

PHILDOMUS INC.

CONTRACT TO SELL

CONTRACT NO: **LOT NO:** **UNIT NO:** **BLOCK NO.:**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into this of at Makati City Philippines, by and between:

PHILDOMUS INC. a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at presented in this act by its President, , hereinafter referred to as "**SELLER**"

- and -

....., of legal age, citizen, with postal and present address at , hereinafter referred to as "**BUYER**"

WITNESSETH: that

WHEREAS, the **SELLER** is setting up a townhouse Subdivision hereinafter referred to as the "**PROJECT**"

WHEREAS, the **BUYER** has examined the plan and specifications of the project and is desirous of purchasing from the **SELLER** a townhouse unit hereinafter designated.

NOW, THEREFORE, in the consideration of the premises and the payment of the purchased price herein below specified, the **SELLER** hereby agrees to sell unto the **BUYER** and the **BUYER** hereby agrees to purchase from the **SELLER**, the townhouse unit herein below described under the terms and conditions hereinafter set forth, to wit:

1. The unit purchased:

(a). The unit subject of this **CONTRACT** is more particularly described as follows

UNIT NO.	:
LOT NO.	:
BLOCK NO.	:
LOT AREA	: (Sq. M.)
FLOOR AREA	: (Sq. M.)

(b). The unit sold herein is being sold at the lump sum price hereunder stipulated and any discrepancy within ten percent (10%) on the area on the CONTRACT or in the brochures and/or pricelist for the project as against the area of the unit when completed shall not serve to increase or decrease the lump sum price herein stipulated",

(c). The unit shall turned over finished but unfurnished. Any furniture, equipment or accessories appearing on the plans are for illustration porpuses only and are not included in the sale. In the event that the **BUYER** effects changes on the standards finishing of the said unit, a cash bond of will be required to ensure the strict compliance of the **BUYER/CONTRACTOR** with the **SELLER'S** Rules and Regulations. The said bond will be returned to the **BUYER** upon completion of finishing works minus any penalties or charges that may have accrued against the **BUYER**.

(d). The **BUYER** has examined the unit thereon including the plans and digest specifications for the townhouse project prepared by **PHILDOMUS** to their satisfaction, and that the complete plan which is available at the Municipal Engineers, and developers Offices and are made integral parts hereof. The **BUYER** his/her its heirs, successors and assigns hereby hold the **SELLER**, its successors and assigns free and harmless from any claim or action of the whatever nature and kind which may arise out of, may be due to, or may be caused by any construction deficiencies. **SELLER**, however shall give its full and complete assistance to the **BUYER** in case the latter shall proceed against the said engineers, architects, independent contractors, sub-contractors and designers for their defective workmanship and design, if any, within ten (10) days from turnover of said unit to the **BUYER** for proper remedy, repair or assistance otherwise, failure to do shall be deemed as unqualified and unconditional acceptance of the unit and shall constitute a bar for future complaint or action.

2. **PURCHASE PRICE AND TERMS OF PAYMENT** - (a) The lump sum purchase price of unit subject of the CONTRACT is..... pesos. (P.....).

Philippine Currency exclusive of interest, and shall be paid as follows:

2.1. FOR CASH BUYERS

The purchase price less the reservation deposit of Balance is payable within (.....) days of reservation, with the amount of (P) the due date thereof falling on the following date/s:

2.2. FOR DEFFERED CASH BUYERS

Thirty Five (35%) percent of the purchase price less the reservation deposit of the net amount being (P.....)is payable within days of reservation, the due date thereof falling on the following date (s):
.....
.....

Payment should be covered by a post-dated check, which shall be submitted by the **BUYER** to the **SELLER** upon signing of his contract.

The balance in the amount of (P) representing Sixty Five percent (65%) of the Purchase Price, is payable over _ equal monthly payments at% interest per annum. Payment should be covered by post-dated checks, which shall be submitted by the **BUYER** to the **SELLER** upon signing of this contract. The due of the amortization payments falling on the dates hereto:

DATE	BANK	CHECK NO.	AMOUNT
1.
2.
3.
4.
5.
6.

2.3 BANK FINANCING

..... percent (..... %) of the purchase price less the reservation deposit of P the net amount being(P) is payable within days of reservation, the due date thereof falling on the following date(s) The down payment is payable within days of the date of reservation. Payment shall be covered by a post-dated check, which shall be submitted by the **BUYER** to the **SELLER** upon signing of his contract.

- (a) The **BUYER** acknowledges that he / she it shall apply for a loan, in accordance with the Reservation Agreement, within thirty days (30) from the Reservation Agreement to cover the balance and to secure the approval thereof within one hundred twenty (120) days from the said execution of the Reservation Agreement.
- (b) In the event that the **BUYER** has paid the down payment within six (6) months or in one years time and while awaiting approval for Bank financing, the **BUYER** will be required by the **SELLER** to pay the monthly amortization after thirty (30) days upon completion of down payment. Once bank approval has been secured, the **SELLER** will issue a statement to the bank for the remaining principal due that should be taken out by the bank.

