



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor
ABSENT

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



CITY RESOLUTION NO. 2025-716
Series of 2025

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF DONATION AND ACCEPTANCE ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH OYAMIH RESOURCES CORPORATION REGARDING A PARCEL OF LAND TO BE USED AS THE SITE OF THE DEPARTMENT OF INFORMATION AND COMMUNICATIONS TECHNOLOGY (DICT) BUILDING TO BE CONSTRUCTED IN THE CITY OF BACOR, CAVITE.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Palm Angel S. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, and Hon. Levy M. Tela.

WHEREAS, Oyamih Resources Corp. is the registered owner of a parcel of land situated in Barangay Niog II, Bacoor City, Cavite with an area of Five Hundred Fifty (550) square meters more or less, and identified as Lot 1-B, and covered by Transfer Certificate of Title (TCT) No.167-2016033011.

WHEREAS, Oyamih Resources Corp. offered to donate the said parcel of land in favor of the City Government of Bacoor.

WHEREAS, the aforementioned lot is intended to be used as the site for the Department of Information and Communications Technology (DICT) Building to be constructed in the City of Bacoor or for any other purpose or use relative thereto or as a consequence thereof.

WHEREAS, for the efficient and effective governance relative to the general welfare of the city and its inhabitants, Republic Act (RA) 7160, otherwise known as the "Local Government Code of 1991" authorizes the local chief executive to represent the city in all transactions and to sign in its behalf all contracts and obligations upon the authority of the Sangguniang Panlungsod.



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor
ABSENT

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. RAMON N. BAUTISTA
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RANDY C. FRANCISCO
Liga ng mga Barangay Vice-President

HON. PALM ANGEL S. BUNCIO
SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor



WHEREAS, the Office of the City Administrator submitted a draft Deed of Donation and Acceptance (DODA) to the Sangguniang Panlungsod for its review and consideration. The proposed agreement is hereby deemed incorporated into and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Hon. Rogelio M. Nolasco and unanimously seconded by the council in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign the Deed of Donation and Acceptance between the Oyamih Resources Corporation and the City Government of Bacoor for the donation of a parcel of land by Oyamih Resources Corp. in favor of the City Government of Bacoor to be used as the site for the Department of Information and Communications Technology (DICT) Building to be constructed in the City of Bacoor, Cavite.

RESOLVED FURTHER, to furnish the Office of the City Mayor, Oyamih Resources Corporation, the DICT, and other government agencies concerned with copies of this Resolution.

APPROVED this 5th day of May 2025 at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved in accordance with law and that the contents hereof are true and correct.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor



DEED OF DONATION AND ACCEPTANCE**KNOW ALL MEN BY THESE PRESENTS:**

This Deed of Donation and Acceptance ("**Deed**") is made and executed by and among:

OYAMIH RESOURCES CORP., a corporation duly created and existing under the laws of the Republic of the Philippines, with main office address at 608 Raxa Bago Street, Tondo, Manila, represented herein by its authorized Representative, **MR. WILFREDO RAMIREZ** (hereinafter referred to as the "**DONOR**"),¹

and

CITY GOVERNMENT OF BACOR, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office and postal address 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 _____ dated _____ (hereinafter referred to as the "**DONEE**"),²

For the purpose of this Deed, each shall be referred to as a "**Party**" and collectively as the "**Parties**".

WITNESSETH:

WHEREAS, the **DONOR** is the registered owner of a parcel of land located at Niog II, Bacoor City, Cavite ("**Principal Property**");³

WHEREAS, the **DONOR** offered to donate, in favor of the **DONEE**, a portion of the **Principal Property**, with an area of 550 square meters, more or less, and identified as Lot 1-B, covered by a portion of Transfer Certificate of Title (TCT) No. 167-2016033011 ("**Subject Property**");

WHEREAS, the main purpose thereof is for the **Subject Property** to be used by the **DONEE** as the construction site of the Department of Information and Communications Technology (DICT) Building in the City of Bacoor and for any other purpose or use relative thereto or as a consequence thereof;

WHEREAS, on 07 October 2024, the City Government of Bacoor sent a letter to the **DONOR**, formalizing the intent of the **DONOR** to donate the **Subject Property** for the benefit of the **DONEE**;⁴

¹ Copy of Board Resolution No. _____ is attached hereto as Annex "A"

² Certified true copy of C.R. No. _____, Series of _____ dated _____ is attached hereto as Annex "B"

³ Certified true copy of TCT No. 167-2016033011 is attached hereto as Annex "C"; copies of Tax Declaration and Tax Clearance are attached hereto as Annex "D"

⁴ Copy of Letter to Oyamih Resources Corp. dated 07 October 2024 together with its attachments are collectively attached hereto as Annex "E"

NOW, THEREFORE, for and in consideration of the foregoing and the terms and conditions hereinafter set forth, the Parties hereby agree, as they have agreed, as follows:

