	PDB PROPERTIES, INC. 11/F The Salcedo Towers Building Tower A 312 Sen. Gil Puyat Avenue Makati City	4	U		ESERVATION ERVATION AGREEM				for individuai	L PURCHASE
be f	lled out by PDB Properties									
۲۲	PROJECT NAME	LOCATION	PHAS	SE	BLOCK	LOT	MODEL		TYPE	
PROPERTY		FLOOR AREA			LOT AREA		TURN-OVER	STATUS		
P.R.								_		
						T				
	Selling Price					Spot Ca	ishD	eferred Cash	Installment	
	Less: Applicable discounts					Less:				
						_				
	% Promo Discount					Reservation F	ee			
	% Company Discount					% Sp	ot DP			
	% Standard Discount					% Ne	t DP			
5	Total Discounts							No. of Months		
TERMS OF PAYMENT						_				
ΡAΥ	Net Selling Price							Starting Due Date		
P.	Add: 12% VAT (if any)					Monthly Equit	v			
RM							,			
Ë	Add: Move-In Fees					% Ba	lance			
	Add: Processing Fees					Payable throu	Iah			
							J			
	Total Contract Price					Bank	HDMF			
	Total Amount Payable					7				
	·					Start of Finan	cina			
	MARKETING PROMO						rtization (subject	to Fl approval)		
	If mode of financing will not be approve shall be due and demandable. Non pay of all payments made with reference to	ment of the am		Institutio			duing interest			
		ment of the am	n Financial I nount due sh	Institutio nall autor		unpaid portion incl reservation agreer	duing interest			
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Signature over printed name Buyer/AIF Signature over printed name Buyer/AIF

PAGE 1 of 3. Individual Purchase

PDB PROPERTIES, INC.

11/F The Salcedo Towers Building Tower A 312 Sen. Gil Puyat Avenue Makati City

UNIT RESERVATION FORM ENT

RESER	VATION	I AGRE	EME

	Note: all details must be consistent with all docume	nts (ie. Valid ID of validate	d TIN)		
	SURNAME/LAST NAME	SUFFIX NAME	FIRST NAME		MIDDLE NAME
	CITIZENSHIP	GENDER MF	CIVIL STATUS Single Married	dWidow/WidowerLegally Separated	BIRTHDATE (MM-DD-YY)
	TYPE OF VALID ID	ID NO.		DATE ISSUED	PLACE ISSUED
3LE)	RESIDENCE ADDRESS	No./Unit	Phase/Block/I	Lot Building/Str	reet
ICAI	Use this as mailing address				
IF APPL	Bara	ngay/Municipallity	City	Country	Zip Code
SPOUSE (IF APPLICABLE)	Landline	Mobile or Cellul	ar Phone Number	Fax Number	Email Address
S	OFFICE/BUSINESS ADDRESS Use this as mailing address	No./Unit	Phase/Block/I	Lot Building/Str	eet
		ngay/Municipallity	City	Country	Zip Code
	Landline	Mobile or Cellul	ar Phone Number	Fax Number	Email Address
	SURNAME/LAST NAME	SUFFIX NAME	FIRST NAME		MIDDLE NAME
Ш,	CITIZENSHIP	GENDER M F	CIVIL STATUS Single Married	d Widow/Widower Legally Separated	BIRTHDATE (MM-DD-YY)
LICABL	TYPE OF VALID ID	ID NO.		DATE AND PLACE ISSUED	TIN (first 9 digits only)
IF APPI	RESIDENCE ADDRESS	No./Unit	Phase/Block/I	Lot Building/Str	reet
CO-OWNER'S DETAILS (IF APPLICABLE)		ngay/Municipallity	City	Country	Zip Code
R'S DE	Landline	Mobile or Cellul	ar Phone Number	Fax Number	Email Address
NE	OFFICE/BUSINESS ADDRESS	No./Unit	Phase/Block/I	Building/Str	reet
ō	Use this as mailing address			<u></u>	
U	Bara	ngay/Municipallity	City	Country	Zip Code
	Landline		ar Phone Number	Fax Number	Email Address
	SURNAME/LAST NAME	SUFFIX NAME	FIRST NAME		MIDDLE NAME
	CITIZENSHIP	GENDER M F	CIVIL STATUS SingleMarried	dWidow/WidowerLegally Separated	BIRTHDATE (MM-DD-YY)
	TYPE OF VALID ID	ID NO.		DATE ISSUED	PLACE ISSUED
POUSI	RESIDENCE ADDRESSUse this as mailing address	No./Unit	Phase/Block/I	. Building/Str	reet
NER'S S	Bara	ngay/Municipallity	City	Country	Zip Code
CO-OWNER'S SPOUSE	Landline	Mobile or Cellul	ar Phone Number	Fax Number	Email Address
0	OFFICE/BUSINESS ADDRESS Use this as mailing address	No./Unit	Phase/Block/I	Lot Building/Str	eet
		ngay/Municipallity	City	Country	Zip Code
	Landline	Mobile or Cellul	ar Phone Number	Fax Number	Email Address
	SURNAME/LAST NAME	SUFFIX NAME	FIRST NAME		MIDDLE NAME
⊢	CITIZENSHIP	GENDER	CIVIL STATUS	d Widow/Widowar Logolly Sonarated	
I -FACI	TYPE OF VALID ID	MF ID NO.		dWidow/WidowerLegally Separated	BIRTHDATE (MM-DD-YY) PLACED ISSUED
ATTY- IN -FACT	RESIDENCE ADDRESS	No./Unit	Phase/Block/I	_ot Building/Str	reet
1	Use this as mailing address Barai	ngay/Municipallity	City	Country	Zip Code
	Landline	Mobile or Cellul	ar Phone Number	Fax Number	Email Address

