

Master Community Regulations

2021



DMCCA Community Regulations 2021

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Approved by:



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Executive Chairman

DUBAI MULTI COMMODITIES CENTRE AUTHORITY COMMUNITY REGULATIONS 2021

1. DEFINITIONS AND INTERPRETATION

1.1 In these Regulations, unless the context otherwise requires, the following words and expressions shall have the following meanings:

Word or expression	Meaning in these Regulations
Alterations	any external alterations, additions, renovations, permanent decorations or other works to any Improvements constructed on any Property
Applicable Laws	all laws, decrees, orders, decisions, instruments, notices, rules, regulations, requirements, codes of practice, directions, guidance, permissions, consents or licences issued by a Relevant Authority and DMCCA, including these Regulations, the Master Community Declaration and the Master Community Rules which are applicable in the DMCC Free Zone, to the Community Users in respect of the use and enjoyment of the Master Community
Building	a building constructed within a Plot
Building Manager	a manager appointed with respect to a Property which has been Subdivided in accordance with the Applicable Law and with the approval of RERA
Building Management Statement	has the meaning given to it in the JOP Law
Building Owner	the owner of a Building including his heirs, successors-in-title and permitted successors and assigns and in the case of a Subdivided Building, a reference to the Building Owner includes a reference to the Building Manager appointed with respect to that Building and the Unit Owners within such Building
Change of Control	has the meaning given to it in the Master Community Declaration
Common Areas	the common areas of a Property that has been Subdivided
Community Administrator	the administrator appointed by the Master Developer to assist the Community Management

	Company with the financial administration of the Master Community, if any
Community Management Company	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 the Master Community Declaration. In the event the Master Developer does not appoint a separate Community Management Company, all references to the Community Management Company in the Master Community Declaration and these Regulations shall be reference to the Master Developer acting in its capacity as the Community Management Company
Community User	the Sub-developers, Owners and Occupiers (which for the avoidance of doubt includes Building Managers, Committee of Owners, Suppliers, Invitees or Visitors as defined in the Master Community Declaration) and any other member of the public or entity that uses or is a stakeholder of the Master Community
Committee of Owners	a committee of resident Owners which is formed pursuant to the provisions of the JOP Law
Component	a component within a Building or Plot that has been Volumetrically Subdivided
Construction Guidelines	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
DEWA	the Dubai Electricity and Water Authority or any other entity or Relevant Authority as may assume responsibility for the functions of the DEWA from time to time
Development Plots	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 (including Plots within Master Developer Retained Areas); (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

	<p>which the relevant completion certificate has issued; and</p> <p>(c) are not substantially operational and/or not fully occupied or open to the public,</p> <p>and “Development Plot” shall have a corresponding meaning. The Development Plots as at the date this Declaration takes effect are depicted on the Master Plan;</p>
Disposal	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 and, where the Owner is an entity, includes and Change of Control of that entity, and "Dispose" shall have a corresponding meaning
DMCC Community Fines and Penalty Policy	the policy issued by DMCCA from time to time specifying the applicable fines and penalties for a breach of these Regulations or other legislation administered by DMCCA
DMCC Free Zone	the DMCC free zone, governed by Law No. (3) of 2020 issued in the Emirate of Dubai, and for the purposes of these Regulations the DMCC Free Zone includes the Master Community
DMCC Group Security	any person appointed by DMCCA to manage the security of the DMCC Free Zone
DMCC Licence	a license issued by the DMCCA to undertake certain business activities within the DMCC Free Zone
DMCCA	the Dubai Multi Commodities Centre Authority, a free zone authority duly incorporated by virtue of Law No. (4) of 2001, and whose operation is regulated by Law No. (3) of 2020 concerning Dubai Multi Commodities Centre, issued in the Emirate of Dubai, P.O. Box 48800, Almas Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates, or its nominees, assigns, successors or successors-in-title (in respect of its capacity as Master Developer)

