

THE IMMOVABLE PROPERTY LAW OF 1993

(TENURE, REGISTRATION AND VALUATION) (AMENDMENT)



Section 38 Buildings Under Joint Ownership

**THE IMMOVABLE PROPERTY
(TENURE, REGISTRATION AND VALUATION)
(AMENDMENT) LAW OF 1993**

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A LAW TO AMEND THE IMMOVABLE PROPERTY (TENURE, REGISTRATION AND VALUATION) LAW

The House of Representatives enacts as follows:

1. This Law may be cited as The Immovable Property (Tenure, Registration and Valuation) (Amendment) Law of 1993 and shall be read as one with the Immovable Property (Tenure, Registration and Valuation) Law thereafter referred to as the "principal law".
Cap.224
3 of 1960
78 of 1965
10 of 1966
75 of 1968
51 of 1971
2 of 1978
16 of 1980
23 of 1982
68 of 1984
82 of 1984
86 Of 1985
189 of 1986
12 of 1987
74 of 1988
43 of 1990
65 of 1990
90(I) of 1992
2. The principal law is hereby amended by the repeal of section 6.
Repeal of
Section 6 of
principal law.
3. The principal law is hereby amended by the addition, immediately after section 38, of the following new Part:
Amendment of
principal law
by addition of a
new Part.

PART 11A BUILDINGS UNDER JOINT OWNERSHIP General Provisions

Interpretation 38A. In this part –

'appropriate authority' means the appropriate authority under the Streets and Buildings Regulation Law or any Regulations made or other administrative acts done by virtue thereof:

Cap.224
14 of 1959
67 of 1963
6 of 1964
65 of 1964
12 of 1969
38 of 1969
13 of 1974
28 of 1974
24 of 1978
25 of 1979
80 of 1982
15 of 1983
9 of 1986
115 of 1986
199 of 1986
53 of 1987
87 Of 1987
316 of 1987
108 of 1988
243 of 1988
122 of 1990
97(I) of 1992

'building under joint ownership' has the meaning ascribed thereto by section 38B:
'jointly-owned property' means every part of a building under joint ownership which has not been registered as a unit.

72 of 1984

'licensed underwriter' means an underwriter who, by virtue of the Insurance Companies Law, holds a license for the conduct of insurance business in the insurance field which is prescribed by or by virtue of this Law:

'limited jointly-owned property' means a part of a building under joint ownership allocated by virtue of section 38 for the exclusive use of one or more but not all the units:

'Management Committee' means the Management Committee provided by sections 38U TO 38CC:

'owner of unit' means the owner of a unit in the building under joint ownership and includes, in relation to a unit possessed under lease which has been registered on the basis of Part IV (hereinafter referred to as 'long-term lease') the long-term lessee or the long-term sub-lessee, as the case may be, except if the contract of lease provides that the long-term lessee or the long-term sub-lessee shall not be considered as owner of the unit for the purposes of this Part: long-term lessee or long-term sub-lessee shall be a lessee or sub-lessee holding under a lease or sub-lease which has been registered by virtue of Part IV. The term 'ownership of unit' shall be construed accordingly:

'Regulations' means the Regulations made by virtue of sections 38R to 38CC.

'standard regulations' means the Regulations set out in the Appendix:

'unit' means a story or part of a story, a room, an office, an apartment, a shop or any other part, or space of a building under joint ownership which may be appropriately and conveniently possessed and enjoyed as a complete, separate and self-contained unit for any purpose:

38B. Notwithstanding anything provided by this or any other Law –

(a) When a building consists of at least five units, even if the building with all its units belongs by ownership to a single owner it constitutes a building under joint ownership and shall be registered as such in accordance with section 38DD:

Provided that premises consisting of two to four units may constitute a building under joint ownership and be registered as such, if the owners of at least fifty per cent (50%) of the joint ownership or any two owners of units submit an application to that effect to the Director requesting that these premises constitute a building under joint ownership and be registered as such:

(b) every unit of a building under joint ownership shall belong, be possessed and enjoyed separately as private property and shall be registered as such in accordance with section 38DD.

For every unit a separate certificate of registration must be issued, and no other immovable property may be included in the same certificate of registration except the share in the building under joint ownership which

corresponds to this unit, as is prescribed by this Part, and any limited joint ownership allocated exclusively to this unit, as is prescribed by this Part.

- Application of laws governing unmovable property.
- Rights of owners of units for alterations, etc.
- Application of this Part to separate structures, etc. on the same plot of land.
- Ownership of jointly-owned property belonging to units and limited jointly-owned property.
- 38C. Subject to the provisions of this Part, every provision of this Law or any other Law relating to immovable Property shall apply, with the necessary adjustments, to units of a building under joint ownership.
- 38D. Subject to the provisions of this Part, the owner of each unit may make alterations, additions or repairs to his unit, provided that –
- These neither prejudice the rights of the owner or any other unit nor interfere with its enjoyment by its owner; or
 - These do not affect in any way the joint ownership, its smooth functioning or its enjoyment; or
 - These do not in any way affect the walls which support the building under joint ownership, its external walls or any Part of the structural elements thereof, or endanger in any way the safety or change the external appearance of the building under joint ownership in accordance with the provisions of the Regulations.
- 38E. The provisions of this Part shall apply, mutatis mutandis, to buildings consisting of more than one structure or wing or complex of structures existing on the same plot of land, even if they are not separated horizontally either completely or partly.

