

KEYS 2PROSPERITY REALTY
DEVELOPMENT CORPORATION

2025



COMPANY PROFILE & PROJECTS SUMMARY

Prepared for:

KEYS 2PROSPERITY REALTY DEVELOPMENT CORPORATION

ABOUT THE COMPANY

The **K2P** Group started in 2017 with **PYOOR ESSENTIALS INT'L.** and **KEYS 2 PROSPERITY INNOVATIONS, INC.,** distribution companies of organic skin care and food supplements with global offices in the Philippines, U.A.E., Hongkong and Australia in 2018.

Business affiliation was established with the manufacturing company, **ORGANICOLOGY**, to cater to the growing demand for white label clientele. In 2019, the K2P Group entered into the financial and blockchain technology with **SUPERPAY** and its online wallet, **SURGEPAY**, that is available for download in IOS and Android and currently undergoing final stages of security testing by the Central Bank of the Philippines for full launch in 2024.

With more than eighty hectares of prime land primarily in the province of Pangasinan, the K2P Group ventured into property development with **KEYS 2PROSPERITY REALTY DEVELOPMENT CORPORATION** through partnership and employment of seasoned real estate professionals with more than 100 years of cumulative relevant experience with verifiable results from the largest developers in the Philippines. Early initiative included funding of cash-strapped developments in the City of Alaminos, Pangasinan, as well as several single family dwellings in high end villages in Pampanga and Pangasinan. **PROSPER8Y HOTELS & RESORTS**, the hotel arm of K2P is also planning construction of hotels and resorts in Baguio City and other beach and vacation destinations.

 **REPUBLIC OF THE PHILIPPINES**
SECURITIES AND EXCHANGE COMMISSION
Ground Floor, Secretariat Building, PICC Complex,
Pasay City, Metro Manila



COMPANY REG. NO.: 2022040048150-07

CERTIFICATE OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the Articles of Incorporation and By Laws of:

Keys 2Prosperity Realty Development Corporation

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation in accordance with the Revised Corporation Code of the Philippines (Republic Act No. 11232), which took effect on February 23, 2019 and copies of said Articles of Incorporation and By Laws are hereto attached.

This Certificate grants juridical personality to the corporation but does not authorize it to issue, sell or offer for sale to the public, securities such as but not limited to, shares of stock, investment contracts, debt instruments and virtual currencies without prior Registration Statement approved by the Securities and Exchange Commission; nor to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing/lending company, and time shares/club shares/membership certificate issuers or selling agents thereof; nor to operate a fiat money to virtual currency exchange. Neither does this Certificate constitute a permit to undertake activities for which other government agencies require a license or permit.

This Certificate **DOES NOT AUTHORIZE INVESTMENT SOLICITATION AND INVESTMENT-TAKING WITHOUT A SECONDARY LICENSE FROM THIS COMMISSION.**

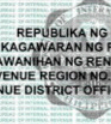
As a registered corporation, it shall submit annually to this Commission the reports indicated at the back of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed to this Certificate at Ground Floor, Secretariat Building, PICC Complex, Pasay City, Metro Manila, Philippines, this day of 01 April Two Thousand Twenty Two.


GERARDO F. DEL ROSARIO
Director
Company Registration and Monitoring Department

For SEC use only:
LARI (PSIC) as created:
Stock Corporation:
Less: Share & Investment:
DOCUMENTARY STAMP TAX PAID

BIR FORM
2303
REVISED: APRIL 2019

 **REPUBLIKA NG PILIPINAS**
KAGAWARAN NG PANANALAPI
KAWANHAN NG RENTAS INTERNAS
REVENUE REGION NO. 07B - EAST NCR
REVENUE DISTRICT OFFICE NO. 043 - PASIG

OCN: 043RC2023000001286
Date OCN Generated: February 17, 2023

CERTIFICATE OF REGISTRATION

TIN & BRANCH CODE	NAME OF TAXPAYER	TIN ISSUANCE DATE
621-903-202-00000	KEYS 2PROSPERITY REALTY DEVELOPMENT CORPORATION	February 17, 2023

REGISTERING OFFICE	REGISTERED ADDRESS
X Head Office	UNIT 503 OMM-CITRA BLDG SAN MIGUEL AVE. ORTIGAS CENTER SAN ANTONIO 1605 CITY OF PASIG NCR, SECOND DISTRICT PHILIPPINES

TAX TYPES	FORM TYPES	FILING START DATE	FILING FREQUENCY	FILING DUE DATE
CORPORATE INCOME TAX	1702	January 1, 2024	ANNUALLY	On or before the 15th day of the 4th month following the close of the taxpayer's taxable year.
CORPORATE INCOME TAX	1702Q	April 1, 2023	QUARTERLY	Within sixty (60) days following the close of each of the first three (3) quarters of the taxable year.
WITHHOLDING TAX - COMPENSATION	1601C	March 1, 2023	MONTHLY	On or before the 10th day of the month following the month when the withholding was made except for taxes withheld for December which shall be filed and paid/remitted on or before January 15 of the succeeding year.
WITHHOLDING TAX - COMPENSATION	1604C	January 1, 2024	ANNUALLY	On or before January 31 of the year following the calendar year in which the compensation payment and other income payments were paid or accrued.
WITHHOLDING TAX - EXPANDED/OTHERS	0619E	March 1, 2023	MONTHLY	On or before the 10th day of the month following the month in which withholding was made.
WITHHOLDING TAX - EXPANDED/OTHERS	1601EQ	April 1, 2023	QUARTERLY	Not later than the last day of the month following the close of the quarter during which withholding was made.
WITHHOLDING TAX - EXPANDED/OTHERS	1604E	January 1, 2024	ANNUALLY	On or before March 1 of the year following the calendar year in which the income payments subject to expanded withholding taxes or exempt from withholding tax were paid or accrued.
VALUE ADDED TAX	2550Q	April 1, 2023	QUARTERLY	Not later than the 25th day following the close of each taxable quarter.
REGISTRATION FEE	0605	January 1, 2024	ANNUALLY	On or before the last day of January.

Page 1 of 2



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION
Ground Floor, Secretariat Building, PICC Complex,
Pasay City, Metro Manila



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GERARDO F. DEL ROSARIO
Director

Company Registration and Monitoring Department

For SEC use only
1681 (PSIC as reserved)
Stock Corporation
Less Than 5 Incorporators

DOCUMENTARY STAMP TAX PAID

BIR FORM

2303

REVISED: APRIL 2019

REPUBLIKA NG PILIPINAS
KAGAWARAN NG PANANALAPI
KAWANIHAN NG RENTAS INTERNAS
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KEYS 2PROSPERITY REALTY DEVELOPMENT CORPORATION

TAXPAYER'S COPY

BILL NO. **77429** -A

NOTE: **TOP NO: 2024-18262**

THIS PERMIT WILL EXPIRE ON DEC. 31, 20**24**

TO WHOM IT MAY CONCERN:

PURSUANT TO THE METROPOLITAN MANILA REVENUE CODE, ORDINANCE NO. 82-03, AFTER PAYMENT OF AS TAXES, FEES AND CHARGES, ETC. AND COMPLIANCE WITH EXISTING REQUIREMENTS PERMIT IS HEREBY GRANTED TO HEREIN TAXPAYER.

REPUBLIC OF THE PHILIPPINES
CITY OF MANDALUYONG
OFFICE OF THE MAYOR
MAYOR'S PERMIT

Page 1 of 1
MP FORM NO. 01
ACCOUNT NO. **MC-2024-02**

REPUBLIC OF THE PHILIPPINES
CITY OF MANDALUYONG
015903

TAXPAYER'S NAME: **KEYS 2PROSPERITY REALTY DEVELOPMENT CORPORATION**

BUS CODE: **033** ACCOUNT NO: **MC-2024-02540** STATUS: **NEW** AREA: **10.00** DATE BILLED: **09/24/2024** MAYOR'S PERMIT NO: **24-17635**

LOCATION ADDRESS OF BUSINESS: **809 PIONEER HIGHLANDS CONDOMINUM, PIONEER, BRGY. BARANGKA LAYA**

KIND OF BUSINESS/OC: **REAL EST DEVELOPER** BUSINESS TRADE NAME: **KEYS 2PROSPERITY REALTY DEVELOPMENT CORPORATION**

BKCD	KIND OF FEE/TAX	TAX BASE	TAX AMOUNT	SUR/INT	TOTAL	PERIOD
	REAL EST DEVELOPER	10,000,000.00	5,000.00	0.00	5,000.00	2024, Q3
	Mayor's Permit Fee		5,250.00	0.00	5,250.00	
	Environmental Fee		289.00	0.00	289.00	2024, Q3
	Sanitary Permit Fee		116.00	0.00	116.00	
	Building Insp. Fee		120.00	0.00	120.00	
	Electrical Insp. Fee		296.00	0.00	296.00	
	Plumbing Insp. Fee		80.00	0.00	80.00	
	Sign/Billboard Insp. Fee		120.00	0.00	120.00	
	Plate Fee		220.00	0.00	220.00	
	Sticker Fee		66.00	0.00	66.00	
	Sanitation Insp. Fee		100.00	0.00	100.00	
	Loc. Clearance Fee		388.81	0.00	388.81	
	Fire Safety Insp. Fee		1,097.22	0.00	1,097.22	
	Barangay Clearance Fee		580.00	0.00	580.00	
	CTC - Basic Tax (Corporate)		500.00	0.00	500.00	

SEP 30 2024

OFFICE ONLY

STRICT COMPLIANCE TO MOA

APPROVED BY AUTHORITY OF THE CITY MAYOR

CATHERINE DE LEON ARCE
CHIEF, BPLD

NOTE 1 EXHIBIT THIS PERMIT IN A CONSPICUOUS PLACE IN YOUR ESTABLISHMENT. NON-DISPLAY IS SUBJECT TO FINE.

NOTE 2 This permit is only a privilege and not a right, subject to revocation for any violation of existing laws and ordinances.

NOTE 3 Surrender this permit upon termination or retirement of business to avoid tax liability.

NOTE 4 NO ENCROACHMENT ON THE SIDEWALK.

TREASURY DEPARTMENT

Amount in words: Thirteen thousand seven hundred three

CHECK ☐ CASH ☐

CHECK NO. _____

BANK _____

RECEIVED FOR **David T. Avila**
5671745
09/25/2024
TELLER NO. _____ TREASURER

VALID ONLY AT THE BUSINESS ADDRESS INDICATED **14,203.03** **0.00** **14,203.03**

Encoder: **Carol S. Santos** TOTALS → **1,097.22**
14,203.03

Please Secure Sanitary right after issuance of Mayor's Permit. Non-compliance is subject to P2,000 penalty for 1st offense. See ordinance 312 Series 2005 for further information.

This bill becomes your Mayor's Permit and Official Receipt when Machine Validated by the Treasury Cash Register Machine.

MACHINE VALIDATION

This establishment MUST issue

RECEIPT/INVOICE

for each service rendered/sale of goods.

KEYS 2PROSPERITY REALTY DEVELOPMENT CORPORATION

Business Name

Registered Name

621-903-202-00000

TIN and Branch Code

BUREAU OF INTERNAL REVENUE
PHILIPPINES

2 TO 4 YEARS IMPRISONMENT
FOR NON-ISSUANCE OF RECEIPT/INVOICE
REPORT VIOLATORS TO ANY OF THE FOLLOWING:

- ☐ Telephone No. 8981-7030
- ☐ contact_us@bir.gov.ph
- ☐ commissioner@bir.gov.ph
- ☐ ANY BIR OFFICE

This NOTICE must be posted within this establishment in an area conspicuous to the public view.

OUR GOAL

Our vision is to be the leading real estate service provider in the region and the preferred place of employment for real estate professionals. We consistently strive to develop collaborative partnerships, based on transparency and mutual trust, which serve to build enduring client relationships. As we expand, we're committed to these principles, which have served our company and clients through the years.

We're dedicated to achieve our vision by creating an energetic, positive, results-driven work environment focused on the investment and development of long-term relationships. We measure our success by the results delivered to clients. Our ethics are built on our commitment to offer superior customer service, combining an entrepreneurial flair and bespoke service of a fast-growing organization.

Communication, commitment and client care are the core values that emanate throughout every activity that we undertake. By listening and taking the time to understand our client's needs, we're able to purvey comprehensive, holistic real estate advise. We're proud to consistently delivery exceptional results to optimize the value of our client's property assets, at home and abroad.

Keys 2Prosperity Realty Development corporation's success is rooted in it's core values. Values that define who we are and how we conduct ourselves. It is the bond. that ties us together and gives our organization strength. To succeed at K2P Realty, our employees must be earnest believers in these values, exhibiting a sincere commitment to all that K2P Realty aspires to be.

COMPANY VALUES

HONESTY & INTEGRITY - The highest standard of Integrity and Honesty will permeate all of our actions.

HUMILITY - We are always learning. We will not allow personal or corporate arrogance to get in the way of progress and success.

EXCELLENCE - We take pride in what we do and our pursuit of a "BETTER WAY" never ends. We have an intense sense of urgency in everything we do.

CANDOR & OPENNESS - We will respectfully tell each other the truth, both good and bad. Politics will not be allowed to get in the way of our pursuit of excellence.

UNPARALLELED SERVICE - We aim to be the standard of service excellence against which others measure themselves in our industry with the "K2P WAY".

TEAM FIRST - While we encourage and reward individual achievements, we make team success a priority. We will take personal sacrifices to ensure the team succeeds.

PRUDENT COST MANAGEMENT - We will make careful and sensible value-based decisions about all the money and resources entrusted to us by our investors.

Message from the

***CHAIRMAN of the BOARD
& CHIEF EXECUTIVE OFFICER***



ELMER P. DESPI

Relevance to the times, dynamic thinking and focus on customer satisfaction is a key aspect in the business success of K2PRDC. It is our role to take the lead and be proactive in today's property market, taking advantage of the best opportunities available in the Real Estate industry. As a young company composed of individuals with years of relevant experience with verifiable results from the Philippine's largest property developers, we are ambitious and constantly strive to shape our own destiny. Setting fundamentals, not only from the best practices gained from working with our competitors, but also by our confidence in our creativity and pioneering approach to business. We endeavor to be one of the fastest growing real estate firm to ever set up in the Philippines.