Signature over printed name Buyer/AIF

Signature over printed name Buyer/AIF

The following information is STRICTL	Y for Loan and Record purposes only. All informatio	n will be treated with utmost CONFIDENTIALITY.
Kindly answer all the questions	as truthfully and completely possible, we will verify th	neir correctness by conducting an interview.
Source of Funding (Please check only one)		
	Asia Australia US/Canada Europe	Middle East Seaman Others
🗖 Overseas Filipino		
Monthly Household Income (Please check)	Occupation (Please check)	
9,999 or less 10,000 - 19,999	Business/Entreprenuer	Blue Collar
$\square$ 10,000 - 19,333	Type of Business: Top Management	Mixed Income (Business + Compensation) Type of Business:
□ 40,000 - 59,999	Middle Management	Seaman
$\square 60,000 - 79,999$		
80,000 - 99,999	Licensed Professional	Retiree
more than 100,000	Artists/Media/Entertainment	Others:
Primary Purpose for Buying		No. of Children Living with you? (number & age)
Primary Home	For Resale/Buy and Sell	Pre-School/Below schooling age
Secondary Home	For Leasing/Renting Out	Elementary
Halfway/Weekday Home	☐ Future Inheritance ☐ For Family Member	Highschool College/Vocational/Post Grad
☐ Vacation/Weekend Home	Others	Working
	Residence	Vehicle/Car
Buyer		Buyer Co-Owner
Rented	Rented	Owned/Mortgaged Owned/Mortgaged
Owned		Owned/Not Mortgaged Owned/Not Mortgaged
└── Mortgaged └── Living with Parents/relatives	Mortgaged Living with Parents/relatives	Company Provided Company Provided — How many?
	already acquired a housing and/or lot loan from a	
Buyer	Spouse	Co-Maker
None	None	None
GSIS	Others .	Others,
	Are you currently a co-maker of a house and/or	
Buyer		Co-Maker
		Yes
No	No	No
	CREDIT/BANKING/PERSONAL REFEREN	ICE
A. PREVIOUS/EXISTING CREDIT REFERENCE		
Bank/Financial Institution	Type of Credit	Outstanding Balance
	·	
B. NON-BORROWING ACCOUNTS (SAVINGS,	CURRENT, ETC.)	
Bank	Type of Account	Balance
Hannelli dan ser a banda dha Duaita at (Dhana a sh		
How did you hear about the Project (Please ch	ECK all that applies)	
Sales Agent/Broker/Seller	Sales Events (Open House, Project Launch et	e)
TV or Radio Advertisement	Press Release	5)
	Print Ads	
Flyer, Leaflet or Brochure	🗖 Repeat Buyer	
Billboards, Signages, Directionals	Others	
Internet or Website		
Reason/s for Purchase		No. of Visits before purchase
Good Location	Know the Developer	□ None □ 4 □ 1 □ 5
Good Masterplan	Brand Features/Amenities	$\square 1 \qquad \square 5 \\ \square 2 \qquad \square 6 \text{ or more}$
	Others	
I/We hereby certify that all information given in this form are all ir	respect complete, true and correct to the best of my/our knowledge.	I hereby agree that any misrepresentation on the information provided shall
mean an automatic cancellation of this Unit Reservation Agreeme information provided in connection with my/our reservation and/o		o agreed that PDB Properties, Inc. may conduct, verify or investigate the
information provided in connection with my/our reservation and/o		
Principal Buyer	Spouse/Co-Owner	Attorney-in-Fact (AIF)
Date:	Date:	Date:
Witnessed By:		
	Desker	
PDBPI Representative Date:	Broker Date:	Salesperson Date:
	240.	540.
£		

