

Administrative Decision No. (183) of 2017
Concerning Regulating Administrative Fees of Real Estate Developers
and the Commission of Real Estate Brokers

Chairman of the Department of Municipal Affairs and Transport

Having reviewed:

- Law No. (1) of 1974 concerning the reorganization of the Governmental Body in the Emirate of Abu Dhabi and its amendments;
- Law No. (13) of 2016 Establishing the Department of Municipal Affairs and Transport;
- Law No. (3) of 2015 Concerning the Regulation of the Real Estate Sector in the Emirate of Abu Dhabi;
- And based on the powers and competencies vested to us and what is required for work interest.

Decided the following:

Article (1)

Real Estate Brokers' Commission

1. The commission of a real estate broker shall be capped at two per cent (2%) of all sale and purchase contracts, with a maximum commission of AED five hundred thousand (500,000) dirhams.
2. The real estate broker's commission for concluding rental brokerage contract shall be determined by mutual agreement of both parties. In the absence of such an agreement, the commission received by the real estate broker from the party contracting him shall not exceed five per cent (5%) of the annual rental sum stated in real estate lease contract, and the real estate broker shall not combine two commissions from the tenant and the real estate owner at the same time.
3. The approved broker contract forms attached to this decision shall govern.

Article (2)

Administrative Fees of Real Estate Developers

The developer shall not receive any fees, be they registration fees or other fees, charges, or expenses pertaining to any dispositions on real estates. Administrative fees that the developer receives from a third party, with a maximum amount of AED five thousand (5000) shall be excluded from this decision.

Article (3)

This decision shall become effective from the date of its publication in the Official Gazette.

Eng. Awaidha Murshed Al Marar
Chairman of the Department of Municipal Affairs and Transport

Issued by us
On: 18 Ramadan 1438 Hijri
Corresponding to: 13 June 2017.

Broker Contract

Broker Contract		عقد الوساطة العقارية	
Date:	التاريخ	Contract No:	رقم العقد
Part 1 (Parties)		الجزء 1 (الأطراف)	
Broker office/Agent details			بيانات مكتب الوساطة
Office Name			اسم المؤسسة
Licensing Authority			جهة الترخيص
ORN:	رقم التسجيل:	License Number:	رقم الترخيص:
Fax:	رقم الفاكس:	Telephone Number:	رقم الهاتف
Address:			العنوان:
Email:			البريد الإلكتروني:
Agent Name:			اسم الوسيط:
BRN:	رقم تسجيل الوسيط:	Mobile:	رقم الهاتف الجوال
Details of property owner- buyer- rent		بيانات: مالك العقار / المشتري / الإيجار	
Name:			الاسم:
ID Card Number:	رقم بطاقة الهوية:	Nationality:	الجنسية:
Passport No:	رقم جواز السفر:	Expiry Date:	تاريخ الانتهاء:
Mobile:	رقم الهاتف الجوال:	P.O. Box:	صندوق البريد:
Phone:	الهاتف:	Fax:	الفاكس:
Address:			العنوان:
Email:			البريد الإلكتروني:
Part 2 (The property)		الجزء 2 (العقار)	
Property Details:			بيانات العقار
Property Status:	حالة العقار:	Plot Number:	رقم الأرض:
Type of Area:	نوع المنطقة:	Title Deed Number:	رقم الملكية:
Location:	الموقع:	Property Number:	رقم العقار:
Type of Property:	نوع العقار:	Project Name:	اسم المشروع:
Area:	المساحة:	Owners' Association Number	رقم اتحاد الملاك:
Present Use:	نوع الاستخدام:	Compound Number:	رقم المجمع:
Property Approx. Age:			العمر التقديري للعقار
No. of Car Parks:	عدد مواقف السيارات:	No. of Bedrooms:	عدد غرف النوم
No. of Bathrooms:	عدد الحمامات:	No. of Kitchens:	عدد المطابخ
No. of Units/ Unit Number	رقم الوحدة/ عدد الوحدات:	Floor No:	رقم الطابق:
No. of Floors:	عدد الطوابق:	No. of shops:	عدد المحلات:
Facilities:			الخدمات
Extra Facilities:			خدمات إضافية:
Additional Information:			معلومات إضافية:

Broker Contract:		عقد الوساطة العقارية	
Date:	التاريخ:	Contract No:	رقم العقد:
Property Financials:		البيانات المالية المتعلقة بالعقار:	
Listed Price:	السعر المدرج:	Original Price:	القيمة الأصلية:
Paid Amount:	المبلغ المدفوع:	Outstanding balance:	المبلغ المتبقي:
Annual maintenance charge			رسوم الصيانة السنوية:
Mortgage status:	حالة الرهن:	Mortgage registration number	رقم الرهن العقاري:
Bank:	البنك:	Mortgage amount:	قيمة الرهن
Pre-closure charges:			المبلغ الإضافي المطلوب لفك الرهن:
Repayment schedule:			جدول الدفعات:
Date	التاريخ	Amount in AED	المبلغ (درهم)
Tenancy Contract Details			بيانات عقد الإيجار
Is the property rented? Yes No			هل العقار مؤجر؟ نعم لا
Part 3 (Commission and contract duration)		الجزء 3 (العمولة ومدة العقد)	
Contract Start Date:	تاريخ بدء العقد:	Contract end date:	تاريخ انتهاء العقد:
Commission Amount (AED)			نسبة العمولة (درهم)
Contract Type	نوع العقد	Broker activity reporting:	تقديم تقارير من الوسيط:
نعم لا			هل يحق لمكتب الوساطة التعاقد مع مكتب وساطة فرعي؟
Is it allowed for the broker to sign a contract with a sub-broker?			Yes No
في حالة كانت الإجابة نعم يتم توقيع عقد وساطة فرعي وفقا للنموذج المعتمد.			
If the answer is yes, the parties should sign a sub-contract on the approved form.			

