Brand's Logo

## **RESERVATION AGREEMENT**

		ion and offer to purchase from			(the
"Seller") the following	property (the	"Property") and request that the F	roperty be reserved fo	r my/our purchase:	
Project Name:					
Type:	n / Office	Condominium with Assigned Parking	Slot D Parking Slot	☐ House and Lot / Townhouse	Lot Only / Commercial Lot
Condominium / Office	Tower	Floor No.	Unit No.	Floor Area	Unit Model
Parking	Tower	Unit Reference	Slot No.	Size (sq. m.)	Parking Model
House & Lot / Townhouse	Phase	Block No.	Lot No.	Lot / Floor Area	House Model
Lot Only / Commercial	Phase	Block No.	Lot No.	Lot Area	
indicated in the attach selected herein and fo will be effective only o Annex. I/We hereby	the "Purchas ned Annex. I/ or the manner upon the writ request tha	We understand that the Purchase of payment stated in the Annex. Staten approval of the Seller, and with the Property be reserved for	Price as aforesaid is Should I/we decide to c Il also result in a chan r me/us and for this (Php	valid only for the preferred p change the manner of payme ge in the Purchase Price an purpose, I/we enclose h as reservati	(Php), the manner chosen by me/us as ayment scheme which I/we have nt chosen by me/us, such change d an amendment of the attached erewith the amount of Pesos: on fee (the "Reservation Fee").
I/We understand and	agree that my	/our reservation for the Property i	s subject to the followir	ng:	

## **TERMS AND CONDITIONS**

- 1. The reservation for the Property specified above is good only for a period of thirty (30) calendar days from my/our payment of the Reservation Fee, or from up to (the "Reservation Period"). I/We understand that other than in the instance provided in paragraph 3(c) hereof, the Reservation Fee is non-refundable. Should I/we decide to cancel my/our reservation herein, or should I/we fail or be unable to pay the amount due under the attached Annex on due date therein stipulated, whether such failure or inability to pay is due to my/our decision not to proceed with my/our purchase of the Property or due to a delay in the release of the loan proceeds to be used to finance my/our purchase of the Property or for any reason whatsoever, I/we agree that my/our reservation shall lapse and my/our Reservation Fee shall be forfeited in favor of the Seller.
- 2. In the event that I/we avail myself/ourselves of bank financing/Pag-IBIG Financing, whichever is acceptable to the Seller, for the Purchase Price or any portion thereof, I/we shall be solely responsible for filing the requisite loan application form prescribed by the bank, together with all the necessary supporting requirements/ documents for the processing of my/our loan application for the purpose of causing the release of the loan proceeds to be used to finance my/our purchase of the Property within the payment period prescribed under my/our chosen payment scheme.
- 3. Should I/we choose to purchase the Property under any payment scheme of the In-House Financing Program of the Seller, I/We undertake to submit to the Seller the completed application form prescribed for purchases under the In-House Financing Program (the "Application") not later than fifteen (15) days from the date of this Reservation Agreement, and with all requirements, documents and information required to be submitted and/or furnished in connection therewith. This Reservation Agreement shall be without force and effect and shall be deemed cancelled, without need for notice, in case I/we fail to submit the Application and all requirements, documents and information within the fifteen-day period as aforesaid, and my/our Reservation Fee for the Property shall be forfeited in favor of the Seller. I/We undertake to submit to full credit investigation which may be caused to be conducted at the option of the Seller in connection with my/our Application.
  - a. In the event that my/our Application is approved by the Seller, I/we agree to comply with all the conditions for purchase which are or may be prescribed by the Seller for the purchase of the Property, including but not limited to (i) obtaining a credit life insurance (or similar insurance) from a reputable insurance seller acceptable to Seller in an amount sufficient to cover the unpaid balance of the purchase price of the Property or, subject to the approval of the Seller, assigning to the Seller, as beneficiary to the extent of the unpaid balance of the Purchase Price of the Property, my/our existing life insurance policy, and (ii) submitting the post-dated checks covering the installment payments due under the applicable payment scheme. In the event that I/we do not secure a credit life insurance, nor assign my/our existing life insurance policy to the Seller as required in this paragraph, I/we or my heirs or estate undertake to pay in full the outstanding balance of the Purchase Price within ten (10) days from receipt of written demand from the Seller in the event of physical incapacitation or any cause or event which shall otherwise constitute a claim under a credit life insurance policy had I/we obtained one. Should I/we, or my heirs or estate fail to pay the outstanding balance of the Purchase Price within the said period, the Seller shall be entitled to institute proceedings for the cancellation of my/our account in accordance with applicable
  - b. In the event that my/our Application is disapproved, I/we understand that I/we will no longer be able to purchase the Property under the In-House Financing Program of the Seller but only under any of the following payment schemes which may be prescribed by the Seller: (a) a cash scheme, whereby I/we agree to pay the Purchase Price and other taxes, costs, expenses, and charges full on the date specified by the Seller; or (b) any other payment scheme other than those covered by the In-House Financing Program. I/we shall notify the Seller in writing of my/our decision to purchase under the relevant payment scheme within 7 calendar days of receipt of such notice of disapproval. My/Our failure to effect payment in the manner prescribed by the Seller shall entitle the Seller to cancel, by notice to my/our address herein stated, my/our purchase of the Property and forfeit my/our Reservation Fee.
  - c. In the event that my/our Application is disapproved and I/we decide not to proceed with my/our purchase of the Property under other payment schemes, I/we shall notify the Seller in writing, not later than 7 calendar days from my/our receipt of the notice of disapproval, of my/our decision to cancel my/our reservation and be entitled to a refund of my/our Reservation Fee without interest. The failure of the Seller to receive from me/us within said 7-day period either a notice to purchase under the other payment schemes with the relevant payment/downpayment required thereof, or a notice of cancellation and all other requirements for cancellation, then the Seller shall have the option to forfeit my/our Reservation Fee.