Units and Joint Ownership

- 38F.– (1) The joint ownership of a jointly-owned building shall belong, be possessed and enjoyed by all the owners of the unit in undivided shares, according to the proportion prescribed by section 38I, and shall belong to the units according to this proportion:
- Provided that a specific part of a jointly-owned property may be allocated for the exclusive use of a specific unit. In such a case, the Part of the jointly-owned property (hereinafter referred to as 'limited jointly-owned property') shall be specifically described in the certificate of registration of the unit.
- Provided further, unless otherwise provided in the Regulations, that the owners of the units may, at any time after the registration of the building under joint ownership and its units and by decision of the owners of at least seventy five per cent (75%) of the jointly-owned property and, as long as the Director is satisfied to that effect, decide to define a specific part thereof as limited joint ownership and to allocate it to a specific unit or units for exclusive use:
- Provided further that the Director may register a jointly-owned property as limited jointly-owned property if the refusal of the owner of the unit to consent to the definition of a part of the jointly-owned property as limited jointly-owned property obviously exceeds the limit insured by good faith or by the social or financial purpose of his right:
- Provided further that no decision may be taken by virtue of the foregoing proviso in relation to the staircases, the roof, the foundations, the main walls supporting the whole jointly-owned property, the lifts the corridors and the spaces or the installations intended to serve all or some of the owners. Each decision which violates this proviso shall be void and without effect and no registration shall take place by virtue thereof.
- (2) The certificate of registration of a unit shall also mention any limited joint ownership allocated to this unit for exclusive use.
- (3) Each disposal or transaction in relation to a unit shall include –

- (a) The share in the jointly-owned property which belongs to the unit without express reference to this share.
- (b) any limited joint ownership allocated exclusively to this unit for exclusive use without express reference thereto.
- and every disposal or transaction in connection with this share in the joint ownership or in connection to the limited joint ownership or any part thereof or share therein independently of the unit shall be void.
- (4) Subject to the provisions of the Streets and Buildings Regulation Law, the owners of the units may, by decision of the owners who own a hundred per cent (100%) of the jointly-owned property decide to reduce or extend the area of the land which constitutes part of the jointly-owned property.

Provisions relating to ownership in undivided shares do not apply.

- 38G. The provisions of this Law relating to the ownership in undivided shares do not apply to jointly-owned property:
Provided that nothing shall prevent co-ownership of a unit or the partition of its co-ownership.
- Area of unit. 38H.– (1) The area of a unit consists of the covered area surrounded by the outer walls of the unit and the covered and uncovered verandas and the covered and uncovered balconies of the unit are included therein. Where common walls exist between units or between a unit and a jointly-owned property, the area of these walls shall be distributed equally among the units which have common boundaries or between the unit and the jointly-owned property, as the case may be.
(2) The area of the unit must be written on the certificate of registration of the unit.
- Share in jointly-owned property. 38I The share of the owner of the unit in the jointly-owned property which corresponds and belongs to the unit shall be prescribed by the owner of the immovable property on which a building under joint ownership is built and shall correspond to the proportion of the value of this unit in relation to the total value of all units of the building under joint ownership. For the determination of the proportion of a share, fractions smaller than the one hundredth shall not be taken into account:
Provided that the Director may specify a value other than the value of the unit specified by the owner of the immovable property, if he considers that there is discrepancy between this and the real value.
Provided further that the share of the owner of a unit in the jointly-owned property which corresponds and belongs to the unit, in relation to a building for which a building permit has been issued before the date of application of this Law, unless agreed otherwise shall correspond to the proportion of the value of the unit in relation to the total value of all units of the building under joint ownership at the prices as at 1st January 1980 which have been prescribed by the provisions of the Part VII of this Law.
Provided further that, in the case of a building the plot ratio of which has not been used the Director shall specify this proportion, after taking into consideration the total value of the units which may be built at the prices as at 1st January 1980.
- Partition of jointly-owned premises consisting of separate structures, etc. 38J.– (1) When jointly-owned buildings consist of separate structures or wings or a complex of buildings situated on the same plot of land are self-contained and have separate entrances, then, unless otherwise provided in the Regulations, the owners of the units may, by decision of the owners of at least seventy five per cent (75%) of the jointly-owned property or any part thereof, which is situated in every structure or wing or complex of buildings, shall belong only to the units included therein and that every such structure or wing or complex of

buildings and the jointly-owned property situated therein belonging to these units shall be considered as a separate jointly-owned building.

Provided that the jointly-owned buildings may be partitioned as mentioned above, even if certain services or installations or any other jointly-owned property serving them cannot be partitioned and must remain jointly-owned by all owners. In such case these services, installations or any other jointly-owned property shall be deemed to belong to all units in proportion to their share in the jointly-owned building in accordance with the provisions of this Law.

- (2) No decision for the partition of the jointly-owned building by virtue of subsection (1) is valid unless approved by the appropriate authority.
- (3) The Director on being satisfied that the provisions of subsections (1) and (2) have been adhered to, shall proceed with the appropriate amendment of the relevant registrations.

Maintenance, Insurance, etc. of Jointly-Owned Buildings

- Expenses for maintenance, etc., of jointly-owned property.
- Insurance of jointly-owned buildings.
- 38K.– (1) The owners of all the units shall participate in the expenses which are necessary for the insurance, maintenance, repair, restoration and management of the jointly-owned property and for securing the services prescribed by this Part or by the Regulations. The proportion of the share of each owner in the expenses shall be prescribed by the Regulations on the basis of the area of each unit.
 - (2) If any owner omits or neglects to comply with the requirements of this section, the Management Committee may proceed with any act and expense which is reasonably necessary for this purpose and may recover by legal action the sum owed by the non-conforming owner in accordance with the provisions of this Law.
- 38L.– (1) The Management Committee must insure and always keep insured the jointly-owned building against fire, lightning and earthquakes with a licensed underwriter for the sum which the Management Committee considers as corresponding to its replacement value. For any other risks insurance is Compulsory, only if this decided by a percentage of the owners above fifty percent (50%).
 - (2) The Management Committee shall contract any other insurance required by any other Law.