DTCM	Dubai Department of Tourism and Commerce Marketing or any other entity or Relevant Authority as may assume responsibility for the functions of DTCM from time to time
Emergency Repairs	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
Governance Documents	the governance documents Registered, or intended to be Registered, in respect of a Plot or Building that has been Subdivided; including without limitation any governance documentation, Building Management Statements and rules of a Subdivided Property
Hotel	a building or any part thereof operated as a hotel, hotel apartments, serviced apartments and/or furnished apartments in accordance with the definition of DTCM
Hotel Levy	as defined in Regulation 7.1
Hotel Operator	as defined in Regulation 7.2
Improvements	<p>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:</p> <ul style="list-style-type: none"> (a) mechanical, electrical or other systems; (b) civil and structural works; (c) works to Utility Services; (d) a fence; and/or (e) a mast pole or a telecommunications equipment;
Invitee	any person or entity using or occupying a Property including the Owner's or Occupier's

	Suppliers, Visitors, servants, agents and employees
JOP Law	Law No. (6) of 2019 Regulating the Joint Ownership of Real Estate in the Emirate of Dubai and any orders, decisions, instruments, notices, rules, regulations, requirements and directions issued in relation to such law
Land Department	the Land Department of the Government of Dubai or other applicable Relevant Authority responsible for the registration of real estate interests in the Master Community
Lease	any lease, licence or other right of possession or occupancy, or any grant or taking on of the foregoing (as applicable)
Leasehold Interest	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
Master Community	the entire Master Community known as the "DMCC Master Community", developed or to be developed on a portion of the land comprising Plot No. 814, Parcel ID No. 393 Emirates Hill First, Dubai, situated between 5th and 6th Interchanges, Sheikh Zayed Road, Dubai, as depicted on the Master Plan and includes all or any extensions of or reductions to the Master Community from time to time
Master Community Declaration	the declaration relating to the management, administration, maintenance and control of the Master Community as may be amended by DMCCA from time to time
Master Community Expenses	the General Fund Expenses and the Reserve Fund Expenses, each defined under the Master Community Declaration
Master Developer	DMCCA in its capacity as master developer or its affiliate, nominees, assigns, transferees, successors or successors-in-title or any other entity or Relevant Authority as may assume responsibility for the development, management or control of the Master Community from time to time

Master Developer Retained Areas	any Property (including any Development Plot or area of land identified as such on the Master Plan) owned by the Master Developer (or an affiliate of the Master Developer) that has been retained by the Master Developer in a private capacity for its own commercial use, development or future sale
Master Community Rules	the rules designated by the DMCCA from time to time in accordance with the Master Community Declaration
Master Community Service Charge	the service charges payable by Owners to DMCCA pursuant to the Master Community Declaration
Master Plan	the master plan for the Master Community prepared by or on behalf of the Master Developer and approved by the Relevant Authorities, as the same may be amended by the Master Developer from time to time in accordance with the master Community Declaration
Mortgage	a mortgage, pledge, charge, lien, assignment by way of security or a possessory pledge granted over a Property (or any part thereof)
Occupier	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) and, where appropriate, their Invitees and Visitors
Operating Account	the bank account(s) opened and maintained by the Master Developer with a reputable bank in the UAE for the purpose of applying such funds in payment of the Master Community Expenses, as further defined in the Master Community Declaration
Operational Fitness Certificate	an operational fitness certificate issued by DMCCA to authorize commencement of business operations from commercial Property
Owners	the Plot Owners, the Building Owners and the Unit Owners, as the context so permits and, where appropriate, their Invitees and Visitors
Plot	a plot within the Master Community and (where the context so requires) a reference to a Plot

	includes a reference to any Building constructed on such Plot and to any Units and/or Components created upon the Subdivision of such Buildings
Podium Car Parking Structure	has the meaning given to it in the Master Community Declaration
Previous Community Regulations	Dubai Multi Commodities Centre Authority Free Zone Rules and Regulations Fourth Edition – June 2019
Property/Properties	a Plot, Building, Component or Unit and/or any one of them (as the context so determines)
Property Contents	as defined in Regulation 11.2
Registered	the registration of the relevant document or plan with the Land Department, and the terms "Register" and "Registering" shall have corresponding meanings. "Registration" is the completion of the process
Regulations	these Dubai Multi Commodities Centre Authority Community Regulations 2020
Relative Proportions	the proportion of the Master Community Expenses attributable to each Building or Plot as determined by the Master Developer from time to time, as more particularly defined in the Master Community Declaration
Relevant Authorities and Relevant Authority means any one of them	<p>as the context requires:</p> <ul style="list-style-type: none"> (a) the DMCCA, (b) the Government of the UAE; (c) the Government of the Emirate of Dubai; (d) any other ministry, department, local authority or entity having jurisdiction over the DMCC Free Zone or Master Community (including Dubai Creative Clusters Authority or any regulator appointed pursuant to any Applicable Laws); and (e) any service provider approved by DMCCA and having jurisdiction over the DMCC Free Zone or Master Community (including but not limited to

