



# Master Community Declaration

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# Overview and Application of this Declaration

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## 1 Preliminary

### 1.1 Overview

- (a) The Dubai International Financial Centre (the “DIFC” or the “**Master Community**”) is a unique master community located in the Emirate of Dubai, UAE which acts as a major global financial hub for the Middle East, Africa and South Asia markets providing a world-class platform connecting the region’s markets with the economies of Europe, Asia and the Americas.
- (b) The DIFC is an independent jurisdiction under the UAE Constitution, with its own civil and commercial laws distinct from those of on-shore Dubai and the wider UAE, although other laws of the UAE or the Emirate of Dubai continue to apply. The DIFC also has its own courts, with judges taken from leading common law jurisdictions including England Singapore and Hong Kong. The DIFC’s independent jurisdiction extends to a range of areas including real estate, corporate, commercial, civil, employment, trusts and securities law matters.
- (c) The Master Community has been designed as a 'city within a city' and is mixed use in nature comprising financial, commercial, residential, leisure, hospitality and retail elements together with the Master Community Facilities, such as roads, open landscaped areas and the Pedestrian Access Areas. The Master Community also strives to support the development of Dubai as a regional and international center for art and culture.
- (d) The Master Community is expected to continue to grow and evolve and shall be developed by the Master Developer in accordance with the Master Plan. As at the date this Declaration takes effect, parts of the Master Community remain under construction and will be completed in the future as and when determined by the Master Developer and approved by the Relevant Authorities.
- (e) The Master Developer’s vision for the Master Community is depicted on the Master Plan which has been carefully and extensively designed to create a coherent and dynamic community. The Master Plan is subject to variation by the Master Developer from time to time to enable the Master Developer and the Master Community to respond to market demands over the course of the Master Community’s development and to allow the Master Community to evolve organically for future generations. All proposed variations to the Master Plan are subject to approval by the Relevant Authorities.
- (f) The Master Community comprises the Plots and the Master Community Facilities, as well as a number of Pedestrian Access Areas (being connections within the Plots designed to preserve the interconnectivity of the Master Community). The Pedestrian Access Areas are located throughout the Master Community and are fundamental to the strategic intent of the Master Developer, by providing corridors for pedestrian access throughout the Master Community.
- (g) It is intended by the Master Developer that the Plots (and the Buildings that are built within them) that contain multiple-ownership shall be further Subdivided in accordance with the Strata Title Law. Upon such Subdivision, appropriate governance regimes must be implemented, including the formation of Body Corporates which shall be responsible for the Operation of the Common Property within the Buildings. All such governance regimes are subordinate to the provisions contained in this Declaration. To preserve consistency and compliance with this Declaration, the Master Developer must Approve all proposed Subdivision and governance regimes to be implemented

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within each multiply-owned Buildings including the form and substance of the Governance Documents.

- (h) The location, size and permitted use of the Plots and the Buildings may be amended from time to time by the Master Developer, certain Plots may from time to time be added to the Master Community and existing Plots further Subdivided by the Master Developer to create additional Plots, or Plots may be consolidated as the development of the Master Community evolves to meet market demand.
- (i) Notwithstanding the Owners are responsible for the Operation of their respective Properties, it is intended that the Master Community will be Operated in a coordinated and integrated manner for the benefit of all Owners and Occupiers within the Master Community. As such, the Owners and the Occupiers shall at all times comply with the provisions of this Declaration in addition to any Governance Document that applies in respect of their respective Property.
- (j) The Master Community Facilities are located throughout the Master Community and comprise areas and facilities that are available for shared use by the Owners and their Occupiers (and in many cases, their Invitees and members of the public) or which otherwise benefit or support the Operation of the Master Community. Master Community Facilities are owned either by the Master Developer or the Utility Service Providers (or their respective affiliates), as applicable, and the Master Developer (or the respective Utility Service Provider) is responsible for their Operation in accordance with this Declaration.
- (k) In order to facilitate the interconnectivity of the Master Community, the Master Developer has created a number of Pedestrian Access Areas. Notwithstanding the Pedestrian Access Areas may be located within a Plot or Building, such access areas shall be under the control and Operation of the Master Developer to ensure optimum connectivity throughout the Master Community.
- (l) Certain Master Community Facilities (and Pedestrian Access Areas) may benefit certain Properties and not others, or benefit certain Properties to a greater degree than others. For this reason, the Master Developer may establish Service Charge Zones and Relative Proportions may be allocated to the Owners from time to time to identify the extent to which their Properties benefit from the respective Master Community Facilities (and Pedestrian Access Areas) to ensure a fair allocation of the Master Community Expenses between the Owners.
- (m) As at the date this Declaration takes effect, certain Master Community Facilities (and Pedestrian Access Areas) remain under design and construction and certain Plots remain undeveloped or under construction. For this reason, the Master Developer when determining the Service Charge Zones and the Relative Proportions, will consider the anticipated connectivity, usage and draw on the resources of the Master Community Facilities (and Pedestrian Access Areas) by the Owners and the Occupiers of the Plots and the Buildings to ensure the fair allocation of the Master Community Expenses between the Benefiting Owners.
- (n) The Benefiting Owners are required to contribute to the Master Community Expenses relating to the Operation of a Master Community Facility, to the extent of their Relative Proportion for such Master Community Facility.
- (o) This Declaration binds the Master Developer and all Owners within the Master Community.

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## 1.2 Guiding Principles

In formulating its objectives for the design, development, Operation and management of the Master Community, the Master Developer has devised the following key guiding principles by which it intends to ensure are adhered to at all times:

- (a) **integrity** – implementing high standards of internal governance and establishing a regime which incorporates international best practice in the Operation of the Master Community;
- (b) **transparency** – ensuring transparency with respect to the governance and management arrangements for the Master Community;
- (c) **efficiency** – ensuring that its representatives act promptly and implement efficient response times and protocols in all their dealings with all stakeholders in the Master Community; and
- (d) **legality** – ensuring that the ownership, governance and management arrangements within the Master Community are properly documented so that the rights and obligations of all stakeholders are clear, consistent and comply with the Applicable Laws.

## 2 Binding Effect

### 2.1 Commencement of Declaration

This Declaration shall take effect on the date it is declared by the Master Developer and supersedes and replaces the previous declaration for the Master Community. In addition to this Declaration, the Master Developer relies upon the contractual obligations of the Owners contained in their respective Sales Documentation (or Lease, as the case may be), the direction of the Relevant Authorities and the Applicable Laws.

### 2.2 Purpose of this Declaration

This Declaration describes the governance and management structure for, and regulates the day to day Operation of, the Master Community as a whole. The purpose of this Declaration includes:

- (a) identifying the Master Community and its component parts;
- (b) specifying the ownership of the Master Community Facilities (and the Pedestrian Access Areas) and how they are to be Operated;
- (c) setting out the financial, administrative and Operational obligations of the Master Developer and the sub-developers, the Owners and the Occupiers; and
- (d) creating a mutually enforceable and binding estate management scheme in relation to the Master Community.

### 2.3 Objectives of this Declaration

This Declaration is an essential document for the Master Developer, the Owners and the Occupiers. In particular, this Declaration is designed to:

- (a) maintain the quality and standards of the Master Community and to give effect to the Master Developer's vision for the DIFC;

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- (b) protect the overall business environment and the unique lifestyle enjoyed by all Owners and Occupiers; and
- (c) operate to enhance the Owners' and the Occupiers' use and enjoyment of the Master Community Facilities (and Pedestrian Access Areas) and the Master Community generally.

## 2.4 Parties Bound

The following parties are bound by this Declaration (including where applicable, the obligation to pay the Master Community Service Charges in accordance with this Declaration):

- (a) sub-developers, Owners and Occupiers;
- (b) any other person who owns any part of, or has any interest in a Plot, Building or a Lot or the Master Community and the lessee, occupier or mortgagee in possession of that Property; and
- (c) the Master Developer.

## 2.5 Binding Intent

- (a) This Declaration shall inure for the benefit of the parties specified in **clause 2.4** from time to time. Each Property is sold, owned, occupied and used strictly subject to this Declaration.
- (b) This Declaration is the "Master Community Declaration" referred to in the Real Property Law which has been (or shall be) Registered pursuant to the Real Property Law.
- (c) This Declaration is binding on all Owners and Occupiers and shall, automatically, and without the need for any further documentation, run with, attach to, benefit and burden each Property (and any ownership interest thereto) including all successors in title of such Property from time to time.
- (d) Each party specified in **clause 2.4** shall do all things required by the Master Developer or the Real Property Registrar to give effect to this Declaration in accordance with the Real Property Law.
- (e) For the avoidance of doubt, each party specified in **clause 2.4** shall be bound by this Declaration notwithstanding any non-Registration of this Declaration on the title to the relevant Property, whether by omission or any other reason.

## 2.6 Consistency

If there is a conflict or inconsistency between:

- (a) this Declaration and any Sales Documentation (or Lease, as the case may be), the provisions contained in this Declaration prevails to the extent of the inconsistency;
- (b) this Declaration and a Governance Document, this Declaration prevails to the extent of the conflict or inconsistency and the relevant Governance Document shall be amended accordingly by the relevant Body Corporate; and
- (c) this Declaration and any Applicable Law, the meaning in that Applicable Law prevails to the extent of the conflict or inconsistency.

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## 2.7 Interpretation and Definitions

- (a) In this Declaration, the rules of interpretation contained in **Part 1** of **Schedule 1** will apply.
- (b) In this Declaration words that are "Capitalised" have the corresponding meanings set out in **Part 2** of **Schedule 1**.

## 2.8 Amendment

- (a) Subject to the Applicable Laws, the Master Developer may, in its sole discretion add to, amend, substitute or repeal any or all of the provisions of this Declaration as it deems necessary from time to time.
- (b) This Declaration shall come into force and be binding on the Master Developer and all Owners from the date the Declaration is Registered in the Real Property Register.

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# Management of the Master Community

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### 3 The Master Developer

#### 3.1 The Identity of the Master Developer

- (a) The Master Developer is separate and distinct from the Dubai International Financial Centre Authority (the “**DIFCA**”), which is the principal governing authority of the DIFC.
- (b) The Master Developer is also separate and distinct from the Dubai Financial Services Authority (the “**DFSA**”), which regulates the conduct of financial services in and from the Master Community.

#### 3.2 The Role of the Master Developer

- (a) The role of the Master Developer is to coordinate the development and management of the Master Community and, following the construction and handover of the Master Community Facilities and Pedestrian Access Areas, to Operate the Master Community Facilities and Pedestrian Access Areas on behalf of the Owners, in order to preserve the integrity and high standards of the Master Community.
- (b) In this Declaration, where the Master Developer has a right or obligation in relation to the Master Community Facilities, the same right or obligation shall also apply to the Pedestrian Access Areas.
- (c) The Master Developer shall administer and enforce this Declaration for and on behalf of the Owners (and their Occupiers) subject to and in accordance with the provisions of this Declaration and at all times, in an open and transparent manner and in the best interests of the Master Community.
- (d) The Master Developer has the full power and authority to perform such acts as are necessary or desirable to exercise its rights and discharge its obligations under this Declaration, including the powers and authorities specifically contained in this Declaration.
- (e) When acting in its capacity as master developer, all rights exercised or action taken by the Master Developer under this Declaration are to be exercised and taken by the Master Developer acting for and on behalf of the Owners (and their Occupiers) in a collective capacity. Accordingly, the sole liability for all actions taken by the Master Developer remains at all times with the Owners.

#### 3.3 Objectives of the Master Developer

- (a) The objective of the Master Developer is to promote the interests of the Master Community and implement the governance and management strategy set out in this Declaration.
- (b) When acting in its capacity as master developer, the Master Developer shall at all times act in the best interests of the Master Community in a transparent and equitable manner, promoting sustainability and international best practices in Operating the Master Community and following the key guiding principles for the Master Community set out in **clause 1.2**.

#### 3.4 Obligations of the Master Developer

- (a) The obligations of the Master Developer include:

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- (i) using all reasonable commercial endeavours to ensure the proper and efficient Operation of the Master Community Facilities and the Pedestrian Access Areas;
  - (ii) complying with and doing all things reasonably necessary to give effect to the provisions of this Declaration;
  - (iii) implementing its decisions and using all reasonable commercial endeavours to enforce the obligations of the Owners and the Occupiers under this Declaration including the Owners' and Occupiers' compliance with the Master Community Rules and the Applicable Laws;
  - (iv) acting in good faith and in accordance with international best practice in undertaking its functions under this Declaration;
  - (v) acting reasonably, fairly and equitably in all its dealings with the Owners and the Occupiers; and
  - (vi) keeping and maintaining proper Records and Books of Account which will be kept at the office of the Community Manager. The annual audited report shall be available during normal business hours (upon reasonable notice) for inspection by an Owner (upon payment of a reasonable inspection fee by the Owner).
- (b) The Master Developer has the power to perform such acts as the Master Developer deems necessary to accomplish the fulfilment of the above obligations including, but not restricted to, all of the powers specifically contained in this Declaration

### 3.5 Functions and Powers of the Master Developer

- (a) The Master Developer shall have the power and be authorised in its sole discretion from time to time to:
  - (i) delegate, subcontract or assign any of its rights and obligations under this Declaration (or any part thereof) including the power to collect Master Community Service Charges and other monies to a nominee (including the Community Manager and/or the Community Administrator) together with the power to enforce compliance with the obligations and responsibilities imposed upon the Owners and the Occupiers under this Declaration or the Applicable Laws, as necessary, to ensure that the Master Developer's obligations under this Declaration are carried out in a timely and cost-effective manner; and
  - (ii) appoint and delegate its responsibilities (either in whole or in part) to one or more managing agents (including the Community Manager and/or the Community Administrator) to control, manage, maintain and administer the Master Community, the Master Community Facilities and the Pedestrian Access Areas and exercise such or all of the powers, rights and duties entrusted to the Master Developer under this Declaration, including the power to collect the Master Community Service Charges and other monies.
- (b) The Master Developer need not furnish notice of such delegation, assignment or appointment to the Owners and does not require the consent of the Owners to any such delegation, assignment or appointment.
- (c) The Master Developer shall use all reasonable commercial endeavours to ensure that any delegation, assignment or appointment is to appropriately qualified and licensed entities at fair market value and such delegation, assignment or appointment will not

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adversely affect the overall service quality and Operation of the Master Community Facilities and the Pedestrian Access Areas, or the Master Community more generally.

- (d) Following completion of the construction works and hand over of each designated Master Community Facility by the appointed contractors, the Master Developer shall, to the fullest extent permitted under Applicable Law (unless and to the extent that such Master Community Facility is Dedicated to a Relevant Authority) assume all responsibility for the on-going Operation of such Master Community Facility in accordance with this Declaration, including the repair, maintenance, refurbishment, upgrading, enhancement and replacement of such Master Community Facility, as may be required from time to time to ensure that the Master Community Facility benefits the Master Community, as intended by the Master Developer as of the date of its completion and handover.
- (e) Nothing contained in **clause 3.5(d)** shall prevent the Master Developer, in its absolute discretion, altering, replacing or removing any Master Community Facility that the Master Developer considers redundant and which is no longer providing an appropriate benefit to the Owners and the Occupiers, or the Master Community more generally.
- (f) The functions and powers of the Master Developer include, but are not limited to:
  - (i) carrying out its functions and duties as set out in this Declaration;
  - (ii) ensuring the Master Community Facilities and the Pedestrian Access Areas are Operated to a high standard in accordance with this Declaration;
  - (iii) providing all items of equipment, services and facilities and such machinery and stock-in-trade as the Master Developer shall from time to time deem necessary to provide for the benefit of the Owners or which are appropriate for the protection of the value and quality of the Master Community;
  - (iv) making and amending the Master Community Rules and any other guidelines or procedures in relation to all aspects of the Master Community as the Master Developer deems appropriate;
  - (v) entering into contracts with Suppliers for the Operation of the Master Community Facilities and the Pedestrian Access Areas as may be necessary from time to time;
  - (vi) effecting all Insurances as may be required by any Applicable Law or this Declaration, or as may otherwise be determined appropriate by the Master Developer;
  - (vii) entering into any lease, license or similar arrangement regarding any land, Improvements or equipment that may be necessary or desirable;
  - (viii) paying rates, charges, duties, taxes, assessments or outgoings of whatsoever nature imposed upon the Master Community Facilities under the Applicable Laws;
  - (ix) taking all reasonable steps to ensure that the Owners maintain at all times the external appearances of their Properties to a high standard and in a clean and tidy condition and take such steps as may be necessary to enforce the maintenance of such standards, where deemed necessary by the Master Developer;

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- (x) issuing and enforcing the Health and Safety Guidelines for all Properties (including the Common Property within a Plot or Building) which must be strictly complied with by all Owners and Occupiers;
- (xi) making decisions about the matters set out in this Declaration;
- (xii) convening and holding meetings in accordance with the procedures set out in this Declaration;
- (xiii) determining the Service Charge Zones and the Relative Proportions to provide for the fair allocation of the Master Community Expenses between the Benefiting Owners;
- (xiv) collecting Master Community Service Charges and all other fees due and payable under this Declaration from the Owners;
- (xv) administering the issuance of Letters of No Objection, where required;
- (xvi) installing, Operating, maintaining and repairing and replacing the Infrastructure, including the Building Management System and the Fire/Life System, as the Master Developer deems appropriate;
- (xvii) establishing, maintaining, repairing and replacing the Security Systems and maintaining control centres for the protection of persons and property within the Master Community Facilities, as the Master Developer deems necessary;
- (xviii) engaging the services of a security services provider to meet the Master Community security requirements;
- (xix) employing administrative, professional and managerial staff and other labour and retaining the services of such lawyers, accountants, architects and other professional personnel in connection with the Operation of the Master Community Facilities, the Pedestrian Access Areas and the Master Community and to support the Master Developer in the performance of its obligations under this Declaration;
- (xx) taking such action as may be necessary to enforce payment of monies due to it or compliance of obligations owed to it by the Owners, in whatsoever capacity;
- (xxi) at the Master Developer's discretion, undertake or authorise the undertaking of promotional activities on a commercial or non-commercial basis within the Master Community;
- (xxii) administering the consents required for Signage, marketing, advertising, events, exhibitions, public meetings, public entertainments or similar activities on or within all Properties, Buildings and the Master Community;
- (xxiii) collecting on behalf of the Dubai Municipality the DM Liquor Licencing Fee and administering and enforcing the liquor licensing scheme within the Master Community;
- (xxiv) levying and collecting all other fees as are required by the Relevant Authorities to be collected by the Master Developer under the Applicable Laws;
- (xxv) considering and Approving the Budget;

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- (xxvi) moderating any Disputes between the Owners (where the Master Developer, in its capacity as an Owner is not a party to such Dispute);
- (xxvii) approving governance regimes within the Plots and the Buildings and all proposed subdivision strategies relating thereto (which must be in accordance with the Strata Title Law), including any proposed changes to such governance regimes and subdivision strategies, as may be proposed by the Owners from time to time;
- (xxviii) liaising and negotiating with the Relevant Authorities regarding the Operation (and if applicable, Dedication) of the Master Community Facilities and Pedestrian Access Areas, and with respect to the Master Community more generally;
- (xxix) identifying, designating and ensuring the ongoing Operation of the Pedestrian Access Areas;
- (xxx) using the Master Community Facilities and the Pedestrian Access Areas for commercial purposes;
- (xxxi) promoting, managing and undertaking all public events within the Master Community Facilities and the Pedestrian Access Areas;
- (xxxii) opening and maintaining such accounts as are deemed by the Master Developer as being reasonably required to manage the Master Community, with recognised banks and deduct such monies from such accounts as required in accordance with the Master Developer's obligations under this Declaration;
- (xxxiii) considering and determining any other matter which the Master Developer determines should be considered by it; and
- (xxxiv) undertaking such other functions as are specified in this Declaration or as are determined appropriate by the Master Developer from time to time.

### 3.6 Additional Powers of the Master Developer

#### 3.6.1 Authority to Act on Behalf of the Owners

- (a) The Master Developer may act as an agent and attorney for the Owners in respect of:
  - (i) entering into third party contractual arrangements with the Suppliers and other parties and varying or terminating any such contractual arrangements as may be necessary or desirable from time to time;
  - (ii) exercising any rights of the Master Developer and the Owners against other Owners, Suppliers and third parties pursuant to this Declaration and pursuant to the contractual arrangements entered into with such Suppliers or third parties; and
  - (iii) exercising its rights to impose penalties and fines (as further detailed in **clause 31.4**) and commencing and pursuing legal proceedings in respect of:
    - (A) the failure of an Owner to pay the Master Community Service Charges or any other monies due and payable under this Declaration; and/or
    - (B) the failure of an Owner or an Occupier to comply with their obligations under this Declaration, including the Master Community Rules.

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- (b) Nothing contained in this **clause 3.6.1** prevents the Master Developer or an Owner from commencing and pursuing legal proceedings, in its own right, to seek to enforce an Owner's or Occupiers' obligations under this Declaration.

### 3.6.2 **Power to Contract and Make Appointments**

- (a) The Master Developer may enter into and terminate contracts or other arrangements with Suppliers and appoint consultants and experts to advise and assist the Master Developer in the administration and performance of its functions and compliance with its obligations, in accordance with this Declaration.
- (b) The Master Developer may appoint persons to act as its agent to enter into contracts or other arrangements on its behalf and on behalf of the Owners.

### 3.6.3 **Authority to Act**

- (a) The Owners irrevocably authorise the Master Developer to perform the functions of the Master Developer under this Declaration on behalf of the Owners.
- (b) Each Owner appoints the Master Developer as its agent to enable the Master Developer and any person or entity appointed by it to take any action authorised by the Master Developer under this Declaration and/or any action necessary to give effect to this Declaration.

### 3.7 **Decisions of the Master Developer**

The Master Developer shall make decisions:

- (a) which are in accordance with this Declaration and all the Applicable Laws; and
- (b) in writing in the manner set out in this Declaration.

### 3.8 **Communication with the Master Developer**

- (a) The Master Developer shall promote open communication with Owners and Occupiers by establishing a feed-back process, whereby Owners and Occupiers may at all times be able to provide the Master Developer with constructive feed-back and suggestions regarding the Operation of the Master Community Facilities and the Pedestrian Access Areas.
- (b) The Master Developer shall assess such feed-back and suggestions and may implement changes to the Operation of the Master Community Facilities and the Pedestrian Access Areas, which it considers are in the best interests of the Master Community.

## 4 **Rights Reserved in favour of the Master Developer**

### 4.1 **Advertising, Marketing and Signage Controls**

- (a) The Master Developer shall set all of the Signage, marketing and advertising standards, controls and guidelines in the Master Community (including any such activity within a Property). The standards, controls and guidelines shall be prepared by the Master Developer and shall be issued by the Master Developer upon request from any Owner or Occupier who wishes to erect any Signage or carry out any advertising and/or marketing activities within its Property or within the Master Community.

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- (b) Subject to **clause 4.2**, all costs incurred by the Master Developer in erecting and maintaining any Signage erected for directional or identification purposes or for the purpose of advertising the features and attractions of the Master Community and the Master Community generally, shall be a Master Community Expense.
- (c) The Master Developer shall have the right to control and determine all road, directional and identification Signage in the Master Community, subject to the requirements of any Relevant Authority.

#### 4.2 Master Developer's Signage

- (a) The Master Developer or its nominees shall enjoy unrestricted rights with regards to the development and marketing of the Master Community.
- (b) The Master Developer may erect any Signage or carry out any advertising and/or marketing activities within any part or parts of the Master Community (including upon or within the Master Community Facilities and the Pedestrian Access Areas) as it sees fit and any revenues collected and costs incurred by the Master Developer with respect to such Signage and advertising shall solely belong to, and be the responsibility of the Master Developer.

#### 4.3 Events

- (a) The Master Developer or its nominees may hold, promote and manage any public or private events upon or within the Master Community Facilities and the Pedestrian Access Areas, without any cost or charge.
- (b) If the Master Developer decides to hold an event on a commercial basis, the Master Developer shall be solely entitled to all revenues derived from such an event and shall be solely responsible for its Operation and the costs of doing so.
- (c) If the Master Developer decides to hold an event on a non-commercial basis, any revenues collected by the Master Developer from such an event shall be utilised for the benefit of the Master Community, and any costs incurred with Operating the Master Community Facilities and the Pedestrian Access Areas arising from such activity shall be a Master Community Expense.
- (d) No events may be held by any Owner or Occupier in or on any part of the Master Community Facilities, the Pedestrian Access Areas or within any public areas within its Property, without the prior Approval of the Master Developer (which may be withheld at the Master Developer's absolute discretion).
- (e) The Master Developer shall have the right, as a condition of its Approval, to manage and promote all permitted public events in or upon the Master Community Facilities and the Pedestrian Access Areas, and may charge a fee to the applicant Owner in this regard, which fee shall be utilised for the benefit of the Master Community and any costs incurred with managing the event allocated as a Master Community Expense.

#### 4.4 General Reservation of Rights

In addition to the rights contained in **clause 14** and **clause 4.2**, the Master Developer reserves the right to use the Master Community Facilities and the Pedestrian Access Areas for commercial purposes and to grant rights to the use of the Master Community Facilities and the Pedestrian Access Areas to third parties from time to time for recreational, commercial or other ad hoc purposes, provided always that such use or grant is not unreasonably detrimental

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to the Owners' and the Occupiers' use and enjoyment of the Master Community Facilities and the Pedestrian Access Areas.

#### 4.5 Master Developer's Intellectual Property

- (a) The Intellectual Property is the sole and exclusive property of the Master Developer (or its affiliates) and any goodwill that may develop in relation to it, whether directly or indirectly, as a result of an Owner's Approved use of the Intellectual Property shall inure solely to the benefit of and become the sole property of the Master Developer.
- (b) The Owners shall not:
  - (i) use the 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 trade mark or service mark or in the style of the Owner, without the prior Approval of the Master Developer (which may be given or withheld at the Master Developer's absolute discretion);
  - (ii) 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;
  - (iii) now or at any point in the future contest the rights of the Master Developer or its affiliates to the Intellectual Property, including any additions or improvements to the Intellectual Property developed from time to time;
  - (iv) use, imitate or infringe upon any of the Intellectual Property, in whole or in part; and
  - (v) do or permit to be done any act which would or might jeopardise or invalidate any registration of the registered Intellectual Property, nor to do any act which might assist or give rise to an application to remove any of the registered Intellectual Property from the relevant registers, or which might prejudice the right or title of the Master Developer or its affiliates to any of the Intellectual Property.
- (c) Every Owner indemnifies and holds the Master 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 Owner of the Intellectual Property without the Approval of the Master Developer.
- (d) The Master Developer may display the Intellectual Property within the Master Community in such places as it so determines at its absolute discretion, provided always that the display of the Intellectual Property does not substantially and detrimentally affect an Owner's use and enjoyment of its Property or the Master Community Facilities and the Pedestrian Access Areas that it is entitled to utilise under this Declaration.
- (e) The Master Developer may use an Owner's identifying marks in the course of its promotional activities and without payment of any fee, provided always the use of the same is solely for bona fide purposes and for the promotion of the Master Community. Each Owner expressly releases and discharges the Master Developer from any liability or claims for damages, whatsoever arising from the Master Developer's use of the Owner's identifying marks in compliance with this **clause 4.5**.

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## 5 Master Community Core Services

### 5.1 Designation of Master Community Core Services

- (a) To enable the efficient and effective Operation of the Master Community there are a number of Master Community Core Services that are required to be provided in an integrated manner to the Master Community as a whole, including the Master Community Facilities, the Pedestrian Access Areas and the Plots and the Buildings by the Master Developer or the same Supplier or Suppliers nominated by the Master Developer.
- (b) The Master Developer may from time to time, by written notice to the Owners, designate further services as Master Community Core Services and/or vary the Master Community Core Services in such a manner as the Master Developer considers to be in the best interests of the Master Community.
- (c) In respect of each Master Community Core Service provided to the Master Community, the Owners shall, at the sole election of the Master Developer, engage the Master Developer or the Supplier (or Suppliers) nominated by the Master Developer, either separately or collectively with other Owners (or, in the case of the nominated Suppliers, as part of the engagement of the Suppliers by the Master Developer in respect of the Master Community as a whole).
- (d) At the end of each Operating Year the Master Developer shall declare any new Suppliers to be engaged to provide the Master Community Core Services for the following Operating Year.
- (e) With respect to all Master Community Core Services provided to the Owners collectively, the costs of such shall be equitably apportioned between the Owners in accordance with their Relative Proportions or as otherwise determined by the Master Developer, taking into consideration the draw on such services by the Owners.
- (f) The costs of all Master Community Core Services, provided directly to an Owner by the Master Developer or its nominated Supplier, are due and payable by the Owner upon demand, either separately or as part of the Master Community Service Charges.
- (g) The Master Developer and the Owners shall comply with the provisions set out in this Declaration in relation to the appointment of Suppliers to the Master Community, with respect to both the Master Community Core Services and services that are not so designated.
- (h) An Owner shall not seek to vary, revoke or terminate any appointment the Owner has entered into (either directly or via the Master Developer) under this Declaration unless Approval to such variation, revocation or termination has been granted by the Master Developer.

### 5.2 Suppliers

Any Supplier providing the Master Community Core Services or services relating to the Master Community Facilities and the Pedestrian Access Areas shall be a reputable and licensed contractor with relevant experience and expertise in providing services to shared community facilities of a similar size and nature to the Master Community Facilities and the Pedestrian Access Areas to which it is servicing.

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## 6 Other Management Roles in the Master Community

### 6.1 The Community Manager

- (a) The Master Developer may appoint a Community Manager to assist it with its obligations under this Declaration including the Master Developer's obligation to Operate the Master Community Facilities and the Pedestrian Access Areas.
- (b) The Community Manager may, at the sole election of the Master Developer, be a related entity of the Master Developer or a third party Supplier qualified and licensed to provide such management services in the Emirate of Dubai and the DIFC.
- (c) Should the Master Developer appoint a Community Manager it may delegate to the Community Manager such powers and functions as the Master Developer deems appropriate including representing the Master Developer in its dealings with Owners and Occupiers, collecting Master Community Service Charges, supervising Suppliers and enforcing the obligations of the Owners and the Occupiers under this Declaration.
- (d) In the event that, and for so long as, the Master Developer elects not to appoint a Community Manager, any reference in this Declaration to the Community Manager will be a reference to the Master Developer.

### 6.2 The Community Administrator

- (a) The Master Developer may from time to time also appoint a Community Administrator to assist it and the Community Manager, if any, with the Master Developer's administrative, secretarial and financial obligations under this Declaration.
- (b) Should the Master Developer appoint a Community Administrator it may delegate to the Community Administrator such powers and functions as the Master Developer deems appropriate.

### 6.3 Body Corporate Managers

- (a) Each Body Corporate established in respect of a Subdivided Building shall appoint (and at all times engage) a Body Corporate Manager to manage its Common Property and to perform functions on its behalf. Each Body Corporate Manager shall manage the administrative, secretarial and financial affairs of its Body Corporate and monitor the performance of Suppliers of their obligations under service agreements entered into with the Body Corporate.
- (b) Each Body Corporate must ensure that its Body Corporate Manager is Approved by the Master Developer and appropriately qualified and licensed to provide such management services in the Master Community.

## 7 General Approvals, Rights and Powers

- (a) The Master Developer may exercise a right, power or remedy at its discretion, and separately or in conjunction with another right, power or remedy. A failure to exercise a right, power or remedy or a single or partial exercise, does not prevent the Master Developer from exercising that or any other right, power or remedy (subject to any time restrictions imposed by the Applicable Laws).
- (b) The rights, powers and remedies in this Declaration are in addition to those provided by the Applicable Laws.