Page 3 of 3: Client Information



Date :					
то :					
Subject :		Homes Tanauai	n Phase 2		
Dear	:				
Good day!					
Thank you for your reservation TANAUAN PHASE 2 subdivisior					
Unit Model	:				
Block/Lot	:				
Total Contract Price	:				
Amount of Equity	:				
Loanable Amount	:				
Loan Amount (initial computat *final computation will be b	-	proved amount of th	he chosen financing i	nstitution	
Type of Financing	:				
No. of Years to pay (Loan Amo	unt) :				

Inasmuch as you have signified your intent to avail of a housing loan financing from \_\_\_\_\_\_, you must submit the following documentary requirements on or before the stated prescribed deadlines:

## **30 DAYS AFTER RESERVATION:**

- 1. Birth Certificate (if single) or Marriage Contract (if married)
- 2. Latest proof of Billing or Barangay Certificate (for proof of residency)
- 3. Additional Government issued IDs (photocopy with 3 specimen signatures), if the two (2) required Government IDs have not been submitted upon reservation
- 4. 2 pcs. 1 x 1 ID picture
- 5. Proof of Income

### For Locally Employed:

- a. Certificate of Employment & Compensation
- b. Latest One (1) month pay slip

#### For OFW:

- a. Contract or Certificate of Employment
- b. Latest Pay slip or Proof of Remittance (both at least 3 months)
- c. Clear photocopy of passport showing date of entry and exit (to evidence the presence of the OFW in the execution and/or signing of the vital documents for housing loan such as Reservation Agreement, Contract to Sell, SPA, etc.)



## For Self-Employed (Professionals or with own Business):

- a. ITR with Audited Financial Statement (duly received by BIR)
- b. Business/Mayor's Permit
- c. License/PTR No. (for professionals)
- d. Bank Statement (for at least 3 months)

## THREE (3) MONTHS FROM DATE OF RESERVATION:

-Special Power of Attorney, if represented by an Attorney-in-Fact, duly notarized (if executed in the Philippines and supported by a clear photocopy of passport showing date of entry and exit) or consularized by the Philippine Embassy (if executed abroad)

