

**ONSOLIDATED TO 30 JUNE 2014**

**LAWS OF SEYCHELLES**

**CHAPTER 41A**

**CONDOMINIUM PROPERTY ACT**

*[20th May, 1996]*

Act 14 of 1992  
Act 2 of 2013

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**ARRANGEMENT OF SECTIONS**

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**PART I - PRELIMINARY**

**Short Title**

1. This Act may be cited as the Condominium Property Act.

**Interpretation**

2. In this Act -

“charge” includes a mortgage;

“common elements” means so much of the land, for the time being not comprised in any unit and includes, unless otherwise described specifically as comprised in any unit and shown as capable of being comprised in such unit-

(a) foundations, columns, gardens and external beams, supports, main walls, roofs, lobbies, corridors, stairs, stairways, fire escapes, entrances and exits of the subdivided building;

(b) car parks, recreational or community facilities, gardens, parking areas and storage spaces;

(c) central and appurtenant installations for services such as power, light, gas, hot and cold water, airconditioning, telephone, sewage and garbage disposal;

(d) lifts, tanks, pumps, fans, compressors, ducts and, in general, all apparatus and installations existing for common use;

(e) premises to be used by security personnel, caretakers and watchmen;

(f) all facilities described as common elements on a Condominium Plan; and

(g) all other parts of the land, not comprised in any unit, necessary and convenient to the existence and maintenance and for the reasonable common use and safety of the common elements including the roads and access drains and ditches, lanes, parks, play grounds and other open spaces appurtenant to the Condominium Property;

“Condominium Plan” means a Condominium Plan described in section 5;

“Condominium Property” means land in respect of which a Condominium Plan is registered under section 6;

“council” means the council of a management corporation referred to in section 16(1) or the manager appointed pursuant to section 13(4);

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“dealing” means a transfer, lease or charge;

“land register” means the land register kept under the Land Registration Act;

“management fund” means the fund established by each management corporation under section 17;

“natural disaster” includes excessive rain, flood, storm or other event occurring without the intervention of mankind;

“Registrar” means the Registrar General;

“Repertoire” means the Repertoire kept under the Mortgage and Registration Act;

“subdivided building” means the building shown on a Condominium Plan and divided into units;

“title number” in relation to land means the title number of the land registered under the Land Registration Act;

“transcription volume” means the volume of deeds transcribed under the Mortgage and Registration Act;

“unit” means a defined space in a subdivided building designed for independent use and shown as such on the Condominium Plan and consisting of one or more rooms whether occupying the entirety or part of one or more storeys in the building provided that such defined space has a direct exit to a road or a common area leading to a road and access cannot be had through such defined space to any other defined space of like description in the building.

## **PART II – CONDOMINIUM PROPERTY**

### **Application of law**

3. (1) This Act shall apply to Condominium Property.

(2) The Land Registration Act and the Mortgage and Registration Act shall not, save as expressly provided in this Act, apply to or in relation to Condominium Property.

(3) Subject to this Act,

(a) the Immovable Property (Judicial Sales) Act, the Immovable Property (Transfer restriction) Act, the Civil Code and the People's Housing Mortgages Act apply to the units of a subdivided building, and

(b) the units of a subdivided building shall, for the purposes of these written laws, be deemed to be immovable property.

#### **Application for registration of Condominium Plan**

4. (1) An owner of land-

(a) which has been surveyed in accordance with the Land Survey Act; and

(b) on which there is a building of more than one storey and having more than one unit of residential or non-residential accommodation,

may apply to the Registrar for registration of a Condominium Plan in respect of the land.

(2) An application for registration of a Condominium Plan under subsection (1) shall be accompanied by 2 copies of the Condominium Plan.

#### **Condominium Plan**

5. (1) A Condominium Plan shall comprise-

(a) the survey plan, prepared in accordance with the Land Survey Act, of the land in respect of which the application for registration is made;

(b) a plan prepared by a land surveyor which shall-

(i) depict the position of the subdivided building on the land fixed in relation to the beacons and boundaries thereof;

(ii) specify the title number of the land or, as the case may be, the transcription volume, and folio number of the transcription volume, in which the deed relating to the land has been transcribed;

(iii) identify the units into which the subdivided building is divided and distinguishing each unit by a number assigned to it;

(iv) specify the floor area of each unit and define the boundaries of each such unit;

(v) define the common elements;

(vi) bear an endorsement of the land surveyor that the subdivided building is within the boundaries of the land shown on the survey plan; and

(vii) have attached to it a certificate by an architect or an engineer that the units shown on the plan are those existing on the land;

(c) a plan, prepared by an engineer, of a vertical section of the subdivided building showing-

(i) the floor and ceiling of each storey; and

(ii) the height of each storey;

