



The Evolution of Real Property Legislation in Dubai

1

Sixth Edition
1446 - 2024

Series of legislation and laws
of the United Arab Emirates



The Evolution of Real Property Legislation in Dubai

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The timeline of The Evolution of Real Property Legislation in Dubai

s.n.	Legislation	Issuance Date	OG Publication Status	Effective Date
1	Decree No. (22) of 2022 Approving the Privileges of Real Estate Investment Funds in the Emirate of Dubai	7 July 2022	Official Gazette Issue No. 576 of 22 July 2022	Came into force on the date of its publication.
2	Decree No. (23) of 2022 Regulating the Grant of Musataha Rights over Commercial Land in the Emirate of Dubai	7 July 2022	Official Gazette Issue No. 576 of 22 July 2022	Came into force on the date of its publication.
3	Resolution No. (6) of 2022 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	28 February 2022	Official Gazette Issue No. 559 of 11 March 2022	Came into force on the date of issuance.
4	Law No. (2) of 2022 Concerning the for Acquisition of Real Property for Public Benefit in the Emirate of Dubai	3 January 2022	Official Gazette Issue No. 552 of 14 January 2022	Came into force on the date of its publication; and repealed the Decree Regulating Expropriation of Property for Public Interest, issued on 1 January 1964
5	Resolution No. (25) of 2021 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	12 July 2021	Official Gazette Issue No. 526 of 28 July 2021	Came into force on the date of its issuance.
6	Resolution No. (7) of 2021 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	3 March 2021	Official Gazette Issue No. 510 of 31 March 2021	Came into force on the date of its issuance.
7	Decree No. (33) of 2020 Concerning the Special Tribunal for Unfinished and Cancelled Real Property Projects in the Emirate of Dubai	24 November 2020	Official Gazette Issue No. 496 of 15 December 2020	Came into force on the date of its publication; and superseded Decree No. (21) of 2013
8	Decree No. (23) of 2020 Regulating the Sale by Heirs of Residential Real Property in the Emirate of Dubai	13 August 2020	Official Gazette Issue No. 483 of 19 August 2020	Came into force on the date of its publication
	Decree No. (31) of 2023 Amending Decree No. (23) of 2020 Regulating the Sale by Heirs of Residential Real Property in the Emirate of Dubai	14 June 2023	Official Gazette Issue No. 621 of 5 July 2023	Came into force on the date of its issuance
9	Resolution No. (18) of 2019 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	4 September 2019	Official Gazette Issue No. 461 of 24 September 2019	Came into force on the date of its publication
10	Law No. (6) of 2019 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai	4 September 2019	Official Gazette Issue No. 460 of 19 September 2019	Came into force sixty (60) days after the date of its publication; and repealed Law No. (27) of 2007

s.n.	Legislation	Issuance Date	OG Publication Status	Effective Date
11	Decree No. (31) of 2016 Concerning the Mortgage of Granted Land in the Emirate of Dubai	1 November 2016	Official Gazette Issue No. 406 of 30 November 2016	Came into force on the date of its issuance, and repealed the Order issued on 14 May 1996 and its Implementing Instructions Issued on 5 June 1996
12	Resolution No. (8) of 2016 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	9 June 2016	Official Gazette Issue No. 400 of 14 July 2016	Came into force on the date of its issuance
13	Resolution No. (14) of 2015 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	18 November 2015	Official Gazette Issue No. 392 of 10 December 2015	Came into force on the date of its publication
14	Administrative Resolution No. 134 of 2013	2 April 2014	Not published in the Official Gazette	Came into force on the date of its issuance
15	Resolution No. (2) of 2013 Authorizing the Branch of Emirates REIT (CEIC) Limited to Own Real Property in the Emirate of Dubai	19 February 2013	Official Gazette Issue No. 366 of 28 February 2013	Came into force on the date of its issuance
16	Regulation No. (3) of 2012 Adding New Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai	7 October 2012	Official Gazette Issue No. 364 of 16 December 2012	Came into force on the date of its issuance
17	Regulation No. (2) of 2012 Adding New Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai	7 June 2012	Official Gazette Issue No. 361 of 22 July 2012	Came into force on the date of its issuance
18	Regulation No. (1) of 2011 Adding New Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai	24 April 2011	Official Gazette Issue No. 354 of 31 May 2011	Came into force on the date of its issuance
19	Executive Council Resolution No. (6) of 2010 Approving the Implementing Bylaw of Law No. (13) of 2008 Regulating the Interim Real Property Register of the Emirate of Dubai	14 February 2010	Official Gazette Issue No. 347 of 15 April 2010	Came into force on the date of its issuance
20	Law No. (14) of 2008 Concerning Mortgage in the Emirate of Dubai	14 August 2008	Official Gazette Issue No. 334 of 31 August 2008	Came into force sixty (60) days after the date of its publication

s.n.	Legislation	Issuance Date	OG Publication Status	Effective Date
21	Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai.	14 August 2008	Official Gazette Issue No. 334 of 31 August 2008	Came into force on the date of its publication
	Law No. (19) of 2020 Amending Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai.	24 November 2020	Official Gazette Issue No. 495 of 13 December 2020	Came into force on the date of its publication
	Law No. (9) of 2009 Amending Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai	12 April 2009	Official Gazette Issue No. 340 of 15 April 2009	Came into force on the date of its publication
22	Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai	26 November 2007	Official Gazette Issue No. 326 of 31 December 2007	Came into force sixty (60) days after the date of its publication
	Law No. (33) of 2008 Amending Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai	1 December 2008	Official Gazette Issue No. 338 of 1 February 2009	Came into force on the date of its publication
23	Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai	7 June 2006	Official Gazette Issue No. 314 of 3 July 2006	Came into force on the date of its publication
	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	18 March 2010	Official Gazette Issue No. 347 of 15 April 2010	Came into force on the date of its publication
24	Bylaw No. (85) of 2006 Regulating the Real Estate Brokers Register in the Emirate of Dubai	30 May 2006	Not published in the Official Gazette	Came into force on the date of its execution
25	Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai	13 March 2006	Official Gazette Issue No. 311 of 1 April 2006	Came into force on the date of its publication; and repealed the Decree issued on 6 November 1997
	Law No. (7) of 2019 Amending Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai	4 September 2019	Official Gazette Issue No. 461 of 24 September 2019	Came into force on the date of its publication
26	Law No. (1) of 2002 Concerning the Mortgage of Real Property Constructed in the Jebel Ali Free Zone	15 January 2002	Official Gazette Issue No. 276 of 16 January 2002	Came into force on the date of its publication

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Law No. (2) of 2022 Concerning Acquisition of Real Property for the Public Benefit in the Emirate of Dubai⁽¹⁾

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. (5) of 1995 Establishing the Department of Finance;

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

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

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

Law No. (13) of 2013 Concerning the Land Department;

Law No. (1) of 2016 Concerning the Financial Regulations of the Government of Dubai and its Implementing Bylaw;

Law No. (8) of 2019 Concerning His Highness the Ruler's Court;

Law No. (5) of 2021 Concerning the Dubai International Financial Centre;

The Order of 1961 Establishing the Dubai Municipality;

The Decree Regulating Expropriation of Property for the Public Benefit, issued on 1 January 1964;

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

Decree No. (28) of 2015 Concerning Governance of the Boards and

Committees Affiliated to the Government of Dubai;

Decree No. (22) of 2021 Concerning the Chairman of His Highness the Dubai Ruler's Court;

Local Order No. (2) of 1999 Concerning Classification and Regulation of Land Use in the Emirate of Dubai and its amendments;

Local Order No. (1) of 2014 Concerning Compensation of Owners of Land Affected by Road Setback in the Central Business District; 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 will be cited as "Law No. (2) of 2022 Concerning Acquisition of Real Property for the Public Benefit in the Emirate of Dubai".

Definitions

Article (2)

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

Emirate: The Emirate of Dubai.

Chairman: The Chairman of His Highness the Ruler of Dubai's Court.

DLD: The Land Department.

Acquiring Entity: Any of the entities requesting the Acquisition of Real Property under this Law. This includes, but is not limited to, the Dubai

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 552 of 14/01/2022.

Municipality, the Roads and Transport Authority, and free zone authorities in the Emirate.

Acquisition Committee: The Acquisition committee formed pursuant to the provisions of this Law.

Real Property: A vacant land plot, the principal real rights in that plot, and the lease rights therein provided for by the above-mentioned Law No. (7) of 2006 and Law No. (13) of 2008.

Owner: A natural or legal person in whose name the Real Property is registered in accordance with the legislation in force in the Emirate, or who is lawfully in possession of the Real Property. This includes the holders of principal real rights or the lease rights provided for by the above-mentioned Law No. (7) of 2006 or Law No. (13) of 2008; and the universal or particular successors of Owners.

Acquisition: The expropriation of Real Property from its Owner, or expropriation of the principal real rights in that property or the lease rights therein provided for by the above-mentioned Law No. (7) of 2006 or Law No. (13) of 2008.

Project: A project that belongs to the Acquiring Entity, for which Acquisition is requested, and which aims at serving the public interest.

Compensation: The cash or in-kind consideration to which an Owner of acquired Real Property is entitled as a result of Acquisition.

Escrow Account: A bank account which is created with the DLD in the name of a Project upon obtaining the approval of the Department of Finance, and into which the cash equivalent of Compensation is deposited.

Valuator: An independent entity that is responsible for the valuation of Real Property, and is selected by the Owner from the list prepared by the Acquisition Committee for the purposes of revaluation of the Real Property

intended for Acquisition and estimation of the amount of Compensation in accordance with the provisions of this Law.

Scope of Application

Article (3)

- a. This Law applies to all Acquisitions of Real Property made in the Emirate, including in Special Development Zones and free zones, such as the Dubai International Financial Centre.
- b. The procedures, rules, and requirements applicable to the Acquisition of buildings and structures constructed on Real Property in the Emirate, whether completed or under construction, and to the Compensation due in respect thereof, will be prescribed by the relevant resolution issued by the Chairman.

Objectives of the Law

Article (4)

This Law aims to:

1. ensure that private ownership is protected and not prejudiced, and that private property is not expropriated except for the public benefit and in return for fair Compensation;
2. regulate the process of expropriation of Real Property for the public benefit in the Emirate, in accordance with clear and specific procedures;
3. establish fair rules and standards for Compensation for the acquired Real Property in the Emirate, in accordance with the internationally recognised best standards in this regard; and
4. enable public and private entities in the Emirate to implement their Projects which aim at serving the public interest.

Rules for Acquisition

Article (5)

Acquisition of Real Property may be made only for the public benefit, in return for fair Compensation, and in accordance with the rules, standards, provisions, and procedures stipulated in this Law and the resolutions issued in pursuance hereof.

Acquisition De Jure

Article (6)

- a. Where the Acquisition of a part of Real Property causes the remaining part thereof to become unfit for development or for use in accordance with the planning and construction regulations in force in the Emirate, the Acquisition resolution will extend de jure to the remaining part of the Real Property. In this event, the Acquiring Entity will be liable for providing Compensation for the Acquisition of the whole Real Property as per its estimated value. However, where the Owner expresses his wish to retain this part of his Real Property to amalgamate it with another adjacent Real Property into a single Real Property fit for development or use in accordance with the planning and building regulations in force in the Emirate, the Acquisition Committee may issue a decision limiting the Acquisition and Compensation to the part of the Real Property whose Acquisition is requested.
- b. Where mandated by work requirements, the Acquisition Committee may permit the Acquiring Entity to use the part of the Real Property which is subjected to de jure Acquisition in accordance with paragraph (a) of this Article for any other purpose that is consistent with the planning and construction regulations in force in the Emirate.

Formation and Governance of the Committee

Article (7)

- a. Pursuant to a resolution issued by the Chairman, a permanent committee named (the “Acquisition Committee”) will be formed. The resolution will determine the membership of the Acquisition Committee, the procedures for holding its meetings and passing its resolutions, and the procedures that must be followed for filing an Acquisition application with it; and will include any other relevant provisions.
- b. The above-mentioned Decree No. (28) of 2015, or any other superseding legislation, applies to the governance of the Acquisition Committee, to the confidentiality of information, and to the duties of the chairman and members of the Acquisition Committee.

Functions of the Committee

Article (8)

- a. The Acquisition Committee will have exclusive jurisdiction to determine the Acquisition applications submitted to it. For this purpose, the Acquisition Committee will have the authority to:
 1. request the concerned entities to provide it with the financial appropriations allocated to the Project for which Real Property Acquisition is requested; and the approvals, engineering plans and drawings, and other documents related to that Project, in order to consider the same and determine the feasibility and significance of the Project and the extent to which it serves the public interest;
 2. review the Project to determine whether it is aligned with the general policy of urban planning, and whether it is in harmony

with the distinctive architectural character of the area of the requested Acquisition and with the urban master plan of the Emirate; and consider the desired development benefit of the Project;

3. propose, to the applicant Acquiring Entity, appropriate planning alternatives to implement the Project without resorting to Acquisition, such as the allocation of alternative land plots for the construction of the Project;
 4. consider whether the Project requires the Acquisition of the Real Property in whole or in part;
 5. prepare a list of Valuers to re-estimate the amount of Compensation for the Real Property acquired under this Law, and present it to the Owner of the Real Property to select one of these Valuers as he deems appropriate;
 6. approve the type and amount of Compensation determined by the DLD or the Valuator, as the case may be; and notify the Acquiring Entity of the same to deposit it into the Escrow Account in addition to other expenses incurred in respect of the Acquisition, as determined by the Acquisition Committee, including service of notices and other administrative expenses; and
 7. exercise any other duties or powers assigned to it by the Chairman.
- b. Paragraph (a) of this Article does not apply to the orders issued by the Ruler concerning Acquisition of any Real Property in the Emirate. The Chairman will issue a resolution determining the functions of the Acquisition Committee in respect of Acquisition of Real Property under this paragraph.

Procedures for the Execution of Acquisition Resolutions Article (9)

Once an Acquisition resolution is issued by the Acquisition Committee, the Acquiring Entity will:

1. notify the DLD of the Acquisition resolution to create an entry denoting its content on the registry folio of the Real Property intended for Acquisition;
2. notify the Owner of the acquired Real Property of the Acquisition resolution and the type and amount of the Compensation by registered mail with acknowledgement of receipt; by publication in one English and one Arabic widely-circulated local daily newspaper; or by any other means which is deemed appropriate by the Acquiring Entity and ensures that the Owner is duly informed of the Acquisition resolution. The notice must include a request that the Owner report to the Acquiring Entity to provide a copy of the documents proving his rights in the acquired Real Property within thirty (30) days from the date of receiving the notice or from the date of publication;
3. prepare a report confirming that the Owner has reported to the Acquiring Entity, and stating his demands and the documents submitted by him against a receipt, in addition to his declaration that the acquired Real Property has been fully vacated;
4. initiate the procedures for vacating the acquired Real Property, where the Owner does not consent to the type or amount of Compensation notified to him, or where he fails to report to the Acquiring Entity's offices within the time limit mentioned in sub-paragraph (2) of this Article. Initiating these procedures may not prejudice the Owner's right to object to the amount of Compensation before the Acquisition

Committee, or to take recourse to the courts to challenge the procedures for execution of the Acquisition resolution in accordance with the provisions of this Law.

Objection to the Amount of Compensation

Article (10)

An Owner of acquired Real Property may object to the amount, but not the type, of the Compensation within ten (10) working days from the date of expiry of the time limit prescribed by sub-paragraph (2) of Article (9) of this Law.

Procedures for Determining Objections

Article (11)

In considering and determining an objection to the amount of Compensation by an Owner of acquired Real Property, the following procedures will apply:

1. Within (5) five working days from the date of receiving the objection submitted by the Owner of the acquired Real Property, the Acquiring Entity will forward the objection to the Acquisition Committee, together with a copy of the title deed of the Real Property intended for Acquisition and the Real Property survey certificate. A copy of the objection must also be sent to the DLD.
2. Within ten (10) working days from the date of receiving the objection in accordance with the provisions of sub-paragraph (1) of this Article, the Acquisition Committee will, at the expense of the Acquiring Entity, appoint the Valuator selected by the Owner to reevaluate the acquired Real Property, determine the amount of Compensation in accordance with the internationally recognised standards, prepare a report on the

same, and submit that report to the Acquisition Committee.

3. Where the amount of Compensation determined by the Valuator is lower than the amount of Compensation determined by the DLD, the amount of Compensation determined by the DLD will be approved.
4. Where the amount of Compensation determined by Valuator is higher than the amount of Compensation determined by the DLD by no more than ten percent (10%), the amount of Compensation determined by the Valuator will be approved.
5. Where the amount of Compensation determined by the Valuator is higher than the amount of Compensation determined by the DLD by more than ten percent (10%), the Acquisition Committee will, at the expense of the Acquiring Entity, appoint another Valuator to reevaluate the acquired Real Property and determine the amount of Compensation.
6. The amount of Compensation to which the Owner of the acquired Real Property is entitled under sub-paragraph (5) of this Article will be calculated by taking the average of the highest Compensation amounts estimated by the DLD and the two (2) Valuators.
7. The Acquisition Committee will issue a decision expropriating the Real Property; approving the type and final amount of Compensation; and instructing the Acquiring Entity to complete the procedures for executing the Acquisition resolution in accordance with Article (9) hereof. The decision issued by the Acquisition Committee in this respect will be final.

Challenging the Procedures for Execution of Acquisition Resolutions

Article (12)

- a. An Owner of acquired Real Property may challenge the validity of the procedures for execution of the Acquisition resolution before the competent court within sixty (60) days from the date of issuance of the Acquisition Committee's decision expropriating the Real Property and approving the type of Compensation, failing which any challenge to be filed by the Owner will be inadmissible. Where the Owner files the challenge within the time limit, the amount of Compensation will be retained, deposited into the Escrow Account, and disbursed to the persons entitled to it only pursuant to a final court judgment.
- b. Courts may not hear any application or appeal in relation to any objection to the amount of Compensation; and must rule that it is inadmissible.

Execution of Acquisition Resolutions

Article (13)

The execution of an Acquisition resolution will not be affected by any objection to the amount of Compensation by the Owner of the acquired Real Property or any challenge to the validity of the procedures for execution of the resolution before a court. Moreover, the procedures for execution of the Acquisition resolution will not be affected by any legal proceedings filed by the concerned parties in respect of the acquired Real Property.

Time Limit for Vacating Real Property

Article (14)

- a. The Owner of acquired Real Property will be granted a time limit of up to one (1) year from the date of issuance of the Acquisition resolution to vacate the Real Property. The Acquisition Committee may extend this time limit for no more than one (1) year upon the request of the Owner of the acquired Real Property.
- b. Where the Project implementation is time-critical, the Acquisition Committee may, upon the request of the Acquiring Entity, shorten the time limit stipulated in paragraph (a) of this Article.
- c. Where the acquired Real Property is not vacated within the time limit prescribed by paragraphs (a) and (b) of this Article, the Acquiring Entity may take the necessary actions to vacate it through the administrative course of action. In that case, the Owner of the acquired Real Property will not be held liable for any expenses arising from the vacation. However, where it is established that the Owner of the acquired Real Property is directly or indirectly responsible for disrupting or delaying the vacation of the acquired Real Property, he will be held liable for all expenses and costs arising from vacating the acquired Real Property.
- d. Notwithstanding the provisions of paragraph (a) of this Article, and where supported by substantial grounds, the Compensation may, pursuant to a resolution of the chief official in charge of the Acquiring Entity, be delivered to the Owner of the acquired Real Property prior to the expiry of the time limit prescribed for vacating the Real Property. In this case, the Compensation will be delivered only after the Owner of the Real Property provides the relevant guarantees, as determined by the Acquiring Entity in coordination with the Acquisition Committee,

which ensure that he vacates the Real Property within the time limit granted to him.

Type of Compensation Article (15)

The Acquisition Committee will determine the type of due Compensation in any of the following cases:

1. in case of Acquisition of Real Property in whole;
2. in case of Acquisition of part of Real Property;
3. where any real rights, or any lease rights provided for by the above-mentioned Law No. (7) of 2006 or Law No. (13) of 2008, are associated with the acquired Real Property; or
4. where parcels of land, located within the Central Business District demarcated in the Master Plan of the Emirate, are excised for purposes of road setback. In this case, the Compensation will be limited to the area of the excised parcel of land.

Non-entitlement to Compensation Article (16)

No Compensation will be due in respect of:

1. Real Property possessed by persons unlawfully or without a legal justification;
2. structures constructed on Real Property without a permit or in violation of the relevant legislation in force; and
3. Utility Lines belonging to local Government Entities, where it is possible to relocate these Utility Lines without causing any malfunction or damage of the same. In this case, the Acquiring Entity must pay

the costs of removing and relocating these Utility Lines, and installing them at the location specified by the entity to which they belong.

Deposit of Compensation Amount Article (17)

- a. An Acquiring Entity must, within the time limit prescribed by the Acquisition Committee, deposit the Compensation amount due in respect of the acquired Real Property into the Escrow Account, in order for the DLD to disburse that amount to the persons entitled to it.
- b. Where an Owner of acquired Real Property fails to claim the Compensation for a period exceeding three (3) years from the date of its deposit into the Escrow Account, the DLD may, upon expiry of that period, withdraw the Compensation amount from the Escrow Account and transfer it to the Public Treasury of the Government.
- c. Without prejudice to the time bar periods prescribed by law for Compensation claims, the transfer of the Compensation amount from the Escrow Account into the Public Treasury of the Government under paragraph (b) of this Article will not prejudice the right of the Owner of the acquired Real Property or his heirs to claim the Compensation to which they are entitled under this Law.

Settlement of Encumbrances upon Real Property from Compensation Amounts

Article (18)

Where the acquired Real Property is subject to a lien created for any reason, or a principal or ancillary real right is created over that Real Property, the Acquiring Entity must coordinate with the DLD to deduct, from the Compensation amount deposited into the Escrow Account, an amount equal to the value of the lien or right; and must not pay the said amount to any entity or person without a final court judgement.

Use of Acquired Real Property

Article (19)

Upon the request of an Acquiring Entity, the Acquisition Committee may, in accordance with the relevant rules it adopts, approve the use of the acquired Real Property to implement any Project other than the Project for which Acquisition is made.

Acquisition Disputes

Article (20)

Where a dispute arises between the Acquisition Committee and the Acquiring Entity in respect of an Acquisition application, the dispute will be referred to the Chairman for determination. Where the expropriation of the Real Property is approved, the Acquisition application will be redirected to the Acquisition Committee to issue the Acquisition resolution and complete the procedures stipulated in this Law in relation to execution of the same.

Seeking Assistance from Government Entities

Article (21)

For the purpose of implementing the provisions of this Law, the Acquiring Entity and the Acquisition Committee may seek assistance from the concerned Government Entities in the Emirate, including police personnel. Upon request, these entities must provide support and assistance.

Government Real Property Affected by Acquisition

Article (22)

Where an Acquisition affects Real Property owned or designated for any federal government entity or local Government Entity, the Compensation for that Real Property will be regulated by the legislation in force, and the relevant rules, standards, and procedures adopted by the Acquisition Committee.

Incomplete Acquisitions

Article (23)

This Law applies to Real Property Acquisition procedures which are not completed by the effective date of this Law. All procedures taken in respect of the Acquisition of such Real Property will be deemed valid as if made in accordance with the provisions of this Law.

Compliance

Article (24)

- a. Any person whose Real Property was acquired prior to the effective date of this Law, but has not completed the Acquisition procedures or received the Compensation to which he is entitled in accordance

with the legislation in force at the time of Acquisition, must report to the competent Government Entities in the Emirate to complete all the procedures for receiving the Compensation owed to him within a period of not exceeding one (1) year from the effective date hereof. The Chairman may, where required, extend this time limit for up to six (6) months.

- b. Where the Owner of the acquired Real Property fails to complete the procedures for the Acquisition and receipt of the due Compensation within the time limit prescribed by paragraph (a) of this Article, any decisions issued concerning entitlement to the Compensation will be deemed null and void. In this case, the due Compensation will be determined pursuant to the provisions of this Law. The type and amount of Compensation must be determined based on the market value of the Real Property on the date of the Acquisition.

Issuing Implementing Resolutions Article (25)

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

Repeals Article (26)

The provisions of the Decree Regulating Expropriation of Property for the Public Benefit, issued on 1 January 1964, are hereby repealed to the extent that they contradict the provisions of this Law. Any provision in any other legislation is also hereby repealed to the extent that it contradicts the provisions of this Law.

Publication and Commencement Article (27)

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

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

Issued in Dubai on 3 January 2022

Corresponding to 30 Jumada al-Ula 1443 A.H.

Law No. (6) of 2019 Concerning Ownership of Jointly Owned Real Property in the Emirate of Dubai⁽¹⁾

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

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 460 of 19/09/2019.

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 will 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, will 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.

Major Project: Any Jointly Owned Real Property designated as a major project in accordance with the relevant criteria approved by the Director General.

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.

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 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.

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.

Plans: These include Master Plans and Site Plans.

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.

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.

Designated Common Parts: The Jointly Owned Real Property parts, connections, fittings, equipment, or facilities designated for exclusive use by certain Owners rather than others.

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.

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.

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.

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.

Owners Committee: A committee constituted from amongst Owners in accordance with the provisions of this Law.

Statute: The rules and provisions governing an Owners Committee, which are established and approved in accordance with the provisions of this Law.

Service Charges: The annual charges collected from Owners to cover the cost of management, operation, maintenance, and repair of Jointly Owned Real Property.

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 will 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 will 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 will 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 will 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 will 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 will constitute part of the title deed of Jointly Owned Real Property. The DLD will maintain an original copy of each of these documents.
- b. An Occupant will 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 will be held liable for all the expenses and costs incurred in this regard.

- f. The DLD will 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, façades, 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, will 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 will 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 will 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, will own an undivided interest in Common Parts. This interest will 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 will 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 will 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 will 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 will be transferred to the other co-owners in proportion to their existing shares.
- b. A pre-emption right will 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 will 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 will 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 will be determined in accordance with the criteria prescribed under the relevant resolution issued by the Director General. The Developer will be responsible for the management, operation, maintenance, and repair of Common

Parts and Utility Services. A Major Project will 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 will 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 will 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 will 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 will 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 will 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 will be outsourced to a Hotel Project Management Company. In this case, the Jointly Owned Real Property will 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 will be appointed by RERA.

**Management of Common Facilities
Article (19)**

The Master Developer of a Master Project will 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 will 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 will 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 will 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, will be constituted of a maximum of nine (9) members appointed by RERA, including the committee chairman and vice chairman.
- b. An Owners Committee will 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 will elect from amongst its members the chairman of that committee, who will 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 will apply to Owners Committees.
- g. Subject to the provisions of this Law, RERA will issue Statutes.
- h. The membership of an Owner in the Owners Committee will be

terminated if he ceases to meet any of the membership requirements stipulated in paragraph (c) of this Article, in which case RERA will 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 will be regularly convened every three (3) months, i.e. four (4) times a year; and its first meeting will be convened within thirty (30) days from the date of its constitution. Meetings of the Owners Committee will 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 will 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 will 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 will 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 will 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 will 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 will 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 will be calculated based on the area of his Unit as recorded in the Real Property Register.

Usage Charges Article (26)

A Master Developer will 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 will 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 will 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 will 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 will be determined pursuant to the relevant resolution issued by the Director General.

- d. The funds deposited in the Usage Charges account will 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 will 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 will 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 will 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 will inspect; and audit the management, operation, maintenance, and repair of, the Jointly Owned Real Property, Common Parts, and Common Facilities. For these purposes, RERA will 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 will 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 will 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 will 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 will be liable for the cost of remedy of this damage, which will 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 will 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 will 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 will 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 will 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 will 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 will be calculated pursuant to the insurance contracts concluded with insurance companies, and will 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 will 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 will 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 will 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 will 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, will 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 will 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 will 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 will be final.

Payment of Revenues Article (47)

The fees and fines collected pursuant to this Law and the resolutions issued in pursuance hereof will 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 will 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 will issue the resolutions required for the implementation of this Law. These resolutions will 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 will 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 will 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 will be published in the Official Gazette and will 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. (14) of 2008 Concerning Mortgage in the Emirate of Dubai⁽¹⁾

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 of the Emirate of Dubai,

Do hereby issue this Law:

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 334 of 31/08/2008.

Section One

Definitions and General Provisions

Article (1)

This Law will be cited as “Law No. (14) of 2008 Concerning Mortgage in the Emirate of Dubai”.

Definitions

Article (2)

The following words and expressions will 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 structure constructed on it which cannot be moved without damage or alteration to its form.

Real Property Unit: Any designated part of the Real Property, including any designated part marked on the plan.

Real Property Register: The 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: The set of documents which are created or maintained by the DLD in paper or electronic format and which record sale contracts of Real Property and other legal dispositions of off-plan Real Property prior to inclusion in the Property Register.

Mortgage: A contract by which a creditor acquires a Real Right in Real

Property or in a Real Property Unit, by which he obtains preference over ordinary creditors and creditors of lower rank, for the repayment of his claim out of the price of the Real Property, no matter in whose possession the Real Property may be.