	the DEWA and/or the Community Management Company and/or the Community Administrator)
RERA	Dubai Real Estate Regulatory Agency or any other entity or Relevant Authority as may assume responsibility for the functions of RERA from time to time
Residential Unit	any Property used for residential purposes
Retail Design Guidelines	means the guidance on the acceptable and required standards of design principles to be applied to retail property located within the Master Community as amended from time to time
RTA	Dubai Roads and Transport Authority or any other entity or Relevant Authority as may assume responsibility for the functions of the RTA from time to time
Sales Documentation	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 Unit and any subsequent Transferee of the same (as the case may be)
Sanction	one or all sanctions that may be imposed for a breach of these Regulations by DMCCA as set out and defined in Regulation 19
Service Charge Zones	the service charge zones designated by the Master Developer from time to time to fairly allocate Master Community Expenses between Owners and more particularly defined in the Master Community Declaration
Sub-developer	a developer of a Plot (or part thereof)
Subdivided/Subdivision	the strata or volumetric subdivision (along the vertical plane or horizontal and vertical plane) of a Plot or Building (or part thereof) into further Units and Common Areas or Components (as applicable) in accordance with the JOP Law, and "Subdivision" shall have a corresponding meaning
Supplier	any consultant, contractor, tradesperson or the like who provides services to the Master

	Developer in connection with the Master Community or an Owner and/or Occupier in respect of a Plot, Building or Unit
Transferee	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
Unit	a property unit within a Building that has been Subdivided
Unit Owner	an owner of a Unit or any part thereof
Utility Services	the utility services provided to the Master Community (or any part thereof) by a Supplier, the Master Developer or a Relevant Authority
Visitors	an Owner's or Occupier's invited visitors to the Master Community DMCC Free Zone including an Owner's or Occupier's customers, guests and family members
Volumetric Subdivision	the volumetric subdivision of a Plot or Building into volumetric Components in accordance with the JOP Law

1.2 In these Regulations, any term that is capitalised but is not specifically defined shall have the corresponding meaning given to that term in the Master Community Declaration.

1.3 In these Regulations, a reference to:

- (i) a provision of any law, rule or regulation includes a reference to that law, rule or regulation as amended, extended or re-enacted from time to time;
- (ii) a person includes any natural person, corporate entity or unincorporated entity, including a company, partnership, unincorporated association, government or state and in the case of persons that are not natural persons – any successor or replacement person;
- (iii) an obligation to publish, or to cause to be published, a particular document includes, unless expressly provided otherwise in these Regulations, publishing or causing to be published in printed or electronic form;

- (iv) a calendar year means a year of the Gregorian calendar;
- (v) a word that suggests one gender includes all genders;
- (vi) the singular includes the plural and vice versa, unless the context otherwise requires;
- (vii) these Regulations includes any regulations made under these Regulations, unless expressly provided otherwise in these Regulations;
- (viii) a section, regulation or schedule by number only, and without further identification, is a reference to the section, regulation or schedule of that number in these Regulations; and
- (ix) writing includes any mode of communication that preserves a record of the information contained in it and is capable of being reproduced in tangible form, including electronic means.

1.4 The headings in these Regulations do not affect its interpretation.

2. GENERAL DUTY

2.1 All Community Users living, working, doing business or visiting or in any way present in or using the Master Community must comply with (i) these Regulations and Master Community Rules; and (ii) any other Applicable Laws, to the extent applicable to Community Users.

2.2 Each Community User has a duty to, as far as reasonably practicable, use and enjoy the Master Community in such a way so as to not interfere with others use and enjoyment of the Master Community.

2.3 These Regulations set out the high-level principles for governance of the Master Community as a whole to ensure high standards of use and enjoyment of the Master Community by all Community Users and which must be adhered to by all Community Users and must be read and complied in conjunction with the Master Community Rules issued from time to time.

3. COMMUNITY MANAGEMENT

3.1 The Master Community shall be managed by DMCCA in its capacity as Master Developer and in accordance with all Applicable Laws, these Regulations and the Master Community Declaration. When DMCCA is acting in the capacity of the Master Developer, it is acting in a capacity that is separate and distinct from DMMCA's role as the principal governing authority of the DMCC Free Zone.

