

STRATA REGULATIONS 2026

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STRATA REGULATIONS 2026

Regulations to make provision for the stratification of real property, the establishment of Strata Developments and for matters connected with strata.

Date of publication: [●] 2026

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, as amended, concerning the Abu Dhabi Global Market issued by His Highness the Ruler of the Emirate of Abu Dhabi, hereby enacts the following Regulations:

PART 1 - DIVISION OF REAL PROPERTY INTO STRATA

1. Division of Real Property by Strata Plan

- (1) An owner or developer that holds a Freehold Interest or a Leasehold Interest in Real Property within the Abu Dhabi Global Market Area for which one or more lots have been established in the Register shall have the right to submit their interest in such Real Property to strata ownership in compliance with the terms and provisions of these Regulations.
- (2) By registering a Strata Plan as provided in these Regulations, Real Property shall be divided into-
 - (a) two or more new redesignated lots or sub-lots for strata ownership by individual Strata Lot Owners (each, individually, an “**Owner Lot**”, and collectively, the “**Owner Lots**”); or
 - (b) for ownership by an Association of the Strata Lot Owners and to be used as common areas for the Strata Development (each, individually, a “**Common Area Lot**”, and collectively, the “**Common Area Lots**”;

each Owner Lot and Common Area Lot is a “**Strata Lot**”).
- (3) The Registrar shall establish a separate folio for each Strata Lot in the Register.
- (4) Real Property may be divided into Strata Lots both vertically (on single or multiple levels or floors) and horizontally under these Regulations and may have more than one layer of division.
- (5) Different areas within a Strata Plan may be designated for different uses (for example, one area may be designated for residential use, another for commercial use, and another for retail use).
- (6) Where a Real Property for which a Strata Plan is submitted is under development, the Registrar may defer registration in the Register until such time as the project under the Strata Plan is completed and can then be registered in the Register and the relevant folios created. In such instances, the Registrar may still require the Strata Plan to be prepared and submitted in accordance with the Strata Development and Strata Plan requirements under these Regulations (including the application of fees) and such deferral shall be

without prejudice to any applicable obligations to seek approvals and submit the Strata Plan to the Registrar under the Off-Plan Development Regulations 2024.

2. Staged Strata Developments

- (1) A Strata Development which contemplates the filing of multiple Strata Plans, either simultaneously or at different points in time, includes multiple buildings, or otherwise requires development to be completed in a series of phases due to complexities inherent in the construction process, the necessity for additional approvals by Relevant Authorities, or otherwise, is referred to herein as a “**Staged Strata Development**”.
- (2) A so-called “volumetric” Strata Development, whereby the Site may initially be sub-divided into sub-lots designated for particular purposes only one or some of which sub-lots may be designated for Strata Development (by way of example, residential, commercial and retail sub-lots, where only the residential sub-lot is designated for strata ownership) shall be deemed to be a Staged Strata Development for purposes of these Regulations. A Staged Strata Development may be designated as such in one of three ways—
 - (a) in writing by the Strata Developer to the Registrar, which writing may be included in a submission of the relevant plans;
 - (b) the Relevant Authority may designate any Strata Development as a Staged Strata Development at any point in time to reflect the necessity for multiple Strata Plans, complexities in construction, public approvals, or other factors deemed relevant by the Relevant Authority; or
 - (c) pursuant to an order of the Court.
- (3) A Staged Strata Development may be developed in stages in accordance with the Staged Strata Development plan and as Real Property is developed and completed in accordance with a Staged Strata Development—
 - (a) a Strata Development created and completed at an earlier stage of the Staged Strata Development expands to incorporate the Strata Lots and the Common Area Lots created and completed at later stages of the Staged Strata Development; or
 - (b) if the Staged Strata Development plan so provides, a new Strata Development that remains separate and independent from the Strata Development or developments created at earlier stages of the Staged Strata Development is established, incorporating the Strata Lots and Common Area Lots created on registration of the Strata Plan for a later stage of the Staged Strata Development.

PART 2 - APPROVAL OF STRATA DEVELOPMENTS AND APPROVAL AND REGISTRATION OF STRATA PLANS

3. Approval of Strata Developments and Strata Plans

- (1) Before the construction of a new Strata Development (including, for the avoidance of doubt, a Staged Strata Development) may be commenced, the Strata Developer of the

proposed Strata Development must apply for and obtain approval of the Strata Development from the Registrar by–

- (a) submitting an application for approval to the Registrar, in such form as the Registrar may specify, which may include–
 - (i) the Strata Plan for the proposed Strata Development (or, in the case of a proposed Off-Plan Project that is intended to be subdivided into Strata Lots, the Draft Strata Plan), which must be prepared in accordance with Part 3, Chapter 1 Section 9 of these Regulations and be accompanied by the required information including the proposed Strata Development Documents; and
 - (ii) such other information as the Registrar may require.
 - (b) paying such fees in connection with the Strata Developer's application for approval of the proposed Strata Development.
- (2) If the registered owner of the Freehold Interest or Leasehold Interest in Real Property that has already achieved Building Completion subsequently elects to submit their ownership interest in such Real Property to strata ownership, the registered owner or where there is more than one registered owner, all registered owners acting unanimously must apply for and obtain the Registrar's approval of the subdivision of the Real Property into a Strata Development by–
- (a) submitting an application for approval to the Registrar, in such form as the Registrar may specify, which may include–
 - (i) the Strata Plan for the Real Property to be subdivided into a Strata Development, which must be prepared in accordance with these Regulations and accompanied by the proposed Strata Development Documents and, if the proposed Strata Development is a Staged Strata Development, the Staged Strata Development plan for the proposed Staged Strata Development and such other information as the Registrar may require;
 - (ii) evidence that the Real Property has achieved Building Completion; and
 - (iii) details of the connection and supply of utility services to the Strata Development (in accordance with the applicable master plan);
 - (b) paying such fees in connection with the Strata Developer's application for approval of the proposed Strata Development.
- (3) Following the submission of an application for approval of the proposed Strata Development in accordance with subsections (1) and (2) above, the Registrar may–
- (a) require changes to the Strata Development (including in respect of existing or planned buildings and other structures on the Site of the proposed Strata Development) and/or its proposed governance, in which case the Strata Developer and/or the registered owner shall be required to–

- (i) update the Strata Plan and the proposed Strata Development Documents for the proposed Strata Development to reflect the Registrar's required changes; and
 - (ii) re-submit its application for approval to the Registrar with the updated documents (which may include the requirement for the payment of a variation or re-submission fee to the Registrar);
 - (b) approve the Strata Development, with or without conditions, which may include without limitation–
 - (i) a condition requiring the Strata Developer to proceed with any proposed development work in accordance with specified time limits; and/or
 - (ii) in respect of a Staged Strata Development, a requirement that the stages of the Staged Strata Development be performed in a certain order prescribed by the Registrar;
 - (c) defer its consideration of a particular stage of a Staged Strata Development until an earlier stage of the Staged Strata Development has been completed; or
 - (d) refuse to approve the proposed Strata Development, in whole or in part (including in respect of particular stages of a Staged Strata Development), providing its reasons in writing for rejecting the proposed Strata Development.
- (4) Receipt of approval of a Strata Development shall not waive any requirement for the Strata Developer to maintain, renew and procure (as applicable) all valid building permits and any other authorisations as may be required by the Relevant Authority with respect to the development and construction of the Strata Development.

4. Registration of a Strata Plan

- (1) A Strata Plan has no legal effect unless and until it is registered in the Register by the Registrar.
- (2) Following the Registrar's approval of the Strata Development in accordance with section 3, in order to register the Strata Plan of a Strata Development on the Register, a Strata Developer shall–
 - (a) submit an application to the Registrar in such form as the Registrar may specify, which shall include –
 - (i) a copy of the Strata Plan to be registered on the Register;
 - (ii) a copy of the Strata Development Documents; and
 - (iii) such other documents and/or information as the Registrar may, in its discretion, require;

- (b) pay such fees in connection with the Strata Developer's application for the registration of the Strata Plan on the Register as set out in the Strata Regulations (Fees) Rules 2026.
- (3) Following the Registrar's review of the Strata Developer's application to register the Strata Plan on the Register, subject to the Registrar's being satisfied that–
- (a) the Strata Plan (including the accompanying Strata Development Documents) complies with the requirements of section 9 (and any additional requirements or conditions imposed by the Registrar on the Strata Development in accordance with section 3); and
 - (b) if required in accordance with section 10, the prior written approval of the mortgagee has been obtained,
- the Registrar may–
- (c) register the Strata Plan in the Register; or
 - (d) decline to register a Strata Plan in the Register and defer its registration in the Register until such time as–
 - (i) any required lot subdivisions and/or folio shall have been established for the Site in question; and/or
 - (ii) the building to which the Strata Plan applies has been completed and the relevant Real Property interests granted pursuant to such Strata Plan are capable of being registered in the Register.
- (4) A Strata Developer of an Off-Plan Project that is intended to be subdivided into Strata Lots shall be required to register the Draft Strata Plan on the Off-Plan Project Register and/or the Register of Future Interests in Real Property(as applicable) in accordance with Part 8 of these Regulations.

5. Effect of registration of a Strata Plan

- (1) A registered Strata Plan forms part of the Register.
- (2) On registration of the Strata Plan, the Registrar must create folios of the Register for each Strata Lot created by the Strata Plan.
- (3) When creating a folio of the Register for a Strata Lot, the Registrar shall–
 - (a) register each Strata Lot–
 - (i) in the name of the Strata Developer who, at the time of the creation of the Strata Development, had sought approval for the Strata Development under section 3, and the Registrar shall specify whether the Strata Developer holds a Freehold Interest or Leasehold Interest in each Strata Lot;
 - (ii) subject to the benefits and burdens created under the Strata Development Documents;

- (iii) subject to any future interest in accordance with any Reservation Agreement registered in the Register of Future Interests concerning such Strata Lot (if applicable); and/or
 - (iv) include the Unit Entitlement to be allocated to the owner of the Strata Lot with respect to such Strata Development;
- (b) indicate whether, at the time of registration, the Strata Lot is part of a Staged Strata Development.
- (4) When registering the Common Area Lots of a Strata Development in accordance with the registration of the corresponding Strata Plan, the Registrar shall register–
 - (a) the Common Area Lots as owned by the Association for the applicable Strata Development and the Association shall hold such ownership on behalf of the individual Strata Lot Owners; and
 - (b) the Strata Development Documents applicable to the Common Area Lots in the folio including registering the benefit and burdens created under such Strata Development Documents.

6. Right to monitor the progress of a Strata Development

- (1) The Registrar shall have the right to monitor the development progress of all Strata Developments under construction, including Staged Strata Developments, and such rights shall be without prejudice to and in addition to the rights of the Registrar to regulate Off-Plan Projects under the Off-Plan Development Regulations 2024.
- (2) If the Registrar has approved–
 - (a) a Strata Development subject to certain conditions, the Strata Developer shall comply with all such conditions imposed by the Registrar and shall evidence to the Registrar its ongoing compliance with such conditions as may be required by the Registrar from time to time; and/or
 - (b) a Staged Strata Development and a stage has not been completed as required under the terms of the Registrar's approval, the Registrar may require the stages initially contemplated to be developed in a certain order to be developed in a different order, and in such circumstances the Strata Developer shall be required to submit to the Registrar an application for the variation of the Strata Development in accordance with section 7.

7. Application for the variation of a Strata Development following approval by the Registrar and prior to the registration of the Strata Plan

- (1) The Strata Developer of a Strata Development may seek to vary a Strata Development that has been approved by the Registrar before the Strata Development, or the stage(s) of a Staged Strata Development sought to be varied, achieves Building Completion and the relevant Strata Plan is registered in the Register by submitting an application for the variation of the Strata Development to the Registrar, which must be accompanied by–

- (a) the amended Strata Plan, Disclosure Statement and Strata Management Statement (and if applicable, the amended Staged Strata Development plan), evidencing the variations sought to the Strata Development;
 - (b) all relevant building permits and authorisations (including in respect of the connection and supply of utilities) as may be required by the Relevant Authority with respect to the development and construction of the Strata Development as is proposed to be varied;
 - (c) the prescribed fee; and
 - (d) any other documentation or information requested by the Registrar.
- (2) Following the submission by a Strata Developer of an application to vary the Strata Development, the Registrar may—
- (a) require the Strata Developer to make changes to the proposed variations to the Strata Development, in which case the Strata Developer shall be required to—
 - (i) update the Strata Plan (including, as applicable, the Disclosure Statement, the Strata Management Statement and/or the Staged Strata Development plan) to reflect the Registrar's required changes; and
 - (ii) re-submit its application to vary the Strata Development to the Registrar with the updated documents (which may include the requirement for the payment of a variation or re-submission fee to the Registrar);
 - (b) approve the variation, with or without conditions;
 - (c) defer its consideration of a variation to a particular stage or stages of a Staged Strata Development until an earlier stage of the Staged Strata Development has been completed; or
 - (d) refuse to approve the variation, in whole or in part, providing its reasons in writing for rejecting the proposed variation.

8. Acquisition of Real Property subject to a registered Strata Development

- (1) Where a person acquires Real Property which the Registrar has approved for a Strata Development in accordance with section 3 and the Real Property has not yet to be fully developed and completed in accordance with the approval issued by the Registrar under section 3, the person who acquires the Real Property becomes bound to develop the Real Property in accordance with the approval of the Strata Development issued by the Registrar under section 3 so far as they relate to the Real Property subject to the acquisition.
- (2) The foregoing subsection (1) shall not apply to a person who—
 - (a) has the consent of the Registrar to vary the Strata Development approval issued by the Registrar under section 3; or

- (b) is an Off-Plan Purchaser under a Reservation Agreement, unless otherwise agreed in the relevant acquisition documentation.
- (3) Nothing under this section 8 shall waive any duties and obligations that may be applicable to a development or a developer under the Off-Plan Development Regulations 2024.

