This is a non-certified translation of the original Arabic version of the Prospectus. This English version is provided for convenience only and does not constitute a legal document. Subscribers should only rely on the Arabic version of the Prospectus. In the case of any discrepancies or omissions, the Arabic version of the Prospectus shall prevail.

OFFER TO SUBSCRIBE FOR SHARES IN A PUBLIC SUBSCRIPTION IN THE UAE ONLY

Prospectus for the Public Offering of Shares in

Emaar Development PJSC (the "Company")

Dated: 26 October 2017

(under incorporation in the United Arab Emirates as a Public Joint Stock Company)

The sale of 800,000,000 ordinary shares with a nominal value of AED1.00 each (the "**Offer Shares**") in a public subscription in the United Arab Emirates (the "**UAE**"). The offer price range will be announced in the listing announcement on the same day of opening the Offer Period on 2 November 2017 (the "**Offer Price Range**").

The final offer price (the "Final Offer Price") will be announced after the closing of the subscription. Please refer to the section on the Final Offer Price in the first section of this Prospectus which sets out a description of how the Final Offer Price will be calculated.

No action has been taken or will be taken in any jurisdiction that would permit a public subscription of the Offer Shares pursuant to this Prospectus or the possession, circulation or distribution of this Prospectus. Accordingly, the Offer Shares may not be offered or sold, directly or indirectly, nor may this Prospectus or any other offering material or advertisement or other document or information in connection with the Offer Shares be distributed or published, in or from any jurisdiction except in compliance with any applicable rules and regulations of any such jurisdiction.

Offer Period

The offer period for the First Tranche and for the Second Tranche (as described in this Prospectus) starts on2 November 2017 and will close on 13 November 2017[1] for the First Tranche and on 15 November2017 for the Second Tranche.

This is the initial public offering ("**Offering**"), including the offer to the Emirates Investment Authority ("**EIA**"), of 800,000,000 Offer Shares in the capital of the Company, a public joint stock company ("**PJSC**") under incorporation in the UAE and in the process of being converted from a limited liability company into a PJSC, which are being offered for sale by the Founder (as defined in this Prospectus). The Offer Shares represent 20% of the total issued ordinary shares in the capital of the Company (the "**Shares**"). Prior to this Offering, the Shares have not been in listed in any financial market and there has been no public market for the Shares. Following the closing of the Offer Periods in respect of the First Tranche and the Second Tranche and the completion of the incorporation process, the Company will apply to list its Shares on the Dubai Financial Market (the "**DFM**").

Method of sale of the Offer Shares in a public subscription:

The Offer Shares will be sold by the Founder (Emaar Properties PJSC) in a public offering whereby the Final Offer Price will be determined through the application of a book building process, where a subscription orders' ledger will be created through the subscription orders made only by the Second Tranche Subscribers.

In creating the subscription orders ledger, the Offer Shares subscribed by the Second Tranche Subscribers will constitute the Offer Shares used in calculating the Final Offer Price of each Offer Share. In order for the subscription to succeed, the subscription percentage of the Second Tranche Subscribers must not be less than 90%, and the subscription percentage of First Tranche Subscribers

[1] The Subscription Period for the individual tranche shall remain open for a period of 10 days including Saturdays for the acceptance of applications.

must not be less than 10%, of the Offer Shares. If the First Tranche is not subscribed to in total, the remaining shares will be allocated to the Second Tranche. The Founder commits to cooperate with the Receiving Banks to refund the amounts received from Subscribers for the Offering and the proceeds accrued on such amounts from the date of receipt until the date of refund to the Subscribers, provided that the refund is made within five working days from the date on which all allocations of Offer Shares to successful First Tranche Subscribers and Second Tranche Subscribers is determined.

The Founders may not, whether directly or indirectly or through their subsidiaries, subscribe for any of the Offer Shares.

A list of further definitions and abbreviations is provided in the *"Definitions and Abbreviations"* Section of this Prospectus.

Tranche Structure

A. First Tranche

The First Tranche offer will be made pursuant to this Prospectus.

10% of the Offer Shares, amounting to 80,000,000 Shares, are allocated to the First Tranche, which is restricted to the following persons:

- *Individual Subscribers*

  Natural persons who hold a NIN with the DFM and have a bank account in the UAE. There is no citizenship or residence requirement.

  Minors are permitted to apply for Offer Shares in accordance with the procedures applied by the Receiving Banks and the laws in force in this regard.

- *Other investors*

  Other investors (companies and establishments) who do not participate in the Second Tranche that hold a NIN with the DFM and have a bank account in the UAE.

  If all of the Offer Shares in the First Tranche are not fully subscribed, the unsubscribed Offer Shares will be available to Second Tranche Subscribers, or alternatively (in consultation with the Authority) the Selling Shareholder may extend the Closing Date for the First Tranche and the Second Tranche.

  The minimum application size for subscribers in this Tranche is AED10,000 with any additional application in increments of AED1,000.

  There is no maximum application size for subscribers in this Tranche.

B. Second Tranche

90% of the Offer Shares, amounting to 720,000,000 Shares, are allocated to the Second Tranche, which is restricted to the following persons:

- *Qualified Institutional Subscribers*

  Juridical persons capable of making investments on their own, including:

  (i) the federal government of the UAE and governments of each Emirate in the UAE, governmental corporations and authorities and companies wholly owned by any of them; or

  (ii) international organizations and entities; or

(iii) persons licensed to practice business activities which include investment activities,

who, in each case, have been approved by the Company and the Selling Shareholder, in consultation with the Joint Global Coordinators and to which the following characteristics apply: (a) in the United States and a QIB to whom an offer can be made in accordance with Rule 144A, (b) a person outside the United States to whom an offer can be made in reliance on Regulation S, or (c) a person in the Dubai International Financial Center ("**DIFC**") to whom an offer can be made pursuant to an exemption from registration under the Market Rules Module of the DFSA's Rulebook.

- *Qualified High Net Worth Individual Subscribers*

  Natural persons who have been approved by the Company and the Selling Shareholder, in consultation with the Joint Global Coordinators, and:

  (i) whose annual income is not less than AED1,000,000 or whose net worth (excluding his or her principal residence) amounts to at least AED5,000,000; and

  (ii) who confirm that they have sufficient knowledge or expertise, whether alone or in co-operation with a financial consultant, to evaluate the merits and risks associated with, or resulting from, the proposed investment.

All Subscribers must hold an NIN with the DFM.

If all of the Offer Shares in the Second Tranche are not fully subscribed, then the Offer will be withdrawn (unless otherwise determined by the Authority).

The minimum application size for the subscribers in the Second Tranche is AED 500,000.

There is no maximum application size for subscribers in the Second Tranche.

C. EIA

40,000,000 Offer Shares (representing 5% of all Offer Shares) are reserved for the Emirates Investment Authority, in accordance with the requirements of article 127 of Federal Law No. 2 for the year 2015 with regard to commercial companies, and its amendments (the "**Companies Law**"). Offer Shares allocated to the EIA under this preferential rights regime will be deducted from the total size of the Second Tranche. If the EIA does not exercise its preferential rights to apply for Offer Shares then those Offer Shares will be available to other Second Tranche Subscribers.

Every Subscriber must hold a NIN with DFM and bank account number in order to be eligible to apply for Offer Shares. Subscribers may apply for Offer Shares in only one Tranche. In the event a person applies in more than one Tranche, the Company and / or the Founders may disregard one or both of such applications.

The approval of the Authority has been obtained for the sale of the Offer Shares in a public subscription. The Shares have not been registered with any other regulatory authority in any other jurisdiction.

The publication of the Arabic version of this Prospectus has been approved by the Authority in accordance with the provisions of the Companies Law.

A copy of the offering document for the Second Tranche (in English only), referred to as the "**Second Tranche Document**", which was not sighted or endorsed by the Authority, is available at www.emaar.com. No information contained in, or referred to in, the Second Tranche Document, forms part of, or is incorporated into, this Prospectus.

In accordance with Article 121 of the Companies Law each of the Offer Participants (as defined below) shall be liable for its participation in the incorporation process, including the Selling Shareholder and the Board members, with regard to the completeness and accuracy of the information contained in this Prospectus within the limits of the scope of work and expertise of each Offer Participant.

Investment in the Offer Shares involves a high degree of risk. Prospective Subscribers should carefully read the "Investment Risks" section of this Prospectus to inform themselves about factors that should be considered before investing in the Offer Shares.

Name of Participants in the Offering ("Offer Participants")

Joint Lead Managers

EFG-Hermes Brokerage (UAE)
P.O. Box 112736
Dubai, UAE

Emirates NBD Capital PrJSC
P.O. Box 506710
Dubai, UAE

First Abu Dhabi Bank PJSC
P.O.Box.6316
Abu Dhabi, UAE

Lead Receiving Banks

Emirates NBD Bank PJSC
P.O. Box 777
Dubai, UAE

First Abu Dhabi Bank PJSC
P.O.Box.6316
Abu Dhabi, UAE

Receiving Banks

Abu Dhabi Islamic Bank PJSC
P.O. Box 313
Abu Dhabi UAE

Union National Bank PJSC
P.O. Box 3865
Abu Dhabi, UAE

Dubai Islamic Bank PJSC
P.O. Box 1080
Dubai, UAE

Mashreq Bank PJSC
P.O. Box 1250
Dubai, UAE

Emirates Islamic Bank PJSC
P.O. Box 6564
Dubai, UAE

Noor Bank PJSC
P.O. Box 8822
Dubai, UAE

Ajman Bank PJSC
P.O. Box 7770
Ajman, UAE

IPO Subscription Legal Counsel

Legal advisor to the Company as to UAE law Al Tamimi & Company Dubai International Financial Centre, 6th Floor, Building 4 East, Sheikh Zayed Road, PO Box 9275, Dubai, UAE	Legal advisor to the Company as to English and US law Linklaters LLP Ninth Floor, Currency House Dubai International Financial Centre P.O. Box 506516 Dubai, United Arab Emirates
Legal advisor to the Joint Lead Managers as to UAE, English and US law Allen & Overy LLP 5th Floor, Al Mamoura B Building Muroor Road PO Box 7907 Abu Dhabi, United Arab Emirates	

Independent Auditors

Ernst & Young Middle East–Dubai Branch

P.O. Box 9267

28th Floor

Al Saqr Business Tower

Dubai, United Arab Emirates

IPO Subscription Auditors

Ernst & Young Middle East–Dubai Branch.

P.O. Box 9267

28th Floor

Al Saqr Business Tower

Dubai, United Arab Emirates

Subscriber Relations Officer

Karim Farouq
Emaar Development PJSC (under incorporation)

Tel.: 04438407
Email: kfarouk@emaar.ae
P.O. Box 48882
Dubai, United Arab Emirates

This Prospectus was issued on **26 October 2017**
This Prospectus is available on the website of the Company www.emaardevelopment.com and the website of Emaar Properties www.emaar.com

IMPORTANT NOTICE

(To be carefully read by all Subscribers)

- This Prospectus is intended to provide potential Subscribers with information to assist in deciding whether or not to apply for Offer Shares. Potential Subscribers should read this document in its entirety, and carefully review, examine and consider all data and information contained in it, before deciding whether or not to apply for Offer Shares (and, in particular, Section 9 ("**Investment Risks**")), as well as the Memorandum of Association and Articles of Association of the Company, when considering making an investment in the Company.

- In making an investment decision, each potential Subscriber must rely on its own examination, analysis and enquiry of the Company and the terms of the Offer, including the merits and risks involved and obtain any necessary advice from his or her legal and financial advisors regarding the investment. An investment in Offer Shares entails considerable risks. Potential Subscribers should not apply for Offer Shares unless they are able to bear the loss of some or all of that investment.

- Recipients of this Prospectus are authorised solely to use this Prospectus for the purpose of considering the subscription in the Offer Shares, and may not reproduce or distribute this Prospectus, in whole or in part, and may not use any information herein for any purpose other than considering whether or not to apply for Offer Shares under the First Tranche. Recipients of this Prospectus agree to the foregoing by accepting delivery of this Prospectus.

- The contents of this Prospectus should not be construed as legal, financial or tax advice.

- The information contained in this Prospectus shall not be subject to revision or addition without securing the approval of the Authority and informing the public of such revision or addition by publication in two daily newspapers in accordance with the rules issued by the Authority. The Founders reserve the right to cancel the Offering at any time and at their sole discretion with the prior written approval of the Authority.

- The Offer Shares are being offered under this Prospectus for the purpose of subscription in the UAE only. This Prospectus does not constitute or form part of any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any securities other than the Offer Shares or any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, Offer Shares by any person in any jurisdiction outside of the UAE (including the Abu Dhabi Global Market ("**ADGM**") and the DIFC).

- This document is not being published or distributed, and must not be forwarded or transmitted, in or into or to any jurisdiction outside the UAE. The Offer Shares have not been registered with any regulatory authority in any jurisdiction other than the Authority.

- If the Offer Shares are offered in another jurisdiction, the Company shall offer the Offer Shares in a manner that is compliant with the applicable laws and rules and acceptable to the relevant authorities in the relevant jurisdiction.

- This Prospectus is not intended to constitute a financial promotion, offer, sale or delivery of shares or other securities under the ADGM Financial Services Regulatory Authority ("**FSRA**") Markets Rules or the DIFC Markets Law or under the DIFC Markets Rules.

- The Offer has not been approved or licensed by the FSRA or DFSA, and does not constitute an offer of securities in the ADGM in accordance with the FSRA Markets Rules or in the DIFC in accordance with the DIFC Markets Law or the DIFC Markets Rules.

- This Prospectus has been approved by the Authority. The Authority's approval of this Prospectus shall neither be deemed as an endorsement or approval of the subscription feasibility nor a recommendation of investment, but it means only that the minimum requirements according to the issuance rules and information disclosure applicable to the prospectuses and issued by the Authority have been met. The Authority and the DFM shall not be held liable for the accuracy, completeness or sufficiency of the information contained in this Prospectus, nor shall they be held liable for any damage or loss suffered by any person due to reliance upon this Prospectus or any part thereof.

PRESENTATION OF FINANCIAL AND OTHER INFORMATION

Historical financial information

The Company's audited consolidated financial statements as of and for the three years ended 31 December 2014, 2015 and 2016 (the "**Audited Financial Statements**") and unaudited interim condensed consolidated financial statements as of and for the nine months ended 30 September 2017 (the "Unaudited Interim Financial Statements" and, together with the Audited Financial Statements, the "Financial Statements") have been included in this Prospectus. The Audited Financial Statements have been prepared in accordance with the requirements of International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board. The Unaudited Interim Financial Statements have been prepared in accordance with the requirements of International Accounting Standard 34, 'Interim Financial Reporting'. The financial information as of and for the nine months ended 30 September 2016 is neither audited nor reviewed

The Company's Historical Financial Information represents the financial results of the Company as if BTS real estate development business was with the Company during these periods and such treatment being in accordance with IFRS for transactions between entities under common control.

Currency presentation

Unless otherwise indicated, all references in this document to:

- "UAE dirham" or "AED" are to the lawful currency of the United Arab Emirates; and
- "US dollars" or "USD" are to the lawful currency of the United States of America.

Rounding

Certain data in this document, including financial, statistical, and operating information, has been rounded. As a result of the rounding, the totals of data presented in this document may vary slightly from the actual arithmetic totals of such data. Percentages in tables have been rounded and accordingly may not add up to 100%.

FORWARD-LOOKING STATEMENTS

This document includes forward-looking statements. These forward-looking statements involve known and unknown risks and uncertainties, many of which are beyond the control of the Company and all of which are based on current beliefs and expectations about future events. Forward-looking statements are sometimes identified by the use of forward-looking terminology such as "believe", "expects", "may", "will", "could", "should", "shall", "risk", "intends", "estimates", "aims", "plans", "predicts", "continues", "assumes", "positioned" or "anticipates" or the negative thereof, other variations thereon or comparable terminology. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this document and include statements regarding intentions, beliefs and current expectations concerning, among other things, results of operations, financial condition, liquidity, prospects, growth, strategies, and dividend policy and the industry in which the Company operates.

These forward-looking statements and other statements contained in this Prospectus regarding matters that are not historical facts involve predictions. No assurance can be given that such future results will be achieved. Actual events or results may differ materially as a result of risks and uncertainties that the Company faces. Such risks and uncertainties could cause actual results to vary materially from the future results indicated, expressed, or implied in such forward-looking statements. Please refer to Section 9 ("**Investment Risk**") for further information.

The forward-looking statements contained in this document speak only as of the date of this document. The Company, the Selling Shareholder, all of the Offer Participants, the Joint Global Coordinators, and all of the other Advisors expressly disclaim any obligation or undertaking to update these forward-looking statements contained in this document to reflect any change in their expectations or any change in events, conditions, or circumstances on which such statements are based unless required to do so by applicable law.

IMPORTANT INFORMATION

This Prospectus does not constitute or form part of any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any securities other than the securities to which it relates or any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, such securities by any person in any circumstances in which such offer or solicitation is unlawful.

Recipients of this Prospectus are authorised solely to use this Prospectus for the purpose of considering making an investment in the Offer Shares, and may not reproduce or distribute this Prospectus, in whole or in part, and may not use any information herein for any purpose other than considering an investment in the Offer Shares. Such recipients of this Prospectus agree to the foregoing by accepting delivery of this Prospectus. Prior to making any decision as to whether to invest in the Offer Shares, prospective Subscribers should read this Prospectus in its entirety (and, in particular, the section headed "Investment Risks") as well as the Memorandum of Association and Articles of Association of the Company. In making an investment decision, each Subscriber must rely on their own examination, analysis and enquiry of the Company and the terms of the Offering, including the merits and risks involved.

No person is authorised to give any information or to make any representation or warranty in connection with the Offer or Offer Shares which is not contained in this Prospectus. By applying for Offer Shares, a Subscriber acknowledges that (i) they have relied only on the information in this Prospectus and (ii) no other information has been authorised by the Company, the Selling Shareholder, any other Offer Participant, the Joint Global Coordinators, or any other of the Company's advisors (the **Advisors**).

Neither the content of any other website not referred to in the Prospectus, nor the content of any website accessible from hyperlinks on any of such websites, forms part of, or is incorporated into, this Prospectus, and neither the Company, the Selling Shareholder, any other Offer Participant, the Joint Global Coordinators, nor any other Advisor bears or accepts any responsibility for the contents of such websites.

None of the Company or the Selling Shareholder accepts any responsibility for the accuracy or completeness of any information reported by the press or other media, nor the fairness or appropriateness of any forecasts, views or opinions expressed by the press or other media regarding the Company, the Offer or the Offer Shares, unless such forecasts, views or opinions are proven to have originated from them. None of the Company, the Selling Shareholder, the other Offer Participants, the Joint Global Coordinators, or any other Advisors makes any representation as to the appropriateness, accuracy, completeness or reliability of any such information or publication.

None of the Company, the Selling Shareholder, the other Offer Participants, or the Joint Global Coordinators warrants or guarantees the future performance of the Company, or any return on any investment made pursuant to this Prospectus.

Statements contained in this Prospectus are made as at the date of this Prospectus unless some other time is specified in relation to them and the publication of this Prospectus (or any action taken pursuant to it) must not be interpreted as giving rise to any implication that there has been no change in the condition, facts or affairs of the Company since such date.

This Prospectus may be subject to revision, with the prior written approval of the Authority. Any revision will become effective only after it has been announced in two daily newspapers circulating in the UAE. The Selling Shareholder reserves the right, with the prior approval of the Authority, to withdraw the Prospectus and cancel the Offer at any time and in their sole discretion. Neither the delivery of this Prospectus nor any sale made under it may, under any circumstances, be taken to imply that there has been no change in the affairs of the Company since the date of this document or that the information in it is correct as of any subsequent time.

A syndicate of international and regional banks have been appointed as joint global coordinators (the "**Joint Global Coordinators**").

EFG-Hermes Brokerage (UAE) ("**EFG UAE**"), Emirates NBD Capital PSC ("**Emirates NBD Capital**") and First Abu Dhabi Bank ("**FAB**") have been appointed as joint lead managers (the "**Joint Lead Managers**") and will manage the issuance, marketing and promotion of the Offer Shares and coordinate with the Company, the Authority and the other Offering participants with regard to the offering of the Offer Shares in the UAE. Emirates NBD Bank PJSC and FAB have also been appointed as co-lead receiving banks (the "**Lead Receiving Banks**") and, in their capacity as such, are responsible for receiving the subscription amounts set out in this Prospectus in accordance the rules and laws applicable in and within the UAE under the First Tranche.

The Joint Global Coordinators (other than EFG UAE, Emirates NBD Capital and FAB) are not responsible for participating in, or managing, any aspect of the public offering of the Offer Shares under the First

Tranche or otherwise in the UAE including the related bookbuilding process or receiving any part of the subscription monies payable thereunder.

In accordance with Article 121 of the Companies Law each of the Offer Participants shall be liable for its participation in the incorporation process, including the Selling Shareholder and the Board members, with regard to the completeness and accuracy of the information contained in this Prospectus within the limits of the scope of work and expertise of each Offer Participant.

The Joint Global Coordinators, and the Joint Lead Managers are acting exclusively for the Company and the Selling Shareholder and no one else in connection with the Offer, will not regard any other person (whether or not a recipient of this document) as a client in relation to the Offer. Whereas each Offer Participant shall be liable, including the Selling Shareholder and the Board members, with regard to the completeness and accuracy of the information contained in this Prospectus within the limits of the scope of work and expertise of each Offer Participant. The Joint Global Coordinators, and the Joint Lead Managers (and their respective affiliates) may have engaged (directly or through their respective affiliates) in transactions with, and provided various investment banking, financial advisory and other services for, the Company and the Selling Shareholder for which they would have received customary fees. Any previous transactions between the Joint Global Coordinators, the Joint Lead Managers and the Company do not constitute any conflict of interest as between them.

The board members of the Company whose names are set out in this Prospectus assume joint and several responsibility for the completeness, accuracy and verification of the contents of this Prospectus. They declare that, to the best of their knowledge and belief, and having carried out appropriate and reasonable due diligence investigations, the information contained in this Prospectus is, at the date hereof, factually accurate, complete and correct in all material respects and that there is no omission of any information that would make any statement in this Prospectus materially misleading.

This Prospectus contains data submitted according to the issuance and disclosure rules issued by the Authority.

By applying for Offer Shares, Subscribers acknowledge that they have not relied on any person other than the Selling Shareholder and the Board members of the Company whose names are set out in this Prospectus to verify the information in this Prospectus or their decision to apply for Offer Shares.

No action has been taken or will be taken in any jurisdiction that would permit a public subscription or sale of the Offer Shares or the possession, circulation or distribution of this Prospectus or any other material relating to the Company or the Offer Shares, in any country or jurisdiction where action for that purpose is required. Offer Shares may not be offered or sold, directly or indirectly, nor may this Prospectus or any other offer material or advertisement or other document or information in connection with the Offer Shares be distributed or published, in or from any country or jurisdiction except under circumstances that will result in compliance with any applicable rules and regulations of any such country or jurisdiction. Persons into whose possession this Prospectus comes must inform themselves of and observe all such restrictions.

None of the Company, the Selling Shareholder, any of the Offer Participants, the Joint Global Coordinators or any other Advisors accepts any responsibility for any violation of any such restrictions on the sale, offer to sell or solicitation to purchase Offer Shares by any person, whether or not a prospective purchaser of Offer Shares in any jurisdiction outside the UAE, and whether such offer or olicitation was made orally or in writing, including electronic mail. None of the Company, the Selling Shareholder, the other Offer Participants, the Joint Global Coordinators, or any other Advisors (or their respective representatives) makes any representation to any potential Subscriber regarding the legality of applying for Offer Shares by such potential Subscriber under the laws applicable to such potential Subscriber.

Definitions and Abbreviations

AED or UAE Dirham	The lawful currency of the United Arab Emirates.
Articles of Association	The articles of association of the Company.
Authority	The Securities and Commodities Authority of the United Arab of Emirates.
Board	The board of directors of the Company.
CDS	The Central Depositary System of DFM.
Closing Date	13 November 2017 for the First Tranche and 15 November 2017 for the Second Tranche.
Companies Law	The UAE Commercial Companies Law No. 2 of 2015.
DFM	Dubai Financial Market in the UAE.
Distribution of Dividends	Holders of Shares will be entitled to receive dividends declared in respect of the financial year ended in 2017 and subsequent financial years, if any dividends are paid by the Company.
EBITDA	Earnings before interest, tax, depreciation and amortization.
Emaar Properties	Emaar Properties PJSC.
Final Offer Price	The offer price at which all the Subscribers in the First Tranche and the Second Tranche will purchase Offer Shares will be at the Final Offer Price. The Final Offer Price of the Offer Shares will be determined following a bookbuild process for the Second Tranche and following consultation between the Joint Global Coordinators, the Founders and the Company. The shares of the Second Tranche Subscribers must represent all of the Offer Shares used to calculate the Final Offer Price of the Offer Shares. Following closing of the Second Tranche, the Company will publish an announcement setting out the Final Offer Price (the "**Offer Price Announcement**"), which will be published in two Arabic local daily newspapers and one English newspaper in the UAE and on the website www.emaar.com.
Financial year	The financial year of the Company will start on 1st January and end on 31st December of each year.
First Tranche	The Offering of the Offer Shares in the UAE to First Tranche Subscribers.
First Tranche Subscribers	Individual Subscribers and other investors (including natural persons, companies and establishments) who do not participate in the Second Tranche that hold a NIN with the DFM and have a bank account in the UAE.
Founders	Emaar Properties PJSC and Emirates Properties Holdings Limited
GCC	Gulf Cooperation Council countries comprising the United Arab Emirates, Kingdom of Saudi Arabia, Oman, Qatar,

	Kuwait and Bahrain.
Company	**Emaar Development PJSC** (under conversion), which is being converted from a limited liability company to a public joint stock company in Dubai pursuant to the applicable laws of the UAE.
IFRS	International Financial Reporting Standards.
Individual Subscribers	Natural persons (including Qualified High Net Worth Individual Subscribers who do not participate in the Qualified Investors Tranche) who hold a NIN with the DFM and have a bank account in the UAE. There is no citizenship or residence requirement.
iVESTOR Card	A VISA pre-paid smart card issued for Subscribers registered with the DFM and subject to the iVESTOR Card terms and conditions available on the DFM website (www.dfm.ae).
Listing of the Shares	Following the closing of the subscription, the allocation to successful Subscribers and the finalization of the incorporation of the Company after being converted from a limited liability company to a public joint stock company with the relevant authorities in the UAE, the Company will apply to list all of its Shares on the DFM. Trading in the Shares on the DFM will be effected through the DFM Share Registry.
Maximum Investment	No maximum subscription in Offer Shares has been set.
Minimum Investment	The minimum subscription for Offer Shares in the First Tranche has been set at AED 10,000, with any additional investment to be made in increments of at least AED 1,000. The minimum subscription for Offer Shares in the Second Tranche has been set at AED 500,000 (see the section on "**Subscription Amounts**" in the first section of this Prospectus for further details).
NIN	A unified investor number that a Subscriber must obtain from DFM for the purposes of subscription.
Offering	The public subscription for 20% of the total Shares of the Company which are being offered for sale by the Founder.
Offer Price Range	The Offer Shares are being offered at an offer price range that will be published on the first day of opening the Offer Period.
Offer Period	The subscription period for the First Tranche starts on 2 November 2017 and will close on 13 November 2017. The subscription period for the Second Tranche starts on 2 November 2017 and will close on 15 November 2017.
Offer Shares	800,000,000 Shares which will be sold by the Selling Shareholder in a public subscription process.
Ownership Restrictions	It is prohibited that more than 49% of the Shares of the Company be held by non UAE nationals.
QIB	A "Qualified Institutional Buyer" as defined in Rule 144A is a form of U.S. institutional investor that owns and invests a minimum of $100 million in securities on a discretionary basis, or is a U.S. registered broker-dealer that owns and

	invests at least $10 million in securities on a discretionary basis.
Qualified High Net Worth Individual Subscribers	Natural persons who have been approved by the Company and the Selling Shareholder, in consultation with the Joint Global Coordinators; and: (i) whose annual income is not less than AED1,000,000 or whose net worth (excluding his or her principal residence) amounts to at least AED5,000,000; and (ii) who confirm that he or she has sufficient knowledge or expertise, whether alone or in co-operation with a financial consultant, to evaluate the merits and risks associated with, or resulting from, the proposed investment.
Qualified Institutional Subscribers	Juridical persons capable of making investments on their own, including (i) the federal government of the UAE and governments of each Emirate in the UAE, governmental corporations and authorities and companies wholly owned by any of them; or (ii) international organisations and entities; or (iii) persons licensed to practice business activities which include investment activities, who, in each case, has been approved by the Company and the Selling Shareholder, in consultation with the Joint Global Coordinators and who is also one of the following: (a) in the United States and a QIB to whom an offer can be made in accordance with Rule 144A, (b) a person outside the United States to whom an offer can be made in reliance on Regulation S, or (c) a person in the DIFC to whom an offer can be made pursuant to an exemption from registration under the Market Rules Module of the DFSA's Rulebook.
Second Tranche	The offer of Offer Shares to Second Tranche Subscribers.
Second Tranche Subscribers	Qualified Institutional Subscribers and Qualified High Net Worth Individual Subscribers.
Receiving Banks	The group of banks led by the Lead Receiving Banks, comprising those banks and the following other participating receiving banks: Abu Dhabi Islamic Bank PJSC, Union National Bank PJSC, Dubai Islamic Bank PJSC, Mashreq Bank PJSC, Emirates Islamic Bank PJSC, Noor Bank PJSC and Ajman Bank PJSC.
Regulation S	A U.S. federal securities law that defines when an offering of securities is deemed to be executed outside the United States and therefore not be subject to the public registration requirements of applicable U.S. federal securities laws.
Rule 144A	Rule 144A is a U.S. federal securities law that permits QIBs to trade private placed securities freely among themselves without having to register the sale of such securities to the public under such laws.
Selling Shareholder or Founder	Emaar Properties PJSC.
Shares	The ordinary shares of the Company with a nominal value of AED one dirham each.