3.2 The Master Developer may appoint agents, affiliates, service providers and representatives, as the case may be and in accordance with the Applicable Laws and the Master Community Declaration, to assist with its management and operational

obligations and has the right to transfer such powers as it, in its sole discretion, considers appropriate.

- 3.3 A Building Manager shall be appointed for each Subdivided Property in accordance with the requirements of RERA and the JOP Law to manage such Subdivided Property including its Common Areas, and the Building Manager must give written notice of its appointment to the Master Developer. Appropriate governance regimes must be implemented for each Subdivided Property in accordance with the JOP Law, including the establishment (where applicable) of a Committee of Owners as required under the JOP Law. All such governance regimes are subordinate to the provisions contained in the Master Community Declaration and these Regulations. The Master Developer may impose such additional obligations on Building Managers operating in the Master Community as it sees fit in order to ensure a uniform and consistently high standard of building management in the Master Community.

4. SECURITY

- 4.1 Security within the Master Community shall be managed by DMCC Group Security, or such other reputable security services provider which the Master Developer may appoint from time to time, who shall maintain full, unfettered power and authority on all and any security and safety measures within the Master Community. DMCC Group Security shall be unhindered in the acts it undertakes and decisions it makes with respect to what it considers necessary or desirable to achieve its responsibilities of ensuring security and in making security decisions in respect of the Master Community. All Community Users shall at all times comply with DMCC Group Security decisions and instructions to ensure high standards of security and safety in the Master Community are maintained at all times.

5. FREEHOLD AND LEASEHOLD OWNERSHIP

- 5.1 All Owners and Occupiers of Property of shall not use such Property for any purpose(s) other than that prescribed in the Master Community Declaration and by:
- (a) their respective Sales Documentation;
 - (b) any guidelines or directives issued by the Master Developer from time to time in accordance with the Master Community Declaration;
 - (c) the Master Plan;
 - (d) the Master Community Rules;
 - (e) the Construction Guidelines;
 - (f) the Governance Documents for the Property;
 - (g) the Retail Design Guidelines; and

- (h) the Applicable Laws and requirements of the DMCCA and all other Relevant Authorities.
- 5.2 An Owner or Occupier shall not change the permitted use of its Property located within the Master Community without the prior written approval of the Master Developer. The granting or withholding of approval shall be in the discretion of the Master Developer exercised in the best interest of the Master Community and neighbouring Owners.
- 5.3 All Owners of Property within the Master Community shall obtain official title of ownership under the name of the person owning that Property. Such title must be registered with the Relevant Authority with a copy submitted and registered with DMCCA. Failure to do so may result in the imposition of a Sanction.
- 5.4 All DMCC Licences to undertake activities within the DMCC Free Zone issued by the DMCCA must be made in conjunction with an application in respect of commercial Property, including, but not limited to, a freehold or leasehold of either office space, retail space, commercial or industrial space, warehouse or development land within the DMCC Free Zone from which the licensee shall be deemed to operate.
- 5.5 A person or entity operating under a DMCC Licence is not permitted to operate from a Residential Unit and an Owner or Occupier of a Residential Unit shall be deemed insufficient grounds for the grant of a DMCC Licence, unless otherwise approved by DMCCA at its sole discretion.
- 5.6 All Owners of Property shall ensure that the rent, Master Community Service Charges and any other charges, terms or conditions which relate to a Property shall, where possible, be as specified within the freehold sale and purchase agreement or leasehold agreement, as applicable.
- 5.7 In addition to the obligation to pay Master Community Service Charges in accordance with the Master Community Declaration, Owners and Occupiers of Property acknowledge that they may be subject to and liable for additional charges, fees and levies imposed by Sub-developers, Building Managers, Relevant Authorities, or other bodies, including charges, fees and levies that may arise from:
 - (a) the use and maintenance of common areas within a specific building, pursuant to Applicable Laws;
 - (b) the ownership of a freehold interest in a specific building; and
 - (c) any contractual obligation.

Such charges, fees and levies identified may, for the ease of administration and payment, incorporate Master Community Service Charges as a component, depending upon the Master Developer's collection policy at any given time and the Master Developer reserves the right, if required, to review, query and amend any charges that the Master Developer, in its sole discretion, deems reasonable, or as may be required by the Applicable Laws.

