



**SAMEERA ANGELES**

**RESERVATION AGREEMENT**

Date: \_\_\_\_\_

Name of Buyer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact No#: \_\_\_\_\_

Project : \_\_\_\_\_  
Block No. : \_\_\_\_\_  
Lot No. : \_\_\_\_\_  
Floor Area : \_\_\_\_\_  
TCT No. : \_\_\_\_\_

Total Contract Price: \_\_\_\_\_  
Loanable Amount: \_\_\_\_\_ (thru Pag-Ibig)  
Equity/Down payment: \_\_\_\_\_  
Reservation Fee: \_\_\_\_\_ (Non-refundable)  
Balance on Equity: \_\_\_\_\_ (3 months to pay) monthly \_\_\_\_\_  
Misc. Fee: \_\_\_\_\_ (3 months to pay) monthly \_\_\_\_\_

**Loanable amount** \_\_\_\_\_ **(thru Pag-Ibig @6.375%)**

**Monthly Amortization**

5 YEARS \_\_\_\_\_ 15 YEARS \_\_\_\_\_ 25 YEARS \_\_\_\_\_  
10 YEARS \_\_\_\_\_ 20 YEARS \_\_\_\_\_ 30 YEARS \_\_\_\_\_

**TERMS AND CONDITIONS**

1. The reservation of the Property specified above is good only for a period of fifteen (15) calendar days from my / our payment of the Reservation Fee (the "Reservation Period"). I / We understand the Reservation Fee **is non-refundable**. Should I / We decide to cancel my / our reservation herein, or should I / We fail or unable to pay the down payment indicated below on the due date therein stipulated, whether such failure or inability to pay is due to my / our decision not to proceed with my / our purchase of the Property or due to a delay in the release of the loan proceeds to be used to finance my / our purchase of the Property or for any reason whatsoever, I / We agree that my / our reservation shall lapse and my / our Reservation Fee shall be forfeited
2. In the event I / We fail to pay the Down payment provided above or make arrangements as to the payments thereof within fifteen (15) days from the date of execution hereof, or fail to comply with any of my / our undertaking

hereunder, or fail to execute the relevant contract to sell and / or deed of absolute sale for Property, or comply with the terms of my / our purchase, then this Agreement shall be deemed automatically cancelled without need of demand and all payments made in relation hereto shall be non-refundable and forfeited in favor of the Seller. The Seller shall then have the right to re-open the reserved unit for resale without further need of any notice to me / us.

3. Payment of the Purchase Price shall be made by the Buyer through the proceeds of a housing loan to be obtained from the Home Development Mutual Fund (Pag-Ibig Fund). I / We shall be solely responsible for filing requisite loan application, together with all the necessary supporting requirements / documents for the processing of my / our loan application for the purpose of causing the release of the loan proceeds to be used to finance my / our purchase of the Property within the payment period prescribed above. Provided, that should be approved loan is less than the amount to be financed, I / we shall assume the difference as and by way of additional equity. The following are documents required for the housing loan:

- 2 pcs 1x1 picture
- 2 Valid ID's (Government issued)
- Proof of Billing
- Notarized Certificate of Employment & Latest ITR
- 3 months latest Pay slip
- SPA (If outside the country)
- Photocopy of Marriage Contract (if married)
- Photocopy of Birth Certificate (if single)
- Post-dated check
- Signed Pag-IBIG loan Folder Documents

Completion of requirements 7 days from the date of reservation

4. I / We hereby state and certify that I / We are bonafide, existing, and qualified members of the Pag-Ibig Fund. We have no other existing obligation or liabilities with the Pag-Ibig Fund and we are qualified to avail of the housing loan for this transaction.
5. In the event that my / our loan Application is disapproved, I / We understand that our option will be limited to the following payment schemes which may be prescribed by the Seller: (a) a cash scheme, whereby I / We agree to pay the Purchase Price and other taxes, costs, expenses and changes in full on the date specified by the seller. I / We shall notify the Seller in writing of my / our decision to purchase under the relevant payment scheme within 7 calendar days of receipt of such notice of disapproval. My / Our failure to effect payment in the manner prescribed by the Seller shall entitle the Seller to cancel this Agreement and forfeit my / our payments.
6. I / We understand that it is only upon the issuance by the Pag-Ibig Fund of the Notice of Loan Approval for my account that I shall be issued a Notice of Turnover and be allowed to occupy the subject property by the Seller.
7. I / We agree that I/We shall pay the stipulated miscellaneous fees prior to or simultaneous with the payment of the equity / down payments.
8. I / We hereby undertake to execute the contract to sell upon my / our payment of the relevant down payment, and the deed of absolute sale upon my / our full payment of the Purchase Price and all amount due on my / our 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.

