



Real Estate Legislation of Dubai

Issue Year

2019



Vision

To Position Dubai as the World's premier real estate destination, and a byword for innovation, trust and happiness.



Mission

To create an innovative and sustainable real estate environment that shall promote Dubai the World's happiest city through:

- Smart services.
- Professional human and financial resources.
- Integrated Real Estate Legislations of Dubai.

Law No. (6) of 2019 Concerning	07
Ownership of Jointly Owned Real Property in the Emirate of Dubai	
Law No. (4) of 2019 Concerning	35
The Real Estate Regulatory Agency	
Decree No. (31) of 2016 Concerning	41
The Mortgage of Granted Land in the Emirate of Dubai	
Executive Council Resolution No. (37) of 2015 Regulating the Real Property	49
Valuation Profession in the Emirate of Dubai	
Law No. (7) of 2013	63
Concerning the Land Department	
Decree No. (43) of 2013 Determining	71
Rent Increase for Real Property in the Emirate of Dubai	
Decree No. (26) of 2013 Concerning	75
The Rental Disputes Settlement Centre in the Emirate of Dubai	
Executive Council Resolution No. (30) of 2013	87
Approving Fees of the Land Department	
Decree No. (4) of 2010 Regulating the Transfer of Title to	99
Granted Industrial and Commercial Land in the Emirate of Dubai	
Decree No. (56) of 2009 Forming a Special Tribunal to Determine	103
Cheque Disputes Relating to Real Property Transactions	
Law No. (13) of 2008 Regulating the	107
Interim Real Property Register in the Emirate of Dubai	
Law No. (9) of 2009 Amending	113
Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai	

Law No. (9) of 2009 Amending	113
Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai	
Law No. (19) of 2017 Amending Law No. (13) of 2008	117
Regulating the Interim Real Property Register in the Emirate of Dubai	
Executive Council Resolution No. (6) of 2010 Approving the Implementing	123
Bylaw of Law No. (13) of 2008	
Regulating the Interim Real Property Register in the Emirate of Dubai	
Executive Council Resolution No. (25) of 2009 Approving	133
Fees and Fines of the Real Estate Regulatory Agency	
Law No. (14) of 2008 Concerning	139
Mortgage in the Emirate of Dubai	
Law No. (26) of 2007 Regulating the Relationship between	149
Landlords and	
Tenants in the Emirate of Dubai	
Law No. (33) of 2008 Amending Law No. (26) of 2007 Regulating the	161
Relationship between Landlords and Tenants in	
the Emirate of Dubai	
Law No. (8) of 2007 Concerning Escrow Accounts for Real	169
Property Development in the Emirate of Dubai	
Law No. (7) of 2006 Concerning	177
Real Property Registration in the Emirate of Dubai	
Law No. (7) of 2019 Amending Law No. (7) of 2006 Concerning	187
Real Property Registration in the Emirate of Dubai	
By law No. (85) of 2006 Regulating the Real Property Brokers	191
Register in the Emirate of Dubai	

Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	203
Regulation No. (1) of 2010 Amending Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	207
Regulation No. (1) of 2011	
Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	211
Regulation No. (2) of 2012	
Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	215
Regulation No. (3) of 2012	
Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	219
Resolution No. (14) of 2015 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	223
Resolution No. (8) of 2016	
Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	229
Resolution No. (18) of 2019	
Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	235

Law No. (6) of 2019**Concerning****Ownership of Jointly Owned Real Property in the Emirate of Dubai**

**Law No. (6) of 2019
Concerning
Ownership of Jointly Owned Real Property in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments;

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (27) of 2007 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai;

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments;

Law No. (7) of 2013 Concerning the Land Department;

Decree No. (22) of 2009 Concerning Special Development Zones in the Emirate of Dubai;

Decree No. (17) of 2013 Concerning Licensing and Classification of Hotel Establishments in the Emirate of Dubai;

Decree No. (26) of 2013 Concerning the Rental Disputes Settlement Centre in the Emirate of Dubai; and

The legislation establishing and regulating free zones in the Emirate of Dubai,

Do hereby issue this Law.

**Title of the Law
Article (1)**

This Law shall be cited as "Law No. (6) of 2019 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai".

**Definitions
Article (2)**

The following words and expressions, wherever mentioned in this Law, shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate	: The Emirate of Dubai.
Government	: The Government of Dubai.
Executive Council	: The Executive Council of the Emirate of Dubai.
DLD	: The Land Department.
RERA	: The Real Estate Regulatory Agency.
RDSC	: The Rental Disputes Settlement Centre in the Emirate.
Competent Authority	: The authority in charge of issuing building permits and approving community plans in the Emirate.
Director General	: The director general of the DLD.
CEO	: The chief executive officer of RERA.
Real Property Register	: The register regulated pursuant to the above-mentioned Law No. (7) of 2006.
Master Developer	: A Person who is licensed to conduct Real Property development business in the Emirate and to dispose of Real Property units to others, and who is classified as a master developer in accordance with the legislation in force in the Emirate.
Sub-developer	: A person who is licensed to conduct Real Property development business in the Emirate and to dispose of Real Property units to others; who is granted by a Master Developer the right to develop part of a Master Project, in accordance with the provisions of a Master Community Declaration; and who is classified as a sub-developer in accordance with the legislation in force in the Emirate.
Developer	: A Master Developer or a Sub-Developer.
Master Project	: A project which involves developing vacant land, constructing infrastructure and common service facilities thereon, subdividing that land for the purpose of sale, and constructing residential, commercial, or mixed-use multi storey buildings or compounds; and which is classified by RERA as a master project in accordance with the relevant criteria approved by the Director General.

Jointly Owned Real Property	: A building, including the parts and appurtenances allocated for common use, and the land on which that building is constructed; or land which is subdivided into Units or land plots intended for individual ownership.	Designated Common Parts	: The Jointly Owned Real Property parts, connections, fittings, equipment, or facilities designated for exclusive use by certain Owners rather than others.
Major Project	: Any Jointly Owned Real Property designated as a major project in accordance with the relevant criteria approved by the Director General.	Developer-owned Areas	: The areas and spaces, other than Common Facilities and Common Parts, that are specified on a Master Plan or a Site Plan, owned by the Developer, and designated by him for private, commercial, or investment use.
Hotel Project	: Any Real Property whose Units are intended for joint ownership, and which is licenced for use as a Hotel Establishment by the Competent Authority. This includes hotels, hotel villas, hotel apartments, and hotel rooms.	Owner	: A Person registered in the Real Property Register as an Owner of a Unit, including the holder of a usufruct or long-term lease right pursuant to the above-mentioned Law No. (7) of 2006; or a Developer in respect of unsold Units.
Unit	: A flat, shop, office, warehouse, floor, whole or part of a land plot, town house, or independent house that constitutes part of Jointly Owned Real Property and is intended for residential, commercial, industrial, or any other use.	Master Community Declaration	: The conditions and provisions governing the development and operation of a Master Project and the Jointly Owned Real Property and Common Facilities therein, including the planning and construction standards of the Master Community.
Master Plan	: A set of plans and design and engineering drawings of a Master Project which are prepared by the Master Developer and approved by the DLD and the Competent Authority.	Building Management Regulation	: A document prepared in accordance with the relevant bylaws issued by the DLD, and entered in the Jointly Owned Real Property Register, which states the procedures for maintenance of Common Parts, including equipment and services in any part of another building, and the percentages of contribution of Owners in the relevant costs.
Site Plan	: A map prepared by the Developer, and approved by the DLD and the Competent Authority, which delineates the boundaries of a building in Jointly Owned Real Property.	Owners Committee	: A committee constituted from amongst Owners in accordance with the provisions of this Law.
Plans	: These include Master Plans and Site Plans.	Statute	: The rules and provisions governing an Owners Committee, which are established and approved in accordance with the provisions of this Law.
Common Facilities	: The areas and spaces demarcated on a Master Plan as common facilities which are owned by the Developer, subject to ownership limitations, and are designated for common use and for serving the Master Project. This includes gardens, landscape areas, fountains, streets, ponds, swimming pools, playgrounds, public areas, public car parks, pedestrian walkways, beaches, and other facilities.	Service Charges	: The annual charges collected from Owners to cover the cost of management, operation, maintenance, and repair of Jointly Owned Real Property.
Common Parts	: The parts of Jointly Owned Real Property, as shown on the Site Plan, designated for common use by the Owners and Occupants of Units.	Usage Charges	: The annual charges collected from Owners or Sub-developers in return for the management, operation, maintenance, and repair of Common Facilities.

Occupant

: Any person using a Unit for its intended purposes, including an Owner, a tenant, or any other person authorised by the Owner to use the Unit.

Management Company

: A sole proprietorship or a company recognised by RERA and specialised in managing Common Facilities, Jointly Owned Real Property, or Common Parts, as the case may be.

Hotel Project Management Company: A sole proprietorship or a company recognised by RERA and specialised in managing Hotel Projects and their Common Parts in accordance with the provisions of this Law.

Management Entity

: An entity in charge of managing Common Facilities, Jointly Owned Real Property, or Common Parts in accordance with the provisions of this Law. This includes Developers, Management Companies, or Hotel Project Management Companies, as the case may be.

Utility Services

: These include water connection or supply; gas connection or supply; electricity; air conditioning; telephone; computer, television, and telecommunication cables; sewerage; rain water drainage; garbage and waste removal or disposal; mail, parcel, or cargo delivery; and horticulture and agriculture services, as well as any systems or services intended for improving Common Facilities or Common Parts.

**Scope of Application
Article (3)**

The provisions of this Law shall apply to all Master Projects and Jointly Owned Real Property in the Emirate, including those in Special Development Zones and in free zones.

**Jointly Owned Real Property Register
Article (4)**

- a. The DLD shall maintain a special register of Jointly Owned Real Property, which contains the following:
 1. details of the land plots owned by Developers on which Jointly Owned Real Property are to be constructed;
 2. details of Units that are intended for individual ownership in Jointly Owned Real Property and sold by Developers, and names of Owners of these Units;
 3. details of members of Owners Committees;
 4. Building Management Regulations;
 5. Plans;
 6. details of Management Entities;
 7. the contracts for management of Jointly Owned Real Property or Common Parts;
 8. statement of the total area of Common Parts and Designated Common Parts, and its ratio to the total area of Units in Jointly Owned Real Property; and
 9. details of Developer-owned Areas in Jointly Owned Real Property.
- b. Upon the request of concerned parties, the DLD shall issue the certificates, deeds, or other documents related to Units or Jointly Owned Real Property based on the information in the register referred to in paragraph (a) of this Article. Any interested party shall have the right to access that register.

**Ownership Rules
Article (5)**

The rules and conditions stipulated in the above-mentioned Law No. (7) of 2006 shall apply to the ownership of Jointly Owned Real Property.

**Jointly Owned Real Property Title Deeds
Article (6)**

- a. The Plans, Master Community Declaration, Statute, and Building Management Regulation shall constitute part of the title deed of Jointly Owned Real Property. The DLD shall maintain an original copy of each of these documents.
- b. An Occupant shall be under an obligation towards the Developer, the Owner, the Occupants of other Units, and the Owners Committee to comply with the Master Community Declaration, Statute, and Building Management Regulation to the extent that their provisions apply to that Occupant.

- c. A Developer must, upon completing the construction of the Jointly Owned Real Property and obtaining a completion certificate from the Competent Authority, file the documents referred to in paragraph (a) of this Article with the DLD within sixty (60) days from the date of issue of the completion certificate. The DLD may extend this time limit for a period not exceeding thirty (30) days, provided that the Developer provides valid reasons for the extension that are acceptable to the DLD.
- d. The Developer's obligation under paragraph (c) of this Article does not include filing the Building Management Regulation where it is prepared by RERA.
- e. Where the Developer fails to submit the documents referred to in paragraph (a) of this Article within the time limit stated in paragraph (c) thereof, the DLD may request any entity, as it deems appropriate, to file and maintain these documents with the DLD; in which case, the Developer shall be held liable for all the expenses and costs incurred in this regard.
- f. The DLD shall issue and update the maps of Common Parts, Designated Common Parts, and Common Facilities in accordance with the provisions of this Law.

Components of Common Parts

Article (7)

- a. The Common Parts of a building include, without limitation, the following:
 - 1. the structural components of the Jointly Owned Real Property, including the main supports, foundations, columns, structural walls, ceilings, ceiling joists, staircases, stairwells, foyers, and roofs;
 - 2. unless otherwise indicated on the Site Plan, thresholds; halls; parking aisles; entrances; emergency exits; and windows in external walls;
 - 3. unless otherwise indicated on the Site Plan, watchmen rooms; recreational facilities and equipment; swimming pools; gardens; storage facilities; offices; and car parks designated for use by the Management Entity, the Owners Committee, or visitors;
 - 4. equipment and systems of main utilities, including electricity generators; lighting systems; gas, cold and hot water, and heating and cooling systems and equipment; air conditioning systems; and waste collection and treatment facilities;
 - 5. elevators, tanks, pipes, generators, chimneys, ventilation fans and ducts, air compressor units, and mechanical ventilation systems;
 - 6. water mains; sewer pipes; gas pipes and chimneys; and electrical and telecommunications towers, wiring, and conduits serving the Owners of more than one (1) Unit;
 - 7. equipment used for measuring the provision or supply of Utility Services;

- 8. any other parts outside the boundaries of Units which are necessary or required for the existence, maintenance, sustainability, safety, or operation of the Jointly Owned Real Property; and
 - 9. any other Common Parts indicated on the Site Plan.
- b. The Common Parts of a land plot include, without limitation, the following:
 - 1. roads, roundabouts, intersections, pathways, pavement edges, median strips, viaducts, drainage systems, and all related structures;
 - 2. unless otherwise indicated on the Site Plan, lakes; ponds; canals; parks; fountains; water features; and other waterways, including all equipment related thereto;
 - 3. unless otherwise indicated on the Site Plan, landscape areas; public areas; playgrounds; rest areas; and car parks designated for use by the Management Entity, the Owners Committee, or visitors;
 - 4. the wires, cables, pipes, drains, ducts, machinery, and equipment used to supply Units or Common Parts with various services;
 - 5. equipment used for measuring the provision or supply of Utility Services; and
 - 6. any other Common Parts indicated on the Site Plan.

Developer-owned Areas

Article (8)

When obtaining the approval of a Master Plan or Site Plan for the first time, the Developer may, subject to the approval of the DLD and the Competent Authority, designate areas owned by the Developer on the Master Plan or Site Plan for private, commercial, or investment use. This approval may only be granted, and the Developer-owned areas may only be used, subject to the provisions of the Master Community Declaration and the rights of Owners.

Unit Components

Article (9)

- a. Unless otherwise indicated on the Site Plan, each Unit in a building or part of a building includes, without limitation, the following:
 - 1. floors and flooring materials and components down to the base of the joists, and other structures supporting the floor of the Unit;
 - 2. plaster ceilings and all other types of ceilings, additions that form part of the interior of the Unit, spaces between such ceilings, ceilings above the support walls and structures inside the Unit, and walls separating the Unit from other parts of the Jointly Owned Real Property or any adjacent Units or Common Parts;

3. the internal area, non-support internal walls, and surrounding walls of the Unit;
 4. windows, glass, fixtures that form part of the internal windows, lighting systems, doors, door frames, and all equipment and fixtures serving the Unit;
 5. bathrooms and other integral parts of the Unit, such as balconies and other ancillary parts allocated to the Owner;
 6. facilities attached or allocated to the Unit, such as gardens, car parks, storage rooms, or watchmen rooms, even if such facilities are not adjacent to the unit, provided that these facilities are attached to the Unit and their area is not included in the net area of the Unit;
 7. internal connections serving the Unit;
 8. fixtures and fittings installed by the Occupant;
 9. additions, modifications, and improvements made to the Unit from time to time; and
 10. any other components indicated on the Site Plan.
- b. For the purposes of application of the provisions of paragraph (a) of this Article, a Unit does not include the Utility Services therein which serve the Common Parts or any other Unit.
- c. Unless otherwise indicated on the Site Plan, each Unit in any Jointly Owned Real Property comprising land, rather than a building or part of a building, shall include, without limitation, everything within the boundaries of the Unit other than the Utility Services that serve the Common Parts or any other Unit.
- d. Each Unit intended for individual ownership is entitled to the right of way in other Units or land plots, and in Common Parts.
- e. The dividing walls between two (2) adjacent Units shall be shared by the Owners of both Units, provided that these walls are part of the Common Parts.

Car Parks designated for Units Article (10)

- a. The car parks allocated or designated to a Unit under the legislation applicable by the Competent Authority shall be deemed an integral part of the Unit, and may not be separated, or sold independently, from that Unit.
- b. A Developer must register Units and their designated car parks in the names of respective Owners in accordance with the relevant instructions issued by the Director General. In all events, a Unit may not be sold or disposed of without the car parks designated to it.
- c. An Owner may purchase additional car parks, provided that such car parks are in excess of those designated for all Units in the Jointly Owned Real Property under the

legislation and instructions referred to in paragraphs (a) and (b) of this Article. The Director General may prescribe the cases in which Owners may purchase additional car parks.

Ownership of Interest in Common Parts Article (11)

An Owner, or a Developer in respect of unsold Units, shall own an undivided interest in Common Parts. This interest shall be determined based on the ratio of the Unit area to the total area of the Jointly Owned Real Property.

Disposing of Jointly Owned Real Property Units Article (12)

A Unit Owner may sell or dispose of his Unit in any legal manner, and may mortgage his Unit to any bank or financing institution licensed to operate in the Emirate.

Subdivision of Jointly Owned Units Article (13)

A Unit jointly owned by two (2) or more Persons may not be subdivided amongst them unless that subdivision is permitted under the Master Community Declaration; the DLD approval is obtained; and the necessary licenses are granted by the Competent Authority.

Pre-emption Rights Article (14)

- a. A co-owner of a Unit shall have a pre-emption right to purchase another co-owner's share in the Unit if that share is offered for sale or disposition to a non-Owner. Where more than one (1) co-owner exercises this right, each of them shall be entitled to purchase a share proportional to his existing share in the Unit.
- b. The pre-emption right prescribed under paragraph (a) of this Article shall not be established in case of sale or disposition of the co-owner's share to any ascendants, descendants, spouse, relatives up to the fourth degree, or in-laws up to the second degree.

Exercise of Pre-emption Rights

Article (15)

- a. A pre-emption right may not be divided and may only be exercised or waived in whole. In case of multiple co-owners, each of them may exercise his pre-emption right in proportion to his share in the relevant Unit; and if any of them waives his right, it shall be transferred to the other co-owners in proportion to their existing shares.
- b. A pre-emption right shall be forfeited if the co-owner offering to sell or dispose of his share serves on the other co-owners, through a notary public, a written notice that states the name and address of the third-party purchaser and the terms of sale, but none of these co-owners agrees to such terms of sale within thirty (30) days from receipt of that notice.
- c. Where a co-owner agrees to purchase the offered share, he must notify his intention to the co-owner offering to sell or dispose of his share, through a notary public, within the notice period referred to in paragraph (b) of this Article; and must finalise the sale procedures with the DLD within no later than ten (10) working days from the date of expiry of that notice period.
- d. If it is proven that the sale made pursuant to this Article is concluded under terms that are more favourable to the purchaser than those mentioned in the notice sent to the co-owners having the pre-emption right, these co-owners may file, with the RDSC, claims against the seller for compensation for the damage they have sustained.

Leasing out Units

Article (16)

- a. An Owner may lease out his Unit, provided that he and the tenant remain under an obligation towards other Owners and Occupants, the Owners Committee, and the Management Entity to comply with the Statute, the Master Community Declaration, and the Building Management Regulation.
- b. Unless otherwise stipulated in the Unit lease agreement, the Owner shall be liable to pay the Service Charges and Usage Charges. In all events, the Owner may not be discharged from his liability to pay the Service Charges and Usage Charges if the tenant fails to pay the same as prescribed under this Law.

Disposition of Common Parts and Common Facilities

Article (17)

- a. In all events, Common Parts may neither be converted into private property; nor subdivided; nor disposed of in whole or in part, independently from the Units to which they pertain, without first obtaining the approval of the DLD and the Competent Authority. This applies even if the building to which the Common Parts belong is under construction. The Director General shall issue a resolution prescribing the rules for using the proceeds generated from such a conversion, subdivision, or disposition.
- b. Unless the relevant prior approvals of the DLD and the Competent Authority are obtained, it is prohibited to dispose of Common Facilities in any manner whatsoever; or utilise, alter, redesign, or shut down these facilities in a manner that restricts their use by Owners.

Management of Common Parts

Article (18)

- a. For the purposes of management of Common Parts, Jointly Owned Real Property is classified into three (3) categories as follows:
 1. Category 1: Major Projects Projects in this category shall be determined in accordance with the criteria prescribed under the relevant resolution issued by the Director General. The Developer shall be responsible for the management, operation, maintenance, and repair of Common Parts and Utility Services. A Major Project shall have an Owners Committee constituted of members selected by RERA from amongst Owners residing in the Jointly Owned Real Property. The duties of the Owners Committee shall be determined pursuant to the Statute and the rules and conditions prescribed under the relevant resolutions of the Director General.
 2. Category 2: Hotel Projects These are projects wherein the management of Common Parts must be outsourced by the Developer to a Hotel Project Management Company in accordance with the relevant rules approved by the Director General. A Hotel Project shall have an Owners Committee constituted of members selected by RERA if the Hotel Project Management Company expresses its wish that such a committee be constituted. This Owners Committee shall not be authorised to participate in the management of the Hotel Project or its Common Parts.
 3. Category 3: Real Property Projects Other Than Major Projects and Hotel Projects These are Real Property projects other than those falling in Category 1 and Category 2, as referred to in this paragraph. The management of Common Parts in these projects shall be undertaken by a specialised management company selected and

- contracted by RERA in accordance with the relevant rules and standards approved pursuant to the relevant resolution issued by the Director General. A Real Property project in this category shall have an Owners Committee constituted of members appointed by RERA as prescribed under this Law.
- b. Where the Jointly Owned Real Property includes a project of Category 2 and a project of Category 3, as referred to in paragraph (a) of this Article, the Common Parts in that Jointly Owned Real Property shall be outsourced to a Hotel Project Management Company. In this case, the Jointly Owned Real Property shall have a single Owners Committee constituted of members appointed by RERA as prescribed under this Law.
 - c. The Developer may outsource all or any of his duties, and delegate all or any of his responsibilities, under sub-paragraph (a)(1) of this Article to a Management Company in return for the fees, and subject to the conditions, agreed upon by both parties. This agreement must be approved by RERA.
 - d. In case of absence of a Developer in a project that falls in Category 1 or Category 2, as stated in paragraph (a) of this Article, a Management Company shall be appointed by RERA.

Management of Common Facilities

Article (19)

The Master Developer of a Master Project shall undertake the management and maintenance of the Common Facilities in that project. The Master Developer must outsource such management and maintenance to a Management Company pursuant to a written agreement approved in advance by RERA.

Building Management Regulations

Article (20)

- a. A Developer shall issue the Building Management Regulations of the Major Projects and Hotel Projects managed by that Developer. Building Management Regulations must be approved by RERA before making any legal disposition in respect of the Units comprising the Jointly Owned Real Property in the Major Project or Hotel Project in accordance with the provisions of this Law, the resolutions issued in pursuance hereof, and the Master Community Declaration.
- b. RERA shall issue the Building Management Regulations of Jointly Owned Real Property other than the projects referred to in paragraph (a) of this Article, provided that such Jointly Owned Real Property has no Building Management Regulation. In this regard, RERA may engage any specialised company to assist it in drafting the Building Management Regulation.

- c. If a part of the Jointly Owned Real Property is developed in phases, the Building Management Regulation for that developed part must be issued.

Master Community Declarations

Article (21)

The Master Developer of a Master Project shall issue the Master Community Declaration of that project before making any legal disposition in respect of the land, buildings, or Units of the project. The Master Community Declaration must be approved by RERA. Any amendment to that Master Community Declaration, affecting in any way the rights of purchasers, may not be made without first obtaining the relevant approval of RERA.

Owners Committees

Article (22)

- a. The Owners Committee of a Real Property project that falls in Category 1 or Category 3, as stated in paragraph (a) of Article (18) of this Law, shall be constituted of a maximum of nine (9) members appointed by RERA, including the committee chairman and vice chairman.
- b. An Owners Committee shall be constituted upon the registration of at least ten percent (10%) of the total Units of the Jointly Owned Real Property on the Real Property Register in the names of their respective Owners.
- c. A member of an Owners Committee must:
 1. be of full legal capacity;
 2. be an Owner residing in the Jointly Owned Real Property;
 3. be of good character and repute;
 4. pay the Service Charges and Usage Charges; and
 5. attend, and actively participate in, the meetings of the Owners Committee.
- d. A Developer may be a member of the Owners Committee only if he owns unsold Units in the Jointly Owned Real Property.
- e. An Owners Committee shall elect from amongst its members the chairman of that committee, who shall represent it before the Management Entity and RERA.
- f. The provisions and conditions stipulated in this Law, the resolutions issued in pursuance hereof, and the Statute shall apply to Owners Committees.
- g. Subject to the provisions of this Law, RERA shall issue Statutes.
- h. The membership of an Owner in the Owners Committee shall be terminated if he ceases to meet any of the membership requirements stipulated in paragraph (c) of this Article, in which case RERA shall appoint a replacement member who meets these requirements.

- i. RERA may, at any time, reconstitute an Owners Committee, provided that the new members meet the Owners Committee membership requirements.

Meetings of Owners Committees

Article (23)

- a. An Owners Committee shall be regularly convened every three (3) months, i.e. four (4) times a year; and its first meeting shall be convened within thirty (30) days from the date of its constitution. Meetings of the Owners Committee shall be valid if attended by the majority of its members, provided that its chairman or vice chairman is in attendance.
- b. Where necessary, the Owners Committee may convene an extraordinary meeting, provided that it notifies RERA in advance of the date and time of this meeting and the reasons for convening the same.
- c. When voting on the resolutions and recommendations of the Owners Committee, each of its members shall have one (1) vote, whether he owns one (1) Unit or multiple Units in the Jointly Owned Real Property. In the event of a tie, the chair of the meeting shall have a casting vote.
- d. The Management Entity must designate a place for holding the Owners Committee meetings, and must appoint a rapporteur of the Owners Committee to prepare the reports and minutes of these meetings.

Duties of Owners Committees

Article (24)

An Owners Committee shall exclusively:

- 1. verify that the Management Entity undertakes the management, operation, maintenance, and repair of the Common Parts in accordance with this Law, the resolutions issued in pursuance hereof, and the Building Management Regulation;
- 2. review, and provide the necessary recommendations on, the annual budgets for the maintenance of the Jointly Owned Real Property; and for this purpose, request the Jointly Owned Real Property financial reports;
- 3. discuss the obstacles and difficulties related to the management, operation, maintenance, and repair of Common Parts; and submit the necessary recommendations on the same to the Management Entity or RERA, as the case may be;
- 4. receive, and notify to the Management Entity, the complaints and suggestions submitted by Owners and Occupants in respect of the management, operation, maintenance, and repair of Common Parts; and submit these complaints and suggestions to RERA if

the Management Entity fails to address them within fourteen (14) days from the date of being notified of the same;

- 5. request RERA to replace the Management Entity of any Real Property project that falls in Category 3, as stated in paragraph (a) of Article (18) of this Law; and provide appropriate advice to RERA on the selection and appointment of a new Management Entity;
- 6. notify the Management Entity or RERA of any defects in the structural parts of the Jointly Owned Real Property; or any damage to, or defect in, the Common Parts that requires urgent repair;
- 7. coordinate with RERA, the Management Entity, or the Competent Authority with respect to any safety, environmental, security, or other matter related to the Jointly Owned Real Property; and
- 8. submit to the Management Entity any proposals regarding the method of use of Common Parts; or regarding amendment of the Building Management Regulation, in which case the amendment must be approved by RERA.

Service Charges

Article (25)

- a. An Owner shall pay to the Management Entity his share of the annual Service Charges to cover the Common Parts management, operation, maintenance, and repair expenses. This share shall be calculated, using the relevant method approved by the Director General, based on ratio of the area of the Owner's Unit to the total area of the Jointly Owned Real Property. A Developer shall pay his share of the annual Service Charges in respect of unsold Units, and in respect of the sold Units for which he undertakes, under the provisions of the sale contract or reservation agreement, to pay the Service Charges on behalf of the purchaser.
- b. For the purposes of application of paragraph (a) of this Article, the Owner's share of the Service Charges shall be calculated based on the area of his Unit as recorded in the Real Property Register.

Usage Charges

Article (26)

A Master Developer shall be entitled to collect Usage Charges from Owners or Sub-developers in return for the management, operation, maintenance, or repair of the Common Parts in the Master Project. Such Usage Charges apply in respect of completed buildings, under-construction buildings, and vacant land. The Owner or Sub-developer's

share of the Usage Charges shall be calculated using the method adopted pursuant to the relevant resolution issued by the Director General, provided that this method is in compliance with the approved Master Community Declaration.

Approval of Service Charges and Usage Charges

Article (27)

- a. A Management Entity must not charge Owners, or collect from them, any amounts whatsoever in return for the management, operation, maintenance, or repair of Common Parts or Common Facilities; or for any other reason, without first obtaining the relevant approval of RERA. This approval shall be issued in accordance with the approved Master Community Declaration and the relevant rules and criteria approved by the Director General.
- b. For the purposes of application of paragraph (a) of this Article, RERA may not approve or ratify the Service Charges or Usage Charges budget unless it is approved by a certified audit firm recognised by RERA for this purpose.
- c. Where necessary, RERA may approve a temporary Service Charges budget until the budget referred to in paragraph (b) of this Article is approved. The temporary budget shall be approved in accordance with the rules prescribed under the relevant resolution issued by the Director General.

Non-payment of Service Charges or Usage Charges

Article (28)

An Owner or Sub-developer may not refrain from paying the Service Charges or Usage Charges approved by RERA. An Owner may not waive his interest in Common Parts to avoid paying the charges due from him.

Preventing Owners from Using Units

Article (29)

A Developer or Management Entity must not take any action against any Owner to prevent him from taking possession of, or using, his Unit or using Common Parts or Common Facilities, with the intent of forcing him to pay Service Charges or Utility Services in contravention of the procedures stipulated in this Law and the resolutions issued in pursuance hereof.

Deposit and Disposition of Service Charges

Article (30)

- a. A Management Entity must open a Service Charges account for each Jointly Owned Real Property with a bank licensed to operate in the Emirate and recognised by RERA.
- b. In accordance with the rules prescribed under the relevant resolution issued by the Director General, the Management Entity must deposit the Service Charges it collects in the account referred to in paragraph (a) of this Article within seven (7) working days from the date of collection of these charges.
- c. The amounts deposited in the Service Charges account may not, for any reason whatsoever, be subject to attachment in favour of the Management Entity creditors.
- d. Until a Management Company is appointed by RERA, the Developer must undertake the management of the Jointly Owned Real Property and maintain the Service Charges paid by Owners in the relevant Service Charges account, as prescribed by this Law.
- e. The funds deposited in the Service Charges account may not be disposed of, and may only be used for the following purposes:
 1. paying for Common Parts cleaning services;
 2. paying for security and safety services in the Jointly Owned Real Property;
 3. paying for the operation, maintenance, repair, and improvement of Common Parts and their fixtures, fittings, and installations; and for preserving the same in a good condition;
 4. paying the Jointly Owned Real Property insurance premiums;
 5. paying any fees for the audit of the accounts and budgets related to the Service Charges account;
 6. paying the Management Company fees, as per the amount and method of payment determined by RERA;
 7. cover the Developer's administrative expenses related to Major Projects, as approved by RERA;
 8. creating a cash reserve to cover emergency expenses, or to replace equipment and devices in Common Parts, which must be deposited in an account separate from the Service Charges account and may not be disposed of for any purposes, other than in critical emergencies, without first obtaining the approval of RERA;
 9. paying any fees or costs in return for inspecting; or overseeing the management, operation, maintenance, and repair of, Jointly Owned Real Property by RERA; and
 10. covering any other costs prescribed under the Master Community Declaration and approved by RERA, as required for the management, operation, maintenance, and repair of Common Parts.
- f. Where the cash reserve referred to in sub-paragraph (e)(8) of this Article is not sufficient to cover emergency expenses, the DLD may, subject to obtaining the relevant prior approval of RERA, request Owners to cover these expenses.

Deposit and Disposition of Usage Charges

Article (31)

- a. A Master Developer must open a Usage Charges account for each Major Project with a bank licensed to operate in the Emirate and recognised by RERA.
- b. In accordance with the rules prescribed under the relevant resolution issued by the Director General, the Management Entity must collect Usage Charges and deposit them in the account referred to in paragraph (a) of this Article within seven (7) working days from the date of collection of these charges.
- c. Where the Developer uses Common Facilities for profitable commercial purposes based on the DLD approval, he must deposit a percentage of the net profits generated from that use in the Usage Charges account within ten (10) days from the date of collection of the proceeds from use of the Common Facilities. This percentage of net profits shall be determined pursuant to the relevant resolution issued by the Director General.
- d. The funds deposited in the Usage Charges account shall be used only for the purposes stated in paragraph (e) of Article (30) of this Law in relation to Common Facilities in the Major Project.
- e. In addition to the purposes mentioned in paragraph (e) of Article (30) of this Law, the Master Developer may, subject to obtaining the prior approval of RERA, use a portion of the funds deposited in the Usage Charges account for the purposes of repair and maintenance in the Developer-owned Areas in the Master Project, provided that these areas are available for public use without consideration.
- f. The amounts deposited in the Usage Charges account may not, for any reason whatsoever, be subject to attachment in favour of the Master Developer creditors.

Collection of Service Charges and Usage Charges

Article (32)

- a. The Management Entity shall have a lien on every Unit for unpaid Service Charges in respect thereof. A Unit may not be disposed of unless these charges are paid to the Management Entity.
- b. Where an Owner fails to pay his share of the Service Charges or any part thereof, the Management Entity must request him to pay such charges within thirty (30) days from being served the relevant written notice approved by RERA. In the event of failure of the Owner to pay the charges within this time limit, the financial claim made by the Management Entity against the Owner shall be enforceable by the execution judge at the RDSC in accordance with the relevant rules and procedures adopted by the RDSC.

- c. Where necessary, the competent execution judge may order that a Unit in respect of which the Owner fails to pay his share of Service Charges is sold by public auction to collect these charges.
- d. An Owner who defaults in paying his share of Service Charges must pay any court fees and costs, or advocates' fees, adjudged by the competent execution judge.
- e. RERA shall determine the method of service of the notice referred to in paragraph (b) of this Article.
- f. The provisions of this Article apply to the collection of Usage Charges owed to Master Developers.

Audit and Inspection

Article (33)

- a. RERA shall inspect; and audit the management, operation, maintenance, and repair of, the Jointly Owned Real Property, Common Parts, and Common Facilities. For these purposes, RERA shall have the authority to:
 1. inspect Jointly Owned Real Property, Common Parts, and Common Facilities; and verify their suitability for the intended purposes, without prejudice to the functions of the Competent Authority;
 2. record violations and serve notices on Developers or Management Entities, as the case may be, where it is proven that they have failed to preserve the Jointly Owned Real Property, Common Parts, or Common Facilities in a good condition; and grant them time limits as necessary to remedy such violations;
 3. audit the revenue credited, and the expenditure debited, to the Service Charges account and the Usage Charges account; and for this purpose, request any information, data, or statements and engage a certified auditor recognised by RERA in this regard;
 4. consider the complaints filed against Developers, Management Entities, or Owners Committees in relation to the management, operation, maintenance, and repair of Jointly Owned Real Property, Common Parts, and Common Facilities; and take the necessary action in respect thereof;
 5. Audit the contracts and agreements concluded by Management Entities with maintenance, security, cleaning, insurance, and other corporations and companies; and
 6. exercise any other duties or powers assigned to it by the Director General.
- b. RERA may outsource any of its duties and delegate any of its powers under paragraph (a) of this Article to any natural or legal person in accordance with the relevant conditions and rules approved by the Director General.

Conclusion of Contracts and Agreements

Article (34)

- a. A Management Entity shall conclude contracts and agreements with maintenance, security, cleaning, insurance, and other corporations and companies to the extent required to enable it to perform its duties and obligations as prescribed in this Law.
- b. A Management Entity must provide RERA, every six (6) months, with a periodic report on the management of, and the maintenance works performed in, Jointly Owned Real Property, Common Parts, and Common Facilities. Where necessary, RERA may request the Management Entity to provide it with any information or with a statement of the revenue and expenditure related to Service Charges or Usage Charges.

Repair and Maintenance Works

Article (35)

- a. Where it is established to the satisfaction of RERA that Common Parts or Common Facilities are not duly maintained, or not preserved in a good, clean, and serviceable condition, RERA may serve a written notice on the Management Entity requesting it to take any necessary action or perform the relevant repair or maintenance works it deems appropriate.
- b. RERA must state in the notice referred to in paragraph (a) of this Article, the required repair and maintenance works and the dates of commencement and completion of such works.
- c. Where the Management Entity fails to perform repair or maintenance works in accordance with paragraph (a) of this Article, RERA may appoint any other entity to perform all or any of these works; and debit the costs and expenses incurred in this regard to the Service Charges account or to the Usage Charges account referred to in Article (30) and Article (31) of this Law respectively.

Security Deposit for Repair of Common Parts and Common Facilities

Article (36)

- a. A Management Entity must provide a bank guarantee, in favour of the DLD and in the amount it determines, with respect to all Jointly Owned Real Property managed by that Management Entity. The bank guarantee shall be held as a security deposit to be used to remedy any damage sustained by Common Parts or Common Facilities as a result of omission or negligence on the part of the Management Entity.

b. Where Jointly Owned Real Property, Common Parts, or Common Facilities sustain damage as a result of any act, negligence, or omission of the Management Entity, RERA may serve a written notice on the Management Entity requesting it to remedy such damage within the time limit specified by RERA.

c. Where the Management Entity fails to remedy the damage within the time limit specified in the notice served on it pursuant to paragraph (b) of this Article, RERA may appoint any other entity to fulfil all or any of the requirements stated in the notice and deduct the costs and expenses incurred in this regard from the bank guarantee referred to in paragraph (a) of this Article.

Incompetence of Developers or Hotel Project Management Companies

Article (37)

- a. Where a Developer or Hotel Project Management Company is proven incompetent or unable to manage Jointly Owned Real Property or Common Parts in projects that fall in Category 1 or Category 2, as stated in paragraph (a) of Article (18) of this Law, in a manner that ensures their sustainability and serviceability, the CEO may appoint a specialised Management Company to undertake the management and operation of that Jointly Owned Real Property or Common Parts.
- b. The provisions of paragraph (a) of this Article shall apply if a Master Developer is proven incompetent or unable to manage the Common Facilities in a Master Project in a manner that ensures their sustainability and serviceability.

Incompetence of Management Companies

Article (38)

- a. Where RERA deems that a Management Company is incompetent, unqualified, or unable to manage and maintain Common Parts in Real Property projects that falls in Category 3, as stated in paragraph (a) of Article (18) of this Law, RERA may appoint a replacement Management Company to undertake the management of the Jointly Owned Real Property. In this case, RERA must adhere to the following procedures:
 1. notify the Owners Committee of the violations committed by the Management Company, and seek its opinion regarding such violations;
 2. serve a written warning on the Management Company stating its mistakes and wrong practices with respect to the management, operation, maintenance, and repair of Common Parts; whereupon the Management Company may respond to that written warning within fourteen (14) days from the date of service of the warning;

- 3. appoint a certified audit firm to audit the Service Charges account and verify the Management Company's compliance with the Service Charges budget approved by RERA; and
- 4. grant the Management Company a time limit to hand over the management of the Jointly Owned Real Property to the replacement Management Company within thirty (30) days from the date of issue of RERA's decision appointing that replacement Management Company.
- b. Where any damage to property in the Jointly Owned Real Property or Common Parts is caused by the acts of the substituted Management Company, that company shall be liable for the cost of remedy of this damage, which shall be deducted from the bank guarantee provided by that company, as referred to in paragraph (a) of Article (36) of this Law.

