



## Preamble

The Arab Co. for Urban Development and Projects has established “Madinaty”, an international city located in the middle of New Cairo, as it is a leading Company in the field of real estate investment and the projects of housing and urban development with integrated utilities and services.

“Madinaty” has been designed and planned to grasp all present and future needs, through the largest international consulting offices specialized in designing and planning urban communities, as an extension to the urban development and expansion of New Cairo City.

The idea of establishing the City was a response to the State’s policy in the field of solving the housing problem and meeting the will to obtain a suitable house in a calm atmosphere far from noise and pollution sources, together with providing all the necessary and entertainment services, including trade centers, sport clubs, educational institutions, administrative offices, gardens and greenery. It has been designed at the highest international levels to be similar to the top urban communities and cities all over the world.

The planning of Madinaty has observed achieving smoothness and facility of transportation within the internal zones and contact with the adjacent districts and cities, together with separating between the pedestrian and car areas, to protect the safety of inhabitants and grasp all present needs and future expansions in all the services provided according to the planning rates.

As the management of such a huge city requires a specialized company experienced in its management at the international level, it has been agreed with Madinaty Co. for Managing Real Estate Projects on managing the City, which necessitates the existence of internal regulations for organizing the relation between the units owners and Madinaty Co. for Managing Real Estate Projects.

Accordingly, the clauses of these regulations have been laid to guarantee the general bases and rules which are considered, as a whole, annexed, complementary to and interpreting the clauses of the sale contract and which will result in whatever results from the contract.

May God lead us to success.

Madinaty Co. for Managing Real Estate Projects



## FIRST CHAPTER

# OBLIGATIONS OF MADINATY CO. FOR MANAGING REAL ESTATE PROJECTS

Madinaty Co. for Managing Real Estate Projects shall be bound to supervise the management of public services in order to maintain the best image of Madinaty forever. In implementation of the clauses of the sale contract concluded between the unit owner and the Seller Company, Madinaty Co. for Managing Real Estate Projects shall be bound, by virtue of the present regulations, to supervise and follow up the following:

### FIRST: WORKS OF MANAGEMENT AND OPERATION

including the following:

#### Public networks

- \* Electricity and general lighting.
- \* Roads and passages.

in addition to:

- \* Public utilities (water, irrigation and sanitary drainage).

### SECOND: WORKS OF SUPERVISING GARDENS AND PUBLIC GREENERY

including the following:

- \* Public gardens and areas.
- \* Private gardens.
- \* Irrigation.
- \* Garden coordination.
- \* Hedge and trees clipping.
- \* Agricultural pests fighting.
- \* Agricultural waste lifting.

### THIRD: ENVIRONMENT PROTECTION WORKS

including the following:

- \* Works of protecting the environment, public places and passages.
- \* Works of protecting the housing building facades and entrances and areas in front of flats.
- \* Works of fighting flying, creeping insects and rodents.

(Such works are performed by using the materials approved by the competent health authorities and the most up-to-date scientific methods and equipment according to scientific and international plans executed most accurately according to the public health and environment conditions).

### FOURTH: SECURITY WORKS

including the following:

- \* Securing the hedges surrounding the City.
- \* Securing the main and subsidiary gates.
- \* Securing the public zones of villas and housing buildings.
- \* Securing the public passages and roads through security patrols.
- \* Organizing the internal traffic movement.
- \* Fighting fire through a fire extinguishing unit of the City.
- \* Coordinating and cooperating with the security authorities (Agencies of the Ministry of Interior) concerning any infringements to safeguard the public system with a view to providing safety and tranquility in the City.

### FIFTH: SETTLEMENT OF THE GENERAL CONSUMPTION VALUE

Madinaty Co. for Managing Real Estate Projects shall settle the value of general consumption (electricity, water and irrigation water) used in the public places, roads, passages and greenery to the governmental authorities or companies which supply the City with services on the due dates without delay to avoid the stop of such vital services in the City, provided that such expenses shall be added to the work costs according to the Sixth Clause.

### SIXTH: MANAGEMENT COSTS COLLECTION

The Owner Company has assigned and compelled Madinaty Co. for Managing Real Estate Projects in Madinaty to collect the value of management costs differences from the unit owners. Such costs comprise the works stated in the First, Second, Third, Fourth and Fifth Clauses of this Chapter, in addition to any other works which may maintain the owners' public services.

