

The most significant issue and process on purchasing an
Apartment in Armenia

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Transaction Description

This study is about the process of purchasing an apartment in Armenia. Purchasing an apartment is one of the most common situations of everyday life. “Housing is a Human Right”¹. This slogan can be interpreted in two ways. If it means that everyone has a right to buy, rent or build a roof over his/her head, it is self-evidence and indisputable as to require no publicity. Hence, by registering, s/he acquires rights to possess it, which leads to provide more security in the right of possession. Thus, real property refers to the right of the ownership, which formally is acknowledged by public authority when it is registered. Now days, it is the most significant issue to transfer all rights to the new owner which shows that only the buyer can possess the apartment and all persons who were registered on that apartment must withdraw. In Armenia, there are many transfers of this right by purchasing an apartment. Although there is no exact statistic regarding how many people are now willing to buy or sell apartments, the fact is that in recent years the rate of buying an apartment has increased. As a rule, houses and apartments appreciate about four to five percent per year. In recent years, they have appreciated at even higher rates. The trend shows a 30-35% annually increase in construction of new apartments or renovation of old apartments in Armenia, mostly in Yerevan. From this, we can surmise the existence of a great desire to buy apartments; from both private and public viewpoints, this transaction is significant.

From personal point of view

To purchase an apartment and register is significant for both private parties: for the seller and the buyer. From the personal point of view, the person will find

¹ R.pipes, Property and Freedom, Vintage Books, June2000

him/herself owning a warm, happy, safe home – and an investment for the future at a price the person is willing to pay. There are times when the economy is brisk and everyone feels confident about his or her prospects for the future. As a result, they spend money and buy new apartments, and it will be a good investment and have economic profits.

- For the seller: this transaction and registration is significant because s/he makes sure that by transferring this right, s/he will obtain money and it has valuable economic attainment which must be registered.
- For the buyer: this transaction and registration is significant because to register the ownership s/he will be assured that her/his property will not be violated or possessed by others, and all rights are protected legally.

From the public point of view

For public actors, purchasing an apartment is significant transaction and needs to be registered because it depends on a large amount of money, and the real property guarantees are both economic and of critical importance for government as a representative of public who must prepare easy and safe conditions of this transaction. The notion of possessing a real property creates more liberty atmosphere in the society, and involve better conditions for people to feel free to possess or transfer their ownership rights. Thus, between all types of the transfer of properties, purchase a real property is the most important one. The government on the one hand guarantees free development and equal legal protection of purchasing contract and on the other hand, it takes it in to account the public interests by taking taxes, makes fair and healthy business circle. Another issue is the tax issue; it is significant for government to register any real property because after registering and conforming the owners it should collect

taxes, which they are called Property Tax and Land Tax in the legal system of the Republic of Armenia. There are varieties of measures that the Armenian government undertakes to help create and strengthen the private sector institutions that participate in and support healthy land markets. A disadvantage to these types of support measures is the difficulty in quantitatively ascertaining progress. For example, generally create a regulatory environment (by way of tax, licensing, liability, certification, and other laws) that nurtures these private sector institutions, help to create the educational and professional capacities for property appraisal, survey, land use planning, legal services, and the like and assist real estate agents and brokers in the creation of their industry so as to help establish and maintain the private flow of real property demand and supply information.

From legal point of view

To possess a property is a right, which is protected by Armenian government. Purchase and sale transactions a real property will not occur in Armenia unless legislation clearly allows such transactions, and procedures for notarization and registration are simple and affordable. Because a real property registration and other land market supporting measures are costly, thus one of the key measures needed for a fully functioning real property market (buy/sell) is a system for registering legal rights, thus that right holders can be easily identified and have their rights protected.

Legal Framework

In Armenia, the purchase an apartment is governed by the following laws and involves the following institutions:

According to the Constitution of Republic of Armenia, Article 8²“The right to property is recognized and protected in the Republic of Armenia. The owner of property may dispose of, use and manage the property at his or her discretion and the state shall guarantee the free development and equal legal protection of all forms of property.” Because to possess a real property in general, and an apartment in particular, is one of the basic human rights, that is why the government takes more serious measures to protect ownership it.

