



OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

COMMITTEE REPORT
NO. HLUUD 081 S-2024

Office of the Sangguniang Panlungsod
Received by Genet Pring
Date: 4-30-24
Time: 4:38 pm

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH STRIKE TOWERS HOMEOWNERS' ASSOCIATION INC. (STHOAI) RELATIVE TO THE IMPLEMENTATION OF THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) HOUSING PROJECT OF THE CITY GOVERNMENT OF BACOR LOCATED AT BARANGAY ZAPOTE 1, BACOR CITY, CAVITE. (PCR 523-2024 dated 19 February 2024)**

Acting on the authorization of the city mayor to sign a Deed of Usufruct with Strike Towers Homeowners' Association Inc. (STHOAI) related to the Pambansang Pabahay Para sa Pilipino (4PH) housing project during the 79th Regular Session dated 19 February 2024, the committee chair on housing, land utilization, and urban development, Hon. Alde Joselito F. Pagulayan, reports that:

On 15 February 2024, the Office of the City Mayor formally endorsed a Deed of Usufruct to the Sangguniang Panlungsod to be entered by the City Government of Bacoor and the STHOAI involving a parcel of land to be used by the said community association pertaining to the implementation of the 4PH Housing Project at Barangay Zapote 1, Bacoor City, Cavite. A copy of the said draft Deed of Usufruct was forwarded to the Sangguniang Panlungsod by the City Mayor for review and consideration.

In a letter dated 13 February 2024, issued by the Department of Human Settlements and Urban Development (DHSUD) Undersecretary and Head of the 4PH Project Management Office, Engr. Emmanuel Pineda, the DHSUD, stated its No Objection to the signing of the aforementioned agreement.

FINDINGS:

It is clearly shown that the City Government of Bacoor is willing to enter into a Usufruct Agreement with the community association over the 4PH Housing Project. The City Government is the registered owner of a Fourteen Thousand Six Hundred Eighty-Five (14,685) square meter lot situated in Barangay Zapote, as evidenced by Transfer Certificate of Title (TCT) No. (057-2017051458) 167-2020006976. Under the said deed, the city government agreed to allow the STHOAI to use the said lot for the said purposes for a period of fifty years commencing on the date of signing of the said contract.

The primary objective of the program is to help residents of blighted or depressed areas have their own houses. The Community Association is composed of Informal Settler



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor



OFFICE OF THE SANGGUNIANG PANLUNGSOD

CGBCR-SPBac-F003.01
04/05/2024

Families (ISFs) who are in the low-income bracket and qualified for the social housing program. It has identified and chosen the 4PH Housing Project as the site for its member-beneficiaries for the construction of their housing units/buildings on the subject property.

RECOMMENDATION:

After a thorough evaluation, the committee recommends the **APPROVAL** of the above-mentioned proposed resolution.

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

Signed this 19th day of February 2024 at the City of Bacoor, Cavite.

Committee on Housing, Land Utilization and Urban Development



COUN. ALDE JOSELITO F. PAGULAYAN
Chairman



COUN. ADRIELITO G. GAWARAN
Vice Chairman



COUN. SIMPLICIO G. DOMINGUEZ
Member



COUN. ALEJANDRO F. GUTIERREZ
Member



COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

EXCERPT FROM THE MINUTES OF THE 79TH REGULAR SESSION
NO. HLUUD 081 S-2024

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF USUFRUCT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH STRIKE TOWERS HOMEOWNERS' ASSOCIATION INC. (STHOAI) RELATIVE TO THE IMPLEMENTATION OF THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) HOUSING PROJECT OF THE CITY GOVERNMENT OF BACOR LOCATED AT BARANGAY ZAPOTE 1, BACOR CITY, CAVITE. (PCR 523-2024 dated 19 February 2024)**

The Presiding Officer, Hon. Rowena Bautista-Mendiola presided over the 79th Regular Session of the 5th Sangguniang Panlungsod, dated 19 February 2024. The internal rules were suspended upon the motion of Hon. Reynaldo D. Palabrica, which received unanimous approval from the council through a show of hands.

Hon. Pagulayan subsequently proposed immediate approval of the above-mentioned resolution, to help residents of blighted or depressed areas have their own houses, specifically the Informal Settler Families (ISFs) whose residing in the City of Bacoor. The members present unanimously seconded this motion. The Chair declared it **APPROVED**.

