
TERMS AND CONDITIONS FOR PUBLIC ELECTRONIC AUCTION

CONTENT

GENERAL INFORMATION.....	2
PARTICIPATION	3
Restrictions on the purchase of immovable properties	3
Obligations of the participant.....	3
Participation on one's own behalf.....	4
Participation on the basis of an authorisation.....	5
Making a joint bid	5
DEPOSIT AND PARTICIPATION FEE.....	6
Payment of the deposit	6
Participation fee	6
BIDS.....	6
Making bids.....	6
End of auction.....	7
RESULTS OF THE AUCTION.....	7
Disclosure of results.....	7
RIGHT TO PURCHASE AND PREFERENTIAL RIGHTS	8
Preferential right of the owner of an immovable property adjacent to the forest to sell the land	8
Preferential right of a user with an agricultural use agreement in selling and releasing for use of land.....	9
Preferential right of a temporary user in selling and releasing for use of land	10
Preferential right for several different entitled persons.....	11
APPROVAL OF THE AUCTION RESULTS.....	11

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Disapproval of results.....	11
REFUNDING THE DEPOSIT.....	12
Deposit of the person entitled to conclude the contract.....	12
Deposit of other participants.....	12
Deposit in the case of failure to submit a bid.....	13
The organiser of the auction will refund the amount paid within five business days of receipt of the relevant information.	13
Deposits not refunded.....	13
CONCLUSION OF THE CONTRACT.....	13
Right to conclude the contract.....	13
Time limit for the conclusion of the contract.....	14
Obligations of the buyer or lessee.....	14
Terms and conditions of the contract of sale.....	14
Purchase amount and contract conclusion costs.....	15
Terms and conditions of the commercial lease contract.....	16
INVALIDATION OF RESULTS.....	16
CONTESTING THE AUCTION PROCEDURE.....	16

GENERAL INFORMATION

The Land Board sells and releases for use state-owned immovable properties at a public electronic auction in accordance with the State Assets Act and Regulation No. 14 of the Minister of the Environment of 28 April 2010 ‘Procedure for releasing for use and transfer of immovable properties administered by the Ministry of the Environment’.

The auction notices appear at least two weeks before the due date for the submission of the bids.

Information on immovable properties for sale and released for use can be found at:

www.ametlikudteadaanded.ee

<https://www.maaamet.ee/en>

www.riigimaaoksjon.ee

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Additional information can be requested by **telephone** in the state land auction environment and by calling the **phone numbers specified in the auction notice** published on the website of the Land Board:

- **before the due date for the submission of bids** regarding the immovable properties at auction, participation in auctions, and the use of the state land auction environment.
- every business day regarding other auction-related issues.

Questions in writing about immovable properties or the terms of participation in the auction must be submitted **at least 5 business days before the due date for the submission of bids** to the e-mail address maaamet@maaamet.ee or at the address Akadeemia 4, 51003, Tartu.

PARTICIPATION

Restrictions on the purchase of immovable properties

Citizens and companies of Estonia and foreign countries may participate in the auctions for the **sale** of state-owned land and buy state land, unless the law provides restrictions on them for the acquisition of immovable properties. The Restrictions on Acquisition of Immovables Act imposes the following **restrictions on the acquisition** of immovable properties:

1. **An immovable which contains agricultural or forest land** can be acquired in accordance with the conditions set out in section 4 of the Restrictions on Acquisition of Immovables Act. In the cases provided for in subsection 4 (6) and section 5, the acquirer shall submit the relevant local government permit to the notary before the conclusion of the contract of sale.
2. Under section 10 of the Restrictions on Acquisition of Immovables Act, any **natural person** who is not a citizen of a contracting party to the EEA Agreement or any **legal person** whose seat is not in a contracting party to the EEA Agreement is **prohibited from acquiring immovables in the following areas** or, in the event of changes in the size or name of such areas, within their boundaries as at 31 December 1999:
 - 1) the sea islands, except Saaremaa, Hiiumaa, Muhu, and Vormsi;
 - 2) in the county of Ida-Virumaa: the cities of Narva, Narva-Jõesuu, and Sillamäe and the rural municipalities of Alajõe, Iisaku, Illuka, Toila, and Vaivara;
 - 3) in the county of Tartumaa: the rural municipalities of Meeksi and Piirissaare;
 - 4) in the county of Põlvamaa: the rural municipalities of Mikitamäe, Orava, Räpina, and Värskä;
 - 5) in the county of Võrumaa: the rural municipalities of Meremäe, Misso, and Vastseliina.