One of the things that set us apart from the rest is our business ethics. Professionalism and our drive to deliver customer service to a different level enabling us to create long lasting relationships with our internal and external clients. We believe that Keys 2Prosperity Realty Development Corporation will soon be a force to be reckoned with as the developer of choice in Real Estate.

“ In life.. lots of people know what to do but few people actually do what they know. Knowing is not enough.. You must take action! Push yourself beyond your known limits and Make Things Happen!”

MEET THE **TEAM**



MARIA OHARA LEE - *DIRECTOR / CHIEF FINANCE OFFICER*

Ms. O is the backbone of the company with her expertise in financial management with concurrent positions for profit and non-profit organizations. She advocates the organic lifestyle and has the passion for businesses that will benefit the common good.



JOCELYN SOTELO - *DIRECTOR / CHIEF MARKETING OFFICER*

Josie is a seasoned real estate marketing professional with more than 30 years of relevant experience notably with Megaworld International in Japan and Australia. She is also heading the Melbourne office of the K2P Innovations Inc. business.



Engr. JON JON PANGILINAN - *DIRECTOR / DIVISION HEAD*

A licensed Civil Engineer by profession with an extensive experience in the construction industry for more than 30 years. With notable expertise in land development, vertical construction, parks and amenities, special structures and other horizontal projects. He and his team is well versed in project consultation, design and management.



Archt. JOSELITO NOEL CRUZ - *HEAD, ARCHITECTURAL DESIGN DIV.*

Archt. Joey is a seasoned designer for almost 15 years in actual construction. With a penchant for design, some of the well known japanese restaurants landed on his table for interior design and fit-out along with some of the “high-end” residential houses in some executive villages in Metro Manila.

BUSINESS GROWTH

After funding a stagnant development project in the City of Alaminos Pangasinan, K2P was poised to launch the *MaCari Townhomes* in a 2.2 hectares (approx. 5 acres) property as well as the 3-Star *Prosper8y Hotel* in Baguio City as initial residential and hospitality projects in 2022. Another opportunity arose when the Philippine President, H.E. Ferdinand “Bongbong” R. Marcos Jr. launched the *Pambansang Pabahay Para sa Pilipino Housing (4PH) Program*, through the Department of Human Settlements and Urban Development (DHSUD) in December 2022.



Macari Townhomes
Alaminos City, Pangasinan



Prosper8y Hotel
Baguio City, Benguet

Keys 2Prosperity Realty Development Corporation saw the 4PH program as a viable business opportunity that will not only help millions of Filipinos through turnkey development of affordable housing but also as an opportunity to fast-track the excellent track record of the Company by delivering 20,000 quality housing units in various cities and municipalities in the next five years. The K2P Board decided to divert the funding and resources for MaCari Townhomes and Prosper8y Hotel-Baguio towards various 4PH projects in Pangasinan, Bataan, Sorsogon and Samar in coordination with the Local Government Units, the DHSUD and relevant housing agencies.

Keys 2Prosperity Realty Development Corporation is also in the process of investing in relevant construction technology that is better, faster, more affordable and sustainable than what is available in the country today.

ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

Greenwoods Executive Village, Cainta Rizal



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

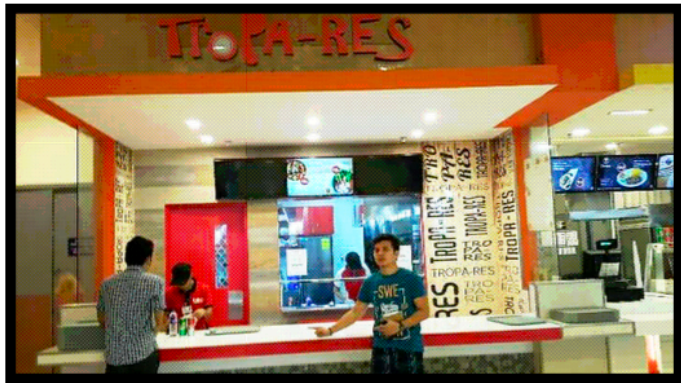
Valle Verde 5, Pasig City



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

Tropares @ SM Masinag Food Court Antipolo



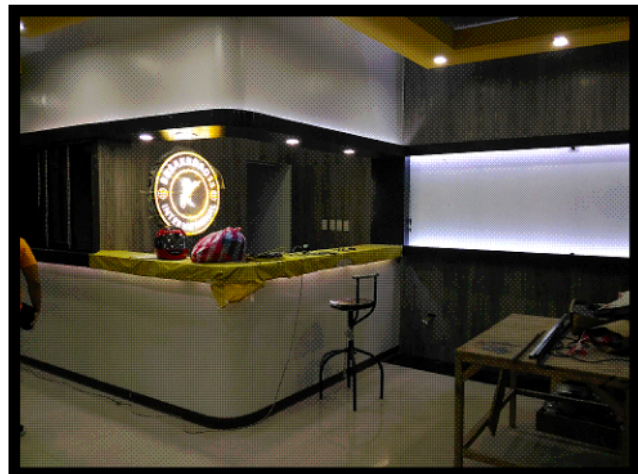
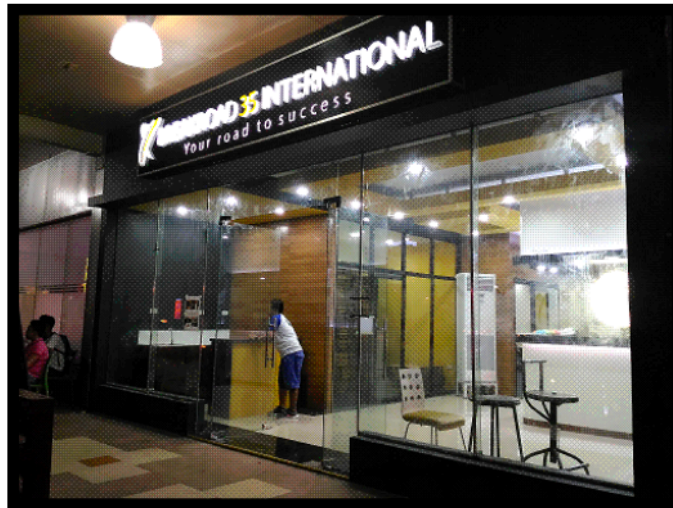
Interior renovation @ The Pearl Place Ortigas



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

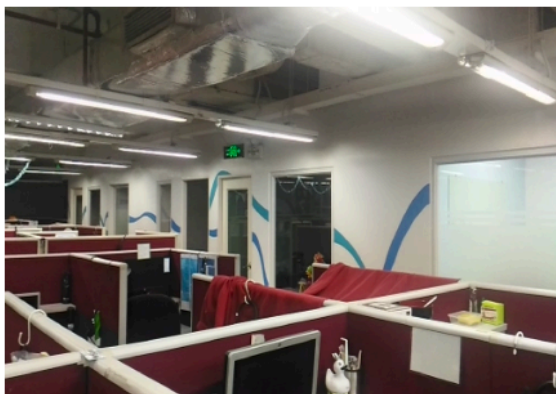
Breakroad 35 @ Metrowalk, Ortigas Pasig City



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

go FLUENT Northgate, Alabang



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

TCL Online Services Incorporated, Alabang



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

Repainting & Re-tiling Works

Ippudo Restaurant Ayala Mall



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

WATSONS, BF HOMES AGUIRRE PARAÑAQUE

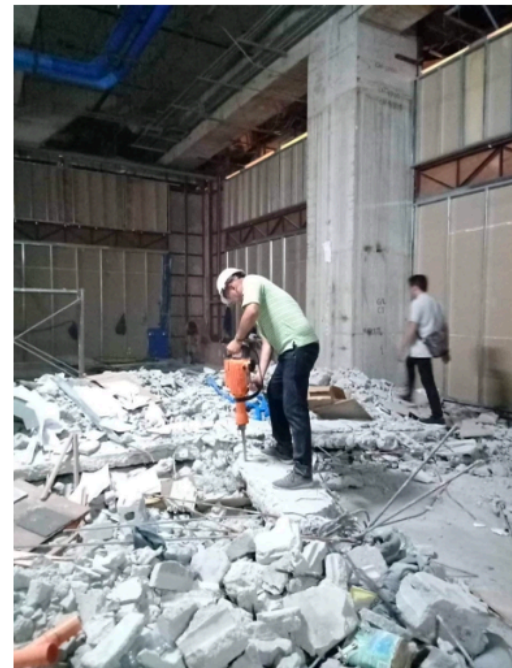


ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

Sun Kitchen, Newport, Pasay City

Demoliton Project



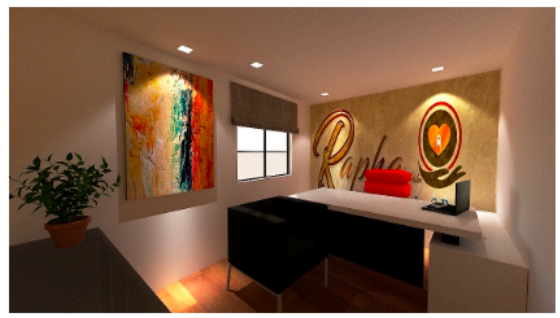
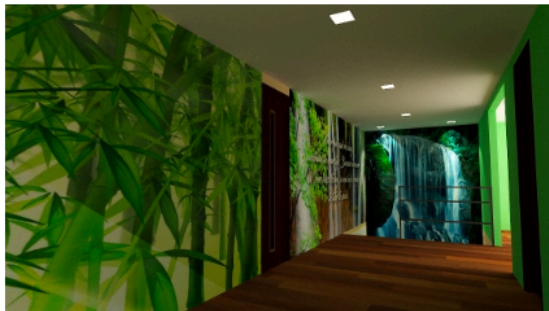
ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

Coffee Shop, Iloilo City



Wellness Center, Iloilo City



ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

*Repainting, Replacement of Laminates
& Tiling Works*

Yabu Restaurant Ayala Mall

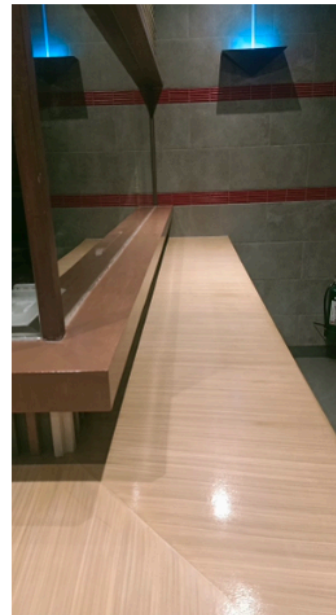
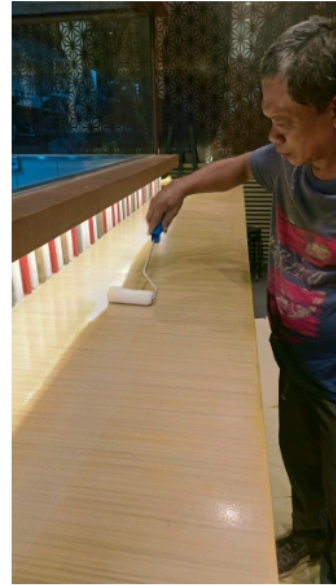


ONGOING AND COMPLETED PROJECTS

FINISHED PROJECTS

Repainting & Re-tiling Works

Ippudo Restaurant Ayala Mall



ONGOING AND COMPLETED PROJECTS

FINISHED DESIGNED PROJECTS

Brassee Café @ Alabang, Muntinlupa City



ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



IJA HS GYMNASIUM WITH SPORTS OFFICE
PILAR VILLGE, CITY OF SAN FERNANDO, PAMPANGA

ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



THREE (3) STOREY MAIN BUILDING WITH ROOF DECK
PILAR VILLGE, CITY OF SAN FERNANDO, PAMPANGA

ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



**COLEGIO DE SEBASTIAN - COLLEGE GYMNASIUM AND
CONVENTION CENTER**

MC ARTHUR HIWAY, CITY OF SAN FERNANDO, PAMPANGA

ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



ONE STOREY MID END RESIDENTIAL
MC ARTHUR HIWAY, CITY OF SAN FERNANDO, PAMPANGA

ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



**SANTA CLARA MONASTERY - PRAYER AND
CONVENT BUILDING**
BETIS, GUAGUA, PAMPANG

ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



**PILAR VILLAGE MAIN ENTRANCE WITH
GATE AND GUARDHOUSE**
MC ARTHUR HIWAY, CITY OF SAN FERNANDO, PAMPANGA

ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



PROPOSED BENESSERE CONDOMINIUM
BRGY. ULAT, SILANG, CAVITE

ONGOING AND COMPLETED PROJECTS

DESIGN AND BUILD



PROPOSED THREE (3) STOREY COMMERCIAL BLDG. WITH
ROOF DECK AND TWO STOREY DINE AND LOUNGE WITH
ROOF DECK
BATAC CITY, ILOCOS NORTE

THE 4PH PROGRAM SUMMARY

The salient points of the **Pambansang Pabahay Para sa Pilipino Housing Program** are:

1. The current administration aims to solve the housing shortage by delivering six million affordable housing units until 2028.
2. Local Government Units led by the Honorable Mayor shall partner with private contractor /developers such as Keys 2Prosperity Realty Development Corporation to deliver on turnkey modality, housing units as per specified under the 4PH Operations Manual for the beneficiaries indentified by the Local Government Units.
3. The Home Mutual Development Fund, or more commonly referred to as the PAG-IBIG Fund, is the funding agency to subsidize the 4PH program.
4. The prequalified beneficiaries identified by the Local Government Unit shall receive the housing units from the contractor / developer and LGU upon completion.
5. Upon delivery of housing units, the PAG-IBIG Fund shall pay the contractor / developer the value of the property delivered.



