PARTIAL NULLITY OF SHARES IN CONDOMINIUM OWNERSHIP

The Triple-Equal Share – A Global Solution in 193 Countries

A Fair and Verifiable Allocation of Costs for Property Owners:

**1 m² of net area = 1 share in the common parts of the building,
assigned to every owner within the same building per 1 m² of net ownership
(expressed in m² and in %)**

Author:
Savo Samardžija

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The book is translated by: Vera Đukić

The book is not for sale.

AUTHOR'S STATEMENT OF ORIGINALITY

I, the undersigned **Savo Samardžija**, hereby declare that I am the creator of the methodology and author of the *Handbook* titled:

"Partial Nullity of Co-Ownership Shares in Condominium Property"

with the subtitles:

- **"Triple-Equal Share – A Global Solution in 193 Countries"**
- **"Fair and Verifiable Allocation of Costs for Property Owners:**
  1 m² of net area = 1 share in the common parts of the building,
  allocated to every owner within the same building per 1 m² of net ownership
  (expressed in m² and in %)."

1. Model and Mathematical Key Formulas as Original Intellectual Work

This Handbook is based on an original model developed by **Savo Samardžija**.
The model is the result of many years of research, judicial practice, and mathematical analysis, and for the first time in history introduces a **universal formula for fair cost allocation in common parts of condominium buildings**:

1 m² of net area = 1 share in the common parts of the building (expressed in m² and in %)
for all owners within the same building.

"This model is not confined to a single country – it is founded on universal mathematics. Therefore, it is suitable for gradual adoption by different nations, allowing them to recognize it over time as a global system of justice."

As proof that property managers often allocate operational and other costs based on **incorrect gross shares calculated from non-existent net and gross areas**, all examples and calculations in this *Handbook* are based on **authentic data from a real case study**.

"The model is an author's contribution, yet its power transcends the author. Once accepted by owners, professionals, and states, it will naturally evolve into a system that unites 193 countries under a single standard of fairness."

"The presented model is universal. Its application is simple and transparent, giving it the natural capacity to become a new system of justice in condominium ownership across all 193 countries of the world."

The new model, called the **Triple Rule of Equity**
(net : net = common parts of the individual unit : common parts of the building = gross : gross),
surpasses all four previous models that caused inequities.
It represents an **objective mathematical solution** applicable equally in Slovenia and in all other countries.

The author's model presented in this *Handbook* is not bound to a local context.
Due to its **universal simplicity**, it possesses a natural ability to grow into a **global system of justice in condominium ownership**, capable of connecting **193 countries** into a unified standard of fairness.

Proposed Complete Set of Formulas (7 + 2 Control Formulas)

1. Core Formula (New Formula – The Solution)

1 m² net = 1 share in the common parts of the building (expressed in m² and %)

$$\frac{3.517 \text{ m}^2 \text{ (common parts of the building)}}{10.174 \text{ m}^2 \text{ (net ownership in the building)}} = 0,3457$$

→ 0,3457 m² per 1 m² of net area

$$0,3457 \times 94,50 \text{ m}^2 = 32,67 \text{ m}^2 \text{ (common parts share in the building)}$$

Total gross area: **127,17 m²**

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2. Triple Rule (Golden Standard – New Formula – The Solution)

A) Building level:

$$94,50 m^2 : 10.174 m^2 = 0,00929 = 32,67 m^2 : 3.517 m^2 = 0,00929 = 127,17 m^2$$
$$: 13.691 m^2 = 0,00929$$

B) Entrance level:

$$94,50 m^2 : 929,78 m^2 = 0,1016 = 26,31 m^2 : 258,89 m^2 = 0,1016 = 120,81 m^2$$
$$: 1.188,67 m^2 = 0,1016$$

C) Floor (Storey) level:

$$94,50 m^2 : 378,40 m^2 = 0,2497 = 18,20 m^2 : 72,90 m^2 = 0,2497 = 112,70 m^2 : 451,30 m^2$$
$$= 0,2497$$

Result:
The same share is obtained in all three levels:
Building – 0,00929, Entrance – 0,1016, Floor – 0,2497

3. Net Ownership Share Formula (New Formula – The Solution)

$94,50 m^2 : 10.174 m^2 = 0,00929 \times 3.517 m^2$
$= 32,67 \text{ m}^2$ (ideal share – the individual owners share in the common parts of the building)

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4. Application in Energy (Heating) Cost Allocation:

The same **Triple Rule (Golden Standard)** applies when determining **ideal co-ownership shares** used for fair distribution of heating and other common operational costs.

5. Ratio within the Building: Net Ownership / Gross Building Area (New Formula – Solution)

$$10.174 \text{ m}^2 : 13.691 \text{ m}^2 = 0,7431\%$$
$$94,50 \text{ m}^2 : 0,7431 = 127,17 \text{ m}^2$$

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6. Ratio: Common Parts of the Building / Gross Building Area (New Formula – Solution)

$$3.517 \text{ m}^2 : 13.691 \text{ m}^2 = 0,2569$$
$$32,67 \text{ m}^2 : 0,2569 = 127,17 \text{ m}^2$$

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7. Net : Net = Gross : Gross (New Formula – Solution)

c1) Net ownership of the individual owner in the building : total net ownership of the building

= gross ownership of the individual owner × ? : gross ownership of the building

c2) Net ownership of the individual owner in the entrance : total net ownership of the entrance

= gross ownership of the individual owner × ? : gross area of the entrance

c3) Net ownership of the individual owner in the floor (storey) : total net ownership of the floor

= gross ownership of the individual owner × ? : gross area of the floor

c1.1) Building Level:

94,50 m² (owner's net area) :10.174 m² (total net building area)=127,17 m² (gross owner's share) :13.691 m² (gross building area

→ Therefore, the gross share of the individual owner = **127,17 m²**

→ The gross share of the same owner in the building is obtained in **four different ways**, each leading to the **same result – 127,17 m²**.

c2.2) Entrance Level:

94,50 m² (net):929,78 m² (entrance net)=120,81 m² (gross):1.188,67 m² (gross entrance area)

→ Gross share of the owner in the entrance = **120,81 m²**
→ Difference: $120,81 m^2 - 94,50 m^2 = 26,31 m^2$,
which equals the common parts in the entrance
(8,11 m² + 18,20 m² = 26,31 m²).

c3.3) Floor (Storey) Level:

94,50 m² (net owner) : 378,40 m² (net floor)= 112,70 m² (gross owner) : 451,30 m² (gross floor)

→ Difference: $11,70$ m² $- 94,50$ m² $= 18,20$ m²,
which is already included within the entrance.

8. Control of Share Calculations within the Building

(excluding the general common parts of 685 m² which apply to all owners)

$$10.174 \text{ m}^2 + 2.832 \text{ m}^2 = 13.006 \text{ m}^2$$

Ratio in the building (without general common parts):
78,22% + 21,78% = 100%

$$929,78 \text{ m}^2 + 258,89 \text{ m}^2 = 1.188,67 \text{ m}^2 \text{ (entrance)}$$

$$9,14\% \quad + 9,14\% \quad = 9,14\% \text{ (building entrance)}$$
$$94,50 \text{ m}^2 + 26,31 \text{ m}^2 = 120,81 \text{ m}^2 \text{ (individual unit)}$$

$$0,7822 + 0,2178 = 1$$

Thus, the ratios within the building (without the general common parts)
must equal the ratios within the entrance for each individual owner —
as clearly demonstrated above. Calculation of the gross floor area allocated to the individual

owner in the building, illustrated by a practical example using foor alternative methods yielding the same result: 127,17 m² gross flor area of the individual owner.

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9. Verification of Building-Level Calculations

$$10.174 m² + 2.832 m² + 685 m² = 13.691 \ m²$$

Ratio within the building:
74,31% + 20,69% + 5,00% = 100%

$$13.006 \ m^2 + 685 m^2 = 13.691 \ m²$$

95,00% + 5,00% = 100%

Verification for the individual owner within the entrance (case study):

$$929,78 \ m² + 258,89 \ m² + 62,56 \ m² = 1.251,23 \ m²$$
$$94,50 \ m² + 26,31 \ m² + 6,36 \ m² = 127,17 \ m²$$

Proportion of the individual owner.

74,31% + 20,69% + 5,00% = 100%

$$120,81 m² + 6,36 m² = 127,17 \ m²$$
$$0,95 + 0,05 = 1$$
$$1.188,67 m² + 62,56 m² = 1.251,23 \ m²$$

→ Ratios within the building must match ratios within the entrance for each individual owner — which is confirmed by the above data.

Use of Incorrect (Non-Existent) Areas and Miscalculated Shares by the Building Manager

a) Use of Incorrect Areas and Ratios within the Building (Case Study – Gross:Gross):

$$10.174 \ m² + (2.832 \ m² \ entrances + floors) + 685 \ m² = 13.691 \ m²$$
$$\frac{158,07 \ m²}{13.691 \ m²} = 0,0115452$$

instead of the correct

$$\frac{127,17 \text{ m}^2}{13.691 \text{ m}^2} = 0,00929$$

→ Difference: **158,07 m² – 94,50 m² = 63,57 m² – 32,67 m² = 30,90 m² (non-existent excess area)**

Within the building:

- Owner can have only **32.67 m²** as the correct share of common parts.
- The **additional 30,90 m²** does not exist → **absolute nullity** in the building.

Contained within the 32,67 m² share:

- **6,36 m² / 685 m² = 0,00929 (general common parts)**
- **26,31 m² / 2.832 m² = 0,00929 (entrances and floors)**
- **18,20 m² (floor parts)** is already included in the **26,31 m² entrance share**.

b) Use of Incorrect Areas and Miscalculated Shares in the Entrance (Case Study – Gross:Gross)

$$\frac{158,07 \text{ m}^2}{1.312,42 \text{ m}^2} = 0,1204$$

instead of the correct

$$\frac{120,81 \text{ m}^2}{1.188,67 \text{ m}^2} = 0,1016$$

and
26,31 m² (correct share in the entrance).

$$1.312,42 \text{ m}^2 - 1.188.68 \text{ m}^2 = 123,74 \text{ m}^2$$

→ this difference does not exist → **absolute nullity in the entrance**.

The correct value of **26,31 m²** is included within the **2.832 m² of common parts of the building**.

