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The Total Contract Price is inclusive of applicable fees such as registration fees and VAT.

Promo Code Promo Description

☒ Principal Buyer
 ☐ Co-Owner
 ☐ Co-Borrower

HOME ADDRESS DETAILS

Street / Barangay *

City / Municipality *

Province *

Country *

SPOUSE INFORMATION									
Last Name *		First Name *			Middle Name *			Suffix	Alias
Date of Birth *	Citizenship *	Gross Montly Income *		Email	Mobile Number		TIN	Social Media	
Street / Barangay		City / Municipality			Province			Country	

ATTORNEY-IN-FACT INFORMATION (FOR INTERNATIONAL CLIENT ONLY)			
Last Name	First Name	Middle Name	Suffix
Date of Birth	Citizenship	Email	Mobile number
Street / Barangay	City / Municipality	Province	Country

TERMS AND CONDITIONS

4.4. Should the Buyer or his/her representative (a) refuse to receive any notice, statement, or communication, including a notice of cancellation or notice to vacate; or (b) not be found at the indicated home/billing/office address/es a er three separate attempts on three separate dates on the part of the Seller to serve any notice, statement, or communication, the Buyer shall be deemed to have received the same if the Seller tenders a copy of such notice or communication on any occupant in the indicated address/es, or otherwise leaves a copy thereof at the indicated address/es.

5. **Data Privacy, Disclosure and Information Processing**

5.1. Voluntary Disclosure and Consent. By signing this Application, the Buyer, whether in person or through his/her representatives or assigns, voluntarily consents and submits their personal data and information, including those that are classified as "sensitive" under the Data Privacy Act, to the Seller, in whatever form, whether physical, electronic, digital or audio recording, whether contained herein or in other supporting documents, correspondences, or communications.

pertaining to this Application and the purchase documents, and consents to the use, storage, disclosure, and processing thereof by the Seller, its affiliates, subsidiaries, officers, employees, agents, or such other authorized third parties engaged by the Seller, as well as the homeowners' association or the condominium corpora on for the project wherein the Property is situated, as may be applicable, and the property manager and/or building manager, and their respective agents or authorized representatives, in connection with any and all transactions that may reasonably arise from or as an incident of the purchase of the Property, such as but not limited to: (i) fulfillment and facilitation of the purchase of the Property; (ii) transfer of title over the Property upon confirmation that the purchase price has been fully paid; (iii) provision of alternative financing schemes for the purchase, particularly sharing information to banks and financing institution for this purpose; (iv) provision of such other related services intended for the benefit of the Buyer; (v) conduct of data analyses, advertisements, marketing, demographics, contests, surveys and customer relationship management; and (vi) fulfillment of any servicing to the Property required by law or contract to be done by the Seller, its affiliates, subsidiaries, third party contractors or other authorized persons or en es, or by the duly organized homeowners' association or condominium corpora on, as may be applicable, or its contractors, including but not limited to the property or building manager.This consent shall remain valid and effective as long as the Buyer continues to have an interest over the Property or until any disputes involving the same have been judicially resolved with finality, and for two (2) years thereafter, without prejudice to any use, handling, disclosure, and processing that may have already been commenced or accomplished prior to any cancellation of the Buyer's Account or his/her withdrawal of the Application. In this connection, the Buyer, including his/her authorized representatives or assigns, agree to hold the Seller free and harmless against any liability in connection with the handling, use, disclosure, and processing of the disclosed personal information and sensitive personal information, done in accordance with the Data Privacy Act.5.2. Recording of instructions and communications. The Buyer consents to the recording, storage, processing, and use of all telephone, SMS, MMS, email, or online instructions or communications with the Seller, its employees, agents, representatives, or its duly appointed service provider or contractor. Such recorded instructions or communications shall constitute binding evidence of the Buyer's instructions or communications as if the same had been personally given to the Seller, its employees, agents, representatives, service provider, or contractors. The Buyer agrees that such recorded instructions or communications or their transmissions may be used by the Seller or its service provider against the Buyer or any third party or replayed, or communicated to any third party, for any purpose, including as evidence in any proceeding. The Buyer shall fully indemnify the Seller or its service provider against any loss, damage, or expense, including legal fees, that the Seller or its service provider may suffer or incur from so acting in accordance with or on the basis of such recorded instructions or communications.

