

ROCKLEY RESIDENCES
GOLF CLUB ROAD, ROCKLEY, CH. CH.
RESERVATION AGREEMENT

In consideration of the payment by the Purchaser(s) to the Vendor of a Reservation Fee of **\$10,000.00**, the Vendor and the Purchaser(s) whose name(s) appear below have, subject to contract, provisionally agreed to the sale and purchase of the below mentioned condominium unit on the following terms:

Date of this Agreement		
Vendor	Rockley Luxury Villas Inc. of Suite 1 Rendezvous Court, Rendezvous, Christ Church	
Telephone	(246) 230 4332 email: ron@luxecaribbeanproperties.com	
Vendor's Attorney-at-Law	Michael Fitzwilliam, SC of Fitzwilliam Stone & Alcazar, Fitzston House, Pine Plantation Rd, St Michael	
Purchaser(s)	First – Middle – Last Name	First – Middle – Last Name
Address		
Telephone - home		
Telephone – cell		
Telephone - work		
Email		
Purchaser's Attorney-at-Law Contact information	Name..... Address..... T..... F..... E.....	
Condo Unit # & description	A _____ Bedroom Unit # _____ in Building _____ on the _____ Floor The final size of the unit will be ascertained from the approved Key Plan of the unit. The unit does/does not (choose one) include a separate storage room	
Purchase price of the unit	US\$	(Bds\$)

IT IS AGREED as follows:

1. Purchaser's Obligations

- a) On receipt of the of the agreement for the sale and purchase of the unit ("the Agreement") which is to be provided by the vendor to the purchaser the purchaser will:

- i) Sign the Agreement and provide same along with the balance required to make up a deposit totalling 10.0% of the purchase price.
 - ii) Return the signed Agreement to the Vendor
 - iii) Arrange for financing to be in place to meet the scheduled payment deadlines.
- b) The Purchaser undertakes to deliver the signed Agreement to the Vendor within **45 days** after the Agreement is first sent to the Purchaser's Attorney-at-Law

2. Reservation

- a) If the Purchaser does not sign the Agreement within **45 days** after the Agreement is first sent to the Purchaser's Attorney-at-Law, the Vendor shall be entitled to sell the unit to some other person. The Purchaser's Reservation Fee will be returned to the Purchaser once a suitable buyer has agreed to purchase the said unit and has paid their Reservation Fee.
- b) If and for so long as the Purchaser shall comply with the Purchaser's Obligations under this agreement, the Vendor shall not seek other buyers for the unit or negotiate or agree with anyone other than the Purchaser for the sale of the unit.

3. Credit towards deposit

The Vendor shall apply the reservation fee paid by the Purchaser under this agreement in reduction of the 10% deposit payable by the Purchaser if the Purchaser signs an agreement for the sale of the unit and delivers the signed agreement and the balance of the deposit to the Vendor's Attorneys-at-Law as herein provided.

4. Conditions for refund of Reservation Fee

- 5. The Reservation Fee shall be refundable to the Purchaser once the Purchaser notifies the Vendor prior to the expiration of the **45 days** mentioned in Clauses 1. b) and 2. a) above that the Purchaser is not proceeding with the purchase of the unit, the Vendor will refund the Reservation Fee to the Purchaser but only after another person agrees to purchase the unit signs an agreement for the sale and purchase of the unit and pays their Reservation Fee.

6. Miscellaneous definitions and interpretation

- a) The headings appearing in this Reservation Agreement shall not affect interpretation.
- b) This Reservation Agreement:
 - i) does not form part of any other agreement;
 - ii) is personal to the Purchaser, and the Purchaser's nominee but cannot be transferred or assigned.
- c) Any notice given in relation to this agreement shall be in writing and may be sent by any of email or fax or registered mail or delivered by hand:
 - i) to the Purchaser's contact information noted on page 1 of this Reservation Agreement
 - ii) to the Vendor at the address or email noted on page 1 of this agreement

A copy of the notice shall also be sent by email, fax, registered mail or delivered by hand to the parties' Attorney-at-Law

IN WITNESS WHEREOF this Agreement is executed by the parties hereto as follows:

Signed by the Vendor Date

Witness.....

Signed by the Purchaser(s) Date

..... Date

Witness.....