



# PROPERTY PURCHASE AGREEMENT CONTRACT

## FORM F

The Buyer & the Seller agree to Buy and Sell the Property specified, under the  
**Terms and conditions of this Purchase Agreement Contract prepared by Dubai**  
Real Estate Regulatory Agency (RERA)

BRN: .....  
STR #: .....

CONTRACT DATE: .....

LISTING OFFICE: .....

LISC : ..... ISSUED BY : ..... EXP DATE: ..... BROKER OFFICE REG. (ORN) .....

ADDRESS : .....

TELEPHONE : ..... FAX : .....

SALES CONSULTANT: ..... MOBILE : .....

E-MAIL ADDRESS: .....

BUYER'S AGENT: ..... BROKER CARD ID (BRN): .....

LISTING AGENT: ..... BROKER CARD ID (BRN): .....

### 1. PARTIES **First Party (THE SELLER/S)**

**SELLER:** ..... ADDRESS : .....

P.O BOX : ..... CITY : ..... COUNTRY: ..... TELEPHONE : .....

FAX : ..... PASSPORT NO : ..... (copy attached) ISSUED COUNTRY : .....

MOBILE : ..... E-MAIL : .....

#### SELLER'S LAWYER

NAME : .....

COMPANY : .....

ADDRESS : .....

TELEPHONE : ..... FAX : .....

MOBILE : ..... E-MAIL : .....

### PARTIES **SECOND PARTY (THE BUYER/S)**

**BUYER:** ..... ADDRESS : .....

P.O BOX : ..... CITY : ..... COUNTRY: ..... TELEPHONE : .....

FAX : ..... PASSPORT NO : ..... (copy attached) ISSUED COUNTRY : .....

MOBILE : ..... EMAIL : .....

#### BUYER'S LAWYER

NAME : .....

COMPANY : .....

ADDRESS : .....

TELEPHONE : ..... FAX : .....

MOBILE : ..... E-MAIL : .....

..... / .....

(Insert Initials)



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### 2. PROPERTY

**DETAILS (Floor Plan to be attached by Agent & initialed by both the Buyer & the Seller - As Annexure "B")**

ADDRESS : .....  
MASTER DEVELOPER: ..... DEVELOPER: ..... DRN: .....  
DESCRIPTION : APARTMENT UNIT NO: ..... BEDROOMS: ..... CAR PARK: .....  
PLOT NO: ..... UNIT FLOOR AREA: ..... SQ.FT/MT .....  
MAJOR PROJECT: ..... COMMUNITY AREA NUMBER: .....  
BUILDING NAME: ..... REFERENCE ID: ..... (LISTING AGENT)  
PRESENT USE: ..... DATE COMPLETED: .....  
EXCLUDED FIXTURES : .....  
REMOVABLE INCLUSIONS: .....

### MATTERS AFFECTING THE PROPERTY:

TENANCY : Not Applicable (N/A)   
TENANT'S NAME: .....  
TERMS AND OPTIONS: ..... COMMENCEMENT DATE: .....  
SECURITY DEPOSIT: ..... RENT: ..... p.a LEASE:  Yes  No  N/A  
TITLE ENCUMBRANCE: ..... if applicable  
MAINTAINANCE FEES: ..... Per Sq.Ft. per annum  
OWNER'S ASSOCIATION REGISTRATION NUMBER: ..... **FORM "O" DECLARATION ATTACHED YES/NO?**  Yes  No  N/A

If the property shall be provided as vacant possession at settlement, has the tenant willingly agreed to vacate the property?  
(Insert YES/NO, if YES, a copy of the Vacating Notice FORM V signed by the tenant & original lease is attached)  YES  NO

### 3. FINANCIAL DETAILS

#### 3.1 PROPERTY PURCHASE PRICE:

**TOTAL DEPOSIT:** ..... % OF PURCHASE PRICE to be held by listing Agent till Settlement  
**INITIAL DEPOSIT:** ..... upon signing this document, held by Listing Agent, receipt attached  
(The initial deposit is fully refundable to the Buyer by the Agent within 48 hours if the Price, Terms and Conditions of Sale are not agreed by Seller).

**BALANCE OF DEPOSIT :** .....  
**DUE BY:** .....

(All funds to be held by Listing Agent in accordance with By-Law No. (85) of 2006, Chapter 3, Article(21)). This shall also include a separate cheque for Buyer's Agent fees to be held by the listing Agent in accordance with FORM B. Buyer's Agent cheque is payable to the listing Agent held till completion of transaction on behalf of Buyer's Agent.

#### 3.2 FINANCE

**FINANCE AMOUNT:** ..... Has Pre-Finance Approval been obtained ?  
**FINANCIER:** .....  Yes  No  Cash Contract  
**FINANCE DATE:** ..... (See Special Conditions Clause .....)

..... / .....

(Insert Initials)



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### 3.3 ADDITIONAL FINANCIAL DETAILS

BALANCE OF FUNDS REQUIRED BEFORE SETTLEMENT : ..... (Excluding costs below)

TO BE HELD BY LISTING AGENT. DUE BY : .....