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- (c) An Approval granted by the Master Developer under this Declaration does not relieve the Owners or the Occupiers from their obligation to obtain any necessary approvals under the Applicable Laws or the requirements of the other Relevant Authorities that have jurisdiction in the DIFC with respect to the subject matter of the Approval.
- (d) Unless a provision in this Declaration states otherwise, approvals under this Declaration to be given by a Body Corporate may be given by the passing of a resolution by:
  - (i) the Body Corporate at a general assembly; or
  - (ii) the Board of the Body Corporate at a meeting of such Board provided the Board has been delegated the power to grant approvals by the Body Corporate in accordance with the Strata Title Law.
- (e) The Master Developer is under no obligation to seek to confirm or validate any purported approval of a Body Corporate or to question or investigate the manner in which such approval was given.
- (f) A Body Corporate shall not seek to deny responsibility or otherwise avoid its obligations with respect to any matter approved by the Body Corporate on the basis that such approval was not given in accordance with this Declaration, its Governance Documents or the Strata Title Law.

## **8 Approvals by the Master Developer**

### **8.1 Conditions of consent**

The Master Developer may make conditions if it gives an Owner or an Occupier Approval to do anything under this Declaration. The Owner or the Occupier (as applicable) shall comply with such conditions.

### **8.2 Revoking consent**

The Master Developer may revoke its Approval if the Owner or the Occupier (as applicable) does not comply with the conditions imposed on the Owner or the Occupier when the Approval was granted.



# General Duties and Obligations of Owners and Occupiers within the Master Community

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## 9 Duties and Obligations of the Owners

### 9.1 General Obligations

An **Owner** and an Occupier shall at all times:

- (a) comply with the provisions of this Declaration and all Applicable Laws;
- (b) abide by the rules and directives of all Relevant Authorities;
- (c) comply with any agreement concluded by the Master Developer insofar as such agreement may directly or indirectly impose obligations on the Owner and an Occupier;
- (d) comply with any directive given by the Master Developer in enforcing the provisions of this Declaration;
- (e) in the case of an Owner, pay all Master Community Service Charges and all other amounts due and payable by the Owner under this Declaration to the Master Developer, as and when such amounts fall due and payable;
- (f) in the case of an Occupier, pay all amounts due and payable by the Occupier under this Declaration to the Master Developer, as and when such amounts fall due and payable;
- (g) comply with the conditions of any commercial licence or Registration relating to or affecting the ownership, use, occupation, operation, improvement and Disposition of its Property or anything done within or upon it;
- (h) be responsible for and pay for connection and consumption charges with respect to Utility Services and any property or local authority taxes levied on its Property;
- (i) comply with and not invalidate any Insurance policy of the Master Developer or any other party in respect of the Master Community; and
- (j) use all reasonable commercial endeavours to ensure its Invitees comply with the provisions of this Declaration, including undertaking such works, taking such actions and paying such amounts as may be required by the Invitees under this Declaration from time to time.

### 9.2 Nature of Owners' Obligations

- (a) The obligations of each Owner under this Declaration are several and not joint and several. Accordingly, no Owner will incur a liability to another party by reason of the default of one or more of the other Owners provided that:
  - (i) each Body Corporate shall be jointly and severally liable with its corresponding Owners for payment of the Master Community Service Charges and compliance of its obligations under this Declaration and the Applicable Laws in respect of such Subdivided Plot or Building; and
  - (ii) where any Property is owned in the joint names of more than one person, all the Registered Owners of that Property shall be jointly and severally liable for the due performance of all the obligations of the Owners of that Property under this Declaration.
- (b) Any provision of this Declaration imposing an obligation (positive or negative) on an Owner (other than the requirement to pay Master Community Service Charges) also

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imposes that obligation on the Occupiers within the Owner's Property as if such provision were repeated entirely in this Declaration, except that the reference to "**Owner**" shall be read as a reference to "**Occupier**".

- (c) Owners shall use all reasonable endeavours to ensure that their respective Occupiers (and any respective Invitees) comply with all of their obligations under this Declaration and the Master Developer may, but is not obliged to, exercise any rights against both the Owners and the Occupiers (and their respective Invitees) in relation to any breach by any of them (at the Master Developer's sole election).
- (d) Where a Plot or Building is Subdivided, it is deemed that the rights and obligations of the relevant Owner in respect of the Common Property are assigned to the respective Body Corporate(s) (and the Lot Owners collectively), and the rights and obligations of the relevant Owner in respect of the Lots are assigned to the respective Lot Owners, in respect of such Plot or Building. Nothing contained in this **clause 9.2(d)** shall have the effect of relieving any Owner from its obligations contained in the Sales Documentation, notwithstanding the formation of a Body Corporate(s) in respect of the Plot or the Building, which shall remain binding on such Owner in accordance with the terms thereof.
- (e) The Body Corporate and the Lot Owners within a Plot or Building are collectively liable to the Master Developer and the other Owners with respect to the satisfaction of the relevant Owner's obligations under this Declaration. A reference in this Declaration to an "**Owner**" or to "**Owners**" includes a reference to the Body Corporate and the Lot Owners within a Plot or Building that has been Sub-divided.
- (f) Where an Owner has granted rights of occupancy to an Occupier (or Occupiers) within a Property, the Owner shall remain responsible to the Master Developer with respect to obligations relating to such Property including the obligation to pay Master Community Service Charges with respect to the same, notwithstanding such grant of occupancy.

### 9.3 Indemnity

- (a) Each Owner:
  - (i) is liable for all things the Owner (or its Occupiers and Invitees) does or fails to do and the consequences of the actions or failure in occupying or using its Property, the Master Community Facilities, the Pedestrian Access or any other parts of the Master Community; and
  - (ii) releases, indemnifies and holds harmless the other Owners and the Master Developer (and the Community Manager and the Community Administrator, if any, and their respective affiliates, shareholders, partners, members or other principals, directors, officers, employees, attorneys, agents, Representatives, Suppliers and authorised nominees) against any and all Losses in any way arising directly or indirectly from or otherwise in connection with:
    - (A) the Owner's (or Occupiers' or Invitees') occupation or use of its Property, the Master Community Facilities, the Pedestrian Access Areas and any other parts of the Master Community;
    - (B) any actions or omissions by the Owner (or its Occupiers or Invitees) and/or any breach by the Owner (or its Occupiers or Invitees) of any of its obligations under this Declaration and all Applicable Laws;

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- (C) the Approval or disapproval of any plans, drawings, specifications or development applications in respect of the Master Community (or any part thereof) whether or not defective;
- (D) the construction or performance of any work in respect of the Master Community (or any part thereof) whether or not made under approved plans, drawings and specifications;
- (E) any changes in the Applicable Laws that affect the use, intended use, description or value of the Master Community or the Owner's Property from the time of purchase; and
- (F) the development of or failure to develop any part of the Master Community Facilities or the Master Community generally, or the development of or failure to develop any Plot or Building by the Master Developer or an Owner,

unless due to the wilful misconduct of the Master Developer (in which case the Master Developer'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 wilful misconduct shall be liable);

- (iii) the Master Developer shall not 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 indemnify and hold the Master Developer (and the Community Manager and the Community Administrator, if any, and their respective affiliates, shareholders, partners, members or other principals, directors, officers, employees, attorneys, agents, representatives, Suppliers and authorised nominees) harmless from and against any and all Losses in any way arising directly or indirectly from or otherwise in connection with its rights or duties under this Declaration, except to the extent of the Master Developer's wilful misconduct under this Declaration; and
- (iv) the Master Developer shall not 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 Property.
- (b) For the avoidance of doubt, no Owner shall benefit from any indemnity from another Owner where and to the extent it contributed to or caused the loss, claim or liability.
- (c) For the further avoidance of doubt, in this **clause 9.3**, a reference to:
  - (i) an "**Owner**" includes the Occupiers within the Owner's Property; and
  - (ii) a Plot or Building includes all of the Lots and Common Property within such Plot or Building.

#### 9.4 **Obligations of the Owners and Occupiers**

- (a) Each Owner shall:
  - (i) ensure that its Property is Operated to the standard at least equivalent to the standard of the Master Community (as determined by the Master Developer);
  - (ii) ensure that its Property is adequately insured in respect of any areas and facilities that are not covered by the Insurances for the Master Community

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Facilities and the Pedestrian Access Areas, by an insurer Approved by the Master Developer;

- (iii) ensure that its Property is kept secure in respect of any areas and facilities that are not under any security arrangements entered into by the Master Developer, as a Master Community Core Service, with a security provider nominated by the Master Developer in accordance with **clause 5.2**; and
  - (iv) obtain, maintain and provide to the Master Developer, when requested from time to time, a detailed schedule of all the Occupiers within its Property together with a copy of their respective Licences, if applicable.
- (b) The Owners and the Occupiers shall:
- (i) comply with (and ensure that their Invitees comply with) the provisions of this Declaration (including any guidelines issued by the Master Developer from time to time pursuant to the terms of this Declaration) and shall do all things necessary to give effect to this Declaration;
  - (ii) comply with the decisions and directions of the Master Developer (and the Community Manager and the Community Administrator, if any) and not do anything to hinder the implementation of the decisions or directions made by the Master Developer;
  - (iii) not restrict or seek to restrict any other Owners' (or their Occupiers' and/or Invitees') right to use or access a Master Community Facility or otherwise not interfere with the rights of other Owners (or their Occupiers and/or Invitees) in the Master Community;
  - (iv) act reasonably and in good faith in its dealings with the Master Developer (and the Community Manager and the Community Administrator, if any), and other Owners and Occupiers;
  - (v) co-operate with and behave in a considerate manner towards other Owners, Occupiers and the Master Developer (and the Community Manager and the Community Administrator, if any, and their respective employees and nominees);
  - (vi) comply with the Architectural Approval Process when carrying out works within its Property;
  - (vii) comply with (and ensure that their Invitees comply with) the Master Community Rules and the Construction Guidelines; and
  - (viii) pay all property or local authority taxes levied on the Owner's Property.

#### 9.5 **Additional obligations Specific to Corporate Owners**

- (a) If an Owner is a corporate entity, the Owner:
- (i) shall appoint a Representative; and
  - (ii) may appoint a Substitute Representative,
- to attend meetings and receive correspondence from the Master Developer, and shall give written notice of the details of its Representative and any Substitute Representative to the Master Developer.

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- (b) Anything done by a Representative or a Substitute Representative for an Owner that is a corporate entity has the same effect as if the Owner did that thing.
- (c) An Owner that is a corporate entity may invite up to two (2) further persons to attend meetings of the Master Developer.

#### 9.6 **Additional obligations Specific to Body Corporates**

- (a) If the Owners of a Property are represented by a Body Corporate, such Body Corporate shall:
  - (i) not seek to amend its Governance Documents in a manner inconsistent with this Declaration, the Strata Title Law or without the Approval of the Master Developer;
  - (ii) use all reasonable commercial endeavours to ensure that its Owners and Occupiers comply with their obligations under this Declaration;
  - (iii) obtain, maintain and provide to the Master Developer when requested from time to time a detailed schedule of all Lot Owners and their Occupiers (where applicable) together with a copy of their respective Licences, if applicable;
  - (iv) provide the Master Developer notice of every annual general assembly and Board meeting as if the Master Developer is a member of the Body Corporate or the Board; and
  - (v) allow the Master Developer to attend and address these meetings to raise issues concerning this Declaration or that Body Corporate.
- (b) If the Owners of a Property are represented by a Body Corporate, the Body Corporate:
  - (i) must appoint its Body Corporate Manager as its Representative; and
  - (ii) may appoint its chairman as its Substitute Representative,

to attend meetings and receive correspondence from the Master Developer and shall give written notice of the details of its Representative and any Substitute Representative to the Master Developer.
- (c) Anything done by a Representative or a Substitute Representative for a Body Corporate has the same effect as if the Body Corporate did that thing.

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# Staging of the Development of the Master Community and Development Plots

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## 10 Development of the Master Community

### 10.1 Staged Development of the Master Community

- (a) The development of the Master Community is to be carried out in stages (the timing of which shall be determined by the Master Developer in its absolute discretion).
- (b) The Master Community will be the site of on-going development and construction, including construction of buildings, Master Community Facilities and Infrastructure by the Master Developer and by the Owners.
- (c) The on-going development work may cause interference or disturbance to an Owner's (and its Occupier's) use and enjoyment of its Property and the Master Community Facilities (and the Pedestrian Access Areas), and no Owner or Occupier shall raise any claim against the Master Developer for such interference, disturbance or lack of access.
- (d) The Master Community may be expanded to include additional land and further Master Community Facilities and Pedestrian Access Areas may be added to benefit the Owners and the Occupiers, and the cost of Operating such Master Community Facilities and Pedestrian Access Areas will form part of the Master Community Expenses payable by the Owners.
- (e) When undertaking development work, the Master Developer shall use all reasonable endeavours to minimise any interference or disturbance to the Owners' and Occupiers' use and enjoyment of the Master Community Facilities (and the Pedestrian Access Areas) and shall comply with the Applicable Laws when undertaking or permitting the undertaking of construction works.
- (f) Owners may not object to any interference or disturbance caused by construction or related activities in the Master Community. Owners shall have no claim against the Master Developer for such interference or disturbance whatsoever.
- (g) Each Owner acknowledges that its Relevant Proportion may be amended from time to time to reflect the addition or reduction of services or access to the Master Community Facilities and the Pedestrian Access Areas, as the Master Community is developed over time.

### 10.2 Cost of Future Development

Subject to **clause 10.3** and for the avoidance of doubt, the cost of Future Development Works within the Master Community cannot be recovered by the Master Developer as part of the Master Community Service Charges, however the cost of Operating completed Master Community Facilities handed over to the Master Developer, and their further replacement or refurbishment by contractors shall be considered Master Community Expenses and form part of the Master Community Service Charges from the date of such handover.

### 10.3 Authority Infrastructure Contributions and Authority Charges

All Authority Infrastructure Contributions and Authority Charges raised by a Relevant Authority either prior to or after the date of this Declaration relating to infrastructure constructed within the Master Community, adjacent to the Master Community or otherwise in a location to which such Relevant Authority considers to benefit the Master Community, shall be considered Master Community Expenses payable by the Owners as part of the Master Community Service Charges.

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## 11 Development Plots

### 11.1 Reservation of Rights

- (a) Subject to complying with the Applicable Laws, the requirements of the Master Developer and the Relevant Authorities, and subject to the provision of the Sales Documentation (or Lease, as the case may be) relating thereto, the Owner of a Development Plot or Undeveloped Plot shall be entitled to carry out, or procure the carrying out of, any building or other works in any part of its Development Plot or Undeveloped Plot.
- (b) The Master Developer shall ensure that reasonable access to a Development Plot or Undeveloped Plot through the Master Community is made available to such Owner (or its contractors, employees, agents and nominees) for the purpose of carrying out such works, and no Owner or Occupier may obstruct or prevent such access at any time.
- (c) Owners and Occupiers may not raise any claim against the Owner of a Development Plot or Undeveloped Plot for compensation or damages in respect of the exercise by such Owner of any of the rights contemplated by this **clause 11**.

### 11.2 Maintenance of Development Plots and Undeveloped Plots

- (a) The Owner of each Development Plot or Undeveloped Plot is responsible at its own cost for the cleaning, repair, levelling and maintenance of such Plot in accordance with this Declaration.
- (b) The Owner of each Development Plot or Undeveloped Plot shall ensure that such Plot is sufficiently cleaned, repaired and maintained so as not to cause any damage or nuisance to other Owners, including ensuring that no rubbish or debris collects on such Plot.
- (c) Where a Development Plot or Undeveloped Plot adjoins an occupied Plot or Building, the Owner of such Plot shall take reasonable steps to ensure that during construction such Plot is kept secure and materials cannot escape (by reason of wind or other factor) and affect the use and enjoyment of the Owners and the Occupiers of such adjoining Plot or Building.

### 11.3 Determination of Master Community Facilities and Pedestrian Access Areas within Development Plots and Undeveloped Plots

- (a) As at the date this Declaration takes effect, and subject to the provisions of this Declaration, the key Master Community Facilities intended to be developed within the Master Community are substantially as depicted on the Master Community Facilities Plans.
- (b) As at the date this Declaration takes effect, the designation of land and facilities located within a Development Plot and an Undeveloped Plot, as Master Community Facilities or Pedestrian Access Areas (if any), shall remain indicative (and access to such areas by Owners and Occupiers shall be suspended) until such time (if at all) as the relevant areas and facilities are constructed and designated as Master Community Facilities and Pedestrian Access Areas or Deemed Master Community Facilities.
- (c) Without affecting the generality of the above, the Master Developer (or an Owner of a Development Plot or an Undeveloped Plot with the Approval of the Master Developer) may vary the location and type of Master Community Facilities or Pedestrian Access Areas within such Plot to better reflect the nature and extent of the development of

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such Plot, provided always that the Master Community Facilities and the Pedestrian Access Areas within such Plot shall include:

- (i) land (or parts of a building) within the Development Plot or Undeveloped Plot upon which other land (or parts of a building) in another Plot (or Master Community Facilities) is dependent upon for access or for its reasonable use and enjoyment;
- (ii) areas, services or facilities within the Development Plot or Undeveloped Plot to the extent that:
  - (A) Master Community Facilities are inadequate to cater to the reasonable needs of the Owners; or
  - (B) it would otherwise be unreasonable to withhold such areas, services or facilities from the Master Community Facilities; and
- (iii) land, services or facilities to the extent that it is required under the Applicable Laws to be designated as Master Community Facilities.
- (d) The Master Developer shall do all things reasonably necessary to Register an amendment to the Master Community Facilities Plan and this Declaration to reflect the change in the Master Community Facilities and the Pedestrian Access Areas under this **clause 11.3** to the fullest extent permitted under the Applicable Laws, at the cost of the party that has caused such change.

#### 11.4 **Provisional Allocation of Master Community Expenses**

- (a) The Master Developer shall be the sole determinant of the Service Charge Zones and the Relative Proportions in accordance with this Declaration to ensure the fair allocation of the Master Community Expenses between Owners from time to time.
- (b) Until such time as the entire Master Community is substantially constructed and Operational:
  - (i) certain Owners may not be fully utilising their Plots or Buildings and drawing on the resources of the Master Community; and
  - (ii) the Master Developer may vary the Relative Proportions of all or any of the Master Community Expenses to better reflect the use of the Master Community Facilities and the Pedestrian Access Areas by the respective Owners including, for the avoidance of doubt, allocating a reduced Relative Proportion to a Development Plot or an Undeveloped Plot (or certain classes of Development Plots or Undeveloped Plots), and in the case of Development Plots or Undeveloped Plots not utilising any Master Community Facilities and Pedestrian Access Areas, not raise Master Community Service Charges against such Development Plots or Undeveloped Plots.

#### 11.5 **Alteration to Plot Boundaries**

- (a) No Owner (including an Owner of a Development Plot or an Undeveloped Plot) shall be entitled at any time to alter its Plot or Building boundary for any reason without the Approval of the Master Developer.

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- (b) Nothing contained in **clause 11.5(a)** shall prevent the Master Developer from varying the boundaries of the Master Community and excising any undeveloped areas of the Master Community in the event that such undeveloped areas, once developed, will not significantly draw on the resources of the Master Community.

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# Subdivision within the Master Community

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## 12 Subdivision within the Master Community

### 12.1 Subdivision of the Master Community

- (a) As of the date this Declaration takes effect, the Master Community is comprised of the Plots and the Master Community Facilities (and the Pedestrian Access Areas located within the respective Plots).
- (b) The Master Developer shall maintain an up to date register of all Plots which shall be amended from time to time to reflect any changes to the Plots that are Approved and created in accordance with this Declaration.

### 12.2 Determination of Plot Boundaries

- (a) The Master Developer will determine the boundaries of the Plots and the Master Community Facilities.
- (b) The Master Developer shall determine the methodology that is to be adopted to identify the boundary lines between Plots (including any Common Property) and the Master Community Facilities, which may differ between Plots.

### 12.3 Land Subdivision and Consolidation of Plots

- (a) Subject to **clause 12.4**, a Plot may be Subdivided into further Plots with the Approval of the Master Developer (which may be withheld in the Master Developer's absolute discretion) and following such Approval the Owners shall execute (and/or produce) all documentation necessary to give effect to such subdivision.
- (b) Two (2) or more Plots may be consolidated to form one (or more) further Plots with the Approval of the Master Developer (which may be withheld in the Master Developer's absolute discretion) and following such Approval the Owners shall execute (and/or produce) all documentation necessary to give effect to such consolidation.
- (c) Upon Registration of the plan to give effect to a Subdivision or consolidation of a Plot the owners of the newly created Plots shall become Owners.

### 12.4 Subdivision of Plots and Buildings in accordance with the Strata Title Law

- (a) A Plot or Building that contains multiple-ownership must be Subdivided in accordance with the requirements of the Master Developer and the Strata Title Law.
- (b) The nature of the required Subdivision will depend on the intended uses and ownership structure of the particular Plot or Building and may take the form of a Principal Strata Scheme or a single Strata Scheme (as considered appropriate by the Master Developer).
- (c) The Master Developer's Approval shall not be unreasonably withheld or delayed to a Subdivision if the following conditions are satisfied:
  - (i) the plans and specifications for Improvements or Alterations required to undertake such Subdivision are acceptable to the Master Developer;
  - (ii) the Owner fully complies with the requirements of the Real Property Register and Registers all required Strata Plans and Strata Management Statements (in the form approved by the Real Property Registrar);

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- (iii) Registration of the applicable Strata Plan and Strata Management Statement, and the creation of a Body Corporate;
- (iv) in relation to a Principal Strata Scheme, the creation of Principal Lots and a Principal Body Corporate;
- (v) the Owner fully complies with the requirements of all Applicable Laws (including the Strata Title Law);
- (vi) the Owner is not then a Defaulting Owner; and
- (vii) the Governance Documents for the Subdivision:
  - (A) comply with the Applicable Laws;
  - (B) reflect, to the extent applicable, the principles set out in this Declaration; and
  - (C) are in a form reasonably acceptable to the Master Developer.
- (d) The Owners shall prepare and execute all documentation necessary to give effect to any Subdivision and submit the same to the Master Developer for Approval in such form as required by the Master Developer.
- (e) The Subdivision of a Plot or Building will not result in a reduction in the aggregate Master Community Service Charges allocated to a Plot or Building.
- (f) Following the Registration of a Strata Scheme, joint and severable liability to pay the Master Community Service Charges shall be transferred to the relevant Body Corporate (or Principal Body Corporate if applicable) and the Owners of the Lots, in accordance with each Lot's entitlement at the time that title to the Lots are Registered on the Real Property Register.
- (g) The Master Developer may elect to send an invoice to the Body Corporate (or Principal Body Corporate, if applicable) on behalf of all Lot Owners or to Lot Owners directly. Notwithstanding the Master Developer's elected method of collection, the Body Corporate (or Principal Body Corporate, if applicable) and the Lot Owners are jointly and severally liable for the payment of such Master Community Service Charges to the Master Developer, and the Master Developer may elect to recover outstanding Master Community Charges from either the Body Corporate or the Lot Owners as it so desires.

## 12.5 Master Community Common Boundary Walls and Fencing

- (a) Where there is a common boundary between an Owner's Property and the Master Community Facilities, such common boundary walls and fences (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the relevant wall or fence) shall be located within (or deemed to be located within) the respective Owner's Property, and the responsibility and cost for the maintenance and repair of such common boundary walls and fences shall be the respective Owners.
- (b) The Owners shall maintain and repair all boundary walls and fences (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the relevant wall or fence) between an Owner's Property and the Master Community Facilities to the same type and standard as the original boundary walls or fences constructed between the Property and the Master Community Facilities, and at all times in accordance with the directions of the Master Developer.

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- (c) Subject to **clause 12.5(e)**, in the event that an Owner fails to maintain and repair any boundary walls or fences (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the relevant wall or fence) between an Owner's Property and the Master Community Facilities, the Master Developer may undertake such works at the cost of the Defaulting Owner in accordance with **clause 31**.
- (d) All Owners shall provide the Master Developer such rights of access as are reasonably required for the purpose of undertaking any repair and maintenance of the common boundary walls and fences between the Owner's Property and the Master Community Facilities in accordance with **clause 12.5(c)**, and shall be liable to compensate the Master Developer on an indemnity basis for all costs and Losses, including consequential loss, that it may sustain as a result of denial of such access or non-compliance with this clause generally.
- (e) Where the Master Developer intends to undertake any works in accordance with **clause 12.5(c)**, the Master Developer shall first provide the Owner with one (1) month's written notice requiring the Owner to undertake the works (except in the case of an emergency where no such notice will be required). Where the Owner does not undertake the works to the satisfaction of the Master Developer within such one (1) month period, the Master Developer may undertake the repairs and the Owner must reimburse the Master Developer for the cost of such works on demand.
- (f) For the avoidance of doubt, in the event that any damage to any common boundary wall or fence wherever located arising out of any causes emitting from the Owner's Property (such as water), the Owner of such Property shall be solely responsible for the cost of repairing or replacing such common boundary wall or fence notwithstanding any other provision contained in this Declaration.

## 12.6 Owners' Common Boundary Walls and Fencing

- (a) The Owners with a common boundary with an adjoining Plot shall be equally responsible for the maintenance and repair of any common boundary wall and fences between such Plots (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the relevant fence) to the same type and standard as the original boundary wall or fence constructed between the Plots.
- (b) The cost of any such repair and maintenance shall be contributed equally by the adjoining Owners unless any such repair arises as a result of damage by one of the Owners, in which case the entire cost of repair shall be met by that Owner. All Owners shall 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.
- (c) Where an Owner with a common boundary wants to compel an adjoining Owner to assist in repairing a common boundary wall or fence (including any foundation, foundation walls or support reasonably necessary for the support and maintenance of the relevant fence) and such repairs are reasonably required, the Owner shall provide one (1) 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, with the prior Approval of the Master Developer, undertake the repairs and demand and recover from

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the adjoining Owner, on whom the notice has been served, one-half (1/2) of the costs of repairing the common boundary wall or fence.

- (d) For the avoidance of doubt, in the event that any damage to any common boundary wall or fence between an Owner's Plot arising out of any causes emitting from the Owner's Plot (such as water), the Owner of the Plot where such cause is emitting from shall be solely responsible for the cost of repairing or replacing such common boundary wall or fence, notwithstanding any other allocation of costs under this **clause 12.6**.

## 12.7 Common Property

- (a) Subject to the provisions of this Declaration and the applicable Governance Documents, all Common Property within a Plot or Building may only be used by the Owners and the Occupiers (and their Invitees) for their permitted purpose.
- (b) Owners and Occupiers shall:
  - (i) ensure that all Common Property is Operated to the same or higher standard as the Master Community Facilities at all times; and
  - (ii) keep free and unobstructed all Common Property at all times and shall not place or store any items or personal items on the Common Property.
- (c) Notwithstanding **clause 12.7(b)**, the respective Body Corporate and the Master Developer may temporarily or permanently restrict all or any Owners and their Occupiers (and their Invitees) access to designated Common Property in the following circumstances:
  - (i) in the case of an emergency;
  - (ii) in the event that the Master Developer requires the utilisation of an area from which to carry out its administrative functions and fulfil its obligations under this Declaration; and/or
  - (iii) in the event that areas are required to be cordoned off in order to carry out works,

provided always, in respect of any permanent restriction, such restriction does not substantially and detrimentally affect the use and enjoyment of their Property by the respective Owners or Occupiers (or their Invitees) and provided such restriction does not prevent access to the Master Community Facilities and the Pedestrian Access Areas.

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# Master Community Facilities

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### 13 Master Community Facilities

#### 13.1 Designation of Master Community Facilities

- (a) There are a number of Master Community Facilities within the Master Community that are shared by the Owners and the Occupiers (and in many cases by the Invitees and members of the public). As at the date this Declaration takes effect, the key Master Community Facilities include (or shall following their construction includes) those areas and facilities depicted on the Master Community Facilities Plans.
- (b) For the avoidance of doubt, the Master Community Facilities include the following:
  - (i) the District Roads, curbs, pavements, islands separating the roads, street lighting and street Signage;
  - (ii) the Vehicular Tunnel;
  - (iii) the Infrastructure Service Tunnel;
  - (iv) the Landscaped Areas;
  - (v) the mosque;
  - (vi) bridges and pedestrian overpasses (once constructed);
  - (vii) parts or consumables used in the Operation of the Master Community Facilities;
  - (viii) (save where owned by a relevant Utility Service Provider) the Infrastructure, pipes, wires, cables and ducts which are connected to or form part of a Master Community Facility (excluding any of those items which are located within and exclusively service a Plot or a Building, which shall form part of such Plot or Building as applicable); and
  - (ix) Any other facility or area that the Master Developer determines to be designated as a Master Community Facility from time to time;

but excluding the Commercial Facilities and any area or facility that exclusively services a Plot or Building which shall form part of such Plot or Building, as determined by the Master Developer from time to time.

#### 13.2 Assets Register and Condition Reports

- (a) The Master Developer shall prepare and maintain an asset register that lists the Assets located within the Master Community Facilities (other than those incidental to the Operation of the Master Community) present in the Master Community from time to time.
- (b) The Master Developer shall further commission condition reports with respect to the Assets located within the Master Community Facilities to enable it to assess and monitor their state of repair and assist in the preparation of the Reserve Fund Forecast.
- (c) The cost of the Master Developer preparing and maintaining an Assets' register and commissioning condition reports is a Master Community Expense.

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### 13.3 Ownership of Master Community Facilities

Unless otherwise Dedicated to a Relevant Authority, the Master Community Facilities are owned by the Master Developer or the respective Utility Service Providers as determined by the Master Developer in its absolute discretion.

### 13.4 Conditional Master Community Facilities within DIFC Plots

- (a) There may from time to time be a number of areas and facilities located within the DIFC Plots that may be made available by the Master Developer from time to time for the shared use of the Owners and the Occupiers in the Master Community (and members of the public) at the Master Developer's sole discretion.
- (b) The Master Developer may from time to time designate any shared areas and facilities located within the DIFC Plots as Conditional Master Community Facilities, whereby such areas and facilities will be deemed to form part of the Master Community Facilities for the purpose of this Declaration during such periods of designation.
- (c) During the periods referred to in **clause 13.4(b)** any shared areas and facilities located within the DIFC Plots are designated as Conditional Master Community Facilities, the cost of Operating such areas and facilities shall be a Master Community Expense.
- (d) During the periods referred to in **clause 13.4(b)** any shared areas and facilities located within the DIFC Plots that are not designated as Conditional Master Community Facilities and are being used for commercial purposes by the Master Developer in its private capacity, shall be Operated at the expense of the Master Developer in its private capacity and shall not be a Master Community Expense.
- (e) In the event that the Master Developer elects to utilise the shared areas and facilities located within the DIFC Plots for commercial activities, all costs and expenses incurred and revenues derived in relation to the Operation of the commercialised areas and facilities are the sole responsibility of, and are for the exclusive benefit of, the Master Developer or its relevant affiliate acting in a private capacity and shall in no way be applied towards or against the Master Community Expenses.
- (f) In the event that the Master Developer elects to utilise the shared areas and facilities located within the DIFC Plots for commercial activities, the Master Developer shall reinstate such areas and facilities after such use before re-designating such areas as Conditional Master Community Facilities.

