



THE ZANZIBAR CONDOMINIUM ACT, 2010

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ACT NO. 10 OF 2010

I ASSENT


{ AMANI ABEID KARUME }
PRESIDENT OF ZANZIBAR

AND
CHAIRMAN OF THE REVOLUTIONARY COUNCIL

24th Sept, 2010

AN ACT TO PROVIDE FOR THE ZANZIBAR CONDOMINIUM
ACT AND OTHER MATTERS RELATED THERETO

ENACTED by the House of Representatives of Zanzibar

PART ONE
PRELIMINARY PROVISIONS

- Short title and commencement. 1. This Act may be cited as the Zanzibar Condominium Act, 2010 and shall come into operation immediately after being assented to by the President.
- Application. 2. This Act shall apply in Zanzibar to property that is expressly made subject to the provisions of this Act in the manner hereinafter provided.
- Interpretations. 3. In this Act unless the context otherwise requires:-
- "Board" means the Board established under section 27 of this Act;
- "Building" means a multi-unit building or buildings comprising part of the property under this Act;
- "Corporation" means a body corporate constituted in the manner provided for in section 18 of this Act;



“Common property” means that part of the condominium property which does not belong to any specific unit and which is used in common by the owners of the units and includes, without prejudice to the general effect of the foregoing, the land on which the property is situated, support structures, infrastructure and services;

“Condominium” means a system of separate ownership of individual units in a multiple-unit buildings, it may be vertical or horizontal buildings, the individual units of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those units;

“Court” means the High Court of Zanzibar;

“Developer” means a person who, whether alone or in conjunction with another person or body corporate that develops, sells or offer for sale to the public, units or proposed units;

“Disposition” includes sale, mortgage, transfer, grant, gift, inheritance, partition exchange, lease, assignment, 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, include the fractional share appurtenant to the unit, as well as the right to use the appurtenant restricted common areas, where applicable;

“Easement” means a right attach to a parcel of land which allows the proprietor of the parcel either to use the land of another in a particular manner or to restrict its use to a particular extent, but does not include a profit;

“Land” means a land as defined under the Land Tenure Act No. 12 of 1992;

”Minister” means the Minister responsible for housing;

“Owner” means a person who is registered as the owner of:

- (a) a title to a unit; or
- (b) the leasehold estate in a unit where the parcel on which the unit is located is held under a lease;



“Parcel” means an area of land separately delineated on the registry map and given a number;

“President” means the President of Zanzibar and Chairman of Revolutionary Council;

“Prescribed form” means the form prescribed in accordance with regulations made under this Act;

“Proprietor” means:

(a) in relation to land or lease, the person or body of persons named in the register as the landowner thereof; and

(b) in relation to any unit, the person or body of persons who is registered as owner of an estate in the unit;

“Registrar” means the Registrar of Condominium appointed under section 5 (1) of this Act;

“Unanimous resolution” means a resolution supported by majority of owners of units;

“Unit” means a space that is situated within a building and described in a condominium plan by reference to floors, walls and ceilings within the building;

“Unit owner” means any person who owns a unit according this Act.

PART TWO REGISTRATION OF CONDOMINIUM PROPERTIES

Condominium plan. 4.(1) All application of Condominium registration shall be accompanied by a condominium plan and that plan shall:

(a) state the full reference and description of a parcel;



- (b) delineate the boundaries of the parcel and the location of the building in relation thereto;
- (c) include such elevations, sections, plans, diagrams and other information as shall be sufficient to:
 - (i) illustrate the condominium and distinguish each condominium by a number; and
 - (ii) define the boundaries of each condominium in the building by reference to floors, walls and ceiling; and
 - (iii) specify the approximate floor area of each condominium;
- (d) have endorsed upon a schedule setting out the unit entitlement of each condominium indicating as a whole number the proportion of the common property allocated to the condominium;
- (e) have endorsed upon it the address at which documents may be served upon the condominium; and
- (f) contain such other particulars and be accompanied by such certificates and other documents as may be prescribed by regulations made under this Act.

(2) The developer in depositing a plan with the Registrar under subsection (1) of this section may indicate whether the plan will be developed at once or in successive phases.

