

MASTER COMMUNITY DECLARATION

TILAL AL GHAF MASTER COMMUNITY

DUBAI, UNITED ARAB EMIRATES

Contents

1. Preliminary.....	1
2. Duties and obligations of the Master Developer	11
3. Budget and Master Community Charges	14
4. Third party service providers	19
5. Rights and obligations of Owners and Occupiers	20
6. Relationships with Master Developer and Developer.....	31
7. Variations.....	33
8. Assignment and delegation	34
9. Address for service.....	35
10. Liability	36
11. Governing law and jurisdiction.....	36
12. Disputes	36
13. Severance	37
Schedule 1 Master Plan.....	38
Schedule 2 Declaration of Adherence.....	40
Schedule 3 Fees and Penalties	41

1. Preliminary

1.1 Preamble

- (a) The Master Developer is the entity appointed and authorized by the owner of the Master Plot to manage, control and maintain the Master Community.
- (b) The Master Plot is to be developed by the Master Developer, the Developer(s) and other public and private investors, into the Master Community.
- (c) The Master Community will comprise of Sole Ownership Components, Jointly Owned Components (inclusive of Component Common Areas) and Communal Facilities.
- (d) For the proper management, administration, maintenance and control of the Master Community, the Master Developer seeks to implement an ownership and management scheme as more fully provided for in this Declaration.

1.2 General Purpose of this Declaration

- (a) By this Declaration the Master Developer imposes upon itself, all Developers, Owners, including all Owners Associations within the Master Community, and Occupiers a mutually beneficial scheme for the management, administration, maintenance and control of the Master Community.
- (b) The Master Developer shall endeavor to put into place appropriate mechanisms to ensure that the high standards of maintenance and use of the Master Community are preserved for the mutual benefit of all current and future Owners, Occupiers and visitors within the Master Community.
- (c) The Master Developer hereby agrees to undertake the following obligations for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts:
 - (i) to provide for the proper and mutually beneficial construction and development, management, administration and control of all aspects of common interest in the Master Community, including in particular, the Communal Facilities;
 - (ii) to establish a fund for the expenses of the Communal Facilities and for the proper performance of the Master Developer's responsibilities hereunder, including a provision for future expenses;
 - (iii) to determine and collect Master Community Charges for the purposes of the said fund from the Owners of Single Ownership Component, the Jointly Owned Components and/or Owners Associations;
 - (iv) to enforce Owners obligations in terms of this Declaration and the Rules

and Regulations created in terms hereof and apply the Fees and Penalties and any other remedies permitted under the Applicable Law;

- (v) to maintain and insure all Communal Facilities according to the standards envisaged by the Master Developer, and where necessary, to repair and replace such Communal Facilities
 - (vi) in general:
 - (A) to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community;
 - (B) to promote and encourage Owners to maintain at all times the external appearances of their Properties in a clean and tidy condition and to maintain high standards in this regard so as to ensure that the appearance of their Properties are both aesthetically pleasing and desirable when viewed from the outside and further to take steps to enforce the maintenance of such standards where deemed necessary in the opinion of the Master Developer;
 - (C) to protect and promote the interests of the Owners, as far as the Master Community is concerned;
 - (vii) to administer the issuance of Clearance Certificates referred to in Clause 1.1(c); and
 - (viii) to create from time to time suitable Rules and Regulations for the management of the Master Community, including such rules of conduct as the Master Developer may deem necessary.
- (d) The Master Developer shall have the power to perform such acts as are necessary and reasonably required to accomplish the fulfilment of the foregoing obligations including, but not restricted to, powers specifically set out in this Declaration.

1.3 Binding Intent

- (a) This Declaration shall come into force from the date of this Declaration.
- (b) This Declaration shall be binding upon the Master Developer and upon all Owners and Occupiers within the Master Community including:
 - (i) the Owners of Single Ownership Components (villas and individually owned stand-alone properties);
 - (ii) the Owners of the Jointly Owned Components (strata units and connected townhouses);
 - (iii) the visitors of the Owners and Occupiers in the Master Community;

and

- (iv) the Owners Associations in their capacity as Owners of Common Areas, and shall inure for the benefit of all such Owners from time to time.
- (c) This Declaration shall override any previous master community declaration or essential principles of declaration issued by the Master Developer and any constitution, rules or by-laws of any Owners Associations.
- (d) Every Property is sold, owned, occupied and/or used, as the case may be, subject to the terms of this Declaration, and this Declaration (where possible) shall be registered on the Title Register of all Properties maintained by the Land Department to ensure that the Third-Party Interests and Restriction that it contains will constitute a Protected Interest that will run with and perpetually bind all such Properties and their Owners from time to time.
- (e) Each Owner has an obligation in favour of other Owners, Occupiers and Owners Associations within the Master Community to comply with this Declaration.
- (f) Each Occupier and visitor of the Master Community has an obligation in favour of other Occupiers, Owners and Owners Associations within the Master Community to comply with this Declaration to the extent such provisions apply to an Occupier or visitor.
- (g) A breach or violation of this Declaration, in addition to any other remedies available to the Master Developer, may entail the application of penalties pursuant to Schedule 3 (as may be amended) and/or the Applicable Law.

1.4 Definitions

In this Declaration, except where the context otherwise requires, the following words and expressions shall have the following meanings:

Accounting Date means 31 December in any year or such other date as the Master Developer may nominate from time to time.

Alienate means to alienate, or otherwise dispose of, ownership, or possession, of any, or any part of:

- (a) a Single Ownership Component, or
- (b) a Jointly Owned Component (including Common Areas),

and includes alienation by way of sale, transfer, exchange, grant, deed, succession, assignment, court order, Long Leasehold, or change of control in, insolvency,

bankruptcy or liquidation of an Owner, and **Alienation, Alienated** or **Alienating** shall have corresponding meanings.

Applicable Law means Federal laws and laws of the Emirate of Dubai and any other laws, regulations, decrees, resolutions or rules applicable in the Emirate of Dubai, United Arab Emirates as may be amended or reenacted;

Budget means a budget prepared in accordance with Clause 3 comprising the projected income and expenditure for a particular Financial Year in respect of the Communal Facilities, including without limitation the Master Community Charges.

Building means any building erected or to be erected on the Master Plot.

Building Common Areas Site Plan means a plan that show the Units (or Townhouses) and Common Areas in a Jointly Owned Component of a building which together with a plan of the Unit (or Townhouse) constitutes a 'site plan' as defined in the Jointly Owned Property Law.

Built up Area means the built-up area of a Plot calculated in accordance with the Master Developer's method of calculation of built up areas or such other method of calculation as may be required pursuant to the Applicable Laws.

Clearance Certificate means the no objection certificate or other approval issued by the Master Developer confirming that all Master Community Charges, Fees and Penalties and any Security Deposit due to the Master Developer by an Owner have been paid and that the Owner has generally complied with its obligations pursuant to this Declaration up to a certain point in time.

Common Areas means parts of a Jointly Owned Component subdivision that have been designated for use in common by Owners of Jointly Owned Component and shown on Building or Land Common Areas Site plans as applicable.

Component Common Areas means those parts of a Jointly Owned Component not physically forming part of the units and intended for benefit or use in common, by all the Owners in that Jointly Owned Component, as identified on its Common Area Site Plan including all shared parts and walls, foyer, lobby, corridors, lifts, hallways, open areas, services, fire and safety facilities, transport access systems, security facilities, utility and administrative buildings or areas, installations, improvements and common assets;

Communal Facilities means all improvements, infrastructure, services, facilities and all other common assets and facilities of the Master Community designated for the benefit or use in common by all Owners and Occupiers within the Master Community as may be shown on the Master Plan regardless of whether such Communal Facilities are located within the boundary of a Jointly Owned Component and regardless of whether such Communal Facilities are retained by the Master Developer (excluding the Master Developer's Facilities) or a Third Party Service Provider, which may include:

- (a) roads, roundabouts, intersections, pathways, pavement sides, drainage ways curbs, gutters, median strips, bridges and viaducts;
- (b) lakes, ponds, canals, promenades, fountains, water features and other waterways including all equipment associated with them;
- (c) landscaping, open space areas and playgrounds;
- (d) wires, cables, pipes, sewers, drains, ducts, devices and equipment by which Units or Common Areas are supplied with utilities; and
- (e) measuring or utility service supply devices designated for common use by the Owners and Occupiers of the Units and/or Townhouses.

Community Rules means the rules applicable to the Owners and Occupiers within the Master Community determined by the Master Developer, and such further rules as the Master Developer may make from time to time pursuant to Clause 2.2(g), but for the avoidance of any doubt as at the date of this Declaration, shall mean the version of the Community Rules attached to the Owners' SPAs as Schedule D.

Constitution/JOP Declaration means the rules and regulations that govern an Owners Association in compliance with the Jointly Owned Property Law, a draft of which will be provided to the Owners of the Jointly Owned Component.

Declaration means this document together with the Schedules thereto as any of them may be amended from time to time pursuant to Clause 7, but for the avoidance of any doubt shall mean the version of the Declaration, which may be registered with the Land Department in respect of the Master Community.

