



Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-359
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH CB GARAY PHILWIDE BUILDERS FOR ITS PARTICIPATION IN THE PAMBANSANG PABAHAY PARA SA PILIPINO (4PH) PROGRAM IN THE CITY OF BACOR.

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Michael Solis and Hon. Levy M. Tela

WHEREAS, on October 13, 2023, the Sangguniang Panlungsod received an endorsement letter from the Office of the City Administrator requesting the city council to pass a resolution authorizing Hon. Mayor Strike B. Revilla to sign a Memorandum of Agreement on behalf of the City Government of Bacoor with CB Garay Philwide Builders for its participation with the 4PH program of the City of Bacoor.

WHEREAS, the Department of Human Settlements and Urban Development (DHSUD) launched the "Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028" and declared the Pambansang Pabahay Para Sa Pilipino (4PH) Program as a priority program through its Department Circular No. 2022-004, dated December 15, 2022.

WHEREAS, the City Government of Bacoor is mandated thru Republic Act No. 7160 (the "Local Government Code of 1991") to provide services to the public which includes providing decent homes for the underprivileged.

WHEREAS, the City Government Of Bacoor and CB Garay Philwide Builders have expressed their willingness to compliment each other and jointly pursue the objectives of the 4PH Program and commit to perform their obligations to provide quality yet affordable shelters to underprivileged Bacooreños.

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
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

ON LEAVE

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
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



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HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon. Reynaldo D. Palabrica unanimously seconded by the rest of the council, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement for and on behalf of the City Government of Bacoor with CB Garay Philwide Builders for its participation in the Pambansang Pabahay Para Sa Pilipino (4PH) Program in the City of Bacoor.

RESOLVED FURTHER, to furnish the Office of the City Mayor, the CB Garay Philwide Builders, the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this resolution.

UNANIMOUSLY APPROVED, this 16th day of October 2023 during the 65th Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor.

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

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made and entered this _____, 2023 (the "Effective Date") in Bacoor City, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. _____, Series of 2023, approved on _____ by the City Council of Bacoor City, Cavite¹, hereinafter referred to as the "**LGU BACOOR**".

-and-

CB GARAY PHILWIDE BUILDERS, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 16 Yakal St., Santolan, Pasig City, represented herein by its President, **JULITA MARALLAG DANGA**, by virtue of the Board Resolution, verified through a Secretary's Certificate², and hereinafter referred to as the "**DEVELOPER /CONTRACTOR**".

WITNESSETH

WHEREAS, the Department of Human Settlements and Urban Development (**DHSUD**) launched its flagship program in the year 2022: "**Pambansang Pabahay Para Sa Pilipino: Zero ISF Program for 2028**";

WHEREAS, Department Circular No. 2022-04, dated December 15, 2022, declared the **Pambansang Pabahay Para sa Pilipino (4PH) Program** as a priority program of **DHSUD**;

WHEREAS, the **4PH Program** is a government housing program implemented by the **DHSUD** in partnership with its key shelter agencies, which aims to address the country's housing needs of over six million (6,000,000.00) by 2028;

WHEREAS, by virtue of Sanggunian Panlungsod Resolution No. 2023-259, **LGU BACOOR** has authorized and selected the **DEVELOPER/CONTRACTOR** as the qualified entity to implement the 4PH Program, with the responsibility for site development and housing construction;

¹ A copy of the Resolution is attached to this Memorandum of Agreement as **Annex "A"**.

² A copy of the Secretary Certificate is attached to this Memorandum of Agreement as **Annex "B"**.

