



PURCHASE PROPOSAL

Date: _____

TO: Philippine National Bank

Sir/Madam:

For PNB Use Only: PPID No. _____ Date Created: _____ By: _____
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I/We offer to purchase the property (the "Property") described below for PESOS: _____ (P _____)

(the "Purchase Price") on an "AS IS, WHERE IS" basis:

<p><u>PROPERTY DESCRIPTION/LOCATION/TITLE:</u></p> <p>Title ID No. _____</p> <p><input type="checkbox"/> Real Estate</p> <p style="margin-left: 20px;"><input type="checkbox"/> Lot with improvements</p> <p style="margin-left: 20px;"><input type="checkbox"/> Lot without improvements</p> <p>TCT/CCT/TD _____</p> <p>Area (sqm) Land: _____ Improvements: _____</p> <p>Location _____</p> <p><input type="checkbox"/> Chattels</p> <p style="margin-left: 20px;">Description _____</p> <p style="margin-left: 20px;">Location _____</p>	<p><u>PURCHASE MODE</u></p> <p><input type="checkbox"/> Cash <input type="checkbox"/> Installment</p> <p>Downpayment (at least 10%) P_____</p> <p>Balance Payable:</p> <p><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly</p> <p><input type="checkbox"/> Semi-annually</p> <p>Number of Years to Pay: _____</p> <p><input type="checkbox"/> <u>PABAHAY BONANZA PROGRAM (Market Value of up to P5M)</u></p> <p style="margin-left: 20px;"><input type="checkbox"/> 6% p.a. up to 10 years <input type="checkbox"/> 8% p.a. over 10 years up to 20 years</p> <p><input type="checkbox"/> <u>REGULAR SALE (Market Value of above P5M)</u></p> <p style="margin-left: 20px;"><input type="checkbox"/> 6% p.a. up to 5 years <input type="checkbox"/> 8% p.a. over 5 years up to 10 years</p>
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Enclosed herewith are the following required documents as integral part of our offer:

- Deposit in the amount of _____ (P_____)
- Required documents to support our proposal (please check):

<p><u>For Individual Buyers:</u></p> <p><input type="checkbox"/> Duly accomplished Buyer's Information Sheet</p> <p><input type="checkbox"/> Latest Income Tax Return (ITR) /Certificate of Employment / Certificate of Deposit</p> <p><input type="checkbox"/> Special Power of Attorney (only if applicable)</p> <p><input type="checkbox"/> Identification (ID) Cards / Passport</p>	<p><u>For Corporate/Juridical Buyers:</u></p> <p><input type="checkbox"/> Duly accomplished Buyer's Information Sheet</p> <p><input type="checkbox"/> Board Resolution / Corporate Secretary's Certificate authorizing the company's representative to negotiate with the Bank and sign all documents involved in the transaction.</p> <p><input type="checkbox"/> Articles of Incorporation</p> <p><input type="checkbox"/> SEC Registration & General Info Sheet (GIS)</p> <p><input type="checkbox"/> Company Profile</p> <p><input type="checkbox"/> Latest Audited Financial Statements/Latest Income Tax Return (ITR)</p> <p><input type="checkbox"/> Identification (ID) Cards / Passport of the authorized representative</p>
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In making this offer, I/We agree to the following terms and conditions on the purchase of the Property:

A. GENERAL TERMS AND CONDITIONS

- A.1** PNB makes no commitment nor guaranty to approve/accept this Offer. The Offer is understood to be subject to the final approval of PNB's appropriate approving authority.
 - A.1.1** In case the Offer is approved in accordance herewith, a Notice of Approval (the "NOA") signed by PNB's duly authorized officer, shall be sent to me/us thru courier or registered mail. It is agreed and understood that receipt by PNB of the courier/registered mail proof of delivery sent/delivered to my/our mailing address specified in this proposal constitutes delivery to me/us of the NOA.
 - A.1.2** In the event PNB proposes changes in the terms and conditions of the Offer (the "PNB Counter-offer"), I/we shall submit to PNB my/our written conformity (the "Conformity") to the PNB Counter-offer not later than **seven (7)** days from receipt thereof. Should PNB fail to receive the Conformity within the said seven (7) – day period, my/our offer shall be deemed withdrawn and PNB's Counter-offer shall be deemed automatically cancelled, without need of notice, and PNB shall be free to sell the Property to other interested parties.

- A.2** I/We hereby acknowledge that the sale of the Property is on an "AS IS, WHERE IS" basis. As such, I/we understand that PNB is only selling whatever rights, interests and participation it has on the Property and I/we fully acknowledge the nature and extent of said rights, interests and participation. I/We also represent that I/we have investigated, inspected and ascertained said rights, title or interest of PNB over the Properties as well as the physical or legal condition and status of the Property and found them acceptable. Moreover, I/we have not relied on any representation by PNB with respect to the Property in making this Offer. I/We hereby agree that PNB is not in any way responsible and accountable for any development in the area where the Property is located.
- A.3** I/We shall be responsible for ejecting all occupants, if any, on the Property at my/our expense.
- A.4** 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, and to insure the insurable improvements thereon, the covering policy of which shall be endorsed in favor of the Bank.
- A.5** I/We hereby agree to execute a Deed of Acknowledgment that the title to the Property has not been transferred in the name of the Bank (in case the title and/or Tax Declaration have not been consolidated in PNB's name).
- A.6** I/We agree to indemnify and to hold PNB free and harmless from liabilities of whatever kind and nature arising out of any legal claims which may be filed by third persons involving the Property.

