

RESOLUTION NO. 2019-298
VVVVVVVVVVVVVVVVVVVVVVVVVVVV

RESOLUTION CONFIRMING THE AUTHORITY OF THEN CITY MAYOR JOHN G. BONGAT, AND RATIFYING THE "KARAGDAGANG PROBISYON SA KONTRATA" ENTERED INTO BY AND BETWEEN THE CITY GOVERNMENT OF NAGA AND NATIONAL HOUSING AUTHORITY (NHA) RELATIVE TO THE STO. NIÑO HOMEOWNERS ASSOCIATION PROJECT IN BARANGAY SABANG, AND THE USWAG BALATAS PROJECT IN BARANGAY BALATAS, NAGA CITY:-

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

WHEREAS, received by the Sangguniang Panlungsod for appropriate action is the 1st Endorsement dated May 29, 2019 from then City Mayor John G. Bongat, endorsing for ratification the "Karagdagang Probisyon sa Kontrata" entered into by and between the City Government of Naga and National Housing Authority (NHA) relative to the Sto. Niño Homeowners Association Project in Barangay Sabang, and Uswag Balatas in Barangay Balatas, Naga City;

WHEREAS, the subject matter of this supplemental agreement is on loan re-structuring wherein then City Mayor John G. Bongat was authorized by the Sangguniang Panlungsod through Resolution No. 2019-194 to enter into such agreement for Uswag Balatas Subdivision and Sitio Sto. Niño Subdivision in Barangays Balatas and Sabang, respectively;

WHEREAS, copy of the said Agreement is hereto attached as integral part of this resolution;

WHEREAS, finding the same to be in order;

NOW, THEREFORE, on motion of Hon. Mila S. D. Raquid-Arroyo, seconded by Hon. Ghisl G. Rosales and Hon. Joselito S.A. del Rosario;

BE IT RESOLVED, as it is hereby resolved, to confirm the authority of then City Mayor John G. Bongat, and ratifying the "Karagdagang Probisyon sa Kontrata" entered into by and between the City Government of Naga and National Housing Authority (NHA) relative to the Sto. Niño Homeowners Association Project in Barangay Sabang, Naga City.

LET COPIES of this resolution be furnished His Honor, the City Mayor, the National Housing Authority (NHA) through Ms. Cristina A. Cabangon, District Manager, District II, Region V, the Sto. Niño Homeowners Association, the Uswag Balatas Homeowners Association, and the Housing & Settlements Development Office (HSDO), for their information.

APPROVED

Adopted: August 13, 2019

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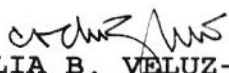
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Series 2 0 1 9

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WE HEREBY CERTIFY to the correctness of the foregoing resolution.



GIL A. DE LA TORRE
Secretary to the
Sangguniang Panlungsod



CECILIA B. VELUZ-DE ASIS
City Vice Mayor
& Presiding Officer

KARAGDAGANG PROBISYON SA KONTRATA

STO. NIÑO HOA PROJECT

Tinakdaan noong ika-15 ng Hulyo 2014

ALAMIN NG LAHAT SA PAMAMAGITAN NG INSTRUMENTONG ITO:

Ang mga Karagdagang Probisyon na ito para sa Kontratang itinakda noong ika-15 ng Hulyo, 2014 na isinagawa ng:

Ang PAMBANSANG PANGASIWAAN SA PAGPAPABAHAY (NATIONAL HOUSING AUTHORITY), isang korporasyon ng pamahalaan, ganap na binuo at nilikha sa pamamagitan ng Batas Pampanguluhan Bilang 757 na may punong tanggapan sa gusali ng NHA, Daang Elliptical, Diliman, Lungsod ng Quezon, kinatawan sa kasunduang ito ang tagapamahala ng distrito, CRISTINA A. CABANGON na dito ay kilala bilang "Nagpapautang/UnangPanig"

-at-

HON. JOHN G. BONGAT tagapamahala ng Lungsod ng Naga, may sapat na gulang, kasal, Pilipino, may tirahan at pahatirang sulat sa City Hall Compound, Juan Miranda Avenue, Concepcion Pequeña, Naga City, Camarines Sur, at dito ay kilala bilang "May Pagkakautang/Ikalawang Panig"

NAGPAPATUNAY

Na, ang NHA/Unang Panig, ay nag gawad sa Ikalawang Panig ng Kasunduan (Talaan ng Kasunduan/Memorandum of Agreement), ang kopya ng nasabing kasulatan ay nakalakip bilang "Annex A".

Na, alinsunod sa Kapasyahan ng Lupon ng NHA Bilang 6387 na nilagdaan noong ika 7 ng Hunyo, 2018 at Talaan ng Pang-unawa Bilang na may petsa July 25, 2018, ang Ikalawang Panig ay nagsumite ng aplikasyon at ang Unang Panig ay sumang-ayon sa aplikasyon para sa pakikinabang sa programa ng kondonasyon at pagsasaayos ng kwenta para sa pagmamay-ari na nakasaad sa award at kontrata.