## DAYS ( ) MONTHS BEFORE THE END OF YOUR EQUITY PERIOD:

- 1. Updated IDs, if already expired or nearing expiration
- 2. Updated Proof of Income (COEC, pay slip, ITR, Business Permits), if already expired or with changes such as increase in salary, transfer of employment, transfer of Business address, etc.
- 3. Updated or Latest Proof of Billing
- 4. Court Decision/Finality (for marital concerns)
- 5. Pag-IBIG SPA Form
- 6. Signing of all Pag-IBIG forms/legal documents
- 7. Updating of Pag-IBIG records (including merging of contributions if applicable) and updating of Multi-Purpose Loan, if applicable

We enjoin you to complete and submit the abovementioned required documents on time or as early as possible to facilitate the processing of your housing loan with your chosen financing institution and ensure the take-out of your loan at the end of your equity term. Please know that processing time takes about six (6) months. Likewise, this will facilitate your move-in to your unit as soon as your housing loan has been taken-out.

Failure to complete your requirements and/or submit them on or before the period may result in the delay or non-approval of your loan which may result to CONTRACT RECISSION OR THE REMAINING BALANCE BECOMING DUE AND DEMANDABLE and forfeiture of all your fees and payments as provided for in Section 10.c of the Reservation Agreement, whichever applies.

Should you have questions or need further clarification, please feel free to communicate with us. You may reach us directly through the following numbers \_\_\_\_\_\_ and look for \_\_\_\_\_\_.

Please give this matter your most preferential attention.

Thank you once again. Please accept our warmest regards!

PDB Properties, Inc.

## Acknowledged and Understood:

**Principal Buyer** 

Co-Borrower

Name	•
Name	•

Date :	
--------	--

Name :\_\_\_\_\_

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



# **Reservation Guidelines Counseling**

## 1. UNIT PURCHASED

Project:	Selling Price:
Location:	Discount (If applicable):
Block No.:	Net Selling Price:
Lot No.:	Miscellaneous Fees:
Lot Type:	Total Contract Price:
House Model:	First Equity Date:
Reservation Date:	Date of Full Payment/Take out Date:

#### 2. PAYMENTS

a) **Processing/Legal/Miscellaneous Fees (PLMF)** include documentary, technical and legal fees, and, payment for water and electrical connection. For lot only (if applicable) PLMF is exclusive of water and electrical connection.

b) Reservation fee is payable upon reservation and forms part of the equity.

- c) Down payment of \_\_\_\_\_\_ (\_\_) % of the Total Selling Price with processing/legal/miscellaneous fees of Pesos: \_\_\_\_\_\_ payable in \_\_\_\_\_\_ (\_\_\_) equal monthly payments amounting to Pesos: \_\_\_\_\_\_ per month which must be covered by postdated checks.
- d) Full payment of equity will have a discount of \_\_\_\_\_ ( \_\_\_) % of the total equity paid net of reservation fee.
- e) **First equity payment** should be thirty (30) days from the date of reservation or in accordance to the schedule listed below. Non-payment of the first equity payment shall automatically cancel the reservation fee, and all payments made shall be forfeited in favor of PDB PROPERTIES, INC. (PDBPI).

<b>Reservation Date:</b>	Due Date:
1 <sup>st</sup> to 15 <sup>th</sup> day of the month	15 <sup>th</sup> of the following month
$16^{\text{th}}$ to $30^{\text{th}}$ of the month	30 <sup>th</sup> of the following month

- f) **Full payment of the balance on the contract price or release of the loan take out proceed** shall coincide with the end of equity and must not be later than Thirty (30) days from equity end.
- g) Transfer Certificate of Title (TCT) the cost for securing TCT under the name of the buyer shall be paid during equity payment period. For accounts who opted to apply personally with their preferred Financing Institution (FI), TCT transfer fee will be collected upon PDBPI's receipt of Letter of Guaranty (LOG) from other financing institution. For fully paid accounts, if the buyer opts to process the TCT, payment for Documentary Stamp Tax will be paid by the buyer to PDBPI, which will be remitted to BIR together with Creditable Withholding Tax. All documents necessary for the transfer of name, including the Original Owner's Copy of TCT, will be given to the buyer. If the account is covered by an LOG, transfer of the TCT must be done by PDBPI only.
- h) **Payment of Taxes** the buyer is bound to pay the real estate taxes that may be levied on the unit purchased during the time Contract to Sell is enforced, when they become due and payable, including the corresponding surcharge and penalties in case of delinquencies.

