



FREEHOLD MEDIATION & INFORMATION
فري هولڊ ميڊيشن للمعلومات



CLIENT FILE [CONFIDENTIAL]



Real Estate
Dispute-free **2020**

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SETTLEMENT

Freehold Mediation & Information cooperate and benefit from the knowledge of the world class companies and entities who look at the real estate business from different perspectives; such as the legal, financial and investment, consultancy, mediation, mortgage, management and maintenance services angles.

Using our group creativity, knowledge and experience we have become a one-stop shop by gathering all elite services from top service providers. We combine all services into one package and provide a solution tailored to the requirements of all people with on-hold investment through consultancy and information.

In Conclusion:

- 01 - We evaluate the current situation of the client.
- 02 - We identify possible directions in a solution to their situation.
- 03 - We then facilitate each direction.

All information contained in this document is private and confidential.



REGISTRATION FORM

CLIENT INFORMATION SHEET

Clients Name: Date:

Ref. Number: Email :

Phone Number:

Email :

Outside UAE Contact Details:

REGISTRAR DETAILS:

Name: Email :

Designation: Tel :

INVESTMENT DETAILS:

Project Name: Location:

Developer: Master Developer:

Purchase Date: Registered in OQOOD: YES: NO:

Unit No: Unit Type: Unit Size: Sq ft

Total Sale Value: AED Unit Price: AED Parking Price: AED

Total Amount Paid: AED % Paid: % Date of Last Payment:

Project Status: On Hold: Under Construction: Under Cancellation: Cancelled: Completed:

FEEDBACK FORM

CLIENT INFORMATION SHEET

Form No:

CR-OP-01054

Date:

01

Date of Investment:

DD/MM/YYYY

02

Reason of investment in the Project ?

Living (End User):

Short Term Investment (To Sell):

Long Term Investment (To Lease Out):

03

Percentage of Down Payment made at the time of Purchase?

10%:

15 - 20%:

20 - 25%:

+25%:

Other:

04

Length of Payment Plan?

1 Year or Less:

2 - 3 Years:

3 - 5 Years:

More than 5 Years:

05

Monthly Installment Payment ?

Up to 10,000 AED:

10,000 AED - 20,000 AED:

20,000 AED and Above:

06

Did you have the full amount of the apartments value secured at the time of purchase ?

YES:

NO:

07

What were the reasons given by the Developer for the halt in construction ?

08

Did you research the developer before making the purchase ?

YES:

NO:

If YES where did you check about the developer:



09 Did you contact any consultancy firms or lawyers prior to signing the agreement (for review purposes) ?

YES: NO: If YES which firm: _____

10 Have you appointed a lawyer after the construction was stopped on your investment ?

YES: NO: If YES which firm: _____

11 Would you consider Legal Action with other investors?

YES: NO:

12 If the developer resumes construction would you enter into a settlement and continue with your payments ?

YES: NO: Reason: _____

13 Do you still intent to invest in the same area / project, does it still meet your investment needs ?

YES: NO: Reason: _____

14 Would you prefer to appoint a Mediator to liase between yourself and the developer before legal action ?

YES: NO:

15 Would you consider a credit transfer to another property ?

YES: NO: If YES your preference would be: A Completed Unit: Off Plan Unit but under construction:

16 Would you prefer to have a settlement of transfer to another property with the current developer or a 3rd party ?

Current Developer: 3rd Party:

FEEDBACK FORM

CLIENT INFORMATION SHEET

17 What type of unit you prefer to transfer to ?

Studio: One Bedroom: Two Bedroom: Three Bedroom: Villa:

18 What would be your monthly installment budget be incase of Asset Relocation ?

Less than 5,000 AED: 6,000 AED - 10,000 AED : 11,000 AED - 20,000 AED: +20,000 AED:

19 What type of Investor would you be?

Living (End User): Short Term Investment (To Sell): Long Term Investment (To Lease Out):

20 Where would be your preferred location ?

Dubai: Ajman: RAK: Other Emirate: _____

21 What would be your budget for an Asset Relocation ?

22 Have you taken any legal action against the developer prior to contacting Freehold Information & Information ?

YES: NO: If YES please advise: _____
Advise of the outcome: _____

23 Was the developer served any legal notice for non-payment / delay in the payment of installations made ?

YES: NO: Date of notice: DD/MM/YYYY

24 Was your agreement legally cancelled by the developer ?

YES: NO: Date of cancellation: DD/MM/YYYY



25 Please choose your 3 preferred Settlement options in priority basis (1 being the most preferred)

I will wait until a new investor / developer takes over the project and I will continue with the remaining installments

I will wait until the Land Department disperses my share after auction of the development under the Tanmia Program.