Claims of such costs representing the difference between the total costs and the revenue from the deposit of the units owners shall be issued in the first week of January of every year and shall fall due on the owners in the first week of the following February. A monthly delay fine of 1% of the due amount shall be calculated till completing settlement.

The balance-sheet of the management of Madinaty Project and the final accounts for every fiscal year shall be approved through the Company's auditor. The accounts shall be binding on the two parties (the unit owner and Madinaty Co. for Managing Real Estate Projects).

As the collection of the value of participation in the management cost differences is the sole basis for the continuation of service in the City in its best image forever and protection of the owners' investments represented in their housing units (flats and villas), the Owner Company asserts that Madinaty Co. for Managing Real Estate Projects is bound to collect such costs as it is keen on the continuation of performing works and protecting the City.



## SECOND CHAPTER

# UNIT OWNER OBLIGATIONS

The unit owner, his family members, guest or the lessee of his unit, as the case may be, shall be bound to follow and not to infringe all the clauses of these regulations including the rules and bases therein as these regulations are complementary and annexed to the contract, with a view to organizing the relation between the unit owner and Madinaty Co. for Managing Real Estate Projects, in order to guarantee the management and operation of all the public services and utilities of the City and safeguard them perfectly to maintain the soundness, safety, tranquility and public health for everybody, in implementation of the contract clauses and the provisions of the Law and instructions of the security authorities, according to the following rules, conditions and bases:

### First:

To safeguard the City utilities, apparatuses, equipment, public networks of different kinds, gardens, public greenery, plants, trees and not to change the greenery in private gardens (replace it by floorings and the like), not to damage or extract any of them or modify their arrangement and to make good use thereof without hurting, affecting or threatening the comfort, safety, tranquillity and rights of neighbors or third party.

### Second:

To use the unit for residence only, and not for any other purpose, in a good manner, without hurting or disturbing the neighbors or third party. Upon leaving the unit, the inhabitant should turn the water taps, gas obturators or gas pumps off firmly, close the doors and windows of the unit firmly, not to block any drainage sinks, to maintain them periodically, not to leave any electric apparatuses connected to electrical current in an unsafe way which may cause short-circuit, not to keep in the unit inflammable materials which may damage the unit or the adjacent units upon leaving or being absent from the unit for any period, together with the necessity of notifying the Security and Protection Dept. at Madinaty Co. for Managing Real Estate Projects of the absence period specifically according to the forms, rules and conditions and systems regulating this administratively and legally. The Maintenance Dept. or Security Dept. of the Management Company, as the case may be, should be notified of any accident in his unit which may affect the safety of people or properties; taking into account that securing and protecting the unit from the inside against theft and fire is the responsibility of the unit owner and occupant, as the liability of Madinaty Co. for Managing Real Estate Projects is to secure the public zones only.

### Third:

To settle the value of consumption expenses of water, electricity, gas and telephone, if available in the private unit, according to the claims of the competent authorities and companies supplying such services, while abiding by the sale contract concerning electrical power conveyance and distribution or according to what is decided by Madinaty Co. for Managing Real Estate Projects, if such amount is total for all the units or if one of these services is supplied through it. Every unit owner undertakes and is bound to contract with the specialized Company assigned to render such services.

### Fourth:

To effect spot payment, without delay or hindrance, of the value of differences in costs of financial management of the Project which is due on the unit owner, representing the difference between the revenue of the deposit settled by him and what is actually due on him according to the annual final account of such costs, the actual expenses and the claim annually issued by Madinaty Co. for Managing Real Estate Projects in the first week of January, provided that settlement shall be effected within a month from the date of notifying the unit owner thereof by virtue of a notification of any kind.

### Fifth:

Not to occupy the public joint parts, places or spaces outside the unit surface, e.g. roofs, building entrances, stairs, pavements, passages, gardens and greenery, etc.) even temporarily by any movables and not to exploit them personally or play football, ride bicycles or practise any kind of sliding inside or outside the public gardens.

