



PURCHASE PROPOSAL FORM – PUBLISHED SALE

TO : Rizal Commercial Banking Corporation Date:

Sir/Madam :

I/We offer to purchase the Property described below for PESOS :
_____ PESOS ONLY (**PHP _____ .00**) on an "AS IS
WHERE IS" basis:

PURCHASE MODE		PROPERTY DESCRIPTION / LOCATION	
Cash		Area:	Impv:
Installment		TCT	
_____ % DP	Balance Payable _____ (__) yrs	Location:	
Monthly	Quarterly		

Enclosed is my deposit MC No. : CHECK NO. -
Name of Bank :
Amount : Php_____ .00 representing
_____ % of the Purchase Price

I/We agree to the following terms and conditions on the sale of the Property:

1. RCBC has no commitment and makes no guaranty to approve/accept the Offer. The Offer is understood to be subject to final approval by RCBC’s approving authorities.
2. The amount tendered is accepted as Option Money only (as defined in the Option Agreement between me/us and RCBC (the "Option Agreement")) and not as earnest money. The parties agree that:
 - a. In the event (i) RCBC approves the Offer, as evidenced by a Notice of Approval to be signed by RCBC’s duly authorized officer and (ii) I/we exercise my/our Option per the Option Agreement, the parties agree that the Option Money shall form part of the consideration for the sale;
 - b. If the Offer is disapproved by RCBC, the Option Money shall be refunded to me/us without interest pursuant to the terms of the Option Agreement; and
 - c. For any reason other than Sections 2(a) and 2(b) above, the Option Money shall be forfeited in favor of RCBC as consideration for the Option Agreement.
3. In the event RCBC imposes changes in the terms and conditions of the Offer (RCBC Counter-Offer), I/we shall submit to RCBC my/our Written Conformity to the RCBC Counter-Offer not later than seven (7) days from notice thereof; otherwise, the Offer and RCBC’s Counter-offer shall be deemed cancelled without need of notice and RCBC shall reimburse the deposit to me/us without interest.

4. **A. For Cash Sales I/We agree to pay**

The Balance shall be paid from receipt of the Notice of Approval/Written Conformity via the following:

4.A.1: **Php**_____.00 or ___ % down payment upon submission of offer;

4.A.2: An additional **Php**_____.00 or ___% to complete the down payment shall be paid within seven (7) days from receipt of Notice of Approval/Written Conformity or as indicated in the Notice of Approval; and

4.A.3: **Php**_____.00 or ___ % balance shall be paid 30 days from completion of the down payment or as indicated in the Notice of Approval.

The Deed of Absolute Sale shall be executed upon receipt by RCBC of the full purchase price.

B. **For Installment Sales I/we agree to pay:**

4.B.1 ___ % Downpayment

- The **Php**_____ or ___% deposit paid upon submission of the offer shall form part of the required down payment;
- An additional **Php**_____ or _____ % to complete the down payment shall be paid within seven (7) days from receipt of Notice of Approval/Written Conformity.

4.B.2 the balance of the purchase price of **Php**_____ shall be paid in installments with fixed interest rate of ___% for a period of ___ (___) years; the first installment to be due thirty (30) days from the date of signing of the Deed of Conditional Sale or receipt of the full down payment whichever comes first or as indicated in the Notice of Approval. I/WE shall submit twenty-four (24) post-dated checks to cover the monthly amortizations every two (2) years.

For both cash or installment sales, RCBC reserves the right of ownership to the property until the TCP has been fully paid.

5. In the event of my/our withdrawal/cancellation of my/our offer after Notice of Approval shall have been served, or in case of failure on my/our part to pay the amounts provided in Par. 4 above within the specified period or to sign the Deed of Conditional Sale within thirty (30) days from receipt of the Notice of Approval, my/our deposit shall be forfeited in favor of RCBC as penalty and the deal shall be deemed cancelled without need of further notice. Thereafter, RCBC shall be free to sell the Property to other interested parties.
6. RCBC sells only whatever rights, interests, and participation it has on the Property and I/we am/ are charged with full knowledge of the nature and extent of said rights, interests, and participation. I/we confirm we have inspected and ascertained the condition of the Property and have not relied on any representation by RCBC with respect to the property subject of this Offer.
7. I/We shall assume payment of all taxes, including but not limited to transfer, excise and documentary stamp taxes and all other imposts, assessments or charges that the Republic of the Philippines may impose now or hereafter on the Property. I/We shall likewise defray all expenses to be incurred in connection with the execution of the Deed of Absolute Sale/Conditional Sale, including notarial and registration fees and such other fees and expenses that may be necessary for the validity of the instrument and other documents that may be executed in the event of approval of my/our Offer.

I/We upon assumption of payment obligation of any and all expenses/costs due particularly real property taxes, caretaking/security fees and insurance fees, including the CWT and DST proof of payment and Forms CWT 1606 (if applicable) and DST 2000-OT.