Shareholder	Holder of Shares.
Subscriber	A natural or juridical applicant, in either case who applies for subscription in the Offer Shares.
UAE	United Arab Emirates.
US Securities Act	The US Securities Act of 1933, as amended.

First section: Subscription terms and conditions

Key details of shares offered for sale to the public

- **Name of the Company: Emaar Development PJSC under incorporation**

- **Share capital**: The share capital amounts to AED 4,000,000,000 (four billion UAE dirham) divided into 4,000,000,000 Shares, with the nominal value of each Share being AED 1 (one UAE dirham) of which three billion nine hundred ninety-nine million seven hundred thousand 3,999,700,000 Shares are in-kind shares, and 300,000 Shares in cash.

- **Percentage, number and type of the Offer Shares:** 800,000,000 Shares, all of which are ordinary shares and which constitute 20 per cent of the Company's issued share capital.

- **Offer Price Range per Offer Share:** The Offer Price Range will be published on the same day of opening the Offer Period on 2 November 2017.

- **Eligibility of the qualified categories of Subscriber to apply for the acquisition of the Offer Shares:**

  - **First Tranche:** The First Tranche of the Offering will be open to First Tranche Subscribers as described on the cover page of this Prospectus and the "Definitions and Abbreviations" section of this Prospectus. All Subscribers in the First Tranche must hold a NIN with DFM and a bank account number in the UAE.

  - **Second Tranche:** The Second Tranche of the Offering will be open to Second Tranche Subscribers as described on the cover page of this Prospectus and the "Definitions and Abbreviations" section of this Prospectus. All Subscribers in the Second Tranche must hold a NIN with DFM.

- **Public subscription in the Offer Shares is prohibited as follows:** Public subscription is prohibited to any Subscriber whose investment is restricted by the laws of the jurisdiction where the Subscriber resides or by the laws of the jurisdiction to which the Subscriber belongs. It is the Subscriber's responsibility to determine whether the Subscriber application for, and investment in, the Offer Shares conforms to the laws of the applicable jurisdiction(s).

- **Minimum investment:** The minimum subscription in Offer Shares pursuant to the First Tranche has been set at AED 10,000 with any additional investment to be made in AED 1,000 increments. The minimum subscription for Offer Shares in the Second Tranche has been set at AED 500,000.

- **Maximum investment:** No maximum subscription in Offer Shares has been set.

- **Subscription of Founders:** The Founders may not subscribe for Offer Shares, whether directly or indirectly, or through their subsidiaries.

- **Lock-up period:** The Shares held by the Founders following completion of the Offering shall be subject to a lock-up which starts on the date of Listing of the Shares and ends on the date on which the audited financial statements of the Company are published for the second fiscal year following its incorporation as a public joint stock company. A Founder will not be allowed to sell or transfer Shares during such period, except to another Founder.

- **UAE Ownership:** The Founders expect to continue to own at least 51% of the Shares in the Company which would ensure that the Company continues to be in compliance with the UAE ownership requirements.

Further Information on the First Tranche

1. Subscription Applications

Each Subscriber in the First Tranche may submit one subscription application only (i) in the case of a subscription application by a natural person, in his or her personal name (unless he or she is acting as a representative for another Subscriber) or (ii) in the case of a subscription application by a corporate entity, in its corporate name. In case a Subscriber submits more than one application in his or her personal name or its corporate name, the Receiving Banks and the Joint Lead Managers reserve the right to disqualify all or some of the Subscription Applications submitted by such Subscriber and not to allocate any Offer Shares to such Subscriber.

Subscribers must complete all of the relevant fields in the subscription application along with all required documents and submit it to any Receiving Bank together with the subscription amount during the Offer Period for the First Tranche.

The completed subscription application should be clear and fully legible. If it is not, the Receiving Bank shall refuse to accept the subscription application from the Subscriber until the latter satisfies all the required information or documentation before the close of the subscription.

Subscription for Offer Shares would deem the Subscriber to have accepted the Memorandum of Association and Articles of Association of the Company and complied with all the resolutions issued by the Company's general assembly. Any conditions added to the subscription application shall be deemed null and void. No photocopies of subscription applications shall be accepted. The subscription application should only be fully completed after reviewing the Prospectus and the Company's Memorandum of Association and Articles of Association. The subscription application then needs to be submitted to any of the Receiving Banks' branches mentioned herein. The Subscribers or their representatives shall affirm the accuracy of the information contained in the application in the presence of the bank representative in which the subscription was made. Each subscription application shall be clearly signed or certified by the Subscriber or his representative.

The Receiving Banks are entitled to reject subscription applications submitted by any Subscriber in the First Tranche for any of the following reasons:

- the subscription application form is not complete or is not correct with regard to the amount paid or submitted documents (and no Offer Participant takes responsibility for non-receipt of an allotment of Offer Shares if the address of the subscribers is not filled in correctly);
- the subscription application amount is paid using a method that is not a permitted method of payment;
- the subscription application amount presented with the subscription application does not match the minimum required investment or the increments set for the First Tranche offer; and
- the completed subscription application form is not clear and fully legible.

The Receiving Banks may reject subscription applications submitted by any Subscriber in the First Tranche for any of the following reasons:

- the manager's cheque is returned for any reason;
- if the amount in the bank account mentioned in the subscription application form is insufficient to pay for the application amount mentioned in the subscription application form or the Receiving Bank is unable to apply the amount towards the application whether due to signature mismatch or any other reasons;
- if the NIN is not made available to DFM or if the NIN is incorrect;
- if the subscription application is found to be duplicated (any acceptance of such duplicate application is solely at the discretion of the Company and the Selling Shareholder);
- if the subscription application is otherwise found not to be in accordance with the terms of the Offering;

- if the Subscriber is found to have submitted more than one application (it is not permitted to apply in both the First Tranche or the Second Tranche, nor is it permitted to apply in either tranche more than once);

- if the Subscriber is a natural person and is found to have submitted the subscription application other than in his or her personal name (unless he or she is acting as a representative for another Subscriber);

- a Subscriber has not adhered to the rules applicable to the First Tranche offer;

- if it is otherwise necessary to reject the subscription application to ensure compliance with the provisions of the Companies Law, the Articles of Association, this Prospectus or the requirements of the UAE Central Bank, the Authority or the DFM; and

- if for any reason FTS transfer fails or the required information in the special fields is not enough to process the application.

The Receiving Banks, the Founders, the Company and the Joint Lead Managers may reject the application for any of the reasons at any time until allocation of the Offer Shares and have no obligation to inform the subscribers before the notification of the allocation of Shares to such rejected Subscribers.

Documents accompanying Subscription Applications

Subscribers shall submit the following documents along with their subscription application forms:

For *individuals* who are UAE or GCC nationals or nationals of any other country:

- The original and a copy of a valid passport or Emirates identity card; and

- In case the signatory is different from the Subscriber:

    - the duly notarized power of attorney held by that signatory or a certified copy by UAE-regulated persons/bodies, such as a notary public, or as otherwise duly regulated in the country;

    - the original passport of the signatory for verification of signature and a copy of the original passport; and

    - the original passport of the Subscriber for verification of signature and a copy of the original passport.

- In case the signatory is a guardian of a minor, the following will be submitted:

    - Original and copy of the guardian's passport for verification of signature;

    - Original and copy of the minor's passport; and

    - If the guardian is appointed by the court, original and copy of the guardianship deed attested by the court and other competent authorities (e.g. notary public).

For *corporate bodies* including banks, financial institutions, investment funds and other companies and establishments:

- UAE registered corporate bodies:

    - The original and a copy of a trade license or commercial registration for verification or a certified copy by one of the following UAE-regulated persons/bodies; a notary public or as otherwise duly regulated in the country;

    - The original and a copy of the document that authorizes the signatory to sign on behalf of the subscriber and to represent the subscriber, to submit the application, and to accept the terms and conditions stipulated in the Prospectus and in the subscription form; and

    - The original and a copy of the passport of the signatory.

- Foreign corporate bodies: the documents will differ according to the nature of the corporate body and its domicile. Accordingly, please consult with the the Joint Lead Managers to obtain the list of required documents.

2. Method of subscription and payment for the First Tranche

Method of payment for First Tranche

The subscription application must be submitted by a Subscriber to any of the Receiving Banks listed in this Prospectus and the NIN with DFM and the Subscriber's bank account number must be provided, together with payment in full for the amount it wishes to use to subscribe for the Offer Shares, which is to be paid in one of the following ways:

- Certified bank cheque (Manager's cheque) drawn on a bank licensed and operating in the UAE, in favor of Emaar Development PJSC - IPO; or

- Debiting a Subscriber's account with a Receiving Bank; or

- Electronic Subscriptions (please refer to the section on Electronic Subscription below).

Details of the Subscriber's bank account must be completed on the subscription application form even if the application amount will be paid by Manager's cheque.

On the date of completion of the Company's conversion into a public joint stock company, the relevant amount of the proceeds for the acquisition of the Offer Shares will be paid to, as appropriate, the Founders.

The subscription amount may not be paid or accepted by a Receiving Bank using any of the following methods:

- In cash;

- Cheques (not certified); or

- Any other mode of payment other than mentioned above.

Electronic subscription

The DFM will make its official website www.dfm.ae available to Subscribers with a NIN registered on the DFM website www.dfm.ae and holding a valid iVESTOR Card for them to submit their electronic subscriptions to the Receiving Banks. The Receiving Banks may also have their own electronic channels (On-line internet banking applications, mobile banking applications, ATMs, etc.) interfaced with the DFM IPO system. By submitting the electronic subscription form the customer submitting the application is accepting the Offering terms and conditions on behalf of the Subscriber and is authorising the iVESTOR Card issuing bank and the Receiving Bank to pay the total subscription amount by debiting the amount from the respective iVESTOR Card or the bank account of the customer and transferring the same to the IPO account in favor of Emaar Development PJSC - IPO held at the Receiving Banks, as detailed in the subscription application. The submission of an electronic application will be deemed to be sufficient for the purposes of fulfilling the identification requirements and accordingly, the supporting documentation in relation to applications set out elsewhere in this document will not apply to electronic applications under this section. Notification of the final allocation of Offer Shares and the refund of proceeds for unallocated Offer Shares (if any) and interest thereon following the closing of the Offer Period and prior to the listing of the Shares shall be performed solely by, and processed through, the Receiving Banks in which the original application for subscription was submitted.

In the event any of the Subscribers do not comply with this Prospectus, especially in relation to the electronic subscription and iVESTOR Card, neither the DFM, the Founders, the Company, the Board, the Receiving Banks nor the iVESTOR Card issuing bank shall in anyway be liable for the use of the electronic subscription facility by the customer of the bank or the Subscriber, the debiting of the customer account of the Receiving Banks, nor the debiting of the iVESTOR Card by the iVESTOR Card issuing bank, in respect of all and any losses or damages suffered, directly or indirectly as a result of the electronic subscription facility and/or the iVESTOR Card.

With regard to electronic submission of an application via ATM or Internet Banking, the customers accessing the ATM with their debit card and the internet banking with password as is customary with electronic banking transaction will be deemed sufficient for the purpose of identification and the documentation requirement will not be applicable to such customers.

Subscription applications may also be received through UAE Central Bank Fund Transfer ("**FTS**") mode. The investor choosing the FTS method will be required to provide their valid NIN with DFM along with the value of Offer Shares subscribed for in the special instructions field.

Important dates relevant to the methods of payment of the subscription amounts

- Subscription amounts paid by way of cheque must be submitted by 12pm on 11 November 2017.
- Subscription applications made via ATM or Internet Banking must be made before 2pm on 13 November 2017.[2]
- Subscription applications received through FTS must be made before 12pm on 12 November 2017.

Subscription amounts

Subscribers in the First Tranche must submit applications to purchase Offer Shares in the amount of AED 10,000 or more, with any subscription over AED 10,000 to be made in increments of AED 1,000. Subscribers in the First Tranche shall accordingly apply for an AED subscription amount which shall be applied towards purchasing Offer Shares at the Final Offer Price, rather than applying for a specific number of Offer Shares.

Final Offer Price

The offer price at which all the Subscribers will purchase Offer Shares will be at the Final Offer Price.

The Offer Shares will be sold in an initial public offer and the Final Offer Price will be determined by way of the application of a book building process, where an application orders' ledger will be created through the application orders made only by the Second Tranche Subscribers (see details of who may apply in the Second Tranche). Second Tranche Subscribers will be invited to bid for Offer Shares within the Offer Price Range using price sensitive orders (as in, by indicating application amounts that vary in size depending on price). The Joint Global Coordinators will use the information on the extent of demand at various prices provided by these Second Tranche Subscribers to determine and recommend to the Company and the Selling Shareholder the Final Offer Price (which must be within the Offer Price Range) for all participants in the Offering.

The Shares of the Qualified Institutional Subscribers must represent the majority of the Offer Shares used to calculate the Final Offer Price of the Offer Shares. .

Subscription process

Subscribers must complete the application form relevant to their Tranche, providing all required details. Subscribers who do not provide the NIN with DFM and bank account will not be eligible for subscription and will not be allocated any Offer Shares.

Subscribers may only apply in one Tranche. In the event a person applies in more than one Tranche, then the Founders and the Company may disregard one or both of such applications.

The Receiving Bank through which the subscription is made will issue to the Subscriber an acknowledgement of receipt which the Subscriber has to keep until the Subscriber receives the allotment notice. One copy of the subscription application after being submitted, signed, and stamped by the Receiving Bank shall be considered as an acknowledgement for receipt of the subscription application. This receipt shall include the data of the Subscriber, address, amount paid, details of the payment method, and date of investment. The acknowledgement in the case of Electronic Applications via online internet banking and ATM would provide basic information of the application such as NIN number, Amount, Date, Customer bank account details.

[2] The Subscription Period for the individual tranche shall remain open for a period of 10 days including Saturdays for the acceptance of applications.

If the address of the Subscriber is not filled in correctly, the Company, the Founders, the Joint Lead Managers, the Receiving Banks and the Founders take no responsibility for non-receipt of such allotment advice.

3. Further information on various matters

Offer Period

Commences on 2 November 2017 and closes on 13 November 2017 for the First Tranche and 15 November 2017 for the Second Tranche.

Receiving Banks

Abu Dhabi Islamic Bank, Union National Bank PJSC, Dubai Islamic Bank PJSC, Mashreq Bank PJSC, Emirates Islamic Bank PJSC, Noor Bank PJSC and Ajman Bank PJSC.

Method of allocation of Offer Shares to different categories of Subscribers *(under Ministerial Resolution No. (206) of 2010 concerning the allocation of securities to Subscribers and proceeds generated from subscriptions)*

Should the total size of investments exceed the number of Offer Shares, then the Founder will allocate the Offer Shares according to the allotment policy specified below and will refund to Subscribers the excess subscription amounts and interest thereon.

Notice of Allocation

A notice to successful Subscribers in the First Tranche will be sent by way of SMS initially confirming to successful Subscribers that their applications were successful and that they have been allocated Offer Shares. They will also be notified by SMS of the number of Offer Shares allocated to them. This will be followed by a notice setting out each Subscriber's Share allocation, which will be sent by registered mail to each Subscriber.

Method of refunding surplus amounts to Subscribers

By no later than 20 November 2017 (being within five (5) working days of the Closing Date of the Second Tranche), the Offer Shares shall be allocated to Subscribers and, within five (5) working days of such allocation, the surplus subscription amounts, and any interest resulting thereon, shall be refunded to Subscribers in the First Tranche who did not receive Offer Shares, and the subscription amounts and any interest resulting thereon shall be refunded to the Subscribers in the First Tranche whose applications have been rejected for any of the above reasons. The surplus amount and any accrued interest thereon are returned to the same Subscriber's account through which the payment of the original application amount was made. In the event payment of the subscription amount is made by certified bank cheque, these amounts shall be returned by sending a cheque with the value of such amounts to the Subscriber at the address mentioned in the subscription application.

The difference between the subscription amount accepted by the Company and the Founder for a Subscriber, if any, and application amount paid by that Subscriber will be refunded to Subscribers pursuant to the terms of this Prospectus.

Listing and trading of Shares

Subsequent to the allocation of Offer Shares and the finalisation of the incorporation of the Company, the Company will list all of its Shares on the DFM. Trading in the Shares will be effected on an electronic basis, through the DFM's share registry, with the commencement of such trading estimated to take place after completion of the registration.

Voting rights

All Shares are of the same class and shall carry equal voting rights and shall rank pari passu in all other rights and obligations. Each Share confers on its holder the right to cast one vote on all Shareholders' resolutions.

Risks

There are certain risks that are specific to investing in this Offering. Those risks have been discussed in a section headed "Investment Risks" of this Prospectus and must be taken into account before deciding to subscribe in Offer Shares.

Emirates Investment Authority

The EIA shall be entitled to subscribe to up to (5%) five per cent. of the Offer Shares, and the percentage of subscription which the EIA will purchase shall be allocated in full before the commencement of allocation. Shares allocated to the EIA under this preferential rights regime will be deducted from the total size of the Second Tranche. If the EIA does not exercise its preferential rights then its reserved portion shall be available to Second Tranche Subscribers for subscription.

Summary of the Valuation Report

An independent third party has valued the real estate assets of the company at a gross asset value of AED35.6 billion as of 30 September 2017 and their Executive Summary report is available on wwww.emaardevelopment.com. Their Valuation Report will be available on www.emaardevelopment.com next week and should be read in its entirety, including the assumptions to their valuations.

4. Timetable for subscription and listing

The dates set out below outline the expected timetable for the Offering. However, the Company reserves the right to change any of the dates/times, or to shorten or extend the specified time periods upon obtaining the approval of the appropriate authorities and publishing such change during the Offering period in daily newspapers. The number of days allocated to subscribe must not be less than (10) ten days in accordance with the provisions of the Companies Law.

Event	Date
Offering commencement date	2 November 2017
Closing Date of the First Tranche	13 November 2017[3]
Closing Date of the Second Tranche	15 November 2017
Announcement of Final Offer Price	16 November 2017
Allocation of First Tranche	No Later than 19 November 2017
Notice sent by SMS confirming who has been a successful Subscriber	19 November 2017
Commencement of dispatch of registered mail relating to allotment shares	20 November 2017
Convene the Constitutive General Assembly at 9.00 am at The Address Hotel Dubai	20 November 2017
Refunds of investment surplus to the Subscribers	No later than 25 November 2017
Expected date of listing the Shares on the DFM	22 November 2017

5. Conversion of the Company

All Subscribers should note that the notice for convening the constitutive general assembly of the Company ("**Constitutive General Assembly**") is served pursuant to this Prospectus. Please see the Fourth Section (Notice of Constitutive General Assembly). The Constitutive General Assembly meeting will take place at 9 am on 20 November 2017 at The Address Hotel Dubai.

[3] The Subscription Period for the individual tranche shall remain open for a period of 10 days including Saturdays for the acceptance of applications.

All Subscribers to whom Shares have been allocated are invited pursuant to the notice to attend the Constitutive General Assembly on the date set out in the notice (please see Fourth Section (Notice of Constitutive General Assembly) of this Prospectus) on production of a valid official identification document (including passport or Emirates ID card or proxy form). Any successful Subscribers attending and voting at that meeting shall have a number of votes equivalent to the number of Offer Shares that are allocated to that successful Subscriber, following allocation.

6. Tranches

The Offering of the Offer Shares is divided as follows:

The First Tranche:

Size: 80,000,000 Shares (representing 10% of the Offer Shares).

Eligibility: First Tranche Subscribers, being:

- natural persons (including Qualified High Net Worth Individual Subscribers (as described under the Second Tranche) who do not participate in the Second Tranche) who hold an NIN with the DFM and have a bank account in the UAE. There is no citizenship or residence requirement; and
- other subscribers who do not participate in the Second Tranche that hold an NIN with the DFM and have a bank account in the UAE.

Minimum application size: AED10,000, with any additional application in increments of AED1,000.

Maximum application size: There is no maximum application size.

Allocation policy: In case of over-subscription in the First Tranche, Offer Shares will be allocated to First Tranche Subscribers pro rata to each Subscriber's subscription application amount based on the Final Offer Price. Applications will be scaled-back on the same basis if the First Tranche is over-subscribed. Any fractional entitlements resulting from the pro rata distribution of Offer Shares will be rounded down to the nearest whole number. Shares will be allocated in accordance with the aforementioned allotment policy, based on the Final Offer Price.

Unsubscribed Offer Shares If all of the Offer Shares allocated to the First Tranche are not fully subscribed, the unsubscribed Offer Shares shall be available to Second Tranche Subscribers, or alternatively (in consultation with the Authority) the Selling Shareholder may extend the Closing Date for the First Tranche and the Second Tranche.

The Second Tranche:

Size: 720,000,000 Shares (representing approximately 90% of the Offer Shares).

Eligibility: Second Tranche Subscribers, being:

- juridical persons capable of making investments on their own, including:
  - (i) the federal government of the UAE and governments of each Emirate in the UAE, governmental corporations and authorities and companies wholly owned by any of them; or
  - (ii) international organisations and entities; or

(iii) persons licensed to practice business activities which include investment activities,

who, in each case, has been approved by the Company and the Selling Shareholder, in consultation with the Joint Global Coordinators and who is also one of the following: (a) in the United States and a QIB to whom an offer can be made in accordance with Rule 144A, (b) a person outside the United States to whom an offer can be made in reliance on Regulation S, or (c) a person in the DIFC to whom an offer can be made pursuant to an exemption from registration under the Market Rules Module of the DFSA's Rulebook; and

- natural persons who have been approved by the Company and the Selling Shareholder, in consultation with the Joint Global Coordinators and:

  (i) whose annual income is not less than AED1,000,000 or whose net worth (excluding his or her principal residence) amounts to at least AED5,000,000; and

  (ii) who each confirm that he or she has sufficient knowledge or expertise, whether alone or in co-operation with a financial consultant, to evaluate the merits and risks associated with, or resulting from, the proposed investment.

Minimum application size: The minimum application size is AED 500,000.

Maximum application size: There is no maximum application size.

Allocation policy: Allocations within the Second Tranche will be determined by the Company and the Founder, in consultation with the Joint Global Coordinators. It is therefore possible that Subscribers who have submitted applications in this tranche may not be allocated any Shares or that they are allocated a number of Shares lower than the number of Shares mentioned in their subscription application.

Discretionary allocation: The Company and the Founder reserves the right to allocate Offer Shares in the Second Tranche in any way as they deem necessary.

The Company and the Founder retains the right to offer additional shares for subscription to be considered as part of the First Tranche and the Second Tranche subject to obtaining the required approvals, including the approval of the Authority.

Unsubscribed Offer Shares: If all the Offer Shares allocated to the Second Tranche are not fully subscribed, then the Offer will be withdrawn (unless otherwise determined by the Authority).

Multiple applications

A Subscriber may only submit an application for Offer Shares under one Tranche. In the event a Subscriber applies for subscription in more than one Tranche, the Company and the Selling Shareholder may deem one or both applications invalid.

Emirates Investment Authority
(Preferential allocation rights equal to 5% of the Offer Shares)

40,000,000 Offer Shares (representing 5% of all Offer Shares) are reserved for the Emirates Investment Authority, in accordance with the requirements of article 127 of the Companies Law. Offer Shares allocated to the Emirates Investment Authority under this preferential rights regime will be deducted from the total size of the Second Tranche. If the EIA does not exercise its preferential rights to apply for Offer Shares then those Offer Shares will be available to other Second Tranche Subscribers for application.

Important notes

Subscribers in the First Tranche will be notified of whether they have been successful in their application for Offer Shares by means of an SMS.

Upon listing of the Shares on the DFM, the Shares will be registered on an electronic system as applicable to the DFM. The information contained in this electronic system will be binding and irrevocable, unless otherwise specified in the applicable rules and procedures governing the DFM.

Subject to the approval of the Authority, the Company reserves the right to alter the percentage of the Offer Shares which is to be made available to either the First Tranche or the Second Tranche (provided that the size of the Second Tranche may not exceed 90% or be reduced below 60% of the Offer Shares).

