GLOBAL LEGAL INSIGHTS

Corporate Real Estate

First Edition

Contributing Editor: John Condliffe
Published by Global Legal Group

CONTENTS

Preface	John Condliffe, *Hogan Lovells International LLP*	
Belgium	Alexandre Emond & Jeroen Versnick, *Liedekerke Wolters Waelbroeck Kirkpatrick*	1
Brazil	Camila Mendes Vianna Cardoso, Alexandre Sales Cabral Arlota & Tereza Cristina de Almeida Marins Gorito, *Kincaid Mendes Vianna Advogados*	11
Colombia	Francisco Uribe, Isabel Rojas & Juanita Bermúdez, *Brigard & Urrutia Abogados S.A.S.*	20
Denmark	Hans-Peter Jørgensen & Jesper Avnborg Lentz, *Gorrissen Federspiel*	30
England & Wales	John Condliffe, Anthony Newton & Jamie Hyams, *Hogan Lovells International LLP*	40
Finland	Antti Laaksonen, Panu Penttilä & Sakari Lähteenmäki, *Project Law Attorneys Ltd*	50
France	Catherine Saint Geniest, Paul-Henri de Cabissole & Laura Viale, *JeantetAssociés A.A.R.P.I.*	58
Germany	Dirk Mackeprang & Hendrik Sandmann, *FPS Partnerschaftsgesellschaft von Rechtsanwälten mbB*	65
Greece	Panagiotis Drakopoulos & Maria Eliza Kyparissi, *Drakopoulos Law Firm*	76
Ireland	Jim Murphy, Richard Leonard & Jennifer Halpin, *McCann FitzGerald*	81
Italy	Luigi Croce & Christian Mocellin, *NCTM Studio Legale Associato*	90
Japan	Junko Ogushi, Russell K. Kawahara & Shuji Koyama, *Atsumi & Sakai*	100
Luxembourg	Léon Gloden & Max Becker, *Elvinger, Hoss & Prussen*	107
Netherlands	Leon Hoppenbrouwers & Niels Molenaar, *Allen & Overy LLP*	117
Norway	Thomas R. Håkonsen & Maren Müller, *Advokatfirmaet Schjødt AS*	127
Paraguay	Ana Añazco, Juan Carlos Boggino & Paolo Doria, *Peroni Sosa Tellechea Burt & Narvaja*	136
Romania	Florian Nițu & Ela Marin, *SCA Popovici Nițu & Asociații*	143
Russia	Alyona Kucher, Natalia Putilina & Dmitry Stakheev, *Debevoise & Plimpton LLP*	154
Spain	Andrés Monereo, Michael Fries & Mónica Regaño, *Monereo Meyer Marinel-lo Abogados*	166
Switzerland	Wolfgang Müller, Walter Häberling & Christian Eichenberger, *Meyerlustenberger Lachenal*	176

Romania

Florian Nițu & Ela Marin
SCA Popovici Nițu & Asociații

Introduction

Real estate remains a key driver for economic growth, particularly in Romania's post-bubble time where market corrections have not significantly checked the organic growth potential of this emerging market. New project developments have sprouted in the recent past and there is a clear expansion trend now led by experienced developers and investors with strong market experience.

Out of all real estate segments, projects in office development, construction and operation are currently in the spotlight, with significant volumes and transaction numbers adding up.

In Bucharest alone for 2013 we have counted a total number of transacted square metres of office space in the region of 300,000, one of the highest volumes ever recorded for the capital office market. The demand predominantly came from tenants in the IT&C, Energy and FMGC sectors. Office development activity also recorded significant development in other secondary markets, such as Cluj-Napoca and Timisoara, as new companies (BPOs, call-centres) started to focus on regional markets as well, where occupational costs remain up to 25% lower than in Bucharest.

For occupiers, the good news is that, after the major contraction in 2009, the office market remains mainly a tenants' market.

Developers need to secure rather high levels of pre-letting in order to have access to project (bank) financing. This translates additionally into good deals for occupiers willing to pre-lease. Nevertheless, we can identify differences between sub-markets and, as a consequence, the balance of power between landlords and tenants is not stable. As there is currently a clear preference among occupiers for good quality central spaces at the expense of secondary locations, owners of modern class A office spaces enjoying good locations are favoured in dealings with tenants, while Class B properties, especially those located in non-metro or peripheral areas, encounter significantly diminished leasing demand and higher vacancy rates. As a consequence, owners with such buildings in their portfolios are likely to show an increased flexibility to improve their situation.