(d) a declaration signed by the applicant and, in relation to subparagraphs (i) to (v) of paragraph (b), attested by a legal practitioner or a notary public which shall contain the-

(i) boundaries and extent of the land and its situation specifying the name of the area in which it is situated;

(ii) name and address of the owner of the land;

(iii) particulars of documents or other evidence of ownership relied upon by the applicant in support of his title to the property;

(iv) the title number of the land or, as the case may be, the transcription volume, and folio number of the transcription volume, in which the deed relating to the land has been transcribed;

(v) particulars of any encumbrances, other than a charge, affecting the land;

(vi) a description of other common elements;

(vii) share value of each unit which shall determine-

A. the quantum of the undivided share of the owner of each unit in the land and other common elements;

B. the proportion, payable by the owner of each unit, of the contribution for the control, management and administration of the common elements;

C. the number of votes which the owner of each unit shall have for the purposes of the general meeting of the management corporation;

(ix) purposes for which the subdivided building and each unit is intended to be used; and

(x) a statement that the land is not subject to a charge.

(2) The Condominium Plan shall be accompanied by a certificate under the Town and Country Planning Act that planning permission has been granted for the development of the land in the manner and for the purposes shown on the Condominium Plan.

### **Registration of Condominium Plan**

6. (1) The Registrar shall maintain a Register of Condominium Property which shall be in such form as may be prescribed.

(2) On receipt of an application for the registration of a Condominium Plan, the Registrar may, if he is satisfied that the Plan conforms to this Act and that the land is not subject to a charge, register the Plan in the Register of Condominium Property.

(3) Upon registration of a Condominium Plan under subsection (2) the Registrar shall make an appropriate cross reference-

(a) in the land register relating to the land referred to in the Condominium Plan; or

(b) in the appropriate folio of the transcription volume in which the deed relating to the land referred to in the Condominium Plan is transcribed and in that part of the Repertoire relating to the owner of the land referred to in the Condominium Plan,

as the case may be, that a Condominium Plan in respect of the land has been registered.

(4) The Registrar shall, upon registration of the Condominium Plan, return one copy of the Plan to the person who tendered it for registration and file the other copy in the Register of Condominium Property.

(5) The copy of the Condominium Plan returned under subsection (4) shall be marked "Original" and the copy filed in the Register of Condominium Property under that subsection shall be marked "Duplicate".

(6) Where the Registrar refuses to register a Condominium Plan tendered for registration under section 4, the Registrar shall communicate his decision in writing to the applicant, giving his reasons for the decision.

(7) An applicant aggrieved by a decision of the Registrar under subsection (6) may, within 15 days of the communication of the decision to him, appeal to the Minister whose decision on the matter shall be final:

Provided that the Minister shall not allow the registration of a Condominium Plan in respect of land which is subject to a charge.

(8) The Registrar shall give effect to the decision of the Minister on an appeal under subsection

### **Effect of registration of Condominium Plan**

7. (1) Upon registration of a Condominium Plan-

(a) the subdivided building depicted in the Plan shall be deemed to be divided into the units identified in the Plan and each such unit shall be deemed to have appurtenant thereto in undivided shares, in accordance with its share value, such proportion of the land and other common elements defined in the Plan;

(b) notwithstanding anything in any other written law, each unit identified in the Plan together with the undivided share of the land and other common elements appurtenant thereto shall be held and dealt with in the manner provided by this Act;

(c) the owner of the Condominium Property comprised in the Plan shall be deemed to be the owner of each unit identified in the Plan together with the undivided share of

the land and other common elements appurtenant thereto and shall be held by him as such unless dealt with in the manner provided by this Act.

(2) Any encumbrances, other than a charge, which, at the time of the registration of a Condominium Plan, burden the land comprised in the Plan, shall continue to burden the land after the registration of the Plan.

(3) Subject to this Act, the Registrar shall, so long as a Condominium Plan in respect of any land is registered under this Act, refuse to register or transcribed any instrument whatsoever or to inscribe any privilege or mortgage, as the case may be, in relation to the land under the Land registration Act or Mortgage and Registration Act.

(4) The registration or transaction of any instrument or inscription of any privilege or mortgage contrary to subsection (3) shall not affect the land which is the subject of a Condominium Plan registered under this Act.

### **Dealing with Unit**

8. (1) Every dealing with an interest in any unit shall be effected by an instrument evidencing such dealing and the provisions of the Land registration Act and the Land registration Rules relating to the form, manner of execution and fees for registration of instruments affecting land shall mutatis mutandis apply to instruments effected under this section.

(2) No share in the land or other common elements of the land comprised in a Condominium Plan registered under this Act shall be dealt with except as appurtenant to a unit defined in the Plan and, notwithstanding anything in any other written law, any alienation of a unit in accordance with this Act shall be deemed also to convey the undivided share of the owner of the unit in the land and other common elements appertaining to that unit even if no specific or particular reference has been made thereto in the instrument effecting the alienation.

