

| Schedule 5 | |
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| Declaration of Adherence and Acknowledgement | |
| THIS DECLARATION OF ADHERENCE AND ACKNOWLEDGEMENT is made BETWEEN the Seller and the Purchaser as described in the Particulars and on the date of Inspection per clause 4 of the Agreement (the Declaration and Acknowledgement). | |
| WHEREAS: | |
| (A) | The Parties have entered into a sale and purchase agreement (Agreement) whereby the Seller agreed to sell and the Purchaser agreed to purchase the Unit subject to the terms of the Agreement and the terms of the Governance Documents that are Registered with the Dubai Land Department in respect of the Building, and the Unit. |
| (B) | In consideration and subject to clause 4.2 the Purchaser confirms that, the Seller has handed over the Unit to the Purchaser. |
| (C) | The Purchaser acknowledges handover of the Unit on the conditions set out in the Agreement and this Declaration and Acknowledgement. |
| NOW THE PURCHASER AGREES AND DECLARES: | |
| Acknowledgment of Unit | |
| 1.2 | The Purchaser has inspected the Unit (or waived its right to inspect the Unit) and hereby unconditionally and irrevocably accepted possession of the Unit from the Seller in good condition ready for occupancy and constructed in accordance with the approved plans, specifications and free from any and all defects and deficiencies. |
| 1.3 | The Purchaser hereby fully releases and discharges the Seller and its Affiliates, nominees, representatives and subsidiaries (including past, present and future successors, officers, directors, agents and employees) from all claims, damages (including general, special, punitive, liquidated and compensatory damages) and causes of action of every kind, nature and character, known or unknown, fixed or contingent, which the Purchaser may now have or the Purchaser may ever have arising from or in any way connected in respect of the Unit. |
| 1.4 | The foregoing acceptance, release and discharge without prejudice to the provisions contained in the Agreement regarding the registration of any defects in the Unit by the Seller following the Actual Completion Date. |
| 1.5 | The Purchaser acknowledges and agrees that all utilities provisions within the Unit have been installed and that it is the sole responsibility of the Purchaser that utilities, including air conditioning within the Unit are utilised to ensure minimal effects of damage due to the prevailing weather conditions in the UAE. The Purchaser acknowledges and agrees that the lack of utilities within the Unit could result in damage to the Unit including due to heat and resulting condensation and that leaving the Unit not air-conditioned for long periods, especially during summer months may result in damage to the woodwork/joinery, flooring, false ceilings, wall paint and appliances. The Purchaser hereby fully releases and discharges the Seller and any of its nominees, representatives or subsidiaries from all claims, damages and causes of action arising from this effect. |

Seller's Initial

Purchaser's Initial