

(Unofficial English Translation)

**LAND LAW
GENERAL DISPOSITIONS**

ARTICLE 1:

This law has ~~the purpose to determine the objective of determining the regime of legal system for~~ immovable property ~~rights ownership~~ in the Kingdom of Cambodia in order to secure (or) ~~for the purpose of (guarantee) guaranteeing the rights of ownership rights~~ and other rights related to immovable property, according to the provisions of the 1993 Constitution of the Kingdom of Cambodia.

ARTICLE 2:

~~The~~ Immovable property ~~within the meaning in of this law statute are mean~~ immovable property by nature, by fixtures (immovable property by use (purpose?)) and ~~immovable property~~ by law:

- Immovable properties by nature means all natural grounds such as forests, clearings, land which is cultivated, fallow or uncultivated, land submerged by stagnant or running waters and constructions or fixtures firmly affixed to a specific place created by man and not likely to be moved;
- immovable property by fixtures (-use (purpose?)) means things fixed to the ground or incorporated into the constructions and which cannot be separated there from without damaging them or altering them, such as trees, decorative attachments, and similar.
- Immovable property by law means all rights in rem over immovable property and movable property that is defined by law as immovable property.

ARTICLE ~~3-3~~ :

~~Every individual All legal persons~~ shall respect the property of the State and private ownership ~~right~~ in accordance with the law on immovable property.

The cadastral administration of immovable property belonging to the State and the competence to issue ~~the titles of related to~~ immovable property throughout the Kingdom of Cambodia are under the authority of the Ministry of Land Management, Urban Planning and Construction.

The regulations and procedures for the administration of State ~~immovable properties~~ will shall be determined by sub-decree.

TITLE 1

PRIVATE AND PUBLIC PROPERTY

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CHAPTER 1
PROPERTY PRINCIPLES

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ARTICLE 4

The right of ownership, recognized by Article 44 of the 1993 Constitution, applies to all immovable properties within the national territory in accordance with the conditions laid down by this law.

ARTICLE 5:

No person or entity may be deprived of his ownership, unless it is in the public interest and in accordance with the forms and procedures provided by law and procedures and only after the payment of just and equitable compensation.

ARTICLE 6

Only legal possession can lead to ownership.

The State may also allocate to Khmer natural - persons or legal entities ownership over immovable property belonging to the State within the strict limits laid down by this law.

All transfers or changes of the rights of ownership shall be carried out in accordance with the required legal formalities for sales, succession, exchange, gift or by court decision.

ARTICLE 7

Any legal ownership of immovable property prior to 1979 is not recognized.

ARTICLE 8

Only Cambodian natural persons or legal entities have the right to ownership of land in the Kingdom of Cambodia.

Thus, the following persons or entities may be owners of land in Cambodia: Cambodian citizens, territorial public collectivities, public institutions, Cambodian communities or associations, public undertakings, Cambodian civil or commercial enterprises and any Cambodian organization which is recognized by statute as a legal entity.

A foreigner who made a fraudulent national identity to become an owner of land in Cambodia shall, be punished as determined under Article 251 of this law. Any property bought under these circumstances will be seized as State property without compensation from the State.

ARTICLE 9

An enterprise registered in Cambodia, in respect of which 51% or more of the shares are held by natural persons of Cambodian nationality or by Cambodian legal entities recognized pursuant to the laws of Cambodia, may be the owner of land. Only percentages stipulated in the Articles of

Association are taken into account. Any conflicting private agreement signed by individual shareholders shall be null and void.

If percentages stipulated in the Articles of Association are amended in a way it ceases to be Cambodian, the enterprise has the obligation to renew with a legal situation within 6 months from the time such change occurred. After such 6-month period, the laws in force shall be implemented.

ARTICLE 10

Property belonging to one person, natural or legal is sole ownership.

Property belonging to a group of persons exercising their prerogatives through a legal way regulated for such purpose is collective property ownership.

Property belonging to several identifiable individuals collectively exercising their rights over the entire property is undivided joint-ownership.

Property belonging to several persons exercising exclusive rights over certain parts of the property and who must comply with statutory or contractual rules and regulations with respect to other, common areas=is co-ownership.

These types of property ownership shall be determined by specific provisions.

ARTICLE 11

The legal regime for ownership of immovable property varies in accordance with the requirements of the Cambodian society, depending on whether agricultural land, forests, waterways, reservoirs or expanses of water, seashores, riverbanks, urban property, land for construction or zones of industrial development are concerned.

Special laws add to or will add to the provisions of this law or shall provide exceptions to this law taking into account socio-economic needs, land management and urban planning. ,

Regulations by Kret or Anoukret may, in compliance with legislative provisions, stipulate the details of these various property regimes.

Chapter 02

Public Property

ARTICLE 12

The State is the owner of the property in the national territory of the Kingdom of Cambodia enumerated in Article 58 of the 1993 Constitution and of all properties which are escheat, which are voluntarily given to the State by their owners, which have not been the subject of due and proper private appropriation or which are not in the process of being privately appropriated through possession pursuant to the provisions of Chapter 04 of this law.

ARTICLE 13

Besides the State, territorial public collectivities, public institutions and any legal persons or legal entities recognized as such by the law may be owners of immovable property, within the conditions laid down by this chapter. _

ARTICLE 14

Some of this property belonging to the State or to territorial public collectivities, which is subject to a special regime, is public property belonging to public legal entities.

Other property is managed as private property and may be the subject of transaction is private property belonging public legal entities.

ARTICLE 15

The following property falls within the public domain of the State and public legal entities:

- Any property that has a natural origin, such- as forests, courses of navigable or floatable water, natural lakes, banks of navigable and floatable rivers and seashores;
- Any property which is specially developed for general use, such as quays, harbors, railways, stations and airports;
- Any property which is made available, either in its natural state or after development, for public use, such as roads, tracks, traffic roads, pathways, gardens and public parks, and reserved properties;
- Any property which is allocated to render a public service, such as public schools or educational institutions, administrative buildings and all public hospitals;
- Any property which is a natural resource protected by the law;
- Archeological, cultural and historical patrimony;
- Immovable goods being royal properties that are not the private properties of the royal family. The reigning King manages royal immovable properties.

ARTICLE 16

State public Property is i-nal-ie-na-ble and not subject to prescription.

State public properties cannot be acquired by the special acquisition provisions of Chapter 04 of this law.

State public property may, however, be the subject of authorizations to occupy or use that are temporary, short-term and revocable in the case the various fee/tax obligations are not complied with except as permitted in Chapter 03 of this law. Such authorizations cannot be transformed into ownership or rights in rem for the benefit of the holder.

When State public properties lose their public interest use, they can be listed as private properties of the State by reallocation.

ARTICLE 17

The property belonging to the private domain of the State and of public legal entities may be the subject of sale, exchange, sharing or transfer of rights as it is determined by the laws.

Such property may be leased out and it may be the subject of any contract properly entered into. The conditions and procedures related to the sale and the management of the private domain of the State and public legal entities shall be determined by a sub-decree. No sale shall be made in the absence of the said sub-decree. Lands within the State private domain may be the subject of a concession pursuant to the conditions set forth in Chapter 05 of this law.

Beginning from the date this law becomes effective, no more willful acquisition can take place within the private domain of the State and public legal entities, even if it complies with Chapter 04 of this law.

However, vacant lands of the State private domain may be divided in order to be given to persons demonstrating need for land for social purposes in accordance with conditions set forth by sub-decree.

ARTICLE 18

The following are null and void and cannot be validated in any form whatsoever:

- any acquisition of public properties of the State and public legal entities and all transformations of possession on private properties of the State into ownership rights which were not made pursuant to the legal formalities and procedures already determined by law at the time it occurred, irrespective of the date that such acquisition, possession or transformation was taken;
- any transformation of a land concession, into a right of ownership, regardless of whether the transformation existed before this law came into effect, except concessions which are in response to social purposes;
- any land concession which fails to comply with the provisions of Chapter 05 of this law;
- any acquisition of properties in the private domain of the State, through any means, which occurs after this law comes into effect.

ARTICLE 19

Persons whose title or factual circumstances fall within the scope of Article 18 of this law shall not have the right to claim compensation or reimbursement for expenses paid for the maintenance or management of immovable property that was illegally acquired.

Further, any fraud or intentional illegal acquisition of public properties of the State or of public legal entities shall be penalized pursuant to Article 258 of this law.

The penalties shall be doubled where any acquisition of land from the public properties causes damage or delay to works undertaken in the general interest, in particular any acquisition of land on the sides of roadways.

In all cases, if an offender does not vacate his illegal acquisition within the time limit set by the competent authority, the authority shall begin proceedings to evict the offender from the land.

Article 24-

An individual who meets the ethnic, cultural and social criteria of an indigenous community, is recognized as a group member by the majority of such group, and who accepts the unity and subordination leading to acceptance into the community shall be considered to be a member of the indigenous community and is eligible to have the benefit of the guarantees, rights (rights guarantees?) and protections provided by this law.

ARTICLE 15

The lands of indigenous communities are those lands where the said communities have established their residence and where they carry out traditional agriculture.

The lands of indigenous communities include not only lands actually cultivated but also includes reserved necessary for the shifting of cultivation which is required by the agricultural methods they currently practice and which are recognized by the administrative authorities.

The measures and boundaries of those immovable properties of indigenous communities shall be determined from the factual situation as asserted by the communities, in agreement with their neighbors, and as prescribed by procedures in Title VI of this law and relevant sub-decrees.

ARTICLE 26

Ownership of the immovable properties described in Article 25 is granted by the State to the indigenous communities as communal ownership rights. This communal ownership includes all of the rights and protections of ownership as are enjoyed by private owners under this law, but the community does not have the right to dispose of any communally owned property that is State public property to any person or group.

The exercise of all ownership rights related to immovable properties of a community and the specific conditions of the land use shall be subject to the responsibility of the traditional authorities and mechanisms for decision-making of the community, according to their customs, and shall be subject to the laws of general enforcement related to immovable properties, such as the law on environmental protection.

The provisions of this article are not an obstacle to the undertaking of works done by the State that are required by the national interests or a national emergency.

ARTICLE 27

For the purposes of facilitating the cultural, economic and social development of members of indigenous communities and in order to allow such members to freely leave the group or to be relieved from its constraints, the right of individual ownership of an adequate share of land used by the community may be transferred to them.

Immovable property that is the subject of such private individual ownership cannot be any immovable property that comes under the general definition of public properties of the State.

ARTICLE 28

No authority external to the community may acquire any rights related to any immovable properties belonging to an indigenous community.

TITLE 11

ACQUISITION OF OWNERSHIP

Chapter 04

Reconstitution of rights over immovable property ownership by way of extraordinary acquisitive possession.

ARTICLE 29

In the scope of re-establishing ownership over immovable property in Cambodia after the period of crisis from 1975 to 1979, and with no subordination to the general rules of prescription related to ownership of immovable property, on an exceptional basis, possession of immovable property which was recognized since 1989 may constitute a right in rem over immovable property and may lead to the acquisition of ownership by the holder of the property, in accordance with the conditions set by this law

Any new extraordinary acquisition by possession shall cease to be possible when this law comes into effect.

ARTICLE 30

Any person who, for no less than five years prior to the proclamation date of this statute enjoyed quiet, uncontested possession of immovable property which can lawfully be privately possessed, is entitled to ask for a definitive title to ownership.

