

SECRETARY  
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REPUBLIC OF THE PHILIPPINES  
QUEZON CITY  
20<sup>TH</sup> CITY COUNCIL

2 CC - 431

**PROPOSED ORDINANCE NO.** \_\_\_\_\_

AN ORDINANCE AUTHORIZING THE CITY MAYOR HON. HERBERT M. BAUTISTA TO ACQUIRE THROUGH NEGOTIATED SALE A PORTION OF A PARCEL OF LAND LOCATED WITHIN THE KAINGIN 2 AREA AT BARANGAY PANSOL, QUEZON CITY, IDENTIFIED AS LOT 49, plan Psd-04001497 REGISTERED UNDER THE NAME OF FILIPINAS SHUTTERS, INC., COVERED BY TRANSFER CERTIFICATE OF TITLE (TCT) NO. RT-103529 OF THE REGISTER OF DEEDS OF QUEZON CITY, CONTAINING AN AREA OF MORE OR LESS 1,024 SQUARE METERS INTENDED FOR THE DEVELOPMENT OF A SOCIALIZED HOUSING (ON-SITE DEVELOPMENT) FOR THE BENEFIT OF QUALIFIED INFORMAL SETTLER FAMILIES RESIDING THEREAT

**Introduced by Coun. KATE ABIGAE GALANG-COSETENG**

**WHEREAS**, the Quezon City Council has adopted Resolution No. SP-647, S-1992 which authorized the City Mayor Honorable Brigido R. Simon, Jr., to acquire thru negotiation or expropriation of a parcel of land declared as Area for Priority Development (APD) located at Sitio Kaingin II, Barangay Pansol, Quezon City, consisting forty-one thousand nine hundred ten square meters (41,910 sq. mtrs) more or less and registered in the Registry of Deeds of Quezon City in the name of Antonio Tuason, Jr. under TCT No. 22713 to be awarded to bonafide/qualified residents thereon within reasonable terms and conditions of the parties involved;

**WHEREAS**, the aforesaid resolution has not been realized or considered since its adoption in 1992, allegedly due to the large amount of funds necessary vis-a-vis the size of the subject land;

**WHEREAS**, ownership to various parts of the forty one thousand nine hundred ten square meters (41,910 sq.m) land, more or less, that is the subject of SP-467, S-1992, is now being claimed by various entities, among them is in the name of Filipinas Shuttters claiming One Thousand Twenty Four square meters covered by TCT No. RT-103529;

**WHEREAS**, the One Thousand Twenty Four square meters covered by TCT No. RT-103529 in the name of Filipinas Shutters has been the subject of a Memorandum of Agreement between its new owner and the community association of Kaingin 2, Barangay Pansol, Quezon City after the City Vice Mayor Honorable Joy Belmonte facilitated the negotiation;

**WHEREAS**, the terms and conditions in the aforesaid Memorandum of Agreement has not been met by the community association of Kaingin 2, Barangay Pansol, Quezon City due to the association's insufficient funds and the withdrawal of a financing institution that had previously committed to help finance the land acquisition;

**NOW, THEREFORE,**

**BE IT RESOLVED, AS IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF QUEZON CITY, IN SESSION ASSEMBLED, AUTHORIZING THE CITY MAYOR HON. HERBERT M. BAUTISTA TO ACQUIRE THROUGH NEGOTIATED SALE A PORTION OF A PARCEL OF LAND LOCATED WITHIN THE KAINGIN 2 AREA AT BARANGAY PANSOL, QUEZON CITY, IDENTIFIED AS LOT\_49, plan Psd-04001497 REGISTERED UNDER THE NAME OF FILIPINAS SHUTTERS, INC., COVERED BY TRANSFER CERTIFICATE OF TITLE (TCT) NO. RT-103529 OF THE REGISTER OF DEEDS OF QUEZON CITY, CONTAINING AN AREA OF MORE OR LESS 1,024 SQUARE METERS INTENDED FOR THE DEVELOPMENT OF A SOCIALIZED HOUSING (ON-SITE DEVELOPMENT) FOR THE BENEFIT OF QUALIFIED INFORMAL SETTLER FAMILIES RESIDING THEREAT**

