

Samana Star Real Estate Development LLC

AGREEMENT

The Seller/ developer has agreed to sell, and the purchaser has agreed to purchase the Property as set out in this agreement.

IN WITNES HEREOF, the parties have executed this Agreement, with full knowledge of its content and significance and intend to be legally bound by the terms hereof the day of signature and execution.

Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC	
Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi	
Joint Purchaser's Signature توقيع المشتري المشترك	

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TERMS & CONDITIONS

- 1) Binding Contract: Purchaser hereby acknowledges and agrees that this Agreement is irrevocable by the Purchaser and that by signing this Sale and Purchase Agreement, Purchaser is entering into a binding contract with the Seller/ developer for the purchase of the above unit.
- 2) Payment Obligations: Purchaser hereby undertakes to make all payments in accordance with the above-payment schedule. All payments to be made by Purchaser unless otherwise agreed, the payment shall be made in United Arab Emirates Dirham by cash, cheque or telegraphic bank transfer of immediately available funds made payable to the Seller/ developer. All payments made by Purchaser shall be net of bank charges or other deductions. If Purchaser makes a payment in any currency other than the specified currency, Purchaser shall bear all exchange rate differences. Purchaser's obligation to make payments in accordance with the above-payment schedule is absolute and unconditional under any and all circumstances and irrespective of any contingency whatsoever.
- 3) Personal Contract: This Sale and Purchase Agreement and the transaction contemplated herein are a personal contract between Purchaser and Seller/ developer and therefore no third party including the Master Developer shall assume any liability or give no warranty to the Purchaser for the proper performance of the Seller/ developer's obligations hereunder.
- 4) The Purchaser hereby consent that the unit offered for sale by the Seller/ developer may have caused the Seller/ developer to pay an agency fee to the Brokerage Company against the deal and in the event where the Oqood/Initial Sale Purchase Agreement, or otherwise is cancelled/terminated for whatsoever cause, the Seller/ developer hereby reserves the right to deduct/claim the Agency Fees from the Purchaser paid by the Seller/ developer against the deal from the Escrow Account or otherwise.

الشروط

- 1) العقد الملزم: يقر المشتري بموجب هذه الشروط ويوافق أن نموذج الحجز غير قابل للإلغاء ويتوقع نموذج العقد، يكون المشتري قد أبرم عقد ملزم مع البائع لشراء الوحدة المذكورة أعلاه
- 2) التزامات السداد: يتعهد المشتري بسداد جميع المدفوعات الواردة بجدول السداد. يتم سداد جميع دفعات السداد بواسطة المشتري بعملة الدرهم الإماراتي بواسطة شيك أو تحويل بنكي قابل للدفع الفوري من الأموال المتوفرة للسداد إلى البائع - ما لم يتم الاتفاق على خلاف ذلك. يجب أن تكون جميع المبالغ التي يتم سدادها بواسطة المشتري خالية من الرسوم البنكية أو أي خصومات أخرى. في حالة سداد المشتري بأي عملة أخرى خلاف العملة المحددة، يتحمل المشتري جميع فروق أسعار الصرف. ويعتبر التزام المشتري بجدول السداد المشار إليه أعلاه نهائياً وغير مشروط تحت أي ظروف وبغض النظر عن أي ظروف طارئة قد تحدث.
- 3) العقد الشخصي: إن اتفاقية البيع والشراء والمعاملة المذكورة هنا هي عقد شخصي بين المشتري والبائع، وبالتالي لا يتحمل أي طرف ثالث بما في ذلك المطور الرئيسي أي مسؤولية أو لا يقدم أي ضمان للمشتري وبناءً على ذلك يجب على البائع والمشتري الالتزام بهذه الاتفاقية.
- 4) يوافق المشتري بموجبه على أن الوحدة المعروضة للبيع من قبل البائع قد تكون قد تسببت في دفع البائع رسوم وكالة مقابل الصفقة. وفي حالة ما إذا تم إلغاء/إنهاء العقد/اتفاقية البيع والشراء الأولية أو خلاف ذلك لأي سبب من الأسباب، يحتفظ البائع بالحقوق في خصم/المطالبة برسوم الوكالة من المشتري التي دفعها البائع مقابل الصفقة

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IN WITNESS WHEREOF, the parties have executed this Agreement, with full knowledge of its content and significance and intend to be legally bound by the terms hereof the day of signature and execution.

Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC	
Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi	
Joint Purchaser's Signature توقيع المشتري المشترك	

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RECITALS

- (A) The Seller/ developer is selling off plan units in the Project and desires to sell to the Purchaser the Unit in the Project;
- (B) The Seller/ developer discloses and the Purchaser acknowledges the receipt of all matters stated and disclosed in the Disclosure Statement Annexed herewith as Schedule-J and that the Purchaser has satisfied itself with respect to the matters stated and disclosed in the Disclosure Statement. The Seller/ developer further discloses and the Purchaser acknowledges and agrees that the Unit shall be sold subject to the provisions contained in the Disclosure Statement and the Governance Documents attached to the Disclosure Statement, as may be varied from time to time by the Seller/ developer or the Master Developer in accordance with the provisions of this Agreement, the Disclosure Statement, Applicable Law or as may otherwise be required to accord with any regulations, restrictions or directions imposed by a Relevant Authority.
- (C) The Purchaser is interested in purchasing the Unit from the Seller/ developer and in furtherance thereof the Parties have decided to enter into this Agreement.

IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS SET FORTH HEREIN, AND INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE AS FOLLOWS:

- 1. The Recital above shall form an integral and operative part of this Agreement.
- 2. DEFINITIONS & INTERPRETATIONS:

2.1. Except where the context otherwise requires, in this Agreement, in addition to the definitions assigned in the Particulars and Introductory paragraphs, the following words shall have the following meanings:

AED	Dirham, the lawful currency of United Arab Emirates.
Agreement	This Agreement of Sale and Purchase including the Schedules attached hereto.
Anticipated Completion Date	Means the date referred to in Section 7 of the Particulars. Purchaser expressly acknowledges that the Anticipate Completion Date may be extended by twenty- four (24) months or otherwise advised by Developer. By signing this Agreement, the Purchaser acknowledges that the timely completion of the Project will depend on the timely compliance of the payment obligations by the Project Purchasers.
Applicable Laws	Means all applicable statutes, laws, acts, rules, regulations, orders, circulars, ordinances, policies and procedures or order of a court of competent jurisdiction or any administrative act or decision of a Governmental Authority in the Territory or in the UAE governing the Plot, the Project, the Unit and the terms of this Agreement, including the terms of any requisite consents, that may be applicable, as on the date of Effective Date, and laws concerning the registration and ownership of freehold and strata title, the Jointly Owned Property Law and any other laws concerning the administration, control maintenance and management of common property and common facilities in communities and any other real property rights and legal interests in property, and as may be amended, supplemented or re-enacted from time to time.
Balcony	Means a semi-enclosed external area attached to a Unit, accessible from within the Unit, and structurally cantilevered or projected outwards from the building's facade. The Balcony shall have a maximum area of 200 square feet and is intended for limited outdoor use as an extension of the Unit. The design, structural integrity, and permissible usage of the Balcony shall be subject to the regulations of the Management Entity.
Building Completion Certificate	The certificate issued by the Dubai Municipality or Trakhees or relevant authority of that particular area like Dubai Development Authority, TECOM, Trakhees Etc stating the building construction works are completed in accordance with the approved Drawings and plans.
Building Works	Means the works to be carried out for the construction of the Building and the Unit in accordance with the Plans and Specifications attached as Schedule B or Schedule C. The Final completion of Building Works and final plans may be amended, as per Project Consultants Advises from time-to-time which Developer shall follow.
Buyer/Purchaser	Means the applicable person or entity specified in the Preamble to this Agreement including its heirs, successors-in-title and permitted successors or assigns.
Clearance Certificate	Means any clearance certificate(s) required to be obtained by the Purchaser from the Seller/ developer, the Master Developer, the Management Entity in respect of the payment of the Service Charges;
Common Area	Those common parts of Building in the Site Plan which do not form part of any individual unit in the Building and are designated for common use by unit Owners and Occupiers; that is, corridors, lobbies, stairwells, lifts and lift wells, roof, driveways, common area car parks, structural support columns, service utilities and associated equipment, and also including electrical, telecommunications, computer and data service, utility infrastructure, mail delivery systems and any other systems designed to enhance the utilities of units and/or common areas such as gardens, pools, prayer room, gymnasiums, or recreational facilities.

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Communal Facilities	Means all open areas, services, facilities, roads, pedestrian walkways, pavements, gardens, utility and administration buildings or areas, installations, improvements, any fire/life systems, and building management systems, any security systems and any other common assets of the Master Community that are intended for use by Owners and occupiers and that do not form part of the title of any plot or Unit but may either be the residuary lands and buildings owned by the Master Developer or form "common areas" pursuant to the terms of the Jointly Owned Property Law.
Competent Authority	The Government of United Arab Emirates and/or the Emirate of Dubai or any Ministry, department, municipality or any regulatory or statutory authority including but not limited to semi and/or quasi- governmental authorities and/or zoning authority.
Completion Date	The date on which the Unit is scheduled to be completed, the exact date will be notified to the Purchaser by the Seller/ developer.
Completion Notice	Notice issue to the Purchaser by the Seller/ developer indicating the Completion Date.
Constitution	Means the Constitution of the Management Entity as prescribed by Real Estate Regulatory Agency pursuant to the Applicable Laws.
Downpayment/DP	Has the meaning assigned to it in Preamble 6 of this Agreement.
Drawings	Means the drawings attached hereto as Schedule C of this Agreement.
Dubai Municipality	Means the Dubai Municipality, Government of Dubai.
Estimated Service Charges; Or First Provisional Charge	In respect of the period from the Completion Date until first Gregorian calendar year, the amount to be calculated and advised to the Purchaser in due course and being an estimate of the aggregate of the Purchaser's Master Community Service Charge and Project Service Charges for the said period.
Features List	The list of amenities, features and finishes to be included in the Project and in the Unit as set out in Schedule B hereto.
Force Majeure	An act of God including without limitation fire, flood, earth quake, wind storm or other natural disaster; an act of a sovereign including without limitation terrorist attacks, war (whether war be declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military action confiscation, nationalization, or threat of any of the foregoing; labor dispute including without limitation strike, lockout or boycott, the act of any government, or authority (including refusal or revocation of any license, consent or otherwise interruption of or failure of utility service including without limitation electric, gas, water, or telephone service; hindrance in or failure of the supply or transportation of any personnel equipment, machinery supply or transportation of any personnel equipment, machinery, supply material required by the seller/ developer for the project; breach of contract by any contractor or subcontractor with respect to the project; or any other act, matter or cause beyond the control of the Seller/ developer.
Handover	Means the transfer of possession of the Unit by the Developer to the Purchaser in accordance with this Agreement, following the completion of construction and fulfillment of all handover conditions. Handover shall be deemed to have occurred when the Developer notifies the Purchaser that the Unit is ready for possession, whether or not the Purchaser has taken physical possession, and upon the settlement of all outstanding amounts, including but not limited to the Purchase Price, service charges, and any applicable fees.
Jointly Owned Property Law Declaration	Means the declaration of the Management Entity as prepared by the Developer in the form prescribed by and in accordance with the Jointly Owned Property Law.
Jointly Owned Property Law	Means "Law No. (06) of 2019 On Ownership of Jointly Owned Property in the Emirate of Dubai" and includes any regulations and decisions issued by the chairman of the DLD from time to time pursuant to Article 32 of such Law.
Land Department/DLD	Dubai Land Department the Government of Dubai.
Long Term Payment Plan/Lengthy Payment Plan	Means a Schedule of Payments where the Purchaser obligation to pay the purchase price will be extended beyond the Completion Date to such dates as agreed between the Parties and specifically mentioned in the Schedule A of this Agreement.
Management Entity	A Management Entity constituted and appointed in accordance with the provisions of Law No. 06 of 2019.
Master Community	The entire master community known as MEYDAN which is to be divided into plots and common use facilities generally and includes all and any extensions of such master community from time to time.
Master Community Declaration	The rules, regulations and restrictions of the Master Community as determined by the Master Developer and which is intended to benefit the Master Community (including the Plot and the Building) and to establish a mutually beneficial scheme for the operation, management, maintenance, administration, and control of the Master Community, as may be varied by the Master Developer from time to time.
Master Community Service Charge	Means the amount payable by each Owner calculated in accordance with the Master Community Declaration as a contribution to the costs of the management, operation and maintenance of the Communal Facilities in the Master Community.
Master Developer	Means MEYDAN GROUP L.L.C. or any other entity or authority as may assume responsibility for the development, management and control of the Master Community from time to time.

