



NHA-Memorandum Circular No. 2020 - 056

Subject : POLICY GUIDELINES ON THE SETTLEMENT OF OBLIGATIONS OF MATURED AND MATURING ACCOUNTS UNDER THE COMMUNITY-BASED TENURIAL ASSISTANCE PROGRAM (CBTAP)

I. BACKGROUNDER/RATIONALE

The Community-Based Tenurial Assistance Program (CBTAP) is an umbrella program that covers the community based housing approaches namely: Land Tenure Assistance Program (LTAP); and, Community Land Acquisition Support Program (CLASP), in support to the Community Association (CA) needing housing assistance in securing land tenure from NHA or from any government financing institutions since 1994 to wit:

- 1.1 One Hundred Fifty-Four (154) CAs benefitted from the program of which 38 projects tendered full payment with 3,880 units. Twenty (20) projects were approved under Loan Individualization Program and paying directly their monthly amortization to NHA with 1,721 individual accounts.
- 1.2 Two (2) projects from Visayas were foreclosed/cancelled with 320 members due to non-payment. On the other hand, thirteen (13) projects with 1,897 families have lapsed/matured contract, as stipulated in the Conditional Contract to Sell and fourteen (14) projects with 2,941 will soon to mature by December 31, 2020.
- 1.3 Though the Program garnered high collection efficiency rating of 90% on the first decade, some of the project implementers/CAs' collection performance deteriorated due to financial difficulty/incapacity of members to pay their monthly amortization, presence of recalcitrants and organizational problems. Eighty-four (84) CAs applied for Condonation V Program that extended their repayment period from five to thirty years and nine (9) CAs have availed for a shorter period, while twenty-eight (28) CA did not avail.
- 1.5 As of 31 October 2019, there are thirteen (13) matured accounts (LTAP-11 CLASP-2) amounting to Php12,479,309.08 (LTAP-12,431,719.13 and CLASP-47,589.95) principal loan balance.



1.6 The total amount due and demandable is Php 29,704,249.28 broken down as follows.

	Total	LTAP	CLASP
Principal	12,479,309.08	12,431,719.13	47,589.95
Amortization Interest	4,570,427.59	4,570,083.95	343.64
Delinquency Interest	9,104,675.17	9,091,756.97	12,918.20
Overdue Delinquency Interest	3,549,837.44	3,549,174.94	662.5
Total	29,704,249.28	29,642,734.99	61,514.29

II. DEFINITION OF TERMS

For the purpose of this Circular, the terms, words, and phrases used herein shall be defined as follows:

- 2.1 Community Association (CA) - refers to a non-government association of participating members of a community, such as a neighborhood, village, condominium, cooperative, or group of homeowners or property owners in a delineated geographic area duly registered and acting as the project implementer in CBTAP
- 2.2 Active CA Account - project account with approved Subdivision Plan and/or parcelized titles in the name of NHA and paying monthly amortization.
- 2.3 Cash Payment - full payment of principal balance of the CA account (MC 2233 dated May 28, 2009) within one-year period (staggered cash).
- 2.4 Condoned - amortization interest, delinquency interest and overdue delinquency interest incurred due to non-payment of monthly amortization which will be disregarded without protest or censure
- 2.5 Defaulting - failure to pay monthly amortization for three consecutive months
- 2.6 Delinquent - neglect of obligation to pay one monthly amortization
- 2.7 Loan Restructuring - system of re-computing the loan balance by capitalizing the unpaid principal loan balance, amortization interest and penalties



- 2.8 Matured Account - account with expired Conditional Contract to Sell wherein payment of balance is due and demandable as of December 31, 2018
- 2.9 Offsetting Scheme - system for compensating the payments made by the CA versus the lot area based on the original selling price of the project (in favour of fully-paid and updated/advanced individual awardees)
- 2.10 Remaining Balance - principal balance after availment of Condonation Program No. 5
- 2.11 Maturing Account - account with Conditional Contract to Sell expected to mature by December 31, 2020
- 2.12 Loan Individualization - CA account loan (less fully paid individual member's accounts) has been divided into the number of CA members (with unpaid accounts)

III. OBJECTIVES

- 3.1 To prescribe policy, guidelines, and procedures on the settlement of matured and maturing CBTAP accounts;
- 3.2 To offer options and interventions in resolving problems and issues being faced by the community associations in account repayment; and
- 3.3 To speed up the release of individual title to fully paid CA members.

