

Annex A

REAL PROPERTY REGULATIONS [•]

GLOBAL MARKET REAL PROPERTY REGULATIONS

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PART 1— REAL PROPERTY INTERESTS AND CONVEYANCES GENERALLY

Chapter 1— Types of Real Property Interests.

1. Types of Real Property Interests

The following interests in real property shall be recognized in the ADGM:

- (1) Freehold interests in land, which shall be subject to the real estate laws of the Emirate of Abu Dhabi and all of its implementing resolutions, and shall not be subject to these Regulations.
- (2) Non-freehold interests in real property, including the following interests, which shall be subject to these Regulations:
 - (a) Life estate – An interest in real property that gives a person (the life tenant) the right to use and occupy the real property until the death of the life tenant or a third party, at which point ownership may revert to the original owner or pass to another person (the remainderman) as further provided in Part 5 of these Regulations.
 - (b) Future interests – Interests in real property that become effective at a future date, including the following and as further provided in Part 5 of these Regulations:
 - (i) Reversion interest – A right by the grantor of a fee simple interest to the return of the fee simple interest upon the occurrence of a future event that is certain to occur; provided, however, that any reversion event that constitutes a Freehold Land Transfer Transaction shall be subject to subsection (1) above.
 - (ii) Possibility of reverter – A right by the grantor of a fee simple determinable interest (or such grantor’s heirs) to the return of the fee simple interest upon the occurrence of a stated condition; provided, however, that, if the reversion event shall be a Freehold Land Transfer Transaction, subsection (1) above shall apply thereto.
 - (iii) Right of entry (or power of termination) – A right by the grantor of a fee simple subject to condition subsequent interest (or a third party) to repossess or terminate such interest upon the occurrence of a stated condition; provided, however, that, if, upon the occurrence of the termination event, such interest in real property shall convert to a freehold interest in land, subsection (1) above shall apply thereto.
 - (iv) Remainder interest – A right of a person to receive the residue and remainder of a real property following the termination of a life estate or a leasehold interest; provided, however, that upon the maturity of

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the remainder interest, if the remainder interest relates to a freehold interest in land, subsection (1) above shall apply thereto.

- (v) Executory interest – A future interest held by a third party that is not one of the interests described in the foregoing subsections (a), (b), (c) and (d); provided, however, that upon the occurrence of the executory event, if the executory event relates to a freehold interest in land, subsection (1) above shall apply thereto.
- (c) Joint Estates – Interests in real property held by more than one person simultaneously as described in Part 5 of these Regulations, including the following:
 - (i) Joint tenancy – Two or more persons’ (joint tenants) ownership of a real property interest on an undivided basis and with right of survivorship.
 - (ii) Tenancy in common – Two or more persons’ (tenants in common) ownership of a real property interest in shares agreed among themselves, each tenant in common having the right to possess the entire real property interest.

provided, however, that any freehold interest in land held jointly shall be governed by subsection (1) above.

- (d) Leasehold – An interest in real property that give a person (the tenant) the right to use and occupy real property owned or leased by another person (the lessor) pursuant to the terms and provisions of a lease as described in Part 8 of these Regulations. A leasehold interest shall include one or more sub-leasehold interests arising under a leasehold interest (and successive sub-leasehold interests of such sub-leasehold interests, at any tier of ownership).
- (e) Mortgage – An interest in real property held by a lender (mortgagee) as security for repayment of indebtedness, where default under that indebtedness entitles the mortgagee to foreclose on the real property pursuant to the terms and conditions of the mortgage instrument and other documentation relating to the indebtedness and as described in Part 9 of these Regulations; provided, however, that subsection (1) above shall apply to the foreclosure by the mortgagee on a freehold interest.
- (f) Statutory Charge – A statutory charge established by or under applicable law that imposes a restriction on the use of or dealing with the real property as described in Part 10 of these Regulations.
- (g) Easement – An interest in real property consisting of a non-possessory right of use or entry or benefit (such as light and air) in favor of the owner of one parcel of real property (the dominant tenement) over another parcel of real property (the servient tenement) as described in Part 11 of these Regulations.

- (h) Covenant – An agreement by the owner of a fee simple interest for the benefit of another person that something is done, will be done, or will not be done in relating to the applicable real property which is intended to bind and burden the applicable real property and as further described in Part 12 of these Regulations.

Chapter 2— Types of Conveyances.

2. Types of Conveyances

The following conveyances of interests in real property shall be recognized in the ADGM; provided, however, that, subsection (1) of Part 1, Chapter 1 hereof shall exclusively govern any of the following to the extent they constitute a Freehold Land Transfer Transaction.

- (1) A sale of any real property interest described in subsections (2)(a), (b), (c), (d), (g) or (h) of Part 1, Chapter 1, Section 1 of these Regulations (or an assignment or termination thereof in whole or in part).
- (2) A gift of any real property interest described in subsections (2)(a), (b), (c), (d), (g) or (h) of Part 1, Chapter 1, Section 1 of these Regulations.
- (3) The taking effect of any future interest described in Part 1, Chapter 1, Section (2)(b) of these Regulations.
- (4) A mortgage of real property (or foreclosure or discharge thereof in whole or in part) as described in Part 1, Chapter 1, Section (2)(e) of these Regulations.
- (5) A statutory charge with respect to any real property as described in Part 1, Chapter 1, Section (2)(f) of these Regulations.
- (6) A caveat with respect to any real property as described in Part 16 of these Regulations.
- (7) A conveyance of real property pursuant to powers of eminent domain as further described in Part 7 of these Regulations.

Chapter 3— Registrable Interests and Conveyances.

3. Registrable Interests and Conveyances

- (1) The following matters shall be registrable in the Register as further described in Part 6 and elsewhere in these Regulations –
 - (a) Any interest in real property described in Chapter 1 above.
 - (b) A certificate or other instrument evidencing any of the conveyances described in Chapter 2 above.
 - (c) Registrations of personal representatives or of records of death of a registered owner of real property as described in Part 4 of these Regulations.

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- (d) A writ of execution in real property (or cancellation, discharge or satisfaction thereof).
- (2) In addition, all Freehold Land Transfer Transactions and other matters pertaining to freehold interests in real property that are to be registered shall be registered in the Municipality of Abu Dhabi or elsewhere as provided in the land registration laws of the Emirate of Abu Dhabi and any related implementing resolutions.
- (3) In the event that, with respect to any question of ownership of any freehold interest in real property, there shall be a conflict between the register of the Municipality of Abu Dhabi and the Register created hereunder, the former shall control to the extent of such inconsistency.

Chapter 4— General Principles

4. General Principles

- (1) Rule Against Perpetuities – Subject to subsection (4) below, a nonvested real property interest is invalid unless:
 - (a) when the interest is created, it is certain to vest or to terminate within the lifetime of an individual then alive or within 21 years after the death of that individual; or
 - (b) the interest either vests or terminates within 90 years after its creation.
- (2) Covenants Against Public Policy Void – Subject to subsection (4) below, any covenants affecting real property which are adjudged by the Court to violate the public policy of the ADGM, the Emirate of Abu Dhabi or the UAE shall be void and of no force or effect.
- (3) Life Estates – Subject to subsection (4) below, in the case of any life estate, the life tenant is prohibited from laying waste to the real property subject to the life estate. Waste does not include reasonable wear and tear.
- (4) Overall Limitation – The General Principles set forth in this Chapter 4 shall, for avoidance of doubt, not apply to Freehold Land Transfer Transactions or otherwise to freehold interests in real property, as to which subsection (1) of Chapter 1, Part 1 of these Regulations will apply.

PART 2— ADMINISTRATION

Chapter 1— Appointment of the Registrar

5. Appointment of the Registrar and other officers

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- (1) The Registration Bureau has been created as a department of the Global Market pursuant to Article (10) of the Founding Law.
- (2) The Board of Directors shall appoint the Registrar and may dismiss such person from the office of the Registrar from time to time, with or without cause.
- (3) The Registrar shall exercise the duties and powers provided in Article (11) of the Founding Law, as supplemented by these Regulations.
- (4) A person dealing with the Registrar's office may assume that acts done or records made have been done or made within authority.

6. Seal of Office

- (1) The Registrar has a seal of office, bearing the words "Registration Bureau".
- (2) Unless the contrary is shown, a document purporting to be issued by the Registrar and bearing the Registrar's seal or a likeness of that seal is to be taken to be issued by the Registrar's direction.

Chapter 2— Establishment of Register

7. Registrar shall establish and keep a real property register

The Registrar shall establish and keep the Register.

8. Contents of Register; Global Market Survey

- (1) The Register consists of:
 - (a) folios;
 - (b) registered instruments;
 - (c) information registered by the Registrar in accordance with Sections 9 and 10; and
 - (d) documents lodged with the Registrar that are not required to be registered.
- (2) The Register may be kept in any form (documentary or otherwise) the Registrar from time to time determines appropriate, including in the form of electronic files.
- (3) The lots comprising the Global Market Area shall be defined by way of a Global Market Survey to be commissioned by the Registrar, and which may, at the Registrar's election, be completed at once or in phases.

PART 3— THE REGISTER

Chapter 1— General

9. Information the Registrar shall register

- (1) The Registrar shall register in the Register the information necessary to identify:
 - (a) every folio, and the lot or lots to which each such folio corresponds;
 - (b) every instrument registered by the Registrar, and the date and time it was registered;
 - (c) every instrument lodged with the Registrar, and when it was lodged; and
 - (d) the name of each present and past registered owner and the nature of their interest.
- (2) The Registrar shall also register in the Register anything else required to be registered in it by this Regulation.

Chapter 2— Registration of instruments

Duty to create instrument and lodge for registration

- (1) A person who Conveys real property shall ensure that:
 - (a) the Conveyance is embodied in an instrument in the appropriate approved form; and
 - (b) the execution and delivery of the instrument by that person is in accordance with these Regulations.
- (2) A person in whose favour real property is Conveyed of:
 - (a) shall ensure that the Conveyance is embodied in an instrument in the appropriate approved form;
 - (b) shall ensure that the execution and delivery of the instrument by that person is in accordance with these Regulations; and
 - (c) shall do their best to ensure that:
 - (i) all necessary consents or approvals required for registration are obtained; and
 - (ii) if those consents or approvals are obtained, the instrument is lodged for registration as soon as practicable after completion of the transaction that gave rise to the Conveyance.
- (3) This Section applies to all Conveyances of real property, unless:

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- (a) no folio or lot has yet been established for the real property which is the subject of the Conveyance;
 - (b) there is no appropriate approved form; or
 - (c) the interest is a leasehold interest for a term not exceeding 1 year (disregarding any option to renew).
- (4) Where subsection (3)(a) applies, but the transaction is to be completed or finalized by the taking of a further step for which there is an appropriate approved form, then on the taking of that step the obligations under subsections (2) and (3) apply in relation to that approved form.