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Normal Payment Plan	Means the payment plan applicable to the Purchaser upon the cancellation of the Long-Term Payment Plan and as per Clause 4.5 of this Agreement
Occupier	Means any person occupying or visiting the Building or the Unit, including the Purchaser's contractors, tenants, lessee, visitors, servants, agents, employees, guests or family member.
Owner	Means an owner of the Unit (including any owner whose title Registration is still pending and including its heirs, successors-in-title and permitted successors and assigns).
Plot	The land occupied by the building and its associated grounds and shown in the Site plan for the title deed, Plot no. 767, Municipality Number 645-3224, Wadi Al Safa 3, Emirate of Dubai, UAE
Pre-payments	All payments made after the Completion Date but prior to the due dates agreed between the Parties under Schedule 'A'.
Project Manager	Means the project manager or the architect for the building appointed by the Seller/ developer;
Permitted Use	Means strictly for family residential use only and/or as holiday homes subject to necessary approvals from the concerned authorities and with the Written Permission by the Seller/ developer; The Unit shall not be used for any commercial activities;
Sale Accelerated Payment	15% Payment without affecting the agreed payment plan and adjustable at the completion of payment certificate.
Service Charge	The service charges levied against each Owner for the common expenses incurred by the Management Entity for the administration, maintenance and control of the Communal Facilities, the Common Areas and apportioned to each Owner and may include the Master Community Service Charge updated and revised biannually.
Schedule of Defects	Has the meaning given to such term in Clause 7.2.2 of this Agreement.
Schedule	All annexes to this Agreement being Schedule A, B, C, D, E, F, G, H, I and J.
Tax	Means any taxes and duties including value added tax, goods and services tax or the like that is imposed by any Relevant Authority on the transfer of the Unit from the Seller/ developer to the Purchaser or otherwise in connection with this Agreement;
Terrace	Means an open, unenclosed external area of a Unit, typically located on the podium, rooftop, or setback, levels of the building, with an area exceeding 200 square feet, intended for recreational use only and shall not be used for any commercial purposes. For the avoidance of doubt, usage shall be subject to the approval of Management Entity, Relevant Authorities (if applicable) and in compliance with Applicable Laws.
Unit layout	The layout of the Unit as attached hereto as Schedule C.
Unit Area	Measured from the external sides of the building, inclusive of the balconies, terraces and other projections as referred to in the Unit layout attached as Schedule 'C'.
UAE	United Arab Emirates.

- 2.2. Use of the singular shall include the plural and vice versa and any one gender includes the other genders and any reference to "persons" includes natural persons, firms, partnerships, companies and corporations.
- 2.3. The clause headings are included for convenience only and shall not affect the interpretation of this Agreement.
- 2.4. All dates and periods shall be determined by reference to the Gregorian calendar.
- 2.5. The Preamble, Recitals, Particulars, Schedule A, Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, Schedule G, Schedule H Schedule I, and Schedule J to this Agreement shall be considered an integral part of this Agreement.

3. SALE OF THE UNIT(S)

- 3.1. The Seller/ developer sells to the Purchaser and the Purchaser accepts to purchase the Unit, subject to rules, regulations and restrictions imposed by or related to the Competent Authorities, the Master Developer and the Management Entity and terms and conditions of this Agreement for the Purchase Price as provided in the Particulars in accordance with the terms and conditions of this Agreement. The Purchaser hereby understands that the Parking of the Unit shall only be allocated to the Purchaser if it is first mentioned in the introductory notes of this Agreement and the Seller/ developer in accordance with the law as well as in its sole and absolute discretion may allocate any type of parking to the Purchaser, whether covered and/or uncovered (exposed to sun),

4. PAYMENT

- 4.1. In consideration of the sale of Unit, the Purchaser shall pay the Purchase Price in accordance with the Payment Schedule, free from any claims, demands and/or set-offs arising out of or in connection with this sale. The Purchaser shall make all payments through cheque, SWIFT wire transfer or by cash in the account as mentioned in the Preamble.
- 4.2. In general, the Purchaser confirms that by the time of the handover of the unit the Purchaser must complete the pre-payments as mentioned in this agreement or

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otherwise, a minimum payment of 70% of the Unit price, which is the minimum paid amount that shall be completed by the handover date.

- 4.3. In the event of early Handover, which shall be notified to the Purchaser by the Seller/Developer, the Purchaser shall be required to expedite payment of the purchase price installments along with any other outstanding amounts, such that all amounts payable up to the Anticipated Completion Date, as stipulated in Section 7 of the Particulars, are duly discharged in full within thirty (30) days upon notice of the early Handover being sent by the Seller/Developer. If the Purchaser fails to make payment of the aforementioned amount, the Purchaser understands that such default shall be treated in accordance with Clause 4.5 of this Agreement. Notwithstanding, the remaining amount, being the post-Handover payments, shall be rescheduled so that the first post-Handover installment is due one month after the early handover date, with payments of the subsequent installments following the same frequency as in Schedule A
- 4.4. Without prejudice to the other rights of the Seller/ developer under this Agreement, in an event of non-payment of any amount payable by the Purchaser pursuant to the Payment Schedule, the Purchaser agrees to pay the Seller/ developer a compensation of AED 5,000.00 on each installment which is not paid on due date, immediately upon the occurrence of the default for non-payment, in an event the Purchaser fails to pay the outstanding due payment within 30 days calculated from the date of default as mentioned herein, the Purchaser shall be liable to pay a compensation of AED 1,500.00 per month on each installment that is not paid on its due date till all the arrears are duly paid including any and all outstanding payment as per the payment schedule or compensation or service charges. The Developer has full right to claim these delayed payments during the off-plan stage or calculate them and present it to Purchaser at the time of Handover of unit or at the time of final settlement of the last Installment when the Developer has to clear and issue full title deed to purchaser. The Developer hereby reserves the right to adjust the payments made by the Purchaser as delayed payment penalties in place of instalment amount and may disclose the adjustments at the time of final payments prior to the Handover. In the event where the Purchaser fails to pay the pending payable balances at the time of final settlement, the Developer in its sole and absolute discretion may not handover the unit until the payment of the outstanding balances recording in the final settlement.
- 4.5. The Purchaser acknowledges and agrees that default of the payment of one (1) installment on no more than two (2) separate occasions, or of two (2) installments consecutively, shall render the Purchaser liable to settle the purchase price in accordance with a short-term payment plan and the payment plan applicable to the Purchaser prior to such default shall cease to apply. The Purchaser further acknowledges that the aforementioned conversion is a penalty of reasonable nature for such default and shall not be construed as the sole penalty relating to default of payment and otherwise mentioned in this Agreement, including but not limited to, Clause 4.4 of this Agreement.
- 4.6. The total Purchase Price shall be paid by the Purchaser as follows:
- 4.6.1. In consideration of the sale of the Unit, the Purchaser shall abide by the terms of this Agreement and the Payment Schedule set out in the Particulars Schedule A and Service Charge as set in out at time of handover of the Unit.
- 4.6.2. All payments made by the Purchaser to the Seller/ developer under this Agreement shall be made in full, without any set-off or counter claim whatsoever and free and clear of any deductions or with holdings on the due date as mentioned in the Payment Schedule set out in the Particulars;
- 4.6.3. If the date of this Agreement falls after one or more of the installment dates identified in the Payment Schedule set out in the Particulars, the amounts due on such installment date shall become due and payable on the date of this Agreement;
- 4.6.4. If the date of this Agreement falls after one or more of the installment dates identified in the Service Charge Payment set out at the time of handover of the Unit, the amounts due on such service charge shall become due and payable on the date of this Agreement;
- 4.6.5. Whenever any installment and / or service charge is not fully and duly paid by the Purchaser when due, this failure to pay will be considered as a default.
- 4.6.6. No indulgence granted by the Seller/ developer to the Purchaser, and no delay of the Seller/ developer in taking action herein, shall be deemed a waiver of any rights of the Seller/ developer;
- 4.6.7. Each payment made by the Purchaser shall be allocated firstly to the reduction of the accrued penalties or claims of any kind and only after to the reduction of the Purchase Price;
- 4.6.8. All Payments shall be made by the Purchaser on due dates via SWIFT wire, cash, transfer to the designated Escrow Account as provided in the Particulars, or otherwise advised by the Developer.
- 4.6.9. The Purchaser agrees that credit adjusted shall not, in any manner whatsoever, be accounted as a cash refund/redeemable credit note from the Seller/ developer. The Purchaser also agrees that credit adjusted is, under all circumstances, non-refundable and non-transferrable.
- 4.6.10. That simultaneously with the signing of the Agreement, the Purchaser on a lengthy payment plan shall issue and handover the original postdated cheque(s) issued from any bank based in United Arab Emirates as mentioned in the payment Schedule A of the Agreement and in addition to this the Purchaser shall also issue and handover an undated guarantee cheque in favor of the Seller/ developer equivalent to the balance amount payable to the Purchaser as mentioned in the payment Schedule A of the Agreement ("Guarantee Cheque"). That in an event any postdated cheque(s) is not honored on the due date as mentioned in the Schedule A of the Agreement and/or on the due date Seller/ developer does not receive the due amount in clear funds the Purchaser hereby authorizes the Seller/ developer to deposit the Guarantee Cheque in the bank for encashment pursuant to the clearance of the Guarantee Cheque and as per the terms and condition stipulated in the Clause 6 of the Agreement the Purchaser shall transfer the clear and unencumbered title of the Unit in favor of the Seller/ developer . The Purchaser along with the Guarantee Cheque, shall prepare and submit a notarized declaration for the outstanding payable amounts following notary public recognized template of the Declaration which the Developer shall return to purchaser upon clearing all the outstanding amounts which shall include the amount of the installments of the Unit, as well as all other outstanding payments such as service charges, late payment penalties, Cheque Bounce Fees, Administration Fee, Processing Fee, Registration Fees, Handover Charges or otherwise.
- 4.6.11. In the event where the Purchaser is a foreigner and does not hold a bank account inside United Arab Emirates, the Purchaser hereby understands and accepts that the Seller/ developer shall not accept any Post Dated Cheques issued from a Third Party or otherwise and in the absence of the Post Dated Cheques issued from a United Arab Emirates based Bank, the Purchaser shall lose the post-handover payment plan and shall be obliged to complete the Post- Handover Payment Obligations prior to the handover of the unit.
- 4.7. The Purchaser agrees that to maintain compliance of Applicable Laws including any anti-money laundering laws, the Seller/ developer may request the Purchaser to provide proof of the source of the funds being utilized to make payments under this Agreement. The Purchaser shall, upon receipt of a written request from the Seller/ developer, submit necessary documentary proof of the source of the funds, to the satisfaction of the Seller/ developer.
- 4.8. Any Purchaser on the Lengthy Payment Plan, may elect to make pre-payment of the outstanding Purchase Price, paying the full Purchase Price for the Unit. Provided that the Purchaser gives at least 30 days' notice to the Seller/ developer to such effect and the pre-payment amounts to the total outstanding balance

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towards the Purchase Price and any other sums due to the Seller/ developer under Clause 3 herein, or otherwise.

- 4.9. In the event where the Seller/ developer may initiate a legal action against the Purchaser, upon settlement of the dispute and/or upon conclusion of the dispute, the Developer may oblige the Purchaser to pay an amount of up to AED 50,000 (Fifty Thousand Dirhams Only) on top of the actual awarded amount by the Competent Authority i.e Court of Law and/or Arbitrator etc., to the Seller/ developer on account of the lawyer's fee and other legal expenses.
- 4.10. **Delayed Compensation:** The Purchaser hereby agrees that in the event the Project is delayed beyond the timeframe specified in Clause 7.1.3 of this Agreement, the Purchaser shall only be entitled to compensation mentioned herein from the delay beyond such timeframe till notice of Handover is provided by the Seller/Developer. The compensation shall be 0.4% per month of the portion of the purchase price paid by the Purchaser and realized by the Seller/Developer. Delay compensation shall only accrue from the date the Purchaser has fully complied with all of their obligations under this Agreement. No compensation shall be calculated and owed for any period prior to such date of compliance. Furthermore, entitlement to delay compensation shall only apply where the Purchaser has made timely payments of the purchase price installments and has fulfilled any other obligations required by the Seller/Developer to enable the progression of the Project. The Seller/Developer, in its sole and absolute discretion, may compensate the Purchaser in the form of bank transfers or through credit note which may be used to pay existing installments of this Unit or any other unit, or for the purpose of purchasing a new unit with the Seller/Developer.

5. OTHER FINANCIAL RESPONSIBILITIES

- 5.1. The Purchaser shall, pay all the registration expenses for the registration and transfer of title to the Unit in the name of the Purchaser in the Land Department. Without limiting the generality of the foregoing, the Purchaser shall be responsible for the payments of any fees and sums associated with the transfer of such title, including, but without limitation, the payment of transfer fee of 4% and all other fees (or any other percentage set by Land Department in the future) of the Purchase Price payable to the Lands Department, which the Purchaser shall be responsible to pay in full. The Purchaser acknowledges and agrees that the Purchaser shall be solely liable for any and all increase in the registration fee or additional registration fee which may impose by the Land Department or any other relevant authority on the transfer of the Unit from time to time.

The Purchaser may not raise any objection, requisition, claim for compensation or a reduction in the Purchase Price or seek to terminate this Agreement with respect to increases in the Registration Fees (or any Value Added Tax upon such Registration Fees) or additional Registration Fees imposed by the Land Department (such as any additional fees that may be imposed with respect to sale and purchase agreements executed by the Purchaser under power of attorney) or any other fees, charges or levies imposed by any Relevant Authority or Service Provider.

- 5.2. In addition to the Purchasers obligation referred to in Clause 5.1, the Purchaser shall be solely liable for and shall pay all fees, taxes, title transfer charges, registration charges, service charges, connection charges, administration fee, levies, rates, assessment, utilities fees, maintenance charges, BTU meter charges and district cooling connection charge, Dewa meter charges and connection charges to be divided on all number of units, and/or other charges that may be levied by a Competent Authority or any other governmental or semi-governmental authorities, department on or with respect to the Unit on and after the Completion Date. The Purchaser further understands and accepts that in case where there are any government bodies introduce any new/existing charges for the Developer, the Parties understand that the Developer may disclose any or all of the additional charges at the time of handover and the Purchaser undertakes the obligation to pay for all disclosed expenses in order to complete the handover process.
- 5.3. The Purchaser hereby confirms to pay the additional Administrative Charges which are agreed to the following limits as maximum charges, Admin Fees Maximum AED 5,000 and Handover Processing Charges AED 4,000, any other charges that developer seems fit to apply on Handover Date or final title deed processing Date.
- 5.4. In addition to Clause 5.1 and 5.2, from and after the Completion Date, or the date of the early access is granted (whichever is earlier) the Purchaser shall be responsible and pay for water, electricity, air conditioning, gas, chilled water, telecommunications, information technology applications and other utility connections and consumption charges and any property or local authority taxes levied on the Unit.
- 5.4.1. In the event that Utilities are provided to the Purchaser directly by the Master Developer or the Seller/ developer or the Management Entity, the Purchaser settle such Utility consumption or usage charges promptly when requested to do so, such amounts will be in addition to the Service Charges or Master Community Charges. Buyer will be responsible for all the charges between the building completion and handover time.

