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LAND LAW, 1992

General Disposition

Article 1:

All the land in Cambodia belongs to the State and shall be governed and protected in agreement by the State. The State does not recognize the land property right existing before 1979. The property right and any other rights related to the land shall be governed by this law.

Article 2:

Cambodians have the full right to possess and to use the land and have the right of inheritance of the property provided by the State for living and for doing business.

Article 3:

The State guarantees to the user of the land the right to possess, to use, and to receive lawful product of the land.

The violation of the private property shall be forbidden except when the public interest requires in cases provided by the law. In this case the property owner has the right to receive in advance just and proper compensation.

Article 4:

The mineral, cultural and historical patrimonies underground, on the ground, at the bottom and under the bottom of the sea are the property of the State.

Article 5:

Private right is not given in forestry reserve, fishery reserve, water reservoir for mining purposes, cultural and historical patrimonies, monasteries, deep forests, schools, parks, public hills, old public buildings, land reserved for roads construction and road maintenance, rail-road, rivers and seas.

PART I: ESTATE OWNERSHIP

Chapter I: Estate " Real Estate "

Section I: Type of Real Estate

Article 6:

An estate is an object which has a fixed position in one place, either by nature or by fixture. All movable objects by their natural state but defined by law as estates are called estates as provided by law. The rights applicable to the estate are also considered as estates.

Article 7:

Estates by nature are land, buildings that were constructed on foundations, or constructed with concrete, and bricks, buildings that if they are moved will produce substantial loss of value.

Article 8:

Estate by fixtures are objects, even though movable by nature, are nevertheless considered as estates because they pertain to accessories of the estates. They shall be attached to the estates; sometimes, they are the product of the estates such as forest product of every kind prior to the harvest, or not separated from the land or, trees bearing fruits; sometimes they are useful in business utilization of funds for agriculture, industries, commerce, such as animals raised for husbandry, for sale, for transportation, for racing, for plowing, and vehicle, instruments, tools, equipments, fertilizer, seeds and young trees; sometimes they are the products that enter into combination with estates by nature, and in case they are separated from the estates to become the movable properties it destroys the pre-established order, the usefulness, the easiness and the beauty of the estates which they were used to support, like gutters, big mirrors, statues, lamps attached to the wall or to the ceiling and board etc...

Article 9:

Estates as provided by law are objects that the law classifies into the estates by nature even though they are transportable. These estates are ships with capacity more than 30 tons, floating houses with the same capacity, and secured rights on the estates.

Article 10:

Real estates and secured rights on that estates may sometimes be privately owned by single individual, or several individuals each having a share of that one property or that one right which cannot be separated; sometimes it is a communal estate belonging to one group of people or to all of them.

The property of the first category called "private property " shall be considered as private personal ownership of each person. The property of the second category called "communal estate" shall be considered as public and communal property.

In all these cases, private person or community shall have the right to estates property on the immovable properties enumerated below; all other rights are not recognized by law:

1. Proprietorship
2. Temporary possession
3. Authorization to cultivate land
4. Franchise
5. Usufruct
6. Right of use and of stay
7. Easement
8. Secured loan on estate
9. Mortgage

The rights related to the authorization to cultivate the land and the rights related to the franchise will be dealt with in separate laws.

Article 11:

Usufruct, the right of use and stay, easement are the cases that affect the owner's rights; they take away the monopoly rights on the proprietorship, due to the individual, intentional agreement or due to the compliance with the law. The above three rights mentioned in Part III about the dismemberment of the proprietorship are not considered as secured debt.

The secured loan on estate, is considered as a secured debt in order to protect the commitment made by the realty proprietor put his estate as an object of guaranty against his changing of mind. The proprietor shall perform his duty for the interest of the secured lender.

Section II: The relationship between the estate and the estate owner

Article 12:

The real estate owner recognized by law has all benefits relating to real properties which are natural produce and income of capital. The natural produce is the product from the land or domestic animal; the eligible person shall receive this produce in its natural form. The income of capital is a product of the capital, and rent and interest; the eligible person shall receive this produce in cash.

Article 13:

Ordinary person may organize freely their property, and their rights as private individual, simply by saying before executing the tasks; the ordinary person, however, shall respect the regulations of legitimate law also.

Article 14:

In order to manage their possession, the community who own the property shall be considered also as a person called legal person which shall have a personality separate from the personality of a member of the community, and which it shall represent in the enjoyment of all rights.

In order to manage and administer their own property whether it is public or private, the community shall be subjected to a separate law.

Article 15:

Any property that social consideration requires that it is preserved in its natural form in order to serve the public interest shall be considered as public property pertaining to the state community. The property having the above mentioned character cannot definitely be sold.

Article 16:

Any property that does not generally benefit the society as mentioned above, and that other persons may, each, have, that property shall be considered as private property of the community.

Article 17:

All properties of the public domain, in the event where they cease to provide anymore benefit to the society, they turn into private properties in accordance with the land cultivation law or franchise, and that properties are no longer unsalable.

Article 18:

The properties that are vacant and have no owner, properties belonging to a deceased who has no heir, the abandoned heritage, should belong to the private properties of the state.

After a period of five years, the unregistered real properties, whether productive or not shall be considered as private properties of the state.

The registered real properties whose owners failed to pay the property tax, the estate tax or the rent in time and at the rate determined by the state within a period of five consecutive years, and, the property that every body reports that they relinquish, shall belong to the private property of the state.

Chapter II: Proprietorship

Article 19:

Proprietorship is the right to manage absolutely and solely any property, provided that it is not prohibited by law.

The land proprietorship can only acquire on the residential land.

A separate law shall be applied to the land located in the residential area and in the municipality.

Article 20:

Nobody shall be forced to transfer his/her ownership, if the forcing is not necessary for public interest, and, no proper and just indemnity paid to the owner.

Article 21:

The proprietor has all rights pertaining to its property and everything derived from the property itself either by nature or by creation. These rights are called the right of accession.

Section I: The right of accession deriving from an object

Article 22:

According to the right of accession, natural resources from the land, the income of capital, the breed from animal husbandry shall belong to the proprietor of that land.

Article 23:

Unless the proprietor pay the labor cost, the cost of the seeds, to the third person, the production from his/her property belongs the proprietor.

Section II: The right of accession to the land bound objects and the combined objects

Article 24:

Anything that grows out of, or in combination with an object, shall belong to the proprietor of that object.

