

OFF-PLAN AND REAL PROPERTY PROFESSIONALS REGULATIONS 2024

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OFF-PLAN AND REAL PROPERTY PROFESSIONALS REGULATIONS 2024

Regulations to govern association managers, brokers, surveyors, engineering auditors, valuers, property managers and property inspectors in the Abu Dhabi Global Market, and to make provisions for matters relating thereto.

The Board of Directors of the Abu Dhabi Global Market, in exercise of its powers under Article 6(1) of Law No. 4 of 2013 concerning the Abu Dhabi Global Market issued by His Highness the Ruler of the Emirate of Abu Dhabi, hereby enacts the following Regulations:

Date of publication: 15 2024

PART 1 – THE REAL PROPERTY PROFESSIONALS REGISTERS

1. The registers

The Registrar shall maintain the following registers in accordance with these Regulations:

- (a) the Register of Brokers;
- (b) the Register of Surveyors;
- (c) the Register of Engineering Auditors;
- (d) the Register of Valuers;
- (e) the Register of Property Managers;
- (f) the Register of Property Inspectors; and
- (g) the Register of Association Managers.

2. Contents of the registers

The Real Property Professionals Registers shall be in such form as the Registrar may determine appropriate, including in electronic form, and shall contain in respect of each Real Property Professional the following:

- (a) if the Real Property Professional is a natural person, the Real Property Professional's name and website address (if applicable);
- (b) if the Real Property Professional is a body corporate, its legal form, registered number, license number and address;
- (c) the Real Property Professional's address to which notices may be served in the UAE;
- (d) the Real Property Professional's contact information;
- (e) if applicable, the name and address of any authority or body outside of the Abu Dhabi Global Market responsible for regulating the Real Property Professional;
- (f) details of any professional indemnity insurance and security bond that the Real Property Professional has in place or is required by the Registrar; and

- (g) details of each of the Real Property Professional's employees providing Licensed Services in respect of Off-Plan Projects and real property in the Abu Dhabi Global Market.

3. Maintenance, publication and inspection of the Real Property Professionals Registers

- (1) The Registrar shall publish a list of Real Property Professionals that are registered on the Real Property Professionals Registers, including such details and information as the Registrar may deem necessary for the purposes of transparency and in line with best practice.
- (2) The Registrar must promptly update the Real Property Professionals Registers to reflect:
 - (a) any change in the information set out in section 2 as notified by a Real Property Professional to the Registrar;
 - (b) any suspension or cancellation of the registration of a Real Property Professional or its employees under these Regulations; and
 - (c) such other matters as the Registrar may determine to be appropriate for entry on any of the Real Property Professionals Registers.
- (3) A Real Property Professional registered on any of the Real Property Professionals Registers shall:
 - (a) co-operate with the Registrar for the purpose of ensuring that the Registrar receives and holds the information required by these Regulations in respect of Real Property Professionals;
 - (b) send to the Registrar (in the form prescribed by the Registrar from time to time) for entry on the applicable Real Property Professionals Register any changes to the information referred to in section 3(2); and
 - (c) take reasonable care to ensure that the information provided to the Registrar under these Regulations is accurate and correct and that, in the case of information required to be provided by a Real Property Professional in this section 3, such information is sent to the Registrar as soon as reasonably practicable after a Real Property Professional becomes aware of the relevant change.

4. Registration criteria

- (1) In order to be registered on the applicable Real Property Professionals Register, a Real Property Professional shall be required to satisfy the Registrar that it meets any minimum registration criteria determined by the Registrar which shall include the following:
 - (a) the Real Property Professional holds a valid License in accordance with the requirements of these Regulations;
 - (b) the Real Property Professional holds the necessary professional registrations and qualifications relating to the provisions of the applicable Licensed Service in the Emirate of Abu Dhabi, as may be required by the Registrar from time to time;
 - (c) the Real Property Professional has the necessary resources, experience and technical expertise required to provide the applicable Licensed Service in respect of Off-Plan Projects and/or real property in the UAE (as applicable);
 - (d) the Real Property Professional has subsisting professional indemnity insurance covering all types of civil liability arising in connection with the provision of the applicable Licensed Service under these Regulations in an amount commensurate with the services being provided by the Real Property Professional or in line with any stated minimum insurance amount that may be specified by the Registrar from time to time; and

- (e) the Real Property Professional has complied with any other requirement specified by the Registrar from time to time.
- (2) The Registrar shall be entitled to waive any of the registration criteria where it feels that it is appropriate to do so and that such waiver will not unduly negatively impact the provision of Licensed Services in the Abu Dhabi Global Market.

5. Application for registration

- (1) In order to be registered on the applicable Real Property Professionals Register, a Real Property Professional shall:
 - (a) submit an application to the Registrar in such form as the Registrar may specify, which will include the following:
 - i. in respect of body corporates, a copy of the Real Property Professional's constitutional documents, which may include articles of association and a certificate of incumbency;
 - ii. in respect of natural persons, a copy the Real Property Professional's identification documents;
 - iii. evidence demonstrating that the Real Property Professional satisfies the applicable registration criteria required by the Registrar in accordance with section 4; and
 - iv. such other documents and/or information as the Registrar in its discretion may require;
 - (b) pay such fees in connection with the Real Property Professional's application as set out in the Off-Plan and Real Property Professionals Regulations (Fees) Rules 2024, as may be amended from time to time.
- (2) Brokers and Valuers are also required to register all employees providing Licensed Services in the Abu Dhabi Global Market on the relevant Real Property Professionals Register by:
 - (a) submitting an application to the Registrar, in such form as the Registrar may specify, which will include the following:
 - i. the employee's name and contact details;
 - ii. the employee's curriculum vitae detailing the employee's relevant experience in the provision of the applicable Licensed Service in respect of the preceding five (5) year period;
 - iii. copies of the employee's professional registrations and educational degrees, diplomas and/or certificates relevant to the provision of the applicable Licensed Service; and
 - iv. such other documents and/or information as the Registrar in its discretion may require;
 - (b) pay such fees in connection with the Real Property Professional's application as set out in the Off-Plan and Real Property Professionals Regulations (Fees) Rules 2024, as may be amended from time to time.
- (3) Following the Registrar's review of an application for the registration of a Real Property Professional or its employees on the applicable Real Property Professionals Register, the Registrar may:
 - (a) require the Real Property Professional to provide information on how it intends to ensure compliance with these Regulations and/or any other applicable regulations, laws and rules relevant to the provision of Licensed Services in the Abu Dhabi Global Market;

- (b) require the Real Property Professional to revise or update its application for registration on the applicable Real Property Professionals Register;
 - (c) approve the application and register the Real Property Professional and/or its employees on the relevant register with or without conditions; or
 - (d) reject the application, providing its reasons in writing for rejecting the application.
- (4) The Registrar may decline to register a Real Property Professional or its employees on the relevant register if:
- (a) the Real Property Professional fails to provide the documents and information required by the Registrar or to meet the Registrar's minimum registration criteria in accordance with section 4;
 - (b) the Registrar deems it necessary in order to safeguard public interest; and/or
 - (c) the Real Property Professional fails to pay the registration fees under sections 5(1)(b) or 5(2)(b) above (as applicable).