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c) Use of Incorrect Areas and Miscalculated Shares in the Floor (Storey) by the Manager (Case Study – Gross:Gross)

$$\frac{158,07 \text{ m}^2}{632,96 \text{ m}^2} = 0,2497$$

and **63,57 m²**,
instead of the correct:

$$\frac{112{,}70 \text{ m}^2}{451{,}30 \text{ m}^2} = 0{,}2497$$

and **18,20 m² (correct share)**.

$$632{,}96 \text{ m}^2 - 451{,}30 \text{ m}^2 = 181{,}66 \text{ m}^2$$

→ this difference does not exist → **absolute nullity in the floor (storey)**.

The **18,20 m²** (floor common parts) is already included in the entrance,
and the **72,90 m²** of common parts of the floor are included in the entrance share.

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1. Formula

Definition:
A strictly mathematical expression that defines the relationship between variables.

Example:

1 m² of net area = 1 share of the building's common parts for each owner in the same building (expressed in m² and in %)

or expressed as a ratio:

Net area of individual unit : Net area of building = Common parts of the unit : Common parts of the building

or equivalently:

Net of the unit : Net of the building = Gross of the unit × ? : Gross of the building

A formula, by itself, is only a **mathematical rule** – without social, legal, or practical context.

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2. Model

Definition:
A broader **system** that uses the formula as its foundation and connects it with **law, practice, contractual provisions, and verification**.

The **Model of the Natural Share**, developed by the author, includes:

- The **formula**:
  1 m² of net area = 1 share of the building's common parts for each owner in the same building (expressed in m² and in %)
- The **triple verification** (building – entrance – floor),
- The **application method** in contracts (registration of net, gross, and ideal share values),
- The **legal framework** (Property Code, Condominium Act, and proposed reforms),
- The **international applicability** (across 193 countries).

Thus, the **model** is not a single equation, but a **complete system** for fair and verifiable cost allocation.

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3. Interconnection

- The **Formula** and the **Model** are inseparably linked.
- The **Formula** = mathematical foundation.
- The **Model** = practical and legal application of the formula in owners' daily life and legislation.

Summary

- **Formula** = pure mathematics (rule of calculation).
- **Model** = broader concept that applies the formula in practice, verifies it across levels, and implements it in legislation.
- The actual **solution** is the *Model of the Natural Share*,
  which is based on the core formula:
  1 m² of net area = 1 share in the common parts of the building (expressed in m² and in %).

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2. Definition of Partial and Absolute Nullity

Based on the formulas above, the share must **always be equal in all three forms**:
ownership share = ideal share = gross share.

If, in practice, an incorrect area is used resulting in an incorrect share (for example, **158,07 m² instead of 127,17 m²**), this leads to **partial nullity**, since such a calculation has **no legal effect** and imposes an **unjust financial burden** on the owner.

In individual cases—especially when systemic errors have persisted for decades
(as in the presented case study, for **27 consecutive years**)—it is justified to consider the presence of **absolute nullity** of the co-ownership share in the condominium structure.

Nevertheless, from the principles of **fairness and responsibility**,
it remains right that each owner acknowledges and settles the costs corresponding to their **correctly calculated share**,
since this serves the **common good** of all owners and the **integrity of the community**.

3. Generational Significance

What we are writing today is not only a right of the individual.
It represents the outcome of **three to four generations of property owners across 193 countries**,
who ssumed the costs **and consequences of incorrect ownership shares**,
and, it also constitutes a future entitlement for succeeding generations.

Our goal is that the **Reform of the Natural Share Principle**
(1 m² = 1 share in the common parts of the building for all owners in the same building (expressed in m² and %))
shall serve as a **fair and transparent solution** in all **193 countries of the world**,
for both **present and future generations**.

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4. Copyright Protection

The **methodology of formula application**, the **mathematical demonstrations**,
and the **evidentiary case study**
(1 m² net = 0,3457 × 94,50 m² = 32,67 m² + 94,50 m² = 127,17 m²,
and **127,17 m² – 94,50 m² = 32,67 m² + (158,04 m² non-attributable area – partial nullity))**
constitute an **original author's work**.

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(**WIPO, Berne Convention**).

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Without **prior written permission** from the author, reproduction, duplication,
or public dissemination — in whole or in part — is strictly prohibited
in all **193 countries of the world**.

This *Handbook* enables every **property owner and legal representative**
in any of the 193 countries to **verify contractual data**
(in **sale contracts**, **judicial decisions**, or **monthly management invoices**)
with **accuracy up to 1 EUR**, thereby revealing potential **systemic inconsistencies**.

Author's Preface

Property owners across the world have become **hostages of a system** in which, due to incorrect ownership shares, they **overpay their costs** as if they were repaying a **debt they never incurred**—a debt extending from the very origin of condominium ownership and showing no sign of ending.

This operates as a **hidden credit mechanism** in favour of building managers, perpetuated indefinitely.

There will be no end to this injustice until the **Formula of Fairness** is introduced:

1 m² (net) = 1 share in the common parts of the building (expressed in m² and %).

The **Natural Share Principle** provides the solution:

1 m² (net) = 1 share in the common parts of the building for all owners in the same building (expressed in m² and %).

For decades, the **condominium ownership systems** in many countries — including Slovenia — have been based on **complex ratios**, **non-transparent data**, and often **ambiguous contractual definitions** within **sales agreements** and **monthly management invoices**.

This has led to **systemic errors**, **incorrect calculations**, and **unjust cost distribution** among owners.

Comparative Overview – Four Existing Models + One Reform Model

Model	Formula / Calculation Method	Advantages	Disadvantages
5. Natural Share (Reform Model)	1 m² net = 1 share of common parts (in m² and %)	- Simple and transparent- Verifiable at three levels (building, entrance, floor)- Produces identical results for all owners- Eliminates room for manipulation	- Requires legislative adaptation in all 193 countries
4. Gross Area Model (current SPZ / ZVEtL)	gross unit ÷ total gross building area	- Already formally adopted- Convenient for managers	- Different definitions of "gross"- Multiple figures for the same unit- Enables manipulation and disputes
3. Value-Based Model	unit value ÷ total value of all units	- Reflects market value- Theoretically fair for heterogeneous units	- Market value fluctuates (age, renovations, inflation)- Unsuitable for long-term fairness
2. Coefficient Model ("Key Model")	net area m²× coefficient ÷ total (net × coefficient)	- Considers unit position (floor, sunlight, attic, etc.)	- Coefficients are arbitrary- Often determined without oversight- Not

Model	Formula / Calculation Method	Advantages	Disadvantages
			harmonised internationally
1. Combined Model (Net + Additions)	net apartment + share of balcony (½) + share of garage (¼)	- Acknowledges various unit parts (balconies, garages)	- No uniform rules- Frequent disputes on inclusion and weight- Difficult to verify

Since the inception of condominium ownership, these **four models** have been used.
All four are inaccurate.
Only the **fifth, new model — the Natural Share Model — is correct**, and with the publication of this Handbook, it should be **implemented in practice**.

Overview – The Fifth (Natural) Model

Type of Formula	Description	Formula	Example Result
New Formula (Correct)	Universal key	1 m² net = 1 share (m² and %)	94,50 m² net → 127,17 m² gross → 32,67 m² ideal share
Triple Rule (Model)	Verification through three levels	net : net = share : share = gross : gross	94,50 m²:10.174m²=0,00929 32,67 m² : 3.517m² =0,00929 127,17 m²:13.691 m²= 0,00929
Verification of Building Share	Ratio of net/gross areas	individual net ÷ total net = individual gross ÷ total gross	94,50 m²/10.174 m²= 0,00929 127,17 m²/13.691m²=000929
Incorrect Model (Gross:Gross)	Manager's method	158,07 m²/13.691 m² = 0,0115452	Excess of 30,90 m² (158,07 m² instead of 127,17 m²)
Incorrect Model (Entrance)	Manager's method	158,07 m² /1.312.42 m² =0,1204	Excess of 63,57 m² (158,07 m² instead of 120,81 m²)
Incorrect Model (Floor)	Manager's method	158,07 m² / 632,96 m² = 0,2497	Excess of 63,57 m² (158,07 m² instead of 112,70 m²)
Absolute Nullity	Fictitious entrance surface	63,57 m² – 32,67 m² = 30,90 m² (non-existent difference) 158,07m²-63,57 m²=0,00= 63,57 m² surplus	

Summary:

- The total **158,04 m² discrepancy** represents a **non-existent area** (fictional data).

- The **correct ideal share** is **32,67 m²**, calculated from **1 m² net = 0,3457 m² of common parts** for all owners in the same building (expressed in m² and %).
- Example from practice:

$$94{,}50 m^2 \times 0{,}3457 = 32{,}67 m^2$$

→ Total gross ownership = **127,17 m²**.

Absolute Nullity and the Principle of the Natural System

The **absolute nullity** amounts to a total surplus of:

30,90 m² in the building + 63,57 m² in the entrance + 63,57 m² in the floor = 158,04 m² of non-existent area.

This *Handbook* introduces the **Natural System – the Fifth Model**, which is based on the fundamental rule:

1 m² (net) = 1 share in the common parts of the building, equal for all owners within the same building (expressed in m² and %).

This is not merely a formula — it is the **foundation of fairness, transparency, and simple mathematics**, comprehensible to every **owner, lawyer, architect, surveyor, or building manager**.
By applying this method, each person can **verify their ownership share with an accuracy of up to 1 EUR** and detect potential discrepancies.

Supporting Formulas for Verifying Ownership Shares

1. **1 m² net = 1 share in the common parts of the building (expressed in m² and %).**
   (A simplified explanation for jurisdictions that express ownership shares in both m² and %, since every owner within the same building has an equal proportional share of the common parts per 1 m² net area.)
2. **Ownership share of the unit in the building (%) × total common area (m²) = ideal share in the building (m²).**
   (Converts a percentage into a concrete floor area of the common parts.)
3. **Net area of unit : net area of building = gross area of unit : gross area of building = common parts of unit × (ideal share) : total common parts of building.**
4. **Net area of unit : net area of building = gross area of unit : gross area of building.**
   (A fundamental balancing equation for the building or the entrance.)
5. **Net area of unit ÷ total net area of entrance = ownership share in entrance × total common parts of entrance = ideal share in the entrance (m²).**
   (Alternative verification where both net and common areas are available.)
6. **Net area of unit ÷ total net area of building = ownership share (%).**
   (Determines ownership percentage based solely on net comparison.)

7. **Net area of unit + ideal share (m²) = gross area of the unit in the building.**
   (Explains why "gross" figures are often incorrect in administrative records.)

Together, these formulas form a **comprehensive verification system**, enabling any owner to confirm the accuracy of registered data, reveal inconsistencies, and request corrections.
The system is founded on **verifiable, empirical data**:

- The owner's **net area**,
- The building's **total net area**,
- The **total area of common parts**,
- The **gross area of the building**, and
- The **mathematical ratios** connecting them.