Article 25:

The ownership of the land is the ownership of the adjacent and the subjacent of the land. The proprietor can plant crop and construct building on the land as he/she wishes unless the law and regulations prevent him/her from doing so.

Article 26:

Buildings, crops and any works done on the land or in the land, if no evidence showing that it belongs to the other person shall be assumed as object done at the owner's resource.

Article 27:

The proprietor of the land where the buildings were constructed and the works are done by the equipment which do not belong to himself or herself, shall pay the cost of the equipment to the owner of the equipment. The proprietor may be punished for the payment of the damage, but the owner of the equipment has no right to acquire the works done.

Article 28:

If the crops, the buildings, and works done by the third person, by his own equipment, the proprietor shall have the rights to keep those items, or, allow that third person to remove them. If the proprietor allows the removal of the crops and the buildings, the one who planted or built shall take them out at his own expenses and cannot claim any damage. That third person may receive the penalty by paying the indemnity to the proprietor, if the removal caused any damage to the land proprietor.

If the proprietor wants to keep the crop and the work already done, he shall pay the labor cost and the cost of the equipment without considering whether the land will have more or less value. But if the court ordered to take away the crops, the buildings, and the work already done from the third person without penalizing him, because of his sincere intention, the proprietor may not allow to remove the trees, the buildings but he may choose to pay the cost of the equipment and the labor cost, or by paying an amount of money equivalent to the increased value of the land.

Article 29:

The silt that grows out of the large riverbank, small riverside, little by little, can be recognised as alluvial soil.

The alluvial soil shall belong to the proprietor of the land on the water front accessible or not by the ships and the rafts. But if it is accessible, the proprietor shall keep that water passage or the dock in accordance with the regulations.

Article 30:

The alluvial soil, that built up from one side of the river, little by little without being realized it, carried by the water current from another side of the river, shall belong to the proprietor of riverside where the alluvial soil grows. And the proprietor of other side of the river cannot claim for their loss of land carried by the water current. These regulations do not apply to the alluvial soil in the sea due to the movement of the water.

Article 31:

If the large river or small river, creek whether accessible or not by ships have flood which causes a big chunk of land break away from one part of the riverside, and deposit on the

lower bank or on the other part of the riverside, the proprietor who lost the land can claim back within that year. Beyond one year the claim shall not be taken into consideration as void unless the proprietor of the land which has alluvial soil deposited has not possessed the land yet.

Article 32:

Islands, isles and the land that grows out of the river bank creeks which can be used as passage, navigable by ships or rafts belong to the state in accordance with the regulations in force.

Article 33:

Islands, isles and the land that grows out of the river bank, creeks which cannot be used as passage, not navigable by ships or rafts, belong to the proprietor who owns the land on the riverside, on the creek side where the island grows. If the island does not excessively grow on one riverside, this island shall belong to the proprietors of both sides of the riverside using the middle of the river as the dividing line.

Article 34:

If any river has new effluents that cross and embrace the land of any proprietor who owns the land on the riverside, and a piece of the land becomes an isle, that proprietor still has the right on that isle even though if the isle grows in the river or small river navigable by ships and rafts.

Article 35:

If any rivers, small rivers or creeks navigable by the ships, rafts and broken into new passage by leaving the old one, the proprietors on the riverside may take back their old passage which became land. Each proprietor shall have its rights to the land up to the dividing line, the middle of the river. The price of that old passage shall be determined by the provincial or municipal court of that place. The court orders the arbitrator to estimate the price at the request of the provincial authority or various interested parties.

If the proprietor of the land on the riverside does not want to pay at the price set by the arbitrator, the state authority shall auction that old passage to the public. The revenue from the auction shall be divided among the proprietors who own that old passage according to its size and the nature of its damage.

Chapter III: Co-Ownership

Article 36:

All co-owners may exercise together their rights as proprietors, each one has one part by proportion of the property only but not by the amount of equipment. In this case, all proprietors are under a joint tenancy " that is being indivisible".

Article 37:

Each part shall be assumed to be equal. Each co-owner has the rights and the responsibility as proprietor, since his/her respective part may be sold or mortgaged and the lender may use it as secured debt.

Article 38:

Co-owners operate these proprieties together unless if there is any different agreement. If the majority did not make any decision different from this, each one of the co-owners shall have the duties and shall be normally responsible for repairing, doing the maintenance and planting crops, etc... Any other more important work than that such as changing the nature of the crop, and important repair, the co-owners can make a decision in the case where the sum of the total parts of the present co-owners is more than half the value of the properties

Article 39:

Each co-owner may take care of, and protect the common property. Each one shall depend on and use that property up to the limit of the rights of the others. All co-owners have to agree in unanimity upon the sale, the creation of secured rights, or the changing the function of operating the property, with the exception that in the case where all of them agreed in consensus to draw a separate procedure on this matter.

Article 40:

The expenses on the maintenance, the property taxes and other charges that came from the co-owners or the equipment itself, shall be paid by the co-owners proportionally unless there is a decision made contrary to this regulation.

If anyone paid more than it should be, he may claim the extra portion from the other co-owner proportionally to their part.

Article 41:

Each co-owner has the rights to force the partition of the property if there is no agreement made on the joint tenant or if there is no intention to keep the property as permanent.

Article 42:

No person may force anyone to keep the joint tenancy and each co-owner may not take a lead to the partition of property in any case.

Co-owners may keep all their portions in the joint tenancy for a period of time not more than five years, unless the contract is renewed.

Article 43:

The co-ownership is terminated when their property is partitioned according to its original form, sold by agreement of all tenants, or by auction. The revenue shall be divided accordingly, or anyone or more than one person in the group take over the other parts by himself or themselves.

If the co-owners do not agree upon the way of dividing, they shall submit their complain to the court requesting for a partition of property in accordance with its original form, and if the object is indivisible due to the considerable loss of its value, the court may order to put the indivisible object in auction or sell it to the co-owners.

Article 44:

In particular, the joint tenancy which shall be permanent and still remain after the partition are the following items:

1. Land and buildings dedicated to the religion
2. Part of the land that serves the other public interest such as land road water passages, etc...

Chapter IV: Joint-ownership

Article 45:

The word " indivisibility " if one talks about fences or walls means the joint-ownership.

Section I: The wall Joint Ownership

Article 46:

The repair and the construction of the wall is the duty of the persons who have the ownership on the property in accordance with the proportion that each one has the rights on.

