

## LOAN AGREEMENT FORMS

Form for load agreement between legal entities

### a) Loan angreement

Concluden on \_\_\_\_ among JSC NN from \_\_\_\_ represented by the CEO NN as lender and LLC MM from \_\_\_\_ represented by the CEO MM as borrower in the following manner:

- 1) Contracting party – the lender PLC NN grants the borrower LLC MM loans in the amount of \_\_\_\_ denars, in letters \_\_\_\_
- 2) The borrower LLC MM accepts the loan in the amount of \_\_\_\_ denars from the lender for further use.
- 3) The borrower is obligated to return the accepted loan in period of \_\_\_\_ days with interest of \_\_\_\_ percent.
- 4) The borrower is obligated to pay default interest if the loaned money are not returned by the agreed deadline.
- 5) The parties have agreed, the validity of this Agreement to be set in force after the decision of their authority.
- 6) The parties have agreed to implement the provisions from the Law on Obligations for items not covered in this Agreement.
- 7) In case of a dispute regarding the Agreement, the parties have agreed on the competence of the court \_\_\_\_ This Agreement is comprised of 6(six) identical samples, 2 (two of which) are given to both parties and 1 (one) to their admimistrative body.

## AGREEMENT ON SALES of AGRICULTURAL LAND

Concluded \_\_\_\_ among

The parties to the agreement have agreed to the following

The party to the agreement – the seller AA sells to the other party – the buyer BB agrucultural land (field) on the place called \_\_\_\_ CA \_\_\_\_ sales number \_\_\_\_ with surface od \_\_\_\_ -

The sales price is mutually determied among seller and buyer in the amount of \_\_\_\_ which the seller received immediately and in full.

The aforementioned land is sold without any burdens.

The seller bears all costs for the transfer of the sold agricultural land, including the property sales tax.

The buyer has taken possesstion of the purchased land by paying the sales price in full. Evidence of that is the record of property sale and payment in the amount of \_\_\_\_

The parties of the agreement are obligated to notarize the contract with a competent notary and to conduct formal transfer of property by registration in the Cadastre.

All desputes regarding this agreement are under the sphere of competence of the Primary Court.

Provisions from the Law of obligations, regulations for real estate trading respectively, shall be implemented for all points not specified in the agreement.

## PASSANGER TRANSPORT CONTRACT

Concluded on \_\_\_ by and among the carrier LLC MM as one party represented by the CEO MM and the beneficiary PLC NN represented by the CEO NN as the other party, as follows

The carrier is obligated to transport the beneficiary's workers with his own vehicle – bus with 40 seats from \_\_\_ to \_\_\_ with a delay of \_\_\_ days and to bring them back to \_\_\_.

The carrier will conduct the transportation of the agreed number od workers on \_\_\_ at \_\_\_ o'clock to the predetermined location.

The carrier is liable for the safety of the passangers from the beginning to the end of the journey and is obligated to compensate for any damages that may occur reguarding the healt, injury or death of the passangers.

The carrier is obligated at the same time to provide transportation for the passangers' lagguage and after the completion of the trip to hand over said luggage to the passanger in prime condition whereupon shall be responsible for the loss or damages of said luggage and shall compensate for the damages.

According to article 1 of this contract, the beneficiary is obligated to pay a fixed price to the carrier in the amount of \_\_\_ in period of \_\_\_ days after the transportation is completed. If the aforementioned payment is not duly paid, the beneficiary is obligated to pay default interest of the agreed price from the day of maturity.

## MOTOR VEHICLE SALES AGREEMENT

Negotiated by and among

Seller JSC AA \_\_\_ account number with \_\_\_ bank represented by the CEO and

Buyer LLC BB export-import from \_\_\_ represented by \_\_\_

Make and model of vehicle

Vehicle title;Chassis number; Engine number;Color;

Sale conditions

Seller sells and Buyer purchases the aforementioned vehicle

The vehicle price is \_\_\_ with built-in air conditiner unit \_\_\_ radio receiver\_\_\_ delivery costs

The payment shall be made in fuive installments whereas the first installment shall be in the amount of \_\_\_ denars and shall be paid upon acquiring the vehicle.

The additional four payments shall be paid:

-second instalment in the amount of \_\_\_ denars shall be paid by \_\_\_ at the latest.

If the payment of one installment is belated, the rest installments shall reach maturity and must be paid with all projected interests including the default interest.

Ensuring the timely payment of installments, Buyer is obligated to hand the seller 15 signed blank bills of exchange.

