



# Sharjah Media City Free Zone Authority Real Estate Regulations 2017



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## Sharjah Media City Real Estate Regulations 2017

### Short title and commencement

These Regulations shall come into force on the date of their signature and are to be referred to as the Sharjah Media City Real Estate Regulations 2017. These Regulations may be amended or supplemented from time to time by the Authority.

### Authority and application

These Regulations are made pursuant to the Authority's power to issue regulations that apply within the City under the Decree.

All Licensees and Persons (including contractors and Sub-Developers) working, operating, residing or leasing real estate or otherwise having an interest or carrying out business of any kind in the City are subject to and shall comply with these Regulations insofar as they apply to them, along with all other laws, rules, policies and regulations promulgated by the Authority pertaining to the City.

To the extent there is any conflict between the explicit provisions set out in these Regulations and those contained in any of the Regulatory Instruments then (to the maximum extent permissible at law) the provisions of these Regulations shall prevail.

These Regulations and the Regulatory Instruments take precedence over any rules, policies, procedures or governance documentation put in place over any individual sub-developments within the City, whether by a Sub-Developer or Owners Association, and whether in relation to any jointly owned property law or other related or relevant legislation as may be issued from time to time.

All those living, working, operating and doing business within the City are deemed to acknowledge and consent to the Authority's jurisdiction and right to govern the City on the terms set out in these Regulations and its right to construct, own and manage the Infrastructure as contemplated by Authority policy.

It is the duty of every Licensee and every Person living, working, operating and doing business within the City to make itself aware of the provisions of these Regulations (as amended from time to time) and any circulars and policies of the City (as issued from time to time).

Ignorance is not a defence for non-compliance with these Regulations and any circulars and policies of the City and all Licensees and Persons affected shall keep themselves up to date with such matters.

### Definitions and interpretation

In these Regulations:

**Activity** means any of the permitted activities carried out in the City;

**Authority** means the Authority of the City as established in the Emirate of Sharjah pursuant to the Decree;

**BCC** means a building completion certificate;



**Branch** has the meaning given to it in the Companies Regulations;

**Business Day** means any calendar day except for a Friday and any public holiday observed by the Authority;

**City** means the Sharjah Media City Authority Free Zone (Shams) established in the Emirate of Sharjah pursuant to the Decree;

**Companies Regulations** means the Sharjah Media City Companies and Licensing Regulations 2017 promulgated by the City in respect of the registration of companies and branches in the City, as may be amended from time to time;

**Company** has the meaning given to it in the Companies Regulations;

**Competent Authority** means any UAE or Emirate of Sharjah governmental, judicial or regulatory authority;

**Contractor** means any Person performing work in the City on behalf of a Licensee, who shall be subject to any conditions put in place by the Authority from time to time that govern such work;

**Decree** means the Emiri Decree No. 11 of 2017 establishing the Sharjah Media City Free Zone Authority (Shams);

**Director** has the meaning given to it in the Companies Regulations;

**Electronic Record** means information, data and materials of any type generated, communicated, received or stored by electronic, magnetic, optical or other means in an information system or for transmission from one information system to another;

**Electronic Signature** means any letters, characters, numbers or other symbols in digital form attached to or logically associated with an Electronic Record, and executed or adopted with the intention of authenticating or approving the Electronic Record;

**Employment Regulations** means the Sharjah Media City Free Zone Authority (Shams) Employment Regulations 2017 promulgated by the City, as may be amended from time to time;

**Fees** means any such fees, sanctions and penalties levied by the Authority from time to time (in its sole discretion) in connection with the administration, operation and management of the City and the enforcement of the terms of these Regulations and any Regulatory Instruments;

**General Manager** has the meaning given to it in the Companies Regulations;

**Infrastructure** means the areas within the City including:

- (a) roads, pathways, walkways and promenades;
- (b) open areas, lakes and gardens;
- (c) power, water, sewerage, telecommunications and other utility related facilities;



- (d) such parts of any Parking structures that incorporate access roads, pathways, car-park facilities and other services and facilities for the benefit of buildings located off a Parking structure;
- (e) all other associated areas and services that are from time to time notified by the Authority as being areas under its ownership, maintenance, management and administration for the benefit of all Licensees and occupiers in the City; and
- (f) any other parts of the City not available for Lease;

