

CONTRACT TO SELL (IN-HOUSE)

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT TO SELL**, made and executed by and between:

TRADITION HOMES, INC. (formerly *Tradition Homes Project Managers & Development, Inc.*), a corporation duly organized and existing under the laws of the Republic of the Philippines with office address at **Unit 701 Orient Square Bldg., Emerald Avenue, Ortigas Center, Pasig City**, herein represented by its Business Development Manager, **FRANCIS MIGUEL R. MADLAMBAYAN**, herein after known as the "**FIRST PARTY**".

-and-

RHEADEL I. MERCADO, of legal age, Filipino, married to **JENISUS B. MERCADO**, with residence at **15 Talisay St., Progressive Village, Sta. Rosa, Laguna**, hereinafter known as the "**SECOND PARTY**".

WITNESSETH: That-

WHEREAS, the **FIRST PARTY** is the owner of Block **5** Lot **3** – **Southview Homes – Santa Rosa** situated at Brgy. Ibaba, Santa Rosa City, Laguna covered by **TCT No.: 060-2019004973** of the Registry of Deeds of **Calamba, Laguna**, and of a house model of **Two Bedrooms with Deck**, to be constructed thereon, the description and specification of which are contained in the plan and specifications designated in the above house model and made an integral reference hereof,

WHEREAS, the **SECOND PARTY** offers to buy from the **FIRST PARTY** the said house and lot and the **FIRST PARTY** hereby agrees to sell to the **SECOND PARTY** the said properties, subject to the terms and conditions, hereto, agreed;

WHEREAS, the **SECOND PARTY** has read all terms and conditions in accordance with the forms as stipulated, Deed of Restrictions to be incorporated in the title and examined the plans and specifications mentioned above and is desirous of purchasing from the **FIRST PARTY** the unit described herein;

NOW THEREFORE, for and in consideration of the premises and the compliance of the terms of payments of the purchase/contract price herein below specified, the **FIRST PARTY** here by agrees to sell unto the **SECOND PARTY** and the LATTER agrees to purchase from the FORMER the property above-described under the following:

TERMS AND CONDITIONS

- a) The **TOTAL PURCHASE PRICE**, inclusive of processing fee shall be **TWO MILLION THREE HUNDRED SIXTY NINE THOUSAND FOUR HUNDRED EIGHT PESOS ONLY (P 2,369,408.00)**.
- b) The **SECOND PARTY** and the **CO-MAKER** herein agree to perform and undertake the **TRADITION HOMES, INC.** (formerly *Tradition Homes Project Managers & Development, Inc.*), the following terms:
 - i) Downpayment of **TOTAL PURCHASE PRICE** of **THREE HUNDRED FIFTY FIVE THOUSAND FOUR HUNDRED ELEVEN PESOS & 20/100 ONLY (P 355,411.20)** to be paid within fifteen (15) equal monthly installments to commence thirty (30) days from date of payment of the reservation fee. Failure to pay two (2) consecutive monthly installments will mean cancellation of this contract and forfeiture of all payments. Discount terms shall be based on **TRADITION HOMES, INC.** (formerly *Tradition Homes Project Managers & Development, Inc.*), agreed Payment Plan.
 - iii) Pay the balance in the amount of **TWO MILLION THIRTEEN THOUSAND NINE HUNDRED NINETY SIX PESOS & 80/100 ONLY (P 2,013,996.80)** in **One Hundred Twenty (120)** equal monthly installments. The monthly amortization is **THIRTY THREE THOUSAND SEVEN HUNDRED THIRTY SEVEN PESOS & 9/100 ONLY (P 33,737.09)** to start on thirty (30) days upon completion of the unit and every month thereafter. The **SECOND PARTY** shall likewise issue **One Hundred Twenty (120)** post dated checks by the bank of his own choice payable to the **FIRST PARTY** representing the monthly amortization with the assurance that these checks are duly funded.
 - iv) Failure to pay any amount within the stipulated period of time shall mean forfeiture of the downpayment and any other payments made and the Contract to Sell shall be cancelled and rescinded in accordance with law.

- c) The **FIRST PARTY** reserves the rights to transfer or assign its rights under this contract to person or entity it shall deem fit and the **SECOND PARTY**, undertake to conform to the said transfer or assignment to such third person or entity and to perform faithfully their obligations under this contract without need of a demand from the Assignee or Transferee.