(3) Where a plan is to be developed in phases, it shall be known as a phased condominium plan.

(4) Where the developer deposits a phased condominium plan in accordance with subsections (1) and (3) of this section the developer shall indicate a schedule for the development of the various phases.

(5) The common boundary between any two condominiums or between a condominium and common property shall, unless otherwise specified in the relevant condominium plan, be the centre line of the floor,



wall or ceiling between such condominiums or between such condominium and the common property, as the case may be.

(6) The unit entitlement of each condominium shall, as respect the proprietor of such condominium, determine:

- (a) the quantum of his share in the relevant condominium; and
- (b) the proportion payable by him or contributions levied pursuant to relevant laws related to taxation.

Appointment
of
Registrar.

5.(1) The Minister shall appoint a Registrar of Condominium Board who has a condominium knowledge and shall be a chief executive officer who shall vacate office in accordance with the terms of his appointment.

(2) The Registrar shall be responsible and answerable to the Board.

Registration.

6.(1) All Condominium registration shall be made to the Registrar and no registration shall be made under this Act unless:

- (a) show the share values in whole numbers of each condominium and a number equal to the aggregate share value entitlement of all the condominium comprised in the parcel; and
- (b) contain such other particulars as may be prescribed in the Regulations made under this Act.

(2) The condominium plan shall be deemed to be registered under the provisions of this Act on the date that the condominium application is registered by the Registrar under subsection (1) of this section and the condominium title plan has been assigned a condominium title plan serial number as notified in the land-register.

(3) For the purposes of subsection (2) of this section, where permission for the erection of the buildings comprising the condominiums has been granted, the share values shown on the condominium title application shall be those shown in the schedule of condominiums filed with and accepted by the Registrar according to this section.



(4) No share value shall be allotted to an accessory condominium.

Condominium Registers. 7. The registers opened by the Registrar in accordance with section 4 of this Act in respect of each condominium in a parcel shall record:

- (a) all the particulars recorded in the property section of the register relating to the parcel in question and including the condominium entitlement in question;
- (b) the name of proprietor of the parcel as the owner of the condominium; and
- (c) the encumbrances noted in the encumbrances section of the register relating to the parcel.

Refusal to register. 8.(1) If the Registrar is satisfied that any of such particulars or encumbrances do not apply to the condominium, he shall omit them from the register relating to the condominium and record the reasons for his decision.

(2) A condominium is deemed:

- (a) for the purposes of unit or joint to be a parcel; and
- (b) for all purposes of this Act to be land.

(3) Any person who is aggrieved by the decision of the Registrar may appeal to the Board.

Planning consent. 9.(1) A proprietor of a unit may, in accordance with this Act, and with the approval of Housing Department, subdivide or consolidate his or her unit by registering with the Registrar a condominium plan relating to the unit intended to be subdivided or consolidated.

(2) Except as provided in this section, the provisions of this Act relating to condominium plans shall apply with all necessary modifications to a sub-division or consolidation of units.

(3) A unit comprised in a condominium plan of sub-division or consolidation shall, upon the registration of a condominium plan of sub-division or consolidation, be subject to the burden and have the benefit of any easement that affect units in the original condominium plan.



(4) There shall be indicated in the schedule accompanying a condominium plan of sub-division or consolidation, the apportionment among the units and the unit factor for the unit or units in the original condominium plan.

(5) The Registrar shall, before accepting to register a proposed condominium plan of subdivision or consolidation, amend the original condominium plan in accordance with regulations made under this Act.

(6) Upon registration of a condominium plan of subdivision or consolidation, the land comprised in it shall not be dealt with by reference to units in the original condominium plan.

Restriction
on
registering
condominium
plan.

10. The Registrar shall not register a plan as a condominium plan unless:

- (a) that plan, in its heading, is described as a condominium plan;
- (b) in respect of a building or structure constructed before the commencement of this Act, or for which a building permit was issued prior to the commencement of this Act, the Registrar shall refuse to issue a certificate if the building or structure does not conform with this Act; and
- (c) in respect of a building or structure for which a building permit was issued on or after the commencement of this Act, issue the certificate if it is satisfied that the building or structure conforms with any existing law.