Mortgagor: An Owner of Real Property or holder of a Real Right or personal right under a sale contract signed by the Owner of the 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 will 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 the Real Property which is sold off plan.

Article (4)

A creditor-Mortgagee must be a bank, or a financing company or institution, that is duly licensed and registered with the UAE Central Bank to provide Real Property financing 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 Mortgagee 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 will cover all appurtenances to the mortgaged Real Property or Real Property Unit, including buildings, plants, Real Property by destination, and any facilities constructed after the Mortgage contract is concluded.

Article (7)

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

Article (8)

1. Mortgage applications will be submitted to the DLD signed by the Mortgagor and the Mortgagee, or real surety if applicable, and will 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 will be executed in the form prescribed by the DLD, and the Mortgage will be registered in the Real Property Register or Interim Real Property Register, as the case may be. The rank of Mortgage will be determined in accordance with the date of its registration.
3. The DLD will 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 form, in which case it will 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.

Section 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 on the same only with the approval of the Mortgagee and provided that the person to whom the Real Property is disposed of agrees that all obligations of the Mortgagor under the Mortgage contract will be transferred to him. A Mortgagee may stipulate in the Mortgage contract that the Mortgagor and person to whom the Real Property is disposed of will be jointly liable for such 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 proper legal procedure, the Mortgage will be valid but, in both cases, such provision will be null and void. The provision will also be null and void even 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 will be on the substitute property and the Mortgagee may enforce his rights against such property in accordance with the rank of Mortgage.

Article (14)

Before enforcement of a debt against the mortgaged Real Property, a debt may not be enforced against any other property, and the real surety may not seek recourse against the debtor's property.

Article (15)

1. A Mortgagee may assign his rights to another person subject to the consent of the debtor. The deed of assignment will 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 will secure only the amount specified in the Mortgage contract unless otherwise provided for by law or agreement.

Article (17)

The rank of a Mortgage will be determined by the serial number of registration with the DLD. Where more than one person applies for registration of Mortgages against the debtor's interest in the same Real

Property, such Mortgages will be registered under the same number and creditors will rank equally for the purpose of distribution of the proceeds of sale by auction.

Article (18)

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

Article (19)

A Mortgagor will 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 recover relevant costs from the Mortgagor.

Article (20)

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

Section 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 term of Musataha but will not be entitled to mortgage the land subject to 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 term of the usufruct or long-term lease.

Article (23)

A Mortgage of the right of Musataha, usufruct or long-term lease will be terminated, and the relevant entries in the register will be struck off, upon either repayment of the debt secured by the Mortgage or termination of the term 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 while under construction may mortgage the same to secure a debt, provided that such Real Property Unit or Real Property is registered on the Interim Real Property Register maintained by the DLD.

Section Four

Enforcement against Mortgaged

Real Property

Article (25)

In the event of default in the payment of a debt or upon satisfaction of a condition under which early repayment of the debt is required, the creditor-Mortgagee or his universal or particular successors may commence foreclosure and forced sale procedures against mortgaged Real Property, on condition that the debtor or the person who has possession of the mortgaged Real Property or Real Property Unit will be served at least thirty (30) days' notice through the Notary Public.

Article (26)

If the debtor-Mortgagor, his universal or particular successors, or the real surety fails to pay the debt within the period stipulated in the preceding Article, the execution judge will, 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 execution judge may, upon request of the debtor or real surety, postpone the sale by public auction one time only for a period not exceeding sixty (60) days if it is established to the satisfaction of the execution 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 specified period, the mortgaged Real Property will 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 repay a debt secured by Mortgage and all amounts ancillary to such debt prior to its maturity date.

Article (30)

The debts owed to creditor-Mortgagees will be paid out of the price of mortgaged Real Property Unit or Real Property or out of 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 will be entitled to claim the balance of such debt from the debtor.

Section 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 will 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 will be exempt from the provisions of this Law. Orders and instructions issued by the Ruler, and their implementing resolutions, will apply to such Real Property.

Article (33)

Mortgage deeds duly registered pursuant to this Law will be binding upon third parties.

Article (34)

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

Article (35)

This Law will be published in the Official Gazette and will 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 Shaaban 1429 A.H.

Law No. (1) of 2002 Concerning the Mortgage of Real Property Constructed in the Jebel Ali Free Zone⁽¹⁾

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

After perusal of:

Law No. (1) of 1980 Establishing the Jebel Ali Free Zone;

Decree No. (1) of 1985 Establishing the Jebel Ali Free Zone Authority;

Law No. (2) of 1986 Concerning Business Activities in the Jebel Ali Free Zone and its amendments; and

Law No. (1) of 2001 Establishing the Ports, Customs, and Free Zone Corporation,

Do hereby issue this Law.

Article (1)

This Law will be cited as “Law No. (1) of 2002 Concerning the Mortgage of Real Property Constructed in the Jebel Ali Free Zone”.

Article (2)

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

Government: The Government of Dubai.

JAFZA: The Jebel Ali Free Zone Authority.

Real Property: Any fixed structures that are constructed on land and that

cannot be moved from one place to another.

Register: The mortgage register of the structures constructed within the Jebel Ali Free Zone.

Registrar: The employee responsible for registration of mortgages in the Jebel Ali Free Zone.

Article (3)

Owners of Real Property constructed within the Jebel Ali Free Zone on a land plot owned by the Government may mortgage the Real Property but not the land plot.

Article (4)

A Register will be created in the Jebel Ali Free Zone for registration of Real Property mortgages. Mortgages will not be deemed valid unless recorded in the Register.

Article (5)

Mortgage contracts will be recorded in the Register chronologically. The Register will include the following:

- a. all information related to the Real Property;
- b. the approximate value of the Real Property and its contents;
- c. the value of the debt; and
- d. the identity of the debtor, his nationality, and his place of residence.

Article (6)

A mortgage will be created by agreement of both contracting parties who must acknowledge and register that mortgage in the Register in accordance with the procedures prescribed in this Law.

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 276 of 16/01/2002.

Article (7)

An application for mortgage of Real Property signed by the owner of the Real Property and the mortgagee must be submitted to the Registrar. The application must contain all the information and details that must be stated in the mortgage contract pursuant to Article (5) hereof.

Article (8)

Upon receiving a mortgage application, the Registrar must:

1. verify that the contracting parties have the legal capacity required to create the mortgage;
2. verify that the debtor owns the Real Property to be mortgaged;
3. verify the value of the Real Property and its contents;
4. register the mortgage contract;
5. read out the mortgage contract to the contracting parties;
6. collect the relevant prescribed fees;
7. witness the signature by contracting parties of the mortgage contract; and
8. attest the mortgage contract by affixing his name, signature, and the official seal of JAFZA to the contract.

Article (9)

Where the Registrar finds that the documents and details submitted to create the mortgage are incomplete, he must suspend the application until the deficiencies are redressed.

Article (10)

The contracting parties will receive the mortgage deed signed by the Registrar and stamped with the seal of JAFZA. The particulars of the mortgage deed must conform to those recorded in the Register.

Article (11)

The rights recorded in the Register will remain unchanged until they are amended or extinguished. A mortgage deed registered under this Law will be legally effective towards third parties. No amendment or extinguishment of these rights will be valid unless it is recorded in the Register.

Article (12)

More than one mortgage may be created over the same Real Property. Mortgages will be entered in the Register chronologically; and preference of the rights over the same Real Property will be determined based on the order of entry in the Register.

Article (13)

A mortgage deed issued pursuant to the provisions of this Law will be deemed a writ of execution.

Article (14)

A mortgage of Real Property will be terminated, and the relevant entries will be removed from the Register, upon expiry of the lease of the land plot on which the Real Property is constructed. A mortgage may be terminated prior to the expiry of the lease by agreement of the contracting parties or pursuant to a definitive judgement issued by the competent court.

Article (15)

The Registrar must review the application for termination of mortgage and verify that the termination is permitted under the submitted documents and information and is not prohibited under the provisions of the mortgage deed or the applicable legislation. Where the Registrar verifies the same, the mortgage will be terminated and the termination will be recorded in the Register together with the reasons and date of the same; and will be signed by the Registrar.

Article (16)

Where the mortgagor defaults on repayment of his debt, or else based on any other ground stipulated in the mortgage deed or law provisions, the mortgagee will be entitled to enforce his debt against the mortgaged Real Property by submitting the mortgage deed to the execution judge and initiating the sale procedures stipulated in Federal Law No. (11) of 1992 Issuing the Civil Procedure Law.

Article (17)

Where the Real Property is sold in enforcement of a mortgage deed, the purchaser may personally use the Real Property or lease it out for the remaining duration of the lease agreement concluded between JAFZA and the lessee (mortgagor) in accordance with the conditions and provisions stipulated in the laws and regulations of JAFZA.

Article (18)

The following fees will be collected from the mortgagor:

1. Mortgage Registration Fee: 0.12% of the debt amount.
2. Mortgage Amendment Fee: 0.12% of the debt amount.
3. Mortgage Termination Fee: Five hundred dirhams (AED 500.00).

Article (19)

Subject to the provisions of this Law, mortgage deeds recorded in the Register will be governed by the provisions of Federal Law No. (5) of 1985 Issuing the Civil Code applicable to mortgage and **Musataha** (right to use and exploit land belonging to another person).

Article (20)

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

Maktoum bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 15 January 2002
Corresponding to 2 Thu al-Qidah 1422 A.H.

Law No. (13) of 2008 Regulating the Interim Property Register in the Emirate of Dubai⁽¹⁾

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 of Real Estate Development in the Emirate of Dubai;

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

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

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

Do hereby issue this Law:

Article (1)

This Law will be cited as “Law No. (13) of 2008 Regulating the Interim Property Register in the Emirate of Dubai”.

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 334 of 31/08/2008.

Article (2)⁽¹⁾

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

Emirate: The Emirate of Dubai.

Department: The Land Department.

Property Register: The property register maintained by the Department.

Interim Property Register: The documents maintained by the Department in written or electronic format in an electronic record in which sale contracts, Off-plan Sales, and other off-plan legal dispositions of real property are registered prior to inclusion in the Property Register.

Real Property: The land and the fixed structures constructed on it which may not be moved without damage or alteration of its structure.

Real Property Unit: Any designated part of Real Property including any part designated as off-plan.

Off-plan Sale: The sale of designated Real Property Units off-plan or of those which are unfinished.

Master Developer: Any person licensed to conduct the real estate development business and the sale of Real Property Units to third parties in the Emirate.

Sub-developer: Any person licensed to conduct real estate development business and in the sale of Units to third parties and who undertakes part of the real estate development project of a Master Developer in accordance with a mutual agreement.

Real Estate Broker: Any person who undertakes the real estate brokering

(1) Article (2) was replaced by Law No. (9) of 2009 - published in the Official Gazette of the Emirate of Dubai - No. 340 of 15/04/2009.

business in accordance with Bylaw No. (85) of 2006 Regulating the Real Estate Brokers Register in the Emirate of Dubai.

Competent Entities: The entities authorised to license or register real estate development projects in the Emirate.

Article (3)

1. Any disposition that occurs in respect of any Real Property Unit sold off-plan will be entered in the Interim Property Register, and any sale or any other legal disposition that transfers or restricts ownership or any ancillary rights will be void unless entered in that Register.
2. Any developer, who disposed of a Real Property Unit by way of sale or any other disposition that transferred or encumbered a Real Property Unit before this Law came into force, must apply to the Department to enter such disposition or encumbrance in the Property Register or in the Interim Property Register, as the case may be, within a maximum of sixty (60) days from the date on which this Law comes into force.

Article (4)

No Master Developer or Sub-developer may commence a project or dispose of its Real Property Units by way of Off-plan Sale before taking possession of the land on which the project will be implemented and obtaining the required approvals from the Competent Entities in the Emirate.

In all events, the Department must designate the entry of the Real Property as “under development”.

Article (5)

The application to enter a Real Property Unit in the Interim Property Register must be submitted on the form prepared for such purpose provided that all required information and documents are provided in accordance with the rules and procedure adopted by the Department.

Article (6)

Real Property Units sold off-plan and entered in the Interim Property Register maintained by the Department 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 on the sale, resale, or on any other legal disposition of the Real Property Units which are completed or sold off-plan except those administrative costs which are approved by the Department to be received by the Master Developer or Sub-developer from third parties.

Article (8)

Developers must enter completed projects in the Property Register maintained by the Department once they receive the completion certificate from the Competent Entities. This includes entering sold Units in the name of purchasers who fulfilled their contractual obligations in accordance with the procedure adopted by the Department.

For the purposes of this Article, the Department may, either upon the request of the purchaser or upon its own initiative, register in the Property Register in the name of the purchaser a Real Property Unit entered in

the Interim Property Register which was sold off-plan, provided that the purchaser fulfilled all his contractual obligations.

Article (9)

If a developer wishes to market his project through a Real Estate Broker, the developer must contract with a certified Real Estate Broker in accordance with the terms and conditions stipulated by Bylaw No. (85) of 2006 Regulating the Real Estate Brokers Register in the Emirate of Dubai. The developer must also register that contract with the Department.

Article (10)

No developer or Real Estate Broker may enter into a private sale contract to dispose of Real Property or Real Property Units by way of Off-plan Sale in projects which are not approved by the Competent Entities. Any contract which is entered into prior to obtaining such approval will be null and void.

Article (11)⁽¹⁾

- 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 will apply:
 1. The Developer must notify the DLD of the purchaser's non-performance of his contractual obligations. This notification must

(1) Article (11) was replaced by Law No. (19) of 2020 - published in the Official Gazette of the Emirate of Dubai - No. 495 of 13/12/2020. (Noting that the article was replaced twice previously: the first by Law No. (9) of 2009, and the second by Law No. (19) of 2017. An explanatory memorandum was issued for this amendment, published in Issue No. 438 of 2018).

be submitted on the form prescribed by the DLD for this purpose and must include the 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 verification 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 a 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 will 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 project 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 of the Real Property project, 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 project 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 value of the agreement 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 concluded with the purchaser, 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. In this case, the Developer must refund the amounts owed to the purchaser within one

- (1) year from the termination of the Off-plan Sale agreement or within sixty (60) days from the date of resale of the Real Property Unit to another purchaser, whichever occurs earlier.
- b) Where the percentage of completion of the Real Property project is between sixty percent (60%) and eighty percent (80%), the Developer may unilaterally terminate the Off-plan Sale agreement concluded with the purchaser, 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. In this case, the Developer must refund the amounts owed to the purchaser within one (1) year from the termination of the Off-plan Sale agreement or within sixty (60) days from the date of resale of the Real Property 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 project is less than sixty percent (60%), the Developer may unilaterally terminate the Off-plan Sale agreement concluded with the purchaser, 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. In this case, the Developer must refund

the amounts owed 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 Real Property Unit to another purchaser, whichever occurs earlier.

- b. b. 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, or where the Real Property project is cancelled pursuant to a final 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 will 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 will apply to all Off-plan Sale agreements concluded prior to or after the effective date of this Law.
- e. All measures, decisions, and dispositions undertaken prior to the effective date of this Law are deemed valid and enforceable and are not subject to any form of appeal, provided that they are made in accordance with the rules and procedures stipulated in the legislation in force at the time of undertaking the same. This applies to the termination of Off-plan Sale agreements after the effective date of the above-mentioned Law No. (13) of 2008, except where that termination is revoked by a definitive judgement rendered by a competent court prior to the effective date hereof.

- f. The rules and procedures stipulated in this Article are considered part of public order, and failure to comply therewith will result in nullity of the legal act in question.
- g. The rules and procedures stipulated in this Article will not preclude the purchaser from having recourse to courts or arbitration.

Article (12)

The area of a sold Real Property Unit will be deemed to be correct. However, if any increase in the area of the Real Property Unit takes place after delivery of the Unit, the developer may not claim any increase in price in consideration for such increase. However, if a decrease in the area occurs, then the developer must compensate the purchaser for such decrease unless such decrease is inconsequential, in which case the developer is not liable for compensating the purchaser for such decrease.

Article (13)

If the Department proves that a developer or a Real Estate Broker has committed any act or omission in breach of the provisions of this Law or any other applicable legislation, the Director General of the Department must prepare the relevant report and refer the matter to the competent entities for investigation.

Article (14)

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

Article (15)

This Law will be published in the Official Gazette and will 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.

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⁽¹⁾

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:

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 347 of 15/04/2010.

Article (1)

The words and expressions mentioned in this Resolution will 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 will 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 receives the demarcation certificate;
2. he has actual control of the land on which the project is to be constructed; and
3. he obtains 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 will 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 will 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 otherwise agreed, 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 will 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 will be null and void.

Article (13)

1. As of the effective date of this Resolution, the net area of a Real Property Unit will be adopted for the purposes of registration on the Real Property Register. This area will be calculated as determined by the DLD in this regard.
2. Unless otherwise agreed, any area in excess of the net area of the sold

Real Property Unit will 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 will 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, will 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 will 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 will 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 will 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 will 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 will 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 will 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 will 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, decide 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 will 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 will 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.

Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai⁽¹⁾

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. (11) of 1992 Issuing the Civil Procedure Law 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:

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 311 of 01/04/2006.

Chapter One Title and Definitions

Article (1)

This Law will 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, will 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.

Department: The Land Department.

Chairman: The chairman of the Department.

Director General: The director general of the Department.

Real Property: Anything which is fixed and cannot be moved without damage or alteration of its structure.

Real Property Rights: Any principal or collateral rights in rem.

Property Register: The documents kept in written or electronic format in an electronic record maintained by the Department in which the description and location of each real property and the rights related thereto are stated.

Real Property Unit: Any land plot in a single Real Property Area, including

any buildings, anything growing on or attached to it, without any part of the land plot being separated by any public or private property and without any part of the land plot being subject to rights or encumbrances other than those rights and encumbrances which apply to the whole.

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

Person: Any natural or legal person.

Chapter Two

Scope of Application and Right of

Ownership

Article (3)

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

Article (4)

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

- a. Freehold ownership of Real Property without time restrictions; and
- b. Usufruct or leasehold over Real Property for a period not exceeding ninety-nine (99) years.

Chapter Three

General Provisions

Article (5)

Originals of documents and court rulings in accordance with which Real Property registration is made will be kept with the Department and may not be removed from its premises. Pursuant to the provisions of this Law, interested parties, judicial authorities, or experts and competent committees delegated by judicial authorities may have access to the documents kept on record and obtain an attested copy thereof.

Chapter Four

Functions of the Department

Article (6)

The Department will be the only entity authorised to register Real Property Rights and long-term leasehold contracts provided for in Article (4) of this Law. For such purpose, the Department will:

1. determine areas to be surveyed or re-surveyed and certify maps drawn for them;
2. prescribe rules relating to surveying and inspection and issue maps of Real Property Units;
3. prepare contract templates relating to Real Property transactions;
4. prescribe rules for organising, archiving, and destroying documents;
5. prescribe rules for the use of computers for storing and recording of data;
6. prescribe rules for regulating and keeping the real estate brokers register;
7. prescribe rules on valuing Real Property;
8. prescribe rules for voluntary auction sale of Real Property and supervise such sales;
9. determine fees payable for services provided by the Department; and
10. establish branches of the Department as the Director General deems appropriate.

Chapter Five

The Property Register

Article (7)

A Property Register will be maintained in the Department to record all Real Property Rights and any amendments thereto. This Property Register will have absolute evidentiary value against all parties and the validity of its data may not be impugned unless it is proven to be the result of fraud or forgery.

Article (8)

Subject to the provisions of Article (7) of this Law, all electronically recorded Real Property documents and reports will have the same evidentiary value as the originals of such documents and reports.

Chapter Six

Registration

Article (9)⁽¹⁾

- 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 will 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 ineffectiveness 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

Article (10)

If an obligor is in breach of his undertaking to transfer any Real Property Right, his liability will be limited to his obligation to pay an indemnity for this breach, regardless of whether or not an obligation to pay such an indemnity is stated in the undertaking.

(1) Article (9) was replaced by Law No. (7) of 2019 - published in the Official Gazette of the Emirate of Dubai - No. 461 of 24/09/2019.

Article (11)

If the estate of a deceased contains Real Property Rights, a certificate of inheritance will be registered in the Property Register, and disposal by any heir of any such rights will not be effective or recognised against third parties unless also registered in the Property Register.

Article (12)

The Department may, in accordance with procedures determined under a resolution of the Chairman of the Department, consider applications for registration submitted by Persons in possession of land that is not registered in their names in order to adjust the status of such land.

Chapter Seven

Variation or Correction of Property Register Data

Article (13)

The Department may, upon the application of an interested party, or on its own initiative, after giving notification to concerned parties, correct manifest material errors in the records of the Property Register.

Article (14)

In coordination with competent entities, the Department will update the data of Real Property Units and of everything thereon such as buildings, plants or otherwise.

Chapter Eight

Maps

Article (15)

1. Registration of Real Property Units and Real Property Areas will be based upon the following maps:
 - a. topographic master map;
 - b. map of the Real Property Unit; and
 - c. map of the Real Property Area.
2. Each Real Property Area will have its own separate map indicating the Real Property Units located on it and their numbers.
3. Each Real Property Unit will have its own separate map indicating its site, boundaries, measurements, area, features, constructions situated on it, and the numbers given to its adjacent Units.

Chapter Nine

Dividing and Merging

Article (16)

If a dominant Real Property Unit is divided, any existing easement right will continue for each resulting part, provided that this division does not increase the burden on the servient Real Property Unit. However, if the easement is only beneficial to some of the resulting parts, the owner of the servient Real Property Unit may apply to the Department to terminate the easement rights in respect of the other parts.

Article (17)

If a servient Real Property Unit is divided, any existing easement rights will continue for each resulting part. However, if the easement right is not used over some parts, or if it is not possible to use it over some parts, the owner of each part thereof may apply to the Department, in accordance with the provisions of this Law, to extinguish the easement right in respect of his part.

Article (18)

Easements cease to exist upon the acquisition of the dominant and servient Real Property Units by the same owner.

Article (19)

If a Real Property Unit encumbered by a collateral right in rem is divided into two or more Real Property Units, each resulting new Real Property Unit will be encumbered by the entire right. The new owners may agree

with the beneficiary of the collateral right in rem on division of such right in such a manner that each new Real Property Unit be encumbered by only part of such right as may be specified by mutual consent.

Article (20)

Where two (2) Real Property Units merge and one of them is encumbered by a collateral right in rem while the other is not, the collateral right will extend to cover the entire new Real Property Unit without approval of the merger by the beneficiary of the collateral right in rem. However, where each of the two (2) Real Property Units is encumbered by an independent collateral right in rem, the merger must be approved by beneficiaries of such rights.

Article (21)

Any variation in the Real Property Unit by way of division or merger will be registered in the Property Register.

Chapter Ten

Title Deeds

Article (22)

The Department will issue title deeds relating to Real Property Rights based on the data recorded in the Property Register.

Article (23)

Without prejudice to the provisions of any other law, apartment buildings and multi-storey buildings will be treated as a single Real Property Unit and will have one record in the Property Register to be supplemented by records stating the names of the owners of the apartments, floors, and common areas.

Article (24)

1. Title deeds mentioned in Article (22) of this Law will have absolute evidentiary value in verifying Real Property Rights.
2. Any conditions, undertakings, or restrictions concerning Real Property Rights and other obligations, will be stated in the record of the Real Property Unit.

Chapter Eleven

Final Provisions

Article (25)

Provisions of Federal Law No. (5) of 1985 Issuing the Civil Code and its amendments will apply to all matters not provided for in this Law.

Article (26)

1. Any agreement or disposition in breach of the provisions of this Law will be null and void. Likewise, any agreement or disposition made with the intention of circumventing the provisions of this Law will be deemed null and void.
2. The invalidity of such an agreement or disposition may be invoked before the court by any interested party, the Department, the Public Prosecution, or otherwise ordered by the court on its own initiative.

Article (27)

The Decree dated 6 November 1977 Concerning Civil and Criminal Cases in Respect of Transactions Relating to Disposal of Land in the Emirate of Dubai will be repealed.

Article (28)

The Chairman will issue all regulations, decisions, orders, and instructions required for the implementation of the provisions of this Law.

Article (29)

This Law will be published in the Official Gazette and will 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.

Administrative Resolution No. (134) of 2013

We, Mohammed bin Khalifa Al Maktoum,

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

Do hereby issue this Resolution.

1. Under the provisions of Law No. (7) of 2006 Concerning Real Property Registration in the Emirate of Dubai, a long-term leasehold refers to any lease contract of no less than ten (10) years and no more than ninety-nine (99) years.
2. A long-term lease contract will be registered in the Real Property Register maintained by the DLD upon payment of the relevant prescribed Fee.
3. A Lease Contract of less than ten (10) years will be deemed a regular contract and the relationship between the Landlord and Tenant will be governed by Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai and its amendments.
4. A regular Lease Contract will be registered with the Real Estate Regulatory Agency upon payment of the relevant prescribed Fee.

This Resolution is issued in Dubai on Wednesday, 2 April 2014, and comes into force on the day on which it is issued.

Mohammed bin Khalifa Al Maktoum
Chairman of the department

Law No. (26) of 2007

Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai⁽¹⁾

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 in Civil and Commercial Transactions;

Decree No. (2) of 1993 Establishing a Special Tribunal for the Settlement of 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 will be cited as “Law No. (26) of 2007 Regulating the Relationship between Landlords and Tenants in the Emirate of Dubai”.

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 326 of 31/12/2007.

Definitions and Scope of Application

Article (2)⁽¹⁾

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

Emirate: The Emirate of Dubai.

Tribunal: The Special Tribunal for the Settlement of Disputes between Landlords and Tenants.

RERA: The Real Estate Regulatory Agency.

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

Tenancy Contract: A contract by virtue of which the Landlord is bound to allow the Tenant use of the 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 also includes a person to whom ownership of the Real Property is transferred during the term of a Tenancy Contract, an agent or legal representative of the Landlord, or a Tenant who is permitted by the Landlord to sub-let the Real Property.

Tenant: A natural or legal person who is entitled use of the Real Property by virtue of a Tenancy Contract, or any person to whom the tenancy is legally transferred from the Tenant.

Sub-Tenant: A natural or legal person who is entitled use of the Real Property or any part thereof by virtue of a Tenancy Contract entered into with the Tenant.

(1) Article (2) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009.

Rent: The specified consideration which the Tenant must be bound to pay by virtue of the Tenancy Contract.

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

Article (3)⁽¹⁾

The provisions of this Law will apply to lands and Real Property leased out in the Emirate excluding Real Property provided free of Rent by natural or legal persons to accommodate their employees.

Lease Contract

Article (4)⁽²⁾

1. The contractual relationship between Landlord and Tenant will be regulated by a Tenancy Contract detailing, in a manner allowing no room for uncertainty, a description of the leased Real Property, the purpose of the tenancy, the term of the Tenancy Contract, the Rent and payment method, and the name of the owner of the Real Property, if the Landlord is not the owner.
2. All Tenancy Contracts or any amendments to such Tenancy Contracts related to Real Property which are subject to the provisions of this Law will be registered with RERA.

(1) Article (3) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

(2) Article (4) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

Term of Lease Contract

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 the term, the Lease Contract will be deemed valid for the period specified 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 will be renewed for the same term or for a term of one year, whichever is shorter, and under the same terms as 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 sub-lease contract entered into between the Tenant and Sub-tenant will expire upon the expiry of the term of the Lease Contract entered into between the Landlord and Tenant, unless the Landlord expressly agrees to extend the term of the sub-lease contract.

The Rent

Article (9)⁽¹⁾

1. The Landlord and Tenant must specify the Rent in the Tenancy Contract. Should the parties omit or fail to specify the agreed Rent, the Rent must be the same as that of similar Real Property.
2. The Tribunal will determine the Rent of similar Real Property taking into account the criteria determining the percentage of Rent increase set by RERA, the overall economic situation in the Emirate, the condition of the Real Property, and the average Rent of similar Real Property in similar Real Property markets within the same area and in accordance with any applicable legislation in the Emirate concerning Real Property Rent, or any other factors which the Tribunal deems appropriate.

Article (10)

RERA will have the authority to establish criteria relating to percentages 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 will cover use of the Real Property amenities such as swimming pools, playgrounds, gymnasiums, health clubs, car parks, and other amenities.

(1) Article (9) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

Article (12)

The Tenant will pay the Landlord the Rent on the dates mutually agreed upon. Where there is no agreement or where it is impossible to verify the payment dates, the Rent must be annually paid in four (4) equal instalments to be paid in advance.

Article (13)⁽¹⁾

For the purposes of renewing the Tenancy Contract, the Landlord and Tenant may, prior to the expiry of the Tenancy Contract, amend any of the terms of the Tenancy Contract or review the Rent, whether increasing or decreasing it. Should the Landlord and Tenant fail to reach an agreement, then the Tribunal may determine the fair Rent, taking into account the criteria stipulated in Article (9) of this Law.

Article (14)⁽²⁾

Unless otherwise agreed by the parties, if either party to the Tenancy Contract wishes to amend any of its terms in accordance with Article (13) of this Law, that party must notify the other party of same no less than ninety (90) days prior to the date on which the Tenancy Contract expires.