All in all, the Romanian office market continues to favour tenants and the incentive packages offered by landlords, including both rent-free periods and fit-out contributions, having especially attractive terms in the case of large new deals, long term renewals and expansions, remained consistent during the last year. The conditions are not expected to significantly change during 2014.

Market trends

Having just emerged from its first *crise de croissance*, the office market displays a number

© Published and reproduced with kind permission by Global Legal Group Ltd, London

of standard maturity characteristics including: (i) a process of tenant migration to better locations and sometimes cheaper ones; (ii) an awareness that better use of office space requires regeneration, refurbishment and optimisation; (iii) the demise of speculative development and increase of pre-letting thresholds; as well as (iv) the advent of energy-efficient eco-friendly concepts along with an increasing environmental awareness.

We discuss these traits below.

(i) Office relocation for better quality space

This is currently the main driving force in leasing, stemming from tenants' interest in upgrading to better quality space.

During the last year, renewals and renegotiations accounted for a significant part of the deals on the Bucharest office market, but take-up, dominated by class A offices, remained preponderant and relocation continued to represent the main governing factor.

As a trend which started to crystallise back in 2011, relocation has become more and more significant, spawned by occupiers' goal to consolidate and move operations from un-economic or technically obsolete stock. It is worth noting here that there is a significant stock of buildings located in peripheral areas developed 10 years ago in the heyday of the Romanian real estate market by developers concentrating only on fast delivery of new spaces into a market under formation and with a very high leasing demand and low offer. In these 10 years newer and better office spaces, more centrally located or benefiting from better access, became available.

Thus the main relocation triggers have been upgrading to better quality space at the expense of technically outdated office accommodation, and the pursuit of a better equilibrium between space quality and occupancy costs.

(ii) Regeneration, refurbishment, optimisation of space use

Relocations have been also prompted by the optimisation process undertaken by some large tenants willing to consolidate all activities in a single building. But given the rather limited amount of new stock and the increased demand for quality spaces, tenants currently looking to lease large office areas should be aware of the difficulties.

For those trying to optimise the space occupied, extension, when the space available permits it, may be an alternative and 2013 recorded a number of such extensions. The lease of the additional space came together with a prolongation of the lease terms and incentives granted by the landlords.

(iii) The demise of speculative office development and the increase of pre-letting thresholds

Pre-leasing is becoming a sacred requirement for office development finance, while pre-leasing quotas continue to increase. This trend looks set to last.

While pre-lease transactions were almost non-existent in the first years of the economic crisis, when tenants would show an excessive prudence and consequently an almost exclusive preference for completed projects, since 2012 pre-leases have become increasingly important in the overall leasing activity volume.

The current market context particularly fosters pre-leases, as new available stock expected to be delivered to the market is insufficient to meet the relocation demands of corporate occupiers in search for large, high quality spaces.

(iv) Riding the green wave (the advent of energy-efficient, eco-friendly concepts and increasing environmental awareness)

Potential occupiers, embracing sustainability and energy efficiency concepts as part of their corporate social responsibility policies, will be pleased to learn that the commercial property sector in Romania has also embraced the green trend in the past years.

© Published and reproduced with kind permission by Global Legal Group Ltd, London

As local green awareness increased, it has become standard practice, not only in Bucharest, but also in the regional markets (Timisoara, Cluj-Napoca etc.) for the new office developments to be green buildings, in most cases certified as such (generally LEED or BREEAM certificates).

Additionally, owners' interest has focused on undertaking refurbishment measures aimed at turning older facilities into Class A energy efficient buildings or simply into greener office accommodation, and the Bucharest office market has already seen some successful reconversion projects of this kind.

Building green buildings is nevertheless only going halfway. The other half is to ensure green use and therefore, the use of green leases or at least of a green section as part of a contract, is expected to increase. Lacking any standards or statutory obligations in this respect, it remains a contractual matter between landlords and tenants if and how to accommodate green use requirements and other green clauses.

