

هيئة المناطق الحرة - دولة قطر FREE ZONES AUTHORITY-STATE OF QATAR

Land Lease and Use Regulations

Version: 3

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Land Lease and Use Regulations

PART 1 - Preliminary Rules

Article 1 - Citation

These Regulations will be cited as the Land Lease and Use Regulations.

Article 2 - Definitions

The following words and phrases will have the meanings shown against each of them, unless the text indicates otherwise:

Authority: will have the meaning given to it in the Free Zones Law.

Beneficial Owner: will have the meaning given to it in the Free Zones Legislation.

Board: will have the meaning given to it in the Free Zones Law.

Common Use Facilities: the common assets of the Free Zone that do not form part of:

(1) Designated Land; or

(2) any other Real Property within the Free Zone which may become a Designated Land or which may be developed by the Authority to be leased pursuant to these Regulations, which include the residual lands and buildings, owned or managed by the Authority and such other assets, improvements, areas and facilities identified by the Authority from time to time as "Common Use Facilities" in the Master Plan, for which a Free Zone Service Charge is payable, including roads, pedestrian walkways, pavements, landscaped rest areas, pocket parks, utility and administrative buildings, installations, power transformers, water storage facilities, firefighting facilities, improvements, fixtures and facilities that are intended for use by Tenants and occupiers in the Free Zone.

Designated Land: the specific plot of land within the Free Zone allocated by the Authority.

Free Zone: will have the meaning given to it in the Free Zones Law.

Free Zone Entity: an entity that has been incorporated or registered in a Free Zone.

Free Zones Law: Law Number (34) of 2005 as referred thereto.

Free Zones Legislation: the Free Zones Law, these Regulations and any other regulations issued pursuant to the Free Zones Law, rules, decrees, resolutions, decisions, policies, or orders issued from time to time in connection with the Free Zone.

Free Zone Service Charge: the annual service charge for a Real Property within a Free Zone levied by the Authority upon Tenants and occupiers of Real Properties within the Free Zone for their proportionate contribution towards the maintenance, management, security, upkeep, renewal, repair and replacement of assets in the Common Use Facilities including, the costs of water, electricity,

cooling, equipment, and other expenses and the employment of contractors, employees, managers and workmen associated with these tasks plus the cost of administration.

Landlord: the Authority, its representative or any other entity that owns or grants Leases for any Designated Land or any buildings, premises or constructions erected on such Designated Land as may be approved by the Authority from time to time.

Lease: a Master Lease, a Sub-Lease or an agreement granting usufructuary rights and any amendments thereto.

Lease Register: the register created and maintained by the Authority in accordance with Article 8.

Licence: a permission to carry out one or more Permitted Activities issued by the Authority to a Free Zone Entity pursuant to the Licensing Regulations.

Licensing Regulations: the regulations relating to the licensing of a Free Zone Entity in accordance with the Free Zones Legislation.

Master Lease: a lease entered into between a Tenant and the Authority in its capacity as Landlord in respect of a Real Property.

Master Plan: the overall plan setting out the conceptual layout, areas and use of the Free Zone as amended by the Authority from time to time.

Permitted Activity: an economic activity under the Free Zones Law that a Free Zone Entity is permitted to undertake from the list of activities set out in the Schedule of Permitted Activities, as prescribed in the Licensing Regulations.

Real Property: immovable property and everything affixed or annexed to it, including the Designated Lands or buildings, premises and units on such Designated Lands and which are used for the purpose of carrying out certain Permitted Activities.

Regulations: these Land Lease and Use Regulations including any rules, decrees, resolutions, decisions, policies or orders issued under or in connection with these Regulations.

Schedule of Fees: the schedule of fees set out in Schedule 1 of these Regulations as issued and updated from time to time by the Authority.

Schedule of Sanctions: the schedule of sanctions set out in Schedule 2 of these Regulations as issued and updated from time to time by the Authority.

Schedule of Permitted Activities: the list of Permitted Activities issued and updated from time to time by the Authority.

State: the State of Qatar.

Sub-Lease: an agreement entered into between a Tenant and the original tenant for a period less than the original Lease period.

Tenant: a person who is granted a Lease.

