

Law No. (9) of 2009
Amending Law No. (13) of 2008
Regulating the Interim Property Register
in the Emirate of Dubai¹

We, Mohammed bin Rashid Al Maktoum, Ruler of Dubai,

After perusal of

Law No. (8) of 2007 Concerning Escrow Accounts of Real Estate Development in the Emirate of Dubai;

Law No. (16) of 2007 Establishing the Real Estate Regulatory Agency; and

Law No. (13) of 2008 Regulating the Interim Property Register in the Emirate of Dubai,

Do hereby issue this Law.

Article (1)

Articles (2) and (11) of Law No. (13) of 2008 Regulating the Interim Property Register (the “**Original Law**”) will be superseded by the following provisions:

Article (2)

The following words and expressions will have the meaning indicated opposite each of them unless the context implies otherwise:

Emirate:	The emirate of Dubai.
Department:	The Land Department.
RERA:	The Real Estate Regulatory Agency.
Property Register:	The property register maintained by the Department.
Interim Property	The documents maintained by the Department in written or electronic format in an electronic record in which sale

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¹Every effort has been made to produce an accurate and complete English version of this legislation. However, for the purpose of its interpretation and application, reference must be made to the original Arabic text. In case of conflict the Arabic text shall prevail.

Register:	contracts, Off-plan Sales, and other off-plan legal dispositions of real property are registered prior to inclusion in the Property Register.
Real Property:	The land and any fixed structure constructed on it.
Real Property Unit:	Any designated part of Real Property including any part designated as off-plan.
Off-plan Sale:	The sale of designated Real Property Units Off-plan or of those which are under unfinished.
Master Developer:	Any person licensed to engage in real estate development and the sale of Real Property Units to third parties in the Emirate.
Sub-developer:	Any person who undertakes part of a real estate development project of a Master Developer in accordance with a mutual agreement.
Real Estate Broker:	Any person who undertakes the real estate brokering business in accordance with Bylaw No. (85) of 2006 Regulating the Real Estate Brokers Register in the Emirate.
Competent Entities:	The entities authorised to license and register real estate development projects in the Emirate.

Article (11)

1. If the purchaser breaches any of the terms of the sale contract of the Real Property Unit concluded with the developer, the developer must notify the Department of such breach, and the Department must give a thirty (30) days' notice to the purchaser, in person, by registered mail or by email, to fulfil his contractual obligations.
2. If the notice period mentioned in in paragraph (1) of this Article expires and the purchaser fails to perform his contractual obligations, the following provisions will apply:
 - a. where the developer has completed at least eighty percent (80%) of the real estate development project, the developer may retain all payments and claim the balance of the contract value from the purchaser, failing which the developer may request the sale of the Real Property by way of public auction to recover the balance of the amounts to which he is entitled;
 - b. where the developer has completed at least sixty percent (60%) of the real estate development project, the developer may terminate the contract and retain a maximum of forty percent (40%) of the value of the Real Property Unit stipulated in the contract;

- c. where the developer starts the construction works but fails to reach the sixty percent (60%) threshold of the real estate development project, the developer may terminate the contract and retain a maximum of twenty-five percent (25%) of the value of the Real Property Unit stipulated in the contract; or
 - d. where the developer, for reasons beyond his control but without any negligence on his part, fails to start the construction works, the developer may terminate the contract and retain a maximum of thirty percent (30%) of the payments made by the purchaser.
3. For the purposes of items (c) and (d) of paragraph (2) above, "construction works" will mean the developer taking possession of the real estate development project site and starting construction works in accordance with plans approved by Competent Entities.
4. For the purposes of items (b) and (c) of paragraph (2) above, the developer must return any amounts payable to the purchaser within a period not exceeding one year of the termination date or within a period not exceeding sixty (60) days of selling the Real Property Unit, whichever is earlier.
5. Notwithstanding paragraphs (1) and (2) of this Article, RERA may, based on a reasoned report, decide to revoke the real estate development project, in which case the developer must return all payments received from purchasers, in accordance with the procedure and provisions stipulated in Law No. (8) of 2007 Concerning Escrow Accounts of Real Estate Development in the Emirate of Dubai.
6. The provisions of this Article will not apply to sale contracts for land which is not disposed of by of Off-plan Sale. Those contracts will be governed by the terms of the contract concluded by the parties.
7. The provisions of this Article will apply to all contracts concluded before this Law comes into force.

Article (2)

This Law will be published in the Official Gazette and will come into force on the day on which it is published.

[Signed]

Mohammed bin Rashid Al Maktoum

Ruler of Dubai

Issued in Dubai on 12 April 2009
Corresponding to 16 Rabi al-Thani 1430 A.H.