Core Formula

1 m² (net) = 1 share in the common parts of the building (expressed in m² and %).

This formula represents the **core of the Natural Share System**, which ensures **precision, transparency, and fairness** — for **owners, architects, surveyors, legal professionals, property managers, and legislators** alike.

The Triple Golden Rule (The Golden Triad of Fairness)

For precise verification, the **Triple Golden Rule** applies:

Net area of unit : Net area of building = Ideal share of unit (common parts of unit) : Ideal share of building (total common parts) = Gross area of unit : Gross area of building.
$$94{,}50 \text{ m}^2 : 10.174 \text{ m}^2 = 32{,}67 \text{ m}^2 : 3.517 \text{ m}^2 = 127{,}17 \text{ m}^2 : 13.691 \text{ m}^2$$

Thus:

Ownership share = 0,00929 = Ideal share = 0,00929 = Gross share = 0,00929

If these **three ratios are identical**, the system is **mathematically fair**.
If even one ratio diverges, it constitutes **mathematical proof of miscalculation and potential financial damage**.

Maribor, October 2025
Author: *Savo Samardžija*

I. INTRODUCTORY PART

1. Dedication – for peace, cooperation, and justice

This *Handbook* is dedicated to **peace, cooperation, and justice**.
It does **not** act as an indictment against individuals or institutions,
but as an **invitation to dialogue** and a **proposed solution** capable of connecting opposing sides.

My aspiration is for **mathematics and the truth expressed in square meters**
to become a **shared language** among **property owners, professionals, managers, notaries, courts, and state institutions**.

With this *Handbook*, the intention is not to accuse but to **build bridges**:

- between **law and practice**,
- between the **individual and the system**,
- between **Slovenia and the world**.

Because the **truth in square meters is universal**, this *Handbook* is dedicated to all **193 countries of the world**,
as a contribution to greater **trust, transparency, and justice**.

1.2. The meaning of truth in square meters – why truth is the foundation of trust

The **truth in m²** is **universal and indivisible**.

- 1 m² in Slovenia is the same as 1 m² in Europe, America, Africa, Asia — anywhere in the world.
- It is a **universal language**, understood by every **owner, architect, notary, judge, or policymaker**.
- In mathematical terms, **1 m² net = 0,3457 m² of common parts** for all owners in the same building (as demonstrated by the case study in this *Handbook*; while ratios may differ, the principle remains identical).

When **contracts and judicial decisions** are based on **accurate figures of area and proportional shares**, **trust** is created:

- the **buyer** knows what they have bought,
- the **seller** knows what they have sold,
- the **notary** confirms the truth,
- and the **court** protects fairness.

But when **1 m² net** does **not produce an equal proportional share** of common parts (in m² and %) for all owners in the same building, **truth disappears**, and with it, **trust collapses**.
This leads to:

- financial **harm to owners**,
- **legal disputes**, and
- a loss of **confidence in institutions**.

Therefore, the **truth expressed in square meters** is both the **foundation of justice** and the **foundation of trust** — in the legal system, in the state, and in the community.

1.3. Purpose and Objectives of the Handbook

This *Handbook* is conceived as a **contribution to peace, justice, and trust**.
Its purpose is not **conflict**, but **dialogue, understanding, and solution.**

Main Objectives

1. Protection of Owners

- Every owner should pay **only for what proportionally belongs to them**, based on their **actual ownership** and **ideal co-ownership share**.
- Overpayments caused by incorrect shares represent **injustice** and create **long-term harm**.
- The goal is for owners to have a **clear overview** of their **net, gross, and ideal shares**.

2. Strengthening Legal Certainty

- Contracts and court decisions must rely on **verifiable numerical data**.
- Without factual accuracy, **trust in the legal system cannot exist**.
- This *Handbook* offers a **tool and formula** that prevent abuse and ensure **stability in property transactions**.

3. International Transparency

- The **truth in m²** is a **universal constant**, understandable in all **193 countries of the world**.
- The **1 m² net = 1 share in the common parts** model allows **owners, notaries, and courts worldwide** to rely on a **simple and verifiable standard**.
- This enhances **international trust** and reduces the potential for **disputes**.

"The purpose of this Handbook is clear: to protect owners, strengthen legal certainty, and contribute to international transparency in monthly property costs."

II. ANALYTICAL PART

Common parts of a building are expressed in **square meters (m²)** and **percentages (%),** but in most **purchase contracts** they are **not specified.**

As a result, the **buyer** does not know **what ideal co-ownership share** in the common parts corresponds to their private (ownership) unit.
When the ideal share in the common parts of the building is unknown, **monthly expenses are divided according to incorrect shares**, and such shares are therefore **partially null**.

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4. Basic concepts of condominium ownership

Condominium ownership consists of **ownership of an individual unit** and **co-ownership of the common parts** of the building.

4.1 Ownership (individual) parts

- These are the portions that each owner purchases and uses **exclusively**:
    - apartments,
    - commercial premises,
    - garages or storage rooms.
- The ownership part is clearly defined in **net floor area (m²)**.
    - *Example:* The owner purchases **94,50 m²** of commercial space.

4.2 Common parts of the building

- These are areas **used jointly** by all condominium owners:
    - corridors, staircases, sanitary rooms, cellars,
    - façade, roof, foundations, and land.
- Common parts are **essential** for the use, operation, and safety of the building.
- Their **total surface area** is divided among all owners according to a **predetermined key**.

Even though these shares are **expressed in m² and %**, the **ideal shares** are usually **absent** from purchase contracts.
As a result, the buyer is **unable to determine** the ideal share of common parts in:

- the **building**,
- the **entrance section**, and
- the **floor (level)** of the building.

If the ideal share in the common parts is **missing** and costs are divided using **incorrect shares**, such a division is **partially null (voidable).**
Conversely, when the ideal share in the common parts **is defined**, the **value of the property increases**, as ownership becomes legally and economically transparent.

4.3 Ideal (co-ownership) share in the building

The **ideal share** represents the **portion of the common parts** of a building that belongs to a particular owner,
proportionate to the owner's private part.

It is calculated according to the following formula:

$$\text{Net ownership of unit} = 94{,}50\ m^2 \Rightarrow \text{Ideal share in building} = 32{,}67\ m^2 \Rightarrow \text{Gross area} = 127{,}17\ m^2$$

$$\frac{94{,}50\ m^2}{10.174\ m^2} = 0{,}00929\ (\text{ownership share})\quad 0{,}00929 \times 3.517\ m^2 = 32{,}67\ m^2\ (\text{ideal share})$$

EXAMPLE:

Description	Value (m²)
Total net ownership area of building	10.174 m²
Total common parts of building	3.517 m²
Total gross area of building	13.691 m²
Net ownership area of unit	94,50 m²
Net ownership share of the unit	0,00929
Ideal share of common parts	32,67 m²
Total gross (combined) share	127,17 m²

5. The formula of fairness — net : net = gross : gross

Fundamental Principle

In condominium ownership, every share must be calculated using a **verifiable and universal formula**:

Net area of the owner : Net area of the building
= Gross area of the owner : Gross area of the building

This formula guarantees that the **relationship between individual owners and common parts** is always **proportional and fair.**

5.1 Original practical example from Building

- **Net ownership part (individual unit):** 94,50 m²
- **Total net surface of the building:** 10.174 m²
- **Total gross surface of the building:** 13.691 m²

$$94,50 \ m^2 : 10.174 \ m^2 = 127,17 \ m^2 \ x \ ? : 13.691 \ m^2$$

✅ **Correct gross share of the owner in the building: 127,17 m²**
✅ **Ideal share of common parts: 32,67 m²**

Note: The terms *object* and *building* are equivalent in this Handbook.

Significance of the Formula

- **If the formula is applied correctly** → all owners hold a **fair and proportional share**.
- **If the formula is ignored or miscalculated** → injustice and measurable financial harm occur (e.g., **158,07 m² gross instead of 127,17 m²**).

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6. How the solution was derived

6.1 Practical Example: 1 m² Net = 0,3457 m² of Common Parts (Expressed in m² and %)

- The owner purchases **94,50 m² (net)**.
- **94,50 m² × 0,3457 = 32,67 m²**, representing the *ideal share of the individual unit* (its proportional part in the common areas of the building).

The same result is obtained using the **proportional formula**:

$$\text{Net : Net = Gross : Gross}$$
$$94{,}50 \, m^2 : 10.174 \, m^2 = 127{,}17 \, m^2 \;\; x? : 13.691 \, m^2$$

Thus, the **gross share** of the owner should be **127,17 m²**,
which consists of **94,50 m² (ownership)** + **32,67 m² (ideal share of common parts)**.

However, the **building manager (administrator)** used an **incorrect gross share** of **158,07 m²**.
The difference:

$$158{,}07 \, m^2 - 127{,}17 \, m^2 = 30{,}90 \, m^2$$

represents **overpayment** (or "excess area") within the building.

Because **1 m² of private ownership corresponds to 0,3457 m² of common parts**,
using an **incorrect gross share** of 158,07 m² instead of 127,17 m² results in:

- systematic **dilution of ownership rights**, and
- **structural overpayment** of **30,90 m² per level** (building, entrance, and floor).

Therefore:

$$30{,}90 \, m^2 \times 3 = 92{,}70 \, m^2 \text{ (systemic surplus)} 92{,}70 \, m^2 + 32{,}67 \, m^2 + 32{,}67 \, m^2$$
$$= 158{,}04 \, m^2$$

This confirms a **total overcharge of 158,04 m²** per owner, repeating identically across the **building**, **entrance**, and **floor levels**.

