

# Electra

SALE AND PURCHASE AGREEMENT

BY

**ACUBE**  
DEVELOPMENTS

# OFF-PLAN APARTMENT SALE AND PURCHASE AGREEMENT

Project Name:	ELECTRA
Plot number:	1993
Address:	Al Barsha South Fourth, Dubai, United Arab Emirates
Emirate:	DUBAI

OFF PLAN APARTMENT SALE AND PURCHASE AGREEMENT	شقة على الخارطة اتفاقية بيع وشراء
<b>PARTICULARS:</b>	<b>البيانات:</b>
This Sale and Purchase Agreement is dated (the "Effective Date")	اتفاقية البيع والشراء هذه مؤرخة («تاريخ السريان»)
<b>(A) SELLER:</b>	<b>(1) البائع :</b>
ACUBE REAL ESTATE DEVELOPMENT LLC, a company duly incorporated under the laws of the Emirate of Dubai, with commercial license number 1033502, of PO. Box 453840, Dubai and holding RERA Developer License Number 1403, including its nominees, successors in title and assigns.	أكوب للتطوير العقاري ش.ذ.م.م.، وهي شركة تأسست حسب الأصول بموجب قوانين إمارة دبي، برخصة تجارية رقم 1033502، وعنوانها: ص. ب.: 453840، دبي ويحمل رخصة التطوير العقاري رقم 1403، وتشمل مرشحيها وخلفائها في الملكية والمعينون من قبلها.
<b>(B) BUYER:</b>	<b>(2) المشتري:</b>
1 Name: xxxxx	1 اسم: xxxxx
Contact number: + xxxxx	رقم التواصل: + xxxxx
Email: xxxxx	عنوان البريد الإلكتروني: xxxxx
Residential Address: xxxxx	عنوان السكن: xxxxx
Nationality: xxxxx	الجنسية: xxxxx
Emirates ID/Passport No: xxxxx	جواز السفر / رقم الهوية: xxxxx

<b>(C) APARTMENT:</b>			<b>(3) الشقة:</b>
Building:	ELECTRA	ELECTRA	مبنى:
Apartment Number:	Xxxxx	Xxxxx	رقم الشقة:
Floor:	Xxxxx	xxxxx	الطابق:
Type:	Xxxxx	xxxxx	النوع:
Target Area(Approx. Square Feet):	xxxxx	xxxxx	المنطقة المستهدفة تقريبا بالقدم المربع
Number of Car Parking Space(s):	Xxxxx	xxxxx	عدد الأماكن المخصصة لوقوف السيارات:
Price per Square Feet (AED):	Xxxxx	xxxxx	السعر بالقدم المربع بالدرهم الإماراتي:
RERA Project Number:	2881	2881	رقم مشروع هيئة التنظيم العقاري:
Plot Number:	1993	1993	رقم قطعة الأرض:
Draft Interior Specifications: As per Schedule C, subject to amendment by the Seller in accordance with Clause 4.4 of this Agreement. Furniture is included in the Apartment as per Schedule F.	مسودة المواصفات الداخلية: وفقا للملحق C, مع مراعاة التعديل من لبائع وفقا للبند 4.4 من هذه الاتفاقية. يوجد أثاث مشمول في الشقة وفقا قبل للملحق F		

<b>(D) PURCHASE PRICE</b>			<b>(4) سعر الشراء:</b>
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Purchase Price: AED: xxxxxx (United Arab Emirates Dirham xxxxxx ONLY ) plus VAT (if applicable)			سعر الشراء: بالدرهم الإماراتي: xxxxxx (xxxxxx درهم إماراتي فقط بالإضافة إلى ضريبة القيمة المضافة إن وجدت)
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	Payment Date	Payment Instalment (being a percentage of the Purchase Price)	AED plus VAT (if applicable)	بالدرهم الإماراتي بالإضافة إلى ضريبة القيمة المضافة إن وجدت	قسط الدفع بنسبة مئوية من سعر الشراء	تاريخ الدفع	
1	01/01/2025	100 % of DLD Registration Fees plus Administration charges of AED 3,653.00 plus VAT Oqood Charges of AED 1,093.00 plus VAT	49,444.28 3,835.65 1,093.00	49,444.28 3,835.65 1,093.00	100% من رسوم تسجيل دائرة الأراضي والأماك زائد رسوم إدارية بقيمة 3,653.00 درهمًا إماراتيًا بالإضافة إلى ضريبة القيمة المضافة رسوم عقود بقيمة 1,093.00 درهمًا إماراتيًا بالإضافة إلى ضريبة القيمة المضافة	01/01/2025	1
2	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	2
3	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	3
4	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	4
5	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	5
6	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	6
7	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	7
8	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	8
9	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	9
10	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	10
11	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	11
12	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	12
13	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	13

14	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	14
15	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	15
16	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	16
17	xxxxx	xxx.0% of the Purchase Price	Xxxxxx	xxxxxx	من سعر الشراء xxx.0%	Xxxxxx	17

<b>(F) ANTICIPATED HANDOVER DATE:</b>		<b>(6) تاريخ التسليم المتوقع:</b>	
Q2 - 2027 as may be accelerated or extended in accordance with Clause 5		Q2 - 2027 يمكن تعجيل تاريخ التسليم أو تمديده وفقاً للبند 5.	
<b>(G) PERMITTED USE:</b>		<b>(7) الاستخدام المسموح به:</b>	
The use of the Apartment is for a single family residential occupation only, in accordance with Applicable Laws and this Agreement.		يتم استخدام الشقة لغرض سكني لعائلة واحدة فقط، وفقاً للقوانين المعمول بها ووفقاً لهذه الاتفاقية.	
<b>(H) ESCROW ACCOUNT</b>		<b>(8) حساب ضمان:</b>	
The escrow account registered with RERA is as specified below:		حساب الضمان المسجل لدى هيئة التنظيم العقاري على النحو المحدد أدناه:	
Account Name: ELECTRA ESCROW ACCOUNT		اسم الحساب: ELECTRA ESCROW ACCOUNT	
Bank Name: EMIRATES NBD BANK (P.J.S.C)		اسم البنك: EMIRATES NBD BANK (P.J.S.C)	
Branch Address: GOLD BRANCH, JLT, DUBAI, UAE		عنوان الفرع: GOLD BRANCH, JLT, DUBAI, UAE برانش، م.د.م.س.	
IBAN: AE700260000205806681607		رقم الحساب المصرفي الدولي: AE700260000205806681607	
Account Number: 0205806681607		رقم الحساب: 0205806681607	
SWIFT: EBILAEAD		سويفت: EBILAEAD	
Reference: xxx		شقة: xxx	
<b>(I) ESTIMATED SERVICE CHARGES</b> (subject to the Disclosure Statement in accordance with the Jointly Owned Property Law):		<b>(9) رسوم الخدمة المقدرة</b> (بموجب بيان الإفصاح وفقاً لقانون الملكية المشتركة):	
<b>Year 1:</b> being the first financial year of the operation and management of the Common Parts of the Building	Service Charges: AED 16.00 per square foot.	السنة الأولى: وهي السنة المالية الأولى لتشغيل وإدارة الأجزاء المشتركة للمبنى	رسوم الخدمات: 16.00 درهمًا إماراتياً للقدم المربع.
<b>Year 2:</b> being the second financial year of the operation and management of the Common Parts of the Building	Service Charges: AED 16.00 per square foot.	السنة الثانية: وهي السنة المالية الثانية لتشغيل وإدارة الأجزاء المشتركة للمبنى	رسوم الخدمات: 16.00 درهمًا إماراتياً للقدم المربع.
<b>(J) DLD REGISTRATION FEES</b> The Seller is to pay 0% of the DLD Registration Fees. The Buyer is to pay 100% of the DLD Registration Fees		<b>(10) رسوم التسجيل في دائرة الأراضي والأملاك</b> يجب على البائع دفع 0% من رسوم التسجيل في دائرة الأراضي والأملاك.  يجب على المشتري دفع 100% من رسوم التسجيل في دائرة الأراضي والأملاك.	

## **TERMS AND CONDITIONS:**

### **1. SALE OF THE APARTMENT**

The Seller agrees to sell to the Buyer, and the Buyer agrees to purchase from the Seller, the Apartment upon the terms and conditions of this Agreement.

### **2. PURCHASE PRICE AND PAYMENT**

#### **2.1. Purchase Price**

- (a) The Buyer shall pay the Purchase Price to the Seller free of exchange or variance, and without any deduction or set off in accordance with the Payment Schedule and the terms of this Agreement, and so that cleared funds are received by the Seller by the relevant due dates.
- (b) The Purchase Price does not include title deed issuance charges, DLD Registration Fees, Service Charges, Master Community Charges, visa applications and any and all other charges and expenses of any nature whatsoever in connection with the purchase of the Apartment by the Buyer.

#### **2.2. Type of Payment Schedule**

The Seller shall have the right to determine (in its absolute discretion) whether it shall grant the Buyer a [Pre-Handover Payment Plan] OR [a Post-Handover Payment Plan] as evidenced by the Seller selecting the applicable option in Paragraph (E) of the Particulars as being the applicable Payment Schedule.

#### **2.3. Method of Payment**

- (a) On or before the Effective Date, the Buyer shall provide the Seller with:
  - (i). in relation to each Payment Instalment which is due on the Effective Date a current dated managers cheque, each of which made payable to the Seller in such amount that corresponds to the relevant Payment Instalment, and on such date that is on the Effective Date; and
  - (ii). in relation to each Payment Instalment which is due on a Payment Date that is after the Effective Date, Post Dated Cheques, each of which made payable to the Seller in such amount and on such date that corresponds to, respectively, the relevant Payment Instalment and the relevant Payment Date.
- (b) All cheques provided by the Buyer under this Agreement shall be drawn on the Buyer's bank account which is open with a bank that is licensed by the Central Bank of the UAE and, to the extent that VAT is applicable, the amount of each such cheque shall be increased by the relevant amount of VAT in accordance with Clause 11.
- (c) The payment of each Payment Instalment shall be due on the corresponding Payment Date, with the Seller irrevocably authorised to, and the Seller shall promptly, deposit the relevant Post Dated Cheque for the relevant Payment Instalment on the relevant Payment Date into:
  - (i). the Escrow Account if the Seller has agreed to provide the Buyer with a Pre-Handover Payment Plan under Clause 2.2; or
  - (ii). the Escrow Account until the Handover Date and, subject to the Escrow Account Law, to the Seller's bank account thereafter (as notified by the Seller to the Buyer), if the Seller has agreed to provide the Buyer with a Post-Handover Payment Plan under Clause 2.2.
- (d) Without prejudice to the Seller's other rights under this Agreement, in the event of non-payment of a Payment Instalment on the relevant Payment Date by the Buyer pursuant to this Agreement, the Seller shall have the right to elect, in its sole discretion and by written notice to the Buyer, to cancel the Payment Schedule (whether that be the Pre-Handover Payment Plan or Post-Handover Payment Plan) and all outstanding Payment Instalment(s) shall be accelerated and shall become immediately due and payable on the date of such notice.

- (e) Notwithstanding Clause 2.3(a), in the event that the Seller grants approval in writing to the Buyer to pay the Purchase Price by way of electronic funds transfer, then the Buyer shall pay the Payment Instalments in AED by way of direct credit to the bank Account, with each direct credit to be free of exchange, currency fluctuation and/or bank charges and without any deduction or set off so as to reach the bank Account on or before the relevant Payment Date in cleared funds.

## **2.4. Late Payment Compensation**

- (a) Without prejudice to the Seller's other rights under this Agreement or Applicable Laws:
- (i). in the event of non-payment on the due date of any amount payable by the Buyer pursuant to this Agreement, the Buyer shall pay the Late Payment Fee to the Seller as compensation for the delay in payment which shall accrue on a daily basis from the due date of the payment to the date of actual payment;
  - (ii). In the event a Post Dated Cheque is returned unpaid, or in the event of non-payment of a Installment on the relevant Payment Date by 'Electronic Funds Transfer / Cash Payment or any other means of payment' by the Buyer pursuant to this Agreement, the Buyer shall pay the Seller, in addition to the Late Payment Fee, a further one time fee of AED 5,000.00 (UAE Dirhams Five Thousand) as a handling fee in relation to each returned Post Dated Cheque ("**Post Dated Cheque Handling Fee**") or in relation to each default in payment by any other means on the relevant Payment Date ("Handling Fee").
  - (iii). in the event that the Seller agrees (in its absolute discretion) to a request from the Buyer to pause the encashment of a Post Dated Cheque for 7 days, then the Buyer shall pay the Seller the Late Payment Fee per day until the Post Dated Cheque is encashed. Nothing in this Agreement shall oblige the Seller to agree to the Buyer's request to pause the encashment of a Post Dated Cheque or be deemed as a waiver of the Seller of its right to encash the relevant Post Dated Cheque or enforce any of its rights under this Agreement or under Applicable Laws.
- (b) Each payment made by the Buyer to the Seller shall be allocated first to the discharge of any penalties, then to the payment of any other amounts due under this Agreement and thereafter to the reduction of the Purchase Price.

## **2.5. Money laundering and sanctions**

The Buyer represents, undertakes and warrants to the Seller that:

- (a) all funds utilised by the Buyer in respect of the payment of the Purchase Price and all other payments under this Agreement are derived from legitimate sources and are not related to proceeds of crime or money laundering or from a Sanctioned Person or a Sanctioned Country, either directly or indirectly;
- (b) neither the Buyer, nor any director or officer of the Buyer, is a Sanctioned Person; and
- (c) the Apartment shall not be used by the Buyer for any activities, business, transactions or dealings with, or for the benefit of any Sanctioned Person or in any Sanctioned Country, unless permitted by applicable Sanctions Laws.

## **2.6. Buyer's obligation to purchase not subject to finance**

The Buyer acknowledges and agrees that this Agreement is not subject to the Buyer obtaining a loan or financing in any form whatsoever from a bank or any other financial institution for the Purchase Price or any part thereof and that failure to obtain such loan or financing shall not relieve the Buyer of any of its obligations under this Agreement, which continue in full force and effect from the Effective Date.

## **3. REGISTRATION ON OQOOD**

- 3.1. As soon as practicable after the Effective Date, and provided that the Buyer has complied with its obligations under this Agreement, the Seller shall lodge this Agreement for registration on the Oqood Interim Property Register subject to:



(a) the Seller receiving, in cleared funds, the 100% of the DLD Registration Fees from the Buyer in accordance with the Payment Schedule; and

(b) the Buyer promptly completing and signing any documentation required to register this Agreement on the Oqood Interim Property Register.

**3.2.** The Seller shall pay 0% of the DLD Registration Fees and the Buyer shall be responsible to pay 100% of the DLD Registration Fees as provided in Paragraph (J) of the Particulars and the Buyer is to pay in full all other fees, taxes and charges levied by a Relevant Authority in respect of, or in connection with, this Agreement. The Buyer indemnifies the Seller against all costs, claims or liabilities that arise due to the Buyer failing to pay the DLD Registration Fees as provided in Paragraph (J) of the Particulars and all other fees, taxes and charges levied on this Agreement by a Relevant Authority.

**3.3.** The Buyer acknowledges and agrees that in the event the Buyer breaches any of its obligations under this Agreement, then the Seller shall instruct the DLD to de-register this Agreement from the Oqood Interim Property Register in accordance with Clause 19.1(b)(iv).

#### **4. CONSTRUCTION OF THE APARTMENT**

##### **4.1. Standard of Construction**

The Seller shall use all reasonable commercial endeavours to cause the Apartment to be built: (a) substantially in accordance with the Draft Layout Plan and Draft Interior Specifications; (b) with good and suitable materials; and (c) in accordance with the requirements of all Relevant Authorities and Applicable Laws.

##### **4.2. Furniture**

The Seller shall provide the furniture in the Apartment in accordance with Annexure and Clause 4.4.

##### **4.3. Ongoing construction of the Project**

The Buyer acknowledges and agrees that it shall not be entitled to make any objection, requisition or claim for compensation, nor delay taking handover of the Apartment on the Handover Date, on the basis that there are ongoing construction activities within the Project and that inconvenience may be suffered by the Buyer as a result of ongoing construction activities, provided always that reasonable access is available to the Apartment.

##### **4.4. Variations to the Draft Layout Plan and Draft Interior Specifications**

(a) The Seller shall have the right to make variations to the Draft Layout Plan of the Apartment as it deems necessary to comply with: (a) Applicable Laws and (b) the requirements of any Relevant Authority, and the Buyer shall make no objection, requisition, or claim for compensation in respect of such variation.

(b) The Seller shall have the right to make variations to the Draft Interior Specifications of the Apartment as it deems necessary by replacing the white goods, materials, finishes, and utility connections specified in the Draft Interior Specifications with equivalent or higher quality white goods, materials, finishes, and utility connections, and the Buyer shall make no objection, requisition, or claim for compensation in respect of such variation.

(c) The Seller shall have the right to make variations to the Furniture for the Apartment as it deems necessary by replacing any of the furniture items specified in Schedule F with equivalent or higher quality items, and the Buyer shall make no objection, requisition, or claim for compensation in respect of such variation.

##### **4.5. Area Variations**

The Buyer acknowledges that the Target Area is approximate and based on architectural drawings. In the event there is a discrepancy between the Target Area and the Actual Area as calculated in accordance with Applicable Laws, then the following shall apply:

(a) if the Actual Area is less than the Target Area by more than five percent (5%), the Purchase Price shall be decreased to equal the sum calculated by multiplying the Actual Area by the Price Per Square Meter;

(b) if the Actual Area is more than the Target Area by more than five percent (5%), the Purchase Price shall be increased to equal the sum calculated by multiplying the Actual Area by the Price Per Square Meter;

(c) no variation shall be made to the Purchase Price if the Actual Area is greater than the Target Area by 5% or less ; and

(d) no variation shall be made to the Purchase Price if the Actual Area is less than the Target Area by 5% or less.

#### **4.6. Inspection**

(a) The Buyer shall be entitled to one (1) inspection of the Apartment after receiving a notice from the Seller that it is convenient and safe to do so for the purposes of ensuring the Apartment is free from any defects (excluding minor settlement cracks) ("**Defects**"). The Seller (or its nominee) shall accompany the Buyer at such inspection.

(b) During the inspection referred to in Clause 4.6(a) the Seller and the Buyer shall agree and record in writing a list of Defects (if any). The Buyer acknowledges and accepts that the fact that there are Defects shall not permit the Buyer to delay: (i) the payment of any Payment Instalment to the Seller; (ii) taking handover of the Apartment on the Handover Date (as specified by the Seller in the Handover Notice); or (iii) any other obligations of the Buyer under this Agreement, unless the Defects prevent the material use and enjoyment of the Apartment, provided the Seller shall, within a reasonable period, rectify such Defects.

(c) In the event of any dispute concerning any Defects and/or their rectification, the timeframe for rectification or whether the same prevent the use or enjoyment of the Apartment, a decision by the Project Manager shall be final and binding on the Seller and the Buyer.

(d) Where the Seller notifies the Buyer of the inspection date and the Buyer fails to inspect the Apartment within fifteen (15) Business Days, then the Buyer's right to inspect the Apartment shall lapse and the Buyer shall be deemed to have accepted the physical state and condition of the Apartment "as is" and that there are no Defects.

(e) Except for the one inspection of the Apartment pursuant to Clause 4.6(a), the Buyer shall not be allowed to access the Apartment prior to the Handover Date of the Apartment (as specified by the Seller in the Handover Notice) without the prior consent of the Seller which consent may be withheld in the Seller's absolute discretion.

#### **4.7. Warranties**

(a) For a period of twelve (12) months from the date the Seller hands over possession of the Apartment to the Buyer in accordance with this Agreement, the Seller (in its capacity as the developer of the Project) shall use its best endeavours to rectify any defective works (as defined in the Jointly Owned Property Law) within the Apartment as soon as reasonably practicable from the date of the Seller receiving written notice of any such defective works from the Buyer, subject to the following:

(i). the Jointly Owned Property Law, including without limitation Article 40 of the Jointly Owned Property Law; and

(ii). the defective works must not arise as a result of:

(A). the Buyer's negligence, wilful misconduct or fraud; or

(B). the Buyer making (or procuring) alterations and/or additions to the interior or exterior of the Apartment; and

(iii). the Seller shall not be responsible under this Clause 4.7 in respect of any such defective works notified to the Seller after the expiry of the twelve (12) month period.



- (b) For a period of 10 years from the date the Seller obtains the building completion certificate for the Project from the Relevant Authority, the Seller (in its capacity as developer of the Project) shall use its best endeavours to remedy or rectify any defects in the structural parts of the Jointly Owned Real Property (as defined in the Jointly Owned Property Law) of the Project as soon as reasonably practicable from the date of the Seller receiving written notice of any such defective works from the Buyer, subject to:
  - (i). Federal Law 5 of 1985 and the Jointly Owned Property Law, including without limitation to Article 40 of the Jointly Owned Property Law; and
  - (ii). the defective works must not arise as a result of:
    - (A). the Buyer's negligence, wilful misconduct or fraud; or
    - (B). the Buyer making (or procuring) alterations and/or additions to the interior or exterior of the Apartment; and
  - (iii). the Seller shall not be responsible under this Clause in respect of any such defective works notified to the Seller after the expiry of the 10 year period.

#### **4.8. Apartment Numbering**

The Purchaser acknowledges that the numbering of the Apartment in the Particulars is provisional and that the DLD, the Master Developer or any other Relevant Authority may allot a different number to the Apartment in accordance with their survey and Applicable Laws.

### **5. HANDOVER OF THE APARTMENT**

#### **5.1. The Handover Date**

- (a) The Seller anticipates that the Handover Date shall be on, or prior to, the Anticipated Handover Date.
- (b) Notwithstanding Clause 5.1(a), and without prejudice to the Seller's rights under Clause 21.5 in respect of a Force Majeure Event, the Seller shall have the right:
  - (i). to delay the Handover Date on one or more occasion up to a total of 24 months after the Anticipated Handover Date without a reason; and/or
  - (ii). to accelerate the Handover Date to any date that is within the six (6) month period prior to the Anticipated Handover Date,and the Handover Date shall only be determined upon the Seller issuing the Handover Notice in accordance with Clause 5.1(c).
- (c) The Seller shall issue a Handover Notice to the Buyer, which notice shall specify what date the Handover Date shall actually be (to be determined by the Seller acting reasonably), such Handover Date being ten (10) Business Days or more from the date of the Handover Notice and shall instruct the Buyer to take possession of the Apartment on that Handover Date.
- (d) In the event that the Seller exercises its right to accelerate the Handover Date under Clause 5.1(b)(ii), then the Payment Date(s) for any outstanding Payment Instalment(s) shall be accelerated and become immediately due and payable by the Buyer to the Seller on the Handover Date.

#### **5.2. Possession and Risk**

- (a) Possession and occupation of the Apartment shall be given to, and taken by, the Buyer on the Handover Date, subject to Clause 5.2(c).
- (b) In the event that the Buyer fails to take handover of the Apartment on the Handover Date when instructed to do so by the Seller in the Handover Notice, then the Seller shall have the right to charge the Buyer a delay penalty of 2% of the Purchase Price per annum for the delay period commencing on the Handover Date and expiring on the date that the Buyer takes possession of the Apartment.

(c) The Seller is entitled (but not obligated) to decline to hand over the possession and occupation of the Apartment to the Buyer if the Buyer has failed to:

(i). pay the:

(A). full amount of the Purchase Price to the Seller if a Pre-handover Payment Plan has been granted by the Seller to the Buyer under Clause 2.2; or

(B). payment Instalment which is identified as the "Handover Instalment" to the Seller if a Post-Handover Payment Plan has been granted by the Seller to the Buyer under Clause 2.2;

(ii). pay 100% of the DLD Registration Fees, the Service Charge Deposit or any other monies owed under this Agreement, including Late Payment Fees and any other penalties; and/or

(iii). comply with any other provision of this Agreement,

provided that, notwithstanding the Seller declining to handover possession of the Apartment to the Buyer pursuant to this Clause 5.2:

(iv). all risk in the Apartment shall pass to the Buyer on the Handover Date; and

(v). the responsibility to pay the Service Charges, Utilities, and all other costs and charges relating to the Apartment shall pass to the Buyer on the Handover Date, irrespective of whether physical possession and occupation of the Apartment has been provided to, or taken by, the Buyer and, accordingly, the Buyer shall not be relieved from performing any of its obligations under this Agreement (including without limitation the obligation to pay the full Purchase Price if the Pre-Handover Payment Plan is applicable under Clause 2.2, the Handover Instalment if a Post-Payment Plan is applicable under Clause 2.2 and/or the Service Charges) as a result of the Buyer refusing or failing to receive the physical possession and occupation of the Apartment from the Seller.

(d) The Buyer shall from the Handover Date indemnify and hold the Seller harmless against all claims, proceedings, costs, damages, expenses and losses arising out of:

(i). any damage to the Apartment or injury or fatality caused to any person (whether directly or indirectly) at the Apartment, except to the extent caused by the gross negligence, wilful misconduct or fraud of the Seller; and/or

(ii). the Buyer's failure to pay Service Charges, Utilities, and all other costs and charges relating the Apartment.

(e) Once a Buyer has received its keys to the Apartment, in order to commence occupancy and coordinate an efficient move-in, the Buyer may be required to coordinate with the Management Company to ensure that Buyer is allocated a move-in date, on which date Buyer shall have designated hours and access to the loading bays and the elevators and to ensure sufficient security and other personnel are available to assist with the move-in.

(f) The Buyer accepts the Apartment subject to such easements and restrictions benefiting or burdening the Apartment in terms of this Agreement or as imposed by any Relevant Authority.

### **5.3. Transfer of Title**

(a) In the event that the Seller has agreed to grant the Buyer:

(i). a Pre-Handover Payment Plan under Clause 2.2, then on or prior to the Handover Date, the Buyer shall pay the Final Instalment to the Seller; and provide a cheque from a bank licensed by the Central Bank of the UAE for the Service Charge Deposit to the Seller; or

(ii). a Post-Handover Payment Plan under Clause 2.2, then on or prior to the Post Handover Completion Date, the Buyer shall pay the Final Instalment to the Seller; and provide a cheque from a bank licensed by the Central Bank of the UAE for the Service Charge Deposit to the Seller.

(b) The Seller shall use all reasonable commercial endeavours to transfer title to the Apartment to the Buyer at the DLD as soon as reasonably practicable following:

- (i). the Handover Date, in the event that the Seller has agreed to grant the Buyer a Pre-Handover Payment Plan under Clause 2.2; or
- (ii). the Post-Handover Completion Date, in the event that the Seller has agreed to grant the Buyer a Post-Handover Payment Plan under Clause 2.2,

but subject to the following:

- (iii). the Buyer shall have performed its applicable obligations in Clause 5.3(a);
- (iv). the Buyer shall have paid the full Purchase Price to the Seller and all other monies due under this Agreement (in cleared funds without set off, counterclaim or deduction) including Late Payment Fees and any other penalties;
- (v). the Buyer shall have paid 100% of DLD Registration Fees and all fees, charges, costs, taxes, and expenses payable to the all other Relevant Authorities in respect of the transfer and registration of ownership and title to the Apartment in accordance with this Agreement;
- (vi). the Buyer shall have fully complied with, and is not otherwise in breach of, any of its obligations under this Agreement (including any payment obligation); and
- (vii). the Buyer shall have satisfied the DLD (and any other Relevant Authorities) as to their requirements to enable registration of the transfer of the title to the Apartment (including without limitation signing any document and form required by the DLD).

## **6. CAR PARKING**

- 6.1.** As soon as reasonably practicable following the Handover Date, the Seller shall allocate the Car Parking Space(s) to the Buyer on a temporary basis and the exact position of the Car Parking Space(s) may not be confirmed until such time as the title deed to the Apartment is issued by the DLD and the BMS is finalised. The Seller shall use its best efforts to allocate the Car Parking Space(s) in a suitable position in relation to the Apartment and the Buyer shall not be entitled to raise an objection to the allocation and position of such Car Parking Space(s).
- 6.2.** The Buyer acknowledges and agrees that there shall be no visitor car parking allocated to the Apartment and all visitor car parking within the Project shall be provided on a commercial basis (if any).
- 6.3.** The Buyer shall not, and shall procure that its Occupiers shall not, use any Car Parking Space(s) for anything other than the parking of one vehicle per space and shall comply with the directions of the Management Company at all times.
- 6.4.** The Buyer shall have no right or commercial interest in any car parking areas at the Project which have been designated as developer owned areas pursuant to the Jointly Owned Property Law.

## **7. USE OF THE APARTMENT**

### **7.1. Permitted Use**

The Buyer shall only use, or allow the use of, the Apartment for the Permitted Use and for no other purpose, including without limitation for bachelor accommodation on a sharing basis, nor shall the Buyer attempt to subdivide the Apartment into multiple units for use by more than one (1) family.

### **7.2. Nuisance**

The Buyer shall not commit any act causing nuisance, annoyance, disturbance, inconvenience or damage to neighbouring apartments or any part of the Project and shall not use the Apartment for any unlawful or immoral act or purpose.

### **7.3. No Time Share, Holiday Home or Short Term Letting**

The Buyer shall not:



- (a) market, lease or transfer any rights in the Apartment under any time share program, fractional share program, exchange program or any similar program (whether formal or informal);
- (b) lease or offer the Apartment for use as a "holiday home" under any Dubai Department of Tourism and Marketing permitted scheme or otherwise on Airbnb, HomeAway, VRBO or any similar service; or
- (c) lease the Apartment on a short term basis (being a lease for any period of less than twelve (12) months).

#### **7.4. Alterations**

The Buyer shall not at any time make any structural alterations or additions to the interior (other than decorative changes only) or the exterior of the Apartment without the express prior written consent of the Management Company.

#### **7.5 Compliance with Laws and Licensing**

- (a) The Buyer agrees to comply in all respects with the provisions of all laws, decrees, regulations, approvals, consents and licenses now or from time to time in force in relation to the Apartment.
- (b) The Buyer acknowledges and agrees that it shall not undertake any commercial or retail activities whatsoever from or within the Apartment

### **8. MANAGEMENT OF THE PROJECT**

- (a) The Building is intended to comprise the Apartments, retail units and the Common Parts in accordance with the Jointly Owned Property Law.
- (b) The Common Parts of the Building are intended to be managed and operated by the Management Company approved by RERA in accordance with Article 18 of the Jointly Owned Property Law.
- (c) The fees for the services provided by the Management Company to manage and operate the Common Parts of the Building shall be recovered from the Buyer, and other Owners through the Service Charges, subject to and in accordance with the Jointly Owned Property Law.

### **9. SERVICE CHARGES**

- 9.1.** Notwithstanding the provisions of Clause 9.2 and 9.4, the Seller has agreed to waive the Service Charges payable by the Buyer to the Seller in respect of the Apartment for a period of 0 months from the Handover Date. Following the expiry of such period the Service Charge will be payable by the Buyer to the Seller in accordance with the provisions of this Clause 9.
- 9.2.** The Buyer shall be liable for and shall pay the Service Charges (without any deduction, set off or other withholding whatsoever) from the Handover Date (irrespective of whether physical possession and occupation of the Apartment has been provided to or taken by the Buyer) in accordance with the Jointly Owned Property Law.
- 9.3.** The Buyer agrees that in accordance with the Jointly Owned Property Law the Buyer has a continuing obligation (together with all other Owners) to contribute towards the expenses for the maintenance and operation of the Common Parts by way of the Service Charges which shall be calculated and payable in accordance with the Entitlements (as may be adjusted to take into account use and access) in accordance with the Jointly Owned Property Law and the BMS.
- 9.4.** If the Seller has paid any Service Charges, that are attributable to, or proportionally attributable to the Apartment, for a period that extends beyond the Handover Date, the Buyer must reimburse the Seller for its proportional share of such charges (as determined by the Seller acting reasonably) and these amounts are payable to the Seller on the Handover Date.
- 9.5.** The Buyer shall pay to the Seller the Service Charge Deposit on the Handover Date as a continuing security for the Buyer's obligation to pay the Service Charges. In addition to any rights under Applicable Laws in respect of unpaid Service Charges, the Management Company may apply the Service Charge Deposit in whole or part towards any overdue Service Charges, and the Buyer shall immediately reinstate the Service Charge Deposit to the original amount.

**9.6.** The estimated Service Charges for the first two financial years of the management and operation of the Common Parts of the Building are set out in the Particulars, subject to the information contained in the Disclosure Statement in accordance with the Jointly Owned Property Law.

**9.7.** The Buyer acknowledges and undertakes that it is liable for and has a continuing obligation to pay the Master Community Charges pursuant to the Master Community Declaration as its contribution towards the expenses incurred by the Master Developer, or its nominee in the management, operation, administration, provision, financing and control of the Master Community and shall agree to be liable for such charges from the Handover Date of the Apartment.

## **10. UTILITIES**

**10.1.** The Buyer is responsible for the payment of all Utility charges levied in respect of the Apartment in the manner required by the Utility provider or the Management Company (if applicable) from and after the Handover Date (irrespective of whether physical possession and occupation of the Apartment has been provided to or taken by the Buyer). The Buyer also agrees that it shall, for all Utilities, utilize the Master Developer's approved service providers and those prescribed by the Relevant Authorities.

**10.2.** The Utilities, and manner of metering and billing of Utilities is set out in the BMS. The Buyer shall comply with the directions issued by the Management Company in respect of the maintenance of the Utilities (including without limitation using only the maintenance companies nominated by the Management Company to maintain the air conditioning units from time to time).

## **11. TAXES**

**11.1.** All amounts stated in this Agreement are exclusive of any VAT, sales tax or equivalent tax.

**11.2.** If the Seller is required to apply any such VAT, sales tax or equivalent tax under Applicable Laws in respect of the supply of the Apartment, or any other supply under this Agreement, then the amount equivalent to such VAT, sales tax or equivalent tax shall be added to the Purchase Price due under this Agreement at the applicable tax rate and the Buyer shall promptly pay such amounts upon demand from the Seller.

**11.3.** For the avoidance of doubt, the Buyer acknowledges that the Purchase Price is exclusive of VAT, with each Payment Instalment to be increased to include the applicable amount of VAT payable (if any as notified by the Seller to the Buyer).

## **12. INSURANCE**

**12.1.** In accordance with the Jointly Owned Property Law, the insurance for the Common Parts shall be arranged by the Management Company, and the cost of such insurance shall be included in the Service Charges.

**12.2.** The Buyer shall be responsible for arranging its own contents insurance in respect of the Apartment on and from the Handover Date, and contents insurance shall not be organized by the Management Company or the Seller.

## **13. GOVERNANCE DOCUMENTS**

### **13.1. Building Management Statement**

(a) Subject to the Jointly Owned Property Law, the Buyer shall comply with and be bound by the BMS, which the Seller intends to implement to ensure the proper management, administration, maintenance and control of the Common Parts of the Building.

(b) To the extent that the BMS does not form a binding restriction on the title to the Apartment, the Buyer shall ensure that its successors in title and permitted assigns and any Occupier in relation to the Apartment is made aware of and agrees to comply with the BMS and on demand from the Seller, shall procure that its successors in title or permitted assigns enter into a deed of adherence in this respect.

### **13.2. Changes to the BMS**

(a) The BMS annexed to the Disclosure Statement is in draft form only and is subject to the approval of RERA and the DLD.

(b) The Seller may make such changes to the BMS as required by RERA and/or the DLD or otherwise as considered by the Seller to be necessary or desirable for the benefit of the Project.



## **14. RESALES**

### **14.1. Prior to Completion**

Prior to Completion, the Buyer shall not enter into any Disposal or market the Apartment for Disposal, unless all of the following conditions have been fulfilled, and any Disposal that is not made strictly in accordance with this Clause 14.1 shall be null and void:

- (a) the Seller has received from the Buyer an amount equal to 50% of the Purchase Price and any applicable Late Payment Fees, Post Dated Cheque Handling Fees and any other fees due under this Agreement, in cleared funds without set-off, counterclaim or deduction;
- (b) the Buyer has paid any and all DLD Registration Fees, and any other amounts due under this Agreement or arising out of any purported Disposal;
- (c) the Buyer is not in breach of any of its obligations under this Agreement;
- (d) the Disposal is in accordance with Applicable Law, including without limitation the policies and procedures of the Dubai Land Department;
- (e) the prior written consent of the Seller has been obtained (which shall not be unreasonably withheld provided that the Buyer is not in default of its obligations under this Agreement);
- (f) the transferee under the Disposal has entered into such documentation as the Seller and/or the Operator requires in respect of the Disposal, including without limitation:
  - (i). a deed of adherence whereby the transferee agrees to be bound by relevant terms of this Agreement which concern the Brand Standards, the BMS, the Principal BMS and the Service Charges and any other relevant matter concerning the Branded Apartment Component; and
  - (ii). agreeing in writing that the transferee shall not be permitted to enter into any Disposal of the Apartment prior to Completion with the effect that the Apartment may only be transferred once prior to Completion;
- (g) the Buyer releases the Seller in writing from and against all liability in respect of this Agreement; and
- (h) the Buyer has paid the Seller's administrative charges of one percent (1%) of the Purchase Price up to a maximum of AED 5,000.00 (plus VAT if applicable).