Prepared By:

PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:

COUN. ALDE JOSELITO F. PAGULAYAN
Chairman
Committee on Housing, Land Utilization
and Urban Development



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the Mayor

CGBCR-MO-02-FO3.00
10/20/2023

February 14, 2024

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

OFFICE OF THE
SANGGUNIAN PANLUNGSOD
RECEIVED
By: ARIEL
DATE: 2/15/24 TIME: 3:42
BACOR CITY, CAVITE

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

Subject: Endorsement Letter

Dear Hon. Bautista-Mendiola:

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for appropriate action the Draft Deed of Usufruct relative to the implementation of the 4PH Housing Project of the City Government of Bacoor at Brgy. Zapote 1, Bacoor City, Cavite. In a letter, dated 13 February 2024, issued by the Department of Human Settlements and Urban Development Undersecretary and Head of the 4PH Project Management Office, Engr. Emmanuel Pineda, the DHSUD stated its No Objection to the signing of the aforementioned agreement, however, it further stated that "the ownership of the lot may matter in the DEVELOPMENT LOAN FINANCING with Pag-IBIG or any other financial institution".

Attached herewith is the aforementioned Draft Deed of Usufruct and the letter from DHSUD for your immediate reference.

I trust that you give this matter your utmost consideration.

Sincerely yours,




STRIKE B. REVILLA
City Mayor

**STRIKE
AS**

Address: Bacoor Government Center, Bacoor Blvd. Brgy. Bayanan City of Bacoor, Cavite
Telephone: 434-1111 Website: www.bacoor.gov.ph





Republic of the Philippines
Province of Cavite
CITY OF BACOR

CGBCR-AO-01-F01.00
10/20/2023

OFFICE OF THE CITY ADMINISTRATOR

INDORSEMENT

TO: **ATTY. PAUL MG. SANGALANG**
Executive Assistant IV
Office of the City Mayor

2/15/24 9:08 AM
SARAH LAGASCA
Office of the City Mayor

SUBJECT: **LETTER FROM THE DEPARTMENT OF HUMAN SETTLEMENTS AND URBAN DEVELOPMENT**

DATE: **14 FEBRUARY 2024**

Respectfully endorsing to your office, copy of a Letter from the Department of Housing Settlements and Urban Development stating that they have no objection to the signing of the Usufruct Agreement for fifty (50) years.

In view of the foregoing, the undersigned respectfully requests your good office to finalize the Deed of Usufruct.


ATTY. AIMEE TORREFRANCA-NERI
City Administrator

STR1KE
AS

Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite
Telephone: 434-1111 Website: www.bacoor.gov.ph



SCAN ME

February 13, 2024

HON. STRIKE B. REVILLA
Mayor, Bacoor City

Dear Mayor Strike

We have **NO OBJECTION** to the signing of the **USUFRUCT AGREEMENT** for 50 years sent to our office by your City Administrator, a copy of which is attached hereto for easy reference

If the parties are willing to enter into a usufruct agreement, this office sees **no legal impediment** in implementing a 4PH Project as long as the signatories enter into the contract aware of the background and legal consequences

The only caveat is that the **property may not be readily used as collateral** for a loan. We reached out to Atty. **AIMEE NERI** and explained to her that the ownership of the lot may matter in the **DEVELOPMENT LOAN FINANCING** with Pag-IBIG or any other financial institution. For loan takeout, as long as there is a condominium certificate of title to be issued, Pag-IBIG may approve the loan for end-user financing

May we just suggest that the usufruct be made renewable for another 50 years to give more benefit and protection to end users

Thank you.

Sincerely yours


ENGR. EMMANUEL PINEDA

Underscretary and Head, 4PH Project Management Office



OFFICE OF THE CITY LEGAL SERVICE

ENDORSEMENT NO. 246, SERIES OF 2024

TO : HON. STRIKE B. REVILLA
City Mayor

THRU : ATTY. PAUL MICHAEL G. SANGALANG
Office of the City Mayor MAAN MARASIGAN
Mayor's Office 4/15
11:30AM

CC : ATTY. AIMEE TORREFRANCA-NERI
City Administrator

SUBJECT : FOR ENDORSEMENT TO THE SANGGUNIANG
PANLUNGSOD
Re: Deed of Usufruct with Strike Towers Homeowners' Association in Connection with the 4PH Housing Project Located at Barangay Zapote I, Bacoor City

DATE : 15 February 2024

Respectfully endorsing to your good office the draft Endorsement to the Sangguniang Panlungsod regarding the Deed of Usufruct with the Strike Towers Homeowners' Association in connection with the 4PH Housing Project located at Barangay Zapote I, Bacoor City.

Attached herein is the draft Endorsement and the draft Deed of Usufruct.

For your review and/or approval.

Thank you very much.

Respectfully,

ATTY. RYAN JAMES S. EDQUILAG
Office of the City Legal Services

Approved by:

ATTY. KIM NYCA R. LOFRANCO
City Legal Officer

**STRIKE
AS**



DEED OF USUFRUCT

THE PUBLIC IS INFORMED:

This **DEED OF USUFRUCT**, hereinafter referred to as the "Agreement", is made and executed by and between the:

CITY GOVERNMENT OF BACCOOR, a local government unit created and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented herein by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of _____, approved _____ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LANDOWNER**";

and

STRIKE TOWERS HOMEOWNERS' ASSOCIATION, INC. (STHOAI), a homeowners association duly organized and registered with the Department of Human Settlements and Urban Development (DHSUD)¹, with principal address at Barangay Zapote 1, Bacoor City, Cavite, represented by its President, **CARMIE B. LIANZA**, hereinafter referred to as "**COMMUNITY ASSOCIATION**".

