

GOLDEN HAVEN MEMORIAL PARK, INC.

PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this _____, in _____, Philippines by and between:

GOLDEN HAVEN MEMORIAL PARK, INC. a domestic corporation duly-organized and existing under and by virtue of the laws of the Philippines, with address at _____, Philippines, represented herein by _____ and _____, herein referred to as SELLER,

_____ (Citizenship), of legal age, with residence and postal address at _____, herein referred to as BUYER.

WITNESSETH:

I. THE PROPERTY

The BUYER agrees to purchase and the SELLER, for and in consideration of the payments to be made by the BUYER and the terms and conditions hereinafter set forth, agrees to sell, transfer and convey the right for interment purposes only, the following described memorial lots, hereinafter referred to as "property", within the cemetery of the SELLER at _____ as per maps on file in the office of the SELLER.

Section _____	Block _____	Lot _____	Down payment	_____
Inventory Classification	_____	_____	DP schedule _____ to _____	_____
			DP amortization _____	_____
Lot Price	_____		Discount (if any)	_____
Maintenance Care Fund	_____		Balance Due	_____
Total Price	_____		Monthly Amort	_____ () mos

II. THE PAYMENTS

A.) For and in consideration of the agreement to sell the above-described property, BUYER hereby agrees to pay the SELLER the sum of _____ AND 00/100 PESOS Philippine Currency (Php _____) representing the total purchase price of the aforesaid property and the sum of _____ AND 00/100 PESOS (Php) as contribution to the Maintenance Care Fund, the sum total of both to be paid by the BUYER as follows, to wit:

1.) The amount of _____ AND 00/100 PESOS (Php _____) shall be paid upon signing of this Agreement and such amount shall be considered as down payment and part of the whole consideration in the event that the BUYER faithfully and judicially complied with his undertaking contemplated in this Contract. Otherwise, it will be considered as Option Money for the duration of the period given the BUYER within which to comply with his obligation hereunder specified;

2.) The balance of _____ AND 00/100 PESOS (Php _____) exclusive of interest at _____ % per annum, shall be paid in a monthly installment of _____ AND 00/100 PESOS (Php _____) for months starting on _____ and every _____ day of the month thereafter until the entire balance has been fully paid. In case of default in the payment of any installment and/or amounts due or a portion thereof on due date, a penalty of 4% per month, shall be charged thereon, and the remaining unpaid balance with accrued penalty charges shall immediately become due and payable.

B.) The BUYER undertakes to pay all the herein mentioned obligations punctually at the principal office of the SELLER, through a collecting bank, through an accredited payment center, through an accredited company collecting officer or through the website. Payments may be in cash, cheque, or credit card. However, payments made under any alternative modes such as cheques, substitute notes, and etc., shall only produce valid payment only when the same has been en-cashed.

III . CANCELLATION

A.) It is likewise agreed that upon failure of the BUYER to pay any of the installment and/or the amounts due or any portion thereof including the accrued interest and penalty or should any of the covenants or agreements contained therein remain unperformed by the BUYER for a period of sixty (60) days after the same was to have been performed or failure of the BUYER to comply with any of the terms and conditions herein mentioned, the SELLER has the absolute right to cancel this Agreement, without the necessity of court intervention or declaration to that effect, by giving the BUYER written notice of cancellation. Any refund, in proper cases, shall be governed by the appropriate laws, rules and regulations in effect at the time of the signing of this Agreement;

B.) Should this Agreement be cancelled, the SELLER or any of its authorized representative without need of court intervention and prior notice, may re-enter the above described property and hold, sell or dispose the same without any liability to the BUYER, and retain all payments made by the BUYER prior to such re-entry as liquidated damages subject to the provision of the immediately preceding paragraph. Instead of resorting to cancellation, SELLER at its sole option and discretion may elect to restructure BUYER's loan or indebtedness. It is understood, however, that the BUYER's default in the payment of any of the above stated down payments or installments shall render the entire obligation automatically due and demandable and in that event, all discounts and interest free concessions previously granted shall be deemed nullified and the discounts shall be added back to the above purchase price and appropriate penalty as agreed upon herein shall be imposed.

