

American University of Armenia

Masters' thesis:

Forest Land Lease

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Abstract

In our today's reality the problem of land lease is becoming more and more actual. As land lease includes also forest land lease, the actuality of discussing the issue is growing. The paper includes the researched cases and interviews with some specialists of the field. It undermines the main laws and regulations which deal with this issue and shows the ways how to solve problems arising. This paper presents the analyses of the main gaps existing in this sphere. There are two central problems that we should find answers to. The first one concerns the problem of publicity of the lease information, and the second one is the problems of the land registration. The paper covers also the procedure of reforms and the ways of improvements to satisfy the demands of developed countries.

Chapter 1. Transaction Description, Social Value, Public Policy.

This study is about the lease of state lands, particularly for forestation or reforestation purposes.

Forests have special significance among the natural resources as an important component of the natural heritage, and also they are significant from environmental and social-economic point of view. As nowadays Armenian Government (hereinafter "Government") does not have enough financial recourses to use these lands for their natural

purposes¹, which means that the leased land may be provided only for the needs of forest economy, and to take appropriate care of the forests, the transaction described in this paper may provide a good opportunity for creating new forests or for reforestation. Leasing of State lands for the mentioned purposes and forestation of those lands will have a good impact on the environment, including protection of some species of animals and birds, as well as on the economical development of the country by foreign investments that also might lead to creation of jobs.

Chapter 2. Interests of the parties involved in the transaction

The parties involved in state land lease transaction are private individuals and legal entities from one side (hereinafter “Lessee”) and the relevant authorized body of the Government from the other side (hereinafter “Lessor”).

Both Lessor and Lessee in the land lease transaction have their corresponding interests. Both Lessee and Lessor may have the same interest to protect the environment including some species of animals and/or birds such as bears, wolves, foxes, blue tit, blackcap, common buzzard, while it may be of Lessee’s interest to pay less rent and instead make more investments to the land itself. In contrast to this the Government may have an interest set up higher rent-charges and have as much revenue as possible.

Depending on the situation the interests of all parties may both converge and diverge. When the Government is willing to protect the environment but does not have sufficient funding, and when Lessee offers financial support for that purpose the interests of

¹ See Appendix B: Armenian text of RA Laws and Regulations, RA Land Code, Article 25

both parties converge. But when, the Lessee wishes to lease the land in order to make sure that the investment will serve to its purpose, the Government may set up either high rent-charges or demand more investment. When the investor is limited with the offers of the Government and does not have many options to choose from, the interests of the parties, at this point, may diverge.

Chapter 3. Armenian Legislation Regulating the Transaction

RA legislation provides several legal sources regulating state (including state forest) land lease. The laws regulating this transaction are: RA Civil Code, adopted on May 5, 1998 as amended through February 05, 2000 to December 25, 2006² (hereinafter “Civil Code”), RA Land Code, adopted on May 2, 2001, as amended through February 05, 2002 to November 27, 2006³ (hereinafter “Land Code”), and RA Forest Code, adopted on October 24, 2005, (hereinafter “Forest Code”).

According to Land Code, Article 48(2), (4) the State lands may be leased by tenders and by public auctions.⁴

Under Chapter 16 of the same Code state lands may be leased temporary for 99 (ninety nine) years, except for agricultural lands, which may be leased for no longer than 25 (twenty five) years.⁵

² In RA Civil Code there were made 28 amendments.

³ In RA Land Code there were made 9 amendments.

⁴ See Appendix B: Armenian text of RA Laws and Regulations, RA Land Code, Article 48(2),(4).

⁵ Ibid. Chapter 16.

According to the same Code state lands may be leased to:

- 1) RA citizens;
- 2) RA legal entities and foreign state;
- 3) Foreign residents and non-Armenian citizens having Armenian special residency cards;
- 4) Foreign States and international organizations.⁶

State authorities should create tender commissions (hereinafter “Commission”) to organize and implement tenders. The Commission defines the aim of the transaction and prepares information regarding 1) the land, 2) the size, 3) the tenancy deadline for the land, 4) the location, and the initial amount of rent for the land, 5) the objective use, 6) the measures to be undertaken for nature protection and land preservation.⁷ Article 78 describes the procedure for organization of tenders. According to this Article the tenders are held open for participation of any person. A month before the Commission announces through mass media the information on the 1) property subject to lease, 2) type, 3) location, 4) month, 5) day and time of the tender, as well as 7) data on the terms and requirements for the tender, 8) procedures of tender conduction, 9) registration for participation, and 10) the initial price of the tender, which is defined by the Commission.⁸

The State forest lands or forests may be leased on the basis of tender, which may be both public, and non-public. Only RA Government Resolution may organize non-public tenders.⁹ A lessee may use forestlands according to the laws and lease contract¹⁰. Under the

⁶ Ibid. Article 76.

⁷ Ibid. Article 77.

⁸ Ibid. Article 78.