### 13.5 Alienation of Master Community Facilities

- (a) The Master Developer shall be entitled to Dedicate, Dispose or Lease the whole or any part of the Master Community Facilities to any Relevant Authority or third party at any time (including the Community Manager) without the need for the consent of any Owner provided always that the transferee of such Master Community Facilities shall be bound by this Declaration with respect to the Operation and availability of such Master Community Facilities.
- (b) The Master Developer need not furnish notice of such Dedication, Disposal or Lease to the Owners and all Owners consent to any such Dedication, Disposal or Lease. The Master Developer shall ensure that any alienation of a Master Community Facility will not affect the overall service quality of, or available facilities within, the Master Community.

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### 13.6 Use of Master Community Facilities

- (a) Subject to the provisions contained in this Declaration, the Master Community Facilities may be used by the Benefiting Owners (and their Owners, Occupiers and Invitees) only for their intended purpose and in accordance with this Declaration.
- (b) The Master Developer may determine from time to time which Owners will be designated as Benefiting Owners with respect to designated Master Community Facilities based on the location of the Owner's Plot or Building, and the availability of use or enjoyment of such Master Community Facility.
- (c) Unless otherwise determined by the Master Developer, all Owners will be considered to be Benefiting Owners with respect to the Master Community Facilities.
- (d) An Owner shall not conduct any private party or function within the Master Community Facilities without the prior Approval of the Master Developer, which Approval may be withheld or given subject to conditions, including the payment of fees and/or a security deposit.
- (e) An Owner shall supervise its Invitees' use of the Master Community Facilities and shall ensure that its Invitees comply fully with the Master Community Rules and the direction of the Community Manager (and its nominated Suppliers) when using the Master Community Facilities.

### 13.7 Master Developer may Grant Exclusive Use Rights

- (a) The Master Developer may from time to time grant to an Owner or Owners the exclusive use of designated Master Community Facilities either temporarily or permanently, provided always that such grant of exclusive use does not unreasonably affect other Owners' use and enjoyment of the Master Community Facilities.
- (b) Any exclusive use rights granted in accordance with **clause 13.7(a)** may be granted subject to such conditions as the Master Developer considers appropriate, including the obligation on the Owner to undertake the Operation of the designated area or facility at the Owner's cost.

### 13.8 Access to Master Community Facilities

- (a) Owners and Occupiers shall:
  - (i) not restrict or seek to restrict any other Owner's or Occupier's (or their Invitees') right of use of or access to the Master Community Facilities under this Declaration;
  - (ii) keep free and unobstructed all Master Community Facilities at all times and shall not place or store any items or personal items on the Master Community Facilities;
  - (iii) allow other Owners, Occupiers and members of the public to pass over or through any Public Access Easement (and, if applicable the Pedestrian Access Areas) within their Plot or Building (or other access ways as have previously been agreed with the Master Developer) to access the Master Community Facilities; and
  - (iv) comply with the directions of any Community Manager (and any appointed Supplier) in relation to the use of the Master Community Facilities.

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- (b) The Master Developer may temporarily or permanently restrict all or any Owners' and Occupiers' (and their Invitees') access to designated Master Community Facilities from time to time to repair, maintain or refurbish the Master Community Facilities, or should it consider that such restricted access is in the best interest of the Master Community.

### 13.9 Restricted Master Community Facilities

- (a) Although designated as Master Community Facilities, an Owner may not access any Restricted Master Community Facilities without the prior Approval of the Master Developer.
- (b) The Master Developer may lock or otherwise prevent access to the Restricted Master Community Facilities, as it considers necessary or desirable either on a temporary or permanent basis.
- (c) Should an Owner or an Occupier (or their respective Suppliers) access any Restricted Master Community Facilities, it shall strictly follow the directions of the Master Developer at all times.
- (d) Should an Owner or an Occupier (or their respective Suppliers) access any Restricted Master Community Facilities, it does so solely at its own risk and will indemnify the Master Developer and other Owners and Occupiers from and against any and all Losses that may in any way arise directly or indirectly from or otherwise in connection with accessing such Restricted Master Community Facilities.

### 13.10 Secured Areas

- (a) In addition to its powers under the Applicable Laws and subject to this Declaration, the Master Developer has the power to:
  - (i) close off or restrict access to parts of the Master Community Facilities and the Pedestrian Access Areas that do not give direct access to a Property;
  - (ii) restrict access to the areas within the Master Community Facilities and the Pedestrian Access Areas in the vicinity of which an Owner or an Occupier does not own or occupy a Property;
  - (iii) allow its appointed Suppliers to use parts of the Master Community Facilities and the Pedestrian Access Areas to Operate or monitor the security of the Master Community and, in doing so, exclude the Owners and the Occupiers from using these parts; and
  - (iv) make agreements with other persons to exercise its functions under this **clause 13.10** and in particular to manage the Security Access Device system, which may require the Owners to pay an additional administration fee for the provision and management of Security Access Devices.
- (b) Any additional or replacement Security Access Devices required by an Owner or an Occupier will be charged to the Owner or the Occupier at a fee determined by the Master Developer. An Owner or an Occupier may not copy the Security Access Devices or give a Security Access Device to someone who is not an Owner or an Occupier of its Property.
- (c) All the Security Access Devices belong to the Master Developer and the Owners or the Occupiers shall comply with the reasonable instructions of the Community Manager (or its appointed Supplier) regarding the Security Access Devices from time to time.

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- (d) Owners and Occupiers shall also:
  - (i) if required, promptly return the Security Access Devices to the Community Manager to be re-coded;
  - (ii) take all reasonable steps not to lose the Security Access Devices;
  - (iii) return the Security Access Devices to the Community Manager if they are no longer required, or if an Owner or an Occupier no longer owns or occupies the relevant Property; and
  - (iv) promptly notify the Community Manager if they lose a Security Access Device.

### 13.11 Altering Master Community Facilities

- (a) The Master Developer may, acting reasonably, do any of the following:
  - (i) change, extend, modify, replace, repair, renew or remove redundant Master Community Facilities;
  - (ii) convert any Master Community Facilities to Plots or Lots;
  - (iii) construct Commercial Facilities upon or within the Master Community Facilities; and/or
  - (iv) determine who the Benefiting Owners will be with respect to designated Master Community Facilities and the Relative Proportions apportioned to such Owners.

### 13.12 Responsibility for Master Community Expenses

Notwithstanding a Master Community Facility may be located within or accessed through a Plot or a Building, the Owner thereof is not required to incur any cost in Operating the Master Community Facility and such costs are Master Community Expenses.

### 13.13 Operation of Master Community Facilities

- (a) Master Community Facilities shall be Operated in accordance with the Master Developer's brand standards and only Suppliers Approved by the Master Developer may undertake any Operation work to the Master Community Facilities or any structural building works in the Master Community (including within a Property).
- (b) Notwithstanding the use of a Master Community Facility (including the use of an area or facility by the general public), unless or until (and save to the extent that) all or any part of the Master Community Facilities are formally Dedicated to a Relevant Authority (if ever), the Master Developer shall be responsible for arranging, supervising and monitoring the Operation of the Master Community Facilities.
- (c) Subject to the provisions contained in this Declaration, the Owners expressly authorise the Master Developer to undertake (or engage any Supplier to undertake) the Operation of the Master Community Facilities as may be necessary from time to time (as determined by the Master Developer).
- (d) Subject to **clause 13.13(e)**, the cost of Operating the Master Community Facilities shall be a Master Community Expense.
- (e) If any Operation of the Master Community Facilities is required as a result of the negligence of an Owner (or its Occupier or Invitee) or the use, other than for the usual or permitted use by an Owner (or its Occupier or Invitee), then the costs of the Master

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Developer undertaking such Operation of the Master Community Facilities shall be payable by the Defaulting Owner.

#### 13.14 **Damage to Master Community Facilities**

- (a) An Owner or an Occupier shall not:
  - (i) damage the Master Community Facilities;
  - (ii) interfere with the Operation of the Master Community Facilities;
  - (iii) use a part of the Master Community Facilities for private use without the Approval of the Master Developer; or
  - (iv) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the Master Community Facilities.
- (b) Owners and Occupiers shall:
  - (i) immediately notify the Community Manager if they know about damage to or a defect in the Master Community Facilities; and
  - (ii) compensate the Master Developer for any damage to the Master Community Facilities caused by the Owner or the Occupier, or their Invitees or persons carrying out works on their behalf.

#### 13.15 **Suspension of use of Master Community Facilities**

- (a) The Master Developer may suspend an Owner's and an Occupier's (and their Invitees') use of the Master Community Facilities in the event that:
  - (i) the Owner fails to pay all monies due and payable to the Master Developer under this Declaration by the due date for payment; and/or
  - (ii) the Owner breaches its obligations under this Declaration and fails to rectify such breach upon notice within the period specified in such notice,
 for such period that such breach is subsisting.
- (b) Any suspension of the use of the Master Community Facilities pursuant to **clause 13.15(a)** is without prejudice to any other right of action of the Master Developer in respect of any breach of the Owner's obligations pursuant to this Declaration.

#### 13.16 **Master Community Facilities Refurbishment**

- (a) The Master Developer shall, as part of the Budget preparation process for each Operating Year, consider the state of the whole of the Master Community Facilities (as constructed at such time). If the Master Developer decides to carry out Enhancements, Upgrading or Redevelopment Works to the Master Community Facilities it will engage suitable Suppliers to prepare detailed plans for the Enhancements, Upgrading or Redevelopment Works to the Master Community Facilities, including costing and funding arrangements.
- (b) If the Master Developer resolves to implement the detailed plans under this **clause 13.16**, the Master Developer shall arrange for the obtaining of any approvals required by the Relevant Authorities for the undertaking and completing of the Enhancements, Upgrading or Redevelopment Works, and shall engage Suppliers as necessary to complete such works. The cost of all Enhancements, Upgrading or Redevelopment

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Works shall be a Master Community Expense payable by the Owners by way of the Master Community Service Charges or the Special Master Community Charges, as determined by the Master Developer.

#### 13.17 Capital Repair and Maintenance

- (a) The Master Developer shall ensure that it is financially prepared to fund any capital repairs or replacement of the Master Community Facilities or Enhancements. Accordingly, the Master Developer shall, at intervals determined appropriate by the Master Developer, prepare or procure the preparation of a Reserve Fund Forecast to determine the amount that needs to be raised and held in the Reserve Fund for such capital repair and replacement and Enhancements.
- (b) The Master Developer shall review the Reserve Fund Forecast from time to time at intervals determined appropriate by the Master Developer to determine whether the Reserve Fund Forecast remains relevant, whether any adjustments to the Master Community Service Charges are necessary to ensure that there are sufficient funds in the Reserve Fund to pay for the capital repair and replacement of the Master Community Facilities and the cost of all Enhancements, and whether it is necessary to commission a further Reserve Fund Forecast.

#### 13.18 Emergency Repairs

- (a) The Owners expressly authorise the Master Developer to undertake (and engage any Supplier to undertake) any Emergency Repairs to the Master Community Facilities, and any Emergency Repairs within a Property.
- (b) The costs of the Master Developer undertaking any Emergency Repairs shall be payable by the Owner whose Property required the repair unless:
  - (i) the Emergency Repairs are in respect of the Master Community Facilities whereby, subject to **clause 13.18(c)**, the cost of the Emergency Repairs shall be a Master Community Expense; or
  - (ii) the Emergency Repairs are in respect of damage caused to a Property as a result of damage to or failure of a Master Community Facility whereby, subject to **clause 13.18(c)**, the cost of the Emergency Repairs shall be a Master Community Expense.
- (c) If the Emergency Repairs are required as a result of the negligence of an Owner (or its Occupier or Invitee) or the use, other than for the usual or permitted use, by an Owner (or its Occupier or Invitee), the costs of the Master Developer undertaking any Emergency Repairs shall be payable by the Defaulting Owner.
- (d) For the purpose of this **clause 13.18**, a reference to the damage to a Property is a reference only to any building structure within the Property and does not include a reference to the Owners' (or their Occupiers') personal or movable items which remain the responsibility of each Owner and/or Occupier (as applicable) to adequately insure.

#### 14 Commercial Facilities

- (a) The Master Developer reserves the right (for and on behalf of itself and any of its affiliates) to construct and maintain Commercial Facilities within the Master Community and make such facilities available to the Owners and the Occupiers (and the general public), upon payment of charges or membership fees, and upon such terms and conditions as imposed by the Master Developer from time to time.

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- (b) The Master Developer may construct and maintain Commercial Facilities within the Master Community Facilities in its absolute discretion and to the extent such Commercial Facilities provide a benefit to the Master Community, the Master Developer may, in its absolute discretion, elect not to raise Master Community Service Charges against the Plots upon which the Commercial Facilities are located.
- (c) All costs and expenses incurred and revenues derived in relation to the Operation of the Commercial Facilities are the sole responsibility of, and are for the exclusive benefit of, the Master Developer or its relevant affiliate acting in a private capacity and shall in no way be applied towards or against the Master Community Expenses.

## 15 Master Community Car Parking

- (a) A coordinated car parking strategy for the Master Community may be implemented by the Master Developer at its sole discretion and no Owner or Occupier may object to the development and implementation of any such car parking strategy.
- (b) As part of any car parking strategy, the Master Developer may issue car parking directives which shall apply to all car parks and car park operations within the Master Community (including within Plots and Buildings). All Owners and Occupiers must comply with all car park directives issued by the Master Developer.
- (c) The Master Developer may from time to time designate DIFC Plots, Development Plots or Undeveloped Plots (or any part thereof) as DIFC Car Parking Plots which may be made available on either a permanent or temporary basis for car parking, upon such terms as determined by the Master Developer in its absolute discretion, including on a fee paying basis collected by the Master Developer (or the RTA on behalf of the Master Developer).
- (d) Notwithstanding the designation of any DIFC Plot, Development Plot or Undeveloped Plots (or any part thereof) as a DIFC Car Parking Plot, the Master Developer may re-designate and develop such Plot at any time in its absolute discretion, including removing all or any car parking from such Plot.
- (e) All costs and expenses incurred and revenues derived in relation to the Operation of the DIFC Car Parking Plots are the sole responsibility of, and are for the exclusive benefit of, the Master Developer or its relevant affiliate acting in its private capacity and shall in no way be applied towards or against the Master Community Expenses.

## 16 Master Community Transport Network

### 16.1 Arterial Roads and District Roads

- (a) The Master Community Road Network comprises the Arterial Roads which have been (or shall be) Dedicated to the Relevant Authorities and the District Roads which shall form part of the Master Community Facilities.
- (b) For all traffic and access related issues within the Master Community, the Owners and the Occupiers shall comply with this Declaration and the directions of the Relevant Authorities and the Master Developer (and any nominated Supplier appointed to Operate the relevant parts of the Master Community Road Network).

### 16.2 Vehicular Tunnel

- (a) The Vehicular Tunnel is a carriageway providing direct access of vehicles for loading and unloading materials and goods to the Plots connected to the Vehicular Tunnel.

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Vehicular traffic enters the Vehicular Tunnel via a secure and controlled entry at the south of the Master Community.

- (b) The Vehicular Tunnel is designated as a Master Community Facility and the Master Developer is responsible for the Operation of the Vehicular Tunnel to the standard required by the Master Developer.
- (c) Only those Plots which are serviced by the Vehicular Tunnel may use it and accordingly the Vehicular Tunnel is designated for the exclusive use of the Master Developer and such Benefiting Owners.
- (d) The Benefiting Owners of the Vehicular Tunnel must only deliver goods to their Buildings and Lots via the Vehicular Tunnel and must not deliver goods via the Master Community Road Network, unless otherwise Approved by the Master Developer.
- (e) The Benefiting Owners must pay a contribution towards the expenses of Operating the Vehicular Tunnel as part of their Master Community Service Charges.
- (f) The Master Developer reserves the right to restrict an Owner's (or its Occupiers') access to the Vehicular Tunnel in the event that the Owner has failed to pay its Master Community Service Charges or is otherwise in breach of its obligations under this Declaration.
- (g) All Owners and Occupiers must strictly comply with all rules, regulations, codes, manuals and directions issued by the Master Developer (or its nominee) with respect to the use of the Vehicular Tunnel from time to time, including rules relating to allocating designated delivery slots and the like.

### 16.3 **Infrastructure Service Tunnel**

- (a) The Infrastructure Service Tunnel is located above the Vehicular Tunnel and serves to carry Utility Services and Infrastructure to Plots connected to the Infrastructure Service Tunnel.
- (b) The Infrastructure Service Tunnel is designated as a Master Community Facility and the Master Developer is responsible for the Operation of the Infrastructure Service Tunnel to the standard required by the Master Developer.
- (c) Only the Plots serviced by the Infrastructure Service Tunnel may use it and accordingly the Infrastructure Service Tunnel is designated for the exclusive use of the Master Developer and such Benefiting Owners.
- (d) The Benefiting Owners must pay a contribution towards the expenses of Operating the Infrastructure Service Tunnel as part of their Master Community Service Charges.
- (e) The Master Developer reserves the right to restrict an Owner's (or its Occupiers') access to the Infrastructure Service Tunnel in the event that the Owner has failed to pay its Master Community Service Charges or is otherwise in breach of its obligations under this Declaration.
- (f) All Owners and Occupiers must strictly comply with all rules, regulations, codes, manuals and directions issued by the Master Developer (or its nominee) with respect to the Infrastructure Service Tunnel from time to time.

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# Pedestrian Access Areas and Public Access Easements

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## 17 Pedestrian Access Areas and Public Access Easements

### 17.1 Designation of Pedestrian Access Areas

- (a) There are a number of pedestrian access areas located within the DIFC Plots (and such other Plots as may be determined by the Master Developer and agreed in the Sales Documentation or Lease, as the case may be) that have been designated by the Master Developer as Pedestrian Access Areas and made available for the shared use of the Owners, the Occupiers, their Invitees and members of the public.
- (b) The Pedestrian Access Areas are fundamental to the ethos of connectivity and accessibility throughout the Master Community and the strategic intent of the Master Plan and provide a focal point to the entire Master Community by providing pedestrian connectivity throughout the community.
- (c) Notwithstanding the fact that the Pedestrian Access Areas form part of the Plots or the Buildings in which they are located (and are owned by the Master Developer or the respective Plot Owners and Building Owners), such areas are to be treated for the purpose of this Declaration as Deemed Master Community Facilities and the cost of Operating the Pedestrian Access Areas is a Master Community Expense.
- (d) The Master Developer shall be responsible for the designation of all Pedestrian Access Areas throughout the Master Community and may remove or alter a Pedestrian Access Area from time to time.
- (e) The Master Developer may add additional Pedestrian Access Areas either within a DIFC Plot or in any Development Plot, the design, construction and the Operation of which shall form part of the Sales Documentation (or Lease, as the case may be) for that Development Plot.

### 17.2 Obligations of Owners and Occupiers in relation to Pedestrian Access Areas

- (a) All Owners and Occupiers must fully implement the Master Developer's requirements in relation to the Pedestrian Access Areas and comply with all rules, regulations, codes, manuals and directions issued by the Master Developer with respect to the use and the Operation of the Pedestrian Access Areas from time to time.
- (b) The Pedestrian Access Areas shall be open to the Owners and the Occupiers and to members of the general public during such times as determined by the Master Developer and the Owners must not seek to restrict or prevent pedestrian access over their Plots and Buildings to the Pedestrian Access Areas at any time that the Pedestrian Access Areas are open, without the express written Approval of the Master Developer (except in the case of an emergency).
- (c) Subject to the Master Developer's rights under **clause 17.3**, no Owner or Occupier may build over, obstruct, remove or otherwise adversely affect any Pedestrian Access Area, and the Master Developer shall be entitled to replace, reinstate and rebuild any Pedestrian Access Area at the cost of the Owner who removed, obstructed or otherwise detrimentally affected such Pedestrian Access Area, and such Owner shall be liable to compensate the Master Developer on an indemnity basis for all costs and Losses, including consequential loss, that the Master Developer may sustain as a result of such action.

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### 17.3 **Master Developer's Rights in Relation to Pedestrian Access Areas**

- (a) Notwithstanding the Pedestrian Access Areas are located within the Plots, the Master Developer is responsible for the Operation of the Pedestrian Access Areas and the cost of such Operation shall be a Master Community Expense.
- (b) The Master Developer shall be responsible for determining (and enforcing) the manner in which the Pedestrian Access Areas will be Operated on an ongoing basis (including the services that must be made available to such Pedestrian Access Areas from adjoining Properties) and the cost allocation applicable to the Operation of each Pedestrian Access Area.
- (c) The Master Developer shall have the right to make and enforce the Master Community Rules in relation to the use and Operation of the Pedestrian Access Areas including, without limitation, the times that such Pedestrian Access Areas shall be open to the public.
- (d) The Master Developer is entitled to hold public events and other activities within the Pedestrian Access Areas and no other Owner may object to such use of the Pedestrian Access Areas.
- (e) The Master Developer (or Plot Owner or Building Owner if applicable) is entitled to sell, lease or license any part of its Plot or Building for commercial or retail purposes (including the Pedestrian Access Areas) provided that pedestrian access over the Pedestrian Access Areas remains available) and no other Owner may object to such sale, lease or licence.
- (f) The Master Developer may at any time vary and/or relocate the Pedestrian Access Areas within the DIFC Plots in its absolute discretion.
- (g) All expenses incurred and revenues derived from the retail or commercial use of the Pedestrian Access Areas by the Master Developer are the sole responsibility and/or property (as the case may be) of the Master Developer.

### 17.4 **Contribution to Cost of Operation of Pedestrian Access Areas**

- (a) Owners with Beneficial Use of a Pedestrian Access Area (as determined by the Master Developer) must pay a contribution towards the expense of Operating the Pedestrian Access Areas as part of their Master Community Service Charges. For the avoidance of doubt, if the Master Developer considers that a Pedestrian Access Area benefits all Owners, Occupiers and their Invitees, then all Owners shall be required to contribute to the cost of such Pedestrian Access Area.
- (b) The Master Developer reserves the right to restrict an Owner's (or its Occupiers') access to the Pedestrian Access Areas in the event that such Owner has failed to pay its Master Community Service Charges.
- (c) To the extent that the Pedestrian Access Areas are connected to any Utility Services and separate metering is not possible, or the Utility Service Provider is unable or unwilling to charge the Master Developer directly for such Utility Services, then the Master Developer shall pay to the affected Owner the reasonable cost of such Utility Services provided to the Pedestrian Access Areas (or a fair proportion of the total Utility Services should separate metering not be available) either directly, or by way of a credit towards the Owner's Master Community Service Charges.

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## 17.5 Designation of Public Access Easements

- (a) There are a number of access easement areas within the Plots and the Buildings that have been designated by the Master Developer in the Master Plan as Public Access Easements that are required by the Master Developer to be made available for the shared use of the Owners, the Occupiers, their Invitees and members of the public.
- (b) The Public Access Easements are essential to achieve pedestrian connectivity and accessibility throughout the Master Community and provide public connectivity to the Pedestrian Access Areas.
- (c) Notwithstanding the Public Access Easements are required to be made available for the shared use of the Owners, the Occupiers, their Invitees and members of the public, the Plot Owner or the Building Owner remains solely responsible for the cost of Operating the Public Access Easements, which must be undertaken in accordance with the requirements of the Master Developer.

## 17.6 Obligations of Owners and Occupiers in relation to Public Access Easements

- (a) All Owners (and Occupiers) must fully implement the Master Developer's requirements in relation to the Public Access Easements within its Plot or Building, and comply with all rules, regulations, codes, manuals and directions issued by the Master Developer with respect to the use and Operation of the Public Access Easements from time to time.
- (b) The Owners of the Plots and the Buildings in which the Public Access Easements are located must keep the Public Access Easements open to other Owners, Occupiers and members of the general public during such times as determined by the Master Developer and must not seek to restrict or prevent pedestrian access over the Public Access Easements located within their Plots and Buildings at any time without the express written Approval of the Master Developer (except in the case of an emergency).
- (c) No Owner or Occupier may build over, obstruct, remove or otherwise adversely affect any Public Access Easements, and the Master Developer shall be entitled to replace, reinstate and rebuild any Public Access Easements at the cost of the Owner or Occupier who removed, obstructed or otherwise detrimentally affected such Public Access Easements and such Owner or Occupier shall be liable to compensate the Master Developer on an indemnity basis for all costs and Losses, including consequential loss, that the Master Developer may sustain as a result of such action.

## 17.7 Access Through Buildings

- (a) Subject to the provisions contained in **clause 17.7(b)**, the Master Developer may require that the Public Access Easements extend through the Building to encourage the key permeability ethos of the Master Community.
- (b) The Owner of a Building shall at all times be entitled to determine the areas through which the public may pass and may limit access to such areas of the Building as the Owner considers appropriate, provided always that reasonable pedestrian access is made available to the public through the entrance and exit ways within the Building, during the times nominated by the Master Developer.

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- (c) Notwithstanding the Master Developer may require that the Public Access Easements extend through the Building, the Owner shall remain at all times solely responsible for the cost of Operating the Building and the Master Developer shall not be required to make a contribution towards the costs of the Operation of the Building whatsoever.

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# Provision and Use of Infrastructure and Utility Services

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## 18 Delivery and Use of Utility Services

### 18.1 Supply of Utility Services

- (a) Each Owner shall be responsible for the cost of the Utility Services (including both consumption and connection charges thereto) provided to its Property and shall promptly pay the Utility Services Provider for such services, in accordance with the requirements of the Utility Services Provider.
- (b) If required, the Owners will enter into a separate agreement with the Master Developer or its nominated Utility Service Provider with respect to the provision of Utility Services to their Property.
- (c) In the event that any of the Utility Services are provided to an Owner or an Occupier directly by the Master Developer, the Owner or the Occupier shall settle any such consumption or usage charges on demand.

### 18.2 Supply of Utility Services to Master Community Facilities

Utility Services provided to the Master Community Facilities by the Master Developer and/or the Utility Service Providers are provided in accordance with agreements entered into between the Master Developer and the nominated Utility Service Providers and are Master Community Expenses.

### 18.3 District Cooling Plant and Network (Chilled Water)

- (a) Chilled Water is supplied to the Master Community by the Chilled Water Supplier as a Commercial Facility.
- (b) The Owners shall be connected to and utilise the Chilled Water Network provided to the Master Community by the Chilled Water Supplier and shall not use any other means of air-conditioning their Property in any other manner unless Approved by the Master Developer (whose Approval may be withheld in its absolute discretion).
- (c) The cost of Chilled Water provided to the Master Community Facilities (including any applicable capacity charge) is a Master Community Expense payable by the Owners, in accordance with their Relative Proportions.
- (d) The cost of Chilled Water provided to a Property (including any applicable connection charges, capacity charges, consumption charges and any billing and administrative charges) is payable by the Benefiting Owners directly to the Chilled Water Supplier at the prevailing market rates.
- (e) The Master Developer and the Chilled Water Supplier may require the Owners and the Occupiers (including Body Corporates) to enter into an end-user agreement with the Chilled Water Supplier with respect to the provision of the Chilled Water to their respective Property (and where applicable, the Common Property) in the form required by the Chilled Water Supplier.

### 18.4 Utility Services not separately metered

In the case of Utility Services which are not separately metered, the Master Developer may resolve to install separate metering, the costs of which shall be payable by the Benefiting Owners in accordance with their Relative Proportions in respect of such Utility Service, or as otherwise determined by the Master Developer. The Master Developer may raise a Special Master Community Charge in accordance with this Declaration to fund such installation.

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#### 18.5 Access to the Master Community Utility Infrastructure

The Owners and the Occupiers shall ensure that reasonable access to the Master Community Utility Infrastructure is made available to the Master Developer and the Utility Service Providers (or their respective nominees) to enable the reading of meters and the servicing of the Master Community Utility Infrastructure, and no Owner or Occupier may obstruct or prevent access to such Master Community Utility Infrastructure at any time.

#### 18.6 Ownership of the Master Community Utility Infrastructure

- (a) To the extent that the ownership of any Master Community Utility Infrastructure has been Dedicated or otherwise transferred to a Relevant Authority or Utility Service Provider (with or without the land upon which such Master Community Utility Infrastructure is located upon) then that Master Community Utility Infrastructure is owned by the Master Developer or the Utility Service Providers (as applicable) and does not form part of the Master Community Facilities, the Plots, the Buildings or the Lots, notwithstanding such services may be located within the Master Community Facilities, the Plots, the Buildings or the Lots (including above or below ground level).
- (b) The provision of the Master Community Utility Infrastructure specified in **clause 18.6(a)** is to the benefit of the Owners and the Occupiers, and the providers of such Utility Services shall be provided such rights as may be necessary by the Owners and the Occupiers to enable the Master Community Utility Infrastructure to be located within a Property, and readily accessed by the Master Developer and the Utility Service Providers from time to time.
- (c) No fee shall be payable by the Master Developer or any Utility Service Providers in consideration for the rights granted pursuant to **clause 18.6(b)**, and the Master Developer and Utility Service Providers will not be required to contribute to any costs of the Utility Services that may service the areas in which the Utility Infrastructure is located.

#### 18.7 Operation of Master Community Utility Infrastructure

- (a) **Schedule 5** contains a matrix that outlines which party is responsible for the Operation of each element of the Master Community Utility Infrastructure. The matrix shall be updated by the Master Developer from time to time.
- (b) The party responsible for each element shall Operate the Master Community Utility Infrastructure to the standard required by the Master Developer so as to ensure the integrated and efficient provision of Utility Services to the Master Community.

#### 18.8 Disconnection of Supply

Subject to all the Applicable Laws, the Master Developer and/or the Utility Service Providers may disconnect the supply of Utility Services to a Property (or any part thereof) if an Owner has not paid the Master Developer and/or the Utility Service Providers its Utility Service costs, when due and payable.

#### 18.9 Other Utility Services

To the extent that the Master Developer specifies any other suppliers of Utility Services for the Master Community, the Owners shall obtain such Utility Services from the nominated Utility Service Providers.

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#### 18.10 **Exclusive Services**

An Owner 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 Master Community Facilities, and the Owner is responsible for the cost of the on-going repair and maintenance of such Exclusive Services.

### 19 **Water, Waste, Energy and any Environmental Management Conditions**

#### 19.1 **Environmental Management Conditions**

- (a) The Owners shall comply with this Declaration, all Applicable Laws, and the requirements of any Relevant Authority with respect to any water, waste, energy and environmental management conditions and the decisions of the Master Developer in relation to these matters.
- (b) The Master Developer shall ensure that as far as reasonably practicable, the Master Community Facilities are maintained in a safe manner and without risks to health of all persons using the Master Community Facilities.
- (c) The Owners and the Occupiers shall comply with any requirements of the Relevant Authorities to maintain any environmental rating applicable to the Master Community (or any part thereof) from time to time where such requirements are mandatory under the Applicable Laws.
- (d) The Owners shall take positive steps to ensure that Utility Services supplied to the Master Community Facilities and the Properties are used economically and in a way that it sustainable to the environment, including where possible through:
  - (i) the use of separate metering;
  - (ii) the issue of guidelines for minimising use and wastage; and
  - (iii) the provision of disincentives for any failure to observe those guidelines.

#### 19.2 **Building Management System, Fire/Life System and Security System**

- (a) To ensure the effective monitoring, control and management of the Master Community, the Master Developer may, but is not obliged to, install a central control centre. If installed, it is proposed that the central control centre shall monitor the Fire/Life Systems and the Security System of every Building within the Master Community, through a central Building Management System Operated by the Master Developer, at the cost of the Benefiting Owners.
- (b) Each Building Owner must ensure that its Building has an operating building management system that can be integrated with or communicate with the Master Community's Building Management System if required by the Master Developer.