In case of abandoning their joint-ownership, the joint tenants may stop paying the maintenance cost or the cost of rebuilding the wall if the wall joint-ownership does not support his/her house.

Article 47:

Each joint tenant may not make a hole in the wall joint-ownership or do something to block or use the wall as support without the other tenant's consent, or, if one tenant did not consent and did not request for the presence of the arbitrator to supervise in order to protect his work against the abuse of the other's rights, shall not be done either.

Article 48:

All joint tenants that connect any walls shall make the wall joint ownership for all or for some by paying to the owners of the walls one half of the cost or a part of the cost of the wall that they want to be the wall joint-ownership and also the cost of the land where the wall is constructed.

Article 49:

The joint tenants may construct the wall attached to the wall joint ownership by putting the cross bar, joist, and beam to fill the wall area leaving out 5 centimeters, but this work shall not violate the other tenant's rights. If the other tenant shall construct from their side at the same place forward, the other tenant shall request to put cross bar, joist and beam up to one half part of the wall.

Article 50:

Any joint tenant may raise the wall joint ownership at his own expenses including the work, the labor and the maintenance of the part constructed by himself, and taller than the original height and the proper indemnity due to the height and the price.

Article 51:

If the wall joint ownership is not strong enough to support the weight of the additional height, then the joint tenant who wants to raise the wall, shall pull down and reconstruct the new

wall. He shall pay all the expenses. And the thickness of the wall which shall be thicker than the original thickness shall be constructed on his own land.

Article 52:

The other joint tenant on the other side who did not contribute to the construction of the additional part of the wall, but want to use as the wall joint ownership, shall pay one half of the total cost of the work and the cost of land where the thickness of the wall is laid.

Section II: Ditches, fences dikes joint-ownership

Article 53:

Wall joint ownership, whether there are ditches fences or dikes shall be taken care by the joint-owners, in paying the maintenance cost, but if anyone of the joint-owners refuses to pay the maintenance cost, he may do so, by abandoning his rights to the wall joint ownership.

But if the ditches or the dikes are normally used as drainage, the joint-owner shall not abandon his joint-ownership rights.

Article 54:

Joint-owners who have the land attached to any ditches, fences or dikes which do not belong to the joint-ownership, shall not force the owners of the ditches, fences or dikes to be their joint-ownership.

Article 55:

Each joint-owner among all joint-owners, may pull down and move away the fence up to his borderline, but he shall put up again the fence at his borderline.

If the ditches or the dikes joint-ownership are only the wall, the joint-owners may do the same as mentioned above.

Chapter V: Monastery Property

Article 56:

Monastery property is the property of the congregation. It shall not be sold in any case and set any age to it.

Article 57:

Monastery property can be rent or exchanged. The rent and the income from the exchange shall be used only in the religious activities.

Article 58:

It is the duty of the Buddhist community to manage the monastery property. The congregation shall appoint an Achar or a representative who shall have the rights to take action in the court where there is a complaint about this property.

Chapter VI: Acquisition of Ownership and Transfer of the Estate's Ownership

Article 59:

Any person can acquire ownership and can transfer it to another person through heritage and contract. Moreover, any person can convert temporary possession to ownership through the

change of the uses of the land which has already been recorded it in the estate's ownership registration book.

Article 60:

For the concerned estates, the transfer of ownership document, or the temporary possession and secured rights shall be legal for a third party when the document has an authentic formula and also recorded in the real estate's register.

PART II: THE TEMPORARY POSSESSION

Article 61:

Temporary possession is a state of affairs which means the act of having an exclusive possession of any property and completing all actions toward that property as the owner did.

Article 62:

At the time the temporary possessor maintains that temporary possession without using violence, tries to maintain it with good faith, notorious to the public, without interruption and fraud, that temporary possession can make the temporary possessor to have an effect with regard to the law.

Article 63:

The temporary possession acquired with violence is not considered as lawful. But, if at the time one uses violence against an unrightful third person fights to get that temporary possession, this violence has no effect on the temporary possession that one, at the beginning, acquires it peacefully.

Article 64:

The temporary possessor shall possess with good faith which means he/she does not know there is a third party who has the rights on the property which he/she has been possessing.

Article 65:

The temporary possessor shall possess the property in public which means he possess without hiding it. Anyone who want to claim his/her rights on that property will be able to know or see it.

Article 66:

For the real estate, the notice for the public is:

- 1- The temporary possessor has his/her possession request to chairperson Khum, Sangkat, who has jurisdiction on that estate,
- 2- The temporary possessor has regularly paid the land tax.

Article 67:

The request shall describe the size of the land, type, and its boundary. The chairperson of the Khum, Sangkat shall copy the whole request in the certified document and sign it. If there was somebody who has already recorded it in the real estate register, the temporary possessor cannot claim his/her request.

Article 68:

The temporary possessor shall continuously possess and maintain the temporary possession which means shall regularly do other things as usual without abandoning during any period of time that might contrast with the process of the property itself.

Article 69:

The disposition of the estate, which is not continuously or continuously possess, is up to the opinion of the court. The court shall examine the types of property and shall describe that in the judgment.

Article 70:

The act to keep a low yield soil in order to make it fertilized cannot be considered as an abandonment. The manner of possessing the temporary possession in such condition during that period is considered as has continuously possessed.

Article 71:

The temporary possessor shall not fraudulently possess the temporary possession which means either by himself or by any other person. He shall demonstrate that he does for himself as an exclusive temporary possessor and not because of any other privilege.

Article 72:

If the temporary possession is in any body's hand, that person is presumed to be a legitimate temporary possessor. Any person who claims the rights on the temporary possession for any case shall immediately find proof of his rights.

Article 73:

The temporary possessor can transfer some or all rights to other person through a succession, with or without a will, or a contract. The transfer document of the temporary possession shall be done in an authentic formula.

Article 74:

In the estate issue, if any temporary possessor peacefully, honestly, publicly without ambiguity got a land for 5 consecutive years and the land is free with no record in the enrollment register and does not belong to anybody, the temporary possessor shall become a legitimate owner of that land.

Article 75:

The rights of the temporary estate possession will become the rights of ownership after that estate has been recorded in the ownership register.

Article 76:

Any land which the temporary possessor has abandoned for 3 consecutive years shall become the private domain of the state.

PART III: OWNERSHIP DISMEMBERMENT

Article 77:

Any property owned by a person and passed to another person who benefits it, is called dismemberment.

