NATIONAL ASSEMBLY

SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

No. 63-2006-QH11

LAW ON REAL ESTATE BUSINESS[1]

National Assembly of the
Socialist Republic of Vietnam
Legislature XI, Session 9

Pursuant to the 1992 Constitution of the Socialist Republic of Vietnam as amended by Resolution 51-2001-QH10 passed by Legislature X of the National Assembly at its 10th Session on 25 December 2001;

This Law regulates real estate business activities.

CHAPTER I

General Provisions

Article 1 *Governing scope*

This Law regulates real estate business activities; the rights and obligations of organizations and individuals engaged in real estate business, and real estate transactions related to real estate business[2].

Article 2 *Applicable entities:*

1. Organizations and individuals engaged in real estate business in Vietnam.

2. Organizations and individuals related to real estate business activities in Vietnam.

Article 3 *Applicable law*

1. Real estate business activities and their administration must comply with the provisions of this Law and other provisions of relevant laws.

2. If special characteristics of real estate business activities are governed by another law, then such other law shall apply.

3. If an international treaty of which the Socialist Republic of Vietnam is a member contains provisions which are different from those in this Law, then the provisions of such international treaty shall apply.

1 Allens Arthur Robinson Note: Translated from e-copy; awaiting check against final, signed hard copy.
2 Allens Arthur Robinson Note: See definition in article 4.4 below.

Article 4 *Interpretation of terms*

In this Law, the following terms shall be construed as follows:

1. *Real estate business activities* comprise real estate business and real estate business services.

2. *Real estate business* means spending investment capital in order to create, to purchase, to receive an assignment of, to lease or to hire purchase[3] real estate in order to sell, assign, lease out or sub-lease out or to grant a hire purchase of [such real estate] for profit-making purposes.

3. *Real estate business services* means activities assisting real estate business and the real estate market, comprising services of real estate brokerage, real estate valuation, real estate trading floor, real estate consultancy, real estate auctioneering, real estate advertising, and real estate management.

4. *Real estate transactions related to real estate business* means the purchase and sale, assignment, lease and hire purchase of real estate between an organization or individual not engaged in real estate business [on the one hand], and an organization or individual engaged in real estate business [on the other hand].

5. *Real estate trading floor* means a place where real estate transactions take place and where services are provided for real estate business.

6. *Real estate auctioneering* means the public sale or assignment of real estate in order to select a purchaser or assignee of the real estate at the highest price in accordance with the procedures for the auction of assets.

7. *Sale or assignment of real estate on deferred [or]*[4] *instalment payments* means a purchase and sale or an assignment of real estate in which the purchaser or assignee makes deferred or instalment payments of the purchase price or price of the assignment of the real estate within the term agreed in the contract.

8. *Purchase and sale of a house or building*[5] *to be formed in the future* means the purchase and sale of a house or building which at the time of the signing of the contract is not yet formed or is being formed pursuant to a specific project file, design drawings of building execution and a schedule.

9. *Real estate valuation* means consultancy activity whereby the value of a specific item of real estate on a specified date is determined.

10. *Certificate of real estate valuation* means a written document prepared by an organization or individual engaged in the business of providing real estate valuation services on the request of a client, and expressing the results of valuation of real estate.

11. *Real estate management services* means activities by an organization or individual engaged in providing real estate business services which such entity is authorized to conduct by a real estate owner or user, and consist of preservation, maintenance, superintending, operating and exploiting real estate pursuant to a contract for management of real estate.

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3 Allens Arthur Robinson Note: The literal translation here is "to lease or to hire purchase" as opposed to "to lease out or …to grant a hire purchase" used later in this paragraph. These different expressions have been translated consistently throughout the translation.

4 Allens Arthur Robinson Note: "Or" has been selected here because the expression "deferred or instalment payments" is used later in the paragraph.

5 Allens Arthur Robinson Note: The Vietnamese phrase "nha, cong trinh xay dung" has been consistently translated throughout as "houses and buildings" although arguably engineering works are also covered.

12. *Hire purchase of a house or building* means the form of real estate business whereby the lessee becomes the owner of such house or building currently the subject of the hire purchase after the lessee has made full payment of the lease payments under the hire purchase contract.

Article 5 *Principles on real estate business activities:*

1. All organizations and individuals engaged in real estate business shall be equal before the law; and shall have the right to freely reach agreement on the basis of respect for the lawful rights and interests of parties participating in real estate business activities via a contract which is not contrary to law.

2. Real estate made available for trading[6] must satisfy the conditions stipulated by this Law and by other provisions of relevant laws.

3. Real estate business activities must be conducted publicly and transparently.

Article 6 *Types of real estate permitted to be made available for trading*

1. The types of real estate permitted to be made available for trading shall comprise:

   (a) All types of houses and buildings as stipulated in the law on construction;

   (b) Land use rights permitted to participate in the real estate market pursuant to the law on land;

   (c) Other types of real estate stipulated by law.

2. The Government shall provide specific regulations on a list of types of real estate stipulated in clause 1 of this article [and] permitted to be made available for trading, based on the socio-economic developmental status, the real estate market and the schedule for international economic integration.

Article 7 *Conditions applicable to real estate made available for trading*

1. Houses and buildings must satisfy the following conditions before they are made available for trading:

   (a) They fall within the category of objects in which business is permitted to be conducted;

   (b) New houses and buildings must satisfy the quality requirements stipulated in the law on construction; with regard to second-hand houses and buildings, the requirements on quality shall be as agreed by the parties in the contract;

   (c) There is no ownership dispute;

   (d) The property is not the subject of attachment in order to enforce a judgment or administrative decision of a competent State body;

   (dd) The property does not lie within an area in which construction is prohibited pursuant to the law on construction;

   (e) In the case of an existing house or building there must be a file which includes a certificate of ownership of the house or building and a land use right certificate or lawful documentation proving ownership or use right in accordance with law. In the case of a house or building in the course of construction, there must be a building permit or an approved project file with design

6 Allens Arthur Robinson Note: Alternative translation is "introduced/led into business".

drawings of building execution. In the case of a house or building belonging to a new urban zone project, residential zone project or industrial zone technical infrastructure project which does not yet have a certificate of ownership or a certificate of use right, there must be design drawings of building execution, a file of the completed works and minutes of handover and commissioning for use of the house or building. In the case of a house or building to be formed in the future, there must be an approved project file, design drawings of building execution and construction schedule.

2. Land use rights must satisfy the following conditions before they are made available for trading:

(a) They fall within the category of objects in which business is permitted to be conducted;

(b) There is a lawful document in accordance with law proving the land use right;

(c) There is no dispute;

(d) The duration of land use has not expired;

(dd) The property is not the subject of attachment in order to enforce a judgment or administrative decision of a competent State body;

(e) In a case of assignment or lease out of a land use right belonging to a new urban zone project, residential zone project or industrial zone technical infrastructure project, there must be existing infrastructure corresponding to the approved contents and schedule of the project.

3. Other types of real estate stipulated in clause 1(c) of article 6 of this Law must satisfy conditions stipulated in regulations of the Government before they are made available for trading.

Article 8 *Conditions applicable to organizations and individuals engaged in real estate business*

1. Any organization or individual conducting real estate business must establish an enterprise or co-operative, must have legal capital, and must be registered for real estate business in accordance with law.

2. Any organization or individual providing real estate business services must establish an enterprise or co-operative, and must be registered for real estate business services in accordance with law except for the case stipulated in clause 3 of this article.

   Any organization or individual providing real estate brokerage services must have at least one person with a real estate broker's certificate; any organization or individual conducting real estate valuation services must have at least two people with real estate valuer's certificates; and any organization or individual conducting real estate trading floor services must have at least two people with real estate broker's certificates, and if providing real estate valuation services must have at least two people with real estate valuer's certificates.

