

OFFER TO PURCHASE

_____ Date

To: **Pag-IBIG FUND COMMITTEE OF DISPOSITION OF ACQUIRED ASSETS**

Relative to the sale of Pag-IBIG Fund acquired assets under Bulk Sale with Publication Batch Number _____, I/We hereby submit my/our offer to purchase all the properties as described below subject to the terms and conditions as herein stated and provided under the Omnibus Guidelines Implementing the Sale of Pag-IBIG Fund Acquired Assets Program:

NAME OF PROJECT	LOCATION	NO. OF PROPERTIES	GROSS SELLING PRICE

- OFFERED PRICE (must be equal to or higher than the Gross Selling Price)** _____ (P _____).
- Mode Payment: Cash (to pay within 30 days from signing of Deed of Conditional Sale)
 Short Term Installment (to pay within _____ months quarters)
(maximum of 12 months or 4 quarters from date of signing of Deed of Conditional Sale)

Buyer Information (Please write in BLOCK LETTERS):

NAME OF COMPANY/ORGANIZATION (BUYER)		DATE ESTABLISHED <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> <tr> <td>m</td><td>m</td><td>d</td><td>d</td><td>y</td><td>y</td><td>y</td><td>y</td> </tr> </table>										m	m	d	d	y	y	y	y
m	m	d	d	y	y	y	y												
TRADE NAME (IF ANY)		DATE OF INITIAL OPERATION <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> <tr> <td>m</td><td>m</td><td>d</td><td>d</td><td>y</td><td>y</td><td>y</td><td>y</td> </tr> </table>										m	m	d	d	y	y	y	y
m	m	d	d	y	y	y	y												
TYPE OF ORGANIZATION <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Cooperative <input type="checkbox"/> Others <input type="checkbox"/> Partnership <input type="checkbox"/> Local Government Unit (LGU) <input type="checkbox"/> Association		CONTACT DETAILS <i>(Indicate country code if abroad)</i> COUNTRY + AREA CODE TELEPHONE NO. Cellphone No. <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>																	
NATURE OF BUSINESS	NO. OF YEARS IN BUSINESS	Home Tel. No. <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>																	
Pag-IBIG EMPLOYER NO.	TAX IDENTIFICATION NUMBER (TIN)																		
OFFICE ADDRESS <i>Unit/Room No., Floor Building Name Lot No., Block No., Phase No. or House No. Street Name</i>		Employer/Business Tel. No. <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>																	
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Authorized Representative Information (Please write in BLOCK LETTERS):

NAME OF AUTHORIZED REPRESENTATIVE <i>Last Name First Name Name Extension (e.g. Jr., III) Middle Name Maiden Name</i>		DATE OF BIRTH <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> <tr> <td>m</td><td>m</td><td>d</td><td>d</td><td>y</td><td>y</td><td>y</td><td>y</td> </tr> </table>										m	m	d	d	y	y	y	y
m	m	d	d	y	y	y	y												
POSITION IN THE COMPANY		CITIZENSHIP	COMMON REFERENCE NO. (GRN)																
Pag-IBIG MID NUMBER/RTN	SSS/GSIS ID NO.	TAXPAYERS ID NO. (TIN)	CONTACT DETAILS <i>(Indicate country code if abroad)</i> COUNTRY + AREA CODE TELEPHONE NO. Cellphone No. <table style="width: 100%; text-align: center;"> <tr> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> <td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td><td style="width: 25px;"> </td> </tr> </table>																
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CERTIFICATION AND SWORN DECLARATION

I/We do hereby release/s and forever discharge/s the **SELLER** (Pag-IBIG Fund), its successors and assigns, from any and all claims and remedies of whatever kind or nature that I/We may have arising from the following:

