



I hereby manifest my intention and offer to purchase from SM DEVELOPMENT CORPORATION (the "Company") the following property (the "Property") and requests that the Property be reserved for my purchase under the agreed price, terms and conditions indicated below:

Table with reservation details including Buyer/s, Net Selling Price, The "Property" (Project, Unit No.), Approximate Unit Area, Unit Type, Other Charges, and Remarks/Chosen Payment Scheme.

TERMS AND CONDITIONS

RESERVATION PROVISION

1. As proof of my interest to purchase the Property, I hereby tender the sum of:

Table for reservation amount: PESOS and PHP.

as Reservation Fee, exclusive of VAT, in order to reserve the Property for our intended purchase which shall be effective for a period of thirty (30) days from delivery of the Reservation Fee. I understand and acknowledge that the Reservation Fee is non-refundable.

- 2. I acknowledge that the Company reserves the right to accept or deny this request for reservation and is non-transferable.
3. In the event the Property is found unavailable for sale for any reason whatsoever, I agree to hold the Company free and harmless from any liability whatsoever and that it shall have the option of exchanging the Property with another similar unit/lot/property as applicable or otherwise cancel this Reservation Agreement.

PAYMENT AND PAYMENT MODES

- 4. I acknowledge that in the event my application to purchase the Property is accepted, the Reservation Fee shall automatically form part of the required downpayment.
5. In case I am permitted to issue checks of foreign currencies, or if payments are made through foreign remittances in the manner authorized by the Company, such checks or remittances shall be credited only as converted to their value in Philippine currency based on the prevailing buying rate of the company's designated bank upon clearing of funds.
6. All payments shall be made on or before their respective due dates without the necessity of any demand or any legal or judicial action.

SALES DOCUMENTS AND OTHER BUYER REQUIREMENTS

- 7. Should I fail to pay any of the amounts due in relation to my purchase of the Property, or fail to submit the required documents and execute the relevant contract to sell and deed of absolute sale for the Property, or fail to comply with any of the terms of my purchase, the Company shall have the sole option to (i) cancel the sale and forfeit in its favor all payments made, including the Reservation Fee, to be applied as liquidated damages; and/or (ii) impose penalty charges at the rate of 3% per month (or fraction thereof) of delay on the unpaid amount.
8. Unless otherwise provided, my Contract to Sell for the Property shall be prepared only after I shall have submitted to the Company all necessary documents and post-dated checks in such amounts and on such dates as are in accordance with the Schedule of Payment.
9. I understand and agree that this Agreement only gives me the right to purchase the Property subject to the fulfilment of the conditions herein stated.
10. I agree and understand that my 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 certificate of title to the Property as a lien thereon, and which covenants and restrictions I undertake to faithfully and strictly comply with.

AGREEMENTS AND OTHER CONDITIONS

- 11. I confirm that I have personally inspected the plans and specifications of the Property, studied and verified the Project site and its proximate location and layout of my requested Property and I find the same to be acceptable and satisfactory.
12. I hereby authorize the developer of the Project to organize the Project's governing homeowner's association or condominium corporation, as applicable.
13. I warrant that the information which I provided herein, whether personal or corporate, is true and correct as of the date hereof and agree to directly and personally inform the Company in writing of any changes in my personal data such as but not limited to name, address and/or status.
14. This document represents the entire agreement in respect of my 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 the Company's duly authorized representative shall not be binding upon the Company.
15. If there are two (2) or more of us signing as buyers, I understand that our obligations under this Agreement shall be deemed contracted by us in a solidary manner.

Table for signatures: BUYER, PROPERTY SPECIALIST / BROKER, SALES MANAGER, BUYER, SALES DIRECTOR, SALES HEAD.