3. An individual providing independent real estate brokerage business services must have business registration in accordance with law and must have a real estate broker's certificate.

Article 9 *Permitted scope of real estate business activities applicable to domestic organizations and individuals*

1. Domestic organizations and individuals shall be permitted to conduct real estate business within the following scope:

(a) To invest in the construction of houses and buildings for sale, lease out or grant of hire purchase;

(b) To purchase houses and buildings for sale, lease out or grant of hire purchase;

(c) To lease houses and buildings for sub-letting out;

(d) To invest in upgrading leased land and to invest in infrastructure works on the leased land in order to lease out land with completed infrastructure;

(dd) To receive an assignment of a land use right [and] to invest in infrastructure works in order to assign or lease out; to lease a land use right of land with infrastructure for sub-letting out.

2. Domestic organizations and individuals shall be permitted to conduct property business services within the following scope:

(a) Real estate brokerage services;

(b) Real estate valuation services;

(c) Real estate trading floor services;

(d) Real estate consultancy services;

(dd) Real estate auctioning services;

(e) Real estate advertising services;

(g) Real estate management services.

Article 10 *Permitted scope of real estate business activities applicable to foreign organizations and individuals and to Vietnamese residing overseas*

1. Foreign organizations and individuals and Vietnamese residing overseas shall be permitted to conduct real estate business and real estate business services within the following scope:

(a) To invest in the creation of houses and buildings for sale, lease out or grant of hire purchase;

(b) To invest in upgrading land and to invest in infrastructure works on the leased land in order to lease out land with completed infrastructure;

(c) To provide real estate business services pursuant to clause 2 of article 9 of this Law.

2. In addition to the scope stipulated in clause 1 of this article, and based on the provisions of this Law, the *Law on Land*, the *Law on Residential Housing*, the *Law on Investment* and other relevant legal instruments, the Government shall provide regulations on other permitted real estate business activities applicable to foreign organizations and individuals and to Vietnamese residing overseas, consistent with the socio-economic conditions from time to time and the schedule for international economic integration.

Article 11 *Publicity of information about real estate which is made available for trading*

1. Organizations and individuals conducting real estate business shall be responsible to make public information on real estate which is made available for trading.

2. Information about real estate shall be made public on the real estate trading floor and on the mass media.

3. The contents of information about real estate shall comprise:

(a) The type of real estate;

(b) The position of the real estate;

(c) Information about the master plan relevant to the real estate;

(d) The scale and land area of the real estate;

(dd) The special characteristics, nature, use function and quality of the real estate;

(e) The status quo of infrastructure works and of technical and social services related to the real estate;

(g) The legal status of the real estate including the file and documentation on ownership and use right, documentation on the formation of the real estate; the history of ownership and use of the real estate;

(h) Any restrictions on ownership or use right of the real estate;

(i) The price of the sale, assignment, lease or hire purchase of the real estate;

(k) The rights and interests of any related third parties;

(l) Other information.

Article 12 *Policy on investment in real estate business*

1. The State encourages organizations and individuals from every economic sector to invest in real estate business consistent with the socio-economic development objectives of Vietnam from time to time and each locality.

2. The State encourages, and has a policy to provide, assistance to organizations and individuals engaged in real estate business to invest in the establishment of Residential Housing Funds to sell on deferred [or] instalment payments, to lease out or to grant hire purchase to people with achievements, to poor people and to low income earners; and to invest in industrial zone infrastructure in order to lease out land surfaces servicing production.

Article 13 *Responsibilities for State administration of real estate business activities*

1. The Government shall exercise uniform State administration of real estate business activities.

2. The Ministry of Construction shall be responsible before the Government to exercise State administration of real estate business activities.

3. Ministries and ministerial equivalent bodies shall, within the scope of their respective duties and powers, co-ordinate with the Ministry of Construction to exercise State administration of real estate business activities in accordance with duties assigned to them by the Government.

4. People's committees at all levels shall exercise State administration of real estate business activities within their localities in accordance with duties assigned to them by the Government.

Article 14 *Purchase and sale or assignment of real estate in the form of advance payment, or deferred [or] instalment payments*

1. The investor of a real estate business project and a client may reach agreement in a contract of purchase and sale in the form of advance payment for a house or building to be formed in the future, and they must ensure the following principles:

   (a) Advance payments may be made on a number of occasions, but the initial payment may only be made when the investor has completed construction of infrastructure servicing the real estate in accordance with the approved contents and schedule of the project; and subsequent occasions of raising capital must be consistent with the schedule for implementing the investment creating the real estate;

   (b) An investor must use advance payments from clients for the correct objective of investing in the creation of the real estate;

   (c) Any client making an advance payment shall be entitled to the price for the purchase or assignment of the real estate at the time of signing the contract, unless the parties otherwise agree;

   (d) If an investor hands over the real estate later than the schedule recorded in the contract, the investor shall be contractually liable to the client and must pay the client interest on the advance payment for the period of delay calculated at the commercial bank loan interest rate at the time of handover of the real estate;

   (dd) If a client fails to correctly implement its contractual undertaking to make advance payment, then the client shall be contractually liable to the investor and must pay the investor interest on late payment for the period of delay calculated at the commercial bank loan interest rate at the time of payment;

   (e) The selection of the commercial bank loan interest rate stipulated in sub-clauses (d) and (dd) of this clause must be an agreement in the contract.

2. The parties may agree in a contract of purchase and sale or assignment of real estate to apply the form of deferred [or] instalment payments, and must comply with the following principles:

   (a) The amount of the deferred payment [or] of the instalments, and the time-limit for making payment of such deferred payment or instalments must be agreed in the contract;

(b) The seller or assignor must preserve its ownership of the real estate or land use right until the purchaser or assignee has made payment in full and discharged other contractual obligations, unless the parties agree otherwise;

(c) The purchaser or assignee of the real estate shall be entitled to use the real estate and shall own the real estate or have the land use right after having made payment in full and after having discharged other contractual obligations, unless the parties agree otherwise.

Article 15 *Real Estate Association*

1. A Real Estate Association shall be established on the basis of voluntary participation by organizations and individuals engaged in real estate business. The Real Estate Association shall protect the lawful rights and interests of its members, shall participate in formulation and dissemination of the law on real estate business, and shall contribute to the development of a fair real estate market.

2. The organization and operation of the Real Estate Association shall be implemented in accordance with the law on associations.

Article 16 *Prohibited conduct:*

1. Conducting real estate business without having business registration; providing real estate brokerage or valuation services without having the certificates required by this Law.

2. Supplying untruthful information about real estate.

3. Conducting fraudulent acts and cheating in real estate business activities.

4. Illegally raising or misappropriating capital of a purchaser, lessee or hire purchaser of real estate or of a capital contributing party to an investment in real estate business.

5. Failing to discharge financial obligations to the State.

6. Taking advantage of preferential policies of the State in order to conduct real estate business contrary to law.

7. Issuing a real estate broker's certificate or a real estate valuer's certificate incorrectly in terms of the provisions of this Law.

8. Receiving fees, charges and other monetary items relating to real estate business activities contrary to law.

9. Taking advantage of position or powers in order to make illegal gain or to illegally interfere in real estate business activities.

10. Other conduct which is prohibited by law.

Article 17 *Dealing with breaches*

1. Any organization or individual who breaches the provisions of this Law shall, depending on the nature and seriousness of the breach, be disciplined, be subject to an administrative penalty, or be criminally prosecuted; and any offender who causes loss and damage must pay compensation in accordance with law.