**Infrastructure Levy** means a fee determined and levied by the Authority from time to time as a contribution towards the overall expenses of the Authority for the construction, provision and use of the Infrastructure, which will be levied by the Authority (or its nominated agent). The Infrastructure Levy may be described in other documents as the Provisional Master Community Service Charge or Master Community Service Charge;

**Lease** means a lease of office space, a commercial unit, a retail area, a retail unit, indoor storage, outdoor storage, outdoor space, residential unit or development land within the City from which a Licensee may undertake the Activities specified in its Licence;

**Licence** means a Licence issued by the Authority permitting a Licensee to carry on business pursuant to these Regulations from the City and can include a Temporary Licence;

**Licence Issue Date** means the date from which a Licence will take effect;

**Licensee** means a Person licensed under the Companies Regulations;

**NOC** means a no objection certificate;

**Occupancy Agreement** means an agreement or services agreement for the use of office space and facilities and which is not a Lease. For the avoidance of doubt, a flexi or shared facilities agreement with the Authority or a Sub-Developer as service provider shall be an Occupancy Agreement;

**Owners Association** means an association of owners established under any jointly owned property law having application in the City;

**Parking** means those areas of the City that the Authority dedicates (from time to time) to the provision of parking and ancillary facilities in order to support the development of any residential, commercial, office and retail communities including those developed by Sub-Developers to whom the Authority may have granted the use of those areas on agreed terms;

**Person** means a natural person, legal person, any association or partnership and the person's legal personal representatives, successors and lawful assigns;

**Regulations** means these Sharjah Media City Real Estate Regulations 2017 promulgated by the City, as may be amended from time to time;



**Regulatory Instrument** means any law, regulation, rule, code, decree, decision, direction, notice, policy, procedures or by-laws issued by the Authority or a Competent Authority (from time to time);

**Sub-Developer** means any Person authorised by the Authority to carry out residential, commercial, office or retail development within an agreed part of the City;

**Tariff** means the tariff of fees, sanctions and penalties applicable to the City published by the Authority from time to time. The Tariff applicable at the date of these Regulations is attached at Schedule 1;

**Temporary Licence** means a temporary licence issued by the Authority pursuant to the Companies Regulations; and

**UAE** means the United Arab Emirates.

In constructing and interpreting these Regulations, unless the context otherwise requires:

- (a) in these Regulations the terms City and Authority are used interchangeably where the context permits;
- (b) wherever in these Regulations an obligation or duty is placed on a Company or otherwise a Company is authorised to do any act, then unless it is otherwise provided, such obligation, duty or act may be carried out by the General Manager or a Director of the Company;
- (c) references herein to individual articles are to be read as references to the articles of these Regulations;
- (d) the headings herein are included for convenience of reference only and must not impact the construction or interpretation of these Regulations;
- (e) references in these Regulations to time periods are to be construed in accordance with the Gregorian calendar;
- (f) words importing the singular include the plural and vice versa, and words importing one gender include the other gender and vice versa;
- (g) words including and include must be construed without limitation; and
- (h) reference herein to a prescribed form are references to any forms published or prepared by the Authority from time to time for Companies and Branches to notify information and changes to the Authority.

References in these Regulations to any requirement for any document to be written, in writing, to be presented in writing or for the giving of any notice are to be construed as satisfied by an Electronic Record and any references in these Regulations to any requirement for a signature on any document or notice are to be construed as satisfied by an Electronic Signature which may be proved in any manner.

These Regulations must be read in conjunction with the Decree and other Regulatory Instruments issued by the Authority or a Competent Authority from time to time.



In the event of any inconsistency in these Regulations or between these Regulations and any other applicable Regulatory Instruments, the Authority will determine the correct interpretation and each Company or Branch must be so bound.

All references to the Authority shall include all individuals and third parties authorised from time to time to act on its behalf.

All references in these Regulations to any Regulatory Instruments includes all Regulatory Instruments amending, supplementing, consolidating, or replacing them whether issued by the UAE, Emirate of Sharjah, a Competent Authority or the Authority.

## Introduction to the City and the Authority

The Authority has been established to enhance media, creative sectors and complementary business activities within the boundaries of the City.

To allow for its objectives the Authority has pursuant to the Decree been granted jurisdiction to develop, manage and govern an area of land on which the Authority has created the City.

