**SOCIALIST REPUBLIC OF VIETNAM**

**Independence - Freedom – Happiness**

**CONTRACT FOR LAND USE RIGHTS AND ASSETS ATTACHED LAND (1)**

**(No.: …………./HĐCTSGLD)**

Today, on ……month ……., At ……….We include:

**GIVENING PARTY (PARTY A):**

a) In case of being an individual:

Mr/Ms: ………… Birth year:…………

ID number: ………… Date of issue ………. Place of issue: …………

Address: ……………

Phone: ……………

As the owner of real estate: ……………

b) In case of co-owner:

Mr/Ms: ………… Birth year:……………

ID number: ……… Date of issue ……. Place of issue: …………

Household: …………

Address: …………

Phone: …………

And

Mr/Ms: …………… Birth year:………

ID number: ……… Date of issue …………. Place of issue: ………

Household: ………

Address: ………

Phone: …………

As the owner of real estate: ……………

Documents of ownership and reference to real estate that have been issued to Party B by the competent authority include:…………………

**GIVEN PARTY (PARTY B):**

Mr/Ms: ………Birth year:………

ID number: ……… Date of issue ………. Place of issue: …………

Household: ………

Address: …………

Phone: …………

And

Mr/Ms: ……… Birth year:………

ID number: ……… Date of issue ………. Place of issue: ………

Household: …………

Address: …………

Phone: ………

The two parties agree to donate land use rights and land-attached assets under the following agreements:

**ARTICLE 1: OBJECTIVES OF THE CONTRACT**

1.1. Land use rights

Party A's land use right to the land parcel according to ………. , specifically as follows:

- Land parcel number: ..................

- Map sheet No.: ........

- Address of the land plot: ……………

- Area: ............ m2 (In words: ........

- Uses:

   + Private use: .......... m2

   + General use: .............. m2

- Uses:........

- Expiry date:..............

- Origin of use: .............

Restrictions on land use rights (if any): ..............

1.2. Assets attached to land are: ....................

Documents on property ownership have: ................

1.3. The value of land use rights and properties attached to the land mentioned above is ................VND (In words: ......... VND)

**ARTICLE 3: REGISTRATION FOR GIVENING LAND USE RIGHTS AND LAND-ATTACHED ASSETS AND FEES**

3.1. The registration of donation of land use rights and land-attached assets at a competent authority in accordance with law is responsible for Party A's implementation.

3.2. Fees related to the donation of land use rights and land-attached assets under this Contract shall be paid by Party A.

ARTICLE 4: ALLOCATION AND REGISTRATION OF LAND USE RIGHTS, REGISTRATION OF OWNERSHIP OF LAND-attached properties

4.1. Party A is obliged to hand over the land parcel and property on land as mentioned in Article 1 of this Contract together with the papers on land use rights, papers on ownership of property on land to Party B at the time of purchase. ................................. ..............................

4.2. Party B is obliged to register land use rights, register ownership of land-attached assets at a competent authority in accordance with the law.

ARTICLE 3: RESPONSIBILITIES FOR PAYING TAXES AND FEES

Taxes and fees related to the donation of land use rights and land-attached assets under this Contract shall be borne by the party ............ ...... is responsible for submission.

**ARTICLE 4: OBLIGATIONS OF PARTY A**

4.1. Allocate land with sufficient area, right class, type of land, location, number, condition of land and properties attached to land as agreed upon;

4.2. To hand over papers related to land use rights and land-attached assets to the donor to carry out procedures for registration of land use rights and ownership of land-attached assets.

**ARTICLE 5: OBLIGATIONS OF THE PARTY**

5.1. Register land use rights and property ownership rights at competent state agencies in accordance with the law on land;

5.2. Ensuring the rights of a third party to the donated land and properties attached to the land;

5.3. Perform other obligations in accordance with the law on land.

**ARTICLE 6: RIGHTS OF THE PARTY**

6.1. Request Party A to hand over the right area, right class of land, type of land, location, number, condition of land and properties attached to land as agreed;

6.2. To use land and own properties attached to land for the right purposes and on time;

6.3. To be granted certificates of land use rights and ownership of land-attached assets.

**ARTICLE 7: CONTRACT DISPUTE SETTLEMENT METHODS**

During the performance of this Contract, if a dispute arises, the parties shall jointly negotiate to resolve on the principle of respecting each other's interests; in case of failure to settle, either party has the right to initiate a lawsuit to request a competent court to settle in accordance with law.

**ARTICLE 8: ASSESSMENT OF THE PARTY PARTIES**

Party A and Party B are responsible before the law for the following commitments:

8.1. Party A undertakes:

a.The information about the identity, about the land plot and properties attached to the land stated in this Contract is true.

b) The land plot is donated to the land use right as prescribed by law;

c) At the time of entering into this Contract:

    - The land plot and properties attached to the land are not disputed;

    - The right to use land and properties attached to land shall not be distrained to secure judgment enforcement;

d) The conclusion of this Contract is completely voluntary, not deceived, not forced;

e) To properly and fully perform the agreements stated in this Contract.

8.2. Party B undertakes to:

a) The personal information stated in this Contract is true;

b) Having carefully considered and know clearly about the land parcel and assets attached to land mentioned in Article 1 of this Contract and papers on land use rights and ownership of land-attached assets;

c) The conclusion of this Contract is completely voluntary, not deceived, not forced;

d) To properly and fully perform the agreements stated in this Contract.

**ARTICLE 9: GENERAL TERMS**

9.1. Both parties clearly understand their rights, obligations and legitimate interests as agreed in this contract.

9.2. The two parties have re-read this contract themselves, have understood and agreed to all the terms stated in the contract.

9.3. This contract is effective from …… month ……. year …… to date …… month ….. …….

The contract is made into …………. (………….) copies, each party keeps one copy and has the same value.

            **THE GIVENING PARTY (Party A) THE GIVENING PARTY (Party B)**

                    (Sign / fingerprint, write full name) (Sign / fingerprint, write full name)

**NOTICE'S VERIFICATIONS**

Today, day ....... month ........ year ........ , at: .........

I ........., Notary public notary office ............

No. ......... province (city) .............

**NOTARIZED:**

- The contract for donation of land use rights and assets attached to the land entered into between Party A is .... and party B is ....; the parties have voluntarily agreed to enter into a contract;

- At the time of notarization, the parties that have entered into the contract have the appropriate civil act capacity as prescribed by law;

- The content of the agreement of the parties in the contract does not violate the prohibition of the law, does not violate social ethics;

- ...............

- This contract is made into ...... originals (each original includes ........ sheets, ........pages), delivered to:

+ Party A ...... the original;

+ Party B ....... the original;

Keep one original at the Notary Office.

                                               No........., book No.... ..TP/CC-SCC/HDGD.

                                                                             **NOTARY**

**(Sign, seal and write full name)**