Upon aquiring the vehicle the buyer is obligated to inspect the vehicle. Additional objections on apparent damages and defects shall not be acknowledged.

Seller provides the buyer a guarantee for the time and conditions as specified in the manufacturer's warranty.

The buyer is obligated to bear all consequences by breach of agreement as specified in article 3.

Any possible disputes regarding this agreement are under the juristiction of the Primary Court in Skopje.

Provisions from the Law of Obligations shall apply for any points not specified in the agreement, regarding a sale of a vehicle.

#### AGREEMENT ON SALES OF building land

Concluded on \_\_\_\_ by and among

AA appartment on \_\_\_\_ street, \_\_\_\_ - No \_\_\_\_ in ID number as seller on one side and

BB appartment on \_\_\_\_ street \_\_\_\_ ID number as buyer on other side

Seller is owner of the building land(lot) in \_\_\_\_ village, received as a gift by his/her uncle, marked under sale number \_\_\_\_ CA \_\_\_\_ with surface of \_\_\_\_ m<sup>2</sup>, therefore this lot as a building land sold by the seller BB from \_\_\_\_ for the total purchase price of \_\_\_\_ euros in denar equivalent according to the middle exchange rate of National Bank of Macedonia.

The buyer purchases the lot mentioned in article 1 of this Agreement as a construction land and is obligated to pay the sale price to the seller after signing and certification of the Agreement at the latest.

All costs for the certification of the agreement and the property sales tax bears the seller.

The aforementioned land is sold without any burden

The buyer has taken possession of said lot before the final payment of the total price under compleate agreement by the seller.

According to the terms in this agreeemet the selles is obligated to execute transfer of property of said lot to the buyer at the Cadastre, otherwise the buyer is authorized to perform the registration himself in absence of the seller

The provisions from the Law on Obligations and the Guidelines on property sales shall be implemented for any items not mentioned in the Agreemet.

Any possible disputes regarding this agreement are in the competence of the Primary Court in Skopje.

This contract is comprised of 6 identical samples sertified by a notary, two samples for each side one for the notary and one for the Public Revenue Office.

#### CONTRACT on SALES OF OFFICE SPACE/BUSINESS PREMISES

Concluded on \_\_\_\_ by and among

NN Jointstock company for issuing a lease on business premises \_\_\_\_ represented by the CEO \_\_\_\_ (hereinafter referred to as Seller) and

\_\_\_\_ location - address \_\_\_\_ (hereinafter referred to as Buyer) as follows

Seller sells real part of the office space to the Buyer from \_\_\_\_ floor \_\_\_\_ business unit number \_\_\_\_ with net surface of \_\_\_\_ m<sup>2</sup>

The surface of the office space/business premises from previous paragraph of this article is identified in Sketch number \_\_\_\_ which a constituent part of this Contract.

The lowered sales price of the business premises specified in the previous article of this Contract for the discount from item 8 paragraph 6 indent \_\_\_\_ of General conditions for sale of section of business premises to NN JSC \_\_\_\_ amounts to \_\_\_\_ euros (in words) which on the day of conclusion of this contract amounts to the denar equivalent of \_\_\_\_ denars (in words) calculated in accordance with the middle exchange rate for 1 Eu of the National bank of Macedonia

According to the previous item of this contract the buyer is obligated to pay the amount on the day of the conclusion of the contract or in a period of 30 days at the most after the contract is concluded i.e. signed.

In accordance with paragraph 1 of this item the payment is made after the conclusion of the contract (in 30 day period) the denar equivalent is determined in accordance to the middle exchange rate of the National Bank of Macedonia for 1 Eu at the day of the payment.

The time limit specified in paragraph 1 of this item represents an important element of the Contract

The seller is liable to the buyer for any legal and natural defect and for the proper workings of individual stations build into the premises.

The purchased business premises may be used for \_\_\_\_ determined in the Sales programme

The purpose of paragraph 1 of this article may be altered according to the General sale conditions.

At the conclusion of this contract i.e. its signing, the buyer is obligated to conclude a separate Contract on regulation of the conditions of use and maintenance of joint sections and functions of the Joint Stock Company, in accordance with the Rules for use and maintenance of joint sections and functions of The Business trade center”

Spoken agreements, alteration and annexes to this Contract are not binding to the agreed parties.