6. Licenses and other approvals

- (1) A Real Property Professional shall be required to maintain its registration on the relevant Real Property Professionals Register until such date that it is no longer required to provide Licensed Services to a person under the terms of an Agreement for Licensed Services or is otherwise removed by the Registrar from the relevant register in accordance with these Regulations.
- (2) Brokers and Valuers must also maintain the registration of each employee providing Licensed Services in the Abu Dhabi Global Market on the relevant Real Property Professionals Register until such date that the employee is no longer providing Licensed Services in the Abu Dhabi Global Market.
- (3) For as long as:
- (a) a Real Property Professional is required to be registered on the relevant Real Property Professionals Register in accordance with section 6(1), the Real Property Professional must, prior to each anniversary of its registration on the relevant Real Property Professionals Register, pay to the Registrar the renewal of registration fee set out in the Off-Plan and Real Property Professionals Regulations (Fees) Rules 2024; and
 - (b) the employees of Brokers and Valuers are required to be registered on the relevant Real Property Professionals Register in accordance with section 6(2), the Real Property Professional must, prior to each anniversary of the registration of each of its employees on the relevant Real Property Professionals Register, pay to the Registrar the renewal of registration fee set out in the Off-Plan and Real Property Professionals Regulations (Fees) Rules 2024.
- (4) The registration of a Real Property Professional and of its employees on the relevant Real Property Professionals Register in accordance with these Regulations shall not exempt a Real Property Professional or its employees from the obligation to obtain and maintain any other licenses, permits and/or approvals required by the applicable licensing, government and/or regulatory authority of the Emirate of Abu Dhabi regulating Real Property Professionals in order for a Real Property Professional and its employees to lawfully be able to provide Licensed Services in the Emirate of Abu Dhabi.
- (5) Brokers, Surveyors, Engineering Auditors, Valuers and Property Inspectors providing Licensed Services in the Abu Dhabi Global Market shall not be considered to be carrying on economic activities in the Abu Dhabi Global Market and shall not be required to obtain an Abu Dhabi Global Market license, provided that such Real Property Professionals:

- (a) do not provide the Licensed Services from a permanent establishment maintained in the Abu Dhabi Global Market; and
 - (b) maintain a license issued by the relevant licensing authority of the Emirate of Abu Dhabi permitting the Real Property Professional to undertake the Licensed Services.
- (6) Property Managers and Association Managers providing Licensed Services in the Abu Dhabi Global Market will be considered to be carrying on economic activities in the Abu Dhabi Global Market and are required to obtain an Abu Dhabi Global Market license regardless of whether they maintain a permanent establishment in the Abu Dhabi Global Market and have a license issued by a licensing authority in the Emirate of Abu Dhabi.

7. Relation with the Registrar

- (1) A Real Property Professional must:
- (a) communicate with the Registrar in the English language;
 - (b) co-operate with any investigations or enquiries undertaken by any government and/or regulatory authority of the UAE, and provide such information and confirmation as may be requested by the Registrar for any of the purposes of these Regulations;
 - (c) ensure that all information provided by, or on behalf of, the Real Property Professional is not false, misleading or deceptive;
 - (d) not conceal any information where the concealment of such information is likely to mislead or deceive the Registrar; and
 - (e) not misrepresent its registered status under these Regulations, expressly or by implication.
- (2) A Real Property Professional registered on any of the Real Property Professionals Registers shall provide the Registrar with such information as the Registrar may require for the exercise of the Registrar's functions under these Regulations.

8. Notification of changes and events

- (1) A Real Property Professional registered on any of the Real Property Professionals Registers shall notify the Registrar in writing:
- (a) immediately if it becomes aware:
 - i. that the Real Property Professional no longer satisfies the Registrar's minimum registration criteria;
 - ii. the Real Property Professional has failed to comply with:
 - I. the requirements of any code of conduct issued by, or specified as mandatory by, the Registrar;
 - II. these Regulations; or
 - III. any regulations, rules or laws applicable in the Abu Dhabi Global Market;
 - iii. of a claim made against the Real Property Professional relating to the provision of Licensed Services by or with any government and/or regulatory body of any Emirate of the UAE in any court or before any arbitral tribunal;

- iv. that the Real Property Professional's License or professional registration or qualification has been revoked, or any application to renew the same is rejected or becomes subject to any new conditions;
 - v. that a government or other regulatory body exercising powers and performing functions related to the regulation of Real Property Professionals (including outside the UAE) has started an investigation into, or has appointed inspectors to investigate, the Real Property Professional's conduct or affairs; and/or
 - vi. of the imposition of disciplinary measures or sanctions on any of the Real Property Professional's directors, managers and senior employees by a government or other regulatory body exercising powers and performing functions related to the regulation of Real Property Professionals (including outside of the UAE);
- (b) as soon as reasonably practicable where a Real Property Professional becomes aware that the information contained on the relevant register is no longer accurate or correct and in such case the Real Property Professional shall provide the Registrar, as soon as reasonably practicable, with all necessary documents and/or information in order to update the relevant register.

