

**Ministry of Tourism**  
**Ministerial Decision No. 39/2008**  
**Issuing The Wave, Muscat Property Rules and Regulations**

Pursuant to Royal Decree No. 9/2007 concerning the Wave, Muscat Project;

And Royal Decree 12/2006 regarding acquisition of Real Estate in Integrated Tourism Complexes;

And, regulation concerning property ownership by GCC citizens in member states promulgated by Royal Decree No. 21/2004;

And, the Land Register Law promulgated by Royal Decree No. 2/98;

And, the Implementing Regulations of the law for acquisition of Real Estate in Integrated Tourism Complexes promulgated by Ministerial Decision No. 191/2007;

And, Development Agreement signed on 10<sup>th</sup> June 2006 between the Government of Oman (represented by Ministry of Tourism) and The Wave Muscat SAOC;

And after the approval of the Ministry of Housing in its letter dated 8<sup>th</sup> October 2008;

And according to the public interest

**It is decided as follows:**

**Article 1:**

The accompanying Property Rules and Regulation shall be adopted in respect of The Wave, Muscat project.

**Article 2:**

This decision shall be published in the Official Gazette and shall come into force on the date following the publication date.

**Dr. Rajeha bint Abdullah Amir bin Ali**  
**Minister of Tourism**

Issued on – 19<sup>th</sup> October 2008  
Published on – 1<sup>st</sup> November 2008

# The Wave, Muscat Property Rules & Regulations

## Chapter 1: Definition and General Provisions

### Article 1:

The words and expressions in this regulation shall have the same meaning provided for in the above-mentioned Development Agreement and the followings words and expressions shall have the meaning ascribed to each of them unless the text requires otherwise:

1. Ministry: Ministry of Housing.
2. Competent Authority: Ministry of Tourism.
3. Body-in-charge of Planning: Administrative Unit of the Ministry of Housing assigned by the law the approval of the sub-division of the land prepared for construction pursuant to the applicable regulations in this regard.
4. Survey Drawing: Drawings and a statement to be prepared by the Developer and approved by the Ministry showing the number, area of the land or the Real Estate Unit with coordinates and the percentage and conditions of the construction thereon.
5. Sub-division: To subdivide the project land vertically or horizontally as per the Development Control Plan which shall include specifically the public areas, access, roads, services and the number of the sub-plots and the area and the number of each of them.
6. Approval of Sub-division: Approval issued by the Ministry stating that the sub-division prepared by the Developer is in accordance with the Development Control Plan.
7. Title of Sub-division: The Wave, Muscat Sub-division Plan.
8. Developer: The Wave, Muscat S.A.O.C or its successors or assigns.
9. Bank Account: An account opened by the Developer wishing to sell the Real Estate Units in the project by way of installments with one of the local certified banks in the Sultanate wherein the amounts collected from the Purchasers in the name of the project shall be deposited.
10. Form: The form prepared for the purpose of ownership by non-Omanis of properties in integrated tourism complexes.

11. Work Completion Certificate: A document issued by the Developer and endorsed by the Project's consultant specifying the volume of work executed in every Real Estate Unit.
12. Audit: To review the Cost and Proportion carried out each year by an independent international auditing firm appointed for that purpose by the Developer.
13. By-laws: Rules organizing the relationship between the Developer and the Owners and others inside the project to be prepared by the Developer in coordination with the Owners' Union in accordance with rules and regulations set out in the Development Agreement.
14. Owners: A group of owners sharing ownership of property composed of a number of floors (i.e. apartments) or sharing ownership of a group of Real Estate Units with common side walls (i.e. townhouses).
15. Owners' Union: A group of owners of Real Estate Units to be selected by the majority of owners to manage their property pursuant to the rules and regulations contained in the Development Agreement.
16. Title Deed: A document issued in the name of the Purchaser by the Ministry of Housing evidencing the right of the Purchaser to own the Real Estate Unit mentioned therein pursuant to the Ministry's sale agreement and the Land Register process and procedure.
17. Cost: The amount to be allocated by the Developer for each financial year to cover all administrative expenses and other necessary expenses such as maintenance, cleaning, repairs, replacement, improvement, in respect of the Common Usage Areas in the project.
18. Proportion: Amounts to be incurred by the Owner of the Real Estate Unit in respect out of the Cost to be determined by the Developer from time to time in a way that achieves equality and justice among the Owners of the Real Estate Units.
19. Annual Fee: The amount to be paid by the Owner which is calculated on the basis of applying the Proportion pertaining to the Real Estate Unit owned by him out of the Cost in consideration of the services rendered by the Developer.

20. Real Estate Unit: A plot of land or unit constructed at the Project.
21. Specification of the Real Estate Unit: Specification of construction and finishing as agreed upon between the Developer and the Purchaser in the Sale Agreement.
22. Common Usage Area: The area so designated in the Development Control Plan to be used by the Owners or others such as roads, access, gardens and beach.
23. Common Usage Right: The right granted to the Owner of the Real Estate Unit to use the Common Usage Area with others, including the Developer.
24. Sale Agreement: The agreement between the Developer and the Purchaser by virtue of which the Title Deed of the Real Estate Unit is transferred to the Purchaser after it has been registered with the land register.
25. Due Installment: An amount to be paid by the Purchaser to the Developer out of the price of the Real Estate Unit pursuant to the Sale Agreement calculated on the basis of the percentage of the executed work or as agreed between the parties in the Sale Agreement.
26. Fine of Delay: The amount to be agreed between the Developer and the Purchaser in consideration of the delay by the Developer in completing the Real Estate Unit or nonpayment of the Purchaser of the amounts due from him on the specified date thereof. Such fine of delay shall be provided for in the Sale Agreement.
27. Development Control Plan: The plan issued by Ministerial Decision 36/2007 by the Ministry of Tourism.

