

Terms & Conditions

The number of units of Dubai Residential REIT (the "REIT" or "Dubai Residential") that are offered to the public is set out in the prospectus (the "Prospectus"), which are being offered for subscription by the Selling Unitholder pursuant to the First Tranche and Second Tranche.

The terms and conditions set out herein apply only to Subscribers to the First Tranche.

All Subscribers participating in this offer for the Units have to take into consideration that the nominal value per Unit is AED 0.10.

Capitalized terms set out herein shall have the meaning given to them in the Prospectus, unless stated otherwise in this Annex or the subscription form ("Application").

Offer Price:

The Offer Units are being offered at an Offer Price Range that has been disclosed in the [listing announcement] published on 05 May 2025. The Final Offer Price will be determined, following a book building process and in accordance with the framework set out in the Prospectus and shall be announced on 21 May 2025.

Minimum Subscription Size:

The minimum subscription for Offer Units in the First Tranche has been set at AED 5,000 with any additional investment to be made in increments of at least AED 1,000.

Documents Accompanying Subscription Applications:

Subscribers shall submit the following documents along with their subscription application forms

For individuals who are UAE or GCC nationals or nationals of any other country:

- NIN details;
- The original and a copy of a valid passport or Emirates ID; and
- In case the signatory is different from the Subscriber:
 - the duly notarized power of attorney held by that signatory or a certified copy by UAE-regulated persons/bodies, such as a notary public, or as otherwise duly regulated in the country;
 - the original passport/Emirates ID of the signatory for verification of signature and a copy of the original passport/Emirates ID; and
 - a copy of the passport/Emirates ID of the Subscriber for verification of signature; or
- In case the signatory is a guardian of a minor, the following will be submitted:
 - Original and copy of the guardian's passport/Emirates ID for verification of signature;
 - Original and copy of the minor's passport; and
 - If the guardian is appointed by the court, original and copy of the guardianship deed attested by the court and other competent authorities (e.g. notary public).

For corporate bodies including banks, financial institutions, investment funds and other companies and establishments:

- UAE registered corporate bodies:
 - The original and a copy of a trade license or commercial registration for verification or a certified copy by one of the following UAE-regulated persons/bodies; a notary public or as otherwise duly regulated in the country;
 - The original and a copy of the document that authorizes the signatory to sign on behalf of the subscriber and to represent the subscriber, to submit the Application, and to accept the terms and conditions stipulated in the Prospectus and in the subscription form;
 - The original passport and copy of passport/Emirates ID of the signatory; and
 - NIN details.
- **Foreign corporate bodies:** the documents will differ according to the nature of the corporate body and its domicile. Accordingly, please consult with the Lead Manager to obtain the list of required documents.

In case the signatory is different from the Subscriber:

- the duly notarized power of attorney held by that signatory or a certified copy by UAE-regulated persons/bodies, such as a notary public, or as otherwise duly regulated in the country;
- the original passport/Emirates ID of the signatory for verification of signature and a copy of the original passport/Emirates ID; and
- NIN details.

Notice of Allocation

A notice to successful Subscribers in the First Tranche will be sent by way of SMS initially confirming allocation of offered Units to them. This will be followed by a notice setting out each Subscriber's allocation of Offer Units, which will be sent by registered mail or via e-mail to the registered address in the subscription application to each Subscriber.

Method of refunding surplus amounts to Subscribers

By no later than 26 May 2025 (being within five (5) working days of the Closing Date of the Second Tranche), the Offer Units shall be allocated to Subscribers and, within five (5) working days of such allocation, the surplus subscription amounts, and any accrued profit resulting thereon, shall be refunded to Subscribers in the First Tranche who did not receive Offer Units, and the subscription amounts and any accrued profit resulting thereon shall be refunded to the Subscribers in the First Tranche whose applications have been rejected for any of the above reasons. The surplus amount and any accrued profit thereon are returned to the same Subscriber's account through which the payment of the original application amount was made. In the event payment of the subscription amount is made by certified bank cheque, these amounts shall be returned by sending a cheque with the value of such amounts to the Subscriber at the address mentioned in the subscription application. The difference between the subscription amount accepted by the Fund Manager for a Subscriber, and the application amount paid by that Subscriber will be refunded to such Subscriber pursuant to the terms of the Prospectus.