**APPROVED:** \_\_\_\_\_

SUBMITTED BY:

**KATE ABIGAIL GALANG-COSETENG**

**MEMORADUM OF AGREEMENT**  
**[SALE OF REAL PROPERTY]**

---

**KNOW ALL MEN BY THESE PRESENTS:**

This *Memorandum of Agreement* ("MOA") is made and entered into by and between:

**FILIPINAS FIL-SHUTTERS INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at Ortigas Avenue Extension, Cainta, Rizal, represented by its President **MAXIMO I. CHUA**, to be further represented herein by his *attorney-in fact*, **MYRNA H. TOLENTINO**, of legal age, presently residing at No. 2 Perdiguerra Street, Rizal, Philippines, now and hereinafter referred to as the "FIRST PARTY";

- and -

**PANGKAT UGNAYAN SA PANINIRAHAN (PUSP), INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with address at Kaingin 2, Barangay Pansol, Quezon City, represented by its President **JOSE JHONG EVILLA, JR.**, now and hereinafter referred to as the "SECOND PARTY";

***Witnesseth that:***

**WHEREAS**, the FIRST PARTY is the registered owner of parcel of land located at Kaingin 2, Barangay Pansol, Quezon City ("SUBJECT PROPERTY"), registered under Transfer Certificate of Title No. RT-103529 (281628) PR-11228-A specifically described and bounded as follows:

"A parcel of land (Lot 49-C-3-A-3-C-2-A-3-A-2-B-2 of the subd. plan Psd-04-001497, being the portion of Lot 49-C-3-A-3-C-2-A-3-A-2-B, described on plan (LRC Psd- 38207, LRC Rec. No. 7672), situated in the District of Dillman, Quezon City, Island of Luzon. Bounded on the NW., along line 1-2 by Lot 49-C-3-A-3-C-2-A-3-A-B-3; on the NE., along lines 2-3-4-5 by Road Lot 49-C-3-A-3-C-2-A-3-A-2-B-29, on the SE., along line 5-6 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-1, and on the SW., along line 6-1 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-8, all of the subd. plan. Beginning at a point marked "1" on

plan, being N. 29 deg.31 W., 2618.06m. from BLL 1, Mun. of Marikina, Rizal; thence N. 23 deg. 16 E., 38.57 m. to point 2; (OV:R) thence S. 46 deg 43 E., 7.02 m. to point3; thence S. 56 deg. 50 E.,7.07 m. to point 4; thence S 66 deg. 57 E., 7.07 m. to point 5; thence S. 14 deg.01 W., 49.32 mto point 6; thence N. 41 deg. 07 W., 31.74 m. to the point of beginning ; containing an area of ONE THOUSAND TWENTY FOUR (1,024) SQUARE METERS. ALL points referred to are indicated on the plan and are marked on the ground by PS cyl. Conc. Mons bearing true; date of original survey, Dec. 1910- June 1911 & that of the subdivision survey, August 21-Sept. 9, 1978 and was approved on December 15,1978."

**WHEREAS**, the FIRST PARTY hereby warrants that he is the true, lawful and absolute owner of the Subject Property in accordance with the provisions of the Land Registration Act, as amended, free from any and all lien or encumbrances.

**WHEREAS**, the PARTIES have agreed to enter into a Contract of Sell of the Subject Property.

**NOW, THEREFORE**, in consideration of the foregoing and of the following terms and conditions of this Memorandum of Agreement the **PARTIES** do hereby agree as follows:

#### **I. RESPONSIBILITIES OF THE PARTIES**

1. The **FIRST PARTY** shall:

- a) Agree to the selling price of the subject property in the amount of Four Million Pesos (Php. 4,000,000.00) payable in two installments;
- b) Responsible for the transfer of the Transfer Certificate of Title of the subject property to the name of the **SECOND PARTY** including the payment of all national and local taxes with right of reimbursement from the **FIRST PARTY** for the LGU Transfer Tax. Real Property Tax Delinquency of the subject property and Registry of Deeds expenses;
- c) Provide the **SECOND PARTY** updated status of the process in the transfer of the Transfer Certificate of Title;
- d) Warrants the **SECOND PARTY** that she has the capacity to transfer the Title of the subject property to the name of the **SECOND PARTY**; and
- e) Return to the **SECOND PARTY** any payment made in case the transfer of the Title of the subject property was not transferred in the name of the **SECOND PARTY**.

