



No. 110 Techno Fuel Compound Buho Silang, Cavite
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RESERVATION FORM

Date of Reservation: _____
Name of Principal Buyer 1: _____
Name of Principal Buyer 2: _____
Address: _____
Contact Number/s: _____
TIN: _____
Email Address: _____
• Terms of Payment: 60 Months to pay

I/We would like to manifest my/our intention to purchase the property described below (hereinafter referred to as the Property):

I. PROPERTY DESCRIPTION AND CONTRACT PRICE			
Project	Lot No.	Lot Area	Total Purchase Price
PALM SHORE			₱

II. TERMS OF PAYMENT: MONTHLY AMORTIZATION	
Particulars	Amount
Total Purchase Price	₱
Less Reservation Fee	₱
Remaining Balance	₱
Monthly Amortization(60 Months)	₱

The undersigned (hereinafter, the “BUYER”, regardless of number) hereby manifests an intention to reserve and purchase the beach lot specified above at Brgy. Aramaywan, Quezon, Palawan for a Purchase Price of: _____, (₱) Philippine Currency. The BUYER understands and agrees that the reservation for the PROPERTY is subject to the following terms:

1. **RESERVATION FEE.** Upon execution of the Reservation Agreement (the “Agreement”), the BUYER shall pay the SELLER a Reservation Fee in the amount of PESOS: **TWENTY THOUSAND PESOS** (₱20,000.00), Philippine Currency, which shall be applied as part of the Downpayment.
2. **VALIDITY OF THE RESERVATION.** This reservation for the PROPERTY shall only be valid for thirty (30) calendar days from payment of the Reservation Fee.

If the BUYER decides not to purchase the property, the Reservation Fee shall automatically be deemed withdrawn, with no further notice to the BUYER, written or otherwise, and the SELLER shall then have the absolute right to cancel this Agreement, forfeit the Reservation Fee and offer the PROPERTY to other interested parties; unless, the BUYER, prior to the lapse of the aforesaid 30-day period, requests for an extension of the PERIOD within which to pay the Downpayment, not exceeding fifteen (15) calendar days.

3. **INSTALLMENT PAYMENT OR LUMP SUM PAYMENT.** If the BUYER chooses the installment payment, the BUYER shall start paying the monthly amortization within thirty (30) calendar days from the payment of the Reservation Fee. On the date that the Monthly Amortization is due, the BUYER shall submit to the SELLER the requisite number of forty eight (48) post-dated checks covering the monthly installment payments for the PURCHASE PRICE. If the BUYER prefers to deposit the monthly amortization directly to the SELLER’s bank account, the BUYER shall make the deposit every 20th of the month. The BUYER shall notify the SELLER of such payment by sending the proof of payment or deposit to the SELLER’s official email address: info@primavitarealty.com to ensure that the payment is properly credited to the BUYER’s account.

If the BUYER chooses the lump sum payment, the BUYER shall pay the balance within thirty (30) calendar days from the payment of the Reservation Fee. On the date that the balance is due, the BUYER shall submit to the SELLER the check or remit to the SELLER’s account the total amount covering the balance.

4. **CONTRACT TO SELL.** When the BUYER decides to continue with the purchase within the reservation period, the BUYER shall execute the Contract to Sell and return all copies thereof, duly signed, to the SELLER within fifteen (15) days from BUYER’s receipt thereof. Until such time as the Contract to Sell is executed, this Agreement shall be deemed valid and binding between the parties and shall govern the relations of the BUYER and the SELLER.

5. **TRANSFERABILITY.** This Agreement, as well as the rights and obligations connected thereto, may not be transferred or assigned to another person or entity without the prior written approval of the SELLER, otherwise, the transfer or assignment shall be deemed void and no effect as regards the SELLER and shall be cause for the cancellation of this Agreement and the forfeiture of the Reservation Fee.

If the written request for transfer or assignment is made subsequent to the execution of the Contract to Sell, a service fee of Twenty Thousand Pesos (Php20,000.00) shall be remitted to the SELLER together with the written request.

Once approved by the SELLER, the transferee or assignee shall automatically be bound by the terms and conditions of this Agreement and the Contract to Sell, as the case may be.

6. **CANCELLATION OF THE AGREEMENT.** The SELLER shall have the right to cancel this Agreement, after due notice, and forfeit the Reservation Fee and whatever other payments the BUYER may have made, as and by way of liquidated damages, in the event that the BUYER fails, despite due notice, to comply with any covenant or obligation required to be performed or undertaken hereunder.

7. **PAYMENT VIA LOCAL CHECKS.** In case the payment of Reservation Fee and/or Monthly Amortization is made via local personal checks, the receipt thereof shall not produce the effect of payment until the amount thereof is actually encashed or credited by the collecting bank in favor of the SELLER.

8. **DEFAULT OF THE BUYER.** In the event that the BUYER fails to pay any of the amounts due under the applicable payment scheme chosen in relation to the purchase of the PROPERTY, and the Contract to Sell has been executed, the SELLER shall have the option to cancel the Contract to Sell and refund all payments, less:

- a. The Reservation Fee, which shall be forfeited in favor of the SELLER and applied as liquidated damages;
- b. A penalty at the rate of two (2%) percent based on the unpaid amount per month (or fraction thereof) of delay;
- c. The real estate broker’s commission, if any;
- d. Advances made by the SELLER, if any, and.
- e. Any taxes which may have been paid by the BUYER on account of the sale and which have been remitted by the SELLER to the appropriate government agency or instrumentality.

9. **MISCELLANEOUS.** It is further understood that:

- a. In the event that the PROPERTY is found unavailable for sale due to technical reasons or due to a prior sale commitment or transaction with another party, the BUYER agrees to hold the SELLER free and harmless from any and all liability whatsoever, in which case, the SELLER may have the property exchanged with another, or cancel this Agreement, subject to the reimbursement of all payments previously made by reason of this reservation, without interest.
- b. No Contract to Sell or Deed of Absolute Sale shall be issued by the SELLER unless and until the BUYER shall have complied with all the conditions for the purchase as may be prescribed by the SELLER.
- c. The BUYER shall be liable for any and all consequences that may result due to the delay and/or non-submission of the duly accomplished Client Information Sheet (together with the Tax Identification Number and a copy of a government issued ID), the signed Contract to Sell and the post-dated checks, as required in Section 1,3, and 4 hereof, including but not limited to penalty/s, interest/s, and or surcharge/is imposed by the Bureau of Internal Revenue arising from SELLER’s inability to register the Deed of Absolute Sale resulting from the BUYER’s delay and/or non-submission of the aforestated documents and information.
- d. Any representation made by a Property Consultant or representative of the SELLER handling this transaction shall not be binding on the SELLER without a written agreement signed by the BUYER and the authorized Attorney-in-Fact of the SELLER.
- e. Except when the context clearly indicates otherwise, the following rules shall be observed and applied in this Agreement: (i) the masculine gender includes the feminine and neuter, and vice versa, (ii) the singular number includes the plural, the plural, singular, and (iii) if there are two or more buyers under this Agreement, the obligations mentioned herein are deemed contractually contracted by them in a joint and several character of capacity.

By affixing my/our signature/s below, I/We hereby signify my/our conformity to the foregoing and certify that all the information provided above are true and correct.

BUYER
Signature Above Printed Name
Date: _____

Witnessed by:

Sales Agent