### Sixth:

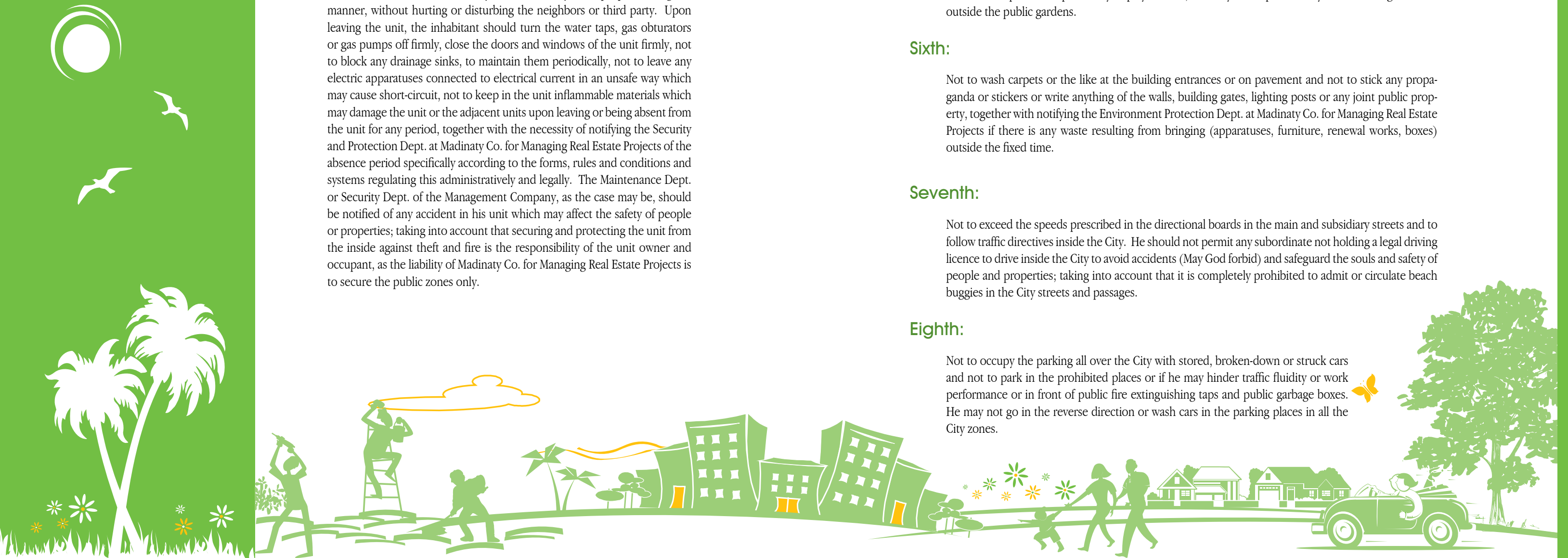
Not to wash carpets or the like at the building entrances or on pavement and not to stick any propaganda or stickers or write anything of the walls, building gates, lighting posts or any joint public property, together with notifying the Environment Protection Dept. at Madinaty Co. for Managing Real Estate Projects if there is any waste resulting from bringing (apparatuses, furniture, renewal works, boxes) outside the fixed time.

### Seventh:

Not to exceed the speeds prescribed in the directional boards in the main and subsidiary streets and to follow traffic directives inside the City. He should not permit any subordinate not holding a legal driving licence to drive inside the City to avoid accidents (May God forbid) and safeguard the souls and safety of people and properties; taking into account that it is completely prohibited to admit or circulate beach buggies in the City streets and passages.

### Eighth:

Not to occupy the parking all over the City with stored, broken-down or struck cars and not to park in the prohibited places or if he may hinder traffic fluidity or work performance or in front of public fire extinguishing taps and public garbage boxes. He may not go in the reverse direction or wash cars in the parking places in all the City zones.



### Ninth:

To notify the Security Dept. in Madinaty Co. for Managing Real Estate Projects if the unit owner is willing to bring his movables into or out of the City or if he is willing to assign any of his belongings or movables to any employees (servants- labor- etc.) for extracting permits for the exit of such movables signed by him according to the forms, rules, conditions and systems regulating the foregoing.

