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For Kai Garden Residences Unit Only

Not valid w/out authorized signatories.

CONTRACT TO SELL – BANK FINANCING

KNOW ALL MEN BY THESE PRESENTS:

This Contract To Sell (hereinafter the "Contract", for brevity), made and entered into this day of _____ in Makati City, Philippines, by and between:

DMCI Project Developers, Inc., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office and place of business at DMCI Homes Corporate Center, 1321 Apolinario Street, Barangay Bangkal, Makati City, represented herein by _____, and hereinafter referred to as the "DEVELOPER/SELLER";

-and-

TSUBASA SHIINA, Japanese Citizen, Single, of legal age/s, with residence address at 602 KW Residence 2-3-14 Shiba Minato-ku Tokyo 105-0014 Japan, hereinafter referred to as the "PURCHASER".

SETS FORTH THAT:

WHEREAS, the **DEVELOPER/SELLER** is the developer of "**KAI GARDEN RESIDENCES**" ("Project", for brevity), a condominium project being undertaken in accordance with Republic Act No.4726, as amended, otherwise known as the "Condominium Act" and Presidential Decree No. 957, as amended, which Project is located at Dansalan Street, Barangay Malamig, Mandaluyong City. The improvements constructed thereon will be subjected to a condominium form of ownership and use in accordance with Republic Act No. 4726;

WHEREAS, the Master Deed with Declaration of Restrictions (referred to as the "Master Deed") of the Project has been executed by the **DEVELOPER/SELLER** for the purpose of constituting the Project as a condominium project and has been registered with the proper Registry of Deeds;

WHEREAS, the **PURCHASER** has offered to purchase from the **DEVELOPER/SELLER**, and the **DEVELOPER/SELLER** has agreed to sell to the **PURCHASER**, a condominium unit (with or without a drying area) in the Project;

NOW, THEREFORE, for and in consideration of the foregoing premises, the prompt and full payment of the purchase price herein below specified and the **PURCHASER's** faithful compliance with the provisions in this Contract, the Supplement and the Master Deed, (or any amendments thereto) the **DEVELOPER/SELLER** has agreed to sell, transfer and convey to the **PURCHASER** the condominium unit (the "Unit") herein below specified.

1. STIPULATIONS CONTROLLING THE SALE OF THE UNIT.

1.1. The stipulations, terms and conditions in this Contract, in the attached Supplement and the annexes thereto shall be valid and binding, and shall be a part of the agreement of the parties. In case of conflict between this Contract and the Supplement (and its attachments), this Contract shall prevail.

2. UNIT PURCHASED.

2.1. Condominium Unit

2.1.1. Unit No. : [REDACTED]
2.1.2. Area : 28.00 sq. meters, more or less
2.1.3. CCT No. :

2.2. Drying Area (if titled separately from the condominium unit)

2.2.1. Drying Area No. : , Bldg.
2.2.2. Area : sq. meters, more or less
2.2.3. CCT No. :

2.3. Summary specifications of the Unit are indicated in Annex B of the Supplement.

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2.4. The Drying Area sold by the **DEVELOPER/SELLER** to the **PURCHASER** is solely intended for the enjoyment of the **PURCHASER** as a condominium unit owner. For this purpose, the **PURCHASER** shall not sell or assign his rights on the Drying Area independently of the Unit to which it is assigned. Furthermore, when the **PURCHASER** ceases to be a unit owner or legitimate tenant in the Project, **PURCHASER** shall not be allowed to use the Drying Area.

2.5. The Unit purchased shall be used exclusively and perpetually for residential purpose and cannot be converted or used for any other purpose.

3. **PURCHASE PRICE AND PAYMENT TERMS.**

3.1. The Purchase Price is **Pesos: THREE MILLION TWO HUNDRED SEVENTEEN THOUSAND SIX HUNDRED TWENTY PESOS Only (Php3,217,620.00)**, VAT inclusive, if applicable, payable in the following manner:

3.1.1. A deposit, as reservation fee, in the amount of **Pesos: TWENTY THOUSAND PESOS Only (Php20,000.00)** which the **DEVELOPER/SELLER** has received on **January 31, 2018**.

3.1.2. The balance shall be payable in accordance with Annex A of the Supplement. The **PURCHASER** shall deliver all postdated checks to the **DEVELOPER/SELLER** upon the signing of this agreement.

3.1.3. All monthly amortizations shall cover the payments for the principal and interest.

3.1.4. Non-payment of any installment/s as it/they fall/s due shall be subject to the penalties indicated in Section 5.5 herein.

3.1.5. The Unit is purchased at lump sum. Any discrepancy in the area indicated in this Contract vis-a-vis the brochure and/or in the certificate of title shall not serve to increase or decrease the purchase price.

4. **CONSTRUCTION SCHEDULE.**

4.1. Subject to Section 5 of the Supplement, the **DEVELOPER/SELLER** shall endeavor to deliver to the **PURCHASER** the Unit/s not later than **1ST QUARTER OF 2024**.

5. **SPECIAL PROVISIONS.**

5.1. The **DEVELOPER/SELLER** may turn-over or allow the **PURCHASER** to occupy the Unit and/or Drying Area if the **PURCHASER** has paid a Required Minimum Percentage Payment of the Purchase Price, which the **DEVELOPER/SELLER** shall advise to the **PURCHASER**. Notwithstanding this, the obligations of the **PURCHASER** under Section 8.3 (i) and (ii) of the Supplement shall continue to subsist.

5.2. In the event that the **PURCHASER** shall avail of any loan or financing from a bank or any financial institutions, the **PURCHASER** shall continue paying the monthly amortizations as stated in the attached Annex A, until such time that **DEVELOPER/SELLER** shall have received, to its satisfaction, from the bank or financial institution the payments due from the **PURCHASER**.

Sections 3.1.2.1, 3.1.2.2, 3.1.2.3, 3.1.2.4 of the Supplement are deemed repealed.

5.3. The **PURCHASER** is aware that basic utility facilities, at the time of the delivery and acceptance and a few months thereafter, may still be on a temporary basis. The **PURCHASER** is responsible to cause these facilities to be permanent. The **DEVELOPER/SELLER** through the condominium corporation may assist, on a best effort basis, to cause the permanency of the utility facilities.

5.4. All deposits advanced by the **DEVELOPER/SELLER** for the connection of the utility services shall be paid by the **PURCHASER** to the **DEVELOPER/SELLER** prior to acceptance of the Unit and/or Drying Area.

