**SPECIAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

[I/WE], **${buyer\_name} and ${buyer\_spouse\_name}**,[both] of legal age, Filipino[s], and with address at $**{buyer\_address}**, do hereby name, constitute and appoint **${aif\_name}**, of legal age, Filipino and with address at **${aif\_address}**, to be [my/our] true and lawful attorney-in-fact, for and in [my/our] place and stead, to do and perform the following acts:

1. To transact, negotiate and process the purchase from Raemulan Lands, Inc. (“Developer”) of a residential [house and lot unit/condominium unit] (“Unit”) in **${project\_name}** (“Project”) located in **${project\_address}**, particulary described in **Annex “A”**;
2. To sign, execute and deliver the promissory Note(s) in favor of (bank) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ covering the loan granted by said Bank to me (and my spouse) in the principal amount of ${tcp\_in\_words} (P ${tcp}) with interest at the rate and subject to terms and conditions as my Attorney-in-Fact shall agree to, and to be secured by the real estate property which is presently covered by Condominium/Transfer Certificate of Title Number ${cct} / ${tct} of the Registry of deeds of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
3. To sign, execute and deliver the Contract to Sell, Deed of Absolute Sale, and such other instruments, agreements and/or documents necessary to or in connection with the above purchase of the Unit, and to comply with any requirement and deliver any such document as may be requested by Developer relative to the said purchase of the Unit;
4. To perform and comply with all [my/our] obligations and responsibilities under the Contract to Sell, Deed of Absolute Sale and such other agreements or instruments that [I/we] have executed in relation to the purchase of the Unit, including the full payment of the purchase price and such other fees payable to the Developer or its assignees;
5. To apply, negotiate, transact and secure housing loan under [my/our] name[s] from any Banking Institution or any Non-Bank Financing Institution (collectively “Financing Institution”) accredited by the Developer, and for this purpose, the said attorney-in-fact shall have the following powers and authorities in [my/our] behalf:
   1. To comply and deliver all documents and requirements as may needed and/or required by the Financing Institution in connection with our application for housing loan;
   2. To apply for the renewal, extension, increase, rollover and/or restructuring of the housing loan in such amount and under such terms and conditions as may be mutually agreed with the Financing Institution;
   3. To secure and guarantee the payment of the housing loan or any other indebtedness or loan, now existing or which may hereafter be granted to [me/either of us] by the Financing Institution, including renewal, extension, increase, rollover and/or restructuring thereof, by means of mortgage, pledge, assignment or any other form of security or encumbrance on any and all of [my/our] properties, whether real, personal or both, including the aforesaid Unit, under such terms and conditions as [my/our] attorney-in-fact may deem proper;
   4. To transfer and convey by way of mortgage in favor of the Financing Institution [my/our] properties, including the Unit, and all improvements found or attached therein (“Mortgaged Properties”), under such terms and conditions which are normally imposed by the Financing Institution, including the appointment of the mortgagee as [my/our] attorney-in-fact, with full power and authority of substitution, for purposes of: (i) extrajudicial foreclosure and execution of appurtenant deed of conveyance and such other documents as may be necessary in the premises, pursuant to the provisions of Act No. 3135, as amended, and Republic Act No. 8791; (ii) to enter and take possession of the Mortgaged Properties without the need of any formality, and to sell and dispose the Mortgaged Properties to the highest bidder for cash at public auction; and (iii) to perform such other actions that are necessary for extrajudicial or judicial foreclosure in accordance with Act No. 3135, as amended, and Republic Act No. 8791;
   5. To agree and bind me as surety/co-maker for any and all loans, indebtedness or credit accommodations now existing or which may herafter be granted to [me/us] by the Financing Institution, inluding renewal, extension, increase, rollover and/or restructuring thereof;
   6. To claim, receive and accept the proceeds of the house loan or any credit accommodation granted by the Financing Institution, either through cash, check or other modes of payment, with full authority to deposit, endorse or encash such check or other instrument of release of proceeds;
   7. To open, maintain and operate a savings or current account under [my/our] name[s], whether in Philippine Currency or US Dollars, with the Banking Institution which granted the housing loan, or in case the housing loan was granted by a Non-Bank Financing Institution, with any other Banking Institution accredited or acceptable to the Non-Bank Financing Institution. To indicate, confirm and instruct the Financing Institution on the mode of payment for all my/our loans, indebtedness, credit accommodations, and any other obligations with the Financing Institution, including but not limited to, the authority to execute and agree on debit arrangements from said bank accounts in order to pay the agreed installments/amortizations on the housing loan or other credit accommodations granted by the Financing Institution, and also to avail of the Banking Institution’s on-line facilities;
   8. To obtain a facility from the Financing Institution in such amount as may be necessary to pay for the insurance policy such as but not limited to mortgage redemption, credit life insurance and fire insurance policy, procured in connection with my/our loans, indebtedness and credit accommodations, and to sign, execute and deliver application forms, contracts, documents and agreements, as may be necessary or proper in connection with the facility to be obtained at such terms and conditions as my/our attorney-in-fact, may, in his/her discretion, deem to be in my/our best interest and to claim and receive from the Financing Institution any and all documents in relation to the insurance policy procured and/or facility obtained.
   9. To authorize the Financing Institution and/or any of its employees to transact with any government agency(ies) and/or any third party(ies) for the payment of any taxes, penalties, fees and charges (such as but not limited to realty tax, capital gains, creditable withholding tax, documentary stamp taxes), to receive the Certificate Authorizing Registration (CAR), transfer and/or reclassification of the necessary tax declaration(s), and to file and/or request for the conversion of the title covering the Property to electronic title (e-Title) from the concerned Register of Deeds.
   10. To execute any declaration, confirmation or clarification with respect to my/our loans and other credit accommodations, and the Property such as but not limited to a change in certificate of title number, registered owner(s) of the Property, and other details.
   11. To deliver to the Developer the proceeds of the house loan and/or the Letter of Guarantee or such other document proving and ensuring release of the house loan proceeds in favor of the Developer;
   12. To cancel any lien or encumbrance annotated on the Transfer Certificate of Title covering the Unit such as, but not limited to, Section 4, Rule 74 of the Rules of Court, as amended, Section 7 of R.A. No. 26, and/or prior mortgages;
   13. Upon full payment or settlement of the housing loan or other credit accomodation secured by the Unit or any of [my/our] other properties, to claim and receive from the Financing Institution the orginal owner’s duplicate copy of the Transfer Certificates of Title covering such properties;
   14. To execute, sign and deliver deeds, contracts, instruments, agreements, affidavits and other documents as may required and/or necessary for the accomplishment of the foregoing authorities and acts such as, but not limited to, promissory note, loan agreement, deed of mortgage, deed of sale, deed of assignment, surety agreement, chattel mortgage, pledge agreement, dacion en pago, and other related documents, including the amendments/supplements thereto
   15. To receive all correspondences of whatever kind and nature pursuant or relative to any loan and collateral documents executed with Financing Institution, including notice of extrajudicial or judicial actions, sent either personally or by mail or email, or other electronic means of transmission, to the address(es) indicated above and/or to my/our email address and/or to the email address of my/our Attorney-in-fact at [email addresses], and the mere act of sending any correspondence by mail or personal delivery to the said address(es) and/or email address(es), shall be valid and effective notice to me/us, for all legal purposes, and the fact that any communication is not actually received by me/us and/or my/our attorney-in-fact or that it has been returned to the Financing Institution unclaimed, or that no person was found at the address(es) given or that the address(es) is/are fictitious, or cannot be located, shall not excuse or relieve me/us from the effect of such notice.
6. To delegate any of the authorities and powers granted herein to such person or entity whom [my/our] attorney-in-fact may deem fit or proper, and to subtitute any person or entity in [his/her] stead as [my/our] attorney-in-fact;
7. To perform such other acts, which are valid and legal under the premises, in order to accomplish and implement the foregoing powers and authorities and the purposes or acts for which such authorities or powers were granted.