Na, sa ilalim ng Talaan ng Pang-unawa (MC) Bilang 023 na kung saan nakapaloob ang mga alintuntunin at patakaran para sa pagpapatupad ng Republic Act No. 9507, isa sa mga kondisyon para makinabang sa kondonasyon at pag-ayos ng kwenta ay ang pagsasama-sama ng mga pangunahing obligasyon sa iba pang kwenta ng Ikalawang Panig, kung sakaling mayroon, at doon sa obligasyon sa kwenta nya sa lote/bahay na nakapaloob sa mga sumusunod na kontrata, Kasunduan ng Bilihan na may Pasubali, Pagpapaupa ng may Pasubali ng Bilihan, Kasunduan ng Bilihan ng Lupana may Sanlaan, Kasunduan ng Pagpapautang.

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the PARTIES bind themselves and agree

Na, ang kontrata at iba pang mahalagang dokumento na kung saan nakapaloob ang iba pang tala ng ikalawang Panig kung mayroon ay nakalakis dito.

Kung kaya't ngayon, bilang pagsasaalang-alang sa mga naunang batayan, ang mag kabilang panig ay sumasang -ayon sa mga sumusunod:

1. Ang lahat ng pangunahing obligasyon sa pagbabayad sa iabng kwenta ng **ikalawang Panig**, kung mayroon man ay isasama sa mga obligasyon ng kanyang bayarin sa lote/housing unit, tulad ng mga sumusunod:

Isinaayos na Balanse	Php. 2,630,286.55
May Interes na Bayarin	
Lote	Php. 2, 496,075.85
Land	
Housing Materials Loan (HML)	
Walang Interes na Bayarin	
Uncondoned Amortization Interes	Php. 31, 735.63
HML	
Others	

Kabuuan ng Pinagsamasamang Inayos na Balanse ng Bayarin: **Php. 2, 527, 811.48**

2. Ang pinagsama-samang inayos nabalanse makaraang ang aplikasyon sa kondonasyon at restructuring terms sa ilalim ng RA 9507 at Talaan ng Pang-Unawa (MC) Bilang 023 ay may kabuuang halaga na **Php. 2, 527, 811.48**, at
3. Ang pinagsama-samang restructured account ay may sumusunod na batayan:

Bahaging May Interes:

Halaga: **Php. 2, 496, 075.85**

Antas ng Interes: **3%**

Buwanang Hulog: **Php. 29,550.64**

Bahagi na Walang Interes:

Halaga: **31,735.63**

Buwanang Hulog: **Php. 334.06**

Kabuuang Buwanang Hulog: **Php. 29, 884.70**

Panahon ng Pagbabayad (Bilang Taon): **7 years and 11 months**

Petsa ng Pagkakabisa: **Abril 1, 2019** Unang Buwanang Hulog: **Php. 29, 884.70**

Mga Sumusunod na buwanang hulog na bayayaran sa loob ng limang (5) araw ng bawat buwan: **Php. 29, 884.70**

Petsa ng Kapanahunan: **Abril 1, 2019- Marso 1, 2027**

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the PARTIES bind themselves and agree

Ang lahat ng katitikan ng **Karagdagang Probisyon sa Kontrata**, na may petsang Hulyo 15, 2014 na hindi naaayon sa sinusundan ay siya naming patuloy na may bisa.

Sa katunayan ng lahat, ang magkabilang panig ay nagsipaglagda ngayong ika- 30 ng Mayo taong 2019 sa Lungsod ng Naga, Pilipinas.

cl

CRISTINA A. CABANGON

District Manager, District II, Region V
Pambansang Pangasiwaan ng Pagpapabahay
(UNANG PANIG)

Sa Kapahintulutan ng Punong Tagapamahala



ALBERT A. PERFECTO

Regional Manager, Region V



HON. JOHN G. BONGAT

Tagapamahala ng Lungsod ng Naga
IKALAWANG PANIG
(Awardee)

SINAKSIHAN NINA



NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the PARTIES bind themselves and agree

PAGPAPATUNAY

REPUBLIKA NG PILIPINAS)

NAGA CITY)S.S.

SA HARAP KO. bilang Notaryo Publiko para sa
NAGA CITY ay dumulog sina:

Pangalan Identification Document/No. Iginawad
Noong: (Government-issued with picture
and signature to comply with
Notarial Law)

CRISTINA A. CABANGON NHA ID No. 59847
HON. JOHN G. BONGAT LGU Naga City ID No. 1604

Nakilalako at nalalamang sila ang nagsasagawa ng naunang kasulatan na, binubuo ng apat na pahina na kasama ang Pagpapatunay, nilagdaan ng magkabilang panig, at ng kanilang mga saksi, pinatutunayan nila sa harap ko na ang kasultang ito ay naisagawa ng Malaya at sariling kusa.

SAKSI ANG AKING LAGDA AT SELYONG PANATAK ngayong Ika- MAY 30 2019
ng buawan ng 20 dito sa NAGA CITY araw

Kas.Blg.
PahinaBlg.
AklatBlg.
TaonBlg.