(3) An undivided share in a unit shall not be the subject of a lease or charge.

(4) An dealing with a share in the land or other common elements in contravention of subsection (2) shall not be registered under this Act and the registration of any such dealing shall not pass any right or title in the interest so dealt with.

### **Registration of instruments affecting units**

9. (1) Notwithstanding any other written law, the acquisition of or any dealing with a unit or an interest in a unit shall not have effect unless the instrument effecting the dealing is registered in the Register of Condominium Property.

(2) Where the Registrar accepts for registration any instrument affecting a unit, the registrar shall, subject to subsection (4), register it in the Register of Condominium Property.

(3) Upon registration of an instrument under subsection (2), the Registrar shall make an appropriate cross reference in the Register of Condominium Property so as to connect such registration with the Registration of the Condominium Plan relating to that unit.

(4) The Registrar shall refuse to register an instrument under subsection (2) unless it has been stamped in accordance with the Stamp Duty Act.

(5) A person who has acquired a unit in a Condominium Property shall notify the council relating to that Condominium Property of the acquisition within 21 days after the date the Registrar has registered the instrument of acquisition.

### **Transmission of interest in a unit**

10. Subject to the Civil Code, sections 72 to 75 of the Land Registration Act shall mutatis mutandis apply to an owner of a unit in respect of his interest in that unit as if the owner were a proprietor of land under that Act.

### **Inspection and copies**

11. (1) Any person may, during such hour as may be fixed by the Registrar, inspect the Register of Condominium Property and any documents registered therein and may require certified copies of those documents.

(2) The provisions of the Land Registration Rules relating to the fees payable for inspection of the land register and for certified copies of instruments and plans shall mutatis mutandis apply to the inspection and certified copies under subsection (1).

### **Easements**

12. (1) Notwithstanding anything in any written law, there shall be implied in respect of each unit-

(a) in favour of a unit, an easement for the subjacent and lateral support thereof by the common elements and by every unit capable of affording support;

(b) as against each unit and to which the unit shall be subject, an easement for the subjacent and lateral support of the common elements and of every other unit capable of enjoying support;

(c) in favour of a unit, an easement for the passage or provision of water, sewerage, drainage, gas, electricity, garbage, and other services (including telephone, radio or television services) through or by means of any pipes, sewers, wires, cables, or ducts to the extent to which the pipes, sewers, wires, cables or ducts are capable of being used in connection with the enjoyment of the unit;

(d) as against a unit and to which the unit shall be subject, an easement for the passage or provision of water, sewerage, drainage, gas, electricity, garbage and other services (including telephone, radio or television services) through or by means of any pipes, sewers, wires, cables or ducts as appurtenant to common elements and also to every other unit capable of enjoying such easement.

(2) Notwithstanding anything in any other written law, there shall, in respect of each unit and the common elements, be implied in favour of the dominant tenement and against the servient tenement-

(a) an easement for uninterrupted access and use of light to or for any windows, doors or other apertures existing at the date of registration of the Condominium Plan; and

(b) the right to maintain and use overhanging eaves and other projections existing at the date of registration of the Condominium Plan.

(3) Notwithstanding anything in any other written law, there shall be implied as appurtenant to the common elements and subservient to any unit affected-

(a) an easement for the provisions of any service through any installation in any unit; and

(b) an easement for support by any unit capable of providing support.

(4) Easements implied by subsections (1), (2) and (3) shall entitle the owner of the dominant tenement to do all that is necessary for the use and preservation of the easements.

(5) Notwithstanding anything in any other written law, the easements implied by subsections (1), (2) and (3) shall not be extinguished when the dominant tenement and servient tenement are acquired by the same person.

### **PART III – MANAGEMENT CORPORATION AND MANAGEMENT FUND**

#### **Constitution of management corporations**

13. (1) Subject to subsections (3) and (4), the owners of the units of a subdivided building shall be constituted <sup>a</sup> this Act as a body corporate to be called the management corporation.

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(2) Each management corporation constituted by subsection (1) shall be distinguished by the number assigned in the Register of Condominium Property to the corresponding Condominium Plan.

(3) Where all the units identified in a Condominium Plan are owned by the same person or body, subsection (1) shall not apply and all the functions, obligations and rights of the management corporation and the council under this Act shall, unless it is otherwise provided, vest in or be exercised by the person or body.

(4) (a) The unit owners of a subdivided building may, in writing, appoint an individual, a group of individuals or entity as manager to replace and take over the functions of the management corporation.

(b) The manager appointed under subparagraph (a) may be unit owners or third persons who are competent to discharge the functions of the management corporation.