6. TRANSFER OF TITLE

- 6.1. The Developer shall on or after the Completion of the Project commits to assist in the procurement of the issuance of title to the Unit from the Land Department to the Purchaser pursuant to the Dubai Real Estate Law, and subject to the Encumbrances benefiting and burdening the Unit, as soon as reasonably practicable on or after the Completion Date subject to the following conditions are being fulfilled:
- 6.1.1. The Purchaser has paid full payment of the Purchase Price and any additional charges including without limitation to the payment obligations defined in the Clause No. 4 and 5 of this Agreement, Master Developer Service Charges and/or any other charges levied by the Competent Authorities, and the Seller/ developer from time to time; as well as the Purchaser having obtained all clearance certificates required pursuant to the JOP Law, the Project Declaration, and the Master Community Declaration and the Purchaser having obtained a payment completion certificate and subject to the terms and conditions of this Agreement, the Parties undertake to perform all necessary acts and/or to sign any and all documents that may be required by any Competent Authority(ies) and/or the Land Department and/or by the Seller/ developer to effect transfer of title of the Unit. The Purchaser expressly agrees to pay any and all fees, taxes, levies, assessments, costs and expenses regarding registration of title, transfer of title or any related matters applicable to the unit and also all taxes levied by the Government.
- 6.1.2. The compliance of the Purchaser with all of the terms and conditions contained in this Agreement, the Constitution, the Jointly Owned Property Law and Master Community Declaration;
- 6.1.3. The Purchaser having complied with all Applicable Laws applicable to a purchaser of an off-plan real estate property in the UAE prevailing at such time.
- 6.2. The Purchaser shall be responsible for and pay for water, electricity, gas and other utility consumption charges from the hand-Over date, and any property and other local authority taxes levied on the Property or utility charges from the date of signing this Agreement.
- 6.3. After signing the Agreement, the Parties agree that Developer shall submit applications to the Land Department to register the Purchaser as a buyer of the Unit in the real estate interim register.

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- 6.4. The Purchaser shall accept transfer of full, clear and unencumbered title, ownership, interest and rights to the Unit(s) subject to such easements and restrictions benefiting or burdening the Unit(s) in terms of this Agreement or as imposed by any Competent Authority.
- 6.5. The Purchaser is aware of the fact that on the Completion Date and for some time thereafter, the Common Property, other units in the Building and the Master Community as a whole may be incomplete and that inconvenience may be suffered as a result of the building activities which shall be in progress. The Purchaser shall have no claim against the Seller/ developer for such inconvenience; the Seller/ developer however shall use its best endeavors to keep such inconvenience to a minimum.

7. HANDOVER OF UNIT

7.1. Completion Date

- 7.1.1. The Parties agree that the Completion Date represents a date when the building construction works has been completed. The Seller/ developer shall use all reasonable endeavors to complete the construction of the Building by the Anticipated Completion Date. The Project, or any designated portion thereof, shall be deemed to be finally completed on the date on which the Building Completion Certificate has been issued by the concerned authority.
- 7.1.2. The Purchaser acknowledges that it is possible that the Completion Date may fall on a date before the Anticipated Completion Date. The Seller/ developer in any event give the Purchaser not less than thirty (30) days' notice in writing of the Completion Date and the Completion Date shall only be deemed to have been determined when such notice has been given.
- 7.1.3. In addition to any extensions required due to a Force Majeure event under Clause 16 or for any other cause, the Anticipated Completion Date may be extended by the Seller/ developer for any period or periods up to a maximum of twenty-four (24) calendar months. In such event, the Purchaser understands and accepts that the Seller/ developer is not obliged to serve any notice to the Purchaser instead the delay of the Completion of the Project may be updated with the competent authorities as a legal obligation the Purchaser may acquire this information from the official website of the competent authorities or otherwise. The Purchaser further accepts and understands that in the event of delay of the Completion of the project from the anticipated completion date, the Purchaser's obligation for the payment of the installments, shall not be affected and timely payments shall be made.
- 7.1.4. The Seller/ developer has an option to the upgrade the Purchasers inventory by switching the Purchaser in any other advance project for equivalent value, as and when it will be appropriate without any objections from Purchaser and Purchaser shall provide all the NOCs which may be required in connection to such change.
- 7.1.5. In the event that Purchaser has bought the unit on post-handover payment plan, the Purchaser is required to provide PDC of bank regulated by Federal Bank of UAE for the entire post hand over period in his personal capacity. In absence of PDC handover will not be given till the completion of payment. This rule is equally applicable to both local and overseas Purchasers.
- 7.1.6. In the event where the Purchaser shall provide the Post-Dated Cheques to the Seller/ developer, the Purchaser hereby understands that the Seller/ developer reserves the right to endorse, discount, transfer, assign or otherwise the Post-Dated Cheques to any third parties including without limitation to Banks, Financial Institutes, Private Institutions or otherwise. The Purchaser hereby further agrees and approves that in the event where the Post-Dated Cheques may be transferred, assigned, endorsed or discounted by the Seller/ developer, the Purchaser shall be responsible for making the payment of such Post-Dated Cheques to the said third- parties and in the event of the failure of the payment, the terms which the Seller/ developer has agreed with the Third Parties shall be applicable to the Purchaser. In addition to this, the Purchaser understands that Seller/ developer also has right to ask the Purchaser to sign Offer letter with a third-party bank which shall clear off the Seller/ developer and shall collect the post-handover Installments from purchaser directly, the purchase confirms and agrees to sign Bank offer letter and any document related to the mortgage.
- 7.1.7. Without prejudice the generality of foregoing, the Purchaser hereby understands and accepts that after the handover of the Unit with any post-handover payment outstanding, the Seller/ developer shall be authorized to pledge the Unit with any Bank, Financial Institutions or government or private entities which the Seller/ developer may choose. In this regard the Purchaser hereby irrevocably agree to produce and sign any document which may be required by the Seller/ developer from time to time and in the event where the Purchaser may fail to execute any document, the Seller/ developer reserves the right to terminate the post-handover payment plan and may require the Purchaser to pay the complete outstanding amount within 1 month from the date of refusal of execution of the required documents The Purchaser agrees to bear any costs associated for the aforesaid..
- 7.1.8. It is understood between the Parties that upon successful transition and completion of the handover of the units by the Seller/ developer to the Purchaser, the Purchaser shall execute another Sales Purchase Agreement (which may have change in jurisdiction to Dubai Courts) which shall exclude and alter all the applied terms and conditions given in this Agreement. In the event where the Purchaser fails/refuses to execute the said Revised Sales Purchase Agreement, the Seller/ developer in its sole and absolute discretion may hold the handover of the unit until the execution of the Revised Sales Purchase Agreement.
- 7.1.9. The Purchaser hereby understands and accepts that upon handover of the Unit by the Seller/ developer to the Purchaser, the Seller/ developer shall be authorized to carry out any type of construction works in the building for the purpose of completion of snagging of the Units and/or to complete the deficiencies required by the official authorities and/or otherwise, which may stay in effect for a period of 6 months from the date of the handover of the unit. Furthermore, the Purchaser hereby unconditionally approves and indemnifies to hold the Seller/ developer harmless from any claims or damages including without limitation to the Disturbance, Diversions, Blockage, Troublous or otherwise.

7.2. Inspection of the Unit and Deficiencies

- 7.2.1. The Seller/ developer may grant the Purchaser a one-time inspection of the Unit at any reasonable time determined by the Seller/ developer after the Completion Date. This inspection shall be permitted only by prior arrangement with the Project Manager and only if it is, in the sole opinion of the Project Manager safe to do so. The Purchaser shall be accompanied by a representative of the Seller/ developer and the Purchaser shall not impede or obstruct the progress of the building works and shall comply with the instructions of the building contractor or any other workmen on site. In the event where the Purchaser may not be able to attend or confirm the inspection date within 7 days from the date of the notice for confirmation of the inspection by the Seller/ developer, the Seller/ developer in its sole and absolute discretion may consider it as the Purchaser doesn't want to inspect the unit and is satisfied of the construction works and the Seller/ developer may proceed for the next step which would be the Handover Procedure.
- 7.2.2. At such inspection, the Purchaser may notify the Seller/ developer of any defects or deficiencies in the building works or the Unit and the Parties shall sign a schedule of Defects ("Schedule of Defects"). In the event that the Purchaser fails to attend the scheduled inspection of the Unit, then the Seller/ developer may inspect the Unit and prepare the Schedule of Defects on behalf of the Purchaser and the Purchaser shall not raise any objection and waives all rights

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of objection to this.

- 7.2.3. The Seller/ developer shall deliver the Schedule of Defects to the appropriate building contractor and thereafter shall take reasonable steps that the Schedule of Defects is remedied. If the Purchaser does not produce the Schedule of Defect at the time of inspection, it shall be deemed to have accepted and been satisfied with the condition and standard of the Unit.
- 7.2.4. Since the Contractor and/or the Sub-Contractors or other vendors are being engaged by the Owner of the Land, the Purchaser hereby understands and confirm that the Purchaser shall not claim any defects in the Property from the Seller/ developer and rather shall claim all the claimable defects falling under Defects Liability Period from the Owner of the Land and hold the Seller/ developer harmless. However, the Seller/ developer in good faith may support and make its best efforts to have the owner of the land where the project is situated and/or the Main Contractor and/or sub- contractors as may considered by the Seller/ developer within a period of one (1) year from the date of the completion of the Project ("Completion Certification Date") have the repair or replacements works done, as determined by the Seller/ developer, any construction defects, materially defective sanitary, plumbing, mechanical and/or electrical works of the contractors or sub-contractors in the Unit and/or the Project, except if related to normal wear and tear, or if broken or damaged due to the negligence, act or omission of the Purchaser, or visitors, invitees, users and/or occupants in the Unit.
- 7.2.5. The Purchaser hereby understands and accepts that during and/or after the inspection of the unit, the Purchaser shall not quote and/or compare the unit finishing with any of the unit pictures, videos or digital media which developer may have used for the purpose of marketing. The Purchaser further acknowledges to accept the material and other components used by the Developer for the constructions as the Developer has used the material and other construction components in accordance with the law as well as the Purchaser accepts the discretion of the Developer to decide that the material and construction components used in the Project are the best fit for the agreed price of the Unit.
- 7.2.6. It is understood between the Parties that the Project shall be constructed to satisfy the individual standards and not the professional standards and therefore, the Purchaser hereby agrees and accepts that the Purchaser shall not be allowed to hire, engage, nominate, authorize or otherwise any third party professional entity or individual for the inspection of the Property upon completion of the Project and shall refrain from seeking opinions for the snagging and inspection from any professionals. However, where in case the Purchaser may not be able to attend the appointment for the inspection due to any valid reason, the Purchaser shall be authorized to nominate and/or authorize in writing a First Degree relative for the snagging checks and inspection of the Property.
- 7.2.7. The Purchaser hereby legally undertake that in the event of delay in inspection or snagging checks and/or fixtures of the snagged items, the Payment Plan of the Property shall not be affected, and the Purchaser shall continue to pay in accordance with the due dates of each respective payment.
- 7.2.8. It is mutually agreed between the Parties that the Purchaser shall not be allowed to hold, delay or cease to pay the outstanding amount due to delay in the inspection and/or snagging checks of the Property for whatsoever cause due to Purchaser or the Seller/ developer, and all the payments shall be paid by the Purchaser to the Seller/ developer in accordance with the payment plan given in this Agreement.
- 7.2.9. The Parties hereby collectively covenant and legally oblige that in the event where the Purchaser may discover any deficiencies and/or defects in the Structure of the Property, the Purchaser shall hold the Seller/ developer harmless from any such defects and the Liabilities shall stand with the Land owner of the Property, and in the event where the Purchaser may seek to claim any remedies for structural defects, the Purchaser shall raise a specific request to the Seller/ developer for the information of the Land Owner to access the information. It is further agreed by the Purchaser that Structural Defects discovered by the Purchaser shall be accompanied and recognized and validated by a registered engineer and/or consultant and shall be supported by a professional report in order to request the information of the Landowner.
- 7.2.10. The Purchaser hereby fully understands and accepts that in the event where the Payment due to be paid towards the Unit are not fully paid by the Purchaser for whatsoever cause, the Seller/ developer in its sole and absolute discretion may not elect to invite to the Purchaser for the checking of the Snagging works and where the outstanding amounts due to be paid towards the unit are not paid by the Seller/ developer within 7 days from the date of the building completion notification by the Seller/ developer, the Seller/ developer shall be excused from the obligation of the snagging thereafter and the Purchaser fully covenants that the right for the snagging checks and fixture shall be completely lost by the Purchaser.
- 7.2.11. It is understood by the Parties that the Purchaser shall not be obliged to obtain the Building Completion Certificate from the Concerned Authorities in order to invite the Purchaser for the Snagging Checks and the Seller/ developer shall be authorized to invite the Purchaser for the Snagging checks upon certification of 100% works by the consultant towards the contractor and Seller/ developer.