Default Rate means a rate of interest of one percent (1%) per month calculated daily, as may be amended from time to time.

Developer means in respect of any part of the Master Community, the sub-developer of that part with whom the Owners have entered into SPAs.

Fees and Penalties mean any sum of money, other than Master Community Charges, which may be due and payable to the Master Developer by an Owner, Occupier, Owners Association or Developer including fees for applications, services, certificates or permits, liquor licensing fees, hospitality taxes, advertising and signage fees, planning control fees, charges for the supply of services, and penalties for breach or violation of this Declaration or the Rules and Regulations.

Financial Year means a calendar year ending on an Accounting Date.

Handover Date means the date upon which the possession of a Single Ownership Component or a Jointly Owned Component subdivision, as the case may be, is first given by the Developer to an Owner.

Improvements mean any external alterations, additions or decorations in respect of a Plot or Unit proposed to be made by any Developer, Owner or Owners Association.

Utility Services means any and all services relating to:

- (a) information and communication technology (including the installation, use and operation of telephony, TV, cable, internet, voice or video transmission, regional and international data circuits, data transmission and data centre service); and/or
- (b) district utilities (including the connection, use and operation of district cooling, electricity, water (potable, irrigation and its discharge) and gas services).

Intellectual Property means the Master Developer's and Developer's trademarks, service marks, trade names, logos, designs, symbols, emblems, insignia, slogans, copyrights, know-how, confidential information, drawings, plans and other identifying materials whether or not registered or capable of registration which are owned by the Master Developer or Developer.

Jointly Owned Component means the whole or part of a Building or land, or both, divided into Plots, Units or Townhouses intended for separate ownership where part of such Building or land has been designated as Common Areas and in respect of which a separate Owners Association is or will be established pursuant to the Jointly Owned Property Law.

Jointly Owned Property Law means Dubai Law No. 6 of 2019 regarding Ownership of Jointly Owned Property in the Emirate of Dubai and includes any regulations and decisions issued by the Land Department from time to time pursuant to that law, or any replacement, amendments or re-enactment thereof.

Land Common Areas Site Plan means a plan that shows Plots (or Townhouses) and Common Areas in a Jointly Owned Component subdivision of land which together with a plan of the plot constitutes a 'site plan' as defined in the Jointly Owned Property Law.

Land Department means the Land Department of the Government of Dubai or other applicable registry including RERA.

Long Leasehold means a lease, usufruct or musataha granted over Property for a term of ten (10) years or more.

Managing Agent means any person or body appointed by the Master Developer as an independent contractor, or as an agent, to undertake any of the functions of the Master Developer contained in this Declaration.

Master Community means the mixed-use commercial, residential, hospitality, leisure and retail real estate community being developed on the Master Plot known as Tilal Al Ghaf Master Community, as shown on the Master Plan and as may be varied from time to time in accordance with this Declaration.

Master Community Charges means the annual community fees levied by the Master Developer upon the Owners for payment towards the costs and expenses incurred by the Master Developer in the management, operation, administration, repair, maintenance, servicing and control of the Communal Facilities and the Master Community as a whole including without limitation the establishment of reasonable maintenance reserves.

Master Developer means Majid Al Futtaim Emirati Communities Operation LLC which definition shall include, where the context so permits, the Master Developer's Affiliates.

Master Developer's Affiliate means an entity which controls, is controlled by or is under common control (through management agreement or shareholding) with the Master Developer and/or any entity to whom the various rights, powers and duties of the Master Developer are assigned from time to time for the purpose of owning, developing, managing, servicing or transacting in respect of the Master Community.

Master Developer's Facilities means the facilities and amenities located within the Master Community that, at the Master Developer's election from time to time, will not form part of the Communal Facilities and will remain exclusively owned, managed and maintained by the Master Developer and/or the Master Developers Affiliates as its/their property at its or their own expense and for its own profit.

Master Insurance Policy means a master policy or several policies maintained by the Master Developer from time to time as more fully provided for in Clause 5.4.

Master Plan means the overall site plan for the Master Community registered or to be registered with the Land Department, a preliminary copy of which is contained in Schedule 1, as may be amended from time to time pursuant to Clause 7.

Master Plot means plot no. 1233 at Al Hebiah Fourth, Dubai, UAE and any additional land that may form part of the Master Community, as more particularly identified on the Master Plan upon which the Master Community is being developed.

Occupier means any occupier, lessee, licensee, invitee, visitor or any other person with any right of occupation or possession of a Property, including an Owner's contractors, servants, agents, employees, guests, family members or mortgagee in possession.

Owner means an owner of a freehold or Long Leasehold interest in a Property within the Master Community (including an owner whose title registration is

pending and including its legal heirs, successors-in-title and permitted successors and assigns) and, where there is more than one owner in relation to a Property, the "Owner" for the purposes of this Declaration is the owner of the most derivative interest.

Owners Association means an association formed pursuant to the Constitution and the Jointly Owned Property Law between all the Owners of Units or Townhouses in a Jointly Owned Component for the purpose of administering, managing and maintaining its Common Areas.

Participation Quota means the percentage share of the total annual Master Community Charges allocated to a Building or Property as determined by the Master Developer from time to time in accordance with Clause 7.2, provided that such determination by the Master Developer is calculated in accordance with any directions issued by the Land Department or RERA.

Plot means a plot of land that is unlimited in height and depth and includes a Single Ownership Component land or a land unit in a Jointly Owned Component.

Podium means the podium structure of a Building (if any).

Property means a property contained within the Master Community, being a Single Ownership Component or a Jointly Owned Component (Unit, Townhouse or Common Areas) and a reference to Properties means all of them, as the context so permits.

Protected Interest means an adverse interest registered (where possible) on a Title Register and to which a new Owner of a Property becomes bound, as provided in the Real Property Law.

Provisional Community Fee means in respect of each Financial Year, the sum fixed in advance by the Master Developer pursuant to Clause 1.1(g) as being a reasonable estimate of an Owner's Master Community Charges for the relevant Financial Year.

Real Property Law means the property laws of the UAE as applicable to the Master Plot in the Emirate of Dubai as it may be amended from time to time.

Regulations means those regulations set out in Clause 5.13 of this Declaration and such further regulations as the Master Developer may make from time to time pursuant to Clauses 2.2(g).

Regulatory Body means the authoritative entity which may be appointed by the Master Developer pursuant to the Jointly Owned Property Law for administering, managing and controlling the Master Community (or any part of it) in accordance with this Declaration.

Relevant Authority means the Government of the Emirate of Dubai in the UAE or

any other federal or local competent authority as the case may be, or any person or entity relating to or acting in connection with the Government of the Emirate of Dubai or the UAE having any jurisdiction or authority over the Master Community or any ministry, department, municipality or local authority, including (where relevant and appropriate) the Master Developer in such capacity.

RERA means the Real Estate Regulatory Agency, being the regulatory arm of the Land Department.

Reserve Fund has the meaning attributed to it in Clause 3.1(b) (ix).

Restriction means an entry on a Title Register imposing a limitation on the ability of the Owner to Alienate the Property, as provided in the Real Property Law.

Rules and Regulations means, individually and collectively, the Community Rules and the Regulations.

Security Deposit means the deposit payable by an Owner to the Master Developer to secure payment of Master Community Charges and Fees and Penalties as provided for in Clause 3.3.

Single Ownership Component means land that is registered, or to be registered, as a single title and not divided into Units owned by multiple Owners.

SPA means the sale and purchase agreement entered into by a Developer and an Owner for the purchase of a Unit, Townhouse or Single Ownership Component.

Third Party Interest means a right, covenant or other interest in a Property, as provided in the Real Property Law.

Third Party Service Provider means a person or entity other than the Master Developer who is the owner of a freehold, easement or Long Leasehold interest in any part of the Communal Facilities and where such Communal Facilities are made available for the use and enjoyment of Owners and Occupiers within the Master Community.

Title Register means for each relevant Property, an individual register of title within the Land Department for that Property.

Townhouse means a dwelling connected to another or multiple dwellings by a common structural wall located within a Jointly Owned Component.

UAE means the United Arab Emirates.

Unit means a unit or units forming part of a Building (such as an apartment, office or retail unit) owned by a single Owner and located within a Jointly Owned Component.

