



ADMINISTRATIVE ORDER NO. 13
Series of 1991

SUBJECT : RULES AND PROCEDURES GOVERNING VOLUNTARY LAND
TRANSFER OR A DIRECT PAYMENT SCHEME (VLT/DPS)
PURSUANT TO SECTIONS 20 AND 21, R.A. 6657

A. PREFATORY STATEMENT

Under Section 20 of RA 6657, landowners of agricultural lands subject to acquisition under CARP may enter into a voluntary arrangement for the direct transfer of their lands to qualified beneficiaries. Section 21 of the same Act provides that direct payment may be made in cash or in kind by the agrarian reform beneficiary (ARB) to the landowner under terms to be mutually agreed upon by both parties, which shall be binding upon registration with and approval by the DAR.

B. POLICY STATEMENTS

1. The general policies for VLT/DPS are as follows:
 - a. The beneficiaries are determined by DAR to be the same individuals who would be eligible to purchase the land in case the government, through compulsory acquisition (CA) or voluntary offer to sell (VOS), acquired the land for sale.
 - b. The area of land to be transferred to the ARBs should not be less than the area which the government through CA would otherwise acquire for sale.
 - c. The terms and conditions of VLT/DPS should include the immediate transfer of possession and ownership of the land in favor of the identified beneficiaries. In this regard, Certificates of Land Ownership Awards (CLOAs) shall be issued to the ARBs with proper annotations.
 - d. The terms and conditions of the VLT/DPS shall not be less favorable to the ARB than those of the government's standing offer to purchase from the landowner and to sell to the beneficiary, if such offers have been made and are fully known to both parties. In any case, it is incumbent upon DAR to ensure that the ARBs are made fully aware of and understand the options available to them in land redistribution.
 - e. Direct payment in cash or in kind may be made by the ARB to the landowner under terms to be mutually

agreed upon by them, which shall be binding upon registration and approval by the DAR. Said approval shall be presumed, unless notice of disapproval is received by the ARB within thirty (30) days from the date of registration.

f. The VLT/DPS agreement shall include sanctions for non-compliance by either party and shall be duly recorded and its implementation monitored by the DAR.

2. A landowner whose land is subject to acquisition under RA 6657 may, with the concurrence of his qualified ARBs, voluntarily transfer his land directly to them. Negotiations for VLT/DPS between the landowner and his qualified beneficiaries must be completed and the agreement arrived at must be submitted within one (1) year from the date of receipt by the DAR of the Notice or Application for VLT/DPS. Otherwise, the land shall instead be acquired by the government and transferred to qualified ARBs pursuant to RA 6657.

All VLT/DPS agreements/negotiations already resolved but are pending at the DAR for completion of some requirements are considered enforceable and shall continue to be processed.

3. Should the beneficiary, for reasons other than those brought about by force majeure or fortuitous events, default in his obligations for three (3) consecutive installments to pay the land amortizations provided in the agreement, pursuant to RA 3844, as amended by RA 6389, of Paragraphs 7 and 8, he shall be replaced as beneficiary and be permanently disqualified from becoming a beneficiary under the CARP. The CLOA issued to him shall be cancelled accordingly and the land shall either be:
- a. Awarded to a qualified heir of the beneficiary who will assume the balance of the value of the land; or
 - b. In the absence of a qualified heir, awarded to a new qualified beneficiary who, as a condition for such transfer or conveyance, is willing to abide by the terms of the existing VLT/DPS agreement and who will pay for the entire value of the land.

In the event of such substitution, the landowner shall refund the previous beneficiary in one lump sum or on installment basis for the amounts already paid and for the improvements made by the latter, less the computed lease rental for the duration of the previous beneficiary's use of the land and the other charges provided by law.

The grace period for each payment and the provisions on the declaration of default shall be included in the VLT/DPS agreement.

