M&M REAL ESTATE · BUYING & OWNING

Snagging & *Handover*

The pre-handover inspection that protects your capital, the checklist by room,
and the defect-liability law that keeps the developer on the hook for years.

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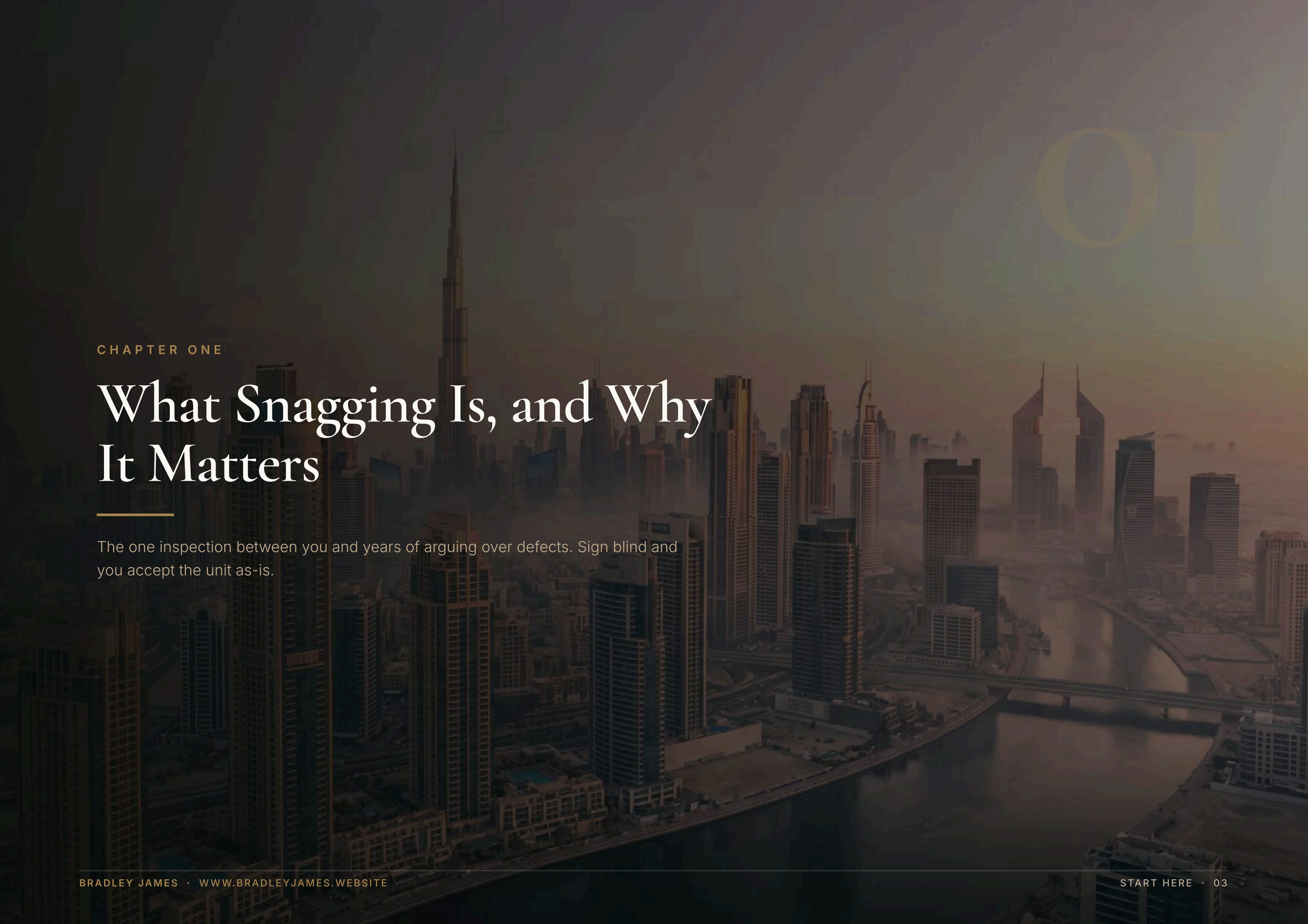
What This Guide Covers



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CHAPTER ONE

What Snagging Is, and Why It Matters

The one inspection between you and years of arguing over defects. Sign blind and you accept the unit as-is.