In case such granting of a definitive title to ownership is subject to an opposition, the claimant has to prove the same quiet, uncontested possession for no less than five years over the contested immovable property or to prove that he purchased the said immovable property from the original possessor or his legal beneficiary or from the person to whom the immovable property was transferred (transferees?) or from their successors.

ARTICLE 31

Any person who will have begun to enjoy possession before this law comes into force, may be authorized by the competent authority, if such person fulfils all requirements of ownership to the property, to extend his possession until he attains the prescribed period of five years, after which he will obtain a definitive title of ownership.

The authorization to extend for the sufficient period of time cannot be denied by the competent authority if possession is peaceful and uncontested. A competent authority that wrongfully refuses such extension authorization is personally liable.

The wrongful recognition by competent authority of a possession which is not in accordance with the legal requirements is considered null and-void. The authority that has proceed to such wrongful recognition shall be personally liable.

ARTICLE 32

Holders cannot acquire valid ownership of immovable property through possession in accordance with this law when they do not meet the statutory requirements because of their status of specu lative/fraud u lent (?) possessor or because of their conduct, such as clandestine or secret possession or possession by force.

Such immovable property will revert to the State and nobody may any longer enter in its possession for acquisition of ownership under this chapter.

ARTICLE 33

If the immovable property is taken violently or by abuse of power of the authorities, the property can revert to the State and it cannot be the subject of any new possession if there is no claim from the lawful possessor of the dispossessed immovable property. Such claim is barred at the end of 3 years from the date of proclamation of reversion by the State.

ARTICLE 34

After the present has come into force, any new occupant without title-,of an immovable property belonging to public bodies or private persons shall be considered as an illegal occupant and shall be subject to the penalties provided in Article 258 of this law.

ARTICLE 35

Only the competent authorities may, on behalf of the State and public legal entities, force occupants without title or inadequate titles to vacate the immovable property.

Individuals or authorities not acting on behalf of the State or public legal entities are not competent to remove forcibly a peaceful occupant holding valid title. Removal can only be ordered by a court assigned to rule on the title of the person who claims the property.

Courts must verify the form, origin, date and conditions of the title presented. They may not, however, refuse to order the removal of an occupant in favour of a person who produces a valid and complete caclastral title.

ARTICLE 36

If the expulsion ordered by a court is likely to give rise to riots or to have serious social repercussions, the competent authorities may temporarily suspend the execution of such order.

ARTICLE 37

The acquisition of ownership of an immovable property through possession may only occur for the benefit of persons who have occupied the immovable property in compliance with the requirements of this law.

Such acquisition cannot be made for the benefit of a fraudulent possessor.

ARTICLE 38

Possession can only be transformed into ownership if it is unambiguous, non-violent, public, continuous and with good faith.

The possession must be unambiguous means that, whether it is exercised by himself or by somebody else on his behalf, the possessor has to possess in his capacity as exclusive possessor acting on purpose for himself but not on the basis of some other rights. If the real possessor remains hidden behind an ostensible possessor, he cannot claim a title of possession allowing acquisition of ownership. His possession is considered null and void.

The possession must be non-violent means that any possession originated through violence is not considered conform to the law. However, if violence is used against third parties that try to get the immovable property without right to do it, such violence does not interfere on the possession initially peacefully acquired.

The possession must be public means that the possessor has to possess without hiding himself to those who could want to contest his rights on the immovable property and are not able to see him or to determine who he was.

The possession must be continuous means that the possessor has to act in a normal expected regular way during the required time to claim for acquisition of ownership. The fact that occupation is interrupted for short periods of time or that the land is left uncultivated to improve crops does not constitute an interruption in possession presenting an obstacle to acquisition of ownership.

Possession must be established in good faith means that the possessor is not aware of any possible rights of third parties over the property he is possessing.

ARTICLE 39

Whilst waiting for the possession to be transformed into full ownership, possession in compliance with this law constitutes a right in rem over the immovable property. Such property may be the subject of transfers of rights and transactions.

ARTICLE 40

Whilst waiting for the re-establishment of the cadastral plan and land register, the competent authorities shall continue to issue titles of possession of the immovable property. Such title is evidence of possession but is not in itself a title of ownership and is not indisputable.

Said titles of possession shall only constitute definitive and irrefutable title of ownership of the property in the absence of any dispute as to the ownership of the property at the time creating the land register (it means: "at the time of systematic registration").

In case of a disputed claim, determining who is the lawful possessor of the immovable property shall be based on the additional investigation of all relevant evidence. A title of possession of an immovable property is one kind of evidence but is not in itself determinative.

ARTICLE 41

The issuance of any title of possession of any immovable property which cannot be privately appropriated or which is not held in accordance with the law is prohibited.

ARTICLE 42

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Notwithstanding the foregoing, any person who, due to ignorance or negligence, failed to register his possession is entitled to, protection under Article 29, Article 30, and Article 31 of this law.

ARTICLE 43

Property within the public domain of the State can in no case be the subject of acquisition of ownership.

The situation of a possessor of the public domain of the State remains precarious and illegal if such occupation does not arise from a contract or any authorization of the type expressly provided by law.

An illegal occupant shall be forced to vacate the premises immediately. Such occupant incurs sanctions in accordance with Article 258 of this law.

An illegal occupant is not entitled to any indemnity for any works and improvements carried out on the immovable property.

ARTICLE 44

Any title of possession of immovable property within the public domain of the State or public entities issued by the competent authorities to a private person is considered null and void.

Any official who issues such a title is liable under civil and criminal law. Any authority aware of such illegality and that fails to act appropriately is considered to be an accomplice and is liable to the same penalties as the person who commits the offence.

ARTICLE 45

If the competent authorities refuse to issue a title of possession of immovable property, the holder of the immovable property may file a complaint before the Ministry of Land Management, Urban Planning and Construction.

ARTICLE 46

The issuance by the competent authorities of titles of possession of immovable property, to any person, different from the real possessor, - who has illegitimately occupied the immovable property shall constitute an offence and they shall be subject to the penalties specified in Article 261 of this law.

ARTICLE 47

Any dispute between possessors making claims to an immovable property shall be submitted for investigation and resolution under the established procedures. The results of the investigation shall be submitted to the Cadastral Registry Commission constituted at the Ministry of Land Management, Urban Planning and Construction. This Commission shall make a determination on the disputes, subject to judicial appeal. The formation and functions of this Commission shall be determined by sub-decree.

Chapter 05 Land Concessions

ARTICLE 48

A land concession is a legal right established by a legal document issued under the discretion of an authority, given to any natural person or legal entity or group of persons to occupy a land and to exercise thereon the rights set forth by this law.

ARTICLE 49

Land concessions respond to a social or economic purpose: land concessions responding to a social purpose allow beneficiaries to develop land by setting up residential constructions or/and by cultivating lands belonging to the State for their subsistence, land concessions responding to an economic purpose allow the clearing of land for industrial agricultural exploitation of land in the territory of the Kingdom of Cambodia.

ARTICLE 50

There may be other kinds of concession such as authorizations for the use, development or exploitation of State land, whether or not related to rendering a public in particular pit or quarry concessions, mining concessions, port concessions, airport concessions, industrial development concessions, fishing licences. These concessions and licences do not fall within the scope of the dispositions of this law.

ARTICLE 51

A land concession may not be made without valuable consideration, at the exception of concession responding to a social purpose given to poor families to allow them to establish a residence for themselves and/or to develop subsistence agricultural cultivation.

ARTICLE 52

A land concession may only create rights for the term fixed by the contract that creates such concession in accordance with the dispositions of this law.

A land concession cannot establish ownership rights on the land that is provided for concession except for concessions that are responding to social purposes.

ARTICLE 53

A land concession can never result from a factual occupation of the land. The concession must be based on a valid legal document, issued prior to the occupation of the land by the competent authority, such as a State or territorial public collectivity or public institution that is the owner of

the land on which the concession is being granted. The concession must be registered with the Ministry of Land Management, Urban Planning and Construction.

ARTICLE 54

A land concession is conditional. It must comply with the dispositions of this law that are of public order.

The concession document may further contain other specific clauses that have the force of a contract.

ARTICLE 55

A land concession is revocable through an governmental decision when its legal requirements are not complied with.

A court may cancel the concession if the concessionaire does not comply with specific' clauses noted on in the contract.

The concessionaire is entitled to appeal these decisions in compliance with the procedures provided in the law.

ARTICLE 56

The rights of the concession holder to the land under concession are, during the period of the concession, the rights attributed to an owner, save for the right to alienate. The concession holder is entitled, in particular, to the protection of his rights by the competent authorities.

The concession holder may defend the land which he has been given in concession, against any violations or infringements whatsoever, irrespective of the form, perpetrator or origin of such violations or infringements.

The concession holder may take the fruits of the land, carry out any agricultural developments in accordance with the intended purpose of the concession. The concession holder may not alter the intended purpose of the land, damage its natural structure or exploit it in such a way that it is destroyed at the end of the concession.

ARTICLE 57

Land subject to concession cannot be transferred through alienation. A transfer of a land subject to concession can only result from the creation by the competent authorities of a new concession contract for the benefit of the new concession titleholder.

In the case of the death of the concession holder, his successors may continue, if they so wish, to exercise his rights during the remainder of the period of the concession.

ARTICLE 58

A land concession may only relate to lands that are part of the private domain of the State to be used for cultivation and/or settlement.

The land concession may not violate roadways or transportation ways or sidewalks or their borders and the ground necessary for their maintenance, nor to waterways, pools, ponds and water reserves to be used by the people in their daily lives.

ARTICLE 59

Land concessions may only be made in respect of surface areas that are no more than 10,000 hectares.

Existing concessions which exceed such limit shall be reduced. However, if such reduction would result in compromising the exploitation in progress, the concession holder may obtain a specific exemption. The procedures for reductions and specific exemptions shall be determined by sub-decree.

The issuance of land concession titles on several places relating to surface areas that are greater than those authorized by the first paragraph in favor of one specific person or several legal entities controlled by the same natural persons is prohibited.

ARTICLE 60

The procedure for granting land concessions for residence as well as land concessions for agricultural subsistence or for industrial agricultural exploitation shall be determined by subdecree.

ARTICLE 61

The maximum duration of a land concession is limited to ninety-nine years.

ARTICLE 62

Any land concession created for the purpose of industrial cultivation must be exploited within twelve months after issuance of the concession. If this is not comply with, it will be considered as cancelled.

Any interruption in exploitation greater than 6 months shall give rise to cancellation of the concession.

All land concessions granted before this law has come into force which will have not been exploited 6 months after this law has come into force will be cancelled.

Any failure by the concession, holder to fulfil the conditions attached to the concession shall give rise to the withdrawal of the concession.

In the case of withdrawal of a concession, for whatever reason, the concession holder is not entitled to claim any compensation for any damage.

Chapter 06

Means of Acquisition of Ownership

ARTICLE 63

The dispositions of the present law for transfer of ownership of immovable properties between private persons through purchase, exchange, gift or by succession are temporary only, pending the enactment of laws governing these subjects that will be part of the Civil Code.

Part 01:
Acquisition through Sale of Immovable Property

ARTICLE 64

The contract of sale of immovable property is a contract which allows to transfer the right of ownership of an immovable property from the vendor to the purchaser in consideration of, payment of a purchase price of the immovable property by the purchaser to the vendor.