PART 3 - STRATA PLANS

Chapter 1 - Strata Plans generally

9. Requirements of a Strata Plan

- (1) In order to be registered by the Registrar on the Register, a Strata Plan shall–
 - (a) identify the owner(s) of the Freehold Interest of the Site and any owner(s) of any Leasehold Interests in the Site;
 - (b) if applicable, identify whether the Strata Developer's interest in the Site is a Freehold Interest or a Leasehold Interest;
 - (c) indicate whether the Strata Plan is part of a Staged Strata Development;
 - (d) state the proposed name of the Strata Development, which shall be in the form prescribed by the Registrar;
 - (e) delineate the external surface boundaries of the Site (vertical and horizontal) and the location of the buildings or proposed buildings in relation to those boundaries;
 - (f) include a description of the proposed Strata Development, any amenities to be provided as part of the proposed Strata Development, and a statement of–
 - (i) the purposes for which the amenities are to be provided;
 - (ii) the extent to which the amenities are to be available for use by the Strata Lot Owners, their lessees and invitees; and
 - (iii) the arrangements for providing and maintaining the amenities and apportioning the cost of their provision or maintenance through Lot Assessments or otherwise;
 - (g) state the folio or folios of the Register for the Site, and the lots corresponding to such folio or folios;
 - (h) include a drawing illustrating the lots or sub-lots, as applicable, and distinguishing them by numbers or other symbols;
 - (i) define the boundaries and approximate area of each proposed Strata Lot;
 - (j) state the number of Strata Lots that the Strata Developer proposes to register (which must be in accordance with the Relevant Authority's planning approval and the master plan);

- (k) state the Unit Entitlement of each proposed Strata Lot and describe the proposed allocation of Lot Assessments to individual Strata Lots in reasonable detail;
- (l) indicate each proposed Strata Lot that is an Accessory Lot, if applicable, and identify the principal proposed Strata Lot with which it is associated;
- (m) in respect of any parking easements to be created on registration of the Strata Plan–
 - (i) delineate the parking bays;
 - (ii) define or describe the rights of access to be conferred by the parking easements (including shared, restricted and private parking rights); and
 - (iii) state whether all or any portion of the parking bays or easements are to be located within Strata Lots, and, if so, which Strata Lots;
- (n) define other easements and covenants (other than statutory easements as described in section 14) that are to be created on registration of the Strata Plan and to which any part of the Site is to be subject;
- (o) include a description of any Special Strata Developer Rights;
- (p) set forth the permitted use of the Strata Lots (which must be in accordance with the Relevant Authority's planning approval and the master plan);
- (q) set forth the proposed use of each of the Common Area Lots;
- (r) include a statement of the percentage of the floor area of all Strata Lots to be created under each proposed use (which must be in accordance with the maximum permitted under the Relevant Authority's planning permission and the master plan);
- (s) without prejudice to any rights and obligations under contract or under the Off-Plan Development Regulations 2024, the Strata Plan of a building (or buildings) that has not yet achieved Building Completion shall include a warranty to any person who enters into a contract to purchase a Strata Lot in the Strata Development that the Strata Development will be carried out substantially in accordance with the Strata Plan. Such warranty shall be enforceable in the same way as a contractual warranty, and shall apply notwithstanding any absence of an express warranty in the Strata Development Documents or any lesser warranty set forth in the Strata Development Documents; noting, however, that any warranties provided by a Strata Developer to contract purchasers which are in addition to this statutory warranty, or provide the contract purchaser with greater protection than the strata warranty, shall be fully enforceable;
- (t) in respect of a Strata Development that remains under construction, include a statement setting forth the following–
 - (i) a warning as to the risks associated with Strata Developments in general, including the risks of non-completion, in such form and terms in line with best practice and as may be required by the Registrar from time to time;

- (ii) in respect of a Staged Strata Development, a description of the proposed stages in which the Staged Strata Development is to be developed and constructed;
 - (iii) a statement of estimated times for commencing and completing–
 - (I) the Strata Development; and/or
 - (II) each stage of the Staged Strata Development,

which may be fixed by reference to calendar dates, to the completion of a previous stage of a Staged Strata Development, to progress in the sale of Strata Lots, or on any other reasonable basis agreed by the Registrar; and
 - (iv) a schedule of the working hours during which work is to proceed;
 - (u) be accompanied by the Strata Development Documents for such Strata Development (including a copy of the draft Articles), in such form as may be required by the Registrar from time to time;
 - (v) a schedule of the proposed Unit Entitlements for each proposed Strata Lot upon the completion of the Strata Development, and in respect of a Staged Strata Development, for each stage of the Staged Strata Development; and
 - (w) include other information, documents and features required by the Registrar to reflect any special or particular features of the proposed Strata Development.
- (2) If a Strata Lot is separated from another Strata Lot by a Boundary Structure, the boundary is, unless otherwise stipulated in the Strata Plan, the centre of the Boundary Structure.
- (3) A Strata Plan must be endorsed with or accompanied by a certificate of a duly qualified surveyor registered on the Register of Surveyors, and in a form approved by the Registrar, certifying that the building or buildings shown on the Strata Plan, and including all Strata Lots proposed to be created as part of the Strata Plan, are within the boundaries of the Site or that any encroachment beyond those boundaries is legally permitted.
- (4) If a Strata Plan is part of a Staged Strata Development, the developer shall also be required to submit–
 - (a) a diagram of the overall development planned as part of the Staged Strata Development;
 - (b) a Strata Plan for each proposed stage of the Staged Strata Development (or, with respect to subsequent stages of Staged Strata Development, in lieu of a Strata Plan, an abstract or summary description of the Strata Plan for each later stage of the Staged Strata Development); and
 - (c) any other information and features required by the Registrar to reflect any special or particular features of the proposed Staged Strata Development.

- (5) Nothing under this section 9 shall preclude or waive any requirement on the Strata Developer to register the Draft Strata Plan on the Off-Plan Project Register and/or on the Register of Future Interests in Real Property where the Site subject to the Draft Strata Plan is under development and is required to be registered by the Registrar under the Off-Plan Development Regulations 2024 or the Registration of Future Interests Regulations 2024.

10. Mortgages

- (1) If, prior to the registration of a Strata Plan in the Register, a mortgage was registered against all or a portion of the Site to which a Strata Plan relates in whole or in part, then, upon registration of the Strata Plan, the Registrar shall register the mortgage in the folio for each Owner Lot created as part of the Strata Plan and such registration in the folio for each Owner Lot shall not be considered as a release of the mortgage or result in any change in the priority of the mortgage.
- (2) Unless otherwise expressly provided in the relevant mortgage instrument, the prior written approval of the mortgagee with respect to any mortgage referred to in the foregoing subsection (1) shall be required prior to registration of the Strata Plan in the Register. In the event of uncertainty by the Registrar as to the requirements of any mortgage instrument, the Registrar may apply to the Court for declaratory relief.
- (3) At such time as any Owner Lot is sold or transferred and any associated required prepayment of the mortgage indebtedness is made (whether the applicable mortgage predated the Strata Plan or came after the Strata Plan itself), as certified by a statement from the applicable mortgagee, the Registrar shall release the mortgage in part as registered against the applicable sold or transferred Owner Lot, such that the Owner Lot together with its respective Unit Entitlements shall be transferred to the prospective purchaser free and clear of the applicable mortgage encumbrance provided that the relevant mortgage instrument expressly provides for such release or the prior written approval of the mortgagee has been given.

Chapter 2 - Common Area Lots

11. Common Area Lots

- (1) Subject to subsection (2) below and the provisions of the Strata Plan, a Common Area Lot shall consist of all parts of the Site (including buildings or parts of buildings and improvements) that are not within an Owner Lot, including without limitation the following—
- (a) structural elements of the Site, including, as to any building or buildings located on the Site, the main supports, foundations, columns, beams, structural walls, steps, joists, and roofs;
 - (b) the land surrounding any building or buildings located on the Site, and all roadway improvements, landscaping, paths, beaches, and other appurtenances thereto; and
 - (c) the Service Infrastructure of the Site (including any Service Infrastructure located in buildings or parts of buildings and improvements).

- (2) Notwithstanding subsection (1) above–
- (a) any windows (whether fixed or sliding), shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Strata Lot, but located all or in part outside the boundaries of that Strata Lot, are part of the Strata Lot;
 - (b) any windows that are on the exterior wall of a Strata Lot or other appurtenances described in the foregoing subsection (2)(a) that are not designated for the exclusive use of a Strata Lot are common property and shall be designated in the Strata Plan as part of a Common Area Lot; and
 - (c) the Strata Plan may designate portions of the Strata Development as limited Common Area Lots designated for the exclusive use of one or more (but not all) Strata Lot Owners as part of the use and ownership of their respective Owner Lots (the “**Limited Common Area Lots**”) and in such circumstances–
 - (i) the cost associated with the maintenance and operation of such Limited Common Area Lots shall be paid by the Strata Lot Owner(s) with the benefit of use of such Limited Common Area Lots; and
 - (ii) any amendment to the Strata Plan after the date a Strata Lot Owner acquires his Owner Lot which purports to designate portions of a Strata Lot owned by such Strata Lot Owner as Limited Common Area Lots shall require the prior written approval of such Strata Lot Owner.

12. Rights and responsibilities for Common Area Lots

- (1) The Association may deal with Common Area Lots on behalf of the Strata Lot Owners as authorised under these Regulations and otherwise as set out under the Articles (which may not, in any event, contradict these Regulations).
- (2) If authorised by Extraordinary Resolution, an Association may–
 - (a) sell or otherwise dispose of part of the Common Area Lots; or
 - (b) grant or amend a lease over part of the Common Area Lots,provided that any revenue or monies received from such authorised actions shall be for the benefit of the Association and used in such a manner that is beneficial to the Strata Lot Owners.
- (3) The Registrar may register an instrument to give effect to a transaction under this section 12 subject to–
 - (a) the Association demonstrating to the satisfaction of the Registrar that such transaction–
 - (i) is not contrary to these Regulations (in particular section 12(2)); and

- (ii) will not materially prejudice any Strata Lot Owner without the Strata Lot Owner's consent;
- (b) if the transaction is for the sale or disposal of part of the Common Area Lot, the submission of an amendment to the Strata Plan showing the new boundaries in accordance with the requirements of the Registrar (and the payment of any prescribed fee).

Chapter 3 - Special Strata Developer Rights

13. Special Strata Developer Rights

- (1) No special Strata Developer right may be transferred except–
 - (a) to the Association or any incoming replacement Strata Developer for the Strata Development as approved by the Registrar; and
 - (b) if applicable, in accordance with any restrictions placed on Strata Developers of Off-Plan Projects under the Off-Plan Development Regulations 2024.
- (2) Upon transfer of any special Strata Developer right, the liability of a transferor Strata Developer (the “**transferor**”) and a transferee Strata Developer (the “**transferee**”) is as follows–
 - (a) a transferor–
 - (i) is not relieved of any obligation or liability arising before the transfer and lack of privity does not deprive any Strata Lot Owner of standing to maintain an action to enforce any obligation of the transferor; and
 - (ii) other than as specifically set forth in subsection (2)(b)(ii) below, a transferor has no liability for any act or omission or any breach of a contractual or warranty obligation arising from the exercise of a special Strata Developer right by a transferee;
 - (b) a transferee–
 - (i) who is not an affiliate of the transferor is subject to all obligations and liabilities imposed by these Regulations on a Strata Developer which relate to the Strata Developer's exercise or non-exercise of Special Strata Developer Rights, except that the transferee shall not be liable for–
 - (I) the obligations or liabilities of the transferor arising before the transfer;
 - (II) the obligations or liabilities relating to any Special Strata Developer Rights retained by the transferor, which will remain the liability of the transferor;
 - (I) misrepresentations made by the transferor or a previous Strata Developer;

- (III) warranty obligations on improvements made by the transferor or a previous Strata Developer; or
 - (IV) breach of any obligations by the transferor or a previous Strata Developer;
- (ii) who is an affiliate of the transferor shall be jointly and severally liable with the transferor for any obligations or liabilities relating to the Strata Development.
- (3) Unless otherwise provided in a mortgage, in case of the foreclosure or enforcement of a mortgage of any Strata Lots owned by a Strata Developer, a person acquiring title to all of the Strata Developer's interest in the Strata Development which is being foreclosed or sold succeeds to all Special Strata Developer Rights related to the interest acquired from the Strata Developer in the Strata Development.

Chapter 4 - Easements

14. Statutory easements

- (1) Easements of lateral and subjacent support exist between Strata Lots for which the support is necessary and Strata Lots or parts of Common Area Lots capable of providing the support.
- (2) Easements exist over the Strata Lots in favour of the Association and the Strata Lot Owners to the extent reasonably necessary for the installation, maintenance, operation, repair and replacement of Service Infrastructure or as otherwise may be required for the Association in the proper exercise of its role with respect to the Strata Development.
- (3) Easements exist for encroachment to the extent that any Strata Lot encroaches on any other Strata Lot, which easement shall not relieve a Strata Lot Owner of liability in the case of any wilful misconduct nor relieve the Strata Developer or any other person for failure to adhere to the Strata Plan.
- (4) Easements of access shall exist and may be exercised where an authorised officer of an Association appointed by a Special Resolution (called collectively in this section 14 an **"authorised person"**) believes on reasonable grounds that a contravention of these Regulations or a breach of the Articles and/or the rules and regulations issued by the Association has been, or is being, committed on any part of the Site, and such authorised person may exercise such easement of access at any reasonable time after giving reasonable notice to the occupier (other than in the event of an emergency where no notice may be given), and may enter the relevant part of the Site to ascertain whether the contravention or breach has been or is being committed.
- (5) If a Relevant Authority, or a person authorised by it, has a power to enter on any part of a Site, such authority or person has a statutory easement to enter on all parts of the Site necessary to exercise the power.
- (6) A Strata Developer is entitled to reasonable access to, and use of, the Site for—

- (a) the purposes of carrying out, controlling, administering and managing the Strata Development in accordance with these Regulations and the Articles; and
 - (b) other purposes related to development stated in the Strata Development Documents.
- (7) The easements in subsections (1) – (6) above confer and impose all ancillary rights and obligations reasonably necessary to make them effective, including the right to enter Real Property burdened by the easements in order to ensure continued enjoyment of the easements.
- (8) The rights conferred by the easements in subsections (1) – (6) above–
- (a) cannot be exercised in a way that unreasonably interferes with the enjoyment of a Strata Lot;
 - (b) shall be without prejudice to any rights and obligations pursuant to sections 85 and 87 of the Real Property Regulations 2024; and
 - (c) in the case of a Staged Strata Development, shall apply as between the Strata Lots comprising parts of different Strata Developments to the extent reasonably necessary for the operation and construction of the Staged Strata Development.
- (9) Nothing contained in this section 14 shall prohibit a Strata Developer from including in the Strata Plan and the Strata Development Documents additional or greater easements than those provided for in this section 14.

15. Creation of easements and covenants by the Association

- (1) If authorised by Extraordinary Resolution, an Association may–
- (a) grant an easement burdening the Common Area Lots, or accept the grant of an easement for the benefit of the Common Area Lots;
 - (b) enter into a covenant burdening the Common Area Lots or for the benefit of the Common Area Lots; and/or
 - (c) surrender an easement or covenant for the benefit of the Common Area Lots, or accept the surrender of an easement or covenant burdening the Common Area Lots,

and such grant or surrender shall be registered by the Registrar on the folio or folios of the affected Common Area Lots on the Register following an application of the Association in accordance with the Real Property Regulations 2024.

- (2) An instrument to give effect to a transaction under this section 15 may only be registered by the Registrar if accompanied by–
- (a) a copy of the resolution authorising the transaction certified by an officer of the Association;

- (b) if the Registrar considers it necessary, a plan of the part of the Site depicting the locations and dimensions of the easement; and
- (c) any other documents required by the Registrar in view of special circumstances applying to such easement or covenant.

16. Commencement of easements and covenants

- (1) Statutory easements come into force on the registration of the Strata Plan in the Register.
- (2) Easements and covenants that are included in the Strata Plan and that burden Real Property comprised in the Site come into force on the registration of the Strata Plan in the Register.
- (3) An easement or covenant created by a transaction authorised under section 15 above comes into force on registration of the instrument under which the easement or covenant is created in the Register.

Chapter 5 - Unit Entitlements

17. Unit Entitlements

- (1) Each Owner Lot created by a Strata Plan has a Unit Entitlement.
- (2) The Unit Entitlement shall entitle the Strata Lot Owner to an interest in the Association and determine—
 - (a) the number of votes to be exercisable by the Strata Lot Owner at a general meeting of the Association for all the purposes of these Regulations;
 - (b) the proportionate contribution to be made by the Strata Lot Owner to the Association in the form of a Lot Assessment;
 - (c) the Strata Lot Owner's proportionate interest in the Common Area Lots; and
 - (d) the proportion of the Association's income to be apportioned to the Strata Lot Owner.
- (3) Unit Entitlements must be fixed on a fair and equitable basis, and in the case of Lot Assessments, subject to section 39, the formula for fixing the same must be explained with a reasonable level of detail, whether it be by Strata Lot size, Strata Lot value or some other formula and such formula (and any subsequent amendment thereto) must be approved by the Registrar and otherwise be in accordance with any guidance issued by the Registrar on the determination of Unit Entitlements from time to time.

18. Change of Unit Entitlements

- (1) The Unit Entitlements of an Owner Lot created by a Strata Plan may be changed—
 - (a) by Extraordinary Resolution of the Association;

- (b) by filing a claim before the Court for and obtaining an order permitting such change to the Unit Entitlements of the Owner Lot; or
 - (c) if the total Unit Entitlements of the Owner Lots subject to the change are not affected, by agreement between the Strata Lot Owners.
- (2) A change of Unit Entitlements under subsection (1) above does not take effect until—
 - (a) the Association has submitted an application to the Registrar to amend the Strata Plan; and
 - (b) the Registrar is satisfied that the change in Unit Entitlements continues to reflect a fair and equitable basis to fix the Unit Entitlements and has registered the amended Strata Plan setting out the revised Unit Entitlements in the Register.
- (3) If Strata Lots may be added or withdrawn from the Strata Development, the Strata Plan must state the formulas to be used to reallocate the Unit Entitlements among all Strata Lots included in the Strata Development after the addition or withdrawal which must reflect a fair and equitable basis for fixing the Unit Entitlements (and shall be subject to the approval of the Registrar and otherwise be in accordance with the guidance issued by the Registrar on the determination of Unit Entitlements from time to time).

Chapter 6 - Amendment of a Strata Plan

19. Application for amendment

- (1) A Strata Development may be amended following Building Completion by the registration of an amendment of the Strata Plan in the Register.
- (2) An application for the registration of an amendment to a Strata Plan may be made—
 - (a) by the Association following a Special Resolution of the Association; or
 - (b) jointly by all of the Strata Lot Owners affected by the amendment.
- (3) The application must be accompanied by the following—
 - (a) if the application is made by the Association, a copy of the Special Resolution authorising the application certified by an officer of the Association;
 - (b) if the amendment affects the boundaries of Strata Lots or Common Area Lots—
 - (i) a plan showing the amendment, in a form approved by the Registrar and certified by a duly qualified surveyor registered on the Register of Surveyors; and
 - (ii) a certificate of approval from any Relevant Authority whose approval to the amendment is required;

- (c) if the amendment affects Unit Entitlements, a revised schedule of Unit Entitlements including an explanation of the formula used to determine such Unit Entitlements (which must be done on a fair and equitable basis and approved by the Registrar);
 - (d) updated Strata Development Documents (as applicable) to reflect the changes sought in the amended Strata Plan;
 - (e) any other information or documents required by the Registrar; and
 - (f) the prescribed fee.
- (4) Notwithstanding the foregoing, any amendment which changes the Common Area Lots, the Limited Common Area Lots or the boundaries of any Strata Lot shall additionally be subject to the affirmative vote of any Strata Lot Owner(s) adversely affected thereby.
- 20. Acquisition of Real Property by an Association**
- (1) If authorised by Extraordinary Resolution, an Association may acquire Real Property to incorporate into the Site.
 - (2) A transfer to give effect to an acquisition under this section 20 may be registered on the Register only if accompanied by–
 - (a) the instrument of transfer in the form approved by the Registrar;
 - (b) a copy of the Extraordinary Resolution authorising the acquisition, certified by an officer of the Association; and
 - (c) an application for the registration of an amendment to the Strata Plan in accordance with section 19 with such information as may be required by the Registrar.
 - (3) On registration of the amended Strata Plan on the Register, the Real Property merges with the Site to form Common Area Lots or Common Area Lots and Strata Lots in accordance with the amendment to the Strata Plan.

Chapter 7 - Consolidation of Strata Plans

21. Application for consolidation

- (1) An application for the consolidation of two or more Strata Plans may be made by the Associations for the relevant Strata Developments to the Registrar for approval.
- (2) The application must be in the form required by the Registrar and be accompanied by the following–
 - (a) copies of the Extraordinary Resolutions authorising the application, each certified by an officer of the respective Associations to be an Extraordinary Resolution of the Association;

- (b) a consolidated plan to be substituted for the existing registered Strata Plans certified, in a form approved by the Registrar, by a duly qualified surveyor registered on the Register of Surveyors;
 - (c) the written consent of all Strata Lot Owners (and if required in accordance with section 22(2), the written consent of the mortgagee);
 - (d) a revised schedule of Unit Entitlements, including an explanation of the formula used to determine such Unit Entitlements (which must be done on a fair and equitable basis and approved by the Registrar);
 - (e) updated Strata Development Documents (as applicable) to reflect the consolidation of Strata Plans in question;
 - (f) any other information that may be required by the Registrar; and
 - (g) the prescribed fee.
- (3) The consolidated Strata Plan must show the name of the Strata Development to be formed by the consolidation and the address of the Association to be formed by the consolidation.

22. How consolidation is effected

- (1) Where the Registrar has accepted and approved any application to consolidate Strata Plans, the Registrar shall consolidate the Strata Plans by–
- (a) cancelling the existing Strata Plans and the existing folios in the Register for the Strata Developments; and
 - (b) registering the new Strata Plan and creating new folios in the Register for the consolidated Strata Development.
- (2) The issue of new folios of the Register does not affect mortgages over the Strata Lots in the Strata Development (and shall not be considered a release of the mortgages or result in any change in the priority of the mortgages), and those registered on the previous folios are to be transferred to the new folios provided that where the new folios divide any part of the Site subject to a mortgage or mean that there are overlapping mortgages over a folio (which did not previously overlap), the consent of the mortgagees affected must be provided prior to the consolidation of the Strata Plans and appropriate agreed amendments to the mortgages shall be submitted as part of the application to consolidate the Strata Plans.

23. Effect of consolidation

On registration of the consolidated Strata Plans, the Associations that applied for the consolidation are dissolved and their assets and liabilities vest in the Association that shall be formed on registration of the new Strata Plan.

Chapter 8 - Termination of a Strata Plan

24. Termination by resolution of an Association

- (1) An Association may, by Extraordinary Resolution, resolve to terminate the Strata Plan.
- (2) The Association gives effect to its resolution by applying to the Registrar for approval and termination of the Strata Plan under this section 24. The application must be accompanied by the following—
 - (a) a copy of the Extraordinary Resolution, certified by an officer of the relevant Association to be an Extraordinary Resolution of the Association;
 - (b) the consent of any third party who has a registered interest or encumbrance over a Strata Lot that the Registrar determines would be adversely impacted by such termination including any mortgagee beneficiary of a mortgage or charge over a Strata Lot forming part of the Strata Plan to be terminated;
 - (c) the prescribed fee; and
 - (d) any other information that may be required by the Registrar.
- (3) In determining whether to approve the termination of a Strata Plan, the Registrar may take into account, among other factors, any adverse impact the termination of a Strata Plan which is part of a Staged Strata Development could have on the remainder of the Staged Strata Development.
- (4) If the Association resolves to terminate the Strata Plan, the Association must also appoint as liquidator a person who is registered under the Insolvency Regulations 2022 to be appointed as the liquidator of a company in the Abu Dhabi Global Market.
- (5) The liquidator must do whatever is reasonably possible to ensure that the following events occur, to the optimum lawful advantage of the Association—
 - (a) the sale or disposition of the Association's property;
 - (b) the discharge of the Association's liabilities;
 - (c) the identification of persons liable for discharging the Association's liabilities and their proportionate liability; and
 - (d) the distribution of the Association's assets and the proportionate entitlement of each person under that distribution.

25. Termination by the Court

A Strata Lot Owner, a registered mortgagee of an Owner Lot or an Association may file a claim before the Court for an order requiring the termination of a Strata Plan.

26. Effect of termination

On the registration of the termination of a Strata Plan—

- (a) the Site vests in the former Strata Lot Owners, as tenants in common, proportionately to the respective Unit Entitlements of their Owner Lots;
- (b) the Association is dissolved, and any outstanding rights and liabilities of the Association attach to the former Strata Lot Owners proportionately to the respective Unit Entitlements of their Owner Lots;
- (c) any mortgage or other encumbrance registered over a Strata Lot attaches to the interest of the applicable former Strata Lot Owner (which includes their interest in the net proceeds);
- (d) any net proceeds shall be divided among the former Strata Lot Owners in proportion to their respective Unit Entitlements, provided that no payment shall be made to any former Strata Lot Owner until all mortgages or other encumbrances registered over the relevant Strata Lot shall be paid off in their order of priority; and
- (e) unless otherwise provided in the Strata Development Documents, as long as the former Strata Lot Owners hold title as tenants in common, each former Strata Lot Owner and their successors in interest shall have the exclusive right of occupancy to that portion of the real estate that formerly constituted their respective Strata Lot.

27. Registration of termination

On terminating the registration of a Strata Plan, the Registrar shall–

- (a) terminate existing folios related to the former Strata Plan; and
- (b) create a new folio in the Register to give effect to this Chapter.

Chapter 9 - Damage or Destruction of Buildings

28. Reinstatement of buildings

- (1) If a building subject to a Strata Plan which has achieved Building Completion is subsequently materially damaged or destroyed, within six (6) months of the event of damage or destruction (unless a longer period of time is agreed by the Registrar on application of the Association due to extenuating circumstances out of the control of the Association)–
 - (a) the Association shall submit to the Registrar an application for the reinstatement of the whole or part of the damaged or destroyed building, in such form as may be required by the Registrar, which shall include the prescribed fee and an application to amend the Strata Plan in accordance with section 19; or
 - (b) if the Strata Lot Owners of the Strata Development elect not to proceed with the repair or restoration of the materially damaged or destroyed building by way of a Special Resolution, the Association shall–
 - (i) file a claim before the Court for an order for the sale of the applicable property (notifying the Registrar in writing of the same) and any net proceeds

deriving from the sale are to be divided amongst the interested parties in proportion with their respective Unit Entitlements (after payment of any owner's share of unpaid liens on his respective Strata Lot), unless otherwise directed by the Court; and

- (ii) submit an application to the Registrar to amend or terminate the Strata Plan (as is applicable) in accordance with the provisions of these Regulations.
- (2) The interested parties for purposes of a reinstatement plan under subsection (1) above are—
- (a) the Association;
 - (b) the insurer;
 - (c) the Strata Lot Owners;
 - (d) any Relevant Authority with jurisdiction over the Site; and
 - (e) all other persons who appear from the Register to have an interest in the Strata Plan, including mortgagees.