It is understood that in any event of cancellation of this Reservation Agreement, the Seller shall be free to dispose of the Property as if this Reservation Agreement had not been executed.

- 4. In the event that I/we shall fail to pay any of the amounts due under the applicable payment scheme which I/we have chosen in relation to my/our purchase of the Property, or fail to comply with my/our undertakings hereunder, or fail to execute the relevant contract to sell and/or deed of absolute sale for the Property, or comply with the terms of my/our purchase, then the Seller shall have the option to cancel the sale and refund all payments less: (i) the Reservation Fee, which shall be forfeited in favor of the Seller and applied as liquidated damage; (ii) interest penalty at the rate of 2% per month (or fraction thereof) of delay on the unpaid amount; (iii) an amount equal to 30% of the Purchase Price as liquidated damages; (iv) real estate broker's commission, if any; (v) any unpaid charges and dues on the Property; (vi) taxes and expenses paid by the Seller to the government or third parties in connection herewith; (vii) security deposit required for my/our construction works on the Property if applicable; and, (viii) an amount determined by the Seller to be necessary to restore the Property to the same physical condition it was found at the time of my/our acceptance of the Property. I/we understand that remittance to the Bureau of Internal Revenue of the applicable creditable withholding tax (CWT) on my/our payment/s, whether on instalment or otherwise, is required under applicable rules and regulations. Should delay in the remittance of the CWT arise by reason of the information I/we provide herein, including information on whether I/we am/are engaged in business, I/we undertake to pay and not to hold the Seller liable for any penalty and/or surcharge, costs, and expenses which may be incurred in connection with such delay.
- 5. I/We understand and have been fully informed that the BIR, before issuing a Tax Clearance or Certificate Authorizing Registration (CAR), may require purchasers of real property to show proof of financial capacity such as Income Tax Return, showing the income earned and declared by the purchaser in relation to the value of the property being acquired; and proof that the purchaser obtained a loan from a financial institution, and the purchaser's income is sufficient to pay back the loan amortizations. I understand and have been fully informed that if the BIR is not satisfied with the proof of financial capacity presented, the BIR may assess and collect Donor's Tax before issuing the CAR. Should any issue on Donor's Tax be raised by the BIR in the process of securing the CAR for this purchase, I/we undertake to resolve the same at my/our own

expense and at no additional cost to the Seller. In consideration of my/our decision to purchase, I/we hold the Seller free and harmless from any claim, demand, liability or cause of action arising from the possible Donor's Tax issue described above.