Partial or Total Destruction of Jointly-Owned Buildings and Termination of Joint Ownership

- Partial or total destruction of a unit.
- 38M. In case of partial or total destruction of a unit by any cause, the owner of this unit shall take measures, within the absolutely necessary time limit and at his own expense, shall take measures for the reconstruction, repair or restoration of the unit and re-instatement to its previous state: priority must be given to the reconstruction of the parts or areas which affect the uninterrupted use and enjoyment of the other units or the jointly-owned property. The owner of a unit who omits or neglects to comply with his obligations under this section shall be obliged in addition to any other obligation or responsibility imposed on him by or under this Part or the Regulations, to compensate the other owners of units if

due to his negligence or omission the interruption of the free, uninterrupted and full use of these units or the jointly-owned property is continued.

Partial destruction of jointly-owned building.

- 38N. In case of partial destruction of a jointly-owned property by any cause, the Management Committee shall use the insurance money, as soon as it receives it, for the reconstruction, repair or restoration of the jointly-owned property.
- 38O.– (1) The jointly-owned building shall be considered as totally destroyed when this is decided by the owners of a hundred per cent (100%) of the units of the jointly-owned property at a general meeting convened for this purpose.
(2) In case a decision is reached by virtue of subsection (1), according to which a jointly-owned building is considered as totally destroyed, the owners of the units shall decide on the measures that must be taken at a general meeting convened especially for this purpose. The decision must be taken unanimously.
(3) If the owners of the units do not reach an agreement on the basis of this section in relation to –
(a) Whether the jointly-owned building shall be considered as totally destroyed by virtue of subsection (1); or
(b) on the measures that must be taken by virtue of section (2), an application may be submitted to the Court for a decision in relation to the above matters and the Court has jurisdiction to issue a decision in relation to the matters in issue.
(4) The Court shall decide that the jointly-owned building is totally destroyed if it reaches satisfied that, having taken into account the rights and the interests of the owners of the units as a whole, it is fair to consider the jointly-owned building as totally destroyed.
(5) If the Court decides that the jointly-owned building is totally destroyed or if it reaches a decision in relation to the measures that are to be taken by virtue of subsection (2), the Court may by order impose such terms and give such directions, including directions for the payment of sums of money, as it considers expedient for the fair distribution of the consequences of the decision among the owners of all the units.
(6) If the court decides that the jointly-owned building is not totally destroyed, it may give any directions it considers expedient, including directions for the reconstruction or restoration, in whole or in part, of the jointly-owned building. In the exercise of the powers conferred on it by this subsection, the Court may make such orders as it considers necessary or expedient for the carrying out of its directions, including orders –
(a) for the use of the insurance money received by the Committee in relation to damage to the jointly-owned building;
(b) for the payment of sums of money by the owners of the units or by one or some of them:
(c) by which such terms are imposed, as the Court considers expedient.
(7) For the purposes of this section, the application may be submitted to the Court by the Management Committee or by any owner of a unit or by any person who has registered real encumbrance or right.
(8) In case of submission of an application to the Court by virtue of this section, every licensed underwriter who contracted an insurance in relation to the jointly-owned building has the right to appear before the Court.
(9) The Court may amend any order it has made by virtue of this section.
(10) In case of submission of an application by virtue of this section, the Court may make an order in relation to the payment of costs, as it considers expedient.

Total destruction of jointly-owned building.

Sale of
jointly-
owned
building.

- 38P. The decision for the sale of a jointly-owned building may be taken by the owners of one hundred per cent (100%) of the joint ownership.

Interest of
owners of the
units in case of
destruction or
termination of
jointly-owned
building.

- 38Q. In case of total destruction of the jointly-owned building, as provided by section 38O, or in case of sale of the jointly-owned building, as provided by section 38P, or of compulsory acquisition, the respective interests of the owners of the units shall be their respective shares in the joint ownership, as provided by section 38I.

Regulations

38R.– (1) Jointly-owned buildings shall be regulated and governed by Regulations to be made in accordance with the following provisions. These Regulations shall provide for the control, operation, management, administration, use and enjoyment of the units of the jointly-owned property and shall regulate the relations between the owners of the units and their rights and obligations in relation to the jointly-owned building and joint ownership.

- (2) The owners of the units of jointly-owned buildings may draw up Regulations and amend, revise, replace or revoke them by a decision of the owners of at least seventy-five per cent (75%) of the joint ownership, except if a different percentage is prescribed by or by virtue of this Part in relation to any specific matter.
- (3) The standard regulations shall apply in relation to jointly-owned buildings for which a building permit has been issued and which have not been filed in the Land Registry as jointly-owned premises:

Provided that, after the registration of the jointly-owned buildings, the owners of the units may draw up Regulations and amend, revise, replace or revoke them, as provided by subsection (2).

- (4) Regulations drawn up by virtue of this Part must be in accord with the provisions of this Law.
- (5) No Regulation and no amendment, revision, replacement or revocation of any Regulation may have the effect of –
- (a) prohibiting or limiting the transfer of the units by succession or any transfer, lease, mortgage or other transaction in relation thereto or extinguishing or amending any easement or right constituted by or by virtue of this Law or any other Law or which is the result thereof;
- (b) terminating, altering or abolishing the rights of any owner of a unit;
- (c) imposing upon any owner of a unit an obligation or payment the nature or degree of which is not specified by or by virtue of this Part or the Regulations except if this occurs following the consent of the owner of the unit;
- (d) defining a specific part of the jointly-owned property as limited joint ownership and allocating it Exclusively to a specific unit, except if this is done in accordance with section 38F.