#### **Duties and powers of a management corporation**

14. (1) The duties of the management corporation are-

(a) to manage and maintain the common elements and keep them in a state of good and serviceable repair;

(b) to insure and keep insured the subdivided building to the replacement value thereof against fire or natural disaster;

(c) to effect such other insurance of the subdivided building as may be required by law;



(d) to apply any moneys received under a policy of insurance effected under paragraph (b) or paragraph (c) in repairing or rebuilding the subdivided building so far as it may be lawful to do so;

(e) to pay premiums on any policy of insurance effected by it under paragraph (b) or paragraph (c);

(f) to comply with any notice or order made by a court or any governmental, public or statutory authority requiring the abatement of any nuisance on the common elements or ordering repairs or other work to be done in respect of the common elements;

(g) to comply with any notice or order of the description specified in paragraph (f) in paragraph (f) in respect of a unit if the owner fails to do so within a reasonable time;

(h) to pay rates, taxes or any other charges, if any, imposed by the Government on the land comprised in the Condominium Plan.

(2) A management corporation shall have the power to do all things necessary for or incidental to the performance of its duties and, without prejudice to the generality of the foregoing, management corporation may, in particular-

(a) purchase or hire or otherwise acquire movable property for use by the owners of all the units in connection with their enjoyment of the common elements;

(b) borrow moneys required by it in the exercise of its powers or the performance of its duties;

(c) invest the moneys of the management fund that are not immediately required for carrying out the purposes of the fund;

(d) perform any repair, work or act in respect of any unit where the owner of that unit responsible or liable for the repair, work or act fails within a reasonable time to discharge that responsibility or liability;

(e) take any lawful steps to recover from any owner or co-owner of a unit any moneys due from him to the management fund or any moneys expended by the management corporation in respect of that owner's or co-owner's unit for any repair, work or act under paragraph (d) or in complying with any notice or order referred to in subsection (1)(g).

(3) For the purpose of effecting any insurance under subsection (1)(b) or subsection (1)(c), the management corporation shall be deemed to have an insurable interest in the subdivided building equal to its replacement value.

(4) For the purpose of subsection (2)(e) "any owner of a unit" includes any person who was the owner or co-owner of the unit at the time the money was due and payable or the money was expended.

### **Meeting of the management corporation**

15. (1) Each management corporation shall hold an annual general meeting of the management corporation for the election of its council constituted under section 16 and the consideration of the

accounts of the management corporation and to review the activities of the council for the last preceding year.

(2) The first annual general meeting of a management corporation shall be held on or before the 31st December of the year in which the Condominium Plan is registered and subsequent annual general meetings of the management corporation shall be held once in each year on or before the 31st December of each such year.

(3) The management corporation may hold a general meeting of the management corporation, on a requisition of one or more owners of units holding not less than one-third of the total number of votes which may be cast at a general meeting, for the transaction of any business specified in the requisition other than any of the businesses reserved for consideration of the annual general meeting under subsection (1).

(4) Seven days notice of any general meeting of the management corporation, including the annual general meeting, shall be given to the owners and the charges (if any) of the units and the notice shall specify the date, time and place of the meeting and the nature of the business to be transacted.

(5) An owner of a unit, being a sole owner, shall have such number of votes as is proportionate to the share value of the unit owned by him and, where a person owns more than one unit, he shall have such number of votes which may be cast at a general meeting of the management corporation he shall be deemed to hold not more than half the number of votes which may be cast at a general meeting of the management corporation.

(6) Where a unit is jointly owned by two or more persons the co-owners shall be jointly entitled to the number of votes which corresponds to the share value of the unit and-

(a) the votes shall not be divisible; and

(b) the co-owners shall vote through a person appointed by them for this purpose.

(7) The quorum of a general meeting of the management corporation shall, subject to sections 18(1) and 19(2), consist of two or more owners of units who, together, hold not less than one half of the total number of votes which may be cast at a general meeting.

(8) Every general meeting of the management corporation shall be presided over by a chairman who shall be elected by the owners of the units present at the meeting.

(9) The chairman presiding at a general meeting of the management corporation shall cause to be kept a record of the proceedings of the meeting.

(10) Any matter required to be decided at a general meeting of the management corporation shall, subject to sections 18(1) and 19(2), be decided by a majority of votes of the owners of units present and voting and, in the event of an equality of votes, the chairman shall have a second or casting vote.

(11) Where the management corporation fails to hold an annual general in accordance with subsection (2) or it is not practicable to call or hold a general meeting of the management corporation in any manner in which general meetings of the management corporation may be called or held under this Act or a quorum cannot be obtained for a general meeting of the management corporation, the court may, on the application of an owner of a unit or the council, order a meeting of the management corporation to be called or held in such manner as the court thinks fit and the court may give such ancillary or consequential direction as it thinks fit.

(12) A general meeting of the management corporation called or held in accordance with an order made under subsection (11) shall be deemed to be general meeting of the management corporation under this Act.