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100
XI
2019

NOTARYO PUBLIKO
ATTY. ARNOLD GOMEZ
NOTARY 2019

PTR NO. 2019
IBP NO. 062019-000004, 2019

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the PARTIES bind themselves and agree

Alfonso KIM

MEMORANDUM OF AGREEMENT

CONCRETING OF ROADS and CONSTRUCTION of DRAINAGE CANAL for STO. NIÑO HOA PROJECT Bgy. Sabang, Naga City

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and entered into this _____ day of _____ 2014, in Quezon City, Philippines, by and between:

The **NATIONAL HOUSING AUTHORITY**, a government corporation organized and existing by virtue of Presidential Decree No. 757, as amended, with principal office at NHA Bldg., Elliptical Road, Diliman, Quezon City, Metro Manila, represented in this Act by its General Manager, **ATTY. CHITO M. CRUZ**, hereinafter referred to as the "**NHA**";

and

The **LOCAL GOVERNMENT UNIT OF NAGA CITY**, a government entity organized and existing under the laws of the Republic of the Philippines, with principal office at J. Miranda Avenue, Balatas, Naga City, represented in this Act by its City Mayor, **JOHN G. BONGAT**, and hereinafter referred to as the "**CITY**";

Witnesseth That:

WHEREAS, pursuant to Executive Order No. 90, the National Housing Authority is the sole national government agency engaged in direct housing production to meet the housing needs of the low-income and marginal families and to focus its effort toward the housing needs of the lowest 30% of the urban population;

WHEREAS, pursuant to the Local Government Code (RA 7160) and the Urban Development and Housing Act of 1992 (RA 7279), Local Government Units are mandated to take a principal role in the provision of housing services to its constituents;

WHEREAS, the CITY established the Kaantabay sa Kauswagan Program in part to cater to the socialized housing needs of its informal settlers;

WHEREAS, among the projects of the Kaantabay sa Kauswagan Program is the Sto. Niño Housing Project in Bgy. Sabang, Naga City, with on-site beneficiaries. The CITY purchased the lot from the Ruiz family and conducted survey works and provided temporary pathwalks and canals for the area;

WHEREAS, the Sangguniang Panlungsod of Naga City has designated the said property as a permanent socialized housing site, through Sangguniang Panlungsod Resolution No. 2013-283 dated October 22, 2013;


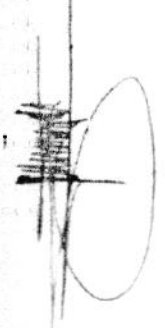
WHEREAS, pursuant to RA 7279, the NHA and the CITY, hereinafter referred to as the "**PARTIES**" have mutually agreed to pool their resources for the Concreting of Roads and Construction of Drainage Canals for Sto. Niño Housing Project, as a joint undertaking;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the PARTIES bind themselves and agree


ARTICLE I THE PROJECT

- 1.1 The Project shall cover the Concreting of Roads (including Base Preparation) and Construction of Drainage Canals of the Sto. Niño Housing Project, which will benefit Sixty One (61) families.
- 1.2 The project site is located in Bgy. Sabang, Naga City, containing an area of approximately 5,273 square meters.
- 1.3 The project shall be implemented pursuant to the plans, specifications, and costs mutually approved by both Parties. The design, plans and specifications of the Project shall be in accordance with the provisions of Batas Pambansa 220 as a Socialized Housing Project.
- 1.4 The development of the Project shall be undertaken through public bidding awarded in accordance with the provisions of RA 9184 and its Implementing Rules and Regulations, as amended.
- 1.5 The project implementation shall commence within fifteen (15) days from the signing of the Agreement and shall be within a period mutually approved by both Parties.

ARTICLE II PROJECT BENEFICIARIES

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- 2.1 The Project is primarily intended to provide assistance to on-site urban poor families qualified under the Slum Upgrading Program of the NHA.
 - 2.2 Security of tenure shall be granted the Sto. Niño HOA Housing Project beneficiaries through a Deed of Sale and as prescribed in Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.
 - 2.3 Disposition of home lots shall be subject to restrictions on disposition of lands for Socialized Housing as prescribed under Section 14, Article IV of RA 7279.
 - 2.4 All policies pertinent to the implementation of Sto. Niño HOA Housing Project to include the disposition of lots, cost recovery, and estate management shall be implemented according to the provisions of RA 7279 and Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.
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ARTICLE III PROJECT FINANCING AND COST RECOVERY

- 3.1 The funds from NHA shall be utilized solely for the Concreting of Roads (to include Base Preparation) and Drainage Canals of the project.
 - 3.2 The Project shall be initially funded by the NHA through fund transfer to the CITY of the total amount of **TWO MILLION SEVEN HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED PESOS (P 2,757,500.00)**.
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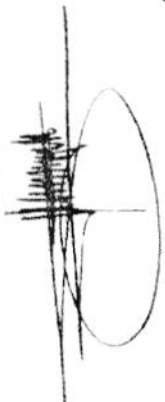


- 3.3 The CITY shall repay the **TWO MILLION SEVEN HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED PESOS (P 2,757,500.00)** loan to NHA for a period of ten (10) years subject to a minimum interest of 6% per annum, through equal monthly amortizations equivalent to **THIRTY THOUSAND SIX HUNDRED THIRTEEN AND 90/100 PESOS (P 30,613.90)**, inclusive of a one (1) year moratorium period after funds are released.
- 3.4 The CITY shall recover the cost of the project from the project beneficiaries under the terms and conditions as prescribed by the Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.