Alterations to Jointly Owned Real Property

Article (39)

- a. Without prejudice to the construction legislation in force in the Emirate, an Occupant may make substantial alterations or modifications to the structure or external appearance of his Unit, or to any part of the Jointly Owned Real Property, only after obtaining the approval of the Master Developer, the DLD, and the Competent Authority.
- b. An Occupant who violates the provisions of paragraph (a) of this Article shall be liable for remedying, at his own expense and in the manner prescribed by Master Developer or RERA, any damage arising from the alterations or modifications made by him.
- c. Where an Occupant fails to remedy the damage in accordance with paragraph (b) of this Article, RERA or the Master Developer may appoint any entity to remedy such damage; and hold the Occupant liable for the remedy costs and expenses.
- d. Subject to the provisions of the Building Management Regulation, an Occupant and his guests must use Common Parts only for their intended purposes, and in a manner that does not prejudice the rights of others to use these Common Parts, disturb them, or endanger their safety or the safety of the Jointly Owned Real Property.

Liability of Developers

Article (40)

- a. Subject to the provisions governing contractor agreements, as stipulated in the above-mentioned Federal Law No. (5) of 1985, a developer shall remain liable, for a period of ten (10) years from the date of obtaining the completion certificate of the Real Property project developed by him, to remedy or rectify any defects in the structural parts of the Jointly Owned Real Property.

- b. The Developer shall remain liable, for a period of one (1) year from the date of handover of the Unit to the Owner, for repairing or replacing defective installations in the Jointly Owned Real Property. These include mechanical and electrical works, sanitary and sewerage installations, and similar installations. Where an Owner refrains from taking possession of his Unit for any reason, the above-mentioned liability period shall commence from the date of obtaining the completion certificate of the Real Property project developed by the Developer.
- c. Subject to the provisions of paragraphs (a) and (b) of this Article, nothing in this Law may preclude or prejudice any rights or warranties granted to Owners as against Developers pursuant to any other legislation.
- d. An agreement which is made after this Law comes into force and which contradicts, in any way, the provisions of this Article shall be deemed null and void.

Insurance of Jointly Owned Real Property

Article (41)

- a. A Management Entity must insure the Jointly Owned Real Property under an insurance policy that covers the maintenance and reconstruction of the Jointly Owned Real Property in case of fire, damage, or destruction for any reason whatsoever. For these purposes, the beneficiary of the insurance must be the Management Entity.
- b. The Management Entity must insure the Jointly Owned Real Property against the liability for damage and for bodily injuries sustained by Occupants or third parties.
- c. Insurance premiums payable by Owners shall be calculated pursuant to the insurance contracts concluded with insurance companies, and shall be included in the Service Charges.

Dispute Resolution

Article (42)

In addition to the functions assigned to the RDSC under the legislation in force, the RDSC shall have the exclusive jurisdiction to hear and determine all disputes and disagreements related to the rights and obligations stipulated in this Law and the resolutions issued in pursuance hereof, in accordance with the relevant rules and procedures adopted by the RDSC.

Fees
Article (43)

In return for issuing the approvals and providing the services prescribed under this Law and the resolutions issued in pursuance hereof, the DLD shall collect the fees determined pursuant to the relevant resolution issued by the Chairman of the Executive Council.

Sanctions and Administrative Penalties.

Article (44)

- a. Without prejudice to any stricter penalty stipulated in any other legislation, a person who commits any act constituting a violation of the provisions of this Law and the resolutions issued in pursuance hereof shall be punished by a fine of not less than one million Dirhams (AED 1,000,000.00). Upon repetition of the same violation within one (1) year from the date of the previous violation, the amount of the fine shall be doubled. A fine must not exceed two million Dirhams (AED 2,000,000.00).
- b. The acts constituting a violation of the provisions of this Law, and the fines prescribed for each of these acts, shall be determined pursuant to the relevant resolution issued by the Chairman of the Executive Council.

Law Enforcement
Article (45)

The persons nominated by a resolution of the Director General shall have the capacity of law enforcement officers to record the acts committed in breach of the provisions of this Law and the resolutions issued in pursuance hereof. For this purpose, they may issue the necessary violation reports and seek the assistance of concerned Government Entities in the Emirate, including police personnel.

Grievances
Article (46)

Any affected party may submit a written grievance to the Director General against any decision or measure taken against him under this Law and the resolutions issued in pursuance hereof, within thirty (30) days from the date of being notified of the contested decision or measure. The grievance shall be determined, within thirty (30) days from the date of its submission, by a committee formed by the Director General for this purpose. Without prejudice to the grievant's right to recourse to the RDSC to seek any relief, the decision issued in respect of the grievance shall be final.

Payment of Revenues
Article (47)

The fees and fines collected pursuant to this Law and the resolutions issued in pursuance hereof shall be paid to the Public Treasury of the Government.

Compliance
Article (48)

- a. All Developers, Management Entities, and Owners Associations must comply with the provisions of this Law within six (6) months from its effective date. Where necessary, the Director General may extend this grace period for the same period.
- b. The provisions of this Law shall apply without prejudice to the provisions of the contracts concluded before its effective date between Developers and Owners and the Master Community Declarations approved by and filed with RERA, except for the provisions related to the exemption applicable to the constitution of Owners Associations.

Succession of Owners Associations by Management Entities
Article (49)

All rights and obligations of Owners Associations, arising before the effective date of this Law, are hereby transferred to Management Entities.

Issuing Implementing Resolutions
Article (50)

The Director General shall issue the resolutions required for the implementation of this Law. These resolutions shall be published in the Official Gazette of the Government of Dubai.

Repeals
Article (51)

- a. The above-mentioned Law No. (27) of 2007 is hereby repealed. Any provision in any other legislation shall also be repealed to the extent that it contradicts the provisions of this Law.
- b. The bylaws, regulations, and resolutions issued in implementation of the above-mentioned Law No. (27) of 2007 shall continue in force, to the extent that they do not contradict this Law, until new superseding bylaws, regulations, and resolutions are issued.

Publication and Commencement

Article (52)

This Law shall be published in the Official Gazette and shall come into force sixty (60) days after the date of its publication.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 4 September 2019
Corresponding to 5 Muharram 1441 A.H.

Law No. (4) of 2019

Concerning

The Real Estate Regulatory Agency

**Law No. (4) of 2019
Concerning the
Real Estate Regulatory Agency**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency;

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments;

Law No. (13) of 2012 Establishing the Dubai Real Estate Institute;

Law No. (7) of 2013 Concerning the Land Department;

Law No. (8) of 2018 Concerning Management of the Government of Dubai Human Resources;

Executive Council Resolution No. (6) of 2010 Approving the Implementing Bylaw of Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai; and Executive Council Resolution No. (37) of 2015 Regulating the Real Property Valuation Profession in the Emirate of Dubai,

Do hereby issue this Law.

**Definitions
Article (1)**

The following words and expressions, wherever mentioned in this Law, shall have the meaning indicated opposite each of them unless the context implies otherwise:
Emirate: The Emirate of Dubai.

Executive Council	: The Executive Council of the Emirate of Dubai.
DLD	: The Dubai Land Department.
Director General	: The director general of the DLD.
RERA	: The Real Estate Regulatory Agency.
CEO	: The chief executive officer of RERA.
Real Property Activities	: The activities related to Real Property that RERA is authorised to license in the Emirate under this Law, the resolutions issued in pursuance hereof, and the legislation in force in the Emirate.

Real Property Development Projects: The projects involving construction of multi-storey buildings and compounds for residential, commercial, industrial, or multiple purposes.

Jointly Owned Real Property: A building, including the parts and appurtenances allocated for common use, and the land on which that building is constructed; or land which is subdivided into units or land plots intended for individual ownership.

**Applicability of the Law to RERA
Article (2)**

The provisions of this Law shall apply to the Real Estate Regulatory Agency established pursuant to the above-mentioned Law No. (16) of 2007 as a public corporation, which has legal personality and the legal capacity required to undertake all acts and dispositions that ensure the achievement of its objectives, and which is affiliated to the DLD.

**Head Office of RERA
Article (3)**

The head office of RERA shall be located in the Emirate. RERA may establish branches within the Emirate pursuant to a resolution of the Director General.

**Objectives of RERA
Article (4)**

RERA aims to:

1. contribute to developing the Real Property sector through an integrated set of regulatory and supervisory procedures that enhance the role of this sector in the comprehensive economic development of the Emirate;
2. provide a safe and supportive environment for Real Property Development Projects in the Emirate to ensure that the rights of Real Property Developers and investors are protected;
3. keep pace with the continuing growth witnessed by the Emirate in the Real Property sector and all related activities;
4. promote the role of UAE nationals in the Real Property sector, and implement programmes and projects that enable them to engage in Real Property Activities; and
5. establish the principles and code of conduct of Real Property Activities, and develop the relevant charters.

Functions of RERA

Article (5)

For the purpose of achieving its objectives, RERA shall have the duties and powers to:

1. regulate, audit, and monitor Escrow Accounts for Real Property Development, and approve the banking and financial institutions qualified to manage these accounts;
2. approve the rules regulating the Real Property development, sale, leasing, and brokerage professions; the Real Property Valuation Profession; the management of Jointly Owned Real Property; and other Real Property Activities;
3. regulate and license Real Property Activities, and audit and monitor the persons conducting these activities to ensure their compliance with the legislation regulating the Real Property sector;
4. regulate and audit the accounts related to managing and operating Jointly Owned Real Property in accordance with the relevant applicable legislation;
5. propose the legislation required for regulating the work of persons conducting Real Property Activities;
6. issue the bylaws required for regulating training and qualifying the staff of establishments authorised to conduct Real Property Activities;
7. register the persons conducting Real Property Activities in the relevant registers it maintains for this purpose, and issue identification cards for individuals engaged in Real Property Activities;
8. consider and investigate complaints filed against the persons conducting Real Property Activities, and take the necessary actions and decisions in respect thereof;
9. audit; monitor; and inspect the operation, management, and maintenance of Jointly Owned Real Property, Common Parts, and Common Facilities to ensure their sustainability, and audit relevant accounts and books, in accordance with the relevant applicable legislation;
10. approve Real Property Development Projects in the Emirate, monitor their percentages of completion, and issue the relevant resolutions and recommendations, in accordance with the relevant applicable legislation;
11. issue the required approvals of the content of Real Property advertisements in the Emirate, including in Special Development Zones and free zones such as the Dubai International Financial Centre; and monitor and censor that content in coordination with the Competent Entities in the Emirate;
12. develop and implement programmes and projects that promote the role of UAE nationals in the Real Property sector and encourage them to engage in this sector;
13. develop and implement informative and awareness-raising programmes on the rights and obligations of the parties engaged in the Real Property sector, in coordination with the Dubai Real Estate Institute;

14. develop and update policies and studies aimed at striking a balance between supply and demand in the Real Property market, and submit the same to the Director General for approval in preparation for final approval by the Executive Council; and
15. exercise any other duties or powers required for the achievement of the objectives of RERA, as assigned to it by the Executive Council.

Executive Body of RERA

Article (6)

The executive body of RERA shall be comprised of the CEO and a number of administrative, finance, and technical Employees, to whom Law No. (8) of 2018 Concerning Management of the Government of Dubai Human Resources, and the resolutions issued in pursuance thereof, shall apply.

Appointment and Functions of the CEO

Article (7)

- a. The CEO shall be appointed pursuant to a resolution of the Chairman of the Executive Council.
- b. The CEO shall supervise the work and activities of RERA in a manner that ensures the achievement of its objectives. In particular, the CEO shall have the duties and powers to:
 1. prepare the general policy and the strategic and development plans of RERA, submit the same to the Director General for approval, and follow up their implementation;
 2. prepare the organisational structure of RERA, and submit the same to the Director General for approval in preparation for final approval by the Executive Council;
 3. propose the projects, initiatives, activities, and programmes that contribute to the achievement of the objectives of RERA and that enable RERA to exercise its functions; and submit the same to the Director General for approval;
 4. submit periodic reports to the Director General on the work and performance outcomes of RERA;
 5. propose the draft administrative and technical resolutions and bylaws regulating the work of RERA, and submit the same to the Director General for approval,
 6. supervise the work of the executive body of RERA; and
 7. exercise any other duties and powers assigned to him by the Director General.

Financial Resources of RERA
Article (8)

The financial resources of RERA shall consist of:

1. the support allocated to RERA in the budget of the DLD; and
2. any other resources approved by the Director General in accordance with the legislation in force.

Issuing Implementing Resolutions
Article (9)

The Chairman of the Executive Council shall issue the resolutions required for the implementation of the provisions of this Law.

Supersession and Repeals
Article (10)

- a. This Law supersedes the above-mentioned Law No. (16) of 2007.
- b. The DLD hereby succeeds RERA in exercising all the functions related to the registration of Lease Contracts and regulation of the relationship between Landlords and Tenants, and in exercising all other functions related to Lease Contracts, which are stipulated in the legislation in force in the Emirate.
- c. Any provision in any other legislation is hereby repealed to the extent that it contradicts the provisions of this Law.

Publication and Commencement
Article (11)

This Law shall be published in the Official Gazette and shall come into force on the day on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 4 September 2019
Corresponding to 5 Muhamarram 1441 A.H.

Decree No. (31) of 2016

Concerning
The Mortgage of Granted Land in
the Emirate of Dubai

Decree No. (31) of 2016
Concerning the
Mortgage of Granted Land in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (14) of 2008 Concerning Mortgage in the Emirate of Dubai;

Law No. (4) of 2011 Establishing the Mohammed bin Rashid Housing Establishment and its Implementing Bylaw;

Law No. (7) of 2013 Concerning the Land Department;

Decree No. (4) of 2010 Regulating the Transfer of Title to Granted Industrial and Commercial Land in the Emirate of Dubai;

The Order Issued on 14 May 1996 Authorising the Mortgage of Land Granted by the Government of Dubai for Which Title Deeds Are Issued by the Land Department;
The Instructions Issued on 20 September 1994 Concerning Land Granted by the Government to UAE Nationals in the Emirate of Dubai; and

The Instructions Issued on 5 June 1996 Concerning the Implementation of the Order Issued on 14 May 1996 Concerning the Mortgage of Granted Land,

Do hereby issue this Decree.

Definitions
Article (1)

The following words and expressions, wherever mentioned in this Decree, shall have the meaning indicated opposite each of them unless the context implies otherwise:
Emirate: The Emirate of Dubai.

Government : The Government of Dubai.
DLD : The Land Department.

MRHE : The Mohammed bin Rashid Housing Establishment.
Board of Directors : The board of directors of the MRHE.

Director General : The director general of the DLD.

Beneficiary : A natural or legal person who has a usufruct right to Granted Land.

Granted Residential Land : A land plot owned by the Government and granted to a Beneficiary for residential use.

Granted Commercial or Industrial Land

: A land plot owned by the Government and granted to a Beneficiary for commercial or industrial use.

Granted Residential Land, Granted Commercial or Industrial Land, or any other land granted by the Government.

: Granted Land mortgaged together with any buildings or structures thereon.

Mortgagor : A Beneficiary who has a usufruct right to Granted Land.

Mortgagee : A creditor who lends money to a Mortgagor against Granted Land provided as collateral.

Competent Entity : The competent entity in the Emirate in charge of licensing the construction of buildings and other structures.

Mortgage Authorisation and Conditions
Article (2)

- a. A Beneficiary is authorised to mortgage Granted Land in favour of any of the banks or financing institutions licensed to operate in the Emirate. This mortgage shall be legally valid and binding on both parties.
- b. For the mortgage referred to in paragraph (a) of this Article to be valid and legally effective, the following conditions must be met:
 1. the purpose of mortgaging the Granted Commercial or Industrial Land must be to invest the loan in exploiting the land for the purpose for which it is granted;
 2. the purpose of mortgaging the Granted Residential Land must be to invest the loan in the maintenance, expansion, construction, or reconstruction of an existing building;
 3. the mortgage must be registered in accordance with the rules and procedures stipulated in the above-mentioned Law No. (14) of 2008; and
 4. any other conditions prescribed, in coordination with the MRHE, by the DLD pursuant to a resolution issued by the Director General in this regard.

Registration of Mortgages

Article (3)

- a. The DLD may not register any mortgage that does not meet the conditions stipulated in paragraph (b) of Article (2) of this Decree.
- b. When registering the mortgage of Granted Land, the DLD must ensure that the mortgage agreement:
 1. stipulates that the loan be used to achieve the purpose for which the land is granted;
 2. is accompanied by a building permit submitted by the Mortgagor which is issued by the Competent Entity; and
 3. is accompanied by any other documents or information the DLD may require the Mortgagor to submit to verify the authenticity of the information included in the mortgage agreement and to ensure the implementation of such agreement.

Land Granted to Entities Affiliated to the Government and Real Property Developers

Article (4)

- a. The land granted to entities affiliated to the Government, or to companies in which the Government or its affiliated entities hold at least fifty percent (50%) of the capital, may be mortgaged without any conditions or limitations.
- b. The land granted to Real Property developers for the purpose of Real Property development is granted on a freehold basis and may be mortgaged or disposed of in any manner whatsoever without any conditions or limitations.

Pledging the Income of Real Property Constructed on Granted Commercial or Industrial Land

Article (5)

- a. Notwithstanding the provisions of Article (2) and Article (4) of this Decree, the income of the Real Property constructed on Granted Commercial or Industrial Land may be pledged, exclusive of the land, in favour of any of the banks or financing institutions licensed to operate in the Emirate. In this case, the pledgee shall manage the Real Property and collect its income until repayment of the loan, or as agreed by both parties.
- b. For the purpose of implementing the provisions of paragraph (a) of this Article, the DLD shall create an entry on the registry folio of the Granted Commercial or Industrial Land to denote that the income of the Real Property constructed on that land is pledged in favour of the pledgee.

Procedures for Foreclosure on Mortgaged Land

Article (6)

Where a Mortgagor or his successor fails to perform his obligations under the mortgage agreement, the Mortgagee or his successor may initiate foreclosure proceedings on the Mortgaged Land and the sale of the same at public auction under the supervision of the DLD and in accordance with its adopted procedures, provided that the Mortgagor or his successor is served a notice, through the notary public, at least thirty (30) days before the commencement of foreclosure proceedings, to perform his obligations.

Hearing Claims Relating to Mortgaged Land

Article (7)

- a. Courts shall hear any applications or claims relating to the mortgage of Granted Land.
- b. Where a Mortgagor or his successor defaults on repayment of his debt within the grace period prescribed in Article (6) hereof, the execution judge shall issue, upon the Mortgagee's request, a foreclosure order in respect of the mortgaged Real Property in order to sell the same at public auction in accordance with the relevant procedures adopted by the DLD.

Payment of Mortgaged Land Foreclosure Proceeds

Article (8)

- a. Without prejudice to the rights of the MRHE as a preferential creditor, the Mortgagor's debts shall be paid from the proceeds of the foreclosure sale of the Mortgaged Land after deducting the following amounts:
 1. court fees and costs;
 2. the fees and costs of the sale of the Mortgaged Land at public auction and fees and costs for the registration of the sale with the DLD; and
 3. the fees payable in accordance with the above-mentioned Law No. (4) of 2010 for the transfer of title to industrial and commercial land, where these fees have not been paid upon the registration of the mortgage.
- b. The balance of the price of sale of Granted Commercial or Industrial Land at public auction, if any, shall be paid to the Mortgagor.
- c. The balance of the price of sale of Granted Residential Land at public auction, if any, shall be paid towards the purchase of a house that shall be registered as a grant in the name of the Beneficiary or towards providing him with any other Housing Services as the MRHE deems appropriate. However, if the remaining amount is not sufficient to purchase a house, that amount shall be paid to the Mortgagor.

Sale of Granted Residential Land
Article (9)

Notwithstanding the provisions of Article (6) hereof and where a Mortgagor or his successor defaults on repayment of his debts, Granted Residential Land may not be sold without first obtaining the approval of the Board of Directors. This approval shall be granted in accordance with the relevant rules and conditions adopted by the Board of Directors.

Mortgage Validity
Article (10)

All mortgages registered with the DLD on the land granted by the effective date of this Decree are hereby deemed valid and effective.

Invalidity of Violating Dispositions
Article (11)

Any disposition or agreement concluded in breach of the provisions of this Decree shall be null and void, shall have no legal effect, and may not be registered with the DLD.

Issuing Implementing Resolutions
Article (12)

The Director General shall issue the resolutions required for the implementation of the provisions of this Decree.

Repeals
Article (13)

The above-mentioned Order issued on 14 May 1996 and the instructions issued in implementation thereof on 5 June 1996 are hereby repealed. Any provision in any other legislation shall also be repealed to the extent that it contradicts the provisions of this Decree.

Commencement and Publication
Article (14)

This Decree comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 1 November 2016
Corresponding to 1 Safar 1438 A.H.

A decorative graphic in the top left corner consists of several thin, curved lines in a light gold or beige color. These lines are arranged in a way that suggests a sense of depth and movement, resembling waves or architectural structures like a mosque's minaret. They are set against a white background.

Executive Council Resolution No. (37) of 2015

Regulating the Real Property

**Valuation Profession in
the Emirate of Dubai**

**Executive Council Resolution No. (37) of 2015
Regulating the Real Property
Valuation Profession in the Emirate of Dubai**

We, Hamdan bin Mohammed bin Rashid Al Maktoum, Crown Prince of Dubai, Chairman of the Executive Council,

After perusal of:

Law No. (9) of 2004 Concerning the Dubai International Financial Centre and its amendments;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency;

Law No. (14) of 2009 Concerning the Pricing of Government Services in the Emirate of Dubai and its amendments;

Law No. (35) of 2009 Concerning Management of the Public Funds of the Government of Dubai and its amendments;

Law No. (7) of 2013 Concerning the Land Department;

Decree No. (22) of 2009 Concerning Special Development Zones in the Emirate of Dubai;

Executive Council Resolution No. (25) of 2009 Approving the Fees and Fines of the Real Estate Regulatory Agency;

Executive Council Resolution No. (30) of 2013 Approving the Fees of the Land Department; and

The legislation establishing and regulating free zones in the Emirate of Dubai,

Do hereby issue this Resolution.

**Definitions
Article (1)**

The following words and expressions, wherever mentioned in this Resolution, shall have the meaning indicated opposite each of them unless the context implies otherwise:

UAE	: The United Arab Emirates.
Emirate	: The Emirate of Dubai.
DLD	: The Land Department.
RERA	: The Real Estate Regulatory Agency.
Director General	: The director general of the DLD.
Real Property Valuation	: Estimation of the market value of specific Real Property on a specific date and for a specific purpose, based on its location,

Profession	characteristics, specifications, and other factors that may affect its value.
Firm	: The Real Property Valuation profession.
Valuer	: A company or sole proprietorship authorised to practise the Profession in the Emirate.
Trainee Valuer	: A natural person registered on the Roll to practise the Profession in the Emirate through a Firm or through a licensed bank or financial institution.
Authorisation	: A natural person registered on the Roll and authorised to receive training to practise the Profession.
Roll	: A document issued by RERA that authorises a Firm to practise the Profession in the Emirate upon fulfilment by that Firm of the conditions and requirements stipulated herein.
Real Property Valuation Book	: A paper or electronic record maintained by RERA on which Valuers and Trainee Valuers, who meet the conditions and requirements stipulated herein, are registered.

Real Property Valuation Book: The book issued by the DLD that contains the standards of Real Property Valuation.

**Scope of Application
Article (2)**

The provisions of this Resolution shall apply to any person who practises the Profession in the Emirate, including Special Development Zones and free zones such as the Dubai International Financial Centre. This Resolution shall not apply to Government entities and the practitioners of the Profession employed by these entities.

**Functions of RERA
Article (3)**

For the purposes of this Resolution, RERA shall have the duties and powers to:

1. determine applications for registration, renewal of registration, and reinstatement of Valuers; for registration of Trainee Valuers on the Roll; and for variation of their details in the Roll, in accordance with the relevant adopted conditions and requirements;
2. determine applications for Authorisations and renewal of Authorisations of companies and sole proprietorships wishing to practise the Profession;
3. consider and investigate complaints filed against persons practising the Profession and Trainee Valuers, and take the necessary action in respect thereof;
4. issue identification cards to Valuers;

5. conduct studies on the practice of the Profession in the Emirate with a view to developing it;
6. supervise, audit, and inspect the activities of persons practising the Profession to ensure their compliance with this Resolution and with the terms of their registration or Authorisation;
7. supervise the training and qualification of Valuers and Trainee Valuers;
8. establish principles, ethics, and traditions of the Profession;
9. prepare the forms required for the implementation of the provisions of this Resolution;
10. create the Roll and determine its form and the data and information that must be entered therein; and
11. perform any other duties required for the regulation of the Profession in the Emirate.

Practising the Profession Article (4)

- a. No natural person may practise the Profession in the Emirate without being registered on the Roll.
- b. No private legal person may practise the Profession in the Emirate without being so authorised by RERA.
- c. No Firm, bank, or financial institution in the Emirate may employ or hire any person as a valuer unless he is registered on the Roll.
- d. A Valuer working for a bank or a financial institution is prohibited from providing Real Property Valuation services to any party other than the bank or financial institution for which he works.

Registration Requirements Article (5)

To be registered on the Roll as a Valuer, an applicant must:

1. be a UAE national;
2. be of full capacity;
3. be of good conduct and repute and not have been sentenced for a felony or other crime affecting honour or trustworthiness, unless he has been rehabilitated or pardoned by the competent authorities;
4. be a holder of the academic qualifications and training certificates determined pursuant to the relevant resolution of the Director General;
5. have work experience of no less than two (2) years in the field of Real Property Valuation, or have completed the training period prescribed under this Resolution;

6. pay the fees prescribed under this Resolution; and
7. meet any other requirements determined by the relevant resolutions issued by the DLD.

Exemption from Registration Requirements Article (6)

- a. Natural persons practising the Profession in the Emirate prior to the effective date of this Resolution shall be exempted from compliance with the provisions of sub-paragraphs (4) and (5) of Article (5) of this Resolution.
- b. Notwithstanding the provisions of sub-paragraph (1) of Article (5) of this Resolution, RERA may register on the Roll a non-UAE national as a Valuer, provided that he has, in addition to meeting other registration requirements, work experience of no less than five (5) consecutive years in the field of Real Property Valuation.

Registration Procedures Article (7)

Registration on the Roll shall be in accordance with the following procedures:

1. an application for registration on the Roll shall be submitted to RERA on the form prescribed for this purpose, supported by the documents required by RERA;
2. RERA shall consider the application and verify that the applicant meets all the requirements stipulated in this Resolution and the resolutions issued in pursuance hereof;
3. RERA shall determine the application in accordance with the conditions and requirements stipulated herein. RERA must notify the applicant of its relevant decision within ten (10) working days from the date of submitting the application that meets all conditions and requirements, and this decision must be reasoned where the application is rejected; and
4. RERA shall issue identification cards to persons registered on the Roll. The form of these cards and the information that must be included therein shall be determined by a resolution of the Chief Executive Officer of RERA.

Validity of Registration Article (8)

Registration of Valuers shall be valid for a period of one (1) year, renewable for the same period. A renewal application must be submitted within thirty (30) days prior to the date of expiry of the registration.

Trainee Valuer

Article (9)

- a. An application for registration as a Trainee Valuer shall be submitted to RERA on the form prescribed for this purpose, supported by all required documents, including a training undertaking issued by a Firm confirming its approval to train the applicant.
- b. The Firm that provides training to practise the Profession must have a Valuer who has work experience of no less than five (5) years in the Emirate.
- c. Firms shall be liable towards third parties for the acts of their Trainee Valuers throughout their training period.
- d. RERA may require a Firm to simultaneously train a maximum of three (3) Trainee Valuers. This Firm must provide RERA with a biannual report on the punctuality and commitment of Trainee Valuers, and their compliance with the training requirements; and must provide RERA with a detailed report on each Trainee Valuer at the end of the training period.

Training Period

Article (10)

The training period of a Trainee Valuer is one (1) year commencing from the date of his registration on the Roll. The training Firm must notify RERA where the Trainee Valuer is absent for more than thirty (30) consecutive days or forty (40) non-consecutive days during the training year in order for RERA to verify the reasons of absence. Where the absence is proved to be for no valid reason, RERA shall strike the Training Valuer off the Roll.

Authorisation Issuing Requirements

Article (11)

A person applying for an Authorisation must:

1. be a UAE national;
2. be a Valuer, or employ a Valuer to manage the company or sole proprietorship to be granted the Authorisation;
3. pay the fees prescribed under this Resolution; and
4. meet any other requirements determined by the relevant resolutions issued by the DLD.

Validity of Authorisation

Article (12)

An Authorisation shall be valid for a period of one (1) year, renewable for the same period. A renewal application must be submitted within thirty (30) days prior to the date of expiry of the Authorisation validity.

Authorisation Issuing Procedures

Article (13)

An Authorisation shall be issued in accordance with the following procedures:

1. an applicant wishing to practise the Profession shall submit an application for a commercial licence to the competent commercial licensing authority in the Emirate, in accordance with the relevant legislation and procedures adopted by it;
2. the commercial licensing authority shall refer the application to RERA for technical consideration and for verification that it meets the conditions and requirements adopted for issuing the Authorisation;
3. RERA shall determine an application that meets all conditions and requirements within ten (10) working days from the date of referral of the application, and its decision must be reasoned where the application is rejected;
4. following the issuance of an Authorisation, the competent commercial licensing authority shall complete the procedures for issuing the trade licence; and
5. following the issuance of an Authorisation, RERA shall enter all the basic details of the Firm, including its address, owner, and manager, as well as the Valuers employed therein, on the database maintained by RERA for this purpose.

Opening Branches of Firms

Article (14)

Upon the request of a Firm, RERA may approve the opening of branches for the Firm within the Emirate. The request for opening a branch shall be determined subject to the requirements prescribed by the relevant resolution of the Director General.

Contents of Real Property Valuation Reports

Article (15)

A Valuer must prepare a report on all Real Property Valuations he performs, and this report must contain:

1. the name of the entity requesting the Real Property Valuation;
2. the purpose of the Real Property Valuation;
3. description of the Real Property subject of the Real Property Valuation, supported by a plan of the land plot on which it is constructed;
4. the basis for valuation, namely the market value of the Real Property calculated in accordance with the standards stipulated in the Real Property Valuation Book;
5. the date of the Real Property Valuation;
6. the relationship between the Valuer and the entity requesting the Real Property Valuation;
7. the assumptions, if any, that the Valuer relied on or adopted for completing his work in accordance with the standards stipulated in the Real Property Valuation Book;
8. a reference that the report was prepared in accordance with the Real Property Valuation Book;
9. the value of the Real Property subject of the Real Property Valuation in figures and in words;
10. the name and signature of the Valuer and the number of his registration on the Roll;
11. the plans and documents based on which the Real Property Valuation report is prepared, such as the site plan issued by competent entities in the Emirate, Real Property photos, completion certificate, and lease contracts; and
12. any other information determined pursuant to the relevant resolutions issued by the DLD.

Obligations of Persons Practising the Profession

Article (16)

A person practising the Profession in the Emirate must:

1. comply with the principles of honesty and integrity, and the code of ethics of the Profession approved by RERA for this purpose;
2. observe accuracy and the principles and traditions of the Profession while performing his duties;
3. maintain the confidentiality of the data or information to which he may have access in the course of conducting Real Property Valuation;
4. comply with the requirement that a Valuer must include his name and number of

- registration on the Roll in all correspondence, certificates, and reports he issues;
5. prepare work reports for all Real Property Valuation assignment performed and send a summary of these reports to RERA through the relevant means approved by RERA;
6. observe the ethics of the Profession in dealing with colleagues, and refrain from unfairly competing with them or criticising their work in public;
7. keep paper or electronic record of every Real Property Valuation assignment performed, in which copies of the written reports, correspondence, and memoranda related to this assignment are included;
8. maintain the records, reports, and files of all valued Real Property for at least five (5) years after completion of the valuation assignment or from the date of delivery of the final report. The Director General shall determine the types of these records and the information that must be entered therein;
9. comply with the form and other basic requirements of the Real Property Valuation report; include the mandatory information of the Real Property and the rights attached to it in that report; and deliver the same to the party requesting the Real Property Valuation;
10. comply with the Real Property Valuation standards and methods stipulated in the Real Property Valuation Book;
11. not engage any person who is not registered on the Roll to perform Real Property Valuations;
12. comply with the requirement that no Firm owner may own more than one Firm in the Emirate;
13. comply with the requirement that a Valuer must practise the Profession through a Firm, a bank, or a financial institution;
14. comply with the requirement that no Valuer may work for more than one Firm in the Emirate; and
15. meet any other obligations determined pursuant to the relevant resolutions issued by the DLD.

Real Property Valuation Agreement

Article (17)

- a. A Firm must conclude a Real Property Valuation agreement with the entity requesting the Real Property Valuation. This agreement must provide for the rights and obligations of the parties and must, in particular, state:
 1. the Real Property to be valued;
 2. the purpose of the Real Property Valuation;
 3. the period of completion of the Real Property Valuation; and

4. the financial consideration for performing the Real Property Valuation.
- b. If a dispute arises between a Firm and an entity that requests Real Property Valuation in relation to the Real Property Valuation agreement, RERA shall have the authority to consider this dispute through a committee to be formed pursuant to a resolution issued by the Director General in this respect.

Entering Real Property Article (18)

In the event that the work of a Valuer requires him to enter the Real Property subject of the Real Property Valuation, the Valuer must notify the occupant of the Real Property or his agent in advance, and must agree with him on an appropriate time to enter and inspect the Real Property. The Valuer must also determine the data and information that must be provided to him in order to complete the Real Property Valuation.

Obtaining Licences Article (19)

An Authorisation issued to a Firm pursuant to this Resolution does not exempt that Firm from obtaining any other licences required by the concerned Government entities in the Emirate.

Fees Article (20)

In return for issuing Authorisations, registration on the Roll, and other services rendered by RERA pursuant to this Resolution, RERA shall collect the fees set forth in Schedule (1) attached hereto.

Violations and Administrative Penalties Article (21)

- a. Without prejudice to any stricter penalty stipulated in any other resolution, a person who commits any of the acts stipulated in Schedule (2) attached hereto shall be punished by the fine indicated opposite that act.
- b. Upon repetition of the same violation within one (1) year from the date of the previous violation, the amount of the fine referred to in paragraph (a) of this Article shall be doubled. A fine must not exceed two hundred thousand Dirhams (AED 200,000.00).

- c. In addition to the penalty of a fine referred to in paragraph (a) of this Article, RERA may take one or more of the following measures against a violator:
 1. suspend the violator from practising the Profession for a period not exceeding six (6) months;
 2. require the violator to attend training or qualification courses for the periods and subject to the conditions determined by RERA in this regard;
 3. strike the violator off the Roll; and/ or
 4. revoke the violator's Authorisation.

Law Enforcement Article (22)

RERA employees nominated pursuant to a resolution of the Director General shall have the capacity of law enforcement officers to record the acts committed in breach of the provisions of this Resolution and the resolutions issued in pursuance hereof. In this capacity, they may issue the necessary violation reports, and, where necessary, seek assistance from police personnel.

Grievance Article (23)

Any affected party may submit a written grievance to the Director General against any decision or measure taken against him under this Resolution within thirty (30) days from the date of being notified of the contested decision or measure. The grievance shall be determined, within thirty (30) days from the date of its submission, by a committee formed by the Director General for this purpose, and the decision issued in respect of the grievance shall be final.

Reinstatement on the Roll Article (24)

The Director General may reinstate any person who is struck off the Roll, provided that this person meets the requirements for registration on the Roll and that two (2) years from the date of striking him off the Roll have elapsed.

Payment of Fees and Fines
Article (25)

Fees and fines collected pursuant to this Resolution shall be paid to the Public Treasury of the Government of Dubai.

Compliance
Article (26)

Any person who practises the Profession in the Emirate, including those employed by sole proprietorships, companies, and financial and banking institutions, by the effective date of this Resolution must comply with its provisions within one (1) year from that effective date. The Director General may extend this grace period once for the same period.

Repeals
Article (27)

Any provision in any other resolution shall be repealed to the extent that it contradicts the provisions of this Resolution.

Issuing Implementing Resolutions
Article (28)

The Director General shall issue the resolutions required for the implementation of the provisions of this Resolution.

Publication and Commencement
Article (29)

This Resolution shall be published in the Official Gazette and shall come into force on the day on which it is published.

Hamdan bin Mohammed bin Rashid Al Maktoum
Crown Prince of Dubai

Chairman of the Executive Council
Issued in Dubai on 17 August 2015
Corresponding to 2 Thu al-Qidah 1436 A.H.

Schedule (1)
Fees

SN	Description	Fee (in Dirhams)
1	Issuing a new Authorisation or renewal of an Authorisation	10,000,00
2	Issuing an approval to open a branch of a Firm in the Emirate	10,000,00
3	Registration, renewal of registration, or reinstatement of a Valuer on the Roll	5,000,00
4	Registration of a Trainee Valuer on the Roll	500,00
5	Variation of the details of registration on the Roll	200,00
6	Variation of the details of an Authorisation	500,00
7	Issuing a replacement for a lost or damaged identification card of a Valuer or a lost or damaged Authorisation	100,00

Schedule (2)
Violations and Fines

SN	Description	Fee (in Dirhams)
1	Practising the Profession in the Emirate by a natural person who is not registered on the Roll	20,000,00
2	Practising the Profession in the Emirate by a private legal person without an Authorisation	30,000,00
3	Engaging by a Firm of any person who is not registered on the Roll to practise the Profession	10,000,00
4	Submitting false documents or information for registration on the Roll or for obtaining an Authorisation	10,000,00
5	Practising the Profession after expiry of the Authorisation without a reason acceptable to RERA	AED 5,000,00 per month of delay, up to AED 50,000,00. A part of a month shall be rounded up to a full month.
6	Practising the Profession after expiry of the registration on the Roll without a reason acceptable to RERA	AED 500,00 per month of delay, up to AED 5,000,00. A part of a month shall be rounded up to a full month.
7	Failure to comply with the obligations stipulated in Article (16) of this Resolution	5,000,00
8	Obstructing the work of RERA employees	5,000,00
9	Refusal by a Firm to train a Trainee Valuer without a valid reason, failure to provide a Trainee Valuer with proper training, or failure to send reports on the Trainee Valuer to RERA	5,000,00
10	Committing any other act that constitutes a violation of the provisions of this Resolution other than the acts stated above in this Schedule	2,000,00

Law No. (7) of 2013

Concerning the Land Department

**Law No. (7) of 2013
Concerning the Land Department**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,
After perusal of:

The Declaration issued on 24 January 1960 Establishing the Tabou (Land) Department;
Law No. (7) of 1997 Concerning Land Registration Fees and its amendments;
Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;
Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;
Law No. (27) of 2006 Concerning Management of the Government of Dubai Human Resources and its amendments;
Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;
Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai and its amendments;
Law No. (27) of 2007 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai; and
Law No. (9) of 2009 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments,

Do hereby issue this Law.

**Title of the Law
Article (1)**

This Law shall be cited as "Law No. (7) of 2013 Concerning the Land Department".

**Definitions
Article (2)**

The following words and expressions, wherever mentioned in this Law, shall have the meaning indicated opposite each of them unless the context implies otherwise:
Emirate: The Emirate of Dubai.