WHEREAS, the **DEVELOPER/CONTRACTOR**, along with their affiliates, have signified their willingness to participate in the Program by financing **LGU BACCOOR**'s Housing Project's (the "**PROJECT**") land development and housing construction component through direct developmental loans from Key Shelter Agencies (KSAs) and/or Government Financial Institutions (GFIs);

WHEREAS, pursuant to the guidelines for the implementation of the 4PH Program (Operations Manual), the developer/s may participate in the 4PH program under a turnkey arrangement where the developer may either assume the responsibility of land acquisition, site development, and housing construction, subject to applicable guidelines of the **LGU BACCOOR**;

WHEREAS, the **LGU BACCOOR** is the registered owner of the Property subject of this Agreement³;

WHEREAS, the **LGU BACCOOR** and **DEVELOPER/CONTRACTOR** have expressed their willingness to complement each other and jointly pursue the objectives of the 4PH Program, whereby the **DEVELOPER/CONTRACTOR** shall provide the necessary land acquisition, site development, and housing construction for the **PROJECT** while the **LGU BACCOOR** shall provide the list of qualified beneficiaries who will purchase the housing units and implement the **PROJECT** for its own target beneficiaries;

WHEREAS, the **PARTIES** hereto commit to faithfully perform their obligations as contained herein by providing quality yet affordable shelters to the underprivileged beneficiaries as one of the main thrusts of our government. Through competence and active involvement, this undertaking or project is in pursuit of sustainable solutions for the growing housing backlogs in the City of Bacoor.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **Parties** have agreed as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1. Definition of Terms. As used herein, the following terms shall have the following meanings:

- A. CLEAN TITLE** shall refer to a parcel of land that is registered in the name of the developer/contractor and is entirely free of any lien or encumbrance.
- B. NEAR-CLEAN TITLE** shall refer to a parcel of land that is

³ A copy of the TCT is attached to this Memorandum of Agreement as **Annex "C"**.

affected by a lien or encumbrance (including any adverse claim or interest) or any issue, complication, or obstacle that can be resolved within the timeframe needed for its utilization and the completion of the PROJECT.

- C. CONTRACTOR** refers to any person who undertakes or offers to undertake the construction, repair, or improvement of any building, structure, or project, or who provides labor and materials for the completion of an identified project under the specified engagement terms or contract.
- D. DEVELOPER** shall refer to any natural or juridical person engaged in the business of real estate development for his/her or its own account and offering them for sale or lease, duly authorized, selected, and/or partnered with by the **LGU BACCOOR**. For purposes of Pag-IBIG's Direct Developmental Loan Program, a developer must have an established track record of at least five (5) years in housing development and at least three hundred (300) completed house and lot/condominium units to be able to avail of the Developmental Loan from **Pag-IBIG FUND**.
- E. DEVELOPMENTAL LOAN** refers to the financial loan to be extended by the **Pag-IBIG FUND** to the **DEVELOPER/CONTRACTOR** for the development and completion of the PROJECT.
- F. MEMORANDUM OF AGREEMENT (MOA)** shall refer to this agreement, including all future amendments and supplements thereto.
- G. PROJECT** shall mean the medium/high-rise condominium building projects that will be developed by the **DEVELOPER/CONTRACTOR**, with all the necessary utility systems and support facilities such as roads, power, drainage, and water distribution.
- H. PROJECT BENEFICIARIES** shall refer to individuals with designated income levels to whom specific areas of the PROJECT as developed and completed will be sold, who shall be identified and selected by the **LGU BACCOOR**, with eligibility for loans under the **Pag-IBIG FUND's** prevailing housing loan policies and guidelines for the 4PH program.

Section 2. Terms of Interpretation.

- A. The headings and subheadings in this Memorandum of Agreement are inserted for convenience of reference only and shall not limit or affect the interpretation of the provisions hereof.
- B. Unless the context otherwise requires, words denoting the singular number shall include the plural, and vice versa.
- C. References to Sections and Exhibits are to be construed as references to the sections and exhibits of and to this Memorandum of Agreement, while references to Annexes are to be deemed references to the implementing documents, consisting of the Loan Agreement and the Deed of Assignment of Take-Out/ Sales Proceeds and other income/revenues, annexed hereto and made an integral part hereof.