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# Planning and Construction

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## 20 Planning and Construction

### 20.1 Construction Guidelines

In addition to regulations and guidelines issued by the Relevant Authorities and subject to the Applicable Laws, the Master Developer may issue the Construction Guidelines to control and administer development within the Master Community, including guidelines to deal with the matters contained in **clauses 20.2 and 20.3**.

### 20.2 Planning Approvals

- (a) In addition to regulations and guidelines issued by the Relevant Authorities and subject to the Applicable Laws, the Master Developer shall 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:
- (i) the review and approval of design plans and specifications;
  - (ii) the issuance of planning permits, building permits and/or licences;
  - (iii) the design and positioning of all parking and landscaping;
  - (iv) inspections;
  - (v) the issuance of completion certificates in respect of building works;
  - (vi) the levy and collection of fees for the provision of the above services; and
  - (vii) the enforcement of any and all planning and building controls, laws, rules and regulations applying to the Master Community from time to time, including the Construction Guidelines.
- (b) The Master Developer may delegate its responsibilities under this **clause 20.2** in its absolute discretion to another Relevant Authority or third party Supplier, whereby the Owners shall communicate directly with such nominee for such delegated matters.

### 20.3 Construction Activities

- (a) The Master Developer shall ensure coordination and integration of construction activities within the Master Community including:
- (i) physical site management, arrival and departure of materials, plant, equipment and labour, the location and storage of materials, positioning of site and sales offices, hoarding and other movable structures;
  - (ii) ensuring each Owner constructs any necessary Containments through which Utility Services for the Master Community Facilities and other Buildings in the Master Community may be conducted;
  - (iii) generally ensuring proper integration of the Buildings with adjacent development;
  - (iv) generally ensuring proper integration of the Buildings with the Building Management System, the Security System and the Fire/Life System;
  - (v) Approving construction and design and development programs, in particular, to ensure the correct and timely interfacing of the Buildings constructed on a Plot with adjacent Buildings;

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- (vi) arranging the provision of all necessary Utility Services to the boundary of a Plot or a Building;
  - (vii) review and oversight of the Building Management System within each Building constructed in the Master Community;
  - (viii) review and oversight of the integration and connection of the Building Management System, the Fire/Life System and the Security Systems; and
  - (ix) master planning.
- (b) The Master Developer may delegate its responsibilities under this **clause 20.3** in its absolute discretion to another Relevant Authority or third party Supplier, whereby the Owners shall communicate directly with such nominee for such delegated matters.

#### 20.4 Letters of No Objection

- (a) If Letters of No Objection are required to be issued with respect to development works proposed to be undertaken within the Master Community (or any other matter), the Master Developer shall be authorised and shall have the right to administer the issuance of Letters of No Objection.
- (b) The Master Developer may charge fees for the issuance of Letters of No Objection, which fees shall be solely determined by the Master Developer from time to time in accordance with market practices.
- (c) The Master Developer may delegate its responsibilities under this **clause 20.4** in its absolute discretion to another Relevant Authority or third party Supplier, whereby the Owners shall communicate directly with such nominee for such delegated matters.

#### 20.5 Construction of Improvements

Each Owner:

- (a) shall submit its designs and plans for any Improvements (including architectural and engineering designs and specifications) for the Master Developer's (or its nominee's) prior Approval (which Approval shall not be unreasonably withheld or delayed);
- (b) is responsible at its sole cost and expense, to procure all necessary licences, approvals and permits, as applicable, from the Master Developer and from all Relevant Authorities, as may be necessary to construct and fit out the Buildings constructed on its Plot;
- (c) shall construct and fit out the Buildings constructed on its Plot strictly in accordance with:
  - (i) the Construction Guidelines;
  - (ii) the planning and building control regulations of the Relevant Authorities from time to time; and
  - (iii) the Approval of the Master Developer issued in accordance with **clause 20.5(a)**; and
- (d) shall, promptly after completion of the construction of its Improvements on its Plot, provide to the Master Developer a full set of "as-built" plans and specifications (together

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with such other plans and specifications as required by the Master Developer) in the format reasonably requested by the Master Developer.

#### 20.6 **Inspections**

The Master Developer may (but is not obliged to) inspect any building works from time to time to ensure that such works are being undertaken in accordance with **clause 20.5**, and Owners shall promptly rectify any breaches or non-compliance notified by the Master Developer.

#### 20.7 **Integration of Construction Activities**

The Master Developer shall seek to ensure integration of works to the Plots and the Buildings and the Master Community Facilities. In carrying out any such works, each Owner shall be required to:

- (a) construct any necessary Utility Service conduits through which Utility Services for the Master Community Facilities and other Properties in the Master Community may be conducted, as required by the Master Developer and notified to the Owner from time to time;
- (b) generally ensure proper integration of the Buildings with adjacent development; and
- (c) grant the Master Developer and the Owners of other benefiting Properties such reasonable rights of access to enable the repair and maintenance of such Utility Services from time to time.

#### 20.8 **Subsequent Alterations**

- (a) An Owner or an Occupier shall not undertake any Alterations to any Improvements to its Property without the prior Approval of the Master Developer. The granting or withholding of Approval shall be at the discretion of the Master Developer exercised in the best interests of the Master Community and neighbouring Owners.
- (b) Notwithstanding any Approval granted by the Master Developer, no Owner or Occupier may commence any Alterations until it has obtained consent from the Relevant Authorities and has provided a copy of such consents to the Master Developer.

#### 20.9 **Additional GFA**

- (a) Each Property in the Master Community has a designated Maximum Permitted GFA as determined by the Master Developer.
- (b) When constructing a Property or undertaking any Alterations to a Property, the Owner may not exceed the Maximum Permitted GFA without the prior written Approval of the Master Developer, which Approval may be withheld in the Master Developer's absolute discretion.
- (c) Should the Master Developer Approve any increase to the Maximum Permitted GFA, the Master Developer may grant such Approval subject to such conditions as it so determines appropriate in its absolute discretion, including charging the Owner an amount payable to the Master Developer in respect of the increase in the Maximum Permitted GFA, at such rate as determined by the Master Developer from time to time.
- (d) Any amounts received by the Master Developer in respect of the increase in the Maximum Permitted GFA of a Property, shall be received by the Master Developer in its personal capacity and shall not be considered revenue of the Master Community or be used to off-set Master Community Expenses.

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## 20.10 Architectural Approval Process and Landscaping Approval Process

- (a) The Architectural Approval Process and the Landscaping Approval Process (and the Architectural Guidelines and the Landscaping Guidelines issued by the Master Developer from time to time) are binding on all Owners and Occupiers (and all others undertaking Works or Landscaping Works within the Master Community) and:
  - (i) contain important details and information and various requirements, responsibilities and obligations regarding the Master Community, including:
    - (A) the architectural and landscaping standards to be applied and complied with across the Master Community as a whole; and
    - (B) the changes that may be made to the Property and the process of obtaining the Approval for proposed changes;
  - (ii) are intended to preserve the integrity and reputation of the Master Community as a premier residential and mixed-use master community; and
  - (iii) may be amended from time to time by the Master Developer to take into account the evolving nature of the Master Community, provided always that such amendments are in the best interests of the Master Community.
- (b) The Owners and the Occupiers shall comply at all times with the Architectural Approval Process and the Landscaping Approval Process and shall promptly rectify any non-compliance notified to it by the Master Developer.

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# Easements and Rights of Access

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## 21 Easements and Rights of Access

### 21.1 Master Developer's Right of Access

- (a) Each Owner shall allow and irrevocably authorises the Master Developer (and its nominees) to enter its Property (including any Common Property) at all reasonable times, upon reasonable notice (except where Emergency Repairs are necessary, in which case no notice is required) to perform its functions and exercise its rights under this Declaration.
- (b) No Owner may charge the Master Developer any fee for providing access to its Property.

### 21.2 No Obstruction

- (a) All Owners shall keep free and unobstructed all Master Community Facilities, Pedestrian Access Areas and Public Access Easements at all times, including any areas designated as access ways, fire access areas, service roads and the like.
- (b) An Owner shall (subject to the provisions contained in this Declaration):
  - (i) maintain, repair, refurbish and/or reinstate its Property as necessary, and use all reasonable commercial endeavours to ensure that all other Owners' rights to the continuous supply of Utility Services are maintained and protected at all times; and
  - (ii) not undertake any works to its Property whatsoever that may detrimentally affect any other Owners' rights to the continuous supply of Utility Services under this Declaration;
  - (iii) maintain its Podium (including all areas designated as a Public Access Easement) and any entrance, driveway and parking areas in good order and repair, in conformation with all covenants, conditions and restrictions affecting the Property, in a manner which is consistent with the terms and provisions of this Declaration; and
  - (iv) maintain any area between its Property and the Master Community boundary and the road kerb, in accordance with the directions of the Master Developer.
- (c) Nothing contained in **clause 21.2(b)** shall have the effect of requiring any Owner to undertake works to the Master Community Facilities and the Pedestrian Access Areas, unless otherwise required to do so under this Declaration.

### 21.3 Easements and Covenants in favour of Owners and Occupiers

Every Benefiting Owner (and its Occupiers and Invitees) shall have the right and non-exclusive easement of use, access and enjoyment in and to the Master Community Facilities and the Pedestrian Access Areas for which it is a Benefiting Owner, subject to **clause 21.7** and to its due observance and performance of the provisions of this Declaration (including the payment provisions) and the Master Community Rules. In particular, but without prejudice to the generality of the foregoing, the following rights are granted to each Benefiting Owner (and its Occupiers and Invitees):

- (a) full right and liberty at all times by day or by night to pass and re-pass over and along the roads and pathways and the Pedestrian Access Areas within the Master Community Facilities for which it is a Benefiting Owner and to use the open areas of the Master Community Facilities for their intended purpose;

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- (b) free and uninterrupted passage and running of all Utility Services to its Property through, over and under the Master Community Utility Infrastructure, as deemed necessary by the Master Developer or any Relevant Authority and in such manner and position as may from time to time be reasonably required;
- (c) where applicable, if the entrances, driveways, parking areas, private access ways to a Property are shared, reciprocal appurtenant easements of right of way shall be created for the benefit of the Owner, the Master Developer and all other Owners to which such entrance, driveways, laneways, parking areas, private access ways are appurtenant. The Owners 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 re-pass on, over, through and along such entrances, driveways, laneways, parking areas, private access ways for the purposes of ordinary access, ingress, egress and parking. This easement is subject to such reasonable security arrangements and regulations as may be imposed by the Owner responsible for such entrance, driveway, laneway, parking area and private access ways from time to time;
- (d) where there are any service roads across multiple Plots, the Plot Owners of each Plot which contains part of the service road agree that the Master Developer shall Operate that service road for the mutual benefit of such Plot Owners and at the shared cost of such Plot Owners. The Master Developer shall in particular have the right to make and enforce rules and incur expenses on behalf of each such Plot Owner in respect to:
  - (i) repairing, maintaining and replacing where necessary any part of the service road including any sidewalk and the pavement;
  - (ii) street lighting;
  - (iii) cleaning and waste removal;
  - (iv) maintaining clear access along the service road and into the adjoining Buildings; and
  - (v) the parking of motor vehicles;
- (e) where applicable, if any of the Podiums and parking areas in the Master Community adjoin and share a common access, the Plot Owners agree that there shall be reciprocal appurtenant easements of encroachment for the maintenance and use of any encroachment between the Plots and appurtenant properties so affected. No compensation for the right of use shall be payable or received;
- (f) a non-exclusive easement of access, ingress and egress shall be created in favour of the Master Developer and the general public in relation to each Public Access Easement, which the relevant Owner must keep open to the general public during such hours as determined by the Master Developer from time to time (and such easement shall be Registered against the title to such Building by the Master Developer); and
- (g) the right to subjacent and lateral support in respect of each Property, the Master Community Facilities, the Pedestrian Access Areas or any part thereof, from each Property or part thereof capable of providing support.

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#### 21.4 Easements and Covenants in favour of the Master Developer

In addition to the Public Access Easements, the Master Developer shall have the following easements appurtenant to the land upon which the Master Community Facilities (or any part thereof) are located burdening each and every Property (where applicable):

- (a) interfacing of the Building(s) with adjacent Buildings to be imposed on each Owner by the Master Developer;
- (b) access to all persons at all times as determined by the Master Developer to go, pass over and along the Podium areas, roads and pavements of their Property, and to use the open areas of their Property for their intended purpose;
- (c) full rights of access to the Property at any time as necessary for the purpose of constructing, removing, altering, maintaining and repairing the Master Community Facilities, the Pedestrian Access Areas or the Master Community Utility Infrastructure supplying them, including works to address any matter which poses a risk to the well-being of the Owners and the Occupiers or the environment of the Master Community;
- (d) free and uninterrupted passage for all Utility Services to be conveyed across a Property in order to supply and Operate the Master Community Facilities, the Pedestrian Access Areas or as otherwise deemed necessary by the Master Developer;
- (e) full rights (but not an obligation) of access to a Property at any time as necessary for the purpose of constructing, removing, altering, painting, maintaining and repairing any fencing, boundary wall or other dividing walls or structures (including their respective foundations or supports) that are adjacent to either a DIFC Plot or a Property owned or leased by the Master Developer, the Master Community Facilities or the Pedestrian Access Areas; and
- (f) the right of unimpeded access to provide emergency services.

#### 21.5 Minor Encroachments

Each Owner consents to any Minor Projections or Encroachments from the Master Community Facilities over the boundary of its Property.

#### 21.6 Benefit of Easements and Covenants

- (a) Each Property 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 each Owner, and shall pass with each and every part of the Property and shall apply to and bind the legal heirs, successors in title, mortgagees in possession and permitted successors or assigns of the Owner, and each of which shall constitute covenants running with the land between the respective Owners of the appurtenant Property.
- (b) Each of the obligations, easements or restrictions reserved or granted in this Declaration shall exist in perpetuity and shall be appurtenant to the land comprising the Master Community Facilities and such other Property as so determined by the Master Developer from time to time.

#### 21.7 Acknowledgment

Access to some Master Community Facilities and Pedestrian Access Areas may at times (or permanently) not be safe or appropriate, or may be restricted for commercial, environmental

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protection or practical reasons or due to the nature of the design of the Master Community. The Master Developer shall at all times have the right to:

- (a) restrict or prohibit access to certain areas within the Master Community Facilities and the Pedestrian Access Areas; and
- (b) provide the Master Community Rules from time to time at the Master Developer's sole discretion for access and such other Master Community Rules as are necessary to ensure safe and orderly passage through the Master Community Facilities and the Pedestrian Access Areas (where applicable). Each Owner agrees to be bound by the Master Community Rules and procure that all of its Occupiers are aware of and comply with them.

#### 21.8 Indemnity

All Owners shall provide such rights of access and passage as are reasonably required to the Master Developer or each other for the purpose of compliance with this Declaration 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 any denial of such rights.

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# Insurance

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## 22 Insurance

### 22.1 Master Developer's Insurance Requirements

- (a) The Master Developer shall effect and maintain adequate and appropriate Insurances for the Master Community Facilities (and where applicable, the Pedestrian Access Areas) as considered appropriate by the Master Developer.
- (b) All Insurance policies:
  - (i) are to be effected with a reputable insurer of sound financial standing duly licensed to underwrite the relevant risks in the UAE; and
  - (ii) shall be for the full replacement value of the Master Community Facilities and include a specific allowance for the removal of debris (or as otherwise recommended by the insurers appointed by the Master Developer).
- (c) No Owner may seek to have the interest of any mortgagee noted on the Insurance policies required to be effected and maintained by the Master Developer pursuant to this **clause 22.1**.
- (d) The Master Developer shall review the respective Insurances from time to time as considered appropriate by the Master Developer.

### 22.2 Apportionment of Insurance Costs

All premiums of Insurance policies required to be effected and maintained by the Master Developer pursuant to **clause 22.1** are Master Community Expenses and are to be paid by the Owners in their Relative Proportions or as otherwise determined by the Master Developer.

### 22.3 Master Community Facilities Damage or Destruction

In the event that the Master Community Facilities are destroyed or damaged, the Master Developer will, from the Insurance monies available (and to the extent this may be insufficient, from contributions from the Owners in the proportions determined by the Master Developer), 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 Master Developer or as may be required by any Relevant Authority.

### 22.4 Certain Insurances Designated as Master Community Core Services

- (a) To ensure that appropriate Insurance arrangements are maintained for the Master Community (including the Properties), the Master Developer may from time to time designate that the Insurance of designated areas, facilities and/or risks are a Master Community Core Service, whereby such Insurances shall be obtained by the Owners with insurers nominated or Approved by the Master Developer.
- (b) In the event that the Master Developer designates that the Insurance of designated areas, facilities and/or risks are a Master Community Core Service, the Master Developer shall notify the relevant Owners and the Owners shall vary their Insurance arrangements to reflect such arrangements.

### 22.5 Owner's Required Insurance

- (a) Subject to **clause 22.4**, each Owner shall at its sole cost and expense effect and maintain adequate and appropriate Insurances for their Property. For the avoidance of doubt, the Insurance of a Lot by a relevant Body Corporate shall be considered as

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compliance by the Lot Owner of such Insurance obligation, provided however that the Master Developer may impose on Lot Owners an obligation to obtain adequate contents insurance for the fixtures and fittings within their Properties.

- (b) All Insurance policies:
  - (i) are to be effected with a reputable insurer of sound financial standing duly licensed to underwrite the relevant risks in the UAE, Approved by the Master Developer in the name of the Owner;
  - (ii) shall be maintained without cost to the Master Developer;
  - (iii) shall be for the full replacement value of the Property (as applicable) and include a specific allowance for the removal of debris; and
  - (iv) comply with all Applicable Laws, including where applicable, the Strata Title Law.
- (c) With respect to all Insurance policies required to be effected and maintained by the Owners pursuant to this **clause 22.5**:
  - (i) not later than ten (10) Business Days prior to the expiration date of each Insurance policy required under this Declaration, Owners shall deliver to the Master Developer an insurance certificate or other evidence satisfactory to the Master Developer of that policy's renewal. Owners shall also immediately upon the request at any time of the Master Developer, furnish to the Master Developer's service provider (as applicable) certificates of Insurance evidencing the existence of all policies taken out under this clause;
  - (ii) all such Insurance policies shall contain:
    - (A) an endorsement providing that the Master Developer shall receive at least ten (10) Business Days' prior written notice of any material modification, reduction or cancellation thereof;
    - (B) an endorsement providing that no act, omission or negligence of any Occupier or Owner shall affect the validity or enforceability of the Insurance policy insofar as the Owner is concerned;
    - (C) a waiver of subrogation against the Master Developer; and
    - (D) deductibles which are no larger than is customary for similar policies covering similar properties and risks in the geographic market in which the Property is located.
- (d) Each Owner shall:
  - (i) promptly pay the premiums for all policies required under this Declaration as they become due and payable;
  - (ii) have their Property valued at least once every three (3) years (or more frequently if determined by the Master Developer) for insurance purposes by a qualified valuer who has a minimum of five (5) years' experience, including experience in valuing properties such as the Owner's Property for Insurance purposes;
  - (iii) insure its Property for the sum determined by the valuer or quantity surveyor (or a higher sum if determined by the Master Developer);

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- (iv) ensure that an appropriate allowance is incorporated in the amount of cover under the Insurances to allow for cost increases which may occur during the period of the Insurances; and
- (v) review their Insurances from time to time but not less than once in every two (2) year period.
- (e) If any Owner fails to maintain any of the Insurances required under this Declaration, then the Master Developer shall have the right (but not an obligation) to give the Defaulting Owner written notice of such default and specifying the particulars of it. The Owner upon receiving such a notice shall have a period of ten (10) days in which to cure such default. If the Defaulting Owner does not cure such default within the ten (10) day period, the Master Developer may (but is not obliged to) then take out any such policy of Insurance and invoice the Defaulting Owner for the expense incurred.

## 22.6 **Damage or Destruction of Property**

- (a) In the event of a Building (including all mechanical, electrical or other systems; civil and structural works; utilities works; fences and boundary walls and telecommunication equipment) being destroyed or damaged (in whole or in part), the Owner or Owners shall promptly repair and/or reconstruct such Buildings in accordance with the applicable provisions of this Declaration.
- (b) The Owner or Owners shall proceed to repair or replace (as applicable) the Building as soon as practical given the nature of the damage or destruction and shall ensure that the Building is secure and not cause harm, nuisance or interference to other Owners and Occupiers of adjoining Property or otherwise to Owners and Occupiers utilising the Master Community Facilities and the Pedestrian Access Areas.

## 22.7 **Payment of Master Community Service Charges During Damage or Destruction**

For the avoidance of doubt, an Owner shall continue to be liable to pay Master Community Service Charges during any period of total or partial damage to its Property, unless otherwise determined by the Master Developer.

## 22.8 **Additional Insurance Provisions**

- (a) All monies received by the Master Developer in settlement of any claim under the Insurances maintained by the Master Developer pursuant to this **clause 22** will be paid into the General Fund and held until distributed or expended in accordance with **clause 22.3**.
- (b) The Master Developer is not under any obligation to ensure that Owners comply with this **clause 22** and will not have any liability in the event of an Owner's non-compliance with this **clause 22**.
- (c) Each Owner indemnifies and holds harmless the Master Developer and each other Owner from and against any and all Losses in any way arising directly or indirectly from or otherwise in connection with the Owner's breach of its obligations under this **clause 22**.

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## 22.9 Insurance not to be Voided

An Owner or an Occupier shall not at any time do, permit, omit or suffer to be done, committed or omitted any act, matter or thing in the Master Community, or bring or keep anything in the Master Community which may render any Insurance policy required to be effected and maintained by the Master Developer or that Owner, void or voidable or increase the cost of any such Insurance unless, in the latter case, the relevant Owner promptly pays any such additional cost.

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# Use, Maintenance and Disposition of Plots, Buildings and Lots

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## 23 Use of Plots, Buildings and Lots

### 23.1 Permitted Use

- (a) Owners and Occupiers shall not use any Property for any purposes other than the use prescribed by:
  - (i) their respective Sales Documentation (or Lease, as the case may be);
  - (ii) any guidelines or directives issued by the Master Developer from time to time in accordance with this Declaration;
  - (iii) the Master Plan;
  - (iv) the Master Community Rules;
  - (v) the Construction Guidelines;
  - (vi) the Governance Documents for the Property; and
  - (vii) the Applicable Laws and requirements of the Relevant Authorities.
- (b) An Owner or an Occupier shall not change the use of its Property without the prior Approval of the Master Developer. The granting or withholding of Approval shall be in the discretion of the Master Developer exercised in the best interests of the Master Community and neighbouring Owners.

### 23.2 Licensing

- (a) Each Owner and Occupier undertaking a commercial activity in the Master Community shall obtain and maintain all necessary Licences from the Relevant Authorities in accordance with the Applicable Laws and shall provide a copy of such Licence to the Master Developer prior to taking possession of its Property, except to the extent it is otherwise exempt from holding such Licence by the Relevant Authorities and has provided evidence of such fact to the Master Developer.
- (b) All Owners and Occupiers shall comply with the conditions of their Licence and the requirements of the Relevant Authorities for so long as they undertake the activity permitted by such Licence.

### 23.3 Retail Strategy

- (a) The Master Developer intends to develop a strategy for the management, administration, zoning, marketing, control and appearance of all Retail Units within the Plots and the Buildings to ensure that high standards of retail areas are preserved for the benefit of the Master Community and to ensure a consistent retail experience throughout the Master Community (the "**Retail Strategy**").
- (b) Once finalised, the Retail Strategy shall be provided by the Master Developer to the relevant Owners and Occupiers of Retail Units, and all such Owners and Occupiers must strictly comply at all times with the provisions contained in the Retail Strategy.
- (c) The Retail Strategy may be updated from time to time by the Master Developer in accordance with international best practice and all updates shall be provided to the relevant Owners and Occupiers of Retail Units by the Master Developer in accordance with the notice procedure set out in this Declaration.

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- (d) No Plot, Building or Retail Unit may be sold or leased unless the Owner has first obtained Approval from the Master Developer which may be withheld in the event that the Retail Strategy has not been complied with by the relevant Owner.

#### 23.4 Number of Invitees

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

### 24 Maintenance Responsibility

#### 24.1 Owner Responsible for Own Property

- (a) Each Owner shall at its own cost:
- (i) properly Operate and keep in a state of good and serviceable repair its Property (excluding in respect of any Master Community Core Services provided directly by the Master Developer in accordance with this Declaration);
  - (ii) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper Operation and the support of any part of the Master Community (to the extent those structures, conduits, machinery, equipment and other things or services are located within its Property, and to the extent they are not Master Community Facilities) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other things or services are regularly inspected, maintained, repaired and kept in a sound, structural, fully Operational and working condition; and
  - (iii) properly Operate any fixtures or fittings which may, if not properly Operated, have an adverse impact on the proper functioning or general appearance or amenity of the Master Community Facilities or the Pedestrian Access Areas or cause nuisance to any other Owners or Occupiers.
- (b) In carrying out its functions under this **clause 24.1**, each Owner shall take into account the requirements set out in the Architectural Approval Process, the Landscaping Approval Process (and where applicable, the Construction Guidelines), the Facility Management and Health and Safety Guidelines and Requirements issued and updated by the Master Developer from time to time and comply with all Applicable Laws and any applicable requirements and regulations of any Relevant Authority. Copies of the prevention maintenance contracts, certificates and reports must be sent to the Master Developer in accordance with the Facility Management and Health and Safety Guidelines and Requirements or upon the Master Developer's request (as the case may be).

#### 24.2 Reduce Disturbance

Owners shall carry out their maintenance, repair, refurbishment and replacement obligations under this Declaration in such a manner so as to cause as little disturbance as reasonably possible to the other Owners' and Occupiers' lawful use or quiet enjoyment of their Property or their use of the Master Community Facilities and the Pedestrian Access Areas.

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## 24.3 Appearance and Maintenance of Façades, Terraces and Balconies

### 24.3.1 Owners Responsible for Maintenance

Each Owner is responsible for the day to day cleaning, repair and general maintenance of the Façades, the Terraces and the Balconies within its Property in accordance with **clause 24.1**.

### 24.3.2 No Structural Works

An Owner shall not carry out (nor allow any Occupier to carry out) any structural works on its Terrace or Balcony nor otherwise alter a Façade, Terrace or Balcony in any manner without the prior Approval of the Master Developer (whose Approval may be withheld in its absolute discretion) including:

- (a) the attaching of any item;
- (b) the erection of any structure;
- (c) the enclosure or partial enclosure of any part of a Terrace or Balcony;
- (d) the installation of any screening, awnings, pergolas or the like; and/or
- (e) the painting or resurfacing of any surface of a Façade, Terrace or Balcony, including any walls or balustrades.

### 24.3.3 Maintenance of Façades, Terraces and Balconies

In addition to the obligations contained in **clause 24.1**, an Owner shall:

- (a) clean, maintain and paint (where applicable) the surface of all Façades, Terraces and Balconies within its Property in accordance with the directions of the Master Developer and to the standards commensurate to the standard of the Master Community Facilities;
- (b) not penetrate the surface of a Façade, Terrace or Balcony in any way;
- (c) not attach any item to any surface of a Terrace or Balcony, including to any wall or balustrade; and/or
- (d) not use any chemicals or cleaning solvents of a corrosive nature that may affect the waterproof membrane of the Façade, the Terrace or the Balcony.

### 24.3.4 Items on the Façades, Terraces and Balconies

- (a) An Owner shall not, (and shall ensure that any Occupier does not) without the prior Approval of the Master Developer (whose Approval may be withheld in its absolute discretion), place any item on a Terrace or Balcony which is visible from the exterior 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:

- (A) on, or attached to, the internal or external walls of the Façade, the Terrace or the Balcony including on any balustrade; or

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- (B) that extend over the height of the balustrades or that are visible from the Master Community Facilities and the Pedestrian Access Areas or other Property within the Master Community;
- (v) washing or laundry items;
- (vi) satellite dishes, aerials, electronic devices, air conditioning units or equipment or external stereo equipment (including external speakers and wiring); and/or
- (vii) additional external lighting and/or security devices.
- (b) An Owner shall ensure that any item placed on a Terrace or Balcony shall:
  - (i) be appropriately weighted so as not to be affected by wind; and
  - (ii) not overload the Terrace or the Balcony or otherwise impact upon the structure of the Building(s) in which the Property is located.
- (c) An Owner shall not, (and shall ensure that any Occupier does not), use the Terrace or Balcony for the storage of any items or goods.

#### 23.3.5 Barbeques on Terraces or Balconies

Except as Approved by the Master Developer and approved in writing by the Relevant Authorities (whose Approval or written approval may be withheld in their respective absolute discretion), an Owner shall not (and shall ensure that any Occupier does not) place any barbeque or cooking equipment of any nature on a Terrace or Balcony.

#### 24.4 Failure of an Owner to Carry out its Maintenance Obligations

- (a) If an Owner is in breach of or does not carry out its obligations under **clause 24.1** or, in the opinion of the Master Developer, an Owner has not carried out such obligations properly, then the Master Developer may do anything reasonably necessary for the purpose of fulfilling the requirements of **clause 24.1**, including:
  - (i) carrying out work on the Owner's Property and to do anything the Owner has failed to do under **clause 24.1** (including removing any offending items); and/or
  - (ii) enter the Owner's Property with or without Suppliers, tools and equipment and remain there for the necessary period of time for that purpose.
- (b) In exercising its rights under this **clause 24.4**, the Master Developer shall:
  - (i) ensure that all work is done properly;
  - (ii) cause as little interference as practical to any Owners and Occupiers of the Property;
  - (iii) cause as little damage as possible to the Property and any Improvements on it; and
  - (iv) if damage is caused, restore the Property as nearly as practicable to the condition it was in before the damage occurred.
- (c) Except where Emergency Repairs are required, the Master Developer shall:

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- (i) before exercising its rights under **clause 24.4(a)** and **clause 24.4(b)**, by written notice, give the relevant Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out such obligation; and
- (ii) give the relevant Owner reasonable notice of intention to enter the Property.
- (d) The costs of the Master Developer undertaking any works in accordance with this **clause 24.4** shall be a debt payable by the Defaulting Owner to the Master Developer on demand.

## 25 Master Community Rules

### 25.1 Compliance with the Master Community Rules

- (a) In addition to the requirements in this Declaration, the Owners and the Occupiers shall also comply (and shall ensure that their Invitees comply) with all Master Community Rules as reasonably determined by the Master Developer from time to time and the directions of the Master Developer (and its nominees).
- (b) The Master Developer may from time to time, make further (or vary the) Master Community Rules to assist in the proper Operation of the Master Community, including the Properties, the Master Community Facilities and the Pedestrian Access Areas. When the Master Developer makes or varies the Master Community Rules it shall take into account the nature of the Master Community and the various Owners' and Occupiers' interests.

### 25.2 Service of Master Community Rules

All the Master Community Rules (or variations to the Master Community Rules) made by the Master Developer shall be made in writing and served upon the Owners.

### 25.3 Effect of Master Community Rules

A Master Community Rule (or variation to a Master Community Rule) made by the Master Developer applies as though it is set out in full in this Declaration.

### 25.4 Application and Enforcement of Master Community Rules

The Master Developer shall apply and enforce the Master Community Rules throughout the Master Community, provided always that the Master Developer may waive the application or enforcement of one or more Master Community Rules against one or more Owners (or their Occupiers and/or Invitees) in certain circumstances, as it deems appropriate, at its discretion. Any such waiver to apply or enforce a Master Community Rule against an Owner (or their Occupiers and/or Invitees) does not prevent the Master Developer from applying or enforcing that Master Community Rule(s) against other Owners (or other Occupiers and/or Invitees).

