

## Direction for General Regulation Concerning Jointly Owned Properties

### Chapter One Definitions and General Provisions

#### Article (1) Terms used in the Law

In these Regulations, the terms and expressions defined in Article (2) of the Law No. (27) of 2007 concerning Jointly Owned Properties in the Emirate of Dubai shall have the same meanings assigned to them in the said Article, and any reference to the word “Law” in these regulations shall mean the mentioned Law.

#### Article (2) Definitions

The following words and expressions, unless the context otherwise dictates, shall have the following meanings:

- Aggregate Entitlements: The total of all the Entitlements in a Jointly Owned Property Declaration.
- Association Manager: The person appointed as Association Manager in accordance with the Owners Association’s Constitution.
- Association Manager Agreement: An agreement under which an Owners Association appoints and delegates to an Association Manager.
- Common Elements: In relation to a building comprising Components, those parts of the building (including services, equipment and facilities) which will be used by one or more of the Components.
- Community Rules: The rules set out in the Jointly Owned Property Declaration.

Component:	Where a building has been subdivided by Volumetric Subdivision into two or more component parts each of which is intended for separate ownership and use, either as Jointly Owned Property or otherwise, one of those component parts.
Component Owner:	The owner of a Component.
Consumer:	An individual or corporate entity who is purchasing, or proposes to purchase, a Proposed Unit and who is not a Developer.
Developer	A Master Developer or a Sub-Developer.
Directions:	The cadastral survey directions issued by the Department in accordance with Regulation No. ( ) of 2010 Concerning Preparation of Survey Plans in the Emirate of Dubai.
Disclosure Statement:	A written statement under article (4).
Proposed Unit	A Unit: <ul style="list-style-type: none"> <li>(a) in a project under construction or proposed to be constructed which will upon completion of construction become subject to a Jointly Owned Property Declaration; or</li> <li>(b) in a completed project where the title to the Unit has not been issued by the Department and the seller of the Unit is a Developer.</li> </ul>
RERA:	The Real Estate Regulatory Agency.
Supply Agreement	An agreement for a term of not less than one year for the supply of goods or services, including Utility Services, to an Owners Association either directly or through a Building Management Statement.
Volumetric Subdivision	A subdivision of a building and the plot of land on which it is situated into two or more volumetric plots, each volumetric plot being defined in the manner prescribed by the Department and comprising part of the building.

**Article (3)**  
**Giving effect to the Regulation**

- (1) This Regulation takes effect on the day it is signed by the Chairman.
- (2) The Director General of the Department shall issue decisions, instructions and forms to give effect to and enforce this Regulation.
- (3) The Director General may by instrument in writing delegate any power, authority, duty or function conferred on him or the Department by this or any other Regulation under the Law, to RERA.

**Chapter Two**  
**Disclosure Statements and Consumer Protection**

**Article (4)**

- (1) Before a Consumer signs a contract to buy a Proposed Unit from a Developer, the Developer must give to the Consumer a written statement signed by a representative of the Developer setting out the following information:
  - (a) a description of the building or project of which the Proposed Unit will be part, including –
    - (i) the intended land uses within the building or project (e.g. residential, furnished or hotel apartments, retail, offices, multi-uses ... etc);
    - (ii) any features of, or equipment or services included in, the building or project that contribute to ecological sustainable development;
    - (iii) any ecological sustainable development rating that applies to the building or project, including details of the specifications authority;
    - (iv) any special use that applies to the Proposed Unit (e.g. furnished or hotel apartment);
    - (v) facilities on the proposed Common Areas that will be available for use by Owners and Occupiers as of right;
    - (vi) facilities within the building or project that will be available for use by Owners and Occupiers on a commercial basis; and
    - (vii) items of furniture and furnishings (if any) for the proposed Common Areas and the Proposed Unit that

the Developer commits to make available without additional charge;

