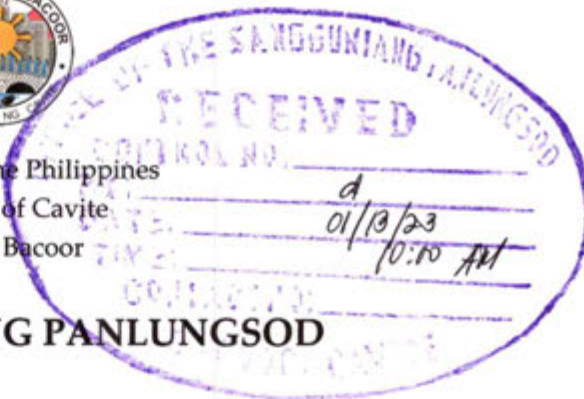




Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Housing, Land Utilization and Urban Development</i>		A Resolution Authorizing The City Mayor To Sign The Deed Of Donation With Diamond Export Corporation Regarding Its Intention To Donate Two (2) Parcels Of Land Located At Barangay Alima, Bacoor City To Assist The City Government To Clean Up Its Coastal Areas Of Informal Settler Families.	PCR-110-2022	
V E N U E	SP Session Hall 2 nd floor Bacoor Government Center, Brgy Bayanan		D A T E / T I M E	October 03, 2022/ 10:50 AM <i>(Regular Session)</i>

**COMMITTEE REPORT
 No. HLUUD-CR-110-S-2022**

Hon. Alde Joselito F. Pagulayan informed the council that the above-mentioned subject matter was submitted by its President, Engr. Augusto C. Natividad in order to assist the Local Government of Bacoor to clean up its coastal areas of informal settler families.

With the earnestly urged approval of this resolution will greatly benefit the residents of the city, especially the informal settler families near the coastal areas.

RECOMMENDATION:

In view of the foregoing, the Committee respectfully recommends for the **APPROVAL** of the request city resolution.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this 03rd day of October 2022 at the City of Bacoor, Cavite.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Committee on Housing, Land Utilization and Urban Development

HON. ALDE JOSELITO F. PAGULAYAN
Chairman

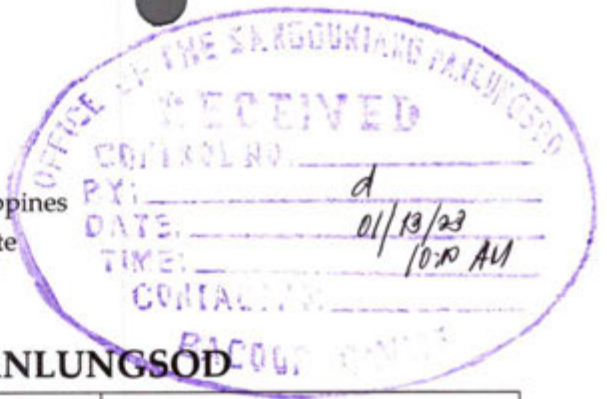
HON. ADRIELITO G. GAWARAN
Vice-Chairman

HON. VICTORIO L. GUERRERO JR.
Member

HON. SIMPLICIO G. DOMINGUEZ
Member



Republic of the Philippines
Province of Cavite
City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Housing, Land Utilization and Urban Development</i>		A Resolution Authorizing The City Mayor To Sign The Deed Of Donation With Diamond Export Corporation Regarding Its Intention To Donate Two (2) Parcels Of Land Located At Barangay Alima, Bacoor City To Assist The City Government To Clean Up Its Coastal Areas Of Informal Settler Fami Lies.	PCR-110-2022	
VENUE	SP Session Hall 2 nd floor Bacoor Government Center, Brgy Bayanan		TIME / DATE	October 03, 2022/ 10:50 AM <i>(Regular Session)</i>

**MINUTES OF COMMITTEE HEARING
No. HLUUD-CR-110-S-2022**

During the 14th Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite, Hon. Alde Joselito F. Pagulayan informed the council that the above-mentioned subject matter will help the local government of bacoor to clean up its coastal areas of informal settler families.