Integral part of this Contract are the General conditions for sales of section of business premises to AA JSC - \_\_\_\_ No \_\_\_\_ and Rules for use and maintenance of joint sections and functions of NN JSC \_\_\_\_ of which content the buyer is aware that by placing the offer i.e. by concluding the contract the same apply to him/her.

Issues not regulated by and included in this Contract, the General conditions for sale of section of business premises \_\_\_\_ and Rules for use and maintenance of joint sections and functions of \_\_\_\_ shall apply the positive legal regulations.

Costs for certification of this contract and other costs that may arise are borne by the buyer.

By paying the amount from item 3 of this contract, the buyer may ask for a registration of the business premises that is the subject of the Contract to the Cadastre in his/her name without consent from the seller.

Both contracting parties have agreed on resolving disputed issues that may originate after the conclusion of this contract by settlement and if that is not successful, the same to be presented to an expert that shall be appointed by mutual agreement. After receiving the expert findings or opinion the contracting parties may not file a legal dispute except if that expert does not give his/her findings in the deadline he/she was given.

Contract disputes shall be settled by real and local jurisdiction of the court in Skopje.

## ADMINISTRATIVE PROCEDURE

### FORM OUP -2

Certificate for facts kept in the official records (article 174 - LGAP)

(name and seat of authority)

Name of authority issuing the certificate)

Perusant to article 174 of the Law on general administrativeprocedure (Official Gazette of R. Macedonia ) by the claim submitted by (name and surname of party) issues

### CERTIFICATE

It is confirmed that (facts that are confirmed by official records)

This certificate is issued on the basis of (title of official records and relevant data – year of the recordkeeping, page, ordinal number and other) and serves for (basis of fee rate and amount or exempt from fee)

## SUMMONS FOR EXPERT OR INTERPRETOR

(name and surname) is summoned to come on \_\_\_\_ at \_\_\_\_ o'clock to (place of summons) room number\_\_\_\_ for the purpose of expertise or interpretation on the subject (subject for the summons)

In case of impediment, you are obligated to notify this authority. If the expert or interpreter who has been properly summoned does not come and does not justify his/her absence or appears and refuses to give his/her expertise or fails to submit the written findings and opinion in the appointed period may be fined with the amount of 1000 denars. If the unjustified absence, the refusal to give his/her expertise or failure to submit the written findings and opinions caused expences for the procedure it can be determined those costs to be beared by the expert / interpreter.

## SUMMONS OF A PARTY FOR HEARING

(name and surname of party) from \_\_\_\_ street umber\_\_\_\_ is summoned on \_\_\_\_ at \_\_\_\_ o'clock to come personaly in capacity of a party or to send a representative i.e. a legal representative in (place of summons) room Number \_\_\_\_ for the purpose of a hearing on the subject (case for the summons)

NOTE\_\_\_\_

In case of impediment, you are obligated to notify this authority.

If the properly summoned party i.e. representative of the party, who's claim initiate this proceeding is not present on the debate, by the overall state of the matter it can be assumed that the party has withdrawn the proposal and the proceeding shall be stayed (article 159 paragraph 3 LGAP)

If the party against whom a procceding has been initiated is unjustifiably absent despite being properly summoned, the hearing may proceed in leave on said party or it shall be dalayed at his/her expence.

#### SUMMONS OF A PARTY

(name and surname of the party or the representative from \_\_\_\_ is summoned on \_\_\_\_ at \_\_\_\_ o'clock to come personally in (place of summons) or to send a legal representative for the case of \_\_\_\_ (subject of the summons)

NOTE If case of impediment, you are obligated to notify this authority.

If you do not respond to this summons or fail to notify the authority in case you are prevented from attending, you shall bear the legal consequences.

#### CONCLUSION

Conlusion on dismissal of petition due to formal insufficiensies

(title and seat of authority accepting the petition)

Persuant to article 65 paragraph 2 of the Law on general administrative procedure (Official Gazette of RM ) has reached the following

Conclusion

(type of petition) submitted by (name and surname of petitioner) from \_\_\_\_\_ is considered that the petition has not been submitted.

Explanatory note

(name and surname) has submitted to this authority the mentioned/reffered petiton. Considering that it has been determined that the petition has defficiencies which are \_\_\_\_ the designated party has been summoned to remove the aforementioned insufficiensies by \_\_\_\_ year and by not doing so it shall be resolved in accordance with the enacting clause/ruling.