Authorities' attention on upgrade of the energy performance of the buildings, regardless of their size and on the use of the energy performance certificates, has also increased, more significant amendments to the Law no. 372/2005 regarding buildings' energy performance[1] being brought in July 2013 by means of the Law no. 159/2013.[2]

Currently, legal requirements impose on the building owner a duty to obtain an energy performance certificate both for the construction of a new building and for major renovations to old buildings. An energy performance certificate is also required for the purpose of the sale and rental of a building.

Key leasing provisions

As a significant number of lease agreements, most of them concluded in the boom period of the real estate market, will reach maturity in 2014, important leasing activity is expected also during 2014.

Besides adjusting their expectations to the current market conditions, both landlords and tenants will have to consider the regulations of the New Civil Code that entered into force on October 1, 2011[3] and which brought significant amendments in the lease field.

Paying attention to the stipulations of the New Civil Code is required not only in the case of conclusion of new lease agreements, but also in the case of prolongation of contracts concluded prior to October 1, 2011. Lease agreements concluded prior to the entering into effect of the New Civil Code will, in principle, continue to be governed by the provisions of the former Civil Code as regards their conclusion, interpretation, effects, implementation and termination. The additional acts thereto will however be governed by the provisions of the New Civil Code; aspects which are not the object of the amendments will continue to be regulated by the old Civil Code.

As negotiation of a lease agreement for office premises is seldom a smooth process, one should be aware that according to the New Civil Code, it is sufficient for the parties to agree on the essential aspects of the contract in order for the lease agreement to be concluded. If, thereafter, parties do not reach agreement on the secondary aspects (or a third party designated to establish such aspects takes no decision), either party may seek assistance in court, which is likely to rule over the contract's conclusion based on the parties' intention. As the rent and the good to be leased are the only objective essential elements in case of a lease agreement, to avoid being caught in a lease agreement that fails to satisfy other aspects that a prospective occupier may deem essential, the latter should be careful enough to pre-establish and communicate evidences during the negotiation process in relation to any aspect of the future lease it finds essential.

© Published and reproduced with kind permission by Global Legal Group Ltd, London

Hereinafter is a summary of market practice on key lease terms, pointing out as well, where the case, relevant aspects regulated by the New Civil Code.

(i) Length of term

In terms of leasing period, lease agreements are generally concluded for periods of three to five years, the five-year term being the optimal period for both tenants and landlords. Large occupiers are likely to prefer committing to longer lease terms, however, while insisting on keeping break options rights capable of ensuring an anticipated exit from the lease.

(ii) Rent (frequency, basis of calculation)

In the absence of mandatory statutory requirements, payment of rent and the basis of calculation are a matter of contractual arrangement between the occupiers and owners. Most landlords require payment of rent to be made in advance either on a monthly or quarterly basis.

Diligent parties will measure the floor space occupied for the purpose of calculating the rent and attest it under the premises handover minutes. There are no mandatory requirements for office premises as regards the measurement standard to be used for establishing the premises area, but the office standards of the Building Owners and Managers Association International (BOMA) are commonly used.

(iii) Remedies for non-payment of rent and breach of other covenants

Tenant's failure to pay the rent when due *inter alia* entitles the landlord to calculate delay penalties by reference to the outstanding amount. The amount of the delay penalties is subject to negotiation between the parties and in practice significantly varies.

When no specific delay penalties are stipulated in the lease agreement, the landlord is still entitled to charge the penalty legal interest, whose rate currently amounts to the Romanian National Bank's reference interest rate plus eight percentage points.

Aiming at simplifying the process the landlord had to observe in order to obtain an enforceable title for payment of overdue rent, the New Civil Code decreed that lease agreements concluded as private signature deeds which were registered with the tax authorities, as well as lease agreements signed as authenticated deeds, constituted enforceable titles for the payment of the rent.

As authenticating the lease agreement may imply payment of consistent notary fees,[4] the solution likely to be preferred by landlords seeking to secure an enforceable deed remains the contract's registration with the tax authorities. The procedure for registering lease agreements with the tax authorities entered into effect only in January 2013, allowing landlords (legal entities) more than one year to speculate about how best to take advantage of the provisions of the new Code.[5]

Non-payment of rent and breach by the tenant of other obligations under the lease agreement may also constitute grounds for contract termination for tenant's fault. Although, as a principle, minor failures are not grounds for termination, in case of lease agreements, termination by the landlord may occur also in case of non-important failures, should such repeatedly occur.

