



RESERVATION AGREEMENT

I/We hereby manifest my/our intention and offer to purchase from New Pacific Resources Management (SPV-AMC), Inc. ("Seller") the following property (the "Property") and request that the Property be reserved for my/our purchase:

Project THE BEACON	Floor Number
Unit Number	Area square meters more or less
	Unit Type

for a purchase price of PESOS: _____ (P. _____), Philippine Currency (the "**Purchase Price**"), inclusive of value-added tax if applicable but exclusive of other charges, to be paid by me/us in the manner chosen by me/us as indicated in the attached duly signed **Computation Form**. I/We understand that the Purchase Price as aforesaid is valid only for the payment scheme which I/we have selected herein and for the manner of payment stated in the duly signed **Computation Form**. 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 duly signed **Computation Form**. I/We hereby request that the Property be reserved for me/us and for this purpose, I/we enclose herewith the amount of Pesos: _____ (P. _____) 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 30 calendar days from my/our payment of the Reservation Fee or up to _____ (the "**Reservation Period**"). I/We understand that the Reservation Fee is **non-refundable**. Should I/we decide to cancel my/our reservation herein, or should I/we fail to pay any amount due under the duly signed **Computation Form** on the due date therein stipulated, whether such failure to pay is due to my/our decision not to proceed with the purchase of the Property or due to a delay in the release of the loan proceeds to be used to finance the 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 the in-house financing program of the Seller, or bank financing 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 or Seller (as applicable), together with all the necessary supporting requirements/ documents for the processing of my/our application. In case of bank financing, I shall solely be responsible for causing the release of the loan proceeds to the Seller within the payment period within the payment period prescribed under my/our chosen payment scheme. I/We acknowledge and agree that in-house or bank financing is not guaranteed. Any form of financing is subject to the bank/institution's or Seller's requirements and/or terms and approval. In the event that my/our loan application is disapproved, or not processed, or approved for a lower amount than that applied for, I/we hereby undertake to pay to the Seller whatever balance is still outstanding or, in case of approval for a lower amount, to pay the difference not later than the period prescribed herein for payment under my/our chosen payment scheme.
3. In the event I/we shall fail to pay the Seller any of the amounts due in relation to my/our purchase of the Property, or fail to comply with my undertakings hereunder, or fail to execute the relevant contract to sell and/or deed of absolute sale for the Property, or comply with any of 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 damages; (ii) penalty charges 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; (iii) real estate broker's commission, if any; and (iv) any unpaid charges and dues on the Property.
4. I/We hereby undertake to execute the contract to sell upon my/our payment of the relevant downpayment, and the deed of absolute sale upon my/our full payment of the Purchase Price and all amounts due on my 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.
5. I/We understand and agree that this Reservation Agreement only gives me/us the right to purchase the Property subject to the fulfillment of the conditions herein stated. No other right, title or ownership is vested upon me/us by the execution of this 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.
6. I/We understand and agree 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 therewith.
7. By my execution of this Reservation Agreement and payment of the Reservation Fee, I/we am signifying my/our intention to purchase specifically the Property described above and having the specifications set forth in the Unit Lay out as attached.
8. 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.
9. I/We 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 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 personal information given by me/us. I/We also warrant that the funds used and to be used in purchasing the Property 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 authorize the Seller to provide to any government body or agency any information pertaining to this sale and purchase, if so warranted and required under existing laws, and hereby hold the Seller free and harmless from any incident, claim, action or liability arising from the breach of my/our warranties herein.

*Cash payments should be remitted directly to our cashier at Head Office in 10/F Jaka Building 6780 Ayala Avenue, Makati City. For check payments, payee should be New Pacific RMI.

* Payment deposits acceptable also thru Rizal Commercial Banking Corp (RCBC) Savings Bank, RCBC Commercial and Philippine National Bank (PNB)

PREFERRED PAYMENT SCHEME (Please indicate preferred scheme)

In connection with my reservation and purchase of the Property, I/we would like the purchase to be registered, as follows:

- | | | |
|---|---|---|
| <input type="radio"/> Solely in my name | <input type="radio"/> in both my/our names :
Spouses _____ | <input type="radio"/> in the name of :
A corporation |
| _____ | Co-owners _____ | A partnership |

(Please indicate full name)

Permanent Address (to be reflected in the Contract to Sell)

Customer

Signature Over Printed Name

Date: _____

Customer's Spouse

Signature Over Printed Name

Date: _____