Ruler : His Highness the Ruler of Dubai.
Government : The Government of Dubai.
Executive Council : The Executive Council of the Emirate of Dubai.
DLD : The Land Department.

Chairman : The chairman of the DLD.
Director General : The director general of the DLD.
Real Property Activities : All material acts and legal dispositions related to the development, sale, purchase, registration, regulation, valuation, and leasing of Real Property in the Emirate, as well as other Real Property activities and services performed, regulated, or supervised by the DLD and its affiliated entities.

**Scope of Application
Article (3)**

The provisions of this Law shall apply to the Land Department established pursuant to the above-mentioned Declaration issued on 24 January 1960.

**Head Office of the DLD
Article (4)**

The head office of the DLD shall be located in the Emirate, and the DLD may establish branches and offices within the Emirate.

**Objectives of the DLD
Article (5)**

In its capacity as the Government entity in the Emirate responsible for regulating and registering Real Property and promoting Real Property investment, the DLD shall have the following objectives:

1. to create a world-class pro-investment Real Property environment;
2. to achieve the strategic goals of the Government in the Real Property sector;
3. to keep up with the latest international Real Property registration systems;
4. to improve the effectiveness of the Real Property regulation and control in the Emirate;
5. to manage and develop the Real Property rental sector in the Emirate;
6. to update and develop Real Property registration systems to be consistent with the latest international systems in this field;
7. to encourage investment in Real Property through creating a favourable environment for Real Property investors;
8. to increase the contribution of the Real Property sector to the comprehensive development in the Emirate; and
9. to plan and develop an integrated strategy for Real Property development in the Emirate to achieve excellence at the international level.

Functions of the DLD

Article (6)

In addition to the functions assigned to it pursuant to the legislation in force, the DLD shall have the duties and powers to:

1. set, and follow up the implementation of, the policies and strategies related to implementing the Dubai Strategic Plan with respect to developing and regulating the Real Property sector in the Emirate;
2. register Real Property through updating and developing Real Property registration systems of the DLD to be consistent with the latest international systems in this field;
3. regulate Real Property activities through setting the rules regulating the Escrow Accounts for Real Property Development, Real Property brokerage offices, and joint ownership;
4. encourage investment in Real Property through providing investors with information and data on Real Property investment opportunities in the Emirate;
5. propose the initiatives and policies required for achieving the objectives of the DLD, particularly those related to Real Property promotion and investment in the Emirate;
6. propose the legislation regulating the Real Property sector in the Emirate, conduct post-application evaluation of such legislation, regulate the relationship between Landlords and Tenants, and register Lease Contracts of Real Property Units;
7. license and supervise Real Property activities in the Emirate and monitor those engaging in them;
8. set, in cooperation and coordination with the competent entities, the appropriate measures that ensure the protection and stability of the Real Property market in the Emirate;
9. undertake Real Property promotion within and outside of the Emirate through organising and participating in local, regional, and international Real Property conferences, events, and exhibitions;
10. consider requests of Real Property investors to obtain the benefits prescribed pursuant to the legislation and the policies adopted by the DLD;
11. prepare and issue reports and studies specialised in the Real Property market and in increasing awareness in that market, prepare bulletins and data to support these studies, and provide decision-makers with the findings of these studies to benefit from them in setting and implementing the Government policies and programmes;
12. provide information and data to investors on Real Property investment opportunities in the Emirate;
13. provide Real Property valuation services;

14. conduct land surveys and re-surveys and issue maps thereof;

15. disseminate Real Property knowledge through preparing and implementing various Real Property training programmes to qualify those working on the Real Property market, including Developers, Real Property brokers, and other Persons engaging in Real Property activities in the Emirate, and prepare and conduct informative and awareness-raising programmes on the rights and duties of those involved in the Real Property sector;
16. provide specialised Real Property consultations for Real Property Developers, brokers, investors and others;
17. prepare and implement programmes and projects that contribute to promoting the role of UAE nationals and encouraging them to work in the Real Property sector;
18. organise Real Property seminars, workshops, and conferences that aim to discuss issues related to the Real Property market, and propose appropriate solutions for them;
19. assess the performance of the entities affiliated to the DLD and ensure that they perform the duties and services assigned to them;
20. prepare, develop, and periodically update a unified central database for the Real Property Activities in the Emirate; and make the data accessible to serve the objectives and purposes of planning and decision-making;
21. form Real Property councils and groups, and advisory committees, comprising Persons with expertise in the various areas related to Real Property to provide the DLD with opinions and advice on issues referred to it; and
22. perform any other duties required for the achievement of the objectives of the DLD.

Chairman of the DLD

Article (7)

- a. A Chairman shall be appointed to the DLD pursuant to a decree issued by the Ruler.
- b. The Chairman shall undertake the general supervision of the DLD and make decisions he deems appropriate to achieve its objectives. In particular, the Chairman may:
 1. approve the general policy and strategic plans of the DLD and its affiliated entities;
 2. approve the organisational structure of the DLD and its affiliated entities;
 3. approve the draft annual budget and financial statements of the DLD;
 4. approve the fees and charges for the services provided by the DLD and its affiliated entities; and
 5. perform any other duties or exercise any other powers related to the work of the DLD and assigned to him by the Ruler.
- c. The Chairman may delegate any of the powers vested in him pursuant to this Law or any other legislation to the Director General.

Director General

Article (8)

- a. A Director General shall be appointed to the DLD pursuant to a decree issued by the Ruler.
- b. The Director General shall undertake the supervision of the administrative, technical, and financial affairs of the DLD, and shall represent it before third parties. In particular, he may:
 1. propose the general policy and strategic plans of the DLD and its affiliated entities, and supervise the implementation of these policies and plans upon being approved;
 2. propose the organisational structure of the DLD and its affiliated entities;
 3. approve the bylaws and resolutions regulating the administrative, financial, and technical work of the DLD and its affiliated entities;
 4. propose the annual draft budget of the DLD and prepare its financial statements;
 5. propose the fees and charges for the services provided by the DLD and its affiliated entities;
 6. supervise the work of the executive body of the DLD and its affiliated entities;
 7. supervise the work of the executive directors of the DLD affiliated entities, and their implementation of the strategic and operational plans of their respective entities; and
 8. perform any other duties assigned to him by the Chairman.

Executive Body of the DLD

Article (9)

The executive body of the DLD shall be comprised of a number of administrative and technical Employees. Law No. (27) of 2006 Concerning Management of the Government of Dubai Human Resources and its amendments shall apply to these Employees.

DLD Affiliated Entities

Article (10)

- a. Specialised entities working in areas related to regulating, conducting, and developing Real Property Activities in the Emirate may be affiliated to the DLD.
- b. The DLD may, in accordance with its needs and the work requirements of its affiliated entities, propose redefining the goals and objectives of these entities, or dissolving or merging them. These proposals shall be submitted to the competent authorities for approval.

- c. The DLD affiliated entities must implement the adopted plans and policies, and must submit periodic reports to the Director General on their work and programmes as well as the statistics, studies, and information available to these affiliated entities.

Fees

Article (11)

In return for registering Real Property dispositions and providing other services, the DLD shall collect the fees determined pursuant to the relevant resolution of the Chairman of the Executive Council.

Financial Resources of the DLD

Article (12)

The financial resources of the DLD shall consist of:

1. the support allocated to the DLD in the general budget of the Government;
2. the fees and charges for the services provided by the DLD; and
3. any other resources approved by the Executive Council.

Accounts and Financial Year of the DLD

Article (13)

In regulating its accounts and records, the DLD shall follow the government accounting rules and standards. The financial year of the DLD shall commence on 1 January and shall end on 31 December of each year.

Issuing Implementing Resolutions

Article (14)

The Chairman of the Executive Council shall issue the resolutions required for the implementation of the provisions of this Law.

Repeals

Article (15)

The Declaration issued on 24 January 1960 Establishing the Tabou (Land) Department and Law No. (7) of 1997 Concerning Land Registration Fees are hereby repealed. Any provision in any other legislation shall also be repealed to the extent that it contradicts the provisions of this Law.

Commencement and Publication
Article (16)

This Law comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 18 September 2013
Corresponding to 13 Thu al-Qidah 1434 A.H.

Decree No. (43) of 2013

Determining
Rent Increase for Real Property in the
Emirate of Dubai

Decree No. (43) of 2013

Determining

Rent Increase for Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (9) of 2004 Concerning the Dubai International Financial Centre and its amendments;

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency;

Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai and its amendments;

Decree No. (22) of 2009 Concerning Special Development Zones in the Emirate of Dubai;

Decree No. (2) of 2011 Concerning Real Property Rent in the Emirate of Dubai;

Decree No. (26) of 2013 Concerning the Rental Disputes Settlement Centre in the Emirate of Dubai; and

The legislation regulating free zones in the Emirate of Dubai,

Do hereby issue this Decree.

Percentages of Increase

Article (1)

When renewing Real Property Lease Contracts, the maximum percentage of Rent increase for Real Property in the Emirate of Dubai shall be as follows:

- a. no Rent increase, where the Rent of the Real Property unit is up to ten percent (10%) less than the average rental value of similar units;
- b. five percent (5%) of the Rent of the Real Property unit, where the Rent is eleven percent (11%) to twenty percent (20%) less than the average rental value of similar units;
- c. ten percent (10%) of the Rent of the Real Property unit, where the Rent is twenty-one percent (21%) to thirty percent (30%) less than the average rental value of similar units;
- d. fifteen percent (15%) of the Rent of the Real Property unit, where the Rent is thirty-one percent (31%) to forty percent (40%) less than the average rental value of similar units; or
- e. twenty percent (20%) of the Rent of the Real Property Unit, where the Rent is more than forty percent (40%) less than the average rental value of similar units.

Scope of Application

Article (2)

This Decree shall apply to Landlords, whether private or public entities, in the Emirate of Dubai, including those in Special Development zones and free zones such as the Dubai International Financial Centre.

Average Rental Value

Article (3)

For the purposes of application of Article (1) of this Decree, the average rental value of similar units shall be determined in accordance with the "Rent Index of the Emirate of Dubai" approved by the Real Estate Regulatory Agency.

Publication and Commencement

Article (4)

This Decree comes into force on the day on which it is issued, and shall be published in the Official Gazette.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 18 December 2013

Corresponding to 15 Safar 1435 A.H.



Decree No. (26) of 2013

Concerning

**The Rental Disputes Settlement Centre
in the Emirate of Dubai**

**Decree No. (26) of 2013
Concerning the
Rental Disputes Settlement Centre in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments;
Federal Law No. (11) of 1992 Issuing the Civil Procedures Code and its amendments;
Law No. (3) of 1992 Establishing the Dubai Courts and its amendments;
Law No. (6) of 1992 Establishing the Judicial Council and its amendments;
Law No. (2) of 2003 Concerning the Profession of Renting and Leasing Real Property in the Emirate of Dubai;
Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;
Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;
Law No. (27) of 2006 Concerning Management of the Government of Dubai Human Resources and its amendments;
Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai and its amendments;
Law No. (15) of 2009 Concerning Hearing Rental Disputes in Free Zones;
Decree No. (2) of 1993 Forming a Special Tribunal to Determine Disputes between Landlords and Tenants and its amendments;
Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai and its amendments; and
Local Order No. (1) of 2004 Concerning the Fees of the Rent Tribunal in the Emirate of Dubai,

Do hereby issue this Decree.

**Title of the Decree
Article (1)**

This Decree shall be cited as "Decree No. (26) of 2013 Concerning the Rental Disputes Settlement Centre in the Emirate of Dubai".

**Definitions
Article (2)**

The following words and expressions, wherever mentioned in this Decree, shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate	: The Emirate of Dubai.
Ruler	: His Highness the Ruler of Dubai.
Executive Council	: The Executive Council of the Emirate of Dubai.
Council	: The Judicial Council.
DLD	: The Land Department.
RDSC	: The Rental Disputes Settlement Centre in the Emirate.
Tribunal	: The tribunal formed at the First Instance Division or Appellate Division of the RDSC.
Rental Dispute	: A dispute that arises between a Landlord and a Tenant in relation to leasing or renting immovable property.

**Objectives of the Decree
Article (3)**

With a view to supporting sustainable development in the Emirate, this Decree aims to establish a specialised judicial system to hear Rental Disputes, and to develop the procedure for determination of such disputes through an expeditious and simple process for the purpose of realising social and economic stability for all Persons engaged in the Real Property rental sector and other related sectors.

**Scope of Application
Article (4)**

- a. The provisions of this Decree shall apply to the Special Tribunal to Determine Disputes between Landlords and Tenants formed pursuant to the above-mentioned Decree No. (2) of 1993.
- b. The name "Special Tribunal to Determine Disputes between Landlords and Tenants" is hereby replaced by the name "Rental Disputes Settlement Centre in the Emirate of Dubai".

Head Office of the RDSC

Article (5)

The RDSC shall have its head office in the DLD, and may establish other offices in the Emirate.

Jurisdiction of the RDSC

Article (6)

- a. The RDSC shall have the exclusive jurisdiction to:
 1. determine all Rental Disputes that arise between Landlords and Tenants of Real Property situated in the Emirate, including in free zones, and counterclaims arising therefrom, as well as determine applications for interim or urgent relief filed by any of the parties to a Lease Contract;
 2. determine appeals from the decisions and judgments that are subject to appeal in accordance with the provisions of this Decree and the regulations and resolutions issued in pursuance hereof; and
 3. enforce the decisions and judgments issued by the RDSC in the Rental Disputes that fall within its jurisdiction.
- b. The RDSC shall have no jurisdiction to hear the following Rental Disputes:
 1. Rental Disputes that arise within the free zones which have tribunals or special courts having jurisdiction to determine the Rental Disputes that arise within their boundaries;
 2. Rental Disputes that arise from a lease finance contract; and
 3. disputes that arise from long-term Lease Contracts governed by the above-mentioned Law No. (7) of 2006.

Organisational Structure of the RDSC

Article (7)

- a. The organisational structure of the RDSC shall consist of two (2) sectors: a judicial sector and an administrative sector.
- b. The judicial sector shall comprise the following divisions and organisational units:
 1. the Mediation and Conciliation Directorate;
 2. the First Instance Division;
 3. the Appellate Division; and
 4. the Judgment Enforcement Directorate.
- c. The administrative sector of the RDSC shall comprise a number of organisational units charged with the duty of providing technical and administrative support to the judicial sector.

Chairman of the RDSC

Article (8)

A chairman, who must be a judge whose grade is not lower than the grade of an appellate court judge, shall be appointed to the RDSC pursuant to a decree issued by the Ruler. The chairman shall undertake the supervision of the judicial sector of the RDSC and shall, in particular:

1. supervise the distribution of claims at the First Instance Division and the Appellate Division;
2. propose the regulations and resolutions for the purpose of regulating work in the judicial sector of the RDSC, including the fees and the charges for services provided by the RDSC; and
3. coordinate with all judicial and government entities with respect to all matters relating to the work of the RDSC in the judicial sector.

Secretary General of the RDSC

Article (9)

A secretary general shall be appointed to the RDSC pursuant to a resolution issued by the Director General of the DLD to undertake the supervision of the administrative sector of the RDSC and any other duties assigned or delegated to him by the chairman of the RDSC.

Mediation and Conciliation Directorate

Article (10)

- a. A Mediation and Conciliation Directorate shall be established in the RDSC with the power to amicably settle Rental Disputes in accordance with the rules adopted in this respect by the chairman of the RDSC, with the exception of the following:
 1. orders, applications, and claims which are urgent or interim; and
 2. claims that have been registered before the effective date of this Decree.
- b. The Mediation and Conciliation Directorate shall be comprised of a number of legal practitioners and experts to be appointed by the DLD.
- c. Rental Disputes submitted to the Mediation and Conciliation Directorate shall be heard and settled by a number of specialists working under the supervision of a judge seconded to work with the RDSC for this purpose.
- d. The Mediation and Conciliation Directorate shall hear a Rent Dispute submitted to it by summoning the parties or their representatives, reviewing the documents and related evidence, proposing a settlement to the parties, and reconciling their points of view for the purpose of reaching amicable settlement of the Rent Dispute.

- e. The time bar periods and limitation periods stipulated by the legislation in force shall be suspended from the date of registering the Rent Dispute with the Mediation and Conciliation Directorate.
- f. The Mediation and Conciliation Directorate shall seek to amicably settle the Rent Dispute within a period not exceeding fifteen (15) days from the date of appearance of the parties before it. This period may be extended for the same period or periods by a decision of the judge supervising the Mediation and Conciliation Directorate.
- g. Where settlement between the parties to the Rent Dispute is reached, this settlement shall be documented in a settlement agreement signed by the parties and approved by the judge supervising the Mediation and Conciliation Directorate. This agreement shall have the force of a writ of execution.
- h. The Mediation and Conciliation Directorate may, as it deems appropriate, seek assistance from experts and specialists to provide technical expertise in the matters submitted to it. The decision to seek assistance from an expert shall specify the scope of his assignment, the period required for completion of this assignment, his remuneration, and the party responsible for payment of that remuneration.
- i. A fee shall be charged for the registration of a Rent Dispute submitted to the Mediation and Conciliation Directorate in accordance with the fees prescribed for the registration of claims by the RDSC. One-half of the fee shall be refunded if amicable settlement is reached between the parties to the Rent Dispute.

Appointment of Chairs and Members of Tribunals

Article (11)

The chairs and members of the Tribunals that constitute the First Instance Division and Appellate Division shall be appointed pursuant to a resolution of the Chairman of the Council.

Taking the Oath

Article (12)

Before assuming their duties, members of Tribunals who are not judges shall take the following oath before the Chairman of the Council: "I swear by Allah the Almighty that I shall administer justice, respect the laws, and discharge my duties with integrity and honesty".

First Instance Division

Article (13)

- a. The First Instance Division shall be comprised of a sufficient number of Tribunals, each of which is formed of a chair and two (2) competent and experienced members specialised in law and Real Property. These Tribunals shall have the jurisdiction to determine the Rental Disputes referred to in Article (6) of this Decree. The chair of each Tribunal must be a judge, but the Chairman of the Council may appoint an experienced and specialised legal practitioner as the chair of any of these Tribunals.
- b. The chairman of the RDSC may designate one or more Tribunals within the First Instance Division to hear certain types of Rental Disputes depending on the nature of claims, or the location or nature of use of leased Real Property Units.

Appellate Division

Article (14)

The Appellate Division shall be comprised of a sufficient number of Tribunals, each of which is formed of two (2) judges and one (1) person known for his experience and expertise in Real Property. The chair of each Tribunal must be a judge. These Tribunals shall have jurisdiction to determine the appeals from decisions and judgments issued by the First Instance Division. Judgments of the Appellate Division shall be final and not subject to any form of appeal, and shall be enforced in accordance with the procedures and rules adopted by the RDSC.

Meetings of Tribunals

Article (15)

Meetings of Tribunals shall be valid if attended by all their members, and their decisions and judgments shall be issued in the name of the Ruler, unanimously or by majority vote.

Determining Claims

Article (16)

The Tribunals formed under the provisions of this Decree must determine the rental claims referred to them within a period not exceeding thirty (30) days from the date of referral of the claim file to them. This period may be extended for the same period in accordance with the rules and procedures adopted in this respect by the Chairman of the Council.

Appeals from Judgments of the First Instance Division

Article (17)

- a. Judgments of the First Instance Division shall be appealed to the Appellate Division, with the exception of judgments issued in rental claims whose value is less than one hundred thousand Dirhams (AED 100,000.00), which shall be final and not subject to any form of appeal.
- b. Judgments issued by the First Instance Division in claims whose value is less than the amount mentioned in paragraph (a) of this Article may be appealed in any of the following cases:
 1. where an eviction judgment is issued;
 2. where the judgment is issued in breach of the rules of jurisdiction;
 3. where the judgment grants relief that has not been requested by the parties or that exceeds what they have requested, or where the judgment fails to address any requests made by the parties;
 4. where the judgment is issued against a Person who was not duly represented in the claim, or where the service of the relevant summons was invalid;
 5. where the judgment is based on documents which are acknowledged as or judicially declared to be false after the judgment has been issued, or where the judgment is based upon a testimony that is judicially declared to be false after the judgment has been issued; or
 6. where a party to a contract conceals from the First Instance Division evidence or documents that would have changed the judgment.

Time Limit for Appeal of Judgments

Article (18)

- a. The time limit for appeal of a judgment issued by the First Instance Division is fifteen (15) days from the day following the date of the hearing in which the judgment was issued. Where the party against whom the judgment is issued has failed to appear in all hearings of the claim and failed to submit a statement of defence, the time limit for appeal shall commence from the date on which he is served with the judgment.
- b. To admit an appeal of a judgment issued by the First Instance Division in respect of financial claims, the judgment debtor must deposit half of the judgment amount with the RDSC until the appeal is determined. Notwithstanding the foregoing, the chairman of the RDSC may decide to admit the appeal without the deposit of that amount or upon payment of a part thereof.

Applicable Sources

Article (19)

Tribunals shall determine the Rental Disputes and appeals submitted to them by reference to:

1. the legislation in force in the Emirate;
2. the provisions of Islamic Sharia;
3. the principles of natural justice, equity, and fairness; and
4. custom, provided that such custom does not contradict the laws, public order, or public morals.

Operating Procedures of the RDSC

Article (20)

The Chairman of the Council shall issue regulations concerning the procedures and rules to be adopted by the RDSC in all matters relating to the registration, determination, and enforcement of claims and applications by the First Instance Division, the Appellate Division, the Mediation and Conciliation Directorate, or the Judgment Enforcement Directorate. Until these regulations are issued, the RDSC may be guided by the provisions of the procedural rules adopted by the Special Tribunal to Determine Disputes between Landlords and Tenants.

Enforcement of Judicial Judgments

Article (21)

All final and irrevocable judgments issued by the First Instance Division and the Appellate Division shall be enforced by the Judgment Enforcement Directorate of the RDSC. The chairman of the RDSC may seek assistance from the Enforcement Department of the Dubai Courts to enforce the judgments issued by the RDSC.

Appeals from Decisions and Judgments Issued before the Effective Date of this Decree

Article (22)

Subject to the provisions of Article (17) of this Decree, the decisions and judgments that were not enforced before the effective date of this Decree may be appealed within thirty (30) days from that effective date.

Fees
Article (23)

- a. In return for registering the claims and applications submitted to the RDSC and other services provided by it, the RDSC shall collect the fees determined pursuant to the relevant resolution of the Chairman of the Executive Council.
- b. The fees stipulated in the above-mentioned Local Order No. (1) of 2004 shall continue to apply until the Executive Council resolution referred to in paragraph (a) of this Article is issued.

Remuneration of the Members of Tribunals
Article (24)

The Chairman of the Council shall issue regulations concerning the financial remuneration that may be paid to chairs and members of Tribunals.

Automation and Use of Technology
Article (25)

The work of the RDSC, in the judicial and administrative sectors, shall be automated to ensure simplification of procedure and expeditious determination of Rental Disputes.

Providing Support to the RDSC
Article (26)

The DLD shall provide all necessary support to the RDSC to enable it to perform the functions assigned to it pursuant to this Decree, including providing office premises and administrative, financial, and technical support.

Financial Resources of the RDSC
Article (27)

The financial resources of the RDSC shall consist of:

1. the support allocated to the RDSC in the budget of the DLD; and
2. the fees and charges for the services collected by the RDSC with respect to claims, applications, transactions, and services provided by the RDSC.

Transitional Provisions
Article (28)

- a. Except for cases reserved for judgment, the RDSC shall hear and determine all claims and applications being heard by the effective date of this Decree by the Special Tribunal to Determine Disputes between Landlords and Tenants. These claims and applications shall be referred to the RDSC in their current state.
- b. All Employees of the Special Tribunal to Determine Disputes between Landlords and Tenants shall be transferred to the DLD as of the effective date of this Decree without prejudice to their existing rights. Law No. (27) of 2006 Concerning Management of the Government of Dubai Human Resources and its amendments shall apply to these Employees.

Repeals
Article (29)

- a. This Decree supersedes Law No. (15) of 2009 Concerning Hearing Rental Disputes in Free Zones and Decree No. (2) of 1993 Forming a Special Tribunal to Determine Disputes between Landlords and Tenants.
- b. Any provision in any other legislation shall be repealed to the extent that it contradicts the provisions of this Decree.

Issuing Implementing Resolutions
Article (30)

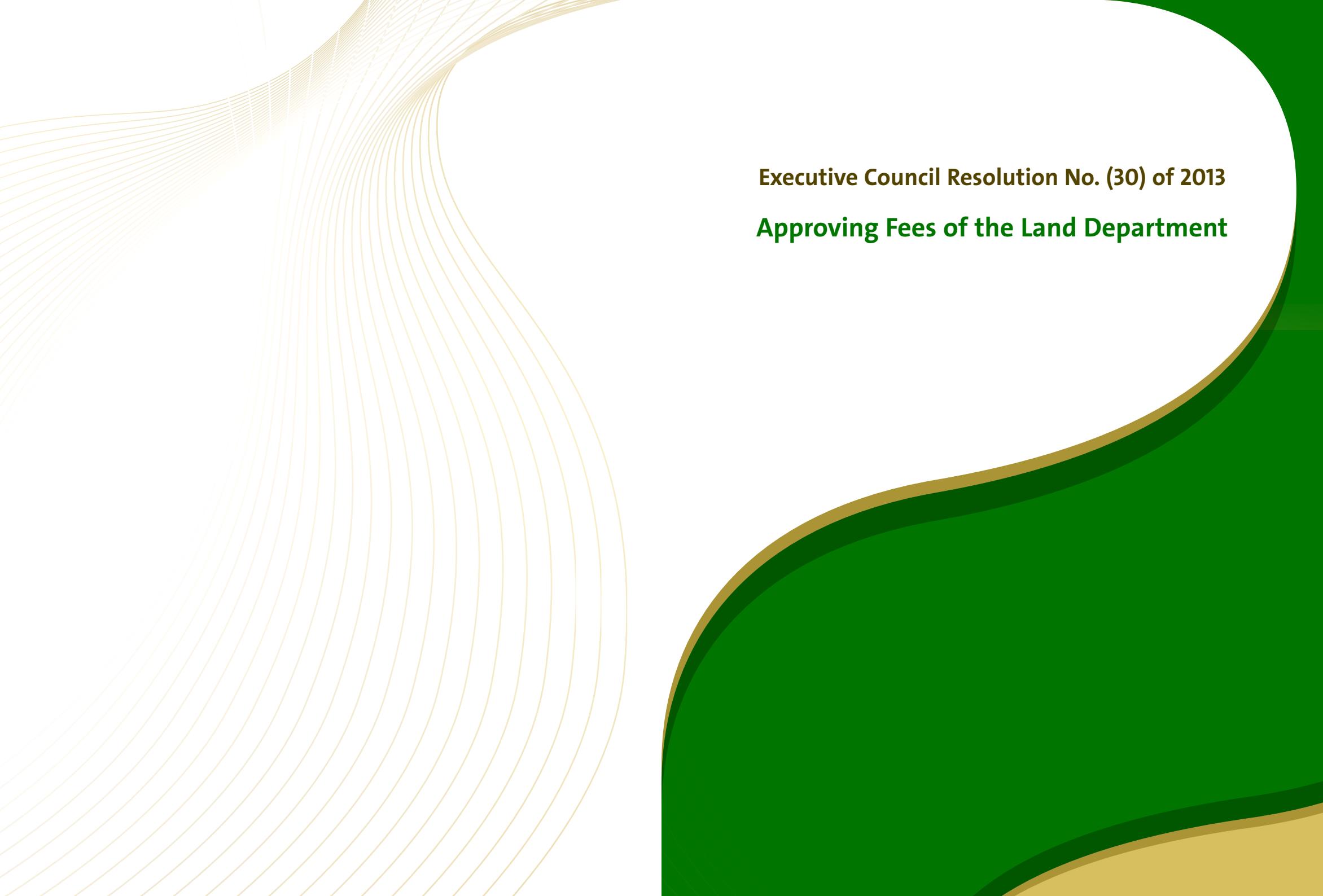
The Chairman of the Council shall issue the resolutions required for the implementation of the provisions of this Decree.

Publication and Commencement
Article (31)

This Decree shall be published in the Official Gazette and shall come into force sixty (60) days after the date of its publication.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 18 September 2013
Corresponding to 13 Thu al-Qidah 1434 A.H.



Executive Council Resolution No. (30) of 2013

Approving Fees of the Land Department

Executive Council Resolution No. (30) of 2013
Approving Fees of the Land Department

We, Hamdan bin Mohammed bin Rashid Al Maktoum, Crown Prince of Dubai, Chairman of the Executive Council,

After perusal of:

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (27) of 2007 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai;

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments;

Law No. (14) of 2009 Concerning the Pricing of Government Services in the Emirate of Dubai;

Law No. (35) of 2009 Concerning Management of the Public Funds of the Government of Dubai and its amendments;

Law No. (7) of 2013 Concerning the Land Department;

Decree No. (4) of 2010 Regulating the Transfer of Title to Granted Industrial and Commercial Land in the Emirate of Dubai; and

Executive Council Resolution No. (24) of 2006 Approving Fees for Real Property Transactions in the Emirate of Dubai,

Do hereby issue this Resolution.

Definitions
Article (1)

The following words and expressions, wherever mentioned in this Resolution, shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate

: The Emirate of Dubai.

DLD

: The Land Department.

Fee

: Any of the amounts and percentages prescribed pursuant to this Resolution as charges for the registration of Real Property Dispositions or other services provided by the DLD.

Real Property Register

: The Real Property Register or the Interim Real Property Register in which Real Property Dispositions are registered.

Real Property Disposition : Any legal disposition pursuant to which the ownership or

possession of Real Property is transferred. This includes, without limitation, contracts transferring usufruct rights or long-term lease rights provided for by the above-mentioned Law No. (7) of 2006, and rent-to-own contracts.

Approval of Fees
Article (2)

Pursuant to this Resolution, the Fees for registration of Real Property Dispositions in the Real Property Register, including those related to completed, under-construction, or off-plan Real Property, as well as the Fees for services provided by the DLD, as set out in the Schedule attached hereto, are approved.

Fee Collection Rules
Article (3)

When collecting the Fees prescribed by Article (2) of this Resolution, the following shall apply:

1. unless agreed otherwise, the Fee for the sale of Real Property shall be shared equally by the seller and purchaser;
2. unless agreed otherwise, the Fee for registering a usufruct or long-term lease right provided for by the above-mentioned Law No. (7) of 2006 shall be paid by collection of two percent (2%) of the value of the Real Property from the owner, Landlord, or holder of the usufruct right, and collection of two percent (2%) of the value of the Real Property from the Tenant or holder of the usufruct right;
3. unless agreed otherwise, the Fee for registering a rent-to-own contract shall be paid by collection of two percent (2%) of the value of the Real Property from the Landlord, and collection from the Tenant of two percent (2%) of the value of the Real Property plus a quarter of a percent (0.25%) of the value of the amount financed;
4. the Fees for registering the subdivision of co-owned Real Property shall be paid by the co-owners in proportion to their respective shares prior to the subdivision;
5. unless agreed otherwise, the Fees for registering contracts for the use and development of the land of another Person (Musataha), contracts transferring the share of Real Property belonging to an heir to the other heirs (Takharuj), gifts, shalls, mortgages, debt conversions, and family endowments (Family Waqf), and registering the rights of the heirs of tenants, shall be paid by the Person to whom the rights are transferred; and
6. Fees for dispositions other than those stipulated in paragraphs (1), (2), (3), (4), and (5) of this Article shall be paid by the applicant.

Fee Assessment

Article (4)

For the purpose of calculating the Fees payable under this Resolution, the DLD may:

1. verify the value of the Real Property in respect of which the Real Property Disposition is made; and
2. assess the value of the Real Property and Real Property Dispositions where that value is undetermined, where it is established that the value stated in the relevant disposition contract is less than the market value, or where false information or data is provided with respect to these Real Property and Real Property Dispositions.

Evasion of Fees

Article (5)

The following acts shall be deemed as evasion of Fees:

1. providing false information about the value of a Real Property Disposition;
2. acting in a fraudulent manner or using any means whatsoever to evade the payment of Fees; or
3. performing any other act with a view to evading the payment of Fees.

Fines

Article (6)

- a. Without prejudice to any stricter penalty stipulated in any other legislation, a Person who commits any of the acts provided for in Article (5) of this Resolution shall be punished by a fine of double the prescribed Fee.
- b. Any Real Property developer or broker who assists a Person under obligation to pay Fees in evading the payment of these Fees shall be punished by the same penalty stipulated in paragraph (a) of this Article.

Law Enforcement

Article (7)

The DLD employees determined pursuant to a resolution of its Director General, in coordination with the Director General of the Government of Dubai Legal Affairs Department, shall have the capacity of law enforcement officers to record the acts committed in breach of the provisions of this Resolution and the resolutions issued in pursuance hereof. For this purpose, they may issue the violation reports required in this regard.

Grievances

Article (8)

Any affected party may submit a written grievance to the Director General of the DLD against any decision or measure taken against him under this Resolution. The grievance shall be determined, within thirty (30) days from the date of submission of the grievance, by a committee formed by the Director General of the DLD for this purpose, and the decision on the grievance shall be final.

Payment of Fees and Fines

Article (9)

The Fees and fines collected pursuant to this Resolution shall be paid to the Public Treasury of the Government of Dubai.

Issuing Implementing Resolutions

Article (10)

The Director General of the DLD shall issue the resolutions required for the implementation of the provisions of this Resolution.

Publication and Commencement

Article (11)

This Resolution shall be published in the Official Gazette and shall come into force on the day on which it is published.

**Hamdan bin Mohammed bin Rashid Al Maktoum
Crown Prince of Dubai**

Chairman of the Executive Council

Issued in Dubai on 18 September 2013

Corresponding to 13 Thu al-Qidah 1434 A.H.

Schedule
Fees for Registration of Real Property Dispositions and
Other Services Provided by the Land Department

SN	Description	Fee (in Dirhams)	SN	Description	Fee (in Dirhams)
1	Registering a Real Property sale contract	4% of the value of the sale contract	6	Registering Ijara (Islamic Finance)	4.25% (being 4% of the value of the Real Property, and 0.25% of the total value of the rent-to-own contract)
2	Registering a warehouse sale contract	AED 10.00 per square metre of the land plot on which the warehouse is constructed, provided that the Fee is not less than AED 10,000.00	7	Amending the registration of a rent-to-own contract	AED 1,000.00
3	Transfer of title to granted industrial or commercial land to the beneficiary	30% of the market value of the land	8	Application for transferring the ownership of Real Property from one financer to another in a rent-to-own contract	0.25% of the total value of the rent-to-own contract
4	Transfer of title to granted industrial or commercial land to the possessor	50% of the market value of the land	9	Creating an entry on the Real Property registry folio to denote that a rent-to-own contract is terminated	AED 1,000.00
5	Registering a gift of Real Property	0.125% of the value of the Real Property granted as a gift, provided that the Fee is not less than AED 2,000.00	10	Registering a mortgage contract	0.25% of the mortgage (debt) value
			11	Variation of the details of a mortgage	AED 1,000.00
			12	Transferring a mortgage	0.25% of the mortgage (debt) value
			13	Discharging a mortgage	AED 1,000.00
			14	Registering a long-term Lease Contract	4% of the total value of the Lease Contract
			15	Amending the registration of a long-term Lease Contract	AED 1,000.00

SN	Description	Fee (in Dirhams)
16	Registering a usufruct right	2% of the Real Property value
17	Registering a contract for the use and development of the land (of another Person (Musataha	1% of the consideration paid for the Musataha contract
18	Amending the registration of a contract for the use and (development of the land of another Person (Musataha	AED 1,000.00
19	Transferring a contract for the use and development of the (land of another Person (Musataha	1% of the consideration paid for the Musataha contract
20	Terminating a contract for the use and development of the (land of another Person (Musataha	AED 1,000.00
21	Supervising the sale of Real Property by public auction	1% of the auction value, provided that the Fee does not exceed AED 30,000.00
22	Issuing a title deed of Real Property	AED 250.00
23	Holding an electronic public auction	AED 10,000.00
24	Licensing a public auction outside the DLD	AED 10,000.00
25	Issuing a replacement for a lost/ damaged title deed or possession certificate of Real Property	AED 1,000.00
26	Registering land granted as a gift	AED 500.00
27	Registering the ownership of Real Property in the name of heirs	AED 1,000.00 per inherited Real Property

SN	Description	Fee (in Dirhams)
28	Registering a family endowment (family Waqf)	AED 2,000.00 per Real Property
29	Transferring the share of Real Property belonging to an heir to the other heirs (Takharuj)	1% of the value of the Real Property subject to the transfer (Takharuj)
30	Subdividing a co-owned Real Property between co-owners	1% of the value of the Real Property subject to subdivision
31	Issuing a 'To Whom It May Concern' Certificate	AED 50.00
32	Confirming the ownership of Real Property	AED 5,000.00
33	Registering a will	0.125% of the value of the willed Real Property
34	Valuating vacant land	AED 2,000.00
35	Valuating land allocated for a Real Property development project	AED 10,000.00
36	Valuating agricultural land	AED 6,000.00
37	Valuating a Real Property Unit (exclusive of the land)	AED 4,000.00
38	Valuating land on which a hotel is constructed	AED 15,000.00
39	Valuating land on which a villa compound/ commercial building is constructed	AED 6,000.00

SN	Description	Fee (in Dirhams)
40	Valuating land on which a residential villa is constructed	AED 4,000.00
41	Determining the location of a site	AED 200.00
42	Issuing a replacement for a lost/ damaged Real Property Disposition contract or certificate	AED 250.00
43	Converting a Lease Contract with a term of up to ninety-nine (99) years, which is concluded prior to the effective date of this Resolution, into an ownership contract	1% of the value of the Real Property
44	Issuing a usufruct certificate	AED 250.00
45	Cancelling a Real Property Disposition	AED 1,000.00
46	Creating an entry on the Real Property registry folio (other than in relation to a mortgage)	AED 100.00
47	Registering a lease finance contract of Real Property in the name of the financer	0.25% of the value of the Real Property
48	Amending/ removing an entry on a Real Property registry folio	AED 1,000.00
49	Authorising the cancellation of registration of a Real Property Unit sale contract	AED 500.00
50	Effecting a Real Property settlement	AED 3,000.00
51	Amalgamating/ separating Real Property	AED 500.00
52	Amending an entry in the Interim Real Property Register	AED 250.00 per Real Property Unit
53	Approving the plan of a land plot/ Real Property Unit/ villa and its appurtenances	AED 50.00
54	Approving the plan of common areas of land	AED 250.00
55	Approving a plan of common areas in a building	AED 350.00

SN	Description	Fee (in Dirhams)
56	Approving a building plan	AED 500.00
57	Approving a 3D plan of common areas in a building	AED 500.00
58	Approving a volumetric 3D plan (BMS)	AED 1,000.00
59	Applying for a Real Property Unit survey	AED 3,000.00
60	Issuing a land map	AED 100.00
61	Surveying a business centre	AED 2,000.00
62	Issuing a villa/ Real Property Unit plan	AED 250.00
63	Issuing a plan of common areas in Real Property	AED 3,000.00
64	Issuing a 3D building plan	AED 5,000.00
65	Issuing a plan of common areas in a building	AED 5,000.00
66	Issuing a building plan	AED 2,500.00
67	Issuing a 3D plan of common areas in a building	AED 5,000.00
68	Issuing a plan of common areas (component plan)	AED 5,000.00
69	Issuing a map of an island	AED 450.00
70	Issuing a land map and conducting a field survey	AED 500.00
71	Issuing a villa/ Real Property Unit plan and conducting a field survey	AED 600.00
72	Issuing a plan of common areas of land and conducting a field survey	AED 5,000.00
73	Issuing a building plan and conducting a 2D survey	AED 3,000.00
74	Issuing a plan of common areas (component plan) and conducting a field survey	AED 5,000.00

SN	Description	Fee (in Dirhams)
75	Issuing a map of an island and conducting a field survey	AED 3,000.00
76	Training a Real Property registrar	AED 2,500.00 per course
77	Changing the time of a training course	AED 500.00
78	Issuing a report on a Real Property investment project	AED 500.00
79	Attending at the client's premises upon request to process a Real Property transaction	AED 2,000.00
80	Processing an urgent Real Property Disposition transaction	AED 5,000.00
81	Joining Taskeen programme	AED 400.00
82	Joining Tayseer Programme	AED 10,000.00
83	Joining a project in Tayseer Programme	AED 10,000.00
84	Joining Tanmia Programme by a Real Property developer	AED 1,000.00
85	Joining the Real Property Investment Plan of the Emirate of Dubai	AED 500.00
86	Joining the Real Property Investment Plan of the Emirate of Dubai by a Real Property developer	AED 5,000.00
87	Joining the Real Property Sustainability Standards Initiative	AED 10,000.00

Decree No. (4) of 2010

Regulating the Transfer of Title to Granted Industrial and Commercial Land in the Emirate of Dubai

Decree No. (4) of 2010
Regulating the Transfer of Title to
Granted Industrial and Commercial Land in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;
The Instructions Issued on 20 September 1994 Concerning Land Granted by the Government to UAE Nationals in the Emirate of Dubai;
The Order Issued on 20 September 1994 Prohibiting Notaries Public from Attesting Contracts, Agreements, or Documents Related to the Disposition of Granted Land; and
The Order Issued on 12 July 2004 Concerning Residential Land Granted to UAE Nationals in the Emirate of Dubai,

Do hereby issue this Decree.

