



**Al Barari Rules and Regulations On The Administration
of Construction, Planning, Building Works, Alterations,
Modifications of all Units in the Master Community**



Master Developer Responsibilities and Scope in Administering Construction Activities

- 1) In addition to regulations and guidelines by the relevant authorities, the Master Developer shall have control and oversight over planning and construction matters within the Master Community. Their scope shall include:
 - reviewing and approving design plans,
 - liaising with relevant authorities (if applicable),
 - designing parking and landscaping,
 - conducting inspections,
 - coordinating completion certificates,
 - collecting fees,
 - enforcing planning and building controls,
 - site management,
 - materials storage,
 - building integration,
 - construction programs,
 - Utilities provision,
 - ICT infrastructure integration, and
 - master planning.
- 2) The Master Developer may delegate its responsibilities under this clause specifically and any other clause within these regulations to another Relevant Authority, the Community Manager, or a third-party Supplier, with Owners communicating directly with the assigned nominee for such matters.
- 3) The Master Developer shall have the discretion to exercise any right, power, or remedy individually or in conjunction with others. The exercise, failure to exercise, or partial exercise of a right, power, or remedy does not hinder the Master from utilizing that or any other right, power, or remedy.

Modifications to the Unit

- 1) The Owner shall not be entitled to undertake any decorating, fitting out works or to make any alterations to the Unit prior to its handover.
- 2) After handover of the Unit, an Owner may not undertake any modification, alternation, extension works to the Unit, nor alter its Plot or the building boundary for any reason without applying for prior approval from the Master Developer. Such approval will be in the form of a no-objection certificate ("NOC") issued by the Master Developer.
- 3) Alternatively, the Master Developer retains the authority to modify the boundaries of the Plots or the Master Community, for regulatory reasons or in compliance with the requirements of the competent authorities.



Process of obtaining NOC from the Master Developer

- 1) Each Owner must obtain prior approval from the Master Developer (or its nominee) for designs and plans related to any improvements, modifications or alterations to the Unit.
- 2) The Master Developer shall determine (at their sole discretion) the documents required to be submitted as part of the NOC process, the timelines of NOC issuance and validity, along with the corresponding fees.
- 3) The Owner shall be required to submit all drawings, plans, and architectural designs to the Master Developer or their nominee as part of the submission for NOC issuance.
- 4) The NOC means that the Owner may now proceed with obtaining necessary licenses, approvals, and permits from the Relevant Authorities for the requested improvements provided that the Owner adheres to the Construction Guidelines, Relevant Authorities' regulations, and the Master Developer's NOC.
- 5) Any approvals, NOCs, permits, or licenses issued by the Master Developer, the Consultant, the Community Manager or any competent authorities are of planning and technical nature and have no bearing whatsoever on the contractual positions nor deadlines of the Owner, which are subject to the Master Community Declaration, any supplemental regulations issued by the Master Developer and the sale and purchase agreement between the Master Developer and the original Owner (which may not be the current Owner in case of a resale).
- 6) Any processes set forth by the Master Developer (and/or its nominee) for the issuance of any approvals or NOCs (including -without limitation- NOC fees, architectural and landscaping guidelines issued by the Master Developer periodically and the appropriate consideration/prices of improvements/alterations/additions to Units) are mandatory for all Owners, Occupiers, and individuals undertaking construction or landscaping activities within the Master Community. They are also required to promptly rectify any instances of non-compliance that are brought to their attention.
- 7) Such processes be revised by the Master Developer and/or Community Manager as necessary to accommodate the evolving nature of the Master Community, always ensuring that such revisions serve the best interests of the Master Community. Owners, Tenants and Occupiers shall not object to any modifications applied by the Master Developer nor refrain from abiding by them on any basis whatsoever, including -without limitation- the absence of notification.

Post-completion of modification works by the Owner

- 1) After the completion of all works subject of the NOC, the Owner must provide the Master Developer (or its nominee) with as-built plans and specifications promptly after completing the construction of their improvements, as requested by the Master Developer.



- 2) In all events, the Master Developer has the discretion to inspect building/construction works -during and after the construction phase -to ensure compliance with the NOC along with construction guidelines and regulations, and Owners must rectify any identified breaches or non-compliance. In the event of breaches, Owners shall be required to make any necessary amends, which shall include the payment of any fines imposed by the Master Developer and/or Community Manager.

Breaches and violations by the Owner

(a) Type of violation: Works that are not compliant with the content of the NOC:

- 1) Should the Owner execute any works that are not compliant with the content of the NOC, the Master Developer may request from the Owner– at the Owner’s sole expense- to remove any non-compliant works.
- 2) Until such removal, the Owner shall incur will incur a daily penalty in addition to any other available remedies as determined by the Master Developer.
- 3) The Master Developer may also remove the non-compliant works at their own expense, in which case, the Owner shall re-imburse the Master Developer for all related costs.
- 4) Alternatively, should the Master Developer -at its sole discretion- elects to accept the works completed as a result of such violation, the Owner shall reconcile with the Master Developer and pay any remedies imposed by the Master Developer.

(b) Type of violation: Works that result in additional Built-Up Area ("BUA") or Gross Floor Area ("GFA"):

- 1) Any works executed by the Owner should not result in any additional BUA or GFA without the prior approval of the Master Developer on such addition and the Owner’s payment of the consideration of the same at the prevailing rate at the time.
- 2) Should it be discovered that any works performed in/on the Unit by the Owner or by its predecessor in title result in an additional BUA or GFA, other than the Unit area specified in the Sale and Purchase Agreement concluded between the Master Developer or any of its affiliates/sister companies/agents and the original owner of the Unit ("**Original SPA**") or in any official document issued to the same effect, the Master Developer may request from the Owner– at the Owner’s sole expense- to remove any non-compliant works that have result in an additional BUA or GFA.
- 3) Until such removal, the Owner shall incur will incur a daily penalty in addition to any other available remedies as determined by the Master Developer. The Master Developer may also remove the non-compliant wors at their own expense, in which case, the Owner shall re-imburse the Master Developer for all related costs.



- 4) Alternatively, should the Master Developer -at its sole discretion- elects to accept the additional BUA or GFA, the Owner shall reconcile with the Master Developer. Such reconciliation shall take any -or both- of the below forms:
 - (a) The Owner shall enter into a separate agreement with the concerned entity for the purchase of the same. In such event, the Master Developer shall determine the rate of the additional BUA and/or GFA in accordance with the prevailing rate at the time.
 - (b) The Owner shall be liable to pay any penalties or fines imposed by the Master Developer as a result of their violation.
- 5) For the avoidance of doubt, the point of reference for deciding if this type of violation has occurred shall always be the as-built drawings submitted by the Owner after the completion of the works.

Miscellaneous rules and regulations

- 1) All modification/construction/improvement/fit-out works shall be completed during the working hours determined by the Master Developer (or its nominee).
- 2) The Owner and/or their Contractor shall be liable to pay for any damages incurred by the Master Community including -without limitation- the damage to the neighbouring units, to the roads or the Common Areas.
- 3) The Owner shall liaise with the concerned entity -as determined by the Master Developer- to submit all documents of identification to allow their Contractor access to the Unit and or the Site.
- 4) The Owner shall not store any construction waste, vehicles, equipment in neighbouring plots without prior approval by the Master Developer and the Unit/Plot Owner (if applicable).
- 5) The Owner shall be responsible to clear the construction waste and to inform the Master Developer about the vehicles appointed to such effect to ensure they are granted access to the Master Community and the site.