- 2.4 SELLER shall at its option, required during the life of this Contract, that the aforesaid obligation, or option thereof, be evidenced by post-dated checks to be issued by the BUYER to the SELLER.
- 2.5 All payment shall be made on or before their respective due dates without the necessity of any demand therefore, and failure to make any such payment on time shall entitle the SELLER to charge penalty and interest thereon at 4% per month without prejudice to other remedies available to SELLER.
- 2.6 Unless otherwise specified by SELLER in writing, all payments shall be made at its office at Phildomus Inc Makati City.

3. TITLE AND OWNERSHIP OF UNIT

- (a.) The SELLER shall execute a Deed of Absolute Sale conveying to the BUYER all its title rights and interest to the unit, after the following shall have been accomplished:
- (i) Payment of the balance of the purchase price and all interest of penalties which may have accrued thereto;
 - (ii) All other obligation such as three (3) months association dues, electric and water deposits, documentation fees etc. should be paid by the BUYER to the SELLER as miscellaneous expenses on the first year or prior to move-in whichever come first.
- (b.) The documentary stamps, registration fees, tax on real property transfers, and other necessary expenses connected with the execution and the registration of Deed of Absolute Sale as well as the transfer and issuance of the corresponding Transfer Certificate if Title (TCT) if any, shall be for the account of the BUYER. Capital Gains Tax will be born by the SELLER.

- 4. CONSTRUCTION SCHEDULE** – The units herein purchased shall be completed on or about Should the SELLER be delayed in the construction or completion of Unit(s) herein purchased, the SELLER shall be allowed additional time within which to finish the construction as required. In the event of delays due to fire, earthquakes, storms, floods and any other elements, acts of God, war civil disturbances, government insurrection, coup d'etat, riots strikes and economic controls, among others, making it impossible or difficult to obtain the necessary materials, and other cause and conditions beyond the control of the SELLER, which render the completion of the PROJECT within the stipulated period impossible, then the SELLER may consider itself relieved from any obligation out of the Contract; provided that should any such amount received by the SELLER have been released to it by the BUYER, lending bank of financial institution mentioned in paragraph 2.3 above, such corresponding amount shall be refunded by the SELLER to the BUYER, bank of financial institution concerned.

- 5. DELIVERY** – Upon completion of the Unit/s the SELLER shall so notify the BUYER in writing. Physical possession of the unit/s will only be delivered to the buyer when the unit/s Is /are complete and the BUYER has fully paid the down payment or upon take-out by the Bank for them sales or the purchased price for cash deferred cash sales otherwise, SELLER can refuse to give physical possession of the unit until the unit/s is/are paid in full.

6. ASSESSMENT AND EXPENSES

- (a) Real estate taxes for the year during which the unit is delivered to the **BUYER** shall be prorated between the **SELLER** and the **BUYER** such that the latter will be liable only for his pro-rata share of the taxes corresponding to the period from the date to delivery to the end of the year. Real estate tax and assessment not remitted or paid on due date shall bear a penalty of 4% per month or a fraction of a month.
- (b) Association dues which shall include expenses for maintenance electrical and water consumption, for common areas, administration, messenger and janitorial and collection/ legal/ accounting services, insurance, and the like, shall be due and payable every 5th day of the month without need of any notice of demand. Association dues not remitted or paid on dues dates shall bear a penalty of 4% per month or a fraction of a month. Association dues begin to be paid by the **BUYER** upon possession of the or upon turnover of the Unit to the **BUYER**. If the **BUYER** of his authorized representative unreasonable refuses to accept the turnover, then the association dues begin to accrue upon notice of the turn-over.

7. DEFAULT

- (a) All payment shall be made on or before their respective due dates without the necessary of any demand, therefore, and failure to make any such payments on time shall entitle the **SELLER** to charge penalty and interest of four (4 %) percent per month with a fraction of a month counted as one month, without prejudice to other remedies available to **SELLER**.
- (b) If the **BUYER** fails to pay the installments due, together with the penalty, interest and taxes and assessments, thereon, if any, as provided for in this Contract then without the need to resort to judicial action, this Contract shall be considered automatically rescinded thirty (30) days after service by the **SELLER** to the **BUYER** of a notarized :

NOTICE OF CANCELLATION OR RESCISSION, in which event, any and all of the sums of money paid under this Contract together with all the rights and interests to all the improvements made on the premises shall be considered as liquidated damages, and forfeited for the account of the **SELLER**. The **BUYER** may however, remove at his own expense all furniture and appliances placed or introduced by him (but not fixtures where removal will cause damage to the unit) in the unit purchased: otherwise the same shall form part of and be considered attached to the unit and shall become property of the **SELLER** without any obligation on the part of the latter to indemnify the **BUYER** for the cost or value thereof. The sending of such notarized **NOTICE OF CANCELLATION OR RESCISSION** by registered mail to the **BUYER**'s above address shall be deemed sufficient service thereof the purpose, irrespective of whether or not it was received by the **BUYER**.