Subscriber's obligations and confirmations:

The Subscriber confirms that he/she has reviewed the Prospectus, including (without limitation) the "Important Notice", "Important Information" and "Investment Risks" sections, and agrees to be bound by the terms and conditions contained in the Prospectus as relevant to the First Tranche and this Application. The Receiving Banks, the Selling Unitholder, the Fund Manager and the REIT will deem any additional conditions, other than those set out herein, attached to any Application as null and void. By acquiring Offer Units, the Subscriber agrees to accept the terms and conditions as set out in this Application and the Prospectus.

Upon completion and submission of this Application, the Subscriber shall be deemed to have acknowledged and accepted the following:

1. The Subscriber has applied to pay the amount specified in this Application in order to buy Offer Units at the Final Offer Price to be determined by the Fund Manager and the Selling Unitholder within the price range through the book building process and based on and according to the conditions stated in the Prospectus.
2. The Subscriber has authorised the Selling Unitholder and the Receiving Banks to send to the Subscriber the allotment notice and the refunded amount, by registered mail, at the Subscriber's own risk, or to the same receiving bank where the subscriber has submitted his application.
3. The Subscriber shall not withdraw, cancel, or modify the Subscriber's Application at any time after submission to a Receiving Bank.
4. The Subscriber is responsible for the truthfulness, accuracy, and completeness of all information and documents submitted as part of the Application, including the Subscriber's NIN with the DFM.
5. The Subscriber has ascertained that the Subscriber's Application complies with the laws of the UAE and the laws of the jurisdiction where the Subscriber resides and the laws of the country of which the Subscriber is a citizen and shall bear all responsibility and liability arising in case the Subscriber's investment does not comply with such laws.
6. The Subscriber acknowledges and accepts that, if any of the provisions in this Application and these terms and conditions contradict any part of the Prospectus, the Prospectus shall prevail.
7. Subscribers must pay in full for their subscription at the time of application.
8. The Applicant shall comply with all applicable DFM rules and regulations as may be in force from time to time.

The Receiving Bank's conditions regarding payment by cheques:

1. The payment receipt shall not be binding on the Receiving Bank unless the same bears the Receiving Bank's seal and signature of an authorized signatory and the Receiving Bank's cashier stamp acknowledging receipt of the relevant amount.
2. The Receiving Bank reserves the right to: (i) reverse entry or debit the value of any cheque if it is returned unpaid and (ii) to cancel the Application accordingly.

Method of payment:

1. Certified bank cheque (Manager's cheque) drawn on a bank licensed and operating in the UAE, in favor of "Dubai Residential IPO".
2. Debiting the Subscriber's account with a Receiving Bank; or
3. Electronic Subscriptions (subject to the terms and conditions of the Prospectus and respective Receiving Bank).

Important Dates for Method of payment:

1. Subscription amounts paid by way of Cheque must be submitted by 1:00 pm on 17 May 2025.
2. Subscription applications received through the UAE Central Bank Payment Gateway ("PGS"), FTS and SWIFT must be made before 1.00 p.m. on 19 May 2025.
3. Subscription applications received through ATM, Internet Banking, Mobile Application and Website must be made before 1:00 pm on 20 May 2025.

Each Applicant, its representatives and heirs, as the case may be, hereby acknowledges and agrees that it shall indemnify the REIT, the Fund Manager, the Selling Unitholder, and the Receiving Bank and their respective directors, officers, agents, employees and affiliates (each an "Indemnified Person") in respect of any and all liabilities, claims, damages, costs, expenses and losses incurred by any Indemnified Person arising out of or in connection with an Applicant's and/or its representatives and heirs non-compliance with the terms and conditions of the Application and the Invitation, and/or for breach of any confirmations, warranties and representations made by or on behalf of an Applicant under or in connection with its Application.