3. **CANCELLATION AND FORFEITURE** – the account shall be cancelled and all payments shall be forfeited in the following scenarios:

- a) Failure or refusal of the buyer to complete the down payment or to pay any installment.
  - i. The return or non-payment of any checks issued herein upon presentment for the payment to the drawee bank for any reason, including "stop payment order".
  - ii. Non-payment of first equity shall automatically cancel the reservation.
  - iii. Delay in the encashment of any of the checks on due dates stated therein for any reason not attributed to PDBPI.



#### iv. Non-payment for three (3) consecutive months is subject for the cancellation of account.

- b) Failure or refusal of the buyer to sign and deliver to PDBPI the prescribed Contract to Sell within seven (7) days from receipt of notice.
- c) Failure of the buyer to submit any pertinent document or other requirements to PDBPI within seven (7) days from receipt of notice.
- d) Willful misrepresentation or falsification of any document under the Reservation Agreement.
- e) Failure to appear, in person, to PDBPI for a Contract to Sell counselling and/or signing.

### 4. DELIVERY OF THE UNIT & OCCUPANCY

- a) Delivery of the unit shall be Forty Five (45) days from the date of full payment or as scheduled and mutually agreed.
- b) Occupancy and possession shall be made within thirty (30) days upon receipt of written notice. Failure to secure the Authority/Clearance to inspect or Authority/Clearance to move-in within thirty (30) days shall be deemed an acceptance of the housing unit. In such an event, PDBPI shall not be liable from any loss or damage caused by theft, robbery, or construction of the unit.
- c) Possession of the unit shall be delivered to the buyer upon full payment of the Contract Price, payment of all dues and compliance of all documentary requirements.
- d) The property subject matter hereof shall be used for residential purposes only and no business or industry shall be allowed.
- e) PDBPI shall permit any construction or alteration only after the acceptance of the buyer of the property subject matter. The buyer must submit the proposed building plans of improvements/alterations for approval of PDBPI and prescribed deposit construction bond. The bond shall be refundable to the buyer upon compliance of the terms and conditions of the Authority to Construct. Homeowners' Association, local government unit and/or building permit should be secured by the buyer.

#### 5. ASSIGNMENT AND TRANSFER OF CONTRACT OF RIGHTS

- a) The Contract to Sell (CTS) allows PDBPI to sell, assign or transfer to one or more purchasers, any and all rights and interest in the CTS, including the right to mortgage the project with the title covering the unit purchased. PDBPI may assign all its rights and receivables under the CTS in favor of the bank, government or private financial institution.
- b) There is a buyback fee to the bank, government, or financial institution (FI) that shall be charged to the buyer in case of a transfer of a buyer's right to purchase a unit or if the buyer elects to apply for a loan from another FI to finance the purchase of the unit.
- c) A buyer may be allowed to transfer their loan financing to other another FI on the following conditions:
  - i. The documentary requirement of the other FI are for approval of PDBPI.
  - ii. If the approved amount is lower than the outstanding balance from PDBPI, the buyer is obliged to pay the difference.
  - iii. The buyer is bound by the terms and conditions of the CTS including the payment of the monthly equity and amortization until such time that the FI releases the loan proceeds to PDBPI.
  - iv. All cost related to the loan application shall be for the account of the buyer.
  - v. The transfer of title to the buyer's name will be made after the buyer paid the TCT cost, complied all the required fees and documents, and the account is currently updated.