### 25.5 Construction Guidelines

Any Construction Guidelines issued by the Master Developer pursuant to this Declaration shall be deemed to take the same effect as if such Construction Guidelines are Master Community Rules.

## 26 Disposition and Leasing of Property

- (a) No Owner may enter into any Disposal of its Property (or part thereof), unless all of the following conditions have been fulfilled:

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- (i) the Owner is not then a Defaulting Owner;
  - (ii) where applicable, the Transferee has any necessary Licence (or shall have such Licence upon the Registration of the transfer of ownership) or is otherwise exempt from holding such Licence by the Relevant Authority and has provided evidence of such fact to the Master Developer;
  - (iii) the Owner or the Transferee has paid the Master Developer the Clearance Certificate Fee and has obtained a Clearance Certificate and a Letter of No Objection;
  - (iv) the Owner has made known to the Transferee the contents of this Declaration; and
  - (v) the form of the transfer documentation complies with the requirements of this Declaration and all Applicable Laws.
- (b) When a person or entity becomes an owner of a Property it will automatically become an Owner and be bound by the provisions of this Declaration, and when it ceases to be an owner of a Property it will automatically cease to be an Owner, but will continue to be jointly and severally liable with its heirs, personal Representatives, successors and/or permitted assigns for the due performance of its obligations under this Declaration until any procedures provided in or by the Master Developer, and/or this Declaration in respect of the transfer of the Owner's interest in the Property are fully complied with.
- (c) No Owner may enter into any Lease (or other agreements for the use and occupation) of its Property (or part thereof), unless all of the following conditions have been fulfilled:
- (i) the Owner is not then a Defaulting Owner;
  - (ii) where applicable the proposed Occupier has obtained all requisite Licences (or shall have such Licence prior to taking possession of the Property (or part thereof)) or is otherwise exempt from holding such Licence by the Relevant Authority and has provided evidence of such fact to the Master Developer;
  - (iii) the Lease documentation includes provisions requiring the Occupier to comply with this Declaration; and
  - (iv) the form of the Lease documentation complies with the requirements of the Governance Documents, this Declaration and all Applicable Laws.
- (d) Notwithstanding the granting of any Lease, the Owner remains solely responsible for complying with the provisions of this Declaration including ensuring that its Occupier and Invitees comply with the provisions of this Declaration. The Owner shall rectify or otherwise cure any breach by its Occupiers and Invitees.
- (e) For the avoidance of doubt, in the event an Owner is a corporate entity, any Change of Control of the Owner shall be deemed to be a Disposition of the Property and prior to such change, the Owner shall be required to deliver a notice, duly signed by all the directors of such entity, to the Master Developer informing it of the anticipated change of shareholding and to obtain a Letter of No Objection in respect of it.
- (f) The Owner and the Transferee (or the Occupier, as applicable) indemnifies, keeps indemnified and holds harmless the Master Developer and the other Owners against any and all Losses whatsoever incurred and/or suffered by the Master Developer and the other Owners as a result of any Disposal or Lease conducted otherwise than in

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strict accordance with this **(a) 26**, and in respect of any Losses incurred or otherwise arising from any breach of the obligations contained in this Declaration by the Occupiers and/or the Invitees.

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# Master Community Service Charges and Other Charges

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## 27 Master Community Service Charges

### 27.1 Service Charge Zones

- (a) For the purpose of ensuring the fair and equitable allocation of the Master Community Expenses, the Master Developer may designate Service Charge Zones to assist in identifying and allocating Master Community Expenses to Properties which benefit from various Master Community Facilities and Pedestrian Access Areas (or benefit to a greater or lesser degree in relation to other Properties).
- (b) From time to time, certain Master Community Facilities and Pedestrian Access Areas may benefit all Owners and Properties while the benefit of other Master Community Facilities and Pedestrian Access Areas may be restricted to only some Properties. In addition, the availability of the Master Community Facilities and the Pedestrian Access Areas may change over time as the development of the Master Community continues.
- (c) The Master Developer has the right to change and update the Service Charge Zones and the allocation of the Master Community Expenses between the Service Charge Zones and between the Owners within the Service Charge Zones, as it deems necessary from time to time, to reflect the Beneficial Use by the Owners of the relevant Properties.
- (d) The Master Developer may determine that it is appropriate for an Owner within a Service Charge Zone to only start to contribute to the Master Community Expenses with respect to the Master Community Facilities and the Pedestrian Access Areas on and from the date such Owner first has the Beneficial Use of the respective Master Community Facility, as determined by the Master Developer.

### 27.2 Determination of Relative Proportions

- (a) The Master Developer shall be the sole determinant of the Relative Proportions and may from time to time apply weightings to particular uses or locations within the 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 and to reflect the equitable distribution of costs between Properties based upon their draw on the resources of the Master Community and the Beneficial Use of the Master Community Facilities and the Pedestrian Access Areas.
- (b) The Master Developer may, but is not obliged to, appoint an independent expert to assist the Master Developer with determining the Relative Proportions in accordance with **clause 27.2(a)**.
- (c) The Relative Proportions may be varied by the Master Developer on an annual basis and the Owners acknowledge that the Relative Proportions may change from time to time, due to changes of use, re-development or refurbishment of Buildings, and as additional Master Community Facilities and Pedestrian Access Areas are added to the Master Community.
- (d) The Owners shall accept the Master Developer's determination of the Relative Proportions.

### 27.3 Owner to Pay Master Community Service Charges

- (a) Each Owner shall contribute to the Master Community Expenses in their Relative Proportions.

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- (b) Master Community Service Charges payable by the Owners will comprise a contribution to the General Fund and a contribution to the Reserve Fund.
- (c) Each Owner's Master Community Service Charges will be calculated by reference to the Relative Proportion attributable to the Owner's Property in respect of the Master Community Expenses.

#### 27.4 **Master Developer to pay Master Community Service Charges**

Subject to **clause 11.4** in respect of DIFC Plots, Development Plots and Undeveloped Plots owned by the Master Developer, the Master Developer shall be liable to pay the Master Community Service Charges with respect to those Plots within the Master Community it has developed and not yet sold and continues to own as an Owner acting in a private capacity in the same manner as if such Plots were owned by third party Owners.

#### 27.5 **Withdrawal of Services**

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

#### 27.6 **Operating Account**

- (a) The Master Developer shall open and maintain the Operating Account.
- (b) All Master Community Service Charges and other fees received under or by virtue of this Declaration shall be separated from the funds received by the Master Developer acting in its private capacity.

#### 27.7 **Establishment of General Fund and Reserve Fund**

- (a) The Master Developer shall establish two (2) funds being:
  - (i) a General Fund; and
  - (ii) a Reserve Fund.
- (b) The Master Developer shall pay into the General Fund:
  - (i) the portion of the Master Community Service Charges relating to the General Fund Expenses received from the Owners; and
  - (ii) other payments the Master Developer receives from Owners and third parties, including:
    - (A) by way of Clearance Certificate Fees;
    - (B) for the provision of Security Access Devices and passes and the like; and
    - (C) by way of discharge of Insurance claims effected by the Master Developer under this Declaration.

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## 27.8 Preparation of the Budget

- (a) For each Operating Year, the Master Developer shall, no later than the date that is one (1) month before the last day of the Operating Year:
  - (i) prepare the proposed Budget for the next Operating Year; and
  - (ii) calculate the amount that each Owner will be responsible to pay to the General Fund and the Reserve Fund for the next Operating Year, in accordance with **clause 27.11**.
- (b) Notwithstanding **clause 27.8(a)**, the Master Developer may prepare separate budgets for any Plots, Buildings or Service Charge Zones identified by it as requiring separate financial treatment and issue Supplementary Master Community Service Charges in respect of these areas.
- (c) The Budget shall be based on the Master Developer's reasonable estimate (and give reasonable details and include itemised estimated monetary requirements and expenditures) of the costs of Operating the Master Community (including the Pedestrian Access Areas) and providing the Master Community Core Services for the next Operating Year, 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 Master Developer determines as appropriate.
- (d) The Budget shall also contain itemised details as far as reasonably possible to ascertain:
  - (i) each General Fund Expense or matter for which each Owner is responsible to contribute;
  - (ii) each Owner's Relative Proportion of each Master Community Expense or matter that it is responsible to contribute; and
  - (iii) the amount of such Relative Proportion and the Owners' contributions to the General Fund and the Reserve Fund.
- (e) In the event that the Master Developer fails for whatever reason to include in any Operating Year a sum expended or liability incurred during that Operating Year, the Master Developer may include the sum or the amount of the liability in the Budget for any subsequent Operating Year.

## 27.9 Application of Payments

The Master Developer shall deposit all amounts received from the Owners into the Operating Account and must apply:

- (a) all amounts attributable to the General Fund Expenses to the General Fund; and
- (b) all amounts attributable to the Reserve Fund Expenses to the Reserve Fund.

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## 27.10 Preparation of Financial Statements

- (a) The Master Developer shall, in respect of each Operating Year, prepare the financial statements for that Operating Year not later than the date that is four (4) months after the last day of that Operating Year.
- (b) The Master Developer shall arrange for the independent auditing of the financial statements as soon as practicable after their preparation.
- (c) The audited financial statements prepared by the Master Developer shall be conclusive evidence of all matters of fact referred to in it.

## 27.11 Payments by Owners

- (a) As soon as possible prior to the commencement of the next Operating Year, the Master Developer shall provide each Owner with a Payment Notice. The Payment Notice may provide the following (where relevant):
  - (i) details of the amount that the Owner is required to contribute to the General Fund and the Reserve Fund for the next Operating Year;
  - (ii) details of any Supplementary Master Community Service Charges;
  - (iii) a breakdown of the Owner's Master Community Service Charges;
  - (iv) the due date for payment of the Owner's Master Community Service Charges; and
  - (v) any other information that the Master Developer considers appropriate for inclusion.
- (b) The Master Developer shall be entitled to include a contingency in the Budget to allow for any delay in the payment of the Master Community Service Charges.
- (c) The Owners shall pay the Master Community Service Charges specified in the Payment Notice to the Master Developer, without deduction or set off, on or before the due dates for payment specified in the Payment Notice or accompanying letter.
- (d) The Owners' Master Community Service Charges shall be payable in respect of each Operating Year quarterly in advance or as otherwise determined by the Master Developer from time to time, by no later than the date/s specified in the Payment Notice or accompanying letter, as determined by the Master Developer.
- (e) The Master Developer shall determine the method by which the Master Community Service Charges are payable with respect to the Buildings that are Subdivided, and whether a Payment Notice will be issued to each Body Corporate established for a Building that has been Subdivided, with the Body Corporate (or Body Corporates) entrusted with the responsibility of collecting the Master Community Service Charges from the individual Lot Owners on the Master Developer's behalf, pursuant to arrangements to be agreed with the Master Developer, or whether a Payment Notice will be issued to individual Owners of Lots directly by the Master Developer.

## 27.12 Surplus Funds

- (a) In the event that the Master Community Service Charges paid by the Owners to the General Fund in accordance with the Budget for the previous Operating Year are

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greater than the payments made from the General Fund, as confirmed by an auditor licensed to operate in the DIFC, the Master Developer may:

- (i) transfer such surplus to the Reserve Fund; and/or
- (ii) credit the surplus funds to the relevant Owners in Relative Proportions for which such funds were paid by the Owners and offset such surplus against Master Community Service Charges attributable to the General Fund payable by such Owners for the Operating Year following the current Operating Year or in any future Operating Year, provided the period to credit the surplus funds to the relevant Owners does not exceed two (2) years from when the said surplus was identified by the Master Developer pursuant to **clause 27.10**.

#### 27.13 Review of Usage

- (a) Where the Relative Proportions have been calculated on the basis of estimated usage, a review of such usage may be undertaken by the Master Developer when considered appropriate to confirm that the Relative Proportions substantially reflect the actual usage by the Benefiting Owners.
- (b) Should the Relative Proportions be substantially different to the percentages of actual use, the Master Developer may adjust the Relative Proportions to reflect the estimated proportionate usage and equitable distribution of the Master Community Expenses or to accord with the actual use, if determinable.

#### 27.14 Special Master Community Charges

- (a) If at any time during the Operating Year the Master Developer determines that an amount on account of the Master Community Expenses is or will become due and payable but cannot be paid because the amounts held in the General Fund or the Reserve Fund (as applicable) are insufficient to allow the payment of such amount or such payment will result in the Master Developer being unable to pay other Master Community Expenses when due and payable, then the Master Developer may raise a Special Master Community Charge from the Owners to fund the shortfall.
- (b) Should the Master Developer raise a Special Master Community Charge, the Master Developer shall forward a Payment Notice to each Owner that specifies:
  - (i) the details of the event that has given rise to the need to raise the Special Master Community Charge;
  - (ii) the amount that the Owner is required to contribute to the Special Master Community Charge and the basis for such contribution;
  - (iii) the due date for payment of the Owner's contributions to the Special Master Community Charge; and
  - (iv) any other information that the Master Developer considers appropriate for inclusion.
- (c) The Owners shall pay to the Master Developer the Owner's contribution to the Special Master Community Charge specified in the Payment Notice, without deduction or set off on or before the due dates for payment specified in the Payment Notice (being a date no earlier than twenty (20) Business Days from the date of the Payment Notice).

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#### 27.15 Special Arrangements

- (a) Notwithstanding the foregoing provisions of this **clause 27**, the Master Developer may at its discretion make special arrangements for Master Community Service Charges assessed in respect of certain Properties (or groups of Properties) of a similar nature within the Master Community.
- (b) For example, the Master Developer may grant an Owner of a Plot an exemption from the Master Community Service Charges or a discount where the business activity being conducted on the Plot is to the benefit of the Master Community or where the Master Developer is directed to do so by a Relevant Authority.

#### 27.16 Emergency Funding

- (a) If at any time there are insufficient monies in the General Fund and/or the Reserve Fund to fund the Operation of the Master Community Facilities and the Pedestrian Access Areas due to a delay in the payment of any Master Community Service Charges by the Owners (or for any other reason), the Master Developer may elect to provide Emergency Funding to fund the shortfall and enable the Master Community Facilities and the Pedestrian Access Areas to continue to Operate.
- (b) If the Master Developer elects to provide Emergency Funding in accordance with **clause 27.16(a)**, the Master Developer shall be entitled to receive compensation on the amount of the Emergency Funding advanced for the period that the Emergency Funding is provided.
- (c) The Master Developer shall 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 27.16(b)**), until such time as the Emergency Funding (and such compensation) is repaid in full to the Master Developer. The amount repayable shall constitute a debt payable by the Defaulting Owners to the Master Developer.

#### 27.17 Defaulting Owner

- (a) If an Owner fails to comply with a Payment Notice within thirty (30) Business Days of the due date for payment specified in the Payment Notice or accompanying letter (either directly or via its Body Corporate), then that Owner is a Defaulting Owner until it has paid:
  - (i) the amount specified in the Payment Notice; and
  - (ii) any late payment penalty (as may be determined by the Master Developer from time to time) from the due date for payment to and including the date upon which payment of the amount specified in the Payment Notice and such penalty is paid.
- (b) Any outstanding amounts due and payable under this Declaration by a Defaulting Owner shall comprise a debt due and payable to the Master Developer. Owners agree that an invoice issued by the Master Developer 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.
- (c) The Master Developer is entitled to recover from a Defaulting Owner all costs incurred by the Master Developer seeking to recover any outstanding amounts due and payable under this Declaration (including legal costs) from a Defaulting Owner or otherwise

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enforcing compliance with this Declaration, and the Defaulting Owner shall pay such costs immediately upon notification of such costs by the Master Developer.

- (d) To the fullest extent permitted by the Applicable Laws, the Master Developer is entitled to restrict a Defaulting Owner's (and their Occupiers') use of the Master Community Facilities and the Pedestrian Access Areas whilst the Owner is a Defaulting Owner.
- (e) Any restriction of use of the Master Community Facilities and the Pedestrian Access Areas pursuant to **clause 27.17(d)** is without prejudice to any other right of action the Master Developer may have in respect of any breach of the Defaulting Owner's obligations pursuant to this Declaration or the Applicable Laws.
- (f) To the fullest extent permitted by the Applicable Laws, in the event that an Owner is a Defaulting Owner:
  - (i) the Defaulting Owner shall immediately charge, pledge and assign by way of security to the Master Developer for the payment of the debt, all of the Owner's right, title to and interest in its Property and the Defaulting Owner shall do all such things and execute all such documents and undertake such steps as may be required to grant and give effect to this obligation and to create such security;
  - (ii) the Master Developer shall have (and the Defaulting Owner hereby grants to it) full, unrestricted and unconditional power of attorney in the name of the Defaulting Owner, on its behalf and as its act and deed, to do all acts and things that may be required in order to perfect and implement the security rights hereby created, and to sell and dispose of the Defaulting Owner's right, title to and interest in their Property free from encumbrances and the rights of any third party, and to deduct from the proceeds of such sale or disposal, all sums owed to the Master Developer; and
  - (iii) to the fullest extent permitted by the Applicable Laws and the requirements of the Relevant Authorities, the Master Developer shall be entitled to register a charge or lien on a Defaulting Owner's interest in or title to its Property in the Real Property Register to enforce payment of all outstanding amounts due and payable under this Declaration as a secured debt, institute an action for the recovery of the debt in any competent court, and/or refuse to grant any Letters of No Objection it is authorised to grant under this Declaration.
- (g) Subject to the Applicable Laws and the approval requirements of the Relevant Authorities, an invoice issued by the Master Developer in the name of that Owner is conclusive proof of the debt owing by that Owner to the Master Developer.

## 28 Credit of Surplus Funds

Without prejudice to the Master Developer's right to seek to recover any outstanding Master Community Service Charges (and other amounts due and payable under this Declaration) from a previous Owner under this Declaration, when a person or entity becomes an Owner, it will automatically be liable to pay any outstanding Master Community Service Charges (and other amounts due and payable under this Declaration) in respect of its Property, notwithstanding such liability may have arisen prior to the person or entity becoming an Owner. The credit of any surplus funds shall be to the new Owner, irrespective of such surplus having been paid by the previous Owner.

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## 29 Other Charges

### 29.1 Promotional Fund

- (a) The Master Developer may establish a promotional fund to provide funds to expend in promoting the Master Community or events to be held within the Master Community.
- (b) In the event that the Master Developer establishes such promotional fund, the Master Developer shall:
  - (i) have power and be authorised from time to time to levy Owners (and for this purpose this may include or exclude as applicable certain categories of Owners) a contribution in relation to such promotional fund, either separately or as part of the Owners' respective Master Community Service Charges; and
  - (ii) provide each Owner who is required to contribute to the promotional fund:
    - (A) a budget in accordance with **clause 27.8** relating to the promotional fund; and
    - (B) annual financial statements in accordance with **clause 27.10** relating to the promotional fund.
- (c) The funds raised from the Owners for the promotional fund shall be held by the Master Developer in the Operating Account and expended strictly in accordance with the directions of the Master Developer.

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# Consequences of Failure to Comply With This Declaration

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### 30 Master Developer's Rights of Inspection

#### 30.1 Quarterly Inspections

- (a) The Master Developer shall have the right to carry out quarterly inspections of all Buildings within the Master Community to assess compliance by the Owners and the Occupiers of their obligations in this Declaration. The Master Developer shall inform the Owners (by email) of the intended dates for such inspection upon which date the Owners must give the Master Developer (or persons authorised by it) full access to the Building to facilitate such inspection.
- (b) Prior to, during, or after such quarterly inspection pursuant to clause **30.1(a)**, the Owner shall immediately upon the request of the Master Developer, furnish to the Master Developer any and all documents requested by the Master Developer and in the format required by the Master Developer.

#### 30.2 Ad Hoc Inspections

The Master Developer shall have the right to carry out ad hoc inspections of all Buildings within the Master Community without notice to the Owner or the Occupier in order to assess compliance by the Owners and the Occupiers of their obligations in this Declaration. The relevant Owners and Occupiers must give the Master Developer (or persons authorised by it) full access to the Building to facilitate such inspection.

### 31 Failure to comply with this Declaration

#### 31.1 The Master Developer's Step-In Right

The Master Developer may do anything on, to, or in respect of, a Property that the Owner or Occupier should have done under the Applicable Laws or this Declaration, but has not done or, in the opinion of the Master Developer, has not been done properly.

#### 31.2 Written Notice of Entry

The Master Developer may enter a Property at any time to exercise the Master Developer's step-in rights pursuant to **clause 31.1** and the Owner or Occupier shall:

- (a) give the Master Developer (or persons authorised by it) full and unfettered access to the Property at the Owner's or Occupier's cost; and
- (b) pay the Master Developer for its costs of doing any work upon notification thereof.

#### 31.3 Recovery of Costs

The Master Developer may recover any money an Owner or an Occupier owes it under this Declaration as a debt.

#### 31.4 Power to Impose Fines

- (a) The Master Developer may from time to time impose fines on any Owner or Occupier who fails to comply with this Declaration, including failing to comply with the Master Community Rules.
- (b) Where the breach by the Owner or the Occupier is capable of rectification to the reasonable satisfaction of the Master Developer, the Master Developer may elect, but is not obliged, to first give the Owner or the Occupier (as applicable) notice of the

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breach and a reasonable period to rectify such breach (given the nature of the breach) prior to the issuing of a fine under **clause 31.4(a)**.

- (c) All fines imposed by the Master Developer shall be commensurate with the nature of the breach of the Owner's or the Occupier's obligations under this Declaration and where the quantum of such fines has been previously determined by the Master Developer, such fines shall be notified to the Occupiers.
- (d) The Master Developer may elect not to impose a fine (or waive the payment of a fine imposed) in respect of any breach by an Owner or an 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 an Occupier does not prevent the Master Developer from applying or enforcing payment of a fine for breach against other Owners or Occupiers.
- (e) All fines imposed against an Owner or an Occupier shall constitute a debt payable to the Master Developer and shall be payable within fourteen (14) days of the date of the enforcement notice issued by the Master Developer.
- (f) A failure by an Owner or an Occupier to pay any fine imposed by the Master Developer under this **clause 31.4** shall further be considered to be a breach equating to a failure to pay the Master Community Service Charges, and the clauses in this Declaration regarding the failure of an Owner to pay the Master Community Service Charges shall apply equally to such breach, including those provisions contained in **clause 27.17**.

#### 31.5 **Powers are additional**

The powers of the Master Developer under this clause are in addition to those it has under the Applicable Laws.

### 32 **Dispute Resolution**

#### 32.1 **Notice of Dispute**

- (a) An Owner may at any time write to the Master Developer notifying it of a Dispute arising out of a matter in connection with the performance of a party (or parties) or the interpretation of this Declaration.
- (b) The written notice referred to in **clause 32.1(a)** shall:
  - (i) identify the subject matter of the Dispute;
  - (ii) identify the parties to the Dispute;
  - (iii) set out the facts upon which the Dispute is based;
  - (iv) identify the provisions of this Declaration relevant to the Dispute;
  - (v) annex copies of all correspondence and background information relevant to the Dispute; and
  - (vi) contain any particulars of the quantification of the Dispute.

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**32.2 The Master Developer to Consider Dispute**

Upon the receipt of the notification in **clause 32.1(a)**, the Master Developer shall discuss the Dispute with the parties thereto and attempt to mutually reach a resolution of the Dispute.

**32.3 Dubai International Financial Centre Courts**

In the event that a Dispute that cannot be resolved by the procedure set out in **clauses 32.1** and **32.2** either party may refer such Dispute to the Dubai International Financial Centre Courts which will have the exclusive jurisdiction to determine any Dispute under this Declaration.

**32.4 No monies to be withheld**

Monies that are or become due and payable by a party to a Dispute under this Declaration shall not be withheld because of the notification of the Dispute under **clause 32.1** or because of the referral of a Dispute to the Dubai International Financial Centre Courts under **clause 32.3**.

**32.5 Confidential Information**

A party to a Dispute shall not divulge any confidential information obtained from another party to the Dispute under this Declaration.



# General Provisions

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### 33 Service of Notices and Other Documents

#### 33.1 Form and Delivery

Any notice, request, demand, approval, consent and other communication given or made in connection with this Declaration shall be in writing and in the English language and shall be served by delivering it personally by hand or sending it by courier or pre-paid post, by fax or by email either to the Master Developer or the Owners (as the case may be) at the address, fax number or email address of the Master Developer as notified to the Owners by the Master Developer from time to time or to the address, fax number or email address given to the Master Developer by the Owners from time to time, in accordance with **clause 33.2**. An Owner also may provide the email address of a local agent it has appointed within the UAE specifically for the purposes of receiving notices.

#### 33.1 Contact Details

- (a) Each Owner shall keep the Master Developer fully informed of its contact details (including its email addresses) from time to time.
- (b) If an Owner appoints a Representative or Substitute Representative, that Owner shall give the Master Developer a copy of the contact details for their Representative or Substitute Representative (including their email addresses).

#### 33.2 Receipt and Effect

A notice, request, demand, approval, consent or other communication shall be deemed to have been received:

- (a) if it is sent by email, the time of departure from the sender's server;
- (b) if it is delivered or couriered when it is left at the relevant address;
- (c) if it is sent by post, five (5) Business Days after it is posted; and
- (d) if it is sent by fax, as soon as the sender received from the sender's fax machine a report of an error free transmission to the correct fax number

provided that if deemed receipt occurs before 9.00 am on a Business Day, the notice shall be deemed to have been received at 9.00 am on that day, and if deemed receipt occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day.

### 34 Governing Law, Language and Jurisdiction

- (a) This Declaration shall in all respects be governed by and be construed and interpreted and take effect in accordance with the laws of the UAE and the laws of the Dubai International Financial Centre.
- (b) Any legal action or proceeding with respect to this Declaration shall be subject to the exclusive jurisdiction of the courts of Dubai International Financial Centre.
- (c) This Declaration is drawn up in the English language. This Declaration may be translated into any language other than English provided that the English text shall prevail.
- (d) All documents provided under or in connection with this Declaration shall be in English or accompanied by a certified English translation and, in this case and subject to any

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Applicable Laws, the English translation will prevail unless the document is a constitutional, statutory or other official document.

### 35 **Force Majeure**

- (a) Subject to **clause 35(d)**, if the Master Developer is prevented or delayed in the performance of any of its obligations under this Declaration by a Force Majeure Event, then the Master Developer will be excused from the performance or the punctual performance (as applicable) of such obligations, as are prevented or delayed by the Force Majeure Event, as from the date of such Force Majeure Event for so long as such cause of prevention or delay will continue.
- (b) The Master Developer will not be liable to any Owner or Occupier or be deemed to be in breach of this Declaration by reason of any delay in performing or failure to perform any of its obligations under this Declaration, if the delay or failure was due to a Force Majeure Event.
- (c) In the case of a Force Majeure Event, the Master Developer shall use all reasonable commercial endeavours to bring the Force Majeure Event to a close or to find a solution by which this Declaration may be performed despite the continuance of the Force Majeure Event, so far as reasonably practicable.
- (d) If more than one event causes the performance of this Declaration to be substantially prevented or delayed, and the cause of at least one of those events is not a Force Majeure Event, then to the extent that the preventions or delays are concurrent the Master Developer shall be excused from the performance or the punctual performance (as applicable) of such obligations, as are prevented or delayed by such events.

### 36 **Severance**

If the whole or any part of a provision of this Declaration is void, unenforceable or illegal, then that provision or part provision is severed from this Declaration, and the remainder of this Declaration has full force and effect unless the severance alters the basic nature of this Declaration or is contrary to public policy.

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## Schedule 1

### Interpretation and Definitions

#### 1 Interpretation

In this Declaration, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Declaration;
- (b) words importing the neuter gender shall include the masculine or feminine gender (as applicable), and words importing the masculine gender only 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”, “include(s)” 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 comprising the party will be jointly and severally liable for the obligations of that party under this Declaration;
- (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, corporate entity (wherever incorporated), unincorporated association, firm, association, trust or partnership (whether or not having separate legal personality), Relevant Authority or two (2) or more of the foregoing;
    - (B) the person’s executors, administrators, successors, substitutes (including persons added 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 reference to a thing is a reference to the whole and each part of it collectively and each of them individually;
  - (iv) a group of persons is a reference to all of them collectively, to any two (2) or more of them collectively, and to each of them individually;

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- (v) a “successor” shall be construed so as to mean a successor in title of a person and any person who under the Applicable Laws of its jurisdiction of incorporation or domicile has assumed the rights and obligations of such a person or to which, under such laws or by agreement or otherwise, such rights and obligations have been transferred;
- (vi) a document (including this Declaration) includes a reference to such document as amended, restated, supplemented, varied or novated from time to time in accordance with its terms; and
- (vii) a clause or a Schedule is a reference to a clause of or Schedule to this Declaration;
- (g) where any word is defined in this Declaration, and a grammatical variation of such word is capitalised but not defined, such grammatical variation shall have a corresponding meaning to the definition of such word;
- (h) the Schedules to this Declaration will be considered an integral and binding part of this Declaration and will have effect as if set out in full in the body of this Declaration and any reference to this Declaration includes the Schedules;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Declaration or any part of it;
- (j) 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;
- (k) all dates and periods shall be determined by reference to the Gregorian calendar;
- (l) a provision of this Declaration which is void or voidable by any party, unenforceable, or illegal shall be read down to the extent required to give the provision legal effect and the invalidity of any such provision shall not affect the remaining provisions contained in this Declaration;
- (m) unless otherwise expressly stated, where a party’s consent is required to a thing, it shall be implied that such party shall not unreasonably withhold or delay its consent; and
- (n) 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.