The City includes enterprise zones, Infrastructure, Parking and areas of land to be developed.

Through implementation of the governance procedures outlined in these Regulations, the Authority aims to become a leading media focused economic free zone and to establish a governance regime for the long-term management and administration of the City.

The Authority may from time to time add to the City, including by the inclusion of land currently owned and governed by the Authority or any other land that may in the future be granted to it, and vary the layout of the City as it considers necessary or desirable.

These Regulations set out the principal rules and regulations applicable within the City in respect of its occupation and use.

In addition to these Regulations the Regulatory Instruments have application within the City. These Regulations shall be read in conjunction with the Regulatory Instruments (as amended or introduced from time to time) to the extent they apply to the City and insofar as they do not interfere with the overriding principles contained within these Regulations or any other regulations, circulars or policies issued by the Authority (from time to time).

The Authority shall have the power to issue regulations, circulars and implement additional policies in connection with its governance and management procedures for the City (as it considers necessary or desirable from time to time). The provisions of any such circulars or policies shall have mandatory application to all Licensees and all Persons that reside, work and operate within the City and shall be complied with at all times.

As well as these Regulations, the circulars and policies of the City may include matters relating to use of the Infrastructure, the levying and collection of Infrastructure Levies, the management of sub-communities within the City, the management and control of those residing, working or otherwise undertaking any activity within the City, City planning requirements, the jurisdiction of the Authority and any other matter that the Authority considers necessary or desirable to achieve the objectives set out in or contemplated by these Regulations or the Decree.





The latest version of these Regulations, any amendments to these Regulations and any relevant circulars and policies of the City can be obtained online at the Authority's website.

## Governance of the City

The Authority has the power to supervise the activities of the City, lay down rules and regulations for the operation and management of the City, review and amend such rules and regulations as it considers necessary or desirable and implement the provisions of all laws and decisions under which the Authority has been established.

The Authority's policy is to govern the City and make use of the land on which the City is situated in a manner that best promotes the long-term economic and strategic potential of the City, ensure consistency of application of these Regulations and other Regulatory Instruments, obtain an appropriate return from its investment in planning, constructing and maintaining the Infrastructure, achieve clarity in setting and levying the Infrastructure Levy, set appropriate and consistent expectations for those residing, working and doing business in the City and make the decisions it deems necessary or desirable to support these objectives.

The above policy is supported by the rights and obligations granted to the Authority pursuant to the Decree. These include:

- (a) to provide superstructure, Infrastructure, buildings and services to those residing, working and operating within the City;
- (b) the right to lease real estate within the City;
- (c) the right to render services within the City and collect fees and charges for such services; and
- (d) to do anything else it considers necessary or desirable for the overall well being and management of the City (including issuing policies on the use of Infrastructure, structuring forms of property ownership and occupation within the City, levying the Infrastructure Levy, issuing fines and sanctions for non-compliance with these Regulations and Regulatory Instruments, setting planning strategies and generally making decisions regarding the operation of the City).

The Authority's policy is to comply with the above obligations and exercise the above rights through:

- (a) the development of Infrastructure for the long-term mutual benefit of the City as a community (including those living, working, operating and doing business within the City);
- (b) the management and maintenance of such Infrastructure to an appropriate standard;
- (c) providing certainty on Infrastructure Levies through the Authority's policy for calculation and levying of the Infrastructure Levy to help ensure all users make a fair and equitable contribution to the upkeep and regeneration of the Infrastructure;
- (d) permitting sub-development of designated parts of the City (including to allow for the construction of residential, office, retail and commercial spaces by the Authority or Sub-Developers);





- (e) permitting the lease to third parties of development areas within the City (in accordance with the Authority's policies and procedures) to allow for the growth and development of the City as a community;
- (f) altering, extending, developing and redeveloping certain parts of the City in order (as the Authority considers necessary or desirable) to achieve the aims of this policy;
- (g) procuring compliance with these Regulations and Regulatory Instruments (including by the imposition of sanctions, fines and penalties against those the Authority deems to be non-compliant);
- (h) implementing and overseeing planning and zoning policies within the City (including the right to determine and amend different use areas, add to or remove Infrastructure, approve subdivisions, issue planning and design approvals, determine built up areas, approve, issue and register affection and site plans, issue plot and registration numbers and consent to the change of use of any areas of the City with or without conditions);
- (i) determine those matters and issues within the City over which it will have jurisdiction and those over which it will allow a Competent Authority to have jurisdiction; and
- (j) establish safety measures and procure security services within the common areas of the City and such other areas as it considers necessary or desirable (which may include any properties within the City).