#### 6. TRANSFER OF RIGHTS TO PURCHASE A UNIT

- a) Any transfer of the buyer's right to purchase a unit has an equivalent fee depending on the nature of transfer. The transfer must comply with the documentary requirements, which includes the issued PDCs, based on the prevailing terms and conditions between the buyer and PDBPI.
- b) The buyer shall not sell, mortgage, lease, cede, transfer, assign or in any other manner alternate or dispose of any condition of this Contract, without the written consent of PDBPI, until and unless full ownership over the unit/property has been transferred to the buyer.



#### 7. GENERAL PROVISIONS

- a) The buyer agrees that all notices and all forms of communication may be sent thru buyer's home address, email address and contact information provided in the Reservation Agreement. The buyer agrees to expressly notify PDBPI of any change of home address, email address, or contact information, within a reasonable time from the change thereof. Service of Notice of cancellation or forfeiture may be made at the address of the buyer stated in the Reservation Agreement or at the current address of the buyer at the option of PDBPI.
- b) In the event that the residential unit covered by the Reservation Agreement has been offered by mistake and/or inadvertence rendering such unit/property not available for sale or disposition, the buyer agrees to have said unit/property exchanged with another similar area and value in the same housing property or to the cancellation of the Reservation Agreement subject to the reimbursement of all payments, without interest. The buyer hereby holds PDBPI, its directors, officers, stockholders, employees, and staff, free and harmless from any liability, civil or criminal and from any claim, demand or suit relative to such exchange or cancellation and/or incident arising therefrom.
- c) Before the issuance of the Contract to Sell, PDBPI shall have the right to cancel and rescind the Reservation Agreement for any and all causes beyond its control which render the completion of the project impossible and/or impractical upon service the buyer written notice and refunding all payments made without interest.
- d) PDBPI may modify the construction plan and/or specification in the course of construction of the construction, including the subdivision plan, housing component, or any part of the project, as it may deem necessary to comply with any national or local government law and regulations or to further enhance the value of the project.
- e) Management and administration maintain all the improvements existing on the land in good condition and order during the life of the Contract to Sell. Should the buyer fail to do so, PDBPI shall have the right to enter upon the property and make repairs and the total cost shall be charged to the buyer. No billboard commercial or advertising signs shall be construed on the property.

#### 8. STRICT COMPLIANCE

Upon acceptance of the housing unit, the buyer automatically becomes a member of the Homeowners' Association and required to pay the Subdivision Maintenance and Upkeep Contribution and/or HOA Dues.

Whatever consideration or forbearance, PDBPI may concede to the buyer shall not be construed or interpreted as renunciation.

Confirmed By:

Counseled By:

Buyer Print Name and Signature Unit ID: Date

Witnessed By:

PDBPI Representative Print Name and Signature Position: Date:

Print Name and Signature Position: Date:

MCM/PDB.Reserv Counseling



#### 11/F Salcedo Towers Building Tower A 312. Sen. Gil Puyat Ave. Makati City

## PDB PROPERTIES, INC. RESERVATION AGREEMENT

**1. EXECUTION OF RESERVATION AGREEMENT** – To initiate the purchase of a unit/property, the BUYER shall execute a Reservation Agreement and pay a Reservation Fee, other charges and assessments. The Reservation Fee is non-refundable and non-transferable without the express consent of PDB Properties, Inc.

**2. CONTRACT TO SELL** – After full payment of the Reservation Fee, PDB Properties, Inc. shall execute a Contract to Sell in favor of the BUYER which Contract the BUYER undertakes to sign and submit to PDB Properties, Inc. within <u>seven (7)</u> days from receipt thereof.

**3. DEED OF SALE** – Upon full payment of the purchase price and all other assessments and submission by the BUYER of the complete documents necessary to register and transfer of ownership, PDB Properties, Inc. shall execute in favor of the BUYER the required Deed of Absolute Sale.