- (b) a copy of the proposed Jointly Owned Property Declarations;
  - (c) a copy of any proposed Building Management Statement;
  - (d) a draft land plan for the Proposed Unit clearly showing the areas of the Unit required by the Directions to be shown on the plan for registration purposes, but showing no other areas;
  - (e) a schedule of materials and finishes for both the proposed Common Areas and the Proposed Unit;
  - (f) a copy of any Supply Agreement to be entered into by the proposed Owners Association;
  - (g) a budget prepared on a reasonable basis having regard to the Association Constitution for both the general fund and reserve fund for the first two financial years of operation of the proposed Owners Association;
  - (h) an estimate, based on that budget, of the service charges payable in respect of the Proposed Unit to each of those funds during those two financial years;
  - (i) proposed arrangements for the supply of Utility Services to the Jointly Owned Property and the Unit;
  - (j) where any Utility Service will be provided by a non-Dubai Government entity, other than the Owners Association –
    - (i) the name of the entity that will provide the Utility Service;
    - (ii) whether the entity is related to the Developer; and
    - (ii) a reasonable estimate of the annual cost of the Utility Service to the Proposed Unit;
  - (k) whether the Owners Association will on-sell any Utility Service to Unit Owners and, if so, details of the supply arrangements;
  - (l) whether construction has commenced and if not, the estimated date for completion of construction;
  - (m) the estimated date on which the property will be handed over to the purchaser; and
  - (n) a statement directing the purchaser's attention to their obligation to register the contract in the interim or permanent real estate register, as applicable, in accordance with the related laws.
- (2) Before a Consumer enters into a contract to sell a Proposed Unit that they are purchasing from a Developer or another Consumer they must give the purchaser from them a complete copy of the statement they received upon buying the Proposed Unit.

**Article (5)**  
**Missing, Inaccurate or Incomplete**  
**Disclosure Statements**

- (1) If a Developer fails to give a statement under sub-clause (1) of article (4), then the contract in respect of which the statement should have been given is void and of no effect.
- (2) If a Consumer fails to provide a copy of a statement in accordance with sub-clause (2) of article (4), then the contract in respect of which the copy statement should have been provided is void and of no effect.
- (3) The Developer is deemed to have warranted the information in a statement given under sub-clause (1) of article (4) and if within two years of the date on which the Unit is transferred from the Developer any of that information is found to be inaccurate or incomplete in a material way the Developer will be liable to the Consumer to whom the Unit is transferred for damages, whether the Consumer purchased from the Developer or another Consumer.

**Article (6)**  
**Completion Certificate Information**

Upon handing over to the purchaser of a Proposed Unit that is a building or part of a building, the Developer must advise the purchaser in writing of the date of the completion certificate for the building. The purchaser may rely upon this advice for the purpose of the warranties in article 26 of the Law.

**Article (7)**  
**Financial Matters**

- (1) Subject to any contractual provision existing at the date of commencement of these Regulations, a Developer is responsible for all costs and expenses associated with a plot prior to that plot becoming Jointly Owned Property.
- (2) Once a plot becomes Jointly Owned Property, the Owners Association for that Jointly Owned Property becomes responsible for all costs and expenses associated with that Jointly Owned Property that are rightly attributed to it by the Law, and the regulations, resolutions and directions made under the Law.

- (3) A Developer must bear all costs associated with the rectification of defects in Jointly Owned Property and must ensure that no such costs are passed to an Owners Association. Where this Article is breached the Owners Association may recover the costs from the Developer.
- (4) After the date of commencement of these Regulations, the Developer or any Sub-Developer must not seek to shift responsibility for the costs and expenses referred to in sub-clause (1) of this article to any Owners Association or Consumer and any provision purporting to do so shall be void and of no effect.
- (5) A Developer must pay the payable fees to the Department upon registration of the Owners Association.
- (6) Sub-clause (4) of this article does not apply to any insurance premiums or other deposits.
- (7) Amounts paid in advance by the Developer and relating to coverage, goods or services to be provided or delivered after constitution of the Owners Association shall be reimbursed, provided:
  - (a) if the amount is payable by or to be borne by the Owners Association, the amount does not exceed the amount that would have been payable by the Owners Association had it paid for the insurance premium or other deposit itself; or
  - (b) if the amount is payable by or to be borne by a Consumer, the amount does not exceed the proportion of the insurance premium or other deposit that would have been payable by the Consumer had the premium or expense been paid by the Owners Association from funds raised from service charges.
- (8) A Developer must bear the fees for connecting utilities to the project and may not claim the amounts paid in this respect from the Purchasers of the units or Owners or the Association.
- (9) A Developer must not collect service charges or Utility Charges obtaining a written approval from RERA.
- (10) Where a Developer has collected service or other charges from purchasers of Units or Proposed Units the Developer must within 3 months of the date on which the Owners Association was formed:
  - (a) have a registered auditor undertake an audit of all moneys received and expended who must certify:

- (i) that the moneys have been properly expended in accordance with the purpose of the Service Charges or Utility Charges; and
    - (ii) the reconciled balance of unexpended funds held by the Developer;
  - (b) within 21 days of the Owners Association being constituted for the units or land concerned, pay to the Owners Association any funds held by the Developer on behalf of the Owners Association and when the audit report is received, the reconciled balance of unexpended funds so certified; and
  - (c) within 21 days of being so directed by the Department, pay to the Owners Association the whole or part of the amount of any moneys that were not properly expended in accordance with the purpose of the service or other charge, as certified by the auditor.
- (11) Before making a direction under paragraph (c) of sub-clause (10) of this article, RERA must serve a written notice on the Developer setting out particulars of the improper expenditure and the reasons why RERA believes that the money should be paid to the Owners Association.
- (12) Where a Developer has used service or other charges raised from purchasers of Units or Proposed Units to acquire goods or equipment and such goods or equipment are still in existence as at the date of constitution of the Owners Association constituted by those purchasers, then the Developer must transfer ownership and possession of such goods and equipment to the Owners Association. RERA may adjudicate on any issues arising out of this requirement.
- (13) A provision in a Sale and Purchase Agreement, whether relating to a Proposed Unit or an existing Unit, must not conflict with the Law, this regulation or any other regulation made under the Law and is invalid to the extent of any such conflict.

### **Article (8)** **Requirements for Filing**

- (1) A Building Management Statement shall be filed in the circumstances set out in article 27(2) of the Law, and shall comply with the provisions of this regulation as well as resolutions and directions issued by RERA.

- (2) All buildings subject to a Volumetric Subdivision must have a Building Management Statement.
- (3) If a Developer wishes to make a Volumetric Subdivision, it must bear all relevant costs including without limitation (Volumetric Subdivision, preparation of the Building Management Statement, consulting, preparation of Joint own property Declaration).
- (4) The purpose of a Building Management Statement is to –
  - (a) identify the Components;
  - (b) identify the Common Elements;
  - (c) specify which Component Owners own the various Common Elements;
  - (d) specify rights of access, including for Utility Services, to a Component where those rights are over or through another Component;
  - (e) specify rights of support or shelter of the Components;
  - (f) specify how the Common Elements are to be maintained and who is to be responsible for their maintenance;
  - (g) specify how the costs of maintenance, including renewal and replacement costs, are to be shared by the Component Owners; and
  - (h) set out the arrangements for building related insurances, including the basis on which the costs of insurance will be shared by the Component Owners.
- (5) A Building Management Statement may authorize:
  - (a) the opening of a bank account in the name of the Owners Association to which it relates;
  - (b) specify the way in which signatories to operate that bank account are determined; and
  - (c) specify any constraints on the operation of that bank account;

and a bank is authorized to open such an account and allow it to be operated in accordance with the escrow account of Owners Associations and terms of the Building Management Statement.

### **Article (9) Optional Contents**

A Building Management Statement must contain arrangements about the matters in sub-clause (4) of article (7) and may also contain provisions about any or all of the following:



- (a) establishment and operation of a management group;
- (b) calculation, imposition and recovery of maintenance (including renewal and replacement) charges;
- (c) calculation, imposition and recovery of charges to fund the promotion of commercial or retail facilities within the building;
- (d) architectural standards for the building the subject of the Building Management Statement;
- (e) waste management, energy and water efficiency and other environmental management requirements;
- (f) rules for use of Common Elements;
- (g) administrative arrangements and record keeping;
- (h) dispute resolution; and
- (i) such other matters as are reasonably required to protect the interests of the owners and occupiers of Components.

**Article (10)**  
**Binding Effect of Building Management Statement**

A Building Management Statement shall bind the Component Owners, including Owners Associations, Unit Owners, Occupiers and persons having an interest in rem in a Unit.

**Article (11)**  
**Effect of Easements, Covenants and Restrictions**

Any easements, covenants or restrictions in a Building Management Statement shall have effect according to their terms.

**Article (12)**  
**Effect of Conflicting Provisions**

A provision in a Building Management Statement must not conflict with the Law, or regulations, resolutions and directions made under the Law and is invalid to the extent of any such conflict.

**Article (13)**  
**Form and Content**

The Department General Director may specify the form and detail of the content of a Building Management Statement.

**Chapter Three**  
**Supply Agreements**

**Article (14)**  
**Control Period**

The Control Period commences upon registration of the Owners Association and ends when the combined Entitlements of Owners, other than the Developer, equal or exceed two thirds of the Aggregate Entitlements.