IV. COVERAGE

All matured CBTAP accounts as of December 31, 2018 and maturing accounts by December 31, 2020 with Conditional Contract to Sell under LTAP and CLASP of NHA-Owned properties.

V. POLICY STATEMENT

The NHA, in addressing the identified CA problems and issues, shall encourage the preservation of the community association as NHA's partner in the project implementation of the CBTAP. Likewise, the NHA, in the resolution of community problems and issues, shall liberalize the terms and conditions for the settlement of CAs obligations in the payment of monthly lot amortization.



VI. GENERAL GUIDELINES

All qualified CAs may avail of any or all options available to them:

6.1 Options for Matured and Maturing CA Accounts

6.1.1 Ratio and Proportioning of the Outstanding Balance

All payments made by the community association shall be applied to the equivalent number of lots based on the original selling price.

- a. The CA shall determine the members that tender full payment which shall be covered by a Board Resolution and subject to NHA validation.
- b. Coloured coded subdivision plan is required indicating the lots that are fully paid.

i. Computation of Remaining Balance

Total loan balance less amount offsetted shall be the basis for such as indicated in **Annex A Ratio and Proportioning Template**.

ii. Resale of Remaining Occupied and Unoccupied Lots

The remaining vacant/undisposed lots may be subject for resale. A new selling price shall be determined by CA subject to NHA approval. Subject lots shall be opened to sale through substitution. (**Annex B Resale Value Computation Template**)

6.1.2 There shall be a 100% Condonation of CA's due Amortization Interest, Delinquency Interest and Overdue Delinquency Interest.

6.1.3 Repayment Scheme

- a. Staggered cash payment for two (2) years or twenty four (24) months from the date of execution of the Amendments to Conditional Contract to Sell (CCS); and
- b. Extension of CSS up to a maximum of five (5) years from the date of contract notarization for those CA accounts with vacant/disposed lots for resale.

6.1.4 Incentives

The CA may also enjoy a 20% rebate upon settlement of full payment (outright cash payment of loan balance).



6.1.5 Availment Period

The qualified CA shall be given 30 days from the receipt of the NHA Notice (Form 1) to submit its Application Form (Form 2) and one hundred eighty (180) days grace period from receipt of NHA Notice Form 1 to complete the documentary requirements including individual accounts and the eventual signing of the amended conditional contract to sell after validation of the statement of CA account balance.

For Off-site projects, the NHA shall give the CA six (6) months grace period from receipt of NHA Notice Form 1 to document resale of lots and approve the substitution of CA members based on the established guidelines/criteria of the CA.

6.1.6 Processing Fee

A processing fee of Php500.00 per CA shall be charged.

6.1.7 Sanctions

For CAs who cannot comply 100% with the foregoing options after due notification and provision of technical assistance, shall be charged with an amortization interest for the remaining balance of the account after the lapse of the prescribed availment period in Section 6.1.5 at 3% interest per annum and delinquency interest of 6% per annum of the unpaid balance payable in maximum final grace period of five (5) years.

Community Associations who failed to comply with this final grace period shall be subject to the Cancellation of Award, Forfeiture of Payments made and the total outstanding obligations shall be considered due and demandable.

6.1.8 Delegation of Approving Authority

All CA applications shall be endorsed by the District Manager to the Regional Office for evaluation and approval. (Board Resolution No.6245 dated October 3, 2018)

VII. IMPLEMENTATION PROCEDURES – see Annex C for the Procedural Flow Chart

VIII. REPORTING AND MONITORING

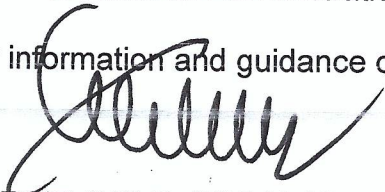
All Regional and District Managers shall monitor the implementation of this Circular and submit a Quarterly Monitoring Report to Financial Services Group (the Accounting and Treasury Departments) copy furnished CSSD during its implementation period.



IX. EFFECTIVITY

This Circular shall take effect 15 days after submission and filing with the Office of National Administrative Register (ONAR).

For information and guidance of all concerned.



