

UNIT TITLES PROPERTIES ADMINISTRATION HANDBOOK

**For
The Ministry of Lands Housing and Human Settlement (MLHSD)
In Collaboration with
National Housing Corporation (NHC)**

DAR ES SALAAM

2012

Table of Contents

LIST OF ABBREVIATIONS	5
PART ONE: INTRODUCTION; THE UNIT TITLES ACT	6
1.0 Introduction (section 5)	6
1.1 Handbook Overview	6
1.2 Essentials in a Unit Property	6
1.3 Development of Unit Property (Ss. 3, 4 and7) of UTA	7
1.3.1 Unit Plan	7
1.3.2 Unit	7
1.3.3 Unit Property	8
1.3 4 Unit Title Property	8
1.3 5 Unit Title Documents	8
1.3 6 Common Properties	8
1.3.7 Unit Owners Association	8
PART TWO: DEVELOPMENT OF UNIT TITLE PROPERTY (Ss 4, 7, 8, 14 and 15) OF UTA	9
2.0 Developer	9
2.1 Steps in developing a unit title property	9
2.1.1 Checklist of tasks	9
2.1.2 Application for Certificates	11
2.2 Application for Subdivision/Amalgamation (S 12(1))	11
2.2.1 Checklist of Documents	11
2.3 Application for Change of Use of a Unit (S 13(1)) of UTA	11
2.3.1 Checklist of Documents	11
2.4 Application for Disposition (Ss. 28, 29, 30) of UTA	11
2.4.1 Checklist of Documents	12
2.5 Disposition Documents	12
2.5 Unit Property Development Stages	14
PART THREE: REGISTRATION OF UNIT TITLES (Ss 8, 14 and15)	15
3.0 Registrar of Titles	15
3.1 Register of Units	15
3.2 Mandate of the Registrar of Titles	15
3.3 Registration by the Registrar of Titles	15
A. Registration of Units	15
B. Applications for Registration of Unit Plans from Applicants (Reg 4)	16
B.1 Checklist of Documents requirements for registration of a Unit plan	16
B.2 Checklist of Tasks	16
C. Application for Registration of a Unit (Reg 5)	17
C.1 Checklist of Documents	17
C.2 Checklist of Tasks	17
D. Application for Registration of Unit Owners' Association (S 35(1), Reg 13 and UTF 11)	18
D.1 Checklist of Documents	18
D.2 Checklist of Tasks	18
E. Application for Change of Use (S. 13 and Reg.8 (1))	18

E.1 Checklist of Documents	19
E.2 Checklist of Tasks	19
F. Application for Subdivision / Amalgamation (S. 12, Reg. 7).....	19
F.1 Checklist of Documents	20
F.2 Checklist of Tasks	20
G. Registration of Transfers of Common Property.....	20
G.1 Checklist of Documents.....	20
G.2 Checklist of Tasks	20
3.4 Termination of Unit Status (Ss.75, 76, Reg.17)	21
3.4.1 Checklist of Documents.....	21
3.4.2 Checklist of Tasks	21
PART FOUR: INTERMEDIARIES	22
4.0 Intermediary Roles	22
4.1 Financier	22
4.2 Land Surveyors.....	22
4.3 Lawyers / Conveyancers	22
4.4 Estate Managers	23
4.5 Architects.....	23
4.6 Disposition (S.28 (1))	23
4.6.1 Sale by Developer.....	23
4.6.2 Sale by a co-owner	24
4.6.3 Leasing of the Unit	24
4.6.4 Mortgage of a Unit	25
4.6.5 Composite Flow Chart.....	26
PART FIVE: UNIT BUYER (OWNER)	27
5.0 Buyer's Rights and Obligations	27
A. Obligations and Liabilities	28
B. Liability of Co-owners.....	30
5.1 Buyer's Checklist.....	30
5.2 Flow Chart on Unit Buyer's Tasks.....	31
5.3 Sale of Unit by the Unit Owner	32
PART SIX: MANAGEMENT OF UNIT TITLE PROPERTY	33
6.0 Overview.....	33
6.1 Owners' Association	33
6.1.1 Functions of the Association.....	34
6.1.2 Representation of the members of the Association.....	36
6.2 Constitution of the Association.....	36
6.3 Management Agreement.....	36
6.4 By-laws	37
ANNEXES	42
ANNEX 1 TASKS FOR THE DEVELOPER	42
ANNEX 2: INTERMEDIARIES/FINANCIERS	42
ANNEX 3: TASKS FOR THE REGISTRAR.....	43
ANNEX 4: FEE STRUCTURE.....	43

LIST OF ABBREVIATIONS

Ads	Advertisements
AF	Association Form
AGM	Annual General Meeting
Cap	Chapter
GN	Government Notice
LGA	Local Government Authority
No	Number
Reg	Regulation
RoT	Registrar of Titles
S	Section
Ss	Sections
TV	Television
UTA	Unit Titles Act
UTR	Unit Titles Regulations
UTF	Unit Titles Form

PART ONE: INTRODUCTION; THE UNIT TITLES ACT

1.0 Introduction (section 5)

1.1 Handbook Overview

This Handbook is a simplified tool for easy operationalization of the Unit Titles Act and the accompanying laws. The Handbook has been divided into six substantive chapters that summarises the required processes, documents and output. The first chapter provides for the essential terminologies in Unit Title Properties and their manner of application. This part has been supplemented by corresponding glossary of the end of chapter six.

Chapter two looks at the required processes for the development of Unit Title property. This part is important for developers and all those who would like to know about the needed stages for the development of unit properties and the required documentation. The part also provides the possible scenarios regarding changes that can be made on a unit property and the requirements of disposition.

Chapter three deals with powers of the Registrar of Titles in relation to Unit Title Properties. It outlines the required checklist for each application, required actions and the deliverables in case the application is successful. Chapter four is on the possible intermediaries in Unit Title Development and their roles. This part is useful as it provide useful information on the possible practitioners that can provide needed services to help the developer or buyer in complying with the requirements of the law.

Chapter five provides a checklist of processes before buying the unit property. It also outlines the conditions unique to unit title properties that must be complied-with by unit buyers once the deal is sealed. The corresponding rights of unit owners or unit buyers are also stated. In addition, it provides the necessary documentation that should be handled to the buyer by the developer. So this chapter is a must read chapter for unit buyers.

The last chapter deals with issues of unit property management. Although this part is crucial for all players, but developers and unit buyers need to read it carefully as it provides for the structures of management, mandates and obligations before and after the transfer of title to unit buyers. The Handbook does also contain a list of annexes that include checklist of processes, documents, fee structure and the prescribed forms.

1.2 Essentials in a Unit Property

A unit title property development starts when an owner decides to develop a property in terms of the Unit Titles Act No. 16 of 2008. Together with the UTA, Unit Titles Regulations were issued in 2009 (the “UTR”).

The purpose of the UTA is to provide for development and management of unit title properties. The UTA recognizes categories of unit title properties namely, clustered, high rise structures or in rows and terraced properties. Under the framework of the UTA an individual owning a unit is entitled to issuance of certificate of unit title for his unit. In addition, the UTA also allows co-ownership of common areas of the property by several individuals.

Before a unit title property is developed, the prospective developer must secure an original certificate of title to the land and relevant building permits from the planning authorities as it is provided in the relevant laws. The developer is any person engaged in the business of developing a unit property and includes its successors and assignees that have signed, delivered, and registered the unit plan and other unit documents. It also includes the person who is registered as the owner of the unit plan in the unit titles register. Such developer may be a natural person, a corporation or an organization that deals with development of properties for sale. The next part outlines the essential terms as they apply in unit title properties in Tanzania.

1.3 Development of Unit Property (Ss. 3, 4 and7) of UTA

1.3.1 Unit Plan

A developer may obtain unit plans from registered architect for the proposed unit title property. The unit plan has to be approved by the planning authority and then submitted to the Registrar of Titles for registration. Upon submission for registration the developer is required to submit four copies of the unit plan. Provided the submitted plan is for unit title property, it must clearly indicate the number of units into which the building is divided. In this case unit plan means the document indicating the proposed building to be developed, its divisions into units, site location together with the exhibits attached to it and all amendments that may be adopted in the future, by which the unit property is being submitted and registered for unit ownership under the UTA.

Where the developer is planning to develop the property in phases, he may submit a phased unit plan to the registrar indicating that the property shall be developed in successive phases. A phased unit plan must indicate the time table for the development of the various phases. In all cases the developer for a unit property development must procure planning and building permit and consent from appropriate Local Government Authority as provided under the Urban Planning Act 2007, Land Act 1999 and the Local Government (Urban Authorities) (Development Control) Regulations 2008, GN 242 of 2004.

1.3.2 Unit

For the purposes of unit title development, a unit means a portion of property which is owned by a specific owner or co-owned for exclusive use by owners. What an individual owns under the unit titles scheme is a unit. The Unit is identified by boundaries of the neighbouring units. The boundaries of a unit are described by reference to a floor, wall or ceiling; or where a wall located within a unit is a load bearing wall, the only portion of that floor, wall or ceiling, as the case may be, that forms part of the unit. In case of clustered unit properties their boundaries may be demarcated on the ground by a land surveyor. The boundary in high rise unit properties include any lath and plaster, panelling, gypsum concrete panels, flooring material or coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling. Doors and windows of a unit forms part of the unit unless provided otherwise in the plan.

Where a building contains premises that are rented to a tenant who is not a party to a sale agreement; and not included in a Unit plan, the owner of those premises or a person acting on his behalf must not sell the premises until the Unit plan which includes the premises is registered in accordance with the UTA. Thus a unit title means a portion of property which is owned by a specific owner or owned collectively with other owners as a distinctive property evidenced by certificate of unit title.

In unit title schemes, unit property or property development means the land that has been described in the unit plan together with all structures, improvements, easements, rights, and appurtenances located on or forming part of such property.

1.3.3 Unit Property

Unit property under the UTA refers to units of real property which are owned by co-owners for their exclusive use with certain portions of the same property held in co-ownership for common use. The unit property include a single buildings or several buildings comprising of sections of unified site together with the land on which they are located and all real rights existing in their favour.

1.3 4 Unit Title Property

As unit title properties may be of different types, unit property types means the type of unit property which includes high rise structures or in rows or terraces, or in buildings in a cluster form and the like structures and the user thereof as described in the Urban Act 2007 use classes.

1.3 5 Unit Title Documents

The process of unit title development includes various documents. So unit documents refers to the unit plan including all exhibits, the Constitution of the Unit Owners' Association, the By-laws of the Association and the rules adopted by the Management Committee of the Association, (the "Association") and any other document that affects the rights and obligations of a co-owner in the unit property.

1.3 6 Common Properties

In unit title property sharing of structures and facilities is unavoidable. The use of the word common property means whole or a portion of a property that is owned by all owners for their common use. Common property involves common areas which are used for general use. An area will be for general use if it is shared by all unit owners. Where the common area is just used by one or few co-owners it is referred as common area for restricted use. The shared common areas can be calculated to know what portion or fraction each owner owns in the total common area although it will not be marked by distinctive boundary lines or marks like beacons.

Areas constituting the common property include areas such as:-

- 1) the land, yards, verandas or balconies, parks and gardens, access ways, stairways and elevators, passageways and halls, common service areas, parking and storage areas, basements, foundations and main walls of properties;
- 2) common equipment and apparatus, such as central heating and air-conditioning systems and the piping and wiring; and
- 3) partitions or walls that are not section of the foundations and main walls of a building but which separate a unit from a common area or from another unit.

The common areas may be divided into fractions called fractional shares belonging to one or several co-owners each owning undivided right of ownership in the area equal to the relative size of his fractional share. A fractional share can be obtained by taking the physical area of the co-owner's unit divided by the total physical area of all units of the property and the sum of all fractional shares shall equal one after rounding for minor discrepancies. Unit factor means a proportional share of a common area which depends on the number of units owned by the individual in the unit property. In any case, the more the number of units and hence the physical area the owner has, the more the proportional share he has in the common area.

1.3.7 Unit Owners Association

One of the key qualities of a model unit title property is formation of the unit owners association to manage the unit title property. When the association is registered it becomes a body corporate with perpetual succession, common seal, and may sue or be sued in its own name.

PART TWO: DEVELOPMENT OF UNIT TITLE PROPERTY (Ss 4, 7, 8, 14 and 15) OF UTA

2.0 Developer

Development of unit title property is undertaken by a recognized person called a developer. The developer must obtain valid original certificate of title to the land; he must consult experts such as estates agents, land surveyors, valuers, lawyers and planners and secure architectural works and necessary building permit/consents from planning authorities and is required to pay for the building permit secured.

