



REPUBLIC OF THE PHILIPPINES
CITY COUNCIL
QUEZON CITY

PROPOSED RESOLUTION NO. _____ S-2018

A RESOLUTION AUTHORIZING THE CITY MAYOR, HONORABLE HERBERT M. BAUTISTA, QUEZON CITY, TO ENTER INTO CONTRACT/AGREEMENT WITH QUALIFIED BENEFICIARIES OF THE CITY'S SOCIALIZED HOUSING PROJECTS, PENDING THE APPROVAL OF THE HOUSING LOAN APPLICATION BEING APPLIED FOR BY THE BENEFICIARIES WITH FINANCING INSTITUTIONS.

Introduced by: **COUNCILOR ALEXIS R. HERRERA**

WHEREAS, the Quezon City Government (LGU-QC), in its desire and thrust to address the lack of affordable and decent housing units in Quezon City, upgrade living conditions in blighted areas by developing them into decent and productive communities, has pursued, through significant milestones, its programs on socialized housing development;

WHEREAS, the fund being utilized by LGU-QC for its socialized housing development are derived from the collections of Idle Land Tax, Socialized Housing Tax, as well as collection from the City's Direct Sale Program;

WHEREAS, the current package/selling price of each socialized housing unit is Four Hundred Fifty Thousand Pesos (Php450,000.00), the amount represents the costs of land, land development and construction of housing unit;

WHEREAS, to be able to sustain its socialized housing program, so as to provide greater opportunities to significant number of Quezon City Informal settlers/residents to own in-city affordable and decent housing, LGU-QC has to recover and roll-over the cost/expenses for each housing unit through beneficiary's housing loan take-out from financing institution;

WHEREAS, pending approval of the loan application of housing beneficiaries with financing institution, which process would take some time due to the informality of the beneficiaries' documents, the Task Force on Socialized Housing and Development of Blighted Areas (TF Housing) has recommended the collection of monthly advance payment of One Thousand Five Hundred per beneficiary upon award of the housing units;

WHEREAS, the accumulated advance payments of each beneficiary shall be deductible from the package/selling price of the housing unit;

WHEREAS, pursuant to Section 455 (b) (1) of Republic Act No. 7160, otherwise known as the "Local Government Code of 1991", the City Mayor shall represent the City in all its transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon the authority of the Sangguniang Panlungsod or pursuant to law or ordinance;

NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE QUEZON CITY IN SESSION ASSEMBLED, to authorize, as it does hereby authorize, the Honourable City Mayor, Herbert M. Bautista, Quezon City to enter into contract/agreement with qualified beneficiaries of the City's socialized housing projects, pending the approval housing loan application being applied for by the beneficiaries with financing institutions.

ADOPTED: _____, 2018

Submitted by:


ALEXIS R. HERRERA
City Councilor

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS :

This Agreement made and entered into in Quezon City, Metro Manila, Philippines, this ___ day of ___ 2018, by and between:

QUEZON CITY GOVERNMENT, a local government unit with offices at Quezon City Hall, East Avenue and Elliptical Road, Diliman, Quezon City, herein represented by its City Mayor, the HON. HERBERT M. BAUTISTA, hereinafter referred to as the "SELLER"

- AND -

WARREN FRANCIS DR. ABAD, single, of legal age, Filipino and with postal address at Building A, 3rd Floor Unit 2, Bistekville 11, Sarmiento St., Barangay Sta. Monica, Quezon City, hereinafter referred to as the "BUYER"

- WITNESSETH -

WHEREAS, the SELLER is the absolute and registered owner of a property situated at Building A, 3rd Floor, Unit 2, Bistekville 11, Sarmiento St., Barangay Sta. Monica, Quezon City and with an area of *TWENTY ONE (21) SQUARE METERS*.

WHEREAS, the SELLER has developed on the subject property a medium-rise building project known as Bistekville 11 and has identified units thereon for sale to qualified Quezon City residents;

WHEREAS, the BUYER is qualified to buy a unit in the said project and has agreed to buy the same from the SELLER, which is more particularly described as follows:

Building A, 3rd Floor, Unit 2, Area: 21 sq.m.