With the internal rules suspended, Hon. Pagulayan moved for the approval of the request city resolution and was unanimously seconded by the council.

Prepared by:


Rommel I. Kabling
Local Legislative Staff Assistant I

Attested by:


Hon. Alde Joselito F. Pagulayan
Chairman
Committee on Housing, Land Utilization and Urban Development



F.2.3 PCR 110-2022 – A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN THE DEED OF DONATION WITH DIAMOND EXPORT CORPORATION REGARDING ITS INTENTION TO DONATE TWO (2) PARCELS OF LAND LOCATED AT BARANGAY ALIMA, BACCOOR CITY TO ASSIST THE CITY GOVERNMENT TO CLEAN UP ITS COASTAL AREAS OF INFORMAL SETTLER FAMI LIES.



Republic of the Philippines
Province of Cavite
CITY OF BACCOOR

Office of the Mayor

September 27, 2022

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite

Thru: **Atty. Khalid A. Atega, Jr.**
Sangguniang Panlungsod Secretary

Subject: **Request for Authority to Enter Into and Sign the Deed of Donation with Diamond Export Corporation**

Dear Hon. Bautista-Mendiola:

Diamond Export Corporation, thru its President, Engr. Augusto C. Natividad, submitted to the undersigned its intention to donate two (2) parcels of land located at Barangay Alima, Bacoor, Cavite, in order to assist the Local Government of Bacoor to clean up its coastal areas of informal settler families. Attached herewith is the letter, together with the draft Deed of Donation, submitted by Diamond Export Corporation for your immediate reference.

In view of the foregoing, I respectfully request the esteemed members of the Sangguniang Panglungsod to perform the necessary actions that will grant me the authority to enter into and sign the above-mentioned Deed of Donation.

Sincerely yours,


STRIKE B. REVILLA
City Mayor



Office of the Mayor **Strike B. Revilla**



SRR20220617



Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Toll-free: 438-1111 Website: www.bacoor.gov.ph



BACK



DIAMOND EXPORT CORPORATION

1051 NORTH BAY BOULEVARD, NAVOTAS, METRO MANILA 1485, PHILIPPINES
TEL. NOS. 281 2909, 283-0994 • FAX NO. (632) 281 3140

21 September 2022

HON. STRIKE B. REVILLA
Mayor
Local Government of Bacoor
Bacoor City Hall

Re : **Intention to Donate Properties to the LGU of Bacoor**

Dear Mayor Revilla:

Diamond Export Corporation ("DEC") in its effort to assist the LGU of Bacoor in cleaning up its coastal areas of informal settler families ("ISF"), we hereby express our intention to donate two (2) properties located in Barangay Alima to the LGU of Bacoor to be used as a socialized housing facility.

We intend that the donation should be used solely and exclusively for the coastal ISF Master list in relation to the *"Digital Mapping and Household Profiling Operation of the Bacoor City Informal Settler Families under the Supreme Court Mandamus of 2008"* conducted in 2021 of which we hereto attached a copy for your reference.

We also attached herewith a draft of the deed of donation reflecting our intention above for your review and comments.

Very Truly Yours


ENGR. AUGUSTO C. NATIVIDAD
President



DEED OF DONATION

This Deed of Donation (the "Deed") is made and entered into this _____, in _____, by and between:

DIAMOND EXPORT CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines with office address at 1051 Northbay Boulevard Navotas City represented herein by its duly authorized President, Engr. Augusto C. Natividad hereinafter referred to as the "**DONOR**";

-and-

CITY OF BACOOR, a local government unit of the Republic of the Philippines created in accordance with law, with seat of government at Bacoor Government Center, Molino Boulevard, City of Bacoor, Cavite, represented herein by its local chief executive, **HON. STRIKE B. REVILLA**, duly authorized by its Sangguniang Panlungsod, hereinafter referred to as the "**DONEE**".