According to the UTA, the developer must ensure compliance with the legal procedures. Once the required consents have been obtained the developer may make an application to the Registrar of Titles by submitting the Units Plan for registration and approval. The application has to be accompanied by statutory subscribed fees. Where necessary the developer may consult other intermediaries such as financiers to secure loans.

Where the unit plan includes residential units, in addition to the above requirements, the plan must indicate a demarcation of the boundaries of the areas that are to be leased under section 9(3) of UTA. As to how one can define the boundary of a unit section 16(1) and (2) of UTA defines as follows:

A boundary of a unit is described by reference to a floor, wall or ceiling or where a wall located within a unit is a load bearing wall, the only portion of that floor, wall or ceiling, as the case may be, that forms part of the unit, including any lath and plaster, panelling, gypsum concrete panels, flooring material or coverings or any other material or coverings or any other material that is attached, laid, glued or applied to the floor, wall or ceiling, as the case may be.

In addition to the above, every application for registration of a Unit plan must be accompanied by the following certificates: - (a) a certificate of a registered Land Surveyor to the effect that the structure shown on the plan is within the external surface boundaries of the common property which is the subject of the plan, and if there are projections beyond the external boundaries, that an appropriate easement has been granted as an appurtenance of the common property; and

(b) a certificate of a local government authority to the effect that the proposed division of the structure as shown on the plan has been approved by the local authority in accordance with any enactment regulating land use and building construction. A unit plan for a building or structure that is to be brought under the operations of the UTA must also be accompanied by a certificate from a registered architect indicating that the plan correlate with the existing structure before it is registered. The certificates outlined above must follow the prescribed format under schedule 10 to the UTR.

2.1 Steps in developing a unit title property

2.1.1 Checklist of tasks

The developer must do the following tasks:

1. He must acquire title to the land as stipulated under the Land Act, In obtaining the land the developer may need to engage other intermediaries such as lawyers estates agents, land surveyors, and valuers;
2. He must obtain architectural drawings. In order to obtain such drawings he must engage a registered architect and other necessary intermediaries;

3. He must obtain approval of a Registered Land Surveyor. The approval must be endorsed in UTF No. 10A of the UTR;
4. He may need to consult financiers or credit institutions. In doing so he may need to engage real estate appraisers to provide the value of the property to be developed and its viability,
 - a. If the project is viable and the financier is willing to provided credit he must obtain mortgage contract. The contract can be prepared between an agent (lawyer) of the developer and the legal unit of the financier.
 - b. Other necessary intermediaries at this stage may be engaged as the need may arise.
5. He must obtain approval from the Local Government Authority;
 - a. The approval must be endorsed in UTF No 10B of the UTR.
 - b. He must also make sure that he obtains the necessary building permits and approvals from the Local Government Authority.
 - c. He must comply with payment of the required statutory fees.
 - d. At this stage there might also be a need to engage assistance of other intermediaries like lawyers and estate agents etc.
6. He must obtain approval of Registered Architect endorsed on UTF No. 10C of the UTR;
7. He may then commence public advertisement of the intended project through different media,;
8. He must submit an application for registration of a unit plan. The application is made on UTF No. 3 of the UTR and must be accompanied by 4 copies of complete set of unit title plan. The unit title plan must contain:
 - (i) Site plan, adequately identifying the land earmarked for development,
 - (ii) Indication of number of units to be built so as to form a unit property,
 - (iii) Schedule indicating unit factors,
 - (iv) Statement of particulars to identify title to common property,
 - (v) Duly filled certificates from Registered Land Surveyor, Local Government Authority, Registered Architect,
 - (vi) Building permit,
 - (vii) receipts acknowledging payment of required fees,
 - (viii) The application must be made in four (4) copies,
 - (ix) Applicant's photograph.
9. He must submit an acceptable title deed (as advised by the Registrar of Titles) to prove ownership to the land;
10. He must indicate in his application if the development of the property is turnkey or phased. Where the development is phased, he must indicate timetable for the development of the various phases;
11. Before the completion of the engineering works, the developer must obtain a Certificate of Occupancy as per the Local Government (Urban Authorities) (Development Control) Regulations GN 242/2008.
12. The developer will also need to make application for registration of Unit Title Association under UTF No. 11 of the UTR. The application for registration of Unit Titles Association must be accompanied by:
 - (a) Association Constitution, (15th schedule) of the UTR,
 - (b) Association By-Laws (14th schedule) of the UTR,
 - (c) Management Agreement (11th schedule) of the UTR,
 - (d) Payment of required fees (20th schedule) of the UTR.
13. After the above have been lodged with the Registrar of Titles and duly registered, the developer may engage engineers and contractors to start construction of the property and pre-completion sale of units; and
14. In relation to the sale of units, the developer may facilitate application for registration of units to be made on UTF No. 4 of the UTR.

2.1.2 Application for Certificates

Application for the Certificates from the LGA, Registered Land Surveyor and the Registered Architect will require formal letter of application as may be prescribed by the Registrar of Titles, accompanied by the following documents:-

- (a) Valid Title Deed,
- (b) Site Map,
- (c) Building Permit, and
- (d) Proposed Unit Plan indicating among other things the total area to be covered by the Unit

Plan, area for each unit and the common areas such as recreational grounds, assembly points, parking, and gardens as required by the UTA.

2.2 Application for Subdivision/Amalgamation (S 12(1))

The UTA also make provisions that allow for the subdivision or amalgamation of units.. An application to the Registrar of Titles by a developer for subdivision or amalgamation must be accompanied by the following documents:

2.2.1 Checklist of Documents

In making an application for subdivision or amalgamation of units, the following documents will be needed:

- (a) Application Form (UTF No. 6, 6th Schedule) of the UTR;
- (b) Certificate of Consent from LGA for subdivision or amalgamation (UTF No. 7, 7th Schedule) of the UTR;
- (c) Unit Plan in respect of the unit intended to be subdivided,
- (d) Receipts of associated statutory fees as annexed under this handbook or as may be revised.

2.3 Application for Change of Use of a Unit (S 13(1)) of UTA

A unit owner or developer may change the use of his unit. An application by a developer for change of use of a unit must be accompanied by the following documents and should be submitted to the Registrar of Titles:

2.3.1 Checklist of Documents

An application for change of use requires the following documents:

- (a) Application Form (UTF No. 8, 8th Schedule) of the UTR,
- (b) Certificate of Consent of Change of Use from the Association (UTF 9A, 9th Schedule) of UTR,
- (c) Certificate of Consent of Change of Use from LGA (UTF 9B, 9th Schedule) of the UTR where it affects proposed Scheme,
- (d) Modified Unit Plan,
- (e) Associated statutory fees as annexed under this handbook.

2.4 Application for Disposition (Ss. 28, 29, 30) of UTA

Subject to the provisions in respect of dispositions affecting land under the Land Act, 1999, a developer can dispose a unit property through different ways such as sale, mortgage, lease, transfer, grant, partition, exchange, assign, surrender or disclaimer, creation of an easement, a usufructuary right, or any other servitude or interest in a right of occupancy and in each case, the fractional share appurtenant to the unit as well as the right to use the appurtenant restricted common areas where applicable.

2.4.1 Checklist of Documents

Before the developer sells a unit he must deliver to the purchaser copies of the following documents:

- (a) Sale agreement in respect of the unit;
- (b) Existing or proposed by laws of the Association;
- (c) Existing or proposed recreational agreement;
- (d) Existing or proposed management in respect of the unit;
- (e) Lease of the common property where the unit is located (if any);
- (f) A certificate of title for the unit or proposed unit;
- (g) Any mortgage / charge that affects the unit;
- (h) A copy of the Unit plan; and
- (i) Written notice (in case the property under which the unit has been constructed has been mortgaged) indicating:
 - i. The maximum principal amount under the mortgage;
 - ii. The maximum monthly payment, (if any);
 - iii. The duration of payment;
 - iv. The grace period, (if any);
 - v. Pre-payment terms (if any); and
 - vi. The interest rate or the formula for determining interest rate.

2.5 Disposition Documents

In compliance with section 28(1) of the UTA, registration of disposition of units requires the submission of the following documents to Commissioner for Land /the Registrar of Titles:

- (a) Land Form No. 35 (Deed of Transfer), (in triplicate);
- (b) Original Certificate of Title in respect of the property where the Unit is constructed (i.e. the mother title (this is because registration of disposition of Unit also be registered against the mother title);
- (c) Buyer's passport size photographs (approximately 3) where the buyer is an individual;
- (d) If the purchaser is a company, a copy of the Articles and Memorandum of Association of Association of the Company, the Certificate of Incorporation of the Company and board resolution of the company authorizing the purchase of the respective Unit;
- (e) Deed of Application and Notification of a disposition (Land Form Nos. 29 and 30) (in triplicate);
- (f) Sale Agreement (in triplicate);
- (g) Proof of citizenship i.e., certified copies of passport;
- (h) Original Valuation report and valuation approval receipt;
- (i) Capital Gains Tax Clearance Certificate from the Vendor (subject to further confirmation from tax authorities, Capital Gains Tax is usually advance tax of 10% of the purchase price or market value, whichever is higher);
- (j) Current land rent receipts;
- (k) Stamp duty and registration fees;
- (l) A certified copy of the floor plan in respective of the Unit
- (m) Certificate of approval from Commissioner for Land; and
- (n) Right of use of fractional share of a common area as per Section 28(2) of UTA.

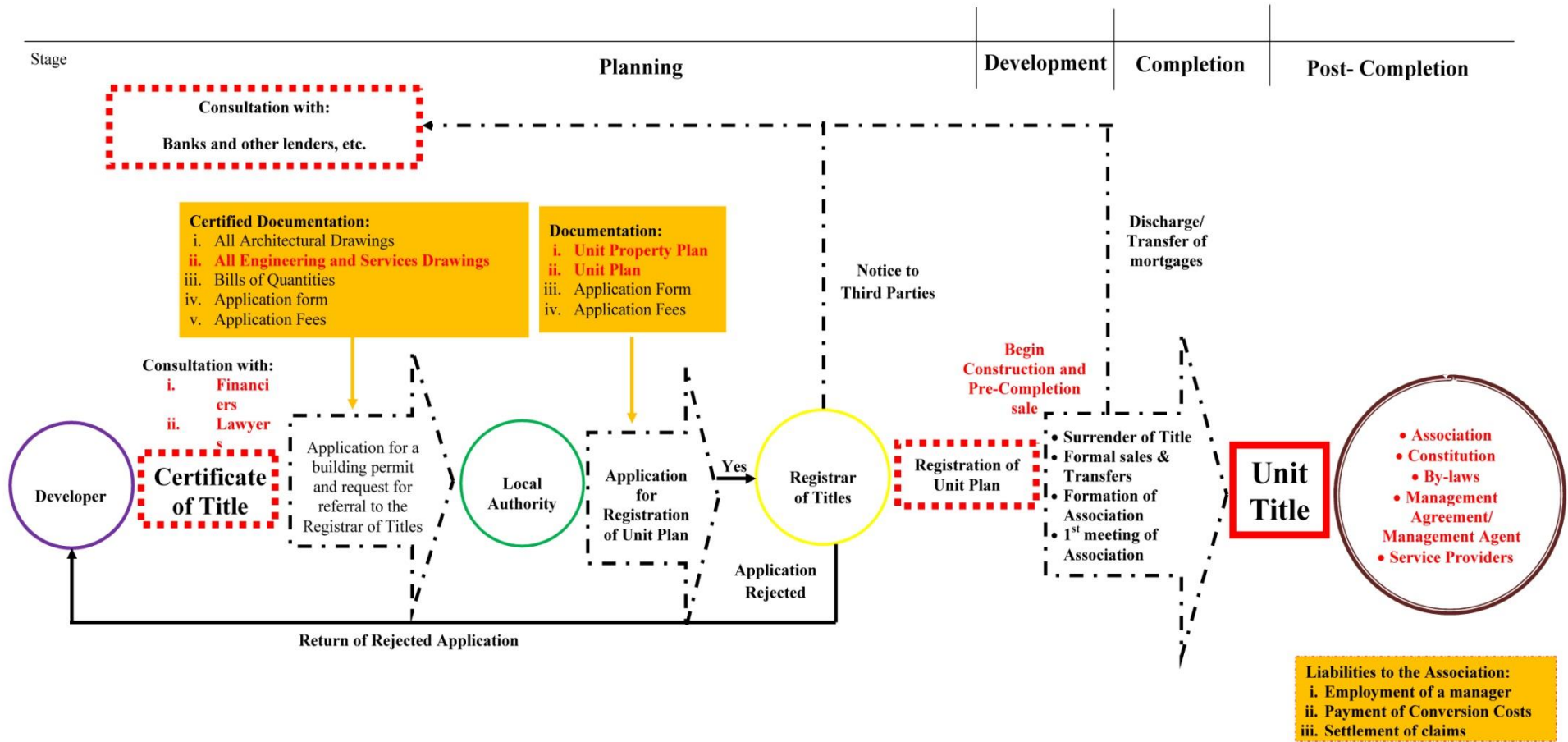
Note that in practice registration of transfer process can be undertaken under either of the following options:

1. By first making an application to the Registrar of Title Deeds for the preparation of Certificates of Units in respect of a particular block of apartments in the name of NHC (**STAGE ONE**). Thereafter, once title deeds have been prepared, lodge with the Commissioner for Lands (the “Commissioner”) transfer documents (together with Unit Title registered in favour of NHC) in respect of a particular Unit for Commissioner’s approval/consent for registration of transfer in favour of the purchaser (**STAGE TWO**). The final stage of this process entails the purchaser’s name getting endorsed against the title deed and the registration of transfer registered against the Registrar of Titles Register (**STAGE THREE**); or
2. By commencing the registration of transfer process (the STAGE TWO process mentioned above) without the Certificate of Unit and once consent to transfer is granted by the Commissioner for Lands, make an application to the Registrar of Titles to have a the registration registered and a Certificate of Unit issued in the name of the buyer (i.e. STAGE ONE and STAGE THREE running simultaneously).