NOW THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions set forth hereunder, the Parties hereto agree as follows:

- I. **PRICE AND MANNER OF PAYMENT**- For and in consideration of the amount of **FOUR HUNDRED FIFTY THOUSAND PESOS (Php450,000.00)** payable in the manner hereinafter provided, the SELLER does by these presents agree and bind itself to sell to the BUYER the herein-above described residential unit, and the BUYER agrees to buy the same subject to the following terms and conditions:
 - a. The price of the subject residential unit shall be paid to the SELLER out of the proceeds of the housing loan to be applied for by the BUYER from the Social Housing Finance Corporation (SHFC).
 - b. Upon execution of this agreement and pending the application and release of the housing loan facility with the SHFC, the BUYER shall pay the SELLER the amount of **ONE THOUSAND FIVE HUNDRED PESOS (Php1,500.00)** a month, as and by way of advance payment (excluding Fire Insurance and Mortgage Redemption Insurance), the same to be paid by the BUYER to the SELLER until the time the BUYER has already obtained the release of his/her housing loan with the SFHC;

- c. The amount of **ONE THOUSAND FIVE HUNDRED PESOS** (Php1,500.00) agreed to be paid by the BUYER to the SELLER representing advance payment shall be paid at the Quezon City Treasurer's Office every 15th of the month without need of demand or the services of a collector;
 - d. It is understood that the amount paid by the BUYER to the SELLER as advance payment shall be deducted from the total contract price of the housing unit;
2. **SPECIAL CONDITIONS AND RESTRICTIONS ON THE USE OF THE RESIDENTIAL UNIT** – Subject to such additional restrictions, reservations, servitudes, etc., as the SELLER, through its designated Estate Management Group and the Homeowners Association in the project site may from time to time adopt and prescribed, the following restrictions shall be observed, to wit:
 - a. The subject lot and residential unit shall be occupied and used exclusively for residential purposes.
 - b. The BUYER shall not introduce any improvements therein unless prior written consent has been obtained from the SELLER.
 - c. The BUYER at his/her exclusive account, shall apply for and pay the cost of connection/installation of electrical, water and other utilities.
 - d. The BUYER shall at any time allow the SELLER access to the subject property to enable the latter to ascertain compliance by the former of the terms and conditions of this agreement.
3. **EXECUTION OF DOCUMENTS/DEEDS** - The Parties agree to execute such other documents and/or deeds that may be required as necessary for the acquisition residential unit.
4. **TRANSFER OF RIGHT** – The BUYER cannot, without written consent of the SELLER, assign, transfer, encumber or alienate in any manner whatsoever any his/her rights or obligation hereunder or arising by virtue of this agreement.
5. **BREACH/DEFAULT** – In case of default, the BUYER hereby agrees and obligates himself/herself to pay a penalty of two (2%) per month on the total amount due but in no case such default or delinquency exceeds three (3) months.

Failure of the BUYER to comply with any of his/her obligations under this Agreement within five (5) days from the demand by the SELLER shall entitle the SELLER to rescind the sale of subject property to the BUYER by written notice at least five (5) days from intended effectivity of the rescission. Such rescission shall entitle the SELLER to disqualify the BUYER from housing program and to forfeit all payments and applied as rental for the use of the property subject to this agreement. The said residential unit shall be vacated and surrendered peacefully by the BUYER to the SELLER, otherwise, the SELLER shall have the legal right to eject the BUYER and enter the housing unit and take possession thereof without need of judicial authorization or court order. The BUYER hereby releases the SELLER or its ASSIGNEE from any and all liabilities, whether criminal or civil, for making such entry and repossession, and agrees to indemnify, exonerate, hold and save harmless the SELLER from and all claims for damages arising out, resulting from, attributed to or in connection with such entry and possession.

6. **NON-WAIVER**- It is hereby understood that the failure of the SELLER to demand compliance with any of the terms and conditions of this contract, or any act or liberality on the part of the SELLER shall not be construed or considered as waiver on the part of the SELLER to enforce the same, nor shall it relieve the BUYER of any its obligations provided in this agreement.
7. **EXPENSES** – The BUYER agrees to pay all the necessary legal and miscellaneous expenses incurred in the preparation of this agreement.
8. **AMENDMENTS** - This agreement may not be amended or modified without written conformity of the Parties concerned.
9. **EFFECTIVITY** . This agreement shall take effect immediately upon the execution hereof and shall be effective upon the heirs , assigns, and/or successors in interest of Parties hereof

IN WITNESS WHEREOF, the parties have unto signed these presents this ____ day of ____ 2018 , in _____ City Philippines.

QUEZON CITY GOVERNMENT

HON. HERBERT M. BAUTISTA
(Seller)

By:

TADEO M. PALMA
Secretary to the Mayor

WARREN FRANCIS DR. ABAD
Buyer

SIGNED IN THE PRESENCE OF:

Republic of the Philippines)
Quezon City, Metro Manila) S.S.
X-----X

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, personally appeared: **TADEO M. PALMA** in his capacity as Secretary to the Mayor with TIN No.125-663-265 and **WARREN FRANCIS DR. ABAD**, with CTC No. _____ issued on _____ in Quezon City, known to me to be the same persons who executed the foregoing **AGREEMENT** consisting of three (3) pages duly signed by the parties and their witnesses, and they acknowledged to me that the same is their free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____ in Quezon City, Philippines.

NOTARY PUBLIC

Doc No. _____;
Page No. _____;
Book No. _____;
Series of 2018.