ARTICLE 65

The transfer of ownership can be enforceable as against third parties only if the contract of sale of immovable property is made in writing in the form of an authentic deed drawn up by the competent authority and registered with the Land Title Registry. (it is not clear, whether, it is the

contract or the deed that has to be registered.)

The contract of sale itself is not a sufficient legal requirement for the transfer of the ownership of the subject.

ARTICLE 66

Any Cambodian national with capacity to enter into a contract ~~can~~ ~~may~~ sell or purchase the immovable property. However, the following persons may not sell:

- any person who ~~that~~ is not owner of the property offered for sale;
- a joint-owner of an undivided property without the consent of ~~the~~ other joint-owners;
- any person whose immovable property is the subject to seizure.

The following cannot purchase:

- _____ a guardian cannot purchase the property of his ward;
- _____ a curator cannot purchase the property he administers;
- _____ ~~judges or officers of a Court~~ governmental officers cannot purchase the property on which they have jurisdiction or was authorized to sell. (~~"people holding the power in court"~~) ~~governmental agents cannot purchase the property that their jurisdiction or they themselves are assigned to sell;~~
- _____ ~~An person~~ owner of the confiscated property whose property who wish to purchase its back, is under foreclosure cannot purchase this property.

ARTICLE 67

Any sale between spouses ~~is~~ shall be considered null and void.

ARTICLE 68

The vendor ~~shall must~~ guarantee the purchaser, ~~in the contract on an~~ immovable property sold against any significant latent defects, ~~if not it shall be subject to the rescission of that sale. under penalty of rescission (I do not find it in any dictionary) Of the sale.~~

The vendor must guarantee the purchaser against any possible disturbances or any confiscation resulting from any challenge against the title to property being made by the person causing such disturbance or provoking the confiscation of the title of ownership.

ARTICLE 69

The transfer of ownership ~~is shall be considered as deemed~~ valid upon the registration of the contract of sale with the Cadastral Registry Unit ~~and Title Registry~~. The selling price ~~shall must~~ be mentioned in the contract, ~~if not of the contract shall~~ will be considered null and void.

A contract of sale of immovable property shall be registered only when all parties have proven by evidence that all taxes on the subject property have been paid.

PART 02: ACQUISITION BY EXCHANGE OF IMMOVABLE PROPERTIES

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ARTICLE 70

An exchange of immovable properties is a contract on which the parties agree to exchange ~~immovable properties with each other.~~

Exchange of immovable properties leads to transfer of immovable properties ownership to the ~~immovable properties.~~

Exchange ~~could be conducted with the is subject to the same conditions as of sale-~~

PART 03: ACQUISITION BY SUCCESSION

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ARTICLE 71

The ~~transfer of immovable property could be done following~~ may be transferred by way of intestate succession, heritage by will, or by bequest:

- immovable property whose title of ownership title has been definitely established in accordance with the provisions of this law,
- any possession in compliance with the law, evidenced by a title, by a legal documents or other kinds of evidences,
- any limited proprietary right and any right in rem over immovable property

ARTICLE 72

In the case of succession, the necessary duration of possession of an immovable property for the acquisition of full ownership, as provided by Article 30 and Article 31 of the present law, shall be ~~is~~ calculated from the time of entry in possession by the deceased.

ARTICLE 73

Immovable property ~~which only actually possessed and held only by way of actual possession~~ which has not been registered or recorded by ~~an a~~ governmental certificate but which was legally occupied in accordance with the legal requirements shall be subject to the transfer by succession. ~~may also be transmitted through succession.~~

ARTICLE 74

When a property ~~was~~ possessed without any title and is transferred ~~transmitted by way of~~ succession, the successor who is the new possessor of the property, may continue to manage it and benefit from a protection ~~asse~~ long as he meets all other requirements of the law.

In such case, the competent authorities or any other persons may not use the deceased's possession as a de facto possessor or use the absence of a formal distribution of the estate' as a pretext to infringe upon the rights of successors and, in particular, to refuse to acknowledge and certify their possession.

ARTICLE 75

When an inherited immovable property is used as a dwelling for the deceased's family or where the land is used to support the family's life, the successors may¹ not demand a partition or a sale without the ~~unanimous~~ express consent of all co-successors.

In case the partition of the succession is contested, the co-successors have the right to bring the case (or the co-successors are entitled to file complaint to the court to decide that case.) to the court so that it can be solved.

A partial transfer by any co-successor of his rights shall be considered ~~is~~ null and void if there is not ~~the~~ express consent of all co-successors. Further, any co-successor who sold part of his rights of succession, shall lose his succession right in respect of the property sold. ~~The~~ Any co-successor who violates prohibition of inherited immovable property sale shall be solely responsible ~~carried out the prohibited sale is the only person legally liable~~ for his action with ~~vis h vis~~ the purchaser.

ARTICLE 76

The successors who cannot sustainably maintain his/her inherited property, due to any legal or factual impediment, or ~~who~~ do not wish to be personally responsible for that part, ~~continue~~ possessing a property, may transfer such property to a third party.

ARTICLE 77

If the grantee of holder of a land concessions responding to an economic purpose is not in the form of an enterprise but and immovable property title was possessed by a natural person, upon his death, having an immovable property title, such concession ~~shall not~~ may not be subject to the division ~~divided up upon the death of such natural person~~ without the consent of the authority that has granted the concession.

ARTICLE 78

The property of a person who dies without any successors or legatees shall be reverted ~~s~~ to the State and shall be ~~is~~ incorporated ~~d~~ in ~~its~~ private property of the State. ~~domain.~~

ARTICLE 79

Devolution of property by succession shall be governed by traditional rules on ~~that~~ the subject matter while pending for the ~~duration until the~~ promulgation of a new Civil Code.

PART 04: ACQUISITION BY GIFT

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ARTICLE 80

A gift is a contract by which a person called ~~person named~~ donor transfers his property ~~the ownership of a property belonging to him to another person called another person named~~ donee who accepts it. (The Khmer version gives two words for

"donor' and "donee,)

ARTICLE 81

A gift of immovable property is only effective against third parties if it is made in writing in the form of an authentic deed and registered with the Cadastral Registry Unit ~~Land Title Registry~~.

ARTICLE 82

Immovable property shall ~~may~~ be ~~the subject to~~ of a gift (between the successors or gift by death or by legacy) inter vivos or a gift donation mortis causa or a legacy. If such a gift is a mutual gift, the operation constitutes an exchange.

ARTICLE 83

The State may only donate immovable property to natural persons and for social reasons in order to allow them to reside or carry out subsistence farming. The value of the immovable property donated shall ~~must~~ be limited in relation with the purpose sought and not allow ~~scope~~ for speculation, or disproportionate enrichment taking into account the social level of the beneficiary.

Gifts granted by the State prior to this law shall not ~~cannot~~ be reviewed.

ARTICLE 84

Gifts of immovable property are irrevocable once they are accepted. Such gifts can transfer the right of ownership rapidly. However, the donor may retain the right of usufruct in the property, and the right of use and habitation of an immovable property which shall be ~~This has to be~~ stated in the contract and registered with the Cadastral ~~in the Land Title Registry~~ Unit.

**TITLE III
THE REGIME OF PRIVATE OWNERSHIP**

**CHAPTER 07
RIGHTS AND OBLIGATIONS OF OWNERS**

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PART 01: ENJOYMENT OF THE BENEFITS OF OWNERSHIP

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ARTICLE 85

The owner of immovable property has the exclusive right to use, enjoy and dispose of his property in any manner whatsoever, (unless the law is prohibited) provided that he does not make any use of such ~~property~~ property which is prohibited by the laws.

ARTICLE 86

The owner of property may not use it for the purpose of harming or causing nuisance (disturbing) to third parties, particularly ~~and in particular,~~ his neighbours ~~neighbors~~.

The (legal - EdIm=ritCmvnurUb ?) normal use of property shall not be is not considered as a nuisance obstructing the use of this property.

ARTICLE 87

~~Save for any legal provision to the contrary, T~~ the owner of land may plant, develop and construct anything he wishes, unless is prohibited by law. Such development or constructions are his ownership property, in accordance with the provisions of Part 3 of this Chapter.

ARTICLE 88

The owner of an immovable property may freely carry out any development or alteration of the original type or structure of his property ~~etc~~ in accordance with the his use purpose ~~use he wishes to do,~~ and in accordance with the provisions of the law ~~legal provisions~~.

ARTICLE 89

~~Within the meaning of this Law,~~ shall be considered as modification of the original nature or structure of an immovable property, in the term of this law including ~~in particular,~~ the clearing of lands and forests (logging) and ~~their~~ cultivation, ~~the~~ filling up of land, ~~the~~ leveling of hills or talus, ~~the~~ digging and hollowing out of land to extract earth, ~~the~~ opening of mines or quarries exploitation, ~~the~~ establishment or drainage of water reserves, ~~the~~ urbanization of agricultural land, ~~the~~ development of ~~creation of~~ industrial zones and ~~the~~ setting up of factories.

ARTICLE 90

The owner of the land's surface ~~of the soil is~~ shall be the owner of the sub-soil ~~under-ground~~ and of anything that may be extracted there from, provided it is not in contrary to the ~~that the~~ provisions of Article 88 and Article 89 of this Law ~~are complied with~~. The boundary limit of the sub-soil ~~in respect of which he is the owner is~~ shall be determined in a vertical line from the surface of the property.

However, the owner may not claim the ownership of statues, bas-reliefs and antiquities of any type that he found ~~finds~~ thereon. Such works form part of the national heritage and shall ~~must~~ be returned to the Ministry of Culture and Fine Arts.

ARTICLE 91

The owner of the land's surface of the land ~~shall~~ is also the owner of the space situated directly above his property and of the things that are permanently fixed on his property, except ~~at the~~

~~exception of electric and telecommunication wires that shall be governed by separate law will be the object of specific laws. He may, in particular, cut the branches of neighbouring's trees that extending extend to his property or collect the fruit thereof.~~

~~He could may not, however, prohibit any aircrafts from flying over his property. or impede the flying of aircraft of any kind.~~

ARTICLE 92

The owner of immovable property may put up such property as surety for contracts in accordance with the ~~provisions~~ dispositions defined in Title 5 of this Law.

ARTICLE 93

The owner of property may, according to the rules stipulated in Parts 02 and 03 of this Chapter, ~~manage the production generating form dispose of the produce of such property and accretion by any natural or artificial accretions~~ incorporated into or otherwise forming a part of such property.

PART 02: ACCESSION TO OWNERSHIP OF FRUITS AND PRODUCTS

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ARTICLE 94

The owner of an immovable property ~~shall be is~~ entitled to ~~benefit all get~~ types of fruits from such property, ~~including i.e., the natural fruits and the civil fruits by way of accession.~~

The natural fruits are those fruits that are naturally generated from the land or that are created by human act.

The civil fruits are capital fruits (~~pitun~~), profit (~~ChlaP~~) and interests.

ARTICLE 95

The fruits resulting from cultivation of a land belong to the owner of such land, provided he pays third parties for the cost of ploughing and harrowing works, labour done by them and seeds.

PART 3 : ACCRETION OF OWNERSHIP

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SUB-PART 01: INTENTIONAL ACCRETION BY HUMAN ACTS

ARTICLE 96

Any construction, plantation and works carried out on the land or ~~the sub-sunder-ground shall be~~ ~~oil are considered to be done~~ ~~deemed to have been made~~ by the owner at his expense and the fruits thereof belong to him, save for any evidence to the contrary.

