

EXPRESSION OF INTEREST (“EOI”)

Property Details	
Date	
Developer	Majid Al Futtaim Ghaf Woods LLC
Master Developer	Majid Al Futtaim Emirati Communities Operation LLC
Project name	Lacina*
Unit type	Residential apartment in a jointly-owned building
Applicant's budget (AED)	
Preferred number of bedrooms	

* Indicative

Applicant's Details	
Applicant's name (the “Applicant”)	
Applicant's address	
Mobile number	
Email address	
Registered real estate agency's name (if applicable)	
MAF sales manager's name	

EOI Deposit		
Amount (AED)	AED 50,000 (fifty thousand UAE dirhams)	
Dedicated bank account number into which EOI Amount is to be deposited	Beneficiary Name:	Majid Al Futtaim Ghaf Woods LLC – EOI
	Account Number:	1015872406706
	IBAN:	AE740260001015872406706
	Bank Name:	Emirates NBD
	Routing:	302620122
	Swift:	EBILAEAD

Expression of Interest (EoI) Terms and Conditions:

1. This EOI terms and conditions relate only to the Developer’s procedures to apply for the booking of the above-mentioned unit.
2. The applicant under this EOI (“Applicant”) acknowledges and agrees that the full and definitive terms and conditions of the sale and purchase of the unit, including but not limited to the anticipated handover date, the proposed unit plans, the purchase price and the unit specifications, will be included in the ‘Unit Purchase Request’ (“UPR”) and ‘Sale and Purchase Agreement’ (“SPA”).
3. In order to purchase the unit, the Applicant will be required to sign the UPR & SPA in the respective standard templates issued by the Developer.
4. Subject to clauses 8 and 14 of this EOI, upon request by the Developer, the Applicant must complete all the following requirements within no later than seven (7) calendar days from the date of the Developer’s notification to complete the purchase transaction for the unit:
 - a. Provide a copy of the Applicant’s valid passport and visa page;

- b. Provide a copy of the Applicant's Emirates ID;
 - c. Make the required down-payment of the unit in full as stipulated in the UPR. Amount deposited as 'Expression of Interest' amount will be adjusted against the down-payment payable for the unit under the UPR; and
 - d. Sign the UPR and SPA for the unit and pay the fees payable for the registration of the purchase with the Dubai Land Department.
5. This EOI is valid of one unit only. It is non-transferable and non-assignable by the Applicant to any third party whatsoever, without obtaining prior written approval from the Developer.
 6. The Applicant agrees and undertakes to keep this EOI confidential and shall not disclose its existence or contents to any third party, and shall not make public or make use of any information given by the Developer in relation to the subject matter of this EOI for whatever reason or purposes without the prior express written consent of the Developer.
 7. The Applicant understands, acknowledges and agrees that this EOI neither constitutes a sale, nor create any rights or interest in favour of the Applicant in the unit, except as expressly provided for herein.
 8. The Developer shall be entitled to accept or decline this EOI application at any time, in its sole absolute discretion. Should the Developer decline this EOI application, the EOI amount shall be refunded in full to the Applicant in accordance with clause 11 below, without any further liability, interest on the EOI amount paid, compensation or any other right whatsoever to the Applicant, and the Applicant agrees and undertakes not to make any claim against the Developer or the Master Developer (including their affiliates, officers, directors, shareholders, employees, representatives and authorised brokers) in relation to any such rejection or non-acceptance of this EOI application by the Developer. Further, the Applicant hereby explicitly and finally waives any rights to claim any interest on the EOI amount paid or compensation whatsoever in respect of the foregoing that might be provided for under any applicable laws.
 9. Subject to clause 14 below, this EOI application shall be considered accepted by the Developer only if and after all the requirements set out in clause 4 are duly and timely fulfilled by the Applicant. Nothing shall otherwise be interpreted or considered as an acceptance of this EOI application by the Developer.
 10. Should the Applicant fail to comply with any of the terms and conditions of this EOI, this EOI shall be considered disqualified and the EOI amount shall be refunded in full to the Applicant in accordance with clause 11 below.
 11. In case the EOI application is declined or considered disqualified by the Developer pursuant to clauses 8 and 10 above respectively, the EOI amount shall be refunded in full to the Applicant within sixty (60) calendar days of the Developer obtaining from the Applicant all documents as may be demanded by the Developer in order to process the refund, including the IBAN letter from the Applicant's bank for the transfer of funds to the Applicant.
 12. Until and unless this EOI is accepted by the Developer in accordance with clause 4 above, without prejudice to clause 14 below, the Developer shall be free to offer the unit for booking, and sell or otherwise dispose of the unit to any third party in its sole absolute discretion without any liability towards the Applicant and without any consent, notification to the Applicant or court decision being required to that effect, and the Applicant shall have no claim against the Developer as a result.
 13. This EOI is comprehensive as to its terms in relation to its subject matter and supersedes all prior, contemporaneous, or future verbal or written communications or documents exchanged between the Applicant and the Developer (including their affiliates, representatives and authorised brokers) in relation to the unit, except for the UPR and SPA which shall once signed prevail and supersede all previous documents thereto in relation to the unit.