10. Registrar's duty to register instruments

- (1) Subject to Section 12(2), if a person lodges for registration an instrument that affects real property and that is in approved form, the Registrar shall register it.
- (2) No instrument of title or other real property interest which is made for consideration may be registered unless and until the Registrar determines that the entire purchase price transfer from transferor to transferee, directly or indirectly, has been effected.
- (3) An instrument is in approved form if it relates to one or more lots (but not partial lots) and complies with the requirements of these Regulations for registration.
- (4) Subsection (1) does not prevent a person from withdrawing an instrument lodged for registration before it is registered.
- (5) The Registrar shall record any disposition shown on any deed ordered by a Court.

11. Registrar shall give distinguishing reference to each registered instrument

- (1) On registering an instrument affecting real property, the Registrar shall:
 - (a) give the instrument a distinguishing reference sufficient to identify it; and
 - (b) register the reference in the folio for the lot or lots concerned.
- (2) An instrument is registered when the Registrar registers the distinguishing reference in the folio.

12. Order of registration of instruments

- (1) Instruments that are in approved form shall be registered in the order in which they are lodged for registration.
- (2) For the purposes of subsection (1), an instrument that is lodged for registration but is later withdrawn before registration or rejected by the Registrar, is not lodged until it is relogged.

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- (3) Despite subsection (1), if an instrument (“instrument 2”) affecting a lot is lodged after another instrument (“instrument 1”) affecting the lot, instrument 2 may be registered before instrument 1 if the registration of instrument 2 cannot affect any interest that a person might claim under instrument 1.

13. Registered owner may be a body corporate or other form of legal entity

The registered owner of an interest in real property may be a natural person, a body corporate or another form of legal entity recognized under the Global Market Regulations, provided that any body corporate or other form of legal entity be properly registered under Global Markets Regulations at the time of the original registration.

14. Registration after death of party executing instrument

The death of a person after signing an instrument but before the instrument is registered, does not, of itself, prevent registration of the instrument.

15. Priority of registered instruments

Registered instruments have priority according to when they were registered, not according to when they were executed or delivered.

16. Instrument of subordination

- (1) A registered interest may, by a registered instrument of subordination executed by all parties to the interest, be subordinated to any other registered interest.
- (2) On registration of the instrument, the parties’ interests rank in priority in the order expressed in the instrument.

17. Conclusive evidence of information in Register

The information about a registered instrument registered in the Register is conclusive evidence of:

- (a) the registration of the instrument;
- (b) when the instrument was registered; and
- (c) the contents of the instrument.

Chapter 3— Consequences of registration

18. Need for registration

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Subject to these Regulations, an instrument which is required to be registered does not Convey an interest in real property until the instrument is registered.

19. Effect of registration on interest

On registration of an instrument that is expressed to transfer or create an interest in real property, the interest:

- (a) is transferred or created in accordance with the instrument; and
- (b) vests in the person identified in the instrument as being entitled to the interest.

20. Consideration not needed

The benefits of registration apply to an instrument whether or not valuable consideration is given.

21. Conclusive effect of registration

Subject to these Regulations, the registration of a person as owner of an interest in real property is conclusive evidence that:

- (a) the person is the owner of that interest; and
- (b) the person's title to that interest is indefeasible (unless the Register expressly specifies that such title is defeasible).

22. Quality of registered interests

- (1) A registered owner holds the registered interest subject to all prior interests registered in the folio for the relevant lot but free from all other interests.
- (2) In particular, neither the registered owner nor any person relying upon a certificate issued by the Registrar showing the registered owner of real property:
 - (a) is not affected by actual or constructive notice of any unregistered interest affecting the lot;
 - (b) is not affected by any interest that, but for these Regulations, might be held to be paramount or to have priority;
 - (c) is not affected by any error or informality in any application or proceedings; and
 - (d) is not liable to proceedings for possession unless the proceedings are brought by a person claiming a registered interest in the lot.
- (3) However, subsections (1) and (2) do not apply:

- (a) to an interest or matter mentioned in Section 25;
- (b) if there has been fraud by the registered owner in acquiring or holding the interest;
or
- (c) if the Registrar has reasonable suspicion that either the motivation or intent of either the transferor or the transferee in engaging in the underlying transaction was to participate in or further any money laundering or terrorism financing scheme.

23. Exceptions to Section 22

A registered owner nor any person relying upon a certificate issued by the Registrar showing the registered owner of real property does not obtain the benefit of Section 22 in relation to the following interests or rights affecting the lot:

- (a) any exceptions, reservations, obligations or conditions that are customarily imposed on, or that are contained in, any disposition or grant by the Ruler;
- (b) any easement or public right of way in existence when the real property became governed by these Regulations;
- (c) any right in favour of any Relevant Authority;
- (d) any easement implied under Sections 69 and 70;
- (e) any statutory charge under Section 65;
- (f) any matter registered by the Registrar under Section 9;
- (g) an equitable obligation binding the registered owner as a result of the registered owner's conduct;
- (h) subject to Section 43, the interest of a lessee in actual possession under a lease for a term (excluding any option to renew) not exceeding 4 years;
- (i) the interest of another registered owner, if 2 or more persons are registered as owners of the same interest (in which case the earliest-registered interest prevails).

24. No title by adverse possession

A person does not acquire any right or title to real property by any length of adverse possession.

Chapter 4— Unregistered interests

25. Nature and priority of unregistered interests

- (1) Nothing in these Regulations prevents an unregistered instrument from operating as a contract or being otherwise enforceable according to its terms.
- (2) The lodgement of an instrument in approved form has the same effect as the lodgement of a caveat protecting the interest claimed under that instrument.
- (3) The benefit of subsection (2) is lost if the instrument is withdrawn from registration.

PART 4— INITIAL REGISTRATION OF REAL PROPERTY AND TITLES

Chapter 1— General

26. Creation of folio of Register

This Part sets out the circumstances in which folios are created in relation to real property.

Chapter 2— Conveyance after commencement of these Regulations

27. Conveyance occurring after commencement of these Regulations

Whenever, after these Regulations come into force, the owner of an interest in real property Conveys that real property, the Registrar shall, immediately following the subject Conveyance, create a folio for each lot comprised in the real property.

Chapter 3— Conveyance occurring before commencement of these Regulations

28. Conveyance occurring before commencement of these Regulations

Whenever, before these Regulations came into force, the owner of an interest in real property had Conveyed that real property to a third party, the Registrar:

- (a) may, on the Registrar’s own initiative, create the folio for each lot comprised in the real property; or
- (b) shall create a folio for each lot comprised in the real property following a primary application under Sections 25 or 26, if the requirements of those Sections are satisfied.

29. Creation of folio on the Registrar’s initiative

- (1) Before creating a folio on the Registrar’s own initiative under Section 24(a), the Registrar shall:
 - (a) notify the person who, from records available to the Registrar, appears to be the freehold owner of the land; (whose freehold ownership interest is, for avoidance of doubt, subject solely to the requirements of the laws of the Emirate of Abu Dhabi) and
 - (b) require that person to produce for cancellation all title documents substantiating ownership of the real property.
- (2) The owner’s inability or refusal to produce the documents in subsection (1)(b) does not prevent the Registrar from creating the folio.

30. Creation of folio on primary application: general

- (1) Unless within 180 days after these Regulations come into force the Registrar has made a notification under Section 29(1)(a) as to any given lot, the persons listed in subsection (2) shall, on or prior to the first (1st) anniversary of the coming into force of these Regulations, lodge a primary application with the Registrar to create a folio.

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- (2) The persons are:
 - (a) the person claiming to be the freehold owner of the real property; or
 - (b) the persons who collectively claim to be the freehold owners of the real property.
- (3) The persons in subsection (2) may, before lodging the primary application, ask the Registrar to advise whether the Registrar intends to create a folio on the Registrar's own initiative under Section 28(a). If the Registrar replies in the affirmative, those persons need not lodge a primary application.
- (4) A primary application shall be:
 - (a) in the form required by the Registrar; and
 - (b) accompanied by title documents and other evidences the Registrar may require.
- (5) The Registrar may:
 - (a) require the applicant to advertise or otherwise notify persons that the application has been made; and
 - (b) refer the application to a legally qualified person to investigate the title of the applicant or applicants.
- (6) If the Registrar determines that the applicant is the freehold owner of the real property, or that the applicants collectively are the freehold owners of the real property or the owner of a leasehold interest with real property with a term of one (1) year or more (excluding any renewal options), the Registrar shall grant the application by creating a folio.

31. Cancellation of title documents

On creating a folio on a primary application, the Registrar:

- (a) may cancel all prior title documents or may return them to the person from whom the Registrar received them; and
- (b) shall not destroy the documents without the consent of the Board of Directors.

Chapter 4— Information to be included in folio of Register

32. Information to be included in folio

- (1) When creating a folio, the Registrar shall register in the folio:

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- (a) as the freehold land owner, the person or persons whom the Registrar determines to be entitled to be registered as the freehold land owner (but, for avoidance of doubt, such freehold ownership interests in land shall be solely subject to the requirements of the laws of the Emirate of Abu Dhabi); and
 - (b) as the owner of any other interest affecting the lot that is apparent to the Registrar or that is later brought to the Registrar's attention under this Section, the person whom the Registrar determines to be entitled to be registered as an owner of that interest.
- (2) Further, when creating a folio, the Registrar shall, if it is the fact, register in the folio that ownership of the lot:
- (a) may be subject to the benefits and burdens created under any building sales agreement, co-owners association constitution, master community declaration, or similar document applicable to the lot; and
 - (b) may include a proportionate interest in any common property associated with the development of which the building forms part.

PART 5— JOINT HOLDERS

33. Registering life interests, reversions and remainders

The Registrar may register an interest for life and an interest in reversion or remainder.

34. Registering co-owners

In the case of all non-freehold interests in real property:

- (1) When registering persons as co-owners of real property or an interest therein, the Registrar shall register whether they hold as tenants in common or as joint tenants.
- (2) Unless the Registrar registers otherwise, tenants in common are presumed to hold in equal shares.
- (3) If an instrument does not show whether co-owners hold as tenants in common or as joint tenants, the Registrar shall register them as tenants in common in equal shares.
- (4) Where a body corporate is a joint tenant of real property at the time of its dissolution, the real property devolves on the other joint tenant or joint tenants.