- Registration of
Regulations and
binding effect.
- 38S. – (1) All Regulations made in accordance with the provisions of section 38R and every amendment, revision or replacement thereof shall be registered by virtue of subsection (2) and, following such a registration, shall bind every owner of a unit and every subsequent owner of a unit.
- (2) The registration of the Regulations or of any amendment, revision, or replacement thereof shall take place after the Management Committee submits a duly certified copy thereof to the Director and the Director shall file a note therefor in the Land Register.

- Standard
Regulations,
Appendix.
- 38T. – (1) When no registration of Regulations takes place by virtue of section 38S, the standard regulations set out in the Appendix shall be considered as Regulations registered in relation to the jointly-owned building in question.

(2) When the Regulations registered by virtue of section 38S do not provide for a certain issue, this issue shall be governed by the respective provision of the standard regulations.

Management Committee of jointly-owned buildings.

38U. Each jointly-owned building must have a Management Committee for the regulation and management of its affairs. The Management Committee shall be established and shall act in accordance with the provisions of this Part and the Regulations.

First Management Committee.

38V.– (1) After a jointly-owned building is registered in the Land Registry, the Director shall have the obligation, if requested by the owners of the units who have applied for registration, to appoint in writing a temporary Management Committee of the premises until the first Management Committee is established by virtue of the Regulations. The composition of the temporary Management Committee shall be in line with the proposal of the owners of the units who applied for registration. If there is no such proposal, the Director, at his discretion, shall appoint a Management Committee out of the owners of the units of the jointly-owned building or, if this is not possible, out of the other persons; in the latter case, he may specify a fee.
(2) A Management Committee appointed by virtue of subsection (1) shall be considered for all purposes as a Management Committee established by virtue of the provisions of this Part and the Regulations.
(3) The term of office of Management Committee appointed by virtue of subsection (1) shall end on the day specified by the Regulations.

Procedure in case of non-existence of Management Committee.

38W.– (1) If no Management Committee has been established by virtue of the provisions of this Part or the Regulations or if the Management Committee has ceased to operate, the Director may appoint a Management Committee for the jointly-owned building and the provisions of section 38V shall apply mutatis mutandis to the appointment, the definition of remuneration and the legal status of the Committee.
(2) When the Regulations provide for the election of the Management Committee by the general meeting, the Director shall not exercise the functions provided by subsection (1), except if he convenes a general meeting of the owners of the units for the election of a Management Committee and at this meeting no Management Committee is elected or if he is satisfied that under the circumstances it is not possible to convene a general meeting.

38X. The remuneration specified by the Director of the Management Committee which is appointed by virtue of section 38V or 38W shall constitute an expense towards which the owners of the units shall be obliged to contribute by virtue of section 38K.

Remuneration of Management Committee.

38Y.– (1) The Management Committee shall act on the behalf and for the benefit of the owners of the units, shall be responsible for the implementation of the Regulations, shall have the powers and obligations prescribed by or by virtue of this Part or the Regulations and shall exercise the powers and carry out the duties prescribed by or by the virtue thereof.
(2) Without prejudice to the generality of subsection (1), the Management Committee may –
(a) Sue and be sued in relation to any matter concerning the joint ownership or the jointly-owned building;

Functions of Management Committee.

- (b) sue for and in relation to any damages or injury caused to the jointly-owned property by any person, irrespective of whether this person is an owner of a unit;
- (c) enter into contracts in relation to any matter concerning the maintenance and management of the jointly-owned building;
- (d) sue and be sued in relation to any matter concerning the application of the provisions of this Law or the Regulations made by virtue thereof.

- Duties of Management Committee.
- 38Z.– (1) The Management Committee has, among other things, the obligation –
- (a) To control, operate, manage and administer the jointly-owned property and to do any act which is necessary for the implementation of the Regulations and for the control, operation, management and administration of the jointly-owned property and for securing the services prescribed by virtue of this Part or the Regulations;
 - (b) to maintain in good condition and operation and to preserve the jointly-owned property and such other parts of the jointly-owned building and the improvements, constituent parts and fixtures, as may be assigned to it by or by virtue of this Part of the Regulations;
 - (c) to perform the duties imposed upon it by or by virtue of this Part or the Regulations;
 - (d) to convene a general meeting of the owners of the units at least once a year and every other meeting prescribed by this Part or the Regulations;
 - (e) to comply with every notice, order or other decision of any competent administrative body, authority or person in relation to the jointly-owned property;
 - (f) to contract any insurance prescribed by or by virtue of this Part or the Regulations;
 - (g) to pay insurance premium in relation to any insurance it contracted;
 - (h) to dispose the insurance money it receives, as is prescribed by or by virtue of this Part or the Regulations.
- (2) In contracting any insurance by virtue of subsection (2) of section 38L the Management Committee shall be considered as having insurable interest in the cost of replacement of the jointly-owned property and in contracting any insurance which is permitted by or by virtue of this Part or the Regulations the Management Committee shall be considered as having insurable interest in the object insured.
- (3) No insurance which is allowed by or by virtue of this Part and is contracted by the Management Committee in relation to the jointly-owned building shall be subject to setting off with any other insurance, with the exception of insurance which is allowed by or by virtue of this Part or the Regulations in relation to the same building.

