Booking Form - Promise to Sell

Reservation Date		**External Broker / Agency:**	
Reservation No.		**Agent Name:**	
Sales Type (New/Resale)			

Instructions

1. Fill in this booking form using block letters. All details must be clearly legible.
2. Please read the Terms and Conditions carefully before filling in this Booking Form.
3. Please attach:
   For individuals—passport photocopy, Emirates ID (if UAE resident)
   For Corporations – Trade License photocopy & authorized signatory's passport photocopy.
4. Mode of payment to be clearly mentioned.
5. Tick ONLY relevant boxes.

Details of Seller	
Name	
Address	
Email	
Developer ID No	**2236**

Details of Applicant			
Full Name	**No Data No Data No Data**	**Share**	**No Data**
Nationality	**No Data**		
Passport No.	**No Data**		
Emirates ID	**No Data**		
Address/P.O Box	**No Data**		
Town/City	**No Data**		
Country	**No Data**		
Post Code	**No Data**		
Tel (Res)	**No Data**		
Tel (Mobile 1)	**No Data**		
Fax No	**No Data**		
Email 1	**No Data**		

Applicant's SIGNATURE
No Data
_____

SELLER'S SIGNATURE
_____

SIGNATURE OF SELLER'S SALES MANAGER
_____

SIGNATURE OF SELLER'S SALES HEAD
_____

Unit Details					
Floor		**Property (the "Unit")**		**Unit Type/Unit Code**	
Unit Area sq.ft.		**Tower**		**Anticipated Completion Date**	
Number of Parking Bay(s) (Included in Purchase Price)		**Project details**			

Payment Details	
Total Sales Value	
Total Registration / Administration fees	

Applicant Account Details	
Account Holder Name	**0**
A/C No.	**0**
IBAN No.	**0**
Bank Name	**0**
Bank Address	**0**

Applicant's SIGNATURE
No Data
_____

SELLER'S SIGNATURE
_____

SIGNATURE OF SELLER'S SALES MANAGER
_____

SIGNATURE OF SELLER'S SALES HEAD
_____

Terms and Conditions

1. The First and Joint Applicant (if applicable) will hereinafter be referred to as the "Applicant" collectively. The First and Joint Applicant will be jointly and severally liable under the terms and conditions of this Booking Form (the "Terms").
2. These Terms constitute an irrevocable confirmation by the Applicant of their interest in reserving the Unit and apply solely to the conditions and procedures governing such reservation. The Applicant acknowledges that the final and comprehensive terms relating to the purchase of the Unit, including the matters outlined in Section 5, shall be set out in the Sale and Purchase Agreement (the "Agreement" or the "Sale Documents"), to be executed in the form attached hereto as Appendix A, in accordance with Section 3. The Applicant further unconditionally and irrevocably acknowledges that this Booking Form, together with the obligations set out herein, constitutes a binding promise to enter into the Agreement pursuant to Articles 146 to 148 of the UAE Civil Transactions Law. In the event that the Applicant fails to sign the Agreement in accordance with the foregoing, the Booking Deposit (as defined below) shall be forfeited in full to the Seller, without prejudice to any other rights or remedies to which the Seller may be entitled under this Booking Form, including but not limited to those set out in Section 7 hereof.
3. By no later than 30 days following the clearance of payment of the Booking Deposit (as defined below) by the Applicant to the Seller pursuant to Section 6, the Seller shall notify the Applicant in writing via email to execute the Agreement, submit the post-dated cheques ("PDCs"), to be issued by a banking institution licensed by the UAE Central Bank, in accordance with the Payment Schedule, and commence payment of the Purchase Price in accordance with the same. Should the Applicant fail to sign the Agreement within 15 days from the date of such notice and deliver the PDCs, the Seller shall be entitled to exercise any of the remedies provided under this Booking Form, including but not limited to those set out in Sections 6 and 7.
4. The Applicant shall provide all the documents specified in this Booking Form to the satisfaction of the Seller, no later than 7 days from the Booking Form Date.
5. The Applicant acknowledges that the Agreement shall include certain provisions (but are not limited to) to confirm that:

   5.1. The Unit is located in Al Barsha South Fourth, Dubai, UAE, and the master developer of this project is NAKHEEL PJSC (the "Master Developer"). The Applicant will be subject to the present and future rules, regulations and requirements of the Master Developer;

   5.2. the Applicant will be liable for their costs, expenses, fees, value-added tax (VAT) and any other taxes imposed by the relevant regulatory departments or municipalities of the local government or the Federal Government of the UAE in connection with this Booking Form and the registration of title of the Unit at the Dubai Land Department upon completing the purchase and execution by the Applicant of the Agreement in accordance with Section 2 of the Terms; and

   5.3. the terms and conditions regarding the payment of the balance, inspection, handover and occupation by the Applicant of the Unit.