Second Section: Key details of the Company

1. Overview of the Company

Name of the Company:	**Emaar Development PJSC]**
Primary objects of the Company:	– Buying and selling of real estate. – Leasing and management of self-owned property.
Head office and branches:	PO Box 48882, Dubai, United Arab Emirates.
Details of trade register and date of engaging in the activity:	License No. 543667. Date of Engaging in activity - 2 April 2003.
Term of the Company:	99 years.
Financial year:	1 January to 31 December.
Major banks dealing with the Company:	First Abu Dhabi Bank PJSC

Details of current Management:

Name	Nationality	Capacity
Ahmad Thani Al Matroushi	UAE	General Manager

Details of new Board Members:

Name	Nationality	Capacity
1. H.E. Mohamed Ali Rashed Al Abbar	UAE	Chairman
2. Mr. Ahmed Bin Jamal Bin Hassan Jawa	KSA	Non-Executive Director
3. Mr. Jamal Majid Khalfan Bin Theniyah	UAE	Non-Executive Director
4. Mr. Arif Obaid Saeed Al Dehail	UAE	Non-Executive Director
5. H.E. Dr. Aisha Butti Bin Humaid Bin Bishr	UAE	Non-Executive Independent Director
6. Mr. Abdulla Mohammed Abdulla Mohammed Al Awar	UAE	Non-Executive Independent Director
7. Mr. Adnan Abdul Fattah Kazim Abdul Fattah	UAE	Non-Executive Independent Director

2. Incorporation and activities:

Overview

As Emaar Properties has segregated its real estate development business and transferred it to us, we are the leading developer of integrated lifestyle masterplan communities in Dubai, which feature world-class residential and commercial property, shopping malls and other retail assets and high-end hospitality and leisure attractions. Redefining the traditional approaches to property development, our integrated lifestyle masterplan communities are distinguished by their world-class design, superior build quality, high quality finishes and wide range of amenities. Our integrated lifestyle masterplan concept combines retail, hospitality, leisure and other requirements of our residents within secure, well-maintained communities.

With the support of our parent company, Emaar Properties, we have developed some of Dubai's most prestigious integrated lifestyle masterplan communities, including Emirates Living, the first major freehold community built in Dubai, Dubai Marina, the region's largest man-made marina development, and Downtown Dubai, one of the world's most visited destinations.

Our extensive pipeline of projects in prime locations, including our 170 million square foot gross floor area ("**GFA**") land bank for BTS assets (213 million square foot total GFA) as at 30 September 2017, positions us to capitalize on the further growth of the Dubai residential real estate market. In addition to our substantial existing land bank, we estimate that our land bank is sufficient to provide us with 12 years of project launches and 16 years of project completions, giving us a competitive advantage over others in our market who must invest substantial capital to secure land for development.

History

Emaar Development has operated as a part of Emaar Properties since its inception in 1997. The Government of Dubai gifted Emaar Properties the initial components of its land bank in 1998. In 1999, we launched Emirates Living, the first major freehold integrated lifestyle masterplan community in Dubai. Our second project, Dubai Marina, launched in 2000 and was shortly thereafter followed in 2002 and 2004 with the launch of our desert-themed integrated lifestyle masterplan community, Arabian Ranches, and Downtown Dubai, our flagship community that combines commercial, residential, hotel, entertainment, shopping and leisure developments.

Competitive Strengths

The combination of our excellence in executing master planned projects, valuable asset base, de-risked cash generation business model, experienced management team and support from Emaar Properties has enabled us to become the leading residential real estate developer in Dubai. As a result, we benefit from the following key competitive strengths:

Premier real estate developer in a growing and stable market with supportive macroeconomic fundamentals

We are the leading developer of integrated lifestyle masterplan communities in Dubai. Since our inception, we believe that we have played a key role in the development of Dubai from a regional hub to a global destination. Our profitable track record and our expectation of robust growth in our business are fundamentally linked to our market position in Dubai and the platform it provides for the successful development of our project portfolio. Dubai is the second largest Emirate (by area, population and GDP) in the UAE after Abu Dhabi and, as such, is an important part of the wider UAE economy. Dubai has a diversified economy, and we benefit from its strong fundamentals. Unlike many others in the region, Dubai's economy has limited dependence on oil and associated products With its Dubai 2030 Vision, the Government of Dubai is pursuing a transition to an international hub for knowledge based innovation and sustainable industrial activities and the creation of significant number of specialised jobs. Consequently, Dubai has a sound macroeconomic outlook underpinned by strong diversification, which together with projected GDP and population growth, is expected to drive demand for real estate. In addition, as it offers rental yields well in excess of many other major international cities, Dubai's real estate market has been resilient through economic cycles and is an attractive destination for international investment given its enhanced regulatory and stabilised pricing environment. Our reputation as the premier supplier of prime residential real estate has allowed us to capitalise on Dubai's sound macroeconomic fundamentals. We believe that these strong fundamentals, together with Dubai's advancing infrastructure and status as an international trade, transit and tourism hub, provide an optimal platform for robust growth in our business.

Excellence in execution, exceptional platform and client base

We have developed Dubai's premier integrated lifestyle masterplan communities containing some of the city's most iconic assets, including Downtown Dubai with the Burj Khalifa, the world's tallest building, and the Dubai Mall, the world's most visited shopping mall. Our extensive track record of development, including Emirates Living, the UAE's first freehold masterplan community, has allowed us to develop unmatched expertise in the design and execution of these complex and large-scale projects. We believe our experience and expertise makes the Emaar brand one of the most sought after in our market, and has resulted in the sale of higher volumes of residential units at higher prices than our principal competitors. Our market leading position provides us with valuable consumer intelligence that informs our design and planning processes, as well as our marketing, sales and distribution strategy. Despite the scale and complexity of our projects, our development strategy is agile, allowing us to respond to shifting demand trends to address the needs and preferences of our customers and maintain a healthy sales backlog and profit margins across our project portfolio. Our customer base continues to grow with approximately 4,200 in the nine months ended 30 September 2017, well above average for the last three full years. We also benefit from an affluent customer base, including a substantial number of repeat customers, who in the nine months ended 30 September 2017 had purchased an average of 2.9 of our residential units. In addition, the strength of the Emaar brand has broadened the appeal of our projects to an international audience who, in the nine months ended 30 September 2017, accounted for 39 per cent. of our total sales, representing more than a 50 per cent. increase over 2014.

Valuable asset base and de-risked cash generation business model[4]

Our extensive pipeline of projects in prime locations, including our 170 million square foot land bank, positions us to capitalize on the further growth of the Dubai residential real estate market. As at 30 September 2017, our project portfolio, including our share of joint venture projects, had an adjusted NAV of AED 24.1 billion. In addition to our substantial existing land bank, we benefit from strong relationships with reputable joint venture partners, including the government related entities, who also provide land for our projects, minimizing our capital investment requirements. We estimate that our land bank is sufficient to provide us with 12 years of project launches and 16 years of project completions (assuming four years to complete launches) giving us a competitive advantage over others in our market who must invest substantial capital to secure land for development. Our well-established project development process allows us to convert our high-quality land bank into cash-generative developments while maintaining strong profit margins and minimizing capital investment. Before construction of a development commences, an average of 70 per cent. of the residential units in the development are pre-sold and between 30 and 40 per cent. of the total sales value of those of residential units, which ensures that the project is substantially self-funded through customer payments. Funding the development of our projects through pre-sale cash flow de-risks our business model and provides strong revenue visibility based on our sales backlog. We expect to deliver approximately 21,500 residential units over the next four years and, as at 30 September 2017, our associated sales backlog was AED 41 billion.

As at 30 September 2017, we had approximately 4,800 residential units available for sale and under development, approximately 650 units in the design phase and approximately 200 completed units which we expect to sell in the next two to three years. These units have an aggregate estimated sales value of AED19 billion, based on current listing prices for the relevant projects. Over the next five years, we expect to offer approximately 50,400 further units for sale.

Experienced management team and support of Emaar Properties

As a subsidiary of Emaar Properties, we enjoy the support of a financially strong and committed major shareholder, with an unparalleled reputation for excellence in the Dubai real estate market. As one of the largest real estate master developers operating in the GCC, Emaar Properties has substantial experience designing and executing complex property development projects, from land acquisition through the design, approvals, marketing and sales stages of the real estate development lifecycle. Our affiliation with Emaar Properties allows us to pursue our business strategies with the support of one of Dubai’s most respected companies. In addition, our senior management team, many of whom participated in Emaar Properties’ most successful projects, brings significant of experience operating in the Dubai real estate market. We will continue to have access to Emaar Properties’ expertise and support following the Offering, as well as the benefit of the strength of its relationships with GREs and the UAE government, which believe creates an opportunity for growth and favourable development arrangements. In preparation for the Offering, we have implemented a corporate governance framework in line with international best practice, including appointing three independent directors to our Board, and have entered into the Relationship Agreement with Emaar Properties to ensure that all of our related party transactions are subject to appropriate independence requirements.

Strategy

Our primary objective is to produce sustained and secure long-term returns from our projects. In particular, we intend to:

Maintain our leadership position in the prime residential real estate market in Dubai

We are the leading developer of residential real estate in Dubai, and enjoy a reputation for delivering the highest quality integrated lifestyle masterplan communities in the some of Dubai's most desirable locations. We adhere to our rigorous standards and processes through all phases of development. We believe that maintaining our strategic focus on delivering our current and future projects to the premium standard associated with the Emaar brand and providing an exceptional customer experience will allow us to maintain and further grow our market leading position.

Deliver value for customers

We strive to create innovative and high quality residential real estate products that deliver a superior customer experience. Our integrated lifestyle masterplan communities are designed with residents in mind and seek to add value to our customers' residential properties. Our breadth of market intelligence allows us to optimize the price and composition of the relevant residential units and to tailor community amenities to meet the needs of our customers. We are committed to continuing to play a central role in the development of Dubai as an international destination.

Leverage our significant land bank and partnership with GREs

Our significant land bank of 170 million square feet GFA will drive the future growth of our project portfolio. The significant size and prime location of our plots will enable us to continue to undertake complex projects built around iconic assets, such as the Tower at Dubai Harbour, which is expected to overtake the Burj Khalifa as the world's tallest building when complete. We will seek to maximise the value of our project portfolio by drawing on our market insight to phase and scale our product launches and build-outs to optimise demand and pricing.

Through our controlling shareholder, Emaar Properties, we have established an excellent working relationship with the Government of Dubai, as Emaar Properties is 29.2 per cent. owned by the Investment Corporation of Dubai (the "ICD"), the investment arm of the Government of Dubai. The Government's strong support of our business and our alignment with the development goals of the ICD has been evidenced by their grant of land for our Downtown Dubai project, as well as our Dubai Marina, Arabian Ranches I and Emirates Living projects. We intend to continue to leverage our favourable GRE partnerships to gain further access to significant prime land bank opportunities with minimal capital outlay through joint venture arrangements and otherwise.

Financial risk management

Our pre-sale funding model significantly de-risks the cash requirements for the development of our projects. We generally pre-sell an average of 70 per cent. of the residential units in a development and collect between 30 and 40 per cent. of the total sales value of those residential units prior to awarding construction contracts. Our agile sales and marketing strategy underpins our business model and seeks to ensure a healthy and continuous sales backlog which enhances free cashflows, provides revenue visibility and underpins our business model. Our sales force has substantial expertise in our principal and target markets, including KSA, India, the UK, Russia and China, and leverages the Emaar brand to achieve premium pricing, further supporting our operating margins. We have and will continue to implement cost optimisation and value engineering initiatives to optimize our cost base.

Optimise capital structure and enhance returns to shareholders

We intend to maintain a conservative capital structure with sufficient flexibility to execute on sustainable growth opportunities as they arise while maintaining prudent leverage levels which we expect will enable us to fund dividend distributions to enhance long-term shareholder value. We are targeting to distribute aggregate dividends of no less than $1.7 billion, to be paid in respect of the next three financial years ending 31 December 2020, with the first post-IPO dividend to be paid in the third quarter of 2018. Payment of any dividends will be subject to consideration by our Board of Directors of the cash management and operating expense requirements of our business. We intend to operate within prudent leverage limits for a company in our sector, and aim to maintain net debt of less than 60 per cent. of backlog profit.

Business Model

The central elements of our business model are (i) the creation of integrated lifestyle masterplan communities; (ii) partnering with governments, GREs and/or key local business partners; and (iii) the project development process.

Our integrated lifestyle masterplan communities combine high-end residential and commercial units with retail, hospitality and leisure attractions, and offer amenities such as schools, mosques and healthcare facilities. They are generally anchored by a landmark attraction, such as the Burj Khalifa, Dubai Marina or the Tower, and are supported by essential infrastructure such as roads, power, water and sewage, landscaping and open recreational spaces.

We seek to enter into partnerships or strategic alliances with local partners, who either provide us with development rights to tracts of desirable land at attractive prices or contribute land as part of their equity participation in our joint venture projects. These partners are typically government entities and GREs that have established relationships with local suppliers of construction services or which themselves have construction capability. Additionally, they help to expedite the completion of our projects by providing us with know-how and assisting with regulatory processes, such as obtaining permits and authorisations.

Our project development process involves the following steps:

Project assessment

The first phase of any proposed project is the project assessment stage. This stage focuses on the initial, informal master planning of the proposed development, which involves the generation of ideas regarding the composition of the development (i.e., layout, buildings, amenities, design, etc.) and a preliminary assessment of its feasibility.

Upon approval from the Board, a Memorandum of Understanding ("**MOU**") with an expression of interest is signed with relevant counterparties, confirming interest in the project and our exclusive development rights. External consultants are then appointed to carry out a detailed feasibility study. Investment Committee and Board approvals are obtained in order to proceed with development based on the outcome of the detailed feasibility study, including approval of, where applicable, the terms and conditions of any proposed joint venture agreement.

Master planning

Master planning starts after the granting or acquisition of land, whether directly, through a joint venture agreement or development agreement. This stage of the process is designed to ensure that a project will reflect the Emaar brand and quality standards, which are monitored on an on-going basis by quality assurance and control teams, and that it will respond to the demands and preferences of our customers, as informed by the insights of our sales and marketing team.

Once the master plan is agreed, we may sell certain portions of the project and also act as developer or sub-contract the development of land retained (such development in all cases being undertaken in accordance with the applicable master plan).

Plot level design and tender process

Following approval of the master plan, we commence the schematic and tender process stage, when a bill of quantities ("BOQ") is undertaken which defines the overall scope of work, lists the materials required and details the nature and scope of activities to be carried out to execute the project. It also includes details of the budget estimates for the proposed project. The BOQ is then submitted to the CEO for approval.

Marketing and sales

The marketing and sales plan for each project is developed at the masterplan stage, and includes the launch plan and a marketing strategy informed by key insights from the sales and development teams. These insights incorporate a pricing proposal which covers the different types of residential units included in each development, their locations within the development and individual features, as well as an affordability analysis, which combines target market research, rental yields, mortgage rates and target margins, among other things.

Construction of infrastructure

Infrastructure works are commenced before any buildings are constructed and run in parallel to main works construction for the duration of the development. Construction of infrastructure includes undertaking earth work, liaising with the relevant utility providers, building utility networks (such as district cooling stations, laying relevant pipelines for water and sewerage, and establishing the electrical and telecommunications networks) and building roads.

Construction of projects

Before tenders are awarded, a minimum threshold is normally set for pre-sales of residential units in a particular project. This is typically around 70 per cent. of the total sales value of the completed project, with between 30 and 40 per cent. of the associated sales value collected.

We rely on leading regional and local contractors in the execution of our projects. We also rely on international construction services companies, consultants and project managers. In the past, we have worked with BESIX (including on the Burj Khalifa), Balfour Beatty LLC (including on Dubai Marina and the Dubai Mall), ALEC (including on Dubai Hills) and Shapoorji Pallonji. Design and cost consultants we have employed include Arcadis, RTKL, CH2M and Benoy

Facility Management

Our communities are managed by Emaar Community Management ("**ECM**"), a company currently 100 per cent. owned by Emaar Properties. ECM is an award-winning division of the Emaar Group that specializes in delivering a full suite of management services. It provides community development and management, operations, customer service, owners' associations and advocacy groups, community engagement and events and promotes educational and sustainability initiatives. ECM manages all of Emaar's master planned lifestyle communities. The ECM team consists of experienced professionals with international certifications including Certified Manager of Community Associations, Association Management Specialist and Professional Community Association Manager.

Project Structure

Construction of the BTL and BTO assets in each development is funded by Emaar Properties through a number of back-to-back arrangements with us. We also receive a development fee from Emaar Properties to manage the development of these assets.

Wholly owned projects under development

The developments in our projects contain BTS, BTL and BTO assets. In our wholly owned projects under development, we hold the full title to non-mixed use BTS assets (typically residential units) and we are responsible for funding the development of these assets. Title will transfer to purchasers of the relevant assets upon completion of the project.

Joint venture projects

In our joint venture projects, we are responsible for funding the development of the BTS assets. We are also responsible for the development of the BTL/BTO assets on behalf of Emaar Properties, for which we will be paid a development fee.

Customers

Our customer base is diverse. In the nine months ended 30 September 2017, 37 per cent. of our customers were non-UAE residents, representing 35 per cent. of our revenues, compared with 27 per cent. of our customers, representing 28 per cent. of our revenue, in the year ended 31 December 2014.

The table below sets forth the nationality of our customers as a percentage of our total sales in the nine months ended 30 September 2017.

Nationality	Share of total sales
MENA ex. GCC	17%
India	14%
UAE	13%
KSA	12%
Europe	7%
Other GCC	7%
Pakistan	5%
North America	5%
United Kingdom	5%
China	4%
Other	10%

Projects

Our assets comprise wholly owned projects under development (with the exception of Downtown Views 2 (Zabeel Second land plot) for which we have signed a sale agreement but do not currently hold registered title to the land until the final instalment of the purchase price is made), projects undertaken with JV partners and our land bank.

As at 30 September 2017 we had a gross asset value ("**GAV**") of AED35.6 billion (including 100 per cent. of our joint ventures). The table below sets out our GAV by project.

	As at 30 September 2017			
	GAV[1]	% of GAV	Share of GAV	% Share of GAV
	(AED bn)		*(AED bn)*	
Wholly-owned projects				
Downtown Dubai................................	12.1	34.1	12.1	47.7
Emirates Living.................................	0.6	1.6	0.6	2.3
Dubai Marina....................................	0.6	1.8	0.6	2.6
Arabian Ranches	1.7	4.8	1.7	6.8
Rasal Khaimah	0.2	0.5	0.2	0.7
Dubai Harbour	0.4	1.1	0.4	1.5
Joint Ventures				
Dubai Hills Estate	11.0	31.0	5.5	21.7
Zabeel Square...................................	0.5	1.3	0.2	0.9
Emaar South	0.5	1.4	0.2	1.0
Joint Development Agreement				
Dubai Creek Harbour	8.3	23.4	4.2	16.4
Total	35.6		25.4	

Our share of the GAV amounted to AED 25.4 billion at 30 September 2017.

Wholly owned projects under development

The following discussion summarises the principal features of each of our wholly owned development projects:

Downtown Dubai

Downtown Dubai is our flagship project and is situated in central Dubai off the main highway (Sheikh Zayed Road) between Business Bay and the DIFC. It is a mixed-use 500-acre community that combines commercial, residential, hotel, entertainment, shopping and leisure developments. The complex includes the world's tallest structure, the Burj Khalifa, which stands at 828 metres, the Dubai Mall (one of the world's largest shopping malls and the world's most visited mall), the Dubai Opera House (which will be Dubai's first dedicated multi-format opera house), Souq Al Bahar (a residential and retail destination), eight luxury hotels (including the first Armani Hotel) with over 2,000 rooms (including serviced apartments), 4.5 million square feet of gross office space, 4.4 million square feet of leasable retail space, numerous residential towers and Sheikh Mohammed bin Rashid Boulevard, and a 3.5 km leisure and entertainment strip. An additional three luxury five-star hotels, The Address Boulevard, The Address Sky Views and The Address Fountain Views, are under construction.

Emirates Living

This project has expanded from its original design and now includes seven related communities: Emirates Living, the Greens, the Views, the Lakes, the Meadows, the Springs and the Hills. The Emirates Living development includes four international schools, a four-star hotel, VIDA the Hills, the Montgomerie golf course and a complex of four commercial buildings known as "Emaar Business Park".

Dubai Marina

Dubai Marina is one of the largest waterfront developments of its kind in the GCC region, with 8.5 km of marine frontage, comprising approximately 200 high-rise towers. It is divided into 10 districts, each developed as a distinct community.

Arabian Ranches

Arabian Ranches I is an approximately 71 million square metres master planned lifestyle community. Arabian Ranches I has 4,360 residential units made up of one and two storey single family homes ranging from 1,690 to 7,230 square feet in size. The community includes a golf course, a village community centre with 20 retail outlets providing a total of 110,039 square feet of retail space and a school. In addition, Arabian Ranches I includes the Dubai Polo and Equestrian Club which itself has 71 villas known as "Polo Homes".

Following the successful launch of Arabian Ranches I, the development of the Arabian Ranches II, adjacent to Arabian Ranches I, began in September 2012. It will comprise approximately 1,658 residential units made up of three- to six-bedroom independent villas ranging from 1,679 to 4,948 square feet in size, divided into 10 distinct communities.

Joint venture projects

We undertake certain of our projects through joint venture arrangements. We partner with leading GREs that can provide access to premier land and complementary development expertise.

The following discussion summarises the principal features of each of our joint venture projects:

Dubai Hills Estate

Dubai Hills Estate is the "city of the future" and the first phase of the Mohammed Bin Rashid City ("MBR City"), a planned mixed-use residential and commercial development within Dubai. Dubai Hills Estate is a master-planned community spread over 118 million square feet, and is located centrally by the junction of Umm Suqeim Road and Al Khail Road. The master plan comprises over 30,000 residential units, 4.2 million square feet of retail space, 1.5 million square feet of office space and three hotels comprising 515,000 feet and over 680 keys.

Dubai Creek Harbour

Dubai Creek Harbour is an integrated lifestyle masterplan community which sits next to Ras Al Khor Wildlife Sanctuary over an area of 60 million square feet (almost three times the size of Downtown Dubai). Dubai Creek Harbour aims to support Dubai's commercial and cultural development and will feature state-of-the-art technology, integrated transportation systems, environmentally sustainable ecosystems and green, open parks.

Zabeel Square

Zabeel Square is a joint venture project developed with Meraas to create a mixed-use development near Zabeel Park, Dubai. The total project value is AED4 billion, including BTO/BTL assets. It will contain over 1,700 residential units, 130,000 square feet of retail space and a hotel comprising 180,000 square feet and over 200 keys.

Emaar South

Emaar South is our first development within DWC. It will be a mixed use development spread over an area of approximately 72 million square feet. The development will include a gated community of luxury villas, townhouses, mid-rise apartments, four star business hotels, retail space, hospitality, healthcare and educational facilities, braded recreational facilities and a number of mosques.

Land bank

We had, as at 30 September 2017, approximately 170 million square feet GFA in our land bank. We own 14 million square feet GFA, for BTS assets directly (including Dubai Harbour,). We also had access to 156 million square feet GFA through our joint venture relationships, including 47 million, 29 million and 80 million square feet contributed by Meraas Holding, the Dubai Aviation City Corporation and Dubai Holding, respectively. The principal components of our land bank form part of the projects described above.

Ras al Khaimah

Ras al Khaimah project is an approximately 1.4 million square feet project located at the tip of Al Marjan Island. The total project value is estimated at AED 2 billion, inlcuidng BTS/BTL assets. It will have 800 residential units, over 12,000 square feet of retail space and a five-star hotel with 220 keys.

Competition

We currently compete with other major Dubai based property development companies including Nakheel, Deyaar Development, Meraas Holding, Damac Properties and Union Properties. Meraas Holding is also one of our joint venture partners. Competition principally takes the form of competing for purchasers of residential property. In addition, if we undertake other developments in Dubai, we may also need to compete for the land on which the developments are to be located.

Insurance

We require our contractors to provide insurance cover including workman's compensation, motor vehicles insurance, insurance for plant and contractor's equipment and, if applicable, marine insurance for goods transported to each project. We purchase contractors all risks ("**CAR**") insurance for each project during the construction phase.

Our corporate insurance programme is comprehensive and robust. Managed by a dedicated in-house insurance team and in partnership with the best industry resources, our insurance team endeavour to keep the insurance programme aligned and updated, on an ongoing basis, in accordance with the latest insurance solutions available in the global insurance market.

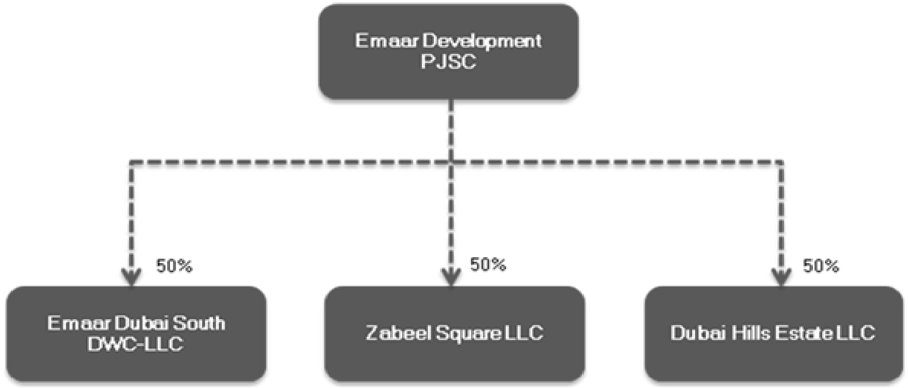
Intellectual Property

We license the use of the Emaar brand and name as well as the names of our developments from Emaar Properties.

Information Technology

We seek to ensure that its information technology ("**IT**") systems and software meet the requirements of our business, are effectively maintained and are kept up to date. We have an online document management system which is available 24 hours a day seven days a week. In addition, we continue to expand our current IT systems to improve operational efficiency and to enrich our customers' online experience.

3. **Details of the Company's investments in subsidiaries and other investments:**



For more details on the arrangements between the Company and its joint venture partners, please refer to the section on "*Joint Venture Agreements*".

4. **Statement of capital development**

Company's current share capital structure before the commencement of the Offering

The capital of the Company has been fixed at AED 4,000,000,000; divided into 4,000,000,000 ordinary shares with a value of AED 1.00 for each share, of which 3,999,700,000 represent shares in kind. All the shares are equal in respect of all rights.

The following table illustrates the Company's ownership structure and distribution of share capital between shareholders before and after Offering:

Before Offering

Name	Nationality	Type of Shares	Number of Shares owned	Total value of Shares owned*	Ownership proportion
Emaar Properties PJSC	UAE	ordinary	3,999,999,997	AED 3,999,999,997	99.999%
Emirates Properties Holdings Limited	BVI	ordinary	3	AED 3,000	0.0001%

** - Based on nominal value*

Name	Nationality	Type of Shares	Number of Shares owned	Total value of Shares owned*	Ownership proportion
Founders	UAE	ordinary	3,200,000,000	AED 3,200,000,000	80%
Subscribing shareholders at completion of the Offering	UAE	ordinary	800,000,000	AED 800,000,000	20%

After Offering

** - Based on nominal value*

Company's capital structure upon completion of the Offering

Upon the completion of the Offering, the Company's paid-up share capital shall be AED 4,000,000,000, divided into 4,000,000,000 Shares with a nominal value of AED1.00 per Share.