Article 3 - Interpretation

- (1) In these Regulations, a reference to:
- (a) a law includes all amending or supplementary legislative instruments, or secondary or subordinate executive regulations, including decrees, regulations, resolutions, decisions, policies or orders issued by the Authority, or any other competent State authority having jurisdiction over the Free Zone, made from time to time under that law as amended, restated or re-enacted from time to time:
- (b) a provision of any law or regulations includes a reference to that provision as amended, restated or re-enacted from time to time;
- (c) the singular includes the plural and vice versa;
- (d) a year, month or day means a year, month or day of the Gregorian calendar;
- (e) the masculine gender includes the feminine gender or a legal body;
- (f) a document or deed in "prescribed form" is a reference to that document or deed in the form prescribed by the Authority from time to time;
- (g) "written" or "in writing" includes any form of representing or reproducing words in a legible form; and
- (h) a person includes any natural or legal person, including a branch, company, partnership, unincorporated association, government or state, including any governmental department, body or authority.
- (2) The headings in these Regulations do not affect their interpretation.
- (3) Any reference to an article, a sub-article, a paragraph or a sub-paragraph in these Regulations without further identification is a reference to an article, a sub-article, a paragraph or a sub-paragraph of an article in these Regulations.
- (4) Any reference in these Regulations to "include", "including", "in particular", "for example", "such as" or any similar expressions will be considered as being by way of illustration or emphasis only and is not to be construed so as to limit the generality of any words preceding them.
- (5) Any reference to the "Authority" includes any person who has been delegated or granted, powers by the Authority to regulate, develop, operate or manage any Free Zone in accordance with the Free Zones Legislation.
- (6) Any reference to "leased" property includes the use or occupation of such property by any means.

Article 4 - Application

- (1) These Regulations regulate, amongst other things, the use and lease of all Real Property within the Free Zone
- (2) These Regulations take priority over any rules, policies, procedures, governance documentation or other agreements or arrangements put into place by Landlords or Tenants in connection with any Real Property within the Free Zone.
- (3) Unless specified or permitted to the contrary by these Regulations, the lease, occupation or use of all Real Property will be governed exclusively by the provisions of and be regulated as provided by and pursuant to the Free Zones Legislation.

PART 2 - Leases and Use

Article 5 - Conditions of a Lease

The Lease must fulfil the following conditions:

- (1) A Real Property may be leased either through a Master Lease or a Sub-Lease, subject to the conditions set out in Article 7.
- (2) Fees for the Real Property must be paid by a Free Zone Entity in accordance with the terms of the Lease.
- (3) A Free Zone Entity is not permitted to operate from a residential Real Property. The permitted use of the leased Real Property must be appropriate for the Permitted Activity it is licensed to carry out.
- (4) A Lease must be in writing signed by the applicant and the Landlord and registered in the Lease Register.
- (5) A Lease entered into by a Landlord, whether before or after the issuance of these Regulations, is only effective if approved by the Authority.
- (6) The Lease must be designed, in the prescribed form approved by the Authority and the terms of the Lease must include:
- (a) the name and contact details of the parties;
- (b) a description, sufficiently detailed, to identify the Real Property to be leased;
- (c) the purpose of the Lease and the permitted use of the Real Property;
- (d) the term of the Lease which must not exceed twenty-five (25) years, excluding any development or construction period;
- (e) the rent, financial charges (including, where applicable, the Free Zone Service Charge), and payment terms; and

- (f) the obligations of the parties concerning the use and maintenance of the Real Property.
- (7) The Tenant of a Master Lease will be liable for the payment to the Authority of the Free Zone Service Charge allocated to it by the Authority and will be free to re-charge such Free Zone Service Charge to its approved sub-tenants on a pro-rata basis of their sub-leased premises.
- (8) The obligations of the Landlord and the Tenant will be governed by the terms and conditions of the Lease, subject to their complying with the provisions of the Free Zones Legislation.

Article 6 - Works

- (1) Where applicable, the Free Zone Entity must carry out and complete all works on the Real Property in accordance with the terms of the Lease, the Free Zones Legislation, and the requirements of the Authority to enable it to carry out the Permitted Activities.
- (2) If the Free Zone Entity is unable to complete all works within the period stipulated in the documents referred to in sub-paragraph (1) above, for any exceptional reason, the Authority may grant the Free Zone Entity an extension of time to permit it to complete the works on the Real Property.