The transferee or assignee referred to may include any bank or financial institution of the **FIRST PARTY**'s choice. In the event of any transfer of assignment to such bank or financial institution, this Contract shall serve as the **SECOND PARTY**'s manifestation of consent thereto and as notice that subsequent payments shall henceforth be made directly to the chosen bank or financial institution.

- d) The **PARTIES** agree to execute documents or contract to facilitate requirements imposed by the terms thereof.
- e) The following shall give rise to the automatic cancellation of this contract without further notice and the forfeiture of all payments made representing as liquidated damages:

- i.) Failure to perform and discharge any of the undertaking herein made, such as, but not limited to:

1. Failure to pay payments schedules or dishonor of any check
2. Submission of a duly accomplished housing loan application complete with all the necessary supporting documents to comply with the purposes of the assignment of right stated in par. (c) hereof. Any day delay in the submission of any documents or clearances as required and those documents in which may be required to support the basis of said Assignment of Rights shall render the **SECOND PARTY** liable to pay the penalty of P100.00 for each day of delay.

- ii.) Abandonment, withdrawal, transfer or assignment of rights executed by the **SECOND PARTY** without prior written consent of the **FIRST PARTY**.

- iii.) Submission of additional documents as required by the housing loan application as required in par. (c) hereof, within five (5) days from receipt of written notice at his/her given address herein.

- f.) The **SECOND PARTY** hereby appoints the **FIRST PARTY** as exclusive Attorney-In-Fact in a manner absolute and irrevocable to sign, receive and release the said proceed of the loan or of the Assignment of Right mentioned in par. (c) hereof, which are assigned by the **FIRST PARTY** and the latter shall apply the same to any and all obligations due to the **FIRST PARTY** under this contract and to do any act which may be necessary to pay the obligation of the **SECOND PARTY** to the **FIRST PARTY** and for which purpose the **SECOND PARTY** hereby ratifies and confirms any act which may be done by the **FIRST PARTY** in the execution of this Power of Attorney herein given;

- g.) The **SECOND PARTY** hereby agrees to be bound and abide by the Deed of Restriction as set forth in the Deed of Sale.

- h.) The **FIRST PARTY** may not be compelled to construct the house prior to the full payment of the downpayment and any additional amounts thereof and the delivery of the postdated checks to cover monthly amortization payments as agreed above.

Delay in the construction or completion of the house by reason of fire, earthquake acts of God, and other disturbances beyond the control of the **FIRST PARTY** shall no render the latter liable.

- i) Possession of the house and lot shall only be delivered to the **SECOND PARTY** only after full payment of the total purchase price.

The **SECOND PARTY** agrees not to occupy the house without the prior written consent of the **FIRST PARTY**.

- j.) Within three (3) days from receipt of the Notice of Completion, the **SECOND PARTY** shall inspect the said house and communicate in writing to the **FIRST PARTY** any defect noted during inspection. The **SECOND PARTY** shall accept the house by signing the Certificate of Completion, Turnover and Acceptance and all other documents required. Failure on the part of **SECOND PARTY** to comply with the foregoing stipulations within said period shall be constructed as an unqualified acceptance of the house thereby exempting the **FIRST PARTY** from any liability whatsoever or at the option of the **FIRST PARTY**, shall result into declaring the entire unpaid total purchase price plus amounts agreed therein due and demandable without notice or demand.

The **FIRST PARTY** shall be discharged from any electrical, structural and engineering and all other damages in the house and lot whatsoever, unless the **FIRST PARTY** shall undertake in writing to repair the cause of such damage within the scope of the plans and Specifications. Repair shall start only upon actual occupancy by the **SECOND PARTY**.

- k.) In the event the **SECOND PARTY** opts to cancel this Contract for whatsoever reason, any and all sums of money paid under this Contract together with all the rights and interests with all the improvements made on the premises shall be considered as liquidated damages and shall be forfeited in favor of the **FIRST PARTY**, subject to the provision of Republic Act 6552 (Realty Installment Buyer Protection Act), in relation to Presidential Decree No. 957 (Subdivision and Condominium Buyer's Protection Act).
- l.) The **FIRST PARTY** may, upon written notice to the **SECOND PARTY**, change or alter the design, specifications and /or the price of the house and lot, or replace the same with a similar house and lot, or cancel this Contract and return any payment received by the first party from the **SECOND PARTY** should the project become not economically feasible such that, there are adverse claims, natural changes in its structure, and/or any other reason similar to the earlier stated factors.

