

**DEED OF RECONVEYANCE**

This Deed entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

\_\_\_\_\_ of legal age, \_\_\_\_\_, with address at \_\_\_\_\_ (hereinafter referred to as the "FIRST PARTY");

-and-

\_\_\_\_\_, a corporation duly organized and existing under the laws of the Republic of the Philippines with office address and at DMCI HOMES Bldg. 1321 Apolinario Street Barangay Bangkal Makati City, further represent herein by its duly authorized representative, \_\_\_\_\_, (hereinafter referred to as "SECOND PARTY");

**SET FORTH THAT:**

**WHEREAS**, the parties executed a Contract to Sell dated \_\_\_\_\_ involving the following properties at \_\_\_\_\_ project:

<b>Unit No. / Drying Area No. / Parking Slot No.</b>	:	_____
<b>Building No.</b>	:	_____
<b>Area</b>	:	_____
<b>CCT No.</b>	:	_____

**WHEREAS**, the FIRST PARTY, as buyer, is applying for external financing ("loan") from \_\_\_\_\_ in the amount of P \_\_\_\_\_ to pay the balance due to the SECOND PARTY. As part of financing requirements, it is necessary for the SECOND PARTY to transfer the Transfer Certificate of Title/Condominium Certificate/s of Title/s and Tax Declaration/s of the properties under the name of the FIRST PARTY notwithstanding the fact that the FIRST PARTY has not yet fully paid the loan amount;

**NOW THEREFORE**, the parties agree as follows:

1. In order to facilitate the immediate release of the loan proceeds, the SECOND PARTY undertakes to comply with all the requirements by submitting and signing all documents required by \_\_\_\_\_.
2. The parties shall execute a Deed of Absolute Sale. The FIRST PARTY acknowledges that the execution of the Deed of Sale is only for convenience to comply with the requirements of \_\_\_\_\_.
3. The Deed of Sale shall be considered cancelled or rescinded in case the FIRST PARTY, his heirs, representatives or assigns defaults in the payment of his obligations to \_\_\_\_\_ and the SECOND PARTY is constrained to repurchase from the Bank/Financial Institution.
4. It is expressly agreed that the cancellation or rescission of the Deed of Sale for the reasons above stated is effected by mere notice by the SECOND PARTY to the FIRST PARTY on the fact of cancellation or rescission without the need of judicial declaration.
5. In case title to the unit/drying/parking is transferred to the FIRST PARTY but, for reasons stated herein, the Deed of Sale is cancelled or rescinded, the Parties agree that this Deed of Reconveyance shall be presented to the Bureau of Internal Revenue, Register of Deeds, Assessor's Offices and other relevant agencies and shall constitute sufficient authority or basis for the cancellation of Transfer Certificate/s and issuance of new certificate/s of title under the name of the SECOND PARTY. All applicable taxes, fees and expenses of the reconveyance or issuance of title back to the SECOND PARTY shall be for the account of the FIRST PARTY.
6. The FIRST PARTY hereby names, constitutes and appoints the SECOND PARTY, or any of its officers, agent or assigns to be his/her true and lawful ATTORNEY-IN-FACT, for his/her name, place and stead, to sign, execute and deliver any deed of transfer, assignment or all other documents and to do all things necessary to effect the reconveyance of title to the SECOND PARTY.

椎名翼  
TSUBASA SHIINA

IN WITNESS WHEREOF, we have hereunto set our hands at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

樫名翼  
TSUBASA SHIWA

FIRST PARTY

With marital consent:

SPOUSE

TIN:

SELLER

Represented by:

SECOND PARTY

SIGNED IN THE PRESENCE OF:

TAKASHI KIRIHARA MEUSSA LAGARDE

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
 ) S.S.

BEFORE ME, a Notary Public for and in \_\_\_\_\_ personally appeared the following:

<u>Name</u>	<u>CTC/Passport No.</u>	<u>Date/Place Issued</u>
-------------	-------------------------	--------------------------

All known to me to be the same person who executed the foregoing instrument consisting of TWO (2) pages including page on which this acknowledgement is contained and sealed with my notarial seal, and they acknowledged to me that the same is their free and voluntary act and deed, as well as corporation in which they represent..

Notary Public

Doc. No. \_\_\_\_\_ :  
Page No. \_\_\_\_\_ :  
Book No. \_\_\_\_\_ :  
Series of \_\_\_\_\_ .

樫名翼