6. **Default**

6.1. Events of Default. Buyer shall be considered in default in any of the following events:

6.1.1. Buyer's account becomes delinquent when he/she fails to pay any of the following on or before the payment due date: reservation fee; down payment; any monthly amortization payment dues, or such other dues or fees due to this Application or the CTS, regardless of denomination;

6.1.2. Buyer fails to comply with any of the Terms and Conditions in this Application;

6.1.3. The Seller receives information of any legal process against Buyer or Buyer's business/es, money/ies, property/ies, or asset/s;

6.1.4. Buyer applies for voluntary relief or shall be the subject of involuntary relief under insolvency or other bankruptcy laws;

6.1.5. The Seller has reasonable ground to believe that any information, representation or warranty on the Buyer's part in this Application was incorrect, misleading, or untrue at the me it was made, or has become incorrect or untrue at a later date, and the Seller was not mely advised of such change;

6.1.6. Buyer is or becomes involved in allegation involving contingent or accrued liability which would materially and adversely affect his/ her financial standing or ability to pay or perform his/ her obligations under this Application;

6.1.7. Buyer is charged in a criminal suit or is or becomes under investigation by any competent government agency for viola on of any law, regulation, or rule;

6.1.8. The Seller has reasonable ground to believe that the prospect of payment of Buyer's obligation is impaired as shown by his/ her default in his/her other obligations to the Seller under any other credit accommodation, the sale or disposition of any substantial portion of Buyer's asset/s or property/ies, which is not in the ordinary course of his/ her business, Buyer's default in any of his/her obligations to the Seller's subsidiaries or affiliates, or Buyer's default in any of his/ her obligations to any third party/ies, or such other circumstances and conditions that would materially and adversely affect Buyer's financial standing or ability to perform his/her obligations under these Terms and Conditions;

6.1.9. Buyer's non-payment of utilities, telephone, cable, electric, water connection, and deposits as well as assessments, association/condominium dues, repair or maintenance fees and similar fees.

6.1.10. Buyer has acted fraudulently or with gross negligence in the use of the Property resulting in its damage or use for an illegal or other unauthorized purpose.

7. **Cancellation**

7.1. Cancellation of Application/Account. Without need of prior notice or demand on the Buyer, the Seller can cancel this Application and forfeit all Buyer's payments as liquidated damages if any of the following events happen:

7.1.1. The Buyer fails to pay the reservation fee, down payment, or the equity payment or any part thereof, and/or the subsequent monthly amortizations as they fall due, and/or any of the charges and expenses arising from this transaction, including but not limited to, registration, insurance, maintenance, and other miscellaneous fees.

7.1.2. The Buyer fails to submit the information or documents required by the Seller or Buyer fails to sign or return to the Seller the documents pertaining or connected to this Application.

7.1.3. The Buyer withdraws or cancels this Application for any reason whatsoever.

7.1.4. In case of payment through financing by any bank, the Home Development Mutual Fund (HDMF), or any other financing institution, and such loan Application be declined by the financing institution/s, the Buyer fails to secure a valid loan guarantee sufficient to cover the loan balance before the required due date as specified in the payment schedule.

7.1.5. The Buyer refuses to continue with the sale under in-house financing a er the Seller offers the same rate and basic terms of the concerned bank as provided for under Section 2.5 above.

7.1.6. The Buyer defaults on any obligation or covenant in this Application.

7.1.7. If the Property subject of this Application is a condotel unit, and the Buyer fails to submit the signed Rental Pool Agreement within thirty (30) days from the date of submission of this Application Form or to pay the reservation fee.

7.2. If for any reason the Property subject of this Application is no longer available for sale, the Seller may at its sole op on cancel this Application and refund all payments the Buyer has made net of lawful deductions without any further liability, or to substitute the Property with another property of comparable area and price under such terms to be agreed upon between the Seller and the Buyer.