6.2 Ratio Analysis by Levels (According to Manager's Data)

(Values repeated for building 158,07 m², entrance 15,07 m², and floor 158,07 m²)

a) Level Comparison:

Level	Reported Gross (m²)	Corrected Gross (m²)	True Difference (m²)	True Ideal Share (m²)
Building	$158,07 \, m^2$	$127,17 \, m^2$	$30,90 \, m^2$	$32,67 \, m^2$
Entrance	$158,07 \, m^2$	$127,17 \, m^2$	$30,90 \, m^2$	$32,67 \, m^2$
Floor	$158,07 \, m^2$	$127,17 \, m^2$	$30,90 \, m^2$	$32,67 \, m^2$

Cumulative effect:

$$92,70 \, m^2 + 32,67 \, m^2 + 32,67 \, m^2 = 158,04 \, m^2; \quad 158,04 \, m^2 + 32,67 \, m^2 = 190,71 \, m^2$$

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b) Simplified computation:

$$158,07 \, m^2 - 94,50 \, m^2 = 63,57 \, m^2; \; 63,57 \, m^2 \times 3 = 190,71 \, m^2 - 32,67 \, m^2$$
$$= 158,04 \, m^2 \; \text{(overpayment)}$$

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c) Detailed component analysis:

$$158,07 \, m^2 - 94,50 \, m^2 = 63,57 \, m^2 - 6,36 \, m^2 = 57,21 \, m^2;$$
$$158,07 \, m^2 - 94,50 \, m^2 = 63,57 \, m^2 - 26,31 \, m^2 = 37,26 \, m^2$$
$$158,07 \, m^2 - 94,50 \, m^2 = 63,57 \, m^2 - 18,20 \, m^2 = 45,37 \, m^2$$

Hence, despite apparent adjustments, the **final result remains constant**:

$$190,71 \, m^2 - 32,67 \, m^2 = 158,04 \, m^2 \, \text{(total overcharge)}$$

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7. Ratio analysis within in the building – two versions (685 m² vs 1.784 m² of common areas)

In a building with approximately **90 owners**, the **cost allocation key** should be **uniform and transparent**.
However, document review revealed the existence of **two conflicting versions**:

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a) Correct Version:

- **10.174 m²** net ownership of all units (apartments, offices, etc.)
- **2.832 m²** entrances and floors (common parts divided by entrances)
- **685 m²** general common parts serving all owners (e.g., pumps, shelters, technical areas, transformer room)
- **Total: 13.691 m² (entire building)**
- **94,50 m² + 26,31 m² + 6,36 m² = 127,17 m² (gross share per unit)**

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b) Incorrect Version:

- **10.174 m²** net ownership
- **1.733 m²** (common parts for entrances and floors)
- **1.784 m²** (685 m² + *1,099 m² hidden* — concealed surface not shown in public records, but included secretly)
- **Total: 13.691 m² (identical total, but different structure)**
- **94,50 m² + 16,10m² (+10,21 m²) + 16,57 m² (–10,21 m²) = 127,17 m²**

Consequences of Both Versions

Type	Composition	Gross Result (m²)	Observation
Correct ratio	94,50 m^2(ownership) + 26,31 m^2 (entrance + floor) + 6,36 m^2(general parts)	127,17 m^2	✅ Transparent and lawful
Incorrect ratio	94,50 m^2(ownership) + 16,10 m^2 (entrance + floor) + 16,57 m^2 (general parts)	127,17 m^2	⚠️ Hidden transfer of 10,21 m² ("concealed surface")

Interpretation:
Although the total remains **127,17 m²**, the **internal structure of the share is altered**, causing **systemic redistribution** of common parts and **hidden transfer of ownership surface (1.099 m² total)** among owners.
This leads to **distortion of ownership ratios** and **misallocation of monthly expenses**, which mathematically manifests as **partial or absolute nullity**.

At First Glance, the Total Appears the Same (127,17 m²), but the Structure Is Entirely Different

Although the **final sum** remains **127,17 m²**, the **composition of the share** is completely different.
This means that the owner is **deprived of transparency** regarding how costs are actually divided and is therefore **unable to verify accuracy**.

Key point: the **general common parts** of a building **cannot simultaneously have two different values** (e.g., **685 m²** and **1.784 m²**).
If two figures exist, **one of them must be incorrect** — either **erroneously recorded** or **intentionally misrepresented**.

7.1 Building without specified ownership — "dry number 10.174 m²" as the basis

When owners receive the building manager's monthly cost statements,
they usually see **only one number**: **10.174 m²**.
This figure is presented as the **"total ownership of the building"** and serves as the **basis for cost allocation**.

The problem is that this number is **a dry, unspecific figure** — it lacks all detail.

What does this mean?

- It is **unclear which individual parts** of the building make up the total of **10.174 m²**, as no table or specification exists.
- It is **unclear how the 10.174 m²** is distributed among approximately **90 owners**, since there is no **register of individual ownership units** showing their **net floor areas**.
- It is **unclear which types of premises** (e.g., commercial, retail, hospitality) are included in the total.

As a result, **owners cannot verify** the correctness of cost calculations,
because the **fundamental basis of allocation** is missing.

Why Is This a Problem?

When the **structure of surface areas** is not defined:

- **Notaries** lack the foundation to draft accurate contracts;
- **Courts** lack complete data to issue valid decisions;
- **Owners** lack the means to verify whether their cost shares are correct.

In **legal terminology**, this constitutes an **incomplete factual basis**.

A **court order** or A**greement on Mutual Relations**.
that relies on **incorrect or incomplete data** is **contestable**,
because it **lacks a key element**:
a **specification of ownership**, the **two verified categories of common parts** serving all owners,
and the **hidden record of 1.784 m²**.

Hence, such **contracts or orders** are **absolutely null and void** .

7.2 The secret entry of 1.099 m² — transfer of 10,21 m² from each unit (example: 94,50 m²) from entrances into the building

A detailed review of official and internal data revealed that,
in addition to the **official 685 m²** of general common parts (serving all owners),
there exists another, **hidden surface entry** of **1.099 m²**.

Thus, the total recorded "general parts" become **1.784 m²**,
which is **mathematically possible** but **legally and factually indefensible**.

What Happens Through This Secret Entry?

- The **1.099 m²** were **secretly recorded (registered)** to a **single owner** in the building (floor-level example).
- As a result, **10,21 m²** (calculated as *1.099 m² × 0,00929*)
  were **transferred** from the **entrance level** to the **building level**.
- Consequently, the **share in the entrance** is **unjustly reduced**,
  while the **building-level share** is **artificially inflated**.

Comparison of Correct and Incorrect Ratios

Type	Ownership	Entrance + Floor Share	General Parts	Gross Total
✅ **Correct**	94,50 m²	26,31 m²	6,36 m²	127,17 m²
⚠️ **Incorrect (with hidden entry)**	94,50 m²	16,10 m²	16,57 m²	127,17 m²

Although the **gross total remains identical (127,17 m²)**,
the **internal distribution shifts** — effectively **transferring 10,21 m²** from the **entrance** to the **building**.

This is **proof of a systemic practice** where the owner sees only the **final total**, but not the **underlying redistribution**.

Why Is This Legally Problematic?

- The owner is **not informed** that **10,21 m²** have been subtracted from their entrance share.
- The **entry of 1.099 m²** was **never officially disclosed**, remaining **hidden in internal records**.
- This constitutes a **typical case of a concealed registration**, resulting in **false cost allocations** on the building manager's monthly invoices.

Form Template – Calculation of Gross Share for an Individual Unit

Parameter	Value	Calculation
Net area of individual unit	94,50 m²	—
Total net area of building	10.174 m²	—
Total gross area of building	13.691 m²	
Total common parts of building	3.517 m²	$(94,50 \text{ m}^2 \div 10.174 \text{m}^2) \times 3.517\text{m}^2$ = **32,67 m²**
Ideal (co-ownership) share	32,67 m²	—
Gross total (unit)	**94,50 m² + 32,67 m² = 127,17 m²**	—
Ownership share (%)	$(94,50 \text{ m}^2 \div 10.174 \text{ m}^2) \times 100$ = **0,929 %**	—

🟦 **Interpretation:**

This table enables **independent verification** of the **gross ownership share** of any unit in the building, based solely on measurable data.

It provides a transparent and reproducible framework that prevents manipulation of hidden or duplicate surface data.

When the official and hidden values diverge (e.g., 685 m² vs. 1.784 m²), the **contractual and accounting basis** becomes **invalid and absolutely null**.

8. The entrance – multiple ownerships and multiple gross areas, (example: seven ownership values and seven gross surface values — but only one truth- (929,78 m² ownership + 258,89 m² common parts =1.188,67 m² gross; ratio 0,7822 : 0,8544 → only   correct 0,7822)

Verification Formulas

Parameter	Value	Calculation
Ideal share of individual unit (%)	—	(common parts of unit ÷ total common parts of building) = 32,67 m² ÷ 3.517 m² = 0,00929 × 100 = **0,929 %**
Gross share (%)	—	(gross area of unit ÷ total gross area of building) × 100 = 127,17 m² ÷ 13.691 m² = 0,00929 × 100 = **0,929 %**

This form, based on the **triple-check rule**, enables every owner to verify whether all data are consistent —
the **share must be identical three times** (net, ideal, and gross).

Example: Seven Ownership Figures and Seven Gross Areas — One Truth

(Entrance: 929,78 m² ownership + 258,89 m² common parts =1.188,67 m² gross; ratio 0,7822 : 0,8544 → only 0,7822 is correct.)

When analyzing the **entrance level**, one reaches the most evident proof of a **systemic error** —

the original owner of all entrance units sold individual parts **without determining** the corresponding **common parts** and **co-ownership shares**,
which remain **registered under the original owner** in both the **building cadastre** and **land registry**.

Key Causes of the Discrepancy

One of the main reasons for the existence of **multiple ownership figures** and **multiple gross areas**
is that even the **common parts of the entrance** are still **formally owned by the original developer**,
as shown in the land registry.

The **building manager** listed only one number — **1.312.42 m² gross area of the entrance** — without specifying the **net ownership** of the entrance.
That figure is **incorrect**.

What This Means in Practice

- The entrance has, depending on the source, **seven different ownership values**:
  929,78 m², 900,66 m², 975,29 m², 915,96 m², 784,88 m², 883,31 m², 926,40 m².
- **a)** 929,78 m² ÷ 0,7822 = **1.188.68 m²**
- **b)** 900,66 m² ÷ 0,7856 = **1.146.35 m²** (for central heating area)
- **c)** 975,29 m² ÷ 0,7431 = **1.312,42 m²**
- **d)** 915,96 m² derived from geodetic decision (1.171 m² × 0,7822 = 915,96 m²)
- **e)** 784,88 m² derived from the ratio 94,50 m² ÷ 0,1204
- **f)** 929,78 m² ÷ 0,7822 = **1.188.68 m²**
- **g)** 883,31 m² ÷ 0,7431 = **1.188.68 m²** (1.312,42 m² – 123,74 m²= 1.188,68 m²)
- **h)** 977,57 m² ÷ 0,7429 = **1.315,88 m².**
- **i)** 926,40 m² ↔ 1.184,35 m² (1.141,45 m² entrance + 42,90 m² of two "general parts")

Thus, **seven different gross surfaces** exist for the same entrance —
and **after 27 years**, no single verified figure has been established.

