

MIDTOWN PROJECT - RESIDENTIAL UNIT
PURCHASER DISCLOSURE STATEMENT*

IMPORTANT NOTICE

If you are buying off plan or title is not available you must ensure that you or the Developer registers your Sale and Purchase Agreement in the Interim Real Estate Register maintained by the Dubai Land Department in accordance with Law No. 13 of 2008 regulating the Interim Real Estate Register in the Emirate of Dubai. If this registration does not occur you will not be able to mortgage, sell or otherwise legally dispose of your Unit.

(* The following information in this Statement is provided by the Developer and not by Dubai Land Department)

Description of Building and Project:	<p>The Midtown is to be constructed on Plot Number CR.001 situated at the International Media and Production Zone ("IMPZ"), Dubai, UAE ("Plot"), which falls within the master community known as IMPZ Master Community.</p> <p>The Plot will be developed into a mixed use freehold development to be phased and separated into six (6) districts / phases / zones ("Project") as shown in the Overall Masterplan attached as Schedule A of this Disclosure Statement, with each development district / phase / zone to be consolidated by the Developer on the Plot.</p> <p>The residential and retail mixed of the Project will be constructed in zone 2 to zone 5. Zone 1 and zone 6 are earmarked for future development, with a possibility of future hospitality development in either one of the zones, which may be subject to change by the Developer in its absolute discretion.</p> <p>The mixed use residential and retail development in zone 2 to zone 5 is made up of the following indicative strata scheme and structure for the Project:</p> <p>(a) Jointly owned property scheme consisting of the following:</p> <ul style="list-style-type: none"> (i) various G+6, G+7, G+8 and G+16 residential towers to be located on the eastern and western side of the Plot ("Residential Buildings"); (ii) retail areas and units on the ground and mezzanine levels; and (iii) Residential Buildings' common areas, facilities and services ("Building Common Areas"), <p>together will form an "Owners Association" as defined in Law No. 27 of 2007 Concerning Jointly Owned Properties in the Emirate of Dubai ("JOP Law") for the Project ("Midtown Owners Association") with the Building Common Areas to be administered by an "Association Manager" (as defined in the JOP Law) who will be licensed and registered with the Real Estate Regulatory Agency of Dubai and appointed by the Developer for and on behalf of the Midtown Owners Association.</p> <p>(b) Master community scheme ("Midtown Master Community") consisting of the</p>
--------------------------------------	--

following:

- (i) a podium with the communal areas (eg. landscaped gardens, seating areas and footpath) and recreational facilities (eg. swimming pool, sport courts and play area) on the podium level for the predominant use by the owners and occupiers of the residential units;
- (ii) the retail areas outside the retail units for the exclusive use without fee by the owners and occupiers of the retail units, together with their customers;
- (iii) the ground and basement levels with entrances to and driveways, access ways, communal areas and facilities, and car parking area for the use by the owners and occupiers of the residential units and retail units; and
- (iv) other Project communal areas, facilities and services including (but not limited to) pavements, lighting and sub-terrain infrastructure within the Plot and forming the Midtown Master Community,

(together referred as the "Midtown Communal Facilities"). The Developer will retain ownership of and administer and maintain the Midtown Master Community. The rights and obligations of owners and the Developer in relation to the Midtown Master Community are set down in the draft "Midtown Master Community Declaration" (as attached in the Sale and Purchase Agreement).

All owners of the residential units and retail units will be required to contribute to charges for the repair and maintenance of the Building Common Areas and the administration of the Midtown Owners Association ("Service Charges") including a share of the community charges for the repair and maintenance of the Midtown Communal Facilities and administration of Midtown Master Community ("Midtown Community Charges").

Owners of residential units and retail units will be responsible for the costs of maintenance and repair of the interior of their respective units with the Midtown Owners Association bearing responsibility for aspects of the exterior as set out in more detail in the draft jointly owned property declaration ("JOPD") to be prepared by the Developer.

The rights and obligations of the residential unit owners are described in more detail in the Sale and Purchase Agreement. Such obligations include the obligations to comply with the JOPD and the Midtown Master Community Declaration. In the event of any conflict between the terms of this Disclosure Statement and the Sale and Purchase Agreement, JOPD and Midtown Master Community Declaration, the terms of the Sale and Purchase Agreement, JOPD and Midtown Master Community Declaration shall prevail.

Both draft Midtown Master Community Declaration and the JOPD are only drafts for the indicative strata scheme and structure for the Project and may be amended by the Developer at its sole discretion from time to time. Also, the Developer shall be entitled to amend and/or adopt other strata schemes and structures for the Project in its sole discretion or as required in law or by the Real Estate Regulatory Agency of Dubai.