1.5 Interpretation

- (a) The clause and paragraph headings in this Declaration are for convenience only and shall be disregarded in construing this Declaration.
- (b) Unless the context clearly indicates a contrary intention, use of the singular shall include the plural and vice versa, a reference to any one gender shall include the other genders and any reference to 'persons' includes natural persons, legal persons, firms, partnerships, companies and corporations and any executor, administrator, substitute, permitted assign or any replacement of any of them.
- (c) Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- (d) When any number of days is prescribed in this Declaration, the same shall be calculated exclusively of the first and inclusively of the last day unless the last day falls on a Friday, Saturday or proclaimed public sector holiday in the UAE, in which event the last day shall be the next succeeding day which is not a Friday, Saturday or public holiday.
- (e) If any provision of this Declaration is in conflict or inconsistent with any law or regulation, the invalidity of any such provision shall not affect the validity of the remainder of the provisions of this Declaration.
- (f) If there is a conflict, ambiguity or inconsistency between this Declaration and any SPA or between this Declaration and any Constitution, then the provisions of this Declaration prevail to the extent of any inconsistency, ambiguity or conflict, shall be interpreted by the Managing Agent and in the case of any Constitution, the relevant Constitution shall be amended accordingly by the relevant Owners Association.
- (g) If any provision in a definition in this Declaration is a substantive provision conferring rights or imposing obligations on any of the Owners then, notwithstanding that it is only in the definition clause of this Declaration, effect shall be given to it as if it were a substantive provision in the body of this Declaration.
- (h) All dates and periods shall be determined by reference to the Gregorian calendar.
- (i) The Preliminary and Schedules attached to this Declaration are deemed to be incorporated in and form part of this Declaration.
- (j) Unless expressly stated otherwise in this Declaration or otherwise required under Applicable Law, any discretion, right or determination vested in the

Master Developer or the Managing Agent, including any right to grant or withhold an approval, shall be exercisable at their respective sole and absolute discretions.

- (k) The expressions "include", "includes", "including" and "other" do not limit the generality of any preceding expressions and are deemed to be expressing a class of things "without limitation".

2. Duties and obligations of the Master Developer

2.1 Management Function

The Master Developer shall undertake the following duties to ensure the provision and preservation of the Communal Facilities:

- (a) Construct, develop, operate, maintain, repair, improve, manage and insure the Communal Facilities in the best interests of the Master Community and its constituent parts. In particular, but without prejudice to the generality of the foregoing, the Master Developer shall:
- (b) construct, develop, repair, redecorate, maintain and where necessary renew and improve, clean, landscape, garden and light the Communal Facilities;
- (i) pay from Master Community Charges for all water, electricity, telephone, gas, refuse collection and insurance charges for the Communal Facilities or any part thereof and all other charges in connection with any other services provided to or incurred in connection with the Communal Facilities or any part thereof;
- (ii) pay from Master Community Charges for any rates, charges, duties, taxes, assessments or outgoings of whatsoever nature imposed upon the Communal Facilities or any part thereof;
- (iii) install, operate, maintain and repair the Communal Facilities;
- (iv) employ such administrative, professional, security and managerial staff and other labour, and retain the services of such lawyers, accountants, architects and other professional personnel as shall be required in connection with the management and maintenance of the Communal Facilities and the Master Community for the performance of the Master Developer's obligations hereunder;
- (v) procure contracts and agreements in respect of the Communal Facilities for electricity, gas, fuel, water, telephone, cleaning, security, garbage disposal, landscaping, pest control, grounds maintenance and other services or such of them as the Master Developer may deem necessary or desirable;

- (vi) make provision for such reasonable reserves for future or deferred repair, maintenance, replacements or improvements of the Communal Facilities or any part thereof as the Master Developer shall think fit;
 - (vii) provide all such items of equipment, such services and facilities, and such machinery and stock-in-trade as the Master Developer shall from time to time think fit to provide for the benefit of Owners and Occupiers within the Master Community or which are appropriate for the protection of the value and quality of the Communal Facilities or any part thereof; and
 - (viii) maintain the Master Insurance Policy as more fully provided for in Clause 5.4.
- (c) The Master Developer shall have the right to manage any other areas, structures and/or features within the Master Community for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts.
- (d) The Master Developer shall have the right to impose restrictions on the undertaking of works to Property in the Master Community including requirements for prior approval to be obtained in advance of the commencement of work, the approval of plans, restrictions on working hours, approval of contractors and the imposition of mitigation measures to minimize the impact of such works. In undertaking this role, the Master Developer shall be entitled to charge an administration fee.

2.2 Administrative Function

The Master Developer shall take all actions necessary to control, manage and administer the Master Community for the benefit of all Developers, Owners, Owners Associations and Occupiers. In particular, but without prejudice to the generality of the foregoing, the Master Developer shall:

- (a) regularly review and, as frequently as the Master Developer deems necessary or desirable, determine the issues, matters, services, breaches or violations that will be subjected to Fees and Penalties and determine the quantum of those Fees and Penalties;
- (b) regularly review, and as frequently as the Master Developer deems necessary or desirable, determine, publish and notify Owners as to the prospective date from which any changes to the Fees and Penalties will be effective;
- (c) have the power to do, or refrain from doing, all things incidental to Clauses 2.2(a) and (b) including the levying and collecting of Master Community Charges and any Fees and Penalties; the initial indicative, non-exclusive list of the Fees and Penalties applicable as at the date of this Declaration is attached herewith as Schedule 3 which may be amended by the Master Developer from time to time

as contemplated by Clauses 2.2(a) and (b);

- (d) take such action as may be necessary (including court, legal and other professional fees) to enforce payment of monies due to it, including Master Community Charges, Fees and Penalties, or compliance of obligations owed to it in whatsoever capacity by the Owners and Occupiers and each of them;
- (e) ensure coordination and integration of construction activities within the Master Community including:
 - (i) physical site management: arrival and departure of materials, plant and equipment, the location and storage of materials, management of site and sales offices, hoarding and other movable structures;
 - (ii) construction, design, and development programs, in particular, to ensure the correct and timely interfacing of any Building constructed on the Master Plot with adjacent buildings;
 - (iii) ensuring the provision of all necessary utilities to the boundary of the Master Plot; and
 - (iv) master planning;
- (f) promote, manage and undertake all public events on the Communal Facilities as more fully provided for in Clause 5.11(c);
- (g) erect, display and control public space advertising and all signage generally within the Master Community including all Properties and Communal Facilities as more fully provided for in Clause 5.11(d);
- (h) at the Master Developer's discretion, establish a marketing fund for the promotion of the Master Community generally;
- (i) administer the collection of Security Deposits and the issuance of Clearance Certificates as more fully provided for in Clauses 3.3 and 5.6(b); and
- (j) make such Community Rules as the Master Developer deems appropriate and not inconsistent with this Declaration:
 - (i) for the furtherance and promotion of any of the purposes of this Declaration;
 - (ii) as to what constitutes appropriate use of any part of the Communal Facilities or a Property;
 - (iii) as to the resolution of disputes;
 - (iv) as to all matters pertaining to fire, health, safety and environmental protection; and

- (v) for the better management of the Communal Facilities and the administration and governance of the Master Community generally.

2.3 Regulatory Body

- (a) Without limitation to Clause 8, the Master Developer's authority and control over all the Master Community pursuant to this Declaration may be assigned or transferred (in whole or in part) to a Regulatory Body.
- (b) In the event the Master Developer assigns or transfers any of its authority and control over the Master Community to a Regulatory Body:
 - (i) the Regulatory Body shall exercise such control and authority in accordance with this Declaration and the provisions of the Jointly Owned Property Law; and
 - (ii) the Master Developer will immediately cease to be responsible for any management, administration, maintenance or control of the Master Community and be released from any and all claims, losses, costs, damages or liability whatsoever, however and to whomsoever incurred or sustained arising from or in relation to the Master Developer's management, administration, maintenance or control of the Master Community.

3. Budget and Master Community Charges

3.1 The Budget and Determination of Master Community Charges

- (a) The Master Developer shall, at least three (3) months prior to the end of each Financial Year, prepare the Budget for the next Financial Year in respect of the Communal Facilities and the performance of its obligations hereunder together with all administrative and other expenses relating thereto for which the Master Developer is responsible.
- (b) Provision shall be made in the Budget for the Master Community Charges, which shall include without limitation:
 - (i) expenses in respect of the operation, maintenance and repair of the Communal Facilities;
 - (ii) Master Insurance Policy premiums and the reasonable costs associated with obtaining, maintaining and administering the Master Insurance Policy;
 - (iii) landscaping expenses;
 - (iv) expenses and charges in respect of utilities and support services;

- (v) statutory rates, taxes and charges;
 - (vi) administrative and professional expenses;
 - (vii) management fees;
 - (viii) marketing fees; and
 - (ix) provision for future maintenance and repairs or capital expenditure (a **Reserve Fund**).
- (c) In compiling the Budget as required in this Clause 3.1:
- (i) Master Community Charges relating to the entire Master Community, for which the Master Developer is responsible, shall be taken into account;
 - (ii) the Master Developer shall be responsible for such Master Community Charges as are apportioned to it as provided in Clause 6.1(a);
 - (iii) the balance of the Master Community Charges shall be allocated to the Properties in accordance with this Clause 3;
 - (iv) any Property dedicated to and accepted by a Relevant Authority or public utility company and any undeveloped plots within the Master Community owned by the Master Developer or Developer shall be excluded from the Budget calculation save to the extent that there are any outgoings payable in respect of such Property; and
 - (v) liability for payment of the above Master Community Charges to the Master Developer shall vest in the individual respective Owners of Single Ownership Components and Jointly Owned Components. The authority and function to collect Master Community Charges from such Owners may be delegated by the Master Developer to Owners Associations or vice versa.
- (d) For any one Financial Year the Master Developer may prepare:
- (i) a single consolidated Budget for the entire Master Community; or
 - (ii) a Budget which may collectively consist of:
 - (A) separate office, retail, residential, leisure or other industry specific budgets insofar as they relate to such portion exclusively (**Industry Budgets**);
 - (B) separate precinct, phase, cluster, neighbourhood or zone budgets insofar as they relate to such area exclusively (**Precinct**