Article 7 - Sub-Lease and assignment

- (1) Tenants are permitted to share, sub-lease, assign, transfer, novate or dispose of their Lease, Designated Land or premises, whether directly or indirectly, without the prior consent of any other person, subject to obtaining written approval of the Authority and the Landlord. The Authority reserves the right to reject any application for a Sub-Lease or an assignment of the Lease, or to grant the approval subject to any additional conditions, restrictions or terms prescribed by the Authority and to charge a fee for granting such approval. Any change of Beneficial Owners of a Free Zone Entity is considered as an assignment.
- (2) A Lease may be assigned by way of security subject to the satisfaction of the following conditions:
- (a) the assignee is a duly licensed entity to carry out financing activities.
- (b) the Landlord has consented to such assignment in writing;
- (c) the Authority has consented to such assignment in writing;
- (d) the Tenant holds a valid Lease and does not have dues outstanding towards the Authority;
- (e) the term of the Lease exceeds ten (10) years;
- (f) the assignment of right will expire on or before the expiry date of the Lease;
- (g) the assignment of right is recorded in the Lease Register; and
- (h) the assignment of right is in compliance with all applicable Free Zones Legislation.
- (3) A Sub-Lease may be entered into subject to the satisfaction of the following conditions:

- (a) the Landlord has consented to such Sub-Lease in writing;
- (b) the Authority has consented to such Sub-Lease in writing;
- (c) the Tenant holds a valid Lease and does not have dues outstanding towards the Authority;
- (d) the Sub-Lease will expire no later than the earliest of the expiry of the Master Lease or the date on which the relevant Real Property must be vacant to allow the Tenant under the Master Lease to surrender the Real Property in the conditions set out therein:
- (e) the Sub-Lease is recorded in the Lease Register; and
- (f) the Sub-Lease is in accordance with all applicable Free Zones Legislation.
- (4) Where the Authority approves a Sub-Lease, the Free Zone Entity will be jointly and severally liable and responsible, along with the sub-lessee, to the Authority and any person for any act or omission of the sub-lessee, which act or omission is contrary to any Free Zones Legislation. Any sub-leasing arrangement entered into between the Free Zone Entity and a sub-lessee must not contradict or override any Master Lease agreement entered into between such Free Zone Entity and the Landlord or any Free Zones Legislation. The Sub-Lease agreement must be approved by the Authority.

Article 8 - Lease Register

- (1) The Authority will establish and maintain the Lease Register.
- (2) The Lease Register may be held in electronic form or in any other permanent manner as the Authority deems appropriate. The Lease Register will record and update from time to time such information concerning or contained in the Lease as the Authority deems appropriate from time to time, including:
- (a) details of each Lease registered with the Authority along with a copy of the Lease together with all amendments;
- (b) any assignment, sub-leasing or other arrangement entered into as detailed in Article 7, along with a copy of the relevant agreements providing for such arrangement;
- (c) details of the termination of a Lease;
- (d) the name and identification details of each registered Landlord, Tenant, sub-tenant and assignee (if relevant) and the nature of their interests; and
- (e) any other information deemed relevant by the Authority.
- (3) The Authority may record in the Lease Register anything it is permitted to record in it pursuant to these Regulations or any other Free Zones Legislation.
- (4) The Free Zone Entity or an individual entering into a Lease must ensure that:

- (a) the Lease is embodied in an instrument in the appropriate prescribed form; and
- (b) the execution of the Lease by that Free Zone Entity or that individual is in accordance with the Free Zones Legislation.
- (5) The Authority may decide to update the information required for the Lease Register from time to time, and each Tenant must provide any additional information requested by the Authority within the period prescribed by the Authority.
- (6) A Tenant must promptly supply to the Authority, using the prescribed form, details to be included in the Lease Register and must promptly supply details of any changes to the information contained in the Lease Register within the timelines prescribed by the Authority or in any of the Free Zones Legislation.
- (7) Registration of an interest with the Lease Register will incur the payment of fees in accordance with the provisions of Article 12.
- (8) A Tenant failing to comply with the registration obligations pursuant to the provisions of these Regulations will be liable for the payment of Sanctions in accordance with the provisions of Article 13.