### **14.2. After Completion and Registration of Title**

Following Completion and registration of title to the Apartment in the name of the Buyer as evidenced by a title deed issued by the DLD and upon the Buyer providing the Management Company with written notice of its intention to sell or transfer title to the Apartment, the Buyer shall be free to transfer the Apartment subject to the following:

- (a) the Buyer is not in breach of any of its obligations under this Agreement or the BMS;
- (b) the Seller shall not be responsible for any registration fees, and other costs and expenses payable in respect of the Disposal; and
- (c) a deed of adherence has been executed by the transferee in favour of the Seller and/or the Management Company whereby the transferee agrees to be bound by the relevant terms of this Agreement which concern the BMS and the Service Charges and any other relevant matter concerning the Building.

**14.3.** The Buyer acknowledges and agrees that this Agreement (or any sale agreement for an Apartment) is a personal contract between the Buyer and the Seller, and the Master Developer assumes no liability and gives no warranty to the Buyer of the proper performance of the Seller's obligation under this Agreement and any other agreement with Subsequent Purchasers.

## **15. BUYER'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

**15.1.** The Buyer represents, warrants and undertakes to the Seller:

- (a) in the case of the Buyer being an individual, the Buyer has full authority, power and capacity to execute, deliver and perform this Agreement.
  - (b) in the case of the Buyer being a company:
    - (i). the execution, delivery and performance of this Agreement has been fully authorised in accordance with the Buyer's corporate statutes and procedures; and
    - (ii). the person signing this Agreement on behalf of the Buyer is fully authorised to enter into this Agreement on behalf of the Buyer.
  - (c) The Buyer has read and fully understood each and all of the terms and conditions of this Agreement.
  - (d) The Buyer acknowledges that it has received the Disclosure Statement prior to signing this Agreement and that the Buyer shall not be entitled to claim for compensation, or to delay completion or rescind or terminate this Agreement in respect of any matter, fact or thing disclosed in the Disclosure Statement.
  - (e) The Buyer shall comply with, and shall procure that all Occupiers and visitors to the Apartment and to the Building comply with, the building rules issued by the Management Company, the BMS and all Applicable Laws.
  - (f) Following the Handover Date, the Buyer shall permit the Seller, the Management Company, the Master Developer and/or any of their representatives or contractors to have reasonable access at reasonable times in order to fulfil their obligations under this Agreement, the BMS, the Master Community Declaration and/or the Jointly Owned Property Law.
  - (g) The Buyer agrees that the rules of the Master Community are equally binding upon any and all occupiers, and the Buyer shall procure that its occupiers are aware of and shall comply with such rules in full.
- 15.2.** The Buyer undertakes that until such time as the Buyer has performed all of its obligations under this Agreement and title to the Apartment has been issued in the name of the Buyer by the DLD, the Buyer shall not:
- (a) seek to have the title to the Apartment (or part thereof) transferred to the Buyer's name; or
  - (b) alter or make any works or additions to the Apartment without the prior written consent of the Seller; or
  - (c) mortgage or charge their interest in the Apartment (or part thereof) without the prior written consent of the Seller; or
  - (d) transfer or assign their interest in this Agreement or the Apartment (or part thereof) or any part to any third party without the prior written consent of the Seller.

## **16. SELLER'S MORTGAGE**

- (a) Subject to Applicable Laws, the Seller shall have the right to register the Seller's Mortgage over the Project at any time.
- (b) The Buyer undertakes that until such time as the Buyer has performed all of its obligations under this Agreement and title has been issued in the name of the Buyer, the Buyer shall not seek to have the Seller's Mortgage (if any) released from the title to the Project.

## **17. MASTER COMMUNITY MATTERS**

### **17.1.** The Buyer acknowledges and agrees as follows:

- (a) the Master Developer is the developer of the Master Community in which the Apartment is being purchased and certain adjoining land will be developed into a homogenous residential, commercial, hotel, leisure and retail community where certain facilities and amenities will be shared among the owners and occupiers;

- (b) the Master Developer shall remain owner of the residual land in the Master Community and that for the proper and convenient management, administration, maintenance and control of the Master Community mutually beneficial restrictions are imposed on all the properties within the Master Community under the Master Community Declaration and Applicable Law for the management, maintenance, administration and control of the Master Community, which will provide the Master Developer with the requisite authority to, inter alia:
- (i). administer the Master Community;
  - (ii). enforce appropriate rules and regulations; and
  - (iii). maintain the Common Use Facilities;
- (c) the Buyer shall comply with Applicable Laws, including but not limited to the Interim Registration Law and the Jointly Owned Property Law;
- (d) the Buyer shall comply with (and shall procure that its Occupiers are aware of and comply with) the Master Community Declaration, including the provisions relating to the payment of the Master Community Charges;
- (e) the Buyer and Subsequent Purchasers shall execute deeds of adherence, confirming that they agree to comply with and be bound by the Master Community Declaration, and to the extent possible registering the Third Party Contracts and the Master Community Declaration in the form of a restriction against the title to the Apartment;
- (f) the Buyer and any Subsequent Purchasers shall indemnify and hold the Seller, the Master Developer harmless against all claims, proceedings, costs, damages, expenses and losses in respect of any claims from any Third Party Contracts or otherwise in connection with the alienation of an Apartment by the Buyer and/or subsequent Purchasers;
- (g) all Third Party Contracts are personal contracts between the parties to them and neither the Seller nor the Master Developer assumes any liability and gives no warranty to the Buyer or the Subsequent Purchaser for the proper performance of the Buyer's or Subsequent Purchaser's obligations thereunder; and
- (h) the Master Developer shall be entitled to extend the Master Community including land, without the need for the consent of the Buyer or any other Owner or Occupier, and such additional land shall be incorporated into the Master Community and shall be governed pursuant to the provisions of the Master Community.

## **17.2 Master Developer Commercial Facilities**

- (a) The Master Developer shall reserve the right to provide Master Developer Commercial Facilities within the Master Community. For the avoidance of doubt, the provision of Master Developer Commercial Facilities is at the sole discretion of the Master Developer.
- (b) All costs and expenses incurred and revenue derived in relation to the exploitation, control, operation, management and administration of the Master Developer Commercial Facilities are the sole responsibility, and for the exclusive benefit of the Master Developer and shall not be applied towards the costs incurred in relation to the Common Use Facilities.
- (c) The Master Developer shall be entitled to sell, transfer, exchange, grant or assign its ownership in the Master Developer Commercial Facilities at any time and the Master Developer shall not be required to provide any notice of any such sale, transfer, exchange, grant or assignment to any Owner
- (d) The Master Developer shall be entitled to convert the whole or any parts of the Master Developer Commercial Facilities into Common Use Facilities without the consent of any of the Owners

## **18. COMPENSATION TO BUYER**

### **18.1. Delay:**

- (a) In the event that the Buyer has fulfilled all of its obligations under this Agreement but the Seller does not provide the Handover Notice to the Buyer within 24 months after the Anticipated Handover Date in accordance with Clause 5.1(b), then the Seller shall pay the Buyer the following compensation, provided that the Buyer's right to compensation under Clause 18.1(a) shall not apply in the event that the Seller is prevented from issuing the Handover Notice due to a Force Majeure Event:
  - (i). interest on the Payment Instalments that have been deposited into the Escrow Account at the rate of 1% per annum for the delay period commencing on the date that is 12 months after the Anticipated Handover Date and expiring on Completion, subject to such interest amount not exceeding 5% of the Purchase Price ('**Compensation**').
- (b) For the avoidance of doubt, the Seller shall have no obligation or liability to pay Compensation to the Buyer under Clause 18.1(a) that exceeds 5% of the Purchase Price.
- (c) The payment of Compensation under Clause 18.1(a) shall be the Buyer's sole remedy against the Seller in the event of: (i) a construction delay and failure to issue the Handover Notice to the Buyer within 12 months after the Anticipated Handover Date; or (ii) any other breach by the Seller of its obligations under this Agreement.
- (d) The Buyer shall have no right to terminate this Agreement in any circumstances whatsoever.

## **19. Termination**

### **19.1. By the Seller:**

- (a) Subject to Applicable Laws, the Seller shall have the right (but not the obligation) to immediately terminate this Agreement (without a court order and without prejudice to the Seller's other rights or remedies under Applicable Laws) by giving written notice of termination to the Buyer in the event any of the following occurs:
  - (i). the Buyer breaches any of its obligations under this Agreement, including without limitation if the Buyer fails to pay any Payment Instalment on the relevant Payment Date, and the breach is not remedied within thirty (30) days of the Seller giving the Buyer written notice to remedy the relevant breach; or
  - (ii). proceedings for bankruptcy, insolvency, liquidation, voluntary restructuring or general assignment for the benefit of the Buyer's creditors have been initiated by or against the Buyer.
- (b) Subject to Applicable Laws, upon the termination of this Agreement under Clause 19.1(a) the following shall apply:
  - (i). the Seller shall be entitled to resell or otherwise dispose of the Apartment as it deems fit in its sole discretion;
  - (ii). all Payment Instalments and all other monies paid by the Buyer to the Seller shall be absolutely forfeited to the Seller without prejudice to the Seller's right to claim additional compensation under Applicable Laws;
  - (iii). the Buyer agrees that the forfeiture referred to in Clause 19.1(b)(ii) constitutes a genuine pre-estimate of damages suffered by the Seller as a result of the termination of this Agreement and the Buyer releases and discharges the Seller against all claims, losses, costs, taxes, expenses and or liabilities incurred or that may be incurred by the Buyer as a result of the forfeiture and termination of this Agreement;
  - (iv). the Seller shall instruct the DLD to de-register this Agreement from the Oqood Interim Property Register; and

- (v). the Seller shall be entitled to recover from the Buyer (and the Buyer shall pay on demand) any additional costs and losses suffered as a result of the Buyer's default, including without limitation legal fees, notary public fees, DLD termination fees incurred by the Seller as a result of or in connection with: (1) claiming, serving notices or suing to recover the payment of any sum due to the Seller under this Agreement; or (2) the enforcement of or the preservation of any rights of the Seller hereunder.

## **20. LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the federal laws of the UAE as applicable in the Emirate of Dubai. Any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of this Agreement or arising from, or related to, this Agreement in any manner whatsoever shall be referred to and finally resolved by the Courts of Dubai.

## **21. GENERAL PROVISIONS**

### **21.1. Notices**

- (a) Any notice or other communication to be given under this Agreement shall be in writing and in the English language, and shall be sent by hand, email, or courier (charges prepaid) to the Party's address set out in the Particulars.
- (b) Notices under this Agreement shall be sent to a party at its address or number and for the attention of the individual set out below:

provided that any of the parties may change their notice details on giving notice to the other parties of the change in accordance with this Clause. The notice shall only be effective on the day falling five (5) Business Days after the notification has been received or such later date as may be specified in the notice.:

- (c) Any notice shall be effective upon receipt and shall be deemed to have been received:
  - (i). if delivered by hand or courier, at the time of delivery;
  - (ii). if sent by e-mail, at the time of transmission, provided that a copy of the notice is also delivered by hand or courier within five (5) Business Days of such email].
- (d) Any notice given under this Agreement on a day that is not a Business Day or after 6.00pm on in a Business Day, shall be deemed to be received at 9.00am on the Business Day following that day.

### **21.2. Assignment**

- (a) The Seller shall have the right to assign or transfer this Agreement or any part thereof to an Affiliate of the Seller or a third party and the Buyer hereby consents to such assignment or transfer.
- (b) The Buyer shall not assign or transfer this Agreement or any part thereof other than in accordance with the provisions of Clause 14.1.

### **21.3. Amendments**

Subject to Clause 4.4 (Variations to Draft Layout Plan, Draft Interior Specifications and Clause 4.5 (Area Variations), this Agreement and the Schedules attached hereto may be amended only by an instrument in writing and signed by each of the Parties.

### **21.4. Joint Buyers**

If the Buyer is comprised of more than one person, each such person shall be jointly and severally liable for the obligations of the Buyer under this Agreement.

### **21.5. Force Majeure**

Notwithstanding anything to the contrary in this Agreement, the Seller shall not be in breach of its obligations under this Agreement where the obligation is prevented from being fulfilled by a Force Majeure Event. This Clause shall not apply to the Buyer.



#### **21.6. Economic downturns / Foreign exchange controls**

In no event (including without limitation an economic downturn, restrictions imposed as a result of or in connection with the COVID-19 pandemic, general market conditions, foreign exchange controls or a Force Majeure Event) shall the Buyer be excused or delayed from making timely payment of the Payment Instalments (and any other payment of money) to the Seller in accordance with the Buyer's obligations under this Agreement.

#### **21.7. Entire Agreement**

This Agreement and the documents referred to in this Agreement comprise the entire agreement between the Parties relating to the transaction contemplated herein and supersede all previous agreements between the Parties relating to this transaction.

#### **21.8. No Reliance on Prior Statements**

In entering into this Agreement, the Buyer has not relied on any representation, warranty or other assurance made by or on behalf of the Seller prior to signature except those specifically set out in this Agreement.

#### **21.9. Continuing Obligations**

Each of the obligations undertaken by any Party under this Agreement (excluding any obligation fully performed at Completion) continues in force after Completion.

#### **21.10 Severability**

If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not be affected or impaired in any way.

#### **21.11 No Waiver of Rights**

The failure of a Party to insist in any one or more instances upon the strict performance of any of the provisions of this Agreement or to take advantage of any of such Party's rights hereunder shall not be construed as a waiver of any of such provisions or the relinquishment of any such rights, which shall continue in full force and effect.

#### **21.12 Binding Upon Successors and Assigns**

This Agreement shall be binding upon and shall accrue to the benefit of the Parties and their respective successors in title and permitted assigns (including successors in title).

#### **21.13 Counterparts**

This Agreement may be executed in any number of counterparts each of which so executed shall be deemed an original and such counterparts shall together constitute the one Agreement.

**IN WITNESS WHEREOF**, this Agreement was signed by or on behalf of the Parties on the Effective Date.

(Execution page follows)

**EXECUTION PAGE OF OFF-PLAN APARTMENT SALE AND PURCHASE AGREEMENT  
SIGNED BY THE BUYER**

Signature:

Name: **xxxxx**

**SELLER'S SIGNATURE**

Signature:

Name and title of the authorized representative:

**Seller Initials:**

**Buyer Initials:**  
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## **SCHEDULE A**

### **Definitions and Interpretation**

1. Unless the context requires otherwise, the following terms, as used in this Agreement shall have the following meanings:

**“Actual Area”** means the actual area of the Apartment as measured by the Seller (or the Project Manager) in accordance with Applicable Laws.

**“Affiliate”** means any limited liability company or other entity directly controlled by, or under the control of, an entity or its ultimate parent company or a subsidiary of its ultimate parent company. For the purposes of this definition “control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity (whether through ownership of voting securities, by agreement or otherwise) by any person (individual, corporation, partnership, trust or other).

**“Agreement”** means this Agreement including the Particulars and Schedules.

**“Anticipated Handover Date”** means the date set out in Paragraph F of the Particulars.

**“Apartment”** means the Apartment referred to in Paragraph C of the Particulars, and a reference to “an Apartment” is a reference to all or any of the apartments in the Building including the Apartment.

**“Applicable Laws”** means all applicable laws, decrees, resolutions, regulations and/or any other applicable legislation, enacted or to be enacted either in the Emirate of Dubai or by the Federal Government of the UAE from time to time, including, but not limited to, the Jointly Owned Property Law and the Escrow Account Law.

**“BMS”** means the building management statement which states the procedures for the operation and maintenance of the Common Parts of the Building and the calculation of the Entitlement in accordance with the Jointly Owned Property Law, a draft copy of which is annexed to the Disclosure Statement.

**“Building”** means the residential building to be known as “ELECTRA” in the Project comprising the Apartments and the Common Parts, as depicted on the Site Plan.

**“Business Days”** means any day other than Saturday or Sunday or a public holiday in the Emirate of Dubai.

**“Buyer”** means the buyer named in Paragraph B of the Particulars including his/her/its heirs, successors and permitted assigns.

**“Car Parking Space(s)”** means the car parking space(s) allocated to the Apartment, as referred to in Paragraph C of the Particulars.

**“Change of Control”** means in respect of a company or other entity, any assignment or transfer of the legal and/or beneficial ownership of any shares or units in that company or other entity or any change in the voting control or effective control (whether direct or indirect) of that company or other entity.

**“Common Parts”** has the meaning given to that term in the Jointly Owned Property Law, being the parts of Jointly Owned Real Property, as shown on the Site Plan, designated for common use by the Owners and Occupiers.

**“Common Use Facilities”** means the shared areas and facilities designated as common facilities within the Master Community as depicted in the Master Community Declaration and include roads, pathways, pavements, parks, landscaped areas, and any other area designated for this purpose by the Master Developer.

**“Completion”** means:

- (a) in the event a Pre-Handover Payment Plan has been granted by the Seller under Clause 2.2, then the date upon which the obligations in Clause 5.3(a)(i) of this Agreement are performed; and
- (b) in the event a Post-Handover Payment Plan has been granted by the Seller under Clause 2.2, then the date upon which the obligations in Clause 5.3(a)(ii) of this Agreement are performed.

**“Defects”** has the meaning given to it in Clause 4.6(a).

**“Disclosure Statement”** means disclosure statement which the Seller shall provide to the Buyer prior to the Buyer signing this Agreement in accordance with Article 5 of the Direction for General Regulation Concerning Jointly Owned Properties.



**“Disposal”** means any sale, transfer, assignment or other disposal of the whole or any part of the Apartment or any interest in the Apartment or this Agreement whether directly or indirectly or any agreement to do the same, and where the Buyer is a company or other entity, includes any Change of Control.

**“DLD”** means the Dubai Land Department.

**“DLD Registration Fees”** means all registration fees and all other costs and expenses in respect of the registration of this Agreement on the Oqood Interim Property Register maintained by the DLD.

**“Draft Interior Specifications”** means the draft interior specifications of the Apartment annexed to this Agreement as Schedule C, as amended by the Seller in accordance with Clause 4.4 of this Agreement.

**“Draft Layout Plan”** means the draft layout plan of the Apartment annexed to this Agreement as Schedule B, as amended by the Seller in accordance with Clause 4.4 of this Agreement.

**“Effective Date”** means the date on which this Agreement is fully signed by both parties.

**“Entitlement”** means the proportionate entitlement allocated to each Apartment that represents the share of ownership in the Common Parts and share of the Service Charges based on: (a) the ratio of the area of each Apartment to the total area of the Common Parts as may be adjusted to take into account additional factors (such as use and access) in accordance with the Jointly Owned Property Law and the BMS.

**“Escrow Account”** means the escrow account of the Project that is registered with RERA as specified in paragraph H of the Particulars.

**“Escrow Account Law”** means Law 8 of 2007 Concerning Escrow Accounts for Real Property Development in the Emirate of Dubai and the Trust Account Regulations dated 2008 for Law 8 of 2007.

**“Final Instalment”** means the final instalment of the Purchase Price which is identified in the Payment Schedule as being the final instalment.

**“Force Majeure Event”** means and includes, without limitation, acts of God, pandemic, epidemic, war (whether declared or not), revolution, invasion, insurrection, riots, terrorist acts, sabotage or other civil disorders, strikes or other labour disputes, failure of infrastructure and integrity of the Project or fundamental access to the building, fire, earthquake, storm, flood or other natural disaster, environmental impact on the Project, interruption or failure of utility services of any kind, non-delivery or delayed delivery by contractors, acts or omissions to act, laws, regulations or rules of any government or governmental agency, limitations imposed by exchange control regulations or foreign investment regulations or similar regulations or any other circumstances beyond the control of the Seller.

**“Furniture”** means the furniture items to be provided by the Seller to the Buyer for the Apartment annexed to this Agreement as Schedule F, as amended by the Seller in accordance with Clause 4.4 of this Agreement.

**“Handover Date”** means the date the Seller notifies to the Buyer in the Handover Notice as being the handover date.

**“Handover Notice”** means the notice referred to in Clause 5.1.

**“Jointly Owned Property Law”** means Law No. 6 of 2019 Concerning Ownership of Jointly Owned Property in the Emirate of Dubai, and includes, the Directions for General Regulation Concerning Jointly Owned Properties and any other regulations promulgated pursuant to the Jointly Owned Property Law from time to time.

**“Late Payment Fee”** means 12% (twelve per cent) per annum calculated on a daily basis.

**“Management Company”** means the management company approved by RERA to operate and maintain the Common Parts in accordance with Article 18 of the Jointly Owned Property Law.

**“Master Community”** means the master community known as “Jumeirah Village” in the Emirate of Dubai, UAE.

**“Master Community Declaration”** means the master community declaration issued by the Master Developer in respect of the management, administration, maintenance and control of the Master Community attached at Schedule E of this Agreement, as amended by the Master Developer from time to time, or where the Relevant Authority requires it in accordance with Applicable Laws.

**“Master Community Charges”** means the amount payable by the Buyer (and by any subsequent owner of the Plot, the Building or any part thereof) pursuant to the Master Community Declaration and the Jointly Owned Property Law as the case may be, as a contribution to the costs of the management, operation and maintenance of the communal facilities in the Master Community.

**"Master Developer"** means Jumeirah Village LLC including its nominees, successors, successors in title or assigns.

**"Master Developer Commercial Facilities"** means the commercial facilities owned and operated by the Master Developer in the Master Community as identified by the Master Developer from time to time pursuant to the Master Community Declaration.

**"Occupiers"** means, as applicable, the Buyer's visitors, servants, agents, guests and/or family members.

**"Oqood Interim Property Register"** means the interim property register operated by the DLD in respect of the registration of sale and purchase agreements for off-plan properties in accordance with Law 13 of 2008 (as amended).

**"Owner(s)"** means an owner of an Apartment as evidenced by a title deed issued by the DLD.

**"Particulars"** mean those particulars set out at Paragraphs A to H at the beginning of this Agreement.

**"Parties"** mean collectively the Seller and the Buyer and "Party" means either one of them.

**"Payment Date"** means the dates identified as the payment dates in the Payment Schedule upon which a Payment Instalment is due.

**"Payment Instalment"** means the individual payment instalments of the Purchase Price as set out in the Payment Schedule.

**"Payment Schedule"** means the payment schedule set out in Paragraph E of the Particulars.

**"Post-Handover Completion Date"** means the date that the Final Instalment is payable by the Buyer to the Seller under a Post-Handover Payment Plan.

**"Post-Handover Payment Plan"** means as contained in the Payment Schedule the post-handover payment plan described in Paragraph (E) of the Particulars (if any).

**"Pre-Handover Payment Plan"** means as contained in the Payment Schedule the pre-handover payment plan described in Paragraph (E) of the Particulars (if any).

**"Permitted Use"** means the permitted use of the Apartment as set out in Paragraph G of the Particulars.

**"Person"** means an individual, partnership, corporation (including a business trust), company, trust, unincorporated association, joint venture or other entity, whether a body corporate or an unincorporated association of persons, or a government or any political subdivision or agency or instrumentality thereof.

**"Plot"** means the plot number 1993, Al Barsha South Fourth, Dubai, UAE upon which the Project shall be constructed.

**"Post Dated Cheques"** means cheques signed by the Buyer from a bank licensed by the Central Bank of the UAE made payable to the Seller.

**"Price Per Square Foot"** means as set out in Paragraph C of the Particulars.

**"Project"** means the project to be known as "Electra" to be constructed on the Plot.

**"Project Manager"** means the firm of project managers appointed by the Seller in relation to the construction of the Project.

**"Purchase Price"** means the amount referred to in Paragraph D of the Particulars.

**"RERA"** means the Real Estate Regulatory Agency of Dubai, a division of the DLD.

**"Relevant Authority"** means the DLD, RERA, the Central Bank of the UAE or any other government authority or municipality in the UAE having jurisdiction over the issue in question in accordance with Applicable Laws.

**"Reservation Agreement"** means any reservation agreement entered into between the Seller and the Buyer in respect of the Apartment.

**"Reservation Fee"** means any reservation fee paid by the Buyer to the Seller pursuant to the Reservation Agreement.

**"Sanctioned Country"** means any country or territory subject to comprehensive sanctions levied, instituted or enforced by the Sanctions Authority.

**"Sanctioned Person"** means:

(a) any Person that is established, located or resident in or organised under the laws of a Sanctioned Country;

- (b) any national government or political sub-division of any Sanctioned Country (including any ministry, department, authority, or statutory corporation of, or any corporation or other entity (including a trust), owned or controlled directly or indirectly by the national government, or any political sub-division, of a Sanctioned Country);
- (c) any Person identified on any list maintained by a Sanctions Authority of parties with whom or with which transactions are prohibited or restricted;
- (d) any Person that is otherwise the subject or target of any Sanctions Laws; or
- (e) any Person majority-owned or controlled (independently or in the aggregate) by any of the foregoing.

**“Sanctions Authority”** means the Relevant Authority of the United Arab Emirates.

**“Sanctions Laws”** means any applicable UAE national or international economic or trade sanctions, embargoes, or restrictive measures or practices adopted, administered, imposed or enforced from time to time by the Sanctions Authority, including without limitation those that relate to the application of primary or secondary sanctions measures by the Sanctions Authority.

**“Seller”** means the seller named in Paragraph A of the Particulars including its successors and permitted assigns.

**“Seller’s Mortgage”** means the mortgage (if any) that may be granted by the Seller in favour of a bank licensed by the Central Bank of the UAE that shall remain registered over the Project until the Handover Date.

**“Service Charges”** means the service charges payable by Owners (including the Buyer) for the cost of the management, operation, maintenance and repair of the Common Parts of the Building, as determined in accordance with the applicable Entitlement and the Jointly Owned Property Law.

**“Service Charge Deposit”** means a sum equivalent to twelve (12) months Service Charges as notified by the Seller to the Buyer on or before the Handover Date.

**“Site Plan”** means the site plan for the Project annexed to this Agreement as Schedule D.

**“Subsequent Purchaser”** means any third party purchaser purchasing the Apartment from either the Buyer or a subsequent purchaser.

**“Target Area”** means as set out in Paragraph C of the Particulars.

**“Third Party Contract”** means this Agreement entered into between the Buyer and the Seller, and any agreement entered into between the Buyer and a Subsequent Purchaser, in respect of the sale of the Apartment or a lease of the Apartment for a term in excess of 10 years.

**“UAE”** means the United Arab Emirates.

**“UAE Civil Code”** means Federal Law No. 5 of 1985 in respect of civil transactions in the UAE, as amended from time to time.

**“Utilities”** means electricity, water, sewerage, cooling, gas, telephone, and internet and any other utilities supplied to an Apartment by a utility provider or Relevant Authority.

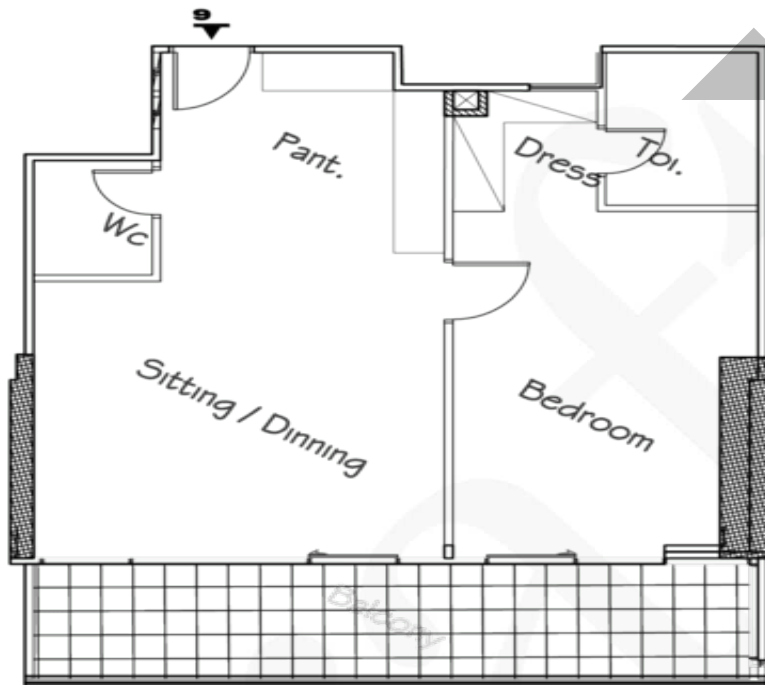
**“VAT”** means value added tax as imposed by Federal Decree-Law No. (8) of 2017 (as amended from time to time).

2. Singular words shall be deemed to include the plural and vice versa, where the context so requires.
3. Words importing the male gender shall be deemed to include the female gender and vice versa where the context so requires.
4. The Gregorian calendar shall be the basis for any years, quarters, months or dates expressed in this agreement.
5. Clause headings are for convenience only and shall be ignored in construing this agreement.
6. Any substantive provision conferring rights or imposing obligations on any party in the interpretation Clause herein shall be given effect to as if it were a substantive provision in the body of this agreement.
7. The Particulars and the Schedules of this Agreement shall be considered an integral part of this Agreement.

**SCHEDULE B**

**DRAFT LAYOUT PLAN**

(Preliminary and subject to change in accordance with Clause 4.4)



**1 Bed Room**

**SCHEDULE C****DRAFT INTERIOR SPECIFICATIONS**



(Preliminary and subject to change in accordance with Clause 4.4)


<b>Interior specifications for Apartment</b>	<b>Floor</b>	<b>Wall</b>	<b>Ceiling</b>
<b>Apartments entrances, corridors</b>	Porcelain tiles	Acrylic emulsion Paint on Cement plaster	Gypsum board suspended ceiling
<b>Sitting / Dining</b>	Porcelain tiles	Acrylic emulsion paint on cement plaster	Acrylic emulsion paint on cement plaster
<b>Balconies</b>	Porcelain tiles	Aluminium Composite Panels	Acrylic emulsion paint on cement plaster
<b>Bedrooms, Study Room</b>	Porcelain tiles	Acrylic emulsion paint on cement plaster	Acrylic emulsion paint on cement plaster
<b>Laundry</b>	Ceramic tiles	Ceramic tiles on Cement plaster	Gypsum board suspended ceiling
<b>Kitchens</b>	Porcelaine tiles	Glazed ceramic tiles.	Gypsum board
<b>Toilets and W.Cs</b>	Ceramic tiles	Glazed ceramic tiles	Gypsum board




# SCHEDULE D

## SITE PLAN

 <b>GOVERNMENT OF DUBAI</b>		 <b>دائرة الأراضي والأملاك Land Department</b>	
NAME: ACUBE SFO DMCG		الاسم: أكوب إس إف إم د م س	
PLOT NO: 1993 (681-0)		رقم القطعة: 1993	
BLOCK: Al Barsha South Fourth (681)		المنطقة: البرشاء جنوب الرابعة (681)	
TOTAL AREA: 2126/73 SQ.M. (22891/93 SQ.FT.)		المساحة الكلية:	

ALL DIMENSIONS ARE IN METER

PROJECT: Jumeirah Village Circle	STATUS: PREMISED	PLOT SITE PLAN	
SUBDIVIDED FROM: P.1 (681-6108) Al Barsha South Fourth		MAP REF. NO. : 12466370/2023	
REFERENCE: As Per Planning	DATED: 05/12/2023		<b>وثيقة معتمدة إلكترونياً</b>  <b>CERTIFIED Electronically</b>
PREVIOUS REG:	ORIGIN: Private		
PLAN TYPE: THEORETICAL			
RESURVEYED BY:	DATED:		
DEVELOPER REF: JVC14PHRG0068	SCALE: 1:900		
PREPARED BY: SYSTEM	ISSUED ON: 05/12/2023		

Seller Initials:

Buyer Initials:

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**SCHEDULE E**  
**MASTER COMMUNITY DECLARATION**

**1. PRELIMINARY**

**1.1 PREAMBLE**

Whereas the Master Developer is developing the land shown on the Master Plan into a real estate Master Community for residential, commercial, entertainment and leisure purposes (as the case may be) and such Master Community is subject to a Title Ownership and Management Scheme formulated, prepared and amended as appropriate by the Master Developer in its sole discretion, briefly described as follows:

- 1.1.1** The Master Community comprises (as the case may be) (1) Single Ownership Plots; (2) Jointly Owned Property; and (3) Common Use Facilities.
- 1.1.2** Jointly Owned Property each comprise (1) individual Units; and (2) their own Common Areas occupying a Jointly Owned Property Plot.
- 1.1.3** Single Ownership Plots each comprise a Plot that is registered as single title and not divided into Units or any other fractional ownership.
- 1.1.4** The Common Use Facilities of the Master Community are owned by the Master Developer as at the date of this Declaration which is subject to the Master Developer's rights set out in clause 6.3.

By this Declaration the Master Developer imposes upon itself, any Infrastructure Service Provider, all Owners, and Owners Associations, a mutually beneficial scheme for the development, management, administration, maintenance and control of the Master Community developed by it.

**2. GENERAL PURPOSE OF THIS DECLARATION**

The Master Developer is committed to ensuring that appropriate mechanisms are put into place to implement high standards of maintenance for the overall use, enjoyment and preservation of the Master Community for the benefit of all current and future Owners. Therefore, as owner of the Common Use Facilities, the Master Developer and/or any Infrastructure Service Provider (to the extent that any such rights or obligations are assigned to it) agrees to undertake the following obligations for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts:

- 1.2.1** To provide for the proper and mutually beneficial management, administration and control of all aspects of common interest to each Owner, including Common Use Facilities.
- 1.2.2** To establish a fund for the Expenses of the Common Use Facilities and for the proper performance of the Master Developer's responsibilities under this Declaration, including a provision for future expenses.
- 1.2.3** To determine and collect Service Charges for the purposes of the fund from Owners.
- 1.2.4** To enforce or assist other Owners to enforce, Owners' obligations in terms of this Declaration, the Rules and the Development Control Regulations.
- 1.2.5** To maintain and insure all Common Use Facilities according to the standards envisaged by the Master Developer, and where necessary, to repair and replace such Common Use Facilities.
- 1.2.6** In general:
  - (a)** to ensure the maintenance and promotion of harmony in the physical, social and marine environment of the Master Community;
  - (b)** to promote and encourage Owners to maintain at all times the external appearances of their properties in a clean and tidy condition and to maintain high standards in this regard so as to ensure that the appearance of their properties are both aesthetically pleasing and desirable when viewed from the outside and further to take steps to enforce the maintenance of such standards where deemed necessary in the opinion of the Master Developer;
  - (c)** to protect and promote the Interests of the Owners, as far as the Master Community is concerned; and
  - (d)** to establish and promote retail areas and a central business district within the Master Community, where applicable.
- 1.2.7** Where required, to administer the issuance of NOCs.
- 1.2.8** To administer the use of the Common Use Facilities, and where appropriate, levy and collect administrative charges for doing so.
- 1.2.9** To create suitable Rules for the management of the Master Community, including such rules and regulations of conduct as the Master Developer may deem necessary.
- 1.2.10** To create suitable Rules and Development Control Regulations for the control, management and use of the Master Community, including such zoning, development, construction and rules of conduct as the Master Developer may deem necessary.

And the Master Developer and/or any Infrastructure Service Provider (to the extent that any such rights or obligations are assigned to it) shall have the power to perform such acts as are necessary and reasonably required to accomplish the fulfillment of the above obligations including, but not restricted to, powers specifically contained in this Declaration.