7.3. Possession

- 7.3.1. Subject to the Purchaser having complied with its obligations under the Agreement, the Seller/ developer shall hand over possession of the Unit(s) and to the Purchaser. The Seller/ developer shall be entitled to decline to handover possession and occupation to the Purchaser if the Purchaser has failed to make the payments of all or part of the Purchase Price or the Service Charges or Master Community Service Charges, which have accrued or has failed to comply with any other provisions of the Agreement. However, if despite any default in payments, the possession and occupation has been given to and taken to by the Purchaser on the Completion Date, then the title to the Unit shall not pass until full payment of the Purchase Price as permissible under UAE Federal Law No. 5 of 1985.
- 7.3.2. The Purchaser hereby indemnifies and holds the Seller/ developer harmless against all actions, claims, demands, proceedings, costs, damages, expenses and losses (including professional fees in relation thereto) of whatsoever nature incurred or suffered by the Seller/ developer in connection with:
- 7.3.2.1. The enforcement of, or preservation of any rights of the Seller/ developer under this Agreement;
- 7.3.2.2. Any breaches and/or default by the Purchaser in the performance of any and/or all of the Purchaser's obligations under this Agreement; and/or
- 7.3.2.3. Any injuries to any property(ies) or person(s), or death of person(s), or damage to any property(ies) whatsoever, arising out of or related to the Handover, use and/or occupation of the Unit, and/or the building and directly or indirectly as a result of the negligence, or act and/or omission of the Purchaser or his agents, servants, visitors, lessees, invitees and/or any persons or entities under his control.
- 7.3.3. To the extent that the Purchaser is given an early access before the Completion Date, all risks in respect of the Unit shall pass to the Purchaser on the date that early access is given to the Purchaser. Otherwise, all risks and benefits with respect to the Unit shall pass to the Purchaser on the Completion Date, which is the date on which the Purchaser is required to take possession of the Unit. The Purchaser agrees that the Seller/ developer may at its sole discretion refrain from granting the Purchaser an early access to the Unit.

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- 7.3.4. Service charges will be calculated and due by the Purchaser from the date of issuance of the Building Completion Certificate by Zoning authority. Certificate Irrespective of the fact whether the purchaser has physically taken possession of the Unit or not.
- 7.3.5. The Seller/ developer shall be entitled to decline to handover the possession and occupation to the Purchaser if the Purchaser has failed to make the payments referred to in Clause 4, which have accrued or has failed to comply with any other provisions of the Agreement.
- 7.3.6. Upon completion of the transfer of the Possession from the Seller/ developer to the Purchaser, the Purchaser hereby irrevocably confirms and accepts that the Purchaser, in any uncertain accidental event with the Property, shall not claim any damages from the Seller/ developer and the Liabilities for any such accidental loss shall only vest with the Contractor, Engineer, and/or the Sub-contractors whose performance might have caused the accident and in no case the Seller/ developer shall be held responsible for any accidental claim or shall be required to remedied the Purchaser for any loss.
- 7.3.7. That upon Handover of the Unit prior to the clearance of full payment as specified in Schedule A of the Agreement, the Purchaser may not lease, license, or otherwise rent out or part with possession of the whole or part of the Unit, to any third party without the prior written consent of the Seller/ developer. In an event the Seller/ developer approves the request of the Purchaser, the Purchaser shall lease or otherwise rent out or part with possession of the whole or part of the Unit to any third party in which scenario he will be legally obligated to sign a contract along with Hand over letter on the date of taking possession of the Unit. for a period of maximum one year on non-renewable terms, the Seller/ developer shall sign as a witness in the rental agreement to be executed between the Purchaser and the third party (as a tenant) and the Purchaser shall incorporate the following paragraph in the rental agreement, as follows.

"That this is made by **Seyed Reza Seyed Mohammadmehdi Alavi**, had purchased the Unit **406 (ROME BY SD)** from **Samana Star Real Estate Development LLC, (the 'Developer')** on the payment plan and issued postdated cheques in favor of the Developer. That in an event any postdated cheque issued is not honored and/or bounced for insufficient funds, the Developer has a right to terminate the Sale and Purchase Agreement executed between me and the Developer. Pursuant to the termination Clause 15 of the Sale and Purchase Agreement the Developer shall reinstate itself as the owner of the Unit and shall be empowered with all the rights of the landlord as define in the Law no.26 of 2007 and amending Law no. 33 of 2008." Purchaser acknowledges that failure to do so as mentioned aforesaid shall be treated as a default on the Purchaser as per Clause 15 of the Agreement".

Purchaser understands and agrees that the renting of the unit to the tenant shall not waive off the Purchaser's responsibility in any manner from making the due installments as per the payment schedule and shall remain bound in all respect with all other terms of this agreement.

8. WARRANTIES AND COVENANTS OF THE SELLER/ DEVELOPER

- 8.1. The Seller/ developer hereby acknowledges and confirms that the Seller/ developer offer to sell the individual real estate units in the Project on a freehold property basis and is also further entitled to pass on and issue a clear and marketable title, free from all encumbrances to the purchaser of the Units.
- 8.2. The Seller/ developer shall, on receipt of complete payment of the Purchase Price and provided that the Purchaser is not in default of any of the other provisions under this Agreement or Applicable Laws, approach the Master Developer and the Land Department to have the ownership over the Units to be transferred to the Purchaser.
- 8.3. The Seller/ developer :(i) shall carry out construction of the Project in compliance with all applicable building codes, regulation and Applicable Laws and in compliance in all material respects with the terms and conditions of this Agreement; and (ii) warrants that all materials and equipment used in the Project will be new and in conformity in all material respects with the terms and conditions of this Agreement.
- 8.4. The Seller/ developer undertakes that it shall take all reasonable steps necessary to ensure that construction will be on the Anticipated Completion Date subject to any Force Majeure event under this Agreement.
- 8.5. The Seller/ developer undertakes to cause the Unit(s) to be built substantially, on a best endeavour basis in accordance with the specifications and in a proper and workman like manner in accordance with good building practice, with good and suitable materials and in accordance with the requirements of all competent authorities. The Seller/ developer shall use commercially reasonable efforts to construct the Unit in accordance with the Anticipated Floor Plan and Drawings in Schedule C and complete the Unit(s) with the amenities enlisted in the Features List provided in Schedule B. Notwithstanding the generality of foregoing, the Purchaser hereby approve and accept that the Seller/ developer , upon instructions from the government officials and/or advice from the Project Consultant, for the betterment of the Project may alter the Anticipated Floor Plan and/or specifications of the unit, which in no case shall be objected by the Purchaser. The Purchaser further understands that the alteration of the Anticipated Floor Plan and/or specification of the units may increase/decrease the size of the Unit and such change in the size of the unit shall affect the price of unit and change in the unit price shall be calculated based on the conditions given herein.
- 8.6. The Purchase concede and capitulate that the Seller/ developer, during the construction and/or after completion of the construction, in its sole and absolute discretion, upon instructions by government authorities and/or by instructions provided by the project consultant may add, remove, change, modify or otherwise any and/or all the amenities given here-after in the Schedule B of this Agreement. Such addition, removal, changing, modification or otherwise shall in no case be objected or protested by the Purchaser.
- 8.7. Without prejudice to the foregoing provisions, in the event of any defects and/or their rectification and/or repair, a decision of the Seller/ developer or the Project Consultant shall be final and binding on all Parties.

9. VARIATIONS

- 9.1. The Purchaser acknowledges and agrees that the Unit Area as listed in Section 3 of the Particulars is only an approximate and the Purchaser acknowledges that the actual Unit Area may vary from the Unit Area ("Actual Unit Area").
- 9.2. If the Actual Unit Area, differs from the Unit Area by less than 5% then the Purchaser shall have no claim against the Seller/ developer for any deficiency in the size of the Unit. However, if the difference in the Actual Unit Area is more than 5% of the Unit Area, an appropriate proportional adjustment shall be made to the Purchase Price in accordance with the rate per sq. ft. Notwithstanding the Generality of Foregoing, in the event where the variation in the size of the unit increases more than 5%, the Purchaser shall pay the per square feet amount of the increased size at the time final settle and/or upon receipt of a notice by the Seller/ developer . Whereas, in the event the where the variation in size decreases the size of the unit by more than 5%, the Seller/ developer in his sole and absolute

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discretion may 1) Offer the Purchaser a refund of the amount in accordance with the per square feet price.

9.3. If the Actual unit area is more than the Unit area as mentioned herein, the Purchaser shall be liable to pay for the excess differential area to the Seller/ developer. Any increased amount will be due and payable upon the Completion Date, as notified to the Purchaser in writing.

9.4. However, the Seller/ developer shall endeavor to ensure that such variation will not exceed 5% of the Unit Area.

9.5. The Seller/ developer shall from time to time make such variations to the Plans and Specifications either:

9.5.1. As may be necessary to comply with the applicable permissions, contents or approvals from the Master Developer of any other government authority such as the Dubai Municipality.

9.5.2. As may be deemed necessary or desirable in the discretion of the Seller/ developer or the Project Manager.

If any of the materials specified in the Plans and Specifications are not obtainable, the Seller/ developer may substitute such materials with other materials provided they are of equivalent or superior standard.

9.6. The Purchaser hereby understands and acknowledges that the Seller/ developer reserves the right to alter, change, amend, and/or otherwise the floor plan of the Project which may increase or decrease the anticipated size of the Unit given in this Agreement. It is further understood by the Parties that If the Actual Unit Area, differs from the Unit Area by less than 5% then the Purchaser shall have no claim against the Seller/ developer for any deficiency in the size of the Unit. However, if the difference in the Actual Unit Area is more than 5% of the Unit Area, an appropriate proportional adjustment shall be made to the Purchase Price in accordance with the rate per sq. ft. Notwithstanding the Generality of Foregoing, in the event where the variation in the size of the unit increases more than 5%, the Purchaser shall pay the per square feet amount of the increased size at the time final settle and/or upon receipt of a notice by the Seller/ developer .

10. COVENANTS AND WARRANTIES OF THE PURCHASER

10.1. The Purchaser agrees that the Purchaser shall:

10.1.1. Not modify and/or amend the building name, logo, fixture unless as required by law to do so.

10.1.2. Use the Unit(s) and the Parking Space for the Permitted Use only.

10.1.3. Make the payments in strict compliance with the Schedule A - Payment Plan and the Particulars Form;

10.1.4. Be responsible for and pay for water, telecommunications, electricity, gas, sewerage, garbage removal, information technology applications, sewerage consumption charges and all charges for district cooling, gas and all other utilities, including services and installation costs for all the above;

10.1.5. Be liable for the Service Charges from the date on which the Building Completion Certificate has been issued by Competent Authority and acknowledges that he has an obligation to contribute towards the common expenses for the maintenance, management, administration and control of the Common Area and the Building amenities calculated and payable to the Management Entity in accordance with the provisions of the Constitution and the Jointly Owned Property Law;

10.1.6. Responsible to pay for all property and local authority taxes levied on the Unit and Parking Space, from the Completion Date;

10.1.7. Purchaser shall, on the Completion Date, pay to the Seller/ developer a SC Deposit of an amount equivalent to twelve (12) months Service Charges or any other amount as per the Seller/ developer 's demand as a security for the Purchaser's obligations, and this sum shall be held by the Seller/ developer as a continuing coverage security (the " SC Deposit "). The Seller/ developer may apply the SC Deposit, in whole or in part, either towards payment obligations or, upon the request of the Management Entity towards payment obligations pursuant to the Constitution and the Jointly Owned Property Law. If the whole SC Deposit, or any portion of it, is so applied, the Seller/ developer shall notify the Purchaser in writing and the Purchaser shall immediately reinstate the SC Deposit to the original amount.

10.1.8. Will not withdraw from the agreement or payment commitments in the event of any usage or building regulation changes, issued by developer or competent authorities time to time.

10.2. The Purchaser shall, ensure that the Purchaser and any invitees or tenants or relatives of the Purchaser:

10.2.1. Not make any structural, mechanical or electrical alterations on the Unit(s) or the Parking Space without the prior written consent of the Management Entity;

10.2.2. In the event where the Unit Sold in this Agreement has a private pool, the Purchaser hereby fully understands and accepts to maintain the standards set by the Management Entity from time to time which shall include without limitation to engagement of a third-party pool management company, maintain cleanliness, keep the pool filled with water, maintain safety guidelines. In the event where the Seller/ developer, Management Entity may require to inspect the Private Pool premises, the Purchaser shall allow such inspection. In the event where any incident may occur for any cause, the Purchaser hereby understands that the Purchaser shall be fully responsible for any damage which may be caused due to negligence in adoption of the guidelines.