PART 2 – BROKERS

9. Provision of Brokerage Services

- (1) A Broker may not provide Brokerage Services in respect of an Off-Plan Project or real property in the Abu Dhabi Global Market until and unless:
- (a) the Broker has a valid License;
 - (b) the Broker is registered on the Register of Brokers;
 - (c) each of the Broker's employees providing Brokerage Services in the Abu Dhabi Global Market is registered on the Register of Brokers;
 - (d) the Broker has entered into a Brokerage Agreement; and
 - (e) in respect of an Off-Plan Project:
 - i. the Broker has submitted to the Registrar a copy of the duly executed and dated Brokerage Agreement (which the Broker must submit to the Registrar within fifteen (15) days of executing the Brokerage Agreement);
 - ii. the Broker has paid such fees in connection with the Registrar's review and, if applicable, the registration of the Brokerage Agreement as set out in the Off-Plan and Real Property Professionals Regulations (Fees) Rules 2024, as may be amended from time to time; and
 - iii. the Registrar has reviewed and approved, with or without conditions, the Brokerage Agreement and registered it on the Off-Plan Project Register in connection with the Off-Plan Project.
- (2) Where a Developer appoints more than one Broker to provide Brokerage Services in respect of an Off-Plan Project, the Developer and each Broker shall enter into a Brokerage Agreement and each Brokerage Agreement shall be submitted to the Registrar for registration in accordance with section 9(1)(e).
- (3) A Broker may not represent more than one party in a Conveyance of real property or an Off-Plan Sale unless:

- (a) each person intending to be represented by the Broker:
 - i. is represented by a different employee of the Broker; and
 - ii. is notified of and has consented in writing to the Broker representing more than one party in the Conveyance of real property or the Off-Plan Sale;
 - (b) the employees of the Broker take all necessary steps and implement all necessary measures to independently represent each party.
- (4) Where a Broker is negotiating on behalf of a client in respect of a Conveyance of real property or an Off-Plan Sale, the Broker shall:
- (a) negotiate in accordance with and shall not exceed the written instructions of the client; and
 - (b) keep the client informed and regularly updated of the status of the negotiations.
- (5) When providing Brokerage Services, a Broker shall:
- (a) at all times act with due skill, care and expertise and in compliance with these Regulations, any code of conduct issued by the Registrar from time to time in respect of Brokers and any other applicable regulations, laws, rules and codes of conduct; and
 - (b) supervise its employees that are providing Brokerage Services in respect of Off-Plan Projects and real property in the Abu Dhabi Global Market and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of these Regulations, any code of conduct issued by the Registrar from time to time in respect of Brokers, and any other applicable regulations, laws, rules and codes of conduct.
- (6) A Broker shall hold on trust any title deeds or other documents given to it by any of the parties to a Conveyance of real property or an Off-Plan Sale and shall deliver any such documents received from the parties in accordance with the instructions of the parties and these Regulations.
- (7) In the event that:
- (a) a Developer instructs a Broker to provide Brokerage Services in respect of an Off-Plan Project in the Abu Dhabi Global Market and such Broker is not registered on the Register of Brokers in accordance with these Regulations, each of the Developer and the Broker shall have committed a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000; and
 - (b) a Broker provides Brokerage Services in respect of real property in the Abu Dhabi Global Market and such Broker is not registered on the Register of Brokers in accordance with these Regulations, the Broker shall have committed a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

10. Brokerage Agreement

- (1) The Brokerage Agreement shall, at a minimum, include the following:
- (a) details of:
 - i. in respect of real property, the proposed Conveyance and the real property involved; or
 - ii. in respect of Off-Plan Sales, the Off-Plan Project and future interests in real property that are to be sold off-plan;

- (b) the fees payable to the Broker for the provision of Brokerage Services;
 - (c) the extent and scope of the Brokerage Services to be provided;
 - (d) in respect of Off-Plan Sales:
 - i. a restriction on the Broker from receiving any payment for its fees deriving from the provision of Brokerage Services until the Developer and the Off-Plan Purchaser have executed an Off-Plan Sales Agreement; and
 - ii. the name and details of the Account Bank and the Project Account of the Off-Plan Project;
 - (e) any other terms the Registrar deems necessary or appropriate.
- (2) Nothing in section 10(1) restricts the Registrar's ability and discretion to:
- (a) introduce further mandatory provisions that must be incorporated in the Brokerage Agreement;
 - (b) issue a mandatory standard form Brokerage Agreement; and
 - (c) review and approve, with or without conditions, Brokerage Agreements entered into between Developers and Brokers in respect of Off-Plan Projects.

11. Sale Proceeds under Off-Plan Projects

- (1) A Broker must not hold itself out as being able to receive or accept any Sale Proceeds from Off-Plan Purchasers, their lenders or otherwise.
- (2) Notwithstanding section 11(1), if a Broker receives Sale Proceeds from an Off-Plan Purchaser, the Broker shall:
- (a) as soon as practicably possible, deposit all Sale Proceeds it received from the Off-Plan Purchaser directly into the Project Account of the Off-Plan Project; or
 - (b) if the Broker is unable to deposit the Sale Proceeds into the Project Account for reasons outside of its control, the Broker shall as soon as practicably possible return the Sale Proceeds to the Off-Plan Purchaser,
- without making any deductions, including in respect of the Broker's fees for the provision of Brokerage Services.
- (3) Within three (3) days of receiving Sale Proceeds from an Off-Plan Purchaser, the Broker shall notify the Registrar in the form required by the Registrar from time to time of how the Broker satisfied its obligations under section 11(2) and provide any further information, documents or data requested by the Registrar.
- (4) A Broker that fails to comply with section 11(1) commits a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

12. Broker's fees

A Broker shall not be entitled to any fees if the Broker provided Brokerage Services within the Abu Dhabi Global Market after the date these Regulations are published without:

- (a) holding a valid License;

- (b) being registered on the Register of Brokers or after its registration on the Register of Brokers is suspended or cancelled without first being reinstated; and/or
- (c) each of its employees that are providing Brokerage Services in the Abu Dhabi Global Market being registered on the Register of Brokers or after any of their registration is suspended or cancelled without first being reinstated.

13. Records

- (1) A Broker shall:
 - (a) have systems in place and keep appropriate records of the Brokerage Services provided in respect of real property and Off-Plan Projects;
 - (b) notify the Registrar in the form prescribed by the Registrar from time to time of each Off-Plan Sale it has brokered; and
 - (c) keep written records of all Sale Proceeds deposited into the Project Account by Off-Plan Purchasers, their lenders or otherwise, in connection with all Off-Plan Sales it has brokered.
- (2) The Registrar may, from time to time, require the Broker to provide the Registrar with copies of the records maintained by the Broker in respect of Off-Plan Sales and such other information, data and/or documents to verify the accuracy of such records and to certify the Broker's compliance with these Regulations.