According to definition of real property, in Civil Code of Republic of Armenia Article 134 “Land and anything permanently affixed to it, including buildings and trees and other fixtures.” Thus an apartment as part of the building is called real property.

The Civil Code of Republic of Armenia from Article 470 to 570 specifies purchase property and specially Articles from 561 to 570 clarify the purchasing a real property.

According to Civil Code of Republic of Armenia, Article 561, “the seller is obligated to transfer to the ownership of the buyer an immovable property.”

One of these strict conditions to buy/sell an apartment is Article 563 of the Civil Code of Republic of Armenia “State Registration of the Transfer of the Right of Ownership to an Immovable

² **ՃՈՂՅՈՒՄ 8.** Հայաստանի Հանրապետությունում ճանաչվում և պաշտպանվում է սեփականության իրավունքը: Պետությունը երաշխավորում է սեփականության բոլոր ձևերի ազատ զարգացումը և հավասար իրավական պաշտպանությունը, տնտեսական գործունեության ազատությունը, ազատ տնտեսական մրցակցությունը:

1. The transfer of the right of ownership to an immovable to a buyer under a contract for sale of an immovable is subject to state registration.

2. Performance of a contract for sale of an immovable by the parties before state registration of the transfer of the right of ownership is not a basis for changing their relations with third persons.”

That is the purchase contract an apartment must be registered and have notarized validity; it is also mentioned in second provision of Article 3 of Armenian Notary’s law “Notary realizes notarized actions through signing documents or providing signed documents or through other actions intended by law. Signing the documents, the notary confirms its legality and proves the absolute argumentative power of the document.” Otherwise, it will not be a valid contract. The purpose of this policy is to protect the owner of real property from the third person accession.

According to Article 570 Civil Code³ of republic of Armenia “Peculiarities of the Sale of Housing Premises an essential term of a contract of sale of a dwelling house, an apartment, part of a dwelling house, or part of an apartment is a list of these persons whose right of use of the housing premises was registered before the conclusion of the contract by the procedure established by law”.

What the fact and practice show the policy of this concept comes from USSR legal and political system, which means to have more secure society. By this concept, the government can know the people’s addresses, which help to find citizen’s identity, etc.

According to Article 2 of State Registration of Property Right of Republic of Armenia, “all kinds of transforming a real estate must be registered in notary and

³ Բնակելի դան, բնակարանի,բնակելի դան մասի կամ բնակարանի մասին վաճառքի պայմանագրի էական պայման է այն անձանց անվանացանկը, որոնց բնակելի տարածության օգտագործման իրավունքը, մինչև վաճառքի պայմանագրի կնքելը, գրանցված է օրենքով սահմանված կարգով:

signed in cadastre.” Article 4 of this law adds, “Every real estate which is registered, is under the protection of state.” According to Article 5 of this law, “the cadastre has authority by the state to register all types of real estates.”

Case studies

Many private real estate agencies, notaries’ centers and cadastre involve registering apartment purchase contract. According to the persons who were interviewed, most real estate agencies explained that they try to use binding provisions to make the purchase contract for both parties more reliable. The general terms in contract are the parties, the description of the apartment, and the price of the apartment and the effective date of payment. Another important issue to purchase an apartment is its registration; this is a right, which must be registered. Mostly they mentioned that not always buyers know about their rights and real estate agencies have terms in the contract, which protect buyers’ rights. One of these rights is Article 570 of the Civil Code of republic of Armenia, which stipulates seller must withdraw registration all people who are registered on the apartment. By this term and sanctions, which are foreseen, the buyer is more protected and does not have problem after purchasing the apartment.

Step-by-step description of the transaction

- To pay all the debts of the apartment
- Windraw registration from the people who are registered on the apartment
- To make contract
- To register the contract in the notary
- To register the ownership in the cadastre

According to the statements of the lawyers, the above steps are the most significant steps to purchase an apartment. Based on discussion with some of them, and analysis some issues, the most common issues are Article 562 of the Civil Code⁴ Republic of Armenia, “1.A contract for sale of an immovable shall be concluded in written form by the making of one document signed by the parties.
2. The contract for sale of an immovable is subject to notorial certification.”