Verification Through the Formula Reveals One Truth

If we take **929,78 m² ownership** and apply the **building ratio**, we obtain:

- **1.251,22 m² gross (with the building share)**
  or
- **1.188,68 m² gross (without the building share).**

This is the **only figure that is both mathematically and logically consistent**.

Why Is This Problematic?

- If an entrance has **seven ownership values** and **seven gross areas**,
  no one can determine which is correct.
- **Owners pay monthly costs** based on **unverifiable data**.
- The **building manager** has, for **27 years**, **never disclosed** the verified ownership
  value of the entrance.

8.1 Absolute nullity of entrance surface data — practical example $1.312,42 m^2 - 123,74 m^2 = 1.188,68 m^2$, ownership undefind for 27 years

For **27 years**, the building manager has used **1.312,42 m²** as the official gross surface of the entrance.
However, a precise review shows that **123,74 m²** of that figure **does not exist**.

Calculation:

- Manager's reported value: **1.312,42 m²**

- Non-existent area: − **123,74 m²**
- **Correct gross area: 1.188,68 m²**

Why Is This Important?

- The **ownership of the entrance** has **never been formally determined**, because even after the sale of certain individual units, the **common parts** of the entrance remain **registered under the ownership of the original developer (seller)**.
This persists **despite the fact that the owner described in this Handbook's case study has been requesting this data for 27 consecutive years**.
- Without this **fundamental data (ownership of the entrance)**, any Decision or Court Order based on the figure of **1.312,42 m² gross surface** is **absolutely null and void**.
- Consequently, **owners are paying operating and maintenance costs** based on an **inflated gross surface area** that **has no factual basis in the actual existing entrance area**.

Legal Justification

In legal theory, a **decision, order, or contract** is **void** when it lacks an **essential element**.
Since **entrance ownership** is a **central element** of the co-ownership structure,
and since it has **never been properly registered**,
no calculation can be verified.

This condition is **not merely a procedural defect** — it constitutes **absolute nullity**,
which is **final and cannot be remedied** through any supplementary data.

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9. The floor – two ownership values, five gross surfaces, one truth (example: 378,40 m² ownership; 451,30 m² gross floor area)

When analyzing a **floor (storey)**, a similar issue arises as with the entrance:
the data are **inconsistent**, **contradictory**, and **mutually exclusive**.

Data Used

Two ownership values:

- **378,40 m²** (according to the official Geodetic Decision)
- **470,35 m²** (calculated incorrectly from the ratio 632,96 m² × 0.7431)

Five gross area figures appear in circulation:
632,96 m², 433,20 m², 509,22 m², 483,76 m², and 451,30 m².

Gross Value (m²)	Source / Context
632,96 m²	Manager's data from monthly statements

Gross Value (m²)	Source / Context
509,22 m²	Maximum theoretical value (378,40 m² ÷ 0,7431)
483,76 m²	Gross of the floor within the entrance (378,40 m² ÷ 0,7822)
451,30 m²	Correct value: 378,40 m² ownership + 72,90 m² common parts
433,20 m²	Manager's data in the "distribution schedule" (part of the **Agreement on Mutual Relations**), though 632,96 m² is used in bills

Key Calculations

$$632,96\, m^2 - 509,22\, m^2 = 123,74\, m^2$$

→ This **123,74 m²** represents a **non-existent surface**, artificially introduced into the floor area without any legal or factual basis.

Correct State

$$378,40\, m^2 \text{ (ownership)} + 72,90\, m^2 \text{ (shared corridors and sanitary spaces)}$$
$$= 451,30\, m^2 \text{ (correct gross area of the floor).}$$

Why Is This Legally Problematic?

- Multiple, **mutually inconsistent figures** exist for the same floor (two ownerships, five gross surfaces).
- **Owners, notaries, courts, and the building manager** lack clarity on which data are valid.
- The **only accurate data** are those derived from the **official Geodetic Decision** and **actual use of premises** — **451,30 m²**.

9.1 Dual data and dual shares — contradictions across levels, example: building (11.907 m² vs. 13.006 m²; ratios 0,8544 vs. 0,7822) entrance (110,61 m² vs. 120,81 m²; ratios 0,8544 vs. 0,7822) floor (non-existent 11.907 m² and 0,8544 vs. 110,61 m² and 0,8544)

An analysis of the records shows that **erroneous ratios** have generated a recurring pattern of **duplicated surfaces and shares**, which can be described as **systematic alteration of non-existent areas**.

How Duplication Arises

1. **Building Level**
   - When summing certain data:
     10.174 m² (ratio 0,8544) + 1.733 m² = **11.907 m²**
   - In another version:
     10.174 m² (ratio 0,7822) + 2.832 m² = **13.006 m²**
     → Thus, **two total building surfaces** and **two different ratios** exist.
2. **Shares (Deleži)**
   - Consequently, two distinct share values appear:
     - **0,8544:** 10.174 m²+ 1.733 m²= 11.907 m² + 1.784 m²= 13.691 m²
     - **0,7822:** 10.174 m² + 2.832 m²= 13.006 m²+ 685 m²= 13.691 m²
3. **Entrance Level**
   - Different ownership and gross data yield different totals:
     - $(0,8544) \rightarrow$ 929,78 m² + 157,88 m²= 1.088,22 m²+ 100,44 m²= **1.188,67 m²**
       → 94,50 m² ÷ 0,8544 = **110,61 m² gross**
     - $(0,7822) \rightarrow$ 929,78 m²+ 258,90 m²= **1.188,68 m²**
       → 94,50 m² ÷ 0,7822 = **120,81 m² gross**

Consequence for the Owner

The owner is **overcharged** for a total of **158,04 m²**, calculated as:

$$(92,70 \, m^2 = (30,90 \, m^2 \times 3) + (32,67 m^2 + 32,67 m^2 = 65,34 m^2) = 158,04 \, m^2$$

Instead of a single correct figure,
the owner faces **hidden duplication** of **63,57 m² of non-existent co-ownership**,
instead of the actual verified value of:

$$94,50 \, m^2 + 32,67 \, m^2 = 127,17 \, m^2$$

• **In the building:** 63,57 m² − 30,90 m² − 26,31 m² = 6,36 m²
• **In the entrance:** 63,56 m² − 30,90 m² − 6,36 m² = 26,31 m²
• **In the floor:**   63,57 m² − 30,90 m² − 32,67 m² − 0,00 m²

Total:
190,71 m² = (92,70 m² + 98,01 m² = 190,71 m²) − 32,67 m² = **158,04 m²**

financial acts.
Each duplicated figure (123,74 m²; 63,57 m², etc.) represents a **non-existent area** that causes measurable **financial distortion** in monthly cost distribution.

Why Is This Important?

- This represents a **systemic error**, not a coincidence, but the **direct consequence of incorrect ratios and missing data**.
- Such situations mean that **architects, designers, surveyors, or judges** cannot correctly calculate ownership shares, because the **underlying data are inconsistent**.

- The **correct value can only be verified indirectly**, through the ratio of the **entire building structure**.

"If instead of the correct figures — 94,50 m² net and 127,17 m² gross — the same hidden ownership of 117,46 m² is publicly inflated to 158,07 m² and appears simultaneously in the building, entrance, and floor, this is not factual data but the consequence of a systemic error. This is proof that such cost distribution tables based on *gross shares without ownership data* (in the building, entrance, and floor), and without the listed areas of individual units in the **A**greement on **Mutual Relations**, are **invalid and null**."

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10. Incorrect data used by the manager – triple use of 158,07 m²(158,07 – 94,50 = 63,57 m² in the building; 158,07 – 94,50 = 63,57 m² in the entrance; 158,07 – 94,50 = 63,57 m² on the floor)

One of the clearest errors in the system is the **use of the same figure (158,07 m²)** at **three different levels** (building, entrance, and floor) for the gross share.

Level	Incorrect Calculation	Corrected Value
Building	63,57 m² − 57,21 m² = **6,36 m²**	Correct share on common parts
Entrance	63,57 m² − 55,46 m² = **8,11 m²**	Correct share within entrance
Floor	63,57 m² − 45,37 m² = **18,20 m²**	Correct floor share already included in entrance

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Why Is This Impossible?

Each level of the building (structure, entrance, and floor) has its **own ratio** and therefore a **distinct proportional share** of the common parts.

- In the **building**, the owner with 94,50 m² of ownership must have **6,36 m²** of common parts.
- In the **entrance**, the correct share is **26,31 m² = (8,11 m² + 18,20 m²)**.
- In the **floor**, the correct share is **18,20 m²**, already included within the entrance share.

If the same figure (**158,07 m²**) is used simultaneously for all three levels, it is a **mathematical impossibility** and constitutes a **systematic miscalculation**.

Consequence for the Owner

- Instead of paying costs for the correct **32,67 m²** of common parts,
  the owner is charged for an additional **158,04 m²** across the building, entrance, and floor:
  $30,90\ m^2 + 63,57\ m^2 + 63,57\ m^2 = 158,04\ m^2$.
- This results in a **monthly overpayment** equivalent to
  $190,71 m^2 - 32,67 m^2 = 158,04 m^2$.

Why Is This Legally Controversial?

- The **building manager arbitrarily** uses a single figure that is **unrelated to the actual net and gross surfaces**, and inconsistent with any **valid formula**.
- **Judges and notaries** who approve such data effectively **validate decisions** based on **incorrect factual premises**.
- Such a decision is **voidable or null**, because it is based on a **non-existent surface area**.

"When the same surface — 158,07 m² — is applied simultaneously to the building, the entrance, and the floor, it constitutes irrefutable evidence of a **systemic error**.
Each level has its own ratio; therefore, the correct calculation must use distinct values:
6,36 m² + 26,31 m² = 32,67 m², or equivalently 6,36 m² + 8,11 m² + 18,20 m² = 32,67 m².

How do the deviations arise?

1. In the Building

- Instead of a clear **net/gross ratio**, hidden data are used regarding the **common parts** of the building (either **685 m²** or **1.784 m²**).
- $1.312,42 \, m^2 - 1.188,67 \, m^2 = 123,75 \, m^2$ — surplus transferred from the **entrance** to the **building**.