5.5. Pursuant to Section 3.2 of the Supplement and Section 3.1.4 of this Contract, the following are the penalties for the failure of the **PURCHASER** to pay all amounts due on or before the date scheduled, to wit:

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| No. of Days Delayed in Payment | Penalty (based on total amortization due) Per month |
|--------------------------------|---|
| 1-30 | 3% |
| 31-60 | 6% |
| 61-90 | 9% |
| 91-120 | 12% |
| 121-150 | 15% |
| 151-180 | 18% |
| 181-210 | 21% |
| 211-240 | 24% |
| 241-270 | 27% |
| 271-300 | 30% |
| 301-330 | 33% |
| 331-365 | 36% |
| Over 365 | 36% plus penalty rate of the number of days in excess of 365 (based on the above table) |

6. After the **PURCHASER** has fully paid the purchase price and other monetary obligations stated in this Contract and the Supplement and provided that the **PURCHASER** has performed the obligations stated in the said documents, the **DEVELOPER/SELLER** shall execute a unilateral deed of absolute sale transferring the title from the **DEVELOPER/SELLER** to the **PURCHASER**.

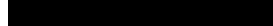
Despite the execution of a unilateral deed of absolute sale and except with respect to the payment of the purchase price (which is already fully paid), the **PURCHASER** shall continue to be bound by the provisions of this Contract and the Supplement, which provisions are deemed carried over to the unilateral deed of sale.

IN WITNESS WHEREOF, the parties have hereunto signed these presents at the place and on the date first above written.

DMCI Project Developers, Inc.
Developer/Seller



TSUBASA SHIINA
Purchaser

TIN: 

TIN:

By:

TIN:



AMY CYNTHIA RAVARRA ESGUERRA
Project Sales Manager

SIGNED IN THE PRESENCE OF:



TAKASHI - KIRIHARA
Witness

ACKNOWLEDGMENT

Republic of the Philippines)

(City) S.S.

I certify that on this date, before me, a notary public duly authorized in the city named above to take acknowledgements, personally appeared:

| | Name | Competent Evidence of Identity | Date/Place Issued |
|----|----------------|---------------------------------------|--------------------------|
| 1. | | | |
| 2. | TSUBASA SHIINA | PASSPORT No. [REDACTED] | |

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed and that they have the authority to sign on behalf of their respective principals..

IN WITNESS WHEREOF, I hereunto set my hand and affix my notarial seal on the date and at the place above written.

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 200__

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DMCI Project Developers, Inc.

Billing schedule annex "A"

Contract number: [REDACTED]
Customer account: [REDACTED]
Customer name: TSUBASA SHIINA

Reserved date: 1/31/2018
Project: [REDACTED]
Unit/Lot no.: [REDACTED]
Sponsor account: PDI
Property type: CondoUnit
Billing schedule type: TCP
Payment plan: 30%DP1-70% BF10

| Description | Amount |
|-------------|--------------|
| RF | 20,000.00 |
| DP1 | 945,286.00 |
| BF | 2,252,334.00 |

| Date | Particulars | Amount |
|------------|-------------------------|-----------|
| 1/31/2018 | Reservation Fee 1 of 1 | 20,000.00 |
| 2/28/2018 | Down Payment 1 1 of 72 | 13,128.97 |
| 3/30/2018 | Down Payment 1 2 of 72 | 13,128.97 |
| 4/30/2018 | Down Payment 1 3 of 72 | 13,128.97 |
| 5/30/2018 | Down Payment 1 4 of 72 | 13,128.97 |
| 6/30/2018 | Down Payment 1 5 of 72 | 13,128.97 |
| 7/30/2018 | Down Payment 1 6 of 72 | 13,128.97 |
| 8/30/2018 | Down Payment 1 7 of 72 | 13,128.97 |
| 9/30/2018 | Down Payment 1 8 of 72 | 13,128.97 |
| 10/30/2018 | Down Payment 1 9 of 72 | 13,128.97 |
| 11/30/2018 | Down Payment 1 10 of 72 | 13,128.97 |
| 12/30/2018 | Down Payment 1 11 of 72 | 13,128.97 |
| 1/30/2019 | Down Payment 1 12 of 72 | 13,128.97 |
| 2/28/2019 | Down Payment 1 13 of 72 | 13,128.97 |
| 3/30/2019 | Down Payment 1 14 of 72 | 13,128.97 |
| 4/30/2019 | Down Payment 1 15 of 72 | 13,128.97 |
| 5/30/2019 | Down Payment 1 16 of 72 | 13,128.97 |
| 6/30/2019 | Down Payment 1 17 of 72 | 13,128.97 |
| 7/30/2019 | Down Payment 1 18 of 72 | 13,128.97 |
| 8/30/2019 | Down Payment 1 19 of 72 | 13,128.97 |
| 9/30/2019 | Down Payment 1 20 of 72 | 13,128.97 |
| 10/30/2019 | Down Payment 1 21 of 72 | 13,128.97 |
| 11/30/2019 | Down Payment 1 22 of 72 | 13,128.97 |
| 12/30/2019 | Down Payment 1 23 of 72 | 13,128.97 |
| 1/30/2020 | Down Payment 1 24 of 72 | 13,128.97 |
| 2/29/2020 | Down Payment 1 25 of 72 | 13,128.97 |
| 3/30/2020 | Down Payment 1 26 of 72 | 13,128.97 |
| 4/30/2020 | Down Payment 1 27 of 72 | 13,128.97 |
| 5/30/2020 | Down Payment 1 28 of 72 | 13,128.97 |
| 6/30/2020 | Down Payment 1 29 of 72 | 13,128.97 |

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DMCI Project Developers, Inc.

Billing schedule annex "A"