### 1.3 **BINDING INTENT**

This Declaration shall be binding upon the Master Developer, any applicable Infrastructure Service Provider and all Owners and shall inure for the benefit of such parties from time to time. Every Plot or Unit is sold, owned, occupied and used subject to the terms of this Declaration and this Declaration shall be registered as a restriction against the title of all Plots and Units maintained by the Land Department and shall override any previous declaration issued by the Master Developer or Owners Association rules, declaration and/or constitution. If this is not possible, then every Owner of a Plot or Unit agrees, declares and undertakes for the benefit of the Master Developer, any applicable Infrastructure Service Provider and all other Owners that this Declaration is binding on each Plot and Unit and shall pass with each Plot and Unit and bind successors in title of every Owner.

### 1.4 **DEFINITIONS**

In this Declaration a reference to the Particulars means the Particulars of the Sale and Purchase forming part of the relevant Purchase and Sale Agreement and unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

#### **Accounting Date**

the particular date applicable to the Master Community as provided in Schedule E or such other date as the Master Developer or any Infrastructure Service Provider (having the right to do so) may nominate from time to time.

#### **Affiliate**

means with respect to a company, a party controlling, controlled by or under the common control with such person. For the purposes of this definition, the term "control" shall mean the ability to control, direct or materially influence the decisions, actions and/or policies of the applicable entity.

#### **Alienate**

means to alienate any Plot or Unit and includes alienation by way of sale, transfer, exchange, grant, deed, succession, assignment, court order, insolvency or liquidation, and "alienation" shall have a corresponding meaning.

#### **Alteration**

means any external alterations, additions or permanent decorations to any Improvement constructed on any Plot.

#### **Applicable Laws**

means all applicable laws, rules, regulations, orders, statutes, decrees, approvals, consents, licences and ordinances, all as promulgated and amended from time to time by any:

- (i) legislative, regulatory and administrative governmental authorities of competent jurisdiction in the Emirate of Dubai or the country of the UAE, which has jurisdiction over the Master Community; and
- (ii) any courts of competent jurisdiction sitting in the Emirate of Dubai and elsewhere in the UAE.

#### **Budget**

means the budget of income and expenditure for each Financial Year, as more particularly set out in Clause 3.1.

#### **Civil Code**

means the Federal Law No. 5 of 1985 (as amended) in respect of Civil Transactions for the United Arab Emirates.

#### **Common Elements**

has the meaning attributed to it under Applicable Laws.

#### **Common Areas**

means those parts of a Jointly Owned Property either Identified on a Site Plan or otherwise prescribed or defined by any Applicable Laws.



**Common Use Facilities**

means all open areas, services, facilities, roads, tunnels, turns, crossroads, corridors, curbs, islands separating the road, bridges, pavements, drainage sewers and systems, pipelines, lakes, pools, canals, fountains, water features and other watercourses or waterways, lidos, beaches, sea walls, quay walls, breakwaters, gardens, parks, green areas, public areas and playgrounds (if any), fire and safety facilities, transport access system/facilities, including road and rail systems (if any) within the Master Community, security facilities, utility and administrative buildings designated by the Master Developer or an Infrastructure Service Provider, public access areas, installations, improvements and common assets and any associated street lighting, street signage, other signage and furniture of the Master Community or any part of them that are intended for use by all Owners and that do not form part of the title of any Plot or Unit (but for the avoidance of doubt may be contained within such Plot or Unit by easement) but are the residual lands and buildings owned by the Master Developer (or any Infrastructure Service Provider) as is identified in the Master Plan, but excluding the Master Developer's Commercial Facilities.

**Declaration**

means this document with the Schedules attached to it as may be amended by the Master Developer from time to time.

**Default Rate**

means an interest rate of 2% per month as may be amended from time to time, provided however such rate shall not exceed the maximum permissible rate under Applicable Laws.

**Deposit**

means the security deposit to be lodged with the Master Developer or any Infrastructure Service Provider (having the right to collect such deposits) by an Owner, as more particularly specified in Clause 3.3.

**Development Control Regulations**

means the relevant development control regulations (where applicable) or such other policies or guidelines relating to the control and regulation of the relevant Master Community issued by the Master Developer and as attached from time to time.

**Discount**

means the amount by which the Master Developer or any Infrastructure Service Provider (having the right to determine such discounts) may reduce Owners' Service Charge contributions upon timely payment by the requisite due date of such contributions or through agreement of a Specified Payment or Communication Method as permitted by clause 3.2.8 and which may be included as an Expense item in the Budget, provided that the amount of such discount may not exceed 20% of the Service Charge payable in any given Financial Year.

**Expenses**

means the expenses of the Master Developer, its Affiliates or any Infrastructure Service Provider (having the right to incur such expenses) in connection with the provision and financing of all facilities, management, operation, administration, repair, maintenance, servicing and control of the Master Community, including but not limited to the items referred to in Clause 3.1.2 (a)- (m).

**Financial Year**

means a year ending on an Accounting Date.

**Improvements**

means the carrying out of building, engineering or other operations in over or under land including the construction of a temporary or permanent moveable or immovable structure, which includes (but is not limited to):

- (i) mechanical, electrical or other system;
- (ii) a fence;
- (iii) a mast pole or a telecommunication aerial.

**Infrastructure Service Provider**

means an owner or operator of Common Use Facilities whether by way of freehold title, leasehold title or concession.

**Intellectual Property**

means the Logos of the Master Developer together with all other trademarks, service marks, trade names, logos, designs, symbols, emblems, Insignia, slogans, copyrights, know-how, confidential information, drawings, plans and other identifying materials which are owned by the Master Developer, whether or not registered or capable of registration.

**Jointly Owned Property**

plots, whether created by an affection plan or Volumetric Subdivision, that have been sub-divided into Units and Common Areas in relation to which an Owners Association will be constituted in accordance with Applicable Laws.

**Land Department**

means the land Registration Department of the Government of Dubai, UAE.

**Logo**

means the specific logos of the Master Community, the Master Developer and Nakheel PJSC and any other logos used by the Master Developer in connection with the Master Community including logos for any new names for any part of the Master Community nominated by the Master Developer from time to time.

**Managing Agent**

means any person or body appointed by the Master Developer and/or any Infrastructure Service Provider (having the right to appoint the same) as an independent contractor, or as an employee, to undertake any of the functions of the Master Developer or any Infrastructure Service Provider (as applicable).

**Master Community**

means each Master Community listed in Schedule A, which is to be divided into Plots and Common Use Facilities generally in accordance with each corresponding Master Plan or any amendment of such Master Plan and includes all or any extensions of or reductions to the Master Community from time to time.

**Master Developer**

means in relation to each Master Community, the relevant Master Developer named in Schedule A, or its nominees, assigns, transferees, successors or successors-in-title and in the case of the Master Developer referred to in clause 6.7 and in the definition of Declaration in Clause 1.4, means Nakheel PJSC.

<b>Master Developer's Commercial Facilities</b>	means those facilities and amenities (including any community clubs, spas, railway or other transportation networks, and other leisure facilities) that, at the Master Developer's sole election, will not form part of the Common Use Facilities, but are owned, managed and maintained by the Master Developer or any of its Affiliates at its own expense and for its own profit, as more fully detailed in Clause 6.5.
<b>Master Plan</b>	means the plan of the relevant Master Community as attached in Schedule B as it may be amended by the relevant Master Developer from time to time.
<b>NOC</b>	means the no objection certificate or other approval Issued by the Master Developer and/or any Infrastructure Service Provider (having the right to issue such certificates or approvals) confirming that all monies due to the Master Developer by an Owner have been paid and that the Owner has complied with all of its obligations under this Declaration, the Rules, the Development Control Regulations and any other Applicable laws.
<b>Occupier</b>	means any person occupying or visiting a property owned by an Owner, including such Owner's lessees, tenants, visitors, servants, agents, employees, guests, family members, clients or business associates.
<b>owner</b>	means the registered owner of a Single Ownership Plot or Unit including his heirs, successors-in-title and permitted successors and assigns and includes an Owners Association as applicable.
<b>owners Association</b>	means the association that is formed in accordance with any Applicable Laws, the members of which are the Owners of Units in a Jointly Owned Property.
<b>Participation Quota</b>	means the weighting attributed to a Plot by the Master Developer or any Infrastructure Service Provider (having the right to determine such weighting) in its sole discretion derived by having regard to any attributes of such Plot the Master Developer or applicable Infrastructure Service Provider deems necessary or appropriate including without limitation the type of use carried out on that Plot or Unit and the size of areas within or approved to be within that Plot .
<b>Plot</b>	means the land or spatial parcel (including any building or other immovable property constructed on it) created following a land subdivision or Volumetric Subdivision within a Master Community (excluding the Common Use Facilities), the title to which may be registered at the Land Department.
<b>Provisional Service Charge</b>	means in respect of each Financial Year, the sum fixed by the Master Developer or any Infrastructure Service Provider (having right to determine such charges) as being a reasonable estimate of an Owner's Service Charge for the relevant Financial Year.
<b>Regulatory Body</b>	means any regulatory authority or entity established under Applicable Laws to manage, maintain, administer and control the Master Community or any part of it.
<b>Relevant Authority</b>	means as the context requires:

- (i) the Government of the UAE;
- (ii) the Government of the Emirate of Dubai;
- (iii) any other ministry, department, local authority or entity having jurisdiction over the Master Community (including Trakhees or any regulator appointed pursuant to any Applicable Laws); and
- (iv) any service provider approved by the Master Developer and having jurisdiction over the Master Community (including but not limited to the Dubai Electricity and Water Authority and/or the Managing Agent).

**Reserve Fund**

bears the meaning attributed to it in Clause 3.1.1.

**Rules**

means the relevant rules and regulations Issued by the Master Developer from time to time relating to the relevant corresponding Master Community as well as any other rules and regulations relating to different aspects of regulating the Master Community, such as access (including swimming) and the operation and passage of vessels and marine craft within any canals and waterways contained within the Master Community (if applicable) and includes any such rules and regulations relating to the Common Use Facilities as are approved by any Infrastructure Service Provider having the right to determine such rules.

**Schedules**

means the schedules' attached to this Declaration and any part of them as may be amended, deleted or replaced by the Master Developer from time to time.

**Service Charge**

means the annual service charge for a Plot levied by the Master Developer or any Infrastructure Service Provider (having the right to levy such charges) upon an Owner for its proportionate contribution towards the Expenses allocated in accordance with the Participation Quota.

**Single Ownership Plot**

means a Plot that is registered as a single title and not subdivided into Units and Common Areas (or any other fractional ownership).

**Site Plan**

a plan of a Jointly Owned Property registered at the Land Department pursuant to any Applicable Laws showing Units and Common Areas.

**Special Levy**

bears the meaning attributed to it in Clause 3.1.9.

**Specified Payment or Communication Method**

means any specific payment or communication method agreed between an Owner and the Master Developer or Infrastructure Service Provider (as appropriate) with regards to the service of notices or the payment of Service Charges.

**Title Ownership and Management Scheme**

means the title ownership and management scheme for the Master Community as more particularly described in Clause 1.1.

**UAE**

means the country of the United Arab Emirates

**Unit**

means a unit within a Jointly Owned Property, as identified on a Site Plan.

## Utilities

means drainage of soil and water and supply of water, sewerage, air-conditioning (including chilled water for air conditioning), electricity, gas, (if applicable), telecommunications, garbage clearance or any other services appropriate to maintain the relevant area of the Master Community.

## Volumetric Subdivision

has the meaning attributed to it by Applicable Laws

### 1.5 INTERPRETATION

- 1.5.1 The clause headings are for convenience only and shall be disregarded in construing this Declaration.
- 1.5.2 Unless the context clearly indicates a contrary intention:
- (a) the singular shall include the plural and vice versa;
  - (b) a reference to any one gender shall include the other genders;
  - (c) a reference to natural persons includes legal persons and vice versa; and
  - (d) a reference to the "Master Community", the "Master Plan", the "Development Control Regulations" and the "Rules" shall include any or all of them as listed in Schedules A & B respectively, but only so far as may relate each to the other. All other defined terms contained in clause 1.4 shall be applied and interpreted in a like manner.
- 1.5.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 1.5.4 When any number of days is prescribed in this Declaration, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Friday or proclaimed public sector holiday in the UAE, in which event the last day shall be the next succeeding day which is not a Friday or public holiday.
- 1.5.5 If any provision of this Declaration is in conflict or inconsistent with any Applicable Laws, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Declaration.
- 1.5.6 If any provision in a definition in this Declaration is a substantive provision conferring rights or imposing obligations on any of the Owners then, notwithstanding that it is only in the definition clause of this Declaration, effect shall be given to it as if it were a substantive provision in the body of this Declaration.
- 1.5.7 All dates and periods shall be determined by reference to the Gregorian calendar.
- 1.5.8 The Preliminary and following Schedules to this Declaration are deemed to be incorporated in and form part of this Declaration:

### Schedules:

**Schedule A:** Master Community and Master Developer

**Schedule B:** Master Plan for each Master Community

**Schedule C:** Accounting Dates for each Master Community

## 2. DUTIES & OBLIGATIONS OF THE MASTER DEVELOPER AND ANY INFRASTRUCTURE SERVICE PROVIDER

### 2.1 MANAGEMENT FUNCTION

The Master Developer or any Infrastructure Service Provider (assigned the right to perform such duties) shall undertake the following duties to ensure the preservation of the Common Use Facilities:

- 2.1.1 Develop, construct, operate, maintain, repair, improve, manage and insure the Common Use Facilities in the best interests of the Master Community and its constituent parts. In particular, but without prejudice to the generality of the foregoing, the Master Developer or any Infrastructure Service Provider (assigned the right to perform such duties) shall:
- (a) repair, redecorate, maintain and where necessary renew and improve, clean, landscape, garden and light the Common Use Facilities;
  - (b) if applicable, maintain channels, marinas, navigation systems, access routes and related marine facilities and amenities of the Common Use Facilities;
  - (c) if applicable, pay for the rescue, salvage, recovery or removal of abandoned, stranded and/or sunk and/or wrecked vessels or marine craft in the Common Use Facilities;
  - (d) pay for all Utilities for the Common Use Facilities, insurance charges for the Common Use Facilities and all other charges in connection with any other services provided to or incurred in connection with the Common Use Facilities;
  - (e) pay for any rates, charges, duties, taxes, assessments or outgoings of whatsoever nature imposed upon the Common Use Facilities under Applicable Laws;
  - (f) employ such guards, establish, maintain and repair such comprehensive security systems, maintain such control centers for the protection of persons and property within the Common Use Facilities and the Master Community and install, operate and maintain such communication systems as the Master Developer or any applicable Infrastructure Service Provider deems fit;



- (g) employ such administrative, professional and managerial staff and other labour, and retain the services of such lawyers, accountants, architects and other professional personnel in connection with the management operation and maintenance of the Common Use Facilities and the Master Community and for the performance of the Master Developer's or any applicable Infrastructure Service Provider's obligations (as appropriate) under this Declaration;
  - (h) procure or enter into contracts and agreements in respect of the Common Use Facilities for Utilities, cleaning, security, garbage disposal, landscaping, vermin extermination, grounds maintenance and other services or such of them as the Master Developer or any applicable Infrastructure Service Provider may deem necessary or desirable;
  - (i) make provision for such reasonable financial reserves for future or deferred expenses for repair, maintenance, replacements or improvements of the Common Use Facilities as the Master Developer or any applicable Infrastructure Service Provider deems fit;
  - (j) provide all such items of equipment, such services and facilities, and such machinery and stock-in-trade as the Master Developer or any applicable Infrastructure Service Provider shall from time to time deem fit to provide for the benefit of the Owners or which are appropriate for the protection of the value and quality of the Common Use Facilities;
  - (k) insure the Common Use Facilities against such risks and for such sums as the Master Developer or any applicable Infrastructure Service Provider deems fit, provided that any such insurance in respect of the Common Use Facilities shall include full replacement insurance and public risk insurance;
  - (l) undertake, or delegate to a third party, maintenance works related to Common Use Facilities for the benefit of the Master Community; and
  - (m) enter into any lease, license, or similar arrangement regarding any land, improvements or equipment that may be necessary to the provision of the Common Use Facilities.
- 2.1.2** The Master Developer or any applicable Infrastructure Service Provider is authorised to manage such areas, structures and/or features in addition to the Common Use Facilities within the Master Community for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts.
- 2.2 ADMINISTRATIVE FUNCTION**
- The Master Developer or any Infrastructure Service Provider (assigned the right to perform such duties) shall in general take all actions necessary to control, manage and administer the Master Community for the benefit of all Owners. In particular, but without prejudice to the generality of the foregoing, the Master Developer or any Infrastructure Service Provider (assigned the right to perform such duties) shall have authority to:
- 2.2.1** take such action as may be necessary to enforce payment of monies due to it, including Service Charges, or compliance of obligations owed to it in whatsoever capacity by the Owners.
  - 2.2.2** ensure that the Title Ownership and Management Scheme is adopted and imposed upon all parts of the Master Community.
  - 2.2.3** make and amend such Rules which are not inconsistent with this Declaration:
    - (a) for the furtherance and promotion of any of the purposes of this Declaration;
    - (b) as to what constitutes appropriate use of the Common Use Facilities, or any Plot or Unit;
    - (c) as to the resolution of disputes;
    - (d) as to the levy and collection of Service Charge contributions;
    - (e) as to all matters pertaining to fire, health, safety and environmental protection and response;
    - (f) as to environmental sustainability, including the adoption of initiatives and measures to promote sustainability in the Master Community; and
    - (g) for the better management of the Common Use Facilities and the administration and governance of the Master Community generally.
  - 2.2.4** unless the responsibility of a Relevant Authority and subject to Applicable Laws, make the Development Control Regulations to control and administer use and development within the Master Community and to deal with the matters contained in Clause 2.2.5 and 2.2.6 below.
  - 2.2.5** unless the responsibility of a Relevant Authority and subject to Applicable Laws, exercise responsibility for the issuance of all planning approvals within the Master Community and all powers of control and enforcement in relation to them including:
    - (a) the review and approval of plans;
    - (b) the issuance of planning permits, building permits and/or licenses;
    - (c) the design and siting of all parking and landscaping;
    - (d) inspections;
    - (e) the levy and collection of fees for the provision of the above services; and
    - (f) the enforcement of any and all planning and building controls, laws, rules and regulations applying to the Master Community from time to time, including but not limited to the Development Control Regulations.
  - 2.2.6** ensure coordination and integration of construction activities within the Master Community including:
    - (a) physical site management, arrival and departure of materials, plant, equipment and labour, the location and storage of materials, siting of site and sales offices, hoarding and other movable structures;
    - (b) construction, design and development programs, in particular, to ensure the correct and timely interfacing of buildings constructed on a Plot with adjacent buildings;
    - (c) arranging the provision of all necessary Utilities to the boundary of a Plot; and
    - (d) master planning.

- 2.2.7 unless the responsibility of a Relevant Authority and subject to the Applicable Laws, erect, display and control public space advertising and all signage generally within the Common Use Facilities.
- 2.2.8 unless the responsibility of a Relevant Authority and subject to the Applicable Laws, administer the consents required for public space advertising on or within buildings on Plots.
- 2.2.9 if the Master Developer or any applicable Infrastructure Service Provider determines that NOCs are required under Clause 4.3, administer the issuance of NOCs.
- 2.2.10 use the Common Use Facilities for commercial purposes and grant the use of the Common Use Facilities to third parties from time to time for recreational, commercial or other ad hoc purposes under the provisions of Clause 4.1.3.
- 2.2.11 open and maintain such accounts as are deemed by the Master Developer or any applicable Infrastructure Service Provider as being reasonably required to manage the Common Use Facilities and Master Community with recognised banks and deduct such monies from them as required in accordance with the Master Developer's or any applicable Infrastructure Service Provider's obligations under this Declaration.
- 2.3 REGULATORY BODY AND APPLICABLE LAWS**
- 2.3.1 The Master Developer shall exercise full authority and control over all of the Master Community and pursuant to this authority the Master Developer may transfer such authority and control (or part thereof) to an Infrastructure Service Provider or any Regulatory Body established pursuant to Applicable Laws.
- 2.3.2 If a Regulatory Body has been established and Applicable Laws require authority and control of the Master Community to be transferred to the Regulatory Body then to the extent permissible pursuant to Applicable Laws such authority and control shall be transferred without prejudice to any rights of an Infrastructure Service Provider, and the Master Developer will immediately cease after transfer to such Regulatory Body to be responsible for any management, administration, maintenance or control of the Master Community and be released from any and all claims, losses, costs, damages or liability whatsoever, however and to whomsoever incurred or sustained arising from or in relation to the Master Developer's management, administration, maintenance or control of the Master Community.
- 2.3.3 In the event any provision in this Declaration is inconsistent with or in conflict with any Applicable Laws, the provisions of the Applicable Laws shall prevail.
- 2.4 MANAGING AGENT**
- The Master Developer or any applicable Infrastructure Service Provider shall have the power and be authorised from time to time to appoint a Managing Agent to control, manage, maintain and administer the Master Community and Common Use Facilities and exercise such or all of the powers, rights and duties entrusted to the Master Developer or the applicable Infrastructure Service Provider under this Declaration.
- 3. BUDGET AND SERVICE CHARGE**
- 3.1 THE BUDGET, EXPENSES AND DETERMINATION OF SERVICE CHARGES**
- 3.1.1 The Master Developer or any Infrastructure Service Provider (assigned the right to determine the Budget, incur Expenses or determine Service Charges) shall, at least two (2) months prior to the end of each Financial Year, prepare the Budget of estimated Expenses for the following Financial Year in respect of the Common Use Facilities and otherwise in performing its obligations under this Declaration, together with all administrative and other expenses relating to the Common Use Facilities for which the Master Developer or the applicable Infrastructure Service Provider is responsible, and any amount proposed to be held in reserve in respect of future maintenance, repairs or capital expenditure (the "Reserve Fund").
- 3.1.2 Expenses shall include but not be limited to:
- (a) the costs of labour, material, equipment, supplies, third party hire, security, insurance (including premium and deductible amounts), Utilities for the Common Use Facilities, statutory rates, taxes and charges and professional fees, including those charged or incurred by the Managing Agent;
  - (b) the cost of maintaining, cleaning and repairing the Common Use Facilities in the Master Community;
  - (c) the cost of operating, maintaining, dredging, repairing and replacing the seawalls, waterways, beaches and other features in the Master Community (if applicable);
  - (d) the cost of operating, maintaining, landscaping and repairing the Common Use Facilities in the Master Community;
  - (e) the cost of refuse handling and collection for the Common Use Facilities;
  - (f) the costs incurred in administering and enforcing the Rules or the Development Control Regulations;
  - (g) the costs incurred in connection with the administration and management of the Master Community including legal, accounting and other professional fees;
  - (h) provision for future maintenance, repairs, replacements or capital expenditure for any of the Common Use Facilities;
  - (i) depreciation, financing cost, equity cost, rental or other costs incurred by the Master Developer or any Infrastructure Service Provider in connection with the establishment, construction, provision, repair and maintenance of the Common Use Facilities and related infrastructure in the Master Community;
  - (j) any other sum properly incurred by the Master Developer or any applicable Infrastructure Service Provider in connection with the Master Community including but not limited to, the cost of providing any other service which the Master Developer or any applicable Infrastructure Service Provider reasonably considers necessary for the purpose of complying with its management and administrative functions in accordance with this Declaration;
  - (k) costs associated with establishing and maintaining the Reserve Fund;

- (l) costs associated with monitoring, maintaining and improving the ecology and water quality of the surrounding marine environment (if applicable); and
- (m) provision for the Discount. The below table illustrates by way of example only the Discount mechanism which the Master Developer or any applicable Infrastructure Service Provider may include in the Budget and apply to Service Charge collections:

	AED
Total Budgeted Expenses	800,000
Loading to support Discount	25.00%
Budget Loading	200,000
Service Charge Amount	1,000,000
Discount Allowed @ 20%	200,000

Net collections upon timely or Alternative Payment of Service 800,000  
Charges by Owners

### 3.1.3 In compiling the Budget:

- (a) Expenses relating to the entire Master Community, for which the Master Developer or any applicable Infrastructure Service Provider is responsible, shall be taken into account;
- (b) the Master Developer shall be responsible for such Expenses as apportioned to it in terms of the agreement referred to in Clause 6.1;
- (c) the balance of the Expenses shall be allocated to Owners according to the Master Developer's or any applicable Infrastructure Service Provider's assessment referred to in Clause 3.1.5;
- (d) the costs associated with any property dedicated to and accepted by the Relevant Authority or public utility company shall be excluded from the Budget calculation;
- (e) liability for payment of the above Service Charges to the Master Developer or any applicable Infrastructure Service Provider shall vest in the individual respective Owners.; and
- (f) each Owners Association shall apportion its own expenses to its own members according to the provisions of its constitution, declaration, or rules prescribed by Applicable Laws.

3.1.4 The Master Developer or any applicable Infrastructure Service Provider shall reserve the right to prepare separate Budgets for the residential, commercial, retail and/or leisure areas of the Master Community, together with a general Budget for the overall Master Community, in order to properly reflect the different levels of costs that are reasonably required for the proper maintenance, management and administration of each type of use. Additionally, the Master Developer or any applicable Infrastructure Service Provider may prepare separate Budgets for any precincts or neighbourhoods identified by it as requiring separate financial treatment.

3.1.5 Immediately prior to the commencement of each Financial Year the Master Developer or any applicable Infrastructure Service Provider will send a copy of the Budget to each Owner showing the estimated Expenses for the following Financial Year and the Provisional Service Charges payable by the Owner. The Provisional Service Charges shall become due and payable by an Owner to the Master Developer or any applicable Infrastructure Service Provider (in both cases as it determines in its discretion) annually, bi-annually, quarterly or monthly in advance upon the latter of either the date of service of the Budget or the date or dates specified in the Service Charge invoices or like notices upon an Owner.

3.1.6 As soon as possible after each Financial Year, the Master Developer or any applicable Infrastructure Service Provider shall prepare and provide to the Owner a statement (the "Statement") showing the actual Expenses for the Financial Year referred to in the Statement duly certified by the Master Developer or any applicable Infrastructure Service Provider or its respective agents and audited by an independent firm of auditors or any Relevant Authority or Regulatory Body, and such Statement will be conclusive evidence of all matters of fact referred to in it.

3.1.7 In the event that an Owner's share of the Expenses as shown in the Statement for any Financial Year:

- (a) exceeds the amount paid as a Provisional Service Charge for that period, the Owner shall pay the excess to the Master Developer or any applicable Infrastructure Service Provider on demand; or
- (b) is less than the amount paid as a Provisional Service Charge for that period, the Master Developer or any applicable Infrastructure Service Provider shall credit the excess to the Owner against the Service Charges payable by the Owner for the following Financial Year.

3.1.8 If the Master Developer or any applicable Infrastructure Service Provider fails for whatever reason to include in any Financial Year a sum expended or liability incurred during that year, the Master Developer or any applicable Infrastructure Service Provider may include the sum or the amount of the liability in an account for any subsequent Financial Year.

3.1.9 In case of contingency, the Master Developer or any applicable Infrastructure Service Provider may from time to time, when necessary, levy a special charge upon the Owners in respect of any unforeseen expenses which have not been included in the Budget (the "Special Levy") and such Special Levy may be made payable in one sum or in such instalments as the Master Developer may determine in its own discretion.

3.1.10 Notwithstanding the forgoing part of this Clause 3.1, the Master Developer or any applicable Infrastructure Service Provider at its discretion may make special arrangements for the Service Charges assessed in respect to certain Plots or groups of Plots of a similar nature within the Master Community.



### **3.2 COLLECTION OF SERVICE CHARGES**

- 3.2.1** Each Owner, by taking transfer of title, is deemed to covenant and agree to pay the Service Charges in accordance with this Declaration.
- 3.2.2** No Owner shall enjoy the privileges of usage of the Common Use Facilities unless he shall have paid all Service Charges or other sum (if any) which may be due and payable to the Master Developer or any applicable Infrastructure Service Provider in terms of this Declaration.
- 3.2.3** Upon taking transfer of a Plot from the Master Developer, an Owner becomes liable for payment of Service Charges in respect of the unpaid portion of Service Charges for that Financial Year. In respect of a subsequent transfer of a Plot, an Owner becomes liable for payment of all Service Charges due in respect of such Plot, including arrears.
- 3.2.4** If an Owner fails to pay his Service Charges in full to the Master Developer or any applicable Infrastructure Service Provider on the due date, the Master Developer or any applicable Infrastructure Service Provider may place a charge or lien on the Owner's title and enforce payment of the Service Charge as a secured debt or otherwise institute an action for the recovery of the debt in any competent court or refuse to grant any NOC it is authorised to grant under this Declaration. Owners agree that an invoice issued by the Master Developer or any applicable Infrastructure Service Provider in the name of an Owner is conclusive proof of the debt owing and that the Owner shall have no right of set-off or counterclaim in respect of any such debt.
- 3.2.5** Where any Single Ownership Plot is owned in the joint names of more than one person, all the registered Owners of that Single Ownership Plot shall be jointly and severally liable for the due performance of any obligation to the Master Developer or any applicable Infrastructure Service Provider.
- 3.2.6** An Owner shall be liable for all legal costs, including lawyers' fees, collection commission, expenses, own fees and other charges incurred by the Master Developer and any applicable Infrastructure Service Provider in obtaining the recovery of Service Charge arrears or any other arrear amounts due to it, or enforcing compliance with this Declaration or any Schedule attached to it.
- 3.2.7** The Master Developer or any applicable Infrastructure Service Provider shall be entitled to charge for late payment on any amounts in arrears. Any such charge for late payment shall be calculated at the Default Rate and are recoverable from the date on which the amount is due and payable to the date of payment.
- 3.2.8** The Master Developer or any applicable Infrastructure Service Provider shall be entitled to apply a Discount to be given to an Owner if a Service Charge contribution or any corresponding instalment is received by the Master Developer or any applicable Infrastructure Service Provider by the date for payment stated in the corresponding Service Charge invoice or notice. or if payment is made or communications sent and received through a Specified Payment or Communication Method.

### **3.3 SECURITY DEPOSIT**

Upon transfer of ownership of a Unit or Plot to an Owner or such earlier date as is agreed upon, that Owner shall, if required by the Master Developer or any applicable Infrastructure Service Provider, lodge with the Master Developer or any applicable Infrastructure Service Provider (as applicable) the Deposit in an amount determined by the Master Developer or any applicable Infrastructure Service Provider (as applicable) as security for the Owner's obligations to pay Service Charges under this Declaration. The Deposit will be held by the Master Developer or any applicable Infrastructure Service Provider as continuing security and the Master Developer may apply the Deposit in whole or in part towards to satisfy each Owner's payment obligations under this Declaration. If the whole or any portion of the Deposit is so applied the Master Developer or any applicable Infrastructure Service Provider (as applicable) shall notify the Owner in writing and the Owner shall immediately reinstate the Deposit to the original amount. The Owner shall not be entitled to set off any Service Charges or other amount payable by the Owner against the Deposit. The Deposit, or balance thereof, shall be returned to the Owner upon his lawful disposition of the Plot or Unit. Notwithstanding anything to the contrary set out herein, the Master Developer or any applicable Infrastructure Service Provider (as applicable) may utilise the funds retained as the Deposits for its float and liquidity purposes in respect of its obligations set out in this Declaration.

### **3.4 OTHER REVENUE**

Notwithstanding the foregoing provisions of this Declaration, the Master Developer or any applicable Infrastructure Service Provider may (but is not obliged to) apply revenue it generates and/or collects from activities carried on within or in connection with the Master Community (other than Service Charges) including any revenues generated from the Common Use Facilities towards the payment of the Expenses in the event there are deficiencies in collection of the applicable Service Charges in any given Financial Year at its absolute discretion.

## **4. OWNERS' RIGHTS AND OBLIGATIONS**

### **4.1 GENERAL**

#### **4.1.1 Every Owner is obliged to comply with:**

- (a) the provisions of this Declaration, its Schedules, and all Rules and Development Control Regulations made by the Master Developer and any applicable Infrastructure Service Provider under it;
  - (b) any agreement concluded by the Master Developer and any applicable Infrastructure Service Provider insofar as such agreement may directly or indirectly impose obligations on an Owner; and
  - (c) any directive given by the Master Developer and any applicable Infrastructure Service Provider in enforcing the provisions of this Declaration.
- 4.1.2** Every Owner shall be responsible for and pay for Utility connection and consumption charges, and any property or local authority taxes levied on the Owner's Plot or Unit. In the event that any of those facilities are provided to an Owner directly by the Master Developer, the Owner shall settle any such consumption or usage charges on demand.

**4.1.3** The Master Developer or any applicable Infrastructure Service Provider in using the Common Use Facilities for commercial purposes or granting the use of the Common Use Facilities to third parties from time to time for recreational, commercial or other ad hoc purposes, may collect revenue derived from its own use or from such grant and may at its discretion apply all or some of the net revenue towards the costs incurred by the Master Developer or any applicable Infrastructure Service Provider in undertaking its obligations under this Declaration or may retain such revenue for its own benefit.

## **4.2 EASEMENTS**

**4.2.1** Every Owner shall have the right and non-exclusive easement of use, access and enjoyment in and to the Common Use Facilities, subject to Clause 4.2.7 and to his due observance and performance of the provisions of this Declaration (including payment provisions) and any Rules made under it (including the Development Control Regulations). In particular, but without prejudice to the generality of the foregoing, the following rights are granted:

- (a) full right and liberty for Owners at all times by day or by night to go, pass and repass over and along the roads, pathways and waterways (if any) of the Master Community and to use the gardens and other open areas of the Master Community for their intended purpose;
- (b) free and uninterrupted passage and running of water, soil, electricity and other power and media transmissions serving a Unit or Single Ownership Plot of an Owner which now are or may at any time in the future be on, over or under the Master Community; and
- (c) where applicable, if the entrances, driveways, parking areas, channels, marina slips, private access ways and/or berths to a Unit or any property are shared, reciprocal appurtenant easements of right of way shall be created for the benefit of the Owner and all Owners of the properties to which such entrance, driveways, laneways, service roads, parking areas, channels, marina slips, private access ways and/or berths are appurtenant. The Owner, and the Owners of the properties to which such easements are appurtenant (and all persons authorised by them) shall have the right at all times by day or by night to go, pass and repass on, over, through and along such entrances, driveways, laneways, service roads, parking areas, channels, marina slips, private access ways and/or berths for the purposes of ordinary access, ingress, egress and parking or berthing. This easement is subject to such reasonable security arrangements and regulations as may be imposed by the Owner responsible for such entrance, driveway, laneway, service road, parking area, channels, marina slips, private access ways and/or berths from time to time.

**4.2.2** The Master Developer or any applicable Infrastructure Service Provider (assigned such rights by the Master Developer) shall have the following easements in relation to every Plot or Unit:

- (a) full rights of access to the Plot or Unit at any time as necessary for the purpose of constructing, removing, altering, maintaining and repairing the Common Use Facilities or Utilities supplying them, including but not limited to, works to address any matter which poses a risk to the well-being of Owners, or the environment of the Master Community;
- (b) free and uninterrupted passage for all Utilities to be conveyed across a Plot or Unit in order to supply and operate the Common Use Facilities or as otherwise deemed necessary by the Master Developer or any applicable Infrastructure Service Provider;
- (c) full rights (but not the obligation) of access to the Plot or Unit at any time as necessary for the purpose of constructing, removing, altering, painting, maintaining and repairing any fencing, boundary, retaining or other dividing walls or structures (including their respective foundations or supports) that are adjacent to either a Plot owned or leased by the Master Developer or the Common Use Facilities; and
- (d) right of unimpeded access to provide emergency services.

**4.2.3** Where applicable, if any of the podiums and parking areas, including channels, marina slips, private access ways and/or berths in the Master Community flow into each other, the Owners agree that there shall be reciprocal appurtenant easements of encroachment and for maintenance and use of any encroachment between the Plots and appurtenant properties so affected. No compensation for the right of use shall be promised or received.

**4.2.4** If applicable, each Owner shall have the obligation and responsibility to maintain the podium and any entrance, driveway and parking areas including channels, marina slips, private access ways and/or berths which it owns in good order and repair, in conformation with all covenants, conditions and restrictions affecting the Plots or Units and all governmental regulations, and in a manner which is consistent with the terms and provisions of this Declaration.