THE 4PH PROGRAM **PROCESS**

01

The Local Government Unit, led by the Office of the Mayor shall signify their interest to participate in the program through a Letter Of Intent addressed to the DHSUD.

02

After identifying a suitable site for the project, the LGU shall enter into a Memorandum of Agreement with Keys 2Prosperity Realty Development Corporation as the turnkey contractor/developer for the project.

03

The LGU shall identify the number of beneficiaries for the housing project and provide said list to the DHSUD, Contractor/Developer and Pagibig Fund for processing.

04

The LGU, represented by the Mayor shall sign a Tripartite Agreement with DHSUD and Pagibig Fund and the contractor shall construct the housing project to accommodate the number of beneficiaries identified by the LGU.

05

Upon completion of the housing units, the developer/contractor shall submit the individual titles of the completed units to Pagibig and Pagibig shall disburse the payment to the developer/contractor.

THE 4PH PROGRAM

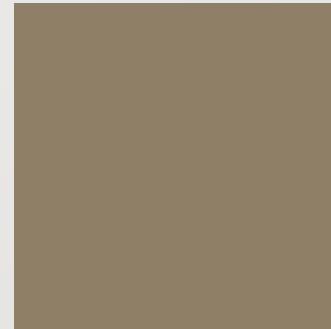
KEY PROPONENTS

There are four (4) key proponents in the program:

Department of Human Settlement and Urban Development (DHSUD) is the sole and main planning and policy making, regulatory, program coordination, and performance monitoring entity for all housing, human settlement and urban development concerns primarily focusing on access to and the affordability of basic human needs.



Local Government Unit (City or Municipality led by the Mayor) is the key proponent of this program with the main responsibility of identifying and creating turnkey partnerships with private developer/contractors and providing a list of qualified beneficiaries of the housing units in their locality. The LGU shall also be responsible for the upkeep and maintenance of the community and providing adequate basic services such as access to schools, transportation and livelihood opportunities for the beneficiaries of the 4PH program.



Keys 2Prosperity Realty Development Corporation (K2P) is the preferred developer/contractor of the LGU who shall be tasked with the identification and acquisition of land, planning and initial funding of the project, development and construction, among other responsibilities in the 4PH program.



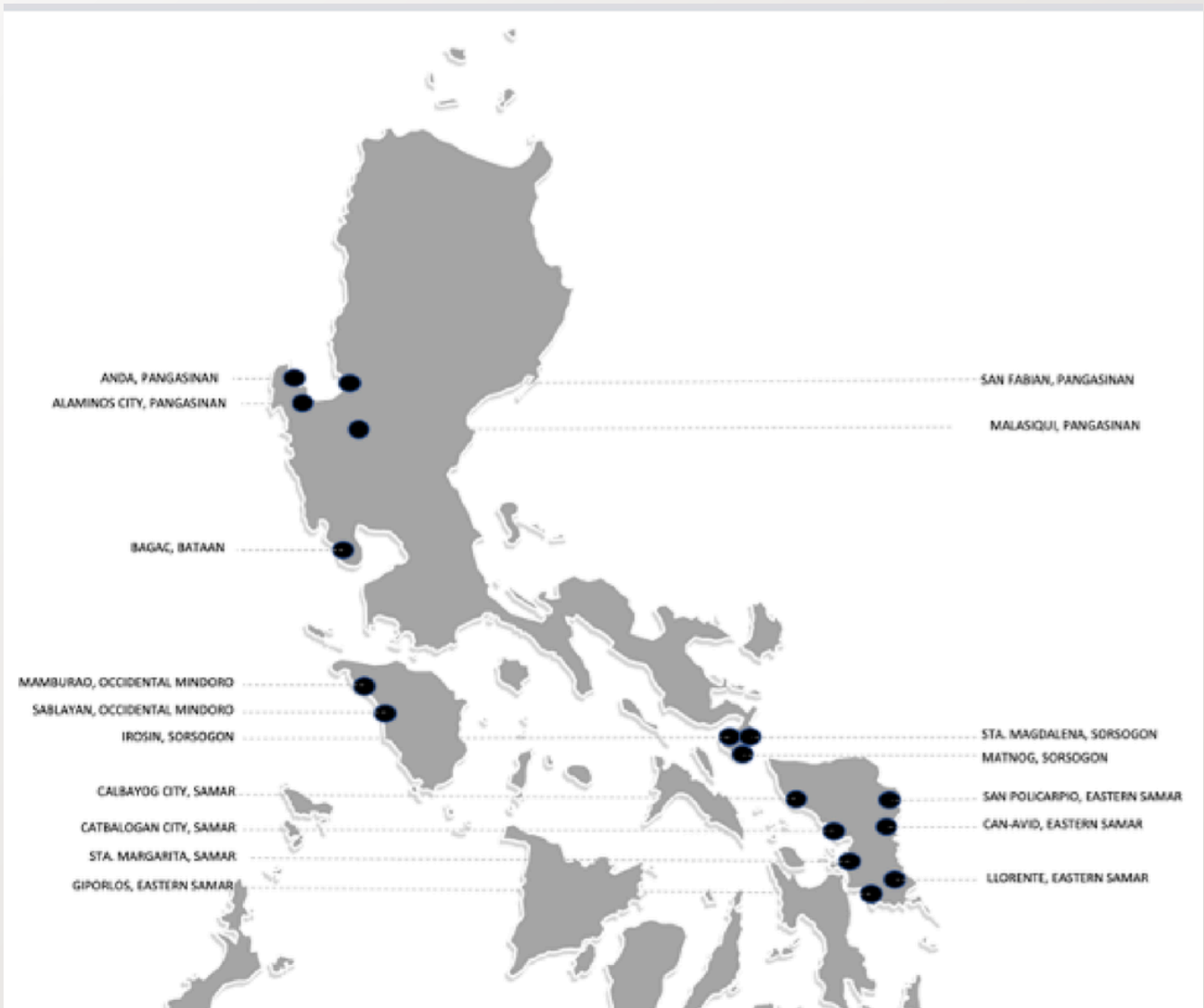
Home Mutual Development Fund (Pag-IBIG Fund) is a Government owned and controlled Corporation (GOCC) established in 1978 as a National Savings Program for the Filipinos that later evolved mainly as a housing loan facility for its mandatory members. All workers in the Philippines are required to become Pag-IBIG members with mandatory contribution of between 1% to 3% of their base salaries. Private and public employers are directed to automatically deduct the mandatory contributions from the salaries for direct remittance to the Pag-IBIG Fund. The fund collects more than 4 Billion Pesos monthly from its 15 million members.



OUR PROJECTS

With the refocus to the 4PH program and diversion of funding and resources to the 4PH projects, Keys 2Prosperity Realty Development Corporation has coordinated with the Local Government Units and the DHSUD to deliver 20,000 affordable housing units in five years.

Letters of Intent has been signed and delivered by several Local Government Units, properties identified and project planning is underway for seven of the targeted eighteen 4PH projects nationwide with a total value of around *Thirty (30) Billion Pesos*.



FLAGSHIP 4PH PROJECT

ALAMINOS CITY

Alaminos City in the Province of Pangasinan in Northern Luzon is known for being the home of the Hundred Islands National Park, composed of 124 islands and located off the coast of the Alaminos City proper. As of 2020, the city has a population of 99,937 people that balloons to more than 500,000 during peak tourist seasons. The Alaminos City airport is planned to be built within the city as a commercial airport for the province.

Keys 2 Prosperity Realty Development Corporation owns a parcel of land with an area of 22,011 square meters along Bainto Road, Barangay Bolaney, Alaminos City, Pangasinan. Originally planned as townhouse development called MaCari Townhomes, the project was diverted into a 4PH project to benefit the 900 plus beneficiaries as identified by the Alaminos City government.

ALAMINOS PROSPERITY RESIDENCES will be the first 4PH project of K2P to break ground, with;

- the Letter of Intent and City Council Resolution signed and delivered,
- Project plans submitted and approved by the DHSUD,
- Memorandum of Agreement (*Bipartite Agreement*) between the City of Alaminos and Keys 2Prosperity Realty Development Corporation, signed and duly notarized,
- Memorandum of Agreement (*Tripartite Agreement*) between the DHSUD, Pag-IBIG and Alaminos City LGU, signed and notarized.



Sanguniang Bayan Resolusyon



Republic of the Philippines
CITY GOVERNMENT OF ALAMINOS
San Jose Drive, Poblacion, City of Alaminos, Pangasinan

**EXCERPT TAKEN FROM THE JOURNAL OF THE REGULAR SESSION OF THE
SANGGUNIANG PANLUNGSOD OF THE CITY OF ALAMINOS, PANGASINAN
HELD ON JULY 25, 2023**

PRESENT:

Vice Mayor Jan Marianne R. Fontelera	- Presiding Officer
Councilor Michelle S. Segundera	- Presiding Officer Pro-Tempore
Councilor Carolyn D. Sison	- Majority Floor Leader
Councilor Kelvin Theus O. Humilde	- Minority Floor Leader
Councilor Verna S. D. Rabago	- Assistant Majority Floor Leader
Councilor Arthur C. Celeste, Jr.	- Member
Councilor Apple Joy B. Tolentino	- Member
Councilor Joselito O. Fontelera	- Member
Councilor Raul B. Bacay	- Member
Councilor Dahlia M. de Leon	- Member
Councilor Oscar A. Boling, Sr.	- Member
LBP Salvador P. Dona	- Ex-Officio Member
PPSKP Lovely V. Bernabe	- Ex-Officio Member

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RESOLUTION NO. 2023-159

RESOLUTION AUTHORIZING CITY MAYOR ARTH BRYAN C. CELESTE TO ENTER INTO A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE LOCAL GOVERNMENT UNIT OF THE CITY OF ALAMINOS, PANGASINAN AND THE KEYS2PROSPERITY REALTY DEVELOPMENT CORPORATION FOR THE IMPLEMENTATION OF THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) PROGRAM IN THE CITY

Sponsored by: Councilor Joselito O. Fontelera

WHEREAS, the Department of Human Settlements and Urban Development (DHSUD) as the primary national government entity responsible for the management, policy, regulation, and program coordination of housing, human settlement, and urban development concerns, launched its flagship program dubbed as "Pambansang Pabahay Para sa Pilipino: Zero ISF for 2028;

WHEREAS, the Program is a government housing program implemented by the Department of Human Settlements and Urban Development (DHSUD) in partnership with its key shelter agencies, which aims to address the country's housing needs of over six million by 2028;

WHEREAS, pursuant to the guidelines for the implementation of the 4PH Program, the developer/s may participate in the 4PH Program under a turnkey arrangement where the developer may either assume the responsibility of land acquisition, site development, and housing construction, subject to applicable guidelines of the LGU;

Sanguniang Bayan Resolusyon



Republic of the Philippines
CITY GOVERNMENT OF ALAMINOS
San Jose Drive, Poblacion, City of Alaminos, Pangasinan

(Cont. Res. No. 2023-159, adopted on the 25th day of July, 2023)

-page 2 of 3-

WHEREAS, Keys2Prosperity Realty Development Corporation, a private developer and a key shelter agency, signified its willingness to participate in the Program by financing the LGU-Alaminos City's identified housing project's land development and housing construction component;

WHEREAS, LGU-Alaminos City and Keys2Prosperity Realty Development Corporation expressed their willingness to complement each other and jointly pursue the objectives of the 4PH Program;

WHEREAS, to ensure smooth implementation of the Program in the city, there is a need for the parties to enter into a Memorandum of Agreement;

WHEREAS, pursuant to Article 86 (vi) of the IRR of Republic Act 7160, otherwise known as the Local Government Code of 1991, *the City Mayor shall represent the city in all its business transactions and sign in its behalf all bonds, contracts, and obligations and such other documents upon authority of the Sangguniang Panlungsod or pursuant to law or ordinances*;

NOW, THEREFORE, upon due deliberation on the merits surrounding the issue and on motion of Councilor Joselito O. Fontelera, duly seconded by all members present, it was;

RESOLVED, as it is hereby **RESOLVED**, to authorize City Mayor Arth Bryan C. Celeste to enter into a Memorandum of Agreement by and between the Local Government Unit of the City of Alaminos, Pangasinan and the Keys2Prosperity Realty Development Corporation for the implementation of the Pambansang Pabahay Para Sa Pilipino (4PH) Program in the city;

RESOLVED FURTHER, that copy of this resolution be furnished to agencies concerned for their information and guidance;

ADOPTED UNANIMOUSLY.....

Sanguniang Bayan Resolusyon



Republic of the Philippines
CITY GOVERNMENT OF ALAMINOS
San Jose Drive, Poblacion, City of Alaminos, Pangasinan

(Cont. Res. No. 2023-159, adopted on the 25th day of July, 2023)

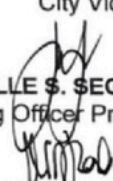
-page 3 of 3-

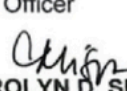
I **HEREBY CERTIFY** to the correctness of the foregoing resolution consisting of three (3) pages including this page.


GOLDEN T. GIRON
Acting Secretary

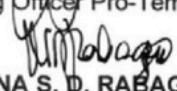
ATTESTED:

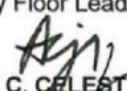

JAN MARIONNE R. FONTELERA
City Vice Mayor/Presiding Officer

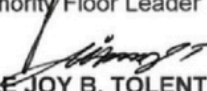

MICHELLE S. SEGUNDERA
Presiding Officer Pro-Tempore


CAROLYN D. SISON
Majority Floor Leader

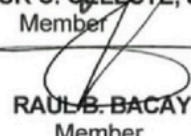

KELVIN THEOS O. HUMILDE
Minority Floor Leader


VERNA S. D. RABAGO
Assistant Majority Floor Leader


ARTHUR C. CELESTE, JR.
Member

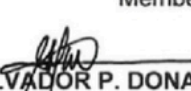

APPLE JOY B. TOLENTINO
Member


JOSELITO O. FONTELERA
Member


RAUL B. BACAY
Member


DAHLIA M. DE LEON
Member


OSCAR A. BOLING, SR.
Member


SALVADOR P. DONA, LBP
Ex-Officio Member


LOVERLY V. BERNABE, PPSKP
Ex-Officio Member

Bipartite Agreement between LGU and Developer

BIPARTITE AGREEMENT

MOAB_LGU_D_0

MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement ("Agreement")** is made, entered into, and executed this ____ day of _____ 2023, by and between the following parties:

The **CITY GOVERNMENT ALAMINOS, PANGASINAN**, , a Local Government Unit existing under the laws of the Republic of the Philippines, with principal office address at **San Jose Drive, Poblacion, City of Alaminos, Pangasinan** represented by its Local Chief Executive, **HONORABLE MAYOR ARTH BRYAN C. CELESTE**, by virtue of **City Resolution No. 2023-159¹**, dated **July 25, 2023**, hereinafter referred to as the "LGU".