Definitions
Article (1)

The following words and expressions, wherever mentioned in this Decree, shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate: The Emirate of Dubai.

Government	: The Government of Dubai.
DLD	: The Land Department.
Granted Land	: Any industrial or commercial land whose usufruct is granted to UAE nationals.
This includes	: 1. land in respect of which disposition orders are issued; and 2. Granted Land which is conveyed to others by way of inheritance, assignment, or gift; or in return for consideration.
Beneficiary	: A UAE national who is awarded Granted Land.

Transfer of Title to Granted Land
Article (2)

Upon the request of a Beneficiary, the freehold title to his Granted Land may be transferred to him without any restriction on the use, exploitation, or disposition thereof.

Procedures for Transferring the Title to Granted Land
Article (3)

The ownership of Granted Land shall be transferred to a Beneficiary in accordance with the following procedures:

1. The Beneficiary shall submit to the DLD an application for transfer of title to the Granted Land. The DLD shall consider the application, in coordination with other concerned entities in the Emirate where required, and shall issue the appropriate decision in this regard.
2. Upon payment by the Beneficiary of the transfer fee prescribed in this Decree, the DLD shall follow the procedures for transfer of title to the Granted Land to the Beneficiary, register it in his name in the Real Property Register, and issue its title deed.

Fees for Transfer of Title to Granted Land
Article (4)

A Beneficiary who wishes to transfer the ownership of industrial or commercial land to himself shall be charged a transfer fee of thirty percent (30%) of the market value of the land as determined by the DLD at the time of transfer.

Transfer of Title to Granted Land to Possessors
Article (5)

- a. Notwithstanding the provisions of any other legislation, a possessor of Granted Land who acquires its possession by way of sale by a Beneficiary may request transferring the freehold title to that land to himself without any restriction on its use or exploitation.
- b. The DLD shall transfer the title to the Granted Land to the possessor upon considering his application, and verifying the validity of his acquisition of the land possession and that he has paid the transfer fee of fifty percent (50%) of the market value of the land.

Issuing Implementing Resolutions
Article (6)

The Director General of the DLD shall issue the instructions required for the implementation of the provisions of this Decree.

**Repeals
Article (7)**

Any provision in any other legislation shall be repealed to the extent that it contradicts the provisions of this Decree.

**Commencement and Publication
Article (8)**

This Decree comes into force on the day on which it is issued, and shall be published in the Official Gazette.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 2 March 2010
Corresponding to 16 Rabi al-Awwal 1431 A.H.

Decree No. (56) of 2009

**Forming a Special Tribunal to Determine
Cheque Disputes Relating to Real
Property Transactions**

Decree No. (56) of 2009

Forming a Special Tribunal to Determine Cheque Disputes Relating to Real Property Transactions

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (3) of 1992 Establishing the Dubai Courts and its amendments;

Law No. (1) of 1994 Concerning Court Fees and its amendments;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai; and

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments,

Do hereby issue this Decree.

Article (1)

Pursuant to this Decree a special tribunal named the “Special Tribunal to Determine Cheque Disputes Relating to Real Property Transactions” (the “Tribunal”) is formed as follows:

1. a judge from the Court of Appeal of the Dubai Courts, as chairman;
2. a judge from the Court of First Instance of the Dubai Courts, as member; and
3. a representative from the Land Department, as member.

Article (2)

Before assuming his duties, a member of the Tribunal who is not a judge shall take the following oath before the Director of His Highness the Ruler’s Court:

“I swear by Allah the Almighty that I shall administer justice, respect the laws, and discharge my duties with integrity and honesty.”

Article (3)

The Tribunal shall have exclusive jurisdiction to determine complaints related to dishonoured cheques issued by purchasers to Real Property developers, or cheques issued by the usufructuaries and long-term lease Tenants of Real Property whose rights are governed by the above-mentioned Law No. (7) of 2006.

Article (4)

For the purpose of determining the cheque-related complaints filed with it, the Tribunal shall have the authority to:

1. cancel a dishonoured cheque issued to a Real Property developer if it is proven that the developer is not entitled to the amount of the cheque;
2. order the cheque issuer to write a new cheque payable on a date prescribed by the Tribunal to replace the cheque subject of the complaint;
3. refer the dishonoured cheque to the competent judicial authority to take the appropriate legal action against the cheque issuer if the Real Property developer is entitled to the amount of the cheque; or
4. seek the assistance of Real Property experts and specialists as it deems appropriate.

Article (5)

- a. Law enforcement authorities, including the police, must refer to the Tribunal all cheque-related complaints governed by the provisions of this Decree.
- b. The Public Prosecution and the Courts may not investigate any case of dishonoured cheques governed by this Decree, or determine any dispute related to these cheques, before the dispute is referred to and heard by the Tribunal. In addition, the Public Prosecution and the Courts must cease hearing any complaint or penal action related to these cheques, and refer the same to the Tribunal for consideration in accordance with the provisions of this Decree.

Article (6)

A judgement rendered by the Tribunal shall be irrevocable, definitive, and not subject to appeal.

These judgments shall be enforced through the Enforcement Department of the Dubai Courts.

Article (7)

Subject to the provisions of this Decree, the Tribunal shall exercise its powers in accordance with:

1. the laws in force in the Emirate of Dubai;
2. the provisions of Islamic Sharia;
3. custom, unless it contradicts the law, public order, or public morals; and
4. the principles of natural justice, equity, and fairness.

Article (8)

This Decree comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 1 November 2009
Corresponding to 13 Thu al-Qidah 1430 A.H.

Law No. (13) of 2008

Regulating the
Interim Real Property Register in the
Emirate of Dubai

**Law No. (13) of 2008
Regulating the
Interim Real Property Register in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 1997 Concerning Land Registration Fees;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;

Law No. (27) of 2007 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai;

Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai; and

Bylaw No. (85) of 2006 Regulating the Real Property Brokers Register in the Emirate of Dubai,

Do hereby issue this Law.

Article (1)

This Law shall be cited as "Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai".

Article (2)

The following words and expressions shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate : The Emirate of Dubai.

DLD

Real Property Register

Interim Real Property Register

: The Land Department.

: The real property register maintained by the DLD.

: A set of documents which are created or maintained by the DLD in paper format or in electronic format as part of its electronic registry, and in which the details of off-plan sale contracts, and other off-plan legal dispositions, of Real Property are recorded prior to transferring them to the Real Property Register.

Real Property	: Land and any fixed structures constructed on it which cannot be moved without damage or alteration to its structure.
Real Property Unit	: A designated part of Real Property, including any part designated on its plan.
Off-plan Sale	: The sale of a Real Property Unit which is designated on plan or is under construction, or whose construction is incomplete.
Master Developer	: A Person who is licensed to conduct Real Property Development activity in the Emirate and to sell Real Property Units to others.
Sub-developer	: A Person licensed to conduct Real Property Development activity and to sell Real Property Units to others; and who undertakes part of a Real Property Development project of a Master Developer under an agreement between them.
Broker	: A Person who conducts Real Property Brokerage business in accordance with Bylaw No. (85) of 2006 Regulating the Real Property Brokers Register in the Emirate of Dubai.
Competent Entity	: Any of the entities in charge of licensing or registering Real Property projects in the Emirate.

Article (3)

1. Any disposition in respect of a Real Property Unit sold off-plan must be registered on the Interim Real Property Register. Any sale or other legal disposition involving the transfer or restriction of ownership, or any of its associated rights, shall be null and void unless it is registered on the Interim Real Property Register.
2. Any developer who has disposed of a Real Property Unit by way of sale, or any other disposition involving the transfer or restriction of ownership, by the effective date of this Law must apply to the DLD to register that sale or other disposition on the Real Property Register or the Interim Real Property Register, as the case may be, no later than sixty (60) days from the date on which this Law comes into force.

Article (4)

A Master Developer or Sub-developer may not commence the implementation of a project or sell its units off-plan unless he takes possession of the land on which the project is to be constructed and obtains the necessary approvals from the Competent Entities in the Emirate.

In all events, the DLD must create an entry on the registry folio of the Real Property to denote that it is being developed.

Article (5)

An application for registration of a Real Property Unit in the Interim Real Property Register shall be submitted on the form prescribed for this purpose. The application must be accompanied by all necessary information and documents in accordance with the rules and procedures adopted by the DLD.

Article (6)

Real Property Units sold off-plan and registered on the Interim Real Property Register maintained by the DLD may be disposed of by way of sale, mortgage, or any other legal disposition.

Article (7)

No Master Developer or Sub-developer may charge any fees for the sale, resale, or any other legal disposition in respect of completed or off-plan Real Property Units, except for the administrative expenses charged to third parties by the Master Developer or Sub-developer, as approved by the DLD.

Article (8)

A Developer must register any completed project in the Real Property Register maintained by the DLD once he receives the relevant completion certificate from the Competent Entities. This includes registering sold Units in the names of their respective purchasers who have fulfilled their contractual obligations in accordance with the procedures adopted by the DLD.

For the purposes of this Article, the DLD may, upon the request of a purchaser or on its own initiative, register in the name of that purchaser on the Real Property Register the Real Property Units that have been sold off-plan and registered in his name in the Interim Real Property Register, provided that the purchaser fulfils all his contractual obligations.

Article (9)

If a Developer wishes to market his project through a Broker, he must conclude an agreement with the Broker, who must be approved in accordance with the conditions and provisions stipulated in the above-mentioned Bylaw No. (85) of 2006. In addition, the Developer must register that agreement with the DLD.

Article (10)

No Developer or Real Property Broker may conclude a simple contract for off-plan sale of Real Property or Real Property Units in projects that are not approved by the Competent Entities. Any contract which is concluded prior to obtaining that approval shall be null and void.

Article (11)

1. Where a purchaser breaches any of the terms of the Real Property Unit sale agreement concluded with the Developer, the Developer must notify the DLD of the breach. In that case, the DLD must give the purchaser a grace period of thirty (30) days to fulfil his contractual obligations, by serving him a notice in person or in writing through registered mail or email.
2. If the purchaser fails to fulfil his contractual obligations within the grace period set forth in sub-paragraph (1) of this Article, the Developer may terminate the sale agreement and refund the amounts received by him from the purchaser after deducting a maximum of thirty percent (30%) of these amounts.

Article (12)

The area of a sold Real Property Unit shall be deemed to be correct. Any excess area discovered after the handover of the unit shall not be taken into account, and the Developer may not claim any payment for that excess area. In case of any shortage in the area of the Real Property, the Developer must compensate the purchaser for that shortage. However, if the shortage is insignificant, the Developer shall not be bound to compensate the purchaser for the same.

Article (13)

Where it is established to the satisfaction of the DLD that a Developer or Broker has committed any act or omission in violation of the provisions of this Law, or any other legislation in force, the Director General of the DLD must prepare a report on the same and refer the case to the Competent Entities for investigation.

Article (14)

The Chairman of the Executive Council shall issue the regulations required for the implementation of the provisions of this Law.

Article (15)

This Law shall be published in the Official Gazette and shall come into force on the day on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 14 August 2008
Corresponding to 13 Shaban 1429 A.H.

Law No. (9) of 2009

Amending

**Law No. (13) of 2008 Regulating the
Interim Real Property Register in
the Emirate of Dubai**

Law No. (9) of 2009
Amending
**Law No. (13) of 2008 Regulating the Interim
Real Property Register in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency;

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai (the "Original Law"),

Do hereby issue this Law.

Article (1)

Articles (2) and (11) of the Original Law are hereby superseded by the following:

Article (2)

The following words and expressions shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate	: The Emirate of Dubai.
DLD	: The Land Department.
RERA	: The Real Estate Regulatory Agency.
Real Property Register	: The Real Property register maintained by the DLD.
Interim Real Property Register	: A set of documents which are created or maintained by the DLD in paper format or in electronic format as part of its electronic registry, and in which the details of off-plan sale contracts, and other off-plan legal dispositions, of Real Property are recorded prior to transferring them to the Real Property Register.
Real Property	: Land and any fixed structure constructed on it, or either of them.
Real Property Unit	: A designated part of Real Property, including any part designated on its plan.

Off-plan Sale	: The sale of Real Property Units designated on plans or under construction Real Property Units.
Master Developer	: A Person who is licensed to conduct the Real Property Development activity in the Emirate and to sell Real Property Units to others.
Sub-developer	: A person who undertakes part of a Real Property Development project of a Master Developer under an agreement between them.
Real Property Broker	: A Person who conducts Real Property Brokerage business in accordance with Bylaw No. (85) of 2006 Regulating the Real Property Brokers Register in the Emirate of Dubai.
Competent Entity	: Any of the entities in charge of licensing or registering Real Property projects in the Emirate.

Article (11)

1. Where a purchaser breaches any of the terms of the Real Property Unit sale agreement concluded with the Developer, the Developer must notify the DLD of the breach, and the DLD must give the purchaser a grace period of thirty (30) days to fulfil his contractual obligations, through serving a notice on him in person or by registered mail or email.
2. If the purchaser fails to fulfil his contractual obligations within the grace period set forth in sub-paragraph (1) of this Article, the following shall apply:
 - a. Where the Developer has completed at least eighty percent (80%) of the Real Property project, he may retain all the amounts paid and request the purchaser to settle the balance of the contract price. If the purchaser fails to settle that balance, the Developer may request selling the Real Property by public auction to settle the remaining amounts payable to him.
 - b. Where the Developer has completed at least sixty percent (60%) of the Real Property project, he may terminate the sale agreement and retain a maximum of forty percent (40%) of the Real Property Unit price set forth in the agreement.
 - c. Where the implementation of the Real Property project has commenced but less than sixty percent (60%) of the project is completed, the Developer may terminate the sale agreement and retain a maximum of twenty-five percent (25%) of the Real Property Unit price set forth in the agreement.
 - d. Where the implementation of the Real Property project has not commenced due to reasons beyond the Developer's control, and without negligence or omission on his part, the Developer may terminate the agreement and retain up to thirty percent (30) of the amounts paid by the purchaser.

3. For the purposes of sub-paragraphs (2)(c) and (2)(d) of this Article, the term "Implementation" means taking possession of the Real Property project site by the Developer and commencing construction works in accordance with the design plans approved by the Competent Entities.
4. For the purposes of paragraphs (2)(b) and (2)(c) above, the Developer must refund any amounts owed to the purchaser no later than one (1) year from the date of termination, or sixty (60) days from the date of resale of the Real Property Unit, whichever occurs earlier.
5. Notwithstanding paragraphs (1) and (2) of this Article, RERA may, based on a reasoned report, decide to revoke the Real Property project, in which case the Developer must refund all payments received from purchasers, in accordance with the procedures and provisions stipulated in Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai.
6. The provisions of this Article shall not apply to land sale agreements which do not involve any Off-plan Sale. This land sale shall continue to be governed by the terms of the land sale agreements concluded by the parties thereto.
7. The provisions of this Article shall apply to all agreements concluded before the effective date of this Law.

Article (3)

This Law shall be published in the Official Gazette and shall come into force on the day on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 12 April 2009
Corresponding to 16 Rabi al-Thani 1430 A.H.

Law No. (19) of 2017

Amending Law No. (13) of 2008

**Regulating the Interim Real Property
Register in the Emirate of Dubai**

Law No. (19) of 2017
Amending Law No. (13) of 2008
Regulating the Interim Real Property Register in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency; and

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments,

Do hereby issue this Law.

Superseded Article

Article (1)

Article (11) of the above-mentioned Law No. (13) of 2008 is hereby superseded by the following:

Article (11)

- a. Where a purchaser fails to fulfil his contractual obligations under an Off-plan Sale agreement concluded with a Developer, the following rules and procedures shall apply:
 1. The Developer must notify the DLD of the purchaser's non-performance of his contractual obligations. This notification must be submitted on the form prescribed by the DLD for this purpose and must include all details of the Developer and purchaser; a description of the Real Property Unit subject of the Off-plan Sale agreement; a detailed account of the contractual obligations breached by the purchaser; and any other details determined by the DLD.
 2. Promptly upon receipt of the notification and verifying that the purchaser is in breach of his contractual obligations, the DLD must:
 - a. serve a thirty (30) days' notice on the purchaser requiring him to fulfil his contractual obligations towards the Developer. The notice must be in writing and dated; and must be delivered to the purchaser either in person or by registered mail with acknowledgement of receipt, email, or any other means prescribed by the DLD; and

- b. where possible, mediate an amicable settlement between the Developer and purchaser, in which case such settlement must be attached as an addendum to the Off-plan Sale agreement and must be executed by the Developer and the purchaser.
3. If the notice period mentioned in sub-paragraph (a)(2)(A) of this Article expires and the purchaser fails to fulfil his contractual obligations or to reach a settlement with the Developer, the DLD shall issue an official document in favour of the Developer confirming the following:
 - a. the Developer's compliance with the procedures stipulated in paragraph (a) of this Article; and
 - b. the percentage of completion of the Real Property Unit subject of the Off-plan Sale agreement, calculated in accordance with the relevant standards and rules adopted by RERA.
4. Upon receiving the official document referred to in sub-paragraph (a)(3) of this Article and based on the percentage of completion, the Developer may take any of the following measures against the purchaser without recourse to courts or arbitration:
 - a. Where the percentage of completion of the Real Property Unit exceeds eighty percent (80%), the Developer may:
 1. maintain the Off-plan Sale agreement concluded with the purchaser, retain all amounts paid by the purchaser, and claim the balance of the price of the Real Property Unit from the purchaser;
 2. request the DLD to sell the Real Property Unit, subject of the Off-plan Sale agreement, by public auction to collect the remaining amounts payable to the Developer; and hold the purchaser liable for the costs arising from the sale; or
 3. unilaterally terminate the Off-plan Sale agreement, retain up to forty percent (40%) of the value of the Real Property Unit stipulated in the Off-plan Sale agreement, and refund any amounts in excess of this to the purchaser within one (1) year from the termination of the agreement or within sixty (60) days from the date of resale of the unit to another purchaser, whichever occurs earlier.
 - b. Where the percentage of completion of the Real Property Unit is between sixty percent (60%) and eighty percent (80%), the Developer may unilaterally terminate the agreement, retain up to forty percent (40%) of the value of the Real Property Unit stipulated in the Off-plan Sale agreement, and refund any amounts in excess of this to the purchaser within one (1) year from the termination of the agreement or within sixty (60) days from the date of resale of the unit to another purchaser, whichever occurs earlier.

- c. Where the Developer has commenced work on the Real Property project, having taken hold of the construction site and started construction works in accordance with the designs approved by the Competent Entities, and the percentage of completion of the Real Property Unit is less than sixty percent (60%), the Developer may unilaterally terminate the Off-plan Sale agreement, retain up to twenty-five percent (25%) of the value of the Real Property Unit stipulated in the Off-plan Sale agreement, and refund any amounts in excess of this to the purchaser within one (1) year from the termination of the agreement or within sixty (60) days from the date of resale of the unit to another purchaser, whichever occurs earlier.
- d. Where the Developer has not commenced work on the Real Property project for any reason beyond his control, without negligence or omission on his part, he may terminate the Off-plan Sale agreement, retain up to thirty percent (30%) of the amounts paid to him by the purchaser, and refund any amounts in excess of this to the purchaser within sixty (60) days from the termination of the agreement.
- b. Where the Real Property project is cancelled pursuant to a reasoned decision of RERA, the Developer must refund all payments made by the purchasers in accordance with the procedures and rules stipulated in the above-mentioned Law No. (8) of 2007.
- c. The rules and procedures stipulated in this Article do not apply to land sale agreements which do not involve any Off-plan Sale. Land sale shall continue to be governed by the terms of the land sale agreements concluded by the parties thereto.
- d. The rules and procedures stipulated in this Article shall apply to all Off-plan Sale agreements concluded prior to or after the commencement of this Law.
- e. The rules and procedures stipulated in this Article are considered part of public order, and failure to comply therewith shall result in nullity of the legal act in question.
- f. The rules and procedures stipulated in this Article shall not preclude the purchaser from having recourse to courts or arbitration where the Developer abuses any of his powers under this Article.

**Repeals
Article (2)**

Any provision in any other legislation shall be repealed to the extent that it contradicts the provisions of this Law.

**Commencement and Publication
Article (3)**

This Law comes into force on the day on which it is issued, and shall be published in the Official Gazette.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 18 October 2017
Corresponding to 28 Muharram 1439 AH.



Executive Council Resolution No. (6) of 2010

**Approving the Implementing Bylaw of
Law No. (13) of 2008**

**Regulating the Interim Real Property
Register in the Emirate of Dubai**

Executive Council Resolution No. (6) of 2010
Approving the Implementing Bylaw of
Law No. (13) of 2008
Regulating the Interim Real Property Register in the Emirate of Dubai

We, Hamdan bin Mohammed bin Rashid Al Maktoum, Crown Prince of Dubai, Chairman of the Executive Council,

After perusal of:

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;

Law No. (7) of 1997 Concerning Land Registration Fees in the Emirate of Dubai and its amendments;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments (the "Law"); and

Bylaw No. (85) of 2006 Regulating the Real Property Brokers Register in the Emirate of Dubai,

Do hereby issue this Resolution.

Article (1)

The words and expressions mentioned in this Resolution shall have the same meaning assigned to them in the Law.

Article (2)

A Master Developer or Sub-developer who applies for the registration of a legal disposition in respect of a Real Property Unit with the DLD within the time limit stipulated by paragraph (2) of Article (3) of the Law shall be deemed to have complied with the stipulated time limit even if the DLD does not complete the registration procedures within that time limit.

Article (3)

Where a Master Developer or Sub-developer submits an application for registration of a legal disposition of a Real Property Unit after expiry of the time limit stipulated by paragraph (2) of Article (3) of the Law, the DLD must:

1. register the legal disposition in the Interim Real Property Register; and
2. impose a fine of ten thousand Dirhams (AED 10,000.00) on the Developer.

Article (4)

A Master Developer or Sub-developer may not commence the implementation of a project or sell its units off-plan unless:

1. he takes possession of the land and has received the demarcation certificate;
2. he has actual control of the land on which the project is to be constructed; and
3. he has obtained from the Competent Entities the approvals required to commence the implementation of the project.

Article (5)

1. The DLD must, whether on its own initiative or upon request by the concerned parties, create an entry on the Real Property registry folio of any land on which a Real Property project is to be constructed to denote that the project is a development project governed by the provisions of the Law.
2. The DLD shall remove the entry referred to in the preceding paragraph upon completion of the Real Property project and registration of its units in the names of purchasers on the Real Property Register, or upon cancellation of the project for any of the reasons set forth in Article (23) of this Resolution.

Article (6)

An application for registration of a Real Property Unit in the Interim Real Property Register shall be submitted in the electronic or paper form approved by the DLD, together with the relevant supporting documents determined by the DLD.

Article (7)

1. Upon completion of a Real Property project and obtaining its completion certificate from the Competent Entities, the Master Developer or Sub-developer may not refuse to hand over any Real Property Unit or register it in the name of its purchaser on the Real Property Register, provided that the purchaser fulfils all his contractual obligations. This applies even if the purchaser owes the Developer any financial dues other than in connection with the sale agreement of the Real Property Unit.
2. The Master Developer or Sub-developer must register the Real Property Unit and all facilities allocated to it, such as car parks, in the name of the purchaser.
3. If the Master Developer or Sub-developer refuses, for any reason whatsoever, to

register the Real Property Unit in the name of the purchaser despite the fact that the purchaser has fulfilled all his contractual obligations, the DLD may, upon the request of the purchaser or on its own initiative, register the Real Property Unit in the name of the purchaser on the Real Property Register.

Article (8)

A Master Developer or Sub-developer may not, for any reason whatsoever, charge purchasers any amounts, other than those approved by the DLD, in return for any legal disposition of their Real Property Units.

Article (9)

Unless agreed otherwise, the Master Developer or Sub-developer and the purchaser of a Real Property Unit must pay the prescribed fees for registration of any legal dispositions of that Real Property Unit as per their respective share of fees prescribed by the applicable legislation.

Article (10)

If the Master Developer or Sub-developer wishes to market his project through a Broker, the Master Developer or Sub Developer must comply with the following:

1. The project to be marketed through the Broker must be registered with the DLD.
2. An agreement must be concluded with the Broker, who must be approved and licensed in accordance with Bylaw No. (85) of 2006 Regulating the Real Property Brokers Register in the Emirate of Dubai.
3. The project marketing agreement with the Real Property Broker must be registered with the DLD.

Article (11)

Any legal disposition made by a Master Developer, Sub-developer, or Broker which involves the Off-plan Sale of any Real Property or Real Property Unit prior to approval of the commencement of the project by the Competent Entities and its registration with the DLD shall be deemed null and void.

Article (12)

Where a Master Developer or Sub-developer engages a Real Property Broker to market his project in full or in part, the Broker must deposit the sale price of the relevant Real Property Unit(s) into the project Escrow Account. The Real Property Broker may not deposit the price into his own account or deduct his commission from that price before depositing it into the Escrow Account. Any agreement to the contrary of the provisions of this Article shall be null and void.

Article (13)

1. As of the effective date of this Resolution, the net area of a Real Property Unit shall be adopted for the purposes of registration on the Real Property Register. This area shall be calculated as determined by the DLD in this regard.
2. Unless agreed otherwise, any area in excess of the net area of the sold Real Property Unit shall not be taken into account, and the Developer may not claim any payment for that excess area.
3. The Developer must compensate the purchaser if the actual area of the Real Property Unit is less than its net area by more than five percent (5%).
4. Where the shortage in the net area of the Real Property Unit exceeds the percentage set forth in paragraph (3) of this Article, the compensation payable to the purchaser shall be calculated based on the price of the Real Property Unit agreed upon in the agreement between the Developer and the purchaser.
5. For the purposes of applying this Article, the net area of a Real Property Unit, as set forth in its sale agreement and plan, shall be adopted as the basis for calculation of any excess or shortage in the area of the Real Property Unit.

Article (14)

Where any dispute arises between a Developer and a purchaser, the DLD may undertake conciliatory efforts to preserve their contractual relationship and may propose any solutions it deems appropriate to achieve this objective. Where the Developer and the purchaser reach an amicable settlement, that settlement shall be documented in a written agreement executed by the Developer and the purchaser or their respective representatives. Upon approval of that agreement by the DLD, it shall become binding on both parties.

Article (15)

Where a purchaser fails to fulfil any of his obligations under a Real Property Unit sale agreement concluded between him and the Developer:

- a. The Developer must serve a notice on the purchaser requesting him to fulfil his contractual obligations. The notice may be served in person by appearing before the DLD; or in writing through registered mail or email, in which case the Developer must provide the DLD with a copy of the notice.
- b. The DLD must give the purchaser a grace period of thirty (30) days to fulfil his contractual obligations. This period shall commence from the date of serving the notice on the purchaser by the Developer.
- c. If the purchaser fails to fulfil his contractual obligations within the notice period set forth in paragraph (b) of this Article, the Developer may take any of the following actions:
 1. Where the Developer has completed at least eighty percent (80%) of the project, he may retain all the amounts paid by the purchaser. In addition, the Developer may either request selling the Real Property Unit by public auction to settle the remaining amounts payable to him, or terminate the sale agreement and retain a maximum of forty percent (40%) of the price of the Real Property Unit.
 2. Where the Developer has completed at least sixty percent (60%) of the project, he may terminate the sale agreement and retain a maximum of forty percent (40%) of the Real Property Unit price set forth in the agreement.
 3. Where the Developer has completed less than sixty percent (60%) of the project, he may terminate the sale agreement and retain a maximum of twenty-five percent (25%) of the Real Property Unit price set forth in the agreement.
 4. Where the Developer has not commenced implementation of the project for reasons beyond his control, he may terminate the sale agreement and retain a maximum of thirty percent (30%) of the amounts paid to him by the purchaser.
- d. The Developer may resort to the competent court to seek a judgement awarding him the respective percentage prescribed in sub-paragraph (c)(1), (c)(2), (c)(3), or (c)(4) of this Article where the amounts retained by him are less than this percentage.

Article (16)

A Developer who has not commenced the implementation of a project may not terminate an agreement with a purchaser and retain thirty percent (30%) of the payments made by the purchaser unless that Developer proves that he has fulfilled all his contractual obligations towards the purchaser and that the failure to commence the implementation

of the project is not due to negligence or omission on the part of the Developer, or is due to reasons beyond his control.

Article (17)

For the purposes of applying Article (15) of this Resolution:

1. The completion percentage of a project shall be confirmed by a technical report issued by a consultant approved by RERA, which includes a statement of the completed works based on an on-site inspection of the project.
2. Completion of the levelling works and the infrastructure of the project shall be deemed as commencement of the implementation of the project.

Article (18)

A Developer must refund to the purchaser the amounts retained by him pursuant to Article (15) of this Resolution no later than one (1) year from the date of termination of the agreement or within sixty (60) days from the date of sale of the Real Property Unit, whichever occurs earlier.

Article (19)

1. Where a Real Property Unit is sold by public auction in accordance with the provisions of Article (15) of this Resolution, the DLD may at its sole discretion deposit the price of the Real Property Unit in a trust account and pay to the purchaser or his representative the amounts remaining after deduction of the Developer's dues.
2. The Developer may use the Real Property Unit or lease the same to third parties if it is not sold by public auction, in which case the Developer must refund the remaining amounts to the purchaser within the period stipulated in Article (18) of this Resolution.

Article (20)

A purchaser may resort to the competent court to seek termination of his contractual relationship with a Developer:

1. if the Developer refuses without a valid reason acceptable to the DLD to deliver the final sale agreement of the Real Property Unit to the purchaser;
2. if the Developer declines to link payments to the construction milestones proposed by RERA;

3. if the Developer materially deviates from the specifications agreed upon in the agreement;
4. if it is proven after the handover of the Real Property Unit that it is unfit for use due to material construction defects; or
5. in any other circumstances that require the termination of the agreement in accordance with the general legal rules.

Article (21)

The following shall be deemed as reasons beyond the control of the Developer:

1. the land on which the project is to be constructed is expropriated for the public interest;
2. a government entity suspends the project for re-planning purposes;
3. structures, excavations, or utility lines are found in the project site;
4. the Master Developer makes any variation to the project site that results in changing the boundaries and area of the project in a manner that affects the performance by the Sub-developer of his obligations; or
5. any other reasons determined by RERA.

Article (22)

A Developer shall be deemed to have committed negligence or omission in performing his obligations based on the following:

1. delay, without valid reason, in taking possession of the land or obtaining the required approvals from the Competent Entities to commence the implementation of the project;
2. Off-plan Sale by the Sub-developer without the written approval of the Master Developer;
3. delay in obtaining the Master Developer's written approval of the plans and designs;
4. delay in preparing the project for construction works;
5. failure to provide RERA with the data and information required for approval of the project;
6. failure to register the project with RERA;
7. failure to disclose the financial statements of the project to RERA; or
8. any other grounds determined by RERA.

Article (23)

RERA may, based on a reasoned technical report, decides to cancel a Real Property project:

1. if the Developer fails, without valid justification, to commence construction works despite having already obtained all required approvals from the Concerned Authorities;
2. if the Developer commits any of the offenses set forth in Article (16) of Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Developments in the Emirate of Dubai;
3. if it is proven to the satisfaction of RERA that the Developer has no genuine intention to implement the project;
4. if the land on which the project is to be constructed is withdrawn due to failure by the Sub-developer to fulfil any of his contractual obligations towards the Master Developer;
5. if the land is completely affected by the planning or re-planning projects implemented by the Competent Entities in the Emirate;
6. if the Developer fails to implement the project due to gross negligence;
7. if the Developer expresses his intention not to implement the project for reasons acceptable to RERA;
8. if the Developer is declared bankrupt; or
9. for any other reasons determined by RERA.

Article (24)

1. A Developer may submit a grievance in respect of any decision issued by RERA cancelling his project, no later than seven (7) working days from the date on which he is notified of that decision.
2. The grievance must be in writing and must include the grounds for objection to the decision.
3. RERA must consider the grievance and render its decision on the same within seven (7) working days from the date of submission of the grievance to it.
4. If RERA admits the grievance, it must prescribe the conditions and requirements that the Developer must satisfy in order to revoke the project cancellation decision.
5. The Developer must undertake in writing to satisfy RERA's conditions and requirements.
6. If RERA rejects the grievance, its decision in this regard shall be final and it must proceed with the project cancellation procedures.

Article (25)

Where RERA cancels a project, it must:

1. prepare a technical report stating the reasons for cancellation;
2. notify the Developer in writing, through registered mail or email, of the cancellation decision;
3. appoint a certified auditor at the expense of the Developer to audit the financial position of the project and verify the amounts paid to the Developer or deposited in the project's Escrow Account, as well as the amounts that have been expended; and
4. request the project's Escrow Agent, or the Developer where any payments are not made through the Escrow Account, to refund the amounts deposited in the Escrow Account or paid to the Developer to the parties entitled to these amounts no later than fourteen (14) days from the date of cancellation of the project.

Article (26)

If the funds in the Escrow Account of the project are insufficient to refund the purchasers the amounts owed to them, the Developer must refund these amounts to them no later than sixty (60) days from the date of the project cancellation decision, unless RERA decides to extend this period based on valid reasons.

Article (27)

If the Developer fails to refund the amounts owed to the purchasers within the period set forth in Article (26) of this Resolution, RERA must take all necessary actions to preserve the rights of purchasers, including referring the matter to the competent judicial authorities.

Article (28)

This Resolution comes into force on the day on which it is issued, and shall be published in the Official Gazette.

**Hamdan bin Mohammed bin Rashid Al Maktoum
Crown Prince of Dubai**

Chairman of the Executive Council
Issued in Dubai on 14 February 2010
Corresponding to 30 Safar 1431 A.H.

Executive Council Resolution No. (25) of 2009

Approving Fees and Fines of the Real Estate Regulatory Agency

Executive Council Resolution No. (25) of 2009

Approving

Fees and Fines of the Real Estate Regulatory Agency

We, Hamdan bin Mohammed bin Rashid Al Maktoum, Crown Prince of Dubai, Chairman of the Executive Council,

After perusal of:

Law No. (3) of 2003 Establishing the Executive Council of the Emirate of Dubai;
Law No. (18) of 2006 Concerning Management and Realisation of the Public Funds of the Government of Dubai;
Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;
Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency;
Law No. (26) of 2007 Regulating the Relationship Between Landlords and Tenants in the Emirate of Dubai and its amendments;
Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai and its amendments;
Law No. (14) of 2009 Concerning the Pricing of Government Services in the Emirate of Dubai; and
Bylaw No. (85) of 2006 Regulating the Real Property Brokers Register in the Emirate of Dubai,

Do hereby issue this Resolution.

Article (1)

Pursuant to this Resolution, the fees for the services of the Real Estate Regulatory Agency set out in Schedule (1) attached hereto are approved.

Article (2)

1. Without prejudice to any stricter penalty prescribed in any other legislation, the fines set out in Schedule (2) attached to this Resolution are hereby approved.
2. Upon repetition of the same violation within one (1) year from the date of the previous violation, the amount of the fine shall be doubled. A fine must not exceed one million Dirhams (AED 1,000,000.00).

Article (3)

The employees of the Land Department and the Real Estate Regulatory Agency nominated pursuant to a resolution issued by the Director General of the Land Department shall have the capacity of law enforcement officers to record any of the acts listed in Schedule (2) attached hereto. They may, in this capacity, issue the relevant violation reports.

Article (4)

The fees and fines collected under this Resolution shall be paid to the Public Treasury of the Government of Dubai.

Article (5)

Any provision in any other resolution shall be repealed to the extent that it contradicts the provisions of this Resolution.

Article (6)

This Resolution shall be published in the Official Gazette and shall come into force on the day on which it is published.

**Hamdan bin Mohammed bin Rashid Al Maktoum
Crown Prince of Dubai**

Chairman of the Executive Council
Issued in Dubai on 31 December 2009
Corresponding to 14 Muharram 1431 A.H.

Schedule (1)
Fees for Services of the Real Estate Regulatory Agency

SN	Description	Fine (in Dirhams)
1	Licensing a Real Property Developer	25,000.00
2	Licensing a one-time one-project Real Property Developer	100,000.00
3	Approving a new Real Property project	150,000.00
4	Approving an existing Real Property project	50,000.00
5	Registering an Escrow Agent in the roll of Escrow Agents	75,000.00
6	Registering a Real Property financial auditor	50,000.00
7	Registering a Real Property technical auditor	50,000.00
8	Issuing or renewing a Real Property Broker licence	5,000.00
9	Issuing or renewing a Real Property Broker card	500.00
10	Licensing a residential timeshare Units lease Broker	25,000.00
11	Licensing Real Property sale and purchase brokerage activity	5,000.00
12	Licensing Real Property leasing brokerage activity	5,000.00
13	Licensing residential timeshare Units leasing services	25,000.00
14	Licensing third party's Real Property lease and management activity	15,000.00
15	Licensing Real Property valuation services activity	10,000.00
16	Licensing Real Property purchase and sale activity	5,000.00
17	Licensing Real Property inspection and examination activity	5,000.00
18	Licensing self-owned Real Property lease and management activity	5,000.00
19	Licensing a Real Property representative office	5,000.00

Schedule (2)
Violations and Fines

SN	Description	Fine (in Dirhams)
1	Conducting the Real Property Development activity in the Emirate without a licence from RERA	500,000.00
2	Submitting false documents or information for obtaining a licence to conduct Real Property Development activity	100,000.00
3	Offering Units in fraudulent Real Property projects for sale	100,000.00
4	Embezzling or misappropriating cash payments for constructing Real Property projects	100,000.00
5	Submitting, by the auditor, a false report on the financial position of the Developer or concealing material facts	100,000.00
6	Failure to open an Escrow Account for Real Property Development	500,000.00
7	Failure to deposit the received amounts in the Escrow Account	500,000.00
8	Failure by the Developer to commence construction works months from the approval of RERA to commence (6) within six the same	500,000.00
9	Failure by the Developer to comply with this Resolution within the grace period granted to him by RERA	100,000.00
10	Withdrawing from or depositing to the Escrow Account by the Escrow Agent without the approval of RERA	100,000.00
11	Failure by the Escrow Agent to comply with the conditions of disbursement from the Escrow Account	100,000.00
12	Failure by the Escrow Agent to provide RERA with the required statements or information	100,000.00
13	Imposing any charges by the Developer on the buyers without the approval of RERA	100,000.00
14	Cancelling any Real Property project by the Developer without the approval of RERA	100,000.00
15	Failure to translate a Real Property Unit sale or reservation contract into Arabic	100,000.00

Schedule (2)
Violations and Fines

SN	Description	Fine (in Dirhams)
16	Conducting the Real Property brokerage activity in the Emirate without a licence from RERA	50,000.00
17	Failure by a Broker to provide RERA with the required information and data	50,000.00
18	Undertaking Real Property brokerage in respect of a Real Property project that is not registered with RERA	50,000.00
19	Conducting any Real Property activity without a licence from RERA	50,000.00
20	Breaching the terms of the licence issued by RERA	50,000.00

Law No. (14) of 2008

Concerning

Mortgage in the Emirate of Dubai

**Law No. (14) of 2008
Concerning
Mortgage in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code and its amendments;

Federal Law No. (8) of 2004 Concerning Financial Free Zones;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai;

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai;

Law No. (27) of 2007 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai; and

Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai,

Do hereby issue this Law.