### Activities within the City

All Licensees and Persons undertaking Activities within the City shall conduct all or a substantial part of their Activities from their physical address within the City.

### Physical address

All Licensees and Persons undertaking Activities within the City shall have a physical address:

- (a) that is located within the City;
- (b) at which documents and notices can be delivered and signed for; and
- (c) that is registered with the Authority.

Subject to article 0, the requirement of a physical address may be satisfied by any of the following:

- (a) the holding of a Lease (as tenant); or
- (b) the entry into an Occupancy Agreement (as occupier),

provided that such interest or agreement is valid and continuing.



The Authority may require that Licensees or Persons possess a particular type of interest or agreement (such as Lease or Occupancy Agreement) in the City.

Any change to the physical address of a Licensee or Person undertaking Activities within the City shall be notified to the Authority in writing prior to such change (with details of the new address, date of application and a copy of the new Lease interest or Occupancy Agreement) where reasonably practicable and in any event no later than ten (10) Business Days after such change has taken place and in accordance with article 16.1 of the Companies Regulations.

## Licences

Throughout the term of their Licence, all Companies and Branches shall maintain a Lease or an Occupancy Agreement satisfying the requirements set out in these Regulations.

Companies and Branches shall only operate from permitted property within the City.

Companies and Branches shall renew their Lease or Occupancy Agreement within the time frame specified by the Authority.

In addition to the requirements set out in the Companies Regulations, when applying for a new or renewal Licence, the Company or Branch shall not be in arrears in respect of any Fees, Infrastructure Levy or any other payments, fines or charges that may be due and payable to the

Authority or any other entity or body in connection with its Lease or Occupancy Agreement.

The Authority may revoke a Licence immediately upon written notice if a Licensee:

- (a) has acted or is acting in breach of, or in a manner which is contrary to, the requirements of the Authority, these Regulations or any Regulatory Instruments applicable within the City;
- (b) has or is behaving in a manner which shows a disregard of the requirements of the Authority, these Regulations or any Regulatory Instruments applicable within the City; or
- (c) has acted or is acting in a manner which the Authority believes is detrimental or prejudicial to the reputation and interests of the Authority, the City or the interests of any other Licensee or the general public.

## Leases

The rent, Infrastructure Levy and all other charges and terms and conditions will be as specified in the relevant Lease agreement.

Companies and Branches holding a Lease shall ensure that their space is fitted out in accordance with the Authority's fit-out policy (as issued from time to time) and physically functional within such time as may be agreed from the Licence Issue Date.



Companies and Branches wishing to construct their own facilities to their own specification and design can do so by leasing a plot of land of the required area for that purpose.

All construction works shall be in accordance with the Authority's guidelines and completed so that the premises are physically functional and operationally ready within such time as may be agreed from the Licence Issue Date.

Building and operation controls are further expanded on in article 0 of these Regulations.

Companies and Branches are not permitted to share or sub-lease their premises without the prior written approval of the Authority.

The Authority reserves the right to reject any application to share or sub-lease premises and to charge a fee annually for each approved sub-lease (in addition to the Licence fee).

The Authority has the ultimate right and jurisdiction to charge and collect the Infrastructure Levy referred to in these Regulations from all those holding a Lease in the City (without recourse to any other authority).

## Occupancy Agreements

The service fees and all other charges and terms and conditions will be as specified in the relevant Occupancy Agreement.

Licensees are not permitted to share or assign their rights under an Occupancy Agreement without the prior approval of the Authority.

The Authority reserves the right to reject any application to share or assign rights under an Occupancy Agreement.

## Termination of Lease

The termination process for a Lease requires that all outstanding matters relating to that Lease (including but not limited to payment of outstanding dues) shall be settled by the Company or Branch regardless of who the termination process was initiated by.

In the event of termination of a Lease, the Company or Branch shall ensure that the leased premises are fully vacated and restored and handed back in their original condition (including removing all signage and making good any damage) by the termination date (unless otherwise agreed in the Lease or between the parties thereto).