- 6. I/we hereby undertake to execute the contract to sell with the Seller upon my/our payment of the relevant downpayment, and the deed of absolute sale with the Seller upon my/our full payment of the Purchase Price and all amounts due on my/our purchase of the Property, such contract to sell and deed of absolute sale being in the form and under the terms prescribed by the Seller. Likewise, I/we hereby confirm that upon such full payment, the Seller shall have the right to execute a deed of absolute sale in my/our favor.
- 7. I/We understand and agree that this Reservation Agreement only gives me/us the right to purchase the Property subject to the fulfilment of the conditions herein stated. No other right, title or ownership is vested upon me/us by the execution of the Reservation Agreement. The Seller retains title and ownership of the Property until I/we shall have fully paid all amounts due to the Seller by reason of my/our purchase of the Property.
- 8. I/we agree and understand that my/our purchase of the Property is subject to the covenants and restrictions specified in the Project's Deed of Restrictions (for subdivision and townhouse developments) or Master Deed with Declaration of Restrictions (for condominium developments), as applicable, which will be annotated on the corresponding certificate of title to the Property as a lien thereon, and which covenants and restrictions I/we undertake to faithfully and strictly comply with. My/our undertaking and confirmation herein constitutes an essential consideration of the sale by the Seller of the Property to me/us and all other agreements executed in connection herewith.
- 9. Pursuant to relevant laws, I/we also hereby authorize the developer of the Project to organize the Project's governing homeowner's association or condominium corporation, as applicable.
- 10. It is understood and agreed that the Seller may, in its discretion, following my/our submission of a request in writing, allow me/us to: (i) transfer this reservation to another individual, (ii) transfer this reservation in favor of another property of the Seller (whether in the same or another project), or (iii) change certain payment terms, subject to the fulfilment of the following conditions: (a) I/we am/are not in default in the performance of my/our obligations under this Reservation Agreement; (b) I/we shall pay the administrative or processing fees prescribed by the Seller; (c) I/we shall submit and/or execute such amendatory and other documents as may be necessary or required to effect the transfer or change in payment terms; and (d) any and all taxes, costs, and government assessments (if any)arising or resulting from any such changes shall be for my/our sole account and for which I/we hereby undertake to indemnify the Seller. I/We further undertake not to hold the Seller liable, and waive any claim or right that I/we may be entitled to under the law or equity to be compensated, for any damages, costs, and expenses which I/we may incur in connection with any delay that may arise in the processing of the certificate of title to the property subject of this reservation by reason of the implementation of this paragraph.
- 11. In relation to the implementation of this Reservation Agreement, I/We hereby give full consent to the Seller to collect, record, organize, store, update, use, consolidate, block, erase or otherwise process information, whether personal, sensitive or privileged, pertaining to myself/ourselves and the transactions subject hereof. In this connection, I/we acknowledge that I/we have read, understood and/or have been duly informed of the terms and conditions pertaining to the data privacy practices of the Seller as reflected in the Data Privacy Policy at <a href="https://www.ayalaland.com.ph/privacy-policy/">https://www.ayalaland.com.ph/privacy-policy/</a> and I/we hereby express my/our full conformity thereto. I/We also warrant that the information which I/we provided herein, whether personal or corporate, is true and correct as of the date hereof and agree to directly and personally inform the Seller in writing of any changes in my/our personal or corporate data such as but not limited to name, address, and/or status. It is understood that the Seller shall have the right to solely rely on the information provided by me/us and shall not be held responsible for any error, non-communication or miscommunication in the information given by me/us. I/We also warrant that the funds used and to be used in purchasing the Property is, has been, and will be obtained through legitimate means and do not and will not constitute all or part of the proceeds of any unlawful activity under applicable laws. I/We hereby hold the Seller free and harmless from any incident, claim, action, or liability arising from the breach of my/our warranties herein, and hereby authorize the Seller to provide to any government body or agency any information pertaining to this sale and purchase transaction if so warranted and required under existing laws.
- 12. This Reservation Agreement is made and performed in the Philippines and shall be effective upon acceptance by the Seller of my/our offer. This Reservation Agreement shall also be governed by, and construed under Philippine Law, regardless of the laws that might otherwise govern under applicable principles of conflicts of law. Any and all disputes in connection with or arising out of this Reservation Agreement shall be subject to the exclusive jurisdiction of the proper court of Makati City, Metro Manila, Philippines. I/we waive any other venue and the defense of an inconvenient forum.