- (c) In case of cancellation or rescission of this **CONTRACT** for non-payment in accordance with **Section 7(b)** hereof, the **SELLER** is entitled to take immediate possession of the unit together with the improvements thereon and should the **BUYER** be in possession thereof the **BUYER** shall become a mere intruder or unlawful detainer of the same, without any further right, title, interest or claims or any kind and character to said unit improvements thereon to any other person in the same manner as if this **CONTRACT** had never been executed or entered into.
- (d) Should the **BUYER** default in performance of any of the terms and conditions of this **CONTRACT**, the **SELLER** shall be entitled to any of the following alternatives: (1) consider this Contract rescinded by mere written notice and without necessity of judicial action; (2) enforce the Contract in full.
- (e) Should the **SELLER** be forced to resort to the courts to protect its rights and to seek redress for its grievances under this **CONTRACT** the **BUYER** shall pay the **SELLER** by way of attorney's fees a sum of equivalent to twenty five percent (25%) of the amount involved but in case less than **FIVE THOUSAND (P 5,000.00) PESOS** if with the **Municipal Metropolitan Trial Courts**, or **THIRTY THOUSAND (P 30,000.00)** if with either the **Court Appeals** or the Supreme Court, and in addition, the costs and expenses of litigation and the damages, actual or consequential to which the **SELLER** may be entitled by law. The attorney's fees herein provided shall be independent of the liquidated damages hereinabove provided in this **CONTRACT**. Furthermore, nothing in his paragraph shall be construed as in any way amending the automatic cancellation or rescission hereinabove provided.

8. ASSIGNMENT

- (a) By mere notice to the **BUYER** and without necessity of **BUYER**'s consent, the **SELLER** has the right to sell, assign, or transfer to one or more purchasers, assignees, or transferees, absolutely or conditionally, its rights and interest under the **CONTRACT**, the promissory notes to be issued pursuant hereto, and/or the unit provided, that such purchaser, assignee or transferee expressly binds himself to honor the terms and condition of this **CONTRACT** with respect to the rights of the **BUYER** herein.
- (b) The **BUYER** cannot sell cede encumber, transfer assign, or in any other manner dispose of his/ her/ its rights and obligations under this **CONTRACT** without the prior written consent of the **SELLER** or its assigns hereto, except:
 - i When the Contract price has been fully paid and provided that if there are taxes due as a result of the transfer such taxes shall be for the account of the **BUYER**; or
 - ii When during the grace period provided for in **Section 7** (a) the **BUYER** sells or assigns is to another person before actual cancellation of the **CONTRACT**.

9. OTHER PROVISIONS

- (a) In case of extraordinary inflation, depreciation, whether official or unofficial, or devaluation of any currency stipulated should supervene during the effectivity of this **CONTRACT**, the value of the currency at the time of the **RESERVATION** shall be the basis of the payments to be made under this **CONTRACT**, it is agreed that the terms “extraordinary inflation, depreciation or devaluation” shall mean the diminution to reflected in its **Central Bank of the Philippines Official** or when there is an official devaluation of its currency, to the same amounts.
- (b) This **CONTRACT** shall not be considered as changed, modified or altered by acts of tolerance on the part of the **SELLER** unless such changes, modifications or alterations are in writing and signed by both **PARTIES** to this **CONTRACT**.
- (c) This **CONTRACT** states the entire agreement between the **PARTIES** and the **SELLER** is not and shall not be bound by any stipulations, representations, agreements, or promises, oral or otherwise, not contained in his **CONTRACT** or incorporated herein reference.
- (d) The **SELLER** reserves the right, at any time before the construction is completed, to make any alterations, additions, or missions as it may deem necessary to and from the plans and specifications of the Master Deed, and the said alterations, additions or missions shall be in no way affect or make void this contract.
- (e) If there are two (2) or more buyers under this **CONTRACT**, the obligations mentioned here are deemed contracted by them in solidary manner.
- (f) The **SELLER** undertakes to register the Deed of Absolute Sale at **BUYER'S** expense pursuant to **Sections 17 of PD 957**.
- (g) Pursuant to **Section 35 of the Standards, Rules and Regulation** issued by the **National Housing Authority** implementing **PD 957**, the broker, salesmen who negotiated the sale hereof has signed as on of his witnesses of this **CONTRACT**.
- (h) A deposit equivalent to three (3) months of the budgeted monthly Association dues will be given by the **BUYER** to the **SELLER** before possession is turned over by the **SELLER** to the **BUYER**.
 - (i) This deposit may be utilized or availed of by the Association through the Administrator to answer for the expenses and working capital of the Association.
- The **SELLER** may contract an independent water concessionaire who will install the deep well and handle its repair and maintenance.
- (j) This **Contract-To-Sell** is valid only and binding if the down payment has been fully paid or if the checks covering the down payment will be cleared on due date.

IN WITNESS WHEREOF, the **PARTIES** hereto have hereunto signed this **Contract to Sell** on the date and at the place first above-written.

PHILDOMUS DEVELOPMENT INC.

(BUYER)

By:

.....
HUGO BUNZL
PRESIDENT

.....
(NAME OF BUYER)

SIGNED IN THE PRESENCE OF:

.....
(NAME OF WITNESS)

.....
(NAME OF WITNESS)