

EMEA Real Estate Operating *Guide*

Middle East and Africa



Real value in a changing world

Making informed real estate decisions in MEA

The Middle East and Africa region contains some of the world's fastest growing real estate markets. However, they are also markets that operate in a markedly different way to those in Europe. As occupiers continue to explore and expand into the MEA region on the basis of its economic and demographic growth and resultant market opportunity, there is a need for a clear overview of market practices and orthodoxies. Responding to this need, Jones Lang LaSalle has extended the coverage of its popular Operating Guides to cover the MEA region for the first time.

Effective CRE decision making is dependent upon a solid understanding of markets, how they operate and their future trajectory. This operating guide provides such understanding for 18 markets in the MEA region – all of which have emerged on the corporate occupiers' radar over the last 18 months. The guide highlights the disparities across markets and equips prospective occupiers with the knowledge needed to make effective and informed real estate decisions.

This guide supplements a range of research tools, developed by Jones Lang LaSalle, that support occupier decision making in MEA, most notably:

Global Real Estate Transparency Index – This index covers 82 markets worldwide and assesses their relative transparency. It is a strategic tool to

help occupiers determine the ease of identifying and occupying real estate globally. In addition to the main report, more focused sub-region assessments of market transparency have been developed, such as 'Open for Business: Real Estate Transparency in the Middle East & North Africa'.

World Winning Cities Programme – This programme is designed to draw together the essence of contemporary city competitiveness and to predict the winners and losers in the battle for world city status. The WWC Programme identifies and examines the trends that will impact on business, the economic landscape and how they are coalescing to create the rising urban stars of the next decade. For over 5 years the programme has been successfully predicting the world's next property hotspots, including such locations in the Middle East region as Dubai and Abu Dhabi. The programme is expanding into Africa and exploring the future of locations such as Casablanca and Cairo.

EMEA Occupier Conditions – This core occupier research output provides a quarterly overview of more than 50 markets across the EMEA region from an occupier's perspective. As well as providing key market data, the report contains a forward looking sentiment based view from those operating in each market.

For more information on these tools, please contact:

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MEA Research Best Practice

Jones Lang LaSalle is committed to providing our occupier, investor and developer clients with quality real estate market research across the Middle East and Africa region. Our specialist research staff based in Dubai, Abu Dhabi, Jeddah and Riyadh are responsible for collecting and analysing data to provide clients with a greater understanding of the drivers of some of the world's fastest emerging real estate markets. Our research team look beyond the data to draw conclusions on both the performance of individual markets and the broader trends that will drive the performance of these markets in the future.