B. DEPOSIT/DOWNPAYMENT AND DOCUMENTATION

- B.1** The Deposit is intended merely as a deposit and not as earnest money. In case the Offer is approved, the Deposit shall be applied as partial payment for the Purchase Price. If the Offer is rejected or disapproved, or if I/we fail to give our Conformity to the PNB Counter-offer in accordance with paragraph A.1.2, the Deposit shall be refunded to me/us without interest.
- B.2** For Cash Sales:
- B.2.1** The balance of the approved Purchase Price shall be paid within **thirty (30)** days from my/our receipt of the Notice of Approval. In case of our conformity to the PNB Counter-offer, I/we shall pay the approved Purchase Price within **thirty (30)** days from my/our receipt of the PNB Notice of Approval.
- B.2.2** The Deed of Absolute Sale, in form and substance acceptable to PNB, shall be executed by me/us upon receipt of notice from PNB.
- B.3** For Installment Sales:
- B.3.1** I/We shall pay a down-payment equivalent to _____ percent (___%) of the approved Purchase Price within **seven (7)** days from my/our receipt of Notice of Approval. In case of our conformity to the PNB Counter-offer, I/we shall pay the down-payment within **seven (7)** days from my/our receipt of the PNB Counter-offer. The Deposit paid upon submission of this Offer shall form part of the required down-payment.
- B.3.2** The balance of the approved Purchase Price shall be paid in monthly/ quarterly/ semi-annually installments, with fixed interest rate per annum as set by the Bank and agreed to by me/us.
- B.3.3** The Contract to Sell, in form and substance acceptable to PNB, shall be executed from PNB's receipt of the full down-payment in cleared funds or notice from PNB, as the case may be.
- B.3.4** I/We shall open a deposit account (the "Deposit Account") with PNB where payment of the installments will be debited or issue postdated checks for the periodic amortization. In case of an automatic debit arrangement, I/we shall authorize PNB to debit the Deposit Account to pay the amortizations and other obligations due to PNB.

C. TAXES/EXPENSES AND TRANSFER OF TITLE/OWNERSHIP

- C.1** I/We shall assume payment of realty taxes, assessments and other charges that the Republic of the Philippines or any of its agencies or instrumentalities may impose on the Property, including association dues/utilities, insurance premiums on a pro-rata basis upon execution of Contract to Sell / Deed of Absolute Sale, except as may be otherwise agreed upon in writing. I/We shall submit to PNB copies of official receipts evidencing such payments.
- C.2** PNB shall shoulder the creditable withholding tax only up to the extent of the selling price. If the zonal/fair market value is higher than the selling price or increased to a level higher than the selling price during the term of the installment sale, the resulting additional tax (based on the higher zonal/fair market value or selling price) shall be borne and paid for by me/us.

- C.3** I/We shall defray all other taxes, fees and expenses to be incurred in connection with the execution of the Deed of Absolute Sale, Contract to Sell or any other instruments or documents to be executed to give effect to the sale of the Property, including, but not limited to, creditable withholding tax/capital gains tax over and above the Purchase Price, transfer tax, documentary stamp tax, notarial and registration fees, etc. Likewise, I/we shall be responsible for the transfer/registration of the title in my/our name.
- C.4** Notwithstanding C.1 hereof, I/We shall immediately reimburse PNB, with or without demand, the fees and expenses such as, but not limited to, real property tax, insurance premiums, other fees and dues, paid or incurred by the Bank after the execution of Deed of Absolute Sale / Contract to Sell.

D. FORFEITURE OF PAYMENTS (DEPOSIT/DOWNPAYMENT)

- D.1** In the event of my/our withdrawal/cancellation of my/our Offer after NOA has been served, or in case of failure on my/our part to pay the amounts provided in B.2.1 or B.3.1 above, as the case may be, within the specified period, or to sign/execute the Deed of Absolute/Contract to Sell under B.2.2/B.3.3 above within the specified period, the Deposit/Downpayment shall be forfeited in favor of PNB as penalty and the Offer shall be deemed automatically cancelled without need of further notice. Thereafter, PNB shall be free to sell the Property to other interested parties.
- D.2** I/We agree to provide PNB copies of the required BIR forms that will indicate payment of Documentary Stamp Tax, Creditable Withholding Tax (if any) and transfer fees and copies of the Certificate Authorizing Registration or ONETT (BIR Computation Sheet). Release of the subject property's TCT/CCT or other evidence of ownership to me/us shall be done by PNB upon submission of these documents.

We have read the terms and conditions stated herein and we fully understand and agree with them.

We understand that if the required documents are incomplete, this purchase proposal will be considered invalid and PNB is not under any circumstance required to act on the proposal.

BUYER(S)/OFFEROR(S): INDIVIDUAL CORPORATION/JURIDICAL

Signature of Buyer/Authorized Rep.: _____
Name of Buyer/Authorized Rep.: _____
Address: _____

Tax Identification No. (TIN): _____
Telephone/CP Number: _____

For Married Buyers:
 My Name (with marital consent)
 Our Names as Spouses. Name of Spouse: _____

With the assistance of:

REFERRER ^{1/} BROKER ^{1/} NO BROKER/REFERRER

Signature: _____
 Name: _____
 Address: _____

 Tax Identification No. (TIN) _____
 Telephone/CP Number: _____
 REBL No.: _____
 PNB Peso Savings/
 Current Acct. No^{2/}: _____

If PNB Employee:
 Employee No. _____
 Position/Rank _____
 Station _____

^{1/} Please verify your registration with PNB-SAMG
^{2/} Required to facilitate payment of commission

HOW DID YOU KNOW ABOUT OUR PROPERTY?

Referrer / Broker
 PNB Employee / Branch
 Print Ads (Newspaper, etc.)
 Flyers, Posters, etc.
 Website / E-mail
 Auction
 Others: (specify) _____