

Short title	1. This Law shall be cited as the Immovable Property Transfer and Mortgage Law (Amendment) (No. 10) Law of 2015 and shall be read together with the Immovable Property Transfer and Mortgage Laws of 1965 until (No. 9) of 2015 (which shall hereinafter be referred to as the "basic law") and the basic law and this Law shall be referred to collectively as the Transfers and Mortgaging of Immovable Property Laws of 1965 to (No. 10) of 2015.
Amendment of the basic law by adding new sections	2. The Basic Law shall be amended by adding, immediately after section 44IZ thereof, of the following new sections:
Scope of application of the provisions of this section and sections 44IΘ to 44KZ	44IH. The provisions of this section and sections 44IΘ to 44KZ shall apply in any event where the immovable property or part thereof is charged by contract, which has been submitted to the competent District Lands Office before the 31 <sup>st</sup> of December 2014 or has been submitted thereto by virtue of a Court order, pursuant to the provisions of the Sale of Property (Specific Performance) Law, for the purpose of transferring the property which constitutes the object of the contract on behalf of the buyer.
Transfer of immovable property in the name of the buyer ex officio or upon submission of an application	44IΘ.- (1) Subject to the provisions of section 44IH, the transfer of an immovable property in the name of the buyer shall be carried out ex officio by the Director on the basis of the procedure prescribed by Regulations or upon the submission of an application by the following persons:
	(a) the purchaser pursuant to a contract deposited with the competent District Lands Office,
	(b) the vendor pursuant to a contract deposited with the competent District Lands Office,
	(c) the mortgagee by virtue of a contract for the mortgaging of immovable property which is recorded in the registers of the property, and/or
	(d) the lender by virtue of a loan agreement with the buyer.
	(2) Subject to subsection (1), any pending proceedings under the provisions of Part VI and VIA of the Law, the Bankruptcy Law and the Companies Law, as well as any other Law currently in force, shall be suspended until the full completion of the examination of the application submitted in accordance with the provisions of this Law, where:
	(a) a separate title deed has been issued in relation to object of the contract and either the purchase price has been paid in full or a part thereof has been paid before the date of the filing of the application and the purchaser has declared in writing that he shall pay, and does pay, the balance of the purchase price in accordance with the provisions

	of the contract, in the special interim account referred to in subsection (2) of section 44K, or
	(b) no separate title deed has been issued for the subject matter of the contract, or the purchaser has paid the purchase price in full or has paid part thereof until the date of filing of the application and the purchaser has declared in writing that he shall pay, and does pay the balance of the purchase price, pursuant to the provisions of the contract, in the special interim account referred to in subsection (2) of section 44K and, in addition, the issuance of a separate title deed is possible in accordance with the provisions of Part VIA of the Immovable Property (Tenure, Registration and Valuation) Law.
Examination of the application	44K.- (1) Subject to the provisions of sections 44IH and 44IΘ, the Director shall review the submitted application and investigate whether the following conditions are met:
	(a) the purchase price has been fully paid, and
	(b) there is a registered title deed for the property.
Form "ID"	(2) Subject to the provisions of paragraph (a) of subsection (1), in the event that the purchase price has not been paid in full, the Director must serve on the purchaser a written notice in the form "ID", requesting him thereby to pay the balance of the purchase price to pay in a special interim account, within thirty (30) days from the date of effecting service of the notice:
	Provided that, in the event that the buyer has paid part of the purchase price until the date that the application is filed and in respect of the balance he has declared in writing that it shall be paid within the time limit required in accordance with his contractual obligations, the said balance shall be paid in the special interim account.
	(3) An application which is submitted under the provisions of section 44IΘ shall remain pending until the full implementation of the conditions specified in subsection (1), in the event that:
	(a) The purchase price has not been paid in full pursuant to the provisions of subsection (2), and
	(b) a separate title deed has not been issued in relation to the object of the contract before the date of the application.
Requirement to produce evidence	44KA. - (1) The Director may, at any stage, require any interested person to produce such evidence, within a specified time limit, which he deems necessary for examining the application.
	(2) For the purposes of the provisions of section 44K, the evidence produced for the examination of the application, as well as the procedure for the opening and management of the special interim account shall be specified by Regulations.
Notice of intent to effect transfer.  Form "IE",	44KB. - (1) Where the conditions set out in subparagraph (1) of section 44K are fulfilled, the Director shall notify the buyer, the seller, the mortgagee and any person in whose benefit an encumbrance and/or prohibition has been registered, by serving written notice in the form of Form "IE", of his intention to effect a transfer of the immovable property in the name of the buyer after the passing of forty-five (45) days from the date of service of the notice.
	(2) The notice shall inform the buyer, the seller, the mortgagee and any person in

