



COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

COMMITTEE REPORT
NO. HLUUD 087 S-2024

Office of the Sangguniang Panlungsod
Received by: Jenet Pring
Date: 1 AUG 2024
9:30 am

Subject: **A RESOLUTION AUTHORIZING THE HON. MAYOR STRIKE B. REVILLA TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT FOR AND IN BEHALF OF THE CITY GOVERNMENT OF BACOOR, CAVITE WITH THE LAND REGISTRATION AUTHORITY (LRA) FOR THE DEVELOPMENT OF AN INTERCONNECTIVITY SYSTEM OF THE LAND REGISTRATION PROCESS AND OTHER MATTERS RELEVANT THERETO. (PCR 564-2024 dated 04 April 2024)**

Pursuant to the authorization of the city mayor to sign a memorandum of agreement (MOA) with the Land Registration Authority (LRA), the undersigned, Hon. Alde Joselito F. Pagulayan, chair of the committee on housing, land utilization, and urban development, reports the following:

The Land Registration Authority (LRA), an agency under the Department of Justice (DOJ), is statutorily obligated to maintain the integrity of the land registration process, protect the sanctity of the Torrens System, and serve as the central repository for records pertaining to land registration, including subdivision and consolidation plans.

Consistent with the Bagong Pilipinas vision of President Ferdinand "Bongbong" R. Marcos, Jr., and the directives of Secretary of Justice Hon. Jesus Crispin C. Remulla, the LRA, aims to foster partnerships with local government units (LGUs) nationwide to enhance public service delivery.

In accordance with Section 209 of Republic Act 7160 (Local Government Code of 1991), the Registry of Deeds (RD) is tasked with ensuring that all real properties subject to registration are accounted for tax purposes and is required to provide annual abstracts to local assessors detailing registered properties, their owners, and transaction histories.

According to Section 278 of Republic Act 7160, the RD and notaries public are required to provide copies of all property-related contracts to local assessors, thereby ensuring transparency and accuracy in property records.

The National Internal Revenue Code (NIRC), as amended, under Section 58(f) and Section 95, imposes additional requirements on the RD to verify the payment of applicable taxes before registering property transfers and to report any instances of tax non-payment to the relevant authorities.





Sections 205 and 207 of Republic Act 7160 compel LGUs to maintain comprehensive and uniform property assessment rolls within their jurisdictions.

FINDINGS:

Upon review, the committee finds that the proposed MOA between the City Government of Bacoor and the LRA aligns with the aforementioned legal mandates and serves the public interest by modernizing and streamlining land registration processes. This initiative is anticipated to significantly enhance the efficiency and accuracy of land transactions, benefiting both the local government and the public.

RECOMMENDATION:

In view of the foregoing, the committee urgently recommends the **APPROVAL** of the proposed resolution to authorize the Hon. Mayor Strike B. Revilla to sign the MOA with the LRA. This agreement is crucial for the development of an interconnectivity system that will improve service delivery in the land registration process and address relevant issues.

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

Signed this 04th day of April 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 87TH REGULAR SESSION
NO. HLUUD 087 S-2024

Subject: **A RESOLUTION AUTHORIZING THE HON. MAYOR STRIKE B. REVILLA TO SIGN AND ENTER INTO A MEMORANDUM OF AGREEMENT FOR AND IN BEHALF OF THE CITY GOVERNMENT OF BACOOR, CAVITE WITH THE LAND REGISTRATION AUTHORITY (LRA) FOR THE DEVELOPMENT OF AN INTERCONNECTIVITY SYSTEM OF THE LAND REGISTRATION PROCESS AND OTHER MATTERS RELEVANT THERETO. (PCR 564-2024 dated 04 April 2024)**


The Presiding Officer, Hon. Rowena Bautista-Mendiola presided over the 87th Regular Session of the 5th Sangguniang Panlungsod on 22 April 2024. Upon the motion of Hon. Alde Joselito F. Pagulayan, the internal rules were suspended with unanimous approval from the members of the council through a show of hands.

Hon. Pagulayan subsequently proposed the urgent approval of the resolution authorizing the city mayor to enter into a memorandum of agreement (MOA) with The Land Registration Authority (LRA), emphasizing that this agreement is crucial for the development of an interconnectivity system that will improve service delivery in the land registration process and address relevant issues. The members of the committee on housing, land utilization, and urban development present unanimously seconded the motion, and 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 BACOOR
Office of the City Mayor



April 23, 2024

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

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
By: ARIEL
DATE: 4-24-24 TIME: 11:21
BACOOR CITY, CAVITE

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

SUBJECT: Endorsement Letter

Dear Hon. Bautista-Mendiola:

I hereby urgently seek to the esteemed members of the Sangguniang Panlungsod authority to sign the herein attached Memorandum of Agreement (MOA) with the Land Registration Authority. The purpose of this agreement is to establish a crucial partnership with the LRA for the development of an interconnectivity system aimed at enhancing the efficiency of the land registration process and addressing matters relevant thereto.