Boundaries
of units.

11.(1) Unless otherwise provided in the condominium plan:

- (a) a boundary of a unit is described by reference to a floor, wall or ceiling; or
- (b) where a wall located within a unit is load bearing wall, the only portion of that floor, wall or ceiling as the case may be, that forms part of the unit, the boundary shall be the finishing material that is in the interior of that unit, including any lat and plaster, paneling gypsum board panels, flooring material or covering or any other material that is attached, laid, glued or applied to the floor, wall or ceiling, as the case may be.



(2) Notwithstanding subsection (1) of this section, all doors and windows of a unit are part of the unit unless otherwise provided in the condominium plan.

Conversion
premises to
unit.

12. If a building contains premises that are:

- (a) rented to a tenant who is not party to a sale agreement; and
- (b) not included in a condominium plan;

the owner of those premises or a person acting on his behalf shall not sell the premises until the condominium plan which includes the premises is registered in accordance with this Act.

Incidental
right of
owners of
the
common
properties.

13.(1) A common property and each unit comprised in a registered condominium plan shall have as appurtenant to it, such rights of:

- (a) support, shelter and protection;
- (b) passage of provision of water, sewerage, drainage, gas, electricity, garbage and air;
- (c) passage or provision of telephone, radio and television services; and
- (d) any other service of whatever nature,

over the parcel and every structure on it as may from time to time be necessary for the reasonable use or enjoyment of the common property or unit.

(2) A common property and each unit comprise in a condominium plan shall have as appurtenant to it a right to full, free and uninterrupted access and use a light through or from any windows, doors or other apertures existing at the date of the registration of the condominium plan.

(3) The rights created by this section shall carry with them all ancillary rights necessary to make them effective as if they were easements.



(4) Nothing in this section shall affect any parcel other than the parcel to which the condominium plan relates.

Easement
of
support.

14. In respect of each condominium there shall be implied:

- (a) in favor of the subsidiary proprietor of the condominium, and as appurtenant thereto, an easement for the subjacent and lateral support thereof by the common property and by every condominium capable of affording support; and
- (b) as against the subsidiary proprietor of the condominium, and to which the condominium shall be subject, an easement for the subjacent and lateral support of the common property and to every other lot capable of enjoying support.

Ancillary
rights and
obligations.

15. Easements or restrictions to all ancillary rights and obligations as to use implied or created by this Act or by the regulations take effect and are enforceable without any memorial notification on the parts of the Register constituting titles to the dominant or servant tenements.

PART THREE RIGHTS AND DUTIES

Rights of
unit owner.

16.(1) Subject to the provisions of this Act, each unit-owner has the right:

- (a) to use his unit and the common areas for his own needs as well as for the needs of his family and household;
- (b) without the approval of the Board or any other unit-owner, to transfer his unit to any other person by sale, lease, gift, bequest, devise, pledge or mortgage or any other manner permitted by this Act and other laws;
- (c) to have and exercise other rights that do not contradict this Act as provided by other laws of Zanzibar.

(2) Each unit-owner is obliged:

- (a) to observe all laws and Regulations pertaining to the property;



- (b) to observe any other laws and Regulations of Zanzibar; and
 - (c) to contribute to costs of maintaining and operating the property, including the contingency fund, in proportion to his fractional share.
- (3) Only the unit-owner who use common areas for restricted use contribute to the costs resulting from those portions.
- (4) No unit-owner may interfere with the carrying out, even inside his unit, of work required for the conservation of the property approved by the Board, or of urgent work.

Duties of
a unit
owner.

17. A unit-owner shall:

- (a) permit the condominium corporation and its agents, at all reasonable times on notice, except in case of emergency, to enter his unit for the purpose of inspecting, maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the unit and capable of being used in connection with the enjoyment of any other unit or common property;
- (b) carry out all works that may be ordered by any competent public authority in respect of his unit and for the benefit of the building in general;
- (c) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his unit;
- (d) repair and maintain his or her unit and keep the same in a state of good repair, reasonable wear and tear;
- (e) use and enjoy the common property in such a manner as not unreasonably to interfere with the use and enjoyment thereof by other unit owners or their families, visitors or employees;
- (f) not use his or her unit or permit the same to be used in such manner or for such purpose as shall cause a nuisance or hazard to any occupier of a unit;



Condominium corporation.