The rights left from that dismemberment and gotten by the owner were called ownership without usufruct.

Chapter I: Usufruct

Article 78:

The usufruct means the benefit of the product of any estate of which the ownership belongs to another person during a limited time which cannot be longer than the lifetime of the person who has the rights to benefit it.

Article 79:

The usufruct may occur as a result of the law or agreement. The usufruct can occur with or without time limitation, or with some time limitation and conditions.

The contract concerning the usufruct will be used as an evidence. Even between the parties, they shall have a written authentic act. The act will be used as a public record for a third person only after it has been recorded in the estate registration book or in the estate temporary possession book. This only concerns the real estate ownership.

Section I: Usufructuary

Article 80:

The usufructuary has the rights to benefit the fruits, either natural or as income of capital, which come from that estate usufruct.

Article 81:

Any natural fruits produced in the land at the time of the usufruct acquisition will benefit the usufructuary. Any natural fruits produced at the end of the usufruct will benefit the owner without usufruct. Any farming, planting, harvesting, which has already been done, shall not be charged to the owner. But, if there was a lease or exchange labor, a person shall not lose his benefits neither at the time of the usufruct acquisition nor at the end of the usufruct.

Article 82:

Any income of capital will benefit the usufructuary based on the usufruct time's proportion.

Article 83:

The usufructuary will benefit the fruits of the estate by himself or will rent it to somebody or transfer these rights to another person with or without fee.

The lease or contract of labor exchange cannot have over 3 year-duration. If there is a contract extension, the new contract shall be done a year before the end of the usufruct's date.

Article 84:

The usufructuary shall benefit from the fertilization of the alluvium on the soil which he got from the usufruct.

Article 85:

The usufructuary uses all the easements and, in general, all the rights that the owner can use, the usufructuary can use those rights as well.

Article 86:

The usufructuary shall get the quarry in the perimeter of his/her land which he/she got from usufruct as well as the owner does.

Article 87:

The owner without usufruct cannot do thing to damage the rights of the usufructuary.

The usufructuary, after the end of the usufruct, cannot claim indemnity on the estate's improvement made by him/her during his/her usufruct, even the estate has increased the value resulting from his/her work.

But, if the usufructuary has built a house in that location, he/she or his/her heir can ask the other to comply with the regulations in the article 28.

If he has decorated the house built in that location with mirror, photographs, and other decorative, the usufructuary or his/her heir can choose to remove them but, he/she shall rearrange the place to its original setting.

Section II: Usufructuary's obligation

Article 88:

The usufructuary shall receive the estate as it was at that time but, before using, it shall be checked by the chairperson of Khum, Sangkat about the material condition at that location in the presence of the owner.

Article 89:

Also, before using it, the usufructuary shall find the person to guarantee that the use that he/she does is for the best of his/her interests as a good head of family which means the usufructuary shall faithfully benefit the fruits as he/she is the owner and, to strive for the benefit of the owner.

The father or the mother who is the usufructuary of the minor children, not need to have a guarantor. The living spouse who is the usufructuary of deceased husband or wife neither needs to have a guarantor.

Article 90:

If the usufructuary cannot find a guarantor, that estate shall be put for rent, or in custody under sequestration, for land and house lease, or the fruits received by the custodian shall be subtracted from all expenses and give the rest of the fruits to the usufructuary.

Article 91:

Even it is slow to find a guarantor, the usufructuary shall not deprive himself from the fruits which he has the rights to; those fruits shall benefit the usufructuary since the beginning of the usufruct.

Article 92:

The usufructuary shall be responsible for the maintenance's repair, any major repair is the responsibility of the owner without usufruct. But, if the damage was caused by the lack of

maintenance from the usufructuary's part since the beginning of the usufruct, the usufructuary shall be responsible for the repair.

Article 93:

The major repairs are the repairs of the big wall and roof material, roof crossbar change, joist change, and complete roofing, wall repair and the overall fencing. The other repairs are considered as repair of maintenance.

Article 94:

For an old condition, or destruction by an act of God, the owner without usufruct or the usufructuary shall not be forced to rebuild.

But, if the owner without usufruct or the usufructuary has brought the estate for a mortgage, the owner without usufruct or the usufructuary can request the money from the mortgage to build or to repair it.

Article 95:

While benefiting from the fruit, the usufructuary shall be annually responsible for the estate such as taxes, fees, and insurance expenses which used to add on that estate's fruit.

Also, the usufructuary shall be responsible to execute and to renew the contract of guarantee of the estate which is in his usufruct; this, either, means the existing contract at the beginning of the usufruct or the contract which the owner without usufruct will, in the future, request to do it.

Article 96.

The followings are responsibilities, on the ownership during the usufruct which the usufructuary and the owner without usufruct shall share:

the owner without usufruct shall be responsible for those payments and the usufruct shall pay back the interests to the owner without usufruct.

the usufructuary will pay the deposit and request it back when he no longer benefits the fruit.

Article 97:

If there is a lawsuit related to the uses of the usufruct's estate, the usufructuary shall be responsible, if any, to only pay the legal expenses and fine.

Article 98:

If, during that usufruct, there is a third person with ill will against the rights of the owner without the usufruct, the usufructuary shall inform him. If not, in case of prejudice against the owner without usufruct, the usufructuary will be responsible for any damage caused by him, and shall be responsible to pay back.

Section III: The end of the usufruct

Article 99:

The usufruct will end:

1. when the usufructuary die
2. when the time limitation or time period specified in the contract comes to an end
3. when the usufructuary no longer benefits the fruit
4. when the estate for the usufruct is complete destroyed.

Article 100:

Also, the court will decrease the usufructuary's rights, if the owner without usufruct complains that the usufructuary abusively uses the estate and, without maintenance, allows it to decay.

In this case, the usufructuary's creditor has the rights to intervene. The creditor can request for the repair of the damage, and will also request for future guarantee.

Based on the seriousness of the circumstance, the judge may cut off the usufruct or will order to return the estate to the owner without usufruct but, the owner annually pays money to the usufructuary or to the eligible person of the usufructuary until the end of the usufruct's time limitation.

Article 101:

The fact that the owner without usufruct sold the usufruct's estate does not change the situation of the usufruct. The usufructuary still continues to have the rights to benefit the estate's fruits, unless the usufructuary clearly denies it.

Article 102:

If, after denying the usufruct's benefit, the usufructuary fraudulently wants to damage the rights of the creditor, the latter can sue to void the usufructuary's denial, unless it is a case of the usufruct's heritage.