## **Council**

16. (1) Each management corporation shall have a council which shall, on behalf of the management corporation, perform the functions of the management corporation and for that purpose exercise any of the powers of the management corporation, except that where the owners of the units have resolved at a general meeting of the management corporation that the sanction of the general meeting is required before the exercise of any function or in respect of any matter the council shall not exercise the function or do or omit to do anything in respect of the matter without first obtaining the sanction of the general meeting of the management corporation.

(2) Subject to subsection (3), the council shall consist of not less than 3 and not more than 7 owners of units elected at an annual general meeting of the management corporation.

(3) Where the first annual general meeting of the management corporation has not been held or where the management corporation consists of not more than 3 owners of units, the council shall consist of all the owners of the units, except that where a unit is jointly owned by two or more persons the co-owners of the unit shall be represented on the council by a person appointed by them for this purpose.

(4) A member of the council elected under subsection (2) shall cease to hold office at the annual general meeting of the management corporation held immediately after the meeting where he was elected but shall be eligible for re-election.

(5) Except where the council consists of all the owners of the units, the management corporation may, by a resolution passed at a general meeting of the management corporation, remove any member of the council and elect in his place any other owner of a unit as a member of the council and the member shall hold office until next annual general meeting of the management corporation.

(6) The council shall meet at such time and place and at such intervals as it thinks fit and the meeting of the council shall be presided over by a chairman elected by the members of the council present at the meeting.

(7) Any matter required to be decided at a meeting of the council shall be decided by a majority of votes of the members present at the meeting and, in the event of an equality of votes, the chairman shall have a second or casting vote.

(8) The quorum for a meeting of the council shall be not less than one half the number of members of the council.

(9) Subject to this section, the council may regulate its own procedure at its meetings.

(10) The council may, for and on behalf of the management corporation, employ such persons as it thinks necessary for the performance of its functions and for this purpose may, subject to any direction of the general meeting of the management corporation, delegate any of its powers and functions to any person so employed.

(11) The council shall, on behalf of the management corporation, keep proper books of accounts of all the moneys of the management corporation and shall, on the application of an owner or co-owner of a unit, make the books of accounts available for inspection at all reasonable time.

(12) The accounts of the management corporation shall be audited annually by an auditor appointed at a general meeting of the management corporation.

(13) The chairman presiding at a meeting of the council shall cause to be kept a record of the proceedings of the meeting.

(14) The council shall have a secretary, who may be one of its members, and the secretary of the council shall also be the secretary of the management corporation.

(15) The secretary of the council shall be responsible for convening the meetings of the council and the management corporation and all communication to the council and the management corporation shall be addressed to the secretary.

### **Establishment of the management fund**

17. (1) Each manager or the management corporation shall establish a fund to be known as the manager or the management fund for the administrative expenses sufficient, in the opinion of the manager or the management corporation, for the purposes of controlling, managing and administering the common elements, paying premiums of insurance and rates, taxes and other charges on the property and discharging any other obligations of the manager or the management corporation.

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(2) For the purpose of establishing and maintaining the management fund, the management corporation may, at a general meeting of the corporation, or the manager on his own accord may determine-

- (a) from time to time, the amounts to be raised for the purposes specified in subsection (1);
- (b) the time and manner of payment of the amounts determined under paragraph (a); and
- (c) the amount of interest payable by the owner of each unit in respect of late contributions.

(3) The amount determined under subsection (2)(a) shall be raised by the manager or the management corporation by levying contributions from the owner or co-owners of each unit in proportion to the share value of each unit at the time and in the manner specified under subsection (2)(b).

(4) On application made by an owner or co-owner of a unit or, with the written consent of an owner or co-owner of a unit, the manager or the management corporation shall issue a certificate certifying-

- (a) the amount determined under subsection (2)(a);
- (b) the contributions towards that amount payable in respect of the unit;
- (c) the time and manner of payment of contributions;
- (d) the extent (if any) to which the contributions have been paid;

(e) the amount (if any) recoverable under section 14(2)(e),

and the certificate shall, as against the manager or the management corporation and in favour of any person relying in good faith on the contents of such certificate, be conclusive evidence of the matters certified therein.

(5) Any contribution levied under subsection (3) in respect of a unit shall be due and payable at the time specified under subsection (2)(b) and may, without prejudice to any other mode of recovery, be recovered by the management corporation as a civil debt from the owner, a co-owner or the successor in title of an owner or co-owner, of the unit.

## **PART IV – TERMINATION OF CONDOMINIUM PROPERTY**

### **Termination of Condominium Property**

18. (1) A manager or a management corporation may, by a unanimous resolution of the owners of the units, resolve that the Condominium Property shall, from a date specified in the resolution, cease to be Condominium Property.