ARTICLE II PRINCIPAL CONSIDERATIONS

Section 1. Principal Considerations

- A. The **PARTIES** hereto accept and recognize that the principal object of this Memorandum of Agreement is the implementation and completion of the **PROJECT** under the 4PH Program of **DHSUD** for the benefit of the Project Beneficiaries as herein described and defined.

Section 2. Project Implementation

- A. The **LGU BACoor**, as the lead implementer of this **PROJECT**, shall ensure that the **DEVELOPER/CONTRACTOR** qualifies or meets the eligibility or criteria for condominium developments, equipped with capabilities, skills, expertise, and with a proven track record.
- B. Forging this agreement with the **DEVELOPER/CONTRACTOR** and setting clearly the specific responsibilities and other governing provisions for the project implementation in a separate agreement, this housing **PROJECT** shall be developed by the **DEVELOPER/CONTRACTOR**, who possesses the skill, expertise, and capability to undertake the construction of the intended **PROJECT**.
- C. To finance the implementation of the **PROJECT**, the **DEVELOPER/CONTRACTOR** may avail of a Developmental

Loan provided by the **Pag-IBIG FUND** for site development and condominium construction under the terms and conditions hereinafter stated. The **DEVELOPER/CONTRACTOR** shall provide for the parcel of land that may be used as collateral security in availing of a direct developmental loan from the **Pag-IBIG FUND**. The **DEVELOPER/CONTRACTOR** shall also be responsible for developing the land and constructing the PROJECT's housing component.

- D.** For purposes of securing a loan from the **Pag-IBIG FUND**, the **DEVELOPER/CONTRACTOR** shall be evaluated in accordance with the eligibility criteria provided by the **Pag-IBIG FUND**.

ARTICLE III **PROJECT AND PROJECT CRITERIA**

Section 1. The Project

- A.** The 4PH PROJECT, as referred to in this Memorandum of Agreement, pertains to the multi-level residential buildings on the identified parcel of land owned by LGU BACCOOR located at the following:

- Title 1 -

Located at: Salinas-Dulong Bayan, Bacoor,
Cavite
TCT NO. : 2014000094
Total Land Area of Five Thousand Five
Hundred Twenty-Three and a half Square
Meters (5,523.50 Sqm.)

- Title 2 -

- Located at: Salinas-Dulong Bayan, Bacoor,
Cavite
TCT NO. : 2014000093
Total Land Area of Five Thousand Five
Hundred Twenty-Three and a half Square
Meters (5,523.50 Sqm.)

- Title 3 -

- Located at: Salinas-Dulong Bayan, Bacoor,
Cavite
TCT NO.: 2014000091

Total Land Area of Five Thousand Five Hundred Twenty-Three and a half Square Meters (5,523.50 Sqm.)

- Title 4-

- Located at. Salinas-Dulong Bayan, Bacoor, Cavite

TCT NO. : 2014000092

Total Land Area of Five Thousand Five Hundred Twenty-Three and a half Square Meters (5,523.50 Sqm.)

Issued by the Registry of Deeds of the City of Bacoor under the name of the Municipality of Bacoor with a total land area of TWENTY-TWO THOUSAND NINETY-FOUR SQUARE METERS (22,094 sqm.) and more particularly described in the Provisional Technical Description and Lot information (the "Land")

- B.** This project is a multi-level condominium. The proposed blueprint and other specific/technical details of the PROJECT are attached to this Agreement as **Annex "D" and series.**

Section 2. Technical

- A. Site/Location** - The site, which was approved for development into a housing project by **DHSUD**, has qualified with the following criteria:
1. With legitimate title/s or other instruments proving a secured tenure on the properties subject of the loan, free from liens and encumbrances. The subdivided/individual titles shall be eligible for conversion to end-user financing; and
 2. Physical suitability and accessibility as defined in the rules and standards established by the **DHSUD**.
- B. Project Cost** - The total project cost is in the total amount of Two Billion Seven Hundred Eight Million Eight hundred Fourteen Thousand Fifty-Nine Pesos (Php 2,708,814,259.00)