-and-

KEYS2 PROSPERITY REALTY DEVELOPMENT CORPORATION, is a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at **Suite 503 OMM-Citra Building, San Miguel Avenue, Ortigas Center, Pasig City**, represented herein by its President, **MR. ERWIN M. DE GUZMAN**, by virtue of the Board Resolution, verified through a Secretary's Certificate², and hereinafter referred to as the "DEVELOPER/CONTRACTOR".

WITNESSETH

WHEREAS, the Department of Human Settlements and Urban Development (DHSUD) launched its flagship program in the year 2022: **"Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028"**;

WHEREAS, Department Circular No. 2022-04 dated December 15, 2022, declared the **Pambansang Pabahay Para sa Pilipino (4PH) Program** as a priority program of DHSUD;

WHEREAS, the **4PH Program** is a government housing program implemented by the DHSUD in partnership with its key shelter agencies, which aims to address the country's housing needs of over six million (6,000,000.00) by 2028;

WHEREAS, by virtue of City Resolution No. **2023-159**, the City Mayor was authorized to sign this Memorandum of Agreement with the **DEVELOPER/CONTRACTOR** as entity to construct and develop the socialized housing project in connection with the implementation of the 4PH Program herewith;

WHEREAS, the **DEVELOPER/CONTRACTOR**, along with their affiliates, have signified their willingness to participate in the Program by financing the **LGU's** identified Housing Project's (the "**PROJECT**") land development and housing construction component through direct developmental loans from Key Shelter Agencies (KSAs) and/or Government Financial Institutions (GFIs);

WHEREAS, pursuant to the guidelines for the implementation of the 4PH Program (Operations Manual), the developer/s may participate in the 4PH program under a turnkey arrangement where the developer may either assume the responsibility of land acquisition, site development, and housing construction, subject to applicable guidelines of the **LGU**;

Bipartite Agreement between LGU and Developer

Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

WHEREAS, the **LGU** and **DEVELOPER/CONTRACTOR** have expressed their willingness to complement each other and jointly pursue the objectives of the 4PH Program, whereby the **DEVELOPER/CONTRACTOR** shall provide the necessary land acquisition, site development, and housing construction for the **PROJECT** while the **LGU** shall provide the list of qualified beneficiaries who will purchase the housing units and implement the **PROJECT** for its own target beneficiaries;

WHEREAS, the **PARTIES** hereto commit to faithfully perform their obligations as contained herein by providing quality yet affordable shelters to the underprivileged beneficiaries as one of the main thrusts of our government. Through competence and active involvement, this undertaking or project is in pursuit of sustainable solutions for the growing housing backlogs in the City Government Alaminos, Pangasinan.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **Parties** have agreed as follows:

SECTION 1**DEFINITION OF TERMS DEFINITION OF TERMS AND INTERPRETATION**

1.1 Definition of Terms. As used herein, the following terms shall have the following meanings:

- a. **CLEAN TITLE** shall refer to a parcel of land that is registered in the name of the developer/contractor and is entirely free of any lien or encumbrance.
- b. **NEAR-CLEAN TITLE** shall refer to a parcel of land that is affected by a lien or encumbrance (including any adverse claim or interest) or any issue, complication, or obstacle that can be resolved within the timeframe needed for its utilization and the completion of the **PROJECT**.
- c. **CONTRACTOR** refers to any person who undertakes or offers to undertake the construction, repair, or improvement of any building, structure, or project, or who provides labor and materials for the completion of an identified project under the specified engagement terms or contract.
- d. **DEVELOPER** shall refer to any natural or juridical person engaged in the business of real estate development for his/her or its own account and offering them for sale or lease, duly authorized, selected, and/or partnered with by the **LGU**. For purposes of Pag-IBIG's Direct Developmental Loan Program, a developer must have an established track record of at least five (5) years in housing development and at least three hundred (300) completed house and lot / condominium units to be able to avail of the Developmental Loan from **Pag-IBIG FUND**.
- e. **DEVELOPMENTAL LOAN** refers to the financial loan to be extended by the **Pag-IBIG FUND** to the **DEVELOPER/CONTRACTOR** for the development and completion of the **PROJECT**.
- f. **MEMORANDUM OF AGREEMENT (MOA)** shall refer to this agreement, including all future amendments and supplements thereto.
- g. **PROJECT** shall mean the medium/high-rise condominium building projects that will be developed by the **DEVELOPER/CONTRACTOR**, with all the necessary utility systems and support facilities such as roads, power, drainage, and water distribution.

Bipartite Agreement between LGU and Developer

City Government Alaminos, Pangasinan, and Keys2 Prosperity Realty Development Corporation
Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

- h. **PROJECT BENEFICIARIES** shall refer to individuals with designated income levels to whom specific areas of the PROJECT as developed and completed will be sold, who shall be identified and selected by the LGU, with eligibility for loans under the **Pag-IBIG FUND's** prevailing housing loan policies and guidelines for the 4PH program.
- i. **TURNKEY** shall refer to the implementation modality of the 4PH Program whereby the private developer assumes the responsibility of land acquisition, site development, and/or housing construction. The completed housing project shall be turned over/sold to the 4PH project beneficiaries in coordination with the LGU. For this purpose, there is a complete turn-key arrangement when the private developer fully assumes responsibility over the land acquisition, the site development, and the housing construction.

1.2 Interpretation

The headings and subheadings in this Memorandum of Agreement are inserted for convenience of reference only and shall not limit or affect the interpretation of the provisions hereof. Unless the context otherwise requires, words denoting the singular number shall include the plural, and vice versa. References to Sections and Exhibits are to be construed as references to the sections and exhibits of and to this Memorandum of Agreement while references to Annexes are to be deemed references to the implementing documents, consisting of the Loan Agreement and the Deed of Assignment of Take-Out/ Sales Proceeds and other income/revenues, annexed hereto and made an integral part hereof.

SECTION 2 PRINCIPAL CONSIDERATIONS

2.1 Principal Considerations

The **PARTIES** hereto accept and recognize that the principal object of this Memorandum of Agreement is the implementation and completion of the PROJECT under the 4PH Program of **DHSUD** for the benefit of the Project Beneficiaries as herein described and defined.

2.2 Project Implementation

The **LGU**, as the lead implementer of this **PROJECT**, shall ensure that the **DEVELOPER/CONTRACTOR** qualifies or meets the eligibility or criteria for condominium developments, equipped with capabilities, skills, expertise, and with a proven track record.

Forging this agreement with the **DEVELOPER/CONTRACTOR** and setting clearly the specific responsibilities and other governing provisions for the project implementation in a separate agreement, this 4PH PROJECT shall be developed by the **DEVELOPER/CONTRACTOR**, who possesses the skill, expertise, and capability to undertake the construction of the intended PROJECT.

To finance the implementation of the **PROJECT**, the **DEVELOPER/CONTRACTOR** may avail of Developmental Loan provided by the **Pag-IBIG FUND** for site development and condominium construction under the terms and conditions hereinafter stated. The **DEVELOPER/CONTRACTOR** shall provide for the parcel of land that may be used as collateral security in availing of a direct developmental loan from the **Pag-IBIG FUND**.

Bipartite Agreement between LGU and Developer

Memorandum of Agreement (MOA)
City Government Alaminos, Pangasinan, and Keys2 Prosperity Realty Development Corporation
Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

For purposes of securing a loan from the **Pag-IBIG FUND**, the **DEVELOPER/CONTRACTOR** shall be evaluated in accordance with the eligibility criteria provided by the **Pag-IBIG FUND**.

SECTION 3 PROJECT AND PROJECT CRITERIA

3.1 The Project

- 3.1.1** The 4PH PROJECT as referred to in this **Memorandum of Agreement** pertains to the multi-level residential buildings, on the identified parcels of land owned by the **DEVELOPER/CONTRACTOR** as described hereunder:

Transfer Certificate of Title No. 31836³

A parcel of Land (Lot-1-A, Psd-61-054578, being a portion of Lot 1, psd-01-929937 L.R.C. Rec. No. ____), situated in Brgy. Bolaney, City of Alaminos, Prov. of Pangasinan, Island of Luzon. Bounded on the SW. along line 1-2 by Modesto Sison; on the NW. along line 2-3 by Public Land; on the NE. along line 1-3 of subd. Plan. Beginning at a point marked "1" of Lot-1-A on plan being N. 29 deg. 56' S., 1938.47 m. from BLBM No. 2, Alos, Alaminos, thence N. 09 deg. 30'W., 53.54 m. to point 2; N. 65 deg. 08'E., 70.91 m. to point 3; S. 04 deg. 30'E., 81.73 m. to point 4; S. 88 deg. 56'W., 61.92 m. to point of beginning, containing an area of FOUR THOUSAND THREE HUNDRED FIFTY-SEVEN (4,357) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground are as follows; mons. 15 x 50 cms. Bearings true. Date of Orig. Sur Engr. Leonardo V. De Vera and approved on Sept. 4, 2006.

Transfer Certificate of Title No. 31837

A parcel of land (Lot-1-B Psd-01-064678, being a portion of Lot-1, Psd-01-029937, L.R.C. Rec. No. ____) situated in Brgy. Bolaney, City of Alaminos, Prov. Of Pangasinan, Island of Luzon. Bounded on the NW, along line 1-2 by Lot-1-A & along line 2-3 by Lot-1-H (Road Lot) both of the subd. Plan; on the NE. along line 3-4 by Lot-1-E & along line 4-5 by Lot-1-C both of the subd. Plan; on the SE. along line 5-6 by Modesto Sison; on the SW. along line 6-1 by Modesto Sison. Beginning at a point marked "1" of Lot-1-B on plan being N. 20 deg. 56'W., 1938.47 m. from BLBM No. 2, Alos, Alaminos, Pangasinan; N. 86 deg. 56'E., 61.92 m. to point 2; N. 88 deg. 56'E., 10.00 m. to point 3; S. 04 deg. 30'E., 64.44m. to point 4; S. 04 deg. 31'E., 21.56 m. to point 5; N. 59 deg. 20'W., 83.30 m. to point 6; N. 09 deg. 30'W., 42.52 m. to point of beginning containing an area of FOUR THOUSAND FOUR HUNDRED THIRTY-NINE (4,439) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground are as follows; point 6 by Old PS cyl. conc. Mons. 15 x 60 cms., bearing true, date of original survey on Oct. 28-30, 1936 date of subd. Survey on July 6, 2006, executed by Geodetic Engr. Leonardo V. De Vera and approved on Sept. 4, 2006.

Transfer Certificate of Title No. 31838

A parcel of land (Lot-1-C, Psd-04-C64678, being a portion of Lot-1, Psd-01-029937, L.R.C. Rec. No. ____) situated in Brgy. Bolaney, City of Alaminos, Prov. of Pangasinan, Island of Luzon. Bounded on the

³ Attached as Annex "C" is the TCT Nos. 31836, 31837, 31838, 31839 and 31840

Bipartite Agreement between LGU and Developer

Memorandum of Agreement (MOA)

City Government Alaminos, Pangasinan, and Keys2 Prosperity Realty Development Corporation
Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

NW. along line 7-1 by Lot-1-S, along line 1-2 by Lot-1-H (Road Lot), along line 2-3 by Lot-1-D, all of the subd. Plan; on the NE. along line 3-4 by Arturo Sison; on the SE. along line 4-5-6 by Modesto Sison; on the SW. along line 6-7 by Lot-1-b of the subd. Plan. Beginning at a point marked "1" of Lot-1-C on plan Being N. 18 deg. 50'W., 1846.10 m. from BLBM No. 2, Alos, Alaminos, Pangasinan, S. 89 deg. 19'E., 10.00 m. to point 2; S. 89 deg. 19'E., 20.00 m. to point 3; S. 04 deg. 30'E., 26.00 m. to point 4; N. 89. Deg. 19'W., 42.72 m. to point 5; N. 59 deg. 20'W., 8.86 m. to point 6; N. 04 deg. 31'W., 21.56 m. to point 7; S. 89 deg. 19'E., 20.00 m. to the point of the beginning, containing an area of **ONE THOUSAND TWO HUNDRED SEVENTY-NINE (1,279) SQUARE METERS**. All points referred to are indicated on the plan and are marked on the ground are as follows; point 4 x 5 by Old PS cyl. conc. Mons. 15 x 60 cms. & the rest by PS cyl. conc. Mons. 15 x 50 cms. Bearings true, date of original survey on Oct. 28-30, 1936 date of subd. Survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