Article 103:

The usufructuary's rights will cease if the estate is completely destroyed. If it is partially damaged, the usufructuary shall have the rights to benefit from its intact part.

Article 104:

If there is one building used as usufruct and it has been completely destroyed, the usufructuary shall not have the rights to stay in the land, nor on the construction materials.

If the destroyed usufruct building is included in the property, the last disposition of the article 94 of this law shall apply in these two cases unless there are other reasons.

Article 105:

The temporary possession can apply to the usufruct dispositions only in the framework of its rights.

Chapter II: The rights to use and to stay

Article 106:

The rights to use allows the beneficiary to take out from the estate any reasonable benefits for his/her own and family needs.

The rights to stay is the rights to allow the beneficiary to possess a decent place to stay in a house for him/herself and family.

The two rights: right to use and right to stay, allowed this kind of beneficiary even in the future, the beneficiary will become married or will have children to have it.

Article 107:

The creation and the cessation of the usufruct and the rights to use and to stay occur in the same manner.

All users' rights shall be decided and agreement recorded in a certified act, or if there is no certified act the following dispositions shall be complied with.

Article 108:

The beneficiaries who have the rights to use and to stay shall comply with the obligations mentioned in the articles 88, 89, 91, 95, 97, and 98 of this law.

Article 109:

The beneficiaries cannot transfer, rent their rights to anybody.

Article 110:

If the user takes all the fruit benefits or occupies the whole house, he/she shall pay the expense for the planting, repair, maintenance, taxes and insurance as the usufructuary does. If the user benefits part of the fruits, or occupies part of the house, he/she shall proportionally share the charge based on the parts he/she uses and stays.

Chapter III: The easement

Article 111:

The easement of the land is a burden on any estate called servient, or subjacent land, for another estate called using soil, or dominant which belongs to another owner who uses it.

Article 112:

There are different kinds of easements depending on the occurring conditions such as easement by the nature, by law, and by contract.

Section I: The easement by nature

Article 113:

The subjacent land shall receive a natural water flowed from the upper land. The subjacent land's owner cannot build road, dike, dam, or other works to stop the water flow.

Article 114:

The above land's owner, without violating the above dispositions, has the rights to keep the rain water and the water that flows across his/her land.

Article 115:

The owners who have land at the water's level shall allow the water to flow in the neighboring land. Also, the other neighboring land owners shall allow the water to flow freely to other lands for anyone agricultural needs.

Section II: The easement by law

Article 116:

There are two kinds of law: the easement that serves public interest and the easement that serves private interest.

Article 117:

The easement from the law that serves public interest, comes from special law or regulations that the owner of the land shall comply with.

Article 118:

The easement from the law that serves private interest is the disposition of the law which establishes limitation allowing each owner's rights to do everything on their own land without violating the rights of their neighboring owners

Article 119:

The proprietors shall comply with separate regulations determining distances warning ahead the caution of danger resulting from their work which may upset their neighbors such as drilling, digging, making a hole, piling the dirt with bad odor, containing chemical substance, on their own property that may cause hazardous to their neighbor's health

Article 120:

Each proprietor shall not make a hole in the door, make with the same model, window, balcony or overhanging, with the distance less than two meters, straight toward their neighbor's land.

Article 121:

A proprietor cannot plant trees, shrub or bush taller than two meters near the limit of the neighbor land within a distance less than two meters from the limit and will have to remove them immediately on the request of the neighbor.

Article 122:

A proprietor whose land is enclosed and is on the blind path to the public road or that path is too small for agricultural or industrial business may ask, for a passage on the neighbor's land, provided that he/she shall pay for the indemnity proportional to the damage he/she may cause due to the opening of the passage.

Article 123:

The passage shall be opened properly by taking the shortest distance from the enclosed land to the public road.

Nevertheless, the passage shall be opened to a place which causes less damage to the proprietor who accepts the opening of the passage.

Article 124:

If the enclosed land is closed as a result of a partition for the purpose of sale, or any provision of a contract, the passage shall be on the land which remains after the partition or other land which is the object of the contract.

Yet, in case that the passage established on these lands is not sufficient, article 122 would still be applicable.

Article 125:

Any proprietor who needs to use water that he/she has the right to irrigate his land, may request the opening of the water page on the intermediate land; however he/she shall be in chargeable of indemnity for the profit of the owner.

Article 126:

The same proprietor, request the evacuate, the water that he/she, obtain the water passage to irrigate his land, to the lower land, however, he is always in charge of indemnity.

Article 127:

Any proprietor on the riverside who wants to use water for the irrigation of his land, can obtain the means of building, the artistic work necessary to establish the irrigation to the opposite riverside, however, he will always be chargeable of indemnity.

Article 128:

Any proprietor on the riverside who wants to use water for the irrigation of his land, can obtain the means of building, the artistic work necessary to establish the irrigation to the opposite riverside, however, he will always be chargeable of the indemnity.

Article 129:

The proprietor whose land the building is claimed, can always ask for the common usage of the dam but has to contribute half of the establishment and maintenance fee. No indemnity is due for the use of the land; in case it has already been paid, this indemnity must be refunded.

Section III: Human Created Easement

Article 130:

Law permits all proprietors to create on their land, in favor of the other land proprietors, all easements which seems good to them, provided, however, that these easements are really profitable to the use of the dominant land that they, moreover, will not disturb any public order. The use and extent of the so created easements shall be established in cards that should be kept as proof of the creation of easement. If there is no easement the following rules shall be followed:

Article 131:

All easement created by human work shall be lawfully acquired only by certification and will not be opposed by the third party only after their registration in the cadastral register. Then, even a servient land is related to the dominant land, or a relation between the two landowners is established, this relation will no longer exist in case of alienation of one of the two proprietors to the third person without firmly mentioning in the conveyance document, that the easement will remain.

Article 132:

Anyone who creates an easement is assumed to agree on all that is necessary to use it. The easement of drawing water from a fountain necessarily implies the right of passage on the land that surrounds it.

Article 133:

The proprietor of the dominant land has the rights of doing all necessary works on the servient land in order to use it and to conserve easements provided to him.

Article 134:

All works necessary for the use and the maintenance of these easements are the charge of the proprietor of the dominant land to pay the cost, except that he has other agreements.

