

CONTRACT TO SELL

Sale of real property where title transfers only upon full payment of the price

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KNOW ALL MEN BY THESE PRESENTS:

This Contract to Sell (the “Contract”) is executed this _____ day of _____, 20____, at _____, Philippines, by and between:

THE SELLER, _____, of legal age, Filipino, with address at _____, the registered owner of the property below (the “Seller”); and

THE BUYER, _____, of legal age, _____, with address at _____ (the “Buyer”).

THE PROPERTY

Transfer Certificate of Title (TCT) No. _____, Lot No. _____, with an area of _____ square meters, together with all improvements thereon, situated at _____, declared for taxation under Tax Declaration No. _____ (the “Property”).

- 1. Purchase Price.** The total purchase price is ₱_____ Philippine Pesos, payable as follows:
(a) down payment of ₱_____ upon signing of this Contract; and (b) the balance of ₱_____ through ☐ cash payment on or before _____; ☐ take-out of a housing/construction loan from _____, with the Buyer filing a complete application within thirty (30) calendar days and diligently pursuing approval.
- 2. Obligation of the Seller.** Upon full payment of the Purchase Price, the Seller shall execute and deliver a Deed of Absolute Sale conveying clean title free of liens, mortgages, adverse claims, and encumbrances, and shall deliver possession of the Property and all tax declarations and related documents.
- 3. Obligation of the Buyer.** The Buyer shall pay the Purchase Price strictly on schedule, promptly sign all loan documents, and pay all charges for the Buyer’s account under Section 5. Time is of the essence for every payment obligation.
- 4. Default.** Any unpaid installment shall bear a penalty of _____% per month of delay, computed from due date until fully paid, without prejudice to the Seller’s right to rescind this Contract after a written demand and a grace period of sixty (60) days. Upon valid rescission for the Buyer’s default, the Seller may forfeit a reasonable cancellation fee from payments received, subject to the mandatory protections of Republic Act No. 6552 (Maceda Law) and other applicable law.
- 5. Taxes and Charges.** Capital gains tax and all real property tax arrears up to the date of sale are for the Seller’s account. Documentary stamp tax, transfer tax, registration fees, and notarial fees are for the Buyer’s account, unless otherwise stated herein.
- 6. Possession and Risk.** Possession of the Property shall be delivered to the Buyer upon _____. Risk of loss or damage by force majeure prior to delivery of possession shall be borne by the Seller.

7. No Transfer of Title Before Full Payment. Ownership and title remain with the Seller until the Purchase Price is fully paid. Payments made by the Buyer prior thereto are properly characterized as part of the price and not as deposits, except as provided by law.

8. Entire Agreement; Governing Law. This Contract constitutes the entire agreement of the parties and may be amended only in writing signed by both. It is governed by the laws of the Republic of the Philippines, with the courts of _____ having exclusive venue.

THE SELLER — Signature over printed name

THE BUYER — Signature over printed name

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

S.S.

City/Municipality of _____)

Before me, a Notary Public for and in the above jurisdiction, this _____ day of _____, 20_____, personally appeared the above-named persons, who exhibited to me their competent evidence of identity, and who acknowledged that this Contract is their free and voluntary act and deed.

Doc. No. _____; Page No. _____; Book No. _____; Series of 20_____.

Notary Public — Name, PTR No., IBP No., Roll of Attorney's No., MCLE Compliance No., Commission expiry date