CHAPTER 01 · THE IDEA

The Inspection That Protects Your Capital

Snagging is the pre-handover inspection of a newly built unit: you walk the property, document every defect, and submit the list to the developer before you sign the handover certificate, release the final payment and take the keys. It is the last moment your leverage is at its highest.

A 'snag' is a workmanship or finishing defect. A paint run, a misaligned door, a chipped tile, a leaking tap, an air-conditioning unit that never reaches its setpoint. That is a different category from a structural defect, which is covered by the warranty law in Chapter 05. Snagging catches the finishing faults that a developer will fix for free before you accept, and charge you to fix after.

Here is the point that costs buyers the most money. Snagging is not a statutory requirement, so no one forces you to do it. But signing the handover certificate without inspecting means accepting the unit **as-is**. Once you have signed and paid, the developer's incentive to fix quickly collapses, and you are chasing a defect list from the weakest possible position. The inspection is cheap. Skipping it is not.

◆ WHY IT MATTERS

- You inspect before you sign, while your leverage is highest.
- Sign without inspecting and you accept the unit as-is.
- Snags are finishing faults; structural defects sit under the warranty law.
- The developer fixes snags for free before acceptance, not after.
- Document everything with dated photos. It becomes your evidence base.

◆ THE POINT

"Handover is not a formality. It is the single moment your negotiating position peaks. Use it before you sign it away."

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CHAPTER TWO

The Handover Sequence

Eight steps take you from a completion certificate to a title deed and a live utility account. Here they are in order.

From Completion Certificate to Keys

The handover of a Dubai off-plan unit follows a defined sequence. Knowing the order tells you where your snagging inspection sits, which is between the handover notice and the final payment, and why the timing matters so much. Once you have paid and signed, several of these steps become irreversible.

1

Building Completion Certificate

Step 1 · The developer secures the BCC from Dubai Municipality (or Trakhees in free zones), confirming the building is complete and fit for occupation.

2

Handover notice

Step 2 · A formal written notice that the unit is ready. You typically have 14 to 30 days under the SPA to respond, inspect, pay and take keys.

3

Snagging inspection

Step 3 · You inspect, self or professional, document defects, and submit a written snag list. Do this before final payment.

4

Final payment

Step 4 · The last instalment, commonly the final 5 to 10 percent under the payment plan, is cleared before keys are released.

5

Sign handover certificate + NOC

Step 5 · You sign acceptance; the developer issues a No Objection Certificate confirming no outstanding payments, with a final statement.

6

Oqood to title deed

Step 6 · Ownership converts from the interim Oqood record to a full DLD title deed. No second 4 percent if it was paid at the Oqood stage.