**4.2.5** Where there are any service roads across multiple Plots, the Owners of each Plot which contains part of the service road each agrees to vest in the Master Developer the right for the Master Developer to maintain and control that service road for the mutual benefit of each such Owner and at the shared cost of each such Owner. The Master Developer shall in particular have the right to make and enforce rules and incur expenses on behalf of each such Owner in respect to:

- (a) repairing, maintaining and replacing where necessary any part of the service road including any sidewalk and the pavement;
- (b) street lighting;
- (c) cleaning and waste removal;
- (d) maintaining clear access along the service road and into the adjoining buildings; and
- (e) the parking of motor vehicles.

**4.2.6** Any Plot or Unit shall be held, conveyed, leased, occupied, operated and used, subject to such easements or restrictions contained in this Declaration or as imposed by any Relevant Authority, each and all of which are for, and shall Inure to, the benefit or burden of and shall pass with each and every part of the Plot or Unit and shall apply to and bind the legal heirs, successors in title and permitted successors or assigns of the Owner, and each of which shall constitute covenants running with the land between the respective Owners of appurtenant properties. Each of the easements or restrictions reserved or granted in this Declaration shall exist in perpetuity and shall be appurtenant to each of the properties having a boundary line adjacent to the easements or restrictions.

**4.2.7** Although it is intended that Owners will have the right of access and enjoyment of the roads, pathways, waterways (if any) and facilities that comprise the Common Use Facilities, every Owner acknowledges that access to some areas (including but not limited to certain breakwater areas, waterways, beaches and other hazardous premises, if applicable) may not be safe or appropriate, or may be restricted for commercial, environmental protection, practical reasons or due to the nature of the design of the Master Plan. The Master Developer and any applicable Infrastructure Service Provider shall at all times have the right to:

- (a) restrict or prohibit access to certain areas within the Common Use Facilities;
- (b) provide rules from time to time at the Master Developers' or any applicable Infrastructure Service Provider's sole discretion for access and the use of the waterways (if any) (including swimming, fishing and the operation of vessels and marine craft in the waterways) and such other rules as are necessary to ensure safe and orderly passage through the Common Use Facilities (where applicable). Every Owner agrees to be bound by such rules and procure that all visitors, invitees, guests or Occupiers of the Owner are aware of and comply with them.

**4.2.8** All Owners agree to provide such rights of access and passage as are reasonably required to the Master Developer, any applicable Infrastructure Service Provider or each other for the purpose of compliance with this clause 4 and shall be liable to compensate the Master Developer or any other party on an Indemnity basis for all costs and losses, including consequential loss, that they may sustain as a result of denial of such rights.

#### **4.3 ALIENATION**

**4.3.1** Every Owner shall, on being registered as the Owner of a Plot or Unit by way of Alienation or otherwise be bound by this Declaration as if they were a contracting party.

**4.3.2** An Owner shall not be entitled to Alienate a Plot or Unit or any interest therein without first obtaining a NOC. Until compliance with these formalities, the relevant Owner will continue to be jointly and severally liable with the owner's successor for the due performance of this Declaration even though their ownership in any Plot or Unit has been transferred to another person.

**4.3.3** In the event an Owner is a legal entity, any change in the legal or beneficial ownership of any shares in the legal entity or any issue of new capital, or the legal rights attaching to existing capital, or any other thing which has the effect of altering the effective management or control of such legal entity, then such change shall be deemed to be an Alienation of the Plot or Unit and the Owner, prior to such change, shall be required to deliver a notice, duly signed by all the directors of such entity, to the Master Developer or any applicable Infrastructure Service Provider informing it of the anticipated change of shareholding and to obtain a NOC in respect of it.

#### **4.4 ALTERATIONS AND IMPROVEMENTS**

**4.4.1** An Owner shall not undertake the construction of any Improvements on a Plot or Unit or undertake any Alterations to such Improvements without the prior written consent of the Master Developer. The granting or withholding of consent shall be in the discretion of the Master Developer exercised in the best interests of the Master Community and neighbouring Owners. Notwithstanding any approval granted by the Master Developer, no Improvements or Alterations may be undertaken until any approval required from a Relevant Authority has been obtained by the Owner.

**4.4.2** If an Owner fails to comply with the provisions of Clause 4.4.1 and such failure persists for a period of 30 (thirty) days after written notice given by the Master Developer, the Master Developer shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from the offending Owner.

**4.4.3** For the avoidance of doubt if the Master Developer is satisfied that the alterations or improvements may cause a damage to health, safety or adversely effect the environment, the Master Developer is entitled to require immediate remedy without further notice.

#### **4.5 USE OF PLOT**

**4.5.1** Owners shall not use any Plot for any purposes other than the use prescribed in the Development.

Control Regulations and/or the Rules and Owners shall comply in all respects with the provisions of all Applicable Laws, the Development Control Regulations, the Rules and any Owners Association rules prescribed by the Master Developer (where applicable) now or from time to time in force in relation to the Plot or anything done on the Plot, as applicable, and any licences or consents regulating trade activities issued by a Relevant Authority or the Master Developer.

**4.5.2** An Owner shall not change the use of the Owner's Plot or Unit without the prior written consent of the Master Developer. The granting or withholding of consent shall be in the discretion of the Master Developer exercised in the best interest of the Master Community and neighbouring Owners.

**4.5.3** If at any time it is proposed to convert a Single Ownership Plot to a Jointly Owned Property, or vice versa or it is proposed to subdivide a Plot on a single ownership basis, the prior written consent of the Master Developer is required. The Master Developer's consent shall not be unreasonably withheld if the following conditions are met:

- (a) the plans and specifications for Improvements or Alterations required to undertake such conversion are acceptable to the Master Developer;
- (b) the Title Ownership and Management Scheme is applied. For example, any conversion from a Single Ownership Plot to a Jointly Owned Property shall entail title registration of each Unit therein, the formation of a Owners Association (as prescribed by any Applicable Laws), the adoption of any Owners Association rules prescribed by the Master Developer and where required or permitted under Applicable Laws
- (c) the conversion will not entail a reduction in aggregate Service Charges allocated to and payable by the Owner of the Plot or in the case of a subdivision on a single ownership basis (including Volumetric Subdivision) the Owners of each new Plot;

#### **4.6 UTILITIES**

**4.6.1** Every Owner shall be responsible for connection to and paying for all Utilities required in connection with his Plot or Unit.

**4.6.2** At the Master Developer's option, each Owner shall purchase Utilities servicing or to service any part of the Master Community from the Master Developer or a third party operator authorised by the Master Developer.

#### **4.7. FENCING**

- 4.7.1** Subject to clause 4.7.3, Owners that own Plots with a common boundary with an adjoining Plot shall be responsible for the maintenance and repair of any common boundary fences between such Plots (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the respective fence) to the same type and standard as the original boundary fence constructed between the Plots. The cost of any such repair and maintenance shall be contributed equally by the Owners of any such adjoining Plots unless any such repair arises as a result of damage by an Owner of one of the Plots, in which case the entire cost of repair shall be met by that Owner. All Owners agree to provide such rights of access as are reasonably required to each other for the purpose of compliance with this clause and shall be liable to compensate any other party on an indemnity basis for all costs and losses, including consequential loss, that they may sustain as a result of denial of such access or non-compliance with this clause generally.
- 4.7.2** Subject to clauses 4.7.1 and 4.7.3 where an Owner of a Plot with a common boundary with an adjoining Plot wants to compel an Owner of the adjoining Plot to assist in repairing a common boundary fence (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the respective fence) and such repairs are reasonably required, the Owner must provide one month's written notice to the adjoining Owner requiring assistance in this regard unless in the case of an emergency where no such notice will be required. Where the adjoining Owner does not provide its assistance the Owner may undertake the repairs and demand and recover from the adjoining Owner on whom the notice has been served one-half of the costs of repairing the fence.
- 4.7.3** Neither the Master Developer or any applicable Infrastructure Service Provider is liable for the cost of any maintenance or repair of any common boundary fences, boundary, retaining or other dividing walls or structures (including foundation, foundation walls or support reasonably necessary for the support and maintenance of the respective fence or walls) adjoining the Common Use Facilities or a Plot owned by the Master Developer or any applicable Infrastructure Service Provider. Where the Master Developer or any applicable Infrastructure Service Provider exercises its rights under clause 4.2.2(c), it shall be entitled to recover from the adjoining Owner full reimbursement for the costs it incurs in carrying out such maintenance.

#### **4.8 SECURITY**

Owners shall comply with all security procedures and directions implemented and issued from time to time by the Master Developer or any applicable Infrastructure Service Provider assigned the rights to implement such procedures or directions.

#### **4.9 WATERWAYS (IF APPLICABLE)**

- 4.9.1** The Master Developer or any applicable Infrastructure Service Provider (assigned the right to perform such duties) shall be entitled to rescue, recover or remove any abandoned, stranded, wrecked or sunk vessel or marine craft or any part thereof, within the Common Use Facilities and shall further be entitled to dispose of such vessel or marine craft or any part thereof and such contents therein in such manner and at such price as the Master Developer or any applicable Infrastructure Service Provider deems fit and the Master Developer or any applicable Infrastructure Service Provider shall deduct from the proceeds of such sale all expenses and costs incurred by the Master Developer or any applicable Infrastructure Service Provider (as applicable) in such salvage and costs incurred in respect of such sale or to recover any such costs or deficiency from the Owner responsible for such vessel or other marine craft.
- 4.9.2** The Owner responsible for such vessel or other marine craft shall indemnify and hold the Master Developer and any applicable Infrastructure Service Provider harmless against all claims, proceedings, costs, damages, expenses and losses in respect to any damage caused to any part of the Master Community by such vessel or marine craft and any claims arising from, or otherwise in connection with any action taken by the Master Developer or any applicable Infrastructure Service Provider under Clause 4.9.1.
- 4.9.3** No vehicle, boat or trailer vessel shall be parked or berthed on any part of the Master Community except in the allocated car parks, marinas, berths or other designated areas for such purposes approved by the Master Developer or any applicable Infrastructure Service Provider.
- 4.9.4** No vessel or other marine craft shall be berthed on any shoreline or quayside of the Master Community except in the appropriate areas designated and approved by the Master Developer or any applicable Infrastructure Service Provider.

#### **4.10 LICENSING**

- 4.10.1** Prior to the commencement of any retail or commercial activities whatsoever upon any Plot or Unit the Owner shall obtain a trade license, or any other licenses or permits from the Master Developer and/or a Relevant Authority, as the case may be.
- 4.10.2** All Owners shall comply with the conditions of licenses or approvals issued by the Master Developer and/or a Relevant Authority as contemplated under Clause 4.10.1 for so long as they undertake any permitted retail or commercial activities.

#### **4.11 INSURANCE**

- 4.11.1** Subject to the provisions of this Declaration, upon taking possession of a Plot, each Owner, shall be responsible for arranging and maintaining all appropriate insurances for the Plot at its own cost, including cover in respect of Public/Third Party Liability and any other risks that a prudent party would insure against from time to time in relation to the Plot.
- 4.11.2** At all times, commencing at the time when first access to the Plot is allowed for inspection purposes each Owner will take out and maintain the following:
- (a) Marine Hull and Associated Liabilities Insurance with a minimum liability limit of AED 20 million per occurrence (if applicable);
  - (b) Comprehensive General Liabilities insurance with a minimum limit of AED 5 million per occurrence and unlimited in respect of death or bodily injury of third party persons; (if applicable)
- 4.11.3** In addition to the obligations in clause 4.11.1 and 4.11.2, each Owner shall also ensure that during the development or any subsequent periods of repair or restoration of a Plot all contractors, as and when so contracted, shall take out the following minimum insurance coverages:-
- (a) Contractors All Risks insurances, (in the joint names of the contractors, Owner and Master Developer) including Public/Third Party Liability insurance with a minimum limit of indemnity of AED 10 million for any one occurrence;



- (b) Contractor's Plant and Machinery insurances (to be insured for new replacement value);
  - (c) any other insurances which the Master Developer may require from time to time.
- 4.11.4** In addition to the obligations in clause 4.11.1, 4.11.2 and 4.11.3, each Owner shall ensure that following the completion of development and/or construction on any part of a Plot the following insurance policies are taken out by the person or entity with the relevant insurable interest:
- (a) Property All Risks insurances for the full replacement cost of all buildings, fixtures, fittings, plant, machinery and contents on the relevant completed part of a Plot;
  - (b) Comprehensive General Liability insurances with a minimum limit of indemnity of AED 10 million for any one occurrence and where relevant person or entity distributes or markets foods, consumable or durable products, AED 10 million for any one occurrence and AED 20 million in the annual aggregate in respect of Products Liability arising out of the manufacture, sale or distribution of goods in connection with a business;
  - (c) Workmen's Compensation insurances in respect of all personnel covering the provision of Applicable Laws containing an Employer's Liability extension with a limit of not less than AED 5 million per occurrence;
  - (d) Automobile Liability insurance for all motorized vehicles entering that part of the completed Plot, with a third party property damage limit of not less than AED 1 million per occurrence;
  - (e) such appropriate and applicable Hoteliers Liability insurances for that part of the completed Plot relating to the permitted operation of a resort (where applicable);
  - (f) any other insurance as the Master Developer may require from time to time.
- 4.11.5** All insurance policies required under this Clause shall:
- (a) be maintained indefinitely, with insurers of sound financial standing and repute registered to underwrite such risks in the UAE (unless taken out under Clause 4.11.3 where such insurances shall be taken out during actual development periods);
  - (b) be maintained without cost to the Master Developer and any applicable Infrastructure Service Provider;
  - (c) contain an endorsement providing that the Master Developer and any applicable Infrastructure Service Provider shall receive at least ten (10) business days' prior written notice of any material modification, reduction or cancellation thereof;
  - (d) except for the insurances required in clauses 4.11.2.(c) and 4.11.2.(d), contain an endorsement providing that no act, omission or negligence of the any insured party shall affect the validity or enforceability of the insurance insofar as an Owner is concerned;
  - (e) except for the insurances required in clauses 4.11.2.(c) and 4.11.2.(d), contain a waiver of subrogation against the Master Developer and any applicable Infrastructure Service Provider; and
  - (f) contain deductibles which are no larger than is customary for similar policies covering similar properties and risks in the geographic market in which the Plot is located;
  - (g) with respect to any Public Liability insurance as required in 4.11.1.(b), 4.11.3.(a), 4.11.1.(b) have the Master Developer and any applicable infrastructure Service Provider, named as an additional insured, and contain a Cross Liabilities clause, which treats each insured as if separately insured.
- 4.11.6** Owners shall promptly pay the premiums for all policies required under this clause as they become due and payable.
- 4.11.7** Not later than ten (10) business days prior to the expiration date of each insurance policy required under this clause Owners shall deliver to the Master Developer and any applicable Infrastructure Service Provider an insurance certificate or other evidence satisfactory to the Master Developer and any applicable Infrastructure Service Provider, of that policy's renewal. Owners shall also immediately upon the request at any time of the Master Developer or any applicable Infrastructure Service Provider, furnish to the Master Developer or any applicable Infrastructure Service Provider (as applicable) certificates of insurance evidencing the existence of all policies taken out under this clause.
- 4.11.8** All of the amounts mentioned in this Clause shall be adjusted annually by an amount which reasonably reflects the rate of inflation in the Emirate of Dubai from time to time as determined by the Master Developer in its sole discretion.
- 4.11.9** If any Owner fails to maintain any of the insurance required to be maintained by such Owner under this clause or does not comply with clause 4.11.7, then the Master Developer or any applicable Infrastructure Service Provider shall have the right (but not the obligation) to give the defaulting Owner written notice of such default specifying the particulars of it. The Owner upon receiving such a notice shall have a period of 10 (ten) days in which to cure such default. If the defaulting Owner does not cure such default within the 10 (ten) day period, the Master Developer or any applicable Infrastructure Service Provider may (but is not obliged to) then take out any such Policy and bill the defaulting Owner for the expense incurred.
- 4.11.10** Neither the Master Developer nor any Infrastructure Service Provider are under any obligation to ensure that Owners comply with this clause 4.11, and neither one will have any liability towards Owners or any other person in the event of Owners' non-compliance with this clause or generally in relation to obligations arising under this Declaration.

#### **4.12 PUBLIC SPACE ADVERTISING AND SIGNAGE**

The Master Developer or any applicable Infrastructure Service Provider (assigned the rights) shall have the right to all public space advertising in and upon the Common Use Facilities and shall set all public signage standards and controls in the Master Community generally. The Master Developer or any applicable Infrastructure Service Provider shall have the right, but not the obligation to collect revenues derived from such advertising and to apply the net revenues towards the costs incurred by the Master Developer or any applicable Infrastructure Service Provider in undertaking its obligations under this Declaration. Alternatively, the Master Developer may retain such revenues for its own benefit at its own discretion. The Master Developer or any applicable Infrastructure Service Provider shall have the right to control and determine all marine navigation aids (if applicable), road, directional and identification signage in the Master Community, subject to the requirements of any Relevant Authority.

#### **4.13 PUBLIC EVENTS**

No public events may be held in or on any part of the Common Use Facilities without the prior written consent of the Master Developer or any applicable Infrastructure Service Provider having assigned or sold rights over the Common Use Facilities. The Master Developer or any applicable Infrastructure Service Provider shall have the right, as a term of its consent, to manage and promote all such permitted public events in or upon the Common Use Facilities. The Master Developer shall have the right, but not the obligation to collect revenues derived from such permitted events and to apply the net revenues towards the costs incurred by the Master Developer or any applicable Infrastructure Service Provider in undertaking its obligations under this Declaration. Alternatively, the Master Developer or any applicable Infrastructure Service Provider may retain such revenues for its own benefit at its own discretion. The Master Developer or any applicable Infrastructure Service Provider shall have the right to hold any event in or on any part of the Common Use Facilities without any cost or charge.

#### **4.14 INTELLECTUAL PROPERTY**

**4.14.1** The Intellectual Property is the sole and exclusive property of the Master Developer and any goodwill that may develop in relation to it, whether directly or indirectly, as a result of an Owner's use of the Intellectual Property shall enure solely to the benefit of and become the sole property of the Master Developer.

**4.14.2** Owners shall not:

- (a) use any Intellectual Property without the express written authorisation of the Master Developer;
- (b) adopt or use any intellectual property that is confusingly similar or identical to or is a simulation or imitation of any of the Intellectual Property;
- (c) at any time use or apply to register in its own name in any part of the world any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property as to be likely to deceive or cause confusion;
- (d) use the Intellectual Property or any intellectual property confusingly similar thereto in any part of the world as part of any corporate business or trading name or style or domain name or register in its own name as a trading name or domain name any of the Intellectual Property or any intellectual property so nearly resembling them as to be likely to deceive or cause confusion.

#### **4.15 PROPRIETARY RIGHTS**

Every Owner agrees that the Logos, trade names and trade marks rights owned by the Master Developer, are the sole and exclusive property of the Master Developer, as the case may be, and that any imitation or use of any of these whatsoever, in any shape or form, by the Owner, or any other person, is expressly prohibited without the consent of the Master Developer. Every Owner shall indemnify and hold the Master Developer harmless against all claims, proceedings, costs, damages, expenses and losses in respect of any claims arising from, or otherwise and payments received therefrom in connection with the use by the Owner of the Logos without the Master Developer's consent.

#### **4.16 LAWS AND REGULATIONS**

Each Owner shall, in its use of its Plot, Unit or any of the Common Use Facilities, comply with Applicable Laws now or from time to time in force in relation to the use of the Plot, Unit or any of the Common Use Facilities or anything done within or upon them.

#### **4.17 ADDRESS FOR SERVICE**

**4.17.1** The address at which all documents and notices may be delivered to an Owner shall be the address of the Owner's Plot or Unit or such other address as advised in writing by the Owner in accordance with clause 4.17.3 below.

**4.17.2** It shall be competent to give any notice to an Owner by any one or all of the following methods:

- (a) hand or courier delivery;
- (b) pre-paid post;
- (c) facsimile where the Owner has advised the Master Developer in writing of his facsimile number, and where such delivery is also followed by any one or all of the means of delivery specified in clause 4.17.2 (a) and (b) above; or
- (d) email where the Owner has advised the Master Developer in writing of his email address, and where such delivery is also followed by any one or all of the means of delivery specified in clause 4.17.2 (a) and (b) above.

**4.17.3** An Owner may by notice in writing to the Master Developer alter his address for service, provided such new address shall be within the UAE. Such notification will be effective 14 (fourteen) days after its receipt. In this regard an Owner may provide the address of a local agent it has appointed within the UAE specifically for the purposes of this clause.

**4.17.4** A notice shall be deemed to have been properly served where it is given in accordance with clause 4.17.2 above. The date of service of such notice shall be:

- (a) where served by hand or courier delivery, the date of delivery;
- (b) where served by pre-paid post, the date of postage; and
- (c) where served by facsimile or email, the date of such facsimile or email transmission.

#### **5 RULES AND DEVELOPMENT CONTROL REGULATIONS**

In order to protect the interests of every Owner and to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community, every Owner shall comply with the Rules and the Development Control Regulations.

The Master Developer reserves the right to itself or its Managing Agent to take any appropriate action to enforce the provisions of the Declaration, its Rules and the Development Control Regulations which shall include the right to initiate proceedings to enforce compliance, recover damages, fine, issue penalties, restrain, correct and abate violations of them. An Infrastructure Service Provider reserves the right to itself or its Managing Agent to take any appropriate action to enforce the provisions of the Declaration, its Rules (applicable to the Common Use Facilities) which shall include the right to initiate proceedings to enforce compliance, recover damages, fine, issue penalties, restrain, correct and abate violations of them.

#### **6 RELATIONSHIPS WITH MASTER DEVELOPER**



## **6.1 PAYMENT OF SERVICE CHARGES AND PROVISION OF SERVICES**

**6.1.1** The Master Developer shall be obliged to pay Service Charges with respect to those Plots within the Master Community it has not yet sold and those Plots or Units it continues to own as Owner.

**6.1.2** The full and proper performance of the Master Developer's obligations under this Declaration is conditional upon the prompt and full payment of Service Charges due to it by the Owners. The Master Developer reserves the right to withdraw or to vary the services that it performs under this Declaration from time to time to ensure as far as is reasonably possible that the Expenses incurred in the provision of services by the Master Developer do not exceed the Service Charges actually collected by the Master Developer.

## **6.2 DEVELOPMENT**

The Master Developer and any Infrastructure Service Provider (licensed such rights) shall enjoy unrestricted rights with regard to the development and marketing of the Master Community and, in particular, the right to erect signage within the Master Community, and to perform all activities normally associated with development, marketing, maintenance services and building operations as deemed necessary by the Master Developer.

## **6.3 ALIENATION OF COMMON USE FACILITIES**

The Master Developer and any successor Infrastructure Service Provider shall be entitled to sell, transfer, exchange, grant or assign any interest it may have in the Common Use Facilities at any time without the need for the consent of any Owner. The Master Developer and any successor Infrastructure Service Provider need not furnish notice of such sale, transfer, exchange, grant or assignment to the Owners and all Owners consent to any such sale, transfer, exchange, grant or assignment.

## **6.4 ASSIGNMENT OF DECLARATION**

The Master Developer shall be entitled to assign this Declaration or any part hereof, and its rights and obligations under it and all and any part of them including, without limiting the generality of the foregoing, the power to collect Service Charges to third parties by way of a written assignment or sub-contract agreement or as part of any document recording the alienation of the Common Use Facilities, provided that any third party to whom this Declaration or any rights and obligations hereunder are assigned, shall be fully bound by the provisions of this Declaration in the place of the Master Developer. The Master Developer need not furnish notice of such assignment or sub-contract to the Owners and all Owners hereby consent to any such assignment or sub-contract.

## **6.5 MASTER DEVELOPER'S COMMERCIAL FACILITIES**

**6.5.1** In addition to providing the Common Use Facilities, the Master Developer shall reserve the right to make the Master Developer's Commercial Facilities available to Owners or the general public, at their option, upon payment of charges or membership fees and upon such terms and conditions as imposed by the Master Developer from time to time.

**6.5.2** Costs and expenses incurred and revenues derived in relation to the operation, management and administration of the Master Developer's Commercial Facilities are the sole responsibility, and are for the exclusive benefit of, the Master Developer and shall in no way be applied towards the costs incurred by the Master Developer in undertaking its obligations under this Declaration.

## **6.6 CASUALTY**

**6.6.1** In the event any or all of the buildings or Improvements situated on any Plot are damaged or destroyed by any casualty, the Owner upon whose Plot such buildings or Improvements were located shall promptly repair and/or reconstruct such buildings or Improvements in accordance with the applicable provisions of this Declaration. The Owner will be liable for payment of the Service Charges during this period based on the previous years calculated area and subject to any extra charges that the Master Developer deems fit.

**6.6.2** Upon any damage or destruction to any of the Common Use Facilities, the Master Developer shall restore, repair or rebuild such damaged or destroyed Common Use Facilities (or any damaged or destroyed section of them) provided that either:

- (a) the proceeds from the insurance obtained by the Master Developer under Clause 2.1.1(k) cover the full replacement cost of all of the relevant Common Use Facilities;
- (b) if Clause 6.6.2(a) does not apply, the Reserve Fund has sufficient funds (together with any insurance proceeds referred to in Clause 6.6.2(a)) to meet the full replacement cost of all relevant Common Use Facilities; or
- (c) if Clauses 6.6.2 (a) and (b) do not apply, the Master Developer has received sufficient funds from Owners under a Special Levy (together with any insurance proceeds and/or funds available for use in the Reserve Fund referred to in Clauses 6.6.2(a) and (b)) to meet the full replacement cost of all relevant Common Use Facilities.

## **6.7 AMENDMENT AND FORCE OF DECLARATION**

**6.7.1** The Master Developer may in its sole discretion add to, amend, substitute or repeal any provision of this Declaration within ten (10) years of the date upon which this Declaration comes into force.

**6.7.2** This Declaration shall come into force and be binding on the Master Developer and all Owners from the date of this Declaration.

## **6.8 LIABILITY**

**6.8.1** Neither the Master Developer, any Managing Agent, any Infrastructure Service Provider nor their respective shareholders, partners, members or other principals, directors, officers, employees, attorneys, agents and/or other representatives shall be liable for any damage, loss or prejudice suffered or claimed, directly or indirectly, on account of:

- (a) the approval or disapproval of any plans, drawings and specifications or development applications in respect of the Master Community or any part of the Master Community whether or not defective;
- (b) the construction or performance of any work in respect of the Master Community or any part of the Master Community whether or not made under approved plans, drawings and specifications;

- (c) any changes in Applicable Laws that affect the use, the intended use, description or value of the Master Community, Plot, Multi-Owned Property or Unit as provided at the time of purchase; or
- (d) the development of or failure to develop any part of the Master Community by an Owner, unless due to the willful misconduct of the Master Developer or applicable Infrastructure Service Provider, as applicable (in which case the Master Developer's and the applicable Infrastructure Service Provider's liability shall be limited to claims for specific performance, with the exclusion of claims for damages of any sort), or any individual member thereof (in which event only those persons actually guilty of willful misconduct shall be liable).
- 6.8.2** Neither the Master Developer nor any Infrastructure Service Provider shall be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing under this Declaration, and the Owners agree to indemnify and hold the Master Developer and any Infrastructure Service Provider harmless from and against all claims, damages and costs incurred in connection with its rights or duties under this Declaration, except to the extent of the Master Developer's or Infrastructure Service Provider's (as applicable) wilful misconduct, gross negligence or breach of or default under this Declaration.
- 6.8.3** Notwithstanding any other term of this Declaration, neither the Master Developer nor any Infrastructure Service Provider shall be liable for any losses or damages which are consequential, punitive, exemplary or statutory, nor for any loss of use or loss of value of a Plot or Unit.
- 6.9 CHANGE IN USE OF COMMON USE FACILITIES**
- The Master Developer and any successor Infrastructure Service Provider shall be entitled to change the mix, use and availability of Common Use Facilities at any time at its discretion without the need for the consent of any Owner. The Master Developer and any successor Infrastructure Service Provider need not furnish notice of such change in use, mix or availability to the Owners and all Owners consent to any such change in use, mix or availability. To the extent that a change of use of any Common Use Facilities is such that they are no longer available for the common use and enjoyment of the Owners (except temporarily) then such assets shall no longer be deemed Common Use Facilities.
- 7. GOVERNING LAW & JURISDICTION**
- This Declaration shall be governed by the Laws of the UAE and the Laws of Dubai and any legal action or proceeding with respect to this Declaration shall be subject to the non-exclusive jurisdiction of the Courts of Dubai, UAE.

**SCHEDULE A**  
**Master Community and Master Developer**

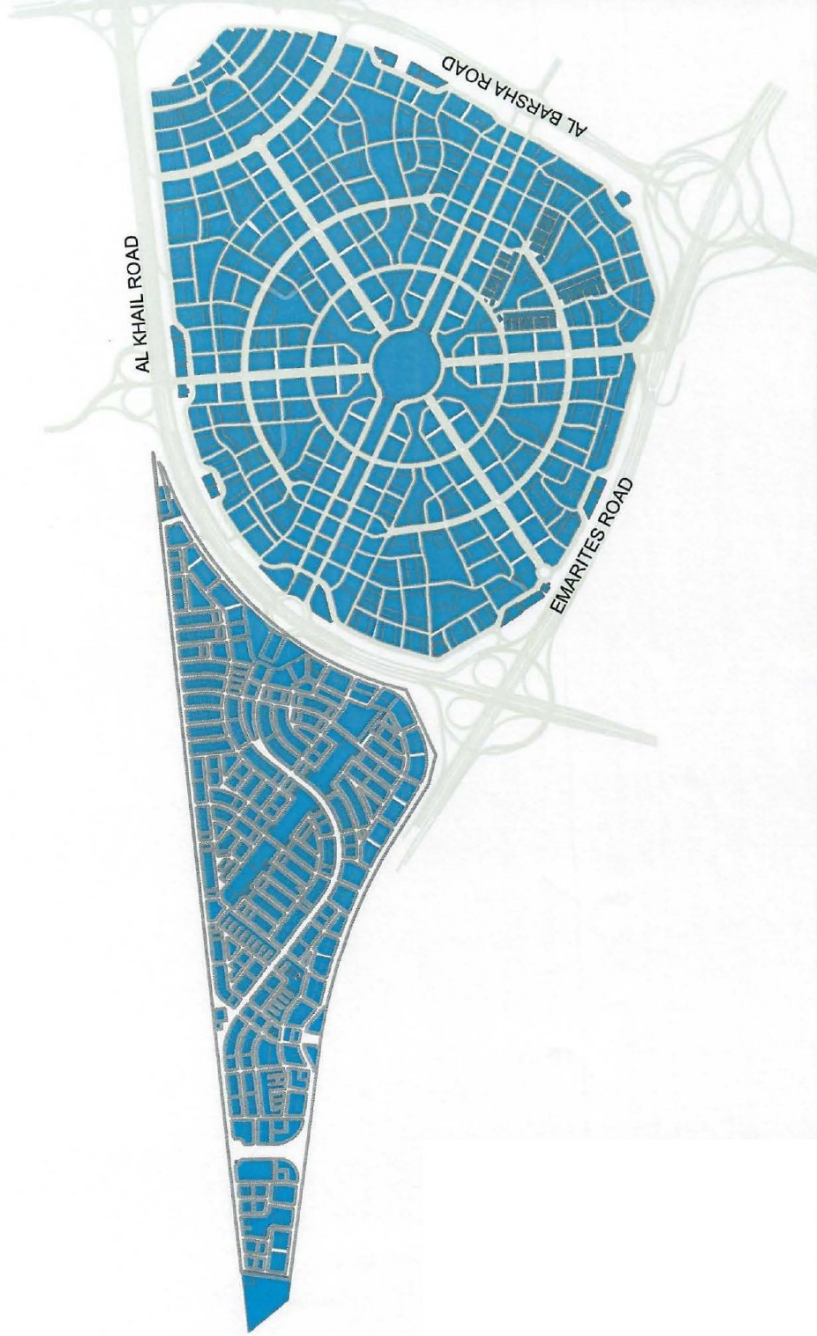
<b>Master Community</b>	<b>Master Developer</b>
Palm Jumeirah	The Palm -Jumeirah Co. LLC
International City	International City Co. LLC
Al Furjan	Al Furjan Co. LLC
Discovery Gardens	Discovery Gardens Co. LLC
Waterfront	Dubai Waterfront LLC
Jumeirah Heights	Jumeirah Heights Co. LLC
Jumeirah Islands	Jumeirah Islands Co. LLC
Jumeirah Park	Jumeirah Park Co. LLC
Jumeirah Village	Jumeirah Village Co. LLC
Palm Deira	Palm Deira Co. LLC
Palm Jebel Ali	Palm Jebel Ali Co. LLC
Al Warsan	Al Warsan Co. LLC
Dubai Promenade	Dubai Promenade LLC
Mina Rashid	Mina Rashid Developments LLC
Jebel Ali Village	Jebel Ali Village LLC

**Seller Initials:**

**Buyer Initials:**  
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SCHEDULE B  
MASTER PLAN FOR EACH MASTER COMMUNITY

Jumeirah Village Master Plan



## Use Rules and Code of Behaviour

### **PART A : COMMUNITY RULES**

#### **1. ESTABLISHMENT OF COMMUNITY RULES**

##### **1.1 TITLE**

The statements, procedures, regulations and requirements contained in Part A as amended from time to time will be known as the "Community Rules of the Master Community" or the "Community Rules" or "the Rules", and such references will include the singular where applicable.

All capitalized terms and conditions in these Rules will, unless expressly stated otherwise, bear the meaning attributed to them in the Declaration of The Master Community ("Master Declaration").

##### **1.2 AUTHORITY**

The Managing Agent as appointed from time to time by the Master Developer, is authorized to ensure compliance with these Rules by each Owner and Occupier of the Master Community, to recommend amendments to these Rules, and interpret the application of these Rules to all Community Users. (Including but not limited to their visitors, guests, contractors, employees, clients, customers and business associates) (together known as the "Community Users").

##### **1.3 TERRITORIAL APPLICABILITY**

The Rules will apply to all use and enjoyment of land, water, facilities and structures located within the Master Community and will bind all Community Users.

##### **1.4 OBJECTIVE**

The objectives of the Rules are to regulate the use and enjoyment of land, water, facilities and structures located within the Master Community in accordance with the Master Plan, and to protect the rights of privacy and enjoyment of all Community Users whilst ensuring that high standards of architecture, landscaping, maintenance and safety are achieved and maintained.

##### **1.5 LEGITIMACY AND PURPOSE**

The Rules are given force and effect by the Master Declaration and are to be interpreted in conjunction with it. The Rules exist for the benefit of the Community Users and are designed to create an environment in which all Community Users can maximize enjoyment of their private homes and the Common Use Facilities. The Rules are created to ensure a serene, attractive and safe character and environment for the families, children, neighbours, and guests of the Master Community and to protect the investment of all Community Users. When in doubt, common sense and courtesy will prevail.

##### **1.6 RIGHTS OF PRIVACY AND ENJOYMENT**

All Community Users are entitled to the right to privacy within their own homes and the right of enjoyment and use of a clean, pleasant, attractive, safe and well-maintained community.

##### **1.7 OBLIGATION TO RESPECT RIGHTS OF OTHERS**

Community Users must respect the rights of privacy and enjoyment held by their fellow Community Users.

##### **1.8 INTERPRETATION**

If an issue arises concerning discrepancies, inconsistencies or ambiguities within these Rules, the Managing Agent will interpret these Rules, clarify the issue, and where appropriate, amend these Rules accordingly.

##### **1.9 AMENDMENTS**

**These Rules may be amended from time to time in accordance with Section 2, Administration and Procedures. Amendments must be consistent with the policies and purposes of these Rules. Amendments will come into effect at the date of adoption and from that date will form part of these Rules.**

##### **1.10 PUBLIC LIABILITY**

Use of and presence on the Common Use Facilities is entirely at the risk of each and every Community User. Neither the Master Developer nor the Managing Agent is responsible for any loss, damage, theft or injury to persons or property (including, but not limited to, loss of life), which may arise from use of or presence on the Common Use Facilities by Community Users.

#### **2. ADMINISTRATION AND PROCEDURES**

##### **2.1 POWERS AND DUTIES**

###### **2.1.1** The Managing Agent is authorized to administer and enforce these Rules.

###### **2.1.2** The Managing Agent will be responsible for monitoring the use of land, water, facilities and structures within the Master Community, receiving complaints, enforcing compliance with the provisions of the Rules, and the general administration of the Rules, including processing of permits and amendments.