UNIT SIZE	SELLING PRICE/UNIT
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24 sqm	Php 1,120,000.00
27 sqm	None

Section 3. Project Development

- A. Project Design** - The project design pertaining to the type of land development, structural designs, condominium units, and other specifications must conform to the applicable **DHSUD** standards or parameters⁴, as appended hereto, to be proposed by the **DEVELOPER/CONTRACTOR**, and must address the target beneficiaries. Once approved, the **DEVELOPER/CONTRACTOR** can no longer make any changes without prior written approval from **DHSUD** and **LGU BACOOR**.
- B. Necessary Support Facilities** - The **PROJECT** shall include provision for necessary support facilities in accordance with the standards of **DHSUD**.
- C. Price Ceiling** – Pursuant to DHSUD Memorandum Circular No. 2023-002-A, the price ceiling parameters for multi-level housing projects to be accredited in the 4PH program shall be:
- D.**

BUILDING REQUIREMENT	UNIT SIZE (REFER TO MINIMUM SPECIFICATIONS)	PROPOSED MAX SELLING PRICE/UNIT (EXCLUDING LAND COST)
Below 20-storeys	24 sq.m. (min)	Php 1,120,000
	27 sq.m. (max)	Php 1,260,000
		Php 46,666 per sq.m. average
20-to-30-storeys	24 sq.m. (min)	Php 1,450,000
	27 sq.m. (max)	Php 1,631,000
		Php 60,416 per sq.m. average

Section 4. Permits/Clearances

⁴ Attached as **Annex “C”**

- A. All **PARTIES**, within their capacities, shall cooperate and complement each other in securing the necessary permits and clearances necessary for the implementation of this **PROJECT**.
- B. The **DEVELOPER/CONTRACTOR** commits to comply with the documentary requirements of the Pag-IBIG developmental loan program, including the permits/clearances as provided on the Pag-IBIG standard Checklist of Requirements⁵, in the event that they opt to secure a developmental loan from **Pag-IBIG FUND**.

Section 5. Market

- A. The target beneficiaries must qualify to avail of a housing loan under the prevailing guidelines of the **Pag-IBIG FUND** for the 4PH Program. This must be secured by the **LGU BACOOR** through the conduct of pre-qualification or pre-screening.

ARTICLE IV REQUIRED DOCUMENTS

Section 1. Documents After Signing this Agreement

- A. Within ninety (90) days from the signing of this Agreement, the **DEVELOPER/CONTRACTOR** must submit all documents it has undertaken to submit prior to the signing of this Agreement, if there are any.
- B. If the **DEVELOPER/CONTRACTOR** cannot comply with such undertaking, it shall serve within ten (10) days to **LGU BACOOR** a written formal request for an extension stating the reason for the failure to comply with the undertaking. **LGU BACOOR** has ten (10) days within which to review the request and assess whether to give an extension or consider the same as a material breach of contract. In such case, the consequences of default stated in this Agreement shall be followed.
- C. Only one extension may be allowed unless otherwise extended further by **LGU BACOOR**. Extensions may be allowed as long as the same will not cause further delay in the timeline of the **PROJECT**.

⁵ Attached as Annex "G"

Section 2. Additional Documents After Signing this Agreement

- A.** The following documents must be submitted by the **DEVELOPER/CONTRACTOR** within thirty (30) days after signing this Agreement:
 - 1. Bill of Materials or the complete technical and construction details of the PROJECT;
 - 2. A complete proposed timeline of the PROJECT from the groundbreaking ceremony up to turnover; and
 - 3. Any additional documents that may be required by **LGU BACOOR** in relation to the PROJECT.

- B.** In case the **DEVELOPER/CONTRACTOR** cannot comply with the deadline set forth in the paragraph above, the provisions of Section 1. A of this Article shall be followed.

- C.** The proposed timeline is subject to the approval of **LGU BACOOR**.