You will note from above that option 2 is easier and less time consuming.

A.

UNIT PROPERTY DEVELOPMENT STAGES: Intermediaries



PART THREE: REGISTRATION OF UNIT TITLES (Ss 8, 14 and 15)

3.0 Registrar of Titles

Registration process for unit title properties is carried out in the Office of the Registrar of Titles. Under the UTA, the office of the registrar is mandated to register unit titles and unit plans. The Registrar of Titles is therefore required to keep and maintain a register of units and record all particulars of units therein. He must ensure that the register is kept and maintained.

3.1 Register of Units

The register of units and other matters pertaining to registration must be as set out in UTF No. 1 appended in the 1st Schedule to the UTR. A unit title registered under the UTA and the UTR must be assigned a number by the Registrar and the unit may be identified in the register by such numbers as indicated in UTF No. 2 in the 2nd Schedule to the UTR. Use of other forms apart from those provided in the schedule to the Regulations is prohibited. However, the Registrar may alter or modify any of the prescribed forms as circumstances may provide. Where no form has been specified for any matter in the UTR the relevant form in the Land Registration Act, (CAP 334 R.E. 2002) ("LRA") and Land Regulations shall be used. The paper for the registration of entries or filing in the register must be of durable quality. The Registrar of Titles may impose fees set out in the 20th schedule to the UTR.

3.2 Mandate of the Registrar of Titles

The Registrar of Titles in relation to the unit titles and the Association has the following powers:-

- (a) to register and de-register unit plans and units;
- (b) issue unit titles and other associated documents; and
- (c) register and deregister associations, change forms under the UTR and do any other thing under his powers in relation to functions and powers stipulated in the UTR.

3.3 Registration by the Registrar of Titles

Generally, the procedures relating to registration techniques, procedures and practices are the same as those under the LRA unless specifically stated otherwise. Hence a certificate of title issued in respect of a unit comprised in a unit plan registered under the UTA will be deemed to have been issued under the LRA.

A. Registration of Units

Where an owner of a unit /developer applies to the Registrar for the registration of the unit, the application must be made under UTF No. 4, of the 4th Schedule to the UTR. Any interest affecting the common properties entered on the part of the closed register has to be indicated on the parts of the opened register and on the certificates of title to the extent of the unit factor. Where any interest affecting a unit comprised in a registered unit plan has not been endorsed on a separate part of the register will have to be endorsed on a separate part of the opened Register of the Unit and on the certificate of title in respect of that Unit. Also the registrar upon opening a separate part of the register for a unit, he must record in that part, the unit factor. The same must be recorded on the certificate of title issued in respect of the form under UTF No. 5 of the 5th schedule to the UTR. Successful application for registration of a unit entitles the applicant to get a certificate of unit title for his unit property. The legal effect of the registration of a unit is to enable the owner whose unit has been registered to sell, transfer, lease, charge or deal with his unit in similar manner as a person holding title under the LRA.

B. Applications for Registration of Unit Plans from Applicants (Reg 4)

The UTA allows developers to present their unit plans to the Registrar of Titles for registration. Such application for the registration of a unit plan must be made to the Registrar on Form No. 3 (UTF No. 3) set out in the 3rd schedule to the UTR. A unit presented to the Registrar of Titles for purposes of registration as a unit plan, a unit plan of a subdivision or amalgamation or any other type of plan to be registered must be (a) drawn in ink, material, size and be in nature, (b) prepared in sheets bearing appropriate words and formats, (c) consist of any other information or signs as may be directed by the Registrar of Titles or any other relevant authority. So what the developer presents to the registrar for registration is the unit plan which must indicate the number of units into which the building is divided in four (4) copies. Where the unit plan is for a property to be developed later, then the developer when depositing the unit plan; may also indicate whether the unit plan shall be developed at once or in successive phases. In such a case he must also indicate a time-table for the development of the various phases. In all cases the developer or proprietor for a unit development must procure planning and building permit /consent from appropriate local government authority as provided under the Urban Planning Act, 2007. The Developer must make ensure that the unit plan complies with the requirements of the law provided under sections 14 and 15 of the UTA.

B.1 Checklist of Documents requirements for registration of a Unit plan

Where an application for registration of a Unit plan has been made, the Registrar of Titles must ensure that the Unit plan complies with the following requirements:

- a. The plan, in its heading, is described as a unit plan;
- b. there is indicated in the plan, a delineation of the external surface boundaries of the common property and the location of the building in relation to them;
- c. the plan includes a drawing illustrating the units and distinguishing the units by numbers or other symbols;
- d. The boundaries of each unit are clearly defined in the plan;
- e. The approximate floor area of each unit must be clearly shown in the plan;
- f. The plan be accompanied by a schedule specifying in whole numbers the unit factor for each unit in the common property;
- g. The plan is accompanied by a statement containing such particulars as are necessary to identify the title to common property;
- h. The plan is accompanied by the certificate of a Registered Land Surveyor, a certificate of a Local Authority and a certificate of an Architect; The plan is signed by the proprietor or developer;
- i. The plan must contain the address at which documents are to be served on the relevant association; and
- j. The plan should contain any other particulars prescribed by or under the regulations.

B.2 Checklist of Tasks

After receiving an application for registration of a unit plan, the Registrar of Titles must do the following tasks:

1. Consider that such application is in compliant with the law; consider the accuracy of the submitted documents i.e. the documents listed under B1 above, together with receipts of statutory prescribed registration fees.

Where appropriate, the Registrar of Titles upon an application for the registration of a Unit plan close the part of the Register relating to the common property described in the plan and open a separate part of each unit described in the plan, and shall upon the payment of the prescribed statutory fees, issue a certificate of title in respect of the unit.

C. Application for Registration of a Unit (Reg 5)

Owners of Unit(s) are required to register their units with the Registrar of Titles. The application for registration of a unit must be made on Form No. 4 in the 4th Schedule to the UTR and the Registrar of Titles may impose any conditions to be complied with by applicants. Where the Registrar of Titles is satisfied that an applicant has fulfilled all requirements provided for under the UTA and UTR he shall, after the payment of prescribed statutory fees, register the unit. After registration of a unit, the registrar has to issue a certificate of unit title to that effect, on Form No. 5 set out in the 5th Schedule to the UTR. Where the Registrar of Titles refuses to register a unit plan or a unit, he shall, inform the applicant in writing the refusal and reasons thereof. In case the applicant has made correction or fulfilled any requirement as directed by the Registrar of Titles, the unit shall be registered as a unit under a register of units. Generally, the procedures relating to registration techniques, procedures and practices are the same as those under the LRA unless specifically stated otherwise. Hence a certificate of title issued in respect of a unit comprised in a Unit plan registered under the UTA will be deemed to have been issued under the LRA.

C.1 Checklist of Documents

Where an application for registration of a unit has been made, the Registrar of Titles is supposed to receive the following documents:

- (a) Duly filled application form, UTF No. 4 of the UTR;
- (b) Copy of a registered Unit Plan or reference to filed in the records of the unit title property;
- (c) Development Commitment;
- (d) Documents proving existence of an escrow account (pre-completion sales); and
- (e) Receipts of statutory prescribed registration fees.

C.2 Checklist of Tasks

Upon application for registrations of units, the Registrar of Titles is supposed to do the following:

1. Consider the records of the filed Unit Plan to identify the unit;
2. Consider the accuracy of the filed unit documents upon which the unit is to be registered;
3. Identify the fractional share in the common property;
4. Cause submission of development commitment (“Bond”) by the developer (for pre-completion sales);
5. Proof of escrow account (for pre-completion sales);
6. Consider such other factors or demand additional information (as the Registrar may deem necessary);
7. Liaise with financiers in case of mortgaged units;
8. Make entry (encumbrance) on the unit (for mortgaged units);
9. Discharge redeemed units (where the developer mortgaged the units before sale);
- 10 Facilitate mortgage transfers (where the lender of the developer is different from the lender of the unit buyer)-transfer of liabilities;
- 11 He must get receipts of registration fees;
- 12 He must mark the sold units in the plan. (UTF No. 1); and
- 13 Thereafter, he must issue Certificates of Unit Title.

D. Application for Registration of Unit Owners' Association (S 35(1), Reg 13 and UTF 11)

The Registrar of Titles has power to register an associations under the UTA as long as it has fulfilled all requirements including paying the prescribed fees. So every Association has to make an application for such registration vide Form No. 11 on the 12th Schedule. Under Regulation 13(1) of UTR the registrar is required to keep and maintain a register of Associations and records of their particulars.

In case the Registrar of Titles refuses to register an association he must inform the applicant in writing the reasons for such refusal. Once he does the correction and meet any other requirement as directed by the Registrar; the Registrar shall register it. In addition to the stipulated requirements the Registrar may impose any conditions to be complied by every applicant. Where an Association has been registered the Registrar will have to issue a certificate of registration in Form No. 12 set out in the 13th Schedule to the UTR. The certificate once issued can be cancelled if the Registrar is satisfied that the Association has contravened any provisions of the UTA, by-laws or the UTR or has lost the capacity to be an association. The by-laws of the Association shall follow the format set out in the 14th schedule to the UTR.

D.1 Checklist of Documents

Application for registration of Unit owners' Association requires submission of the following documents:

- (a) Duly filled application form, UTF No. 11;
- (b) Copy of unit plan or reference to filed in the records of the unit title property;
- (c) Unit title documents such as Unit Owners' Constitution, By-laws, Management Agreements; and
- (d) Receipts of statutory prescribed fees.

D.2 Checklist of Tasks

Upon application for registrations, the Registrar of Titles is supposed to do the following tasks:

1. Consider the records of the filed unit plan to identify the unit;
2. Enquire whether there are more than 5 unit owners or less;
3. Advice on the documents required for registration,
(By-laws if less than 5 unit owners, and Constitution, By-laws and Management Agreement if more than 5 unit owners),
4. Demand submission of Unit Association Documents namely,
(a) Association Constitution, (15th schedule),
(b) Association By-laws (14th schedule),
(c) Management Agreement (11th schedule),
5. Inspect the accuracy of the Unit Association documents to meet the minimum requirements in schedule 11, 14 and 15 of the UTR,
6. Receive payment of required fees (20th schedule); and
7. Issue Certificate of Registration of Unit Association (UTF No. 12).

E. Application for Change of Use (S. 13 and Reg.8 (1))

The Owner of a unit can change the use of his unit. However, change of use can only be possible after getting the consent of the association through a special approval including approval from the planning and local authorities in case it will affect the proposed scheme. Where the change of use of a unit results in modifications to the unit plan, the owner of the unit must submit to the Registrar modified unit Plan. On receipt of the of the modified unit plan the Registrar has to append the unit plan as an annexure to the unit plan of the Unit property registered under section 8 of the UTA. Application for change of use of a unit has to be made on Form No. 8 under the 8th Schedule to the UTR.

Such application must be attached with the certificate of consent of change of use from the Association Form No. 9A and from the local government authority Form No. 9B on the 9th schedule to the UTR. The Registrar of Titles is supposed to change the use of a unit if he is satisfied with the fulfilment of the requirements of section 13 of the UTA and the UTR.

E.1 Checklist of Documents

Application for registration of change of use requires the following documents to be submitted to the registrar:

- (a) Duly filled application form UTF No. 8;
- (b) Copy of nit plan or reference to filed records;
- (c) Relevant consents from unit owners' association, Local Government Authority and existing mortgagees;
- (d) Modified plan; and
- (e) Receipts of statutory prescribed fees.

