

I/We hereby offer to buy, under the terms and conditions below, the following property (the "Property"):

<input type="checkbox"/> Condominium Unit (<input type="checkbox"/> Commercial <input type="checkbox"/> Residential) <input type="checkbox"/> Parking Slot						
Project:	Building:	Floor:	Unit No.:	Floor Area:	Unit Type:	Parking Slot No:

<input type="checkbox"/> House & Lot or <input type="checkbox"/> Lot Only						
Project:	Phase:	Block:	Lot Number:	Lot Area:	House Model:	Floor Area:

for and in consideration of _____ PESOS (P _____) (hereinafter referred to as "Purchase Price"), inclusive of the costs of the Value Added Tax (hereinafter referred to as "VAT") and other government taxes and fees and expenses necessary to effect the transfer of the title of the Property to my/our name, which shall be for my/our account. I/We acknowledge that the cost of documentary stamp tax, real estate transfer tax, registration fees and other fees or charges (hereinafter referred to as "Other Charges") required for the registration of this sale and issuance of the new Transfer Certificate of Title /Condominium Certificate of Title in my/our name as well as any adjustments thereon shall be for my/our account, which shall be paid prior to the transfer of the title and in accordance with my/our chosen payment scheme.

TERMS AND CONDITIONS

- As proof of my/our interest to purchase the Property, I/we hereby tender the sum of: _____ PESOS (P _____) as Reservation Fee, inclusive of VAT, in order to reserve the Property of our intended purchase which shall be effective for a period of thirty (30) days from your receipt of the Reservation Fee. I/We understand and acknowledge that the Reservation Fee shall not be refunded to me/us should I/we discontinue with this reservation for any reason, or should I/we otherwise fail to submit all documentary requirements, including the Reservation Agreement, for the approval of my/our reservation before the lapse of thirty (30) days from date of delivery of Reservation Fee. I/We will hold your Company free and harmless for thereafter releasing and offering the Property to other interested buyers. I/We acknowledge that in the event our application to purchase the Property is accepted, the Reservation Fee shall automatically form part of the required downpayment and/or Purchase Price.
- Then I/we shall remit, within the period required by you, the downpayment of _____ PESOS (P _____) equivalent to _____% of the Purchase Price, net of reservation deposit, inclusive of VAT, in accordance with the Schedule of Payment attached hereto as Annex A, without need for further demand.
- Thereafter I/we shall further remit to you the balance of the Price in the sum of _____ PESOS (P _____), inclusive of the VAT, in accordance with Annex A, without need for further demand.
- I/We hereby acknowledge and agree that you have sole option whether or not to accept this Reservation, and that all rights that may pertain to me/us by virtue or on account hereof, are **non-transferable**.
- In the event the Property is found unavailable for sale for any reason whatsoever, I/we agree to hold you free and harmless from any liability whatsoever and that you shall have the option of exchanging the Property with another similar unit/lot/property in the Project, as applicable, or otherwise cancel this Reservation Agreement. Should there be no substitution or should the substituted unit/lot/property be unacceptable to me/us, I/we shall hold you free and harmless from any liability for canceling the Reservation Agreement, subject to reimbursement to me/us of all payments made, without interest.
- The Reservation Fee and all such sums that I/we shall remit to you under this Agreement (inclusive for the VAT and/or Other Charges) shall be applied against the Purchase Price of the Property, provided, however, that the sale to me/us of the Property may be made only upon issuance of the appropriate permit by the Housing and Land Use Regulatory Board, and shall be subject to the applicable Master Deed with Declaration of Restrictions or Deed of Restrictions covering the Property and/or the Project, including any amendments or supplements thereto, and of any restrictions, conditions and covenants as may be imposed as voluntary easements as and being part of the subdivision or condominium project (the "Project") where the Property is located.
- In this event, should I/we fail to remit any of the sums or make any of the payments stipulated herein on or before the due dates stated above or otherwise comply with any term or condition of this Reservation, you shall have the right to cancel this Reservation Agreement and forfeit all payments made as liquidated damages or seek specific performance of my/our obligations herein and charge interest at the rate of Two Point Five Percent (2.5%) per month (or fraction thereof) of the unpaid amount, for every month (or fraction thereof) of delay in remitting to you the amount due. Late payments will only be accepted upon payment of interest and penalty charges. Should there be a cancellation of this reservation, the same shall automatically vest upon you full authority to sell and dispose of the Property subject of this Reservation Agreement.
- I/We confirm that I/we have studied and verified the Project site and its proximate location and layout of my/our requested Property and I/we find it acceptable and satisfactory. I/We acknowledge that I/we have independently ascertained and evaluated all material facts and technical information related to the purchase of the Property and that I/we are satisfied with what has been explained to me/us by the Property Specialist/Broker who assisted me/us.