According to the lawyers, the legislation of republic of Armenia gives some special rights to buyers. One of these rights is, require from seller to repair the defected parts of the apartment. Another significant issue is to withdraw the persons who are registered on the apartment. It meant that, the seller obliges to remove all the people who are registered on that apartment. Thus at the time of transferring the apartment the apartment manual must be free from possession of other persons. According to explanation of the lawyers, there are basic and general provisions and terms of purchase contract in Armenia, which must be distinguished in the purchase contract, otherwise it will be automatically revoked, such as the parties’ agreement, the feature of the apartment, the price, the date of transfer of apartment, the effective date of payment, parties signature and the notorial verification. Thus, these terms are the most necessary ones, which each purchased contract must contain them. Besides there may be other provisions and terms which parties by their agreement can add them.⁵

The most significant steps to purchasing and registering an apartment are

⁴ Ժճ1ի3ի 562. 2՚ՅԲ3ն՛Ա՛ .áõÙùÇ í³x³éùÇ á³ÙÙ³Ý³.ñÇ Ó՛՛Á
1. 2՚ՅԲ3ն՛Ա՛ .áõÙùÇ í³x³éùÇ á³ÙÙ³Ý³.Çն՛Ա՛ Ի՚ՅúíáõÙ չ .ն³íáնª ԻáÕÙ»ñÇ Եíáն³.նáõÃÛ³Ùμ Û»İ
-³ēĩ³ÃáõÕÃ İ³½Ù»Éáõ ÛÇçáóáí (450 Ռá¹í³İÇ 3-ն¹ İ»İ):
2. 2՚ՅԲ3ն՛Ա՛ .áõÙùÇ í³x³éùÇ á³ÙÙ³Ý³.Çն՛Ա՛ »՚Á³İ³ չ Իáí³ն³İ³՚ Ի³ı»ñ³óÙ³՚Է

⁵ The sample contract, see appendix A

- The seller must pay all debits, taxes and bills related to the apartment

It means that, the seller must take the property tax reference from local government which shows that the seller paid all the debts and taxes. It is the buyer interest to check this reference and make sure that all debts were paid.

- The seller must withdraw registration from people who live in that apartment

It means that, at the moment of the making contract all the persons who are registered on the apartment must be present in the notary and sign the contract which shows that they waive ownership. After signing the contract, all the registered persons automatically will be withdrawn from the apartment.

- Both parties (seller and buyer) must attend to the notary office and make purchase contract and register their contract
- The buyer must take all documents of the apartment to cadastre to transfer and register the ownership rights to him/herself⁶
- After all these steps cadastre during two weeks will make new ownership document for new owner.

The service expenditures and taxes which will not exceed 20000 AMD must be paid to notary. It must be paid either by one of the parties or by both of parties in part.

Thus it must be checked by notary

- The certificate of ownership
- The reference from cadastre, which shows that the apartment in not under detention

⁶ List of register offices, their address and phones; see appendix B

- The reference from local government, which shows that who are registered on the apartment

Summary of key features of International Best Practice

Of the twenty-eight codes in the state of California, there is no separation Real Estate Code; rather, all of the statutory language relating to real estate matter is spread through out of Codes. A valid and enforceable purchase real estate contract requires all of the same elements already discussed with respect to contracts generally, which is common in most countries. The first step to buying a real property in all countries practices is to make a purchase contract, which must be registered in notary. The use of land sales contract in California has increased because of decisions affecting the right of a lender to call a loan due upon the transfer or alienation of the property secured by the loan. When payment of the purchase price and any other terms or conditions of the sale have been completed, the seller is obligated to transfer the legal title to the buyer, whose legal and equitable titles then merge into the full right of ownership of the apartment. It means that the buyer, or vendee receiving a contract instead of a deed. Legal title remains with the seller, or vendor, until the all of the terms of the purchase have been completed. At that time, a deed from the vender to the vendee merges the legal and equitable titles into a fee in the vendee. There are significant issues in California Civil Code, which must be stimulated, in purchasing contract. Article 2985.2. Any person, or the assignee of such person, who sells a parcel of land under a sales contract which is not recorded and who thereafter causes an encumbrance or encumbrances not consented to in writing by the parties upon such property in an amount which, together with existing encumbrances thereon exceeds the amount then due under the contract, or under which