There are no restrictions on participation in auctions for the **releasing for use** of state-owned land and the acquisition for use of state-owned land.

Obligations of the participant

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Before submitting a bid, the participant is required to:

1. **carefully inspect the immovable property in the field.** The immovable property may be inspected in the field at any time, unless the time and conditions for access to a particular immovable property are specified separately in the auction notice. In the event of failure to consult the immovable property and the data relating thereto, the tenderer cannot subsequently claim that they were unaware of the condition of the immovable property;
2. **examine the information published on the object in the state land auction environment,** including information on the restriction map and any attached documents;
3. **when applying for agricultural subsidies, read the conditions of applying for subsidies for the immovable** on the website of the Agricultural Registers and Information Board (ARIB) at <https://www.pria.ee/toetused/pollud-ja-metsandus> **and ascertain whether and to what extent the immovable is required to restore permanent grassland.** Information on the obligation to re-establish permanent grassland must be consulted on the public website of ARIB at <https://kls.pria.ee/kaart/> and more detailed instructions can be found at <https://www.pria.ee/infokeskus/kuidas-pria-avalikult-veebikaardilt-leida-pusirohumaade-sailitamise-ja-tagasirajamisega>. If the participant has any additional questions, they must request information from the Area and Animal Aid Hotline of the ARIB at 737 7679;
4. review the terms and conditions of the auction and confirm that they have read and accepted the terms and conditions of the auction in the state land auction environment. By doing so, the **participant confirms that they have read and agree to all terms and conditions of the auction;**
5. sign in and register for the auction with an ID-card, Mobile-ID, or Smart-ID in the state land auction environment at www.riigimaaoksjon.ee, pay the deposit;
6. in the case of an auction for the **sale** of land, ask the **local government** for **information** on the initiation and establishment of a **detailed plan**, as well as on the possibilities of granting **design criteria** and a **building permit**. The seller cannot guarantee the preservation of the intended purpose of the immovable property, the establishment of a detailed plan, or the granting of design criteria and a building permit;
7. in case of releasing for use of land, consult the draft commercial lease contract published on the Land Board's website and in the state land auction environment.

Participation on one's own behalf

If the participant participates on their own behalf, their first name, last name, and personal identification code is pre-filled.

The participant's contact information (phone number, e-mail address) must be entered on the registration form. Information on the auction and documentation related to the auction will be sent to that e-mail address. If the participant wishes for the organiser of the auction to submit the documentation related to the auction by regular mail after the closing of the auction, the postal address must also be entered.

Participation on the basis of an authorisation

At the auction, both legal persons and natural persons may submit a bid **through a representative who has been granted the right of representation in a format which can be reproduced in writing.**

When the representative signs up for the auction, their data in the representative's data block is pre-filled.

When signing up for the auction, the representative undertakes to:

1. Enter the **representative's contact details** (phone number, e-mail address) on the registration form. Information on the auction and documentation related to the auction will be sent to that e-mail address. If the participant wishes for the organiser of the auction to submit the documentation related to the auction by regular mail after the closing of the auction, the postal address must also be entered.
2. Enter the required information of the **person they are representing** on the registration form.
3. **Confirm** the correctness of the information provided and the existence of the power of attorney.
4. **Submit the power of attorney** to the organiser of the auction (the Land Board) by e-mail (at maaamet@maaamet.ee) or by post (at the Land Board, Akadeemia 4, 51003, Tartu) **before the end of the auction.** The organiser of the auction has the right to demand that the power of attorney be submitted after the auction, if necessary.