- I/We further understand that:
 - The size and/or numbering of the Property is subject to adjustments in accordance with the approved building plan or amendments thereon. Pursuant hereof I/we hereby acknowledge and agree that you have the right and discretion to revise, alter and/or modify the Property and the Project without need of prior notice and consent.
 - Any and all payments made to a party other than to you shall be at my/our sole and exclusive risk and responsibility, and shall not make you answerable in any way therefor. You shall have the right to refuse to accept or confirm payments on account of the purchase of the Property unless remitted to or paid directly at your office at the 10/F One E-Com Center Building, Harbor Drive, Mall of Asia Complex, Pasay City, to an officer authorized by you to receive payments of this nature and duly validated by your Company's provisional or official receipt duly issued by your authorized officer or cashier. All checks for payment shall be crossed and shall be made payable only to the Company under its corporate name as follows: **COSTA DEL HAMILO, INCORPORATED** and that no delivery of checks or monies to any individual, Property Specialist/Broker or your employee for safekeeping or transmittal to your Company shall constitute payment to the Company unless and until actually received and duly receipted by the Company's cashier.
 - In case I/we permitted to issue checks for foreign currencies, or if payments are made through foreign remittances in the manner authorized by you, such checks or remittances shall be credited only as converted to their value in Philippine currency based on the prevailing buying rate of your company's designated bank upon clearing of funds net of any applicable charges. In case of underpayment, payment shall be made on the last installment or last payment due (for balloon payments). In case of overpayment, the last installment or last payment due (for balloon payments) shall be adjusted accordingly. I/we shall shoulder all bank fees, charges and taxes upon remittances or conversion of foreign currencies.
 - Notice to me/us sent by registered mail or by personal delivery to the address as stipulated in this agreement shall be considered received and is sufficient compliance with all requirements of notice as may be required.
- This document represents the entire agreement in respect of my/our reservation of the Property. Any and all stipulations, reservations, agreements, or promises, orally or otherwise, not contained herein or not reduced in writing and signed by your duly authorized representative shall not be binding upon you.
- I/We understand and agree that by signing below or, in case of online or electronic processes, upon clicking the applicable icon or button, I am/we are giving my/our full consent to the Company and its subsidiaries and affiliates, as well as its partners and service providers, if any, to collect, store, access and/or process my/our Personal Data, such as my/our name, IDs, age, contact details, and other personal data, whether manually or electronically, for the period allowed under the applicable law and regulations, for the purposes of documentation, billing and collection, titling and registration, profiling, direct marketing, data sharing and/or receipt of notices, updates, service or administrative announcements related to the property and/or club share purchase and other discounts, promos, sales, advertisements, events, marketing activities and commercial communications of the Company, as well as to the publication of my/our name should I/we win any promotion. I/We acknowledge that the collection and processing of my/our personal data is necessary for such purposes. I am/We are aware of my/our right to be informed, to access, to object, to erasure or blocking, to damages, to file a complaint, to rectify and to data portability, and I/we understand that there are procedures, conditions and exceptions to be complied with in order to exercise or invoke such rights. I/We further authorize the Company to provide to any government body or agency and/or private entities any information submitted and pertaining to this sale and purchase, if so warranted and required under existing laws and/or as may be necessary or related to the fulfillment of this sale and purchase, for the availment of certain benefits granted by the SM Group of Companies, and for purposes of providing services or for other reasonable purposes which are related to the services that the Company provides or improvements/upgrades in its systems and business processes, including but not limited to data analytics and automated processing, and hereby hold the Company free and harmless from any incident, claim, action or liability arising therefrom. I/We further authorize the Company to endorse my/our Contract to Sell (CTS)/Account to its accredited banks pertaining to the property purchased with the Company for possible end-user financing and/or for availment of CTS financing, to take out the remaining balance of my/our CTS and fully pay my/our balance with the Company. By signing herein, I/we hereby certify that all information disclosed and submitted are true and correct and no further verification is needed. However, in case there is a need to verify certain information, I/we fully give my/our consent to the Company or to the accredited banks for further verification.

	RECOMMENDING APPROVAL:	APPROVED BY:
BUYER'S SIGNATURE OVER PRINTED NAME/DATE	PROPERTY SPECIALIST/BROKER	
Mailing Address:	SALES MANAGER	
	SALES DIRECTOR	