ARTICLE 97

~~Where the~~ The owner of land ~~where the constructions, s, plants or development are done by the equipment which do not belong to himself or herself, shall pay the cost of the equipment to the owner of the equipment, s on land using materials that do not belong to him, he must pay the value of the materials to their owner. The owner may be punished for the payment of the damage, but ; he may also be ordered to pay compensation, if appropriate, but the owner of the equipment has no right to acquire the works done. the materials is not entitled to remove them.~~

ARTICLE 98

~~If the~~ ~~Where~~ plantations, constructions and developments have been ~~done made with in~~ bad faith by a third party with his ~~equipment materials~~, the ~~land's owner of the land~~ shall be s-entitled, either to retain such materials or ~~allow that to compel such~~ third party to remove them.

If the ~~land's owner of the land~~ ~~allow the removal of~~ demands the destruction of ~~plantations and constructions made in with~~ bad faith, such ~~removal destruction~~ shall be made at the cost of the third party, with no compensation; the latter may ~~receive the penalty by paying the indemnity to the land's owner, if the removal caused any damage to the~~ even be ordered to pay damages, where appropriate, for any prejudice suffered by the ~~land's owner of the land~~.

If the owner prefers to ~~keep retain~~ such plantations and works ~~already done~~, he shall ~~must~~ reimburse the ~~value of cost of the equipment the materials and the price of the labour cost~~, without (~~considering whether the land will have more or less value~~) taking into account any added value of the land.

Nevertheless, if the plantations, constructions and works ~~were made already done~~ by a third party in good faith as ~~provided for in~~ Article 38 of this Law, the owner may not demand the ~~removal destruction of the said that~~ works, plantations or developments; he ~~has will have~~ the choice either to ~~pay reimburse the value of cost of the equipment the materials, and the cost of labour cost, or by paying an amount of money equivalent to the increased value of the~~ to reimburse a sum equal to the amount of the added value of the land.

SUB-PART 02 : NATURAL ACCRETION BY NATURAL TO IMMOVABLE PROPERTY

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ARTICLE 99

The silt that grows out of the river, tributaries or channel bed can be recognized as alluvial soil. (The deposits and the increases (Khmer uses only one word but it can express both deposits and increases), which form successively and imperceptibly on rivers, tributaries or channels beds, are called alluvial deposits).

Alluvial soil (deposits) shall benefit to the owner of the land on the water front accessible or not by the ships and the rafts. But if it is accessible, the owner shall keep that water passage or the dock in accordance neighboring the river, irrespective of whether the waterway is navigable or floatable or not, provided that in the first case the towpath is left in accordance with the regulations.

ARTICLE 100

The alluvial soil, that built up from one side of the river, little by little without being realized it, carried by the water current from another side of the river, shall belong to the owner of riverside where the alluvial soil grows and the owner of other side of the river cannot claim fro their loss of land carried by the water current. (In respect to land increases formed by streams that successively and imperceptibly bring alluvial deposits from one shore to another one belonging to another person; the owner of the land next to the discovered bank takes benefit from the alluvium, without the riverside owner on the opposite side being able to claim the land lost.)

ARTICLE 101

If a river, tributary or channel whether accessible (, navigable) or not, have flood which causes a big chunk of land break away from one part of the riverside, and deposit on the lower bank or on the other part of the riverside, the owner who lost the land can claim back within that year removes by sudden force a considerable and recognisable part of riverside land and takes it to a lower lying piece of land or the opposite bank, the owner of the removed part can reclaim his property but he must make his claim within the year following the event; beyond such time limit, such the claim shall be not be taken into consideration —barred— unless the owner of the land which has alluvial soil deposited has not possessed the land yet. was newly joined with the removed part has not yet taken possession of it.

ARTICLE 102

Islands, islets and land that grows out of the river bank, tributaries or creek any deposit or increase that form on the surface of rivers, tributaries or channels which whether are navigable or floatable, shall belong to the State.

Article 103

Islands, islets and land that grows out of the river bank, creek or channels any deposit or increase formed in rivers, tributaries or channels which are non navigable whether navigable or not, flodable or not and non-flodable shall belong to the owners of the land on the riverside or creek side —where the land grows, they have formed. If the island does not excessively grow on one riverside, this island shall belong to the owner of both sides of the riverside using the middle of the river as the dividing line. they have not formed only on one side, they belong to the owners of both watersides starting from the median line of the river.

Article 104

If a river, tributary or creek channel has new effluent that cross and embrace the land of any forms a new branch and cuts off land of a waterside owner, who owns the land on the riverside, and a piece of land becomes and isle, that owner still has the right on that isle even though if the isle grows in the river, tributary or creek , making it into an island, this owner retains the ownership of his land, even if the island has formed itself in a navigable or floatable floatable by ships and rafts. river, tributary or channel.

Article 105

If any rivers, tributary or creeks navigable by ships, raft and broken into new passage by leaving the old one, the owner on the riverside may take back their old passage which became land and each owner shall have its rights to the land up to the dividing line, the middle of the river. The price of that old passage shall be determined by an expert appointed by the provincial and municipal court of that place upon the application of the provincial authority.

(If a navigable or floatable river, tributary or channel forms a new course whilst abandoning its former bed, the riverside owners can acquire the property of the former bed, each one according

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to a line traced in the middle of it. Upon application of the provincial authority or of any interested party, the price of ~~that land it is to be~~ shall be determined by an expert appointed by the provincial and municipal Court of the Province or Municipality where the property is located.)

If the owner of the land on the riverside does not want to pay at the price set by the expert, the authority shall auction that old passage to the public. The proceeds from that auction shall be divided among the owner who own that old passage according to its size and the nature of its damage.

(If the owner of the land next to the former bed do not want to acquire it at the price determined by the expert, the former bed must be auctioned by the authority to the public. The proceeds money obtained from the gathered thanks to the former river bed sale shall be distributed to gathered among the owners whose land was newly submerged in proportion with the amount of land they lost.)

Part 04 : Leases on Immovable Property

Article 106

The owner of ~~an~~ immovable property may lease it out to another person. Lease Agreement Rental is a contract by which the owner of immovable property makes such property temporarily available to another party in consideration with ~~for~~ regular payment of rent, proportional to the time of possession. The Lease contract of immovable property shall be for a rental of an immovable property is referred to as a lease.

There are two types of lease: lease for an indefinite period of time and lease for a definite period of time. Among Leases for a definite period of time include a, ~~there are~~ short-term leases with an option to renew, and long-term leases (15 years or more).

Article 107

Leases for an indefinite period of time or renewable short-term leases establish a personal relationship between the lessor and the lessee.

A ~~S~~sub-lease of the property can be done with ~~provided that there is~~ an express agreement or the authorization of the owner.

Article 108

A long-term lease constitutes a real-right in rem over immovable property. Such right may be assigned for valuable consideration or transfer passed on by succession.

Property leased under a long-term lease may be the subject of development and alterations provided that these works do not have the effect of destroying ~~destroy~~ or fundamentally altering its original nature, except it was at the exception of the cases specifically determined in the lease agreement.

Upon expiration of the said lease, the lessor or his successors acquire, without any requirement to indemnify the lessee, the full ownership of any constructions, developments or improvements which ~~already done by may have been carried out by~~ the lessee. Provided that the lessee complies with the provisions in Paragraph 2 of this Article, the lessor or his successors has no right to compel the lessee to deliver the immovable property back with its ~~may not demand that the premises be restored to their original situation, state.~~

Article 109

~~Lease contracts was enter into with the will are governed by the intention of the parties and in accordance with provisions of existing laws and general regulations. or future general legislative or regulatory provisions in the area of contractual obligations.~~

~~Lease contracts shall must be in writing. Oral lease shall be considered as temporary lease and can be terminated any time by provide a prior notice in which its period shall be equal to If there is no lease contract specifying the terms and conditions thereof in writing, the lease is considered uncertain and may be terminated at any time upon notice, the notice period being equal to the period between rentof rental payments.~~

Article 110

~~Before the lessee can have the enjoyment of an immovable property, the lessee shall has to be aware of condition of immovable property and its fixtures according to the lease agreement. Failure to inspect before enjoying, shall be considered as proper conditions provided by lease.~~

~~know in what conditions is the immovable property as well as the pieces of furniture and materials in it thanks to a status report concerning the premises prepared in agreement with the lessor.~~

~~A lack of inspection of the conditions of the immovable property upon entry is considered correct in respect of the conditions stipulated in the lease.~~

The leased property must not contain any latent defects which renders it unfit for its normal use.

Article 111

~~The lessee is shall be responsible for the normal maintenance of the property and at the end of the lease he shall give it back with the original conditions including the must restore the said property in a state that is in conformity with the status report of the premises, taking into account the value of the cost of damages cause that come from a un-nonnormal use, except it is separately provided on the exception that it is clearly stipulated by in the lease.~~

Article 112

The lessor must refrain from any conduct contrary to the lease that may impede or suspend the quiet enjoyment of the lessee.

Article 113

~~The Sub-decrees shall determine the formalities~~ formalities of lease contracts on immovable property for the residential, commercial, industrial and agricultural purposes shall be determined by Sub-Decree. ~~use and stay, or for business, or for farming.~~

Part 05 : Land Rules

Article 114

Rights and obligations of owners shall be determined by ~~are limited by the body of the~~ land rules referring (or leading or intending or aiming) to intended for the protection of the general interest that are ~~which was~~ determined by the law.

Article 115

~~The regime of construction methods (or formalitie)~~ and all ~~the~~ conditions imposed to owners relating to land management and ~~town-urban~~ planning shall be determined, ~~in particular,~~ by Sub-Decree ~~Annoukret (Glossary suggests to use word " Sub-Decree")~~.

Article 116

Any use of property which does not comply with any ~~new-land~~ rules regulation but which was binding by contract before this law came into effect shall are not be affected. Such use may, however, not be extended after ~~the promulgating proclamation of the~~ land rules regulation which restricts or prohibits it.

In the case of ~~an~~ emergency or for the purpose of meeting ~~a serious-necessary~~ public needs, the law can restrict and ~~additional provisions dispositions on urgent may immediately implementation of land rules to restrict of public order restricting the use of the property for~~ public order purpose.

Chapter 09

Limited Proprietary Rights

Article 117

A limited proprietary right exists when a person other than the owner enjoys the latter's property. The right of the owner is then referred to as bare property right.

Article 118

The ~~only~~ forms of limited proprietary rights ~~includes~~ are usufruct, enjoyment ~~the right of use and~~ and habitation, and easements.

Part 01 - Usufruct

Article 119

Usufruct is the enjoyment of immovable property by a person other than the owner ~~of an immovable property~~, for a period which cannot be longer than ~~exceed~~ the lifetime of the usufructuary.

Article 120

Usufruct is created by law statute or by agreement. It may be created with or either without time limitation or until the defined conditions is completed. ~~restrictions or for a pre-determined period or for a fixed term until the occurrence of a certain determined event.~~

If there is no provisions on time limitation, ~~as to the duration~~, the usufruct shall be is deemed to last for the lifetime of the usufructuary.