Budgets); and

- (C) a general budget for the overall Master Community in respect of Master Community Charges not included in the separate budgets (**General Budget**).
- (e) Insofar as a consolidated Budget is prepared, Master Community Charges contained in such Budget shall be allocated to the Buildings and Properties in accordance with their respective Participation Quota.
- (f) Insofar as separate budgets are prepared, Master Community Charges contained in such budgets shall be allocated to the Buildings and Properties as follows:
- (i) Master Community Charges contained in the General Budget shall be allocated to the Buildings and Properties as Master Community Charges in accordance with their respective Participation Quotas; and
- (ii) Master Community Charges contained in the Industry Budgets or Precinct Budgets shall be allocated to the relevant Buildings and Properties (as determined by the Master Developer) as Master Community Charges in accordance with their respective Participation Quotas.
- (g) Immediately upon finalising a Budget for any Financial Year:
- (i) the Master Developer shall allocate the total amount of the approved Budget to the Buildings and Properties contained within the Master Community in accordance with this Clause 3 and, upon the posting of a notice in this regard to the Owners and the Owners Associations of the Jointly Owned Properties, the contributions shall become due and payable by such Owners and Owners Associations to the Master Developer in quarterly instalments in advance on the first day of each quarter of each Financial Year;
- (ii) the Master Developer shall be entitled to further break down, levy and collect the Master Community Charges due in respect of the Buildings and Properties into proportionate shares for each Owner within the relevant Buildings and Properties and, upon the posting of a notice in this regard to the Owners of Property, the contributions shall become due and payable by such Owners to the Master Developer in quarterly instalments in advance on the first day of each quarter of each Financial Year,
- (each a **Provisional Master Community Charge**).
- (h) The Master Developer's authority and function to break down, levy and collect the Master Community Charges from such Owners described in Clause 3.1(g) (ii) may be delegated in writing by the Master Developer to the relevant Owners

Associations.

- (i) As soon as reasonably practicable following the end of each Financial Year, the Owners of Property shall be provided with a statement reflecting the actual Master Community Charges for the relevant Financial Year, which statement shall be certified by the Master Developer. Such statement shall be conclusive evidence of all matters of fact referred to in it (save in the event of manifest error).
- (j) In the event that an Owner's share of the Master Community Charges as shown in the statement for any Financial Year:
 - (i) exceeds the amount paid as a Provisional Master Community Charge for that period, the Owner shall pay the excess to the Master Developer on demand; or
 - (ii) is less than the amount paid as a Provisional Master Community Charge for that period, the Master Developer shall credit the excess to the Owner against the Master Community Charges payable by the Owner for the following Financial Year.

3.2 Collection of Master Community Charges and Fees and Penalties

- (a) To ensure proper and timely payment of Master Community Charges and of any Fees and Penalties, every Owner of a Single Ownership Component and Jointly Owned Component shall be subject to the following:
 - (i) each such Owner, by taking transfer of title, is deemed to covenant and agree to pay Master Community Charges and Fees and Penalties in accordance with this Declaration;
 - (ii) without prejudice to the Master Developer's rights, including to seek recovery of such money from a previous Owner, on becoming an Owner, the Owner will be automatically liable to pay any monetary liabilities outstanding from a previous Owner, including Master Community Charges and Fees and Penalties, despite the fact that such liability may have arisen prior to the Owner becoming and Owner;
 - (iii) no Owner or Occupier shall enjoy the privileges of usage of the Communal Facilities unless the Owner shall have paid all Master Community Charges and Fees and Penalties which may be due and payable to the Master Developer;
 - (iv) upon the Handover Date of a Property, an Owner becomes liable for payment of Master Community Charges in respect of the unpaid portion of Master Community Charges for that Financial Year. In respect of any subsequent Alienation of the Property, the new

Owner becomes liable for payment of all Master Community Charges due in respect of such Property, including any arrears;

- (v) in case of contingency, the Master Developer may from time to time, when necessary and if the Reserve Fund is insufficient or otherwise allocated for other purposes, make special Master Community Charge levies upon such Owners in respect of any unforeseen expenses which have not been included in the Budget referred to in Clause 3 and such special Master Community Charge levies may be made payable in one sum or in such instalments as the Master Developer may determine;
 - (vi) each Owner is deemed to have granted the Master Developer a lien on the Owner's Property to secure the payment of all money payable by the Owner under the Declaration or the Rules and Regulations; with such lien registered on the Title Register under, and by virtue of, this Declaration (which shall rank in priority from the time of registration of this Declaration) and if an Owner fails to pay its Master Community Charges or any Fees and Penalties payable to the Master Developer on their due date, the Master Developer may enforce payment of the Master Community Charges and Fees and Penalties as a secured debt, or otherwise institute an action for the recovery thereof in any competent court, and (if possible or where required) register a more specific charge or lien on the Owner's Property;
 - (vii) where any Title Register shows that a Property is owned in the joint names of more than one person, all the registered Owners of that Property shall be jointly and severally liable for the due performance of any obligation to the Master Developer;
 - (viii) each such Owner shall be liable for all legal costs, including lawyers' fees, collection commission, expenses and other charges incurred by the Master Developer in obtaining the recovery of due, but unpaid, Master Community Charges arrears or Fees and Penalties, or enforcing compliance with this Declaration; and
 - (ix) the Master Developer shall be entitled to charge a fee for late payment on any arrears amounts. Such fees shall be calculated at the Default Rate from the date on which the amount is due and payable up to and including the date of payment and the Owners agree and acknowledge that such fee is a reasonable pre-estimate of the losses incurred by the Master Developer as a result of late payment of the due amounts. In addition to such fee, the Master Developer shall be entitled to charge a further administration fee for dealing with bounced cheques.
- (b) Each Owners Association shall be responsible for apportioning its own

Common Areas expenses to its own members according to the provisions of its Constitution and accounting to the Master Developer for the settlement of such expenses.

3.3 Security Deposit

- (a) Upon the Handover Date of a Property, the Owner and on any subsequent Alienation of such Property, the new Owner shall lodge with the Master Developer a Security Deposit in an amount as determined by the Master Developer from time to time as security for the Owner's obligations to pay Master Community Charges and Fees and Penalties.
- (b) The Security Deposit will be held by the Master Developer as a continuing covering security and the Master Developer may apply the Security Deposit in whole or in part towards the Owner's payment obligations.
- (c) If the whole or any portion of the Security Deposit is applied against the Owner's payment obligations, the Master Developer shall notify the Owner in writing and the Owner shall immediately make up the whole or the balance of the Security Deposit in accordance with Clause 1.1(a).
- (d) The Owner shall not be entitled to set off any Master Community Charges or Fees and Penalties against the Security Deposit. The Security Deposit, or balance thereof, shall be returned to the Owner upon its lawful Alienation of the Property, subject to Clause 5.6 and the submission of a new Security Deposit by the new Owner.
- (e) The Master Developer may invest or deposit the Security Deposit in an income or interest-bearing account and shall be entitled to retain any interest or other income earned on the Security Deposit.

4. Third party service providers

4.1 Where there is one or more Third Party Service Providers (including without limitation where the Master Developer exercises any of its rights contained in Clause 8), then such Third-Party Service Providers shall have the same rights and obligations of the Master Developer in relation to the relevant Communal Facilities and Master Community Charges as the context shall permit in relation to each of the following:

- (a) Clause 1.3 in relation to the binding nature of this Declaration;
- (b) Clause 2.1 and Clause 2.2 in relation to the management function and administrative function respectively of the Master Developer;
- (c) Clause 3.1 in relation to the determination of the Budget and Master Community Charges;

- (d) Clause 3.2 in relation to the collection of the Master Community Charges;
- (e) Clause 3.3 in relation to the provision of a Security Deposit;
- (f) Clause 5.1 and Clause 5.2 in relation to the general rights and obligations of Owners and Occupiers;
- (g) Clause 6.1 in relation to the general relationship with the Master Developer;
- (h) Clause 6.5 in relation to damage or destruction of the Communal Facilities;
- (i) Clause 8 in relation to the assignment or delegation of rights and obligations contained in this Declaration; and
- (j) Clause 10 in relation to liability.

4.2 Each Owner and Occupier shall perform, observe and be liable to any Third Party Service Providers for the same matters described in Clause 4.1 as they are to the Master Developer and shall enter into such documents as the Master Developer requires in order to enable the Third Party Service Provider to enforce such obligations.

5. Rights and obligations of Owners and Occupiers

5.1 General

- (a) Every Owner and Occupier is obliged to comply with:
 - (i) the provisions of this Declaration and all Rules and Regulations passed by the Master Developer pursuant to it;
 - (ii) any agreement concluded by the Master Developer insofar as such agreement may directly or indirectly impose obligations on an Owner and have been notified to the Owner; and
 - (iii) any directive given by the Master Developer in enforcing the provisions of this Declaration.
- (b) The Master Developer and every Owner, including each and every Owners Association, shall collectively, to the best of their ability, further the objects and interests of the wider Master Community.
- (c) All Owners and Occupiers agree and undertake to keep all Communal Facilities, and all Component Common Areas clean, clear and free of all obstacles and obstructions.
- (d) All maintenance/repair works or services to be provided by contractors or service providers within the Master Community's Communal Facilities shall

be subject to the Master Developer's prior written approval. If approved, the Master Developer shall issue a work permit certificate to the relevant party prior commencement of works.