Transfer Certificate of Title No. 31839

A parcel of land (Lot-1-B, Psd-01-064578, being a portion of Lot-1, Psd-01-029937 L.R.C Rec. No. ____) situated in Brgy. Bolaney, City of Alaminos, Prov. of Pangasinan, Island of Luzon. Bounded on the SW. along line 1-2 by Lot-1-H (Road Lot, of the subd. Plan; on the NW. along line 2-3 by Lot-1-H (Road Lot) of the subd. Plan; on the NE. along line 3-4 by Arturo Sison on the SW. along line 4-1 by Lot-1-C of the subd. Plan; Beginning at a point marked "1" of Lot-1-B on plan being N. 18 deg. 32'W., 1842.78 m. from BLBM No. 2, Alos, Alaminos, Pangasinan, N. 04 deg. 30'W., 151.49 m. to point 2; N. 65 deg. 08'E., 21.26 m. to point 3; S. 04 deg. 30'E., 160.69 m. to point 4; N. 89 deg. 19'W., 20.00 m. to point of beginning, containing an area of **THREE THOUSAND ONE HUNDRED NINE (3,109) SQUARE METERS**. All points referred to are indicated on the plan and are marked on the ground are as follows; point 4 & 5 by Old PS cyl. conc. Mons. 15 x 60 cms. And the rest by PS cyl. conc. Mons. 15 x 50 cms. Bearings true, date of original survey on Oct. 28-30, 1936 date of subd. Survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

Transfer Certificate of Title No. 31840

A parcel of land (Lot-1-E, Psd-01-064678, being a portion of Lot-1, Psd-01-029937 L.R.C. Rec. No. ____) situated in Brgy. Bolaney, City of Alaminos, Prov. of Pangasinan, Island of Luzon. Bounded on the S. along line 1-2 by Lot-1-C of the subd. Plan; on the W. along line 2-3 by Lot-1-B & along line 3-4 by Lot-1-H (Road Lot) both of the subd. Plan; on the N. along line 4-5 by Lot-1-F of the sub. Plan; on the E. along line 5-1 by Lot-1-H (Road Lot) of the subd. Plan. Beginning at a point marked "1" of Lot-1-E, on plan being N. 18 deg. 50'W., 1846.10 m. from BLBM no. 2, Alos, Alaminos, Pangasinan, N. 89 deg. 19'W., 20.00 m. to point 2; N. 04 deg. 30'W., 64.44 m. to point 3; N. 04 deg. 30'W 33.24 m. to point 4; S. 89 deg. 19'E., 20.00 m. to point 5; S. 04 deg. 30'E., 97.68 m. to the point of beginning, containing an area of **ONE THOUSAND NINE HUNDRED FORTY-SIX (1,946) SQUARE METERS**. All points referred to are indicated on the plan and are marked on the ground

Bipartite Agreement between LGU and Developer

Memorandum of Agreement (MOA)

City Government Alaminos, Pangasinan, and Keys2 Prosperity Realty Development Corporation
Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

are all PS cyl. conc. Mons. 15 x 60 cms., bearing true, date of original survey on Oct. 28-30, 1936, date of subd. Survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

- 3.1.2 This project is a multi-level condominium with 8 numbers of 4-storey buildings (consisting of 1 number of building with 12 number of residential units on the 1st floor and 24 number of residential units on the 2nd, 3rd and 4th floor; 4 number of buildings with 24 number of residential units on the 1st, 2nd, 3rd and 4th floor; 2 number of buildings with 36 number of residential units on the 1st, 2nd, 3rd and 4th floor; and 1 number of building with 18 number of residential units on the 1st floor and 36 number of residential units on the 2nd, 3rd and 4th floor)

The total number of condominium units to be delivered pursuant to this Agreement shall be 882.

3.2 Technical

- 3.2.1 Site/Location - The site which was approved for development into a housing project by **DHSUD**, has qualified with the following criteria:

- With legitimate title/s or other instruments proving a secured tenure on the properties subject of the loan, free from liens and encumbrances. The subdivided/individual titles shall be eligible for conversion to end-user financing; and
- Physical suitability and accessibility as defined in the rules and standards established by the **DHSUD**.

- 3.2.2 Project Cost- The total project cost is in the total amount of **₱1,040,780,888.00** with breakdown of the total project cost, as follows:

₱987,825,888.00 (Construction, land development, administrative cost & fees, special works/unique works such as piling works, elevator/s, among others) + **₱52,955,000.00** (Land Acquisition Cost at **₱3,500.00/sq.m.**)

The selling price per unit is as follows:

UNIT SIZE	SELLING PRICE/UNIT
24 sqm	₱1,180,023.68 (Construction, land development, administrative cost and fees, special works/unique works such as piling works, elevator/s, among others) + (Land Acquisition Cost)

3.3 Project Development

- Project Design - The project design pertaining to the type of land development, structural designs, and condominium units, and other specifications must conform to the applicable **DHSUD** standards or parameters as appended hereto, to be proposed by the **DEVELOPER/CONTRACTOR**, and must address the target beneficiaries.
- Necessary Support Facilities - The **PROJECT** shall include provision for necessary support facilities in accordance with the standards of **DHSUD**.

Bipartite Agreement between LGU and Developer

Memorandum of Agreement (MOA)
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Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

- c. Price Ceiling – Pursuant to DHSUD Memorandum Circular No. 2023-010, the price ceiling parameters for multi-level housing projects to be accredited in the 4PH program shall be:

BUILDING REQUIREMENT	UNIT SIZES	MAX. SELLING PRICE/UNIT (EXCLUDING LAND COST)	INCLUSIONS
4 Storeys	20 sq.m. to 27 sq.m.	Php 933,320.00 to Php 1,259,982.00 Or Php 46,666.00 per sq.m. average	Construction, land development, administrative cost and fees for CCT, special works/unique works such as piling works, among others
5-9 Storeys	20 sq.m. to 27 sq.m.	Php 1,000,000.00 to Php 1,350,000.00 Or Php 50,000.00 per sq.m. average	Construction, land development, administrative cost and fees for CCT, special works/unique works such as piling works, elevator/s, among others
10 Storeys and above	20 sq.m. to 27 sq.m.	Php 1,200,000.00 to Php 1,620,000.00 Or Php 60,000.00 per sq.m. average	Construction, land development, administrative cost and fees for CCT, special works/unique works such as piling works, elevator/s, among others

3.4 Permits/Clearances

All **PARTIES**, within their capacities, shall cooperate and complement each other in securing the necessary permits and clearances necessary for the implementation of this PROJECT.

The **DEVELOPER/CONTRACTOR** commits to comply with the documentary requirements of Pag-IBIG developmental loan program, including the permits/clearances as provided on the Pag-IBIG standard Checklist of Requirements, in the event that they opt to secure a developmental loan from **Pag-IBIG FUND**.

3.5 Market

The target beneficiaries must qualify to avail of a housing loan under the prevailing guidelines of the **Pag-IBIG FUND** for 4PH Program. This must be secured by the **LGU** through the conduct of pre-qualification or pre-screening.

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SECTION 4 RESPONSIBILITIES AND OBLIGATIONS

4.1 Responsibilities and Obligations of the LGU. The LGU shall:

- 4.1.1 Identify, select, and facilitate the application of target housing beneficiaries under the 4PH program. It shall set the eligibility criteria for, and identify the project beneficiaries. It shall carry out the beneficiary listing, which shall include, but not be limited to, social preparations, ISF census enumeration, socio-economic profiling, and the establishment of social parameters.
- 4.1.2 Provide the **DEVELOPER/CONTRACTOR** the list of legitimate and qualified beneficiaries who are entitled to purchase, reside in, and occupy the housing units of the PROJECT;
- 4.1.3 Promote to the beneficiaries the housing loan programs of **Pag-IBIG FUND** and assist the beneficiaries in their applications for Pag-IBIG Fund Housing Loans through orientation of the guidelines and loan requirements of **Pag-IBIG FUND**;
- 4.1.4 Conduct social preparation of target beneficiaries in coordination with **DHSUD** and its KSAs, i.e., socio-economic survey, Information and Educational Campaigns, etc.;
- 4.1.5 Facilitate the expeditious issuance of local permits and clearances for the PROJECT; and
- 4.1.6 It shall immediately and readily replace delinquent beneficiaries who were not able to pay their respective loan installments as they fell due.

4.2 Responsibilities and Obligations of the **DEVELOPER/CONTRACTOR**. The **DEVELOPER/CONTRACTOR** shall have the following obligations:

- 4.2.1 **Land Ownership.** It has a clean title over the parcel of land subject of this Agreement as defined in Section 3.1;
- 4.2.2 It shall cause and ensure that the land title of the land where the Project is located is free from all liens, claims, or encumbrances, and that the land is free and unoccupied by any settlers upon or at the commencement of the land development and housing construction. The contractor shall secure release instruments for any annotation that may be found on the subject TCTs;
- 4.2.3 **Land Development, and Housing Construction.** It shall finance the land acquisition, land development, and housing with the approved detailed costing/bill of materials, labor and other indirect costs for the Projects within the parameters set by **DHSUD**. It shall include the construction of roads, drainage, and open space facilities, as well as any taxes, fees, and charges that may be assessed on the project, except upon waiver or exemption granted by the **LGU**;
- 4.2.4 In financing the land and housing development of the Project, it may secure a developmental loan from the **Pag-IBIG FUND** (or other GFIs enrolled in the Program) in a manner consistent with the standards of **DHSUD** under the 4PH Program and other concerned regulatory agencies;

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- 4.2.5 Documentation. DEVELOPER/CONTRACTOR** undertakes and ensures that it has the capacity to handle, manage and process Contract to Sell (CTS) with qualified beneficiaries for takeout and conversion of the same to Real Estate Mortgage with Pag-IBIG FUND;
- 4.2.6** It shall account for the applicable local transfer taxes and registration fees covering the Land including its housing component/improvement and shall account for the real property taxes due thereon, as applicable; and,
- 4.2.7** It shall be responsible for the management of the estate unless otherwise transferred/turned over to the **LGU**, the Registered Homeowners Association, or Condominium Association/Corporation, as may be applicable.

SECTION 5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and Warranties of the LGU. The **LGU** hereby represents and warrants that:

- 5.1.1** It has the full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transactions contemplated herein;
- 5.1.2** It shall comply with all applicable laws, rules and regulations, issuances, and orders of relevant government agencies in the performance of its obligations under this Agreement and the Deed/s, including any future construction or development activities therein;
- 5.1.3** All consents necessary for the due execution, delivery, and performance of this Agreement and the Deed/s have been obtained;
- 5.1.4** It shall limit the allowable activities to be conducted on the land and within the Project to residential, small and medium-sized enterprises, and other related activities, and shall prohibit activities that have the potential to cause or may actually cause any form of disturbance or nuisance to the Project and its Beneficiaries;
- 5.1.5** It shall assist and provide the **DEVELOPER/CONTRACTOR** easy processing of the necessary permits, licenses, certificates, and/or approvals in relation to the development of the Project;

5.2 Representations and Warranties of the DEVELOPER/CONTRACTOR. The **DEVELOPER/ CONTRACTOR** hereby represents and warrants that:

- 5.2.1** It is a duly organized corporation, validly existing, and in good standing under the laws of the Republic of the Philippines;
- 5.2.2** It has full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transaction contemplated herein;
- 5.2.3** It warrants for one (1) year from the completion of the **PROJECT** any defects in the land development and housing construction;

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- 5.2.4 The development plans for the **PROJECT** have been approved by applicable regulatory agencies and other concerned parties;
- 5.2.5 The **DEVELOPER/CONTRACTOR** shall ensure that their proposed housing structure and design, along with the price ceiling, conform to the standard parameters set by **DHSUD** and shall secure necessary permits, clearances, registration, and licenses to sell from corresponding local offices and government agencies;
- 5.2.6 All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;
- 5.2.7 It shall hold the **LGU**, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits which may be brought or instituted by any party whatsoever by reason of the fault, failure, negligence, delay, or any conduct of the **DEVELOPER/CONTRACTOR**, its respective officers, employees, and agents in the performance of their corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party;
- 5.2.8 The obligations expressed to be assumed by it under this Agreement are legal, valid, and binding obligations, enforceable against them in accordance with the terms and conditions hereof, and that all acts, conditions, and things required by their Articles of Incorporation to be done, fulfilled, or performed in order to enable it to enter into, execute, deliver, exercise its rights, and perform its obligations hereunder are within its power to perform as provided under its Articles of Incorporation; and
- 5.2.9 It shall cause and ensure the completion of the housing project, which includes land development and housing construction, in accordance with existing government-prescribed laws and standards, along with the minimum standards for the design and proposed price ceiling parameters set by **DHSUD**, for projects to be accredited under the 4H Program.

Section 6 MISCELLANEOUS PROVISIONS

- 6.1 **Complete Agreement.** This Agreement contains the full and complete agreement among the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This **MOA** may only be amended upon the written mutual agreement of the Parties.

It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the **LGU**. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

- 6.2 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- 6.3 **Good Faith.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to ensure the fulfillment of their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.

Bipartite Agreement between LGU and Developer

Memorandum of Agreement (MOA)

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Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

- 6.4 Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors-in-interest and assigns.
- 6.5 Non-Waiver of Rights.** The failure of a Party to insist upon a strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.
- 6.6 Force Majeure.** No Party shall be liable for any failure or delay in the performance of its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same.

For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to: (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located.

The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder.

However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.

- 6.7 Amendments.** Any amendment or additional term and condition to this Agreement must be in writing. The parties hereto may, at any time, by mutual agreement, execute a supplement or amendment for the purpose of adding provisions to or changing or eliminating provisions of this Memorandum of Agreement.
- 6.8 Dispute Resolution.** Any conflict or dispute that may arise out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days, through the authorized representatives of the Parties. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute and proposing a schedule for the amicable settlement thereof.
- 6.9 Separability.** If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated, or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

Bipartite Agreement between LGU and Developer

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Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

6.10 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws, or constitute a breach of any contracts it has entered into;

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Memorandum of Agreement this 20 day of SEP 2023, in ALAMINOS CITY, PANGASINAN

**CITY OF ALAMINOS,
PANGASINAN**

**KEYS2 PROSPERITY REALTY
DEVELOPMENT CORPORATION**

Represented by:

Represented by


ARTH BRYAN C. CELESTE
City Mayor


MR. ERWIN M. DE GUZMAN
President


EMELOU E. GELLADO
CGDH 1-HRMO

WITNESSED BY:


VENUS N. BALGUA
CGADH 4 - CIO

Bipartite Agreement between LGU and Developer

Memorandum of Agreement (MOA)

City Government Alaminos, Pangasinan, and Keys2 Prosperity Realty Development Corporation
Pambansang Pabahay Para sa Pilipino Housing (4PH) Program

Republic of the Philippines }
_____ } s.s.