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		Algeria	Bahrain	Egypt	Jordan	Kenya
UNIT OF MEASUREMENT		Square Metres	Square Metres	Square Metres	Square Metres	Square Feet
RENTAL PAYMENT	Rents	Quoted in DZD or US\$ or €/sqm/month	Quoted in BHD/sqm/month	Quoted in US\$/sqm/month (paid in EGP)	Quoted in JOD/sqm/year	Quoted in KES/sqft/month (occasionally US\$)
	Typical lease term	1-6 years	1-3 years (small space) 5-10 (large space)	3-5 years	3-5 years (negotiable)	Minimum of 6 years
	Frequency of rental payments (in advance)	Monthly / Quarterly	Quarterly	Quarterly	Quarterly	Quarterly
	Typical rent deposit (expressed as x months rent)	0-3 months	1-4 months	2-3 months	3 months	3 months
	Does tenant have statutory rights to renew	No – unless negotiated for in original lease	No – unless negotiated for in original lease	No	No	No
	Basis of rent increases or rent review	Fixed percentage, negotiated in lease	Negotiable	Fixed percentage, negotiated in lease	Fixed percentage, negotiated in lease	Fixed percentage, negotiated in lease
	Frequency of rental increases or rent review	Annual indexation	Annual indexation	Annual indexation	Negotiable	Negotiable, generally every 2 years
SERVICE CHARGES, OPERATING COSTS, REPAIRS & INSURANCE	Responsibility for service charges / management fees	Tenant responsible for his pro-rata share, but included in the rent – payable monthly / quarterly and not reconciled	Tenant responsible for the fixed amount as agreed in the lease, typically 10% of rent in addition to the rent – payable up front at start of lease and not reconciled	Tenant responsible for his pro-rata share in addition to rent – payable quarterly based on estimates and not reconciled	Tenant responsible for his pro-rata share in addition to the rent – payable quarterly based on estimates and reconciled once per year (no rights to audit)	Tenant responsible for his pro-rata share in addition to the rent – payable monthly and possibly reconciled
	Responsibility for utilities	Either landlord responsible for all utilities, but costs charged back to tenant via service charge or separately metered and payable by each tenant	Utility consumption space is separately metered and payable by each tenant	Electricity, HVAC and telecommunication consumption are separately metered and payable by each tenant; water consumption is included in the service charge	Utility consumption is separately metered and payable by each tenant	Electricity, HVAC and telecommunication consumption are separately metered and payable by each tenant; water consumption is included in the service charge, unless the tenant's particular activity consumes excessive amounts of water, in which case a separate meter is installed
	Responsibility for internal repairs	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area
	Responsibility for repairs of common parts (reception, lifts, stairs, etc)	Landlord responsible but costs charged back to tenant via rent	Landlord responsible	Landlord responsible but costs typically charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge
	Responsibility for external / structural repairs	Landlord responsible but costs charged back to tenant via rent	Landlord responsible	Landlord responsible but costs for major capital expenditure charged back to tenant via service charge	Landlord responsible with possible charge back of costs to tenant via service charge	Landlord responsible
	Responsibility for building insurance	Landlord responsible but costs charged back to tenant via rent	Landlord responsible	Landlord responsible	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible with possible charge back of costs to tenant via service charge
TAXATION	Responsibility for stamp duty	Tenant responsible	Not applicable	Not applicable	Not applicable	Tenant responsible (1% of the annual rent, taken at the higher of the starting and future rent if specified in the lease agreement)
	Responsibility for local property taxes	Landlord responsible	Not applicable	Not applicable <i>New property tax proposals exist and most leases now incorporate provisions for landlords to pass this on to tenants</i>	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible with possible charge back of costs to tenant via service charge
	Responsibility for VAT / GST payable on rent & service charge	Tenant responsible (17% on both rent and service charge)	Not applicable	Not applicable <i>Tenant responsible for sales tax on service charge payments</i>	Tenant responsible (16% on both rent and service charge)	Tenant responsible (16% on both rent and service charge)

