

RESERVATION AGREEMENT - "As-is, Where-is" UNIT

I/We hereby manifest my/our intention and offer to purchase from _____ (the "Seller") the following property (the "Property") on an **"as-is, where-is" (AIWI) basis** and request that the Property be reserved for my/our purchase:

Project Name: _____

Type: Condominium / Office Condominium with Assigned Parking Slot 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			

for a purchase price of PESOS: _____ (Php _____), Philippine Currency (the **"Purchase Price"**), exclusive of value-added tax and other charges, to be paid by me/us in the manner chosen by me/us as indicated in the attached Annex. I/We understand that the Purchase Price as aforesaid is valid only for the preferred payment scheme which I/we have selected herein and for the manner of payment stated in the Annex. Should I/we decide to change the manner of payment chosen by me/us, such change will be effective only upon the written approval of the Seller, and will also result in a change in the Purchase Price and an amendment of the attached Annex. I/We hereby request that the Property be reserved for me/us and for this purpose, I/we enclose herewith the amount of Pesos: _____ (Php _____) as reservation fee (the **"Reservation Fee"**).

I/We understand and agree that my/our reservation for the Property is subject to the following:

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 laws.
 - 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 20% 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 on an AIWI basis and assume all risks over the Property at whatever physical state it may currently be and upon turnover, subject to the fulfillment 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 shall **not** include any warranty for the repairs and replacement of any defect in the workmanship, materials used and equipment installed in the Property, and the purchase 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 fulfillment 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. 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 BE ANY ALTERATIONS, PLEASE INSCRIBE YOUR SIGNATURE/INITIALS ON THE ALTERED PORTIONS. 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 reservation and purchase of the Property, I/we would like the purchase to be registered as follows:		
<input type="checkbox"/> Solely in my name	<input type="checkbox"/> In our names	<input type="checkbox"/> In the name of
___ Individual	___ Spouses	___ A corporation _____
___ Married to _____	___ Co-Owners	___ A partnership _____
		___ Trust Account _____

FOR INDIVIDUAL PURCHASER

Purchaser - Details must be consistent with all documents (i.e. valid ID and validated TIN)

Last Name		Suffix Name	First Name		Middle Name
Mother's Maiden Name					
Citizenship		Civil Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Legally Separated		Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM-DD-YY) []-[]-[]
Type of Valid ID	ID No.	Date Issued (MM-DD-YY) []-[]-[]	Place Issued:	Tax Identification No. (first 9 digits only) []-[]-[]	

Contact Details

Residence Address		No./Unit	Phase/Blk/Lot	Bldg./Street	
<input type="checkbox"/> Use this as mailing					
Barangay/Municipality		City		Country	Zip Code
Landline	Mobile Phone Number		E-mail address (Personal and Work)		
Office Address		No./Unit	Phase/Blk/Lot	Bldg./Street	
<input type="checkbox"/> Use this as mailing address					
Barangay/Municipality		City		Country	Zip Code
Landline	Mobile Phone Number		E-mail address (Personal and Work)		

Name and Contact Details of Purchaser's Contact Person (if any) Attorney-In-Fact(AIF) Contact person only

Last Name		Suffix Name	First Name		Middle Name
Citizenship					
Civil Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Legally Separated		Gender <input type="checkbox"/> M <input type="checkbox"/> F		Birthdate (MM-DD-YY) - for AIF only []-[]-[]	
Type of Valid ID	ID No.	Date Issued (MM-DD-YY) []-[]-[]	Place Issued:		
Residence Address		No./Unit	Phase/Blk/Lot	Bldg./Street	
Barangay/Municipality		City		Country	Zip Code
Landline	Mobile Phone Number		E-mail address (Personal and Work)		

Details of Spouse/Co-Owner - Details must be consistent with all documents (i.e. valid ID and validated TIN)				<input type="checkbox"/> Spouse	<input type="checkbox"/> Co-Owner
Last Name	Suffix Name	First Name	Middle Name		
Citizenship		Civil Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Legally Separated		Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM-DD-YY) [] [] - [] [] - [] []
Type of Valid ID	ID No.	Date Issued (MM-DD-YY) [] [] - [] [] - [] []	Place Issued:	Tax Identification No. (first 9 digits only) [] [] [] - [] [] [] - [] [] []	