Article 135:

In case that the charge is for the servient land proprietor to pay, he/she can get rid him/herself of the charge of the abandoning the portion of his land/her land in the easement to the proprietor of the dominant land.

Article 136:

If the dominant land has just been divided the easement is due for each part, except, however, that the burden of the servient land conditions is increased. So, for example, if it concerns the easement or a passage, proprietors of various lots shall use a passage at the same place as it formerly existed.

Article 137:

The proprietor of a servient land cannot do anything that tends to restrain the use of the easement or make it more inconvenient. Thus, he can neither change the place nor can he move the easement to a place different from the one originally placed. If, meanwhile, the maintenance of the original situation would make the easement more expensive for the proprietor of the servient land, by preventing him from doing advantageous repair, he could offer the proprietor of the dominant land a place also convenient as a substitute and the proprietor of the dominant land could not refuse it.

Article 138:

On his side also, the proprietor of the dominant land can use the easement only within the limit specified in the card, without being able to make, neither on the servient land, nor on the dominant land, any change which may aggravate the previous situation.

Section IV: How the easements become extinguished

Article 139:

The easements become extinguished by:

1. the extinction of the right which create the easement.
2. the merger of the dominant and servient lands in the hands of only one proprietor.
3. the total destruction of the land on which the easement is created.

Article 140:

All regulations relating to these easements are also applicable to the temporary possession

PART IV: REAL-ESTATE SECURED TRANSACTION

Article 141:

Creditors have rights on the real property that their debtors, put as guarantees of the money borrowed, by two ways of securing debts:

1. Real-Estate secured loan
2. Mortgage

Chapter I: Real-Estate Security

Article 142:

The security is a contract by which the debtor himself/herself or a third person put a certain property to the creditor for the purpose of assuring him/her, of the payment of a debt by granting him/her, the right to be paid back on the price of the secured property with privilege and preference over other creditors.

Article 143:

A real-estate security shall be in the form of a certified contract.

Article 144:

As a principle, the contract must be certified by the President of the People Committee of the Khum or Sangkat who has jurisdiction over the real-estate. If several real-estates secure one debt, the contract shall be certified by the President of the People Committee of the Khum or Sangkat where the real-estates are situated. This contract shall also be certified by the President of the People Committee of the Srok and Khan who controls the real-estates.

Article 145:

The contract of the real-estate security shall be immediately submitted to affix a seal at the land office concerned. After being certified by the state authority, a copy of the contract shall be preceded to the cadastral office for registration and archives.

Article 146:

The real-estate security shall be considered as properly executed in accordance with the law and the third party may not protest only if the security is recorded to the real-estate property register as mentioned in the above article 145, appropriate to the situation of the provided real-estate.

The non-compliance of this publicity leads to the disqualification of the secured debt and leaves the creditor the right to claim only the reimbursement of the borrowed money.

This law-suit, like the one concerning loans that bear interest, is all law-suits with the statute of limitation. This statute of limitation is within a period of five years.

Article 147:

The same real-estate can be constituted as a security of a loan for the profit of only one creditor or several creditors jointly.

Article 148:

The effective remittance of the real-estate by the debtor to his creditor is not required. It may be a simple remittance of the card of the real-estate.

Article 149:

The remittance or non remittance of the real estate shall be expressly noted in the contract of security. If first, there is a remittance but later on non remittance or vice-versa, the mention of this change shall also be noted on the back of the contract.

Article 150:

If there is an effective remittance of the real-estate, the secured property shall be timely returned to the debtor as soon as he/she will be discharged of his/her debt. Within the period of ten years counting from the date of the execution of the contract, if there is specified date for the payment and from the specified date for payment if it is forth in the contract. If the creditor has not made a law suit to claim the owned money, he/she will be forfeited the right to claim.

This forfeiture, not only leads to the remittance of the land to the debtor but also discharges him from the debt.

Article 151:

If, the debtor remains the possessor of the real-estate, the debtor shall pay the capital and the interest to the creditor as stipulated in the contract. In case of non remittance of real property, the creditor shall sue in court within the period mentioned in the above article 150 and will also be forfeited the right to claim, in case of failing to sue. Expiring this period, the burden on the debtor's real-estate, will be eliminated as indicated in the previous article.

Article 152:

In any case, the creditor shall not became a full rights proprietor of the real-estate given as security for a loan.

Any contrary clause will be considered as null and void.

Article 153:

The contract of the security for a loan, grants the creditor only the rights, to pursue the dispossession of the real-estate and put it on sale and be paid by privilege and preference before other creditors on the price of the real-estate. If, during the term of the security for a loan, the creditor buys the secured land that he has possession or not, the contract of sale must be executed as mentioned in the article 144 of the present law.

Article 154:

The creditor shall use and care for the real-estate as a usufruct wary. He/she shall keep and conserve the real-estate and shall be punishable if the damage of the real estate is imputable to his act or fault. The payment of the damage will be deductible from the owned money.

Article 155:

On the expiration of the contract when the debtor has paid back all his/her debts or because of the foreclosure, the creditor shall give back to his/her debtor his/her real-estate or its value if he/she has damaged it.

Article 156:

If the contract is expired and the debtor requests to reimburse and claim back his/her property but is turned down by the creditor, the latter owes his/her debtor fruits and revenues counting from the expiring day.

Article 157:

Nevertheless, if no term is specified in the contract about the date of payment, the creditor will still have rights of collecting the pending or garnering fruits and harvest, due to his care, work and expenses.

Article 158:

The interest are no more due from the date the debtor offered his reimbursement. The offer of reimbursement shall clearly indicate the sum offered and shall be stated on a document signed by the head of the Khum, Sangkat, the debtor and two witnesses.

If the debtor wants to reimburse at the middle of the year, before the harvest, he shall pay the interest of the sum due during that year and this interest shall be 20% per year according to the rate.

Article 159:

The payment of the tax remains in charge of the debtor if the contract has no determination on it.

Article 160:

The creditor can no longer retain the real-estate when the debtor is discharged of the debt for the real-estate security, on pretence that the debtor has to pay another debt, even it is demandable, unless there is a new security document, for the same land established with the same formalities as previous ones.

Article 161:

The above mentioned rights of the debtor, can be used against the heirs or beneficiaries of the creditor.

Article 162:

The above rights are also those of the heirs or beneficiaries of the debtor and the members of their family who are able to claim that they are co-proprietors of the property hold as security.

