

**RESERVATION AGREEMENT**

Date of Reservation: \_\_\_\_\_

I, \_\_\_\_\_, single / married, of legal age, Filipino, with postal address at \_\_\_\_\_ hereby make a firm offer to reserve and purchase the following house & lot / lot of the \_\_\_\_\_ (the "Project") located at \_\_\_\_\_ to be developed by \_\_\_\_\_ (the "Developer"):

Lot No.	
Block No.	
Lot Area	
House Model	
Floor Area	
Subdivision	

(The above-described house and lot / lot shall hereinafter be referred to as the "Reserved Property".)

As and by way of Reservation Fee, I am remitting herewith the sum of PESOS: \_\_\_\_\_ (Php \_\_\_\_\_) in ( ) Cash ( ) Check No. \_\_\_\_\_; Bank \_\_\_\_\_; Branch \_\_\_\_\_; Date \_\_\_\_\_.

I acknowledge that -

1. The total contract price of the Reserved Property is PESOS: \_\_\_\_\_ (Php \_\_\_\_\_) (hereafter, the "TCP"), broken down as follows:

Net TCP	Php
Value Added Tax (VAT)	
Contract Price	
Miscellaneous Expenses	
Total Contract Price (TCP)	Php

2. The Reservation Fee is absolutely NON-REFUNDABLE; provided, however, that if I decide to purchase the Reserved Property, the Reservation Fee shall be applied as payment of equivalent portion of the TCP.

3. I have thirty (30) calendar days (hereinafter called the "Reservation Period"), reckoned from the date of this Agreement, within which to signify in writing to the Developer my intention to purchase the Reserved Property.

However, my payment of any portion of the TCP and the acceptance thereof by the Developer, despite the absence of a prior written notice, shall be considered as perfection of my purchase of the Reserved Property and this Agreement shall then be considered as Contract to Buy and Sell.

4. Upon deciding to purchase the Reserved Property, I shall pay the down payment in the manner specified below:

Amount	Due Date

I agree to issue and deliver to the Developer the postdated checks covering the down payments, if so required.

5. The monthly amortizations on the Reserved Property shall immediately commence based on the above schedule, regardless of whether or not a Contract to Sell has been executed.

6. All payments shall be made on or before its due date without necessity of prior notice or demand; otherwise, all unpaid installments shall be charged penalty at the rate of four percent (4%) per month, without prejudice to the right of the Developer to cancel this Agreement and/or the purchase and sale of the Reserved Property.

7. I shall furnish and/or submit to the Developer all the necessary and/or required information/documents listed in Annex "A" hereof within thirty (30) days after date of execution of this Agreement, and to execute the prescribed Contract to Buy and Sell. Failure to submit the required information and documents within the said period shall be sufficient basis for the Developer to cancel this Agreement and/or the purchase and sale of the Reserved Property.

In addition, in the event that any of the information or documents given is found to be false, falsified or spurious, fake, or improperly/illegally secured, or in case of any misrepresentation, the Developer shall have the right to cause the automatic and extrajudicial cancellation of this Agreement and/or the purchase and sale of the Reserved Property.

8. In the event I decide to avail of in-house financing or financing through banks and other financial institutions, I shall submit and/or complete the loan requirements of the Developer, bank, government or other private financing institutions within the required period, otherwise, the Developer shall have the right to extra-judicially cancel this Agreement and/or the purchase and sale of the Property.

If for any reason, my loan application is disapproved by the government, banking or financing institution; the Developer shall have the option to automatically shift my account to In-House Financing Scheme and to thereupon apply the prevailing interest rate under the said scheme. However, if I fail to meet the approval criteria of the

Developer, the Developer shall have the right to demand full payment of the TCP and other monetary obligations within thirty (30) calendar days from receipt of written notice from the Developer. My failure to pay within the said period shall cause the automatic cancellation of this Agreement and/or the purchase and sale of the Reserved Property, without need of court action.

9. This Agreement shall, for all intents and purposes, be considered automatically ineffective and cancelled, without need of judicial declaration, upon the happening of any of the following: (a) If I should signify to the Developer in any manner whatsoever my decision not to proceed with the purchase of the Reserved Property; or (b) If I should fail to signify my intention to purchase the Reserved Property in the manner provided in this Agreement and within the Reservation Period; or (c) If I should fail to pay the required down payment in the manner provided in Paragraph 4 hereof despite having signified my intention to purchase the Reserved Property; or (d) If I should fail to timely submit the documents required by the GRANTOR under Paragraphs 7 & 8 hereof; or (e) If I should withdraw or cancel my purchase of the Reserved Property; or (f) Upon the happening of such other causes and/or grounds provided elsewhere in this Agreement.

10. If this Agreement or the purchase of the Reserved Property is cancelled and/or withdrawn prior to the execution of a Contract to Buy and Sell, the Developer shall have the following rights: (a) To forfeit the Reservation Fee in its favor without need of notice to me; and (b) To deduct from any and all payments I have so far made, excluding the Reservation Fee, the following charges/amounts: i. Liquidated damages of not less than Php20,000.00; ii. Broker's fee; iii. Cost of money; and iv. Other expenses that the Developer may have incurred in connection with this Agreement and/or the purchase of Property, without prejudice to the right of the Developer to collect the balance, if any, of said deductible charges/amounts.

11. The rights granted to me under this Agreement is non-transferable and any transfer made shall be void and shall be cause for cancellation of this Agreement and the forfeiture of the Reservation Fee and such other payments I have made pursuant to this Agreement. However, I acknowledge and agree that the Developer may assign its rights and interest under this Agreement or in the Project at anytime and without need of prior notice.