Any waste material shall be properly and safely disposed of in accordance with the requirements of all Competent Authorities.

Once a Company or Branch has vacated and cleared its premises it shall notify the Authority on the prescribed form and/or in the prescribed manner. If the Authority was the Company's or Branch's

landlord under the Lease, it will then arrange an inspection of the premises. If the inspection reveals that the premises have not been fully vacated and properly cleared the Authority may, amongst other things, continue to charge a rent to the Company or Branch.



If a Company or Branch wishes its Licence to continue after termination of its Lease, then it shall obtain a Lease or an Occupancy Agreement satisfying the requirements set out in these Regulations.

### Termination of Occupancy Agreement

The termination process for an Occupancy Agreement requires that all outstanding matters relating to that Occupancy Agreement (including but not limited to payment of outstanding dues) shall be settled by the Company or Branch regardless of who the termination process was initiated by.

In the event of termination of an Occupancy Agreement, the Company or Branch shall ensure that all of its obligations in respect of the premises are fully satisfied in accordance with the terms of the relevant Occupancy Agreement (including removing all of the Company's or Branch's belongings and making good any damage) by the termination date (unless otherwise agreed in the Occupancy Agreement or between the parties thereto).

Any waste material shall be properly and safely disposed of in accordance with the requirements of all Competent Authorities.

Once a Company or Branch has vacated and satisfied all of its obligations in respect of the premises it shall notify the Authority on the prescribed form and/or in the prescribed manner. If the Authority was the Company's or Branch's service provider under the Occupancy Agreement, it will then arrange for inspection of the premises. If the inspection reveals that the premises have not been fully vacated by the Company or Branch and all of the Company's or Branch's obligations satisfied, the Authority may, amongst other things, continue to charge a service fee to the Company or Branch.

If a Company or Branch wishes its Licence to continue after termination of its Occupancy Agreement, then it shall obtain a Lease or an Occupancy Agreement satisfying the requirements set out in these Regulations.

### Building and operation controls

A Company or Branch constructing its own facilities shall liaise with the Authority, the Competent Authority, agent(s) and any other authorities nominated by the Authority in order to obtain the necessary building consents, approvals and inspections (including obtaining an NOC if required by the Authority).

Once construction of the Company's or Branch's facility has completed, the Company or Branch shall:

- (a) provide the Authority with a BCC from the Competent Authority and any other relevant consents and approvals; and
- (b) obtain a BCC from the Authority and any other relevant consents and approvals; and
- (c) obtain an NOC from the Authority before allowing occupation of the facilities and authorising connection of any services.



The Authority reserves the right to reject any application for a BCC or any other relevant consent or approval pursuant to article (b) or an NOC pursuant to article (c) if any obligations of the Company or Branch under these Regulations (including Fees, Infrastructure Levy and any other payments) are outstanding.

A Company or Branch that has constructed its own facilities on development land or fitted out premises (including residential, office, retail or commercial space) shall liaise with the Authority, the Competent Authority, agent(s) and any other authorities nominated by the Authority in order to obtain all necessary approvals before occupying the facilities.

No sign board(s) or name plate(s) shall be erected without the prior approval of the Authority.

All signage shall be in accordance with any signage and advertising regulations that may be issued by the Authority (from time to time).

### Inspection of premises

The Authority or its nominated agent(s) may conduct inspections of a Company's or Branch's premises from time to time to monitor compliance with these Regulations, the Licence, the Lease and/or Occupancy Agreement (as applicable), the terms of any other agreement and to review operations, staff and premises layout.

The Authority shall endeavour to arrange any inspections pursuant to article 0 so that the potential for disturbance or disruption to the Company's or Branch's business is minimised.

Notwithstanding article 0, the Authority reserves the right to enter a Company's or Branch's premises at any time without prior notice:

- (a) in the event of an emergency (including fire or flood) or any other matter which presents an actual or suspected threat to the safety and security of the City or any person or property within the City;
- (b) in the event there is a discharge of substances from the premises which are or are believed to be pollutants, poisons, noxious or otherwise offensive;
- (c) if the Authority has reason to suspect that the Company or Branch is in serious breach of the terms of these Regulations, the Licence, the Lease or Occupancy Agreement (as applicable); or
- (d) if the Authority reasonably believes such entry is justified in order to protect the interests of the Authority, any other Licensee or the general public.