The Founders hold 80% of the Shares as set out above. The Company has presented its plan to the Authority for the Founder to offer 20% of the total share capital

No. of Founders' Shares:	3,200,000,000 Shares
No. of total Subscribers' Shares (note that this covers all tranches of Offer Shares set out in this Prospectus):	800,000,000 Shares
Total:	4,000,000,000 Shares

5. Status of actions and disputes with the Company over the past three years

There are no outstanding material governmental, legal or arbitration proceedings or disputes (including any such proceedings or disputes which are pending or threatened or of which we are aware).

6. Statement of the number and type of employees of the Company and of its subsidiary:

We will be employing approximately 317 employees.

7. Accounting policies adopted at the Company:

The Company prepares its accounts in accordance with IFRS as issued by the International Accounting Standards Board and applicable requirements of UAE laws.

8. Statement of Company's loans, credit facilities and indebtedness and the most significant conditions thereof:

On 27 September 2017, the Company has entered into an Islamic murabaha financing agreement with First Abu Dhabi Bank PJSC ("**Bank**") encompassing a term facility of USD1.2 billion and a revolving facility of USD 100 million ("**Facilities**"). The Bank is the investment agent, security agent, account bank, mandated lead arranger, book runner and underwriting bank for the Facilities, and, as at the date of this prospectus, it is the sole financier. The Facilities have a five year term.

We drew down AED4,408 million and used AED3,960 million of the proceeds to pay a dividend to Emaar Properties. The remaining undrawn balance is available to us on a revolving basis.

The proceeds of the Facilities can be used by the Company for the payment of dividends, acquisition of land for development, repayment of advances made by Emaar Properties to the Company ("**Parent Bridge Advances**") and fees and expenses due to the Bank in connection with the Facilities. The Company is required to make regular repayments of the Facilities over the term.

The Facilities are guaranteed by Emaar Properties ("**Parent**") for a limited period. The guarantee may be released on the Company's request provided the Bank receives agreed form written undertakings from the Parent ("**Parent Undertaking**"). The term sheet for the Facilities indicates the Parent must certify to the Bank that assets of a value equal to at least AED 11 billion have been transferred to the Company. If the audited financial statements for the period to 30 September 2017 do not support this certification the Parent is obliged to make up any shortfall in assets transferred or else the Facilities must be prepaid in full.

Rights and revenues from certain specified projects ("**Assigned Projects**") transferred to the Company by the Parent shall secure repayment of the Facilities. These projects, the underlying assets and escrow accounts must be transferred to the Company from the Parent within six months of entering the Facilities. The rights and revenues of the Company are assigned for the benefit of the Bank and subject to certain controls, including but not limited to, an obligation to route revenues and prescribed insurances that are not deposited into the escrow accounts of the Assigned Projects through accounts to be pledged in favour of the Bank. Prior to the transfer of the Assigned Projects to the Company, the Parent will be subject to the same controls. Proceeds received by the Company from revenues and insurances (not used in repair, replacement or reinstatement) directed into accounts held with the Bank are to be used for the purposes of meeting its repayment and prepayment obligations under the Facilities.

Upon certain events the Company must prepay all amounts then outstanding under the Facilities. This includes where the direct or indirect ownership of the Parent in the Company reducing below 51% or the Parent ceasing to control directly or indirectly the Company. Also, where the credit rating of the Parent falls below certain specified thresholds, subject to the parties agreeing an alternative solution, the Facilities may be cancelled and prepaid.

The Company is subject to three financial covenants under the terms of the Facilities: Net debt (being all debt of the Company less its cash and cash equivalent balances) must not exceed its EBITDA by more than four times. EBITDA of the Company must be greater than five times all finance charges payable less any interest receivable. Finally, the cash flows received and projected from the Assigned Projects must be a minimum of 1.5 times the Facilities. If this last financial covenant is breached, the Company may remedy the position by the assignment of revenues of another project or prepayment of the Facilities to meet the mandated threshold.

Subject to certain exceptions, the Facilities impose several restrictions on the Company's conduct of business, including but not limited to, the ability to incur new debt, declare dividends or make any distribution to shareholders from funds secured to the Bank where a default has occurred, dispose of assets, provide security to a third party, undertake mergers and acquisitions or change its business. Specific covenants apply to the Assigned Projects secured to the Bank to ensure the Company owns and is a diligent owner of the assets and that at least half of the units in each project have been sold. The Company may not repay or discharge (and the Parent cannot permit repayment or discharge) of any obligations owed to the Parent and any such liabilities are fully subordinated to the Facilities. Failure to meet any of the covenants or obligations by the Company or the Parent owed to the Bank or committing any default under the Facilities or the associated security, guarantee and finance documentation may result in the Facilities being cancelled, all amounts due and outstanding being payable and the Bank exercising its rights under the security documents and the guarantee from the Parent.

Initially the parties agreed that the following are the Assigned Projects that will be transferred:

(a) the development known as Downtown Views to be constructed in Downtown Dubai, Dubai;
(b) the development known as Downtown Views II to be constructed in Downtown Dubai, Dubai;
(c) the development known as FORTE to be constructed in Downtown Dubai, Dubai;
(d) the development known as 42 | 52 to be constructed in Dubai Marina, Dubai;
(e) the development known as Vida Residences Dubai Marina to be constructed in Dubai Marina, Dubai;
(f) the development known as Act One | Act Two to be constructed in Downtown Dubai, Dubai;
(g) the development known as The Address Dubai Opera to be constructed in Downtown Dubai, Dubai;
(h) the development known as Vida Dubai Mall to be constructed in Downtown Dubai, Dubai; and
(i) the development known as Il PRIMO to be constructed in Downtown Dubai, Dubai;"

9. Statement of current pledges and encumbrances on the Company's and its subsidiaries' assets:

Where the Assigned Projects have been transferred to the Company by Emaar Properties, the Company has agreed to assign the benefit of its interest in the project escrow accounts as security in favour of the Bank. Prior to transfer Emaar Properties has assigned its interest in the Assigned Projects' escrow accounts to the Bank. All revenues and insurances deposited into the accounts of Company held with the Bank are also pledged in favour of the Bank pursuant to a separate pledge agreement.

10. Founders Committee:

The Founders elected a committee (the "**Founders Committee**") to undertake all steps and procedures necessary on their behalf and on behalf of the Company to complete all the procedures required with regard to the Offering, including dealing with the competent authorities.

The Founders Committee is composed the following individuals as representatives of Emaar Properties PJSC:

- Mr. **Ahmad Thani Rashed Al Matrooshi** (Chairman)
- Mr. **Ahmad Juma Mohamed Matar Al Falasi** (Member); and
- Mr. **Ahmed Ibrahim** (Member)

11. Investment Risks:

Investing in and holding the Shares involves financial risk. Prospective investors in the Shares should carefully review all of the information contained in this Prospectus and should pay particular attention to the following risks associated with an investment in us and the Shares which should be considered together with all other information contained in this Prospectus. If one or more of the following risks were to arise, our business, financial condition, results of operations, prospects or the price of the Shares could be materially and adversely affected and investors could lose all or part of their investment. The risks set out below may not be exhaustive and do not necessarily include all of the risks associated with an investment in us and the Shares. Additional risks and uncertainties not currently known to us or which we currently deem immaterial may arise or become material in the future and may have a material adverse effect on our business, results of operations, financial condition, prospects or the price of the Shares.

Risks Relating to Our Business

The concentration of our property portfolio exposes us to fluctuations in demand for residential real estate in the UAE

The substantial majority of our property portfolio is located in Dubai. As an increasing number of real estate developments are launched and reach completion, the number of residential properties available in the Dubai market may exceed the demand for such properties, leading to saturation. If the property market in Dubai were to become saturated, or demand for residential properties in Dubai were to decline or to be lower than expected, we could have to sell our properties at reduced prices, or at a loss, or may not be able to sell them at all. In addition, a large portion of our customers purchase properties as investments, generally with a view to selling them for profit or leasing them for rental income. Any perceived or actual oversupply of residential properties in Dubai for sale may result in potential customers experiencing difficulty selling properties purchased from us, either for an expected profit or at all. In addition, any perceived or actual over supply of residential rental properties in Dubai, or a decrease in demand for rental properties, may cause rental rates to decline. This could result in a decrease in demand for our properties from customers who expect to receive revenue from the part- or full- time rental of their properties.

As at 30 September 2017, our sales backlog was AED41 billion and we are scheduled to deliver approximately 24,700 associated residential units over the next four years. There can be no assurance that our residential unit sales backlog will be realised or that there is sufficient demand in the Dubai residential real estate market to absorb all of the residential units that we will deliver at the prices we anticipate or at all. As our revenue is derived almost entirely from the sale of our residential units in Dubai, any adverse change in the demand for the reasons set out above or otherwise could have a material adverse effect on our business, financial condition and results of operations.

The substantial majority of our property portfolio is located in Dubai, and our financial performance is therefore dependent on economic and political conditions in Dubai and the surrounding regions

With the exception of one of our landbank plots, all of our projects are located in Dubai. Consequently, our business, results of operations and financial condition could be adversely affected by changes in economic, political or social conditions in Dubai and the surrounding regions.

Although economic growth rates in the UAE remain above those of many more developed, as well as regional, markets, the UAE has experienced slower economic growth in recent years, following the downturn experienced as a result of the global financial crisis in 2008. There can be no assurance that economic growth or performance in Dubai or the UAE, in general, will be sustained. The UAE, as well as many of the GCC countries from which we source our customers, depend in particular on revenue from oil and oil products, the prices of which have declined sharply in recent years and have continued to remain volatile, with current pricing levels well below historic highs. In addition, the economy of the UAE and Dubai, in particular, is heavily dependent upon expatriate workers, who have historically made up a significant portion of our customers. If the economies of the UAE or Dubai suffer another decline, or if government intervention fails to support or otherwise restricts or limits the economic growth of the expatriate or general real estate investment community, our business, results of operations and financial condition could be adversely affected.

The property and construction markets in the UAE, in particular, are affected by macroeconomic factors that are beyond our control, such as real estate market conditions generally, changes in interest rates, consumer spending, inflation rates, real estate taxes, and the availability and cost of financing. Although following the global financial crisis the real estate market in Dubai experienced a recovery in demand and pricing during the period from 2011 to the middle of 2015, which resulted in increased sales for our projects compared to similar periods in 2009 to 2011, the market slowed again in the second half of 2015 and in 2016. Pricing in 2017 has remained in line with 2016 levels, notwithstanding higher demand, and remains below the 2014 peak. There can be no assurance that the current demand and pricing levels for real estate in Dubai will persist. In addition, the Government of Dubai has set ambitious goals for development, including in connection with the Dubai 2020 Expo and the Dubai Vision 2030 Plan. A failure to meet these goals could create a negative perception of Dubai's development prospects generally and the real estate market in particular. Any resulting decrease in demand or pricing could cause our financial performance to deteriorate.

While the UAE is currently seen as a relatively stable political environment, certain other jurisdictions in the Middle East are not and there is no guarantee that political stability in the UAE will continue in the future. Since late 2010, there has been political and civil unrest in a range of countries in the MENA region, including Egypt, Qatar, Saudi Arabia, Syria, Lebanon and Yemen. This unrest has ranged from public demonstrations to, in extreme cases, armed conflict, and has given rise to increased political uncertainty across the region. More recently, the governments of the UAE, Saudi Arabia, Bahrain and Egypt have imposed a blockade on Qatar after accusing Qatar of supporting terrorist activity in the region.

Continuing instability and unrest in the MENA region may significantly affect the UAE and Dubai. Although the UAE has not been directly affected by the unrest in the MENA region to date, it is unclear what impact this unrest could have on the regional economy, levels of foreign direct investment in the UAE and Dubai's attractiveness as a tourist and residential destination. The occurrence of any or all of these factors could have a material adverse effect on our business, results of operations and financial condition.

The continued success of our business is dependent in part upon the wealth of domestic and international investors, as well as the continued appeal of Dubai and the UAE as real estate investment markets

Our business is dependent on the levels of disposable income and investment capital of individuals in the UAE and elsewhere, particularly KSA and India, as well as new markets, such as China. In addition, we benefit from a strong base of repeat customers, who in the nine months ended 30 September 2017 had purchased an average of 2.9 of our residential units and accounted for 25 per cent. of our sales. The wealth of these individuals is affected, in part, by the performance of the international real estate, financial and consumer markets, and the deployment of their disposable income is affected by a variety of factors, including alternative investment opportunities and returns, the availability of financing, including mortgages, as well as foreign currency exposure, interest rates, inflation and tax rates. The global financial crisis in 2008 had a material adverse effect on the levels of disposable income and wealth of individuals worldwide and, therefore, on the demand for properties in the Dubai market. Although the global financial markets have since recovered, any factors that adversely affect the wealth of residential real estate investors and/or the desirability of the Dubai real estate market as an investment outlet for domestic and international investors could have a material adverse effect on our business, financial condition and results of operations.

We are subject to risks associated with our joint ventures

A significant proportion of our land bank has historically been sourced through the contribution of land into our joint ventures by our joint venture partners, which allow us to acquire land with minimal upfront cash contributions. In line with this strategy, we expect most of our land bank to be sourced through similar arrangements in the near-to-medium-term. Therefore, co-operation and agreement with our joint venture partners on existing and future projects are essential for the smooth operation and financial success of such projects and our business. However, our joint venture partners may have economic or business interests or goals that are inconsistent with ours, be unable or unwilling to fulfil their obligations under the relevant joint venture or other agreements, or experience financial or other difficulties.

In addition, disputes with our joint venture partners may arise in the future that could adversely affect our joint venture projects. In many cases, our joint venture partners are our competitors. In addition, many of our joint venture partners are directly or indirectly owned by government related entities ("**GREs**"), which further exposes us to additional risks, including the need to satisfy both political and regulatory demands and the need to react to differences in focus or priorities, both of which can lead to delays in decision making, thereby increasing costs and exposure to competition.

Furthermore, we may not be able to control the decision-making process of the joint ventures without the agreement of our joint venture partners and, particularly when we do not have a majority control of the joint venture. Pursuant to the agreements governing our joint ventures, we are responsible for the development of the BTS assets of each project and are paid a development fee in respect of the BTL and BTO assets. We are entitled to invoice the Dubai Hills, Zabeel Square and Emaar South joint ventures for reimbursement of costs incurred for the development of the BTL and BTO assets. If these joint ventures fail to reimburse us or if our joint venture partners seek amendments to our joint venture arrangements, or otherwise pursue actions adverse to our interests, this could have a material adverse effect on our business, results of operations and financial condition. For a more detailed description of these agreements, see "*Related Party Transactions and Material Contracts*".

In addition, our ability to expand in the future will continue to depend upon the availability of suitable and willing joint venture partners, including, in particular, those with high quality land banks, our ability to complete the relevant transactions and the availability of financing on commercially acceptable terms. We cannot give any assurance that we will be successful in establishing any future joint ventures or that, once established, a joint venture will be profitable. If a joint venture is unsuccessful, we may be unable to recoup our initial investment. In addition, our inability to realise joint venture opportunities may result in our losing access to premium plots of land which might be developed by our competitors and/or require us to incur significant capital expenditure to acquire land plots in the future.

Any of these factors, alone or in combination, could lead to a decline in construction quality, delays in project delivery, reputational risks and higher capital expenditure and/or funding costs, which could have a material adverse effect on our business, results of operations and financial condition.

Our projects may be delayed, suspended, terminated or materially changed in scope, resulting in delayed recognition of revenue and damage to our reputation

There are a number of construction, financing, operating and other risks associated with property development. Due to their extensive nature, our projects require considerable capital expenditure during the initial phases. We recognise revenue from our projects according to the percentage completion the construction process. Payments by our customers are also tied to construction milestones, as are the development fees paid to us by Emaar Properties with respect to the BTL and BTO assets within our projects. Material delays in the construction process will, consequently, delay payments due from customers and Emaar Properties, as well as the revenue we are able to recognise. While we frequently experience construction delays in the ordinary course of business and such delays are made up in subsequent stages of a project, delays can have a significant impact on the associated timing of revenue recognition, which could lead to potentially significant fluctuations in our financial results on a quarterly basis. This is particularly true with respect to high value projects where even a small delay in construction progress can result in delays in large amounts of revenue being recognized. The time taken and the costs involved to complete construction can be adversely affected by many factors, including:

- delays in obtaining all, or refusals of any, necessary zoning, land use, building, development, occupancy and other required governmental permits, requisite licences, permits, approvals and authorisations (including due to new regulatory frameworks);
- unforeseen engineering, environmental or geological problems;
- our inability to obtain necessary financing arrangements on acceptable terms, or at all, and otherwise fund construction and capital improvements and provide any necessary performance guarantees;
- defaults by, or the bankruptcy or insolvency of, contractors and other counterparties;
- inadequate supporting infrastructure, including as a result of failure by third parties to provide utilities and transportation and other links that are necessary or desirable for the successful operation of a project;
- design or construction defects and otherwise failing to complete projects according to design specification;
- shortages of, or defective, materials and/or equipment, labour shortages, shortages of other necessary supplies and/or disputes with contractors or sub-contractors;
- availability of suitable land (including through joint venture partners);
- increases in the cost of construction materials (for example, raw materials such as steel and other commodities common in the construction industry), energy, building equipment (including, in particular, cranes), labour and/or other necessary supplies (due to rising commodity prices or inflation or otherwise);
- shortages of project managers, contractors and construction specialists, both internally and externally, to ensure that planned projects are delivered both on time and on budget;
- strikes and work stoppages or other labour disputes or disturbances affecting our projects, contractors, sub-contractors or suppliers;

- the failure of contractors to meet agreed timetables, in particular with respect to more complex or technically challenging developments (for example, due to the scale, height or complex design of a development);
- adverse weather conditions, natural disasters, accidents, force majeure events and/or changes in governmental priorities;
- increases in the supply of properties from competitors during the construction of certain projects; and
- changes in demand trends due to, among other things, a shift in buyer preferences, a downturn in the economy, a change in the surrounding environment of the project, including the location or operation of transportation hubs or population density or otherwise.

Any of these factors could give rise to delays in the completion of construction and/or result in construction costs exceeding budgeted amounts. Projects subject to delays or cost overruns may take longer or fail to generate the revenue, cash flow and profit margins that were originally anticipated. In addition, the targeted return on the investment in the project may not be realised. There can be no assurance that the revenue that we are able to generate from our projects will be sufficient to cover the associated construction costs. The occurrence of any of the foregoing factors could have a material adverse effect on our business, results of operations and financial condition.

Our off-plan sales model exposes us to reputational risks and liabilities

Our business model is based on selling a significant number of our residential units "off-plan" or in the early stages of construction. The completion of a given project is dependent on a number of factors, including macroeconomic conditions, timely delivery on the part of our contractors and sub-contractors and the absence of any force majeure. If a project with pre-sale commitments from customers is delayed or cancelled, customers may bring civil claims against us. Even where customers have no contractual right to terminate their contract with us and/or to demand repayment of monies paid, if we fail to deliver a residential unit, under Dubai law, a customer may seek to claim reimbursement from us together with interest. In addition, our projects comprise integrated lifestyle masterplan communities, which contain amenities and conveniences such as retail areas, supermarkets, clinics and medical centres, schools and parks, many of which will be funded and owned by other companies in the Emaar Group. If substantial parts of these amenities are delayed, cancelled or changed, customers who have acquired residential units in affected developments may not be able to enjoy the services or the overall environment which they may have expected when the project was originally launched. Delays in completion or cancellation of all or a portion of a project could also adversely affect our reputation and ability to attract future customers. Any of the foregoing factors could have a material adverse effect on our business, results of operations and financial condition.

Real estate valuation is inherently subjective

The valuation report prepared by Jones Lang LaSalle UAE Limited Dubai Branch ("**JLL**") (the "**Valuation Report**") provides a theoretical value of our properties and development projects, based on the assumptions made therein, and is based on certain material assumptions which have not been confirmed or investigated by JLL or any other third party. The assumptions are described in the Valuation Report and include, among others, special assumptions relating to the status of title, encumbrance of interests and the estimated timing of completion of infrastructure works. JLL conducted a property-by-property valuation of our properties and development projects, and these valuations may exceed the value that could be obtained in connection with a concurrent sale of all of our properties.

Our property assets are inherently difficult to value. Factors such as changes in regulatory requirements and applicable laws (including in relation to building and environmental regulations, taxation and planning), political conditions, the condition of financial markets and real estate markets, the financial condition of customers, potential adverse tax consequences, and interest and inflation rate fluctuations all mean that valuations are subject to uncertainty. The judgement of our management, as well as of JLL, significantly impacts the determination of the value of our projects, particularly with respect to joint venture projects and land bank projects. As a result, the valuations contained in this Prospectus are subject to substantial uncertainty and are made on the basis of assumptions which may not be correct. No assurance can be made that the valuations of our projects will reflect actual sale prices, even where any such sale occurs shortly after the relevant valuation date. Neither should the valuations be taken as an indication of the availability of financing for the potential sale of any of our projects or an indication of continuing demand for any of our projects. Significant differences between valuations and actual sales prices could have a material adverse effect on our business, financial condition and results of operations.

In addition, a key component of determining the value of a project is based on the assessment by management and JLL of real estate market conditions in Dubai. The Dubai real estate market is in turn affected by many factors such as general economic conditions, availability of financing, interest rates and other factors, including supply and demand, that are beyond our control and may adversely impact projects after their most recent valuation date. As a result, any material decline in the real estate market in Dubai could have a material adverse effect on our business, results of operations and financial condition.

Real estate investments are illiquid

Because real estate investments are generally illiquid, and due to the cyclicality of real estate markets, our ability to promptly sell one or more of our projects in response to changing political, economic, financial and investment conditions is limited. The real estate market is affected by many factors that are beyond our control. In addition, to the extent we require third-party funding to develop our projects, we may be required to grant a mortgage over certain projects, or parts thereof, to secure our payment obligations, which could preclude us from selling such projects or affected residential units in the event of a default under such financing arrangements. There can be no assurance that the sale of units in any of our projects will be at a price which reflects the most recent valuation of the relevant project, particularly if we are forced to sell in adverse economic conditions. Any of these factors, alone or in combination, could have a material adverse effect on our real estate portfolio, which could in turn have a material adverse effect on our business, results of operations and financial condition.

We are dependent on our parent company, Emaar Properties, in many key areas of our business

Following the Offering, Emaar Properties will remain our controlling shareholder, and the development of our projects will remain closely associated with, and in some respects be dependent upon, Emaar Properties. For example, Emaar Properties will remain responsible for securing tenants and negotiating leasing arrangements for the BTL assets within our integrated lifestyle masterplan communities. If Emaar Properties is not able to secure high quality tenants for these BTL assets, the desirability of the BTS assets within the relevant development may decrease. Furthermore, Emaar Community Management (a subsidiary of Emaar Properties) manages our developments once they have been completed, including providing landscaping, maintenance, security and other services which play a significant role in ongoing customer satisfaction. If these services are not provided to the requisite standard and customer satisfaction with our developments decreases, our reputation could be adversely affected.

In addition, pursuant to the terms of the Master Transfer Agreement, Emaar Properties is required to prefund development expenses incurred in relation to those developments and to indemnify us in the event of an unforeseen tax liability or other regulatory issue. Emaar Properties has also undertaken to prefund infrastructure costs at Dubai Creek Harbour. Emaar Properties has also undertaken to prefund, to the extent necessary, profits relating to the BTS assets at Dubai Creek Harbour. If Emaar Properties fails to meet its obligations pursuant to these undertakings, our business, results of operations and financial condition could be adversely affected. We have also entered into agreements with Emaar Properties which cover the use of the Emaar name and certain other trademarks, the lease of Emaar Properties' principal sales centre on the Boulevard in Downtown Dubai. There can be no assurance that we will be able to achieve market terms in any transactions carried out pursuant to these agreements, particularly in circumstances where no unrelated third parties are able to offer us comparable services, or that these agreements will be sufficient to cover the needs of our business in the relevant areas. For further details on the Master Transfer Agreement and the other agreements, please see "*Related Party Transactions and Material Contracts*".

We rely on the strength of the Emaar brand

We rely on brand recognition and the goodwill associated with the Emaar brand. Therefore, the name "Emaar" and its associated trading names and trademarks are key to our business. We have obtained a license for the use of the Emaar brand and name, as well as the names of our projects, from Emaar Properties pursuant to the intellectual property licence agreement. The reputation associated with the Emaar brand supports our business, including our ability to maintain premium pricing for our residential units. The Emaar brand is also used by Emaar Properties and other companies within the Emaar Group that are outside of our control. A deterioration of the value of the Emaar brand could therefore have a material adverse effect on our business, results of operations and financial condition.

Erosion of trademarks and other intellectual property could materially adversely affect our business.

We rely on brand recognition with our businesses and associated goodwill, brand, trading names, project names and trademarks are critical to our continued success. Substantial erosion in the value of these brands and other brands on which we rely, whether due to property related issues, customer complaints, adverse publicity, legal action, third-party infringements or other factors, could materially adversely affect our business, results of operations, financial condition and prospects.

We face competition in property development

We face competition for the development of real estate from other property developers in the UAE. In particular, the population growth of Dubai from 1.3 million in 2005 to an estimated 2.7 million in 2016 (as estimated by the Dubai Statistics Centre), along with the growth in business and leisure travel to Dubai, contributed to an increase in the number of participants in the Dubai real estate market and the number of new developments opening and being announced over this period. Competition may affect our ability to sell our projects at expected prices, if at all. Our competitors may lower their pricing for comparable developments, which could result in downward pricing pressure. In addition, the Government of Dubai could decide to support new entrants or other property development companies to implement its general development strategy, which would further increase competition. We also face the risk that competitors may anticipate and capitalise on certain potential investment opportunities in advance of our doing so. Increased competition may also increase our costs of financing, materials, contractors and sub-contractors. Certain of our competitors may have greater financial, technical, marketing or other resources, including with respect to the size and quality of their landbanks, and, therefore, may be able to withstand increased costs, price competition and volatility more successfully. Any oversupply or competition in our market could have a material adverse effect on our business, results of operations and financial condition.

Property developers may consolidate to achieve economies of scale. If consolidation in the Dubai real estate market were to occur, there is a risk that we would have to operate in a more competitive market place and against larger competitors than we have had historically. Furthermore, given economic downturns in recent years and the strategy of investors to diversify their investments and re-examine the robustness of various real estate markets in the region, Dubai may see demand for its real estate market decrease in favour of other real estate markets in the region. These circumstances could have a material adverse effect on our business, results of operations and financial condition.