| | | |
|------------|--------------------------------|--------------|
| 7/30/2020 | Down Payment 1 30 of 72 | 13,128.97 |
| 8/30/2020 | Down Payment 1 31 of 72 | 13,128.97 |
| 9/30/2020 | Down Payment 1 32 of 72 | 13,128.97 |
| 10/30/2020 | Down Payment 1 33 of 72 | 13,128.97 |
| 11/30/2020 | Down Payment 1 34 of 72 | 13,128.97 |
| 12/30/2020 | Down Payment 1 35 of 72 | 13,128.97 |
| 1/30/2021 | Down Payment 1 36 of 72 | 13,128.97 |
| 2/28/2021 | Down Payment 1 37 of 72 | 13,128.97 |
| 3/30/2021 | Down Payment 1 38 of 72 | 13,128.97 |
| 4/30/2021 | Down Payment 1 39 of 72 | 13,128.97 |
| 5/30/2021 | Down Payment 1 40 of 72 | 13,128.97 |
| 6/30/2021 | Down Payment 1 41 of 72 | 13,128.97 |
| 7/30/2021 | Down Payment 1 42 of 72 | 13,128.97 |
| 8/30/2021 | Down Payment 1 43 of 72 | 13,128.97 |
| 9/30/2021 | Down Payment 1 44 of 72 | 13,128.97 |
| 10/30/2021 | Down Payment 1 45 of 72 | 13,128.97 |
| 11/30/2021 | Down Payment 1 46 of 72 | 13,128.97 |
| 12/30/2021 | Down Payment 1 47 of 72 | 13,128.97 |
| 1/30/2022 | Down Payment 1 48 of 72 | 13,128.97 |
| 2/28/2022 | Down Payment 1 49 of 72 | 13,128.97 |
| 3/30/2022 | Down Payment 1 50 of 72 | 13,128.97 |
| 4/30/2022 | Down Payment 1 51 of 72 | 13,128.97 |
| 5/30/2022 | Down Payment 1 52 of 72 | 13,128.97 |
| 6/30/2022 | Down Payment 1 53 of 72 | 13,128.97 |
| 7/30/2022 | Down Payment 1 54 of 72 | 13,128.97 |
| 8/30/2022 | Down Payment 1 55 of 72 | 13,128.97 |
| 9/30/2022 | Down Payment 1 56 of 72 | 13,128.97 |
| 10/30/2022 | Down Payment 1 57 of 72 | 13,128.97 |
| 11/30/2022 | Down Payment 1 58 of 72 | 13,128.97 |
| 12/30/2022 | Down Payment 1 59 of 72 | 13,128.97 |
| 1/30/2023 | Down Payment 1 60 of 72 | 13,128.97 |
| 2/28/2023 | Down Payment 1 61 of 72 | 13,128.97 |
| 3/30/2023 | Down Payment 1 62 of 72 | 13,128.97 |
| 4/30/2023 | Down Payment 1 63 of 72 | 13,128.97 |
| 5/30/2023 | Down Payment 1 64 of 72 | 13,128.97 |
| 6/30/2023 | Down Payment 1 65 of 72 | 13,128.97 |
| 7/30/2023 | Down Payment 1 66 of 72 | 13,128.97 |
| 8/30/2023 | Down Payment 1 67 of 72 | 13,128.97 |
| 9/30/2023 | Down Payment 1 68 of 72 | 13,128.97 |
| 10/30/2023 | Down Payment 1 69 of 72 | 13,128.97 |
| 11/30/2023 | Down Payment 1 70 of 72 | 13,128.97 |
| 12/30/2023 | Down Payment 1 71 of 72 | 13,128.97 |
| 1/30/2024 | Down Payment 1 72 of 72 | 13,128.97 |
| 2/29/2024 | Drawdown Bank Financing 1 of 1 | 2,252,334.00 |

**When applicable, Amortization subject to repricing at the end of the fifth year.

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Jayson E. Alperes



DMCI Project Developers, Inc.

Billing schedule annex "A"

Contract number: [REDACTED]
Customer account: [REDACTED]
Customer name: TSUBASA SHIINA

Reserved date: 1/31/2018
Project: [REDACTED]
Unit/Lot no.: [REDACTED]
Sponsor account: PDI
Property type: CondoUnit
Billing schedule type: ClosingFee
Payment plan:

| Description | Amount |
|-------------|------------|
| CFP | 337,850.10 |

| Date | Particulars | Amount |
|-----------|------------------------------|------------|
| 1/30/2024 | Closing Fee Principal 1 of 1 | 337,850.10 |

**When applicable, Amortization subject to repricing at the end of the fifth year.

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Jayson E. Alperes

"ANNEX B"

KAI GARDEN RESIDENCES
TURNOVER FINISHES & FIXTURES

For Sales and Marketing Reference: As of 08 May 2017

| RESIDENTIAL AREA | 1-BEDROOM UNIT | | | | | 2-BEDROOM UNIT | | | | | 3-BEDROOM | |
|--|--|--|----------------|----------------|--|---|----------------|----------------|----------------|------------------------------------|----------------|----------------|
| | 24.00 sq.m. | 31.50 sq.m. | 32.50 sq.m. | 33.50 sq.m. | 44.00 sq.m. | 45.50 sq.m. | 47.00 sq.m. | 48.00 sq.m. | 50.50 sq.m. | 53.00 sq.m. | 55.50 sq.m. | 70.00 sq.m. |
| FLOOR FINISHES | | | | | | | | | | | | |
| Living, Dining and Kitchen | Vinyl planks with baseboard | | | | | Ceramic Tiles with baseboard | | | | | | |
| Bedrooms | Vinyl planks with baseboard | | | | | | | | | | | |
| Balcony | Ceramic tiles with pebble washout (except for units at ground floor) | | | | | | | | | | | |
| Toilet & Bath | Unglazed ceramic tiles | | | | | | | | | | | |
| WALL FINISHES | | | | | | | | | | | | |
| Interior Walls | Painted finish | | | | | | | | | | | |
| Toilet | Ceramic tiles; Painted plain cement finish above wall tiles | | | | | | | | | | | |
| CEILING FINISHES | | | | | | | | | | | | |
| Living, Dining and Kitchen | Painted plain cement finish | | | | | | | | | | | |
| Bedrooms | Painted plain cement finish | | | | | | | | | | | |
| Toilet & Bath | Painted fibreboard ceiling | | | | | | | | | | | |
| SPECIALTIES | | | | | | | | | | | | |
| Kitchen Area | Granite finish kitchen countertop with cabinet system | | | | | | | | | | | |
| Toilet and Bath | Mirror Cabinet | Granite finish lavatory countertop for T&B 1 | | | | | | | | | | |
| DOORS | | | | | | | | | | | | |
| Entrance Door | Wooden door on metal jamb | | | | | | | | | | | |
| Bedroom Door | Aluminum sliding framed glass panel | Wooden door on metal jamb | | | | | | | | | | |
| Toilet Door | Wooden door with half louver on metal jamb | | | | | | | | | | | |
| Balcony Door | Aluminum sliding framed glass panel with insect screen | | | | | | | | | | | |
| WINDOWS | | | | | | | | | | | | |
| Aluminum framed glass panel with insect screen (except awning windows) | | | | | | | | | | | | |
| FINISHING HARDWARE | | | | | | | | | | | | |
| Main Door Lockset | Mortise type keyed lockset | | | | | | | | | | | |
| Bedroom Lockset | Flush type keyed lockset | Lever type keyed lockset | | | | | | | | | | |
| Toilet Lockset | Lever type privacy lockset | | | | | | | | | | | |
| TOILET AND KITCHEN FIXTURES | | | | | | | | | | | | |
| Water Closet | Top flush, one-piece type | | | | | | | | | | | |
| Lavatory | Wall-hung with semi-pedestal type | Semi-counter top basin | | | | | | | | Under counter wall-hung w pedestal | | |
| Kitchen Sink | Stainless steel, single bowl | | | | | Stainless steel, single bowl with one-side drainboard | | | | | | |
| Kitchen Faucet | Gooseneck type | | | | | Rotary lever type | | | | | | |
| Shower Head and Fittings | Exposed shower and mixer type | | | | | | | | | | | |
| Toilet Paper Holder | Recessed type | | | | | | | | | | | |
| Soap Holder | Niche at wall | | | | | | | | | | | |
| Toilet Exhaust | Ceiling-mounted exhaust fan | | | | | | | | | | | |
| Kitchen exhaust | Rangehood Provision | | | | | | | | | | | |
| AIR CONDITION | | | | | | | | | | | | |
| Provision for Window-type Air Conditioning Unit | | | | | Provision for Window-type and Split-type Air Conditioning Unit | | | | | | | |
| COMMON AREA | | | | | | | | | | | | |
| FLOOR FINISH | | | | | | | | | | | | |
| Stairs | Straight to finish concrete with steel angle nosing guard | | | | | | | | | | | |
| Hallway/ Corridor | Ceramic tiles with pebble washout | | | | | | | | | | | |
| Roof Deck | Natural stone / homogeneous tile with pebble washout | | | | | | | | | | | |
| Driveway/ Parking | Straight to finish concrete | | | | | | | | | | | |
| WALL FINISH | | | | | | | | | | | | |
| Exterior Wall Finish | Combination of plain and textured paint on cement finish | | | | | | | | | | | |
| Hallway | Painted plain cement finish | | | | | | | | | | | |
| Stairwell | Painted plain cement finish | | | | | | | | | | | |
| CEILING FINISH | | | | | | | | | | | | |
| Hallway | Painted plain cement finish with flocem / gypsum board cladding | | | | | | | | | | | |
| Stairwell | Painted plain cement finish | | | | | | | | | | | |
| Driveway/ Parking | Straight to finish concrete | | | | | | | | | | | |