E.2 Checklist of Tasks

Upon application for registrations, the Registrar of Titles is supposed to do the following tasks:

1. Consider the filed records of the unit plan on which the unit was created;
2. Request to be provided with consents from: -
 - (a) Unit Owners' Association (UTF No. 9A);
 - (b) Local Government Authority permitting the change of use (UTF No. 9B);Where necessary the Registrar may demand further information to verify the authenticity of the consents.
3. Receive modified plan to ensure that it shall not injuriously affect other unit owners, third party interests or the intended use of the unit property;
4. Demand consent from any existing mortgagee before registering the change of use; and
5. Get receipt of prescribed statutory fees (20th schedule).

F. Application for Subdivision / Amalgamation (S. 12, Reg. 7)

A developer may propose changes to the unit plan which has to be approved by the local authority. Where the proposed changes may have major impact to the co-owners or neighbourhood, he may decide to subdivide or consolidate his unit by registering with the Registrar of Titles a unit plan relating to the unit proposed to be subdivided or consolidated.

Application for registration of a unit plan of subdivision/amalgamation is made on Form No. 6 set out under the 6th schedule to the UTR and must be accompanied by a certificate of consent for subdivision /amalgamation from the Local Government Authority made on Form No. 7 in the 7th schedule to the UTR. Upon registration of a unit plan of subdivision or consolidation, a unit comprised in a Unit plan shall be subject to the burden and have benefits of any easements that affect units in the original unit plan. A unit plan of subdivision or consolidation must be appended with a schedule indicating the apportionment among the units and unit factor for the unit or units in the original unit plan. The Registrar of Titles is required to amend the original unit plan before accepting to register a proposed unit plan of Subdivision or Consolidation as per the UTR.

The Registrar may register the application for subdivision or amalgamation and where he refuses he must inform the applicant of such refusal and reasons thereof. In case the applicant has made correction or fulfilled all requirements as directed by the Registrar of Titles, the Registrar has to register the applicant for sub-division or amalgamation. Before registering the application for sub-division or amalgamation of a unit or a unit plan, the Registrar has to cause a notification of the sub-division or amalgamation to be endorsed on the original registered unit plan, and to be indicated on the unit plan, the unit or units being subdivided or amalgamated on the unit plan in the original register. When all

are fulfilled and the statutory prescribed fees have been paid pay, the Registrar of Titles shall, register the unit or the unit plan.

F.1 Checklist of Documents

Application for registration of subdivision/amalgamation requires submission of the following documents:

- (a) Duly filled application form UTF No. 6;
- (b) Copy of unit plan or reference to filed records;
- (c) Certified consents from Local Government Authority, the Unit Owners Association and existing mortgagees;
- (d) Modified plan; and
- (e) Receipts of paid statutory fees.

F.2 Checklist of Tasks

Upon application for registrations of subdivision or amalgamation, the Registrar of Titles must do the following tasks:

1. Ensure the application for subdivision or amalgamation is made on UTF No. 6;
2. Consider filed records of the unit plan on which the unit was created;
3. Demand submission of certificate of consent from the Local Government Authority (UTF No. 7);
4. Receive certificate of consent from the Unit Owners' Association (UTF No. 9A);
5. Receive and consider the modified plan to ensure that it shall not injuriously affect other unit owners, third party interests or the intended use of the unit property;
6. May demand consent from any existing mortgagee before registering the change of use; and
7. Demand receipts of prescribed statutory fees (20th schedule).

G. Registration of Transfers of Common Property

Where a common property has been transferred, the instrument of transfer must be deposited to the Registrar of Titles accompanied by a revised unit plan under the same number. When registering the Registrar of Titles is required to register transfer of the common property by causing an appropriate record relating to the transfer to be noted on the revised unit plan and on the relevant part of the register. Then he is supposed to issue in the name of the transferee, a certificate of title for the land transferred. Where a unit is subject to any existing registered charge, lease or sublease, the Registrar of Titles must get consent in writing from every registered chargee before he registers any such transfer of the common property. The consent should not be unreasonably withheld and the lessee and sub-lessee must have been notified.

G.1 Checklist of Documents

Application for registration of transfer of common property requires the submission of the following documents:

- (a) Copy of unit plan or reference to filed unit plan;
- (b) Instrument of transfer; and
- (c) Revised unit plan.

G.2 Checklist of Tasks

Upon application for registrations of transfers of common property, the Registrar of Titles must do the following tasks:

1. Note the transfer on the revised plan and on the register;
2. Get consent document from existing charges/mortgagee;
3. Receive proof of notification of lessees and subleases; and
4. Issue certificate of title for the transferred land.

3.4 Termination of Unit Status (Ss.75, 76, Reg.17)

1. Application for termination of unit status by the Unit Owners' Association is made on form AF 22 (19th schedule) of UTR;
2. The Registrar of Titles must consider the circumstances meriting termination;
3. The application must be accompanied by: (a) A certified copy of the unanimous resolution of the owners or (b) A certified copy of the order made by the court in respect of termination of Unit Status; and
4. The Registrar of Titles must cause notice of termination of unit status to be furnished to any mortgagees and other interested parties.

3.4.1 Checklist of Documents

Application for termination of unit Status requires the submission of the following documents:

- (a) Duly filled application form AF 22 to the UTR;
- (b) Proof of circumstances meriting termination;
- (c) Certified copies of unit owners' resolution; or
- (d) Certified copy of an order for termination made by the court;
- (e) An application for registration of interest against the unit title as indicated in the plan; and
- (f) An application for issuance of titles for the common property.

3.4.2 Checklist of Tasks

Upon application for termination of unit status, the registrar is supposed to:

1. Cause notice of termination to be furnished to interested parties;
2. Cancel the ownership register for each unit in the plan;
3. Cancel the titles to each unit in the plan;
4. Establish ownership register for the common property; and
5. Issue titles of common property in the names of the unit owners.

PART FOUR: INTERMEDIARIES

4.0 Intermediary Roles

Intermediaries are all actors involved in various stages of the development and operation of unit title schemes. The intermediaries may include estate managers, lawyers, financiers, land surveyors, architects, engineers, project appraisers, business plan developers etc. These actors may be engaged by the developer or unit buyer at any stage in the development of the unit title scheme. Therefore their roles are distinguishable depending on the services they provide and the time they are engaged. The developer, unit owners or unit tenants may take advantage of their services.

Particular tasks and code of ethics for these actors are provided in their respective legal regimes and client charters. A well developed unit titles market may also create a code of practice for these intermediaries. Below are some of the specific services and tasks that intermediaries may provide in a unit title development scheme.

4.1 Financier

The financier is supposed to:

- (a) Received and evaluated project write-up;
- (b) Provide details of mortgage financing terms and conditions to the loan applicant;
- (c) Ensure securitization/hypothecation process;
- (d) Ensure drafting and execution of mortgage agreement;
- (e) Ensure registration of mortgage documents with the Registrar of Titles;
- (f) Release of funds as agreed;
- (g) Follow-up mortgage repayments;
- (h) Liaise with developer and Registrar of Titles on any change of terms and mortgage compliance;
- (i) Occasionally liaise with the Unit Owners' Association on the status of any mortgaged unit; and
- (j) Release or discharge mortgaged units upon payment of a loan.

4.2 Land Surveyors

- (a) The Land surveyor may facilitate the developer in planning, directing and conducting surveys for the proposed development project /area;
- (b) Help in determining, establishment, location of the land boundaries, unit title property and natural or human-made features;
- (c) He may help in preparing and maintaining drawings, official plans, records and documents pertaining to the surveys; and
- (d) He may also provide precise construction layout of the property and "as built" surveys.

4.3 Lawyers / Conveyancers

The lawyer may assist the developer to:

- (a) Negotiate the purchase of the land;
- (b) Facilitate the transfer of the land from a prospective seller to the developer;
- (c) Assist in negotiating mortgage terms with financiers;
- (d) Assist in reviewing mortgage terms;
- (e) Facilitate the execution of the mortgage agreement (deed);

- (f) Liaise with mortgagee for registration of the mortgage documents;
- (g) Render legal advice during the development of the unit title project;
- (h) Assist in drafting of construction contracts for sale or lease of units any other contracts pertaining to the development;
- (i) Render legal advice to unit buyers;
- (j) Facilitate mortgage discharges and transfer of units to unit buyers; and
- (k) Provide general legal services on other third party rights and interests.

4.4 Estate Managers

The estate manager may:

- (a) Help the developer to prepare opinions of the real property value or price;
- (b) Assist a potential purchaser in formulating a purchase offer;
- (c) Be engaged to manage the unit title property after completion or after the completion of a phase in a phased unit plan development;
- (d) Advice on change of use; and
- (e) Advice when to mortgage or sell a unit.

4.5 Architects

The architect may:

- (a) Advise the developer against proceeding with any project whose practicability may be questionable due to financial, legal or exigent conditions;
- (b) Help the developer to know the conditional character of estimates other than estimates submitted in the form of actual proposals by contractors;
- (c) Help the developer to assess the needs and stipulation of the developer and the effects of the project upon the life and well-being of the public and the community as a whole; and
- (d) Assist the developer to meet the aesthetic and functional requirements of the project according to the developers' appropriation.

4.6 Disposition (S.28 (1))

The Registrar may prepare a checklist of tasks for disposition of unit title properties in compliance with the Land Act, 1999 and the Land Registration Act, (CAP 334 R.E 2002). Different kinds of disposition may be carried under the UTA. These dispositions are included (but are not limited to) sale, lease and mortgage. The dispositions can be carried out by the developer, or the buyer of a unit. In such case the developer may sell, lease or mortgage. Likewise, the unit buyer may also lease his unit, sell it to another person or mortgage it. The process of disposition involves various requirements procedures as provided under the Land Act, 1999 and the Land Registration Act (CAP 334 R.E 2002) that must be complied with.

4.6.1 Sale by Developer

A developer can sell a unit or proposed unit. Such sale will only be possible after delivering to the purchaser a copy of:-

- a) the sale agreement which shall contain the matters as set out in the 17th Schedule to the UTR;
- b) the existing or proposed by laws in 14th schedule to the UTR;
- c) the existing or proposed management agreement matters set out in the 11th Schedule to the UTR;
- d) the existing or proposed recreational agreement;
- e) the lease of the common property, if the common property on which the unit is located is held under a lease;

- f) a certificate of title in respect of the unit or proposed unit;
- g) any charge or proposed charge which may affect the title of the unit; and
- h) the Unit plan.

In case of a charge or proposed charge he must deliver to the purchaser a written notice indicating:-

- a) the maximum principal amount under the charge;
- b) the maximum monthly payment, if any;
- c) the amortisation period;
- d) the grace period, if any;
- e) the pre-payment terms, if any; and
- f) the interest rate or the formula, if any, for determining the interest rate.

The purchaser of a unit may without incurring any liability for doing so rescind the sale agreement in respect of the purchase of the unit within ten (10) days after the date of its execution. In case the sale agreement has been rescinded the developer must return to the purchaser all money paid to purchase the unit in a period of ten (10) days from the date of receipt of written notice of rescission. However where all the documents stated under 4.6.1 have been delivered to the purchaser in not less than ten (10) days before the execution of the sale agreement the purchaser may not rescind the sale agreement.

4.6.2 Sale by a co-owner

A co-owner or any other person (who has bought a unit(s) from the developer) may sale his unit(s). In order for the sale to be possible he must furnish to the purchaser prior to the completion of the sale;

- (a) copies of the by law;
- (b) the Association's current budget and financial statement;
- (c) a certificate containing a statement of the amount of assessments for common expenses against the unit; and
- (d) the amount of any unpaid common expense currently due and payable with respect to the unit, and of any other fees or charges payable by the co-owner of the unit.

The Association shall provide the documents and certificate required within ten (10) days of request from a co-owner or such other person, subject to reasonable payment for the costs production of documents. A person, who acquires a unit, by whatever means, including the exercise of a mortgage right, is bound to pay all common expenses due in respect of that unit at the time of the acquisition. A purchaser of a unit cannot be liable for any common expenses, assessments or fees in excess of the amounts shown in the sales certificate of the Association prepared in accordance with the UTA.

4.6.3 Leasing of the Unit

The owner of a unit may lease his unit to another person. In such a case the owner shall within seven (7) days after the tenant begins to rent his unit give the Association notice in writing stating the name of the tenant occupying the unit and other particulars as may be required by the by-laws. The Association may also require the owner who rents his unit to pay to and maintain with the Association a deposit which the Association may use for;

- (a) repair or replacement of the property of the Association; and
- (b) maintenance, repair or replacement of any property which is subject to a lease granted to the owner of the unit under the UTA which is damaged, destroyed, lost or removed as the case may be by the person occupying it.