18.(1) Where a company has been incorporated under the Companies Decree Chapter 153 of the Laws of Zanzibar or established under any other law as a body corporate to operate a property such a body corporate is hereinafter called a "condominium corporation.

(2) A condominium corporation constituted under this Act shall have powers and duties as provided under this Act and other applicable laws of Zanzibar.

Duties of the condominium corporation.

19. The duties of the condominium corporation shall include the following:

- (a) to operate the property for the benefit of all unit owners and to be responsible for the enforcement of the Regulations made under this Act;
- (b) to keep the common property in a state of good and serviceable repair;
- (c) to insure and keep insured the building to the replacement value thereof against fire, hurricane, earthquake and sea wave unless the unit owners by unanimous resolution otherwise decide;
- (d) to insure against such other risks as the unit owners may by special resolution determine;
- (e) to comply with notices or orders issued by any competent public authority requiring repairs to or work to be done in respect of the property of the building;
- (f) to carry out the directions of the unit owners expressed by unanimous resolution or otherwise as may be prescribed by this Act or Regulations made under this Act;
- (g) to carry out any other duties that may be prescribed by this Act or Regulations made under this Act.

Destruction or damage to the building.

20. Where a building is destroyed or damaged a unit owner, co-owner or corporation shall issue a notice to the Registrar in the manner prescribed in the Regulations made under this Act.



PART FOUR LEASE AND DISPOSITION

Disposition. **21.** Subject to the provisions of this Act and Regulations made hereunder, each unit of the property constitutes a distinct object of real property and may be the subject of disposition by the owner in whole or in part.

Sale of
Units by
Proprietor
or
developer. **22.** (1) A proprietor or developer shall not sell or agree to sell a unit or proposed unit unless he or she has delivered to the purchaser a copy of:

- (a) the sale agreement whose content shall contain the matters prescribed in the regulation;
- (b) the proposed rules;
- (c) the proposed management agreement;
- (d) the proposed sale agreement;
- (e) the copy of the lease of the parcel, if the parcel 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;
- (h) the condominium plan.

(2) A Proprietor or developer shall deliver to the purchaser in respect of a charge or proposed charge, a written notice indicating:

- (a) the maximum principal amount under the charge;
- (b) the maximum monthly payment, if any;
- (c) the amortization period;
- (d) the grace period if any; and
- (e) the pre-payment terms, if any.



(3) Subject to subsection (4) of this section, a purchaser of a unit from a proprietor or developer may, without carrying any liability for doing so, rescind the sale agreement within ten working days after the date of its execution.

(4) A purchaser may not rescind the sale agreement under subsection (3) of this section if all the documents required to be delivered to the purchaser under subsection (1) of this section have been delivered to the purchaser not less than ten days before the execution of the sale agreement by the parties to it.

(5) If a sale agreement is rescinded under subsection (3) of this section the proprietor or developer shall, within ten working days from receipt of written notice of the rescission, return to the purchaser all the money paid in respect of the purchase of the unit.

Sale. 23.(1) A co-owner or any other person who is not a proprietor or developer prior to completion of the sale of his unit, shall:-

- (a) furnish to a purchaser copies of the declaration of his financial statement;
- (b) provide a certificate containing a statement of the amount of assessments for common expenses against the unit;
- (c) provide the amount of any unpaid common expenses currently due and payable with respect to the unit;
- (d) provide any other fees or charges payable by the co-owner of the unit.

(2) A person who acquires a unit, by whatever means, bound to pay all common expenses due in respect of that unit at the time of the acquisition. A purchaser of a unit shall not be liable for any common expenses, assessments or fees in excess of the amounts shown in the sales certificate.

Lease. 24.(1) The unit-owner shall have a right to lease his unit in accordance to this Act and other laws regulating leases.

(2) The owner of a unit shall, within fourteen days after a tenant rents his or her unit, give the Board notice in writing stating the name of the tenant occupying his or her unit and such other particulars as provided in the rules.