The Project will also be subject to the IMPZ Master Community Declaration. In addition to the Midtown Community Charges and Service Charges, the unit owners are also liable to pay the applicable IMPZ master community charges imposed by the master developer, TECOM Investments FZ-LLC ("Master

	Developer").	
Proposed Property: (more comprehensive descriptions of the Property are provided in the Sale and Purchase Agreement)	Residential Unit number:	[insert]
	District:	Afnan (otherwise known for planning purposes as Zone 2 as shown on the Overall Masterplan)
	Building:	[insert]
	Tower:	[insert]
Intended land uses within the Property and Project:	The intended land use for the Plot is for residential and commercial purposes.	
Features, equipment or services relevant to ecological sustainable development:	None at this stage but green building concept may be considered and implemented in principle for energy or resource efficiency purposes as the Project progresses.	
Special uses that apply to the Property:	The Property may only be used for residential purposes.	
Special uses that apply to the Residential Buildings and Midtown Communal Facilities:	<p>The Developer has:</p> <ul style="list-style-type: none"> • naming rights in the Project and shall be entitled to erect signages at its discretion on the exterior of the Residential Buildings and in the Midtown Communal Facilities without payment of fees or costs to the Midtown Owners Association; and • the rights to organise commercial activities for profit as well as public, social or community events within the Midtown Communal Facilities without payment of fees or costs to the Midtown Owners Association. 	
Midtown Communal Facilities, Building Common Areas and facilities available for use by owners upon payment of Midtown Community Charges and Service Charges:	Residential Buildings	<p>This includes all the Building Common Areas, facilities and services provided for all unit owners, including (in a non-exhaustive or non-conclusive manner):</p> <ul style="list-style-type: none"> • the foyer, lobby, corridors, lifts, hallways, and other shared areas within each Residential Building; • maintenance and decoration of aspects of the interior and exterior of the Residential Buildings; • mechanical, electrical and plumbing ("MEP") connections located within and exclusively serving a Residential Building (but excluding such facilities exclusively serving a unit within the Residential Building); • chilled water units serving exclusively the Residential Buildings; and • common services and other shared areas and facilities located within and forming part of a Residential Building.

	Midtown Master Community	<p>This includes all the Midtown Communal Facilities provided by the Developer for all unit owners, including (in a non-exhaustive or non-conclusive manner):</p> <ul style="list-style-type: none"> • entrances to and driveways, access ways and other infrastructure within the Plot; • shared podium, ground, basement levels and car parking areas; ▪ communal areas (eg. landscaped gardens, seating areas and footpath) and recreational facilities (eg. swimming pool, sport courts and play area) on the podium level for the predominant use by the owners and occupiers of the residential units; ▪ retail areas outside the retail units for the exclusive use without fee by the retail unit owners and occupiers, together with their customers; ▪ the project exterior (except for the exterior of the Residential Buildings); ▪ all structural aspects for the Project, including MEP connections to each of the Residential Buildings (but excluding such facilities located within and exclusively serving a Residential Building); ▪ communal lighting, cleaning and maintenance; ▪ LPG System and maintenance; • chilled water units serving the Residential Buildings and Plot; • fire fighting equipment and facilities; and • landscaping areas.
Furniture, Fixtures and Fittings included in the Property without additional charges:	Only as stated in the schedule of Fixtures, Fittings and Finishes attached to the Sale and Purchase Agreement.	
Facilities available for use by owners on a commercial basis:	<p>At this stage it is not intended that there will be facilities provided within the Project on a commercial basis for owners of residential units.</p> <p>The Developer (in its sole discretion) may provide facilities on a commercial basis in other future development phases/zones of the Project.</p>	
Supply agreements likely to be entered into by the Developer on behalf of the owners or the Midtown Owners Association to be formed:	<ul style="list-style-type: none"> • Association management services; • Building security services; • Cleaning, repair and maintenance of the Building Common Areas; • MEP services (if MEP connections located within and exclusively serving a Residential Building); 	

	<ul style="list-style-type: none"> • Waste removal and recycling services; and • Such other services as the Developer may deem necessary.
Supply agreements likely to be entered into by the Developer for the Midtown Master Community:	<ul style="list-style-type: none"> ▪ Midtown Master Community management services; • Cleaning, repair and maintenance of the Midtown Communal Facilities; ▪ Landscape maintenance; ▪ Waste removal and recycling services; ▪ Fire fighting and Security services; ▪ Utilities services; ▪ Communal MEP and engineering services for the Midtown Master Community and all Residential Buildings; and ▪ Such other services as the Developer may deem necessary.
Arrangements for supply of utility services to the Property, Residential Buildings and Midtown Master Community:	<ul style="list-style-type: none"> (a) Water and electricity to be supplied by DEWA; (b) Sewage services to be supplied by Dubai Municipality and/or Master Developer / Developer; (c) Water irrigation to Midtown Communal Facilities to be arranged by the Developer; (d) Telecommunications to be supplied by either DU or Etisalat (as applicable at the time of Project completion). In the future other suppliers may be entitled to operate in The Midtown; (e) LPG to be supplied by a LPG provider to be confirmed by the Developer in due course ; and (f) Central Cooling provided by EMPOWER or other provider as required by the Master Developer.
Utility services to be provided by a non-Government entity:	LPG provider (to be confirmed by the Developer)
Basis for charges for utility services provided by a non-Government entity:	LPG provider not yet identified and appointed. Basis for charges of LPG services will be provided when available.
Details of utility services to be "on-sold" to owners by the Midtown Owners Association:	At this stage it is not intended that there will be utilities services to be "on-sold" to Owners by the Owners Association. This may be considered and implemented as the Project progresses.

