**CONTRACT TO SELL**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT TO SELL made and executed this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_ by and between:

        (**NAME OF SELLER /VENDOR**), of legal age, single/married to (Name of spouse if any), Filipino, and with residence and postal address at (**Address**), hereinafter referred to as the **"SELLER/VENDOR";**

**-AND-**

        (**NAME OF BUYER/VENDEE**), Filipino and with residence and postal address at (**Address**), hereinafter referred to as the **"BUYER/VENDEE".**

**WITNESSETH;**

WHEREAS,the **SELLER/VENDOR** is the absolute and registered owner of a parcel of land consisting of LAND AREA IN WORDS (000) square meters, more or less, located at (**Address of property to be sold**) and covered by Transfer Certificate of Title No. (**TCT Number**) issued by the Registry of Deeds of (Name of Town or City);

        WHEREAS,the **BUYER/VENDEE** has offered to buy and the **SELLER /VENDOR** has agreed to sell the above mentioned property under the terms and conditions herein below set forth;

        NOW THEREFORE,  for and in consideration  of the total sum of (**Amount in words**) (Php: 000,000.00) Philippine Currency, and of the covenants herein after set forth the **SELLER/VENDOR** agrees to sell and the **BUYER/VENDEE** agrees to buy the aforesaid property subject to the following terms and conditions:

*(Note: Terms and Conditions below are sample only, please revise)*

1. The total consideration shall be One Million (Php: 1,000,000.00) PESOS, Philippine Currency, payable as follows:

a) The amount of THREE HUNDRED THOUSAND (Php: 300,000.00) PESOS, representing earnest money shall be payable by the **BUYER/VENDEE** to the **SELLER/VENDOR** upon signing of this Contract to Sell;

b) The remaining balance in the amount of SEVEN HUNDRED THOUSAND (Php: 700,000.00) PESOS, shall be paid in Cash on or before \_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

c) In case the check representing the payment for the balance provided in paragraph b hereof, is dishonored by the drawee bank, the earnest money in the amount of THREE HUNDRED THOUSAND (Php: 300,000.00) PESOS, shall be forfeited in favor of the **SELLER/VENDOR.**

2. Capital Gains Tax and Real Estate Tax, shall be for the account of the **SELLER/VENDOR;**

3. Documentary Stamps Tax, Registration Fee, registration expenses, and all other miscellaneous fees and expenses shall be to the account of the **BUYER/VENDEE;**

4. Possession to the subject property shall be delivered by the **SELLER/VENDOR** to the **BUYER/VENDEE** upon full payment of the total consideration;

5. Upon full payment of the total price, the **SELLER/VENDOR** shall sign and execute a **DEED OF ABSOLUTE SALE** in favor of the **BUYER/VENDEE.** The **SELLER/VENDOR** shall likewise execute and/or deliver any and all documents, including but not limited to the original copy of Transfer Certificate of Title, Tax Declaration and all other documents necessary for the transfer of ownership from **SELLER/VENDOR** to the **BUYER/VENDEE.**

**IN WITNESS WHEREOF,** the parties have hereunto affixed their signatures, this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_ at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

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

 (**SELLER/VENDOR**)                                (**BUYER/VENDEE**)

WITH MARITAL CONSENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Vendor's Spouse            Vendee's Spouse

SIGNED IN THE PRESENCE OF:

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

 **ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )  SS.

BEFORE ME, a Notary Public, this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, personally appeared the following:

Name                      CTC Number              Date/Place Issued

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

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

This instrument, consisting of \_\_\_\_\_\_\_\_\_ (\_\_\_\_) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand the day, year and place above written.

**Notary Public**

Doc. No. ........;
Page No. .......;
Book No. .......;
Series of 20\_\_.