I am ready to accept whatever amount (may be less than 50% of the invested amount) from the developer to settle the issue.

I prefer to go down the route of legal action to recover my entire investment amount.

I prefer a new completed unit from the current developer or else at a rate of current market value and use my already invested amount.

26 Please provide the contact details of the person who you used to communicate with from the developers office:

27 Please provide the contact details of the agent used (if any):

28 Please provide the date of the last communication you had with the developer:

 DD/MM/YYYY


Signature:




Date:



KYC TERMS

Clients Name:	<input type="text"/>	
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Property:	<input type="text"/>	
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The Registration Process:

- 01 Complete the KYC
- 02 Mandatory Documents:
 - a. Copy of all documents signed with the developer (any contracts, payment slips etc.)
 - b. All communications with the developer (Letters, E-mails etc.)

Freehold Mediation and Information responsibilities:

Situation analysis:

The 3+ Market Study booklet provides you with comprehensive and detailed information about your particular investment and the underlying issues and the options available to you in order to optimize your investment. In general there are three options available:

Settlement:

This option is intended to resolve the issue out of Court through Mediation.

Litigation:

This option is intended to resolve the issue is done through legal actions; for this option we will propose a name of a law Firm that has experience with litigation cases.

Asset Relocation:

This process is a transfer of property with an alternative one that is completed or under completion.



Booklet includes:

- 01 Update of the status of project sourced by :
 - a. Land department
 - b. Master developer
 - c. Developer
- 02 Market stay :
 - a. Project
 - b. Under construction project
 - c. Complete project
- 03 Option of Litigation:
 - a. Update of previous cases opened in court
 - b. Process of opening file in court for different status of project
- 04 Settlement:
 - a. A study for any settlement option based on price and payment plan (if any)
- 05 Asset Relocation:
 - a. List of developers who accept exchanges, developer information and deal discretion
 - b. Market study on the price fluctuation and ROI

Option analysis:

- 01 Providing one conclusion sheet and advisory on available information.
- 02 Meeting with consultants to select the options
 - a. Settlement
 - b. Litigation
 - c. Relocation

Disclaimer for conclusion sheet: FMI provide information and consultancy and the decision is at the sole discretion of the client. FMI accept no liability for the consequences of any action taken on the basis of the information provided.



Execution services:

01 Settlement :

- a. Consultancy option of secure settlement
- b. List of mediators and / or law firms

02 Litigation

- a. providing list of law firms with success case in project and arranging meeting with lawyers
- b. updating the case

03 Asset Relocation:

- a. Investment advisors: responsible to advise client on categories of investors as short term, long term or end user, capability of payment terms and report it to developer.
- b. Setting up meetings with developers

Client Responsibilities:

01 Power of Attorney (POA): to authorize Freehold mediation and information to collect necessary information from private and government entities. POA does not give power to act on behalf of clients, sell or decide on any type of settlement.

02 Confidentiality & copyright: all information provided to clients is confidential and private and for personal use only. Clients are not allowed to disclose it to anyone.

03 Process of termination: clients cannot do any type of settlement , real estate litigation or asset relocation with freehold mediation and cannot terminate the agreement except if:

- a. Booklet is not completed within 6 months
- b. Settlement and mediation cannot be finalized in less than 5 meetings with developers
- c. If Asset Relocation has not been provided within 6 months

04 Client commitment: clients commit in case of successful execution of any option of freehold mediation for any kind of real estate investments an agreement will be signed separately for this purpose. In case of default entitled to pay 1% of any investment.

LITIGATION

Consultancy and information Agreement for Litigation

Date of Agreement:



Parties:



01 M/s. Freehold Mediation and Information LLC, through its representative Mr. Hamed Abdullah Ghasemi (herein after referred to as "Company").

02 M/s. _____, _____ National, Holder of Passport Number _____ (hereinafter referred to as "Investor").

Whereas, the investor by virtue of a Service Agreement dated _____ engaged the Company to conduct a study on his investment made for the unit.