## **2.2 BY-LAW AMENDMENTS**

Whenever necessity, general welfare or administrative requirements justifies such action, the Managing Agent may amend any part, chapter, section, provision, standard or procedure of these Rules with the prior approval of the Board of the Managing Agent.

## **2.3 THE MAJLIS**

The Managing Agent may provide for meetings ("Majlis") as a forum for discussing Community Users' concerns and suggestions regarding the Master Community. The Managing Agent in its sole discretion will determine the timing and locations of the Majlis (if any). Issues raised in the Majlis will be seriously considered, both for their merit and for Master Community consensus. Final decisions will be at the sole discretion of the Managing Agent.

## **2.4 ENFORCEMENT**

### **2.4.1 Awareness**

Community Users and Managing Agent staff are encouraged to regularly view the surrounding neighbourhood to familiarize themselves with the existing structures, design intent and natural beauty of the Community, and to maintain awareness of any breach of these Rules.

### **2.4.2 Complaints**

Where any Community User breaches these Rules or otherwise inconveniences another Community User, the injured party is encouraged to notify the offending party of the breach or inconvenience in a polite and honest manner.

Where Community Users are unable to resolve disputes or complaints directly between themselves, they may refer them in writing to the Managing Agent. The forum to receive complaints or suggestions will be determined by the Managing Agent, who is empowered to make final and binding determinations where appropriate.

The Managing Agent is authorized to take action to remedy any matter that is the subject of a complaint or dispute under these Rules in any manner it deems appropriate in the circumstances, or refer such a matter to a Relevant Authority. Such referral will be at the sole expense of either the referring or offending Community User, as determined by the Relevant Authority.

### **2.4.3 Review**

The Managing Agent will review all complaints and its staff will visit the area of an alleged breach. If possible, videotape and/ or photographs will be created to document alleged non-compliance with these Rules. The Managing Agent will meet to review the facts and determine what breach (s) exist, if any, and what specific section(s) of the Rules have been breached.

### **2.4.4 Immediate Action**

If, in the opinion of the Managing Agent, a breach of these Rules exists, which threatens persons or property, or, in the reasonable opinion of the Managing Agent, is likely to cause damage to the Master Community in any way, the Managing Agent is authorized to immediately enforce these Rules.

The Managing Agent is authorized to pursue any breaches of these Rules immediately until such breaches have been corrected. This includes, but is not limited to, levying on individual Residents such penalties as the Managing Agent, acting reasonably, sees fit in the circumstances.

## **3. GENERAL RESTRICTIONS**

### **3.1 PETS**

**3.1.1** Undomesticated animals, including but not limited to poultry, fowl, horses, cattle, sheep, goats and swine must not be brought into or kept within the Master Community.

**3.1.2** Subject to Rule 3.1.3, domestic animals such as, cats, birds and fish ("Pets") may be kept as household pets within The Master Community, provided that they are not kept, bred or raised for commercial purposes, nor, as determined by the Managing Agent, kept in unreasonable quantities.

**3.1.3** Dogs are prohibited at all times, unless approved in writing by the Managing Agent and, where relevant the Manager of the relevant Owners' Association.

**3.1.4** Community Users are fully responsible for their Pet at all times and any damage or nuisance caused by their Pets will be solely attributed to the Pet Community Users.

**3.1.5** Subject to Applicable Laws, the Managing Agent is authorized to request a Relevant Authority to impound and remove any type of animal (including Pets) from the Master Community, which, in the Managing Agent's opinion, may pose a nuisance or threat to the Community Users.

### **3.2 DANGEROUS AND ILLEGAL ARTICLES AND ACTIVITIES**

Hunting, trapping and discharge of firearms and the use of toy guns which can inflict damage on persons or property is strictly prohibited within the Master Community, as is the storage or possession of such firearms or any explosives, hazardous chemicals or other dangerous items.

### **3.3 DUMPING**

Dumping of ashes, trash, rubbish, sawdust, garbage, landfill, rocks, grass and landscape cuttings, solid waste and any other type of refuse or other unsightly or offensive materials is strictly prohibited within the Master Community. Community Users are responsible, at their own cost, for the removal of all such material from the Master Community, other than household waste.

### **3.4 LITTERING AND VANDALISM**

The acts of littering, graffiti or vandalism are strictly prohibited within the Master Community and any Community User in breach of this Rule will be strictly liable for the cost of cleaning, repair or replacement of damaged or affected property.

### **3.5 SIGNAGE**



Signs, advertisements, notices or other lettering should not be exhibited, displayed, inscribed, painted or affixed to a building or its entrance or any part of the Common Use Facilities without the written Approval of the Managing Agent.

### **3.6 HOME USE**

**3.6.1** Residential Plots or Units designated as such by the Development Control Regulations of the Master Community ("Residential Homes") are to be used for residential purposes only. No business or commercial activity to which the general public is invited may be conducted within Residential Homes without prior written permission from the Managing Agent.

**3.6.2** The total amount of persons residing in a Residential Home at any given time must not exceed two times the amount of bedrooms contained within that Residential Home designated as such by the Development Control Regulations of the Master Community for that Residential Home.

### **3.7 LEASING RESIDENTIAL HOMES**

Community Users are responsible for ensuring that all occupants of their Residential Homes comply with the Rules at all times.

### **3.8 SOLICITATION**

Solicitation by any person in, on or about Residential Homes for any cause, charity or any other purpose whatsoever is strictly prohibited.

### **3.9 APPLICABLE LAWS**

**Community Users are prohibited from engaging in any activity that breaches Applicable Laws.**

## **4 COMMON USE FACILITIES**

### **4.1 ACCESS AND USE**

**4.1.1** Community Users are not permitted to operate any kind of water craft within the Waterways of the Community Use Facilities without the prior written approval of the Managing Agent.

**4.1.2** Community Users wishing to hold private functions comprising more than 10 guests in any park or other part of the Common Use Facility must obtain the Managing Agent's prior permission in order to ensure access for other Community Users. The Managing Agent will operate a booking system in this regard. Community Users may only book such functions within the park or other area in the proximity of their residence. The Managing Agent may require the payment of a deposit when accepting the booking, which may apply towards any clearing costs or other costs arising from the function. The Community User reserving a booking will be responsible for any damage to or cleaning of the applicable park, or other area arising from their private function.

**4.1.3** The entrances, pathways and access roads of the Master Community must not be obstructed or used for any purpose other than ingress and egress to and from Community Users' properties. Carts, carriages, chairs, tables, bicycles and other similar objects such as toys, brooms, shoes, garbage cans/bins, recycling bins and potted plants must not be stored in the Common Use Facilities.

**4.1.4** Community Users must not engage or hire any contractor or subcontractor to perform any type of work or services to the Common Use Facilities.

**4.1.5** Community Users must not damage, or modify any landscaping located within the Common Use Facilities.

**4.1.6** Nothing may be altered, constructed or removed from any part of the Common Use Facilities without the prior written Approval of the Managing Agent.

**4.1.7** Community Users must not drive any vehicle on any community facility located within the Master Community, unless in an emergency.

**4.1.8** The plant, filtration and telephone rooms contained within the Master Community are strictly 'out of bounds' to all Community Users at all times unless access is granted specifically by the Managing Agent.

## **5 VEHICLES**

### **5.1 PARKING**

**5.1.1** Car Parking is permitted in areas designated by the Managing Agent. Cars must not be parked on pavements, gardens, lawn areas, road verges, beaches, footpaths, landscaped areas or in front of Master Community entry drives or fire hydrants.

**5.1.2** With the exclusion of emergency repairs and maintenance, Community Users must not carry out mechanical, painting, repair or other modifications to vehicles located upon any part of the Common Use Facilities.

**5.1.3** The Managing Agent (or any Relevant Authority) may tow away or damp vehicles that obstruct or hinder traffic movement, or are in any other way in breach of these Rules.

### **5.2 OPERATION**

**5.2.1** Unless signed differently, the maximum speed limit on the roads and thoroughfares of the Master Community is 40 kilometres per hour. Community Users must comply with the applicable speed limit at all times.

**5.2.2** Vehicles that discharge fluids or damage the streets within the Master Community in any way must be removed or repaired. Community Users are responsible for the cleanup and/or repair or the reimbursement to the Managing Agent for the cleanup and/or repair required as a consequence of such damage.

## **6 MAINTENANCE AND REPAIR**

### **6.1 GARBAGE AND UNSIGHTLY MATTERS**

**6.1.1** Community Users must make separate arrangements, at their own cost, for collection of large and/or heavy items.

**6.1.2** Community Users must not keep or use incinerators on their properties.

### **6.2 YARDS AND LANDSCAPING**

- 6.2.1 Community Users are solely responsible at their own expense for developing and maintaining the landscaped areas within their individual properties. Such maintenance includes keeping shrubs, trees, grass and other plantings neatly trimmed, properly cultivated and maintained, and keeping each property free of debris and maintained in such a manner as to enhance its overall appearance.
- 6.2.2 The Managing Agent, at its sole discretion, will determine an acceptable condition of landscape and yard maintenance.
- 6.2.3 Major landscape improvements must not be implemented without the Managing Agent's Approval. The Managing Agent may remove any unapproved major landscape works at the applicable Community Users' cost. Major landscape improvements include (but are not limited to) construction of irrigation systems, swimming pools or other external structural elements or works.
- 6.2.4 Community Users are prohibited from removing trees, large plants or shrubs, grass or other plantings that are detrimental to the overall appearance of each property from either the front or rear garden (irrespective of whether the Community User or the Managing Agent is responsible for the original planting) or the Common Use Facilities without the prior Approval of the Managing Agent.
- 6.2.5 Community Users are prohibited from sinking water wells anywhere within the Master Community.
- 6.2.6 In developing landscaped areas Community Users must respect adjoining Community Users' right to quiet enjoyment of their properties by ensuring that overhanging shades and the like do not adversely affect adjoining properties. Specifically, Community Users must not restrict or obstruct their neighbours' views to, along or over and waterways within the Master Community.
- 6.2.7 Community Users must not plant on or landscape any part of the Common Use Facilities without the prior Approval of the Managing Agent.
- 6.2.8 Community Users and their contracted landscape services providers are solely responsible for the disposal of green waste and must not deposit such waste anywhere within the Common Use Facilities (including waterways).

### **6.3 EXTERIOR APPEARANCE**

**Subject to Rule 7 (and in particular Rule 7.1.2), Community Users must maintain at all times the exterior appearance of their properties in a manner which befits the high standard of development contained within the Master Community to the reasonable satisfaction of the Managing Agent.**

## **7 ALTERATIONS AND / OR ADDITIONS**

### **7.1 PRIVATE PROPERTIES AND COMMON USE FACILITIES**

- 7.1.1 Community Users must not make modifications to structural walls (including boundary walls), interior house layout or plumbing, mechanical and electrical systems or to any part of the Common Use Facilities, without the prior written Approval of the Managing Agent. All documents detailing such changes must be approved by the Managing Agent before works commence.
- 7.1.2 Community Users must not make any modifications affecting the appearance of the exterior of any property, including but not limited to balconies, awnings, canopies, sun shades, front and rear fencing, air conditioning units and related equipment, fans, screens, gutters, storm doors, satellite dishes, external radio or TV antennae and enclosures of any kind such as gazebos, pergolas, sheds, painting of the exterior, permanent decorations (excluding holiday decorations) or any other changes without the prior written Approval of the Managing Agent. All documents detailing such changes must be approved by the Managing Agent before works commence.
- 7.1.3 Community Users must not install wiring for electrical or telephone use, air conditioning units or other such machines or equipment which is otherwise visible on the exterior of their property, without the prior written Approval of the Managing Agent.
- 7.1.4 Community Users must not carry out any work in or to any property or part of the Common Use Facilities which might impair their structural integrity, or otherwise structurally alter their composition
- 7.1.5 As a pre-condition to Approval of any works listed in Rules 7.1.1 - 7.1.4 the Managing Agent may require that all contractors engaged by Community Users to carry out such works are fully insured and provide it with current insurance certificates and associated documentation.
- 7.1.6 All Alterations, Improvements to or constructions on Improvements on any Plot require the prior written Approval of the Managing Agent.
- 7.1.7 The Managing Agent is entitled to charge an application fee or consultation fee to process any modification or construction proposals submitted by Owners. As a condition of Approval to any applications, the Managing Agent may also require the Owner or Applicant to provide a security bond to the Managing Agent to ensure compliance with all development conditions included in any Approval granted by the Managing Agent. The terms for the provision of the security bond will be determined by the Managing Agent on a case by case basis.

### **7.2 BALCONIES**

- 7.2.1 BBQs on apartment balconies constitute a fire hazard and are not permitted without the Approval of the Managing Agent.
- 7.2.2 Community Users must not make any structural changes to their balconies without the prior written Approval of the Managing Agent.

### **7.3 POOLS AND SPAS**

Community Users are solely responsible for activities carried out on their own private property and are liable for any damage, loss or injury which may occur on their own private property, including damage, loss or injury caused by accidents in, on, or around privately owned swimming pools or spas.

## **8 TEMPORARY DECORATIVE LIGHTING**

- 8.1 Lighting decorations causing complaints from neighbouring Community Users must be turned off or removed upon request.
- 8.2 Decorative lighting for private celebrations such as weddings, parties or other events requires the Managing Agent's prior written Approval.

## **9 VISITORS**

Where physical access restrictions apply within the Master Community, Community Users are required to make prior arrangements with the Managing Agent's security for the entry of other Community Users such as their visitors, clients, customers and trades people. Directions issued by the Managing Agent's security personnel must be followed at all times.

## **10. APPLICATION**

The Managing Agent may establish application procedures for the use or modification of properties within the Master Community or their surrounding landscape, and charge an appropriate fee for the assessment and processing of such application.

## **11. THE MANAGING AGENT**

The Managing Agent can be contacted by calling +971 4 390 3333, faxing +971 4 361 2673 or writing to Nakheel Asset Management at PO Box 17176, Dubai, UAE.

## **PART B: CODE OF BEHAVIOUR**

This Code of Behaviour {"Code"} has been developed to promote good neighbourly relations and is for the benefit of all Community Users. All Community Users are expected to abide by the Code. Whilst the Code does not form part of the Rules and is not mandatory as such, compliance with the Code by all Community Users will ensure that the Master Community is a vibrant, enjoyable and orderly community in which to live and visit. If any part of the Code is repeatedly ignored to the detriment of other Community Users the Managing Agent reserves the right at any time to elevate that part of the Code to a mandatory status (with associated compliance enforcement consequences) by incorporating it into the Rules maintained in Part A.

### **1. GENERAL RESTRICTIONS**

#### **1.1 NUISANCE ACTIVITIES**

Community Users should not undertake any nuisance, or obnoxious and offensive activities within the Master Community. Such activities include, but are not limited to, offensive noises, odours, smoke, vibrations, and obstruction of views. Further, any activities which may be or may become an annoyance or nuisance to the neighbourhood within the Master Community, or which may interfere with the right of quiet enjoyment held by any Community Users, or which may be considered inconsistent with the cultural values and sensitivities of the UAE should not be undertaken.

#### **1.2 PRIVACY**

Activities which may unreasonably interfere with a Community Users' right of privacy within his or her private home should not be undertaken. Specifically, Community Users should:

**1.2.1** not attempt to look into a neighbouring Plot or Unit or to look into the windows of neighbouring structures; and

**1.2.2** take reasonable measures to protect their own privacy through the design of their window treatments and landscaping, provided that such measures do not adversely impact on the overall design elements of the Master Community or otherwise contravene the Community Rules.

#### **1.3 ABUSE OF MASTER COMMUNITY STAFF**

Residents are expected to treat the staff of the Managing Agent and any of its service providers in a cordial and polite manner. Verbal and/or physical abuse will not be tolerated under any circumstances and will be referred to the Relevant Authority.

#### **1.4 NOISE**

Community Users should not generate loud and/or disturbing noise of any kind, including, but not limited to, noise created by pets, televisions, stereos, musical instruments, cars and motorcycle engines. However, noise from garden equipment and power tools is considered appropriate between 8:00 am to 9:00 pm Saturday to Thursday and from 9:00am to 5:00pm on Fridays and UAE public holidays, provided it is not loud and disturbing.

#### **1.5 PETS**

**1.5.1** Pets should not be permitted to create a nuisance.

**1.5.2** Community Users should not trap or capture wild animals on, in or under the Common Use Facilities.

**1.5.3** Any Pet excrement deposited upon any portion of the Master Community is to be promptly removed and properly disposed of in a sanitary manner by the appropriate Pet handler.

**1.5.4** Upon a written request of any Resident, the Managing Agent will conclusively determine at its sole discretion whether:

**(a)** an animal is a Pet; or

**(b)** a Pet is a nuisance.

### **2. COMMON USE FACILITIES**

#### **2.1 ACCESS AND USE**

**2.1.1** Common Use Facilities are for the exclusive use of Community Users. Community Users are requested to limit the number of guests using or present upon the Common Use Facilities to ensure access for other Community Users at all times.

**2.1.2** Children should be under adult supervision at all times whilst using the children's play areas within the Common Use Facilities. Community Users should be aware that play equipment may become hot during summer months and should exercise caution when permitting children access to these areas.

**2.1.3** Community Users should not be permitted to use the Common Use Facilities in a manner which could adversely impact on the Master Community.

### **3. VEHICLES**

#### **3.1 PARKING**

- 3.1.1 Community Users are requested to use their garages and the driveways located within their properties as the primary location for parking their vehicles. On-street parking will be reserved for visitors and should not be used for permanent parking of Community Users' vehicles. On-street parking should not block access to neighbours' residences as it is inconsiderate and a risk to public safety.
- 3.1.2 Overnight parking of any unauthorized motor vehicle is not appropriate on any street within the Master Community.
- 3.1.3 No mobile homes, caravans, trailers, shipping containers, boats, jet skis, or other recreational vehicles should be parked on the driveways or property landscape of Community Users' properties or on any of the roads or thoroughfares of the Master Community.
- 3.1.4 Oversized vehicles should not be parked on any street within the Master Community (delivery and moving vehicles excepted while performing services). An oversized vehicle is deemed to be any vehicle that does not fit into a home's garage, carport or driveway.
- 3.1.5 Inoperative vehicles should not be parked in open areas visible to other Community Users.
- 3.1.6 Community Users are responsible for ensuring their guests obey these parking guidelines.
- 3.1.7 Emergency vehicles will have unrestricted access to all areas within the Master Community when responding to Community User requests.

#### **3.2 OPERATION**

- 3.2.1 No motorized vehicle of any kind should be operated in any manner which is dangerous or noisy, or which in any other way creates a nuisance.
- 3.2.2 Operation of dirt bikes, quad bikes, sand buggies, and un-licensed motorized vehicles should not be undertaken within the Master Community. Child sized pedal or electric vehicles should be operated under adult supervision at all times.
- 3.2.3 All walkways located on the Common Use Facilities should remain clear at all times. Rollerblading and skateboarding should only be undertaken in designated areas.

#### **3.3 COMMERCIAL VEHICLES**

Commercial vehicles should not be parked or stored within the Master Community so as to be visible to other Community Users except temporarily whilst providing a delivery or service to the Managing Agent or and Community Users. A commercial vehicle includes, but is not limited to a car, van, bus, truck, semi-trailer, tractor, or any other type of vehicle that either:

- 3.3.1 is equipped with external tracks or tool boxes; or
- 3.3.2 contains work equipment readily visible to other Community Users.

#### **3.4 CONSTRUCTION VEHICLES AND MACHINERY**

The operation or temporary use of construction trailers, vans, or other trucks, machinery/equipment, construction shelters or facilities during and used exclusively in connection with the construction of any approved works by the Managing Agent is permitted.

### **4 MAINTENANCE**

#### **4.1 GARBAGE AND UNSIGHTLY MATTERS**

All garbage for collection should be placed inside specific containers provided for that purpose.

#### **4.2 PEST CONTROL**

Subsequent to an initial Pest Control by the Managing Agent (before handover of the property) Community Users are responsible, at their own expense, for any further pest control required within the boundaries (both internal and external) of their own property. Such pest control should comply with the standard policies and procedures issued by Relevant Authorities. Community Users are, however, encouraged to inform the Managing Agent of any pests other than ants, non-poisonous spiders, bees and wasps found on their property.

### **5 ALTERATIONS AND/ OR ADDITIONS**

#### **5.1 PRIVATE PROPERTIES AND COMMON USE FACILITIES**

- 5.1.1 Community Users may decorate the interior of their properties without restriction.
- 5.1.2 All works to services should be carried out by licensed tradesmen with allowances made for additional loading to services. All construction noise, smoke, odour or vibrations should be kept to a minimum and comply with applicable industry regulations, or in the absence of such regulations, with UK or US construction industry best practices.

#### **5.2 BALCONIES**

- 5.2.1 Community Users should maintain the attractive exterior appearance of the Master Community by keeping their balconies in a clean and tidy condition.
- 5.2.2 Balconies should not be used as storage areas for any items other than seasonal furniture.
- 5.2.3 Linen, clothing, curtains, rugs, mops, laundry, and other articles should not be shaken or hung from any of the balconies or railings of Community Users' properties.

#### **5.3 POOLS AND SPAS**

- 5.3.1 Community Users are encouraged to restrict access to their private swimming pools and spas by:
  - (a) erecting barriers such as fences or walls enclosing pools and spas that are at least 1.3 metres in height above ground level comprising a design which prevents young children freely moving through or over such fences; and
  - (b) erecting doors or gates providing access to pools or spas comprising self locking or self latching devices located at least 1.5 metres above ground or internal floor level (as the case may be) measured from the approach side, preventing the door or gate from being opened by a person who is unable to reach the lock or latch.

Although under the Rules, Community Users must apply to the Managing Agent for Approval to carry out such works. Such applications will not incur an application fee. Each application will be considered on its merits to balance the interests of all Community Users within the Master Community with those of the individual applicant.

- 5.3.2** Community Users should properly operate and manage their privately owned swimming pools and spas by taking all care, diligence and precautions in ensuring the safety of other Community Users within the Master Community.

**6. TEMPORARY DECORATIVE LIGHTING**

- 6.1** Temporary holiday or festival lighting is permitted during Eid and other religious, festive and official National holidays.
- 6.2** Flashing decorative lights, or lighting that creates glare visible from outside a property should not be installed. White colour string lights are preferred.
- 6.3** Permitted decorative lighting for holidays and celebrations may be installed and illuminated ten (10) days before the holiday or celebration and must be removed not more than four (4) days after the holiday or celebration.

**7 SAFETY AND SECURITY**

Community Users are encouraged to promote to the fullest extent possible the safety and security of the Master Community. Community Users should be vigilant and report any instance of suspicious behaviour of which they become aware to the Managing Agent, the Dubai Police or any other relevant authority.

Community Users should report all incidents of theft, vandalism and breaches of the peace to both the Managing Agent, the Dubai Police and any other relevant authority immediately upon becoming aware of such acts.

**SCHEDULE C**  
**Accounting Dates for each Master Community**

Master Community	Accounting Date
Palm Jumeirah	31 December
International City	31 March
Al Furjan	30 April
Discovery Gardens	30 September
Waterfront	30 June
Jumeirah Heights	31 December
Jumeirah Islands	31 December
Jumeirah Park	31 December
Jumeirah Village	31 December
Palm Deira	31 October
Palm Jebel Ali	30 November
Al Warsan	31 October
Dubai Promenade	31 October
Mina Rashid	31 July
Jebel Ali Village	31 December

**Seller Initials:**

**Buyer Initials:**  
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**SCHEDULE F****THE FOLLOWING ITEMS OF FURNITURE SHALL BE INCLUDED IN THE APARTMENT**

ITEM	STUDIO	1 BHK	2 BHK	3 BHK
<b>ELECTRA FURNITURE LIST</b>				
<b>LIVING ROOM</b>				
2 SEATER FABRIC SOFA	1	0	0	0
3 SEATER FABRIC SOFA	0	1	1	1
1 SEATER FABRIC LOUNGE CHAIR	0	1	1	1
COFFEE TABLE	1	1	1	1
DINING TABLE WITH 4 CHAIRS	1 (2 chairs)	1	1	1
TV STAND/BACKET	1	1	1	1
SIDE TABLE	0	1	2	2
<b>BEDROOM</b>				
QUEEN SIZE BED WITH MATTRESS	1	1	2	3
BED SIDE TABLE	2	2	4	6
DRESSING TABLE WITH 1 CHAIR / STOOL	0	1	1	1
<b>ELECTRA APPLIANCES LIST – Bosch or Equivalent</b>				
55" TV (any international brand)	1	2	3	4
COOK TOP	1	1	1	1
MICROWAVE OVEN	1	1	1	1
KITCHEN HOOD	1	1	1	1
REFRIGERATOR WITH FREEZER	1	1	1	1
DISH WASHER	0	0	1	1
WASHING MACHINE	1	1	1	1
<b>ELECTRA HOME AUTOMATION – Any Reputed brand</b>				
LIVING / BEDROOM / KITCHEN ROOM CEILING LIGHTS	YES			
LIVING / BEDROOM ROOM CHANDILIERS	YES			
AIR CONDITIONING	YES			
CURTAIN / SHEER	MOTORIZED AND AUTOMATED TRACKS ARE PROVIDED NO CURTIANS ARE PROVIDED			
BATHROOMS	MOTION & LUX ACTIVATED LIGHT CONTROLS, NOT ON AUTOMATION			

**PURCHASER DISCLOSURE STATEMENT\***

**IMPORTANT NOTICE**

If you are buying off plan or title is not available you must ensure that you or the developer, ACUBE REAL ESTATE DEVELOPMENT LLC ("Developer"), registers your sale and purchase agreement ("SPA") in the Interim Real Estate Register maintained by the Dubai Land Department in accordance with Law No. 13 of 2008 regulating the Interim Real Estate Register in the Emirate of Dubai. If this registration does not occur you will not be able to mortgage, sell or otherwise legally dispose of the Unit you propose to purchase ("Proposed Unit").

(\*The following information in this Statement is provided by the Developer and not by Dubai Land Department)

<b>Description of the Project</b>	<p>ELECTRA will be a mixed used development ("<b>Project</b>") situated within the Master Community known as Jumeirah Village ("<b>Master Community</b>").</p> <p>The Project comprises both residential apartment use and retail uses, with the predominant use of the Project being residential apartments.</p> <p>The Project will be a simple scheme and the building will be subdivided into units comprising residential units ("<b>Residential Units</b>"), retail units ("<b>Retail Units</b>") and office units ("<b>Office Units</b>"). The Residential Units are to be sold to third parties and the Proposed Unit forms part of these Residential Units. The Developer provides no warranties with respect to the intended use of the Retail Units and office units.</p> <p>The balance of the areas of the Project not comprising the Residential Units, the Retail Units and the Office Units (and their associated parking bays and storage bays, as applicable) will be "<b>Common Areas</b>" pursuant to the terms of Law No 6 of 2019 Concerning Jointly Owned Properties in the Emirate of Dubai ("<b>JOP Law</b>").</p> <p>The Common Areas shall be administered by a "<b>Management Company</b>" (as defined in the JOP Law) who will be licensed and registered with the Real Estate Regulatory Agency of Dubai ("<b>RERA</b>") in accordance with the Building Management Statement ("<b>BMS</b>").</p> <p>All owners of Units ("<b>Owners</b>") shall be required to pay community service charges ("<b>Service Charges</b>") for the expenses of the Management Company for the maintenance repair and administration of the Common Areas and management generally of the Project.</p> <p>All Owners remain responsible for the costs of maintenance and repair of the interior of their Units.</p> <p>The rights and obligations of Owners and the Management Company are described in more detail in the SPA to be provided with this Disclosure Statement. Such obligations include the obligation to comply with the BMS and the terms of the Master Community Declaration ("<b>MCD</b>") as declared by the "<b>Master Developer</b>" (as defined in the SPA) for the Master Community from time to time.</p> <p>The charges of the Master Developer under the MCD will generally be included in the Service Charges. However, the Master Developer may reserve the right to charge Owners directly.</p>
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	The Developer or its affiliates also retain the right to brand and erect signage upon the Project without charge.
<b>Proposed Unit:</b>	The Proposed Unit is an apartment as further described in the form of SPA and which will be entered into between the parties.
<b>Intended uses within the Project</b>	<p>The intended land use within the Project is predominantly residential apartments for families or individuals on a non-sharing basis [unless permitted by the developer], with a number of Retail Units and Office Units.</p> <p>The Developer makes no warranty as to the availability of other retail or leisure uses within the Master Community.</p>
<b>Features, equipment or services relevant to ecological sustainable development:</b>	None.
<b>Special uses that apply to the Proposed Unit:</b>	The Proposed Unit may only be used for residential single family purposes.
<b>Common Areas available for use by residential Owners upon payment of Service Charges:</b>	<p>Common Areas may include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Gym</li> <li>• Yoga and aerobics area;</li> <li>• Sauna and steam room;</li> <li>• Swimming pool, including a separate children's play pool;</li> <li>• Picnic and BBQ area;</li> <li>• Children's outdoor play area;</li> <li>• Lounge area;</li> <li>• Corridors, lifts, lobbies, and utility rooms;</li> <li>• Car parking areas;</li> <li>• Landscaped areas;</li> <li>• The Project exterior;</li> <li>• Utilities associated with the Common Areas; and</li> <li>• Related goods and services including the services of the Management Company.</li> </ul> <p>In accordance with the BMS, Owners and occupiers of the Retail Units will be restricted from accessing particular Common Areas of the Project set aside for use by the Residential Units only, such as the swimming pool. Whilst the Retail Unit may be granted exclusive use of portions of Common Areas as "exclusive use area" at the discretion of the Developer.</p>
<b>Furniture, Fixtures and Fittings included in the sale:</b>	Furniture and Kitchen Appliances will be provided as per Schedule F. Fixtures Fittings and Finishes will be as stated in the Schedule of Finishes attached to the SPA.

<b>Facilities available for use by Owners on a commercial basis:</b>	None.
<b>Facilities available for use:</b>	<p>The swimming pool (including separate children's play pool), children's outdoor play area, Lounge, picnic and BBQ area, gym, yoga and aerobics area and sauna and steam room (as applicable) shall form part of the Common Areas.</p> <p>Such facilities shall be available provided the Owner has paid all Service Charges up to date (subject to the applicable laws).</p> <p>In accordance with the BMS, the Owner and occupiers of the Retail Units will not be entitled to use or access the above facilities.</p>
<b>Supply agreements likely to be entered into by the Developer on behalf of the Management Company:</b>	<ul style="list-style-type: none"> <li>• Property and Facility management services;</li> <li>• Security;</li> <li>• Cleaning, repair and maintenance of Common Areas;</li> <li>• Landscape maintenance;</li> <li>• Common Mechanical Electrical and Plumbing Engineering ("MEP") services;</li> <li>• Elevator maintenance;</li> <li>• Waste removal;</li> <li>• Utilities; and</li> <li>• Such other services as the Developer or the Management Company may deem necessary.</li> </ul>
<b>Arrangements for supply of utility services to the Proposed Unit:</b>	<ul style="list-style-type: none"> <li>• Water and electricity to be supplied by DEWA;</li> <li>• Sewerage services to be supplied by Dubai Municipality;</li> <li>• Telecommunications currently to be supplied by [Du] or [Etisalat].</li> <li>• In the future other suppliers (such as [Du] or [Etisalat] or any other suitable telecoms provider approved by the relevant authorities) may be entitled to operate in the Master Community;</li> <li>• Cooling will be supplied through the Developer and/or the Management Company who will enter into an agreement with the relevant District Cooling provider for capacity and consumption. British Thermal Unit ("BTU") meters may or may not be used to record consumption by the Owner. Consumption, Capacity, and admin charges will also be payable by the Owner; and</li> <li>• Gas will be provided by a third party organised by the Management Company and metered to the Units and Retail Areas. The supplier, a contractor or the Management Company will collect gas charges. Owners will be required to use gas for their stoves and cookers and are not permitted to use electric stoves and cookers.</li> <li>• Gas Provider not yet identified and appointed. Basis for charges of gas services will be provided when available.</li> </ul>
<b>Utility services to be provided by a non-Government entity:</b>	Telecommunications, [if applicable cooling services] [and gas] will be provided as set out above.

<b>Basis for charges for utility services provided by a non-Government entity:</b>	As above. If applicable by BTU meter for cooling and by meter for Gas. Consumption, Capacity, and admin charges may also apply in relation to cooling.  Telecommunications are by private arrangement with the service provider.
<b>Details of utility services to be "on-sold" to Owners by the Management Company:</b>	As above for cooling [and gas].
<b>Estimated date for commencement of construction:</b>	[Q2 - 2024]
<b>Estimated quarter for hand-over to the purchaser:</b>	The estimated date for handover is Q2 - 2027 (subject to extension pursuant to the terms and conditions of the SPA).
<b>Documents annexed to this Disclosure Statement:</b>	Schedule A - Estimated Service Charge for the Proposed Unit. This is based on a conservative budget for the first two financial years.  Note: Budgets are prepared on a reasonable basis having regard to the cost of relevant goods and services at the date of the statement. Such charges will fluctuate in accordance with market conditions.

**DATED:**

Signature of Developer's representative

Company Stamp:

Name of Developer's representative

**The Purchaser acknowledges receipt of this Disclosure Statement from the Developer prior to signing the Sale and Purchase Agreement:**

Signature of Purchaser/Purchaser's representative

Company stamp (if required)

Name of Purchaser/Purchaser's representative

xxxx

If there is insufficient space, use an annexure and add the annexure to the list of annexures.

Note: If you are a purchaser and wish to on-sell the Proposed Unit you must provide a copy of this Notice to the on-purchaser or the on-sale will be voidable by the on-purchaser.



**SCHEDULE A****ESTIMATED SERVICE CHARGES**

<b>Year</b>	<b>Estimated Service Charges (AED/square foot)</b>
<b>Year 1</b>	AED 16.00 per square foot of Unit area (or as determined by the Developer from time to time at its sole discretion) for the Proposed Unit.
<b>Year 2</b>	AED 16.00 per square foot of Unit area (or as determined by the Developer from time to time at its sole discretion) for the Proposed Unit.