the aggregate amount of any periodic payments exceeds the periodic payments due on the contract, excluding any pro rata amount for insurance and taxes, shall be guilty of a public offense punishable by a fine not exceeding ten thousand dollars (\$10,000), or by imprisonment in the state

prison, or in the county jail not exceeding one year, or by both such fine and imprisonment. Another significant issue is Article 2985.5. Every real property sales contract entered into after January 1, 1966, shall contain a statement of:

(a) The number of years required to complete payment in accordance with the terms of the contract. (b) The basis upon which the tax estimate is made.

Generally and unless prohibited by the contract itself, the vendee may do anything with the equitable interest under the land sale contract that could be done with the fee interest in the real property itself, including assigning it, homesteading it, and using it as security for loan secured by a mortgage or trust deed. In order to be recorded, the vendor must sign and acknowledge the contract; the vendee's acknowledgement alone is not sufficient allow the contract to be recorded. In the US practice and especially in California the voluntary transfers of real property occur with a deed. A deed is to real property what a bill of sale is to personal property. A deed may be more important than a bill of sale, not only because of the generally high values associated with real property, but also because real property is not physically transferred. The rule that possession is nine-tenths of the law does not have the same applicability to real property as it may have to personal property⁷.

⁷ B. Hansotte, *Legal aspects of California real estate*, second edition, 1989 by John Wiley & Sons, Inc.

In civil law jurisdictions, such as France and Iran, like Armenian first must be made a purchase contract and registered. This kind of regulated event is handled as follows:

If a person intends to purchase an apartment in France, the chances are that the French convince system will be new, and the following text is meant to help explain the appropriate procedures in practical terms.⁸

A - THE CONTRACT

As in many countries, the purchase usually takes place in two stages:

A-1 The preliminary contract (« compromis de vente ») is the document, which is signed in the case the buyer wish to purchase a re-sale, i.e. a property that the buyer will buy from a private seller. It is as binding as a sale contract for both contracting parties. The flexible condition to this contract is the mortgage authorization from the bank. On signature of the contract, generally the buyer is asked to pay a deposit of 5 to 10 % of the price, which must be paid to the notary on an escrow account.

A-2 The reservation contract is the document the buyer will sign in the case s/he makes a purchase in a new program -off plan or of 5 years old at the most-. On the day, the buyer makes the reservation, s/he will have to sign:

- the contract itself,
- the specification sheet of the building, which contains close acquaintance of the apartment
- the block plan as well as the floor plan
- and in the case of a lease-back program, the lease contract

⁸ French real estate website

The buyer will also have to make a reservation check of 5 % of the purchase price - to put the apartment on hold-- to the bank of the notary in charge for the program.

B - THE SIGNATURE OF THE FORMAL TRANSFER DEED

This « acte de vente » is to be carried out by a French notary, which represents, as a public officer, the Government and is impartial.

To purchase an apartment in Iran, it needs to:

- Make contract between buyer and seller
- The seller must pay all taxes and bills of apartment
- Register that contract in notary
- And transfer the ownership

Except the issue of withdraw registration from persons who are registered on the apartment, the most significant difference of purchasing an apartment in Iran and in Armenia is taking reference from cadastre that the apartment is not under detention. In Iran it does not required to have such a reference although the law annul the contract which its subject is under detention.

Procedure Evaluation

In comparing the process of purchasing an apartment the most the key issues and mechanism are the same for both common and civil law systems, mostly the process of making purchase contract and registering the ownership in notary with exception to Armenia, which the seller must withdraw all the persons who are registered on that apartment. Because none of the countries compared in above have such process. It seems that after registering, only the owner has right to possess it.