35. Severing joint tenancy

In the case of all non-freehold interests in real property:

- (1) A joint tenant of real property may unilaterally sever the joint tenancy by registered transfer to himself or herself.
- (2) The Registrar shall not register the transfer unless the Registrar determines that a copy of the transfer was served on all other joint tenants at least 30 days before the transfer was lodged for registration.
- (3) On registration of the transfer, the joint tenancy is severed as regards the interest so transferred.
- (4) This Section does not limit other ways in which a joint tenancy may be severed.
- (5) Upon severance, the interests of former joint tenants shall be converted to a tenancy in common with each tenant in common owning an equal undivided fractional share of the total interests.

PART 6— TRANSFERS

36. Registering transfer

In the case of all non-freehold interests in real property:

- (1) Subject to subsections (2) and (3), real property, or a registered interest in real property, may be Conveyed by registering a transfer.
- (2) Except as provided in these Regulations, a part of a lot cannot be transferred apart from the rest of the lot of which it is a part.
- (3) Subsection (2) does not prevent the acquisition of a part of a lot by a Relevant Authority or the approval of a subdivision by a Relevant Authority.

37. Effect of registration of transfer

In the case of all non-freehold interests in real property:

- (1) On the registration of a transfer, all the transferor's rights, powers, and privileges in relation to the real property or the interest in the real property vest in the transferee.
- (2) On the registration of a transfer, all the transferor's obligations in relation to the real property or the interest in the real property are assumed by the transferee, without, however, releasing the transferor from such obligations.
- (3) The foregoing provisions of this Section shall not limit the ability of the parties to a transfer to allocate risk and responsibility as between themselves in connection with the transfer.

38. Merger

In the case of all non-freehold interests in real property:

Where on registration the interests of lessor and lessee vest in the same person, no merger occurs unless the lessor and lessee evidence a contrary intention in the instrument of transfer.

PART 7— EMINENT DOMAIN

39. Court to compensate on just terms

In the case of all non-freehold interests in real property:

If real property is acquired from a person by a public authority, and the Global Market Regulations do not provide the person with compensation on just terms, then the Court is to provide the person with compensation on just terms.

40. Transfer under statutory vesting or grant

In the case of all non-freehold interests in real property:

- (1) If real property has become vested in a person or public authority by or under the Global Market Regulations, the Registrar:
 - (a) shall register in the Register any entries in relation to the real property that the Registrar determines necessary in connection with the vesting; and
 - (b) may cancel or create folios as the Registrar determines appropriate in consequence of the vesting.
- (2) The Registrar may exercise the powers conferred by subsection (1):
 - (a) on application; or
 - (b) on the Registrar's own initiative.

PART 8— LEASES

41. Lease of real property

- (1) Real property may be leased in the Global Market for up to 99 years.
- (2) A lease may comprise one or more lots.
- (3) Where the initial term of the lease (excluding any option to renew) exceeds 1 year, the lease shall be registered. A lease for any other term may (but need not) be registered.

42. Unregistered lease

- (1) A lessor shall, within 28 days of the date on which the lease is entered into, notify the Registrar of the identity of the lessee and provide any other details the Registrar requires.
- (2) A lessor complies with subsection (1) if the lease is lodged for registration, in approved form, within 28 days of the date on which the lease was signed by all parties to it.
- (3) A lease other than in accordance with the provisions of this Section for a term that does not exceed 1 year (excluding any option to renew) shall be enforceable as between the parties to the Lease.

43. Requirements for lease to be registered

In order to be registered, a lease shall include a description sufficient to identify each lot or part lot to be leased, the landlord, the tenant, the term (including any renewals), the commencement date, and any applicable option to renew, purchase, or expand, such as rights of first offer or refusal. A memorandum of lease may be registered in lieu of a complete lease provided that it includes all of the elements listed in the previous sentence. Any lease or memorandum thereof which includes such elements shall be deemed to be an approved form of lease for all purposes.

44. Variation of registered Lease

- (1) A registered lease may be varied by registering an instrument of variation of the lease.
- (2) However, the instrument of variation shall not:
 - (a) add or remove a party to the lease; or
 - (b) be lodged after the term of the lease (including as extended by any option to renew) has expired.
- (3) A lease as varied by registration of an instrument of variation continues in force according to its terms and is not surrendered by virtue of the variation.
- (4) This Section does not limit other ways in which a lease may be varied.

45. Whether lease, or variation of lease, binds mortgagee

- (1) A lease, or a variation of a lease, executed after the registration of a mortgage, does not bind the mortgagee unless the mortgagee consents to the lease or variation or the Lease or variation thereof does not require the mortgagee's consent.
- (2) The Registrar may require evidence of the mortgagee's consent and may register the fact of the consent in the folio.

46. Expiry of lease

The Registrar may register in the folio that a registered lease has expired and shall do so upon the request of the lessor or lessee accompanied by evidence of such expiration acceptable to the Registrar.

47. Termination of lease following lessee's default

- (1) The Registrar may register in the folio that the lessor has terminated a registered lease following the lessee's default and shall do so upon the request of the lessor or lessee.
- (2) Before registering the termination, the Registrar may require a determination from the Courts that the termination was lawful.
- (3) In the event that a non-disturbance instrument has been registered as to any registered mortgagee of the lease or registered sublessee of the lease, the Registrar shall not register the termination unless the Registrar has confirmed that any notice and cure requirements for the benefit of such mortgagee or sublessee have expired and that no other mortgagee or sublessee protections set forth in the non-disturbance instrument apply. Each non-disturbance instrument shall be in approved form.
- (4) The registering of the termination does not release the lessee from liability for breach of a covenant, either express or implied, in the lease.
- (5) After the termination of a registered lease containing an option to renew or purchase:
 - (a) the Registrar need not enquire whether the option has been exercised; and
 - (b) a person dealing with the lessor need not enquire whether any unregistered interest has been created in exercise of the option.

48. Surrendering a lease

- (1) A registered lease may be wholly or partly surrendered by registering a surrender of the lease executed by the lessor and the lessee.
- (2) However, the Registrar shall not register the surrender unless every registered mortgagee of the lease and registered sublessee consents.

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- (3) On registration of the surrender:
 - (a) the lessee's interest vests in the lessor; and
 - (b) any sublease is to be taken to be a direct lease from the lessor if either (i) a non-disturbance instrument in approved form has been registered as to as to such sublease and the sublessee has satisfied any pre-requisites to non-disturbance, if any, set forth in the non-disturbance instrument, as evidenced to the Registrar's satisfaction or (ii) the sublessee has agreed to attorn to the lessor as the lessor's direct tenant, and the lessor has agreed to accept such attornment. The Registrar may submit the matter to determination by the Court in the event of any uncertainty.
- (4) This Section does not limit other means by which a lease may be surrendered. If a registered lease is surrendered by other means, the Registrar may register the surrender in the folio on application by either lessor or lessee and supported by any evidence the Registrar may require.

49. Implied powers of lessors and termination for breach

- (1) In a lease governed by these Regulations the lessor has the following implied powers:
 - (a) to enter the leased premises and view the state of repair (but only twice in each year of the term, at a reasonable time of the day, and on giving the lessee 2 days' prior notice);
 - (b) to enter the leased premises to carry out any repairs that the lessee should have (but has not) carried out under the lease; and
 - (c) to enter the leased premises to comply with any written law affecting the premises, or to comply with any notice that is given to the lessor or the lessee by any public authority and that requires repairs or work to be done (whether by the lessor or the lessee).
- (2) Any repairs, work or other acts which the lessor does under subsection (1) shall be done without undue interference with the lessee's occupation and use of the premises.
- (3) The powers implied by subsections (1) and (2) may be varied or negated by express provision in the lease.
- (4) In addition to the powers under subsection (1), the lessor has the implied power to re-enter the leased premises and terminate the lease in the following circumstances:
 - (a) where any rent due under the lease is more than 30 days overdue (even if no formal demand for payment has been made); or
 - (b) where any other term of the lease, whether express or implied, has been breached and the breach has continued for at least 30 days after the lessor has served notice on the lessee requiring it to be remedied.

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- (5) The 30-day periods in subsection (4) may be varied by express provision in the lease, but cannot be reduced.
- (6) This Section does not prevent a lessee from approaching the Court to seek relief against forfeiture of a lease, whether for non-payment of rent or for breach of any other term of the lease. The Court may grant relief against forfeiture on terms that the Court considers appropriate, or may refuse relief.
- (7) This Section is subject to any law imposing restrictions on a lessor's right to recover possession from lessees.

PART 9— MORTGAGES

Chapter 1— General

50. Right to mortgage

- (1) Real property or a registered interest in real property (including a registered lease) may be mortgaged by registering a mortgage.
- (2) The provisions of this Part in relation to a mortgage of real property apply also to a mortgage of an interest in real property.
- (3) Except as provided in these Regulations, a part of a lot cannot be mortgaged separate and apart from the rest of the lot.

51. Requirements for mortgage

- (1) In order to be registered, a mortgage shall include the following:
 - (a) a description sufficient to identify the real property;
 - (b) a description sufficient to identify the interest to be mortgaged;
 - (c) a description of the debt or liability secured by the mortgage; and
 - (d) a maturity date of the debt or liability secured by the mortgage.
- (2) Subsection (1) does not limit the matters that the approved form of mortgage may require to be included.

52. Mortgage as charge only

- (1) A mortgage of real property operates only as a charge on the real property for the debt or liability secured by the mortgage.
- (2) For the avoidance of doubt, the mortgagor is taken to have an equity of redemption, which may not be waived by agreement or otherwise clogged by the actions of the mortgagee.

53. Registration of second or later mortgage

- (1) The Registrar shall not register a second or later mortgage over real property unless all prior registered mortgagees consent to the registration.
- (2) The Registrar may require whatever information the Registrar determines necessary to demonstrate that the prior registered mortgagees have consented.

54. Variation of mortgage

- (1) A registered mortgage may be varied by registering an instrument varying the mortgage.

- (2) A variation cannot add a party to, or remove a party from, the mortgage.
- (3) A variation does not affect prior registered mortgagees, and does not affect subsequent registered mortgagees unless they consent.

55. Discharge of mortgage

- (1) A registered mortgage may be discharged by registering a discharge of mortgage.
- (2) A discharge of mortgage may discharge the debt or liability secured for:
 - (a) all or part of the mortgage; or
 - (b) one or more of the mortgagors.
- (3) The Registrar shall register a discharge of mortgage to the extent shown in the instrument.
- (4) On the discharge being registered:
 - (a) the mortgage is discharged; and
 - (b) the real property is released from the mortgage, to the extent shown in the discharge.

