

## Emirate of Abu Dhabi Official Gazette

### **Resolution No. (183) of 2017 determining the administrative fees of real estate developers and the commission of the real estate broker**

#### **Chairman of the Department of Municipal Affairs and Transport,**

Having reviewed:

Law No. (1) of 1974 Reorganizing the Government Structure in the Emirate of Abu Dhabi, as Amended;

Law No. (13) of 2016 Establishing the Department of Municipal Affairs and Transport; and

Law No. (3) of 2015 Regulating the Real Estate Sector in the Emirate of Abu Dhabi; and

Based on the powers and competences assigned to us and in the best interest of business ,

#### **Hereby resolves as follows:**

#### **Article 1 The Commission of the Real Estate Broker**

The commission of the Real Estate Broker shall be set at two percent (2%) of all sale and purchase contracts, up to a maximum of AED (500,000) five hundred thousand UAE Dirhams.

The commission of the Real Estate Broker with regard to the conclusion of a lease brokerage agreement shall be agreed upon by the parties thereto. In the absence of such agreement between the two parties, the commission received by the Real Estate Broker from the party which contracted thereof may not exceed (5%) five percent of the annual rent mentioned in the property lease agreement. the Real Estate Broker shall not combine between the commission received from the lessee and that received from the property owner.

The approved brokerage contracts forms, annexed hereto, shall be applied.

#### **Article 2 The Administrative Fees of Real Estate Developers**

Developers shall be prohibited from charging any fees, whether registration fees or any other fees, expenses or charges pertaining to any dispositions taken in respect of the real estate, except for the administrative fees they receive from third parties, up to a maximum amount of AED (5,000) five thousand Dirhams.

#### **Article 3**

This Resolution shall enter into force as of the date of publishing thereof in the Official Gazette.

**Eng. Owaidha Murshid Al Murar**

**Chairman of the Department of Municipal Affairs and Transport**

Issued by us:

On: 18 Ramadan 1438 A.H.

<b>BORKER CONTRACT</b>	
<b>Date:</b>	<b>Contract No.:</b>
<b>PART 1 (PARTIES)</b>	
<b>THE BROKER OFFICE /AGENT DETAILS</b>	
Office Name:	
License Authority:	
ORN:	License Number:
FAX:	Phone:
Address:	
Email:	
Agent Name:	
BRN:	Mobile:
<b>THE PROPERTY OWNER'S _____ BUYER'S _____ RENT _____</b>	
Name:	
ID card Number:	Nationality:
Passport No:	Expiry Date:
Mobile:	P.O Box:
Phone:	Fax:
Address:	

Email:	
<b>PART 2 (THE PROPERTY)</b>	
<b>THE PROPERTY DERAELS</b>	
Property Status:	Plot Number:
Type of Area:	Title Deed Number:
Location:	Property Number:
Type of property:	Project Name:
Area:	Owner's association No:
Present Use:	Community Number:
Property Approx, Age	
No. of Car Parks:	No. Of Bedrooms:
No. of Bathrooms:	No. of Kitchens:
No. of units\ unite Number:	Floor No:
No. of Floors:	
No. of shops:	
Facilities:	
Extra Facilities:	
Additional Information:	
<b>PROPERTY FINANCIALS</b>	

Listed Price:	Original Price:
Paid Amount:	Balance Amount:
Service Charge:	
Mortgage Status:	Mortgage registration No.
Bank:	Mortgage Amount:
Pre-closure Charges:	
Payment Schedule:	
Date:	Amount (AED)
<b>TENANCY CONTRACT DETAILS</b>	
Is Property rented? Yes ____ No ____	
<b>PART 3 (COMMISSION &amp; THE DURATION OF THE CONTRACT)</b>	
Contract Start Date:	Contract End Date:
Commission Amount (AED):	
Contract Type:	Activity Reporting:
Is it allowed for the Broker to sign a contract with sub broker y? Yes ____ No ____	
If the answer yes the parties should sign subcontract.	
<b>PART 4 (THE SIGNATURE OF THE PARTIES)</b>	
<b>FIRST PARTY (THE BROKER OFFICE)</b>	
Name:	

Title:	
Date:	Signature:
Office Stamp:	

<b>SECOND PARTY ( THE BUYEAR(S) )</b>			
Buyer Name (English)		Buyer Name (Arabic)	Signature
Legal Representative (English)	Legal Representative (Arabic)	Power of Attorney Number	Signature

### General Provisions

Item (1)	The preamble of this contract is an integral part of the contract and shall be read therewith.
Item (2)	The terms of this contract shall be deemed the minimum conditions, and the parties have the right to agree upon other terms to the extent that they are not in violation of Law No. (3) of 2015 Regulating the real estate sector, and its executive regulations and the statutes in force.
Item (3)	The Real Estate Broker shall be entitled to the 'commission' once the information he gave or the negotiations he entered into has led to the conclusion of the property sale contract. A contract is deemed to have been concluded as soon as the parties to the contract agree on the essential terms of the contract even if one of the contracting parties has not fulfilled the obligations assumed thereby, unless the non-fulfillment of such obligations arose from an error or fraud committed by the Real Estate Broker. If it is not possible to conclude the said the property sale contract due to