7.3. In the event that the Buyer's account is cancelled and the Buyer has been deemed to have abandoned the Property for a period of at least two (2) months, the Buyer hereby expressly consents and grants the Seller the power and authority to: (i) enter into the Property without need of further consent or approval for the purpose of re-possessing the Property; and (ii) taking an inventory of and disposing of the items/personal belongings found therein, and applying said proceeds to any unpaid obligation of the Buyer. In this connection, the Buyer shall hold the Seller free and harmless against any and all reasonable acts done or performed to implement the foregoing authorities.

8. **Turnover and Move-in**

8.1. Delivery and Turn-Over of the Property. The delivery to and acceptance of the Property, whether actual or constructive, in the manner discussed in Sec on 8.1.4 below, and/or Buyer's actual occupancy of the Property shall constitute full and absolute acceptance of the Property and shall have the following effects:

8.1.1. It shall be conclusive proof that all the terms, conditions, representations, warranties, and specifications with respect to Property have been complied with by the Seller to the Buyer's full satisfaction.

8.1.2. All risk of loss or damage to the Property and all obligations, including but not limited to, association/condominium membership fees, association/condominium dues, real property tax, assessments, insurance, and other expenses accruing on the Property including any penalties or interests that may be imposed, shall automatically be for Buyer's account from the date of delivery/acceptance. The Buyer's failure to timely pay and comply with its obligations hereunder may be a ground for the cancellation of the Buyer's account.

8.1.3. It shall operate to discharge and relieve the Seller of any and all obligations, association/condominium dues, real property tax, and other assessments accruing on the Property and from any responsibility, loss, damage, or injury to the Property.

8.1.4. In the event that the Buyer is unable to or unjustifiably refuses to accept the Property within (30) calendar days from the date for turn-over (Turn-Over Date) specified in the notice from the Seller that the Property is ready for turnover, the Property shall be considered as constructively turned-over to and accepted by the Buyer on such Turn-Over Date.

8.1.5. The Buyer is deemed to have read, understood, and agreed with provisions of the Master Deed with Declaration of Restrictions (MDDR) or Declaration of Covenants, conditions, and Restrictions (DCCR) or Deed of Restrictions (DOR), as the case may be, and other guidelines applicable to the Property and/or the project it pertains.

8.1.6. Should the Buyer fail to pay any real property taxes/assessments on the due date, the Seller shall have the op on, but not the obligation, to advance payment of such taxes and assessments for the Buyer's account. Any such advances shall be paid by the Buyer to the Seller upon demand with interest at the rate of 4% per month or a fraction of a month, computed from the date the advance is made by the Seller until the same is fully paid by the Buyer, and any such advance shall constitute a lien on the Property from the date said advance is made, regardless of inscription or lack thereof.

8.1.7. In the event that the Buyer is considered in default in any way whatsoever as regards the Property, including the payment of any dues or fees connected to it, the same shall constitute as a ground to cut-off any and all of the utilities on the Property (electricity, water, etc.), notwithstanding the turn-over of possession of the Property in favor of the Buyer. In relation to this, the Seller is hereby authorized to inform the utility provider/s, the homeowners' association or condominium corporation, property or building manager/s, and/or their respective representatives or agents, about such event/ground and its right hereunder. The Buyer agrees to hold the Seller and the applicable utility provider/s, the homeowners' association or condominium corpora on, property or building managers, and their representatives or agents, free and harmless against any claim, action, or damage that he/she may suffer on account of the cutting off of said utility connection/s servicing the Property.

8.1.8. Upon cancellation of the Buyer's account, the Buyer agrees to peacefully vacate and surrender the unit immediately and voluntarily. The buyer's failure or non-cooperation will result to the commencement of eviction procedures, without prejudice to the rights of FLI to enter the property and remove personal properties of the Buyer, as further specified below.

8.1.9. In case the right of the Buyer to possess the Unit terminates, whether due to a violation of the terms of an early-move in program or account cancellation, the Buyer shall be responsible and agrees to pay for any and all repair costs and expenses for any damage to or unreasonable wear and tear of the subject Unit, after inspection by FLI. Such payment shall be made in full within fifteen (15) calendar days from receipt of demand from FLI. If the Buyer is entitled to a refund of a cash surrender value (CSV) pursuant to the provisions of Republic Act No. 6552, otherwise known as the "Maceda Law," the Buyer herein expressly agrees and consents to the deduction and off-setting of the actual repair costs and expenses from the CSV prior to the release thereof. The Buyer expressly recognizes and accepts that such deduction and off-setting is in consideration of his/her accommodated possession and use of the Unit, independent from the sale consideration from which the CSV is based, and to the extent permitted by law, waives any right to the amounts deducted pursuant to this condition.