Contact Details of Spouse/Co-Owner			
Residence Address	No./Unit	Phase/Blk/Lot	Bldg./Street
Barangay/Municipality		City	Country
			Zip Code
Landline	Mobile Phone Number	E-mail address (Personal and Work)	

FOR NON-INDIVIDUAL PURCHASER/S:

Purchaser - Details must be consistent with business registration documents (e.g. SEC Registration and validated TIN)

Company Name		Business Style			
Principal Office (complete address)		No./Unit	Phase/Blk/Lot	Bldg./Street	
<input type="checkbox"/> Use this as mailing address		Barangay/Municipality		City	Country
					Zip Code
Other Address (Please specify)		No./Unit	Phase/Blk/Lot	Bldg./Street	
<input type="checkbox"/> Use this as mailing address		Barangay/Municipality		City	Country
					Zip Code
Telephone nos.		E-mail address		Tax Identification No. (first 9 digits only) [] [] [] - [] [] [] - [] [] []	

Type of Business

<input type="checkbox"/> Agriculture, mining and fishing	<input type="checkbox"/> Wholesale and Retail Trade	<input type="checkbox"/> Manufacturing	<input type="checkbox"/> Government Services
<input type="checkbox"/> Financial Services	<input type="checkbox"/> Services (Hotels/Entertainment/Recreation)	<input type="checkbox"/> Construction and Real Estate	<input type="checkbox"/> Telecommunication
<input type="checkbox"/> Health care	<input type="checkbox"/> Logistics and Transportation	<input type="checkbox"/> Administrative and Support Services	<input type="checkbox"/> Others

Authorized Signatory/ies (if two or more signatories, please fill out another Reservation Agreement)

Last Name	Suffix Name	First Name	Middle Name		Designation
Citizenship		Civil Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Legally Separated		Gender <input type="checkbox"/> M <input type="checkbox"/> F	Birthdate (MM-DD-YY) - for AIF only [] [] - [] [] - [] []
Type of Valid ID	ID No.	Date Issued (MM-DD-YY) [] [] - [] [] - [] []	Place Issued:		
Other Address (Please specify)		No./Unit	Phase/Blk/Lot	Bldg./Street	
Barangay/Municipality		City	Country	Zip Code	
Telephone/Mobile nos.		E-mail address (Personal and Work)			

Name and Contact Details of Authorized Signatory/ies Contact Person (if any)

Last Name	Suffix Name	First Name	Middle Name	
Citizenship		Civil Status <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Legally Separated		Gender <input type="checkbox"/> M <input type="checkbox"/> F
Type of Valid ID	ID No.	Date Issued (MM-DD-YY) [] [] - [] [] - [] []	Place Issued:	
Other Address (Please specify)		No./Unit	Phase/Blk/Lot	Bldg./Street
Barangay/Municipality		City	Country	Zip Code
Landline	Mobile Phone Number	E-mail address (Personal and Work)		

PURCHASER'S PROFILE

For RESIDENTIAL UNITS (Condominium, Parking, House & Lot/Townhouse, Lot Only/Commercial - Individual and Non-Individual Purchasers) and OFFICE UNITS (Individual Purchasers)

Source of Funding: (Please check only one)

<input type="checkbox"/> Local							
<input type="checkbox"/> Overseas Filipino (Pls. Specify region)	Asia	Australia	US/Canada	Europe	Middle East	Seaman	Others
<input type="checkbox"/> Foreigner (Pls. Specify region)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Monthly Household Income: (Please check)