14. The Applicant shall not, directly or indirectly, knowingly or unknowingly, contravene any applicable anti-money laundering laws and regulations, as amended from time to time (“**AML Legislation**”) and/or (ii) the Developer’s Anti-Money Laundering policies, including but not limited to the Developer’s policy not to enter into transactions with OFAC and/or EU sanctioned persons (collectively referred to as the “**Developer’s AML Policies**”). The Applicant hereby confirms that they are not subject to any sanctions pursuant to the (i) UN’s Consolidated List; (ii) UAE’s Local Terrorist List; (iii) the sanctions list imposed by the U.S. Treasury Department’s Office of Foreign Assets Control (“**OFAC**”); (iv) the sanctions list imposed by the European Union; and/or (v) any other sanctions list (collectively referred to as “**Sanctions Lists**”). The Applicant hereby undertakes to promptly provide the Developer with all such information, including supporting documentation and other evidence, as may be requested by the Developer in order to facilitate compliance with any applicable AML Legislation, and/or the Developer’s AML Policies. The Applicant represents and warrants to the Developer that (i) to the best of the Applicant’s knowledge, the Applicant is not subject to any sanction or involved in any action, suit or proceeding, pending, threatened or contemplated, by or before any court or governmental authority worldwide with respect to activities constituting money laundering and/or the financing of terrorism, and (ii) the funds used/transferred by or on behalf of the Applicant in payment of the EOI amount and any other amounts payable by the Applicant or any third party are not proceeds of crime or similar activities. Notwithstanding acceptance of this EOI by the Developer pursuant to clause 9 of this EOI, in the event that the Applicant fails to comply with the AML Legislation, and/or the Developer’s AML Policies, and/or (ii) becomes listed on any of the Sanctions Lists in any respect, (whether in his personal name(s) or through any company to which he is affiliated), the Developer shall be entitled to subsequently reject this EOI application in accordance with clause 8. Further, the Applicant shall indemnify the Developer for any loss or damage suffered by the Developer in relation to any criminal investigations, prosecution by a law enforcement agency or civil claims by a third party in connection with the source or means or nature of the funds used in relation to this EOI, and/or as a result of non-compliance with the AML Legislation, and/or the Developer’s AML Policies.
15. This EOI shall be governed by, and construed in accordance with, the laws and regulations of the UAE, as applicable in Dubai and the laws of the Emirate of Dubai. Any and all disputes or claims arising out of, or in connection with, this EOI shall be subject to the exclusive jurisdiction of the Dubai Courts (excluding the courts of the Dubai International Financial Centre).

Applicant’s name: _____

Applicant’s signature: _____