4. All payments made by a beneficiary pursuant to a VLT/DPS agreement must be covered by receipts to be issued by the landowner. Upon full payment of the land, a Certification to that effect shall be issued by the landowner to the beneficiary, copy furnished the MARO. The annotation on the CLOA shall be cancelled at the instance of the ARB.
5. Lands acquired under the VLT/DPS scheme may not be sold, transferred or conveyed except through hereditary succession or to the Government, or to other qualified beneficiaries for the period of ten (10) years, provided, however, that the children or the spouse of the transferor shall have a right to redeem the land from the government within a period of two (2) years from the date of transfer.
6. Land titles with existing liens and encumbrances shall not be covered under the VLT/DPS scheme.

C. DOCUMENTATION

A Deed of Voluntary Land Transfer (VLT/DPS Form No. 7) shall be executed as proof of the transaction between the parties. Such a Deed must be supported by the following documents:

1. Requirements for titled properties:
 - a. Owner's copy of the title;
 - b. Copy of the latest Tax Declaration;
 - c. approved survey plan; and
 - d. Real estate tax clearance or statement of tax delinquency.
2. Requirements for untitled properties:
 - a. Copy of the latest Tax Declaration;
 - b. Survey plan and technical description of the property duly approved by the Land Management Sector (LMS)/DENR;
 - c. Real estate tax clearance or statement of tax delinquency;
 - d. Affidavit of landowner that the property appearing in the approved survey plan is exclusively owned by him and not subject to claim by any third party; and
 - e. Certifications of the Register of Deeds and the Provincial/Municipal/City Assessor concerned to the effect that subject property is free from all liens and encumbrances.

D. OPERATING PROCEDURES

1. LANDOWNER

Accomplish the Notice/Application for Voluntary Land Transfer/Direct Payment Scheme (VLT/DPS Form No. 1) and submit the same to the Municipal Agrarian Reform Office concerned together with the following documents:

- Landowner's Information Sheet (CARP Form No. 1.1, Revised May, 1990)
- Beneficiary's Information Sheet (CARP Form No. 3)
- Agreement of Voluntary Land Transfer (VLT/DPS Form No. 5)
- Documents required under Item C.1 (if titled) or C.2 (if untitled property) of this Administrative Order. For untitled properties, a sketch plan of the farmholding, instead of a survey plan, may be initially submitted.

2. MUNICIPAL AGRARIAN REFORM OFFICE (MARO)

- a. Review the landowner's Notice/Application and other accompanying documents. If in order, accomplish and post VLT/DPS Form No. 2 together with the submitted draft VLT Agreement. The posting shall be for 15 days in the following places:
 - Barangay Hall or any conspicuous place in the barangay where the subject property is located;
and
 - Municipal Hall
- b. Simultaneous with the period of posting, conduct, with the assistance of the BARC, an investigation to verify or identify the land, the lawful owner thereof, the ARBs, the productivity of the land, and the terms and conditions of the VLT Agreement, among others (use VLT/DPS Form No. 3).
- c. Immediately after the fifteenth day posting, call the parties to a conference (use VLT/DPS Form No. 4) to discuss and formalize the terms and conditions of the VLT Agreement. Thereafter, record the highlights of the proceedings of the conference and ensure that the VLT Agreement (VLT/DPS Form No. 5) is prepared in five copies, all signed by the parties concerned and their witnesses.
- d. Complete the VLT/DPS documentation folder. The same should be forwarded to the PARO within five days after the end of the posting period.

3. PROVINCIAL AGRARIAN REFORM OFFICE (PARO)

Review the folder within 10 days from receipt. If found in order, endorse the folder to the RARO for approval; otherwise, return the same to the MARO for appropriate action.

4. REGIONAL AGRARIAN REFORM OFFICE (RARO)

Upon receipt of the VLT/DPS documentation folder, register the provisional VLT Agreement in a log book. If the documentation is in order, approve the VLT Agreement through a Memorandum to the PARO (VLT/DPS Form No. 6), copy furnished the MARO, the landowner, and the ARBs. Said Memorandum requires the PARO to cause the survey of the land, the execution of the individual Deeds of Voluntary Land Transfer [DVLT] (VLT/DPS Form No. 7), the generation of the CLOA, and the simultaneous registration of the DVLT and the CLOA with the Register of Deeds. If the decision is for disapproval, the Memorandum shall state the reasons therefor.