The usufruct contract shall be considered as is only valid (yk.T,c./) if it is made in a written authentic acts, ~~expressly formed in writing~~. The usufruct contract cannot be contested by is only effective ~~against third parties~~, only it has been ~~after~~ registered in Cadastral Registry. ~~(or its registration with the Land Title Registry ??).~~

Article 121

The usufructuary has the right to benefit enjoy the fruits ~~of any nature~~, either natural fruits or (as income of capital) civil fruits (=in the form of income) which come from that ~~are be produced by the immovable property in respect of which he has the usufruct.~~

Article ~~122~~ 122

~~Any n~~Natural fruits produced in the land at the time of the usufruct acquisition will benefit the attached to the ground at the commencement of the usufruct belong to the usufructuary. Any natural fruit produced at the end of usufruct will benefit the owner without usufruct without mutual paying for ; and similarly, when the usufruct ends, the bare owner is entitled to the fruits attached to the ground, without either party having a right to compensation for the labor relating ~~to~~ ploughing and harrowing works or the harvest or the seeds. However, if there is a tenant farmer or sharecropper tenant at the commencement or at the end of the usufruct, he-those shall ~~must not lose his~~ their shares of the fruits they are ~~he is~~ entitled to get.

Article 123

The fruits in the form of income (any income of capital) shall benefit ~~belong to~~ the usufructuary based on the in proportion to the duration of his usufruct time's proportion.

Article 124

The usufructuary may personally benefit the fruits ~~enjoy the property in respect~~ of which he has the usufruct or lease it out or he may assign his right for valuable consideration or gratuitously to another.

In case of lease or contract of labor exchange,

~~If he wishes to lease to a tenant farmer or a sharecropper tenant,~~ such contract cannot exceed a period of three years. If he wants to renew a lease with a tenant farmer or a sharecropper tenant, a new contract shall be entered at least one year before the expiration of the usufruct.

Article 125

The usufructuary shall benefit (or enjoys) from the fertilization of ~~the possible accretions occurring by~~ the alluvium on the property which he got from ~~in respect of which he has the~~ usufruct.

Article 126

The usufructuary uses all the any ~~any~~ easements and, in general, ~~by~~ all rights that the owner may enjoy, except the right to administer at the exception of the right (or to dispose) ~~of~~ the property.

Article 127

The usufructuary can further uses the rights, in the same manner as the owner does, on the fruits of the ~~pits and quarries~~ existing (available) on the land under usufruct.

Article 128

The usufructuary collects any fee due and payable to the owner of the land by the licensees of mines exploited on the land ~~that is~~ under his usufruct right.

Article 129

The ~~bare owner~~ without usufruct cannot ~~may not~~ impede in any way whatsoever to damage ~~the~~ rights of the usufructuary.

~~For this part,~~ the usufructuary, at the end of the usufruct, cannot claim ~~may not, when his right to enjoy finishes, claim any indemnity for~~ on the immovable property's improvements made by him/her that he may have made to the immovable property under ~~during~~ his/her usufruct, even if the value of the said immovable property increases due to such improvements.

The usufructuary or his successors may further remove mirrors, paintings and other decoration (ornaments) which installed by them they may have installed in the existing buildings, as long as ~~so long as~~ they restore the premises to their original condition.

Article 130

The usufructuary shall be responsible for the ~~is only bound to do~~ maintenance's repairs.

The ~~bare owner~~ without usufruct shall be responsible for major ~~is bound to do~~ large scale repairs if the concerned damages were ~~not~~ caused by a lack of maintenance from ~~of~~ the usufructary's part since the ~~after~~ beginning of the usufruct. In such case, the usufructuary shall be responsible for ~~is bound to~~ large scale repairs by himself.

~~Large scale~~The major repairs are the repair ~~those of big~~ concerning main walls and arches, roof crossbar change and complete roofing ~~the re-installation of wooden beams and entire roofing,~~ full repairs of dams, retaining supporting ~~walls and the entire~~ fencing.

The ~~All other~~ repairs are considered as ~~within the scope of~~ maintenance repairs.

Article 131

Neither the ~~'bare owner~~ without usufruct nor the usufructuary shall be responsible to ~~bound to~~ rebuild anything which is had been deteriorated or decrepit or which has been destroyed by Force Majeur (or act of God) through an accident (RbCansik~ ?).

However, if ~~the~~ an insured immovable property is was destroyed by any eventual catastrophe, the ~~bare owner~~ without usufruct or the usufructuary can ask request for insurance fee to repair or ~~that the indemnity be used for the rebuilding or restoration.~~

Article 132

While benefit from the usufruct, ~~t~~The usufructuary shall be annually responsible for the immovable property such as paing taxes, fees and insurance expenses. ~~is obliged, during his enjoyment of the usufruct, to pay all annual charges encumbering the immovable property, such as contributions and taxes, insurance policy expenses that must be paid.~~

The usufructuary shall be responsible to execute and to renew the contract guarantee of the immovable property which is in his usufruct, this either means the existing contract at the ~~He~~ must ensure to take out and renew, within due time, insurance policies relating to the immovable property under his usufruct, as well as the policies in place at the beginning of his usufruct, or the contract which the owner without usufruct request to do so, in the future. ~~and those which are required subsequently by the bare owner.~~

Article 133

If, during the term of the usufruct, there is a third party in bad faith infringes upon ~~upon~~ the rights of the ~~bare owner~~ owne without usufruct, the usufructuary is obliged ~~shall to~~ notify (or inform) the ~~bare owner~~ without usufruct, ~~and failing to do so that,~~ he shall be ~~is~~ liable for the damage which

the bare owner without usufruct may suffer, as if such damage were a result of damage that he himself inflicted.

Article 134

The usufruct shall ~~expire~~end:

- upon the death of the usufructuary,
- upon the expiration of the time limitation or time specified in the contract period ~~or the occurrence of a condition subsequent,~~
- by agreement that the usufructuary waive his right,

~~upon the immovable property for usufruct is completed destroyed by the total destruction of the immovable property in respect of which the usufruct is established.~~

- by decision of the Court in conformity with the provisions ~~dispositions~~ of the Article 135 of this Law.

Article 135

At the demand of the bare owner, the termination of the usufruct may be ordered by Court because the usufructuary breached the rights of enjoyment, in particular if the usufructuary damages the immovable property or if he fails to maintain it.

The creditors of the usufructuary may, in such case, have a right to file a claim in court to ask for the continuation of the rights of the usufructuary if they assume the repair of the damage inflicted and they may provide guarantees for the future.

The court may, depending on the seriousness of the circumstances or other reasons, declare the absolute extinction of the usufruct, or order only that the immovable property revert to the bare owner under the obligation to pay a certain amount annually to the usufructuary or his beneficiaries and assigns until the time set for the cessation of the usufruct.

Article 136

The sale by the bare owner of the immovable property under usufruct does not make any change for the usufructuary, who continues to exercise his rights unless the usufructuary has formally waived such rights.

Article 137

If the usufruct relates only to a building and such building is accidentally destroyed, the right of the usufructuary disappears and he cannot claim right of usufruct on the remaining land or materials.

However, if the usufructuary is on both land and in a building and the building is destroyed, the usufruct is still on the land.

Part 02 - Rights of Use and Habitation

Article 138

The right of use confers on the beneficiary the right to enjoy the fruits of a land necessary for his own needs and those of his family.

The right of habitation is the right of the beneficiary to occupy within a house the portion that is necessary for his own housing and that of his family.

These rights continue, even when the marriage or the birth of children occur after the acquisition of such rights.

Article 139

The rights of use and habitation are created and lost in the same manner as the usufruct.

The rights of the user and/or the habitant are determined: - by the provisions of the contract which shall be expressly formed in writing; - by provisions of law concerning this right.

Article 140

The beneficiaries of the right of use or the right of habitation may not transfer, or lease out their right to others.

The rights of use and habitation are strictly personal. They end upon the death of their beneficiary or pursuant to the clauses of the contract.

Article 141

If the user takes all the fruits of the land or if the beneficiary of the right of habitation occupies the whole house, he is liable to pay the costs of cultivation and to repair and maintain, and to pay contributions, taxes and insurance premiums in the same way as the usufructuary.

If he takes only a portion of the fruits, or if he occupies only a portion of the house, he contributes to such expenses pro rata in accordance with the portion enjoyed.

Part 03 -Easements

Article 142

Easements are charges imposed on a land, referred to as the servient tenement, for the use and benefit of another land, referred to as the dominant tenement, belonging to another owner.

Article 143

Easements may be created by natural cause by law or by contract and are enjoyed according to the state of the premises, as determined by law or by agreement among the owners.

Sub-part 01 - Easements by Nature

Article 440 144

Lower lying lands have to receive waters flowing naturally from higher lands.

The owner of the lower lying land may not create any dyke, embankment, barrier, or any other kind of structure that may impede such flow of water.

The owner of the higher lying land may not do anything that would aggravate the servitude of the lower lying land.

Article 145

the owner of the higher lying land has the right to use and dispose of rainwater which falls on his land as well as waters from sources which are found thereon at the exception of the dispositions of the last paragraph of the Article 144 of this Law.

Article 146

The owners of lands situated along running waters are obliged to allow such waters to pass through to the land of neighbouring lands whose owners are, in turn, subject to the same obligation with respect to lands that are further away, depending on their agricultural needs.

Sub-part 02: Easements Created by Law

Article 147

Easements created by law are either easements for public benefit or they are created in order to benefit individuals.

Easements created by law for the public benefit are determined by law or by specific statutory regulations that bind owners.

Easements created by law for the benefit of private interests determine the limits within which an owner may perform certain acts on his own land, provided that he does not infringe the rights of owners of neighbouring lands.

Article 148

Land boundaries of property situated along public roads shall be determined by the competent authorities based on the ascertained needs of common interests, especially based on the traffic needs.

Before building a fence or constructing any kind of edifice situated alongside public roads, the owner shall check the conformance of the proposed construction with the column plan, if any. Every construction permit document shall follow the existing column line.

The competent authorities can decide to change the size of roads according to the necessary need of the public interest. If the authorities decide to extend a road size, all constructions situated along the column line shall be moved back. If it is a fence or an easy-to-remove building, the authorities can require the owner to move it. If it is an immovable property that cannot be subject to change or improvements, it shall remain in the same location until the competent authorities decide whether to extend as projected. The competent authorities can take ownership of part, or if taking a part is not possible, can directly take the whole property in accordance with legal procedures. For fences and buildings legally built according to legal provisions, the owners have the right to claim compensation for their losses.

Article 149

An owner who wants to perform works on his land of a nature which may cause a nuisance to neighbouring lands, such as drilling, boring, digging, keeping of objects which are dangerous, inconvenient or unsanitary must comply with special prescribed rules which set either the distances to be adhered to or otherwise regulate any works to be executed.

Article 150

An owner may not have direct views, windows or balconies or other similar types of structures at a distance that is less than two metres from a neighbouring piece of land.

Article 151

An owner may not have trees, bushes, shrubs, near the boundary of the neighboring lands at a distance which is less than two meters from the said boundary in respect of trees whose height surpasses two meters, under penalty of being required to remove them when the interested owner will make a claim.

Article 152

The owner whose lands are enclosed and who has no access to a public highway or whose access is insufficient for the industrial agricultural exploitation of his property has a right to demand the opening of a passage through the neighbouring lands, against payment of an indemnity in proportion to the damage that such passage may cause.

Article 153

The passage must in principle be made on the side or the path which is the shortest from the enclosed pieces of land to the public highway.