**Article (15)**  
**Term Limitation**

- (1) Supply Agreements with a term exceeding 3 years, including any option to renew, are prohibited.
- (2) The Association Manager may not enter into agreements with a term exceeding 3 years.

**Article (16)**  
**Termination Right**

- (1) An Association Manager Agreement and Supply Agreements entered into by an Owners Association during the Control Period may be terminated by a resolution of a majority of Owners (other than the Developer and related parties or interest groups) at its first Annual General Assembly.
- (2) To terminate the Association Manager Agreement or any other Supply Agreement the Board will give notice of the resolution passed pursuant to Article 16(1) to the manager or supplier whereupon the agreement shall be terminated.

**Article (17)**  
**Content of Certain Agreements**

- (1) A Supply Agreement or Association Manager Agreement to which this Article applies must include clauses dealing in every respect with the following:

- (a) in the case of a supply of goods, the agreement must include a complete description of those goods and the price to be paid for them, which must be a price competitive with prices obtainable on the open market for similar goods; or
- (b) in the case of services –
  - (i) a detailed description of the services to be provided;
  - (ii) the fee to be charged for those services, which must be a fee competitive with fees obtainable on the open market for similar services;
  - (iii) a means of monitoring and assessing the performance of the service provider;
  - (iv) provision for termination of the agreement for non-performance or other default;
  - (v) provision allowing the Owners Association, on reasonable terms, to vary the services or service levels to be provided, subject to a corresponding adjustment of the fee; and
  - (vi) a prohibition on the service provider seeking or accepting secret commissions or incentives or bribes in relation to goods or services to be procured from third party providers.
- (c) in the case of supplying goods or providing services –
  - (i) the supplier or service provider should have a trade license authorizing it to supply the goods and requirements or provide the required services;
  - (ii) no supplier or service provider may subcontract a third party to supply or provide that service; and
  - (iii) Operational and overheads cost, salaries, appointment of employees for the company shall not be charged to the Owner Association or the owners.
- (d) in the case of appointing a company to provide management services for the Common Areas
  - a. the Owners Association must contract with registered companies and licensed by RERA to provide the management services to the Common Areas pursuant to Law No. 27 of 2007 and its implementation regulations.
  - b. The management contract must be registered with RERA.
- (6) If a Supply Agreement or Association Manager Agreement does not comply with any of the above clauses, then any Owner may apply to the appropriate Court to invalidate the agreement or amend its terms.

## **Chapter Four Community Rules Enforcement Notices**

### **Article (18) Service of Notice**

If the Board of an Owners Association reasonably forms the opinion that an Owner or occupier is in breach of a Community Rule the Board may authorize the Association Manager to serve a Community Rules Enforcement Notice on the offending Owner or Occupier. The notice must be in the form provided by the Department and completed in accordance with instructions on that form.

### **Article (19) Failure to Comply**

- (1) If an Owner or Occupier on whom a valid Community Rules Enforcement Notice is served, fails to comply with that notice the Board may, by further notice, impose a monetary penalty on the Owner or Occupier not exceeding AED 2,000. That further notice must be in the form provided by RERA and completed in accordance with instructions on that form.
- (2) A monetary penalty imposed under this Chapter may be recovered by the Owners Association as a debt.

## **Chapter Five Appointment of Temporary Administrator**

### **Article (20)**

If any of the following circumstances exist -

- (a) the Owners Association refuses or fails to comply with a dispute resolution decision made by a private adjudicator or RERA;
- (b) the Owners Association fails to discharge a duty imposed on it by the Law, or the regulations, resolutions or directions made under the Law; or
- (c) the affairs of the Owners Association are in serious disarray,

then RERA may appoint an administrator to take control of the Owners Association for a specified period of time.

**Article (21)**  
**Effect of Appointment**

Upon appointment of a temporary administrator:

- (a) all positions on the Owners Association's Board are vacated;
- (b) the powers and functions of the Owners Association Board are conferred on the administrator for the period specified by RERA; and
- (c) the administrator must comply with RERA's written directions, whether given in the instrument making the appointment or subsequently.

**Article (22)**  
**Election of New Board**

In a timely manner before the term of appointment of the administrator expires, the administrator must convene a meeting of the General Assembly to elect a new Board which will assume responsibility for the governance of the Owners Association from the time of expiry of that term.