MARCELINO P. ESCALADA, JR.
General Manager

Date: 09 October 2020



RATIO AND PROPORTIONING ON THE OUTSTANDING BALANCE - SAMPLE

Name of Community Association	LUPANG PINAGSIKAPAN		
Loan Type	CLASP		
Residential Lot Area (SQM)	3,288.50		
Effective Price/SQM	838.20		
Original Selling Price	2,756,424.00		
Less: 10% Equity by CA			
Less: CISFA for DownPayment	500,000.00		
Original Financial Assistance	2,256,424.00		
CLASP Balance @ <u>October 2019</u>	11,244.38		
Paid Principal Amount (CLASP)	2,245,179.62	% of Paid Principal Amount	99.50%
Equivalent Area of Total Amount Paid (SQM)	3,275.09	% of Paid Lot Area	99.59%
Remaining Unpaid Lot Area (SQM)	13.415	% of Unpaid Lot Area	0.41%
Remaining Principal Loan Balance	<u>11,244.38</u>	% of Unpaid Principal Loan Balance	0.50%
Total No. of Units/ CA Members	75		
No. of Unpaid CA Members	3	% of Unpaid Members	4%

Ratio and Proportioning:

Description	Remaining Principal Loan Balance (CA)	Member's Balance	Ratio and Proportion Against CA Balance	Total
Amount to Amortize, Member 1	11,244.38	683.29	6%	683.29
Amount to Amortize, Member 2	11,244.38	1,412.88	13%	1,412.88
Amount to Amortize, Member 3	11,244.38	9,148.27	81%	9,148.27

*Kindly fill in the shaded part of the excel only.

*Formula if will do manual computation below.

Original Selling Price= Lot Area x Effective Price (SQM)

Original Financial Assistance= Original Selling Price - Equity by CA- CISFA for Downpayment

Equivalent Area of Total Amount Paid(SQM)= (Equity by CA+CISFA for Downpayment+Paid Principal Amount)/ Effective Price per SQM

% of Paid Principal Amount= Paid Principal Amount/Original Financial Assistance

% of Paid Lot Area= Equivalent Area of Paid Principal Amount/ Residential Lot Area (SQM)

Remaining Unpaid Lot Area (SQM)= Residential Lot Area (SQM)- Equivalent Area of Total Amount Paid

% of Unpaid Lot Area= Remaining Unpaid Lot Area/ Residential Lot Area

Remaining Principal Loan Balance= Remaining Unpaid Lot Area (SQM) x Effective Price per SQM

% of Unpaid Principal Loan Balance= Remaining Principal Loan Balance/Original Financial Assistance

% of Unpaid CA Member= Unpaid CA Member/ Total No. of units

Ratio and Proportion against Principal Balance= Members Balance/ Remaining Balance of CA

Total Balance after Ratio and Proportioning = Remaining Balance of CA x Ratio and Proportion against Principal Balance

Note:

>Paid Principal amount should not include Downpayment

>If CA has CISFA for DP Balance kindly add the amount to the Remaining Principal Balance of the CA and of the amount to amortize to get the total amount to be paid by the HOA to consider fully paid.



**NEW SELLING PRICE
DETERMINATION**

Annex B1

Lot Area for Resale (SQM)	159
# of Units for Resale	5
Selling Price per sqm as of <u>(Current Market Value)</u>	1,566.00
Add Principal Balance	<u>125,000.00</u>
New Total Selling Price	<u><u>373,994.00</u></u>
New Selling Price per SQM	<u><u>2,352.16</u></u>

*Kindly Fill in the Shaded part only.

**For manual computation, kindly follow below instruction.

New Total Selling Price= (Lot Area for Resale x Current Market Value) + Principal Balance
New Selling Price per SQM= New Total Selling Price / Lot Area for Resale (SQM)

i.e. 31.8sqm x P2,352.16= P74,798.69 (Total Cost per unit)

Note:

>If CA has CISFA for DP Balance kindly add the amount to the Remaining Principal Balance of the CA and of the amount to amortize to get the total amount to be paid by the HOA to consider fully paid.