		Algeria	Bahrain	Egypt	Jordan	Kenya
UNIT OF MEASUREMENT		Square Metres	Square Metres	Square Metres	Square Metres	Square Feet
DISPOSAL OF LEASES	Tenant subletting & assignment rights	Subletting and assignment are subject to negotiation, however, generally not permitted <i>Subletting or assignment for companies within the same group are more likely to be permitted</i>	Subletting and assignment are subject to negotiation, however, generally not permitted	Subletting generally accepted subject to landlord's approval Assignment generally prohibited	Subletting and assignment may be negotiated subject to landlord approval however, landlords generally reluctant	Subletting and assignment commonly conducted without landlord approval
	Tenant early termination rights	Not normally permitted, but possible through negotiation with landlord (may only be granted subject to financial indemnity or through securing a replacement tenant)	Through negotiation with landlord (typical three month notice period)	Through negotiation with landlord (may only be granted subject to financial indemnity or through securing a replacement tenant)	Through negotiation with landlord (may be subject to financial indemnity or securing a replacement tenant)	Not normally permitted, but possible through negotiation with landlord (may only be granted subject to financial indemnity or through securing a replacement tenant)
	Tenant's building reinstatement responsibilities at lease end	Original condition allowing for wear and tear	Original condition allowing for wear and tear	Good and clean condition	Good condition allowing for wear and tear	Good and clean condition
PURCHASING PROPERTY	Common land titles	Freehold	Freehold or leasehold	Freehold or leasehold	Freehold	Freehold and leasehold
	Foreign ownership rights	No restrictions	Foreign ownership restricted to designated areas – Freehold in: Durrat Al-Bahrain, Amwaj Islands, Danna Hawar Leasehold in: Ahmed Al-Fateh District, Hoorah District, Bu Ghazal District, Seef District, District or Northern Manama, including Diplomatic Area All Gulf Cooperation Council (GCC) nationals can own property anywhere	Foreign ownership restricted Foreigners cannot buy more than two pieces of real-estate, which cannot exceed 4,000 sqm, and their purpose must be for a family member to live in the property Foreigners in Sharm el Sheikh can only acquire 99-year leaseholds	No restrictions	No restrictions, except agricultural land
	Strata title (Partial ownership of the building)	Possible	Possible	Possible	Very Common	Rare
	Security deposit	20% of purchase price	Varies by transaction	Not common practice	Not common practice	10% of purchase price
	Responsibility for stamp duty	Responsibility divided equally between parties (2.5% of purchase price per party as registration fee) In addition, purchaser responsible for publication fee (1% of purchase price)	Not applicable	Purchaser responsible (2.5% of purchase price)	Seller responsible (0.6% of purchase price) In addition, responsibility for Property Transfer Tax divided between parties (10% of purchase price total, divided 4% seller, 6% purchaser)	Purchaser responsible (4% of purchase price)

		Kuwait	Lebanon	Libya	Morocco
	UNIT OF MEASUREMENT	Square Metres	Square Metres	Square Metres	Square Metres
RENTAL PAYMENT	Rents	Quoted in KWD/sqm/month	Quoted in US\$/sqm/year	Quoted in US\$ or LYD/sqm/month	Quoted in MAD/sqm/month
	Typical lease term	2-5 years (minimum 1 year)	Typically 6 or 9 years with tenant break options every 3 years	1-5 years	3, 6 or 9 years (negotiable)
	Frequency of rental payments (in advance)	Quarterly	Quarterly / Annually	Quarterly / Annually	Monthly
	Typical rent deposit (expressed as x months rent)	3 months	None	2-3 months (Villas used as offices typically demand 1-2 years rent up front in lieu of deposit)	1-3 months
	Does tenant have statutory rights to renew	No - unless negotiated for in original lease	No - unless negotiated for in original lease	No - unless negotiated for in original lease	Yes
	Basis of rent increases or rent review	Negotiable	Fixed percentage, negotiated in lease	Fixed percentage, negotiated in lease	Fixed percentage, typically 10%
	Frequency of rental increases or rent review	Negotiable - Kuwaiti Law allows landlord to increase rent every 5 years	Either annual indexation or 3-yearly depending on contract	Annual indexation	Negotiable, generally every 3 years
SERVICE CHARGES, OPERATING COSTS, REPAIRS & INSURANCE	Responsibility for service charges / management fees	Tenant responsible for his pro-rata share, either included in or in addition to the rent - payable quarterly if included in the rent or annually up front if in addition to the rent, and not reconciled in either case	Tenant responsible for his pro-rata share in addition to the rent - payable quarterly / annually based on estimates and reconciled once per year	Tenant responsible for his pro-rata share, but included in the rent - payable quarterly / annually and not reconciled	Tenant responsible for his pro-rata share in addition to the rent - payable monthly based on estimates and reconciled once per year
	Responsibility for utilities	Either landlord responsible for all utilities, but costs charged back to tenant via service charge or separately metered and payable by each tenant	Utility consumption is separately metered and payable by each tenant	Utility consumption is typically separately metered and payable by each tenant	Utility consumption is separately metered and payable by each tenant
	Responsibility for internal repairs	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area
	Responsibility for repairs of common parts (reception, lifts, stairs, etc)	Landlord responsible	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via rent	Landlord responsible but costs charged back to tenant via service charge
	Responsibility for external / structural repairs	Landlord responsible	Landlord responsible with possible charge back of costs to tenant via service charge	Landlord responsible but costs charged back to tenant via rent	Landlord responsible
	Responsibility for building insurance	Landlord responsible	Landlord responsible with possible charge back of costs to tenant via service charge	Landlord responsible but costs charged back to tenant via rent	Landlord responsible but costs charged back to tenant via service charge
	Responsibility for stamp duty	Not applicable	Responsibility shared equally between landlord and tenant (\$3 per \$1000 of contract value)	Tenant responsible (typically 1% of contract value)	Tenant responsible, if applicable
TAXATION	Responsibility for local property taxes	Not applicable	Landlord responsible	Not applicable	Tenant responsible (up to 10% of the rent)
	Responsibility for VAT / GST payable on rent & service charge	Not applicable	Tenant responsible (10% on both rent and service charge) VAT proposals as high 16-17% exist to eliminate income tax	Not applicable	Not applicable on commercial leases; Tenant responsible on serviced office leases (20% of contract value)