BEFORE ME, a Notary Public for and in _____, Philippines, this
_____, personally appeared the following:

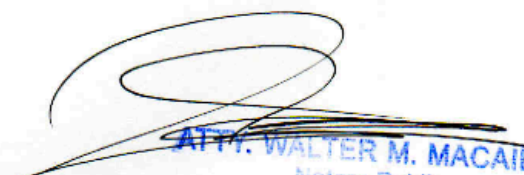
<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
ARTH BRYAN C. CELESTE	Driver's License (A09-15-000954)	06-05-2022 / LTO Alaminos City
ERWIN M. DE GUZMAN	DL D06-91-078247	05/23/2023 / LTO Pananagut

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that they acted in a representative capacity, that they are duly authorized to represent as such, that the same is their own free and voluntary act and deed as well as of the agency and corporation they represent.

This instrument, consisting of thirteen (13) pages including this page where this acknowledgment is written, has been signed on each and every page thereof by the parties and their witnesses.

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

Doc. No. 108 :
Page No. 22 :
Book No. 6 :
Series of 2023


ATTY. WALTER M. MACAIBA
Notary Public
Until December 31, 2023
City of Alaminos, Pangasinan
Rizal St., Bldg. City of Alaminos, Pangasinan
PTR No. 0798742; 01/03/2023; City of Alaminos
IBP No. 285342; 01/03/2023
Roll No. 70138
MCLE Compliance No. VII: 0908659

DHSUD Technical Approval on Design



REPUBLIC OF THE PHILIPPINES
Department of Human Settlements and Urban Development
 Kagawaran ng Pananahang Pantao at Pagpapalunad ng Kalunsuran

Form No. PMO-004

Date: September 5, 2023

Control Number: TG202309-001

TECHNICAL REVIEW REQUEST FORM					
Proponent:	KEYS2PROSPERITY REALTY DEVELOPMENT CORPORATION				
Project Name:	ALAMINOS CITY PROSPERITY RESIDENCES				
LGU Name:	Alaminos City	Province:	Pangasinan	Region:	I
Authorized Representative:	Erwin de Guzman	Designation:	President	Contact Details:	09186915771 edg@k2prealty.com

The undersigned hereby endorses the following documents to the Department of Human Settlements and Urban Development (DHSUD) Project Management Office (PMO) for review and other appropriate action:

CHECKLIST OF REQUIREMENTS TO BE REVIEWED BY PMO-TG				
ITEM	REQUIREMENTS	(To be provided by the Proponent)	(To be checked by PMO-TG)	
		DETAILS	COMPLIED	NOT COMPLIED
A	DESIGN REQUIREMENTS			
1	Presence of Community Facilities			
	a. Neighborhood Multi-Purpose Center <i>(Refer to Sec.5.C.1.b.2. of Batas Pambansa Blg. 220)</i>	Clubhouse, Pool, and Court (2,608sqm)	✓	
	b. Convenience/ Retail Center <i>(Refer to Sec.5.C.1.b.2. of Batas Pambansa Blg. 220)</i>	30 Retail Units	✓	
	c. Elementary School <i>(Refer to Sec.5.C.1.b.2. of Batas Pambansa Blg. 220)</i>	Bolaney Elementary School – 1.6 km.	✓	
	d. High School <i>(Refer to Sec.5.C.1.b.2. of Batas Pambansa Blg. 220)</i>	Also National High School – 2.2 km.	✓	
	e. Tricycle Terminal <i>(Refer to Sec.5.C.1.b.2. of Batas Pambansa Blg. 220)</i>		✓	
2	Open Space Requirement <i>(60% Buildable Space; 40% Open Space)</i>	62.69% Open Space	✓	
3	Unit Area			
	a. 20 sqm. <i>(One-Bedroom/Two-Bedroom)</i>			
	b. 24 sqm. <i>(Two-Bedroom)</i>	828 Units	✓	
	c. 27 sqm. <i>(Two-Bedroom)</i>	54 Units	✓	
	d. Others	30 Units	✓	
4	Mid-rise/High-rise Building <i>(Indicate number of storeys)</i>	4	✓	
B	DOCUMENTS			
1	Location/Vicinity Map	See Attached	✓	
2	Site Development Plan (SDP)	See Attached	✓	
3	Area Tabulation			
	a. Total Lot Area (TLA)	22,011	✓	
	b. Open Space Area	14,529.59	✓	
	c. Buildable Area	7,481.41	✓	
	d. No. of Buildings	8	✓	
	e. No. of Floors per Building	4	✓	
	f. No. of Units per Floor	24-36	✓	

Page 1 of 2

TECHNICAL REVIEW REQUEST FORM
 CHECKLIST OF REQUIREMENTS TO BE REVIEWED BY PMO-TG

DHSUD Technical Approval on Design



REPUBLIC OF THE PHILIPPINES
Department of Human Settlements and Urban Development
 Kagawaran ng Pananahang Pantao at Pagpapalad ng Kalunsuran

CHECKLIST OF REQUIREMENTS TO BE REVIEWED BY PMO-TG				
ITEM	REQUIREMENTS	(To be provided by the Proponent)	(To be checked by PMO-TG)	
		DETAILS	COMPLIED	NOT COMPLIED
	g. Total No. of Units per Building	96-144	✓	
	h. Gross Total No. of Units	912	✓	
4	Perspectives (Aerial View Perspective)	See Attached	✓	
5	Floor Plans			
	a. Typical Building Floor Plan	See Attached	✓	
	b. Detail Unit Floor Plan	See Attached	✓	
6	Typical Building Elevations	See Attached		
	a. Front Elevation	See Attached	✓	
	b. Rear Elevation	See Attached	✓	
	c. Left Elevation	See Attached	✓	
	d. Right Elevation	See Attached	✓	
7	Accomplished Undertaking to comply with the provisions of the 4PH Manual (To be executed by Proponent. See attached DHSUD pro forma Undertaking)	See Attached	✓	
8	Instrument of Authority (Secretary's Certificate)	See Attached	✓	

The undersigned hereby certifies that the above attachments are complete and reviewed accordingly.

Erwin de Guzman
 (Proponent)

REVIEWED BY:	VERIFIED BY:
CARLO DE CASTRO Architect PMO - Technical Group	ATTY. JOHNSON V. DOMINGO PMO - Technical Group Head DHSUD - Assistant Secretary
AUTHORIZED FOR RELEASE:	
ENGR. WILFREDO S. MALLARI Undersecretary Department of Human Settlements and Urban Development	



DHSUD Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City 1101
 Tel no 1021 6424-4070 | 0961-137-0196 | 0916-674-1443

TRIPARTITE AGREEMENT SIGNING

DHSUD QUEZON CITY HQ

JANUARY 05, 2024



TRIPARTITE MOA
Signing, DHSUD
Kalayaan Ave., QC
January 05, 2024

Attended by: (L-R)
Atty. Richard Ziga
Director, DHSUD Reg 1

Engr. Emmanuel Pineda
Undersecretary, DHSUD

Hon. Arth Bryan Celeste
Mayor, Alaminos City

Atty. Walther Macaiba
City Administrator
Alaminos, Pangasinan



Tripartite Agreement between DHSUD, PAGIBIG & LGU

MOAT_D-D

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "MOA") is made, entered into, and executed this JAN 09 2024 by and between:

The **DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT**, a national government agency primarily responsible for management of housing, human settlement, and urban development, with office address at the DHSUD Building, Kalayaan Avenue corner Mayaman Street, Diliman, Quezon City, herein represented by **UNDERSECRETARY EMMANUEL D. PINEDA**, by virtue of Special Order No. 2023-447, Series of 2023, hereinafter referred to as "**DHSUD**";

-and-

The **HOME DEVELOPMENT MUTUAL FUND** (also known as **Pag-IBIG FUND**), a government financial institution duly organized and existing under and by virtue of Republic Act No. 9679, with principal office at Petron MegaPlaza, 358 Sen. Gil Puyat Avenue, Makati City, represented in this Act by its **CHIEF EXECUTIVE OFFICER MARILENE C. ACOSTA**, hereinafter referred to as the "**Pag-IBIG FUND**";

-and-

The **CITY GOVERNMENT OF ALAMINOS, PANGASINAN**, a Local Government Unit existing under the laws of the Republic of the Philippines, with principal office at Quezon Avenue, Brgy. Poblacion, Alaminos City, Pangasinan 2404, represented by its City Mayor, **ARTH BRYAN C. CELESTE**, duly authorized under Sanggunian Panlungsod Resolution No.2023-160¹, dated July 25, 2023, and hereinafter referred to as the "**LGU**"

The **DHSUD**, **Pag-IBIG FUND**, and the **LGU** may also be individually referred to as "Party," and collectively as "Parties."

WITNESSETH:

WHEREAS, Republic Act No. 11201 created the **Department of Human Settlements and Urban Development (DHSUD)** as the primary national government entity responsible for policy, direction, regulation, and management of housing, human settlements, and urban development;

WHEREAS, the Department of Human Settlements and Urban Development (DHSUD) launched its flagship program in the year 2022: "**Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028**";

¹ Attached as Annex "A" is the Sangguniang Panlungsod Resolution No. 2023-160.

Tripartite Agreement between DHSUD, PAGIBIG & LGU

Memorandum of Agreement
DHSUD, Pag-IBIG FUND, and the City Government of Alaminos, Pangasinan
Pambansang Pabahay Para Sa Pilipino
MOAT_DO Version 08302023

WHEREAS, Department Circular No. 2022-04 dated December 15, 2022, declared the **Pambansang Pabahay Para sa Pilipino (4PH) Program** as a priority program of **DHSUD**;

WHEREAS, the **Pambansang Pabahay Para sa Pilipino (4PH) Program** is a government housing program implemented by the **DHSUD** in partnership with its key shelter agencies, which aims to address the country's housing needs of over six million (6,000,000.00) by 2028;

WHEREAS, **Pag-IBIG FUND** is one of the premier financial institutions in the country, which aims to establish, develop, promote, and integrate a nationwide mutual provident savings system suitable for the needs of the employed and other earning groups, motivate, better plan, and provide for their housing needs by becoming qualified members of **Pag-IBIG FUND** with mandatory contributory support of employers in the spirit of social justice and the pursuit of national development;

WHEREAS, pursuant to and in accordance with its mandate, the **Pag-IBIG FUND** implemented the Direct Developmental Loan Program which aims to increase the number of end-user availments by providing additional housing inventories through developmental financing;

WHEREAS, in support to the 4PH Program, **Pag-IBIG FUND** as one of Government Financial Institutions (GFIs), has made its funds available for the development of housing projects under the program through its Pag-IBIG FUND Direct Developmental Loan Program;

WHEREAS, the **LGU**, pursuant to its agreement with the **DEVELOPER/CONTRACTOR**, has adopted the implementation of the 4PH program;

WHEREAS, the **LGU** shall be the lead proponent for the Project, the **DHSUD** shall oversee the implementation and other compliances necessary for the project, and the **Pag-IBIG FUND** shall fund the project as needed;

WHEREAS, the **PARTIES** have expressed their willingness to complement each other and jointly help to pursue the Program and commit to faithfully perform their obligations as contained herein, providing quality yet affordable shelter to the underprivileged beneficiaries being one of the main thrusts of our government. Through competence and active involvement, this undertaking or project is in pursuit of sustainable solutions for the growing housing backlogs in the City of Alaminos, Pangasinan.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree and bind themselves to the following

Tripartite Agreement between DHSUD, PAGIBIG & LGU

Memorandum of Agreement
DHSUD, Pag-IBIG FUND, and the City Government of Alaminos, Pangasinan
Pambansang Pabahay Para Sa Pilipino
MOAT_DO Version 08302023

SECTION 1 DEFINITION OF TERMS AND INTERPRETATION

Section 1.1. Definition of Terms

As used herein, the following terms shall have the following meanings:

- (a) **CONTRACTOR** refers to any person who undertakes or offers to undertake the construction, repair, improvement of any building, structure, or project, or who provides labor and materials for the completion of an identified project under the specified engagement terms or contract;
- (b) **DEVELOPER** shall refer to any natural or juridical person engaged in the business of real estate development for his/her or its own account and offering them for sale or lease, duly authorized, selected, and/or partnered with by the LGU. For purposes of Pag-IBIG's Direct Developmental Loan Program (DDL), a **DEVELOPER** must have an established track record of at least five (5) years in housing development and with at least three hundred (300) completed house and lot / condominium units to be able to avail of the Developmental Loan from **Pag-IBIG FUND**;
- (c) **DEVELOPMENTAL LOAN** refers to the financial loan to be extended by **Pag-IBIG FUND** to the **DEVELOPER/CONTRACTOR** for the development and completion of the **PROJECT** in accordance with the former's guidelines for the 4PH DDL and the amendments thereof;
- (c) **END-USER FINANCING** shall refer to a housing loan program or package to be extended by the **Pag-IBIG FUND** to the qualified target project beneficiaries of the housing **PROJECT**;
- (d) **INFORMAL SETTLER FAMILIES (ISFs)** refers to the primary target beneficiaries of the **PROJECT** that are living under challenged conditions residing in blighted areas, waterways, and other danger zones, as determined and verified by the **LGU**;
- (e) **MEMORANDUM OF AGREEMENT** shall mean this agreement, including all future amendments and supplements thereto;
- (f) **PROJECT** shall mean the multi- level condominium projects, pursuant to the 4PH Program, that will be developed by the **DEVELOPER/CONTRACTOR**, with all the necessary utility systems such as roads, power, drainage and water distribution;
- (g) **PROJECT BENEFICIARIES** shall refer to the individuals with designated income levels, to whom specific areas of the **PROJECT** as developed and completed will be sold, and who shall be identified and selected by the **LGU**, with eligibility for loans under the **Pag-IBIG FUND's** prevailing housing loan policies and guidelines for 4PH program; and

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- (h) **NECESSARY SUPPORT FACILITIES** shall include, but is not limited to, concrete roads, drainage system, water and power connections; and
- (i) **TURNKEY** shall refer to the implementation modality of the 4PH Program whereby the private developer assumes the responsibility of land acquisition, site development, and/or housing construction. The completed housing project shall be turned over/sold to the 4PH project beneficiaries in coordination with the LGU. For this purpose, there is a complete turn-key arrangement when the private developer fully assumes responsibility over the land acquisition, the site development, and the housing construction.