Chapter 10 - Sale or transfer of a whole Strata Development

29. Sale or transfer of the whole Strata Development

- (1) An application for the sale or transfer of a whole Strata Development (being the whole of the Strata Lots and the Common Area Lots in a Strata Development) may be made by the Association for the Strata Development to the Registrar for the Registrar's approval.
- (2) The application must be in the form required by the Registrar and be accompanied by the following—
 - (a) details of the proposed purchaser or transferor;
 - (b) a copy of the Extraordinary Resolution setting out the details of the proposed transfer or sale (including the timing of the sale and the distribution of any proceeds of sale), certified by an officer of the relevant Association to be an Extraordinary Resolution of the Association;
 - (c) the consent of any third party who has a registered interest in or encumbrance over a Strata Lot that the Registrar determines may be adversely impacted by such sale or transfer including any mortgagee beneficiary of a mortgage or charge over a Strata Lot forming part of the Strata Development to be sold or transferred;
 - (d) the prescribed fee; and
 - (e) any other information that may be required by the Registrar.
- (3) In determining whether to approve the sale or transfer of the whole of a Strata Development, the Registrar may take into account, among other factors, any adverse

impact the sale or transfer could have on any Strata Lot Owner, the ADGM or any third party and the Registrar shall be entitled to place binding conditions on such sale or transfer or reject such application as it sees fit.

PART 4 - THE ASSOCIATION

Chapter 1 - Establishment of the Association

30. Establishment, regulation and register of Associations

- (1) The Association of a Strata Development shall be established by operation of law on—
 - (a) the date these Regulations are published, in respect of any Strata Development for which a Strata Plan has already been registered on the Register prior to the publication of these Regulations but for which no Association has been established previously; or
 - (b) the date the Strata Plan is registered on the Register, in respect of Strata Developments for which no Strata Plan has yet been registered on the Register as at the date of publication of these Regulations.
- (2) An Association established under these Regulations—
 - (a) shall not issue shares or have any share capital;
 - (b) shall comprise the Strata Lot Owners of the Strata Development registered in the Register who shall each be members of the Association—
 - (i) with the rights determined by each Strata Lot Owner's Unit Entitlement; and
 - (ii) for as long as each Strata Lot Owner is registered in the Register as the owner of a Strata Lot in the Strata Development;
 - (c) shall have full legal capacity, in its own name and right, to carry out the functions set out in section 33(1) below, including without limitation—
 - (i) entering into contracts;
 - (ii) acquiring, holding, dealing with and disposing of property;
 - (iii) employing staff; and
 - (iv) suing in its own capacity;
 - (d) except as otherwise provided herein or as specified by the Registrar, shall not be subject to the provisions of the Companies Regulations 2020 or the Commercial Licensing Regulations 2025 (including any ancillary rules); and
 - (e) shall be governed in accordance with the Model Articles contained in Schedule 1 which shall be taken to have been adopted by the Association on its establishment,

which Model Articles may be supplemented with additional articles adopted by the Association from time to time provided that any such additional articles—

- (i) do not contravene these Regulations or the Model Articles; and
 - (ii) are promptly submitted to the Registrar by the Association for registration on the Register.
- (3) In the case of a Staged Strata Development where a principal Strata Plan is to be registered in addition to Strata Plans in respect of any stage of the Strata Development, an Association shall be established on the registration of the principal Strata Plan that is made up of the Strata Lot Owners under such principal Strata Plan. Where any Strata Lot under such principal Strata Plan is then subdivided further into strata ownership under a Strata Plan in respect of such Strata Lot, the Association established for such Strata Lot shall be a member of the Association established by the principal Strata Plan in respect of the applicable Strata Lot.
- (4) The Registrar may—
 - (a) establish a register of Associations setting out the details of each Association from time to time; and
 - (b) issue certificates confirming the details of any Association upon application in accordance with the procedures set out by the Registrar.
- (5) Subject to section 31 below, the affairs and functions of the Association shall be supervised and governed by the Board of Directors of the Association who will be made up of members of the Association elected by the Strata Lot Owners in accordance with the Articles.
- (6) The Board of Directors of the Association may in its discretion from time to time—
 - (a) appoint various committees of management to which certain duties may be delegated; and
 - (b) appoint officers of the Association, including the president, the vice president, the treasurer and such other positions as the Board of Directors of the Association deems necessary to create.
- (7) Unless otherwise required by the Registrar or as set out in the Articles, each director on the Board of Directors of the Association shall discharge their duties in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner the director reasonably believes to be in the best interest of the Association.

31. Management Transition Period - Strata Developer control of an Association

- (1) For a period of six (6) months (or such longer period as may be directed by the Registrar where the Registrar considers appropriate and subject to such additional conditions as the Registrar may require) (the “**Management Transition Period**”) commencing on the date the Association of a Strata Development is established in accordance with section 30(1)

the Strata Developer, irrespective of whether it is the registered owner of any Strata Lots in the Strata Development throughout the Management Transition Period, shall be responsible for the proper control, management and administration of the Association on behalf of the Strata Lot Owners and have the right to appoint and remove the Board of Directors of the Association and shall procure that the Association undertakes all of the functions and complies with all of the duties and obligations of the Association set out in these Regulations and the Articles for the benefit of all Strata Lot Owners, including the due and proper management of the Common Area Lots.

- (2) During the Management Transition Period the Strata Developer, and any person appointed by the Strata Developer to act on its behalf, in managing the Association—
 - (a) shall act on behalf, and in the name of, the Association;
 - (b) shall act at all times as a prudent administrator of property using the requisite skill and expertise expected of an experienced property manager;
 - (c) shall report to the Registrar and the Strata Lot Owners every six (6) months on the management activities undertaken with respect to the Association and the repair and maintenance of the Common Area Lots;
 - (d) shall not be entitled to vary the Common Area Lots, the Articles (including the rules and regulations therein) or other constitutional documents of the Association without the prior written consent of the Registrar;
 - (e) shall provide a bank guarantee in favour of the Association in the amount and form satisfactory to the Registrar (which shall be determined by the Registrar taking into account the complexities of the applicable Strata Development which may include the size and permitted use of the applicable Strata Development), which bank guarantee shall be held by the Registrar during the Management Transition Period as a security deposit against any damages or losses incurred by the Association as a result of the default, fraud or negligence of the Strata Developer (or any party appointed to act on behalf of the Strata Developer with respect to the Association); and
 - (f) shall undertake any other actions and obligations, and comply with such guidance, as the Registrar may require for Strata Developers during the Management Transition Period from time to time.
- (3) The Strata Developer shall be entitled to recover its due and proper costs and expenses incurred in connection with the control, management and supervision of the Association and the repair, maintenance, upgrades and replacements of the Common Area Lots during the Management Transition Period (provided that such costs and expenses form part of the Lot Assessments approved by the Registrar or have otherwise been consented to by the Registrar) and may charge a management fee in line with market standard practice (and subject to any cap the Registrar may impose from time to time).
- (4) If the Strata Developer fails to adequately manage the Association and undertake its duties during the Management Transition Period in accordance with this section 31, as determined by the Registrar in its reasonable discretion, the Registrar may—

- (a) appoint a third party entity to perform some or all of the duties and obligations of the Strata Developer under this section 31 and may deduct from the bank guarantee provided by the Strata Developer the additional costs incurred by the Association due to the failure of the Strata Developer, including any additional costs necessarily incurred in the appointment of such other entity in place of the Strata Developer (and any such deductions shall be without prejudice to the rights of the Strata Lot Owners and/or the Association to bring a claim before the Court to recover any additional losses from the Strata Developer over and above the deducted amount); and/or
- (b) appoint an administrator to manage the affairs of the Association in place of the Strata Developer, in which case—
 - (i) the administrator is to be remunerated on a basis determined by the Registrar (which may include deduction of monies from the bank guarantee provided by the Strata Developer), and the administrator's remuneration and expenses shall be payable from the Association's General Fund;
 - (ii) during its appointment, the administrator—
 - (I) is exclusively entitled to exercise the powers and functions of the Association in place of the Strata Developer;
 - (II) may delegate to any person any powers and functions conferred to it; and
 - (III) may only resign from its appointment as administrator of the Association following the filing of and approval by the Registrar of an application for the termination of its appointment, in which case it shall continue to administer the Association until the Registrar has appointed a replacement administrator (unless otherwise directed by the Registrar);
 - (iii) the Registrar may, on the application of the Association, a creditor of the Association, a Strata Lot Owner, a registered mortgagee, a lessee of a Strata Lot, or of its own initiative, remove or replace the administrator.
- (5) The Strata Developer shall—
 - (a) no less than six (6) months prior to the expiry of the Management Transition Period, coordinate and procure the appointment by the Strata Lot Owners of a new board of directors of the Association who shall supervise and govern the affairs of the Association following the expiry of the Management Transition Period (the "**New Board of Directors of the Association**");
 - (b) following the election of the New Board of Directors of the Association by the Strata Lot Owners until the expiry of the Management Transition Period,
 - (i) assist and collaborate with the New Board of Directors of the Association to ensure a smooth and efficient transition of the supervision and governance of the affairs of the Association to the New Board of Directors of the Association; and

- (ii) remain responsible for the management and administration of the Association.
- (c) provide a handover statement (in such form as may be prescribed by the Registrar from time to time) to the Registrar for approval which has been signed by the New Board of Directors of the Association no less than one (1) month prior to the expiry of the Management Transition Period which includes (but not limited to),
 - (i) details of management activities undertaken with respect to the Association;
 - (ii) the repair and maintenance of the Common Area Lots; and
 - (iii) any other information that the Registrar may require from the Strata Developer.
- (6) Subject to any direction from the Registrar for the Management Transition Period to be extended in accordance with section 31 (2) and provided that the Registrar is satisfied that the Strata Developer has complied with this section 31, the Management Transition Period shall expire.
- (7) Following the expiry of the Management Transition Period (as determined by the Registrar),
 - (i) the Strata Developer's obligation to manage the Association of the Strata Development in accordance with this section 31 shall terminate and the affairs of the Association shall be supervised and governed by the New Board of Directors of the Association, or by any subsequent board of directors of the Association appointed by the Strata Lot Owners; and
 - (ii) the Strata Developer shall remain liable for any breach of its obligations arising during the Management Transition Period, including any repair or maintenance obligations and any warranties given during that period.

32. Appointment of an Association Manager

- (1) The Association (including the Strata Developer acting on behalf of the Association during any Management Transition Period or any administrator appointed to manage the affairs of the Association) must appoint an Association Manager to undertake the Management Functions relating to the Strata Development and the Association and the Association Manager shall record such appointment under an Association Management Agreement.
- (2) An Association Manager–
 - (a) is subject to the supervision of the Association acting in a general meeting or through the Board of Directors of the Association or the officers of the Association; and
 - (b) must comply with the requirements of the Off-Plan and Real Property Professionals Regulations 2024 (as may be amended), including without limitation–
 - (i) be registered on the Register of Association Managers established and maintained pursuant to the Off-Plan and Real Property Professionals Regulations 2024; and

- (ii) in undertaking the Management Functions on behalf of the Association, at all times–
 - (I) act with due skill, care and expertise in compliance with the Off-Plan and Real Property Professionals Regulations 2024, 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 Association Managers, and any other applicable regulations, laws and rules; and
 - (II) properly supervise its employees that are undertaking the Management Functions and remain responsible and liable for any acts and/or omissions occasioned by such employees if they are in breach of the Off-Plan and Real Property Professionals Regulations 2024, 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) The Association shall, by way of application to the Registrar, lodge for registration with the Registrar the Association Management Agreement against any affected Strata Lots. Such Association Management Agreement shall–
 - (a) specify–
 - (i) the responsibilities and obligations of the Association Manager;
 - (ii) the fees payable to the Association Manager;
 - (iii) the circumstances under which, and by whom, the Association Manager may be terminated; and
 - (iv) any other terms the Registrar may require; and
 - (b) be made available by the Association to a Strata Lot Owner promptly after a request for the same.
- (4) The Registrar may–
 - (a) introduce mandatory provisions that must be incorporated in the Association Management Agreement; and
 - (b) issue a mandatory standard from Association Management Agreement.
- (5) An Association Management Agreement must not exceed three (3) years in duration. It may, however, be renewed for a further period of up to two (2) years (or such longer period as the Registrar may direct, subject to any additional conditions the Registrar considers appropriate), provided that:
 - (a) the renewal is agreed between the Association and the Association Manager; and

(b) the renewal is approved by the Registrar following submission of an application by the Board of Directors of the Association, in such form as the Registrar may require, which application includes, but not limited, to the following:

(i) an acceptable performance review of the Association Manager by the Association; and

(ii) payment of the prescribed application fee.