- (e) All maintenance/repair works or services to be provided by contractors or service providers within the Component Common Areas shall be subject to the Owners Association's prior written approval. The Owners Association shall issue a work permit certificate to the relevant party prior commencement of works.

5.2 Communal Facilities

- (a) The Master Developer shall provide such Communal Facilities as it deems appropriate for the reasonable proper functioning of the Master Community.
- (b) Each Owner and Occupier acknowledges and understands:
 - (i) that it will be necessary at all times to ensure proper integration as between an Owner's Property and the Communal Facilities;
 - (ii) that it will be necessary to allow any necessary access and easements required by the Master Developer to operate and maintain the Communal Facilities or exercise its powers under the Declaration;
 - (iii) that each Owner is required to pay a contribution towards the cost of operation, maintenance and repair of the Communal Facilities generally and a contribution towards the cost of Communal Facilities attributable to the relevant Common Areas as part of the Master Community Charges pursuant to Clause 3.1; and
 - (iv) without prejudice to the Owner's or Occupier's obligations, liabilities and responsibilities under this Declaration, including to pay money, that each Owner's, and each Occupier's, use and enjoyment of the Communal Facilities is at all times subject to payment of the Master Community Charges and any other amount of money payable to the Master Developer including Fees and Penalties, and that the Master Developer may cease the access to or use of Communal Facilities for defaulting Owners or Occupiers.
- (c) The Master Developer shall be entitled to allocate as and convert any area or facility in the Master Community (other than an Owner's Property) to a Communal Facility or a Master Developer's Facility.
- (d) The Master Developer shall be entitled (but not obliged) to maintain and repair any property within the Master Community in any manner as it deems fit to ensure the continuous supply of utilities and to retain the reputation value of the Master Community. In such case, the Master

Developer shall have the right to recover all costs and expenses from the relevant Owner or Occupier, as the case may be, who caused the damages, obstacles or obstructions.

5.3 Utility Services

- (a) The Master Developer and/or the Master Developer's Affiliates shall be at liberty at any time to provide any installations, structures, devices, connections and equipment for the Utility Services or other services within the Master Community.
- (b) In such circumstances where Utility Services or other services are provided each Owner may be required by the Master Developer to obtain the types of services made available by the Utility Services or other services for its Property exclusively from the Master Developer, Master Developer's Affiliates or its appointed service providers as applicable, and shall be required to do so pursuant to an exclusive supply agreement and paying charges for the same at prevailing market rates in accordance with that agreement, as determined by the Master Developer, the Master Developer's Affiliates or its appointed service providers.
- (c) Each Owner shall be responsible for payment of the costs associated with the connection and consumption of the Utility Services or other services in connection with its Property.

5.4 Master Insurance Policy

- (a) The Master Developer shall maintain a Master Insurance Policy for the Master Community, which Master Insurance Policy shall consist of:
 - (i) material damage and third-party liability cover in the form of 'Contractors All Risks Insurance', whilst the Master Community is in the course of construction, to benefit each Property until its Handover Date; and
 - (ii) perpetually on an annually renewable basis, material damage and third-party liability cover in the form of 'Property All Risks Insurance' in relation to the Communal Facilities as more particularly provided for in the Master Insurance Policy. It shall be the responsibility of each Owner to check the extent of cover provided under the Master Insurance Policy, a copy of which shall be available upon request, and to maintain its own policy of insurance as necessary pursuant to this Clause 5.
- (b) Each Owner of a Property will be required to pay a pro-rata contribution to the Master Developer towards the annual premiums of the Master Insurance Policy and the Master Developer's reasonable costs associated with obtaining, maintaining and administering the Master Insurance Policy.
- (c) An Owner shall not do any act or thing and shall not omit, permit or suffer to be

done any act or thing, in the Master Community which may render the Master Insurance Policy or any policy of insurance contemplated by or required to be effected and maintained under this Declaration void, voidable or liable to any increase in the cost of any such insurance.

5.5 Insurance

- (a) Subject to Clause 5.4, the Master Developer shall not be liable for the insurance of the Component Common Areas which shall be the responsibility of the relevant Owners Association.
- (b) Each Owner acknowledges that the Master Developer shall not be responsible for insuring any items not expressly set out in this Declaration and further acknowledges that the responsibility to insure for such matters remains with the relevant Owner.
- (c) On and from its Handover Date, each Owner shall be responsible for arranging and maintaining all appropriate insurances for its Property at its own cost, including without limitation public liability insurance, Property insurance, temporary loss insurance, and any other insurance that a prudent owner would insure against from time to time.
- (d) Owners shall submit copies of their annual insurance certificates to the Master Developer within four (4) weeks from the Handover Date or from the date of issuance in case of renewal.
- (e) Master Developer is entitled at discretion (but not obliged) to procure any insurances it deems appropriate on behalf of the Owners and forward such cost to them as part of the Mast Community Charges or as a separate cost.

5.6 Alienation

Any Alienation of any Property is subject to the following:

- (a) the Alienating Owner shall make known to its successor the contents of this Declaration, and shall procure its successor's consent to abide by this Declaration and the Rules and Regulations by requiring their successor(s) to sign and deliver to the Master Developer a Declaration of Adherence substantially in the form attached hereto as Schedule 2;
- (b) the successor of the Alienating Owner shall further submit to the Master Developer a Security Deposit as a condition precedent to such Alienation;
- (c) if all provisions of this Declaration, including provisions relating to the payment of Master Community Charges and Fees and Penalties, have been complied with by the Alienating Owner, then the Master Developer shall provide a Clearance Certificate to the Alienating Owner;

- (d) an Owner shall not be entitled to Alienate its Property or any interest therein without delivering the successor's signed Declaration of Adherence and Security Deposit to the Master Developer and obtaining a Clearance Certificate;
- (e) until compliance with the other provisions of this Clause 5.6, the Alienating Owner will continue to be jointly and severally liable, with its successor, for the due performance of, and adherence to, this Declaration and the Rules and Regulations even though its ownership in the Property has been Alienated;
- (f) in the event that an Owner is a corporate entity (and not an individual person or persons):
 - (i) the Owner shall submit a copy of its annual return and/or trade/commercial license renewal or equivalent yearly within four (4) weeks from date of submission to or issuance by the relevant authorities; and
 - (ii) any change in the majority shareholding of the legal entity shall be deemed to be an Alienation of the Property and the Owner, prior to such change of shareholding, shall be required to deliver a notice, duly signed by all the Directors, to the Master Developer informing it of the anticipated change of shareholding and to obtain a Clearance Certificate; and
- (g) the authority and function to issue Clearance Certificates may be delegated by the Master Developer to Owners Associations.

5.7 Improvements

- (a) An Owner shall not undertake any improvements, additions or external alterations to a Property without the prior written consent of the Master Developer. The granting or withholding of consent shall be at the discretion of the Master Developer exercised in the best interests of the Master Community and neighboring Owners. Despite any approval granted by the Master Developer, no improvements may be undertaken until any approval required from any Relevant Authority, as may be applicable, has been obtained by the Owner and evidence of the same provided to the Master Developer's satisfaction.
- (b) If an Owner fails to comply with the provisions of Clause 5.7(a) and such failure persists for a period of five (5) days after written notice given by the Master Developer (except in cases of emergency where no notice shall be required), the Master Developer shall be entitled, but without obligation, to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from the relevant Owner on demand in addition to any Fees and Penalties, and the Master Developer shall not be liable towards the violating Owner for, and is hereby released from, any claims arising from undertaking such remedial action, or arising from not taking any action at all.

5.8 Use of Property

An Owner shall not change the use of a Property without the prior written consent of the Master Developer. The granting or withholding of consent shall be at the discretion of the Master Developer exercised in the best interests of the Master Community and neighboring Owners. Despite any approval granted by the Master Developer, the change of use shall not be effective until any approval required from any Relevant Authority as may be applicable, has been obtained by the Owner and evidence of the same provided to the Master Developer.

5.9 Conversion of Single and Jointly Owned Properties

If at any time it is proposed to convert a Single Ownership Component to a Jointly Owned Component, or vice versa, the prior written consent of the Master Developer is required (such consent shall be in the discretion of the Master Developer exercised in the best interests of the Master Community and neighboring Owners). In order to obtain the Master Developer's consent, the following conditions shall be met:

- (a) the plans and specifications for any improvements attendant upon such conversion are acceptable to the Master Developer;
- (b) the provisions of the Real Property Law are complied with. For example, any conversion from a Single Ownership Component to a Jointly Owned Component shall comply with the Jointly Owned Property Law, including without limitation title registration of each Unit or Townhouse therein, the formation of an Owners Association and the adoption of a Constitution for the Owners Association; and
- (c) the conversion will not entail a reduction in aggregate Master Community Charges allocated to and payable by the Owner(s) of the relevant Property.