		Kuwait	Lebanon	Libya	Morocco
	UNIT OF MEASUREMENT	Square Metres	Square Metres	Square Metres	Square Metres
DISPOSAL OF LEASES	Tenant subletting & assignment rights	Subletting and assignment subject to landlord's approval	Subletting generally accepted subject to landlord's approval Assignment possible with landlord's approval, but often depends on the future assignee	Subletting and assignment to group companies are permitted without landlord approval Subletting and assignment to third parties are subject to negotiation, however, generally not permitted	Subletting and assignment generally accepted subject to landlord's approval
	Tenant early termination rights	Through negotiation with landlord (typical six month notice period and may only be granted subject to financial indemnity or through securing a replacement tenant)	By break clause or through negotiation with landlord (may be subject to financial indemnity- payment in full often required – or securing a replacement tenant)	Through negotiation with landlord (may be subject to financial indemnity or securing a replacement tenant)	Not normally permitted, but possible through negotiation with landlord (may only be granted subject to financial indemnity or through securing a replacement tenant)
	Tenant's building reinstatement responsibilities at lease end	Original condition allowing for wear and tear	Original condition allowing for wear and tear	Original condition allowing for wear and tear	Clean and in good repair
PURCHASING PROPERTY	Common land titles	Freehold	Freehold or long leasehold	Mainly freehold; long leasehold possible for foreign companies	Freehold
	Foreign ownership rights	Foreign ownership restricted to locally registered special purpose companies Freehold allowed for Gulf Cooperation Council (GCC) companies for office space, warehouse space but not for investment purposes	No restrictions on buildings Non-Arab can own land plots up to 3,000 sqm, Arabs (except Palestinians) can own land plots up to 10,000; presidential decree requires to exceed these levels	Foreign ownership restricted to locally registered special purpose companies and long leaseholds Nationals from Tunisia, Egypt and Syria are not restricted	No restrictions
	Strata title (Partial ownership of the building)	Very common	Very common	Possible	Very common
	Security deposit	Varies by transaction	Not applicable	Varies by transaction	Not applicable
	Responsibility for stamp duty	Not applicable	Purchaser responsible (6.5% of purchase price)	Not applicable	Purchaser responsible (Typically MAD 1,500)

