**De Jesus And Mt. Carmel Memorial Park Inc.**

**Km. 38 PulongBuhangin, Sta Maria, Bulacan**

**PURCHASE AGREEMENT**

This agreement made on **{date}** at Sta. Maria Bulacan by and between De Jesus and Mt. Carmel Memorial Park Inc., a corporation duly organized and existing under the laws of the **Seller** and **{fullName}**, Filipino, of legal age, with residence at **{address}** hereinafter called the **Purchaser**:

**WITNESSETH**

1. **Purchaser** agrees to purchase the perpetual right to use for the interment of human remains only specifically the following described interment space/s in *De Jesus and Mt. Carmel Memorial Park Inc.* in Pulong Buhangin Sta, Maria Bulacan as per Master Map Plan on file in the office of **Seller**:

***Block : Lot: Area : Section:\_\_\_\_\_\_\_\_\_***

1. **Purchaser** agrees to pay **Seller** Ph\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **)** as purchase price for the perpetual right to use a foresaid interment space, the sum total is to be paid by **Purchaser** as follows :

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)** upon signing the agreement and the balance in **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**installments of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** including interest charges of **10%** per annum if payment haven't done every month thereof every \_\_\_\_\_\_\_\_\_ day of each and every month commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ until the entire balance has been fully paid. all payments under this agreement shall be applied first to the Perpetual Care Fund, then to the interest, then finally to the purchase price, and Purchaser hereby agrees to such applications made by the **Seller**.

1. **Purchaser** agrees to pay all payments due without the necessary of any notice or demand. Failure on the part of the **Purchaser** to pay any payment due shall automatically render the entire sue and demandable and shall entitle the **Seller** either immediately receive the full payment of the entire balance including penalties and surcharges thereon or the right to cancel and rescind this Agreement without need of judicial intervention and to forfeit all payments made as liquidated damages in favor of **Seller**. The **Seller** after residing this Agreement, may re-posses the right over the interment space subject of this Agreement, and to hold, sell and dispose the same to any other interested party, without any liability whatsoever to **Purchaser**.
2. **Purchaser** agrees that waiver by the seller of any breach of any of the covenants or conditions contained herein shall not be construed as a waiver of any subsequent breach. Purchaser further agrees that the exercise by Seller of any remedy to protect its rights shall not be construed as a waiver of any other by law.
3. **Purchaser** agrees that until the total consideration provided for above have been fully paid, **Purchaser** shall not be entitled to exercise or enjoy any rights and benefits provided for in this agreement unless the **Seller**, as an act of goodwill, allows the purchaser to exercise or enjoy such rights and benefits even before the full payment of the above consideration. In the event the interment, space subject of this Agreement is composed of the interment spaces described above, defaults in any of the payments due thereby causing the cancellations of this agreement, **Purchaser** hereby agrees that seller will re-enter upon the interment premises described above and transfer any and all remains interred therein to another interment space with a value equivalent to the payments already made net to all expenses incurred and to be incurred by seller as consequences of this agreement and its eventual cancellation.
4. Upon full payment **Seller** will issue to purchase a **CERTIFICATE OF OWNERSHIP** in the form used by the **Seller,** a copy of which **Purchaser** acknowledges he has examined and proved, to the perpetual right to use for the interment of human remains only the above described interment space. This certificate shall be subject to the laws of the Republic of the Philippines and to all the rules and regulations of **De Jesus and Mt. Carmel Memorial Park Inc.**
5. Only finished and permanent materials of size, quality and design conforming to the rules and regulations of **De Jesus and Mt. Carmel Memorial Park Inc.** shall be allowed to mark interments and **Purchaser** agrees to abide and be bound by all such rules and regulations.
6. **Purchaser** may sell, transfer, or assign his perpetual right as user under this agreement at any time subject to the rules and regulations of **De Jesus and Mt. Carmel Memorial Park Inc.**
7. In the event the interment space described above, or any part thereof, including but not limited to the facilities and open spaces integral to the memorial park, shall be subject to real estate tax or any special government assessments or taxations, **Purchaser** agrees to pay **Seller** an amount equal to the amount of real estate tax or special government assessment or allocable to the above described interment space. Any tax due imposed or hereinafter to be imposed by government or any of its agencies on account of this agreement shall be borne exclusively be borne by the **Purchaser.**
8. **Purchaser**or his assigns or successors in interest, upon full payment of the above consideration, shall automatically become a member of the Association formed, or to be formed, among the holders of the **Certificate of Ownership of De Jesus and Mt. Carmel Memorial Park Inc. and Purchaser** hereby agrees to abide and be bound by the rules and regulations of the association.
9. In the event the **Seller** engages the services of legal counsel purposely to enforce the provisions and conditions of this agreement, **Purchaser** agrees to pay seller the entire cost of such services, including other amounts, damages, and fees as maybe necessary, but in no case shall it be less that Php 20,000.00. The Purchaser hereby agrees that the exclusive venue for all suits be the proper courts of Bulacan, Philippines.
10. To issue Certificate of Ownership, after full payment of the above consideration to:

Name :

Address :

Telephone :

1. The terms and conditions hereof shall extend to and binding upon the heirs, executors, administrators, successors, and assigns of the respective parties hereto. as used herein, the singular includes the plural and the masculine includes the feminine.
2. **Purchaser** agrees that he/she has read or had read to him this agreement, that he/she understands its terms and conditions, and that there are no covenants, conditions, warranties, or representation other than those contained herein. This agreement shall not become valid and binding until accepted by **Seller**.

**PURCHASER'S SIGNATURE** Accepted On:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **De Jesus and Mt. Carmel Memorial**

Signature over Printed Name **Park Inc.**

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**Manager - Treasurer**