

## **Abstract**

The topic of this thesis is a comparison of current legal regulation of property sale and its future modification, according to the wording of the new Civil Code. In the individual chapters are respectively described the most crucial aspects of this area in a perspective of current Civil code and the wording of the proposal, including evaluation of potential impacts of the changes to law practice.

At the beginning of this work are definitions of main terms of property law, especially definition of the property itself, as it is being subject to quite essential changes in the new Civil Code. Single chapter deals with the rule „superficies solo cedit,“ which is intended to be renewed. Apart from the short summary of origin and development of this principle, this passage focuses primarily on the reasons, which led our legislatives to abandon this rule in 1950's and subsequently identifies reasons for its present reinstallation.

There is description of the process of property sale in the following chapters. It consists of two separate parts, a property law and obligation law aspects. The key issue of the property law part is the role of the Land registry. The ownership of the transferee must be registered there in order to successfully complete the transfer. The new regulation brings several changes in this area as well, regarding especially the protection of good faith, or trustfulness of the register. In a case of obligation law, the work is focussed on differences of both modifications, whether it is a difference based on general changes of obligation law or modifications of sales contract, on its terms or other aspects.

In connection with the transition to the new Code regime, this work also deals with the situation where, due to the current arrangements, there is a different owner of the land and the owner of building standing on it. Under the new regulation it will be no longer possible for such situations to be formed and given the legislature's intention, they will be considered undesirable. According to the new law code, both owners have the mutual right of first refusal on the other one's property and this right lasts until there is identical owner of the land with the owner of the building standing on it.