2. In the Entrance

- Simultaneously, there circulate **seven different values** of ownership, **seven different gross areas**, and **seven different shares**.
- Since the **ownership of the entrance** has never been defined, the shares are **miscalculated and shifted** from the entrance to the building:
$$929,78 \, m^2 : 0,7822 = 1.188,67 \, m^2 - 1.312,42 \, m^2 = 123,75 \, m^2.$$

3. In the Floor

- The **incorrect gross area** is used (**632,96 m²** instead of the correct **451,30 m²**).
- $378,40 \, m^2 : 0,7822 = 483,76 \, m^2$
- $378,40 \, m^2 : 0,7431 = 509,22 \, m^2$
- The result is the **entry of non-existent surfaces**:
$$632,96 \, m^2 - 378,40 m^2 = 123,75 \, m^2 + 130,81 m^2 = 254,56 \, m^2.$$

Calculation of the Damage

$158,04 \, m^2 : 0,2497 = 632,92 \, m^2$ in the floor, of which **158,04 m²** pertains to a **single owner** with **94,50 m²** of net ownership.

11. How the solution was derived – example: 1 m² net = 0,3457 m² of common parts; ratio analysis in building, entrance, and floor

Systemic Consequence

Instead of having the correct ratio —
1 m² net = 1 share (0,3457 m² or %) in the common parts of the building,
the owner is burdened with all costs **approximately 4,83 times higher**.

Why Is This Problematic?

- Such discrepancies mean that **contracts and court orders are unverifiable**, as they do not rely on **mathematically correct ratios**.
- If an owner **cannot verify their share** using a simple and transparent formula, then the **system itself is unjust**.
- The **Formula of Justice** is clear:
  net : net = gross : gross.
  When this condition is not met, it is an **error** and a **misrepresentation**.

"The formula 1 m² net = 0,3457 (in m² and %) proves that the current system does not reflect the true proportions.
Such a result contradicts the principle of justice and leads to systemic harm, as owners are charged monthly for **non-existent surfaces**."

11.1 Unverifiability of court orders – when the building, entrance, and floor lack uniform and defined data

Court orders or A**greement on Mutual Relations** should be based on **clear and verifiable numerical data**.
In practice, however, buildings, entrances, and floors **lack consistent data**, rendering such decisions **unverifiable**.

Key Issues

1. **Building**
   o The primary ownership figure is presented only as a **"bare number"** — 10.174 m².
   o There is **no subdivision** by entrances, floors, or individual units.
   o Additionally, there are **two conflicting values** for common parts: **685 m²** and **1.784 m²**.
2. **Entrance**
   o Instead of a single defined ownership figure, there exist **seven different ownership values** and **seven different gross areas**, used by the building manager for **over 27 years**.
3. **Floor**

- o Two ownership figures are in use (**378,40 m²** and **470,35 m²**).
- o Simultaneously, **five different gross values** circulate (**632,96 m²; 509,22 m²; 483,76 m²; 433,22 m²; and 451,30 m²**).
- o The correct value (**451,30 m² gross**) is **hidden among false data**.

Consequence

- A judge cannot determine which data are correct.
- A court order based on such data is issued on an **incomplete factual foundation**.
- If the **core numerical facts cannot be verified**, the decision **cannot have legal effect**.

Legal Justification

In both **Slovenian and European legal doctrine**, a judicial decision must rest on **true and verifiable facts**.
If such facts are **missing or contradictory**, two outcomes are possible:

- **Voidability** (when the error can still be corrected), or
- **Nullity** (when the error is so fundamental that the decision cannot stand).

"A court order based on data showing two ownerships, five gross surfaces, or even two different surface areas of the building's common parts cannot be considered legally sustainable.
Such a decision is unverifiable and therefore **voidable or null**."

11.2 Absolute or partial nullity? The example: 32,67 m² + 158,04 m² = 190,71 m²

When analyzing the relationship between ownership, ideal share, and overpayment, one central question arises:

Are the decisions and contracts based on incorrect figures of net and gross areas **absolutely null**, or only **partially null**?

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1. The Correct Obligation

The actual and just proportion is:

- **94,50 m²** of ownership (net area),
- **32,67 m²** of ideal share (common parts),
- **127,17 m²** total gross obligation for common-area costs.

This is the only fair and lawful calculation, based on the formula
net : net = gross : gross, or equivalently,
1 m² net = 0,3457 m² (or %), thus:

$$94,50 \times 0,3457 = 32,67 m^2;$$
$$94,50 + 32,67 = 127,17 m^2.$$

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2. The Incorrect Obligation

The building manager used **false data** for the owner's payment calculation:

- **158,07 m²** in the building,
- **158,07 m²** in the entrance,
- **158,07 m²** in the floor.

As a result, an **additional 158,04 m²** was imposed, representing systematic **overpayment**.

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3. The Combined Effect

Summing the correct obligation and the overpayment yields:

$$32,67 m^2 + 158,04 m^2 = 190,71 m^2$$

This result has **no contractual, legal, or mathematical foundation**.

Legal Assessment

Partial Nullity

- The correct **ideal share (32,67 m²)** in the building is recognized.
- The incorrect portion (**158,04 m²**) is **eliminated** as invalid.
- The contract or court order **remains valid** only in the reduced, lawful scope.

Absolute Nullity

- Because the entire order or contract is based on a **false factual foundation** (the same erroneous figure repeated three times: building, entrance, floor), the **entire act is null and void**.
- No partial validity remains — **the entire system is incorrect**.

"The case **32,67 m² + 158,04 m² = 190,71 m²** clearly shows that the system rests on false numerical data.
If partial nullity is acknowledged, the owner still pays the fair share.
If absolute nullity is recognized, it becomes evident that **all contracts and decisions based on these figures lack any legal validity**.

The foundation of justice is simple:
the owner must pay obligations only for **32,67 m² of common parts in the building**."

12. Presentation of systemic damage

12.1 Example of overpayment – 158,04 m²

In practice, an owner purchases **94,50 m² (net area)**, while the building manager calculates costs based on an inflated **gross share**:

Level	Correct Gross Share (m²)	Used by Manager (m²)	Excess (m²)
Building	127,17 m²	158,07 m²	**+30,90 m²**
Entrance	120,81 m²	158,07 m²	**+63,57 m²**
Floor	112,70 m²	158,07 m²	**+63,57 m²**

Total Overpayment: 158,04 m²
Correct obligation: 127,17 m²
Total charged: 190,71 m² + 94,50 m² = **285,21 m²**

This example illustrates the **systemic nature of the distortion** — the same incorrect figure (158,07 m²) is repeatedly used across different structural levels, multiplying the owner's costs without any legal or factual basis.

III. LEGAL PART (SECTION)

13. The agreement on mutual relations (AMR) – legal vacuum and Its consequences

13.1 Legal framework

The **agreement on Mutual Relations (AMR)** is, under Slovenian property law, the instrument through which **condominium co-owners regulate their mutual rights and obligations**, including the management of common parts of the building.

In practice, however, it has become evident that most AMR contracts **lack essential data** required for an accurate and fair allocation of shared costs, specifically:

- Missing data on **net and gross areas** of the building, entrances, and floors;
- Missing data on **ideal co-ownership shares** of common parts (in m² and %);
- Missing data on **total surfaces of common parts** within the building (floors, entrances, shared structural areas).

13.2 Legal Vacuum

Due to the absence of these essential data, the AMR contracts rest on an **incomplete factual foundation**.
This means that:

- The **contract is incomplete** and therefore **legally unsustainable**;
- Court orders issued on its basis are **voidable or null**;
- Neither **notaries** nor **courts** can verify the **numerical truth** of the contractual content.

13.3 Consequences

1. For Property Owners

- Owners are charged costs **based on incorrect shares** (e.g., 158,07 m² instead of 127,17 m²).
- This results in **overpayments** and a **perceived injustice**.

2. For the Legal Market

- Buyers **do not receive accurate data** on their **ideal share** of common parts upon purchase.
- This creates **legal uncertainty** for all future transfers of ownership.

3. For Courts and Notaries

- Court rulings are issued based on **incomplete or inaccurate data** on surface areas and ownership shares — therefore **cannot be legally sustainable**.
- Notaries **cannot verify factual data**, so their confirmations become **formal rather than substantive**.

"A contract or court order that lacks the basic factual foundation — the measurable and verifiable data in square meters and percentages — cannot create valid obligations.
The absence of numerical truth leads not only to individual injustice but to **systemic legal instability**."

14. Legal gap: missing data

14.1 What is missing today

Current **agrements on mutual relations (AMR)** are, in most cases, **incomplete**, because they lack the following essential elements:

- **Net (ownership) areas** of individual and common parts within the building, entrances, and floors;
- **Gross areas** (net + proportional share of the common parts of the building, entrances, and floors);
- **Ideal shares** in the building, entrance, and floor (expressed in **m²** and **%**);

- **Surface data** serving as the basis for **cost allocation** according to supplier invoices (heating, electricity, water, cleaning, maintenance, etc.).

Consequence:

Contracts lack a **complete factual foundation**, which may lead to **erroneous calculations** and results in **unjust financial burdens** for property owners.

14.2 What must be included in the future

For **legal certainty and transparency**, every **Agrement on mutual relations (AMR)** must include:

1. **A complete list of net areas** of all individual parts of the building;
2. **The gross surface area** of each unit (**net + ideal share of the common parts**) within the building, entrance, and floor;
3. **The gross area of the entire building** (total ownership area + total common parts);
4. **A list of all common parts** within entrances and floors;
5. **A list of all general common parts** of the building serving all co-owners (e.g., technical rooms, basements, corridors, façade, roof, land, installations);
6. **The ideal share of each owner** in the common parts of the building, entrance, and floor corresponding to the net area of their individual unit, calculated according to the universal formula:

$$1\ m^2\ (net) = 1\ share\ of\ common\ parts\ (expressed\ in\ m^2\ and\ \%)$$

That is:

- in **square meters (m²)**;
- in **percentages (%)**.

7. **The ideal share of the owner in the land parcel** associated with the building.

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2. Division Keys for Shared Costs

Each AMR must also define the **allocation keys** for calculating and distributing shared costs related to common parts of the building, including:

- **Heating**,
- **Electricity**,
- **Water**,
- **Security**,
- **Cleaning**,
- **Maintenance and repairs**,
- **Other shared utilities or services**.

"A complete and transparent AMR contract transforms from a formal document into a verifiable mathematical instrument.
With the inclusion of precise data in m² and %, every owner, court, and notary can confirm the correctness of cost distribution with an accuracy of up to 1 EUR."

15. The sales contract

15.1 Current situation

Current **sales contracts** usually include only the surface area of the **individual (ownership) part** — for example, *94.50 m² of commercial space*.

However, they lack key information on:

- the **ideal share of the common parts of the building** acquired by the buyer,
- the **gross share** (net area + share of the common parts),
- the buyer's **ideal share within the building, entrance, and floor**.