5.10 Intellectual Property

- (a) Each Owner agrees and acknowledges that the Intellectual Property is the sole and exclusive property of the Master Developer and/or the Developer and that any goodwill that may develop therein, whether directly or indirectly, as a result of the Owner's use of the Intellectual Property shall inure solely to the benefit of and become the sole property of the Master Developer and/or the Developer.
- (b) An Owner shall not:
 - (i) use any Intellectual Property without the express written authorization of the Master Developer and/or the Developer;
 - (ii) adopt or use any intellectual property that is confusingly similar or identical to or is a simulation or imitation of any of the Intellectual

Property;

- (iii) at any time use or apply to register in its own name in any part of the world any of the Intellectual Property or any intellectual property so nearly resembling the Intellectual Property as to be likely to deceive or cause confusion; or
- (iv) use the Intellectual Property or any intellectual property confusingly similar thereto in any part of the world as part of any corporate business or trading name or style or domain name or register in its own name as a trading name or domain name any of the Intellectual Property or any intellectual property so nearly resembling them as to be likely to deceive or cause confusion.

5.11 Marketing and Signage

- (a) The Master Developer enjoys unrestricted rights with regard to the marketing of the Master Community generally and has the right to levy a marketing fee as part of the Master Community Charges established and payable pursuant to Clause 3.1.
- (b) The Master Developer shall have the option to establish and operate a marketing suite within the Master Community and may levy a fee in respect of this as part of the Master Community Charges established and payable pursuant to Clause 3.1.
- (c) The Master Developer shall have the exclusive advertising right over, and an exclusive right to the use of, all advertisement spaces within the Master Community including signage, hoarding, etc. The Master Developer shall have the exclusive right to erect and display all forms of promotional advertisements within the parking spaces and Communal Facilities. Without limiting the generality of the foregoing:
 - (i) the Master Developer has the exclusive right to set standards and to erect and display public space advertising, and all signage generally and to collect revenues derived therefrom and to apply the net revenues toward the costs incurred by the Master Developer in undertaking its diverse obligations pursuant to this Declaration;
 - (ii) an Owner may not erect and display public space advertising and/or signage on or within its Property or Building without written consent of the Master Developer which shall be entirely at the Master Developer's discretion and in each instance subject to the payment of the relevant Fees and Penalties; and
 - (iii) an Owner who is a licensed developer purchasing a plot for development and sale purposes may be permitted to erect hoarding and/or promotional signage on its Property during the course of

carrying out any permitted construction provided such hoarding and/or promotional signage complies with all applicable laws and provided that the Owner shall first obtain the written consent of the Master Developer in each instance, and shall pay to the Master Developer the relevant Fees and Penalties as a condition of providing its consent.

- (d) Solicitation or the distribution of posters/flyers distributed, within the Master Community, for any cause, charity, business or events shall be subject to the prior written approval of either the Master Developer or the Managing Agent.

5.12 Public Events

- (a) The Master Developer has the exclusive right:
 - (i) to promote, manage and undertake all public events on the Communal Facilities; and
 - (ii) to apply the net revenues generated therefrom toward the costs incurred by the Master Developer in undertaking its diverse obligations pursuant to this Declaration.
- (b) No public events may be held in or on any part of the Communal Facilities without the prior written consent of the Master Developer.
- (c) Without limitation, the Master Developer shall have the right as a term of its consent to:
 - (i) manage and promote all such permitted public events in or upon the Communal Facilities; and
 - (ii) collect revenues derived from such permitted events and to apply the revenues in accordance with Clause 5.12(a)(ii).
- (d) The Master Developer shall have the right to hold any event in or on any part of the Communal Facilities without any cost or charge to the Master Developer, the organiser or the participants.
- (e) Events to be conducted on Jointly Owned Components (or any part thereof) or a Single Ownership Component (or any part thereof) that might impact upon the Communal Facilities (or any part thereof) or the Component Common Areas (or any part thereof) shall be advised to, and agreed with, the Master Developer no less than seven (7) days prior to the date on which such event is intended to be conducted and shall at all times be subject to the Master Developer's approval.

5.13 Regulations

Subject always to the Jointly Owned Property Law, in order to protect the interests of every Owner and Occupier and to ensure the maintenance and promotion of harmony in the physical and social environment of the Master Community, every Owner, including each and every Owners Association and every Occupier shall comply with, and promote and ensure compliance with, the following:

- (a) Owners shall maintain its Property in a neat and tidy condition and in a state of good repair. An Owner shall not place or do anything on any part of its Property, including balconies and patios which is aesthetically displeasing or undesirable when viewed from the outside of the Property;
- (b) no vehicle, boat or trailer shall be parked on any part of the Master Community except in the allocated car parks or areas;
- (c) nothing shall be done in or upon any Property or the Communal Facilities which is noisome, unsightly, injurious, objectionable, illegal or detrimental, a public or private nuisance or a source of damage or disturbance to any Owner or Occupier in the Master Community;
- (d) an Owner shall not contravene any law, by-law, decree or statutory regulations, or the conditions of any license, relating to or affecting the occupation or use of any Property or of the Communal Facilities;
- (e) Owners shall comply with all security procedures and directives implemented and issued from time to time by the Master Developer;
- (f) Owners shall adhere strictly to the terms of easements and restrictions benefiting or burdening its Property;
- (g) all Community Rules;
- (h) such Rules and Regulations as are made by the Master Developer pursuant to Clauses 2.2(g) or 7; and
- (i) Owners shall procure that their Occupiers are aware of, and shall comply with, this Clause 5.13.

5.14 Easements

- (a) The Master Developer shall have the following easements in relation to every Building, Property and Common Areas as the case may be:
 - (i) full rights of access to the Building, Property and Common Areas at any time as necessary for the purpose of constructing, removing, altering, inspecting, maintaining and repairing the Communal Facilities, including works to address any matter which poses a risk to the well-being of Owners, Occupiers or the environment of the

Master Community;

- (ii) free and uninterrupted passage for all Utility Services to be conveyed across a Building, Property and Common Areas in order to supply and operate the Communal Facilities or as otherwise deemed necessary by the Master Developer;
 - (iii) full rights (but not the obligation) of access to the Building, Property and Common Areas at any time as necessary for the purpose of constructing, removing, altering, painting, maintaining and repairing any fencing, boundary, retaining or other dividing walls or structures (including their respective foundations or supports) that are adjacent to either a Building or Property owned or leased by the Master Developer and/or Developer or the Communal Facilities; and
 - (iv) the right of unimpeded access to provide emergency services. The Master Developer shall be entitled to grant the aforementioned easements and any other easements and other rights in rem on the Master Plot as it deems necessary to Third Party Service Providers for the installation, operation and maintenance of infrastructure and services to the benefit of the Master Community. Such easements and rights shall be binding on every Owner (including its successors, assigns or nominees).
- (b) Every Owner and Occupier shall have the right and non-exclusive easement of use, access and enjoyment in and to the Communal Facilities, subject to its due observance and performance of the provisions of this Declaration (including payment provisions) and the Rules and Regulations. In particular, but without prejudice to the generality of the foregoing, the following rights are granted to, and shall in turn be granted by every Owner and Occupier within the Master Community:
- (i) full right and liberty for Owners and Occupiers and all persons authorized by them at all times by day or by night to go, pass and re-pass over and along the roads and pavements of the Communal Facilities and to use the gardens and other open areas of the Communal Facilities for their intended purpose;
 - (ii) free and uninterrupted passage and running of water and main and/or chilled water pipes and/or other water pipes, gas, electricity, telephone and television cables and/or wires and air-conditioning/district cooling, sewerage and drainage including storm water of any Property in the Master Community to be conveyed across the Properties and installations such as mini substations and service pillars to be installed thereon if deemed necessary by the Master Developer or any Relevant Authority and in such manner and position as may from time to time be reasonably required. The Master Developer, its appointees, affiliates, nominees, assigns,

successors or successors-in-title shall have the right of access to the Properties at any reasonable time for the purpose of constructing, altering, rectifying, removing or inspecting any works in connection with the above;

- (iii) the right to subjacent and lateral support in respect of each Property, the Communal Facilities or any part thereof, from each Property or part thereof capable of providing support;
 - (iv) in the event that any of the Podiums or parking areas in the Master Community are physically connected and/or open to one another so that traffic is able to easily flow into each other, reciprocal appurtenant easements of encroachment and for the maintenance and use of any encroachment between the Properties and appurtenant Properties so affected. No compensation for the right of use shall be promised or received; and
 - (v) Podiums may be open to the general public during all normal retail business hours and Owners agree that a non-exclusive easement of access, ingress and egress shall be created in favour of the general public.
- (c) Every Owner, including every Owners Association, shall have the obligation and responsibility to maintain the Podium and any entrance, driveway and parking areas which it owns (or, as applicable, to ensure the maintenance of same) in good order and repair, in conformation with all covenants, conditions and restrictions affecting the Properties and all governmental regulations, and in a manner which is consistent with the terms and provisions of this Declaration.
- (d) A Property shall be held, conveyed, leased, occupied, operated and used, subject to such easements or restrictions contained in this Declaration or as imposed by any Relevant Authority, each and all of which are for, and shall inure to, the benefit or burden of and shall pass with each and every part of the Property and shall apply to and bind the legal heirs, successors-in-title and permitted successors or assigns of the Owner, and each of which shall constitute covenants running with the land between the respective Owners of appurtenant Properties. Each of the easements or restrictions reserved or granted herein shall exist in perpetuity and shall be appurtenant to each of the Properties having a boundary line adjacent to the easements or restrictions.