Chapter II: The Mortgage

Article 163:

Without dispossessing the proprietor of his/her real estate, the mortgage is a secured debt which allows the creditor, at the due date, to request the sale of the real-estate that is in whoever possession and be paid on the price by privilege and preference to other creditors.

Article 164:

Only registered real-estate can be the object of the mortgage.

Article 165:

Like the real-estate security, the creditor shall not be full owner of the real-estate securing the mortgage.

Article 166:

The contract of the mortgage shall be done at Sakari otherwise, it will be considered absolutely null.

Article 167:

The location, the land size, all charges on the land and the total value of the real-estate securing the mortgage shall be specified

Article 168:

There may be several successive mortgages on the same real-estate and at the same time, in profit of several creditors. Each one of the creditors has rights according to the preference of the registration.

Rights of mortgage creditors.

Article 169:

All mortgage creditors, whatever their rank is, may proceed to the sale of the property held as mortgage when the debtors fail to pay at the due date.

PART V: SUCCESSION

Article 170:

Succession is the transfer of the patrimony of a deceased person in profit of one or several people called heirs or successors. Succession shall be transferred by law or by will of the defunct. Succession by law is called ab-intestate and those by will of the defunct is called testamentary.

Article 171:

Successions shall be divided the day after the decease dies and at the defunct's last domicile.

Article 172:

Only the living, capable and non-declared disinherited person can be successors. Conceived child shall be successor if born alive within 300 days following the day of decease.

Article 173:

Convicts of imprisonment for life, are considered as incapable to succession. Those who benefit a grace or a commutation of the sentence...regain their capacity. Any testamentary for the convicts of imprisonment for life will instead devolve to their descendant.

Article 174:

The following people can be absolutely considered as incapable successors by the court:

1. Those who make an attempt on the defunct's life, while he/she was alive whether the author of the crime was the principal or the accomplice.
2. Those, older than 16 years old, knowing the murderer of the defunct but was indifferent and did not report the case to the court.
3. Those who made a false accusation on the defunct, leading his/her sentencing to criminal penalty or penalty of imprisonment.
4. Those, though capable, did not come to take care or assist the defunct during his last time of sickness which they know about.
5. Those, close to the place to decease, though capable and with no reason, abstain from participating in the funeral ceremony.
6. Those ousted from the defunct's houses by the defunct because of ingratitude, irreverence, misconduct or other cause, did not beg for apology before the decease.

The court shall make such disinheritance judgement only on the request of any interested person.

Article 175:

The disqualified person is considered as not having received any succession at all.

The succession which should be his, shall go to the persons who should have succeeded if the disqualified person has not been living at the time of the decease, except the legitimate child of the disqualified person born alive within 300 days following the date of his death.

The successor who is pronounced disinherited shall return the part of the succession he has received and the usufruct he has collected.

Article 176:

The disqualified person may possess and look after the succession which shall devolve to his/her children who are minors.

PART VI: CONTRACTS

Chapter I: The sale of the estate

Article 177:

The sale of the estate is a contract by which, a person called the seller who shall be under an obligation to transfer his/her property or any of his/her rights to another person called the buyer, who shall pay him/her the price of the object or the right.

Article 178:

All proprietors can sell the estate or all rights on the estate which are his/her own property unless prohibited by any law or regulation.

Article 179:

The contract for the estate sale shall be in writing and certified according the authentic formality.

Article 180:

Shall be considered null:

- The sale of the estate which is not one's own
- The sale of the estate from the husband to his wife or vice-versa
- The sale of indivisible estate by co-proprietor without the consent of other co-proprietor.

Article 181:

The future estates can be sold except the heritages of the proprietors who are still alive, even with the consent from the latter.

Article 182:

The transfer of the seller's rights to the buyer is considered valid from the date the document of sale is certified to have been sealed and recorded in the enrollment register.

Article 183:

If the estate is sold lower than half of the price which should be sold at the time of sale, the seller may request for rescission which means, the court, upon receiving the claim from the seller or his/her heir or legible person, shall immediately pronounce the sale as null, even the seller has clearly noted, in the contract, for any rescission even he/she has the rights to, or clearly stated that he/she have donated to the buyer at a higher price.

Article 184:

If the sale exceeds 3 years from the selling date, the court should not consider the request for rescission.

The person who sues, be it a married woman, a refugee, an interdicted, a minor whose estate is sold by a major, shall not exceed this period of three years.

Article 185:

If the court considers the request for rescission correct, the buyer can make a choice out of two points that is to return the estate to its proprietor then be reimbursed the price he has paid or keeps the estate and pay the difference to make it even with the price determined by the expert.

A third person who has made a purchase directly from the buyer also shares the same rights except that the direct buyer from the seller himself assures to make the requirement to the seller.

Article 186:

As mentioned in the previous article, if the buyer prefers to keep the estate and pays the difference of the price, he/she shall pay the interest of the balance due from the date of the seller sues.

If the buyer prefers to return the estate and be reimbursed, he/she shall return the product of the estate counting from the date that the seller sued.

If the buyer has never received any revenue from the estate, he shall receive the interest of his money paid to the seller counting from the date of the suit or the purchasing date.

Article 187:

Any selling made by the court authority such as estates bought from the auction for examples nobody can request for a rescission of the object.

Article 188:

The buyer shall pay the sale contract and registration fees.

Chapter II: The Exchange

Article 189:

The exchange is a contract on which all parties agree to give one another an object.

Article 190:

This exchange is submitted to the same law and formalities as the sale.

Article 191:

The exchange is void when the estate is not belonged to the owner. Also considering as void:
The exchange of indivisible estate on which other co-proprietors do not agree.
The exchange of the estate which is a heritage and the proprietor is still alive even if he/she agrees.

Article 192:

The exchanger victim of fraud can claim for the restitution of the object for exchange or for an indemnity.

Chapter III: The Donation

Article 193:

The donation is a contract in which a person, called the donor, irrevocably gives an estate to another person, called the donee, who accepts it.

Article 194:

When the donor or decides to give concerns a universality of a patrimony or an estate, the donation shall be done by writing certified in presence of the donee who agrees to accept it.

The third person cannot protest, once the contract for the donation is complete that is stamped and recorded in the enrollment register.

Article 195:

The donation for the caused of death is called legacy or devise.

Article 196:

When the donee is capable to enter into a contract, he/she may always refuse to accept the legacy or devise.

His/her creditor cannot intervene to force him/her to accept the donation.

