

# Obligation to pay property debts



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In a construction partnership agreement, the parties agree on the costs and their liability. Usually the builder bears all the costs of obtaining the necessary permits and preparing and constructing the new building, but it makes sense that the costs and liabilities of the property that are related to the pre-construction contract should be borne by the owner.

If there is no agreement on the debts and expenses of the property that belong to the pre-contract or the builder is unaware of them and the owner does not pay them, in the future it will be a source of disputes and damages to the builder. Has the right to oblige the owner through the court to pay the debts of the property that are related to before the signing of the contract.

## **The parties to the lawsuit:**

The plaintiff is the builder of the construction contract. There will be a lawsuit against the defendant owner. The petition can be filed in the court of the defendant's place of residence, the place of concluding the contract or the place of performance of the obligation.

## **How to execute the sentence:**

At the execution stage, the convict will be notified. To pay the amount of the sentence within ten days after notification. Otherwise, it will be possible to seize and sell the convicted property or seize him

Some key points related to litigation

The most important property debts include debts related to water, electricity, gas and telephone, sewerage costs, property taxes, social security debts and municipal tolls and debts.

Debt to the Social Security Administration is about industrial property and is related to the insurance of people working in that industrial unit.

## **Legal documents related to the lawsuit for the obligation to pay the property debts in the construction participation contract:**

### **Article 220 of the Civil Code:**

Contracts not only oblige the parties to perform what is specified in it; Rather, the parties are obliged to all the results that are obtained from the contract according to custom and law or according to the law.

### **Article 225 of the Civil Code:**

The normality of something in custom and habit so that the contract deviates from it without specification, is considered as mention in the contract.

Contact us for a free consultation.