(iv) Rent review

Yearly indexation of the rent, based on a contractually pre-agreed index, is standard practice as regards the office premises. The most commonly used indexes are MUICP and HCPI.

When the contractual rent review clauses are missing and dramatic change of circumstances evidently affects the contractual balance, one may however resort to the provisions of the New Civil Code that specifically acknowledge the judicial

© Published and reproduced with kind permission by Global Legal Group Ltd, London

review of the contractual terms in case of hardship. Although hardship was known to the courts and academia before the entry into effect of the New Civil Code, it is this enactment that sets forth the principles of the doctrine of hardship.

(v) Break rights

Tenants seeking to secure an early exit from the lease have to have specifically acknowledged break rights under the lease agreement, since under Romanian law, when concluded for a definitive term, lease contracts for office premises are binding and cannot be unilaterally terminated without cause by the parties.

(vi) Maintenance and repair

The New Civil Code brought an important amendment as regards the tenant's rights to perform repair works in the landlord's charge which the latter failed to perform.

Unless specifically agreed otherwise by the parties, prior to the entering into force of the New Civil Code, the lessee was not entitled to perform repairs in the landlord's charge without having first obtained a court ruling to such purpose. Currently, if the landlord, though made aware by the tenant about the necessity to make the repairs, fails to undertake prompt measures, the tenant can perform the repairs itself and, besides reimbursement of the expenses incurred, has the right to legal interest as from the day the expenses were made. In case of urgent works, the tenant can notify the landlord also after commencement of the repairs.

(vii) Alterations

Whenever the improvements to the leased premises brought by the tenant were priorly approved by the landlord, unless otherwise agreed by the parties, the landlord shall pay the price thereof upon takeover at the end of the lease.

In case alterations were made by the tenant in the absence of landlord's consent, the lessor is generally entitled to keep the works at no cost, having as well the possibility to ask the tenant to reinstate the premises to the initial condition and hold the latter liable for potential damages brought to the leased premises.

(viii) Reinstatement

At the end of the lease term, the tenant is required to return the premises in the same condition as upon delivery, not being however liable for damages or losses caused by normal wear and tear.

Under the New Civil Code, the lease agreement concluded for a definite term and attested by authenticated deed or private signature deed registered with the tax authorities is enforceable title for the obligation to return the leased premises upon the expiry of the term.

(ix) Assignment and subletting

The tenant has the right to assign the lease agreement or to sublet the premises in their entirety or in part if such possibilities were not expressly prohibited under the lease agreement. Such a prohibition is rather standard practice, however, any assignment or subleases being allowed only subject to the landlord's prior consent. In such cases, the lessee usually insists on reserving the right to assign and/or to sublet at least to affiliates.

(x) Sale by landlord

Should the leased premises be sold by the landlord, the new owner shall have to observe the lease only if the agreement was registered with the land book (in the case the building accommodating the lease premises is registered with the land book). Lacking such registration, the lease is not opposable to the buyer. The rule applies even if the lease agreement was concluded prior to the entry into force of the New Civil Code, but the sale took place after such enactment came into effect.

© Published and reproduced with kind permission by Global Legal Group Ltd, London

(xi) Permitted use

Permitted use is one aspect the lease agreement will usually regulate in detail. In addition, it is common practice for the lessee to be required to adhere to the operating rules of the respective property.

Breach of the permitted use is sanctioned with damages to the landlord and may constitute a cause for contract termination for tenant's failure.

(xii) Insurance, including insurance during fit-out by an occupier

Throughout the lease term, the occupier will usually be required to conclude and maintain in force, at its own expense and for an appropriate insured amount, a civil liability insurance against third party claims arising from physical injury and property loss or damage in the leased premises, also covering all works and acts of the tenant, its agents, employees and contractors. Whenever the occupier is allowed early access to the premises for fit-out purposes, such is generally conditional upon requested insurance policies being in place and proper evidence of the conclusion thereof being provided to the landlord.

(xiii) Service charge

The parties agree under the lease agreement upon the services that the landlord will provide and the costs to be paid by the tenant in consideration thereof.