- Powers of Management Committee.
- 38AA.– (1) The Management Committee, among other things, has power –
- (a) To establish and maintain a fund which in its discretion is adequate and which may use:
 - (i) For the management expenses and for the control, operation, administration and management of the jointly-owned property and for the payment of insurance premiums; and
 - (ii) for the execution or fulfilment of any function, duty or obligation it has;
 - (b) to prescribe from time to time the sums to be received for the purposes mentioned in paragraph (a) and the time and manner of payment of the sum which must be paid by virtue of section 38K by each owner of a unit;
 - (c) to receive the sums prescribed in this manner by the imposition of a contribution on the owners of the units by virtue of section 38K;

- (d) to recover by action from the owner of a unit any sum of money spent by the Management Committee for repairs or works carried out by it or at its discretion with the purpose of complying with any notice or order of an appropriate administrative body, authority or person in relation to part of the building including the unit belonging to the owner.
- (2) Subject to the provisions of subsection (3), each contribution imposed as provided in subsection (1) may be demanded and must be paid after reaching the relevant decision and the Management Committee may recover by legal action the contribution from the person who owns the unit at the time the decision is taken and the person who owns the unit at the time the action is brought, when both are responsible jointly and severally.
- (3) The Management Committee, following an application by the owner of a unit or by any person authorised in writing by him, shall certify:
- the amount of the contribution of the owner of the unit;
 - the manner of payment of the contribution; and
 - the amount of the contribution paid by the owner of the unit.
- This certification shall constitute *prima facie* evidence of the matters certified therein for the benefit of every person dealing with this owner.

- General meeting of owners of units.
- Decisions of owners of units.
- 38BB. If the general meeting of the owners of the units is not convened in due time in accordance with the Provisions of the Regulations, the Director may, following an application of any owner of a unit, convene it and specify the matters for discussion. In such a case, the provisions of the Regulations, which govern the general meeting, shall apply as if a meeting had been convened in accordance with these provisions.
- 38CC. Every decision of the owners of the units which is reached in accordance with the Regulations and is filed in the record of decisions shall bind every owner of a unit whether he was an owner of a unit at the time the decision was reached or whether he became an owner of a unit subsequently. Every owner of a unit may inspect the record of decisions at a reasonable time.

Registration of Jointly-Owned Buildings, Units and Jointly-Owned Property

- Registration of jointly-owned building.
- 38DD.–(1) No registration of a jointly-owned building, unit, limited jointly-owned property and jointly-owned property belonging to the units by virtue of this Part shall take place, without the submission of all the required documents and the observance of all the requirements provided by this or any other law.
- (2) The Registration of a jointly-owned building in the Land Register takes place following an application submitted by the owner of the building or the owners of the units which constitute it. In case any owner refuses to apply the application is submitted by any one of the owners. In such a case, the Director has the right to proceed with a search and to register the building as a jointly-owned building, if he is satisfied to that effect.
- For the registration in the Land Register, the Director shall register every unit and the limited jointly-owned property allocated exclusively to it and the share in the jointly-owned property belonging to it, as it is prescribed in this Part. For this purpose the relevant provisions of this Law shall apply, except if there is a specific provision in this Part concerning any matter.

Provision
and
transitional
provisions.

- 38EE. The registration of buildings which took place before the entry into force of this Part by virtue of section 6 shall be valid and effective, as if this Part had not entered into force:

Provided that the provisions of sections 38L to 38CC, both inclusive shall apply, mutatis mutandis, to buildings registered before the entry into force of this Part by virtue of section 6, as if they had been registered by virtue of this Part.

Regulations

- Regulations 38FF.– (1) The council of Ministers may make Regulations and publish them in the Official Gazette of the Republic for the better application of the provisions of this Part.
- (2) Without prejudice to the generality of subsection (1), any such Regulations may provide for all or any of the following matters:
- (a) The prescription any form of application, notice or other document which is allowed or required the provisions of this Part;
 - (b) the prescription of duties or fees in relation to any document or matter under this Part;
 - (c) generally for the better application of the provisions of this Law and the prescription of any matter or thing which needs prescription or may be prescribed by virtue of the provisions of this Part.

4. The principal law is amended by the addition, immediately after the Fourth Table of the Appendix, which is set out in the Table of this Law.

Amendment of
principal law by
addition of
Appendix.
Table.

TABLE
(Section 4)
Appendix
(Section 38T)
Standard Regulations for the Regulation and
Management of Jointly-Owned Buildings

PART 1 – INTERPRETATION

- 1.– (1) In these Regulations –
'Law' means Part IIA of the immovable property (Tenure, Registration and Valuation) Law or any Law amending or replacing it and includes the Regulations made under any of its provisions:
'owner' means the owner of the unit.
- (2) Unless the context otherwise requires, words or phrases included in these Regulations have the meaning ascribed thereto by the Law.

PART II – DESCRIPTION OF JOINTLY-OWNED BUILDING

2. (Detailed description of jointly-owned building including the joint ownership, namely description of the floors, the units, the limited joint ownership, the basement, the ceilings, the roof, the external structures, the parking places, the installations, etc.)