#### CERTIFICATE /Attestation

Receipt of receiving a petition(title and loacation od authoryty which received the petition)

Receipt

It is confirmed that (name and surname of party) from\_\_\_\_\_ issued a petition to this authority (type of petition) registered/certified under number \_\_\_\_\_

## AUTHORIZATION

Authorisation of an official to assume/undertake actions in a proceeding before the making the decision (article 37 paragraph 1 LGAP)

Persuant to article 37 paragraph 1 of Law on geneal administrative proceeding (Official Gazette of RM) \_\_\_\_\_(name and surname of official)

Is authorised to undertake the proceedingt before a decision has been adopted for the following administrative procedures:-----

## JUDICIAL RULES OF PROCEDURES

### SUMMONS

\_\_\_\_ FROM \_\_\_\_ STREET \_\_\_\_ IS SUMMOND ON \_\_\_\_ AT \_\_\_\_ O'CLOCK TO APPEAR at the Primary court \_\_\_\_ in courtroom\_\_\_\_ relating to the criminal case against \_\_\_\_ in capasity of \_\_\_\_

### Warnning

If the defendant – witness – person properly summoned does not appear at the hearing and does not justify his/her absence, he/she shall be forcibly brought and shall bear the expences for his/her DOVEDUVANJE.

### Legal lesson and warning

If the defendant is properly summoned and does not appear on the main hearing nor does he/she justify his/her appsence, he/she shall be forcefully brought and with that a detention can be determined to assure presence at the hearing and shall bear the costs for his/her forthbringing, for delaying the hearing and other expences that he/she may cause, as well as appropriate amount of the lump sum and shal be trialed in a summary proceedun and in his/her absence. The defendant is obligated to inform the court immediately about change of address and intent to change place of residence. When defence is not mandatory, the defendant has the right to a defence counsil , but the hearing must not be delayed if the defendant does not attend the main hearing or if the defendant attended the hearing in the presence of a defence counsil or if the defendant revoked the power of attourney from his defence counsil, in which case the defendant is obligated to inform the court imediately or in period of 3 days at least, and by not doing so in case of a mandatory defence, he/she shall be providea a court-appointed defence lawyer, and if the defendant revokes the power of attourney , he/she is obligated to inform the court in period of 3 days, and if the defendant does not appoint a new defence lawyer he shall receive a court appointed defence lawer in period of 3 days, the defendant may request for new witnesses or experts to testify at the hearin or to present new evidence, the defendant may appear on the main hearing with evidence in his/her defence or to give timely announcement for the new evidence to the court in order to be produced at the main hearing.

If the plaintif does not attend the hearing, the hearing shall be held in his/her absence and his/her statement for legal claim of property shall be read. If the plaintif does not attend, it shall be considered as reluctance to proceed with the proceeding if during the hearing the public prosecutor abandons the prosecution.

If the aggrieved party as plainfir and private plaintif do not attend the hearing and do not send a legal representative, it shall be considered as abandoning the indictment.

If the witness and expert fail to appear without leave despite the proper summons, the court shall order a to be brought forcefully and to be fined from 100 to 1000 euros in denar equivalent and shall bear the costs for their bringing, for delaying the hearing as well as an appropriate part of the lump sum.

Note: The summons and bill of delivery must specify the articles of the procedural laws that are the basis for legal lesson and warning contained therein.

STAMP FOR SIGNATURE AUTHENTICATON OF A TRANSLATOR ON DOCUMENTS FOR USE IN ABROAD

It is attested that \_\_\_\_\_ that certified court interpreter in \_\_\_\_\_ language ha personaly signed this translation of a document with the signature/imprint of the above mentioned interpreter.

Certification fee of \_\_\_\_\_ denars paid and canceled.

## CONTENTIOUS PROCEDURE

### Special/Particular claim

Considering that the defendant sow the field with some culture and thus exposed me to further expences, i.e. forcing me to replow the field and sow the culture that I had intended, I suggest to the court to take the following action:

### Decision for determinening temporary measures

The defendant is forbiden to sow any kind of culture on the field \_\_\_\_ with the surface of \_\_\_\_ registered in the property certificate number \_\_\_\_ and is ordered to cease any further field work on said field until the effective completion of this dispute.

### Cost

For preparing a lawsuit\_\_\_\_/For coping of evidence/Lawsuit fee\_\_\_\_ /Plaintif\_\_\_\_

### LAWSUIT

To the Primary Court/ Defendant / Plaintiff/Case: Disturbance of possession/  
Value\_\_\_\_/Particular proposition: Issue of temporary measures

The plaintiff under a lease agreement with the owner, for many years have been using the filed with sale number \_\_\_\_ CA with surface of \_\_\_\_ m<sup>2</sup>, registered in property certificate number \_\_\_\_ for agricultural production.