Our business strategy depends on our ability to successfully develop our projects

The successful implementation of our strategy will require us to maintain our leadership position in the Dubai residential real estate market, actively managing our projects to deliver value for customers, preserving positive working relationships with our joint venture partners and other counterparties and maintaining our sound financial position. Successful development of current and future projects will depend significantly on our ability to complete milestones on time and within budget and on the availability of adequate external financing or cash in hand. The addition of new projects to our project portfolio will also increase our operating costs, and the success of our strategy will require us to continue to develop our projects on a profitable basis. As at 30 September 2017, we had a sales backlog of AED41 billion and expect to deliver approximately 24,700 associated over the next four years. There can be no assurance that our residential unit sales backlog will be realised in full, or that we will deliver all of the planned residential units on time or sell them at expected margins. In addition, we have a significant land bank on which to develop future projects, and there can be no assurance that it will be developed within our expected timeframe or at all.

Our integrated lifestyle masterplan communities take a substantial amount of time to complete, from the initial master planning phase to the completion of construction, and our ability to make changes to our development plans in response to changing consumer tastes and preferences is limited. While our projects cover a wide range of residential property options, including villas, bungalows, townhouses and mid and high-rise apartments, with a variety of community amenities, there can be no assurance that they will remain attractive to prospective customers. In addition, our integrated lifestyle masterplan communities are anchored around retail and entertainment complexes. If these complexes are not viewed positively within the communities in which they are situated because of the existence of similar facilities elsewhere in Dubai or their mix of retail, entertainment and other amenities, the attractiveness of our integrated lifestyle masterplan communities to prospective purchasers could also decrease, which could have a material adverse effect on our business, results of operations and financial condition.

We rely on experienced third-party contractors and sub-contractors to construct our projects

All construction activities associated with our projects are undertaken by third-party contractors and sub-contractors. While we have historically had access to experienced contractors, there can be no guarantee that we will continue to have such access in the future, or that the costs associated with hiring experienced contractors will not increase due to higher levels of competition for their services or otherwise. Furthermore, our property developments are complex, and in addition to our reliance on the main contractors who oversee their construction and assist in elements of the design and planning process, we are also dependent on access to numerous specialist sub-contractors to complete our projects in accordance with our high standards. Accordingly, there can be no assurance that the quality of construction of our completed and ongoing projects will be maintained on our future projects, particularly if we have difficulty accessing the specialist sub-contractors we require. Although we believe that we have a strong reputation for developing high quality projects, any difference in the quality of construction from project to project could adversely affect our brand and have a material adverse effect on our business, results of operations or financial condition.

Our contractors typically provide a one-year warranty on their workmanship and generally remain liable for structural defects for a period of 10 years. We, in turn, typically offer our customers a one-year warranty on the workmanship in their residential unit and generally remain liable for structural defects for a period of 10 years. If a contractor defaults on its warranty or liability in relation to the correction of a workmanship-related or structural defect which is discovered during the relevant period, we may not be able to locate another suitably qualified contractor to rectify the defect in a timely manner or at all and may not be able to recover the cost of any repairs from the defaulting contractor. Furthermore, if a significant number of customers encounter workmanship or structural defects and these are not rectified in a timely and satisfactory manner, our reputation may be adversely affected, which could have a material adverse effect on our business, results of operations and financial condition.

Although we have taken provisions in our financial statements for these warranties which, historically, have significantly exceeded any claims made under our warranties, there can be no assurance that this will continue to be the case in the future.

If our contractors' relationships with their employees deteriorate, we may be faced with labour shortages or stoppages, which could adversely affect our ability to develop our projects

Our projects have in the past, and may in the future, be impacted by strikes and work stoppages by our contractors' employees. The contractors we engage for the construction of our projects source the majority of their workers from countries outside of the UAE using recruitment agencies. In recent years, the policies and practices with respect to the recruitment, compensation and treatment of construction workers in the UAE and other GCC countries has come under increased scrutiny. While we seek to impose standards for the compliance with all relevant laws and regulations by our contractors through our agreements with them, the treatment and status of their workers is ultimately outside of our control. Our contractors' relations with their employees could deteriorate due to disputes related to the level of wages, accommodation or benefits or their response to changes in government regulation of workers and the workplace. In addition, changes in regulations such as more restrictive visa requirements or immigration laws relating to the employment in Dubai of unskilled labour could lead to a shortage of workers available to our contractors. As we rely heavily on our contractors to provide a high quality service, any labour shortage or stoppage could adversely affect our ability to complete our projects on time, which could expose us to liability and damage our reputation.

We are exposed to the risk of default by our contractors

Should one of our contractors or suppliers default on its arrangements with us for any reason, including as a result of its bankruptcy or insolvency, or if our relationship with a contractor or supplier deteriorates, we may not be able to find a suitably qualified replacement promptly, on similar terms or at all. In addition, any new contractor or supplier may need time to familiarise itself with the ongoing project, causing a further delay in the completion of the project. We may also be exposed to the risk that the alternative contractor or supplier fails to meet our high standards for workmanship and quality. In addition, some contractors may require licences or permits to work for us and there can be no assurance that a successor contractor could be found in a timely manner with the requisite approvals and licences. If any of these events were to occur, it could affect our ability to complete the affected project(s), which could have a material adverse effect on our business, results of operations and financial condition.

Our projects may be subject to delays due to utility and road infrastructure providers' inability to provide required services and connections to our developments within project delivery times

Access to certain of our projects is dependent on the completion of connecting infrastructure, such as roads and utilities for which third party Government utilities and agencies are responsible. There can be no assurance that material delays in delivering our projects will not occur as a result of delays in the connection of infrastructure. For example, in Dubai, the demand for electricity, water and gas has increased substantially in the past decade and may continue to increase in the future if the development and population of Dubai continues to expand. Our current projects may be delayed and future projects may be hindered due to the inability of utility providers to provide the required levels of water and power generation and connections for these utilities in a timely manner. Any delays in our projects, even when outside of our control, may adversely affect our brand and reputation, as well as increase the costs associated with affected projects, and could have a material adverse effect on our business, results of operations and financial condition.

Our business model relies on cash from off-plan sales to fund construction, and any significant decrease in the level of these sales could lead to the delay in completion or cancellation of projects

We finance our projects principally through internally generated cashflows that result primarily from the pre-sale of residential units, as well as the receipt of development fees paid by Emaar

Properties and our joint venture partners, the reimbursement of development expenditures related to BTL/BTO assets and through third-party bank facilities. We may also require financing to fund land acquisitions, initial project development costs and capital expenditures and to support the ongoing development and future growth of our project portfolio.

In Dubai, customers pay purchase price instalments for off-plan sales of residential units directly into a designated escrow account with a local bank approved by RERA. Although this practice is not clearly stipulated in UAE Law No. 8 of 2007 (the "Escrow Law"), it is required by RERA. An escrow agent, also approved by RERA, determines when a developer is permitted to make withdrawals from the escrow account to pay consultants or contractors for the project (these withdrawals are usually permitted in stages as specified construction milestones are completed). The developer is also permitted to use up to five per cent. of the escrow funds for "soft costs" such as advertising and sales. If there are insufficient escrow funds, RERA may require the developer to top-up the escrow account. Subject to the requirement to retain certain funds for remedial works for one year following the date on which the residential units are registered in the customers' names, the remainder of the escrow funds are released upon completion of the project, except for five per cent. of the receipts, which must be retained in the escrow account for one year from the date of completion. As a result, we are not able to finance the development of new projects using funds raised from the sale of existing projects until such projects are completed.

We may not have sufficient capital to undertake future land acquisitions and other investments that we may deem necessary or desirable. Where presales of residential units in a particular project are insufficient to fund its completion, we may have to seek external financing. Our ability to obtain external financing and the cost of such financing are dependent on numerous factors, including general economic and capital market conditions, interest rates, credit availability from banks or other lenders, investor confidence in us and our area of business focus, the success of our business, provisions of tax and securities laws that may be applicable to our ability to raise capital and political and economic conditions in the UAE. There can be no assurance that additional financing, either on a short-term or long-term basis, will be available or, if available, that such financing will be obtained on terms favourable to us. We may also be required to provide security over our assets to obtain any such financing and/or agree to contractual limitations on the operations of our business. An inability to obtain additional financing on terms favourable to us or at all could result in defaults on existing contracts, construction, completion delays and damage to our reputation as a reliable contractual counterpart, which, in turn, could have a material adverse effect on our business, results of operations and financial condition.

We are exposed to the risk of customers defaulting on their purchase price instalments

We begin selling our projects when they are still off-plan. Upon buying a residential unit, the customer contractually agrees to pay us the purchase price in instalments on a pre-agreed payment schedule. We commence main construction works once we receive a sufficient portion of deposits (typically between 30 and 40 per cent. of the total value of the residential units sold), and we use the cash collected to cover initial phase construction costs. Subsequent purchase price instalments are used to fund further construction of the project. If, due to poor economic conditions, declines in property values or otherwise, a significant portion of customers were to default on paying their subsequent instalments at any particular stage in the construction of a project, we would be required to rely on local laws and regulations to seek to recover monies owed, which can be a costly and time consuming process. If we are unsuccessful, and are unable to obtain the relevant funds, this could jeopardise the completion of the project, which could have a material adverse effect on our business, results of operations and financial condition.

Our projects could be exposed to catastrophic events or acts of terrorism over which we have no control

Our projects could be adversely affected or disrupted by natural disasters (such as earthquakes, floods, tsunamis, hurricanes, fires or typhoons) or other catastrophic events, including:

- changes to predominant natural weather, hydrologic and climatic patterns, including sea levels;
- major accidents, including chemical, radioactive or other material environmental contamination;
- major epidemics affecting the health of persons in the MENA region and travel into the MENA region;
- fires resulting from faulty construction materials; and/or
- criminal acts or acts of terrorism.

The occurrence of any of these events at one or more of our projects, other projects associated with the Emaar Group, or in the UAE or MENA region more generally may cause disruptions to our operations, which could have a material adverse effect on our business, results of operations and financial condition. In addition, such an occurrence may increase the costs associated with our projects, may subject us to liability or impact our brand and reputation and may otherwise hinder the normal operation of our projects.

In December 2015, an electrical fault caused a fire at the Address Downtown, a property owned by Emaar Properties, and in April 2017, a construction accident caused a fire at the Address Residences Fountain Views complex, part of the Downtown Dubai Development. While the cost of these incidents were covered by our insurance and did not result in any injuries or fatalities, these and any future incidents could have a material adverse impact on our reputation as a developer of safe, high-quality properties.

The foregoing factors could have a material adverse effect on our business, results of operations and financial condition. The effect of any of these events on our financial condition and results of operations may be exacerbated to the extent that any such event involves risks for which we are uninsured or not fully insured.

We rely on our senior management team, certain employees and external sales agencies

We rely on our senior management for the implementation of our strategy and our day-to-day operations. Our continued success will depend, on our ability to continue to retain and attract appropriately qualified personnel, including those with the relevant technical expertise in the real estate development sector, to operate our business. Competition for appropriately qualified technical, marketing and support personnel with the relevant expertise in the property development sector in the UAE is intense, and there can be no assurance that we will continue to be able to successfully recruit such personnel. Should we experience the loss of one or more of our key members of management or staff and be unable to replace them in a timely fashion (or at all) with other appropriately qualified and experienced individuals, our business, results of operations and financial condition could be adversely affected.

In addition, we contract with approximately 1,070 sales agencies in the UAE and internationally to market our projects, and such agencies were responsible for the sales of more than 70 per cent. of our residential units in each of the three years ended 31 December 2016. Our arrangements with these agencies are non-exclusive and on a commission basis. Although no single agency or group of affiliated agencies accounted for more than 5 per cent. of our sales during this period, the loss of one or more of our most successful third-party sales agencies could adversely affect our business.

The terms of our current and any future financings may restrict us from entering into certain transactions and/or limit our ability to respond to changing market conditions

Our current financing arrangements contain various covenants that limit our ability to engage in specified types of transactions, including, among other things, our ability to incur or guarantee additional financial indebtedness and/or grant security or create any security interests, in addition to maintaining certain financial ratios. These provisions may restrict our ability to respond to adverse economic conditions, which could have a material adverse effect on our business, results of operations and financial condition.

Furthermore, if we secure additional funding in the future, such funding would increase our leverage and could thereby limit our ability to raise further funding, limit our ability to react to changes in the economy or the markets in which we operate, and/or prevent us from meeting our debt obligations. Additionally, incurring further debt could also, among other things:

- increase our vulnerability to general economic and industry conditions;
- increase the risk that we may be unable to pay the interest, profit payments or principal on any outstanding obligations;
- require us to provide security over certain of our assets;
- require a substantial portion of cash flow from operations to be dedicated to the payment of financing costs and repayment of principal on our indebtedness, thereby reducing our ability to use our cash flow to fund our operations, capital expenditures and future business opportunities;
- restrict us from making strategic acquisitions or cause us to make non-strategic divestitures;
- limit our ability to obtain additional financing for working capital, capital expenditures, project development, debt service requirements, acquisitions and general corporate or other purposes; and
- limit our ability to adjust to changing market conditions and place us at a competitive disadvantage compared to our competitors who are less highly leveraged.

Any of the foregoing consequences could have a material adverse effect on our business, results of operations and financial condition.

The regulatory framework governing the UAE and Dubai real estate market may be subject to change

We cannot predict the contents of any future legislation that is imposed or implemented by RERA or the Government of Dubai. While many of the real estate laws and regulations recently implemented, and to be implemented in the future, are intended to improve the real estate market in Dubai, the effects of the implementation of such laws are often uncertain, there may be difficulties or delays in enforcing them and there can be no assurance that such laws and regulations will not impose more onerous obligations on us or have a material adverse effect on our business, results of operations and financial condition.

Prior to the Offering, our project portfolio was transferred from Emaar Properties to us. The contractual arrangements underpinning these transfers are bespoke and complex. Many of them required the consent and approval of the Dubai Land Department ("DLD"), the Real Estate Regulatory Agency (a regulatory arm of the DLD) ("RERA") and other government authorities. While we believe that we have maintained a positive dialogue with the relevant authorities and have all necessary approvals for the transfers, if any of the relevant authorities were to change their position and retroactively disapprove or impose additional taxes or charges on the transfers or interpret our rights under any of the arrangements differently, this could have a material adverse effect on our business, results of operations and financial condition.

The Company had discussions with the DLD in relation to the application of 4% registration fee of the properties' value as a result of converting the Company to a public joint stock company ("**Conversion Fees**"), and the DLD confirmed that the DLD shall exempt the Company from the Conversion Fees. While we believe that the DLD will exempt the Company from the Conversion Fees, if the DLD was to change their position and impose the Conversion Fees on the conversion of the Company to a public joint stock company, this will result in the payment of substantial fees which could have a material adverse effect on our cash flow and the Company's financial condition.

We are required to maintain and renew numerous licences and permits to operate

Our operations are required to comply with numerous laws and regulations, both at the local and national level, and require the maintenance and renewal of commercial licences and permits to conduct our business from the launch of a masterplan, through construction to sales and marketing. Because of the complexities involved in procuring and maintaining numerous licences and permits, as well as in ensuring continued compliance with different and sometimes inconsistent local and national licensing regimes, we cannot give any assurance that we will at all times be in compliance with all of the requirements imposed on each of our projects, although we are not aware of any material breaches that currently exist. Our potential failure to comply with applicable laws and regulations or to obtain and maintain requisite approvals, certifications, permits and licences, whether intentional or unintentional, could lead to substantial sanctions, including criminal, civil or administrative penalties, revocation of our licences and/or increased regulatory scrutiny, and liability for damages. It could also result in contracts to which we are a party being deemed to be unenforceable or invalidate or increase the cost of the insurance that we maintain for our project portfolio (assuming it is covered for any consequential losses). For the most serious violations, we could also be forced to suspend operations until we obtain required approvals, certifications, permits or licences or otherwise bring our operations into compliance. In addition, any adverse publicity resulting from any compliance failure, particularly as regards the safety of projects, could negatively impact our reputation and have a material adverse effect on our business, results of operations and financial condition.

Furthermore, changes to existing, or the introduction of new laws, regulations or licensing requirements are beyond our control and may be influenced by political or commercial considerations not aligned with our interests. Any such laws, regulations or licensing requirements could adversely affect our business by reducing our revenue and/or increasing our operating costs, and we may be unable to mitigate the impact of such changes. Any of these occurrences could have a material adverse effect on our business, results of operations and financial condition.

We may incur unanticipated costs related to compliance with health and safety and environmental laws and regulations

We have adopted safety standards to comply with applicable laws and regulations and safety requirements are contractually agreed with our contractors. If we and/or our contractors fail to comply with the relevant standards, either or both may be liable for penalties and our business and/or reputation might be materially and adversely affected.

In addition, we seek to ensure that we and our contractors comply with all applicable environmental, health and safety laws. While we believe we are in material compliance with such laws, there can be no assurance that we will not be subject to potential liability, including remediation obligations with respect to contaminated project sites or liability in the event of an accident at one of our projects. If an environmental liability arises in relation to, or an accident occurs at, any project owned or developed by us and it is not remedied, is not capable of being remedied or is required to be remedied at our cost, this may have a material adverse effect on the relevant project, our reputation and our business, results of operations and financial condition, either because of the cost implications for us or because of disruption to services provided at the relevant project. Moreover, it may result in a reduction of the value of the relevant project or affect our ability to dispose of such project.

Amendments to existing laws and regulations relating to health and safety standards and the environment may impose more onerous requirements on us and subject our developments to more rigorous scrutiny than is currently the case. Our compliance with such laws or regulations may necessitate further capital expenditure or subject us to other obligations or liabilities, which could have a material adverse effect on our business, results of operations and financial condition.

We may not have adequate insurance to cover potential losses

Although we seek to ensure that our projects are appropriately insured, no assurance can be given that any of our existing insurance policies will be sufficient to cover losses arising from certain events or will be renewed on equivalent, commercially reasonable terms or at all. In addition, given the volatility and complexity of our market, certain types of risks and losses are either uninsurable or uneconomical to insure (for example, among, others risks or losses relating to war, terrorism, geo-political climate, threats to cyber security, currency fluctuation, general economic crisis and inadequate succession planning). Furthermore, it may be difficult to identify appropriate insurance solutions to cover these risks, given the vast variety and complexity of products offered in the insurance market in recent years.

The occurrence of an uninsured or uninsurable loss could result in the loss of all or part of the capital invested in, or unrecoverable costs incurred to rectify the loss or pay compensation and anticipated future revenues relating to, any project that is damaged or destroyed. We may also remain liable for any debt or mortgage, indebtedness or other financial obligations related to the relevant project. The occurrence of any such event, could have a material adverse effect on our business, results of operations and financial condition.

In preparation for the Offering, we have implemented a number of new policies, processes, systems and controls which have a limited operating history

To date, we have operated as part of Emaar Properties, with policies, processes, systems and controls appropriate for a company of our size that has been part of a larger corporate group. In preparation for the Offering, we have implemented a number of new policies, processes, systems and controls to comply with the requirements for a publicly listed company on the DFM. While we believe that we will be in full compliance with these requirements from Admission, we have not been able to assess their performance over an extended period of time and therefore cannot provide assurances as to their efficacy. We will also continue to rely on certain services and systems provided by Emaar Properties, pursuant to the Relationship Agreement. As our business continues to grow, we will need to continue to develop and implement appropriate policies and controls. Any material inadequacies, weaknesses or failures in our policies, processes, systems and controls could have a material adverse effect on our business, results of operations and financial condition.

In the ordinary course of business, we may become subject to lawsuits

From time to time, we may in the ordinary course of business, be named as defendant in lawsuits, claims and other legal proceedings. Disputes may also arise in connection with construction or other contracts or agreements entered into with contractors, customers or other third parties. These actions may seek, among other things, compensation for alleged losses, civil penalties or injunctive or declaratory relief. If any such action is ultimately resolved unfavourably, and we are required to bear all or a portion of the costs arising as a result of a lack of, or inadequate insurance proceeds, the outcome could have a material adverse effect on our business, results of operations and financial condition.

We are exposed to interest rate volatility and inflation

Interest rates are highly sensitive to factors beyond our control, including the interest rate and other monetary policies of governments and central banks where our customers and potential customers are located and in whose currencies we borrow. If interest rates increase, we will be obliged to pay a higher rate of interest on our debt. Paying a higher rate of interest on our floating rate debt would result in an increase in our interest expense and may have a material adverse effect on our business, results of operations and financial condition.

Interest rates may also impact the attractiveness of real estate as an investment opportunity. Since the global financial crisis, interest rates have remained at historic lows. In recent years, rental yields available on residential investment properties in Dubai, such as the projects we develop, have been higher than returns available in certain other international real estate markets. There can be no assurance that this trend will continue. In addition, if interest rates increase materially, investment in real estate may become less appealing as an alternative to traditional financial investment products and could also deter potential customers from seeking mortgage financing to purchase our properties, which could have a material adverse effect on our business, results of operations and financial condition.

Inflation can also adversely affect our business by increasing our costs for material and labour, which we may not be able to subsequently pass on to our customers. In addition, inflation is often accompanied by higher interest rates, which could have a negative impact on demand for our properties and the cost of debt financing. Average annual consumer price inflation in the UAE was 2.35 per cent., 4.07 per cent. and 1.61 per cent. in 2014, 2015 and 2016, respectively, according to the UAE Federal Competitiveness and Statistics Authority. Should inflation or interest rates increase in the future, our business, results of operations and financial condition could be adversely affected by any of the following:

- decreasing sales as a result of decreased spending levels;
- increasing materials, labour and financing costs, and an inability to receive reimbursement from customers for their share of the increased expenses;
- higher contractual obligations due to exchange rate fluctuations; and/or
- other cost overruns.

Foreign exchange movements may adversely affect our profitability

We maintain our accounts and report our results in UAE dirhams, currently pegged to the U.S. dollar at a fixed exchange rate of 3.67 UAE dirhams to one U.S. dollar, and is the currency in which the substantial majority of our revenues are earned and our costs are incurred. Consequently, although there can be no assurance that foreign currency fluctuations will not adversely affect our profits and financial performance in the future, our management believes that the Company's operations are not generally subject to significant foreign exchange risk. However, all of our residential units are priced and sold in UAE dirhams. Consequently, if the U.S. dollar appreciates relative to the currencies which our prospective customers use to purchase our residential units, the demand for our residential units could be adversely affected. As a result, the performance of our business is exposed to foreign currency fluctuations relative to the UAE dirham.

In addition, there can be no assurance that the Government of the UAE will not de-peg the UAE dirham from the U.S. dollar in the future, which may have a material adverse effect on our business, results of operations and financial condition.

Risks Relating to the UAE, the MENA Region and Emerging Markets

Investments in emerging markets are subject to greater risks than more developed markets, including significant political, social and economic risks

All of our operations and assets are located in the UAE. While the UAE has historically not been affected by political instability, there is no assurance that any political, social, economic and market conditions affecting the MENA region generally (as well as outside the MENA region because of interrelationships within the global financial markets) would not have a material adverse effect on our business, results of operations and financial condition.

Specific risks in the UAE and the MENA region that may have a material impact on our business, results of operations and financial condition include:

- an increase in inflation and the cost of living;

- a devaluation in the currency of the UAE or any other currency which has an impact on our business;
- external acts of warfare and civil clashes or other hostilities involving nations in the region;
- governmental actions or interventions, including tariffs, protectionism and subsidies;
- difficulties and delays in obtaining governmental or other approvals, new permits and consents for our operations or renewing existing ones;
- potential lack of transparency or reliability as to title to real property;
- cancellation of contractual rights;
- lack of infrastructure;
- expropriation or nationalisation of assets;
- inability to repatriate profits and/or dividends;
- continued regional political instability and unrest, including government or military regime change, riots or other forms of civil disturbance or violence, including through acts of terrorism which could adversely affect the UAE economy;
- military strikes or the outbreak of war or other hostilities involving nations in the region;
- a material curtailment of the industrial and economic infrastructure development that is currently underway across the MENA region;
- increased government regulations, or adverse governmental activities, with respect to price, import and export controls, the environment, customs and immigration, capital transfers, foreign exchange and currency controls, labour policies, land and water use and foreign ownership;
- changing tax regimes, including the imposition of taxes in currently tax favourable jurisdictions, including the UAE;
- arbitrary, inconsistent or unlawful government action, including capricious application of tax laws and selective tax audits;
- limited availability of capital or debt financing; and
- slowing regional and global economic environment.

Any unexpected changes in the political, social, economic or other conditions in the UAE or its neighbouring countries may have a material adverse effect on our business, results of operations and financial condition.

It is not possible to predict the occurrence of events or circumstances such as or similar to those outlined above or the impact of such occurrences and no assurance can be given that we would be able to sustain our current profit levels if such events or circumstances were to occur.

Investors should also be aware that emerging markets are subject to greater risks than more developed markets, including in some cases significant legal, economic and political risks. Accordingly, investors should exercise particular care in evaluating the risks involved and must decide for themselves whether, in light of those risks, their investment is appropriate. Generally, investment in developing markets is only suitable for sophisticated investors who fully appreciate the significance of the risks involved.

To the extent that economic growth or performance in the region in which we operate slows or begins to decline, or political conditions become sufficiently unstable to have a material adverse effect on our business, results of operations and financial condition.

Legal and regulatory systems may create an uncertain environment for investment and business activities

The UAE's institutions and legal and regulatory systems are not yet as fully matured and as established as those of Western Europe and the United States. Existing laws and regulations may be applied inconsistently with anomalies in their interpretation or implementation. Such anomalies could affect our ability to enforce its rights under its contracts or to defend our business against claims by others. Changes in the UAE legal and regulatory environment, including in the ability of non-UAE residents to own property, in zoning, planning or construction regulations or building codes, in labour, welfare or benefit policies or in tax regulations could have a material impact on our business.

The UAE's economy is maturing, and in part due to its desire to accede to the World Trade Organisation, the UAE has begun, and we expect it will continue, to implement new laws and regulations which could impact the way we manage our project portfolio. For example, Law Dubai No. 27 of 2007 ("**Law No. 27**") concerning jointly owned properties sets out the framework for granting purchasers of individual residential units in a building freehold ownership rights to their residential units together with ownership of a proportionate share of the common areas in the building. Pursuant to directions supplementing Law No. 27, introduced on 13 April 2010 (the "**Directions**"), we are required to comply with certain disclosure requirements (for both new and existing projects), including, among others, an obligation to provide each customer with a jointly owned property declaration ("**JOPD**"). The JOPD is required to register the sale of a residential unit with the Dubai Land Department and if the disclosure requirements under the Directions are not satisfied, the relevant sale contract may be held to be void. We believe we are in compliance with the disclosure requirements in all material respects and in view of the current practice in this regard. However, if a large number of purchases of residential units from us or our subsidiary were held to be void, this could have a material adverse effect on our business, results of operations and financial condition. There can be no assurance that if laws or regulations were imposed in respect of the products and services offered by us it would not increase our costs, impact the costs that are associated with buying properties in Dubai, adversely affect the way in which we conduct our business or otherwise have a material adverse effect on our results of operations and financial condition. In addition, Pursuant to Law No. 27, the developer must register a master community declaration or a jointly owned property declaration with RERA, and the owners' association to be formed subsequently. However, the Law No. 27 is not fully implemented in Dubai and, as a matter of practice, RERA does not register owners' associations but does accept the filing of the strata documents (i.e. master community declaration or jointly owned property declaration). In the absence of registration of strata documents with RERA, the Company will remain responsible in respect of the management of the common areas of the projects and the collection of the service charges. Additionally, the Company may not be able to enforce the relevant provisions of Law No. 27 requiring purchasers/end users to comply with the rules of the strata documentation.

