

(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) 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

CHAPTER 1
PROPERTY PRINCIPLES

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

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

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

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 immov(y)-6(e.1(o)-12.1(m)1ad-5.9(hla)-Tc 0n2.1(m) 0

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

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 determinate 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

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ARTICLE 41

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

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, durin g the period of the

The land concession may not violate roadways or transportation ways or sidewalks or their

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~~ 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 immovable property sold against any significant latent defects, ~~or it shall be subject to the rescission of that sale, under penalty of rescission (I do not find ktikaePT in any dictionary)~~ Of the sale

ARTICLE 79

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

PART 04: ACQUISITION BY GIFT

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

PART 01: ENJOYMENT OF THE BENEFITS OF OWNERSHIP

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

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pou rges that

ARTICLE 98

~~If the Where plantations, constructions and developments have been made with bad faith by a third party with his equipment materials, the land's owner of the land shall be entitled, either to retain such materials or 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 with bad faith, such removal destruction shall be made at the cost of the third party, with no compensation; the latter may give 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 material 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 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 total destruction of the said the works, plantations or developments; he will have the choice either to pay reimburse the value of cost of the equipment the material 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 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 and 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 for 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.

to a line traced in the middle of it. Upon application of the provincial authority or of any

Upon expiration of the said lease, the lessor or his successors acquire, without any requirement

The only forms of limited proprietary rights ~~includes a usufruct, enjoyment, the right of use 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

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

Article 127

The usufructuary ~~can further~~ uses the rights, in the same manner as the ~~owner~~ 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 ~~and is~~ under his usufruct right.

Article 129

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

Article 130

The usufructuary shall be responsible for the is only bound to do

| 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

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

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

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 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

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.

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

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 the 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 duly authorized lawyer. The mortgage contract must be registered with a cadastral 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 to 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

- 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 8(es)6.7(relatin)6.5(a2 l f Q Oe70 2(t)-6(0 Tw(5.8(ier)6

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 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 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.

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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 titleholder 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 constitut-6.5(nt.-6(m)yyinslf th.9(l7(e)-6.5(cve)-6.5(ow)6.4(th i)-5.8(n)6.5s t)-5.8(h)6.5(-6.5(n(m)18.9

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 committed by a military or civil authority that is in charge of

When such an offence is committed in the area of the appropriated land or immovable property defending the public order and security a fine of 3,000,000 riels to 30,000,000 riels, the perpetrator 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 san

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

Abuses committed by cadastral officials sh
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
Infringements committed against 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 Any provisions of this law are repealed.
All laws and regulations con

Article 268 Redundant. This law is declar