9. I / We understand and agree that this Agreement only gives me / us the right to purchase the Property subject to the fulfillment of the condition herein stated. No other right, title or ownership is vested upon me / us by the execution of this 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.
10. I / We agree and understand that my / our purchase of the Property is subject to the covenants and restrictions specified in the Project's Deed of Restrictions (for subdivision and townhouse developments), which will be annotated on the corresponding certificate of the 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.
11. I / We agree to pay the one-time homeowners' membership fee which shall become due and demandable once the permit to occupy/notice of turnover is issued by Seller.
12. It is understood and agreed that the Seller may, in its discretion, following my / our submission of a request in writing, allow me / us to: transfer this reservation to another individual, (i) transfer this reservation in favor of another property of the Seller, or (ii) change certain payment terms, subject to the fulfillment of the following conditions: (a) I am / We are not in default in the performance of my / our obligations under this Agreement, (b) I / We shall pay the administrative or processing fees prescribed by the Seller; (c) I / We shall submit and / or execute such amendatory and other documents as may be necessary or required to effect the transfer or change in payment terms; and (d) any and all taxes, costs, and government assessments (if any) arising or resulting from such changes shall be for my / our sole account and for which I hereby undertake to indemnify the Seller. I / We further undertake not to hold the Seller liable and waive any claim or right that I / We may be entitled to under the law or equity to be compensated for any damages, costs, and expenses which I / We may incur in connection with any delay that may arise in the processing of the certificate of title to the property subject of this reservation by reason of the implementation of this paragraph.
13. I am / We are fully aware and understand that any representation or warranty not embodied in this Reservation Agreement but made to me by the agent who handled this sales transactions shall not be binding to the Seller unless such representation or warranty is reduced into writing and confirmed by the Seller's authorized representative. Consequently, this contract shall not be considered changed, modified, altered or in any way amended by acts of tolerance by Seller. It is further understood that official acts of the Seller shall always be reduced into writing and duly signed by the Seller's authorized representative.
14. I / We warrant that the information which I / We provided herein 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 be held responsible for any error, non-communication 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 is has 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 hereby hold the Seller free and harmless from any incident, claim, action or liability arising from the breach of my / our warranties herein, and hereby authorize the Seller to provide to any government body or agency any

information pertaining to this sale and purchase transaction if so warranted and required under existing laws.

15. I / We further authorize Seller, that in the event of out delay in complying with all the documents required to process our loan application, the reserved property may be given by Seller to another interested buyer without due notice.

16. I / We signify our conformity to all of the foregoing terms, stipulations and conditions and have executed the same freely and voluntarily and have fully understood all the legal and financial consequences attached hereto. I am therefore affixing my / our signature on all of the pages of this Reservation Agreement.

17. Upon signing and due execution of the enabling Contract to Sell or Conditional Deed of Sale, this Reservation Agreement shall be deemed superseded.

\_\_\_\_\_  
**Broker and/or Accredited Salesperson**

\_\_\_\_\_  
**Buyer/s**

**REBC Number:** \_\_\_\_\_

**Accreditation Number:** \_\_\_\_\_

***Noted by:***

\_\_\_\_\_  
**Marketing Staff**

\_\_\_\_\_  
**Marketing Head**

SUBSCRIBED AND SWORN to before me in \_\_\_\_\_, this \_\_\_\_\_ by the above named affiants exhibiting to me their Government Issued IDs No. \_\_\_\_\_ and \_\_\_\_\_, who are the same persons who personally signed before me the foregoing document and acknowledged that they executed the same voluntarily.

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