

## CONDITIONS OF SALE

### A. PAYMENT TERM: \_

Clean properties (properties with possession and without lis pendens placed by UCPB or annulment of foreclosure cases): minimum 10% down, 11% pa, up to 10 years to pay (regular monthly amortizations start 1 month from date of downpayment, with interest starting from date of downpayment).

For chattel and club shares – payment term is CASH payable within 30 days from auction date.

### B. MONIES PAID TO UCPB PRIOR TO THE EXECUTION/NOTARIZATION OF THE CONTRACT TO SELL: \_

Within seven (7) days from the issuance of the Award Certificate, the Buyer shall be required to pay option money to UCPB as prescribed in provision #12 of “Notice to Bidders” below, through any UCPB branch, via a bills payment form addressed to “UCPB FAO AMDD”. **The option money payable shall be equivalent to the required downpayment net of reservation fee on the property awarded.** Once the Contract to Sell is executed/notarized, the option money shall be immediately applied by UCPB as a downpayment for the property.

In the event that UCPB cancels the Conditional Award Certificate under any of the circumstances prescribed in the Section entitled “Cancellation of Award”, all option monies paid including the reservation fees shall be refunded to the winning bidder without penalty or interest.

No official receipts shall be issued for payments of option monies. The official receipts shall only be issued (and current-dated) upon application of the option money as downpayment and execution/notarization of the CTS or DOAS. Buyers shall receive a validated deposit slip evidencing their option payment as received by UCPB.

### C. DOWNPAYMENTS AND INSTALLMENT PAYMENT TERMS

Downpayments may only be accepted strictly in exact increments of 10% (i.e. 10%, 20%, 30%, 40%...).

For Buyers who have paid 10% down (as option money) and who wish to put up additional downpayment, UCPB will only accept the additional downpayment up to a cut-off date of 1 month from auction day.

All Buyers are required to finalize their desired term of payment (e.g. cash, number of years) on or within the cut-off date of 1 month from auction day.

### D. CANCELLATION OF AWARD AND REFUND OF RESERVATION FEE/OPTION MONEY:

All award certificates are conditional and UCPB may cancel the reservation and the certificate under any of the following circumstances:

- a) if the winning bidder does not submit a complete set of the required documents for itself or of its assignee to UCPB within 30 days from issuance of the Conditional Award Certificate;
- b) If the winning bidder is unable to comply with any of the requirements or deadlines stated in these “Conditions of Sale” or “Notice to Purchasers”

UCPB, based on advise by its Legal or Operations Department determines that the property is rendered unfit for sale;

- c) in the event that any discrepancies or errors on the prices, terms, details and status of the properties are discovered.

If a sale is cancelled due to (a) and (b) above, UCPB shall forfeit the reservation fee in its favor. Option money payments over and above the reservation fee shall be returned without interest or cost of money.

If a sale is cancelled to due (c) and (d) above, UCPB shall refund the reservation fee and all option money paid without any interest or cost of money.

All refunds are in the form of manager’s checks payable to the winning bidder. All refunds shall be made available for pick-up at the Head Office of UCPB on or within 7 days from cancellation date.

Should UCPB determine that a quitclaim document needs to be executed, the Buyer shall execute the quitclaim document on or before receipt of the refund payment.

### E. FORFEITURE: \_

If the Buyer fails to comply with any of the rules and regulations or payment deadlines specified herein, or refuses to continue with the sale despite UCPB having fulfilled its obligations under any of the

abovementioned warranties, UCPB may automatically rescind the awarding of the sale and the reservation fee shall be forfeited in favor of the Bank.

**F. PREPAYMENT CONDITIONS:**

Prepayments are allowed, provided, that if the prepayment is made within the first calendar year (i.e. the year in which the CTS was executed/notarized), the Buyer shall pay UCPB a surcharge of 3% of the purchase price. This surcharge is non-negotiable.

All prepayments shall be subject to whatever additional guidelines that may be imposed by UCPB from time to time.

**G. VALID IDENTIFICATION:**

Any of the following is considered a valid ID:

- Current Driver's License
- Current Passport (1<sup>st</sup> 2 pages & last page)
- Company ID, SSS ID, Postal ID
- Voters ID

**(ALL OF THE ABOVE ID'S MUST HAVE A CLEAR SIGNATURE OF THE BIDDER)**

**G. LIMITATION AS TO ASSISTANCE FROM UCPB FOR PROPERTY DEFICIENCIES:**

Buyers are duly advised that, once the Conditional Award Certificate is issued, no financial assistance shall be extended to Buyers with respect to relocation surveys or any studies, surveys, negotiations, or whatever other activities may be required to correct title deficiencies, occupancy status or any other deficiency that may be identified by the Buyer post-award.

UCPB may, at the request of the Buyer, render non-financial assistance to Buyers. Such assistance shall be limited only to issuances of Notices to Vacate, accompanying Buyers to conduct relocation surveys, witnessing of taking of possession or discussions with government officials (if the Bank so determines that its presence is required) and provided, further, that adequate notice has been given directly to UCPB's AMDD Operations personnel.

