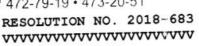


Republic of the Philippines

Tangapan ng Sangguniang Panlungsod

2/F City Hall Bldg., J. Miranda Ave., Con. Peq., Naga City ☎ 472-79-19 • 473-20-51





RESOLUTION CONFIRMING THE AUTHORITY OF HIS HONOR, THE CITY MAYOR, AND RATIFYING THE JOINT VENTURE AGREEMENT ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA AND COMMUNITIES NAGA, INC. AS COMPLIANCE OF THE LATTER WITH THE SOCIALIZED HOUSING REQUIREMENT UNDER SECTION 18 OF R.A. 7279 AS DEVELOPER OF MAIN PROJECT LESSANDRA NAGA PHASE 3 AND MAIN PROJECT CAMELLA NAGA PHASE 3, ALL LOCATED AT BARANGAY DEL ROSARIO, NAGA CITY: -

Sponsor: Hon. Mila S.D. Raquid-Arroyo

WHEREAS, received by the Sangguniang Panlungsod for appropriate action is the letter dated October 12, 2018 of Engr. Rolando S.I. Campillos, Chief, Housing & Settlement Development Office (HSDO), submitting for ratification the Joint Venture Agreement entered into by and between the City Government of Naga and Communities Naga, Inc. as compliance of the latter with the Socialized Housing requirement under Section 18 of R.A. 7279 as developer of Main Project Lessandra Naga Phase 3 and Main Project Camella Naga Phase 3, all located at Barangay Del Rosario, Naga City;

WHEREAS, copy of the said Joint Venture Agreements is hereto attached as integral part of this resolution;

WHEREAS, finding the same to be in order and necessary as compliance of the Communities Naga, Inc. with Section 18 of R.A. 7279;

NOW, THEREFORE, on motion of Hon. Mila S.D. Raquid-Arroyo, seconded by Hon. Julian C. Lavadia Jr. and Hon. Elmer S. Baldemoro;

BE IT RESOLVED, as it is hereby resolved, to confirm the authority of His Honor, the City Mayor, and to ratify the Joint Venture Agreement entered into by and between the City Government of Naga and Communities Naga, Inc. as compliance of the latter with the Socialized Housing requirement under Section 18 of R.A. 7279 as developer of Main Project Lessandra Naga Phase 3 and Main Project Camella Naga Phase 3, all located at Barangay Del Rosario, Naga City.

LET COPIES of this resolution be furnished His Honor, the City Mayor, and the Communities Naga, Inc. for their information, and Engr. Rolando S.I. Campillos, Chief, Housing & Settlement Development Office (HSDO), for his information and guidance.

APPROVED.

Adopted: November 27, 2018

Xxx

XXX

XXX

WE HEREBY CERTIFY to the correctness of the foregoing resolution.

GIL A. DE LA TORRE Secretary to the Sangguniang Panlungsod

NELSON S. LEGACIO & Presiding Officer

2/F City Hall Building, Juan Miranda Avenue, Concepcion Pequeña, Naga City ★ 473-20-51 • 473-20-49
f www.facebook.com/spnagacity

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY PRESENTS:

COMMUNITIES NAGA, INC. a private entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office located at 2nd Floor, Camella Commercial Bldg.. Del Rosario, Naga City, herein representedbyNATANETTE E. PARDITO andRUEL R. FERNANDEZ, herein referred to as the "FIRST PARTY",

-and-

The CITY GOVERNMENT OF NAGA CITY, a government entity duly organized and existing under the laws of the Republic of the Philippines herein represented by Honorable City Mayor, JOHN G. BONGAT, with principal office at J. Miranda Avenue, Concepcion Pequeña, Naga City hereinafter referred to as the "SECOND PARTY".

WITNESSETH:

WHEREAS, the FIRST PARTY is the developer of the Main Project LessandraNaga Phase 3 located at Del Rosario, Naga City require to comply with the provisions of Section 18 of R.A. 7279 and its Implementing Rules and Regulations;

WHEREAS, pursuant to Housing and Land Use Regulatory Board (HLURB) Memorandum Circular No. 04, Series of 2013 (dated January 2, 2013) Section 6.1, compliance to Section 18 of R.A No. 7279 shall mean the development of a socialized housing project or a housing project in an resettlement area;

WHEREAS, the SECOND PARTY has existing inventory of socialized housing units in Jolly Neighbors Resettlement Project and Isarog Heights Subdivision (Socialized Housing Project) Brgy. Sta. Cruz, Naga City, Camarines Sur and Brgy. Carolina, Naga City, Camarines Sur (the "Compliance Project").