Seven (7) days after the tenant cease to rent the unit, the owner must give the Association notice in writing stating that his unit is no longer rented. In such a case the Association shall within twenty (20) days after receiving a written notice regarding such expiration of the lease, return the deposit to the owner. In case it had applied the deposit to one of the intended purposes stated above, the Association shall provide to the owner a statement of account for such expenditure and the remaining balance. In case it intends to use it for the stated purposes deliver an estimated statement of account indicating the amount it will use and within sixty (60) days provide a statement of account showing the amount used and any remaining balance.

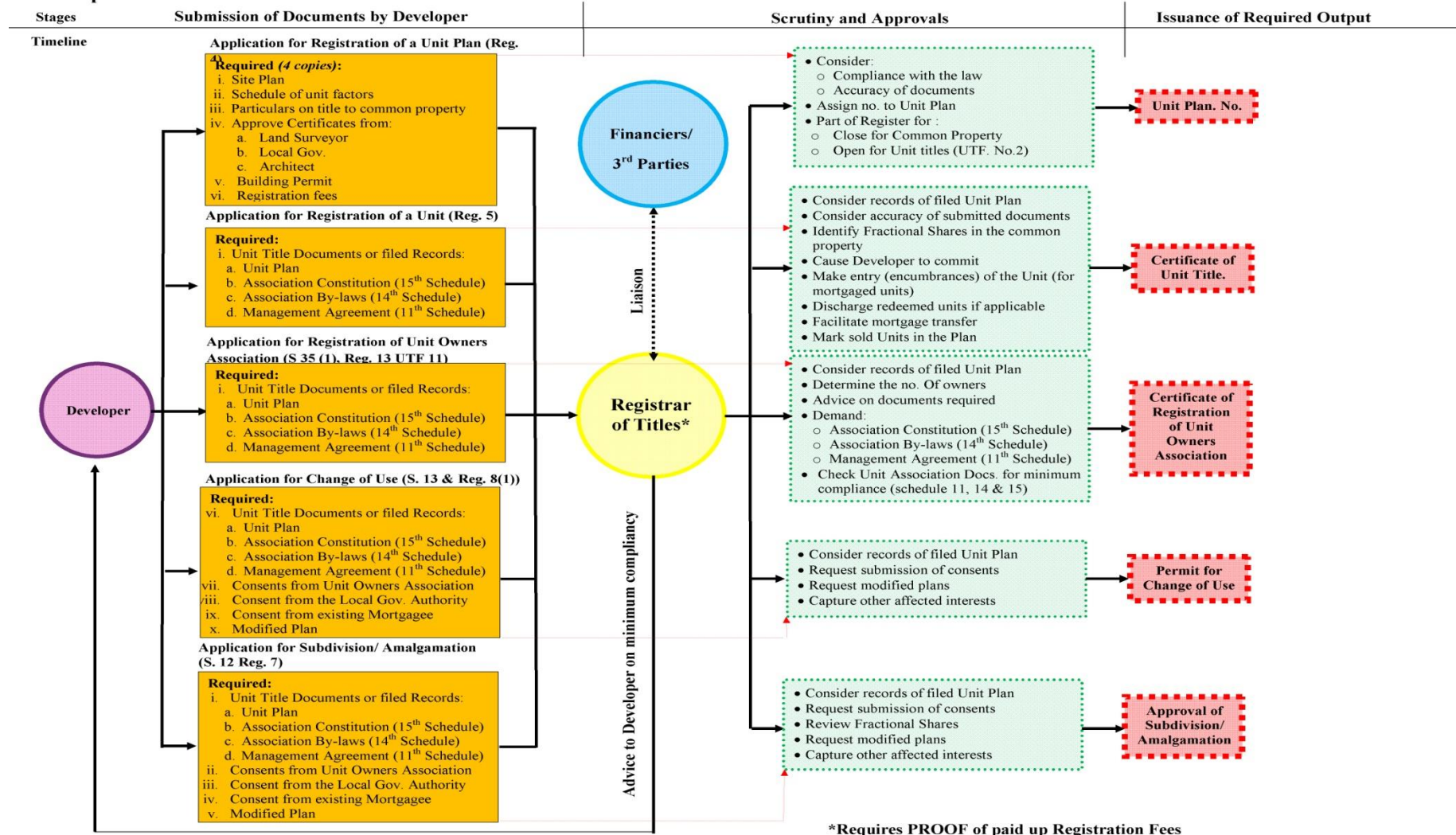
4.6.4 Mortgage of a Unit

The owner of a unit can mortgage his unit in accordance with the provisions of the Land Act, 1999. In order to protect the mortgagee, the Association may enter into agreements with mortgagees holding mortgages on any unit by which the Association agrees:

- (a) to give written notice to the mortgagee of any state of facts or occurrence which actually or potentially affects adversely the physical or financial condition of the property;
 - (b) to give written notice of any delinquency in the payment of common expense by the co-owner of a unit on which the creditor holds a mortgage, or any intention of the Association to enforce its claim to collect common expenses against a unit;
 - (c) not to amend any material provision of the by law without the consent of the mortgagees holding mortgages on the units;
 - (d) not to take specified actions concerning the property without the approval of the mortgagees holding mortgages on the units, including and without limitation:-
 - (i) Conveying or encumbering any of the common areas;
 - (ii) Termination of the co-ownership; or
 - (iii) Pledge or assignment of the future income or receivables of the Association;
 - (e) upon the request of any mortgagee, to provide a copy of the current financial statements of the Association; or
 - (f) such other matters on which the Association and mortgage creditors may agree and which do not contradict the UTA.
- (1) Agreements for the benefit of mortgagees may be included in the by-laws, in which case, they shall constitute contractual obligations of the Association toward any present or future mortgagee holding a mortgage on any unit.
 - (2) Upon acquiring ownership of a unit through enforcement of its rights under a mortgage, a mortgagee shall succeed to all rights and obligations of a co-owner.

4.6.5 Composite Flow Chart

Conceptual Model: REGISTRATION OF UNIT TITLES



PART FIVE: UNIT BUYER (OWNER)

5.0 Buyer's Rights and Obligations

The unit owner including a developer has certain rights and obligations in relation to his unit. Every co-owner is entitled to enjoyment of the private unit, private common property, general common property and appurtenant to unit property. Every co-owner can use his unit and the common areas for his own needs as well as for the needs of his family / household, agents, tenants, invitees, and licensees for access in and out of their respective Units. He may also use it for other purposes incidental to the use of units; without the approval of the Association or any other co-owner, or transfer his unit to any other person by sale, lease, gift, bequest devise, pledge or mortgage or any other manner permitted by law.

- i. He may use his unit and the common areas for his own needs as well as for the needs of his family and household;
- ii. He may transfer his unit to any other person by sale, lease, gift, bequest, devise, pledge or mortgage or any other manner permitted by law;
- iii. He may participate in the management of the Association in accordance with the provisions of the by-laws, and in that regard he may elect or be elected to the Association's Governing Committees;
- iv. He is also entitled to such appurtenant rights / ancillary easements as:-
 - (a) Support, shelter and protection,
 - (b) Passage or provision of water, sewage, drainage, gas, electricity, telecommunication, garbage and air,
 - (c) Any other service over the common property and every structure on it as may be necessary for the reasonable use or enjoyment of the common property or unit.
 - (d) Right to full, free and uninterrupted access,.
 - (e) Use of light through or from any windows, doors or other apertures in place at the time of unit registration.
- v. He can exercise other rights that do not contradict the provision of the UTA.
- vi. He may lease his unit subject to the Association's consent. Before doing so he must give notice to the association within seven (7) days.
- vii. He can mortgage the Unit under the provisions of the Land Act.

In case of a mortgage, the Association may enter into agreement with mortgagee to provide information on various issues regarding any state of facts that affects / likely to adversely affect physical or financial position of the mortgage. The agreement may provide, amongst other things provisions where the Association agrees:-

 - a) To notify the mortgagee of any breach by a co-owner of a unit under mortgage to pay common expenses or intention of the Association to enforce such claim,

- b) Not to amend any material provision in the by-law without the consent of the mortgagees holding mortgages in the units;
- c) To provide current financial statements of the Association on request; and
- d) Not to take specified actions concerning without the approval of the mortgagees holding mortgages on the units including and without limitation:-
 - i. conveying or encumbering any of the common areas, and
 - ii. termination of the co-ownership, or pledge or assignment of the future income or receivables of the Association.
- viii The agreement with the mortgagees may be included in the by-laws in which case they shall constitute contractual obligations of the Association towards any present or future mortgagee holding a mortgage on any unit; and
- ix. Where a co-owner has defaulted the mortgagee as a remedy may acquire right of ownership of the mortgagor's unit as a remedy. In such a case the mortgagee shall succeed to all rights and obligations of a co-owner.

A. Obligations and Liabilities

Each co-owner as a member of the Association is obliged to observe the by-laws and contribute to costs of maintaining and operating the property, including the contingency fund, in proportion to his fractional share. A co-owner who uses common areas for restricted use is required to contribute to the costs resulting from those portions. No co-owner is permitted to, not even in his unit to interfere with the carrying out of work required for the conservation of the property approved by the Association or of urgent work.

(i) Nuisance or annoyance:

- (a) A unit owner must not use the unit, or permit it to be used, in a way that causes a nuisance or substantial annoyance to an owner or occupier or user of another unit unless the Management Committee has given an owner, occupier or user of the unit written permission for that purpose.
- (b) A unit owner is not allowed to make, such a noise within the unit in the circumstances likely to cause substantial annoyance to an owner, occupier or user of another unit unless the Management Committee has given the person responsible for making the noise written permission.

(ii) Animals and birds

- (a) A unit owner may not keep, or permit to keep, any animal or bird within the unit or on the common property unless the Management Committee has given the person keeping the animal written permission.
- (b) A unit owner may not use a unit, or permit it to be used to contravene any written law.

(iii) Fire arms

- (a) A co-owner cannot use, or permit any occupant, agent, tenant, invitee, guest, or member of the co-owner's family to use firearms, air rifles, guns, bows and arrows, illegal fireworks or other dangerous weapons or devices anywhere on or about the property.

(iv) Drive ways

- (a) Drive ways must remain clear at all times to facilitate access among all co-owners. No stopping, standing or parking in the drive ways and general parking at any time.
- (b) The drive ways may not be used for any purpose other than access to the individual garage units or parking lots without the prior written permission of the Association.
- (c) No commercial vehicles, heavy duty trucks or trailers should be parked or stored within the property without prior written approval of the Association.
- (d) Any maintenance should be performed within a garage or residence where such work shall be isolated from public view.

(v) Use of common areas

- (a) The common areas are for the quiet use of co-owners, family members, occupants, guests and invitees. In case of any planned gathering in the common areas, the host co-owner must first receive written permission from the association.
- (b) There may also be quiet time policy in the common areas.
- (c) The Association may impose reasonable user fees for use of the common areas.

(vi) Fire Safety

- (a) Each co-owner is required to abide by the general fire safety Regulations and precautions issued by local authorities.

(vii) Waste Collection and Disposal

- (a) A co-owner or occupier of a unit in a multi-storey subdivided building with chutes for the disposal of waste is required to ensure that before any waste is thrown into the chutes it is securely; wrapped in plastic bags or other similar materials.
- (b) Occupiers are not allowed to dispose off any large objects into the chutes which may obstruct the free fall of waste in the chutes.
- (c) A co-owner or occupier of a unit not provided with any chute for the disposal of waste has to maintain within his unit, or on an authorized part of the common property a garbage bin for the disposal of waste.
- (d) Occupiers may not place any waste in the garbage bin of another co-owner or occupier of any other unit without his permission.
- (e) An occupier must promptly remove any waste which may have spilled from the garbage bin.
- (f) A co-owner or occupier is not allowed to deposit or throw upon the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the co-owner or occupier of another unit or of any person lawfully using the common property.

(viii) Signs and Billboards

- (a) Signs, billboards or other advertising devices that are visible from the exterior of the Unit or from the common property should not be displayed on any Unit without written permission from the Association.
- (b) As for advertising the units, a professionally made unlit sign, or a sign of substantially the same quality and appearance, not larger than one square meter in size, maybe used for the purpose of advertising a unit for sale or letting.