56. Extent of discharge of mortgage

Whether the discharge releases the mortgagor from any personal obligation to repay the debt or from any other liability secured by the mortgage is a matter of construction of the discharge, the promissory note and any other instruments relating to the subject indebtedness

Chapter 2— Mortgagee’s powers and remedies

57. Implied powers of mortgagees

- (1) A registered mortgagee of real property has the following powers on default by the mortgagor:
 - (a) Subject to the application of Part 1, Chapter 1, Section (1) of these Regulations, to sell the whole or part of the real property or any interest in the real property by whatever means the mortgagee, acting reasonably, determines appropriate, including by tender, public auction or by private contract;
 - (b) to sever and sell fixtures apart from the balance of the real property;
 - (c) to sell any easement, right or privilege of any kind over or in relation to the real property;

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- (d) to enter into possession of the real property and receive the rents and profits from it; and
 - (e) to foreclose.
- (2) The powers may only be exercised in accordance with the provisions of this Chapter, but otherwise (and subject to subsection (3)) may be supplemented, varied or negated by express provision in the mortgage.
- (3) A mortgagee may not exercise a power under subsection (1) without first serving on the persons in subsection (4) a notice giving the mortgagor 30 days in which to remedy the default. If within that time the default is remedied, then the mortgagee may not exercise a power for that default.
- (4) The persons on whom the notice shall be served are:
 - (a) the mortgagor;
 - (b) any guarantor or surety of the mortgagor; and
 - (c) any other registered mortgagee.
- (5) Any foreclosure or other sale or transfer of freehold ownership in land pursuant to a mortgage shall be deemed to be a Freehold Land Transfer Transaction pursuant to the terms hereof.

58. Exercise of power of sale

In exercising a power of sale, the mortgagee shall take reasonable care to obtain the market value for the real property at the time of the sale.

59. Injunction to restrain power of sale

- (1) The mortgagor is entitled to seek an injunction to restrain the exercise of the power of sale.
- (2) The Court may make the order it determines appropriate, including (if it determines it appropriate) that the sale may be restrained, without the mortgagor having to offer to redeem the mortgage.

60. Effect of transfer after sale by mortgagee

- (1) If a transfer in purported exercise of a power of sale by a registered mortgagee is lodged for registration, the Registrar need not enquire whether the power of sale was validly exercised.
- (2) On registration of the transfer, the mortgagor's interest vests in the transferee, free from:
 - (a) Any obligation to repay the debt secured by the mortgage; and

- (b) any other interest registered after it, except an interest to which the mortgagee has consented in writing, or to which the mortgagee is a party, or which for some other reason binds the mortgagee.
- (3) Registration of the transfer is not prevented by a caveat, if the caveat relates to an interest over which the mortgage has priority.

61. Application of proceeds of sale

- (1) A mortgagee who has exercised a power of sale shall apply the money received from the sale:
 - (a) to discharge any prior registered interests to which the sale is not made subject; or
 - (b) by paying into Court a sum to meet any prior registered interests.
- (2) Subject to subsection (1), the mortgagee holds the money on trust:
 - (a) first, to pay all costs and expenses properly incurred in the sale or any attempted sale;
 - (b) second, to discharge the principal, interest, costs, and any other money and liability secured by the mortgage in such order as may be provided in the mortgage or, if no such order is provided, as the mortgagee may determine in its sole discretion;
 - (c) third, to pay later registered interests in the order of their priority; and
 - (d) fourth, to pay any residue to the person who appears from the Register to be entitled to the mortgaged property or to be authorised to give receipts for the proceeds of its sale.

62. Appointment of receiver

- (1) If a mortgage entitles the mortgagee to appoint a receiver, and the mortgagee appoints a receiver, the receiver:
 - (a) may do anything in relation to the real property that the mortgagor could have done; and
 - (b) may act as the mortgagor's agent.
- (2) However, if the receiver sells the real property, the receiver is subject to the same duties and responsibilities as if the mortgagee were doing those things and the same will be deemed a Freehold Land Transfer Transaction.
- (3) If a mortgage entitles the mortgagee to appoint a receiver, the receiver will be appointed by the Court upon application by the mortgagee.

63. Foreclosure

- (1) On application by a registered mortgagee, the Court may make an order for foreclosure.
- (2) If the Court makes an order for foreclosure, the Registrar shall register the order if requested by a party to the proceedings or directed by the Court.
- (3) On registration of the order, the mortgagor's interest in the real property vests in the mortgagee, free from all liability under mortgages or other interests registered after the mortgage, except for Leases and other interests that bind the mortgagee.

Chapter 3— Tacking of further advances

64. Right to tack further advances

- (1) Despite any other provision of these Regulations, a mortgagee (the “prior mortgagee”) of real property may make further advances to rank in priority to later mortgages:
 - (a) where the prior mortgage expressly authorises the making of further advances and for the uses specified therein (and regardless of whether the prior mortgagee has notice of the later mortgage); or
 - (b) where the prior mortgage does not expressly authorise the making of further advances, if the later mortgagee agrees to further advances being made.
- (2) Subsection (1) applies only where the prior mortgage is registered (but regardless of whether the later mortgage is registered).
- (3) For the purposes of subsection (1), “further advance” includes the provision of further credit or accommodation (including on a current, revolving or continuing account), regardless of whether the mortgagor is a debtor or guarantor or surety for the further advance.

PART 10— STATUTORY CHARGES

65. Registration of statutory charges

- (1) A person or Relevant Authority with the benefit of a statutory charge over real property may apply to the Registrar to have the charge registered in the folio.
- (2) On receiving the application, the Registrar shall register the charge.
- (3) The Registrar shall give notice of the registration to all persons who have a registered interest in the real property.
- (4) Registration does not give the statutory charge any greater effect than it would have without registration.

PART 11— EASEMENTS

Chapter 1— General

66. Easements in gross permitted

- (1) These Regulations permit the creation of easements in gross (that is, easements without benefited real property).
- (2) In the construction of this Part, a reference to an easement includes a reference to an easement in gross, unless the contrary appears.

67. Easements by prescription or implication

- (1) Except as provided in these Regulations, easements cannot be acquired over real property by prescription or implication.
- (2) However, nothing in these Regulations affects the principles under which there are implied into an easement whatever ancillary rights are necessary for the effective enjoyment of the easement.

68. Rights to support of real property and structures

- (1) A person shall not excavate or develop real property in a way that adversely affects the stability of adjoining real property or structures on it.
- (2) A person who breaches subsection (1) is liable to any person who suffers loss or damage as a result of the breach.

Chapter 2— Implied easements in developments and subdivisions

69. Implied easements for services in development

- (1) Where 2 or more lots form part of the same development, there are implied under this Section easements for services that benefit and bind each lot.
- (2) The easements implied under this Section are easements for the passage of water, electricity, drainage, gas and sewerage through or by means of installations (including sewers, pipes, wires, cables or ducts), to the extent to which the installations are capable of being used in connection with the lot.
- (3) The easements implied under this Section include the right for benefitted party to enter the burdened real property at all reasonable times, and upon giving reasonable notice, to repair or renew the installations (but subject to the obligation to repair any damage caused to the burdened real property in the process of doing so).

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- (4) The benefitted party shall contribute a reasonable proportion of the cost of maintaining the installations, unless able to establish a legal entitlement to enjoy the easements free from the liability to contribute.
- (5) Subsection (4) does not make a person liable to contribute to expenditure incurred at a time before becoming, or after ceasing to be, owner.
- (6) Unity of ownership of 2 or more lots does not destroy the easements implied under this Section.
- (7) The easements implied under this Section are enforceable without any need for registration. However, the Registrar may (but need not) make an appropriate registering in the Register about the existence of the easements.
- (8) This Section applies to real property, regardless of whether it is registered real property.

70. Implied easements of way and other rights shown in subdivision plan

- (1) Where the Relevant Authority has approved the subdivision of real property into 2 or more lots, and the approved subdivision plan sets apart real property for the purposes of the easements referred to in subsection (2), there are implied under this Section in favour of each lot that is used or intended to be used as a separate parcel of real property, the easements referred to in subsection (2).
- (2) The easements implied under this Section are:
 - (a) rights of way;
 - (b) easements for drainage;
 - (c) easements for party wall purposes; and
 - (d) easements for the passage of water, gas, electricity, sewerage and telephone and other services to the lot,

over or under the real property set apart for those purposes on the subdivision plan, as are necessary for the reasonable enjoyment of the lot and of any building on it at any time.
- (3) The benefitted party shall contribute a reasonable proportion of the cost of maintaining the infrastructure of the easements. However, the obligation to maintain party walls binds only the owners of the lots on which the party walls stand.
- (4) Subsection (3) does not make a person liable to contribute to expenditure incurred at a time before becoming, or after ceasing to be, owner.
- (5) Unity of ownership of 2 or more lots does not destroy the easements implied under this Section.

- (6) The easements implied under this Section are enforceable without any need for registration. However, the Registrar may (but need not) make an appropriate registering in the Register about the existence of the easements.
- (7) A party exercising easement rights under this Section shall be obligated to indemnify, defend and hold harmless the burdened party, against any loss or damage resulting out of such exercise, except to the extent the loss or damage is due to the owner of the land's own gross negligence or willful misconduct.
- (8) This Section applies to real property, regardless of whether it is registered real property.

Chapter 3— Registration of easements

71. Creation of easement by registration

- (1) An easement may be created over real property by registering a grant or reservation of easement.
- (2) When registering an easement, the Registrar shall register the easement:
 - (a) in the folio for the lot burdened; and
 - (b) unless the easement is an easement in gross, in the folio for the lot benefited (if the lot benefited is registered real property).
- (3) The Registrar may register as an easement or an easement in gross a right to install and use pipes, cables or similar installations, even though the right amounts to exclusive possession or occupation of the area occupied by the pipes, cables or installations.
- (4) The Registrar may refuse to register as an easement an interest that, in the Registrar's opinion, does not comply with the requirements for a valid easement.

72. Requirements for easement

- (1) In order to be registered, an instrument creating an easement shall:
 - (a) indicate clearly the nature of the easement, the rights granted or reserved under it, and the extent of the real property burdened by the easement;
 - (b) if required by the Registrar, include a plan of survey identifying the lot or part of the lot to be burdened by the easement, and (unless the easement is an easement in gross) the lot to be benefited by the easement;
 - (c) in the case of an easement in gross, identify the persons having the benefit of the easement; and
 - (d) contain the consents of all registered mortgagees and registered lessees of the lot to be burdened by the easement.

- (2) This Section does not limit the matters that the approved form of easement may require to be included.
- (3) Where an easement relates to underground pipes, cables or other installations the locations of which are difficult to describe with precision, the Registrar may accept for registration an instrument that contains only a general description of the location.

73. Easement benefiting and burdening same registered owner's lots

An easement may be registered even if the lot benefited and the lot burdened by the easement have the same freehold owner.