UAE visa legislation may have an adverse effect on our business

A federal decision No. 281 of 2009 issued by the Minister of the Interior in May 2009 (the "**Resolution**"), which came into effect on 1 June 2009 and standardised the terms of residency permits issued to expatriate residential property owners across the UAE. The decree allows expatriate property owners to apply for renewable multiple-entry visas with a validity of six months. The residency permit does not entitle the holder to work in the UAE and is in effect a long-term visit visa. In order to successfully apply for the new permit, expatriate property owners must satisfy certain criteria, including a minimum property valuation of at least AED1 million, earnings thresholds and the maintenance of appropriate insurance. While the Resolution was passed with the intention of standardising the previous rules and stimulating the domestic residential real estate market, it is not possible to assess whether the effect of the Resolution has had a positive or negative effect on levels of foreign investment in the UAE residential property market. Separately, the Dubai Government, through the Dubai Land Department, has introduced a two-year residency visa for residential property owners in Dubai, and, while the criteria for obtaining this residency visa is similar to the residency permit, it provides the holder with UAE residency status, allowing the individual to obtain an Emirates ID card, to obtain a UAE driving licence and to sponsor dependants (subject to meeting the relevant criteria for dependant sponsorship). Any further changes in the UAE's visa policies may discourage foreign nationals from investing in property in the UAE, which could have an adverse effect on our business, results of operations and financial condition.

The introduction of the value added tax in the UAE may have an adverse effect on our business and our financial position

The UAE announced the adoption of a value added tax ("**VAT**"), effective 1 January 2018. On 23 August 2017, the government published the Law No. 8 of 2017 regarding the VAT (the "VAT Law"). The executive regulations of VAT Law are expected to be announced before the end of 2017 and are expected to provide more details about products and services that will be subject to VAT and whether particular products will be zero-rated or exempted. As per the VAT Law, the first sale of residential units by developers is zero-rated, provided that the sale takes place within three years from the date of completion of the unit in question. All secondary sales of residential units are exempted. The executive regulations of the VAT Law are to provide more details and conditions about the parameters of such VAT treatment. There is no guarantee that our residential units will be zero-rated under the executive regulations of the VAT Law, and even if they will be zero-rated initially, there is no guarantee that they will be zero-rated in the future. If our residential units are to be exempted from VAT, we will not be able to claim a credit for the VAT we pay on inputs to construct them. Because exempting breaks the VAT's chain of credits on input purchases, we may have to absorb the cost of five per cent. VAT on all our input supplies and not be in a position to claim it back, which may adversely affect our profit margins. In all cases, the responsibility of accounting for VAT resides with us and there will be significant compliance costs for us in ensuring that we collect and remit the tax to the UAE Ministry of Finance and otherwise comply with the reporting requirements. Given that the VAT will be applicable on 1 January 2018, we will be under pressure to prepare for implementation within a limited time, and the challenges are compounded by the delay in announcing the executive regulations of the VAT Law. In addition, we have not yet determined the costs of upgrading our IT systems to manage the collection and remittance (if any) of the VAT or whether we will be in a position to begin properly to collect such taxes when they go into effect and if they apply to our business. There can be no assurance that the implementation of the VAT in the UAE will not adversely affect demand for our projects, that we will be able to pass on the taxes to our customers, or that the costs of upgrading our systems to manage the collection and remittance of the taxes (if any) or of any fines or other penalties to which we may be subject if we are unable to begin properly to collect the taxes when they go into effect will not be material, which could have a material adverse effect on our business, results of operations and financial condition.

Risks arising from unlawful or arbitrary governmental action

Governmental authorities in the UAE have a high degree of discretion and, at times, act selectively or arbitrarily, without hearing or prior notice, and sometimes in a manner that is contrary to law or influenced by political or commercial considerations. Such governmental action could include, among other things, the withdrawal of building permits, the expropriation of property without adequate compensation or the forcing of business acquisitions, combinations or sales. Any such action taken may have a material adverse effect on our business, results of operations and financial condition.

Risks Relating to the Offering and to the Shares

After the Offering, Selling Shareholder will continue to be able to exercise significant influence over us, our management and our operations

Immediately following the Offering, the Selling Shareholder will hold 80 per cent. of our share capital. As a result, the Selling Shareholder will be able to exercise control over our management and operations and over our shareholders' meetings, such as in relation to the payment of dividends and the appointment of the majority of the Directors to our Board of Directors and other matters. There can be no assurance that the interests of the Selling Shareholder will coincide with the interests of purchasers of the Shares. (See "*Subscription and Sale*" and "*Principal and Selling Shareholder*".)

Furthermore, the Selling Shareholder's significant Share ownership may: (i) delay or deter a change of control of the Company (including deterring a third party from making a takeover offer for the Company); (ii) deprive shareholders of an opportunity to receive a premium for their Shares as part of a sale of the Company; and (iii) affect the liquidity of the Shares, each of which could have a material adverse effect on the market price of the Shares. In addition, Emaar Properties, which will remain our controlling shareholder following the completion of the Offering, is engaged in the investment in, and the development and management of, among other things, a large portfolio of properties, including residential properties. As a result, there may be circumstances where our investments compete directly with the other properties that Emaar Properties operates (by itself or with a joint venture partner), and it may take decisions with respect to those properties that are adverse to the interests of our other shareholders.

Substantial sales of Shares by the Selling Shareholder following the expiry of the statutory lock-up period could depress the price of the Shares

Sales of a substantial number of Shares by the Selling Shareholder following the completion of the Offering may significantly reduce our share price. As required under applicable UAE law, the Selling Shareholder has agreed in the Underwriting Agreement (as described below) to certain restrictions on its ability to sell, transfer and otherwise deal in its Shares for a period of two years from the Closing Date, described in further detail in *"Subscription and Sale"* below. We are unable to predict whether, following the expiry of the statutory lock-up period, substantial amounts of Shares (in addition to those which will be available in the Offering) will be sold in the open market following the completion of the Offering. Any sales of substantial amounts of Shares in the public market, or the perception that such sales might occur, could materially and adversely affect the market price of the Shares.

The Offering may not result in an active or liquid market for the Shares

Prior to the Offering, there has been no public trading market for the Shares. We cannot guarantee that an active trading market will develop or be sustained following the completion of the Offering, or that the market price of the Shares will not decline thereafter below the Offer Price Range. The failure of an active trading market to develop may affect the liquidity of the Shares. The Shares may therefore be difficult to sell compared to the shares of companies with more liquid trading markets and the price of the Shares may be subject to greater fluctuation than might otherwise be the case. The trading price of the Shares may be subject to wide fluctuations in response to many factors, including stock market fluctuations and general economic conditions or changes in political sentiment, regardless of our actual performance or conditions in Dubai.

We may not pay cash dividends on the Shares. Consequently, you may not receive any return on investment unless you sell your Shares for a price greater than that which you paid for them

While we intend to pay dividends in respect of the Shares, there can be no assurance that we will do so. Any decision to declare and pay dividends in the future will be made at the discretion of our Board of Directors and will depend on, among other things, the availability of distributable reserves, our capital expenditure plans and other cash requirements in future periods and other factors that our Board of Directors may deem relevant. As a result, you may not receive any return on an investment in the Shares unless you sell your Shares for a price greater than that which you paid for them.

The DFM is significantly smaller in size than other established securities markets and there can be no assurance that a liquid market in the Shares will develop

The Company has applied for the Shares to be admitted to the Official List of Securities of the DFM. The DFM has been open for trading since September 2005, but its future success and liquidity in the market for the Shares cannot be guaranteed. The DFM is substantially smaller in size and trading volume than other established securities markets, such as those in the United States and the United Kingdom. As at 30 September 2017, there were 36 companies with securities traded on the DFM with a market capitalisation of approximately AED 134 billion.

These factors could generally decrease the liquidity and increase the volatility of the share prices, which in turn could increase the price volatility of the Shares and impair the ability of a holder of Shares to sell any Shares on the DFM in the desired amount and at the price and time achievable in more liquid markets.

It may be difficult for shareholders to enforce judgments against us in the UAE, or against our directors and senior management

The Company is in the process of being converted from a limited liability company to a public joint stock company incorporated in the UAE. All of our directors and officers reside outside the United States and the United Kingdom. In addition, all of our assets and the majority of the assets of our directors and senior management are located outside the United States and the United Kingdom. As a result, it may not be possible for US investors to effect service of process within the United States or the United Kingdom upon the Company or our directors and senior management or to enforce in the US courts or outside the United States judgments obtained against them in US courts or in courts outside the United States, including judgments predicated upon the civil liability provisions of the US federal securities laws or the securities laws of any state or territory within the United States. There is also doubt as to the enforceability in England and Wales and in the UAE, whether by original actions or by seeking to enforce judgments of US courts, of claims based on the federal securities laws of the United States. In addition, punitive damages in actions brought in the United States or elsewhere may be unenforceable in England and Wales and in the UAE.

Holders of the Shares in certain jurisdictions, including the United States, may not be able to exercise their pre-emptive rights if we increase our share capital

Under our Articles of Association (the "Articles") to be adopted with effect from, and conditional upon, Admission, holders of the Shares generally have the right to subscribe and pay for a sufficient number of our Shares to maintain their relative ownership percentages prior to the issuance of any new Shares in exchange for cash consideration. US holders of the Shares may not be able to exercise their pre-emptive rights unless a registration statement under the Securities Act is effective with respect to such rights and the related Shares or an exemption from the registration requirements of the Securities Act is available. Similar restrictions exist in certain other jurisdictions. We currently do not intend to register the Shares under the Securities Act or the laws of any other jurisdiction, and no assurance can be given that an exemption from such registration requirements will be available to enable US or other holders of the Shares to exercise their pre-emptive rights or, if available, that we will utilise such exemption. To the extent that the US or other holders of the Shares are not able to exercise their pre-emptive rights, the pre-emptive rights would lapse and the proportional interests of such US or other holders would be reduced.

12. Reasons for the Offering

The Offering is being conducted, among other reasons, to allow the Founder to sell part of their shareholding, while providing increased trading liquidity in the Shares and raising the Company's international profile.

All expenses of the Offering will be paid by the Selling Shareholder, except that the Company will be responsible for the fees for listing on the Dubai Financial Market.

13. Use of Proceeds

The Company will not receive any proceeds from the Offering, all of which will be received by the Selling Shareholder.

Third section: Financial disclosures

Summary of the Company's Actual Financial Statements and a Summary of Key Notes and Key Financial Indicators as of and for the three Years Ended 31 December 2014, 31 December 2015 and 31 December 2016

The following discussion and analysis should be read in conjunction with the Company and its subsidiaries (together referred to as the "Group") consolidated financial statements, including the notes thereto, included in this Prospectus as of and for the financial years ended 31 December 2014, 2015, and 2016. Investors should also read certain risks associated with the purchase of Offer Shares in the section entitled "Investment Risks".

1. Selected Consolidated Financial Information and Operating Data

The selected consolidated financial information set forth below shows our historical consolidated financial information and other unaudited operating information as at and for the years ended 31 December, 2014, 2015 and 2016.

The financial information set forth below under the captions ''Consolidated Statement of Comprehensive Income Data", ''Consolidated Statement of Financial Position Data" and ''Consolidated Statement of Cash Flows Data" has been derived from, and should be read in conjunction with, the Historical Financial Information included elsewhere in this Prospectus.

EBITDA and EBITDA margin are non-IFRS measures and were calculated by us based on data derived from our financial statements.

2. Consolidated Statement of Comprehensive Income Data

(US$ 1.00 = AED 3.673)

	2016 AED'000	*2015 AED'000*	*2014 AED'000*
Revenue	6,898,599	5,252,842	3,139,694
Cost of revenue	(4,037,246)	(2,857,976)	(1,298,740)
GROSS PROFIT	2,861,353	2,394,866	1,840,954
Selling, general and administrative expenses	(577,148)	(611,189)	(492,749)
Finance income	124,388	60,754	140,247
Finance costs	(13,865)	(16,486)	(35,811)
Other income	59,744	134,010	157,940
Share of results of joint venture	(2,575)	-	-
PROFIT FOR THE YEAR	2,451,897	1,961,955	1,610,581
Other comprehensive income	-	-	-
TOTAL COMPREHENSIVE INCOME FOR THE YEAR	2,451,897	1,961,955	1,610,581
ATTRIBUTABLE TO:			
Owners of the Parent	2,112,403	1,742,045	1,275,647
Non-controlling interest	339,494	219,910	334,934
	2,451,897	1,961,955	1,610,581
Earnings per share attributable to the owners of the Parent:			
- basic and diluted earnings per share (AED)	7,041,343	5,806,817	4,252,157

Consolidated Statement of Financial Position Data

	(US$ 1.00 = AED 3.673)		
	2016 AED'000	*2015 AED'000*	*2014 AED'000*
ASSETS			
Bank balances	9,753,544	9,460,972	7,394,389
Trade and unbilled receivables	1,472,280	1,053,979	719,782
Other assets, receivables, deposits and prepayments	1,777,140	909,206	591,901
Development properties	6,022,305	4,482,829	4,801,557
Loan to a joint venture	13,016	-	-
Property, plant and equipment	81,615	85,554	4
TOTAL ASSETS	19,119,900	15,992,540	13,507,633
LIABILITIES AND EQUITY			
Liabilities			
Trade and other payables	3,032,355	2,830,206	2,699,342
Advances from customers	8,135,670	7,876,668	7,323,532
Retentions payable	418,745	431,960	407,796
Employees' end-of-service benefits	17,390	15,005	10,448
TOTAL LIABILITIES	11,604,160	11,153,839	10,441,118
EQUITY			
Equity attributable to owners of the Parent			
Share capital	300	300	300
Statutory reserve	150	150	150
Shareholder's contribution	6,751,772	4,289,227	2,736,951
	6,752,222	4,289,677	2,737,401
Non-controlling interests	763,518	549,024	329,114
TOTAL EQUITY	7,515,740	4,838,701	3,066,515
TOTAL LIABILITIES AND EQUITY	19,119,900	15,992,540	13,507,633

<u>DEVELOPMENT PROPERTIES</u>:

	2016 AED'000	*2015 AED'000*	*2014 AED'000*
Balance at the beginning of the year	4,482,829	4,801,557	4,123,935
Add: Costs incurred during the year	5,625,822	2,662,006	1,993,097
Less: Costs transferred to property, plant and equipment	-	(85,516)	-
Less: Costs transferred to cost of revenue during the year	(4,037,246)	(2,857,976)	(1,298,740)
Less: Transferred to Ultimate Parent (i)	(49,100)	(37,242)	(16,735)
Balance at the end of the year	6,022,305	4,482,829	4,801,557

(i) Represents infrastructure cost of build to lease/operate assets (BTL/BTO) charged to Ultimate Parent as per MTA. As agreed in the MTA, development of all infrastructure relating to the projects, including BTL/BTO assets will be carried out by the Company and transferred to the Ultimate Parent at an agreed rate.

Consolidated Statement of Changes in Equity Data

	Share capital AED'000	Statutory reserve AED'000	Shareholder's contribution AED'000	Total AED'000	Non-controlling interests AED'000	Total equity AED'000
	Attributable to the owners of the Parent					
Balance at 1 January 2016	300	150	4,289,227	4,289,677	549,024	4,838,701
Profit for the year	-	-	2,112,403	2,112,403	339,494	2,451,897
Other comprehensive income for the year	-	-	-	-	-	-
Total comprehensive income for the year	-	-	2,112,403	2,112,403	339,494	2,451,897
Movement in shareholder's contribution	-	-	350,142	350,142	-	350,142
Dividend of a subsidiary	-	-	-	-	(125,000)	(125,000)
Balance at 31 December 2016	300	150	6,751,772	6,752,222	763,518	7,515,740
Balance at 1 January 2015	300	150	2,736,951	2,737,401	329,114	3,066,515
Profit for the year	-	-	1,742,045	1,742,045	219,910	1,961,955
Other comprehensive income for the year	-	-	-	-	-	-
Total comprehensive income for the year	-	-	1,742,045	1,742,045	219,910	1,961,955
Movement in shareholder's contribution	-	-	(189,769)	(189,769)	-	(189,769)
Balance at 31 December 2015	300	150	4,289,227	4,289,677	549,024	4,838,701
Balance at 1 January 2014	300	150	671,361	671,811	(5,820)	665,991
Profit for the year	-	-	1,275,647	1,275,647	334,934	1,610,581
Other comprehensive income for the year	-	-	-	-	-	-
Total comprehensive income for the year	-	-	1,275,647	1,275,647	334,934	1,610,581
Movement in shareholder's contribution	-	-	789,943	789,943	-	789,943
Balance at 31 December 2014	300	150	2,736,951	2,737,401	329,114	3,066,515

Consolidated Statement of Cash Flows Data

	(US$ 1.00 = AED 3.673)		
	2016 AED'000	*2015 AED'000*	*2014 AED'000*
CASH FLOWS FROM OPERATING ACTIVITIES			
Profit for the year	2,451,897	1,961,955	1,610,581
Adjustments for:			
Share of results of joint venture	2,575	-	-
Depreciation	11,344	34	3
Provision for employees' end-of-service benefits, net	2,385	4,557	1,623
(Reversal)/provision for doubtful debts	(8,347)	19,007	-
Finance costs	13,865	16,486	35,811
Finance income	(124,388)	(60,754)	(140,247)
Cash from operations before working capital changes	2,349,331	1,941,285	1,507,771
Trade and unbilled receivables	(409,954)	(353,204)	(149,423)
Other assets, receivables, deposits and prepayments	(865,150)	(313,731)	(433,680)
Development properties	(1,539,476)	233,212	(966,651)
Advances from customers	259,002	553,136	3,366,240
Trade and other payables	188,894	115,163	130,556
Retentions payable	(13,215)	24,164	73,768
Net cash flows (used in)/ from operating activities	(30,568)	2,200,025	3,528,581
CASH FLOWS FROM INVESTING ACTIVITIES			
Finance income received	121,604	57,180	43,044
Loan to a joint venture	(15,441)	-	-
Amounts incurred on property, plant and equipment	(7,405)	(68)	-
Investment in a joint venture	(150)	-	-
Deposits maturing after three months	(561,169)	182,138	(2,473,800)
Net cash flows (used in)/ from investing activities	(462,561)	239,250	(2,430,756)
CASH FLOWS FROM FINANCING ACTIVITIES			
Finance costs paid	(610)	(785)	(31,549)
Repayment of loans to financial institutions	-	-	(760,220)
Dividend paid by a subsidiary to the non-controlling interests	(125,000)	-	-
Movement in shareholder's contribution	350,142	(189,769)	789,943
Net cash flows from/ (used in) financing activities	224,532	(190,554)	(1,826)
(DECREASE)/ INCREASE IN CASH AND CASH EQUIVALENTS	(268,597)	2,248,721	1,095,999
Cash and cash equivalents at the beginning of the year	6,869,310	4,620,589	3,524,590
CASH AND CASH EQUIVALENTS AT THE END OF THE YEAR	6,600,713	6,869,310	4,620,589

Interim Consolidated Statement of Comprehensive Income Data

	(US$ 1.00 = AED 3.673)	
	30 September 2017 AED'000 *(Unaudited)*	*30 September 2016 AED'000 (Unaudited)*
Revenue	**6,508,387**	5,129,772
Cost of revenue	**(3,758,283)**	(2,980,696)
GROSS PROFIT	**2,750,104**	2,149,076
Selling, general and administrative expenses	**(438,459)**	(404,023)
Finance income	**90,155**	87,065
Finance costs	**(10,950)**	(10,588)
Other income	**54,976**	46,577
Share of results of joint venture	**(3,548)**	(1,627)
PROFIT FOR THE PERIOD	**2,442,278**	1,866,480
Other comprehensive income	**-**	-
TOTAL COMPREHENSIVE INCOME FOR THE PERIOD	**2,442,278**	1,866,480
ATTRIBUTABLE TO:		
Owners of the Parent	**2,105,773**	1,596,915
Non-controlling interest	**336,505**	269,565
	2,442,278	1,866,480
Earnings per share attributable to the owners of the parent:		
- basic and diluted earnings per share (AED)	**7,019,243**	5,323,050

Interim Consolidated Statement of Financial Position Data

	(US$ 1.00 = AED 3.673)	
	30 September 2017 AED'000 (Unaudited)	*31 December 2016 AED'000*
ASSETS		
Bank balances	**10,167,361**	9,753,544
Trade and unbilled receivables	**1,346,284**	1,472,280
Other assets, receivables, deposits and prepayments	**2,855,042**	1,777,140
Development properties	**6,491,784**	6,022,305
Loans to joint ventures	**378,939**	13,016
Property, plant and equipment	**70,808**	81,615
TOTAL ASSETS	**21,310,218**	19,119,900
LIABILITIES AND EQUITY		
Liabilities		
Trade and other payables	**3,548,033**	3,032,355
Advances from customers	**8,031,798**	8,135,670
Retentions payable	**473,174**	418,745
Employees' end-of-service benefits	**20,784**	17,390
TOTAL LIABILITIES	**12,073,789**	11,604,160
EQUITY		
Equity attributable to owners of the Parent		
Share capital	**300**	300
Statutory reserve	**150**	150
Shareholder's contribution	**8,355,956**	6,751,772
	8,356,406	6,752,222
Non-controlling interests	**880,023**	763,518
TOTAL EQUITY	**9,236,429**	7,515,740
TOTAL LIABILITIES AND EQUITY	**21,310,218**	19,119,900

Interim Consolidated Statement of Changes in Equity Data

(US$ 1.00 = AED 3.673)

	Attributable to the owners of the Parent					
	Share capital	*Statutory reserve*	*Shareholder's contribution*	*Total*	*Non-controlling interests*	*Total equity*
	AED'000	*AED'000*	*AED'000*	*AED'000*	*AED'000*	*AED'000*
Balance at 31 December 2016	300	150	6,751,772	6,752,222	763,518	7,515,740
Profit for the period	-	-	2,105,773	2,105,773	336,505	2,442,278
Other comprehensive income for the period	-	-	-	-	-	-
Total comprehensive income for the period	-	-	2,105,773	2,105,773	336,505	2,442,278
Dividend of a subsidiary	-	-	-	-	(220,000)	(220,000)
Movement in shareholder's contribution	-	-	(501,589)	(501,589)	-	(501,589)
Balance at 30 September 2017	**300**	**150**	**8,355,956**	**8,356,406**	**880,023**	**9,236,429**
Balance at 31 December 2015	300	150	4,289,227	4,289,677	549,024	4,838,701
Profit for the period	-	-	1,596,915	1,596,915	269,565	1,866,480
Other comprehensive income for the period	-	-	-	-	-	-
Total comprehensive income for the period	-	-	1,596,915	1,596,915	269,565	1,866,480
Movement in shareholder's contribution	-	-	57,336	57,336	-	57,336
Balance at 30 September 2016	300	150	5,943,478	5,943,928	818,589	6,762,517

Interim Consolidated Statement of Cash Flows Data

	30 September 2017 AED'000 (unaudited)	*30 September 2016 AED'000 (unaudited)*
	(US$ 1.00 = AED 3.673)	
CASH FLOWS FROM OPERATING ACTIVITIES		
Profit for the period	**2,442,278**	1,866,480
Adjustments for:		
Share of results of joint venture	**3,548**	1,627
Depreciation	**10,863**	7,722
Provision for employees' end-of-service benefits, net	**3,394**	3,929
Finance costs	**10,950**	10,588
Finance income	**(90,155)**	(87,065)
Cash from operations before working capital changes	**2,380,878**	1,803,281
Trade and unbilled receivables	**125,996**	(299,510)
Other assets, receivables, deposits and prepayments	**(1,078,399)**	(351,403)
Development properties	**(469,479)**	(999,789)
Advances from customers	**(103,872)**	288,802
Trade and other payables	**515,678**	406,516
Retentions payable	**54,429**	94,750
Net cash flows from operating activities	**1,425,231**	942,647
CASH FLOWS FROM INVESTING ACTIVITIES		
Finance income received	**90,652**	81,937
Loan to joint ventures	**(369,321)**	(7,022)
Amounts incurred on property, plant and equipment	**(56)**	(7,747)
Investment in a joint venture	**(150)**	(150)
Deposits maturing after three months	**1,091,666**	(328,901)
Net cash flows from / (used in) investing activities	**812,791**	(261,883)
CASH FLOWS FROM FINANCING ACTIVITIES		
Finance costs paid	**(10,950)**	(10,588)
Dividend paid by a subsidiary to the non-controlling interests	**(220,000)**	-
Movement in shareholder's contribution	**(501,589)**	57,336
Net cash flows (used in) / from financing activities	**(732,539)**	46,748
INCREASE IN CASH AND CASH EQUIVALENTS	**1,505,483**	727,512
Cash and cash equivalents at the beginning of the period	**6,600,713**	6,869,310
CASH AND CASH EQUIVALENTS AT THE END OF THE PERIOD	**8,106,196**	7,596,822

3. Dividend policy

Our ability to pay dividends is dependent on a number of factors, including the availability of distributable reserves and our capital expenditure plans and other cash requirements in future periods, and there is no assurance that we will pay dividends or, if a dividend is paid, what the amount of such dividend will be.

We are targeting to distribute aggregate dividends of no less than $1.7 billion, to be paid in respect of the next three financial years ending 31 December 2020, with the first post-IPO dividend to be paid in the third quarter of 2018. We are targeting the payment of these dividends in equal instalments, subject to our cash requirements for land purchases, debt repayment and operating expenditure. For the dividends declared with respect to the 2018 financial year, we intend to pay a portion in the third quarter of 2018 as an interim dividend, with the remainder expected to be paid in the second quarter of 2019. Dividends in respect of the 2019 and 2020 financial years are expected to be paid in the second quarter of the following year, after the annual general meeting. Thereafter, we expect annual dividend payments to increase further due to lower leverage and higher expected cash flows from operations.

Fourth section: Notice of Constitutive General Assembly

The notice set out below is relevant for all Subscribers which have been allocated Shares. It calls for convening the Constitutive General Assembly meeting at the date, time and place set out in the notice. All Subscribers are entitled to attend and vote at such meeting. Any voting rights of any Subscriber attending the General Assembly meeting shall correspond to the number of Shares such Subscriber receives following the allotment process.

Notice of Constitutive General Assembly meeting

Date: 26 October 2017

Dear Sir or Madam,

Thank you for applying to purchase shares in **Emaar Development PJSC** (a public joint stock company, under incorporation in the Emirate of Dubai, United Arab Emirates) ("**Company**").

This is to notify you that in accordance with Article (131) of the UAE Commercial Companies Law No. 2 of 2015, the Founders Committee of the Company are pleased to invite you to attend the first meeting of the constitutive general assembly which will be held at the Address Hotel Dubai, at 9 am on 20 November 2017.