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(2) Notwithstanding any other written law, where a manager or a management corporation has adopted a resolution referred to in subsection (1)-

(a) each owner of a unit shall, from the date specified in the resolution, cease to be the owner of the unit;

(b) no disposition of or dealing with any unit or interest in any unit shall be registrable in the Register of Condominium Property after the adoption of the resolution and, where any such disposition or dealing shall not have the effect of passing any right or title to the unit or interest in the unit disposed of or dealt with;

(c) any lease affecting any unit or any charge burdening any unit shall, after the adoption of the resolution, cease to have effect against the unit or the land which constituted the Condominium Property and is converted, from the date specified in the resolution, into a right in the proceeds of sale of the land and the order of priority for the payment of a claim in respect of any such right shall be in the order of the date on which the lease or charge was registered in the Register of Condominium Property;

(d) any easement implied under this Act shall, from the date specified in the resolution, cease to effect the unit, the common elements or the land which constituted the Condominium Property;

(e) the management corporation shall, from the date specified in the resolution, continue to exist for the purpose of winding up of its affairs;

(f) each person who, immediately prior to the date specified in the resolution, was the owner of a unit, (hereafter referred to as “former owner”) shall from that date continue to be a member of the management corporation;

(g) the land that, immediately prior to the date specified in the resolution, constituted the Condominium Property shall, from that date, vest in the management corporation subject to all the encumbrances, not being an easement referred to in paragraph (d), which the land was, immediately prior to that date, subject to.

(3) Notwithstanding the vesting of the land in the management corporation under subsection (2)(g), every former owner shall be liable to contribute to the assets of the management corporation to an amount sufficient for the payment of its debts and liabilities which existed immediately prior to the date specified in the resolution adopted under subsection (1) in the same proportion as he would have been liable if the Condominium Property did not ceased to exist.

(4) The manager or the management corporation shall, no more than 21 days after the resolution referred to in subsection (1) was adopted, publish a copy of the resolution in two (2) issues of a local newspaper and within 7 days of the date of the second publication of the resolution, forward a copy of the resolution to the Registrar.

(5) No person, other than the manager or the management corporation, shall, after the date specified in the resolution referred to in subsection (1) deal with any interest in the land which prior to the adoption constituted the Condominium Property and such dealing shall not pass any right or title in the interest so dealt with.

### **Scheme relating to land vested in the management corporation**

19. (1) Within 30 days of the vesting of land in a manager or the management corporation under section 18(2)(g), the council of the management corporation shall draw up a scheme-

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(a) for the sale of the land;

(b) for the payment of all claims in respect of the right referred to in section 18(2)(c) out of the proceeds of sale of the land;

(c) for the discharge of any charges affecting the land out of the proceeds of the sale of the land;

(d) for the settlement of the debts and liabilities, if any, of the manager or the management corporation in relation to development duties and obligations of the manager or the management corporation that subsisted immediately prior to the vesting of the land out of contributions leviable under section 18(3);

(e) for the payment of the costs and expenses of the sale;

(f) for the distribution among the former owners of the balance, if any, of the proceeds of the sale in proportion to the share value of the units held by them;

(g) for the distribution of any other assets, if any, of the manager or the management corporation acquired pursuant to distribution of its duties among the former owners.

(2) The scheme drawn up under subsection (1) shall, if approved by not less than two thirds of the number of votes of the owners of the units at a meeting summoned for the purpose, be implemented by the council.

(3) Section 15(4), (5), (6) and (8) shall apply to the meeting summoned under subsection (2) of this section and to the voting rights of the former owners.

(4) The scheme may be amended at the meeting held under subsection (2) or at any subsequent meeting summoned for the purpose, and the amended scheme, when approved in the manner set out in subsection (2), shall be the scheme in respect of the land.

### **Vesting of rights in purchaser at a sale under the approved scheme**

20. Any person acquiring the land or part thereof from the manager or the management corporation in consequence of a sale effected in accordance with a scheme approved under section 19 in respect of that land shall be vested with ownership of the land free of all encumbrances, other than the encumbrances which burdened the land immediately prior to the date of the registration of the land in the Register of Condominium Property.

Act 2 of 2013

### **Preservation of rights of charges of units**

21. A chargee of a unit in a Condominium Property shall, notwithstanding the adoption of a resolution under section 18 in respect of that Property, retain his rights and remedies against the charger of that unit (other than the rights and remedies in relation to the unit) to the extent to which the charge debt remains undischarged pursuant to the scheme approved under section 19 in respect of that Property.

### **Dissolution of management corporation**

22. Upon the implementation of the scheme approved under section 19 in respect of land vested in a manager or the management corporation the management corporation shall stand dissolved or the manager's appointment terminated as the case may be.