PART 3 – SURVEYORS

14. Provision of Surveyor Services

- (1) A Surveyor may not provide Surveyor Services in respect of real property or an Off-Plan Project in the Abu Dhabi Global Market until and unless the Surveyor:
 - (a) has a valid License;
 - (b) is registered on the Register of Surveyors; and
 - (c) has entered into a Surveyor Agreement.
- (2) When providing Surveyor Services, the Surveyor shall:
 - (a) at all times act with due skill, care and expertise and in compliance with these Regulations, any code of conduct and standards issued by, or otherwise specified as mandatory by, the Registrar from time to time in respect of Surveyors, and any other applicable regulations, laws and rules;
 - (b) supervise its employees that are providing Surveyor Services in the Abu Dhabi Global Market and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of these Regulations, any code of conduct issued by the Registrar from time to time in respect of Surveyors, and any other applicable regulations, laws, rules and codes of conduct; and
 - (c) prepare all plans and drawings relating to real property in accordance with the format prescribed by the Registrar from time to time.
- (3) A Surveyor that falsely reports or provides misleading information to the Registrar pertaining to Surveyor Services, commits a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

PART 4 – ENGINEERING AUDITORS

15. Provision of Engineering Auditor Services

- (1) An Engineering Auditor may not provide Engineering Auditor Services in respect of a real property or an Off-Plan Project in the Abu Dhabi Global Market until and unless the Engineering Auditor:
 - (a) has a valid License;
 - (b) is registered on the Register of Engineering Auditors; and
 - (c) has entered into an Engineering Auditor Agreement.
- (2) When providing Engineering Auditor Services, the Engineering Auditor shall at all times:
 - (a) act with due skill, care and expertise and in compliance with these Regulations, any code of conduct and standards issued by, or otherwise specified as mandatory by, the Registrar from time to time in respect of Engineering Auditors, and any other applicable regulations, laws, rules, codes of conduct and standards;
 - (b) supervise its employees that are providing Engineering Auditor Services in the Abu Dhabi Global Market and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of these Regulations, any code of conduct issued by the Registrar from time to time in respect of Engineering Auditors, and any other applicable regulations, laws, rules and codes of conduct; and
 - (c) act with integrity, objectivity and honesty, so to ensure that the Engineering Auditor Services are provided without any third-party influence or direction, including that of a Developer.
- (3) In respect of Off-Plan Projects, an Engineering Auditor shall ensure that it prepares any Milestone Payment Certificates in accordance with the Off-Plan Development Regulations (Project Account) Rules 2024 and the format prescribed by the Registrar from time to time.
- (4) An Engineering Auditor that falsely reports or provides misleading information to the Registrar pertaining to the construction progress of an Off-Plan Project, whether as part of a Milestone Payment Certificate or otherwise, commits a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

16. Records

- (1) An Engineering Auditor shall have systems in place and keep appropriate records of the Engineering Auditor Services provided in respect of real property and Off-Plan Projects.
- (2) The Registrar may, from time to time, require the Engineering Auditor to provide the Registrar with copies of the records maintained by the Engineering Auditor, including the Engineering Auditor Agreement, and such other information, data and/or documents to verify the accuracy of such records and to certify the Engineering Auditor's compliance with these Regulations.

PART 5 – VALUERS

17. Provision of Valuer Services

- (1) A Valuer may not provide Valuer Services in respect of a real property or an Off-Plan Project in the Abu Dhabi Global Market until and unless the Valuer:
 - (a) has a valid License;

- (b) is registered on the Register of Valuers;
 - (c) each of the Valuer's employees providing Valuer Services in the Abu Dhabi Global Market are registered on the Register of Valuers; and
 - (d) has entered into a Valuer Agreement.
- (2) When providing Valuer Services, the Valuer shall at all times:
- (a) act with due skill, care and expertise and in compliance with these Regulations, any code of conduct and standards issued by, or otherwise specified as mandatory by, the Registrar from time to time in respect of Valuers, and any other applicable regulations, laws and rules; and
 - (b) supervise its employees that are providing Valuer Services in the Abu Dhabi Global Market and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of these Regulations, any code of conduct issued by the Registrar from time to time in respect of Valuers, and any other applicable regulations, laws, rules and codes of conduct.
- (3) A Valuer that falsely reports or provides misleading information to the Registrar pertaining to Valuer Services, commits a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

18. Records

- (1) A Valuer shall have systems in place and keep appropriate records of the Valuer Services provided in respect of real property and Off-Plan Projects.
- (2) The Registrar may, from time to time, require the Valuer to provide the Registrar with copies of the records maintained by the Valuer, including the Valuer Agreement, and such other information, data and/or documents to verify the accuracy of such records and to certify the Valuer's compliance with these Regulations.

PART 6 – PROPERTY MANAGERS

19. Provision of Property Management Services

- (1) A Property Manager may not provide Property Management Services on behalf of a registered owner of real property in the Abu Dhabi Global Market until and unless the Property Manager:
 - (a) has a valid license issued by the Abu Dhabi Global Market;
 - (b) is registered on the Register of Property Managers; and
 - (c) has entered into a Property Management Agreement with the registered owner of the real property.
- (2) Where a Property Manager is providing Property Management Services in respect of a registered owner's real property to a third party, the Property Manager shall:
 - (a) act in accordance with and shall not exceed the written instructions of the registered owner (including the Property Management Agreement);
 - (b) not hold itself out, directly or indirectly, as the registered owner of the real property being managed by the Property Manager pursuant to the Property Management Agreement;

- (c) not enter into any instrument seeking to Convey the real property being managed by the Property Manager on behalf and in the name of the registered owner, unless duly authorised to do so;
 - (d) hold on trust any title deeds or other documents given to it by any of the parties of a Conveyance of the real property and deliver any such documents in accordance with the instructions of the parties and these Regulations; and
 - (e) keep the registered owner informed and updated of the Property Manager's dealing with the registered owner's real property.
- (3) When providing Property Management Services, the Property Manager shall, at all times:
- (a) act with due skill, care and expertise and in compliance with these Regulations, any code of conduct issued by the Registrar from time to time in respect of Property Managers and any other applicable regulations, laws, rules and codes of conduct; and
 - (b) supervise its employees that are providing Property Management Services in the Abu Dhabi Global Market and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of these Regulations, any code of conduct issued by the Registrar from time to time in respect of Property Managers, and any other applicable regulations, laws, rules and codes of conduct.
- (4) A Property Manager providing Administrative Services shall only be entitled to charge the beneficiary of the Administrative Service a fee reflective of and commensurate to the reasonable and fair cost for providing or procuring such service, which charge may not, in any event, exceed AED 5,000 (or such other amount as may be determined from time to time by the Registrar) per real property. Such fee shall be charged one time only, upon receipt of the Administrative Services, and may not be a renewing or recurring fee unless further Administrative Services are provided by the Property Manager.
- (5) In the event that:
- (a) a Property Manager provides Property Management Services in respect of real property in the Abu Dhabi Global Market and such Property Manager is not registered on the Register of Property Managers in accordance with these Regulations, the Property Manager shall have committed a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000; and
 - (b) a registered owner instructs a Property Manager to provide Property Management Services in respect of real property in the Abu Dhabi Global Market and such Property Manager is not registered on the Register of Property Managers in accordance with these Regulations, the registered owner shall have committed a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