ANNEX E2

**PROCEDURAL FLOW CHART
RESALE OF UNOCCUPIED LOTS IN OFF-SITE PROJECTS**

ACTIVITY	RESPONSIBILITY	DETAILS
<p style="text-align: center;">Start</p> <pre> graph TD Start([Start]) --> A[Inventory of unoccupied lots with cancelled/uncancelled CCS] A --> B[Determine the new Selling Price of the Lots] B --> C[Re-sale the unoccupied lots] C --> D[Remit sales proceeds to NHA] D --> End([End]) </pre>	<p>Technical Unit</p>	<p>1. Prepares Subdivision Plan color coding the lots or sizes of property covered by offsetting >Segregating the number of lots with fully-paid accounts and duly validated by the Regional Office Finance and CSS Units >From the remaining unpaid lots, determine the number of unoccupied lots with cancelled/uncancelled CCS >For accounts with uncancelled CCS, process first the required 3 notifications then cancel the CCS End Result- lot inventory for resale at a new selling price</p>
<p style="text-align: center;">Determine the new Selling Price of the Lots</p>	<p>CA</p>	<p>Determines the New Selling Price based on the ff: >Original NHA Selling Price >BIR Zonal/Market Value >Location of the property, e.g. near SM Super Market >Competiveness of the new selling price >Code of Policy on Beneficiary Selection</p>
<p style="text-align: center;">Re-sale the unoccupied lots</p>	<p>District Office CSS Unit</p>	<p>*Encourage housing cooperative formation at this stage Notifies NHA of the CA Board-Approved New Selling Price</p>
<p style="text-align: center;">Re-sale the unoccupied lots</p>	<p>CA</p>	<p>Acknowledges the Notice of New Selling Price</p>
<p style="text-align: center;">Remit sales proceeds to NHA</p>	<p>CA</p>	<p>Offers the lots to qualified member-buyers (1st priority) Offers the lots to external buyers (2nd priority) with capacity to pay</p>
<p style="text-align: center;">Remit sales proceeds to NHA</p>	<p>CA</p>	<p>Remits net proceeds of sale to NHA</p>
<p style="text-align: center;">End</p>	<p>District Office Finance Unit</p>	<p>Issues OR for the CA Payment. Monitors progress of lot resale.</p>
<p style="text-align: center;">End</p>	<p>District Office Finance Unit</p>	<p>Issues OR for the CA Payment. Monitors progress of lot resale.</p>
<p style="text-align: center;">End</p>	<p>District Office CSS Unit</p>	<p>Provide TA in cooperative organizing</p>


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PROCEDURAL FLOW ON APPLICATION FOR SETTLEMENT OF OBLIGATIONS FOR MATURED AND MATURING ACCOUNTS UNDER CBTAP

ACTIVITY	RESPONSIBILITY	DETAILS
<p>START</p> <p>ORIENTATION OF THE OPERATING UNITS ON THE APPROVED MC</p>	<p>CSSD-CRSD</p>	<p>>Provisions of the Approved MC. >Templates to be used: a. Ratio and Proportioning (Paid Principal Amount against Remaining Principal Loan Balance) b. Re-Sale Value (New Selling Price of Property after approval of application) >Procedural Flow of Activities >Forms/ Legal Instruments to be used: a. Form 1 - Notice to Apply for CA b. Form 2 - Application for Settlement of Obligation under CBTAP Matured/Maturing Accounts c. Form 3 - Board Reso Template with authority of the CA President to transact with NHA, e.g. submit Application Forms and supporting documents d.. Form 4 - Request for Approval of Application for Settlement of Obligations e. Form 5 - Notice of Approval f. Form 6 - Amended CCS between NHA and CA</p>
<p>PREPARATION OF THE LIST OF MATURED AND MATURING CA ACCOUNTS (1)</p>	<p>District Office Finance Unit</p>	<p>Prepares the list of matured and maturing CA accounts</p>
<p>FURNISH ACT WITH A COPY OF THE ABOVE LIST</p>	<p>District Office Finance Unit</p>	<p>>Creation of Area Composite Team (ACT) if not available. >ACT Composition: CSS, EM, Finance, and Technical Unit (Head and 3 Members)</p>
<p>DISCUSSION/ STRATEGIZING SESSION (3)</p> <p>1</p>	<p>District Office Area Composite Team (ACT): Head: CSS Unit Members: Finance, EM and Technical Unit</p>	<p>>Communication Plan i.e. Meeting with CA Officers, GA, Block Meeting, House to House, >IEC materials to be used, i.e. Tarpaulin, Poster, Pahayag, Flyers >Materials needed during the orientation: a. Statement of CA Account b. Beneficiary Account Ledger (CA) c. Beneficiary Account Ledger (Individual) >Template in computing for Ratio and Proportioning of Individual Loan Balance vs. Remaining CA Loan Balance >Template in computing Re-Sale Value for Vacant Lots >Schedule conduct of Meetings with CA Officers/ GA/ Block Meetings > Forms to be used in filing CA application: a. Form 1 - Notice to Apply for CA b. Form 2 - Application for Settlement of Obligation under CBTAP Matured/Maturing Accounts c. Form 3 - Board Reso Template with authority of the CA President to transact with NHA, e.g. submit Application Forms and supporting documents d.. Form 4 - Request for Approval of Application for Settlement of Outstanding Obligations e. Form 5 - Notice of Approval f. Form 6 - Amended CCS between NHA and CA</p>


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PROCEDURAL FLOW ON APPLICATION FOR SETTLEMENT OF OBLIGATIONS FOR MATURED AND MATURING ACCOUNTS UNDER CBTAP

ANNEX C

ACTIVITY	RESPONSIBILITY	DETAILS
<p style="text-align: center;">1</p> <p style="text-align: center;">IMPLEMENTATION OF THE COMMUNICATION PLAN</p> <p style="text-align: center;">SUBMISSION OF CA APPLICATION FOR THE SETTLEMENT OF CA OBLIGATION</p>	<p>District Office ACT</p> <p>CA Officer (President)</p>	<p>> Meeting with CA Officers, GA, Block Meeting, House to House info campaign</p> <p>> Production and distribution of IEC Materials</p> <p>A. FULLY-PAID INDIVIDUAL ACCOUNTS:</p> <p>> Accounting Data from the District Office CSS Unit of individual subsidiary ledger/CA member</p> <p>> Validation of fully-paid CA member's account by the Reg'l Office Finance Unit (Concurred by the RM)</p>
	<p>Technical Unit</p> <p>District Office Finance Unit</p> <p>District Office CSS Unit & CA</p> <p>District Office EM Unit & CA</p>	<p style="text-align: center;">Documentary Requirements for Application:</p> <p>1. Prepares Subdivision Plan color coding the lots or sizes of property covered by offsetting</p> <p>2. Computes Offsetting of paid Principal amount versus land area</p> <p>3. Computes Remaining CA Loan Amount</p> <p>4. Computes Individual CA Member's loan obligation on the remaining CA loan amount using the ratio and proportion formula</p> <p>5. Prepares Masterlist of Beneficiaries and Loan Apportionment (MBLA) of CA members with remaining loan balance (after offsetting scheme) and their signature on the conforme column.</p> <p>6. Assist the CA in documenting individual member's remaining loan balance through execution of an Amended CCS between CA and individual members.</p>
<p style="text-align: center;">RECEIVES/ PROCESSES APPLICATION</p>	<p>District Office CSS Unit</p> <p>District Office</p> <p>Regional Office</p>	<p>Receives the application and evaluate the completeness of the documents submitted</p> <p>Endorses the CA application with complete supporting documents to the Regional Office</p> <p>Approves/Disapproves the application</p> <p>1 copy - Regional Office</p> <p>1 copy - District Office</p> <p>1 copy - CSS Unit</p> <p>1 copy - Finance Unit</p> <p>1 copy - Technical Unit</p> <p>1 copy - Legal Unit</p> <p>1 copy - EM Unit</p> <p>1 copy - CA</p>
<p style="text-align: center;">MONITORING AND EVALUATION</p> <p style="text-align: center;">END</p>	<p>District Office Area Composite Team (ACT): CSS, EM, Finance and Technical Unit (Head and 3 Members)</p>	<p>Prepares quarterly report on the implementation of this memo circular for submission to CSSD copy furnished FSG</p> <p>> Conduct of Impact Evaluation study for fully paid CA Accounts.</p>


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Name of Community Association (CA)
(Pangalan ng Samahan)

Name of CA President
(Pangalan ng Pangulo ng Samahan)

Office Address or Location of the Community Association
(Tirahan o Lokasyon ng Tanggapan ng Samahan)

Dear Mr./Ms _____
(Mahal na G./Gng./Bb. _____)

We would like to inform you that pursuant to Memorandum Circular No. 2019-____ dated _____, your community association is qualified to avail the following in relation to the settlement of the CA outstanding obligations on CBTAP lot award with matured/maturing accounts.

(Nais naming ipaalam sa inyo na alinsunod sa NHA Memorandum Circular Bilang 2019-____ na may petsang _____, ang inyong samahan ay maaaring makinabang ng mga sumusunod, kaugnay sa pagsasa-ayos ng inyong atraso sa pagbabayad sa lupang iginawad sa CBTAP na may matured/maturing accounts.)

- 1. Settlement of CA obligations within two (2) years without interest for all member-project occupants**
(Pagbabayad ng obligasyon sa loob ng dalawang (2) taon ng walang tubo para sa lahat ng nakatirang miyembro sa proyekto.)

Answer the attached application form and visit our District Office on or before _____ (30 days from the receipt of this notice; 180 days grace period from receipt of this notice to complete the documentary requirements including individual accounts and the eventual signing of the amended conditional contract to sell after validation of the statement of CA account balance.