Act 2 of 2013

### **Duties of Registrar**

23. On receipt by the Registrar of a copy of a resolution of a management corporation under section 18(4) the Registrar-

(a) shall make a note on the duplicate Condominium Plan in the Registry of Condominium Property in respect of the land referred to in the resolution and in the relevant folios of the Register of Condominium Property in which transaction relating to the units of that Condominium Property are registered that the Condominium Property has, since the date specified in the resolution, ceased to be Condominium Property.

(b) shall make a note in the land register or the transaction volume and the part of the Répertoire, as the case may be, in which a cross reference had been made under section 6(3), that the reference to the Condominium Plan in the cross reference has, since the date specified in the resolution, ceased to have effect;

(c) shall register the manager or the management corporation as the proprietor of the land in the land register or, as the case may be, cause the manager or the management corporation to transcribe a copy of the resolution and he shall make a note on the transcription form containing a copy of the resolution and in the part of the Répertoire in which a cross reference has been made under section 6(3) to the effect that land is vested in the manager or the management corporation by virtue of section 18(2)(g).

Act 2 of 2013

## **Termination of Condominium Property where all units are owned by one person**

24. (1) Where all the units identified in a Condominium Plan are owned by the same person or body (in this section referred to as the “owner”), the owner may apply to the Registrar, in accordance with this section, for the Condominium Property to cease to be Condominium Property.

(2) The owner shall, before making an application to the Registrar under this section, publish a notice of his intention to make an application under this section in two (2) issues of a local newspaper.

(3) The second notice of intention to make an application under this section shall be published 15 days after the date of publication of the first notice.

(4) An application under this section must be made within 15 days after the date of the publication of the second notice referred to in subsection (3).

(5) The Registrar may accept or reject an application under this section.

(6) Where the Registrar has accepted an application, the land, that immediately prior to the date of the acceptance of the application, vest in the owner subject to all the encumbrances, not being an easement implied under this Act, which the land was, immediately prior to that date, subject to and subject to the encumbrances referred to in paragraphs (d) and (e) and subsection (11) and the Registrar-

(a) shall make a note on the duplicate Condominium Plan and in the relevant folio of the Registrar of Condominium Property to the effect that the Condominium Property has, since the date of the acceptance of the application, ceased to be Condominium Property;

(b) shall make a note in the land register or the relevant folio of the transcription volume and the part of the Répertoire, as the case may be, in which a cross reference had been made under section 6(3), that the reference to the Condominium Plan in the cross reference, has, since the date of the acceptance of the application, ceased to have effect;

(c) shall register the owner as the proprietor of the land in the land register or, as the case may be,-

(i) cause the owner to transcribe a copy of the application, and

(ii) insert a note on the transcription form containing a copy of the application referred to in paragraph (c)(i), and on the relevant folio of the transcription volume and in the part of the Répertoire in which a cross reference has been made under section 6(3) that the land is vested in the owner by virtue of this subsection from the date on which he accepted the application under this section;

(d) shall register the charge of any unit of the subdivided building on the Condominium Plan as a chargee of the land or, as the case may be, take out an ex-officio inscription in favour of the chargee against the land; the order of priority of the charge or inscription shall, where there is more than one charge or inscription, be in the order of the date of the registration of the charges in the Register of Condominium Property;



(e) shall register the lessee of a unit of the subdivided building on the Condominium Plan as a lessee of the corresponding part of the building in the land register or enter a note in the transcription volume in which the deed relating to the land has been transcribed and in the part of the Répertoire relating to the owner of the land of the existence of the lease;

(f) shall refuse to register any disposition of or dealing with any unit, or interest in any unit, of the subdivided building on the Condominium Plan after the date of the acceptance of the application.

(7) Where a disposition or dealing is registered after the date of the acceptance of the application under this section, the disposition or dealing shall not have the effect of passing any right or interest in or title to the unit disposed of or dealt with.

(8) Where the Registrar refuses an application made under subsection (1), the Registrar shall communicate his decision in writing to the applicant and shall give reasons for his decision.

(9) Where the Registrar has refused an application, the applicant may appeal to the Minister within 15 days of the date the Registrar has communicated his decision to the applicant and the decision of the Minister on the matter is final.

(10) The Registrar shall give effect to the decision of the Minister under subsection (9) and, where the Minister has allowed an appeal, the Registrar shall comply with subsection (6) as if the application has been accepted by him on the date on which the Minister made his decision.

(11) Any easement which burdened the land prior to the date when the land was registered in the Register of Condominium Property shall continue to burden the land.

### **By-laws**

25. Every subdivided building shall be regulated by the by-laws set out in the Schedule.

### **No licitation or division-in-kind of Condominium Property**

26. (1) Notwithstanding anything in any other written law, an owner of a unit or a co-owner of a unit shall not, by reason of section 7, be entitled to apply for licitation or division-in-kind of the Condominium Property or of a unit, as the case maybe, and a court shall not entertain any application by an owner of a unit or a co-owner of a unit for licitation or division-in-kind of the Condominium Property or the unit, as the case may be.