(ix) Physical alterations of units & Boundaries

- (a) A co-owner may make improvements or alterations to his unit which do not damage or impair the common areas or any other unit; or change the appearance of the common areas, or the exterior appearance of a unit such as fencing wall, doors, windows, external wall, swimming pool, sheds or any other portion of the property, without permission of the Association.
- (b) He may also remove, alter or create apertures in any intervening partition if those acts do not impair the structural integrity or mechanical systems of the property or another unit or lessen the support of any portion of the property; and relocate the boundaries between adjoining units, combine two or more units or subdivide an existing unit into two or more portions by amendment to the declaration upon approval of the Association and the co-owners of any affected units.
- (c) Co-owners may apply for relocation of boundaries, combination or subdivision of units at their expense. The fractional shares will be reallocated among the co-owners and the Association will prepare and register the amendments to show the subdivided unit or altered boundaries, units, their dimensions, identifying numbers, and the fractional shares of such units.

(x) Aerials, Antennas, and Broadcasting/ Receiving Devices

- (a) The Association may restrict the location, size, appearance, colour, and screening, of any broadcasting or receiving device.

(xi) Landscaping and site works

- (a) All gardens, lawns and flower beds must be maintained in an aesthetically pleasant manner, safety and spot lighting may only be localized, with approval of the Management Committee.

B. Liability of Co-owners

Where in a unit owned by two or more people as joint tenants or tenants in common; there is an amount that is to be recovered by the Association from the unit owners', the liability is separate and joint for the payment of the amount. Therefore each unit owner shall be liable for part of the amount proportional to the value of the owner's interest in the unit. If any co-owner has paid part of the amount that is more than the owner's proportional liability he may recover the excess from the other owners.

5.1 Buyer's Checklist

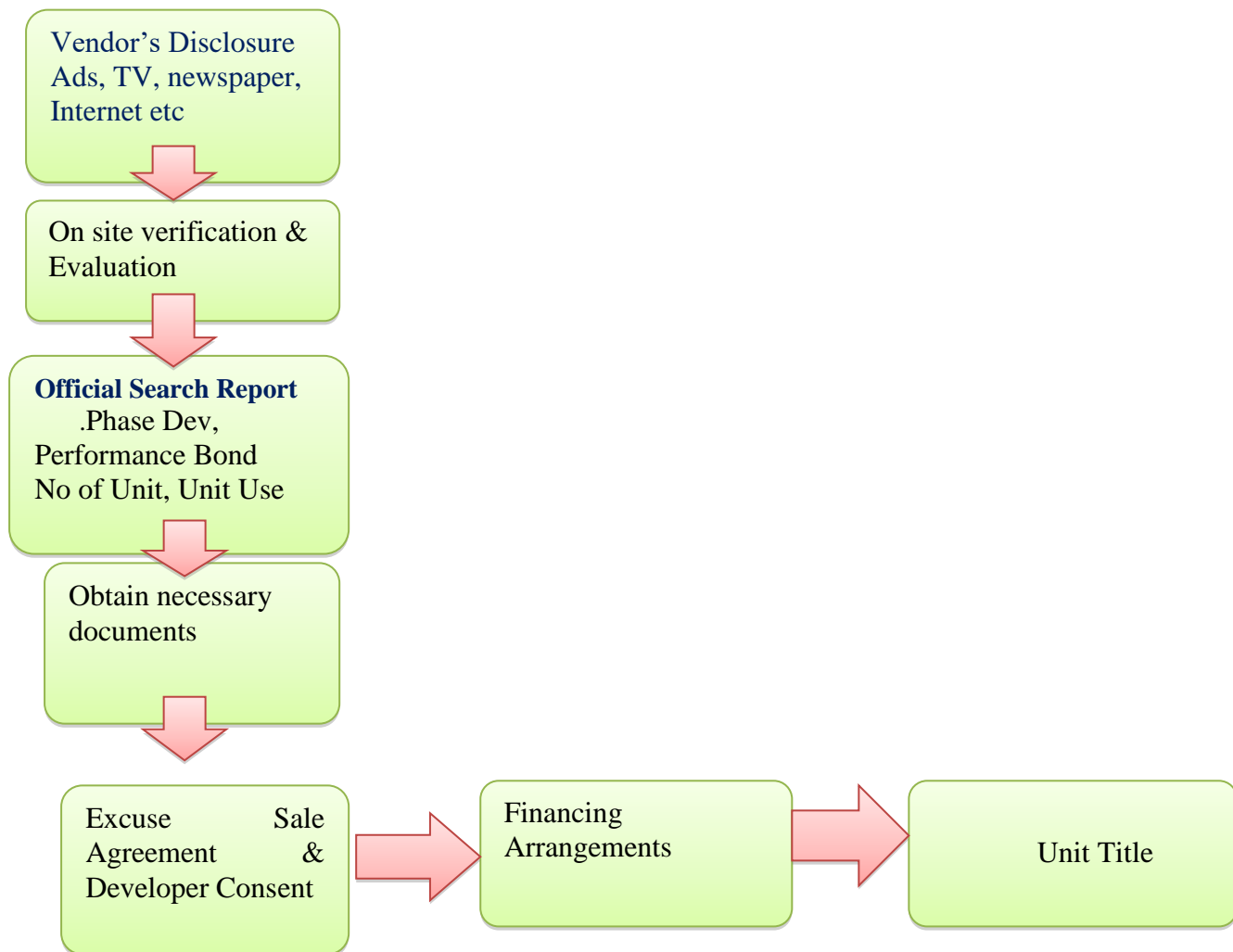
Among the things that the UTA deals with is purchase of units in unit properties. Generally, a prospective buyer of unit would undertake the following tasks that are necessary to enable the buyer to make an informed decision and avoid possible market frauds.

The tasks that the buyer would undertake include:

- (a) Administer vendor's questionnaire;
- (b) Carry out official search in respect of the unit at the relevant land Registries;
- (c) Conduct onsite verification;
- (d) Obtain a valuation report of the unit as approved by the Government Chief Valuer;
- (e) Process financial facility;
- (f) Require the following checklist from the vendor:
 - i. Get draft sale agreement;
 - ii. Obtain certificate of title for the unit;

- iii. Obtain proposed by-laws;
- iv. Obtain proposed recreational agreements;
- v. Get copy of lease agreement of common property (if any);
- vi. Get a copy of the Unit Plan;
- vii. Get a copy any charge/mortgage;
- viii. Rent Clearance Certificate (if any);
- (g) Obtain property tax clearance certificate;
- (h) Obtain a Capital Gains Tax Certificate from the vendor;
- (i) Execute sale agreement;
- (j) Process approval to disposition with the Commissioner for Lands;
- (k) Pay stamp duty and registration fees as prescribed by law; and
- (l) Follow up with the Registrar of Titles to ensure execution of the transfer.

5.2 Flow Chart on Unit Buyer's Tasks



5.3 Sale of Unit by the Unit Owner

Where the unit owner decides to sell his unit he must make available to the buyer the following documents before completion of the sale. (S. 30 (1) of the UTA)

- (a) Copies of the by-laws;
- (b) Association's current budget and financial statement;
- (c) A certificate containing a statement of the amount of assessments for common expenses for the unit;
- (d) Any unpaid common expense due payable for the unit; and
- (e) Any other fee or charges payable by the owner of the unit.

PART SIX: MANAGEMENT OF UNIT TITLE PROPERTY

6.0 Overview

The Unit title property being a unique kind of property model calls for a special management structure. The structure involves formation of an Association that has the power to run the day to day management of the property. The functions and powers of the Association have been further outlined below.

6.1 Owners' Association

The management of unit title property involves the owners' Association and the managing agent. In order to ensure smooth operation of the Association and its management, the association must have constitution, by-laws, and a management agreement.

The developer is required to engineer the formation of the Association. He is also required to convene the first meeting of the Association upon which the management committee will be elected. The initial meeting of the co-owners has to be called by the developer after five (5) of units having been sold. The initial meeting has to be called ninety (90) days after fifty percent (50%) of the units or one hundred and eighty (180) days after first conveyance of title in order to elect a management committee. The developer can also call meetings other than initial meeting to share information or for specific purposes. After the initial meeting, the Association can call AGM and Special Meetings. The notice of meetings should not be later than twenty one (21) days. But where the owners are less than five (5) the developer is supposed to advise them to simply adopt by-laws and register them with the Registrar of Titles.

Once their number reaches five (5) then they have to form an Association and register it accordingly. The developer is also required within six (6) months after the date on which the Unit plan is registered, provide the Association, free of charge, with the following documents:-

- (a) all warranties and guarantees on the property of the Association;
- (b) structural, electrical, mechanical and architectural working drawings and specification;
- (c) as built drawings, if applicable, of the common property of the Association;
- (d) plan showing the location of underground utility services and sewer pipes;
- (e) all agreements to which the Association is a party, with a local authority, planning authority, the Government or an agent of the government which relate to the property of the Association;
- (f) and any other relevant documents.

The Association may however, at any time before it receives any document require the developer to provide the Association with any of the above documents. The developer will then be required to provide the document within a period of twenty one (21) days, if the document is in his possession.

6.1.1 Functions of the Association

The functions of the Association are to:-

- (a) manage the common property;
- (b) to keep the common property in a state of good repair;
- (c) to establish and maintain a fund for administrative expenses sufficient for the control, management and administration of the common property, and for the payment of any insurance premiums, rent and the discharge of any other obligation of the Association;
- (d) to determine from time to time the amounts to be paid for various expenses;
- (e) to raise any amount determined for various expenses by levying contributions on the properties in proportion to unit entitlement of their respective units;
- (f) to insure and keep insured buildings and other improvements on the common property against fire;
- (g) to effect such other insurance as required by the UTA, or as it may consider expedient;

- (h) to pay the premiums in respect of any policies of insurance effected by it;
- (i) to do all things reasonably necessary for the enforcement of any contract of insurance entered into by it;
- (j) to comply with any notice or order duly served on it by any competent local authority, planning authority or public authority requires to, or work to be performed in respect of the land or any building or improvement on it;
- (k) to submit new plans to the Registrar of Titles in case of alterations to the Unit property;
- (l) to do all things reasonably necessary for the enforcement of any lease or license under which the land is held;
- (m) carry out any duties imposed on it by its by-laws. It can also hear complaints from aggrieved members of the Association.

The Association is responsible for enforcement of its by-laws and the control, management and administration of its movable and immovable property and the common property. The functions of the Association are subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the Management Committee.

The duties of Association includes- to keep in a state of good and serviceable repairs and properly maintain, the movable and immovable property of the Association and the common property; and to comply with notices or orders from any local authority, planning authority or public utility authority requiring repairs to, or work to be done in respect of the common property.

The Association can have fund or funds for general administration of the Association. The fund will be used for major repairs and replacements. Annual assessments of levy are to be determined by Annual

budget and must correspond to such budget. All monthly instalments of the annual assessment must be due and payable in advance on the first day of the month. In case of default on payment of assessments levied upon the co-owner's Unit, the Association may impose fines. The Association is required on its own and on behalf of the owners to obtain and maintain an insurance policy covering the units and common properties as provided under section 81 of the UTA.

6.1.2 Representation of the members of the Association

Where a unit is owned by two or more persons as joint tenants or co-owners, the owners may by notice authorize the association in writing to authorize an individual to represent them as their agent. The notice of unit owners' representative authorisation is provided under (Form AF 5) of the UTR. In case a company is a co-owner of the unit, the company's own representative may be authorized as the unit owners' representative. The notice of company's representative authorisation is provided under Form AF 8 of the UTR. The notice of authorization has to be given to the Association within fourteen (14) days after the lodgement for registration of the instrument under which the unit first becomes co-owned; It also include the full name and physical address of the representative; and has to be signed by each owner of the unit.

6.2 Constitution of the Association

Every Association is required to have a Constitution. The Constitution is to regulate the affairs of the association while the by-laws help to regulate the conduct of the members. The model of the Constitution is as stipulated in the 15th schedule to the UTR. See the chart below on the contents of a model constitution.

6.3 Management Agreement

Every association is required to engage a managing agent for the management of the unit property. The association is required to elect a management Committee from among its members as per its Constitution. The Committee has the mandate to engage a managing agent for and on behalf of the

association. In engaging the managing agent the committee must enter into agreement with any nominated agent. The management agreement outlines the rights and duties of the association and the management agent. The agreement between the managing agent and the Association shall be entered into through the prescribed format in the 11th schedule to the UTR. The agent must have qualification from an approved institution on property and facilities management or any other category of person with professional qualifications from as the minister may prescribe. The role of the managing agent is to manage the unit property, manage movable and immovable properties of the Association, and manage the common properties of the Association.

The members of the management committee shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney fees and amount paid in settlement incurred by or imposed upon him or her.

6.4 By-laws

Every association must have by-laws to regulate the conduct of the unit owners. The owners may adopt the model by-laws provided under the UTR or prepare different by-laws which contain a minimum of the matters stated in the model by-laws. Some of the matters that must be contained are the name of the association, date when they were adopted as the official by-laws of the _____ Association and the date of the members' meeting that adopted them.