(1) Article (13) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

(2) Article (14) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

Landlord's Obligations

Article (15)⁽¹⁾

The Landlord will be bound to hand over the Real Property in good condition, which allows the Tenant full use as stated in the Tenancy Contract. However, the parties may agree upon renting an unfinished Real Property provided that the Tenant agrees to complete the construction of the Real Property in a manner to render it suitable for use as intended. The identity of the party who will incur the costs of completing the construction will be determined in the Tenancy Contract.

Article (16)

Unless otherwise agreed by the parties, the Landlord will, during the term of the Lease Contract, be responsible for the Real Property' maintenance works and for repairing any defect or damage that may affect the Tenant's intended use of the Real Property.

Article (17)

The Landlord may not make to the Real Property or any of its amenities or annexes any changes that would preclude the Tenant from full use of the Real Property as intended. The Landlord will be responsible for such changes whether made by him or any other person authorised by the Landlord. Further, the Landlord will be responsible for any defect, damage, deficiency, and wear and tear occurring to the Real Property for reasons not attributable to the fault of the Tenant.

(1) Article (15) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

Article (18)

The Landlord must provide the Tenant with the approvals required to be submitted to the competent official entities in the Emirate whenever the Tenant wishes to carry out decoration works or any other works that require such approvals, provided that such works do not affect the structure of the Real Property and that the Tenant has the official documents requesting such approvals.

Tenant's Obligations

Article (19)

The Tenant must pay the Rent on due dates and maintain the Real Property in such a manner as an ordinary person would maintain his own property. Without prejudice to the Tenant's obligation to carry out the restorations that have been agreed upon or which are customary for Tenants to undertake, the Tenant may not make any changes or carry out any restoration or maintenance works to the Real Property unless so permitted by the Landlord and after obtaining required licences from the competent official entities.

Article (20)

When entering into a Lease Contract, the Landlord may obtain from the Tenant a security deposit to ensure maintenance of the Real Property upon the expiry of the Lease Contract, provided that the Landlord undertakes to refund such deposit or remainder thereof to the Tenant upon the expiry of the Lease Contract.

Article (21)

Upon the expiry of the term of the Lease Contract, the Tenant will 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 for damage due to reasons beyond the Tenant's control. In the event of dispute between the two parties, the matter must be referred to the Tribunal to issue an award in this regard.

Article (22)

Unless the Lease Contract states otherwise, the Tenant must pay all fees and taxes due to Government entities and departments for use of the Real Property as well as any fees or taxes prescribed for any sub-lease.

Article (23)

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

Article (24)

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

Eviction Cases

Article (25)⁽¹⁾

1. The Landlord may seek eviction of the Tenant from the Real Property prior to the expiry of the term of the Tenancy only in the following cases:
 - a. where the Tenant fails to pay the Rent or any part thereof within thirty (30) days after the date a Notice to pay is given to the Tenant by the Landlord unless otherwise agreed by the parties;
 - b. where the Tenant sub-lets the Real Property or any part thereof without obtaining the Landlord's approval in writing. In this case, the eviction will apply to both the Tenant and Sub-Tenant. However, the Sub-Tenant's right to claim a compensation from the Tenant will be preserved;
 - c. where the Tenant uses the Real Property or allows others to use it for any illegal purpose or for a purpose which breaches public order or morals;
 - d. where the Tenant of commercial Real Property leaves the Real Property unoccupied for no valid reason for thirty (30) consecutive days or ninety (90) non-consecutive days within the same year, unless agreed otherwise by both parties;
 - e. where the Tenant makes a change to the Real Property that renders it unsafe in a manner that makes it impossible to restore the Real Property to its original state, or damages the Real Property willfully or through gross negligence, by failing to exercise due diligence, or by allowing others to cause such damage;

(1) Article (25) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

- f. where the Tenant uses the Real Property for a purpose other than that for which the Real Property was leased, or uses the Real Property in a manner that violates planning, construction, and use-of-land regulations in force in the Emirate;
- g. where the Real Property is condemned, provided that the Landlord must prove this by a technical report issued by or attested to by Dubai Municipality;
- h. where the Tenant fails to observe any obligation imposed on him by this Law or any of the terms of the Tenancy Contract within thirty (30) days from the date a Notice to perform such obligation or term is served upon him by the Landlord; or
- i. where competent Government entities requires demolition or reconstruction of the Real Property as per urban development requirements in the Emirate.

For the purposes of paragraph (1) of this Article, the Landlord will give Notice to the Tenant through a Notary Public or registered post.

2. Upon expiry of the Tenancy Contract the Landlord may request eviction of the Tenant from the Real Property only in any of the following cases:
 - a. where the owner of the Real Property wishes to demolish the Real Property to reconstruct it, or to add any new constructions that will prevent the Tenant from using the Real Property, provided that the required permits are obtained from the competent entities;
 - b. where the Real Property is in a condition that requires restoration or comprehensive maintenance that cannot be carried out in the presence of the Tenant in the Real Property, provided that the condition of the Real Property is verified by a technical report issued by or attested to by Dubai Municipality;

- c. where the owner of the Real Property wishes to take possession of it for his personal use or for use by any of his first-degree relatives, provided that the owner proves that he does not own another Real Property appropriate for such purpose; or
- d. d) where the owner of the Real Property wishes to sell the leased Real Property.

For the purposes of paragraph (2) of this Article, the Landlord must notify the Tenant of the eviction reasons twelve (12) months prior to the date set for eviction, provided that this notice is given through a Notary Public or registered post.

Article (26)⁽¹⁾

If the Tribunal awards the Landlord possession of the Real Property for his personal use or for use by any of his first-degree relatives in accordance with sub-paragraph (c) of paragraph (2) 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 from the date of possession of the Real Property by the Landlord in case of residential Real Property and three (3) years in case of non-residential Real Property, unless the Tribunal, in its discretion, sets a shorter period. Otherwise, the Tenant may request the Tribunal to award him a fair compensation.

(1) Article (26) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

General Provisions

Article (27)

The Lease Contract does not expire upon the death of the Landlord or the Tenant. The contractual relationship continues with the heirs, unless the heirs of the Tenant wish to terminate such relationship, provided that termination comes into effect no less than thirty (30) days from the date of notifying the Landlord of such intent or the expiry date of the Lease Contract, whichever comes first.

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 by virtue of the Lease Contract entered into with the previous owner, provided that such Lease Contract has a fixed term.

Article (29)⁽¹⁾

1. The Tenant has the right of first refusal to rent the Real Property after it has been demolished and reconstructed or renovated and refurbished by the Landlord, provided that the Rent is 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 the Tenant is notified by the Landlord.

(1) Article (29) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

Article (30)

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

Article (31)

Filing a claim to evict the Tenant does not exempt the Tenant from paying the Rent for the whole period during which the claim is considered, and until an award is rendered and executed.

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 out 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 such rights and legal position until the arbitration award is rendered.

Final Provisions

Article (33)

Where a dispute arises and the Landlord and Tenant have not agreed on the arbitrators or if one or more of the agreed on arbitrators refrains from doing the work, resigns, is removed, or disqualified, or if an issue arises preventing the arbitrator from doing his work, and there was no agreement between

the parties in this regard, the Tribunal, upon the request of either party, will 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 in his use of the Real Property in any manner. If this happens, the Tenant may have recourse to the police station under whose jurisdiction the Real Property falls to seek a remedy for the violation or to file a police report regarding the violation. He also may have recourse to the Tribunal by filing a claim for damages for any loss he may have suffered, supported by official reports that support the existence of such violation.

Article (35)

The awards relating to vacating the Real Property will be executed through the Tribunal and pursuant to the rules and procedures issued in this respect. Apart from such awards, other awards issued by the Tribunal will be executed by the Execution Section of Dubai Courts.

Article (36)⁽¹⁾

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

(1) Article (36) was replaced by Law No. (33) of 2008 - published in the Official Gazette of the Emirate of Dubai - No. 338 of 01/02/2009. - <https://legaladviceme.com/legislation>

Article (37)

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

Decree No. (22) of 2022

Approving the Grant of Privileges to Real Estate Investment Funds in the Emirate of Dubai⁽¹⁾

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. (4) of 2000 Establishing the Emirates Securities and Commodities Authority and Market and its amendments;

Federal Law by Decree No. (32) of 2021 Concerning Commercial Companies;

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 and its amendments;

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

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

Law No. (1) of 2016 Concerning the Financial Regulations of the Government of Dubai and its Implementing Bylaw;

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

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

Law No. (5) of 2021 Concerning the Dubai International Financial Centre;

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 576 of 22/07/2022.

Decree No. (22) of 2009 Concerning Special Development Zones 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;
Regulation No. (3) of 2006 Determining Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai and its amendments;
Executive Council Resolution No. (30) of 2013 Approving the Fees of the Land Department;
Executive Council Resolution No. (37) of 2015 Regulating the Real Property Valuation Profession in the Emirate of Dubai; and
The legislation establishing and regulating free zones in the Emirate of Dubai,
Do hereby issue this Decree:

Definitions Article (1)

The following words and expressions, wherever mentioned in this Decree, will 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.

Director General: The director general of the DLD.

Competent Entity: The authority in charge of licensing and regulating Funds in accordance with the legislation applicable by it. This includes the Securities and Commodities Authority and the Dubai Financial Services

Authority of the Dubai International Financial Centre.

Committee: The Real Estate Investment Funds Committee formed pursuant to this Decree.

Fund: A fund licensed by the Competent Entity to conduct the Activity of investing in Real Property assets in the Emirate.

Real Property: Anything which is fixed and cannot be moved without damage or alteration of its structure. For the purposes of this Decree, this does not include vacant land.

Real Property Register: The Real Property register regulated pursuant to the above-mentioned Law No. (7) of 2006.

Register: The electronic record maintained by the DLD for registering Funds, and enabling them to avail of the privileges prescribed under this Decree.

Areas for Ownership by Non-UAE Nationals of Real Property: The areas designated by the Ruler in which non-UAE nationals may acquire freehold ownership rights over Real Property without time restriction, or usufruct or lease rights for up to ninety-nine (99) years.

Scope of Application Article (2)

This Decree applies to:

1. all Funds which are regulated by a Competent Entity and licensed by it to operate in the Emirate, including in Special Development Zones and free zones, such as the Dubai International Financial Centre; and
2. all Real Property in the Emirate, including those in Special Development Zones and free zones, but excluding those existing within the Dubai International Financial Centre.

Objectives of the Decree

Article (3)

This Decree aims to:

1. promote the Emirate as a global Real Property investment destination;
2. award incentive privileges to encourage Funds to invest in various Real Property projects in the Emirate;
3. attract international real estate investment funds to conduct their investment activities in the Real Property sector of the Emirate; and
4. increase investments in the Real Property market in the Emirate by achieving long-term capital returns for the shareholders of Funds.

Register

Article (4)

- a. A register known as the “**Real Estate Investment Funds Register**” will be maintained by the DLD for registering the Funds which meet the registration requirements, and which are eligible for availing of the privileges prescribed under this Decree.
- b. The Director General will determine, pursuant to a resolution he issues in this respect, the form of the Register and the information that must be entered in it.

Requirements and Procedures for Registration on the

Register

Article (5)

- a. The registration of a Fund in the Register is subject to the following requirements:
 1. The Fund must be licensed by the Competent Entity, and its licence must be valid.

2. The value of the Real Property assets owned by the Fund at the time of submitting the application for registration on the Register must not be less than one hundred and eighty million dirhams (AED 180,000,000.00).
 3. At the time of submitting the application for registration on the Register, the Fund must not be suspended from trading its shares in the financial markets in the Emirate.
 4. A fee of ten thousand dirhams (AED 10,000.00) for registration on the Register must be paid to the DED.
- b. The DLD will, in coordination with the concerned entities, regularly verify that all the requirements stipulated in paragraph (a) of this Article, including those related to the value of the Real Property assets owned by the Fund, continue to be met throughout the validity of registration of the Fund on the Register, as evidenced by the annual financial reports audited by an external auditor and submitted to the Competent Entity.
 - c. The procedures for registration on the Register and the relevant documents that must be provided to the DLD will be determined pursuant to the relevant resolution issued by the Director General for this purpose.

Striking Funds off the Register

Article (6)

- a. A Fund will be struck off the Register in any of the following cases:
 1. where it ceases to meet any of the requirements stipulated in subparagraphs (a)(1), (a)(2), or (a)(3) of Article (5) hereof;
 2. where it is declared bankrupt pursuant to a definitive court judgment;

3. where it is dissolved and its assets are liquidated; or
 4. where its activities are restricted pursuant to a definitive court judgment.
- b. Striking a Fund off the Register will result in suspension of all the privileges granted to it under this Decree. However, the enjoyment of all privileges by the Fund prior to the date of striking it off the Register will be deemed valid and legally effective.

Period of Enjoyment of Privileges Article (7)

A Fund will enjoy the privileges granted pursuant to this Decree as of the date on which it is registered on the Register. The enjoyment of these privileges will continue throughout the validity of the Fund registration.

Privileges Related to Ownership, Usufruct, and Lease Rights Article (8)

- a. A Fund registered on the Register may acquire ownership rights over Real Property existing in the Areas for Ownership by Non-UAE Nationals of Real Property.
- b. A Fund registered on the Register may acquire freehold ownership rights, without time restriction, or usufruct and lease rights for up to ninety-nine (99) years, in Real Property existing outside of the Areas for Ownership by Non-UAE Nationals of Real Property, as designated by the Committee formed pursuant to Article (9) hereof.

Committee Article (9)

- a. Pursuant to this Decree, a committee named the “**Real Estate Investment Funds Committee**” is formed. The Committee will be responsible for determining the areas and Real Property, existing outside of the areas designated for ownership by non-UAE nationals, in which non-UAE nationals may acquire freehold ownership rights without time restriction, or usufruct or lease rights for up to ninety-nine (99) years.
- b. The Committee chairman and members will be appointed, and its terms of reference determined, pursuant to the relevant resolution issued by the Chairman of the Executive Council.
- c. In determining the aforementioned areas or Real Property existing outside of the Areas for Ownership by Non-UAE Nationals of Real Property, the Committee must verify that:
 1. the market value of the Real Property to be owned is not less than fifty million dirhams (AED 50,000,000.0);
 2. the Real Property to be owned generates a return on investment, as per the relevant criteria prescribed by the DLD;
 3. the provisions of the above-mentioned Decree No. (4) of 2010 are complied with, in case of granted Real Property; and
 4. any other requirements prescribed pursuant to the relevant resolutions of the Director General are met.
- d. A Fund may not assign the ownership of any Real Property existing within the areas determined by the Committee without first obtaining its approval. Any assignment of ownership made in contravention of this Article will be deemed null and void.

Privileges Related to the Fees Prescribed for Real Property Dispositions

Article (10)

- a. Notwithstanding the provisions of any other legislation, the following rules will apply to the fees prescribed for the registration of Real Property Dispositions undertaken by a Fund:
 1. In case of the purchase of Real Property by the Fund, and registration of the same under its name, the DLD will collect a fee of two percent (2%) of the market value of the Real Property. Unless otherwise agreed, this fee will be paid in equal shares by the seller and the purchaser.
 2. In case of the sale of Real Property owned by the Fund as part of its Real Property portfolio to another party, and registration of the same in the name of that party, the DLD will collect a fee of four percent (4%) of the market value of the Real Property. Unless otherwise agreed, this fee will be paid in equal shares by the seller and the purchaser.
 3. In case of registration by the Fund of a usufruct or long-term lease right regulated by the above-mentioned Law No. (7) of 2006, the DLD will collect a fee of two percent (2%) of the market value of the Real Property. Unless otherwise agreed, this fee will be paid in equal shares by the owner or landlord, and the tenant or holder of the usufruct right, as the case may be.
 4. In case of assignment by the Fund of a usufruct or long-term lease right regulated by the above-mentioned Law No. (7) of 2006, the DLD will collect a fee of four percent (4%) of the market value of the Real Property. Unless otherwise agreed, this fee will be paid

in equal shares by the Fund, and the new tenant or holder of the usufruct right, as the case may be.

- b. The fees prescribed by paragraph (a) of this Article will be collected if the subject of the Real Property disposition is related to any of the Real Property of the Fund, rather than to the dispositions by shareholders of their Real Property shares in the Fund.

Additional Privileges

Article (11)

The Chairman of the Executive Council will be authorised, upon the recommendation of the DLD, to modify any of the privileges granted to Funds under this Decree, or to add new privileges to the same.

Privileges to be Enjoyed by Funds Operating within the Dubai International Financial Centre

Article (12)

The President of the Dubai International Financial Centre is hereby authorised to prescribe the privileges to be enjoyed by the Funds operating within the centre, and the conditions and procedures for availing of these privileges.

Registration of Real Property of Funds

Article (13)

- a. Notwithstanding the provisions of any other legislation, where the Fund is under incorporation within the jurisdiction of a Competent Entity, the founders of the Fund may provide any Real Property they own as an in-kind contribution to the Fund's share capital and register

that property on the Real Property Register. In this case, the DLD must create an entry on the Real Property registry folio to denote that the Owner of the Real Property is a Fund which is under incorporation.

- b. Upon completion of the Fund's incorporation process and issuance by the Competent Entity of the licence required for conducting its activity, the DLD will amend the entry on the Real Property registry folio to denote that the Owner of the Real Property is the Fund.
- c. Upon completion of the process stated in paragraph (b) of this Article, the DLD will collect a fee of fifty thousand dirhams (AED 50,000.00) in return for transferring the ownership of each Real Property from a founder to the Fund; and will issue a title deed of that Real Property in the name of the Fund.

Valuation of In-kind Contributions

Article (14)

For the purpose of valuation of the Real Property assets of a Fund, the DLD will appoint a Valuer accredited by the Real Estate Regulatory Agency. The Valuer will conduct a Real Property Valuation of the Real Property assets of the Fund in accordance with the Valuation standards adopted by the DLD.

Payment of Fees

Article (15)

The fees collected pursuant to this Decree will be paid to the Public Treasury of the Government.

Issuing Implementing Resolutions

Article (16)

With the exception of the resolutions which the Chairman of the Executive Council is exclusively authorised to issue under this Decree, the Director General will issue the resolutions required for implementing the provisions of this Decree. These resolutions will be published in the Official Gazette.

Repeals

Article (17)

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

Publication and Commencement

Article (18)

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

Mohammed bin Rashid Al Maktoum

Ruler of Dubai

Issued in Dubai on 7 July 2022

Corresponding to 8 Thu al-Hijjah 1443 A.H.

Decree No. (23) of 2022

Regulating the Grant of Musataha Rights over Commercial Land in the Emirate of Dubai⁽¹⁾

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 by Decree No. (32) of 2021 Concerning Commercial Companies;

Law No. (3) of 1996 Concerning Government Claims 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 and its amendments;

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Developments 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 2008 Concerning Mortgage in the Emirate of Dubai;

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

Law No. (1) of 2016 Concerning the Financial Regulations of the Government of Dubai;

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

Law No. (5) of 2021 Concerning the Dubai International Financial Centre;

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 576 of 22/07/2022.

The Order of 1961 Establishing the Dubai Municipality;

Decree No. (31) of 2016 Concerning the Mortgage of Granted Land 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 its amendments; and Executive Council Resolution No. (30) of 2013 Approving the Fees of the Land Department,

Do hereby issue this Decree:

Definitions Article (1)

The following words and expressions, wherever mentioned in this Decree, will 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.

Government Entity: Any of the Government departments, public agencies or corporations, Government councils and authorities, or other public entities affiliated to the Government, including the authorities supervising Special Development Zones and free zones, such as the Dubai International Financial Centre.

DLD: The Land Department.

DM: The Dubai Municipality.

Director General: The director general of the DLD.

Musataha Right: A real right granted by an Owner of Commercial Land to another person to entitle him to use that land.

Owner: The Government, the Government Entity, or the company owned by the Government, or in which it holds shares, that owns the Commercial Land.

Holder of Musataha Right: A natural or legal person granted the Musataha Right over Commercial Land.

Commercial Land: A land plot which is designated for commercial or industrial use and which is owned by the Government, by a Government Entity, or by a company owned by the Government or in which it holds shares.

Real Property Unit: A demarcated part of Commercial Land, including any part demarcated on its plan.

Contract: A document signed by an Owner and the Holder of Musataha Right on the form prescribed by the DLD for this purpose, in which the rights and obligations of both parties are stated.

Register: A set of documents which are created or maintained in paper or electronic format by the DLD or the Dubai International Financial Centre, as the case may be; and in which Musataha Rights and the relevant Contracts and other legal dispositions made in respect of Commercial Land are recorded.

Completion Certificate: A certificate issued by the DM or the competent licensing authority confirming the completion of a Real Property Project.

Real Property Project: A project for developing Commercial Land which a Holder of Musataha Right wishes to develop in accordance with the plans adopted by the concerned entities in the Emirate, or any part of that land; constructing infrastructure and common facilities thereon; subdividing the land into several plots for the purpose of using them; and constructing residential, commercial, or mixed-use multi-storey buildings or compounds.

Scope of Application

Article (2)

The provisions of this Decree apply to the Commercial Land over which Owners may grant Musataha Right to others in accordance with the rules and requirements stipulated in this Decree.

Objectives of the Decree

Article (3)

This Decree aims to:

1. regulate the use of Commercial Land in the Emirate by granting Musataha Rights over the same;
2. control the use of Commercial Land that Owners wish to develop and on which they wish to construct Real Property Projects;
3. promote and encourage investment in the Real Property sector in the Emirate, with a view to maintaining the global position of the Emirate in the field of Real Property investment; and
4. provide promising investment opportunities and ensure good financial returns for investors in the Real Property sector.

Functions of the DLD

Article (4)

For the purposes of this Decree, the DLD will have the duties and powers to:

1. approve the conditions and rules for using Commercial Land through the exercise of Musataha Rights;
2. determine, in coordination with the concerned Government Entities, the Commercial Land over which Musataha Rights may be granted, and present the same to the Ruler or his authorised representative for approval;

3. establish the standards and rules that ensure optimum and proper use of the Commercial Land over which Musataha Rights are granted;
4. follow up and supervise, in coordination with the concerned Government Entities, the construction of Real Property Projects on Commercial Land in accordance with this Decree;
5. monitor and inspect, in coordination with the DM, the Commercial Land over which Musataha Rights are granted to ensure compliance by the Holders of Musataha Rights and parties to the relevant Contracts with the conditions, requirements, and provisions stipulated in this Decree, the resolutions issued in pursuance hereof, and other legislation in force in the Emirate; and take the necessary action in this respect;
6. without prejudice to the provisions of the above-mentioned Law No. (3) of 1996 and its amendments, consider and determine the grievances and complaints filed by any party to a Contract in respect of the failure of another party to fulfil his duties and obligations under the Contract or to comply with the provisions of this Decree and the resolutions issued in pursuance hereof, and those filed for any other reason whatsoever; and seek to amicably settle these grievances and complaints and make the necessary decisions in this respect, in accordance with the relevant procedures adopted by the DLD;
7. submit periodic reports to the Ruler or his authorised representative on the Commercial Land over which Musataha Rights are granted in accordance with this Decree; and
8. exercise any other duties or powers assigned to it by the Ruler or the Chairman of the Executive Council.

Creation of Musataha Rights

Article (5)

- a. A Musataha Right over Commercial Land is created pursuant to a Contract concluded by the Holder of Musataha Right with the Owner.
- b. The Holder of Musataha Right must enter his Musataha Right in the Register and must comply with the requirements and rules stipulated in this Decree, with the resolutions issued in pursuance hereof, and with the terms of the Contract concluded with him. Any disposition undertaken in breach of the provisions of this paragraph will be deemed void and have no legal effect.

Period of Holding Musataha Rights

Article (6)

- a. A Musataha Right may not be held for more than thirty-five (35) years. This period may be extended upon the approval of the Owner, provided that it may not exceed fifty (50) years in total.
- b. The period of holding a Musataha Right must be specified in the Contract. A Musataha Right whose period is not specified may not be entered in the Register. Any disposition undertaken in breach of the provisions of this Article will be void and have no legal effect.

Renewal of Musataha Rights

Article (7)

- a. A Musataha Right will come into effect as from the date of its entry in the Register and will remain valid throughout the period specified in the Contract unless the Contract itself expires or is terminated by its parties.

- b. Unless otherwise agreed by the parties, where the Holder of Musataha Right wishes to renew that right, he must submit a renewal application to the Owner at least two (2) years prior to expiry of the Musataha Right.

Obligations of Holders of Musataha Rights

Article (8)

A Holder of Musataha Right must:

1. comply with the legislation in force in the Emirate and the terms of the Contract;
2. use the Commercial Land only for the purpose specified in the Contract;
3. construct the structures and buildings on the Commercial Land subject of the Contract within the prescribed time frames;
4. obtain the Completion Certificate within five (5) years from the date of entry of the Musataha Right in the Register;
5. pay the fees prescribed for registration of the Contract under the above-mentioned Executive Council Resolution No. (30) of 2013;
6. not change the use of the Commercial Land subject of the Contract without first obtaining the approvals of the Owner and the concerned entities in the Emirate;
7. not dispose of the Musataha Right in any legal manner, except through mortgage, before the issuance of the Completion Certificate;
8. not perform any act that may cause harm to the Owner, or affect the use of the Commercial Land after the lapse of the Musataha Right; and
9. comply with any other obligations related to the achievement of the objectives of this Decree as determined by the DLD pursuant to the resolutions issued by the Director General in this respect.

Register

Article (9)

A special register will be created by the DLD in which all rights, Contracts, and dispositions related to Musataha Rights will be entered in accordance with the provisions of this Decree.

Mortgage of Musataha Rights

Article (10)

- a. A Holder of Musataha Right may mortgage his Musataha Right in accordance with the provisions of the above-mentioned Law No. (14) of 2008, provided that he obtains the relevant prior written approvals of the Owner and the DLD.
- b. The provisions of the above-mentioned Decree No. (31) of 2016 apply to the mortgage of Musataha Rights, to the extent that such application does not contradict the nature of Musataha Right.

Ownership of Buildings and Structures

Article (11)

- a. A Holder of Musataha Right will be the owner of the buildings and structures he constructs on the Commercial Land throughout the period of holding the Musataha Right, and this ownership will be limited to that period and to the purpose for which the buildings and structures are constructed. Without prejudice to the rights of the Owner, the Holder of Musataha Right may, subject to obtaining the Completion Certificate, dispose of the buildings and structures constructed on the Commercial Land in any legal manner.
- b. Notwithstanding the provisions of paragraph (a) of this Article and subparagraph (7) of Article (8) of this Decree, a Holder of Musataha Right

may dispose of any off-plan Real Property Unit before the issuance of Completion Certificate, in accordance with the provisions of the above-mentioned Law No. (13) of 2008, the legislation in force in the Emirate, and any relevant regulations and rules prescribed by the DLD.

- c. Unless otherwise agreed by the parties to the Contract, the ownership of the buildings and structures constructed on the Commercial Land will be transferred to the Owner upon the lapse of the Musataha Right.

Lapse of Musataha Rights Article (12)

- a. A Musataha Right will lapse in any of the following cases:
 - 1. if the period of holding the Musataha Right expires and is not renewed;
 - 2. where the parties to the Contract agree to terminate it before its expiry;
 - 3. if a definitive judgement terminating the Musataha Right is delivered by the competent court;
 - 4. where the Holder of Musataha Right becomes the Owner of the Commercial Land; or
 - 5. if the Holder of Musataha Right fails to obtain the Completion Certificate for three (3) consecutive years after expiry of the time limit stipulated in paragraph (c) of Article (14) of this Decree.
- b. A Musataha Right will not expire upon the removal of the buildings and structures constructed on the Commercial Land before expiry of the period of holding the Musataha Right. In case of such removal, the Holder of Musataha Right may use the Commercial Land for the remaining period of holding the Musataha Right in any legal manner.

Transferring Musataha Rights Article (13)

- a. Where a Holder of Musataha Right dies, the Musataha Right will be transferred to his legal heirs in accordance with the rules prescribed by the DLD in this respect.
- b. A Musataha Right may be bequeathed by a will.

Completion Certificate Article (14)

- a. The DM or the competent licensing authority will issue Completion Certificates for Real Property Projects upon their completion.
- b. The legal dispositions undertaken in respect of the buildings, structures, and Real Property Units constructed on Commercial Land will remain valid throughout the period of holding the Musataha Right. These dispositions will cease to be valid upon expiry of that period unless the parties to the Contract agree otherwise.
- c. Where the period of construction of a Real Property Project on the Commercial Land exceeds five (5) years from the entry of the Musataha Right in the Register and the Holder of Musataha Right is still unable to obtain the Completion Certificate due to non-completion of the Real Property Project, a fine of one percent (1%) of the market value of the Commercial Land will be imposed on the Holder of Musataha Right for each year beyond that time frame until the issuance of the Completion Certificate or lapse of the Musataha Right in accordance with the provisions of paragraph (5) of Article (12) hereof. The fine will be collected by the Owner or the DLD, as the case maybe, in accordance with the relevant rules and standards prescribed by the DLD.

- d. Where the delay in completing the Real Property Project is due to reasons beyond the control of the Holder of Musataha Right or due to an emergency or force majeure event, the Holder of Musataha Right will be exempt from payment of the fine referred to in paragraph (c) of this Article.
- e. For the purposes of calculating the amount of the fine referred to in paragraph (c) of this Article, a part of a year will be rounded up to a full year.