(3) The owner of a unit shall, within fourteen days after a tenant ceases to rent his or her unit, give the Board notice in writing stating that his or her unit is no longer being rented.

Inheritance. 25. The inheritance rights of co-owners shall be subject to the prevailing laws of succession.

Mortgage. 26. The unit owner shall have a right to mortgage in accordance to prevailing law relating to mortgage.

PART FIVE ESTABLISHMENT OF CONDOMINIUM BOARD

Establishment of the Board. 27.(1) There is hereby established a Board to be known as the Condominium Board.

(2) The Board shall:

- (a) be a body corporate with perpetual succession and common seal;
- (b) in its corporate name be capable of suing and being sued;
- (c) for and in connection with the purpose of this Act be capable of acquiring, holding and disposing of movable and immovable property in its corporate name;
- (d) do and suffer all acts and things that bodies corporate may by law do and suffer that are necessary for, incidental to, the performance of its functions.

(3) The seal of the Board shall not be affixed to any instrument except in the presence of the Chairperson in his absence the Vice-Chairperson or Secretary of the Board.

Composition of the Board and tenure of the Members. 28.(1) The Board shall consist of the Chairperson appointed by the President and five other members appointed by the Minister namely:-



- (a) one person who shall have experience and knowledge of human shelter;
- (b) one member who have experience in civil engineering or architecture;
- (c) one representative from any Condominium Corporation;
- (d) one member who is legal qualified person;
- (e) One member who has business knowledge;
- (f) Director responsible for housing; and
- (g) Registrar.

(2) The Board shall elect one member among themselves to be a Vice-Chairperson.

(3) A member of the Board other than *ex-officio* member shall hold office for a period of three years and may be eligible for reappointment.

(4) A member may resign by giving one week notice in writing to the appointing authority of his intention to do so.

Secretary
of the
Board.

29. The Board shall appoint a Legal Officer to be Secretary to the Board.

Meetings
of the
Board

30.(1) The Board shall meet quarterly in every year at a suitable time, place and date as the Board may appoint.

(2) All meetings of the Board shall be convened by the Chairperson or in his absence notified in writing by the Vice Chairperson.

(3) The Chairperson, on his absence the Vice Chairperson, shall preside the meetings of the Board and in the absence of both the Chairperson and the Vice Chairperson the members present at the meeting shall elect one of the members to be the Chairperson for that meeting.



Extra
ordinary
meeting.

31. The Board may conduct extra ordinary meeting if deems necessary, the Chairperson or Vice-Chairperson shall provide short notice before the meeting.

Quorum
and
voting.

32.(1) More than half of the members of the Board shall constitute quorum at any meeting of the Board.

(2) All acts, matters and things authorized to be done by the Board shall be decided by resolution of the members present.

(3) A decision of the majority of members present and voting at a meeting of the Board shall be deemed to be a decision of the Board.

(4) Every member of the Board shall have one vote and in the event of an equality of votes the Chairperson of the meeting shall have second or casting vote in addition to his deliberative vote.

Minutes
of the
Board.

33. Minutes in proper form of each meeting of the Board shall be kept and shall be confirmed by the Board at the next meeting signed by the Chairperson or Vice-Chairperson and the Secretary to the Board, provided that nothing herein contained shall preclude the minutes to be circulated and approved (or otherwise) by electronic means.

Fuctions
of the
Board.

34. Subject to the provisions of this Act and any regulations made hereunder the functions of the Board shall be:

- (a) to maintain and keep lists of register of Condominiums, Condominium plans, proprietors, developers, unit owners and tenants;
- (b) to receive, and keep the deposit paid by the tenant;
- (c) to monitor the conduct and activities of condominium owners, developer, condominium plan and roprietor;
- (d) to arrange publication and dissemination of materials produced in connection with the work and activities of the Board;
- (e) to take any action, decision or give permission, or consent or exercise any other control as may be necessary or desirable for the purpose of this Act;



- (f) to publish guidelines on the requirements of this Act and Condominium regulations;
- (g) to settle any dispute related to condominium matters in civil nature before such dispute to be referred to the court;
- (h) to arrange and collect maintenance fees to the common properties;
- (i) to allow and supervise the unit owners to establish Associations in any Condominium building if the Board thinks necessary to do so; and
- (j) to do any other thing as may be directed by the Minister from time to time in consultation of the Board.