Broker Contract**عقد الوساطة العقارية**

Date: التاريخ:

Contract No: رقم العقد:

Part 4 (Signature of Parties)**الجزء 4 (توقيع الأطراف)**

First Party (Broker

الطرف الأول (مكتب

Office)

الوساطة)

Name:

الاسم:

Title:

الصفة:

Date: التاريخ:

Signature: التوقيع:

Office Stamp: ختم المكتب:

Second Party (The Buyer)**الطرف الثاني (المشتري)**

اسم المشتري (إنجليزي)

اسم المشتري

التوقيع:

Buyer name (English)

Buyer's name (Arabic)

(عربي)

Signature:

الممثل القانوني (إنجليزي)

الممثل القانوني (عربي)

رقم التوكيل

التوقيع

Legal representative

Legal representative

Attorney

Signature:

(English)

(Arabic)

Number

Broker Contract**عقد الوساطة العقارية**

Date:

التاريخ:

Contract No:

رقم العقد:

General Provisions	
Clause 1	The preamble is part and parcel of the contract and is to be read therewith.
Clause 2	The terms of the contract are deemed the minimum conditions required and the two parties shall have the right to agree on other clauses to the extent that does not contravene Law No. (3) of 2015 concerning the Regulation of the Real Estate Sector in the Emirate of Abu Dhabi, and its executive and legislative regulations in force.
Clause 3	The real estate broker is entitled to (a commission) once the information the broker gives or the negotiations he enters leads to the conclusion of a property sale contract. The contract is deemed concluded once the two parties agree on the substantial terms of the contract, even if any of the contracting parties fail to execute the undertaken obligations, unless non-execution of obligations is a result of a mistake, or an act of fraud by the real estate broker. In the event of failure to conclude the sale contract of the property concerned for a reason related to any of the contracting parties, the real estate broker shall be entitled to a compensation that commensurate with the efforts he exerted.
Clause 4	If the brokerage activity carried out by the broker leads to an agreement between whoever he represents and the second party, and this agreement is pending fulfillment of a condition, the broker is not entitled to get a "commission" unless the relevant condition is fulfilled.

Clause 5	If the advice or negotiations of the real estate broker resulted in concluding an agreement between the two parties, the real estate broker shall not, in return for his endeavors, claim any compensation, fees, or expenses he incurred unless there is a prior written consent. In that case, the real estate broker is entitled to receive the expenses he incurred, even if the contract was not executed.
Clause 6	If more than one real estate broker took part in the brokerage or negotiations to reach an agreement, and which resulted in concluding the same, they shall all share the agreed-upon commission as if they were a single real estate broker, and the (commission) shall be divided upon them according to the terms of the contract concluded between them. In the absence of such contract, and their failure to reach an agreement on the "commission", it shall be equally divided among them.
Clause 7	If a client contracts many brokers independently and about one subject to broker or negotiate it with the aim of reaching an agreement thereon, and only one of them succeeded in concluding the agreement, he shall be the only one entitled to get the whole commission.
Clause 8	The real estate broker shall not be entitled to get a commission except from the person that authorized him from the two contracting parties to broker the conclusion of the contract.
Clause 9	The real estate broker shall not be entitled to a commission in the following cases: 1- If he is a party to the contract and concluded it in his name. 2- Or if he brokers an unlawful deal. 3- Or if he gets from the other contracting party who did not authorize him to broker a benefit or promise of benefit in contravention with good faith and honesty. 4) Or if it is proven that an act of fraud or fatal mistake occurred on part of the real estate broker while performing brokerage activity 5) Or if he carries out real estate brokerage before obtaining a license from the Department.
Clause 10	The real estate broker's commission regarding the conclusion of tenant brokerage agreement shall be determined. In the absence of an agreement between the two parties, the commission of the broker from the party contracting him shall not exceed 5% of the annual rental value mentioned in the lease contract, and the broker shall not receive two commissions from the tenant and the owner at the same time.
<p>The two parties acknowledge and state that the additional clauses and special terms that they agreed upon are not deemed of legal value and are deemed null and void if they violate Law No. (3) of 2015 concerning the regulation of the real estate sector in the Emirate of Abu Dhabi. Therefore, the two parties agreed upon the following terms and conditions.</p> <p>1- 3- 2- 4- (or as per the attached annex)</p>	

