

# Phuket PAVILIONS



## Villa and Land Lease Reservation Form

LS Pavilion Development Co., Ltd., of 382/77 Moo 1, Srisoontorn Road Cherngtalay, Thalang, Phuket, Thailand represented by its directors Mr. \_\_\_\_\_ (the "Company") agrees to sell and to let and \_\_\_\_\_ having its / his address at \_\_\_\_\_ of the other part (the "Buyer") agrees to:

1. Buy Villa No. \_\_\_\_\_ of Phuket Pavilions at Bang Thao Beach, Phuket, Thailand (the "Villa") at the purchase price of Baht 8,750,000 and
2. Lease a parcel of land ("Parcel") upon which the Villa is to be built at the rental of Baht 8,750,000 for a period of 30 years with two options to renew for two additional consecutive 30-year periods thereafter.

(The aggregate Villa Purchase Price and the Land Lease Price in the amount of Baht 17,500,000 is hereafter collectively referred to as the Purchase Price.)

### Terms & Condition

1. The Purchaser hereby agrees to pay a reservation fee of Baht 200,000 (the "Reservation Fee") to the Company within 7 working days from the date of this Reservation to the Company's bank account:

Bank of Asia  
Phuket Town Branch, 206 Phuket Road, T. Taladyai, A. Muang, Phuket 83000 Thailand  
Account name: LS Pavilion Development Co., Ltd.  
Account number: 021-2-54674-1  
Swift Code: BKASTHBK  
Instructions: Reservation fee for Villa No. [ ] of Phuket Pavilions

2. In such case where the Reservation Fee is paid in a form other than cash, the Reservation shall only become effective upon clearance of said funds to the Company's account in full. It is the Purchaser's responsibility to inform the Company of the remittance details.
3. The Purchaser agrees to enter into a Sale and Purchase Agreement for the Villa, and a Land Lease Agreement in respect of the Parcel, and a Exclusive Management Agreement (the "Agreements") with the Company or its subsidiaries within 30 days from the date hereof or such other date as may be agreed by the parties in writing.
4. The Purchaser acknowledges and agrees that in the case where the Purchaser fails to enter into the Agreements within 30 days or other agreed time, the Company shall be entitled to forfeit the Reservation Fee, and the Company shall also be entitled to dispose of the Villa as it sees fit without prior notice to the Purchaser. Further, the Purchaser shall have no rights or claims whatsoever against the Company or its subsidiaries in these circumstances.
5. The Purchaser shall not be allowed to assign its rights and obligations to any third party without the prior written approval of the Company.
6. The Purchaser agrees that this reservation is subject to the Company's acceptance.
7. The Villa is for residential use only.
8. Each party shall pay its own legal costs and applicable taxes charged by the Thai Government.
9. This Reservation, when signed and accepted by the Company, shall be legally binding and shall be governed by the laws of Thailand.

SIGNED BY THE COMPANY:

SIGNED BY THE PURCHASER

\_\_\_\_\_  
\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)