20. Property Management Agreement

- (1) The Property Management Agreement shall, at a minimum, include the following:
- (a) details of the real property to be leased to a third party by the Property Manager;
 - (b) the fees payable to the Property Manager for the provision of the Property Management Services;
 - (c) the extent and scope of the Property Management Services to be provided by the Property Manager;

- (d) the agreed term of the Property Management Agreement during which time the Property Manager shall provide the Property Management Services; and
 - (e) any other terms the Registrar may require.
- (2) Nothing in section 20(1) restricts the Registrar's ability and discretion to:
 - (a) introduce further mandatory provisions that must be incorporated in the Property Management Agreement; and
 - (b) issue a mandatory standard form Property Management Agreement.
- (3) The Registrar may, in its discretion, require the registration of the Property Management Agreement:
 - (a) in the real property register in the folio of the relevant real property to which the Property Management Agreement relates by the registered owner of the real property; and/or
 - (b) on the Register of Property Managers.

21. No interest in real property

The entry into a Property Management Agreement between the Property Manager and the registered owner, and the registration of the Property Manager on the Register of Property Managers shall not be deemed to Convey any interest in the real property to the Property Manager.

PART 7 – PROPERTY INSPECTORS

22. Provision of Property Inspection Services

- (1) A Property Inspector may not provide Property Inspection Services in respect of a real property in the Abu Dhabi Global Market until and unless the Property Inspector:
 - (a) has a valid License;
 - (b) is registered on the Register of Property Inspectors; and
 - (c) has entered into a Property Inspection Agreement.
- (2) When providing Property Inspection Services, the Property Inspector shall at all times:
 - (a) act with due skill, care and expertise and in compliance with these Regulations, any code of conduct and standards issued by, or otherwise specified as mandatory by, the Registrar from time to time in respect of Property Inspectors, and any other applicable regulations, laws and rules; and
 - (b) supervise its employees that are providing Property Inspection Services in the Abu Dhabi Global Market and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of these Regulations, any code of conduct issued by the Registrar from time to time in respect of Property Inspectors, and any other applicable regulations, laws, rules and codes of conduct.
- (3) A Property Inspector that falsely reports or provides misleading information to the Registrar pertaining to Property Inspection Services, commits a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

PART 8 – ASSOCIATION MANAGERS

23. Provision of Association Management Services

- (1) An Association Manager may not provide Association Management Services in respect of a real property in the Abu Dhabi Global Market until and unless the Association Manager:
 - (a) has a valid license issued by the Abu Dhabi Global Market;
 - (b) is registered on the Register of Association Managers; and
 - (c) has entered into an Association Management Agreement.
- (2) When providing Association Management Services, the Association Manager shall at all times
 - (a) act with due skill, care and expertise and in compliance with these Regulations, the Strata Title Regulations 2015 (as may be amended or replaced from time to time), any code of conduct and standards issued by, or otherwise specified as mandatory by, the Registrar from time to time in respect of Association Managers, and any other applicable regulations, laws and rules; and
 - (b) supervise its employees that are providing Association Management Services in the Abu Dhabi Global Market and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of these Regulations, any code of conduct issued by the Registrar from time to time in respect of Association Managers, and any other applicable regulations, laws, rules and codes of conduct.
- (3) An Association Manager providing Administrative Services shall only be entitled to charge the beneficiary of the Administrative Service a fee reflective of and commensurate to the reasonable and fair cost for providing or procuring such service, which charge may not, in any event, exceed AED 5,000 (or such other amount as may be determined from time to time by the Registrar) per real property. Such fee shall be charged one time only, upon receipt of the Administrative Services, and may not be a renewing or recurring fee unless further Administrative Services are provided by the Association Manager.
- (4) An Association Manager that falsely reports or provides misleading information to the Registrar under these Regulations, commits a contravention of these Regulations and shall be liable to a fine of not less than USD 27,000 and not more than USD 545,000.

PART 9 - POWERS OF THE REGISTRAR

24. Powers of the Registrar

The Registrar will exercise its powers and discharge its responsibilities as set out in these Regulations in each case in accordance with the established principles of natural justice, ensuring that its actions are fair and transparent.

25. Registrar's power to request further information and documents

Nothing in these Regulations restricts the Registrar's ability and discretion to request further documentation and/or information deemed necessary by the Registrar to carry out its functions under these Regulations.

26. Registrar's power to waive any conditions or requirements under these Regulations

Nothing in these Regulations restricts the Registrar's ability and discretion to modify or waive any requirement under these Regulations, including without limitation, the requirement of any person to file

an application and/or the submission of any document or information in respect of any application under these Regulations, subject to any conditions the Registrar may see fit.

27. Registrar's powers in respect of training requirements

The Registrar may, from time to time, require the personnel of Real Property Professionals and any other relevant persons to attend training courses relating to the provision of Licensed Services.

28. The Registrar may state a case

- (1) Whenever a question arises concerning the performance of the Registrar's duties or the exercise of the Registrar's functions, the Registrar may state a case for the opinion of the ADGM Courts.
- (2) The ADGM Courts' decision binds the Registrar and any other parties to the case.

PART 10 – TRANSITION PERIOD

29. Real Property Professionals

Any Real Property Professional providing Licensed Services as at the date of publication of these Regulations in respect of real property or Off-Plan Projects located on:

- (a) Al Maryah Island shall take all necessary steps and submit all required applications and documents to the Registrar to be registered on the Real Property Professionals Register (as is applicable based on the services being provided) and comply with all other sections of these Regulations within thirty (30) days of the date of publication of these Regulations; and
- (b) Al Reem Island shall take all necessary steps and submit all required applications and documents to the Registrar to be registered on the Real Property Professionals Register (as is applicable based on the services being provided) and comply with all other sections of these Regulations by no later than 1 January 2025.