	whose benefit an encumbrance and/or prohibition has been registered, that in the event that they fail to file an objection pursuant to the provisions of subsection (3), the Director shall proceed with discharging, removing or cancelling the mortgage, the encumbrance or the prohibition and shall transfer the immovable property in the name of the buyer in accordance with the provisions of this section.
	(3) The buyer, the seller or the mortgagee as well as any other person in whose benefit an encumbrance and/or prohibition has been registered may, within forty-five (45) days of receipt of the notice pursuant to subsection (1), file an objection with the Director for the following reasons:
	(a) that the contractual obligations of the buyer against the seller have not been fulfilled in full, or
	(b) the contract between the seller and the buyer is void and/or has been terminated under a Court order:
	Provided that, in the event that the objection is substantiated, the Director shall not effect the a transfer of the title deed of the property in the name of the buyer:
	Provided further that, in the event that the objection is not substantiated, the Director shall proceeds in accordance with the procedure laid down by the provisions of subsection (2).
	(4) Subject to the provisions of subsection (2), the seller, the mortgagee and any person in whose benefit an encumbrance or prohibition has been registered may request the transfer of the mortgage, encumbrance or prohibition to another immovable property of the same seller, instead of the discharge, removal or cancellation of the mortgage, encumbrance or prohibition:
	Provided that, the Director shall examine the application and if it there is evidence that the seller is the registered owner of another immovable property, according to the above, he shall proceed with transferring the mortgage, the encumbrance or prohibition to that property:
	Provided further that, in case of an application for transfer, the Director shall proceed with the transfer according to the instructions of the mortgagee and any person in whose benefit an encumbrance or prohibition has been registered:
	Provided further still that, if the application for transfer is not substantiated in accordance with the provisions of this subsection, the Director shall proceed in accordance with the procedure laid down by the provisions of subsection (2).
	(5) Subject to the provisions of subsections (3) and (4), the buyer, the seller, the mortgage lender and any person in whose benefit an encumbrance or prohibition has been registered shall have an obligation to provide the necessary evidence according to the Regulations for substantiating their objection or the transfer of the mortgage, of the encumbrance or of the prohibition on to another immovable property of the same seller.
	(6) The Director may, after the lapse of forty-five (45) days, effect a transfer of the mortgage, of the encumbrance or of the prohibition on to the seller's other immovable property, according to the procedure prescribed by Regulations.
	(7)In the event that the seller is not the owner of another immovable property, the Director shall accept an application for the transfer of the mortgage, of the encumbrance or of the prohibition from the mortgagee or from any person in whose benefit an encumbrance or prohibition has been registered, on the immovable property of the following persons in accordance with Regulations:

	(a) Legal persons who have guaranteed the seller's obligations in relation to the immovable property, or
	(b) natural persons who have guaranteed the seller's obligations in relation to the immovable property, and who, at the time of signing the contract, were acting as the directors of the seller or held a percentage exceeding ten per cent (10%) of the share capital of the seller, in the event that no immovable property is registered in the name of the legal persons in accordance with the provisions of paragraph (a) and in the event that the seller himself is a legal person:
	Provided that, in the event of a transfer of the mortgage, of the encumbrance or of the prohibition onto the immovable property of a person in accordance with the provisions of paragraphs (a) and (b), that person shall acquire for the purposes of this Law, the status of the mortgagor and his liability shall be limited to the amount which corresponds to the liability arising from the relevant contract of guarantee.
Notice of transfer of immovable property, transfer fees and registration of mortgage. Form "IST" Form "IZ"	44KG.- (1) Subject to the provisions of section 44KB, the Director shall serve a written notice on the buyer and seller in the form of Form "IST" and Form "IZ", respectively, inviting them thereby to proceed with the transfer of the property within sixty (60) days from the date of service of the notice.
	(2) For the purposes of the transfer of an immovable property in the name of the purchaser under the provisions of section 44KB, the buyer shall have the right to choose to pay, within the above mentioned time limit:
	(a) the total amount which corresponds to the transfer fees owed, reduced by ten per cent (10%), within the said period, or
	(b) the amount of transfer fees owed, divided into twelve (12) equal monthly interest free instalments, the first instalment being payable on the first day of the month following the exercise of the right.
	(3) In the event that the buyer neglects, fails or refuses to pay any transfer fees in accordance with paragraph (a) of subsection (2), the Director shall transfer the property in the name of the buyer by charging same with an encumbrance which corresponds to the amount of the transfer fees increased by fifty per cent (50%).
	(4) In the event that the buyer neglects, fails or refuses to pay any instalment owed in respect of the transfer fees in accordance with paragraph (b) of subsection (2), the Director shall, at the end of the prescribed period for settling the transfer fees in instalments, proceed with transferring the property in the name of the buyer, by charging same with an encumbrance which corresponds to the amount of the unpaid instalments, increased by fifty per cent (50%).
	(5) Subject to the provisions of subsections (3) and (4), an existing mortgage, encumbrance or prohibition which falls on the property shall be deleted by the Director before the transfer of the property:
	Provided that, no transfer in the name of the buyer shall be effected in the event that there are outstanding debts of the buyer arising from his contractual obligations in relation to the payment of immovable property tax pursuant to the Taxation of