If the required quorum for the first meeting is not present, a second meeting will be held at the same venue on 26 November 2017 at 9 am.

The constitutive general assembly is valid with the attendance of shareholders or their representatives holding 50 per cent or more of the shares of the Company and the assembly will be chaired by the person elected by the assembly from amongst the Founders.

The agenda of the constitutive general assembly is as follows:

1. Reviewing and ratifying the Founders Committee's report in respect of the incorporation of the Company and its related expenses.
2. Approving the Memorandum of Association and Articles of Association of the Company.
3. Approving the appointment of the first Board of Directors for three years as per article 23 of the Articles of Association of the Company.
4. Approving the appointment of the Company's auditor.
5. Announcing the incorporation of the Company.

The Founders and all persons to whom Shares in the Company have been allocated may attend the meeting in person or through an authorized representative**.** Each Shareholder shall have a number of votes equal to the number of Shares that he owns. In the event a representative of the shareholder will attend, he/she must bring along a written proxy authorizing his/her attendance on behalf of the original shareholder (attached is a sample proxy). It should be noted that if the proxy holder is not a shareholder, then the proxy needs to be notarized and the proxy holder should not be one of the Company's Board members; and the proxy holder should not be representing shares for more than one shareholder of a value that exceed 5% of the share-capital of the Company.

Any change in the dates above will be announced through the local newspapers following receipt of approval from the Securities and Commodities Authority of the United Arab Emirates.

Should you attend in person, kindly bring your proof of identification (identification card, passport). If you are attending through an authorized representative, a certified copy of your passport and the original passport of your representative are required and the notarized power of attorney.

Yours faithfully,

Founders' Committee

Form of Proxy

Proxy for Attending and Voting at the Constitutive General Assembly meeting of Emaar Development PJSC

(Under Incorporation)

We/I, the undersigned………………., herby appoint and authorize pursuant to this proxy Mr./ Ms …………(the "**Attorney**") to attend the Constitutive General Assembly meeting of Emaar Development PJSC (Under Incorporation) on my/our behalf. The Attorney shall have the right to vote on all matters discussed in the meeting whether the meeting was held on its original date or postponed to any other date. The Attorney shall also have the right to sign all decisions and documents in this regard.

Signature:

____

Messers:

Date:

Fifth section: Other details

1. Mechanism for adopting a governance system in the Company

The Board is committed to standards of corporate governance that are in line with international best practice. As at the date of this Prospectus, and on and following listing of the Shares on the DFM, the Board complies and intends to continue complying with the corporate governance requirements applicable to public joint stock companies listed on the DFM as set out in the Governance Rules and Corporate Discipline Standards issued on 28 April 2016 pursuant to Ministerial Decree no. R.M/7 of 2016 (the "**Governance Rules**"). The Company will report to its shareholders and to the Authority on its compliance with the Governance Rules, in accordance with the provisions thereof.

As envisaged by the Governance Rules, the Board has established two permanent committees: an Audit Committee and a Nomination and Remuneration Committee. If the need should arise, the Board may set up additional committees as appropriate. The Chairman is not permitted to be a member of either the Audit Committee or the Nomination and Remuneration Committee. The Governance Rules require that the majority of the Board must be comprised of non-executive directors, and that at least one third of the Board must be independent in accordance with the criteria set out in the Governance Rules. As of the date of this Prospectus, the Board consists of non-executive Directors (other than the Chairman) (the "Non-Executive Directors"). The Company regards all of the Non-Executive Directors, as "independent members of the Board" within the meaning of the Governance Rules and free from any business or other relationship that could materially interfere with the exercise of their independent judgment.

The Governance Rules further require that the Board meet at least once every three months.

The Governance Rules apply to all companies listed on the DFM. These requirements include, inter alia:

(a) Entering into related parties transactions: The Company shall not enter into transactions with Related Parties without the consent of the Board of Directors in cases where the value of the transaction does not exceed (5%) of the issued share capital of the Company, and with the approval of the general assembly where such percentage threshold is exceeded. The Company is not allowed to enter into transactions that exceed (5%) of the issued capital unless the transaction has evaluated by an assessor accredited by the Authority. The Related Party who has an interest in the transaction shall not participate in voting in terms of the decision taken by the Board of Directors or the general assembly in respect of this transaction.

(b) In the event of a significant change to the terms of the transaction after approval, another approval must be obtained from the Board of Directors or the general assembly, as the case may be. The deal which exceeds (5%) of the issued capital shall be re-evaluated and its conditions shall be reviewed before its conclusion by an assessor accredited by the Authority at the Company's expense.

(c) The following shall be liable for damages to the Company if transactions with the Related Parties are concluded in violation of the Governance Rules or if it is proven that the transaction or the deal is unfair or involves a conflict of interests and incurs damages to the shareholders:

    (i) The Related Party with whom the transaction was entered into;

    (ii) The Board of Directors if the decision was issued by consensus. However, if the decision was issued by the majority, dissenting directors shall not be held liable in the event that they have recorded their objection in the minutes. If one of the members did not attend the meeting in which the decision was issued, he is still responsible for the decision unless he proves that he was unaware of the decision or was aware of it but could not object thereto

(d) In the event the Company enters into any related parties transaction, each shareholder holding at least (5%) five per cent. of the Shares, shall have the right to:

- Consult and check all documents and deeds pertaining to the transaction and appoint an “independent auditor” on its own expenses to review the transaction.

- File legal proceedings before the competent court against the parties to the transaction to oblige them to provide all documents and deeds and shall have the rights to ask questions to the parties of the transaction to get clarifications, and in the event the transaction proved to be unfair or involving a conflict of interests and harming the other shareholders’ interests, the court may void the transaction and force the related party to pay the Company any profit or benefit achieved, in addition to the compensation in the event any damage proved to be suffered by the Company.

(e) The Company shall maintain a register for Related Parties where the names of such parties shall be recorded together with their transactions, in details, and actions taken in relation thereto. The Company shall provide documents of the transactions with Related Parties and the nature of those transactions, size, and details of each transaction, and shall inform the shareholders of such transactions in the general assembly.

(f) Prior to entering into a transaction between a Related Party and the Company or any of its subsidiaries reaching 5% of the issued share capital of the Company, the Related Party shall disclose immediately in writing, addressed to the Board of Directors, the nature of the deal, conditions and all substantial information about his share or his stake in the two contracting companies and his interest or benefit, which the Board of Directors is required to immediately disclose to the Authority and the Market.

(g) The details of the deal referred to in paragraph (f) above, together with the conditions and conflict of interests of Related Party shall be listed in the annual financial statements submitted to the general assembly, and this data shall be published on the website of the Market and the Company.

(h) The Board of Directors shall set written rules regarding the trading of Board members and employees of the Company in the securities issued by the Company or its, subsidiaries, or its sister companies. In addition, the Board of Directors shall prepare a special and comprehensive register for all insiders, including persons who could be considered as insiders on a temporary basis and who are entitled to or have access to inside information of the Company prior to publication. The record shall also include prior and subsequent disclosures of the insiders. a committee will be established to be responsible for the management, follow-up, and supervision of insiders' trading and their ownerships, maintain the register and submit periodic statements and reports to DFM.

(i) By way of exception, the Authority exempts the Company from Article 4(b) of the Governance Rules and permits the roles of chairman and managing director of the Board to be combined and held by one person.

2. Company’s proposed management structure

- **Company’s Board structure**

The Board consists of 7 Directors of which there is one executive member and six non-executive Directors, three of whom are independent Directors.

The management expertise and experience of each of the Directors is set out below:

Mohamed Alabbar - Chairman of the Board
A global entrepreneur with active interests in real estate, retail, luxury hospitality and now e-commerce, technology, logistics and the food industry, Mohamed Alabbar is the Founder Chairman of Emaar Properties, the leading developer of iconic assets such as

Burj Khalifa. A graduate of Finance and Business Administration from Seattle University in the U.S., Mr. Alabbar also holds an Honorary Doctorate from the same university.

Ahmed Jawa - Non-Executive Board Member
Mr Jawa is an entrepreneur and founder of Starling Holding, a global investment group dealing with private equity and direct investments worldwide. He is also the founder of Contracting and Trading Company, which oversees investment opportunities in the GCC. Mr Jawa also had a joint venture with Walt Disney Company for consumer products in the Middle East, and is also a board member of RAK Petroleum Company, a publicly traded company in Norway.

Jamal Bin Theniyah - Non-Executive Board Member

Mr Bin Theniyah previously served as Non-Executive Director and Vice Chairman of DP World. He was appointed Managing Director in 2001 and became the DP World Vice Chairman in 2005. He was serving as the CEO of Port & Free Zone World, and was appointed Non-Executive Independent Director of Etihad Rail Company in 2009.

Arif Al Dehail - Non-Executive Board Member
Mr Al Dehail is currently serving as CEO of the Dubai Port Authority. He was previously CEO of the Department of Planning & Development, the regulatory arm of Ports, Customs & Free Zone Corporation; and Chairman & CEO of P&O Ports. He also served as Assistant Managing Director of DP World - UAE region, having worked on several key projects in the UAE and within DP World global portfolio.

Her Excellency Dr Aisha Bin Bishr - Non-Executive Independent Board Member
Dr Bin Bishr is currently serving as Director General of Smart Dubai Office, the government entity overseeing Dubai's citywide smart transformation. She previously worked as Assistant Director General of the Executive Office and Assistant Undersecretary in the Ministry of Labor, UAE.

Adnan Kazim - Non-Executive Independent Board Member
Mr Kazim is a senior executive of the Emirates Group, currently serving as Divisional Senior Vice President of Strategic Planning, Revenue Optimisation & Aeropolitical Affairs. He joined Emirates in 1992 and has held various positions including Senior Vice President, Gulf, Middle East & Iran; and Senior Vice President, Africa, of Commercial Operations at Emirates Airline.

Abdulla Mohammed Al Awar - Non-Executive Independent Board Member
Mr Al Awar is currently serving as CEO of Dubai Islamic Economy Development Centre. He has previously held various executive positions while working for the Dubai International Financial Centre (DIFC), and served as its CEO from 2009 to 2012. He has also served as member of the Economic Committee of the Executive Council of Dubai, a member of the Dubai Free Zones Council and a board member of Bourse Dubai among others.

- **Senior Management**

In addition to the members of the Board, the day-to-day management of our operations is conducted by our senior management team, as follows:

Name	Age	Position
Chris O'Donnell	60	Chief Executive Officer
Sunil Grover	45	Chief Financial Officer

John Carfi	51	CEO of Development and Project
Rasha Hassan	43	Chief Commercial Officer
Milosha Mascarenhas	32	Design Director
Rami El Tawil	33	Head of Marketing
Jeevan D'Mello	50	Chief Customer Officer
Walid Karam	49	Legal Counsel

Chris O'Donnell - Chief Executive Officer

Chris O'Donnell has over 40 years of real estate industry experience. Prior to joining Emaar, he served as the Group Director of Real Estate of the Al Futtaim Group from 2012 to 2016, as CEO of Nakheel LLC from 2006 to 2011 and as Managing Director of the Investa Property Group from 2000 to 2006. Chris also served in management positions at Westpac Investment Property Limited, Lend Lease Property Investment Services Limited and the Capital Property Group. Chris holds a diploma in Business (Real Estate Management) from the Canberra Institute of Technology, as well as a New Zealand Certificate in Building and a Certificate of Endorsement - Quantity Surveying from the Wellington Polytechnic. Chris is a fellow of the Australian Institute of Company Directors, a Fellow of the Australian Property Institute and an Affiliate Member of the Australian Institute of Quantity Surveyors.

Sunil Grover - Chief Financial Officer

Mr Grover joined Emaar Properties in March 2000. He has over 20 years of experience in finance, accounting, budgeting, planning and reporting. Prior to joining Emaar, Mr Grover worked with Noida Power Company Limited (RPG Group Company). He holds a Bachelor of Commerce from the University of Delhi. He is a certified Company Secretary from Institute of Company Secretaries of India (ICSI) and has also passed Uniform Certified Public Accountant Examination from American Institute of Certified Accountants (AICPA).

John Carfi - CEO of Development and Projects

Mr Carfi joined Emaar Properties in March 2017, bringing over 30 years of proven experience in large scale mixed use residential and commercial property development. Mr Carfi was previously CEO of Residential Development for Mirvac, leading a team of over 900 professionals, working across acquisition, construction, sales, marketing, design and development, in Australia. John holds post-graduate qualifications from the University of Chicago Booth School of Business and INSEAD, as well as a Bachelor of Applied Science in Building Construction Technology from the University of Technology, Sydney.

Rasha Hassan - Chief Commercial Officer

Rasha Hassan has over 13 years of real estate industry experience and 20 years of experience in management positions. She has been with Emaar since 2004, serving in Residential and Commercial Property Sales and Leasing, as the head of Customer services and Property Management and presently as Chief Commercial Officer, overseeing the operations of sales, as well as Emaar's property services company, Hamptons. Rasha holds a degree in Finance from Al Turath University.

Rami El Tawil - Head of Marketing

Rami El Tawil has over eight years of experience in the real estate industry and 12 years of senior management experience. He has been with Emaar since 2012, serving as both Director and Senior Corporate Director of Media, Sponsorship & Media Business Development, as Senior Commercial Director and presently as the Head of Marketing, developing and implementing Emaar's marketing strategy. Prior to joining Emaar, Rami served as a Media Manager for Abu Dhabi Media and the MEC media agency. He holds an Executive Masters in Business Administration from the University of Atlanta.

Milosha Mascarenhas - Design Director

Milosha Mascarenhas has over 10 years of industry experience. She has been with Emaar since 2015, serving as Architect, Project Manager and presently as Design Director. Prior to joining Emaar, Milosha worked as a senior architect and project managers for various consultancies in Dubai, including for RSP Architects Planners & Engineers, Woods Bagot and Mathew & Ghosh Architects. Milosha holds a Bachelor's degree in Architecture from Goa University.

Jeevan D'Mello - Chief Customer Officer

Jeevan D'Mello has over 29 years of industry experience. He has been with Emaar since 2002, serving as Senior Director of Community Management and presently as Chief Customer Officer. Jeevan also is a lecturer and faculty member at the Dubai Real Estate Institute. Prior to joining Emaar, Jeevan held positions at NRI Network Corporation Limited, HSBC Bank Middle East. Jeevan holds a diploma in Architecture from the Academy of Architecture and is a Certified Manager of Community Associations by the Community Associations Institute.

Walid Karam - Legal Counsel

Walid Karam has over 26 years of law and legal consulting experience. He has been with Emaar since 2007, serving as Head of Legal, Direct of Legal and currently as Senior Direct, Legal. Prior to joining Emaar, Walid worked for six years for Habib Al Mulla & Co., a leading local law firm in Dubai, as well as for Emile Kanaan & Co., a leading law firm in Beirut. He holds a Bachelor Degree in Law from Saint Joseph University in Beirut, Lebanon.

- **Conditions of eligibility, election, removal and proposed names of the Company's first Board formation:**

  Board members will be elected by an Ordinary General Assembly Meeting by secret ballot. However, the first appointment of the Directors was made by the Founders.

- **Director's competencies and responsibilities:**

  The principal duties of the Board are to provide the Company's strategic leadership, to determine the fundamental management policies of the Company and to oversee the performance of the Company's business. The Board is the principal decision making body for all matters that are significant to the Company, whether in terms of their strategic, financial or reputational implications. The Board has final authority to decide on all issues save for those which are specifically reserved to the General Meeting of shareholders by law or by the Company's Articles of Association.

  The key responsibilities of the Board include:

  - determining the Company's strategy, budget and structure;
  - approving the fundamental policies of the Company;
  - implementing and overseeing appropriate financial reporting procedures, risk management policies and other internal and financial controls;

- proposing the issuance of new ordinary shares and any restructuring of the Company;
- appointing executive management;
- determining the remuneration policies of the Company and ensuring the independence of Directors and that potential conflicts of interest are managed; and
- calling shareholder meetings and ensuring appropriate communication with shareholders.

Members of the Board are appointed by the shareholders for three-year terms. Board members may serve any number of consecutive terms.

All members of the Board will be formally appointed at the constitutive general assembly of the Company (the **Constitutive General Assembly)** which will be held on 20 November 2017. The business address of each of the Directors is P.O. Box 48882, Dubai, UAE.

3. Board Committees

In line with the Governance Rules, the Board will be assisted by two Board-level committees: Audit and Risk Committee and Nomination and Remuneration Committee.

- **Audit and Risk Committee**

  The Audit and Risk Committee assists the Board in discharging its responsibilities with regard to financial reporting, external and internal audits and controls, including reviewing and monitoring the integrity of the Company's annual and interim financial statements, reviewing and monitoring the extent of the non-audit work undertaken by external auditors, advising on the appointment of external auditors, overseeing the Company's relationship with its external auditors, reviewing the effectiveness of the external audit process, and reviewing the effectiveness of the Company's internal control review function. The ultimate responsibility for reviewing and approving the annual report and accounts remains with the Board. The Audit Committee will give due consideration to the applicable laws and regulations of the UAE, the Authority and the DFM, including the provisions of the Governance Rules.

  The Governance Rules require that the Audit and Risk Committee must be comprised of at least three members who are non-executive Directors and that the majority of members must be independent. One of the independent members must be appointed as the Chairman of the Audit and Risk Committee. In addition, at least one member is required to have recent and relevant audit and accounting experience. The Audit and Risk Committee will be chaired by one of the independent members and will include other members elected by the Board.

  The Audit and Risk Committee has taken appropriate steps to ensure that the Company's Auditors are independent of the Company as required by the Governance Rules and has obtained written confirmation from the Company's Auditors that they comply with guidelines on independence issued by the relevant accountancy and auditing bodies.

- **Nomination and Remuneration Committee**

  The Nomination and Remuneration Committee assists the Board in discharging its responsibilities relating to the composition and make-up of the Board and any committees of the Board. It is responsible for evaluating the balance of skills, knowledge and experience and the size, structure and composition of the Board and committees of the Board and, in particular, for monitoring the independent status of the independent Non-Executive Directors. It is also responsible for periodically reviewing the Board's structure and identifying potential candidates to be appointed as Directors or committee members as the need may arise. In addition, the Nomination and Remuneration Committee assists the Board in determining its responsibilities in relation to remuneration, including making recommendations to the Board on the Company's policy on executive remuneration, setting the over-arching principles, parameters and governance framework of the Group's remuneration policy and determining the individual remuneration and benefits package of each of the Company's Executive Directors and senior management.

The Governance Rules require the Nomination and Remuneration Committee to be comprised of at least three non-executive Directors, of whom at least two must be independent. The chairman of the Nomination and Remuneration Committee must be chosen from amongst the independent committee members, and its other members will be nominated by the Board.

- **Other committees**

  In addition to the two Board committees described above, we also intend to establish a Steering Committee. The purpose of this committee is expected to provide internal, executive level, oversight and to make decisions in areas that are critical to the Company' operations, including, for example:

  - formulating the Company's strategic plan;
  - implementing operating plans and monitoring the Company's progress against approved budgets and established key performance indicators;
  - monitoring all risk, insurance and health and safety issues;
  - reviewing operational challenges, deficiencies and any complaints;
  - reviewing corporate compliance; and
  - identifying business improvement opportunities.

- **Internal audit**

  Our internal audit function will be outsourced to an independent audit firm. In the long term, we expect to establish our own in-house internal audit function.

4. Shareholders' rights and responsibilities

The Shareholders' key rights as per the Companies Law and the Articles of Association are as follows:

- The right to dividend distributions determined by the General Assembly.
- The priority right to subscribe for new shares in secondary offerings and to receive their share of the assets upon liquidation of the Company.
- The right to attend General Assembly Meetings and receive a copy of the Company's financial statements.
- The right to request the nullity of any resolutions passed at the General Assembly and to prosecute the board members.
- The right to be nominated as a member of the Board of Directors.
- The right to appoint the auditors of the Company and determine their remuneration.

- The limitation of liability of the shareholder to the payment of the purchased share value, but not for the Company's debts except within the limits of the nominal value of his shares.

5. Memorandum of Association and Articles of Association

The full text of the Memorandum of Association and Articles of Association of the Company are annexed to the Prospectus.

6. Legal matters

The following summary is qualified by the relevant provisions of the Company's Memorandum of Association and the Articles of Association and the Companies Law.

- **Conversion**

  The Company will be converted from a limited liability company to a public joint stock company prior to listing. The Company's Memorandum of Association and Articles of Association referred to in the Prospectus are the Memorandum of Association and the Articles of Association which the Company will adopt upon conversion.

- **Articles of Association**

  The Company's Articles of Association describe the rights and obligations associated with the ownership of the Shares in detail.

- **Attending General Assembly and voting rights**

  Each Shareholder shall have the right to attend the General Assembly meetings and shall have a number of votes equal to the number of his Shares.

- **Share register**

  Upon listing on the DFM, the Shares will be dematerialised and the share register will be maintained by the DFM.

- **Financial information**

  A Shareholder is entitled to request a copy of the annual audited financial statements of the Company.

- **Financial year**

  The financial year of the Company will start on the 1st of January and end on 31st of December of each year. The first financial year of the Company will start upon incorporation of the Company as a public joint stock company and end on December 31 of the following year.

- **Dividends and liquidation proceeds**

  The Company shall pay dividends on Shares in compliance with the regulations and decisions issued by the Authority. Eligible Shareholders shall have the sole right to the profits due on those Shares. In the event of liquidation of the Company, each Shareholder shall be entitled to a part of the Company's assets in accordance with Article 169 of the Companies Law.

- **Interim Dividends**

  Subject to the shareholders' approval, the Company may distribute interim dividends on a semiannual or quarterly basis.

- **General Assembly**

  The Board may convene a General Assembly whenever it deems necessary. The Shareholders may also require the Board to convene a meeting if it is requested by a number of Shareholders holding not less than 20% (twenty per cent). of the Company's issued share capital. In any event, the General Assembly must convene at least once a year upon an invitation by the Board within the four (4) months following the end of the financial year at the place and the time specified in the invitation to the meeting.

  Any resolution adopted by the General Assembly without consideration to the Company's interests in favour of a particular group of Shareholders, causing damage to them or providing a private benefit to the members of the Board or to third parties, may be revoked.

  The judgment annulling a resolution of an Ordinary General Assembly shall consequently lead to the resolution being considered as non-existent vis a vis all Shareholders. The Board must publish the annulment judgment in two local daily newspapers published in the Arabic language.

  Proceedings for annulment are time barred on the expiry of one year from the date of adopting the resolution contested. Initiating the proceedings will not prevent the implementation of the resolution unless the court decides otherwise.

- **Liability of the Board**

  The Board shall be liable towards the Company, the Shareholders and third parties for all acts of fraud, abuse of power, violation of the law or the Company's Articles of Association, in addition to mismanagement. The Company shall have the right to initiate proceedings against the members of the Board claiming damages suffered by the shareholders as a result of the Board's faults. A resolution of the General Assembly shall be adopted specifying who shall initiate the proceedings on behalf of the Company.

  Any Shareholder may independently initiate proceedings if the Company fails to do so, if the Board's acts have caused a particular damage to the initiating Shareholder. However, he must notify the Company of his intention to initiate proceedings beforehand.

- **Appointment of the Chairman and the Powers of the Chairman**

  The Articles of Association provide that the Board of Directors shall elect, from amongst their members, a chairman and a vice-chairman. The chairman shall represent the Company before the courts and shall execute the resolutions adopted by the Board of Directors. In the event that there is an equality of votes by the directors, then the Chairman shall have a casting vote.

7. Independent Auditors

The consolidated financial statements of the Company as of and for the years ended 31 December 2014, 2015 and 2016 have been audited by Ernst & Young Middle East (Dubai Branch) ("**E&Y**") of P.O. Box 9267, Level 28 Al Saqr Business Tower, Sheikh Zayed Road, Dubai, UAE, as stated in their report appearing elsewhere herein. The unaudited interim condensed consolidated financial statements of the Company as of and for the nine months ended 30 September 2017 have been reviewed in accordance with the International Standard on Review Engagements 2410, "Review of Interim Financial Information Performed by the Independent Auditor of the Entity" by EY as stated in their review report appearing elsewhere herein.

8. Material events and contracts concluded by the Company within and before the conversion period (including related party agreements)

- **Master Transfer Agreement**

The Company entered into a master transfer agreement with Emaar Properties, dated 29 September 2017 as amended (the "**Master Transfer Agreement**"), in relation to the transfer of Emaar Properties' UAE real estate development business (the "**Business**") to the Company.

In accordance with the terms of the Master Transfer Agreement, Emaar Properties transferred to the Company (or procured the transfer by applicable members of its group to the Company of) all assets and liabilities relating to the Business, including, without limitation, certain plots of land, contracts, joint venture arrangements, intellectual property rights, and employees, in each case with effect from 1 September 2017. Pursuant to the Master Transfer Agreement, Emaar Properties has assigned its rights to BTS profits under the existing joint development agreement relating to Dubai Creek Harbour to the Company and has undertaken to pay the amount of any such BTS profits released from the RERA escrow accounts to the Company on a quarterly basis (whether or not such BTS profits have been released from the banks accounts of the joint venture SPV and distributed to Emaar Properties).

To the extent that any assets of the Business have not validly been transferred to the Company under the terms of the Master Transfer Agreement (or any other documents entered into pursuant thereto), Emaar Properties agrees to (or agrees to procure that any relevant member of its group shall) continue to hold such assets for the benefit of the Company and manage such assets in accordance with the directions of the Company until such time as it has validly transferred such assets to the Company.

In addition to setting out the terms of the transfer of the Business, the Master Transfer Agreement also sets out terms agreed between the Company and Emaar Properties in relation to the development of the projects that form part of the Business, the ownership of units within such projects on completion of development and the ongoing allocation of development costs and infrastructure costs.

The Master Transfer Agreement includes indemnities from the Company to Emaar Properties against any liabilities assumed by the Purchaser under the terms of the Master Transfer Agreement and against any losses suffered by Emaar Properties arising from the conduct of the Business by the Company following 1 September 2017.

- **Relationship Agreement**

On 16 October 2017, the Company entered into an agreement with Emaar Properties (the "**Relationship Agreement**") that will come into force on Admission. The principal purpose of the Relationship Agreement is to ensure that the Company is capable at all times of carrying on its business independently of Emaar Properties.

The Relationship Agreement shall stay in effect until the earlier of: (i) Emaar Properties ceasing to own an interest, directly or indirectly, of at least 10 per cent. in the Company, at which point the rights and obligations of Emaar Properties under the Relationship Agreement shall terminate; and (ii) the Shares ceasing to be listed on the DFM; and (iii) the mutual agreement of the Company and Emaar Properties to terminate the Relationship Agreement (in whole or in part), subject to the prior approval of a majority of independent non-executive directors (or if there are two independent non-executive directors or fewer, then the approval of both or the sole independent non-executive director).

