



# OFFER TO BUY

OB No. \_\_\_\_\_

TO : Asset Sales Department

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

Sir/Madam :

I/We offer to buy the property (the "Property") described below for PESOS: \_\_\_\_\_ (P \_\_\_\_\_) (the "Purchase Price") on an "As Is, Where Is" basis.

### "THE OFFER"

PURCHASE MODE: <input type="checkbox"/> Cash <input type="checkbox"/> Home Loan – Acquisition of ROPA  How many years do you want to pay for the loan? (Term must be 1 to 25) _____ years with interest fixing at _____ years
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LOCATION: _____ LOT AREA : _____ SQ.M. FLOOR AREA: _____ SQ.M. TCT NO. _____ ( ) COMMERCIAL ( ) RESIDENTIAL ( ) AGRICULTURAL APPROVED SELLING PRICE: _____
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In relation to our OFFER, I/We propose and abide by the following terms and conditions on the purchase of the Property:

1. PSBank has no commitment and makes no guaranty to approve/accept the offer. The offer is understood to be subject to final approval by PSBank's approving authorities.

In case the offer is approved in accordance herewith, upon receipt from the Bank of the approval of this offer, either via e-mail, SMS or phone, I undertake to pay the amount due, either the full payment or the down payment, including any and all charges necessary to the transfer of title to my/our name, within five (5) working days from the date of said receipt, otherwise, my offer shall be deemed invalid and the Bank may sell the property to any other party subject to Section 8 hereof.

2. I/WE shall recognize and affirm that PSBank sells only whatever rights, interests and participation it has acquired on the Property and I/we are charged with full knowledge of the nature and extent of said rights, interests and participation. It is also understood that I/we have inspected and ascertained the condition of the Property and found them acceptable. Moreover, I/we voluntarily make this offer based on our evaluation and inspection of the property I am / we are purchasing and I/we had the option to employ professional and technical assistance in deciding whether I/we will purchase the property and I/we have not relied on any representation by PSBank with respect to the Property subject of this offer. I/We are of full knowledge that PS Bank is not a subdivision developer or real estate company as the property is only acquired in the course of enforcement of its liens and encumbrances as a creditor and hereby fully agree that PSBank is not in any way responsible nor accountable for any development in the area where the Property is located (in case of subdivision lot/condominium unit).

3. Assuming approval, I/we are appointing the Bank and its appointed representative in filing the BIR Form 1606 representing Capital Gains Tax (CGT) in our behalf.
4. I/we acknowledge that the sale shall be on "as is, where is" basis. I/we further acknowledge that existence of conditions and circumstances involving the subject property, if any.
5. I/We hereby agree that the eviction of the illegal occupants of the property, if any, herein conveyed shall be my/our sole responsibility. The Bank shall not be responsible for evicting such occupant/s.
6. I/We hereby agree that the relocation survey and demolition of existing structures, if needed, shall be for my/our account.
7. **(A) FOR CASH SALE**, I/we propose that the following conditions shall be imposed upon us:
  - (i) The approved Purchase Price shall be paid within five (5) days from my/our receipt of the approval of this offer from the Bank. I/We shall pay upfront the full payment and the Documentary Stamp Tax as a pre-requisite to the consummation of the sale of the property
  - (ii) The Deed of Absolute Sale, in form and substance acceptable to PSBank, shall be executed not later than fifteen (15) days from our receipt of the approval of this offer from the Bank as defined under Section 1 above.
  - (iii) The bank shall process only up to CGT & DST payment. These charges, if applicable, shall become a pre-requisite to the sale prior to signing of the Deed of Absolute Sale.
  - (iv) I/We hereby agree and undertake, at my/our own cost and expense, to cause the cancellation of all encumbrances or liens annotated on the title covering the Property, if any (for cash sale only).