Chapter 4— Variation or extinguishment of easements

74. Variation or release of easement by parties

- (1) A registered easement may be varied or wholly or partly extinguished by registering a variation or release of easement.
- (2) The variation or release:
 - (a) shall be executed by the party benefited by the easement; and
 - (b) shall be executed by the party burdened by the easement.
- (3) Subject to subsection (4), a registered easement may be varied or released only if all registered mortgagees and lessees of the lot benefited by the easement consent.
- (4) Subsection (3) does not apply to a lessee who, in the Registrar's opinion, does not receive a benefit from the easement.

75. Same person becoming registered owner of benefited and burdened lots

- (1) If the same person becomes the registered owner of the lot benefited and the lot burdened by an easement, the easement is extinguished only if that owner requests the Registrar to extinguish the easement.
- (2) A registered easement is not extinguished merely because the owner of the lot benefited by the easement acquires an interest, or a greater interest, in the lot burdened by the easement.

76. Cancellation of easement

- (1) The Registrar shall cancel the registration of an easement on determining that:
 - (a) any period of time for which the easement was to subsist has expired; or
 - (b) an event on which the easement was to come to an end has occurred.

- (2) Regardless of whether an easement has been abandoned, if an easement has not been used for at least 12 years, then:
 - (a) The registered owner of the burdened parcel may apply to the Registrar to have the easement cancelled;
 - (b) if the Registrar determines that the evidence supports the application, the Registrar may notify the registered owner of the benefited real property (or, in the case of an easement in gross, the person having the benefit of the easement) that, unless the Registrar receives an objection to the application within 30 days of the notice, the Registrar intends to cancel the easement; and
 - (c) if the Registrar does not receive an objection within the 30 day period, or if the Registrar does receive an objection within that time but determines it to be of insufficient merit, the Registrar may cancel the easement.

77. Court order varying or extinguishing easement

- (1) The Court may, on application by any person interested in real property burdened by an easement, make an order wholly or partly varying or extinguishing the easement.
- (2) The Court may not make an order under subsection (1) unless satisfied that:
 - (a) by reason of a change in use of the burdened real property, as approved by the Relevant Authority, the continued existence of the easement will impede the development of the lot for public or private purposes; or
 - (b) the proposed variation or extinguishment will not materially injure a person entitled to the benefit of the easement.
- (3) When making an order under subsection (1), the Court may order the applicant to pay compensation to any person entitled to the benefit of the easement.
- (4) An order under subsection (1) binds all persons who are, or who may become entitled to, the benefit of the easement, regardless of whether they have been notified of, or participated in, the proceedings.
- (5) The Registrar shall register the Court order in the folios for the burdened real property and (except in the case of an easement in gross) the benefited real property.

Chapter 5— Meaning of certain types of easements

78. Right of way, right of footway, and party wall.

- (1) In the construction of an instrument creating a right of way over real property governed by these Regulations, the expressions “right of way” and “right of footway” have the following meanings, subject to contrary provision in the instrument:

- (a) Right of way: Full right for the freehold owner of the benefited real property, and every person authorised by that owner, to pass and repass at all times and for all purposes, on foot or in vehicles, and with or without animals.
- (b) Right of footway: Full right for the freehold owner of the benefited real property, and every person authorised by that owner, to go, pass and repass on foot, at all times and for all purposes, and with or without animals.
- (2) In the construction of an instrument referring to a “party wall”, that expression means (unless the contrary intention appears) a wall severed vertically and longitudinally with separate ownership of the severed portions, and with cross-easements entitling each of the persons entitled to a portion of the wall to have their building supported by the whole wall.
- (3) Where real property is transferred by a person entitled to create easements in relation to a wall built on the common boundary of that real property and adjoining real property, and the transfer describes the wall as a party wall, then the transfer, when registered, operates to create an easement for a party wall.

Chapter 6– Easements created by Court order

79. Easements created by Court order

- (1) The Court may make an order imposing an easement over real property if the easement is reasonably necessary for the effective use or development of other real property that will have the benefit of the easement.
- (2) The Court may make an order under subsection (1) only if satisfied that:
 - (a) use of the real property having the benefit of the easement will not be inconsistent with the public interest;
 - (b) the registered owner of the real property to be burdened by the easement and each other person having a registered interest in that real property can be adequately compensated for any loss or other disadvantage that will arise from imposition of the easement; and
 - (c) all reasonable attempts have been made by the applicant for the order to obtain the easement or an easement having the same effect but have been unsuccessful.
- (3) The Court order is to specify the nature of the easement, and whatever information is required by Section 72 to enable the easement to be registered. The order may limit the times at which the easement applies.
- (4) The Court order is to provide for payment by the applicant to specified persons of any compensation the Court determines appropriate, unless the Court determines that compensation is not payable because of the special circumstances of the case.
- (5) The applicant shall pay the costs of the proceedings, unless the Court orders otherwise.

- (6) The easement may be varied or released in accordance with the provisions of Section 77.
- (7) Nothing in this Section prevents the easement from being varied or extinguished under Section 77.

Chapter 7— Contributions to repairs

80. Contribution to repairs

- (1) Where an easement relating to real property governed by these Regulations contains a covenant obliging one or more persons to contribute to the cost of constructing or repairing the subject matter of the easement, the obligation binds not only those persons but also their successors in title as if they had been a party to the instrument creating the easement, for as long as the easement subsists.
- (2) However, a person's liability under subsection (1) does not extend to expenditure made before the person became an owner, or after the person ceased to be an owner.

PART 12— COVENANTS

Chapter 1— General

81. Covenants in gross permitted

- (1) These Regulations permit the creation of covenants in gross (that is, covenants without benefited real property).
- (2) In the construction of this Part, a reference to a covenant includes a reference to a covenant in gross, unless the contrary appears.

82. Positive covenants permitted

- (1) These Regulations permits the creation of positive covenants as well as negative (restrictive) covenants.
- (2) In the construction of this Part, a reference to a covenant includes a reference to a positive covenant, unless the contrary appears.

Chapter 2— Registration of covenants

83. Creation of covenant by registration

- (1) A covenant may be created over real property by registering the instrument containing the covenant.
- (2) When registering a covenant, the Registrar shall register the covenant:
 - (a) in the folio for the lot burdened; and
 - (b) unless the covenant is a covenant in gross, in the folio for the lot benefited (if the lot benefited is registered real property).
- (3) The Registrar may refuse to register a positive covenant that, in the Registrar's opinion, imposes unreasonable burdens on the real property.
- (4) The Registrar may refuse to register as a covenant an interest that, in the Registrar's opinion, does not comply with the requirements for a valid covenant.

84. Requirements for covenant

- (1) In order to be registered, an instrument creating a covenant shall:
 - (a) indicate clearly the nature of the covenant and the rights created under it;
 - (b) include a description sufficient to identify the lot to be burdened by the covenant and (unless it is a covenant in gross) the lot to be benefited by the covenant;

- (c) in the case of a covenant in gross, identify the person having the benefit of the covenant; and
 - (d) contain the consents of all registered mortgagees and registered lessees of the lot to be burdened by the covenant.
- (2) This Section does not limit the matters that the approved form of covenant may require to be included.

85. Covenant benefiting and burdening same registered owner's lots

A covenant may be registered even if the lot benefited and the lot burdened by the covenant have the same owner.

Chapter 3— Variation or extinguishment of covenants

86. Variation or release of covenant by parties

- (1) A registered covenant may be varied or wholly or partly released by registering a variation or release of covenant.
- (2) The variation or release:
- (a) shall be executed by the registered owner of the lot benefited by the covenant; and
 - (b) shall be executed by the registered owner of the lot burdened by the covenant.
- (3) Subject to subsection (4), a registered covenant may be varied or released only if all registered mortgagees and lessees of the lot benefited by the covenant consent.
- (4) Subsection (3) does not apply to a lessee who, in the Registrar's opinion, does not receive a benefit from the covenant.

87. Same person becoming registered owner of benefited and burdened lots

- (1) If the same person becomes the registered owner of the lot benefited and the lot burdened by a covenant, the covenant is extinguished only if that owner asks the Registrar to extinguish the covenant.
- (2) A registered covenant is not extinguished merely because the owner of the lot benefited by the covenant acquires an interest in, or a greater interest in, the lot burdened by the covenant.

88. Duration of covenant

- (1) A covenant ceases to be enforceable 10 years after it was registered.

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- (2) Where a covenant ceases to be enforceable under subsection (1), the Registrar may register that fact in the folios for the lot burdened and (except in the case of a covenant in gross) the lot benefited.
- (3) Despite subsection (1), any person having the benefit of the covenant may, before the covenant ceases to be enforceable, extend it by lodging with the Registrar an instrument of extension.
- (4) The Registrar shall register the extension in the folio for the lot burdened and (except in the case of a covenant in gross) the lot benefited.

89. Court order varying or extinguishing covenant

- (1) The Court may, on the application of any person interested in real property burdened by a covenant, make an order wholly or partly varying or extinguishing the covenant.
- (2) The Court may not make an order under subsection (1) unless it is satisfied that:
 - (a) by reason of a change in use of the burdened real property, as approved by the Relevant Authority, the continued existence of the covenant will impede the development of the lot for public or private purposes; or
 - (b) the proposed variation or extinguishment will not materially injure a person entitled to the benefit of the covenant.
- (3) When making an order under subsection (1), the Court may order the applicant to pay compensation to any person entitled to the benefit of the covenant.
- (4) An order under subsection (1) binds all persons who are, or who may become entitled to, the benefit of the covenant, regardless of whether they have been notified of, or participated in, the proceedings.
- (5) The Registrar shall register the Court order in the folios for the burdened real property and (except in the case of a covenant in gross) the benefited real property.

PART 13— TRUSTS

90. Dealing by trustee

Where a registered owner is a trustee, a person dealing with that trustee:

- (a) is entitled to assume that the trustee is the legal and beneficial owner, freed from all trusts;
- (b) need not enquire whether the trustee is acting in breach of trust;
- (c) is not affected by notice of the trust or the rights of the beneficiaries under the trust; and
- (d) is not liable under any rule relating to the knowing receipt of trust property.

PART 14— DECEASED ESTATES

91. Registration of personal representative

- (1) A person may lodge an application to be registered as personal representative of a deceased registered owner.
- (2) If the Registrar determines that the person is entitled to be so registered, the Registrar may register the person as owner in the capacity of personal representative.
- (3) The Registrar shall rely upon documentation bearing the seal or stamp of a United Arab Emirates court as evidence of a person's authentic entitlement to such registration.

92. Dealings without registration of personal representative

- (1) The Registrar may register a dealing by the personal representative of a deceased registered owner on behalf of such deceased registered owner, without requiring the personal representative to be registered if the Registrar determines it to be unnecessary or impractical to do so.
- (2) Before acting under subsection (1), the Registrar may require whatever evidence the Registrar determines necessary to protect the interests of those whom the Registrar determines to be entitled to the deceased's estate.