**BUILDING MANAGEMENT STATEMENT  
RESIDENTIAL BUILDING**

<b>PARTICULARS SCHEDULE:</b>		
<b>Item</b>	<b>Description</b>	<b>Detail</b>
1.	Developer	<b>ACUBE REAL ESTATE DEVELOPMENT L.L.C</b>
2.	RERA Developer Number	<b>1403</b>
3.	Master Community	<b>Jumeirah Village</b>
4.	Name of Building	<b>Electra by ACUBE</b>
5.	Plot Details	<b>1993. Al Barsha South Fourth, Dubai, United Arab Emirates</b>
6.	<b>EXECUTION:</b>	
	<p><b>This BMS is executed by the Developer and shall be operative and legally binding from the date below.</b></p> <p><b>Date of BMS:</b></p> <p>_____</p> <p><b>Executed by: For and on behalf of the Developer</b></p> <p>_____</p>	

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1. INTERPRETATION
2. DEFINITIONS

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### SCHEDULE 3

#### NUMBERING OF UNITS, UNIT ENTITLEMENTS, PERMITTED USE

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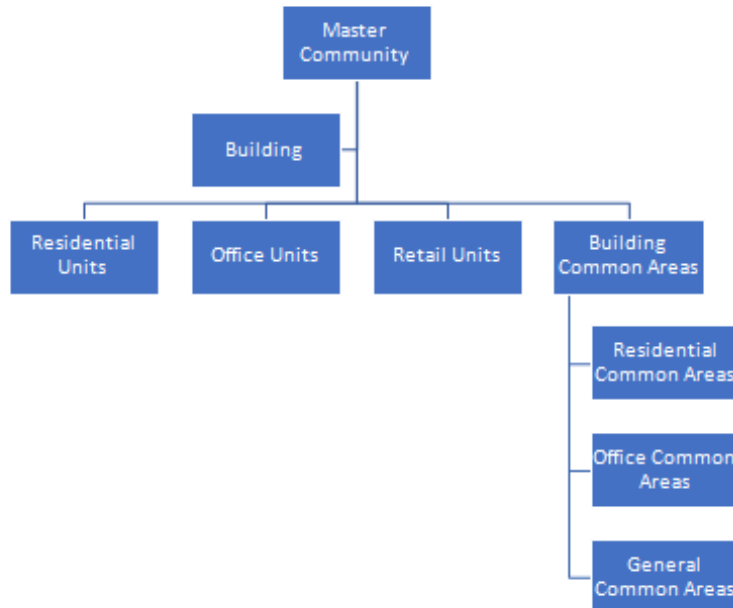
SCHEDULE 5

UTILITIES [SCHEDULE TO BE REVIEWED ONCE PROJECT IS FINALIZED]

## 1. PRELIMINARY MATTERS

### 1.1 Description of the Project

- (a) The Building is a Jointly Owned Property within the Master Community.
- (b) The Building is intended by the Developer to be designated as a Category 3 “normal project” under Article 18(a)(3) of the JOP Law and RERA’s project classification system.
- (c) The Building is comprised predominately of Residential Units with some Office Units, Retail Units and Building Common Areas.
- (d) The Building Manager shall be appointed to manage the Operation of the Building Common Areas in accordance with the JOP Law and the requirements of RERA.
- (e) The Building Common Areas are collectively owned by all Owners, however, to reflect their beneficial use and for apportioning the fair allocation of Building Common Area Expenses, the Building Common Areas have been designated for management purposes in this BMS as either:
  - (i) Residential Common Areas (comprising predominately the Residential Leisure Facilities); or
  - (ii) Office Common Areas for access by the Office Unit Owners
  - (iii) General Common Areas for access by all Owners (such as elevators, lobby areas, corridors and paths).
- (f) The Office Unit Owners do not have any Building Common Area designated for their recreational use and enjoyment. Retail Unit Owners do not have any Building Common Area designated for their recreational use and enjoyment, although they do have an Exclusive Use Right for Signage over the area directly in front of their Retail Unit in accordance with Schedule 4.
- (g) The Developer has an Exclusive Use Right for Signage over the Façade in accordance with Schedule 4, and the Developer has retained the Extra Building Car Parking Spaces and has the right to sell them in accordance with Article 10 of the JOP Law.
- (h) A schematic diagram of the Building is as follows:



### 1.2 Binding Effect

This BMS shall take effect on the date it is declared by the Developer and is for the benefit of, and binding upon, the Developer, the Building Manager, and all Owners, Occupiers and Invitees and any other person who owns any part of, or has any interest in a Unit or the Building. This BMS shall, automatically, and without the need for any further documentation, run with, attach to, and benefit and burden, each Unit (and any ownership interest thereto) including all successors-in-title of such Unit from time to time.

### **1.3 Amendment**

Subject to Applicable Laws, and procuring the approval of the Relevant Authorities to the extent required under Applicable Laws, the Developer may in its absolute discretion, and without claim or objection by the Owners or Occupiers, add to, amend, substitute or repeal any or all of the provisions of this BMS and/or the Building Common Areas Site Plan as it deems necessary from time to time.

### **1.4 Consistency, Interpretation and Definitions**

(a) If there is a conflict or inconsistency between this BMS and:

- (i) any sales documentation, this BMS prevails to the extent of the inconsistency;
- (ii) a Governance Document, this BMS prevails to the extent of the conflict or inconsistency and such conflicting Governance Document shall be amended accordingly by the Building Manager to rectify the inconsistency; and
- (iii) Applicable Laws, the Applicable Laws prevail to the extent of the inconsistency.

(b) In this BMS (i) words that are "Capitalised" have the corresponding meanings set out in Schedule 1 Definitions document, which forms an integral part of this BMS; and (ii) the rules of interpretation contained in Schedule 1 also apply.

## **2. NUMBERING OF UNITS**

Each Unit in the Building is numbered and identified in column A of Schedule 3.

## **3. UNIT ENTITLEMENTS**

### **3.1 List of Unit Entitlements**

Each Unit shall have a Unit Entitlement as specified in column B of Schedule 3

### **3.2 Method by which the Unit Entitlements are calculated**

The Unit Entitlements have been calculated on the basis of area in accordance with the JOP Law and the requirements of the Land Department, with the Unit Entitlement of each Unit calculated by dividing the Unit Area by the Total Unit Areas.

### **3.3 Service Charge Calculation**

(a) Notwithstanding the Unit Entitlements are calculated in accordance with clause 3.2, for the purpose of apportioning the fair allocation of Building Common Area Expenses and determining the Building Service Charges, the Building Manager shall apportion such expenses and raise Building Service Charges on the basis of beneficial usage, with each Owner only contributing towards the expense of Operating the Building Common Areas from which it benefits as determined by the Building Manager and:

- (i) the Retail Unit Owners shall not be required to contribute towards the costs of the Residential Common Areas, the sole cost of which shall be borne by the Residential Unit Owners;
- (ii) the Retail Unit Owners and Office Common Areas shall not be required to contribute towards the costs of the Residential Common Areas, the sole cost of which shall be borne by the Residential Unit Owners; and
- (iii) the Residential Unit Owners and Retail Unit Owners shall not be required to contribute towards the costs of the Office Common Areas, the sole cost of which shall be borne by the Office Unit Owners.

(b) All Owners must proportionally contribute to the expense of Operating the General Common Areas in the form of Building Service Charges on the basis of their respective Unit Entitlements.



- (c) All Office Unit Owners must proportionally contribute to the expense of Operating the Office Common Areas in the form of Building Service Charges in the proportions which their Unit Entitlement bears to the sum of all Unit Entitlements of the Office Units.
- (d) All Residential Unit Owners must proportionally contribute to the expense of Operating the Residential Common Areas in the form of Building Service Charges in the proportions which their Unit Entitlement bears to the sum of all Unit Entitlements of the Residential Units.
- (e) Notwithstanding the provisions contained in this clause 3.3, the Building Manager may apply a weighting factor reducing the Building Service Charges payable on Terrace/Balcony Areas as directed by the Land Department.

#### **4. COMPLETION AND STAGING OF BUILDING AND MASTER COMMUNITY CONSTRUCTION**

- (a) Construction of the Building [has/has not] commenced and handover of the Building [is not/is] staged and the Building Common Areas are as depicted on the Building Common Areas Site Plan.
- (b) Notwithstanding clause 4(a), the Owners and Occupiers acknowledge that the Master Community will be the site of on-going development and construction, including construction of buildings and infrastructure by the Master Developer. As such, the on-going development work may cause interference and/or disturbance to the use and enjoyment of the Units and the Building Common Areas and/or Master Community Common Facilities and no Owner or Occupier shall raise any claim against the Developer for such interference or disturbance.
- (c) As the Master Community continues to be developed, further Master Community Common Facilities may be added to benefit the Owners and Occupiers and the cost of Operating such Master Community Common Facilities will form part of the Service Charges payable by the Owners.

#### **5. ACUBE BRAND**

##### **5.1 Intellectual Property**

- (a) The ACUBE and ElectraBrand is owned by the Developer and the ACUBE Intellectual Property and any goodwill that may develop in relation to it whether directly or indirectly shall inure exclusively to the benefit of the Developer.
- (b) In no event shall the Owners have any right, title or interest in the Electra and/or ACUBE Brand or the ACUBE Intellectual Property, or in any licensing arrangements with respect to the ACUBE Brand.
- (c) Each Owner and Occupier automatically acknowledges the exclusive rights of the Developer (or its Affiliates, as the Developer determines) in the Electra and/or ACUBE Brand and the Owners and Occupiers shall not:
  - (i) acquire any rights in or to the Electra and/or ACUBE Brand and ACUBE Brand Intellectual Property;
  - (ii) interfere with or contest in any way the rights of the ACUBE Brand Intellectual Property;
  - (iii) form, create or utilise (or attempt to form, create or utilise) in connection with their Unit, or any other real estate or hospitality project or venture, any entity whose name utilises all or any portion of the Electra and/or ACUBE Brand Intellectual Property;
  - (iv) use the Electra and/or ACUBE Brand Intellectual Property or any Intellectual Property confusingly similar thereto whether visually, phonetically or conceptually as part of any domain, corporate, business or trading name or trademark or service mark or style of the Owner, without the prior consent of the Developer (whose consent may be given or withheld in its sole discretion);
  - (v) at any time use, or apply to Register in its own name in any part of the world, any of the Electra and/or ACUBE Brand Intellectual Property or any Intellectual Property so nearly resembling the Electra and/or ACUBE Brand Intellectual Property as to be likely to deceive or cause confusion;
  - (vi) now or at any point in the future, contest the rights to the Developer the Electra and/or ACUBE Brand Intellectual Property, including any additions or improvements thereto developed from time to time;
  - (vii) use, imitate or infringe upon any of the Electra and/or ACUBE Brand Intellectual Property in whole or in part; and

- (viii) do or permit to be done any act or omission which would or might jeopardise or invalidate any Registration of the Electra and/or ACUBEBrand Intellectual Property nor to do any act or omission which might assist or give rise to an application to remove any of the Electra and/or ACUBEBrand Intellectual Property from the relevant registers or which might prejudice the right or title of the Developer (or their Affiliates) to the Electra and/or ACUBE Intellectual Property.
- (d) Every Owner and Occupier shall indemnify and hold the Developer harmless from and against any and all losses in any way arising directly or indirectly from, or otherwise in connection with the use by the Owners or Occupiers of the Electra and/or ACUBEBrand Intellectual Property without the consent of the Developer.
- (e) The Developer may display the Electra and/or ACUBE Intellectual Property within or on outside areas of the Building in such places as it so determine.

## **6. DELIVERY AND USE OF UTILITY SERVICES**

### **6.1 Supply of Utilities**

The Utility Services are supplied to the Building as set out in Schedule 5.

### **6.2 Master Community Core Services**

- (a) There may be a number of Master Community Core Services provided to the Master Community by the Master Developer (or its nominated Supplier) that are required to be provided to the Master Community (including the Building) in an integrated manner under the Master Community Declaration.
- (b) The Master Developer may notify the Building Manager of the Master Community Core Services from time to time in accordance with the Master Community Declaration.
- (c) The Master Developer shall either procure the delivery of the Master Community Core Services to the Master Community (including the Building) and include the costs of doing so in the Service Charges, or, nominate the Supplier or Suppliers that the Building Manager must engage to provide such Master Community Core Services from time to time.
- (d) The Building Manager and the Owners must strictly comply with the requirements of the Master Developer with respect to the provision of the Master Community Core Services.

### **6.3 Chilled Water**

- (a) District Cooling
  - (i) It is intended that Chilled Water is supplied to the Building via District Cooling, and all rights and obligations of the Developer under the agreement entered into with the District Cooling Supplier with respect to the supply of Chilled Water to the Building are deemed to be assumed by the Owners collectively, with the responsibility for making all necessary payments to the District Cooling Supplier assumed by the Building Manager (for and on behalf of the Owners). The Owners must at all times comply with the terms and conditions set out in such agreement and indemnify the Developer and the Building Manager (on a full indemnity basis) against any breach of such obligations.
  - (ii) The Owners shall, immediately on demand of the Building Manager, enter into a separate end-user supply agreement with the District Cooling Supplier with respect of the supply of Chilled Water to their Units.

### **6.4 Gas Supply**

- (a) In the event that Gas is supplied to the Building, the Building Manager shall manage the collection of consumption charges from the Owners for Gas provided to their Units or appoint a Gas Account Manager to do so.
- (b) The Building Manager may disconnect and suspend the supply of Gas to a Unit in the event that the Owner fails to pay any amount outstanding to the Building Manager, the Gas Account Manager, or fails to pay its Service Charges, without prejudice to any other rights the Building Manager may have with respect to the Owner's default under Applicable Law until such time as the amounts outstanding (and any charges and compensation for late payment) are paid in full.

- (c) Owners shall, immediately on demand of the Building Manager, if required by the Building Manager or the Gas Account Manager, enter into an end user agreement with respect to the exclusive supply of Gas to their Unit in the form required by the Gas Account Manager.
- (d) To the extent that Gas is supplied to the Building on an un-metered basis, the cost of such Gas shall be a Building Common Area Expense and the Owner's share of such Gas supply costs shall be included in the Owner's Service Charges.

#### **6.5 Utility Services not separately metered**

In the event that any of the Utility Services are not separately metered, then the Building Manager may decide to install separate metering if the Building Manager considers that such installation is necessary, the costs of which shall be payable by the Owners equally or, the Building Manager may elect to instead raise a Special Building Service Charge to fund such installation.

#### **6.6 Access to Building and Utility Service Infrastructure**

- (a) The Owners must ensure that reasonable access to the Building is made available to the Suppliers, Utility Suppliers, Developer, and/or Building Manager (as the case may be) to enable the reading of meters and the servicing of the Building and the Utility Service Infrastructure and no Owner may obstruct or prevent their access to the Building and/or such Utility Service Infrastructure at any time.
- (b) Subject to all Applicable Laws, the Owners must allow the Suppliers, Utility Suppliers, Developer and/or the Building Manager reasonable access to the Units for the purpose of reading the meters and/or servicing the parts of the Building and/or the Utility Service Infrastructure that do not form part of the Exclusive Services.

#### **6.7 Disconnection of Supply**

- (a) Subject to all Applicable Laws, the Building Manager, Developer, Suppliers and/or the Utility Suppliers may disconnect the supply of all services including Utility Services to a Unit, if the Owner or Occupier has not paid the Building Manager, Developer, Supplier and/or the Utility Supplier (as the case may be) its fees, costs and/or Utility Service fees when due and payable.
- (b) The Owners and Occupiers acknowledge and understand that the Building Manager, Developer, Suppliers and/or the Utility Suppliers may disconnect the supply of all services and Utility Services to the Building Common Areas if there are insufficient funds in the General Fund to pay the Building Manager, Developer, Suppliers and/or the Utility Suppliers their costs and fees in respect of their services and Utility Services when due and payable due to the failure of the Owners to pay their Service Charges when due and payable or for any other reason.

#### **6.8 Other Utility Services**

To the extent that the Building Manager, and/or Developer specifies any other suppliers of Utility Services for the Building, the Building Common Areas and/or the Units, the Owners (and where applicable, the Occupiers) shall obtain such Utility Services from such nominated service providers.

#### **6.9 Exclusive Services**

An Owner and its Occupier has the right to the exclusive use and enjoyment of any Exclusive Services notwithstanding that such service may be located in and form part of the Building Common Areas and such Owner is responsible for the cost of the on-going repair and maintenance of any such Exclusive Services.

### **7. EASEMENTS AND COVENANTS**

#### **7.1 General Easements, Covenants and Restrictions**

- (a) Subject always to the Applicable Laws, the Building Manager shall have the power to enter into easements over the Building Common Areas with Suppliers (including Utility Suppliers) on reasonable and practicable terms and conditions and where these are reasonably necessary for the use and enjoyment of Owners or Occupiers or necessary for the Supplier.

The Master Developer has been granted the necessary public, pedestrian and vehicular rights of way, access and easements for utilities, services and infrastructure over, under and across the Plot and each Unit in accordance with the Master Community Declaration.

#### **7.2 Owner's Right to Support and Shelter**

- (a) Each Unit and the Building Common Areas are benefited by and burdened with reciprocal rights of support and shelter from and to each other.
- (b) The Building is benefited by and burdened with such other rights of support and shelter as granted pursuant to the Master Community Declaration.
- (c) No Owner shall undertake any Building Works to its Unit whatsoever that may detrimentally affect or otherwise interfere with another Owner's right to support and shelter of its Unit or the Building Common Areas and must (subject to the provisions contained in this BMS) maintain, repair, refurbish and/or reinstate its Unit as necessary from time to time to ensure that all other Owners' rights of support and shelter are maintained and protected at all times.
- (d) Nothing contained in this clause 7.2 shall have the effect of requiring an Owner to undertake Building Works to the Building Common Areas unless such Owner is otherwise required to do so under this BMS.

## **8 WATER, WASTE, ENERGY AND ANY ENVIRONMENTAL MANAGEMENT CONDITIONS**

### **8.1 Environmental Management Conditions**

- (a) The Building Manager and the Owners must comply with this the Governance Documents and all Applicable Laws and the requirements of the Master Developer and Relevant Authorities with respect to any waste management, water and energy efficiency measures or other environmental management conditions with respect to the Master Community, the Building, the Building Common Areas and the Units.
- (b) The Building Manager must take positive steps to ensure that Utility Services supplied to the Units and Building Common Areas are used economically and in a way that is sustainable to the environment, including where possible:
  - (i) the use of separate metering for Utility Services;
  - (ii) the issue of guidelines for minimising the use and wastage of those Utility Services; and
  - (iii) the provision of disincentives for any failure to observe those guidelines.
- (c) The Building Manager must take positive steps to:
  - (i) recycle waste and to encourage Owners and Occupiers to recycle waste;
  - (ii) facilitate such recycling by arranging for separate collection of different types of waste; and
  - (iii) have such waste collected by relevant recycling agencies.
- (d) An Owner must use its best endeavours to:
  - (i) use Utility Services in an economical and non-wasteful manner; and
  - (ii) recycle waste, particularly in accordance with any policies and directions of the Building Manager.
- (e) The Building Manager must, when replacing items of machinery, plant or equipment give due consideration to using replacement items that are efficient in their use of water and electricity, and where a more efficient replacement item is more expensive, the Building Manager must give due consideration to the benefits of any reductions in Operating costs of such replacement item over the medium to longer term.
- (f) When procuring goods and services the Building Manager must give due consideration to companies and Suppliers committed to environmental sustainability.

## **9. RULES**

### **9.1 Compliance with Master Community Rules**

- (a) The Owners and Occupiers must fully comply with the Master Community Rules and the directions of the Master Developer at all times.
- (b) The Building Manager must use all reasonable endeavours to enforce the Master Community Rules on behalf of the Master Developer.

- (c) A breach of the Master Community Rules by an Owner or Occupier shall be considered to also be a breach of the Owner's or Occupier's obligations under this BMS.

## **9.2 Building Rules**

- (a) The Owners and Occupiers must fully comply with the Building Rules and the directions of the Building Manager at all times.
- (b) The Building Manager must use all reasonable endeavours to enforce the Master Community Rules on behalf of the Master Developer.
- (c) A breach of the Building Rules by an Owner or Occupier shall be considered to also be a breach of the Owner's or Occupier's obligations under this BMS.
- (d) The Building Manager may make the Building Rules (or vary) from time to time with respect to the use and enjoyment of the Building Common Areas, and in making or varying the Building Rules, it must take into account the nature of the Building and the Master Community and the various Owners' and Occupiers' interests.

## **9.3 Service of Building Rules**

- (a) The Building Rules (or variations to the Building Rules) made by the Building Manager must be made in writing and served upon the Owners and Occupiers and displayed in the Building (where appropriate) or on the internet portal for the Building.
- (b) Notwithstanding clause 9.3(a), the Owners and Occupiers shall at all times be ultimately responsible for being aware of the Building Rules that are properly served on them under this BMS (and in the case of Owners, shall have the responsibility to ensure that they communicate the Building Rules to their Occupiers).

## **9.4 Consistency**

The Building Rules and variations there to must be consistent with the Master Community Declaration, the Master Community Rules and all Applicable Laws. If the Building Rules are inconsistent with the Master Community Declaration, the Master Community Rules or Applicable Laws, the provisions of the Master Community Declaration, the Master Community Rules and the Applicable Laws shall prevail (as appropriate) to the extent of the inconsistency.

## **9.5 Effect of Building Rules**

A Building Rule (or variation to a Building Rule) applies as though it is set out in full in this BMS.

# **10. DESCRIPTION OF THE STRUCTURE AND MANAGEMENT OF THE BUILDING**

## **10.1 Structure of the Building**

- (a) This BMS applies to the Building which is located within the Master Community.
- (b) The Units and the Building Common Areas together comprise the Building.
- (c) All Owners must comply at all times with the provisions contained in this BMS and must proportionally contribute to the expense of Operating the Building Common Areas in the form of Building Service Charges.
- (d) All Owners must comply at all times with the provisions contained in the Master Community Declaration and must proportionally contribute to the expense of Operating the Master Community and the Master Community Common Facilities in the form of Master Community Service Charges.

## **10.2 The Master Community Manager**

- (a) The Master Developer may appoint the Master Community Manager (who, for the avoidance of doubt, may be an Affiliate of the Master Developer) to assist the Master Developer with its functions under the Master Community Declaration including the administrative, secretarial and financial affairs of the Master Community and the supervision of the Suppliers appointed with respect to the Operation of Master Community Common Facilities in the Master Community.
- (b) The Master Developer may delegate its responsibilities for the collection of the Master Community Service Charges to the Building Manager and the Owner's proportion of the Master Community Service Charges may be included in the Service Charges.



- (c) The Owners must at all times comply with the requirements of the Master Developer and the directions of the Master Community Manager when utilising Master Community Common Facilities.

### **10.3 The Building Manager**

- (a) The Building Manager shall be appointed in accordance with the JOP Law to manage and Operate the Building Common Areas. The Building Manager must manage and Operate the administrative, secretarial and financial affairs of the Building Common Areas and monitor the performance by Suppliers of their obligations under Supply Agreements entered into with respect to the Building Common Areas in accordance with the Governance Documents and the requirements of the JOP Law.
- (b) In accordance with Article 18 of the JOP Law, the Building Manager shall be selected and contracted by RERA and be recognised by RERA and specialised in managing the Building Common Areas. The Building Manager may at any time be replaced by RERA if RERA determines that the Building Manager is incompetent, unqualified or unable to manage and maintain the Building Common Areas in accordance with Article 38 of the JOP Law.

### **10.4 The Owners' Committee**

- (a) The Owners' Committee shall be constituted of members appointed by RERA in accordance with the JOP Law.
- (b) The role of the Owners' Committee shall be strictly limited to the role prescribed in Article 24 of the JOP Law which is primarily to act in an advisory capacity only to the Building Manager. The Owners' Committee shall not have any power and responsibilities greater than those provided for in the JOP Law.

### **10.5 Other Suppliers**

- (a) Any Supplier appointed by the Building Manager must be a reputable, properly qualified and licensed contractor with relevant experience and expertise in providing services to buildings of a similar size and nature to the Building.
- (b) The Building Manager must obtain and maintain a copy of the Suppliers' current licence at all times and to ensure the efficient and consistent Operation of the Building, the Building Manager must supervise the Suppliers and ensure that they comply at all times with the directions of the Building Manager.

### **10.6 Exclusion of Liability**

To the fullest extent possible under the Applicable Laws, the Building Manager, Master Developer, Developer and the Master Community Manager are not liable for the death of, or injury to an Owner, Occupier, Invitee or any other authorised or unauthorised persons or for damage to any vehicle of theirs, or for any actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or any other liability whatsoever incurred by them in the use, whether authorised or not, of the Master Community (including the Master Community Common Facilities), Building including the Units and the Building Common Areas, or in the exercise of any rights granted by this BMS and the other Governance Documents.

## **11 BUDGET AND SERVICE CHARGES**

### **11.1 Preparation of Budget**

- (a) The Building Manager must prepare no later than one (1) month prior to the last day of each Operating Year:
  - (i) the proposed Budget for the next Operating Year; and
  - (ii) the amount that each Owner will be responsible to pay into the General Fund and the Reserve Fund in the next Operating Year under the proposed Budget by way of Service Charges.
- (b) The Budget must be based on the Building Manager's reasonable estimate of the costs of Operating the Building for the next Operating Year.
- (c) The Budget must provide reasonable details and include itemised estimated monetary requirements and expenditures of the costs, including details of:
  - (i) the estimated General Fund Expenses (with a breakdown of each General Fund Expense);
  - (ii) the estimated Reserve Fund Expenses; and
  - (iii) any other cost that the Building Manager determines to be appropriate.

### **11.2 Submission of Budget to RERA**



- (a) Following preparation of the Budget, as soon as reasonably practicable (but no later than the maximum number of days required under the JOP Law) the Building Manager shall submit the proposed Budget for the next Operating Year to RERA for provisional Approval including:
  - (i) the provisional proposed Budget for the next Operating Year; and
  - (ii) the amount that each Owner will be responsible to pay to the General Fund and Reserve Fund by way of Service Charges in the next Operating Year based on the provisional proposed Budget.
- (b) Until such time as the provisional Budget (or any amended provisional Budget) has been Approved by RERA for the next Operating Year, the Building Manager shall continue to Operate the Building under the Budget for the previous Operating Year increased by five per cent (5%) and the Owners must contribute to the General Fund and Reserve Fund by way of Service Charges on such basis.

### **11.3 Preparation and Adoption of Financial Statements**

- (a) The Building Manager must, in respect of each Operating Year, prepare the financial statements for that Operating Year no later than three (3) months after the end of such Operating Year.
- (b) The Building Manager shall, at the expense of the Owners as a General Fund Expense, arrange for the independent auditing of the financial statements.

### **11.4 Service Charge Payments by Owners**

- (a) The Building Manager shall procure that each Owner is issued with a Service Charge Notice through the Mollak online system maintained by RERA (or such other system that replaces Mollak from time to time) in accordance with the JOP Law. The Service Charge Notice must be in the form required by RERA.
- (b) The Owners must pay their Service Charges as specified in their Service Charge Notice (and any charges and compensation for late payment) without deduction or set off on or before the due dates for payment specified in the Service Charge Notice.
- (c) Service Charges shall be payable in respect of each Operating Year quarterly in advance and without deduction or set off, by no later than the date specified in the Service Charge Notice.
- (d) The Owners expressly authorise and agree that each Owner's proportion of the Master Community Service Charges may be included within the Service Charges.

### **11.5 Special Building Service Charges**

- (a) Subject to any restrictions in the JOP Law, if at any time during the Operating Year the Building Manager determines that:
  - (i) an amount on account of General Fund Expenses is or will become due and payable but cannot be paid because the amounts held in the General Fund are insufficient to allow the payment of such amount or such payment will result in the Building Manager being unable to pay other General Fund Expenses when due and payable; or
  - (ii) an amount on account of Reserve Fund Expenses is or will become due and payable but cannot be paid because the amounts held in the Reserve Fund are insufficient to allow the payment of such amount or such payment will result in the Building Manager being unable to pay other Reserve Fund Expenses when due and payable,

then, the Building Manager may raise a Special Building Service Charge which shall be payable by the Owners (as determined by the Building Manager) to fund the shortfall.

- (b) Should the Building Manager raise a Special Building Service Charge, the Building Manager must forward a Service Charge Notice to each Owner required to pay such Special Building Service Charge that specifies:
  - (i) details of the event that has given rise to the need to raise the Special Building Service Charge;
  - (ii) the amount that the Owner is required to contribute to the Special Building Service Charge and the basis for such contribution;

- (iii) the due date for payment of the Owner's contributions to the Special Building Service Charge; and
  - (iv) any other information that the Building Manager considers appropriate for inclusion.
- (c) The Owners must pay to the Building Manager their contribution to the Special Building Service Charge as specified in their Service Charge Notice without deduction or set off on or before the due dates for payment that are specified in the Service Charge Notice (being a date no earlier than thirty (30) days from the date of the Service Charge Notice).

#### **11.6 Surplus Funds**

- (a) In the event that the Service Charges paid by the Owners in respect of General Fund Expenses under the Budget for the previous Operating Year are greater than the payments made from the General Fund (leaving a surplus over and above the budgeted retention sum), the Building Manager may credit the surplus funds to the relevant Owners in the proportions for which such funds were paid by the Owners and offset such surplus against the Service Charges in respect of General Fund Expenses payable by such Owners for the next Operating Year.
- (b) In the event that the Service Charges paid by the Owners in respect of Reserve Fund Expenses under the Budget for the previous Operating Year are greater than the budgeted payments made from the Reserve Fund (leaving a surplus over and above the budgeted retention sum), the Building Manager may credit the surplus funds to the relevant Owners in the proportions for which such funds were paid by the Owners and offset such surplus against the Service Charges in respect of Reserve Fund Expenses payable by such Owners for the next Operating Year.

#### **11.7 Review of Usage**

- (a) Where an Owner's contribution to any General Fund Expense has been calculated on the basis of estimated usage, a review of such usage may be undertaken by the Building Manager from time to time to confirm that the contribution substantially reflects the actual usage by the Owner.
- (b) Should the contribution be substantially different to the actual use, the Building Manager shall adjust the contribution to reflect the estimated proportionate usage and equitable distribution of the General Fund Expenses or to accord with the actual use, if determinable.
- (c) An Owner may submit a proposal to the Building Manager requesting the Building Manager to undertake a review of the contributions and usage not more than once every year or as otherwise determined by the Building Manager.

#### **11.8 Clarification**

- (a) If an Owner requires clarification of an amount that the Owner is required to pay under a Service Charge Notice it must, within ten (10) Business Days of receipt of the Service Charge Notice, notify the Building Manager in writing of the matter or matters it requires to be clarified including details of:
- (i) any facts upon which the need for clarification is based; and
  - (ii) any other matter that the Owner considers relevant.
- (b) Upon receipt of a request for clarification under this clause 11.8, if the Building Manager is unable to provide sufficient clarification to the Owner's reasonable satisfaction within ten (10) Business Days of receipt of the request, the Building Manager shall convene a Meeting within a further twenty (20) Business Days with the Owner to discuss the matter.
- (c) If the Building Manager is unable to satisfy the Owner's request at the Meeting convened in accordance with clause 11.8 (or such other period as agreed between the Owner and the Building Manager) then they shall be considered to be in dispute which shall be resolved under clause 31.2.
- (d) Notwithstanding that an Owner may seek clarification of an amount that the Owner is required to pay (or another Owner is required to pay) under a Service Charge Notice, it must pay the amount specified in the Service Charge Notice and any adjustment with respect to any underpayment or overpayment shall be made between the Building Manager and the Owner once the matter has been resolved in accordance with this BMS.

#### **11.9 Application of Payments**

- (a) The Building Manager must not apply any monies from the Reserve Fund on account of General Fund Expenses unless otherwise Approved by RERA to do so and then only then where it has been determined by the Building Manager that such funds are either not required to maintain appropriate funds within the Reserve Fund or will be replaced upon receipt of Service Charges from Owners or by way of a Special Building Service Charge.
- (b) The Building Manager shall segregate the funds deposited into the Reserve Fund and General Fund by the Owners and hold such funds on account of the Owners for the payment of their respective Reserve Fund Expenses and General Fund Expenses.

#### **11.10 Emergency Funding**

- (a) If at any time there is insufficient monies in the General Fund and/or the Reserve Fund to fund the Operation of the Building due to a delay in the payment of any Service Charges by the Owners, the Developer may elect to provide Emergency Funding to fund the shortfall and enable the Building to continue to Operate.
- (b) If the Developer elects to provide Emergency Funding in accordance with clause 11.10(a), the Developer shall be entitled to receive compensation on the amount of Emergency Funding advanced equivalent to the costs actually incurred or the market cost of the Emergency Funding for the period that the Emergency Funding is provided.
- (c) The Building Manager must use all reasonable commercial endeavours to recover the outstanding contributions payable by the Owners to enable repayment of the Emergency Funding (together with the compensation payable under clause 11.10(b)), and until such time as the Emergency Funding (and the compensation payable under clause 11.10(b)) is repaid in full to the Developer, the amount repayable shall constitute a debt payable on time by the Building Manager and the Owners to the Developer immediately (and/or on demand).

### **12. RESTRICTIONS ON HOW A PARTICULAR UNIT CAN BE USED**

#### **12.1 Permitted Use**

An Owner must ensure that its Unit is used strictly for the Permitted Use only and in accordance with all Applicable Laws

#### **12.2 Retail Use**

- (a) The Retail Units must be used for Retail Use.
- (b) Subject to the Owner's rights pursuant to Applicable Law, no other Owner may object to a Retail Unit Owner's use of its Retail Unit and must not do anything that may interfere with a Retail Unit Owner's use of its Retail Unit.
- (c) Without limiting the generality of clause 12.2(b), no Owner may object to any hours of operation of a Retail Unit that have been Approved by the Building Manager and the Relevant Authorities.

#### **12.3 Office Use**

- (a) The Office Units must be used for the operation of offices (or such other use approved by the Master Developer and the Relevant Authorities) and may include all uses and operations ancillary to the Operation of offices and shall be Operated by the Building Manager to the standards commensurate to that of a high-standard office development in Dubai.
- (b) No Owner may object to the Office Unit Owner's Operation of the Office Unit and Owners must not do anything that may interfere with the Office Unit Owner's use and Operation of the Office Unit.
- (c) The Office Unit Owners may appoint an Office Operator to manage the Operation of the Office Component and delegate the rights and responsibilities ancillary to such Operation to the Office Operator in its discretion. Notwithstanding the appointment of an Office Operator under this clause 12.6(c), the Office Unit Owners shall at all times remain responsible for complying with its obligations under this BMS.

#### **12.4 Residential Use**

- (a) All Residential Units must be used for Residential Use. As such, subject to the provisions contained in this BMS, only the Owners and Occupiers and their direct family members and domestic employees (subject to Approval of the Relevant Authorities) may occupy a Residential Unit.
- (b) No business or commercial activity to which the general public is invited shall be conducted within any Residential Unit or the Building Common Areas without the Approval of the Building Manager and the Relevant Authorities.

- (c) No Owner or Occupier may partition any Residential Unit for the purposes of letting out individual rooms or otherwise.
- (d) Owners and Occupiers:
  - (i) must ensure that all household staff, including (but not limited to) housemaids, drivers, cooks, and gardeners hold a valid residence visa issued by the Dubai Naturalisation and Residency Department (DNRD) at all times when occupying or working within the Building; and
  - (ii) are fully responsible if they are found accommodating household staff not directly sponsored by them and indemnify and hold harmless the Building Manager, the Master Community Manager, the Developer, the Master Developer and other Owners and Occupiers against any loss that may arise from such breach.

## **12.5 Change of Permitted Use**

- (a) The Permitted Use of a Residential Unit may not be changed at any time.
- (b) The Permitted Use of a Retail Unit or Office Unit may not be changed without the Approval of the Building Manager (and without first obtaining any necessary licence for such use from the Relevant Authorities). The Building Manager may withhold its Approval to any change of use should it consider that the proposed use is not in keeping with the Building, or otherwise has or may have a detrimental effect on other Owners or Occupiers within the Building.
- (c) In the event that a change in the Permitted Use is Approved to by the Building Manager, the applicant Owner must also obtain the Approval and any necessary licence for such use from the Relevant Authorities and provide a copy of the same to the Building Manager before using the Retail Unit for the proposed change of the Permitted Use.
- (d) Any Approval granted by the Building Manager may be granted subject to such conditions as the Building Manager considers appropriate, including the allocation to the Owner of any additional costs that may arise from such change of use (such as additional Insurance premiums).

## **12.6 No Short Term Leasing or Shared Occupancy Plans**

- (a) A Unit may not be leased or licensed:
  - (i) on a Short Term Basis or as part of any Shared Occupancy Plan; or
  - (ii) as a "Holiday Home Rental" (under Decree No. 41 of 2013 Regulating the Activity of Leasing out Holiday Homes in the Emirate of Dubai and Administrative Decision No. 1 of 2020) or as a vacation rental under Airbnb, HomeAway, VRBO or any other similar service, which are all strictly prohibited by the Developer and the Building Manager and no Owner or Occupier may seek to obtain a license from the Dubai Department of Tourism and Commerce Marketing, or seek Approval from the Developer and the Building Manager for such use.
- (b) In the event that clause 12.6(a) is deemed unenforceable in whole or in part under Applicable Law or by the Relevant Authorities and an Owner is permitted to lease its Unit in such manner under Applicable Law (subject to the requirements of the Relevant Authorities including the Dubai Department of Tourism and Commerce Marketing), an Owner must only do so after:
  - (i) obtaining of a license to do so from the Relevant Authorities;
  - (ii) obtaining the Approval of the Building Manager following the obtaining of a licence to do so and providing the Building Manager evidence of such license; and
  - (iii) complying with the conditions of the Building Manager in accordance with clause 12.6(c).
- (c) The Building Manager may impose such conditions on letting of any Unit in contravention of this clause 12.6 as the Building Manager considers appropriate in its absolute discretion, including the allocation to the Owner of any additional costs that may arise from such change of use (such as additional Insurance premiums and increased Service Charges arising from such use).

