DUGASTA

PROPERTY RESERVATION FORM –MOONSA RESIDENCES - 2834				
Booking Date:				
A. Seller:				
DUGASTA PROPERTIES DEVELOPMENT				
P.O. Box 34047, Dubai, United Arab Emirat	es			
T: +971 4 2500 200 M: +971 56 72	2 6086 Email: sales@dugasta.com			
B. Purchaser:				
Purchaser Details:				
i) For Individuals:				
Full Name:				
Nationality:				
Passport No.:				
Passport Expiry Date:				
Resident Status:	Yes No			
If a Resident of the UAE, EID details:				
Present Address/ Mailing address:				
(proof of address required)				
Phone No:				
Mobile No:				
Home Country Address:				
(proof of address required)				
Home Country No:				
Email:				
Employment Information/ Profession:				
Salaried/ Retired/ Business/ Unemployed/ if Others, mention details				
Expected Source of Income-Funds/ Salary/				
Savings/ Business Income/Shares/ Bonds/				
International Transfer/ Sale- Mortgage of				
Property/ others	1			

Seller's Initials: _____

Purchaser's Initials:

Suite# 204| Second Floor | Emaar Square Building # 4 | Mohamed Bin Rashid Boulevard | Downtown | Dubai | UAE Tel: 04 2500 200 | Mobile: 056 722 6086

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ii) Joint Purchaser:					
Full Name:					
Nationality:					
Passport No.:					
Passport Expiry Date:					
Resident Status:	Yes		No		
If a Resident of the UAE, EID details:					
Present Address/ Mailing address: (proof of address required)					
Phone No:					
Mobile No:					
Home Country Address: (proof of address required)					
Home Country No:					
Email:					
Employment Information/ Profession: Salaried/ Retired/ Business/ Unemployed/ if Others, mention details					
Expected Source of Income-Funds/ Salary/ Savings/ Business Income/Shares/ Bonds/ International Transfer/ Sale- Mortgage of Property/ others					
iii) For Corporations:					
Trade Name:			 		
Authorized Signatory Name:					
Authorized Signatory Nationality:					
Company Registration No: Copy of TL required					
Address:					
Phone No:					

Seller's Initials:

Purchaser's Initials:

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Email:				
C. Property Name & Details: Project registration number: 2834 Project name: <u>Moonsa residences</u>				
Property Type:	Studio 1 BHK 2 BHK	Unit Number:		
Property Sellable Area (sq. ft.):				
Property Price (AED):				
Reservation Deposit:				
Payment Mode:	Cash/ Online Transfer/ Remittance/ etc			
Investor plan	I			
A. Full payment with Buyback Plan	 40% in 120 Days 60% on Handover 	 ✓ 10% net rental guarantee post- handover for 5 years ✓ Services charges waiver for 5 years 		
B. Post Handover Plan-Investors	 40% in 120 Days 10% on Handover 50% in 3 Years (Quarterly) 	 ✓ 10% net rental guarantee post handover for 5 years (pro-rata on paid amount) ✓ Services charges Waiver for 5 years 		
C. Full payment without Buyback	 40% in 120 Days 60% on Handover 	 ✓ 10% net rental guarantee post handover for 10 years ✓ Services charges Waiver for 10 years 		

Seller's Initials:

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D. 100% payment upfront	• 100% payment before 30-April- 2024	 ✓ 10% net rental guarantee – <u>Immediate ROI for</u> <u>10 years</u> ✓ Services charges Waiver for 10 years 		
End user plan				
E. End user with Full Payment	 40% in 120 Days 60% on Handover 	 ✓ Fully furnished apartment ✓ Services charges Waiver for 5 years 		
F. Post Handover Plan- End user	 40% in 120 Days 10% on Handover 50% in 3 Years (Quarterly) 	 ✓ Services charges Waiver for 5 years 		
ROI Annual cheques customer preferences	4 Cheques 2	Cheques 1 Cheque		
Recitals:				
The Purchaser(s) desires to block the above-mentioned Property from the Seller and has deposited an amount of AED for the same.				
The Purchaser(s) will be issued this Reservation form upon blocking the unit to reserve the unit under his name and the Purchaser ensures that he has read and understood the Terms & Conditions set out in this Reservation Agreement and hereby applies to reserve the Property in its name. Seller and Purchaser(s) agree to be bound by the following Terms and Conditions, stated in this Reservation Agreement.				
DLD Fees of 4% and admin fee of AED 5,250 /- shall apply in addition to purchase price of the unit.				

