

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	

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

Unit Details					
Floor	-	Property (the "Unit")		Unit Type/Unit Code	0 BR
Unit Area sq.ft.	-	Tower	-	Anticipated Completion Date	
Number of Parking Bay(s) (Included in Purchase Price)	0	Project details			

PURCHASER'S SIGNATURE

Date: _____

SELLER'S SIGNATURE

Date: _____

SIGNATURE OF SELLER'S SALES MANAGER

Date: _____

SIGNATURE OF SELLER'S SALES HEAD

Date: _____

Payment Details

Total Sales Value

Total Registration / Administration fees

Bank / Payment Account Details

Account Name

A/C No.

IBAN No.

Bank Name

SWIFT

Purchaser Account Details

Account Holder Name

A/C No.

IBAN No.

Bank Name

Bank Address

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SIGNATURE OF SELLER'S SALES MANAGER

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SIGNATURE OF SELLER'S SALES HEAD

Date: _____

Payment Terms

- Any advance payment made towards the Property on or before the Booking Date shall be treated as part payment of the Booking Amount and this Booking Form shall become effective only upon receipt of the Booking Amount in full by the Seller. The Booking Amount (including any advance payment) will be deemed to be received only upon realization, irrespective of any delay on the part of the Seller in cashing or depositing any payments.
- Where PDCs are required under the applicable Payment Schedule and SPA, such PDCs shall be issued and delivered by the Purchaser to the Seller upon execution of the SPA. In respect of a non-resident Purchaser, the Seller may accept such other form of payment as approved by the Seller in writing.

Terms and Conditions

- The first Purchaser and any joint or additional purchaser identified in this Booking Form shall collectively be referred to as the "Purchaser". Where there is more than one Purchaser, their obligations under this Booking Form shall be joint and several.
- This Booking Form records the Purchaser's application to reserve and purchase the Unit identified above and the commercial terms applicable to such reservation. The Purchaser acknowledges and agrees that this Booking Form constitutes a binding promise by the Purchaser to enter into the applicable Sale and Purchase Agreement (the "Agreement" or "SPA") pursuant to Articles 135 to 137 of the UAE Civil Transactions Law, as amended. This Booking Form is not itself an off-plan sale and purchase agreement and does not constitute a transfer, disposition or registration of title or any proprietary interest in the Unit. The sale and purchase of the Unit shall be governed by the applicable Agreement once executed.
- JVC HIRAT REAL ESTATE L.L.C (the "Seller") may use different approved payment plans for J-Haus Residences. The Purchaser shall enter into the form of SPA applicable to the payment plan selected and recorded in this Booking Form, being either the applicable Pre-Handover Payment Plan SPA or Post-Handover Payment Plan SPA. The Unit details, Purchase Price and Payment Schedule contained in this Booking Form shall be reflected in the applicable SPA.
- The Purchaser shall pay the Booking Deposit specified in the Payment Schedule by the applicable due date. The Booking Deposit constitutes earnest money in connection with the Purchaser's promise to proceed with the purchase and shall, upon execution of the SPA, be credited towards the Purchase Price. Subject to Applicable Law, if the Purchaser withdraws from the proposed purchase, fails to pay the Booking Deposit when due, or fails to execute the SPA in accordance with this Booking Form, the Seller may retain the Booking Deposit as earnest money and agreed compensation to the extent permitted under Articles 135 to 137 of the UAE Civil Transactions Law and Applicable Law.
- The Purchaser shall provide all missing identification, KYC, source-of-funds, corporate and other supporting documents reasonably required by the Seller and/or any Relevant Authority within seven (7) days from the Booking Date or such earlier date as may reasonably be required to complete the transaction.
- The Purchaser confirms that all information and documents provided to the Seller are true, accurate, complete and valid and undertakes to promptly notify the Seller of any change. The Seller may suspend the transaction or decline to proceed until its applicable KYC and compliance requirements have been satisfactorily completed.
- Following completion of the applicable booking, payment and KYC requirements, the Seller shall arrange for the applicable SPA to be provided to the Purchaser for execution. The Purchaser shall execute and return the signed SPA within fifteen (15) days from the date on which the Seller or its authorised service provider requests execution, unless otherwise agreed in writing. Where required under the applicable SPA and Payment Schedule, the Purchaser shall also provide the required PDCs or other approved payment arrangements upon execution of the SPA.
- If, before execution of the SPA, the Purchaser:
 - notifies the Seller that it no longer wishes to proceed with the purchase;
 - fails to pay the Booking Deposit when due;
 - fails to provide the required KYC or transaction documentation within the required period; or
 - fails to execute the SPA within the period specified under this Booking Form,
 8.1. the Seller may, subject to Applicable Law:
 - cancel this Booking Form;
 - release the Unit and make it available for sale to another purchaser; and
 - retain the Booking Deposit as earnest money and compensation to the extent permitted under this Booking Form and Applicable Law.
 Any amount received from the Purchaser in excess of the amount that the Seller is legally entitled to retain shall be refunded to the Purchaser without interest. Following execution of the SPA, any default, termination, retention, compensation or other remedy relating to the sale and purchase of the Unit shall be governed by the SPA and Applicable Law.
- This Booking Form does not itself require the Seller to register the Unit in the DLD Interim Real Estate Register. Following execution of the SPA and satisfaction of the applicable DLD requirements, the Seller or its authorised service provider shall proceed with the initial registration process in accordance with Applicable Law. The Purchaser shall bear all DLD registration fees and other governmental fees, charges, taxes and VAT (if applicable) payable by the Purchaser in connection with the reservation and purchase of the Unit, in accordance with Applicable Law and the SPA.
- The Unit forms part of J-Haus Residences, located in Al Barsha South Fourth, Dubai, UAE;
 - The project is situated within Jumeirah Village Circle and the master developer is NAKHEEL PJSC (the "Master Developer");
 - The Purchaser acknowledges that the Unit, the Building and the Master Community shall be subject to the applicable master community rules, declarations, regulations and requirements, as amended from time to time in accordance with Applicable Law.
- The Purchaser acknowledges that the plans, specifications, finishes and other details of the Unit may be subject to changes permitted under the SPA and Applicable Law. Once the SPA has been executed, any variation to the Unit, its area, plans, specifications or Purchase Price shall be governed by the SPA.
- Before execution of the SPA, any addition, deletion or replacement of a Purchaser shall be subject to the Seller's prior written approval, completion of the applicable KYC