| | | |
|-------------------------|--|---|
| ISSUED FOR REFERENCE ON | | |
| FEM | | 5 |
| RMS | | 3 |
| AMC | | 5 |

--- Nothing follows ---

*Units at Ground Floor only
Specifications are subject to change without prior notice.

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For condominium unit and parking use only.
(Supplement To Contract To Sell)

SUPPLEMENT

KNOW ALL MEN BY THESE PRESENTS:

The provisions in this Supplement shall be deemed incorporated as annex to the Contract To Sell executed by the parties.

TO WIT:

1. **THE PROJECT.**

1.1. The Project is a condominium complex with amenities. Relevant government authorities have duly approved the Project.

2. **UNIT PURCHASED.**

2.1. The **PURCHASER** agrees to buy the Unit. A summary specification of the Unit is outlined in Annex B hereof.

2.2. When the Condominium Certificate of Title is registered to **PURCHASER**, the sale of the Unit to the **PURCHASER** shall include an interest in the common areas of the Project and automatic membership in the Condominium Corporation that will be or is already established pursuant to Section 10 hereof.

3. **PURCHASE PRICE AND MANNER OF PAYMENT.**

3.1. The purchase price of the Unit is as stated in the Contract To Sell. The purchase price is payable at the principal office of the **DEVELOPER/SELLER** in the following manner:

3.1.1. A deposit, as reservation fee, which the **DEVELOPER/SELLER** has already received from the **PURCHASER** as indicated in the Contract To Sell. This deposit is non-interest bearing and will be applied as part of the down payment specified in Section 3.1.2 if the **PURCHASER** decides to proceed with the purchase of the Unit. If the **PURCHASER** withdraws the reservation, the deposit shall be totally forfeited in favor of the **DEVELOPER/SELLER**.

3.1.2. The balance of the purchase price shall be paid in accordance with the schedule on Annex A, all of which (except the bank or other financial institution's financing proceeds, if any) the **PURCHASER** agrees to cover with post-dated checks, which the **PURCHASER** shall deliver to the **DEVELOPER/SELLER** in payments thereof. The **PURCHASER** shall deliver all postdated checks to the **DEVELOPER/SELLER** upon the signing of this agreement.

It is understood that the **PURCHASER** shall pay all amounts due to the **DEVELOPER/SELLER** without need of a previous notice or demand.

Furthermore, the **PURCHASER** shall be responsible in paying all the necessary expenses stated in Sections 3.4 and 9.5.

If the construction of the Unit is not completed on the date specified in the Contract To Sell despite the exercise by the **DEVELOPER/SELLER** of best efforts to do so, the **DEVELOPER/SELLER** may opt to receive the final installment on the purchase price on a later date as may be fixed by the **DEVELOPER/SELLER** and notified to the **PURCHASER** in writing at least thirty (30) calendar days prior to the new payment date.

3.1.2.1. If the **PURCHASER** will pay the remaining balance of or any part of the purchase price through a loan or financing from a bank or financial institution, such bank or financial institution must be acceptable to the **DEVELOPER/SELLER**. The **PURCHASER** shall comply with all the requirements of the bank or any other financial institution for the processing of the loan application strictly within fifteen (15) calendar days from the date of the payment of the deposit.

3.1.2.2. The **PURCHASER** hereby authorizes the lending bank/financial institution to release directly to the **DEVELOPER/SELLER** the amount approved or made

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available by the bank or financial institution to serve as payment/s for the entire remaining balance or of the installments as they become due. The **PURCHASER** shall comply with all the requirements of the lending bank/financial institution and expedite the release of the loan before the due dates of the any installments.

3.1.2.3. If the **PURCHASER** fails to submit the requirements for the loan application to the bank or financial institution within the 15-day period as stated in Section 3.1.2.1 or the non-release by the bank or financial institution of the loan/financing proceeds to the **DEVELOPER/SELLER** due to the fault, negligence or delay on the part of the **PURCHASER**, the **DEVELOPER/SELLER** shall have the option to exercise the rights specified in Sections 3.2 and 4.1. In the event that the **DEVELOPER/SELLER** does not exercise the option to cancel the Contract To Sell (with this Supplement and accompanying annexes) under Section 4.1, without prejudice, however, to the exercise of such right at any time, the Contract To Sell (with this Supplement and accompanying annexes) shall continue to be in effect subject to the condition that the **PURCHASER** shall pay a penalty of three percent (3%) per month on the unpaid amount from the date of default. It is hereby understood that the aforesaid penalty shall not apply if attributable to the delay, fault, negligence or willful failure of the bank to remit the required payment, there being no fault or contributory negligence on the part of the **PURCHASER**.