**H. STANDARD CONTRACT TO SELL PROVISIONS:**

**1. SUBJECT MATTER** – The subject matter of this CONTRACT TO SELL consists of all the rights, title and interests of the VENDOR together with all the improvements existing in and to the above described (the "PROPERTY"), particularly described in the copy of title hereto attached as "Annex \_\_\_" and made an integral part thereof.

**2. PURCHASE PRICE** - The purchase price shall be paid to the VENDOR in the manner set forth below:

- a. Down-payment payable on or before execution of this CONTRACT TO SELL.
- b. The remaining balance shall be paid based on the amortization schedule attached hereto as "Annex \_\_\_". 48 Post Dated Checks (PDCs) shall be delivered simultaneously with the execution of the CONTRACT TO SELL. This procedure shall continue until full payment of purchase price. Failure of the VENDEE to pay the downpayment or any installment on due date shall grant the VENDOR the right to demand full payment of the entire amount remaining unpaid together with any and all penalties accrued thereon, or to cancel and rescind this CONTRACT pursuant to No. 6.
- c. Prepayments of the remaining balance of the Purchase Price shall be accepted, provided, that if the prepayment is made within the same calendar year in which this CONTRACT TO SELL is executed, a non-negotiable surcharge equivalent to 3% of the purchase price shall be imposed upon the VENDEE.

All amendments to the Amortization Schedule shall, once finalized, be automatically considered part & parcel of this CONTRACT TO SELL.

**3. OBLIGATIONS OF THE PARTIES -**

3.1 Upon receipt by the VENDOR of at least 20% downpayment, the VENDOR shall deliver possession of the said PROPERTY to the VENDEE in his capacity as installment buyer only and for the period and under the terms and conditions provided herein.

3.2 Notwithstanding that the title to the PROPERTY has not been transferred to the VENDEE, the VENDEE shall, in place of the VENDOR, observe all conditions and restrictions on the PROPERTY and shall henceforth be liable for all risk of loss or damage to the PROPERTY.

3.3 Real estate taxes and all levies, imposts and other governmental charges due on the PROPERTY shall be solely for the VENDEE's account after the execution of this CONTRACT TO SELL. For and on behalf of the VENDEE, the VENDOR shall pay these taxes, imposts and charges on the due date and shall bill the VENDEE all amounts paid. The VENDEE shall reimburse the VENDOR all amounts billed on or before the due date prescribed in the billing statement. Failure to reimburse the VENDOR by the due date shall grant the VENDOR the right to charge penalties prescribed under Section 3.6, computed from the due date until fully reimbursed by the VENDEE, or, to declare the VENDEE in default pursuant to No. 6.

3.4 VENDEE shall pay all association dues and utilities (water, electricity and telephone charges) as and when they fall due, including any penalties and surcharges due on the PROPERTY after the execution of this CONTRACT TO SELL and every year thereafter. Should the VENDEE fail to pay any amounts due under this Section 3.4, the VENDOR may, at its sole option but without any obligation on its part, bill the VENDEE and pay these amounts due for and in behalf of the VENDEE, with right of reimbursement from the VENDEE, with penalties prescribed under Section 3.6, computed from the time payments were made by the VENDOR until fully reimbursed by the VENDEE, or, to declare the VENDEE in default pursuant to No. 6.

3.5 VENDEE shall keep fire and lightning insurance on any improvements on the PROPERTY existing as of the date of execution of this CONTRACT TO SELL, and shall pay the insurance premiums due starting from the date of execution of the CONTRACT TO SELL and every year thereafter. The VENDEE shall submit to the VENDOR a copy of the insurance policy for such improvements, duly endorsed to the VENDOR or its beneficiary. Failure by the VENDEE to submit a copy of the endorsed insurance policy on or before the expiry date of the insurance policy for the previous year while this CONTRACT TO SELL remains outstanding shall constitute an event of default pursuant to No. 6.

3.6 The VENDEE shall make all payments and submit all checks due under this CONTRACT TO SELL to the VENDOR, whether billed by the VENDOR (in the case of Section 3.3 and 3.4) or without necessity of demand or notice (in all other cases), and failure by the VENDEE to do so shall entitle the VENDOR to charge penalty at the rate of 3% per month based on the amounts due. Likewise, in the event that the VENDOR agrees to extend the due date, the VENDOR shall also be entitled to charge penalty at the same rate of 3% per month.

3.7 VENDEE shall comply with all laws, rules and regulations required by government and shall, if required, obtain the necessary permit(s) and/or approval(s) for this CONTRACT TO SELL.

3.8 VENDEE shall maintain the PROPERTY with the diligence of a good father of a family. The cost and expense for any and all renovation, repairs, alterations and improvements made on the PROPERTY shall be paid by and for the account of the VENDEE.