No. _____, in the project of _____, _____, UAE which includes the collection of relevant information about the developer, Project and the current Real Estate Market.

The Company upon its successful completion of the study, provided the collected information in the form of a book let which contains different options to go ahead with the investment including the possibility of litigation against developer. And whereas the Investor chooses the litigation option from the Booklet and engaged the company on an exclusive basis to arrange one of its affiliated law firms for litigation and further follow up.

Appointment & Acceptance:

The Investor hereby engages, the Company from the effective date and the Company hereby accepts the appointment on an exclusive basis as per the terms and conditions of this Agreement.

Terms & Conditions:

01 Company shall provide a list of law firms associated with it those having significant track record of successfully conducting similar cases, and the Investor shall select one amongst them.

02 Upon execution of Power of attorney with a law firm introduced by the company investor shall pay AED 5000.00 (Arab Emirate Dirham Five Thousand only) as introduction fee.

03 Investor shall pay all registration fee, legal fee and associated charges directly to the law firm as per their fee structure.

04 It is expressly agreed by the Investor that the role of Company shall only be to assist the Investor to enter in to a contract for conduct litigation and any consequence with respect to the case is the sole responsibility of the Investor.

05 The Investor acknowledges that the Company shall not be held responsible or liable for any action of the relevant Parties or any third party arising from, out of, or in connection with the litigation.

06 This Agreement is subject to the Laws of Emirate of Dubai and any disputes arising out of this Agreement shall be dealt under the exclusive jurisdiction of Dubai Courts.

IN WITNESS HEREOF, the Parties have executed this Agreement, with full knowledge of its content and significance and intend to be legally bound by the terms hereof of the day of signature and execution.

Signature:

M/s. Freehold Mediation
& Information




Signature:


M/s. _____



ASSET RELOCATION

Consultancy and information Agreement for Asset Relocation

Date of Agreement:		
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Parties:		
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01 M/s. Freehold Mediation and Information LLC, through its representative Mr. Hamed Abdullah Ghasemi (herein after referred to as "Company").

02 M/s. _____, _____ National, Holder of Passport Number _____ (hereinafter referred to as "Investor").

Whereas, the investor by virtue of a Service Agreement dated _____ engaged the Company to conduct a study on his investment made for the unit No. _____, in the project of _____, _____, UAE which includes the collection of relevant information about the developer, Project and the current Real Estate Market.

The Company upon its successful completion of the study, provided the collected information in the form of a book let which contains different options to go ahead with the investment including the option of asset relocation. And whereas the Investor chooses the asset relocation option from the Booklet and engaged the company on an exclusive basis to arrange suitable property through authorized real estate agents associated with it.

Appointment & Acceptance:

The Investor hereby engages, the Company from the effective date and the Company hereby accepts the appointment on an exclusive basis as per the terms and conditions of this Agreement.

Terms & Conditions:

01 Upon successful conclusion of asset relocation, the Investor agreed to pay to the company a success fee as per the table below which includes the fee payable to the concerned real estate brokers.


Scenario	Success fee
Exchange with new Unit	2% of the total value of the new unit.


02 It is expressly agreed by the Investor that the role of Company shall only be to assist the Investor to find a real estate agent for asset relocation and any consequence with respect to the asset relocation is the sole responsibility of the Investor alone.

03 Investor hereby indemnify and keep the Company and its affiliated Broker harmless for/against any loss, damage, claims liabilities and/or expenses (including legal cost) that they may suffer and/or incur as a result of any default or action or omission or commission (deliberate and/or otherwise) committed either by the Investor or agent or new developer with respect to the asset relocation.

04 This Agreement is subject to the Laws of Emirate of Dubai and any disputes arising out of this Agreement shall be dealt under the exclusive jurisdiction of Dubai Courts.

IN WITNESS HEREOF, the Parties have executed this Agreement, with full knowledge of its content and significance and intend to be legally bound by the terms hereof the day of signature and execution.

Signature:		
M/s. Freehold Mediation & Information		

Signature:		
M/s. _____		

SETTLEMENT

Consultancy and information Agreement for Settlement

Date of Agreement:



Parties:



01 M/s. Freehold Mediation and Information LLC, through its representative Mr. Hamed Abdullah Ghasemi (herein after referred to as "Company").