The Authority (including its agents and employees) shall not be liable for any loss or damage to any Licensee, Person or property resulting from the proper performance of its (and their) duties.

Inspections of a Company's or Branch's premises or any other part of the City by third parties or outside organisations (other than agent(s) nominated by the Authority or Competent Authorities working under the authority of the Authority) are expressly prohibited unless the Authority has given prior written consent to such inspection.



If a Company or Branch is approached by a third party or outside organisation for inspection of its premises or any part of the City it shall notify the Authority immediately.

A Company or Branch shall extend, and ensure that its officers extend, all such cooperation and assistance as the Authority, its agents and employees may require to properly perform their duties in relation to any entry and inspection.

A Licensee who fails to extend cooperation or assistance to the Authority, its agents and employees or otherwise seeks to obstruct or hinder such persons from performing their duties may be liable to the imposition of a sanction, fine or penalty (including any relevant penalty specified in the Tariff).

## Insurance

All Companies and Branches and holders of any interest in property within the City shall hold and maintain valid policies of insurance covering their property, belongings and vehicles in accordance with the terms of their Licence, Lease and/or Occupancy Agreement (as applicable) and these Regulations.

All Companies and Branches and holders of any interest in property within the City shall take out and maintain insurance cover in respect of third party liability or public liability insurance in respect of their property and business operations and worker's compensation insurance to cover permanent injury/disability and all related medical expenses in accordance with article 21 of the Employment Regulations.

The Authority may (at its discretion) arrange property all-risks insurance and third party liability insurance in respect of all property owned by the Authority (including Infrastructure) the costs of which will form part of the Infrastructure Levy.

The Authority (including its agents and employees) shall not be liable for any loss or damage to any Licensee's property, belongings and vehicles for any reason whatsoever (including theft or natural calamity).

All Sub-Developers and contractors and any other legal or beneficial holders of rights in land under development shall hold valid contractor's all risks insurance policies as well as third party insurance policies on terms acceptable to the Authority and provide evidence of such policy to the Authority on demand.

## Traffic affairs

The roads within the City are treated as public highways.

The Authority may request a Licensee to produce evidence that its drivers, operators and vehicles are properly licenced and registered with the relevant Competent Authorities.

All vehicles shall be roadworthy and in compliance with all applicable laws, rules and regulations in the UAE pertaining to vehicle safety.

Drivers violating any provisions of this article 0 will be reported to the police and will be subject to such penalties or fines as they may impose.



All vehicles shall adhere to any traffic and parking regulations that may be issued by the Authority (from time to time).

Vehicles shall only be parked at authorised parking locations.

Parking locations may be subject to charges (which may be imposed from time to time).

Any vehicle found to be in violation of any traffic or parking regulations will be reported to the Competent Authorities and will be liable to the imposition of a sanction, fine or penalty (including any relevant penalty specified in the Tariff).

## Infrastructure

All Infrastructure shall remain the property of the Authority and shall not be jointly owned property (under any law for joint ownership or otherwise).

The Authority shall have full discretion to outsource the procurement, construction, operation and/or maintenance of any Infrastructure as it considers necessary or desirable.

All Licensees and Persons holding a Lease or any other interest in property within the City will not be granted any ownership interest in the Infrastructure.

The Authority has the power and discretion to calculate and levy the Infrastructure Levy without reference to any other body or authority.

Any dispute in relation to the use of Infrastructure, the quantum of the Infrastructure Levy or any other matter contemplated by these Regulations shall be dealt with pursuant to article 0 of these Regulations or any dispute resolution provisions contained within the relevant contract.

## Fees

All Fees are payable in accordance with the rates and charges and in the manner set out in the Tariff or as otherwise specified by the Authority from time to time.

## Additional fees, charges and levies

Notwithstanding the Authority's policies, rules and regulations and/or individual payment obligations in relation to Infrastructure and the Infrastructure Levy, those living, working, operating and doing business within the City acknowledge that they may also be subject to and liable for additional fees, charges and levies from Sub-Developers, Owners Associations, Competent Authorities or other bodies.

Additional fees, charges and levies may arise from:

- (a) the use and maintenance of common areas within a specific building pursuant to any applicable jointly owned property law or governance structure or other applicable legislation issued from time to time;





- (b) the holding of a Lease or any other interest in property;
- (c) the entry into a Occupancy Agreement;
- (d) any other applicable law or regulation; or
- (e) any contractual obligation.