3.1.2.4. Should the bank or financial institution disapprove the **PURCHASER'S** loan application without any fault, negligence or delay on the part of the **PURCHASER**, the **PURCHASER** may pay the **DEVELOPER/SELLER** the balance of the purchase price within thirty (30) calendar days from the **PURCHASER'S** receipt of the bank's or financial institution's formal notice of disapproval, or under such payment schedule and terms as may be required by the **DEVELOPER/SELLER**.

3.2. In addition to and without prejudice to the remedies provided for in the Contract To Sell, this Supplement and by the law, in the event that the **PURCHASER** fails to pay any of the amounts required under Section 3 or its related subsections on due dates, all payments made shall be totally forfeited in favor of the **DEVELOPER/SELLER**. Additionally, the **DEVELOPER/SELLER** shall have the right to collect a penalty as indicated in the Contract To Sell.

3.3. In case the **PURCHASER** obtains financing from a bank or any financial institution acceptable to the **DEVELOPER/SELLER** and the approved loan amount is lower than the applied loan, the **PURCHASER** shall pay or make arrangements with the **DEVELOPER/SELLER** for the payment of the difference before the occupancy of Unit.

3.4. The **PURCHASER** shall pay the **DEVELOPER/SELLER** the amount of **Pesos: THREE HUNDRED THIRTY SEVEN THOUSAND EIGHT HUNDRED FIFTY PESOS & 10/100 Only (Php337,850.10)**, for the following taxes and fees payable (i) in accordance with Annex A (ii) full payment of the downpayment in case of bank or other financial institution's financing, to wit:

- 3.4.1. Documentary Stamp Tax
- 3.4.2. Transfer Tax
- 3.4.3. Registration Fees
- 3.4.4. Notarial & Documentation Fees
- 3.4.5. Administrative & Handling Fees

4. **DEFAULT.**

4.1. In the event that (i) the **PURCHASER** fails to pay any amount on the due date hereof or within the period herein agreed upon, or (ii) to comply with any of the terms, restrictions or obligations stated in the Contract To Sell, this Supplement (with annexes) or the Master Deed (or any amendments thereto), the **DEVELOPER/SELLER** may, at its sole option and discretion, unilaterally cancel/rescind the Contract To Sell without need of court declaration and consent of the **PURCHASER**. The **DEVELOPER/SELLER** shall give the **PURCHASER** a written notice of the cancellation/rescission.

In the event that the **PURCHASER** obtains a loan from a bank or financial institution to finance the purchase price of the Unit, then upon cancellation/rescission of the Contract To Sell, the **DEVELOPER/SELLER** is hereby authorized to refund to the lending bank or financial institution any payment heretofore received from or for the account of the **PURCHASER** under the relevant loan document executed between the **PURCHASER** and such bank or financial institution.

In case of rescission or cancellation of the Contract To Sell, all payments made by the **PURCHASER** shall be forfeited, with penalties as stated in the Contract To Sell. When any refund is to be made to lending bank or financial institution pursuant to the second paragraph of this Section 4.1, such refund shall be less of the amounts stated in the next paragraph hereof.

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Refunds, if any, to be made to the **PURCHASER** in case of rescission or cancellation of the Contract To Sell pursuant hereto shall be less of: a.) penalties accrued as of the date of notice of cancellation, b) an amount equivalent to 15% of the total amount paid as liquidated damages, c) the real estate broker's commission, if any and, d) any unpaid charges of whatever nature, condominium or association dues, service utility expenses or rent on the Unit.

Any amount to be refunded to the **PURCHASER** shall be collected by the **PURCHASER** at the office of the **DEVELOPER/SELLER**. Furthermore, immediately after the cancellation of the Contract To Sell, the **DEVELOPER/SELLER** shall be free to dispose of the Unit as though the Contract To Sell and this Supplement had not been executed.

4.2. In addition to the rights granted to the **DEVELOPER/SELLER** in case the Contract To Sell is rescinded or canceled or the failure of the **PURCHASER** to perform his obligations in the Contract To Sell or this Supplement or fails to pay any of the installments due, the **DEVELOPER/SELLER** has the following recourse, in cumulative, to wit:

4.2.1. The **PURCHASER** hereby further gives authority to the **DEVELOPER/SELLER** itself or the Condominium Corporation upon the direction of the **DEVELOPER/SELLER** the right to cut-off or deny any basic services or amenities until such time that the **PURCHASER** shall have vacated and turned over the Unit to **DEVELOPER/SELLER**. **DEVELOPER/SELLER** may also exercise rights as provided for in Section 7.

4.2.2. The **DEVELOPER/SELLER** shall clear the Unit of any furniture, fixtures and equipment of the **PURCHASER** or any occupants found therein and cause such furniture, fixtures and equipment to be stored in a warehouse or storage area of the **DEVELOPER/SELLER's** choice, the expenses for which shall be charged to the **PURCHASER**. The **PURCHASER** shall have thirty (30) calendar days from receipt of the notice sent in the manner in Section 14.6 to claim and take possession of these furniture, fixtures and equipment, subject to prior settlement of all his liabilities with the **DEVELOPER/SELLER**.

If **PURCHASER** fails to make a claim or to take possession of the furniture, fixtures and equipment within the period allowed, the **DEVELOPER/SELLER** is hereby constituted, named and appointed as its attorney in fact to dispose of or sell these furniture, fixtures, and equipment by public or private auction and to sign the necessary documents relative thereto, the costs of which auction and documents shall be charged to the **PURCHASER**, and to apply the proceeds thereof to the settlement of the **PURCHASER's** liabilities without prejudice to the right of the **DEVELOPER/SELLER** to collect from the **PURCHASER** the balance thereof. The exercise by the **DEVELOPER/SELLER** of its rights herein shall not constitute the **DEVELOPER/SELLER** a depository of the properties of the **PURCHASER**.

4.3. The rights granted in this Section 4 shall subsist despite the rescission or cancellation of the Contract To Sell.

4.4. The **PURCHASER** expressly waives all rights to file criminal and/or civil actions against the **DEVELOPER/SELLER** for its exercise of its rights granted in this Section 4.