ARTICLE V
RESPONSIBILITIES AND OBLIGATIONS

Section 1. Responsibilities and Obligations of the Both Parties. Both Parties shall:

- A.** Create a Joint Monitoring Team composed of the City Administrator, City Engineer, and the Head/OIC of the Housing Department for **LGU BACOOR**, and the Supervising Engineer and Supervising Architect for the **DEVELOPER/CONTRACTOR**. Additional members may be added upon agreement of both Parties.

The Joint Monitoring Team shall be responsible for checking the progress of the PROJECT and the compliance by the **DEVELOPER/CONTRACTOR** with the Project Design. Additional tasks may be assigned to the Joint Monitoring Team upon agreement of both Parties.

The Joint Monitoring Team may also draft additional rules and regulations, subject to the approval of **LGU BACOOR**, necessary for the implementation of the PROJECT.

- B.** Appoint a focal person for this PROJECT who will be in charge of

communicating with the other Party regarding any concerns on this PROJECT.

- C. Maintain open communication regarding any concerns in this PROJECT.

Section 2. Responsibilities and Obligations of the LGU BACCOOR. The LGU BACCOOR shall:

- A. Warrant that it has a clean title over the parcel of land subject of this Agreement as defined in this Agreement;
- B. Cause and ensure that the land title of the LAND where the Project is located is free from all liens, claims, or encumbrances and that the land is free and unoccupied by any settlers upon or at the commencement of the land development and housing construction;
- C. Allow the **DEVELOPER/CONTRACTOR** to enter the Land to start the construction of the PROJECT.
- D. Identify, select, and facilitate the application of target housing beneficiaries under the 4PH program. It shall set the eligibility criteria for and identify the project beneficiaries. It shall carry out the beneficiary listing, which shall include, but not be limited to, social preparations, ISF census enumeration, socio-economic profiling, and the establishment of social parameters.
- E. Provide the **DEVELOPER/CONTRACTOR** the list of legitimate and qualified beneficiaries who are entitled to purchase, reside in, and occupy the housing units of the PROJECT;
- F. Promote to the beneficiaries the housing loan programs of **Pag-IBIG FUND** and assist the beneficiaries in their applications for Pag-IBIG Fund Housing Loans through orientation of the guidelines and loan requirements of **Pag-IBIG FUND**;
- G. Conduct social preparation of target beneficiaries in coordination with **DHSUD** and its KSAs, *i.e.*, socio-economic survey, Information and Educational Campaigns, etc.;
- H. Facilitate the expeditious issuance of local permits and clearances for the PROJECT;
- I. Immediately and readily replace delinquent beneficiaries who were

not able to pay their respective loan installments as they fell due.

- J. Exempt the **DEVELOPER/CONTRACTOR** from the payment of all permits, fees, charges, taxes, etc., imposed by **LGU BACOOR** necessary for initiating the construction of the **PROJECT**, such as but not limited to the building permit, etc. Thereafter, the **DEVELOPER /CONTRACTOR** shall no longer be exempt from any payment except as otherwise granted by **LGU BACOOR**.
- K. Provide for the costs of maintenance and perform all responsibilities for the maintenance of the open spaces, parks, common areas, and recreational areas in the **PROJECT**. However, this responsibility shall only arise if the **DEVELOPER/ CONTRACTOR** complies with its obligation of turning over the rights to the open spaces, parks, common areas, and recreational areas to **LGU BACOOR**; and
- L. Assist the **DEVELOPER/CONTRACTOR** in acquiring the necessary permits and licenses, the issuance of which is under the control of **LGU BACOOR**.