Article 9 - Inspection of the leased Real Property

- (1) The Authority may inspect any leased Real Property at any time, subject to a five (5) day written notice, except in the cases referred to in sub-article (2) of this Article, where no prior notice is required, to ensure that a Tenant is complying with its obligations pursuant to the Free Zones Legislation and the Lease.
- (2) Notwithstanding the provisions of Article 9(1), the Authority may enter any leased Real Property at any time, without notice in the event of:
- (a) any suspected threat to the safety and security of any Real Property in the Free Zone or to any person or property within the Free Zone;
- (b) a suspicion of breach of the Free Zones Legislation or a Lease by the Tenant or any other person occupying the leased Real Property; or
- (c) any suspected threat to public safety, the Authority, other Free Zone Entities or the general public.
- (3) A Tenant must cooperate with the Authority and allow proper access to the leased Real Property and testing of the relevant installations thereon. A failure to cooperate with these requirements will lead to the Tenant being liable for sanctions in accordance with Article 13.
- (4) The Authority, its authorised agents or employees will not be held liable for any loss or damage resulting from the performance of their duties pursuant to these Regulations or any Free Zones Legislation.

Article 10 - Insurance

- (1) The Authority may at its sole discretion, arrange property all risks insurance and third-party insurance in respect of the Free Zone, including without limitation, the Designated Lands, the Common Use Facilities and any Real Property owned or managed by the Authority, the costs of which will form part of the Free Zone Service Charge.
- (2) Tenants are required to maintain their own insurance policies in accordance with the terms and conditions of their Leases. The Authority, its affiliates and any of their respective employees, officers and agents will not be liable for any loss or damage to any property within the leased Real Properties or any vehicles visiting the leased Real Property.
- (3) Any subcontractor and Tenant of a Designated Land under development must hold valid contractor's all risks insurance policies, as well as third party insurance policies, on terms acceptable to the Authority. A Tenant must provide copies of such policies to the Authority prior to the commencement of any development works and at any time when such policies are renewed.

Article 11 - Termination or expiry of a Lease

- (1) Upon the termination or expiry of a Lease, for any reason, a Tenant must ensure that on the day of such termination or expiry:
- (a) all outstanding obligations and payments pursuant to the Lease are fully settled or discharged;
- (b) the leased Real Property is vacated in accordance with the conditions set out in the Lease; and
- (c) the termination or expiry of the Lease is recorded in the Lease Register and the register of Free Zone Entities maintained pursuant to the Free Zones Legislation.
- (2) The Authority may terminate a Lease based upon material or persistent breaches of the terms of the Lease or the Free Zones Legislation.

PART 3 - General Provisions

Article 12 - Fees

- (1) Fees must be paid to the Authority as set out in Schedule 1 immediately upon the fee becoming due.
- (2) Fees paid to the Authority are not refundable.

Article 13 - Sanctions

The Authority may impose sanctions for a contravention of the Land Lease and Use Regulations as set out in Schedule 2.

Article 14 - Amendment of the Regulations

- (1) A Tenant is required to comply with these Regulations or any rules, decrees, resolutions, decisions, policies or orders supplementing these Regulations or any other Free Zones Legislation, in each case as is currently in force and published on the Authority's website or by other means. No person will have a right to bring any claim or action against the Authority based upon any replacement, cancellation or amendment of these Regulations or any other Free Zones Legislation.
- (2) The Authority may, within the scope of its jurisdiction, authority or powers, amend these Regulations from time to time, waive any requirements of these Regulations, or make such rules, decrees, resolutions, decisions, orders. policies and regulations to supplement these Regulations as it considers necessary or appropriate to implement, carry out or enforce the Free Zones Law or any of the Free Zones Legislation.

Article 15 - Revocation and Replacement

The Land Lease and Use Regulations 2020 is hereby revoked and replaced by these Regulations.

Schedule 1- Schedule of Fees

Article 1- Scope

This Schedule of Fees is issued by the Authority and prescribes the fees that will apply and are to be paid pursuant to the Free Zone Legislation.