The VLT/DPS Agreement shall be considered approved unless a notice/memorandum of disapproval by the RARO is received by the ARB within 30 days from its registration in a log book. The counting of the 30-day period may, however, be suspended upon due notice to the parties concerned in case a protest is filed or, in extreme cases, if the RARO deems more time is needed to evaluate the documents.

E. EFFECTIVITY

This Administrative Order shall take effect ten (10) days after its publication in two (2) national newspapers of general circulation pursuant to Section 49 of R.A. 6657.

All orders, circulars, rules and regulations inconsistent herewith are hereby revoked, amended, or modified as the case may be.

Diliman, Quezon City, NOV 21 1991.


BENJAMIN T. LEONG
Secretary

NOTICE/APPLICATION FOR VOLUNTARY LAND
TRANSFER/DIRECT PAYMENT SCHEME (VLT/DPS)

Date

The Honorable Secretary
Department of Agrarian Reform
Diliman, Quezon City

Sir:

I have the honor to apply for Voluntary Land Transfer/Direct Payment Scheme (VLT/DPS) with my qualified beneficiaries under the terms and conditions to be mutually agreed upon by us, pursuant to Sections 20 and 21 of R.A. 6657, as implemented by A.O. No. _____, Series of 19_____, relative to my agricultural land described as follows:

OCT/TCT/SURVEY NO. _____
Tax Declaration No. _____
Registered Owner _____
Total Area (Has.) _____
Area Offered for VLT/DPS (Has.) _____
Location _____

I hereby declare that the area offered for the VLT/DPS is productive and suitable to agricultural production. I was also informed of, and fully comprehend, the terms and conditions as provided for by law and its implementing guidelines for this VLT/DPS. In view thereof, I hereby authorize the DAR representatives to enter my property for inspection, verification and evaluation, and to undertake the processes leading to the redistribution of the property to qualified beneficiaries.

In support of this Notice/Application for VLT/DPS, I am enclosing herewith the Landowner's Information Sheet (CARP FORM NO. 1.1), the Beneficiary's Information Sheet (CARP FORM NO.3, Revised May 1990), the Agreement for Voluntary Land Transfer (VLT/DPS FORM NO. 5), and other pertinent documents.

Very truly yours,

Landowner

Conforme: _____
Spouse

LANDOWNER INFORMATION SHEET
(LOIS)

I. LANDOWNER'S PERSONAL CIRCUMSTANCE

Name of Landowner : _____

Postal Address : _____

Place of Birth : _____

Date of Birth : _____ : Tax Acct. No. : _____

Sex : Male Female : Civil Status : _____

Name of Children (at least 15 years old
as of June 15, 1988):

Date of Birth

Name of Children (at least 15 years old as of June 15, 1988):	Date of Birth
_____	_____
_____	_____
_____	_____

II. LAND: SUBJECT OF COMPENSATION CLAIM

1. Titled Property

1.1 OCT/TCT No/s. _____

3. Location of Property:

5. Ownership Status:

Registered Owner

Registered Co-Owner

Corporation

Others (Specify)

2. Untitled Property

2.1 Lot No/s. _____

2.2 Approved Survey Plan
No/s. _____

2.3 Tax Dec. No. _____

4. Total Area of Property:

6. In case of co-ownership,
list name of co-owners
(state if living or not)

Name	Alive	Deceased
_____	_____	_____
_____	_____	_____
_____	_____	_____

7. For Mortgage Properties:

Mortgagee _____ Address _____
 Date of Mortgage _____ Amount _____

8. Permanent Improvements

A. Immovable Structures and Features

Type of Improvement/Structure	Date Constructed/Acquired	Construction/Acquisition Cost	Estimated Life Span	Remarks

(Use additional sheets if necessary)

B. Permanent Trees/Crops

Kind of Trees/Crops	Income-Producing/fruit-bearing		Non-Income-Producing/Non-fruit-bearing		Remarks
	Quantity	Average Age of	Quantity	Average Age of	

(Use additional sheets if necessary)