Section 3. Responsibilities and Obligations of the DEVELOPER/CONTRACTOR. The **DEVELOPER/ CONTRACTOR** shall have the following obligations:

- A. It shall finance the land development and housing with the approved detailed costing/bill of materials, labor, and other indirect costs for the **Projects** within the parameters set by **DHSUD**. It shall include the construction of roads, drainage, and open space facilities, as well as any taxes, fees, and charges that may be assessed on the project, except upon waiver or exemption granted by the **LGU BACOOR**;
- B. In financing the housing development of the **Project**, it may secure a developmental loan from the **Pag-IBIG FUND** (*or other GFIs enrolled in the Program*) in a manner consistent with the standards of **DHSUD** under the 4PH Program and other concerned regulatory agencies;
- C. **Documentation.** **DEVELOPER/CONTRACTOR** undertakes and ensures that it has the capacity to handle, manage and process **Contract to Sell (CTS)** with qualified beneficiaries for takeout and conversion of the same to **Real Estate Mortgage with Pag-IBIG FUND**;

- D. It shall be responsible for the management of the estate unless otherwise transferred/turned over to the **LGU BACOOR**, the Registered Homeowners Association, or Condominium Association/Corporation, as may be applicable;
- E. It shall turn over to **LGU BACOOR** all the rights in all of the open spaces, parks, common areas, and recreational areas in the PROJECT;
- F. It shall abide by **LGU BACOOR**'s City Ordinances on employment, specifically, the required number of Bacoor City residents required to be employed in the construction;
- G. It shall submit all documents necessary for the continuous implementation of the PROJECT.
- H. It shall ensure that it shall continue to possess, for the entire duration of the PROJECT, all necessary permits, licenses, and other privileges under the law necessary for its continuous legal existence and legal eligibility to continue to work on the PROJECT.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

Section 1. Representations and Warranties of the LGU BACOOR. The **LGU BACOOR** hereby represents and warrants that:

- A. It has the full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transactions contemplated herein;
- B. It shall comply with all applicable laws, rules and regulations, issuances, and orders of relevant government agencies in the performance of its obligations under this Agreement and the Deed/s, including any future construction or development activities therein;
- C. All consents necessary for the due execution, delivery, and performance of this Agreement and the Deed/s have been obtained;
- D. It shall limit the allowable activities to be conducted on the land

and within the Project to residential, small, and medium-sized enterprises and other related activities and shall prohibit activities that have the potential to cause or may actually cause any form of disturbance or nuisance to the Project and its Beneficiaries;

- E. It shall assist and provide the **DEVELOPER/CONTRACTOR** easy processing of the necessary permits, licenses, certificates, and/or approvals in relation to the development of the Project;

Section 2. Representations and Warranties of the DEVELOPER/CONTRACTOR. The DEVELOPER/CONTRACTOR hereby represents and warrants that:

- A. It is a duly organized corporation, validly existing, and in good standing under the laws of the Republic of the Philippines;
- B. It has full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transaction contemplated herein;
- C. It warrants for five (5) years from the completion of the **PROJECT** any defects in the land development and housing construction;
- D. The development plans for the **PROJECT** have been approved by applicable regulatory agencies and other concerned parties;
- E. The **DEVELOPER/CONTRACTOR** shall ensure that their proposed housing structure and design, along with the price ceiling, conform to the standard parameters set by **DHSUD** and shall secure necessary permits, clearances, registration, and licenses to sell from corresponding local offices and government agencies;
- F. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;
- G. It shall hold the **LGU BACoor**, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits which may be brought or instituted by any party whatsoever by reason of the fault, failure, negligence, delay, or any conduct of the **DEVELOPER/CONTRACTOR**, its respective officers, employees, and agents in the performance of their corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party;

- H. The obligations expressed to be assumed by it under this Agreement are legal, valid, and binding obligations, enforceable against them in accordance with the terms and conditions hereof, and that all acts, conditions, and things required by their Articles of Incorporation to be done, fulfilled, or performed in order to enable it to enter into, execute, deliver, exercise its rights, and perform its obligations hereunder are within its power to perform as provided under its Articles of Incorporation; and
- I. It shall cause and ensure the completion of the housing project, which includes land development and housing construction, in accordance with existing government-prescribed laws and standards, along with the minimum standards for the design and proposed price ceiling parameters set by **DHSUD**, for projects to be accredited under the 4H Program.