In the fall of the previous year, the plaintiff gathered the crops and left the field to recover, with the intention to plow and sow it this spring.

However, five days ago, the defendant entered the field, plowed it and prepared it for sowing, responding to my objection that he has concluded a lease agreement with the owner and I have no more claim there. He was not willing to listen that the owner has not terminated the agreement with me and that I have undisturbed possession of the field for many previous years.

Evidence: Lease agreement from \_\_\_\_-/Hearing of witnesses/Hearing of parties/ **Assessment** (vid) of the place in question

### APPEAL

From Primary court \_\_\_\_ to Court of Appeal \_\_\_\_-/Plaintif/Defendant/Case/**Cost/Value**

Complaint from the defendant against the ruling of the Primary court \_\_\_\_-Case number \_\_\_\_ year.

I am not pleased by the ruling for case number \_\_\_\_ from the Primary court \_\_\_\_ carried for the lawsuit and I file an appeal within the legal period of 15 days after hearing the ruling on the grounds of

**Essential** violation of the provision of the contentious proceeding

## Ruling on legal costs

Considering that the defendant does not acknowledge that I am entitled of joint ownership, i.e. the right of possession of a notional half on these subjects – article 75 paragraph 2 of ZSDSP and to settle the devision of the subjects, after presenting the final arguments and evidence I propose to the Court to reach the following

### Verdict

**The lawsuit is hereby adopted.**

It is determined that the plaintiff on ground of joint requirement during the marriage with the defendant has the right of ownership of a notional half of the following subjects \_\_\_\_ - value \_\_\_\_ - denars \_\_\_\_

In period of 15 days under the penalty of forcefull execution, The defendant is hereby obligated to allow the plaintiff to take possession and use these subjects with the defendant proportionally to the co-owner part and to have joint control over these subjects, i.e' to suffer a physical devision of these subjects.

The plaintiff has agreed to accept half of the amount designated in this case instead of half of the subjects, in which case the defendant shall be released from handing over one half of the subjects if he pays the monetary amount in period of 15 days after receiving the verdict.

The defendant is obligated to pay the plaintiff the expences in accordance to the cost sheet in period of 15 days after receiving the verdict.

**Cost sheet For writing a lawsuit \_\_\_\_/For coping of evidence/Lawsuit fee \_\_\_\_ /Plaintif \_\_\_\_**

## PROPOSAL FOR COURT SETTLEMENT

To Primary Court \_\_\_\_/Plaintiff/Defendant/Case: Attempting settlement for compensation for damages

In year \_\_\_\_ by burning stubble the, the **opponent** caused a fire that burned the corn planted in my field sale number CA surface \_\_\_\_ m<sup>2</sup>

Evidence: Minutes for securing expert evidence for the extent of the damages.

I do not desire to press charges instead desire to resolve the issue with an agreement by compensating me for the caused damage and for that reason I submit this proposal in attempt for court settlement in accordance with article 310 on Law on Contentious procedure, whereby the proposal was submitted to the opponent to be aware of and to schedule an appearance in court with mediation of the court, and attempt to settle an amount for compensation of damages that according to competent expert comes to \_\_\_\_ and the manner that the compensation shall be conducted.

## DEFENDANT PLEA

With the defendant's claim to obligate the plaintiff to bear costs of the contentious procedure.

According to the lawsuit recorded under case number \_\_\_\_ the plaintiff demands the defendant to compensate for the damages he suffered in a traffic accident in \_\_\_\_ , when he

was hit by a motor vehicle make "\_\_\_" model \_\_\_ reg. no, whose owner is insured by the defendant for vehicle liability for damages caused to third parties.

**The lawsuit is not accepted for the reasons hereof....** (specify reasons with submitted evidence)

Appart from the aforementioned, we file a claim to obligate the defendant to bear the costs of the civil procedure for he is a citizen of India and has no residence in Macedonia, and in the time of the caused injury stayed in macedonia as a tourist.

Our countru has no convention with india for exemption of bearing the costs of a civil procedure, by which the Court may seek an explanation from the Ministry of Justice, in accordance to article 83 of Law on resolution of conflict of laws with regulations from other countries in certain relations (LRCL) (Official gazette DFRY) aplied as a republic law in accordance with the Constitution law for conducting the Constitution of RM.