- 1) the condition of the property,
- 2) its construction, design, or the materials used thereon,
- 3) the location of the property and the presence of hazardous elements that may be found at or around the area,
- 4) the transactions had by the **SELLER** with the previous owner/developer of the properties being sold,
- 5) the claims that the previous owner/developer, its subsidiaries and affiliates, may have on the property and against the **SELLER** in relation to the property, or because of the transactions the said parties entered into with respect to the property,
- 6) the actions being litigated between the **SELLER** and the previous owner/developer with respect to the transactions the said parties entered into, and the legal effects that the outcome of those actions may have on the rights, interest of the **SELLER** to the property,
- 7) the existing documentation about the property, which, for the purpose of this Agreement, have been inspected by me/us and which I/we found acceptable,
- 8) the claims of third parties annotated on the certificates of title to the property, if any,
- 9) claims arising from warranty of eviction, and
- 10) claims arising from acts or omissions of the **SELLER**, or its agents, in the care and management of the property.

At the same time, I/We represent/s and warrant/s as follows:

- (a) My/our organizational status (including, but not limited to, its jurisdiction of incorporation or organization) is set forth correctly on the signature page below. My/our organization is duly organized, validly existing and in good standing under the laws of the Republic of the Philippines. I/We are qualified or licensed to do business in all jurisdictions in which it is required to be qualified or licensed and by all applicable governmental or other authorities having jurisdiction over its activities with respect to the purchase of the Portfolio (including, but not limited to the properties as herein by being purchased).
- (b) I/We has the requisite power, authority, and capacity to sign, execute, deliver, and perform this Agreement and all the transactions contemplated by this Agreement.
- (c) The signing, execution, delivery and performance of this Agreement by me/us does not and the consummation of the transactions contemplated by this Agreement will not (i) violate any material provision of law, rule or regulation or any judgment, order, writ, injunction or decree of any court, governmental authority or agency applicable to BUYER, (ii) conflict with any of the terms of my/our Articles of Incorporation, charter, bylaws or any other governing instrument relating to the conduct of my/our business or the ownership of properties, or (iii) conflict with or result in a breach or give rise to any right of termination, cancellation or acceleration under any other agreement or instrument to which I/We is/are a party or by which I/We or any of my/our asset/s is/are bound, which conflict or breach could reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement or (iv) constitute a default or an event that, with the giving of notice or the passing of time, or both, would constitute a default or an event that could reasonably be expected to have a material adverse effect on the transactions contemplated by this Agreement.
- (d) No application has been filed with any court or governmental agency or instrumentality for the commencement of any Insolvency Proceedings against or on behalf of my/our organization. No litigation, administrative proceedings or arbitration has been commenced against me/us in any Court or before any governmental agency or instrumentality within the Republic of the Philippines or anywhere else that would affect adversely the ability of my/our organization to carry out the transactions contemplated by this Agreement.
- (e) I/We is/are not insolvent, and the consummation of the transaction herein will not render the organization insolvent. I/The organization will have the financial ability to implement the transactions contemplated pursuant to this Agreement.
- (f) I/The organization will operate, and has the adequate resources to conduct its business, during the period of this Agreement.
- (g) I/The organization have/has been encouraged and given sufficient opportunity to conduct such due diligence, review and analysis of the Portfolio, the files and related information to make a complete informed decision with respect to the purchase of the Portfolio. The organization acknowledges and agrees that the information made available to it and its agents by **SELLER** is an adequate and sufficient basis on which to determine whether to enter into this Agreement and proceed with the purchase of the Portfolio.
- (h) I/The organization acknowledge/s that, except as expressly provided herein, no representation or warranty of any kind including any warranties of a transferor pursuant to any statute, law, rule or regulation, is being made (in this agreement or otherwise) by **SELLER** or any of its related persons with respect to the units, including, without limitation, any representation or warranty regarding the information contained in the bid materials, the absence of liens or encumbrances on the title to the units, or the transferability of such title. I/The organization also acknowledge/s that the transfer of the units is being made on an "as is, where is" basis, with all faults, and without recourse.
- (i) I/The organization acknowledges that in no event whatsoever will any breach of a representation or warranty of **SELLER** be deemed to constitute, or be used as evidence of, bad faith, misconduct or fraud even in the event that it is shown that **SELLER** or any related person to **SELLER**, knew or should have known of information that was inconsistent with any representation or warranty set forth in this agreement, and that in no event whatsoever will any breach of a representation or warranty set forth in this agreement may be the basis of any claim for or award of any consequential, incidental, punitive or other damages against **SELLER** except as specifically provided in this agreement.
- (j) Anti-Graft and Corruption Warranty. I/The organization hereby warrants that it or any person related to it has not given or promised to give any money or gift to any employee/official of **SELLER** or persons related to **SELLER**, to influence **SELLER**'s decision regarding this Agreement, nor has exerted or utilized any lawful or unlawful influence to solicit or secure this instrument through an agreement to pay a commission or contingent fees. Should the I/organization or any of my/its officers, employees, agents and authorized representatives or any person related to the organization, break this warranty I/it shall be held liable under the Anti-Graft Law and/or other applicable laws.
- (k) That I/the organization warrants that not one of my/its directors, officers, stockholder, employees, or agents, is connected or affiliated in any way with a developer blacklisted by Pag-IBIG Fund, or with the latter's organization, affiliates, or subsidiaries. I/The organization further warrants that I/it, or any of my/its officers, directors, its affiliates, or subsidiaries, as well as the latter's directors, and officers, has not had any dealings with blacklisted developer, its affiliates and subsidiaries, either as supplier, consultant, agent, or broker.
- (l) That none of my/the officers, directors, and controlling stockholders of the organization is related to the Head of the Pag-IBIG Fund, or to employees of Pag-IBIG Fund directly in-charge in the disposal of herein acquired properties, by consanguinity or affinity, up to the third civil degree; that said officers, directors, and any of the stockholders of the organization has no relationship with any person, directly or through third parties, that puts the organization in a position to have access to information about, or influence the decisions of the Pag-IBIG Fund regarding this bulk sale process. This will include a firm or an organization who lends, or temporarily seconds, my/its personnel, to firms or organizations which are engaged in consulting services for the preparation related to ROPA Bulk Sale, or for the implementation of the bulk sale project.

