

RESERVATION APPLICATION (General Conditions)

SECTION 1. OFFICIAL ACCEPTANCE AND PAYMENT OF RESERVATION FEE -- It is hereby expressly understood that New San Jose Builders, Inc. (NSJBI) is under no legal obligation whatsoever, whether in law and/or equity, to accept any application/offer for reservation (the, "reservation application") -- *the submission of corresponding forms and/or receipt of the stipulated reservation fee and/or other amounts, notwithstanding* -- it being expressly acknowledged that a valid and binding reservation agreement shall exist between NSJBI and the concerned person/s (hereinafter, the "RESERVOR") reserving one or more units or house & lot packages (hereinafter, the "subject unit"), only upon fulfillment of the following mandatory pre-conditions:

- a. Official written conformity and signature of acceptance as appearing on the reservation application by the authorized representative/s of NSJBI, duly designated for that purpose, who may *motu proprio* introduce modifications or amendments to the terms of the reservation application, to address mistakes, errors, inaccuracies, and/or oversights therein, *Provided that*, no approval and/or consent shall be inferred from the mere acceptance of payment/s without the requisite official written conformity and signature of acceptance by the duly authorized representatives of NSJBI as aforesaid; and
- b. Payment in full of the stated reservation fee, as attested by the corresponding official receipt issued by NSJBI, *Provided that*, cash payments shall be effective on the date that the same are received in-full by NSJBI, while non-cash payments/tenders (i.e. checks/credit card transactions) shall be effective only from the date that the actual cash equivalent/proceeds thereof are received in-full by NSJBI.

SECTION 2. NON-REFUNDABILITY/NON-TRANSFERABILITY OF RESERVATION FEE -- The RESERVOR hereby expressly confirms and professes to be cognizant and aware of the current state of development and official status/condition of the condominium/housing project at the time of the acceptance of the reservation application, for which full and complete disclosure has been made by NSJBI, and thereby assumes full and complete responsibility therefor, holding NSJBI free and harmless. Furthermore, being thus fully apprised of the relevant facts and circumstances, RESERVOR likewise expressly acknowledges, affirms, and recognizes that the stipulated reservation fee shall be absolutely non-refundable/non-transferable for whatever cause and/or reason, which shall be applied to the payment of miscellaneous fees for the acquisition of the SUBJECT UNIT, should a binding contract/agreement in that regard be subsequently entered into and perfected in accordance with law and the relevant terms of the accepted reservation application. **Objections**

SECTION 3. PERIOD TO SUBMIT REQUIREMENTS -- The RESERVOR shall be given an inextendible period of **thirty (30)-days** (hereinafter, the "reservation period") from fulfillment of the mandatory conditions stated in Section 1, hereof, to comply with the following:

- a. Submit to NSJBI all of the pertinent documentary requirements, including, among others government issued ID/s, special power/s of attorney, if applicable, and sufficient proof/s of income;
- b. Execute, issue, and deliver to NSJBI the corresponding post-dated checks (PDCs) covering all the required payments/amortizations for the SUBJECT UNIT;
- c. Sign, execute, and return the corresponding Contract to Sell (CTS) or Option Agreement (OA) and other related documents to NSJBI; and
- d. Comply with such other requirements and conditions which NSJBI may reasonably impose in connection with the acquisition of the SUBJECT UNIT.

- Failing which, the reservation shall automatically expire after the lapse of the aforesaid reservation period, without further notice, and the reservation fee and all other amounts and/or monies paid in connection therewith shall be forfeited in favor of NSJBI as liquidated damages, *provided that*, NSJBI shall retain the absolute right and prerogative to decline from entering into a contract/agreement for the subject unit, regardless of RESERVOR's compliance with the foregoing requirements, and return all payments made in connection herewith, net of the stipulated reservation fee, unless otherwise provided herein.

SECTION 4. MONTHLY AND PERIODIC AMORTIZATIONS/PAYMENTS -- The RESERVOR undertakes to faithfully pay the stipulated monthly and periodic amortizations for the SUBJECT UNIT, as well as all other fees, payments, and charges in connection therewith, on the respective commencement/due dates thereof, without need of demand, irrespective of whether the corresponding contract to sell (CTS)/option agreement (OA), if any, has been delivered to, and/or received by the RESERVOR, and, in addition, likewise commits to pay penalties computed at the rate of three percent (3%) per month on all unpaid amounts, from delinquency, until the same are paid, without prejudice to the exercise of NSJBI's right of cancellation, with forfeiture of any and all amounts paid in connection with the acquisition of the SUBJECT UNIT as, and by way of, liquidated damages.

SECTION 5. UNAVAILABILITY OF UNIT -- The RESERVOR hereby agrees that in case of the unavailability for sale of the SUBJECT UNIT for any reason whatsoever, the same shall be substituted with another unit of equal area or value at the option of NSJBI, or in the alternative, RESERVOR may cancel this reservation, subject to reimbursement, without interest, of all payments made in connection therewith, net of the stipulated reservation fee, unless otherwise provided herein.

SECTION 6. CANCELLATION -- The RESERVOR expressly agrees and acknowledges that NSJBI has the absolute right, at any time, to cancel the reservation and acquisition of the SUBJECT UNIT without further notice and for any cause whatsoever, by giving written notice of its intention to do so, in which case, all payments, net of the stipulated reservation fee shall be returned, unless otherwise provided herein.

