Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Letter of Intent to Purchase**

To: (Seller’s Name)

 Registered Unit Owner

 (Address)

Dear Mr. / Ms.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

I am pleased to submit to you herewith this formal expression of interest to purchase the property (the “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”) described below for *Philippine Pesos:* **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (PHP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) Philippine Currency,** on an*“As Is Where Is ”* basis.

“The Offer”

|  |  |
| --- | --- |
| *Project*  |  |
| *Exact Unit. No.*  |  |
| *Unit Type* |  |
| *Size* |  |
| *Parking Slot No.*  |  |
| *Condominium Certificate of Title No.* |  |
| *Place of Registry* |  |

In relation to my offer, I propose and abide by the following terms and conditions on the purchase of the Property:

1. The aforesaid Purchase Price of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be paid in the following manner:
2. A reservation fee in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **PESOS (PHP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), Philippine Currency,** shall be paid immediately upon acceptance of this offer , which shall form part of the total purchase price. The receipt of reservation shall absolutely prohibit the SELLER/S from offering the property for sale to third party and shall give me the exclusivity to buy the said property. Within seven (7) days the SELLER/S will provide me copies of the documents in connection with the said property, such as but not limited to the following for my independent verification:

|  |
| --- |
| 1. Certified True Copy of the Transfer/Condominium Certificate of Title
 |
| 1. Copy of the latest Tax Declaration
 |
| 1. Official Receipts of the Real Property Tax 2019
 |
| 1. Tax Clearance 2019
 |
| 1. Passport Copies of the Sellers
 |
| 1. TIN IDs/Numbers of the Sellers
 |

1. The remaining balance of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (PHP \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_), Philippine Currency, shall be paid by the BUYER thru a bank loan with the above mentioned property offered as collateral.
2. In line with this, the **SELLER** shall deliver all pertinent documents such as, but not limited to the following:

|  |
| --- |
| 1. Original Owner’s Duplicate copy of the Transfer/Condominium Certificate of Title
 |
| 1. Original Tax Declaration
 |
| 1. Original Official Receipts of Real Property Tax 2019
 |
| 1. Original Tax Clearance 2019
 |
| 1. Certificate of Management / Non Delinquency from Property Administration Office
 |
| 1. Certificate of Non-Tenancy from Property Administration office
 |

1. The Buyer shall secure a bank guaranty within 60 days from acceptance of this offer. In the event that the bank guaranty is less than the remaining balance, the remaining amount shall be paid to the SELLER in cash.
2. The SELLER understands that the bank guaranty is not equivalent to outright payment in cash, but is an undertaking by the bank to release the amount upon submission of full and complete documentary requirements relative to the property involved, such as those mentioned in 4.A.
3. The Parties shall execute a *Deed of Absolute Sale* on \_\_\_\_\_\_\_\_\_\_\_ , upon presentation of the bank guaranty and payment of the remaining balance.
4. The **SELLER** agrees to vacate the said property upon acceptance of the down payment.
5. All expenses for processing and documentation of title will be as follows:
	1. The payment of the applicable Capital Gains Tax/Creditable Witholding Tax and Value Added Tax (if applicable) shall be for the account of the **SELLER/S**, together with the Brokers’ **\_\_**% Commission.
	2. The documentary stamp tax, transfer tax, city/business tax (if applicable), notarial expenses and all other costs and expenses for the registration of the sale, the transfer of title and all other Register of Deeds-related costs, fees, charges and expenses as well as such other miscellaneous and incidental expenses, shall be for the account of the **BUYER**.
6. Other terms and condition shall be as follows:
7. Payment of association dues shall also be paid by the **SELLER** up until the execution of Deed of Absolute Sale, or upon such time that the SELLER vacates the property, whichever comes later. A certification to this effect should be obtained from the Homeowner’s Association together with the Official Receipt.
8. Proof of payment of the year 2019 Real Property Tax should be submitted by the **SELLER** to the **BUYER** (i.e. Official Receipt).
9. Utility bills (e.g., water, electricity, telephone, cable) shall be fully paid and up to date by the **SELLER** on or before the Closing Date, or upon such time that the SELLER vacates the property, whichever comes later.
10. The Property should be free and empty of occupants and/or tenants right after the SELLER received the down payment.
11. Warranty – Upon execution of the Deed of Absolute Sale, the **SELLER** warrants that the Property is free from and clear of any liens, charges, encumbrances, lis pendens, court case, adverse claims from third parties, expropriation and other legal proceedings of whatever nature.
12. The SELLER shall return to the **BUYER** all payments made should there be issues or problems on the documents submitted for verification, such as non-presentation of the original title, title submitted is not genuine, documents submitted are incomplete, etc.
13. Change of mind by the **SELLER**, after signing this *Letter of Intent*, without any fault on the part of the **BUYER**, shall entitle the **BUYER** for damages equivalent to fifty percent (50%) of the downpayment mentioned herein as liquidated damages. This is in addition to the **SELLER’s** obligation to return ALL of the amount already paid by the **BUYER** within 24 hours upon demand by the **BUYER**.

This offer is valid for a period of seven (7) daysfrom the date of your receipt hereof.

Should you find this purchase offer to be acceptable, kindly signify your conformity/acceptance by signing on the space provided for below.

Thank you and I look forward to receiving your immediate positive response.

Very truly yours,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Buyer*

Conforme:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Seller*