- 5.8 All Owners and Occupiers have a duty to notify the Master Developer immediately upon taking occupancy of a Property in the Master Community and providing the Master Developer with full contact details of each and every Owner and/or Occupier owning and occupying the Property and any changes thereto, in order that the Master Developer can maintain and keep up to date an accurate register of current Owners and Occupiers, together with current contact details for all Owners and Occupiers in order that the Master Developer can contact the same in respect of any emergency or other general community management related matters within the Master Community. Failure to do so may result in the imposition of a Sanction.

6. UNITS

- 6.1 All Unit Owners and Occupiers must ensure that their Unit is well maintained and fitted out in accordance with the Master Community Rules and any Master Developer fit-out policies and/or guidelines issued from time to time.
- 6.2 No Unit Owner or Occupier may enter into any Disposal or Lease (or other agreements for the use and occupation) of its Unit unless it has fulfilled all of the conditions set out in clause 27 (Disposition and Leasing of Property) of the Master Community Declaration.
- 6.3 A Unit may not be sub-divided without the prior written approval of the Master Developer. The Master Developer reserves the right to reject or amend any application for sub-division and may charge a fee associated with any application to sub-divide a Unit.
- 6.4 The Master Developer has the power to collect Master Community Service Charges and all other fees due and payable under the Master Community Declaration and these Regulations from all Owners.
- 6.5 All Common Areas and Subdivided Property within the Master Community must be operated in accordance with the Applicable Laws and the Master Community Declaration. Any breach of Applicable Laws or the Master Community Declaration shall be subject to imposition of a Sanction by the Master Developer and/or a penalty from any other Relevant Authority.
- 6.6 Where a Subdivided Property within the Master Community is represented by a Building Manager, the Building Manager must be licenced with the DMCCA and approved by RERA as required by the Applicable Laws.

7. HOTEL LEVY

- 7.1 Hotels operating within the Master Community are required to pay an annual levy to the Master Developer (**Hotel Levy**), payable from the date on which it obtains its building completion certificate and subject to RERA approval in accordance with the JOP Law.

- 7.2 The Hotel Levy shall be payable by the operator or managing body of the hotel (**Hotel Operator**) in arrears and shall be calculated by the Master Developer based on a Hotel's built up area (such area to include any apartments attached to the Hotel).
- 7.3 The Hotel Operator shall be responsible for the timely and accurate calculation and payment of the Hotel Levy to DMCCA on such terms as DMCCA may direct from time to time.
- 7.4 The Hotel Levy shall be invoiced separately from Master Community Service Charges. The Master Developer shall deposit all Hotel Levy amounts received into the Operating Account and apply such amounts towards Master Community Expenses.
- 7.5 Where a Hotel Operator fails to pay the Hotel Levy in accordance with any policy of the Master Developer in place from time to time, the Master Developer may claim those sums from the Plot Owner on which the Hotel is situated, and on such terms as the Master Developer otherwise deems appropriate.

8. FREEHOLD TRANSFER

- 8.1 No Owner or Occupier may enter into any Disposal or Lease (or other agreements for the use and occupation) of its Property unless it has fulfilled all of the conditions set out in clause 27 (Disposition and Leasing of Property) of the Master community Declaration.

9. LEASE TERMINATION

- 9.1 In the event of a termination of a leasehold agreement of Property all outstanding matters relating to that Property (including but not limited to payment of all outstanding dues such as the Master Community Service Charges and other service charges) must be settled by the Occupier, regardless of whether the termination process was initiated by the Occupier or DMCCA.
- 9.2 In the event of a termination of a leasehold agreement, the Occupier must ensure that the Property is fully vacated, including the removal of all equipment, facilities and signage that are not the property of the Owner and making good any damages (both within the Property and in the Master Community generally) by the termination date, unless otherwise agreed in writing with DMCCA; and any waste material has been properly and safely disposed of in accordance with the requirements of all Relevant Authorities.
- 9.3 Once the Occupier has vacated and cleared its Property, it shall issue a written notice to DMCCA. On receipt of such notice, DMCCA shall arrange for an inspection of the Property as soon as reasonably practicable. Where an inspection identifies that the Property has not been fully vacated and properly cleared, DMCCA may apply any relevant charges, dues and penalties to the Occupier or Owner (at DMCCA's discretion).