WILFREDO RAMIREZ
Oyamih Resources Corp.
DONOR

STRIKE B. REVILLA
City Government of Bacoor
DONEE

ATTY. AMEE TORREFRANGA-NERI
City Government of Bacoor
Witness

Witness for DONOR

1. **Transfer of Property.** The DONOR hereby voluntarily give, transfer, and convey, by way of donation unto the DONEE the Subject 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 Subject Property and agrees to such obligations and resolatory conditions.
2. **Conditions for the Donation.**
 - a. The Subject Property shall be used exclusively and solely as the construction site of the Department of Information and Communications Technology (DICT) Building in the City of Bacoor and for any other purpose or use relative thereto or as a consequence thereof.
 - b. 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 hereof.
3. **Reservation of Sufficient Property for Creditors.** The DONOR affirms that the donation of the Subject Property is not made with the object of defrauding their creditors, having reserved for themselves sufficient property to answer for their debts, if any, prior to the date hereinbelow stated.
4. **Acceptance by DONEE.** The DONEE hereby receives and accepts the said gift and donation of the Subject Property in its existing condition, and hereby manifests and expresses its gratitude for the kindness and generosity of the DONOR.
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 Subject 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 Subject Property in the name of the DONEE.
6. **Representation and Warranties of the 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 Subject Property;
 - b. That at the time of signing of this Deed, the DONOR neither know nor have any reason to know of the existence of any outstanding title or claim of title hostile to the rights of the DONOR of the Subject Property. The DONOR warrants the genuineness and authenticity of the title of the DONOR to the Subject Property;

WILFREDO RAMIREZ
Cyamih Resources Corp.
DONOR

STRIKE B. REVILLA
City Government of Bacoor
DONEE

ATTY. AMEE TORREFRANCA-NERI
City Government of Bacoor
Witness

Witness for DONOR

- c. That the Subject Property is viable for its intended purpose, thus, the DONOR guarantee that the Subject Property is ready for the construction of the Department of Information and Communications Technology (DICT) Building in the City of Bacoor and other infrastructure(s) relative thereto or as a consequence thereof;
- d. 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
- e. It is duly incorporated, validly existing, and in good standing under the laws of the Republic of the Philippines.

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

- a. The DONEE possesses full power and authority to enter into this Deed, receive and accept the Subject Property, perform all the obligations and fulfill all the conditions herein imposed, and exercise all rights of ownership over the Subject Property;
- b. The 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.

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

- a. The DONEE uses, possesses, or otherwise disposes of the Subject Property for purposes other than the beneficiaries intended under Section 2 (b) hereof; or
- b. Any other act, deed, or circumstance that occurs or is committed which under the law entitles the DONOR to cancel or revoke the donation herein made.

9. Effects of Revocation. In the event of the exercise by the DONOR of its right to revoke herein under Section 2 (b), and upon receipt of written demand made by the DONOR, the DONEE shall immediately surrender and/or vacate the Subject 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 Subject Property to the DONOR.

WILFREDO RAMIREZ
Oyarbín Resources Corp.
DONOR

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 Subject Property to the DONOR, or the exercise of its rights herein.

11. **Miscellaneous Provisions.**

STRIKE B. REVILLA
City Government of Bacoor
DONEE

a. 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.

b. 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.

c. 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. Negotiation or at any time during the life of this Deed, the DONOR would not have entered into this Deed.

d. This Deed may not be modified, amended, added to, or otherwise varied except by a document in writing signed by each of the Parties.

e. 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.

f. 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.

g. 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 on 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

ATTY. AIMEE TORRESFRANCA-NEBI
City Government of Bacoor
Witness

Witness for DONOR

unless expressed in writing and signed by its authorized representatives.

- h. The Parties shall do and execute, or procure to be done, and execute all such further acts, deeds, documents, and things as may be necessary to give full effect to the terms and intent of this Deed.
- i. This Deed shall be governed by and construed in accordance with the laws of the Philippines.
- j. In the event of litigation arising from, or in connection with, this Deed, the venue of the action shall be in the proper courts of Bacoor City, to the exclusion of all other courts elsewhere situated.
- k. 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.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures this _____ in Bacoor City, Cavite, Philippines.

DONOR

OYAMIH RESOURCES CORP.

By:

MS. WILFREDO RAMIREZ
Authorized Representative

DONEE

CITY GOVERNMENT OF BACOR

By:

HON. STRIKE B. REVILLA
City Resolution No. _____
Series of _____

SIGNED IN THE PRESENCE OF:

ATTY. AIMEE TORREFRANCA-NERI

(Signature over Printed Name)
Witness

(Signature over Printed Name)
Witness

REPUBLIC OF THE PHILIPPINES
BACOR CITY

)
) S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, this _____ in Bacor City, Cavite, Philippines, personally appeared the following persons, who are identified by me through competent evidence of identity:

Name	Competent Evidence of Identity	Date and Place of Issue, and Expiry
OYAMIH RESOURCES CORP. By: MR. WILFREDO RAMIREZ		
CITY GOVERNMENT OF BACOR By: HON. STRIKE B. REVILLA	CRN No. 006-0009-6707-9	

known to me and to me made known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free voluntary act and deed.

This Deed consisting of six (6) pages including the page on which this acknowledgement is written has been signed on the left margin of each and every page thereof by the parties and their witnesses, and sealed with my notarial seal.

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

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

WILFREDO RAMIREZ
Oyamih Resources Corp.
DONOR

STRIKE B. REVILLA
City Government of Bacor
DONEE

ATTY. AIMEE TORREFRANCA-HERI
City Government of Bacor
Witness

Witness for DONOR

RESOLVED FURTHER, to furnish the Office of the City Mayor, the Department of Agriculture, and the University of the Philippines – Office of the National Administrative Register (UP-ONAR) and other government agencies concerned with copies of this Resolution.

APPROVED this ____ day of _____ at the City of Bacoor, Cavite by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite.