

Irrevocable Booking Contract

BRIGHTON HOLDINGS LTD.

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Email info@dubai-oasis.com

PROJECT/PROPERTY DETAILS

Property Name: Oasis Tower
Project Name: Dubai Sports City

Purchase Price: _____ Booking Reference No: _____
Booking Date: _____ Booking Amount: _____
First Installment Completion Date: _____ Balance: _____

A. INSTRUCTIONS

- 1 Please fill in the form using capital letters. All details must be clearly legible. We reserve the right to reject any illegible forms.
- 2 Only one form will be accepted per booking
- 3 Please read the Terms and Conditions carefully before filling in the form.
- 4 Please tick the relevant boxes only.
- 5 Please mention the mode of payment clearly.
- 6 If you are an individual applicant, please attach a copy of your passport. If you are a corporate applicant, please attach a copy of the Trade License and a copy of the authorized signatory's passport.
- 7 Please fill in all sections, Please fill in N/A wherever not relevant

PAYMENT SCHEDULE (Installments):

1st installment (the Deposit):	15% of Purchase Price
2nd installment (2 months after booking date):	15% of Purchase Price
3rd installment (5 months after booking date):	15% of Purchase Price
4th installment (8 months after booking date):	15% of Purchase Price
5th installment (11 months after booking date):	15% of Purchase Price
6th installment (14 months after booking date):	15% of Purchase Price
7th installment (on Completion):	10% of Purchase Price

APPLICANTS "PURCHASER" DETAILS

B. APPLICANTS "PURCHASER" (1)

Individual Corporate Name: _____
Nationality: _____ Male Female Date of Birth: _____ Passport Number: _____
Name of Authorized Signatory (for corporates): _____
P.O. Box No: _____ Street: _____
Tel. No. (1): _____ Tel. No. (2): _____ Email Address: _____
Country Area Number Country Area Number

APPLICANTS "PURCHASER" (2)

Yes No
 Individual Corporate Name: _____
Nationality: _____ Male Female Date of Birth: _____ Passport Number: _____
Name of Authorized Signatory (for corporates): _____
P.O. Box No: _____
Tel. No. (1): _____ Tel. No. (2): _____ Email Address: _____
Country Area Number Country Area Number

C. PROPERTY DETAILS:

Property type: Studio Executive Suite One Bedroom Two Bedroom Three Bedroom Others
Apartment No: _____ Floor / Level: _____
No. of Prkg. _____ Furnished Apartment Yes No Net Area (sq. ft.) _____ Total Area (sq. ft.) _____

D. FIRST INSTALLMENT

Simultaneously with the signature of this booking form, please accept the above Booking Amount toward the first installment of

(AED _____) by means of cash check no. _____

date _____ drawn by _____

on _____ Bank

I/We am/are aware that by signing this irrevocable apartment Booking, I/We hereby enter into a binding contract with the Seller for purchase of the above Apartment and this Booking is subject to:

1. The payment of the outstanding balance of the first installment (Balance) will be made by no later than the above First Installment Completion Date.
2. My/Our signing the Purchase Agreement for this apartment (a copy of which has already been provided to me/us for reference) within two weeks from the date that it was mailed to my address and subsequent payments as per the payment schedule above.
3. I have read this Agreement and all terms are acceptable to me.
4. In case the payments above are not realised and / or the Purchase Agreement is not signed as per (1) and (2) above, the Seller has an option to terminate the booking, and sell the apartment without any further reference to me/us and without resorting to court judgement or arbitration award. In such event, all monies paid by me/us, including the money in terms of clause (1) and (2) above, is also subject to forfeiture in full and shall not be refunded back to me/us.
5. The above forfeiture and damages shall also be applicable, in case I/we decide not to go ahead with the purchase of the above apartment and request the Seller to terminate the sale transaction.
6. Any assignment of the apartment shall be subject to the prior approval of the Seller; and would be subject to the payment of the prevailing administrative fees and advance payment of the installment next due.
7. My/Our bearing all exchange rate differences and/or bank charges, including credit card transaction charges as applicable.