02 M/s. _____, _____ National, Holder of Passport Number _____ (hereinafter referred to as "Investor").

Whereas, the investor by virtue of a Service Agreement dated _____ engaged the Company to conduct a study on his investment made for the unit.

No. _____, in the project of _____, _____, UAE which includes the collection of relevant information about the developer, Project and the current Real Estate Market.

The Company upon its successful completion of the study, provided the collected information in the form of a book let which contains different options to go ahead with the investment including the option of settlement with the developer or do necessary compliance with the department in case settlement is not possible.

Appointment & Acceptance:

The Investor hereby engages, the Company from the effective date and the Company hereby accepts the appointment on an exclusive basis as per the terms and conditions of this Agreement.

01 Where the developer available and settlement is possible:-

The Investor chooses the settlement option from the Booklet and engaged the company on an exclusive basis to arrange further mediation with the developer for settlement through its affiliated agencies such as law firms and real estate agents.

Service Charge

In the event of a successful conclusion of settlement negotiation with the developer, the Investor agreed to pay a success fee as per the table below which includes the fee payable to the concerned affiliated agencies.

Scenario	Success fee
Exchange with new Unit	10 % of the money received
Reduction/discount in price	10 % of the Discount/ Reduction in price
Other charges	AED 5000.00 will be charged for each meeting with developer.



02 Where the developer not available and settlement not possible:-

The Investor shall engaged the company to do the necessary preparations and follow ups safe guard his investment once the developer is available or if any new developer taken over the project. Under this circumstance service of the Company shall include but not limited to,

- a. Timely follow ups with the ARRA/RERA/DLD/Ajman Land Department with respect to the status of the project.
- b. Check the availability of the developer in UAE or outside UAE and try for the possibility of a settlement.
- c. File a complaint in ARRA/RERA/DLD/Ajman Land Department and submit required documents on behalf of the investor, which will help the investor to get an opportunity to submit his claim to ARRA/RERA/DLD/Ajman Lands Department when it starts its process to handover the project to a new developer.
- d. Follow ups and compliance with the requirement of the authorities in case of cancellation and liquidation of the project.

Service Charge

Scenario	Success fee	
Cash back	10 % of the money received	
Reduction/discount in price	10 % of the Discount/ Reduction in price	
Administration charge	Ajman Land Department	DubaiLand Department
	AED 5000.00 will be charged as the administrative charge for the timely follow ups and compliance with Ajman Land Department.	AED 10000.00 will be charged as the administrative charge for the timely follow ups and compliance with Dubai Land Department.

Other terms and conditions

- A. The Investor shall not either by himself or by way of his attorney and/or agent and/or representative, approach the developer for any kind of settlement or negotiation during the pendency of this Agreement with respect to the subject matter herein.
- B. Both the Parties hereby agrees that, the Company shall be entitled for its above mentioned success fee, in the event of any settlement between the Investor and the Developer during the pendency of this Agreement with or without the involvement of the Company.
- C. It is expressly agreed by the Investor that the role of Company shall only be to assist the Investor and developer to enter in to a settlement and any decision with respect to the settlement is the sole responsibility of the Investor and developer.
- D. The Investor acknowledges that neither the Company nor any of their respective officers, directors, and employees, representatives, servants or Broker shall be held responsible or liable for any action of the relevant Parties or any third party arising from, out of, or in connection with the settlement.

SETTLEMENT

Consultancy and information Agreement for Settlement

- E. Investor hereby indemnify and keep the Company and its employees, directors, management, Broker harmless for/against any loss, damage, claims liabilities and/or expenses (including legal cost) that they may suffer and/or incur as a result of any default or action or omission or commission (deliberate and/or otherwise) committed either by the Investor or developer during or after the settlement.
- F. This Agreement is subject to the Laws of Emirate of Dubai and any disputes arising out of this Agreement shall be dealt under the exclusive jurisdiction of Dubai Courts.
- G. This Agreement constitutes the entire understanding between the Parties and shall supersede and replace all previous verbal or written MOU/agreements and negotiations between the Parties pertaining to the subject matter of this Agreement and no party shall be entitled to any benefits other than those specified herein.

IN WITNESS HEREOF, the Parties have executed this Agreement, with full knowledge of its content and significance and intend to be legally bound by the terms hereof the day of signature and execution.

Signature:

M/s. Freehold Mediation
& Information



Signature:

M/s. _____



CLICK TO SUBMIT



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