The location and address of the unit owners' Association, Plot No. _____, Block No. _____ in the area of _____ in _____ city / municipality / district, and the number of units must also be stated. It must provide for membership, voting rights and meetings, operations and administration of the Association and financial matters. It must provide how enjoyment, use and upkeep of private and common property will be regulated including disposition issues and dispute resolution.

GLOSSARY

“Act” means the Unit Titles Act, 2008 – Cap 416 of the Laws of Tanzania, in short the UTA;

“administrator” has the meaning as referred under section 71 of the UTA;

“association By-laws” means the By-laws of the Unit Association, organized to administer, operate, manage, and maintain the Unit Property as made under section 50 of the UTA;

“association” or “association of owners/co-owners” means the Unit Association established under section 35 of the UTA that shall administer, operate, manage, and maintain the Unit Property and which shall have all co-owners as members. As a Body Corporate the association may sue or be sued, it may hold property and has perpetual succession;

“certificate of unit title” means a certificate issued under regulation 6 of the UTR;

“cluster(s)” means group of houses for residential or business purposes closed together;

“committee” means a Management Committee of the association established under section 47 ;

“common area for restricted use” means a common area used by one or several co-owners;

“common property” means any portion(s) of the unit property other than the individual Unit(s), including all general and restricted use common property, as described more fully in the Unit plan, but generally may refer to:

- ✓ Land (for example; gardens, pedestrian walkthroughs, car-parks, etc.)
- ✓ Common areas in the Unit Development (for example; Stairs, hallways, roofs, common passages, foyers, etc.)
- ✓ Exterior walls of Units.
- ✓ Utility service facilities and extensions (for example; Space for wiring, conduits, sewerage pipes, etc.)

“co-owner” means the person, firm, Association, corporation, partnership, trust, or other legal entity or any combination of such entities who or which own a unit in the unit property and the term co-owner, wherever used, is synonymous with the term owner;

“developer” means a person engaged in the business of developing a unit property as provided for in the UTA, and includes its successors and assignees who have signed, delivered, and registered the unit plan and other unit documents; the term includes therefore any person who on the date the application is made to the Registrar of Titles for registration of a unit plan is registered in the register as the owner of the units as shown on the plan;

“fractional share” means a division of common areas into fractions belonging to one or several co-owners, who owns undivided right of ownership in the area equal to the relative size of one’s fractional share;

“general common property” means those common areas that are for the use and enjoyment of all co-owners of the Unit Property, as described more fully in the Unit plan and specified under Section 6(3) of the UTA;

“managing agent” means a person referred to under section 49 of the UTA (and Regulation 11(2) of the UTR) who is engaged by the Association to manage the affairs of the association on a day-to-day basis, organize general meetings of members, prepare accounts, collect contributions and to generally manage the property under a management agreement in the form recommended under the 11th Schedule of the UTR;

“member” means a co-owner who is entitled to ownership of an individual Unit and has therefore the right to become a member of the Association. The term Member, wherever used, is synonymous with the terms owner and co-owner;

“minister” means the Minister responsible for housing matters under the UTA;

“owner” means an owner of a unit registered under units plan in accordance with the UTA;

“phased unit plan” means a unit plan registered in successive phases under section 5 of the UTA;

“property” means unit property as provided for under the UTA, and generally relates to land and all derivative interests therein owned and held as condominium property;

“register of units” means a register kept under regulation 3(1) of the UTR;

“register” means a register referred under section 9(1) of the UTA;

“registrar” means Registrar appointed under section 4 of the LRA;

“regulations” means the regulations made under the UTA;

“restricted common property” means those common areas that are reserved for the exclusive use of a co-owner or any other person so allowed by the Management Committee of a specific unit or units, as described more fully in the Unit plan;

“special resolution” means a resolution of an association passed by a majority of the members of the association;

“transitional control date” means the date on which the Management Committee for the Association takes office pursuant to an election in which the votes that may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer;

“unit documents” means the Unit Plan including all exhibits, the Constitution of the Association, the By-laws of the Association and the rules adopted by the Management Committee of the Association, and any other document that affects the rights and obligations of a co-owner in the unit property;

“unit factor” means the unit entitlement of a unit plan and indicated the share of an owner in the common property, common facilities and other assets of the Association and is the figure which determines the owner’s contribution to the common expenses of the Association and may be determined in accordance with the by-laws of the Association using such variables as the size of the unit, location of the unit and the view which the unit commands. [Refer to 2nd Schedule-Derivation of Unit factor]

“unit plan” means a plan referred to under section 5(2) of the UTA and includes the document, together with the exhibits attached to it and all amendments that may be adopted in the future, by which the unit property is being submitted and registered for unit ownership under the UTA;

“unit property types” means the type of unit property as defined in the UTA which includes high rise structures or in rows or terraces, or in buildings in a cluster form and the like structures and the user

thereof as more particularly described in the Urban Planning Act 2007 use classes or any other applicable law;

“unit property” or “property” means the land described in the Unit plan, as the same may be amended, together with all structures, improvements, easements, rights, and appurtenances located on or belonging to such property;

“unit title” shall have a meaning ascribed to it under section 5(1 of the UTA);

“unit” means a portion of property which is owned by a specific owner or co-owned for exclusive use by owners and is designed and intended for separate ownership and use by an owner or owners, as described in the unit plan;

“UTA” means the Unit Titles Act, Cap 416 of the Laws;

“UTR” means the Unit Titles Regulations made under Section 83 of the UTA.

ANNEXES

ANNEX 1 TASKS FOR THE DEVELOPER

Task	Required
<input checked="" type="checkbox"/> Acquisition of Title	<input checked="" type="checkbox"/> As required under the Land Act, or any other law. <input checked="" type="checkbox"/> Engaging Necessary Intermediary
<input checked="" type="checkbox"/> Acquisition of Architectural Drawings	<input checked="" type="checkbox"/> Engaging of a Registered Architect <input checked="" type="checkbox"/> Engaging Necessary Intermediary
<input checked="" type="checkbox"/> Approval of Land Surveyor - [S.15(1) (a)]	<input checked="" type="checkbox"/> Engaging of a Registered a Land Surveyor <input checked="" type="checkbox"/> UTF# 10A
<input checked="" type="checkbox"/> Getting FINANCIERS	<input checked="" type="checkbox"/> Engaging Real Estate Appraisers <input checked="" type="checkbox"/> Engaging BANKERS <input checked="" type="checkbox"/> Securing a Mortgage <input checked="" type="checkbox"/> Engaging other Intermediaries – e.g. Lawyers, etc.
<input checked="" type="checkbox"/> Approval of Local Government. Authority (LGA) -- [S.15(1) (b)]	<input checked="" type="checkbox"/> Acquisition of Necessary Permits & Approvals <input checked="" type="checkbox"/> Engaging necessary intermediaries (Estate agents, Lawyers, etc.) <input checked="" type="checkbox"/> Pay necessary FEES. <input checked="" type="checkbox"/> UTF# 10B
<input checked="" type="checkbox"/> Certificate of Architect – [S.15(2)]	<input checked="" type="checkbox"/> UTF# 10C
<input checked="" type="checkbox"/> Registration of UNIT PLAN [Ss 8 & 14; Regs. 3 & 4]	<input checked="" type="checkbox"/> Requirements listed under S. 14 <input checked="" type="checkbox"/> Required Approvals <input checked="" type="checkbox"/> Submit Unit Plan in Quadruplicate & indicate Number of Units [S.4(3)] <input checked="" type="checkbox"/> UTF# 3 <input checked="" type="checkbox"/> Site plan S.14 (a)- (e) & (i)- (k) <input checked="" type="checkbox"/> Schedule for unit factors S.14 (1) (f) <input checked="" type="checkbox"/> Statement of particular to identify title to common property S.14 (1) (g) <input checked="" type="checkbox"/> Certificates ref. S. 15:- Cert. Reg. Land Surveyor, Cert from LGA, Cert. Of Registered Architect, Building permit
<input checked="" type="checkbox"/> Application for Registration of UNITS (Reg. 5)	<input checked="" type="checkbox"/> Application - UTF# 4 <input checked="" type="checkbox"/> Receive Certificate of Unit Title – UTF# 5 under Reg. 5(3).
<input checked="" type="checkbox"/> Application for Registration of Association	<input checked="" type="checkbox"/> Constitution <input checked="" type="checkbox"/> By-Laws <input checked="" type="checkbox"/> Management Agreement <input checked="" type="checkbox"/> UTF# 11 under Reg. 13(7)
<input checked="" type="checkbox"/> Indicate whether Development is Turnkey or Phased [S.4(4)]	<input checked="" type="checkbox"/> If phased submit Timetable [S.4(5)]
<input checked="" type="checkbox"/> Engaging Intermediaries, whenever necessary	<input checked="" type="checkbox"/> Estates Agents, <input checked="" type="checkbox"/> Land Surveyors/ Architects <input checked="" type="checkbox"/> Valuers, <input checked="" type="checkbox"/> Lawyers, <input checked="" type="checkbox"/> Real Estate Appraisers
<input checked="" type="checkbox"/> Pre-Completion Sale	<input checked="" type="checkbox"/> Estate Agents <input checked="" type="checkbox"/> Valuers <input checked="" type="checkbox"/> Lawyers (Sale Agreements/Mortgage Facilitation)

ANNEX 2: INTERMEDIARIES/FINANCIERS

Task	Required
<input checked="" type="checkbox"/> Receiving & Evaluating Project Write-Up	<input checked="" type="checkbox"/> As appropriate
<input checked="" type="checkbox"/> Securitization/Hypothecation Process	<input checked="" type="checkbox"/> As appropriate
<input checked="" type="checkbox"/> Mortgage Agreement	<input checked="" type="checkbox"/> Draft Mortgage Agreements
<input checked="" type="checkbox"/> Registration of Mortgage	<input checked="" type="checkbox"/> As per procedure

Documents	
<input checked="" type="checkbox"/> Release of Funds as Agreed	<input checked="" type="checkbox"/> As per practice
<input checked="" type="checkbox"/> Follow-Up Mortgage Repayments	<input checked="" type="checkbox"/> As per practice

ANNEX 3: TASKS FOR THE REGISTRAR

Task	Required
<input checked="" type="checkbox"/> Receive UNIT PLAN (Section 14 & Reg. 9)	<input checked="" type="checkbox"/> RoT to prepare a checklist
<input checked="" type="checkbox"/> Consider Contents of Unit Plan and accompanied docs. per Section 14 & Reg. 9	<input checked="" type="checkbox"/> Site plan S.14 (a)- (e) & (i)- (k) <input checked="" type="checkbox"/> Schedule for unit factors S.14 (1) (f) <input checked="" type="checkbox"/> Statement of particular to identify title to common property S.14 (1) (g) <input checked="" type="checkbox"/> Certificates ref. S. 15 :- Cert. Reg. Land Surveyor., Cert from LGA, Cert. Of Registered Architect, Building permit
<input checked="" type="checkbox"/> Assign a Unit Plan Number – Reg. 3(4)	<input checked="" type="checkbox"/> UTF# 2 - 2 nd Schedule
<input checked="" type="checkbox"/> Close Part of Register for COMMON PROPERTY S.8(1)(a)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Open Part of Register for UNIT TITLES S.8(1) (b)	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Receive application for Registration of a Unit. Reg 5 (3),10(1) & (2)	<input checked="" type="checkbox"/> UTF # 4, 4 th Schedule
<input checked="" type="checkbox"/> Issue Certificates of Unit Titles S.8(1) (b)	<input checked="" type="checkbox"/> UTF #5, 5 th Schedule
<input checked="" type="checkbox"/> Keep the CT of the Right of Occupancy/Master Title	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Receive Application for Registration of Unit Association S. 35 (5) Reg 13	<input checked="" type="checkbox"/> Application UTF # 11- <input checked="" type="checkbox"/> The Constitution of the Association 15 th schedule <input checked="" type="checkbox"/> Association By-Laws 14 th schedule <input checked="" type="checkbox"/> Management Agreement 11 th schedule <input checked="" type="checkbox"/> Application fees 20 th schedule (item 1a)
<input checked="" type="checkbox"/> Issue Certificate of Registration of Unit Association	<input checked="" type="checkbox"/> UTF #12 <input checked="" type="checkbox"/>
<input checked="" type="checkbox"/> Receive application for Change of use S. 13 & Reg.8 (1)	<input checked="" type="checkbox"/> Application UTF # 8, 8 th schedule <input checked="" type="checkbox"/> Consent Certified from Association. UTF # 9A 9 th schedule <input checked="" type="checkbox"/> Consent Cert. From LGA. UTF # 9B 9 th schedule <input checked="" type="checkbox"/> Modified plan
<input checked="" type="checkbox"/> Application for subdivision/ Amalgamation S. 12 Reg. 7	<input checked="" type="checkbox"/> Application UTF # 6, 6 th schedule <input checked="" type="checkbox"/> Consent Certified from LGA UTF#7 <input checked="" type="checkbox"/> Modified Plan <input checked="" type="checkbox"/> fees
<input checked="" type="checkbox"/> Termination of a Unit status S.75, & S.76 Reg.17	<input checked="" type="checkbox"/> 19 th schedule
<input checked="" type="checkbox"/> Disposition –S.28 (1) <input checked="" type="checkbox"/> Land Act, No 4 1999. S.36-40	<input checked="" type="checkbox"/> Requirement under the Land Registration Act, and the Land Act will apply (check list to be prepared)