WHEREAS, the proceeds hereof shall be maintained in the special bank account of the SECOND PARTY. (Bank Account No. 0012-1112-10, Land Bank, Naga City) for the purpose of this Agreement, funds shall be utilized among others, for the site development works of the SECOND PARTY's Tabuco Tenant Homeowners Association Projectand Carolina Ressetlement ProjectSubdivision Project;

WHEREAS, as requisite for the approval of release of Development Permit (DP) of the LessandraNaga Phase 3 Project to the FIRST PARTY, the SECOND PARTY offers to assign to the FIRST PARTY its existing inventory of socialized housing units as compliance of the FIRST PARTY of the requirement under section 18 of R.A. 7279;

WHEREAS, the FIRST PARTY accepts the offer of the SECOND PARTY, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and consideration of the total amount of FIVE MILLION FIVE HUNDRED FIFTY THOUSAND PESOS (Php 5,550,000.00) representing the socialized housing units participation of the FIRST PARTY as compliance to Section 18 R.A 7279, as shown in the attached Notice of Assessment hereto labelled as Annex "A", and the mutual covenants and stipulations hereinafter set forth, the Parties hereby agree as follows:

- Assignment of Socialized Housing unit. The SECOND PARTY hereby assigns 111 socialized housing units participation as shown in the attached summary of Available 8 cialized Housing Units credited in favour of the FIRST PARTY as compliance to Section 18 of R.A. 7279, hereto attached as Annex "B".
- Upon ratification of the Joint Venture Agreement, and issuance of the Approved Resolution, the SECOND PARTY shall issue the Development Permit of the LessandraNaga Phase 3 and the FIRST PARTY shall remit to the SECOND PARTY its amount contribution to this Agreement.
- 3. Within 30 days from the execution of this Agreement, the SECOND PARTY shall deliver a copy of the approved site development plan of the Project indicating the location of the socialized housing units covered by this Agreement.
- Warranties and Representations. The SECOND PARTY hereby represents and warrants to the FIRST PARTY as follows;
 - a. That the SECOND PARTY has valid authority to enter into this Agreement and that the execution, delivery and performance of the Agreement will not violate any provision of or result in a breach of any law, court order, regulation, implementing rule or governmental directive applicable to the SECOND PARTY, nor will this violate its charter and or the Local Government Code of the Philippines which the SECOND PARTY or its properties bound. The SECOND PARTY hereby undertakes to submit to the FIRST PARTY within fifteen (15) days from the execution of this Agreement, a duly enacted Sangguniang Resolution confirming and/or ratifying the authority of the SECOND PARTY as duly represented by its City Mayor, to enter into and execute this Agreement.
 - b. That Jolly Neighbors Resettlement Project and Isarog Heights Subdivision, subject of its Agreement, is subsisting and that its permits, licenses and registrations are subsisting and have not been suspended or revoked and that no Cease and Desist Order restraining the sale hereof has been issued for any reason whatsoever, and that the units have not been assigned as housing unit participation to any proponent or developer.
 - e. The Units or housing credits are free and clear of all liens, encumbrances or claims whatsoever, and have not been disposed of or sold to a third party, and shall continue to be, not subject to any claim, set off or defense which will prevent purchasers of the Units from acquiring full and absolute ownership of the units or housing credits.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date and at the place first above mentioned.

COMMUNITIES NAGA,	INC
(FIRST PARTY)	

CITY GOVERNMENT OF NAGA (SECOND PARTY)

By:

NATANETTE E. PARDIJTO

By:

Hon. JOHN G. BONGAT

RUEL R. FERNANDEZ

SIGNED IN THE PRESENCE

ACKNOWLEDGEMENT

Repub.	ic of	he P	hilipp	ines)	
Chy of	Naga)	S.S.

Before me, a notary Public for and in the City of Naga, this day of , personally appeared HON. JOHN G. BONGAT who has successfully proven to me his identity through his valid I.D. no. Lou kee Chy Mit (), that he is known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his free and voluntary act and deed and of the entity he represents with authority to act as its representative and to sign hereto.

This instrument, consisting of (3) pages, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, the day, year and place above written.

Doc. No. 448 Page No. 91 Book No.

Series of 2018.



ACKNOWLEDGEMENT

Republic of the Philippines) City of Naga S.S.

Before me, a notary Public for and in the City of Naga, this personally appeared NATANETTE E. PARDITO and RUEL R. FERNANDEZ who has successfully proven to me their identity through their valid I.D. no. TIN 201-629-890-000 ΓΙΝ 258-215-796-000, that they are known to me to be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the entity they represents with authority to act as its representative and to sign hereto.

This instrument, consisting of (3) pages, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, the day, year and place above written.

24 Doc. No. Page No.

Book No.

Series of 2018.

ROMEOS. TAYU NOTARY PUBLIC NAGA CITY CAM. SUR

ROLL NO.276815-04-77:MCI E-V-000520211-2-DEC. 31/2:19

COMM. NO. 17-13. HTTLDEC.31/23 IBP NO. DISCOT: 03/18/NO. PTR NO. 79672-07, 0./03/18/No.

COMPUTATION ON THE SOCIALIZED HOUSING COMPLIANCE OF LESSANDRA NAGA PHASE 3 AS PER SEC. 18 OF R.A. 7279

LESSANDRA NAGA PHASE 3

Development Cost

291,912,664.30 Php

Land Cost (Total Project Area 57,976 sqm)

Zonal Value @ Php 700.00

40,583,200.00 Php

TOTAL COST

Php

332,495,864.30

Required Compliance to R.A. 7279

Cost per Unit

49,874,379.65 Php 450,000.00

TOTAL

110.83 units

Say

111 units

APPLYING THE PREVAILING RATE PER UNIT IF PARTICIPATION AT Php 50,000/UNIT

Php

Php

50,000.00 X 111

TOTAL

5,550,000.00

Prepared by:

JOB B. OLIVA

Recommending Approval:

App oved by:

WILFREDOVB. PRILLES JR. City Planning & Devt. Coordinator JOHN G. BONGAT City Mayor



Republic of the Philippines Tangapan ng Sangguniang Panlungsod 2/F City Hall Bldg., J. Miranda Ave., Con. Peq., Naga City ₹ 472-79-19 · 473-20-51



ORDINANCE NO. 2018-051

AN ORDINANCE AMENDING ORDINANCE NO. 2000-071, BY APPROVING THE APPLICATION OF MS. CRISTINA M. MIRASOL OF COMMUNITIES NAGA, INC. FOR RECLASSIFICATION OF A PARCEL OF LAND WITH A TOTAL AREA OF FORTY THOUSAND SIX HUNDRED THIRTY ONE (40,631) SQUARE METERS LOCATED AT BARANGAY DEL ROSARIO, NAGA CITY, FROM AGRICULTURAL TO RESIDENTIAL USE:-

Sponsor: Hon. Mila S.D. Raquid-Arroyo Muly

Be it ordained by the Sangguniang Panlungsod of the City

SECTION 1. - Ordinance No. 2000-071 is hereby amended by of Naga, that: approving the application of Ms. Cristina M. Mirasol of Communities Naga, Inc. for reclassification of a parcel of Land with a total area of Forty Thousand Six Hundred Thirty One (40,631) square meters located at Barangay Del Rosario, Naga City, from Agricultural to Residential Use;

SECTION 2. - This ordinance shall take effect upon its approval.

ENACTED: August 7, 2018

XxX

XXX

XXX

WE HEREBY CERTIFY to the correctness of the foregoing crainance.

GIL A. DE LA TORRE

Secretary to the Sangguniang Panlungsod

NELSON S. LEGACION City/Mace Mayor & Presiding Officer

APPROVED:

BONGAT

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY PRESENTS:

This	agreement	made	and	executed	in	Naga	City,	this	day	of
	2018 t	by and l	betwo	een:						

COMMUNITIES NAGA, INC. a private entity duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office located at 2nd Floor, Camella Commercial Bldg., Del Rosario, Naga City, herein representedbyNATANETTE E. PARDITO andRUEL R. FERNANDEZ, herein referred to as the "FIRST PARTY".

-and-

The CITY GOVERNMENT OF NAGA CITY, a government entity duly organized and existing under the laws of the Republic of the Philippines herein represented by Honorable City Mayor, JOHN G. BONGAT, with principal office at J. Miranda Avenue, Concepcion Pequeña, Naga City hereinafter referred to as the "SECOND PARTY".

WITNESSETH:

WHEREAS, the FIRST PARTY is the developer of the Main Project Camella Naga Phase 3 located at Del Rosario. Naga City require to comply with the provisions of Section 18 of R.A. 7279 and its Implementing Rules and Regulations;

WHEREAS, pursuant to Housing and Land Use Regulatory Board (HLURB) Memorandum Circular No. 04, Series of 2013 (dated January 2, 2013) Section 6.1, compliance to Section 18 of R A No. 7279 shall mean the development of a socialized housing project or a housing project in an resettlement area;

WHEREAS, the SECOND PARTY has existing inventory of socialized housing units in Isarog Heights Subdivision(Socialized Housing Project) Brgy. Carolina, Cmarines Sur (the "Compliance Project").