93. Notice of death or defeasance

- (1) A person entitled to real property on the death of a joint tenant or life tenant may, subject to the application of Part 1, Chapter 1, Section (1) of these Regulations, apply to the Registrar to register the death.
- (2) If the Registrar determines that the death has occurred, the Registrar may make the appropriate registering in the folio to indicate that the deceased's interest has determined and that the real property has vested in the survivor or in the person entitled to the reversion or remainder.
- (3) Where these Regulations make no express provision for registering the defeasance of an interest in real property, the Registrar may register the defeasance in the way the Registrar determines appropriate.

PART 15— WRITS

94. Request to register writ of execution

The Registrar shall register a writ of execution relating to real property if:

- (a) a request to register the writ is lodged by the judgment creditor for whose benefit the writ was issued, together with an official copy of the writ; and
- (b) the request is lodged within 180 days of the date of issue of the writ.

95. How writ is registered

The Registrar registers a writ of execution by registering the writ in the folio.

96. Effect of registering writ of execution

(1) A writ of execution:

- (a) does not bind or affect real property until it is registered; and
- (b) binds or affects real property only if it is executed and put in force within:
 - (i) the first (1st) anniversary of the date it is issued; or
 - (ii) an extended time allowed by the Court.

(2) A registered writ of execution takes effect as if it were a registered mortgage securing the amount payable under the writ. A sale under the writ is treated as if it were a sale by a registered mortgagee in exercise of a power of sale.

97. Cancellation of registration of writ

The Registrar shall cancel the registration of a writ of execution if:

- (a) a request to cancel is lodged by the judgment creditor for whose benefit the writ was issued; or
- (b) the Registrar determines that the time or extended time for executing and putting the writ into force has expired.

98. Discharging or satisfying writ of execution

(1) If a registered writ of execution has been satisfied or discharged, the Registrar may register that fact in the folio.

(2) The Registrar may act under subsection (1):

- (a) on the Registrar's own initiative; or

(b) on application by a registered owner.

99. Transfer of lots sold in execution

If a lot is sold under a registered writ of execution, the appropriate registrar or officer of the Court may execute a transfer to the purchaser.

PART 16— CAVEATS

Chapter 1— Lodging caveats

100. Who may lodge a caveat?

- (1) A caveat may be lodged in relation to real property or a registered interest in real property (such as a registered lease or a registered mortgage) by any of the following persons or their agents:
 - (a) a person claiming an interest in the real property;
 - (b) the registered freehold owner of the real property;
 - (c) a person who has the benefit of an injunction restraining a registered owner from dealing with the real property.
- (2) A caveat may also be lodged by the Registrar under Section 130.
- (3) A caveat may take the form of a “memorandum of agreement”, in which event the requirements of clause (1)(b) of Section 123 shall apply.

101. Requirements of caveat

- (1) A caveat lodged under Section 100(1) shall be in the approved form.
- (2) In addition to any other requirements in the approved form, a caveat shall state:
 - (a) the name of the caveator;
 - (b) the interest claimed by the caveator;
 - (c) the grounds on which the interest is claimed;
 - (d) the real property affected by the caveat and, if the caveat relates to part only of a lot, a description of the part;
 - (e) the registered interest affected by the caveat;
 - (f) the extent of the prohibition on dealings;
 - (g) an address within the UAE where documents can be served on the caveator, including any documents in Court proceedings relating to the caveat; and
 - (h) unless the Registrar dispenses with it, the name and address of:
 - (i) the registered freehold owner of the real property affected by the caveat; and

- (ii) each person known to the caveator whose interest or whose claim to registration of an instrument may be affected by the caveat.

102. Registering a caveat

If a caveat is lodged that complies with Section 101, the Registrar shall register the caveat in the folio.

103. Notifying caveat

The Registrar shall give written notice of lodgement of a caveat to each person disclosed or known to the Registrar whose interest or whose claim to registration of an instrument may be affected by the caveat.

Chapter 2— Effect of caveat

104. Effect of lodging caveat

- (1) A caveat prevents the registration of an instrument affecting the real property or interest in respect of which the caveat is lodged:
 - (a) to the extent stated in the caveat; and
 - (b) from the time the caveat was lodged.
- (2) Subsection (1) has effect for a caveat until the caveat lapses or is withdrawn, removed or cancelled.
- (3) The lodging of a caveat does not prevent registration of the following:
 - (a) an instrument specified in the caveat as an instrument to which the caveat does not apply;
 - (b) an instrument to the registration of which the caveator consents;
 - (c) an instrument executed by a mortgagee, if the mortgage was registered before the caveat was lodged;
 - (d) an interest that, if registered, would not affect the interest claimed by the caveator;
 - (e) an instrument that was lodged for registration before the caveat was lodged;
 - (f) an instrument that is withdrawn from registration.
- (4) Where the Registrar registers an instrument that does not completely dispose of the interest of the registered owner to which the caveat relates, the caveat remains in force as to the balance of that interest.

- (5) Subject to Section 109, the lodging of a caveat does not prevent the lodging of another caveat.

Chapter 3— Withdrawal, lapsing and removal of caveats

105. Withdrawal of caveat

- (1) A caveat may be withdrawn by lodging a request to withdraw it.
- (2) The withdrawal takes effect at the time it is lodged.
- (3) The request may be lodged by:
- (a) the caveator;
 - (b) where the caveator has died, the caveator's personal representative;
 - (c) where the caveators are joint tenants, by the surviving joint tenant or joint tenants;
 - (d) by any person authorised at law to act on the caveator's behalf.

106. Lapsing of caveat

- (1) This Section applies to a caveat unless:
- (a) it is lodged by the Registrar under Section 130; or
 - (b) it is lodged other than under this Part.
- (2) A caveatee may serve on the caveator a notice requiring the caveator to start proceedings in the Court to establish the interest claimed under the caveat.
- (3) The caveatee shall notify the Registrar of the service on the caveator, within 14 days of the service of the notice.
- (4) If the caveatee has complied with subsection (3), the caveat lapses 30 days after notice is served on the caveator.
- (5) Despite subsection (4), the caveat does not lapse:
- (a) if the caveator has started appropriate proceedings and the Registrar has been notified of the proceedings; or
 - (b) if the caveator notifies the Registrar within 30 days of being served with the notice under subsection (3) that the caveator does not want the caveat to lapse and that the caveator has started, or will start, proceedings to establish the interest claimed under the caveat.

- (6) If a caveator has notified the Registrar under subsection (5)(b) that the caveator will start proceedings, the caveat lapses 90 days after the notice under subsection (2) was served on the caveator unless, within that time, the caveator provides the Registrar with evidence that the proceedings have been started.
- (7) The Registrar may register in the folio that a caveat has lapsed.

107. Removal of caveat by Court order

- (1) A caveatee may at any time apply to the Court for an order that a caveat be removed.
- (2) The Court may make the order:
 - (a) regardless of whether the caveator has been served with the application; and
 - (b) on the terms it determines appropriate.

108. Cancellation of caveat by Registrar

- (1) The Registrar may cancel a caveat if a request to cancel the caveat is lodged and the Registrar is determines that:
 - (a) the interest claimed by the caveator has ceased or the caveator's claim to it has been abandoned, settled or withdrawn; or
 - (b) the nature of the interest claimed does not entitle the caveator to prevent registration of an instrument that has been lodged.
- (2) The Registrar shall notify the caveator of the Registrar's intention to cancel the caveat, at least 7 days before cancelling it.
- (3) Regardless of whether a request to cancel the caveat has been lodged, if an instrument that has been lodged will on being registered give full effect to an interest claimed in a caveat, the Registrar may cancel the caveat and register the instrument.

109. Further caveat

If a caveat lapses or is withdrawn, removed or cancelled, the caveator may not lodge another caveat for the real property on the same, or substantially the same, grounds except with leave of the Court.

110. Order for security

In proceedings in relation to a caveat, the Court may order the caveator to give undertakings, or lodge security, or both.

Chapter 4— Improper caveats

111. Compensation for improper caveat

- (1) A caveator who lodges or continues a caveat without reasonable cause shall compensate anyone who suffers loss as a result.
- (2) In proceedings for compensation under subsection (1):
 - (a) the caveator bears the onus of proving that the caveat was lodged or continued with reasonable cause; and
 - (b) the Court may include in any compensation a component for exemplary damages.

Chapter 5— General

112. Notices to caveator

- (1) A notice to a caveator under this Part is sufficiently served if left at or sent to the address mentioned in Section 120(2).
- (2) If the Registrar determines that a notice will not reach the caveator if served in the way mentioned in subsection (1), the notice may be served in any other way the Registrar determines appropriate.

113. Right to injunction not affected

Nothing in this Part prevents a person from seeking an injunction to protect an interest in real property.

PART 17— INSTRUMENTS

Chapter 1— Manner of execution of, and reliance on, instruments

114. Execution of certain instruments

- (1) Subject to these Regulations, an instrument to transfer or create an interest in real property shall be executed by:
 - (a) the transferor or the person creating the interest; and
 - (b) to the extent there are covenants or other obligations binding upon the transferee in the instrument, the transferee or the person in whose favour the interest is to be created.
- (2) A total or partial discharge of a mortgage need only be executed by the mortgagee.

115. Indicating consent when required for dealing

If the consent of a person is necessary for any dealing with real property, the consent shall be:

- (a) written or contained on, or form part of, the relevant instrument; or
- (b) if the Registrar determines it appropriate, lodged with the relevant instrument.

116. Execution of instruments by business entities and natural persons

- (1) For a business entity, such as a corporation, an instrument relating to real property is validly executed if it is executed in a way in which instruments creating or transferring an interest in real property may be executed under Global Market Regulations.
- (2) Without limiting subsection (1), if an instrument relating to real property is executed before the applicable Relevant Authority, a person is entitled to assume that it is validly executed.
- (3) For a natural person, an instrument relating to real property is validly executed if:
 - (a) it is signed by the person; and
 - (b) the signature is witnessed in a manner approved by the Registrar, either for that instrument, or for instruments of that class, or for instruments generally.

117. Execution of instrument under power of attorney

- (1) An instrument relating to real property may be executed by a person's attorney duly authorised under a power of attorney, if the requirements of subsection (2) are met.
- (2) The requirements are that:

- (a) the power of attorney shall be in writing;
- (b) the power of attorney shall be executed by the appointor in accordance with the provisions of Section 114;
- (c) the power of attorney, or a certified copy of it, shall be lodged with the Registrar; and
- (d) an affidavit that the power of attorney is in full force and effect and otherwise in approved form shall be lodged with the Registrar contemporaneous with the lodgement of any instrument executed under that power of attorney.