### Tenth:

To notify the Security Dept. of Madinaty Co. for Managing Real Estate Projects of the names, data and identity documents of (the servants, drivers, labor) affiliated to the unit owner who frequent his unit for serving him, whether Egyptians or foreigners for extracting permits for admitting them to the City, with the necessity of speedy notification upon the completion of their work with him, according to the regulating forms, rules, conditions and systems of Madinaty Co. for Managing Real Estate Projects. In all cases, the unit owner shall be responsible for them and their works during the period of their presence in his service in the City.

### Eleventh:

To attend in person at the Traffic Dept. of Madinaty Co. for Managing Real Estate Projects for presenting the names, data, identity documents and necessary contracts if he leases the unit to third party or hosts third party or permits anybody to stay therein and use it in the absence of the owner, 72 hours at least before the arrival of such persons, in order to register the contracts and extract permits for their admission to the City, according to the regulating forms, rules, conditions and systems, together with the necessity of effecting speedy notification upon the termination of the lease contract or hosting period. In all cases, the unit owner shall be responsible for them and for their works during the period of their stay in the unit.

### Twelfth:

To notify Madinaty Co. for Managing Real Estate Projects that he intends to introduce any modifications or finishing to his unit, settle the security deposit fixed by Madinaty Co. for Managing Real Estate Projects till completing the works and reimbursing the security deposit after the completion of all works and ascertaining that the unit site is free from infringements and raising whatever has resulted from the finishing works in the area surrounding the client's unit (pavements- entrances- stairs- etc.).



### Thirteenth:

He should safeguard the architectural aspect of the City and is completely prohibited from introducing any modifications, building, heightening, demolition or change of shape, facades or colors or making holes in the landings or closing holes whether inside or outside the unit buildings to safeguard the architectural aspect of the units and buildings in the City which is based on the coherence and harmony of facades, colors and raw materials, and to safeguard the soundness of constructions and buildings and not to damage the walls and foundations, and to maintain the comfort and tranquility of neighbors, except after obtaining a written approval from the Modifications Dept. of the Owner Company and the Security Dept. of Madinaty Co. for Managing Real Estate Projects, as well as the licences from the administrative authorities, according to the forms, rules, conditions and systems regulating the foregoing administratively and legally, for determining the method of carrying out such modifications and works, the contents thereof, the specifications, models and raw materials thereof, the working hours and the fixed supervision and control system of accomplishing such works, so as to maintain order, comfort and tranquility of neighbors.

### Fourteenth:

If the unit owner is willing to fix a venetian blind, he shall be permitted to fix it according to the unified model and color approved for villas and flats (off white) at his expense. If the client is willing to fix aluminium windows (alumetal) whether in villas or flats, he should fix the windows according to the same design and color approved and specified by the Company for every zone separately. He may not fix iron protection for the doors and windows of the unit except for the ground and first floor of villas and ground floor concerning flats, on condition that the designs shall be approved by Madinaty Co. for Managing Real Estate Projects.

### Fifteenth:

The unit owner shall be bound not to fix any air-conditioners (window) except in the places fixed by the Company. He can only fix split air-conditioners after knowing the places fixed in the drawing enclosed with these regulations. The air-conditioners pipe may not appear on the facades but they should pass inside the unit to guarantee the soundness of the construction and its shape and the harmony of its architectural type and to avoid damaging the construction and walls and sustain the comfort and tranquility of neighbors.

### Sixteenth:

It is completely prohibited to introduce any modifications to the balcony façades or change the flat door or its color.

### Seventeenth:

He may not introduce any modifications or paints, fix satellite dishes or change the plants of private gardens (cultivation of any fruitful and camphor trees) which may affect the appearance and public taste of the facades and entrances of buildings or villas.

### Eighteenth:

He may not raise animals and birds of different kinds inside or outside his private unit, except for pets. In case of obtaining any domestic animals (dogs- cats – ornamental birds) only, they should be licensed and vaccinated according to what is prescribed by veterinary authorities. They should not disturb or threaten any neighbor, passerby, or employee. They may not be left outside the unit or in the roads, passages or gardens except in the company of a major person who can control them and who should abide by the prescribed rules of accompanying them (neckband- muzzle- chain – cage-etc.). They should be clam and should not disturb third party. Such animals may not be exposed to the vaccines of stray animals which are periodically used in the campaigns of the Environment Protection Dept. of Madinaty Co. for Managing Real Estate Projects for fighting stray animals and pests.