		Nigeria	Oman	Pakistan	Qatar
UNIT OF MEASUREMENT		Square Metres	Square Metres	Square Feet	Square Metres
RENTAL PAYMENT	Rents	Quoted in US\$ or NGN/sqm/year	Quoted in OMR/sqm/month	Quoted in PKR/sqft/month	Quoted in QAR/sqm/month
	Typical lease term	3-5 years	5 years (planned increase to 7 years)	3-5 years	2-3 years
	Frequency of rental payments (in advance)	3 years in advance, second payment 2 years in advance	Quarterly / Annually	Annually	Quarterly
	Typical rent deposit (expressed as x months rent)	None	1-3 months	1-6 months	1-3 months
	Does tenant have statutory rights to renew	No – unless negotiated for in original lease	No – unless negotiated for in original lease	No – unless negotiated for in original lease	No – unless negotiated for in original lease
	Basis of rent increases or rent review	Rents are usually fixed due to up-front payment of rent	Omani government prohibits rent increase by more than 15% in any given year <i>Proposal for 7% annual cap exists</i>	Fixed percentage, typically 10%	Negotiable
	Frequency of rental increases or rent review	Not applicable	Annual indexation	Annual indexation	Annual indexation
SERVICE CHARGES, OPERATING COSTS, REPAIRS & INSURANCE	Responsibility for service charges / management fees	Tenant responsible for his pro-rata share in addition to the rent – payable yearly but and reconciled although may be subject to a "reasonableness" test	Tenant responsible for his pro-rata share in addition to the rent – payment frequency negotiable and not reconciled	Tenant responsible for his pro-rata share in addition to the rent – payable yearly and possibly reconciled	Tenant responsible for a service charge fee in addition to the rent – payable annually and not reconciled
	Responsibility for utilities	Either landlord responsible for all utilities, but costs charged back to tenant via service charge or separately metered and payable by each tenant	Utility consumption is separately metered and payable by each tenant	Either landlord responsible for all utilities, but costs charged back to tenant via service charge or separately metered and payable by each tenant	Utility consumption is separately metered and payable by each tenant
	Responsibility for internal repairs	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area
	Responsibility for repairs of common parts (reception, lifts, stairs, etc)	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible with possible charge back of costs to tenant via service charge
	Responsibility for external / structural repairs	Landlord responsible	Landlord responsible with possible charge back of costs to tenant via service charge	Landlord responsible	Landlord responsible with possible charge back of costs to tenant via service charge
	Responsibility for building insurance	Landlord responsible, costs only charged back if premiums are raised due to tenant's particular activity	Landlord responsible	Landlord responsible <i>Many landlords do not insure their buildings</i>	Landlord responsible
TAXATION	Responsibility for stamp duty	Tenant responsible	Not applicable	Tenant responsible (2-3% of contract value)	Not applicable
	Responsibility for local property taxes	Landlord responsible	Landlord responsible	Landlord responsible	Landlord responsible
	Responsibility for VAT / GST payable on rent & service charge	Tenant responsible (10% on both rent and service charge)	Not applicable	Not applicable	Not applicable

		Nigeria	Oman	Pakistan	Qatar
UNIT OF MEASUREMENT		Square Metres	Square Metres	Square Feet	Square Metres
DISPOSAL OF LEASES	Tenant subletting & assignment rights	Subletting and assignment to group companies possible subject to landlord's approval Subletting and assignment to third parties are subject to negotiation, however, generally not permitted	Subletting and assignment to group companies possible subject to landlord's approval Subletting and assignment to third parties are subject to negotiation, however, generally not permitted	Subletting and assignment to group companies possible subject to landlord's approval Subletting and assignment to third parties are subject to negotiation, however, generally not permitted	Subletting and assignment generally prohibited
	Tenant early termination rights	By break clause or through negotiation with landlord (may be subject to financial indemnity or securing a replacement tenant)	Through negotiation with landlord (typical three month notice period)	By break clause or through negotiation with landlord (may be subject to financial indemnity or securing a replacement tenant)	Through negotiation with landlord (typical three month notice period)
	Tenant's building reinstatement responsibilities at lease end	Original condition allowing for wear and tear	Original condition allowing for wear and tear	Original condition allowing for wear and tear	Original condition allowing for wear and tear
PURCHASING PROPERTY	Common land titles	Freehold and leasehold (99 years, only for non-nationals)	Freehold	Freehold	Freehold, leasehold and right of usufruct (99 years)
	Foreign ownership rights	Foreign ownership restricted to 99 year leaseholds	Foreign ownership restricted to specified integrated tourism complexes Gulf Cooperation Council (GCC) nationals, companies fully owned by Omanis or General Joint Stock Companies with majority Omani share holdings are allowed to own land under certain conditions	No restrictions	Foreign ownership restricted to designated areas
	Strata title (Partial ownership of the building)	Possible	Possible	Possible	Possible
	Security deposit	Varies by transaction	Varies by transaction	Varies by transaction	Varies by transaction
	Responsibility for stamp duty	Purchaser responsible (3% stamp duty, 3% registration fee, and 8% consent fee)	Not applicable	Purchaser responsible (2% capital value tax, 2% stamp duty and 1% registration fee)	Not applicable