Article 197:

The donation of objects which will exist in the future made by the donor, cannot be done. The donation made in order to pay him/her back the debt in the future cannot also be done. The donation that allows the donor to have the ownership rights over the property already given away, cannot be done.

Article 198:

The donor can reserve for himself/herself the usufruct, the rights of use and of stay in the estate.

Article 199:

Any donations accepted by the donee, are considered irrevocable, except the below cases.

Article 200:

The revocation can be claimed by the donor or his/her legible person for the following causes:

1. If the donee does not perform his/her duty
2. If the donee is an ingrate or a disqualified person under the same conditions as those specified in the part regarding succession
3. If the donee refuses to take care of the donor when he/she is in need.

Article 201:

It is the duty of the donor or his/her legible person to request for the revocation.

Article 202:

This revocation annuls the donee's ownership rights; this produces the effect of an annulment condition of the given property and returns it to the donor by leaving no debts and charges to the donee.

PART VII: RIGHTS CONSERVATION OF THE ESTATE

Article 203:

Every document related to the estate shall be registered at the land-office or cadastral office which has authority on the real estate within 30 days from the date of certification otherwise those documents shall be considered as null and void. The land office or cadastral office can make a registration only if the document is completely conformed to the law.

Article 204:

Every person can collect information about the estate debt or the charges on the estate at the land-office or cadastral office at any time from the estate property register or estate possession register. Any request for extract or copy of the document shall be done at the land office or department

Article 205:

The real estate shall be registered in the real estate register book. This book shall be made in two copies. One copy is kept at the municipality or provincial cadastral office and another one at the cadastral director's office.

Article 206:

The temporary possession shall be registered in the temporary possession register. The real estate register book shall register every current transfer, reference of the estate, lot of land division and expansion.

Article 207:

The temporary possession shall be registered in the temporary register. This register book shall be made in two copies which are the same. One of them shall be kept at the cadastral office and another one at the municipality and provincial cadastral office.

Article 208:

The estate temporary possession register shall record only the current transfer of the estate, the partition and regrouping of the size of land resulting from succession.

Article 209:

The real-estate ownership register shall be established at all Khum where the real estate is located, normally within the limit of the administrative Khum and the name of the proprietor shall be specified.

Article 210:

The real estate proprietorship register shall record:

1. The description of the lot
2. The proprietor's vital records (birth certificate, marriage and death certificates)
3. Changes
4. Various observations

Article 211:

The estate temporary possession register shall be made at all Khum where the temporary possession is located geographically within the limit of the administrative Khum, with the precise name of the temporary possessor.

Article 212:

The estate temporary possession register shall record

1. The order numbers in the register
2. The area
3. The name of the neighbor land proprietor, according to the directions order
4. The nature of land use by specifying the type of plants
5. Temporary possessor's identity card
6. The change of the sources of land possession, land partition, land regrouping by successions, by providing references as evidence.

Article 213:

The registration of the current events in the real estate proprietorship register at the cadastral director's office shall be done in conformity with the transfer list provided by the cadastral office.

The registration of the current events in the estate temporary possession register at the cadastral office shall be done in accordance with the change provided by the cadastral office.

Article 214:

In the first process, where our government has no land plan and technical equipment, the state authorizes the cadastral director to use real estate ownership registers which have already been printed in lieu of the real estate ownership register and the temporary possession register, but the registration shall be separated between the ownership land and temporary possession land in each Khum.

Article 215:

A lot of land is a specific surface located in the Khum, not partitioned by a continuing limit, belonging to one person or in the undivided case, belonging to several people and used in one unit

Article 216:

Considered as continuing limit dividing one land lot in several pieces are fences, passages, canals, water ways with at least two meters wide.

Article 217:

Roads, tracks, national roads, rivers, river affluent, small rivers, canals, ditches, grooves, navigable or not navigable to rafts, grooves that irrigate the water out or in, can never be considered as a land lot, but are all considered as public property.

PART VIII: PUNISHMENT REGULATION

Article 218:

The staff of the Cadastral Office who refuses to accept the complaint, delays the process, or refuses to write, to issue and to copy the rights identification card, everything related to the justified complaint, shall be punished by administrative punishment without prejudice to other punishments resulting from his/her own act.

Article 219:

The staff of the Cadastral Office who is careless, forgets to check or wrongly checks the identification mark, forgets to record the reference in the estate ownership register, in the temporary possession register and in the identification card specifying the rights to the secured debt and the objects on the estate, shall be punished by the administrative punishment without prejudice to other punishments resulting from his/her own act.

Article 220:

When the relevant authority examined and found that prejudice is truly the mistake made by the staff he/she shall have to pay the damage and the indemnity to the eligible person.

Article 221:

Any person who secretly sold or mortgaged the estate not belonging to him/her by lying that the estate is vacant and no owner, or by pretending not knowing that the estate has already been sold or mortgaged, but in fact he/she is aware that the estate has been sold or mortgaged, shall be jailed from one to five years without prejudice resulting from his/her own act.

Article 222:

The same punishment shall be applied as in the article 221:

1. Any person, stated in the temporary possession register or in the estate ownership register and claims the estate which is not belonged to him/her, as his/her own.
2. Any person stated in the rights identification card, claims the secured debt knowing that it is not his/her own and the authority who knows well the case allowed it to happen.
3. The person who makes the rights identification card, intentionally does not state and request the registration of the debt and the objects on his/her estate.
4. Any person who tells lie, signs the contract with the third person on the real estate.

Article 223:

The agent who has the authority conspires, with the other in creating document to steal the real estate as stated in the articles 221 and 222 of this law, is considered as an accomplice.

The accomplice shall be punished as the perpetrator.

Article 224:

Those who possessed many different kinds of land do not state in the registration of their estate within three months shall be penalized by paying the taxes on every on their estate, effective the day that this land law is in force.

If the proprietor does not declare five years, later this land become private domain of the state.

Article 225:

Those who obstruct the land declaration shall receive the administrative punishment if they do not stop the offense then, they shall be jailed for a period of one month to one year.

Article 226:

Those who oppose or obstruct the measurement of the land, the planting of the concrete land marking pole, the putting up of the cadastral sign whether temporary or permanent, shall be warned. If they do not stop the offense, they shall be jailed for a period from one month to one year.

Article 227:

Those who take out, or move the concrete marking pole and the cadastral sign, shall be warned. If they do not stop the offense, they shall be jailed for a period from one month to one year without consideration of any damage caused by himself/herself.