However, in Armenian law there is a concept. There is a legal obstacle related to buy an apartment that is who live in that apartment they must be registered on that apartment thus every person must be registered on an apartment in Armenia, and this make new problem for buyer to know who are registered on his new apartment. Although for this purpose, Armenian legislator foresees a provision in Armenian Civil Code but not always, the buyer knows about it. Moreover, it makes problem for foreigners, who come to Armenia and want to buy an apartment. Because the most issue and difference is withdrawing registration from persons who are registered on the apartment thus this law needs to be reformed. This is because it makes more complicated the process of purchasing an apartment. The consequences are different, first it makes more bureaucracy in Armenia, a country which has high level of corruption, and second, it makes purchasing apartment difficult even for foreigners who may invest in Armenia and such kind of obstacles may disappoint them.

Recommendation for Reform

The law and the policy related to purchasing apartment in Armenia needs to be improved. This procedure can be improved if the legal obstacle is removed from Armenian legal system. It means that to remove the concept of registering all persons who are living in that apartment. Consequently the complexity of purchasing an apartment will be abolished. The policy needs to be improved because the purchasing procedure must be easy for everyone, moreover for foreigners and encourage them to buy new apartment which indirectly helps to blossom of economy. Since most of the basic laws and legal concepts especially related to purchasing apartment come from USSR, thus it requires time to change

those specific laws which make barriers to transfer the ownership right. Because now days purchasing apartment in Armenia has its good economic values thus it needs to refine the law.

Reform Implementation

The parliament of Republic of Armenia is the only authority that has jurisdiction to refine this law because it has legislated the civil law. They need more information from courts or other legal organizations to know that the legal barrier makes difficulties for purchasing apartment. The lawyers who attend to the parliament session can influence the parliament to remove the obstacle.

Review and revise based on comments

Hence, purchasing an apartment is significant from different aspects, personal, public and legal. In Armenia, the legislature for protecting ownership requires to register the ownership. Although in Armenia, there is a legal obstacle related to withdraw registered persons on the apartment which makes complexity to buy apartment. The legislature must eliminate all kinds of measures which make difficulty for parties, visa-vis take new measures to facilitate purchasing apartment.

Because now days the purchasing an apartment is one of the most significant and valuable transferring from both personal and public point of view, that is protecting ownership by registering through legal procedures as having a democratic country which is both private and public interest.

References

Hansotte, Legal aspects of California real estate, second edition, 1989 by John Wiley & Sons, Inc

R. Pipes, Property and Freedom, Vintage Books, June 2000

www.french real estate website for investment on the French Riviera.htm

Appendix

A. See the last four pages

B. Notary center in Yerevan`

Arabgir community: Nairi Zarian, #27, phone#: 231711

Erebuni community: Movses Khorenatsi #162, phone#: 575000

Center community: Marshal Baghramian, #14, phone#: 564253

Cadastres in Yerevan:

Arabgir, Kanaker, Zeytoon communities: phone# 365199

Center community: phone# 585176

Shengavit, Malatsiya communities: phone# 448292

<p style="text-align: center;">ԱՆՇԱՐԺ ԳՈՒՅՔԻ (ԲՆԱԿԱՐԱՆԻ) ԱՌՈՒՎԱՆԱԳԻՐ ՊԱՅՄԱՆԱԳԻՐ</p> <p>ք. Երևան (ամսաթիվը) բառերով</p> <hr/> <p>(ազգանունը, անունը) (այսուհետև՝ «Վաճառող»), (ՀՀ անձնագիր-----թիվ-----, տրված-----), մի կողմից, և</p> <hr/> <p>(ազգանունը, անունը) (այսուհետև՝ «Գնորդ») (ՀՀ անձնագիր-----թիվ-----, տրված-----), մյուս կողմից, կնքեցին սույն պայմանագիրը (այսուհետև՝ «Պայմանագիր») հետևյալի մասին.</p> <p style="text-align: center;">1. Պայմանագրի առարկան</p> <p>Վաճառողը պարտավորվում է Գնորդին՝ որպես սեփականություն հանձնել հասցեում գտնվող անշարժ գույք (այսուհետև՝ «Անշարժ գույք»), իսկ Գնորդը պարտավորվում է ընդունել այն և վճարել դրա համար Պայմանագրի 3-րդ բաժնում նշված գինը: Անշարժ գույքի էլեկտրական լարերը փոխված են, գազի խողովակները, ջրի խողովակները գտնվում են սարքին վիճակում:</p> <p style="text-align: center;">2. Կողմերի հրավումքները և պարտականությունները</p> <p>2.1. Վաճառողն հրավումք ունի՝</p> <p>2.1.1. Պահանջել վճարել Անշարժ գույքի համար, իսկ Գնորդի կողմից վճարումը ժամանակին չկատարելու դեպքում պահանջել վճարել նաև տոկոսներ՝ Հայաստանի Հանրապետության քաղաքացիական օրենսգրքի 411 հոդվածին համապատասխան:</p>	<p style="text-align: center;">REAL ESTATE (APARTMENT) PURCHASE CONTRACT</p> <p>c. Yerevan date:</p> <hr/> <p>(surname, name) (hereinafter referred to as "Seller"), (Passport _____, given _____), on one hand, and</p> <hr/> <p>(surname, name) (hereinafter referred to as "Purchaser"), (Passport _____, given _____), on another hand, signed this Contract (hereinafter referred to as the "Contract") about the following.</p> <p style="text-align: center;">1. Subject of the Contract</p> <p>The Seller is entitled to sell the Purchaser real estate (hereinafter referred to as "Real Estate") located in --- -----, and the Purchaser is entitled to accept it and pay the price mentioned in the 3 provision of the Contract. The lines of the electricity are new, gas, and water pipes are in good condition.</p> <p style="text-align: center;">2. Rights and obligations of the Parties</p> <p>2.1. The Seller has a right</p> <p>2.1.1. to demand payment for the Real Estate, and as well as interests according to Article 411 of the Civil Code if the Purchaser does not pay in time,</p>
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<p>2.1.2. Պահանջել վճարելու Անշարժ գույքի համար, եթե Գնորդը, խախտելով Պայմանագրի պայմանները, հրաժարվում է ընդունել Անշարժ գույքը:</p> <p>2.2. Վաճառողը պարտավոր է՝</p> <p>2.2.1. Գնորդին հանձնել Պայմանագրի 1 կետում նշված Անշարժ գույքը՝ Գնորդի կողմից Պայմանագրի պայմաններով Անշարժ գույքի համար ամբողջությամբ վճարելու պահից ----- -----<i>(թվերով ու բառերով)</i>----- ----- օրվա ընթացքում: Վաճառողի՝ Անշարժ գույքի հանձնման պարտավորությունը համարվում է կատարված, Անշարժ գույքը Գնորդին հանձնելու պահից. համաձայն հանձնման-ընդունման ակտի:</p> <p>2.2.2. Գնորդին հանձնել երրորդ անձանց իրավունքներից ազատ Անշարժ գույք:</p> <p>2.2.3. Պայմանագրի ստորագրման պահի դրությամբ Գույքի հետ կապված բոլոր ծախսերը՝ գույքահարկը, էլեկտրականության, ջրի, գազի, ընդհանուր տարածքների շահագործման և պահպանման վարձերը նարել:</p> <p>2.3. Գնորդն իրավունք ունի՝</p> <p>2.3.1. հրաժարվել Պայմանագիրը կատարելուց, եթե վաճառողը հրաժարվում է հանձնել վաճառված գույքը:</p> <p>2.4. Գնորդը պարտավոր է՝</p> <p>2.4.1. Անշարժ գույքի համար վճարել Պայմանագրի 3-րդ կետով սահմանված կարգով:</p> <p>2.4.2. Անշարժ գույքը Վաճառողից ընդունելու ժամանակ ստուգել Անշարժ գույքի համապատասխանությունը Պայմանագրի 1 կետում նշված տվյալներին:</p> <p>2.4.3. <i>(թվերով ու բառերով)</i> ----- ----- օրվա ընթացքում Վաճառողին ծանուցել Անշարժ գույքի հայտնաբերված թերությունների և Պայմանագրի պայմանների խախտումների մասին:</p> <p>3. Գինը և վճարման կարգը</p>	<p>2.1.2. To demand payment for the Real Estate, if the Purchaser refuses accept Real Estate violating terms set in the Contract.