Triple net leases are standard practice and therefore, by means of service charges, the tenant becomes responsible for all common areas maintenance costs, for the building insurance costs and for the real estate taxes incumbent to the landlord in consideration of its ownership right over the real estate accommodating the office facility.

Generally, the tenant pays the service charges in advance (monthly or quarterly) and each year the advance on service charges is settled against the actual incurred costs.

(xiv) Security of tenure, renewal rights, extensions of contractual term

While, in practice, the tenants used to secure a first option to lease the premises upon expiry of the initial lease term even prior to the entering into force of the New Civil Code, the aforementioned enactment expressly regulates the lessee's preference right to lease the premises, under the same terms and conditions as acknowledged to a third party. The preference right is conditional upon the tenant having complied with its obligations under the previous lease agreement.

(xv) Security provided to landlords (parent company guarantees, bank guarantees, rent deposits)

While both bank guarantees and cash deposits, usually amounting to the value of the rent and service charges for three months, are equally met in practice, bank guarantee letters are preferable for landlords due to the enhanced protection they offer in case of the tenant's insolvency. Parent company guarantees are less frequent.

Taxes and other occupational costs

As triple net leases are customary for the Romanian office market, property taxes incumbent on the landlord are in fact borne *pro rata* by the tenants. Such property taxes include the land tax and the tax on buildings.

The land tax and the tax on buildings are paid annually generally by any person who owns land or buildings located in Romania. The tax is payable in two instalments, no later than March 31 and respectively September 30 to the local budget of the respective community, town or municipality where the property is located.

The land tax is established by reference to the surface of the land, the rating of the locality

© Published and reproduced with kind permission by Global Legal Group Ltd, London

where the land is located and the zone and/or the land's category of use. Tax is not owed for the land beneath a building.

The tax on buildings for individuals is generally 0.1% of the taxable value of the building. An increased tax is levied for persons owning more buildings. In case of legal entities the tax on buildings is calculated by applying a tax quota to the inventory value of the building. Such tax quota may range from 0.25% to 1.50%, being annually established by means of local council decision.

Tenants carrying out reconstruction, consolidation, refurbishment works or improvements to the leased premises, should such works result in an increase of the building value by at least 25% (even when such threshold is achieved further to more works carried out in the same fiscal year), have the obligation to notify the landlord on the value of the works carried out within 30 days from the completion thereof. This way, the landlord is enabled to submit a new fiscal statement, as tax on the building has to be recalculated starting from the first day of the month during which the alterations were finalised.

Among various taxpayers, tenants carrying out the above-mentioned works to the leased premises should also pay attention to the newly introduced tax on constructions, in effect as of January 1, 2014, in order to determine if the works conducted fall within the constructions subject to this tax. Details on the new tax on constructions are provided in the next section.

A plan to amend the local taxes also exists.

Rental of real estate is VAT-exempted, but the landlord may opt for such to be subject to 24% VAT by notifying its option to the tax authorities. A copy of the notification submitted is to be provided to the tenant.

Upcoming regulation or legislation

Romania faces times of intense rulemaking and the legislative changes of recent months have included measures of the utmost importance. Since a full coverage of the said changes is beyond the scope of this chapter, we shall refer below only to the ones referring to: (i) the New Code of Civil Procedure; (ii) the urbanism regimen; (iii) buildings' energy performance status, as well as to (iv) the ever-changing tax field, particularly commenting on the so-called "pole tax".

(i) A New Code of Civil Procedure

A New Code of Civil Procedure[6] entered into effect on February 15, 2013, bringing a fair amount of adjustments relevant also for the topics addressed in this article.

Aiming at simplifying legal proceedings and speeding up lawsuits, the new codification introduced an expedited procedure for evicting tenants and other occupiers from premises unlawfully used. As an alternative to common eviction action, the procedure allows the claimant also to achieve obligation of the tenant to payment of overdue rents.

In addition, both landlords and lessees were granted the possibility to obtain cessation of abuses committed by the other party by means of injunction.