⁹ See Appendix B: Armenian text of RA Laws and Regulations, RA Forest Code, Article 48.

Article 50 the forest lands may be leased for not more than 60 (sixty) years and the Government sets the minimum payment for rent¹¹. But renting of forest lands may be for not more than 60 (sixty) years, if the lessee is obligated to make an investment for minimum 150 mln AMD¹².

According to the Civil Code Article 610, land lease contract shall be: 1) in writing, 2) notarized, and 3) registered by the state cadastre¹³. The Civil Code, Article 622 describes the situations when the land lease contract may be terminated by the lessor. According to the mention article the contract may be terminated when the lessee uses the property with substantial breach of the contract, worsens the property, and fails to make payments more than twice after due time set forth in the contract.¹⁴ The Article 623 of the same code defines the conditions under which the lease contract may be terminated by the lessees. According to this article it may be terminated on demand of the lessee when the lessor does not give the property for the use or makes obstacles for the lessee to use it in accordance with the contract.¹⁵

¹⁰ Ibid. Article 49.

¹¹ Ibid. Article 50.

¹² RA Government Resolution 806, 20.06.2006.

¹³ See Appendix B: Armenian text of RA Laws and Regulations, RA Civil Code, Article 610.

¹⁴ Ibid. Article 622.

¹⁵ Ibid. Article 623.

Chapter 4. Case Studies and Interviews

The interviews showed that there are some forest lands in Armenia that have been leased already¹⁶.

Recently, such transaction took place between one of the State Non-Commercial Organizations (hereinafter “SNCO”) of the Ministry of Ecology and a domestic private legal entity. According to the interview with the director of “Argelocaparkayin Hamalir” (“SNCO”), Ashot Avalyan, there was an announcement in the newspaper called “*Haysastani Hanrapetutyun*” (“Republic of Armenia”) that at a certain day and time there would be held a tender for a lease of forest land. The interested persons had to give their applications 3(three) days before the tender. There were two applications and the tender was open. The winner was the one who offered the best plan for land use and also the highest amount for the rent. At the same day of a tender the lease contract for 30 ha land has been executed.¹⁷ Under the contract the lessee was obligated to use the land only for its natural purposes, which means that the leased land may be provided only for the needs of forest economy¹⁸. The lessee was also obligated to 1) do reforestation 2) to take care of the trees, which already exist on that land, 3) to invest 150 mln AMD. The term of the lease contract is 60 years. The contract was notarized and registered by the state cadastre.¹⁹

Another interview with Mher Sadoyan, Deputy Country Director of Armenia Tree Project (hereinafter ATP)²⁰, showed that there is a huge problem in leasing State forest lands,

¹⁶ See Appendix A, Interview with Ashot Avalyan, dated on 20 March, 2007.

¹⁷ See Appendix A.: Interview with Ashot Avalyan, dated on 20 March, 2007.

¹⁸ See Appendix B: Armenian text of RA Laws and Regulations, RA Land Code, Article 25.

¹⁹ Contract by and between Ashot Avalyan and H. Vardanyan, dated 27.02.2007

²⁰ ATP is also involved in forestation and reforestation activities.

because most of them are not mapped and registered by the state cadastre. Because of this problem ATP tried but wasn't able to lease lands for forestation and reforestation.²¹

Chapter 5. Step by step description of the transaction

According to the Land Code the main steps to lease the state land are as follows:

1. **The tender-** One month before the tender, government bodies should give the announcement in the newspaper, where the following information shall be indicated: 1) the time and the place of the tender, 2) description of the land to be leased, 3) all other terms and conditions, including the initial price, the participation fees, and other requirements for the applicants.²² All the interested parties may apply and submit their applications three days before the day of the tender.²³ All applicants should indicate their plans concerning the land, and the amount of money to be invested. The tender may be both open and closed.²⁴ The winner will be the one who will offer the highest amount of rent to be paid, and the best plan for land lease.²⁵
2. **The contract-** After the winner is announced a lease contract is executed between the winner and the State, or a representative of the State²⁶. The lease contract shall

²¹ See Appendix A: Interview with Ashot Avalyan, dated on 20 March, 2007.

²² See Appendix B: Armenian text of RA Laws and Regulations, RA Land Code, Article 78(1), (2).

²³ Ibid, Article 78(5).

²⁴ See Appendix A: Interview with Ashot Avalyan, dated on 20 March, 2007.

²⁵ See Appendix B: Armenian text of RA Laws and Regulations, RA Land Code, Article 78(6).

²⁶ Ibid, Article 80(1).

include the following: 1) the subject of the contract; 2) terms and conditions; 3) rights and obligations of parties; ; 4) early termination of the contract; 5) the amount of the payment and investment to be made, etc.²⁷

3. **Final Execution and Notarization** - The final execution of the contract shall be done before the notary, after which it shall be notarized. According to RA Civil Code any transaction that involves a real estate is subject to notarization.²⁸
4. **State Registration** - After notarization of the contract it shall be registered by the State Cadastre, after which the lessee receives the rights to the land stipulated in the contract. This fact is certified by the deed provided by State Cadastre.