**Chapter Six**  
**Registration of Owners Associations**

**Article (23)**  
**Requirements for Registration**

- (1) To establish an Owners Association, the following documents must be lodged:
  - (a) Application for Registration;
  - (b) the Common Areas Site Plan;
  - (c) the Jointly Owned Property Declaration;
  - (d) the title document for the plot the subject of the Site Plan or a letter from the Department stating that the title document is under process;
  - (e) the audit report prepared under sub-article (10) of article (7) or an undertaking to lodge it within the specified period;
  - (f) the transfer of the first Unit;
  - (g) if the application is made by Unit Owners, evidence of service of and non-compliance with the notice under article (11), sub-

- article (3) of the Jointly Owned Property Declaration Regulations (No # of 2010);
- (h) the Department's fees; and
  - (i) such other documents as the Department may require.
- (2) The Director General of the Department may require submission of any or all of the documents in sub-clause (1) of this article, including any part of any such document, to be lodged electronically.

#### **Article (24)** **Management and Accounting System**

- (1) An Owners Association, once registered, must use an electronic management and accounting system to keep its accounting and other statutory records and to produce the forms and other documents required to be produced by or under its Constitution and the Regulations.
- (2) The electronic management and accounting system referred to in sub-clause (1) of this article must be approved by the RERA.
- (3) An Owners Association, once registered, must provide the RERA with such data relevant to its affairs in the form and manner and at the times required by RERA.
- (4) RERA may extend the time, either generally or in a particular case, for compliance with a provision of this article.

#### **Article (25)** **Establishing the Owners Association**

- (1) The Developer registering an Owners Association in respect of a project must:
  - (a) keep the books and records of the Owners Association as required under its Constitution;
  - (b) effect in the name of the Owners Association the insurances that it is required to effect;
  - (c) prepare all the documents required to be dealt with at the First Annual General Assembly of the Owners Association;
  - (d) hold that First Annual General Assembly; and
  - (e) administer the Owners Association and the Common Areas (including their repair and maintenance) until the First Annual General Assembly.
- (2) The Owners Association is responsible for the reasonable costs of the things required to be done under sub-article (1) of this article.

- (3) The Director General may issue directions in respect of a particular building or community, or buildings and communities in Dubai generally, controlling the level of service charges imposed pending the establishment of an Owners Association and the holding of its first Annual General Assembly.

**Article (26)**  
**Failure to Maintain Common Areas**

- (1) If an Owners Association has failed to maintain its Common Areas in accordance with its Constitution or Jointly Owned Property Declaration, RERA, or a party authorized by it, may carry out an inspection of the Jointly Owned Property.
- (2) If having carried out such an inspection RERA, or the party authorized by it, finds out that the Owners Association has failed to maintain its Common Areas, then RERA must issue a written notice to the Owners Association specifying the breach, the work to be carried out by the Owners Association and a reasonable time in which the work must be completed.
- (3) If the Owners Association fails to comply with the rectification notice, RERA may do all or any of the following:
  - (a) appoint an temporary administrator under Chapter 5 of this Regulation;
  - (b) impose a penalty not exceeding AED100,000.

**Chapter Seven**  
**Transitional Provisions**

**Article (27)**  
**Definitions**

- Existing Project: Any existing project on the Effective Date, in respect of which:
- (a) one or more Proposed Units have been sold by the Developer to a Consumer; or
  - (b) the Developer has existing arrangements in place, which are reasonably achievable, to release the project to market within the First Period and such release occurs within that period.

First Period	The period commencing on the Effective Date and ending 3 calendar months after its commencement.
Second Period	The period commencing upon expiry of the First Period and ending 6 calendar months after its commencement.
Interim Disclosure Statement:	A statement in compliance with article (31).

**Article (28)**  
**Exclusion of Articles (4) and (5)**

This Chapter applies to the Existing Project, while Articles (4) and (5) do not apply to an Existing Project until the expiry of the Second Period.

**Article (29)**  
**First Period Requirements**

- (1) During the First Period, before a Consumer signs a contract to buy a Proposed Unit in an Existing Project, the Developer must attach to that contract a Notice to Purchaser in the form approved by RERA.
- (2) During the First Period, before a Consumer enters into a contract to sell a Proposed Unit in an Existing Project that they are purchasing from a Developer or another Consumer they must attach to that contract a Notice to Purchaser in the form approved by RERA.
- (3) If a Developer fails to comply with sub-clause (1) of this article, the contract to which the Notice to Purchaser should have been attached is void and of no effect.
- (4) If a Consumer fails to comply with sub-clause (2) of this article, the contract to which the Notice to Purchaser should have been attached is void and of no effect.