5.15 Occupation limits

- (a) Without the prior written approval of the Relevant Authorities, and the prior written of the Master Developer, no Owner or Occupier shall lease, or license to occupy, any Single Ownership Component, Townhouse or Unit for a period of less than twelve (12) months.

- (b) Each Owner shall ensure that at all times the total number of Occupiers in any Single Ownership Component, Townhouse or Unit does not exceed the maximum number of Occupiers permitted by the Relevant Authorities.

5.16 Hazardous Activities

- (a) All Owners understand and agree that no plant container may be fixed on the walls of balconies unless otherwise approved by the Owners Association or the Master Developer. Potted plants standing on the balcony or on exterior balcony furniture shall stand on appropriate sized trays to manage the water overflow and to ensure that the area stays clean. Owners must take the utmost care to mitigate any risk of falling objects, pots or potted plants from balconies.
- (b) All Owners undertake not to discard any hazardous objects from balconies such as cigarettes, small or large waste items, waste water and/or any other kind of liquids.
- (c) All Owners must park their vehicles wholly within the marked-up parking bay area when parking on their designated parking lots or on the different parking bays within the Master Community. For the avoidance of doubt all vehicles must be parked inside the parking bay lines in order to mitigate any kind of risk that might arise out of such act.

6. Relationships with Master Developer and Developer

6.1 General

- (a) The Master Developer or Developer shall be obliged to bear Master Community Charges attributable to those Properties that the Master Developer or Developer shall continue to own as an Owner.
- (b) The Master Developer or Developer shall not be obliged to bear Master Community Charges for any undeveloped plots within the Master Community owned by the Master Developer or Developer.
- (c) The full and proper performance of the Master Developer's and Developer's obligations hereunder is conditional upon the prompt and full payment of Master Community Charges by the Owners as provided in Clause 3.1.
- (d) The Master Developer reserves the right to withdraw or to vary the services that it performs hereunder from time to time to ensure as far as is reasonably possible that the expenses incurred in the provision of services by the Master Developer do not exceed the Master Community Charges actually collected by the Master Developer.
- (e) The Master Developer shall not be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing

hereunder, except to the extent of the Master Developer's own willful misconduct, gross negligence or breach of or default under this Declaration and the Owners agree to indemnify and hold the Master Developer harmless from and against all claims, damages and costs incurred in connection with its duties hereunder, except to the extent of the Master Developer's willful misconduct, gross negligence or deliberate breach of or default under this Declaration.

- (f) The Master Developer is not privy to the SPA's and shall not be liable for any act, omission or default by the Developer or the Owners, any claims that arise from or in relation to the SPA's or any claims against third party service providers.

6.2 Master Developer's Facilities

- (a) In addition to providing the Communal Facilities, the Master Developer reserves the right (at its election) to make the Master Developer's Facilities available to Owners, Occupiers and visitors of the Master Community upon payment of a prescribed charge or membership fees to the Master Developer and upon such other terms and conditions as may be imposed by the Master Developer from time to time.
- (b) Costs and expenses incurred and revenues derived in relation to the operation, management and administration of the Master Developer's Facilities are the sole responsibility and are for the exclusive benefit of the Master Developer, and shall in no way be applied towards or offset against the Master Community Charges or the Master Developer's obligations under this Declaration.

6.3 The Lagoon

- (a) A central grand lagoon (the "Lagoon") will be constructed in the Master Community and will constitute -with the exception of any private and /or commercial beaches and areas (the "Lagoon Private Areas") - a Communal Facility managed by the Master Developer to the benefit of all residents and funded from the Master Community Charges.
- (b) Access to the Lagoon excluding the Lagoon Private Areas shall be made available to the Master Community residents, subject to the respective rules and directions issued the Master Developer from time to time including but not limited to opening hours and geographic restrictions in addition to health and safety regulations.
- (c) The Lagoon Private Areas will be dedicated for the exclusive use of certain properties and will be funded from the respective properties with access provided only to these properties' residents as applicable.

6.4 Phased Development

The Purchaser acknowledges and understands that the Master Community is being developed in phases and that upon the Handover Date of a Property, the Master

Community may be incomplete and that inconvenience, nuisance and disturbance may be suffered as a result of the building activities that may be in progress. The Purchaser shall have no claim against the Master Developer or Developer or any of its employees, contractors or consultants in respect of such inconvenience, nuisance or disturbance.

6.5 Damage or Destruction

- (a) In the event any Property is damaged or destroyed by any casualty, the relevant Owners of such Property shall promptly repair and/or reconstruct the Property. The Owner will remain liable for payment of the Master Community Charges during this period as prescribed in accordance with this Declaration.
- (b) Upon any damage or destruction to any of the Communal Facilities, the Master Developer shall restore, repair or rebuild such damaged or destroyed Communal Facilities (or any damaged or destroyed section of them) provided that:
 - (i) the proceeds from the Master Insurance Policy (together with the funds specified in Clause 6.5(b)(ii) and 6.5(b)(iii)) cover the full replacement cost of all of the relevant Communal Facilities;
 - (ii) the Reserve Fund has sufficient funds to meet any shortfall of the full replacement cost of all relevant Communal Facilities; or
 - (iii) the Master Developer has received sufficient funds from Owners under a Special Levy to meet any shortfall of the full replacement cost of all relevant Communal Facilities.

In all events, the Master Developer shall not be obliged to contribute from its own resources towards such repair, rebuild or restoration.

7. Variations

7.1 Master Plan

- (a) The Owners acknowledge that;
 - (i) as the Master Community continues to develop, grow and expand, it may be necessary to:
 - (A) annex additional lands and properties to accommodate this growth, and that changes to the boundaries, size and/or characteristics of the Master Community may result; and
 - (B) allow any necessary access and easements required by the Master Developer to operate and maintain the Communal Facilities;
 - (ii) the Jointly Owned Property Law may be amended from time to time, including the issuance of new regulations, and such amendments may

impose additional obligations on or changes to master community documentation;

- (iii) the Master Developer may re-designate areas designated as Communal Facilities for another use; and
 - (iv) the Master Developer may be required by a Relevant Authority to amend any part of the Master Plan or this Declaration.
- (b) The Master Developer shall have the right to amend the Master Plan, at any time and from time to time as necessary or desirable, to incorporate such changes as contemplated by this Clause 7.1.

7.2 Participation Quota

- (a) The Owners acknowledge that the Participation Quota shall be determined by the Master Developer, which may amongst other things take into consideration the following matters if relevant to such determination:
- (i) the area occupied by each Property (whether it be floor area, or maximum permissible built up area);
 - (ii) the Communal Facilities enjoyed by each Property; and
 - (iii) the prescribed use and position of the Property.
- (b) The Owners further acknowledge that the ongoing change and development of the Master Community described in Clause 7.1 may result in changes to the number and aggregate area of the Properties within the Master Community, or to changes in their enjoyment of Communal Facilities, prescribed uses or relative positions, and that such changes may result in consequent changes to their Participation Quota.
- (c) The Master Developer shall have the right to amend the Participation Quota, at any time and from time to time as necessary, to ensure that the current Participation Quota for each Property is properly stated and generally to ensure fairness as between the Owners.

7.3 Declaration

The Master Developer shall have the general right, exercisable at any time and from time to time, to substitute, suspend, amend or repeal the provisions of this Declaration that the Master Developer deems to be in the best interests of the Master Community as a whole, and such amendment shall be effective from the date of its publishing or notification to the Owners.

8. Assignment and delegation

8.1 Assignment

The Master Developer shall be entitled to assign this Declaration (in whole or in part) or to sell, transfer, exchange, grant or assign its ownership in the Communal Facilities at any time (including without limitation for the purpose of levying and collection of Fees and Penalties and Master Community Charges without the need for the consent of any Owner provided that any third party acquiring an ownership interest in the Communal Facilities shall be fully bound by the provisions of this Declaration in the place of the Master Developer.

8.2 Delegation

The Master Developer shall be entitled to delegate, assign or subcontract any of its rights and obligations pursuant to this Declaration, at any time and from time to time without the need for the consent of any Owner to any third-party contractor, as necessary to ensure that the Master Developer's obligations under this Declaration can be carried out in a timely and cost-effective manner.

8.3 Managing Agent

Without limiting the generality of Clause 8.2, the Master Developer shall have the power from time to time to appoint in terms of a written contract, a Managing Agent to control, manage, maintain and administer the Master Community and Communal Facilities or any aspect thereof and exercise such powers and duties as may have been entrusted to the Managing Agent, including the power to collect Master Community Charges and Fees and Penalties.