ANNEX 4: FEE STRUCTURE

NO.	TYPE OF FEE	AMOUNT IN TSHs
1. a	Upon submission of a unit plan, a unit plan of sub-division or a unit plan of amalgamation from 5 to 20 units	150,000/ =

B	Upon submission of a unit plan, a unit plan of sub-division or a unit plan of amalgamation over 20 units	250,000/=
C	Where the unit plan is in phases (phased unit plan), for each extra phase	75,000/=
2	On application for issue of a certificate of title in respect of a unit	30,000/=
3. a	On lodgement for registration of – Discharge of mortgage, caveat or withdrawal of caveat of/on unit title.	10,000/=
B	A transfer 0.25% of whichever is greater between consideration and value	
C	A lease 50% of the payable monthly rent	
D	A mortgage	15,000/=
E	Any transaction referred to in paragraphs (a) to (d) when not in the prescribed form	15,000/=
F	Any transaction referred to under subparagraphs (a, b, c, d) of paragraph where the instrument is lodged in triplicate or quadruplicate, an additional fee of ,000/=	
5. a	On lodgment for entry of a copy of a decree of execution or order of court -	10,000/=
B	For removal of a decree of execution or order of court-	10,000/=
6	On lodgement of any instrument or other document whose purpose is to deal with or more than one certificate of title, for each memorial or entry after the first one	10,000/=
8. a	On lodgement of rules for management of an association	10,000/=
B	On lodgement of an instrument of amendment or revocation of rules	5,000/=
9	On application for registration of an easement or restrictive covenant	10,000/=
10	Upon filing a notice of termination of Unit status	50,000/=
11	For an application for of change of address	10,000/=
12	For registration of a legal personal representative	5,000/=
13	For certificate of documents, per page	5,000/=
14	For a lost certificate of title	15,000/=
15	Any other matter not otherwise prescribed in this schedule.	10,000/=

FIRST SCHEDULE

(Made under Regulation 3(3))

UTF No. 1

REGISTER OF UNIT

No. of Units.....

UNIT PLAN No.....

Part A – Property Section										
Edition										
Date Opened						Particulars of unit property				
Title Number										
Plot Number			Block Number			Location				
Appropriate areas in square metres										
Registry index map sheet						Owner/Developer.....				
						Postal address				
						Rent.....Term.....From.....				
The estate of the registered owner/developer is subject to the covenants and conditions contained in the certificate of occupancy										
Part B – Proprietorship Section						Part E – Encumbrance Section				
FD No.	Date of registration	Name of the registered owner	Address of the registered owner	Consideration/ Declared value	Signature of the Registrar	FD No.	Date of registration	Nature of Encumbrance	Further particulars	Signature of the registrar

Part C – Change of members of committee and change of managing agent				Part D – Change of By-laws								
Serial No.	FD No.	Date of registration	Initials of the registrar	Serial No.	FD No.	Date of registration	Signature of registrar					

SECOND SCHEDULE

(Made under Regulation 3(4))

NUMBERING OF THE UNIT PLAN

A plan presented for registration as unit plan shall be numbered in the following manner:-

Plan No..... of Plot NoBlock Location..... Title of the plot is identified as required by the section 35 of the Land Registration Act.

A plan presented as a unit plan of subdivision shall be numbered in the following manner: -

Unit subdivision plan No.....of Plot No..... Block/G/6/5, (where 5 is the number of the unit in the building situated on Plot number 6 in Mbezi Block G).

A plan presented for registration as a unit plan of consolidation shall be numbered in the following manner :-

Unit consolidation Plan No.....of Plot No.....Block G/6/3 and 4.

Similar numbering shall apply to unit Plans relating to Plots in other Blocks or registration sections.

UTF No. 3

THIRD SCHEDULE

(Made under Regulation 4(1))

APPLICATION FOR REGISTRATION OF A UNIT PLAN

(To be submitted in duplicate) Title No.....

To: the Registrar of Titles

I/We.....of

Postal Address.....

Email.....Phone No.....

We here by apply for the registration of the unit under the above reference;

Nationality

Present occupation/ type of business engaged in

Number of units

Description of Property: Plot No.....BlockLocation.....Title No.....

Approximately value of existing or planned building

Registered Proprietor

Tenure: Right of Occupancy/Lease

Signature of the applicant(s) or agent(s)

*Attach four copies of unit plan

*Application to conform to requirements of Regulation 9.

Addition to UTF No 3 (subject to Registrar's Approval)
 Made Under Regulation 5(2)

REGISTER OF UNIT TITLES

Edition opened						Part A – property Section				
Registration section						Nature of the title				
Unit number.....and shares in the common property therein						Right of occupancy				
Approximate unit Floor areasM ²										
Original/previous parcel										
Unit plan number										
Part B- proprietorship section						Part C – Encumbrance Section				
Entry No.	Date	Name of the owner of registered unit	Address of the registered owner	Remarks	Signature of Registrar	Entry No.	Date	Nature of Encumbrance	Further particulars	Signature of Registrar

UTF No.4

FOURTH SCHEDULE

(Made under Regulation 5(3))

APPLICATION FOR REGISTRATION OF A UNIT

(To be submitted in duplicate) Title No.....

To: the Registrar of Titles

I/we.....of
Postal address

Email.....Phone No.....

Hereby apply for the registration of the Unit under the above reference;

Nationality.....

Unit number.....and (Number of shares in common area)

Description of Property: Plot No.....BlockLocation.....Title No.....

Approximate value of existing or planned building

Registered Proprietor

Tenure: Right of Occupancy/Lease

Signature of the applicant(s) or agent(s)

*Attach two copies of a unit plan

* Application to conform to requirements of Regulation 9.

FIFTH SCHEDULE

(Made under Regulation 6(2))

UTF No. 5

CERTIFICATE OF UNIT TITLE (RIGHT OF OCCUPANCY)

THIS IS TO CERTIFY THAT
.....
..... (Name and address(s))

is (are) now registered as the unit owner (s) of the title interest referred to, subject to agreements and other matters contained in the registered title, and to such encumbrances, covenants and conditions hereinafter set out and as may for the time being subsist and affect the land comprised in the right of Occupancy, Plot No.Block.....location.....Title No.....

Unit Title Number.....

Unit Number.....and.....number of shares in the common property herein

Approximate Floor Area.....m2

Unit Plan Number.....owner.....term.....years.....from.....

Dated this.....day of.....20.....

.....
Registrar of Titles

SIXTH SCHEDULE
Made under Regulation 7(1)
UTF No. 6

APPLICATION FOR REGISTRATION OF SUBDIVISION/AMALGAMATION

Unit Title No.....

I/We.....of Postal
Address.....E-mail.....Telephone.....

Hereby apply for the amalgamation/subdivision of the units registered under the above reference,
dated this.....day of20.....

..... Signature of Applicant(s)

SEVENTH SCHEDULE

(Made under Regulation 7(2))

UTF No. 7

CERTIFICATE OF CONSENT OF LOCAL GOVERNMENT AUTHORITY FOR SUBDIVISION/AMALGAMATION

Unit Title No.....

To: Registrar of Titles

This is to certify that, the proposed subdivision/amalgamation of the structure submitted by

..... (insert name of registered proprietor) as shown on the Unit Plan in respect

of the building(s) situated on Plot No.....Block.....Location.....Title

No.....has been approved by.....(insert name of local authority) in accordance with the Unit Titles Act, 2008.

City/Municipal/District/Township Director

Date:.....

EIGHTH SCHEDULE

(Made under Regulation 8(1))

UTF No. 8

UNIT TITLES ACT 2008

APPLICATION FOR CHANGE OF THE USE OF UNIT

Unit Title No.....

To: The Registrar of Titles

I/We..... of Postal
address..... E-mail..... Telephone.....

HEREBY apply for registration for change of use of the units registered under the above,
reference, dated this Day of20

.....

Applicant's

Signature

NINETH SCHEDULE

(Made under Regulation 8(2))

UTF No. 9A

CERTIFICATE OF CONSENT OF CHANGE OF USE FROM ASSOCIATION

To: The Registrar of Titles

This is to certify that, the proposed change of use of the structure submitted by (*insert name of registered proprietor*) as shown on the Unit plan in respect of the building situated at Plot No..... Block..... Unit Title No.....Location has been approved by..... (*on behalf of the association*) in accordance with the Unit Title Act, 2008.

Sealed with the common seal of the
(Name of the association) in the presence of us
thisday of 20.....

.....
Committee Member

.....
Chairman of the committee

CERTIFICATE OF CONSENT OF CHANGE OF USE FROM LOCAL GOVERNMENT AUTHORITY

UTF No.9B

To: The registrar of Titles

This is to certify that, the proposed Change of Use of the structure submitted by(insert name of registered proprietor) as shown on the Unit Plan in respect of the building(s) situated on Plot No.....Block.....Location.....Unit Title No.....has been approved by.....(name of the Local Authority) in accordance with the Unit Titles Act, 2008.

.....
City/Municipal/District/Township Director

TENTH SCHEDULE

(Made under Regulation 10(2))

UTF No. 10A

A. CERTIFICATE OF REGISTERED LAND SURVEYOR

Title No.....

I certify that:-

All the works performed in the field and in the office by my assistant,..... (Name of the assistant) has been carried out under my personal direction, and I take full responsibility for all the work as performed.

OR

I, in person, made, and on the.....day of.....completed the survey represented by this plan, on which are written the bearings and lengths of the lines surveyed by me, and that the survey has been executed in accordance with the existing Regulations and with the approved Town Planning Scheme.

The survey was performed between the dates of.....and..... and that this plan is true and correct, and is prepared in accordance with provisions of the Unit Titles Act, 2008.

The building(s) situated on the plot(s) that is (are) the subject of this plan is (are) wholly within the external boundaries of the plot (in case of encroachment, this statement will be varied accordingly); and

The units shown on this plan are the same as those existing at the time of the survey.

Practicing Certificate Number.....

Signature of Registered Surveyor

UTF No. 10B
THE UNIT TITLES ACT, 2008

B. CERTIFICATE FROM A LOCAL GOVERNMENT AUTHORITY

To: The Registrar of Titles

This is to certify that the proposed division of the structure submitted by (Insert name of registered proprietor) as shown on the Unit plan in respect of the building situated at Plot.....Block.....Title No.....has been approved by..... (Insert name of local authority) in accordance with the Unit Title Act, 2008.

.....
City/Municipal Director

Date:.....

UTF NO. 10C

C. CERTIFICATE OF REGISTERED ARCHITECT

To: The Registrar of Titles

This is to certify that the unit plan in the respect of the building situated at Plot No..... Block.....Location.....Unit Title No.....as per attached sheet No. 1 to was prepared and supervised by a Registered Architect.

Dated this..... Day of20.....

.....
Registered Architect

.....
Signature

Practicing Certificate Number

UTF NO 11

TWELVETH SCHEDULE

(Made under Regulation 13(7))

THE UNITED REPUBLIC OF TANZANIA
THE UNIT TITLES ACT, 2008
(NO. 16 OF 2008)

APPLICATION FOR REGISTRATION OF AN ASSOCIATION

UNIT TITLE NO.

UNIT PLAN NO.

To: The Registrar of Titles

I/WE..... ASSOCIATION of P.O. Box..... HEREBY apply to be registered as an Association in accordance with Section 35 of the Unit Titles Act and Regulation 13(7) of the said Act.

Name.....

Signature

Qualification

THIRTEENTH SCHEDULE

(Made under Regulation 13(8))

UTF NO 12
THE UNITED REPUBLIC OF TANZANIA
THE UNIT TITLES ACT, 2008
(NO. 16 OF 2008)

CERTIFICATE OF REGISTRATION OF AN ASSOCIATION

UNIT TITLE NO.
UNIT PLAN NO.
ASSOCIATION NO.

I HEREBY certify that ASSOCIATION is this day registered as an association in accordance with Section 35 of the Unit Titles Act

Given under my hand and seal at.....this.....day of.....two thousand and.....

Registrar of Titles