(ii) Changes in the land development and urbanism field

Significant amendments, enacted under the Law no. 190/2013,[7] were brought in July 2013 to the Law no. 350/2001 regarding land development and urbanism. Changes relate to: (i) the proceedings for the initiation and approval of the zoning urban plans ("PUZ"), legal entities and individuals basically regaining the right to initiate the drafting of a PUZ after such initiative had become almost the exclusive prerogative

© Published and reproduced with kind permission by Global Legal Group Ltd, London

of the public administration authorities under the Government Emergency Ordinance no. 7/2011; (ii) clarification of the detailed urban plan's regime of instruments, exclusively detailing the provisions included in a PUZ or in a general urban plan; and (iii) the cases when the drafting of a PUZ is mandatory.

The Ministry of Regional Development and Public Administration was required to prepare the methodological norms for the application of the Law no. 190/2013 within 90 days as from the entering into force of the new law and at the end of last year, the draft of the order for the approval of the methodological norms to the Law no. 350/2001 became available for public debate.

(iii) Amendments in the buildings' energy performance field

Also in July 2013, changes were brought in the field of buildings' energy performance with a view to implementing the requirements imposed by the Directive 2010/31/EU of the European Parliament and of the Council on the energy performance of the buildings.

The recent amendments have detailed the landlord's obligations to make available to the tenant, prior to the conclusion of the lease agreement, a copy of the energy performance certificate in order for the latter to become aware of the energy performance of the premises to be leased.

While conclusion of sale agreements in the absence of an energy performance certificate is expressly sanctioned with relative nullity, no such express sanction exists as concerns lease agreements. Nevertheless, landlords willing or requested to register the lease agreements with the fiscal authorities are required to submit a copy of the certificate for registration purposes.

(iv) The "Pole tax"

With a view to achieving a broader taxable base, at the end of last year additional tax burdens were enacted under the Government Emergency Ordinance no. 102/2013 on amendments to the Fiscal Code and regulations of some financial-fiscal measures.[8] One of the areas affected by the new measures was property taxation, where a new tax on constructions was introduced as of January 1, 2014.

This tax, which immediately became known in the business community as the "pole tax", bears significant similarities to the local tax on buildings and is due only by legal entities. The tax rate of 1.5% is applied to the inventory value of constructions mentioned under group 1 in the catalogue[9] used for fiscal depreciation purposes and improvements thereof, owned by the taxpayers at December 31, the purpose envisaged being however to exclude from taxation constructions which are subject to local tax on buildings. The new tax has a self-declaratory regime, the taxpayers being required to calculate and declare it no later than May 25. Payment must be made in two instalments, no later than May 25 and respectively September 25.

The fit-out works or other improvements and refurbishment works to the leased premises carried out by the tenants may fall within the constructions subject to this tax. The value of such improvements/refurbishments is also relevant for this purpose, as works exceeding 25% of the value of the building are subject to local tax on buildings (provided they have been duly notified to the landlord) and thus ignored when determining the taxable base for the tax on constructions. Tenants remain nevertheless liable to tax on improvements/refurbishments below the mentioned threshold, or which have not been notified to the landlord.

The form in which tax on constructions was enacted has already raised concerns in the business community and signs currently coming from the Ministry of Finance indicate that adjustments thereto are likely to occur in the near future, though not before the payment deadline on May 25.

© Published and reproduced with kind permission by Global Legal Group Ltd, London

Standardisation

No standard lease documents exist for office rental and currently there are no noticeable standardisation tendencies or attempts coming from real estate investment organisations or otherwise manifest in the market.

Other developments in the market

There is at least another notable development in the market and this relates to the significant number of corporate restructurings, insolvencies and bankruptcies and their impact on the office sector.

Real estate has in recent years been one of the business sectors most affected by insolvencies and estimates suggest it will continue to remain a sensitive sector. Though residential insolvencies appeared most widespread, office projects developers are also exposed and one of the echoing insolvencies of last year is the entering into insolvency of a 30k sq m office project in Northern Bucharest.

Note should be made here that the mere fact that an owner of an office facility or a tenant therein is declared insolvent or bankrupt does not automatically lead to the agreement's termination. As part of its duties to maximise the business and assets of the insolvent debtor, the official receiver is requested to assess the profitability of continuing ongoing contracts and decide the fate thereof. As such, he also has the right to unilaterally terminate ongoing leases.

Summary

On the whole, the Romanian real estate office sector recovered well after the financial crisis, steered by new dynamics and driven by more sustainable development factors, all in an improved legal framework. Market players are showing notably less reticent approaches, the number of new office developments and resumptions of interrupted projects, tenants' appetite for new projects, and the significant increase of pre-lease transactions being all signs of improvement.