30. Brokers

Notwithstanding section 12(b), a Broker that is not yet registered on the Register of Brokers on the date these Regulations are published shall remain entitled to and may receive fees it is owed in respect of any Brokerage Services it has provided in the Abu Dhabi Global Market prior to the date these Regulations are published and such receipt of fees shall not be deemed a breach of these Regulations.

31. Further extensions of time

Section 29 shall not restrict the Registrar's ability to grant further extensions of time to Real Property Professionals who are providing Licensed Services in respect of real property or Off-Plan Projects in the Abu Dhabi Global Market.

PART 11 – CONTRAVENTIONS

32. Sanctions

- (1) If the Registrar considers that a person has contravened or has not complied with these Regulations, the Registrar may, subject to the notification procedures set out below, take any or all of the following courses of action:
 - (a) issue a private or public censure in relation to such contravention;

- (b) issue a prohibition order;
- (c) enter into an enforceable undertaking;
- (d) in respect of a Real Property Professional, suspend or cancel its registration, or the registration of the employees of Brokers and Valuers providing Licensed Services in the Abu Dhabi Global Market, on the applicable Real Property Professionals Register; and/or
- (e) impose a financial penalty.

33. Warning Notices

- (1) Prior to the Registrar imposing any sanction pursuant to its powers under section 32, it must provide a warning notice (a **"Warning Notice"**) to the person upon whom it intends to impose such sanction (the **"Warning Notice Recipient"**).
- (2) A Warning Notice must:
 - (a) be in writing;
 - (b) state the action(s) which the Registrar proposes to take;
 - (c) give reasons for the proposed action(s); and
 - (d) specify a reasonable period (which may not be less than fourteen (14) days) within which the Warning Notice Recipient may make representations to the Registrar.
- (3) Following the receipt of a Warning Notice, the Warning Notice Recipient must have the amount of time specified in the Warning Notice, or such longer period of time as the Registrar may agree with the Warning Notice Recipient, to make representations to the Registrar in respect of the Warning Notice.
- (4) The Registrar must consider relevant materials, documentation or information relating to the matter, and consider the representations made by the Warning Notice Recipient within the permitted time (if any), and must, within two (2) months starting on the date on which the period for making representations under Section 33(3) ends, take one or more of the following actions:
 - (a) abandon all proposed actions set out in the Warning Notice, in which case the Registrar will notify the Warning Notice Recipient of that fact in writing as soon as practicable;
 - (b) issue a subsequent Warning Notice, proposing different or further action(s); or
 - (c) take one or more actions specified in the Warning Notice by issuing a Decision Notice.
- (5) If the Registrar has not taken any of the actions set out in section 33(4) within the prescribed period, the Registrar will be deemed to have abandoned all proposed actions set out in the Warning Notice.

34. Decision Notices

- (1) If the Registrar decides to take an action set out in a Warning Notice, the Registrar must provide a decision notice (a **"Decision Notice"**) to the Warning Notice Recipient (the **"Decision Notice Recipient"**).
- (2) A Decision Notice must:
 - (a) be in writing;
 - (b) state the decision(s) taken by the Registrar;

- (c) give the reasons for the decision(s);
- (d) if applicable, state any conditions the Decision Notice Recipient must comply with in order to reverse the Registrar's decision; and
- (e) state any right for the Decision Notice Recipient to refer a Decision Notice to the ADGM Courts under section 36.

35. The Registrar's procedures

- (1) Without prejudice to the generality of section 24, the Registrar must comply with the following principles in relation to the issuance of Warning Notices and Decision Notices under this Part 11.
 - (a) a decision to issue a Warning Notice or a Decision Notice must be taken only by:
 - i. a person not directly involved in establishing the evidence on which the decision is based; or
 - ii. two (2) or more persons who include a majority of persons not directly involved in establishing the evidence on which the decision is based; and
 - (b) the procedural formalities and protections afforded to a Warning Notice Recipient or Decision Notice Recipient must be commensurate with the gravity or seriousness of the proposed action.
- (2) The ADGM Courts may take into account any failure of the Registrar in complying with these requirements in considering a matter referred to them under section 36.

36. Right to refer a Decision Notice to the ADGM Courts

- (1) A Decision Notice Recipient may, within one (1) month of receipt of the Decision Notice, refer such Decision Notice to the ADGM Courts, which will review the matter in accordance with their own procedures.
- (2) A Decision Notice that has been referred to the ADGM Courts continues in effect until the matter has been resolved by the ADGM Courts, unless the ADGM Courts determine otherwise.

37. Access to materials

- (1) Subject to sections 37(2) and 37(4), if the Registrar notifies a Warning Notice Recipient that it intends to suspend or cancel its registration, or the registration of the employees of Brokers or Valuers providing Licensed Services in the Abu Dhabi Global Market, on the applicable Real Property Professionals Register in accordance with section 32(1)(d), the Registrar must:
 - (a) allow the Warning Notice Recipient access to the material on which the Registrar relied upon in taking the decision which gave rise to the obligation to give the Warning Notice; and
 - (b) allow the Warning Notice Recipient access to any other material which was considered or obtained by the Registrar in connection with determining and reaching its decision.
- (2) The Registrar may refuse the Warning Notice Recipient access to any material which it would otherwise have to allow the Warning Notice Recipient access to if, in the Registrar's opinion (in its discretion), allowing the Warning Notice Recipient access to such material would:
 - (a) not be in the public interest;
 - (b) breach confidentiality requirements; or

- (c) not be fair to the Warning Notice Recipient, having regard to:
 - i. the likely significance of the material to the Warning Notice Recipient in relation to the matter giving rise to the Warning Notice; and
 - ii. the potential prejudice to the commercial interests of a person other than the Warning Notice Recipient which would be caused by the disclosure of the material.
- (3) If the Registrar refuses a Warning Notice Recipient to access material under section 37(2), the Registrar must give the Warning Notice Recipient written notice of:
 - (a) the refusal; and
 - (b) the reasons for it.
- (4) The Registrar may refuse a Warning Notice Recipient access to any material on the basis that it consists of a Protected Item in accordance with section 38, in which case, the Registrar must give the Warning Notice Recipient written notice of:
 - (a) the existence of the Protected Item; and
 - (b) the Registrar's decision not to allow the Warning Notice Recipient access to the material.