118. Registrar’s discretion to reject instrument on certain grounds

Before registering an instrument, the Registrar may require the person who lodged the instrument to provide information to satisfy the Registrar that:

- (a) the person acquiring an interest under the instrument accepts ownership of that interest and is not under any legal disability;
- (b) the person divesting ownership under the instrument is entitled to divest the interest and is not under any legal disability; and
- (c) as to any other matters the Registrar deems necessary or desirable in the Registrar’s reasonable discretion.

Chapter 2— Suitability of instruments for registration

119. When instrument capable of registration

- (1) An instrument is able to be registered only if it:
 - (a) complies with these Regulations;
 - (b) is in the approved form;
 - (c) appears on its face to be capable of being registered; and
 - (d) is accompanied by any form of application or other document, and payment of any applicable fee that may be required by the Registrar.
- (2) Despite subsection (1)(b), the Registrar may register an instrument that is not in the approved form if:
 - (a) there is no approved form; or
 - (b) the Registrar determines that it is not reasonable to require the instrument to be in the approved form.

120. Address for service to be provided

- (1) An instrument lodged for registration shall specify an address in the UAE for the service of notices on any person taking under the instrument.
- (2) A person referred to in subsection (1) shall ensure that the Registrar is notified of any change in the address for service.
- (3) The Registrar shall register in the Register:
 - (a) the address for service provided under subsection (1); and
 - (b) any change of address provided under subsection (2).

Chapter 3— The process of registering instruments

121. Lodgement etc. of instruments by electronic or other means

The Registrar may:

- (a) permit instruments or documents to be lodged or deposited; and
 - (b) correct instruments that have been lodged or deposited,
- by any means, including electronic means.

122. Registrar's power to correct obvious errors in instruments

- (1) Where the Registrar determines that an instrument lodged for registration contains an obvious error, the Registrar may correct the error by noting the correction on the instrument.
- (2) The Registrar:
 - (a) may not act under subsection (1) unless the Registrar determines that the correction will not prejudice the rights of any person; and
 - (b) shall, as soon as practicable after making the correction, notify the person who lodged the instrument that the correction has been made.
- (3) An instrument corrected by the Registrar under this Section has the same effect as if the error had not been made.

123. Registrar's requisitions

- (1) Before registering an instrument, the Registrar may serve on the person who lodged it a notice requiring:

- (a) the instrument to be re-executed, completed or corrected, if the Registrar determines it to be defective, incomplete or incorrect; or
 - (b) the person to supply information or produce documents the Registrar determines necessary or appropriate in order to register the instrument, including in the case of registration of a caveat or memorandum of an agreement, provide the Registrar an original copy of the memorandum of agreement or agreement which is the subject of the caveat.
- (2) The Registrar may require any information supplied or document produced under subsection (1)(b) be verified by statutory declaration or other form of sworn statement.

124. Rejecting instrument if requisitions not complied with

- (1) If within 30 days of service of the notice under Section 142, or any extended period the Registrar determines appropriate, the person does not comply with the notice, the Registrar may reject the instrument and any instrument that depends on it for registration.
- (2) An instrument rejected under subsection (1) loses its priority under Section 15.
- (3) Where the Registrar rejects an instrument under subsection (1), the Registrar shall return it to the person who lodged it, and may endorse a note on the instrument that it has been rejected.
- (4) This Section does not prevent a rejected instrument being relogged after the notice provided by the Registrar under Section 129 has been complied with.

125. Requiring plan of survey to be lodged

- (1) If the Registrar determines that it is necessary or appropriate, the Registrar may require a person who lodges an instrument for registration to lodge a plan, map or diagram of the lot or part of the real property to be affected by the instrument.
- (2) The plan, map or diagram shall comply with the Registrar's directives as to dimensions, scale and contents.

Chapter 4— Standard terms incorporated into instruments

126. Standard terms documents

- (1) The Registrar or another person may lodge a standard terms document and may amend the document by lodging a further standard terms document.
- (2) The Registrar shall give each standard terms document a distinguishing reference.
- (3) All or part of a standard terms document lodged under subsection (1) forms part of a registered instrument if the instrument says that it forms part of the instrument.

- (4) In this Section, “standard terms document” means a document containing provisions that are intended to be incorporated into a registered instrument.
- (5) Notwithstanding the foregoing, standard terms documents may not affect freehold interests in land or Freehold Land Transfer Transactions.

Chapter 5— Covenants in registered instruments

127. Covenants in registered instruments: successors in title implied

In instruments relating to real property other than instruments relating to freehold interests in land, unless a contrary intention is expressed, covenants:

- (a) are deemed to be made by the covenantor and binding on the covenantor’s successors in title with the covenantee and extending for the benefit of the covenantee’s successors in title; and
- (b) have effect as if those successors were expressly referred to.

PART 18— POWERS OF AND PROCEEDINGS AGAINST THE REGISTRAR

Chapter 1— Powers

128. General powers of the Registrar

The Registrar has the power to do whatever the Registrar determines necessary to carry out his or her functions under these Regulations.

129. Registrar may correct Register

- (1) The Registrar may correct the Register if it determines that:
 - (a) the Register is incorrect; and
 - (b) the correction will not prejudice the rights of a registered owner or any other person.
- (2) The Register as corrected by the Registrar has the same effect as if the error had not been made.
- (3) For the purposes of subsection (1)(b), the rights of a registered owner are not prejudiced if the registered owner acquired or has dealt with a registered interest with actual or constructive knowledge that the Register was incorrect.
- (4) Before taking action under this Section, the Registrar may give notice of the proposed action to any person to whom the Registrar determines prior notice should be given. However, no action lies against the Registrar for failure to give notice.

130. Registrar may prepare and lodge caveat

- (1) The Registrar may prepare and lodge a caveat over a lot:
 - (a) to prevent a dealing that, in the Registrar's opinion, may prejudice a person who has an interest in the lot; or
 - (b) to give effect to a Court order directed to the Registrar; or
 - (c) whenever the Registrar determines it appropriate to do so to protect the integrity of the Register.
- (2) The caveat may be in the form the Registrar determines appropriate.

131. Registrar may state a case

- (1) Whenever a question arises concerning the performance of Registrar's duties or the exercise of the Registrar's functions, the Registrar may state a case for the opinion of the Court.

- (2) The Court’s decision binds the Registrar and any other parties to the case.

132. Registrar may issue directives

- (1) The Registrar may issue directives, including directives requiring the payment of certain fees, as described in Section 144. The Registrar shall pay the fees and charges into the funds of the Board of Directors.
- (2) The foregoing shall be subject to subsection (5) of Section 144.

133. Registrar may approve forms

The Registrar may approve forms for use under these Regulations.

Chapter 2— Proceedings against Registrar

134. Registrar may be summoned for refusal to perform duty

- (1) A person who determines that the Registrar has refused to perform a duty under these Regulations may require the Registrar to state in writing the grounds of the refusal.
- (2) The Registrar shall state the grounds within 30 days of receiving the request.
- (3) On receiving the grounds, or if no grounds are received within the 30 days, the person may commence proceedings against the Registrar to substantiate those grounds or the refusal.
- (4) The Court may make the order it determines appropriate, and may give any directions it determines necessary for performance of the order.
- (5) The Court may make the order as to costs and expenses it thinks appropriate.

135. Protection from liability

The Registrar, or any person acting under the Registrar’s authority, is not liable for anything done in good faith in the exercise or purported exercise of a power under these Regulations.

PART 19— SEARCHES

136. Entitlement to search Register

- (1) During normal business hours, the Registrar shall provide adequate access:
 - (a) to the Register; and
 - (b) to registered instruments or copies of them.
- (2) Access may be provided by way of certificate, statement, computer print-out or any other means the Registrar determines appropriate.
- (3) The Registrar shall provide access to the Register by way of an official search certificate Register where the request is in writing and accompanied by the prescribed fee.

137. Evidentiary effect of documents issued by Registrar

- (1) A document issued by the Registrar conveying information relating to real property is to be taken to be correct, unless the contrary is shown.
- (2) A document issued by the Registrar purporting to be a certified copy of a registered instrument is to be taken to be an accurate copy, unless the contrary is shown.

138. Official searches

- (1) A person may apply, on payment of the prescribed fee, for an official search to be made in the Register.
- (2) The Registrar shall make the search and issue the applicant with a certificate of the result.
- (3) A legal practitioner acting for a person for whom an official search is obtained is not liable for any loss or damage that may arise from reliance on it.

139. Final official searches

- (1) A person who is in the course of acquiring an interest in real property may apply to the Registrar, on payment of the prescribed fee, for a final official search of the folio for the lot or lots concerned, provided that the owner of the subject interest at the time of such request gives its written consent to such search.
- (2) If the Registrar determines that the applicant is in the course of acquiring an interest in the real property, the Registrar may issue the search to the applicant and register the date and hour on which it was issued.
- (3) The Registrar shall not register or register any instrument lodged in relation to the lot (other than an instrument lodged by, or on behalf of, the applicant) until 21 days after that date

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and hour, or until the registration of an instrument in favour of the applicant, whichever is the earlier.

- (4) On the expiration of that period of 21 days, or on registration of the instrument in favour of the applicant (whichever is the earlier), instruments affecting the lot are to be registered in the order directed by Section 15.
- (5) A person who has obtained a final official search is not entitled to obtain any further final official search for the same lot until the expiration of 21 days after the date and hour on which the earlier search was issued.

PART 20— MISCELLANEOUS

140. Words and expressions used in instruments under Law

- (1) Words and expressions used in instruments registered under these Regulations have the same meanings as they have in these Regulations.
- (2) The application of subsection (1) to an instrument may be displaced, wholly or partly, by a contrary intention appearing in the instrument.

141. Reference to instrument is reference to instrument completed in approved form

In these Regulations, a reference to a particular type of instrument for which there is an approved form is a reference to the instrument completed in the approved form.

142. Service of notices

- (1) A notice or document may be served on, or given to, a person by delivering it to:
 - (a) the person's address for service;
 - (b) in the case of an individual, the person's place of residence; or
 - (c) in the case of a corporation, the corporation's registered office or principal place of business.
- (2) A person's address shown in any instrument by which the person became the registered owner, or the address for service stated in any caveat lodged by the person, may be treated as the person's address for service.
- (3) A notice or document may also be served on, or given to, a person by means of facsimile or other electronic transmission, if the same is permitted by the terms of the instrument by which the person became the registered owner.
- (4) This Section does not limit the way in which notices may be served in court proceedings.