In case of conflict or disagreement between the plans and specifications of the house and lot the specifications shall prevail;

- m.) In case **FIRST PARTY** is compelled to litigate to protect its interest under this contract, the **SECOND PARTY** agrees to pay **FIRST PARTY** by way of attorney's fees an amount of equivalent to twenty-five (25%) of the unpaid dues but in no case less than P25,000.00, plus costs of litigation. In the event of suit, the venue shall be in the courts of _____.
- n.) This agreement cancels and supersedes all previous contract or agreements between the parties herein. Likewise this agreement shall not be considered as changed, modified, altered or in any way amended by the acts of tolerance by the **FIRST PARTY** or by execution of accommodation contracts for the early release of the loan proceeds. Any stipulation, representation, or promises, oral or otherwise not in this contract expressly or incorporated by reference shall not bind **FIRST PARTY**.
- o.) Real property estate taxes and other assessments shall be for the account of the **SECOND PARTY** from the date of completion of the house which fees shall be billed by the first party, annually not later than February 15 of the year.
- p.) All expenses in connection with the transfer of certificate of title shall be for the account of the **SECOND PARTY**. These expenses shall include those documentary stamps, municipal transfer fees, registration fees and other incidental expenses;
- q.) Notices. All notices and correspondence of any nature sent to the VENDEE at the above address shall bind him regardless of actual receipt, unless written notice of change of address has been received by the VENDOR.
- r.) Should any provision of this contract be declared null and void, the declaration of nullity shall not affect the validity of this transaction or other provision herein, which shall be considered valid and binding between the parties.
- s.) In case involving lot sales, payments of real estate tax shall be based on Section 26 of Presidential decree No. 957.
- t.) With regard to Registration of Conveyance the registration of sale or conveyance shall be within 180 days from execution thereof in accordance with Sec. 24 of Presidential Decree No. 957 Implementing Rules and Regulation.
- u.) With regard mortgages and encumbrances Section 18 of Presidential Decree No. 957 shall apply.
- v.) With respect to other charges not authorized Section 27 of Presidential Decree No.957 shall apply.
- w.) In cases involving installments sales, Section 24 of PD 957 shall apply.
- x.) Section 20 of implementing Rules and Regulations referring to extension of completion shall also apply.
- y.) **ADDITIONAL PROVISIONS:**
1. Construction of the house starts upon the 13th monthly equity payment and shall be included in the incoming batch for construction; MRI shall also be paid.
 2. Buyer must issue twelve (12) postdated checks prior to construction of the house.
 3. Monthly amortization starts 30 days upon completion of the house.

IN WITNESS WHEREOF, the parties have signed presents, this _____ day
of _____ at _____.

TRADITION HOMES, INC.
(formerly Tradition Homes Project Managers &
Development, Inc.)
"FIRST PARTY"

Represented By: _____

FRANCIS MIGUEL R. MADLAMBAYAN
Business Development Manager

RHEADEL I. MERCADO
"SECOND PARTY"

With Marital Consent:

JENISUS B. MERCADO
"SECOND PARTY"

SIGNED IN THE PRESENCE OF:

KATRINA G. HOMO
Account Officer

Richelle L. Lolong
Marketing Assistant

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY) S.S.

At the City of **MAKATI CITY**, Philippines, this **JUN 01 2021** personally appeared before me:

TRADITION HOMES, INC.
(formerly Tradition Homes Project
Managers & Development, Inc.)
Represented by:
FRANCIS MIGUEL R. MADLAMBAYAN

TIN No.: 459-749-555-000

RHEADEL I. MERCADO
JENISUS B. MERCADO

known to me and to me known to be the same persons who executed the foregoing instrument and they
acknowledged to me that the same is their free act and deed as well as the person represented.

This instrument refers to a **CONTRACT TO SELL** of a house and lot located at **Brgy. Ibaba, Santa
Rosa City, Laguna**, consisting of four (4) pages including the page on which this acknowledgment margin
thereof and on the spaces provided for their signatures.

WITNESS MY HAND AND SEAL on the date and place above written.

Doc. No. **413** :
Page No. **84** :
Book No. **326** :
Series of 20**21** .

ATTY. JOSHUA P. LAPUZ
Notary Public for Makati City
Appointment #M-66 until 12/31/2021
PTR No. 8531012 - Jan. 4, 2021, Makati City
Roll No. 45790, IBP Lifetime #04897/7-3-03
MCLE No. VI-0016565/Jan. 14, 2019
G/F Fedman Suites, 199 Salcedo Street
Legaspi Village, Makati City