Result:
The buyer does not receive a complete understanding of their condominium ownership nor of their **financial obligations** for the maintenance and operation of the common parts of the building, entrance, and floor.
This occurs because **data on ideal shares and gross surfaces are missing** from both the sale contract and the annexed documentation.

15.2 Missing data

Modern sale contracts **should**, but in most cases **do not include**, the following:

1. Data on the **gross surface** of the individual unit being sold (net area + proportional share of the common parts);
2. Data on the **ideal share** of the unit in the common parts of the building, entrance, and floor (expressed in m² and %);
3. Data on the **common parts** (corridors, staircases, sanitary areas, entrances, general common facilities);
4. Data on the **net areas** (ownership) of the building, entrance, and floor, and the **total areas** (ownership + common parts) of each level.

Without these surface data in square meters, the sale contract rests on an **incomplete factual foundation**.

15.3 Proposed amendment

To make a sale contract **complete, transparent, and legally reliable**, the following information must be included:

Category	Required Data
Net area of the individual unit	e.g. 94,50 m²
Ideal share of land	(3.618 m² × 0.00929) = **33,61 m²**
Ideal share in the building	94,50 m² ÷ 10.174 m² = 32,67 m² ÷ 3.517 m² = 127,17 m² ÷ 13.691 m² = **(3× identical ratio)** = 0,00929 = 0,00929 = 0,00929
Composition of the ideal share	– 18,20 m² (floor) – 8,11 m² (entrance) – 6,36 m² (general common parts)
Gross share of the unit	**127,17 m²**
Total surface of the building	– Net: 10.174 m² – Gross: 13.691 m² – Ratio: 0,00929
Total surface of the entrance	– Net: 929,78 m² – Gross: 1.188.67 m² – Ratio: 0,1016
Total surface of the floor	– Net: 378,40 m² – Gross: 451,30 m² – Ratio: 0,2497

A sale contract that includes all these data becomes **complete, transparent, and legally secure** — ensuring that the buyer understands both ownership and proportional obligations in the building's common parts.

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16. Nullity and partial nullity

16.1 Legal justification

Every **contract** or **court order** must be based on a **complete factual foundation**.
If the data essential to the legal transaction are **missing or incorrect**, the contract or order **cannot be legally valid**.

- If a contract includes **incorrect figures** for the gross share (e.g. *158,07 m² instead of 127,17 m²*), it is based on an **incomplete and incorrect factual foundation**.
- If a court decision relies on such data, the resulting **judgment or order is legally defective**.

Result:
Contracts and judicial decisions issued on the basis of false or unverifiable surface data are **legally unstable, contestable, or null and void** under fundamental principles of property law and procedural justice.

"Legal certainty in real estate transactions begins with the truth in square meters.
When the sale contract expresses both ownership and the ideal share of common parts in m² and %, the legal act becomes verifiable and transparent — protecting both the buyer and the system."

16.2 Concept: incomplete factual basis

- This term refers to a situation where **essential data** — such as *net areas, gross areas, or ownership shares* — are **missing or incorrect** in a contract or court decision.
- Such a basis is **unsuitable for any fair or accurate calculation**.
- In practice, this means that the **contract or judicial order fails to ensure the protection of property owners** and cannot serve as a legally valid foundation for the distribution of costs.

16.3 Concept: voidable decisions

- **Voidable decisions** are those that formally exist in law but **can be challenged and corrected** through available legal remedies.
- This category applies in cases where the **missing or inaccurate data can be subsequently supplemented or corrected** without altering the legal substance of the act.

16.4 Concept: nullity

- If the data are **so erroneous that correction is impossible** (for example, the **simultaneous use of seven different net areas and seven different gross areas** for the same entrance), the **contract or decision produces no legal effect**.
- Such an act is **null and void**, meaning that **it has never had legal validity**.
- Nullity, in this sense, is absolute and cannot be remedied by later interpretation or amendment.

IV. REMEDIAL SECTION —CASE STUDY FROM PRACTICE

17. Mathematical model of fairness

Essential data for the correct calculation of ownership share

The correct ownership share is determined by the formula:

$$1 \, m^2_{net} = 1 \, share \, of \, common \, parts \, of \, the \, building$$

Building Data (Original Values)

- Total net area of individual parts of the building: **10.174 m²**

- Total area of common parts (entrances and floors): **2.832 m²**
- Total area of general common parts (technical, structural, shared): **685 m²**
- Total area of all common parts: **3.517 m²** (2,832 m² + 685 m²)
- Total gross area of the building: **13.691 m²**

Unit Data

- Net area of the unit: **94,50 m²**
- Gross area of the unit: **127,17 m²**
- **Ideal share** of the unit in the common parts of the building:
  - Expressed in m²: **32,67 m²** (94,50 m² × 0,3457 m² = 32,67 m²)
  - Expressed in %: **0,3457%** (3.517 m² : 10.174 m² or 32,67 m²: 94,50 m²)

Verification Across Building Ratios

Relation	Formula	Result
Building ratio	94,50 m²:10.174 m² = 32,67 m²: 3.517 m² = 127,17 m²:13.691 m²	0,00929
Entrance ratio	94,50 m²:929,78 m² = 26,31 m² : 258,89 m = 120,81 m² :1.188,67 m²	0,1016
Floor ratio	94,50 m²: 378,40 m² = 18,20 m²: 72,90 m² = 112,70 m²: 451,30 m²	0,2497

Land Data

- Total plot: **3.618 m²** (comprising 2.481 m² of common land and 1.137 m² of building footprint and courtyard).
- The unit's share in the land:

$$3.618\ m^2 \times 0,00929 = 33,61\ m^2$$

Thus, an owner of **94,50 m²** of net ownership is entitled to **33,61 m² of the land**.

Common Parts of the Building

Include:
corridors, staircases, elevators, roof, façade, technical and service areas, pumps, shelters, and other **general common parts serving all owners**.

"When the same mathematical relationship (net : net = gross : gross) is applied at all three levels — building, entrance, and floor — the system becomes verifiable, fair, and legally stable.
The formula 1 m² net = 1 share of the common parts (expressed in m² and %) represents the universal model of justice."

17.1 Universal formula: 1 m² net = 0,3457 m² and share in %

The **ideal share** of an individual unit in the **common parts** of a building is determined according to the **principle**:

1 m² of net area = 1 share of the common parts of the building (expressed in m² and in %).

Given data:

$$3.517 \, m^2 : 10.174 \, m^2 = 0{,}3457$$

Thus:

$$1 \, m^2_{net} = 0{,}3457 \, m^2_{of\,common\,parts}$$

For a unit of **94,50 m² (net):**

$$94{,}50 m^2 \times 0{,}3457 = 32{,}67 \, m^2$$

→ **32,67 m²** represents the proportional share of common parts (the *ideal share*).
Verification:

$$32{,}67 \, m^2 : 94{,}50 m^2 = 0{,}3457$$

Total gross share of the unit:

$$94{,}50 \, m^2 + 32{,}67 \, m^2 = 127{,}17 \, m^2$$

17.2 Universal "triple golden rule" formula — building level

The **share validation** follows the *triple rule*, ensuring that **ownership share**, **ideal share**, and **gross share** are **mathematically identical**, as follows:

Relation	Formula	Ratio
Building (object) 94,50 m² :10.174 m²= 32,67 m² :3.517 m²= 127,17 m²:13,691 m²		**=0,00929**

17.3 Universal "triple golden rule" formula — entrance level

Relation	Formula	Ratio
Entrance 94,50 m²: 929,78 m²= 26,31 m²: 258,89 m²= 120,81 m²: 1.188,67 m²		**=0,01016**

17.4 Universal "triple golden rule" formula — floor level

Relation	Formula	Ratio

Floor (etaža) 94,50 m²: 378,40 m²= 18,20 m² : 72,90 m²= 112,70 m²: 451,30 m² **=0,2497**

17.5 Ratio without general common parts

Ratio of the **gross area of the individual unit** (94,50 m²) **excluding** general common parts of the building (6,36 m²):

$$120,81 \ m^2 : 13.006 \ m^2 = 0,00929$$

Here:

- **120,81 m²** = gross unit area (entrance + floor, excluding general parts),
- **13.006 m²** = building gross area excluding 685 m² of general parts.

17.6 Ratio including general common parts

When **general common parts** (6,36 m²) and **total building gross area** (13.691 m²) are included:

$$127,17 \ m^2 : 13.691 m^2 = 0,00929$$

Difference between the two variants:

$$127,17 \ m^2 - 120,81 m^2 = 6,36 \ m^2$$

Composition of the total ideal share:

$$Building\,(6,36 m^2) + Entrance\,(26,31 m^2) = 32,67 m^2$$

where:

$$6,36 \ m^2_{building} + \left(8,11 \ m^2 + 18,20 \ m^2_{floor\,within\,entrance}\right) = 32,67 \ m^2$$

18. Universal applicability

- **The formula is simple** – it can be understood by every property owner, regardless of education.
- **The formula is verifiable** – it is mathematically demonstrable in every case.
- **The formula is universal** – it applies equally in all **193 countries** of the world.

Therefore:

1 m² of net area = 1 share of the common parts of the building (expressed in m² and in %)

is not merely a mathematical truth — it represents a **universal language of fairness and transparency**.

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19. Proposal for legislative reform

19.1 Prevention

- The law must clearly provide that **future harm shall be prevented at its source** — within **contracts and land registries**.
- No **sale contract** or **agreement on mutual relations** may be concluded **without complete and verifiable data** (net area, gross area, and ownership shares).
- **Prevention is always more effective and less costly** than correcting consequences ex post.

19.2 Transparency

- All data concerning ownership and shares must be **publicly accessible and verifiable**, including:
    - Net area of each unit, entrance, and the entire building;
    - Gross area of each unit, entrance, and the entire building;
    - Each owner's ideal share in the common parts (building, entrance, and floor), in m² and %;
    - The total list of common parts of the building.

This ensures that **every owner can verify their share** using the formulas presented in this Handbook.
Transparency strengthens trust in real estate transactions and significantly **reduces the number of legal disputes**.

19.3 Compliance with EU consumer protection principles

- The **European Union** places the **consumer's right to full information** at the core of its legal framework.
- A **property owner** is likewise a **consumer** — entitled to complete and accurate data on:
    - what they are purchasing, and
    - the precise formula by which they will pay their proportional costs of ownership.
- Aligning national legislation with EU standards ensures that **Slovenia**:
    - complies with European consumer protection norms,
    - becomes a model for other Member States, and

        o   protects property owners in the same way consumers are protected in all other sectors.