38. Protected Items

- (1) A person may not be required under this Part 11 to produce, disclose or permit the inspection of any Protected Item.
- (2) "Protected Item" means:
 - (a) communications between a professional legal adviser and their client or any person representing their client which are made:
 - i. in connection with the giving of legal advice by a professional legal adviser to a client; or
 - ii. in connection with, or in contemplation of, legal proceedings and for the purpose of those proceedings;
 - (b) any items which are enclosed with, or referred to in, any communications that fall within section 38(2)(a).
- (3) A communication or item is not a Protected Item if it is held with the intention of furthering a criminal purpose or in contravention of this section 38.

39. Publication

- (1) A Warning Notice, including the existence and content thereof, must not be published by the Registrar, a Warning Notice Recipient, a Decision Notice Recipient or any other person.
- (2) The Registrar may publish, in such manner as it considers appropriate, a Decision Notice, part of a Decision Notice, or such information about the matter to which a Decision Notice relates as it considers appropriate, taking into account the fairness of such publication, the effect of such publication on the Decision Notice Recipient, the interests of third parties in the Abu Dhabi Global Market or the interests of the Abu Dhabi Global Market as a whole.

- (3) Except with the prior written consent of the Registrar or to the extent that the Registrar has already published such information, a Decision Notice Recipient may not publish a Decision Notice, part of a Decision Notice or information about the matter to which a Decision Notice relates.
- (4) Notwithstanding section 39(1) and section 39(3), a Warning Notice Recipient or Decision Notice Recipient may disclose a Warning Notice or Decision Notice (as applicable), including the existence and content thereof, to its professional advisors.

40. Censure statements

- (1) A censure statement must describe, in such detail as the Registrar may determine, the nature of the contravention and may include such guidance as to any remedial action that the person should consider taking to avoid any repetition of such contravention or any other contravention taking place, as the Registrar may see fit to specify.
- (2) A public censure statement must be published in such manner as the Registrar determines and a copy of the censure statement must be sent by the Registrar to the person for whom it has been issued.

41. Prohibition orders

- (1) The Registrar may issue an order prohibiting or restricting a Real Property Professional from providing or otherwise being involved in the provision of Licensed Services in the Abu Dhabi Global Market as may be specified in the order and subject to such conditions as may be specified in the order.
- (2) The Registrar may, if it considers it appropriate or desirable, publish details of any such order in such manner as the Registrar determines.

42. Enforceable undertakings

- (1) If the Registrar considers that this would be an appropriate way in which to address any contravention of a relevant requirement or any other concern that it may have with respect to a person, the Registrar may accept a written undertaking from a person on such terms as may be agreed.
- (2) The Registrar may, if it considers it appropriate or desirable, publish details of any such undertaking in such manner as the Registrar determines.
- (3) If the Registrar considers that any person who has given such an undertaking has not complied with any of its terms, the Registrar may take such further action as it considers appropriate, including without limitation, imposing another sanction and taking any other action available to the Registrar under these Regulations and applying to the ADGM Courts for an order or other relief to enforce or provide a remedy in respect of any such non-compliance.

43. Fines

- (1) Save for the contraventions otherwise expressly set out in these Regulations, a person that contravenes any other sections of these Regulations commits a contravention of these Regulations and shall be liable to a fine up to level 8 on the Abu Dhabi Global Market standard fines scale.
- (2) The contravention by a person of any of the sections of these Regulations continues until such time as the contravention of the obligation(s) in any of these sections is rectified by such person.
- (3) Each contravention of an obligation stipulated by any section will be considered an individual offence and it will attract a separate fine.

44. Referral to the authorities

The Registrar may, if it considers appropriate or desirable, make a referral to the competent authority or body outside of the Abu Dhabi Global Market responsible for regulating the Real Property Professional, notifying it of the Real Property Professional's contravention of a relevant requirement under these Regulations or any other applicable regulations, rules, laws, codes of conduct or directions of the Registrar.

PART 12 – GENERAL

45. Defined terms

In these Regulations, unless the context indicates otherwise:

"Abu Dhabi Global Market" means the financial free zone situated on Al Maryah Island and Al Reem Island, and further bounded as described in Cabinet of Ministers Resolution No. (4) of 2013, as amended by Cabinet Resolution No. (41) of 2023, and as the same may be further adjusted or modified in accordance with applicable law;

"Account Bank" means a bank providing escrow account services to Off-Plan Projects;

"ADGM Courts" has the meaning given to the term in the ADGM Courts, Civil Evidence, Judgments, Enforcement and Judicial Appointments Regulations 2015;

"Administrative Services" means any administrative service ancillary to the provision of Association Management Services or Property Management Services (as is applicable), including without limitation, the review of applications for approval, the registration of documents, the renewal of leases, the activation and connection of utilities;

"Agreement for Licensed Services" means an Association Management Agreement, a Brokerage Agreement, an Engineering Auditor Agreement, a Property Inspection Agreement, a Property Management Agreement, a Surveyor Agreement or a Valuer Agreement, as the context requires;

"Association" has the meaning given to the term in the Strata Title Regulations 2015;

"Association Management Agreement" means the agreement entered into between an Association Manager and an Association for the provision of Association Management Services;

"Association Management Services" means the administration, management and/or control of the common property of a real property as delegated by the Association to the Association Manager under the terms of an Association Management Agreement;

"Association Manager" means a body corporate providing Association Management Services;

"Broker" means a person providing Brokerage Services;

"Brokerage Agreement" means a contract, in the form set out in section 10, pursuant to which a Broker is instructed to provide Brokerage Services;

"Brokerage Services" means the marketing, buying and selling of:

- (a) future interests in an Off-Plan Project; or
- (b) real property;

“Building Completion” means, in accordance with the requirements of the Relevant Authority, the substantial completion of a real property and the issuance of all required permits and approvals by the Relevant Authorities permitting occupation of such real property;

“common property” has the meaning given to the term in the Strata Title Regulations 2015;

“Construction Milestone” has the meaning given to the term in the Off-Plan Development Regulation (Project Account) Rules 2024;

“Convey”, together with the correlative term “Conveyance” means, in accordance with the Real Property Regulations 2015, as amended from time to time, the creation, transfer, mortgage or assignment of an interest in real property as further described in Part 1, Chapter 2 of the Real Property Regulations 2015;

