

In this document, underlining indicates new text and striking through indicates deleted text



DIFC REAL PROPERTY LAW
AMENDMENT LAW
DIFC LAW NO. [x] OF 2025

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PART 1: GENERAL

1. Title

This Law may be cited as the “DIFC Laws Amendment Law, DIFC Law No.[x] of 2025”.

2. Legislative authority

This Law is made by the Ruler of Dubai.

3. Date of enactment

This Law is enacted on the date specified in the Enactment Notice in respect of this Law.

4. Commencement

This Law comes into force on the date specified in the Enactment Notice in respect of this Law.

PART 2: AMENDMENTS TO REAL PROPERTY LAW 2018

1. The Real Property Law 2018 is amended as prescribed in this Part.
2. The following Articles of the Real Property Law 2018 are to be amended by inserting the underlined text and deleting the struck through text as shown below:
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PART 8: LEASES

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49. Lease Registration

- (1) A Lessor shall, in respect of any Lease required to be Registered under Article 48(3), within ~~thirty~~
~~(30)~~ forty five (45) days of the date on which the Lease is entered into, Register the Instrument in respect of such Lease.
- (2) If the Lessor fails to comply with Article 49(1), then the Lessor commits a contravention of this Law.
- (3) A Lessor complies with Article 49(1) if the Instrument for Registration of the Lease is lodged for Registration within ~~thirty (30)~~ forty five (45) days of the date on which the Lease was entered into by the Lessor and Lessee.

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PART 23: OFF PLAN SALES

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162. Construction Defect Rectification by the Developer

- (2) A Developer is ~~responsible~~ liable to the Registered Owner for repairing, rectifying or replacing all defective building works, materials, equipment and installations (including mechanical, electrical, sanitary and drainage works and the like) in the Off Plan Development of a non-structural nature for a period of one (1) year from the date of Building Completion including all non-structural defective building works, materials, equipment and installations in the Lots and the Common Property where applicable.
- (3) The Developer is ~~responsible~~ liable to the Registered Owner for repairing, rectifying or replacing all defective building works, materials, equipment and installations (including mechanical, electrical, sanitary and drainage works and the like) in the Off Plan Development of a structural nature for a period of ten (10) years from the date of Building Completion including all structural defective building works, materials, equipment and installations in the Lots and the Common Property where applicable.
- (4) Upon receipt of notification from the Registered Owners (or the Body Corporate on their behalf) of the defects under Article 162(1) and Article 162(2), the Developer shall promptly rectify such defects in accordance with industry standards.
- (5) The effect of this Article 162 shall survive the Transfer of any Lot and apply notwithstanding any contractual provision between the Developer and the Prospective Owner to the contrary.
- (6) The Developer must provide disclosure to any Purchaser of a Lot prior to entering into a Sale and Purchase Agreement with respect to the Transfer of such Lot, whether the defect liability periods under Article 162(1) and Article 162(2) have expired and, if not expired, the dates that each defect liability period under Article 162(1) and Article 162(2) are to expire.
- (6) If the Developer fails to comply with its obligations under Article 162(1) or Article 162(2) the Registered Owners (or the Body Corporate on their behalf) may apply to the Registrar for an Order against the Developer enforcing the Developer's obligations under Article 162(1) and/or Article 162(2) as applicable including an Order for the release of the retention amount retained under Article 161(7) to the appointed Contractor towards the cost of undertaking such defect rectification works.

162A. Construction Defect Rectification by the Contractor

- (1) The Contractor is liable to the Developer for repairing, rectifying or replacing all defective building works, materials, equipment and installations (including mechanical, electrical, sanitary and drainage works and the like) in the Off Plan Development of a structural nature for a period of ten (10) years from the date of Building Completion including all structural defective building works, materials, equipment and installations in the Lots and the Common Property where applicable.
- (2) Upon receipt of notification from the Developer of the defects under Article 162A.(1), the Contractor shall promptly rectify such defects in accordance with industry standards.
- (3) The effect of this Article 162A. shall survive the Transfer of any Lot and apply notwithstanding any contractual provision between the Contractor and the Developer to the contrary.

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PART 25: MISCELLANEOUS

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175. Waivers of this Law or the Regulations

- (1) The Registrar may, on the application of a person, issue a written notice, to provide that one (1) or more relevant provisions of this Law shall either:
 - (a) not apply in relation to such person; or
 - (b) apply to such person with such modifications as are set out in the written notice.
- (2) The waiver may be given subject to one or more conditions (a “**Condition**”) that shall be specified in the written notice.
- (3) In the event of failure by a person to comply with a Condition, the Registrar may, without limiting any other powers that the Registrar may have, apply to the Court for an order requiring the person to comply with the Condition.
- (4) Unless the Registrar determines, in the Registrar’s sole discretion, that publication is inappropriate or unnecessary, the Registrar shall publish a written notice in a manner that the Registrar considers suitable to bring it to the attention of:
 - (a) persons likely to be affected by the notice; and
 - (b) others who may be likely to become subject to a similar notice in the future.
- (5) The Registrar may on the Registrar’s own initiative or on the application of the person to whom the written notice applies, withdraw or vary the notice.

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SCHEDULE 1

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1. Rules of Interpretation

(1) In the Law, unless the context indicates otherwise:

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(n) a “relevant provision” is a reference to:

- (i) any provision of this Law, the Previous Law or any other Legislation administered by the Registrar which is expressed to be subject to an Article of this Law, the Previous Law, or such other Legislation; or
- (ii) any provision of the Regulations or any other regulation administered by the Registrar.

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