28.	Purchaser:	Any person who has purchased a Real Estate Unit and did not complete its registration procedures.
29.	Owner:	Any person who has purchased a Real Estate Unit and completed its registration procedures in his name with the Land Register after payment of the fees specified by law.

Article 2:

The Developer shall submit the plan of development of the project (as approved in accordance with the Development Control Plan) and the survey drawings to the Ministry for its approval. Such plan shall not be amended except in accordance with the Development

Control Plan. Such plan shall include the sub-drawings and the main plots and sub-plots provided that the plots shall be numbered in a serial number as per the approved survey drawing. No Real Estate Unit shall be sold in the project, except after approval of the plan of development and the survey drawings of the plot or the Real Estate Unit.

Article 3:

The Developer shall prepare the By-laws that would comply with all the legislations and rules adopted. Such laws shall include rights and obligations of the Developer, Owners and Owners' Union. Each Owner shall obtain a copy of the same and such laws may be amended in consultation with the Owners' Union. These By-laws shall be complied with by Owners, Owner's families and relatives, occupiers of the project and all visitors.

Article 4:

The ownership of the Common Usage Area shall be shared by all the Owners of the Real Estate Units or as agreed in the Sale Agreement.

Article 5:

The Title Deed of the plot of land or the constructed Real Estate Unit together with all the easements attached thereto shall be transferred pursuant to what has been agreed upon in the Sale Agreement.

Article 6:

The Developer shall notify the Competent Authority at least two weeks before in the event of sale of more than one Real Estate Unit at once for the first time in any sector. Such notification shall include the type, venue, date and duration of sale.

Article 7:

The Developer shall open a Bank Account with one of the certified local banks in which the amounts received from the purchasers as advanced payments of the price of the Real Estate Units obtained by them shall be deposited. However, expenditure on the project shall be taken from such account.

Article 8:

The Developer shall undertake to carry out the construction per the specifications agreed upon in the Sale Agreement and shall deliver to the Purchaser a copy of the architectural drawings of the Real Estate as agreed in the Sale Agreement.

Article 9:

The Developer shall send a copy of its current standard Sale Agreement of the Real Estate Unit to the Competent Authority for its perusal. Any material amendments made by the Developer to such Agreement shall be in consultation with the Competent Authority.

Article 10:

The Developer and the Purchaser may agree in the Sale Agreement that any violation of the obligations by either party provided herein with regard to sale or the terms of the Sale Agreement to pay the Fine of Delay agreed upon in the Sale Agreement without prejudice to his rights of suing the other party.

Article 11:

The Developer shall appoint an independent international audit firm who shall Audit and review the projects' accounts as per accounting standards adopted in this regard.

Article 12:

The owner of the Real Estate Unit undertakes to pay the Annual Fee of the fees to be collected by the Developer on annual basis from the Owners. The Sale Agreement shall state the percentage, method of collection and procedures thereof applying best international practice.

Article 13:

No disposal in any way is permitted in respect of the common property and the Owners' Union shall not add new areas to the common property except with Developer, Ministry and Competent Authority's approval.

Article 14:

In accordance with the Sale Agreement, the Developer or the Owner shall register the completed Real Estate Units with the Land Register and pay of the applicable fees.

Article 15:

The Developer shall undertake the following:

- (a) to submit an application Form of ownership of Real Estate Unit in the project to the Ministry before the signing the Sale Agreement with the non-Omani Purchaser;
- (b) to handover the Real Estate Unit to the Purchaser within 24 months from the date of signing the Sale Agreement for villas and townhouses and within 36 months from the date of signing the Sale Agreement for apartments.
- (c) on behalf of the owners, to insure all Real Estate Units in the project against all risks and to pay the insurance premium on the date of maturity of the same;
- (d) to apply all the proceeds of the insurance in rehabilitating repairs of buildings which have been exposed to damages and to reinstate the same in an acceptable condition;
- (e) to implement the decisions issued to it by the public authorities in the Sultanate pursuant to the applicable regulation, but without prejudice to its rights in the Development Agreement and in law.

- (f) to inform the Competent Authority of the following:
1. immediately on the death of any Real Estate Unit owner after knowing of such death;
  2. sale by an Owner of his Real Estate Unit within one (1) week of its approval of sale.

Article 16:

The Purchaser or Owner of the Real Estate Unit undertakes the following:-

- (a) to pay the installments due from him by virtue of the Sale Agreement on the dates agreed upon;
- (b) comply with the by-laws applied in the project;
- (c) not to breach the public order or the public morale;
- (d) to utilize the unit owned by him without prejudice to the rights of others or to reduce the easements applicable to his unit in favor of the other Real Estate Units;
- (e) to use the Real Estate Unit for its purpose as agreed in the Sale Agreement;
- (f) not to sell the purchased Real Estate Unit without the approval of the Developer;
- (g) not to dispose off the Real Estate Unit owned by him except after registering the same with the Land Register.

Article 17:

The applicable rules and regulations in the Sultanate shall be applied on all other matters not explicitly provided for in these regulations.

Article 18:

All transactions and procedures carried out with respect to The Wave Muscat project before the implementation of this Ministerial Decision and which are in accordance with the Development Agreement shall be deemed legal and valid.