		Saudi Arabia	South Africa	Tunisia	Turkey	UAE
UNIT OF MEASUREMENT		Square Metres	Square Metres	Square Metres	Square Metres	Square Feet (Dubai) Square Metres (Abu Dhabi)
RENTAL PAYMENT	Rents	Quoted in SAR/sqm/month	Quoted in ZAR/sqm/month	Quoted in TND/sqm/year	Quoted in US\$ or €/sqm/month (usually paid in YTL)	Quoted in AED/unit/year
	Typical lease term	1-3 years (small space) 5-10 (large space)	3-5 years 7-12 years for pre-let	1-5 years	2-5 years	1-3 years (small space) 5-10 (large space)
	Frequency of rental payments (in advance)	Biannually / Annually	Monthly	Monthly / Quarterly	Monthly	Annually
	Typical rent deposit (expressed as x months rent)	0-3 months	2-3 months	2-3 months	1-3 months	Fixed at AED 10,000 or 5-10% of annual rent
	Does tenant have statutory rights to renew	No – unless negotiated for in original lease	No – unless negotiated for in original lease	No – unless negotiated for in original lease	No – unless negotiated for in original lease	No – unless negotiated for in original lease
	Basis of rent increases or rent review	Negotiable	Fixed escalations (rent reviews rare)	Fixed percentage on longer leases, typically 5-8% Shorter leases typically indexed	Rents in YTL: Consumer Price Index and Wholesale Price Inflation; Rents in US\$: 3-5% increase and/or stepped rents	Negotiable (subject to government enforced cap)
	Frequency of rental increases or rent review	Annual indexation	Annual indexation	Annual indexation	Annual indexation	Annual indexation
SERVICE CHARGES, OPERATING COSTS, REPAIRS & INSURANCE	Responsibility for service charges / management fees	Tenant responsible for the fixed amount as agreed in the lease, typically 10% of rent in addition to the rent – payable annually and not reconciled	Tenant responsible for his pro-rata share in addition to the rent – payable monthly and occasionally reconciled <i>Leases must detail what the operating cost levy covers</i>	Tenant responsible for a small charge, known as <i>Frais de Syndic</i> , in addition to the rent – payable monthly and not reconciled	Tenant responsible for his pro-rata share in addition to the rent – payable monthly and reconciled either once per year or month	Tenant responsible for his pro-rata share in addition to or included in the rent – payable annually and not reconciled
	Responsibility for utilities	Utility consumption is separately metered and payable by each tenant	Utility consumption is separately metered and payable by each tenant	Utility consumption is separately metered and payable by each tenant	Utility consumption is typically separately metered and payable by each tenant; water and heating consumption may be included in the service charge	Utility consumption is separately metered and payable by each tenant
	Responsibility for internal repairs	Tenant responsible within the private leased area	Tenant responsible within the private leased areas	Tenant responsible within the private leased area	Tenant responsible within the private leased area	Tenant responsible within the private leased area
	Responsibility for repairs of common parts (reception, lifts, stairs, etc)	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via operating cost levy	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge
	Responsibility for external / structural repairs	Landlord responsible	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs typically charged back to tenant via service charge	Landlord responsible but costs typically charged back to tenant via service charge (depending on lease)
	Responsibility for building insurance	Landlord responsible but costs charged back to tenant via rent <i>Occasionally not in place due to concerns about Sharia compliance</i>	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible with possible charge back of costs to tenant via service charge	Landlord responsible but, in international leases, costs charged back to tenant via specific insurance invoice
TAXATION	Responsibility for stamp duty	Not applicable	Tenant responsible (50 cents per ZAR100 of contract value for lease terms over 5 years)	Tenant responsible	Legally, responsibility divided equally between landlord and tenant; in practice, tenant generally pays full amount	Not applicable
	Responsibility for local property taxes	Landlord responsible, typically not charged back	Tenant responsible	Landlord responsible but costs charged back to tenant via service charge	Landlord responsible with possible charge back of costs to tenant via service charge	Tenant responsible (5% of annual contract value)
	Responsibility for VAT / GST payable on rent & service charge	Not applicable	Tenant responsible (14% on both rent and service charge)	Tenant responsible (18% on both rent and service charge)	Tenant responsible (18% on both rent and service charge)	Not applicable