3.9 VENDEE shall not without the prior written consent of the VENDOR, sell, assign, transfer, cede or donate, his rights, interests and obligations over this CONTRACT TO SELL to any party. In case the VENDOR approves the transfer, the VENDEE shall pay the VENDOR a transfer fee in the amount of P25,000.00 or such other amount as the VENDOR may otherwise fix. Furthermore, any violation of this provision shall constitute grounds for termination/rescission of this CONTRACT TO SELL by the VENDOR in accordance with No. 6.

3.10 VENDEE is hereby obligated and agreed to execute any and all documents that may be required by the VENDOR to implement this CONTRACT TO SELL.

#### **4. DEED OF ABSOLUTE SALE –**

4.1 Upon receipt of full payment of the total purchase price in accordance with the terms and conditions hereof, and all other amounts due including interests, penalties and other charges such as, but not limited to, telephone, cable, electric and water connections and deposits which may have accrued or which may have been advanced by the VENDOR, including all other obligations of the VENDEE under this CONTRACT TO SELL such as insurance premiums, cost of repairs, real estate taxes or insurance premiums advanced by the VENDOR, the VENDOR shall execute in favor of the VENDEE a Deed of Absolute Sale over the PROPERTY.

4.2 Any and all taxes such as, but not limited to, the transfer tax and documentary stamp tax; all charges, fees and/or expenses of whatever kind and nature including, but not limited to, documentation, notarization and registration expenses relative to the execution and/or implementation

of this CONTRACT TO SELL and for the transfer of title to the PROPERTY to the VENDEE, shall be for the exclusive account of the VENDEE; provided, however, that creditable withholding taxes for capital gains shall be for the account of the VENDOR. The VENDEE shall also be liable for, and shall indemnify and hold the VENDOR free and harmless from, any interest, penalty or surcharge arising from the VENDEE's late or non-payment of any taxes, charges, fees and expenses due on the sale of the PROPERTY.

4.3 In the event that the Deed of Absolute Sale is executed prior to the VENDEE's settlement of association dues, electric and water deposits and other advances and fees as may be imposed or incurred on the PROPERTY, the VENDOR shall not deliver title until such time as all of the VENDEE's payables are settled in full.

**5. REPRESENTATION AND WARRANTIES -**

5.1 The VENDEE hereby recognizes and confirms that the VENDOR has acquired full title to and ownership over the PROPERTY and has the right to enjoy all proprietary rights inherent therein, including, but not limited to, the use and possession of the PROPERTY.

5.2 VENDEE hereby warrants that the VENDEE has seen and inspected the PROPERTY and all muniments of title thereto; the VENDEE is aware that the VENDOR has acquired the PROPERTY by way of dacion en pago/foreclosure; VENDEE is aware of any and all incidents, transactions and proceedings affecting or involving the rights and the PROPERTY; and VENDEE hereby agrees that the sale of the rights shall be made on the basis of the condition of the PROPERTY at the time of the sale, on an "AS IS, WHERE IS" basis.

**6. TERMINATION / RESCISSION -**

6.1 In case of VENDEE's failure to comply with any of his obligations under this CONTRACT TO SELL, including but not limited to non-payment of any installments due, non-payment of any obligation regarding telephone, cable, electric and water connections and deposits, as well as assessments, association dues and similar fees, abandonment of the PROPERTY or violation of any of the terms and conditions of this CONTRACT TO SELL for whatever reason, the VENDOR shall be entitled to the following in accordance with Republic Act 6552: Maceda Law:

- a. To automatically terminate and rescind this CONTRACT TO SELL without need of notice or demand, rendering the VENDEE's rights herein null and void;
- b. If VENDEE is in possession, to demand from VENDEE to peacefully vacate and surrender the PROPERTY within 30 days from the date of the written demand from the VENDOR. Upon expiration of the 30 - day period, the VENDEE hereby authorizes the VENDOR to enter and forcibly open, if necessary, and take possession of the PROPERTY without need of prior demand, notice or court order; and,
- c. Automatic forfeiture in favor of the VENDOR of all improvements which are permanent in nature introduced by the VENDEE on the PROPERTY without reimbursement or payment to the VENDEE.

6.2 The VENDEE hereby agrees that as penalty for such failure of the VENDEE to pay any amounts in accordance with terms and conditions hereof, the VENDEE shall also forfeit one - hundred percent (100%) of the total amounts paid in favor of the VENDOR and that the VENDOR may sell the PROPERTY to any other interested party at its exclusive option.

6.3 In case of termination/rescission, the VENDOR shall be at liberty to dispose of and sell the PROPERTY to any other person as if this CONTRACT TO SELL had never been executed or entered into.

**7. MISCELLANEOUS CONDITIONS -**

7.1 Failure on the part of the VENDOR to insist at any instance upon the performance by the VENDEE of any of the terms and conditions of this CONTRACT TO SELL or exercise of any rights or privileges herein contained shall not be construed as a waiver of any such conditions, rights or privileges and the same shall continue and remain in full force and effect.