The power of attorney need not be submitted if the **right of representation** of the bidder on behalf of the company **is reflected in the electronic commercial register (e-Business Register).** In order to ensure that the right of representation can be verified, the legal person participating in the auction must ensure that the right of representation of its representative or the person who issued the power of attorney to the representative is reflected in the e-Business Register.

If the **person** who made bids at the auction on behalf of another person **did not have the right of representation at the time of making the bid**, they will **not be considered a participant** in the auction. If the participation of this person significantly influenced the result of the auction, **the auction will be considered unsuccessful and the results of the auction will not be confirmed.**

Making a joint bid

Several persons may jointly participate in the auction by acquiring the property in common ownership or using the property jointly. If several persons jointly make a bid at an auction, these persons may only exercise the right to acquire or use the assets jointly.

In the case of a joint bid, the person representing the joint bidders who signs in to the auction environment must be given **right of representation in a format which can be reproduced in writing.** When making a joint bid, the representative has the obligations set out in the section [Participation on the basis of an authorisation](#). The same conditions apply to the submission of a power of attorney.

DEPOSIT AND PARTICIPATION FEE

Participation in an electronic auction is subject to the **payment of a deposit before the bid is made and, where applicable, of the participation fee**, the amount of which is indicated in the auction notice. A participant who has logged in to the auction environment and registered for the auction can make a bid on the desired object only after their deposit and participation fee (if any) have been credited to the account of the Ministry of Finance or after the respective payment has been successfully made using the bank links in the auction environment.

Payment of the deposit

1. The auction environment prepares a payment notice to the participant with information on the payment of the participation fee and deposit.
2. **The participant pays the amount of the deposit** to the bank account of the Ministry of Finance indicated in the payment notice **by selecting a suitable bank for the payer. The method of the cash transfer is chosen by the payer (using the bank link in the state land auction environment, via the Internet bank, or at a bank branch). When making the transfer**, the payment order must list all the details exactly as stated in the payment notice. If any **incorrect data** is stated in the payment, **participation in the auction will not be possible. In order to ensure sufficient time for the payment information to arrive in the state land auction environment**, we recommend paying the payment at least 2 hours before the closing time of the auction.
3. When paying the deposit in cash to the bank, the IBAN of the current account and the name of the account holder must be entered in the appropriate boxes in the auction environment. When making a transfer from a foreign bank, the IBAN of the bank account, the name of the account holder, and the SWIFT/BIC of the bank must be indicated. The information is needed to enable the organiser of the auction to refund the deposit if the person does not win the auction.

Participation fee

At a public auction, the decider of the transfer and release for use of public property may set a **participation fee** for the auction of up to two per cent of the initial bid price. **If applicable**, the participation fee must be paid before making a bid to the same account with the same reference number as the deposit. The participation fee will not be refunded to the participants.

BIDS

Making bids

Bids can **only** be made **in the auction environment after registering for the auction and after the deposit** (and entry fee, if applicable) **has been received** in the account indicated in the notice or after making a successful payment via a bank link. If the participant does not pay the specified deposit (and the entry fee, if applicable), or if the bank transfer does not correctly provide all the

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information specified in the payment notice, they will not be allowed access to the auction. Participants will be given a unique nickname in the auction system under which they will appear until the end of the auction.

Until the due date, the participant in the auction may make an unlimited number of bids.

Participants in the auction enter their bids electronically. The bids must be made in euros as a whole number (without cents). The user fee bid is made as a one-year fee for the use of the whole area. The bids must be within the range indicated in the state land auction environment. The bids cannot be lower than the starting price.

The number of participants, nicknames, and bids made by the participants will be visible in real time through the state land auction environment to all participants who have duly paid the deposit (and participant fee, if applicable).