9. Are there other claims, liens, or annotations? /___/ Yes /___/ No
If there are, state nature and Status:

10. What is the aggregate area of your :
your landholdings except those :
covered by P.D. 27? :

11. In the property offered/
covered

No. of Tenants _____

No. of Farmworkers

a) regular _____

b) seasonal _____

III. REPRESENTATIVE'S INFORMATION

12. Name of Representative/ (if any) :

14. Postal Address

13. Authority/Circumstances
of Representative

- /___/ Heirs
/___/ Judicial Guardian
/___/ Attorney-In-Fact
/___/ Rep. of Corp.
/___/ Others, specify

IV. SIGNATURE

Date

Name of Landowner/Representative
(please print and sign)

Republic of the Philippines
DEPARTMENT OF AGRARIAN REFORM
Municipal Agrarian Reform Office

N O T I C E

Notice is hereby given that _____
has filed with the DAR a Notice/Application for Voluntary Land
Transfer/Direct Payment Scheme (VLT/DPS) of his/her parcel of
land situated in barangay _____
Municipality/City of _____ Province of _____
described in OCT/TCT No. _____ covering an area of _____
_____ hectares/square meters, and naming the
following as farmer-beneficiaries:

1. _____
2. _____
3. _____

Any person with a valid objection to the said application
for VLT/DPS may file his objection/protest thereto in writing
with the office of the Provincial Agrarian Reform Officer at
_____ not later than
the fifteenth day from the date the period of posting is
completed. The period of posting shall be completed after
fifteen days from the date this Notice, together with the
Landowner's Notice/Application for VLT/DPS and the proposed VLT
Agreement is posted.

Philippines, _____

MARO

APPLICATION FOR POTENTIAL ARP BENEFICIARY (RA 6657)

I. DEMOGRAPHIC DATA:

1. Name of Respondent: (Surname) _____ (Given Name) _____ (Middle Name) _____ (Age) _____

2. Postal Address: (Barangay) _____ (Municipality) _____ (Province) _____ (Barban Code No.) _____

3. Name of Immediate Household Member (Include Respondent):

Surname	Given Name	M.I	Age	Relationship	3.3 Educational Attainment	3.4 Employment Farm Non-Farm	3.5 Training Attended	3.5 Membership in Organizations

II. FARM INFORMATION

4. Farm No.: Location: Area: Tenurial Status: L and Category: 4.10 AGRARIAN REFORM BENEFICIARY 4.11 Tenure

Farm No.	Farm Location	Area (Ha.)	Leasee	Leas. Cat.	Leas. Cat.	T E N U R E				Others	Settle-ment	Other Year Established
						Share Tenan	Reg.	Seasonal	O L T			
1.		4.3	4.5	4.4		4.6	4.7	4.8		4.9		
2.												
3.												
4.												

5. Crops Grown, Production: Method of Farming, Landowner/Administrator and Address: activities involved.

Farm No.	Crops Planted	5.3 Production			5.4 Methods of Farming			5.5 Landowner / Administrator Postal Address	5.6 If Partner / Activities Involved in
		198	198	198	Manual	Animal	Semi-Mechanized		
1.									
2.									
3.									
4.									

6. CERTIFICATION

I hereby certify that the information/data herein are true and correct to the best of my knowledge and that I have registered only in this barangay. I further certify that I am not only willing but have the ability and capability to cultivate and make the land that will be awarded to me productive. Finally I am aware of the fact that any material misdeclaration in the accomplishment of this form may adversely affect my application.

7. Name and Signature of Interviewer _____

8. Signature and Thumbprint of Respondent _____

9. Signed in the Presence of: _____

10. BARC Chairman / Secretary _____

Date _____

2.2 SUBJECT PROPERTY IS DEEMED

() Suitable for agriculture AREA _____ hectares
 () Not suitable for agriculture _____

Reasons: _____

Total Area _____ hectares

3. ACCESSIBLE BY/AVAILABILITY OF: (Pls. check box)

Transportation: [] Bus [] Boat/Banca Others (specify)
 [] Jeep [] Tricycle [] _____