WHEREAS, the proceeds hereof shall be maintained in the special bank account of the SECOND PARTY. (Bank Account No. 0012-1112-10, Land Bank, Naga City) for the purpose of this Agreement, funds shall be utilized among others, for the site development works of the SECOND PARTY's Tabuco Tenant Homeowners AssociationProject Subdivision Project;

WHEREAS, as requisite for the approval of release of Development Permit (DP) of the Camella Naga Phase 3 Project to the FIRST PARTY, the SECOND PARTY offers to assign to the FIRST PARTY its existing inventory of socialized housing units as compliance of the FIRST PARTY of the requirement under section 18 of R.A. 7279;

WHEREAS, the FIRST PARTY accepts the offer of the SECOND PARTY, under the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and consideration of the total amount of ONE MILLION EIGHT HUNDRED THOUSAND PESOS (Php 1,800,000.00) representing the socialized housing units participation of the FIRST PARTY as compliance to Section 18 R.A 7279, as shown in the attached Notice of Assessment hereto labelled as Annex "A", and the mutual covenants and stipulations hereinafter set forth, the Parties hereby agree as follows:

Assignment of Socialized Housing unit. The SECOND PARTY hereby assigns 36 socialized housing units participation as shown in the attached summary of Available

Socialized Housing Units credited in favour of the FIRST PARTY as compliance to Section 18 of R.A. 7279, hereto attached as Annex "B",

- 2 Upon ratification of the Joint Venture Agreement, and issuance of the Approved Resolution, the SECOND PARTY shall issue the Development Permit of the Camella Naga Phase 3 and the FIRST PARTY shall remit to the SECOND PARTY its amount contribution to this Agreement.
- 3. Within 30 days from the execution of this Agreement, the SECOND PARTY shall deliver a copy of the approved site development plan of the Project indicating the location of the socialized housing units covered by this Agreement.
- 4. Warranties and Representations. The SECOND PARTY hereby represents and warrants to the FIRST PARTY as follows:
 - a. That the SECOND PARTY has valid authority to enter into this Agreement and that the execution, delivery and performance of the Agreement will not violate any provision of or result in a breach of any law, court order, regulation, implementing rule or governmental directive applicable to the SECOND PARTY, nor will this violate its charter and or the Local Government Code of the Philippines which the SECOND PARTY or its properties bound. The SECOND PARTY hereby undertakes to submit to the FIRST PARTY within fifteen (15) days from the execution of this Agreement, a duly enacted Sangguniang Resolution confirming and/or ratifying the authority of the SECOND PARTY as duly represented by its City Mayor, to enter into and execute this Agreement.
 - b. That Isarog Heights Subdivision, subject of its Agreement, is subsisting and that its permits, licenses and registrations are subsisting and have not been suspended or revoked and that no Cease and Desist Order restraining the sale hereof has been issued for any reason whatsoever, and that the units have not been assigned as housing unit participation to any proponent or developer.
 - c. The Units or housing credits are free and clear of all liens, encumbrances or claims whatsoever, and have not been disposed of or sold to a third party, and shall continue to be, not subject to any claim, set off or defense which will prevent purchasers of the Units from acquiring full and absolute ownership of the units or housing credits.

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date and at the place first above mentioned.

COMMUNITIES NAGA, INC. (FIRST PARTY)	CITY GOVERNMENT OF NAGA (SECOND PARTY)
By:	By:
NATANETTE E. PARDITO	Hon. JOHN G. BONGAT
RUEL R. FERNANDEZ	

SIGNED IN THE PRESENCE

Fig. 1 of the Philippines)

Before me, a notary Public for and in the City of Naga, this day of , personally appeared HON. JOHN G. BONGAT who has successfully proven to me his identity through his valid LD. no. 25 6 2 6, 14 27, that he is known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the same is his free and voluntary act and deed and of the entity he represents with authority to act as its representative and to sign hereto.

This instrument, consisting of (3) pages, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, the day, year and place above written.

Doc. No. 14 7 Page No. ___1 Book No. - N

Series of 2018.

ACKNOWLEDGEMENT

Republic of the Philippines) City of Naga S.S.

Before me, a notary Public for and in the City of Naga, this SEP 0 3 2016 ay of , personally appeared NATANETTE E. PARDITOand RUEL R. FERNANDEZ who has successfully proven to me their identity through their valid I.D. no. TIN 201-629-890-0001IN 258-215-796-000, that they are known to me to be the same person who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and of the entity they represents with authority to act as its representative and to sign hereto.

This instrument, consisting of (3) pages, including the page on which this acknowledgement is written, has been signed on each and every page thereof by the parties and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, the day, year and place above written.

Doc. No.

Page No.

Book No.

Series of 2018.

ROMEOS TAYU

NOTARY PUBLIC NASA CITY CAM. SUR NOLL NO. 27 & 815-04-77. M. LEV-0005 20211-2444 1. JEC. 31/2018 1./3 3/18/N.C. COMM. NO. 17-13-U IEP NO. 015 1 %

PTR NO. 79677 49. 101/03/18/N.C.