I/We shall also be responsible for the payment of the advances paid by RCBC or any future expenses that maybe incurred by RCBC including but not limited to caretaking fees/security fees, insurance and or real property taxes which RCBC may continue to pay in my behalf. Any and all outstanding expenses billed to me must be paid 30 days from the execution of the Deed. Outstanding obligations not paid within the provided grace period shall accrue penalties or interest accordingly and shall form part off my unpaid outstanding obligation. I confirm and agree that the penalties or interest shall be as stipulated in the Deed of Conditional Sale or Deed of Absolute Sale to be executed by RCBC and me. I/We shall furnish the copies without need of demand, of such payments, official receipts and corresponding assessments to RCBC.

8. In view of the pending case over the Property, of which I am made aware of by RCBC, I/We shall assume all the costs, fees and expenses in connection with such claim or proceeding. I/We shall be liable for any costs incurred by RCBC for defending or prosecuting the pending action, including all actual costs and legal fees, starting from the date of the Deed of Conditional Sale. Payment in full of all outstanding legal fees shall be a pre-requisite to the issuance of the Deed of Absolute Sale in my/our favor.
9. For both cash and installment sales, RCBC shall shoulder the creditable withholding tax only to the extent of the selling price. Moreover, if the zonal/fair market value is increased to a level higher than the selling price during the term of the sale, the resulting additional tax (based on the higher of the zonal/fair market value or selling price) shall be borne by me/us.
10. Title to and ownership of the Property shall remain with RCBC and shall be transferred by RCBC only upon full payment of the approved purchase price and interest and other related expenses (e.g. real estate taxes, DST, notarial fee, transfer tax, etc.) advanced by RCBC which shall be payable by me/us under the Deed of Conditional Sale (DCS) and relevant agreements.
11. Turn-over of Property for my/our use, occupancy and/or improvement may be done only upon payment of at least twenty five (25%) percent of the total purchase price and full documentation of the sale, and my continuous possession over the property thereafter shall be conditioned upon my prompt payment in full of all installments and accountabilities in accordance with the above-stated schedule, failure of which will entitle RCBC to immediately recover possession of the Property or reasonable rent for my unauthorized use thereof.
12. For installment sales, clients are required to update RCBC the documentary requirements as maybe requested on a yearly, two (2) years or three (3) years basis. This in compliance of the BSP regulation on Anti-Money Laundering.
13. If my/our Offer is accepted, I/we shall be responsible for ejecting illegal occupants, if any, of the Property and shoulder the cost of ejectment. I/we shall answer, upon demand by RCBC, for claims/damages that may be filed against it, and for costs of suit it may incur, arising from the ejectment actions that I/we will pursue.
14. In order to prosecute any action to eject illegal occupants from the Property, RCBC will allow me/us to engage the services of counsel to file such action in the RCBC's name, provided that such counsel is duly accredited by RCBC.

If my counsel is not duly accredited, I/we commit to submit our chosen counsel to the accreditation process of RCBC's Legal Division. Upon engagement of the accredited counsel, I/we shall execute a related agreement with RCBC for the appropriate handling of the case, which agreement shall be a pre-requisite for the authority to be given by RCBC to prosecute or defend the case in its name.

15. In the event that I/we engage counsel to prosecute or defend an action in the name of RCBC, I/we shall be directly liable to pay all legal costs and fees. In the event that we fail to pay any legal fees or costs when they fall due, RCBC may choose to advance the payments to the engaged counsel and demand reimbursement from me, for which I shall be liable to RCBC.
16. I/We shall keep RCBC free and harmless from liabilities of whatever kind and nature arising out of any legal claim/s or proceedings, which has been or will be filed involving the Property.
17. I/We shall pay the Value Added Tax (VAT), in the event VAT is imposed on banks.
18. I/We warrant that I/we am/are not the previous owner/s of the Property or the borrower of the loan that was secured by a real estate mortgage of the Property, nor related to the borrower.
19. I/we may not assign or transfer my/our rights (if any) over the subject property without the prior written consent of RCBC.
20. Other terms and conditions may be imposed by RCBC on the sale of the Property.
21. I/We confirm that I/we have read and understood all the terms and conditions of the sale stipulated in this agreement and have voluntarily and freely signed and conformed hereto signifying acceptance of all the conditions set forth in this agreement.

REFERROR/BROKER:

DEBORRAH BENITEZ
Signature over Printed Name
Address: Makati City
Tel. No. 09065061323
TIN No:

OFFEROR/BUYER:

Signature over Printed Name
Address:
Tel. No.
TIN No:

If married, Name of Spouse:

RCBC Account No.:

TIN No:
CTC :
Date Issued
Place Issued :

Is buyer related to an RCBC/YGC officer/employee? / / Yes / / No
If yes, designation & station of relative in RCBC/YGC:

If Corporate, require Corp. Resolution authorizing the transaction and the person/s authorized to transact with RCBC certified by its Corporate Secretary.

OFFEROR/BUYER:

Buyer Signature