PART III – TABLE A AND TABLE B

- 3.– (1) The proportion of the jointly-owned property belonging to each unit, as provided by section 38I of the Law, and the percentage of votes each owner is entitled to at the voting provided by Regulation 25 shall be set out in a Table in accordance with the form of Table A which is attached to these Regulations.
- (2) The share of each owner in the expenses for the maintenance etc. of the jointly-owned property, as provided by section 38K of this Law, shall be set out in a Table in accordance with the form of Table B which is attached to these Regulations

Table A

Table B

PART IV – RIGHTS AND OBLIGATIONS OF OWNERS OR OCCUPIERS OF UNITS

4. Every owner may carry out alterations, additions or repairs to the interior of the unit he owns, join adjacent units, increase the area of a unit he owns after merging it with a part of another adjacent unit which he also owns, or join completely or partly by means of an internal staircase one or more units which he owns with one or more units situated above which he owns:
- Provided that no alteration, addition or repair –
- (a) Shall prejudice the rights of the owner of any other unit or interfere with its enjoyment by the owner of the other unit;
- (b) shall affect in any way the jointly-owned property, its smooth functioning or its enjoyment; and
- (c) shall in any way affect the walls supporting the jointly-owned property and its external walls, shall endanger in any way the safety of the jointly-owned property or shall affect its external appearance.
5. As soon as each owner takes possession of his unit, he has the obligation to pay to the Management Committee or the seller, if a Management Committee has not yet been appointed, the sum of money which is to be prescribed in accordance with these Regulations, which shall represent his share in covering the initial management and administration expenses of the jointly-owned property. In addition, the owners for the time being shall pay to the Management Committee the total sum, which is to be prescribed in accordance with the Law and these Regulations. Each owner shall contribute towards this sum (in) proportion to the area of his unit as is provided by section 38K of the Law as shown on Table B which is attached to these Regulations. Every person who subsequently becomes owner of a unit has the same obligations to contribute towards this sum. This sum shall be used as a consolidated reserve towards the common expenses of the jointly-owned property, including the insurance of the jointly-owned building in accordance with the Law.
6. The Management Committee shall submit a statement every three months to the owners, which shall state the expenses of the three previous months, the nature and whether any member of the Management Committee who is an owner has contributed towards the expenses. The initial payments by the owners shall be used for payment of the expenses incurred in the first and in subsequent years. If these initial payments prove to be insufficient to cover the expenses (of) the three-month period, the owners shall increase respectively the above mentioned amount, following a written notice from the Management Committee to each owner.

Table B

7. No owner or occupier –
 - (a) Shall use any unit –
 - (i) For any illegal purpose;
 - (ii) (state the uses which are not permitted on the basis of the nature of the premises, namely residence or work);
 - (iii) generally for any use which may create noise, bad smell or other nuisance or which might turn out to be harmful to the health or dangerous for the safety of the owners, leaseholders, lessees, licensees, occupiers or those who use the other units, or which (is) not appropriate in terms of morals or decent behaviour; or
 - (iv) part of the jointly-owned property in such a way as to affect the appearance or aesthetics of the jointly-owned building or (the) unobstructed and uninterrupted use by the owners, lease holders, lessees, licensees, occupiers or those who use the other units of a jointly-owned building;
 - (b) shall alter the use of his unit which was initially agreed to another (use) which is contrary to these Regulations or which is prohibited by them;
 - (c) subject to his rights in relation to any limited jointly-owned property which was allocated for the exclusive use of his unit, shall move, replace or in any way interfere with any part of the jointly-owned property.
 8. No owner or occupier shall, without the prior consent of the Management Committee and in contravention of the provisions of any relevant Law (or) Regulations –
 - (a) Post up, expose, or place any object or clothing from a balcony, (??), verandah, roof, fence, door or window or from any other external part of the jointly-owned building or (from) any part of the jointly-owned building in such a manner as to be visible from outside;
 - (b) desert, place or keep any object at the main or auxiliary entrance, or staircase, stair-head, corridors, roof, lift or any other part of jointly-owned building;
 - (c) carry heavy objects using the lift;
 - (d) alter the colour of the windows, doors, balconies, verandahs, fences or external walls of the jointly-owned building and in general of any structure on an external wall, surface or part of the jointly-owned building;
 - (e) post up, place or allow the posting up or placing of any billboard, poster, advertisement, announcement, neon sign or notice of any kind on any external part of the jointly-owned building or on the roof of any window or other part of the jointly-owned building in such a manner as to visible from outside;
Provided that the owners, leaseholders, lessees, licensees or occupiers or those who use the units may place next to the main entrance and next to the entrance of their unit, in an appropriate place to be specified by the Management Committee, small signs with their name and occupation, the dimension of which may be prescribed by the Management Committee;
 - (f) possess, store or use any objects or substances which may disturb the other owners, lease holders, lessees, licensees or occupiers of the units or the persons who use the units or the neighbours because of the smell, smoke, dust or soot emerging from or produced by them and in general any flammable or dangerous objects or substances, or do anything which may affect or cancel any fire insurance relating to the jointly-owned building or the jointly-owned property or any thereof or increase the premium of such insurance;
 - (g) use solid fuel in preparing food;
 - (h) throw in the sink, toilet, basin, bidet, shower or bath or in the sewage system any compact or useless objects or objects which may block the ducts or pipes,

pollute the atmosphere or from which flammable or dangerous gases may emerge, or throw in the ducts or pipes anything that may cause damage to them;

- (i) place useless objects or garbage anywhere else other than in rubbish containers or at other places intended especially for this purpose;
- (j) hang, shake, brush, clean or beat carpets, pillows or other household items or clothing from any balcony verandah, roof, fence, stair-head, door or window of any unit or from any part of the jointly-owned property;
- (k) keep any animal in any unit;
 - Provided that one may keep a domestic animal which does not cause any disturbance or contravention of any Law or Regulation which is in force;
- (l) permit singing or the playing of any music or mechanical instrument or the use of any gramophone, radio, tape recorder, television or recording apparatus in such a manner as to disturb any owner, leaseholder, lessee, or occupier under license of any other unit;
- (m) place or set up tents or air condition apparatus on a balcony, verandah, roof, door, window, skylight wall or other external surface of the jointly-owned building or above or below these, without the prior written consent of the Management Committee in relation to their position, colour, size and shape;
- (n) erect, expose, place or post up, or permit the erection, exposure, placing or posting up outside his unit or on any external part of the jointly-owned building or any part of the jointly-owned property, a radio or television antenna or a wire or pole or any other apparatus or object;
- (o) place or plant any plants on a balcony, veranda, roof, window, wall or other external surface of the jointly-owned building other than decorative plants in elegant pots or other appropriate containers which are in harmony with the whole appearance of the jointly-owned building, which have been approved by the Management Committee and from which water does not leak;
- (p) pour or allow the pouring of water or other liquids from his unit to the units of the other owners or to the jointly-owned property or in general outside the jointly-owned building.