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SELLER'S SIGNATURE

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SIGNATURE OF SELLER'S SALES MANAGER

Date: _____

SIGNATURE OF SELLER'S SALES HEAD

Date: _____

requirements and payment of any permitted administrative fees. Following execution of the SPA, any assignment, transfer or change to the Purchaser or its interest in the Unit shall be governed by the SPA and Applicable Law.

13. The Purchaser represents and warrants that all amounts paid in connection with the purchase of the Unit are derived from legitimate sources and are not the proceeds of crime or unlawful activity. The Purchaser shall comply with all applicable anti-money laundering, counter-terrorist financing and sanctions requirements and shall provide such additional information or supporting documents as the Seller may reasonably require. The Seller may suspend or decline a transaction where required by Applicable Law or the Seller's applicable compliance requirements.
14. All amounts shall be paid only to the account specified by the Seller for the relevant payment. Any change to a project escrow account or transfer of amounts between project accounts shall be subject to Applicable Law and all approvals required by the DLD, RERA and any other Relevant Authority.
15. Prior to execution of the SPA by the Seller, the Seller may cancel this Booking Form by written notice to the Purchaser. Where the Seller cancels the Booking Form for reasons not arising from a breach or withdrawal by the Purchaser, the Seller shall refund the amounts received from the Purchaser in connection with the Unit without interest. To the fullest extent permitted by Applicable Law, the Purchaser shall have no further claim for compensation arising solely from such cancellation.
16. This Booking Form supersedes all previous discussions, correspondence, expressions of interest and other preliminary arrangements relating to the reservation of the Unit. Upon execution of the SPA, the SPA together with this Booking Form, to the extent incorporated into the SPA, shall constitute the agreement between the parties in relation to the sale and purchase of the Unit.
17. Any notice under this Booking Form shall be in writing and may be delivered personally, by courier or by email to the contact details stated in this Booking Form or such updated contact details as a party may notify in writing. Where there is more than one Purchaser, a notice properly served on the first Purchaser identified in this Booking Form shall be deemed served on all Purchasers.
18. This Booking Form shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the applicable Federal laws of the United Arab Emirates. The parties irrevocably agree that the Courts of the Dubai International Financial Centre (the "DIFC Courts") shall have exclusive jurisdiction to hear and determine any dispute, claim, action or proceeding arising out of or in connection with this Booking Form, including any question regarding its existence, validity, interpretation, performance, breach or termination. Each party irrevocably submits to the jurisdiction of the DIFC Courts and waives any objection to such forum. Nothing in this Clause shall prevent the Seller from seeking interim, precautionary, execution or enforcement measures before any competent court, including the onshore Dubai Courts, where necessary to protect or enforce its rights.
19. This Booking Form may be executed electronically or by scanned PDF signature. The parties agree that such signatures shall have the same effect for purposes of validity, enforceability and admissibility as handwritten signatures, subject to Applicable Law.
20. I/We, the above-named Purchaser(s):
 - (a) apply to reserve the Unit on the terms set out in this Booking Form;
 - (b) confirm that all information provided by me/us is true, complete and accurate;
 - (c) acknowledge that this Booking Form constitutes my/our binding promise to proceed with the purchase and enter into the applicable SPA in accordance with its terms;
 - (d) acknowledge the treatment of the Booking Deposit as earnest money and the consequences of withdrawal or failure to proceed as set out above; and
 - (e) confirm that I/we have read and understood this Booking Form before signing it.
21. The Seller may, subject to Applicable Law and any required regulatory approvals, assign or transfer its rights and obligations under this Booking Form to an affiliate or group company upon written notice to the Purchaser.

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