Given the aforementioned case we advise the court in accordance with article 84 to rule/pass the following sentence:

#### Article 216

Unless an international agreement provides otherwise, foreign public documents properly certified under condition of reciprocity have the same probative force as the domestic public documents.

#### Article 217

The party is obligated to personally bring the document referred to as evidence in the findings. With the document in a foreign language a certified translation of the same is submitted.

If the document is in the possession of a state authority or the state administrative bodies or the natural or legal entity conducting public authorizations, and the party can not procure the document to be surrendered or presented, the court under the suggestion of the party can obtain said document.

#### DEFENDANT SUBMISSION

The defendant objects to the local competence of the aforementioned court for the following:

The parties have a mutual agreement for local competence from \_\_\_, whereby the parties have agreed for all disputes concerning this **legal procedure**, hence the plaintiff's lawsuit, to be tried in the \_\_\_ local competent court in \_\_\_ (article 63 from Law on contentious procedure LCP?ZPP). In accordance, for debate and decision under the plaintiff's lawsuit is under the competence of the Primary court in \_\_\_

Evidence: Agreement for local competence from \_\_\_, in original.

**Hence, I suggest the court, in accordance with article 19 of Law on contentious procedure to rule as follows:**

Hence, I suggest to the Court that after hearing both parties under this petition, pass a ruling that accepts my involvement as legal representative to the defendant in this civil procedure and after presented with the evidence to pass the following

#### Verdict

The plaintiff's lawsuit to obligate the defendant to pay the amount of \_\_\_\_ - for the purpose of compensation for suffered damages in a traffic accident in \_\_\_\_ is denied as unfounded.

The plaintiff is hereby obligated to pay the legal representative for the procedural costs in accordance with the cost list in period of 15 days after hearing the verdict.

Involved party \_zamesuvac

#### PLAINTIF SUBMISSION

Under the above quoted court I have a certified dispute under case number \_\_\_\_ for compensation for damages caused by the defendant, causing me severe physical injuries. However, the summons of the aforementioned defendant for the first court appearance has been returned with a note of the summoner that the defendant has absconded and has no known whereabouts.

Later, I investigated and discovered that in the criminal case from that court case number \_\_\_\_ the defendant, charged with a criminal act of causing severe physical injury, after being released from detention has fled and a warrant for his arrest has been issued in order to conduct the final hearing.

Evidence : Copy of the arrest warrant.

The defendant has at his disposal real estate and saving accounts that the plaintiff may use to charge his claim that shall **be adjudged** with the verdict in the case of compensation for damages.

In accordance with the above quoted, there are assumptions for appointing temporary legal representative of the defendant pursuant to provisions from article 76 paragraph 2 item 4 of Law on contentious procedure I suggest to the court in accordance with the provisions to reach the following

#### Decision

In the legal matter of the plaintiff \_\_\_\_ against defendant \_\_\_\_ for compensation for damages certified in this court under case number \_\_\_\_ the defendant \_\_\_\_ with as of now unknown location is appointed a temporary legal representative.

Appointed as temporary legal representative is attorney \_\_\_\_ who holds all rights as legal representative in this proceeding, pursuant to article 77 of the Law on contentious procedure (LCP).

The appointing of temporary legal representative of the defendant should be published in the Official Gazette of RM and on the Court's bulletin board with the content regulated in the provisions of article 78 of LCP and to inform the Center on social work in \_\_\_\_.

The cost of the procedure regarding the appointing temporary representative and his representation are borne by the defendant in advance, in accordance with his consent.

#### DEFENDANT'S PLEA

I do not acknowledge the lawsuit for disturbance of ownership and object the competent of this court to settle the dispute between the parties for the following:

The land in question that I took possession of after the ownership was approved by the competent administrative body for doing construction work on my subject – building, representing a common good i.e. good for general use, so by passing over it the plaintiff does not fulfil the content of any property rights for passing:

Evidence : Assessment by expert for urban planning with insight in the urban plans of the city

In accordance, the arrangement of relations regarding the manner of use of this land belongs to the competence of the appropriate administrative body and not in the sphere of competence of the court.

Therefore I suggest to the Court pursuant to article 15 of Law on contentious procedure to make the following

#### Decision

The primary court \_\_\_\_\_ is announced as competent for resolving the dispute registered with the plaintiff's lawsuit against the defendant, for disturbance of ownership, for judicial non-competence in resolving of this legal matter. The implemented actions in the proceeding – issuing temporary measure of \_\_\_\_\_ are revoked and the plaintiff's lawsuit is annulled.