9. Every owner is obliged to –

- (a) Allow the Management Committee and its representatives at reasonable times and after giving notice – provided that no notice is required for urgent cases – to enter his unit in order to inspect, maintain, repair or replace pipes, wires, cables and ducts of the unit which may be used in relation to the enjoyment of any other unit or jointly-owned property or for maintenance or repair or in order to secure compliance with these Regulations;
- (b) carry out promptly every work imposed on him by an appropriate administrative body, authority or person in relation to the jointly-owned property and to pay every tax, duty or charge which has been paid in relation to his unit;
- (c) repair and maintain his unit and keep it in good condition;
- (d) pay promptly every sum which he must pay by virtue of this Law and the Regulations;
- (e) notify immediately the Management Committee of every change of ownership, possession or use of his unit;
- (f) notify the Management Committee of his unit whenever he is absent, if his absence lasts for more than fifteen days.

10. Every owner has the obligation, when he grants a leasehold or enters an agreement to grant a leasehold, lease, license or other agreement for the possession or use of his unit, whether with consideration or not, to secure, as part

of his obligations, that this leasehold, lease, license or other agreement shall include a term with an express notification to the leaseholder, lessee or occupier under license about the obligations of the owner, lease-holder, lessee or occupier under license by virtue of these Regulations and with an express provision binding the leaseholder, lessee, or occupier under license in relation to the unconditional acceptance of all provisions of these Regulations.

11. Every owner has the right to require, through the Management Committee or directly from the contravening owner in case the Management Committee neglects or refuses to act on behalf of the owner, that the contravening owner reinstate every damage that was caused by the contravention of any of the provisions of these Regulations.
12. Every owner has personal responsibility to the other owners and to every third party for each contravention of any provision of these Regulations by himself and by every lease-holder, lessee, or occupier under license of his unit, whether with consideration or not, and also for any deterioration of the condition of or any damage to the jointly-owned property that was caused by any act or omission of the owner or the lease holder, lessee or occupier under license.
- 13.–
 - (1) All the rights and obligations of the owners which emanate from the provisions of these Regulations shall continue to belong to and burden the owner of every unit, whether or not the unit is possessed or used by its owner or any other person deriving his rights from the owner. If a certain unit is not being used or remains unused for any period of time, the owner shall remain responsible for the fulfilment of each of his obligations and for the payment of the expenses corresponding to his unit, as is prescribed by these Regulations.
 - (2) In case the owner refuses to pay any sum which he owes by virtue of section 38K, the leaseholder or legal occupier of the unit may pay the above mentioned sum and deduct it from the sum which he shall pay to the owner as rent, unless a private agreement provides otherwise.

PART V – GENERAL MEETING OF OWNERS

14. The first general meeting of the owners shall be convened within three months from the date of registration of the jointly-owned building in the Land Register.
15. Every subsequent general meeting of the owners shall be convened once a year, provided that the period of time between the date of an annual general meeting and the next one may not exceed fourteen months.
16. Every general meeting, apart from the annual general meeting, shall be called an extraordinary general meeting.
17. The Management Committee may, whenever it considers expedient, and has the obligation to convene an extraordinary general meeting, following a written application by the owners of at least twenty-five (25%) of the jointly-owned property, as is prescribed by section 8 of the Law and as is shown on Table A Which is attached to these Regulations. If the Management Committee does not convene a meeting within fourteen days from the day the application was submitted to it, the owners of the units who submitted the application may convene the meeting.

- 18.– (a) For every general meeting seven days' notice must be given which shall prescribe the place, date and time of the meeting and, in case of special business, its nature. In case there is an accidental omission to give such notice to any owner or in case any owner does not receive such notice, no proceeding at such meeting shall be rendered void.
- (b) A notice posted at a conspicuous place at the jointly-owned building shall be considered as having been given to every owner of a unit one day after its posting.
19. Apart from the study of the accounts and the election of the members of the Management Committee by the annual general meeting, every business talking place at an annual general meeting or at any extraordinary general meeting is considered as special.
20. Unless otherwise provided by this Law or the Regulations, no business shall take place at any general meeting if there is no quorum of the persons who are entitled to vote at the time when the meetings deals with the business. There is quorum if there are present, in person or by proxy, fifty per cent (50%) of the owners of the jointly-owned property as shown in section 38I of the Law and in Table A which is attached to these Regulations.
21. If there is no quorum half an hour after the time set for the general meeting, the meeting is postponed for the same day the following week, at the same place and time. If (there) is also no quorum at this general meeting half an hour after the time set for the general meeting, the persons who are present and entitled to vote constitute a quorum.
22. At the beginning of the general meeting the President and the Secretary of the meeting must be elected.
23. The decisions of the general meeting must be taken by raising of hands, unless any owner present in person or by proxy demands that voting be held. If the holding of a voting is not demanded, a statement of the President that a decision was taken by raising of hands, shall constitute irrefutable evidence of this, without proof of the number or percentage of votes cast for or against the decision. The demand for the holding of a voting may be revoked.
24. If the holding of a voting is demanded, this shall take place in a manner which the President considers right and the result of the voting shall constitute the decision of the meeting.
25. In case of equality of votes, by voting or by raising of hands, the President of the meeting shall have a second or casting vote.
26. In case the decision is taken by raising of hands, each owner shall have one vote: if the decision is taken by voting, each owner shall have a number of votes which corresponds to the share in the joint ownership which belongs to his unit, as is provided by section 38I of the Law and as is shown in Table A which is attached to these Regulations.
27. The votes may be given in person or by proxy, irrespective of whether the decision is taken by raising of hands or by voting.