If there are technical obstacles to participating in the auction and making bids, the bidder must immediately inform the contact persons published in the auction notice thereof.

By approving the bid, the bidder undertakes to pay the bid price for the acquisition or release for use of the auction object and to enter into a contract of sale or for use under the terms and within the time limit specified in the auction notice.

The auction participants are bound by their bid from the time they make their bid until the auction results are confirmed. The person or persons in whose favour the results of the auction are confirmed are bound by their bid until the contract is concluded.

End of auction

The auctions in the state land auction environment are extended closure auctions. The closing interval is 15 minutes. The auction ends on the due date and time set by the organiser of the auction in the auction terms and conditions if no bid has been made within the closing interval period before the time indicated in the notice.

If a new bid is made in the closing interval period before the due date, the moment of making this bid will be deemed to be the new beginning of the closing interval period and the auction will be extended. The auction will be extended until a new bid is made within the closing interval period. The auction ends when no bids have been made within the closing interval period.

RESULTS OF THE AUCTION

The results of a public electronic auction are automatically determined in the state land auction environment.

A bidder who has placed a responsive bid by the set deadline is regarded as the auction participant.

Disclosure of results

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The results of the public electronic auction are **recorded in the minutes of the auction**. The winner of the electronic auction is the highest bidder.

The minutes will be made available to all participants in the state land auction environment at www.riigimaaoksjon.ee **as soon as the winner of the auction has been determined**. Only participants who have made a bid can see the minutes.

If the organiser of the auction has been informed during the auction that there have been technical obstacles to bidding, the auction committee will review the claims received and check the auction environment logs and other relevant circumstances. The committee will also verify the right of representation of the participants making bids on behalf of another person.

If the committee has modified the minutes, the committee's minutes will be sent to the participants to the contact address indicated when registering for the auction.

Where justified, the committee will amend the auction results in the state land auction environment and/or consider the auction to have failed and propose to the administrator of state assets to refuse to approve the auction results if it finds that:

- 1) the technical impediment to the auction has caused a breach of the statutory procedure to the extent that it affected the outcome of the auction;
- 2) at least one bidder who participated in the electronic auction was not entitled to participate in the auction and the participation of that person or persons significantly influenced the result of the auction;
- 3) no bids were made for the auction;
- 4) none of the bids made are eligible.

RIGHT TO PURCHASE AND PREFERENTIAL RIGHTS

The right to purchase the immovable property being sold or to enter into a contract for use will be acquired by the person in whose favour the results of the auction are confirmed by a directive of the minister of the environment. If the preferential right provided for in subsections 66 (6) and (7) and subsection 105 (2) of the State Assets Act to acquire the immovable property at the auction price are applied in the auction, the rights and obligations of the winner of the auction will be transferred to the entitled person referred to in the above provisions and the results of the auction will be confirmed in favour of the entitled person.

Preferential right does not apply if the bid was submitted jointly by several persons, but not all bidders have a statutory preferential right.

Preferential right of the owner of an immovable property adjacent to the forest to sell the land

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Pursuant to subsection 66 (6) of the State Assets Act, in a transfer, at an auction, of an immovable property which is zoned for agricultural and forestry use and contains a parcel of forest land whose area amounts to at least 0.5 ha, the owner of an adjacent immovable property, which is zoned for agricultural and forestry use and contains a parcel of forest land whose area amounts to at least 0.5 ha, who participated in the auction but was not awarded the contract, is entitled to acquire the immovable property which is the subject of the transfer at the price which was established in the auction, provided that owner, within five business days following communication of the results of the auction, submits a written notice of using that entitlement. If the immovable property of the entitled person consists of several cadastral units, a cadastral unit which contains a parcel of forest land whose area amounts to at least 0.5 ha must be immediately adjacent to the immovable property which is the subject of the transfer. If there are several entitled persons, preference is given to the owner who made the highest bid.

