



## Reservation Agreement

This Agreement is made on the 18th of June 2024, by and between:

1. **Mr. Sami Aftab Mian** (the Seller), holder of UK passport number 556844619, the sole and exclusive owner of the condominium C3, a 195 sqm Foreign Freehold unit at The Heights Kata, Karon, Muang, Phuket Province 83100, Thailand (the "Property"); and
2. **Mr. Jackie Deleage** (the Buyer) holder of French passport number 22DF97426, and residing at 8 bd. Des Matelots Port Nature, Village Colline 2, Agde 34300, France, who wishes to purchase the Property.
3. **Phuket Luxury Homes** ('the Agent'), a limited liability company registered pursuant to the Laws of Thailand, having its registered address 73/11 Moo 7, Soi Samakki 2, T. Rawai A. Muang, Phuket, 83130

### WHEREAS:

- A. The purpose of this agreement is to allow 30 days from the date this agreement is executed for the Seller and Buyers to come to mutually agreeable terms and sign a binding Sale and Purchase agreement (Reservation Period).
- B. the Seller agrees to sell and the Buyer agrees to buy a Foreign Freehold condominium together with rights to the common property known as The Heights Condominium Unit C3, including all furniture and fixtures contained therein according to the List of Furniture (as per Attachment) (hereinafter referred to as "Furniture"). The condominium no. 251/48 Floor no. 3, Building no. 14, Karon Sub District, Muang Phuket District, Phuket Province, Thailand, having the Condominium registration no. 11/2551, located on the Land Title Deed No. 35480, 38366, 38367, Karon Sub District, Muang Phuket District, Phuket Province, having an area of 195.18

Square meters as appears on the copy of said Condominium title deed attached hereto (as per Attachment) which it shall be deemed an integral part of this Agreement.

**NOW THEREFORE**, all parties do hereby agree to enter into the Agreement herein and agree to formalize the necessary agreements for Sale & Purchase of the property on the Terms & Conditions as described herein:

1. The Seller and the Buyers agree that the total Purchase Price of the Property is 19,700,000 THB (Nineteen Million seven Hundred Thousand Thai Baht only).
2. The Buyers, as a sign of good faith, will upon signing the agreement herein pay a non-refundable holding deposit of 10% or 1,970,000 THB (One million Nine Hundred and seventy Thousand Baht only) into the "escrow" account of Phuket Luxury Homes. (Details below).

Bank: Siam Commercial Bank (SCB)  
Account No: 430-004212-0  
Account Name: Phuket Luxury Homes Co., Ltd  
Branch: Tesco Lotus, Chalong, Phuket, Thailand  
Swift Code: SICOTHBK

3. For the reservation period the Seller agrees to remove the above property from the market and not to sell the property to any other party.
4. The Buyer shall have until the 18st of September 2024 to review and execute the Sales and Purchase Agreement and transfer the balance of 17,730,000 Baht (Seventeen million seven hundred and thirty thousand Baht) to the seller by a bank cheque that will be transferred to the seller at the land office the day of the ownership transfer.
5. In the event that the Buyer does not wish to complete the purchase upon its appointed attorney's declaring the title to the property is not clear or the Seller defaults under the terms of the agreement, then the Buyer shall be entitled to a full refund.
6. In the event that the Buyer does not wish to complete the purchase as provided in the terms of this agreement for any other reason than clause 5, then the Seller will retain the reservation deposit less a 5% deduction which shall be forwarded to the Agent to cover administration fees.
7. Buyer's clause for a flexible payment schedule due to uncertain timing of release of funds. Both parties agree to conclude the sale on September 18, 2024, but in case of failure due to financing conditions (life insurance), this date will be postponed to October 18, 2024. The Buyer acknowledges and accepts that payment of the full amount of the Property will be made over a period of three months up to September 18, 2024. The buyer undertakes to pay a deposit equivalent to 10% of the total amount of the sale when signing the reservation agreement.

The Buyer commits to make the final 90% payment as per this agreement and requests the flexibility to delay the completion date until October 18th, 2024 in line with the Life Insurer's release of the Buyer's funds. The Buyer undertakes to provide full documentation from his Life Insurer regarding any delays in the release of his funds.

8. In the event the Seller does not wish to complete the sale as provided in the terms of this agreement, then the Buyer shall be entitled to a return of the deposit with no deductions whatsoever and the Agent shall have no further obligations or liabilities regarding this agreement. If the Seller has unreasonably withdrawn from the sale, then the Seller may be liable for expenses and legal fees incurred by the Buyer and Agent.
9. The Buyer and the Seller agree not to take any action that would circumvent the Agent from the transaction and wholly accept the Agent and its agency agreement with the Seller.
10. Conditions of sale:
  - a. The Buyer and Seller agree to share equally the transfer fees and taxes of the property.
  - b. The Buyer agrees that upon execution of the Sales and Purchase Agreement, to pay the purchase price (less 10% holding deposit) to the Seller by a bank cheque that will be transferred to the seller at the land office the day of the ownership transfer.
  - c. According to the Thai Condominium Act, the Buyer will remit the purchase price (less 10% holding deposit) in foreign currency and shall not convert the purchase price into Thai Baht before making the funds transfer.
  - d. The Buyer shall be liable for any remittance fees associated with the transfer of funds. The Seller or its representative shall issue a receipt for each and every payment made under this reservation agreement by the Buyer.
  - e. The Seller will be responsible for obtaining evidence representing the inward remittances issued by the Seller's Thai Bank and provide the same to the Buyer.
  - f. The property is sold furnished and includes all items listed in the inventory which will be recorded in writing and attached to the Sales and Purchase Agreement.

Agreed and Accepted

Buyer:           Signed:

                  Name:     Mr. Jacquie DELEAGE

                  Date:     18 June, 2024

Seller:           Signed:

                  Name:     Mr. Sami Aftab Mian

                  Date:     18 June, 2024





Annexe 3 -Condominium Title











































