Chapter 6. International Best Practice

This section will provide with information regarding the land lease procedure regulated by common law and civil law countries, particularly by United States of America (hereinafter “US”), and Russian Federation.

The United States of America

The State lands lease in US is regulated by the State laws. For example, according to the Civil Code of California, Sections 715-719, state lands may be leased for a period which

²⁷ See Appendix A: Interview with Ashot Avalyan, dated on 20 March, 2007.

²⁸ See Appendix B: Armenian text of RA Laws and Regulations, RA Civil Code, Article 610.

exceeds 55 (fifty five) years but does not exceed 99 (ninety nine) years.²⁹The lease agreement should be reviewed periodically by the State's legislative body. The legislative body should hold a public hearing for the initial lease. The place and time of the hearing should be published in one or more newspapers of the city. In the newspapers the names of the invited bidders also should be published. The lessee will be the one who will offer the greatest economic return to the State budget.³⁰

The Indiana State's Land Code, Chapter 2 describes the state property lease procedure. Besides other provisions a lease contract shall include:

- The legal description of the leasehold.
- The term of the lease, (which may not exceed 40 (forty) years with 2 options to renew for 30 (thirty) years each.
- The payment of rental mechanism, ect.³¹

Sec. 4 of the Land Code describes the conditions of the statement of intent ("Statement"). First department shall draft the statement of intent and publicize it through appropriate media (newspapers). The Statement shall include 1) the description of facilities that the department wishes to provide, and 2) the procedure for the submission of proposal. The publication must consist of at least three legal advertisements appearing at ten day intervals, during a thirty day period, in five daily newspapers of wide and general circulation in the State of Indiana.³²

²⁹ California Civil Code, Article 718.

³⁰ Ibid, Article 719(d)

³¹ Indiana Land Code, Chapter 2.

³² Ibid, Section 4.

The Section 5 of the same Code describes the procedure of submission of the proposal. After public notice 60 day period shall be allowed for the preparation and submission of proposals.³³

When the submission period is over the department shall select the proposal most appropriate for the realization of the statement of intent. Then the department shall submit the proposal to the commission for approval, and after receiving a written approval the department should negotiate a lease agreement with the individual, group, or political unit that submitted the proposal and submit the lease agreement to the attorney general for review and approval.³⁴

The Russian Federation

According to RF Forest Code, Article 34 parcels of the forest estate may be leased for a period of 49 (forty-nine) years. Under the same Article, a forest land lease contract shall be in writing and shall be subject to state registration.³⁵

A lease contract shall include the following:

- the description of the forest land;
- the type of forest use;
- the conditions of the use of forest;
- the term of lease;
- the rental charge and the payment mechanism;

³³ Ibid, Section 5.

³⁴ Ibid, Section 6.

³⁵ RF Forest Code, Article 34.

- the duties of parties in the conservation and protection of the forest land and in the reproduction of forests;
- other conditions specified in RF forest legislation, and those determined at the discretion of the parties.³⁶

According to Article 35 forest lands in the Russian Federation may be leased on the basis of decision of the on the results of the forest tenders. A commission shall be set up for holding a forest tender. The commission for holding a forest tender shall include representatives of 1) the organ of state power of the RF subject (chairman), 2) the territorial agency of the Federal forestry agency (deputy chairman), 3) the authorized representatives of the natural environment protection agencies, and 4) the other interested organizations. The membership of the commission shall be confirmed by the organ of state power of the RF subject. Forest tenders shall be arranged and held by territorial agencies of the Federal forestry agency.³⁷

The person winning a forest tender and the organizer of the forest tender shall sign a statement on the results of the forest tender, as the basis for conclusion of a contract of lease of the forest land. The amount of rental payment and the rules, conditions and deadlines for the entry thereof shall be determined by the contract of lease of the forest land.³⁸

³⁶ Ibid, Article 33.

³⁷ Ibid, Article 35.

³⁸ Ibid, Article 105.

Chapter 7. Procedure Evaluation

The policy of the regulated event in Armenia is designed and works well and the laws are good implementation of the policy. Civil, Land and Forest Codes of Armenia are good tools for regulating this transaction.

Despite the fact that Armenia has good laws regarding state land lease there are some issues in the regulated event that should be addressed. Compared to the US state laws, and particularly with the laws of State Indiana, it comes evident that when the state decides to lease a land, it gives at least three legal advertisements appearing at ten day intervals during a thirty day period in five daily newspapers of wide and general circulation in the State³⁹. This means that everyone who is interested in land lease has a large opportunity to get the relevant information easily. In Armenia, however, as stated in the Land Code, Article 78, only once a month, before the tender, the commission announces through mass media the information about the lands subject to lease.⁴⁰ Interviews by related persons showed that the commissions give announcement for land lease through the newspaper called “*Hayastani Hanrapetutyun*”, but sometimes they even do not give it through mass media, but only hang the announcement on one of the doors of the state cadastre.⁴¹ This means that it becomes almost impossible for most of the interested persons to be informed about the lands subject to lease and the tender.