PLEASE ACCOMPLISH THIS FORM COMPLETELY. INCOMPLETE FORMS WILL NOT BE PROCESSED. PLEASE WRITE LEGIBLY AND USE EITHER A BLUE OR BLACK PEN. SHOULD THERE BY ANY ALTERATIONS, PLEASE INSCRIBE YOUR SIGNATURE/INITIALS ON THE ALTERED PORTION/S. PLEASE INDICATE "N/A" OR CROSS OUT THE FIELDS THAT ARE NOT APPLICABLE.

PREFERRED PAYMENT SCHEME (Please indicate preferred payment scheme)

In connection with my res	servation and pure	chase of the Property	, I/we would like the p	urchase to be registered as follows.	:					
☐ Solely in my nam	ne		In our names		☐ In thena	ame of				
Individual			Spouses		A corpor	ration				
Married to	Married to			Co-Owners			A partnership			
					Trust Ac	count				
OR INDIVIDUAL PURCHASER										
Purchaser - Details must be co	nsistent with all o	documents (i.e. valid l	D and validated TIN)							
Last Name	Suffix Na	me First Name				Middle Name				
Citizenship	·	Civil Status	I <sub>Married</sub> □ <sub>Widow</sub>	v/Widower □LegallySeparated	Gender □ <sub>M</sub> □ <sub>F</sub>	Birthdate (MM-DD-YY)				
Type of Valid ID	ID No.	Date Issue	d (MM-DD-YY)	Place Issued:	Tax Identification No	o. (first 9 digits only)				
Contact Details										
Residence Address		No./Unit	Phase/B	Blk/Lot		Bldg./Street				
Use this as mailing										
	Barangay/Municip	pality		City	Country		Zip Code			
Landline	1	Mobile/Cellular Phone N	Number	Fax No.	E-mail address					
Office Address  Use this as mailing		No./Unit	Phase/B	lk/Lot		Bldg./Street				
	Barangay/Municip	pality		City	Country		Zip Code			
Landline	1	Mobile/Cellular Phone N	Number	Fax No.	E-mail address					
Other Address (Please specify)  Use this as mailing		No./Unit	Phase/B	Ilk/Lot	,	Bldg./Street				
	Barangay/Municip	pality		City	Country		Zip Code			