### Nineteenth:

No inhabitant of the City, whether an owner or a lessee, may use sacks contrary to what is permitted by Madinaty Co. for Managing Real Estate Projects to maintain the general appearance, according to the criteria and specifications approved by the competent authorities to safeguard the environment. The approved sacks may be purchased from the Districts Service Centers.

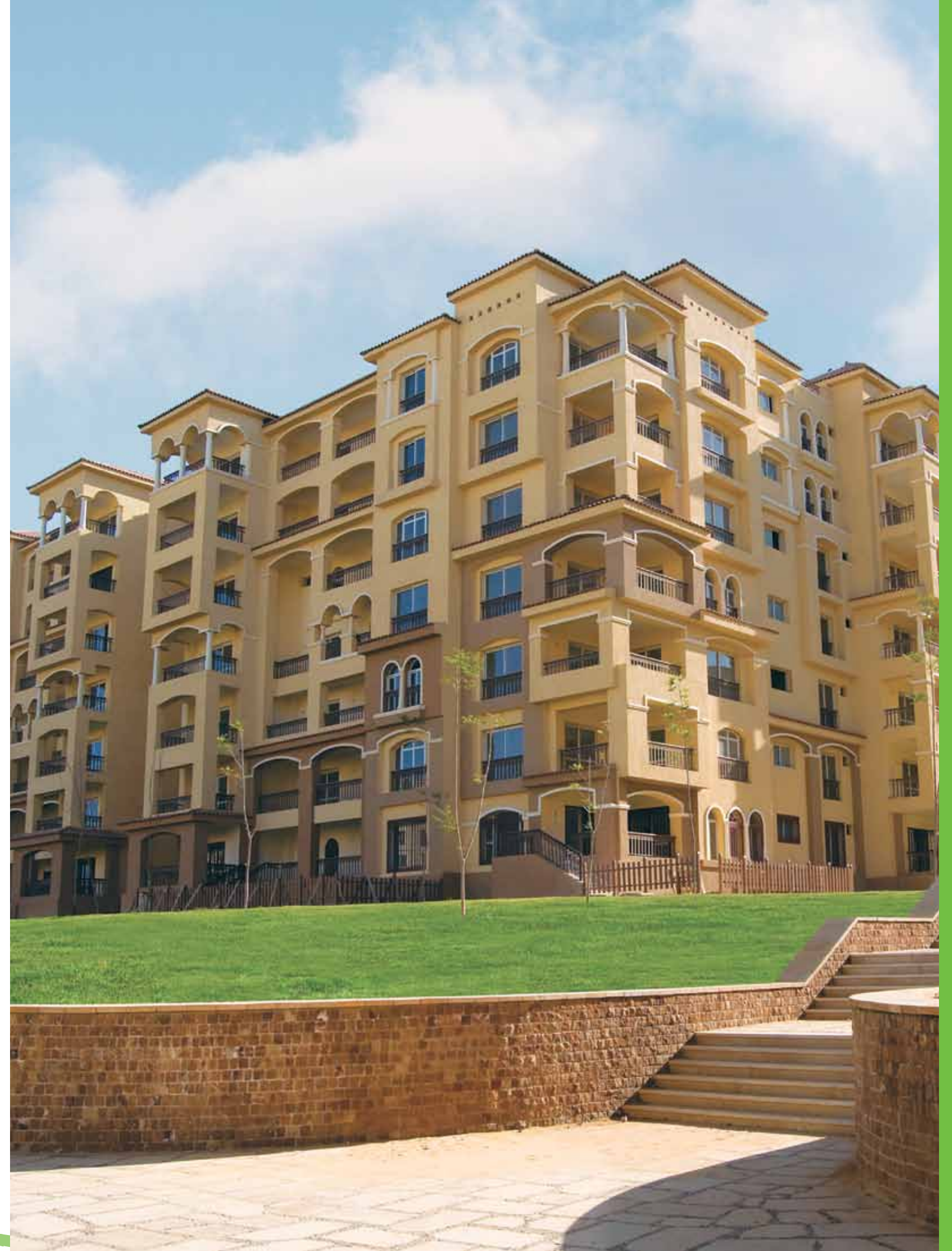
The unit owner shall be bound to put the waste sacks in the boxes specified for collecting garbage which are available all over the City which are painted in the same color of the waste sack. The kind of waste is written thereon; taking into account that any sack contrary to those approved by Madinaty Co. for Managing Real Estate Projects will not be raised and transported.



