## EXTRA-JUDICIAL SETTLEMENT OF

## THE ESTATE OF MR. JUAN DELA CRUZ WITH DEED OF ABSOLUTE SALE

**KNOW ALL MEN BY THESE PRESENTS:**

 This Extra-Judicial Settlement of Estate with Deed of Absolute Sale made and executed this INSERT DATE of INSERT MONTH AND YEAR in the City of INSERT CITY, by and between:

**MR. JUANITO DELA CRUZ JR.**, of legal age, Single, and residing at 1234 Juana Avenue, Manila City;

**MRS. JUANA DELA CRUZ**, of legal age, Widow, and residing at 1234 Juana Avenue, Manila City.

Hereinafter “**SELLER**”

**AND**

**MR. JOHNNY MARIWASA**, of legal age, Single, and residing at 5678 Lex Drive, Quezon City, hereinafter “**BUYER**”;

WITNESSETH:

 1. **MR. JUANITO DELA CRUZ JR.,** isthe child and heir of the deceased **MR.** **JUAN DELA CRUZ** as evidenced by his Birth Certificate a copy of which is attached as Annex “**A**”.

 2. **MRS. JUANA DELA CRUZ** on the other hand was the wife of the deceased **MR.** **JUAN DELA CRUZ** and the mother of **MR. JUANITO DELA CRUZ JR.** They were married on 14 July 1955, at Tondo Catholic, Rectory, Manila City as evidenced by the Marriage Certificate, a copy of which is attached as Annex “**B**”.

 3. **MR. JUAN DELA CRUZ** died on 8 September 2010 in Manila City, a copy of his Death Certificate is attached as Annex “**C**”. He died without a will. At the time of his death, the deceased left only one property located at 678 Rizal Street, Tondo, Manila, covered by the following Transfer Certificate of Title (TCT):

# Transfer Certificate of Title No. 879456

Issued by the National Land Titles and Deeds Registration Administration, Land Registration Commission of the City of Manila

Registered in the name of MR. JUAN DELA CRUZ MARRIED TO JUANA DELA CRUZ

Issued on 18 December 1986

Attached to this instrument is the copy of said Transfer Certificate of Title as Annex “**D**”.

 4. To the best of the knowledge and information of the parties hereto, the deceased left no outstanding debt or obligation in favor of any person.

 5. The parties hereto hereby acknowledge that the aforementioned property constitutes the entire estate of **JUAN DELA CRUZ** and agree to adjudicate among themselves the aforementioned property in accordance with the partition herein below indicated.

6. Furthermore, the parties hereby declare that with the execution and fulfillment of this document the settlement of the estate of **JUAN DELA CRUZ** is closed and fully settled. Likewise, the parties waive any and all other claims against said estate and against one another in connection with their respective share of the inheritance.

 7. Herein parties **JUANITO DELA CRUZ JR. and JUANA DELA CRUZ** being of legal agehereby adjudicate among themselves the above-described real property constituting the estate of the deceased **JUAN DELA CRUZ** in the following manner:

|  |  |
| --- | --- |
| **NAME** | **SHARE TO BE DIVIDED EQUALLY** |
| JUANITO DELA CRUZ JR.  | **50 square meters** out of the 100 of the undivided share of the Parcel of lot located in Manila City represented by TCT No. 879456.  |
| JUANA DELA CRUZ | **50 square meters** out of the 100 square meters of the undivided share of the Parcel of lot located in Manila City represented by TCT No. 879456. |

8. The parties agree and undertake to publish this extra-judicial adjudication in a newspaper of general circulation in the province where said properties are located for three (3) consecutive weeks.

9. **SALE OF PROPERTY** - Further, for and in consideration of the sum of **ONE HUNDRED FIFTY THOUSAND PESOS (PHP 150, 000.00),** the Seller, as the absolute owner of the abovementioned parcel of land by virtue of the Extrajudicial Settlement herein mentioned, has agreed to sell, and the Buyer has agreed to purchase **100 square meters** of the abovementioned parcel of land covered by TCT No. 879456. This portion of the parcel of land for sale, as well as the metes and bounds covering the 100 square meters is more particularly described in Blueprint herewith attached as Annex “**E**”.

10. **PAYMENT** – The Buyer shall pay the Seller cash amounting to the total purchase price of Php 150,000.00 on or before **INSERT DATE**.

 11. **REPRESENTATION AND WARRANTIES** – The Seller warrants to the Buyer that:

1. SELLER is the sole, legal, valid, absolute, and beneficial owner of the PROPERTY. SELLER has valid, good, legal and marketable title to the PROPERTY and has the right to offer the PROPERTY for sale to the BUYER;
2. The PROPERTY is not subject to any claim, lien or encumbrance of any kind and nature, whether registered, annotated or otherwise, or the subject of any action or suit threatened, taken or to be taken by any third person or entity, except as otherwise disclosed;
3. SELLER has full legal right, power and authority to sell the PROPERTY to the BUYER and to enter into and fulfill its own obligations under this Agreement;
4. SELLER has not sold, transferred, assigned or conveyed the PROPERTY to third parties, and there is no encumbrance whatsoever upon the power of the SELLER to sell, transfer, assign or convey the PROPERTY;
5. Good, legal and valid title to the PROPERTY shall pass from the SELLER to the BUYER in order that the BUYER shall have the right to utilize and operate the PROPERTY for residential purposes;
6. The real property taxes, assessments, association fees and other dues, and all utility bills (telephone, water, electricity, garbage, security etc.) where applicable, are paid and current up to date;
7. No suits, actions, claims or demands are pending or threatened, against the SELLER relating to the PROPERTY which, if adversely determined, might materially affect the ability of the SELLER to transfer the PROPERTY or perform its obligations under this Agreement, and the SELLER has no knowledge of any other suit, action, claim or demand threatened, or taken against itself or the PROPERTY in connection with the PROPERTY;
8. All information supplied by or on behalf of the SELLER in connection with the acquisition of the PROPERTY is true and correct in all material respects;
9. This Agreement, the execution, delivery and performance by the SELLER of this Agreement, will not violate in any respect any provision of, or result in the breach of or constitute a default, with the giving of notice or the passing of time, or both, would constitute a default under:

 (1) any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award of any authority, agency or court presently in effect having application to the SELLER and/or the PROPERTY;

 (2) any other indenture, agreement, mortgage, contract or other undertaking or instrument to which the SELLER is a party, or which is binding upon the SELLER or any of its properties or assets including the PROPERTY and does not and will not result in the creation or imposition of any security interest, lien, charge or encumbrance on any of the SELLER’s assets including the PROPERTY, pursuant to the provisions of any such other indenture, agreement, mortgage, contract or other undertaking or instrument in favor of any third person or entity;

j. All approvals, consents, exemptions and waivers necessary or required for the sale and purchase of the PROPERTY, have been or will be properly obtained and are or will be in full force and effect; and

k. The representations and warranties of the SELLER in this Agreement are all material and have been relied upon by the BUYER and shall remain in full force and effect regardless of any investigation made by or on behalf of the BUYER.

 12. **COSTS AND EXPENSES** – The Buyer has agreed to be responsible to pay any and all taxes, including capital gains tax, withholding tax, value added tax, documentary stamp tax, CAR, where applicable, which may be due and payable in connection with the sale of the portion of the property to the BUYER pursuant to this Agreement.

 13. **CERTIFICATE ALLOWING REGISTRATION, TRANSFER, AND REGISTRATION** – The amount pertaining to the capital gains tax, and such other taxes, fees, and charges shall be paid by the Buyer.

The BUYER shall pay the capital gains tax and such other relevant taxes within the period provided in the relevant revenue laws and regulations. The Certificate Allowing Registration (“CAR”) shall also be for the account of the BUYER.

The BUYER shall pay the transfer and registration fees and obtain all the necessary documents to obtain the new certificate of title over the PROPERTY and the Tax Declaration over the PROPERTY in the BUYER’S name.

The SELLER shall obtain, execute, and deliver any and all other instruments, deeds, authorizations, consents and documents necessary, for the issuance of a new certificate of title and Tax Declaration over the PROPERTY in the name of the BUYER.

14. **NO WAIVER** - No failure or delay on the part of any party to exercise any of the rights under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by any party of any of the rights under this Agreement preclude any other or further exercise of such right or the exercise of any other right.

15. **GOVERNING LAW** -This Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines.

16. **ENTIRE AGREEMENT** – This Agreement contains the entire agreement and understanding between the parties hereto and merges and supersedes all prior discussions and writings with respect to the subject matter hereof. No modification or alteration of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of both parties hereto.

17. **ASSIGNMENT** – Except as otherwise provided in this Agreement, neither this Agreement nor any rights or obligations created herein, shall be assignable or transferable by either party or mortgaged or charged without the prior written consent of the other. Any assignment done in violation of this provision shall be void and shall have no effect whatsoever.

**IN WITNESS HEREOF**, the parties hereunto set their hand this INSERT DATE AND MONTH of INSERT YEAR.

|  |  |
| --- | --- |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****JUANITO DELA CRUZ JR.**  | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****JUANA DELA CRUZ** |
| **SELLER** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_****JOHNNY MARIWASA** |
| **BUYER** |

Signed in the presence of:

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

#### ACKNOWLEDGEMENT

 **BEFORE ME**, this \_\_\_\_ day of INSERT MONTH AND YEAR in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ appeared the following:

|  |  |
| --- | --- |
| **Names** | **Government Issued ID** |
| JUANITO DELA CRUZ JR. | Driver’s License G566-768-33-765-9 issued on 12/5/17Expiry Date: 12/10/2024 |
| JUANA DELA CRUZ  | Republic of the Philippines Social Security System ID No. 02-07642902-1 |
| JOHNNY MARIWASA  | Driver’s License S980-432-87-123-0 issued on 01/03/2020Expiry Date: 10/16/2027 |

respectively, known to me to be the same person who executed this instrument, and they acknowledged to me that the same is their free act and deed.

This instrument consisting of six pages including the attachments and the page to which this acknowledgement is written, has been signed on the left margin of each and every page thereof by Juanito Dela Cruz Jr., Juana Dela Cruz and Johnny Mariwasa, and sealed with my notarial seal.

 **IN WITNESS HEREOF**, I hereunto set my hand and my seal this \_\_ day of INSERT MONTH AND YEAR in the City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Doc. No. \_\_\_;

Page No. \_\_\_;

Book No. \_\_\_\_;

Series of INSERT YEAR.