

INFORMATION BULLETIN



Republic of Cyprus
Ministry of Interior
Department of Lands and Surveys

The Immovable Property (Transfer and Mortgage) Law, No.9/1965, as amended by Law 139(I)/2015.

Transfer of property in the name of the «enclaved buyer».



Do you want to transfer the title deed in your name?

- **We recommend you to be informed about the procedure by reading Parts A and B of this bulletin:**
 - A. General information on the basic provisions of the Law and the procedure for the transfer of the title deed of the property.**
 - B. Basic actions the buyer or any other beneficiary must take from the submission of the application until the transfer of the title.**



A. General information on the basic provisions of the Law.

On 3 September 2015 the House of Representatives enacted the Immovable Property (Transfer and Mortgage) (Amendment) Law 139(I)/2015 which entered into force on 4 September 2015 with its publication in the Official Gazette of the Republic. At the same time, the House of Representatives enacted the Immovable Property (Transfer and Mortgage) (Protection of Buyers) Regulations (Regulatory Administrative Act KPD 298/2015) of 2015.

The new legislation introduces provisions for the transfer of property to the property buyers who although they have fulfilled their contractual obligations under the contract with the seller, he is unable or neglects or fails to transfer the property in their name, because the property or part of it is subject to mortgage and / or encumbrance and / or prohibition.



A. General information on the basic provisions of the Law.

The following persons have the right to submit an application:

- the buyer, under the deposited contract,
- the seller, under the deposited contract,
- the mortgagee under the mortgage contract deposited in the Land Registries,
- the lender under the loan agreement with the buyer,
- the assignee under the deposited assignment contract with the assignor and
- the Director of Lands and Surveys Department ex officio.



A. General information on the basic provisions of the Law.

The prerequisite for the implementation of the provisions of this Law is for **the contract of sale to have been deposited at the competent District Lands Office by 31.12.2014.** In case that the contract has not been deposited, the applicant may apply to the Court for the issuance of an order to deposit the contract in accordance with the Sale of Property (Specific Performance) Law no. 81(I)/2011.



The application can be submitted to any District Lands Office irrespective of where the sales contract is deposited.



A. General information on the basic provisions of the Law.

In summary, the procedure for the transfer of the title deed under the provisions of the Law is the following:

- Submission of the application to any District Lands Office.
- Examination of the application to verify that the three basic conditions are fulfilled, namely the payment of the purchase price, the existence of a separate title deed and the payment of taxes, by producing the necessary evidence / documents / certificates **(for details see section B below)**.
- Sending a notice of the transfer of title deed to all interested persons, giving the right within 45 days to submit an objection and / or application for the transfer of an encumbrance.
- After the lapse of the period of 45 days, in the case of an appeal and / or transfer request, the objection and / or application are examined and a decision is issued.
- Sending a notice of transfer of the title deed to the buyer and the seller, calling upon them to proceed with the transfer of the title within 60 days. The buyer is informed of his right to proceed with the payment of the transfer fees within the deadline of 60 days for the transfer of the title, regardless of the seller's consent.

It is important to note that according to the documentation of each application, **the activation of one or more of the above steps** may not be necessary for the transfer of the title in the name of the buyer.

B. Actions that must be made by the applicant for the transfer.

According to the provisions of the Law, **ALL** the following conditions for the transfer of the title deed in the name of the buyer must be fulfilled:

- a) the full payment of the purchase price,
- b) the existence of the registered title deed of the property which is the object of the contract and
- c) the fulfillment of the contractual obligations of the buyer to pay the taxes on the property which is the object of the contract.

When filing the application, it is important for the applicant to submit **as many documents/ evidence as possible** to substantiate the above three conditions so to make possible the examination and transfer of the property in the name of the buyer.





B. Actions that must be made by the applicant for the transfer.

The applicant is called upon, when completing the application for the transfer of the property, to declare whether the selling price has been paid fully or partly.

A. FULL PAYMENT OF THE SALE PRICE

Where the purchase price has been fully paid, the applicant is asked to produce the necessary evidence to substantiate the full payment of the purchase price, which is the following:

a) Original receipt or receipts showing the payment of the purchase price or photocopies of these. In the case of photocopies, it is possible during the examination of the application to ask also for the original receipts to be produced. All receipts must have been issued by the seller..

If the **seller is a company or a land development company**, then the receipt should bear **the company logo, the date of issue, the amount paid for the purchase of the property, the signature of company representative and the company stamp.**



B. Actions that must be made by the applicant for the transfer.

(b) Proof of the deposit of the purchase price in a financial institution, proving that the deposit was made (in the form of cash, cheque) or the transfer of money (from the buyer's account) to the seller's account and / or

(c) A signed certificate from the seller and / or the financial institution of the full payment of the purchase price or the full implementation of the buyer's contractual obligations and / or

(d) Affidavit of applicant, sworn before Court, **where appropriate**, to support the payment of the purchase price or the fulfilment of the buyer's contractual obligations.