WITNESSETH:

WHEREAS, the **LANDOWNER** is the registered owner of a parcel of land containing a total area of **FOURTEEN THOUSAND SIX HUNDRED EIGHTY-FIVE (14,685) SQUARE METERS** covered by Transfer Certificate of Title No. (057-2017051458) 167-2020006976 registered with the Registry of Deeds for the Province of Cavite, situated at Barangay Zapote 1, Bacoor City, Cavite, by which a portion of the said parcel of land covering an area of _____ **SQUARE METERS** will be used for the residence of the member-beneficiaries of the **COMMUNITY ASSOCIATION**;²

WHEREAS, the **LANDOWNER** is willing to enter into a new usufruct agreement over the Pamansang Pabahay para sa Filipino (4PH) Housing Project located at Barangay Zapote 1, Bacoor City ("**4PH HOUSING PROJECT**") with the **COMMUNITY ASSOCIATION** for the use and benefit of the member-beneficiaries of the **COMMUNITY ASSOCIATION** subject to the terms and conditions herein stated;

WHEREAS, the **LANDOWNER** shall assist legally organized associations of underprivileged and homeless citizens in purchasing and developing a tract of land under the concept of community ownership;

WHEREAS, the primary objective of the program is to help residents of blighted or depressed areas to have their own houses;

WHEREAS, the **COMMUNITY ASSOCIATION** is composed of Informat Settler Families (ISFs) who are in the low-income bracket and qualified for the social housing program.

WHEREAS, the **COMMUNITY ASSOCIATION** has identified and chosen the **4PH HOUSING PROJECT** as the site for its member-beneficiaries (MBs) for the construction of their housing units/buildings on the subject property;

¹ A copy of the HOA's Affidavit of Undertaking is attached to this Deed as Annex "A".

² Copy of Certified true copy of TCT No. (057-2017051458) 167-2020006976 is attached as Annex "B".

WHEREAS, the LANDOWNER is willing to enter into a usufruct agreement with the COMMUNITY ASSOCIATION over the 4PH HOUSING PROJECT subject to the terms and conditions herein.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants hereinafter contained, the parties hereby agree as follows:

1. **TERM.** The term of the usufruct shall be for a period of fifty (50) years from the signing of this Agreement, renewable for another fifty (50) years, and unless the PARTIES pre-terminate the same on the following grounds:
 - 1.1. The COMMUNITY ASSOCIATION violates any of the conditions stated herein;
 - 1.2. The COMMUNITY ASSOCIATION violates the provisions of the site development and house construction loan agreements, which shall be subsequently entered into between the parties and
 - 1.3. The COMMUNITY ASSOCIATION fails to apply for site development and house construction loans.

Provided further that only the LANDOWNER may invoke subsections 1.1 and 1.2 as grounds for the pre-termination of the Agreement. Provided, finally, that any action on the part of the LANDOWNER for any prolonged period of time cannot be taken to mean a renunciation of its right to pre-terminate the Agreement under the said grounds.

2. **PURPOSE OF THE USUFRUCT.** The USUFRUCT shall be used mainly for the accomplishment of the 4PH HOUSING PROJECT intended for the residential use of the COMMUNITY ASSOCIATION MBs covering the above-mentioned area portion for the latter.
3. **LAND OWNERSHIP.** The ownership and title of the 4PH HOUSING PROJECT shall remain with and continue to be in the name of the LANDOWNER. Upon expiration or pre-termination of the Agreement on the grounds stated under subsections 1.2 and 1.3 of this Agreement, all permanent improvements existing on the 4PH HOUSING PROJECT shall inure to the benefit of the LANDOWNER. It is hereby understood that permanent improvements shall refer to those that cannot be detached or removed without damaging the 4PH HOUSING PROJECT.
4. **RIGHTS AND OBLIGATIONS OF THE COMMUNITY ASSOCIATION**
 - 4.1 The COMMUNITY ASSOCIATION shall apply for site development and house construction loan and the necessary permits within thirty (30) days upon execution of this Agreement. As soon as the house construction and site development are completed, the COMMUNITY ASSOCIATION may apply for a land acquisition loan to acquire the 4PH HOUSING PROJECT.
 - 4.2 The COMMUNITY ASSOCIATION shall voluntarily surrender possession and return or vacate the 4PH HOUSING PROJECT to the LANDOWNER without the need of demand upon expiration of the Agreement in case the former does not purchase (payment in full or through financing) the property from the LANDOWNER.
 - 4.3 The COMMUNITY ASSOCIATION shall pay the real estate taxes due on the 4PH HOUSING PROJECT upon the construction of their housing units or upon purchase of the lot by the COMMUNITY ASSOCIATION.