³⁹ Indiana Land Code, Section 4.

⁴⁰ See Appendix B: Armenian text of RA Laws and Regulations, RA Land Code, Article 78(1), (2).

⁴¹ See Appendix A: Interview with one of the employees of the state cadastre, dated 28 March, 2007.

When the information is not fully open to the public it may lead to corruption. This means that state authorities when deciding to give lands for lease they know beforehand whom they are going to give it, and that is why they do not give announcements in the corresponding mass media.

Another problem concerning the land lease is that many forest lands are not mapped and registered in the state cadastre, as mentioned above, and because of that they may not be leased. But state authorities offer these lands for lease for higher price. They want higher price in order to do cartography, but they are obligated to do it after several years.⁴² The problem concerning this is that this is not regulated by law and lessee when paying higher price for land will not have any guarantee, but will do it based on trust. In this case the lease contract will not have a notarization.

Chapter 8. Recommendation For Reform

As was discussed in the previous chapter the procedure of state land lease is quite well regulated in Armenia, but there are still some issues regarding the 1) laws themselves and 2) their implementation to be improved.

First of all, as discussed, there is an issue regarding the information to be provided to the public, which should be available to all interested parties.

⁴² See Appendix A: Interview with Mher Sadoyan, Deputy Country Director of ATP, dated on 25 March, 2007.

According to the first recommendation regarding above issue there should be made some changes in the Land Code, Article 78. Particularly there may be added a small provision regarding announcements and provide that the announcement of land lease should be published through several daily newspapers of wide and general circulation in Armenia. The lease advertisements should appear on newspapers and be available to everyone.

The second issue and the recommendation thereof are about the mapping and registration of state lands by the cadastre. As discussed above, the state land lease for forestation and reforestation purposes may open a wide range of opportunities for new investments and play an important role in the Armenian society, economy, ecology and environment. The Government, therefore, should pay more attention to this problem. The state cadastre shall receive substantial funding for the cartography of state lands to resolve the issues discussed above.

Chapter 9. Reform Implementation

Since there are some gaps in land lease transaction, particularly in the Land Code, Art. 78, that needs to be amended, and since the Land Code was adopted by RA National Assembly, the Government or the deputies of the parliament shall come up with a legislative initiative, in accordance with RA Constitution. The right of legislation initiative is exercised through

the submission of the draft law or the package of drafts to the National Assembly for debate⁴³.

In order for the Government and/or the Parliament to come up with an initiative to make the relevant changes in the Land Code, local NGOs and other organizations such as ATP might have a good impact through mass media.

As for the state lands cartography reform implementation, the state cadastre together with the Ministry of Agriculture should develop a plan and propose budget for making the cartography and submit them to the Government. As soon as the proposal approved by the Government a special commission might be created in order to follow up the reform.

Some organizations interested in forestation and reforestation in Armenia might offer the Government a substantial contribution to this project in exchange for some state lands to be leased by the Government to those organizations with better conditions. The public policy and the interests of both parties might converge in such a transaction, since the Government might resolve some social, ecological, environmental and financial issues and the other party might implement its projects.

Chapter 10. Conclusion

The paper, as was already shown, presents a short overview over some of the main topics for lease of state lands, particularly for forestation or reforestation purposes. The objective is to

⁴³ See Appendix B: Armenian text of RA Laws and Regulations, RA Constitution, Article 75.

introduce people how to lease forest lands, which belong to the State. For performing forest lands lease, there should be made a decision by state authorities to hold a tender, and the information about tender should be publicized in appropriate newspapers, after which a contract is made between the lessee and lessor by which temporary possession of the land is transferred to the lessor. It also covers the main problems in the sphere and the ways of dealing with them.

Hopefully, this paper will have its substantial input in the illustration of the system of the leasing and the enlightening the gaps existing in reality.

Chapter 11

Appendix A

Interviews

Interview with Ashot Avalyan, the director of “Argelocaparkayin Hamalir” (“SNCO”), dated on 20 March, 2007.

Question 1. Whether forest land lease works in Armenia?

Answer: Yes, in Armenia this transaction works, it is regulated by corresponding codes; they are Civil Code, Land Code, and Forest Code.

Question 2. Have you ever give forest land for lease?

Answer: Recently we have had such transaction with a legal entity, lease subject was 30 ha forest land.

Question 3. What was the procedure for lease?