(Sagutan ang kalakip na aplikasyon at magsadya sa aming tanggapan sa ika-____ o bago mag _____ [tatlung (30) araw mula sa petsa ng pagtanggap sa sulat na ito para i-sumite ang aplikasyon; 180 na araw ang ibinibigay upang maisaayos ang mga indibidwal na utang at pumirma sa bagong kontrata makaraang mapatunayang tama ang kwenta ng inyong bayarin.)

Hoping that you will visit our District Office on or before _____ for the early and full availment of this program.

(Inaasahan po naming na kayo ay magsasadya sa aming Tanggapan sa ika- o bago mag _____ para sa maaga at lubos na kapakinabangan sa programang ito.)



Respectfully yours
(*Lubos na gumagalang,*)

District Manager

Received by: _____
Name and Signature
(*Tinanggap ni:* _____
Pangalan at Lagda)

Date of Receipt: _____
(*Petsa ng Pagtanggap* _____)

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**APPLICATION FOR SETTLEMENT OF OBLIGATIONS UNDER THE
CBTAP (LTAP/CLASP) MATURED ACCOUNT
(APLIKASYON PARA SA PAGBABAYAD NG OBLIGASYON SA ILALIM NG
CBTAP (LTAP/CLASP) MATURED ACCOUNTS)**

Application No. _____
(Aplikasyon Bilang _____)
Date: _____
(Petsa: _____)

The Regional Manager
National Housing Authority
(Punong Tagapamahala sa Rehiyon
National Housing authority)

Thru : The District Manager
(Sa Pamamagitan ng: District Manager)

Dear Mr./Ms. _____
(Mahal na G. /Gng. /Bb. _____)

Pursuant to NHA Memorandum Circular No. 2019- _____ dated _____ 2019,
we, members of the _____ (name of
community association) with address at
_____, would like to apply for the
settlement of obligations for the purchased lot under the NHA CBTAP
matured/maturing accounts.

*(Alinsunod sa NHA Memorandum Circular No. 2019 - _____ na may petsang
_____ 2019, kaming mga kasapi ng samahan (Pangalan ng
Samahan _____ ng lokasyon/address
_____ ay nais pong mag-aplay para sa pagbabayad ng
obligasyon sa aming nabiling lote na kabilang sa matured/maturing accounts sa National
Housing Authority.)*

Attached herewith are the following documents:

- CA Board Resolution authorizing the President to transact with NHA
- Valid ID issued by any government entity with photo and signature such

as:

_____ Voter's Affidavit/ID
_____ SSS/GSIS ID
_____ Postal ID
_____ Passport
_____ Others (please indicate) _____

(Kakabit nito ang mga sumusunod na papeles:



- () CA Board Resolution ng binibigyang kapangyarihan ang Pangulo ng Samahan na makipag ugnayan sa NHA
- () ID nagmula sa Pamahalaan na may litrato at lagda ng Pangulo, tulad ng:

_____ Voter's Affidavit/ID
_____ SSS/GSIS ID
_____ Postal ID
_____ Passport
_____ Others (please indicate) _____)

Respectfully yours,
(Lubos na gumagalang,)

Name and Signature of CA President

Pangalan at Lagda ng Pangulo

For the Community Association: _____
Para sa Samahan: _____

Based on CA Board Resolution No. _____ dated _____
(Ayon sa ng Resolusyon ng Samahan bilang _____ petsang _____)

.....
Received the documents and certified complete by: _____
CSS Unit Staff

Date

(Tumanggap ng Papeles at Nagpatotoo na kumpleto: _____
CSS Unit Staff

Petsa)



 Name of Community Association

 Address/Location

(

 Pangalan ng Samahang Pangkomunidad

 Address/Lokasyon)

BOARD RESOLUTION NO. _____
(KAPASYAHAN NG LUPON BILANG _____)

AUTHORIZING THE CA PRESIDENT TO TRANSACT WITH NHA
(BINIBIGYANG KAPANGYARIHAN ANG PANGULO NG SAMAHAN PARA
MAKIPAG-UGNAYAN SA NHA)

WHEREAS, _____ (name of community association would like to avail Memorandum Circular No. 2019-_____ dated _____ for the settlement of outstanding obligations for the purchased lot under the NHA CBTAP matured accounts;

(NA ANG, _____ (Pangalan ng samahan) ay nais makinabang sa NHA Memorandum Circular No. 2019-_____ na may petsang _____ para sa pagbabayad ng bayarin sa nabiling lote na kabilang sa matured accounts ng NHA.)

RESOLVED, as it is hereby resolved by the Board of Directors that Mr./Ms _____, in his/her capacity as the CA President be AUTHORIZED to transact with the NHA, apply for the settlement of obligations for the purchased lot under the NHA CBTAP matured accounts, sign the amendatory contract, and undertake other necessary actions for the availment of the said program;

(NGAYON, KAYA, PINAGKAISAHAN AT TALAGANG PINAGTIBAY ng Lupon ng mga Direktor na si G./Gng./ Bb. _____ sa kanyang kapasidad bilang Pangulo, ay binibigyan ng karapatan na makipag-ugnayan sa NHA, mag-aplay para sa pagbabayad ng obligasyon sa nabiling lote na kabilang sa matured accounts ng National Housing Authority, lumagda sa amendatory contract at gawin ang lahat ng iba pang aksyon na pakinabangan ng samahan ang naturang programa)

Issued on _____ at _____
 Date Location
(Ginawa ngayong _____ sa tanggapan ng Samahan sa
 _____ Petsa Lokasyon)



Certified correct by:
(Pinagtibay na Tama)

Name and Signature of Secretary

(Pangalan at Lagda ng Kalihim)
Page 2

Approved by the Board of Directors
(Inaprubahan ng Lupon ng mga Direktor)

Name and Signature of board of Directors:
(Pangalan at Lagda ng Lupon ng mga Direktor)

- | | |
|----|----|
| 1. | 5. |
| 2. | 6. |
| 3. | 7. |
| 4. | |

SUBSCRIBED AND SWORN TO before me on _____ at _____
the affiant exhibiting his/her government issued ID with No. _____ issued on
_____.

NOTARY PUBLIC

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



Project Name _____

_____ Date

MEMORANDUM

F O R : The Regional Manager
Region _____

SUBJECT : REQUEST FOR APPROVAL OF APPLICATION FOR
SETTLEMENT OF OBLIGATION OF CBTAP MATURED AND
MATURING ACCOUNTS UNDER MEMO CIRCULAR NO. 2019-

Endorsing for the approval of the Regional Manager, the application of (Name of Community Association)/(CA) for the settlement of obligations under the CBTAP matured and maturing accounts (LTAP/CLASP projects).

Attached are the following documentary requirements in compliance to MC No. 2019-_____ dated _____.

- _____ Filled-up CA Application Form
- _____ CA Board Resolution Authorizing the CA President to Transact
- _____ With NHA
- _____ Notarized CA Resolution Authorizing the CA President to Transact with NHA

DISTRICT OFFICE RECOMMENDATION:

The District Office finds the CA application and all supporting documents complete and in order.

Approval of the application is therefore recommended.

DISTRICT MANAGER

APPROVED/DISAPPROVED:

REGIONAL MANAGER

DATE



Project Name _____

_____ Date

NOTICE OF APPROVAL

Name of Community Association

Address _____

Thru: NAME OF CA PRESIDENT

Dear _____,

We are pleased to inform you that your application for settlement of outstanding obligations of CBTAP matured/maturing account is APPROVED per NHA Memorandum Circular 2019-_____ dated _____.

In view hereof, please coordinate with the Community Support Services Unit of _____ (name of project) within five (5) days from receipt of this notice for the signing of the Amendatory Contract. Please bring with you any government issued ID (with picture and signature).

Please be guided accordingly.

Very truly yours,

By Authority of the General Manager

Received by: _____
Signature over Printed Name

Date: _____



AMENDMENTS TO CONDITIONAL CONTRACT TO SELL

Dated _____

KNOW ALL MEN BY THESE PRESENTS:

This amendatory contract made and executed into this ____ day of _____ in Quezon City by and between:

The NATIONAL HOUSING AUTHORITY, a government corporation organized and existing under and by virtue of Presidential Decree No. 757, as amended, with principal office and postal address at the Elliptical Road, Diliman, Quezon City, Metro Manila, represented in this act by its Regional Manager, Region ____ Office, _____, pursuant to Memorandum Circular No. ____ dated _____, hereinafter referred to as the VENDOR;

-and-

_____, INC., a non-stock, non-profit association duly registered and existing under and by virtue of the Laws of the Philippines with office address at _____ represented in this act by its President, _____, hereinafter referred to as the VENDEE.

WITNESSETH: That –

WHEREAS, on _____ the VENDOR and VENDEE have executed a Conditional Contract to Sell involving certain parcel/s of land located at _____ which property/ies is/are identified and known as _____ (Project). Copy of said Conditional Contract to Sell is hereto attached and marked as Annex "A" hereof;

WHEREAS, pursuant to Memorandum Circular No. 2019-_____ dated _____ 2019, the VENDOR has approved the application of the VENDEE for the settlement of its obligations for the purchased lot under the CBTAP Matured/Maturing account with NHA with extension/no extension in the repayment period effective _____. Copy of said approval is hereto attached and marked as Annex "B" hereof;

NOW, THEREFORE, for and in consideration of the foregoing premises, the VENDOR and the VENDEE hereby agree to amend the aforesaid Conditional Contract to Sell and bind themselves to the following conditions:



1. The VENDEE shall pay the VENDOR the remaining loan balance in the sum of _____ (P _____);
2. The remaining loan balance shall be payable for a period of ____ years staggered cash and in _____ (____) equal monthly installments equivalent to _____ (P _____) payable without any need of demand within the first five (5) days of each month commencing on _____ 20__ and ending on _____ 20__;

The VENDEE's new schedule of monthly amortization is hereto attached as Annex "C" consisting of ____ pages which has been read and accepted by the VENDEE;

3. If the VENDEE maintains an updated account, the VENDOR, upon request of the VENDEE, shall recompute the CA regular monthly amortization in its Billing and Collection System, on a quarterly basis, for all advances made by the VENDEE to the principal balance resulting from the remittance of full-payment/s made by individual member-beneficiaries to the VENDEE;
4. The VENDEE hereby agrees to support all its advances/full-payments made to the principal balance with a certified copy of its abstract of collection indicating therein the names of members who made the full-payments and that a letter-request to recompute the VENDEE's regular monthly amortization indicating therein the names of members who made the full-payment during the quarter and their regular monthly amortization with the VENDEE shall be officially sent to the VENDOR on a quarterly basis;
5. The VENDOR, upon request of the VENDEE, shall allow the parcellation of the mother title of the subject property once the project's subdivision plan is approved by the Land Management Services (LMS). However, the individual lot titles shall be registered in the name of the VENDOR and the parcellation and registration expenses shall be charged to the VENDEE;
6. The VENDOR, upon request of the VENDEE, shall allow the individualization of the community loan once the individual lot titles of the project are already registered in the name of the VENDOR and if the present manpower complement of the Project Office can handle the sales documentation, creation and maintenance of the additional CCS accounts;
7. The VENDOR, upon request of the VENDEE, shall allow the transfer of individual lot titles of the subject property in the name of individual member-beneficiaries of the VENDEE provided they have paid in full their obligations under the program and have submitted all supporting documents required by the VENDOR;



8. Upon perfection of this amended CCS, the VENDEE hereby agrees to execute an amended conditional contract to sell in favor of its individual member-beneficiaries to implement settlement of obligations for the purchased lot under the matured CBTAP account for their individual loan balance/counterpart in the community loan;
9. Once the community loan is individualized by the VENDOR or once all lot titles of the subject property is released by the VENDOR to the individual member-beneficiaries who have paid in full their accounts with the VENDEE or once the VENDEE has settled all its obligations under section 2, this contract is considered terminated;
10. All expenses for the preparation, notarization and registration of this amendatory contract shall be for the account of the VENDEE;
11. This amendatory contract shall be binding upon the heirs, executors, administrators, successors-in-interest of the respective parties hereto; and
12. All provisions of the original contract which were not hereto amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed these presents on the date first above written in Diliman, Quezon City, Metro Manila.

NATIONAL HOUSING AUTHORITY _____, INC.

By:

By:

Regional Manager
Region _____

President

SIGNED IN THE PRESENCE OF :



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____) S.S.

BEFORE ME, a Notary Public, for and in _____ personally appeared _____, in his capacity as the Regional Manager of the NHA, _____ with Government Issued ID No. _____ issued at _____ on _____ and _____, in his capacity as President of _____, INC. with Government Issued ID No. _____ issued at _____ on _____ both known to me and to me known to be the same persons who executed the foregoing amendments to CCS dated _____ consisting of three (3) pages including this page containing the Acknowledgment, and acknowledged to me that the same is their voluntary act and deed and that of the entities they represent.

WITNESS MY HAND AND SEAL this ____ day of _____ in the place first above written.

NOTARY PUBLIC

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