C.) It is further agreed that any waiver or consideration which shall be made by the SELLER with respect to any violation or omission of the terms and conditions of this Agreement or with respect to any of the above-mentioned defaults shall not, in any manner, be construed or interpreted as a waiver or renunciation by the SELLER of any of its rights contained herein, in case of any subsequent breach or default on the part of the BUYER.

D.) No interment shall be made unless the entire amount is fully paid. However, if for some exceptional reason interment is allowed despite non-payment in full of the outstanding obligation, or if the interment space purchased under this Agreement consists of integral plots, where blocks are considered as whole unit and therefore indivisible and BUYER has defaulted in the monthly installments after interment has been made thereon, the SELLER, upon the exercise of its rights to cancel this Agreement for non-payment of the monthly installment due or for violation of the terms and conditions herein set forth, shall have the right, without any prior notice to the BUYER to transfer the remains already interred in the garden area or family estate or lawn lot to a lot or space especially reserved for them by the SELLER at the SELLER's choice. BUYER further agrees that in the event of such default and subsequent transfer to a lot or space especially reserved for them, all payments made by him in excess of the contract price of the lot or space especially reserved for them to which the remains may be transferred shall be deemed forfeited in favor of the SELLER. Thereafter, the ownership of the garden area or family estate or lawn lot specified in this agreement shall revert to the SELLER.

E.) In the event, that the Buyer cancels or withdraws for any reason whatsoever, or fails to comply with any of his obligations and/or undertaking under this agreement, then the SELLER, subject to its rights herein, shall refund the BUYER, of the amount hereto paid, less: a) reservation fees, which shall be forfeited in favor of the SELLER, b) an amount equivalent to 30% of the actual purchase price as liquidated damages, c) the broker's commission, if any; and d) any unpaid charges and dues on the unit other than the installment balance. Upon receipt of notice from the BUYER of such cancellation, the SELLER shall be free to dispose of the unit covered hereby, as if the agreement had not been executed.

IV. PAYMENT/S AFTER NOTICE OF CANCELLATION

It is hereby agreed that the running of the grace period shall not be affected by any payments made by the BUYER on the contract price, or any installment thereof after the SELLER has made its final notice of cancellation, and in the event the BUYER defaults again in his monthly installment or obligation, there will be no more grace period to be given to him and the SELLER shall proceed with the cancellation of this Agreement as mentioned in part III-A hereof

V. EXCHANGE OF INTERMENT LOTS

Should the above property be not satisfactory or acceptable to the BUYER for any reason, he may, with the consent of the SELLER exchange or substitute the said property for other similar unsold interment property within the cemetery of the SELLER provided that the BUYER requests such exchange in writing within thirty (30) days from date of acceptance of this PURCHASE AGREEMENT by the SELLER, provided further that no interment has yet been made therein. Exchange credit will be given for the amount already paid on principal and maintenance care less transfer fee, penalties and other charges and fees imposed and/or imposable against the BUYER.

VI. DEED OF SALE/CERTIFICATE OF OWNERSHIP

After the full payment of the purchase price covering the subject unit and the contribution to the Maintenance Care Fund, including payments of accrued interest and penalty if any, by the BUYER, and the submission of all documentary requirements as required by the SELLER, including any competent proof of identity, such as SSS ID, TIN ID, LTO license card, Passport, and etc., the SELLER will issue a DEED OF SALE and CERTIFICATE OF OWNERSHIP covering the said property subject to all Rules and Regulations of the SELLER and the pertinent laws of the Republic of the Philippines now existing or which may hereafter be adopted for purposes of management and administration of the cemetery. BUYER agrees to abide and be bound by all such rules and regulations governing the cemetery of the SELLER.

In case the BUYER fails to submit any documentary requirement or competent proof of identity, the SELLER shall give the BUYER a period of thirty (30) days after full payment of the purchase price within which to submit the same, otherwise such failure to comply shall constitute a ground for cancellation under Section 3, paragraph E hereof.

VII. TRANSFER AND SALE OF THE PROPERTY

BUYER may sell, transfer or assign the above-described property at any time with the written consent of the SELLER and subject to the Rules and Regulations of the SELLER.