Thus, the **owner of an immovable property adjacent** to the immovable property being sold **has the preferential right** to acquire the immovable property for transfer at the auction price if the following conditions are simultaneously fulfilled:

- both the immovable property for sale and the adjacent immovable property is **profit-yielding land**;
- both the immovable property for sale and the adjacent immovable property contain **a parcel of forest land whose area amounts to at least 0.5 ha**. If the immovable property adjacent to the immovable property being sold consists of several cadastral units, a cadastral unit which contains a parcel of forest land whose area amounts to at least 0.5 ha must be immediately adjacent to the immovable property which is the subject of the transfer;
- **the owner of the adjacent immovable property** participated in the auction but did not win;
- **within five business days** of the announcement of the results of the auction, the owner of the adjacent immovable property submits a **written request** to the **organiser of the sale** (the Land Board) that they wish to exercise this right.

In the event of a dispute or other need, the existence of a parcel of forest land whose area amounts to at least 0.5 ha on the immovable property being auctioned or adjacent to it is determined as at the time of the auction.

Preferential right of a user with an agricultural use agreement in selling and releasing for use of land

Subsection 66 (7) of the State Assets Act stipulates that when an immovable property which is zoned for agricultural and forestry use and is used for agricultural purposes is being transferred or released for use, the person who was the last, before the auction, to use, on the basis of an agricultural use agreement, the land to be transferred or released for use and who participated in the auction but was not awarded the contract is entitled to acquire the property or receive it for use at the price which was established in the auction, provided that person, within five business days following communication of the results of the auction, submits a written notice of using that entitlement. If there are several entitled persons under this subsection, preference is given to the person who used the largest part of the immovable property that is being transferred or released for

use. A person whose use agreement was terminated due to its breach by the user forfeits the entitlement granted under this subsection.

If a person specified in subsection 66 (6) of the State Assets Act (owner of an immovable property with an adjacent forest) and a person specified in subsection 66 (7) of the State Assets Act (user with an agricultural use agreement) wish to exercise their preferential right simultaneously, preference is given to the latter.

A person has the preferential right to acquire or conclude a contract for use at the auction price of the immovable property which is zoned as profit-yielding land and **used for agricultural purposes** who:

- **was the last person who used** the land to be transferred or released for use before the auction **under an agricultural use agreement**;
- **participated in the auction** but did not win;
- **within five business days** of the announcement of the results of the auction, submits a **written request** to the **organiser of the sale** (the Land Board) that they wish to exercise the preferential right.

A person does not have preferential right:

- if their use agreement was terminated due to its breach by the user;
- if they have entered into a contract for use with the state and sublet the immovable property until the end of the contract.

Preferential right of a temporary user in selling and releasing for use of land

Pursuant to subsection 105 (2) of the State Assets Act, in transferring or releasing for use an immovable property which is designated as profit-yielding land and contains a crop area or a parcel of natural grassland and which was not released for use under the State Assets Act, the person entitled under subsection 66 (7) of the State Assets Act is the person who, before the immovable property was registered in the State Real Property Register, was the last to use, under an agreement on the temporary use of land, more than one-half of the immovable property to be transferred or the land area to be released for use.

Thus, if the state sells or releases for use an **immovable property that meets the following conditions**:

- it is a **profit-yielding land**;
- it contains a **crop area or a parcel of natural grassland**,
- it **has not been previously released for use** under the State Assets Act,

then, pursuant to subsection 105 (2) of the State Assets Act, a person has the **preferential right** to acquire or conclude a contract for use at the auction price of the immovable property if they:

- before the immovable property was registered in the State Real Property Register, were the **last to use**, under an agreement on the temporary use of land, **more than one-half of the immovable property to be transferred** or the land area to be released for use,
- **participate in the auction** but do not win;
- **within five business days** of the announcement of the results of the auction, submit a **written request** to the **organiser of the sale** (the Land Board) that they wish to exercise the preferential right,
- attach to the application a copy of the land use agreement and, if available, a site plan of the area.