“Developer” means a person who engages in or procures the development of an Off-Plan Project;

“development” means carrying out or procuring the construction of real property (regardless of its proposed use) and for which Building Completion has not been reached;

“document” means paper or other material (including electronic material) containing writing, words, figures, drawings or symbols;

“electronic” means of or relating to technical having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities;

“Engineering Auditor” means a person providing Engineering Auditor Services;

“Engineering Auditor Agreement” means the agreement entered into between an Engineering Auditor and another person for the provision of Engineering Auditor Services;

“Engineering Auditor Services” means:

- (a) advising on development feasibility and costs; and/or
- (b) the review and audit of construction works, including advising on or verifying construction costs and the progress of an Off-Plan Project for the purpose of certifying Construction Milestones and issuing Milestone Payment Certificates;

“future interest” means any interest in real property that becomes effective at a future date as permitted under the Real Property Regulations 2015;

“License” means either:

- (a) a license issued by the relevant licensing authority of the Emirate of Abu Dhabi permitting the Real Property Professional to undertake the applicable Licensed Service; or
- (b) an Abu Dhabi Global Market commercial license permitting the Real Property Professional to undertake the applicable Licensed Service;

“Licensed Services” means Association Management Services, Brokerage Services, Engineering Auditor Services, Property Inspection Services, Property Management Services, Surveyor Services or Valuer Services, as the context requires;

“Milestone Payment Certificate” has the meaning given to the term in the Off-Plan Development Regulation (Project Account) Rules 2024;

“Off-Plan Project” means the development of real property in the Abu Dhabi Global Market which has been or will be disposed of in whole or in part by way of Off-Plan Sales;

“Off-Plan Project Register” means the register of Off-Plan Projects established pursuant to the Off-Plan Development Regulations 2024;

“Off-Plan Purchaser” means the purchaser in an Off-Plan Sale;

“Off-Plan Sale” means the sale of a future interest in real property (including, without limitation, leasehold, strata and freehold), where the building, unit or other permanent physical structure which shall make up the real property has not yet been developed or is under development, pursuant to an Off-Plan Sales Agreement;

“Off-Plan Sales Agreement” means the Reservation Agreement to be entered into by a Developer and an Off-Plan Purchaser to record an Off-Plan Sale in an Off-Plan Project;

“person” means a natural person, body corporate or body unincorporated, a partnership, incorporated or unincorporated or other legal form not having separate legal personality;

“Project Account” means the project account established in respect of an Off-Plan Project and managed in accordance with the Off-Plan Development Regulations (Project Account) Rules 2024;

“Property Inspection Agreement” means the agreement entered into between a Property Inspector and another person for the provision of Property Inspection Services;

“Property Inspection Services” means the assessment of the physical condition of a real property, including but not limited to its structural integrity, the electrical systems, plumbing, HVAC systems, roofing and insulation;

“Property Inspector” means a person providing Property Inspection Services;

“Property Management Agreement” means a contract pursuant to which a Property Manager is instructed to provide Property Management Services which shall be in compliance with section 20;

“Property Management Services” means the leasing of real property for a period of less than twenty-five (25) years on behalf of the registered owner of real property in accordance with the terms of the Property Management Agreement;

“Property Manager” means a body corporate providing Property Management Services;

“real property” means, in accordance with the Real Property Regulations 2015, as amended from time to time:

- (a) land, buildings, and items located or placed in, on or under the soil with the intention that they should remain in position permanently or indefinitely; and
- (b) interest therein;

“Real Property Professional” means an Association Manager, Broker, Engineering Auditor, Property Inspector, Property Manager, Surveyor or Valuer, as the context requires;

“Real Property Professionals Registers” means the Register of Association Managers, the Register of Brokers, the Register of Engineering Auditors, the Register of Property Inspectors, the Register of Property Managers, the Register of Surveyors and the Register of Valuers, as the context requires;

“Relevant Authority” means any authority within the UAE (with jurisdiction in the Emirate of Abu Dhabi), the Emirate of Abu Dhabi or the Abu Dhabi Global Market charged with the duty of implementing policies of Abu Dhabi whose subject matters falls within its authority. Relevant Authority includes, without limitation, the Registrar and any other authorities established under the ADGM Founding Law, and also the Abu Dhabi Department of Municipal Affairs and any other governmental or quasi-governmental

agencies or instrumentalities to which the Abu Dhabi Global Market may from time to time delegate rulemaking, adjudicatory or approval authority within the Abu Dhabi Global Market;

“registered owner” has the meaning given to the term in the Real Property Regulations 2015;

“Register of Association Managers” means the register of Association Managers established pursuant to these Regulations;

“Register of Brokers” means the register of Brokers established pursuant to these Regulations;

“Register of Engineering Auditors” means the register of Engineering Auditors established pursuant to these Regulations;

“Register of Property Inspectors” means the register of Property Inspectors established pursuant to these Regulations;

“Register of Property Managers” means the register of Property Managers established pursuant to these Regulations;

“Register of Surveyors” means the register of Surveyors established pursuant to these Regulations;

“Register of Valuers” means the register of Valuers established pursuant to these Regulations;

“Reservation Agreement” means a Reservation Agreement as defined in the Off-Plan Sales Register Regulations 2022;

“Sale Proceeds” means the sums paid by or on behalf of Off-Plan Purchasers in respect of an Off-Plan Project;

“Surveyor” means a person providing Surveyor Services;

“Surveyor Agreement” means the agreement entered into between a Surveyor and another person for the provision of Surveyor Services;

“Surveyor Services” means the measurement, mapping or surveying of real property and Off-Plan Projects, including:

- (a) the determination of boundaries, net internal area and the production of plans and maps; and
- (b) the survey of the physical condition of real property and physical structures therein;

“Valuer” means a person providing Valuer Services;

“Valuer Agreement” means the agreement entered into between a Valuer and another person for the provision of Valuer Services; and

“Valuer Services” means undertaking and providing an assessment of the value of real property or Off-Plan Projects (and interests therein).

46. Short title, extent and commencement

- (1) These Regulations may be cited as the Off-Plan and Real Property Professionals Regulations 2024.
- (2) These Regulations apply in the Abu Dhabi Global Market.
- (3) Without prejudice to sections 29 and 30, these Regulations come into force on the date of publication.