7

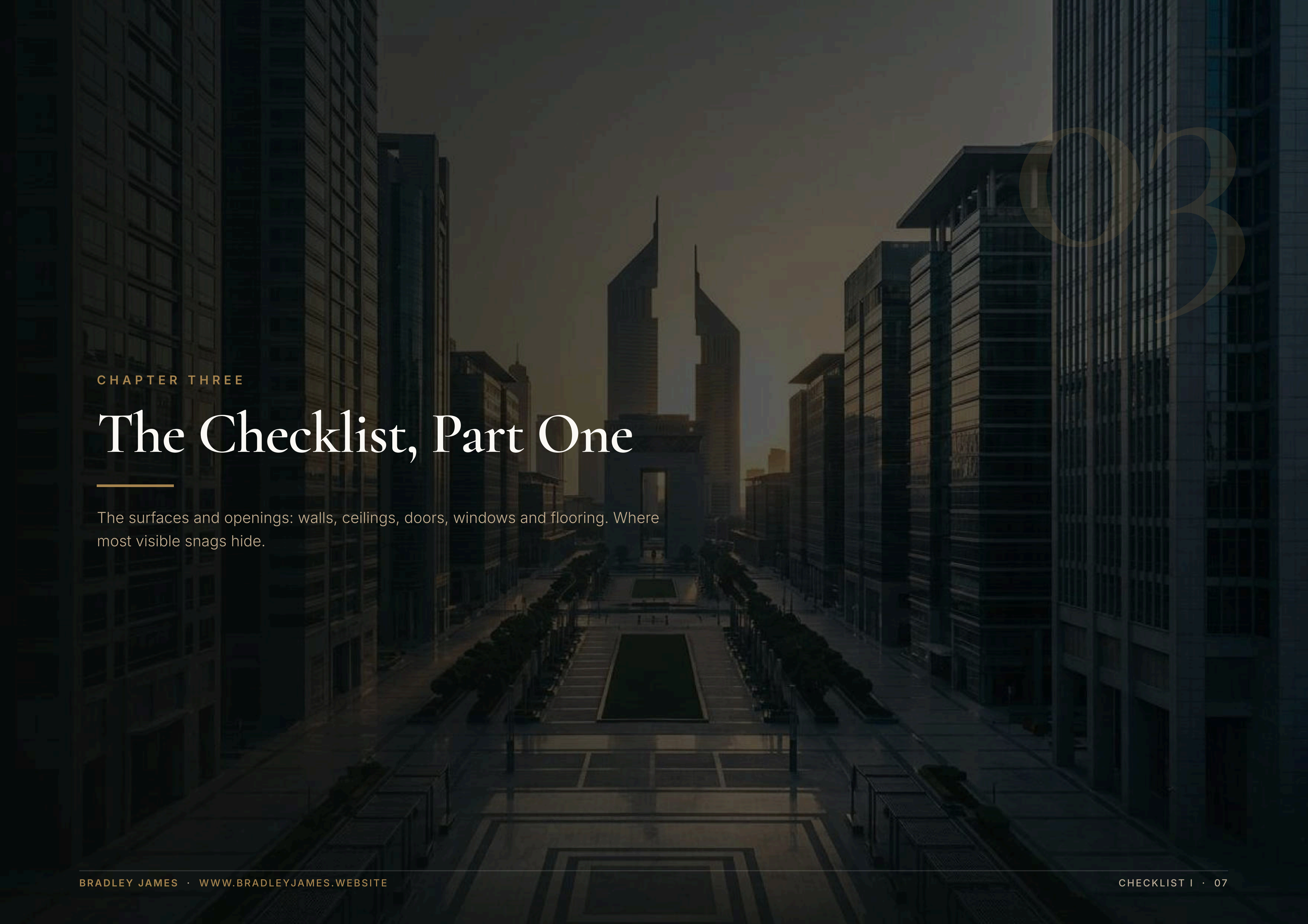
Key release

Step 7 · Keys and access cards are released once payment is cleared and the certificate is signed.

8

Connect DEWA

Step 8 · You activate the electricity and water account under the move-in service, using your title deed and Emirates ID.



CHAPTER THREE

The Checklist, Part One

The surfaces and openings: walls, ceilings, doors, windows and flooring. Where most visible snags hide.

Walls, Doors, Windows and Floors

Work room by room and system by system. This is compiled best-practice guidance corroborated by professional snagging firms, not a legal standard, so treat it as a thorough checklist rather than a code. Start with the fabric of the unit: the surfaces you see and the openings you use every day.

AREA	WHAT TO CHECK
Walls, paint, ceilings	Even coverage, no runs, roller marks, patchiness or colour mismatch; no cracks, dents, bubbling or damp staining; skirting flush; no gaps at wall-to-ceiling junctions; ceiling free of sagging or stains around fittings
Doors and windows	Doors open, close and latch smoothly, aligned in the frame, no scraping; handles, locks and hinges work; keys provided and working; windows seal; no cracked glass; rubber seals intact; no drafts or daylight gaps
Flooring	Tiles level, no lippage, cracks or chips; consistent grout lines; no hollow or drummy tiles; no loose, scratched or stained tiles, laminate or marble; skirting continuous; room-to-room transitions flush

Practical guidance corroborated by professional snagging firms. Not a statutory standard. Photograph every defect with the date visible.

These three areas produce the majority of a typical snag list, because they are the finishes most exposed to rushed work at the end of a build. A hollow-sounding tile or a door that will not latch is quick to record now and slow to argue about later.

◆ HOW TO WORK A ROOM

Move clockwise from the door and check high, middle and low: ceiling and cornices, then walls and openings, then floor and skirting. Tap tiles for a hollow sound, run every door and window, and note each fault against its exact location so the developer cannot misplace it.