2. Any organization or individual conducting real estate business without a business registration certificate shall be suspended from operation [and] shall be subject to an administrative penalty and collection of taxes in accordance with law.

3. Any individual who does not have a real estate broker's certificate or a real estate valuer's certificate but engages in real estate brokerage or valuation activities shall be suspended from operation, shall be subject to an administrative penalty and shall be ineligible for the grant of a certificate for a period of three years from the date of issuance of the penalty decision.

4. Any individual who is granted a real estate broker's certificate or a real estate valuer's certificate but does not correctly implement the contents of the certificate shall be subject to an administrative penalty in the form of a warning or a fine; and in the case of a first repeat offence shall be suspended from operation for a period of one year, and in the case of a second repeat offence shall have his or her certificate revoked and shall be ineligible for the re-grant of a certificate for a period of five years from the date of issuance of the penalty decision.

5. The Government shall provide specific regulations on imposition of administrative penalties in real estate business.

CHAPTER II

Trading in Houses and Buildings

Section 1

Investment In the Creation of Houses and Buildings For Trading

Article 18 *Investment in creation of houses and buildings for trading*

1. Organizations and individuals engaged in real estate business shall be permitted to invest in the creation of houses and buildings for trading in the following forms:

   (a) Investment in new construction of houses and buildings;

   (b) Investment in upgrading and repairing existing houses and buildings.

2. Organizations and individuals investing in the creation of houses and buildings for trading must comply with the construction master plan approved by the competent State body.

3. Organizations and individuals investing in the construction of new urban zones, residential zones and industrial zone technical infrastructure must have an investment project. The selection of an investor of a new urban zone project, residential zone project or industrial zone technical infrastructure project must be implemented in accordance with the law on construction and the law on tendering. A project investor must have the financial capability to be able to implement the project.

Article 19 *Rights of investors of new urban zone projects, residential zone projects and industrial zone technical infrastructure projects:*

1. To propose new urban zone projects, residential zone projects and industrial zone technical infrastructure projects to the competent State body to obtain permission for investment in construction and business.

2. To invest in the construction of technical infrastructure, buildings and residential housing correctly in accordance with the detailed construction master plan of the project on a scale of 1/500 as approved by the competent State body.

3. To participate in the auction of land use rights and tendering for the performance of new urban zone projects, residential zone projects and industrial zone technical infrastructure projects.

4. To introduce information about and to advertise any project which the investor has itself formulated in order to attract and call for other investors to participate by investing in the project.

5. To sell, lease out and grant hire purchase of houses and buildings, and to assign and lease out land use rights for land with infrastructure in accordance with an approved project; to comply with the provisions of article 21 of this Law in a case of assignment of an entire project to another investor.

6. To be entitled to exemption or reduction of land use fees or to be entitled to pay land use fees by instalments pursuant to law in accordance with the project schedule and the nature of the housing and building works.

7. To administer and supervise other investors participating by investing in the project, ensuring they correctly invest and construct in accordance with the approved project and the law on construction.

8. To form a joint venture or business co-operation with domestic organizations and individuals, with foreign organizations and individuals and with Vietnamese residing overseas in order to implement a project.

9. To raise capital in accordance with law.

10. Other rights as stipulated by law.

Article 20 *Obligations of investors of new urban zone projects, residential zone projects and industrial zone technical infrastructure projects:*

1. To formulate a detailed construction master plan of the project on a scale of 1/500 and to submit the plan to the competent State body for approval in accordance with the law on construction.

2. To directly invest in construction of a synchronous technical infrastructure system and to ensure it connects to the infrastructure system of the surrounding areas in accordance with the schedule for implementation of the project; to invest in the construction of houses and buildings to be built in accordance with the approved master plan and contents of the project.

3. To ensure funding sources to implement the project correctly in accordance with the approved schedule; in a case of raising capital by obtaining advance payments from clients, to implement the provisions in clause 1 of article 14 of this Law.

4. To administer the construction of houses and buildings within the project in which such investor invests and in which other investors participate in investment correctly in accordance with the detailed construction master plan on a scale of 1/500 and correctly in accordance with the approved contents of the project.

5. To be liable for the quality of houses and buildings in accordance with the law on construction.

6. To sell, lease out and grant a hire purchase of houses and buildings; to assign or lease out land use rights which already have infrastructure correctly in accordance with the approved project.

7. To conduct procedures to establish land use rights or ownership of houses and buildings which have been sold or assigned to clients; to conduct procedures to handover technical infrastructure works in accordance with the approved project.

8. To archive, and to lodge a copy for archiving, of project files, design files and files on completion of houses and buildings in accordance with law.

9. To implement the reporting regime in accordance with law and to be subject to checks and inspections by the competent State body.

10. Other obligations as stipulated by law.

Article 21 *Assignment of entire new urban zone projects, residential zone projects and industrial zone technical infrastructure projects*

1. The competent State body must provide written approval to an assignment of an entire new urban zone project, residential zone project or industrial zone technical infrastructure project.

2. An investor who is an assignee must be an organization or individual engaged in real estate business who satisfies the conditions stipulated in clause 1 of article 8 of this Law. An investor being an assignee shall be liable to fully discharge all the obligations of the assigning investor.

3. The assignment of an entire new urban zone project, residential zone project or industrial zone technical infrastructure project must be implemented via a written contract.

4. The Government shall provide specific regulations on assignment of entire new urban zone projects, residential zone projects and industrial zone infrastructure projects.

Section 2

Purchase and Sale of Houses and Buildings

Article 22 *Principles on purchase and sale of houses and buildings*

1. Houses and buildings permitted to be purchased and sold shall comprise existing houses and buildings, and houses and buildings which are currently being constructed or which will be formed in the future pursuant to an approved project, design and schedule.

2. Organizations and individuals conducting real estate business must sell houses and buildings via a real estate trading floor.

3. The sale of a house or building must be accompanied by[7] transfer of the land use right, and shall be regulated as follows:

   (a) In the case of a villa or detached house in an urban area, the land use right must be transferred at the same time;

   (b) In the case of other houses and buildings, transfer of the land use right shall be implemented in accordance with the law on land.

   In the case of the sale of an apartment in an apartment block or the sale of one section of community housing, the sale must include[8] the land use right, common use areas and commonly owned equipment and facilities in the community housing.

7 Allens Arthur Robinson Note: The Vietnamese expression "kem theo" has been consistently translated as "accompanied by".

4. The sale of a house or building must be accompanied by the file on the house or building. The file on a house or building shall contain documents on the formation of the house or building, its ownership, the process of change of the house and building, and the current legal status of the house or building.

5. The sale of a house or building must be expressed in a contract pursuant to the provisions of this Law and other provisions of relevant laws. In the case of a house or building to be formed in the future, the parties must agree in the contract on the price for the purchase and sale at the time of signing the contract, and the price must not depend on the time of handover of the house or building.

Article 23 *Warranty of houses and buildings which have been sold*

1. A seller shall be responsible to provide a warranty to the purchaser of the house or building which has been sold, unless the two parties agree otherwise. The contents, term and form of the warranty shall be as agreed by the two parties in the contract.

2. During the warranty period the seller shall be liable to repair and remedy any defects in and damage to the house or building and to ensure quality standards in accordance with law or in accordance with the agreement in the contract, including construction equipment and common use areas of community housing.

3. In the case of new houses and buildings, the warranty period shall not be shorter than the warranty period for buildings stipulated in the law on construction.