(2) Articles 664 and 819 of the Civil Code shall not apply to Condominium Property and-

(a) in the case of a unit held in co-ownership, subject to this Act, the unit shall not be sold unless all the co-owners of the unit agree to the sale; and

(b) in the case of the Condominium Property, the Condominium Property shall not be sold unless Part IV of this Act has been complied with.

(3) Where the land, prior to the registration of the Condominium Plan in respect thereof, was registered with a qualified title under the Land Registration Act, the period of 10 years referred to in section 21 of that Act shall stand suspended so long as the land remains registered in the Register of Condominium Property.

### **Joint liability of co-owners of a unit**

27. (1) Where a unit is owned jointly by two or more owners the liability of the co-owners in respect of the unit shall be joint and several.

(2) A co-owner who has performed any obligation or settle any liability under this Act in respect of a unit is entitled to be indemnified by the other co-owners in proportion to the shares of the co-owners in the unit.

### **Regulations**

28. (1) The Minister may make regulations for carrying into effect the provisions of this Act and, without prejudice to the generality of the foregoing, may make regulations regulating the rights and obligations of the owner or co-owners of units in a subdivided building or of any person who has any interest or right in a unit of a subdivided building.

(2) The Minister may, by regulation, amend the Schedule.

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## **SCHEDULE - BY-LAWS REGULATING SUBDIVIDED BUILDING**

### **(section 25)**

1. An owner of a unit shall-

(a) permit the management corporation and its agents at all reasonable times and on reasonable notice being given (except in case of emergency when no notice is required) to enter his unit for the purpose of-

(i) inspecting the unit;

(ii) maintaining, repairing or renewing sewers, pipes, wires, cables and ducts used or capable of being used in connection with the enjoyment of any other unit or the common elements;

(iii) maintaining, repairing or renewing the common elements; or

(iv) executing any work or doing any act reasonably necessary for or in connection with the performance of its duties or the enforcement of these by-laws;

(b) forthwith carry out all work ordered by the Government, the court or any public or statutory authority in respect of his unit, other than such work for the benefit of the building general, and pay all rates, taxes and other charges and outgoings which are payable in respect of his unit;

(c) repair and maintain his unit and keep it in a state of good repair, reasonable wear and tear, and damage by fire and natural disaster excepted;

(d) use and enjoy the common elements in such a manner as not to interfere unreasonably with the use and enjoyment thereof by other owners or their families or visitors;

(e) not use his unit or permit it to be used in such a manner or for such a purpose as to cause a nuisance or danger to any other owner or the family of such owner;

(f) not use his unit for any purpose contrary to the terms of user of the unit declared in the declaration made in the Condominium Plan;

(g) notify the management corporation forthwith of any change in the ownership of his unit or of any other dealing with his unit of which he is aware;

(h) comply with any rules of the management corporation regulating the use and enjoyment of a unit or the common elements.

2. The management corporation shall control, manage and administer the common elements for the benefit of all the owners:

Provided that the management corporation may by agreement with a particular owner grant him the exclusive use and enjoyment of part of the common elements or special privileges in respect of the common elements or part of it.

3. The management corporation may make an agreement with a particular owner for the provision of amenities or services by the management corporation to or in respect of his unit.

4. The management corporation shall-

(a) maintain in a state of good and serviceable repair the fixtures and fittings (including lifts) existing on the Condominium Property and used or capable of being used in connection with the enjoyment of more than one unit or the common elements;

(b) where practicable, establish and maintain suitable lawns and gardens on the common elements;

(c) maintain, repair and where necessary renew sewers, pipes, wires, cables and ducts capable of being used in connection with the enjoyment of more than one unit or the common elements; and

(d) on the written request of the owner or a chargee of a unit, the management corporation shall produce to the owner or chargee or a person authorised in writing by the owner or chargee all policies of insurance effected by the management corporation together with the receipts for the last premiums paid in respect of the policies.

5. An owner of a unit shall not-

(a) use his unit for any purpose which may be injurious to the reputation of the subdivided building;

(b) use as fuel any substance or material which may give rise to smoke or fumes or obnoxious smells;

(c) throw or allow to fall any refuse or rubbish of any description on the common elements or any part thereof except in refuse bins maintained by the owner or in refuse chutes provided in the subdivided building;

(d) keep any animal on his unit or the common elements which may cause annoyance to any other owner or occupier of a unit in the subdivided building; or

(e) in his unit or on any part of the common element do anything which might cause or use his unit or nay part of the common elements in any way as to cause a nuisance to the owners or occupiers of the other units of the subdivided building.

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**NO SUBSIDIARY LEGISLATION**