8.1.10. In the event that the Application/Buyer's account is cancelled and the Buyer has abandoned physical possession of the Property for a period of at least two (2) months and the period given by the Seller for the Buyer to surrender the Property to it has expired, the Seller is hereby authorized, without need of any prior notice or further authority from the Buyer, the occupants in the Property, and/or any judicial ac on/order, to immediately adopt and perform any and all measures and actions available to it under this Application and other related contracts and/or laws. To this end, the Buyer hereby appoints the Seller and/or its authorized representatives as the Buyer's attorney/s-in-fact with full power and authority Page 6 of 9 Ver. 1 to fulfill the following purposes: (i) to enter and take possession of the Property by breaking the doors, locks, windows and/or any other item that is reasonable and necessary for said purpose; (ii) to remove and take possession of the Buyer's/occupant's effects, items, proper es, or belongings found inside the Property, and to hold and/or apply the same, whether thru disposition or otherwise, for any and all charges, accountabilities, or any kind of liability of the Buyer in connection with the Property and this Application or the purchase thereof; (iii) to make the Property available for re-sale, occupancy, and/or lease; (iv) to cut-off, disconnect, and/or reconnect any utility line, or cause the same to be done, in the Property; (v) to prohibit Buyer/s and any person deriving any right from the Buyer/s, access to or use of the Property, or any premises or facilities within the project of which the Property forms part, or is located, and/or disallow any move-outs or disapprove any Application for gate pass/es without the full settlement of arrears, whether to be performed directly by the Seller or through the homeowners' association or condominium corpora on, as the case may be.

8.1.11. Buyer, including any occupants of the Property, hereby release the Seller from any and all claims, damages, or actions arising from the performance or exercise of its rights hereunder, including but not limited to the entering into and taking over any personal belongings in the Property.

8.1.12. Notwithstanding the exercise of the Seller of its rights and remedies pursuant to the authorities granted in the preceding sections, the Buyer shall continue to be liable for all applicable utility charges, association dues, repairs, and other fees and dues in connection with the use, possession, and/or occupation of the Property, prior to the re-acquisition thereof by the Seller.

9. **Authorized Representative / Attorney-In-Fact (AIF)**

9.1. An Attorney-in-fact (AIF) of a Buyer, who is unavailable, to be recognized as such to represent the Buyer, in connection with this Application, shall have the following authorities, rights and obligations expressly stipulated in the relevant special power of attorney for the AIF signed by the Buyer:

9.1.1. Accept the Property in accordance with Section 8 above;

9.1.2. Sign all necessary turn-over/acceptance documents;

9.1.3. Claim or receive all documents, notices, including notices of cancellation and notices to vacate, statements, and communications pertaining to the purchase of or other incident involving the Property;

9.1.4. Act as Buyer's resident process agent in the Philippines to claim or receive any and all demand letters, summons and other legal processes, including notices of cancellation of the sale of the Property, notice to vacate, and other notices of any judicial and/ or extrajudicial action as well as any and all correspondence relative to the purchase of or incident relating to the Property.

9.1.5. Make account/contract adjustment, compromise, or other types of requests on behalf of the Buyer and in connection with the Property.

10. **Homeowners' Association and the Condominium Corporation**

10.1. Homeowners' association or Condominium Corpora on Rules and Regulations. The Buyer understands that he/she automatically becomes a member of the Homeowners' association or Condominium Corpora on, as the case may be, having jurisdiction over the Property, subject only to such rules, regulations, restrictions, and requirements to perfect such membership stipulated in the relevant MDDR, DCCR, or DOR for the project of which the Property forms part, including but not limited to the payment of membership dues which the Seller may opt to collect as part of the transaction and remit to the Homeowners' association or Condominium Corpora on. Accordingly, the Buyer shall thereafter be bound by the rules and regulations of the Homeowner's association or Condominium Corporation, as the case maybe, including but not limited to, the payment of membership fees, dues, assessments and other fees (e.g., construction or renovation bond) imposed by the applicable management body.