143. Deemed receipt in certain cases

- (1) Unless a contrary intention appears in the document, where a notice or document is served or given in accordance with Section 142, on a day that is not a business day, or after 5pm on any day, then it is to be treated as being served or given on the next business day.
- (2) This Section does not apply to notices to be served in court proceedings.

144. Registrar's directives

- (1) The Registrar may issue directives, not inconsistent with these Regulations, relating to the requirements to be followed in relation to these Regulations.
- (2) In issuing the directives, the Registrar shall have regard to:
 - (a) the purpose of these Regulations; and
 - (b) the principle that a registered interest is not to be adversely affected except with the registered owner's consent.
- (3) Without limiting subsection (1), the Registrar's directives may provide for:
 - (a) the form and content of and the requirements for instruments, documents and plans;
 - (b) the number of copies of instruments, documents and plans to be lodged;
 - (c) the need for lodging consents, certificates and other documents;
 - (d) the execution of instruments (including in electronic form);
 - (e) the practice of carrying forward registered interests onto new folios;
 - (f) the amount of fees and charges;
 - (g) the time and method of paying fees and charges; and
 - (h) the circumstances in which, and the methods by which, the Registrar publishes, or requires others to publish, notifications of actions the Registrar intends to take.
- (4) The Registrar's directives shall be complied with unless the Registrar dispenses with compliance.
- (5) The initial schedule of fees and charges is attached to these Regulations as Schedule A. Such Schedule may be amended or modified from time to time with the prior approval of the Board of Directors.
- (6) Insofar as the Registrar shall issue directives regulating the time and payment of fees and charges pursuant to the foregoing subsection (3)(f), the Registrar shall make reasonable efforts to assure the equitable treatment of Shari'a-compliant real property owners. This may include, without limitation, the provision to Shari'a-compliant real property owners of (a) an alternate "fixed fee" schedule with an equivalent economic impact to any fees or charges requiring the payment of interest, and (b) a single fee or charge most closely approximating the fee or charge that would have applied in the absence of Shari'a-compliant structuring in the case of real estate transactions subject to multiple fees or charges by reason of Shari'a-compliant structuring or documentation.

PART 21— INTERPRETATION

145. Rules of Interpretation

- (1) In these Regulations, unless the context requires otherwise, a reference to:
 - (a) a statutory provision includes a reference to the statutory provision as amended or re-enacted from time to time;
 - (b) a person includes any natural person, body corporate or body unincorporate, including a company, partnership, unincorporated association, government or state;
 - (c) an obligation to publish or cause to be published a particular document includes, unless expressly provided otherwise in these Regulations, publishing or causing to be published in printed or electronic form;
 - (d) a day means a calendar day, unless expressly stated otherwise. If an obligation falls on a calendar day which is either a Friday or Saturday, or an official UAE holiday in the Global Market, the obligation shall take place on the next calendar day which is a business day;
 - (e) a business day means a normal working day in the Global Market;
 - (f) a calendar year means a year of the Gregorian calendar;
 - (g) the masculine gender includes the feminine;
 - (h) \$ is a reference to United States Dollars;
 - (i) “including” shall be deemed to be followed by the words “without limitation” or a term of like import;
 - (j) the singular includes the plural and vice versa.
- (2) Headings in these Regulations do not affect its interpretation.
- (3) 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.
- (4) 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, which interests shall, for avoidance of doubt, be governed by the laws of the Emirate of Abu Dhabi and all of their complementary resolutions.
- (5) In these Regulations, a reference to the Registrar making a determination as to a matter shall mean that the Registrar, based on information reasonably available, has concluded in its discretion that the matter in question is so.

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- (6) In these Regulations, a reference to real property is a reference to real property located in the Global Market Area and for which a folio of the Register has been or could be created under the provisions of these Regulations.

146. Defined Terms

In these Regulations, unless the context indicates otherwise:

Term	Definition
approved form	means a form approved by the Registrar;
Board Of Directors	means the board of directors of Global Market established pursuant to Article (4) of the Founding Law;
caveatee	means the registered freehold owner of real property described in a caveat, or the registered owner of a registered interest in real property described in a caveat, as the case may require;
caveator	means the person by whom or on whose behalf a caveat is lodged;
Convey	together with the correlative terms “conveyance” and “conveyed” means the creation, transfer, mortgage or assignment of real property or an interest therein as further described in Part 1, Chapter 2 of these Regulations; provided, however, that any conveyance or transfer of a freehold interest in real property shall be subject to subsection (1), Chapter 1, Part 1 of these Regulations.
correct	used as a verb, includes correct by addition, omission or substitution;
Court	means the Global Market Courts, established pursuant to Article (10) of the Founding Law;
deposit	means file with the Registrar other than for registration;
development	means a real estate development pursuant to a plan filed and accepted in accordance with the Global Market Strata Title Regulations;
document	means paper or other material (including electronic material) containing writing, words, figures, drawings or symbols;

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Term	Definition
electronic	means of or relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities;
error	includes an error by omission;
folio	means a folio of the Register created under these Regulations;
Founding Law	means Abu Dhabi Law No. 4 of 2013 concerning the Global Market;
fraud	means a consciously dishonest act by the party perpetrating the fraud, and not mere constructive or equitable fraud or fraud by a predecessor-in-interest;
Freehold Land Transfer Transaction	Means a transfer of a freehold interest in land;
Global Market	means the Abu Dhabi Global Market, the Financial Free Zone established pursuant to Federal Decree No. (15) of 2013 concerning the Establishment of a Financial Free Zone in the Emirate of Abu Dhabi;
Global Market Area	means the land situated on Al Maryah Island (formerly Al Sowwah Island), and further bounded as described in the Cabinet of Ministers Resolution No. (4) of 2013 concerning the Determination of the Geographical Boundaries of the Abu Dhabi Global Market, as the same may be further adjusted or modified in accordance with Abu Dhabi Law;
Global Market Regulations	means the regulations passed by resolution of the Board of Directors as authorised by the Founding Law, Article (6), including this Regulation and the Global Market Strata Title Regulations;
Global Market Strata Title Regulations	means the Abu Dhabi Global Market Regulations No. [●] of 2014 (Strata Title), issued by the Board of Directors of the Global Market;
Global Market Survey	means the survey of the Global Market Area to be procured by the Registrar which sets forth all or a portion of the lot

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Term	Definition
	numbers for the Global Market Area, as the same may be amended or updated from time to time;
instrument	includes: <ul style="list-style-type: none"> (a) a document that relates to or may be used to deal with a lot; (b) a map, survey or diagram; (c) an order of court; or (d) another document the Registrar has determined to accept for registration pursuant to Section 119(2).
interest	in relation to real property, means any interest in the real property, and any permanent structure or improvement (known in English law as a “fixture”) on the real property;
lodge	means file with the Registrar for registration;
lot	means a separate, distinct parcel of real property for which a Global Market Survey lot number has been allotted;
plan	means a strata plan or a development plan for a staged development scheme, each approved as required by the Global Market Strata Title Regulations;
primary application	means an application made under Section 30;
Real Property	means (i) non-fee-simple interests in 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 (ii) any interest therein;
register	in relation to a lot, interest, instrument or other thing, means record the particulars of the thing in the Register;
Register	means the Register established pursuant to these Regulations;
registered owner	means, in relation to a lot, a person recorded in the Register as owner of an interest in the lot, whether that interest is freehold or other than freehold;

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Term	Definition
registered real property	means real property for which a folio has been created;
Registrar	means the Registrar appointed by the Board of Directors to serve as head of the Registration Bureau pursuant to these Regulations;
Registration Bureau	means the Global Market Registration Bureau established pursuant to Article (11) of the Founding Law;
Regulations	means these Abu Dhabi Global Market Regulations No. [●] of 2014 (Real Property), issued by the Board of Directors of the Global Market;
Relevant Authority	means the authority within Abu Dhabi (including the Global Market) charged with the duty of implementing the Abu Dhabi Laws (including as to the Global Market) and policies of Abu Dhabi whose subject matter falls within its authority;
renew	in relation to a lease, includes extend;
Ruler	means the Ruler of the Emirate of Abu Dhabi;
statutory charge	means a charge on real property established by or under Abu Dhabi Law that imposes a restriction on the use of or dealing with the real property;
UAE	means the United Arab Emirates;
writ of execution	means a writ or warrant of execution after judgment in a court.

PART 22— SHORT TITLE; COMMENCEMENT; EXTENT

147. Short Title

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These Regulations may be cited as the “Real Property Regulations 2014”.

148. Legislative authority

These Regulations are made by the Board of Directors.

149. Application of these Regulations

These Regulations apply to real property within the Global Market Area.

150. Background to these Regulations

- (1) On 19 February 2013, the Ruler established the Global Market as a financial free zone in accordance with Abu Dhabi Law, pursuant to the Founding Law.
- (2) Pursuant to Article (6) of the Founding Law, the Board of Directors is given the power to issue Global Market Regulations relating to regulating the business and realizing the objectives of the Global Market.
- (3) Article (11) of the Founding Law requires the (a) Board of Directors to, among other things, appoint the Registrar by resolution, and (b) Registrar to manage the Registration Bureau under the direction and supervision of the Board of Directors, and register real properties and all related transactions such as mortgages, division of plots, sale, purchase or other transactions and any other personal or in kind rights on such real properties pursuant to the Global Market Regulations.
- (4) Article (11) of the Founding Law grants the Global Market the authority to establish bureaus, departments and agencies, including the Relevant Authorities some of which have been established on the date hereof. The Global Market reserves the right to create further relevant agencies not contemplated by these Regulations.

151. Purpose of these Regulations

These Regulations are intended to establish a system of registration for real property, and in particular:

- (a) to provide assurances as to title to real property within the Global Market Area;
- (b) to define the powers and functions of the Registrar in relation to real property within the Global Market Area; and
- (c) in particular, provide for a system whereby the Registrar in furtherance of the Global Market Law, shall be permitted to create folios of the real property in order to facilitate dealings in such real property as of the date of the effectiveness of these Regulations.

152. Date of enactment

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These Regulations are enacted on the date specified by the Board of Directors in the resolution approving the adoption of these Regulations.

153. Date of commencement

These Regulations come into force on the date specified by the Board of Directors in the resolution approving the adoption of these Regulations.

154. Real Property governed by these Regulations

From the date on which these Regulations come into force, but subject to Chapter 159, all real property from time to time within the Global Market Area is governed by these Regulations.

155. Application of certain statutes

- (1) These Regulations shall apply and have legal force in, and form part of the Regulations of, the Global Market, as provided in the Founding Law.
- (2) Notwithstanding subsection (1), all transactions relating to the transfer of freehold land located within the Global Market Area shall be governed by the laws of the Emirate of Abu Dhabi and all of their implementing resolutions.