10. INSPECTION OF PROPERTY

- 10.1 Each Owner and Occupier shall allow and irrevocably authorises the Master Developer (and its nominees) to enter its Property (including any Common Area) 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 the Master Community Declaration and these Regulations.
- 10.2 To the fullest extent permitted by Applicable Law, neither the Master Developer nor its agents or employees shall be held liable for any loss or damage resulting from the proper performance of their duties in relation to any such entry and inspection.
- 10.3 All Owners and Occupiers must extend and ensure that their Visitors, Invitees and (where relevant), officers extend all such cooperation and assistance as the Master Developer, its agents or employees may require to properly perform their duties in relation to any entry and inspection.
- 10.4 Any Owners or Occupiers that fail to extend cooperation or assistance to the Master Developer, its agents or employees, or otherwise seek to obstruct or hinder such persons from performing their duties in any way shall be liable for a Sanction.

11. INSURANCES

- 11.1 All Owners and Occupiers of Property are required to hold and maintain valid policies of insurance as set out in their freehold sale and purchase agreement, leasehold agreement, licence, the Master Community Declaration and/or these Regulations.
- 11.2 All Owners and Occupiers of Property are required to maintain their own policy of insurance where required to cover the contents of their property and any chattels or fixtures and fittings located at the Property (**Property Contents**). Neither the Master Developer, its affiliates, business units or any employee, officers or agents shall be liable for any loss or damage to any Property Contents due to any reason including without limitation, fire, flood, theft or natural calamity.
- 11.3 All contractors and sub-contractors and any other legal or beneficial Owners of Development Plots under development must:
 - (a) hold a valid contractor's all risks insurance policy;
 - (b) hold valid third party insurance policies;
 - (c) ensure that the terms of such insurance policies identified in items (a) and (b) above are acceptable to the Master Developer; and
 - (d) provide a copy of any such policy to the Master Developer on reasonable written notice.

12. PLANNING, CONSTRUCTION AND OPERATION CONTROLS

- 12.1 An Owner or Occupier shall not undertake any Alterations to any Improvements to its Property without the prior written 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.
- 12.2 In addition to and subject to any Applicable Laws, the Master Developer may issue Construction Guidelines to control and administer developments, alterations and property maintenance and operations within the Master Community.
- 12.3 The Master Developer may, in its absolute discretion, delegate its responsibilities for planning, construction and operational controls to any other Relevant Authority or third party agent or provider.
- 12.4 In addition to regulations and guidelines issued by the Relevant Authorities and subject to Applicable Laws, the Master Developer shall have control and supervisory oversight in respect to all planning matters within the Master Community including those in connection with:
- (a) the review and approval of design plans and specifications;
 - (b) liaising with Relevant Authorities with respect to the issuance of planning permits, building permits and/or licences;
 - (c) the design and positioning of all parking and landscaping;
 - (d) inspections;
 - (e) liaising with Relevant Authorities with respect to the issuance of completion certificates in respect of building works;
 - (f) the levy and collection of fees for the provision of any of the above services; and
 - (g) the enforcement of any and all planning and building controls, laws, any Applicable Laws, including but not limited to the Construction Guidelines.
- 12.5 Owners or Occupiers undertaking any construction works must, following completion of all construction works:
- (a) obtain from the Relevant Authority, agent, or any other authority nominated by a Relevant Authority, all necessary inspections and approvals;
 - (b) obtain all necessary no objection certificates and/or approvals from the Master Developer;

- (c) pay any fees levied by the Master Developer or representative of the Master Developer; and
 - (d) obtain all necessary building completion certificates and/or any other relevant approvals from the Relevant Authority prior to approving the occupation of the constructed facilities and authorising connection of any services or utilities.
- 12.6 All DMCC Licence holders that have constructed facilities on Development Plots or have fitted out Property for its commercial business purposes (such as warehousing, commercial or office space) are required to obtain from DMCCA, its agents or any other Relevant Authority nominated by DMCCA an Operational Fitness Certificate prior to commencing commercial business operations. Where a person is required to hold an Operational Fitness Certificate for its Property, it shall not, under any circumstances, commence business operations unless and until it is in receipt of a valid Operational Fitness Certificate.

