

Seller's Administration Fee	means the fee payable to the Seller on any Disposal in accordance with this Agreement. Subject to all prevailing Applicable Laws, the Seller's Administration Fee shall be determined by the Seller in its absolute discretion and may increase from time to time in accordance with market practices. The current Seller's Administration Fee is AED 5,000 plus any additional Registration Fees that may be payable in respect of the Disposal or partial Disposal of the Unit;
Shared Occupancy Plan	means any occupancy plan that provides for: <ul style="list-style-type: none"> (a) any division of the Unit on a time increment basis of chronological periods, or any agreement, plan, program or arrangement under which the right to use, occupy, or possess the Unit is accorded to various persons, either corporate, individual or otherwise on any basis, for value exchanged at any time, whether monetary or like-kind use privileges, according to a fixed or floating interval or period of time or any other period of time, including those products commonly known as timeshare, fractional, or private Unit clubs; (b) any joint ownership, whether or not ownership is deeded, of the Unit where unrelated (i.e. non-family) owners share and enjoy use or occupation of the Unit according to a periodic (fixed or floating) schedule based on time intervals, points or other rotational system; (c) any club or program, the membership of which allows access and use of one or more properties by its members based on availability and reservation priorities, commonly known as destination clubs (equity or non-equity) or vacation clubs; or (d) any plan or program analogous to the above.
Supplier	means any consultant, contractor, tradesperson or the like who provides services to the Building, or the Units, including operational, maintenance, repair and replacement services for the Building and the Building Common Areas;
Transferee	means any person or entity (except for the Purchaser) that receives or is to receive any whole or partial interest in the Unit pursuant to any Disposal or Dealing including any purchaser, transferee, assignee, mortgagee, pledgee, lessee, licensee or the like;
Unit	means the Unit specified in Item 3 (and more particularly depicted and described in the Draft Unit Plan and Draft Unit Specification, and a reference to "a Unit" is a reference to all or any of the Units in the Building including the Unit;
Units	means all or any of the Units in the Building including the Unit;
Unit Leisure Facilities	means those facilities within the Building Common Areas available for use by the Unit Owners (and their Occupiers) as detailed in the Disclosure Statement.
Unit Owner	means the owner of a Unit (and any Unit Owner whose Registration of title is still pending), and "Unit Owners" shall be construed accordingly;

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Utility Charges	means the charges payable in respect of the provision of Utility Services for the connection, disconnection, consumption or usage of the Utility Services provided by the Utility Providers to the Building (including the Unit and the Building Common Areas,) which charges shall be determined by the Utility Provider from time to time;
Utility Provider	means the utility provider(s) nominated by the Seller or a Relevant Authority from time to time in respect of the Utility Services which may include the, the Building Owners Association in the event they provide any Utility Services to the Building;
Utility Services	means the utility services provided to the to the Building (including the Unit, the Building Common by the Utility Providers including potable water, cold water, hot water, irrigation water, grey water, electricity, gas, sewerage and the like as more particularly described in the Governance Documents;
URL Link	Means the web address shown at Item 10 of the Particulars; and
Working Day	means any day on which banks in Dubai are open to the public for the transaction of business.

Part B – Interpretation	
In this Agreement, except where the context otherwise requires, the following rules of interpretation shall apply:	
(a)	singular words shall be deemed to include the plural and vice versa;
(b)	words importing the male gender shall be deemed to include the female gender and vice versa;
(c)	all dates and periods of time shall be determined by reference to the "Gregorian" calendar;
(d)	where any notice period referred to in this Agreement expires on a day which is not a Working Day and/or any action is required to be taken on a day which is not a Working Day, such period shall be deemed to expire on the next Working Day and/or such action shall be deemed to be required to be taken on the next Working Day, as the case may be;
(e)	where the words "include", "includes" or "including" are used in this Agreement they shall be deemed to have the words "without limitation" following them;
(f)	any reference to a "person" or an "entity" shall include any and all natural or legal persons including individuals, associations, bodies, companies, corporations, firms, partnerships or trusts where the context so requires;
(g)	any reference to the Jointly Owned Property Law or to any other Law is a reference to it as it is in force for the time being, taking account of any amendment, extension, modification or re-enactment and includes any subordinate Law for the time being in force made under it; and
(h)	clause, paragraph and schedule headings are for convenience only and may not be used in construing this Agreement or any part of it.

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Schedule 5	
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 as 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 to be 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 upon 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 accepts the possession of the Unit from the Seller in good condition ready for occupancy and constructed in accordance with the agreed 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 had arising from or in any way connected in respect of the Unit.
1.4	The foregoing acceptance, release and discharge is without prejudice to the provisions contained in the Agreement regarding rectification 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 provided 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 or representatives or subsidiaries from all claims, damages and causes of action arising from this effect.

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