9. Address for service

9.1 The address at which all documents and notices may be delivered to an Owner shall be:

- i. in the case of an Owner of Property, at the address of the Property or address stated in the SPA (either shall suffice); and
- ii. in the case of an Owners Association, at the respective Building itself or address for service provided in writing to the Master Developer (either shall suffice).

9.2 It shall be acceptable to serve any notice to an Owner by e-mail where the Owner has advised the Master Developer or Developer in writing of its e-mail address.

9.3 An Owner may by notice in writing to the Master Developer alter its address for service provided such new address shall be within the UAE and shall not be effective until fourteen (14) days after receipt of such notification.

9.4 Notice shall be deemed to have been properly served on the date of delivery thereof to the Owner's address or transmission to the elected e-mail address.

10. Liability

10.1 The Master Developer and its shareholders, partners, directors, officers, employees, attorneys, agents and/or other representatives shall not be liable for any damage, loss or prejudice suffered or claimed, directly or indirectly, on account of:

- i. the approval or disapproval of any plans, drawings and specifications or development applications in respect of any part of the Master Community whether or not such plans are defective;
- ii. the construction or performance of any work in respect of any part of the Master Community whether or not made under approved plans, drawings and specifications;
- iii. any changes in the Jointly Owned Property Law or any other law of the UAE or the Emirate of Dubai, which affects the intended use, description or value of the Master Community or any Property; or
- iv. the development of or failure to develop of any part of the Master Community by an Owner,

unless due to the gross negligence of the Master Developer or such other person seeking the benefit of this Clause 10.

10.2 The Master Developer shall not be liable for any error of judgment or for any mistake of fact or law or for anything which it may do or refrain from doing under this Declaration, and the Owners and Occupiers agree to indemnify and hold the Master Developer harmless from and against all claims, damages and costs incurred in connection with its rights or duties under this Declaration, except to the extent of the Master Developer's gross negligence under this Declaration.

10.3 Despite any other term of this Declaration, the liability of the Master Developer in a certain year in the aggregate shall not exceed the Master Developer's management fees in that year, and in all events, the Master Developer shall not be liable for any losses or damages which are consequential, punitive, exemplary or statutory, nor for any loss of use or loss of value of a Property.

11. Governing law and jurisdiction

This Declaration shall be governed and construed in accordance with the Laws of the United Arab Emirates and the Laws of the Emirate of Dubai. Any matter arising out of or in connection with this Declaration which is not addressed by reference to the laws of the Emirate of Dubai shall be settled by reference to the Federal Laws of the UAE.

12. Disputes

- 12.1 Subject to Clause 10, in the event of any dispute or difference arising between the Master Developer, the Owners Association, the Managing Agent and/or an Owner out of or relating to this Declaration or to the breach thereof, such parties shall use their best endeavors to settle such dispute or differences. To this effect they shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to the parties.
- 12.2 If the parties in dispute do not reach such solution within a period of thirty (30) days, the provisions in clauses 12.3 to 12.5 shall apply.
- 12.3 Where a dispute or difference involves a claim for an amount up to and including AED1,000,000, the parties agree that such dispute or difference shall be subject to the jurisdiction of the "Small Claims Tribunal" at the courts of the Dubai International Financial Centre.
- 12.4 Where a dispute or difference involves a claim for an amount in excess of AED1,000,000, the parties agree that such dispute or difference shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre (the "Rules"), which Rules are deemed to be incorporated by reference into this clause.
- 12.5 In relation to a dispute or difference referred to arbitration in accordance with clause 12.4:
- (a) the seat or legal place of the arbitration shall be the Dubai International Financial Centre;
 - (b) the number of arbitrators shall be one;
 - (c) the language of the arbitration shall be English;
 - i. the law of the arbitration agreement shall be the law of the Dubai International Financial Centre; and
 - ii. this agreement to arbitrate shall be binding upon the parties, their successors and assigns.

13. Severance

- 13.1 Where any provision of this Declaration conflicts with any provision of the Jointly Owned Property Law or any other laws of the UAE or the Emirate of Dubai, such conflict shall not affect the validity of the remainder of this Declaration and at the Master Developer's election such provision:
- (a) shall be severed from this Declaration; or
 - (b) shall be amended or replaced by the Master Developer to the extent possible to

(c) maintain the purpose of that provision and this Declaration.

DECLARED by **Majid Al Futtaim Emirati Communities Operation LLC** on this _____
day of _____ 20 ____.

Signed: _____

Name: _____

Position: _____

Stamp: _____

Schedule 1

Master Plan

Schedule 2

Declaration of Adherence

THIS DECLARATION is made the _____ day of _____, 20____ by [*the proposed new Owner of the Plot/Unit*] of [*address*]

WHEREAS:

I/We propose to take title to the [*Plot/Unit No*] in [*Project Title*]

I/We have read and understood the Master Community Declaration and the Rules and Regulations (together the “Governing Documents”) and agree to be bound by their terms in addition to any continuing obligations of an Owner under the SPA in which I am the purchaser/ we are the purchasers.

NOW,

I/We hereby agree that the expressions defined in the Governing Documents shall (unless the context otherwise requires) have the same meaning when used in this Declaration of Adherence.

I/We hereby undertake to and covenant with the Master Developer, Developer and all other Owners to observe and comply with the provisions of and to perform all the obligations of an Owner under, or by virtue of, the Governing Documents in respect of the Plot/Unit and the ownership thereof so far as they shall become due to be observed and performed on or after the date hereof.

I/We hereby undertake with the Master Developer and the Developer that prior to becoming an Owner, I/We will lodge a security deposit with the Master Developer or Developer in terms of Clause 3.3 of the Master Community Declaration.

Signed: _____

Name: _____

Dated: _____

Schedule 3

Fees and Penalties

A- Fees

No	ITEM	AMOUNT (AED)	VAT (AED)
1	Registration of Domestic Help (Maids, Gardeners, Drivers etc.) and issuance of ID cards	200	10
2	Replacement of Domestic Help ID cards	150	7.5
3	Marketing & Distribution Permit Fee	1000	50
6	Replacement of Building/Facilities Access Cards	200	10
7	Replacement of Parking Access Cards	200	10
8	Issuance of NOC to the DLD (Title Deed Registration/Property Transfer) on completed units	500	25
9	Charges for reissuance of NOC to the DLD	250	12.5
10	Charges for Replacement/Reissuance of SPA	500	25
11	Charges for Review of Alteration & Home Improvement Plans	5000	250
12	Bounced Cheque Charges (fees per cheque)	500	25

B- Penalties

The application of any penalty, the determination of the severity of the event and the quantum of the penalty (ies) to be levied, if any, shall be made by the Master Developer but shall be based upon the events described, and within the range of amounts stated, below (as may be amended from time to time by the Master Developer in accordance with Clause 2.2). In addition to, or substitution for, any penalty payable, the Master Developer may issue a notice of violation and waive the

payment of the applicable penalty. However, at the Master Developer's discretion, any subsequent violation of the same or similar nature may be treated as a subsequent violation for the purposes of determining the relevant penalty.

UNCONDITIONAL AND IRREVOCABLE CONSENT TO RECORDINGS

The Master Developer reserves the right, and each Owner and Occupier unconditionally and irrevocably consents to, acknowledges, authorizes and agrees, if the Master Developer determines that the Owner or the Occupier is, or may be, in breach or in violation of this Declaration, the Rules and Regulations or any Applicable Law, then:

- (a) the Master Developer may photograph, film or record the sound of ("Recording" including any copy thereof) any Owner or Occupier.
- (b) to the Master Developer contacting or informing any Relevant Authority it considers relevant to the breach or violation and providing a Recording to those Relevant Authorities.
- (c) the Master Developer may disclose, use, publish or display a Recording in respect of any issue relevant to a Relevant Authority including in a court of law or before any committee or tribunal in defence of any claim made by anyone.
- (d) The Master Developer or its appointed managing agents may charge administration fees or penalties not limited to those listed herewith in order to maintain the operating standards of the community. These charges are subject to change and such changes will be communicated to the respective owners / occupants.

Event - violation or breach of:	Breach Penalty AED	Remedial Period
Noise and Nuisance	500	Immediate
Fire, health or safety breaches	1000	Immediate
Smoking in non designated areas	500	Immediate
Keeping of animals when not permitted	500	3 days

Property damage or misuse of any recreational areas, common areas, sports areas, pools and water bodies	800	Immediate
Access control violation	1000	Immediate
Waste disposal and poor trash management	500	Immediate
Abusive to staff	500	Immediate
Poor maintenance and property appearance, unauthorized exterior attachments/ alterations, misuse of patios / balconies/gardens	1500	15 days
Inadequate pest control	500	15 days
Damage to external environment including lighting, advertising and signage	500	Immediate
Short term letting / staff accommodation / commercial activities/ illegal household staff	1500	Immediate
Violation of parking rules, road usage and road safety, transportation	Violations will be reported to local authorities	
Service charge delay or breach or any other applicable operational or management fee breach	1000 or 1% of the total invoice whichever is greater	

- All charges exclude VAT