ARTICLE IV ROLES AND RESPONSIBILITIES

- 4.1 The CITY shall:
- 4.1.1 Provide all technical data and documents related to the Project site, to include the following
- 4.1.1.1 Documents relative to the ownership of the lot, including titles and/ or Deeds of Absolute Sale.
- 4.1.1.2 Plans, Bill of Materials and Specifications for the project, duly signed by the preparing office and endorsed by the Mayor.
- 4.1.1.3 Secure permits and clearances, licenses from concerned government agencies, including the following: DAR Conversion Clearance, Environmental Compliance Certificate, MGB Geohazard Identification Report, and Development Permit.
- 4.1.2 Provide additional funding for the project should the amount from NHA not suffice to complete the Project in accordance with agreed specifications.
- 4.1.3 Repay NHA the **TWO MILLION SEVEN HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED PESOS (P 2,757,500.00)** loan for the project, through equal monthly amortizations amounting to **THIRTY THOUSAND SIX HUNDRED THIRTEEN AND 90/100 PESOS (P 30,613.90)**, within a period of ten (10) years at 6% interest per annum, inclusive of a one (1) year moratorium period, date reckoned after date of release of the funds.
- 4.1.4 Promptly pay the required amortization for the project as specified in the preceding clause. Should the CITY fail to pay the required amortizations on a monthly basis or should the CITY incur arrearages in its payments, a 6% delinquency compounded interest shall be imposed by the NHA.
- 4.1.5 Undertake the award of the civil works and enter into a contract to undertake the implementation of the Project in accordance with the provisions of the Implementing Rules and Regulations of RA 9184, as amended, and ensure that the implementation is in accordance with the approved plans and specifications.

- 4.1.7 Submit periodic accounting reports to NHA as may be deemed necessary.
- 4.1.8 Accept, maintain and repair completed infrastructure of the project.
- 4.1.9 Furnish regular reports to NHA as to the progress of the project.
- 4.1.10 Submit certificate of completion of the project to NHA.
- 4.2 The NHA shall:
 - 4.2.1 Allocate and transfer the amount of **TWO MILLION SEVEN HUNDRED FIFTY SEVEN THOUSAND FIVE HUNDRED PESOS (P 2,757,500.00)** for the Project to the CITY.
 - 4.2.2 Review and evaluate documents prepared by the CITY pertinent to the Project to include plans, bill of materials, specifications and compliance of documentary requirements.
 - 4.2.3 Monitor the actual implementation of the Project.
 - 4.2.4 Monitor the repayment of the funds by the CITY to NHA.

ARTICLE V HOUSING PROVISIONS

- 5.1 The Parties represent that they have the requisite power, authority, and capacity to enter into this Agreement and to perform their obligations and undertakings according to the terms and conditions.
 - 5.2 Nothing in this Agreement is to be construed as establishing the relationship of employer and employee among the Parties or any of their respective staff. All Parties shall at all times be personally and directly liable for the acts of all its personnel under its employ and shall hold each party free and harmless from any claims or liabilities arising from the acts or conduct of its employees.
 - 5.3 This Agreement may be amended or modified only by means of a written instrument and executed by and among the concerned parties and signed by their authorized representatives.
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ARTICLE VI EFFECTIVITY


This Memorandum of Agreement shall take effect immediately and shall remain in effect unless otherwise terminated or upon satisfaction of the objectives for which this Agreement has been forged.

IN WITNESS WHEREOF, the Parties hereunto affix their signatures this _____ day of _____ 2014 in
_____ Metro Manila, Philippines.

NATIONAL HOUSING AUTHORITY
By:



ATTY. CHITO M. CRUZ
General Manager

CITY OF NAGA
By:


ATTY. JOHN G. BONGAT
Mayor

Signed in the Presence of:

Printed Name


ROLANDO S. CAMPILLOS
Printed Name

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared ATTY CHITO M. CRUZ, exhibiting NHA ID No. 61336, in his capacity as General Manager of the NHA, who is known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement for the Concreting Works for Sto. Niño HOA, consisting of seven (7) pages including this page where the Acknowledgement is written and acknowledged to me that the same is his own free act and deed and of the entity which he represents.

WITNESS MY HAND AND NOTARIAL SEAL, this JUL 15 2014 day of 2014.