	<p>one of the parties to the contract, the Real Estate Broker shall be entitled to compensation commensurate with his efforts.</p>
Item (4)	<p>If the Real Estate Broker's mediation work leads to an agreement between the party represented by the Real Estate Broker and the other party, and if the said agreement is conditional on the fulfillment of a condition, the Real Estate Broker shall not be entitled to the commission until the said condition is fulfilled.</p>
Item (5)	<p>If the Real Estate Broker's guidance or negotiations do not lead to the conclusion of an agreement between the parties, the Real Estate Broker shall not be entitled to claim, in consideration of his endeavors, any compensation or any costs or expenses he incurred, unless there is a prior written agreement to this effect. In this case, the Real Estate Broker shall be entitled to the expenses he spent, even if the contract were not concluded.</p>
Item (6)	<p>If more than one Real Estate Broker enter into mediation or negotiation in order to reach an agreement between the parties, and this leads to conclusion of the agreement, they shall all share the agreed upon 'commission' as if they were one Real Estate Broker, and the said commission shall be divided between them in accordance with the terms of the contract concluded between them. In the absence of such contract and in the event of their failure to reach an agreement regarding the commission, it shall be divided equally between them.</p>
Item (7)	<p>If a client contracts with several Real Estate Brokers independently on one subject in order to intermediate or negotiate on his behalf for an agreement and one of them succeeds in completing the transaction, only that one Real Estate Broker shall be entitled to the entire commission.</p>
Item (8)	<p>The Real Estate Broker shall not be entitled to a 'commission' from any party other than the contracting party who authorized him to intermediate the conclusion of this contract.</p>
Item (9)	<p>The Real Estate Broker shall not be entitled to a</p>

	<p>'commission' in the following cases:</p> <ol style="list-style-type: none"> <li>1. If he is a party to the contract and concluded it in his name;</li> <li>2. If he intermediate the conclusion of a legally prohibited transaction;</li> <li>3. If he obtained a benefit or is promised to be given a benefit from the party to the contract who did not assign him to intermediate the same contrary to the requirements of good faith and honesty;</li> <li>4. If a fraud or a serious mistake is found to have been committed by the Real Estate Broker over the course of his work in real estate brokerage; or</li> <li>5. If he started to practice real estate brokerage before obtaining a license from the Department to practice the profession.</li> </ol>
<p>Item (10)</p>	<p>The commission of the Real Estate Broker pertaining to the conclusion of a lease brokerage agreement shall agreed upon between the parties thereto; and in the absence of such agreement between the two parties, the commission received by the Real Estate Broker from the other contracting party may not exceed (5%) five percent of the annual rent mentioned in the lease agreement. The Real Estate Broker may not combine between the commission received from the lessee and that received from the property owner.</p>
<p style="text-align: center;"><b>Additional Articles and Special Conditions:</b></p> <p>The parties understand and acknowledge that the 'Additional Articles and Special Conditions' which they have agreed upon are not considered to be of legal value and shall be deemed null and void if they are in violation of Law No. (3) of 2015 Regulating the Real Estate Sector in the Emirate of Abu Dhabi. The parties have thus agreed to the following terms and conditions:</p> <ol style="list-style-type: none"> <li>1.</li> <li>2.</li> <li>3.</li> <li>4.</li> </ol> <p style="text-align: center;">Or (in accordance with the attached appendix).</p>	

<b>CONTRACT SUB BROKER</b>	
<b>Date:</b>	<b>Contract No:</b>

Date:	Main Contract No:
<b>Part 1 (PARTNIES)</b>	
<b>THE BROKER OFFICE/ AGENT DETAILS</b>	
Office Name:	
License Authority:	
ORN:	License Number:
FAX:	Phone:
Address:	
Email:	
Agent Name:	
BRN:	Mobile:
<b>PART 1(PARTNIES)</b>	
<b>THE BROKER OFFICE \ AGENT DETAILS</b>	
Office Name:	
License Authority:	
ORN:	License Number:
FAX:	Phone:
Address:	
Email:	

Agent Name:	
BRN:	Mobile:
<b>PART 3 (COMMISSION &amp; THE DURATION OF THE CONTRACT)</b>	
Contract Start Date:	Contract End Date:
Commission Amount (AED):	
Contract type:	Activity Reporting:
<b>PART4 (THE SIGNATURE OF THE PARTIES)</b>	
<b>FIRST PARTY ( THE Main BROKER OFFICE)</b>	
Name:	
Title:	
Date:	Signature:
Office Stamp:	
<b>SECOND PARTY (THE BUYER(S))</b>	

<b>Buyer Name (English)</b>	<b>Buyer name (Arabic)</b>	<b>Signature</b>	
Legal Representative (English)	Legal Representative (Arabic)	Power of Attorney Number	Signature