Road: Approximate distance from:
 National road _____ kms. Prov'l. road _____ kms.
 Municipal road _____ Barangay road _____

Water Supply: [] NIA [] Deep Well Others (specify)
 [] Communal [] _____
 [] _____

C. PERMANENT IMPROVEMENTS

1. PERMANENT CROPS

CROPS	Income Producing/ Fruit-Bearing		Non-Income Producing/ Non-Fruit Bearing	
	Quantity	Ave. Age	Quantity	Ave. Age
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Source/s of above information _____

2. INFRASTRUCTURE

TYPE	Size/ Capacity/ Length	Estimated: Remaining: Useful	Present Condition	Introduced
				By/ Funded By ___1___/
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Source/s of above information _____

___1___/ If funded by FBs or Gov't., attach certification

3. CHATTELS AND OTHER MOVABLES

TYPE/ MAKE	Acq. Date	Original Cost	Estimated Remaining Useful Life	Present Condition

Source/s of above information: _____

D. LAND USE/PRODUCTION

1. PRODUCTION DATA (PER HECTARE) [Must be supported with Land Use Map]

CROPS PLANTED *	Productive AREA (has.)	No. of Months/Crop Cycle	Ave. Prodn./ Crop Cycle/ Hectare

* Indicate if Multi-Cropping (Use additional sheets, if necessary)

Source/s of above information: _____

2. NET INCOME DATA (PER HECTARE) 2 /

CROPS PLANTED	Average Annual Prodn./ha. <u> 3 </u> /	Farmgate Support Price/unit <u> 4 </u> /	Total Value in Pesos/ha.	Cost of Operation	Net Income Per Hectare <u> 5 </u> /

3. OTHER FARM INCOME (Specify, if any) Use additional sheets, if necessary.

- 2 / Attach additional sheet to show computation and secure certification from DA when available.
- 3 / Equivalent Ave. Prodn/Crop Cycle annualized.
- 4 / Based on prices within locality.
- 5 / Refers to Farm Income only.

E. COMPARABLE SALES

1. Comparable Land Transactions (LT) 6 /

Regis- tration Date *	Name of Vendor/ Vendee	Location	Land Use at Point of Sale	Area (has.)	Sales Value	Cost/ Ha.
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

* Transaction date and registration date shall be done within the period 1985 to June 15, 1988. Average Cost/Ha. P _____

2. Acquisition Cost (AC) _____

3. Market Value/Mortgage (MVM) 7 /

Mortgagee Bank _____ Date of Appraisal _____
 Address _____ Updated Appraisal 8 / P _____

F. MARKET VALUE PER TAX DECLARATION

1. Date TD was issued: _____

2. Year Unit Values Used was established: _____
 (supported by Certification of the Assessor)

2.1 Land Only

Land Use	Area	Unit Values
_____	_____	_____
_____	_____	_____
_____	_____	_____

2.2 Permanent Crops

Crops	# of Trees per TD	Unit Values
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 6 / Use additional sheet, if necessary.
- 7 / Relevant only if mortgage is still outstanding at date of offer/cover.
- 8 / Attach Bank certification.

G. OTHER LIENS/ENCUMBRANCES ANNOTATED ON THE TITLE

ENTRY NO.	NATURE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

H. FARMER BENEFICIARIES (Use additional sheets, if necessary)

1. Actual Occupants

Name	Tenurial Status	Area Cultivated	Crops Planted	Lease Rental (per ha.)	Sharing Arrangement
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

2. Non-Occupants

Name	Qualification Criteria
_____	_____
_____	_____
_____	_____
_____	_____

I. OTHER REMARKS/COMMENTS

MARO _____

J. CERTIFICATION AND RECOMMENDATION

We hereby certify that the information and data contained in this report are based on ocular inspection of the subject property and examination of pertinent documents and that the same are true to the best of our knowledge.

In view of the foregoing, we recommend the acquisition of the
aforementioned land as indicated under paragraph "A", together with
improvements thereon as described under paragraph "C" of this report.