Acts of Disposition of the Companies Granted Musataha Rights Article (15)

A Holder of Musataha Right may not sell, mortgage, or assign the ownership of, or any shares in, the establishments or companies that are granted the Musataha Right without first obtaining the relevant approvals of the Owner and the DLD and coordinating with the competent commercial licensing authority. These approvals will be issued in accordance with the legislation in force in the Emirate, and the requirements and rules adopted by the DLD pursuant to the relevant resolution issued by the Director General.

Issuing Implementing Resolutions Article (16)

The Director General will issue the resolutions required for the implementation of this Decree. These resolutions will be published in the Official Gazette of the Government.

Repeals Article (17)

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

Publication and Commencement Article (18)

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

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

Issued in Dubai on 7 July 2022

Corresponding to 8 Thu al-Hijjah 1443 A.H.

Decree No. (33) of 2020 Concerning the Special Tribunal for Unfinished and Cancelled Real Property Projects in the Emirate of Dubai⁽¹⁾

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

After perusal of:

Federal Law No. (11) of 1992 Issuing the Civil Procedure Code, its Regulatory Bylaw, and their amendments;

Federal Law No. (6) of 2018 Concerning Arbitration;

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 and its amendments;

Law No. (8) of 2007 Concerning Escrow Accounts for Real Property Developments 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. (13) of 2016 Concerning the Judicial Authorities in the Emirate of Dubai;

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

Decree No. (21) of 2013 Forming a Special Tribunal for Liquidation of Cancelled Real Property Projects in the Emirate of Dubai and Settlement of Associated Rights;

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 496 of 15/12/2020.

Decree No. (12) of 2018 Forming the Supreme Committee for Unfinished Real Property Projects in the Emirate of Dubai; and
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,

Do hereby issue this Decree:

Definitions Article (1)

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

Emirate: The Emirate of Dubai.

Judicial Council: The Judicial Council of the Emirate.

DLD: The Land Department.

RERA: The Real Estate Regulatory Agency.

Tribunal: The Special Tribunal for Unfinished and Cancelled Real Property Projects in the Emirate of Dubai.

Unfinished Real Property Project: A Real Property project whose construction has commenced but was suspended for reasons attributable to the Real Property developer or purchaser, or for any other reason whatsoever.

Cancelled Real Property Project: A Real Property project that is cancelled based on any of the conditions warranting its cancellation pursuant to the legislation in force in the Emirate, or that has been referred to the Tribunal but has not yet been liquidated.

Applicability of this Decree to the Tribunal

Article (2)

- a. The provisions of this Decree apply to the “**Special Tribunal for Liquidation of Cancelled Real Property Projects**” in the Emirate of Dubai and Settlement of Associated Rights formed pursuant to the above-mentioned Decree No. (21) of 2013.
- b. The name “**Special Tribunal for Liquidation of Cancelled Real Property Projects in the Emirate of Dubai and Settlement of Associated Rights**” is hereby replaced by “**Special Tribunal for Unfinished and Cancelled Real Property Projects in the Emirate of Dubai**”, wherever mentioned in any local legislation in force in the Emirate.

Head Office of the Tribunal

Article (3)

The head office of the Tribunal will be located at the DLD. The Tribunal may establish other offices within the Emirate pursuant to a resolution of the Chairman of the Judicial Council.

Scope of Application

Article (4)

The provisions of this Decree apply to the Real Property projects located within the Emirate which are proven to be unfinished or in respect of which a cancellation decision is issued pursuant to the provisions of the above-mentioned Law No. (13) of 2008 and its Implementing Bylaw. However, this Decree does not apply to the Real Property projects located within the Dubai International Financial Centre boundaries.

Nomination of the Tribunal Chairman and Members

Article (5)

The Tribunal chairman and members will be nominated, and the terms of reference of the Tribunal and the procedures for holding its meetings and for passing its decisions and awards will be determined, pursuant to a resolution issued by the Chairman of the Judicial Council.

Jurisdiction of the Tribunal

Article (6)

- a. The Tribunal will have the jurisdiction to:⁽¹⁾
 1. consider and determine the claims, applications, and appeals that were being considered by the special tribunal formed pursuant to the above-mentioned Decree No. (21) of 2013 and that have not yet been determined by a definitive decision or award;
 2. consider and determine the claims, applications, and orders whose subject matter or cause is an Unfinished Real Property Project;
 3. consider and determine the claims, applications, and orders whose subject matter or cause is a Cancelled Real Property Project or the liquidation of a Cancelled Real Property Project;
 4. consider the Unfinished Real Property Projects referred to the Tribunal by RERA; and issue the decisions required for assigning the completion of any Unfinished Real Property Project to another developer;

(1) This is how it was originally stated, and we see its authenticity:»The Tribunal will have the jurisdiction to:»

5. consider and determine grievances filed by Real Property developers against RERA where a Real Property project is cancelled by RERA pursuant to the above-mentioned Law No. (13) of 2008 and its Implementing Bylaw;
6. determine the rights and obligations of the Real Property developers from whom Unfinished Real Property Projects are withdrawn and those who will complete these projects;
7. 7. liquidate the Real Property projects in respect of which a final cancellation decision is issued by RERA pursuant to the above-mentioned Law No. (13) of 2008 and its Implementing Bylaw and Resolution No. (12) of 2018; and settle the rights related to these projects after deduction of liquidation expenses;
8. determine the rights of investors and purchasers in Unfinished Real Property Projects;
9. determine all execution proceedings, grievances, and objections whose subject matter or cause is Unfinished Real Property Projects or Cancelled Real Property projects; and
10. perform any other duties required for enabling the Tribunal to protect and preserve the rights of all parties in Unfinished Real Property Projects and Cancelled Real Property Projects.

Powers of the Tribunal Article (7)

For the purpose of performing the duties assigned to it pursuant to Article (6) of this Decree, the Tribunal may:

1. consider and determine relevant ordinary and summary applications, by one or more members of the Tribunal assigned pursuant to a resolution of its chairman;

2. assign any of the Tribunal members to manage and prepare case files;
3. issue interim and preliminary orders and decisions, including those obliging any Person to perform or desist from a specific act;
4. propose mediation and conciliation between parties to disputes;
5. form sub-committees and determine their powers and duties;
6. appoint auditors, at the expense of the Real Property developer, to audit the financial position of the Cancelled Real Property Project and verify the amounts paid to the developer by purchasers, the amounts deposited in the Escrow Account of the project, and the amounts that have been expended;
7. issue orders to the Escrow Agent or Real Property developer of the project in respect of any matter related to liquidation of the Cancelled Real Property Project, including the refund of amounts deposited in the Escrow Account or paid to the developer; and
8. seek assistance from experts and specialists as it deems appropriate, including the Real Property experts and specialists of the DLD, RERA, and the Expertise and Disputes Settlement Department at His Highness the Ruler's Court.

Annulment and Ratification of Arbitration Awards Article (8)

- a. In addition to the functions vested in it under this Decree, the Tribunal will have the jurisdiction to:
 1. consider and determine applications for annulment and ratification of arbitration awards issued in respect of civil disputes that fall within the jurisdiction of the Tribunal, including the claims and applications filed with the Dubai International Financial Centre

- Courts which are related to Real Property projects located outside of the Dubai International Financial Centre boundaries; and
2. exercise the functions and powers assigned to the competent court of appeal under the above-mentioned Federal Law No. (6) of 2018;
 - b. The chairman of the Tribunal will have the same functions and powers vested in the president of the competent court of appeal under the above-mentioned Federal Law No. (6) of 2018.
 - c. The procedures, cases, and time frames applicable to ratifying and challenging the awards and decisions issued by the Tribunal in accordance with paragraphs (a) and (b) of this Article will be governed by the above-mentioned Federal Law No. (6) of 2018.

Duties and Powers of RERA

Article (9)

- a. For the purpose of enabling the Tribunal to perform its duties with respect to Unfinished Real Property Projects, RERA will submit a detailed report on each Unfinished Real Property Project, stating the following:
 1. the information and details of the Unfinished Real Property Project and its current situation;
 2. the solutions proposed for dealing with the Unfinished Real Property Project. This includes determining the Real Property developers who will complete the Unfinished Real Property Projects and verifying their ability to complete the projects;
 3. the actions taken by RERA in respect of the Unfinished Real Property Project; and

4. any other information or details requested by the Tribunal in relation to the Unfinished Real Property Project.
- b. Prior to completion of the liquidation process of Cancelled Real Property Projects by the Tribunal in accordance with this Decree, RERA may request the Tribunal to suspend the liquidation of these projects to reconsider them and determine whether they can be completed and whether their related disputes can be settled.
- c. RERA will submit to the Tribunal a detailed report on the Cancelled Real Property Projects whose liquidation is suspended pursuant to the provisions of paragraph (b) of this Article to enable the Tribunal to take the appropriate action and decisions in this respect.

Obligations of Courts and Judicial Entities

Article (10)

- a. All courts and judicial entities in the Emirate, including the Dubai International Financial Centre Courts, may not consider any applications, claims, or appeals that fall within the jurisdiction of the Tribunal and are filed with them after the effective date of this Decree. Where such applications, claims, or appeals were filed before the effective date of this Decree, the courts and judicial entities must cease to consider them; and must refer the same to the Tribunal to consider and determine them in accordance with the relevant rules and procedures adopted by the Tribunal.
- b. Execution departments of all courts and judicial entities in the Emirate must refer to the Tribunal all execution files that fall within the jurisdiction of the Tribunal to consider them and issue the necessary decisions in this respect in accordance with the provisions of this Decree.

Finality and Execution of Awards

Article (11)

The awards, orders, and decisions issued by the Tribunal will be definitive and not subject to ordinary appeal procedures. They will be executed by the Execution Court at Dubai Courts in accordance with the relevant rules adopted by it.

Applicable Sources of Law

Article (12)

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

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

Exemption from Judicial Fees

Article (13)

The applications, orders, claims, and appeals that fall within the jurisdiction of the Tribunal pursuant to this Decree are hereby exempted from the judicial fees prescribed by law.

Providing Support to the Tribunal

Article (14)

The Chairman of the Judicial Council will issue a resolution assigning an entity to provide administrative and technical support to the Tribunal.

Issuing Implementing Resolutions

Article (15)

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

Supersession and Repeals

Article (16)

- a. This Decree supersedes the above-mentioned Decree No. (21) of 2013.
- b. Any provision in any other legislation will be repealed to the extent that it contradicts the provisions of this Decree.

Publication and Commencement

Article (17)

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

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 24 November 2020

Corresponding to 9 Rabi al-Thani 1442 A.H.

Decree No. (23) of 2020 Regulating the Sale by Heirs of Residential Property in the Emirate of Dubai⁽¹⁾

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 Procedure Code, its Regulatory Bylaw, and its amendments;

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

Law No. (9) of 2007 Establishing the Awqaf and Minors Affairs Foundation;

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

Law No. (4) of 2013 Concerning Notaries Public in the Emirate of Dubai;

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

Law No. (8) of 2015 Concerning the Community Development Authority in Dubai;

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 483 of 19/08/2020.

The following legislation was referred to in Decree No. (31) of 2023 amending some provisions of Decree No. (23) of 2020 regarding Regulating the sale of residential real estate by heirs in the Emirate of Dubai:

- Federal Decree Law No. (42) of 2022 regarding the issuance of the Civil Procedure Code,
- Law No. (13) of 2016 regarding the judicial authority in the Emirate of Dubai and its amendments,
- Decree No. (23) of 2020 regulating the heirs' sale of residential real estate in the Emirate of Dubai, hereinafter referred to as the "Original Decree."
- Decree No. (25) of 2023 establishing the Estates Court in the Emirate of Dubai.

Law No. (13) of 2016 Concerning the Judicial Authorities in the Emirate of Dubai;

Decree No. (31) of 2016 Concerning the Mortgage of Granted Land 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)⁽¹⁾

The following words and expressions, wherever mentioned in this Decree, will 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.

MBRHE: The Mohammed bin Rashid Housing Establishment.

Director General: The director general of the DLD.

Residential Real Property: A vacant land plot, or a dwelling constructed

(1) Article (1) was replaced by Decree No. (31) of 2023 - published in the Official Gazette of the Emirate of Dubai - No. 340 of 15/04/2009.

in the Emirate on a granted or freehold land plot, which is co-owned in undivided shares by heirs to whom a certificate of freehold title is issued by the DLD, whether it was originally granted by the Government to their legator or was owned by him through any other means of acquisition of ownership.

Probate Court: The probate court established pursuant to the above-mentioned Decree No. (25) of 2023.

Scope of Application

Article (2)

- a. The provisions of this Decree apply to Residential Real Property which any of the heirs wishes to sell, in accordance with the provisions, procedures, rules, and requirements stipulated in this Decree.
- b. The provisions of this Decree do not apply to move-in ready dwellings granted by the MBRHE and governed by the above-mentioned Law No. (4) of 2011 and its Implementing Bylaw.

Requirements and Procedures for Sale of Residential Real Property

Article (3)

- a. An heir, or his legal representative, may submit to the DLD an application for approval of Residential Real Property sale, in accordance with the procedures and requirements adopted by the DLD in this respect.
- b. The DLD will conduct a case study in respect of the application submitted to it pursuant to paragraph (a) of this Article, in coordination with the concerned Government entities in the Emirate, particularly the MBRHE, the Community Development Authority in Dubai, and

the Awqaf and Minors Affairs Foundation. When conducting the study, the following must be verified:

1. that one of the following cases applies to all the heirs:
 - a) they have another dwelling or a land plot, whether granted or owned, that is allocated for constructing a dwelling;
 - b) the Residential Real Property does not meet their needs for any reason whatsoever, including that the area of the Residential Real Property is disproportionate to the number of heirs; or
 - c) any other cases accepted by the DLD, in coordination with the concerned Government entities in the Emirate.
 2. that there are no legal impediments or third-party rights that preclude the sale of the Residential Real Property; and
 3. that none of the heirs will suffer any harm as a result of the sale of the Residential Real Property, whether it is granted or owned, especially the elderly and minors; unmarried, divorced, and widowed female heirs; and persons with disabilities. This includes the unavailability of an alternative dwelling that is suitable in terms of value, location, and area.
- c. The DLD will, upon verifying the validity of the application and the authenticity of submitted supporting documents, and upon completing the case study referred to in paragraph (b) of this Article, notify the rest of the heirs, using the notification methods specified by the relevant resolution of the Director General, that one of them has applied for sale of the Residential Real Property. The heirs must either consent to or decline the application for sale of the Residential Real Property within thirty (30) days from receiving the notification.

Consenting to Residential Real Property Sale

Article (4)

- a. Where all heirs consent to the sale of the Residential Real Property, the DLD will take the action required for sale of the Residential Real Property, either by direct sale to a buyer at the market value estimated by the DLD; or by auction, in accordance with the rules and procedures stipulated in the above-mentioned Federal Law No. (11) of 1992 and its Regulatory Bylaw, and in the applicable legislation in force.
- b. Subject to the provisions of paragraph (b) of Article (3) of this Decree, the DLD must verify the satisfaction of the following requirements before taking the necessary action to sell the Residential Real Property:
 1. The buyer must be a UAE National, where the Residential Real Property exists in other than the areas designated for ownership by non-UAE nationals of Real Property in the Emirate under the above-mentioned Law No. (7) of 2006.
 2. All payable or deferred amounts owed to the concerned Government entities in respect of the Residential Real Property, if any, must be paid. The DLD may approve an application for deferral of the payment of these amounts until after the sale of the Residential Real Property, provided that the heir who has submitted the sale application provides valid reasons for the deferral. In this case, the payable or deferred amounts owed to the concerned Government entities will be settled out of the Residential Real Property sale proceeds prior to distribution of the same among the heirs.
 3. The buyer must agree to deposit the Residential Real Property sale proceeds into the DLD account to enable the DLD to distribute

them among the heirs based on their respective shares in the Residential Real Property.

4. All other conditions prescribed by the DLD, in coordination with the concerned Government entities, pursuant the relevant resolutions issued by the Director General, must be met.

Provision of Alternative Housing Solutions

Article (5)

- a. If it is established to the satisfaction of the DLD, through the case study conducted in accordance with the provision of paragraph (b) of Article (3) of this Decree, that any of the heirs has no dwelling other than the Residential Real Property requested to be sold; or that any of the heirs will suffer harm as a result of the sale of the Residential Real Property, especially the elderly and minors; unmarried, divorced, or widowed female heirs; and persons with disabilities, the DLD will, in coordination with the MBRHE, provide these heirs with alternative housing solutions, in accordance with the relevant procedures, rules, and requirements prescribed by the DLD and the MBRHE.
- b. The consideration of an application for sale of the Residential Real Property will be suspended in the case referred to in paragraph (a) of this Article until an appropriate alternative housing solution is provided to the heirs by the MBRHE, or until the lapse of one (1) Year from the date of submission of the sale application, whichever is earlier.
- c. Where, after the lapse of the period referred to in paragraph (b) of this Article, the MBRHE is still unable, for any reason whatsoever, to provide the affected heirs with an alternative housing solution; and the case study conducted in accordance with paragraph (b) of Article (3) hereof confirms that the sale of the Residential Real Property will

result in harm to any heir, the consideration of the application for sale of the Residential Real Property will be suspended. In this case, the application may be reconsidered only upon the availability of an alternative housing solution, and the MBRHE must endeavour to find that solution as soon as possible.

Non-Consent to the Sale of Residential Real Property **Article (6)⁽¹⁾**

- a. Where the period referred to in paragraph (c) of Article (3) of this Decree lapses without receiving a response from the heirs to the notification of the Residential Real Property sale application, after verifying receipt or knowledge by the heirs of the notification; or where any of the heirs declines to consent to the Residential Real Property sale application, the DLD will mediate an amicable settlement among the heirs, where possible, in accordance with the relevant rules, procedures, and time frames prescribed by the DLD.
- b. Where all heirs accept the amicable settlement mediated by the DLD in accordance with the provisions of paragraph (a) of this Article, the settlement will be documented in a contract executed by all the heirs or their legal representative(s), and will be attested by the DLD in accordance with the legislation in force. In this case, the DLD will proceed with the procedures for sale of the Residential Real Property, in accordance with the provisions of Article (4) hereof.
- c. Where any of the heirs persists in declining to consent to the Residential

(1) Article (6) was replaced by Decree No. (31) of 2023 - published in the Official Gazette of the Emirate of Dubai - No. 340 of 15/04/2009.

Real Property sale application in spite of the DLD amicable settlement endeavours undertaken in accordance with the provisions of paragraph (a) of this Article, the DLD will issue an official document in favour of the applicant heir stating that an amicable settlement among the heirs cannot be reached, in order to enable that applicant to file a claim before the Probate Court for the sale of the Residential Real Property.

Appeals against Decisions of the DLD **Article (7)⁽¹⁾**

Any affected party may file an appeal with the Probate Court against any decisions issued, or actions taken, by the DLD or the MBRHE under this Decree. The appeal must be filed within ten (10) working days from the date on which the affected party is notified of the contested decision or action. The appeal will be considered and determined by the Probate Court in accordance with the relevant procedures, time frames, rules, and conditions prescribed by the Probate Court.

Formation of the Tribunal **Article (8)⁽²⁾**

- a. The Probate Court will consider the applications, claims, or disputes that arise among heirs in respect of the sale of Residential Real Property in accordance with the provisions of this Decree. This includes appeals against the decisions issued, or actions taken, by the DLD or the MBRHE under this Decree.

(1) Article (7) was replaced by Decree No. (31) of 2023 - published in the Official Gazette of the Emirate of Dubai - No. 340 of 15/04/2009.

(2) Article (7) was replaced by Decree No. (31) of 2023 - published in the Official Gazette of the Emirate of Dubai - No. 340 of 15/04/2009.

- b. The Probate Court will have jurisdiction to consider and determine the applications, claims, disputes, and appeals referred to in paragraph (a) of this Article, in accordance with the procedures, rules, and regulations stipulated in the above-mentioned Decree No. (25) of 2023.

Sale of Residential Real Property by the Tribunal Article (9)⁽¹⁾

- a. The Probate Court will deliver a judgement to sell the Residential Real Property by auction, where it cannot be partitioned in kind or where the in-kind partition would result in any prejudice or significant decrease in the value of the Residential Real Property, in which case the plaintiff must litigate against all the heirs. Where the Probate Court decides to sell the Residential Real Property by auction, it may restrict the auction to the heirs if they request this unanimously.
- b. In issuing a decision to sell the Residential Real Property, in accordance with the provisions of this Article, the Probate Court must ensure that none of the heirs will suffer any harm as a result of the sale, especially the elderly and minors; unmarried, divorced, and widowed female heirs; and persons with disabilities.
- c. The Probate Court may not admit any application or claim in respect of the sale of Residential Real Property in accordance with the provisions of this Decree, unless the applicant or plaintiff submits the official document referred to in paragraph (c) of Article (6) of this Decree.
- d. The Probate Court will distribute the Residential Real Property sale

(1) Article (9) was replaced by Decree No. (31) of 2023 - published in the Official Gazette of the Emirate of Dubai - No. 340 of 15/04/2009.

proceeds among the heirs based on their respective shares in the Residential Real Property. e. In any event, the Probate Court must, in issuing its decision to sell the Residential Real Property, take into consideration the case study conducted in accordance with the provisions of paragraph (b) of Article (3) of this Decree, and comply with the rules and procedures stipulated in the above-mentioned Federal Law by Decree No. (42) of 2022.

Provision of Support Article (10)

All Concerned Entities in the Emirate must, each within its own jurisdiction, provide the necessary support to the DLD to enable it to perform the duties assigned to it under this Decree, and take all necessary actions to implement the resolutions issued in implementation hereof.

Invalidity of Violating Dispositions Article (11)

Any disposition undertaken in breach of the provisions of this Decree will be void and may not be registered or have any legal effect as against the Government, the DLD, or third parties.

Applicability of the Civil Code Article (12)

The provisions of the above-mentioned Federal Law No. (5) of 1985 and its amendments, relating to property co-owned in undivided shares, will apply to all matters not provided for in this Decree.

Issuing Implementing Resolutions

Article (13)

The Director General will issue the resolutions required for the implementation of this Decree. These resolutions will be published in the Official Gazette.

Repeals

Article (14)

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

Publication and Commencement

Article (15)

This Decree will be published in the Official Gazette and will come into force on the day on which it is published

Mohammed bin Rashid Al Maktoum

Ruler of Dubai

Issued in Dubai on 13 August 2020

Corresponding to 23 Thu al-Hijjah 1441 A.H.

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 Grant of Title of Land Allocated for Industrial and Commercial Use 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, will 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 Land: Granted Residential Land, Granted Commercial or Industrial Land, or any other land granted by the Government.

Mortgaged Land: 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 will 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 provisions 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 Estate 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 estate developers for the purpose of real estate 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 such a case, the pledgee will manage the real property and collect its income until the 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 will mark an entry on the folio of the Granted Commercial or Industrial Land in the register denoting 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 sell 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 will 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 will issue, upon the Mortgagee's request, a foreclosure order over 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 will be paid from the proceeds of the foreclosure sale of the Mortgaged Land after deducting the following amounts:
 2. court fees and costs;
 3. 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
 4. the fees payable in accordance with the above-mentioned Law No. (4) of 2010 for the grant of title of land allocated for industrial and commercial use, where such fees are not 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, will be paid to the Mortgagor.
- c. The balance of the price of sale of Granted Residential Land at public auction, if any, will be paid towards the purchase of a house that will 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 will 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 will be issued 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 considered valid and effective.

Invalidity of Violating Dispositions

Article (11)

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

Issuing Implementing Resolutions

Article (12)

The Director General will 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 will 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 will 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.

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 will 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, will 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 will 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 will 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 will 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 will 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 will have the right to approve or reject any application for registration, and the relevant decision will 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 will 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 issues.

Article (13)

A Broker registered on the Register must apply annually to the Division for renewal of his registration. The renewal application will 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 will 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 will not be entitled to any fees.

Article (21)

A Broker will 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 will be governed by the trusteeship rules in this respect.

Article (22)

A Broker will 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 will 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 will 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 will 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 will 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 will be determined by agreement. In absence of an agreement, the fees will be determined according to the prevailing customary practice.

Article (28)

1. A Broker will be entitled to fees for his Brokerage only if it leads to concluding a contract between the parties. A contract will be deemed concluded if all parties agree on all the conditions provided for in the Brokerage agreement.
2. A Broker will 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 will be entitled to his fees only upon fulfilment of that condition.

Article (29)

Where a Brokerage agreement is terminated, the Broker will 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 will 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 will share the fees as if they were one Broker. The fees will 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 will be exclusively entitled to the full fees.

Article (33)

A Broker will 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 will be severally liable to pay his own share of the fees even if they both agree that one of them will 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 will be established at the DLD. Members of the Council will be appointed pursuant to a resolution of the Director General. The Council will have jurisdiction to settle disputes relating to Brokerage.

Article (35)

The Council will 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 will perform its duties in accordance with simplified procedures aimed at settling disputes expeditiously and ensuring justice for disputants. In this regard, the Council will 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 will not be bound by these rules, except for those relating to public order.

Article (37)

The Council will have a secretariat, which will 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 will be appointed pursuant to a resolution of the Director General.

Article (38)

1. An amicable settlement application will be submitted to the Committee by the applicant on the form prescribed for this purpose. The application will 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 will order the registration of the application, and the secretariat will 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 will 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 will take effect pursuant to a resolution of the Director General upon the recommendation of the Committee, and this resolution will 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 will be final.

Article (41)

A Person will cease to be a Broker and his registration with the DLD will 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 will collect fees for the services provided pursuant to this Bylaw. These fees will be determined pursuant to a resolution of the Chairman.

Article (46)

The Chairman will 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 will 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.

Resolution No. (6) of 2022 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai⁽¹⁾

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 its amendments; 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 Right Article (1)

A non-UAE national may acquire freehold ownership rights, without time restriction, in the land and Real Property Units existing on Land Plots No. (58) and (59) located in Zabeel First, and whose boundaries and areas are demarcated on the plans attached to this Resolution:

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 559 of 11/03/2022.

Validity of Previous Dispositions Article (2)

All dispositions made prior to the effective date of this Resolution, in respect of the land plots mentioned in Article (1) hereof, are hereby deemed valid as if made in accordance with the provisions of this Resolution.