Article 24 *Rights of sellers of houses and buildings:*

1. To require the purchaser to make full payment within the period and by the method agreed in the contract.

2. To require the purchaser to receive [handover of] the house or building within the period agreed in the contract.

3. To demand that the purchaser pay compensation for loss caused by the fault of the purchaser.

4. To unilaterally terminate or rescind the contract when the purchaser breaches the conditions entitling unilateral termination or rescission of the contract as agreed by both parties in the contract or as stipulated by law.

5. Other rights as stipulated by law.

8 Allens Arthur Robinson Note: The literal translation is "must be associated/combined with …"

Article 25 *Obligations of sellers of houses and buildings:*

1. To supply complete and truthful information about a house or building and to be liable for such information which the seller supplies.

2. To handover the house or building to the purchaser correctly on schedule, with the quality and satisfying the other conditions agreed in the contract, and accompanied by the file and [providing] guidelines on use; to transfer ownership of the house or building and the land use right.

3. To provide a warranty of the house or building which has been sold in accordance with the provisions in article 23 of this Law.

4. To pay compensation for loss caused by the fault of the seller.

5. To discharge tax obligations and other financial obligations stipulated by law.

6. Other obligations stipulated by law.

Article 26 *Rights of purchasers of houses and buildings:*

1. To receive [handover of] the house or building accompanied by a certificate of ownership of the house or building, a land use right certificate and the relevant file and documents.

2. To require the seller of the house or building to complete the procedures for purchase and sale of the house and building, and to transfer ownership of the house or building together with the land use right.

3. To require the seller of the house or building to provide a warranty in accordance with article 23 of this Law.

4. To demand that the seller of the house or building pay compensation for loss due to handover of the house or building out of time, or for failure to satisfy the quality requirements or for failure to correctly implement other undertakings in the contract.

5. To unilaterally terminate or rescind the contract if the seller of the house or building is in breach of the conditions entitling unilateral termination of the contract or rescission of the contract as agreed by the two parties in the contract or as stipulated by law.

6. Other rights as stipulated by law.

Article 27 *Obligations of purchasers of houses and buildings:*

1. To make payment to the seller of the house or building within the time-limit and by the method agreed in the contract.

2. To receive [handover of] the house or building accompanied by the file, with the correct quality and within the time-limit as agreed in the contract.

3. To use the house or building for its correct use and design purpose.

4. To pay compensation for loss caused by the fault of the purchaser.

5. Other obligations as stipulated by law.

Section 3

Leasing Houses and Buildings

Article 28 *Principles on leasing houses and buildings:*

1. Only an existing house or building shall be permitted to be leased out.

2. Any organization or individual engaged in the business of leasing out real estate must do so via a real estate trading floor.

3. Any house or building for lease must ensure quality, safety, environmental hygiene and other necessary services ensuring normal operation and use of the house or building in accordance with its use and design purpose and other agreements in the contract.

4. The lease out of a house or building must be expressed in a contract in accordance with the provisions of this Law and other relevant laws.

Article 29 *Rights of lessors of houses and buildings:*

1. To require the lessee to preserve and use the house or building in accordance with its use and design purpose and the agreements in the contract.

2. To require the lessee to pay rent on the times and by the methods agreed in the contract.

3. To require the lessee to return the house or building on expiry of the term of the lease.

4. To demand that the lessee pay compensation for damage, or to repair sections damaged, due to the fault of the lessee.

5. To unilaterally terminate or rescind the contract when the lessee is in breach of conditions entitling unilateral termination or rescission of the contract as agreed by the two parties in the contract or as stipulated by law.

6. Other rights as stipulated by law.

Article 30 *Obligations of lessors of houses and buildings:*

1. To supply complete and truthful information about a house or building and to be liable for such information which the lessor supplies.

2. To handover the house or building to the lessee in accordance with the contract and to guide the lessee on use of the house or building correctly in accordance with its use and design purpose.

3. To periodically maintain and repair the house or building or to do so in accordance with the agreements in the contract.

4. To pay compensation for loss caused by the fault of the lessor.

5. To discharge tax obligations and other financial obligations as stipulated by law.

6. Other obligations as stipulated by law.

Article 31 *Rights of lessees of houses and buildings:*

1. To require the lessor to supply complete and truthful information about the house or building.

2. To receive [handover of] the house or building in accordance with the agreements in the lease contract; and to use the house or building within the term of the lease.

3. To be permitted to sub-let out a part of or the entire house or building if there is such an agreement in the contract or if the lessor provides written approval.

4. To continue to lease on conditions agreed with the lessor if there is a change of owner of the house or building.

5. To require the lessor to repair the house or building currently being leased if it is damaged; and to demand that the lessor pay compensation for loss caused by the fault of the lessor.

6. To unilaterally terminate the contract or to rescind the contract if the lessor breaches conditions entitling unilateral termination or rescission of the contract as agreed by both parties in the contract or as stipulated by law.

7. Other rights as stipulated by law.

Article 32 *Obligations of lessees of houses and buildings:*

1. To preserve and use the house or building in accordance with its use and design purpose and the agreements in the contract.

2. To pay rent and discharge other obligations as agreed in the contract.

3. To return the house or building to the lessor in accordance with the agreements in the contract.

4. To repair any damage to the house or building caused by the fault of the lessee.

5. Not to change, upgrade or dismantle a part of or the entire house or building without the approval of the lessor.

6. To pay compensation for loss caused by the fault of the lessee.

7. Other obligations as stipulated by law.

Section 4

Hire Purchase of Houses and Buildings

Article 33 *Principles on hire purchase of houses and buildings*

1. Only an existing house or building shall be permitted to be hire purchased.

2. Any house or building which is the subject of a hire purchase must ensure quality, safety, environmental hygiene and other necessary services ensuring normal operation and use of the house or building in accordance with its use and design purpose and other agreements in the contract.

3. Any organization or individual engaged in the business of granting a hire purchase of real estate must do so via a real estate trading floor.

4. The hire purchase of a house or building must be expressed in a contract in accordance with the provisions of this Law and other relevant laws.

5. The hire purchase of a house or building must include[9] the land use right and must be accompanied by the file of the house or building.

6. The parties may, in a contract for the hire purchase of a house or building, abridge the time for transfer of ownership of the house or building to the lessee to prior to expiry of the term of the hire purchase.

Article 34 *Rights of the lessor of a hire purchase of a house or building:*

1. To select and to reach agreement with the lessee in the contract on the term of the hire purchase and on the time for transfer of ownership of the house or building.

2. To require the lessee to make payment of the hire purchase rent within the period and by the method agreed in the contract.

3. To require the lessee to supply information on the actual status of the house or building during the term of the hire purchase.

4. To demand that the lessee pay compensation for loss caused by the fault of such lessee.

5. Other rights as stipulated by law.

Article 35 *Obligations of the lessor of a hire purchase of a house or building:*

1. To supply complete and truthful information about the house or building and to be liable for such information which the lessor supplies.

2. To handover the house or building, accompanied by the file of the house or building, on the time and with the quality as agreed in the contract and to provide guidelines on use of the house or building.

3. To transfer ownership of the house or building to the lessee on expiry of the term of the hire purchase or pursuant to the agreement in the contract.

4. To ensure the quality of the house or building during the term of the hire purchase in accordance with the law on construction or pursuant to the agreement in the contract.

5. To pay compensation for loss caused by the fault of the lessor.

6. To discharge tax obligations and other financial obligations as stipulated by law.

7. Other obligations as stipulated by law.

9 Allens Arthur Robinson Note: See footnote to article 22.3(b).

Article 36 *Rights of lessee of hire purchase of house or building*

1. To receive [handover of] the house or building correctly in accordance with the agreement in the contract; and to use the house or building during the term of the hire purchase.

2. To receive ownership of the house or building currently the subject of hire purchase on expiry of the term of the hire purchase or prior to expiry of the term pursuant to the agreement of the parties in the contract.