6. Without prejudice to Section 2, a booking deposit in the amount specified in the Payment Schedule (the "Booking Deposit") shall be paid by the Applicant to the Seller as earnest money on the date of this Booking Form, as set out above (the "Booking Form Date"), in order to reserve the Unit. The Purchase Price shall be payable by the Applicant following execution of the Agreement, in accordance with the payment schedule set out therein and in the manner prescribed in Section 3. The Booking Deposit paid under this Booking Form shall be applied toward the Purchase Price, only upon and subject to the signing of the Agreement in accordance with this Booking Form.
7. The Applicant undertakes to make all payments on time in accordance with Section 6 above. The Applicant acknowledges and agrees that failure to pay the Booking Deposit on the due date and/or failure to execute the Agreement in accordance with Section 3 shall each constitute a breach by the Applicant of its obligation pursuant to the Booking Form, a withdrawal by Applicant from purchasing the Unit and an unconditional and irrevocable forfeiture of the entire Booking Deposit which the Seller is entitled to retain as compensation in accordance with Section 2. Without prejudice to the foregoing and to any other legal remedies entitled to the Seller, this Section 7 entitles the Seller to sell the Unit to any third party in the event the Applicant fails to pay the Booking Deposit under Section 6 above and/or in the event the Applicant fails to execute the Agreement as stipulated under Section 3.
8. The Applicant unconditionally and irrevocably understands and acknowledges the following:

   8.1. as previously stated in Section 2, this Booking Form, along with the obligations contained herein, constitutes a binding promise to enter into the Agreement, in accordance with Articles 146 to 148 of the UAE Civil Transactions Law;

   8.2. that this Booking Form is not, and shall not be considered, under any circumstances, including for the avoidance of doubt, any receipt by the Seller of the PDCs or the payment of DLD fees in accordance with the Payment Schedule, as a sale and purchase agreement for any legal purpose, or constitute any title disposition in relation to the Unit, including but not limited to the purposes of an official or initial registration with the DLD in accordance with Law No. (13) of 2008 Regulating the Interim Real Property Register in the Emirate of Dubai, and its implementing regulations, as amended from time to time;

   8.3. that the Agreement will be executed in accordance with this Booking Form, subject to my full compliance with the terms and payment obligations contained herein. Until such time, no sale, transfer, or assignment of any interest or title disposition in the Unit, whether initial, preliminary, conditional, or otherwise, shall be deemed to have occurred;

   8.4. that the Booking Form, including for the avoidance of doubt, any receipt by the Seller of the PDCs or the payment of DLD fees in accordance with the

Applicant's SIGNATURE	**SELLER'S SIGNATURE**	**SIGNATURE OF SELLER'S SALES MANAGER**
No Data	_____	_____
_____		

SIGNATURE OF SELLER'S SALES HEAD

_____

HIRAT REAL ESTATE DEVELOPMENT

Payment Schedule, does not give rise to any obligation on the part of the Seller to register the Unit in the DLD's Interim Register until the Agreement has been duly executed;

8.5. In the event the Applicant elects to proceed with the long-term payment plan in respect of the Unit, the post-handover installments of the Purchase Price, as outlined in the Payment Schedule, shall be structured as payments under a lease arrangement. Under such arrangement, the Applicant shall obtain possession of the Unit pursuant to a lease agreement to be executed concurrently with the Agreement, and the payments made under the lease shall be applied towards the post-handover installments of the Purchase Price. The Applicant hereby irrevocably acknowledges and accepts these arrangements, and further understands that failure to enter into the said lease agreement (which, for the avoidance of doubt, shall be deemed a Sale Document for the purposes of this Booking Form) shall entitle the Seller to exercise the same remedies available to it in the event of the Applicant's failure to enter into the Agreement, as provided herein.

8.6. This Booking Form is personal to the Applicant, is not assignable or transferable, and the Applicant may not at any time assign his rights and obligations under this Booking Form to any third party.

9. The Seller may assign this Booking Form in favour of any affiliate or group company by serving written notice of assignment to the Applicant. The Applicant hereby consents to any such assignment and/or any change of shareholding in the Seller and/or its parent company in accordance with Applicable Law, and no further consent from the Applicant shall be required, except to the extent required by any laws or regulations that are or may be applicable to this Booking Form ("Applicable Laws").
10. The Seller may, in its sole and absolute discretion, change the Escrow Account for holding of the Booking Deposit and any other payment and transfer the funds contained therein to another bank or financial institution duly licensed in the UAE pursuant to the Applicable Laws, and the Applicant hereby unconditionally consents to any such transfer and no further consent from the Applicant shall be required.
11. The Applicant confirms, undertakes and warrants:
12. that the Booking Deposit and all other amounts payable pursuant to this Booking Form, are derived from legitimate sources and are not related to proceeds of crime or money laundering either directly or indirectly or through illegal means of any nature and that he/it shall strictly comply with the anti-money laundering requirements under the Applicable Laws including the Foreign Account Tax Compliance Act (if applicable) in respect of payment of the Booking Amount and all other amounts payable pursuant to this Booking Form;

    12.1. that the information and/or documents provided by the Applicant pursuant to this Booking Form, including any KYC details, are accurate and valid and it/they shall provide further any such information and/or documents as may be reasonably required by the Seller and/or as per the Applicable Laws and it/they shall keep the Seller informed at all times if there is any change in the information and/or documents provided; and