7.2 VENDEE shall hold the VENDOR, including its officers and employees, free and harmless from all actions, suits, damages, liabilities or claims of whatever kind and nature which may be brought or instituted by reason of this CONTRACT TO SELL, including performance thereof, the non-observance or non-performance by the VENDEE of performance obligation under any rule, regulation, ordinance or law, or of any covenant or representation contained herein. The VENDEE unconditionally assumes all liability for any injury or death to its personnel, guests and invitees, as well as for any loss or damage to their property, which occurs or is sustained within or by reason of the VENDEE's use and possession of the PROPERTY, or to any third persons or their property while casually remaining

within or surrounding the premises of the PROPERTY regardless of whether or not such is with the consent or tolerance of the VENDEE.

7.3 Only official receipts signed by the VENDOR or its cashiers shall be recognized as valid and binding.

7.4 If there are two or more VENDEEs under this CONTRACT TO SELL, they shall be deemed solidarily liable for the obligations of the VENDEE hereunder.

7.5 The VENDOR shall have the right to determine the application of payments made by the VENDEE. Unless otherwise amended by the VENDOR, payments shall be applied in the following order: (i) to costs and expenses incurred or advanced by the VENDOR pursuant to the CONTRACT, including but not limited to the advances for taxes, dues, insurance premiums, etc., (ii) to penalties, (iii) to interests on the scheduled balance of the purchase price, and (iv) to the remaining principal balance of the purchase price.

7.6 The VENDEE shall be deemed to have taken possession of the PROPERTY in any of the following analogous instances: (1) on the date specified in the VENDOR's notice of turnover and upon the VENDEEs actual or constructive receipt thereof irrespective of his/her non-occupancy of the PROPERTY for any reason whatsoever, (2) when the VENDEE actually occupies the PROPERTY, (3) when the VENDEE commences to introduce improvements, alterations, furnishings, etc. on the PROPERTY, or (4) when the VENDEE receives the keys to the PROPERTY.

7.7 The VENDEE shall notify the VENDOR in writing of any change in his address. Should the VENDEE fail to do so, his address stated in the CONTRACT TO SELL shall remain his address for all purposes including, but not limited to, the transmittal or service of all notices, billings, court summons or messages related to this CONTRACT TO SELL and/or required by law.

7.8 If any condition of this CONTRACT TO SELL shall be held invalid and contrary to law, the validity of the other conditions shall not be affected thereby.

7.9 This CONTRACT TO SELL is binding upon the heirs, assigns and successors-in-interest of the parties. The VENDOR duly authorizes the representative signing for and in behalf of the VENDOR.

7.10 In the event of litigation that may arise by reason of this CONTRACT TO SELL or in connection therewith, the parties hereto have agreed that the venue shall be in the proper courts of Makati City. In addition, the prevailing party shall be entitled to reasonable attorney's fees of not lower than 10% of the Purchase Price.

**I. NAME OF BUYER OR BUYER/S APPEARING ON THE CONTRACT TO SELL (CTS) / DEED OF ABSOLUTE SALE (DOAS):**

Winning bidders shall be given a period of 15 days from issuance of the Conditional Award Certificate to decide on the actual name of the Buyer or Buyer/s to be included in the CTS / DOAS.

The actual Buyer or Buyer/s whose name will appear on the CTS/DOAS must accomplish the Customer Information Sheet and comply with all of the requirements prescribed in the Reservation Agreement within the 30 day deadline prescribed in Section D above.

No changes to the Buyer's name shall be entertained beyond the 15th day from issuance of the Award Certificate.

**J. CHANGE IN PROPERTY:**

If a winning bidder wishes to change the property previously awarded to him, or if UCPB has advised the bidder that he/she is revoking the Conditional Award Certificate and the bidder has selected another property as a replacement, UCPB shall process the sale of the new property.

The procedure to be followed is as follows:

1. The original Conditional Award Certificate shall be revoked via notice of termination.
2. A new Conditional Award Certificate shall be issued to the winning bidder, and the winning bidder shall sign his conformity on the new Award Certificate.
3. The winning bidder shall be given 7 days from issuance of the new Certificate to pay the option money described in Section B above, which shall be applied by UCPB as downpayment upon execution/notarization of the CTS/DOAS.
4. The winning bidder shall be given 15 days from issuance of the new Certificate to advise UCPB on the actual name of the Buyer or Buyers to be included in the CTS/DOAS.
5. The winning bidder shall be given 30 days from issuance of the new Certificate to comply with all of the requirements enumerated in the Reservation Agreement.

Please note that:

1. Buyers may select a substitute only from the list of assets available for auction.
2. The minimum purchase price of the property is the floor price.
3. Buyers must decide on the substitute property on or before a cut-off date of 15 days from auction day (may be extended by UCPB if reason for substitution is attributable to UCPB).

**K. MARITAL CONFORMITY:**

For Buyers who indicate their status as "married" in the Customer Information Sheet, or whose status changes before the execution of their CTS, their spouses shall be required to sign their marital conformity on the CTS/DOAS. Buyers must also file change of status with the Bank by filling in a new Customer Information Sheet.

For Buyers or their spouses who are residing outside the Philippines, please refer to Section P and Q below.