Preferential right for several different entitled persons

- If several persons have the right to exercise preferential rights under subsection 66 (6) of the State Assets Act, **preference is given to the owner of the immovable property who made the highest bid for the sale of the land.**
- If both the entitled person specified in subsection 66 (6) of the State Assets Act and the entitled person specified in subsection 66 (7) or subsection 105 (2) of the State Assets Act have the preferential right to acquire the immovable property zoned for profit-yielding land, **preference is given to the person who used the transferable immovable property under an agricultural use agreement.**
- If several persons have the right to exercise preferential rights under subsection 66 (7) of the State Assets Act, **preference is given to the person who used the immovable property to a greater extent.**

APPROVAL OF THE AUCTION RESULTS

The minister of the environment decides whether or not to approve the auction results (including declaring them unsuccessful) within 20 business days after the announcement of the auction results.

When approving the results of the public auction, the decision must state the name of the auction winner and the bid amount. If the fixed deposit was at least five per cent of the initial bid price, the decision must also state the name of the second-best bidder and the bid amount.

The decision to approve the results will be sent to the persons whose rights it concerns, i.e. the winner of the auction, the second-best bidder, and the entitled persons in whose favour the results will be approved. The decision will be sent to the contact address (e-mail or regular mail) that the participant has marked as the address for sending documents in the auction environment. The conclusion of the decision is published on the website of the organiser of the auction (the Land Board) – available under [Avalikud enampakkumised \(Public auctions\)](#) by clicking on the subtitle [Vaata ka möödunud enampakkumisi \(See past auctions\)](#).

Disapproval of results

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The auction will be declared unsuccessful and the results will not be approved if:

- 1) no persons were registered as participants in the auction;
- 2) no bid or qualifying bid was made;
- 3) the participants of the auction violated the rules of procedure of the auction;
- 4) there was an agreement or concerted practice between the participants at the auction which had or could have a significant effect on the outcome of the auction;
- 5) at an auction where the initial price was not fixed, the winning bid is economically unacceptable to the state.

In addition, the auction results will not be approved if:

- 1) upon conducting the auction, the organiser or conductor of the auction violated the rules of procedure for auctioning;
- 2) the procedure provided for in legislation is violated in the extent to which the result of the auction was affected;
- 3) at least one bidder who participated in the electronic auction was not entitled to participate in the auction and the participation of that person or those persons significantly influenced the result of the auction.

If the auction results are not approved, the reason for this must be stated. If the results are not approved, the contract will not be awarded.

REFUNDING THE DEPOSIT

As a rule, the deposit will be refunded **to the same bank account from which the deposit was made**. By way of exception, the deposit will be refunded to the bank account indicated in the participant's application only if the deposit has been made as a cash deposit to the bank account or by transfer from a foreign bank.

Deposit of the person entitled to conclude the contract

The deposit paid by the person who acquired the right to purchase the immovable property at the auction or to conclude the contract of use will not be refunded. Instead, it will be considered a partial payment of the purchase price or user fee.

If the person in whose favour the results were initially approved does not enter into the contract and the deposit has been refunded to other persons entitled to acquire the immovable property or conclude a contract of use (for example, the winner, the adjacent neighbour, legal user of the land, or the second highest bidder), the person entitled to the acquisition must pay the deposit again in accordance with the procedure laid down by the organiser before deciding whether to approve the results in their favour.

Deposit of other participants

The organiser will refund the deposit to the auction participants in favour of whom the auction results are not approved **within ten business days** after the announcement of the auction results. If,

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by that time, it is not clear in whose favour the auction results will be approved, the deposit will be returned within five business days of the approval or disapproval of the auction results.

If the auction results are not approved or are invalidated **due to reasons dependent on the organiser**, the deposit of the person who has acquired the right to purchase the immovable property or conclude a contract of use for the immovable property will be refunded in full within five business days after the auction results are disapproved or invalidated.