Nevertheless, the right of way must be set at a place that causes the least amount of harm for the owner of the lands that it supports.

Article 154

If the enclosed land results from the division of land, following a sale, exchange or division of assets or any other contract, the passage may only be demanded over the surplus of the divided land.

However, in the case where the surplus of the divided land is not sufficient to establish a passage, the provisions of the Article 152 et Article 153 shall apply.

Article 155

An owner who wants to use water that he has a right to use for the irrigation of his lands may obtain the passage of such water through intermediary lands against the payment of a compensation for the damages caused to these lands' owners.

Article 156

The owner may evacuate over lower lying lands, ~Df waters that have irrigated his land also against payment of compensation.

Article 157

The owner of submerged lands, in whole or in part, may allow the harmful water to be drained out of his land as long as he respects the hygiene rules.

Article 158

Any riverside owner who wants to use the water for the irrigation of his lands may obtain the right to put on the land of the opposing bank the necessary industrial equipment for the taking of water against payment of compensation.

Article 159

The owner of land who accept a structure of any kind to be built on his land may always ask to share the use of the weir, provided he contributes half the cost of setting it up and its maintenance. No compensation is due in this case to this owner and any compensation already paid must be reimbursed.

Sub-part 03: Easements Created by Contract

Article 160

Owners are allowed to establish on their own lands, in favour of owners of other lands, any easements so long as such easements are not contrary to the public order. The use and extent of such easements are regulated by the contract that created them.

Article 161

Easements created by contract must be in the form of a formal deed. They are effective against third parties only after registration with the Land Title Registry.

An easement relationship between a servient and dominant tenements shall cease when one of the concerned pieces of land is transferred to a third party, if the preservation of the servitude is not formally provided in the conveyance of the land.

Article 162

The owner who sets up servitude on his land is considered to consent to all that is necessary for such servitude. The right of drawing water established in respect to a spring necessarily entails the right of passage on the land that encloses it.

Article 163

The owner of the dominant tenement has the right to construct on the servient tenement all works that are necessary to use and conserve his servitude.

Article 164

Works that are necessary for the exercise and the preservation of the servitude will be carried out at the expense of the owner of the dominant tenement, unless otherwise agreed.

Article 165

The owner of the servient tenement may do nothing that restrains the use of the servitude or renders it useless.

The owner of the servient tenement may not change the way the servitude is used as it was originally designated.

If, however, the maintenance of the original situation should render the servitude onerous for the owner of the servient tenement, by preventing him from carrying out advantageous works on such land, he may offer to the owner of the dominant tenement a place which is equally useful for the exercise of his right, and the said owner of the dominant tenement may not refuse.

Article 166

For his part, the owner of the dominant tenement may only use the servitude within the limits determined by the contract without being able to carry out on the servient tenement, or on his own tenement, any change that may adversely affect the situation of the servient tenement.

Sub-part 04: Cessation of Servitudes

Article 167

Easements expire: - by the termination of the right that had created the easement; - when the dominant and servient tenements become owned by the same owner; - the land where the easement is situated is totally destroyed.

TITLE IV THE FORMS OF OWNERSHIP

Chapter 09 Undivided Ownership

Article 168

Undivided ownership is the ownership on one specific property exercised by several persons. Such persons are called undivided joint-owners. Each of the undivided joint-owners have a share of the property but this property cannot be divided among them.

Article 169

The shares of undivided joint-owners are presumed to be equal. In the case where the division of the property is unequal, each of the owners carries rights and liabilities in proportion to his share. He may sell his share or pass any kind of contract relating to it and his creditors may seize it.

Article 170

Undivided joint-owners jointly administer the undivided property, save for any agreement to the contrary. Each of them has the capacity to undertake day-to-day management tasks, such as maintenance repairs and cultivating works, if the majority of them do not decide to the contrary.

More significant acts such as the change of cultivation or large-scale repairs may only be decided by the majority of the undivided joint-owners, together representing more than half the entire property.

Article 171

Each undivided joint-owner must act for maintaining and defending the common interest. Each undivided joint-owner enjoys the property and the use of it to the extent that such enjoyment does not infringe the rights of the other undivided joint-owners.

The consent of all undivided joint-owners is necessary for the alienation, constitution of rights in rem or changes to the intended purpose of the property, unless if other contrary rules exist.

Article 441:7i 172

Administration costs, taxes, levies and other charges on the undivided joint-owned property are, save for provisions to the contrary, borne by all undivided joint-owners in proportion to their shares.

Article 173

No person can be forced to remain an undivided joint-owner. A division of property may be demanded at any time by any of the undivided joint-owners.

The undivided joint-owners may temporarily maintain a state of undivided joint-ownership, but such a state cannot be for more than five years, unless there is a new agreement.

Article 174

The undivided joint-ownership ceases by a distribution of property as it originally was (twwUbefflm?) or by the sale of the property with a distribution of the purchase price, or by the acquisition by one or more of undivided joint-owners of the share of the others.

If the undivided joint-owners disagree as to the method of division of property, they must apply to the courts which shall order the distribution of property or if the division causes a significant decrease in value, the court can order a sale to a third party or to any of the, other undivided joint-owners.

Chapter 10

Co-Ownership

Article 175

Co-ownership is the ownership of an immovable property belonging to several persons and divided by parcels, each of the co-owners having a private share and another share being a share of common areas.

Article 176

The co-owners can prepare regulations which define, in accordance with the legal provisions, the methods of management and the rules for maintenance as well as the obligations of the co-owners, in particular as far as the common areas are concerned.

In the absence of such a regulation, the co-ownership must comply with the general rules laid down by Article 177 to Article 185 of this Law.

Article 177

The co-owners exercise full rights on their own private parcel provided that they do not encroach on common areas and they do not cause any nuisance or impede the use by the other co-owners of their areas. The co-owners may freely alienate their own parcel, lease it out, establish a usufruct, establish the right of use or habitation, mortgage it, or charge it as collateral. However, they may not establish a servitude on it.

Article IL78

All the areas of the building or the land reserved for the exclusive use of a certain co-owner are private areas.

Article IL79

All the areas of buildings or lands allocated to or for the use or benefit of all co-owners or certain co-owners among them are common areas.

Common areas include, in particular:

- the grounds, courtyards, parks, gardens and access ways,
- the structure of the buildings, common facilities, including water, electrical and gas pipelines which can cross private premises,.
- Flues and stacks of chimneys
- common service areas

The following accessory rights are also deemed to be common property: - the right to clear the grounds of existing elements,

- the right to erect new buildings on courtyards, parks or gardens constituting common areas, the right to clear such courtyards, parks or gardens, the right of joint ownership relating to such common areas. the right to build on top of a building allocated for common use or containing several premises which constitute various private areas; in no case is the owner of the top floor of the co-owned building permitted to build on top of his apartment or to sell such right to build. This is a provision of public order.

Article 180

Any co-owner who alters the common areas of a--building or a land in order to have the private use of them or for the purposes of selling them shall be liable to restore them to the original state. Such co-owner will be liable for penalties as stated in Article 257 of this law.

Any person not belonging to the co-ownership who takes possession of a common area for himself shall be liable to restore the premises wrongfully occupied to their original state.

The competent authorities may in no case deliver a title to such person under penalty of being deemed to be accomplices and being held jointly liable. The authorities have the mission to ensure that such illegal occupant is evicted.

These provisions which purpose is to sanction those who directly and fundamentally disregard of proprietary rights and requirements of public order are applicable to infringements that occurred prior to the proclamation of this statute.

Article 181

Common areas are the undivided joint property of the co-owners who shall ensure the maintenance thereof. The responsibility for such maintenance is distributed among them in proportion of the value of each parcel.

Article 182

The walls separating neighbouring private areas are presumed to be jointly owned in accordance with the dispositions of Chapter 12 of this Law.

Article 183

Common areas and accessory rights in respect thereof cannot be the subject of an action for division of property or a forced sale independently of the private areas.

Article 184

The co-owners must set up a management body that shall consist of a management board or/and an executive committee. This management body is appointed by the general meeting of co-owners in which all the co-owners shall participate, with each co-owner~ having voting rights proportional to the value of his respective lot. The management board may, by a majority vote, make decisions that relate to the maintenance of the co-owned property.

The co-owners are bound by decisions made by the general meeting , of co-owners, especially decisions concerning maintenance and requirements of public order with regard to common areas.

Any co-owner who refuses to comply with the decisions of the general meeting and who refuses to fulfill his part of the obligations resulting there from, may be sued to be forced to fulfill his obligations.

In the absence of regulations of the co-ownership, the management of the co-ownership shall be carried out directly by all co-owners who shall rule unanimously. If no agreement can be reached among them, and if, as a result, there is bad maintenance or a degradation in the co-ownership, every co-owner, after obtaining the consent of the others, may seek that a court appoint an

administrator of the co-ownership. The fees of such administrator shall be borne by all co-owners together.

Article 185

The competent authorities may impose on co-owners, any measures that purport to ensure the proper maintenance of common areas.

The costs of maintaining the common areas is to be based on the proportional costs of each of the co-owners' property shares and shall be borne by the co-owners proportionally to the value of their respective shares.

A co-owner who refuses to comply with his responsibilities or does not follow the provisions for public order is liable as stated in Article a&-A 258 of this law.

Chapter 12

Joint-Ownership

Article 186

Joint ownership is a form of common undivided ownership that applies to ramparts and walls dividing two properties. Ramparts, as meant in the present law, refer to ditches, fences and dikes.

(the Khmer word for 'fence' can also express the concept of "hedge", the Khmer word for "dike" can also express the concept Of "embankment')

Part 01 - Jointly owned dividing walls

Article 187

The repair and reconstruction of a jointly owned dividing wall are the responsibility of those who own it, proportionately to the rights of each owner.

A joint owner can get out of contributing to such repairs or reconstruction by abandoning his right of joint ownership, unless the jointly owned dividing wall supports a building belonging to him.

Article 188

Any joint owner of a jointly owned dividing wall may not make any deep recess in the jointly owned dividing wall or make any work likely to cause a damage to such jointly owned dividing wall without the prior consent of the other joint owner In the case no agreement can be reached, an arbitrator, who is an expert shall determine the necessary means to ensure that such new work does not infringe the rights of the other joint owner.

Article 189

Each owner may build against a jointly-owned dividing wall and may place thereon beams and joists on the joint dividing wall up to 5 cm from the other side, insofar as such work do not infringe the rights of the other joint owner. If the latest himself wishes to put such beams and joists in the same place (literally in Khmer : "to also construct on his side by using the same places-), he can have the right to claim to have such beams and joists reduced back to half the width of the wall,.

Article 190

Any owner with a neighboring wall has the right to make it (in whole or in part) a jointlyowned dividing wall by reimbursing the owner of the wall, half of the value of the part that he wishes to make jointly-owned, plus half of the value of the ground on which such wall is constructed.

Article 191

Each owner may increase the height of a jointly owned dividing wall, but he alone must pay the expenses of such increase and any maintenance costs which go beyond the height of the common wall. He must further pay a reasonable price (oYsrntamdMOPg) for the expenses due to the burden (eahAysMrab--b.1,Ak) coming from the additional (hYr) increase of the height of the wall.

Article 192

If the jointly-owned dividing wall is not in a state to support such an increase in the wall, the person who wishes to increase the wall may destroy it and and reconstruct it entirely at his expense. The excess part of the width must be built on his part of the land.

Article 193

The other joint-owner who has not contributed to such increase of the wall, if he wishes that such construction be considered as his joint-ownership as well, he must pay half of the expenses incurred for the additional height and half of the price of the ground supplied to support the additional width.

Part 02: Jointly-owned ditches, fences and dikes

Article 194

The jointly owned ramparts formed either by ditches, fences or dikes must be maintained at the common expense of the parties. However, one of the owners may exempt himself from such obligation by waiving his entitlement to the ' joint-ownership. But, if the ditches or dikes usually serve the flow of water, the co-owners cannot waive their joint-ownership.

Article 195

The owner of land next to a ditch, fence or dike which is not jointly-owned cannot compel the owner of such a ditch, fence or dike put such ditch, fence or talus under jointownership.

Article 196

A joint owner of jointly owned hedging/fence may destroy such hedging/fence up to the boundary of his own property, so long as he constructs another hedging/fence on the boundary of his land.

An owner of a jointly owned ditch or dike has the same right, provided such ditch or dike only serves as partition.

TITLE V
IMMOVABLE PROPERTY USED AS SURETY
FOR THE PAYMENT OF A DEBT

Article 197

Immovable property may be put up as surety by an owner for the payment of a debt by way of mortgage, assurance or pledge.

Chapter 13
Mortgage

Article 198

A mortgage is a secured collateral of an immovable property itself which, without dispossessing the owner of such immovable property allows the creditor to claim the sale of such immovable in court on the due date of the debt, irrespective of in whose hands such immovable property passes, so that himself and tKe others creditors having such privilege and preference to be paid from the purchase price.

Article 199

Only immovable property registered with the Land Title Registry may be the subject of a mortgage.

Article 200

The creditor cannot become the owner of the mortgaged property itself by way of payment.

Article 201

A contract of mortgage must be in authentic formula entered into before the competent authority or a dully authorized lawyer. The mortgage contract must be registered with a caclastral administrative body. The authorities competent to draft mortgage contracts and the registration formalities shall be determined by sub-decree.

Article 202

The mortgage contracts must mention the state of the property, its nature, the easements or charges pursuant to any relevant regulations and its value.

Article 203

Several successive mortgages may be created with respect to the same property. Each creditor shall exercise his rights in the order of priority of his mortgage registration.

Article 204

If the owner of the mortgaged property fails to pay his debt upon the due date, a creditor may seek the sale of the property in court, irrespective of the order of priority of his mortgage. The various creditor mortgagees shall then be reimbursed at the same time according to the priority of their mortgage.

Article 205

Property that is the subject of an assurance may not be mortgaged.

Chapter 14 Assurance

Article 206

An assurance on an immovable property is a contract pursuant to which the debtor delivers an immovable property to his creditor as a guarantee for the payment of his debt. The creditor has the right to cause the sale of the property to be reimbursed by privilege and in preference to other creditors who are not as secured as himself.

If the contract of assurance so authorises, the creditor may use the charged property in lieu of the payment of the debt, either in payment of interest only or in payment of principal and interest.

Article 207

A contract of assurance of an immovable property must be made in writing in authentic formula before the competent authority and then be registered with a cadastral administrative body.

Article 208

An assurance on an immovable property shall be considered valid and no third party can claim against it after the assurance contract have been made according to the formalities stated in the article 207 of this Law.

Any failure to register an assurance contract with a cadastral administrative body will cause the creditor to lose his secured collateral rights and the creditor only has the right to bring an action for reimbursement under the general law.

Article 209

The property considered in the assurance contract must be restored to the debtor as soon as he has paid his debt in full.

If no date of reimbursement is stipulated in the assurance contract and if, within a period of ten years from the date of creation of an assurance contract the creditor fails to commence a legal action to claim the amount of his debt, he shall lose such guarantee of assurance.

If a date of reimbursement is stipulated in the contract and if, within a period of ten years from such stipulated date, the creditor fails to commence a legal action to claim the amount of his debt, he shall lose his guarantee of assurance

The loss of the guarantee of assurance obliges the debtor to return the property together with any titles handed over by way of guarantee but the debtor is not discharged of his debt the creditor has the right to bring an action for reimbursement under the general law.

The mention of the assurance shall be struck from the Land Registers upon the demand of the debtor or by itself.

Article 210

Whatever the case, the creditor cannot become the owner of the property. Any clause contrary to this disposition shall be considered null and void.

Article 211

An assurance contract on an immovable property only confers on the creditor the right to cause the forced sale of the immovable property by court decision to be paid in priority by privilege and in preference to any other creditor.

If during the term of an assurance contract, the creditor who is the beneficiary of the assurance purchases the property, such act must be published with a cadastral administrative body, under penalty of nullity.

Article 212

The creditor who is in possession of the property guaranteeing an assurance has the right to enjoy such property as a usufructuary and has the obligation maintain and conserve such property as if it were his.

If such property is damaged by his act or his fault, he has to pay an amount corresponding to the damage or such amount can come in deduction of the owner's debt.

Article 213

At the expiration of an assurance contract, either due to the full payment of the debt by the debtor or estoppel as it is stipulated in the Article 209 of this Law, the creditor must restore the property or its value if such property is destroyed through his act or fault to the debtor.

Article 214

After expiry of the term of the contract of assurance, if the debtor asks to get his property back but that the creditor to hand it over, the creditor owes the fruits and revenues derived from the property encumbered by the assurance from the date that the debtor has asked the property back.

If the property consists of a land and that no term is specified in the contract of assurance in relation with the reimbursement, the creditor shall have the right to collect the fruits and revenues that are a result of his labour ("dedication,,), work and expenditures after the debtor has asked to get his property back.

However, if the property consists of a house and that no term is specified in the contract of assurance in relation with the reimbursement the creditor shall have the right to collect the fruits and revenues coming from the property being the object of the contract of assurance during 6 more months after the debtor has asked it back.

Article 216

Interest ceases to be due and payable from the date where the debtor offers to repay his debt before the termination of the contract. The repayment shall indicate the amount and shall be recorded in a document signed by the M6khum with the signature of the creditor, the debtor and the signature of two witnesses.

Article 217

The payment of any duties, taxes or levies shall be the responsibility of the debtor, unless otherwise agreed between the debtor and the creditor.

Article 218

Once the debtor is released from the guaranteed debt, the creditor may not retain the property subject to the assurance on the ground that the debtor is liable under another debt, even if such other debt is due and payable, unless a new contract of assurance relating to the same property is drawn up in the required legal form.

The debtor can exercise the above-mentioned rights against the successors or assigns of the creditor.

Chapter 15 Pledges

Article 219

A pledge is a contract concluded in order to guarantee the payment of a debt, pursuant to which the debtor remits to his creditor not the property itself but the ownership title of the property as it was registered by the Cadastre.

Article 220

The contract of pledge must be made in writing in authentic formula and it must be recorded in the land title register.

Article 221

In no case can the creditor become the owner of the property subject to a contract of pledge. Any clause in contradiction to these provisions shall be null and void. The contract of pledge authorizes the creditor to have the right to claim the force sale of the immovable property in court in order to be paid in priority by preference and privilege and before other creditors.

Article 222

When the debtor discharges the debt, on the due date or by way of prepayment, the creditor shall return the ownership title to the debtor by an inscription about this encumbrance in the land titling register.

Article 223

The debtor retains the management and use of his property but is prohibited from any conduct that may decrease its value.

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Article 224

The assigns and successors of the debtor and the creditor have the same rights and obligations as the debtor or creditor in whose shoes they stand.

Article 225

The successors or assigns of the debtor as well as to the members of the family, who may declare themselves co-owners of the property which is under pledge, have the same rights and obligations than the debtor.

TITLE VI CADASTER

Article 226

Ownership of immovable property is guaranteed by the State. For such purpose, the Cadastral Administration under the supervision of the Ministry of Land Management, Urban Planning and Construction has the competence to identify properties, elaborate cadastral maps, deliver ownership titles, register parcels and inform all persons as to the state of a parcel of land in relation with its nature, its measurements, its owner and any relevant encumbrances over such parcel.

Article 227

A land parcel or cadastral unit is a specified land area that is situated within a single commune or sangkat, which is not divided by a joint, indivisible boundary, belonging to a person or several persons in situation of undivided joint-ownership and which is used in a single manner.

A boundary is considered as joint and indivisible if it causes a division of the land into many Plots ("parcel" is used twice in Khmer), such as a fences, public roads, canals and water routes which are at least two meters wide.

Chapter 15

Cadastral Administration

Article 228

The organization and functioning of the Cadastral Administration shall be determined by sub-decree in accordance with the provisions of this law.

Article 229

The Cadastral Administration has the following tasks:

- To do a systematic land registration according to the dispositions of the sub-decree on the procedure of establishing cadastral index map and land register;
- To reinforce the sporadic registration system according to the procedures to be determined by sub-decree;
- To do the necessary cadastral plotting for all parcels in order to fix their limits, to allow their division, the union of some of them, the correction of parcels limits, and, in a general way, any change in their measurements whether its cause is natural or artificial;
- to produce a Land Title Register and to register the names of the owners and all collected data relating to the physical features, area, and identity of the* immovable properties;
- to register any transformation concerning a right occurring by way of a transfer contract such as sale, gift, exchange or transfers through succession and to register changes occurring in the nature or the state of the property such as a construction, filling in or digging up of land, etc;

- to preserve all cadastral documents including cadastral maps, name lists of owners, the Land Title Register and all legal documents relating to each land parcel;
- to issue to owners certificates on acknowledging them as owners of an immovable property and other certificates relating to land parcels;
- to compulsorily deliver to any person who so demands a copy extract of the map and information documents concerning the place, limits identification and rights related to such parcel;
- to register all mortgages, assurances and pledges or easements encumbering an immovable property and to provide information thereon to any person who seek information from the Land Title Register with regard to the situation of the property encumbered with a mortgage, assurance, pledge or easement.

Article 230

The rates of fees that relate to the carrying out of the various tasks that are stated above shall be determined by a common Prakas of the Ministry of Land' Management, Urban Planning and Construction and the Ministry of Economy and Finance.

Article 231

The Cadastral Central Administration, i.e. the General Department of Cadastre and Geography is responsible for the preparation, co-ordination and supervision of operations concerning cadastral measurements of immovable property in the Kingdom of Cambodia, and operations concerning the drawing up of cadastral maps, to produce an owners' names list and a Land Title register, and to issue title certificates acknowledging the owner of an immovable property or possession titles of an immovable property. Apart from this, the General Department of Cadastre and Geography must further determine the methods and standards relating to the various other documents:r

Article 232

The provincial/municipal and Srok/Khan . cadastral Offices shall implement all of the directives of the central office.

The provincial/municipal and Srok/Khan cadastral Offices are responsible for the conduct of surveys in coordination with other local authorities, the establishment of registers, the updating of the registers on a daily basis under the supervision of the central Cadastral Administration, the preservation of documents and the providing of information to any person requesting it.

Article 233

The Srok/Khan Cadastral Offices have to provide official copies of the cadastral documents to the concerned Khum/Sangkat. The Mekhum or Chau Sangkat shall allow anyone to consult the copies and must notify the relevant Srok/Khan office of any change in the state of ownership or change of owner occurred in their circonscription.