    12.2. that it shall always remain compliant with laws, by-laws and implementing regulations on Sanctions of the relevant authority of the United Arab Emirates, the U.S. Government, the United Kingdom, the United Nations, the European Union, the respective governmental institutions and agencies of any of the foregoing, including without limitation, the Office of Foreign Assets Control, the United States Department of State, the United States Department of Commerce, and His Majesty's Treasury ("Sanctions Authority"). For the purposes of this Booking Form, "Sanctions" means any applicable financial or economic sanction administered or enforced by a Sanctions Authority. The Applicant further undertakes that:

    12.3. neither the Applicant, nor any director or officer or authorized representative or power of attorney holder (as applicable), is a Sanctioned Person;

        12.3.1. the Unit shall not be used by the Applicant for any activities, business, transactions, or dealings with, or for the benefit of any Sanctioned Person or in any Sanctioned Country, unless permitted by applicable Sanctions; and

        12.3.2. for the purposes of this Booking Form, the "Sanctioned Person" and the "Sanctioned Country" are as defined by the Sanctions Authority.

        12.3.3. that it shall indemnify and hold harmless the Seller against all costs, expenses, losses and other liabilities, including without limitation any actions taken by any authorities, that may be suffered or incurred by the Seller as a result of the Applicant's breach of any undertaking and warranty as set out in this Section 12 being untrue, without any limitation in time.

    12.4. The Property Details, including the Unit as set out hereinabove, as well as the designs, drawings, plans and layout of the Unit, are subject to change by the Seller at any time prior to the Applicant delivering the executed Agreement to the Seller. Should there be a variation in the saleable area of the Unit from the saleable area stated in this Booking Form, the Purchase Price shall be recalculated in accordance with the Applicable Laws and/or the approval of the relevant authorities.

13. Any change, addition, or deletion of a joint Applicant, within the immediate family members of the Applicant, shall be subject to prior written approval of the Seller and will be subject to the payment of the prevailing administrative fees and signing of any such documents as may be required by the Seller.
14. The Applicant is required to pay an administrative fee(s) to the Seller for any change in the particulars of the Applicant after the signing of the Booking Form, which shall be subject to the prior written approval of the Seller.
15. The Applicant acknowledges that Seller may cancel this Booking Form at any time prior to its own signing of the Agreement. In the event of such cancellation,

Applicant's SIGNATURE	**SELLER'S SIGNATURE**	**SIGNATURE OF SELLER'S SALES MANAGER**
No Data	_____	_____
_____		

SIGNATURE OF SELLER'S SALES HEAD

_____

all amounts paid by the Applicant under this Booking Form shall be refunded in full and without interest. The Applicant shall have no further claim, right, or entitlement to any compensation or damages resulting from such cancellation. To this effect, the Applicant hereby unconditionally and irrevocably waives any and all other remedies, claims, rights, or entitlements, at law, in equity, or under any statute, regulation, practice, or otherwise, however arising out of the Seller's withdrawal. This waiver shall prevail notwithstanding any Applicable Law.

16. This Booking Form is prepared in two counterparts, one for the Seller and one for the Applicant, each of which, when executed, shall be an original, but the two counterparts together constitute one and the same document.
17. This Booking Form shall supersede all previous verbal or written negotiations, agreements and documents (including any Expression of Interest) entered into between the parties.
18. Any notice or demand of any nature which either party to this Booking Form may serve upon the other party, shall be in writing addressed to the other party and if sent by the Seller addressed to the first Applicant only and shall be served by delivering it to the address, email address or fax number as set out in the Applicant Details of this Booking Form or to such other address, email address or fax number as may be notified in writing by either party.
19. This Booking Form is intended solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favour of, any person other than the parties hereto.
20. The Applicant acknowledges that the Master Community in which the Unit is located is under development. The development of the Master Community shall be governed by and subject to a master plan as amended from time to time ("Master Plan"), and the Applicant acknowledges that the Master Plan is subject to change.
21. The Booking Form shall be governed by and construed in accordance with the Laws of the Emirate of Dubai and the applicable laws of the United Arab Emirates.
22. **Dispute Resolution Mechanism**
23. In the event of any dispute or difference arising out of or in connection with this Booking Form, including any question regarding its existence, validity or termination ("Dispute"), the Parties shall first use reasonable endeavours to resolve the Dispute amicably within a period of thirty (30) calendar days of the said written notice.

    23.1. If they do not reach an amicable resolution within a period of thirty (30) calendar days, then the Dispute shall be finally referred to the Dubai Courts.

    23.2. I/We, the above-named Applicant(s), hereby agree to be bound by the Terms and apply to reserve the Unit in accordance with the same. I/We hereby confirm that the details provided by me/us in this Booking Form are true and accurate to the best of my/our knowledge. The Parties also agree that this Booking Form may be signed by electronic as well as scanned PDF signatures and further consent and agree

Applicant's SIGNATURE
No Data
_____

SELLER'S SIGNATURE
_____

SIGNATURE OF SELLER'S SALES MANAGER
_____

SIGNATURE OF SELLER'S SALES HEAD
_____