-SEE BACK-

Purchaser Initial: _____

- 1 Brighton Holdings Limited ("BHL" or "Seller") is the developer of the Unit.
- 2 This Booking Form and Receipt together with these Terms and Conditions form one document ("Booking Form") and shall be binding as a whole on the Purchaser. Once the Purchaser has completed and signed the Booking Form, he may not withdraw his offer to purchase the Unit and the Booking Form shall constitute an enforceable contract between the Seller and the Purchaser.
- 3 Full terms and conditions of purchase and ownership of the Unit will be contained in the Purchase Agreement.
- 4 This Booking Form may only be assigned by the Purchaser upon fulfillment of the following conditions:
 - (a) The prior written consent of the Seller must be obtained;
 - (b) The Purchaser must pay a transfer fee of 2% of the Purchase Price to the Seller prior to assignment of the unit(s); and
 - (c) The Purchaser must notify the Seller of such assignment, together with details of the assignee (in the same format as set out in the Booking Form) within 7 days of such assignment.

The delegation, transfer or assignment by the Purchaser of any or all of his duties or rights hereunder shall be void unless the conditions referred to at (a) and (b) above are complied with, and the Purchaser shall remain bound by the Booking Form. In the event that the Booking Form is validly assigned, the assignee shall be bound by the terms and conditions of the Booking Form, and no requests for amendment to such terms shall be considered by the Seller. For the avoidance of doubt, the Deposit will continue to be held by the Seller and not refunded to the Purchaser.
- 5 It is clearly understood that all dimensions on the drawings and the area of the unit are approximate.
- 6 The Seller reserves the right to cancel the Booking Form and refund the Deposit to the Purchaser at any time prior to signing the Purchase Agreement, whereupon all obligations between the parties shall terminate.
- 7 This booking Form and the rights of the parties hereunder, shall be governed by the Laws of the United Arab Emirates and the Laws of Dubai

Payment terms

- 8 All cheques and bank transfers should be made payable to BHL. All cheques and transfers must contain the serial number of the Booking Form, the Booking Date and the name of the Purchaser on the reverse.
- 9 The following bank account details should be used for any bank transfer:

Bank Name:	<u>Standard Chartered</u>	Branch:	<u>Main Branch</u>	Address:	<u>Dubai UAE</u>
Account Name:	<u>Brighton Holdings Limited</u>	Account No:	<u>01 3932575 02</u>	Swift Code:	<u>SCBLAEADXXX</u>

Reference: Unit Number, Booking Reference number, Booking Date and Purchaser Name.

- 10 The Seller shall not be held responsible for any payment or transfer made to a non-authorized bank or any third party other than the one referred to above.
- 11 Should the Deposit not be cleared by the due date, (or prior to signature of the Purchase Agreement, any further installment falls due), the Booking Form shall automatically lapse without notice. In such a case, the Purchaser will recover 1% of the Purchase Price from the Seller, which the Purchaser expressly agrees is a true and reasonable pre-estimate of the damages that will be suffered by the Seller as a result of the Purchaser's default.

Sale and Purchase

- 12 The Purchaser will be required to sign a Purchase Agreement with the Seller, the terms of which will govern the sale of the Unit, and the Seller and the Purchaser shall both be bound by it.
- 13 With the exception of the terms of the Purchase Agreement to be entered into between the parties, nothing contained within the Booking Form nor any representation made to the Purchaser (whether in writing or orally) shall be deemed to represent a warranty from the Seller to the Purchaser and the Purchaser may not rely on any such representation.
- 14 The Purchaser will be notified to sign the Purchase Agreement.
- 15 The Purchaser will be required to sign and deliver the signed Purchase Agreement to the Seller within 7 days of receipt of same.
- 16 Should the Purchaser fail to deliver the signed Purchase Agreement to the Seller within 7 days of receipt of same, the Booking Form shall automatically lapse without notice and the Deposit shall be forfeited by the Purchaser and retained by the Seller as pre-estimated liquidate damages, which the Purchaser expressly agrees is a true and reasonable pre-estimate of the damages that will be suffered by the Seller as a result of the Purchaser's default.
- 17 Upon cancellation or termination of the booking, this Booking Form will automatically lapse and the Seller will be free to sell the Unit to any third party.
- 18 I am aware that the purchase agreement will be issued to me only after paying the third installment of the purchase price to the seller.

Signed on behalf of the Purchaser by:

Name:
Signature:
Date:

Witness:

Name:
Signature
Date

Approved on behalf of BHL by:

Name: **H.R. Shafiepour**

Signature:

Date:

Witness:

Name:

Signature

Date

FOR INTERNAL USE ONLY

Payment Received by:

Name:

Signature:

Date:

Purpose of Purchase:

INVESTMENT PERSONAL USE

Referred by:

TV
 Newspaper
 Our Stand
 Outside Agent Name: _____
 Others _____

Purchaser's Comments:

Sales Executive Name: _____