	Immovable Property Law, of immovable property charges pursuant to the Municipalities Law and the Communalities Law, as well as sewerage charges under the Sewerage Systems Law.
Form "IH"	(6) In the event that there is a registration in the registers of the competent District Lands Office against the registration of the property, which consists of the object of the contract, or a registration of a contract for the assignment of collateral or a note concerning the loan agreement relating to the object of the contract, the Director shall notify the transferee under the contract for the assignment of collateral or the lender under the loan agreement, by serving a written notice in the form of Form "IH", of his intention to transfer the property in the name of the buyer:
	Provided that, in the event that there is a registration of a contract for the assignment of collateral or a note that there is a loan contract against the property regarding the object of the contract and where, during the transfer, no registration is made of the mortgage contract on behalf of the transferor and the transferee, the Director shall proceed with registering the property which forms the object of the contract in the name of the buyer and shall simultaneously register a mortgage against the property, provided that the transferee pays the mortgage registration fees:
	Provided further that, the transferor shall, for the purposes of this Law, become the mortgagor and the transferee shall become the mortgagee and the amount and interest foreseen by the contract for the assignment of collateral or in the loan agreement, shall consist of the mortgage principal and interest:
	Provided further still that, the transferee may, under the contract for the assignment of collateral or the lender under the loan agreement, pay the fees for the transfer of the property in the event that buyer refuses or neglects or fails to pay same.
Obligation to produce evidence	44KD- (1) A person shall, in accordance with the provisions of section 44KA, be obliged to comply with the requirement to provide evidence within the time limit referred to in the relevant notice.
	(2) The Director may impose an administrative fine not exceeding ten thousand euros (€10,000.00), on a person other than the applicant, who refuses or fails or neglects to comply with the requirements of the notification to provide evidence and to pay additional charges which shall not exceed one hundred euros (€100.00) for each day that the infringement continues.
	(3) The Director shall, before imposing an administrative fine under subsection (2), shall notify the person affected of the intention to impose a fine, informing him of the grounds on which he proposes to act in this manner and by giving him the right to make representations within thirty (30) days from the date that he became aware of the notice.
	(4) The Director shall impose an administrative fine under the provisions of subsection (2) by written and justified decision, notified to the person affected and which:
	(a) Shall specify the said infringement; and
	(b) shall inform the affected person of his right to appeal against the decision either by a hierarchical appeal to the Minister under section 44KE, or by an application for judicial review before the Supreme Court under Article 146 of the Constitution.
Hierarchical	44KE- (1) Any person who considers that the decision of the Director on the imposition of the administrative fine under the provisions of section 44KD prejudices

appeal	his legitimate interests or disagrees with the decision of the Director, may file an hierarchical appeal to the Minister of the Interior.
	(2) The hierarchical appeal before the Minister of the Interior shall be filed in writing within thirty (30) days of the notification of the contested decision to the person affected.
	(3) The hierarchical appeal according to subsection (1) shall suspend the execution of the decision until the issuance of the decision.
	(4) The Minister of the Interior shall examine the appeal and after hearing the interested parties or giving them the opportunity to set out their views in writing, shall decide on the matter in accordance with subsection (5), at the latest within a time-limit of thirty (30) days.
	(5) The Minister of Interior may issue one of the following decisions:
	(a) Uphold the contested decision.
	(b) annul the contested decision.
	(c) amend the contested decision.
	(d) issue a new decision to replace the contested decision.
	(6) The Minister of Interior shall notify the decision issued under subsection (5) to the applicant.
Interpretation	44ST. For the purposes of this Part-
	"transferee of collateral" shall have the meaning given to this term by the Sale of Land (Specific Performance) Law.
	"transferor of collateral" shall have the meaning given to this term by the Sale of Land (Specific Performance) Law.
	"Interested person" means any person entitled to any part of the proceeds of the auction for sale, as shown from a search in the records of the Land Registry and includes any guarantors in relation to the mortgage debt.
	"Service" means the delivery of any notice or communication by registered letter which is addressed and sent to the last known address or the address which is registered in the relevant District Lands Office of the residence or the registered office of the person to whom the notice or communication is addressed, or by private service of such notice or communication with such a person.
	"Contract" has the meaning given to this term by the Sale of Land (Specific Performance) Law.
	"contract for the assignment of collateral" has the meaning given to this term by the Sale of Land (Specific Performance) Law.
	"Sale price" means the sale price, as this is specified in the contract and/or any addendum to the original contract.
	44KZ. The provisions of sections 44IH to 44KST shall apply regardless of the other provisions of this Law, of the Bankruptcy Law, of Parts IVA and V of the Companies Law, as well as the provisions of any other applicable law.