**Article (30)**  
**Second Period Requirements**

- (1) During the Second Period, before a Consumer signs a contract to buy a Proposed Unit in an Existing Project the Developer must:
  - (a) attach to that contract a Notice to Purchaser in the form approved by RERA; and



- (b) give to the Consumer an Interim Disclosure Statement.
- (2) During the Second Period, before a Consumer enters into a contract to sell a Proposed Unit that they are purchasing from a Developer or another Consumer, they must:
  - (a) attach to that contract a Notice to Purchaser in the form approved by RERA; and
  - (b) give the purchaser from them a complete copy of any Interim Disclosure Statement that they received when they purchased the Proposed Unit.
- (3) If a Developer fails to comply with sub-clause (1) of this article, the contract to which the Developer's obligation applied is void and of no effect.
- (4) If a Consumer fails to comply with sub-clause (2) of this article, the contract to which the Consumer's obligation applied is void and of no effect.

**Article (31)**  
**Interim Disclosure Statement Requirements**

An Interim Disclosure Statement must be signed by the Developer and set out the following information:

- (a) a description of the building or project of which the Proposed Unit will be part, including –
  - (i) the intended land uses within the building or project (e.g. residential, furnished or hotel apartments and retail);
  - (ii) any features of, or equipment or services included in, the building or project that contribute to ecological sustainable development;
  - (iii) any special use that applies to the Proposed Unit (e.g. serviced apartment);
  - (iv) facilities on the proposed Common Areas that will be available for use by Owners and Occupiers as of right;
  - (v) facilities within the building or project that will be available for use by Owners and Occupiers on a commercial basis; and
  - (vi) items of furniture and furnishings (if any) for the proposed Common Areas and the Proposed Unit that the Developer commits to make available without additional charge;
  - (vii) a draft plan for the Proposed Unit clearly showing the areas of the Unit required by the Directions to be shown on the plan for registration purposes, but showing no other areas;

- (viii) a schedule of materials and finishes for both the proposed Common Areas and the Proposed Unit;
- (ix) whether any Supply Agreements are to be entered into by the proposed Owners Association and, if so, which agreements;
- (x) proposed arrangements for the supply of Utility Services to the Jointly Owned Property and the Unit;
- (xi) where any Utility Service will be provided by a non-Dubai Government entity, other than the Owners Association, a statement identifying the Utility Service and indicating how charges will be made for that Utility Service;
- (xii) whether the Owners Association will on-sell any Utility Service to Unit Owners and, if so, providing details of the supply arrangements;
- (xiii) whether construction has commenced and if not, specifying the estimated date for commencement of construction;
- (xiv) a reasonably estimated date on which the property will be handed over to the purchaser; and
- (xv) a statement directing the purchaser's attention to their obligation to register the contract in the interim real estate register in accordance with the related laws including a statement explaining the consequences of non-registration.

### **Article (32) Developer warranty**

The Developer is deemed to have warranted the information in an Interim Disclosure Statement and if within two years of the date on which the Unit is transferred from the Developer any of that information is found to be inaccurate or incomplete in a material way the Developer will be liable to the Consumer to whom the Unit is transferred for damages, whether the Consumer purchased from the Developer or another Consumer.

### **Article (33) Building Management Statements**

- (1) The Building Management Statement must contain provisions that are reasonably necessary to regulate the rights and obligations of the owners to be bound by it, including the basis on which maintenance and other costs are to be fairly shared among all parties.
- (2) Without prejudice to the provisions of sub-article (1) of this article, a provision of a Statement must not conflict with the Law, or the regulations, resolutions or directions made under the Law and is invalid to the extent of any such conflict.

- (3) RERA may refuse to register a Statement if in its opinion its provisions are not in accordance with sub-articles (1) and (2) of this article.

**Article (34)**  
**Supply Agreements**

- (1) This article applies to an Owners Association where at the time of its registration in accordance with this Regulation, title certificates for its individual Units had been issued by the Department.
- (2) The Developer who registers an Owners Association to which this article applies may not, as a duly authorized delegate of the Owners Association, enter into a Supply Agreement on its behalf.

**Article (35)**  
**Collection of Service Charges and Utility Charges**

- (1) A Developer may not impose any Service Charges or Utility Charges on the purchasers and owners of units in Jointly Owned Properties Areas or Common Areas without obtaining the written consent of RERA.
- (2) In the event of a Developer is in breach of clause (1) of this Article, RERA may take legal action against such Developer.

**This Direction is effective from on 13<sup>th</sup> of April 2010 in the emirate of Dubai**