13. SIGNAGE, ADVERTISING AND BRANDING

- 13.1 No sign board or name plate shall be erected or displayed in any part of the Master Community without the prior written approval of the Master Developer and Relevant Authorities.
- 13.2 All signage shall be in accordance with the Applicable Laws and the Master Developer's standards, controls and guidelines, as may be amended from time to time.
- 13.3 No advertising or branding within the Master Community shall be erected or displayed by any Owner or Occupier, Community User or any other person without the prior written approval of the Master Developer.
- 13.4 All advertising and branding within the Master Community shall be in accordance with the requirements set out in the Applicable Laws and the Master Developer's standards, controls and guidelines, as may be amended from time to time.

14. TRAFFIC AND PARKING AFFAIRS

- 14.1 The roads within the Master Community are to be treated as public highways for the purposes of these Regulations.
- 14.2 Community Users must ensure that all vehicles are roadworthy and comply with all Applicable Laws, pertaining to vehicle safety. Drivers violating any provisions of this Section 14 shall be reported to the Dubai Police or any other Relevant Authority and may be subject to penalties imposed by the RTA and/or Dubai Police.
- 14.3 All Community Users must adhere to the car parking rules under the Master Community Declaration and the Master Community Rules, as may be amended from time to time..
- 14.4 Vehicles may only be parked at authorised locations, which may be subject to charges.

- 14.5 Any vehicle found to be parking in breach of the Master Community Declaration, Master Community Rules or in an unauthorised location anywhere within the Master Community shall be reported to the Relevant Authority and the relevant person or entity shall be subject to the imposition of a Sanction.
- 14.6 The Master Developer retains control over all Podium Car Parking Structures owned by the Master Developer and any commercial parking facilities within the Master Community.
- 14.7 Any owner of a parking bay within the Master Community and any commercial parking operators wanting to commercially lease their bays within the Master Community must hold the relevant DMCC Licence and have received written approval from DMCCA to operate within the DMCC Free Zone.
- 14.8 DMCCA approval for commercial parking operations shall be granted at its sole discretion and upon such commercial terms as DMCCA may determine from time to time.
- 14.9 In the event that any person owning or operating parking within the Master Community fails to comply with the parking requirements of the Master Community Declaration or Master Community Rules, DMCCA may impose a Sanction including revoking any DMCC Licence held by such person, withdrawing approval to operate within the DMCC Free Zone and/or issue a penalty or fine.
- 14.10 Neither the Master Developer, its agents, representatives nor employees shall be held liable for any vehicle related death or injury of any person authorised or unauthorised within the Master Community.

15. COMMUNITY INFRASTRUCTURE, SERVICES AND UTILITIES

- 15.1 All services provided within or which are for the benefit of the Master Community Users, shall be provided in accordance with agreements entered into between the Master Developer and the Relevant Authorities or relevant service provider. If required, Owners or Occupiers may enter into separate agreements with the Master Developer or service providers approved by the Master Developer, with respect to the provision of utility services to their Unit.
- 15.2 All Community Users shall ensure that reasonable access to the Master Community infrastructure is made available to the Master Developer (and where applicable its agents and service providers) to enable the servicing and maintenance of the Master Community infrastructure.
- 15.3 No person may obstruct or prevent access at any time to any Common Areas of the Master Community without prior written approval from the Master Developer. To otherwise obstruct or prevent access to any Common Areas of the Master Community may be subject to imposition of a Sanction.

16. ENVIRONMENTAL MANAGEMENT

- 16.1 All Community Users shall comply with the Master Community Declaration, Master Community Rules, Applicable Laws and the requirements of any Relevant Authority with respect to environment, water, waste, energy management. Failure to comply with any of these requirements will be subject to a Sanction imposed by the Master Developer or penalty of the Relevant Authority.

17. EASEMENTS AND RIGHTS OF ACCESS

- 17.1 The Master Developer is responsible for the provision of access easements and rights of access within the Master Community. Such easements and rights of access are required for the installation and maintenance of essential infrastructure, public access and shared use of Property within the Master Community by all Community Users and Relevant Authorities.
- 17.2 All Owners and Occuipiers must fully implement all requirements of the Master Developer and comply with the Master Community Declaration and Master Community Rules in respect of the use and provision of any such rights of access and easements to other Community Users.