The DONOR and the DONEE shall hereinafter collectively be referred to as the "**Parties**," and individually as a "**Party**".

WITNESSETH - THAT:

WHEREAS, the DONOR is the duly registered owner of a parcel of land covered by Transfer Certificate of Title No. 057-2021009855 with an area of approximately seven hundred sixty nine (769) square meters and Title No. 057-2021004606 with an area of approximately five thousand four hundred eighty two (5,482) located in Bacoor City (the "Property");

WHEREAS, the DONOR has offered to donate the Property to the DONEE, and the DONEE, cognizant of the liberality and beneficence of the DONOR and in full appreciation thereof, has accepted the Property from the DONOR;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereunto execute this Deed.

Section 1. Transfer of the Property. The DONOR hereby voluntarily GIVES, TRANSFERS and CONVEYS, by way of donation unto the DONEE the Property, subject to the obligations and resolatory conditions stated in this Deed, and with due and deliberate consideration and understanding of the obligations and conditions imposed herein, the DONEE hereby accepts the Property and agrees to such obligations and resolatory conditions.

Section 2. Conditions for the Donation.

- 2.1 The Property is donated, transferred and conveyed to the DONEE on an "as is, where is" basis, and the DONOR does not make any representations or warranties of any kind on the nature, status or condition of the Property, other than the warranties stated in this Deed, if any.
- 2.2 The Property shall be used as a socialized housing facility exclusively and solely for the coastal Informal Settler Families included in the Master list in relation to the "*Digital Mapping and Household Profiling Operation of the Bacoor City Informal Settler Families under the Supreme Court Mandamus of 2008*" conducted in 2021 a copy of which is hereto attached as Annex A and made an integral part hereof.
- 2.3 This Deed and the donation subject hereof shall be immediately revocable or cancelled at the option of the DONOR for causes provided under Section 8.



Section 3. Reservation of Sufficient Property for Creditors. The DONOR affirms that this donation is not made with the intent to deceive its creditors, and that the DONOR has reserved sufficient funds and property for its use.

Section 4. Acceptance by DONEE. The DONEE hereby accepts and receives the Property in its existing condition, and hereby manifests its gratefulness for the DONOR's generosity.

Section 5. Taxes, Fees and Expenses. The DONEE shall be exclusively liable for any donor's tax, documentary stamp tax, transfer taxes, registration fees, and any and all other expenses, costs and taxes imposed, or to be imposed, in connection with the transfer of title over the Property from the DONOR to the DONEE, the execution, delivery and registration of this Deed and, (where applicable), the issuance of the tax declaration and/or corresponding Transfer Certificate of Title over the Property in the name of the DONEE.

Section 6. Representation and Warranties of DONOR. The DONOR hereby represents and warrants to the DONEE the following:

- (a) To the best of its knowledge, and subject to whatever defects or infirmities as may be imposed by law or as may otherwise be disclosed or available based on public records, it is the owner of the Property;
- (b) It possesses full corporate power and authority to enter into this Deed and has taken all the necessary corporate action to authorize the entry into, performance and delivery of this Deed, and the transactions contemplated thereby; and
- (c) It is duly incorporated, validly existing and in good standing under the laws of the Republic of the Philippines.

Section 7. Representation and Warranties of the DONEE. The DONEE hereby represents and warrants to DONOR the following:

- (a) The DONEE possesses full power and authority to enter into this Deed, receive and accept the Property, perform all the obligations and fulfill all the conditions herein imposed, and exercise all rights of ownership over the Property;
- (b) This Deed and the consummation of the transactions contemplated herein are the DONEE's legal, valid, binding and enforceable obligations;
- (c) There is no litigation, claim, or dispute pending, or to the DONEE's knowledge threatened against or affecting the DONEE, the adverse determination of which might materially and adversely impair the DONEE's ability to perform or comply with the conditions for the donation under this Deed or any instrument or agreement required hereunder; and
- (d) The DONEE has not failed to disclose any Material Fact that may affect the execution and performance of this Deed during its effectivity. A "Material Fact" means such fact which, had the DONOR known of such fact either during the negotiation or at any time during the life of this Deed, the DONOR would not have entered into this Deed.