I/We, as BUYER, shall be responsible for the following:

- a. Careful examination of this Agreement and related documents;
- b. Acknowledging all conditions, local or otherwise, affecting the implementation of the contract;
- c. Ensuring that every documentary requirement submitted is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- d. Authorizing the Head of the Pag-IBIG Fund or its duly authorized representative/s to verify all the documents submitted;
- e. Ensuring that the signatory is the duly authorized representative and has been granted full power and authority to do, execute and perform any and all acts necessary and/or to represent me/the Organization in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Organization is a corporation, partnership, or joint venture;
- f. Complying with the disclosure provision as required herein; and,
- g. To determine and to satisfy myself/itself by such means as I/it consider/s necessary or desirable a) the condition of the property, and its construction, b) its location; (b) climatic conditions; c) the documentation pertaining to the property including the certificate of title, e) the obligations attached to the property, if any, f) the validity of the claims that third parties may have thereon, g) the effects of the litigation between the SELLER and previous owner/blacklisted developer respecting the said parties' transactions related to the property, h) the effect of the outcome of such litigation on this Agreement, and on the title I/it shall acquire by reason of purchase, and h) other factors that may affect the cost, duration, and execution or implementation of this Agreement.

I/We also agree that Pag-IBIG Fund has no commitment and makes no guaranty to approve the offer, as it is understood to be subject to the final approval by Pag-IBIG Fund's approving authorities.

Further, I/we hereby agree and consent to the collection, generation, use, processing, storage and retention of my/our personal information for the purpose/s of acquiring a Pag-IBIG Fund acquired asset/s. I/we understand that my/our personal information will be shared with other government agencies and to third parties as may be necessary, the use of which shall be governed by the Republic Act No. 10173 also known as the "Data Privacy Act of 2012" and its implementing rules and regulations, I/we promise to notify Pag-IBIG Fund should there be any amendment or changes in my/our personal information indicated herein.

OFFEROR

AUTHORIZED REPRESENTATIVE

DATE

THIS PORTION IS FOR Pag-IBIG FUND USE ONLY

Reviewed by	Date	Remarks
Noted by Project Management Committee		