The plaintiff is obligated to pay the defendant \_\_\_\_\_ denars for court costs in period of 15 days.

#### EXECUTIVE ACTS

EXECUTIVE OFFICER appointed for the region of Primary Court

Execution officer \_\_\_\_\_ in accordance with claim by the creditor for conducting executive acts \_\_\_\_\_ with UIN/UEN/UTR \_\_\_\_\_ residence/habitation/ seat/ of \_\_\_\_\_ based on execution documents \_\_\_\_\_ from \_\_\_\_\_ against the debtor \_\_\_\_\_ from \_\_\_\_\_ and residence/habitation/seat of \_\_\_\_\_ for enforcement of execution in the amount of \_\_\_\_\_ on day \_\_\_\_\_ issues the following

#### ORDER OF EXECUTION

(pursuant to article 66 paragraph 1 of Law on execution)

The debtor \_\_\_\_\_ is ordered in period of 3 days after receiving this order to pay the bailiff \_\_\_\_\_ on behalf and on the account of the creditor \_\_\_\_\_ in accordance with the executive documents \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_

-amount of \_\_\_\_\_ titled as main debt

-amount of \_\_\_\_\_ titled as additional claims, as interest etc.

-amount of \_\_\_\_\_ titled as costs for executive action in accordance to the executive documents

-expences for the executive action which shall be determined after the completion of the executive action with a separate closing of account, and which by the time of the issuing of this order amounts to \_\_\_\_ den.

The payment must be made to the qiro account of the executive officer number \_\_\_\_ managed by \_\_\_\_ tax number \_\_\_\_

If the debtor does not pay the amount of the debt in the designated period, inventory, appraisal and confiscation of the following objects:

-that are in possesson of the debtor

That are in possesson of the creditor

That are in possesson of a third party

In the presence of an appointed adjuster, except in the previously given consent by the debtor, that the valuation be performed by the execution officer that conducts the inventory.

The debtor is forbiden to alienate and/or load i.e. cover his/her possessions. Acting against this distain shall result in criminal and legal consequences.

The has been indicated to the debtor that he/she is obligated to inform the execution officer if he/she settled the debt to the creditor in accordance with the order of execution.

**EXECUTIVE OFFICER** appointed for the region of Primary Court

Execution officer \_\_\_\_ in accordance with the claim by the creditor for conducting executive acts \_\_\_\_ with UIN/UEN/UTR \_\_\_\_ residence/habitation/ seat/ of \_\_\_\_ based on execution document \_\_\_\_ from \_\_\_\_ - against the debtor \_\_\_\_ from \_\_\_\_ and residence/habitation/seat of \_\_\_\_ for enforcement of execution in the amount of \_\_\_\_ on day \_\_\_\_ comes to the following

Conclusion

For execution of sale of real-estate(persuant to article 175 paragraph 7 of the Law on execution)

It is determined that a sale has been carried out of the real estate with the designation \_\_\_\_ to the buyer \_\_\_\_ residence/habitation/seat at \_\_\_\_ with UIN/tax number \_\_\_\_ as optimal buyer in accordance with the conclusion on sale EO number \_\_\_\_ from \_\_\_\_ year on \_\_\_\_ (date) \_\_\_\_ paid the price for the real estate in the amount of \_\_\_\_ denars.

This conclusion represents legal basis for gaining the right of ownership.

**EXECUTIVE OFFICER** appointed for the region of Primary Court

Execution officer \_\_\_\_ in accordance with the claim by the creditor for conducting executive acts \_\_\_\_ with UIN/UEN/UTR \_\_\_\_ residence/habitation/ seat/ of \_\_\_\_ based on execution document \_\_\_\_ from \_\_\_\_ - against the debtor \_\_\_\_ from \_\_\_\_ and residence/habitation/seat of \_\_\_\_ for enforcement of execution in the amount of \_\_\_\_ on day \_\_\_\_ comes to the following

Conclusion

For transfer of possesion of real-estate (persuant to article 178 paragraph 1 of Law on execution)

To the buyer \_\_\_\_ with residence/habitation/seat at \_\_\_\_ with UIN?UEN/UTN \_\_\_\_ as optimal buyer in accordance with conclusion for sale EO.No \_\_\_\_ year on date \_\_\_\_ has payed the amount for the real-estate in sum of \_\_\_\_ Has been transferred the possession of the realestate designated as \_\_\_\_ with sales record of the real-estate.