**Chapter One
Definitions and General Provisions
Article (1)**

This Law shall be cited as "Law No. (14) of 2008 Concerning Mortgage in the Emirate of Dubai".

**Definitions
Article (2)**

The following words and expressions shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate: The Emirate of Dubai.

DLD : The Land Department.

Chairman : The chairman of the DLD.

Real Property : Land and any fixed structures constructed on it which cannot be moved without damage or alteration to its form.

Real Property Unit : A designated part of Real Property, including any part designated on its plan

Real Property Register : A set of documents which are created or maintained by the DLD in paper or electronic format, and which record all Real Property rights and any variation thereto.

Interim Property Register : A set of documents which are created or maintained by the DLD in paper or electronic format, and in which the details of off-plan sale contracts, and other off-plan legal dispositions, of Real Property are recorded prior to transferring them to the Real Property Register.

Mortgage : A contract under which a creditor acquires a Real Right, in Real Property or in a Real Property Unit, by virtue of which he obtains preference over ordinary creditors and creditors of lower rank, for the repayment of his claim out of the price of Real Property, no matter in whose possession the Real Property may be.

Mortagor : An Owner of Real Property or a person holding a Real Right or personal right under a sale contract signed by the Owner of Real Property which is sold off-plan and registered in the Property Register or Interim Property Register.

Mortgagee : A creditor who lends money to a Mortgagor against the security of Real Property which exists physically or legally.

Article (3)

This Law shall apply to the Mortgage of Real Property or Real Property Units as a security for debt, whether the debt is secured by the whole Real Property, by a common interest therein, or by a Real Right or personal right in Real Property which is sold off plan.

Article (4)

A creditor-Mortgagee must be a bank, or a finance company or institution, that is duly licensed and registered with the UAE Central Bank to provide Real Property finance in the UAE.

Article (5)

1. A Mortgagor must be the Owner of the mortgaged Real Property or Real Property Unit and must have the capacity to dispose of the same.
2. A Mortgagor may be a debtor, or a real surety who concludes a Mortgage in favour of a debtor.

3. Subject to Articles (22), (23), and (24) of this Law, the mortgaged Real Property or Real Property Unit must physically exist or legally exist off-plan at the time of concluding the Mortgage.
4. A Mortgage may be created only on Real Property or Real Property Units that may be subject to valid transactions.

Article (6)

A Mortgage shall cover all appurtenances to the mortgaged Real Property or Real Property Unit, including any buildings, plants, Real Property by destination, and facilities constructed after the Mortgage contract is concluded.

Article (7)

1. A Mortgage shall come into effect only if it is registered with the DLD, and any agreement to the contrary shall be null and void.
2. A Mortgagor shall be liable for the Mortgage contract registration fees unless otherwise agreed by the parties.

Article (8)

1. Mortgage applications shall be submitted to the DLD signed by the Mortgagor and the Mortgagee, or real surety if applicable, and shall include the following:
 - a. all information related to the Real Property;
 - b. the value of the Real Property;
 - c. the value of the debt;
 - d. the mortgage term; and
 - e. particulars of the Mortgagor, Mortgagee, and real surety, including their domiciles and places of residence.
2. A Mortgage contract shall be executed in the form prescribed by the DLD, and an entry denoting the Mortgage shall be created on the Real Property Register or Interim Real Property Register, as the case may be. The rank of the Mortgage shall be determined in accordance with the date of its registration.
3. The DLD shall deliver to the contracting parties a Mortgage deed signed by the competent officer and stamped with the seal of the DLD.
4. A Mortgage deed may be in electronic format, in which case it shall have the same evidential value of a written Mortgage deed.

Article (9)

A Mortgage must secure a specified debt which is incurred or promised at the time of Mortgage.

Chapter Two

Legal Effects of Mortgages

Article (10)

A Mortgagor may sell, donate, or dispose in any other manner of, the mortgaged Real Property Unit or Real Property; or create any Real Right or personal right in the same only with the approval of the Mortgagee and provided that the person to whom the mortgaged property is disposed of agrees that all obligations of the Mortgagor under the Mortgage contract shall be transferred to him. A Mortgagee may stipulate in the Mortgage contract that the Mortgagor and the person to whom the Real Property is disposed of shall be jointly liable for these obligations.

Article (11)

Where a Mortgage contract includes a provision which stipulates that the ownership of mortgaged property be transferred to the Mortgagee if the Mortgagor fails to settle the debt by a fixed date, or stipulates that the mortgaged property be sold without following the relevant legal procedures, the Mortgage shall be valid but, in both cases, that provision shall be null and void. The provision shall also be null and void if it is included in a subsequent agreement.

Article (12)

A Mortgagor is entitled to manage his mortgaged Real Property and receive its proceeds unless the mortgaged Real Property is foreclosed and sold by public auction for failure to repay the debt.

Article (13)

Where a mortgaged Real Property is totally destroyed or becomes defective, the Mortgage shall be placed on the substitute property and the Mortgagee may enforce his rights against that property according to the rank of the Mortgage.

Article (14)

A debt may not be enforced against any property other than the mortgaged Real Property, and the real surety may not seek enforcement against other property of the debtor, before enforcement of the debt against the mortgaged property.

Article (15)

1. A Mortgagee may assign his rights to another person subject to the consent of the debtor. The deed of assignment shall be registered with the DLD.
2. A creditor-Mortgagee may, within the value of his debt, assign the rank of his Mortgage against the mortgaged Real Property to another creditor.

Article (16)

A Mortgage shall secure only the amount specified in the Mortgage contract unless otherwise provided for by law or agreement.

Article (17)

The rank of a Mortgage shall be determined by the serial number of its registration with the DLD. Where more than one person applies for registration of Mortgages against the debtor's interest in the same Real Property, these Mortgages shall be registered under the same number and the creditors shall rank equally for the purpose of distribution of the proceeds of sale by auction.

Article (18)

A creditor-Mortgagee shall have the right to enforce his debt, on the maturity date of his debt and in accordance with the rank of Mortgage, against the mortgaged Real Property while in the possession of any person. A person shall be deemed to have possession of the Real Property if the ownership of the Real Property is transferred to him, or he acquires any Real Right or personal right therein, after the Mortgage is concluded.

Article (19)

A Mortgagor shall guarantee the safety and integrity of the mortgaged Real Property until the date of repayment of the debt. A Mortgagee may object to any impairment to the value of the mortgaged Real Property, take any legal action to preserve his rights, and have recourse against the Mortgagor for reimbursement of relevant costs.

Article (20)

A Mortgage shall be terminated upon full repayment of the secured debt.

Chapter Three

Special Mortgages

Article (21)

A holder of the right of Musataha (right to use and exploit land belonging to another person) may mortgage buildings or plants for the period of Musataha but shall not be entitled to mortgage the land subject of the right of Musataha unless otherwise agreed.

Article (22)

A holder of a usufruct right or long-term lease of no less than ten (10) and no more than ninety-nine (99) years may mortgage his interest in the Real Property or Real Property Unit for the period of the usufruct or long-term lease.

Article (23)

A Mortgage of the right of Musataha, usufruct, or long-term lease shall be terminated, and the relevant entries shall be removed from the register, upon either repayment of the debt secured by the Mortgage or termination of the period of Musataha, usufruct, or long-term lease.

Article (24)

A purchaser of a Real Property Unit or Real Property which is sold off-plan, or before completion of its construction, may mortgage the same to secure a debt, provided that the Real Property Unit or Real Property is registered on the Interim Real Property Register maintained by the DLD.

Chapter Four

Procedures for Enforcement Against Mortgaged Real Property

Article (25)

In the event of default in the payment of a debt or upon fulfilment of a condition under which early repayment of the debt is required, the creditor-Mortgagee or his universal or particular successor may commence foreclosure and forced sale procedures against the mortgaged Real Property, provided that the debtor or the person who has possession of the mortgaged Real Property or Real Property Unit is served at least a thirty-day notice through a Notary Public.

Article (26)

If a debtor-Mortgagor, his universal or particular successor, or a real surety fails to pay the debt within the period stipulated in the preceding Article, the enforcement judge shall, upon request of the creditor-Mortgagee, issue an attachment order against the mortgaged Real Property in order to sell it by public auction in accordance with the applicable procedures of the DLD.

Article (27)

Subject to the preceding Article, the enforcement judge may, upon request of the debtor or real surety, postpone the sale by public auction once only for a period not exceeding sixty (60) days if it is established to the satisfaction of the enforcement judge that:

1. the debtor-Mortgagor can repay the debt within this grace period; or
2. the debtor may sustain gross damage as a result of sale of the mortgaged Real Property or Real Property Unit.

Article (28)

Subject to Articles (25), (26), and (27) of this Law, in case of failure to repay the debt within the prescribed grace period, the mortgaged Real Property shall be sold by public auction in accordance with the applicable procedures of the DLD no later than thirty (30) days from the date of expiry of the period stipulated in the relevant Article.

Article (29)

The debtor or his real surety may settle a debt secured by Mortgage and all its ancillary obligations prior to its maturity date.

Article (30)

Debts owed to creditor-Mortgagees shall be paid out of the price of mortgaged Real Property Unit or Real Property, or the substitute property, in accordance with the ranks of Mortgages even if all Mortgages are registered on the same day. Where the proceeds of sale are not sufficient to settle a debt, the creditor shall be entitled to claim the balance of the debt from the debtor.

Chapter Five

Final Provisions

Article (31)

Federal Law No. (5) of 1985 Issuing the Civil Code and its amendments and Federal Law No. (11) of 1992 Issuing the Civil Procedures Code shall apply to any matter not provided for in this Law.

Article (32)

The Real Property granted by the Government to UAE nationals or persons of similar status for commercial and residential purposes shall be governed by the provisions of this Law. The relevant orders and instructions issued by the Ruler, and the resolutions issued in implementation thereof, shall apply to that Real Property.

Article (33)

Mortgage deeds duly registered pursuant to this Law shall be binding on third parties.

Article (34)

The Chairman shall issue the resolutions required for the implementation of the provisions of this Law.

Article (35)

This Law shall be published in the Official Gazette and shall come into force sixty (60) days after the date on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 14 August 2008
Corresponding to 13 Shaban 1429 A.H.

Law No. (26) of 2007

**Regulating the Relationship between
Landlords and
Tenants in the Emirate of Dubai**

Law No. (26) of 2007

Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments;

Federal Law No. (10) of 1992 Issuing the Law of Evidence Governing Civil and Commercial Transactions;

Decree No. (2) of 1993 Establishing a Special Tribunal to Determine Disputes between Landlords and Tenants; and

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency,

Do hereby issue this Law.

Title

Article (1)

This Law shall be cited as "Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai".

Definitions and Scope of Application

Article (2)

In implementing the provisions of this Law, the following words and expressions shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate : The Emirate of Dubai.

RERA : The Real Estate Regulatory Agency.

Real Property : Immovable property, and everything affixed or annexed to it, which is leased out for residential purposes or for practising any business activity, trade, profession, or other lawful activity.

Lease Contract : A contract pursuant to which a Landlord is bound to allow a Tenant to use Real Property for a specific purpose, over a specific term, and in return for a specific consideration.

Landlord : A natural or legal person who is entitled by law or agreement to dispose of Real Property. This includes any person to whom the ownership of the

Real Property is transferred during the term of lease, agent or legal representative of the Landlord, or Tenant who is permitted by the Landlord to sublet the Real Property.

Tenant : A natural or legal person who is entitled to use Real Property pursuant to a Lease Contract, or any person to whom the lease is legally transferred from the Tenant.

Subtenant : A natural or legal person who is entitled to use Real Property or any part thereof pursuant to a Lease Contract entered into with the Tenant.

Rent : The specific consideration which a Tenant is bound to pay pursuant to a Lease Contract.

Tribunal : The Special Tribunal to Determine Disputes between Landlords and Tenants.

Notice : A written notification sent by either party to a Lease Contract to the other party through a Notary Public; or delivered by registered mail, by hand, or by any other technological means approved by law.

Article (3)

The provisions of this Law shall apply to Real Property leased out in the Emirate, including vacant and agricultural land, but excluding hotel units and Real Property provided free of Rent by natural or legal persons as accommodation for their employees.

Lease Contracts

Article (4)

1. The contractual relationship between a Landlord and a Tenant shall be regulated by a written Lease Contract signed by both parties which includes a description of the leased Real Property that leaves no room for uncertainty, the purpose of the Lease Contract, the name of the owner, the number and type of the land, and the area where the Real Property is located. It shall also determine the term of the Lease Contract, the Rent, and the Rent payment method.
2. All Lease Contracts related to Real Property which is governed by the provisions of this Law, and any amendments thereto, shall be registered with RERA. Judicial authorities and Government departments, authorities, and corporations must not consider any dispute or claim, or otherwise take any action based on a Lease Contract, unless the Lease Contract is registered with RERA in accordance with the relevant rules and regulations.

Term of Lease Contracts

Article (5)

The term of a Lease Contract must be specified. Where the term is not specified in the Lease Contract or where it is impossible to prove a claimed term, the Lease Contract shall be deemed valid for the period prescribed for payment of the Rent.

Article (6)

Where the term of a Lease Contract expires but the Tenant continues to occupy the Real Property without any objection by the Landlord, the Lease Contract shall be renewed for the same term or for a term of one (1) year, whichever is shorter, under the same terms of the previous Lease Contract.

Article (7)

Where a Lease Contract is valid, it may not be unilaterally terminated during its term by the Landlord or the Tenant. It can only be terminated by mutual consent or in accordance with the provisions of this Law.

Article (8)

The term of a sublease contract entered into between a Tenant and a Subtenant shall expire upon expiry of the term of the Lease Contract entered into between the Landlord and the Tenant, unless the Landlord expressly agrees to extend the term of the sublease contract.

Rent

Article (9)

Landlords and Tenants must specify Rent in Lease Contracts. In any event, the Rent may not be increased, nor may any of the terms of the Lease Contract be amended, before the lapse of two (2) years from the date on which the contractual relationship is established for the first time.

Article (10)

RERA shall have the authority to establish criteria relating to the percentage of Rent increase in the Emirate in line with the requirements of the prevailing economic situation in the Emirate.

Article (11)

Unless otherwise agreed, the Rent shall cover the use of the Real Property facilities, such as swimming pools, playgrounds, gymnasiums, health clubs, car parks, and other facilities.

Article (12)

A Tenant shall pay the Landlord the Rent on the dates mutually agreed upon by them. In the absence of an agreement or where it is impossible to verify the payment dates, the Rent must be annually paid in four (4) equal instalments to be settled in advance.

Article (13)

1. Subject to the provisions of Article (9) of this Law and for the purposes of renewing a Lease Contract, the Landlord and Tenant may reconsider the Rent, and if they do not reach an agreement and it is proved necessary to extend the term of the Lease Contract, the Tribunal may decide on extending the Lease Contract and determine the Rent based on the rental value of similar Real Property.
2. The Tribunal shall determine the rental value of similar Real Property in accordance with the legislation approving the criteria and Rent amounts proposed by RERA, taking into account the condition of the Real Property and the prevailing rental value of similar Real Property in other similar Real Property markets within the same area.

Article (14)

Unless otherwise agreed by the parties to a Lease Contract, where either party does not wish to renew the Lease Contract or wishes to amend any of its terms, that party must notify the other party of this intent no less than ninety (90) days before the date on which the Lease Contract expires.

Landlord Obligations

Article (15)

A Landlord shall be bound to hand over the Real Property in a good condition which allows the Tenant to fully use it as stated in the Lease Contract.

Article (16)

Unless otherwise agreed by the parties, a Landlord shall, during the term of the Lease Contract, be responsible for the Real Property maintenance works and for repairing any breakdown or defect that affects the Tenant's full intended use of the Real Property.

Article (17)

A Landlord may not make to the Real Property, or any of its facilities or appurtenances, any changes that preclude the intended use of the same. The Landlord shall be responsible for any such changes whether made by him or by any other person authorised by him. In addition, the Landlord shall be responsible for any breakdown, impairment, defect, or damage sustained by the Real Property for reasons beyond the control of the Tenant.

Article (18)

A Landlord must grant the Tenant any approvals required to be submitted to competent official entities in the Emirate where the Tenant wishes to carry out decoration works in the Real Property or any other works that require such approvals. These approvals shall be granted on condition that the works do not affect the structure of the Real Property and that the Tenant provides the official documents proving that the approvals are required.

Tenant Obligations

Article (19)

A Tenant must pay the Rent on its due dates and must maintain the Real Property in a good condition as a reasonable person would maintain his own property. Without prejudice to the Tenant's obligation to carry out any restoration that is agreed upon or which is customary for Tenants to undertake, the Tenant may not make any changes or carry out any restoration or maintenance works in the Real Property without obtaining the permission of the Landlord and the necessary licences from the competent official entities.

Article (20)

When entering into a Lease Contract, a Landlord may collect from the Tenant a security deposit for the purpose of maintenance of the Real Property upon the expiry of the Lease Contract. The Landlord must refund this deposit or the balance thereof to the Tenant upon expiry of the Lease Contract.

Article (21)

Upon expiry of the term of a Lease Contract, the Tenant must surrender possession of the Real Property to the Landlord in the same condition in which the Tenant received it at the time of entering into the Lease Contract, except for ordinary wear and tear or any damage sustained due to reasons beyond the Tenant's control. Where a dispute between the parties arises in this regard, it shall be referred to the Tribunal to issue its decision on the same.

Article (22)

Unless the Lease Contract states otherwise, the Tenant must pay all fees and taxes owed to Government entities and departments in relation to the use of the Real Property, and must pay the fees or taxes prescribed for any sublease of the Real Property.

Article (23)

Unless otherwise agreed by the parties, upon vacating, and surrendering possession of, the Real Property, the Tenant may not remove any fixed leasehold improvements made by him.

Article (24)

Unless otherwise agreed by the parties to a Lease Contract, the Tenant may not sublease, or assign the use of, the Real Property to third parties unless the relevant written consent of the Landlord is obtained.

Eviction Cases

Article (25)

1. A Landlord may request eviction of the Tenant from the Real Property before expiry of the Lease Contract term in any of the following cases:
 - a. where the Tenant fails to pay the Rent or any part thereof within thirty (30) days from the date of service of a Notice on the Tenant by the Landlord requesting the payment;
 - b. where the Tenant sublets the Real Property or any part thereof without obtaining the Landlord's written approval, in which case the eviction shall apply to the Subtenant, who shall reserve the right to claim compensation from the Tenant;

- c. where the Tenant uses the Real Property or allows others to use it for any illegal purpose or for a purpose which conflicts with public order or morals;
 - d. where the Tenant makes any change to the Real Property that endangers its safety in a manner that makes it impossible to restore the Real Property to its original state; or causes damage to the Real Property as a result of his deliberate act, or his gross negligence by failing to exercise due caution and care or allowing others to cause that damage;
 - e. where the Tenant uses the Real Property for a purpose other than that for which it is leased, or otherwise uses the Real Property in a manner that violates the planning, construction, and land use regulations in force in the Emirate;
 - f. where the Real Property is likely to collapse, provided that the Landlord proves this by a technical report certified by the Dubai Municipality, or
 - g. where the Tenant fails to comply with any of his obligations under this Law or any of the Lease Contract terms within thirty (30) days from the date on which a Notice requesting him to comply with that obligation or term is served upon him by the Landlord.
2. Upon expiry of the Lease Contract, the Landlord may seek eviction of the Tenant from the Real Property if:
- a. the competent Government entities decide that the demolition and reconstruction of the Real Property are mandated in accordance with urban development requirements in the Emirate;
 - b. the Real Property is in a condition that requires restoration or comprehensive maintenance that cannot be carried out while the Tenant occupies the Real Property, provided that this condition of the Real Property is verified by a technical report certified by the Dubai Municipality;
 - c. the Landlord wishes to demolish and reconstruct the Real Property or to add any new structures that would prevent the Tenant from using the Real Property, provided that the Landlord obtains the required permits from the competent entities; or
 - d. the Landlord wishes to retake possession of the Real Property for his own use or for use by any of his first-degree relatives.

In any of the above-mentioned four (4) cases, the Landlord must notify the Tenant of the eviction reasons no less than ninety (90) days prior to expiry of the Lease Contract.

Article (26)

If, upon expiry of a Lease Contract, the Landlord requests retaking possession of the Real Property for his own use or for use by any of his first-degree relatives, and the Tribunal awards him that possession, the Landlord may not rent the Real Property to a third party before the lapse of at least one (1) year from the date of retaking possession of the Real Property. Otherwise, the Tenant may request the Tribunal to award him appropriate compensation.

General Provisions

Article (27)

A Lease Contract does not expire upon the death of the Landlord or the Tenant. The contractual relationship shall continue with their heirs unless the heirs of the Tenant wish to terminate that relationship, in which case the termination shall come into effect no less than thirty (30) days after the date of notifying the Landlord of this intent or after the date of expiry of the Lease Contract, whichever occurs earlier.

Article (28)

Transferring the ownership of Real Property to a new owner does not affect the Tenant's right to continue to occupy the Real Property in accordance with the Lease Contract entered into with the previous owner, provided that the Lease Contract has a fixed date.

Article (29)

1. A Tenant shall have the right of first refusal to return to the Real Property where it is demolished and reconstructed, or renovated and restored, by the Landlord, in which case the Rent must be determined in accordance with the provisions of Article (13) of this Law.
2. The Tenant must exercise the right of first refusal referred to in the preceding paragraph within a period not exceeding thirty (30) days from the date the Tenant is notified of the same by the Landlord.

Article (30)

If the Tribunal issues an award terminating the Lease Contract while the Real Property is occupied by a Subtenant under a contract entered into with the Tenant and approved by the Landlord, the Subtenant may continue to occupy the Real Property under the terms of the sublease contract.

Article (31)

Filing a claim to evict a Tenant does not exempt the Tenant from paying the Rent for the whole period during which the claim is being heard until a relevant award is rendered and enforced.

Article (32)

If the Landlord and Tenant agree in the Lease Contract, or in any other subsequent agreement, to refer any dispute arising between them out of the Lease Contract performance to arbitration, neither party may take any action that would affect the Real Property or the parties' rights and obligations as set forth in the Lease Contract. The Tribunal may, upon the request of the Landlord or the Tenant, issue any interim awards it deems appropriate to preserve the rights and legal positions of the parties until an arbitration award is rendered.

Final Provisions

Article (33)

In case a dispute arises where the Landlord and Tenant have not agreed on the arbitrators or where one or more of the agreed on arbitrators refrains from doing the work, resigns, is removed, or is disqualified; or where an issue arises preventing the arbitrator from doing his work in the absence of an agreement between the parties in this regard, the Tribunal shall, upon the request of either party, appoint the arbitrator(s).

The number of arbitrators appointed by the Tribunal must be equal to, or complete, the number of arbitrators agreed on.

Article (34)

The Landlord may not disconnect services from the Real Property or disturb the Tenant's use of the Real Property in any manner. If this happens, the Tenant may resort to the police station under whose jurisdiction the Real Property falls to seek remedy of the disturbance or to file a police report regarding the same. He may also resort to the Tribunal by filing a claim for compensation for damage, supported by the official reports proving the disturbance.

Article (35)

Awards relating to vacating Real Property shall be enforced through the Tribunal pursuant to the rules and procedures issued in this respect. Other awards issued by the Tribunal shall be enforced by the Enforcement Division of the Dubai Courts.

Article (36)

RERA shall prepare the bylaws and resolutions required for the implementation of the provisions of this Law and shall submit the same to the Chairman of the Executive Council for approval.

Article (37)

This Law shall be published in the Official Gazette and shall come into force sixty (60) days after the date of its publication.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 26 November 2007
Corresponding to 16 Thu al-Qidah 1428 A.H.



Law No. (33) of 2008

Amending Law No. (26) of 2007

Regulating the Relationship between

**Landlords and Tenants in
the Emirate of Dubai**

Law No. (33) of 2008
Amending Law No. (26) of 2007
Regulating the Relationship between
Landlords and Tenants in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments;

Federal Law No. (10) of 1992 Issuing the Law of Evidence Governing Civil and Commercial Transactions and its amendments;

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency;

Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai (the "Original Law"); and

Decree No. (2) of 1993 Establishing a Special Tribunal to Determine Disputes between Landlords and Tenants and its amendments,

Do hereby issue this Law.

Article (1)

Articles (2), (3), (4), (9), (13), (14), (15), (25), (26), (29), and (36) of the Original Law are hereby superseded by the following:

Article (2)

In implementing the provisions of this Law, the following words and expressions shall have the meaning indicated opposite each of them unless the context implies otherwise:
Emirate: The Emirate of Dubai.

Tribunal : The Special Tribunal to Determine Disputes between Landlords and Tenants.

RERA : The Real Estate Regulatory Agency.

Real Property : Immovable property, and everything attached or annexed to it, which is leased out for residential purposes or for practising any commercial activity, trade, profession, or other lawful activity.

Lease Contract : A contract pursuant to which a Landlord is bound to allow a Tenant to use Real Property for a specific purpose, over a specific term, and in return for specific consideration.

Landlord	: A natural or legal person who is entitled by law or agreement to dispose of Real Property. This includes any person to whom the ownership of the Real Property is transferred during the term of lease, agent or legal representative of the Landlord, or Tenant who is permitted by the Landlord to sublet the Real Property.
Tenant	: A natural or legal person who is entitled to use Real Property pursuant to a Lease Contract, or any person to whom the lease is legally transferred from the Tenant.
Subtenant	: A natural or legal person who is entitled to use Real Property or any part thereof pursuant to a Lease Contract entered into with the Tenant.
Rent	: The specific consideration which a Tenant is bound to pay pursuant to a Lease Contract.
Notice	: A written notification sent by either party to a Lease Contract to the other party through a Notary Public; or delivered by registered mail, by hand, or by any other technological means approved by law.

Article (3)

The provisions of this Law shall apply to land and Real Property leased out in the Emirate, excluding Real Property provided free of Rent by natural or legal persons as accommodation for their employees.

Article (4)

1. The contractual relationship between a Landlord and a Tenant shall be regulated by a Lease Contract which includes a description of the leased Real Property that leaves no room for uncertainty; the purpose of the lease; the term of the Lease Contract; the Rent and its payment method; and the name of the Real Property owner if the Landlord is not the owner.
2. All Lease Contracts related to Real Property which is governed by the provisions of this Law, and any amendments thereto, shall be registered with RERA.

Article (9)

1. Landlords and Tenants must specify Rent in Lease Contracts. Where the parties fail to specify the Rent and it is impossible to prove the Rent agreed upon by them, the Rent shall be the rental value of similar Real Property.

2. The Tribunal shall determine the rental value of similar Real Property taking into account the criteria for determining the percentage of Rent increase prescribed by RERA; the prevailing economic situation in the Emirate; the condition of the Real Property; the prevailing rental value of similar Real Property in other similar Real Property markets within the same area; the provisions of any legislation in force in the Emirate regulating Real Property Rent, and any other factors which the Tribunal deems appropriate.

Article (13)

For the purposes of renewing a Lease Contract, the Landlord and Tenant may, prior to the expiry of the Lease Contract, amend any of its terms or reconsider increasing or reducing the Rent. If the Landlord and Tenant fail to reach an agreement in this regard, the Tribunal may determine the fair Rent, taking into account the criteria stipulated in Article (9) of this Law.

Article (14)

Unless otherwise agreed by the parties to a Lease Contract, where either party wishes to amend any of its terms pursuant to Article (13) of this Law, that party must notify the other party of this intent no less than ninety (90) days before the date on which the Lease Contract expires.

Article (15)

A Landlord shall be bound to hand over the Real Property in a good condition which allows the Tenant to fully use it as stated in the Lease Contract.

Notwithstanding the foregoing, the parties may agree upon renting Real Property before completion of its construction, in which case the Tenant must complete the construction of the Real Property and make it suitable for its intended use. The agreement shall determine the party liable to pay the costs of completion of the construction.

Article (25)

1. A Landlord may request eviction of the Tenant from the Real Property before expiry of the Lease Contract only in the following cases:
 - a. unless otherwise agreed by the parties, where the Tenant fails to pay the Rent or any part thereof within thirty (30) days from the date of service of a Notice on the

- b. Tenant by the Landlord requesting the payment;
- c. where the Tenant sublets the Real Property or any part thereof without obtaining the Landlord's written approval, in which case the eviction shall apply to the Tenant and to the Subtenant, who shall reserve the right to claim compensation from the Tenant;
- d. where the Tenant uses the Real Property or allows others to use it for any illegal purpose or for a purpose which conflicts with public order or morals;
- e. unless otherwise agreed by the parties, where the leased Real Property is used as business premises and the Tenant leaves it unoccupied without a valid reason for a period of thirty (30) consecutive days or ninety (90) non-consecutive days in a year;
- f. where the Tenant makes any change to the Real Property that endangers its safety in a manner that makes it impossible to restore the Real Property to its original state; or causes damage to the Real Property as a result of his deliberate act, or his gross negligence by failing to exercise due caution and care or allowing others to cause that damage;
- g. where the Tenant uses the Real Property for a purpose other than that for which it is leased, or otherwise uses the Real Property in a manner that violates the planning, construction, and land use regulations in force in the Emirate;
- h. where the Real Property is likely to collapse, provided that the Landlord proves this by a technical report issued by or certified by the Dubai Municipality;
- i. where the Tenant fails to comply with any of his obligations under this Law or any of the Lease Contract terms within thirty (30) days from the date on which a Notice requesting him to comply with that obligation or term is served upon him by the Landlord;
- j. where the competent Government entities decide that the demolition and reconstruction of the Real Property are mandated in accordance with urban development requirements in the Emirate.

For the purposes of paragraph (1) of this Article, the Landlord shall serve a Notice on the Tenant through a Notary Public or by registered mail.

2. Upon expiry of the Lease Contract, the Landlord may seek eviction of the Tenant from the Real Property only if:
 - a. the Real Property owner wishes to demolish and reconstruct it or to add any new structures that would prevent the Tenant from using the Real Property, provided that the owner obtains the required permits from the competent entities; or
 - b. the Real Property is in a condition that requires restoration or comprehensive maintenance that cannot be carried out while the Tenant occupies the Real Property, provided that this condition of the Real Property is verified by a technical report issued or certified by the Dubai Municipality;

- c. the Real Property owner wishes to retake possession of the Real Property for his own use or for use by any of his first-degree relatives, provided that the owner proves that he does not own any alternative Real Property that is suitable for this purpose; or
- d. the leased Real Property owner wishes to sell it.

For the purposes of paragraph (2) of this Article, the Landlord must notify the Tenant of the eviction reasons at least twelve (12) months before the date of eviction, and the notice must be served through a Notary Public or by registered mail.

Article (26)

Where the Tribunal rules in favour of the Landlord retaking possession of the Real Property for his own use or for use by any of his first-degree relatives, in accordance with subparagraph (2)(c) of Article (25) of this Law, the Landlord may not rent the Real Property to a third party before the lapse of at least two (2) years in case of residential Real Property, or three (3) years in case of non-residential Real Property, from the date of retaking possession of the same. Otherwise, the Tenant may request the Tribunal to award him fair compensation.

Article (29)

1. A Tenant shall have the right of first refusal to return to the Real Property where it is demolished and reconstructed, or renovated and restored, by the Landlord, in which case the Rent must be determined in accordance with the provisions of Article (9) of this Law.
2. The Tenant must exercise the right of first refusal referred to in the preceding paragraph within a period not exceeding thirty (30) days from the date on which the Tenant is notified of the same by the Landlord.

Article (36)

The Chairman of the Executive Council shall issue the regulations, bylaws, and resolutions required for the implementation of the provisions of this Law.

Article (2)

This Law shall be published in the Official Gazette and shall come into force on the day on which it is published.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 1 December 2008
Corresponding to 3 Thu al-Hijjah 1429 A.H.

The background features a large, abstract graphic on the left side composed of numerous thin, curved gold lines that curve upwards and outwards. To the right of this graphic is a large, solid dark green shape that tapers towards the bottom right corner. The overall design is clean and modern, with a focus on geometric shapes and a limited color palette of gold, white, and green.

Law No. (8) of 2007

**Concerning Escrow Accounts for Real
Property Development in
the Emirate of Dubai**

Law No. (8) of 2007
Concerning Escrow Accounts for Real
Property Development in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code and its amendments;

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai; and

Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai,

Do hereby issue this Law.

Chapter One
Definitions and General Provisions
Article (1)

This Law shall be cited as "Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai".

Definitions
Article (2)

The following words and expressions shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate	: The Emirate of Dubai.
DLD	: The Land Department.
Chairman	: The chairman of the DLD.
Director General	: The director general of the DLD.
Register	: The register maintained by the DLD for registering Developers.
Escrow Account	: A bank account of a Real Property Development project in which the payments made by the purchasers of Units sold off plan or by the financers of the project are deposited.
Developer	: Any natural or legal person who is licensed to engage in the purchase and sale of Real Property for Real Property Development purposes. This includes master developers and sub-developers.

Escrow Agent	: A financial or banking institution certified by the DLD to manage an Escrow Account.
Competent Entity	: Any of the Government entities in charge of licensing Developers.
Real Property Development	: Projects for the construction of multi-storey buildings or compounds for residential or commercial purposes.
Real Property	: Anything which is fixed and cannot be moved without damage or alteration of its structure.
Unit	: A designated part of Real Property that a Developer sells to others.

Article (3)

This Law shall apply to Developers who sell Units off-plan in Real Property Development projects in the Emirate and receive payments from purchasers or financers in return for the same.

Article (4)

The DLD shall maintain a register known as the "Real Property Developers Register" in which the names of Developers licensed to conduct the Real Property Development activity in the Emirate shall be recorded. No Developer may conduct the activity unless he is recorded in that register and licensed by the Competent Entities in accordance with the relevant requirements prescribed by them.

Article (5)

A Developer may not advertise in local or international media, or participate in local or international exhibitions, to promote the sale of Units or Real Property off-plan unless he obtains a written permit from the DLD. The Director General shall issue the resolutions required for regulating advertisements in the media and participation in exhibitions.

Chapter Two
Opening Escrow Accounts
Article (6)

A Developer who wishes to sell Units off-plan must submit to the DLD a request to open an Escrow Account. The request must be accompanied by:

1. the certificate of membership in the Dubai Chamber of Commerce and Industry;
2. the commercial licence;
3. the title deed of the land to be developed;
4. a copy of the contract concluded between the master developer and the sub-developer;
5. the initial architectural designs and engineering plans approved by the Competent Entities and the master developer;
6. a financial statement of the estimated cost and revenues of the project, which is approved by a certified auditor;
7. an undertaking by the sub-developer to commence the construction works of the project upon obtaining the master developer's approval of off-plan sale, or an undertaking by the master developer in case of no sub-developers; and
8. a sale contract template between the Developer and purchaser.

Article (7)

An Escrow Account shall be opened pursuant to a written agreement between the Developer and the Escrow Agent whereby the payments made by off-plan Units purchasers, or by the financers of the project, shall be deposited in a special account with the Escrow Agent in the name of the Real Property Development project.

The agreement shall prescribe the account management terms and the rights and obligations of contracting parties. A copy of this agreement shall be deposited with the DLD.

Article (8)

The DLD may create an entry on the registry folio of the land owned by the master developer to denote that a sale agreement is concluded between the master developer and the sub-developer in respect of this land or any part thereof. A purchaser of an off-plan Unit may apply to the DLD to create an entry on the registry folio of the land on which the project is to be constructed to denote that a sale agreement is concluded between that purchaser and the sub-developer.

Chapter Three
Management of Escrow Accounts
Article (9)

1. An Escrow Account shall be opened in the name of each Real Property project, and shall be exclusively dedicated for the purpose of implementing that project. No attachment may be imposed on the amounts deposited in this account in favour of the creditors of the Developer.
2. In the event of multiple projects implemented by the Developer, each project must have a separate Escrow Account.

Article (10)

1. The DLD shall maintain a special register known as the "Escrow Agents Register" in which the names of Escrow Agents are recorded.
2. An Escrow Agent must be competent to manage Escrow Accounts.

Article (11)

1. An Escrow Agent must provide the DLD with periodic statements of the revenues and expenditures of the Escrow Account. The DLD may, at any time, request the Escrow Agent to provide any information or data it requires. In all events, the DLD may, as it deems appropriate, seek assistance from any person to audit these statements and data.
2. If it is proven to the satisfaction of the DLD that an Escrow Agent has committed any violation of this Law or its implementing bylaws, the DLD must notify the Escrow Agent in writing and grant him a time limit to remedy that violation.

Article (12)

Depositors, or their representatives, may have access to their accounting records and request copies of these records. Representatives of official authorities may also have access to, and obtain copies of, these records.

Article (13)

Where a Developer mortgages a project in order to obtain a loan from a finance institution or company, this institution or company must deposit the loan amount in the relevant Escrow Account to be managed in accordance with the provisions of this Law.

Article (14)

An Escrow Agent must retain five percent (5%) of the total value of the Escrow Account after the Developer obtains the completion certificate. The retained amount shall be released to the Developer only upon the lapse of one (1) year from the registration of Units in the names of purchasers.

Article (15)

In case of any emergency resulting in non-completion of a Real Property project, the Escrow Agent of that project must, upon consultation with the DLD, take the necessary measures to preserve the rights of depositors by ensuring the completion of the Real Property project and refund of the payments made by the depositors.

Chapter Four

Penalties

Article (16)

Without prejudice to any penalties stipulated in any other legislation, an imprisonment sentence and a fine of not less than one hundred thousand Dirhams (AED 100,000.00), or either penalty, shall be inflicted on:

1. any person who conducts the Real Property Development activity in the Emirate without a licence;
2. any person who submits to the Competent Entities false documents or information in order to obtain a licence to conduct the Real Property Development activity;
3. any person who knowingly offers for sale Units in fraudulent Real Property projects;
4. any person who embezzles, steals, or misappropriates any payments made to him for the purpose of implementing a Real Property project;
5. any auditor who deliberately issues a false report on the financial position of a Developer, or deliberately refrains from disclosing essential facts in his report;
6. a consultant who knowingly certifies false documents related to a Real Property project; or

7. a Developer who deals with a broker who is not registered on the Real Property Brokers Register maintained by the DLD in accordance with Bylaw No. (85) of 2006 Concerning the Real Property Brokers Register in the Emirate of Dubai.

Article (17)

A Developer shall be struck-off the Register if:

1. he is declared bankrupt;
2. he fails, without a valid reason, to commence construction works within six (6) months from the date on which he is granted the approval to sell Units off-plan;
3. the licence granted to him by the relevant licensing authority is revoked;
4. he commits any of the violations stipulated in sub-paragaphs (16)(2), (16)(3), (16)(4), and (16)(5) of this Law; or
5. he violates any of the laws and bylaws regulating the Real Property Development activity in the Emirate.

Chapter Five

Final Provisions

Article (18)

All Developers existing by the effective date of this Law must comply with its provisions within six (6) months from the date on which it is published in the Official Gazette. The DLD may extend this grace period as it deems appropriate.

Article (19)

The DLD may charge fees for any of the services provided under this Law.

Article (20)

Any provision in any other law or bylaw shall be repealed to the extent that it contradicts the provisions of this Law.

Article (21)

The Chairman shall issue the resolutions required for the implementation of this Law.

Article (22)

This Law shall be published in the Official Gazette and shall come into force on the day on which it is published.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

Issued in Dubai on 6 May 2007
Corresponding to 19 Rabi al-Thani 1428 A.H.

Law No. (7) of 2006

Concerning

**Real Property Registration in the
Emirate of Dubai**

**Law No. (7) of 2006
Concerning
Real Property Registration in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments;

Federal Law No. (11) of 1992 Issuing the Civil Procedures Code and its amendments;

Law No. (7) of 1997 Concerning Land Registration Fees; and

The Decree of 1960 Establishing the Land Affairs Committee,

Do hereby issue this Law:

**Chapter One
Title and Definitions
Article (1)**

This Law shall be cited as "Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai".

Article (2)

The following words and expressions, wherever mentioned in this Law, shall have the meaning indicated opposite each of them, unless the context implies otherwise:

UAE	: The United Arab Emirates.
Emirate	: The Emirate of Dubai.
Government	: The Government of Dubai, including any of its departments, authorities, or public corporations.
Ruler	: His Highness the Ruler of the Emirate of Dubai.
DLD	: The Land Department.
Chairman	: The chairman of the DLD.
Director General	: The director general of the DLD.
Real Property	: Anything which is fixed and cannot be moved without damage or alteration of its structure.
Real Property Right	: Any principal or ancillary real right in Real Property.
Real Property Register	: A set of documents which are created or maintained by the DLD in paper format or in electronic format as part of its electronic registry, and which state the description and location of each Real Property and the rights attached thereto.

Real Property Unit

: Land plot which is located in a Real Property Area, including any buildings, plants, or other thing existing thereon, without any part thereof being separated from other parts by any public or private property, and without any part thereof having rights or encumbrances other than those which the other parts have.

Real Property Area

: A set of Real Property Units which are demarcated by main roads or fixed and clear landmarks and which have an approved name and a distinct number, in accordance with the regulations adopted by the DLD.

Person

: Any natural or legal person.

**Chapter Two
Scope of Application and Right of Ownership
Article (3)**

The provisions of this Law shall apply to Real Property existing in the Emirate.

Article (4)

The right to own Real Property in the Emirate shall be restricted to UAE nationals, nationals of the Gulf Cooperation Council States, companies fully owned by these nationals, and public joint stock companies. Subject to the approval of the Ruler, non-UAE nationals may be granted the following rights in the relevant areas determined by the Ruler:

- a. Freehold ownership of Real Property, without time restrictions; and
- b. Usufruct or lease rights in Real Property for up to ninety-nine (99) years.

**Chapter Three
General Provisions
Article (5)**

Original documents and court judgments pursuant to which Real Property is registered shall be maintained by the DLD and may not be taken out of its premises. Pursuant to the provisions of this Law, any interested parties, judicial authorities, or experts and specialised committees appointed by judicial authorities may have access to the documents maintained in the register and obtain certified copies thereof.

Chapter Four
Functions of the DLD
Article (6)

The DLD shall be exclusively authorised to register Real Property Rights and long-term lease contracts provided for in Article (4) of this Law. For this purpose, the DLD shall:

1. determine areas to be surveyed or re-surveyed and certify their plans;
2. prescribe rules relating to survey and inspection, and issue plans of Real Property Units;
3. prepare contract templates relating to Real Property dispositions;
4. prescribe rules for organising, archiving, and destroying documents;
5. prescribe rules for using computers for storing and recording data;
6. prescribe rules for regulating and maintaining the Real Property brokers register;
7. prescribe rules for Real Property valuation;
8. prescribe rules for the sale of Real Property by voluntary public auctions, and supervise these auctions;
9. determine fees for the services provided by the DLD; and
10. establish branches for the DLD as the Director General deems appropriate.

Chapter Five
Real Property Register
Article (7)

A Real Property Register shall be maintained by the DLD to record all Real Property Rights and any variation thereto. This register shall have conclusive evidentiary value as against all persons, and the authenticity of its data may only be challenged on grounds of fraud or forgery.

Article (8)

Subject to the provisions of Article (7) of this Law, all Real Property documents and instruments electronically stored in computers shall have the same evidentiary value as original documents and instruments.

Chapter Six
Registration
Article (9)

All dispositions that create, transfer, change, or extinguish Real Property Rights, and all the final rulings validating these dispositions, must be recorded in the Real Property Register. These dispositions shall not be deemed effective unless recorded in the Real Property Register.

Article (10)

Where a Person fails to comply with his undertaking to transfer a Real Property Right, his liability shall be limited to the obligation to pay compensation, whether or not compensation is stipulated in the undertaking.

Article (11)

Where an estate includes Real Property Rights, the decree of distribution shall be registered on the Real Property Register. A disposition by any heir of any of these rights shall not be effective or binding as against third parties unless it is registered on the Real Property Register.

Article (12)

The DLD may, in accordance with the procedures prescribed pursuant to the relevant resolution of the Chairman of the DLD, consider any applications for registration submitted by persons in possession of land that is not registered in their names, in order to ensure compliance with the requirements of registration of this land.

Chapter Seven
Variation or Correction of Real Property Register Data
Article (13)

The DLD may, upon the request of any interested party or on its own initiative and subject to notifying all concerned parties, correct any manifest material errors in the folios of the Real Property Register.

Article (14)

The DLD shall, in coordination with the competent entities, update the data of Real Property Units, including any buildings, plants, or other things existing thereon.

Chapter Eight Plans Article (15)

1. The registration of a Real Property Area or Real Property Unit shall be based upon the following plans:
 - a. the Topographic Master Plan;
 - b. the Real Property Unit Plan; and
 - c. the Real Property Area Plan.
2. Each Real Property Area shall have a separate plan which shows the Real Property Units located therein and their numbers.
3. Each Real Property Unit shall have a separate plan which shows its location, boundaries, dimensions, area, landmarks, and structures; as well as the numbers of adjacent units.

Chapter Nine Subdivision and Amalgamation Article (16)

If a dominant Real Property Unit is subdivided, each resulting part shall continue to have an easement over the servient Real Property Unit, provided that this does not increase the burden on that servient unit. However, if the easement is beneficial only to some of these parts, the owner of the servient Real Property Unit may apply to the DLD to extinguish the easement that other parts have.

Article (17)

If a servient Real Property Unit is subdivided, each resulting part shall continue to be subject to the easement. However, if the easement is actually exercised only over some of these parts, or cannot be exercised over some parts, the owner of each of these parts may apply to the DLD, in accordance with the provisions of this Law, to extinguish the easement over his part.

Article (18)

An easement shall be terminated if the dominant and servient Real Property Units become owned by the same Person.

Article (19)

Where a Real Property Unit encumbered by an ancillary real right is subdivided into two or more Real Property Units, each resulting new Real Property Unit shall be encumbered by the entire right. The new owners may agree with the holder of the ancillary real right to divide his right so that each new Real Property Unit be encumbered by only part of that right as agreed.

Article (20)

In the event of amalgamation of two (2) Real Property Units, of which one is encumbered by an ancillary real right while the other is not, the entire new Real Property Unit shall be encumbered by the ancillary real right without the need for approval of the amalgamation by the holder of the right.

However, where each of the Real Property Units is encumbered by a separate ancillary real right, the amalgamation must be approved by the holders of these rights.

Article (21)

Any subdivision or amalgamation of Real Property Units must be registered in the Real Property Register.

Chapter Ten Title Deeds Article (22)

The DLD shall issue title deeds in respect of Real Property Rights based on the records of the Real Property Register.

Article (23)

Without prejudice to the provisions of any other law, a multi-apartment or multi-storey building shall be deemed a single Real Property Unit and shall have one Real Property folio in the Real Property Register, which shall be accompanied by other supplementary folios that contain the names of owners of the apartments, floors, and common areas of the Real Property.

Article (24)

1. The title deeds referred to in Article (22) of this Law shall have conclusive evidentiary value in proving Real Property Rights.
2. Any conditions, covenants, or restrictions applicable to the Real Property Rights in a Real Property Unit, as well as any other relevant obligations, shall be recorded in folio of the Real Property Unit.

Chapter Eleven

Final Provisions

Article (25)

The provisions of Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments shall apply to all matters not provided for in this Law.

Article (26)

1. Any agreement or disposition concluded in breach of the provisions of this Law shall be null and void. In addition, any agreement or disposition concluded with the intent to circumvent the provisions of this Law shall be null and void.
2. A judgment invalidating that agreement or disposition may be sought by any interested party, the DLD, or the Public Prosecution; or otherwise issued by the court on its own initiative.

Article (27)

The Decree Dated 6 November 1977 Concerning Civil and Criminal Lawsuits Related to Disposition of Land in the Emirate of Dubai is hereby repealed.

Article (28)

The Chairman shall issue the bylaws, decisions, orders, and instructions required for the implementation of the provisions of this Law.

Article (29)

This Law shall be published in the Official Gazette and shall come into force on the day on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 13 March 2006
Corresponding to 13 Safar 1427 A.H.



Law No. (7) of 2019
Amending Law No. (7) of 2006
Concerning
Real Property Registration in the
Emirate of Dubai

**Law No. (7) of 2019
Amending Law No. (7) of 2006
Concerning
Real Property Registration in the Emirate of Dubai**

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Federal Law No. (5) of 1985 Issuing the Civil Code of the United Arab Emirates and its amendments; and

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai,

Do hereby issue this Law.

**Publication and Commencement
Article (2)**

This Law shall be published in the Official Gazette and shall come into force on the day on which it is published.

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

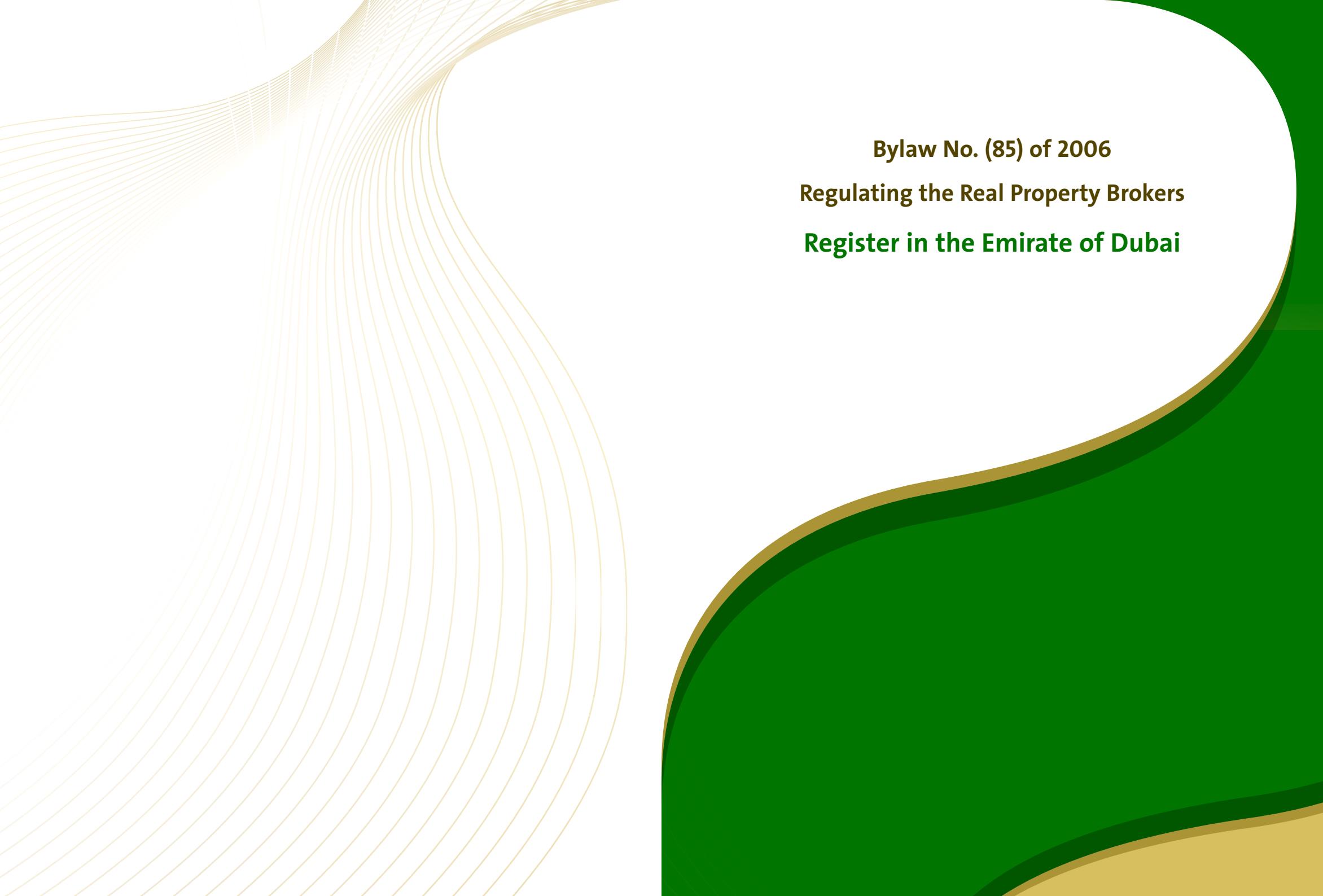
Issued in Dubai on 4 September 2019
Corresponding to 5 Muharram 1441 A.H.

**Superseded Article
Article (1)**

Article (9) of the above-mentioned Law No. (7) of 2006 is hereby superseded by the following:

**Registration
Article (9)**

- a. All dispositions that create, transfer, change, or extinguish Real Property Rights, and all the final rulings validating these dispositions, must be recorded in the Real Property Register. These dispositions shall not be deemed effective unless recorded in the Real Property Register.
- b. Without prejudice to the rights of Persons acting in good faith, and subject to the provisions stipulated in the above-mentioned Federal Law No. (5) of 1985 concerning claims for infectiveness of debtors' dispositions as against creditors, all Real Property dispositions that create Real Property Rights, and are recorded in the Real Property Register of the Land Department, are hereby deemed effective as against all Persons even if the party undertaking the Real Property disposition is indebted to a third party, unless the disposition is intended to be detrimental to the rights of that third party.



Bylaw No. (85) of 2006

**Regulating the Real Property Brokers
Register in the Emirate of Dubai**

**Bylaw No. (85) of 2006
Regulating the Real Property Brokers
Register in the Emirate of Dubai**

The Chairman of the Land Department,

After perusal of Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Pursuant to paragraph (6) of Article (6) and Article (28) of the above-mentioned Law No. (7) of 2006; and

Upon the presentation of the Director General of the Land Department,

Does hereby issue this Bylaw.

**Chapter One
Definitions and General Provisions**

I. Definitions
Article (1)

This Bylaw shall be cited as "Bylaw No. (85) of 2006 Regulating the Real Property Brokers Register in the Emirate of Dubai".

Article (2)

The following words and expressions, wherever mentioned in this Bylaw, shall have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate	: The Emirate of Dubai.
DLD	: The Land Department.
Chairman	: The chairman of the DLD.
Director General	: The director general of the DLD.
Committee	: The Permanent Brokerage Committee.
Council	: The council authorised to settle Brokerage disputes.
Division	: The Brokerage Regulatory Division at the DLD.
Competent Entity	: Any of the government or semi-government entities in charge of licensing the conduct of business activities.
Real Property	: Anything which is fixed and cannot be moved without damage or alteration of its structure.

Register	: The electronic or paper record of Brokers.
Roll	: The roll prepared by the Committee, which contains the names of certified Category A Brokers.
Broker	: Any Person who conducts the Brokerage business in accordance with this Bylaw.
Brokerage	: A service provided under an agreement whereby a Broker undertakes to a client to find another party to conclude a contract with, and to represent that client in the contract negotiations, in return for a fee.
Person	: Any natural or legal person.

II. General Provisions
Article (3)

No Person may conduct the Brokerage activity in the Emirate unless he is licensed by a Competent Entity and is registered on the Register.

Article (4)

A Register shall be maintained by the DLD to record the details of the Brokers licensed to conduct the Brokerage activity in the Emirate. Any variation or amendment of these details must be recorded in the Register.

Article (5)

Brokers shall be classified into two (2) categories as follows:

Category A

Experienced Persons registered on the Roll, who are approved by the Chairman but are not licensed by the Competent Entities. These persons are exempt from the requirement to be registered on the Register.

Category B

Persons who conduct the Brokerage activity pursuant to licences issued by the Competent Entities.

Chapter Two
Requirements for Registration on the
Real Property Brokers Register
Article (6)

Subject to the provisions of Article (5) above regarding Category A Brokers, a Person of Category B who wishes to conduct the Brokerage activity in the Emirate must submit to the Division an application for registration on the Register on the form prescribed for this purpose. The application must meet the following requirements:

1. A valid commercial licence issued by a Competent Entity must be attached.
2. A certificate of membership in the Dubai Chamber of Commerce and Industry must be attached.
3. In case of sole proprietorships or companies, a copy of the passport(s) of the applicant(s) must be attached.
4. A true copy of the title deed or lease contract of the premises of the applicant must be attached.
5. A certificate of good conduct and repute of the owner of the sole proprietorship, or the manager(s) of the company, must be attached.
6. None of the managers or managing partners of the company may have been declared bankrupt or convicted of a crime affecting honour or trustworthiness.
7. Certificates of completion of Real Property training courses must be obtained as part of the programme accredited by the DLD for certification of Brokerage corporations and companies.
8. The applicant must pass the Brokerage profession test prescribed by the DLD.

Article (7)

The Division shall review the applications for registration on the Register. The Division may, within seven (7) days from the date of submission of an application, request the applicant in writing to provide any documents or information the Division deems required.

Article (8)

The Division may take all necessary actions to ensure that applications for registration, adding entries, or deregistration meet the requirements stipulated in this Bylaw and any resolutions issued hereunder.

Article (9)

The Division shall present the registration application to the Committee within seven (7) working days from the date of submission of the application or the date of completion of the documents and information required by the Division, as the case may be.

Article (10)

The Committee shall have the right to approve or reject any application for registration, and the relevant decision shall be communicated to the applicant. A decision rejecting an application for registration must be reasoned.

Article (11)

Where the Committee rejects an application for registration, the applicant may re-apply for registration, upon fulfilling all relevant requirements, within fourteen (14) days from the date on which he is notified of the rejection decision.

Article (12)

The Division shall issue each Broker an identification card bearing his name, address, and number of registration on the Register. A Broker must include his name and registration number in all correspondence and reports issued.

Article (13)

A Broker registered on the Register must apply annually to the Division for renewal of his registration. The renewal application shall be submitted to the Division on the prescribed form at least thirty (30) days prior to expiry of the registration certificate. The Division must renew the registration of the Broker on the Register upon verifying compliance with the renewal requirements.

Chapter Three
Obligations of Real Property Brokers
Article (14)

All registered Brokers must comply with professional code of conduct in accordance with the Code of Ethics prepared by the Committee in consultation with experienced and well-advised persons.

Article (15)

A Broker must enter in his own record all transactions he has conducted, maintain all documents related to these transactions, and deliver a true copy of the documents to the contracting parties upon their request.

In case of off-plan sale or sale based on a model, the Broker must keep the plan or model until the transaction is completed.

Article (16)

A Broker must provide all information, data, and statistics relating to his Brokerage activity, as requested by the DLD.

Article (17)

A Broker must disclose to his client all negotiation details, the stages of the brokerage process, and any other information required to enable the client to make the right decision in respect of concluding a contract with the other party. The Broker must also disclose to the other contracting party all essential details relating to the subject matter of the agreement, as deemed necessary to avoid uncertainty on his part.

Article (18)

A Broker may not broker any deal that violates the laws or regulations in force in the Emirate.

Article (19)

Even if a Broker is engaged by only one of the parties to a deal, he must faithfully present the details of the deal to the parties and inform them of any relevant conditions he is aware of. The Broker shall be responsible towards the parties for any fraud or fault he commits.

Article (20)

A Broker may not hold himself out as a party to the contract he brokers unless he is so authorised by the contracting parties, in which case the Broker shall not be entitled to any fees.

Article (21)

A Broker shall be deemed as the trustee of any amounts, securities, bonds, or other items delivered to him by either party for safekeeping or for delivery to the other party. The Broker must return or deliver these items as per the conditions stipulated for him, and shall be governed by the trusteeship rules in this respect.

Article (22)

A Broker shall be liable for any loss or damage suffered by the contracting parties as a result of his fraudulent act or deceit or as a result of failure to observe any applicable rules stipulated in this Bylaw or in the Code of Ethics.

Article (23)

A Broker shall forfeit his right to receive fees or to claim reimbursement of expenses if he breaches his obligations towards his client by acting in the interest of the other party, or if he accepts a promise of a benefit made by the other party in circumstances where the acceptance of that promise is prohibited under the rules of good faith or the Code of Ethics.

Article (24)

Where several Brokers are engaged under one contract, they shall be jointly responsible for the work assigned to them unless they are authorised to work severally.

Article (25)

Unless otherwise agreed, where several Persons engage a single Broker for the same assignment, they shall be jointly responsible towards him for performing the engagement.

Chapter Four **Real Property Broker Remuneration** **Article (26)**

A Brokerage agreement must be in writing and must state the names of the contracting parties, the specifications of the Real Property, and the Brokerage terms. An entry shall be created on the registry folio of the Real Property to denote that it is subject to the Brokerage agreement.

Article (27)

Broker's fees shall be determined by agreement. In absence of an agreement, the fees shall be determined according to the prevailing customary practice.

Article (28)

1. A Broker shall be entitled to fees for his Brokerage only if it leads to concluding a contract between the parties. A contract shall be deemed concluded if all parties agree on all the conditions provided for in the Brokerage agreement.
2. A Broker shall be entitled to his fees upon signing the sale contract and registering it with the DLD unless the Brokerage agreement stipulates otherwise.
3. If the sale contract is conditional upon the fulfilment of a condition which is agreed upon in the Brokerage agreement, the Broker shall be entitled to his fees only upon fulfilment of that condition.

Article (29)

Where a Brokerage agreement is terminated, the Broker shall be entitled to claim his fees as stipulated in the Brokerage Agreement, except where he is proven to have committed fraud or gross negligence.

Article (30)

Unless the Brokerage agreement stipulates otherwise, if the Broker's advices or negotiations fail to lead to the conclusion of a contract between the parties, the Broker shall not be entitled to claim any compensation or reimbursement of any expenses or costs he has incurred.

Article (31)

Where more than one Broker participates in the Brokerage or negotiation process on behalf of one party for the purpose of concluding a contract, and this leads to the conclusion of the contract, they shall share the fees as if they were one Broker. The fees shall be distributed among these Brokers in accordance with the terms of the contract entered into by them.

Article (32)

Subject to Article (30) above, if a party enters into separate agreements with several Brokers for the same Brokerage or negotiation assignment, and only one Broker succeeds in concluding the transaction, that Broker shall be exclusively entitled to the full fees.

Article (33)

A Broker shall be entitled to receive fees only from the party who engages him to broker a deal. If the Broker is engaged by both parties, each party shall be severally liable to pay his own share of the fees even if they both agree that one of them shall pay the Broker's fees in full.

Chapter Five **Settlement of Disputes** **Article (34)**

A Council comprised of four (4) Persons in addition to the DLD Legal Advisor shall be established at the DLD. Members of the Council shall be appointed pursuant to a resolution of the Director General. The Council shall have jurisdiction to settle disputes relating to Brokerage.

Article (35)

The Council shall consider a Brokerage dispute only if the relevant Brokerage agreement provides for the amicable settlement of disputes by the DLD, or if the disputants subsequently agree to refer their disputes to the DLD. The agreement to settle disputes amicably must be in writing and the subject matter of dispute must be specified in the amicable settlement agreement document.

Article (36)

The Council shall perform its duties in accordance with simplified procedures aimed at settling disputes expeditiously and ensuring justice for disputants. In this regard, the Council shall follow the general principles of law. The Council's decisions must be issued in accordance with the rules of law unless the Council is authorised to conduct conciliation, in which case the Council shall not be bound by these rules, except for those relating to public order.

Article (37)

The Council shall have a secretariat, which shall receive requests, open case files, draft reports and minutes of meetings, serve notices on disputants, maintain case files, and generally provide all administrative support services to the Council. The secretariat shall be appointed pursuant to a resolution of the Director General.

Article (38)

1. An amicable settlement application shall be submitted to the Committee by the applicant on the form prescribed for this purpose. The application shall be accompanied by the supporting documents in a number of copies equal to the number of disputants.
2. Upon payment of the prescribed fee, the chairman of the Committee shall order the registration of the application, and the secretariat shall notify the adversary of the application.
3. The adversary must reply in writing to the application statement and to all facts and claims included therein, and must submit this reply and any relevant supporting documents to the secretariat within one (1) week from the date of being notified of the application.
4. The Council must determine the dispute within thirty (30) days from the date of referral of the dispute file, and this period may not be extended without valid reasons.

Chapter Six

Penalties and Loss of a Real Property Broker's Status Article (39)

Without prejudice to any penalty prescribed by applicable laws, the Committee may impose any of the following penalties on any Broker who violates this Bylaw or the resolutions or instructions issued in pursuance hereof:

1. notice;
2. warning;
3. suspension of activity for up to six (6) months; or
4. blacklisting.

Article (40)

The registration of a Broker in the Register shall be revoked if he breaches the Code of Ethics; commits a gross violation of the laws, regulations, or instructions in force in the Emirate; or receives three (3) black points. Revocation shall take effect pursuant to a resolution of the Director General upon the recommendation of the Committee, and this resolution shall state the reasons for the revocation. The Broker may submit to the Chairman a grievance against the revocation decision, within fifteen (15) days from the date of being notified of the decision. The decision of the Chairman in this respect shall be final.

Article (41)

A Person shall cease to be a Broker and his registration with the DLD shall be revoked if:

1. he ceases his Brokerage activity permanently and notifies the DLD of the cessation;
2. he suspends his Brokerage activity for more than twelve (12) consecutive months without a valid reason acceptable to the Committee;
3. he ceases to meet any of the requirements stipulated in this Bylaw or in any resolutions or instructions issued in pursuance hereof;
4. his registration is proven to have been granted based on false information supplied by him to the Division; or
5. the Chairman issues a resolution revoking the Broker's registration in accordance with Article (40) of this Bylaw.

Article (42)

The Division must notify the Competent Entities of any decision suspending the activity of a Broker or revoking his registration.

Chapter Seven Final Provisions Article (43)

All Brokers operating by the date of issue of this Bylaw must comply with its provisions within six (6) months from the day on which it is issued. The Chairman may extend this period by up to three (3) months based on valid reasons justifying that extension.

Article (44)

The Committee may, in consultation with Competent Entities, classify Brokers according to their specialisation or limit their number based on the need for their services.

Article (45)

The DLD shall collect fees for the services provided pursuant to this Bylaw. These fees shall be determined pursuant to a resolution of the Chairman.

Article (46)

The Chairman shall issue the orders, resolutions, and instructions required for the implementation of this Bylaw.

Article (47)

This Bylaw comes into force on the day on which it is signed, and shall be published in the Official Gazette.

**Mohammed bin Khalifa Al Maktoum
Chairman of the Land Department**

Issued in Dubai on 30 May 2006
Corresponding to 3 Jumada al-Ula 1427 A.H.

Regulation No. (3) of 2006

Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai

Regulation No. (3) of 2006
Determining Areas for Ownership by Non-UAE Nationals of
Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai,

Do hereby this Regulation.

Article (1)

This Regulation shall be cited as "Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai".

Article (2)

In implementing this Regulation, the following words and expressions shall have the meaning indicated opposite each of them unless the context implies otherwise:

Ruler : His Highness the Ruler of the Emirate of Dubai.

DLD : The Land Department.

Real Property : Anything which is fixed and cannot be moved without damage or alteration of its structure.

Article (3)

A Non-UAE National may acquire freehold ownership rights, without time restriction, and usufruct and lease rights for up to ninety-nine (99) years, in the land plot(s) indicated opposite each of the following areas, which are shown on the plans issued by the DLD and attached hereto:

1. Umm Hurair 2 Plot No. (013);
2. Al Barsha South 2 Plot No. (002);
3. Al Barsha South 3 Plot No. (002);
4. Emirates Hills 1 Plots No. (004) and (814);
5. Emirates Hills 2 Plots No. (001) and (049);
6. Emirates Hills 3 Plot No. (001);
7. Jebel Ali Plots No. (051), (074), (081), (082), (083), (084), (142), (143), and (391);

8. Al Jaddaf Plots No. (003), (007), and (008);
9. The World Islands Plot No. (001);
10. Ras al Khor Plot No. (165);
11. Al Rowaiyah Plots No. (063) and (065);
12. Sheikh Zayed Road Plots No. (118) and (147);
13. Sofouh 1 Plot No. (069);
14. Sofouh 2 Plot No. (005);
15. Al-Qouz 3 Plots No. (005) and (006);
16. Al-Qouz Industrial Area 2 Plots No. (010) and (030);
17. Al-Qouz Industrial Area 3 Plot No. (028);
18. Mirdif Plots No. (143) and (144);
19. Dubai Marina Plots No. (007), (014), (015), and (033);
20. Palm Jebel Ali Plot No. (001);
21. Palm Jumeirah Plot No. (001);
22. Nad Al Sheba Plots No. (209), (215) and (222); and
23. Warsan 1 Plot No. (002).

Article (4)

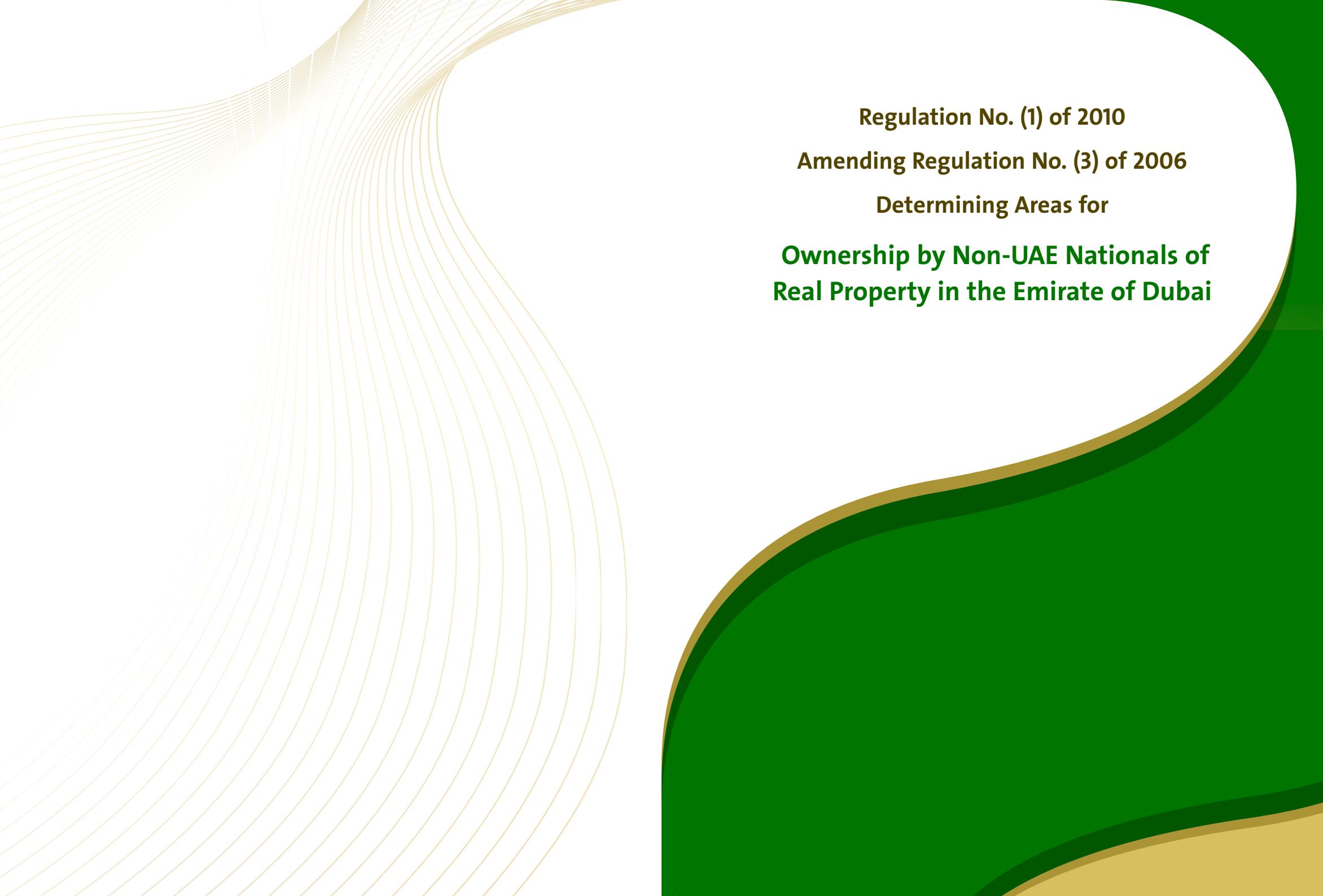
A Non-UAE national may acquire usufruct or lease rights for up to ninety-nine (99) years in Plot No. (224), Nad Al Sheba, which is shown on the relevant plan approved by the DLD and attached hereto.

Article (5)

This Regulation shall be published in the Official Gazette and shall come into force on the day on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 7 June 2006
Corresponding to 11 Jumada al-Ula 1427 A.H.



Regulation No. (1) of 2010
Amending Regulation No. (3) of 2006
Determining Areas for
Ownership by Non-UAE Nationals of
Real Property in the Emirate of Dubai

Regulation No. (1) of 2010
Amending Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai; and
 Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai,

Do hereby issue this Regulation.

Article (1)

Article (4) of the above-mentioned Regulation No. (3) of 2006 is hereby superseded by the following:

Article (4)

A non-UAE national may acquire freehold ownership rights, without time restriction, in the Real Property existing on Plot No. (224), Nad Al Sheba, shown on the plan attached to this Regulation.

Article (2)

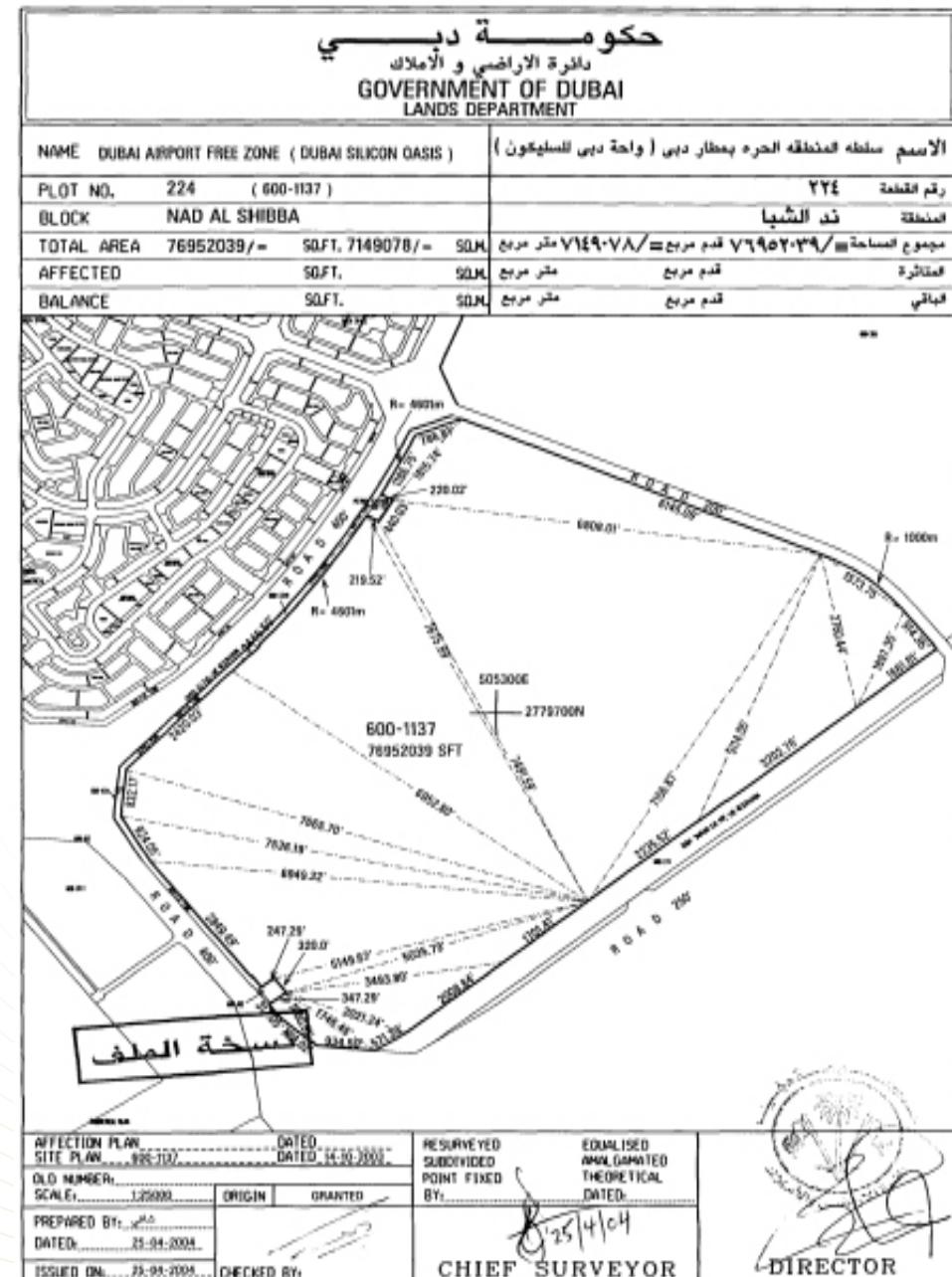
Any provision in any other legislation shall be repealed to the extent that it contradicts the provisions of this Regulation.

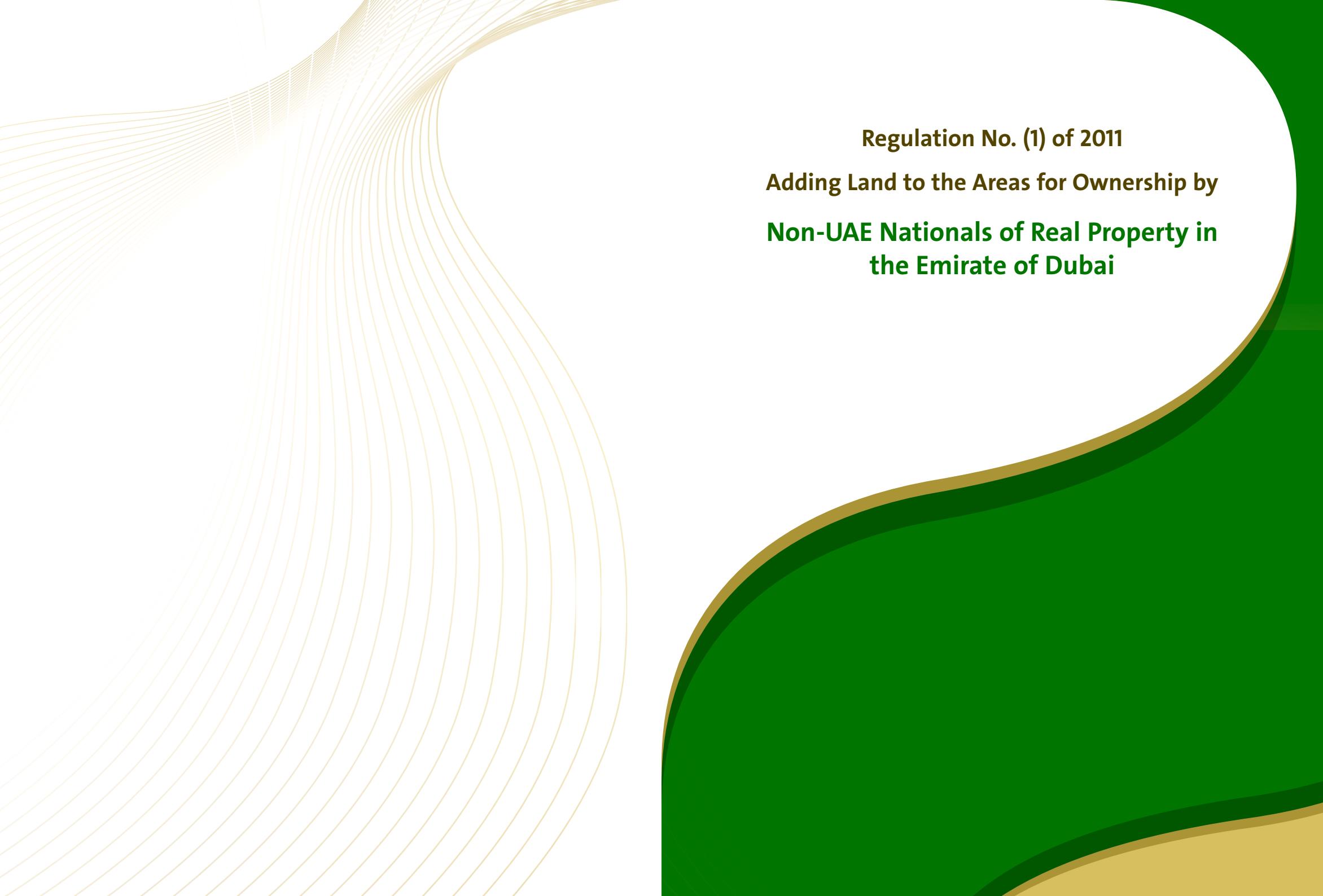
Article (3)

This Regulation shall be published in the Official Gazette and shall come into force on the day on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 18 March 2010
 Corresponding to 2 Rabi al-Thani 1431 A.H.





Regulation No. (1) of 2011

Adding Land to the Areas for Ownership by

Non-UAE Nationals of Real Property in

the Emirate of Dubai

Regulation No. (1) of 2011
Adding Land to the Areas for Ownership by
Non-UAE Nationals of Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai; and
 Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of
 Real Property in the Emirate of Dubai and its amendments,

Do hereby issue this Regulation.

Article (1)

Plot No. (126), Al Lisaili, and Plot No. (1), Me'aisam 2, whose boundaries and areas are demarcated on the plans attached to this Regulation, are hereby designated as land to which Article (3) of the above-mentioned Regulation No. (3) of 2006 applies and in which non-UAE nationals may acquire freehold ownership rights, without time restriction, and usufruct and lease rights for up to ninety-nine (99) years.

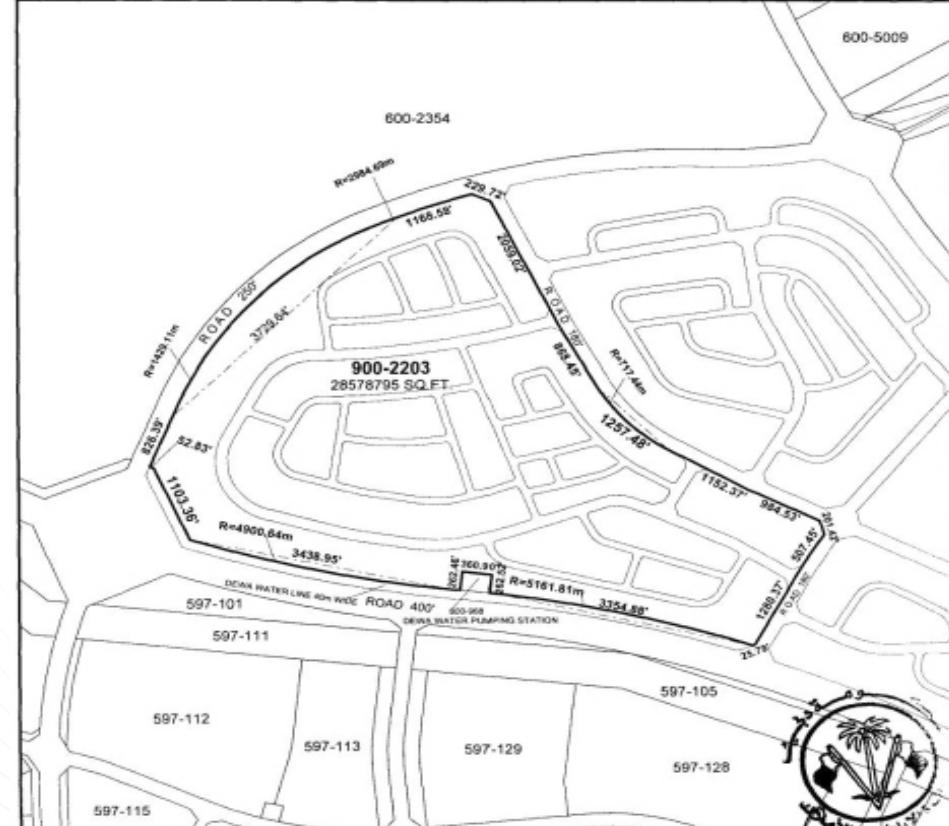
Article (2)

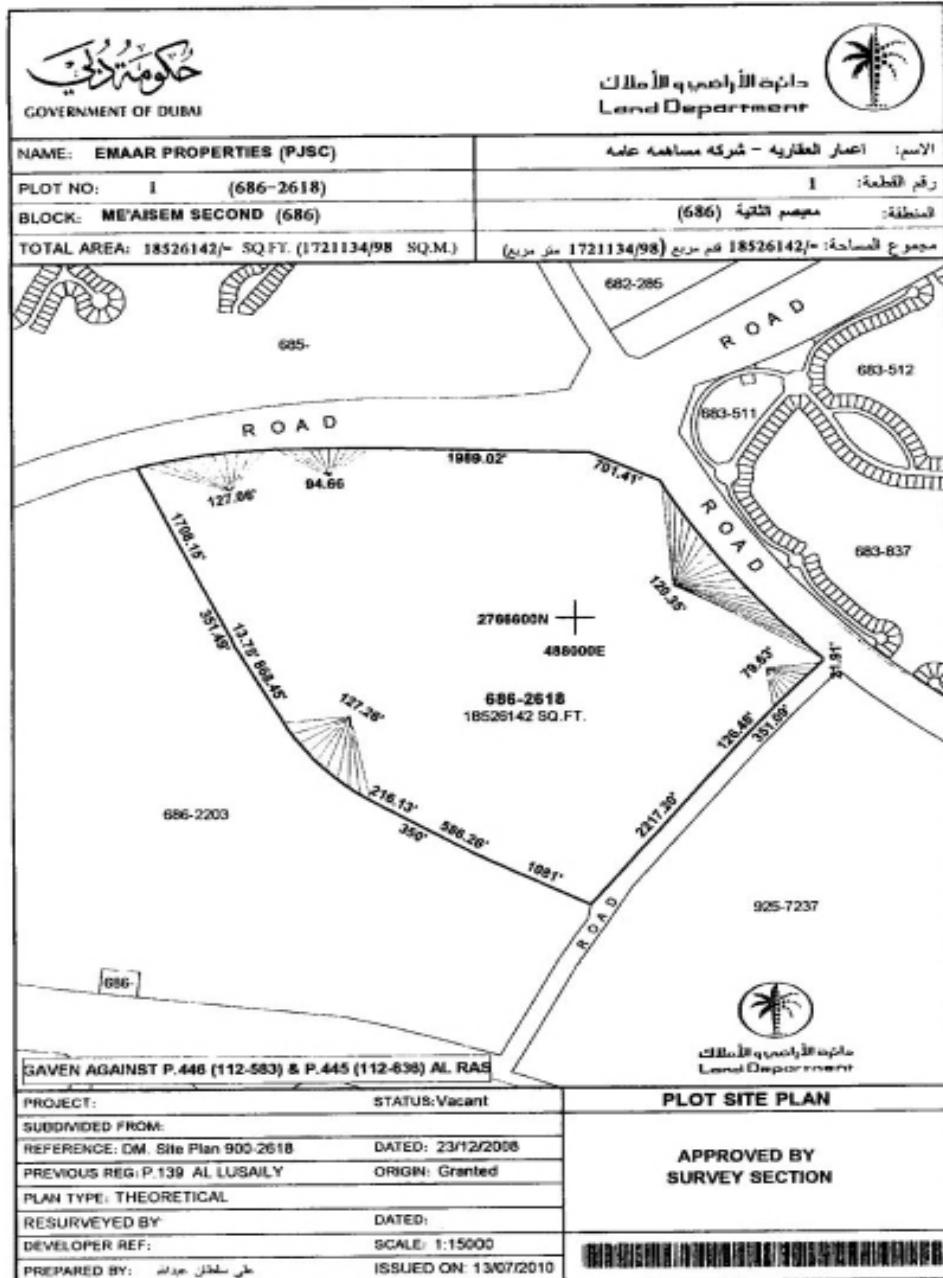
This Regulation comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued on 24 April 2011

Corresponding to 21 Jumada al-Ula 1432 A.H.

GOVERNMENT OF DUBAI LAND DEPARTMENT		حكومة دبي دائرة الأراضي والأملاك
NAME: EMAAR PROPERTIES (PJSC)		الاسم: اعمار العقارية - شركة مساهمة عامة
BLOCK	AL LUSAILY (900)	المنطقة (900) التسلي
PLOT NO.	126	رقم القطعة 126
TOTAL AREA	28578795/= SQ.FT 2655059/50 SQ.M.)	مجموع المساحة = 28578795 قدم مربع (50/2655059 متر مربع)
		
REFERENCE : DM Site Plan 900-2203 DATED: 27/03/2006 PID : 900-2203 PREVIOUS REG: SCALE: 1:20000 ORIGIN: GRANTED STATUS: Open Plot PREPARED BY: [Signature] ISSUED ON: 23/01/2007		Theoretical BY: DATED: CHECKED BY: [Signature]
		 HEAD OF SECTION



Regulation No. (2) of 2012

Adding Land to the Areas for Ownership by

Non-UAE Nationals of Real Property in

the Emirate of Dubai

Regulation No. (2) of 2012
Adding Land to the Areas for Ownership by
Non-UAE Nationals of Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai; and
 Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of
 Real Property in the Emirate of Dubai and its amendments,

Do hereby issue the following Regulation.

Article (1)

A non-UAE national may acquire usufruct rights, for up to eighty-five (85) years, in the Real Property existing on Land Plot No. (1), Dubai Investment Park First, and Land Plot No. (1), Dubai Investment Park Second, whose boundaries and areas are demarcated on the plans attached to this Regulation.

Article (2)

This Regulation comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 7 June 2012

Corresponding to 17 Rajab 1433 A.H.

حكومة دبي		حكومة دبي
دائرۃ الارضی و اعمالک		GOVERNMENT OF DUBAI
		LANDS DEPARTMENT
NAME	GOVERNMENT OF DUBAI	
PLOT NO.	1 (597)	رقم القطعة
BLOCK	DUBAI INVESTMENT PARK SECOND	
TOTAL AREA	188507624 / = 50FT. 17512948 / 28 SQ.M	الплощاد المساحة متر مربع = 188507624 / 28
AFFECTED	50FT.	متر مربع
BALANCE	50FT.	متر مربع

23/08/2011

COPY

ROAD

ROAD

ROAD

ROAD

AREA AS PER PLANNING ISSUED FOR REGISTRATION PURPOSE ONLY.
 THEORETICAL PLAN.

AFFECTION PLAN..... SITE PLAN.....	DATED..... DATED.....	RESURVEYED SUBDIVIDED POINT FIXED BY.....	EQUALISED AMALGAMATED THEORETICAL DATED.....
OLD NUMBER: SCALE:..... N.R.	ORIGIN	GRANTED	
PREPARED BY:..... DATED:..... 23/08/2011			
ISSUED ON:..... 23/08/2011	CHECKED BY:.....	CHIEF SURVEYOR	DIRECTOR

GOVERNMENT OF DUBAI

حكومة دبي			
دائرة الأراضي والأملاك GOVERNMENT OF DUBAI LANDS DEPARTMENT			
NAME	GOVERNMENT OF DUBAI	الاسم	حكومة دبي
PLOT NO.	1 (598)	رقم القطعة	١
BLOCK	DUBAI INVESTMENT PARK FIRST	المدنية	مجمع دبي للاستثمار الأولى
TOTAL AREA	167610540 / = 50.FT. 15571543/77 SQ.M.	مساحة المجموع	= 15571543/77 قدم مربع
AFFECTED	SQ.FT.	مسقط مربع	قدم مربع
BALANCE	SQ.FT.	مسقط مربع	قدم مربع

24/8/2011

COPY

AREA AS PER PLANNING ISSUED FOR REGISTRATION PURPOSE ONLY.
THEORETICAL PLAN

AFFECTION PLAN:	DATED:	RESURVEYED:	EQUALISED:
SITE PLAN:	DATED:	SUBDIVIDED:	AMALGAMATED:
OLD NUMBER:		POINT FIXED:	THEORETICAL:
SCALE:	INTS.	BY:	DATED:
PREPARED BY:	ORIGIN:	CHIEF SURVEYOR:	DIRECTOR:
DATED: 23-08-2011			
ISSUED ON: 23-08-2011	CHECKED BY:		

[Handwritten signatures and initials are present over the bottom right portion of the map and the signature boxes.]

Regulation No. (3) of 2012
Adding Land to the Areas for Ownership by
Non-UAE Nationals of Real Property in
the Emirate of Dubai

Regulation No. (3) of 2012
Adding Land to the Areas for Ownership by
Non-UAE Nationals of Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai; and
 Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai and its amendments,

Do hereby issue this Regulation.

Article (1)

A non-UAE national may acquire usufruct rights, for up to ninety-nine (99) years, in the Real Property existing on Plot No. (2780-251), Mirdif, whose boundaries and area are demarcated on the plan attached to this Regulation.

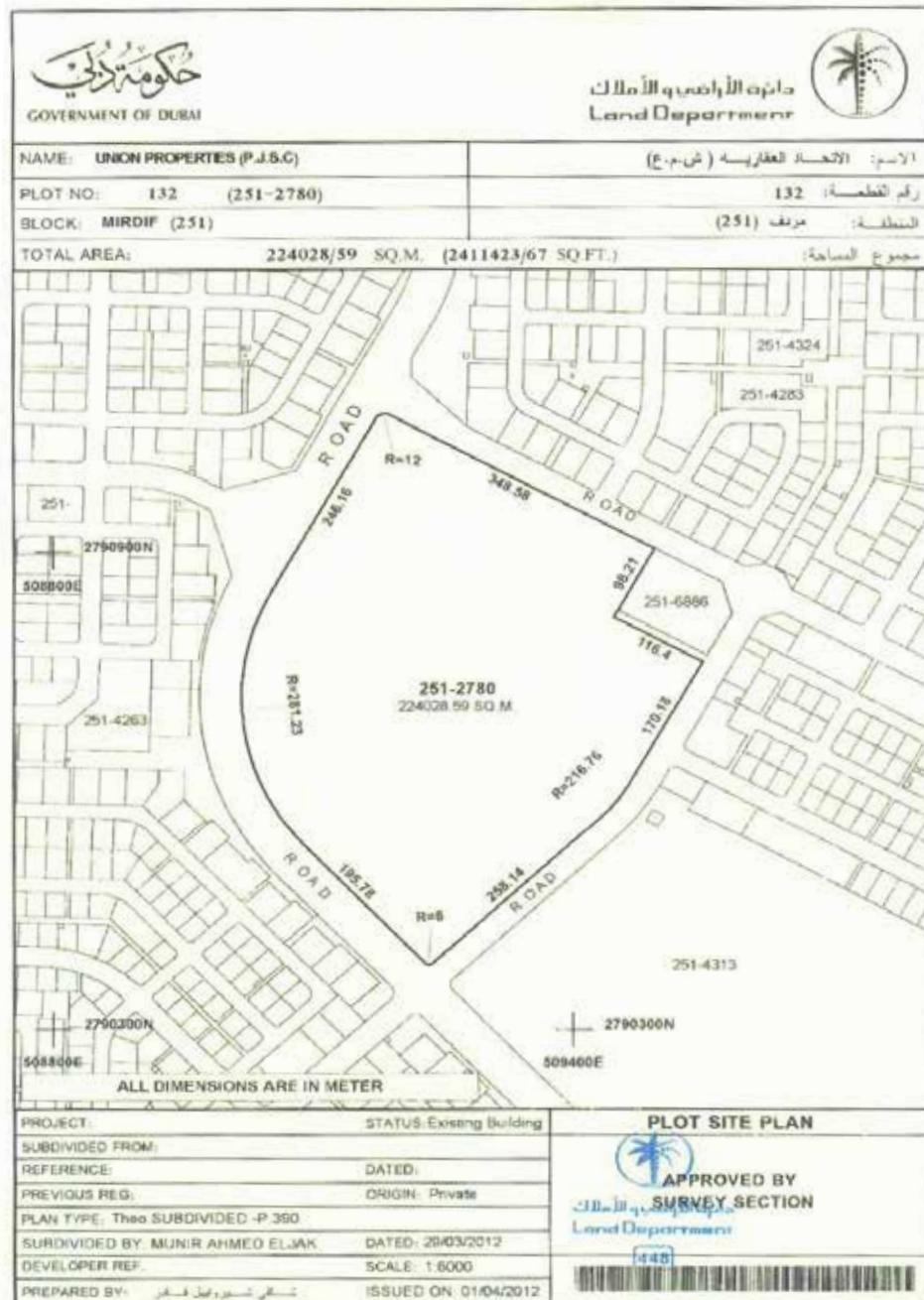
Article (2)

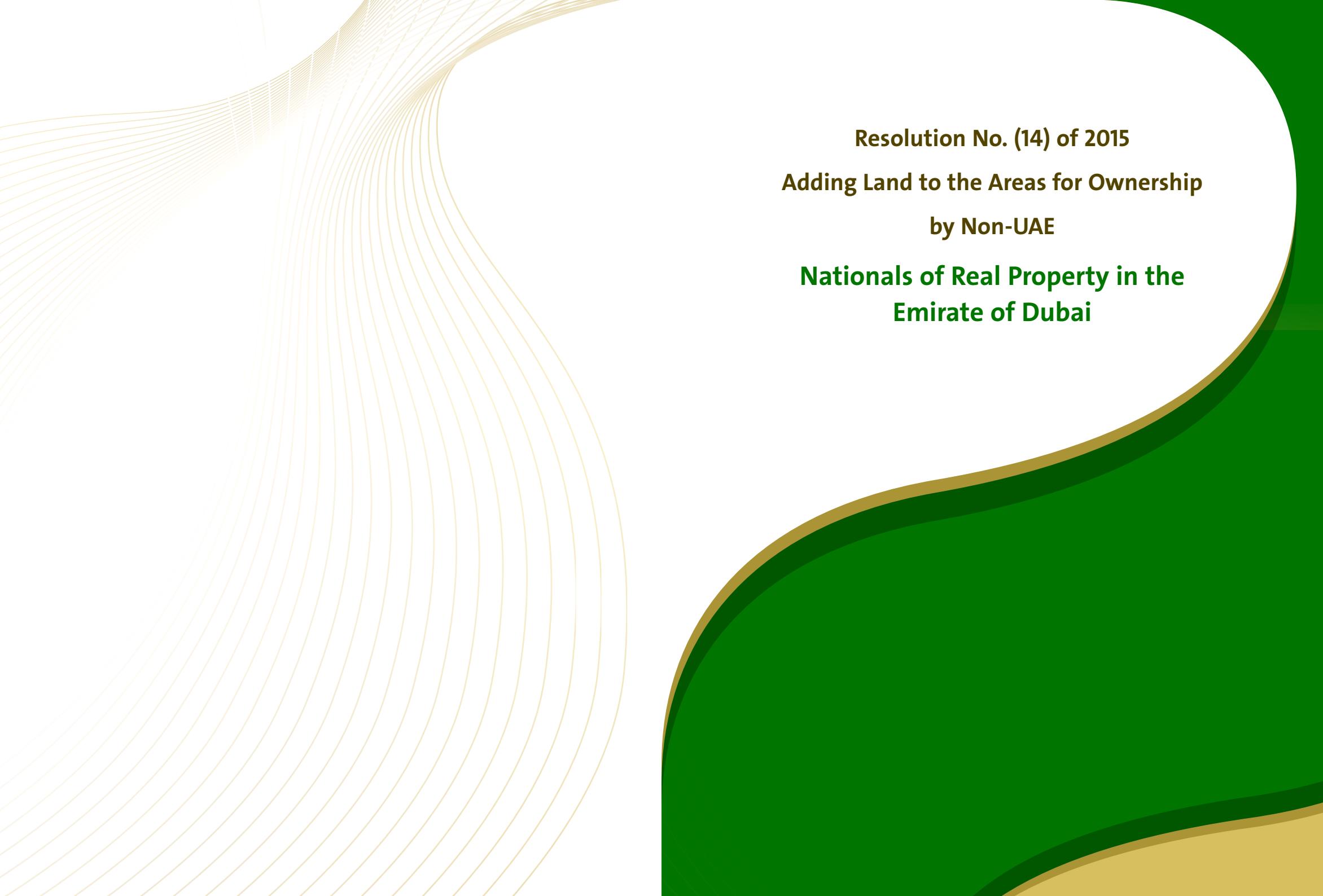
This Regulation comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 7 October 2012

Corresponding to 21 Thu al-Qidah 1433 A.H.



The background features a large, abstract graphic on the left side composed of numerous thin, curved gold lines that curve upwards and outwards. To the right, there is a large, solid dark green shape that tapers towards the bottom right corner, with a thin gold border along its top edge.

Resolution No. (14) of 2015

Adding Land to the Areas for Ownership

by Non-UAE

Nationals of Real Property in the

Emirate of Dubai

Resolution No. (14) of 2015
Adding Land to the Areas for Ownership by Non-UAE
Nationals of Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (9) of 2015 Concerning the Dubai World Trade Centre; and

Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai and its amendments,

Do hereby issue this Resolution.

Real Property Ownership Right
Article (1)

A non-UAE National may acquire freehold ownership rights, without time restriction, in commercial and residential Real Property Units existing on the following land plots, whose boundaries and areas are demarcated on the plans attached to this Resolution:

- Plot No. (21), Madinat Al Matala (521);
- Plot No. (22), Madinat Al Matala (521);
- Plot No. (23), Madinat Al Matala (521); and
- Plot No. (24), Trade Centre Second (336).

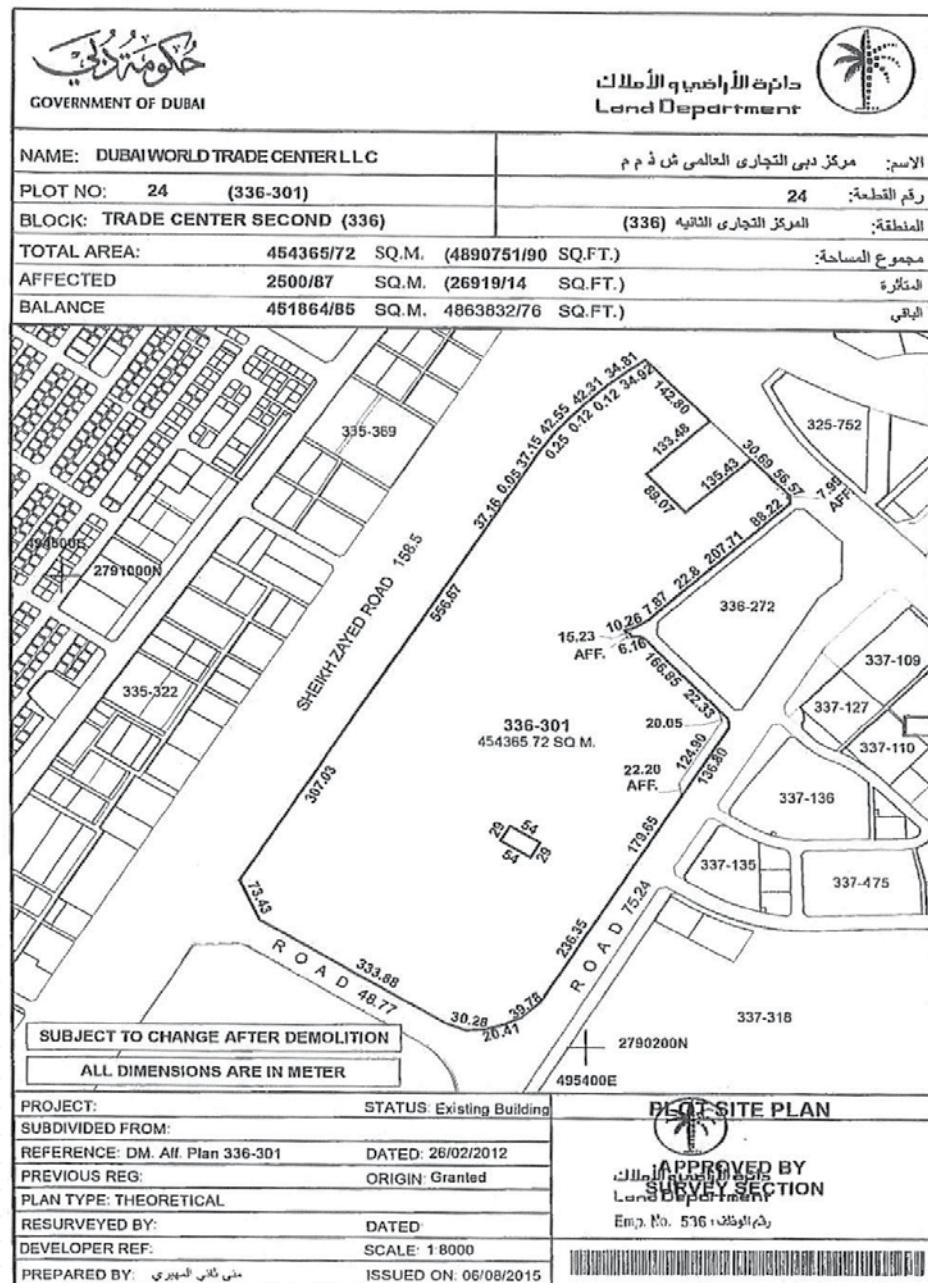
Commencement and Publication
Article (2)

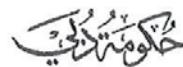
This Resolution comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 18 November 2015

Corresponding to 6 Safar 1437 A.H.





GOVERNMENT OF DUBAI

دائمة الأراضي والأملاك
Land Department

NAME: DUBAI WORLD TRADE CENTER LLC

الاسم: مركز دبي التجارى العالمى ش.ذ.م.م

PLOT NO: 23 (521-9786)

رقم القطعة: 23

BLOCK: MADINAT AL MATAAR (521)

المنطقة: مدينة المطار (521)

TOTAL AREA: 222206/82 SQ.M. (2391814/3 SQ.FT.)

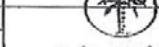
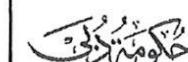
مجموع المساحة:



ALL DIMENSIONS ARE IN METER

PROJECT:	STATUS: Vacant
SUBDIVIDED FROM P.3 (521-107) MADINAT AL MATAAR	
REFERENCE: As Per Planning	DATED: 30/07/2015
PREVIOUS REG: P.4312 JABAL ALI	ORIGIN: Private
PLAN TYPE: THEORETICAL	
RESURVEYED BY:	DATED
DEVELOPER REF: DWC-EC-A3	SCALE: 1:8000
PREPARED BY: ناصر المبردي	ISSUED ON 30/07/2015

PLOT SITE PLAN

APPROVED BY
Survey Section
Emp. No. 536

GOVERNMENT OF DUBAI

دائمة الأراضي والأملاك
Land Department

NAME: DUBAI WORLD TRADE CENTER LLC

الاسم: مركز دبي التجارى العالمى ش.ذ.م.م

PLOT NO: 22 (521-9785)

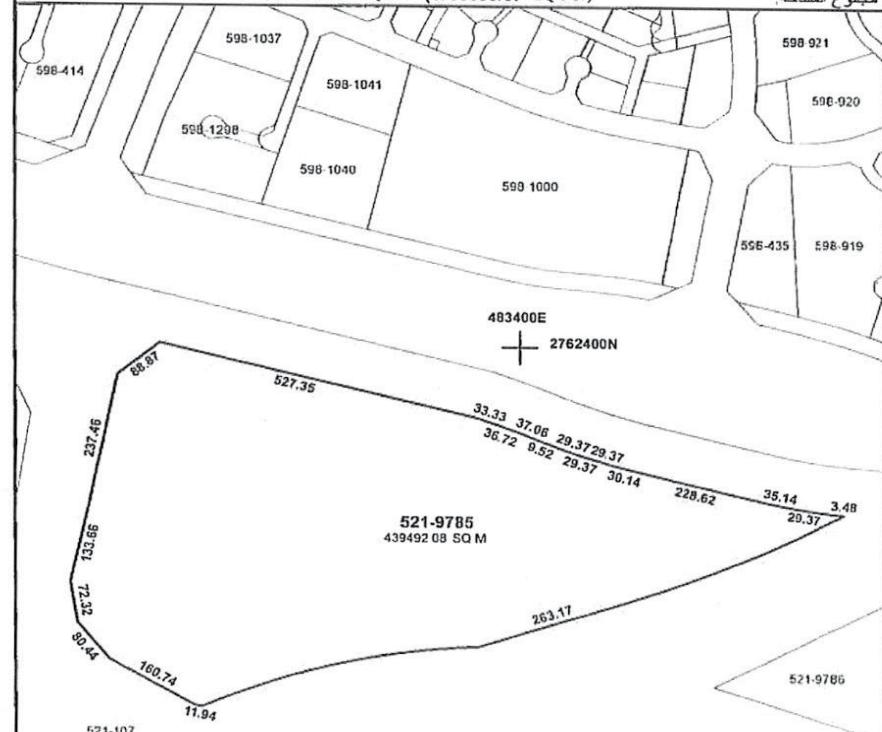
رقم القطعة: 22

BLOCK: MADINAT AL MATAAR (521)

المنطقة: مدينة المطار (521)

TOTAL AREA: 439492/08 SQ.M. (4730653/37 SQ.FT.)

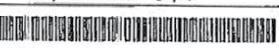
مجموع المساحة:

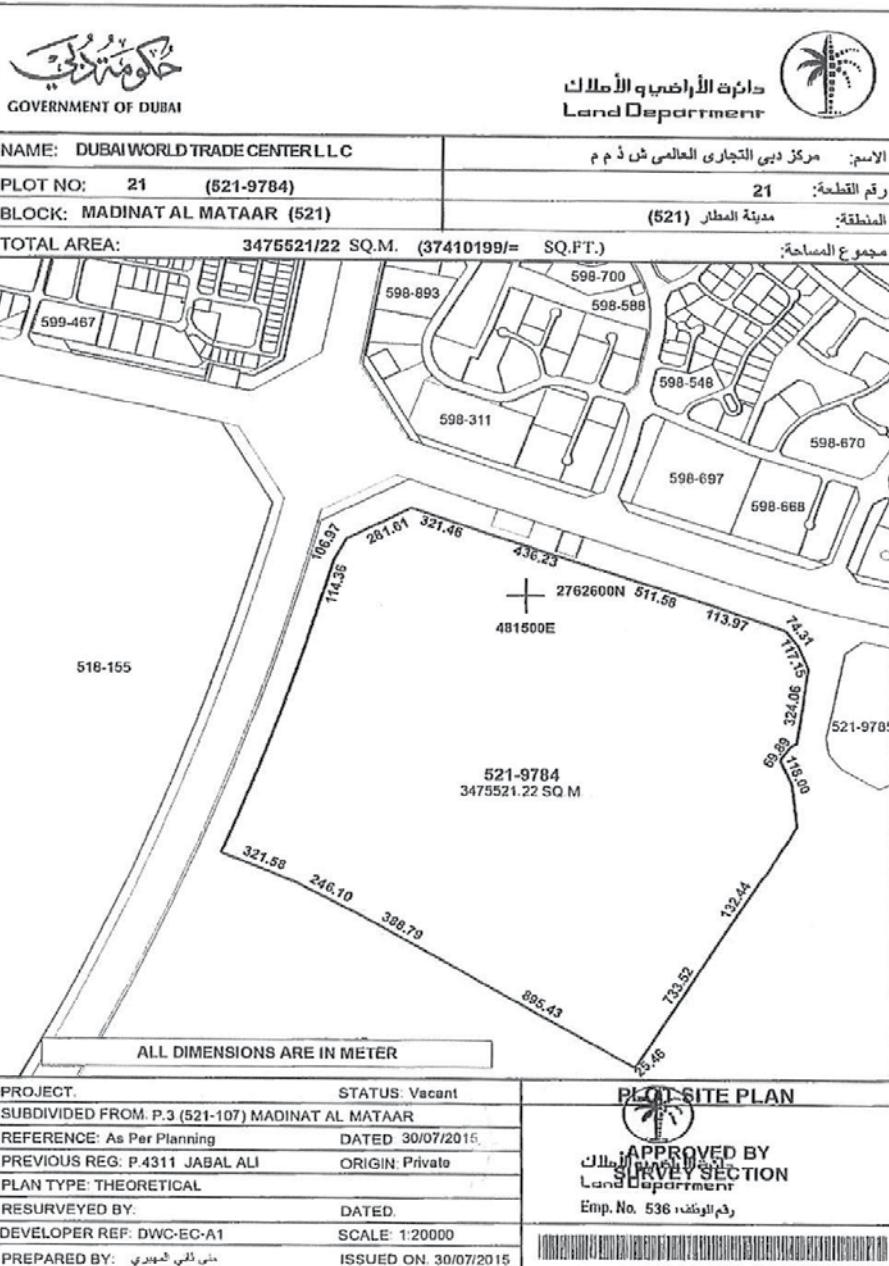


ALL DIMENSIONS ARE IN METER

PROJECT:	STATUS: Vacant
SUBDIVIDED FROM P.3 (521-107) MADINAT AL MATAAR	
REFERENCE: As Per Planning	DATED: 05/08/2015
PREVIOUS REG: P.4312 JABAL ALI	ORIGIN: Private
PLAN TYPE: THEORETICAL	
RESURVEYED BY:	DATED
DEVELOPER REF:	SCALE: 1:8000
PREPARED BY: ناصر المبردي	ISSUED ON 05/08/2015

PLOT SITE PLAN

APPROVED BY
Survey Section
Land Department
Emp. No. 155



Resolution No. (8) of 2016

Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai

Resolution No. (8) of 2016
Adding Land to the Areas for Ownership by
Non-UAE Nationals of Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;
Law No. (10) of 2015 Concerning the Dubai Aviation City Corporation (the “DACC”); and
Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai and its amendments,

Do hereby issue this Resolution.

Ownership, Usufruct, and Long-term Lease Rights
Article (1)

A non-UAE national may acquire freehold ownership rights, without time restriction, and usufruct and lease rights for up to ninety-nine (99) years, in the land and Real Property Units existing on the following land plots, whose boundaries and areas are demarcated on the plans attached to this Resolution:

1. Plot No. (205), Madinat Al Mataar (521);
2. Plot No. (206), Madinat Al Mataar (521); and
3. Plot No. (207), Madinat Al Mataar (521).

Previous Dispositions
Article (2)

All dispositions made by the DACC, prior to the effective date of this Resolution, in respect of the land plots mentioned in Article (1) hereof are hereby deemed valid.

Commencement and Publication

Article (3)

This Resolution comes into force on the day on which it is issued, and shall be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 9 June 2016
Corresponding to 4 Ramadan 1437 A.H.



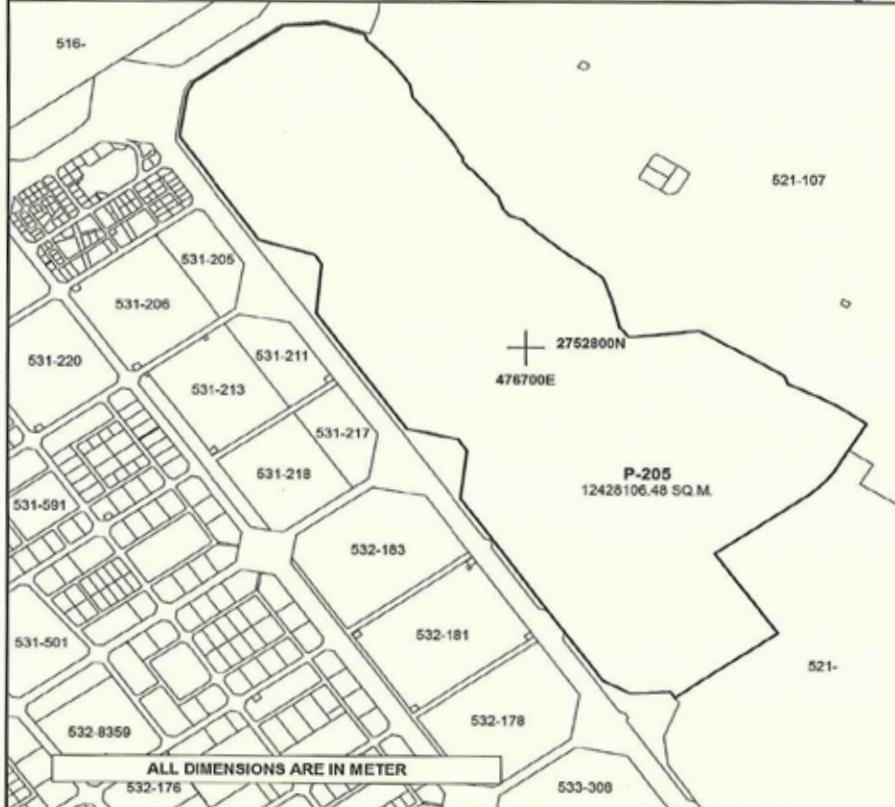
GOVERNMENT OF DUBAI

دَارِمُ الْأَرْضِ وَالْأَمْلَكِ
Land Department



NAME: DUBAI AVIATION CITY CORPORATION
PLOT NO: 205 (521-0)
BLOCK: MADINAT AL MATAAR (521)
TOTAL AREA: 12428106/48 SQ.M. (133775024/59 SQ.FT.)

الاسم: مؤسسة مدينة دبي للطيران
رقم القطعة: 205
المقاطعة: مدينة المطار (521)
مجموع المساحة: 12428106/48 SQ.M. (133775024/59 SQ.FT.)