TERMS AND CONDITIONS:

- 1. A completed Reservation Form is required for each Unit backed by its Sales Offer copy. Only fully completed, legible Reservation Forms will be accepted, and will not be valid unless signed and stamped by the Seller.
- 2. Purchaser's passport copies front and back page both, visa page if applicable, and Identity Card- relevant applicable IDs as per each country practice where the purchaser belongs and resides are MUST to submit with this form.
- 3. Upon receipt of the non-refundable Reservation Amount of ______, the Purchaser is issued with the Reservation form which will be duly filled and signed by him to be submitted to the Seller within 3 working days of blocking the unit.

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Purchaser's Initials: _____

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- 4. The Seller shall issue the SPA draft (sale and purchase agreement) after the reservation form is signed, which is to be entered between the parties containing the Property Price and details, Guaranteed ROI if any, payment and default terms, etc., and send it to the Purchaser either through the registered email/ post or in person to be signed within 7 days of the receipt of SPA. SPA is to be delivered back to the Seller along with the required documents for the registration of the unit on government records including Passport Copies, ID, and Proper Address with proof of residence as per the existing Real Estate Regulations to the Seller.
- 5. Unless otherwise agreed by the Seller in writing, this Reservation Form may, without the need to commence court proceedings or obtain an order of the courts, be terminated by the Seller immediately, without notice to the purchaser(s) if:
 - (a) This Reservation Form is not fully signed and returned to the Seller in the form presented to the purchaser(s), within (5) five days of the Purchaser(s) being provided execution copies of the Reservation Form.
 - (b) The Sale & Purchase Agreement for the unit is not signed and delivered within 15 days of receiving the SPA from the Seller / Reservation Date; and in such scenarios, all payments made to date shall be forfeited and the Seller shall be at liberty to resell the Unit to third parties without any notice.
- 6. In the event of termination of this Reservation Form, the Seller shall be entitled to forfeit and retain the non-refundable Reservation Amount, without the need to commence court proceedings or obtain an order of the Court. The Purchaser(s) agrees that such forfeiture is a true and reasonable estimate of the damages that the Seller would suffer as a result of the Purchaser(s) default and that, upon such termination, the Seller shall release the reservation of the unit and be free to sell the Unit/Property to any other party, and the Purchaser shall not have any rights to raise any claim against the Seller / Plot owner for the same.
- 7. Apart from the Sale consideration, all the administrative and other ancillary charges shall be the responsibility of the Purchaser.
- 8. The Purchaser(s) acknowledges that the Price stated herein does not include other fees and charges payable by the Purchaser(s) (including but not limited to DLD fee, administration fees, title registration charges, transfer fees, utility fees and charges, service fees and maintenance charges and administration charges, etc.), and shall pay the requisite Registration Fees along with all costs and expenses of any kind (including without limitation and applicable Administration charges and other charges), at the time of signing of the SPA and the Seller shall provide necessary assistance in getting the unit registered on records of Dubai Land Department, provided the Purchaser has fulfilled all their obligations until such time.
- 9. There will be a cash penalty of AED 1000/- (AED One Thousand) for any Cheque returned from the bank. Any cheques returned shall be paid within three (3) working days unless otherwise will be deemed as a cancellation of this Reservation Form and any deposit paid stands forfeited.
- 10. The Purchaser acknowledges that the SPA will supersede and replace the Reservation Form once the SPA is signed by the Purchaser and the Seller and that the terms of the SPA shall prevail and will be considered as the only agreement between the Purchaser and the Seller in respect of the Unit.
- 11. The Purchaser agrees that the Seller is under no obligation to follow up with the Purchaser or register the Unit if the Purchaser has not complied with the above requirements, and the Purchaser shall not claim against the Seller if the Purchaser fails to fulfill their obligations.
- 12. The Purchaser indemnifies the Seller from any claims, damages, or losses that the Seller shall suffer due to violation of the terms agreed by the Purchaser.
- 13. The Reservation Form is personal to the Purchaser and is not transferable to any third party without prior intimation to the Seller and only upon getting NOC from the Seller.