- (6) An Association Manager may not act outside of the authority granted to it by the Association or in such manner that may be contrary to the Association Management Agreement, the Strata Development Documents, these Regulations or any guidance or requirements issued by the Registrar.
- (7) Notwithstanding anything else hereunder, an Association Manager shall be entitled to take such prudent and reasonable actions as may be required in the event of an emergency or in order to protect the immediate health and safety of the occupants of the Strata Development or cure any material violation of any applicable law, regardless of whether such action has been authorised by the Board of Directors of the Association provided that the Association Manager shall report to the Board of Directors of the Association on such actions as soon as reasonably practicable.
- (8) Where the Association Manager breaches its duties under these Regulations or the terms of the Association Management Agreement—
- (a) the Association may terminate the Association Management Agreement in accordance with the terms of the Association Management Agreement; or
- (b) the Registrar—
- (i) shall be entitled to issue a direction terminating or suspending the Association Management Agreement on behalf of an Association and without liability to the Association;
- (ii) shall be entitled to appoint a third party entity to perform some or all of the duties and obligations of the Association Manager at the cost of the Association Manager; and
- (iii) may fine the Association Manager in accordance with the Off-Plan and Real Property Professionals Regulations.
- (9) Any actions taken by the Registrar under section 32(8) above shall be without prejudice to the rights of the Strata Lot Owners and/or the Association under the Association Management Agreement or the right to bring a claim before the Court in respect of the actions or omissions of the Association Manager.

Chapter 2 - Functions and duties of an Association

33. Functions and Obligations of an Association

- (1) An Association established for a Strata Development has the following functions and obligations—
- (a) enforce the Articles and any other obligations of Strata Lot Owners pursuant to the Strata Development Documents;
 - (b) administer, manage and control the Common Area Lots;
 - (c) maintain in good condition and serviceable repair and where appropriate, renew, replace and refurbish—
 - (i) the Common Area Lots; and
 - (ii) all installations, facilities and Service Infrastructure, regardless of whether they are on Common Area Lots or Strata Lots other than Common Area Lots;
 - (d) promptly notify the Registrar of any defects, damages, wants of repair or other matters which undermine (or which could reasonably undermine) the structural integrity of any part of the Strata Development, which are material in nature or otherwise pose an imminent threat to the health, life or property of Strata Lot Owners and/or occupiers of the Strata Development (which notification shall not release the Association from any obligation to notify any other relevant authorities responsible for health and safety and/or coordinating and managing responses to disasters and emergencies) and shall thereafter—
 - (i) provide the Registrar with full particulars of the relevant defects (including, if applicable, any technical reports prepared by the Association and/or third party experts) and any other information or documents as may be requested by the Registrar from time to time;
 - (ii) prepare and submit to the Registrar a plan for remediating the defects; and
 - (iii) comply with any directions of the Registrar in remediating the defects;
 - (e) establish and maintain (where appropriate) suitable lawns, gardens and other landscaping on the Common Area Lots;
 - (f) maintain the insurance required under these Regulations and any further insurance that may be required by Special Resolution of the Strata Lot Owners;
 - (g) hire and discharge Association Managers and other employees, agents and independent contractors with respect to the Common Area Lots and all related installations, facilities and Service Infrastructure;

- (h) institute, defend or intervene in any litigation or administrative proceeding in its own name on behalf of itself or two or more Strata Lot Owners on matters affecting the Strata Development;
 - (i) grant easements, licenses or concessions through and over the Common Area Lots and all related installations, facilities and Service Infrastructure;
 - (j) impose and receive any Lot Assessments and other assessments, fees or charges for the use, rental or operation of the Common Area Lots and for services provided to the Strata Lot Owners;
 - (k) establish and maintain the General Fund and the Reserve Fund in the name of the Association;
 - (l) impose charges for the late payment of Lot Assessments and, after notice and opportunity to be heard, levy reasonable fines for violations of the Articles; and
 - (m) carry out any other functions ancillary to its functions under these Regulations, including functions that benefit the Strata Lot Owners and the occupiers of Strata Lots.
- (2) If two or more Associations are established for a Strata Development, the functions referred to in subsection (1) above are to be divided between them in accordance with the Strata Development Documents relating to the Associations. If those documents fail to adequately divide the functions, then each Association shall be jointly and severally liable to carry out all the functions, but with the right to recover financial expenditure from each other according to each Association's proportion of the aggregate Unit Entitlement.
- (3) If the Registrar determines, in its reasonable discretion, that an Association has failed to adequately undertake and/or discharge any of the functions and duties set out in section 33(1), the Registrar may appoint an administrator to manage the affairs of the Association, in which case—
- (a) the administrator is to be remunerated on a basis determined by the Registrar and the administrator's remuneration and expenses shall be payable from the Association's General Fund;
 - (b) during its appointment, the administrator—
 - (i) is exclusively entitled to exercise the powers and functions of the Association;
 - (ii) may delegate to any person any powers and functions conferred to it; and
 - (iii) may only resign from its appointment as administrator of the Association following the filing of and approval by the Registrar of an application for the termination of its appointment, in which case it shall continue to administer the Association until the Registrar has appointed a replacement administrator (unless otherwise directed by the Registrar);

- (c) the Registrar may, on the application of the Association, a creditor of the Association, a Strata Lot Owner, a registered mortgagee, a lessee of a Strata Lot, or of its own initiative, remove or replace the administrator.

34. Certificates by an Association

- (1) An Association must, on application by a Strata Lot Owner, any registered mortgagee of a Strata Lot or a person authorised in writing by a Strata Lot Owner, certify—
 - (a) the amount of any Lot Assessment payable by a Strata Lot Owner;
 - (b) the due date for payment of the Lot Assessment;
 - (c) any unpaid Lot Assessment that remains outstanding;
 - (d) the amount of any other monetary liability to the Association that remains outstanding;
 - (e) details of—
 - (i) insurances maintained by the Association;
 - (ii) proposed works by the Association;
 - (iii) notices served on the Association requiring work to be done on the Common Area Lots or any related installations, facilities and Service Infrastructure;
 - (iv) contingent liabilities of the Association;
 - (v) legal proceedings pending against the Association or threatened and of which the signatory to the certificate has knowledge; and
 - (f) any information elsewhere required to be disclosed to a Strata Lot Owner by the Regulations.
- (2) A certificate under subsection (1) above is, in favour of a person dealing with the Strata Lot Owner, conclusive evidence of the matters certified.
- (3) The Registrar may require the Association, on written notice, to certify any of the details contained in subsections (1)(a) to (e) above.
- (4) If a certificate is issued by an officer of an Association—
 - (a) certifying that a particular resolution was passed by the Association on a date specified in the certificate; and
 - (b) certifying the nature of the resolution,

the Registrar is entitled to rely on the certificate and is not bound to inquire whether the resolution has been duly passed.

Chapter 3 - General Fund, Reserve Fund and Lot Assessments

35. General Fund

- (1) An Association must establish and maintain a General Fund in respect of the day-to-day management, administration and control of the Association and the Common Area Lots and for the purpose of meeting its financial obligations under these Regulations.
- (2) All funds received by the Association, including the Lot Assessments, must be paid into the General Fund.
- (3) The Association must maintain the General Fund at a level sufficient to meet reasonably foreseeable expenditure (including a reasonable contingency amount), including expenditure to maintain the Strata Development, its facilities, and the Service Infrastructure.

36. Reserve fund

- (1) In addition to the General Fund, the Association must maintain a Reserve Fund in a separate account under the name of the Association, for future capital expenditure, and major, emergency, one-off or non-recurring expenditure not associated with the day-to-day management, administration and control of the Association and the Common Area Lots which shall be funded by—
 - (a) annual contributions made by the Strata Lot Owners as part of annual Lot Assessments; and
 - (b) any special assessments approved by the Registrar.
- (2) The Strata Developer shall be required to—
 - (a) procure a detailed Reserve Fund Study from a Surveyor to determine the capital expenditure and major, emergency, one-off or non-recurring expenditure likely to be incurred in respect of the Strata Development—
 - (i) no less than sixty (60) days prior to the Strata Development achieving Building Completion where the Strata Development has not yet achieved Building Completion at the date these Regulations are published; or
 - (ii) prior to the registration of the Strata Plan where the Strata Development has already achieved Building Completion prior to the date these Regulations are published;
 - (b) prepare the first Reserve Fund forecast (calculated against the Reserve Fund Study) as part of the preparation of the Association's first annual budget (and shall include the amount of the annual contribution to be made to the Reserve Fund, which annual contribution shall be subject to the approval of the Registrar as part of the approval of the annual budget)–

- (i) no less than sixty (60) days prior to the Strata Development achieving Building Completion where the Strata Development has not yet achieved Building Completion at the date these Regulations are published; or
 - (ii) prior to the registration of the Strata Plan where the Strata Development has already achieved Building Completion prior to the date these Regulations are published.
- (3) Thereafter, the Association Manager shall be responsible for–
 - (a) procuring each subsequent a detailed Reserve Fund Study no less than sixty (60) days prior to the expiry of each three (3) year period to which the Reserve Fund forecast relates (or such other timeframe as the Registrar may require); and
 - (b) preparing the Reserve Fund forecast (calculated against the Reserve Fund Study) as part of the preparation of each of the Association's annual budgets (and shall include the amount of the annual contributions to be made to the Reserve Fund in each year, which annual contributions shall be subject to the approval of the Registrar as part of the approval of the annual budget) no less than sixty (60) days prior to the start of each calendar year (or such other timeframe as the Registrar may require).
- (4) Any special assessments to be made to raise funds for the Reserve Fund must be submitted to the Registrar for its approval (along with any supporting information) prior to being raised by the Association.

37. Association annual budget

- (1) The Association shall levy Lot Assessments on the Strata Lot Owners to raise the amounts that the Association requires to meet anticipated expenditure in each calendar year and to maintain the Reserve Fund and such amounts must be sufficient to allow the Strata Development to be managed and maintained in a safe and efficient manner in line with these Regulations and to an appropriate standard (taking into account the age, use and nature of the Strata Development).
- (2) The Association Manager shall, as part of its Management Functions, prepare the proposed annual budget for the Association, including the proposed Lot Assessments and Reserve Fund contributions for the calendar year, in accordance with best practice and in compliance with any requirements and guidance issued by the Registrar from time to time.
- (3) The Association Manager shall consult with the Board of Directors of the Association in respect of the draft annual budget and may incorporate such comments and recommendations from the Board of Directors of the Association into the draft annual budget as the Association Manager determines are appropriate (and subject to such comments not being contrary to these Regulations and the Strata Development Documents).
- (4) The Association Manager shall submit the proposed annual budget (which shall include a copy of the Reserve Fund Study) for the Association to the Registrar for its approval no less than ninety (90) days' prior to the start of each calendar year (or such other timeframe

as the Registrar may require), provided that the first annual budget for any Association shall be prepared by the Strata Developer and submitted to the Registrar for approval—

- (a) no less than ninety (90) days prior to the Strata Development achieving Building Completion where the Strata Development has not yet achieved Building Completion at the date these Regulations are published; or
 - (b) upon its application to register the Strata Plan in respect of a Strata Development which has already achieved Building Completion prior to the date these Regulations are published.
- (5) The Registrar shall be entitled to require the Association Manager to revise the annual budget or any part thereof where the Registrar determines that it is insufficient or excessive or is otherwise not in line with these Regulations or any guidance or rules issued by the Registrar.
 - (6) The Board of Directors shall be entitled to submit objections on the annual budget for the Association to the Registrar and the Registrar may consider such objections and require the Association Manager to incorporate such objections, in whole or in part, where the Registrar determines it is reasonable to do so.
 - (7) The Registrar shall be entitled to engage (at the cost of the Association), or require that the Association Manager engages as an expense of the Association, an Auditor to review and verify the accuracy of the calculations made under the annual budget for the Association where deemed necessary by the Registrar.

38. Lot Assessments

- (1) The Lot Assessments must be approved by the Registrar as part of the approval of the annual budget for the Association prior to being levied and collected, in whole or in part, from Strata Lot Owners.
- (2) The Lot Assessments are to be proportionate to the Unit Entitlements of the Strata Lots.
- (3) A Lot Assessment falls due for payment on a date fixed by the Association. The Association must give the Strata Lot Owners at least thirty (30) days' notice of the amount and when it is due.
- (4) The Strata Lot Owner as at the due date for payment is liable for the Lot Assessment, and any person who later becomes a Strata Lot Owner before the Lot Assessment is paid becomes jointly and severally liable for payment of the Lot Assessment.
- (5) If a Lot Assessment payable by a Strata Lot Owner or other person under subsection (4) above remains unpaid, the Strata Lot Owner or other person is in contravention of these Regulations for as long as the Lot Assessment remains unpaid. In those circumstances, the Association or, during the Management Transition Period, the Strata Developer, or the Association Manager (where authorised under the Association Management Agreement), may take any of the following actions -
 - (a) apply late payment interest on overdue Lot Assessments at a rate fixed by Ordinary Resolution of the Association on a fair and reasonable basis;

- (b) register a charge against the Strata Lot for any Lot Assessment levied against that Strata Lot, including any interest thereon or other increases thereto, and any fines imposed by the Association against a Strata Lot Owner from the time the Lot Assessment or other amount becomes outstanding and such charge—
 - (i) may be foreclosed in like manner as a mortgage on real property; and
 - (ii) shall rank in priority to all other encumbrances of the Strata Lot except—
 - (I) encumbrances registered before the registration of the Strata Plan;
 - (II) a first mortgage on the Strata Lot registered before the date on which the Lot Assessment sought to be enforced became outstanding; and
 - (III) statutory charges in respect of assessments or fines levied by any Relevant Authority;
- (c) pursue the outstanding Lot Assessment, including any interest thereon or other increases thereto, and any fines imposed by the association in respect of the outstanding Lot Assessment, as a debt before the Court; and
- (d) restrict any dealings with the Strata Lot (including, without limitations, alterations and dispositions of the Strata Lot) by withhold the issuance of no-objection certificates.