10.2. Condotel Buyers. If the Property is a Condotel Unit, the Buyer undertakes that he/she conforms to the terms and conditions stipulated in the Rental Pool Agreement and commits to pay the Fit-Out Fund and Initial Working Capital in full prior to the turnover of his/her Property. The Seller shall impose monthly late payment charges as specified in the Rental Pool Agreement for the Fit-Out Fund due and unpaid under this Application.

11. **General Provisions**

11.1. Binding Effect. By executing the Application, these Terms and conditions shall bind the Buyer, his/her heirs, executors and administrators, as well as his/her successors and assigns, tenants/lessees, and representatives.

11.2. En re Agreement. Except as expressly stipulated herein and subject to the execution of other collateral implementing agreements, this Application constitutes and embodies the en re agreement between the Buyer and the Seller as regards the Property, and cancels and supercedes any and all previous contracts, understanding, representations, or agreements between them. No verbal or written representation, warranty, covenant, guaranty or contractual promise made by the Seller or its agents shall be deemed made to the Buyer, except those expressly contained in this Application or in other purchase documents signed by a duly authorized representative of the Seller. Amendments, extensions, or alterations to this Application shall be made only in writing duly signed by the Buyer and the Seller's authorized representative.

11.3. No Waiver of Rights. No failure or delay by the Seller in exercising any right, power, or remedy under this Application shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power, or remedy.

11.4. Separability Clause. If at any me any provision of this Application is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the remaining provisions of this Application shall not be affected or impaired.

11.5. Governing Law. This Agreement shall be governed by and construed in accordance with Philippine laws.

11.6. Assignment. Buyer consents that the Seller may assign, cede, sell, or otherwise transfer part or all its rights and/or obligations under this Account or this Application without need of prior notice to Buyer or any further Buyer's consent. On the other hand, Buyer may not sell, assign, or transfer any of his/her rights and obligations under this Application, without the Seller's express written consent.

CERTIFICATION

I/We, the undersigned Buyer/s, certify that I/We read, understand and agree to be bound by the terms and conditions governing the purchase application embodied herein. In the event that my application qualifies for an on-going promo of the Seller, I/We also confirm that I/We have read, understood, and agree to be subject to the specific terms and conditions governing the application and availment of said promo.

I/We further a est to the completeness and correctness of the personal information provided in this Purchase Application Form. I/We warrant that all the personal information which were provided to the Seller for the purpose of this Application are given voluntarily and/or with due consent/authority and shall continue to be true, accurate, and correct, and I/We hereby undertake to directly and personally inform the Seller in writing of any changes in my/our personal information, such as but not limited to name, address, and status. It is understood that the Seller shall have the right to solely rely on the information provided by me/us. Correspondingly, the Seller shall not be held responsible for any error in any action or documentation if the personal information given to the Seller turns out to be false or misleading. The Seller will not be responsible or liable for any failure by me/us to receive notices or correspondences sent to any of my/our address/es stated herein.

I/We also warrant that the funds used and to be used in purchasing the Property were, and have been and 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 shall indemnify and hereby hold the Seller and its representatives free and harmless from any incident, claim, ac on, or liability arising from or incidental to my/our breach of any of the warranties herein. In the event that I/We initiate a request to change my/our personal information on this Application, inclusive of my Spouse and Co-Owner's information, specifically on my/our name/s and/or citizenship/s and/or change in financial schemes, change in monthly amortization, upgrade, downgrade, or any other changes which require a modification in the system and re-printing of the pertinent documents, The Seller reserves the right impose re-documentation or other fees applicable that may be derived from the request.

By executing this Purchase Application Form, I am voluntarily sharing my personal information and consent to its collection, use, storage, sharing, as expressly provided above, and all other forms of processing in connection with the subject purchase application, and related sales and marketing activities of the Seller, as well as such other collateral services indicated herein and in the Privacy Policy of the Filinvest Group that may be accessed at www.filinvest.com/privacy-policy:

Buyer's Name and Signature

Date Signed

FOR DEVELOPER'S USE ONLY

Seller Name

Seller Code

Sales Country/Office



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