Under the terms of the Relationship Agreement, Emaar Properties agrees to conduct all transactions, relationships, arrangements and agreements with the Company on arm's length and on normal commercial terms. Emaar Properties undertakes to exercise its voting rights in the Company to ensure that: (i) the Board consists at all times of seven members; (ii) the majority of the members of the Board shall be non-executive directors; (iii) at least one-third of the members of the Board shall, at all times, be independent non-executive directors; and (iv) to the extent reasonably practicable, each member of the senior management of the Company as at Admission shall remain in a leadership position within the Company for a period of eight years following Admission. Emaar Properties will not seek to employ any of the senior management of the Company.

Emaar Properties agrees to provide certain shared services to the Company for a period of three years following Admission. In consideration for the provision of such services, the Company shall pay an annual management services fee to Emaar Properties equal to 3 per cent. of the Company's total annual revenue.

The Company shall have an option to acquire any future development assets owned by Emaar Properties or any of its affiliates, whether alone or as part of a joint venture with a third party, whether such assets are identified at Admission or afterwards.

The price payable by the Company for a relevant development asset (the "**Purchase Price**") shall be determined by the agreement of the Company and Emaar Properties as to the Fair Market Value (as defined in the Relationship Agreement) of the relevant asset, failing which the Purchase Price should be determined by taking the average of two independent property valuations carried out by two internationally reputable property valuation firms (which are jointly appointed by the Company and Emaar Properties), provided that the Purchase Price shall not be lower than any purchase cost incurred by Emaar Properties. The Purchase Price and the overall terms of the acquisition shall require the approval of the Board of the Company (including the approval of the majority of the independent non-executive directors).

The Relationship Agreement will not impose restrictions on the Company's activities; the Company will be free to acquire assets at any stage of development from third parties, and to develop assets itself.

Emaar Properties shall make available to the Company a revolving credit facility of up to US$300,000,000 in accordance with the terms of the Relationship Agreement (the "**Credit Facility**"). The Company shall use the Credit Facility for the purposes of meeting its cashflow requirements from time to time. The rate of interest payable by the Company to Emaar Properties for each loan granted by Emaar Properties under the Credit Facility (each a "**Loan**") is: (i) in respect of any Loan with a term of three years or shorter, 3-month LIBOR plus 1.4 per cent. per annum; or (ii) in respect of any Loan with a term longer than three years, 3-month LIBOR plus 2 per cent. per annum.

The Board believes that the terms of the Relationship Agreement will enable the Company to carry on its business independently from the Selling Shareholder and its affiliates, and to ensure that all transactions and relationships between the Company and the Selling Shareholder are, and will be, at arm's length and on a normal commercial basis.

- **Other Material Contracts**

The following is a summary of certain terms of our material contracts. The following summaries do not purport to describe all of the applicable terms and conditions of such contracts and are qualified in their entirety by reference to the actual agreements.

o **Joint Venture Agreements**

(1) Dubai Hills

Emaar Properties entered into a shareholders' agreement with Meraas Estates LLC ("**Meraas Estates**") dated 8 June 2013 and amended on 19 November 2013 (the "**Dubai Hills Shareholders' Agreement**") in relation to the establishment of a joint venture company, Dubai Hills Estate LLC (the "Dubai Hills JVCo"), to be owned by Emaar Properties and Meraas Estates in equal shares.

Emaar Dubai LLC ("**Emaar Dubai**"), an affiliate of Emaar Properties, entered into a development services agreement with the Dubai Hills JVCo dated 4 December 2013 and amended on 8 May 2017 (the "**Dubai Hills DSA**") in relation to the development of a mixed use real estate project consisting of a residential community, commercial and retail spaces, hospitality, healthcare and educational facilities, branded recreational facilities, including polo fields and/or club and community, golf course community and/or club and supports its services, utility services, common areas and open spaces (the "**Dubai Hills Project**").

On 19 October 2017, the Company entered into a deed of implementation, novation, amendment and restatement with, amongst others, Emaar Properties, Meraas Estates, Meraas Venture LLC ("**Meraas Venture**") and Emaar Dubai LLC (the "**Dubai Hills Implementation Agreement**") in relation to (amongst other things) the transfer of Emaar Properties' interest in the BTS portion of the Dubai Hills Project to the Company, the transfer of Meraas Estates' interest in the BTS portion of the Dubai Hills Project to Meraas Venture and the novation, amendment and restatement of the Dubai Hills Shareholders' Agreement and the Dubai Hills DSA.

Under the Dubai Hills Implementation Agreement: (i) Emaar Properties agreed to transfer all of its shares in the Dubai Hills JVCo to the Company and to novate the Dubai Hills Shareholders Agreement to the Company; (ii) Meraas Estates agreed to transfer all of its shares in the Dubai Hills JVCo to Meraas Venture and to novate the Dubai Hills Shareholders' Agreement to Meraas Venture; (iii) Emaar Properties and Meraas Venture agreed to incorporate, as equal shareholders, three additional joint venture companies (the "**New Dubai Hills JVCos**"); (iv) Emaar Dubai, as developer of the Dubai Hills Project, agreed to novate the Dubai Hills DSA to the Company and Emaar Properties agreed to guarantee the performance of the Company's obligations under the Dubai Hills A&R SHA (as defined below) once it becomes effective.

The parties to the Dubai Hills Implementation Agreement have agreed to transfer (or procure the transfer of) all of the assets of the Dubai Hills JVCo and related operations, save for the BTS assets, to the New Dubai Hills JVCos such that the Dubai Hills JVCo retains only the BTS assets relating to the Dubai Hills Project (and certain related assets).

On completion of the incorporation of the New Dubai Hills JVCo (and concurrently with execution of the shareholders' agreements in respect of the New Dubai Hills JVCos on terms substantially the same as the Dubai Hills A&R SHA (as defined below)), the Company and Meraas Venture will enter into an amended and restated shareholders' agreement (the "**Dubai Hills A&R SHA**") in relation to the Dubai Hills JVCo, and the Company and Dubai Hills JVCo will enter into an amended and restated development services agreement (the "**Dubai Hills A&R DSA**") to, amongst other things, reflect the planned transfer of the assets of Dubai Hills JVCo.

Under the terms of the Dubai Hills A&R SHA, Meraas Venture will have contributed the land required for the development of the Dubai Hills Project and the Company will fund the development of the BTS portion of the Dubai Hills Project.

The Dubai Hills A&R SHA will state that any profits generated from the BTS portion of the Dubai Hills Project are shared equally between Meraas Venture and the Company.

Under the Dubai Hills A&R SHA, the board of directors of the Dubai Hills JVCo will contain three appointees by the Company and three appointees by Meraas Venture. All decisions of the board of directors are to be approved by a majority of members attending a meeting, including at least one director appointed by the Company and one director appointed by Meraas Venture.

The Dubai Hills A&R SHA may be terminated in the event that either: (i) Meraas Venture and the Company agree in writing whether following a deadlock matter of the board of directors or otherwise; (ii) the Dubai Hills JVCo is wound up; or (iii) an event of default occurs and the non-defaulting party requests to liquidate the Dubai Hills JVCo.

Under the Dubai Hills A&R DSA, the Company will provide certain development services to the Dubai Hills JVCo in exchange for a fee.

The Dubai Hills A&R DSA terminates on the handover of the Dubai Hills Project or as agreed between the parties. The Dubai Hills A&R DSA may also be terminated by Dubai Hills JVCo serving a termination notice on the Company, in circumstance where the Company commits a material breach which remains un-remedied for sixty (60) days, or where the Company is wound up.

The Dubai Hills A&R DSA and the Dubai Hills A&R SHA are governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai..

(2) Emaar South (1)

On 5 December 2013, Emaar Properties entered into a memorandum of understanding with Dubai Aviation City Corporation ("**DACC**") in relation to the establishment a joint venture company, Emaar Dubai South DWC-LLC (the "**Emaar South JVCo**"), to be owned by Emaar Properties and DACC in equal shares.

Emaar Properties and DACC entered into a joint development agreement (the "**Emaar South (1) JDA**") in relation to the development of the Dubai South Golf District as a mixed use development including a gated community of luxury villas, low-rise residential accommodation, hotel, commercial and retail spaces, hospitality, healthcare, educational facilities, branded recreational facilities, sites for one or more Mosques, one 18 hole golf course with a driving range, other practice facilities and a club house, and a reserved area connecting the newly developed golf course to an existing 18 hole golf course outside the development (the "**Emaar South (1) Project**").

On 17 October 2017, the Company entered into a deed of implementation, novation, amendment and restatement with, among others, Emaar Properties and DACC (the "**Emaar South (1) Implementation Agreement**") in relation to the transfer of Emaar Properties' interest in the BTS portion of the Emaar South (1) Project to the Company and the novation, amendment and restatement of the Emaar South (1) Project of the Emaar South (1) JDA.

Under the Emaar South (1) Implementation Agreement, Emaar Properties agreed to transfer its shares in the Emaar South JVCo to the Company and to novate the Emaar South (1) JDA to the Company. Emaar Properties and DACC agreed to incorporate, as equal shareholders, an additional joint venture company (the "**New Emaar South JVCo**") and the parties to the Emaar South (1) Implementation Agreement have agreed to transfer (or procure the transfer of) all of the assets of the Emaar South JVCo save for the BTS to the New Emaar South JVCo such that the Emaar South JVCo retains only the BTS assets relating to the Emaar South (1) Project.

In order to give effect to the Emaar South (1) Implementation Agreement, the Company and DACC will enter into an amended and restated joint development agreement (the "**Emaar South (1) A&R JDA**") in relation to the Emaar South JVCo. Emaar Properties and DACC will enter into a joint venture agreement with respect to the New Emaar South JVCo.

Under the terms of the Emaar South (1) A&R JDA, DACC will hold the land relating to the BTS portion of the Emaar South (1) Project on behalf of the Emaar South JVCo for the development of the Emaar South (1) Project and the Company will fund the development of the BTS portion of the Emaar South (1) Project.

The Emaar South (1) A&R JDA will state that any profits generated from the BTS portion of the Emaar South (1) Project are shared equally between DACC and the Company, after settling any capital loans borrowed by the Emaar South JVCo and any amounts due to DACC in relation to land of the BTS portion of the Emaar South (1) Project.

Under the Emaar South (1) A&R JDA, the board of directors of the Emaar South JVCo will contain three appointees by the Company, three appointees by DACC and one appointee chosen jointly by the Company and DACC. All decisions of the board of directors will be approved by at least one director appointed by the Company and one director appointed by DACC.

Under the Emaar South (1) A&R JDA, the Company will also provide certain development services to the Emaar South JVCo and the New Emaar South JVCo. In consideration for the provision of such development services to the Emaar South JVCo, the Company will receive a fee, not to exceed an aggregate amount of AED 300 million, equivalent to 1.5% of the income generated by the Emaar South (1) Project and 1.5% of the profit (prior to payment of such services) generated by the Emaar South (1) Project.

The Emaar South (1) A&R JDA may, when signed, be terminated in the event: (i) DACC and the Company agree in writing, (ii) the Emaar South JVCo is wound up, (iii) either of DACC or the Company acquires all the shares in the Emaar South JVCo held by the other shareholder, or (iv) an event of default occurs and the non-defaulting party requests to sell or purchase all of the shares in Emaar South JVCo.

The Emaar South (1) A&R JDA will be governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai.

(3) Zabeel Square

Emaar Properties entered into a joint venture agreement with Meraas Zabeel owned by Meraas Venture One Person Company LLC ("**Meraas Zabeel**") dated 9 January 2017 as amended on 31 January 2017, 20 February 2017, 31 March 2017 and 7 May 2017 (the "**Zabeel Square JVA**") in relation to (amongst other things) the establishment of a joint venture company, Zabeel Square LLC (the "**Zabeel Square JVCo**").

Emaar Dubai, an affiliate of Emaar Properties, entered into a development services agreement with the Zabeel Square JVCo dated 30 April 2017 (the "**Zabeel Square DSA**") in relation to the development of a mixed use development project in Zabeel including residential apartments, retail units and hotel(s) and serviced/branded apartments (the "**Zabeel Square Project**").

On 22 October 2017, the Company entered into a deed of implementation, novation, amendment and restatement with, amongst others, Meraas Zabeel and Emaar Dubai LLC (the "**Zabeel Square Implementation Agreement**") in relation, amongst other things, to the transfer of Emaar Properties' interest in the BTS portion of the Zabeel Square Project to the Company and the novation, amendment and restatement of the Zabeel Square JVA and the Zabeel Square DSA.

Under the Zabeel Square Implementation Agreement: (i) Emaar Properties agreed to transfer all of its shares in the Zabeel Square JVCo to the Company and to novate the Zabeel Square JVA to the Company; (ii) Emaar Properties and Meraas Zabeel agreed to incorporate, as equal shareholders, two additional joint venture companies (the "**New Zabeel Square JVCos**"); (iii) Emaar Dubai, as developer of the Zabeel Square Project, agreed to novate the Zabeel Square DSA to the Company. Emaar Properties has agreed to guarantee the performance of the Company's obligations under the Zabeel Square JVA and the Zabeel Square A&R JVA (as defined below) once it becomes effective.

The parties to the Zabeel Square Implementation Agreement have agreed to transfer (or procure the transfer of) all of the assets of the Zabeel Square JVCo and related operations, save for the BTS assets, to the New Zabeel Square JVCos such that the Zabeel Square JVCo retains only the BTS assets relating to the Zabeel Square Project.

On completion of the incorporation of the New Zabeel Square JVCo (and concurrently with execution of the shareholders' agreements in respect of the New Zabeel Square JVCos on terms substantially the same as the Zabeel Square A&R SHA (as defined below)), the Company and Meraas Zabeel will enter into an amended and restated joint venture agreement (the "**Zabeel Square A&R JVA**") in relation to the Zabeel Square JVCo, and the Company and Zabeel Square JVCo will enter into an amended and restated development services agreement (the "Zabeel Square A&R DSA") to, amongst other things, reflect the transfer of assets of Zabeel Square JVCo.

Under the terms of the Zabeel Square A&R JVA, Meraas Zabeel will have contributed the land of the Zabeel Square Project and the Company will fund the development of the BTS portion of the Zabeel Square Project.

The Zabeel Square A&R JVA will state that any profits generated from the BTS portion of the Zabeel Square Project are shared equally between Meraas Zabeel and the Company.

Under the Zabeel Square A&R JVA, the board of directors of the Zabeel Square JVCo will contain two appointees by the Company and two appointees by Meraas Zabeel. All decisions of the board of directors are to be approved by a majority of members attending a meeting, including at least one director appointed by the Company and one director appointed by Meraas.

The Zabeel Square A&R JVA may, when signed, be terminated in the event: (i) Meraas Zabeel and the Company agree in writing, (ii) the Zabeel Square JVCo is wound up, or (iii) an event of default occurs and the non-defaulting party exercises its right to sell all of its shares in the Zabeel Square JVCo to a third party or to purchase all of the shares of the defaulting party in the Zabeel Square JVCo or to otherwise terminate the agreement.

Under the Zabeel Square A&R DSA, the Company agrees to provide certain development services to the Zabeel Square JVCo, in exchange for a fee.

The Zabeel Square A&R DSA terminates on the handover of the Zabeel Square Project or as agreed between the parties. The Zabeel Square A&R DSA may also be terminated by either party serving a termination notice on the other, in circumstances where the other party commits a material breach which remains un-remedied for thirty (30) days.

The Zabeel Square A&R DSA and the Zabeel Square A&R JVA are governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai.

- **Material Construction Contracts**

Emaar Properties entered into construction contracts with various contractors that have been transferred to the Company by virtue of the Master Transfer Agreement. The following is a summary of the main terms of the construction contracts that have been transferred to the Company in its capacity as employer.

(1) Construction Contract for Boulevard Point

The Company is currently the employer under a construction contract entered into on 5 April 2016 with Arabian Construction Co. SAL (Dubai Branch) acting as contractor ("**ACC**"). In accordance with the terms of the contract, ACC shall carry out the main contract works for the Boulevard Point project, which forms part of the Downtown Dubai development. The contract value is for AED 755,145,196.00 and it is for a duration of 28 months. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of the same value are required to be issued. ACC and the Company are required to procure standard insurances required for contracts of a similar nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract). The total liability of ACC to the Company (other than usual exclusions) shall not exceed the contract value or the contract value in addition to any variations, whichever is the greater amount.

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of Works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the Works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the Works could not be used.

The Company or ACC may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by ACC or for convenience and ACC may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from ACC, however, ACC shall not assign the contract or any part thereof without the consent of the Company.

The governing law is UAE law and the jurisdiction is that of Dubai courts.

(2) Construction Contract for Burj Vista

The Company is currently the employer under a construction contract entered into in September 2014 with Al Ghandi & Consolidated Contractors International Company LLC acting as contractor ("**Al Ghandi**"). In accordance with the terms of the contract, Al Ghandi shall design and construct two residential towers for the Burj Vista project, which forms part of the Downtown Dubai development. The contract value is for AED 839,200,000.00 and it is for a duration of 30 months. The Burj Vista project is an ongoing project that is still under construction. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of 5% of the value of the contract are required to be issued. Al Ghandi and the Company are required to procure standard insurances required for contracts of a similar nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract).

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of Works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the Works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the Works could not be used.

The Company or Al Ghandi may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by Al Ghandi or for convenience and Al Ghandi may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from Al Ghandi, however, Al Ghandi shall not assign the contract or any part thereof without the consent of the Company.

The governing law is UAE law and the jurisdiction is that of Dubai courts.

(3) Construction Contract for The Hills Raft Package

The Company is currently the employer under a construction contract entered into on 29 October 2014 with Al Ghandi, as amended by addendum dated 16 June 2016. In accordance with the terms of the contract, Al Ghandi shall design (to the extent provided for under the contract) and construct the raft slab for The Hills project. The contract value is for AED 52,250,000 and it is for a duration of 90 days. The Hills project is an ongoing project that is still under construction while the raft works for this project have been completed. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of the same value are required to be issued. Further, retention bonds are required to be issued by Al Ghandi for the release of retention amounts. Al Ghandi and the Company are required to procure standard insurances required for contracts of a similar nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract).

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of Works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the Works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the Works could not be used.

The Company or Al Ghandi may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by Al Ghandi or for convenience and Al Ghandi may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from Al Ghandi, however, Al Ghandi shall not assign the contract or any part thereof without the consent of the Company.

The governing law is UAE law and the jurisdiction is that of Dubai courts.

(4) Construction Contract for The Hills Main Works

The Company is currently the employer under a construction contract entered into on 16 June 2016 with Al Ghandi. In accordance with the terms of the contract, Al Ghandi shall design (to the extent provided for under the contract) and construct two residential towers, one hotel and serviced apartments tower, one serviced apartments tower and interconnecting basement car parking and podium together with associated external works, external services and hard and soft landscaping for The Hills project. The contract value is for AED 843,720,094.00 and it is for a duration of 22 months. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of 5% of the value of the contract are required to be issued. Further, retention bonds are required to be issued by Al Ghandi for the release of 25% of the retention amounts. Al Ghandi and the Company are required to procure standard insurances required for contracts of a similar nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract).

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of Works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the Works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the Works could not be used.

The Company or Al Ghandi may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by Al Ghandi or for convenience and Al Ghandi may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from Al Ghandi, however, Al Ghandi shall not assign the contract or any part thereof without the consent of the Company.

The governing law is UAE law and the jurisdiction is that of Dubai courts.

(5) Letter of Acceptance for Opera Grand

The Company is currently the employer as per a letter of acceptance to a tender entered into on 28 June 2016 with Al Ghandi. Until a contract is executed between the parties, the terms of the letter of acceptance and the accompanying tender documents ("**LOI**"), shall apply between the parties. In accordance with such terms, Al Ghandi shall carry out the main contract works for the Opera Grand project, which forms part of the Downtown Dubai development. The contract value is for AED 577,876,459.00 and it is for a duration of 32 months. A performance bond of 10% of the value of the contract, as well as, an advance payment bond of 15% of the value of the contract are required to be issued.

The liability of the Company is limited to the replacement value of the Works (as defined under the LOI) and the replacement cost of the Free Issue Items (as defined under the LOI).

The Defects Liability Period (as defined under the tender documents) is one year except in respect of (i) any part of the relevant section or portion of Works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the Works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the Works could not be used.

The Company or Al Ghandi may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by Al Ghandi or for convenience and Al Ghandi may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from Al Ghandi, however, Al Ghandi shall not assign the contract or any part thereof without the consent of the Company.

The governing law is UAE law and the jurisdiction is that of Dubai courts.

(6) Construction Contract for The Address Residence Sky View Raft Package

The Company is currently the employer under a construction contract entered into on 14 August 2014 with Brookfield Multiplex Constructions LLC ("**Brookfield**"). In accordance with the terms of the contract, Brookfield shall design (to the extent provided for under the contract) and construct the raft slab for The Address Residence Sky View project. The contract value is for AED 46,500,000.00 and it is for a duration of 183 days. The Address Residence Sky View project is an ongoing project that is still under construction and a portion of the raft works has yet to be completed. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of the same value are required to be issued. Further, retention bonds are required to be issued by Brookfield for the release of retention amounts. Brookfield and the Company are required to procure standard insurances required for contracts of a similar nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract).

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of Works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the Works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the Works could not be used.

The Company or Brookfield may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by Al Ghandi or for convenience and Brookfield may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from Brookfield, however, Brookfield shall not assign the contract or any part thereof without the consent of the Company.

The governing law is UAE law and the jurisdiction is that of Dubai courts.

(7) Construction Contract for the Address Residence Sky View

The Company is currently the employer under a construction contract entered into on 8 June 2015 with ACC. In accordance with the terms of the contract, ACC shall carry out the main contract works for the Address Residence Sky View project, which forms part of the Downtown Dubai development. The contract value is for AED 1,830,000,000.00 and the commencement date under the contract is 3 July 2014 and the completion date is 3 December 2016. The Address Residence Sky View project is an ongoing project that is still under construction. Under the contract, a performance bond of 10% of the value of the contract, as well as, an advance payment bond of AED 50,000,000 are required to be issued. ACC and the Company are required to procure standard insurances required for contracts of a similar nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract).

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the works could not be used.

The Company or ACC may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by ACC or for convenience and ACC may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from ACC, however, ACC shall not assign the contract or any part thereof without the consent of the Company.

The governing law is UAE law and the jurisdiction is that of Dubai Courts.

(8) Construction Contract for Fountain Views - Main Contract

The Company is currently the employer under a construction contract entered into on 1 March 2014 with ACC. In accordance with the terms of the contract, ACC shall carry out the main contract works for The Address Residences Fountain Views project, which forms part of the Downtown Dubai development. The contract value is for AED 2,825,000,000 and it is to be completed by 15 March 2017. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of 15% of the contract value are required to be issued. ACC and the Company are required to procure standard insurances required for contracts of this nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract). The total liability of ACC to the Company (other than usual exclusions) shall not exceed the contract value or the contract value in addition to any variations, whichever is the greater amount.

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the works could not be used.

The Company or ACC may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by ACC or for convenience and ACC may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from ACC, however, ACC shall not assign the contract or any part thereof without the consent of the Company.

The governing law is the law applicable in the Emirate of Dubai and the jurisdiction is that of Dubai courts.

(9) Construction Contract for Fountain Views - Early Works

The Company is currently the employer under a construction contract entered into on 03 February 2014 with Brookfield acting as contractor. In accordance with the terms of the contract, Brookfield shall carry out the Early Contract Works for The Address Residences Fountain Views project, which forms part of the Downtown Dubai development. The contract value is for AED 77,027,106.25 and it is to be completed by 30 April 2014. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of 10% of the contract value are required to be issued. Brookfield and the Company are required to procure standard insurances required for contracts of this nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract). The total liability of Brookfield to the Company (other than usual exclusions) shall not exceed the contract value or the contract value in addition to any variations, whichever is the greater amount.

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification;

and (ii) any part of the works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the works could not be used.

The Company or Brookfield may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by Brookfield or for convenience and Brookfield may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from Brookfield, however, Brookfield shall not assign the contract or any part thereof without the consent of the Company.

The governing law is the law applicable in the Emirate of Dubai and the jurisdiction is that of Dubai courts.

(10)Construction Contract for Boulevard Crescent

The Company is currently the employer under a construction contract entered into on 11 July 2017 with Al Rostamani Pegel LLC acting as contractor ("**Al Rostamani**"). In accordance with the terms of the contract, Al Rostamani shall carry out the main contract works for the Boulevard Crescent project. The contract value is for AED 458,900,000 and it is to be completed by 27 June 2018. Under the contract a performance bond of 10% of the value of the contract, as well as, an advance payment bond of 15% of the contract value are required to be issued. Al Rostamani and the Company are required to procure standard insurances required for contracts of this nature.

The liability of the Company is limited to the replacement value of the Works (as defined under the contract) and the replacement cost of the Free Issue Items (as defined under the contract). The total liability of Al Rostamani to the Company (other than usual exclusions) shall not exceed the contract value or the contract value in addition to any variations, whichever is the greater amount.

The Defects Liability Period (as defined under the contract) is one year except in respect of (i) any part of the relevant section or portion of works replaced, repaired or modified the Defects Liability Period shall be extended so as to run for a period of one year calculated from the date of completion of replacement, repair or modification; and (ii) any part of the works which has been taken over but which cannot at some time during its Defects Liability Period be used for the purposes for which it is intended by reason of the defect, its Defect Liability Period shall be extended by a period equal to the time during which the said part of the works could not be used.

The Company or Al Rostamani may terminate the contract in the event of force majeure. The Company may terminate the contract in the event of default by ACC or for convenience and Al Rostamani may terminate the contract in the event of default by the Company.

There is no change of control provision, further, the Company may assign its rights under the contract without permission from Al Rostamani, however, Al Rostamani shall not assign the contract or any part thereof without the consent of the Company.

The governing law is the law applicable in the Emirate of Dubai and the jurisdiction is that of Dubai courts.

Acknowledgement issued by the Founders' Committee and members of the Board

The members of the Founders Committee and members of the Board of Emaar Development PJSC (a public joint stock company under incorporation), in their joint and several capacity, hereby acknowledge full responsibility with respect to the validity of the data and information contained in the subscription prospectus. Having exercised the standard of care of a reasonable person, we confirm that there is no material facts or information the lack of which in the Prospectus will make any statement contained therein to be misleading or influential in the investment decision of the Subscribers.

They are committed to the issuance and disclosure rules issued by the Authority and undertake to notify the Authority of any material events or changes that may affect the financial position of the Company as of the date of submitting the application to offer the Shares for public subscription to the Authority until the date of starting the subscription process. They also confirm that they applied adequate diligence in concluding agreements that determine the duties and responsibilities of the parties participating in the subscription process according to the best terms available at the contractual date and pursuant to the requirements issued by the Authority.

Upon any change or amendment in the subscription information or conditions, they undertake to notify the Authority immediately and to obtain the approval of the Authority on the advertisements, publication and promotional campaigns that the company may wish to publish to promote and introduce the subscription.

Upon the completion of the subscription, they undertake to convene to the constitutive general assembly on the date, time and place mentioned in this Prospectus and to complete the registration and listing of the subscribed Shares with the competent bodies within a period not exceeding the time appointed by the Authority.

Chairman of the Founders Committee

Annex 1 - Financial Statements

Annex 2 - Articles and Memorandum of Association