18. MASTER COMMUNITY SERVICE CHARGES

- 18.1 The Master Developer shall be the sole determinant of the Service Charge Zones and the Relative Proportions in accordance with the Master Community Declaration to ensure the fair allocation of the Master Community Expenses between Owners from time to time.
- 18.2 The Master Developer reserves the right to withdraw or vary the services that it performs under the Master Community 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 Master Community Service Charges actually collected by the Master Developer.

19. SANCTIONS

- 19.1 A person who commits a contravention of these Regulations or any other legislation administered by DMCCA will, in accordance with the Applicable Laws be subject to imposition of a fine or other penalty (**Sanction**).
- 19.2 Ignorance of any provision of these Regulations or other legislation administered by DMCCA will not be excuse any non-compliance.
- 19.3 **Administrative imposition of fines:**
- (a) If DMCCA considers that a person has committed a contravention of these Regulations or any other legislation administered by DMCCA, DMCCA may

impose on such person a fine up to the amount specified by DMCCA from time to time.

- (b) For the purposes of this Regulation 19.3, DMCCA may prescribe the applicable procedures in relation to the imposition, publication, collection and recovery of fines.
- (c) In the event of any violation of a material nature, the person who commits a contravention shall be automatically subject to a fine as specified in the DMCC Community Fines and Penalty Policy.
- (d) Where an offence is not explicitly covered in the DMCC Community Fines and Penalty Policy, DMCCA may levy an appropriate fine that is commensurate with the severity of the offence and any level of loss, damage and/or inconvenience caused by the offence.
- (e) The payment of any fine shall be in addition to and not in substitution of any civil and/or criminal penalties that may apply.
- (f) All fines, charges or other financial penalties imposed upon on any person in accordance with these Regulations, if unpaid after a period of 90 days, may be set off from any money owed by DMCCA or any of its affiliate to such person, deducted from fees or charges owing to DMCCA from such person or recovered as a debt.

19.4 Administration of other penalties

- (a) Where DMCCA considers that a person has committed a contravention of these Regulations or any other legislation administered by DMCCA, DMCCA may impose on such person such other penalties as DMCCA may determine from time to time.
- (b) For the purposes of this Regulation 19.4, DMCCA may prescribe the applicable procedures in relation to the imposition, publication, and administration of such penalties.

20. TITLE

20.1 These Regulations are to be referred to as the Dubai Multi Commodities Centre Authority Community Regulations 2021.

21. LEGISLATIVE AUTHORITY

21.1 These Regulations are issued by DMCCA under Law No. 3 of 2020 for Organising Operations at the DMCC Free Zone, as amended from time to time.

22. APPLICATION OF THESE REGULATIONS

22.1 These Regulations are made on and come into force on the effective date of publication by DMCCA.

22.2 These Regulations repeal and replace any Previous Community Regulations.

22.3 These Regulations apply to all Community Users.

22.4 DMCCA has full power and authority to issue, from time to time, policies, procedures, regulations, standards, guidance, manuals or such other directions or orders in respect of the DMCC Free Zone.

22.5 Except where otherwise provided in these Regulations, anything done or omitted to be done pursuant to or for the purposes of the Previous Community Regulations (or any regulations made under the Previous Community Regulations) is treated as being done or omitted to be done pursuant to or for the purposes of these Regulations.

22.6 Without limiting the generality of Regulation 22.5, and subject only to Regulation 22.7, such repeal and replacement does not affect:

- (a) any right, privilege, remedy, obligation or liability accrued to or incurred by any person; or
- (b) any investigation or legal or administrative proceeding commenced or to be commenced in respect of any such right, remedy, privilege, obligation or liability,

under the Previous Community Regulations (or any regulations made under the Previous Community Regulations) and any such investigation or legal or administrative proceeding may be instituted, continued or enforced, including any penalty, fine or forfeiture, under these Regulations.

22.7 If:

- (a) a subject matter is not addressed in these Regulations but is addressed in the Previous Community Regulations (or any regulations made under the Previous Community Regulations); and

- (b) there is an investigation or legal or administrative proceeding as specified in Regulation 22.6(b),

the relevant provision from the Previous Community Regulations (or any regulations made under the Previous Community Regulations) is treated as surviving the repeal and replacement under this Regulation 22.7 until such time as the matter is addressed.

- 22.8 DMCCA may establish any transitional or saving provisions as it deems necessary to give effect to, or to facilitate, the transition from the Previous Community Regulations (and any regulations made under the Previous Community Regulations) to these Regulations.