Name and Contact Details of Purc					LI Attorney-		Contact person only
Last Name	Suffix Name	First Name				Middle Name	
Citizenship		Civil Status	ied □ <sub>Widow/</sub>	Widower D <sub>Legally</sub> Separate	Gender	Birthdate (MM-DD-YY	- for AIF only
Type of Valid ID	ID No.	D	ate Issued (MM-D	DD-YY)	Place Issued:		
Residence Address		No./Unit	Phase/Blk/L	ot		Bldg./Street	
Bara	angay/Municipality		(	City	Country		Zip Code
Landline	Mobile	/Cellular Phone Numb	er Fa	x No.	E-mail addres	s	
Details of Spouse/Co-Owner - Details	tails must be cons	sistent with all docum	ents (i.e. valid ID	and validated TIN)			
Last Name	Suffix Name	First Name				Middle Name	
Citizenship		Civil Status	ied □ <sub>Widow/</sub>	Widower □ LegallySeparate	Gender	Birthdate (MM-DD-YY	)  -
Type of Valid ID ID N	lo.	Date Issued (MM-I	DD-YY)	Place Issued:	Tax Identificat	ion No. (first 9 digits only	
Contact Details of Spouse/Co-Ov Residence Address	vner	No./Unit	Phase/Blk/L	ot		Bldg./Street	
Bara	angay/Municipality		C	Dity	Country		Zip Code
Landline	Mobile	/Cellular Phone Numb	er Fa	x No.	E-mail addres	s	
Office Address		No./Unit	Phase/Blk/L	.ot		Bldg./Street	
Bara	angay/Municipality		(	Dity	Country		Zip Code
Landline	Mobile	/Cellular Phone Numb	er Fa	x No.	E-mail addres	s	
Other Address (Please specify)		No./Unit	Phase/Blk/L	ot		Bldg./Street	
Bara	angay/Municipality		C	City	Country		Zip Code
Name and Contact Details of Spot Last Name	Suffix Name	ontact Person (if any First Name			☐ Attorney-	In-Fact(AIF) C	Contact person only
Citizenship		Civil Status	ied Dwidow/	Widower DLegallySeparate	Gender	Birthdate (MM-DD-YY	- for AIF only
Type of Valid ID	ID No.	1	ate Issued (MM-E		Place Issued:	hamedoniek binneleini	uet leenuudeenuud
Residence Address		No./Unit	Phase/Blk/L	ot		Bldg./Street	
Bara	angay/Municipality		(	City	Country		Zip Code
Landline	Mobile	/Cellular Phone Numb	er Fa	x No.	E-mail address	s	1
FOR NON-INDIVIDUAL PURCHASI			•				
Purchaser - Details must be consi Name	stent with busine	ss registration docum	ents (e.g. SEC R	egistration and validated TIN)			
Principal Office (complete address)  Use this as mailing address		No./Unit	Phase/Blk/	/Lot		Bldg./Street	
	angay/Municipality		Cit	ty	Country		Zip Code
Other Address (Please specify)  Use this as mailing address		No./Unit	Phase/Blk/	Lot		Bldg./Street	
·	angay/Municipality		Cit	ty	Country		Zip Code
Telephone nos.	Fax Nos.	E	-mail address		Tax Identification I	No. (first 9 digits only)	
Authorized Signatory/ies (if two of Last Name	r more signatories Suffix Name	s, please fill out anoth	er Reservation	Agreement) Middle Name	tanatanatan	Designation	en-Kuuremat en verset
Citizenship		Civil Status			Gender	Birthdate (MM-DD-YY)	- for AIF only
Type of Valid ID	ID No.	_	ed Widow/W	/idower Legally Separated	Place Issued:	-	
Other Address (Please specify)		No./Unit	- Phase/Blk/	-		Bldg./Street	
	angay/Municipality		Cit		Country		Zip Code
Telephone/Mobile nos.		F	ax Nos.		E-mail address		
Name and Contact Details of Auth	orized Signatory/	es Contact Person (if	any).				
Last Name	Suffix Name	First Name	,			Middle Name	
Citizenship		Civil Status	<sub>ed</sub> □ <sub>Widow/W</sub>	/idower D <sub>Legally</sub> Separated	Gender	Birthdate (MM-DD-YY)	-