## **12.7 Registration of Tenancy Contracts and Payment of Service Charges**



- (a) All tenancy contracts entered into by Owners in respect of their Unit must be Registered with the Relevant Authorities in accordance with Applicable Laws.
- (b) Owners must provide the Building Manager with copies of all such tenancy contracts and renewals.
- (c) The Occupier may be denied access to the Unit, Building, Building Common Areas, Master Community and the Master Community Common Facilities if the Building Manager is not provided with a copy of an Owner's tenancy contract and has not issued a Service Charge Payment Confirmation confirming that the Owner has paid all outstanding Service Charges and is not otherwise in breach of its obligations under this BMS.
- (d) For the avoidance of doubt, an Occupier is not entitled to take possession or move into a Unit unless the Owner has complied with this clause 12.7 and paid all outstanding Service Charges (and all other moneys payable under this BMS) in full and is not otherwise in breach of its obligations under this BMS or the other Governance Documents.

### **12.8 Disposition of Units**

- (a) No Owner may enter into any Disposal unless the prior Approval of the Building Manager has been obtained and all of the following conditions have been fulfilled:
  - (i) the Owner is not in breach of any of its obligations under this BMS;
  - (ii) the transferee has paid to the Building Manager the Clearance Certificate Fee and has obtained a Clearance Certificate; and
  - (iii) the form of the transfer documentation complies with the requirements of this BMS, the other Governance Documents and Applicable Laws.
- (b) When a person or entity receives title to a Unit from the Land Department, it will automatically become an Owner for the purpose of this BMS, and when it ceases to own a Unit it will automatically cease to be an Owner but will continue to be jointly and severally liable with its transferee for the due performance of its failure to comply with any obligations in this BMS until such obligations are satisfied.
- (c) The Owner and the transferee indemnify and keep indemnified and hold harmless the Master Developer (and Master Community Manager), the Developer, the Building Manager, and the other Owners and Occupiers against all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings whatsoever incurred and/or suffered by them or the Owners as a result of any Disposal conducted otherwise than in strict compliance with this clause 12.8.

### **12.9 Number of Invitees**

An Owner must ensure that the total number of Occupiers or Invitees per square foot in its Unit at any given time does not exceed the maximum number of Occupiers or Invitees permitted per square foot by the Relevant Authorities taking into account the Permitted Use and occupational health and safety considerations.

## **13. ARCHITECTURAL AND OPERATIONAL STANDARDS**

### **13.1 Alterations to the Unit's Appearance**

An Owner must not alter the external appearance of its Unit (including its internal appearance visible from any other Unit or the Building Common Areas) at any time.

### **13.2 Compliance with the Building Works Approval Process**

The Owners must comply (and must ensure that Suppliers comply) at all times and on time with the Building Works Approval Process which governs Building Works within a Unit. The Building Works Approval Process shall be prepared and amended by the Building Manager from time to time and displayed in the Building (where appropriate) or on the internet portal for the Building.

### **13.3 Operational Standards**

The Building Manager shall ensure that all Suppliers engaged by the Building Manager to provide services to the Building Common Areas and the Building generally have the requisite experience and expertise to provide the services for which they are engaged.

## **14. RESTRICTIONS ON USE OF SPECIFIED PARTS OF THE BUILDING**

### **14.1 General Use of Building Common Areas**

- (a) Subject to the provisions of this BMS:
  - (i) the Residential Common Areas shall only be used by the Residential Unit Owners and their Occupiers (and their Invitees);
  - (ii) the Office Common Areas shall only be used by the Office Unit Owners and their Occupiers (and their Invitees); and
  - (iii) the General Common Areas may be used by all of the Owners and their Occupiers (and their Invitees).
- (b) An Owner must not restrict or seek to restrict any other Owner's or Occupier's right of use of or access to the Building Common Areas under this BMS.
- (c) Subject to the provisions of this BMS, an Owner must keep free and unobstructed all Building Common Areas at all times and must not place or store any items or personal items on the Building Common Areas.
- (d) Notwithstanding clause 14.1(a), the Building Manager may temporarily or permanently restrict all or any Owners and/or their Occupiers access to designated Building Common Areas in the following circumstances:
  - (i) in the case of emergency;
  - (ii) in the event that the Building Manager requires the utilisation of an area within the Building Common Areas from which to carry out its administrative functions and fulfil its obligations under this BMS; and/or
  - (iii) in the event that areas are required to be cordoned off in order for a Supplier to carry out works,

provided always, in respect of any permanent restriction, the Building Manager ensures that such restriction does not substantially and detrimentally affect the use and enjoyment of the Building Common Areas of any Owner or Occupier entitled to use such designated Building Common Area.

#### **14.1 Restricted Areas**

- (a) Although designated as Building Common Areas, Owners may not access any Restricted Areas without the Approval of the Building Manager.
- (b) The Building Manager may lock or otherwise prevent access to the Restricted Areas as it considers necessary or desirable either on a temporary or permanent basis.
- (c) Should an Owner (or their Suppliers) access any Restricted Areas, it must follow the directions of the Building Manager when accessing such area at all times.
- (d) Should an Owner or Occupier (or their Suppliers) access any Restricted Areas, it does so solely at its own risk.

### **15. RESIDENTIAL LEISURE FACILITIES**

#### **15.1 Use of the Residential Leisure Facilities**

- (a) The Residential Leisure Facilities form part of the Residential Common Areas and the Building Manager is responsible for their Operation.
- (b) The Residential Leisure Facilities are available for use by the Residential Unit Owners and their Occupiers only.
- (c) Where there is an Occupier of a Residential Unit, it is deemed that the Residential Unit Owner has assigned its rights of use and access granted to the Residential Unit Owners under this BMS to that Occupier, however, the Residential Unit Owner shall remain at all times responsible to the Building Manager with respect to such rights of use and access.
- (d) The Building Manager shall be the solely responsible for determining what, and the extent and manner to which, the Residential Leisure Facilities will be provided from time to time provided always the Owners and the Occupiers are entitled to utilise any varied or replaced facilities.
- (e) The Building Manager shall prepare the Residential Leisure Facilities Budget for every Operating Year.
- (f) The Residential Unit Owners shall be solely responsible for the cost of the provision and Operation of the Residential Leisure Facilities which shall be charged to the Residential Unit Owners via their Service Charges.

#### **15.2 Rules Relating to the Use of the Residential Leisure Facilities**



- (a) The Residential Unit Owners and the Occupiers must strictly comply with all Building Rules and the directions of the Building Manager with respect to the use of the Residential Leisure Facilities including the use of the associated facilities and equipment located within the Residential Leisure Facilities.
- (b) The Residential Unit Owners and Occupiers use the Residential Leisure Facilities at their own risk and shall indemnify and hold harmless the Building Manager, Developer, Master Community Manager and Master Developer harmless against any loss or injury arising out of any use of the Residential Leisure Facilities, whether such use is authorised or not.
- (c) The Building Manager may restrict the hours of use of the Residential Leisure Facilities and temporarily close the Residential Leisure Facilities (or any part thereof) for the purpose of undertaking any cleaning, repair or maintenance of the Residential Leisure Facilities and the Building Common Areas or for any other reason.
- (d) No Residential Unit Owner or Occupier may take on to or place any item on the Residential Leisure Facilities without the prior written consent of the Building Manager including:
  - (i) furniture, umbrellas, awnings, screens or the like;
  - (ii) electronic devices, external stereo equipment (including external speakers and wiring) or external lighting;
  - (iii) any barbeque or cooking equipment of any nature;
  - (iv) any alcoholic beverages; and
  - (v) personal items.
- (e) No Residential Unit Owner or Occupier may seek to reserve any sun loungers or other areas within the Residential Leisure Facilities or leave items on any sun loungers or other areas within the Residential Leisure Facilities unattended unless such Residential Unit Owner or Occupier is swimming or otherwise within the vicinity of the items.
- (f) The Building Manager reserves the right to exclude any person from using the Residential Leisure Facilities should such person be in breach of this BMS, or the Building Rules relating to the Residential Leisure Facilities.

### **15.3 Invitees to the Residential Leisure Facilities**

- (a) The Residential Leisure Facilities are for the exclusive use of the Residential Unit Owners and their Occupiers only in strict compliance with this BMS and the building Rules.
- (b) The Residential Leisure Facilities are not available for use by any Invitees of the Residential Unit Owners or the Occupiers and have not been designed to cater for such use.
- (c) The Building Manager may from time to time allow Invitees of the Residential Unit Owners (or their Occupiers) to use the Residential Leisure Facilities during periods of low occupancy of the Building at its absolute discretion.
- (d) Should the Building Manager elect to allow Invitees of the Residential Unit Owners (or their Occupiers) to use the Residential Leisure Facilities during periods of low occupancy of the Building, the Building Manager may impose such restriction upon such entry and use including, without limitation:
  - (i) limiting the number of Invitees that Residential Unit Owners (or their Occupiers) may invite;
  - (ii) limiting the times and days that Invitees may utilise the Residential Leisure Facilities;
  - (iii) limiting the areas and facilities within the Residential Leisure Facilities that are available for use by the Invitees; and
  - (iv) charging an access fee on Invitees for the use of the Residential Leisure Facilities, such fee being determined at the sole discretion of the Building Manager.

## **16. EXCLUSIVE USE AREAS**

### **16.1 Granting of Exclusive Use Rights**

- (a) The Owner of the Unit (or Units if applicable) specified in column A of Schedule 4 has the Exclusive Use Right with respect to the Exclusive Use Area specified in column B of Schedule 4 subject to the provisions contained in this BMS and the conditions specified in column C of Schedule 4.
- (b) The Building Manager may, subject to the Governance Documents, the JOP Law and the Approval of the Land Department, grant an Owner an Exclusive Use Right over a designated Exclusive Use Area.
- (c) When granting any Exclusive Use Rights, the Building Manager must ensure that:
  - (i) the Exclusive Use Area is clearly identified and defined; and
  - (ii) appropriate conditions are imposed on the Owner benefiting from the Exclusive Use Right with respect to the use and enjoyment of the Exclusive Use Area including conditions with respect to the Operation and Insurance of the Exclusive Use Area and the payment of any costs in respect of the Operation and Insurance of the Exclusive Use Area to the Building Manager.
- (d) Nothing contained in clause 16.1(a) shall entitle the Building Manager to grant Exclusive Use Rights to an Owner in such a manner so as to substantially and detrimentally affect another Owner's right to use the Building Common Areas unless the affected Owner agrees to the granting of the Exclusive Use Right.

## **16.2 Variation of Exclusive Use Rights**

- (a) The Building Manager may only vary or extinguish an Owner's Exclusive Use Right where the entitled Owner agrees to such extinguishment.
- (b) Nothing contained in clause 16.2(a) shall affect the right of the Building Manager to suspend the use of an Exclusive Use Area in the event that an Owner fails to comply with the provisions contained in this BMS.

## **16.3 Office Exclusive Use Areas**

- (a) To the extent that an entire floor is owned by a single Office Unit Owner, such Office Unit Owner acknowledges and agrees that the Building Manager will not be responsible for the management and Operation of the Office Exclusive Use Areas on such Office Floor and may (at its discretion) isolate, cap and/or remove equipment and installations which include but are not limited to heating, ventilation, and air conditioning (HVAC), lighting and small power electrical equipment on such Office Floor.
- (b) The Office Floor Owner shall at all times comply (and procure that its Occupiers comply) with the following additional obligations in respect of the Office Floor Exclusive Use Areas on its Office Floor:
  - (i) keep free and unobstructed all emergency passageways through the Office Exclusive Use Areas at all times to enable persons to pass between the emergency stairwell and the lift lobby in the event of an emergency;
  - (ii) ensure at all times that the wall mounted smoke extraction louvres within the Office Exclusive Use Areas are not blocked, obstructed nor altered;
  - (iii) fit an emergency release locking system approved by the Building Manager to the access door(s) between the lift lobby and the Office Exclusive Use Areas (and any other access door within the Office Exclusive Use Areas) to enable automatic access to the emergency passageway specified in clause 16.3 (b)(i) in the case of an emergency;
  - (iv) allow the Building Manager unrestricted access to the Office Exclusive Use Areas to gain access to the emergency stairwell and any mechanical, electrical and plumbing plant and equipment that is located within the Office Exclusive Use Areas;
  - (v) when fitting out the Office Floor, ensure (and procure that its Occupiers ensure) that the Office Exclusive Use Areas receive utilities solely from the utility infrastructure servicing the Units within the Office Floor and not from any utility infrastructure servicing the Building Common Areas; and
  - (vi) clean, repair, maintain and when necessary refurbish the Office Exclusive Use Areas in accordance with the directions of the Building Manager and to a standard at least equivalent to the Building Common Areas.

- (c) To the extent that an entire Office floor becomes multiply-owned in the future such that there is more than one Office Unit Owner on such Office Floor, the Office Exclusive Use Areas on such Office floor will cease to exist and the Office Unit Owners on such multiply-owned Office floor will be solely responsible for constructing and erecting the partitioning walls on the Office floor using the materials that are of the same (or equivalent) quality and to the same standards of the rest of the Office floors (to the satisfaction of the Building Manager), such that the Office Common Areas and Office Units on such Office floor accord with the Building Plans.
- (d) Should an Office floor become multiply-owned as contemplated by clause 16.3(c), the Building Manager will be responsible for the management and Operation of the Office Common Areas on such multiply-owned Office Floor.

#### **16.4 Transfer of Exclusive Use Rights**

- (a) Except to a subsequent transferee owner of its Unit (together with the transfer of its Unit), an Owner may not transfer its Exclusive Use Right to another Owner without the Approval of the Building Manager whose Approval may be withheld if the Building Manager considers that the transfer of the Owner's Exclusive Use Right is not in the best interest of the Owners.
- (b) If required, the Building Manager shall, at the cost of the transferee Owner, use all reasonable endeavours to Register an amendment to this BMS to reflect the transfer of an Exclusive Use Right to a transferee Owner, to the extent permitted under the Applicable Law.
- (c) The transferee Owner of any Exclusive Use Right shall receive such right subject to any conditions attached to the Exclusive Use Right and shall assume the rights and obligations of the previous Owner in respect of the Exclusive Use Area as at the date the transfer is Approved by the Building Manager.

#### **16.5 Maintenance of Exclusive Use Areas**

Unless otherwise specified in the conditions imposed upon the Owner by the Building Manager in granting the Exclusive Use Right:

- (a) an Owner shall be responsible for any additional day to day cleaning and general maintenance of the Exclusive Use Area (including any improvements made thereon) that arises from the additional use of the Exclusive Use Area by the Owner. Such cleaning and maintenance must be carried out regularly to a standard equivalent to the cleaning and maintenance of the remainder of the Building Common Areas; and
- (b) the Building Manager (as appropriate) shall be responsible for the repair, maintenance and refurbishment of a capital nature of the Exclusive Use Area unless the need for repair, maintenance or refurbishment was caused by a negligent or wilful act of the entitled Owner whereby the entitled Owner shall be so responsible.

#### **16.6 Granting of Exclusive Use Rights to Occupiers**

- (a) An Owner that has been granted an Exclusive Use Right may further grant such Exclusive Use Right to its Occupier, subject to the Approval of the Building Manager and the provisions of this BMS.
- (b) Notwithstanding any grant of an Exclusive Use Right by an Owner to an Occupier, the Owner shall at all times remain solely liable for the performance of the obligations under this BMS with respect to the Exclusive Use Right.

### **17. MASTER COMMUNITY COMMON FACILITIES**

#### **17.1 Operation of Master Community Common Facilities**

- (a) The Master Developer is responsible for the Operation of Master Community Common Facilities under the Master Community Declaration and the Owners and Occupiers must comply with Master Community Rules, and the directions of the Master Developer when utilising Master Community Common Facilities.
- (b) The Owners, Occupiers and their Invitees use Master Community Common Facilities at their own risk and indemnify and hold the Master Developer (and its employees and nominees) harmless against any loss in accordance with the Master Community Declaration.
- (c) The Master Developer may restrict the hours of use of Master Community Common Facilities and temporarily close Master Community Common Facilities (or any part thereof) for the purpose of undertaking any cleaning, repair or maintenance of Master Community Common Facilities.

- (d) The Master Developer may temporarily close or cordon off parts of Master Community Common Facilities from time to time for an Event within Master Community Common Facilities in accordance with the Master Community Declaration.
- (e) No Owner or Occupier may place any item within Master Community Common Facilities without the prior written consent of the Master Developer.
- (f) The Master Developer reserves the right to exclude any person from using Master Community Common Facilities should such person be in breach of the Master Community Declaration or the Master Community Rules (including failure to pay the Master Community Service Charges).

## **18. DUTIES AND OBLIGATIONS OF THE OWNERS**

### **18.1 General Obligations of the Owners**

The Owners must at all times:

- (a) comply with the provisions of the Governance Documents, all Applicable Laws and the rules and directives of any Relevant Authority (including the Master Community Manager, Developer and Master Developer); and
- (b) pay their Service Charges and all other amounts due to the Building Manager, Developer and Master Developer as and when such amounts fall due.

### **18.2 Nature of Owners' Obligations**

- (a) The obligations of each of the Owners under this BMS are several and not joint and several. Accordingly, subject to any Applicable Laws to the contrary, no Owner will incur a liability to another party by reason of the default of one or more of the other Owners. Nothing in this clause 18.2(a) has the effect of preventing the Building Manager and/or Utility Suppliers taking action under clause 6.7(b).
- (b) Except in relation to the requirement to pay Service Charges, any provision of this BMS imposing an obligation (positive or negative) on an Owner imposes that same obligation on its Occupiers as if such provision were repeated entirely in this BMS except that the reference to "Owner" shall be read as a reference to "Occupier".
- (c) Owners must use all reasonable commercial endeavours to ensure that its Occupiers (and any Invitees) comply with all of their obligations under this BMS and the Building Manager may exercise any rights against each and any of the Owners or Occupiers in relation to a breach by any of them.
- (d) Where there is an Occupier of a Unit, it is deemed that the Owner has assigned its rights of use and access granted to the Owner under this BMS to that Occupier, however the Owner shall at all times remain responsible to the Building Manager with respect to such rights of use and access, including, for the avoidance of doubt, with respect to the payment of the Service Charges, for which the Owner shall remain solely responsible.
- (e) For the avoidance of doubt, nothing contained in this clause 18.2 prevents the Building Manager from including a contingency in the Budget to cover any delays in recovering Service Charges from defaulting Owners, nor raising Special Building Service Charges to fund any shortfall in the Budget arising from delays in the Owners paying their Service Charges when due and payable.

### **18.3 Master Community Declaration**

- (a) Any action or omission by an Owner which would constitute a breach of a provision of:
  - (i) the Master Community Declaration shall constitute a breach by that Owner under this BMS; and
  - (ii) this BMS shall constitute a breach of a provision of the Master Community Declaration.
- (b) The Building Manager shall have all such rights against such defaulting Owner in respect of a breach of a provision of the Master Community Declaration as it would have if such provision was repeated entirely in this BMS.
- (c) The Master Developer, Developer and Master Community Manager shall have all such rights against such defaulting Owner in respect of a breach of a provision of this BMS as it would have if such provision was repeated entirely in the Master Community Declaration.

### **18.4 Indemnity**

- (a) Each Owner:



- (i) is liable for all things the Owner does or fails to do and the consequences of the actions or failure in occupying or using its Unit, the Building Common Areas and the Master Community (including the Master Community Common Facilities); and
- (ii) releases, indemnifies and holds harmless the other Owners, Occupiers the Building Manager, the Developer, the Master Developer, the Master Community Manager (and their respective Suppliers and authorised nominees) against all actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or other liability in any way arising directly or indirectly from or otherwise in connection with:
  - (A) the Owner's (and its Occupiers' and Invitees') occupation or use of its Unit, the Building Common Areas, the Building Car Park, any Terrace/Balcony Area, the Master Community Common Facilities and any parts of the Master Community; and
  - (B) any actions or omissions by the Owner, its Occupiers or Invitees and/or any breach by the Owner, its Occupiers or Invitees of any of its obligations under this BMS, the other Governance Documents and Applicable Laws.
- (b) For the avoidance of doubt, no Owner shall benefit from any indemnity from another Owner where it contributed to or caused the loss, claim or liability.
- (c) For the further avoidance of doubt, in this clause 18.4 a reference to an Owner includes its Occupiers and Invitees.

#### **18.5 Maintenance and Repair**

- (a) An Owner must at its own cost:
  - (i) properly maintain, clean and keep its Unit in a state of good and serviceable repair;
  - (ii) Operate the Exclusive Services (including the structures, conduits, machinery, equipment and any other thing or service) servicing its Unit at all times by, amongst other things, ensuring that those Exclusive Services are regularly inspected, maintained, repaired and kept in a structurally sound fully operational working condition; and
  - (iii) properly Operate and whenever reasonably necessary renew or replace any fixtures or fittings within its Unit which may, if not properly Operated, have an adverse impact on the proper functioning of the Building Common Areas and/or Master Community Common Facilities.
- (b) In carrying out its functions in this clause 18.5, an Owner must engage only licensed Suppliers Approved by the Building Manager and must comply with the provisions in this BMS (including the Building Works Approval Process, the Building Rules), the other Governance Documents and all Applicable Laws and any applicable requirements and regulations of any Relevant Authority.

#### **18.6 Maintenance of Building Common Areas**

- (a) Subject to the provisions contained in this BMS and unless designated as a Master Community Core Service under the responsibility of the Master Developer pursuant to the Master Community Declaration, the Owners acknowledge that the responsibility for Operating the Building Common Areas is with the Building Manager under the Building Management Agreement at the cost of the Owners. For the avoidance of doubt, the Building Manager must manage the Operation of the whole of the Building including all of the Building Common Areas subject to the delegation of the day-to-day Operation of any Exclusive Use Areas to the respective benefiting Owners in accordance with this BMS.
- (b) The Building Manager must ensure that the Building Common Areas are refurbished from time to time in keeping with the standards of the Master Community and in accordance with this BMS and the Master Community Declaration.
- (c) The Building Common Areas (and the furnishings and facilities contained thereon) must be repaired, maintained and replaced with equivalent or better quality materials as may be necessary to maintain, or if determined by the Building Manager as desirable, to improve the standard of the Building Common Areas.

- (d) Subject to clause (e) 18.6, the costs of the Building Manager undertaking the Operation of the Building Common Areas shall be payable by the Owners by way of Building Service Charges and the Owners expressly authorise the Building Manager to take such reasonable steps and expend such moneys from the General Fund and Reserve Fund (as applicable) for such purpose.
- (e) If any maintenance, repair, refurbishment and replacement of the Building Common Areas is required as a result of the negligence or wilful act of an Owner (or its Occupier or Invitee) or the use, other than for the Permitted Use, by an Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), the costs of the Building Manager undertaking such maintenance, repairs, refurbishment and replacement of the Building Common Areas shall be recoverable by the Building Manager from the responsible Owner as a debt payable on demand.

#### **18.7 Reserve Fund Contributions**

- (a) The Building Manager must ensure that it is prepared for any Reserve Fund Expenses. Accordingly, the Building Manager must appoint a suitably qualified, independent and licensed person to prepare a Reserve Fund Projection in accordance with the JOP Law and the requirements of the Land Department.
- (b) As part of the preparation of the Budget, the Building Manager must review the Reserve Fund Projection every Operating Year to determine whether the Reserve Fund Projection remains relevant, whether any adjustments to the Reserve Fund Contributions are necessary to ensure that there are sufficient funds in the Reserve Fund to pay for the Reserve Fund Expenses and whether it is necessary to commission a further Reserve Fund Projection.
- (c) Each Owner must pay to the Building Manager its Reserve Fund Contribution as part of its Service Charges calculated as and when such Service Charges fall due.

#### **18.8 Emergency Repairs**

- (a) The Owners and Occupiers expressly authorise the Building Manager to undertake (and authorise or engage any Supplier to undertake) any Emergency Repairs to the Building Common Areas and the Units.
- (b) The costs of the Building Manager undertaking any Emergency Repairs to a Unit (or any part thereof) shall be payable by the Owner of that Unit that required the repair unless the Emergency Repairs are required as a result of:
  - (i) the negligence or wilful act of another Owner (or its Occupier or Invitee) or the use, other than for the usual and permitted use, by another Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), in which case the costs of such Emergency Repairs shall be payable by the responsible Owner as a debt payable on demand; or
  - (ii) damage caused by the failure of the Building Common Areas (or any part thereof) in which case, the cost of the Emergency Repairs shall be payable by the Owners in accordance with their Unit Entitlements.
- (c) The costs of the Building Manager undertaking Emergency Repairs to the Building Common Areas shall be payable by the Owners in accordance with their Unit Entitlements unless the Emergency Repairs are required as a result of the negligence or wilful act of an Owner (or its Occupier or Invitee) or the use, other than for the Permitted Use, by an Owner (or its Occupier or Invitee) of any part of the Building (excluding fair wear and tear), in which case the costs of the Building Manager undertaking any Emergency Repairs shall be recoverable by the Building Manager from the responsible Owner as a debt payable on demand.

#### **18.9 Reporting damage or want of repair**

The Owners must report any damage or want of repair to the Building Common Areas to the Building Manager as soon as becoming aware of such damage or want of repair.

### **19. TERRACE/BALCONY AREAS**

#### **19.1 Terrace/Balcony Areas form part of the Unit in which located**

The Terrace/Balcony Areas (excluding any part of the Façade and equipment used to illuminate or clean the Façade) form part of the Units within which they are located. The day to day cleaning, repair and general maintenance of the Terrace/Balcony Areas is the responsibility of the Owner whose Units have located within it the Terrace/Balcony Areas.

#### **19.2 No Structural Building Works**



An Owner must not carry out any structural Building Works on its Terrace/Balcony Area nor otherwise alter a Terrace/Balcony Area in any manner without the Approval of the Building Manager including:

- (a) the erection of any structure;
- (b) the enclosure or partial enclosure or any part of the Terrace/Balcony Area; or
- (c) the painting or resurfacing of any surface of the Terrace/Balcony Area including any walls or balustrades.

### **19.3 Maintenance of the Terrace/Balcony Areas**

An Owner must:

- (a) clean and maintain the surface of the Terrace/Balcony Area in accordance with the directions of the Building Manager;
- (b) not penetrate the surface of the Terrace/Balcony Area in any way;
- (c) not attach any item to any surface of the Terrace/Balcony Area including any wall or balustrade; or
- (d) not use any chemicals or cleaning solvents of a corrosive nature that may affect the waterproof membrane of the Terrace/Balcony Area.

### **19.4 Items on the Terrace/Balcony Areas**

- (a) Save in relation to any Terrace/Balcony Area within or appurtenant to a Retail Unit, an Owner must not, without the Approval of the Building Manager, place anything on a Terrace/Balcony Area that is not in keeping with the rest of the Building including:
  - (i) umbrellas, awnings, screens, shutters or the like;
  - (ii) structures of a temporary or permanent nature;
  - (iii) planter boxes, garden sheds or pergolas;
  - (iv) large outdoor ornaments or plants that extend over the height of the balustrades;
  - (v) washing or laundry items;
  - (vi) satellite dishes, aerials, electronic devices, external stereo equipment (including external speakers and wiring); or
  - (vii) additional external lighting and/or security devices.
- (b) (b) An Owner must ensure that any item Approved by the Building Manager in accordance with clause 19.4(a) must:
  - (i) be appropriately weighted so as not to be affected by wind; and
  - (ii) not overload the Terrace/Balcony Area or otherwise impact upon the structure of the Building.
- (c) Save in relation to any Terrace/Balcony Area within or appurtenant to a Retail Unit, Owners shall not be entitled to place any ornaments, planter boxes, pots and the like on, or attached to, the internal or external walls of the Terrace/Balcony Areas including on any balustrade.

### **19.5 No Barbeques on Terrace/Balcony Areas**

An Owner or Occupier must not place any barbeque or cooking equipment of any nature on a Terrace/Balcony Area.

## **20. SIGNAGE**

- (a) A Residential Unit Owner must not erect any Signage.
- (b) An Owner of a Retail Unit may, subject to compliance with the provisions of the Building Rules and subject to obtaining any necessary Approval from the Building Manager, Developer or Master Developer(as applicable) and any Relevant Authority and compliance with their relevant signage policies, affix or exhibit any Signage, light, advertisement, name or notice to the exterior of its Retail Unit.

- (c) An Owner of an Office Unit may, subject to compliance with the provisions of the Building Rules and subject to obtaining any necessary Approval from the Building Manager, Developer or Master Developer (as applicable) and any Relevant Authority and compliance with their relevant signage policies, affix or exhibit any Signage, light, advertisement, name or notice to the exterior of its Office Unit.
- (d) The Retail Unit Owner shall be solely responsible for the repair and maintenance of any Signage erected by or on behalf of that Retail Unit Owner in accordance with this BMS
- (e) Subject to complying with all Applicable Laws, the Master Developer and the Developer may affix or exhibit Signage within the Building Common Areas by way of an Exclusive Use Right.

## **21. DEVELOPER 'S NAME, SIGNAGE AND BUILDING NAME**

- (a) The Owners acknowledge that the Building Name and logo is the sole and exclusive property of the Developer.
- (b) The Developer may affix or exhibit any Signage on the Façade and other parts of the Building in its absolute discretion by way of an Exclusive Use Right.
- (c) The Developer may in its sole discretion remove any Signage displaying the Developer's Name and logo from the Building at any time in its sole discretion.

## **22. RIGHTS OF ACCESS**

- (a) Each Owner must allow and irrevocably authorises the Master Developer, the Developer, the Master Community Manager and the Building Manager (and their respective Suppliers) to enter and access all parts of the Building and the Units (through, over or under the Building and the Units) at all reasonable times upon reasonable notice (except in the case of emergency where no notice is required) to do all things required by this BMS and/or the other Governance Documents, including:
  - (i) access to the Façade to undertake any cleaning, repair and/or maintenance and to carry out any other obligations under this BMS;
  - (ii) access to secure and/or run cabling and equipment to and/or over any part of the Building or a Unit as may be necessary to enable them to perform their function or exercise their rights under this BMS and;
  - (iii) access for the purpose of reading any meter installed within a Unit relating to the Building Common Areas, the Unit or which is otherwise charged by or through the Building Manager.
- (b) No Owner may charge any fee for providing access to its Unit to do things required by this BMS and/or the other Governance Documents.
- (c) When any party exercises its right to access parts of the Building or a Unit, that party must:
  - (i) (as far as practicable) not interfere unreasonably with an Owner's lawful use or quiet enjoyment of its Unit or the Building Common Areas;
  - (ii) cause as little damage as possible to the Building Common Areas or the Unit and any improvements on them; and
  - (iii) if physical damage is caused as a result of the exercise of the right of access, that party must, at its own cost, restore the Unit or Building Common Areas as nearly as practicable to the condition it was in before the damage occurred.

## **23. NO OBSTRUCTION**

All Owners and Occupiers must keep free and unobstructed all areas designated as fire access areas, fire assembly areas, access ways and the like (within the Building and Master Community) at all times.

## **24. BUILDING RELATED INSURANCE ARRANGEMENTS**

### **24.1 Required Insurance**

- (a) The Building Manager must effect and maintain adequate and appropriate Insurances for the Building in accordance with the JOP Law, the cost of which shall be a Building Common Area Expense, recoverable by way of Owners' payment of the Service Charges.

- (b) No Owner may seek to have the interest of any mortgagee noted on the Insurance policies except with the prior Approval of the Building Manager.
- (c) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be held by the Building Manager and certified copies shall be supplied to each Owner on request at such Owner's cost.

#### **24.2 Apportionment of Insurance Costs**

All Insurance premiums are General Fund Expenses and must be paid by the Owners in the proportions determined on an Insurer's Valuation Basis unless otherwise determined by the Building Manager.

#### **24.3 Total Destruction of the Building**

In the event of the Building being totally destroyed or damaged so extensively as to render the repair or making good of such damage impractical or undesirable, the Building Manager may elect to:

- (i) reinstate the Building substantially in accordance with its original design from the insurance monies available (and to the extent this may be insufficient, from contributions from the Owners); or
- (ii) construct a newly designed Building upon the plans and specifications Approved by the Owners from the insurance monies available (and to the extent this may be insufficient, from contributions from the Owners).

#### **24.4 Partial Destruction**

In the event of the Building being partially destroyed or damaged, the Building Manager will, from the Insurance monies available (and to the extent this may be insufficient, from contributions from the Owners), repair, replace and make good the destroyed or damaged portion as nearly as possible to the condition in which it was immediately prior to the damage or destruction with modifications as determined by the Building Manager, or as may be required by any Relevant Authority.

#### **24.5 Additional Insurance Provisions**

All monies received by the Building Manager in settlement of any claim under the Insurance will be paid into the General Fund and held until distributed or expended in accordance with clauses 24.3 and 24.4.

#### **24.6 Insurance not to be Voided**

An Owner must not at any time do, permit, omit or allow to be done committed or omitted any act, matter or thing in the Building, or bring or keep anything in the Building which may render any Insurance void or voidable or increase the cost of any Insurance unless, in the latter case, the relevant Owner promptly pays any such additional cost.

### **25. CONTENTS INSURANCE**

- (a) All Owners must effect and maintain adequate and appropriate contents insurance covering damages to the Unit.
- (b) All insurance policies are to be taken out with a reputable insurer in the name of the Owner and must be for the full replacement value of the Unit's contents.
- (c) All Office Unit Owners and Retail Office Unit Owners shall be required to obtain business interruption insurance from a reputable insurer in the name of the Owner.
- (d) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be provided to by Owners to the Building Manager on demand.

### **26. CAR PARKING**

#### **26.1 General**

The Building Car Park is intended to comprise the following as is further described in the Building Common Areas Site Plan:

- (a) Building Car Parking Spaces allocated to each Unit as per the title deed issued by the Land Department;
- (b) Visitor Car Parking Spaces;
- (c) Handicapped Car Parking Spaces; and
- (d) Extra Building Car Parking Spaces.

#### **26.2 Building Car Parking Spaces - Allocated**

- (a) The Building Car Parking Space allocated to a Unit is as specified in the title deed to the Unit as issued by the Land Department in accordance with Applicable Laws and the requirements of the Relevant Authorities.
- (b) Each Owner may park one vehicle wholly within each of its allocated Building Car Parking Spaces only subject to the terms of this BMS, the Building Rules and all Applicable Laws.
- (c) No Owner may park any damaged or derelict vehicles within its Building Car Parking Space (or elsewhere in the Building) or vehicles that are unsightly or otherwise have a negative impact on other Owners and Occupiers.

#### **26.3 Maintenance and Management of Building Car Park**

- (a) The Building Manager shall be responsible for the Operation of the Building Car Park (including the Building Car Parking Spaces) together with its Operation of the Building Common Areas.

#### **26.4 Use of Car Parking Spaces**

- (a) The Owners must at all times comply with the directions of the Building Manager with respect to the use of the Building Car Park and the Building Car Parking Spaces at all times.
- (b) The Building Manager is at all times entitled to procure the removal of any vehicle not parked in accordance with this BMS and any Applicable Laws including, without limitation, any vehicle not parked wholly within the Owner's Building Car Parking Space or parked in the Visitor Car Parking Spaces in contravention with clause 26.9, without any liability to the Building Manager in respect of any damage or loss caused in so doing provided that reasonable care is taken.
- (c) The Master Developer is at all times entitled to procure the removal of any vehicle not parked in accordance with this BMS and any Applicable Laws without any liability to the Master Developer in respect of any damage or loss caused in so doing provided that reasonable care is taken.

#### **26.5 Suspension of Car Park Use**

- (a) Subject to the JOP Law, the Building Manager may suspend an Owner's use of its Building Car Parking Spaces in the event that the Owner:
  - (i) fails to pay its Service Charges and all moneys due and payable under this BMS by the due date for payment; or
  - (ii) breaches its obligations under this BMS and fails to rectify such breach upon notice from the Building Manager within the period specified in such notice,
 (such suspension lasting for such period as any such breach is subsisting).
- (b) Any suspension of the use of the Building Car Parking Spaces pursuant to clause (a) is without prejudice to any other right of action of the Building Manager may have in respect of any breach of the Owner's obligations.

#### **26.6 Alienation of Building Car Parking Spaces**

An Owner must not sell, transfer or assign the ownership or benefit of or otherwise deal in any way with its Building Car Parking Space and must not part with or share the possession or occupation of the whole or any part of its Building Car Parking Space separately from any disposition of its Unit without the Approval of the Building Manager (in the case of a Building Car Parking Space) and complying with the requirements of the Relevant Authority (including the minimum car parking requirements imposed by the Relevant Authority from time to time with respect to such Unit).