MARO

Date

BARC

Date

Confirmed by:

PARO

Date

Approved by:

DAR Regional Director

Date

Republic of the Philippines
DEPARTMENT OF AGRARIAN REFORM
Municipal Agrarian Reform Office

Date

Dear Sir/Madam:

Pursuant to Sections 20 and 21 of R.A. 6657 and Administrative Order No. _____, Series of 1991, the terms and conditions of the Voluntary Land Transfer/Direct Payment Scheme shall not be less favorable to the farmer-beneficiary than those of the government's standing offer to purchase from the landowner and to resell to the beneficiaries, if such offers have been made and are fully known to both parties. The terms and conditions of the VLT/DPS Agreement shall be binding only upon registration with and approval by the DAR.

In view thereof, we are inviting you to a conference on _____ at _____
(date and time) (venue)
to discuss and formalize the terms and conditions of the VLT/DPS Agreement.

Very truly yours,

MARO

AGREEMENT ON VOLUNTARY LAND TRANSFER

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, executed this _____ day of _____ by and between _____, of legal age, Filipino, single/married and a resident of _____ hereinafter referred to as LANDOWNER, and the person(s) named hereunder, hereinafter referred to as FARMER-BENEFICIARY(IES).

WITNESSETH

- That the LANDOWNER has agreed upon the approval of this agreement, to voluntarily transfer his agricultural land situated in _____, consisting of _____ hectares and covered by OCT/TCT No. _____ in the name of the LANDOWNER and registered with the Register of Deeds of _____ (or possessed by the landowner per Tax Declaration No. _____), to the herein FARMER-BENEFICIARY(IES) who has/have likewise agreed to buy the subject landholding in the total amount of _____ to be apportioned to said FARMER-BENEFICIARY(IES) as follows:

NAME OF FB(s)	ADDRESS	APPROX. NO. OF HAS. TO BE AWARDED	AMOUNT TO BE PAID	INITIAL PAYMENT	MONTHLY/YEARLY INSTAL.
1. _____	_____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____	_____
TOTAL		_____	_____	_____	_____

- That the FARMER-BENEFICIARY(IES) shall pay the LANDOWNER upon the approval of this agreement the initial payment for the purchase price of the land and the monthly/yearly installments thereof as above indicated, including the interest of _____% per annum, beginning _____ Payments by the FARMER-BENEFICIARY(IES) of the monthly/yearly installments should

be made within the first five days of the month/year it is due.

3. That the FARMER-BENEFICIARY(IES) shall assume payment of realty taxes during the term of this contract. In case the LANDOWNER paid the taxes, he shall have the right to demand reimbursement from the FARMER-BENEFICIARY(IES).
4. That the title to the parcel of land shall remain in the name of the LANDOWNER until the DENR-Land Management Sector has completed and approved the final survey on the land, at which time the LANDOWNER agrees to immediately execute a final deed of voluntary land transfer in favor of the FARMER-BENEFICIARY(IES) and the DAR shall hereafter cause the generation or issuance of a CLOA in favor of the FARMER-BENEFICIARY(IES), notwithstanding the existence of an outstanding balance which shall be annotated at the back of the CLOA.
5. That the LANDOWNER shall issue an appropriate receipt for every payment made by the FARMER-BENEFICIARY(IES), copy furnished the MARO concerned, provided that refusal by the LANDOWNER to issue receipt shall constitute a valid ground for FARMER-BENEFICIARY(IES) to effect payment and deposit the same with the Land Bank of the Philippines (LBP) in the account of the LANDOWNER.
6. That the FARMER-BENEFICIARY(IES) shall be declared in default for non-payment of an aggregate of _____ amortizations and after a grace period of _____ has elapsed.

That in case of default in his/their obligations to pay the land amortization, the FARMER-BENEFICIARY(IES) shall be replaced as such and be permanently disqualified from becoming a beneficiary(ies) under the CARP.

7. That in case of default, this contract and the CLOA issued to the defaulting FARMER-BENEFICIARY(IES) shall be cancelled.

Upon the approval of this Agreement, the LANDOWNER shall surrender his TCT to the DAR for submission to the ROD for the purpose of annotating this Agreement thereof. Furthermore, upon the execution of the Deed of Voluntary Land Transfer (VLT/DPS Form No. 7), the title to the land shall be immediately transferred in the name of the FARMER-BENEFICIARY(IES).