</p> <p>2.2. The Seller is obliged</p> <p>2.2.1. To give the Real Estate mentioned in the 1 provision of the Contract to the Purchaser according to the terms of the Contract after the payment during _____ days. The obligation of the Seller is considered realized from the moment of allocating the Real Estate according to Act.</p> <p>2.2.2. To give the Purchaser Real Estate free from third parties.</p> <p>2.2.3. To pay all the taxes for the estate, electricity, water, gas by the conclusion of the Contract.</p> <p>2.3. The Purchaser has a right</p> <p>2.3.1. To refuse signing the Contract if the Seller refuses to give the Real Estate.</p> <p>2.4. The Purchaser is obliged</p> <p>2.4.1. To pay for the Real Estate the price mentioned in the 3 provision of the Contract.</p> <p>2.4.2. To check whether the Real Estate meets the qualifications defined in the 1 provision of the Contract.</p> <p>2.4.3. To inform the Seller about disrepair of the Real Estate and the violations of the terms of the Contract during ----- days.</p> <p>3. Price and Terms of Payment</p>
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<p>3.1. Պայմանագրի 1 կետում նշված Անշարժ գույքի ընդհանուր գինը կազմում է <i>(թվերով և բառերով)</i> ----- ----ՀՀ դրամ:</p> <p>3.2. Գնորդը Պայմանագրի 3.1. կետում նշված գումարը (կամ մի մասը) վճարում է Վաճառողին կանխիկ գումարով՝ Պայմանագիրն ստորագրելու պահից <i>(թվերով և բառերով)</i> ----- -----օրվա ընթացքում:</p> <p>3.3. Պայմանագրի կնքման ժամանակը կողմերը կկրեն համասանորեն:</p> <p>4. Կողմերի պատասխանատվությունը</p> <p>4.1. Վաճառողի կողմից Անշարժ գույքը հանձնելու պարտավորության կետանցի դեպքում Գնորդին վճարում է յուրաքանչյուր ուշացած օրվա համար տուգանք՝ Անշարժ գույքի գնի 0.15 տոկոսի չափով:</p> <p>4.2. Կողմերը իրենց պարտավորությունները չկատարելու համար պատասխանատվության են ենթարկվում Հայաստանի Հանրապետության օրենսդրությամբ սահմանված կարգով:</p> <p>5. Անհաղթահարելի ուժի ազդեցությունը (ՖՈՐՍ – ՍԱԺՈՐ)</p> <p>5.1. Պայմանագրով պարտավորություններն ամբողջությամբ կամ մասնակիորեն չկատարելու համար կողմերն ազատվում են պատասխանատվությունից, եթե դա եղել է անհաղթահարելի ուժի ազդեցության արդյունք, որը ծագել է Պայմանագիրը կնքելուց հետո, և որը կողմերը չէին կարող կանխատեսել կամ կանխարգելել: Այդպիսի իրավիճակներ են երկրաշարժը, մառախուղ, հրդեհը, պատերազմը, ռազմական և արտակարգ դրություն հայտարարելը, քաղաքական հուզումները, գործադուլները, պետական մարմինների ակտերը և այլն, որոնք անհնարին են դարձնում Պայմանագրով պարտավորությունների կատարումը:</p> <p>5.2. Եթե արտակարգ ուժի ազդեցությունը շարունակվում է 3 (երեք) շաբաթից ավելի, ապա կողմերից յուրաքանչյուրն իրավունք ունի լուծել</p>	<p>3.1. The price of the Real Estate mentioned in 1 provision of the Contract is _____ AMD.</p> <p>3.2. The Purchaser pays the price /or partially/ defined in 3.1. provision of the Contract in cash during _____ days since concluding the Contract.</p> <p>3.3. The Costs of the Contract will be carried out by the Parties equally.</p> <p>4. Responsibility of the Parties.