#### **26.7 Building Car Parking Expenses**

- (a) The Owners shall be responsible to contribute to the expense of Operating the Building Car Park which expense shall be payable by the respective Owners to the Building Manager either separately or as part of the respective Owners' Service Charges.
- (b) Each Owner must promptly pay all future charges, duties, fees, levies, outgoings, rates, taxes and obligations whatsoever payable to any Relevant Authority in respect of its Building Car Parking Space.

#### **26.8 Developer's Rights with respect to Extra Building Car Parking Spaces**

- (a) The Extra Building Car Parking Spaces are in excess of those Building Car Parking Spaces which are required to be allocated to the Units in accordance with Article 10 of the JOP Law.

- (b) The Extra Building Car Parking Spaces are retained by the Developer as per the Building Common Areas Site Plan and the JOP Law.
- (c) Subject to the JOP Law, an Owner may apply to the Developer to purchase the Extra Building Car Parking Spaces and the Developer may transfer in its absolute discretion such Extra Building Car Parking Spaces to any Owner (at the cost of that Owner).

#### **26.9 Visitor Car Parking Spaces**

- (a) The Visitor Car Parking Spaces are for the use of all Owners (and their Occupiers and Invitees).
- (b) The Owners and Occupiers must at all times comply (and ensure that their Invitees comply) with the directions of the Building Manager with respect to the Visitor's use of the Building Car Parking.

#### **26.10 Rights Entry**

Subject to all Applicable Laws, the Owners and Occupiers must permit the Building Manager and those persons authorised by it, at all times:

- (a) to remove or move any vehicle not parked in accordance with the directions of Building Manager including, without limitation, any vehicle not parked wholly within a designated Building Car Parking Space, without any liability to the Building Manager and those persons authorised by them, in respect of any damage or loss caused in so doing provided that reasonable care is taken; and
- (b) to enter upon any allocated Building Car Parking Spaces for all reasonable purposes in connection with the maintenance, repair, decoration, alteration or other Building Works to the Car Park or the Building.

#### **27. STORAGE AREAS**

It is not intended that there will be Storage Areas available to be allocated to an Owner as an Exclusive Use Right as per the Building Common Area Site Plan.

#### **28. FAILURE OF OWNER TO CARRY OUT ITS OBLIGATIONS**

##### **28.1 Rectification of Breach**

- (a) Subject to all Applicable Laws and in addition to any other rights the Building Manager, or Master Developer may have, if an Owner does not carry out its obligations under this BMS or the other Governance Documents then the Building Manager and/or the Master Developer (as the case may be) may, at the cost of the Owner payable as a debt on demand, do anything reasonably necessary for the purpose of fulfilling the obligations of the Owner including:
  - (i) carrying out work within the Unit to do anything the Owner has failed to do;
  - (ii) taking any steps to prevent access to or suspend the use of any Master Community Common Facilities by any Owner or Occupier (and their Invitees) until such time as the Owner rectifies the breach;
  - (iii) taking any steps to prevent access to or suspend the use of any Exclusive Use Area or Building Car Parking Spaces by any Owner or Occupier (and their Invitees) until such time as the Owner rectifies the breach;
  - (iv) taking any steps to prevent access to the Building Common Areas by any Suppliers engaged by the Owner to undertake any works until such time as the Owner rectifies the breach;
  - (v) removing any items that contravene this BMS or the Master Community Declaration and storing them at the cost of the Owner. If not claimed within a reasonable period then such items may be disposed of by the Building Manager or the Master Developer at its sole discretion and any proceeds offset against such removal and storage costs;
  - (vi) requiring the Owner to remove any unauthorised work and to reinstate the Unit, any Exclusive Use Area, any Building Common Areas or any Master Community Common Facility; and



- (vii) undertaking (or engaging any Supplier to undertake) any work necessary to remove any unauthorised work and to reinstate the Unit, any Exclusive Use Area, any Building Common Areas or any Master Community Common Facility if not undertaken promptly by the Owner.
- (b) Except when carrying out Emergency Repairs, before exercising its rights pursuant to clause 28.1(a), the Building Manager or the Master Developer must by written notice, give the Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation.
- (c) The costs of the Building Manager or Master Developer undertaking any Building Works in accordance with this clause 28 shall be a debt payable by the defaulting Owner to the Building Manager or Master Developer on demand.
- (d) An Owner must not do anything that would prevent the Building Manager, Developer, Master Community Manager and Master Developer from taking any action against such Owner to enforce the provisions of this BMS or the Master Community Declaration.

## **29. POWER TO IMPOSE FINES**

- (a) The Building Manager may from time to time impose fines on any Owner or Occupier who fails to comply with this BMS, including failing to strictly comply with the Building Rules.
- (b) Where the breach by the Owner or Occupier is capable of rectification to the reasonable satisfaction of the Building Manager, the Building Manager must first give the Owner or Occupier (as the case may be) notice of the breach and a reasonable period to rectify such breach (given the nature of the breach) prior to the issuing of a fine under clause 29(a).
- (c) The Building Manager may prepare a schedule of offences and corresponding fines which may be varied by the Building Manager from time to time provided that all fines imposed by the Building Manager are commensurate with the nature of the breach of the Owner's or Occupier's obligations under this BMS. Such schedule of offences and fines must be notified to the Owners and Occupiers or otherwise displayed on the Building Common Areas. The Building Manager may increase the quantum of any fines in respect of any regular or repeated breaches.
- (d) The Building Manager may elect not to impose a fine (or waive the payment of a fine imposed) in respect of any breach by an Owner or Occupier in certain circumstances, as it deems appropriate at its discretion. Any such waiver to apply a fine or enforce payment of a fine against an Owner or Occupier does not prevent the Building Manager from applying or enforcing payment of a fine for breach against other Owners or Occupiers.
- (e) All fines imposed against an Owner or Occupier shall constitute a debt payable to the Building Manager and shall be payable within fourteen (14) days of the date of the enforcement notice issued by the Building Manager.
- (f) A failure by an Owner or Occupier to pay any fine imposed by the Building Manager under this clause 29 shall further be considered to be a breach equating to a failure to pay Service Charges and the provisions in this BMS regarding the failure of an Owner to pay Service Charges shall apply equally to such breach.

## **30. LIEN OVER UNITS**

- (a) The Owners acknowledge that failure to pay Service Charges (or any other moneys payable under the Governance Documents) on time is a violation of the JOP Law and may result in civil penalties including a lien being Registered against their Unit by the Building Manager.
- (b) Furthermore, subject to compliance with all Applicable Laws, continued failure to pay Service Charges (or any other moneys payable under the Governance Documents) may result in the legal enforcement of a lien over the Unit, which may result in a public auction of the Unit and the deduction of the outstanding Service Charges (and any other moneys payable under the Governance Documents) from the sale proceeds by the Building Manager.
- (c) In accordance with the JOP Law, the rights of the Building Manager to take action against an Owner in respect of unpaid Service Charges (or any other moneys payable under the Governance Documents) remain in force notwithstanding any transfer of ownership of the Unit from the Owner to a third party.

## **31. OTHER MATTERS**

### **31.1 Notices**



All notices under this BMS may be served on the recipient by any manner chosen by the Building Manager, including by way of email to the recipient's active email address as must be notified to the Building Manager from time to time.

### **31.2 Dispute Resolution**

Any dispute arising with respect to the formation, interpretation, nullification, termination or invalidation of this BMS and/or the exercise of rights and/or the performance of obligations by the Building Manager and/or the Owner shall be resolved in accordance with the JOP Law as directed by the Land Department.

### **31.3 Approvals**

- (a) The Building Manager, Developer and / or Master Developer may refuse granting Approval to any matter, where its consent is required under the Governance Documents or the Applicable Laws, in the event that the Owner seeking such Approval is in breach of any of its obligations under the Governance Documents or the Applicable Laws, including the non-payment of Services Charges.
- (b) The grant of any Approval by the Building Manager, Developer and/or the Master Developer under the Governance Documents may be withheld at their absolute discretion.

### **31.4 Definitions**

In this BMS, except where the context otherwise requires, the capitalised words will have the meanings ascribed to them in Schedule 1.

### **31.5 Interpretation**

In this BMS, unless the context otherwise requires, the rules of interpretation contained in Schedule 1 will apply.

**SCHEDULE 1**  
**INTERPRETATION AND DEFINITIONS**

**1. INTERPRETATION**

In this BMS, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this BMS;
- (b) words importing the neuter gender shall include the masculine and feminine gender and words importing the masculine gender shall include the feminine gender and vice versa;
- (c) words importing the singular number shall include the plural number and vice versa;
- (d) the words "other" and "including" will not limit the generality of any preceding words or be construed as being limited to the same class as any subsequent words where a wider construction is possible;
- (e) if there is more than one person or entity comprising a party, then all such persons or entities will be jointly and severally liable for the obligations of that party under this BMS;
- (f) any reference to:
  - (i) a statute or a statutory provision:
    - (A) will be construed as a reference to it as amended, supplemented, varied, consolidated, modified, extended, re-enacted or replaced from time to time; and
    - (B) includes a reference to any order, legislative instrument, regulation or other subordinate legislation made from time to time under the relevant statute or statutory provision;
  - (ii) a "person" includes:
    - (A) an individual, body corporate (wherever incorporated), unincorporated association, firm, association, trust or partnership (whether or not having separate legal personality), government authority or two or more of the foregoing;
    - (B) a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns (immediate or otherwise); and
    - (C) in the case of persons that are not natural persons – any successor or replacement person;
  - (iii) a document (including this BMS) includes a reference to such document as amended, restated, supplemented, varied or novated from time to time in accordance with its terms;
  - (iv) a clause or a Schedule is a reference to a clause of or Schedule to this BMS; and
- (g) the Schedules to this BMS will be considered an integral and binding part of this BMS and will have effect as if set out in full in the body of this BMS and any reference to this BMS includes the Schedules;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this BMS or any part of it;
- (i) a reference to an association or body which has ceased to exist includes the association or body established in place of the association or body to serve substantially the same purposes;
- (j) a provision of this BMS which is void or voidable by any party, unenforceable or illegal must be read down to the extent required to give the provision legal effect;
- (k) where a party's consent (including Approvals) is required to anything, it shall be implied that:
  - (i) such party shall have absolute discretion in the granting of its Approval (unless expressly stated otherwise); and
  - (ii) an Approval must be obtained in writing prior to the act requiring such Approval is carried out; and

- (l) any covenant by a party not to do any act or thing shall include a covenant not to suffer or permit the doing of that act or thing.

## 2. DEFINITIONS

In this BMS, unless the context otherwise requires the capitalised words will have the following meanings:

<b>Affiliate</b>	means any person and/or legal entity within the same group of companies of, related to and/or associated with a party;
<b>Applicable Laws</b>	means all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents or licences issued by any Relevant Authority that may at any time and from time to time be applicable to the Master Community, the Building, the Units, this BMS, the Governance Documents, the Owners, Occupiers and Invitees as may be varied, amended, replaced or re-enacted from time to time;
<b>Approval</b>	is an approval in writing from the party, which may be given subject to conditions, including a limitation as to time, and the terms “ <b>Approve</b> ”, “ <b>Approved</b> ” and “ <b>Approving</b> ” shall have a corresponding meaning;
<b>BMS</b>	means this building management statement prepared and declared by the Developer in accordance with the JOP Law (including any variations thereto from time to time);
<b>Budget</b>	means a budget that is prepared by the Building Manager of the estimated Building Common Area Expenses for the following Operating Year;
<b>Building</b>	means the building intended to be known as ‘Electra’(or such other name as determined by the Developer in accordance with Applicable Laws) constructed on the Plot as depicted on the Building Common Areas Site Plan;
<b>Building Car Park</b>	means the area of the Building in which the Building Car Parking Spaces, Extra Building Car Parking Spaces, Visitor Car Parking Spaces and Handicapped Car Parking Spaces, are located as depicted on the Building Common Areas Site Plan;
<b>Building Car Parking Spaces</b>	means the car parking spaces located within the Building Car Park which are allocated to and forming part of the Units in accordance with the JOP Law as depicted on the Building Common Area Site Plan (as set out in <b>Schedule 3</b> );
<b>Building Common Area Expenses</b>	means all costs, expenses, fees and other outgoings incurred in Operating the Building Common Areas including all costs in respect of the following expenses:  (a) the cleaning, servicing, maintenance and repair costs including the cost of all Building Works to the Building Common Areas (excluding those which are to be undertaken by the Owners to their Exclusive Use Areas);  (b) the cost of consumables used in the Operation of Building Common Areas;

	<ul style="list-style-type: none"> <li>(c) the cost of Operating the Building in compliance with the standards of the Master Community (if any);</li> <li>(d) the cost of inspection of the Building Common Areas (if applicable) by any Relevant Authority;</li> <li>(e) the cost of certification of the Building Common Areas for the purposes of compliance with any Applicable Laws;</li> <li>(f) the cost of Operating the Residential Leisure Facilities;</li> <li>(g) the cost of all Insurances;</li> <li>(h) utility charges and costs incurred with respect to the Utility Services, technology and communication services or other Telecommunication Services supplied to the Building Common Areas and/or the Units that are not separately metered and charged to Owners or Occupiers directly;</li> <li>(i) the cost of any Master Community Core Services provided to the Building;</li> <li>(j) amounts payable to the Building Manager pursuant to the Building Management Agreement;</li> <li>(k) the amount (or amounts) payable to the relevant Suppliers engaged by the Building Manager in undertaking its functions under this BMS;</li> <li>(l) the Reserve Fund Expenses and General Fund Expenses in respect of the Building Common Areas; and</li> <li>(m) all other amounts determined by the Building Manager in its absolute discretion to be Building Common Area Expenses;</li> </ul>
<b>Building Common Areas</b>	<p>means the 'common parts' (as that term is defined in the JOP Law) of the Building as shown on the Building Common Areas Site Plan designated for common use by some or all of the Owners and Occupiers in accordance with the terms of this BMS.</p> <p>As at the date of this BMS, the Building Common Areas comprise the following areas:</p> <ul style="list-style-type: none"> <li>(a) the Residential Common Areas; and</li> <li>(b) the Offices Common Areas</li> <li>(c) the General Common Areas;</li> </ul>
<b>Building Common Areas Site Plan</b>	means the plan of the Building Common Areas to be Registered in accordance with the JOP Law and attached to this BMS as <b>Schedule 2</b> ;
<b>Building Management Agreement</b>	means the agreement setting out the appointment of the Building Manger, the rights and responsibilities of the Building Manager;
<b>Building Manager</b>	means the 'management company' (as that term is defined in the JOP Law) recognised by RERA and specialised in Operating Jointly Owned Property in accordance with the JOP Law, and reference to which includes its Affiliates, authorised nominees, successors-in-title and respective assigns;

<b>Building Name</b>	means the name of the Building set out in <b>Item 4</b> (and all logos or other marks associated therewith) or such other name of the Building as may be determined by the Developer from time to time;
<b>Building Rules</b>	means the Building rules determined by the Building Manager from time to time in accordance with this BMS;
<b>Building Service Charges</b>	means the services charges raised against the Building, being the Owner's proportionate share of the Building Common Area Expenses (and any other charges for which that Owner is responsible), determined in accordance with the Unit Entitlement of each Unit subject to the provisions of this BMS and the JOP Law (and this expression shall include the Owner's contribution towards the Master Community Service Charges raised against the Building and the service charges and the costs attributable to any Exclusive Use Rights, if not collected separately);
<b>Building Works</b>	means any fit out works, building works or alterations proposed to be undertaken to a Unit, excluding any alteration, renovation or other works to a Unit relating to initial fit out works undertaken by the Developer or by an Owner as Approved by the Developer;
<b>Building Works Approval Process</b>	means the approval process determined by the Building Manager in respect of the Building Works from time to time in accordance with this BMS;
<b>Building Works Proposal</b>	means a proposal to carry out Building Works submitted by an Owner or Occupier to the Building Manager pursuant to the Building Works Approval Process;
<b>Business Day</b>	means any day other than Saturday, Sunday and a day that is declared to be a public holiday in the UAE for the private sector;
<b>Chilled Water</b>	water supplied to the Building in a chilled state for use in the air-conditioning system of the Building or chilled water self-generated and supplied to the Building from air conditioning plants located in the Building Common Areas;
<b>Chilled Water Account Manager</b>	means, if applicable, the account manager appointed by the Building Manager from time to time to invoice and collect consumption charges for Chilled Water supplied to the Owners and the Building Common Areas;
<b>Chilled Water Network</b>	means, if applicable, the chilled water network, including all associated plant, equipment and network piping, delivering Chilled Water throughout the Building;
<b>Clearance Certificate</b>	means a certificate or letter from the Building Manager confirming that the Owner has paid to the Building Manager all monies due and payable under this BMS;
<b>Clearance Certificate Fee</b>	means the fee payable to the Building Manager for the production of a Clearance Certificate as may be reasonably determined by the Building Manager from time to time;
<b>ACUBE Brand</b>	means the "ACUBE" brand and logo and all intellectual property associated with such ACUBE Brand;
<b>ACUBE Brand Intellectual Property</b>	means the Intellectual Property associated with the ACUBE Brand and owned by the Developer;

<b>Developer</b>	means the developer named in Item 1, being a company duly incorporated and existing under the laws of the Emirate of Dubai and the Federal Laws of the UAE (together with its Affiliates, successors, respective assigns, transferees, successors-in-title);
<b>Developer's Name</b>	means the name of the Developer and/or its Affiliates and all logos or other marks associated therewith;
<b>DEWA</b>	means the Dubai Electricity and Water Authority or such other applicable authority;
<b>Disposal</b>	means any sale, transfer, novation, assignment or other disposal of the whole or any part of a Unit or any interest therein whether directly or indirectly (but excludes any mortgage) or any agreement to do the same and, where the Owner is an entity, includes any change of control of that entity;
<b>District Cooling</b>	means the supply of Chilled Water to the building by a District Cooling Supplier;
<b>District Cooling Supplier</b>	means the supplier from time to time of District Cooling to the Building;
<b>Emergency Funding</b>	means the monies provided by the Developer to fund any shortfall with respect to the Operation of the Building due to insufficient funds being held in the General Fund and/or the Reserve Fund pursuant to <b>clause 11.10</b> ;
<b>Emergency Repairs</b>	means repairs which are required to remedy any imminent damage which in the reasonable opinion of the Building Manager or Developer may, if not carried out immediately, cause danger to the safety of a person, a Unit, the Building Common Areas, the Building or any property or contents within such areas or the Master Community;
<b>Event</b>	means any event hosted by the Master Developer in association with Master Community Common Facilities;
<b>Exclusive Services</b>	means any service that exclusively services a Unit notwithstanding such service may be located in and form part of the Building Common Areas or Master Community Common Facilities including the individual hot water heating equipment and air conditioning equipment that exclusively services a Unit;
<b>Exclusive Use Area</b>	means such part of the Building Common Areas or the Master Community Common Facilities which are designated as being subject to Exclusive Use Rights granted to designated Owners in accordance with this BMS;
<b>Exclusive Use Right</b>	means the rights of exclusive use and enjoyment granted to any Owner by the Building Manager for the benefit of the Owner or its Occupiers (and their Invitees) with respect to an Exclusive Use Area;
<b>Extra Building Car Parking Spaces</b>	means the surplus Building Car Parking spaces retained by the Developer as specified on the Building Common Areas Site Plan;
<b>Façade</b>	means the façade of the Building wherever located including all other external surfaces and features forming part of the façade (including the façade cleaning equipment);
<b>Gas</b>	means domestic gas supplied for use in gas appliances (if any);



<b>Gas Account Manager</b>	means the account manager appointed by the Building Manager from time to time to invoice and collect consumption charged for Gas supplied to Owners (if applicable);
<b>General Common Areas</b>	means all other parts of the Building Common Areas which are not Residential Common Area of Office Common Areas and are intended for the use of all Owners;
<b>General Fund</b>	means the fund established by the Building Manager in accordance with the JOP Law in which contributions that are not Reserve Fund Contributions are deposited, which for the avoidance of doubt, the General Fund is the operating account for the day to day operation of the Building including the payment of Suppliers undertaking works that are otherwise not of a capital nature;
<b>General Fund Expenses</b>	means all Building Common Area Expenses and other costs, expenses, fees and other outgoings incurred by the Building Manager in Operating the Building Common Areas (other than Reserve Fund Expenses);
<b>Governance Documents</b>	means this BMS (including the Building Rules) in respect of the Building, the Master Community Declaration (including the Master Community Rules) in respect of the Master Community and such other governance documents declared from time to time by the Building Manager, Developer and Master Developer (and Master Community Manager) (as the case may be) in respect of the Building and/or Master Community;
<b>Handicapped Car Parking Spaces</b>	means the car parking spaces in the Building Car Park which are identified on the Building Common Areas Site Plans as being 'handicapped bays';
<b>Holiday Home Rental</b>	shall have the meaning ascribed to it in <b>clause 11.10(b)</b> ;
<b>Insurance</b>	means the insurance effected by the Building Manager in respect of the Building and/or the Building Common Areas in accordance with the JOP Law and this BMS;
<b>Insurer's Valuation Basis</b>	means the determination by the insurer of the Building of the relative proportions in respect of Insurance premiums as determined and apportioned between the Owners taking into consideration the use of the Units, the relative cost of reinstating the Units and any other matters considered relevant by the insurer of the Building;
<b>Intellectual Property</b>	means any and all trademarks, service marks, trade names, logos, designs, symbols, emblems, insignias, slogans, copyrights, know-how, confidential information, drawings, plans or other materials (whether or not registered or capable of registration) of the party or any of its Affiliates;
<b>Invitee</b>	means any person or entity using or occupying a Unit including the Owner's or Occupier's Visitors, Suppliers and any domestic staff, agents and employees;
<b>Item</b>	means an item of the Particulars;
<b>Jointly Owned Property</b>	means a jointly owned property as defined under the JOP Law;
<b>JOP Law</b>	means Law No. (6) of 2019 on the Ownership of Jointly Owned Property in the Emirate of Dubai, and includes the regulations and decisions issued by the chairman of the Land Department from time to time and any other directions or regulations intended to complement such law;

<b>Land Department</b>	means the Land Department of the Government of Dubai or other applicable registry;
<b>Master Community</b>	means the master community known as “ <b>Jumeriah Village</b> ”, developed by the Master Developer, as depicted on the Master Plan and includes all or any extensions of or reductions to the Master Community from time to time;
<b>Master Community Common Facilities</b>	means those shared areas and facilities within the Master Community designated as “Master Community Common Facilities” by the Master Developer from time to time as more particularly described in the Master Community Declaration;
<b>Master Community Core Services</b>	means the services that are required to be provided across the Master Community including Master Community Common Facilities and the Building (as well as other buildings and properties within the Master Community) in an integrated and coordinated manner as further defined in the Master Community Declaration;
<b>Master Community Declaration</b>	means the master community declaration (or any other such governing document) which has been or will be prepared and declared by the Master Developer and which is intended to benefit the Master Community and to establish a mutually beneficial scheme for the Operation of the Master Community, as may be varied by the Master Developer from time to time;
<b>Master Community Expenses</b>	means the expenses of Operating Master Community Common Facilities and the Master Community more generally as further defined in the Master Community Declaration;
<b>Master Community Manager</b>	means a master community manager appointed by the Master Developer to assist with the Operation of the Master Community and to perform certain delegated functions for the Master Developer under the Master Community Declaration, reference to which includes its Affiliates, nominees, successors-in-title and respective assigns;
<b>Master Community Rules</b>	means the master community rules of the Master Developer in respect of the Master Community as set out in the Master Community Declaration;
<b>Master Community Service Charges</b>	means the ‘usage charges’ (as that term is defined in the JOP Law) which are payable by the Owners, and all other owners within the Master Community, collectively to the Master Developer as their proportional contribution to the Master Community Expenses incurred by the Master Developer in connection with the Operation of and providing services to the Master Community in accordance with the Master Community Declaration;
<b>Master Developer</b>	means Jumeirah Village LLC in its capacity as a master developer of the Master Community or its Affiliate, nominees, assigns, transferees, successors or successors-in-title or any other entity or Relevant Authority as may assume responsibility for the development, management or control of the Master Community from time to time;

<b>Master Plan</b>	means the master plan for the Master Community prepared by or on behalf of the Master Developer and approved by the Relevant Authority, as may be amended by the Master Developer from time to time in accordance with the Master Community Declaration;
<b>Meeting</b>	means a meeting of the Building Manager or a meeting of the Owners' Committee (as applicable);
<b>Occupier</b>	means any tenant, employee, licensee or person with any other right of possession or occupation (including any mortgagee in possession) of a Unit;
<b>Office Common Areas</b>	means those parts of the Office Common Areas which are intended for use by the Office Unit Owners only, as depicted on the Building Common Areas Site Plan;
<b>Office Unit</b>	means a Unit whose Permitted Use is stated to be "Office" in column [A] of Schedule 3;
<b>Office Unit Owner</b>	means an Owner of aOffice Unit;
<b>Office Use</b>	means the occupancy of the Unit for commercial office purposes;
<b>Operating Year</b>	means the period commencing on 1 January and expiring on 31 December every year or such other operating year as determined appropriate by the Building Manager;
<b>Operation</b>	means the use, administration, control, operation, management, maintenance, repair, refurbishment, replacement and (where necessary or desirable) renovation and renewal and <b>"Operate"</b> and <b>"Operating"</b> means the act of undertaking such functions;
<b>Owner</b>	means the owner of a Unit as defined under the JOP Law (as the context so determines) and which includes any owner whose Registration of title is still pending;
<b>Owners' Committee</b>	means the Owners' Committee with respect to the Building appointed by RERA in accordance with the JOP Law;
<b>Particulars</b>	means the particulars schedule set out at the beginning of this BMS;
<b>Permitted Use</b>	means the use of a Office Unit for Office Use, Residential Unit for Residential Use and the use of a Retail Unit for Retail Use in accordance with the Applicable Laws, this BMS, the requirements of the Relevant Authorities, the Developer and/or the Master Developer (as applicable);
<b>Plot</b>	means the plot specified in <b>Item 5</b>
<b>Prescribed By-Laws</b>	means the by-laws, regulations or circulars issued by the Land Department in accordance with JOP Law;
<b>Registration</b>	means registration of the relevant document with the Land Department, <b>"Register"</b> means the process of obtaining Registration and <b>"Registered"</b> means the completion of such Registration process;

<b>Relevant Authority</b>	means the Government of the Emirate of Dubai or the UAE or any person or entity authorised by, relating to or acting in connection with the Government of the Emirate of Dubai or the UAE having any jurisdiction or authority over the Building, including any ministry, department, municipality, free zone authority, local authority and/or service provider including the Dubai Municipality, RERA, the Land Department, DEWA, Empower, the Master Developer (including its Affiliates) and/or the Utility Suppliers;
<b>RERA</b>	means the Real Estate Regulatory Agency of Dubai;
<b>Reserve Fund</b>	means the fund established by the Building Manager in accordance with the JOP Law in which the Reserve Fund Contributions are deposited;
<b>Reserve Fund Contribution</b>	means each Owner's proportionate share of the Reserve Fund Expenses calculated on the basis of the Owner's Unit Entitlement subject to the provisions of this BMS;
<b>Reserve Fund Expenses</b>	means expenses of a capital and non-recurrent nature required to pay for the renewal or replacement of any Building Common Areas (and the furnishings and fittings contained thereon) anticipated to be incurred over a ten (10) year period;
<b>Reserve Fund Projection</b>	means a study of the funds required to be collected from the Owners over the ten (10) year period from the date of the Reserve Fund Projection in order to pay for the Reserve Fund Expenses;
<b>Residential Common Areas</b>	means those parts of the Building Common Areas which are intended for use by the Residential Unit Owners only, comprising predominately the Residential Leisure Facilities, as depicted on the Building Common Areas Site Plan;
<b>Residential Leisure Facilities</b>	<p>means the recreational / leisure facilities within the Building as depicted on the Building Common Areas Plan which are to be provided to the Residential Unit Owners and their Occupiers for their use and enjoyment. As at the date of this BMS, the Residential Leisure Facilities are intended to comprise the following:</p> <ul style="list-style-type: none"> <li>(a) The entire podium floor</li> <li>(b) The entire Health club floor</li> <li>(c) The entire roof area with amenities</li> <li>(d) The entire ground floor residences &amp; visitor lobby</li> <li>(e) kids play pool;</li> <li>(f) kids play area;</li> <li>(g) indoor gym;</li> <li>(h) multipurpose hall;</li> <li>(i) games room;</li> <li>(j) day care room; and</li> <li>(k) outdoor activity space.</li> </ul>

<b>Residential Leisure Facilities Budget</b>	means the budget that is prepared by the Building Manager for the estimated costs of the Operation of the Residential Leisure Facilities for the following Operating Year;
<b>Residential Unit</b>	means a Unit whose Permitted Use is stated to be "Residential" in column A of <b>Schedule 3</b> ;
<b>Residential Unit Owner</b>	means an Owner of a Residential Unit;
<b>Residential Use</b>	means the occupancy of the Unit for residential purposes as an individual or single family. Residential Use excludes the occupancy of the Unit on a Short Term Basis, Shared Occupancy Plan and/or Holiday Home Rental;
<b>Restricted Areas</b>	means those parts of the Building Common Areas that house any of the Building's plant or equipment or have otherwise been designated as Restricted Areas by the Building Manager pursuant to <b>clause 17.1(c)</b> ;
<b>Retail Unit</b>	means a Unit whose purpose is stated to be "Retail" in column A of Schedule 3;
<b>Retail Unit Owner</b>	mean the owner of a Retail Unit;
<b>Retail Use</b>	means the carrying out of a retail business and/or the administrative functions of a retail business in accordance with Applicable Laws and as Approved by Building Manager (or Master Developer, as applicable) and the Relevant Authorities;
<b>Schedule</b>	means a schedule to this BMS;
<b>Service Charge Notice</b>	means a notice of Service Charges issued to Owners through the Mollakonline system by the Building Manager in accordance with this BMS (or such other system that replaces Mollak from time to time);
<b>Service Charge Payment Confirmation</b>	means a written confirmation from the Building Manager that the Owner has paid its Service Charges (and all other moneys payable under this BMS) and is not otherwise in breach of its obligations under this BMS;
<b>Service Charges</b>	means the Building Service Charges, Special Building Service Charges and the Master Community Service Charges;
<b>Shared Occupancy Plan</b>	means any occupancy plan that provides for: <ul style="list-style-type: none"> <li>(a) any division of a Unit on a time increment basis of chronological periods, or any agreement, plan, programme or arrangement under which the right to use, occupy, or possess the Unit is accorded to various persons, either corporate, individual or otherwise on any basis, for value exchanged at any time, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time or any other period of time, including those products commonly known as timeshare, fractional, or private residence clubs;</li> <li>(b) any joint ownership, whether or not ownership is deeded, of the Unit where unrelated (i.e. non-family) owners share and enjoy use or occupation of the Unit according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system;</li> </ul>

	<p>(c) any club or programme, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs; or</p> <p>(d) any plan or programme analogous to the above;</p>
<b>Short Term Basis</b>	means a lease or license period of less than six (6) months;
<b>Signage</b>	means any sign, billboard, poster, placard, banner, Façade advertisement or the like;
<b>Special Building Service Charge</b>	means an extraordinary Building Service Charge raised by the Building Manager to fund extraordinary unbudgeted expenses;
<b>Storage Area</b>	means an area within the Building designated for storage purposes;
<b>Supplier</b>	means any consultant, tradesperson, contractor or the like who provides services to the Building including, without limitation, operational, maintenance, repair and replacement services for the Building Common Areas or provides such services to other Owners and/or Occupiers in respect of a Unit;
<b>Supply Agreement</b>	means an agreement entered into by the Developer and/or Building Manager with a Supplier;
<b>Telecommunication Service Infrastructure</b>	means the plant, equipment and systems by which the Telecommunication Services are supplied to the Units and the Building Common Areas;
<b>Telecommunication Services</b>	means internet, telephone and television services provided to the Building (or any part of the Building);
<b>Terrace/Balcony Area</b>	means any open, enclosed or partially enclosed balcony or terrace area forming part of a Unit or for which an Owner has been granted an Exclusive Use Right;
<b>Total Unit Area</b>	means the sum of the Unit Areas of all Units;
<b>UAE</b>	means the United Arab Emirates;
<b>Unit</b>	means a unit as defined in the JOP Law within the Building and depicted on the relevant site plan;
<b>Unit Area</b>	means the area of a Unit calculated in accordance with the JOP Law including any Terrace/Balcony Area included on the title to the Unit;
<b>Unit Entitlement</b>	means an Owner's proportionate interest (in common with all other Owners) in respect of the Building Common Areas being the entitlements specified in column B of <b>Schedule 3</b> ;
<b>Utility Service Infrastructure</b>	means the plant, equipment and systems by which the Utility Services are supplied to the Units and the Building Common Areas including electricity generators, lighting systems, gas systems and equipment, water systems, heating and cooling systems, air conditioning systems, waste storage and treatment facilities, tanks, water pipes, water mains, gas pipes and flues, electrical wiring and conduits, Telecommunication Service Infrastructure and meters for measuring the reticulation or supply of Utility Services;



<b>Utility Services</b>	means the utility services, including Chilled Water, Gas and the Telecommunication Services, provided to the Building Common Areas or to the Units (as the case may be) by a utility provider or any other Relevant Authority including those services listed in the JOP Law;
<b>Utility Supplier</b>	means the Supplier of the Utility Services; and
<b>Visitor</b>	means an Owner's or Occupier's invited visitors to the Building or a Unit including an Owner's customers, guests and family members.
<b>Visitor Car Parking Spaces</b>	means the car parking spaces in the Building Car Park which are identified on the Building Common Areas Site Plans as being 'visitor bays'.

**SCHEDULE 2  
BUILDING COMMON AREAS SITE PLAN**

Draft

**SCHEDULE 3**  
**NUMBERING OF UNITS, UNIT ENTITLEMENTS, PERMITTED USE**

Column A			Column B	
Unit Number	Floor	Permitted Use	Area	Unit Entitlement
			Sqm	

**SCHEDULE 4**  
**EXCLUSIVE USE RIGHT(S)**

Column A	Column B	Column C
Benefited Units/Owner	Exclusive use area	Conditions
Residential Units	Residential Common Areas (including Residential Leisure Facilities)	Compliance with Applicable Laws and the terms of this BMS.
Office Units	Office Common Areas	Compliance with Applicable Laws and the terms of this BMS.
Developer and its Affiliates	Façade of the Building and roof to erect appropriate Signage.	Compliance with Applicable Laws and the terms of this BMS.
Retail Units	The exterior space directly in front of the Retail Units to erect appropriate Signage.	Compliance with the requirements of the Relevant Authorities and the terms of this BMS.

**SCHEDULE 5**  
**UTILITIES**[Schedule to be reviewed once Project is finalized]

Utility	Utility Supplier	Metering and method of charge	Description
<b>Chilled Water (cooling services)</b>	<b>Empower</b>	Each Unit shall be separately metered for chilled water (cooling services).	Each Owner must pay the charges for chilled water (cooling services) supplied to its Unit directly to Empower.
<b>Electricity &amp; Water</b>	<b>DEWA</b>	Each Unit shall be separately metered for electricity and water.	Each Owner must pay the costs of electricity and water supplied to its Unit to DEWA.
<b>Waste water / Sewerage</b>	<b>[Option 1: DEWA]</b>  <b>[Option 2: Master Developer]</b>	<b>[Option 1: Not metered, billed by DEWA in bulk as a percentage of overall water consumption to each Unit].</b>  <b>[Option 2: Not metered, connected to the master community mains and treated by the master community and billed as part of Master Community Service Charges]</b>	<b>[Option 1: Part of DEWA payment]</b>  <b>[Option 2: Part of Service Charges]</b>
<b>Telecommunications</b>	<b>Du/Etisalat</b>	Available only upon application by each Owner to Du/Etisalat and subject to a private supply arrangement.	Owners must pay the charges directly to Du/Etisalat for telecommunication services supplied to their Unit.
<b>[Option: Gas]</b>	<b>Private Supplier (appointed by Management Company)</b>	Each Unit shall be separately metered for gas.	Each Owner must pay the charges for gas supplied to its Unit directly to the Private Supplier.
<b>Garbage</b>	<b>Supplier</b>	Common connection	Part of annual Service Charge paid to Building Manager.



# ACUBE

DEVELOPMENTS

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**Buyer Initials:**  
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