5. **THE CONSTRUCTION SCHEDULE.**

5.1. The **DEVELOPER/SELLER** shall endeavor to deliver the Unit on or before the period/date specified in the Contract To Sell. In the event that completion is delayed due to fire, earthquake or other natural elements, acts of God, war, civil disturbance, government controls and unfavorable economic situations or climate, or any other cause beyond the **DEVELOPER/SELLER's** control, or due to the difficulty in obtaining the necessary labor, material, or the necessary permits from the various government agencies for the Unit or Project or to any other cause which makes the completion of the Project within the period herein specified impossible or not attainable, then the **DEVELOPER/SELLER** may consider itself relieved of any obligation under the Contract To Sell and this Supplement, and it shall reimburse the **PURCHASER**, without interest, all amounts heretofore received from the latter, except for those amounts already paid to the government or third parties; provided, further, that, should any such amount received by the **DEVELOPER/SELLER** have been released to it by the lending bank or financial institution stated in Section 3.1.2.2, such corresponding amount shall be refunded by the **DEVELOPER/SELLER** to the bank or financial institution concerned. In any event, the Unit (or any part thereof) and its appurtenant parking slot(s), if any, shall remain the property of the **DEVELOPER/SELLER**.

6. **LEGAL TITLE AND OWNERSHIP OF UNIT.**

6.1. Legal title to the Unit shall be transferred to the **PURCHASER** only (i) upon full payment of the purchase price and all other amounts due and payable hereunder or which may have accrued

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thereto, and (ii) upon the performance of all the other obligations required of the **PURCHASER** under the Contract To Sell and this Supplement. The title so conveyed shall be subject to, and the **PURCHASER** shall be bound by, the provisions of Republic Act No. 4726, as amended, Presidential Decree No.957, as amended, the Master Deed (or any amendments thereto), the Articles of Incorporation and the By-Laws of the Condominium Corporation, its rules and regulations, zoning regulations, other restrictions on the use of the Unit and the restrictions and easements of record, all of which the **PURCHASER** hereby agrees to be bound thereby.

6.2. Subject to Section 6.1 above, the **DEVELOPER/SELLER** shall execute a Deed of Absolute Sale in favor of the **PURCHASER** evidencing the transfer of legal title in and to the Unit and the appurtenant parking slot(s), if any, together with a corresponding pro-rata interest in the common areas and in the Condominium Corporation.

7. **EJECTMENT.**

7.1. It is agreed that the rights of the **PURCHASER** to hold possession of the Unit during the existence of the Contract To Sell is subject to the condition precedent that the **PURCHASER** is updated in the payment of the balance of the purchase price and the **PURCHASER's** faithful compliance with the other obligations under the Contract To Sell and this Supplement.

7.2. In case the **PURCHASER** fails to perform his obligations in the Contract To Sell or as stated in this Supplement or fails to pay any of the installments due on time, the **DEVELOPER/SELLER** shall, in addition to its rights under the law and in the other provisions of this Supplement, have the right to take immediate possession of the Unit without need of judicial demand and without any restriction for the purpose of preserving and/or protecting the Unit and to offer the same for sale to the public and to dispose the same. Furthermore, the **DEVELOPER/SELLER** itself or the condominium corporation upon the direction of the **DEVELOPER/SELLER** shall have the right to cut-off or deny the **PURCHASER** and/or the Unit basic utility services and access to or use of amenities.

7.3. For this purpose, the **PURCHASER** hereby automatically constitutes the **DEVELOPER/SELLER** as his/her attorney-in-fact to possess the Unit and the **DEVELOPER/SELLER** shall have all powers and authority to enforce the rights granted in this Supplement, including, the right to automatically repossess and/or to padlock the Unit, without judicial proceedings.

7.4. During the period from the cancellation or rescission to the time that the **PURCHASER** has physically vacated the Unit, the **PURCHASER** shall pay reasonable rent of the Unit, which rental amount shall be reasonably determined by the **DEVELOPER/SELLER**, solely. The reasonable rentals may be charged or applied by the **DEVELOPER/SELLER** against any monies that may be due to the **PURCHASER** under the Contract To Sell or this Supplement.

7.5. The **PURCHASER** expressly waives all rights to file criminal and/or civil actions against the **DEVELOPER/SELLER** for its exercise of its rights granted in this Section 7.

7.6. The rights granted to the **DEVELOPER/SELLER** in this Section 7 shall survive even though the Contract To Sell is rescinded or canceled.

7.7. The **PURCHASER** hereby acknowledges that he has been adequately explained of this provision and understands the same.

8. **DELIVERY AND ACCEPTANCE OF THE UNIT.**

8.1. The **DEVELOPER/SELLER** shall notify the **PURCHASER** in writing of the readiness of the Unit for delivery. The **PURCHASER** shall have thirty (30) calendar days from receipt of such notice to inspect the Unit together with **DEVELOPER/SELLER** (or its representatives) and notify the **DEVELOPER/SELLER** of his acceptance of the Unit or of his request for necessary rectifications or adjustments to be made therein, if any. If the **PURCHASER** fails to inspect the Unit within the said thirty (30) calendar days, the **PURCHASER** shall be deemed to have accepted the Unit.

If rectifications or adjustments are to be made in the Unit, the **DEVELOPER/SELLER** shall, upon completion of such works, notify the **PURCHASER** of the readiness of the Unit for final inspection and the **PURCHASER** shall only have five (5) calendar days from the receipt of such notice of final inspection to inspect the Unit together with the **DEVELOPER/SELLER** (or its representatives) only for the purpose of determining whether the necessary rectifications or adjustments requested by the **PURCHASER** in connection with the first inspection have been effected. No new adjustments or rectifications on new matters shall be made unless these are related to the adjustments or rectifications on the first inspection. The **PURCHASER** shall be deemed to have accepted the Unit on the date of final inspection or, if the **PURCHASER** fails to inspect the Unit within five (5) days from receipt of the notice of final inspection, upon the lapse of said five-day (5) period.

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8.2. Risk of loss or damages to the Unit shall automatically be for the account of the **PURCHASER** from the date of actual acceptance or deemed acceptance, whichever is earlier.

8.3. However, the **PURCHASER** shall only occupy the Unit (i) after the **PURCHASER** has fully paid the purchase price or part of the purchase price, as the case may be, (ii) after the **PURCHASER** has paid all other amounts due under the Contract To Sell or this Supplement, and (iii) after the **PURCHASER** formally accepts the Unit by signing the Acceptance Form prescribed by the **DEVELOPER/SELLER**.