IN WITNESS WHEREOF, the parties hereto set their hands on the day, month and year abovementioned at _____, Philippines.

LANDOWNER

FARMER-BENEFICIARY (IES)

Signed in the presence of :

WITNESS

WITNESS

MARO

BARC REPRESENTATIVE

ACKNOWLEDGEMENT

Date

MEMORANDUM

FOR : THE PROVINCIAL AGRARIAN REFORM OFFICER

SUBJECT : VLT/DPS Agreement of landowner _____
and farmer beneficiary(ies) _____

In connection with the VLT/DPS Agreement entered into by and between the above-mentioned parties dated _____, and after the same has been reviewed together with the supporting documents, we are pleased to inform you that the subject VLT/DPS Agreement is hereby-

/_____/ - APPROVED

In view thereof, you are hereby directed to cause the survey of the subject farmholding, the execution of the Deed of Voluntary Land Transfer (DVLT), the generation of the CLOA, and the simultaneous registration of the DVLT and the CLOA with the Register of Deeds.

/_____/ - DISAPPROVED

(Reason/s Specify)

Regional Director

cc: The MARO
Landowner
Farmer-Beneficiary(ies)

- b. That the unpaid balance of P _____ or _____ (if in kind) should be amortized by the FARMER-BENEFICIARY for a period of _____ monthly/yearly installments in the amount of P _____ or _____ (if in kind) from the date hereof which includes the principal and the interest. Payments by the FARMER-BENEFICIARY of the monthly/yearly installments should be made within the first five days of the month/year it is due. However, the FARMER-BENEFICIARY has the option to accelerate amortization payments;
- c. That the FARMER-BENEFICIARY shall be declared in default for non-payment of an aggregate of _____ amortizations and after the grace period of _____ has elapsed.

That in case of default in his obligation to pay the land amortization, the FARMER-BENEFICIARY shall be replaced as such and be permanently disqualified from becoming a beneficiary under the CARP.

It is hereby agreed that the LANDOWNER shall issue appropriate receipt for every payment by the FARMER-BENEFICIARY, copy furnished the MARO concerned, provided that refusal by the LANDOWNER to issue receipt shall constitute a valid ground for the FARMER-BENEFICIARY to stop payment and deposit the same with the Land Bank of the Philippines (LBP) in the account of the LANDOWNER.

IN WITNESS WHEREOF, the parties hereunto set their hands on _____ at _____.

LANDOWNER

FARMER-BENEFICIARY

Signed in the presence of :

WITNESS

WITNESS

MARO

BARC REPRESENTATIVE

ACKNOWLEDGEMENT

DEED OF VOLUNTARY LAND TRANSFER

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Voluntary Land Transfer made and executed pursuant to Sections 20 and 21 of R.A. 6657 by and between _____, of legal age, Filipino, single/married and a resident of _____ hereinafter called the LANDOWNER, and _____, Filipino, single/married and a resident of _____ hereinafter called the FARMER-BENEFICIARY.

WITNESSETH:

1. That the LANDOWNER voluntarily transfers his ownership over a parcel of agricultural land covered by R.A. 6657 and opts to be paid directly by the FARMER-BENEFICIARY. The said agricultural land is situated at _____ and particularly described as follows:

(Technical Description)

2. That the FARMER-BENEFICIARY is desirous to be benefitted under the Voluntary Land Transfer/Direct Payment Scheme and is willing to pay the LANDOWNER directly.

NOW, THEREFORE, for and in consideration of the amount of ₱ _____ or _____ (if in kind), the LANDOWNER hereby CONVEYS, TRANSFERS, and CEDES unto and in favor of the FARMER-BENEFICIARY the above-described parcel of land under the following terms and conditions :

- a. That the LANDOWNER shall consider as advanced payment of the land all payments made in the amount of ₱ _____ or _____ (if in kind) by the FARMER-BENEFICIARY pursuant to the VLT Agreement dated _____.