3. To sub-let out a part of or the entire house or building, or to assign the right to hire purchase the house or building to a third party, only if the lessor agrees.

4. To require the lessor to supply data on, guidelines on use of, and to ensure the quality of the house or building during the term of the hire purchase in accordance with the law on construction or pursuant to the agreement of the parties in the contract.

5. To require the lessor to transfer ownership of the house or building including the land use right, accompanied by the file.

6. To demand that the lessor pay compensation for loss caused by the fault of such lessor.

5. Other rights as stipulated by law.

Article 37 *Obligations of the lessee of a hire purchase of a house or building*

1. During the term of the hire purchase, to preserve and use the house or building correctly in accordance with its use and design purpose and the agreements in the contract.

2. To upgrade and repair the house or building only if the lessor agrees.

3. To make payment of the hire purchase rent of the house or building within the period and by the method agreed in the contract.

4. To discharge obligations on expiry of the hire purchase term in accordance with the contract.

5. To pay compensation for loss caused by the fault of the lessee.

6. Other obligations as stipulated by law.

CHAPTER III

Trading Land Use Rights

Article 38 *Investment in creation of a Land Fund with infrastructure for purposes of assignment or leasing out*

1. Any organization or individual engaged in real estate business shall be permitted to invest in creation of a Land Fund with infrastructure in order to assign or lease out in the following forms:

    (a) Investment in upgrading land and construction of infrastructure in order to assign or lease out the land with infrastructure;

    (b) Investment in infrastructure on assigned land in order to assign or lease out the land with infrastructure;

(c) Investment in infrastructure on leased land in order to lease out the land with infrastructure.

2. Investment in creation of a Land Fund which already has infrastructure for purposes of assignment or leasing out must comply with the land use master plan and plans, the construction master plan and relevant laws.

Article 39 *Assignment and leasing out of land use rights*

1. A land use right shall only be permitted to be assigned or leased out when the land use right satisfies the conditions stipulated in clause 2 of article 7 of this Law.

2. The assignment or leasing out of a land use right shall be implemented in the following forms:

   (a) Agreement between the parties;

   (b) Auction of land use right.

3. The assignment or leasing out of a land use right must be expressed in a contract in accordance with the provisions of this Law and other provisions of relevant laws.

Article 40 *Rights and obligations of the assignor of a land use right*

1. The assignor of a land use right shall have the following rights:

   (a) To require the assignee to make payment within the period and by the method agreed in the contract;

   (b) To require the assignee to receive [handover of] the land on the correct time agreed in the contract;

   (c) To require the assignee to pay compensation for loss caused by the fault of the assignee;

   (d) To unilaterally terminate or to rescind the contract if the assignee breaches conditions entitling unilateral termination or rescission of the contract as agreed by the two parties in the contract or as stipulated by law;

   (dd) Other rights as stipulated by law.

2. The assignor of a land use right shall have the following obligations:

   (a) To supply complete and truthful information about the land use right and to be liable for the information which such assignor supplies;

   (b) To handover the land to the assignee correctly in accordance with the agreement in the contract;

   (c) To conduct procedures for and to deliver the documents on the land use right to the assignee;

   (d) To pay compensation for loss caused by the fault of the assignor;

   (dd) To discharge tax obligations and other financial obligations in accordance with law;

   (e) Other obligations as stipulated by law.

Article 41 *Rights and obligations of the assignee of a land use right*

1. The assignee of a land use right shall have the following rights:

   (a) To require the assignor to supply complete and truthful information about the land use right which has been assigned and [to require the assignor to accept] liability for the information which the assignor supplies;

   (b) To require the assignor to conduct procedures for and to deliver the documents on the land use right;

   (c) To require the assignor to handover land of the correct area, class, type, position, symbol and status quo and [in compliance with] other agreements in the contract;

   (d) To unilaterally terminate or to rescind the contract if the assignor breaches conditions entitling unilateral termination or rescission of the contract as agreed by the two parties in the contract or as stipulated by law;

   (dd) To require the assignor to pay compensation for loss caused by the fault of the assignor;

   (e) Other rights as stipulated by law.

2. The assignee of a land use right shall have the following obligations:

   (a) To exploit and use the land for the correct purpose in compliance with the land use master plan and plans, the investment project and agreements in the contract;

   (b) To make payment to the assignor within the period and by the payment method agreed in the contract;

   (c) To pay compensation for loss caused by the fault of the assignee;

   (dd) Other obligations as stipulated by law.

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

1. The lessor of a land use right shall have the following rights:

   (a) To require the lessee to exploit and use the land for the correct purpose in compliance with the land use master plan and plans, the investment project and agreements in the contract;

   (b) To require the lessee to make payment within the period and by the method agreed in the contract;

   (c) To require the lessee to return the land on expiry of the term of the lease as set out in the contract;

   (d) To unilaterally terminate or to rescind the contract if the lessee breaches conditions entitling unilateral termination or rescission of the contract as agreed by the two parties in the contract or as stipulated by law;

   (dd) To require the lessee to pay compensation for loss caused by the fault of the lessee;

   (e) Other rights as stipulated by law.

2. The lessor of a land use right shall have the following obligations:

(a) To supply complete and truthful information about the land use right and to be liable for the information which such lessor supplies;

(b) To handover the land to the lessee correctly in accordance with the agreement in the contract;

(c) To check and require the lessee to protect and retain the land and to use the land for the correct purpose;

(d) To pay compensation for loss caused by the fault of the lessor;

(dd) To discharge tax obligations and other financial obligations in accordance with law;

(e) Other obligations as stipulated by law.

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

1. The lessee of a land use right shall have the following rights:

(a) To require the lessor to supply complete and truthful information about the land use right which has been leased and [to require the lessor to accept] liability for the information which the lessor supplies;

(b) To require the lessor to handover land of the correct area, class, type, position, symbol and status quo and [in compliance with] other agreements in the contract;

(c) To exploit and use the leased land and to be entitled to the fruits of the lessee's labour and results of investment in the leased land in accordance with the time-limits and agreements in the contract;

(d) To request the lessor to exempt or reduce rent in a case of force majeure;

(dd) To unilaterally terminate or to rescind the contract if the lessor breaches conditions entitling unilateral termination or rescission of the contract as agreed by the two parties in the contract or as stipulated by law;

(e) To require the lessor to pay compensation for loss caused by the fault of the lessor;

(g) Other rights as stipulated by law.

2. The lessee of a land use right shall have the following obligations:

(a) To exploit and use the land for the correct purpose in compliance with the land use master plan and plans, the investment project and agreements in the contract;

(b) To make payment to the lessor within the period and by the method agreed in the contract;

(c) To retain the land and ensure it is not destroyed;

(d) To return the land on expiry of the term of the lease;

(dd) To pay compensation for loss caused by the fault of the lessee;

(e) Other obligations as stipulated by law.

CHAPTER IV

Real Estate Business Services

Section 1

Real Estate Brokerage

Article 44 *Principles on real estate brokerage activities*

1. Any organization or individual who satisfies the conditions stipulated in clauses 2 and 3 of article 8 of this Law shall be permitted to provide real estate brokerage business services (hereinafter referred to as *a real estate broker*), and to act as an intermediary in negotiating and signing a real estate business contract and shall be entitled to remuneration and commission in accordance with a real estate brokerage contract.

2. Real estate brokerage activities must be conducted publicly, honestly and in compliance with law.

3. A real estate broker shall not be permitted to be both the intermediary and a party performing a contract in the one real estate business transaction.

Article 45 *Contents of real estate brokerage:*

1. To seek parties who satisfy the conditions stipulated by the client in order to participate in negotiating and signing a contract.