Section 8. Right to Revoke Donation. This Deed may, at the option of the DONOR, be cancelled or revoked by the DONOR for the following causes:

- (a) the DONEE uses, possesses, or otherwise disposes of the Property for purposes other than the beneficiaries intended under Section 2.2 above;
- (b) any other act, deed or circumstance occurs or is committed which under the law entitles the DONOR to cancel or revoke the donation herein made.

[BACK](#)



Section 9. **Effects of Revocation** in the event of the exercise by the DONOR of its right to revoke herein under Section 2.2, and upon receipt of written demand made by the DONOR, the DONEE shall immediately surrender and/or vacate the Property and reconvey the title over the same to the DONOR. The DONEE shall likewise execute such documents and do such other acts as may be necessary to reconvey the title to, and possession of, the Property to the DONOR.

The DONEE hereby grants and gives power and authority to the DONOR or its authorized representatives to take immediate possession of the Property, including the improvements, machineries, equipment, apparatuses, appliances, fixtures, furniture, and other movable items found therein, without the necessity of resorting to any court action, the DONEE hereby waiving any cause of action, civil or criminal, it may have as a consequence against the DONOR. Nothing in this provision shall constitute a bar to the DONOR's right to sue the DONEE for damages, direct and indirect, as the DONOR may have suffered, and/or to enforce any other obligation herein imposed.

Section 10. **Expenses for Revocation**. The DONEE shall be exclusively liable for any and all taxes, fees, or expenses incurred or suffered by the DONOR in connection with the revocation of the donation, the reconveyance and the transfer of title over the Property to the DONOR, or the exercise of its rights herein.

The DONEE shall be liable and shall indemnify the DONOR for any and all losses or damages suffered by DONOR arising out of, or in connection with, the DONEE's breach of any provision of this Deed. The DONEE shall likewise indemnify the DONOR for any and all damages to the Property, including any diminution in the value thereof, that may be caused from the date of this Deed and until the date possession of the Property is surrendered or the title is reconveyed to the DONOR, whichever is later.

Section 11. **Notices**. Notices shall be in writing and served by personal delivery, by registered mail, through reputable courier service (postage prepaid and properly addressed) or by means of electronic mail (with the necessary transmission details). Notices shall be addressed as follows:

If to the DONOR	If to the DONEE
DIAMOND EXPORT CORPORATION 1051 Northbay Boulevard Navotas City	CITY OF BACOR [Address]
Attention: Engr. Augusto C. Natividad	Attention: _____
E-mail Address: _____	E-mail Address: _____

Such Notices shall be deemed served or given:

- a. If personally served by being left at the address of the Party to whom the Notice is given between the hours of 8:00 a.m. and 5:00 p.m. on any Business Day, then at the time the Notice is duly received and where any such Notice is received after these specified hours, then the Business Day following. A "Business Day" shall mean a day, except Saturday and Sunday, on which commercial banks are required or authorized to be open in Taguig City.
- b. If sent by registered mail, then upon five (5) Business Days after mailing;
- c. If sent by electronic mail, then when successfully transmitted, as evidenced by the return receipt, during business hours, or if not transmitted during business hours, then when business hours next commence;
- d. If sent by facsimile, then when successfully transmitted during business hours, or if not transmitted during business hours, then when business hours next commence; or
- e. If sent by reputable courier service, then after two (2) Business Days following the date the notice is deposited with the courier service.

[BACK](#)



Any Party may change its address or other relevant details for receipt of Notices or its duly authorized representative by giving written notice thereof to the other Party. The duly authorized representative of that Party may sign any Notice given under this Deed on behalf of the Party.

