



I/We hereby manifest my/our intention and offer to purchase from PrimeHomes Development Corporation (“Seller”) the following property (the “Property”) and request that the Property be reserved for my/our purchase:

Project	Unit Type	Block / Lot No.	Lot Area	Floor Area

for a **TOTAL CONTRACT PRICE (TCP) of PHP:** _____
(PHP _____**),** Philippine Currency, inclusive of miscellaneous and/or processing fees and VAT (if applicable), provided however, for the purpose of computing the capital gains tax or creditable withholding tax, documentary stamp tax, local transfer tax, and registration fees and expenses to be due on the sale and transfer, the amount shall be based on the **NET SELLING PRICE (NSP) of PHP:** _____
(PHP _____**),**

Philippine Currency (the “Purchase Price”), to be paid by me/us in the manner chosen by me/us as indicated in the attached duly signed **Computation Sheet**. I/We understand that the Purchase Price as aforesaid is valid only for the payment scheme which I/we have selected herein and for the manner of payment stated in the duly signed **Computation Sheet**. Should I/we decide to change the manner of payment chosen by me/us, such change will be effective only upon the written approval of the Seller and will also result in a change in the Purchase Price and an amendment of the attached duly signed **Computation Sheet**. I/We hereby request that the Property be reserved for me/us and for this purpose, I/we enclose herewith the amount of PHP: _____
(PHP _____**)** as reservation deposit (the “**Reservation Deposit**”). I/We understand and agree that my/our reservation for the Property is subject to the following:

