

1. Document of ownership of the property - the document of ownership of the property, which legitimizes the seller and previous title deeds.

Most common ownership documents:

- Title Deed, registered with the Registry Agency – title deed for purchase and sale, title deed for donation, title deed for exchange, notarized statement of ascertainment;
- Deed, with records for its registration;
- Sales Contract executed under the Ordinance on State-Owned Properties;
- Sales Contract executed under the Municipal Property Act and the State-Owned Public or Municipal Real Estate Act. If executed after 1 June 1996, they must be registered at the Registry Office.

2. Certificate of Tax Evaluation of the property – issued by the tax office at the location of the property. The Certificate of Tax Evaluation of the property must have an address identical to the address of the property as per the title deed, otherwise the respective administration must issue a Certificate of Identity of Addresses.

The Certificate of Tax Evaluation must list all co-owners of the property.

The co-owners must have no outstanding obligations concerning the property (to have paid the property tax and waste management fees) and this fact must be indicated in the Certificate of Tax Evaluation of the property.

3. Certificate of Marital Status of the seller(s) showing the marital status of the owner (co-owners) as of the date of acquisition of the property. The certificate is issued by the ESGRAON (Unified System for Civil Registration and Administrative Services to Population) department in the district of domicile of the owner.

4. Certificate of Marriage if the seller is married.

5. In the event that the property is not acquired during marriage, it is not considered MPC (matrimonial property community), but if the property is the registered address of the spouse, a statement (link to DEKL\_26.doc) is to be filed as per Art. 26 of the Family Code evidencing the consent of the spouse to the sale. The same applies to property acquired by inheritance, donation, and others which are not MPC.

6. In the event that real rights are registered for the property, in order to execute the sale transaction the user must abandon the real right established in their favour - this is carried out by filing a statement (link to dekl\_otkaz\_blank.doc) for waiver of the right of use. It must be executed at the notary's office and is subject to registration. If the user is deceased, an excerpt of the Death Certificate must be submitted.

7. In the event that the property is subject to partition – the respective document (contract, judgment), duly registered at the Registry Agency. DEKL\_23.doc

8. Sketch of the property, in the event of transfer of land (land plot, yard or part of yard on which the property/apartment is built). It is issued by the technical service in the district where the property is located and is valid for 6 months.

9. When the property was received as inheritance - Certificate of Inheritance, Death Certificate of the ancestor, will.

10. In the event that the seller(s) is divorced, the court judgment for the dissolution of the marriage in divorce is to be presented.

11. The specific cases require different documents tracing the history of the property and proving the right of ownership.

12. Certificate of Encumbrances on the property- issued by the Registry Agency, enclosing all documents of the ownership – from the first title deed to the last one, in the case of inheritance –Certificate of Inheritance as well. In the event that the property includes land or parts of land, a sketch of the property must also be enclosed.

13. In the event that the seller is unable to attend the performance of the deal personally, he/she is legally entitled to authorize a third person to represent him/her by means of a Power of Attorney. This Power of Attorney must specifically describe the representation rights granted

## Required Documents

---

by the authorizer to the authorized. The Power of Attorney is to be notarized - with certification of the signatures affixed and the content of the document. The Power of Attorney must enclose a notarized declaration under Art. 25, para. 7 of the Notaries and Notarial Practice Act (NNPA) and a declaration under Art. 264, para. 1 of the Tax-Insurance Procedure Code (TIPC).

14. Identity document, other documents individualizing the buyer and the seller (identity cards, certificates of good standing, if the party under the transaction is a legal entity - a decision of the competent authority).

15. When the deal concerns the transfer of a property in a newly constructed building - the relevant documents from the builder/investor - building permits, architectural design and distribution of land, use permit - Act Form 16, etc.

16. Other documents depending on the specifics of the deal. Taking into consideration the diversity of options, it is recommended that the documents on the transaction held by both parties should be checked by your lawyer.