Additional fees, charges and levies shall be calculated and levied independently of the Authority. The Authority may, for ease of administration and payment, incorporate the Infrastructure Levy as a component of such fees, charges and levies depending on the Authority's collection policy at that time.

The Authority reserves the right, if required, to review, query and amend any additional fees, charges and levies that the Authority in its sole discretion deems unreasonable.

### Violations and penalties

Any Licensee which is found to be in violation of any provision of these Regulations shall be guilty of an offence which, if not remedied to the Authority's satisfaction within the time frame it requires, shall render the Licensee liable to the penalties set out in the Tariff and such other fines and sanctions as may be issued by the Authority pursuant to its policies and procedures or as otherwise determined (from time to time).

As well as the penalties, fines and sanctions provided for in these Regulations, the Licensee may be liable for additional penalties, fines and sanctions under other laws, rules, policies and regulations pertaining to the City (including suspension or revocation of its Licence and de-Registration and any civil and/or criminal penalties).

All fines, charges or other financial penalties imposed upon a Licensee or any other party in accordance with these Regulations, if unpaid after a period of ninety (90) days, may be set off from any money owed by the Authority or its subsidiaries to the Licensee, added to the Licence renewal fees or recovered from the Licensee as a debt.

The Authority has the power and discretion to calculate and issue sanctions, penalties and fines against any Licensee and Persons (including contractors and Sub-Developers) who the Authority considers are in breach of these Regulations or Regulatory Instruments.

The Authority has the power and discretion to calculate and issue sanctions, penalties and fines for any behaviour or activity causing nuisance, disturbance or disruption to the City, the community or the Infrastructure even if such behaviour or activity is not specifically prohibited by any of the Authority's current published policies.

### Dispute resolution

In the event that a party wishes to dispute, object to or appeal (a **Dispute**) the Authority's application of these Regulations (including the issuance of any sanction, penalty or fine), it may do so by referring such Dispute to the appropriate department, committee or division of the Authority established from time to time to hear such Disputes.



In making its decision regarding any Dispute, the Authority will apply those City policies and procedures as issued from time to time which are in force at the time it considers such Dispute. The decision of the Authority in respect of such Dispute shall be final and binding on the disputing party.

Nothing contained in this article 0 shall prevent a party to a contract with the Authority or the Authority itself from seeking a judgment in the appropriate forum set out in that contract.

Nothing contained in this article 0 shall prevent the Authority from taking action through competent courts to enforce these Regulations or any part thereof against any Person.

### **Miscellaneous**

All directions, orders or other decisions made by the City under these Regulations are final.

Any delay in application of or failure to enforce these Regulations shall not operate as a waiver in respect of any of these Regulations.

Unless specifically provided otherwise by the Authority, its rights arising under these Regulations are cumulative and do not exclude rights provided by law or at contract.

If any provision of these Regulations is finally resolved by a competent judicial body (having jurisdiction in respect thereto) to be invalid, unenforceable or illegal, the other provisions of these Regulations shall remain in full force.

If any invalid, unenforceable or illegal provision of these Regulations would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the Authority's intention in respect of such provision.

Communications between the Authority and the Licensees, and information and documents to be provided under these Regulations or any other instrument issued by the City, shall be provided in either Arabic and English or English.



**Signature:**

**Date of signature:**



## Schedule 1 – Tariff of Penalties

No.	Type of violation	Penalty per violation (AED)
Category A		
1.	Change of address without notifying the Authority within ten (10) Business Days	5,000
2.	Failure to renew Lease or Occupancy Agreement within one month after Licence expiry date	2,500
3.	Failure to renew Lease or Occupancy Agreement within two months after Licence expiry date	5,000
4.	Failure to renew Lease or Occupancy Agreement within three months after Licence expiry date	7,500
5.	Failure to renew Lease or Occupancy Agreement within four months after Licence expiry date	10,000
6.	Licensee not physically present at the declared address in the Licence (excluding shared-facilities arrangement)	10,000
7.	Sharing or sub-leasing premises without prior approval of the Authority	10,000
8.	Willfully submitting false , inaccurate or misleading information or documentation	50,000