CHAPTER FOUR

The Checklist, Part Two

The systems that fail expensively: kitchen, bathrooms, water pressure, electrical, air-conditioning and the balcony.

Kitchen, Bathrooms, Electrical and HVAC

Now the systems, where a missed defect costs the most to put right after you have accepted. Run the water, test every socket, and hold the air-conditioning to its setpoint before you sign anything.

SYSTEM	WHAT TO CHECK
Kitchen	Cabinets aligned, doors and drawers open and close, soft-close works; countertops sealed, no chips; splashback intact; sink drains freely, no leaks under the unit; tap pressure adequate; any supplied appliances powered and working; extractor runs
Bathrooms, plumbing, water pressure	Taps and showers run hot and cold with consistent pressure; all drains clear quickly with no backflow; WCs flush and refill; no running cistern; no leaks under basins or behind the WC; sealant clean and continuous; water heater works; floor falls to the drain, no pooling
Electrical, sockets, DB board	Every socket and switch tested and live with a socket tester; lights and dimmers work; distribution board correctly labelled; RCD trip test works; no exposed wiring; outlet count matches the plan; intercom, video doorbell and smart panel operational
AC, HVAC, cooling	Each zone cools to setpoint, thermostat responds; no unusual noise; no water leaks or condensation drips from units or grilles; filters clean and installed; even airflow across all vents; fan coil units or ducted splits working per zone
Joinery and wardrobes	Built-in wardrobes aligned, doors close, shelves and rails secure; no chips, scratches or veneer lifting; handles fitted; mirrors mounted level and secure
Balcony and external	Balustrades secure and to height; glass panels intact; balcony floor drains, no pooling; waterproofing sound; sliding-door track clean and running; external glazing uncracked; drainage outlets clear
MEP and snag report	Cross-check mechanical, electrical, plumbing and drainage as one integrated system; professional firms add thermal imaging, moisture detection and water-pressure testing; compile a written, photo-documented list, then re-inspect (de-snag) to confirm each fix before final acceptance

◆ THE DE-SNAG

Submitting the list is only half the job. Once the developer reports the snags fixed, go back and re-inspect every item before you sign acceptance. A defect marked 'closed' on paper is not the same as one you have seen working with your own eyes.

◆ WORTH PAYING FOR

"A professional inspection runs a market range of roughly 800 to 2,200 dirhams for an apartment and 2,000 to 4,000-plus for a villa, plus VAT. Against a defect list, it is cheap insurance."

CHAPTER FIVE

The Defect Liability Law

The most important chapter. Two separate laws keep the developer, the contractor and the engineer liable for years.

Your Warranty Does Not End at Handover

A snag list handles the finishing faults you can see. This is what handles the serious defects you cannot, and it is the part of the process that most protects your capital. Two separate legal regimes run in parallel.

First, the developer owes you a direct statutory warranty under **Article 40 of Dubai Law No. 6 of 2019** on jointly owned real property. It has two periods with two different start dates. The developer is liable for **10 years for structural defects**, foundations, load-bearing walls, columns and slabs, and that clock starts from the date of the **completion certificate**. Separately, the developer is liable for **1 year for defective installations**, the mechanical, electrical, sanitary and sewerage works, and that clock starts from the **handover** of your unit. If you refrain from taking possession, the 1-year installations clock runs from the completion certificate instead. This warranty cannot be contracted away; any agreement to waive it is void.

Second, and separately, the **contractor and the supervising engineer** carry **decennial liability** under the UAE Civil Code: 10 years of strict liability for total or partial collapse or any defect that threatens the building's structural safety. It runs from delivery of the works, attempts to exclude it are void, and a claim must be brought within 3 years of collapse or discovery. This currently sits at Articles 880 to 883 of Federal Law No. 5 of 1985, re-enacted at Articles 821 to 824 of Federal Decree-Law No. 25 of 2025, which comes into force on 1 June 2026.

◆ TWO CLOCKS, TWO DATES

The single most useful thing to remember: the 1-year installations clock starts at handover, the 10-year structural clock starts at the completion certificate. They are different trigger dates, so note both on the day you take the keys.

◆ NON-WAIVABLE

"If a developer's contract tries to shorten or waive the Article 40 warranty, that clause is null. The law overrides it. Your protection does not depend on goodwill."