ARTICLE VII
DEFAULT AND TERMINATION

Section 1. Default. **LGU BACOOR** shall have the right to declare the Contractor in default upon the happening of any of the following circumstances:

- A. Upon a breach by the **DEVELOPER/CONTRACTOR** of a material term or condition of this Agreement, including an unsatisfactory performance of the services;
- B. Upon insolvency or the commencement of any proceeding by or against the **DEVELOPER/CONTRACTOR**, either voluntarily or involuntarily;
- C. If the **DEVELOPER/CONTRACTOR** refuses or fails to proceed with the services under the Agreement with no justifiable case;
- D. If the **DEVELOPER/CONTRACTOR** or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any law of any of the following: (a) a criminal offense incident to obtaining or attempting to obtain or performing a public or private contract; (b) fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property; or (c) an offense indicating a lack of business integrity

that seriously and directly affects responsibility as a
DEVELOPER/CONTRACTOR.

Section 2. Declaration of Default.

- A. The right to declare the **DEVELOPER/CONTRACTOR** in default shall be exercised by sending the **DEVELOPER/CONTRACTOR** a written notice of the conditions or causes of default (“Notice of Cure”) immediately upon discovery of the reason for default.
- B. The **DEVELOPER/CONTRACTOR** shall have ten (10) days from receipt of the Notice to Cure or any longer period set forth in the Notice to Cure.
- C. If any material breach of this Agreement remains uncured for more than thirty (30) days after written notice thereof, **LGU BACOOR** shall have the right to pursue any remedy it may have at law or equity, including but not limited to reducing its claim to judgment, including seeking an award of attorney’s fees and costs, taking action to cure the cause of default, and termination of this Agreement.

Section 3. Termination

- A. Causes for Termination:
 - 1. Failure of the **DEVELOPER/CONTRACTOR** to cure any cause of default stated in the Notice to Cure within the specified period.
 - 2. Failure of the **DEVELOPER/CONTRACTOR** to comply with any of its obligations stated in Article VIII of this Agreement.
 - 3. Upon lawful order of the court.
 - 4. Upon agreement by both Parties.
 - 5. Any other analogous cause
- B. Procedures for Termination.
 - 1. **LGU BACOOR** shall give the **DEVELOPER/ CONTRACTOR** a written notice of termination of this Agreement.
 - 2. Such notice shall specify the applicable provision(s) under which the Agreement is terminated and the effective date of the termination.
 - 3. Except as otherwise provided in this Agreement, the notice shall

comply with the provisions of this Section.

4. Upon termination or expiration of this Agreement, the Contractor shall:
 - a. Refund within forty-five (45) days any unexpended funds which have been advanced to the **DEVELOPER/CONTRACTOR** pursuant to this Agreement;
 - b. Turn over to **LGU BACOOR** the LAND and any improvements already made therein
 - c. Submit within ninety (90) days a final statement and report relating to the Agreement. The report shall be made by a certified public accountant or a licensed public accountant;
 - d. Provide reasonable assistance to the Department in the transition, if any, to a new contractor.

ARTICLE VIII

COMMENCEMENT AND COMPLETION OF WORKS

Section 1. Commencement of Work.

- A. The **DEVELOPER/CONTRACTOR** shall submit within fifteen (15) days from signing this Agreement a complete proposed timeline of the PROJECT from the groundbreaking ceremony up to turnover. **LGU BACOOR** has seven days from receipt thereof to communicate any proposed amendments or approval.
- B. Once the timeline is approved, the **DEVELOPER/CONTRACTOR** shall proceed with the construction of the PROJECT in accordance with the approved timeline.
- C. Any anticipated or actual delay in the construction must be immediately communicated in writing by the **DEVELOPER/CONTRACTOR** to **LGU BACOOR**.
- D. The approved timeline may be amended through a written agreement by both Parties. Any amendment in the timeline shall not add an additional two (2) years to the total construction period mentioned in the first approved timeline.
- E. Throughout the period of construction, the **DEVELOPER/CONTRACTOR** shall appraise **LGU BACOOR** on the progress and updates on the constructions, specifically its effect on the approved timeline, and shall allow **LGU BACOOR** to inspect the

PROJECT at any reasonable time.