10.2.3. Not hang or otherwise leave anything on the balcony(ies) or window(s) of the Unit(s) or in the Common Area such that it is visible to any third parties;

10.2.4. Not store explosives, chemicals, firearms or any other hazardous materials in the Unit(s) or the Common Area;

10.2.5. Not store anything in the Common Area without obtaining the prior approval of the Management Entity;

10.2.6. Not erect, hang, affix or display any sign, billboard or message on the Unit such that that it is visible to any third party without obtaining prior written consent of Association;

10.2.7. Not do anything in the Unit or the Project which may be or become a nuisance, annoyance, disturbance, inconvenience to or damage the Project or other people occupying or using the Project or their invitees;

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- 10.2.8. Not use 'the Unit, the Common Area or the Project for any illegal or immoral act or purpose;
- 10.2.9. The Unit leisure facilities are for the exclusive use of the Unit Owners and Occupiers' only; the Unit leisure facilities are not available for use by any Invitees of the Unit Owners (or the Occupiers) and have not been designed to cater for such use;
- 10.2.10. Comply in all respects with the provision of all Applicable Laws and rules of any and all Competent Authorities, Master Community Declaration, rules of Master Developer, the Management Entity's Constitution and the Jointly Owned Property Law (including without limitation promptly paying the Master Community Service Charge and Service Charge as each may become due and payable);
- 10.2.11. Allow a representative of the Management Entity to enter the Unit in case of an emergency or upon reasonable written notice for operational or maintenance purposes.
- 10.2.12. The Purchaser hereby covenant and promises that upon execution of this Agreement the Purchaser shall not be able to withdraw or terminate this contract for whatsoever cause and it shall become the obligation of the Purchaser to complete the commitments given in this Agreement. Furthermore, the Purchaser allow the Seller/ developer to claim the complete amount of the property along with the surcharge, delay penalties and other fees which the Seller/ developer may apply or deem necessary for claiming in the event of default of the instalment by the Purchaser and/or any other conflict between the parties or otherwise.
- 10.2.13. Keep the Unit in good condition and Seller/ developer is not liable for any damages that may be caused to the Unit purchased by the Purchaser and the rectification of the damages shall be the sole liability of the Purchaser to be rectified within a period of 14 days at the cost of the Purchaser. The clause shall survive even after termination of the Sales Purchase Agreement till the rectification is completed and a written confirmation is provided by the Seller/ developer regarding satisfactory completion of the damages by the Purchaser.
- 10.2.14. That the Seller/ developer is not liable for any special, incidental, consequential damages for loss of revenues, profits including delays in construction. Further liability limited to payments if refundable only in accordance with the terms of this Agreement.
- 10.2.15. Option to enter into a rental pool or assured rental agreement with the seller/ developer. If such offer is made by the seller/ developer this offer will be valid for 30 days from date of notification and will be deemed null and void if the Purchaser has not responded in writing to the offer by the seller/ developer. The Purchaser will issue a Power of Attorney duly notarized by Dubai Notary Public for the management of assured rental property including powers for collection of rents in its own name and with rights to eviction of Tenant.
- 10.2.16. If the Purchaser is a company, the Purchaser represents and warrants to the Seller/ developer that it has the full capacity and authority to enter into this Agreement and that this Agreement is executed by a duly authorized representative.
- 10.2.17. Procure and maintain property insurance in respect of the Unit and the contents of the Unit from the Completion Date and pay all insurance premiums in respect of such insurance policy(ies); and
- 10.2.18. Not use those areas within the building (but out of the Unit) for any personal use such as dusting carpets, cleaning furniture or displaying plants and flowers.
- 10.2.19. Not close Bank Account used to issue the cheques for the purchase of this Unit until such time all the cheques towards the entire payments as stipulated in this agreement issued to the Seller/ developer are cashed by the Seller/ developer.
- 10.2.20. Notify regarding any unforeseen eventuality with respect to the Purchaser by the legal heirs of the Purchaser and continue the due payments as if the Purchaser was personally making it without default and if in case there is delay in making payments due to any unforeseen eventuality like death, secure the payments of service charges for the extended period till full and final payment plan completion for the Unit with an additional fee of AED 15,000 to be paid to the Seller/ developer.
- 10.2.21. The Purchaser shall be obligated to provide valid passport copies and other documents to the Seller/ developer and if the Purchaser is a Company/Corporate entity, the latest and valid Company Documents shall be provided to the Seller/ developer and for any changes of in the Corporate Structure of the Company, the Company who is the Purchaser shall be obligated to intimate the Seller/ developer about the structural change(s) with supporting documents.
- 10.2.22. The Purchaser agrees and undertakes to keep all essential documents as required in the agreement valid and up to date with the Seller/ developer.
- 10.2.23. The Purchaser shall not modify, add or delete any parts of the exterior of the Unit (including, without limitation, satellite dishes or antennae) or construct any additional improvements in the Unit without the prior written consent of the Seller/ developer and/or the Management Entity and/or the Competent Authorities.
- 10.2.24. The Purchaser acknowledges and confirmed that the Purchaser shall intimate the change of physical Address with Email ID to the Seller/ developer post the signing of the Sale Purchase to the completion of the entire Purchase Amount.
- 10.2.25. The Purchaser agrees that the Seller/ developer is at liberty to change the name of the Project at any time and the Purchaser shall not raise any objection with regard to the change of the name of the Project.

11. BUILDING MANAGEMENT

- 11.1. The Purchaser acknowledges and understands that for the proper and convenient management of the building, with effect from the date on which any person other than the Seller/ developer becomes an owner of a property in the Building, a Management Entity shall be appointed which the Purchaser and every other person who thereafter becomes an owner in the building shall be a member. The Parties agree that, the operation and maintenance of the Project, including without limitation, the Common Area shall be managed by the Association.
- 11.2. The Purchaser acknowledges that the Management Entity shall implement the rules stipulated under the Constitution and the Jointly Owned Property Law which are subject to amendment with respect to the Project which may contain restrictions on the use of the Unit(s) and/or the Project. The Purchaser agrees to comply with the Constitution and the Jointly Owned Property Law and agrees to procure the compliance of all other occupants and/or invitees of the Unit with the Constitution and the Jointly Owned Property Law.

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- 11.3. The Purchaser acknowledges and agrees that, upon becoming the owner of the Unit, the Purchaser and the Purchaser's heirs, successors-in-title successors or assigns will be obliged to the rules and regulations of the Management Entity for as long as the Purchaser is the owner of the Unit. The Purchaser agrees and undertakes to comply with and be bound by the Constitution and the Jointly Owned Property Law and agrees and undertakes to procure the compliance of all other occupants and/or invitees of the Unit with the Constitution and the Jointly Owned Property Law.
- 11.4. The Purchaser agrees that he shall execute a declaration of adherence in form substantially attached to Schedule F, Schedule G, Schedule H, Schedule I of this Agreement. Every unit in the building is sold subject to the terms of the Constitution, rules and regulations of the Management Entity the Jointly Owned Property Law and Master Community Declaration in the form of a restriction.
- 11.5. The Purchaser acknowledges and understands that the powers and functions of the Management Entity may be delegated to the Developer or its nominee in its capacity as the first manager for a period of five (5) years or at any other time as advised by the Developer from the date of appointment of Management Entity.
- 11.6. Any Owner may lease his unit in the building on condition that the Owner and the tenant remain obliged to comply with the Management Entity Constitution, the Jointly Owned Property Law and the Master Community Declaration towards the other unit owners, Occupiers, and the Management Entity.
- 11.7. The Purchaser agrees that the Management Entity shall have a lien on every unit for unpaid Service Charges and any other obligations levied against the unit owner in accordance with the provisions of the Applicable Laws and/or the Management Entity Constitution and the Jointly Owned Property Law.
- 11.8. The Purchaser is aware that under the Constitution and the Jointly Owned Property Law, each unit in the Project can be assessed based on the Service Charges which are to be paid by the unit owner. The Purchaser agrees that the Service Charges shall be calculated in proportion to the area per unit in accordance with the provisions of the Constitution and the Jointly Owned Property Law.
- 11.9. It is understood by the Parties that the Management Entity shall be responsible for the services, maintenance and fixtures of the building and upon completion of the Project, the Purchaser understands and agrees that the Purchaser shall have no right to claim any maintenance, amenities, fixtures or otherwise from the Seller/ developer in any case.

12. MASTER COMMUNITY DECLARATION

- 12.1. The building is located within the Master Community which is a mixed-use residential, commercial, leisure and retail community in which certain facilities and amenities will be shared by all owners in the Master Community and which has been (and may continue to be) developed by the Master Developer.
- 12.2. The Purchaser acknowledges and understands that:
- 12.2.1. The Project is a part of the Master Community, under the terms of the Master Community Declaration, the Purchaser will be required to comply with the rules and regulations designed to ensure proper management and administration of the Master Community, including without limitation to common area accessible to residents and visitors;
- 12.2.2. The Master Developer will be duly authorized to exercise management and control over the Master Community;
- 12.2.3. For the proper management, administration, maintenance and control of the Master Community, restrictions will be imposed on all the properties in the Master Community, by the Master Developer, by way of the Master Community Declaration or by the Master Developer at any time;
- 12.2.4. The Purchaser together with the Purchaser's heirs, personal representatives, successors and assigns will be bound by the Master Community Declaration and agrees to comply with the Master Community Declaration as well as the time-to-time requirements of the Master Developer at all times. The Master Community Declaration is equally binding upon any and all occupiers, assignors and assignees, and the Purchaser shall procure that its occupiers are aware of and shall comply with them;
- 12.2.5. The Purchaser must together with all the other owners in the Master Community to contribute towards the Master Community Service Charges generally, and to pay the Master Community Service Charges calculated and payable in accordance with the provisions of the Master Community Declaration which may altered by the Master Developer at any time in its sole and absolute discretion;
- 12.2.6. The following rights and reservations have been granted to/reserved by the Master Developer:
- 12.2.6.1. The necessary public, pedestrian and vehicular rights of way and easements for utilities, services and infrastructure vis-à-vis the Communal Facilities and other buildings in the Master Community; and
- 12.2.6.2. To claim/pass on additional costs/charges incurred by the Master Developer levied by any Relevant Authority in respect of any infrastructure, built-assets and/or facilities imposed on the Master Community by any Relevant Authority that were not contemplated and/or accounted for and/or payable by the Master Developer at the earlier time of drafting the master plan or transferring the Plot to the Seller/ developer, such costs to be apportioned between all plots in the Master Community in accordance with the provisions of the Master Community Declaration or as determined by the Master Developer;
- 12.2.7. The Master Developer assumes no liability and gives no warranty to the Purchaser or any subsequent purchaser for the proper performance of the Seller/ developer's or the Developer's obligations under this Agreement.
- 12.3. The Purchaser acknowledges and understands that Master Developer will remain the owner of the residual Plot in the Master Community and that for the proper and convenient management, administration; maintenance and control of the Master Community mutually beneficial restriction are imposed on all the properties in the Master Community under the Master Community Declaration. The Purchaser further acknowledges and understands that the Purchaser will remain liable for Master Community Service Charges levied by the Master Developer for the proper convenient management; administration, maintenance and control of Master Community.
- 12.4. The Master Community Declaration contains various rules, regulations and provisions which are binding upon all owners within the Master Community, including but not limited to provisions restricting public space advertising, signage and promotions within the Master Community and provides that the Master Developer may grant exclusive rights for such public space advertising, signage and promotions; provisions granting easements within the Master Community; provisions restricting the sale or transfer of properties within the Master Community, and rules relating to their general use and occupation. The Purchaser agrees and undertakes to comply with all such rules, regulations and provisions and shall procure that its Occupiers are aware of and comply with them and with the entire

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Master Community Declaration.

- 12.5. The Purchaser acknowledges and understands that the Purchaser together with the Purchaser's heirs, successors-in-title, permitted successors or assigns and Management Entity forming part of the Master Community, as well as other owners of units in the Project, shall be bound by the Master Community Declaration.
- 12.6. Every property in the Master Community is sold subject to terms of the Master Community Declaration and if possible, steps will be taken so that the registration of the Unit in Land Department will be made subject to the terms of the Master Community Declaration in the form of a restriction notwithstanding such registration, the Purchaser personally and on behalf of its successors and permitted assigns acknowledges, agrees and undertakes for the benefit of the Master Developer and the other owners that the Master Community Declaration has the form of a restriction in a document and is equally binding on any third party who wishes to acquire the Unit or any part of the Unit.
- 12.7. The Master Developer may create, vary or remove any communal facilities as it deems necessary within the Master Community and the Master Developer provides no warranty as to whether any communal facilities are provided for free or on a user pay basis.
- 12.8. The Master Developer has the authority and may recover its costs in respect of the operation of the Master Community in the form of Master Community Charges, which are payable in addition to, and separate and distinct from, the Service Charges payable by the Purchaser to the Management Entity.
- 12.9. The Seller/ developer makes no warranty or representation whatsoever that the community facilities within the Master Community shall be constructed by the Master Developer by the Completion Date or at any time thereafter.
- 12.10. The Purchaser shall execute a declaration of adherence in a form substantially similar to Schedule F, Schedule G, Schedule H, and Schedule I, of this Agreement binding itself and its successors and assigns to the terms of Master Community Declaration.
- 12.11. The Purchaser agrees that the Master Developer shall have a lien, charge or similar claim on the Unit for any outstanding amounts and further agrees that the Master Developer is empowered to take whatever action it deems necessary to enforce payment of any outstanding amounts.
- 12.12. The Seller/ developer shall endeavor to advise the Purchaser of the First Provisional Service Charge as soon as practicable following notice of the Completion Date referred hereof. The Purchaser shall pay the First Provisional Service Charge to the Seller/ developer in full and in advance on the Completion Date or if later, within ten (10) days of demand.