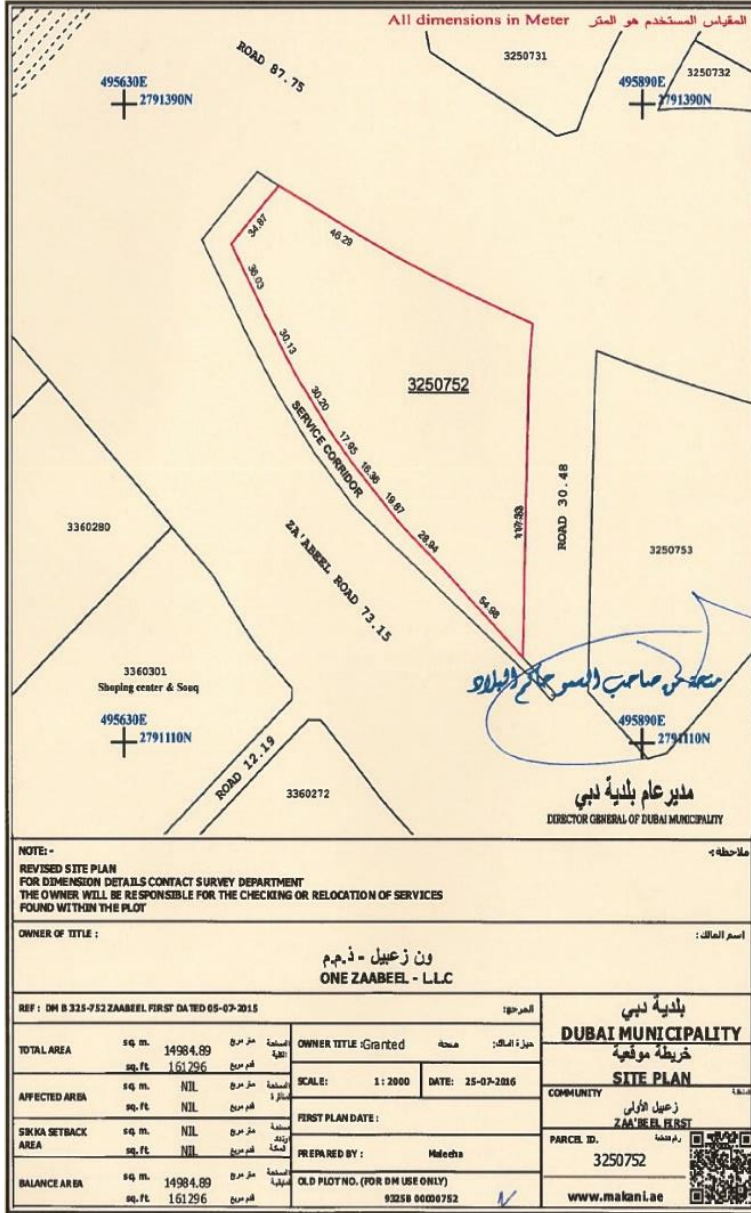
Commencement and Publication Article (3)

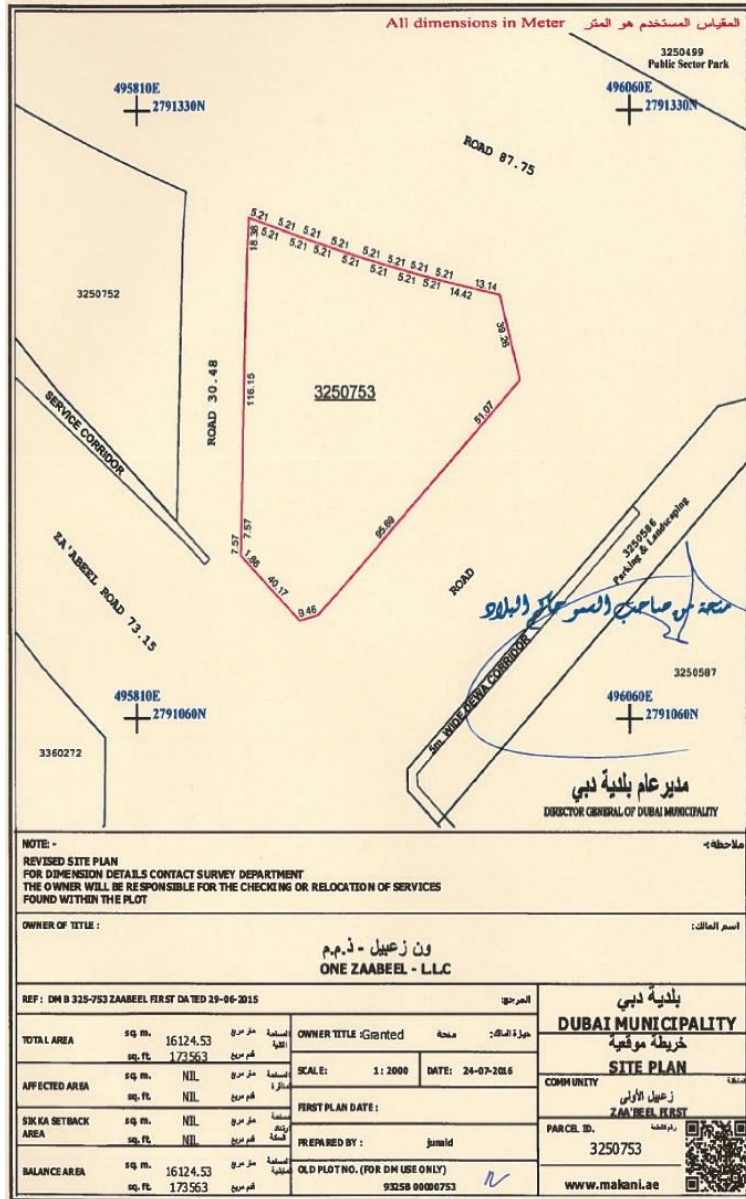
This Resolution comes into force on the day on which it is issued, and will be published in the Official Gazette.

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

Issued in Dubai on 28 February 2022

Corresponding to 27 Rajab 1443 A.H.





شهادة ملكية عقار
Title Deed

Issue Date	26/11/2014	تاريخ الإصدار
Property Type:	Land أرض	نوع العقار:
Community:	Zaabeel First زعبيل الأولى	المنطقة:
Plot No:	58	رقم الأرض:
Municipality No:	325 - 752	رقم البلدية:
Area Sq Meter :	14984.89	المساحة متر مربع :
Area Sq Feet :	161,296.01	المساحة بالقدم المربع :

أرقام وأسماء الملاك وحصصهم:	المساحة بالقدم المربع \ Area (Sq Meter)	أرقام وأسماء الملاك وحصصهم:
Shares:	14984.89	رقم ونوع الملاك وحصصهم:
(1014318) ONE ZAA'BEEL L L C		(1014318) ون زعبيل ذ م م

ألت اليها بالبطء من صاحب السمو الشيخ محمد بن راشد آل مكتوم بتاريخ ٢٠١٤/١١/٢٧



دائرة الأراضي والأموال (15) DUBAI LAND DEPARTMENT

- This certificate is electronically issued and no signature is required
- Any scratches or changes in the certificate make it void

1 / 1

شهادة ملكية عقار
Title Deed

Issue Date	26/11/2014	تاريخ الإصدار
Property Type:	Land أرض	نوع العقار:
Community:	Zaabeel First زعبيل الأولى	المنطقة:
Plot No:	59	رقم الأرض:
Municipality No:	325 - 753	رقم البلدية:
Area Sq Meter :	16124.57	المساحة متر مربع :
Area Sq Feet :	173,563.43	المساحة بالقدم المربع :

أرقام وأسماء الملاك وحصصهم:	المساحة بالقدم المربع \ Area (Sq Meter)	أرقام وأسماء الملاك وحصصهم:
Shares:	16124.57	رقم ونوع الملاك وحصصهم:
(1014318) ONE ZAA'BEEL L L C		(1014318) ون زعبيل ذ م م

ألت اليها بالبطء من صاحب السمو الشيخ محمد بن راشد آل مكتوم بتاريخ ٢٠١٤/١١/٢٧



دائرة الأراضي والأموال (15) DUBAI LAND DEPARTMENT

- This certificate is electronically issued and no signature is required
- Any scratches or changes in the certificate make it void

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Resolution No. (25) of 2021

Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai⁽¹⁾

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

After perusal of:

Law No. (1) of 2001 Establishing the Ports, Customs, and Free Zone Corporation and its amendments;

Law No. (4) of 2003 Establishing the National Industries Park and its amendments;

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

Decree No. (1) of 1985 Establishing the Jebel Ali Free Zone Authority and its amendments; 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:

Usufruct and Long-term Lease Rights

Article (1)

Non-UAE nationals may acquire usufruct and lease rights, for up to ninety-

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 526 of 28/07/2021.

nine (99) years, in the land and Real Property existing in the following land plots, whose boundaries and areas are demarcated on the plans attached to this Resolution:

1. Plot No. (64), Jebel Ali Industrial Third;
2. Plot No. (33), Ras Al Khor Industrial Third;
3. Plot No. (306), Al Warsan First; and
4. Plot No. (3019), Al Warsan First.

Commencement and Publication

Article (2)

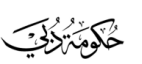

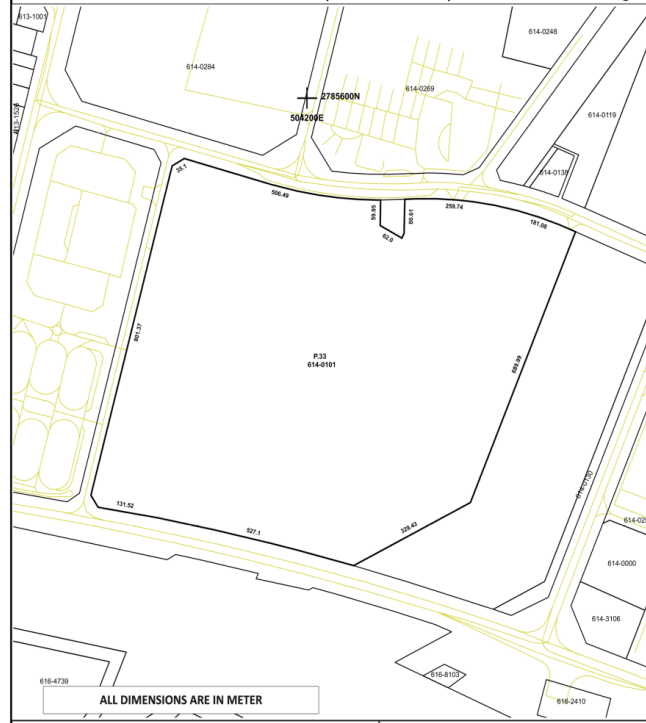

This Resolution comes into force on the day on which it is issued, and will be published in the Official Gazette.


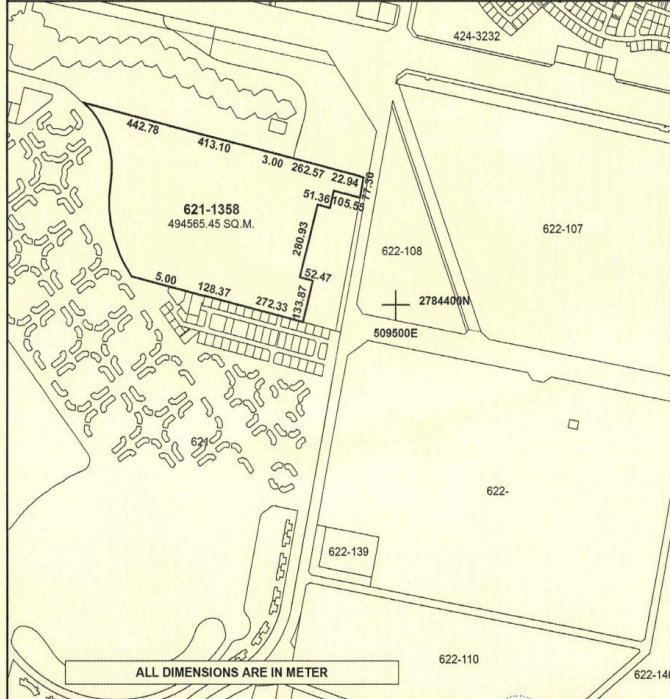

Mohammed bin Rashid Al Maktoum
Ruler of Dubai


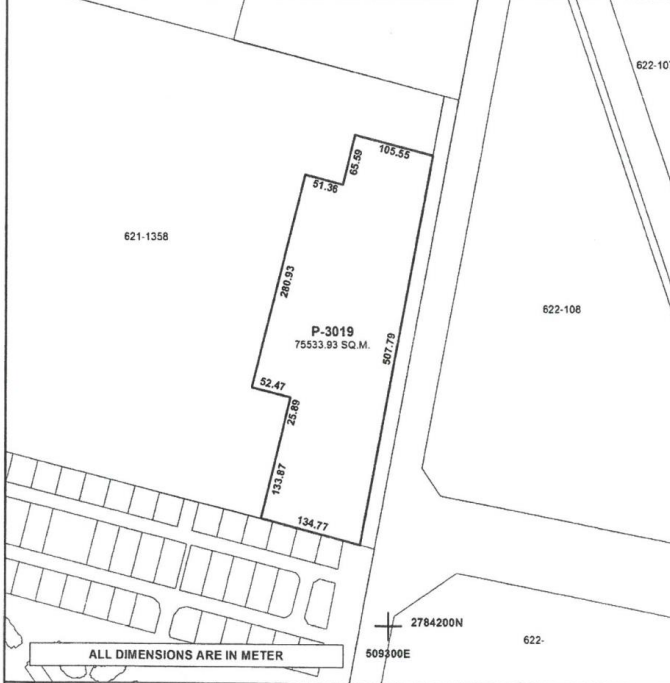

Issued in Dubai on 12 July 2021

Corresponding to 2 Thu al-Hijjah 1442 A.H.

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: NATIONAL INDUSTRIES PARK	الاسم: مجمع الصناعات الوطنية		
PLOT NO: 64 (516-0)	رقم القطعة: 64		
BLOCK: Jabal Ali Industrial Third	المنطقة: جبل علي الصناعية الثالثة		
TOTAL AREA: 19188270/16 SQ.M. (206540821/05 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT:	STATUS: PREMISED	PLOT SITE PLAN	
SUBDIVIDED FROM:	MAP REF. NO. : 302055/2020		
REFERENCE: As per planning	DATED: 22-09-2020		وثيقة معتمدة إلكترونياً CERTIFIED Electronically
PREVIOUS REG. P.A511-Oldwaysan First	ORIGIN: Granted		
PLAN TYPE: Theoretical			
RESURVEYED BY:	DATED: 22-09-2020		
DEVELOPER REF: Technology Park	SCALE: 1:50000		
PREPARED BY: hessa	ISSUED ON: 22-09-2020		

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: JABEL ALI FREE ZONE AUTHORITY	الاسم: سلطة المنطقة الحرة لجبل علي		
PLOT NO: 33 (614-101)	رقم القطعة: 33		
BLOCK: Ras Al Khor Industrial Third	المنطقة: رأس الخور الصناعية الثالثة		
TOTAL AREA: 798871/97 SQ.M. (8598986/32 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT:	STATUS: PREMISED	PLOT SITE PLAN	
SUBDIVIDED FROM:	MAP REF. NO. : 4530194/2020		
REFERENCE: As per planning	DATED: 06-08-2020		وثيقة معتمدة إلكترونياً CERTIFIED Electronically
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical			
RESURVEYED BY:	DATED: 06-08-2020		
DEVELOPER REF:	SCALE: 1:10000		
PREPARED BY: hessa	ISSUED ON: 06-08-2020		

 حكومة دبي GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department	
الاسم: سلطة المنطقة الحرة لجبل علي NAME: JABEL ALI FREE ZONE AUTHORITY		رقم القطعة: 306 PLOT NO: 306 (621-1358)	
المنطقة: ورسان الأولى (621) BLOCK: AL WARSAN FIRST (621)		مجموع المساحة: TOTAL AREA: 494565/45 SQ.M. (5323458/19 SQ.FT.)	
			
PROJECT: STATUS: Existing Building		PLOT SITE PLAN	
SUBDIVIDED FROM: P.2 (621-1351) AL WARSAN FIRST		APPROVED BY 	
REFERENCE: As Per Planning DATED: 25/10/2016		PREVIOUS REG: ORIGIN: Granted	
PLAN TYPE: THEORETICAL		RESURVEYED BY: DATED:	
DEVELOPER REF: TC-P01 SCALE: 1:15000		PREPARED BY: حصة سيف الطاوية ISSUED ON: 25/10/2016	

 حكومة دبي GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department	
الاسم: بي سي اف سي للفنادق NAME: PCFC HOTELS		رقم القطعة: 3019 PLOT NO: 3019 (621-0)	
المنطقة: ورسان الأولى (621) BLOCK: AL WARSAN FIRST (621)		مجموع المساحة: TOTAL AREA: 75533/93 SQ.M. (813040/45 SQ.FT.)	
			
PROJECT: STATUS: Existing Building		PLOT SITE PLAN	
SUBDIVIDED FROM: P.306 (621-1358) AL WARSAN FIRST		APPROVED BY 	
REFERENCE: As Per Planning DATED: 25/10/2016		PREVIOUS REG: ORIGIN: Private	
PLAN TYPE: THEORETICAL		RESURVEYED BY: DATED:	
DEVELOPER REF: TC-P01 SCALE: 1:5000		PREPARED BY: عطاءة حميد المهيري ISSUED ON: 25/10/2016	

Resolution No. (7) of 2021

Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai⁽¹⁾

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 its amendments;

Law No. (10) of 2015 Concerning the Dubai Aviation City Corporation; 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)

Non-UAE nationals 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 Madinat Al Matar in the following land plots, whose boundaries and areas are demarcated on the plans attached to this Resolution:

1. Plot No. (168);
2. Plot No. (169);

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 510 of 31/03/2021.

3. Plot No. (170);
4. Plot No. (209);
5. Plot No. (210);
6. Plot No. (211);
7. Plot No. (212);
8. Plot No. (213);
9. Plot No. (214);
10. Plot No. (215);
11. Plot No. (1311);
12. Plot No. (1312);
13. Plot No. (1313);
14. Plot No. (1419);
15. Plot No. (1618);
16. Plot No. (1627);
17. Plot No. (1628);
18. Plot No. (1629);
19. Plot No. (1630);
20. Plot No. (1631); and
21. Plot No. (1632).

Validity of Previous Dispositions

Article (2)

All dispositions made by the Dubai Aviation City Corporation prior to the effective date of this Resolution, in respect of the land plots mentioned in Article (1) hereof, are hereby deemed valid as if made in accordance with the provisions of this Resolution.

Commencement and Publication Article (3)

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

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 3 March 2021
Corresponding to 19 Rajab 1442 A.H.

حكومة دبي GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الإسم: مؤسسة مدينة دبي للطيران		
PLOT NO: 168 (521-0)	رقم القطعة: 168		
BLOCK: MADINAT AL MATAAR (521)	المنطقة: مدينة المطار (521)		
TOTAL AREA: 69552/62 SQ.M. (748658/17 SQ.FT.)	مجموع المساحة:		

P-168
69552.62 SQ.M.

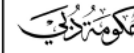

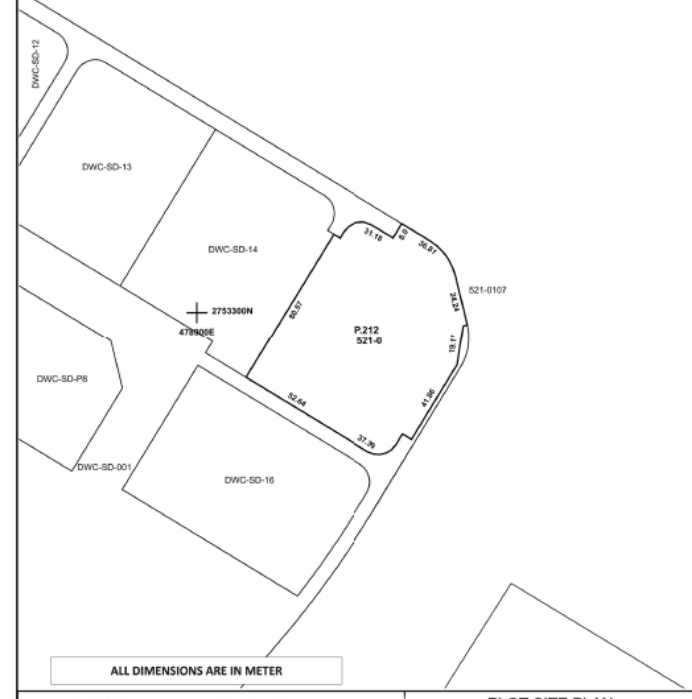

ALL DIMENSIONS ARE IN METER

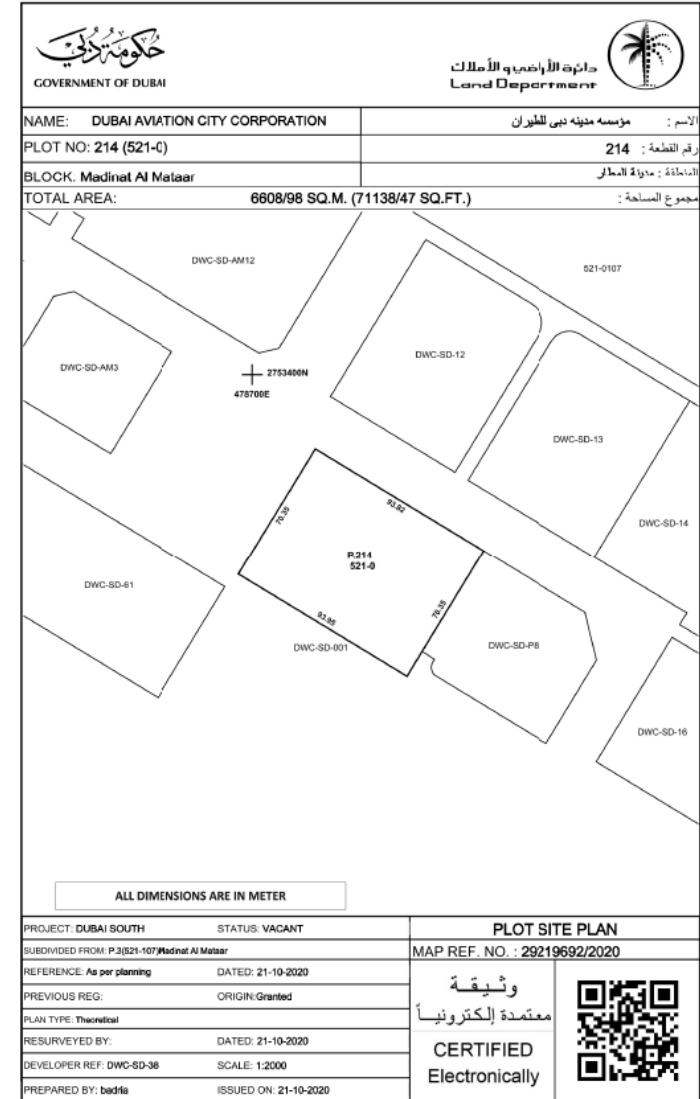
PROJECT: DUBAI WORLD CENTRAL (RLC) STATUS: Vacant		PLOT SITE PLAN	
SUBDIVIDED FROM: P-3 (521-107) MADINAT AL MATAAR		 APPROVED BY SURVEY SECTION Land Department: Emp. No. 537	
REFERENCE: As Per Planning	DATED: 28/07/2015		
PREVIOUS REG:	ORIGIN: Private		
PLAN TYPE: THEORETICAL			
SUBDIVIDED BY:	DATED:		
DEVELOPER REF: DWG-OP-1	SCALE: 1:3000		
PREPARED BY: دائرة جمة جلال	ISSUED ON: 28/07/2015		

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الإسم : مؤسسة مدينة دبي للطيران		
PLOT NO: 209 (521-0)	رقم القطعة : 209		
BLOCK: Madinat Al Matar	المنطقة : مدينة المطار		
TOTAL AREA: 6065/35 SQ.M. (65286/88 SQ.FT.)	مجموع المساحة :		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)/Madinat Al Matar		MAP REF. NO. : 29047141/2020	
REFERENCE: As per planning	DATED: 21-10-2020	وثيقة معمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 21-10-2020		
DEVELOPER REF: DWC-SD-12	SCALE: 1:2000		
PREPARED BY: munat	ISSUED ON: 21-10-2020		



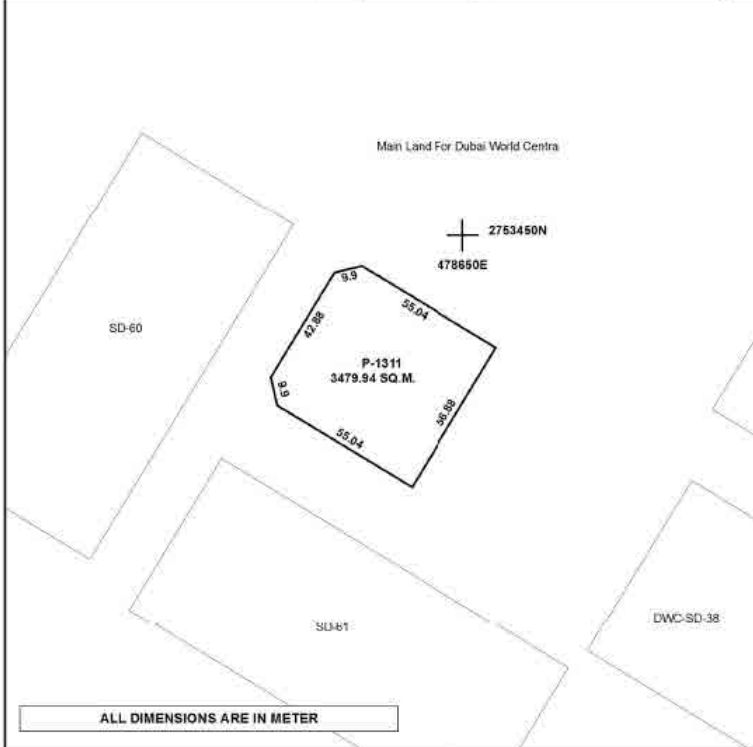

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الإسم : مؤسسة مدينة دبي للطيران		
PLOT NO: 210 (521-0)	رقم القطعة : 210		
BLOCK: Madinat Al Matar	المنطقة : مدينة المطار		
TOTAL AREA: 6197/27 SQ.M. (66706/86 SQ.FT.)	مجموع المساحة :		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)/Madinat Al Matar		MAP REF. NO. : 29047143/2020	
REFERENCE: As per planning	DATED: 21-10-2020	وثيقة معمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 21-10-2020		
DEVELOPER REF: DWC-SD-13	SCALE: 1:2000		
PREPARED BY: munat	ISSUED ON: 21-10-2020		


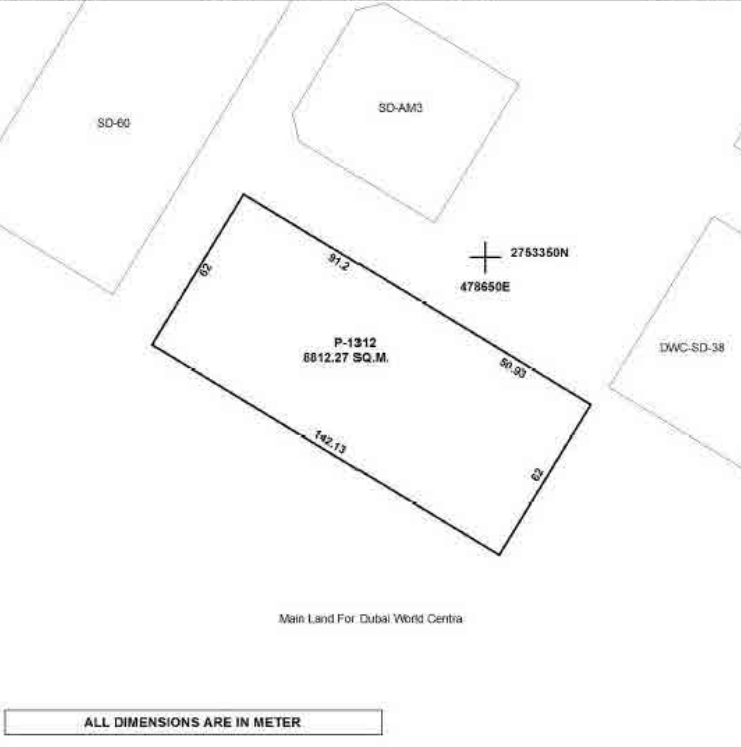

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الإسم: مؤسسة مدينة دبي للطيران		
PLOT NO: 211 (521-0)	رقم القطعة: 211		
BLOCK: Madinat Al Matar	المنطقة: مدينة المطار		
TOTAL AREA: 6579/99 SQ.M. (70826/42 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)Madinat Al Matar		MAP REF. NO.: 29047145/2020	
REFERENCE: As per planning	DATED: 21-10-2020		
PREVIOUS REG.	ORIGIN: Granted		
PLAN TYPE: Theoretical			
RESURVEYED BY:	DATED: 21-10-2020		
DEVELOPER REF: DWC-SD-14	SCALE: 1:2000		
PREPARED BY: munat	ISSUED ON: 21-10-2020	وثيقة معتمدة إلكترونياً CERTIFIED Electronically	


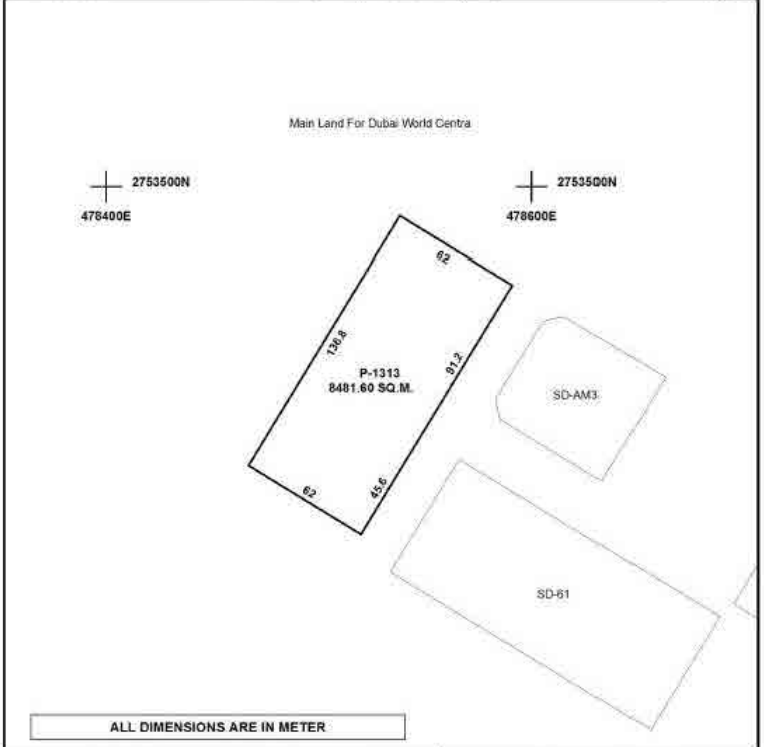

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الإسم: مؤسسة مدينة دبي للطيران		
PLOT NO: 212 (521-0)	رقم القطعة: 212		
BLOCK: Madinat Al Matar	المنطقة: مدينة المطار		
TOTAL AREA: 7574/08 SQ.M. (81526/72 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)Madinat Al Matar		MAP REF. NO.: 29047147/2020	
REFERENCE: As per planning	DATED: 21-10-2020		
PREVIOUS REG.	ORIGIN: Granted		
PLAN TYPE: Theoretical			
RESURVEYED BY:	DATED: 21-10-2020		
DEVELOPER REF: DWC-SD-15	SCALE: 1:2000		
PREPARED BY: munat	ISSUED ON: 21-10-2020	وثيقة معتمدة إلكترونياً CERTIFIED Electronically	