This initiative is of utmost importance as it represents a significant step towards modernizing and streamlining our land registration procedures, ultimately benefiting our constituents and the community at large. The interconnectivity system will facilitate smoother transactions, improve data accuracy, and enhance overall service delivery in the land registration process.

Given that this agreement is a priority project that holds the key to enhancing our public service efficiency, I humbly request your prompt attention and support in expediting the issuance of the authorization for me to proceed with the signing of the MOA with the LRA. Time is of the essence as the successful establishments of this partnership will have far-reaching positive impacts on our local governance and the community we serve.

I trust that you give this matter your utmost consideration.

Sincerely yours,


STRIKE B. REVILLA
City Mayor



MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement is made and entered into this ____ day of _____ 2024 in _____ by and between:

The **LAND REGISTRATION AUTHORITY**, a government agency under the Department of Justice, with office address at LRA Building, East Avenue corner NIA Road, Diliman Quezon City, herein represented by its Administrator, **GERARDO PANGA SIRIOS**, and hereinafter referred to as the "LRA",

- and -

The **CITY GOVERNMENT OF BACOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with an official address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented by its City Mayor, **STRIKE B. REVILLA**, duly authorized by the Sangguniang Panlungsod under City Resolution No. ____, and hereinafter referred to as the "SECOND PARTY",

WITNESSETH: That-

Whereas, the LRA is a government agency under the Department of Justice (DOJ) mandated by law to preserve the integrity of the land registration process, protect the sanctity of the Torrens System, and act as the central repository of records relative to the original registration of lands titled under the Torrens System, including subdivision and consolidation plans of titled lands and, through its Registry of Deeds (RD) offices nationwide, be the repository of records of instruments affecting registered or unregistered lands and chattel mortgages in the province and city where such office is situated;

Whereas, as a matter of full support and commitment to the Bagong Pilipinas vision of His Excellency, President FERDINAND "Bongbong" R MARCOS, Jr, as well as to the programs and aspirations of HON. JESUS CRISPIN C. REMULLA, Secretary of Justice, the LRA, in pursuance of genuine and excellent public service, shall establish partnerships with various local government units in the country, which shall undertake various programs and activities that would benefit not only the LRA itself, its partner LOU, and their respective clienteles, but also the general public as a whole,

Whereas, the Register of Deeds, in accordance with Section 209 of Republic Act 7160, also known as the Local Government Code of 1991, is duty bound to ascertain whether or not any real property entered in the Registry of Property has escaped discovery and listing for the purpose of taxation,

Whereas, in compliance with the aforesaid duty, the same provision of the afore-quoted law requires the Register of Deeds to prepare and submit to the provincial, city, or municipal assessor a yearly abstract of his registry, which shall include a brief but sufficient description of the real properties entered therein, present owners, and the dates of their most recent transfer or alienation accompanied by copies

GERARDO PANGA SIRIOS
LRA Administrator

STRIKE B. REVILLA
City Mayor

of corresponding deeds of sale, donation, or partition or other forms of alienation and to require every person who shall present for registration a document of transfer, alienation, or encumbrance of real property to accompany the same with a certificate to the effect that the real property subject of the transfer, alienation, or encumbrance, as the case may be, has been fully paid of all real property taxes due thereon,

Whereas, Section 278 of Republic Act 7160 likewise requires the Registrar of Deeds and notaries public to furnish the provincial, city, or municipal assessor with copies of all contracts selling, transferring, or otherwise conveying, leasing, or mortgaging real property received by or acknowledged before them

Whereas, paragraph F, Section 58 of the National Internal Revenue Code, as amended, prohibits the registration of any document transferring real property by the Register of Deeds unless the Commissioner of the Bureau of Internal Revenue or his duly authorized representative has certified that such transfer has been reported, and the capital gains or creditable withholding tax, if any, has been paid;

Whereas, Section 95 of the National Internal Revenue Code, as amended, likewise prohibits the Registers of Deeds from registering in the Registry of Property any document transferring real property or real rights therein or any chattel mortgage by way of gifts *inter vivos* or *mortis causa*, legacy or inheritance, unless a certification from the Commissioner of the Bureau of Internal Revenue that the estate or donor's tax fixed and actually due thereon had been paid is shown, and to immediately notify the Commissioner, Regional Director, Revenue District Officer, or Revenue Collection Officer or Treasurer of the city or municipality where their offices are located, of the nonpayment of the tax discovered by them,

Whereas, Section 205 of Republic Act 7160 mandates that the LGU prepare and maintain an assessment roll wherein shall be listed all real property, whether taxable or exempt, located within its territorial jurisdiction,

Whereas, Section 207 further mandates the LGU to establish and maintain a uniform classification system where all declarations of real property shall be kept and filed;

Whereas, the Parties, in pursuance of the afore-said mandates and in the spirit of cooperation, decided to come up with an agreement which is not only mutually beneficial to them but also to the general public as a whole,

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed to the following covenants:

1. Obligations of the Parties.

- a. The LGU shall install the necessary system application to facilitate system interconnectivity with the LRA.
- b. The LRA shall grant the LGU access to its database within the scope of work mentioned in this Agreement.
- c. Parties, through their respective authorized technical representatives, shall meet to discuss the technical requirements for system interconnectivity and develop a manual for the smooth implementation of this Agreement.