Table A

Table A

28. The appointment of a proxy must be made by a document signed by the person who appoints the proxy or by his representative. The proxy may be general or appointed for a specific meeting and does not have to be any owner.
29. If the owner of a unit is a legal person, it may participate in the meeting and vote by proxy appointed in accordance with the provisions governing the legal person.
30. When the unit belongs to more than one owner, the co-owners may, by a document signed by all the co-owners or their representatives, appoint one of them or any other person as proxy for all general meetings or for a specific general meeting.
31. Except where a unanimous decision is required by or under this Law, no owner is entitled to vote at any general meeting, unless all payable contributions in relation to his unit have been paid.
32. If the owner is a trustee, he shall exercise the right to vote in relation to his unit while the beneficiaries of the trust will be excluded and these beneficiaries shall have no right to vote.
33. Decisions at the general meeting are taken by majority of votes of the persons present and entitled to vote, unless a larger or special majority is prescribed by the Law or these Regulations. When a special majority is prescribed by the Law or these Regulations in relation to any matter, no decision in relation to this matter is valid, unless taken by the majority prescribed.
34. A decision imposing on any owner obligations or payments of any kind or extent which are not provided by the Law or these Regulations or which alters his rights, is not applicable in relation to this owner, unless he consents to it.
35. The secretary of the general meeting has the obligation to keep minutes of the proceedings in an appropriate manner.

PART VI – MANAGEMENT COMMITTEE

36. At the first general meeting the owners specify the number of persons who shall constitute the Management Committee, which may not exceed five, and elect the person or persons who constitute the Committee.
37. If the members of the Management Committee are more than one, a treasurer is elected. If the members do not exceed two, they must be owners of units.
38. If a temporary Management Committee has been appointed by virtue of section 38V of the Law, its term of office shall end on the date the first general meeting.
39. A general meeting may alter the number of members of the Management Committee which has been specified by virtue of these Regulations or complete it by election of new members, if for any reason the number of its members has been reduced:
Provided that, if the number of members of the Management Committee is reduced below the number specified in accordance with these Regulations, the rest of the members of the Management Committee are obliged to convene an extraordinary general meeting within ten days for the election of new members.

40. The term of office of the Management Committee, including the term of office of the members who have been elected by virtue of Regulation 38, continues until the election of the new Management Committee at the following ordinary general meeting:
Provided that the owners, by decision taken at a general meeting, may at any time end the term of office of any member of the Management Committee and replace him by another person.
41. The members of the Management Committee may be re-elected.
42. The members of the Management Committee, if they exceed two, elect one of their number as President. If the members of the Management Committee exceed two, the decisions are taken by majority. If the number of votes in favour of a specific proposal are equal to the number of votes against, the decision is considered to have been rejected.
43. The Management Committee exercises all the powers and carries out all duties prescribed by the Law or these Regulations and any other powers or duties entrusted to or imposed upon it by the owners at a general meeting.
44. The Management Committee may employ persons or representatives and pay to them a reasonable remuneration, as it considers necessary.
45. The Management Committee keeps statements of income and expenditure and submits them for approval to the ordinary general meeting together with all the relevant receipts and documents.
46. Every owner may at a reasonable time inspect the income and expenditure statements and the relevant receipts and data.
47. The financial year in relation to a jointly-owned building begins on the first day of January and ends on the thirty first day of December of each year:
Provided the financial year begins on the date of registration of the jointly-owned building in the Land Register and ends on the thirtieth day of December of the same year.
Provided further that, if the date of registration of the jointly-owned building in the Land Register is after the 30th June, the first financial year ends on the thirty-first day of December of the year following the year of registration.

TABLE A
(Regulation 3(1))

Jointly-owned building known as situated

at

Jointly-owned property belonging to every unit by virtue of section 38I of the Law estimated in accordance with the provisions of this section.

1	2	3	4
Floor space	Unit Designation Number	Proportion of joint ownership belonging to every unit	Percentage (%) of votes in relation to each unit

TABLE B
(Regulation 3(2))

Jointly-owned building known as situated

at.....

Participation of units in the costs of maintenance, etc. of the jointly-owned property by virtue of section (38)K of the Law, estimated in accordance with the provisions of this section.

1	2	3	4
Floor space	Unit Designation Number	Proportion of floor surface (m^2) of each unit	Percentage per thousand (%) in the cost of common services _____ Common and other Expenses

- Note: (a) Heating: Petrol consumption, expenses for maintenance and repair of machinery of central installations.
- (b) Common expenses: Cleaners wages, cleaning materials, maintenance and repair of lift, consumption of electricity and water, decoration of commonly used spaces, emptying of sewage tanks and any expense which is not included in (a) and (b).
- (c) Other expenses: Insurance, general repairs of jointly-owned buildings of plumbing system and electrical installations.