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## 2 Definitions

In this Declaration, the capitalised words shall have the following meanings:

<b>Alterations</b>	means any external alterations, additions, renovations, permanent decorations or other works to any Improvements constructed on any Property;
<b>Applicable Laws(s)</b>	means all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents or licences issued by a Relevant Authority applicable to the Master Community, this Declaration, the Owners and/or the Occupiers;
<b>Approval</b>	is an approval in writing from the Master Developer (or the Community Manager or the Community Administrator on the Master Developer's behalf) under this Declaration, which may be given subject to conditions, including a limitation as to time, and " <b>Approve</b> ", " <b>Approved</b> " and " <b>Approving</b> " shall have corresponding meanings;
<b>Approved Plans</b>	means the design and building plans Approved by the Master Developer for the construction and/or Alteration of a Property;
<b>Architectural Approval Process</b>	means the architectural approval process that applies to the Master Community, as determined by the Master Developer from time to time, and includes provisions with respect to, amongst other things, architectural standards and the application process for the undertaking of Works. As at the date this Declaration takes effect the Architectural Approval Process is set out in <b>Schedule 3</b> , which may be amended from time to time in accordance with this Declaration;
<b>Architectural Guidelines</b>	means the architectural guidelines published or issued by the Master Developer which are binding on all Owners undertaking Works, which guidelines may be supplemented and amended from time to time by the Master Developer in its absolute discretion;
<b>Arterial Roads</b>	means those arterial roads that provide vehicle access to the Plots and the Buildings throughout the Master Community that are designated as Master Community Facilities (the Operation of which has been or is intended to be Dedicated to the RTA);
<b>Assets</b>	means a physical component of the common use assets which has value and enables the services to be provided and that have an economic life greater than twelve (12) months. Assets are plant, machinery, property, buildings, Infrastructure, utilities and other fixtures, fittings and equipment that are to be Operated by the Master Developer;

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<b>Authority Charges</b>	means any charges, fees, reimbursements or contributions payable by the Master Developer to any Relevant Authority in respect of the Master Community;
<b>Authority Infrastructure Contributions</b>	means any contributions, payments or other financial obligations paid or payable by the Master Developer to any Relevant Authority in respect of, or related to, the construction of infrastructure within the Master Community, adjacent to the Master Community, or otherwise in a location that such Relevant Authority considers to benefit the Master Community, including but not limited to contributions payable to the RTA and DEWA in respect of infrastructure constructed by the RTA and DEWA within the Master Community, adjacent to the Master Community, or otherwise in a location that such Relevant Authority considers to benefit the Master Community;
<b>Balcony/Balconies</b>	means any open, enclosed or partially enclosed balcony forming part of a Property (or for which an Owner has been granted an exclusive use right);
<b>Beneficial Use</b>	means where and the extent to which the Owner or the Occupier of Property has the direct use of or benefit from a Master Community Facility or a Pedestrian Access Area;
<b>Benefiting Owner</b>	means, with respect to each Master Community Facility and Pedestrian Access Area, an Owner that benefits from the use of that Master Community Facility or Pedestrian Access Area, and contributes to the cost of its Operation;
<b>Board</b>	means a Body Corporate board elected in accordance with the Governance Documents for such Body Corporate;
<b>Body Corporate(s)</b>	means a body corporate formed with respect to a Building which has been Subdivided to create a Strata Scheme in accordance with the Strata Title Law, the members of which are the Lot Owners in the Strata Scheme;
<b>Body Corporate Manager(s)</b>	means, with respect to a Body Corporate, the association manager appointed by that Body Corporate in accordance with the Strata Title Law from time to time;
<b>Budget(s)</b>	means the annual budget that is prepared by the Master Developer of the estimated Master Community Expenses for an Operating Year;
<b>Building(s)</b>	means a building constructed within a Plot;
<b>Building Owner(s)</b>	means the owner of a Building including his heirs, successors-in-title and permitted successors and assigns, and in the case of a Building with a Strata Scheme, a reference to the Building Owner is a reference to the Body Corporate (or Body Corporates) formed with respect to that Building and the Lot Owners within such Building;
<b>Building Management System</b>	means the centralised computer system within the Master Community, but excluding those systems dedicated to Buildings, that monitors and controls all electrical systems,

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	mechanical systems and other operating systems including but not limited to those systems which govern lighting, air conditioning, access, security and fire/life and/or systems control philosophy documentation maintained by the Master Developer and updated from time to time.
<b>Business Days</b>	means any day other than:  (a) Saturday and Sunday; and  (b) a day that is declared to be a public holiday in the DIFC for the private sector;
<b>Change of Control</b>	means, with respect to any person, whether directly or indirectly and whether or not by the ownership of share capital, the possession of voting power, contract or otherwise, any change in:  (a) the power to appoint and/or remove all or such members of the board or other governing body as are able to cast a majority of the votes capable of being cast by the members of that board or body on all or substantially all matters, or otherwise to control the policies and affairs of that person;  (b) the holding and/or possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders thereof more than fifty per cent (50%) of the total voting rights exercisable at general meetings of that person on all or substantially all matters; and/or  (c) the capacity to determine the outcome of decisions about that person's financial and operating policies, whether or not such capacity is based on practical influence or any practice or pattern of behaviour affecting that person's financial or operating policies;
<b>Chilled Water</b>	means the chilled water supplied to the Master Community by the Chilled Water Supplier via the Chilled Water Network;
<b>Chilled Water Network</b>	means the plant and equipment forming the chilled water network within the Master Community, Operated by the Chilled Water Supplier as a Commercial Facility;
<b>Chilled Water Supplier</b>	means EMPOWER or such other Supplier engaged by the Master Developer to Operate the Chilled Water Network from time to time;
<b>Clearance Certificate</b>	means a clearance certificate or letter from the Master Developer confirming that the Owner has paid the Master Developer all monies due and payable under this Declaration, as of the date of such certificate;

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<b>Clearance Certificate Fee(s)</b>	means the fee payable to the Master Developer for the issuance of a Clearance Certificate as determined by the Master Developer from time to time;
<b>Commercial Facility/Facilities</b>	means those commercial facilities and amenities that, at the Master Developer's sole discretion, will not form part of the Master Community Facilities, but are owned, managed and maintained by the Master Developer (or any of its affiliates or nominees) at its own expense and for its own profit;
<b>Common Property</b>	means the shared areas of a Building and/or Lot that has been Subdivided. A reference to Common Property in this Declaration includes a reference to the Principal Common Property where there is in place a Strata Scheme;
<b>Community Administrator</b>	means the administrator appointed by the Master Developer to assist the Community Manager with the financial administration of the Master Community, if any;
<b>Community Management Fee</b>	means the management fee payable to the Community Manager for undertaking the functions of the Community Manager including any and all of the functions of the Master Developer under this Declaration;
<b>Community Manager</b>	means the manager appointed by the Master Developer to assist with the management of the Master Community and to perform certain delegated functions for the Master Developer under this Declaration. In the event the Master Developer does not appoint a separate Community Manager, all references to the Community Manager in this Declaration shall be a reference to the Master Developer acting in its capacity as the Community Manager;
<b>Conditional Master Community Facilities</b>	means those shared areas and facilities within a DIFC Plot that are from time to time deemed to be Master Community Facilities by the Master Developer pursuant to <b>clause 13.4</b> ;
<b>Construction Guidelines</b>	means any construction guidelines (where applicable) or such other policies or guidelines relating to the control of planning, development and construction within the Master Community issued by the Master Developer from time to time;
<b>Containment(s)</b>	means the physical structure or conduit within which any Infrastructure located on a Plot shall be contained.
<b>Declaration</b>	means this Master Community declaration which sets out the terms and conditions that govern the management, use and Operation of the Master Community, as may be amended by the Master Developer from time to time;
<b>Deemed Master Community Facilities</b>	means those areas and facilities within the Plots and the Buildings that are from time to time deemed to be Master Community Facilities by the Master Developer, pursuant to the terms of this Declaration, including, but not limited to the Pedestrian Access Areas;

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<b>Dedication</b>	means the dedication, adoption, transfer, handover, gifting or disposal of a Master Community Facility (and/or the responsibility for the on-going Operation thereof) by the Master Developer to a Relevant Authority and “ <b>Dedicated</b> ” is the conclusion of such process;
<b>Defaulting Owner(s)</b>	means an Owner which fails to comply with a notice (including a Payment Notice) under this Declaration;
<b>Development Plots</b>	mean the parcels of land within the Master Community that from time to time:  (a) are set aside for future development by the Master Developer;  (b) to which a building permit has been issued by the Relevant Authorities but do not have any Improvements constructed on them in respect of which the relevant completion certificate has been issued; and  (c) are not substantially Operational and/or not fully occupied or open to the public,  and “ <b>Development Plot</b> ” shall have a corresponding meaning. The Development Plots as of the date this Declaration takes effect are depicted on the Master Plan;
<b>DEWA</b>	means the Dubai Electricity and Water Authority or any other entity or Relevant Authority that may assume responsibility for the functions of DEWA from time to time;
<b>DIFC</b>	means the Master Community as depicted on the Master Plan;
<b>DIFC Car Parking Plot(s)</b>	means any DIFC Plot, Development Plot or Undeveloped Plot (or any part thereof) that is designated as a car parking plot in accordance with <b>clause 15</b> ;
<b>DIFC Plots</b>	means any Plots (and Buildings) owned by the Master Developer (or an affiliate of the Master Developer);
<b>DIFC Telecommunications Infrastructure Consolidated General Specifications</b>	means the specifications issued by the Master Developer (as may be amended from time to time) relating to information and communication technology within the Master Community;
<b>DIFCA</b>	means the Dubai International Financial Centre Authority or any other entity or Relevant Authority that may assume responsibility for the functions of the DIFCA from time to time;
<b>Disposal</b>	means any sale, transfer, assignment or other disposal of the whole or any part of a Property or any interest in a Property (including the grant of an option over the whole or any part of a Property) whether directly or indirectly (but excludes any Mortgage) or any agreement to do the same

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	and, where the Owner is an entity, includes any Change of Control of that entity and “ <b>Dispose</b> ” and “ <b>Disposition</b> ” shall have a corresponding meanings;
<b>Dispute(s)</b>	<p>means any dispute, controversy, disagreement or difference between the Owners or the Occupiers or between the Master Developer and the Owners and the Occupiers about:</p> <p>(a) the formation, performance, interpretation, nullification, termination or invalidation of this Declaration;</p> <p>(b) the rights or obligations of the Master Developer, an Owner or an Occupier under this Declaration;</p> <p>(c) amounts which the Master Developer determines as Master Community Service Charges; and/or</p> <p>(d) the Operation of a Master Community Facility, or arising therefrom or related thereto in any manner whatsoever;</p>
<b>District Roads</b>	means those roads that provide vehicle access to the Plots throughout the Master Community and that are designated as Master Community Facilities (the Operation of which has not been, and is not intended to be Dedicated to the RTA);
<b>DM Liquor Licensing Fee</b>	means the fees required to be paid to the Dubai Municipality in relation to the liquor licensing scheme under the Applicable Laws;
<b>DTCM</b>	means the Dubai Department of Tourism and Commerce Marketing;
<b>Dubai Municipality</b>	means the Dubai Municipality or any other entity or Relevant Authority that may assume responsibility for the functions of the Dubai Municipality from time to time;
<b>Emergency Funding</b>	means the monies provided by the Master Developer to fund any shortfall with respect to the Operation of the Master Community due to insufficient funds being held in the General Fund and/or the Reserve Fund pursuant to <b>clause 27.16</b> ;
<b>Emergency Repairs</b>	means repairs which are required to remedy any imminent damage which in the reasonable opinion of the Master Developer may, if not carried out immediately, cause danger to the safety of any person or any property or contents within the Master Community;
<b>Enhancement(s)</b>	means any enhancement, upgrade or improvement to the Master Community Facilities (as determined by the Master Developer in its absolute discretion), to generally improve and be of benefit to the Master Community (e.g. capital

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	expenditure on the purchase of any new Assets or additions to the existing Assets of the Master Community Facilities);
<b>Exclusive Services</b>	means any service that exclusively services a Plot or a Building notwithstanding such service may be located in and/or form part of the Master Community Facilities;
<b>Façade</b>	means the façade of a Building wherever located including all other external surfaces and features forming part of the façade (including the equipment used to illuminate or clean the façade);
<b>Facility Management and Health and Safety Guidelines and Requirements</b>	means the guidelines issued by the Master Developer (as may be amended from time to time) relating to the facility management, health and safety standards and requirements required by the Master Developer to be complied with by all Owners, Occupiers and Body Corporates (as the case may be) in the Master Community;
<b>Fire/Life System</b>	means the centralised system that monitors and controls all fire and life safety equipment within the Master Community, including but not limited to control systems, smoke detectors, fire alarms, hydrants, fire extinguishers and sprinklers;
<b>Force Majeure Event</b>	<p>means any of the following acts, causes, circumstances or events beyond the reasonable control of the Master Developer:</p> <ul style="list-style-type: none"> <li>(a) fire, storm, tempest, lightning, earthquake, other exceptional weather conditions and effects, explosion, epidemic, natural disaster and/or an act of God;</li> <li>(b) threat of or preparation for war (whether or not declared), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, terrorist or military action of whatever nature and with whatever effect, confiscation, nationalisation, any form of usurped power or any threat of the foregoing;</li> <li>(c) any form of labour dispute, lock-outs, strikes, boycott, riot, civil commotion and/or disorder;</li> <li>(d) decree of, refusal or revocation of any approval, licence, consent or otherwise, by a Relevant Authority and/or any negligence, failure and/or delay in acting, approving, supplying and/or completing by any Relevant Authority;</li> <li>(e) political interference with the normal Operations of the Master Developer;</li> <li>(f) unforeseen site, premises and/or Operating conditions, non-availability of access, utilities, equipment and/or materials, loss and/or damage by any one (1) or more of the risks contemplated by this</li> </ul>

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	<p>Declaration to be insured against by the Master Developer; or</p> <p>(g) any other act, cause, circumstance or event howsoever caused that materially adversely affects:</p> <p>(i) the performance of the terms and/or conditions of this Declaration by the Master Developer; and/or</p> <p>(ii) the Master Developer's business or financial condition;</p>
<b>Future Development Work(s)</b>	<p>means future development works relating to any Plots owned by the Master Developer, including the construction of any Infrastructure, Master Community Facilities and Pedestrian Access Areas supporting such the development. For the avoidance of doubt, Future Development Work does not include any Enhancements or Improvements to existing Infrastructure, the Master Community Facilities or the Pedestrian Access Areas such as improvements to roads and hard and soft landscaping works, the cost of which will be considered a Master Community Expenses;</p>
<b>General Fund</b>	<p>means the general fund established by the Master Developer in accordance with <b>clause 27.7(a)(i)</b>;</p>
<b>General Fund Expenses</b>	<p>means all costs, expenses, fees and other outgoings incurred by the Master Developer under or by virtue of this Declaration (other than Reserve Fund Expenses), including:</p> <p>(a) all costs, expenses, fees and other outgoings incurred in connection with the Operation of the Master Community Facilities (and the Pedestrian Access areas) including:</p> <p>(i) the cleaning, servicing, maintenance and repair costs including refuse handling, refuse collection and pest control;</p> <p>(ii) the costs of landscaping the Master Community Facilities and the Pedestrian Access Areas;</p> <p>(iii) the cost of labour, materials, equipment, supplies, consumables and third party hire, security and Insurance (including premium and deductible amounts) used in the Operation of the Master Community and the Master Community Facilities, Infrastructure and associated Assets, services and utilities for the Master Community Facilities and the Pedestrian Access Areas, statutory rates, taxes and charges and professional fees;</p>

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	<ul style="list-style-type: none"> <li>(iv) the cost of statutory rates, taxes and charges;</li> <li>(v) the costs of security and Insurance (including premium and deductible amounts) for the Master Community Facilities and the Pedestrian Access Areas;</li> <li>(vi) the cost of inspection of the Master Community Facilities and the Pedestrian Access Areas (if applicable) by any Relevant Authority;</li> <li>(vii) the cost of certification of the Master Community Facilities and the Pedestrian Access Areas for the purposes of compliance with any Applicable Laws;</li> <li>(viii) charges and costs incurred with respect to the Utility Services supplied to the Master Community Facilities and the Pedestrian Access Areas;</li> <li>(ix) the cost of any technology and communication services provided to the Master Community Facilities and the Pedestrian Access Areas;</li> <li>(x) the amount(s) payable to the Suppliers engaged in relation to the Master Community Facilities and the Pedestrian Access Areas;</li> <li>(xi) financing costs, equity cost, rental or other costs incurred by the Master Developer in connection with the establishment, construction, provision, repair and maintenance of the Master Community Facilities and the Pedestrian Access Areas and related Infrastructure in the Master Community;</li> <li>(xii) the costs incurred in administering and enforcing this Declaration, including the Master Community Rules;</li> <li>(xiii) the costs incurred in connection with the governance, administration and management of the Master Community (including fees incurred from time to time in developing and/or amending the MCD, the Master Community Rules and developing strategies and guidelines for improving processes and procedures for the Master Community and preparing any other documents contemplated in this Declaration) including legal, accounting and other professional fees (including those charged or incurred by the Master Developer);</li> </ul>
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	<p>(xiv) costs associated with the marketing and promotion of the Master Community;</p> <p>(xv) the Community Management Fee (including the costs associated with appointing a third party to collect such fee); and</p> <p>(b) (xvi) the costs of the Master Community Core Services provided in relation to the Master Community Facilities and the Pedestrian Access Area; administrative costs;</p> <p>(c) the fees payable to any Suppliers; and</p> <p>(d) any other amounts determined by the Master Developer to be General Fund Expenses,</p> <p>but excluding:</p> <p>(a) any costs associated with any areas and facilities where the Operational responsibility has been transferred or property Dedicated to a Relevant Authority to the extent that the responsibility for such costs has been accepted by that Relevant Authority;</p> <p>(b) any capital expenditure incurred in the initial construction of the Master Community Facilities and the Pedestrian Access Areas; and</p> <p>(c) any promotional or advertising costs incurred in relation to the disposal or Lease of any DIFC Plot;</p>
<b>Governance Documents</b>	means the governance documents Registered or intended to be Registered in respect of a Plot or a Building that has been Subdivided. Such Governance Documents may include a Strata Management Statement (or Strata Management Statements) that regulates such Plot or Building (or any part thereof);
<b>Health and Safety Guidelines</b>	means the guidelines issued by the Master Developer (as may be amended from time to time) relating to the health and safety standards and procedures required by the Master Developer to be complied with by all Owners and Occupiers in the Master Community;
<b>Hotel</b>	means a building or any part thereof Operated as a hotel, hotel apartments, serviced apartments and/or furnished apartments in accordance with the definition of the DTCM;
<b>Improvements</b>	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 or the removal and demolition of existing structures, including:

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	<ul style="list-style-type: none"> <li>(a) mechanical, electrical or other systems;</li> <li>(b) civil and structural works;</li> <li>(c) works to Utility Services;</li> <li>(d) a fence; and/or</li> <li>(e) a mast pole or a telecommunications equipment;</li> </ul>
<b>Infrastructure</b>	means the infrastructure, which is provided by the Master Developer for the proper functioning of the Master Community, including the Building Management System, the Fire/Life System and the Security System;
<b>Infrastructure Service Tunnel</b>	means the infrastructure service tunnel located above the Vehicular Tunnel that provides services to certain Plots;
<b>Insurance(s)</b>	<p>with respect to any Property (excluding any Development Plots, Undeveloped Plots or DIFC Plots owned by the Master Developer) means:</p> <ul style="list-style-type: none"> <li>(a) property all risks insurance for the full replacement cost of all buildings, fixtures, fittings, plant, machinery and contents on the relevant completed part of the Property (as applicable), if any;</li> <li>(b) comprehensive general liability insurances with a minimum limit of indemnity of USD 10 million for any one occurrence;</li> <li>(c) in the case of a Property where the activity of distributing or marketing foods, consumables or durable products occurs – product liability insurance with a minimum limit of indemnity of USD 10 million for any one occurrence and USD 10 million in the annual aggregate in respect of the manufacture, sale or distribution of goods in connection with a business;</li> <li>(d) machinery breakdown insurance for the full replacement cost of all plant, equipment and machinery for each Property (if any), as applicable (to the extent that it is not covered by warranty);</li> <li>(e) workers' compensation insurance in respect of any and all personnel covering the provision of the Applicable Laws containing an employer's liability extension with a limit of not less than AED 5 million per occurrence;</li> <li>(f) in relation to a Property utilised as a Hotel – such appropriate and applicable hoteliers liability insurances for that part of the Plot relating to the permitted operation of a Hotel (where applicable);</li> <li>(g) in the case of any development or subsequent periods of repair or restoration only – contractors all</li> </ul>

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	<p>risk insurance (in the joint name of the contractors and the Owner including public / third party liability insurance with a minimum limit of indemnity of USD 10 million for any one occurrence; and</p> <p>(h) any other insurance that the Master Developer considers appropriate from time to time,</p> <p>provided that all of the monetary amounts mentioned in this definition shall be adjusted annually by an amount which reasonably reflects the rate of increase in the inflation or cost of construction (as applicable) in the Emirate of Dubai, UAE, from time to time, as determined by the Master Developer in its sole discretion;</p> <p>and, with respect to any of the Master Community Facilities and the Pedestrian Access Areas:</p> <p>(a) property all risks insurance for all buildings, fixtures, fittings, plant, machinery and contents on the relevant completed part of the Master Community Facilities and the Pedestrian Access Areas for such amount as considered appropriate by the Master Developer;</p> <p>(b) comprehensive general liability insurances with a minimum limit of indemnity of AED 20 million for any one occurrence;</p> <p>(c) machinery breakdown insurance for the full replacement cost of all plant, equipment and machinery on the Master Community Facilities and the Pedestrian Access Areas;</p> <p>(d) workmen's compensation insurances in respect of all personnel covering the provision of the Applicable Laws containing an employer's liability extension with a limit of not less than AED 5 million per occurrence; and</p> <p>(e) any other insurance that the Master Developer considers appropriate from time to time.</p>
<p><b>Intellectual Property</b></p>	<p>means, in respect of the Master Community, all intellectual property of whatever nature, including the Logos, copyrights, domain names, patents, symbols, insignia, slogans, trademarks, service marks, trade names, design rights, emblems, all rights in confidential information, know-how, all database rights, moral rights and all rights of whatsoever nature in computer software and data, in each case whether such intellectual property is registered or unregistered and including applications for the grant of any such rights, in any and all forms of protection having equivalent or similar effect anywhere in the world, and any rights under licences in relation to any such rights belonging to, or used under such licence, by that person;</p>

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<b>Invitee(s)</b>	means any person or entity using or occupying a Property including the Owner's or the Occupier's Suppliers, Visitors, servants, agents and employees;
<b>Landscaped Areas</b>	means all applicable external landscaped areas, paved areas, plazas, water features, fountains, gardens, parks, green areas, public areas and the like within the Master Community Facilities (and the Pedestrian Access Areas);
<b>Landscaping Approval Process</b>	means the landscaping approval process that applies to the Master Community, as determined by the Master Developer from time to time, and includes provisions with respect to, amongst other things, landscaping standards. As of the date that this Declaration takes effect, the Landscaping Approval Process is set out in <b>Schedule 4</b> , which process may be amended from time to time in accordance with this Declaration;
<b>Landscaping Guidelines</b>	means the landscape guidelines published or issued by the Master Developer which are binding on all Owners undertaking Landscaping Works, which guidelines may be amended from time to time by the Master Developer in its absolute discretion;
<b>Landscaping Works</b>	means any works or alterations proposed to be undertaken by an Owner or an Occupier to its Plot (including any Lot or Common Property) that replaces, varies or otherwise impacts upon the landscaping within such Plot (including any Lot or Common Property);
<b>Lease</b>	means any lease, licence or other right of possession or occupancy or any grant or taking on of the foregoing (as applicable);
<b>Leasehold Interest</b>	means a leasehold interest in a Property that has been granted to an Owner entitling the Owner to occupy such Property for a period in excess of ten (10) years;
<b>Letter(s) of No Objection</b>	means a letter of no objection, a no objection certificate or other Approval issued by the Master Developer confirming that the Owner has complied with all of its obligations under this Declaration (including the Master Community Rules);
<b>Licence(s)</b>	means a licence issued by a Relevant Authority required pursuant to the Applicable Laws, to be held by an Owner or an Occupier in order to carry out any business it intends to carry out from the Property (or any part thereof) as applicable;
<b>Logo(s)</b>	means all logos of the Master Community and the Master Developer, 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;
<b>Losses</b>	means actions, claims, costs, damages, demands, expenses, liabilities, losses, proceedings or other liability

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	(including any liability for any injury to any person or any damage to any land or property);
<b>Lot(s)</b>	means a lot (such as an apartment, office or retail outlet) within a Strata Scheme which has been formed upon the Subdivision of a Building as depicted in the Strata Plan and as further defined in the Strata Title Law. Where applicable, a reference to a Lot in this Declaration also includes a reference to a Principal Lot where the Building is the subject of a Principal Strata Scheme;
<b>Lot Owner(s)</b>	means the owner of a Lot, including his heirs, successors-in-title and permitted successors and assigns. A reference to a Lot Owner in this Declaration includes a reference to a Principal Lot Owner where the Building is the subject of a Principal Strata Scheme;
<b>Master Community</b>	means the master Community known as the “ <b>Dubai International Financial Centre</b> ” or “ <b>DIFC</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 Core Services</b>	means the services that are required to be provided to the Master Community and the Properties in an integrated and coordinated manner, and any other service determined to be a “ <b>Master Community Core Service</b> ” by the Master Developer from time to time;
<b>Master Community Expenses</b>	means the General Fund Expenses and the Reserve Fund Expenses;
<b>Master Community Facility/Facilities</b>	means those shared areas and facilities designated as such, pursuant to <b>clause 13.1</b> ;
<b>Master Community Facilities Plans</b>	means the plans of the key Master Community Facilities;
<b>Master Community Road Network</b>	means those Arterial Roads and District Roads that provide vehicle access to the Plots and the Buildings throughout the Master Community (the Operation of some of which may have been or are intended to be delegated to the RTA);
<b>Master Community Rule(s)</b>	means the rules designated as such, as determined by the Master Developer from time to time, in accordance with this Declaration. The Master Community Rules set out in <b>Schedule 2</b> take effect as at the date of this Declaration;
<b>Master Community Service Charge(s)</b>	means the service charges payable by the Owners to the Master Developer representing the assessment of the Owners’ respective proportionate share of the Master Community Expenses determined in accordance with the Relative Proportion of the Owners’ respective Plot and raised in accordance with this Declaration;
<b>Master Community Utility Infrastructure</b>	means the Utility Infrastructure applicable to the Master Community Facilities;
<b>Master Developer</b>	means <b>DIFC Investments Ltd.</b> , or its affiliate, nominees, assigns, transferees, successors or successors-in-title or

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	any other entity or Relevant Authority that 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 Authorities, which may be amended by the Master Developer from time to time in accordance with this Declaration;
<b>Maximum Permitted GFA</b>	means the maximum permitted gross floor area permissible in a Property as calculated and determined by the Master Developer, and as specified in the Sales Documentation and/or the Approved Plans;
<b>Minor Projections or Encroachments</b>	means any projection or encroachment of any building or structure on the Master Community Facilities over an adjoining Plot that is minor in nature and does not significantly and detrimentally impact on the Owner's use or enjoyment of its Plot;
<b>Mortgage</b>	means a mortgage, pledge, charge, lien, assignment by way of security or a possessory pledge granted over a Property (or any part thereof);
<b>Occupier</b>	means any occupier, tenant, licensee or person with any other right of possession or occupation (including any mortgagee in possession) of a Property (or any part thereof);
<b>Operating Account</b>	means the bank account(s) opened and maintained by the Master Developer with a reputable bank in the UAE for the purpose of holding the General Fund and the Reserve Fund, and applying such funds in payment of the Master Community Expenses or otherwise in accordance with this Declaration;
<b>Operating Year</b>	means the period commencing on 1 January and expiring on 31 December every year (or such other yearly period as may be determined by the Master Developer from time to time);
<b>Operation(s)</b>	means the use, administration, control, operation, management, maintenance, repair, refurbishment, replacement and (where necessary) renovation and renewal and " <b>Operate</b> ", " <b>Operated</b> ", " <b>Operating</b> " and " <b>Operational</b> " shall have corresponding meanings;
<b>Owners</b>	means the Plot Owners, the Building Owners and the Lot Owners, as the context so permits;
<b>Payment Notice</b>	means a notice issued in accordance with <b>clauses 27.11(a) and 27.14(b)</b> ;
<b>Pedestrian Access Areas</b>	means the connections and walkways within the designated Plots and Buildings (both external and internal) which facilitate the interconnectivity of the Master Community as may be designated as such by the Master

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	Developer from time to time and shall include all Infrastructure and Utility Services as may be required by the Master Developer to facilitate the Operation of such areas. The Pedestrian Access Areas shall be depicted on the Pedestrian Access Area Plans;
<b>Pedestrian Access Area Plans</b>	means the plans showing the Pedestrian Access Areas prepared by or on behalf of the Master Developer, as may be amended by the Master Developer from time to time;
<b>Plot(s)</b>	means a plot within the Master Community;
<b>Plot Owner(s)</b>	means the owner of a Plot including his heirs, successors-in-title and permitted successors and assigns and in the case of a Plot with a Strata Scheme, then the Plot Owner refers to the Body Corporate formed with respect to that Plot;
<b>Podium(s)</b>	means the above-ground podium portion of a Building;
<b>Principal Body Corporate</b>	means the body corporate formed in respect of a Principal Strata Scheme under the Strata Title Law;
<b>Principal Common Property</b>	means the Common Property created upon the Subdivision of a Building into a Principal Strata Scheme (excluding any Common Property within a Principal Lot);
<b>Principal Lot</b>	means a principal lot (such as an apartment component, office component, hotel component or retail component) within a Principal Strata Scheme as depicted in the Strata Plan, and as further defined in the Strata Title Law;
<b>Principal Lot Owner</b>	means the owner of a Principal Lot including his heirs, successors-in-title and permitted successors and assigns;
<b>Principal Strata Scheme</b>	means the Strata Scheme established in respect of a Building that is Subdivided into Principal Lots and Principal Common Property;
<b>Property/Properties</b>	means a Plot, Building or Lot (including a Principal Lot) and/or any one of them (as the context so determines);
<b>Public Access Easements</b>	means the public access easements within Plots and Buildings (both external and internal) as reserved by the Master Developer and shall include all Infrastructure and Utility Services as may be required by the Master Developer to facilitate the Operation of such easements. The Public Access Easements shall be as depicted in the Master Plan, as amended from time to time;
<b>Real Property Law</b>	means the DIFC Real Property Law 10 of 2018 and includes any amendment and/or replacement thereof, and any other directions or regulations intended to complement or amend such law from time to time;
<b>Real Property Registrar</b>	means the registrar appointed from time to time to manage the Real Property Register;
<b>Real Property Register</b>	has the same meaning as in the Real Property Law;

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<b>Records and Books of Account</b>	<p>means all of the following:</p> <ul style="list-style-type: none"> <li>(a) an up to date copy of this Declaration;</li> <li>(b) copies of agreements entered into by the Master Developer with all Suppliers;</li> <li>(c) an up to date roll containing the names, addresses and other contact details for each Owner and their Representatives and Substitute Representatives;</li> <li>(d) all notices, agendas, motions and minutes of meetings of the Master Developer acting in its capacity as master developer under this Declaration;</li> <li>(e) financial statements;</li> <li>(f) copies of all issued and outstanding Payment Notices;</li> <li>(g) details of the amounts paid and payable under this Declaration;</li> <li>(h) audited reports;</li> <li>(i) Budgets;</li> <li>(j) notices served on the Master Developer acting in its capacity as master developer under this Declaration;</li> <li>(k) correspondence sent to, and by, the Master Developer acting in its capacity as master developer under this Declaration;</li> <li>(l) insurance records including duplicate or certified copies of Insurance policies, renewal certificates and endorsement slips for Insurances;</li> <li>(m) all correspondence, agendas, minutes and other documents relating to the Master Developer (acting in its capacity as master developer under this Declaration) and this Declaration; and</li> <li>(n) all other records relating to the Operation of the Master Community Facilities and the Pedestrian Access Areas, and the Master Community generally by the Master Developer;</li> </ul>
<b>Registration</b>	<p>means registration of the relevant document in the Real Property Register, and “<b>Register</b>” means the process of obtaining Registration and “<b>Registered</b>” means the completion of such Registration process;</p>
<b>Relative Proportions</b>	<p>means the proportion of the Master Community Expenses attributable to each Building or Plot as determined by the Master Developer from time to time, taking into consideration the use, location and size of the Building or</p>