Section 2. Completion of Work

- A. Within a reasonable period prior to the estimated completion of work, the **DEVELOPER/CONTRACTOR** shall inform **LGU BACOOR** whether the PROJECT will be delivered on time.
- B. Prior to the actual turn-over and the turn-over ceremony, the **DEVELOPER/CONTRACTOR** shall allow **LGU BACOOR** and/or its authorized representatives to inspect the PROJECT and determine whether it is actually fit for turn-over.
- C. In case **LGU BACOOR** assessed that necessary changes or improvements be made in the PROJECT in accordance with the approved Project Plan, the **DEVELOPER/ CONTRACTOR** shall be given a reasonable period within which to comply with the same.
- D. In case **LGU BACOOR** deems that certain portions of the PROJECT do not conform with the approved Project Plan or any subsequent agreement, the **DEVELOPER/ CONTRACTOR** shall be given a reasonable period within which to make the necessary changes in the construction or PROJECT.

ARTICLE IX
PERFORMANCE BOND AND DELIVERABLES

Section 1. Deliverables. The **DEVELOPER/CONTRACTOR** guarantees to give upon turnover Five Thousand Pesos (Php 5,000.00) per square meter or its equivalent to the number of units.

Section 2. Performance Bond. The **DEVELOPER/CONTRACTOR** shall pay **LGU BACOOR** a performance bond amounting to one percent (1%) of the Total Contract Price within thirty (30) days after the signing of the Agreement. This shall guarantee the completion of the PROJECT. All related laws and regulations on performance/construction bond shall be applicable.

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 1. Complete Agreement.

- A. This Agreement contains the full and complete agreement among the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This **MOA** may only be amended upon the written mutual agreement of the Parties.

- B. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the **LGU BACCOOR**. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

Section 2. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 3. Good Faith. In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to ensure the fulfillment of their common objective of providing adequate, livable, affordable, and inclusive housing and communities to the Filipinos.

Section 4. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors-in-interest and assigns.

Section 5. Amendments. 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 contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

Section 6. Relationship of Parties. The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained, and 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.

Section 7. Non-Waiver of Rights. The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

Section 8. Force Majeure.

- A. No Party shall be liable for any failure or delay in the performance of its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same.
- B. For purposes of this Agreement, a “Force Majeure Event” shall include, but not be limited to: (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government’s, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located.
- C. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party’s ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force

Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.

Section 9. Dispute Resolution. Any conflict or dispute that may arise out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the authorized representatives of the Parties. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute and proposing a schedule for the amicable settlement thereof.

Section 10. Separability. If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

Section 11. 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.

Section 12. Notice. 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 or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the parties hereunto affixed their hands in signature together with their instrumental witnesses this _____ 2023, in the City of Bacoor, Province of Cavite.

**CITY GOVERNMENT
OF BACCOOR**

By:

CB GARAY PHILWIDE BUILDERS

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2023

JULITA MARALLAG DANGA
President

SIGNED IN THE PRESENCE OF:

**ATTY. AIMEE
TORREFRANCA-NERI**
City Administrator
Office of the City Administrator

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, Cavite) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite, this ____ day of _____ 202__, personally appeared the following persons:

	Competent Proof of Identity	Date/Place of Issue/expiration
Hon STRIKE B. REVILLA		
JULITA MARALLAG DANGA		

Known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as

their free and voluntary act and deed as well as those of the entities that they represent. The foregoing Agreement consisting of _____ (____) pages including this page where the acknowledgment appears has been signed by the parties and their instrumental witnesses on each page hereof.

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

Doc. No. _____

Page No. _____

Book No. _____

Series of 202____