



PURCHASE PROPOSAL FORM (FOR AUCTION SALE)

TO : **Rizal Commercial Banking Corporation** **Date:** _____
Sir/Madam : _____

I/We offer to purchase the property described below for PESOS: _____
 _____ (P_____) on an "AS IS, WHERE IS" basis (the "Bid Offer"):

PURCHASE MODE:	PROPERTY DESCRIPTION/LOCATION
<input type="checkbox"/> Cash <input type="checkbox"/> Installment _____ % DP Balance Payable ___ yrs. <input type="radio"/> Monthly <input type="radio"/> Quarterly	Area: _____ sq. m. TCT#: _____ Location: _____ _____ _____

Enclosed is my Show-Money in the amount of P25,000.00:

- CASH
- Manager's Check - MC No. _____
 Name of Bank : _____

I/We agree to the following terms and conditions of the auction sale of the Bank's acquired assets:

1. RCBC has no commitment and makes no guaranty to approve/accept the Bid Offer and reserves the right to refuse to receive, reject and/or disapprove the Bid Offer. The Bid Offer is understood to be subject to final approval by RCBC's approving authorities.
2. The amount tendered is accepted as deposit only and not as earnest money. In case the Bid Offer is approved, as evidenced by a notice of approval of the Bid Offer ("Notice of Approval") to be signed by RCBC's duly authorized officer, the deposit shall form part of the consideration and downpayment for the sale. If the Bid Offer is rejected or disapproved, the deposit shall be refunded to me/us without interest.
3. In the event RCBC imposes changes in the terms and conditions of the Offer (RCBC Counter-Offer), I/we shall submit to RCBC my/our Written Conformity to the RCBC Counter-Offer not later than seven (7) days from notice thereof; otherwise, the Offer and RCBC's Counter-offer shall be deemed cancelled without need of notice and RCBC shall reimburse the deposit to me/us without interest.
4. A. For Cash Sales:

I/We agree to pay a Down Payment corresponding to [1] ten percent (10%) of the Auction Price/Total Purchase Price (TCP) of the property, if the same is predominantly a vacant lot/undeveloped property, or [2] twenty percent (20%) of the Auction Price/TCP of the property, if the same has improvements, not later than seven (7) calendar days from the Auction Date.

The Balance shall be paid within thirty (30) days from receipt of the Notice of Approval/Written Conformity.

The Deed of Absolute Sale shall be executed upon receipt by RCBC of the full purchase price.

- B. For Installment Sales:

I/we agree to pay:

- 4.B.1 _____% Downpayment
 - The Show Money paid upon submission of the Bid Offer shall form part of the required downpayment
 - An additional [1] ten percent (10%) of the Auction Price/TCP of the property, if the same is predominantly a vacant lot/ undeveloped property, or [2] twenty percent (20%) of the Auction Price/TCP of the property, if the same has improvements, to complete the downpayment shall be paid within seven (7) calendar days from Auction Date
- 4.B.2 the balance of 1] ninety percent (90%) of the Auction Price/TCP for a predominantly vacant lot/undeveloped property, or [2] eighty percent (80%) of the Auction Price/TCP for a property with improvements shall be paid in installments with fixed interest rate of _____% for a period of _____ () months/years, subject to the Bank's approval; the first installment to be due thirty (30) days from the full payment of the required downpayment. I/WE shall submit twenty-

four (24) post-dated checks to cover the monthly amortizations every two (2) years.

For both cash or installment sales, the Bank reserves the right of ownership to the property until the TCP has been fully paid.

5. In the event of my/our withdrawal/cancellation of my/our offer after Notice of Approval has been served, or in case of failure on my/our part to pay the amounts provided in Par. 4 above within the specified period or to sign the Deed of Conditional Sale within thirty (30) days from receipt of the Notice of Approval, my/our deposit and all amounts paid, shall be forfeited in favor of RCBC as penalty and the deal shall be deemed cancelled without need of further notice. Thereafter, RCBC shall be free to sell the property to other interested parties.
6. RCBC sells only whatever rights, interests, and participation it has on the property and I/we were 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 have not relied on any representation by RCBC with respect to the property subject of this Offer.
7. I/We shall assume payment of all taxes, including but not limited to transfer excise and documentary stamp taxes and all other imposts, assessments or charges that the Republic of the Philippines may impose now or hereafter on the property. I/We shall likewise defray all expenses to be incurred in connection with the execution of the Deed of Absolute Sale/Conditional Sale, including notarial and registration fees and such other fees and expenses that may be necessary for the validity of the instrument and other documents that may be executed in the event of approval of my/our Offer.
8. For both cash and installment sales, the Bank shall shoulder the creditable withholding tax only to the extent of the selling price. Moreover, under an installment sale, if the zonal/fair market value is increased to a level higher than the selling price during the term of the installment sale, the resulting additional tax (based on the higher of the zonal/fair market value or selling price) shall be borne by the Offeror.
9. Ownership of the property shall be transferred by the Bank only upon full payment of the approved purchase price and interest and other related expenses (e.g. real estate taxes, DST, notarial fee, transfer tax, etc.) advanced by the Bank which the Buyer agreed to pay under the Deed of Conditional Sale (DCS) and relevant agreements.
10. Turn-over of Property for use, occupancy and/or improvement may be done only upon payment of at least **twenty five (25%)** percent of the total purchase price and full documentation of the sale.
11. I/WE shall be responsible for ejecting illegal occupants, if any, of the property to be sold.
12. Value Added Tax (VAT), (if any), shall be for the account of the Buyer.
13. I/We warrant that I/we am/are not the previous owner/s of the property auctioned or the obligator/borrower of the loan previously secured by a real estate mortgage of the property, nor I/we am/are related to said person.
14. Other terms and conditions that may be imposed by RCBC.

REFERROR/BROKER:

OFFEROR/BUYER: *

Signature over Printed Name
Address: _____

Tel. No. _____ TIN _____
RCBC Account No. _____

Signature over Printed Name
Address: _____

If married, Name of Spouse _____
Tel. No. _____ TIN _____
CTC _____
Date Issued _____ Place Issued _____

Is buyer related to an RCBC/YGC officer/employee?
/ / Yes / / No

* If Corporate, require Corp. Resolution authorizing the transaction and the person/s authorized to transact with the bank certified by its Corporate Secretary.

If yes, designation & station of relative in RCBC/YGC:

OFFEROR/BUYER: _____