SECTION 7. WARRANTIES AND REPRESENTATIONS -- It is hereby understood that an officially accepted reservation application embodies the entirety of the terms and conditions between the parties in connection with the reservation of the SUBJECT UNIT, thus any terms, warranties, and/or representations not contained in the accepted reservation application, shall not be binding on NSJBI unless reduced into writing and signed by its authorized officers duly designated for that purpose. The accepted reservation application shall be binding upon the parties and their respective successors, representatives and/or assigns.

SECTION 8. VALUE ADDED TAX (VAT); DOCUMENTARY STAMP TAX (DST); REGISTRATION FEES, AND OTHER TAXES -- In accordance with existing laws, rules, and regulations, RESERVOR undertakes to be solely responsible and liable for the payment of VAT which shall be assessed and collected where the Unit Selling Price (USP) is TWO MILLION FIVE HUNDRED PESOS (Php2,500,000.00), or greater, as well as documentary stamp tax, registration fees and other taxes.

SECTION 9. HDMF LOAN TAKE OUT AND PAYMENT OF STATED EQUITY -- The RESERVOR hereby expressly confirms and professes to be cognizant and aware of the possibility, upon full and complete disclosure by NSJBI to that effect, that RESERVOR's housing loan, if any, with the HOME DEVELOPMENT MUTUAL FUND (HDMF) may be expedited and approved for loan take-out even prior to the expiration of the corresponding period for payment of the stipulated equity portion for the acquisition of the SUBJECT UNIT, and expressly acknowledges the obligation to pay simultaneously, and in parallel, all monthly and periodic amortizations, fees and charges, respectively owing to both HDMF and NSJBI, as and when they fall due.

SECTION 10. HDMF LOAN REQUIREMENTS -- For HDMF housing loan purposes, RESERVOR acknowledges and affirms the following:

- a. That RESERVOR has not applied for, neither does the RESERVOR have any existing housing loan with the HDMF whether as co-maker or co-borrower, it being understood that a prior existing housing loan shall disqualify RESERVOR from applying for another housing loan in connection with the SUBJECT UNIT;
- b. That all expenses in connection with MRI/DRE, FI Premium, and contribution upgrading payable to HDMF shall be for the account of the RESERVOR;
- c. That the final loanable amount shall depend on the RESERVOR's capacity to pay and the HDMF appraised value; and
- d. That in case of any discrepancy between the representations/information provided by the RESERVOR and actual documents subsequently submitted which may lead to a reduction in the loanable amount, the RESERVOR shall either pay the additional equity outright, or submit additional proof/s of other income acceptable to HDMF.

SECTION 11. DEVIATIONS AND VARIANCES -- It is hereby expressly recognized and acknowledged that, due to the nature of the development and the construction process, it is unavoidable for certain deviations and variances to arise between the approved plans/specification, and the SUBJECT UNIT, as built, including, among others, minor differences in floor area. In this regard, RESERVOR agrees that a difference of one (1) square meter, or less, between the floor area, as stated in, among others, the approved plans/specifications, and the actual floor area of the subject unit, as built, or indicated in the corresponding TCT/CCT, shall be *de minimis* and insubstantial, and, consequently, shall not affect the terms of the accepted reservation application and/or any other contract/agreement which may be entered into in connection with the SUBJECT UNIT, including, among others, the stipulated selling price and consideration agreed upon by the parties.

SECTION 12. MOVE-IN -- It is hereby understood that, apart from other applicable requirements in the premises, the corresponding Post-Dated Checks (PDCs) covering all unpaid amounts/amortizations shall be issued, executed, and delivered to NSJBI, as a condition *sine qua non* prior to move-in.

SECTION 13. BANK FINANCING -- In case the buyer opts to secure external financing from a bank or other financial institution, it is hereby understood that the RESERVOR shall pay the stated monthly installments on the outstanding balance at the given in-house financing rate/term, until such time that the full loan proceeds from any loan/credit accommodation secured by the RESERVOR, if any, sufficient to pay for said balance are finally released to, and actually received by the SELLER to its complete satisfaction and benefit, subject to appropriate reconciliation if necessary. In this regard, the RESERVOR expressly acknowledges that certain amounts and fees, etc., may be excluded from the coverage of a corresponding loan/credit accommodation, as may be required by said policies of the particular bank or other financial institution involved, and that NSJBI makes no representations/warranties, express and/or implied, regarding the extent to which the amount of said unpaid balance inclusive of other amounts and/or fees may be the proper subject of a loan/credit accommodation. In such a case, any amount/s so excluded from the coverage of the corresponding loan/credit accommodation shall be for the exclusive account of the BUYER, to be paid upon appropriate demand.

SECTION 14. DISCOUNTS -- It is hereby understood that the RESERVOR has no vested right whatsoever to discounts and/or other promotional incentives, which may be granted by the SELLER only upon full and timely compliance by the RESERVOR with the relevant terms and conditions therefor and that, in addition to other remedies available to the SELLER, any default by the RESERVOR in the payment of stated amortizations/amounts, as and when they fall due, and/or failure to comply with other applicable terms and conditions in the premises, shall automatically cause the immediate and unconditional reversion/revocation of any and/all discounts and promotional incentives, in which case, any and all amounts, if any, waived by the SELLER, shall be immediately reinstated, and form part of the unpaid obligation of the RESERVOR, payable upon demand.