

**CAP. 232.**

**CYPRUS**

**SALE OF LAND  
(SPECIFIC PERFORMANCE)**

**CHAPTER 232 OF THE LAWS**

**1959 EDITION**

PRINTED BY

C. F. ROWORTH LIMITED, 54, GRAFTON WAY, LONDON, W.1.

*[Appointed by the Government of Cyprus the Government Printers of this Edition  
of Laws within the meaning of the Evidence (Colonial Statutes) Act, 1907.]*

1959

## CHAPTER 232.

## SALE OF LAND (SPECIFIC PERFORMANCE).

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TO PROVIDE FOR THE SPECIFIC PERFORMANCE OF CONTRACTS  
FOR THE SALE OF IMMOVABLE PROPERTY.

1949  
Cap. 238.

[2nd April, 1885.]

Short title.

1. This Law may be cited as the Sale of Land (Specific Performance) Law.

Formalities  
necessary for  
enforcement  
of contract.

2. Subject to the provisions hereinafter contained, every contract for the sale of immovable property shall be capable of being specifically enforced under the order of a District Court or the Supreme Court, if it is a valid contract according to law and if the following conditions have been complied with in relation thereto, viz.:—

- (a) if it is in writing;
- (b) if the purchaser shall within twenty-one days of the date of the contract deposit or cause to be deposited at the District Lands Office of the district within which the property is situate a copy of the contract;
- (c) if the purchaser has before the institution of an action to compel specific performance of the contract, called upon the vendor to appear before a District Lands official and declare that he has agreed to sell the property mentioned in the contract;
- (d) if an action has been instituted within two months from the date when the contract was made to compel the specific performance thereof.

3. Any law to the contrary notwithstanding, any Court may by its order direct that any contract for the sale of immovable property in respect of which the formalities prescribed by section 2 have been complied with shall be specifically enforced:

Enforcement of contract.

Provided that the immovable property described in the contract shall at the time of the deposit of the copy of the contract at the District Lands Office have stood registered in the name of the vendor under the contract.

4. If any person in whose favour an order directing specific performance of a contract for the sale of immovable property has been made, shall within three months of the date of the order apply at the District Lands Office for the district within which the property is situate for the transfer thereof into his name, and do all acts and things necessary to enable the transfer to be made, the proper Officer of the District Lands Office, on production to him of the order or of an office copy thereof, may cause all such registrations to be made in the books of the District Lands Office as shall be necessary for giving effect to the order.

Order to be acted upon within three months.

5. If any person in whose favour an order directing specific performance of a contract for the sale of immovable property has been made, shall neglect or fail to apply for the transfer thereof into his name, and to do all acts and things necessary to enable the transfer to be made, within three months from the date of the order, his right to claim specific performance of the contract shall absolutely cease and determine, and no transfer of the property into the name of the purchaser in the books of the District Lands Office shall be made under the authority of the order.

Right to specific performance to cease if property not transferred in due time.

6. Where any purchaser under a contract for the sale of immovable property shall obtain an order for the specific performance of the contract and shall duly cause the property to be transferred into his name in the books of the District Lands Office, the property shall on the transfer thereof become vested in him for all the estate and interest therein of the vendor under the contract; and the Court by whose order specific performance of the contract has been directed, may make all such orders directing the vendor to deliver up possession of the property or otherwise for securing the purchaser in the possession thereof, as to the Court shall seem fit.

Effect of transfer under order for specific performance.

Effect of  
deposit of  
copy of con-  
tract at  
District  
Lands  
Office.

7. Where a copy of any contract has been deposited at the District Lands Office under the provisions of this Law, it shall from the date when it is deposited be open to inspection at the office where it is deposited; and notwithstanding any voluntary transfer that may subsequently be made of the property therein described to any person other than the purchaser under the contract, the property shall at any time thereafter, upon the order of a Court, be transferred into the name of the purchaser, and the remedy of any other person into whose name the property may (subsequently to the deposit) have been transferred, whether by way of gift, sale, inheritance, mortgage or otherwise, shall be in damages only against the vendor under the contract.

The deposit of a copy of a contract of sale of immovable property at the District Lands Office shall not operate to defeat or delay any sale which may prior to the date of the deposit have been directed by any Court or Judge.

Saving  
power  
of Court.

8. Nothing in this Law contained shall be construed as depriving any Court of the right to award damages for breach of a contract for the sale of immovable property, where the Court shall so think fit, in lieu of ordering specific performance of the contract.

Liability of  
heirs of  
vendor.

9. If any vendor under a contract for the sale of immovable property in respect to which the formalities prescribed by section 2 have been complied with, shall have died subsequently to the execution of the contract, the purchaser shall be entitled to claim against the heirs of the vendor all such relief as he is by this Law entitled to against the vendor.

Remedies of  
vendor.

10. Where any purchaser of immovable property under a contract in respect to which the formalities prescribed by section 2 have been complied with, shall refuse to pay the purchase money and accept the property, the remedy of the vendor under the contract shall lie in damages only.