2. To act as representative pursuant to authorization in order to undertake work related to real estate business activities.

3. To supply information to and to assist parties in negotiating and signing a contract of purchase and sale, assignment, lease or hire purchase of real estate.

Article 46 *Real estate broker's remuneration*

1. A real estate broker shall be entitled to receive broker's remuneration from a client independent of the result of the transaction for the purchase and sale, assignment, lease or hire purchase of real estate as between the client and a third party.

2. The level of broker's remuneration as agreed by the parties in a contract shall not depend on the price of the transaction which is being broked.

Article 47 *Real estate broker's commission*

1. A real estate broker shall be entitled to receive broker's commission in accordance with the brokerage contract when the introduced party signs a contract of purchase and sale, assignment, lease or hire purchase of real estate.

2. The level of broker's commission shall be as agreed by the parties in accordance with a percentage of the price of the contract of purchase and sale, assignment, lease or hire purchase of the real estate or at a percentage of the price difference between the selling price of the real estate and the price provided by the introduced person or a specific sum of money as agreed by the parties in the real estate brokerage contract.

Article 48 *Rights of real estate brokers:*

1. To provide real estate brokerage services in accordance with the provisions of this Law.

2. To require a client to supply the file, information and data relating to the real estate.

3. To be entitled to broker's commission [and/or] broker's remuneration pursuant to the real estate brokerage contract signed with the client.

4. To hire other brokers to carry out real estate brokerage work within the scope of the real estate brokerage contract signed with the client, but to remain liable to the client for the results of such brokerage.

5. To collate information on the policies and law on real estate business.

6. To unilaterally terminate or rescind the real estate brokerage contract when the client breaches conditions entitling unilateral termination or rescission of the contract as agreed by the two parties in the contract or as stipulated by law.

7. To select participation in a real estate trading floor.

8. To lodge complaints and to make denunciations about breaches of the law during real estate brokerage activities.

9. Other rights as stipulated by law.

Article 49 *Obligations of real estate brokers:*

1. To correctly perform the real estate brokerage contract.

2. To supply information about real estate made available for trading and to be liable for such information which the broker supplies.

3. To assist the parties during negotiating and signing of a contract of purchase and sale, assignment, lease or hire purchase of real estate.

4. To implement the reporting regime in accordance with law; and to be subject to inspection and checks by the competent State body.

5. To pay compensation for loss caused by the fault of the broker.

6. To discharge tax obligations and other financial obligations in accordance with law.

7. Other obligations as stipulated by law.

Article 50 *Real estate broker's certificates*

1. An individual who satisfies all the following conditions shall be issued with a real estate broker's certificate:

    (a) Having full civil legal capacity;

    (b) Having undergone training on real estate brokerage;

    (c) Lodging an application file for the issuance of a real estate broker's certificate.

2. An application file for the issuance of a real estate broker's certificate shall comprise the following documents:

   (a) Application for the issuance of a real estate broker's certificate certified by the people's committee of the commune, ward or township where the applicant resides, accompanied by a photo of the applicant;

   (b) Copy certificate of having passed a training course on real estate brokerage.

3. Provincial people's committees shall direct and organize the issuance of real estate broker's certificates.

4. The Government shall provide specific regulations on real estate brokerage training; on the issuance and revocation of real estate broker's certificates; and on the administration of real estate brokers' professional practice.

Section 2

Real Estate Valuation

Article 51 *Principles on real estate valuation activities*

1. Any organization or individual providing real estate valuation business services (hereinafter referred to as *a real estate valuer*) must satisfy the conditions stipulated in clause 2 of article 8 of this Law.

2. A valuation of real estate must be based on technical criteria, on the nature, position, scale and actual status of the real estate, and on the market value at the time of the valuation.

3. A valuation of real estate must be independent, objective, truthful and in compliance with law.

Article 52 *Certificate of a real estate valuation*

1. A certificate of a real estate valuation shall contain the following particulars:

   (a) The real estate which has been valued;

   (b) The position and scale of the real estate;

   (c) The nature and actual status of the real estate;

   (d) The legal status of the real estate;

   (dd) Restrictions of[10] the real estate;

   (e) The method of valuing the real estate;

   (g) The time of valuing the real estate;

   (h) The value of the real estate;

   (i) Other contents.

10 Allens Arthur Robinson Note: This is the literal translation; contrast "restrictions applicable to the real estate".

2. A certificate of real estate valuation shall provide reference material for parties to consult when they negotiate and make a decision on the price of the purchase and sale, assignment, lease out or grant of a hire purchase of the real estate.

3. A certificate of real estate valuation shall be made in three (3) copies which shall be of equal legal validity; two copies shall be delivered to the client, and one copy shall be retained by the real estate valuer.

Article 53 *Rights of real estate valuers:*

1. To supply real estate valuation services in accordance with the provisions of this Law and other provisions of relevant laws.

2. To require a client to supply the file, information and data relating to the real estate as the basis for the valuation.

3. To collate information on the policies and law on real estate business.

4. To require the client to pay for services in accordance with the agreement in the contract.

5. To hire another valuer to implement real estate valuation work within the scope of the real estate valuation contract signed with the client, but to remain liable to the client for the results of the valuation.

6. To unilaterally terminate or rescind the real estate valuation contract when the client breaches conditions entitling unilateral termination or rescission of the contract as agreed by the two parties in the contract or as stipulated by law.

7. Other rights as stipulated by law.

Article 54 *Obligations of real estate valuers:*

1. To implement the agreements in the real estate valuation contract signed with the client.

2. To deliver the certificate of real estate valuation to the client and to be liable for such certificate.

3. To purchase professional indemnity insurance for real estate valuation.

4. To implement the reporting regime in accordance with law; and to be subject to inspection and checks by the competent State body.

5. To retain the file and data on the real estate valuation.

6. To pay compensation for loss caused by the fault of the valuer.

7. To discharge tax obligations and other financial obligations in accordance with law.

8. Other obligations as stipulated by law.

Article 55 *Real estate valuer's certificates*

1. Any individual who satisfies all the following conditions shall be issued with a real estate valuer's certificate:

    (a) Having full civil legal capacity;

(b) Having educational qualifications at college level or higher;

(c) Having undergone training on real estate valuation;

(d) Lodging an application file for the issuance of a real estate valuer's certificate.

2. An application file for the issuance of a real estate valuer's certificate shall contain:

   (a) Application for the issuance of a real estate valuer's certificate certified by the people's committee of the commune, ward or township where the applicant resides, accompanied by a photo of the applicant;

   (b) Copy diploma of graduation from college or higher level;

   (c) Copy certificate of having passed a training course on real estate valuation.

3. Provincial people's committees shall direct and organize the issuance of real estate valuer's certificates.

4. The Government shall provide specific regulations on real estate valuation training; on the issuance and revocation of real estate valuer's certificates; and on the administration of real estate valuers' professional practice.

Section 3

Real Estate Trading Floors

Article 56 *Principles on organization and operation of real estate trading floors*

1. Any organization or individual engaged in real estate business or any organization or individual providing real estate business services shall be permitted to establish a real estate trading floor or to hire the real estate trading floor of another organization or individual in order to service the former's real estate business activities.

2. A real estate trading floor must be a legal entity. If an enterprise or co-operative engaged in real estate business establishes a real estate trading floor, then such trading floor must have legal entity status or must use the legal entity status of the enterprise or co-operative engaging in real estate business in order to operate.

3. The operation of a real estate trading floor must be conducted publicly, transparently and in compliance with law.

4. A real estate trading floor, and any enterprise or co-operative engaged in real estate business which establishes a real estate trading floor, shall be liable for the operation of such real estate trading floor.