9. **OTHER OBLIGATIONS.**

In addition to the other obligations specified in the Contract To Sell and this Supplement, the **PURCHASER** undertakes to comply with the following obligations, to wit:

9.1. Upon the incorporation of the Condominium Corporation and the ownership to the Unit is transferred to the **PURCHASER**, the **PURCHASER** shall automatically become a member of the Condominium Corporation and shall comply with the Articles of Incorporation, By - laws and rules and regulations of such corporation, including without limitation, the obligation to pay assessments and dues.

9.2. The **PURCHASER** shall immediately be responsible in paying real property taxes and all obligations, dues, assessments, utility connection charges and expenses as provided for in the Master Deed (or any amendments thereto), the Articles of Incorporation and the By-Laws of the Condominium Corporation effective from the date whichever is earlier of the actual acceptance or deemed acceptance as provided for in Section 8.1.

9.2.1. However, such real property taxes and all obligations, dues and assessments which shall be imposed or which shall accrue in connection with the Unit shall be pro-rated between the **DEVELOPER/SELLER** and the **PURCHASER** for the purpose of making **PURCHASER** liable only for the portion of such taxes or assessments which corresponds to the period from, whichever is earlier of, the date of actual acceptance or deemed acceptance as specified in Section 8.1, until the end of the relevant calendar year. Thereafter, all real property taxes, obligations, dues and assessments that shall be due on the Unit shall be for the sole account of the **PURCHASER**.

9.3. The procurement of appropriate insurance for the Unit and the payment of the premiums therefore shall be the responsibility of the **PURCHASER** and/or the Condominium Corporation as provided for under the Master Deed.

9.4. In the event that the **DEVELOPER/SELLER** shall have advanced the **PURCHASER'S** pro-rata share of real estate taxes, assessments, dues, utility connection charges and other expenses, accruing or as incurred in respect of the Unit for the account of the **PURCHASER**, the **PURCHASER** agrees to reimburse the **DEVELOPER/SELLER** the advance payments made by the **DEVELOPER/SELLER**. If the **PURCHASER** fails to reimburse the **DEVELOPER/SELLER** within fifteen (15) days from receipt of a notice of reimbursement, any unpaid amount shall earn an interest of twelve percent (12%) per annum, retroactive to the date when such unpaid pro-rata share of real estate taxes, assessments, dues, utility connection charges and other expenses should have been paid by the **PURCHASER**.

9.5. Value-added taxes, documentary stamp taxes, registration fees, transfer taxes, administrative, handling and other expenses, costs and any other tax (other than taxes on the net income of the **DEVELOPER/SELLER** or any other tax credited thereto) imposed or to be imposed at present or in the future in connection with the sale of the Unit, the execution and registration of the Deed of Absolute Sale and the issuance of the condominium certificate of title covering the Unit in the name of the **PURCHASER** shall be for the account of the **PURCHASER**.

9.6. The application for service connection for power, water and telephone utilities and the payment of the fees, deposits and other charges related thereto shall be the sole responsibility of the **PURCHASER**.

10. **CONDOMINIUM CORPORATION.**

The **DEVELOPER/SELLER** is hereby authorized and empowered to organize a Condominium Corporation pursuant to the Master Deed for the principal purpose of (i) holding title to areas in the Project designated as areas for common use and (ii) for managing the Project for the common benefit of all the unit owners.

11. **ASSIGNMENT/TRANSFER OF RIGHTS.**

11.1. Except in case of transfer by hereditary succession, the **PURCHASER** cannot effect the sale

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or transfer of the Unit without first securing a Certification from the Secretary of the Condominium Corporation that the proposed sale or transfer will not violate any law limiting the ownership of private land to Filipinos or to corporations at least 60% (or such other applicable percentage as may be hereinafter required) of the capital of which is owned by Filipinos.

11.2. Without necessity of consent by the **PURCHASER**, the **DEVELOPER/SELLER** shall have the right to sell, assign or transfer to one or more buyers, assignees or transferees, absolutely or conditionally, its rights and obligations under the Contract To Sell and this Supplement, provided that such buyer, assignee or transferee shall be expressly bound to honor the terms and conditions of the Contract To Sell and this Supplement with respect to the rights of the **PURCHASER** herein. In the event of securitization and pursuant to the terms of Republic Act No. 9267 and notwithstanding anything to the contrary contained in this Contract, **PURCHASER** hereby waives his/her rights under Republic Act No. 6552, the provision of Section 7 thereof notwithstanding.

12. **WARRANTIES.**

12.1. The **DEVELOPER/SELLER** hereby undertakes and agrees with the **PURCHASER** that it shall warrant and defend the title of the Unit against all claims of all persons or entities. The **DEVELOPER/SELLER** shall also defend the right of the **PURCHASER** to the Unit against judicial eviction by third parties. The **DEVELOPER/SELLER** further warrants that the Unit is free from all liens and encumbrances except those liens and encumbrances provided for by law and in the Master Deed and those annotated and registered at the back of the Certificate of Title corresponding to the Unit.

12.2. The **DEVELOPER/SELLER** shall assign to the Condominium Corporation for the pro-rata benefit of all unit owners all the warranties made in favor of the **DEVELOPER/SELLER** by the architects, engineers, construction or project manager, contractors and suppliers in connection with the plans, specifications, construction materials used and equipment installed in the Project as provided for under pertinent laws.

12.3. The **DEVELOPER/SELLER** binds itself to be responsible within a period of two (2) years from the acceptance or deemed acceptance of the **PURCHASER** of the condominium unit, for the repairs and replacement, at the sole discretion of the **DEVELOPER/SELLER** of any material defect in the workmanship, in the materials used and equipment/s installed in the condominium unit, except for those household appliances and furnitures for which the supplier/manufacturer has separate warranties.

After two (2) years, the **DEVELOPER/SELLER**, its assigns and successors-in-interest is automatically relieved of this warranty and the **PURCHASER** shall hold the **DEVELOPER/SELLER** free and harmless from this warranty clause. The **DEVELOPER/SELLER** may, however, give its full assistance to the **PURCHASER**, in case the latter shall proceed against its independent contractors or subcontractors.

This warranty clause, however, does not cover workmanship, materials and equipments installed and/or performed by the **PURCHASER** or his/her agents or for minor defects and/or deterioration of the condominium unit or the building where such unit is found due to natural weakening of materials, wear and tear, exposure to the elements and/or act, omission, fault or neglect attributable to the **PURCHASER**.

13. **SEPARABILITY CLAUSE.**

In case one or more of the provisions contained in the Contract To Sell or this Supplement shall be declared invalid, illegal or unenforceable in any respect by the competent authority, the validity, legality and enforceability of the remaining provisions contained in the Contract To Sell or this Supplement shall not in any way be affected or impaired thereby.

