

RESERVATION AGREEMENT

(HOUSE AND LOT PACKAGE)

LOCATION: PH/BKL/LOT: DATE:

LOT AREA: FLOOR AREA: HOUSE MODEL:

Total Contract Price :

Discount :

Net Total Contract Price :

Down payment/Equity :

Reservation Fee :

Monthly Equity Payment :

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| --- | --- |
| OTHERS: |  |
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SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. TERMS OF PAYMENT. I/We shall pay to AGL Primo Corporation the foregoing contract price for the property, (exclusive of processing fees and other expenses) in accordance with the above computation.
The amount of (Philippine Peso) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be paid to AGL Primo Corp. through cash.
2. PAYMENT TO AGL Primo Corporation. I/We shall make all payments under this Agreement directly to AGL Primo Corp. for proper issuance of provisional or official receipts to facilitate in my/our payments; I/We shall issue Post-Dated Checks (PDC’s) in accordance with the above schedules. AGL Primo Corp. shall not be liable for any collection of payments made through agents and brokers, until an official receipt is issued by AGL Primo Corp.’s authorized representative.
3. PROCESSING FEES. Processing Fees such as, bank charges, interest or insurance premiums and other such fees for the housing loan shall be for my/our account and be paid by me/us as scheduled.
4. SITE VISIT. I/We acknowledge that we have personally visited the project site, read this agreement, familiarized myself/ourselves with the subdivision layout, pricing, house plans and specification, and found the same acceptable.
5. LIMIT OF AUTHORITY OF AGENT. I/We further understand that any representation or warranty made by the agent or broker who handled this sale, not embodied herein, shall not be binding on the Company unless reduced into writing and confirmed by the authorized representative of AGL Primo Corp. and this contract shall not be considered changed, modified, altered or any way amended by acts of tolerance of AGL Primo Corp. unless such changes, modification, or amendments are made in writing and signed by the aforementioned authorized representative. Only duly authorized representatives of AGL Primo Corp. are allowed to make commitments for and in behalf of AGL Primo Corp.
6. CANCELLATION AND FORFEITURE OF PAYMENTS.

The occurrence of any of the following events entitles AGL Primo Corp. to cancel this Reservation Agreement and forfeit as liquidated damages the reservation fee and other payments I/We have made, and all improvements I/We have made in my unit in favor of AGL Primo Corporation.

1. Failure or my/our part to submit the complete required loan documents within fifteen (30) days from reservation.
2. Misrepresentation or falsification of any of the documents required under this agreement.
3. Failure on my/our part to execute, sign or deliver all other documents within seven (7) days from written notice that some documents maybe required by AGL to complete my/our housing loan application with Financing Institutions as the case may be.
4. Failure on my/our part to pay any installment in the down payment & monthly amortization when due as stated above.
5. Failure on my/our part to sign or deliver the prescribed Contract to Sell, Deed of Sale, Deed of Re-conveyance and Buyer’s Acceptance, etc. within five (5) days from the date required by the AGL Primo Corp.
6. Withdrawal on my/our part from this agreement for any reason whatsoever; and
7. Failure on my/our part to issue post-dated checks as monthly equity and monthly amortization for my real estate

 mortgage thirty (30) days from the date of my/our reservation.

1. FINALITY OR RESERVATION.

The contract price, size, location and identity of the PROPERTY shall be final, binding and enforceable against AGL only upon satisfaction of the following

* + 1. Full payment of the Total Cash involved referred to above as evidenced by Official Receipt issued by AGL Primo Corp.
		2. Completion of all documentary requirements under this Agreement;
		3. Confirmation and Acceptance of AGL Primo Corp. of Reservation and
		4. Release of the housing loan by the Financial Institution. Pending such finality, all prices and other particulars of the property are still subject to general adjustments by AGL without prior notice to me/us. In the event that the above subject lot/s found to be unavailable for sale to me/us due to prior sale commitment or other transaction or with another party, the same having been offered to me/us by the mistake or inadvertence, I/We agree to the subject lot/s exchange with lot/s equal area or value, or to the cancellation of the reservation agreement, subject to the reimbursement of all payments previously made by me/us by reason of this reservation.

Any provision to the contrary notwithstanding, I/We hereby agree and acknowledge that AGL has the right to cancel and rescind this reservation for any cause whatsoever at any time before issuance of my Contract to Sell by giving written notice of its intention to do so and refunding to me all my/our payments made by virtue hereof.

1. LOAN DENIAL. I/We undertake to secure alternative financing acceptable to AGL Primo Corp. within thirty (30) days from written notice of the denial of my/our loan application with the FINANCIAL INSTITUTION. Failure on my/our part to secure acceptable alternative financing shall cause the automatic cancellation of this Reservation Agreement and the forfeiture of my payments made on the property.
2. SEVERABILITY. The declaration of invalidity or enforceability of any part of this agreement shall not affect the remaining provisions that are otherwise valid.
3. TRANSFERABILITY. This reservation shall be non-transferable except with the prior written approval of AGL Primo Corp. All transfers shall be subject to the adjustments on process and terms prevailing at the time of transfer and payment to AGL Primo Corp. of a transfer fee in the amount of TEN THOUSAND (P 10,000.00) PESOS. In any case the buyer-assignor shall be jointly and severally liable for any payment due to AGL Primo Corp. under this agreement unless the buyer secures the written approval of AGL prior to such transfer.
4. ACCEPTANCE OF UNIT (S) & OCCUPANCY. After the house completion and/or issuance of the confirmation of completion and appraisal (COCA), I/We accept my/our unit(s) from AGL Primo Corp. upon notice. Failure of my/our part to accept the unit on the specified date in the notice, I/We agree to release RAMRI of any responsibility or liability for any damage or pilferage to the property and waive my/our right for any house repairs. I/We shall move-in and occupy the PROPERTY only upon notification of the AGL, which upon LOAN TAKE-OUT or upon payment of full equity and issuance of the complete set of postdated checks dated according the above-mentioned schedule. However, if I/We wish to occupy the unit earlier, provided that COCA has been released, the AGL Primo Corporation WILL CHARGE A RENTAL FEE UP TO THE TIME OF MY/OUR LOAN TAKE-OUT at the prevailing rental rate in the area or an amount mutually agreed upon.

*I/We have read/understood and agreed with and accept all the aforesaid terms and conditions as shown by my/our signatures.*

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| Client Signature Over Printed Name | Spouse Signature Over Printed Name |

Residence :

Tel./Mobile Number :

ID/Residential Certificate :

Date/Place Issued :

Tax Identification Number :

Sales Consultant :

Admin/Marketing :

Engineering :

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| WENCESLAO L. LLANA III | JOSE ANGELO B. GO |
| Managing Partner | Managing Partner |
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|  |  |
| AIMEE MARIE S. UMALI |
| Managing Partner |
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