Section 12: Miscellaneous Provisions.

- 12.1 This Deed is the complete and exclusive statement of the Deed between the Parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Deed.
- The index and headings of the Sections contained herein are used for convenience and ease of reference only, and in no way define, limit or describe the scope or intent of this Deed or any of its provisions.
- 12.2 Both Parties acknowledge and agree that they have fully read and understood the contents of this Deed and that the same shall be considered to have been jointly drafted.
- 12.3 Neither Party shall be responsible for any failure to comply with, or for any delay in the performance, of the terms of this Deed if such failure or delay is due to causes beyond its reasonable control that is not foreseeable or, even if foreseeable, is unavoidable, or its origin is not due to negligence or lack of care on the part of the DONOR but instead due to acts of God, such as, but not limited to, those caused by public enemy, wars or revolutions, riots, embargoes, fire, explosions, sabotages, floods, epidemics, quarantine restrictions, accidents, typhoons, labor disputes or strikes which is nationwide or widespread (i.e., not directed at a Party), orders, restraints or prohibitions by any government authorities and other causes analogous or similar to the foregoing.
- 12.4 This Deed may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the Parties.
- 12.5 The DONEE shall not assign or transfer this Deed or any of the rights or obligations granted herein without the prior written consent of the DONOR, and any purported assignment made without obtaining such written consent shall be null and void. The DONOR may assign all or any part of its rights, benefits or obligations hereunder to its holding companies, subsidiaries, or affiliates without the need for the consent of the DONEE.
- 12.6 In case one or more of the provisions contained in this Deed shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 12.7 No waiver by a Party of any breach of this Deed shall be held or construed to be a waiver of any other subsequent or antecedent breach of this Deed. Failure of a Party to exercise a remedy or to insist in the performance of any of the covenants of this Deed shall not be construed as abandonment, cancellation or waiver of such covenant. No waiver by a Party shall be deemed to have been made unless expressed in writing and signed by its authorized representatives.
- 12.8 The Parties shall do and execute, or procure to be done, and executed all such further acts, deeds, documents and things as, may be necessary, to give full effect to the terms and intent of this Deed.
- 12.9 This Deed shall be governed by and construed in accordance with the laws of the Philippines.
- 12.10 In the event of litigation arising from, or in connection with, this Deed, the venue of action shall be in the proper courts of Taguig City, to the exclusion of all other courts elsewhere situated.
- 12.11 Each Party may execute this Deed in counterparts, each of which shall be deemed an original, but all of which shall constitute as one and the same instrument with the same effect as if the Parties signed the same document.

[BACK](#)



IN WITNESS WHEREOF, the Parties hereto have executed this Deed on the date and at the place first above written.

DIAMOND EXPORT CORPORATION

TIN:

By:

ENGR. AUGUSTO C. NATIVIDAD
President

CITY OF BACOR

TIN:

By:

HON. EDWIN "STRIKE" B. REVILLA
Mayor

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

I, _____, a Notary Public duly authorized in the city named above to take acknowledgments, certify that on this _____ of _____ 2022 personally appeared the following who were identified by me through their competent evidence of identity:

Names	Competent Evidence of Identity		Community Tax Certificate	
	Type and Number	Date and Place of Issue	Number	Date and Place of Issue
DIAMOND EXPORT CORPORATION Represented by: ENGR. AUGUSTO N. NATIVIDAD				
CITY OF BACOR Represented by: HON. EDWIN "STRIKE" REVILLA				

known to be the same persons described in the foregoing instrument, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed as well as the free and voluntary act and deed of the corporations herein represented.

[BACK](#)



This instrument consisting of seven (7) pages, including the page on which this acknowledgment is written is signed on each and every page thereof by the parties and their instrumental witnesses and sealed with my notarial seal.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022.

[Handwritten signature]

[BACK](#)