HEREBY GIVING AND GRANTING unto [my/our] said attorney-in-fact full power and authority to do and perform any and all other acts and things necessary and proper to be done in and about the premises as full to all intents and purposes as [I/We] might or could lawfully do if personally present, and HEREBY RATIFYING AND CONFIRMING all that my said attorneys-in-fact shall lawfully do or cause to be done in my behalf by virtue of these presents.

This Special Power of Attorney shall be valid and subsisting unless otherwise revoked or amended by the Principal[s] in writing and duly served upon the Developer and/or the Financing Institution.

IN WITNESS WHEREOF, [I/We] have hereunto set [my/our] hand[s] this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** *With my acceptance:*

*${buyer\_name} ${buyer\_spouse\_name}*

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*${aif\_name}*

SIGNED IN THE PRESENCE OF:

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

${witness1} ${witness2}

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)S.S.

BEFORE ME, this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Philippines, personally appeared the following persons, and presented their respective competent evidence of identity:

Name Valid Gov’t.-Issued ID Date of Issuance/Validity

${buyer\_name} ${buyer\_tin}

who are known to me to be the same persons who executed the foregoing Special Power of Attorney, and acknowledged to me that the same is their free and voluntary act.

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

Doc. No. \_\_\_\_\_\_\_\_;

Page No. \_\_\_\_\_\_\_\_;

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

Series of \_\_\_\_\_\_\_\_\_.