



Control No: _____

RSP/ Broker: _____
Source: _____

RESERVATION AGREEMENT
Buyer/s

Project Name:	
Location:	
Description:	Vacant Lot () Residential Lot () House & Lot () Farm Lot ()
	With Improvement () With Parking ()
Block No:	
Lot No:	
Lot Area:	
Price SQM:	
House Type:	

Terms of Payment: _____

- () Cash
() Installment:

Down Payment: _____
Balance: _____

Payable on: _____
Term (No. of years): _____

- () Others: For Financing: _____

I/ We learned the property thru my ☐ Broker/Referrer ☐ ELRDI Employee

(Signature over printed name)
Tel. No. / Mobile No.: _____
Email/ Address: _____

If not thru a Broker/ Agent/ ELRDI Employee, please check the applicable box below:
☐ Facebook Page ☐ For Sale Signage ☐ Newspaper ☐ Internet ☐ Others, pls. specify _____

The undersigned (hereinafter, the “BUYER”, regardless of number) hereby manifest an intention to reserve and purchase from **EQUITY LAND REALTY DEVELOPMENT INC.** (hereinafter, the “SELLER”) the real property specified above, located at _____ (hereinafter referred to as the “Property”) for a purchase Price of: PESOS: _____ (Php _____), Philippine Currency, inclusive of value-added tax. The BUYER understands and agrees that the reservation for the Property is subject to the following terms:

1. **Reservation Fee.** Upon execution of this Reservation Agreement [the "Agreement"], the BUYER shall pay the SELLER a non-refundable Reservation Fee in the amount of PESOS: _____ PESOS (Php _____), Philippine Currency, which shall be applied as part of the Downpayment.

If not submitted together with this Agreement, the duly accomplished Client's Information Sheet, together with all pertinent documents and information required therein (e.g. Tax Identification Numbers, Passport/Driver's License Nos., etc.), should be tendered by the BUYER, within fourteen (14) days from the Date of Reservation.

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.
3. **Downpayment.** The BUYER shall pay the Downpayment within thirty (30) calendar days from payment of the Reservation Fee; otherwise, the reservation shall automatically be deemed withdrawn, with no further notice to the BUYER, written or otherwise, and the SELLER shall then have the absolute right to cancel this Agreement, forfeit the Reservation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, and pays an amount equivalent to three percent (3%) of the Downpayment due, reckoned from the Due Date, as and by way of late payment penalty.

No extension of the period within which to pay the Downpayment shall be deemed to have been made if the requisite late payment penalty is not paid simultaneously with the submission of the written request for extension. The late payment penalty, if any, shall not form part of the Downpayment. Failure of the BUYER to pay the Downpayment at the end of the 15-day extension period shall entitle the SELLER to cancel this Agreement, forfeit the Reservation Fee and offer the Property to other interested parties with no further notice to the BUYER, written or otherwise.

4. **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 of no effect as regards the SELLER and shall be cause for the cancellation of this Agreement and the forfeiture of the Reservation Fee.

5. **Cancellation of the Agreement.** The SELLER shall also 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 the BUYER fails, despite due notice, to comply with any covenant or obligation required to be performed or undertaken hereunder including, but not limited, to the return to the SELLER of the duly executed Conditional Deed of Sale, or to comply with the covenants and restrictions under the Master Deed with Declaration of Restrictions, or the concealment of material facts or the provision of false or misleading information in any of the documents signed by the BUYER.

In any event, provided there is no contributory fault or gross negligence on the part of the SELLER, the SELLER reserves the right to rescind this Agreement and cancel this Agreement at any time before the Conditional Deed of sale is executed, for any reason whatsoever, by giving the BUYER a written notice of its intention to do so and after refunding all payments made by the BUYER, without interest.

6. **Payment via Local Checks.** In case payment of the Reservation Fee and/or Downpayment is made via local personal checks, the receipt thereof shall not procedure the effect of payment until the amount thereof is actually encashed or credited by the collecting bank in favor of the SELLER.
7. **Foreign-Currency Denominated Payments.** In case payment of the Reservation Fee and/or Downpayment is made via postdated US dollar denominated checks, the closing rate at the Philippine Dealing System, at the time the said checks clear, shall be used in determining the actual amount of payment to be credited.

In case of payment via US dollar notes, the closing rate at the Philippine Dealing System of the previous banking day less Php 0.10 per US\$1.00 (as and by way of FCDU handling cost) shall be used in determining the actual amount of payment. In case of payment via US dollar wire transfer, the closing rate at the Philippine Dealing System on the date the amount transferred is actually credited to the account of the SELLER, shall be used in determining the actual amount of payment to be credited.