Who Is Liable, For What, and For How Long

The two regimes overlap but reach different parties. For a buyer, Article 40 against the developer is the first and simplest lever. The Civil Code decennial route is the additional path that reaches the contractor and engineer directly when a structural safety defect appears. Here they are side by side.

	DEVELOPER (ART 40, LAW 6/2019)	CONTRACTOR & ENGINEER (CIVIL CODE DECENNIAL)
Who is liable	The developer, directly to the unit owner	The contractor and the supervising engineer, jointly
What it covers	10-yr structural; 1-yr installations (MEP, sanitary, sewerage)	Total or partial collapse, or any defect threatening structural safety
How long	10 years structural; 1 year installations	10 years from delivery of the works
When the clock starts	Structural: completion certificate. Installations: handover	Delivery of the works (typically the taking-over certificate)
Fault needed	Statutory duty to repair or replace defects	Strict liability, no need to prove fault
Can it be waived	No. Any waiver is void	No. Any exclusion or limitation is void
Claim window	Within the relevant liability period	Within 3 years of collapse or discovery of the defect

Article 40 sits in Dubai Law No. 6 of 2019 (Jointly Owned Real Property). The decennial regime is Arts 880 to 883 of Federal Law 5/1985, re-enacted as Arts 821 to 824 of Federal Decree-Law 25/2025, in force 1 June 2026. A further 2026 building-safety law is on the DLD index and is worth checking with your lawyer at the time.

◆ WHICH LEVER FIRST

For most buyers the answer is Article 40 against the developer: one counterparty, a direct duty, no need to prove fault. Reserve the Civil Code decennial route against the contractor and engineer for a genuine structural safety failure, where it gives you an additional, powerful claim.

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CHAPTER SIX

DEWA and the Move-In

The last practical step: activating power and water, and the small closing fees at title-deed transfer.

CHAPTER 06 · TURNING IT ON

Activating Utilities and Closing the File

With the certificate signed and keys in hand, two small pieces of admin remain: energising the unit and finishing the title-deed transfer. As an owner you activate the electricity and water account with DEWA under the **Activation of Electricity and Water (Move-in)** service, using your **title deed** and Emirates ID. Ejari is for tenants, not owners, so you do not need it.

Budget a **refundable security deposit** of roughly 2,000 dirhams for an apartment or 4,000 for a villa, plus a small supply activation fee, and expect power within about 15 working hours of payment. Treat these figures as the widely published standard and confirm the current amounts on the DEWA portal, since they are set by the authority and can change.

AED 2,000
REFUNDABLE DEWA DEPOSIT, APARTMENT (CONFIRM CURRENT)
DEWA, confirm current

AED 4,000
REFUNDABLE DEWA DEPOSIT, VILLA (CONFIRM CURRENT)
DEWA, confirm current

~15 hrs
TYPICAL TIME TO ENERGISE AFTER PAYMENT
DEWA move-in service

On the title-deed side, if the 4 percent DLD registration fee was paid back at the Oqood stage, there is **no second 4 percent** at handover. Only a title-deed issuance fee of about 250 dirhams, a map fee of about 250, and minor admin apply, and conversion typically takes 4 to 8 weeks. Confirm the current fee schedule on the DLD or Dubai REST platform at the point of transfer.

WHAT YOU NEED TO HAND

- Your title deed (owners activate DEWA on this, not Ejari).
- Emirates ID, and the developer's NOC and final statement.
- The refundable deposit: about 2,000 apartment, 4,000 villa.
- Confirm the live DEWA and DLD figures on the portals at the time.

A SMALL NUMBER

"The closing fees at transfer, roughly 250 for the title deed and 250 for the map, are the last of it. Confirm them at transfer, but they are minor beside the deal."

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CHAPTER SEVEN

If the Developer Will Not Fix

A defect ignored is not the end of the road. Here is the escalation ladder, from soft to formal.

From Withholding Acceptance to the Courts

If the developer drags on defects, you have a clear, escalating path, and it starts with the leverage you hold before you sign. Work it in order. Each rung is cheaper and faster than the next, and most disputes resolve well before the top.