**4. FINANCING INSTITUTION** – The BUYER may avail of PDB Properties, Inc. assisted FI financing application or may opt to personally apply to a financing institution acceptable to PDB Properties, Inc., for the total Purchase Price or any portion thereof. However, the BUYER shall be solely responsible for providing all documents necessary for the processing of the loan application and PDB Properties, Inc. shall only continue to proceed with the sale upon receipt of the full payment of the purchase price. Maximum term to be given to the BUYER is 90 days commencing from the end of equity.

# **5. DENIAL OF LOAN / MOVE IN -** In the event that;

(A) the financing institution disapproves BUYER'S loan application; an authorized PDB Properties Personnel shall immediately notify buyer of the disapproval via email or mail thru BUYER's last registered email or mailing address. The BUYER shall have the option to (1) fully pay whatever balance including any interest or penalties if applicable prior to installation of utilities and move in or (2) BUYER may choose to apply with any financing institution. The BUYER should inform PDB Properties via email or writing of the option chosen within seven (7) days upon receipt of disapproval notice. BUYER shall be given a maximum period of 90 days commencing from equity date end with a corresponding 12% per annum interest payable every month in arrears.

(B) The BUYER elects to MOVE-IN prior to the approval and release of the loan application from PDB Properties Inc. accredited FI or BUYER's own FI release of the proceeds thereof, the BUYER shall automatically issue a postdated check dated 30, 60 or 90 days after equity end on the corresponding unpaid balance including any interest and/or penalties if applicable.

Failure of any of the options given shall automatically cause contract recission subject to the provisions of RA 6552.

**6. AUTHORITY TO MOVE-IN** – The BUYER shall be allowed to MOVE-IN only upon issuance of an Authority to Move-In issued by PDB Properties, Inc. BUYER shall not interfere with, alter, amend or make any changes on the design and/or plan of the residential unit without the prior written approval by PDB Properties, Inc.

**7. PAYMENT OF PURCHASE PRICE** – The balance or equity of the total purchase price shall be due and payable within thirty (30) days upon BUYER'S receipt of the Notice or Unit/Lot Completion and Turnover. Thereafter, the BUYER shall automatically become a member of the Homeowners' Association which organized by the residential unit owners.

**8.** NON-AVAILABILTY OF UNIT – In the event that the residential unit covered by this Reservation Agreement has been offered by mistake and/or inadvertence rendering such unit/property not available for sale or disposition, the BUYER agrees to have said unit/property exchanged with another similar area and value in the same housing project or to the cancellation if this Reservation Agreement subject to the reimbursement of all payments, without interest. The BUYER hereby holds PDB Properties, Inc., its director, officers, stockholders, employees, and staff, free and harmless from any liability, civil and criminal and from any claim, demand or suit relative to such exchange or cancellation and/or incident arising therefrom.



**9. RESERVATION TO RESCIND BY PDB** – Any provision to the contrary notwithstanding, the BUYER hereby agrees and acknowledges that PDB Properties, Inc. has the right to cancel and rescind this Reservation Agreement for any and all causes beyond its control which render the completion of the project impossible and/or impractical by serving upon the BUYER a written notice thereof and refunding all payments made without interest.

**10. CANCELLATION / RESCISSION OF AGREEMENT** – This Reservation Agreement may be cancelled and rescinded and all fees and payments made forfeited in favor of PDB Properties, Inc. as liquidated damages; and, thereby authorizing PDB Properties, Inc. to sell the subject property to any third party in accordance with applicable laws, under any of the following circumstances:

- a. Should BUYER fail to pay any amount due under the Reservation Agreement on due date, for whatever cause not attributable to PDB Properties, Inc.;
- b. Transfer by the BUYER of this Reservation Agreement without the express approval of PDB Properties, Inc., non-compliance with stipulated sales guidelines and non-payment of related transfer fees and charges;
- c. Failure of the BUYER to submit any pertinent document or other requirements to PDB Properties, Inc. as stated on the attached "Annex A"
- d. Failure to pay at least three (3) monthly amortizations due on the balance of the contract price or default in the In-House Loan amortization payments. In case of reinstatement of account, the BUYER shall be assessed a penalty equivalent to one-tenth (1/10) of the one (1) percent per day of delay; and,
- e. Failure of the BUYER to comply with any of the terms and conditions of this Reservation Agreement.