- 4.4 The COMMUNITY ASSOCIATION shall not sell, lease, dispose, mortgage, encumber, transfer, assign, tolerate the use by a third party, or use as collateral for their economic venture the 4PH HOUSING PROJECT or any portion thereof during the lifetime of the Agreement, unless with the consent of the LANDOWNER.
- 4.5 The COMMUNITY ASSOCIATION shall not alienate or transfer its usufructuary rights, or alter the form or substance of the 4PH HOUSING PROJECT, or do anything thereon which may be prejudicial to the rights of the LANDOWNER.
- 4.6 The COMMUNITY ASSOCIATION shall be obliged to notify the LANDOWNER of any act of a third person, of which it may have knowledge, that may be prejudicial to the rights of ownership, and it shall be liable if it did not do so for damages, as if they had been caused through its own fault.
- 4.7 The COMMUNITY ASSOCIATION may provide, introduce, and/or maintain proper infrastructures, perimeter fences, and facilities that shall make the 4PH HOUSING PROJECT sustainable and viable for use.
- 4.8 Upon signing of the Agreement, the COMMUNITY ASSOCIATION shall be responsible for maintaining the cleanliness, security, peace and order in the area of the 4PH HOUSING PROJECT.
- 4.9 The COMMUNITY ASSOCIATION shall not use the 4PH HOUSING PROJECT for any unlawful or illegal act.

5. RIGHTS AND OBLIGATIONS OF THE LANDOWNER

- 5.1 Authorize the COMMUNITY ASSOCIATION to apply for, sign, obtain, secure, and submit documents to secure the necessary permits, including, but not limited to, building and development permits
- 5.2 Exercise all rights of ownership over the property except those which we have been given/granted to the COMMUNITY ASSOCIATION as contained in this Agreement.

6. OTHER TERMS AND CONDITIONS

- 6.1 This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon the Parties only if made by mutual consent in writing and signed by the Parties to this Agreement.
- 6.2 This Agreement embodies all representations, agreements, and conditions about the subject matter hereof and no representations, understandings, or agreements, oral or otherwise, in relation thereto between the Parties except as herein expressly set forth. The Agreement may not be amended or terminated orally but only as expressly provided herein or by an instrument in writing duly executed by the Parties hereto
- 6.3 Any action not taken by the LANDOWNER against any breach of any provision of this Agreement shall not constitute a waiver of any violation of

the terms and conditions hereof by the **COMMUNITY ASSOCIATION** unless made in writing and signed by the **LANDOWNER**.

- 6.4 Should any provision of this Agreement be declared invalid, the same shall not affect the remainder thereof unless such declaration renders the continuation of this Agreement legally impossible.
- 6.5 Parties hereto represent and warrant in favor of each other that each has a full power, authority, and legal right to enter into, execute, deliver, and perform this Agreement.
- 6.6 This Agreement and the various rights and obligations arising hereunder shall be binding upon the Parties hereto and their successors-in-interest and assigns (as the case may be).
- 6.7 Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified, registered mail or private courier, return receipt requested, addressed to the Parties at their respective addresses outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.
- 6.8 This Agreement shall be construed and enforced under the laws of the Republic of the Philippines. In case of breach of any terms of the Agreement, dispute, and/or litigation arising from this Agreement, the venue of actions shall be filed in the proper courts of Bacoor City, to the exclusion of all other courts.

IN WITNESS WHEREOF, the herein parties have set their hands this _____ at _____, Philippines.

CITY GOVERNMENT OF BACOOR

STRIKE TOWERS HOMEOWNERS' ASSOCIATION, INC.

By:

By:

STRIKE B. REVILLA

City Mayor

SP Resolution No. _____

CARMIE B. LIANZA

President

Signed in the presence of:

(Signature over printed name)
Witness

(Signature over printed name)
Witness

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction this _____ at _____, Philippines, personally appeared the following persons.

Name	Competent Evidence of Identity	Validity Details
CITY GOVERNMENT OF BACOR By: Hon. Strike B. Ravilla		
STRIKE TOWERS HOMEOWNERS' ASSOCIATION, INC. By: Carmie B. Lianza	TIN: 384-381437-000	

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed as well as that of the entities that they represent.

This Deed of Usufruct, consisting of five (5) pages, including this page wherein this acknowledgment is written, has been signed by the parties and their instrumental witnesses on each and every page hereof and sealed with my notarial seal.

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

Doc. No. _____
Page No. _____
Book No. _____
Series of 2024.