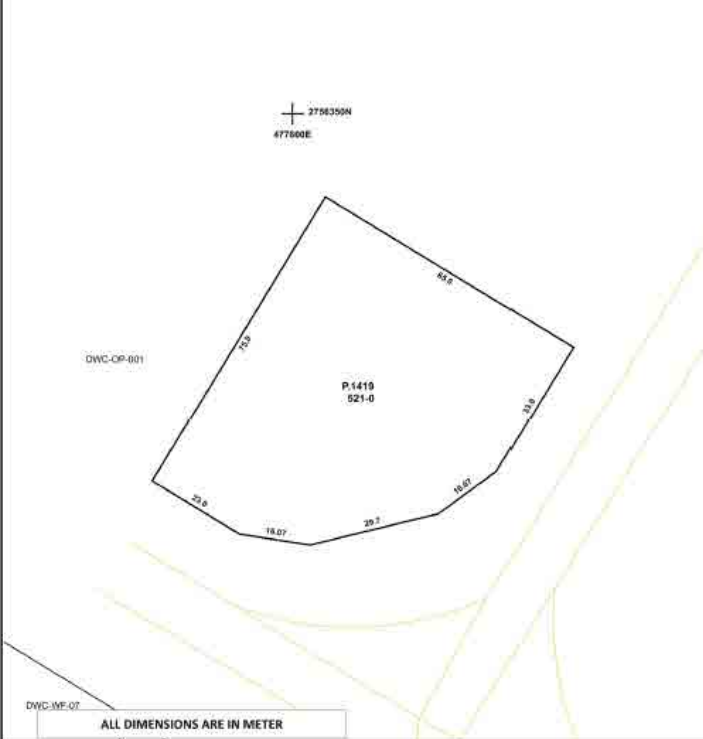



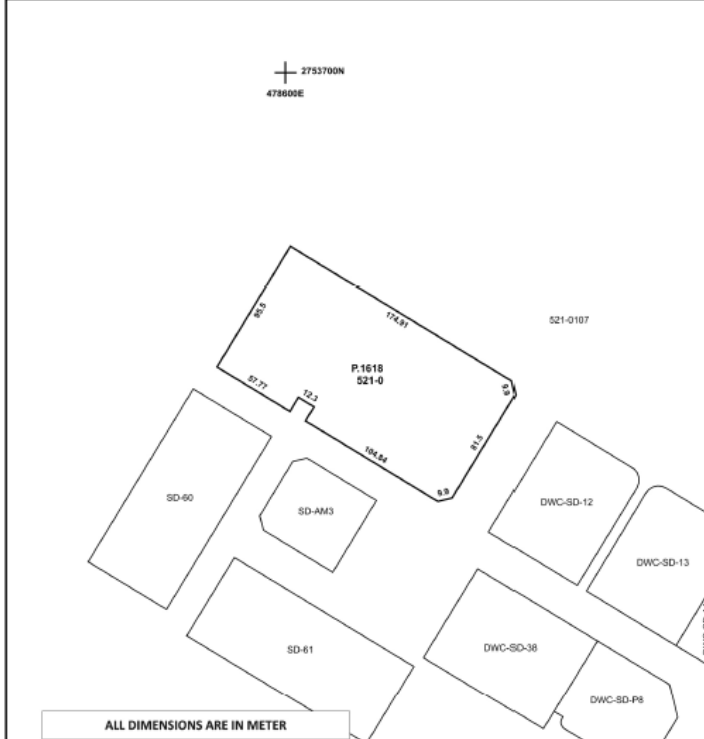

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION		الاسم: مؤسسة مدينة دبي للطيران	
PLOT NO: 215 (521-0)		رقم القطعة: 215	
BLOCK: Madinat Al Matar		المنطقة: مدينة المطار	
TOTAL AREA: 4453/50 SQ.M. (47937/08 SQ.FT.)		مجموع المساحة:	
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH		STATUS: VACANT	
SUBDIVIDED FROM: P.3(521-107) Madinat Al Matar		MAP REF. NO.: 29219694/2020	
REFERENCE: As per planning	DATED: 21-10-2020	وثيقة معتمدة إلكترونياً CERTIFIED Electronically	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical			
RESURVEYED BY:	DATED: 21-10-2020		
DEVELOPER REF: DWC-SD-P8	SCALE: 1:2000		
PREPARED BY: badfa	ISSUED ON: 21-10-2020		

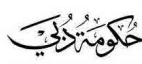

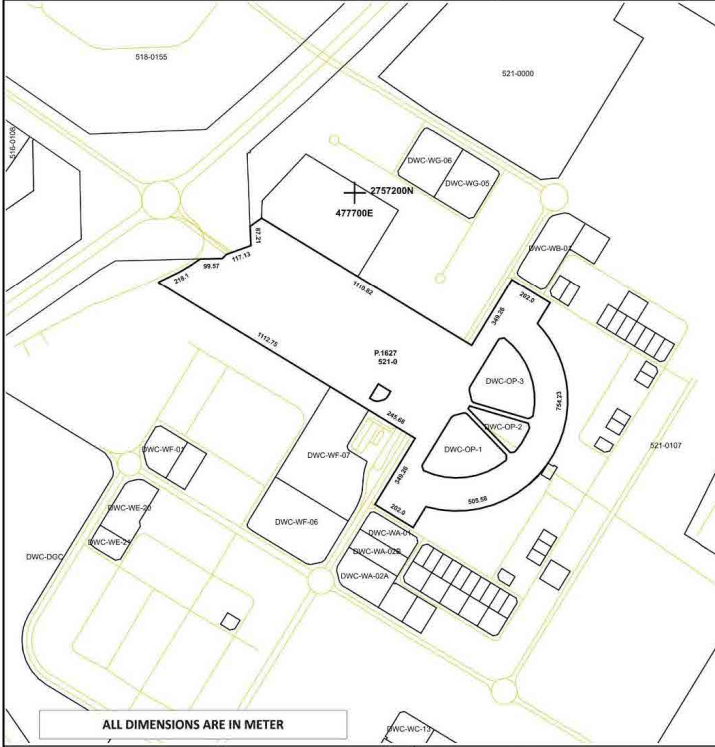


 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION		الاسم: مؤسسة مدينة دبي للطيران	
PLOT NO: 1311 (521-0)		رقم القطعة: 1311	
BLOCK: MADINAT AL MATAAR (521)		المنطقة: مدينة المطار (521)	
TOTAL AREA: 3479/94 SQ.M. (37457/76 SQ.FT.)		مجموع المساحة:	
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH		STATUS: Vacant	
SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR		MAP REF. NO.: 255018356/2019	
REFERENCE: As Per Planning	DATED: 22/05/2019	وثيقة معتمدة إلكترونياً CERTIFIED Electronically	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: THEORETICAL			
SUBDIVIDED BY:	DATED:		
DEVELOPER REF: SD-AM3	SCALE: 1:1500		
PREPARED BY: عزام حفيد المهدي	ISSUED ON: 22/05/2019		



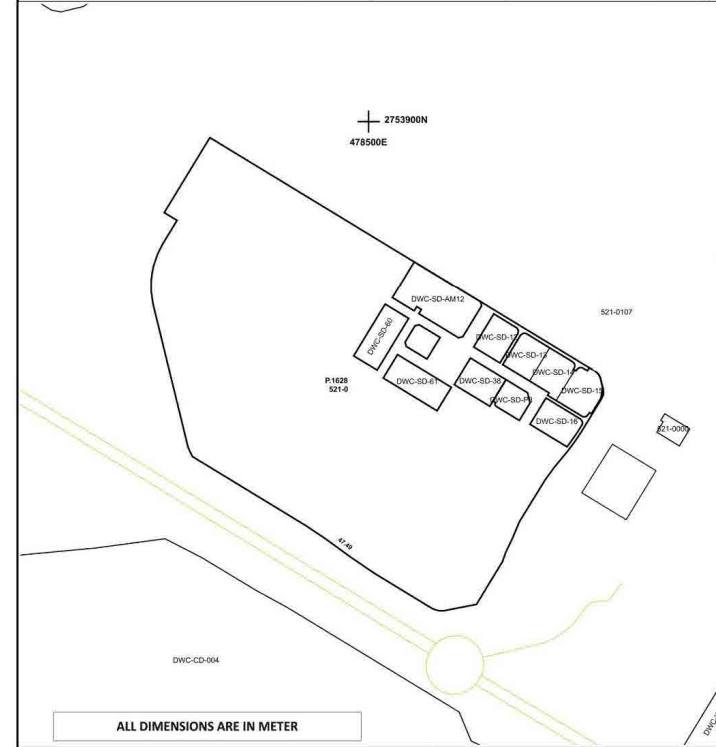


 حكومة دبي GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الاسم: مؤسسة مدينة دبي للطيران		
PLOT NO: 1312 (521-0)	رقم القطعة: 1312		
BLOCK: MADINAT AL MATAAR (521)	المنطقة: مدينة المطار (521)		
TOTAL AREA: 8812/27 SQ.M. (94854/48 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: Vacant	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR	MAP REF. NO.: 255018916/2019	وثيقة معتمدة إلكترونياً CERTIFIED Electronically	
REFERENCE: As Per Planning	DATED: 22/05/2019		
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: THEORETICAL			
SUBDIVIDED BY:	DATED:		
DEVELOPER REF: SD-81	SCALE: 1:1500		
PREPARED BY: عزام حميد السهري	ISSUED ON: 22/05/2019		

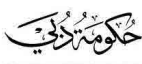
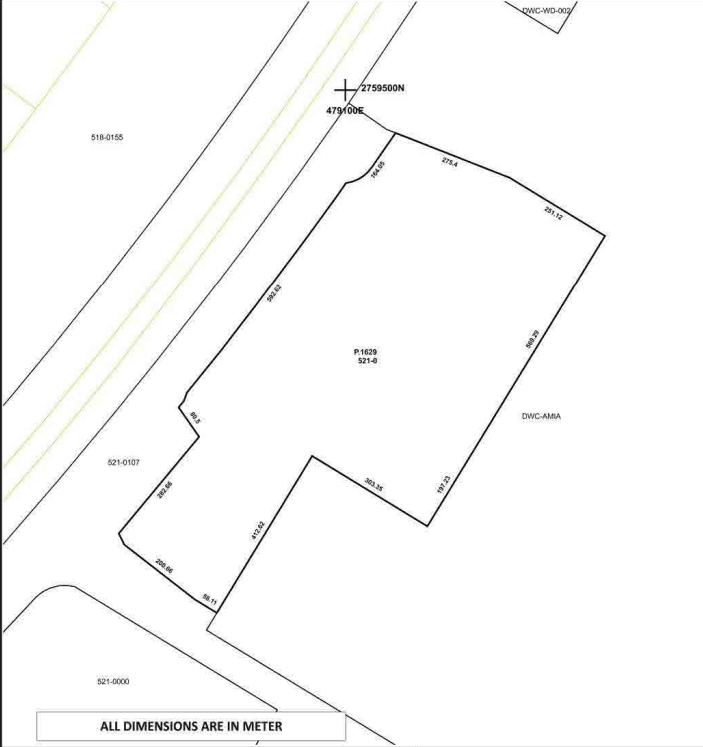

 حكومة دبي GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الاسم: مؤسسة مدينة دبي للطيران		
PLOT NO: 1313 (521-0)	رقم القطعة: 1313		
BLOCK: MADINAT AL MATAAR (521)	المنطقة: مدينة المطار (521)		
TOTAL AREA: 8481/60 SQ.M. (91295/18 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: Vacant	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR	MAP REF. NO.: 255018918/2019	وثيقة معتمدة إلكترونياً CERTIFIED Electronically	
REFERENCE: As Per Planning	DATED: 22/05/2019		
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: THEORETICAL			
SUBDIVIDED BY:	DATED:		
DEVELOPER REF: SD-60	SCALE: 1:2000		
PREPARED BY: عزام حميد السهري	ISSUED ON: 22/05/2019		



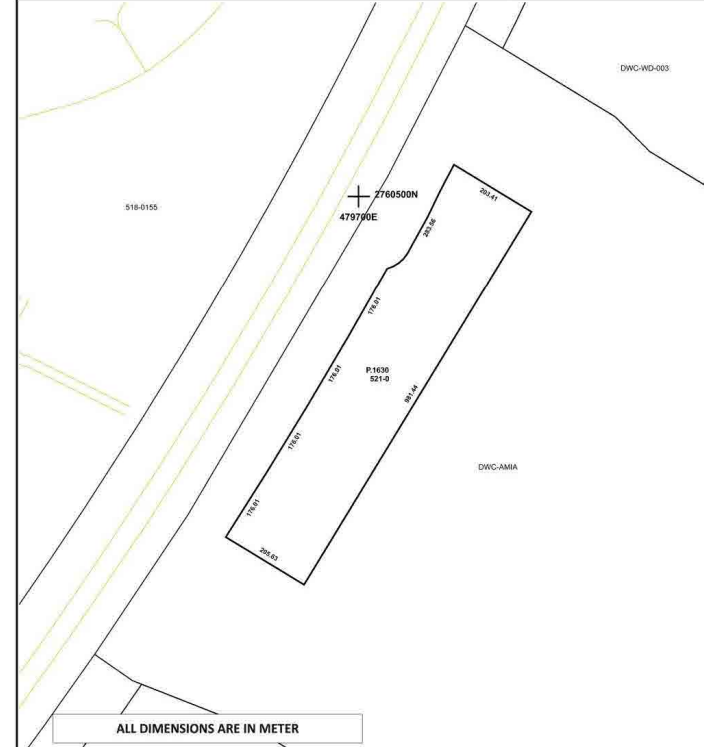

 دارة الأراضي والأملاك Land Department	
NAME: LOAY J M A ALKHARAFI	الإسم: لوي جاسم محمد عبدالصحن الخرافي
PLOT NO: 1419 (521-0)	رقم القطعة: 1419
BLOCK: Madinat Al Mataar	المنطقة: مدينة المطار
TOTAL AREA: 4267/14 SQ.M. (45931/11 SQ.FT.)	مجموع المساحة:
	
ALL DIMENSIONS ARE IN METER	
PROJECT: DUBAI SOUTH	STATUS: VACANT
PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)Madinat Al Mataar	
REFERENCE: As per planning	DATED: 06-10-2020
PREVIOUS REG:	ORIGIN: Private
PLAN TYPE:	وثيقة معتمدة إلكترونياً
RESURVEYED BY:	DATED: 06-10-2020
DEVELOPER REF: DWC-OP-21	SCALE: 1:1000
PREPARED BY: hessa	ISSUED ON: 06-10-2020
CERTIFIED Electronically 	

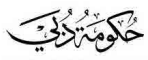
 دارة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الإسم: مؤسسة مدينة دبي للطيران
PLOT NO: 1618 (521-0)	رقم القطعة: 1618
BLOCK: Madinat Al Mataar	المنطقة: مدينة المطار
TOTAL AREA: 17186/71 SQ.M. (184996/21 SQ.FT.)	مجموع المساحة:
	
ALL DIMENSIONS ARE IN METER	
PROJECT: DUBAI SOUTH	STATUS: VACANT
PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)Madinat Al Mataar	
REFERENCE: As per planning	DATED: 07-09-2020
PREVIOUS REG:	ORIGIN: Private
PLAN TYPE: Theoretical	وثيقة معتمدة إلكترونياً
RESURVEYED BY:	DATED: 07-09-2020
DEVELOPER REF: DWC-SD-AM12	SCALE: 1:3000
PREPARED BY: munaf	ISSUED ON: 07-09-2020
CERTIFIED Electronically 	

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	مؤسسة مدينة دبي للطيران	الاسم:	مؤسسة مدينة دبي للطيران
PLOT NO: 1627 (521-0)	رقم القطعة: 1627	رقم القطعة:	1627
BLOCK: Madinat Al Matar	المنطقة: مدينة المطار	المنطقة:	مدينة المطار
TOTAL AREA: 927372/50 SQ.M. (9982154/51 SQ.FT.)	مجموع المساحة:	مجموع المساحة:	927372/50 SQ.M. (9982154/51 SQ.FT.)
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)/Madinat Al Matar		MAP REF. NO. : 325182364/2020	
REFERENCE: As per planning	DATED: 01-10-2020	وثيقة معمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 01-10-2020		
DEVELOPER REF: DWC-OP-001	SCALE: 1:20000		
PREPARED BY: badria	ISSUED ON: 01-10-2020		

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	مؤسسة مدينة دبي للطيران	الاسم:	مؤسسة مدينة دبي للطيران
PLOT NO: 1628 (521-0)	رقم القطعة: 1628	رقم القطعة:	1628
BLOCK: Madinat Al Matar	المنطقة: مدينة المطار	المنطقة:	مدينة المطار
TOTAL AREA: 530839/74 SQ.M. (5713911/41 SQ.FT.)	مجموع المساحة:	مجموع المساحة:	530839/74 SQ.M. (5713911/41 SQ.FT.)
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)/Madinat Al Matar		MAP REF. NO. : 325182366/2020	
REFERENCE: As per planning	DATED: 01-10-2020	وثيقة معمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 01-10-2020		
DEVELOPER REF: DWC-SD-001	SCALE: 1:10000		
PREPARED BY: badria	ISSUED ON: 01-10-2020		

 دارة الأراضي والأملاك Land Department		 دارة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الاسم: مؤسسة مدينة دبي للطيران		
PLOT NO: 1629 (521-0)	رقم القطعة: 1629		
BLOCK: Madinat Al Matar	المنطقة: مدينة المطار		
TOTAL AREA: 538854/48 SQ.M. (5800181/35 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)Madinat Al Matar		MAP REF. NO. : 325182368/2020	
REFERENCE: As per planning	DATED: 01-10-2020	وثيقة معتمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 01-10-2020		
DEVELOPER REF: DWC-WD-001	SCALE: 1:10000		
PREPARED BY: badria	ISSUED ON: 01-10-2020		

 دارة الأراضي والأملاك Land Department		 دارة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الاسم: مؤسسة مدينة دبي للطيران		
PLOT NO: 1630 (521-0)	رقم القطعة: 1630		
BLOCK: Madinat Al Matar	المنطقة: مدينة المطار		
TOTAL AREA: 198108/57 SQ.M. (2132422/90 SQ.FT.)	مجموع المساحة:		
			
ALL DIMENSIONS ARE IN METER			
PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(521-107)Madinat Al Matar		MAP REF. NO. : 325182370/2020	
REFERENCE: As per planning	DATED: 01-10-2020	وثيقة معتمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 01-10-2020		
DEVELOPER REF: DWC-WD-002	SCALE: 1:10000		
PREPARED BY: badria	ISSUED ON: 01-10-2020		

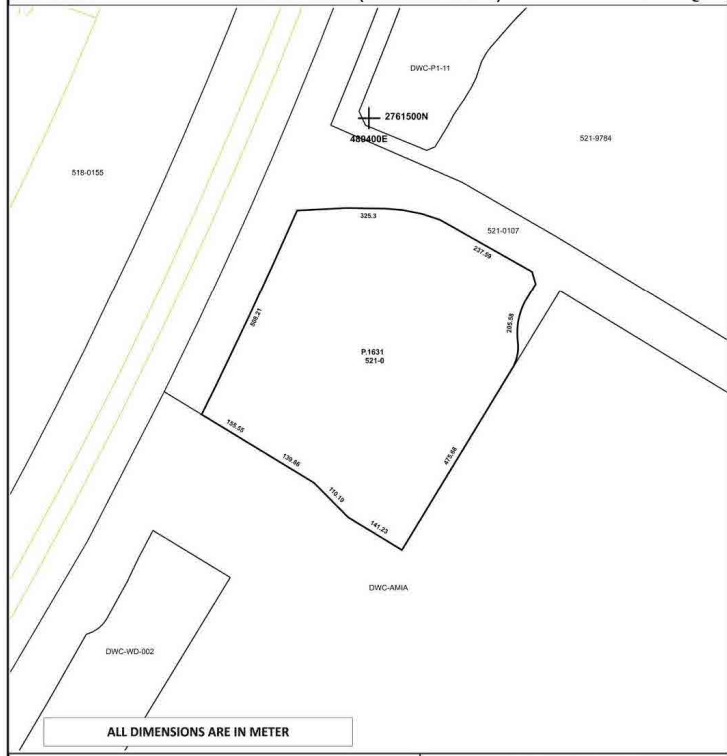


GOVERNMENT OF DUBAI

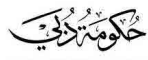
دائرة الأراضي والأملاك
Land Department



NAME: DUBAI AVIATION CITY CORPORATION	الاسم : مؤسسة دبي للطيران
PLOT NO: 1631 (521-0)	رقم القطعة : 1631
BLOCK: Madinat Al Matar	المنطقة : مدينة المطار
TOTAL AREA: 358016/57 SQ.M. (3853658/29 SQ.FT.)	مجموع المساحة :



PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(S21-107)Madinat Al Matar		MAP REF. NO. : 325182372/2020	
REFERENCE: As per planning	DATED: 01-10-2020	وثيقة معتمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 01-10-2020		
DEVELOPER REF: DWC-WD-003	SCALE: 1:10000		
PREPARED BY: badria	ISSUED ON: 01-10-2020		

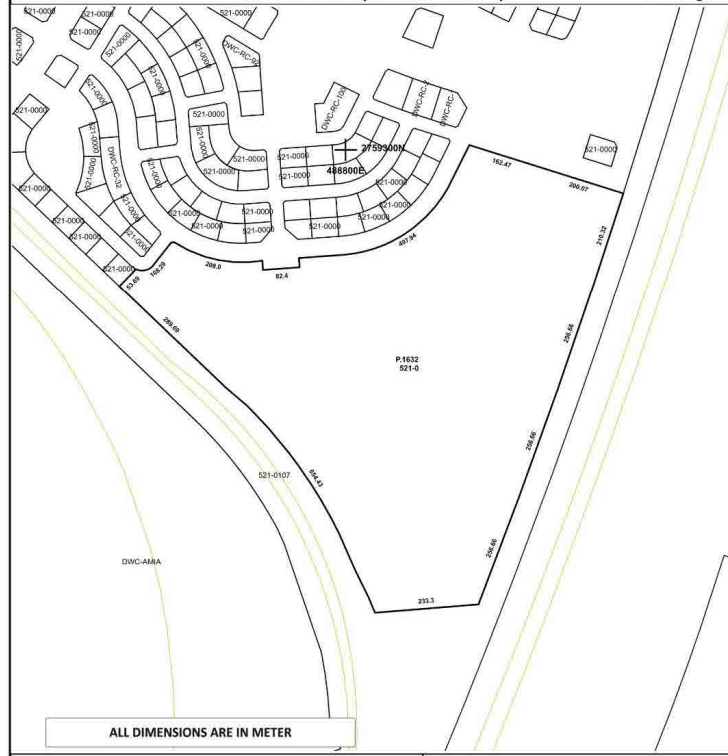


GOVERNMENT OF DUBAI

دائرة الأراضي والأملاك
Land Department



NAME: DUBAI AVIATION CITY CORPORATION	الاسم : مؤسسة دبي للطيران
PLOT NO: 1632 (521-0)	رقم القطعة : 1632
BLOCK: Madinat Al Matar	المنطقة : مدينة المطار
TOTAL AREA: 589171/00 SQ.M. (6341783/86 SQ.FT.)	مجموع المساحة :



PROJECT: DUBAI SOUTH	STATUS: VACANT	PLOT SITE PLAN	
SUBDIVIDED FROM: P.3(S21-107)Madinat Al Matar		MAP REF. NO. : 325182374/2020	
REFERENCE: As per planning	DATED: 01-10-2020	وثيقة معتمدة إلكترونياً	
PREVIOUS REG:	ORIGIN: Granted		
PLAN TYPE: Theoretical		CERTIFIED Electronically	
RESURVEYED BY:	DATED: 01-10-2020		
DEVELOPER REF: DWC-RD-002	SCALE: 1:10000		
PREPARED BY: badria	ISSUED ON: 01-10-2020		

Resolution No. (18) of 2019

Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai⁽¹⁾

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:

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 461 of 24/09/2019.

- 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 will be published in the Official Gazette and will 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.

دائرة الأراضي والأموال
Land Department

شهادة ملكية عقار
Title Deed

Issue Date	04/06/2018	تاريخ الإصدار
Mortgage Status	Not mortgaged	حالة الرهن: غير مرهونة
Property Type	Land	نوع العقار: أرض
Community	Trade Center Second	المناطق: المركز التجاري الثاني
Plot No:	69	رقم الأرض:
Municipality No:	336 - 272	رقم البلدية:
Area Sq Meter:	48507.31	المساحة الكلية متى مربع:
Area Sq Feet:	522,989.45	المساحة الكلية بالقدم المربع:

الرقم و أسماء المالك وحصصهم:	المساحة بالمتر المربع \ Area (Sq Meter)	أسماء المالكين
(172307) شركة مركز دبي التجاري العالمي لملكيها	48507.31	(172307) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C

اصطلحت من الترخيص رقم (٢٤ - المركز التجاري الثاني) الأمانة العامة من
 مسجلين المساحة بتاريخ ٢٠١٧-١٠-٢٠ والتي
 تمت فيها المساحة رقم (٢١ - المركز التجاري الثاني) الأمانة العامة من
 مسجلين المساحة بتاريخ ٢٠١٧-١٠-٢٠ والتي
 على طلب المالك بتاريخ ٢٠١٧-١٠-٢٠ وتم التمسك على طلب المالك
 ٢٠١٧-١٠-٢٠

Approved Signature  توقيع مصادق

دائرة الأراضي والأموال
Land Department

DUBAI LAND DEPARTMENT (٤٥٤) والأموال

1 / 1

- Digital date of this certificate is securely stated 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

- يتم إصدار هذه الشهادة الرقمية على البلوكتشين
 - هذه الشهادة مسجلة إلكترونياً ولا يحتاج إلى توقيع
 - أي تعديل يجرى على الشهادة يجعلها باطلة
 - يمنع الاحتفاظ بهذه الشهادة من قبل أي طرف آخر من غير المالكين

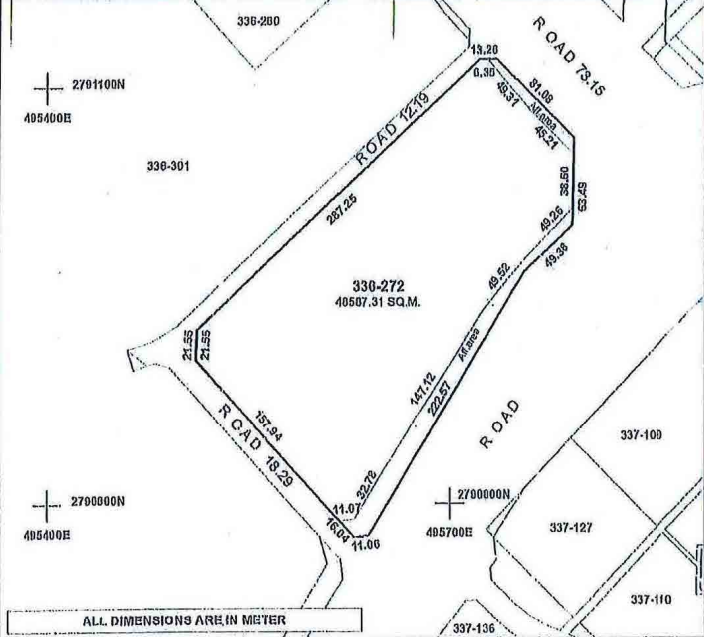
دائرة الأراضي والأموال
Land Department

اسم: شركة مركز دبي التجاري العالمي لملكيها
مسجلة مركز دبي التجاري العالمي شركة أشخاص
الواحد من أشخاص

رقم القطعة: 69

المنطقة: المركز التجاري الثاني (336)

NAME:	DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C
PLOT NO:	69 (336-272)
BLOCK:	TRADE CENTER SECOND (336)
TOTAL AREA:	48507/31 SQ.M. (522989/45 SQ.FT.)
AFFECTED:	4131/03 SQ.M. (44400/04 SQ.FT.)
BALANCE:	44480/20 SQ.M. 478523/41 SQ.FT.)