**11. FINALITY OF RESERVATION AGREEMENT** – Although, the purchase price, size, location and identity of the property shall be subject to change, the same is binding and enforceable only upon compliance and satisfaction of the following:

- a. Full payment of all Net Cash Requirements, as evidenced by PDB Properties, Inc. official receipts;
- b. Completion of all documents required under this Reservation Agreement;
- c. Confirmation and Acceptance by the PDB Properties, Inc. of the Reservation Agreement; and,
- d. Final approval or release of the housing loan proceeds to PDB Properties, Inc. by the financing institutions, if applicable.

**12. ASSIGNABILITY OF AGREEMENT** – PDB Properties, Inc. reserves the right to assign, sell, dispose, transfer and/or alienate its right, participation and/or interest under this Reservation Agreement in favor of third person(s). Upon such assignment, the rights of PDB Properties, Inc. under this Reservation Agreement may be exercised by the assignee. The BUYER allows and authorizes PDB Properties, Inc. to provide the assignee all information provided herewith as deemed necessary and shall not be construed as violation of the Data Privacy Act of 2012, and other related laws.

**13. BINDING STIPULATIONS** – Any representation/s or warranty/ies made to BUYER by any party shall not be binding on PDB Properties, Inc. unless reduced into writing and signed by PDB Properties, Inc. This Reservation Agreement shall not be changed, modified or altered or in any way amended by any act/s or tolerance by PDB Properties, Inc. unless such change/s, modification/s or amendment/s are reduced in writing and signed by PDB Properties, Inc.

14. WARRANTY ON INFORMATION – The BUYER hereby declares that all information which have been provided for the purposes of executing this Reservation Agreement are true and correct and agrees to expressly, directly and personally inform PDB Properties, Inc. of any change thereof. PDB Properties, Inc. shall have the right to solely rely in the information provided by the BUYER. Correspondingly, PDB Properties, Inc. shall not be held responsible for any error, non-communication or miscommunication of any pertinent information provided.



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**15. SERVICE OF NOTICES** – The BUYER hereby agrees that all notices and all forms of communication may be sent thru BUYER'S home address, email address and contact information as

chosen by the buyer or the authorized representative. The BUYER agrees to expressly notify PDB Properties, Inc. of any change of home address, email address or contact information, within 15 days time

from the change thereof. Service of Notice of cancellation and forfeiture may be made at the address of the BUYER herein stated or at the current address of the BUYER at the option of PDB Properties, Inc.

**16. WARRANTY ON LEGITIMACY OF FUNDS** – The BUYER warrants that the funds obtained and offered in the purchase of the property herein are through legitimate means. The BUYER holds PDB Properties, Inc. free and harmless from any incident, claim, action or liability that may arise due to BUYER'S breach of the herein warranty.

**17. ENTIRE AGREEMENT** – The BUYER further declares, that this Reservation Agreement and Reservation Guidelines Counseling herein attached as addendum, contains the entire agreement between the parties; and, that, any stipulation, representation, agreement, or promise, verbal or otherwise, not contained herein by reference shall not bind PDB Properties, Inc.

(Signature over Printed Name) Buyer/AIF/Authorized Signatory (Signature over Printed Name) Buyer/AIF/Authorized Signatory (Signature over Printed Name) Buyer/AIF/Authorized Signatory

(Signature over Printed Name) Sales Agent

Confirmed by:

(Signature over Printed Name) PDB Properties, Inc.