		Saudi Arabia	South Africa	Tunisia	Turkey	UAE
UNIT OF MEASUREMENT		Square Metres	Square Metres	Square Metres	Square Metres	Square Feet (Dubai) Square Metres (Abu Dhabi)
DISPOSAL OF LEASES	Tenant subletting & assignment rights	Subletting and assignment possible subject to landlord's approval	Subletting generally permitted subject to landlord's approval Assignment generally prohibited	Subletting and assignment generally prohibited	Subletting and assignment are subject to negotiation, however, generally not permitted	Subletting and assignment are legally permitted but rare in practice, however becoming more common
	Tenant early termination rights	By break clause or through negotiation with landlord (normally granted subject to financial indemnity or securing a replacement tenant)	By break clause or through negotiation with landlord (may be subject to financial indemnity or securing a replacement tenant)	By break clause or through negotiation with landlord (may be subject to financial indemnity or securing a replacement tenant)	By break clause or through negotiation with landlord (typical three month notice period and may only be granted through securing a replacement tenant)	Through negotiation with landlord (typical six month notice period and may only be granted subject to financial indemnity or through securing a replacement tenant)
	Tenant's building reinstatement responsibilities at lease end	Original condition allowing for wear and tear <i>Opportunity for outgoing tenants to recoup costs from incoming tenants</i>	Original condition allowing for wear and tear	Original condition allowing for wear and tear	Original condition allowing for wear and tear	Original condition allowing for wear and tear <i>Opportunity for outgoing tenants to recoup costs from incoming tenants</i>
PURCHASING PROPERTY	Common land titles	Freehold or leasehold (20-99 year leases)	Mainly freehold; long leasehold possible, generally only on government or tribal trust land (20-99 years or longer)	Freehold	Freehold or long leasehold <i>Ownership for land and buildings is separated</i>	Freehold
	Foreign ownership rights	Foreign ownership precluded except by exemption with purchase limitations No restrictions for Kingdom of Saudi Arabia subjects or Gulf Cooperation Council (GCC) citizens and companies	No restrictions	No restrictions, except agricultural land	Foreign ownership restricted <i>Currently under review and further clarification expected</i>	No restrictions in free zones Foreign ownership in non-free zones cannot exceed 49% of asset
	Strata title (Partial ownership of the building)	Possible	Possible	Possible	Very common	Very Common
	Security deposit	Not common practice	5-10% of purchase price	Varies by transaction	Usually 5-10% of purchase price	10% of purchase price
	Responsibility for stamp duty	Not applicable	Purchaser responsible (amount depends on purchase price and purchaser status)	Purchaser responsible (5% transfer tax, 1% registration fee, 0.1% stamp duty)	Responsibility divided equally between parties, unless full purchaser responsibility negotiated (3% of purchase price in total)	Not applicable