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	Plot and the draw on the resources of the Master Community Facilities and the Pedestrian Access Areas;
<b>Relevant Authority/Authorities</b>	means as the context requires: <ul style="list-style-type: none"> <li>(a) the DIFCA;</li> <li>(b) the Dubai Creative Clusters Authority;</li> <li>(c) the Government of the UAE;</li> <li>(d) the Government of the Emirate of Dubai;</li> <li>(e) any other ministry, department, local authority or entity having jurisdiction over the Master Community (including the Dubai Creative Clusters Authority or any regulator appointed pursuant to any Applicable Laws); and</li> <li>(f) any service provider approved by the Master Developer and having jurisdiction over the Master Community (including but not limited to DEWA, and/or the Master Community Manager and/or the Master Community Administrator).</li> </ul>
<b>Representative(s)</b>	means a natural person appointed by an Owner as a representative of that Owner;
<b>Reserve Fund</b>	means the reserve fund established by the Master Developer pursuant to <b>clause 27.7(a)(ii)</b> ;
<b>Reserve Fund Expenses</b>	means all costs, expenses, fees and other outgoings incurred by the Master Developer in paying for Enhancements, renewals, repairs and/or replacements of the Master Community Facilities (and the Pedestrian Access Areas) of a capital nature and costs associated with establishing and maintaining the Reserve Fund;
<b>Reserve Fund Forecast</b>	means a study of the reserve funds required to be collected from the Owners and deposited into the Reserve Fund over a rolling ten (10) year period from the date of the forecast, in order to pay for the capital repair, maintenance and replacement of the Master Community Facilities and the Pedestrian Access Areas and to pay for Enhancements;
<b>Restricted Master Community Facilities</b>	means those parts of the Master Community Facilities that house any of the plant or equipment or have otherwise been designated as such by the Master Developer from time to time;
<b>Retail Strategy</b>	means the retail strategy issued by the Master Developer from time to time, as further detailed in <b>clause 23.3</b> ;
<b>Retail Unit</b>	means a retail unit or retail Lot in a Building or Plot;
<b>RTA</b>	means the Dubai Roads and Traffic Authority;

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<b>Sales Documentation</b>	means the sales documentation (including documentation in respect of the sale of a Leasehold Interest) entered into between the Master Developer (or its affiliate) and the first Owner of a Building, Plot or Lot and any subsequent Transferee of the same (as the case may be);
<b>Security Access Device(s)</b>	is a key, magnetic card or other device used to open and close doors, access gates or locks or to Operate alarms, Security Systems or communication systems within the Master Community;
<b>Security System</b>	means the centralised security system within the Master Community (but excluding those systems dedicated to Buildings) that monitors and controls security equipment, including but not limited to cameras, sensors, monitors, movement detectors, alarms and Security Access Devices.
<b>Service Charge Zone(s)</b>	means the service charge zones designated by the Master Developer from time to time to fairly allocate the Master Community Expenses between Owners. A reference to a Service Charge Zone in this Declaration includes a reference to all Plots, Buildings, Lots, Master Community Facilities, Pedestrian Access Areas and Utility Infrastructure within such Service Charge Zone;
<b>Signage</b>	means any sign, billboard, poster, placard, banner, Façade, lights, embellishments, names, notices, hoardings, promotional signage during or after construction, advertisements, or the like;
<b>Signage Fees</b>	means the fees payable to the Master Developer by the Owners and the Occupiers in respect of all Signage within their Properties, at such rate as shall be determined by the Master Developer from time to time;
<b>Strata Management Statement</b>	means the strata management statement (or statements) adopted in respect of a Plot or Building (as appropriate) that comprises multiple-ownership in accordance with the Strata Title Law;
<b>Special Master Community Charge(s)</b>	means a service charge raised by the Master Developer pursuant to <b>clause 27.14</b> ;
<b>Strata Plan(s)</b>	the strata plan of a Subdivision (of a Building or a Principal Lot) Registered at the Real Property Register under the Strata Title Law, showing the Lots and Common Property within the Building or the Principal Lot.
<b>Strata Scheme</b>	means the complex of Lots and Common Property (together with the system of administration and management) created on the Registration of a Strata Plan, as further defined in the Strata Title Law;
<b>Strata Subdivision</b>	means the subdivision (along the vertical plane or horizontal and vertical plane) of a Plot, Building or Principal

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	Lot (or part thereof) into further Lots and Common Property, in accordance with the Strata Title Law;
<b>Strata Title Law</b>	means the DIFC Strata Title Law no 5 of 2007, and includes any amendment and/or replacement thereof, and any other directions or regulations intended to complement or amend such law from time to time;
<b>Subdivided</b>	means the Strata Subdivision of a Plot, Building or Principal Lot into further Lots and Common Property, in accordance with the Strata Title Law, and the term “ <b>Subdivision</b> ” shall have a corresponding meaning;
<b>Substitute Representative(s)</b>	means a natural person appointed by an Owner to represent that Owner as a substitute for the Representative of that Owner;
<b>Supplier(s)</b>	means any consultant, contractor, tradesperson or the like who provides services to the Master Developer, including services in connection with the Operation of the Master Community Facilities and the Pedestrian Access Areas, or provides such services to an Owner and/or an Occupier in respect of a Plot or a Building;
<b>Supplementary Master Community Service Charges</b>	means an additional Master Community Service Charges levied on an Owner for an additional access or service provided to its Property;
<b>Terrace</b>	means any substantially uncovered external paved areas within a Property (or for which an Owner has been granted an exclusive use right);
<b>Transferee</b>	means any person or entity that receives or is to receive any whole or partial interest in a Property, including any purchaser, transferee or the like, and includes any person or entity that will receive a controlling interest in the Owner following a Change of Control of such Owner;
<b>UAE</b>	means the United Arab Emirates;
<b>Undeveloped Plot(s)</b>	means any Plot that is vacant and where no building permit has been issued by the Relevant Authorities or construction mobilisation works have commenced;
<b>Upgrading or Redevelopment Works</b>	means any upgrading or redevelopment works to existing Master Community Facilities and/or Pedestrian Access Areas to provide for greater efficiency, capacity or generally improve the benefit of such Master Community Facilities and/or Pedestrian Access Areas to the Master Community. For example, works undertaken to change, widen or add to the Master Community Utility Infrastructure, Building Management System or Master Community Road Network will be considered to be part of the Master Developer's Upgrading or Redevelopment Works;
<b>Utility Infrastructure</b>	means the plant, equipment and systems by which the Utility Services are supplied to the Properties, the Master Community Facilities and the Pedestrian Access Areas,

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	including but not limited to 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 equipment and meters for measuring the reticulation or supply of the Utility Services;
<b>Utility Service Provider(s)</b>	means the provider of a Utility Service;
<b>Utility Service(s)</b>	means the utility services provided to the Master Community (or any part thereof) by a Supplier, the Master Developer or any other Relevant Authority;
<b>Vehicular Tunnel</b>	means the tunnel located within the Master Community that provides vehicular access to designated Plots;
<b>Visitors</b>	means an Owner's or an Occupier's invited visitors to the Master Community including an Owner's or an Occupier's customers, guests and family members;
<b>Works</b>	means any fit out works, building works or alterations proposed to be undertaken by an Owner or an Occupier to its Property (including any Common Property).

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## Schedule 2

### Master Community Rules

#### 1 General

##### 1.1 Introduction

The Master Community Rules are implemented to maintain harmony and to promote a cohesive environment for every Owner and Occupier. They ensure that the behaviour of all Owners, Occupiers and their Invitees is of an acceptable standard. All Owners and Occupiers must abide by the Master Community Rules at all times and shall ensure that their Occupiers and Invitees (as applicable) also comply with the Master Community Rules.

##### 1.2 Definitions and Interpretation

Except where the context otherwise requires, references in these Master Community Rules to:

- (a) the "**Owner**" includes a reference to the owner of a Property, and their respective Occupiers and Invitees;
- (b) the "**Property**" is a reference to a Property and includes a reference to a part thereof including any Lot and Common Property contained therein;
- (c) references to the Master Community Facilities also include the "**Pedestrian Access Areas**" where appropriate; and
- (d) all other capitalised terms have the meanings defined in the Declaration.

In all other respects, except where the context otherwise requires, the rules of interpretation contained in the Declaration, of which these Master Community Rules form a part, apply to these Master Community Rules.

#### 2 Permitted Use

- (a) An Owner shall ensure that its Property is used strictly for its permitted use as specified in the Declaration or otherwise approved by the Relevant Authorities.
- (b) An Owner shall not use its Property for any illegal or immoral act nor for any use that may harm the reputation of the Master Community, the Master Developer or any other Owner or Occupier.
- (c) An Owner shall comply with all prevailing Applicable Laws and the conditions of any license it holds in respect to its use and occupation of its Property and the Master Community.
- (d) Owners and Occupiers shall ensure that their respective activities, in particular business activities, shall at all times be conducted and carried out with reasonable or diligent care, and with due consideration for other Owners and Occupiers in the Master Community;
- (e) An Owner shall not conduct in or upon any part of the Master Community including its Property, any auction, clearance or liquidation sale without the prior Approval of the Master Developer and without procuring the necessary permit from any Relevant Authority.

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### **3 Obligations of Owners and Occupiers**

#### **3.1 Insurance**

An Owner shall obtain and maintain Insurance in respect of its Property (insofar as it is not covered by the Insurances effected by the Master Developer or its Body Corporate) and contents for such amounts, on such terms and with such an insurer as is reasonably acceptable to the Master Developer in accordance with the Declaration, and shall provide a copy of such Insurance policy if and when requested by the Master Developer from time to time.

#### **3.2 Easements**

An Owner or Occupier shall adhere strictly to the terms of any easements, covenants and restrictions benefiting or burdening the Property as set out in the Sales Documentation (or Lease, as the case may be), the Governance Documents and the Declaration.

#### **3.3 Obligation to Maintain the Property**

- (a) An Owner shall, at all times, maintain, repair and keep the whole of its Property in good and substantial repair, working order and condition in accordance with the Declaration (including all doors, windows, machinery, plant, equipment, fixtures and fittings which may be installed in the Property) to a standard equivalent to or greater than the standard of the remainder of the Master Community.
- (b) An Owner shall, without affecting the generality of above, at the Owner's expense:
  - (i) cause its Property to be cleaned (and kept free of dirt and rubbish and of vermin, rodents, insects, pests and disease) on a regular basis in a proper and workmanlike manner and to a standard at least equivalent to the remainder of the Master Community;
  - (ii) keep clean and maintain in good order, repair and condition all fittings, plant, furnishings and equipment in its Property;
  - (iii) immediately repair all broken glass with glass of the same or similar quality, and all damaged or broken lighting, electrical equipment (including light globes and fluorescent tubes) and plumbing installed upon the Property; and
  - (iv) not use the lavatories, sinks and drainage and other plumbing facilities in its Property or the Master Community for any purpose other than those for which they were intended and not deposit or permit to be deposited in such facilities any sweepings, rubbish or other matter. Any damage caused to such facilities by the misuse of the Owner shall be made good immediately by the Owner upon notification of the same.

#### **3.4 Behaviour of the Owners**

- (a) An Owner shall not create any noise in its Property likely to interfere with the peaceful enjoyment of other Owners or Occupiers in the Master Community or any person lawfully using the Master Community Facilities.
- (b) An Owner shall not carry out any nuisance, obnoxious or offensive activities in its Property, nor shall it do or allow to be done or maintained on any part of the Master Community any activity which may be or may become an annoyance or nuisance to other Owners or Occupiers in the Master Community or any person lawfully using the Master Community Facilities.

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- (c) An Owner shall not use any electronic equipment including any television or loudspeakers or other noise generating equipment that can be heard from outside its Property at an unacceptable level, as determined by the Master Developer in its absolute discretion.
- (d) An Owner when in any public areas or Common Property shall be adequately clothed and shall not use language or behave in a manner likely to cause offence or embarrassment to the other Owners or Occupiers in the Master Community or any person lawfully using the Master Community Facilities.
- (e) No Owner or Occupier shall permit its employees, contractors, Suppliers and others over whom it may have control to solicit business anywhere within the Master Community Facilities or to distribute pamphlets or other advertising matter on motor vehicles parked within them, without the prior approval of the Master Developer.
- (f) Owners and Occupiers must supervise their children when outside of their Properties.
- (g) An Owner shall not behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier in the Master Community or any person lawfully using the Master Community Facilities.

### 3.5 **Appearance of Property**

- (a) An Owner shall not, without the prior Approval of the Master Developer, maintain within its Property (including on any Terrace or Balcony) any item or furnishing that is, in the opinion of the Master Developer) aesthetically displeasing, or generally not in keeping with the rest of the Master Community.
- (b) An Owner shall not, except with the prior Approval of the Master Developer, hang any washing, towels, bedding, clothing or other article on any part of its Property (including on any Terrace or Balcony) in such a way as to be visible from outside the Property.

### 3.6 **Security**

- (a) An Owner shall use best endeavours to keep its Property and any property contained therein secure at all times, and the Owners shall comply with all rules and directions of the Master Developer with respect to any security procedures implemented from time to time by the Master Developer and the Master Developer's security teams, including emergency evacuation drills and procedures which may be carried without prior notice during the standard retail or commercial business hours.
- (b) All users of the Vehicular Tunnel must follow the directions of the Master Developer at all times.
- (c) Although the provision of security services in the Master Community may not be designated as a Master Community Core Service, and the Owners are free to engage Suppliers as determined by the Owners, the Owners shall only engage licensed reputable security services Suppliers approved by the Master Developer, and shall ensure that such Suppliers comply with the requirements of the Master Developer with respect to the provision of such security services, and comply with the directions of the security services Suppliers appointed by the Master Developer with respect to the Master Community.

### 3.7 **Health and Safety Guidelines**

All Owners must comply with all fire, safety, health and environmental laws, rules and regulations in relation to its Property under the Applicable Laws and as are further prescribed

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in the Declaration and the Health and Safety Guidelines issued and updated by the Master Developer from time to time. Copies of the prevention maintenance contracts, certificates and reports must be sent to the Master Developer in accordance with the Facility Management and Health and Safety Guidelines and Requirements or upon the Master Developer's request (as the case may be).

### 3.8 **Preservation of Fire Safety**

- (a) An Owner shall not do anything in its Property or the Master Community that is likely to affect the Operation of fire safety devices in the Master Community or to reduce the level of fire safety in its Property or the Master Community.
- (b) The provision of fire safety services or other services in connection with the Operation of fire safety devices in the Master Community is a Master Community Core Service, and the Owners shall only engage the Supplier nominated or approved by the Master Developer (either directly or via the Master Developer) to provide such fire safety services.

### 3.9 **Prevention of Hazards**

- (a) An Owner shall not do anything in its Property or the Master Community that is likely to create a hazard or danger to any other Owner or any person lawfully using the Master Community including the storage of any goods or materials anywhere which blocks the walkways, exit/entrance routes or doors.
- (b) No naked flames or the burning of incense is permitted within a Property or the Master Community Facilities or any part thereof.
- (c) An Owner shall not without the prior Approval of the Master Developer, use or store in its Property any inflammable chemical, liquid or gas or other inflammable material.
- (d) An Owner shall not leave any items in the Master Community Facilities at any time and shall dispose of any items of furniture or white goods as directed by the Master Developer.
- (e) An Owner shall not leave any cooking appliances unattended when in use and shall only use cooking appliances in the designated kitchen areas and shall use such appliances in accordance with the manufacturer's instructions.
- (f) Any Owner or Occupier that has gas appliances must ensure that all their gas appliances, fuels and installation pipes work are regularly inspected and maintained in a safe condition and that all inspections, tests, repairs or maintenance work on such installation, are carried out by a competent and qualified person certified by Dubai Civil Defence.
- (g) Any leak from a gas appliance or pipes work must be immediately notified to the Dubai Civil Defence, the Master Developer and the appropriate Relevant Authority, and all requisite action must immediately be taken by the Owner or the Occupier in coordination with the Master Developer, the gas supplier and the appropriate Relevant Authority.

## 4 **Master Community Facilities**

### 4.1 **Obstruction of Master Community Facilities**

- (a) No Owner or Occupier or any of its Invitees shall in any way obstruct or permit the obstruction of any part of the Master Community Facilities.

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- (b) No Owner or Occupier shall in any way cover or obstruct any lights, sky-lights, windows or other means of illumination of the Master Community Facilities.
- (c) In the event of any breach of this provision, the Master Developer may remove the obstruction without being held liable for any damage or loss occasioned by such removal and the Master Developer is entitled to dispose of the offending items at the Owner's sole cost and expense without notice to the Owner.

#### 4.2 **Damage to Master Community Facilities**

- (a) An Owner shall not damage or deface any structure that forms part of the Master Community Facilities.
- (b) An Owner shall make good any damage caused by the Owner or its Occupier (or their respective Invitees) to the Master Community Facilities or any fixtures and fittings belonging to any other Owner's Property occasioned by want of care, misuse or abuse on the part of the Owner or its Occupiers or Invitees.
- (c) An Owner shall give the Master Developer prompt notice in writing of any defect or services to or fittings in need of repair in the Master Community Facilities, and of any circumstances likely to be or cause any danger, risk or hazard to the Master Community Facilities or any person.

#### 4.3 **Damage to Lawns and Plants on the Master Community Facilities**

An Owner shall not without the prior Approval of the Master Developer:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the Master Community Facilities; or
- (b) use for its own purposes any portion of the Master Community Facilities.

### 5 **Garbage Disposal**

#### 5.1 **Depositing Garbage and Other Material on Master Community Facilities**

- (a) An Owner shall not deposit or throw on the Master Community Facilities any garbage, dirt, dust or other material, or discard any items on the Master Community Facilities.
- (b) An Owner shall not leave any used furniture, white goods (or other items other than the usual waste left for collection in accordance with the directions of the Master Developer) on any Master Community Facilities or Common Property and shall dispose such items in accordance with the directions of the Master Developer.

#### 5.2 **Garbage Disposal**

- (a) An Owner shall not accumulate rubbish in, on or around its Property or within the Master Community and shall ensure that all rubbish and refuse is removed from its Property to such locations as determined and notified to the Owner by the Master Developer from time to time.
- (b) No Owner or Occupier shall throw or permit to be thrown or to be dropped or to fall any articles or substance, whatsoever, from or out of the Property, and shall not place upon any sill, ledge or other part of the Property, or the Master Community Facility, any article or substance.
- (c) An Owner, in relation to the disposal of garbage, waste and recyclable material shall:

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- (i) ensure that the garbage is securely wrapped;
  - (ii) ensure that tins or other containers are completely drained;
  - (iii) ensure that recyclable material or waste is separated and prepared in accordance with the applicable recycling guidelines, if any; and
  - (iv) comply with the Master Developer's requirements for the storage, handling and collection of garbage, waste and recyclable material.
- (d) An Owner shall promptly remove or clean up anything which the Owner may have spilled in the area housing the designated shared receptacles for garbage, recyclable material or waste.
- (e) An Owner shall notify the Master Developer of any loss of, or damage to the designated shared receptacles for garbage, recyclable materials or waste.
- (f) Waste that will be generated from the fit out or construction works carried out by a specialist contractor must be removed by the said contractor, at their cost, and at the end of each working shift.
- (g) The Master Developer may post signs on the Master Community Facilities with instructions on the handling of garbage, recyclable material and waste.
- (h) This **Rule 5.2** does not require an Owner to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any Applicable Laws applying to the disposal of such waste.
- (i) If an Owner fails to remove any garbage, recyclable material or waste strictly in compliance with this **Rule 5.2**, the Master Developer shall be entitled to enter its Property and remove the garbage, recyclable material or waste at the Owner's sole cost and expense.

## 6 Fixtures and fittings

- (a) All blinds, shades, awnings, window ventilators, light luminaries and other similar fittings and fixtures installed by the Owner or the Occupier in or upon the Property and visible from outside the Property shall conform strictly to the requirements and standards of the Master Developer and all Owners and Occupiers shall comply with the approval requirements in the Declaration.
- (b) All materials and equipment used for the purpose of decorating the Property must be kept within the Property.
- (c) Every relevant Owner or Occupier agrees to adjust/replace certain decorative or shop or office fitting decorations upon its deterioration due to wear and tear or for the purposes of upgrading the standard of the Property as may be deemed necessary by the Master Developer or upon receiving notification from the Master Developer.
- (d) Every Owner or Occupier is required to co-operate with and provide access to the Master Developer or his authorized representative, when inspections of the whole of Master Community are carried out periodically, to check the general standards in the Properties.
- (e) Body Corporates and their managers shall be required to adhere to international standards of facilities management and maintenance of their Properties, and the

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Master Developer shall undertake inspections and issue rules and regulations from time to time and impose fines and penalties for non-compliance.

## **7 Deliveries and Removals**

### **7.1 Movement of Goods**

- (a) An Owner shall be responsible for any damages to the Master Community and equipment caused by the transportation of construction materials and large items, including any damage caused to roads or infrastructure caused by delivery vehicles.
- (b) An Owner shall ensure that all deliveries and removals (and workmen) use only designated access way so as not to inconvenience other Owners and Occupiers.
- (c) An Owner shall ensure that adequate measures are taken to protect the Master Community Facilities during any bulk deliveries or removal works.
- (d) An Owner shall ensure that packing and crating materials shall be removed and disposed of in an appropriate manner and not left on the Master Community Facilities or Common Property.

### **7.2 Timings**

Bulk deliveries and removals should be carried out during the hours advised by the Master Developer from time to time.

### **7.3 Permission Required**

An Owner shall obtain permission from the Master Developer at least forty eight (48) hours in advance for bulk deliveries and removals of construction materials and large items across the Master Community Facilities (excluding the Vehicular Tunnel which has a separate system for the management of deliveries), and shall ensure that such deliveries and removals are booked in with the Master Developer. The Master Developer may deny entry for bulk deliveries and removals if this provision is breached.

## **8 Owner's Signage**

- (a) An Owner may only erect, display, affix or exhibit any Signage (and collect and retain any revenues derived therefrom) on any interior or exterior part or parts of its Property if each of the following conditions have been satisfied:
  - (i) prior Approval to the size, design, location and content of such Signage from the Master Developer and the Relevant Authorities (which Approval and consent may be withheld in their absolute discretion);
  - (ii) payment to the Master Developer of any applicable Signage Fees levied by the Master Developer; and
  - (iii) payment of any applicable fees of any Relevant Authority in respect of any such Signage.
- (b) An Owner shall not install any neon, moving, blinking, animated or audible signs within its Property.
- (c) Plot Owners shall erect and maintain hoardings around their Plot boundary, at the Plot Owners' sole cost and expense, and to standards Approved by the Master Developer in advance.

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## 9 Advertising, Marketing and Events

- (a) An Owner shall not place or display any merchandise or advertising material of any nature whatsoever in any part of its Property, or in any part of the Master Community Facilities or other parts of the Master Community, without the prior Approval of the Master Developer and the Relevant Authorities, and fully complying with the obligations in relation to Signage set out in the Declaration.
- (b) An Owner shall not, without the prior Approval of the Master Developer (in accordance with the Declaration) and the approval of the Relevant Authorities, carry out any marketing activities or deliver merchandise or solicit business anywhere within the Master Community Facilities, nor distribute pamphlets or other advertising and/or marketing materials within the Master Community Facilities, nor leave any merchandise or advertising materials on or within the Master Community Facilities at any time.
- (c) An Owner, Occupier or a Body Corporate must not hold or undertake any public or promotional events, exhibitions, public meetings, public entertainment or similar activities on or within the Building, the Properties and the Master Community without the Master Developer's prior written consent.

## 10 Storage

- (a) An Owner shall only store or stock goods or equipment in its Property that are necessary for the use of the Property for its purpose and shall ensure that such goods or equipment are stored in its Property in a proper manner, without creating any mezzanine levels or using false ceilings as storage areas, and without the express Approval of the Master Developer and the approval of the Relevant Authorities.
- (b) An Owner shall not suspend heavy loads from ceilings, the main structure or suffer floors to be loaded beyond safety limits.

## 11 Keeping of Animals

- (a) No animals that are not considered to be a domestic household pet shall be brought into or kept within the Master Community.
- (b) Domestic dogs, cats, birds, fish and reptiles may be kept as household pets, provided that they are not kept, bred or raised for commercial purposes and the number of animals within a Property is reasonable given the size and use of the Property, as determined by the Master Developer.
- (c) Pets shall be housed and cared for in a humane manner and in accordance with the best international practices on animal care and the Applicable Laws.
- (d) No animal shall be allowed to make an unreasonable amount of noise, or to become a nuisance to the Owners and the Occupiers of the Property or the Master Community.
- (e) All dogs shall be kept on a leash within the Master Community or any Common Property when not within the boundary walls of a Property.
- (f) Any dog faeces or wastes deposited upon any portion of the Master Community shall be promptly removed and properly disposed of in a sanitary manner by the dog handler. Dog handlers are deemed to include domestic employees that exercise the pet.
- (g) Non-compliance to these rules may result in a fine being imposed on the Owner of the dog in accordance with this Declaration.

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- (h) All pets shall wear appropriate identification at all times when out of its Owner's or Occupier's Property.
- (i) An Owner is liable to all other Owners and Occupiers and their Invitees for the actions of any animal brought or kept in the Property by the Owner or its Occupiers.
- (j) Pet food of any kind should not be left on any portion of the Master Community or near any structures, including front porches, decks and/or Balconies.
- (k) Owners and Occupiers may contact the Dubai Municipality if there is a serious incident involving an animal within the Master Community. This includes losing pets, abandoned pets and inhumane treatment of a pet, disturbance by a neighbour's pets within the Master Community and being attacked by a pet.
- (l) Pets must not be kept on the Terrace or the Balconies.
- (m) The provisions relating to animals in these Master Community Rules do not override the rules and regulations of a Building where animals are not permitted.

## 12 **Traffic – Road Usage and Safety**

- (a) The maximum speed limits on the roads within the Master Community will be set by the Master Developer or the RTA from time to time.
- (b) No vehicle of any kind may be Operated in any manner which is dangerous, noisy or which creates a nuisance. Any violation of the speed limit or driving considered to be dangerous by the Master Developer shall be deemed to be a serious violation of these rules and shall be dealt with accordingly.
- (c) The Operation of dirt bikes, trail bikes, sand buggies, off-road vehicles and non-licensed motorized vehicles (including motorized toy vehicles) is not permitted anywhere within the Master Community.
- (d) Vehicles may be parked only on such areas of the Master Community Facilities as are specifically indicated or approved by the Master Developer for that purpose, and in such a way that the flow of traffic and access to and egress from parking bays is not obstructed. One vehicle may not occupy two (2) parking bays.
- (e) Vehicles that drip fluids or that damage the roads are to be removed or repaired. The Owner will be responsible for the clean-up and/or repair or the reimbursement to the Master Developer or relevant Body Corporate for such clean-up and/or repair.
- (f) Pedestrians always have the right-of-way on walkways, pathways and footpaths.

## 13 **Parking (General)**

- (a) Each Property within the Master Community that provides a certain number of public/visitor parking for the Invitees of the Owners and Occupiers must ensure that such spaces are for visitor parking usage and not allocated to any Owner or Occupier. No Owner or Occupier may use any visitor parking for its personal use and the Master Developer may clamp or have violating vehicles towed away at the vehicle owners' expense and/or issue a fine on the offending Owner or Occupier.
- (b) All vehicles parked within the Master Community are parked entirely at the vehicle owners' sole risk and liability, and the Master Developer shall have no liability whatsoever for any vehicles parked within the Master Community or the contents of such vehicle.

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- (c) It is strictly prohibited to park any vehicles on the curb side of the roads or access ways within the Master Community at any time. The Master Developer may clamp or have violating vehicles towed away at the vehicle owners' expense and/or issue a fine on the offending Owner or Occupier.
- (d) Parking on the pavements or gardens or any lawn area is strictly prohibited. The Master Developer may clamp or have violating vehicles towed away at the vehicle owners' expense and/or issue a fine on the offending Owner or Occupier.
- (e) Oversized vehicles may not be parked within the Master Community Facilities with the exception of delivery and removal vehicles while performing services for the Owner or Occupier, and only then in accordance with the directions of the Master Developer.
- (f) No dune buggy, water craft, water craft trailer, truck, recreational vehicle, mobile home, motor home, van or camper shell which is detached from a vehicle shall be parked within the Master Community Facilities, unless for a temporary period and only then in accordance with the Approval and directions of the Master Developer.
- (g) The Master Developer may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in contravention of these Rules.

#### 14 **Parking (Retail Units)**

- (a) In the event that parking is made available for a Retail Unit from the Master Community Facilities or the Master Community generally, such parking will be subject to the control of the Master Developer, and to such regulations and restrictions as it may from time to time impose, including the designation of specific areas in which vehicles may be parked. The Owner or the Occupier agrees after notice thereof to abide by such regulations and restrictions, and use its best efforts to cause its customers, Invitees and employees to conform thereto. The Master Developer reserves the right to charge a fee at such rate or rates as may, from time to time, be fixed by the Master Developer in respect of such parking facilities.
- (b) An Owner or an Occupier shall upon request furnish to the Master Developer the license numbers of the vehicles used by the Owner or the Occupier, its agents and employees.
- (c) No Owner or Occupier shall permit trade vehicles, while being used for delivery and pick up of goods and merchandise to or from the Retail Unit, to be driven, parked or stopped at any place or time within the Master Community Facilities, except via the Vehicular Tunnel or such service access points, service roads and loading areas designated by the Master Developer, and the Owner or Occupier shall prohibit its employees, service Suppliers and others over whom it may have control from parking delivery vehicles during loading or unloading in any place other than the said loading areas, or such other places which the Master Developer may from time to time allot for such purposes. The Owner or the Occupier shall not use or permit to be used the said loading areas for the storage of goods or for any other purposes other than for the prompt loading or unloading of goods.

#### 15 **Master Community Facilities**

- (a) The Master Community Facilities are for the use of Owners and Occupiers, their Visitors and their Invitees, as well as members of the public.

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- (b) Owners and Occupiers wishing to hold functions in any open space in the Master Community shall obtain prior Approval of the Master Developer (which may be withheld in its absolute discretion) and shall pay a refundable security deposit upon Approval.
- (c) Master Community Facilities are shared facilities and no Owner or Occupier may seek to exclude another Owner or Occupier from using the Master Community Facilities at any time.
- (d) The Master Developer reserves the right to withhold authorisation for any event, in order to prevent any major disturbance to the Owners and the Occupiers within the Master Community due to excessive vehicular or pedestrian traffic or noise.

#### 16 **Lost property**

Property found within the Master Community Facilities should be given to a security officer appointed by the Master Developer or directly to the customer service counter established by the Master Developer within the Master Community. The property will be returned to the claimant on proper identification and receipt is obtained from the claimant. If there is no claimant, then the property will be taken on charge by the security shift in charge. A proper record of all items will be maintained. If any document such as passport, credit card, money, etc. is found, it shall be handed over to the police.

#### 17 **Standard Retail Business Hours**

- (a) Every Owner and Occupier of a Retail Unit shall keep the Retail Unit stocked with merchandise appropriate to the permitted use, staffed, illuminated and open for business continuously and uninterruptedly during the standard retail business hours, as determined and approved by the Master Developer from time to time.
- (b) During the Holy Month of Ramadan all Retail Units must remain open during such hours as the Master Developer may reasonably request, or as otherwise advised by the Master Developer in writing.
- (c) Notwithstanding anything hereinafter contained, a Retail Unit shall not be or remain open for business at or during any time or times prohibited under the Applicable Laws.
- (d) Every Owner or Occupier must advise the Master Developer of any work or occupation of their Retail Units outside the standard business trading hours determined by the Master Developer by staff or other personnel. Any contractor not holding a security pass issued by the Master Developer will be refused admission to the Property, (emergencies excepted) if forty eight (48) hours' notice has not been given to the Master Developer.

#### 18 **Window displays**

- (a) Every Owner and Occupier of a Retail Unit shall ensure that the window displays, if any, in the Retail Unit are tastefully and professionally arranged and the Owner or Occupier thereof shall comply with all reasonable requirements made from time to time by the Master Developer in this regard. The Master Developer shall give the Owner or the Occupier seven (7) days' notice in writing to take the necessary action to remedy a display or window. If the Owner or Occupier fails to remedy the situation within aforesaid period, the Master Developer shall be entitled to enter the Retail Unit and remedy the situation at the Owner's or the Occupier's sole cost and expense.