14. **ADDITIONAL PROVISIONS.**

14.1. In case extraordinary inflation or devaluation of the Philippine Currency supervenes during the effectivity of the Contract To Sell, the value of the currency at the time of the establishment of the obligation shall be the basis of payments as provided in Article 1250 of the New Civil Code of the Philippines. It is agreed that the term "extraordinary inflation or devaluation" as used in Article 1250 shall mean the diminution to the extent of 25% of the purchasing power of the Philippine currency as reflected in the official report of the Bangko Sentral Ng Pilipinas, or an official devaluation of the Philippine Currency.

14.2. The Contract To Sell or this Supplement shall not be considered as changed, modified or altered by acts of tolerance on the part of the **DEVELOPER/SELLER** unless such changes, modifications, or alterations are in writing and signed by both parties.

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14.3. Should any of this parties seek relief in court for the enforcement of the Contract To Sell or this Supplement or any of the documents hereto attached or incorporated by reference, the parties hereby agree to submit to the jurisdiction of the proper court of Makati City, or at the sole option of the **DEVELOPER/SELLER**, where the project is located.

14.4. If there are two (2) or more buyers under the Contract To Sell, the term "**PURCHASER**" shall collectively refer to both or all of them, and the obligations of the **PURCHASER** as specified in the Contract To Sell and this Supplement are deemed contracted by them jointly and severally.

14.5. The **DEVELOPER/SELLER** undertakes to register at the **PURCHASER'S** expense the Deed of Absolute Sale evidencing the sale of the Unit to the **PURCHASER** with the proper Registry of Deeds.

14.6. Notice to the **PURCHASER** sent by registered mail or by personal delivery to the address stated in the Contract To Sell shall be considered as sufficient compliance with all requirements of notice.

14.7. It is understood and agreed that no failure or delay by the **DEVELOPER/SELLER** in exercising any right, power or privilege under the Contract To Sell or this Supplement shall be construed as a waiver thereof nor any single or partial exercise thereof shall preclude any other further exercise thereof or the exercise of any other right, power, or privilege. Moreover, acceptance by the **DEVELOPER/SELLER** of any payments made in a manner or at any time other than as the original dates provided shall not be construed as a variation, negation or waiver of the terms hereof.

14.8. Pursuant to the implementing Rules and Regulations of Presidential Decree No. 957, the broker/salesman, if any, who negotiated the sale hereof shall sign as one of the witnesses to the Contract To Sell and this Supplement.

14.9. In case of conflict in the interpretation of plans and specifications of the building or the measurements of the Unit purchased and delivered, the interpretation of plans and decisions made by the architect of the Project shall prevail.

14.10. The **PURCHASER** is aware that the condominium development is being undertaken in stages, or that the amenities and the facilities may be in an incomplete state, and that notwithstanding thereof, the **PURCHASER** hereby agrees to make the payments herein required on their respective due dates, and not to use the same as excuse or reason for non-payment.

14.11. The **PURCHASER** hereby agrees that the **DEVELOPER/SELLER** shall have the absolute right to change, alter or modify the condominium development plan, condominium name, and plans and specification of the Unit subject to the approval of the HLURB or other government agency whenever required. As long as the road lots, open spaces and amenities are owned and/or registered in the name of the **DEVELOPER/SELLER**, the **DEVELOPER/SELLER** shall have the absolute and unhampered control over the same.

14.12. The **PURCHASER** hereby acknowledges that he is aware of land developments and/or improvements actually being and will be undertaken by the **DEVELOPER/SELLER** at the Project. The **PURCHASER** hereby holds the **DEVELOPER/SELLER** free and harmless from any claim or action whatsoever nature and kind which arises out of or is due to or which may be caused by any inconvenience, discomfort, disturbance and/or nuisance which may unavoidably be caused to the **PURCHASER** by the said development works. During such development works, the **DEVELOPER/SELLER** is authorized to construct temporary structure on any property within the Project.

14.13. Should the **DEVELOPER/SELLER** resort to the Court of Justice in order to enforce the foregoing covenants and/or for the protection of its rights or redress of its grievances regarding the Unit, its purchase or the use thereof, the **PURCHASER** or his/her successor-in-interest is obliged to pay the **DEVELOPER/SELLER** by way of attorney's fees, a reasonable sum which in no case shall be less than Five Thousand Pesos (P5,000.00) Philippine Currency, if the case is in the Metropolitan Trial Court, and an additional Ten Thousand Pesos (P10,000.00) Philippine Currency, if the case reaches or is originally instituted in the Regional Trial Court, and a further sum of Fifteen Thousand Pesos (P15,000.00) Philippine Currency, if it reaches the Court of Appeals or the Supreme Court, plus another Five Thousand Pesos (P5,000.00) Philippine Currency, if the case goes to the Supreme Court from the Court of Appeals, and in addition to the costs and expenses of litigation and damages, actual or consequential, to which the **DEVELOPER/SELLER** may be entitled by law. The term "court" includes the Housing and Land Use Regulatory Board, and any other government agency having quasi-judicial authority.

15. **ENTIRE CONTRACT.**

15.1. The Contract To Sell and this Supplement and all other documents executed in relation to or

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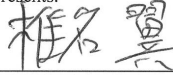
in connection with this transaction which are specifically incorporated herein, shall constitute the entire agreement between the parties. The **DEVELOPER/SELLER** is and shall not be bound by any stipulations, representations, agreements or promises, oral or otherwise, not contained in the Contract To Sell, this Supplement or in any document incorporated herein, unless stipulated to the contrary. Likewise, the **DEVELOPER/SELLER** cannot be made liable for any stipulations, representations, agreements or promises, oral or otherwise made by any sales person, unless otherwise contained in the Contract To Sell, this Supplement and annexes.

Words denoting persons shall include individuals and juridical entities, and references to the masculine, feminine or neuter gender shall apply equally to all. All annexes shall be considered integral parts of this Supplement.

15.2. All stipulation and covenants hereof shall extend to and be obligatory on the heirs, personal representatives, successors and assigns (as the case may be) of the parties.

IN WITNESS WHEREOF, the parties have hereunto signed these presents.

DMCI Project Developers, Inc.,
Developer/Seller



TSUBASA SHIINA
Purchaser

TIN: 

TIN:

By:

TIN:

SIGNED IN THE PRESENCE OF:



AMY CYNTHIA RAVARRA ESGUERRA
Project Sales Manager



TAKASHI - KIRIHARA
Witness

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