Article 2- Application

- (1) Where a fee is payable for any service stipulated in the annexed Table of Fees, the service request may not be regarded as received until the fee has been paid.
- (2) The Authority may also charge fees by notice for various other requested services consistent with the Free Zone's objectives, even if they are not included in the annexed Table of Fees.

Article 3-Amendment

This schedule may be updated or amended at any time by the Authority and the updated or amended version will apply upon the date of issue.

Annex- Table of Fees

| Type of Services | Fee (QAR) | Type of Fee |
|--|--|-------------|
| Sharing and sub-leasing | QAR 5,000 (annual sub- lease fee by sub-lessor) | Usage Base |
| Assigning (including by change of Beneficial Owners), transferring, novating or disposing of the Lease or premises | 500 | Usage Base |
| Registration of a Lease | 200 | One Time |
| Registration and amendment of any information in the Lease Register | 200 | Usage Base |
| Attestation – True Copy / Original Seen/ Notarization | 100 | Usage Base |
| Standard Letter/NOC to 3rd Party | 100 | Usage Base |
| Non-Standard Letters | 200 | Usage Base |

Schedule 2- Schedule of Sanctions

Article 1- Scope

This Schedule of Sanctions is issued by the Authority and prescribes the sanctions that will apply and are to be paid pursuant to the Free Zones Legislation for each single contravention of the provisions of Free Zone Legislation.

Article 2- Authority's Power to Impose a Sanction

If the Authority considers that any part or provision of the Free Zones Legislation referred to in the annexed Table of Financial Sanctions of this Schedule 2 is being contravened, without prejudice to any other legislation carrying a more severe sanction, the Authority may impose a financial sanction prescribed therein.

Article 3- Written Notice

- (1) When the Authority believes that a contravention of the provisions referred to in the annexed Table of Financial Sanctions has occurred, it may issue a preliminary notice to be served on the alleged violator.
- (2) The written notice will set out,
 - (a) the proposed decision;
 - (b) the reasons for that proposed decision, including any proposed findings of fact;
 - (c) a copy of the relevant materials which were considered in making the proposed decision;
 - (d) that the person may make written representations to the Authority concerning the proposed decision; and
 - (e) that the time for making representations will be no less than fifteen (15) days.
- (3) The recipient of the preliminary notice may request an extension of time allowed for making representations. The Authority will decide whether it is fair to allow an extension, and if so, how much additional time is to be allowed for making representations.
- (4) If the Authority receives no response or representations within the period specified in the preliminary notice, or after considering the representations decides to make the same or a different decision, the Authority will, as soon as practicable, issue a decision notice to the person in relation to whom the power is exercised specifying:
 - (a) the decision;

- (b) the reasons for the decision, including its findings of fact;
- (c) the date on which the decision is to take effect;
- (d) if applicable, the date by which any relevant action must be taken by the person; and
- (e) the person's right to seek grievance of the decision by the Authority.
- (5) If the Authority decides that the Authority should not give a decision notice, Authority will notify the relevant parties of the decision in writing.

Article 4- Prejudice to the Interests of Free Zone Entities or the Authority

- (1) If the Authority concludes that any delay likely to arise as a result of complying with the procedures in Article 3 would be prejudicial to the interests of other Free Zone Entities or otherwise prejudicial to the interests of the Authority:
 - (a) preliminary notice and representation procedures do not apply; and
 - (b) instead, the Authority must provide the person with an opportunity to make representations to the Authority in writing within a period of fifteen (15) days, or such further period as may be decided, from the date on which the decision notice is given.
- (2) If the Authority does not receive any representations within the period specified in the notice, it must inform the person in writing that the decision is to stand.
- (3) If the Authority receives representations within the period specified in the notice, after considering the representations the Authority may decide to confirm, withdraw or vary the decision and it must as soon as practicable notify the person of the decision in writing.