13. ASSIGNMENT OF THIS AGREEMENT

13.1. Assignment By Purchaser

- 13.1.1. The Purchaser shall not transfer, assign, pledge, sell or dispose of this Agreement without obtaining the prior written consent of the Seller/ developer.
- 13.1.2. Purchaser agrees that it shall not make any request for approval of the Seller/ developer for assignment of this Agreement to any third party unless:
- 13.1.2.1. The Purchaser has made all payments then due in accordance with the Payment Schedule under Schedule A.
- 13.1.2.2. The Purchaser is not otherwise in default under the terms of this Agreement.
- 13.1.2.3. Further 15% accelerated payment without affecting the agreed payment plans this 15% payment shall be deducted from the end of the payment plan only, so last 15% equivalent installment shall be paid at the time of NOC for Resale.
- 13.1.2.4. The post-handover payment plan shall not be transferable to new purchaser from the anticipated completion date of the unit. The Purchaser has to pay the full amount of purchase price to transfer unit to their new third-party purchaser.
- 13.1.2.5. The Purchaser hereby further understands and accepts that in the event where the Purchaser may resale the unit to any third party, the Purchaser shall be obliged to pay an amount of AED 5250 to the Seller/ developer in order to proceed for the resale on top of the official expenses which includes without limitation to 4% transfer registration fees, taxes and duties or other official expenses which may be imposed by the government officials.
- 13.1.3. In the event that a Purchaser is a legal entity, any change in the majority shareholding of the legal entity shall be deemed to be an assignment by the Purchaser. Four weeks prior to such change the Purchaser shall be required to deliver a notice, duly signed by the Directors, to the Seller/ developer informing of the anticipated change of shareholding before it can be deemed authorized by the Seller/ developer and effective. If such change is deemed to be an assignment, the Purchaser shall be permitted to effect such change in shareholding only after it has complied with the assignment requirements under this Clause 13.
- 13.1.4. In the event of any proposed transfer, assignment, pledge, sale or disposal of the Unit by the Purchaser to any third party at any time prior to registration of title to the Unit at the Land Department, the Purchaser shall pay to the Seller/ developer an administrative fee of AED 5,000.00
- 13.1.5. Any agreement to transfer, assign, pledge, sell or dispose the Unit or any part thereof by the Purchaser to third party shall contain an undertaking by such third party to comply with the obligations of the Purchaser contained herein.
- 13.1.6. The Purchaser (and any subsequent purchasers) shall be solely responsible for any transfer fee, resale fee, registration fee or the like that is imposed by the Land Department, the Master Developer or any other relevant UAE and/or Dubai governmental authorities on any resale of the Unit.
- 13.1.7. Nothing in this Agreement shall restrict the right of the Purchaser to assign the benefit of this Agreement to, or enter into an arrangement with, a bank or financial institution providing finance to the Purchaser in connection with its purchase of the Unit provided prior notice is given to the Seller/ developer of any such assignment or arrangement and the prior written consent of the Seller/ developer is obtained prior to the transfer of title to the Purchaser.
- 13.1.8. Should the Purchaser sell or assign its rights in relation to the Unit to any subsequent purchasers ("Subsequent Purchaser"), the Purchaser shall ensure that such Subsequent Purchaser acknowledges and accepts that the Master Developer has no liability and gives no warranty for the proper performance of the Seller/ developer's obligations under this Agreement.
- 13.1.9. The Purchaser indemnifies and holds the Master Developer harmless against all claims, proceedings, costs, damages, expenses and losses in respect of any claims made by any Subsequent Purchaser arising from third party contracts or otherwise in connection with the alienation or purported alienation of

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the Unit by the Purchaser and Subsequent Purchasers.

13.2. Assignment By Seller/ developer

- 13.2.1. The Purchaser agrees that the Seller/ developer may assign its rights and obligations under this Agreement at any time and the Purchaser hereby consents to any such assignment. Such assignment shall be effective upon the Purchaser receiving notice from the Seller/ developer relating to the assignment.
- 13.2.2. The Purchaser hereby further understands and accepts that the Seller/ developer shall be fully authorized to pledge the entire project or the unit of the Purchaser with any Bank or Financial Institute and/or Government Entities for the purpose of Loan or Collateral for any purpose and the Purchaser shall be authorized to execute and produce any or all the documents which the Seller/ developer may require from time to time. In the event where the Purchaser may fail to execute any required documents which the Seller/ developer may require, the Seller/ developer in its sole and absolute discretion may abolish the Long-Term Payment Plan and enforce the payment plan in accordance with the Clause 4.5 of this Agreement. Furthermore, in the event where the Purchaser may fail to execute the required documents mentioned herein, the Seller/ developer shall also have the right to terminate the Sale Purchase Agreement by refunding the amounts paid by the Purchaser after making the applicable adjustments given in this Agreement.

14. RIGHTS OF WAY & EASEMENTARY RIGHTS

- 14.1. The Purchaser shall be granted the following rights and easements:
- 14.1.1. The right for the Purchaser and all persons expressly or by implication authorized by the Purchaser (in common with Owners, Occupiers and persons having a similar right) to use the Common Areas for all proper purposes in connection with the use and enjoyment of the Unit;
- 14.1.2. The right to the passage of any of the utilities to and from the Unit through any relevant conduits, wires, pipelines, drains (and the like) serving the Unit;
- 14.1.3. The right in common with all other Owners in the Project to support and shelter from adjoining property; and
- 14.1.4. The Purchaser shall have rights to use the Balcony and Terrace, as may be applicable, in accordance with and subject to the regulations of the Management Entity
- 14.1.5. The right to park private vehicles in the Parking Spaces allocated to the Purchaser.
- 14.2. The Purchaser acknowledges that the Unit is transferred subject to the following which may be endorsed on and hereby runs with the title to the unit:
- 14.2.1. Any easements or rights of way with or in favor of the Seller/ developer, Master Developer, Dubai Electricity and Water Authority, Du, Etisalat or other third parties as required in connection with the provision of infrastructure, water, sewerage, electricity, cabling, other utilities and telecommunications to the Project; and
- 14.2.2. The terms, conditions, covenants, rights, obligations and restrictions set out in Master Community Declaration, the Jointly Owned Property Law and Constitution and the rules and regulations issued in accordance therewith as may be amended from time to time.
- 14.3. In addition to Clause 14.2 hereinabove, the Purchaser permits the Seller/ developer, the Master Developer, the Management Entity and their respective employees, agents or authorized persons, Dubai Electricity and Water Authority, Du, Etisalat, empower (or similar utility provider) and other occupiers of adjoining property to exercise all the rights that are excepted and reserved out of this Agreement and the rights and easements set out below:
- 14.3.1. The right to the passage and running of the utilities through any relevant conduits, wires, pipelines, drains (and the like) which are now, or may at any time be in, under or over the Unit;
- 14.3.2. The right to enter the Unit in order to:
- 14.3.2.1. Inspect, clean, maintain, repair, connect, remove, lay, renew, relay, replace, alter or execute any works whatsoever or in connection with, any of the Common Areas, conduits or any other services and to this end take all equipment reasonably necessary for the purpose of carrying out such works;
- 14.3.2.2. Execute repairs, decorations, alterations or any other works, and to make installations to the building or to any other unit situated adjacent to or above or below the Unit; and
- 14.3.3. The right for the Master Developer, the Seller/ developer or the Management Entity's representative (as appropriate) to enter the Unit as necessary for any purpose connected with the respective interests in the Master Community, the Management Entity and/or the Project (as applicable).

15. REMEDIES

- 15.1. Enforcement of Handover Obligation (Except as Prevented by Force Majeure Events or Permitted Under This Agreement)
- 15.1.1. Except for any delays resulting from a force majeure event or as otherwise permitted under this Agreement, and provided that the Purchaser has duly performed all of their obligations hereunder, including, without limitation, the full payment of the Unit's purchase price, the Purchaser shall be entitled, solely, to compel the handover of the Unit by way of specific performance should the Seller/Developer fail to deliver the Unit beyond the timeframe specified in Clause 7.1.3 of this Agreement and/or in accordance with the Handover provisions under this Agreement and/or beyond the timeframe permitted by the Land Department for delivery of the Unit. Such remedy shall only become available where: (i) the Purchaser has issued a written notice to the Seller/Developer requesting specific performance, and (ii) where the Seller/Developer fails to comply within 180 business days upon receipt of such notice

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15.2. Termination by Seller/Developer

- 15.2.1. The Purchaser shall be deemed to be in default under this Agreement, if:
- 15.2.1.1. The Purchaser fails to pay on the due date any sum payable by it under this Agreement, representing any of the installment's payments referred to in Schedule A and/or any of the Service Charge payments, administration fees or Master Community Service Charges as soon as they become due and payable. or
 - 15.2.1.2. The Purchaser defaults in the due and punctual performance of any other provision of this Agreement. or
 - 15.2.1.3. The Purchaser sells or attempts to sell the Unit or the Parking Space without obtaining prior written consent of the Seller/ developer. Or
 - 15.2.1.4. Any representation or warranty made or deemed to be made or repeated by the Purchaser in or pursuant to this Agreement or in any document delivered under this Agreement is or proves to have been incorrect in any material respect; or
 - 15.2.1.5. Any event occurs, or proceedings taken with respect to the Purchaser in any jurisdiction to which it is subject, and which has an effect equivalent or similar to any of the events mentioned here or in this Agreement.
- 15.2.2. If the Purchaser commits a default under Clause 15.2.1 hereinabove, the Seller/ developer shall send written notice to Purchaser to perform its contractual obligations and rectify the default, and the Purchaser shall have thirty (30) days to remedy such default, starting from the date the notice is given to him by the Seller/ developer , and if the Purchaser fails to remedy such default, then the Seller/ developer shall be entitled to exercise any of the rights under Clause 15.2.3 herein below.
- 15.2.3. If the Purchaser has failed to rectify or cure a default as mentioned above, the Seller/ developer shall without prejudice to any other rights available to it under law:
- 15.2.3.1. Terminate this Agreement.
 - 15.2.3.2. Re-sell the Unit and Parking Space.
 - 15.2.3.3. Forfeit 40% of the Purchase price.
 - 15.2.3.4. Claim compensation pursuant to Article 15 of Executive Council Resolution No. (6) Of 2010, approving the executive regulation of Law No. (13) Of 2008, concerning regulation of the Interim Real Estate Register in the Emirate of Dubai.
- 15.2.4. The Purchaser expressly acknowledges and agrees that it consents to the Seller/ developer 's entitlement to terminate this Agreement pursuant this Clause 15.2, in accordance with the meaning of consent and mutual consent contemplated under Article 218, 267 of the UAE Federal Law no.5 of 1985.
- 15.2.5. The Purchaser agrees that the Seller/ developer shall be entitled to exercise such right without the need to obtain a court order in accordance with Article 271 of the UAE Federal Law no. 5 of 1985.
- 15.2.6. The Purchaser expressly acknowledges and agrees that in the event of completion of building or handover, the Seller/ developer has absolute right to forfeit whole paid amount upon failure of any term listed above. The purchaser agrees that it consents to forfeit the whole amount in accordance with the meaning of consent and mutual consent contemplated under Article 218, 267 of the UAE Federal Law nos. 5 of 1985.
- 15.2.7. In case of cancellation/termination of the Sale & Purchase Agreement and/or OQOOD for the unit, the Purchaser shall be refunded the balance amount after deducting the applicable expenses incurred in the process of Sale and Termination of the Contract/ Oqood, including without limitation to Brokerage paid by the Seller/ developer , Commission paid to the sales team of the Seller/ developer against the Sale of the unit, expenses incurred to complete the termination of Oqood and other allied expenses which the Seller/ developer may have incurred at the time of conclusion of the Sale and/or Termination of this Contract and/or the Oqood, regardless to mode of the Payment whether from the Bank Account or in form of Cash.
- 15.2.8. If the Purchaser directly lease/ Rent or enter Tenancy Contract of the Unit with any Third Party without written consent of the Seller/ developer.
- 15.2.9. After taking hand over of the Unit, any damages caused to the Unit and if the Purchaser fails to rectify the same at his own cost within a period of 15 days from the date of Damage caused.
- 15.2.10. The initiation by or against the Purchaser of proceedings for bankruptcy, insolvency, liquidation, voluntary restructuring or general assignment for the benefit of the Purchaser's creditors; or
- 15.2.11. The appointment of a permanent receiver or trustee in respect of Purchaser's assets; or
- 15.2.12. Without prejudice to the Seller/ developer 's other rights under this Agreement or under applicable law, the maximum amount permissible under the applicable laws shall be absolutely released from the Escrow Account to the Seller/ developer as compensation and to the extent this is not adequate compensation, the Seller/ developer may claim damages against the Purchaser for all loss, costs and expenses incurred by the Seller/ developer as a result of the Purchaser's default. The Purchaser hereby acknowledges and agrees that such release in the foregoing circumstances (i) is fair and equitable, is not harsh or unconscionable and does not constitute a penalty and (ii) the Seller/ developer shall be entitled to resell or take any other action with respect to the Unit, and the Purchaser agrees that it releases and discharges the Seller/ developer against any and all claims, losses, costs, taxes, levies, expenses, damages and/or liabilities incurred, suffered or that may be incurred or suffered by the Purchaser as a result of such termination, release, resale and/or action.
- 15.2.13. If this Agreement is terminated in accordance with termination clause rights and obligations under this Agreement shall cease except for:
- a. Obligations that expressly survive termination of this Agreement.
 - b. Liabilities and obligations that have accrued prior to such termination, including the obligation to pay any amounts that have become due and payable prior to such termination,
 - c. The obligation to pay any portions of the Payment Amount that has accrued prior to such termination, even if such portion has not become due and payable at that time,

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d. Penalties if any.

e. Purchaser agrees to discharge the Seller/ developer against any and all claims, losses, costs, taxes, levies, expenses, damages and/or liabilities incurred, suffered or that may be incurred or suffered by the Purchaser as a result of such termination, release, resale and/or action and the Purchaser expressly agrees that the Seller/ developer shall be entitled to resell or take any other actions with respect to the Unit.