1. **Withhold acceptance. Do not sign the handover certificate blind.**
   Your strongest position is before signing and before final payment. Record every snag in writing first. Signing without recording defects means accepting the unit as-is.
2. **Send a formal written complaint to the developer.**
   Attach the dated, photo-documented snag report and reference the developer's Article 40 warranty obligation. Put the duty in writing.
3. **File a RERA or DLD complaint via Dubai REST.**
   RERA is the regulatory arm of the DLD. There is generally no filing fee; an initial response typically comes within about 5 business days, with mediation aiming at resolution inside roughly 60 days.
4. **Escalate to the DLD Real Estate Disputes Center.**
   If mediation fails, take it to the DLD's dispute-resolution body. Contractual disputes there commonly resolve within about 3 to 6 months.
5. **Litigate in the Dubai Courts, or arbitrate if the SPA provides for it.**
   The final route, for compensation, enforcement or rescission. For structural defects you can also pursue the Civil Code decennial claim against the contractor and engineer.

◆ KEEP THE PAPER

Your case is only as strong as your evidence. Keep the SPA, payment receipts, the Oqood certificate, IDs, every notice and item of developer correspondence, the snag report itself, and dated photos and videos. The buyer who documents wins the argument.

◆ WHERE IT ENDS

"Most defect disputes never reach a courtroom. A documented snag report and a RERA complaint citing Article 40 resolve the large majority. The paper trail is the leverage."

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CHAPTER EIGHT

Straight Answers

The questions buyers actually ask about snagging, handover and the warranty that follows them home.

The Questions Buyers Actually Ask

Q. Is snagging a legal requirement?
No. Snagging is not a statutory requirement, so no one forces you to do it. But signing the handover certificate without inspecting means accepting the unit as-is, which is why it matters. The right to inspect before you sign is your strongest, cheapest protection.

Q. What is the difference between a snag and a structural defect?
A snag is a finishing or workmanship fault: paint runs, a misaligned door, a chipped tile, a leaking tap. A structural defect affects the fabric of the building, its foundations, walls, columns or slabs. Snags are fixed off your snag list before acceptance; structural defects are covered for 10 years under the warranty law.

Q. How long is the developer liable after handover?
Under Article 40 of Dubai Law No. 6 of 2019, the developer is liable for 10 years for structural defects, counting from the completion certificate, and 1 year for installations such as mechanical, electrical and plumbing works, counting from handover. The warranty cannot be waived, and any clause that tries to is void.

Q. Who else is liable besides the developer?
The contractor and the supervising engineer carry decennial liability under the UAE Civil Code: 10 years of strict liability for collapse or defects threatening structural safety, running from delivery of the works. It is currently Articles 880 to 883 of Federal Law 5 of 1985, re-enacted as Articles 821 to 824 of Federal Decree-Law 25 of 2025 from 1 June 2026. For a buyer, the Article 40 claim against the developer is the simplest first lever.

Q. What should professional snagging cost?
As a market range, roughly 800 to 2,200 dirhams for an apartment and 2,000 to 4,000-plus for a villa, plus VAT, depending on size, scope and whether thermal imaging and moisture detection are included. These are advisory ranges, not a regulated tariff, so get a fixed quote for your unit.

Q. What do I need to move in?
Your title deed, not Ejari, to activate DEWA as an owner, plus your Emirates ID and the developer's NOC. Budget a refundable DEWA deposit of about 2,000 dirhams for an apartment or 4,000 for a villa, and confirm the live figure on the portal. Power is usually on within about 15 working hours of payment.

Q. The developer will not fix a real defect. What now?
Work the ladder. Withhold acceptance if you have not yet signed, send a written complaint citing Article 40, then file a RERA or DLD complaint through Dubai REST at no filing fee. If that fails, the DLD Real Estate Disputes Center and then the courts. Keep every document and dated photo throughout; the paper trail is your leverage.

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Every Figure, Sourced

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Inspect Before You Sign.

◆ ABOUT BRADLEY

Not a broker, an advisor. I built a business in the UK and spent more than a decade advising people from all walks of life, before moving to Dubai and joining M&M Real Estate to work at a higher strategic level than the typical transactional broker. I specialise exclusively in off-plan investment for overseas and high-net-worth clients, I put my own capital into the projects I recommend, and my business is more than 80% referral-driven, because every client came through someone who trusted me first.

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