Estimated date for commencement of construction:	Construction is scheduled to commence within the first quarter of 2016 or at a later date as is deemed reasonably necessary by the Developer.
Estimated date for hand-over to the purchaser:	The estimated date for handover is the fourth quarter of 2018 (subject to extension and changes pursuant to the terms and conditions in the Sale and Purchase Agreement).
Documents and other information annexed to this Disclosure Statement:	<p>(a) Overall Masterplan as set out in Schedule A;</p> <p>(b) Interest Registration Form as set out in Schedule B;</p> <p>(c) Estimated Services Charges that are inclusive of the Midtown Community Charges and IMPZ Master Community Charges (unless if specified otherwise) for the Property as set out in Schedule C. The budgets are not yet available and the specified charges are only indicative estimates based on the annual charges for other similar mixed used development in IMPZ, Dubai. Such estimated charges will fluctuate in accordance with market conditions and may subject to change on completion of the Project or at the discretion of the Association / Midtown Master Community Manager as he sees fit to meet its responsibilities and maintain high standards of service; and</p> <p>(d) Management Diagram for the indicative strata scheme and structure for the Project summarising the:</p> <p>(i) indicative Midtown Master Community subdivision diagram; and</p> <p>(ii) indicative Midtown Master Community management diagram,</p> <p>which may be subject to change as deemed necessary by the Developer and as indicated in Schedule D.,</p>
Future Development:	<p>The Midtown Project is subject to future development and is to be constructed in phases in different districts / phases / zones as shown on the Overall Masterplan.</p> <p>Future development may involve increasing Midtown Communal Facilities on the Plot for the Midtown Master Community which may impact the levels of Midtown Community Charges payable by the unit owners in due course.</p> <p>It is the current intention of the Developer that all existing districts / phases / zones of Project are to be integrated and managed by the Developer or its nominee as one master community on the Plot.</p>
Other Information:	<p>The following may be disclosed on request and when available:</p> <p>(a) Sale and Purchase Agreement;</p> <p>(b) Draft plan for the Property showing its area (which may be subject to change);</p> <p>(c) Schedule of Fixtures, Fittings and Finishes for the Property (which may be subject to change as provided for in the Sale and Purchase Agreement)</p> <p>(d) Draft Midtown Master Community Declaration which may be subject to change as deemed necessary by the Developer;</p> <p>(e) Draft Jointly Owned Property Declaration which may be subject to change as deemed necessary by the Developer; and</p>

	(f) IMPZ Master Community Declaration attaching the IMPZ Master Plan (subject to change and any future development within the IMPZ by the Master Developer).
--	--

DATED:

2015

.....
Signature of Developer's Representative

Company Stamp:

.....
Name of Developer's Representative

The Purchaser acknowledges receipt of this Disclosure Statement from the Developer prior to signing the Booking Form and Sale and Purchase Agreement:

.....
Signature of Purchaser/Purchaser's Representative

Company Stamp (If required):

.....
Name of Purchaser/Purchaser's Representative

-
- If there is insufficient space, use an annexure and add the annexure to the list of annexures.
 - Note: If you are a purchaser and wishes to on-sell the Property in accordance with the terms and conditions of the Sale and Purchase Agreement, you must provide a copy of this Disclosure Statement and all other subsequent information and documents disclosed by the Developer to the on-purchaser or the on-sale will be voidable by the on-purchaser.