Article 5- Grievances

- (1) A grievance against the decisions of the Authority will be submitted by the concerned person to the Authority, within fifteen (15) days from the date of the decision notice.
- (2) The grievance will contain the following information:
 - (a) the grievant's name, surname, capacity and address;
 - (b) the grieved-against decision, the date of its issuance and the date of its notification to the grievant or the date of knowledge;
 - (c) the grounds on which the grievance is based, and the supporting documents, and explanatory memorandums;
 - (d) the specific requests of the grievant; and

- (e) the relevant means for the grievant to receive the notices related to the review of the grievance, whether by email or telephone or other means.
- (3) The Authority will review and decide upon the grievance within thirty (30) days and at the end of the review may rescind the order or may issue a new decision notice. The expiry of this period without a decision on the grievance will be considered and implicit rejection thereof.
- (4) The decision notice shall comprise a summary of the subject-matter of the grievance and the grounds upon which it is based. The grievant shall be notified, in writing, of a copy of the decision within seven (7) days from the date of its issuance, by the notification means as specified in his grievance.
- (5) The decision on the grievance or the implicit rejection, will be final.

Article 6- Non-Payment of Sanction and Repeated Contraventions

The amount of financial sanction prescribed in the decision notice will be doubled in cases of non-payment of the stipulated sanction within the prescribed time; or in cases of a repetition of a contravention which was previously subjected to sanction.

Article 7- Administrative Action

The imposition of a financial sanction does not in any way prevent the Authority from undertaking administrative action under the Free Zones Legislation, including, without limitation, the capacity of the Authority to suspend or revoke the Licence. Any administrative action by the Authority, including revoking or suspending a Licence under Free Zones Legislation, is without prejudice to the obligation of payment of any sanctions so imposed by the Authority.

Article 8- Assessment and Contraventions not Covered by Schedule 2

- (1) The appropriate sanction and level of discretion may be determined by the Authority considering the following circumstances:
 - (a) seriousness and consequences of the contravention; location, severity, quantity, extent and duration of the impact, or potential impact, of the alleged contravention; the potential of the contravention to have a wider impact on proper operation of the Free Zones; costs avoided, or profits realized by the alleged contravention; the degree of culpability of the alleged offender; issues of public concern, including the need for specific and general deterrence;
 - (b) behavior of the offender regarding the contravention, cooperation with the Authority and willingness to commit to appropriate remedial actions; whether the contravention was intentional or reckless; any voluntary action by the offender to mitigate harm, and any mechanisms implemented to prevent any recurrence;
 - (c) previous history of alleged offender with regard to compliance with legislation and frequency and seriousness of any past contraventions;
 - (d) moral repugnance associated with the contravention; and

- (e) aggravating, mitigating or other relevant factors.
- (2) The list of factors for the assessment is not exhaustive and not all the factors will apply in every case, and the weighting the Authority gives to each will depend on the particular circumstances and situation.
- (3) Where a contravention of any provision of the Regulations is not explicitly covered in the annexed Table of Financial Sanctions, the Authority may charge an appropriate financial sanction of up to ten thousand (10,000) QAR.

Article 9- Prescribed Sanctions

The financial sanction corresponding to contraventions of provisions of respective regulations are listed in the annexed Table of Financial Sanctions.

Annex-Table of Financial Sanctions

| Article of The Regulations | Nature of Contravention | Maximum Financial Sanction for Each Contravention (QAR) |
|----------------------------|---|---|
| 5(3) | Free Zone Entity operating from a residential Real Property | 2,000 |
| 5(3) | Free Zone Entity operating form a leased Real Property which is not fit for purpose | 1,000 |
| 6 | Failing to comply with fit out requirements | 2,000 |
| 6 | Failing to complete fit out works within the timeframe stipulated in the Lease | 200/breach day |
| 7(1) | Sharing, sub-leasing, assigning, transferring, novating or disposing of the Lease or premises without obtaining written approval of the Authority and the Landlord | 10,000 |
| 8, 5(4) | Failing to register Lease in the Lease Register or supply details of any changes | 2,000 |
| 9 | Failing to cooperate with the Authority and allowing proper access to the leased Real Property | 10,000 |
| 10(2) | Failing to maintain insurance policies in accordance with the terms of the relevant Lease | 2,000 |
| 10(3) | Failing to hold valid contractor's all-risk insurance and third-party insurance policies | 5,000 |
| 10(3) | Failing to provide a copies of the contractor's all-risk insurance and third-party insurance policies to the Authority prior to the commencement of any development works and / or when renewed | 1,000 |