39. Limitations on Lot Assessments

- (1) Any Association expenditures associated with the maintenance, repair, replacement, renewal, refurbishment or improvement of a Limited Common Area Lot designated for the exclusive use of one or more Strata Lot Owners must be assessed against the Strata Lots to which that exclusive use right is assigned, equally or in any other proportion that the Strata Plan provides (which must be on a fair and equitable basis).
- (2) Any Association expenditures or portion thereof benefiting fewer than all of the Strata Lots must be assessed exclusively against the Strata Lots benefited.
- (3) The costs of insurance must be assessed in proportion to the Unit Entitlements of the Strata Lots (unless the cost of insurance is increased due to the usage of one or more Strata Lots, in which case the Strata Lots with such usage shall be assessed on an increased share of the insurance cost), and costs of utilities must be assessed in proportion to usage, in each case, as equitably determined by the Association.
- (4) If any common expenses are caused by the misconduct of any Strata Lot Owner, the Association may assess that expense exclusively against such Strata Lot Owner's Strata Lot.
- (5) If any common expense liabilities are reallocated, Lot Assessments and any instalment thereof not yet due shall be recalculated in accordance with the reallocated common expense liabilities.

- (6) The foregoing requirements in this section 39 are subject to variation, but only if expressly disclosed in the Strata Plan or varied by Extraordinary Resolution.

40. Audited financial statements

- (1) The Association Manager shall, as part of its Management Functions, within ninety (90) days of the end of each calendar year (or such other timeframe as the Registrar may require) and at the cost of the Association, procure the preparation of and submit to the Registrar an annual audited financial statement (in such form as may be prescribed by the Registrar from time to time) for the Strata Development prepared by an Auditor to verify the Association's compliance with the annual budget approved by the Registrar and the provisions of these Regulations, detailing the revenues and expense of the Association for the prior calendar year, including—
- (a) the Lot Assessments and any special assessments levied on and collected from Strata Lot Owners;
 - (b) any other sums deposited into the General Fund and the Reserve Fund in accordance with the provisions of these Regulations (including, without limitation, charges and fines imposed on Strata Lot Owners for the late payment of Lot Assessments and insurance proceeds); and
 - (c) all expenditure of any nature incurred by the Association and expended from the General Fund and the Reserve Fund.
- (2) Following the Registrar's review of the audited financial statement of a Strata Development, the Registrar may—
- (a) request additional information and/or documents from the Association Manager;
 - (b) inspect the files, books and records of the Association; and/or
 - (c) appoint an Auditor to undertake an independent review and audit of the audited financial statement of the Strata Development (which may require, if necessary, a review and inspection of the files, books and records of the Association) at the cost of the Association.
- (3) The Strata Lot Owners may, on written notice to the Association Manager, request a copy of the audited financial statement of the Strata Development following its submission to the Registrar.

Chapter 4 - Miscellaneous

41. Proceedings on behalf of Strata Lot Owners

The Association may take proceedings as agent for one or more Strata Lot Owners for damages in relation to, or for rectification of, any building work done in relation to the Strata Development, whether the work was done before or after registration of the Strata Development.

42. Subrogation of contractual rights

(1) Without affecting the generality of section 41, if–

- (a) building work was carried out on behalf of the Strata Developer; and
- (b) the building work proves defective,

the Association is subrogated to the Strata Developer's contractual rights to damages in respect of those defects.

- (2) The Association may recover damages under this section 42 on its own behalf (so far as the defects relate to Common Area Lots) or on behalf of the Strata Lot Owners affected by the defects in accordance with applicable law.
- (3) The Association's right of subrogation under this section 42 does not operate to the exclusion of the Strata Developer's rights and, if both the Association and the Strata Developer take action to recover damages for breach of contract, the damages must be apportioned between them in appropriate proportions.

43. Notices

An Association shall–

- (a) publish its registered address for the purpose of receiving notices in addition to an electronic mail address; and
- (b) maintain a noticeboard for the display of notices and other material of interest to the Strata Lot Owners and occupiers of Strata Lots, which noticeboard may be made available in any suitable manner (including electronically by way of a webSite or similar means), as determined by the Association, noting however that the display of notices on a noticeboard does not substitute any requirement for an Association to send notices in writing or otherwise under these Regulations and/or the Articles.

Chapter 5 - Designation of Limited Common Area Lots

44. Designation of Limited Common Area Lots

- (1) The Association may, by Extraordinary Resolution, make (and later amend or rescind) a designation giving a Strata Lot Owner exclusive rights to the use and enjoyment of, or other special rights in relation to, a Common Area Lots or part of a Common Area Lot.
- (2) The designation of Limited Common Area Lot–
 - (a) must unambiguously identify the part of the Common Area Lot to which the designation applies; and
 - (b) may impose conditions (which may include conditions requiring the Strata Lot Owner to make a payment or periodic payments to the Association, or to the Strata Lot Owners of other Strata Lots, or both).

- (3) A designation of Limited Common Area Lot—
- (a) with respect to any Strata Lot shall be subject to the prior written approval of the Strata Lot Owner of such Strata Lot if it gives rights to or imposes obligations on such Strata Lot Owner or such approval is otherwise required by section 11(2)(c).
 - (b) is taken, in the absence of other specific provisions in the designation for maintenance, to make the Strata Lot Owner responsible for the maintenance of the part of the Limited Common Area Lot over which the rights are conferred by the designation;
 - (c) may authorise or require the Strata Lot Owner who has the benefit of the designation to make specific improvements to part of the Limited Common Area Lot, which may consist of or include installing particular fixtures or making particular changes to the relevant part of the Limited Common Area Lot; and
 - (d) unless it expressly provides otherwise, a designation of Limited Common Area Lot does not authorise the Strata Lot Owner to make improvements or changes to the balance of the Common Area Lot.
- (4) If a designation of Limited Common Area Lot imposes a monetary liability—
- (a) the liability may be recovered as a Lot Assessment; and
 - (b) the liability is enforceable jointly and severally against the person who was the Strata Lot Owner when the liability arose and a successor in title.

PART 5 - STRATA DEVELOPMENT DOCUMENTS

Chapter 1 - The Strata Development Documents

45. The Strata Development Documents

- (1) The Strata Development Documents applicable on the registration of a Strata Development shall be subject to the prior approval of the Registrar.
- (2) The Registrar shall be entitled, from time to time, to amend and/or supplement the standard form Model Articles and shall determine from when and how such updated Model Articles shall apply to Associations.

46. Power to supplement or vary the Strata Development Documents

- (1) Subject to this Part 5, the Association may, by Special Resolution, supplement or vary the Strata Development Documents with respect to—
 - (a) the administration, management and control of the Common Area Lots; and
 - (b) the use and enjoyment of Strata Lots and the Association's assets, facilities and amenities provided by the Association,

provided that any amendment or addition to the Strata Development Documents does not—

- (c) materially vary the position under the Strata Development Documents at the establishment of the Association without the prior approval of the Registrar (which approval may not be granted without due consideration of any adverse impact on Strata Lot Owners and the Registrar may require measures to mitigate such impact prior to granting its approval where appropriate);
 - (d) modify a statutory easement or prohibit or restrict the enjoyment of a statutory easement; and/or
 - (e) restrict a Strata Lot Owner's right to use, deal with or dispose of a Strata Lot, unless the restriction is–
 - (i) necessary to preserve the character of the Strata Development; and
 - (ii) made in accordance with a Disclosure Statement included in the Strata Plan.
- (2) The first Strata Development Documents come into operation on the registration of the Strata Plan.
- (3) The Strata Development Documents may impose a minimum term for the leasing of Strata Lots.
- (4) An amendment to any Strata Development Documents is void if–
- (a) it materially adversely and unfairly discriminates against any Strata Lot Owner, mortgagee or occupier of a Strata Lot;
 - (b) it materially adversely affects the health, welfare or safety of any Strata Lot Owner or occupier of a Strata Lot;
 - (c) it is materially inconsistent with the provisions of a Strata Plan or any other Strata Development Documents duly approved by a Relevant Authority; and/or
 - (d) it attempts to mandate a matter for which a Strata Lot Owner's vote would otherwise be required.
- (5) The Association must, at the written request of the Strata Lot Owner or occupier of a Strata Lot or a person authorised by such owner or occupier to make the request, provide a copy of the current Strata Development Documents.

47. Registration and commencement of changes to the Strata Development Documents

- (1) If an Association varies the Strata Development Documents, the Association must, within fourteen (14) days after passing the Special Resolution in respect of such amendment, lodge an application for registration of the amended Strata Development Documents with the Registrar–
- (a) attaching a copy of the Special Resolution (including the text of the amended Strata Development Documents); and
 - (b) stating the date of the Special Resolution.

- (2) If the application to register the amended Strata Development Documents is not lodged with the Registrar within fourteen (14) days after passing the Special Resolution authorising the amendment of the Strata Development Documents, the Special Resolution lapses.
- (3) The amended Strata Development Documents come into force on the day the Registrar registers the amended Strata Development Documents in the Register or a later date stated in the amended Strata Development Documents.

48. Legal effect of the Strata Development Documents

Unless otherwise indicated therein, the Strata Development Documents bind each of the following—

- (a) the Association;
- (b) the Strata Lot Owner;
- (c) the occupier of a Strata Lot;
- (d) the invitee of a Strata Lot Owner or of an occupier of a Strata Lot; and
- (e) the mortgagee of a Strata Lot.

Chapter 2 - Enforcement of the Strata Development Documents

49. Compliance notices

- (1) If a Strata Lot Owner or occupier of a Strata Lot contravenes the Strata Development Documents, the Association may give notice (which must be in writing) requiring the person—
 - (a) in the case of a continuing contravention, to refrain from further contravention; and
 - (b) in any case, to take specified action to remedy the contravention within a specified period (which must be at least thirty (30) days) stated in the notice.
- (2) The Association may, in addition to or instead of taking action under subsection (1) above, apply for relief under section 50.

50. Enforcement by the Court

- (1) If a Strata Lot Owner or occupier of a Strata Lot fails to comply with a notice under section 49, the Association may file a claim before the Court for an order enforcing the Strata Development Documents.
- (2) Damages imposed by the Court under this section 50 are recoverable by the Association as a debt.

PART 6 - STRATA LOTS

51. Use of Strata Lots and Accessory Lots

- (1) The owner or occupier of a Strata Lot must not use the lot or permit its use—
 - (a) for a purpose other than a purpose for which the Strata Lot is established as indicated in the relevant registered Strata Plan;
 - (b) contrary to a restriction indicated in the relevant registered Strata Plan or the Strata Development Documents; or
 - (c) for any illegal purpose.
- (2) A Strata Lot that is designated on the Strata Plan as an Accessory Lot cannot be dealt with separately from the Principal Lot with which it is associated, and a dealing with the Principal Lot necessarily effects (without express mention) a corresponding dealing with the Accessory Lot.

52. Interest in the Association

- (1) A Strata Lot Owner's interest in a Strata Lot is inseparable from the Strata Lot Owner's interest in the Association, so that—
 - (a) a dealing with the Strata Lot affects, without express mention, such Strata Lot Owner's proportionate interest in the Association; and
 - (b) a Strata Lot Owner cannot separately deal with or dispose of the Strata Lot Owner's interest in the Association.
- (2) A Strata Lot Owner's interest in the Association shall be automatically transferred to the new Strata Lot Owner on the registration of any transfer of the applicable Owner Lot in the Register.

PART 7 - INSURANCE

53. Association taken to have insurable interest in certain property

The Association has an insurable interest in property that it is required by or under these Regulations to insure.

54. Insurance of buildings, etc., by Association

- (1) The Association for a Strata Development must procure, and at all times maintain, appropriate and adequate insurance coverage from an insurance provider licensed by the Central Bank of the UAE for—
 - (a) the buildings and any other improvements on the Common Area Lots; and
 - (b) any building divided by the Strata Plan.

(2) The policy of insurance must–

(a) cover–

- (i) damage from fire (whether deliberate or accidental), storm, tempest, explosion, equipment malfunction, or other risks prescribed by the Regulations; and
- (ii) costs incidental to the reinstatement or replacement of the buildings, including the cost of removing debris and the fees of architects and other professional advisers;

(b) provide for “replacement cost coverage”;

(c) provide for business income interruption insurance to the extent that the Association has an insurable interest in any business income; and

(d) be renewed on an annual basis prior to its expiry.

55. Strata Lot Owner or occupier may be required to comply with requirement to ensure that insurance may be obtained on reasonable terms

(1) If the Association is unable to obtain insurance for a building or part of it on reasonable terms because–

- (a) a Strata Lot Owner or occupier of a Strata Lot is carrying on a particular activity on the Strata Lot; or
- (b) work is required in relation to the Strata Lot to reduce the insurance risk to a reasonable level,

then the Association may, by written notice given to the Strata Lot Owner, require the Strata Lot Owner to cease the activity or to have certain work carried out (as the case requires) as expeditiously as necessary to allow insurance to be obtained without undue further risk.

(2) A notice under this section 55 must give the Strata Lot Owner the option of paying any additional insurance premium payable in the event of the continuance of the activity or the non-performance of the work.

56. Other insurance

(1) An Association must maintain public risk insurance (covering accidental death, personal injury and property damage) over the Common Area Lots.

(2) An Association may insure against–

- (a) loss from dishonesty, negligence or other wrongful conduct; and
- (b) other risks as reasonably required by the Association or required by the Registrar.

57. Insurance by Strata Lot Owners

- (1) A Strata Lot Owner may insure the Strata Lot for its full insurable value, including the amount secured (at the date of any future loss) by the mortgage over the Strata Lot.
- (2) When paying a claim under such a policy, the insurer must make any payments due to the mortgagees whose interests are noted in the policy in the order of their respective priorities.
- (3) Money received under such a policy of insurance is not liable to be brought into contribution with any other money received under another policy of insurance, unless the other policy is in respect of damage to the same Strata Lot and relates to the same mortgage debt.