SCHEDULE A
OVERALL MASTERPLAN

SCHEDULE B
INTEREST REGISTRATION FORM

SCHEDULE C
ESTIMATED SERVICE CHARGES

Year	Estimated Service Charges (AED/square foot) (include the Midtown Community Charges and IMPZ Master Community Charges)
Year 1	AED 12/ square foot
Year 2	AED 12/ square foot

Note:

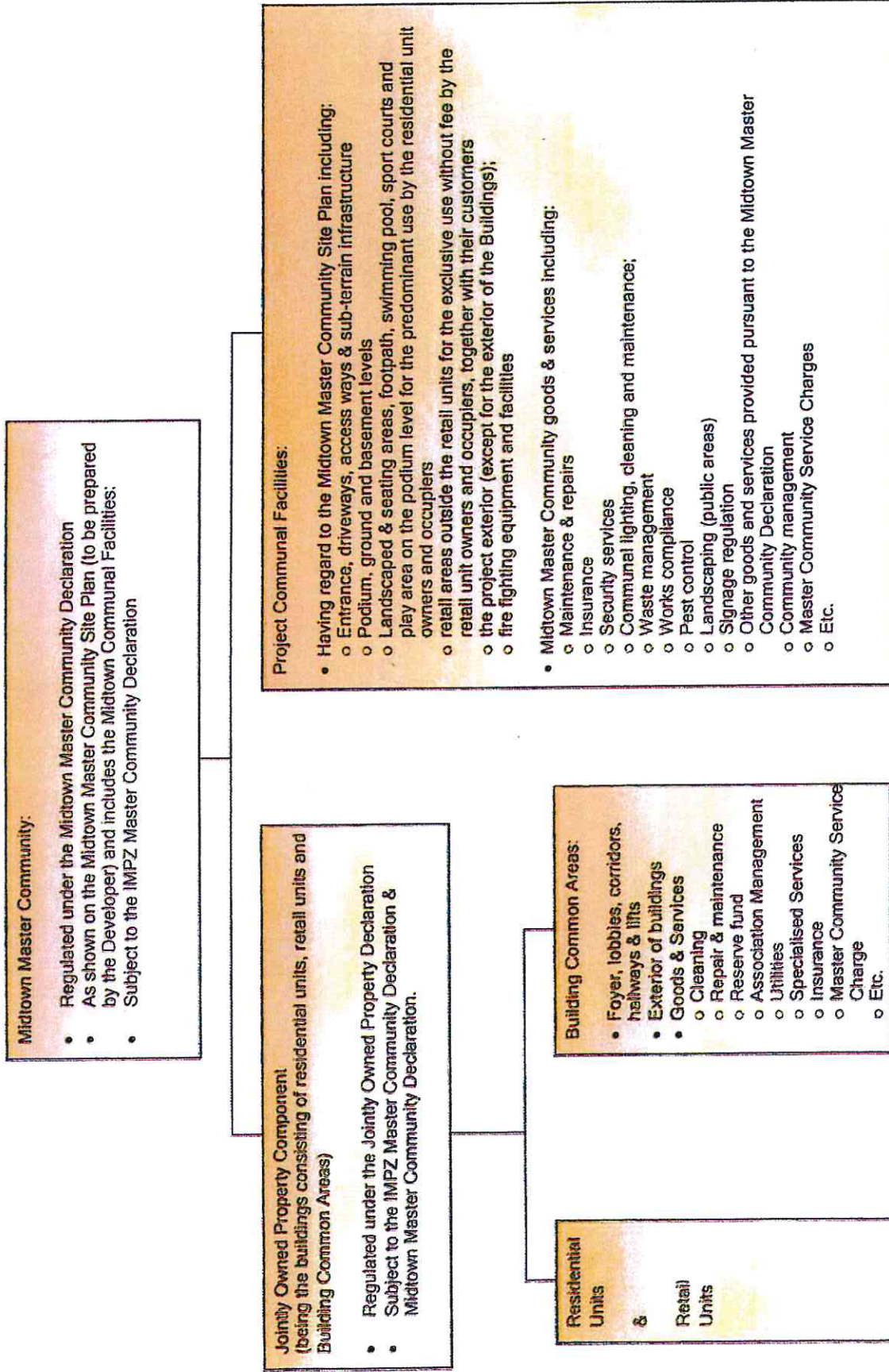
- (a) *The Budgets are not yet available and will be prepared on a reasonable basis having regard to the cost of relevant goods and services. The above estimate is only an indication based on the annual charges for other similar mixed use development in IMPZ, Dubai. Such estimated charges will fluctuate in accordance with market conditions and are subject to change on Project completion or at the discretion of the Association/Midtown Master Community Manager as he sees fit to meet its responsibilities and maintain high standards of service.*
- (b) *Any future and additional costs and expenses levied by the Master Developer may be levied by the Developer against the owners in such proportions as the Developer may reasonably determine.*
- (c) *Unless if otherwise specified, the Service Charges will include: (i) the Midtown Community Charges imposed by the Developer; and (ii) the master community charges for the IMPZ Master Community as imposed by the Master Developer.*

SCHEDULE D

INDICATIVE MANAGEMENT DIAGRAM FOR STRATA SCHEME

Indicative Midtown Master Community - Subdivision Diagram

(Note: May subject to change)



Indicative Midtown Master Community - Management Diagram

(Note: May subject to change)