## THIRD CHAPTER PROCEDURES

By virtue of the present regulations, it is prescribed and agreed that Madinaty Co. for Managing Real Estate Projects and its representatives and personnel shall be entitled to take by all means all preventive procedures and the necessary measures for facing any actions of disposals contradicting the foregoing rules and bases, including preventing the entrance or exit- as the case may be- of persons, movables and vehicles, sequestering tools, equipment and raw materials, getting rid of movables, vehicles and animals which threaten the public security, safety and tranquillity, extracting, demolishing, building and removing what was effected contrary to the foregoing rules and bases and returning, in general, everything to its original condition. Furthermore, Madinaty Co. for Managing Real Estate Projects shall be entitled to stop all or part of the services rendered by it to the unit owner and deprive him thereof, including abstaining from repairing the networks of public utilities such as the water and electricity conveyed to the units on the basis that such connections derives service from the public utilities whose value and repair and maintenance cost are included within the counter-value of the costs of managing and operating the public utilities of the City, as such stop and deprivation are attributed to the action of the unit owner, apart from the will of Madinaty Co. for Managing Real Estate Projects, especially that the origin of the obligation of Madinaty Co. for Managing Real Estate Projects to render the service to the owner is his abidance to settle the cost thereof and follow the items of the internal regulations and not to infringe them, without any legal responsibility of any kind on Madinaty Co. for Managing Real Estate Projects for whatever it does for returning everything to its origin. The unit owner shall bear, as the case may be, all the legal responsibility resulting from his infringement of the foregoing and the resulting compensations or fines estimated by Madinaty Co. for Managing Real Estate Projects or the governmental authorities. In all cases he should correct everything and return it to its original condition. Any amounts due for Madinaty Co. for Managing Real Estate Projects on the unit owner, whether against the differences in management costs or fines imposed on him shall be considered valid, of fixed value, due and entitling the issue of a payment order accordingly against the unit owner, after the lapse of fifteen days from notifying the unit owner thereof by any notification means, without any objection thereto. A delay fine equivalent to the legally prescribed interest rate shall be calculated from the date of issuing the claim till full settlement. The unit owner declares that he fully and finally accepts abidance by the foregoing in advance, without any objection on his part in the future, and without any responsibility attaching to Madinaty Co. for Managing Real Estate Projects concerning any damage afflicting third party as a result of infringing the foregoing.

The two parties have agreed that all the rights and obligations of the unit owner, prescribed by the present regulations, shall directly devolve to the purchaser from him on condition that the ownership transfer procedures shall be effected according to the rules prescribed by the Owner Co., after obtaining an official letter from the Owner Company stating the transfer of ownership and the name of the new purchaser. Similarly, all rights and obligations prescribed for Madinaty Co. for Managing Real Estate Projects shall devolve to any other management company which may perform all or part of the duties stipulated in these regulations. The purchasers will be notified of the name of the Company, if necessary.



## DECLARATION

I, the undersigned, .....  
holder of (National ID/Passport) No. .... ,  
domiciled at .....  
in my capacity as owner of flat/villa no. .... , building no. .... ,  
group no. .... , model ..... in Madinaty Project in New Cairo by virtue of the sale  
contract dated ..... / ..... / 2 ..... concluded between me and the Arab Co. for Urban  
Development and Projects, hereby declare that I have perused all these regulations, consisting  
of three chapters. I undertake and shall be bound to follow and respect all their items and not  
to infringe them. I also declare that I accept all the content thereof including the procedures  
and penalties which will be taken in case of infringing any clause therein according to the  
foregoing. I have perused them and accepted their content.

In witness whereof, the present declaration and commitment have been issued by me.

For Madinaty Co. for Managing Real Estate Projects

***Signed before me***

Name: .....

Signature: .....

***Unit Owner***

Name: .....

Signature: .....

I.D.: .....

Dated: ..... / ..... / 2 .....



**Global city on the Egyptian territory**