Section 1.2 Interpretation. The headings in this Memorandum of Agreement are inserted for convenience of reference only and shall not limit or affect the interpretation of the provisions hereof. Unless the context otherwise requires, words denoting the singular number shall include the plural, and vice versa. References to Sections and Exhibits are to be construed as references to the Sections and exhibits of and to this Memorandum of Agreement while references to Annexes are to be deemed references to the implementing documents, consisting of the Loan Agreement and the Deed of Assignment of Take-out/ Sales Proceeds and other income/revenues, annexed hereto and made an integral part hereof.

SECTION 2 PROJECT

The Project shall be named as **HUNDRED ISLANDS RESIDENCES** located at Bainto Road, Barangay Bolaney, Alaminos City, with;

TCT 31836²

A parcel of land (Lot 1-A, Psd-01-064678, being a portion of Lot 1, Psd-01-029937, L.R.C. Rec. No. ____) situated in Brgy. Bolaney, City of Alaminos, Prov. Of Pangasinan, Island of Luzon. Bounded on the SW. along line 1-2 by Modesto Sison; on the NW. along line 2-3 by Public Land; on the NE. along line 3-4 by Lot-I-H of the subd. Plan; (Road Lot); on the SE. along line 4-1 by Lot-1-B of the subd. plan. Beginning at a point marked "1" of Lot-1-A on plan being N. 20 deg., 56'W., 1938.47 m. from BLBM No. 2, Alos, Alaminos, Pangasinan;

Thence N. 09 deg. 30'W., 53.54 m. to point 2;
Thence N. 65 deg. 08'E., 70.91 m. to point 3;
Thence S. 04 deg. 30'E., 81.73 m. to point 4;
Thence S. 88 deg. 56'W., 61.92 m. to the point of;

Beginning, containing an area of FOUR THOUSAND THREE HUNDRED FIFTY SEVEN (4,357) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground are as follows; points 2 by old PS cyl. mons. 15 x 60 cms. & the rest by PS cyl. Conc. mons. 15 x 50 cms. Bearing true, date of original survey on Oct. 28-30, 1936 date of subd. Survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

² The subject TCTs are attached hereto as Annex "B".

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TCT 31837

A parcel of land (Lot I-B, Psd-01-064678, being a portion of Lot 1, Psd-01-029937, L.R.C. Rec. No. _____) situated in Brgy. Bolaney, City of Alaminos, Prov. Of Pangasinan, Island of Luzon. Bounded on the NW. along line 1-2 by Lot-1-A & along Line 2-3 by Lot-1-H (Road Lot) both of the subd. plan. on the NE. along line 3-4 by Lot-1-E & along line 4-5 by Lot-1-C both of the subd. plan; on the SE. along line 5-6 by Modesto Sison; on the SW. along line 6-1 by Modesto Sison. Beginning at a point marked "1" of Lot-1-B on the plan being N. 20 deg. 56'W., 1938.47 m. from BLBM No. 2, Alos, Alaminos, Pangasinan;

Thence N. 88 deg. 56'E., 61.92 m. to point 2;
 Thence N. 88 deg. 56'E., 10.00 m. to point 3;
 Thence S. 04 deg. 30'E., 64.44 m. to point 4;
 Thence S. 04 deg. 31'E., 21.56 m. to point 5;
 Thence N. 59 deg. 20'W., 83.30 m. to point 6;
 Thence N. 09 deg. 30'W., 42.52 m. to point of;

Beginning, containing an area of FOUR THOUSAND FOUR HUNDRED THIRTY NINE (4,439) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground are as follows; points 6 by old PS cyl. mons. 15 x 60 cms., Bearing true, date of original survey on Oct. 28-30, 1936 date of subd. Survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

TCT 31838

A parcel of land (Lot I-C, Psd-01-064678, being a portion of Lot-01, Psd-01-029937, L.R.C. Rec. No. _____) situated in Brgy. Bolaney, City of Alaminos, Prov. Of Pangasinan, Island of Luzon. Bounded on the NW. along line 7-1 by Lot-1-E, along line 1-2 by Lot-1-H (Road Lot), along line 2-3 by Lot-1-D, all of the subd. Plan; on the NE. along line 3-4 by Arturo Sison; on the SE. along line 4-5-6 by Modesto Sison; on the SW. along line 6-7 by Lot-1-B of the subd. Plan. Beginning at a point marked "1" of Lot-1-C on plan being N. 18 deg. 50'W., 1846.10 m. from BLBM No. 2, Alos, Alaminos, Pangasinan,

Thence S. 89 deg. 19'E., 10.00 m. to point 2;
 Thence S. 89 deg. 19'E., 20.00 m. to point 3;
 Thence S. 04 deg. 30'E., 26.00 m. to point 4;
 Thence N. 89 deg. 19'W., 42.72 m. to point 5;
 Thence N. 59 deg. 20'W., 8.86 m. to point 6;
 Thence N. 04 deg. 31'W., 21.56 m. to point 7;
 Thence S. 89 deg. 19'E., 20.00 m. to the point of;

Beginning, containing an area of ONE THOUSAND TWO HUNDRED SEVENTY NINE (1,279) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground are as follows; points 4 to 5 by old PS cyl. mons. 15 x 60 cms. & the rest by PS cyl. Conc. mons. 15 x 50 cms. Bearing true, date of original survey on Oct. 28-30, 1936 date of subd. Survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

TCT 31839

A parcel of land (Lot-1-D, Psd-01-064678, being a portion of Lot-1, Psd-01-029937, L.R.C. Rec. No. _____) situated in Brgy. Bolaney, City of Alaminos, Prov. Of Pangasinan, Island of Luzon. Bounded on the SW. along line 1-2 by Lot-1-H, (Road Lot, of the subd. Plan; on the NW. along line 2-3 by Lot-1-H (Road Lot of the subd. plan; on the NE. along line 3-4 by Arturo Sison on the SE. along line 4-1 by Lot-1-C of the subd. plan. Beginning at a point marked "1" of Lot-1-D on the plan being N. 18 deg. 32'W., 1842.78 m. from BLBM No. 2, Alos, Alaminos, Pangasinan,

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Thence N. 04 deg. 30'W., 151.49 m. to point 2;
Thence N. 65 deg. 08'E., 21.26 m. to point 3;
Thence S. 04 deg. 30'E., 160.69 m. to point 4;
Thence N. 89 deg. 19'W., 20.00 m. to the point of;

Beginning, containing an area of THREE THOUSAND ONE HUNDRED NINE (3,109) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground are as follows; points 4 & 5 by old PS cyl. mons. 15 x 60 cms. & the rest by PS cyl. Conc. mons. 15 x 50 cms. Bearing true, date of original survey on Oct. 28-30, 1936 date of subd. Survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

TCT 31840

A parcel of land (Lot-1-E, Psd-01-064678, being a portion of Lot-1, Psd-01-029937, L.R.C. Rec. No. _____) situated in Brgy. Bolaney, City of Alaminos, Prov. Of Pangasinan, Island of Luzon. Bounded on the S. along line 1-2 by Lot-1-C, of the subd. Plan; on the W. along line 2-3 by Lot-1-B & along line 3-4 by Lot-1-H (Road Lot) both of the subd. plan; on the N. along line 4-5 by Lot-1-F of the subd. plan; on the E. along line 5-1 by Lot-1-H (Road Lot) of the subd. plan. Beginning at a point marked "1" of Lot-1-E, on the plan being N. 18 deg. 50'W., 1846.10 m. from BLBM No. 2, Alos, Alaminos, Pangasinan,

Thence N. 89 deg. 19'W., 20.00 m. to point 2;
Thence N. 04 deg. 30'W., 64.44 m. to point 3;
Thence N. 04 deg. 30'W., 33.24 m. to point 4;
Thence S. 89 deg. 19'E., 20.00 m. to point 5;
Thence S. 04 deg. 30'E., 97.68 m. to the point of;

Beginning, containing an area of ONE THOUSAND NINE HUNDRED FORTY SIX (1,946) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground are all PS cyl. conc. mons. 15 x 50 cms., bearing true, date of original survey on Oct. 28-30, 1936 date of subd. survey on July 6, 2006 executed by Geodetic Engr. Leonardo V. de Vera and approved on Sept. 4, 2006.

It shall be composed of **Eight Hundred Eighty-Two (882) residential units**. The total project cost is at the amount of **P816,949,780.00** computed as land acquisition cost in the amount of P77,038,500.00 plus construction cost in the amount of P739,911,280.00. This project is a multi-level condominium with **eight (8)** number of buildings of **four (4)** storeys.

The selling price per unit is as follows, subject to approval by DHSUD:

UNIT SIZE	SELLING PRICE / UNIT
24 sqm	P 1,018,167.12 (excluding construction, land development, administrative cost & fees, special works/unique works such as piling works, elevator/s, among others + land acquisition cost)

SECTION 3
COMPLETION DATE OF THE PROJECT

The Project has a target completion date of **three (3) years** after the execution of this MOA.

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SECTION 4 RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES

Section 4.1. RESPONSIBILITIES AND OBLIGATIONS OF DHSUD

- 4.1.1 **DHSUD** shall facilitate, either directly or through its Key Shelter Agencies (KSAs), the implementation of the housing projects in collaboration with the **LGU** and other relevant agencies by acting as the overall enabler, initiator, coordinator, and facilitator of the Housing Program;
- 4.1.2 It shall facilitate the provision of funds for the program through the General Appropriations Act (GAA) for use as interest subsidy for the program's project beneficiaries;
- 4.1.3 The 4PH beneficiaries will be entitled to an interest subsidy not to exceed five percent (5%). Corollary, the 4PH beneficiaries shall pay minimum interest rate of one percent (1%).
- 4.1.4 The interest subsidy shall be sourced from the Annual Appropriations Act or from any other sources of funds to be provided by the National Government. It may also be derived from any future legislation that Congress may pass in relation to the program;
- 4.1.5 It shall assist in the reduction and simplification of qualification and accreditation requirements for the participating **DEVELOPER/CONTRACTOR**;
- 4.1.6 As initiator, coordinator, and overall enabler, it shall oversee and monitor the implementation of the 4PH Program, including the project implementation and performance of all **PARTIES**;
- 4.1.7 It shall also assist the **LGU** in obtaining the necessary permits and licenses from national government agencies;
- 4.1.8 It warrants expediting the development of the housing projects enrolled in or registered with the 4PH Program. In this regard, it shall assist in providing the performance parameters and specifications, support, and technical assistance to the **LGU**, and other program partners, including the facilitation of the License-to-Sell (LS) and other requirements needed for the issuance of a Development Permit (DP);
- 4.1.9 It shall coordinate with the **LGU** for the list of qualified beneficiaries entitled to housing units in the **PROJECT**;
- 4.1.10 It shall assist in the organization of homeowner's association among the buyers and residents; and
- 4.1.11 It may extend necessary support and assistance within its powers and capacity in order to implement the **PROJECT**.

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Section 4.2. RESPONSIBILITIES AND OBLIGATIONS OF THE PAG-IBIG FUND

- 4.2.1 It shall extend Direct Developmental Loan to the **DEVELOPER/CONTRACTOR**, who passed the accreditation process, in the event that the latter chose to avail of the same, in accordance with **Pag-IBIG FUND's** existing wholesale loan policies and guidelines for the land development and construction of the proposed housing project;
- 4.2.2 It may provide technical assistance to the **LGU** including, but not limited to, the project conceptualization and packaging to facilitate the full implementation of the **PROJECT**;
- 4.2.3 It shall extend individual housing loans to eligible beneficiaries pre-qualified and selected by the **LGU**, pursuant to the socialized housing price ceiling jointly determined by DHSUD and NEDA, and subject further to **Pag-IBIG FUND's** prevailing housing loan policies and guidelines for the 4PH program;
- 4.2.4 It shall provide housing loan counseling;
- 4.2.5 It may assist the **LGU** in coordinating with other Key Shelter Agencies for the successful implementation of the housing project; and
- 4.2.6 It shall simplify the guidelines and requirements to facilitate the access to financing by the **LGU**, if needed, its authorized developers/contractors, and homebuyer-beneficiaries.