NOTARY PUBLIC
ATTY. RICHARD A. LAGMAY
NOTARY PUBLIC
B.P. No. 925618; 1-3-14, Q.C.
P.T.R. No. 9118272; 1-5-14, Q.C.
UNTIL DECEMBER 31, 2015
QUEZON CITY

Doc. No. 75
Page No. 15
Book No. IX
Series of 2014

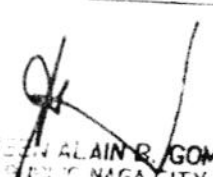
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ACKNOWLEDGMENT

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

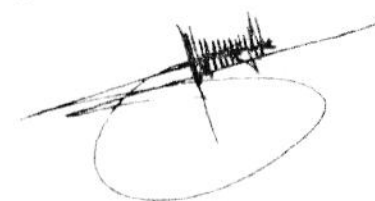
BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared JOHN G. BONGAT, exhibiting ID No. LCU-Naga City ID#11008 in his capacity as Mayor of Naga City, who is known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement for the Concreting Works for Sto. Niño HOA, consisting of seven (7) pages including this page where the Acknowledgement is written and acknowledged to me that the same is his own free act and deed and of the entity which he represents.

WITNESS MY HAND AND NOTARIAL SEAL, this 06 JUN 2014 day of _____, 2014.


ATTY. ARMEEN ALAIN R. GOMEZ
NOTARY PUBLIC NAGA CITY
UNTIL DECEMBER 31, 2015
NOTARY PUBLIC 2013
PTR NO. 571271 01/02/14
ROLL NO. 55664
MCLE COMPLIANCE NO. II - 001935

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8

KARAGDAGANG PROBISYON SA KONTRATA

USWAG BALATAS RESETTLEMENT PROJECT

Tinakdaan noong ika-23 ng Enero 2014

ALAMIN NG LAHAT SA PAMAMAGITAN NG INSTRUMENTONG ITO:

Ang mga Karagdagang Probisyon na ito para sa Kontratang itinakda noong ika-23 ng Enero 2014 na isinagawa ng

Ang PAMBANSANG PANGASIWAAN SA PAGPAPABAHAY (NATIONAL HOUSING AUTHORITY), isang korporasyon ng pamahalaan, ganap na binuo at nilikha sa pamamagitan ng Batas Pampanguluhan Bilang 757 na may punong tanggapan sa gusali ng NHA, Daang Elliptical, Diliman, Lungsod ng Quezon, kinatawan sa kasunduang ito ang tagapamahala ng distrito, CRISTINA A. CABANGON na dito ay kilala bilang "Nagpapautang/UnangPanig"

-at-

HON. JOHN G. BONGAT tagapamahala ng Lungsod ng Naga, may sapat na gulang, kasal, Pilipino, may tirahan at pahatirang sulat sa City Hall Compound, Juan Miranda Avenue, Concepcion Pequeña, Naga City, Camarines Sur, at dito ay kilala bilang "May Pagkakautang/Ikalawang Panig"

NAGPAPATUNAY

Na, ang NHA/Unang Panig, ay nag gawad sa Ikalawang Panig ng Kasunduan (Talaan ng Kasunduan/Memorandum of Agreement), ang kopya ng nasabing kasulatan ay nakalakip bilang "Annex A".

Na, alinsunod sa Kapasyahan ng Lupon ng NHA Bilang 6387 na nilagdaan noong ika 7 ng Hunyo, 2018 at Talaan ng Pang-unawa Bilang na may petsa July 25, 2018, ang Ikalawang Panig ay nagsumite ng aplikasyon at ang Unang Panig ay sumang-ayon sa aplikasyon para sa pakikinabang sa programa ng kondonasyon at pagsasaayos ng kwenta para sa pagmamay-ari na nakasaad sa award at kontrata.

Na, sa ilalim ng Talaan ng Pang-unawa (MC) Bilang 023 na kung saan nakapaloob ang mga alintuntunin at patakaran para sa pagpapatupad ng Republic Act No. 9507, isa sa mga kondisyon para makinabang sa kondonasyon at pag-ayos ng kwenta ay ang pagsasama-sama ng mga pangunahing obligasyon sa iba pang kwenta ng Ikalawang Panig, kung sakaling mayroon, at doon sa obligasyon sa kwenta nya sa lote/bahay na nakapaloob sa mga sumusunod na kontrata, Kasunduan ng Bilihan na may Pasubali, Pagpapaupa ng may Pasubali ng Bilihan, Kasunduan ng Bilihan ng Lupana may Sanlaan, Kasunduan ng Nagpapautang.

71472235 6/19/19 - C.A.H.S.
7CH-712719-113
7CH-612235 8/13/19 - Res.

Na, ang kontrata at iba pang mahalagang dokumento na kung saan nakapaloob ang iba pang tala ng Ikalawang Panig kung mayroon ay nakalakisap dito.