Seller's Initials: _____

Purchaser's Initials: _____

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- 14. In the event that the Purchaser no longer wishes to proceed with the Sale Purchase Agreement, the same shall be communicated in writing to the Seller, and in such an eventuality the Seller has a right to forfeit the Non-refundable amount as per the current regulations.
- 15. The Purchaser confirms and warrants that the monies used by the Purchaser for the Non-Refundable Fees originate from clean funds and are not or could not reasonably be considered to be the subject matter of money laundering in any way whatsoever.
- 16. In the event of any discrepancy between the terms of the Reservation Form and any sales or marketing manuals or literature relating to the Unit, the Building, and/or the Master Community, the terms of the Reservation Form shall prevail.
- 17. The Seller shall not be considered to be in default or breach of any obligation under this Reservation Form if the performance of its obligations is prevented or delayed by any Force Majeure event.
- 18. All Tax-related Laws shall apply to the parties in accordance with the prevailing conditions at the time of entering into this transaction and shall be borne by the relevant Parties.
- 19. The Purchaser can email the Seller / Seller at sales@dugasta.com for any general clarification with regards to the purchase.
- 20. This Reservation Form shall be governed by and construed in accordance with the laws of the Emirate of Dubai and applicable Federal laws of the United Arab Emirates. Any dispute therein shall be subject to the exclusive jurisdiction of Dubai Courts.
- 21. This Reservation Form has been originally drafted in English and not translated into Arabic but can be produced in Arabic upon request. In any event of any discrepancy between the English and Arabic Version, the English Version shall prevail and be applicable.
- 22. Layout of unit is based on current drawing approved by RERA and is subject to change.
- 23. Sizes can vary by 10%, In such case buyer will pay difference amount either increased or short to be adjusted against future payments applicable.
- 24. Admin fees of AED 5,250 will be borne by the purchaser.

Acknowledgment

I/We.....

Acknowledge that, I/We have read the terms and conditions as stated above, agree to be bound by them, and confirm that, this Reservation Form shall be converted to a binding Sale and Purchase Agreement. The details provided in the Reservation Form are true and accurate to the best of my/our knowledge and I/We bear full responsibility if such information proves to be untrue or incorrect.

DECLARATIONS:

A. Have you ever been a Head of State of Government, a Senior Politician, a Senior Government Official, a Senior Judicial, Military or Law Enforcement Official, a Member of the Board of Central Bank or similar regulator, an Ambassador or a chargé d'affaires either local or foreign?

Yes	No	
If Yes, provide details		
Seller's Initials:	Purchaser's Initials:	
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B. Have you ever been a senior official of a major Political Party or senior executive of a local or foreign Governmentowned commercial enterprise, either local or foreign?

Yes	No
If Yes, provide details	
Are you an immediate family member (spou anyone in the above categories?	ise, parents, sibling, child) or close personal or professional associate of
Yes	No
If Yes, provide details	
Have you ever been entrusted with a promin foreign?	nent function by an international organization either local or
Yes	No
If Yes, provide details	
I declare that the information I have provide true and complete to the best of my knowle	ed in the form, and in any submitted and/or attached documents, is dge.

Seller's Signature

C.

D.

Purchaser's Signature

Details for Reservation to be filled by the respective agency/ agent to book the unit under their name or their client's name:

Through Agency/Agent	Direct Sale			
Agent Details (if Applicable)				
Agent Name:				
Agency Name:				
Trade Licence No.	RERA No.:			
RM at DUGASTA:				

Information:

Payment Method to be Followed by the Purchaser

Seller's Initials: _____

Purchaser's Initials: _____

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All the payments of the Purchase Price (Full payment or Installment Payments) as specified and agreed shall be payable by the Purchaser as Bank Transfers or as Demand drafts or Cheques in UAE dirhams in the below Bank Account. In case of any Bank transfer is made, need to inform the Seller in writing along with the proof of the transfer made into the Bank Account.

DUGASTA PROPERTIES DEVELOPMENT

BANK ACCOUNT DETAILS

Bank Name: ABU DHABI COMMERCIAL BANK (ADCB) Branch: BUSINESS BAY, DUBAI, UNITED ARAB EMIRATES Account Name: DUGASTA PROPERTIES DEVELOPMENT Account Number: 11879528920001 IBAN: AE080030011879528920001 Swift: ADCBAEAA

Any and all interbank charges, penalties, and other applicable fees, shall be solely borne by the Purchaser.

The Seller reserves the right, at its sole discretion, and without any liability whatsoever, to change the means of payment, currency, and bank account details, at any time.

Exception if any approved by:

List	Name	Designation	Signature
Approver 1			
Approver 2			
Approver 3			

Seller's Initials: ____

Purchaser's Initials: _____

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Anti-Money Laundering Form

Payment Date:				
Purchaser Details:				
Full Name:				
Nationality:				
Passport No.:				
Passport Expiry Date:				
Resident Status:	Yes	No		
If a Resident of the UAE, EID details:				
Mobile No:				
Email:				
Purchase price {in Amounts}:				
Purchase price {in Words}:				
Source of Income:				
Bank transfer amount:				
Cash amount:				
POA Name & details {If eligible}				
Currently any case on purchaser for money laundering in any court of law in home country or resident country	Yes	No		

Seller's Initials:

Purchaser's Initials: _____

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