Deposit in the case of failure to submit a bid

A person who **paid the deposit for the auction but did not make a bid** must **submit a statement to the organiser of the auction** in order for the deposit to be refunded, stating:

- the name of the person who paid the deposit,
- the amount paid,
- the date of payment,
- the reference number indicated when the payment was made,
- if the deposit was paid in cash, the account number to which the deposit will be refunded.

The organiser of the auction will refund the amount paid within five business days of receipt of the relevant information.

Deposits not refunded

The deposit **will not be refunded** to the person who caused the auction to fail or the results to be disapproved.

The deposit will also not be refunded to the person due to whom the auction results are invalidated, for example if the person evades the contract and consequently, the immovable property is not sold or released for use.

CONCLUSION OF THE CONTRACT

Right to conclude the contract

The right to conclude the contract is awarded to the person (hereinafter 'buyer'/'lessee') in whose favour the results of the auction are approved by a directive of the minister of the environment. The results are approved:

- in favour of the winner of the auction, i.e. the highest bidder if the preferential right under subsection 66 (6) or (7) or section 105 of the State Assets Act does not apply;
- in favour of the entitled person, provided that the conditions for the exercise of the preferential right laid down in the State Assets Act are fulfilled.

Upon the sale of an immovable property, the buyer may acquire state property unless the law provides for restrictions on the acquisition of the property. When purchasing an immovable property which contains agricultural and forest land, the buyer will, in cases provided for in subsection 4 (6) and section 5 of the Restrictions on Acquisition of Immovables Act, submit to the notary the permission of the local government council of the location of the respective immovable property to be acquired before the conclusion of a contract of sale. See also Restrictions on the purchase of immovable properties.

There are no restrictions on the release for use of an immovable property.

Time limit for the conclusion of the contract

The contract must be concluded within the **time limit specified in the decision approving the results** of the auction. Pursuant to subsection 71 (1) of the State Assets Act, the time limit for the conclusion of the contract may be set at up to two months from the approval of the results. The specific deadline for the conclusion of the contract will be published separately in each notice of auction.

If the buyer wishes to extend the time limit for the conclusion of the contract, **they must submit a written reasoned request to the organiser**. Extension of the time limit is permissible only if justified by obstacles in the conclusion of the contract beyond the parties' control.

Obligations of the buyer or lessee

Before concluding the contract, the buyer/lessee must:

- 1) make sure the immovable property meets their expectations,
- 2) immediately before the conclusion of the contract, carefully examine the state of the immovable property in the field,
- 3) examine the information provided in the auction notice published on the state land auction environment and on the website of the Land Board, including the information and documents reflected on the restriction map,
- 4) when renting the property, see the draft lease agreement published in the auction notice.

TERMS AND CONDITIONS OF THE CONTRACT OF SALE

- The contract of sale (both a contract under the law of obligations and a contract under the law of property) must be concluded notarially.
- Before concluding the contract of sale, you must submit a request to the seller or a notary to familiarise yourself with the draft contract of sale.
- If the buyer is a company which must obtain the relevant consent for the transaction under the Commercial Code, the buyer must submit the consent of the council to the notary.
- If the permission of the local government council of the location of the immovable property to be acquired is required for concluding the contract in cases provided for in subsection 4 (6) and section 5 of the Restrictions on Acquisition of Immovables Act, the buyer shall submit it to the notary.

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The responsible person: Kristiina Mesipuu.
5 February 2020

The contract of sale sets out, *inter alia*, the following conditions:

- 1) a statement by the buyer that they are purchasing the sale item in the state in which it is at the time of conclusion of the contract of sale;
- 2) a statement by the buyer that they have carefully examined the immovable property and the information published in the notice and are aware of the condition, characteristics, and intended purpose of the immovable property as well as the applicable statutory restrictions and their contents, and have no claims against the seller;
- 3) the seller will not be liable for the non-conformity of the immovable property if, at the time of concluding the contract, the buyer knew or should have known of the non-conformity of the immovable property;
- 4) a statement by the seller that the details of the objects causing the restrictions and other information known to the seller at the time of the conclusion of the contract are contained in the restriction card;
- 5) the seller is not liable for any heritage conservation, nature conservation, or other statutory restrictions or other hidden imperfections applicable to the immovable property which are not included on the restriction map and are not known to the seller at the time of concluding the contract;
- 6) in the event of the appearance of utility networks or other objects not covered by the restriction map and the auction notice after the conclusion of the contract of sale, the seller will not be liable for any costs related to their removal and/or liquidation or any other damages;
- 7) the seller cannot guarantee the preservation of the intended purpose of the immovable property, the establishment of a detailed plan, or the granting of design criteria and a building permit. The local government will decide on the initiation and establishment of the detailed plan and the granting of design criteria and building permits;
- 8) if defects are discovered, the buyer must notify the seller of such defects within three months of the conclusion of the contract of sale;
- 9) the buyer's claims for defects in the immovable property expire within three months of the conclusion of the contract of sale;
- 10) the moment of transfer of possession of the subject of the contract will be deemed to be the moment of proving the contract;
- 11) the risk of accidental destruction of or damage to the immovable property is transferred to the buyer upon the transfer of possession;
- 12) the land tax liability arises to the buyer in accordance with the Land Tax Act as of 1 January of the year following the conclusion of the contract;
- 13) a statement by the buyer that they have not been declared bankrupt or been the subject of bankruptcy proceedings;
- 14) before the conclusion of the contract, the seller will hand over to the buyer the documents in their possession concerning the immovable property (e.g. copy of the cadastral plan, copy of the border protocol (if any), printout of the restriction map application);
- 15) the notary fee and the state fee related to the conclusion of the contract will be paid by the buyer.

Purchase amount and contract conclusion costs

The buyer is obliged to pay the **purchase amount in excess of the deposit** to the bank account of the Ministry of Finance **before concluding the contract of sale** or to provide security for the

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performance of the contract (notary deposit). The organiser of the sale sends an invoice to the buyer. When making the payment, you must provide the exact details on the invoice, including the reference number and the explanation of the payment.

The buyer must pay the notary fee and the state fee in accordance with the notary's instructions.

TERMS AND CONDITIONS OF THE COMMERCIAL LEASE CONTRACT

The commercial lease contract must be signed in writing digitally or by hand. The terms of the commercial lease contract are set out in the draft commercial lease contract, which has been published in the state land auction environment and on the website of the Land Board with the auction notice. The commercial lease contract enters into force upon signature and is valid for a specified term. The contract expires on the date stated in the auction notice and the commercial lease contract.

INVALIDATION OF RESULTS

If the winner of the auction does not conclude the contract within the time limit or does not provide security for the performance of the contract, the organiser of the auction may, in duly justified cases, make a proposal for the conclusion of the contract to the second highest bidder or entitled person (if any). In such a case, the auction results approval directive will be amended accordingly and a time limit for the conclusion of the contract will be set, which must not exceed one month from the date of such decision.

If the immovable property is not sold within the term specified by the seller due to reasons arising from the person with preferential right, the **auction winner's right to acquire the immovable property will be restored**. The winner of the auction will be notified in writing at the contact address indicated during the auction registration process. If the winner declares in writing that they still wish to purchase the immovable property and pay the deposit again in accordance with the procedure laid down by the organiser, the decision approving the results of the auction will be amended accordingly and a new time limit for the conclusion of the contract will be fixed, which must not exceed one month from the date fixed.

CONTESTING THE AUCTION PROCEDURE

A person who has participated in a tendering procedure and who finds that their rights or restricted freedoms have been violated in the tendering procedure has the right to file a challenge pursuant to the procedure and within the term provided by the Administrative Procedure Act.

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Decisions made by a directive of the minister of the environment may be challenged pursuant to the procedure and within the term provided for in the Code of Administrative Court Procedure by filing an appeal with the Tallinn Administrative Court.