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20. Oversight and Responsibility

20.1 Role of notaries

- The **notary** is the **first guardian of legality** in real estate transactions.
- Their duty extends beyond the authentication of signatures — it includes the **verification of the completeness and accuracy of data** within the contract.
- A contract **lacking data** on **net areas, gross areas, and ownership shares in common parts must not be notarized**.

20.2 Role of courts

- Courts must base their decisions on **verifiable numerical data**, founded on **mathematical and factual accuracy**.
- Judicial decisions or orders that rely on **incorrect or missing data** are **legally unsustainable** (either voidable or null).
- The courts' role is not only to **apply justice**, but also to **rectify historical injustices** and **restore trust** in the legal system.

20.3 Role of the property manager (building administrator)

- The property manager must **allocate costs for common parts proportionally** to the **correct ideal shares** of each owner.
- The use of **incorrect or fabricated surface data** in the determination of ownership shares or in the distribution of costs constitutes a **breach of duty** and causes measurable damage to the owners.
- The property manager shall bear **civil and criminal liability** for **incorrect cost allocations** made on the basis of supplier invoices or other shared expenses.

20.4 Role of the owners

- Owners have both the **right and the obligation** to verify their ownership shares.
- By applying the formulas

$$1\, m^2_{net} = 1\, share_{common\, parts}\ (expressed\ in\, m^2\, and\, \%)$$

and

$$net : net = gross : gross,$$

every owner can independently and easily **verify the correctness of their data**.

- The **collective strength of the owners** is essential for exposing and eliminating irregularities and for ensuring lawful and fair cost distribution.

20.5 Proposal: public registration of data

The following data must be **compulsorily registered** in the **Land Register** and the **Building Cadastre**:

- Net surface area (ownership area) of the building,
- Gross surface area of the building (ownership + common parts),
- Net surface area of each individual unit,
- Gross surface area of each individual unit,
- Ideal co-ownership shares in the common parts (expressed in m² and in %),
- Total surface of all common parts of the building.

All such data must be **publicly accessible**, ensuring **transparency, public oversight, and the prevention of abuse**.

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21. International dimension

21.1 Application of the model in other countries

- The formula

$$1\,m^2_{net} = 1\,share_{common\,parts}\ (expressed\ in\ m^2\ and\ \%)$$

  is **universal** and **applicable in all legal systems**, as it is based purely on **mathematical proportionality**.

- Each country may adapt the model to its own legislation, but the **core structure remains identical**:
  - Net surface area of each individual unit,
  - Gross surface area (net area + share of common parts),
  - Ideal co-ownership shares expressed in m² and %.
- This makes the system equally applicable in the **European Union, the United States, Russia, China, India**, and all other **193 countries worldwide**.

21.2 Contribution to global fairness

- **Fairness in condominium ownership** means that **each owner pays only what proportionally belongs to them**.

- The elimination of systemic overpayments strengthens **social security** and reduces **conflicts among owners**.
- Thus, **fairness becomes a universal value**, transcending language, culture, and legal tradition.

21.3 Contribution to trust

- Transparent data on ownership and shares significantly **increase confidence** in real estate transactions.
- **Investors, banks, and buyers** can make reliable decisions because all figures are verifiable and transparent.
- This in turn promotes **international economic cooperation**, as **trust in a nation's legal and property system** becomes a **form of competitive capital** in the global market.

V. CONCLUDING PART

22. Acknowledgements

Sincere gratitude is extended to all those who, in any way, have contributed to the understanding and resolution of matters concerning **condominium ownership** and the **fair distribution of costs**.

- To the **institutions** that provide space for constructive dialogue and pursuit of effective solutions, thereby strengthening the foundations of **legal certainty and public trust**.
- To the **owners**, whose perseverance and integrity have drawn attention to systemic irregularities and given a voice to fairness.
- To the **academics and experts**, whose knowledge, research, and critical insight help build bridges between practice, theory, and international reform.

This Handbook is **not a critique**, but an invitation to **open collaboration** — a call for shared progress in **Slovenia, Europe, and the world**.

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23. Key messages

23.1 The formula of fairness is simple and universal

One formula connects all — **owners, architects, surveyors, notaries, and courts**:

1 m² net = 0,3457 m² of the common parts of the building (expressed in m² and in %) based on original reference data from practice (e.g. *3.517 m² of common parts / 10.174 m² of ownership area*).

Its strength lies in **simplicity** — understandable to every owner, regardless of country, language, or level of education.

23.2 A Legal system without numbers has no foundation

- When contracts and court orders are based on **incomplete or incorrect data**, there is **no legal certainty**.
- Without **verifiable numerical data** on ownership areas and ideal co-ownership shares, **law loses its effectiveness**, disputes multiply, and trust erodes.
- **Truth measured in square meters** therefore becomes the **foundation of trust** in the real estate system.

23.3 The solution exists — and it is proven

- The mathematical model is **simple, verifiable, and universal**.
- It has been **tested in practical cases**, producing consistent results across all structural levels — building, entrance, and floor.
- Therefore, the solution is **not theoretical**, but a **proven, applicable practice** that can be implemented **immediately — in Slovenia and across all 193 countries worldwide**.

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24. Call to action

24.1 To property owners

Every owner has both the **right and the duty** to verify their proportional share.
By applying the formulas:

1 m² net = 1 share of the common parts (expressed in m² and %)
or
net : net = gross : gross,

each owner can determine whether their share and obligations are fair and accurate.

Call: Unite in the pursuit of **transparency and equality**.

24.2 To the professional community

Architects, surveyors, notaries, legal scholars, and judges are the **key guardians of truth and justice**.
Their duty is to unite **professional expertise with practical application**, ensuring that **truth measured in square meters – forms the foundation of every contract and judicial decision**.

Call: Let knowledge serve justice.

24.3 To policymakers and institutions

Your mission is to establish **legislation that prevents future harm** and protects the rights of all citizens.**Transparency in property contracts** is the foundation of **trust in both the rule of law** and the **real estate market**.

Call: Law without **truth in m²** has **no future**.

Closing Message:
This reform represents more than a technical correction — it is a moral and legal restoration of fairness.
The formula
1 m² net = 1 share of the common parts (expressed in m² and %)
is the bridge between **mathematics and justice**, ensuring equality for every property owner, everywhere in the world.

25. Concluding remarks and author's recommendation

25.1 Final words

The solutions presented in this **Handbook** restore **completeness and precision** to the system of **condominium ownership** by introducing a **mathematically defined model** for determining the *ideal co-ownership share* in the common parts of a building, expressed both in **square meters (m²)** and in **percentages (%).**

This approach aligns fully with the legal **definition of condominium ownership**:
The ownership of an individual unit combined with **co-ownership of the common parts of the building.**

The **fifth (5th) model** proposed in this Handbook —

1 m² net = 1 share of the common parts of the building (expressed in m² and in %) —
is designed to be **simple, rapid, and accurate**, and it applies **equally to all owners within the same building**.

Each owner can determine their correct share in **two straightforward steps**, requiring only three key data points:

1. The surface area of their individual unit (net area),
2. The total ownership surface of the building, and
3. The total surface area of the common parts of the building.

The calculation is **verifiable** through the **Triple Golden Ratio Rule**,
ensuring that all three proportional values — *net, ideal, and gross share* — yield the **same result (3× identical proportion)**.
This provides **mathematical certainty** and eliminates ambiguity in ownership and cost allocation.

Countries that adopt the proposed reform will gain the capacity to ensure that:

- Every **sales contract** includes, alongside the surface area of the individual unit, the **exact value of the ideal co-ownership share** in the common parts of the building, expressed in **m² and %**;
- Every **buyer knows precisely what they have purchased**, including how much co-ownership in the common parts corresponds to their individual unit;
- All **rights and obligations** of owners are **proportionate** to their **verified ideal co-ownership share**,
  and owners will **no longer bear the debts or costs** of others, since **incorrect shares are null and void** by definition.

Author's Recommendation:
The adoption of this model will align the legal, mathematical, and moral dimensions of property ownership.
It will create a transparent, just, and globally harmonized framework where **truth in m² = justice in ownership.**

25.2 Author's recommendation

To eliminate deficiencies, correct systemic errors, clarify ownership relations, and resolve the key disputes in the field of **condominium ownership**,
the **author of this Handbook** recommends that each country, through its competent **state authorities** and in cooperation with professional experts —
architects, designers, surveyors, legal scholars, and software engineers — implement the following measures:

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1. Establish Accurate Public Records

Ensure that publicly accessible databases — the **Building Cadastre** and the **Geodetic Administration** — contain, for all buildings under condominium ownership, complete and verified data on:

- The surface areas of all **individual (ownership – net)** units and the **common parts** of the building, entrances, and floors (levels);
- The **ideal (co-ownership) shares** of each owner in the common parts of the building, entrance, and floor — calculated and verified according to the formulas:

$$1\, m^2_{net} = 1\, share_{common\,parts}\ (expressed\ in\ m^2\ and\ \%)$$

and

$$net : net = gross : gross$$

based on the **Triple Golden Rule**:

$$\frac{individual\ ownership}{total\ ownership} = \frac{individual\ ideal\ share}{total\ ideal\ shares} = \frac{individual\ gross\ area}{total\ gross\ area}$$
$$\Rightarrow (3 \times identical\ ratio)$$

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2. Official Public Decision

The competent state authority (e.g., the **Geodetic Administration**) shall issue a **Decision or Official Order**,
constituting a **public document** containing the data specified in point 1 for each condominium owner.
This document shall be delivered:

- first to the **individual owner** (who may appeal),
- and, once final, to the **property manager, notary, and the competent court**.

The **Decision or Order** shall serve as the **legal basis** for:

- Harmonizing data in the **Building Cadastre** and **Land Register** with actual, verified conditions;
- Incorporating the **ideal co-ownership share** in the common parts of the building into every **sales contract or legal transaction** relating to condominium property — as a **mandatory contractual element**,
  which **the notary must verify ex officio**;
- For all previously concluded contracts (before a defined cut-off date), the **Decision or Order** of the Geodetic Administration shall become a **compulsory annex** and the **fundamental legal reference**;
- Enabling **fair monthly cost distribution** for maintenance, utilities, and other shared expenses of the common parts, based on verified supplier accounts and official ratios.

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3. Legislative Alignment

If necessary, national legislation on **condominium ownership** should be **amended and harmonized** with the verified model presented above, ensuring mathematical, legal, and procedural consistency in property relations.

"The truth contained in the formula1 m² net = 1 share (0,3457) in the common parts of the building(expressed in m² and in %)has the same value for every owner within the same building.It is the path to accuracy, transparency, and justice."

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