PROJECT: DUBAI WORLD CENTRAL (DLC) STATUS: Vacant

SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR

REFERENCE: As Per Planning DATE: 24/01/2016

PREVIOUS REG: ORIGIN: Private

PLAN TYPE: THEORETICAL

SUBDIVIDED BY: DATED:

DEVELOPER REF:DWC-CD-004 SCALE: 1:40000

PREPARED BY: مساعدة سيف الطويلة ISSUED ON: 24/01/2016

PLOT SITE PLAN

APPROVED BY
Survey Section
Emp. No. 747



GOVERNMENT OF DUBAI

دَارِمُ الْأَرْضِ وَالْأَمْلَكِ
Land Department



NAME: DUBAI AVIATION CITY CORPORATION

PLOT NO: 206 (521-0)

BLOCK: MADINAT AL MATAAR (521)

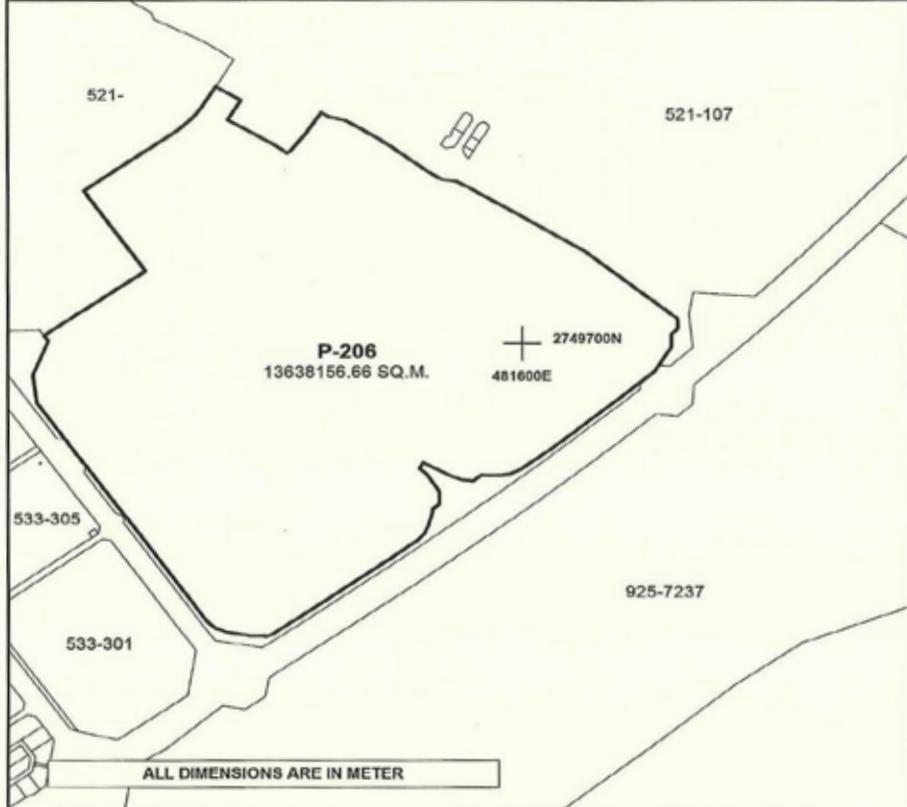
TOTAL AREA: 13638156/66 SQ.M. (146799896/31 SQ.FT.)

الاسم: مؤسسة مدينة دبي للطيران

رقم القطعة: 206

المقاطعة: مدينة المطار (521)

مجموع المساحة: 13638156/66 SQ.M. (146799896/31 SQ.FT.)



PROJECT: DUBAI WORLD CENTRAL (DLC) STATUS: Vacant

SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR

REFERENCE: As Per Planning DATE: 24/01/2016

PREVIOUS REG: ORIGIN: Private

PLAN TYPE: THEORETICAL

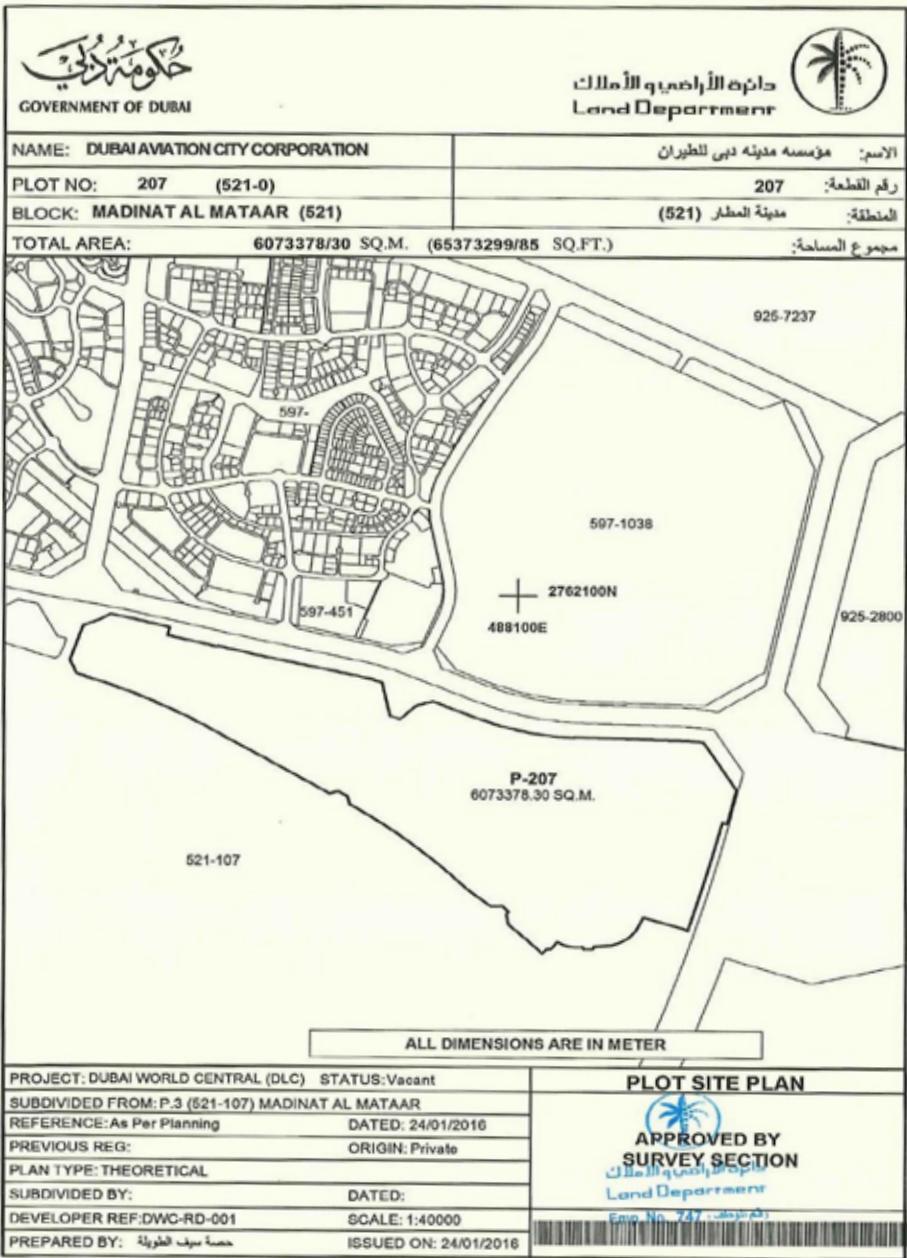
SUBDIVIDED BY: DATED:

DEVELOPER REF:DWC-GD-005 SCALE: 1:50000

PREPARED BY: مساعدة سيف الطويلة ISSUED ON: 24/01/2016

PLOT SITE PLAN

APPROVED BY
Survey Section
Emp. No. 747



Resolution No. (18) of 2019
Adding Land to the Areas for Ownership by
Non-UAE Nationals of
Real Property in the Emirate of Dubai

Resolution No. (18) of 2019
Adding Land to the Areas for Ownership by Non-UAE Nationals of
Real Property in the Emirate of Dubai

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of:

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai;

Law No. (9) of 2015 Concerning the Dubai World Trade Centre;

Decree No. (29) of 2019 Amalgamating Land Plots into the Dubai World Trade Centre; and

Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai and its amendments,

Do hereby issue this Resolution.

Ownership, Usufruct, and Long-term Lease Rights
Article (1)

A non-UAE national may acquire freehold ownership rights, without time restriction, and usufruct and lease rights for up to ninety-nine (99) years, in the land and Real Property Units existing in the following land plots, whose boundaries and areas are demarcated on the plans attached to this Resolution:

- Plot No. (69), Trade Centre Second;
- Plot No. (120), Zaabeel Second;
- Plot No. (121), Zaabeel Second; and
- Plot No. (122), Zaabeel Second.

Publication and Commencement
Article (2)

This Resolution shall be published in the Official Gazette and shall come into force on the day on which it is published.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 4 September 2019

Corresponding to 5 Muharram 1441 A.H.



GOVERNMENT OF DUBAI

دَارِمَةُ الْأَرَضِ وَالْمَالِتْ
Land Department

NAME: DUBAIWORLD TRADE CENTER OWNED BY
DUBAIWORLD TRADE CENTER AUTHORITY
ONE PERSON COMPANY LLC

PLOT NO: 60 (336-272)

BLOCK: TRADE CENTER SECOND (336)

TOTAL AREA: 40507/31 SQ.M. (522989M5 SQ.FT.)

FFECTED 4131/03 SQ.M. (44466/04 SQ.FT.)

BALANCE 44466/20 SQ.M. 478523/41 SQ.FT.)

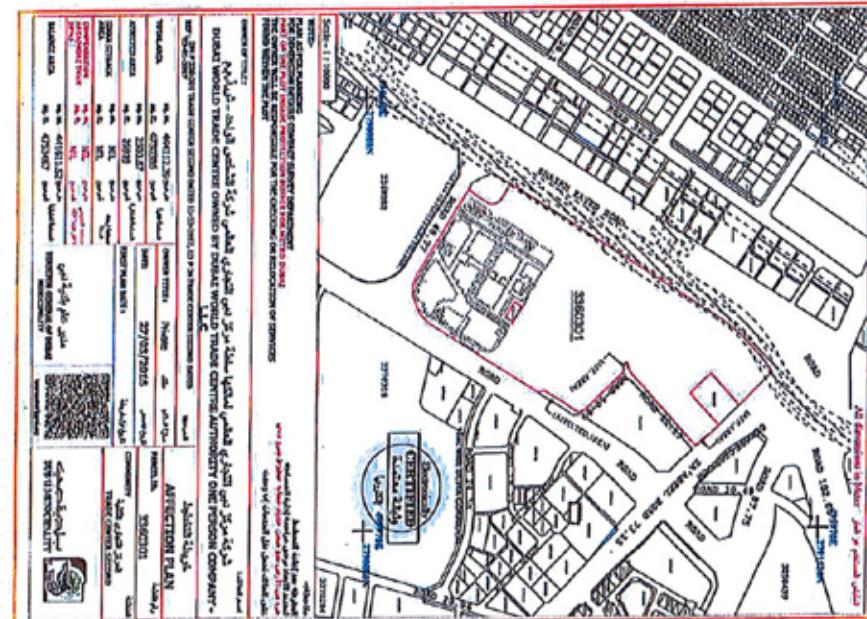
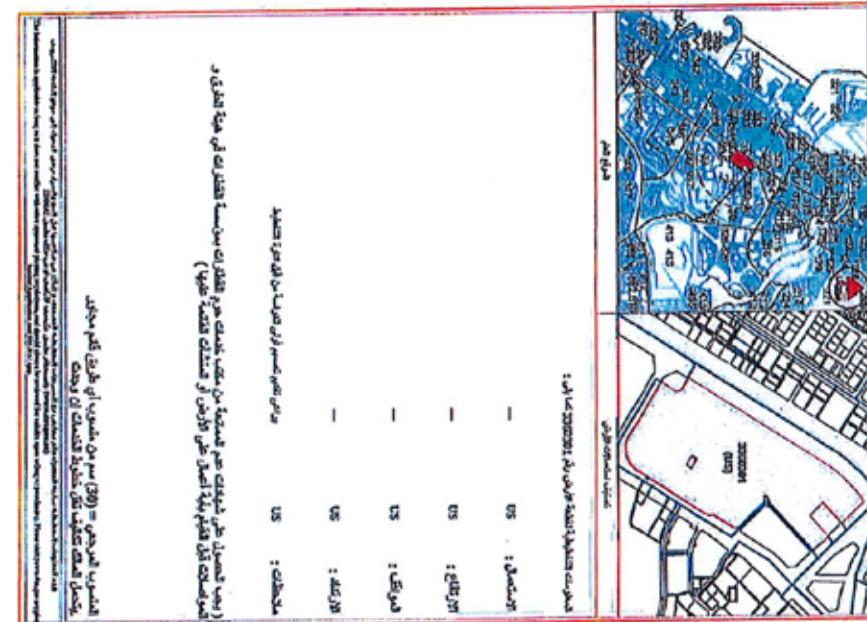
رقم القطعة: 60
الموقع: مركز تجاري الثاني (336)
مجموع المساحة: متر مربع
التأثير: متر مربع
الباقي: متر مربع

ALL DIMENSIONS ARE IN METER

PROJECT:	STATUS: Existing Building
SUBDIVIDED FROM: P.21 (336-301) TRADE CENTER SECOND	MAP REF. NO.: 179496769/2010
REFERENCE: DM Site Plan 336-272	DATED: 09/07/2012
PREVIOUS REQ	ORIGIN: Granted
PLAN TYPE: THEORETICAL	
SUBDIVIDED BY:	DATED:
DEVELOPER REF	SCALE: 1:3000
PREPARED BY:	ISSUED ON: 04/08/2010

PLOT SITE PLAN

CERTIFIED Electronically



شهادة ملكية عقار

Title Deed

Issue Date	05/09/2018	تاريخ الإصدار
Mortgage Status:	Not mortgaged	غير مرهونة
Property Type:	Land	أرض
Community:	Zaabeel Second	زمبابيل الثاني
Plot No:	120	رقم الأرض:
Municipality No:	337 - 2220	رقم البلدية:
Area Sq Meter :	16192.14	المساحة الكلية متر مربع :
Area Sq Feet:	174,290.74	المساحة الكلية بقدم المربع :

Owners numbers and their shares
 Area (Sq Meter) 1 6192.14 الملاحة بالمقدار المذكور:
 (172397) DUBAI WORLD TRADE CENTER 16192.14 رقم أسماء المالك وخصصتهم:
 OWNED BY DUBAI WORLD TRADE COMPANY L.L.C (172397) شركة مركز دبي التجاري العالمي لملكها
 مملوكة من قبل مركز دبي التجاري العالمي شركة شلسمن الرواد
 شركة دبى جم

الذ يشهدون من ملوك السنوار الشيخ محمد بن راشد آل مكتوم بتاريخ
 ٢٠١١-١-١٨
 المسجلة الإجمالية للإيجار مراجعة لدى السطور () كلام موافق

Approved Signature



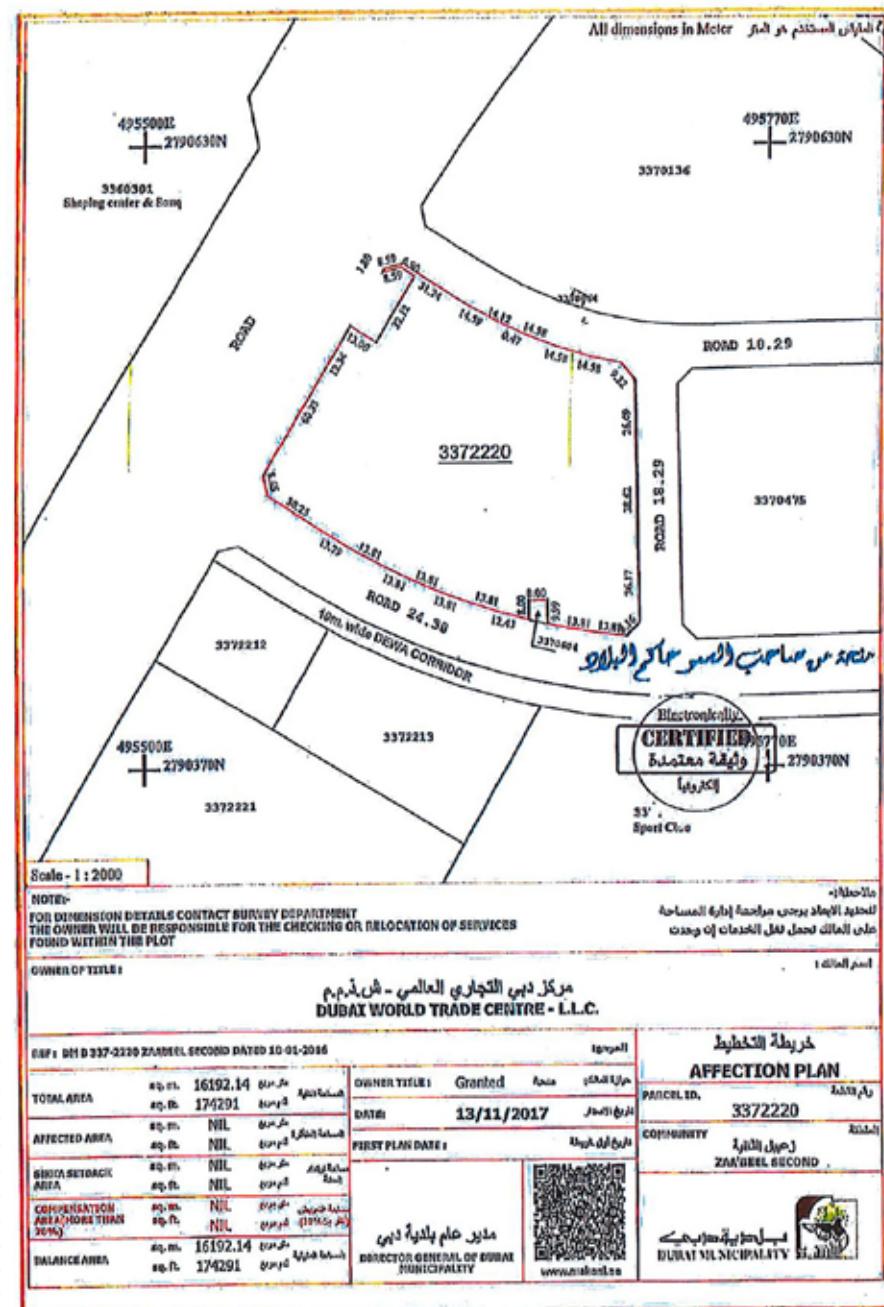
36937/2018

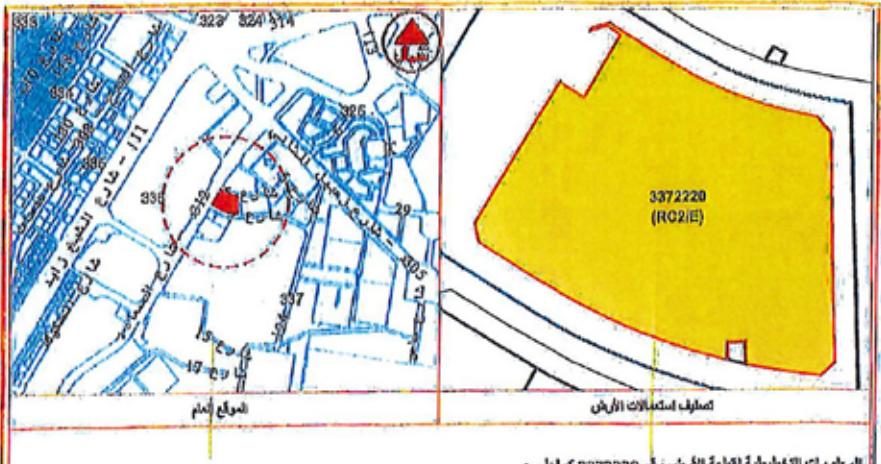
DUBAI LAND DEPARTMENT (15)

- يتم تذليل بيانات الشهادة على الرابط
- إن الصلاحيات مسحورة أو غيرها في الشهادة تدور للأمام
- يرجى الامتناع عن إعادة نقل أي نسخة من غير المأذون

- Digital data of this certificate is securely stored on blockchain
- This certificate is electronically issued and no signature is required
- Any changes in the certificate make it void
- It is prohibited to hold this certificate by any other party

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العنوان: المعاشرات التخطيطية للفترة الأولى رقم 3372220 كماري :

الاستعمال : تجاري ، مكاتب ، سكنى RC2/E

الارتفاع : غير محدد إلا للطابق RC2/E

موافق لكل شرطة و كل اشتراط و موافق لكل شرطة ازيد مساحتها 150 متر مربع و موافق لكل 70 متر مربع من الاستعمال التجاري و موافق لكل 50 متر مربع للاستعمال المكتبي

الارتفاع : ربع الارتفاع عن الجوار و من ملتصق السقف و يبعد المتر 7.5 متر و بعد أدنى 3 متر RC2/E

الارتفاع : يجب الحصول على مذكرة هيئة ابن الطيران المدني RC2/E

يصرح للسادة / مركز دبي التجاري العالمي ببناء أرضي تجاري + 5 طوابق موافق ببابارات ، مع الالتزام بالإشتراطات التخطيطية و البنائية ، مع إمكانية نقل الموافقة في حالة البيع لمالك آخر شريطة دفع رسوم قيمتها = 5% من قيمة الأرض.

المنسوب المرجعي = (30) سم من منسوب أي طريق قائم مجاور يتحمل المالك تكاليف نقل خلائق الخدمات إن وجدت

هذه المعلومات التخطيطية سارية المفعول طبقاً لما ينص عليه قانون التخطيط والتعمير والبناء في دولة الإمارات العربية المتحدة ، والتى من صلاحياتها قبل البيع والشراء (دبي) (www.dubaigov.ae) .
The information is applicable as long as it does not conflict with other approved planning regulations , and should always be confirmed for validity upon selling or purchasing. Please visit (www.dubaigov.ae) for further application and DUBAI app.

شهادة ملكية عقار

Title Deed

Issue Date	05/09/2018	تاريخ الإصدار
Mortgage Status:	Not mortgaged	غير مرهونة
Property Type:	أرض	أرض العقار
Community:	Zaabeel Second	زمبيل الثانية
Plot No:	121	رقم الأرض
Municipality Nos	337 - 2221	رقم البلدية
Area Sq Meter:	19133.15	المساحة الكلية متر مربع :
Area Sq Feet:	205,947.51	المساحة الكلية بالقدم المربع :

أرقام و أسماء المالك و مصادرهم	المساحة بالمتر المربع	المساحة بالمتر المربع
(172397) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C	19133.15	(172397) شركة مركز دبي التجاري العالمي المالكة مملوكة مركز دبي التجاري العالمي شركة لشئون الرائد一人有限公司

التي يليها من مالك ، السيد علي محمد بن راشد آل مكتوم بتاريخ ٢٠١١-١-١٦
المساحة الإجمالية المأهولة ملأياً لملك المزارع () كم مربع

Approved Signature  توقيع مصدق

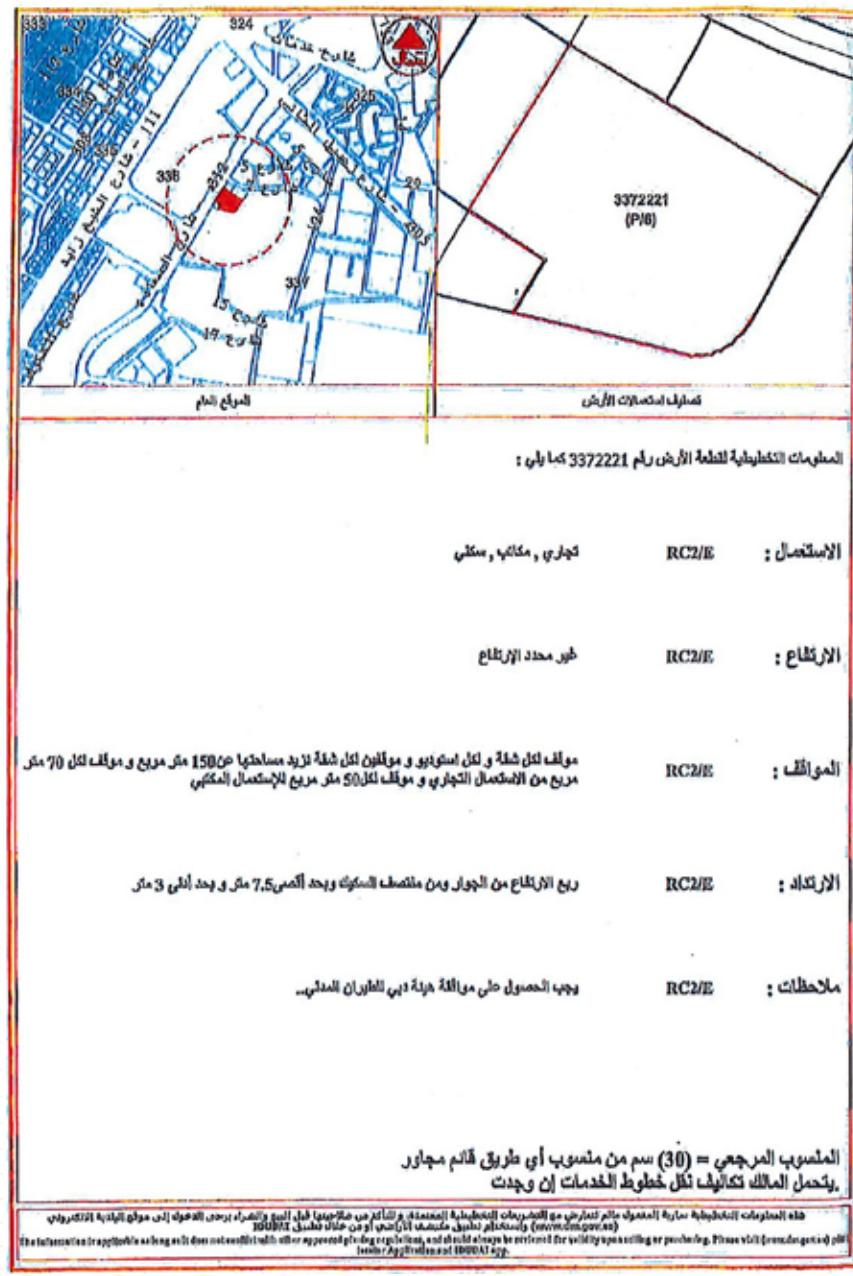
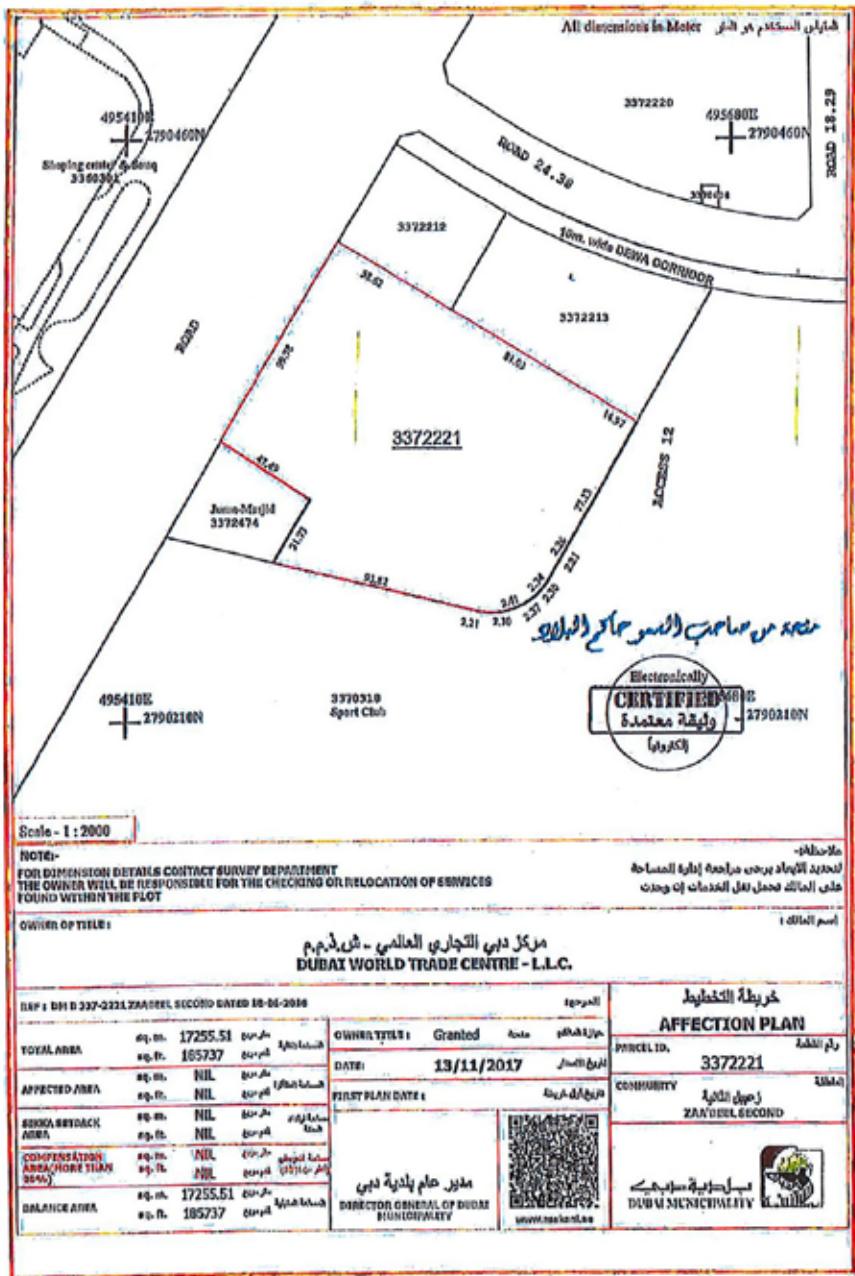
30/09/2018

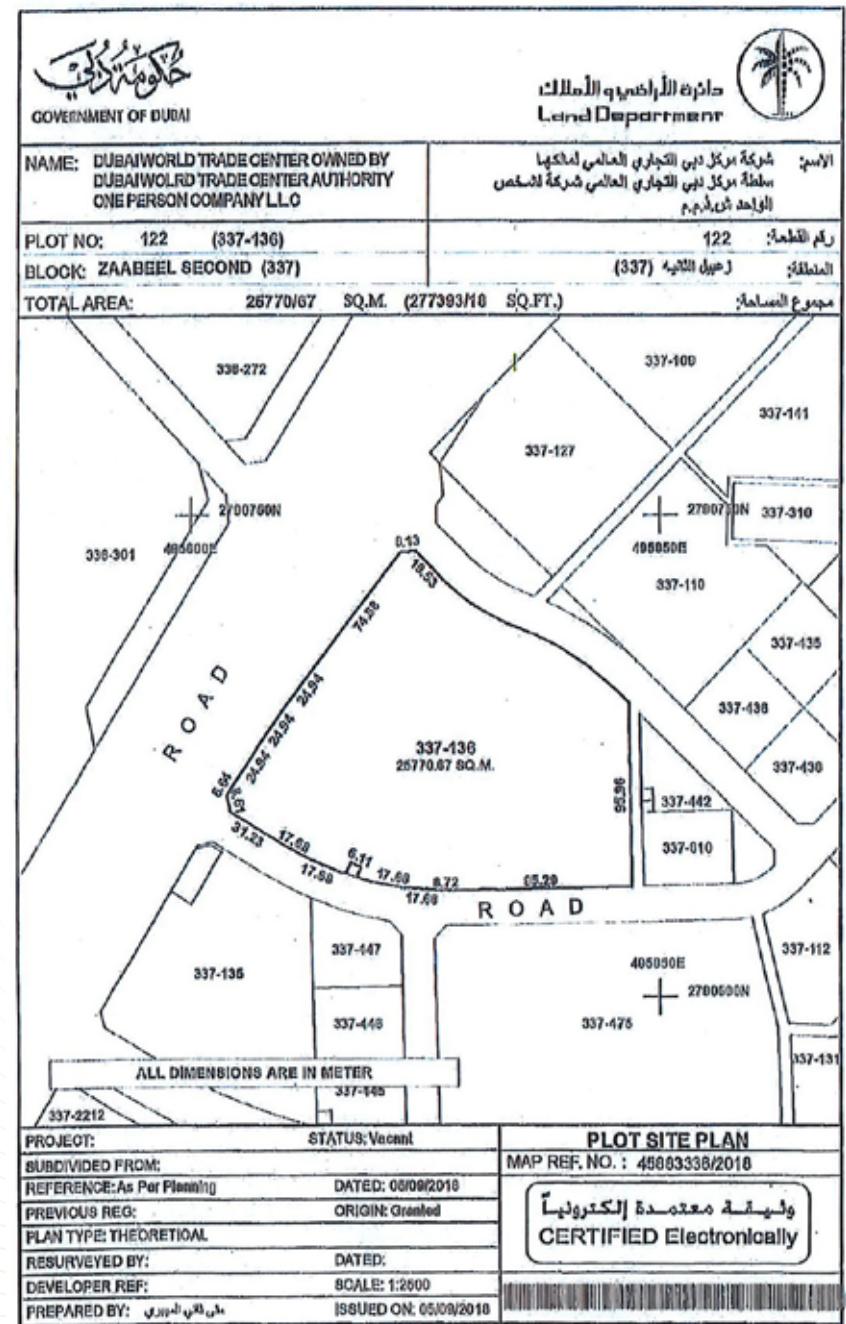
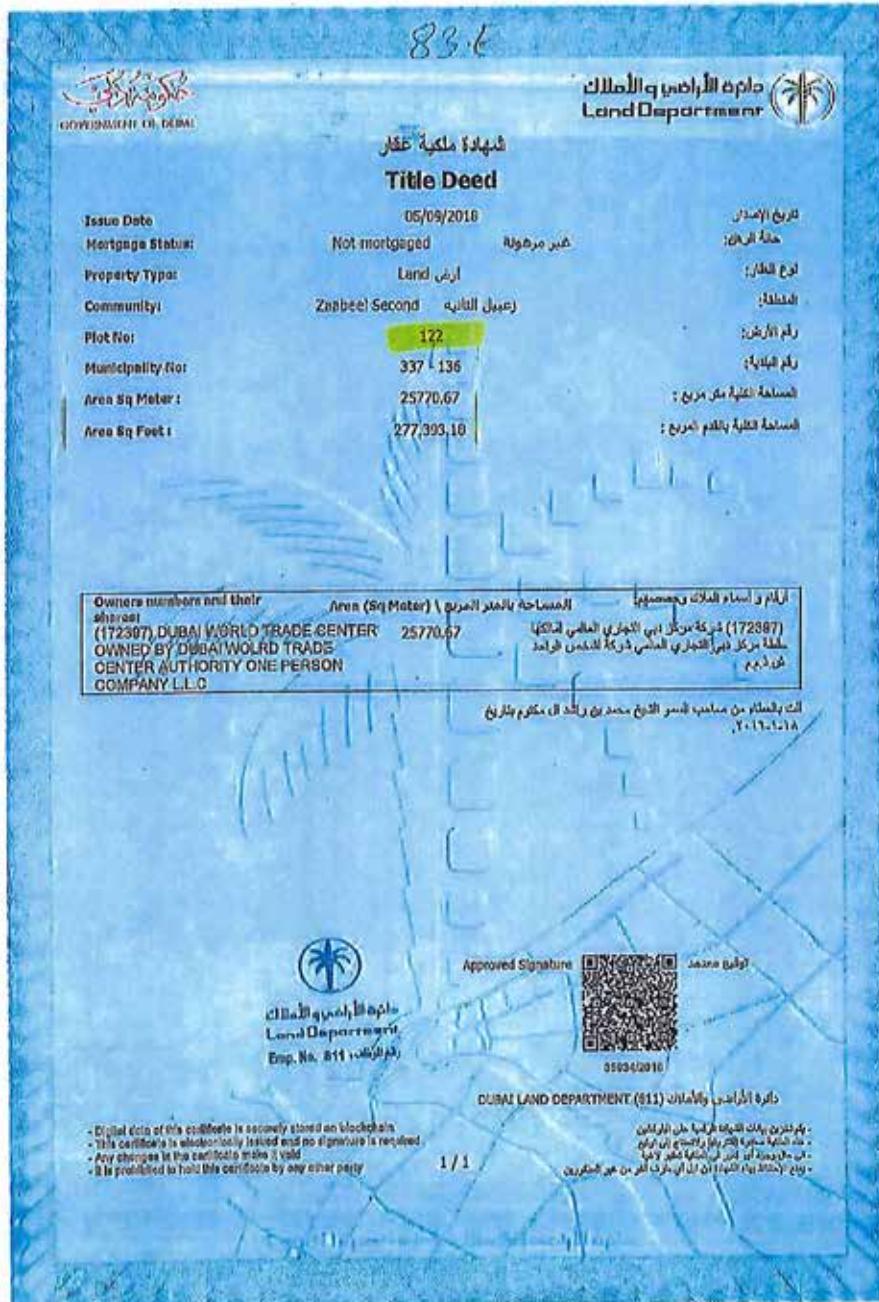
DUBAI LAND DEPARTMENT (DLD) دارة الأراضي والأملاك (DLD)

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- لا يجوز تخزين البيانات في هذا الشهادة على أي مكان
- لا يجوز تغيير محتوى الشهادة أو إدخالها في أي مكان آخر
- لا يجوز توزيع الشهادة من قبل أي شخص آخر من غير المذكورين
- لا يجوز إثبات الشهادة من قبل أي شخص آخر من غير المذكورين









Dubai Land Department



دبي أراضي
Dubai Land Department



@Land_Department



@Land_Department



دبي أراضي
Dubai Land Department



**Decree No (43) for 2013 regarding the
Determination of the Increase in Rent for Properties in the Emirate of Dubai**

We, Mohammed Bin Rashied Al Maktoum, Ruler of Dubai

After perusal of Law No (9) for 2004 regarding Dubai International Financial Center and amendments;

Law No (16) for 2007 regarding establishment of the Real Estate Regulatory Agency; Law No (26) for 2007 regarding Regulation the Relationship between Landlords and Tenants of Properties in the Emirate of Dubai and its amendments;

Decree No (22) for 2009 regarding Private Development Zones in the Emirate of Dubai;

Decree No (2) for 2011 regarding Rents in the Emirate of Dubai;

Decree No (26) for 2013 regarding Rental Disputes settlement Center in the Emirate of Dubai, and

Legislation regulating free zones in the Emirate of Dubai,

Decided the following:

**Percentage of Increase
Article (1)**

The maximum rent increase percentage of properties in the Emirate of Dubai shall be determined at renewal of lease as flows:

- A. Without any increase in the rental value for property unit if the rent less than 10% of the average similar rent.
- B. 5% of the rental value of the property unit if the rent less between 11% to 20% of the average similar rent.
- C. 10% of the rental value of the property unit if the rent less between 21% to 30% of the average similar rent.
- D. 15% of the rental value of the property unit if the rent less between 31% to 40% of the average similar rent.
- E. 20% of the rental value of the property unit if the rent less more than 40% of the average similar rent.

**Scope of Application
Article (2)**

This Decree shall be applicable on public and private landlords in the Emirate of Dubai, including private development zones and free zones, including Dubai International Financial Center.



**Average Similar Rent
Article (3)**

For the purpose of applying Article (1) of this Decree, the average similar rent shall be determined in accordance to “Rental Index in the Emirate of Dubai” approved by the Real Estate Regulatory Agency.

**Publication and Application
Article (4)**

This Decree shall be enforced from the date of its issuance and shall be published in the Gazette.

**Mohammed Bin Rashid AL Maktoum,
Ruler of Dubai**

Issued in Dubai on: 18th December 2013
Corresponding to : 15th Safar 1435 H