ther Address (Please specify)  Barangay/N  andline	No./Unit					
		Phase/Blk/Lot	<u> </u>		Bldg./Street	
		City		Country	Zip Co	de
dline		, ,		·	2.500	
	Mobile/Cellular Phone Nun	nber Fax No.		E-mail address		
RCHASER'S PROFILE						
RESIDENTIAL UNITS (Condominium, I		se, Lot Only/Commercial	- Individual and Non-Individ	dual Purchasers)	and OFFICE UNITS (Individual Po	urchas
urce of Funding: (Please check only Local	one )					
Output Ellipin (Dis Openits annieus)	7.10/4	US/Canada Europe	Middle East Seama	an Others		
Overseas Filipino (Pls. Specify region)  Foreigner (Pls. Specify region)						
onthly Household Income: (Please ch	eck)	Occupati	ion (Please check; Should	d be consistent w	ith validated TIN):	
P9,999 or less P10,000 - 19,999	□ <sub>P150,000</sub> - 199,999 □ <sub>P200,000</sub> - 249,999		☐ Business/Entreprene Type of Business:	ur [	☐ Mixed Income Earner (business and compensation)	s incon
P20,000 - 39,999	□ P250,000 - 249,999 □ P250,000 - 299,999		☐ Top Management	7	Type of Business:	
P40,000 - 59,999	□ P300,000 - 349,999		☐ Middle Management		Seaman	
l <i>P60,000 - 79,999</i> l <i>P80,000 - 99,999</i>	☐ <i>P350,000 - 499,999</i> ☐ <i>P500.000 or more</i>		☐ Executives/ Associate ☐ Licensed Professional		☐ Housewife ☐ Retiree	
P100,000 - 149,999	,		☐ Artists/Media/Entertail	nment [	Others:	
			☐ Blue Collar			
R RESIDENTIAL UNITS (Condominium w did you know about the Project? (Pl	-	ouse, Lot Only/Comme	ercial) - Individual and No	n-Individual Pur	chasers	
☐ Word of mouth			☐ Billboards/Signage/Di	rectionals		
☐ Sales Agent/Broker/Seller (pls. specific to the sales Agent/Broker).	ecify name)		☐ Internet/Website ☐ Exhibit/Booth			
☐ Radio Ad			☐ Sales Events (Open H	ouse, Laun	ch, etc.)	
☐ Referral (pls. specify name) ☐ Flyer/Leaflet/Brochure			☐ Press Release ☐ Print Ads (pls. specif	iv who "a"		
☐ Direct Mail			☐ Print Ads (pls. specif	y wriere)		
at is your primary purpose for buying  Primary Home	g? (Please check)		☐ For Resale/Buy &	Sall		
☐ Vacation/Weekend Home			☐ ForLeasing/Rent			
☐ Halfway/Weekday Home			Future Inheritance	_		
Retirement Home of Children living with you? (Please i	indicate number)		☐ Others Ages of Children (Please	indicate)		
Pre-school / Below schooling age College / Vocational School	Elementary  Post Graduate		High School			
ason for Purchase (please check)	Post Graduate		Working			
☐ GoodLocation ☐	Quality Product	⊔ <sub>Ayala B</sub>				
Good Masterplan  mber of site visits before making this	Reasonable Price reservation:	☐ Feature	es/Amenities			
□ None □ 1 visit	2 visits 3 visits	s U 4 visits	☐ 5 visits or mo	re		
R OFFICE UNITS - Individual and Non- Type of Business	Individual Purchasers					
Length of Business: (Please check of	nly one)					
4 years or less	☐ 11 - 15 years		☐21 years or more			
☐ <sub>5</sub> - 10 years  Number of Employees: (Please check	☐ 16 - 20 years					
□4 or less	☐ 11 - 15 employe		☐21 employees or m	ore		
☐ <sub>5 - 10 employees</sub> Gross Annual Revenue: (Please chec	□ <sub>16</sub> - 20 employerk only one)	es	Pls. specify			
Less than P1 Million	☐ P5.1 - 8 Million		P14.1 - 17 Million			
$\square$ P1 - 2 Million $\square$ P2.1 - 5 Million	□ P8.1 - 11 Millio □ P11.1 - 14 Milli		☐ P17.1 - 20 Million☐ Above P20 Million	Pla Specify		
Reason for Buying: (Please check or	nly one)					
☐ For Headquarters / Main Office☐ For Satellite / Branch Office	☐ For Reselling ☐ For Lease		Others - Pls. speci	fy		
PECIAL INSTRUCTIONS (if any)	7 or Lease					
		W. 6				
Ve signify our conformity to the fo	pregoing and certify that a	Il information provid	led above are true an	d correct.		
	pregoing and certify that a	II information provid	led above are true an	d correct.		
	pregoing and certify that a	II information provid	led above are true an	d correct.		
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Ve signify our conformity to the fo	oregoing and certify that a	ıll information provic	led above are true an	d correct.		
		all information provid		d correct.	Signature over Printed Na.	me
IYER/S:			Printed Name	d correct.	Signature over Printed Na. ATTORNEY-IN-FACT (AI	

Signature	e over Printed N	lame	_						
PROPERTY SPECIALI			!						
Date		_							
BP Number			_						
For internal use only									
ASM/TL/Sales Manager				Sales Manager	/Branch Mar	nager/Division Manager/ASE	Sales Direc	ctor/Broker/Country I	Manager/RSD
BP Number Vendor No.		BP Number		Vendor No.	BP Number		Vendor No.		
Sales Channel	ВР	Number	Seller Group			Marketing Assistant/Sales Admin Marketing Partne		Marketing Partner	l
Project Developments Acknowledgment(for manually held units)					Sales Loca	s Location: ocal International (please specify country of origin)			

Contract Number

Reservation Date

Customer No.

Company Code

Business Entity

Rental Object

Date Processed

Witnessed By:

Reservation Processor