TERMS AND CONDITIONS

- The reservation for the Property specified above is good only for a period of 30 calendar days from my/our payment of the Reservation Deposit or up to _____ (the “**Reservation Period**”). I/We understand that the Reservation Deposit is **non-refundable**. Should I/we decide to cancel my/our reservation herein, or should I/we fail to pay any amount due under the duly signed **Computation Sheet** on the due date therein stipulated, whether such failure to pay is due to my/our decision not to proceed with the purchase of the Property or due to a delay in the release of the loan proceeds to be used to finance the purchase of the Property or for any reason whatsoever, I/we agree that my/our reservation shall lapse and my/our Reservation Deposit shall be forfeited in favor of the Seller.
- In the event that I/we avail myself/ourselves of the in-house financing program of the Seller, or bank or pag-ibig financing for the Purchase Price or any portion thereof, I/we shall be solely responsible for filing the requisite loan application form prescribed by the bank, pag-ibig or Seller (as applicable), together with all the necessary supporting requirements/documents for the processing of my/our application. In case of bank or pag-ibig financing, I shall solely be responsible for causing the release of the loan proceeds to the Seller within the payment period within the payment period prescribed under my/our chosen payment scheme. I/We acknowledge and agree that in-house or bank or pag-ibig financing is not guaranteed. Any form of financing is subject to the bank/institution’s or Seller’s requirements and/or terms and approval. In the event that my/our loan application is disapproved, or not processed, or approved for a lower amount than that applied for, I/we hereby undertake to pay to the Seller whatever balance is still outstanding or, in case of approval for a lower amount, to pay the difference not later than the period prescribed herein for payment under my/our chosen payment scheme.
- In the event I/we shall fail to pay the Seller any of the amounts due in relation to my/our purchase of the Property, or fail to comply with my undertakings hereunder, or fail to execute the relevant contract to sell and/or deed of absolute sale for the Property, or comply with any of the terms of my/our purchase, then the Seller shall have the option to cancel the sale and refund all payments less: (i) the reservation deposit, which shall be forfeited in favor of the Seller; (ii) penalty charges at the rate of 3% per month (or fraction thereof) of delay on the unpaid amount; (iii) an amount equal to 50% of the purchase price as liquidated damages; (iii) real estate broker’s commission, if any; and (iv) any unpaid charges and dues on the Property.
- I/We hereby undertake to execute the contract to sell upon my/our payment of the relevant downpayment, and the deed of absolute sale upon my/our full payment of the Purchase Price and all amounts due on my purchase of the Property, such contract to sell and deed of absolute sale being in the form and under the terms prescribed by the Seller.
- I/We understand and agree that this Reservation Agreement only gives me/us the right to purchase the Property subject to the fulfillment of the conditions herein stated. No other right, title or ownership is vested upon me/us by the execution of this Reservation Agreement. The Seller retains title and ownership of the Property until I/we shall have fully paid all amounts due to the Seller by reason of my/our purchase of the Property.
- I/We understand and agree that my/our purchase of the Property is subject to the covenants and restrictions specified in the Project’s Deed of Restrictions (for subdivision developments) or Master Deed with Declaration of Restrictions (for condominium developments), as applicable, which will be annotated on the corresponding certificate of title to the Property as a lien thereon, and which covenants and restrictions I/we undertake to faithfully and strictly comply with. My/Our undertaking and confirmation herein constitutes an essential consideration of the sale by the Seller of the Property to me/us and all other agreements executed in connection therewith.
- By my execution of this Reservation Agreement and payment of the Reservation Deposit, I/we am signifying my/our intention to purchase specifically the Property described above and having the specifications set forth in the Unit Lay out as attached.
- Pursuant to relevant laws, I/we also hereby authorize the developer of the Project to organize the Project’s governing homeowner’s association or condominium corporation, as applicable.
- It is agreed and understood that the miscellaneous fees included are only for capital gains tax, documentary stamp tax, registration of sale and mortgage fees, transfer tax, notarization, and processing / application fees and expenses corresponding to the sale and transfer of the title of the property. Utility fee installation such as electricity, water, cable and other utilities as well as homeowner’s association fees are not covered by the miscellaneous fees.
- This reservation is non-transferable, unless with a written consent and approval by the Seller subject to contract adjustments and terms prevailing at the time of transfer and the payment of a transfer fee equivalent of the Reservation Deposit. In case of withdrawal or cancellation, payment made is non-refundable.
- In case there is any discrepancy as to the actual lot area of my reserved unit, I am amenable to either get a price reduction should the lot area be smaller than stated or to pay the corresponding additional amount should the lot area be bigger. I agree to make payment within thirty (30) days from receipt of notice from the Seller or its assigns.
- I/We warrant that the information which I/we provided herein, whether personal or corporate, is true and correct as of the date hereof and agree to directly and personally inform the Seller in writing of any changes in my/our personal data such as but not limited to name, address and/or status. It is understood that the Seller shall have the right to solely rely on the information provided by me/us and shall not be held responsible for any error, noncommunication or miscommunication in the personal information given by me/us. I/We also warrant that the funds used and to be used in purchasing the Property will be obtained through legitimate means and do not and will not constitute all or part of the proceeds of any unlawful activity under applicable laws. I/We hereby authorize the Seller to provide to any government body or agency any information pertaining to this sale and purchase, if so warranted and required under existing laws, and hereby hold the Seller free and harmless from any incident, claim, action or liability arising from the breach of my/our warranties herein.

***Payments should be remitted directly to our cashier at Head Office located at 3F THE FORUM BLDG., ARCH. REYES AVE., CEBU CITY**
***Check payments shall be payable to PRIMEHOMES DEVELOPMENT CORPORATION**

Preferred Payment Scheme:
In connection with my reservation and purchase of the Property, I/we would like the purchase to be registered or named under (to be reflected on the Title):
Permanent Address (to be reflected on the Title):

Customer:	Broker / Agent:	PRIMEHOMES DEVELOPMENT CORPORATION:	
Signature over Name	Signature over Name	Marketing In-Charge	Accounting/Finance In-Charge
Date:	Realty Firm:	Date:	AR No.:
Customer’s Spouse:	Contact Number:		
Signature over Name		Note: WHITE: PHDC Docs	YELLOW: PHDC Acctg
		BLUE: Buyer	GREEN: Broker/Agent
			PHDC General Manager