58. Default by an Association in relation to insurance

- (1) If an Association is in breach of its obligation to take out and maintain insurance, the Strata Lot Owner or mortgagee of any Strata Lot may take out and maintain the required insurance on reasonable terms and conditions.
- (2) The insurance may be taken out in the Association's name or in the Strata Lot Owner's or mortgagee's name.
- (3) The Strata Lot Owner or mortgagee may recover the costs incurred under this section 58 from the Association as a debt (and, in the case of the owner, may set off the amount against any liabilities of the owner to the Association).

59. Production of policies of insurance for inspection

At the request of the Strata Lot Owner, the Association must allow the owner to inspect the policies of insurance currently maintained by the Association under these Regulations.

PART 8 - OFF-PLAN DEVELOPMENT PROJECTS

60. Division of an Off-Plan Project by Strata Plan

- (1) In respect of an Off-Plan Project, the Strata Developer shall be required to notify the Registrar whether it intends to—
 - (a) divide the Off-Plan Project into Strata Lots upon Building Completion;
 - (b) implement a Contractual Common Ownership Scheme; or
 - (c) will be subject to single ownership and not subdivided under a Strata Plan or Contractual Common Ownership Scheme.
- (2) If the Strata Developer of an Off-Plan Project intends to divide the Off-Plan Project into Strata Lots, the Strata Developer shall—
 - (a) submit to the Registrar, as part of its application for approval in accordance with section 3, a Draft Strata Plan showing the proposed Strata Lots for review and approval of the Registrar; and

- (b) at all times comply with these Regulations and the directions of the Registrar with respect to the preparation of the Strata Plans, the organisation of such Off-Plan Project into Strata Lots and the management of the Strata Development following completion of the Off-Plan Project.
 - (3) Where the developer of an Off-Plan Project intends to implement a Contractual Common Ownership Scheme, the developer shall submit to the Registrar details, and seek approval, of the arrangement or scheme including as to land use, sub-division and building management matters, in accordance with Part 9 of these Regulations.
- 61. Submission of Draft Strata Plan and Strata Development Documents for an Off-Plan Project**
- (1) A Draft Strata Plan lodged by a Strata Developer in respect of the Strata Development of an Off-Plan Project shall be prepared and comply with sections 9(1), (3) and (4).
 - (2) The submission and approval of the Draft Strata Plan on the Off-Plan Project Register shall not give legal effect to the Strata Plan or affect the legal subdivision of a Real Property into Strata Lots.
 - (3) The Registrar may also require the Strata Developer to submit the draft Strata Development Documents (excluding the Articles) and/or any other documents for the Registrar's review as part of the submission of the Draft Strata Plan for the Off-Plan Project.

PART 9 - OTHER CONTRACTUAL SCHEMES

62. Other contractual schemes

- (1) These Regulations do not preclude the establishment of a Contractual Common Ownership Scheme whereby–
 - (a) the owner of a Real Property holding–
 - (i) a Freehold Interest, or
 - (ii) a Leasehold Interest with a term of fifty (50) years or more,

(the “**Scheme Owner**”), conveys parts of the Real Property to multiple third party lessees (the “**Unit Lessees**”) through the grant of Leasehold Interests (or a sub-Leasehold Interest in the event the Scheme Owner only holds a Leasehold Interest) for terms of fifty (50) years or more; and
 - (b) the Scheme Owner retains and manages the remainder of the Real Property which has not been conveyed to Unit Lessees for the common use and benefit of such Unit Lessees at their cost (a “**Contractual Common Ownership Scheme**”).
- (2) No Contractual Common Ownership Scheme can be established whereby the Real Property owner proposes to divide the Real Property into freehold interests and common

use areas and in such circumstances the owner of the Real Property must apply to submit their Real Property as a Strata Development under a registered Strata Plan in accordance with the remainder of these Regulations.

- (3) Contractual Common Ownership Schemes permitted and established in accordance with these Regulations shall be enforceable between the parties thereto (and any legal successors in title thereto) on the terms set out in the Contractual Common Ownership Scheme Documentation, notwithstanding the fact that a Strata Plan may not be filed in connection with such scheme.
- (4) Contractual Common Ownership Schemes shall be subject to the prior approval of the Registrar, which includes approval of–
 - (a) the plans setting out the boundaries and location of the Leasehold Interests of part of the Real Property to be conveyed to Unit Lessees and the common use areas (and the land use and Real Property interests to be granted therein) which shall be subject to the Contractual Common Ownership Scheme, which plans shall be submitted in a form acceptable to the Registrar from time to time;
 - (b) the proposed name of the Contractual Common Ownership Scheme and any staged development to be undertaken as part of such scheme;
 - (c) details of the amenities, facilities, machinery and equipment and infrastructure forming part of such Contractual Common Ownership Scheme;
 - (d) the Contractual Common Ownership Scheme Documentation setting out the rights and obligations of the parties, the management of the scheme and detailing how any charges and assessments shall be calculated and collected between the Scheme Owner and the Unit Lessees; and
 - (e) any changes to the above (including changes in the common use areas or the grant of easements or covenants) in respect of any Contractual Common Ownership Scheme from time to time.
- (5) Any Contractual Common Ownership Scheme in which interests are being sold under Reservation Agreements or which constitutes an Off-Plan Project must also comply with the requirements of the Off-Plan Development Regulations 2024 and the Registration of Future Interests Regulations 2024 (as applicable).
- (6) The management of the Contractual Common Ownership Scheme shall be in accordance with the Contractual Common Ownership Scheme Documentation agreed between the parties thereto (and which have been approved by the Registrar in accordance with this Part 9) and such documentation must include–
 - (a) the proposed management arrangements for the Contractual Common Ownership Scheme, including how suppliers and service providers providing services to the common use areas will be appointed and by whom;
 - (b) the insurance to be procured in respect of the buildings and structures forming part of the Contractual Common Ownership Scheme, which must include insurance for the full reinstatement value of the relevant structures, public risk insurance

(covering accidental death, personal injury and property damage) over common use areas and against loss from dishonesty, negligence or other wrongful conduct in respect of the management of the Contractual Common Ownership Scheme and such other insurance coverage as a prudent land owner would deem reasonably necessary (which insurance shall be for the benefit of the relevant owners of the scheme and such other parties as may be specified);

- (c) the easements and covenants (other than statutory easements) that are to be created and to which the Contractual Common Ownership Scheme will be subject;
 - (d) details of how any expenditure will be incurred and recovered between the Scheme Owner and the Unit Lessees in connection with the management, administration and control of the scheme and the maintenance, repair, improvement or replacement of the common use areas; and
 - (e) the rules and regulations binding on the users of the Contractual Common Ownership Scheme.
- (7) The Registrar shall register the Leasehold Interests granted to Unit Lessees as part of the Contractual Common Ownership Scheme in accordance with the Real Property Regulations 2024 and may register any additional Contractual Common Ownership Scheme documentation (such as an rules and regulations, easements and covenants) in the Register on the relevant folios as it sees fit.
- (8) Notwithstanding subsection (7) above, the Registrar may request further information with respect to the management of a scheme and/or direct the parties to a Contractual Common Ownership Scheme(including the Scheme Owner from time to time) to undertake certain functions or actions with respect to the ongoing management of the scheme where the Registrar is of the opinion that the project is not being properly and fairly managed or the condition of the scheme presents or could present a threat to life or health of persons in the Abu Dhabi Global Market Area or is below the standards expected of developments in the Abu Dhabi Global Market Area.

63. Management

- (1) The service charge and/or any other assessments, fees, costs, expenses or reimbursements charged to Unit Lessees by or on behalf of the Scheme Owner with respect to the expenditure incurred in the management, administration, control, maintenance, repair, improvement or replacement of a common use areas of a Contractual Common Ownership Scheme (the “**Service Charge**”) shall be—
- (a) calculated on a fair and reasonable basis; and
 - (b) subject to the prior approval of the Registrar in accordance with sections 64 and 65.
- (2) There shall be implied in the Contractual Common Ownership Scheme easements required for the proper use of the Real Property by the Scheme Owner and the Unit Lessees including the implied easements set out in Part 11, Chapter 2 of the Real Property Regulations 2024 and the rights and obligations associated with such implied easements.

- (3) Any amendments to the Contractual Common Ownership Scheme Documentation which will adversely impact any Unit Lessees under such scheme must be expressly permitted under the Contractual Common Ownership Scheme Documentation or approved by the Unit Lessees adversely impacted, and shall be subject to the approval of the Registrar.
- (4) Any permitted amendment to the Contractual Common Ownership Scheme Documentation must be notified to the Registrar and accompanied by the prescribed fee and such supporting documentation demonstrating the authority and impact of the amendment as the Registrar may require.

64. Annual Budget

- (1) An annual budget detailing the proposed Service Charges to be charged to the Unit Lessees of the Contractual Common Ownership Scheme shall be prepared by the Scheme Owner or any manager appointed by the Scheme Owner, in accordance with the Contractual Common Ownership Scheme Documentation (including the terms of the leases), and in accordance with any requirements or guidance issued by the Registrar from time to time and submitted to the Registrar for its approval no less than sixty (60) days prior to the start of each calendar year (or such other timeframe as the Registrar may require), provided that the first annual budget detailing the Service Charge to be charged to Unit Lessees under any Contractual Common Ownership Scheme shall be prepared and submitted to the Registrar for approval–
 - (a) no less than sixty (60) days prior to the establishment of Contractual Common Ownership Scheme if the Contractual Common Ownership Scheme has not yet been established at the date these Regulations are published; or
 - (b) within sixty (60) days of the publication of these Regulations in respect of a Contractual Common Ownership Scheme that has already been established prior to the date these Regulations are published.
- (2) The Registrar shall be entitled to require revisions to the annual budget or any part thereof where the Registrar determines that it is insufficient or excessive or is otherwise not in line with these Regulations or any guidance or rules issued by the Registrar.
- (3) The Scheme Owner, or any manager of the Contractual Common Ownership Scheme appointed by the Scheme Owner, shall be entitled to submit objections on the annual budget to the Registrar and the Registrar may consider such objections and require such objections, in whole or in part, to be incorporated into the annual budget where the Registrar determines it is reasonable to do so.
- (4) The Registrar shall be entitled to engage (at the cost of the Contractual Common Ownership Scheme) or require the Scheme Owner of the Contractual Common Ownership Scheme to engage as an expense of the Contractual Common Ownership Scheme, an Auditor to review and verify the accuracy of the calculations made under the annual budget for the Contractual Common Ownership Scheme where deemed necessary by the Registrar.

65. Service Charges

The Service Charges must be approved by the Registrar as part of the approval of the annual budget for the Contractual Common Ownership Scheme prior to being levied and collected, in whole or in part, from Unit Lessees of the Contractual Common Ownership Scheme.

66. Audited Financial Statements

- (1) The Scheme Owner of the Contractual Common Ownership Scheme shall, within sixty (60) days of the end of each calendar year (or such other timeframe as the Registrar may require) and at the cost of the Contractual Common Ownership Scheme, procure the preparation of and submit to the Registrar an annual audited financial statement (in such form as may be prescribed by the Registrar from time to time) for the Contractual Common Ownership by an Auditor to verify the Contractual Common Ownership Scheme's compliance with the annual budget approved by the Registrar setting out the Service Charge charged to Unit Lessees and the provisions of these Regulations, detailing the revenues and expense of the Contractual Common Ownership Scheme for the prior calendar year, including—
 - (a) the Service Charges and any other sums levied on and collected from the Unit Lessees; and
 - (b) all expenditure incurred and expended by the Contractual Common Ownership Scheme in respect of the management, administration, control, maintenance, repair, improvement or replacement of the common use areas of the Contractual Common Ownership Scheme.
- (2) Following the Registrar's review of the audited financial statement of a Contractual Common Ownership Scheme, the Registrar may—
 - (a) request additional information and/or documents from the Scheme Owner;
 - (b) inspect the files, books and records of the Contractual Common Ownership Scheme; and/or
 - (c) appoint an Auditor to undertake an independent review and audit of the audited financial statement of the Contractual Common Ownership Scheme (which may require, if necessary, a review and inspection of the files, books and records of the Contractual Common Ownership Scheme) at the cost of the Contractual Common Ownership Scheme.
- (3) The Unit Lessees may, on written notice to the Scheme Owner, request a copy of the audited financial statement of the Contractual Common Ownership Scheme following its submission to the Registrar.

PART 10 - MISCELLANEOUS

67. Powers and protection of the Registrar

- (1) The Registrar has the power to do whatever the Registrar determines necessary to carry its functions under these Regulations.
- (2) 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.
- (3) Whenever a question arises concerning the performance of the Registrar's duties or the exercise of the Registrar's functions, the Registrar may apply to the Court for declaratory relief. The Court's decision binds the Registrar and any other parties to the case.

68. Payment of certain fees to the Registrar

The Board may make rules requiring the payment of certain fees to the Registrar. Fees received by the Registrar are to be paid into the account of the Registrar. Any fee which is owed to the Registrar under any provision made by such rules may be recovered as a debt due to the Registrar.

69. Service of notices

Unless otherwise provided in these Regulations, the Administrative Regulations 2025 or any other applicable enactment, any notice or document required or permitted to be given under these Regulations shall be served in accordance with section 159 of the Real Property Regulations 2024.

70. Registrar's directives

The Registrar has the authority to prescribe such forms as it considers necessary for the purpose of these Regulations and may approve and issue such guidance, circulars or directions as are required for the proper administration of these Regulations.

71. Apportionment of statutory charge

If a liability to a Relevant Authority exists, and the liability is a charge on the whole or part of the Site, then the charge is apportioned among the Strata Lots (or the Strata Lots in that part of the Site) in the same proportions as the Unit Entitlement of each Strata Lot bears to the total Unit Entitlement of all the Strata Lots in the Site or that part of the Site.

72. Right to file a claim before the Court

Nothing in these Regulations restricts a person from filing a claim before the Court to dispute a decision of the Registrar or otherwise enforce their rights and the Court may make any order it deems necessary and appropriate.