It is clarified that the presentation of an affidavit of applicant to support to the payment of the purchase price is not deemed to be adequate evidence to substantiate the full payment of the purchase price.



B. Actions that must be made by the applicant for the transfer.

Where it was declared that the purchase price was partly paid, the buyer will be called upon in a relevant notice to pay within the period of thirty (30) days, the balance of the purchase price into a special temporary account in the name of the Director of the Department Lands and Surveys.

To examine the payment of the purchase price, **it may be required from any interested person**, to produce within a specified period, such evidence, as may be deemed necessary to substantiate the payment of the purchase price.

It stressed that, if after examining all the evidence, it is not substantiated that the purchase price has been fully paid, the application will remain pending until the full payment of the purchase price. When full payment of the purchase price is documented, the Land Registry will proceed to examine the second condition i.e. the existence of the registered title deed of the property which is the object of the contract.



B. Actions that must be made by the applicant for the transfer.

B. EXISTENCE OF A REGISTERED TITLE DEED

A second basic condition for the transfer of the title deed in the name of the buyer is the existence of the registered title of the property which is the object of the contract.

If there is no registered title for the object of the contract, the applicant has the right to apply to the Department of Lands and Surveys for the compulsory acquisition of title according to the provisions of Part VI of the Immovable Property (Tenure, Registration and Valuation) Law, Cap. 224.

Where there is a recorded title to property, the Land Registry will proceed to examine the third condition, namely the payment of taxes, provided that their payment is a contractual obligation of the buyer.



B. Actions that must be made by the applicant for the transfer.

C. PAYMENT OF TAXES, WHICH ARE THE CONTRACTUAL OBLIGATION OF THE BUYER

The third basic condition for the transfer of title in the name of the buyer is the presentation of certificates from the Commissioner for Taxation and every competent Tax Authority, that the buyer has paid his dues for the following taxes up to the date of the transfer of the property in his name:

- a) Immovable Property Tax under the Taxation of Immovable Property Law of 1980, Law24/1980 and
- b) Immovable Property Fee under the Municipalities Law of 1985, Law 111/1985 or the Communities Law of 1999, Law 86 (I) / 1999
- c) Sewerage Charges under the Sewerage Systems Law of 1971, Law1/1971.

It is clarified that if the payment of the above taxes is a contractual obligation of the buyer, he has to produce the relevant certificates from the competent authority, for the purpose of transferring the title in his name. If he proves that the payment of such taxes is not his contractual obligation, it shall be deemed that he has fulfilled this obligation.



B. Actions that must be made by the applicant for the transfer.

TRANSFER OF TITLE DEED IN THE NAME OF THE BUYER

Where all the three above mentioned conditions of the Law are fulfilled, the Land Department will proceed to send all interested parties a relevant notice of the transfer of the property in the name of the buyer, giving a period of forty-five (45) days to any interested person (holders of registered encumbrances on the property which is the object of the contract) to submit an objection and / or application for the transfer of the encumbrance. In case of an objection and / or application for the transfer of the encumbrance, such objection and / or application shall be examined and subsequently decision will be issued.

Upon completion of the above, a relevant notice will be sent the buyer and the seller, calling upon them within sixty (60) days from the date of service of the notice, to proceed with the transfer of the property in the name of the buyer. Additionally, the buyer will be called upon within the above period, to pay the fees for the transfer of the property in his name.

B. Actions that must be made by the applicant for the transfer.



The buyer has the right within the period of sixty (60) days to come to the Department of Lands and Surveys and pay the transfer fees in the absence of seller, either by paying the total amount of the transfer fees reduced by 10% or by paying it in twelve (12) equal monthly instalments.

It is stressed that in any case, whether of voluntary transfer (transfer in the presence of the seller and buyer), or compulsory transfer (transfer in the presence only of the buyer or transfer in the absence of both seller and buyer), the transfer of the property on the buyer's name is completed with the corresponding procedures. In case of non-payment of the transfer fees by the buyer, the property will incur an encumbrance, which will correspond to the amount of the transfer fees increased by fifty percent (50%).



This Bulletin was prepared by the Department of Lands and Surveys

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IMPORTANT NOTE: The contents of this Bulletin do not replace the text of the Immovable Property (Transfer and Mortgage) Law, no. 9/1965, as amended by Law 139 (I) / 2015. In case of difference between the text of this Bulletin and above Laws, the provisions of the Laws shall prevail.