**(B) FOR HOME LOAN – ACQUISITION OF PSBANK’S ROPA**, I/we shall bind myself/ourselves to these terms and conditions:

- (i) I/We shall pay a down payment equivalent to Pesos \_\_\_\_\_ or (\_\_\_%) percent of the approved Purchase Price, and all other expenses/fees necessary to transfer the title to your name based on 3.5% of the selling price or zonal value, whichever is higher plus Php29,365.00 representing service fee, within **five (5) days** from my/our receipt of approval of this offer from the Bank as defined under Section (1)
- (ii) This shall serve as my/our application for a Home Loan to finance our acquisition of the said property which may be granted **within five (5) days** from receipt of the approval of this offer, either via e-mail, SMS or phone.
- (iii) Availment of the Loan, is subject to the following terms and conditions:
  - a) All loan documentary requirements will be submitted within **ten (10) days** from loan approval advise
  - b) The covering transfer certificate of title (TCT) shall be transferred from Philippines Savings Bank (seller) to my/our name.
  - c) Transfer of Title shall be done through PSBank’s service provider accompanied by the borrower, if necessary.
  - d) I will pay upfront any and all other expenses/fees necessary to transfer the title to my/our name. Upon completion of the REM agreement, I shall sign a Deed of Absolute sale with Undertaking to Mortgage for PSBank to effect the transfer of the TCT to my name.
  - e) Upon issuance of the new Transfer Certificate Title into my/our name, PSBank shall annotate its mortgage. The title will be maintained in PSBank for safe keeping until the loan has been fully settled.

f) I/We will submit Tax Declaration on Improvements within 360 days from the release of loan on the collateral property duly registered under our name(s), if any.

(iv) The Home Loan shall be further governed and evidenced by the Consolidated Agreement for Mortgage Loan (CAML) in which a Real Estate Mortgage shall be constituted over the property being acquired and be executed in favor of PS Bank;

8. In the event of my/our withdrawal/cancellation of my/our offer after receipt of the approval of this offer from the Bank and Letter/Credit Advice indicating Loan Approval has been served, or in case of failure on my/our part to pay the amounts provided in Section 7 above within the specified period or to sign the REM and Deed of Absolute Sale and/or Deed of Absolute Sale with Undertaking to Mortgage within the specified period, the down payment including any and upfront charges collected shall be refunded to me/us without interest net of P5,000 processing fee. The application for loan is deemed cancelled. Thereafter, PSBank shall be free to sell the Property to other interested parties.
9. In the event that my/our loan is not approved, the down payment and all other expenses/fees necessary to transfer the title to my/our name that I / we paid will be returned to me/us, without interest.
10. In the event that I/we are declared past due or delinquent by the bank due to our failure to pay any of the monthly amortization of our Home Loan during/after the transfer of the title of the purchased property under my/our name, my/our Offer to Buy is deemed rescinded and the title shall revert back to the Bank immediately. Any payments that I/we have already made shall be considered as lease or rental to the property and be forfeited in favor of the Bank. I/We:
- (i) shall immediately execute the cancellation of Deed of Absolute Sale with Undertaking to Mortgage upon the requirement of PSBank for my account.
  - (ii) will pay the Bank the fees necessary to revert the property back into the name of the Bank
  - (iii) shall then abandon any claim over the property or any claim against PSBank arising from this transaction.
11. All necessary expenses including registration fees, documentary stamps, business tax, service provider, notarial, attorney's fees, all other fees necessary to transfer the title in my/our name and fees necessary for the Real Estate Mortgage (REM) annotation, shall be charged to my/our account. This excludes all real estate taxes due on the property until the year of sale and capital gains tax, which shall be shouldered by the Bank. The aforementioned expenses/fees may be advanced by the Bank and will be collected from me/us upon demand.
12. Unless revoked mutually in writing or if my/our offer and application are not approved by the Bank, this document is a valid contract that binds me/us with a force and effect of law.

REFERROR/BROKER:

BUYER:

\_\_\_\_\_  
Signature over printed name

\_\_\_\_\_  
Signature over printed name

Branch \_\_\_\_\_  
REBL No. \_\_\_\_\_  
Mobile No. \_\_\_\_\_  
Tel. No. \_\_\_\_\_  
TIN \_\_\_\_\_  
Email Ad \_\_\_\_\_

Mobile No. \_\_\_\_\_  
Tel. No. \_\_\_\_\_  
TIN \_\_\_\_\_  
Email Ad \_\_\_\_\_