities for repair or improvement (if any);

8. The handling of real estate on the leased land (if any);

9. Requirements on the conditions of real estate upon its return to the lessor;
10. The settlement of disputes;
11. Other contents as agreed upon by the involved parties or prescribed by law.

**Article 73.-** House or construction work hire-purchase contracts

1. A house or construction work hire-purchase contract has the following contents:

- a/ Names and addresses of the seller and the hirer;
- b/ The information on the house or construction work specified in Clause 3, Article 11 of this Law;
- c/ The high-purchase price;
- d/ The payment mode and time limit;
- e/ The hire-purchase term;
- f/ The agreement on transfer of the house or construction work ownership right before the expiration of the hire-purchase term (if any);
- g/ The time for handover of the house or construction work;
- h/ The time, conditions and procedures for transfer of the house or construction work ownership right to the hirer;
- i/ Rights and obligations of the involved parties;
- j/ The settlement of disputes;
- k/ Other contents as agreed upon by the involved parties or prescribed by law.

2. House or construction work hire-purchase contracts must be notarized.

**Article 74.-** Real estate brokerage contracts

A real estate brokerage contract has the following contents:

1. Names and addresses of the broker and the principal.
2. Brokerage objects and contents.
3. Requirements and results of the brokerage service.
4. The brokerage term.
5. The brokerage remuneration, commission.
6. The payment mode and time limit.
7. Rights and obligations of the involved parties.
8. The settlement of disputes.
9. Other contents as agreed upon by the involved parties or prescribed by law.

**Article 75.-** Real estate valuation contracts

A real estate valuation contract has the following contents:

1. Names and addresses of the valuator and the valuation requester.

2. The real estate to be valued.
3. The implementation time limit and schedule.
4. The valuation service charges.
5. The payment mode and time limit.
6. Rights and obligations of the involved parties.
7. The settlement of disputes.
8. Other contents as agreed upon by the involved parties or prescribed by law.

**Article 76.- Real estate consultancy contracts**

A real estate consultancy contract has the following contents:

1. Names and addresses of the consultant and consultancy requester.
2. Contents and scope of consultancy.
3. The time limit and schedule for provision of the consultancy service.
4. Consultancy service charges.
5. The payment mode and time limit.
6. Rights and obligations of the involved parties.
7. The settlement of disputes.
8. Other contents as agreed upon by the involved parties or prescribed by law.

**Article 77.- Real estate auction contracts**

A real estate auction contract has the following contents:

1. Names and addresses of the auctioneer and the auction requester.
2. The real estate to be auctioned.
3. The time, place and form of auction.
4. The initial price of the real estate put up for auction.
5. Implementation time limit and tempo.
6. Auction service charges.
7. The payment mode and time limit.
8. Rights and obligations of the involved parties.
9. Other contents as agreed upon by the involved parties or prescribed by law.

**Article 78.- Real estate advertisement contracts**

A real estate advertisement contract has the following contents:

1. Names and addresses of the real estate advertisement service provider and the real estate advertisement service requester.
2. The real estate to be advertised.

3. The form, contents, scope and means of advertisement of the real estate.
4. The place, time and frequency of advertisement of the real estate.
5. Advertisement service charges.
6. The payment mode and time limit.
7. Rights and obligations of the involved parties.
8. The settlement of disputes.
9. Other contents as agreed upon by the involved parties or prescribed by law.

**Article 79.-** Real estate management contracts

A real estate management contract has the following contents:

1. Names and addresses of the real estate manager and management hirer.
2. The real estate subject to management.
3. Contents and scope of management of the real estate.
4. Requirements on real estate manager.
5. Management service charges.
6. The payment mode and time limit.
7. Rights and obligations of the involved parties.
8. The real estate management term.
9. The settlement of disputes.
10. Other contents as agreed upon by the involved parties or prescribed by law.

Chapter VI

IMPLEMENTATION PROVISIONS

**Article 80.-** Implementation effect

This Law takes effect on January 1, 2007.

**Article 81.-** Implementation guidance

The Government shall detail and guide the implementation of this Law.

*This Law was passed on June 29, 2006, by the XI<sup>th</sup> National Assembly of the Socialist Republic of Vietnam at its 9<sup>th</sup> session.*

Chairman of the National Assembly  
NGUYEN PHU TRONG