UCPB will not process the sale transaction and will cancel the Conditional Award Certificate if marital conformity cannot be obtained within 60 days from issuance of the Certificate.

**L. LEGALLY SEPARATED BUYERS:**

Buyers who indicate their status as legally separated shall be required to submit proof of their separated status within 30 days from issuance of the Conditional Award Certificate.

**M. SPECIAL POWER OF ATTORNEY:**

Buyers who appoint representatives to sign their CTS/DOAS are required to submit a Special Power of Attorney (enclosed an Annex A) authorizing the representative to purchase the property and to sign on their behalf.

The Special Power of Attorney must be submitted within 30 days from the issuance of the Conditional Award Certificate.

UCPB will not process the sale transaction and will cancel the Conditional Award Certificate if the Special Power of Attorney cannot be obtained by the abovementioned deadline.

\_\_\_\_\_  
[Name  
of  
Officer  
1]

\_\_\_\_\_  
[Name  
of  
Officer  
2]

A General Power of Attorney shall not be accepted by UCPB under any circumstances.

**N. CONSULARIZATION:**

All Buyers and their spouses residing outside the Philippines are required to consularize the CTS/DOAS. Consularized CTS/DOAS must be submitted within 90 days from the date of payment of the option money.

All Buyers who will be residing outside the Philippines, and who appoint representatives to sign their CTS/DOAS, are required to submit a consularized Special Power of Attorney authorizing such representative to purchase the property and to sign on their behalf. The consularized Special Power of Attorney must be submitted within 30 days from the issuance of the Conditional Award Certificate.

UCPB will not process the sale transaction and will cancel the Conditional Award Certificate if the Special Power of Attorney cannot be obtained by the abovementioned deadline.

**O. TAX IDENTIFICATION NUMBER:**

Since the TIN number of Buyers, their spouses, or their representatives is a requirement for payment of Creditable Withholding Tax, all Buyers, their spouses, and their representatives who purchase properties from UCPB are required to comply with the TIN requirement prescribed in the Reservation Agreement.

UCPB will not process the sale transaction and will cancel the Conditional Award Certificate if the TIN number/s of the Buyer/s and their spouse/s and their representative/s is not provided to UCPB within the deadline prescribed in the Reservation Agreement.

**P. DOUBLE NOTARIZATION:**

If the Buyer/s and their spouse/s are unable to execute the CTS/DOAS at UCPB Head Office, the CTS/DOAS shall be signed and notarized by the Buyer/s & their spouse/s first, then the CTS/DOAS shall be transmitted to UCPB Head Office for signing and notarization by UCPB representatives.

In order to meet the deadline for payment of Creditable Withholding Tax, all CTS/DOAS requiring double notarization are required to be transmitted to UCPB Head Office at least 7 days before the end of the month in which the CTS/DOAS was executed by the Buyer/s and spouse/s.

**Q. UCPB'S EXECUTION OF CTS AND DELIVERY TO THE BUYER:**

UCPB shall undertake to sign and notarize the documents within 7 days from receipt of the documents and shall process payment of CWT immediately.

Provided that the Buyer has complied with all the requirements for the sale and has paid the required downpayment, UCPB undertakes to deliver the fully notarized CTS/DOAS to the Buyer before the end of the following month from CTS notarization date.

Please note that the Buyer shall be liable to pay all penalties and surcharges on Creditable Withholding Taxes arising from the delivery of the CTS/DOAS to UCPB beyond the abovementioned cut-off date.

**R. REQUIREMENTS UNDER THE RESERVATION AGREEMENT AND POST-DATED CHECKS:**

Prospective bidders are duly advised to prepare in advance all the requirements prescribed under the Reservation Agreement and to have at least 48 checks to cover the post-dated check requirement of UCPB.

UCPB shall not process the CTS/DOAS unless all of the above requirements are submitted and duly received by UCPB.

**S. DEADLINES AND CUT-OFF DATES:**

If the last day of a deadline for submission or payment by a Buyer falls on a non-working day, then the last day shall be the first working day immediately following the non-working day.

**T. BUYBACK TRANSACTIONS**

**The auction prices, terms of payment, and warranties/options set forth in A-b, A-c and A-d of this Conditions of Sale are not applicable to former mortgagors / borrowers who repurchase their properties. In this regard, former mortgagors / borrowers are advised to contact UCPB AMDD Sales Team directly for the appropriate guidelines and procedures on property buybacks.**

**If in the course of its investigation, UCPB determines that any sale transaction is a buyback, UCPB has the right to amend the auction prices, terms of payment and warranty provisions at anytime and impose appropriate buyback guidelines.**

## NOTICE TO BIDDERS

1. **FOR BIDDERS WHO WILL ATTEND THE AUCTION PROPER:** Prior to the start of the public auction, a Bidder shall register his name and may be required to present a valid ID, if needed. He shall be given a paddle only upon his presentation of a **TWENTY FIVE THOUSAND PESOS (P25,000) Show Money per property** (or 10% of the property's minimum Floor Price if Floor Price is less than P250,000) which will qualify him to participate in the Bidding (hereinafter referred to as "Show Money").

The Show Money should be in the form of:

- Cash (either in Pesos or US Dollars)
- Peso manager's checks payable to the United Coconut Planters Bank

The Show Money **shall only be presented, but not collected**, during the registration.

Personal checks, deposit slips, passbooks or any other proof of show money aside from cash or manager's checks shall not be accepted under any circumstances.

Bidders are not allowed to bid for more than 1 property unless they have submitted the required show money for each property they intend to bid for. However, a bidder who loses a bid for a property may utilize his show money to bid for another property.

2. **FOR BIDDERS WHO WILL NOT BE PRESENT IN THE AUCTION PROPER:** The following options are available for Bidders who cannot attend the auction proper:

- (a) The Bidder may designate any person as his authorized Representative to attend the auction and bid on his behalf. Bidders who wish to appoint persons as their Representatives are required to submit on the auction date itself (through their Representative) a Letter of Authority signed by both the Bidder and Representative.

The Letter of Authority **shall not be considered valid** unless accompanied by a complete photocopy (front and back) of the valid ID of the Bidder.

For signature verification purposes, all photocopies of ID's must contain a clear imprint of the Bidder's signature.

All Representatives attending the auction shall be **required to follow the procedure stated in 1 above**.

A draft Letter of Authority is enclosed as **Annex B**.

Please note that:

- A representative who buys a property on behalf of another party shall be liable as principal in addition to the other party.
- Representatives without the duly accomplished Letter of Authority and photocopy of the bidders valid ID shall not be allowed to bid.
- Bidders who bid through a representative shall do so purely at their own risk.

- (b) Bidders may opt to submit a Sealed Bid.

### Accomplishing the Sealed Bid Form:

- i. The bidder must accomplish a Sealed Bid Form (enclosed as Annex C). Please note the following when accomplishing the Sealed Bid Form:
  - Clearly itemize each property to be bid for including the specific and maximum bid price for that property.
  - Failure to itemize each property and the bid price for that property will result in disqualification of the entire bid.
- ii. Put the duly accomplished and signed Sealed Bid Form in a sealed envelope together with the following requirements:
  - A photocopy of any ID enumerated in Section F of Conditions of Sale. This photocopy must be attached outside the envelope, not inside, so that UCPB can validate the bidders signature on the sealed envelope.
  - Show Money of P25,000 per property (or 10% of the floor price of the property if it is below P250,000), only in the form of cash or manager's check. This must be inside the sealed envelope.
- iii. Seal the envelope and, on the sealed flap portion, affix the bidder's name and signature and name and signature of the Auctioneer's representative.

Clearly label the front of the sealed envelope with the following details:

- Bidder's Full Name, Address and Contact Number
- Title Number/s
- Lot and Block Number/s
- Location
- Minimum Floor Price

Please note that a bid shall be disqualified if any of the above procedures are not complied with.

**Acceptance of Sealed Bids:**

- i. All sealed bid envelopes shall be considered received only when it is duly stamped and recorded in the logbook by a UCPB representative.
- ii. Upon submission of a sealed bid envelope, UCPB shall validate the signature of the bidder on the sealed flap using the photocopied identification of the bidder attached to the outside of the envelope.
- iii. UCPB shall then ensure that all the correct details are clearly labeled on the front of the envelope.
- iv. Once validated, the envelope shall be acknowledged as received via timestamp and recording in a logbook.
- v. The envelope dropped in a sealed bid box and kept on within the premises of UCPB until the auction day.
- vi. All sealed bid envelopes are required to be acknowledged as received by UCPB on or before 5PM at least 2 business days before the auction date. All bids received after this cut-off shall be disqualified.

**Return of Sealed Bids:**

For bidders who have submitted sealed bid envelopes to UCPB but later on decide not to bid in the auction, the following procedure shall be followed:

- i. The Auctioneer shall prepare a letter request to UCPB to retrieve the sealed bid envelope.
- ii. Upon receipt of the letter request, a UCPB representative shall retrieve the envelope from the sealed bid box and transmit the same immediately to the Auctioneer.
- iii. The Auctioneer shall acknowledge receipt of the sealed bid envelope via recording and signing in a logbook.

Please note that UCPB shall not be held liable or responsible for sealed bid envelopes that have been returned to the Auctioneer. Bidders requesting for a return of their bids shall do so purely at their own risk.

**Opening of Sealed Bids:**

The Sealed Bid shall be opened and tallied in the presence of a representative from UCPB's Audit Department the day before the auction.

The highest sealed bid for the property shall automatically become the starting price quoted by the Auctioneer for the property during auction proper.

A Sealed Bid Form is enclosed as **Annex C**.