VIII. MAINTENANCE CARE FUND

A.) The memorial park of the SELLER is operated as an endowed maintenance care cemetery. The contribution of the BUYER to the Maintenance Care referred to above shall be set aside in an irrevocable fund, the net income from which is to be applied to the maintenance care of the cemetery as hereinafter defined. The term, "Maintenance Care" refers to the maintenance and preservation of the scenery, background and landscape of the areas within the cemetery. Such activity include the cutting of grass, pruning of shrubs and trees, and maintenance of the grounds, boundaries, walks, roadways, and structures to the end that said grounds shall remain and be reasonably cared for as a cemetery ground.

B.) It is understood that the SELLER has the irrevocable power to revise or cancel any existing fund and substitute it with another, or establish any fund on such terms and considerations as the SELLER may determine.

C.) In case of force majeure, or any unforeseen/unrealized event that may cause any damage to the property, minor or substantial, the SELLER may require the BUYER to contribute for the repairs thereof, with an amount as may be determined by the SELLER.

IX. TAXES

Any tax, fee, impost or special assessment which may be imposed by the government or by any ordinance or law, the BUYER, his heirs, administrators, executors or assigns shall be liable to pay to SELLER an amount equivalent to such tax, fee, or assessment allocable to the above described property.

X. MARKERS / STRUCTURES

Only markers conforming to the Rules and Regulations of the SELLER will be permitted.

XI. EXCLUSION FROM COVERAGE

This PURCHASE AGREEMENT and payments made thereon does not cover nor include the expenses/costs relative to or connected with (a) interment fee; (b) the casket or pre-burial services; (c) the opening, closing and recording of burial space/lot; (d) the vault and casket services; (e) construction of niches and memorial structures, and/or (f) the taxes, licenses, fees due to the Government on any of the foregoing services.

XII. NOTICES / LEGAL PROCEEDINGS

A.) The BUYER shall notify the SELLER promptly in writing of any change in his mailing address. It is hereby agreed that, all notice(s)/correspondence(s) relative to this Agreement and its related documents sent to BUYER by SELLER either through personal delivery or registered mail, at the BUYER's address as stated in this agreement, shall be binding on the BUYER regardless of whether or not actually received by the BUYER, and shall be considered as sufficient compliance with all requirements for notice for purposes of this Agreement and related laws governing transactions of this nature.

B.) Should the SELLER resort to the court of justice to enforce and protect its rights and interest under this Agreement, the BUYER hereby agrees to pay the SELLER attorney's fee equivalent to twenty-five percent (25%) of the total amount due and demandable but in no case shall attorney's fee be less than P10,000.00. Any action or litigation that may arise out of this Agreement shall be filed before the proper courts of _____, to the exclusion of other courts.

XIII. CONSTRUCTION/INTERPRETATION

The provisions of this Agreement shall be binding upon the heirs, executors, administrators, successors-in-interest and assigns of the respective parties hereto. As used herein, the singular includes the plural and the masculine pronouns used in this Agreement shall also include the feminine and vice versa. The obligations created and liabilities incurred by the BUYER hereunder are joint and several.

XIV. PERFECTION OF CONTRACT

This Agreement shall not become valid and binding until the same is accepted by the SELLER under the terms and conditions mutually agreed upon between the SELLER and the BUYER. BUYER affirms and declare that he has read the provisions of this Agreement and/or had the same read and explained to him and that he fully understands its terms and conditions.

In witness whereof, both parties hereby place their hand on the place and date above written.

By:

GOLDEN HAVEN MEMORIAL PARK, INC.

BUYER

CUSTOMER INFORMATION

Last Name: ▲ _____
First Name: ▲ _____
Middle Name: ▲ _____

Birthday: ▲ _____
Gender: ▲ _____
Occupation: ▲ _____
Civil Status: ▲ _____

Mobile No.: ▲ _____
Landline no.: _____
Office Contact: _____
Email Add: _____

HOME ADDRESS

No./Blk&Lot/Street: ▲ _____
Subdivision: ▲ _____
Barangay: ▲ _____
City: _____

Spouse Name (if married) _____
Spouse Occupation: _____
Source of Payment: _____

OFFICE ADDRESS

Office Name: _____
Building: _____
Street/Road: _____
Barangay: _____
City: _____

Sales Person: _____
Sales Group: _____
Source of Sales: _____

Preferred Payment Option: _____

Mktg Officer: _____

I hereby consent to the collection, use and disclosure by the Seller / Developer of all the personal information I have given hereunder for lawful and legal purposes.

Name of Buyer: _____

Signature of the Buyer: [REDACTED] Date: _____