PART 11 - CONTRAVENTIONS

73. Contraventions and Fines

- (1) If the Registrar considers that a person has contravened a relevant requirement of these Regulations, it may take any or all of the following courses of action in relation to the person—
 - (a) it may impose on the provider any enforcement actions set out in Part 8 of the Administrative Regulations in relation to such contravention; and/or
 - (b) enter into an enforceable undertaking in accordance with section 32 of the Administrative Regulations.
- (2) Any Fine imposed by the Registrar shall not exceed the amount specified for level 9 on the Fines Scale.
- (3) If the Registrar proposes to impose any sanction pursuant to its power under this section, it must follow the procedure for Tier 1 or Tier 2 Contraventions (as applicable) in accordance with the Administrative Regulations.
- (4) The contravention by a person of any of the sections of these Regulations continues until such time as the contravention of the obligation(s) stipulated in any of these sections is rectified by such person.
- (5) Each contravention of an obligation stipulated by any section will be considered an individual offence and it will attract a separate Fine.

74. General false statement contravention

- (6) It is a contravention of these Regulations for a person knowingly or recklessly to—
 - (a) deliver or cause to be delivered to the Registrar, for any purpose of these Regulations, a document; or
 - (b) to make to the Registrar, for any such purpose, a statement,
that is misleading, false or deceptive with respect to any material matter.
- (7) A person who commits the contravention referred to in subsection (6) above may be liable for a fine of up to level 7 on the Fines Scale.

PART 12 - INTERPRETATION

75. Principles of interpretation

- (1) In these Regulations, a reference to registering an instrument or information in the folio is a reference to registering it in (or in the case of a folio kept in paper form, on) the folio of the Register for the lot or lots concerned.

- (2) In these Regulations, a reference to the “owner” or “registered owner” of Real Property (or terms of like import) shall not be deemed to imply only freehold or “fee simple” ownership interest in such real property.
- (3) In these Regulations, a reference to Real Property is a reference to Real Property located in the Abu Dhabi Global Market Area and for which a folio of the Register has been or could be created under the provisions of the Real Property Regulations.
- (4) Schedule 1 contains the standard form Model Articles.

76. Defined terms

In these Regulations, unless the context indicates otherwise, a reference to any of the following terms shall have the respective meanings set forth below–

“Abu Dhabi Global Market Area” means the land situated on Al Maryah Island, and further bounded to include Al Reem Island as described in the Cabinet of Ministers Resolution (4) of 2013, as the same may be further adjusted or modified in accordance with applicable law;

“Accessory Lot” means a Strata Lot that is intended to be used in association with the Principal Lot, for purposes such as storage or parking but not for human occupation as a residence, shop, or the like;

“ADGM Founding Law” means Law No. 4 of 2013 concerning the Abu Dhabi Global Market issued by his Highness the Ruler of the Emirate of Abu Dhabi;

“Articles” means, as the context requires, the unamended standard form Model Articles, or the Model Articles as amended and supplemented by the Association and approved by the Registrar in accordance with the terms of these Regulations;

“Association” means the management association for a Strata Development, which shall be automatically established by operation of law upon the registration of the Strata Plan under the name “Strata Association No. [●]” with the addition of the name of the Strata Development, unless otherwise approved by the Registrar;

“Association Manager” means a body corporate appointed by the Association pursuant to an Association Management Agreement to undertake the administration, management and/or control of the common property of a real property;

“Association Management Agreement” means the agreement entered into between an Association Manager and an Association for the administration, management and/or control of the common property of a Real Property by the Association Manager, in accordance with the requirements of the Off-Plan and Real Property Professionals Regulations 2024;

“Auditor” means an auditor registered on the Register of Auditors maintained by the Registrar;

“Board of Directors of the Association” means the Board of Directors and the New Board of Directors elected in accordance with these Regulations to undertake the supervision and governance of the affairs and functions of the Association;

“Boundary Structure” means a wall, floor, ceiling or fence separating a Strata Lot from another Strata Lot;

“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 Authority permitting permanent occupation of such real property;

“Common Area Lot(s)” has the meaning set forth in section 1(2) and, for the avoidance of doubt, is a type of Strata Lot;

“Contractual Common Ownership Schemes” has the meaning set forth in section 62(1)(b);

“Contractual Common Ownership Scheme Documentation” means the documentation governing the management, administration and control of the Contractual Common Ownership Scheme (including the incurrence and recovery of expenditure relating to the scheme) and regulating the relationship between the parties thereto;

“Court” means any of the courts established pursuant to Article 10 of the ADGM Founding Law;

“Disclosure Statement” means a statement providing, as applicable, the following information and disclosures in respect of the Strata Development (which must be approved by the Registrar)–

- (a) details of the subdivision of the Strata Development into Strata Lots and the Real Property interests granted (or to be granted following Building Completion) in the Strata Development;
- (b) details of the proposed management arrangements governing the Common Area Lots (including any special management arrangement and brand standards);
- (c) the anticipated commencement and handover dates of the components of the Strata Development;
- (d) a copy of the master community declaration issued by the master developer;
- (e) information on any features, equipment or services forming part of the Strata Development intended to reduce the overall impact of the Strata Development on the environment (both during construction (if applicable) and after Building Completion is achieved), including without limitation– (i) the use of efficient, green and/or eco-friendly materials, sustainable technologies and/or other measures in the construction of the Strata Development; (ii) the installation of equipment, technologies and other systems intended to increase the Strata Development’s energy efficiency and/or reduce the Strata Development’s water footprint; and (iii) any other features required to meet any applicable mandatory sustainable building requirements imposed by a Relevant Authority from time to time; and

- (f) the measure of any sustainable environmental development applied to the Strata Development, including specifics of the Relevant Authority;
- (g) such other disclosures required by the Registrar;

“Draft Strata Plan” means a Strata Plan prepared in respect of an Off-Plan Project;

“Extraordinary Resolution” means a resolution—

- (a) passed at a duly convened meeting of the Strata Lot Owners by Strata Lot Owners owning at least ninety percent (90%) of the total Strata Lots held by the Strata Lot Owners present and entitled to vote at the meeting; or
- (b) in the absence of a meeting, a written consent duly executed by Strata Lot Owners owning at least ninety percent (90%) of the total Strata Lots of the Strata Development;

“Fines Scale” means the fines scale as set out in Schedule 1 of the Administrative Regulations 2025;

“Freehold Interest” means a freehold interest in land as described in section 1 of the Real Property Regulations 2024;

“General Fund” means a fund established by an Association to meet recurrent and non-capital expenditure by the Association in respect of the day-to-day management, administration and control of the Association and the Common Area Lots;

“Leasehold Interest” means a leasehold interest as described in section 1 of the Real Property Regulations 2024;

“Limited Common Area Lots” has the meaning set forth in section 11(2)(c);

“Lot Assessment” means the assessments on individual Strata Lots within a Strata Development that may be levied by an Association from time to time to meet anticipated expenditures and as permitted under these Regulations;

“Management Functions” means the day-to-day administration of the Association and the management of the Association’s functions;

“Model Articles” means the standard form articles of the Associations appended at Schedule 1 of these Regulations;

“mortgage” includes a charge on a Strata Lot or an interest in a Strata Lot for securing a debt or any other obligation;

“New Board of Directors” has the meaning ascribed to it section 32 (5) (a);

“Off-Plan Project” means the development of Real Property in the Abu Dhabi Global Market Area 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 for Off-Plan Projects established and administered in accordance with the Off-Plan Development Regulations 2024;

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

“Off-Plan Sale” means the sale of a future interest in Real Property where the building, unit or other permanent physical structure which shall be located on the Real Property has not yet been developed or is under development;

“Ordinary Resolution” means a resolution–

- (a) passed at a duly convened meeting of the Strata Lot Owners by Strata Lot Owners owning a majority of the total Strata Lots held by the Strata Lot Owners present and voting at the meeting; or
- (b) in the absence of a meeting, a written consent duly executed by Strata Lot Owners owning a majority of the total Strata Lots of the Strata Development;

“Owner Lot” has the meaning set forth in section 1(2);

“Principal Lot” means the lot with which an Accessory Lot is associated;

“Real Property” means– (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) any interest therein;

“Register” means the registry of Real Property interests maintained by the Registrar pursuant to the ADGM Founding Law and the Real Property Regulations 2024;

“Register of Future Interests in Real Property” means the register established pursuant to the Registration of Future Interests Regulations 2024;

“Register of Surveyors” means the register of surveyors established pursuant to the Off-Plan and Real Property Professionals Regulations 2024;

“Relevant Authority” means any UAE or Emirate of Abu Dhabi governmental or regulatory authority;

“Reservation Agreement” means any option agreement, agreement to lease, agreement to purchase, reservation agreement or any other agreement that intends to reserve or allocate a future interest in Real Property located within the Abu Dhabi Global Market Area but does not create an interest in Real Property at the time of its execution;

“Reserve Fund” means the fund to be established by the Association in respect of emergency, one-off, non-recurrent or capital expenditure by the Association not associated with the day-to-day management, administration and control of the Association and the Common Area Lots;

“Reserve Fund Study” means the detailed study prepared by a Surveyor in accordance with section 36(2)(a);

“Scheme Owner” has the meaning set forth in section 62(1)(a);

“Service Charge” has the meaning set forth in section 63(1);

“Service Infrastructure” means cables, wires, pipes, sewers, drains, ducts, plant and equipment by which– (a) water, gas, electricity, heating, or conditioned or unconditioned air is supplied to a Strata Lot or the Common Area Lots; (b) a Strata Lot or part of the Common Area Lot is connected to a telephone, fax, cable television or other telecommunication service; (ci) a Strata Lot or part of the Common Area Lot is connected to a sewerage or drainage system; (d) a system for the removal or disposal of waste is provided; (e) a system designed for fire safety for more than one Strata Lot or for the Common Area Lots is provided; or (f) other systems or services designed to improve the safety, security or amenity, or enhance the enjoyment, of the Strata Lots or the Common Area Lots are provided;

“Site” means the whole of the Real Property included in a Strata Plan or a Staged Strata Development plan (including all Strata Lots);

“Special Resolution” means a resolution passed–

- (a) at a duly convened meeting of the Strata Lot Owners by Strata Lot Owners owning at least seventy-five percent (75%) of the total Strata Lots held by the Strata Lot Owners present and entitled to vote at the meeting; or
- (b) in the absence of a meeting, a written consent duly executed by Strata Lot Owners owning at least seventy-five percent (75%) of the total Strata Lots of the Strata Development;

“Special Strata Developer Rights” means rights reserved for the benefit of a Strata Developer (or any affiliate thereof) to, among other things, as part of the approved Strata Plan– (a) complete improvements; (b) exercise any development rights; (c) maintain sales offices, management offices, signs advertising the Strata Development, and models; (d) use easements through the Common Area Lots for the purpose of making improvements within the Strata Development; (e) appoint or remove any officer or member of a committee of management or similar governing body; (f) appoint or control the manager of the Strata Development; (g) appoint or control supply, material or labour agreements with respect to the Strata Development; or (h) perform any acts reasonably necessary to complete a Staged Strata Development, if applicable;

“Staged Strata Development” has the meaning set forth in section 2(1);

“statutory easement” means an easement under section 14;

“Strata Developer” means the person who is either– (a) the registered owner of Real Property within the Abu Dhabi Global Market Area which is proposed to be subject to strata ownership under a Strata Plan; or (b) in respect of a Strata Development under construction, has been granted a future interest in the Real Property by the registered owner which is registered under the Register of Future Interests and who is authorised to act as the developer of the Real Property which is to be subject to strata ownership under a Strata Plan submitted to the Registrar for approval and/or registered on the Register;

“Strata Development” means the complex of Strata Lots (together with the system of administration and management set out under the Strata Development Documents)

created on the registration of a Strata Plan, and includes any Staged Strata Development where applicable;

“Strata Development Documents” means with respect to a Strata Development, the Articles and any disclosure statement, Strata Management Statement, or similar document applying to the Strata Development and which will be registered against the applicable lots;

“Strata Lot(s)” has the meaning set forth in section 1(2);

“Strata Lot Owner” means the owner of a Strata Lot from time to time;

“Strata Management Statement” means a statement setting out the rights and obligations of the owners and occupiers of Strata Lots and the Association in respect of the use, operation, management, control, maintenance and repair of the Strata Development (including the incurrence and recovery of expenditure relating to the Strata Development), which may comprise—

- (a) a single Strata Management Statement for the entire Strata Development; or
- (b) multiple Strata Management Statements to address different levels and/or components of the Strata Development;

“Strata Plan” means a plan for strata ownership in a Strata Development dividing Real Property into Strata Lots and Common Area Lots which is prepared and registered in accordance with these Regulations;

“unanimous resolution” means a resolution passed—

- (a) at a duly convened meeting of the Strata Lot Owners by one hundred percent (100%) of the Strata Lot Owners present and entitled to vote at the meeting; or
- (b) in the absence of a meeting, a written consent duly executed by one hundred percent (100%) of the Strata Lot Owners;

“Unit Entitlement” has the meaning set forth in section 17; and

“Unit Lessees” has the meaning set forth in section 62(1)(a).

PART 13 - GENERAL

70. Date of commencement

- (1) These Regulations shall come into force on the date of their publication.
- (2) The Board may by rules make any transitional, transitory, consequential, saving, incidental or supplementary provision in relation to the commencement of these Regulations as the Board thinks fit.

71. Short Title

- (1) These Regulations may be cited as the Strata Regulations 2026.
- (2) The Strata Title Regulations 2015 are repealed.

72. Application of the Regulations

These Regulations apply to Real Property within the Abu Dhabi Global Market Area.

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