Kung kaya't ngayon, bilang pagsasaalang-alang sa mga naunang batayan, ang mag kabilang panig ay sumasang -ayon sa mga sumusunod:

1. Ang lahat ng pangunahing obligasyon sa pagbabayad sa iabng kwenta ng **Ikalawang Panig**, kung mayroon man ay isasama sa mga obligasyon ng kanyang bayarin sa lote/housing unit, tulad ng mga sumusunod:

Isinaayos na Balanse	<u>Php. 13,179,278.22</u>
May Interes na Bayarin	
Lote	<u>Php. 10, 768, 666.57</u>
Land	
Housing Materials Loan (HML)	
Walang Interes na Bayarin	
Uncondoned Amortization Interes	<u>Php. 477, 500.25</u>
HML	
Others	

Kabuuan ng Pinagsamasamang Inlayos na Balanse ng Bayarin: Php. 11, 246,166.82

2. Ang pinagsama-samang inayos nabalanse makaraang ang aplikasyon sa kondonasyon at restructuring terms sa ilalim ng RA 9507 at Talaan ng Pang-Unawa (MC) Bilang 023 ay may kabuuang halaga na Php. 11,246,166.82, at
3. Ang pinagsama-samang restructured account ay may sumusunod na batayan:

Bahaging May Interes:

Halaga: Php. 10, 768, 666.57

Antas ng Interes: 3%

Buwanang Hulog Php. 155, 756.33

Bahagi na Walang Interes:

Halaga: Php. 477, 500.25

Buwanang Hulog Php. 6,282.90

Kabuuan ng Buwanang Hulog: Php. 162,039.23

Panahon ng Pagbabayad (Bilang Taon): 6 years and 4 months

Petsa ng Pagkakabisa: Abril 1, 2019 Unang Buwanang Hulog: Php. 162,039.23

Mga Sumusunod na buwanang hulog na bayayaran sa loob ng limang (5) araw ng bawat buwan. Php. 162,039.23

Petsa ng Kapanahunan: Abril 1, 2019-August 1, 2025

Ang lahat ng katitikan ng **Karagdagang Probisyon sa Kontrata**, na may petsang Enero 23, 2014 na hindi naaayon sa sinusundan ay siya naming patuloy na may bisa.

Sa katunayan ng lahat, ang magkabilang panig ay nagsipaglagda ngayong ika-30 ng Mayo taong 2019 sa Lungsod ng Naga, Pilipinas.



CRISTINA A. CABANGON

District Manager, District II, Region V
Pambansang Pangasiwaan ng Pagpapabahay
(UNANG PANIG)

Sa Kapahintulutan ng Punong Tagapamahala



ALBERT A. PERFECTO

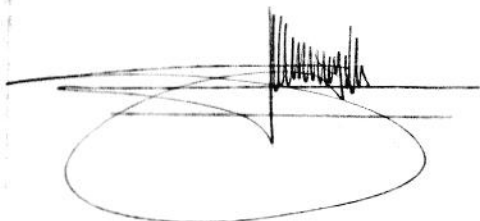
Regional Manager, Region V



HON. JOHN G. BONGAT

Tagapamahala ng Lungsod ng Naga
IKALAWANG PANIG
(Awardee)

SINAKSIHAN NINA



PAGPAPATUNAY

REPUBLIKA NG PILIPINAS)

NAGA CITY) S.S.

SA HARAP KO, bilang Notaryo Publiko para sa
ay dumulog sina:

Pangalan Identification Document/No. Iginawad
Noong:
(Government-issued with picture
and signature to comply with
Notarial Law)

CRISTINA A. CABANGON NHA ID No. 59847
HON. JOHN G. BONGAT LGU Naga City ID No. 1604

Nakilalako at nalalamang sila ang nagsasagawa ng naunang kasulatan na, binubuo ng apat na pahina na kasama ang Pagpapatunay, nilagdaan ng magkabilang panig, at ng kanilang mga saksi, pinatutunayan nila sa harap ko na ang kasultang ito ay naisagawa ng Malaya at sariling kusa.

SAKSI ANG AKING LAGDA AT SELYONG PANATAK ngayong Ika- MAY 30 2019 araw
ng buwan ng 20 dito sa NAGA CITY

Kas.Blg. : 499
PahinaBlg. : 100
AklatBlg. : 72
TaonBlg. : 2019

NOTARYO PUBLIKO

ATTY. ARONEL ALVARO GOMEZ
NOTARY PUBLIC
PTR NO. 6144, 1 JAN. 14, 2019
IBP NO. 062593 JAN. 04, 2019

[Handwritten signature]

MEMORANDUM OF AGREEMENT

CONCRETING WORKS FOR USWAG BALATAS RESETTLEMENT PROJECT Bgy. Balatas, Naga City

KNOW ALL MEN BY THESE PRESENTS:

This Agreement, made and entered into this _____ day of _____ 2013, in Quezon City, Philippines, by and between:

The **NATIONAL HOUSING AUTHORITY**, a government corporation organized and existing by virtue of Presidential Decree No. 757, as amended, with principal office at NHA Bldg., Elliptical Road, Diliman, Quezon City, Metro Manila, represented in this Act by its General Manager, **ATTY. CHITO M. CRUZ**, hereinafter referred to as the "NHA";

and

The **LOCAL GOVERNMENT UNIT OF NAGA CITY**, a government entity organized and existing under the laws of the Republic of the Philippines, with principal office at J. Miranda Avenue, Balatas, Naga City, represented in this Act by its City Mayor, **JOHN G. BONGAT**, and hereinafter referred to as the "CITY";

Witnesseth That:

WHEREAS, pursuant to Executive Order No. 90, the National Housing Authority is the sole national government agency engaged in direct housing production to meet the housing needs of the low-income and marginal families and to focus its effort toward the housing needs of the lowest 30% of the urban population;

WHEREAS, pursuant to the Local Government Code (RA 7160) and the Urban Development and Housing Act of 1992 (RA 7279), Local Government Units are mandated to take a principal role in the provision of housing services to its constituents;

WHEREAS, the CITY established several resettlement projects in Naga to accommodate informal settler families affected by infrastructure projects of the government, those residing in danger areas, those residing in portions of protected areas, victims of calamities, and other informal settler families who are willing to be relocated permanently;

WHEREAS, one of the city's resettlement projects is Uswag Balatas Resettlement Project where the CITY has acquired approximately 6.2 hectares of property by way of sale from different landowners in the area, in order to provide lots for beneficiaries from different barangays of the CITY;

WHEREAS, the Sangguniang Panlungsod of Naga City has designated the said property as a permanent resettlement site, through Sangguniang Panlungsod Resolution No. 2013-219;

WITNESSES

CITY OF NAGA
By

NATIONAL HOUSING
AUTHORITY
By

ATTY. JOHN G. BONGAT
Mayor

ATTY. CHITO M. CRUZ
General Manager

RESANOS CAMAYLOS
Atty. Atty. HSDS

ARTICLE I THE PROJECT

- 1.1 The Project shall cover the Site Preparation Works, Concreting of Roads and Construction of Drainage Canals of the Uswag Balatas Resettlement Project in Naga City, which will generate more or less Five Hundred Eighty Eight (588) residential lots.
- 1.2 The project site is located in Bgy. Balatas, Naga City, containing an area of approximately 6.2 hectares.
- 1.3 The project shall be implemented pursuant to the plans, specifications, and costs mutually approved by both Parties. The design, plans and specifications of the Project shall be in accordance with the provisions of Batas Pambansa 220 as a Socialized Housing Project
- 1.4 The development of the Project shall be undertaken through public bidding awarded in accordance with the provisions of RA 9184 and its Implementing Rules and Regulations, as amended.
- 1.5 The project implementation shall commence within fifteen (15) days from the signing of the Agreement and shall be within a period mutually approved by both Parties.


ARTICLE II PROJECT BENEFICIARIES


- 2.1 The Project is primarily intended to provide resettlement assistance to urban poor families qualified for relocation and resettlement assistance under Republic Act 7279.
- 2.2 Security of tenure shall be granted the Uswag Balatas Resettlement Project beneficiaries through a Deed of Sale and as prescribed in Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.
- 2.3 Disposition of home lots shall be subject to restrictions on disposition of lands for Socialized Housing as prescribed under Section 14, Article IV of RA 7279.
- 2.4 All policies pertinent to the implementation of Uswag Balatas Resettlement Project to include the disposition of lots, cost recovery, and estate management shall be implemented according to the provisions of RA 7279 and Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.

ARTICLE III PROJECT FINANCING AND COST RECOVERY

- 3.1 The funds from NHA shall be utilized solely for the Site Preparation Works, Road Concreting Works and Drainage Canals of the project.
- 3.2 The Project shall be initially funded by the NHA through fund transfer to

WITNESSES


RUELAND S. CAPRILES
Acting Head, HSPDO


ATTY. JOHN G. BONGAT
Mayor

CITY OF NAGA

By:

ATTY. JOHN G. BONGAT
Mayor

NATIONAL HOUSING
AUTHORITY


Y. HITO M. CRUZ
General Manager

3.3 The CITY shall repay the **TEN MILLION NINE HUNDRED SEVENTY THOUSAND FIVE HUNDRED PESOS (P 10,970,500.00)** loan to NHA for a period of ten (10) years subject to a minimum interest of 6% per annum, through equal monthly amortizations equivalent to **ONE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED NINETY FIVE AND 04/100 PESOS (P 121,795.04)**, inclusive of a one (1) year moratorium period after funds are released.

3.4 The CITY shall recover the cost of the project from the project beneficiaries under the terms and conditions as prescribed by the Sangguniang Panlungsod Ordinance No. 98-033 or the Kaantabay sa Kauswagan Program.

ARTICLE IV ROLES AND RESPONSIBILITIES

4.1 The CITY shall:

4.1.1 Provide all technical data and documents related to the Project site, to include the following:

4.1.1.1 Documents relative to the ownership of the lot, including titles and/ or Deeds of Absolute Sale.

4.1.1.2 Plans, Bill of Materials and Specifications for the project, duly signed by the preparing office and endorsed by the Mayor.

4.1.1.3 Secure permits and clearances, licenses from concerned government agencies, including the following: DAR Conversion Clearance, Environmental Compliance Certificate, MGB Geohazard Identification Report, and Development Permit.

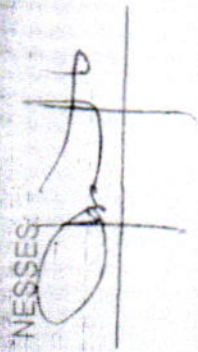
4.1.2 Provide additional funding for the project should the amount from NHA not suffice to complete the Project in accordance with agreed specifications.