5. A real estate trading floor must have a name, address and a nameplate, and must announce its establishment on the mass media; prior to commencing operation, a real estate trading floor must notify the competent State body in the locality.

Article 57 *Conditions for establishing a real estate trading floor:*

1. Satisfying the conditions stipulated in clause 2 of article 8 of this Law.

2. Having operational rules of the real estate trading floor.

3. Having material and technical facilities servicing the operational contents of the real estate trading floor.

4. Having managers and operators of the real estate trading floor who satisfy the conditions stipulated by the Government.

Article 58 *Operational contents of a real estate trading floor:*

1. Transactions of purchase and sale, assignment, lease and hire purchase of real estate.

2. Real estate brokerage.

3. Real estate valuation.

4. Real estate consultancy.

5. Real estate advertising.

6. Real estate auctioning.

7. Real estate management.

Article 59 *Trading real estate via a real estate trading floor*

1. Any organization or individual engaged in real estate business who sells, assigns, leases out or grants a hire purchase of real estate must conduct the transaction via a real estate trading floor in accordance with the provisions of this Law.

2. The State encourages organizations and individuals not engaged in real estate business to implement real estate transactions via a real estate trading floor in order to ensure that transactions are conducted publicly, transparently and in the interests of the parties.

Article 60 *Rights of managers and operators of a real estate trading floor:*

1. To manage and operate the operation of the real estate trading floor.

2. To request competent State bodies to supply information relating to real estate in accordance with law.

3. To require clients to supply information and data about real estate made available to be traded on the real estate trading floor.

4. To refuse to make available on the real estate trading floor any real estate which fails to satisfy the conditions to be made available for trading.

5. To collect service fees from clients who make real estate available to be traded on the real estate trading floor.

6. To demand that a client pay compensation for loss caused by the fault of such client.

7. Other rights as stipulated by law.

Article 61 *Obligations of managers and operators of a real estate trading floor:*

1. To ensure that real estate which is made available to be traded on the real estate floor satisfies all the conditions to be made available for trading.

2. To supply complete and truthful information and data relating to real estate and to be liable for the information and data which such manager or operator supplies.

3. To provide real estate services on the real estate trading floor.

4. To ensure that the real estate trading floor has material and technical facilities and conditions servicing its operation.

5. To ensure that the real estate trading floor operates correctly in terms of its registered items; to implement the reporting regime in accordance with law and to be subject to inspection and checks by the competent State body; to discharge tax obligations and other financial obligations in accordance with law.

6. To pay compensation for loss caused by the fault of such manager or operator.

7. Other obligations as stipulated by law.

Article 62 *Rights and obligations of organizations and individuals participating in a real estate trading floor*

1. Organizations and individuals participating in a real estate trading floor shall have the following rights:

    (a) To request the supply of information and data relating to real estate;

    (b) To request the provision of real estate services;

    (c) To demand that the real estate trading floor pay compensation for loss caused by the fault of such real estate trading floor;

    (d) Other rights as stipulated by law.

2. Organizations and individuals participating in a real estate trading floor shall have the following obligations:

    (a) To implement the operational rules of the real estate trading floor;

    (b) To pay service fees to the real estate trading floor;

    (c) To pay compensation for loss caused by the fault of such organization or individual;

    (d) Other obligations as stipulated by law.

Section 4

Other Real Estate Services

Article 63 *Real estate consultancy*

1. Any organization or individual providing real estate consultancy business services must satisfy the conditions stipulated in clause 2 of article 8 of this Law.

2. Real estate consultancy business services shall comprise:

   (a) Legal advice on real estate;

   (b) Advice on investment in the creation of and conduct of business in real estate;

   (c) Advice on real estate finance;

   (d) Advice on the price of real estate;

   (dd) Advice on contracts of purchase and sale, assignment, lease and hire purchase of real estate;

   (e) Advice on other matters relating to real estate.

3. The contents and scope of consultancy, the rights and obligations of the parties and the fees for the real estate consultancy services shall be as agreed by the parties in a contract.

4. Any organization or individual providing real estate consultancy business services shall be liable for the contents of advice provided and to pay compensation for loss caused by the fault of such organization or individual.

Article 64 *Real estate auctioneering*

1. Any organization or individual providing real estate auctioneering business services must satisfy the conditions stipulated in clause 2 of article 8 of this Law.

2. Real estate auctioneering must be conducted publicly and transparently and on the principle of protection of the interests of the parties.

3. The forms of real estate auctioneering shall comprise:

   (a) Direct by words;

   (b) Casting votes;

   (c) Other forms as agreed by the parties or as stipulated by law.

4. An organization or individual providing real estate auctioneering business services must publicly announce complete and accurate information about the real estate on a board listing the auction as supplied by the organization or individual selling or assigning the real estate[11].

5. The form and contents of an auction of real estate, the rights and obligations of the parties, and the fees for the auctioneering services shall be as agreed by the parties in the contract.

6. An organization or individual providing real estate auctioneering business services shall be liable to implement undertakings in the contract and to pay compensation for loss caused by the fault of such organization or individual.

7. An auction must be implemented in accordance with the provisions of this Law and the law on auctions.

Article 65 *Real estate advertising*

11 Allens Arthur Robinson Note: This translation follows the original word order but the intention may be that the client need only supply the information, not the board.

1. Any organization or individual providing real estate advertising business services must satisfy the conditions stipulated in clause 2 of article 8 of this Law.

2. Real estate advertising shall be conducted via a real estate trading floor, on the mass media or by other means.

3. The form and contents of an advertisement, the rights and obligations of the parties and the fees for the real estate advertising services shall be as agreed by the parties in the contract.

4. An organization or individual providing real estate advertising business services shall be liable to implement undertakings in the contract and to pay compensation for loss caused by the fault of such organization or individual.

5. An advertisement about real estate must be implemented in accordance with the provisions of this Law and the law on advertising.

Article 66 *Real estate management*

1. Any organization or individual providing real estate management business services must satisfy the conditions stipulated in clause 2 of article 8 of this Law.

2. The contents of real estate management business services shall comprise:

    (a) The sale, assignment, lease and hire purchase of real estate as authorized by the owner or user of the real estate;

    (b) Provision of services ensuring preservation of the normal operation of the real estate;

    (c) Performance of repairs to and maintenance of real estate;

    (d) Management and supervision of exploitation and use of real estate of a client for the correct use and design purpose of the real estate;

    (dd) Exercise of the rights and discharge of the obligations of a client to the State as authorized by the owner or user of the real estate.

3. The contents and scope of real estate management, the rights and obligations of the parties and the fees for the real estate management services shall be as agreed by the parties in the contract.

4. An organization or individual providing real estate management business services shall be liable for the real estate management pursuant to the contract and shall be liable to pay compensation for loss caused by the fault of such organization or individual.

CHAPTER V

Real Estate Business Contracts, Real Estate Services Contracts

Article 67 *Types of real estate business contracts, and types of real estate business services contracts*

1. Real estate business contracts shall comprise:

    (a) Contracts of purchase and sale of a house or building;

(b) Contracts of assignment of a land use right;

(c) Contracts of lease of real estate;

(d) Contracts of hire purchase of a house or building.

2. Real estate business services contracts shall comprise:

(a) Contracts for real estate brokerage;

(b) Contracts for real estate valuation;

(c) Contracts for real estate consultancy;

(d) Contracts for auction of real estate;

(dd) Contracts for advertising real estate;

(e) Contracts for management of real estate.

