

DEED OF ABSOLUTE SALE

Conveys ownership of Philippine real property from vendor to vendee upon execution and payment

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KNOW ALL MEN BY THESE PRESENTS:

This DEED OF ABSOLUTE SALE (the “Deed”) is made and executed this _____ day of _____, 20____, at _____, Philippines, by and between:

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

THE VENDEE, _____, of legal age, _____, _____, with address at _____ (the “Vendee”).

THE PROPERTY

A parcel of land together with all improvements existing thereon, registered under Transfer Certificate of Title (TCT) No. _____ of the Registry of Deeds of _____, covering Lot No. _____, with an area of _____ square meters, more or less, situated at _____, and declared for taxation purposes under Tax Declaration No. _____ (the “Property”).

- 1. Sale and Conveyance.** By these presents, the Vendor does hereby sell, transfer, cede, and convey, by way of absolute sale, unto the Vendee, its heirs and assigns, the Property, together with all rights, interests, and appurtenances thereto belonging, free from all liens, mortgages, adverse claims, leases, and encumbrances of every kind.
- 2. Purchase Price and Payment.** The total purchase price is ₱_____ Philippine Pesos, the full receipt and sufficiency of which the Vendor hereby acknowledges and forever releases the Vendee from any further claim thereon.
- 3. Warranty of Title.** The Vendor warrants that the title to the Property is genuine, subsisting, and in the Vendor’s lawful possession; that the Vendor has full power and authority to convey it; and that the Vendor shall warrant and defend the same against every claim of any person whomsoever.
- 4. Possession and Delivery.** Possession of the Property, together with all title documents, tax declarations, and records, is hereby delivered to the Vendee as of the date of this Deed.
- 5. Taxes, Fees, and Registration.** Capital gains tax and all real property tax arrears up to the date of this Deed are for the Vendor’s account. Documentary stamp tax, transfer tax, registration fees, and notarial fees are for the Vendee’s account. The parties shall jointly cause the transfer of the title in the Vendee’s name with the Registry of Deeds of _____.
- 6. Governing Law.** This Deed is governed by, and construed in accordance with, the laws of the Republic of the Philippines.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day, year, and place first above written.

THE VENDOR — Signature over printed name

THE VENDEE — Signature over printed name

Signed in the presence of:

Witness 1 — _____ Witness 2 — _____

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 Vendor and the Vendee, who are personally known to me or who exhibited competent evidence of identity, and who acknowledged that this Deed is their free and voluntary act and deed, for the uses and purposes herein stated.

This instrument, consisting of _____ pages, refers to the sale of the Property covered by TCT No. _____.

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

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