3. No brokers are allowed to participate in the auction **UNLESS PRE-CLEARED WITH OR ACCEPTABLE TO THE** Auctioneer.
4. The public auction shall be presided by an Auctioneer. Auction starts when the Auctioneer announces the minimum bid on a particular property.
5. UCPB reserves the right to reject any and all bids for whatever reason it may deem proper.
6. UCPB may at any time withdraw any of the properties included in the list.
7. The Auctioneer shall progressively increase the bid price. The Auctioneer shall have the sole discretion to increase the increments at any amount during the bidding process.
8. Upon the fall of the hammer, the Auctioneer shall announce the paddle number of the Winning Bidder who submitted the highest bid and the amount of his bid. The highest Bidder shall be recognized by UCPB as the Winning Bidder.

The Auctioneer shall also announce the paddle numbers of the Second and Third Highest Bidders, and the amounts of their bids.

9. The auction properties shall be called in a specific order. Once the property has been called by the Auctioneer, it shall not be called again. In this regard, bidders are requested to be present during the entire auction if they intend to bid for more than 1 property.
10. The auction proceedings, including the announcement by the Auctioneer of the increases in the bid price, shall be recorded and witnessed by representatives of UCPB's Audit Department.
11. Immediately after the auction:
  - The Winning Bidder must give the Show Money to UCPB AMDD Operations.
  - The Show Money shall now be considered as a Reservation Fee.
  - The Winning Bidder must accomplish the Customer Information Sheet and Reservation Form and submit photocopy of residence certificate and photocopy of any valid ID's for validation purposes.
  - If the Winning Bidder wins a property that was not originally indicated in the auction reservation form, a new form shall be accomplished.
  - The Winning Bidder shall be issued a Conditional Award Certificate which shall state the name of the Winning Bidder, the amount of the winning bid, and the description of the property for the bidder's conformity.
  - Please note that falsification of any information shall be a ground for cancellation or rescission of the Conditional Award Certificate. If UCPB determines that any of the information presented by the Winning Bidder has been falsified, the Conditional Award Certificate shall automatically be cancelled. No refunds shall be given in this case.
  - The Conditional Award Certificate is **not the document of sale**. The Conditional Award Certificate merely certifies that the person whose name is stated thereat is the Winning Bidder for the property described and for the price indicated therein.
  - After the issuance of the Conditional Award Certificate but before the execution of the CTS, UCPB is entitled to conduct whatever investigation it determines to be appropriate (i.e. court case checking, credit investigation, etc.) over the Buyers of the properties. Should there be any negative findings, UCPB will have the option to cancel the Conditional Award Certificate. In case UCPB opts to cancel, reservation fee/option monies paid by the Buyers will be refunded.
12. Within 1 week from the auction date, the Winning Bidder must present the Conditional Award Certificate to UCPB AMDD and pay the applicable option money via cash, personal or manager's check via deposit to any UCPB branches via Bills Payment addressed to "UCPB FAO AMDD". Provincial Buyers may fax a copy of the Conditional Award Certificate to UCPB AMDD at (632) 8119965. UCPB has the right to cancel the Conditional Award Certificate and resell the property if it does not receive the option money within the 7 day period.
13. UCPB AMDD shall prepare the CTS within 15 days from presentation of the Conditional Award Certificate, payment of the full option money, advise from the bidder of the actual names of the Buyers to be included in the CTS, submission of all corporate papers and authorizations (in case of corporate Buyers), submission of TIN number, submission of duly completed Customer Information Sheet (without missing information), 48 post-dated checks and all other information/requirements which the Bank deems as necessary for the execution/consummation of the CTS.
14. UCPB AMDD (through the Auctioneer) shall make the appropriate arrangements with the Winning Bidder for the execution of the CTS and submission of the 48 post-dated checks.
15. The Winning Bidder shall forfeit his right to purchase the auctioned property if he does not pay the option money or submit the postdated checks to cover the monthly amortization. The Second Highest Bidder shall then be immediately informed of his right to purchase the property, provided it is at the last bid price indicated by the bidder during the auction. This procedure shall continue up to the Third Highest Bidder, after which UCPB has the option to terminate the bidding process.

16.

After compliance with all conditions of the sale and the bid price has been paid in full, a Deed of Absolute Sale shall be issued in favor of the Winning Bidder. In the event of installment sales, a Contract to Sell shall be executed.

17.

**The auctioned properties are sold on “as is where is” basis. UCPB makes no warranty as to the boundaries, area, technical description of the property, and its legal condition such as the existence of any claims, suits or actions involving the same.** It shall be understood that UCPB **makes no warranty whatsoever on the authenticity and accuracy of title over the property.** Prospective bidders are therefore advised to check the title, the physical and legal condition of the property prior to the bidding.

18.

UCPB shall ensure that the payment of all real estate taxes, fees, association dues and other assessments on the property being sold are updated up to (but not including) the following cut-off dates:

**Type of Transaction**

For CTS Buyers of clean properties

**Cut-Off Date**

date the CTS is executed or Buyer takes possession of the property whichever is earlier (Note: UCPB may opt to approve the latter date as the cut-off date on a case to case basis)

For cash Buyers of clean properties

date the DOAS is executed

In the event that any advance payments have been made by UCPB for taxes, fees and assessments, the Buyer shall reimburse UCPB for any amounts accruing starting from and after the above-mentioned Cut-off dates on or before the execution of CTS.