8. **Miscellaneous.** It is further understood that:
- Sale is on "as is, where is" basis as to physical condition of the property.
 - Creditable Withholding Tax (CWT) will be shouldered by the Company up to the extent of the purchase price.
 - Documentary Stamp Tax, Registration Fees, transfer fees and taxes, title processing and other related/incidental expenses and documents pertaining and relative to the transfer of title(s) and ownership to Buyer's name shall be for Buyer's account but the processing shall be done by the SELLER.
 - This form must be completely filled-out by the buyer along with the client information sheet, otherwise, ELRDI will not be able to process the agreement.
 - This Reservation agreement shall be valid within 5 years from the receipt of ELRDI. Validity may be extended on a case-to-case basis especially if the delay is caused by the Company.
 - In the event that the buyer wishes to cancel the said purchase, both parties agree that only 50% of the total contract price can be refunded from the buyer's payment in case of full payment, for installment buyers see letter K.
 - The buyer who wishes to cancel his/her purchases shall notify the office via written consent and will be subjected for approval. Upon approval, the process shall be done within 3 months.
 - Should the buyer fail to pay Amortizations on their due date, a 3% of the Amortization's amount penalty will be added. The said penalty of 3% may increase upon failure to pay the following month (3% per month unpaid).
 - Should the buyer fail to pay 5 consecutive months of his/her amortizations, the account shall be forfeited and operating costs, broker/salespersons commissions, etc. shall be deducted from the refundable amount of 50% of total payments made.
 - In case of the buyer's failure to pay installments, the provisions of Republic Act 6552 or the Realty Installment Buyer's Act shall be complied with:
 - All sales are subject to 2.5% miscellaneous fees on top of the total contract price (TCP). This is to cover the notarial fees for the Conditional Deed of Sale of Real Estate properties which is about 1-2% of the TCP plus Total out-of-pocket expenses (TOPE) to and from the Notary office.

Section 3. In all transactions or contracts involving the sale or financing of real estate on installment payments, including residential condominium apartments but excluding industrial lots, commercial buildings and sales to tenants under Republic Act Numbered Thirty-eight hundred forty-four, as amended by Republic Act Numbered Sixty-three hundred eighty-nine, where the buyer has paid at least two years of installments, the buyer is entitled to the following rights in case he defaults in the payment of succeeding installments:

(a) To pay, without additional interest, the unpaid installments due within the total grace period earned by him which is hereby fixed at the rate of one month grace period for every one year of installment payments made: Provided, that this right shall be exercised by the buyer only once in every five years of the life of the contract and its extensions, if any.

(b) If the contract is canceled, the seller shall refund to the buyer the cash surrender value of the payments on the property equivalent to fifty per cent of the total payments made, and, after five years of installments, an additional five per cent every year but not to exceed ninety per cent of the total payments made: Provided, That the actual cancellation of the contract shall take place after thirty days from receipt by the buyer of the notice of cancellation or the demand for rescission of the contract by a notarial act and upon full payment of the cash surrender value to the buyer.

Down payments, deposits or options on the contract shall be included in the computation of the total number of installment payments made.

Section 4. In case where less than two years of installments were paid, the seller shall give the buyer a grace period of not less than sixty days from the date the installment became due.

If the buyer fails to pay the installments due at the expiration of the grace period, the seller may cancel the contract after thirty days from receipt by the buyer of the notice of cancellation or the demand for rescission of the contract by a notarial act.

9. **Lump Sum Purchase.** The BUYER understands and agrees that the Property reserved herein is being sold at the lump sum price stipulated herein, and any discrepancy in the area thereof shall not serve or operate to increase or decrease the lump sum Purchase Price herein stipulated.
10. **Refunds.** In case the buyer wishes, for whatever reason to request for a refund, they shall write a letter to the company clearly indicating the reason for the same. The buyer understands that because the reservation fee is nonrefundable, it shall be deducted



from the total refundable amount along with operating costs, opportunity losses, broker’s/salespersons commissions. Therefore, the refund for spot cash payments shall not exceed 50% of the total contract price.

11. **Official Receipt.** All official receipts are subject to twelve percent (12%) value added tax.
12. **Title.** After full payment and execution of the corresponding Deed of Absolute Sale, the buyer understands that processing of issuance of new Transfer Certificate of Title shall be undertaken by the Seller for a fee within a period of six (6) to twelve months.
13. **Confidentiality.** Both parties bind themselves to maintain utmost confidentiality of the covenants stated therein/ failure to comply with this term shall constitute a breach of contract where the aggrieved party is entitled to receive damages from the other. Furthermore, the Parties shall not divulge or communicate to any person or use or exploit for any purpose whatsoever any of the trade secrets or confidential knowledge or information or any financial or trading information relating to the other Parties and/or the Project which the relevant Party may receive or obtain as a result of entering into this Agreement. This restriction shall continue to apply after the expiration or sooner termination of this Agreement without limit in point of time but shall cease to apply to information or knowledge which may properly come into the public domain through no fault of the Party so restricted.

The foregoing resolution shall remain valid and subsisting unless otherwise revoked or amended in writing by the Company and by the BUYER.
14. **Turnover.** The BUYER understands that the subject property can only be utilized/possessed after the official turn-over in his/her favor by the SELLER.

By affixing my signature below, I hereby signify my conformity to the foregoing and certify that all information provided above is true and correct.

Signed in the presence of:

Name of Buyer	Name of BUYER	Signature of Salesperson/ Broker
Signature	Signature	APPROVED:
Date	Date	Director for Sales

SUBSCRIBED AND SWORN to before me this __ day of _____ 2023, in _____ the following person/s appeared before me:

Name	Passport/ License No./ UMID No.	Date/ Place Issued/ Expiry

who has satisfactorily proven to me his/her/their identity/s through the evidence/s of identity mentioned above, that he/she/they is/are the same person/s who personally signed before me the foregoing instrument and acknowledged that he/she/they executed the same freely and voluntarily.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 20_____.

NOTARY PUBLIC