12. Any representation and/or warranty made by the agent who facilitated this sale shall not be binding on the Developer, unless reduced into writing and confirmed by the President or such other officer duly authorized by the Developer. Any changes, modifications, alterations or revisions to the provisions of this Agreement shall not be valid and binding unless made in writing and signed by the aforesaid officers of the Developer.

13. The plans and specifications of the Project are not yet finally determined and are pending final approval by the Housing & Land Use Regulatory Board, the Bureau of Lands, the Land Registration Commission and other appropriate government agencies. Should there be a discrepancy between the areas of the Reserved Property as stated herein and as finally determined in the approved plans the Developer shall adjust the TCP accordingly. Any adjustment in the TCP as determined by the Developer shall be binding and conclusive absent any manifest error in the adjustment.

14. I have personally inspected the plans and specifications of the Reserved Property and I found the same to be satisfactory. However, I acknowledge and agree that the Developer reserves the right to revise the architectural and floor plans without my consent. And, in the event of any such revisions in the architectural and floor plans, I hereby bind myself to pay the corresponding increase in the purchase price of the Reserved Property, or to receive a refund of the corresponding decrease in the purchase price thereof.

15. In the event that the Reserved Property is found to be unavailable for sale for any reason whatsoever, the same may be substituted with other available house & lot / lot in the Project of equal value and/or area, or at the option of the Developer, this Agreement or the purchase and sale of the Reserved Property shall be cancelled subject to the refund of all payments I have made pursuant to this Agreement without interest. I

further acknowledge that, aside from the obligation to refund the payments I have made, the Developer shall have no other further obligation or liability to me.

16. In case extraordinary inflation is declared by the Bangko Sentral ng Pilipinas during the effectivity of this Agreement, the value of the currency at the time of the execution of this Agreement shall be the basis of payment of the TCP. In such event, any unpaid balance of the TCP shall be adjusted monthly using as basis the inflation rate and the value of the currency at the time of execution of this Contract.

In case extraordinary depreciation or devaluation of the currency should supervene during the effectivity of this Agreement, the value of the currency at the time of the execution of this Agreement shall likewise be the basis of payment of the TCP. For purposes of this Agreement, "extraordinary depreciation or devaluation" shall mean the diminution to the extent of twenty five (25%) in the exchange rate of the Philippine currency vis-à-vis the US Dollar prevailing at the close of trading hours on the date of this Agreement as reflected in the records of the Bangko Sentral ng Pilipinas. In such event, any unpaid balance of the TCT shall be adjusted monthly using as basis the value of the currency and exchange rate at the time of execution of this Agreement.

In case extraordinary increase in the prices of construction materials or equipment and/or in the cost of labor should supervene during the effectivity of this Agreement, the Developer shall make corresponding adjustments in the unpaid balance of the TCP. For purposes of this Agreement, "extraordinary increase" shall mean a twenty percent (20%) increase in the prices of construction materials and/or costs of labor prevailing on the date of this Agreement.

17. Any provision to the contrary notwithstanding, prior to execution of the Contract to Buy and Sell, the Developer has the right to cancel and rescind this Agreement for any reason whatsoever by giving written notice of its intention to do so, subject only to a full refund of all payments I have made by virtue hereof without interest.

18. Only payments made to and accepted by the Developer and covered by duly validated official receipts shall be valid. Payments given to the brokers and/or sales agents for transmittal or safekeeping shall be recognized only upon receipt by the Developer and upon issuance of the corresponding official receipt. All checks should be crossed and made out to Developer's account only.

19. All verbal and written communications/notices sent to me by the developer, either through personal delivery or registered mail, at my address indicated above, unless a change thereof has been communicated in writing to the Developer, or at the address of my Attorney-in-Fact, shall be binding on me, regardless of whether or not I have actually received said notices.

20. This Agreement states the entire terms and conditions for the reservation and/or the purchase and sale of the Reserved Property, any representation, promises, oral or otherwise, not contained herein shall not bind the Developer.

21. This Reservation is not valid and binding unless approved by the Developer, and shall be subject to full payment of the Reservation Fee and submission of all required documents.

22. I have read and fully understood this Reservation and hereby agree to faithfully comply with the provisions thereof. Prior to the execution of the Contract to Sell, my relationship with the Developer shall be governed by the provisions of this Agreement.

23. This Agreement may be executed in two or more counterparts, each of which, when properly signed and executed by the parties, shall be considered originals thereof.

\_\_\_\_\_  
**BUYER**  
Signature over Printed Name

With my conformity:

\_\_\_\_\_

**APPROVED BY:**

\_\_\_\_\_

By:

\_\_\_\_\_

\_\_\_\_\_

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

**ACKNOWLEDGMENT**

Republic of the Philippines)  
Mandaluyong City ) S.S

BEFORE ME, a Notary Public for and in the above jurisdiction personally appeared this \_\_\_\_\_ in Mandaluyong City the following:

Name	Valid ID No.	Date/Place Issued
------	--------------	-------------------

Known to me and by me known to be the same persons who executed the foregoing instrument and who acknowledged to me that the same is their free and voluntary act and deed, as well as the free and voluntary act and deed of the principals represented therein.

This instrument is a Reservation Agreement of a house & lot / lot and consists of six (6) pages including the page where the acknowledgment is written, and signed by the parties on the signature page and on each and every other page hereof.

WITNESS MY HAND AND NOTARIAL SEAL on the date and in the place above written.

NOTARY PUBLIC

Doc. No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of \_\_\_\_.