Section 4.3. RESPONSIBILITIES AND OBLIGATIONS OF THE LGU

- 4.3.1 It shall cause its partner **DEVELOPER/CONTRACTOR** to ensure that the land title of the **DEVELOPER/CONTRACTOR** where the **PROJECT** will be located is free from all liens, claims, or encumbrances, and that the land is free and unoccupied by any settlers upon or at the commencement of the land development and housing construction. The **DEVELOPER/CONTRACTOR** shall likewise ensure that the land is physically suitable and accessible for the **PROJECT**;
- 4.3.2 It shall hold Pag-IBIG FUND, its member-borrowers, successors-in-interest, assigns, and its employees, officers harmless from and against all losses, costs, liabilities, claims, damages and expenses of every kind and character, resulting from or relating to or arising out of any dispute or claim on the control and rightful possessor of the land and validity of the land title;
- 4.3.3 It shall ensure that the project design pertaining to the type of land development, structural designs, and condominium units, and other specifications to be proposed by the **DEVELOPER/CONTRACTOR** conform to the applicable **DHSUD** standards, and other relevant or applicable laws, rules and regulations;

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- 4.3.4 It shall assist and provide easy processing of the necessary permits, licenses, certificates, and/or approvals in relation to the development of the **PROJECT**;
- 4.3.5 It may provide support to the **PROJECT** and its beneficiaries, either through monthly amortization support and/or other commitments and assistance, such as additional land donation and site development, to make the units affordable to target project beneficiaries;
- 4.3.6 It shall identify qualified project beneficiaries based on the eligibility requirements provided by the **Pag-IBIG FUND**'s prevailing housing loan policies and guidelines for the 4PH Program and existing laws, rules and regulations;
- 4.3.7 It shall submit to **DHSUD** and the **Pag-IBIG FUND** list of the legitimate and qualified beneficiaries who are entitled to reside and occupy the housing units of the **PROJECT**;
- 4.3.8 It shall promote to the beneficiaries the housing loan programs of **Pag-IBIG FUND** and assist the beneficiaries in their application for **Pag-IBIG FUND** Housing Loans through an orientation of the guidelines and loan requirements of **Pag-IBIG Fund**;
- 4.3.9 It shall ensure that the necessary facilities are in place, such as, but not limited to, a concrete road, a drainage system, water supply, and power connections. It shall ensure that the necessary facilities are available upon occupancy by the **LGU**'s beneficiaries on the **PROJECT**;
- 4.3.10 It shall ensure for the estate/property management of the project and the availability of funds for the purpose;
- 4.3.11 It shall formulate local policies and programs to support and facilitate project financing, construction, and property management, including necessary financial and social services assistance for the target beneficiaries;
- 4.3.12 It shall ensure that the **DEVELOPER/CONTRACTOR** complies with the technical, financial, and documentary requirements as may be required under the 4PH Program;
- 4.3.13 It shall perform any and all actions, obligations, or responsibilities that the **LGU** may wish to undertake for the proper and full implementation of the Program, provided that it is not contrary to law, good custom, public order, or public policy, and its executed MOA;
- 4.3.14 It shall oversee the completion of the **PROJECT** within the construction schedule and extensions, if any, as approved by **DHSUD**.
- 4.3.15 It shall ensure that the Master Deed for the **PROJECT**, or any other document relative to the administration of the project, does not contain limitation/s and restriction/s that will affect the right of **Pag-IBIG FUND**

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to enforce its rights, interests or lien on the property, to recover on its exposure by subsequent sale of the collateral to the individual housing loan that has become its acquired assets, and ensure that the property subject of the individual housing loans provided to the project beneficiaries is not impaired.

SECTION 5 WARRANTY AND SECURITY

Section 5.1. The loan shall be secured by any or all of the following:

Real Estate Mortgage on the real estate property subject of the loan including the land and/or building/improvements comprising the housing project and any improvements that will thereafter exist on the project site.

In the event that the value of the on-site collateral is insufficient, the loan may be secured by additional or off-site collateral acceptable to the **Pag-IBIG FUND**. This may come in the form of undeveloped, partially developed, or developed residential lands, either adjacent or contiguous to the PROJECT/S site or located in another area, or in any other form as maybe allowed under the Pag-IBIG Fund's prevailing guidelines.

Section 5.2. Assignment of Takeout Proceeds and/or Sales Income

The LGU shall ensure that the **DEVELOPER/CONTRACTOR** shall be allowed to assign to the **Pag-IBIG FUND** the loan proceeds of accounts that have been financed through the prevailing Pag-IBIG End-User Home Financing Program and/or the income from sales of the **PROJECT** to be financed, thereby authorizing the **Pag-IBIG FUND** to apply the said amount to the **DEVELOPER/CONTRACTOR's** outstanding obligation.

SECTION 6 MISCELLANEOUS

Section 6.1. Complete Agreement. This Agreement shall be construed as a general agreement on commitments between the Parties. The same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail;

Section 6.2. Effectivity. This Agreement shall take effect upon its execution and shall remain effective, unless otherwise terminated through written and mutual agreement by the Parties or upon satisfaction of the objectives by which this Agreement was forged.

Section 6.3. Non-waiver of Rights. The failure of a Party to insist upon a strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be

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construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

Section 6.4. Amendments. Any amendment or additional term and condition to this Agreement must be in writing. The parties hereto may, at any time, by mutual agreement, execute a supplement or amendment for the purpose of adding provisions to or changing or eliminating provisions of this Memorandum of Agreement.

To ensure compliance with the prevailing guidelines and business rules of the **Pag-IBIG FUND** relative to the grant of the developmental loan or other funding facility, the parties shall execute a supplemental or amendatory agreement, upon demand from the **Pag-IBIG FUND**.

Nothing in this Memorandum of Agreement shall preclude the parties from entering into a separate agreement, as they may deem necessary, in furtherance of the objectives and for the implementation of the intended housing PROJECT/S.

Section 6.5. Assignment and Sub-Contracting. Unless otherwise stated in this Agreement, a party shall not assign or transfer any of its interests and title under this Agreement nor subcontract any portion of the work covered by the contract without the written consent of the other party.

Section 6.6. Additional Developmental Loan. The **DEVELOPER/CONTRACTOR** may apply for a new developmental loan; provided, the said **DEVELOPER/CONTRACTOR** meets the criteria for a new loan. The total debt shall be evaluated at any given time and must not exceed the Single Borrower's Limit.

Section 6.7. Cross Default. A default in one developmental loan with **Pag-IBIG FUND** shall entail a default in the other direct developmental loans with **Pag-IBIG FUND**.

Section 6.8. Governing Law and Venue of Suit. This Agreement shall be governed by and construed according to the laws of the Republic of the Philippines. The venue of any court action with respect to this Agreement shall be the proper court of Quezon City only, to the exclusion of any other venues.

Section 6.9. Counterparts. This MOA may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 6.10. Good Faith. In complying with and implementing the terms of this MOA, the Parties shall exercise good faith and cooperation to ensure the fulfillment of their common objective.

Section 6.11. Successors and Assigns. This MOA shall inure to the benefit of the **PARTIES** hereto and their respective successors and assigns, except that the LGU shall ensure that the **DEVELOPER/CONTRACTOR** cannot transfer and/or assign its rights and obligations hereunder to a third party without the written conformity of the **Pag-IBIG FUND**.

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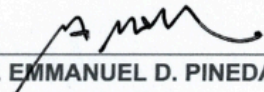
Section 6.12. Separability. If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated, or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

Section 6.13. Settlement of Disputes. The parties herein commit to exerting efforts to resolve amicably any dispute, of any kind whatsoever, in connection with or arising out of this Memorandum of Agreement, prior to filing any suit or action before any quasi-judicial agencies, or the courts.

IN WITNESS WHEREOF, the Parties hereto have signed and executed this Memorandum of Agreement this JAN 09 2024 in QUEZON CITY.

DEPARTMENT OF HUMAN
SETTLEMENTS AND URBAN
DEVELOPMENT (DHSUD)

By:


ENGR. EMMANUEL D. PINEDA
Undersecretary

CITY GOVERNMENT OF ALAMINOS,
PANGASINAN (LGU)

By:


ARTH BRYAN C. CELESTE
City Mayor

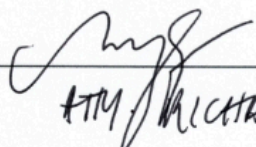
HOME DEVELOPMENT
MUTUAL FUND (Pag-IBIG FUND)

By:


MARILENE C. ACOSTA
Chief Executive Officer

SIGNED IN THE PRESENCE OF:


BENJAMIN R. FELIX JR.
Deputy Chief Executive Officer


ATTY. RICHARD 216A


BENJAMIN R. FELIX JR.
Deputy Chief Executive Officer

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Pambansang Palahay Para Sa Pilipino

REPUBLIC OF THE PHILIPPINES }
QUEZON CITY } S.S.

1) Engr. Emmanuel D. Pineda	ID	:	
	Issued On:	:	
	Issued By:	:	
	Expires On:	:	
2) Marilene C. Acosta	ID	:	
	Issued On:	:	
	Issued By:	:	
	Expires On:	:	
3) Arth Bryan. Celeste	ID	:	Driver's License No. A09-15-000954
	Issued On:	:	June 5, 2022
	Issued By:	:	LTO-Alaminos City
	Expires On:	:	June 5, 2032

This Memorandum of Agreement consists of thirteen (13) pages, including the page wherein this acknowledgment is written, signed by the Parties and their witnesses.

WITNESS MY HAND AND NOTARIAL SEAL, this _____ day of _____ in
QUEZON CITY, Philippines.

Doc No. 148
Page No. 21
Book No. 1-
SERIES of 2024

ATTY. MA. CLARA ABAYON
NOTARY PUBLIC
Adm. Matter No. NP-257 (2023-2024)
PTR No. 5558371, Jan 03, 2024
IsP OR No. 380643, Dec. 29, 2023
Roll No. 84156
B4.11 De Leon St., Isadora Hills Subd
B33 Holy Spirit, Quezon City

DHSUD Project Certification for Alaminos City Pangasinan



REPUBLIC OF THE PHILIPPINES
Department of Human Settlements and Urban Development
Kagawaran ng Pananahang Pantao at Pagpapalad ng Kalusuran

COPY

Issue No. LC-OASHJO-2023-1006-0087
Date: 06 December 2023

CERTIFICATION

This is to certify that after a thorough review and examination of the terms of the proposed **Memorandum of Agreement (MOA)** by and between the **Department of Human Settlements and Urban Development (DHSUD)**, represented by **Secretary Jose Rizalino L. Acuzar**, and the **City Government of Alaminos, Pangasinan**, represented by its Mayor, **Hon. Arth Bryan C. Celeste**, the undersigned find its stipulations and provisions are in conformity with pertinent laws, rules and regulations.

The MOA calls for the development of housing projects for the benefit of the residents of the City Government of Alaminos, Pangasinan, especially the Informal Settler Families (ISFs), both for residential and commercial purposes, by pooling together their technical, financial and manpower resources for the development of the said projects.

This likewise certifies that the proposed MOA is found to be sufficient in form and substance, and within the power and authority of the DHSUD to enter into pursuant to Republic Act No. 11201.


ATTY. HANICA RACHAEL ARSHIA J. ONG
Assistant Secretary

JVM_12/06/2023



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PAGIBIG Beneficiaries Orientation

ALAMINOS CITY

March 12, 2024 marks the first initiative of several Government bodies to orient and brief the almost **1,000 PAG-IBIG Fund members beneficiaries** which was conducted in two sessions.

The activity was spearheaded by **DHSUD Regional (Region1) Focal Engr. Sherwin Patanao**, **PAGIBIG Fund Region 1 Housing Business Center representative Mr. Ferdinand Jacildone**, **PAGIBIG Fund Dagupan branch head Ms. Corina Joyce Calaguin** and **Keys 2Prosperity Realty Development Corporation, Chairman, Mr. Elmer Despi**.



PAGIBIG Affirmation Letter (Letter of Guarantee)



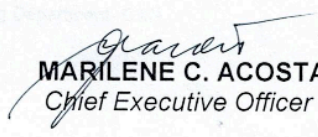
Pag-IBIG Fund

(Home Development Mutual Fund)

January 3, 2025

AFFIRMATION LETTER

This is to affirm the Pag-IBIG Fund's commitment as expressed in the Tripartite Memorandum of Agreement dated 09 January 2024 between and among the City Government of Alaminos, Pangasinan, Department of Human Settlements and Urban Development (DHSUD), and the Home Development Mutual Fund to take out the housing loan applications of eligible project beneficiaries in the **Hundred Islands Residences** as identified by the City Government of Alaminos, Pangasinan under the Pambansang Pabahay Para sa Pilipino (4PH) Program, subject to the prevailing Pag-IBIG Fund guidelines.


MARILENE C. ACOSTA
Chief Executive Officer

OFFICE OF THE CHIEF EXECUTIVE OFFICER

43rd Floor BDO Life Megaplaza, No. 358 Sen. Gil Puyat Ave., Makati City
8422-3000 local 5365



GROUND BREAK CEREMONY JANUARY 23, 2025

Successfully held this day in Barangay Bolaney was the Blessing & Ground Breaking Ceremony of the National Housing for the Filipino Housing (4PH) Program.

The 4PH is one of the flagship programs of our President Ferdinand Marcos, Jr. to provide the opportunity for all Filipinos in all sectors of society to have their own homes.

This program is part of the desire of the local government of Alaminos City, under the leadership of Mayor Arth Bryan C. Celeste and the First District Congressional Office led by Congressman Arthur F. Celeste, in collaboration with the Department of Human Settlements and Urban Development (DHSUD), Pag-IBIG Mutual Fund, and Keys 2Prosperity Realty Development Corporation, to provide comfortable, decent, and proper housing for the people of Alaminos.

Also joining the historic activity and delivering messages were Founder & CEO of Keys 2Prosperity Realty Development Corporation Mr. Elmer Despi, Assistant III Aura Jyny Villena-Martin, representing Vice Mayor Jan Marianne R. Fontelera, , Engr. Michael Peter Navalta representing DHSUD Regional Director Atty. Richard Venancio Fernando V. Ziga, PAG-IBIG Fund Area Head – Ilocos Region Meriam N. Pamittan represented by Dagupan Branch Head Corina Joice Calaguin.

Rev. Fr. also attended the gathering. Ulysses Cacho, who led the blessing of the housing site, City Councilor Atty. Walter Macaiba, SDS-ACSDO Dr. Ely S. Ubaldo, Dr. Miguel Gellado, CHRMO and OIC-City Administrator Dr. Emielou E. Gellado, and ACPS Chief of Police PLTCOL Bernabe F. Ramos, along with the Department Heads of the local government. Keys 2Prosperity Realty Development Corporation Directors & Management people led by Maria Ohara Lee, Chona P. Luyahan and Engr. Jon Jon Pangilinan.



GROUND BREAK CEREMONY JANUARY 23, 2025



LET'S WORK

TOGETHER

Keys 2Prosperity Realty Development Corporation is a new player in the real estate industry aiming to make a difference in the shortest possible time. Always at the forefront of technology, we are always finding ways to make things better through strategic partnerships and innovations.

LET'S WORK TOGETHER IN PROVIDING A BETTER WORLD THROUGH SUSTAINABLE PROJECTS.

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