16. FORCE MAJEURE

16.1. If the completion of the Project and/or the handover of the Unit is delayed due to any act beyond the control of the Seller/ developer including market conditions, the Seller/ developer shall notify the Purchaser of such delay as soon as practicable. The Force Majeure shall include without limitation to fire, flood, earthquake or alike acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, lockdowns i.e COVID-19 Pandemic, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference. In case where the Force Majeure has affected the Seller/ developer, the anticipated completion date of the Project may be adjourned as per the notice of applicability of the Force Majeure and such adjournment shall be on top of the grace period allowed to the Seller/ developer for delay in Completion of the Project. Notwithstanding anything mentioned in this clause Purchaser's payment obligations coming due during the event of Force Majeure shall not be suspended and shall not be affected by force majeure event.

17. GOVERNING LAW AND JURISDICTION

17.1. This Agreement and the rights of the Parties hereunder shall be governed by the rules of the Dubai International Arbitration Centre, United Arab Emirates.

17.2. In the event of any dispute or difference arising between the Parties out of or relating to this Agreement or to the breach thereof, the Parties shall use their best endeavors to settle such dispute or differences. To this effect they shall consult and negotiate with each other, in good faith and understanding of their mutual interests to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period 30 (thirty) days, then the dispute or the difference shall be finally settled by the Dubai International Arbitration Centre, United Arab Emirates.

17.3. The Tribunal in the Dubai International Arbitration Centre, for the arbitration process, shall consist of 3 arbitrators and the seat of arbitration shall be Dubai, United Arab Emirates. The procedure for the appointment of the arbitrators shall be followed as per the rules of Dubai International Arbitration Centre, United Arab Emirates. The language for the arbitration shall be English and maximum claimable lawyer fees in the dispute shall not exceed AED 10,000 (Ten Thousand Dirhams Only) in any case.

17.4. Not with standing, the Parties hereby understand and agree that the revised agreement upon completion of the Project and handover of the unit which shall be signed between.

17.5. The Parties as given in the Clause No. 7.1.6 of this Agreement, shall be governed in accordance with the Laws of United Arab Emirates with an exclusive jurisdiction to be held with Dubai Courts only.

18. MORTGAGE LOANS AND FINANCING FROM THIRD PARTIES

18.1. The Purchaser acknowledges and confirms that the Purchaser understands that once the Parties have signed this Sale and Purchase Agreement, this Agreement is legally binding on the Purchaser and his ability or inability to procure a mortgage loan or finance from any third party shall not have any effect on the obligations of the Purchaser under this Agreement.

19. GENERAL PROVISIONS

19.1. This Agreement and Schedules A through J, which schedules are incorporated into Agreement by reference, constitute the entire Agreement between the parties hereto and there no other representations, warranties, conditions or collateral agreement, express or implied, written or oral, whether made by the Seller/ developer , any agent employee or representative of the Seller/ developer or any other person including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, showroom displays, photographs, videos, illustrations, renderings, revenue projections or pro-forma statements provided to the Purchaser or made available for the Purchaser's viewing.

19.2. The Brochure and other marketing material are for reference purpose only. The Purchaser can acquire a theme and concept from the available marketing material. The Seller/ developer has no obligation to follow the marketing concept but will endeavor to provide the closest finished product.

19.3. The Parties hereby understand and accept that the Seller/ developer reserve the right to change the Project Name with or without notice to the Purchaser and the Purchaser shall have no right to restrict the Seller/ developer in any capacity.

19.4. The invalidity of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

19.5. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy. Except as otherwise provided herein, the rights and remedies provided in this Agreement are cumulative and not exclusive of any right and remedies provided by Applicable Laws.

19.6. The mandate of Management Entity will be restricted and Management Entity at all times keep the developer indemnifies and abides by the rules issued by the developer. The Seller/ developer may choose to hold a chair at Management Entity Board of Directors at its own will.

19.7. Any notice to any Party hereto in connection with this Agreement shall be in writing and shall be sent to such Party's contact details first set out above. Each notice or other communication given, delivered or made by one Party to another under or in connection with this Agreement shall be in English language. Each Party shall inform the other Party in writing of any changes in his or its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery, email or facsimile. Date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service of a notice made through electronic mail shall be when the email is successfully delivered. Date of

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Schedule A SCHEDULE OF PAYMENT & UNITS PRICE

Unit Number : 406 (ROME BY SD)
 Name of Purchaser : Seyed Reza Seyed Mohammadmehdi Alavi
 Name of Joint Purchaser (If Applicable) :
 Total Sale Price (AED) : 2,336,231.58

Description	Percentage	Payment Date	Amount (AED)
DP	10 %	On Booking	233,623.16
I0001	5 %	10-Mar-25	116,811.58
I0002	10 %	10-Jul-25	233,623.16
I0003	5 %	10-Nov-25	116,811.58
I0004	10 %	10-Mar-26	233,623.16
I0005	10 %	10-Jul-26	233,623.16
I0006	20 %	10-Nov-26	467,246.32
I0007	10 %	10-Apr-27	233,623.16
I0008	20 %	On Handover	467,246.32
	Total Percent: 100 %		Total: 2,336,231.58

Samana Star Real Estate Development LLC

Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC	
Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi	
Joint Purchaser's Signature توقيع المشتري المشترك	
In Process	

Samana Star Real Estate Development LLC

4th Floor , Building 7-Bay Square Business Bay, Dubai - United Arab Emirates

Email: info@samanadevelopers.com Website:

<http://www.samanadevelopers.com> Phone: +971 4 563 9510

Amendment to Schedule A

The Seller/Developer and the Purchaser have agreed on the payment terms set out in the payment plan below, and accordingly, this amendment to Schedule A shall supersede the payment terms detailed in Schedule A.

Installment Serial Number	Percentage (%)	Payment Date	Amount (AED)
DP	10.00 %	On Booking	233,623.16
I0001	1.00 %	28-Mar-26	23,362.32
I0002	6.00 %	28-Apr-26	140,173.89
I0003	1.00 %	28-May-26	23,362.32
I0004	1.00 %	28-Jun-26	23,362.32
I0005	1.00 %	28-Jul-26	23,362.32
I0006	1.00 %	28-Aug-26	23,362.32
I0007	1.00 %	28-Sep-26	23,362.32
I0008	1.00 %	28-Oct-26	23,362.32
I0009	1.00 %	28-Nov-26	23,362.32
I0010	1.00 %	28-Dec-26	23,362.32
I0011	1.00 %	28-Jan-27	23,362.32
I0012	1.00 %	28-Feb-27	23,362.32
I0013	1.00 %	28-Mar-27	23,362.32
I0014	1.00 %	28-Apr-27	23,362.32
I0015	1.00 %	28-May-27	23,362.32
I0016	1.00 %	28-Jun-27	23,362.32
I0017	1.00 %	28-Jul-27	23,362.32
I0018	1.00 %	28-Aug-27	23,362.32
I0019	1.00 %	28-Sep-27	23,362.32
I0020	1.00 %	28-Oct-27	23,362.32
I0021	1.00 %	28-Nov-27	23,362.32
I0022	1.00 %	28-Dec-27	23,362.32
I0023	1.00 %	28-Jan-28	23,362.32
I0024	1.00 %	28-Feb-28	23,362.32
I0025	1.00 %	28-Mar-28	23,362.32
I0026	1.00 %	28-Apr-28	23,362.32
I0027	1.00 %	28-May-28	23,362.32
I0028	1.00 %	28-Jun-28	23,362.32
I0029	1.00 %	28-Jul-28	23,362.32
I0030	1.00 %	28-Aug-28	23,362.32
I0031	1.00 %	28-Sep-28	23,362.32
I0032	1.00 %	28-Oct-28	23,362.32
I0033	1.00 %	28-Nov-28	23,362.32
I0034	1.00 %	28-Dec-28	23,362.32
I0035	1.00 %	28-Jan-29	23,362.32
I0036	1.00 %	28-Feb-29	23,362.32
I0037	1.00 %	28-Mar-29	23,362.32
I0038	1.00 %	28-Apr-29	23,362.32
I0039	1.00 %	28-May-29	23,362.32
I0040	1.00 %	28-Jun-29	23,362.32
I0041	1.00 %	28-Jul-29	23,362.32
I0042	1.00 %	28-Aug-29	23,362.32
I0043	1.00 %	28-Sep-29	23,362.32
I0044	1.00 %	28-Oct-29	23,362.32
I0045	1.00 %	28-Nov-29	23,362.32
I0046	1.00 %	28-Dec-29	23,362.32
I0047	1.00 %	28-Jan-30	23,362.32
I0048	1.00 %	28-Feb-30	23,362.32
I0049	1.00 %	28-Mar-30	23,362.32
I0050	1.00 %	28-Apr-30	23,362.32
I0051	1.00 %	28-May-30	23,362.32
I0052	1.00 %	28-Jun-30	23,362.32
I0053	1.00 %	28-Jul-30	23,362.32
I0054	1.00 %	28-Aug-30	23,362.32
I0055	1.00 %	28-Sep-30	23,362.32
I0056	1.00 %	28-Oct-30	23,362.32
I0057	1.00 %	28-Nov-30	23,362.32
I0058	1.00 %	28-Dec-30	23,362.32
I0059	1.00 %	28-Jan-31	23,362.32
I0060	1.00 %	28-Feb-31	23,362.32
I0061	1.00 %	28-Mar-31	23,362.32
I0062	1.00 %	28-Apr-31	23,362.32
I0063	1.00 %	28-May-31	23,362.32
I0064	1.00 %	28-Jun-31	23,362.32
I0065	1.00 %	28-Jul-31	23,362.32
I0066	1.00 %	28-Aug-31	23,362.32
I0067	1.00 %	28-Sep-31	23,362.32
I0068	1.00 %	28-Oct-31	23,362.32
I0069	1.00 %	28-Nov-31	23,362.32
I0070	1.00 %	28-Dec-31	23,362.32
I0071	1.00 %	28-Jan-32	23,362.32
I0072	1.00 %	28-Feb-32	23,362.32
I0073	1.00 %	28-Mar-32	23,362.32
I0074	1.00 %	28-Apr-32	23,362.32
I0075	1.00 %	28-May-32	23,362.32
I0076	1.00 %	28-Jun-32	23,362.32
I0077	1.00 %	28-Jul-32	23,362.32
I0078	1.00 %	28-Aug-32	23,362.32
I0079	1.00 %	28-Sep-32	23,362.32
I0080	1.00 %	28-Oct-32	23,362.32
I0081	1.00 %	28-Nov-32	23,362.32
I0082	1.00 %	28-Dec-32	23,362.32
I0083	1.00 %	28-Jan-33	23,362.32
I0084	1.00 %	28-Feb-33	23,362.32
I0085	1.00 %	28-Mar-33	23,362.32
Total Percent: 100 %			Total: 2,336,231.58

The Purchaser acknowledges and agrees that default of the payment of one (1) installment on no more than two (2) separate occasions, or of two (2) installments consecutively, shall render the Purchaser liable to settle the purchase price in accordance with the payment terms set out in Schedule A and the payment terms set out in this amendment to Schedule A shall cease to apply.

In Process

"Intentionally left blank"

In Process

Samana Star Real Estate Development LLC

"Intentionally left blank"

In Process

Samana Star Real Estate Development LLC

Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC	
Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi	

Joint Purchaser's Signature توقيع المشتري المشترك	
<h1>In Process</h1>	

Samana Star Real Estate Development LLC

SCHEDULE B

Features and Amenities

Rome by SD comes with below mentioned amenities

- Indoor and outdoor gyms
- Leisure Deck – featuring swimming pools and water feature
- High tech Surveillance System
- Grand Entrance Lobby
- 24-hour Security
- Owner's Association
- Cooking Range
- Refrigerator

In Process

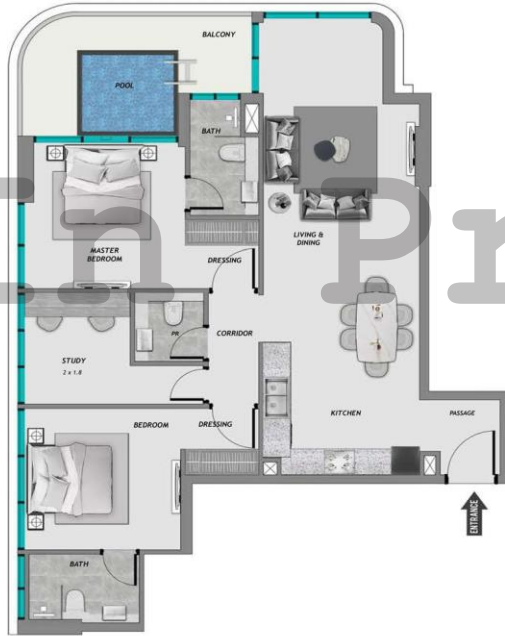
<p>Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC</p>	
<p>Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi</p>	
<p>Joint Purchaser's Signature توقيع المشتري المشترك</p>	

Samana Star Real Estate Development LLC

SCHEDULE C Unit Plan & Site Plan

SAMANA
DEVELOPERS

SAMANA
ROME
AUTOGRAPH COLLECTION



KEY PLAN 1 TO 4TH FLOOR



2 BEDROOM WITH POOL
T - 06

NOTE: NORTH DIRECTION IS AS PER THE KEY PLAN



Samana Star Real Estate Development LLC

Disclaimer: This layout is for indicative purpose and the final layout is subject to DLD Approval, Consultant and Authority Approvals.

All drawings and dimensions are approximate. Drawings not to scale are subject to change without notice. The developer reserves the right to make revisions. The units are taken from typical floor of the building and columns may vary in size depending on the floor level. The furnishings and accessories shown are representation only. The length and width of the Unit and balcony varies depending on which floor and which orientation the unit is located within the building to comply with the building authority regulations.

Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC	
Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi	
Joint Purchaser's Signature توقيع المشتري المشترك	

In Process

Samana Star Real Estate Development LLC

SCHEDULE D

FINISHES

- Standard Finish

Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC	In Process
Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi	
Joint Purchaser's Signature توقيع المشتري المشترك	

**SCHEDULE E
NOT USED**

In Process

Samana Star Real Estate Development LLC

SCHEDULE F

DECLARATION OF ADHERENCE TO

THE RULES OF THE MANAGEMENT ENTITY

THIS DECLARATION is made by "Seyed Reza Seyed Mohammadmehdi Alavi, ", of Clock Tower Roundabout Business Village Block A, 6 Floor, Unit 606,,Dubai,United Arab Emirates,,,

WHEREAS:

- A. I/ We propose to take title to the Unit with property identification number 406 (ROME BY SD) at "Rome by SD" located at Plot no. 767, Municipality Number 645-3224, Wadi Al Safa 3, Emirate of Dubai, UAE
- B. I/ We have read and understood the Rules and agree to be bound by their terms.

NOW I/WE AGREE AS FOLLOWS:

1. Expressions defined in the Rules shall (unless the context otherwise requires) have the same meaning when used in this Declaration of Adherence.
2. I/We hereby undertake to and covenant to the Management Entity and to the other Owners to comply with the provisions of and to perform all the obligations in the Rules in respect of the Unit and the ownership thereof so far as they shall become due to be observed and performed on or after the date hereof.

<p>Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC</p>	FS FA
<p>Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi</p>	PB
<p>Joint Purchaser's Signature توقيع المشتري المشترك</p>	

Samana Star Real Estate Development LLC

SCHEDULE G

DECLARATION OF ADHERENCE TO THE MASTER COMMUNITY DECLARATION

THIS DECLARATION is made by "Seyed Reza Seyed Mohammadmehdi Alavi, ", of Clock Tower Roundabout Business Village Block A, 6 Floor, Unit 606,,Dubai,United Arab Emirates,,,,

WHEREAS:

- A. I/ We propose to take title to the Unit with property identification number **406 (ROME BY SD)** located at "**Rome by SD**", **Plot no. 767, Municipality Number 645-3224, Wadi Al Safa 3, Emirate of Dubai, UAE**
- B. I/ We have read and understood the Declaration and agree to be bound by their terms.

NOW I/WE AGREE AS FOLLOWS: Defined in the declaration shall (unless the context otherwise requires) have the same meaning when used in this Declaration of Adherence.

1. I/We hereby undertake to and covenant to the Master Developer, the Management Entity and to the other Owners to comply with the provisions of and to perform all the obligations in the Declaration in respect of the Unit and the ownership thereof so far as they shall become due to be observed and performed on or after the date hereof.

In Process

<p>Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC</p>	<p>FS FA</p>
<p>Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi</p>	<p>PB</p>
<p>Joint Purchaser's Signature توقيع المشتري المشترك</p>	

Samana Star Real Estate Development LLC

SCHEDULE H

DECLARATION OF ADHERENCE TO

THE DECLARATION OF THE COMMUNITY ASSOCIATION

*THIS DECLARATION is made by Seyed Reza Seyed Mohammadmehdi Alavi, *of Clock Tower Roundabout Business Village Block A, 6 Floor, Unit 606 , Dubai, United Arab Emirates,, ,*

WHEREAS:

- A. I/ We propose to take title to the Unit with property identification number **406 (ROME BY SD)** located at **"Rome by SD", Plot no. 767, Municipality Number 645-3224, Wadi Al Safa 3, Emirate of Dubai, UAE**
- B. I/ We have read and understood the Declaration and agree to be bound by its terms.

NOW I/WE AGREE AS FOLLOWS:

- Expressions defined in the Declaration shall (unless the context otherwise requires) have the same meaning when used in this Declaration of Adherence.
- I/We hereby undertake to and covenant to the community association and to the owners to comply with the provisions of and to perform all the obligations in the declaration in respect of the unit and ownership thereof so far as they shall become due to be observed and performed on or after the date hereof.

<p>Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC</p>	
<p>Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi</p>	
<p>Joint Purchaser's Signature توقيع المشتري المشترك</p>	

Samana Star Real Estate Development LLC

SCHEDULE I

Declaration of Acceptance of Notifications

1. Purchaser acknowledges, agrees and accepts with immediate effect that all notifications and communications to be sent in relation of for this SPA shall be validly sent by email to the email address provided at Item 2 of the Particulars. Any notification or communication shall be considered valid when sent to the email address provided at Item 2 of the Particulars.
2. As well, Purchaser acknowledges, agrees and accepts with immediate effect that any communication, legal notices, notices of legal proceedings, summons of all kinds and all and any other communication that needs to be sent in written or in hardcopy to the Purchaser shall be considered as validly sent if sent to the address as provided at Item 2 of the Particulars. A.

Acknowledged and agreed

<p>Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC</p>	<p>In Process</p>
<p>Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi</p>	
<p>Joint Purchaser's Signature توقيع المشتري المشترك</p>	

Samana Star Real Estate Development LLC

SCHEDULE J

DISCLOSURE STATEMENT

This disclosure statement (the “Disclosure Statement”) is issued pursuant to the Direction for General Regulation Concerning Jointly Owned Properties (the “Direction”) issued pursuant to Law No 06 of 2019 Concerning Ownership of Jointly Owned Properties in the Emirate of Dubai by Samana Star Real Estate Development LLC (the “Developer”) to Seyed Reza Seyed Mohammadmehdi Alavi, (the “Purchaser”) in relation to unit “406 (ROME BY SD)”, in the Project namely “Rome by SD”.

In this Disclosure Statement, the following words shall have the following meanings:

“Completion Date” has the meaning detailed in the SPA.

“SPA” means the sale and purchase agreement between the Developer and the Purchaser in relation to the Unit dated approximately the same date as the date hereof.

“Purchase Price” has the meaning detailed in the SPA.

The words “Common Areas”, “Consumer”, “Directions”, “Occupier”, “Owner”, “Management Entity”, “Proposed Unit” and “Utility Service” shall have the definitions given to them in the Direction.

1. Description of the Project

1.1 Intended Land Use

As at the date hereof it is intended that the Project will be a residential community comprising of Ground Floor to have Entrance Lobby and residential units, retail units, Ground and Podium and/or Basement Floor to have Parking.

1.2 Ecological Sustainable Development Features

The following are the key features incorporated in the project which contributes to ecological sustainable development:

- Water Fittings.
- Energy conservation measures includes, efficient wall construction assembly, efficient roof construction assembly. Centralized operation waste segregation facility
- Standard Paint with Double Coating.

1.3 Special Use of Unit

The Unit is to be used for family residential purposes only.

1.4 Facilities within proposed Common Areas for use by Owners and Occupiers as of right

As at the date hereof it is intended that the following facilities are available within the Project for use by Owners and Occupiers as of right but subject to any and all rules and regulations of the JOPD, Management Entity regulations and any other existing laws of the land.

Gym and Swimming Pool.

All Apartments in the building are unfurnished (except white goods). Common areas shall be furnished as considered reasonable by the Seller/ developer.

2. Building Management Statement

Subject to Management Entity Rules

3. Unit Plan

A copy of the unit plan for the Unit is annexed in Schedule C of the SPA.

4. Schedule of materials and finishes

A schedule of materials and finishes (as at the date hereof) intended for the proposed Common Areas are as follows subject to change maintaining the specified standards

Corridors	
Flooring	Porcelain Tiles or tiles of equivalent quality
Walls	Fenomastic Paint or paint of equivalent quality
Ceiling	Gypsum Ceiling or ceiling of equivalent quality
Skirting	Porcelain Tile or tiles of equivalent quality

A schedule of materials and finishes that (as at the date hereof) are intended for the Unit is attached to this Disclosure Statement are as follows.

Living Hall	
-------------	--

Flooring	Porcelain Tiles or tiles of equivalent quality
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Samana Star Real Estate Development LLC

Walls	Fenomastic Paint or paint of equivalent quality
Ceiling	Fenomastic Paint over texture spray or ceiling of equivalent quality
Skirting	Porcelain Tiles or tiles of equivalent quality
Bedroom	
Flooring	Porcelain Tiles or tiles of equivalent quality
Walls	Fenomastic Paint or paint of equivalent quality
Ceiling	Fenomastic Paint over texture spray or ceiling of equivalent quality
Skirting	Porcelain Tiles or tiles of equivalent quality
Bathroom	
Flooring	Porcelain Tiles or tiles of equivalent quality
Walls	Porcelain Tiles or tiles of equivalent quality and/or paint
Ceiling	Gypsum board and /or false ceiling as per requirement
Kitchen	
Flooring	Porcelain Tiles or tiles of equivalent quality
Walls	Porcelain Tiles or tiles of equivalent quality
Ceiling	Gypsum tiles or equivalent quality
Cabinet	MDF Cabinets or equivalent quality
Appliances	As per Sales Purchase agreement
Laundry	
Flooring	Porcelain Tiles or tiles of equivalent quality
Walls	Acrylic Emulsion Paint or paint of equivalent quality
Ceiling	Gypsum tiles or equivalent quality
Skirting	Porcelain Tiles
Balcony	
Flooring	Porcelain Tiles or tiles of equivalent quality
Walls	As per elevation
Ceiling	Texture paint as per elevation finishing
Skirting	Porcelain Tiles or tiles of equivalent quality

5. Supply Agreements

As at the date hereof Supply Agreements shall be entered either by the Developer and/or Contractor of the Project and/or the owner of the land or the Project which cannot be disclosed due to confidentiality reasons and the Purchaser hereby undertakes that non-disclosure due to confidentiality is completely acceptable by the Purchaser.

6. Estimated Service Charge for the Project

As at the date hereof and on the assumption that the first two financial years of operation of the proposed Management Entity from the date of the appointment of Management Entity and the estimated budget for the service charge for the Project shall be disclosed after the appointment of the Management Entity.

7. Estimated Service Charge for the Unit

As at the date hereof, on the assumption that the first two financial years of operation of the proposed Management Entity will run from the date of appointment of the Management Entity at the Land Department and on the basis of the estimated budget detailed which shall be given in the Sales Purchase Agreement, the estimated service charge payment due in respect of the Unit for that first two year period shall be in accordance with the recitals / Preambles of the Sales Purchase Agreement.

8. Proposed Arrangements for the supply of Utility Services to the proposed Common Areas and to the Unit

As at the date hereof it is anticipated that (following completion of the Project) Utility Connections will be supplied to the proposed Common Areas and to the Unit for Electricity, Air Conditioning, Water, Phone and Internet and Sewerage Waste Lines.

As at the date hereof, no contracts have been entered by the Developer in relation to the supply of any Utility Service to the Project.

9. Provision of Utility Services by non-Dubai Government Entity

As at the date hereof it is anticipated that (following completion of the Project) certain Utility Services will be supplied by non-Dubai Government Entities (other than the Management Entity) as follows and the Purchaser shall be bound by the payment terms of the same:

Utility Service
Electricity
Water
Telecommunication

Samana Star Real Estate Development LLC

Sewerage

10. Construction

Construction of the Project has commenced.

11. Anticipated Completion Date

As at the date hereof and subject to the provisions of the SPA, the anticipated Completion Date for the Unit is ought to Dec 2027 as of now, which may be altered by the Seller/ developer in its sole and absolute discretion.

12. Registrations

The Purchaser's attention is drawn towards its obligation, in accordance with Law No. 7 of 2006, Law No. 13 of 2008 and other applicable laws and with the SPA, to register the SPA in the Interim Real Estate Register or the Real Estate Register (as appropriate) within the stipulated timeline with the payment of the requisite fees as applicable failing which the Seller/ developer shall have absolute rights to terminate the reservation and forfeit the payments done till date without further notice.

Miscellaneous

The Purchaser acknowledges and agrees that (as provided in the SPA) the Developer may change, vary or modify the plans, elevations, sections, colors, materials, finishes, equipment, fixtures, and/or specifications of the Unit, the Common Area and/or the Project without notice to the Purchaser unless otherwise it materially changes the purchased unit.

Acknowledgement from the Purchaser (the "Acknowledgement")

The Purchaser hereby acknowledge and agree:

1. The SPA is a contract for purchase of a Proposed Unit by a Consumer from a Developer (as that term is defined in the Direction).
2. The Developer has recommended to me/us that I/we should obtain independent legal advice with respect to the transaction contemplated in the SPA and in this Disclosure Statement and I/we acknowledge that I/we have the opportunity to obtain such independent legal advice.
3. I/we received, read and understood this Disclosure Statement prior to the signing of the SPA.
4. The obligation to register the SPA in the Interim Real Estate Register or the Real Estate Register (as appropriate) pursuant to the SPA and applicable law is subject to my payment of the requisite fees as applicable.
5. To procure that any third party to whom I/we may transfer my/our interest in the Unit shall (prior to the relevant sale and purchase agreement (or equivalent) being signed):
 - (i) Be provided with a copy of this Disclosure Statement; and
 - (ii) Sign an acknowledgement in the same terms as the terms as this Acknowledgement, including this paragraph number [7] but excluding paragraph number [1].

I/we shall forthwith provide the original of the said new acknowledgement to the Developer.

The Developer has fully complied with the requirements of the Direction and its obligations under the Direction.

Samana Star Real Estate Development LLC

Signed and acknowledged:

Seller/ Developer 's Signature توقيع البائع Samana Star Real Estate Development LLC	
Purchaser's Signature توقيع المشتري Seyed Reza Seyed Mohammadmehdi Alavi	
Joint Purchaser's Signature توقيع المشتري المشترك	

In Process