MORTGAGE REGISTRATION WITH DEVELOPER  Yes  No (Fee payable at transfer by buyer if applicable)

MORTGAGE DISCHARGE WITH DEVELOPER  Yes  No (Fee payable before transfer by seller if applicable)

TITLE/PRE-TITLE REGISTRATION FOR THIS PROPERTY HAS BEEN REGISTERED WITH DUBAI LAND DEPARTMENT :  Yes  No

(Cross out that which does not apply, if the title has been registered and issued, the Title Deed must be produced for Settlement by Seller)

DATE OF PROPERTY HANDOVER BY DEVELOPER : ..... (Floor Plan to be attached by Agent & initialed by both the Buyer & the Seller).

### 3.4 COMPLETE THIS SECTION FOR BUYER'S TAKE OVER OF DEVELOPER'S PAYMENT PLANS PRIOR HANDOVER.

ORIGINAL PRICE : ..... OWNERS FUNDS : .....

AMOUNT ALREADY PAID BY SELLER TO DEVELOPER: .....

(The full payment schedule as per the Original Contract must be attached and signed by Buyer & Seller, A No Objection Certificate (NOC) shall be obtained from the Developer by the Seller in time for settlement and completion of this sale). Please attach as Annexure "A".

SALE REGISTRATION FEE: 1% OF PURCHASE PRICE PAID TO DUBAI LAND DEPARTMENT PAID BY  Buyer ..... (initial)

SALE REGISTRATION FEE: 1% OF PURCHASE PRICE PAID TO DUBAI LAND DEPARTMENT PAID BY  Seller ..... (initial)  
(Both amounts shall be paid to Listing Agent upon signing and held till settlement)

#### NO TRANSFER FEES ARE PAYABLE TO ANY DEVELOPER.

BALANCE OF FUNDS FROM BUYER : .....

DUE BY : ..... (insert date)

HELD PENDING SETTLEMENT BY : ..... (Sellers Agent)

(Note: The Buyer must ensure all deposited funds are cleared and available for transfer within 7 days prior to the settlement/transfer date)

#### DEVELOPER'S PAYMENT TERMS

TOTAL OUTSTANDING: .....

Buyer's takeover Continuance of Developer's Terms of Payment for the property is as agreed in Special Condition and initialed by the Buyer and Seller and forming part of this agreement.

CLAUSE : .....

ESTIMATED COMPLETION OF BUILDING BY DEVELOPER AND HANDOVER DATE: .....

TRUST ACCOUNT NUMBER : ..... RERA APPROVED BANK : .....

### 4. AGENT/BROKER FEES

THE BUYER AGREES TO PAY AN AGENT/BROKER FEE OF : ..... % of the property purchase price as per FORM B.

THE SELLER AGREES TO PAY AN AGENT/BROKER FEE OF : ..... % of the property purchase price as per FORM A.

Both the Buyer and the Seller agree the above Agent/Broker fees shall be deducted from the deposit monies held by the Listing Agent and only payable when settlement has been effected and the property transfer is completed. Failure of an Agent / Broker to adhere to this Clause shall be deemed as a breach of Code of Ethics. The Buyer/Seller/Listing Agent/Buyer's Agent shall have access to RERA Dispute Resolution under By-Law No (85) of 2006 if in dispute.

..... / .....

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## 5. SPECIAL CONDITIONS:

THE BUYER AND SELLER AGREE TO THE FOLLOWING SPECIAL CONDITIONS WHICH SHALL FORM PART OF THIS PURCHASE AGREEMENT CONTRACT

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## 6. SETTLEMENT & COMPLETION OF THE SALE :

SETTLEMENT DATE : ..... PLACE OF SETTLEMENT : .....

## 7. SIGNATURES :

**THE BUYER :** .....

**IN THE PRESENCE OF**

SIGNATURE : .....

WITNESS : .....

DATED : ..... THIS DAY OF : .....

DATED : ..... THIS DAY OF : .....

**THE SELLER :** .....

**IN THE PRESENCE OF**

SIGNATURE : .....

WITNESS : .....

DATED : ..... THIS DAY OF : .....

DATED : ..... THIS DAY OF : .....

**AGENT :**

NAME : ..... BRN: .....

SIGNATURE : .....

AGENCY : ..... ORN: .....

DATED : ..... THIS DAY OF : .....

### PASSPORT COPIES OF ALL SIGNATORIES INCLUDING THE WITNESSES MUST BE ATTACHED

*(The parties agree to make this contract by facsimile or other electronic means. Both parties shall receive within 24 hours a copy of the dated contract.*

*The parties agree that this contract is legally binding and effective as if it had been executed in each other's presence.*

*For the purposes of satisfying the Original Developer and/or a Financier, the parties agree to execute an original contract of this contract and deliver the same to the Buyer or Buyer's representative in Dubai by the finance approval date. This shall be by registered courier from the Agent.)*

..... / .....

(Insert Initials)