



SunkaiLand, Inc.
 Juan Luna Ave., North Reclamation Area, Cebu City
 (032) 236-6797
info@sunkailand.com
www.sunkailand.com

Experience the Good Life!

RESERVATION APPLICATION AGREEMENT

I, the undersigned, hereby manifest and submit my intention to reserve:

PROJECT NAME: _____

PRODUCT	<input type="checkbox"/> Condominium/Office	<input type="checkbox"/> Parking Slot	<input type="checkbox"/> House & Lot/Town House	<input type="checkbox"/> Commercial Lot/Lot Only
Floor No.				
Unit No.				
Floor Area				

for a purchase price of _____ PESOS (Php _____), Philippine Currency (the "**Purchase Price**"), exclusive of value-added tax and other charges, to be paid by me/us in the manner chosen by me/us as indicated in the attached Annex. I/We understand that the Purchase Price as aforesaid is valid only for the preferred payment scheme which I/we have selected herein and for the manner of payment stated in the Annex. Should I/we decide to change the manner of payment chosen by me/us, such change will be effective only upon the written approval of the Seller, and will also result in a change in the Purchase Price and an amendment of the attached Annex. I/We hereby request that the Property be reserved for me/us. I/We enclose herewith the amount of _____ PESOS (Php _____) as a reservation fee.

I fully understand that should I opt to purchase the aforesaid Condominium/Office Parking Unit House & Lot/TownHouse Lot Only/ Commercial lot Motorcycle Parking Unit Storage Units:

TERMS AND CONDITIONS:

1. My preferred scheme is _____ and is subject to the approval of **SUNKAILAND, INC.**
 If I opt to obtain outside financing for the entire balance of the purchase price or any part thereof, I shall comply with the procedure and requirements of SUNKAILAND, INC. on commercial financing.
2. The reservation fee of P_____ shall be credited to the contract price.
3. **RESERVATION PERIOD**
 - 3.01 My reservation for the subject unit is good for a period of THIRTY (30) days from approval of the reservation application. Should I fail to exercise my option to purchase the unit as provided in Section 4 hereunder within the reservation period, SUNKAILAND, INC. may sell the unit to another applicant/ buyer.
 - 3.02 **The reservation fee is non-refundable and non-transferable.**
4. **DOWNPAYMENT/ FIRST MONTHLY AMORTIZATION/ FULL PAYMENT**
 - 4.01 To effect my option to purchase the property, a downpayment or first monthly amortization, or full payment whichever is applicable based on the approved Investment Payment Schedule, shall be paid by the applicant within the THIRTY (30) day reservation period.
 - 4.02 In the event I/We shall fail to pay any of the amounts due under the applicable payment scheme, which I/We have chosen in relation to my/our purchase of the unit, or comply with the terms of the purchase, SunkaiLand, Inc may rescind the sale, in which case I/We have deemed to have waived, quitclaimed and renounced all my/our rights and interest over the unit. In such event, any and all sums of money paid together with all the rights and interest to all improvements made on the unit/property shall be considered liquidated damages and forfeited in favor of SunkaiLand, Inc. subject to the provisions of Republic Act 6552 (Realty Installment Buyer Protection Act) in relation to Presidential Decree 957 (Subdivision and Condominium Buyer's Protection Act).
5. **MY RESERVATION APPLICATION IS SUBJECT TO THE FOLLOWING TERMS:**
 - 5.01 This reservation is on a first-come-first-served basis and shall only take effect upon approval of SUNKAILAND, INC.
 - 5.02 This reservation is exclusive for the aforementioned Unit. Change of unit may be allowed by SUNKAILAND, INC. during the reservation period only once subject to company's policy on request for change of unit.
 - 5.03 I/We understand that in the event there will be any revision on the documents arising to the following changes: change of name, unit, payment scheme and due dates, SUNKAILAND, INC. reserves the right to collect administrative/processing fees due to revision.
 - 5.03 Any stipulation, representation or promise, oral or otherwise, not contained in this Reservation Terms and Conditions or incorporated herein shall not bind the parties except upon written agreement by the applicant and SUNKAILAND, INC.
 - 5.04 Any and all payments made to a party other than the authorized representative of SUNKAILAND, INC. to receive payments shall be at the applicant's sole and exclusive risk and responsibility, and shall not make the SUNKAILAND, INC. answerable or responsible in any way therefore.
 - 5.05 The applicant hereby acknowledges having read the pro-forma Contract to Sell and Deed of Absolute Sale and other pertinent sales document and agrees to the standard terms and conditions contained therein.
 - 5.06 In the event that my application is approved by SunkaiLand, Inc., I hereby agree to comply with all the conditions for the purchase which maybe prescribed by SunkaiLand, Inc., for the purchase of the unit(s) under chosen payment schemes, which includes the submission of **complete** postdated checks covering the payments reflected in the signed Investment Payment Schedule.
 - 5.08 In case one or more of the provisions contained in this Reservation Terms and Conditions shall be declared invalid, illegal or unenforceable in any respect by any competent governmental authority, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
 - 5.09 This Reservation Terms and Conditions, the Contract to Sell, and the Deed of Absolute Sale to be executed pursuant hereto constitute the entire agreement of the parties concerning the sale, transfer and conveyance of the unit reserved.
 - 5.10 My failure and/or refusal to submit necessary documents required by SUNKAILAND, INC. within the reservation period may be a ground for forfeiture of this reservation.