ALL DIMENSIONS ARE IN METER

PROJECT:	STATUS: Existing Building	PLAN SITE PLAN
SUBDIVIDED FROM: P. 24 (336-301) TRADE CENTER SECOND	DATED: 00/07/2012	MAP REF. NO. : 179496769/2010
REFERENCE: DM Site Plan 336-272	ORIGIN: Granted	وثيقة معتمدة إلكترونياً CERTIFIED Electronically
PREVIOUS REG	PLAN TYPE: THEORETICAL	
SUBDIVIDED BY:	DATED:	
DEVELOPER REF:	SCALE: 1:3000	
PREPARED BY: ثنائي شوبرايل كاسر	ISSUED ON: 04/06/2018	

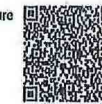
شهادة ملكية عقار
Title Deed

Issue Date	05/09/2018	تاريخ الإصدار
Mortgage Status:	Not mortgaged غير مرهونة	حالة الرهن:
Property Type:	Land أرض	أوع العقار:
Community:	Zaabeel Second رعيل الثانية	المنطقة:
Plot No:	120	رقم الأرض:
Municipality No:	337 - 2220	رقم البلدية:
Area Sq Meter :	16192,14	المساحة الكلية بمتر مربع :
Area Sq Feet :	174,250,74	المساحة الكلية بالقدم المربع :

أرقام و أسماء الملاك وحصصهم:	المساحة بالمتر المربع \ Area (Sq Meter)	المساحة بالقدم المربع \ Area (Sq Meter)	Owners numbers and their shares:
شركة مركز دبي التجاري العالمي أملاكها شركة مركز دبي التجاري العالمي شركة لشخص الواحد ش.ذ.م.م	16192,14	16192,14	(172397) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C

أنت والبطان من صاحب السمو الشيخ محمد بن راشد آل مكتوم بتاريخ 2018-11-18
المساحة الإجمالية المباعة طبقاً لحدود المطور () قدم مربع

أوافق مستخدم



36037/2018

دائرة الأراضي والأماك (15) DUBAI LAND DEPARTMENT

- 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

1 / 1

- رقم كود برن بيانات المبيعة الرقمية على البلوكتشين
- هذه الشهادة مسورة إلكترونياً ولا تحتاج إلى توقيع
- أي دخل أو تعديل في الشهادة يجعلها باطلة
- يمنع الاحتفاظ بهذه الشهادة من قبل أي طرف آخر من غير المالكين

مساحة الأرض: 16192,14 متر مربع

مساحة الأرض بالقدم المربع: 174,250,74

رقم الأرض: 120

رقم البلدية: 337 - 2220

المساحة الكلية بمتر مربع: 16192,14

المساحة الكلية بالقدم المربع: 174,250,74

أرقام و أسماء الملاك وحصصهم:

شركة مركز دبي التجاري العالمي أملاكها
شركة مركز دبي التجاري العالمي شركة لشخص الواحد
ش.ذ.م.م

(172397) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C

المساحة بالمتر المربع \ Area (Sq Meter) : 16192,14

المساحة بالقدم المربع \ Area (Sq Meter) : 174,250,74

أرقام و أسماء الملاك وحصصهم:

شركة مركز دبي التجاري العالمي أملاكها
شركة مركز دبي التجاري العالمي شركة لشخص الواحد
ش.ذ.م.م

(172397) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C

مساحة الأرض: 16192,14 متر مربع

مساحة الأرض بالقدم المربع: 174,250,74

رقم الأرض: 120

رقم البلدية: 337 - 2220

المساحة الكلية بمتر مربع: 16192,14

المساحة الكلية بالقدم المربع: 174,250,74

أرقام و أسماء الملاك وحصصهم:

شركة مركز دبي التجاري العالمي أملاكها
شركة مركز دبي التجاري العالمي شركة لشخص الواحد
ش.ذ.م.م

(172397) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C

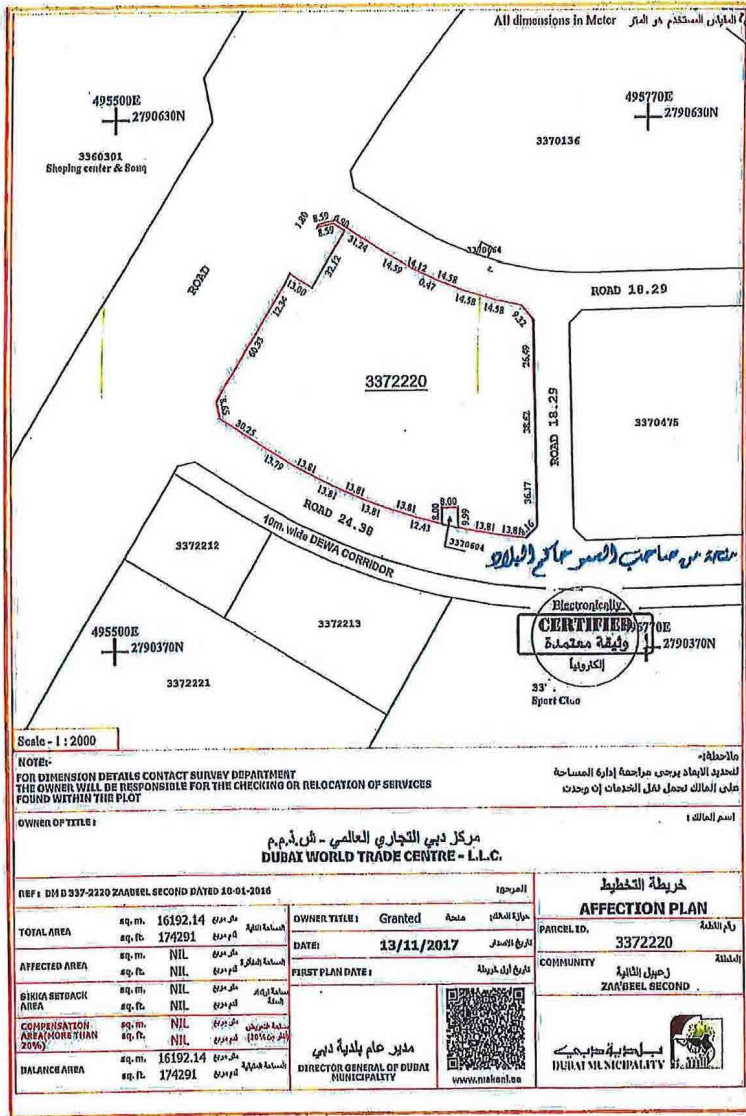
المساحة بالمتر المربع \ Area (Sq Meter) : 16192,14

المساحة بالقدم المربع \ Area (Sq Meter) : 174,250,74

أرقام و أسماء الملاك وحصصهم:

شركة مركز دبي التجاري العالمي أملاكها
شركة مركز دبي التجاري العالمي شركة لشخص الواحد
ش.ذ.م.م

(172397) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C



شهادة ملكية عقار

Title Deed

Issue Date	05/09/2018	تاريخ الإصدار
Mortgage Status:	Not mortgaged غير مرهولة	حالة الرهن:
Property Type:	Land أرض	نوع العقار:
Community:	Zaabeel Second رصيف الثانية	المطقة:
Plot No:	121	رقم الأرض:
Municipality No:	337 - 2221	رقم البلدية:
Area Sq Meter :	19133,15	المساحة الكلية متر مربع :
Area Sq Feet :	205,947,51	المساحة الكلية بالقدم المربع :

Owners numbers and their shares	المساحة بالمتر المربع \ Area (Sq Meter)	أرقام و أسام الملاك و حصصهم:
(172397) DUBAI WORLD TRADE CENTER OWNED BY DUBAI WOLRO TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C	19133,15	شركة مركز دبي التجاري العالمي (172397) مسجلة مركز دبي التجاري العالمي شركة لشخص الواحد ش.ذ.م.م

أولاً والمعلم من صاحب السمو الشيخ محمد بن راشد آل مكتوم بخاتمة
١٨-١٦-٢٠١٨م.
المساحة الإجمالية المباعة طبقاً لتكث المعايير () قدم مربع

Approved Signature توقيع معتمد



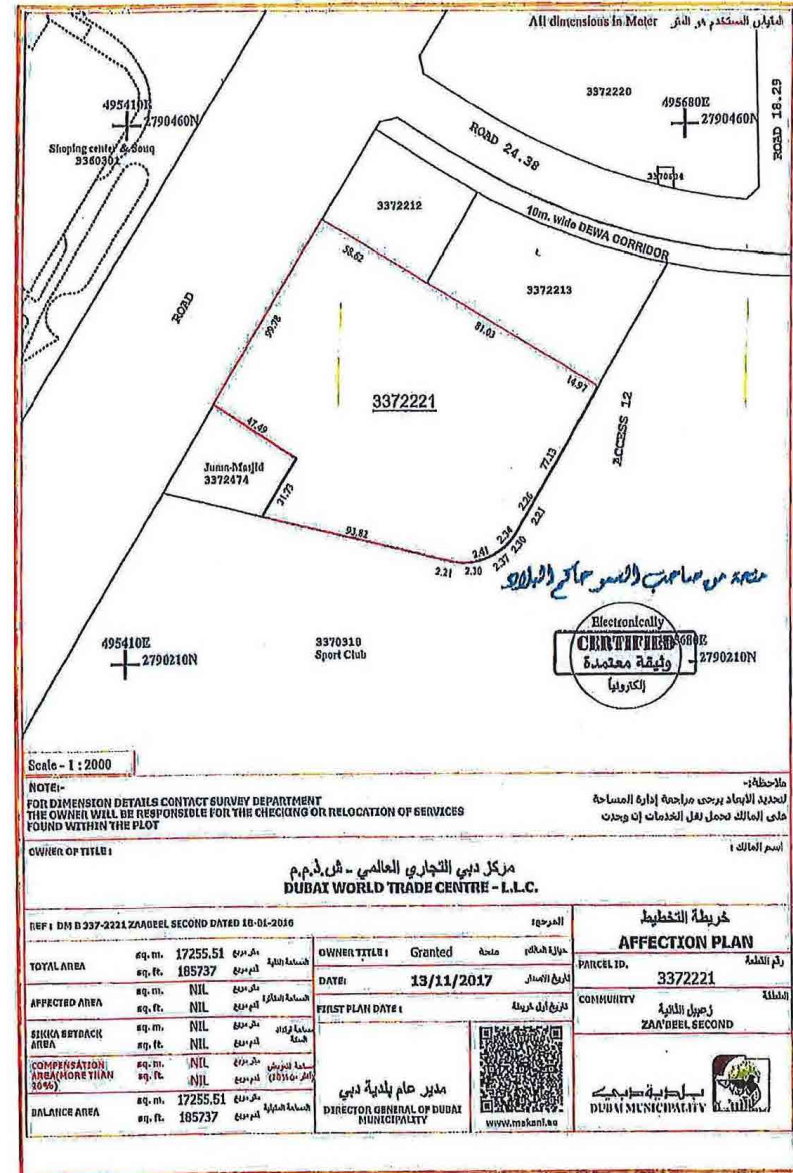
35930/2010

دائرة الأراضي والأموال (030) DUBAI LAND DEPARTMENT

- Digital data of this certificate is securely stored on blockchain
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- Any changes in the certificate make it void
- It is prohibited to hold this certificate by any other party

1 / 1

- رقم الإعلان يثبت البرهان الرقمي على البلوكتين
- هذه الشهادة مخرجة إلكترونياً ولا تحتاج إلى توقيع
- في حال وجود أي تغيير في الشهادة تصبح لاغية
- يمنع الاحتفاظ بهذه الشهادة من قبل أي طرف آخر من غير المذكورين



المعلومات التخطيطية لقطعة الأرض رقم 3372221 كما يلي:

الإستعمال:	RC2/E	تجاري , مكاتب , سكني
الارتفاع:	RC2/E	غير محدد الإرتفاع
المواقف:	RC2/E	موقف لكل شقة و لكل استوديو و مواقف لكل شقة تزيد مساحتها عن 150 متر مربع و موقف لكل 70 متر مربع من الإستعمال التجاري و موقف لكل 50 متر مربع للإستعمال المكثف
الارتداد:	RC2/E	ربع الإرتفاع من الجوار ومن منتصف السبوك و بحد أقصى 7,5 متر و بحد أدنى 3 متر
ملاحظات:	RC2/E	يجب الحصول على موافقة هيئة دبي للطيران المدني..

المتسوپ المرجعي = (30) سم من متسوپ أي طريق قائم مجاور يتحمل المالك تكاليف نقل خطوط الخدمات إن وجدت

هذه المعلومات التخطيطية سارية المفعول عالم لتعارض مع التفسيرات التخطيطية المعدلة، و التأكد من صلاحيتها قبل أي بيع أو شراء يرجى الدخول إلى موقع البلدية الإلكتروني (www.dubai.gov.ae) واستخدام تطبيق تصنيف الأراضي أو من خلال تطبيق DUBAI (www.dubai.gov.ae) لتحميل تطبيق تصنيف الأراضي، و التأكد من أنه سيتم تفعيله للتحقق من صلاحيته عند استخدامه. يرجى زيارة الموقع الإلكتروني للحصول على مزيد من المعلومات. يرجى زيارة الموقع الإلكتروني للحصول على مزيد من المعلومات. يرجى زيارة الموقع الإلكتروني للحصول على مزيد من المعلومات.

شهادة ملكية عقار
Title Deed

05/09/2018
Issue Date

Not mortgaged
Mortgage Status: غير مرهونة

Land أرض
Property Type:

Zaabeel Second رعيل الثانية
Community:

122
Plot No:

337 - 136
Municipality No:

25770.67
Area Sq Meter:

277,393.18
Area Sq Foot:

تاريخ الإصدار:
حالة الرهن:
نوع العقار:
المنطقة:
رقم الأرض:
رقم البلدية:
المساحة الكلية مكر مربع:
المساحة الكلية بالتقدم المربع:

أرقام و أسماء الملاك و حصصهم:
المساحة بالمتر المربع \ Area (Sq Meter)
172397 شركة مركز دبي التجاري العالمي لملكيها
172397 شركة مركز دبي التجاري العالمي لملكيها
ملطة مركز دبي التجاري العالمي شركة للشخص الواحد
ش.م.م
OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY L.L.C

الت بالمقام من صاحب السبق محمد بن راشد آل مكتوم بتاريخ ٢٠١٦-١١-١٨

توقيع محمد

Approved Signature

دائرة الأراضي والأعمال
Land Department
رقم الهاتف: 811

95034/2010

DUBAI LAND DEPARTMENT (811) دائرة الأراضي والأعمال

1 / 1

- Digital data of this certificate is securely stored on blockchain
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و قد تم تخزين بيانات الشهادة إلكترونيًا على البلوكشين
- هذه الشهادة صيغت إلكترونيًا ولا تتطلب توقيع
- أي تغييرات في الشهادة تجعلها باطلة
- يمنع الاحتفاظ بهذه الشهادة من قبل أي طرف آخر غير المالكين

Resolution No. (8) of 2016

Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai⁽¹⁾

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,

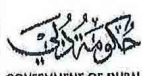

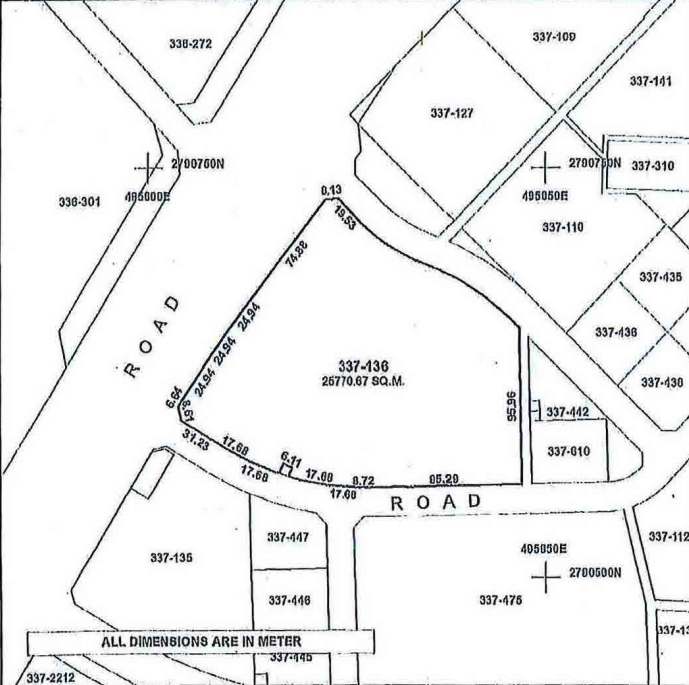
Do hereby issue this Resolution.

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 Matar (521);

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 400 of 14/07/2016.

 GOVERNMENT OF DUBAI		 دائرة الأراضي والأملاك Land Department	
NAME: DUBAI WORLD TRADE CENTER OWNED BY DUBAI WORLD TRADE CENTER AUTHORITY ONE PERSON COMPANY LLC		الاسم: شركة بركل دبي التجاري لمالكها سلطة بركل دبي التجاري العالمي شركة أشخاص الواحد، ش.م.م.	
PLOT NO: 122 (337-136)		رقم القطعة: 122	
BLOCK: ZAABEEL SECOND (337)		المنطقة: زميل الثانية (337)	
TOTAL AREA: 26770/67 SQ.M. (277393/10 SQ.FT.)		مجموع المساحة:	
			
ALL DIMENSIONS ARE IN METER			
PROJECT: STATUS: Vacant		PLOT SITE PLAN	
SUBDIVIDED FROM:		MAP REF. NO.: 45683336/2010	
REFERENCE: As Per Planning		DATED: 05/09/2010	
PREVIOUS REG:		ORIGIN: Granted	
PLAN TYPE: THEORETICAL		وثيقة معتمدة إلكترونياً CERTIFIED Electronically	
RESURVEYED BY:		DATED:	
DEVELOPER REF:		SCALE: 1:2600	
PREPARED BY: مكي لافي المروري		ISSUED ON: 05/09/2010	

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

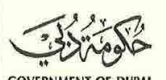
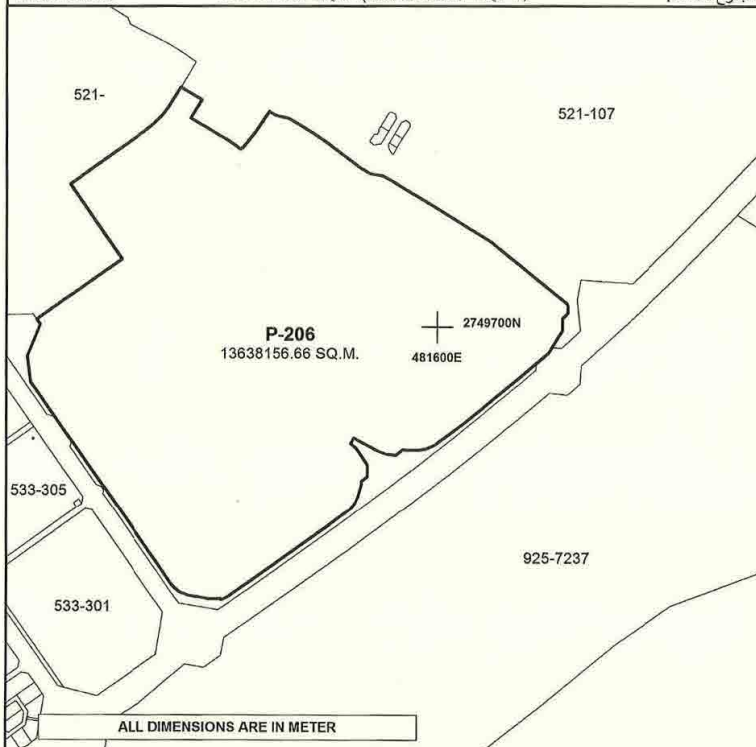


Article (3)


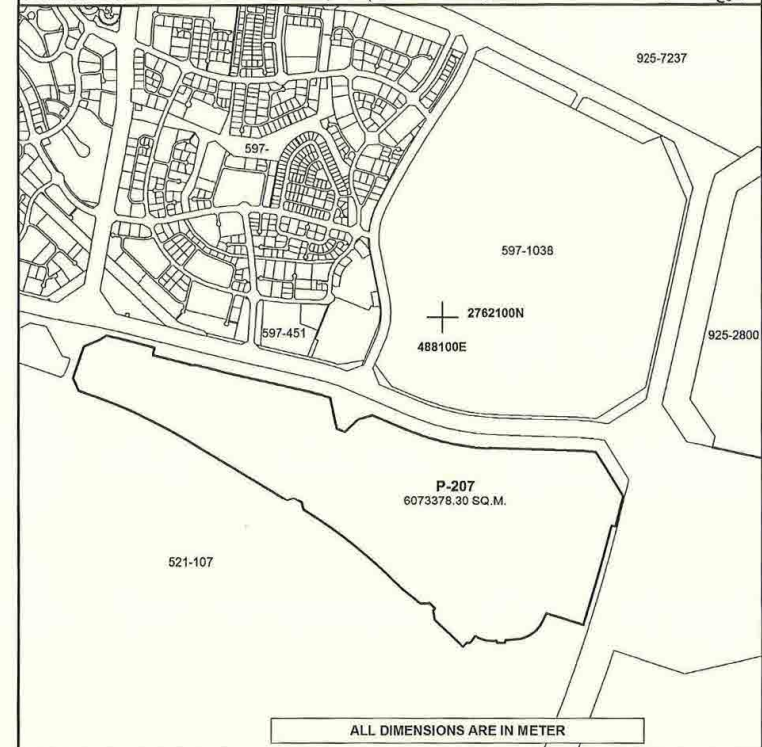


This Resolution comes into force on the day on which it is issued, and will be published in the Official Gazette.

Mohammed bin Rashid Al Maktoum
Ruler of Dubai

Issued in Dubai on 9 June 2016
Corresponding to 4 Ramadan 1437 A.H.

حكومة دبي GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department			
NAME: DUBAI AVIATION CITY CORPORATION		الاسم: مؤسسة مدينة دبي للطيران			
PLOT NO: 205 (521-0)		رقم القطعة: 205			
BLOCK: MADINAT AL MATAAR (521)		المنطقة: مدينة المطار (521)			
TOTAL AREA: 12428106/48 SQ.M. (133775024/59 SQ.FT.)		مجموع المساحة:			
ALL DIMENSIONS ARE IN METER					
PROJECT: DUBAI WORLD CENTRAL (DLC) STATUS: Vacant		PLOT SITE PLAN			
SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR		 APPROVED BY Survey Section رقم الوثيقة: 747 Emp. No. 747			
REFERENCE: As Per Planning				DATED: 24/01/2016	
PREVIOUS REG:				ORIGIN: Private	
PLAN TYPE: THEORETICAL					
SUBDIVIDED BY:				DATED:	
DEVELOPER REF: DW-C-004		SCALE: 1:40000			
PREPARED BY: حصة سيف النويلة		ISSUED ON: 24/01/2016			

 دارة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الاسم: مؤسسة مدينة دبي للطيران
PLOT NO: 206 (521-0)	رقم القطعة: 206
BLOCK: MADINAT AL MATAAR (521)	المنطقة: مدينة المطار (521)
TOTAL AREA: 13638156/66 SQ.M. (146799896/31 SQ.FT.)	مجموع المساحة:
 <p>521- 521-107</p> <p>P-206 13638156.66 SQ.M.</p> <p>2749700N 481600E</p> <p>533-305 533-301 925-7237</p> <p>ALL DIMENSIONS ARE IN METER</p>	
PROJECT: DUBAI WORLD CENTRAL (DLC) STATUS: Vacant	PLOT SITE PLAN  APPROVED BY SURVEY SECTION رقم الترخيص: 747 Emp. No. 747
SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR	
REFERENCE: As Per Planning DATED: 24/01/2016	
PREVIOUS REG: ORIGIN: Private	
PLAN TYPE: THEORETICAL	
SUBDIVIDED BY: DATED:	
DEVELOPER REF: DWC-GD-005 SCALE: 1:50000	
PREPARED BY: حصة سيف الطويلة ISSUED ON: 24/01/2016	

 دارة الأراضي والأملاك Land Department	
NAME: DUBAI AVIATION CITY CORPORATION	الاسم: مؤسسة مدينة دبي للطيران
PLOT NO: 207 (521-0)	رقم القطعة: 207
BLOCK: MADINAT AL MATAAR (521)	المنطقة: مدينة المطار (521)
TOTAL AREA: 6073378/30 SQ.M. (65373299/85 SQ.FT.)	مجموع المساحة:
 <p>925-7237</p> <p>597-1038</p> <p>P-207 6073378.30 SQ.M.</p> <p>2762100N 488100E</p> <p>597-451 925-2800</p> <p>521-107</p> <p>ALL DIMENSIONS ARE IN METER</p>	
PROJECT: DUBAI WORLD CENTRAL (DLC) STATUS: Vacant	PLOT SITE PLAN  APPROVED BY SURVEY SECTION رقم الترخيص: 747 Emp. No. 747
SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR	
REFERENCE: As Per Planning DATED: 24/01/2016	
PREVIOUS REG: ORIGIN: Private	
PLAN TYPE: THEORETICAL	
SUBDIVIDED BY: DATED:	
DEVELOPER REF: DWC-RD-001 SCALE: 1:40000	
PREPARED BY: حصة سيف الطويلة ISSUED ON: 24/01/2016	

Resolution No. (14) of 2015 Adding Land to the Areas for Ownership by Non-UAE Nationals of Real Property in the Emirate of Dubai⁽¹⁾

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 of Real Property by Non-UAE Nationals in the Emirate of Dubai and its amendments,

Do hereby issue this Resolution.

Real Property Ownership Right Article (1)

Non-UAE Nationals may acquire freehold ownership rights, without time restriction, over commercial and residential real property units constructed on the following land plots, whose boundaries and areas are demarcated on the plans attached to this Resolution:

- Plot No. (21), Madinat Al Matar (521);
- Plot No. (22), Madinat Al Matar (521);
- Plot No. (23), Madinat Al Matar (521); and
- Plot No. (24), Trade Centre Second (336).

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 392 of 10/12/2015.

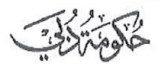
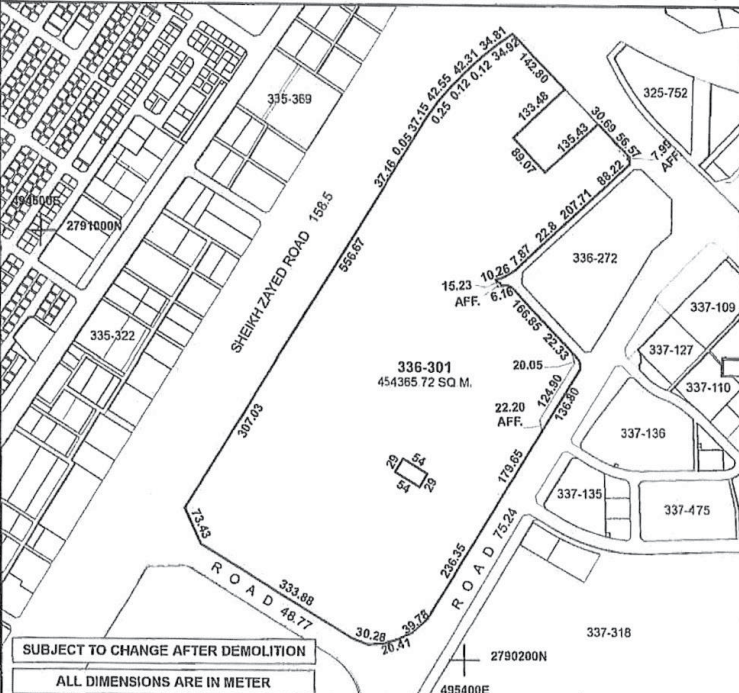

Commencement and Publication Article (2)

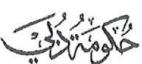
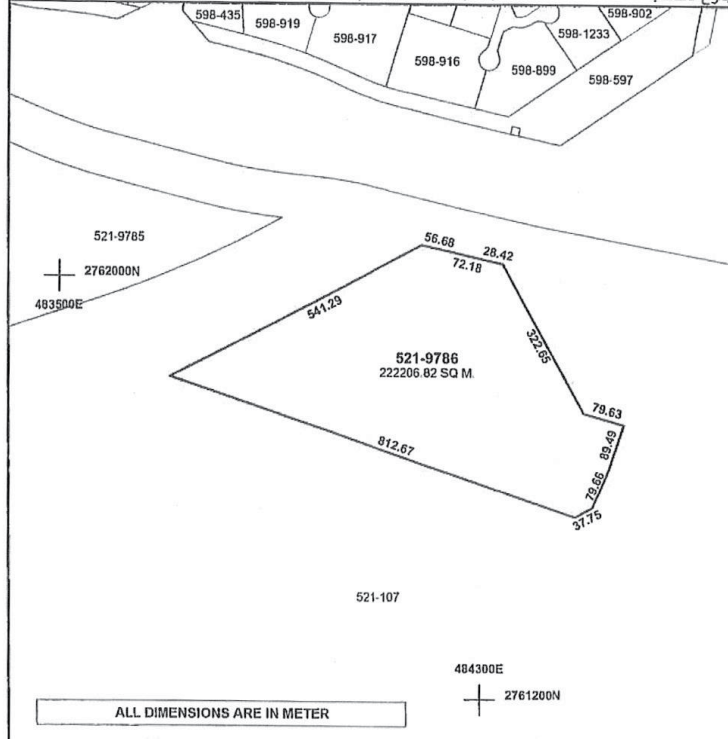

This Resolution comes into force on the day on which it is issued, and will be published in the Official Gazette.

