



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 NO. 2019-078**  
**VVVVVVVVVVVVVVVVVVVVVVV**

**RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA AND THE PAG-IBIG FUND ON THE TAKE-OUT MECHANISM FOR THE NAGA CITY EMPLOYEES HOUSING PROJECT PHASE II LOCATED IN BGY. DEL ROSARIO, NAGA CITY, SUBJECT TO CERTAIN CONDITIONS:-**

Author: Honorable City Councilor Mila SD Raquid-Arroyo 

**WHEREAS**, the Sangguniang Panlungsod of Naga received a letter request from Engr. Rolando Campillos, Department Head, HSDO, requesting ratification of the Memorandum of Agreement between the City Government of Naga and the Pag-IBIG FUND on the Take Out Mechanism for the Naga City Employees Housing Project Phase II located in Bgy. Del Rosario, this City;

**WHEREAS**, Pag-IBIG FUND, being one of the National Government's arms in addressing the shelter needs of Filipino families, fully recognizes the vital role of local governments in the achievement of the objectives of the government's National Shelter Program;


**WHEREAS**, the Naga City Government fully supports the efforts of Pag-IBIG FUND in intensifying housing production through the extension of housing loans to Pag-IBIG members under the **Pag-IBIG FUND** End User Home Financing Program;

**WHEREAS**, the Naga City Government has applied for and has been granted a Budget Allocation for the Takeout of Developer's Assisted Housing Loan Accounts under the terms and conditions provided in the Memorandum of Agreement subject hereof;

**WHEREAS**, in the subject Memorandum of Agreement, some of the undertakings of the Naga City Government are to be performed by the LYRR Realty Development Corporation and that therefore this fact, among others, must reflected as conditions in the ratification thereof;

**NOW, THEREFORE**, on motion of the Honorable City Councilor Mila Raquid Arroyo, seconded by Hon. Cecilia Veluz-De Asis, Hon. Elmer S. Baldemoro and Hon. Julian C. Lavadia Jr.;

**BE IT RESOLVED**, AS IT IS HEREBY RESOLVED, TO RATIFY THE MEMORANDUM OF AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA AND THE PAG-IBIG FUND ON THE TAKE-OUT MECHANISM FOR THE NAGA CITY EMPLOYEES HOUSING PROJECT PHASE II LOCATED IN BGY. DEL ROSARIO, NAGA CITY, SUBJECT TO THE FOLLOWING CONDITIONS:

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1. The Pag-IBIG FUND implementing guidelines pertained to under Section 1.1 of the subject MOA refers only to HDMF Circular No. 396;

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2. All activities pertaining to the preparation of the loan documents which are required to be submitted to Pag-IBIG FUND in order to effect the take out of the loan by the beneficiaries of the subject housing project shall be undertaken by the LYRR Realty Development Corporation as assisted by the Naga City Government;
3. All fees pertaining to the processing and approval of the loan of the beneficiaries from the point of loan application up to the point of annotation of the Real Estate Mortgage (REM) on the individual titles issued in the name of the said beneficiaries shall be for the latter's account as part of project cost;
4. The Commitments as contained under Section 3 of the subject Memorandum of Agreement pertaining to land development, facilities, amenities, and housing construction are to be performed by, and are warranted by the LYRR Realty Development Corporation;
5. The warranties for which the Naga City Government may be held liable thereon as referred to under Section 5 of the subject MOA pertains only to the authenticity, genuineness, and validity of the following documents:
  1. Individual beneficiary Transfer Certificate of Title;
  2. Contract to Sell executed by the City in favor of the beneficiary;
  3. Deed of Assignment of Contract to Sell executed by the City in favor of Pag-IBIG FUND;
  4. Deed of Assignment of Loan Proceeds executed by the beneficiary in favor of the LYRR Realty Development Corporation;
  5. Certificate of Acceptance of the project executed by the beneficiary;
  6. Loan and Mortgage Agreement between the Beneficiary and the Pag-IBIG FUND;
  7. Deed of Absolute Sale executed between the City and the Beneficiary;
  8. Promissory Note Executed by the Beneficiary in favor of Pag-IBIG FUND;
  9. Disclosure Statement executed by the Beneficiary;
  10. Housing Loan Application executed by the Beneficiary;
  11. Special Power of Attorney executed by the beneficiary in favor of any Attorney-in-fact, if necessary;
  12. Authority to conduct Credit Investigation and Background Investigation on the beneficiaries;
  13. Collection Servicing Agreement and Authority to Deduct executed by the beneficiary in favor of the City;
  14. Occupancy Permit;
  15. Tax Declaration on Individual TCT of the Beneficiaries, and
  16. Developer's Sworn Statement on the Genuineness of the submitted documents

6. As a condition for the execution of the Deed of Assignment of Loan Proceeds, the LYRR shall advance to the City Government, on behalf of the beneficiary, the payment for the value of the lot component of the House & Lot package;
7. The Naga City Government shall not be liable for the Commitment Fee contained under Section 4.2 of the subject MOA unless the failure to utilize at least 80% of the budget allocation for the quarter is due to delay caused by the City. In the event that delay is caused by the City, the head of the office responsible for such delay shall reimburse the City for the fee paid therefor.
8. The rights/obligations referred to under Section 8 of the subject MOA excludes the rights and obligations which, as has already been provided under the Tripartite MOA between the City Government, the Pag-IBIG FUND and the LYRR, as ratified on June 1, 2015, June 3, 2015, and September 7, 2015, are to be undertaken and performed by the LYRR Realty Development Corporation.
9. If any legal recourse is brought based on the subject MOA, the action shall be brought against the real party at fault, fully mindful that this Agreement defines rights and obligations not just between the parties herein;
10. The subject MOA shall be considered as ratified and binding upon the City Government of Naga only after the LYRR Realty Development Corporation shall have issued a Board Resolution accepting the conditions set out herein.

**LET COPIES** of this Resolution be furnished the City Mayor, Honorable John G. Bongat, and the Pag-IBIG FUND for their respective information, and the LYRR Realty Development Corporation for its information and appropriate action.


APPROVED  
Adopted: FEBRUARY 19, 2019.


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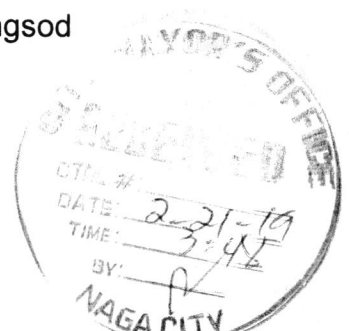
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**WE HEREBY CERTIFY** to the correctness of the foregoing resolution.

  
**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod

  
**NELSON S. LEGACION**  
City Vice Mayor &  
Presiding Officer



RECEIVED  
FEB 19 2019

RESOLUTION NO. 2019- \_\_\_\_\_

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