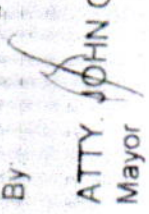
4.1.3 Repay NHA the **TEN MILLION NINE HUNDRED SEVENTY THOUSAND FIVE HUNDRED PESOS (P 10,970,500.00)** loan for the project, through equal monthly amortizations amounting to **ONE HUNDRED TWENTY ONE THOUSAND SEVEN HUNDRED NINETY FIVE AND 04/100 PESOS (P 121,795.04)**, within a period of ten (10) years at 6% interest per annum, inclusive of a one (1) year moratorium period, date reckoned after date of release of the funds.


4.1.4 Promptly pay the required amortization for the project as specified in the preceding clause. Should the CITY fail to pay the required amortizations on a monthly basis or should the CITY incur arrearages in its payments, a 6% delinquency compounded interest shall be imposed by the NHA.

4.1.5 Undertake the award of the civil works and enter into a contract to undertake the implementation of the Project in accordance with the provisions of the Implementing Rules and Regulations of RA 9184, as amended, and ensure that the implementation is in accordance with the


Roldando S. Campillos
Acting Head, HSDS


NESSES

CITY OF NAGA
By 
ATTY. JOHN G. BONGAT
Mayor

NATIONAL HOUSING
AUTHORITY
By 
ATTY. CHITO M. CRUZ
General Manager

4.1.8 Accept, maintain and repair completed infrastructure of the project.

4.1.9 Furnish regular reports to NHA as to the progress of the project.

4.1.10 Submit certificate of completion of the project to NHA.

4.2 The NHA shall:

4.2.1 Allocate and transfer the amount of **TEN MILLION NINE HUNDRED SEVENTY THOUSAND FIVE HUNDRED PESOS (P 10,970,500.00)** for the Project to the CITY.

4.2.2 Review and evaluate documents prepared by the CITY pertinent to the Project to include plans, bill of materials, specifications and compliance of documentary requirements.

4.2.3 Monitor the actual implementation of the Project.

4.2.4 Monitor the repayment of the funds by the CITY to NHA.

ARTICLE V HOUSING PROVISIONS

5.1 The Parties represent that they have the requisite power, authority, and capacity to enter into this Agreement and to perform their obligations and undertakings according to the terms and conditions.

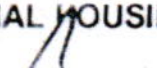
5.2 Nothing in this Agreement is to be construed as establishing the relationship of employer and employee among the Parties or any of their respective staff. All Parties shall at all times be personally and directly liable for the acts of all its personnel under its employ and shall hold each party free and harmless from any claims or liabilities arising from the acts or conduct of its employees.

5.3 This Agreement may be amended or modified only by means of a written instrument and executed by and among the concerned parties and signed by their authorized representatives.

ARTICLE VI EFFECTIVITY

This Memorandum of Agreement shall take effect immediately and shall remain in effect unless otherwise terminated or upon satisfaction of the objectives for which this Agreement has been forged.

IN WITNESS WHEREOF, the Parties hereunto affix their signatures this _____ day of _____ 2013 in _____ Metro Manila, Philippines.

NATIONAL HOUSING AUTHORITY
By: 


CITY OF NAGA
By: 

ACKNOWLEDGMENT

Republic of the Philippines)
Quezon City) s.s.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared ATTY CHITO M. CRUZ, exhibiting NHA ID No. 61336, in his capacity as General Manager of the NHA, who is known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement for the Concreting Works for Uswag Balatas Resettlement Project, consisting of six (6) pages including this page where the Acknowledgement is written and acknowledged to me that the same is his own free act and deed and of the entity which he represents.

WITNESS MY HAND AND NOTARIAL SEAL, this JAN 10 2014 day of _____, 2013.


NOTARY PUBLIC

ELEONOR ARCADIO SALATEBAT
NOTARY PUBLIC

ROLL OF ATTORNEYS NO. 53904
IBP NO. 949620; 1-2-14; BULACAN
PTR NO. 9023987; 1-2-14; QUEZON CITY
VALID UNTIL 31 DECEMBER 2014


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ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared JOHN G. BONGAT, exhibiting ID No. LGU Naga City 29164, in his capacity as Mayor of Naga City, who is known to me and to me known to be the same person who executed the foregoing Memorandum of Agreement for the Concreting Works for Uswag Balatas Resettlement Project, consisting of six (6) pages including this page where the Acknowledgement is written and acknowledged to me that the same is his own free act and deed and of the entity which he represents.

WITNESS MY HAND AND NOTARIAL SEAL, this 23 JAN 2014 day of _____, 2013.


NOTARY PUBLIC
ATTY. ARIBEN ALAIN B. GOMEZ
NOTARY PUBLIC, NAGA CITY
UNTIL / 2015
IBP NO. 154206 / 2013
PTR NO. 2024 01/02/14
ROLL NO. 55664
MCLE COMPLIANCE NO. II - 0019356

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