

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

That I, [JUAN M. DELA CRUZ], of legal age, Filipino, married to [ANA S. DELA CRUZ], and a resident of [123 Mabini Street, Barangay Santo Niño, Quezon City], hereinafter referred to as the VENDOR,

— and —

[MARIA D. SANTOS], of legal age, Filipino, single, and a resident of [45 Rizal Avenue, Barangay Poblacion, Antipolo City], hereinafter referred to as the VENDEE,

WITNESSETH: That —

WHEREAS, the VENDOR is the absolute and registered owner of a parcel of land, together with the improvements thereon, situated in [Barangay San Roque, Antipolo City], more particularly described as follows:

"A PARCEL OF LAND (Lot 5, Block 3 of the consolidation-subdivision plan Pcs-13-000123), situated in the Barangay of San Roque, City of Antipolo, Province of Rizal, containing an area of TWO HUNDRED FIFTY (250) SQUARE METERS, more or less, covered by Transfer Certificate of Title No. 123456 of the Registry of Deeds for the Province of Rizal."

WHEREAS, the VENDOR has offered to sell, and the VENDEE has agreed to buy, the said property under the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the sum of TWO MILLION FIVE HUNDRED THOUSAND PESOS ([P2,500,000.00]), Philippine currency, receipt of which in full is hereby acknowledged by the VENDOR to their entire satisfaction, the VENDOR does hereby SELL, TRANSFER and CONVEY, absolutely and unconditionally, unto the VENDEE, their heirs, successors and assigns, the above-described parcel of land together with all the improvements thereon, free from all liens and encumbrances.

1. The VENDOR warrants that they are the absolute owner of the property, that they have full right and authority to sell and convey the same, and that the property is free from all liens, encumbrances, claims and adverse interests of whatever nature.
2. The VENDOR further warrants the peaceful possession and enjoyment of the property by the VENDEE, and binds themselves to defend the title thereto against any and all claims of third persons.

3. The VENDOR warrants that all real property taxes due on the property up to and including the year [2026] have been fully paid, and undertakes to deliver the corresponding tax clearance and the owner's duplicate certificate of title to the VENDEE upon the signing hereof.

4. The capital gains tax due on this sale under Section 24(D) of the National Internal Revenue Code, or where the property is an ordinary asset the creditable withholding tax and income tax due on this sale, shall be for the account of the [VENDOR]. The documentary stamp tax, the local transfer tax, the registration fees and all other expenses of transfer shall be for the account of the [VENDEE]. This allocation governs as between the parties only and does not affect the liability of the taxpayer designated by law.

5. The VENDOR undertakes to execute and deliver any and all further documents, and to appear before any office or agency, as may be necessary to effect the registration of this sale and the issuance of a new certificate of title in the name of the VENDEE.

6. Possession of the property shall be delivered to the VENDEE upon the signing of this instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 20____, at [Quezon City], Philippines.

[JUAN M. DELA CRUZ]

Vendor

[MARIA D. SANTOS]

Vendee

TIN: [123-456-789]

TIN: [987-654-321]

WITH MY MARITAL CONSENT:

[ANA S. DELA CRUZ]

SIGNED IN THE PRESENCE OF:

Witness

Witness

REPUBLIC OF THE PHILIPPINES)

CITY OF [QUEZON CITY]) S.S.

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ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in [Quezon City], this ____ day of _____, 20____, personally appeared the above-named parties, exhibiting to me their competent evidence of identity,

known to me and to me known to be the same persons who executed the foregoing Deed of Absolute Sale, and they acknowledged to me that the same is their free and voluntary act and deed.

This instrument, consisting of ____ page(s), including this page on which this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and at the place first above written.

Notary Public

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 20____.