Chapter 16 Cadastral Surveys

Article 234

Cadastral surveys must be made according to techniques and methods specified by subdecrees.
Article 235

Where necessary, the Cadastral Administration can request the civil, military or police authority to assist it in the conduct of the field cadastral surveys. The Cadastral Administration is the only having competence to designate the owners of parcels, the nature of parcels, or their measurements.

Article 236

Any private individuals and in particular owners and concerned persons have the obligation to join and co-operate for the carrying out of the cadastral surveys. They must facilitate the physical operations relating to cadastral surveys, identify owners and give notice of any changes that have occurred concerning their own parcels, the state of the premises and any transfers of ownership.

Article 237

In the case of any dispute occurring at the time of the operations of the cadastral survey, concerning the measurements of a parcel or the name of its owner ' the cadastral officer in charge shall invite the interested parties to conciliate themselves. For a for disputes occurring in an area that is being surveyed according to the systematic registration system, an administrative commission has the duty to mediate the dispute. If such agreement is impossible,-the officer in charge'shall continue the cadastral survey and make a record of the dispute, but he shall refrain from deciding such dispute.

When a dispute occurs at the time of the delivery of the title, the Cadastral Administration may only take into account the name of the owner appearing on its registers. In no case shall the Cadastral Administration amend or deliver title to any other person.

Chapter 17 Registration And Cadastral Documents

Article 238

The Cadastral Administration Land Title Registry has the obligation to produce cadastral maps and Land Titling Register.

Cadastral maps cover the the zones that have been experience a systematic registration process and contain the boundaries of all public and/or private properties and mention the nature of such

immovable properties (lands for cultivation, forests, submerged land, lands for industrial construction, etc.). The production of cadastral maps shall be implemented according to the procedures provided in a sub-decree on procedures for producing cadastral maps and a Land Title Register. Each parcel of property shall be allocated a number.

The land register shows, according to each parcel number, the name of eA4 the owners and' the means of proper identification of such parcel, the description of the ownership, the measurements of the land parcel, the easements and other charges which encumber it. Any subsequent changes in such data must be entered in the register as soon as the Cadastral Administration is informed about it. Such register shall be maintained in triplicate, with one copy kept at the central Cadastral Administration Office and the other two copies kept at the provincial or municipal and Srok-Khan Cadastral Administration Offices.

The land register shows, by reference to the number of the title of ownership, mortgages, pledges, assurances which encumber the ownership.

Article 239

The cadastral maps and land registers have legal value and precise effect. The cadastral maps and land registers must contain no deletions, additions or any other modifications at the exception of those that have fteet been expressly authenticated.

Cadastral offices at all levels are legally responsible to ensure the due and proper maintenance of such land registers and the accuracy of survey operations and to preserve the documents.

Article 240

The request of cadastral information may never be refused, for the persons who are concerned. Copies of the information appearing on such registers shall be provided against a fee as determined in the Article 230 of this Law. I

Chapter 18

Cadastral Titles And Information

Article 241

The Cadastral Administration can deliver certificates acknowledging the owner of an immovable property, titles acknowledging the right of possession over an immovable property, a mortgage certificates, forms containing information and attestation documents relating to the nature, the legal situation, status and encumbrances of a land parcel by leaning itself on the cadastral documents and the land titling register.

Article 242

The certificates acknowledging the owner of an immovable property, titles acknowledging the right of possession over an immovable property can be given only to the owner or the legal title-holder of that immovable property.

Article 243

Cadastral information forms may be delivered to any person who applies for them. The Cadastral Administration is not liable in respect of any information supplied. Agents who provide wrong information to somebody requesting information shall be liable: Article 244
Cadastral attestations constitute official confirmation of legal documents.

ownership of immovable property can be established by documents of sale, gift, exchange, succession, that was made by any person authorized by Article 65 of this Law. They must be filed with the Cadastral Administration.

Article 245

The contract of sale, donation, exchange or succession is a private document that can not be directly registered. it is effective against third parties only once the modalities determined in the Article 244 of this Law have been accomplished.

Article 246

If the document of sale, donation, exchange or succession is in authentic form drawn up by an authorised person but has not been registered with the Cadastral Administration, it remains ineffective against third parties and the owners, assigns are liable for any consequences that the absence of registration may have.

TITLE VII PENALTY PROVISIONS

Chapter 19 Infringements On Immovable Property

Article 247

The infringements against ownership and the other rights relating to an immovable property can constitutes a penal offence punishable in accordance with the provisions of this statute and can be the object of civil remedies for the damages they may have caused."

Article 248

The following acts are considered as infringement on ownership and other legal rights on immovable property and constitute a penal offence within the meaning of this statute:
any ascerted/factual (Cak'-Espg ?) act or conduct aiming at violating somebody's possession

over an immovable property and committed in breach of titles established by the Cadastral Administration, any ascertained/factual (CaIC-Eft ?) act or conduct undertaken with respect to an area not yet covered by the Land Title Registry (=that has not experienced systematic registration yet), against peaceful holders or possessors whose ownership rights have not yet been fully established, any irregular or illegal acquisition of possession from the public domain of the State, or the private domain of the State that is not in accordance with the dispositions of the Article 17, Article 18 and Article 19 of this Law. any transformation of a concession into ownership except in case of land concessions responding to a social purpose.

Article 249

Infringements against property, within the meaning of the preceding article may be committed by competent authorities or by individuals acting alone or in complicity with employees or agents of such authority.

Article 250

Apart from the penal sanctions, infringements against ownership shall be remedied by an award of damages or an order that the property be restored to the state it was in prior to the commission of the offence. Competent authorities which are accomplices of such infringements are liable for the infringements and may be further sanctioned by disciplinary action.

Part 01: Infringements Against Public or Private Property Committed by individuals

Sub-part 01: Infringements against private property

Article 251

Any person who falsificate a title with the aim to make an official use of it, irrespective of its form, shall be considered as a crime of forgery and such acts shall be punishable with imprisonment of 1 to 5 years.

Article 252

Any persons involved in a scheme aiming to mislead or deceive the Cadastral Administration agents in the exercise of their tasks or the authorities in registering immovable property titles shall be punishable with a fine of 500,000 riels to 3,000,000 riels and/or imprisonment of 2 months to one year.

Article 253

Any person, who uses violence against a possessor in good faith of an immovable property; even if his title has not yet been established or if title is disputed, is punishable with a fine of 1,500,000 riels to 25,000,000 riels or/and imprisonment of 6 months to 2 years.
The perpetrator of the violence must further provide civil financial compensation for any injury or harm his violence may have caused to persons and property.

If the violence was ordered by a person, other than the perpetrators, but who did not personally participate in the commission of such violence, he shall be subject to the same penalties as the actual perpetrators of the violence.

Article 254

Under no circumstances is the use of private force-authorized in order to protect their title to property or to effectuate the execution of a court order for the expulsion or forced removal of an occupant. Any person who uses private forces for the above purposes shall be punished with a fine of 3,000,000 riels to 25,000,000 riels or/and imprisonment from 6 months to 2 years.

Article 255

Any person who sells or mortgages immovable property that does not belong to him shall be punished by imprisonment of 5 months to 3 years, regardless of whether any amount of damages was caused by his action.

Article 256

A land owner who cultivates on his own land, or intentionally provides or rents land to a third person to cultivate crops which are prohibited by law or regulations shall have its land seized to become part of the private domain of the State and shall be punished by a fine of 15,000,000 riels to 45,000,000 riels and shall be prosecuted under relevant penal laws.

Article 257

A co-owner (the Khmer term is "joint co-owner" which seems to refer to the co-owners in relation with the common parts) who infringes

on the commonly owned part of immovable property as stated in Article 180 of this Law shall be fined from 1,500,000 riels to 9,000,000 riels. In serious cases, the infringing coowner may be deprived of the ownership of his private areas of the property by order of the court. The right over the private areas of that person shall be put on sale for the benefit of the other co-owners.

Article 258

A co-owner who refuses to comply with his responsibility to maintain the common parts of co-owned property or does not respect the dispositions for public order as stated in Article 185 of this Law shall be fined from 500,000 riels to 3,000,000 riels.

Sub-part 02: Infringements Against the Public Domain

Article 259

Infringements against the public domain are punishable of imprisonment of one to five years and/or a fine of 5,000,000 riels to 50,000,000 riels.

The perpetrators must vacate the land immediately. They have no entitlement to any indemnity for works or improvements that they may have carried out on the property.

In case of a person who was in possession of a property belonging to the public domain of the State before this Law comes into force and has documents proving and attesting clearly that he bought this property from another person, he can request the competent authority to implement the legal rules relating to persons who have illegally sold property belonging to the public domain of the State so that the person who was abused in good faith can obtain financial compensation. Whatever the way he happened to become possessor, the victim has no right to go on possessing a property belonging to the public domain of the State.

Article 260

Any person who removes, moves the position of a marker or destroys a cement marker that marks a boundary, or the position of a cadastral sign or marker shall be warned by the competent authority. If there is a repetition of that offense by the same person, the offender shall be punishable with a fine from 500,000 to 3,000,000 riels and/or by imprisonment from 1 to 6 months imprisonment and shall also have civil liability for any offense caused by his act.

Part 02 : Infringements against public or private property by administrative authorities.

Article 261

Officials or public authorities, irrespective of whether it is acting under orders or not, that abuses its power to seize immovable property to dispossess a peaceful occupant of immovable property shall be subject to a fine of 10,000,000 riels to 25,000,000 riels, independently of any disciplinary sanctions. The abuse may consist of the falsification or creation of wrongful titles or by applying pressure or physical measures to expel such occupant.

The penalties shall be imposed on the perpetrators, irrespective of whether such dispossession was carried out for the benefit of the authority itself or for the benefit of a third party.

If the act of seizing immovable property is carried out with violence, the offender shall be imprisoned for 6 months to 2 years. The person who gave the wrongful order incurs the, same penalties as the parties executing the order.

Article 262 itted by a military or civil authority that is in charge of

When such an offence is cOmm ecurity in the area of the appropriated land or immovable defending the public order and s a fine of 3,0oo,000 riels to 3Q,000,000 riels, r shall be subject to

property, the offenders and shall also be subject to disciplinary

and/or shall be imprisoned from 2 to 5 years sanctions.

Article 263 or allows private individuals to act wrongfully on the rights
When an authority is indifferent, it shall be subject to a fine of 1,000,000 riels

of owners, possessors or peaceful occupants.
to 10,000,000 riels independently of any disciplinary sanctions.

Article 264 shall be punished by a fine of 1,000,000 riels to

Abuses committed by cadastral officials shall
5,000,000 riels independently of any disciplinary sanctions.

Such abuses include the delivery of false information given officially, the delivery of false titles to property, concealment of mortgages or other charges, demarcation intentionally deceptive and any negligence in the inscription of cadastral documents.

Article 265

infringements committed against land rights of indigenous communities by the authorities who are responsible for governing an area under the jurisdiction where the immovable property is located shall be punishable with a fine of 1,500,000 riels to 9,000,000 riels independently of any disciplinary sanctions.

Article 266 Infringements committed against an immovable property belonging to a pagoda by a person
shall compensate the pagodas for repair of the

who is in charge of a pagoda shall be required to return property to its original state and shall be fined 1,500,000 riels to 9,000,000 riels.

TITLE VIII

FINAL PROVISIONS

Article 267 Provisions contrary to the provisions of this law are repealed.
All laws and regulations contrary

Article 268 Immediate. This law is declared