Broker Contract		عقد الوساطة العقارية	
Date:	التاريخ:	Contract No.	رقم العقد
Part 1 (Parties)		الجزء 1 (الأطراف)	
Broker office/Agent details		بيانات مكتب الوساطة	
Office Name		اسم المؤسسة	
Licensing Authority		جهة الترخيص	
ORN:	رقم التسجيل:	License Number:	رقم الترخيص:
Fax:	رقم الفاكس:	Telephone Number:	رقم الهاتف
Address:		العنوان:	
Email:		البريد الإلكتروني:	
Agent Name:		اسم الوسيط:	
BRN:	رقم تسجيل الوسيط:	Mobile:	رقم الهاتف الجوال
Part 2 (Sub-broker)		الجزء 2: الوسيط الفرعي	
Broker office/ Agent details		بيانات مكتب الوساطة	
Office name:		اسم المؤسسة:	
Licensing Authority:		جهة الترخيص	
ORN:	رقم التسجيل	License Number:	رقم الترخيص:
Fax:	رقم الفاكس:	Phone:	رقم الهاتف:
Address:		العنوان:	
Email		البريد الإلكتروني:	
Agent name:		اسم الوسيط:	
BRN:	رقم تسجيل الوسيط:	Mobile:	رقم الهاتف الجوال:
Part 3 (Commission and contract duration)		الجزء 3 (العمولة ومدة العقد)	
Contract Start Date:	تاريخ بدء العقد:	Contract end date:	تاريخ انتهاء العقد:
Commission Amount (AED)		نسبة العمولة (درهم)	
Contract Type	نوع العقد	Broker activity reporting:	تقديم تقارير من الوسيط:
Part 4 (Signature of Parties)		الجزء 4 (توقيع الأطراف)	
First Party (Main Broker Office)		الطرف الأول (مكتب الوساطة الرئيسي)	
Name:			الاسم:
Title:			الصفة:
Date:	التوقيع:	Signature:	التوقيع:
		عقد وساطة فرعي	
		Sub-broker contract	
Date:	التاريخ:	Contract No.:	رقم العقد:
Date:	التاريخ:	Main Contract No.:	رقم العقد الرئيسي:
Office Stamp:		ختم المكتب:	
Second Party (The Buyer (s))		الطرف الثاني (الوسيط الفرعي)	

اسم المشتري (إنجليزي)		اسم المشتري (عربي)	التوقيع:
Buyer name (English)		Buyer name (Arabic)	Signature:
الممثل القانوني (إنجليزي)	الممثل القانوني (عربي)	رقم التوكيل	التوقيع
Legal representative (English)	Legal representative (Arabic)	Attorney No.	Signature:

General Provisions	
Clause 1	The preamble is part and parcel of the contract and is to be read therewith.
Clause 2	The terms of the contract are deemed the minimum conditions required and the two parties shall have the right to agree on other clauses to the extent that does not contravene Law No. (3) of 2015 concerning the Regulation of the Real Estate Sector in the Emirate of Abu Dhabi, and its executive and legislative regulations in force.
Clause 3	The real estate broker is entitled to (a commission) once the information the broker gives or the negotiations he enters leads to the conclusion of a property sale contract. The contract is deemed concluded once the two parties agree on the substantial terms of the contract, even if any of the contracting parties fail to execute the undertaken obligations, unless non-execution of obligations is a result of a mistake, or an act of fraud by the real estate broker. In the event of failure to conclude the sale contract of the property concerned for a reason related to any of the contracting parties, the real estate broker shall be entitled to a compensation that commensurate with the efforts he exerted.
Clause 4	If the brokerage activity carried out by the broker leads to an agreement between whoever he represents and the second party, and this agreement is pending fulfillment of a condition, the broker is not entitled to get a "commission" unless the relevant condition is fulfilled.
Clause 5	If the advice or negotiations of the real estate broker resulted in concluding an agreement between the two parties, the real estate broker shall not, in return for his endeavors, claim any compensation, fees, or expenses he incurred unless there is a prior written consent. In that case, the real estate broker is entitled to receive the expenses he incurred, even if the contract was not executed.
Clause 6	If more than one real estate broker took part in the brokerage or negotiations to reach an agreement, and which resulted in concluding the same, they shall all share the agreed-upon commission as if they were a single real estate broker, and the (commission) shall be divided upon them according to the terms of the contract concluded between them. In the absence of such contract, and their failure to reach an agreement on the "commission", it shall be equally divided among them.
Clause 7	If a client contracts many brokers independently and about one subject to broker or negotiate it with the aim of reaching an agreement thereon, and only one of them succeeded in concluding the agreement, he shall be the only one entitled to get the whole commission.
Clause 8	The real estate broker shall not be entitled to get a commission except from the person that authorized him from the two contracting parties to broker the conclusion of the contract.
Clause 9	The real estate broker shall not be entitled to a commission in the following cases: 1- If he is a party to the contract and concluded it in his name. 2- Or if he brokers an unlawful deal. 3- Or if he gets from the other contracting party who did not authorize him to broker a benefit or promise of benefit in contravention with good faith and honesty.

