TERMS AND CONDITIONS

The undersigned Buyer has read, understood and freely agreed with the following terms and conditions of this Purchase Application:

- A. This Purchase Application shall continue to be valid only if I pay the first monthly amortization on the due date. If no such payment is made, this Application is deemed cancelled and withdrawn without the need of notice and the seller is free to sell the Property to any person.
- **B.** Prior to making this reservation, I inspected the Property, reviewed its plans and specifications and verified its physical condition and found the same acceptable.
- **C.** The reservation fee is not refundable. Reservation fee is 5 % of TCP and will be automatically deducted to the Total Contract Price should you decide to continue with the purchase.
- **D.** Without need of prior notice or demand on me, the Seller can cancel this Purchase Application and forfeit all my payments as liquidated damages if any of the following events happen:
 - a) I fail to pay the 1st monthly amortization which is scheduled a month after I paid for my reservation.
 - b) I fail to pay my monthly amortization for 6 consecutive months.
 - c) I withdraw or cancel this Application for any reason whatsoever.
 - d) I defaulted on any of my obligation or covenants under this Application.
 - e) This Application is transferrable only to the nearest kin and I shall not transfer or assign this reservation without the seller's written approval.
- **E.** At its sole discretion and without need of my consent, the seller may approve, reject or withdraw a previous approval and/or otherwise impose additional or different payment conditions for the approval of this application.
- F. If for any reason the Property subject of this Application is no longer available for sale to me, the Seller may at its option cancel this Application and refund to me all payments I have made net of all lawful deductions without any further liability, or to substitute the Property with another property of comparable area and price under such terms to be agreed upon between the Seller and myself.
- **G.** In making this Application, I have not relied on and will not bind the seller to any representation, promise or warranty by any person except those made to me in writing by the Seller's authorized representative or otherwise embodied in this Application.
- **H.** All payments under this Application will be paid on their due dates without need of notice or demand. Such payments cannot be suspended or stop due to a pending request with the Seller for extension or restructuring of payments for the property or other revision in the terms and condition of this Application.
- I. The Seller shall levy a late payment charge of 3% of the monthly amortization should I failed to pay my monthly amortization on my due date or after the 5 days grace period.
- J. I shall make all my payments only through the Cashier at the Seller's Head Office or through other payment arrangements approved by the seller.
- K. If for whatever reason I have not received a copy of the Contract to Sell, I agree to continue to be bound by the terms of this Application and I will continue to pay all due payments and/or amortization until they are paid in full.

- **M.** I agree to shoulder 2% of the Total Contract Price for the Transfer of Title for the Transfer Tax, Documentary Stamp Tax and Registration of the purchased lot for the purpose of issuance of Tax Declaration by the Municipality of Pililla, Rizal.
- N. The Property is deemed accepted by me 60 days from the issuance of Notice of Turnover, when I take physical and actual possession of the lot, when I introduce improvements, alterations or furnishing into the lot or when I perform any act of ownership or possession over the lot.
- **O.** I am fully aware that the property that I am going to be contracted with is at the Pre-Selling Stage.

COMPANY POLICY

The undersigned Buyer has read, understood and freely agreed with the following company policies of this Purchase Application:

- **A.** The company only recognize the original copy of Official Receipt in the turnover of the property and all pictures or scanned copy of Official Receipt won't be recognize as proof of payment. In accordance with this policy, the buyer should either personally or authorize a person to receive the original copies of his/her Official Receipt from the office so that he/she can ensure its safety.
- **B.** For online payments or over the counter bank transactions, each buyer will be given an assigned account number which they will use in paying their monthly amortizations:

Bank Details:

BDO Unibank Inc

Biller Name: Brilliant Five J Construction and Development Corp

Please send your proof of payment to your respective agent or to our email address for us to be able to update your account in our records. Please be noted that in your proof of payment, the Biller's Details, Date of Transaction, Buyer's name & account number and Payment Confirmation should be visible.

For online receipts, Instead of Official Receipt, Acknowledgement Receipt will be issued online as temporary receipt for your payments in which you can exchange to Official Receipts once you become available to go to the office.

- **C.** Should the buyer opt for a cancellation, change and or additional of name or change address other than indicated in the contract, the Seller would likely impose charges on documentation in the sum of Php4,000.00
- **D.** Only Buyers that have paid for at least 2 years are entitled to have a 50 % refund of total payment /amortization (less tax and commission) that he/she paid should he/she decide to withdraw from the contract. Buyers that won't reach 2 years of continuous payment will not receive any refund in case they want to cancel their contract.
- E. For Inquiries, request or other concern, you can contact us through our email <u>brilliantfivej@gmail.com</u> or you can call our contact numbers;

FB Page : www.facebook.com/b5jcdc

Globe: 09175021389 Smart: 09982101678 Landline: (02)76220141

CERTIFICATION

I, the undersigned Buyer, certify that I understand and agree to the terms and conditions governing this sale transaction. I further attest to the correctness of the personal information stated in this Application From.

Signature over Printed Name **BUYER**

Signature over Printed Name **SPOUSE**

Signature over Printed Name
CO-OWNER

Signature over Printed Name
SPOUSE