2. Scope of Work.

- a. The LRA shall grant the LGU the following data within its territorial jurisdiction.
 - i. Title Type;
 - ii. Title Number,
 - iii. Owner's Name;
 - iv. Owner's Address (as stated in the Title),
 - v. Plan, Block, and Lot Number,
 - vi. Registration Date,
 - vii. Location,
 - viii. Land Area (as stated in the Title),
 - ix. Original Certificate of Title number,
 - x. Title number of immediately preceding Title,
 - xi. Technical Description.
 - b. The LGU shall grant the LRA the following data.
 - i. Transfer Tax Clearance, upon request, subject to availability and provided that all taxes are fully settled.
 - ii. Tax Declaration, upon request, subject to availability and alignment with the data provided by the LRA.
3. **Term.** This Agreement shall take effect upon signing and shall remain valid until 30 June 2028, with the option to renew subject to the agreement of the parties. The Agreement shall remain valid until revoked or terminated by the Parties' mutual written consent. Either party shall notify the other of its intent to renew within thirty (60) days prior to the termination of this Agreement.
 4. **Project Delivery Schedule.** Access to data shall commence upon the completion of the installment of the system application for interconnectivity.
 5. **Fees.** Considering the nature of the parties and the public interest, neither party shall collect fees from the other as a result of implementing this Agreement.
 6. **Ownership of Databases, Systems, and Other Work Products.** Systems and databases of each party shall continue to belong to and remain to be the property of each of them.
 7. **Confidentiality.** During the term of the Contract, and at all times thereafter, the Parties undertake to keep confidential and not to disclose to any third party any information regarding any operation, practice, specification, personal data of clients, and activity of any of the contracting parties, except under the circumstances that may be allowed by law and this Agreement. Each Party shall protect the other Party's proprietary information by exercising the same care that it exercises in protecting its own proprietary information.
 8. **Miscellaneous.**
 - a. **GOOD FAITH.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.
 - b. **RELATIONSHIP OF PARTIES.** The Parties' relationship under and in relation to this Agreement shall be limited to the matters contained

herein. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

- c. **AMENDMENTS AND MODIFICATIONS.** This Agreement may not be amended, modified, or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.
- d. **DISPUTE RESOLUTION.** Any disagreement under this Agreement will be resolved amicably within 30 days through mutual discussion. If not resolved, the matter will proceed to mediation or arbitration. Litigation, if necessary, will take place in courts of jurisdiction within Quezon City, Metro Manila, or City of Bacoor, Cavite, at the option of the complainant.
- e. **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.
- f. **SEPARABILITY.** In case any provision or sentence of this Agreement or any part thereof be declared void or unenforceable by the competent authority, the provision/s unaffected by such declaration shall remain valid and binding among the parties, their successors, and assigns.

IN WITNESS WHEREOF, the parties have caused the signatures to be fixed to this Agreement on the date and at the place written above.

LAND REGISTRATION AUTHORITY

By:

GERADO PANGA SIRIOS
Administrator

CITY GOVERNMENT OF BACOOR

By:

STRIKE B. REVILLA
City Mayor
City Resolution No. ____

Signed in the presence of:

TEODORO L. BONIFACIO, JR.
City Administrator

ATTY. AIMEE TORREFRANCA-NERI
Deputy Administrator

ACKNOWLEDGMENT

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

ME, a Notary Public for and in Quezon City, Metro Manila, Philippines, on _____, personally appeared with their proof of identity:

LAND REGISTRATION AUTHORITY:

GERARDIO PANGA SIRIOS,
in his capacity as Administrator

TIN _____

known to me and by me known to be the same persons who executed the foregoing Agreement, and who acknowledged to me that the same is his free and voluntary act and deed, and the free and voluntary act of the entity he represents.

This Agreement consists of six (6) pages and is signed by the parties and their witnesses.

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

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

ACKNOWLEDGMENT

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

ME, a Notary Public for and in the jurisdiction of the City of Bacoor, Province of Cavite, Philippines, on _____ personally appeared with their proof of identity:

CITY GOVERNMENT OF BACOR:

STRIKE B. REVILLA,
in his capacity as City Mayor

TIN _____

known to me and by me known to be the same persons who executed the foregoing Agreement, and who acknowledged to me that the same is his free and voluntary act and deed, and the free and voluntary act of the entity he represents.

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