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- (b) Retail Unit windows where provided must be cleaned daily by the Owner or the Occupier out of trading hours before 8 am each day. Any spillage and drips from the Retail Unit shall be removed immediately.

## 19 **External Trading**

All Owners or Occupiers of a Retail Unit are prohibited from trading beyond the boundaries of its Retail Unit, provided however, that the Owner or the Occupier may be permitted to erect temporary displays in the Master Community Facilities, if permitted by the Master Developer.

## 20 **Exhibitions and Sales**

No Owner or Occupier of a Retail Unit shall conduct or permit to be conducted on the Retail Unit, any exhibitions, auction, clearance, liquidation sale or any promotional activities without the prior written consent of the Master Developer.

## 21 **Stocking of Retail Unit**

- (a) Retail Units must be adequately stocked at all times during trading hours and properly staffed according to the needs of the business.
- (b) The display windows must be adequately merchandised and stocked during business hours. Stock should be rotated frequently so as to preserve the reputation of the Master Community as a prestigious retail development.

## 22 **No Liability**

The Master Developer shall not be liable for any injury or loss or damage of any description which any Owner or Occupier may sustain, physically or to its or their property, directly or indirectly, in or about the Master Community Facilities or in the Property by reason of any defect in the Master Community Facilities, its amenities or in the Property or for any act done or for any neglect on the part of the Master Community or the Master Developer, or any of its employees, servants, agents or contractors.

## 23 **Enforcement of Master Community Rules**

In addition to any other rights under the Declaration and the Master Community Rules, the Master Developer may issue breach notices or penalties in relation to breach of these Master Community Rules in accordance with the provisions set out in the Declaration.



## Schedule 3

### Architectural Approval Process

#### 1 Overview

##### 1.1 Purpose of this Architectural Approval Process

The purpose of this Architectural Approval Process is to control the external appearance of all Properties within the Master Community by governing any Works to be undertaken within the Master Community in order to:

- (a) preserve the design integrity and architectural quality of the Master Community;
- (b) recognise the different needs of the Owners while having proper regard to the common interest of all the Owners and the Occupiers as a whole;
- (c) maintain the high aesthetic standards that make the Master Community; and
- (d) to uphold property values for the Owners.

##### 1.2 What does this Architectural Approval Process Regulate?

This Architectural Approval Process regulates all Works to be undertaken within the Master Community.

##### 1.3 Who shall comply with this Architectural Approval Process?

All Owners shall comply with this Architectural Approval Process. A reference in this Architectural Approval Process to an "Owner" includes a reference to an "Occupier" (and other parties bound by the Declaration).

##### 1.4 Can this Architectural Approval Process be varied?

The Master Developer may vary this Architectural Approval Process as it considers to be in the best interests of the Master Community from time to time, in accordance with the Declaration. The Master Developer shall notify the Owners of any variation to this Architectural Approval Process as soon as practicable after such variation.

##### 1.5 Disputes

The Dispute resolution provisions contained in **clause 32** of the Declaration apply to any Dispute as to the interpretation or application of this Architectural Approval Process and to any Dispute with respect to the granting or refusal of any consent under this Architectural Approval Process.

##### 1.6 Definitions and Interpretation

Except where the context otherwise requires, the definitions and rules of interpretation contained in the Declaration, of which this Architectural Approval Process forms part of, apply to this Architectural Approval Process.

#### 2 Architectural Standards

##### 2.1 Alterations to Property Appearance

An Owner or an Occupier shall not, except as otherwise provided in the Declaration, carry out any Works to its Property which changes the external appearance of the Property from

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that approved by the Master Developer (and the Relevant Authorities) as at the time of construction, including any changes to or the erection of:

- (a) the colour of any surface;
- (b) the type or quality of the materials used (unless such materials are of a higher quality);
- (c) the reflective nature of any surface;
- (d) the soundproofing qualities of any materials or surface;
- (e) any sunscreen or sun shading device (including the erection of any awning, pergola, pagoda or the like);
- (f) the nature of any hard surface, paving or walkway;
- (g) the nature of any landscaping;
- (h) any satellite dishes, aerials, electronic devices, air conditioning units or equipment, external stereo equipment (including external speakers and wiring); and/or
- (i) the external lighting and/or security devices.

### **3 Building Standards**

3.1 In addition to complying with this Architectural Approval Process at all times, an Owner shall ensure that all Works undertaken to its Property:

- (a) are in compliance with the provisions of the Declaration and all Applicable Laws;
- (b) are undertaken by reputable, qualified and licensed professional Suppliers experienced in undertaking such Works Approved by the Master Developer;
- (c) are undertaken in a proper, workmanlike and timely manner;
- (d) are undertaken promptly and in a manner in which the least inconvenience or nuisance is caused to other Owners and Occupiers;
- (e) involves the use of only high quality (and, where possible, new) materials fit for their purpose; and
- (f) are undertaken only after all necessary certifications have been obtained (including any engineer's certification and the like) to ensure that such Works do not impact on the structural integrity of the Master Community Facilities, the Pedestrian Access Areas or any neighbouring Property or structures.

3.2 In undertaking any Works, an Owner shall ensure that all debris is regularly removed and the Property (and the Master Community Facilities) is left clean and tidy at all times during the undertaking of the Works and once the Works are completed.

3.3 An Owner shall not, without the Approval of the Master Developer, place or store any items or building materials on the Master Community Facilities at any time.

3.4 An Owner shall promptly repair any damage caused to any Master Community Facilities during or as a result of its Works in accordance with the directions of the Master Developer.

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3.5 An Owner shall at all times follow the directions of the Master Developer (or its nominee) when undertaking Works or delivering items or materials over the Master Community Facilities.

3.6 The Master Developer may from time to time issue guidelines setting out certain Approved building standards and materials that may be used when undertaking certain Works.

#### 4 **Working Hours**

4.1 Approved Works shall only be carried out on Business Days between the hours of 9.00 am and 5.00 pm or such other hours Approved in writing by the Master Developer.

4.2 An Owner may apply to the Master Developer for Approval to work extended hours provided such extended hours do not disturb other Owners or Occupiers in the Master Community. Such Approval is at the sole discretion of the Master Developer.

#### 5 **Insurance**

5.1 An Owner shall ensure that all Suppliers who undertake any Works are adequately insured (by reference to the extent and the type of Works being undertaken by that Supplier as determined by the Master Developer) and comply with all Applicable Laws and shall provide to the Master Developer a copy of the Supplier's insurances prior to commencing Works.

5.2 Each Owner shall also ensure that during the development or any subsequent periods of repair or restoration of a Property all contractors, as and when so contracted, shall take out the following minimum insurance coverage:

- (a) contractors all risks insurances, (in the joint names of the contractors, the Owner and the Master Developer) including public/third party liability insurance with a minimum limit of indemnity of AED 20 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.

5.3 An Owner that undertakes any Works indemnifies and keeps indemnified the Master Developer and the other Owners (and Occupiers) against any and all Losses that may be suffered by the Master Developer and the other Owners and Occupiers resulting from the undertaking of the Works, including any loss suffered resulting from any defective work undertaken, and the entry of any Suppliers into the Master Community.

#### 6 **Approvals**

##### 6.1 **Approvals to Works**

6.1.1 An Owner shall not undertake any Works without first obtaining the prior Approval of the Master Developer.

6.1.2 An Owner shall obtain all necessary consents and approvals from any Relevant Authorities and shall provide to the Master Developer a copy of such consents and approvals prior to commencing the Works.

##### 6.2 **Making an Application for Approval**

6.2.1 Should an Owner desire to undertake any Works to its Property it shall submit to the Master Developer a '**Building Works Proposal**':

- (a) detailing the nature and extent of the Works;

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- (b) attaching plans and specifications of the Works;
  - (c) specifying the estimated time period for the carrying out of the Works;
  - (d) stating whether any Master Community Facilities or Pedestrian Access Areas will be affected;
  - (e) if the proposal is being submitted by an Owner within a Subdivided Building, attaching the relevant Body Corporate's original written consent to the Works; and
  - (f) if the proposal is being submitted by an Occupier, attaching the Owner's original written consent to the Works.
- 6.2.2 The Master Developer shall use all reasonable commercial endeavours to consider the Building Works Proposal and respond to the applicant within twenty (20) Business Days advising whether the Building Works Proposal has been Approved.
- 6.2.3 The Master Developer may require the applicant to submit further plans or specifications and may appoint consultants to review and make recommendations regarding the Building Works Proposal. All consultants' costs are the responsibility of the applicant.
- 6.2.4 The Master Developer may require variations to the Building Works Proposal submitted by the applicant to ensure that the Works accord with this Architectural Approval Process, including being in keeping with the design, standard and quality of the Master Community. The applicant may amend the Building Works Proposal and resubmit it to the Master Developer for Approval until such time as the Building Works Proposal is Approved by the Master Developer.
- 6.2.5 The Master Developer may charge the applicant a reasonable fee for assessing the Building Works Proposal including any expenses incurred by the Master Developer in such process and may require the applicant to pay a deposit as security for any damage caused to the Master Community Facilities arising from the undertaking of the Works.
- 6.2.6 The Master Developer may require the applicant to pay a reasonable refundable deposit as security against damages to the Master Community caused by the Works or transportation of materials through the Master Community (or otherwise incurred due to a default of the applicant's obligations under this Architectural Approval Process) (the "**Security Deposit**"). The Master Developer may determine the amount of the Security Deposit based on the nature of the proposed Works and the Owner authorises the Master Developer to use the Security Deposit to rectify any damage. The applicant must pay any shortfall promptly on demand. Any balance of the Security Deposit will be refunded to the applicant once the Works are completed and any damage has been rectified.
- 6.2.7 Only after Approval by the Master Developer of the Building Works Proposal, the applicant shall, at its own expense, obtain all necessary consents, approvals and licences (including for the avoidance of doubt, any necessary consent from any Relevant Authorities) in relation to the Works outlined in the Building Works Proposal (the "**Authority Consent**").
- 6.2.8 If the Works contemplated by another Owner have been Approved by the Master Developer, other Owners shall not unreasonably refuse to consent to an application to any Relevant Authority made by the Owner and shall execute any documentation necessary to evidence such consent.
- 6.2.9 The applicant shall not commence any Works until it has provided the Master Developer a copy of the Authority Consent and details of the Suppliers proposed to be engaged to undertake the Works for Approval of the Master Developer.

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- 6.2.10 The applicant shall proceed with the Works strictly in accordance with the Authority Consent, the Building Works Proposal Approved by the Master Developer, and this Architectural Approval Process.
- 6.2.11 During and upon completion of the Works by the applicant, the Master Developer (or its representative) may inspect the Works at any time to ensure that they are being, or have been, undertaken in accordance with this Architectural Approval Process. The applicant shall rectify, replace and/or remove any items as notified by the Master Developer that have been constructed or installed otherwise than in accordance with this Architectural Approval Process, as determined by the Master Developer acting reasonably.
- 6.2.12 In the event that an Occupier undertakes the Works, the Owner remains liable for the Works and for ensuring that the Works are undertaken by the Occupier in accordance with this Architectural Approval Process.
- 6.2.13 The applicant indemnifies and shall keep indemnified the Master Developer and the other Owners (and Occupiers) against any and all Losses arising directly or indirectly from or otherwise in connection with the undertaking of the Works.

### 6.3 **Conditional Approvals**

The Master Developer may make conditions if it approves a Building Works Proposal. These conditions may include (but are not limited to):

- (a) a reasonable time frame for the Works to be completed;
- (b) the hours and days during which the Works shall be carried out;
- (c) the hours and days during which materials may be delivered to the Property (including the manner and route in which materials shall be delivered); and
- (d) the materials to be used and methods of construction to be adopted.

### 6.4 **Standing Approvals**

The Master Developer may grant an Owner a standing Approval to undertake a specified type of Works from time to time without the necessity for seeking further Approval from the Master Developer on each occasion.

### 6.5 **Revoking Approval**

The Master Developer may revoke its Approval of Works if an Owner does not comply with the conditions of the Approval, including any condition that the Works be complete within a specified time frame.

## 7 **Failure to Comply with the Architectural Approval Process**

Should an Owner fail to comply with the provisions of this Architectural Approval Process, the Master Developer may:

- (a) take all steps to prevent access to the Master Community by any Suppliers engaged to undertake unauthorised Works;
- (b) require the Owner to remove any unauthorised Works and reinstate the Property;



- (c) undertake (or authorise or engage any Supplier to undertake) any work necessary to remove any unauthorised Works and reinstate the Property, if not undertaken promptly by the Owner; and
- (d) recover the cost of any works required to be undertaken from the Defaulting Owner.

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## Schedule 4

### Landscaping Approval Process

#### 1 Overview

##### 1.1 Purpose of this Landscaping Approval Process

The purpose of this Landscaping Approval Process is to provide a comprehensive overview of the standards of landscape maintenance and landscape design permitted in relation to all Properties and Common Property within the Master Community, to ensure that the character of the Master Community is maintained in a manner that is both complimentary to the design of the Master Community and responsive to a sustainable environment.

This objectives of this Landscaping Approval Process includes:

- (a) recognising the different needs of the Owners and the Occupiers while having proper regard to the common interests of the Owners and the Occupiers as a whole;
- (b) maintaining and strengthening the character of the Master Community;
- (c) creating aesthetically pleasing, safe and functional environment for people to live, work, visit and uphold property values for the Owners;
- (d) ensure landscaping enhances the identity of the development;
- (e) creating a sense of place or specific character, ensure functionality and provide long term visual interest;
- (f) establishing the landscape character of the Master Community and accommodate the retention of existing vegetation;
- (g) providing attractive streetscapes that reinforce the functions of the street and which is sensitive to form, landscape and environmental conditions of the development and locality;
- (h) ensuring that tree and shrub selection accommodates vehicle and pedestrian sight lines;
- (i) guiding future development towards appropriate design and construction of Landscaping Works;
- (j) ensuring preferred plant species are selected;
- (k) ensuring plant selection addresses the functional issues of the development, including screening and shading;
- (l) enhancing the development through the screening of undesirable features;
- (m) ensuring that the landscaping compliments the built environment in terms of scale and composition;
- (n) ensuring that the landscaping is a functional part of the Master Community design; and
- (o) ensuring that the location and type of planting does not compromise the function and accessibility of services.

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## 1.2 What does this Landscaping Approval Process Regulate?

This Landscaping Approval Process regulates all Landscaping Works to be undertaken within the Master Community.

## 1.3 Who shall comply with this Landscaping Approval Process?

The Master Developer and all Owners and Occupiers (and other parties bound by the Declaration) shall comply with this Landscaping Approval Process.

## 1.4 Can this Landscaping Approval Process be varied?

The Master Developer may vary this Landscaping Approval Process. It is recognized that this Landscaping Approval Process will be subject to periodic review when necessary to allow the incorporation of any unforeseen Operational changes or the addition of up-to-date technologies and techniques.

## 1.5 Disputes

The dispute resolution provisions contained in **clause 32** of the Declaration apply to any dispute as to the interpretation or application of this Landscaping Approval Process and to any dispute with respect to the granting or refusal of any consent under this Landscaping Approval Process.

## 1.6 Definitions and Interpretation

Except where the context otherwise requires, the definitions and rules of interpretation contained in the Declaration, of which this Landscaping Approval Process forms part of, apply to this Landscaping Approval Process.

# 2 Landscape Standards

## 2.1 General Provisions

- (a) An Owner or an Occupier shall not, except as otherwise provided in this Landscaping Approval Process, carry out any Landscaping Works to any external areas of a Property which substantially changes the external appearance of the Property from that designed or Approved by the Master Developer.
- (b) No Landscaping Works are permitted to be carried out by an Owner or an Occupier on the footpath, road verges or any other Master Community Facility or Common Property. This will include planting, paving, tiling, lighting/other electrical work or any other type of work.
- (c) Any landscape design within a Property shall be coordinated with underground service corridors, utilities and manhole covers in a manner Approved by the Master Developer. No Owner or Occupier may undertake any Landscaping Works that limits access to these services.
- (d) All plumbing and electrical work associated with the Landscaping Works are to be installed by suitably qualified and licensed Suppliers and placed so that they are accessible for inspection and maintenance.
- (e) All Suppliers shall comply with the Master Community Rules when accessing and working within the Master Community.

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- (f) Landscaping Works to existing landscape areas with a Property may only be modified in accordance with the provisions set out in this Landscaping Approval Process.
- (g) Boundary walls with a Property shall not to be altered without the Approval of the Master Developer. Addition of any sheeting glass, plastic, metal, etc. to any boundary walls will not permitted.

### 3 **Landscaping Works**

3.1 In addition to complying with this Landscaping Approval Process at all times, an Owner or an Occupier shall ensure that all Landscaping Works undertaken to its Property:

- (a) are undertaken in compliance with the Operational standards determined by the Master Developer from time to time;
- (b) are in compliance with the remaining provisions of this Declaration and all Applicable Laws;
- (c) are undertaken by reputable, qualified and licensed professional Suppliers experienced in undertaking such Landscaping Works;
- (d) are undertaken in a proper, workmanlike and timely manner;
- (e) are undertaken promptly and in a manner in which the least inconvenience is caused to other Owners and Occupiers;
- (f) involves the use of only high quality (and, where possible, new) materials fit for their purpose; and
- (g) are undertaken only after all necessary certifications have been obtained (including any engineer's certification and the like) to ensure that such Landscaping Works do not impact on the structural integrity of any other Property.

3.2 In undertaking any Landscaping Works, an Owner or an Occupier shall ensure that all debris is regularly removed and the Property (and surrounding Common Property) is left clean and tidy at all times during the undertaking of the Landscaping Works, and once the Landscaping Works are completed.

3.3 An Owner or Occupier shall repair any damage caused to any Master Community Facilities and Common Property or as a result of its Landscaping Works.

### 4 **Working Hours**

4.1 Approved Works shall only be carried out on Business Days between the hours of 9.00 am and 5 pm or such other hours Approved in writing by the Master Developer.

4.2 An Owner or Occupier may apply to the Master Developer for Approval to work extended hours provided such extended hours do not disturb other Owners or Occupiers in the Master Community. Such Approval is at the discretion of the Master Developer.

### 5 **Insurance**

5.1 An Owner or an Occupier shall ensure that all Suppliers who undertake any Landscaping Works are adequately insured (by reference to the extent and type of Works being undertaken by that Supplier as determined by the Master Developer) and comply with all Applicable Laws.

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- 5.2 An Owner or an Occupier that undertakes any Landscaping Works indemnifies and keeps indemnified the Master Developer and the other Owners and Occupiers against any and all Losses that may be suffered by the Master Developer or such other Owners or Occupiers resulting from any defective work undertaken, and the entry of any Suppliers into the Master Community.
- 6 **Approvals**
- 6.1 **Approvals to Landscape Works**
- 6.1.1 Any Owner or Occupier shall not undertake any Landscaping Works without obtaining the prior Approval of the Master Developer.
- 6.1.2 An Owner or Occupier shall also obtain all necessary consents and approvals from any Relevant Authority before it carries out any Landscaping Works.
- 6.2 **Making an Application for Approval**
- 6.2.1 Should an Owner or an Occupier desire to undertake any Landscaping Works to its Property, it shall submit to the Master Developer a Landscape Works Proposal:
- (a) detailing the nature and extent of the Landscaping Works;
  - (b) attaching plans and specifications of the Landscaping Works;
  - (c) specifying the estimated time period for the carrying out of the Landscaping Works;
  - (d) stating whether any Master Community Facilities and Common Property will be affected;
  - (e) if the proposal is being submitted by an Owner within a Subdivided Building, attaching the relevant Body Corporate's original written consent to the Works; and
  - (f) if the proposal is being submitted by an Occupier, attaching the Owner's original written consent to the Landscaping Works.
- 6.2.2 The Master Developer shall use all reasonable commercial endeavours to consider and respond to the applicant within twenty (20) Business Days advising whether the Landscape Works Proposal has been Approved.
- 6.2.3 The Master Developer may require the applicant to submit further plans or specifications and may appoint consultants to review and make recommendations regarding the Landscape Works Proposal. All consultants' costs are the responsibility of the applicant.
- 6.2.4 The Master Developer may require variations to the Landscape Works Proposal submitted by the applicant to ensure that the Landscaping Works accord with this Landscaping Approval Process, including being in keeping with the design, standard and quality of the Master Community. The applicant may amend the Landscape Works Proposal and resubmit it to the Master Developer for Approval until such time as the Landscape Works Proposal is approved by the Master Developer.
- 6.2.5 The Master Developer may charge the applicant a reasonable fee for assessing the Landscape Works Proposal including any expenses incurred by the Master Developer in such process and may require the applicant to pay a deposit as security for any damage caused to the Master Community Facilities and the Common Property arising from the undertaking of the Landscaping Works.

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- 6.2.6 The Master Developer may require the applicant to pay a reasonable refundable deposit as security against damages to the Master Community caused by the Landscaping Works (or otherwise incurred due to a default of the applicant's obligations under this Landscaping Approval Process) (the "**Security Deposit**"). The Master Developer may determine the amount of the Security Deposit based on the nature of the proposed Landscaping Works and the Owner authorises the Master Developer to use the Security Deposit to rectify any damage. The applicant must pay any shortfall promptly on demand. Any balance of the Security Deposit will be refunded to the applicant once the Landscaping Works are completed and any damage has been rectified.
- 6.2.7 Only after Approval by the Master Developer of the Landscape Works Proposal, the applicant shall, at its own expense, obtain all necessary consents, approvals and licences (including for the avoidance of doubt, any necessary consent from any Relevant Authority) in relation to the Landscaping Works outlined in the Landscape Works Proposal (the "**Authority Consent**").
- 6.2.8 The applicant shall not commence any Landscaping Works until it has provided the Master Developer a copy of the Authority Consent and details of the contractors engaged to undertake the Landscaping Works.
- 6.2.9 The applicant shall proceed with the Landscaping Works in accordance with the Authority Consent, the Approved Landscape Works Proposal and this Landscaping Approval Process.
- 6.2.10 During and upon completion of the Landscaping Works by the applicant the Master Developer (or its representative) may inspect the Landscaping Works at any time to ensure that they are being, or have been, undertaken in accordance with this Landscaping Approval Process. The applicant shall rectify, replace and/or remove any items as notified by the Master Developer that have been constructed or installed otherwise than in accordance with this Landscaping Approval Process as determined by the Master Developer in its absolute discretion.
- 6.2.11 In the event that an Occupier undertakes the Landscaping Works, the Owner remains liable for the Landscaping Works and for ensuring that the Landscaping Works are undertaken by the Occupier in accordance with this Landscaping Approval Process.
- 6.2.12 The applicant and the Owner indemnifies and shall keep indemnified the Master Developer and the other Owners and Occupiers against any and all Losses arising directly or indirectly from or otherwise in connection with the undertaking of the Landscaping Works.

### 6.3 **Conditional Approvals**

The Master Developer may make conditions if it approves a Landscape Works Proposal. These conditions may include (but are not limited to):

- (a) a reasonable time frame for the Landscaping Works to be completed;
- (b) the hours and days during which the Landscaping Works shall be carried out; and
- (c) the materials to be used and methods of construction to be adopted.

### 6.4 **Standing Approvals**

The Master Developer may grant an Owner or an Occupier a standing Approval to undertake a specified type of Landscaping Works from time to time without the necessity for seeking further Approval from the Master Developer on each occasion.



## 6.5 **Revoking Approval**

The Master Developer may revoke its Approval of Landscaping Works if an Owner or an Occupier does not comply with conditions of the Approval, including any condition that the Landscaping Works be complete within a specified time frame.

## 7 **Failure to Comply with the Landscaping Approval Process**

Should an Owner or an Occupier fail to comply with the provisions of this Landscaping Approval Process, the Master Developer may:

- (a) take all steps to prevent access to the Master Community by any Suppliers engaged to undertake unauthorised Landscaping Works;
- (b) require the Owner or Occupier to remove any unauthorised Landscaping Works and reinstate the Property;
- (c) undertake (or authorise or engage any Supplier to undertake) any work necessary to remove any unauthorised Landscaping Works and reinstate the Property, if not undertaken promptly by the Owner or Occupier; and
- (d) recover the cost of any works required to be undertaken from the Defaulting Owner or Occupier.

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## Schedule 5

### Operation of Master Community Utility Infrastructure

ITEM	OWNER	CAPEX	OPEX	MAINTENANCE	COMMENTS
Potable Water Network	DEWA	DEWA	DEWA	DEWA	<p>The Master Developer is responsible for the maintenance of the Utility Infrastructure for the water network in the Vehicular Tunnel and the Infrastructure Service Tunnel.</p> <p>DEWA is responsible for the maintenance of all other potable water network Assets.</p>
Sewerage Network	DEWA	DEWA	DEWA	DEWA	<p>The Master Developer is responsible for the maintenance of the Utility Infrastructure for the Sewerage network in the Vehicular Tunnel and the Infrastructure Service Tunnel.</p> <p>DEWA is responsible for the maintenance of all other sewerage network Assets.</p>
Electrical Power Network	DEWA	DEWA	DEWA	DEWA	<p>The Master Developer is responsible for the maintenance of the Utility Infrastructure for the electrical power network in the Vehicular Tunnel and the Infrastructure Service Tunnel.</p> <p>DEWA is responsible for the maintenance of all other electrical power network Assets.</p> <p>For clarity sake, each Owner is responsible for maintaining the plant and equipment within its own Building.</p>

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ITEM	OWNER	CAPEX	OPEX	MAINTENANCE	COMMENTS
Fire / Life System	Master Developer	Master Community Service Charge	Master Community Service Charge	Master Developer	The Master Developer is responsible for all Fire / Life System's equipment within the Vehicular Tunnel and the Infrastructure Service Tunnel. Outside of the Vehicular Tunnel and the Infrastructure Service Tunnel, the Master Developer is only responsible for monitoring through the Building Management System when connected. For clarity sake, each Owner is responsible for maintaining the plant and equipment within its own Building.
Security System	Master Developer	Master Community Service Charge	Master Community Service Charge	Master Developer	Provision only for the central Security System and access control in future. For clarity sake, each Owner is responsible for maintaining the plant and equipment within its own Building.
Building Management System	Master Developer	Master Community Service Charge	Master Community Service Charge	Master Developer	Provision for future connection to central BMS in DIFC control centre. All Plot Owners must integrate to the DIFC BMS when requested by the Master Developer.
District Cooling Plant and Network	Empower	Empower	Empower	Empower	<p>The Master Developer has entered into a standard master agreement for the supply of district cooling services to the Master Community, whereby Empower is granted the sole and exclusive right to provide chilled water services to the Master Community for twenty five (25) years from the site demand deliver date.</p> <p>Each Plot Owner must enter into a building owner cooling services agreement with Empower. Each Owner must provide space within their Building for Empower to install an energy transfer station.</p>
Gas Network	Plot Owner	Plot Owner	Plot Owner	Plot Owner	No central gas network.

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ITEM	OWNER	CAPEX	OPEX	MAINTENANCE	COMMENTS
Etisalat Infrastructure & Cables	Etisalat	Etisalat	Etisalat	Etisalat	Etisalat infrastructure and cables run through the Containments. All costs related to Etisalat infrastructure and cables are to sole cost of Etisalat.
Du Infrastructure & Cables	Du	Du	Du	Du	Du infrastructure and cables run through the Containments. All costs related to Du infrastructure and cables are to sole cost of Du.
Waste Management	Plot Owner	Plot Owner	Plot Owner	Plot Owner	Vehicular Tunnel and the Infrastructure Service Tunnel Lots must coordinate waste removal with the tunnel Logistic Management.
Public Realm Roads, Road Kerbs and Footpaths	RTA	RTA	RTA	RTA	Plot Owner is responsible to maintain, to the standard determined by the Master Developer, all hard and soft landscaping between the Plot boundary and the public realm, including all footpaths, kerbs and landscaping.
Truck and Service Tunnel	Master Developer	Master Community Service Charge (truck and service tunnel zone only)	Master Community Service Charge (truck and service tunnel zone only)	Master Developer	Costs include all maintenance, Operation, logistics, security, Infrastructure, Utility Services and management in relation to the Vehicular Tunnel and the Infrastructure Service Tunnel. Only those Lots with Beneficial Use of the Vehicular Tunnel and the Infrastructure Service Tunnel are required to contribute to the expenses relating to the Vehicular Tunnel and the Infrastructure Service Tunnel.  Owners must comply with all directions of the tunnel Logistic Management.

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ITEM	OWNER	CAPEX	OPEX	MAINTENANCE	COMMENTS
Loading Docks in Truck and Service Tunnel	Plot Owners	Plot Owners	Plot Owners	Plot Owners	Plot Owners are responsible for all expenses relating to the loading docks from the roller shutter door regardless of Plot boundary. The Master Developer is responsible for all costs up to the roller shutter door.
Pedestrian Access Areas	Master Developer	Master Community Service Charge	Master Community Service Charge	Master Developer	The Pedestrian Access Areas are located within the Plots, however the Master Developer is responsible for their Operation. Plots are not required to contribute to the expenses associated with Operating the Pedestrian Access Areas until after their respective connectivity dates.
Commercial Facilities within Pedestrian Access Areas	Master Developer	Master Developer	Master Developer	Master Developer	All Commercial Facilities within the Pedestrian Access Areas are owned by Master Developer. The Master Developer is responsible for all costs relating to the Commercial Facilities and is entitled to all revenue from the Commercial Facilities.
Community & Facility Management Offices (includes central control centre)	DIFCA	Master Community Service Charge	Master Community Service Charge	DIFCA	The Master Community and the facility management offices are owned by the DIFCA; however expenses relating to the facility management office will be included in the Master Community Service Charges in proportion to the percentage of space used in the management of the Master Community.  This includes the future central control centre after it is completed.

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ITEM	OWNER	CAPEX	OPEX	MAINTENANCE	COMMENTS
Bridges (benefiting the Master Community)	Master Developer	Master Community Service Charge	Master Community Service Charge	Master Developer	Bridges connecting two (2) or more Lots are the responsibility of the Master Developer regardless of the Plot boundary.
Street Signs	RTA	RTA	RTA	RTA	The RTA is responsible for all street signs on the RTA public realm and within the Master Community.
Street Lighting (public realm)	RTA	RTA	RTA	RTA	The RTA is responsible for all street lighting on the RTA public realm.
Street Lighting (Master Community)	Master Developer	Master Community Service Charge	Master Community Service Charge	Master Developer	The Master Developer is responsible for all street lighting on the Master Community roads and pedestrian thoroughfares.
Way Finding Signs within the Master Community	Master Developer	Master Community Service Charge	Master Community Service Charge	Master Developer	The Master Developer is responsible for all Master Community way finding signs within the Master Community and is responsible for approving the designs and installations of way finding signs installed within a Plot boundary.
Traffic Lights	RTA	RTA	RTA	RTA	The RTA is responsible for all traffic lights.

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## Execution of Declaration

This Declaration is executed by DIFC Investments Limited as Master Developer and shall be operative from the date of this Declaration.

Date of Declaration:

17-Dec-2022 | 4:17 AM PST

Executed by:

For and on behalf of

DIFC Investments Limited

DocuSigned by:

*Saleh Al Akrabi*

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Name: Saleh Al Akrabi

Designation: Chief Executive Officer

DS  
GP

Gopakumar Pillai

DS  
NED

Nawaf El Dandachli

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