<input type="checkbox"/> P24,999 or less	<input type="checkbox"/> P50,000 - 99,999	<input type="checkbox"/> P250,000 - 499,999	<input type="checkbox"/> P1,000,000 - 1,999,999
<input type="checkbox"/> P25,000 - 49,999	<input type="checkbox"/> P100,000 - 249,999	<input type="checkbox"/> P500,000 - 999,999	<input type="checkbox"/> P2,000,000 and above

Occupation (Please check):

<input type="checkbox"/> Employed	<input type="checkbox"/> Professional	<input type="checkbox"/> Mixed Income Earner
<input type="checkbox"/> Self-employed	<input type="checkbox"/> Retiree	(Business income and Compensation)
<input type="checkbox"/> Freelancer	<input type="checkbox"/> Unemployed	<input type="checkbox"/> Others: _____

FOR RESIDENTIAL UNITS (Condominium, Parking, House & Lot/Townhouse, Lot Only/Commercial) - Individual and Non-Individual Purchasers

How did you know about the Project? (Please check all that applies)

<input type="checkbox"/> Word of mouth	<input type="checkbox"/> Online/Digital/Social Media
<input type="checkbox"/> Print Ads	<input type="checkbox"/> Referral
<input type="checkbox"/> Broadcast Media	<input type="checkbox"/> Exhibit/Booth/Sales Events
<input type="checkbox"/> Outdoor/Transit Ads	(pls. specify where) _____
	<input type="checkbox"/> Other sources

What is your primary purpose for buying? (Please check)

<input type="checkbox"/> Home/Own Use	<input type="checkbox"/> For Resale/ Buy& Sell
<input type="checkbox"/> For Leasing/Renting Out	<input type="checkbox"/> Others

Reason for Purchase (please check)

<input type="checkbox"/> Good Location	<input type="checkbox"/> Ayala Brand
<input type="checkbox"/> Reasonable Price	<input type="checkbox"/> Features/Amenities

SPECIAL INSTRUCTIONS (if any)

DATA PRIVACY

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 <https://www.ayalaland.com.ph/privacy-policy/> 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.

Signature Over Printed Name

I/We signify our conformity to the foregoing, and certify that all information provided above are true and correct; the Property was inspected through video, photos, and/or physical viewing; the Property is acceptable for my/our plans and purposes regardless of its physical state upon turnover and absence of any warranty on materials, workmanship and installations; and the broker/salesperson had explained to me/us the consequences assumed in purchasing the Property on an AIWI basis

BUYER/S:

_____ Signature over Printed Name PURCHASER	_____ Signature over Printed Name SPOUSE/CO-OWNER	_____ Signature over Printed Name ATTORNEY-IN-FACT (AIF)
_____ Date	_____ Date	_____ Date

The undersigned broker/salesperson certifies that he/she had advised the buyer of the consequences and risk assumed in purchasing the Property on an AIWI basis, and undertakes to keep the Developer-Seller free and harmless, and indemnify the same, for any alleged misrepresentation in the course of this sale and/or for any undertaking that the undersigned may have personally granted in favor of the above buyer.

Witnessed By:

Signature over Printed Name

PROPERTY SPECIALIST/SALES EXECUTIVE/BROKER

Date

BP Number

Contact No.: _____

Email Address.: _____

For internal use only

<input type="checkbox"/> ASM <input type="checkbox"/> TL <input type="checkbox"/> Sales Manager		<input type="checkbox"/> Sales Manager <input type="checkbox"/> Branch Manager <input type="checkbox"/> ASD <input type="checkbox"/> Division Manager		<input type="checkbox"/> Sales Director <input type="checkbox"/> Broker <input type="checkbox"/> Country Manager <input type="checkbox"/> RSD			
BP Number	Contact No.	BP Number	Contact No.	BP Number	Contact No.		
Sales Channel	BP Number	Seller Group	Marketing Assistant/Sales Admin	Marketing Partner _____			
Project Developments Acknowledgment (for manually held units)			Sales Location: <input type="checkbox"/> Local <input type="checkbox"/> International (please specify country of origin)				
Reservation Processor	Reservation Date	Customer No.	Contract Number	Company Code	Business Entity	Rental Object	Date Processed