**Annex A (of the Notice to Bidders)**

**SPECIAL POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:**

That I, \_\_\_\_\_, (marital status), Filipino, of legal age, residing at \_\_\_\_\_ and holder of Philippine Passport Number \_\_\_\_\_ issued in \_\_\_\_\_ on \_\_\_\_\_, have named constituted and appointed \_\_\_\_\_, Single, Filipino, of legal age, residing at \_\_\_\_\_, to be my true and lawful ATTORNEY IN-FACT, to act for and in my behalf, to do and perform and to represent me in the following acts:

- 1) To sign the sale document i.e. Contract to Sell, Memorandum of Agreement Deed of Absolute Sale with the United Coconut Planters Bank (“UCPB) for my purchase of the parcel of land and all improvements situated therein located at \_\_\_\_\_ and covered by Transfer Certificate of Title No. \_\_\_\_\_ issued by the Register of Deeds of \_\_\_\_\_ (the “Property”);
- 2) To receive the Property from UCPB and to sign and receive all documents required by UCPB in relation to the turnover of the Property;

- 3) To sign and receive from UCPB any other contract/document necessary pertaining to the above-mentioned transactions; and
- 4) To do and perform all and every act and thing which may be requisite, necessary or proper to carry out the above purposes.

GIVING AND GRANTING UNTO my ATTORNEY-IN-FACT full power and authority to do and perform all and every act whatsoever requisite and necessary to be done in and about the premises, as fully as I might or could do if personally present; and hereby ratifying and confirming all that my said ATTORNEY-IN-FACT shall lawfully do or cause to be done by virtue of these presents.

IN WITNESS HEREOF, I have hereunto affixed my signature at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 200\_\_.

\_\_\_\_\_  
**AFFIANT**

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public in and for \_\_\_\_\_, on this \_\_\_\_\_ personally appeared \_\_\_\_\_ with Passport No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, known to me and to me known to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his/her free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place first abovewritten.

Doc. No. \_\_\_\_\_;  
 Page No. \_\_\_\_\_;  
 Book No. \_\_\_\_\_;  
 Series of 200\_\_.

**Date** \_\_\_\_\_

**United Coconut Planters Bank**  
Asset Management & Disposition Division  
Fourth Floor, UCPB Executive Offices  
Makati Avenue, Makati City

**RE : LETTER OF AUTHORITY TO BID**

Dear Sir / Ma'm.,

This is to authorize Mr. / Ms. \_\_\_\_\_ whose signature is affixed below to bid in my behalf for the following property/ies:

	<b>Title Number</b>	<b>Area</b>	<b>Location</b>
<b>Property # 1:</b>			
<b>Property # 2:</b>			
<b>Property # 3:</b>			
<b>Property # 4:</b>			
<b>(etc.)</b>			

Enclosed herewith is a photocopy of any the following valid ID for your reference.

- \_\_\_ Current Driver's License # \_\_\_\_\_ dated \_\_\_\_\_
- \_\_\_ Current Passport # \_\_\_\_\_ dated \_\_\_\_\_ issued at \_\_\_\_\_
- \_\_\_ Company ID # \_\_\_\_\_
- \_\_\_ SSS ID # \_\_\_\_\_
- \_\_\_ Postal ID # \_\_\_\_\_

Very truly yours,

\_\_\_\_\_  
**Name and Signature of Bidder**

\_\_\_\_\_  
**Name and Signature of Authorized Representative**

**SEALED BID FORM  
UCPB AUCTION**

<b>LAST NAME</b>		<b>FIRST NAME</b>		<b>MIDDLE NAME</b>	
<b>ADDRESS</b>		<b>TEL #</b>		<b>FAX #</b>	
		<b>CELL#</b>		<b>E-MAIL ADDRESS</b>	

UCPB PROPERTY NO: \_\_\_\_\_

**BID PRICE:**  
(please itemize as follows)

	Title Number	Area	Location	Price
Property # 1:				
Property # 2:				
Property # 3:				
Property # 4:				
(etc.)				

Enclosed herewith is a photocopy of any the following valid ID for your reference.

- \_\_\_ Current Driver's License # \_\_\_\_\_ dated \_\_\_\_\_
- \_\_\_ Current Passport # \_\_\_\_\_ dated \_\_\_\_\_ issued at \_\_\_\_\_
- \_\_\_ Company ID # \_\_\_\_\_
- \_\_\_ SSS ID # \_\_\_\_\_
- \_\_\_ Postal ID # \_\_\_\_\_
- \_\_\_ Voters ID # \_\_\_\_\_

Enclosed herewith is my Show Money in the form of a Cash/Manager's Check # \_\_\_\_\_ dated \_\_\_\_\_ from \_\_\_\_\_ (name of bank).

I hereby attest that I have received, read, understood, agree and shall comply with the guidelines, policies and procedures of the UCPB Retail Auction enumerated in the "Conditions of Sale" and "Notice to Bidders".

\_\_\_\_\_  
Full Name and Signature of Buyer  
Date: \_\_\_\_\_