

OFFER TO PURCHASE

Also used as a Letter of Intent to buy Philippine real property

Disclaimer. This is a sample reference document provided by EspasyoMLS for educational purposes only. It is not legal advice, has not been reviewed by counsel for your specific transaction, and creates no attorney–client relationship. Consult a licensed Philippine attorney or notary public before using any agreement.

Date: _____

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

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 _____ (the “Property”).

1. **Offer Price.** The Buyer hereby offers to purchase the Property for the total price of ₱_____ Philippine Pesos (the “Purchase Price”).
2. **Earnest Money.** Upon the Seller’s written acceptance of this offer, the Buyer shall pay earnest money in the amount of ₱_____ within _____ calendar days, to be credited against the Purchase Price at closing. Should this offer lapse unaccepted, no earnest money is due.
3. **Mode of Payment.** The balance of the Purchase Price shall be paid as follows: ☐ Cash — within _____ days from signing of the Deed of Absolute Sale; ☐ Bank financing — the Buyer shall submit a complete housing-loan application within _____ calendar days and shall diligently pursue approval.
4. **Validity.** This offer is irrevocable for seven (7) calendar days from the date above, unless earlier withdrawn in writing or accepted by the Seller.
5. **Condition — Clean Title.** This offer is made on the express condition that the Seller’s title is genuine, subsisting, and free of liens, mortgages, adverse claims, unpaid real property taxes, and pending expropriation or litigation. Should due diligence reveal any material encumbrance, the Buyer may withdraw this offer and any earnest money paid shall be promptly refunded in full.
6. **Closing.** The parties shall execute a Deed of Absolute Sale and complete payment within _____ calendar days from acceptance (or from loan approval, where financing applies).
7. **Taxes and Charges.** Unless otherwise agreed in the Deed of Absolute Sale: capital gains tax and arrears of real property tax shall be for the Seller’s account; documentary stamp tax, transfer tax, and registration fees shall be for the Buyer’s account.
8. **Entire Understanding.** This document is an offer to purchase and does not by itself convey any interest in the Property. Acceptance by the Seller creates a binding obligation to proceed in good faith to the definitive sale documents. Any amendment must be in writing signed by both parties, governed by the laws of the Republic of the Philippines.

THE BUYER — Signature over printed name

THE SELLER — Signature over printed name (upon acceptance)