#### NOTARIAL ACTS

Form number 8(article 6 paragraph 1 item 8 of Rulebook)

Stamp for note on certification on certificate

I, notary(name, surename and seat) attest that have compared this certificate with the original in my files and verified that is true to the original.

This is \_\_\_\_ certificate orinary-certified-compleate- in the certificate with accompaning \_\_\_\_ copies of the notary acts suppliment.

This certifiacte is made for \_\_\_\_ because(if it is reissued).

The notary fee under rate number of \_\_\_\_ of Law on (name regulation) in the amount of \_\_\_\_ denars charged and canceled on the copy that remains for filing.

Exemption from payment of notary fee persuant to article \_\_\_\_ of Law on (state which law)

The notary reward us calculated in the amount of \_\_\_\_ and expences \_\_\_\_ denars.

#### STAMP FOR CERTIFICATION OF TRANSCRIPT

I, notary \_\_\_\_ attest that this a transcript of the source document – of the ordinary transcript(name od document)

Written by hand (with pensil, ballpoint pen, nk pen) with a typewriter and other mechanical and chemicl means(photocopy and alike) which contains \_\_\_\_ pages. The source document to my knowledge and from the claims of the party is found in \_\_\_\_ - has been brought by \_\_\_\_ (name, address of bearer)

Notary fee under tariff number of \_\_\_\_ of Law on(name regulation) in the amount of \_\_\_\_ denars paid and canceled on the sample that remains for filing.

Exempt form payment of notary fees under rate number \_\_\_\_ of Law on (state which law)

#### STAMP FOR AUTHENTICATION OF SIGNATURE

I notary \_\_\_\_ attest that (name, surname, calling and adress) in my pressence has personaly signed the writing- put his signature on/acknowledged the signature as his own/handwriting on the writing as his own.

The identity of the bearer of the document ha been conirmed by identity card and passport (number of identity card or passport and the authority that issued it) wittessed by

The signature/hand-writing is imprinted on the writing,

Notary fee for certification under rate number \_\_\_\_ of Law \_\_\_\_ in the amount of \_\_\_\_ denars is paid and canceled on the sample which remains for filing.

Exemption from payment of notary fee, pursuant to article \_\_\_\_ -

The notary reward is calculated in the amount of \_\_\_\_ denars and expenses of \_\_\_\_ denars.

#### STAMP for CERTIFICATION OF TRANSLATION

I notary \_\_\_\_ attest that this translation is true to the source, written in \_\_\_\_ language.

Translation (name, surname and seat of notary or translator)

#### STAMP FOR CERTIFICATION OF PERSONAL DOCUMENTS

I, notary \_\_\_\_ attest that \_\_\_\_ beared/produced this document for validation.

I have personally confirmed the identity of the bearer of the document in accordance with the identity card or passport with witnesses \_\_\_\_ personally known.

I attest that I have read this document and have determined that in its form is true to the regulations for notary documents and by its content of the regulations for content of the notary act.

I have read the document to the participant(s) of the legal matter and have warned them that the attested private document has the force of a notary act/the enforceability of a notary act. The participant(s) have stated that they accept the legal consequences that may arise from it and that suits their will. Notary fee for certification under tariff number \_\_\_\_ from Law on (specify regulation) in the amount of \_\_\_\_ denars paid and canceled on the sample that remains for filing.

Exempt from payment of notary fees pursuant to article \_\_\_\_ of law \_\_\_\_

Notary reward is calculated in the amount of \_\_\_\_ denars and costs \_\_\_\_ denars.

#### STAMP FPR CERTIFICATION OF TRANSCRIPTS

I notary \_\_\_\_ attest that this transcript (name of document) has been compared to the source/certificate/certified transcript or ordinary transcript of the notary act, written by hand (pencil/ballpoint pen, ink pen) typewriter, on computer or by other mechanical or chemical means, photocopy and alike)

The source of this document in my knowledge- by claim of the party is found \_\_\_\_ beared by the party \_\_\_\_.

This is \_\_\_\_ transcript verified and it has \_\_\_\_ enclosed transcripts, supplements of the notary act.

The transcript is comprised for \_\_\_\_.

Notary fee under tariff number of \_\_\_\_ of Law on \_\_\_\_ in the amount of \_\_\_\_ denars paid and canceled on the sample that remains for filing.

Exempt from payment of notary fees pursuant to article \_\_\_\_ of Law on \_\_\_\_

Notary reward calculated in the amount of \_\_\_\_ denars and expenses \_\_\_\_ denars.