The office market, recording impressive leasing activity during the past year and showing perceptible maturity characteristics, is still a tenants' market, but noticeable differences can be seen between the various sub-markets.

* * *

Endnotes

1. Law no. 372/2005 was republished in the Romanian Official Gazette, Part I, no. 451 as of July 23, 2013.
2. Law no. 159/2013 concerning the amendment and completion of Law no. 372/2005 was published in the Romanian Official Gazette, Part I, no. 283 as of May 20, 2013 and entered into force within 60 days as from publication.
3. Law no. 287/2009 concerning the Civil Code, as amended and completed, was republished in the Romanian Official Gazette, Part I, no. 505 as of July 15, 2011.
4. Currently, the notarial fee for authenticating lease agreements is calculated as 0.3% of the value of the rent established for the entire lease period.
5. Order no. 1985/2012 concerning the approval of the Procedure for registration of the fiduciary agreements, of the Procedure for registration of lease agreements, as well as for the approval of the template and content of certain standard forms issued by

© Published and reproduced with kind permission by Global Legal Group Ltd, London

the President of the National Agency of Fiscal Administration was published in the Romanian Official Gazette, Part I, no. 16 as of January 9, 2013.

6. Law no. 134/2010 concerning the code of civil procedure was republished in the Romanian Official Gazette, Part I, no. 545 as of August 3, 2012.
7. Law no. 190/2013 for the approval of Government's Emergency Ordinance no. 7/2011 for amending and supplementing Law no. 350/2001 regarding land development and urbanism was published in the Romanian Official Gazette, Part I. no. 418 as of July 10, 2013.
8. Government Emergency Ordinance no. 102/2013 was published in the Romanian Official Gazette, Part I. no. 703 as of November 15, 2013.
9. Reference is made to the Catalogue on the Classification and Normal Useful Lives of Fixed Assets approved by Government Decision no. 2139/2004.

© Published and reproduced with kind permission by Global Legal Group Ltd, London

Florian Nițu
Tel: +40 021 317 79 19 / Email: florian.nitu@pnpartners.ro
Florian Nițu is the Managing Partner of Popovici Nițu & Asociaţii and head of the Firm's M&A, Real Estate and International Arbitration Practices.
Florian Nițu is largely recognised as one of the most experienced M&A local legal counsels and has been ranked continuously since 2005 as the No. 1 Real Estate Lawyer in Romania, with international legal directories such as Chambers and Partners and Legal 500 and many other professional or industry surveys. He constantly features in executives surveys in Romania, such as Top 100 most admired CEOs and Who`s Who in Business Yearbook. He has completed a double education in Romanian and transnational law, with the Bucharest Faculty of Law (LL.B.) and King's College London (LL.M.), where he is also currently conducting a doctoral research programme.
Mr. Nițu is fluent in Romanian, English and French.

Ela Marin
Tel: +40 021 317 79 19 / Email: ela.marin@pnpartners.ro
Ela Marin's practice focuses on real estate transactions, having advised on several forward purchase and joint venture schemes for the development of logistic parks, shopping centres and office buildings. She has advised major investment funds, multinational companies in real estate matters including commercial rental, purchase of property, construction issues and concessions. She also advises on general corporate and commercial matters and has extensive experience in mergers and acquisitions processes.
Ms. Marin holds a Degree in Law and a LL.M. in Private Law Institutions from the University "Babeș-Bolyai" of Cluj-Napoca.
Ms. Marin is fluent in Romanian, English and French.

SCA Popovici Nițu & Asociații
239 Calea Dorobanți, 6th Floor, Bucharest, 1st District, 010567, Romania
Tel: +40 21 317 79 19 / Fax: +40 21 317 85 00 / URL: http://www.pnpartners.ro/

© Published and reproduced with kind permission by Global Legal Group Ltd, London

Other titles in the *Global Legal Insights* series include:

- Banking Regulation
- Bribery & Corruption
- Cartels
- Corporate Tax
- Employment & Labour Law
- Energy
- Litigation & Dispute Resolution
- Merger Control
- Mergers & Acquisitions

Strategic partners:

www.globallegalinsights.com