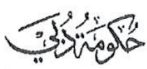
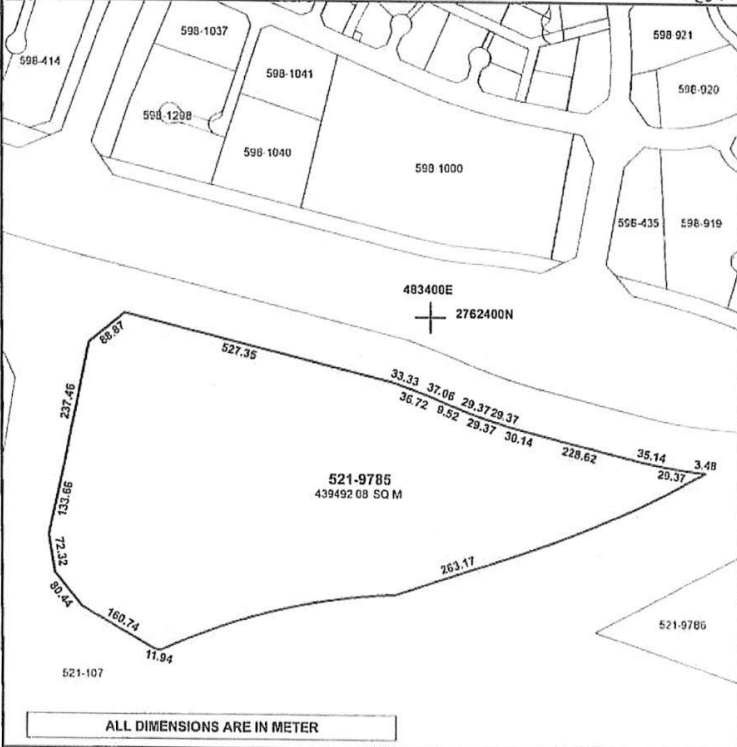

**Mohammed bin Rashid Al Maktoum
Ruler of Dubai**

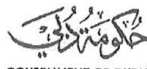
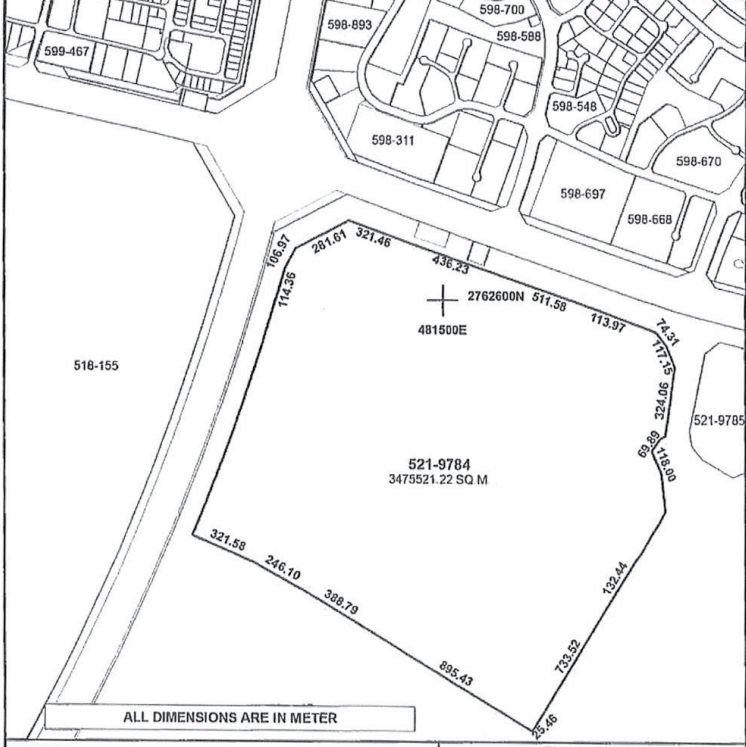

Issued in Dubai on 18 November 2015

Corresponding to 6 Safar 1437 A.H.

 دوائر الأراضي والأملاك Land Department	
NAME: DUBAI WORLD TRADE CENTER L.L.C	الاسم: مركز دبي التجاري العالمي ش ذ م م
PLOT NO: 24 (336-301)	رقم القطعة: 24
BLOCK: TRADE CENTER SECOND (336)	المنطقة: المركز التجاري الثانيه (336)
TOTAL AREA: 454365/72 SQ.M. (4890751/90 SQ.FT.)	مجموع المساحة:
AFFECTED 2500/87 SQ.M. (26919/14 SQ.FT.)	المثارة
BALANCE 451864/85 SQ.M. 4863832/76 SQ.FT.)	الباقى
	
SUBJECT TO CHANGE AFTER DEMOLITION ALL DIMENSIONS ARE IN METER	
PROJECT: STATUS Existing Building	PLOT SITE PLAN  APPROVED BY SURVEY SECTION رقم الوصف: 536 Em. No. 536
SUBDIVIDED FROM:	
REFERENCE: DM. Alf. Plan 336-301 DATED: 26/02/2012	
PREVIOUS REG: ORIGIN Granted	
PLAN TYPE: THEORETICAL	
RESURVEYED BY: DATED	
DEVELOPER REF: SCALE: 1 8000	
PREPARED BY: منى ناس المهيدي ISSUED ON: 06/08/2015	

 دوائر الأراضي والأملاك Land Department	
NAME: DUBAI WORLD TRADE CENTER L.L.C	الاسم: مركز دبي التجاري العالمي 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	PLOT SITE PLAN  APPROVED BY SURVEY SECTION رقم الوصف: 536 Em. No. 536
SUBDIVIDED FROM: P.3 (521-107) MADINAT AL MATAAR	
REFERENCE: As Per Planning DATED: 30/07/2015	
PREVIOUS REG: P.4313 JABAL ALI ORIGIN Private	
PLAN TYPE: THEORETICAL	
RESURVEYED BY: DATED	
DEVELOPER REF: DWG-EC-A3 SCALE: 1 8000	
PREPARED BY: منى ناس المهيدي ISSUED ON: 30/07/2015	

 GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department	
NAME: DUBAI WORLD TRADE CENTER LLC		الاسم: مركز دبي التجاري العالمي 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:	
 <p>ALL DIMENSIONS ARE IN METER</p>			
PROJECT: STATUS Vacant		PLOT SITE PLAN  APPROVED BY SURVEY SECTION دائرة الأراضي والأملاك Land Department رقم الوصف: 155 Emp. No. 155	
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: عمار محمد الهادي ISSUED ON 05/08/2015			

 GOVERNMENT OF DUBAI		دائرة الأراضي والأملاك Land Department	
NAME: DUBAI WORLD TRADE CENTER LLC		الاسم: مركز دبي التجاري العالمي ش ذ م م	
PLOT NO: 21 (521-9784)		رقم القطعة: 21	
BLOCK: MADINAT AL MATAAR (521)		المنطقة: مدينة المطار (521)	
TOTAL AREA: 3475521/22 SQ.M. (37410199/= SQ.FT.)		مجموع المساحة:	
 <p>ALL DIMENSIONS ARE IN METER</p>			
PROJECT: STATUS Vacant		PLOT SITE PLAN  APPROVED BY SURVEY SECTION دائرة الأراضي والأملاك Land Department رقم الوصف: 536 Emp. No. 536	
SUBDIVIDED FROM P.3 (521-107) MADINAT AL MATAAR			
REFERENCE: As Per Planning DATED 30/07/2015			
PREVIOUS REG: P.4311 JABAL ALI ORIGIN Private			
PLAN TYPE: THEORETICAL			
RESURVEYED BY: DATED:			
DEVELOPER REF: DWC-EC-A1 SCALE 1:20000			
PREPARED BY: منى نسي الهادي ISSUED ON 30/07/2015			

Resolution No. (2) of 2013

Authorising the Branch of Emirates REIT (CEIC) Limited to Own Real Property in the Emirate of Dubai⁽¹⁾

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;

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

Commercial Licence No. (CL 0997) issued by Dubai International Financial Centre for Emirates REIT (CEIC) Limited; and

Trade Licence No. (668330) issued by the Department of Economic Development for the Branch of Emirates REIT (CEIC) Limited (Branch of a Free Zone Company),

Do hereby issue this Resolution.

Article (1)

The branch of Emirates REIT (CEIC) Limited (Branch of a Free Zone Company) is hereby authorised to own real property in all areas in the Emirate of Dubai, provided that:

1. the real property is registered in the name of the above-mentioned branch;

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 366 of 28/02/2013.

2. the shares owned by the nationals of the United Arab Emirates and the Gulf Cooperation Council states constitute no less than fifty one percent (51%) of the total shares of the parent company; and
3. the closure of the branch or liquidation of the parent company does not lead to owning real property by other than the nationals of the United Arab Emirates or of the Gulf Cooperation Council states outside of the freehold areas in the Emirate.

Article (2)

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

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

Issued in Dubai on 19 February 2013

Corresponding to 9 Rabi al-Thani 1434 A.H.

Regulation No. (3) of 2012

Adding New Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai⁽¹⁾

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 of Real Property by Non-UAE Nationals in the Emirate of Dubai and its amendments,

Do hereby issue this Regulation.

Article (1)

A non-UAE national may acquire the right of usufruct for a period up to ninety nine (99) years over the Real Property existing in plot No. (2780-251), Mirdif, and whose boundaries and area are demarcated in the plan annexed to this Regulation.

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 364 of 16/12/2012.

Article (2)

This Regulation comes into force on the day on which it is issued, and will 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.

Regulation No. (2) of 2012 Adding New Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai⁽¹⁾

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

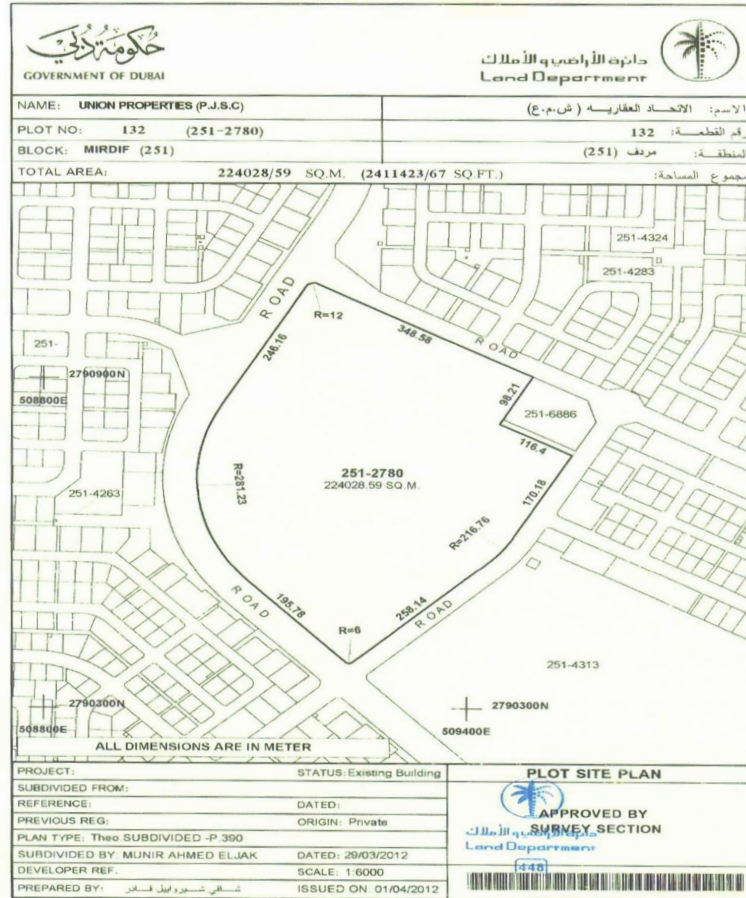
Regulation No. (3) of 2006 Determining Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai and its amendments,

Do hereby issue the following Regulation.

Article (1)

A non-UAE national may acquire the right of usufruct for a period up to eighty-five (85) years over the Real Property existing on the Land Plot No. (1) located within Dubai Investment Park First, and the Land Plot No. (1) located within Dubai Investment Park Second, whose boundaries and areas are demarcated in the plans attached to this Regulation.

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 361 of 22/07/2012.



حكومة دبي
دائرة الأراضي و الأملاك
GOVERNMENT OF DUBAI
LANDS DEPARTMENT

NAME	GOVERNMENT OF DUBAI		حكومة دبي		الاسم
PLOT NO.	1	(597)			رقم القطعة 1
BLOCK	DUBAI INVESTMENT PARK SECOND		مجمع دبي للاستثمار الثاني		المنطقة
TOTAL AREA	188507624/=	SQ.FT. 17512948/28 SQ.M.	متر مربع 17512948/28	قدم مربع 188507624/=	مجموع المساحة
AFFECTED	SQ.FT.	SQ.M.	متر مربع	قدم مربع	المتأثرة
BALANCE	SQ.FT.	SQ.M.	متر مربع	قدم مربع	الباقية

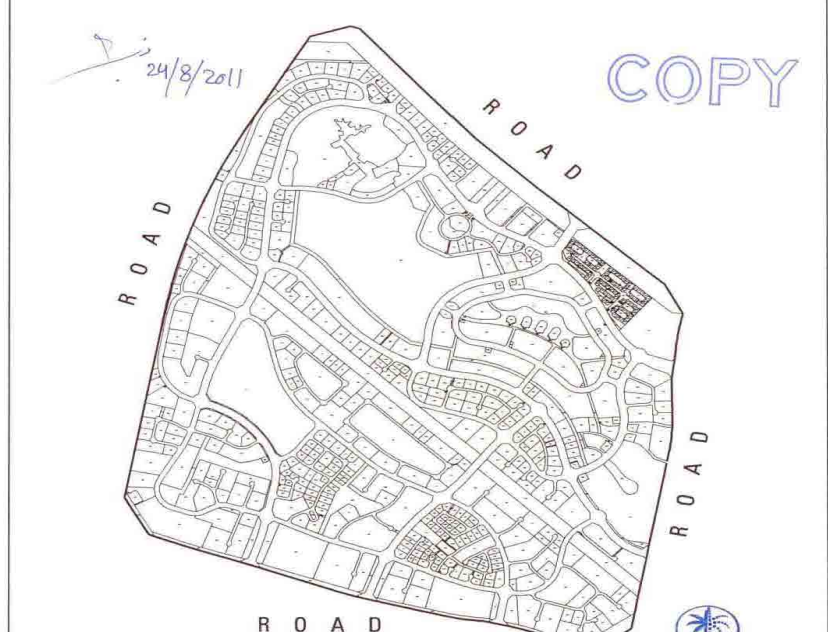


AREA AS PER PLANNING ISSUED FOR REGISTRATION PURPOSE ONLY.
THEORETICAL PLAN.

AFFECTION PLAN SITE PLAN	DATED	RESURVEYED SUBDIVIDED POINT FIXED BY:	EQUALISED AMALGAMATED THEORETICAL DATED:	
OLD NUMBER:	NTS	ORIGIN	GRANTED	
PREPARED BY:	تبركات صبيح علي	[Signature]		
DATED:	23-08-2011	[Signature]		
ISSUED ON:	23-08-2011	CHECKED BY:	CHIEF SURVEYOR	DIRECTOR

حكومة دبي
دائرة الاراضي و الأملاك
GOVERNMENT OF DUBAI
LANDS DEPARTMENT

NAME	GOVERNMENT OF DUBAI		حكومة دبي		الاسم
PLOT NO.	1	(598)			رقم القطعة 1
BLOCK	DUBAI INVESTMENT PARK FIRST		مجمع دبي للاستثمار الاولى		المنطقة
TOTAL AREA	167610540/=	SQ.FT. 15571543/77 SQ.M.	متر مربع 15571543/77	قدم مربع 167610540/=	مجموع المساحة
AFFECTED	SQ.FT.	SQ.M.	متر مربع	قدم مربع	المتأثرة
BALANCE	SQ.FT.	SQ.M.	متر مربع	قدم مربع	الباقية

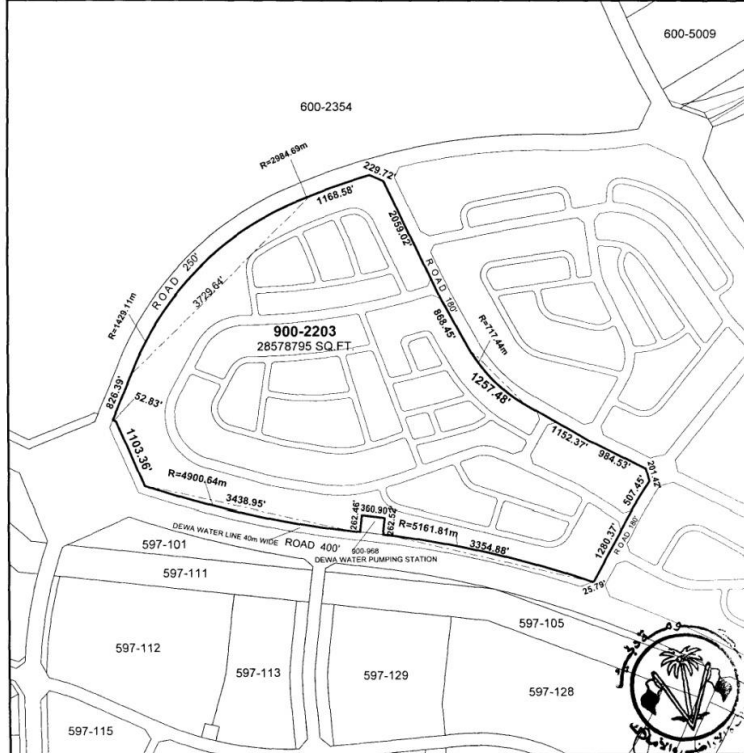


AREA AS PER PLANNING ISSUED FOR REGISTRATION PURPOSE ONLY.
THEORETICAL PLAN.

AFFECTION PLAN SITE PLAN	DATED	RESURVEYED SUBDIVIDED POINT FIXED BY:	EQUALISED AMALGAMATED THEORETICAL DATED:	
OLD NUMBER:	NTS	ORIGIN	GRANTED	
PREPARED BY:	تبركات صبيح علي	[Signature]		
DATED:	23-08-2011	[Signature]		
ISSUED ON:	23-08-2011	CHECKED BY:	CHIEF SURVEYOR	DIRECTOR



NAME: EMAAR PROPERTIES (PJSC)	الاسم: اعمار العقارية - شركة مساهمة عامة
BLOCK AL LUSAILY (900)	المنطقة اللسيلي (900)
PLOT NO. 126	رقم القطعة 126
TOTAL AREA 28578795/= SQ.FT(2655059/50 SQ.M.)	مجموع المساحة 28578795/= قدم مربع(2655059/50 متر مربع)



REFERENCE: DM Site Plan 900-2203	Theoretical	HEAD OF SECTION
DATED: 27/03/2006	PID: 900-2203	
PREVIOUS REG:	BY:	CHECKED BY
SCALE: 1:20000	DATED:	
ORIGIN: GRANTED	STATUS: Open Plot	ISSUED ON: 23/01/2007
PREPARED BY: شفيق شيروفيل فادر	ISSUED ON: 23/01/2007	

Regulation No. (1) of 2011 Adding New Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai⁽¹⁾

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 Specifying Areas for Ownership of Real Property by Non-UAE Nationals in the Emirate of Dubai and its amendments,

Do hereby issue this Regulation.

Article (1)

The two land plots No. (126), Al Lisali area and No. (1), Me'aisam 2, whose boundaries and areas are demarcated on the maps attached to this Regulation, are hereby added to the land plots over which non-UAE nationals may acquire freehold ownership rights over Real Property without time restriction, usufruct rights, or leasehold rights for up to ninety nine (99) years, under Article (3) of the above-mentioned Regulation No. (3) of 2006.

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 354 of 31/05/2011.


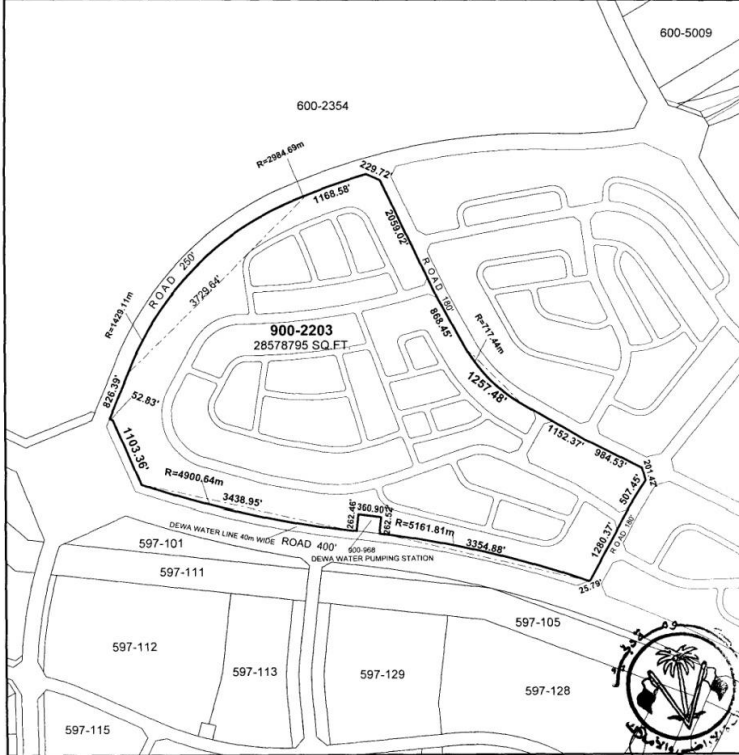


Article (2)

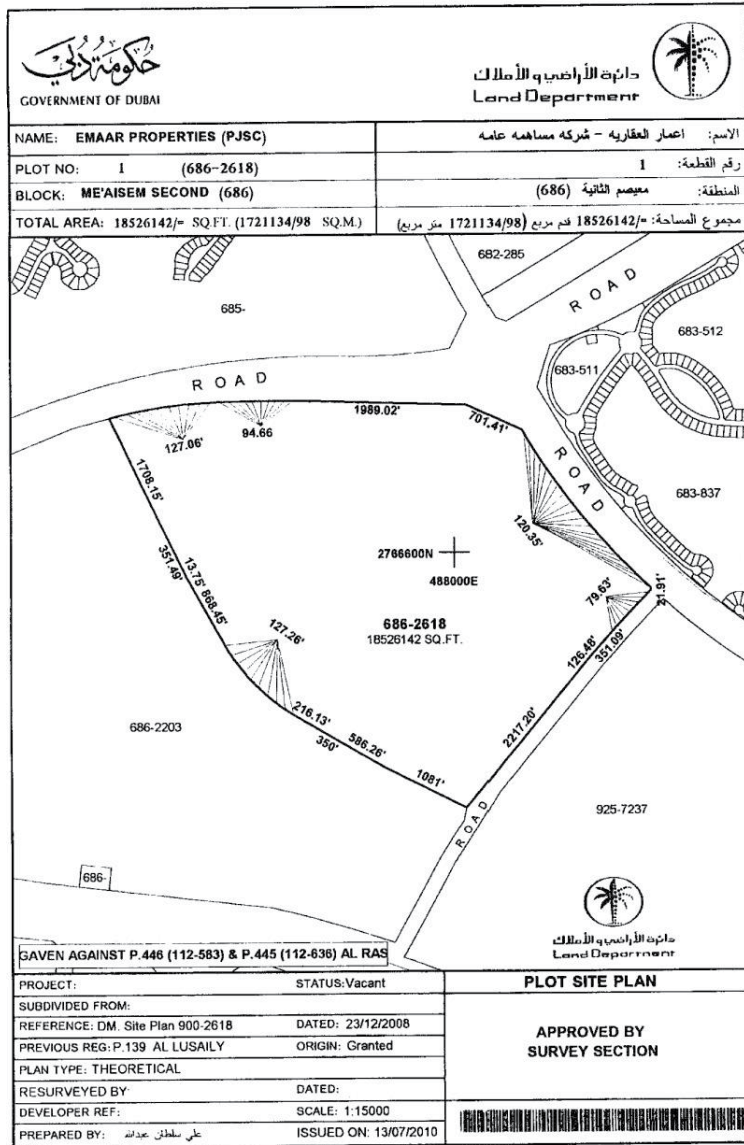
This Regulation comes into force on the day on which it is issued, and will be published in the Official Gazette.

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 الاراضي و الاملاك	
NAME: EMAAR PROPERTIES (PJSC)	الاسم: اعمار العقارية - شركة مساهمة عامه		
BLOCK AL LUSAILY (900)	المنطقة اللسيلي (900)		
PLOT NO. 126	رقم القطعة 126		
TOTAL AREA 28578795/= SQ.FT(2655059/50 SQ.M.)	مجموع المساحة 28578795/50 متر مربع(2655059/50 متر مربع)		
			
REFERENCE : DM Site Plan 900-2203	Theoretical		
DATED: 27/03/2006	PID : 900-2203	BY:	 HEAD OF SECTION
PREVIOUS REG:	DATED:		
SCALE: 1.20000	ORIGIN: GRANTED STATUS: Open Plot		 CHECKED BY
PREPARED BY: شفيق شيروفيل فخر	ISSUED ON: 23/01/2007		



Regulation No. (3) of 2006 Determining Areas for Ownership by Non- UAE Nationals of Real Property in the Emirate of Dubai⁽¹⁾

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 will 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)

For the purposes of implementing this Regulation, the following words and expressions will have the meaning indicated opposite each of them unless the context implies otherwise:

Ruler: His Highness the Ruler of the Emirate of Dubai.

Department: The Land Department.

Real Property: Anything which is fixed and cannot be moved without damage or alteration of its structure.

(1) Publication of the Official Gazette of the Emirate of Dubai - Issue No. 314 of 03/07/2006.

Article (3)

Non-UAE Nationals may acquire freehold ownership rights over Real Property without time restriction, usufruct rights, or leasehold rights for up to ninety-nine (99) years, with respect to the land plot(s) indicated opposite each of the following areas as shown by the maps issued by the Department and attached to this Regulation:

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 Rowyah 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 Jumairah Plot No. (001);
22. Nad al-Sheba Plots No. (209), (215) and (222); and
23. Warsan 1 Plot No. (002).

Article (4)⁽¹⁾

Non-UAE nationals may acquire usufruct rights or leasehold rights for up to ninety-nine (99) years in plot no. (224) of the Nad al-Sheba area as highlighted by the Department in the map attached to this Regulation.

Article (5)

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

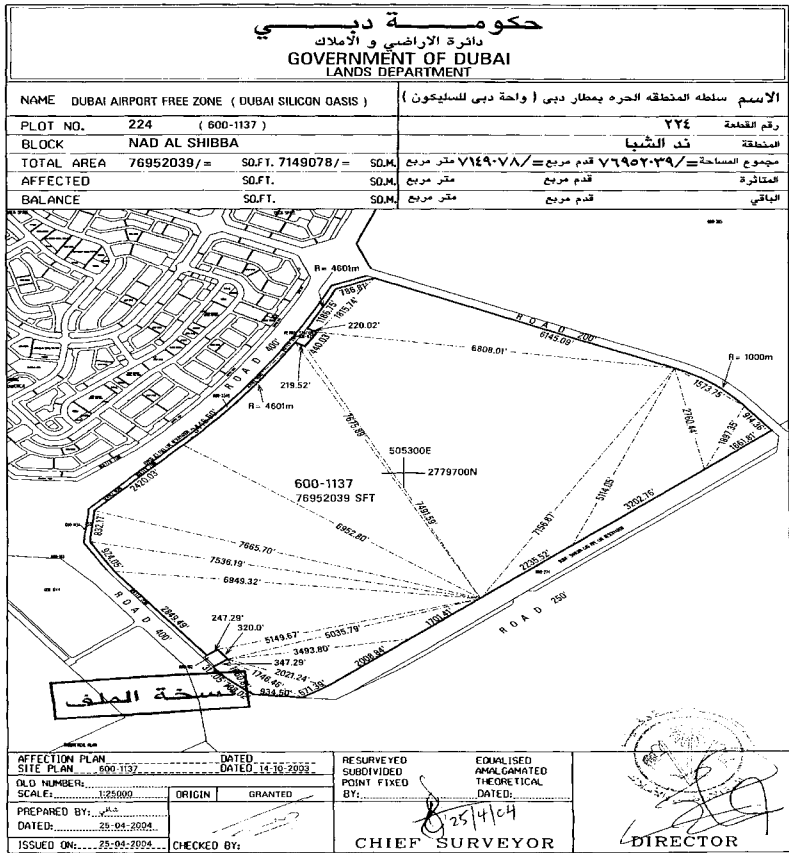
Mohammed bin Rashid Al Maktoum

Ruler of Dubai

Issued in Dubai on 7 June 2006

Corresponding to 11 Jumada al-Ula 1427 A.H.

(1) Article (4) was replaced by Regulation No. (1) of 2010 - published in the Official Gazette of the Emirate of Dubai - No. 347 of 15/04/2010.



The map is attached to Regulation (1) of 2010 amending Regulation No. (3) of 2006.



منظومة التشريعات العقارية في دبي

The Evolution of Real Property Legislation in Dubai

نسعى في معهد دبي القضائي إلى تقديم تجربة معرفية رائدة لتنمية البحث العلمي ورفد المكتبة القانونية بإنتاج معرفي متميز، خدمةً للقانونيين والعدليين وبناءً لمنظومة تنافسية مبتكرة تعكس رؤية المعهد ورسالته باعتباره معهداً قضائياً رائداً يدعم التميز العدلي والتنافسية العالمية.



معهد دبي القضائي
DUBAI JUDICIAL INSTITUTE



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/dubaijudicial