Limitation and liability of members.

35. Neither the Chairperson of the Board nor any member of the Board shall be personally liable for any act or default of the Board done or omitted in good faith in the course of carrying out the responsibilities and functions or exercising the powers conferred upon by this Act and the Board.

Confidentiality.

36.(1) A member who has information in his capacity as a member that would not otherwise be available to him must not disclose that information to any person, or make use of, or act on, that information, except:

- (a) for the uses of the Board; or
- (b) as required or permitted by law; or
- (c) in accordance with sub section (2) of this section.

(2) A member may disclose, make use of, or act on the information if:

- (a) the member is first authorized to do so by the Board;
- (b) the disclosure, use, or act in question will not, or will not be likely to, prejudice the Board.

Provided that any member that contravenes this section shall be liable to a fine of not less than five hundred thousand shillings or imprisonment of not more than one year or both such fine and imprisonment.



- Declaration of Interest.** 37. A member must declare himself or herself from participating in any investigation, hearing or decision concerning the matter in respect of which that member has conflict of interest.
- Procedure.** 38. Subject to the provisions of this Act and to any regulations which may be made under section 46 of this Act, the Board shall have power to regulate its own proceedings.
- Funds of the Board.** 39. The funds and resources of the Board shall consists of:-
- (a) registration and annual subscription fee paid by registered unit owner, proprietor and developer;
 - (b) such sums as the Board may receive by way of grant or loan from any person or organization;
 - (c) such sums as the Board may, from time to time, borrow;
 - (d) such sums as may in any manner, become payable to or vested in the Board either under the provisions of this Act or any other written law, or incidental to carry out of its functions;
 - (e) such sum as the Board may receive from the government.
- Accounts and audit.** 40.(1) The Board shall cause to keep proper accounts and shall as soon as practicable after the end of each financial year cause the accounts relating to the financial year together either:
- (a) statement of income and expenditure during that financial year; and
 - (b) a statement of the assets and liabilities of the Board on the last day of that financial year, to be submitted to and audited by duly registered and authorized auditors;
- (2) Copies of the statement referred to in subsection (1) of this section and a copy of the auditor's report shall be forwarded to the Minister
- Remuneration.** 41. The members of the Board shall be paid such allowances as the Board may, with prior consent of the Minister determine.



**PART SIX
MISCELLANEOUS PROVISIONS**

- Dispute resolution. **42.** Any condominium dispute shall be resolved in accordance to the existing laws of Zanzibar.
- Failure to exercise duty. **43.** Any person who intentionally fails to exercise his duty conferred upon him under any provision of this Act for an offence upon which punishment is not provided thereof, shall be liable to a fine of not exceeding Five Hundred Thousand Shillings or imprisonment for a term of not exceeding two years or both such fine and imprisonment.
- Offences and Penalties. **44.** Any person who:
- (a) fraudulently makes, or causes or permits to make, any false or incorrect entry in the Register or any copy thereof; or
 - (b) fraudulently procures or attempts to procure for him or herself or for any other person to be registered under this Act;
 - (c) knowingly or willfully makes any statement which is false in a particular material, or which is misleading, with a view to gaining any advantage, concession or privilege under this Act, whether for himself or for any other person.
- commits an offence and upon conviction shall be liable to a fine of not more than Five Hundred Thousand Shillings or imprisonment for a term of not more than two years.
- Registrar's report. **45.** The Registrar shall, at the end of each financial year submit financial report to the Minister through the Board.
- Powers of Minister. **46.** The Minister may make regulations for better carrying out the purpose of this Act, prescribing all matters that are required or permitted to be prescribed, or necessary or convenient to be prescribed for carrying out or giving effect to this Act.



PASSED in the House of Representatives of Zanzibar on 10th day of August, 2010.

**{IBRAHIM MZEE IBRAHIM}
CLERK OF THE HOUSE OF REPRESENTATIVES
ZANZIBAR.**