Answer: First we gave an announcement in the newspaper called “Hayastani Hanrapetutyun” about the upcoming tender, where we indicated all the requirements for taking part in the tender. Deadline for receiving application was a month, after which there was two participants. The tender was open, and the winner was the one who offered the highest

amount for rent, and also a good plan for land. There was concluded a lease contract with the lessor for 60 years. The lessor should invest 150 mln AMD.

Question 4. What was the following step after the lease contract?

Answer: After the lease contract was signed by both me and the lessor, it was notarized, and then registered in the state cadastre, after which we got lease deed.

Interview with Mher Sadoyan, Deputy Country Director of Armenia Tree Project (ATP), dated on 25 March, 2007.

Question 1. What do you think about forest land lease?

Answer: Forest lands are leased in our country, and there are good laws, which regulate this transaction. And the land lease procedure is the same as described in Civil, Land and Forest Codes.

Question 2. Have ATP ever leased forest lands for reforestation?

Answer: No, the state provided forest lands to ATP uncompensated. But recently we were planning to lease land from “Hayantar”, but there occurred a problem and I am not sure that we will lease it.

Question 3. What was the problem, why you did not lease the land?

Answer: The problem was that most of Armenian forest lands are not registered in the state cadastre and do not have cartography. But they suggested us to lease the land for higher price. They demanded higher price in order to use the money for the cartography.

Question 4. Is this point regulated by law? And how long it would last the process of registration?

Answer: No, this is not regulated by law, and ATP should only lease the land depending on trust. The process of registration may last several years. Because of these two problems we do not agree to lease the land.

The interview with one of the employees of the state cadastre, dated on 28 March, 2007.

Question 1. What do you think is there any problem when leasing forest lands, which belong to the state?

Answer: In RA state land lease is done according to corresponding laws, but there are some gaps in this law. I want to mention announcements of land lease. In reality many of these announcements are hanged on the doors of the state cadastre instead of being publicized in the newspapers.

Question 2. And what negative effect may this problem have?

Answer: The negative effect concerning this problem is that the lease information which should be available to all interested persons often is not open to the public.

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5. Ðáð³ Û³ èÝ ³ é³ Ýó ÛñóáðĹĀÇ í ³ ñÓ³ Ĩ³ ÉáóĀĹ³ Ý Çñ³ í áóÝúáí í ñ³ Û³ ¹ñÛ³ Ý ¹»áú»ñĀ è³ ÑÛ³ ÝáóÛ ĸ Ĩ³ é³ í ³ ñáóĀĹáóÝĀ:

Ðá í Ĩ³ Ĩ³ 77. ØñóáóĀ³ ĹÇÝ Ñ³ ÝÓÝ³ ÁáÓáí Ý»ñĀ

1. Ðáð³ Û³ èĀ í ³ ñÓ³ Ĩ³ ÉáóĀĹ³ Ý í ñ³ Û³ ¹ñ»Éáó Ýá³ í ³ Ĩ³ Áí ÛñóáóĹĀÝ»ñÇ Ĩ³ ½Û³ Ĩ³ ñáÛ³ Ý Ñ³ Û³ ñ Ñ³ Û³ ĹÝúÇ Õ»Ĩ³ í ³ ñĀ Ĩ³ Û³ ñ½á»í Ā (°ñ»ó³ Ý ù³ Õ³ úáóÛ° °ñ»ó³ ÝÇ ù³ Õ³ ù³ á»í Ā), Çñ»Ýó Çñ³ í ³ éáóĀĹ³ Ý ßñÇ³ Ý³ Ĩ³ áóÛ, èí »ÕĨ³ áóÛ »Ý ÛñóáóĀ³ ĹÇÝ Ñ³ ÝÓÝ³ ÁáÓáí Ý»ñ:

ØñóáóĀ³ ĹÇÝ Ñ³ ÝÓÝ³ ÁáÓáí Ý»ñĀ . ÉĒ³ í áñáóÛ »Ý Ñ³ Û³ ĹÝúÝ»ñÇ Õ»Ĩ³ í ³ ñÝ»ñĀ, Û³ ñ½á»í Ā (°ñ»ó³ Ý ù³ Õ³ úáóÛ° °ñ»ó³ ÝÇ ù³ Õ³ ù³ á»í Ā):

Ð³ Û³ ĹÝú³ ĹÇÝ ÛñóáóĀ³ ĹÇÝ Ñ³ ÝÓÝ³ ÁáÓáí Ý»ñÇ Ĩ³ ½úáóÛ ĀÝ¹. ñĨ³ í áóÛ »Ý Ñ³ Û³ ĹÝúÇ í ³ ñá³ Ĩ³ ½ÛÇ Ñ³ Û³ á³ í ³ èĒ³ Ý Û³ èÝ³. »í Ý»ñ »ó³ í ³. ³ Ýáó³ Ý¹³ ÛÝ»ñ:

Ð³ ñ½³ ĹÇÝ ÛñóáóĀ³ ĹÇÝ Ñ³ ÝÓÝ³ ÁáÓáí Ç Ĩ³ ½úáóÛ ĀÝ¹. ñĨ³ í áóÛ »Ý Û³ ñ½á»í ³ ñ³ ÝÇ Ñ³ Û³ á³ í ³ èĒ³ Ý Û³ èÝ³. »í Ý»ñĀ »ó Ĩ³ é³ í ³ ñáóĀĹ³ Ý ÉÇ³ ½áñ³ Ĩ³ á»í ³ Ĩ³ Ý Û³ ñÛÇÝÝ»ñÇ í ³ ñ³ Ĩ³ Û³ ĹÇÝ èí áñ³ µ³ Ā³ ÝáóÛÝ»ñÇ Ý»ñĨ³ Ĩ³ óáóóÇáÝ»ñĀ:

2. ØñóáóĀ³ ĹÇÝ Ñ³ ÝÓÝ³ ÁáÓáí Ý»ñĀ è³ ÑÛ³ ÝáóÛ »Ý ÛñóáóĹĀÇ á³ ĹÛ³ ÝÝ»ñ, áñáÝú á»í ù ĸ Ý»ñ³ é»Ýª

- 1) Ñáð³ Û³ èÇ Ýá³ í ³ Ĩ³ ĹÇÝ »ó. áñĨ³ éÝ³ Ĩ³ Ý Ýß³ Ý³ Ĩ³ áóĀĹáóÝĀ.
- 2) Ñáð³ Û³ èÇ á³ ÷Ā »ó í ³ ñÓ³ Ĩ³ ÉáóĀĹ³ Ý Ā³ ÛĨ³ »í Ý»ñĀ.
- 3) Ñáð³ Û³ èÇ . í Ýí »Éáó í ³ ĹñĀ, Ĩ³ Ĩ³ Ĩ³ . ÇñĀ, í ³ ñÓ³ í ×³ ñÇ Û»Ĩ³ Ý³ ñĨ³ ĹÇÝ . ÇÝĀ.
- 4) ù. í ³. áñĨ³ Û³ Ý Ýá³ í ³ Ĩ³ Ā, Ñ³ Õáñ¹³ Ĩ³ óáóĀÇÝ»ñÇ ³ èĨ³ ĹáóĀĹáóÝĀ.
- 5) Ñáð³ Û³ èÇ ÝĨ³ í Û³ Ûµ è³ ÑÛ³ Ý³ ÷³ Ĩ³ áóÛÝ»ñÇ (Ý»ñ³ èĹ³ Ē³ è»ñĨ³ Çí áóí Ý»ñÇ) ³ èĨ³ ĹáóĀĹáóÝĀ.
- 6) . Ĺáóð³ í Ýí »é³ Ĩ³ Ý Ñáð³ í »èú»ñÇ ¹»áúáóÛª ÑáðÇ áñ³ Ĩ³ Ĩ³ Ý Ñ³ í Ĩ³ ÝÇßÝ»ñĀ, ³. ñáí »ÉÝÇĨ³ Ĩ³ Ý á³ Ñ³ ÝÇÝ»ñĀ.

7) μΥ³ á³ Ñá³ Ý³ Í³ Ý³ »ò ÑáÕ»ñÇ á³ Ñá³ ÝáóÁÍ³ Ý ÙÇçáó³ éáóÙÝ»ñÁ:

ØñóáóÁ³ ÌÇÝ Ñ³ ÝÓÝ³ ÁáÕáí Á Í³ ñáÕ ç é³ ÑÙ³ Ý»É Ý³ »ò Éñ³ óáóÇá³ ÌÉ á³ Ñ³ ÝçÝ»ñ áó á³ ÌÙ³ ÝÝ»ñ:

Ðá¹í³ Í 78. ØñóáóÁÝ»ñÇ Í³ ½Ù³ Í»ñááóÙÁ

1. ØñóáóÁÝ»ñÝ³ ÝóÍ³ óí áóÙ »Ý μ³ ó, ÙñóáóÁÇÝ Í³ ñáÕ ç Ù³ éÝ³ Íó»É ó³ ÝÍ³ ó³ Í³ ÝÓ:

ØñóáóÁÝ»ñÁ Í³ ½Ù³ Í»ñááóÙ »ò³ ÝóÍ³ óÝáóÙ »Ý ÙñóáóÁ³ ÌÇÝ Ñ³ ÝÓÝ³ ÁáÕáí Ý»ñÁ:

2. ØñóáóÁÝ³ ÝóÍ³ óÝ»Éáóó Ù»Í³ ÙÇè³ é³ ç ½³ Ý. í³ Í³ ÌÇÝ Éñ³ í í áóÁÍ³ Ý ÙÇçáóÝ»ñáí Ñ³ ÝÓÝ³ ÁáÕáí Á í »Õ»Í³ í í áóÁÍáóÝ ç Ññ³ á³ ñ³ ÍáóÙ ÙñóáóÁÇ³ é³ ñí³ ÌÇ, Ó»ðÇ,³ ÝóÍ³ óÙ³ Ý í »ÕÇ,³ Ùèí³,³ ùñí³,³ Á³ ÙÇ »ò Ñ³ ÝÓÝ³ ÁáÕáí Ç ÍáÕÙÇó Ùß³ Í í³ Í¹ ÙñóáóÁÇ³ á³ ÌÙ³ ÝÝ»ñÇ áó á³ Ñ³ ÝçÝ»ñÇ, ÙñóáóÁÇ³ ÝóÍ³ óÙ³ Ý Í³ ñ. Ç, Ý»ñ³ éÍ³ É¹ ÙñóáóÁáóÙ Ù³ éÝ³ ÍóáóÁÍ³ Ý Ó»ó³ Í»ñáÙ³ Ý, ÙñóáóÁáóÙ Ñ³ ÓÁ³ Í³ ÝÓÇ áñáßÙ³ Ý, ÇÝáá»é Ý³ »ò ÙñóáóÁÇ³ é³ ñí³ ÌÇ Ý³ ÉÝ³ Í³ Ý · ÝÇ Ù³ èÇÝ:

3. ØñóáóÁÇÝ Ù³ éÝ³ Íó»É ó³ ÝÍ³ óáóÝ»ñÁ Ý»ñí³ Ì³ óÝáóÙ »Ý Ñ³ Ìí, Ù³ éÝ³ ÍóáóÁÍ³ Ý Ñ³ Ù³ ñ í ×³ ñÇ³ Ý¹áññ³. Çñ »ò³ ÝÓÝ³. Çñ: ØñóáóÁÇ³ Ù³ éÝ³ ÍÇóÝ»ñÁ ÙñóáóÁÇÝ Ù³ éÝ³ Íó»Éáó Ñ³ Ù³ ñ 1ñ³³ ÝóÍ³ óÙ³ Ý Ù³ èÇÝ Í³ ÝáóóÙ³ Ý Ù»Ç Ýßí³ Í á³ ÷áí Ùáóí áóÙ »Ý Ý³ É³ í ×³ ñ, áñÇ. áóÙ³ ñÁ áÇ Í³ ñáÕ. »ñ³ ½³ Ýó»É ÙñóáóÁÇ³ é³ ñí³ ÌÇ Ý³ ÉÝ³ Í³ Ý. ÝÇ 5 í áí áéÁ: Ù³ É³ í ×³ ñÁ Ùáóí í áóÙ ç ÙñóáóÁÇ³ ÝóÍ³ óÙ³ Ý ùñÁ:

4. °Á» Ù³ éÝ³ ÍÇóÁ ÙñóáóÁáóÙ áÇ Ñ³ ÓÁ»É,³ á³ Ý³ É³ í ×³ ñÇ. áóÙ³ ñÁ í »ñ³ 1³ ñÓí áóÙ ç Ýñ³ Ý:

ØñóáóÁáóÙ Ñ³ ÓÁ³ Í³ ÝÓÇ Ñ»í á³ ÌÙ³ Ý³. Çñ ÍÝù»ÉÇè Ýñ³ Ùáóí³ Í Ý³ É³ í ×³ ñÇ. áóÙ³ ñÁ Ñ³ ßí³ ñí³ áóÙ ç ÍÝúí³ Í á³ ÌÙ³ Ý³. ñáí á³ ñí³ í áñáóÁÍáóÝÝ»ñÇ Í³ í³ ñÙ³ Ý Ñ³ ßí áóÙ:

5. ØñóáóÁÇÝ Ù³ éÝ³ Íó»Éáó Ñ³ Ìí »ñÇ ÁÝ¹áóÝáóÙÁ 1³ 1³ ñ»óí áóÙ ç ÙñóáóÁÇ³ ÝóÍ³ óÙ³ Ý ùñí³ ÝÇó³³ ßÉ³ í³ Ýù³ ÌÇÝ ùñ³ é³ ç: ØñóáóÁáóÙ Ñ³ ÓÁ³ Í³ ÝÓÁ »ò Ñ³ ÝÓÝ³ ÁáÕáí Á¹ Ç 1»Ùè Ý³ É³.³ ÑÇ, ÙñóáóÁÇ³ é³ ñí³ áóÝùÝ»ñÇ Ññ³ á³ ñ³ ÍáóÙÇó³ ÝÙÇç³ á»è Ñ»í á éí áñ³. ñáóÙ »Ý ÙñóáóÁÇ³

Կառավարությունը կարող է սահմանել իր ներկայացրած օրենքների նախագծերի քննարկման հաջորդականությունը եւ պահանջել, որ դրանք քվեարկության դրվեն միայն իր համար ընդունելի ուղղումներով:
Կառավարության եզրակացության համաձայն՝ պետական բյուջեի եկամուտները նվազեցնող կամ ծախսերն ավելացնող օրենքների նախագծերն Ազգային ժողովն ընդունում է պատգամավորների ընդհանուր թվի ձայների մեծամասնությամբ:

Կառավարությունն իր կողմից ներկայացված օրենքի նախագծի ընդունման առնչությամբ կարող է դնել իր վստահության հարցը: Եթե կառավարության կողմից իր վստահության հարցը դնելուց հետո՝ քսանչորս ժամվա ընթացքում, Ազգային ժողովի պատգամավորների ընդհանուր թվի առնվազն մեկ երրորդը չի ներկայացնում կառավարությանն անվստահություն հայտնելու մասին որոշման նախագիծ կամ նման նախագիծ ներկայացվելու դեպքում Ազգային ժողովի պատգամավորների ընդհանուր թվի ձայների մեծամասնությամբ 84-րդ հոդվածի երրորդ մասով սահմանված ժամկետում որոշում չի ընդունում կառավարությանն անվստահություն հայտնելու մասին, ապա վերջինիս ներկայացրած օրենքի նախագիծը համարվում է ընդունված:

Կառավարությունն օրենքի նախագծի առնչությամբ իր վստահության հարցը նույն նստաշրջանի ընթացքում կարող է դնել ոչ ավելի, քան երկու անգամ:

ՔԾԾՔԾՔԾԻՒՄ ՕԾՕՄՊԹԾՔ

Հոդված 610. Վարձակալության պայմանագրի ձեւը

1. Վարձակալության պայմանագիրը կնքվում է գրավոր:
2. Անշարժ գույքի վարձակալության պայմանագիրը ենթակա է նոտարական վավերացման:
3. Գույքի վարձակալության պայմանագիրը, որը նախատեսում է հետագայում այդ գույքի նկատմամբ սեփականության իրավունքի փոխանցում վարձակալին (հոդված 627), կնքվում է այդպիսի գույքի առուվաճառքի պայմանագրի համար նախատեսված ձեւով:

Հոդված 622. Պայմանագրի վաղաժամկետ լուծումը վարձատուի պահանջով

- Վարձատուի պահանջով վարձակալության պայմանագիրը կարող է դատարանով վաղաժամկետ լուծվել, եթե վարձակալը՝
- 1) գույքն օգտագործել է պայմանագրի պայմանների կամ գույքի նշանակության էական կամ բազմակի խախտումներով.
 - 2) էականորեն վատթարացրել է գույքի վիճակը.

3) պայմանագրով սահմանված վճարման ժամկետը լրանալուց հետո երկու անգամից ավելի չի մուծել վարձավճարը.

4) վարձակալության պայմանագրով սահմանված ժամկետներում, իսկ պայմանագրում դրանց բացակայության դեպքում՝ ողջամիտ ժամկետում, չի կատարել գույքի հիմնական վերանորոգում այն դեպքերում, երբ, օրենքին, այլ իրավական ակտերին կամ պայմանագրին համապատասխան, հիմնական վերանորոգում կատարելը վարձակալի պարտականությունն է:

Սույն օրենսգրքի 466 հոդվածի 2-րդ կետին համապատասխան՝ վարձակալության պայմանագրով կարող են սահմանվել վարձատուի պահանջով պայմանագիրը վաղաժամկետ լուծելու այլ հիմքեր:

Հոդված 623. Պայմանագրի վաղաժամկետ լուծումը վարձակալի պահանջով

Վարձակալության պայմանագիրը, վարձակալի պահանջով, դատարանով կարող է վաղաժամկետ լուծվել, եթե՝

1) վարձատուն վարձակալի օգտագործմանը չի տրամադրել գույքը կամ խոչընդոտներ է ստեղծել գույքը պայմանագրի պայմաններին կամ դրա նշանակությանը համապատասխան օգտագործելու համար.

2) վարձակալին հանձնված գույքն ունի դրա օգտագործմանը խոչընդոտող թերություններ, որոնց մասին վարձատուն չի նշել պայմանագիրը կնքելիս, որոնք նախապես հայտնի չեն եղել վարձակալին, եւ վերջինս չպետք է հայտնաբերեր պայմանագիրը կնքելիս, գույքը զննելիս կամ դրա սարքինությունն ստուգելիս.

3) վարձատուն վարձակալության պայմանագրով սահմանված ժամկետներում, իսկ պայմանագրում դրանց բացակայության դեպքում՝ ողջամիտ ժամկետում, չի կատարել գույքի հիմնական վերանորոգման իր պարտականությունը.

4) հանգամանքների բերումով, որոնց համար վարձակալը պատասխանատու չէ, գույքը դարձել է օգտագործման համար ոչ պիտանի:

Սույն օրենսգրքի 466 հոդվածի 2-րդ կետին համապատասխան՝ վարձակալության պայմանագրով կարող են սահմանվել պայմանագիրը վարձակալի պահանջով վաղաժամկետ լուծելու այլ հիմքեր:

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