3. Real estate business contracts and real estate business services contracts must be expressed in writing; the notarization and certification of real estate business contracts shall be as agreed by the parties, unless the law provides otherwise; signing of contracts must comply with the provisions of this Law, the Civil Code and other provisions of relevant laws.

Article 68 *Price of purchase and sale, assignment, lease and hire purchase of real estate, and fees for real estate business services*

1. The price of a purchase and sale, assignment, lease or hire purchase of real estate shall be as agreed by the parties, via an auction or as stipulated by law.

   The parties in the contract shall be permitted to agree to select a third party to determine the price of the purchase and sale, assignment, lease or hire purchase of real estate; in the case of real estate belonging to a project entitled to State incentives in order to service policy objects, the State shall regulate a framework or the principles for forming the price of the real estate.

2. The fees for real estate business services shall be as agreed by the parties; if the fees are unable to be agreed, a determination of the fees shall be based on market fees for services of the same type at the time of signing the contract and on the location of performance of the services.

3. If there is an agreement on amendment of fees in the contract prior to contractual performance and then there are changes affecting the fees stipulated in the contract during contractual performance, the parties may agree to amend the contractual fees.

Article 69 *Payment for real estate transactions*

1. The parties shall agree to select the following methods of payment for a real estate transaction:

(a) Payment via a credit institution operating in Vietnam;

(b) Direct payment to the seller, assignor, lessor or lessor granting the hire purchase of the real estate.

2. Payment for a real estate transaction shall be agreed by the parties in the contract in the form of a one-off payment, advance payment or deferred [or] instalment payments.

Article 70 *Contract of purchase and sale of a house or building*

1. A contract of purchase and sale of a house or building shall contain the following particulars:

    (a) Names and addresses of the seller and purchaser;

    (b) The information about the real estate stipulated in clause 3 of article 11 of this Law;

    (c) Price of the purchase and sale;

    (d) Payment method and time for payment;

    (dd) Time for handover and receipt of the house or building and accompanying file;

    (e) Rights and obligations of the parties;

    (g) Warranty;

    (h) Dispute resolution;

    (i) Other items as agreed by the parties or as stipulated by law.

2. In a case of a purchase and sale of real estate in the form of advance payment, or deferred [or] instalment payments, the contract of purchase and sale of the house or building must ensure the principles stipulated in article 14 of this Law.

Article 71 *Contract of assignment of a land use right*

1. A contract of assignment of a land use right shall contain the following particulars:

    (a) Names and addresses of the assignor and assignee;

    (b) The information about the land use right stipulated in clause 3 of article 11 of this Law;

    (c) Price of the assignment;

    (d) Payment method and time for payment;

    (dd) Time for handover and receipt of the land and accompanying file;

    (e) Rights and obligations of the parties;

    (g) Dispute resolution;

    (h) Other items as agreed by the parties or as stipulated by law.

2. In a case of an assignment of a land use right in the form of deferred [or] instalment payments, the contract of assignment of the land use right must ensure the principles stipulated in article 14 of this Law.

Article 72 *Contract of lease of real estate*

A contract of lease of real estate shall contain the following particulars:

1. Names and addresses of the lessor and lessee.

2. The information about the real estate stipulated in clause 3 of article 11 of this Law.

3. Price of the lease of real estate.

4. Payment method and time for payment.

5. Term of the lease of real estate; and time for handover and receipt of the real estate.

6. Rights and obligations of the parties.

7. Use requirements and liability to repair and upgrade (if any).

8. Dealing with assets (if any) on the land.

9. Requirements on status of the real estate when it is returned to the lessor.

10. Dispute resolution.

11. Other items as agreed by the parties or as stipulated by law.

Article 73 *Contract of hire purchase of a house or building*

1. A contract of hire purchase of a house or building shall contain the following particulars:

   (a) Names and addresses of the lessor and lessee;

   (b) The information about the real estate stipulated in clause 3 of article 11 of this Law;

   (c) Price of the hire purchase;

   (d) Payment method and time for payment;

   (dd) Term of the hire purchase;

   (e) Agreement (if any) on transfer of ownership of the house or building to the lessee prior to expiry of the [term of the] hire purchase;

   (g) Time for handover of the house or building;

   (h) Time, conditions and procedures for transfer of ownership of the house or building to the lessee;

   (i) Rights and obligations of the parties;

   (k) Dispute resolution;

   (l) Other items as agreed by the parties or as stipulated by law.

2. A contract of hire purchase of a house or building must be notarized.

Article 74 *Contract for real estate brokerage*

A contract for real estate brokerage shall contain the following particulars:

1. Names and addresses of the broker and client.

2. Object and contents of the brokerage.

3. Requirements and result[12] of the brokerage services.

4. Duration of implementation of the brokerage.

5. Broker's remuneration [and/or] commission.

6. Payment method and time for payment.

7. Rights and obligations of the parties.

8. Dispute resolution.

9. Other items as agreed by the parties or as stipulated by law.

Article 75 *Contract for real estate valuation*

A contract for real estate valuation shall contain the following particulars:

1. Names and addresses of the valuer and client.

2. Real estate to be valued.

3. Duration of and schedule for implementation.

4. Fees for the valuation services.

5. Payment method and time for payment.

6. Rights and obligations of the parties.

7. Dispute resolution.

8. Other items as agreed by the parties or as stipulated by law.

Article 76 *Contract for real estate consultancy*

A contract for real estate consultancy shall contain the following particulars:

1. Names and addresses of the consultant and client.

2. Contents and scope of the consultancy.

3. Duration of and schedule for implementation of the consultancy services.

4. Fees for the consultancy services.

5. Payment method and time for payment.

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12 Allens Arthur Robinson Note: This is the literal translation, but query whether it is a typo for "requirements on result…".

6. Rights and obligations of the parties.

7. Dispute resolution.

8. Other items as agreed by the parties or as stipulated by law.

Article 77 *Contract for auction of real estate*

A contract for auction of real estate shall contain the following particulars:

1. Names and addresses of the auctioneer and of the client.

2. Real estate to be auctioned.

3. Time, location and form of the auction.

4. Opening price of the real estate to be auctioned.

5. Duration of and schedule for implementation.

6. Fees for the auctioneering services.

7. Payment method and time for payment.

8. Rights and obligations of the parties.

9. Dispute resolution.

10. Other items as agreed by the parties or as stipulated by law.

Article 78 *Contract for advertising real estate*

A contract for advertising real estate shall contain the following particulars:

1. Names and addresses of the party providing the advertising business services and of the client.

2. Real estate to be advertised.

3. Form, contents, scope and media of the real estate advertisement.

4. Location, time and quantity of the real estate advertisements.

5. Fees for the advertising services.

6. Payment method and time for payment.

7. Rights and obligations of the parties.

8. Dispute resolution.

9. Other items as agreed by the parties or as stipulated by law.

Article 79 *Contract for management of real estate*

A contract for management of real estate shall contain the following particulars:

1. Names and addresses of the manager and of the party hiring the real estate manager.

2. Real estate to be managed.

3. Contents and scope of the real estate management.

4. Requirements applicable to the real estate manager.

5. Fees for the management services.

6. Payment method and time for payment.

7. Rights and obligations of the parties.

8. Duration of the management of the real estate.

9. Dispute resolution.

10. Other items as agreed by the parties or as stipulated by law.

CHAPTER VI

Implementing Provisions

Article 80 *Effectiveness*

This Law shall be of full force and effect as from 1 January 2007.

Article 81 *Implementing guidelines*

The Government shall provide detailed guidelines for implementation of this Law.

This Law was passed by Legislature XI of the National Assembly of the Socialist Republic of Vietnam at its 9th Session on 29 June 2006.

The Chairman of the National Assembly

NGUYEN PHU TRONG