</p> <p>4.1. If the Seller gives the Real Estate later than defined by the Contract, he/she is entitled to pay the Purchaser 0.15 % of the price of the Real Estate for each delayed day.</p> <p>4.2. In case of breaching the Contract the Parties shall be liable according to the legislation of the Republic of Armenia.</p> <p>5. Force majeure</p> <p>5.1. The Parties are not liable for breaching their responsibilities in force majeure cases, which arose after signing the Contract, and which the Parties could not foresee or prevent. Such cases include but are not limited to earthquakes, floods, fire, war, announcing military and state of emergency, political disturbance, strikes, acts of state bodies which make impossible meeting the responsibilities of the Parties.</p> <p>5.2. If force majeure endures more than 3 (three) weeks, any of the Party can terminate the Contract.</p>
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<p>Պայմանագիրը:</p> <p><i>6. Այլ պայմաններ</i></p> <p>6.1. Պայմանագրի բոլոր փոփոխությունները և լրացումները կատարվում են գրավոր և կողմերի ստորագրությամբ:</p> <p>6.2. Անշարժ գույքը ընդունելու արդյունքում կողմերը կազմում և ստորագրում են գույքի ընդունման հանձնման ակտ:</p> <p>6.3. Պայմանագրի կապակցությամբ ծագած վեճերը լուծվում են բանակցությունների միջոցով: Համաձայնություն ձեռք չբերելու դեպքում վեճերի լուծումը հանձնվում է դատարանի քննությանը:</p> <p>6.4. Պայմանագիրը կազմված է հայերեն և անգլերեն լեզուներով, 4 օրինակից, որոնք ունեն հավասարազոր իրավաբանական ուժ: Յուրաքանչյուր կողմին տրվում է մեկական օրինակ, մեկ օրինակը տրվում է նոտարական գրասենյակին և մեկ օրինակը երեսուն օրվա ընթացքում տրվում է ներկայացնելու անշարժ գույքի կադաստրի պետական կոմիտեի համապատասխան տարածքային ստորաբաժանում գրանցելու համար:</p> <p><i>7. Կողմերի ստորագրությունները`</i></p> <p>Վաճառող` _____</p> <p>Գնորդ` _____</p> <p>..... ամսաթվին սույն պայմանագիրը վավերացված է նոտարական տարածքի նոտար կողմից: Կողմերը պայմանագիրը ստորագրեցին իմ ներկայությամբ: Կողմերի, նրանց ներկայացուցիչների ինքնությունը, նրանց գործունակությունը, և իրավունակությունը ստուգված են:</p> <p>Գրանցված է սեղանամատյանում----- ով, Գանձված է պետական տուրք և ծառայության վճար,</p>	<p><i>6. Other Terms</i></p> <p>6.1. All the amendments and editions to the Contract are done in writing by the signature of the Parties.</p> <p>6.2. When accepting the Real Estate the Parties sign ----- Act.</p> <p>6.3. Disputes regarding the Contract shall be solved via negotiations. In case of not coming into agreement the dispute shall be solved in court.</p> <p>6.4. Contract is prepared in Armenian and English. There are 4 copies which have equal legal force. Each Party is given one copy; one copy shall be given to the notary office, one shall be given to the corresponding local department of State Cadastre within thirty days.</p> <p><i>7. The Parties signatures</i></p> <p><i>The Seller</i>_____</p> <p><i>The Purchaser</i>_____</p> <p>In ----- the Contract is ratified by the notary of ----- notary area. The Parties signed the Contract at my presence. The identity of the Parties, their capability, and competence is checked. Registered ----- registrar book, State tax and service tax is paid according to the RA law on "State tax", and "Notary". Notary_____</p>
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<p>համաձայն ՀՀ «Պետական տուրքի մասին» և ՀՀ «Նոտարիատի մասին» օրենքների: Նոտար-----</p>	
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