2. The **SECOND PARTY** shall:

- a) Agree to the selling price of the subject property in the amount of Four Million Pesos (Php. 4,000,000.00) payable in two installments;
- b) Pay the **FIRST PARTY** the amount of Two Million Five Hundred Thousand Pesos (Php 2,500,000.00) within Thirty (30) days from the date of the execution of this MOA;
- c) Pay the amount of One Million Five Hundred Thousand Pesos (Php1,500,000.00) upon delivery of the New Transfer Certificate of Title in the name of the **SECOND PARTY**; and
- d) Reimburse the **FIRST PARTY** of the LGU Transfer Tax, Real Property Tax Delinquency of the subject property and Registry of Deeds expenses.

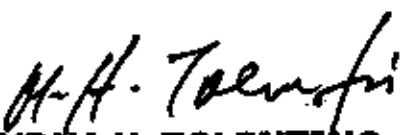
## **II. TERMINATION**

This MOA may be terminated by any of the Parties for any violation of the terms and conditions of this MOU and upon fifteen (15) days written notice to the other Parties.

## **III. SUPPLETORY LAWS**

The Laws on Obligations and Contracts and on Sales under the Civil Code of the Philippines shall be suppletorily applied to this agreement.

**IN WITNESS WHEREOF**, the parties have hereunto signed this *Memorandum of Agreement* this \_\_\_\_ day of July 2015 in Quezon City.

  
**MYRNA H. TOLENTINO**  
For and in favor of **MAXIMO Y. CHUA OF FILIPINAS FIL-SHUTTERS INC.**  
FIRST PARTY

  
**JOSE JHONG EVILLA, JR.**  
SECOND PARTY

*Signed in the Presence of*

  
**HON. DOMINIC P. FLORES**  
Punong Brgy., Brgy Pansol

  
**HON. MA. JOSEFINA G. BELMONTE**  
Vice Mayor, Quezon City

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) S.S.

**BEFORE ME**, a Notary Public, this 11 day of July, 2015 in Quezon City, personally came and appeared the following with their respective competent evidence of identification:

Name	Identification Card No.	Date & Place of Issue
MYRNA H. TOLENTINO		
JOSE JHONG EVILLA, JR.		

All known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged that the same is their free and voluntary act and deed, and that of the entities they respectively represent.

The foregoing instrument relates to a Memorandum of Agreement, consisting of four (4) pages including the page on which this acknowledgment is written, and has been signed by the parties and their instrumental witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal on the date and place above-written.

Doc. No. : 418 ;  
Page No. : 24 ;  
Book No. : 2003 ;  
Series of 2015.

*[Signature]*  
Notary Public

*[Notary Seal]*

*[Signature]*

**DEED OF ABSOLUTE SALE**

KNOW ALL MEN BY THESE PRESENTS:

That, **FILIPINAS SHUTTERS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Ortigas Avenue Extension, Cainta, Rizal, represented in this instrument by **MAXIMO I. CHUA**, for and in consideration of the sum of **SIX MILLION PESOS (P6,000,000.00)**, Philippine Currency, paid in full by the herein Vendees, receipt whereof is hereby acknowledged to its entire satisfaction, I do hereby **SELL, TRANSFER and CONVEY** by way of **ABSOLUTE SALE**, One (1) parcel of land, unto and in favor of **MYRNA HERNANDEZ-TOLENTINO**, married to **EXEQUIEL VILLALUZ TOLENTINO**, of legal age, US citizen, with residence and postal address at 2 Perdiguerra St., Brgy. San Isidro, Angono, Rizal, to their heirs, legal representatives or assigns, said One (1) parcel of land particularly described as follows:

**UNDER TRANSFER CERTIFICATE OF TITLE  
NO. RT-103529 (281628) PR-11228-A**

"A parcel of land (Lot 49-C-3-A-3-C-2-A-3-A-2-B-2 of the subd. plan Psd-04-001497, being a portion of Lot 49-C-3-A-3-C-2-A-3-A-2-B, described on plan (LRC) Psd-38207, LRC Rec. No.7672), situated in the District of Diliman, Quezon City, Island of Luzon. Bounded on the NW., along line 1-2 by Lot 49-C-3-A-3-C-2-a-3-A-2-B-3; on the NE., along lines 2-3-4-5 by Road Lot 49-C-3-A-3-C-2-A-3-A-2-B-29; on the SE., along line 5-6 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-1; and on the SW., along line 6-1 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-8, all of the subd. plan. Containing an area of **ONE THOUSAND AND TWENTY FOUR (1,024) SQUARE METERS**, more or less. Registered at the Registry of Deeds for Quezon City.

free and clear of any and all encumbrances whatsoever;

That, I do hereby warrant unto my said Vendees quiet and peaceful possession and absolute ownership of the same against the whole world.

IN WITNESS WHEREOF, I signed this instrument on this Dec. 15, 2009 in Angono, Rizal.

*H. H. Tolentino*  
**MYRNA H. TOLENTINO**  
Vendee

**FILIPINAS SHUTTERS, INC.**  
Vendor

*E. V. Tolentino*  
**EXEQUIEL V. TOLENTINO**  
Vendee

By *Maximo I. Chua*  
**MAXIMO I. CHUA**  
President

Signed in our presence: *Joanne Iglesia* & *Jose Capili Seal*





SN No. 158877

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
Land Registration Authority  
QUEZON CITY

REGISTRY OF DEEDS FOR THE ..... QUEZON CITY

# Transfer Certificate of Title

No. EE-103529 (281628) PB-11228-A

IT IS HEREBY CERTIFIED that certain land situated in the QUEZON CITY  
PHILIPPINES bounded and described as follows:

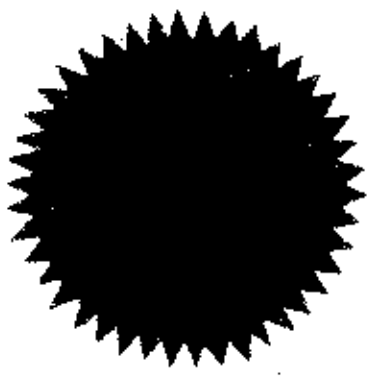
A parcel of land (Lot 49-C-3-A-3-C-2-A-3-A-2-B-2 of the subd. plan Ped-C-001497, being a portion of Lot 49-C-3-A-3-C-2-A-3-A-2-B, described on plan (LRC Ped-38207, LRC Rec. No. 7672) situated in the District of Diliman, Quezon City, Island of Luzon. Bounded on the N., along line 1-2 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-3, on the NE., along lines 2-3-4-5 by head Lot 49-C-3-A-3-C-2-A-3-A-2-B-29, on the SE., along line 5-6 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-1, and on the SW., along line 6-7 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-8, all of the subd. plan. Beginning at a point marked "1" on plan, being N. 29 deg. 31' W., 2618.06 m. from N.E. 1/4, Mun. of Marikina, Rizal; thence N. 23 deg. 16' E., 38.57 m. to point 2; (O.V.B.) is registered in accordance with the provisions of the Property Registration Decree in the name of

FILIPINAS SHUTTERS INC. a corporation duly organized & existing under the laws of the Philippines,

as owner thereof in fee simple, subject to such of the encumbrances mentioned in Section 44 of said Decree as may be subsisting, and to

IT IS FURTHER CERTIFIED that said land was originally registered on the third day of May in the year nineteen hundred and fourteen in the Registration Book of the Office of the Register of Deeds of Rizal Volume A-7 page 139 as Original Certificate of Title No. 726 pursuant to Decree No. 15584 issued in L. R. C. Record No. 7672 in the name of

This certificate is a transfer from Trans Certificate of Title No. 281627/S-1913 which is cancelled by virtue hereof in so far as the above-described land is concerned.



Entered at QUEZON CITY  
Philippines, on the 28th day of September  
in the year nineteen hundred and eighty-one  
at 10:05 a.m.

ATTEST: (SGD.) VICENTE M. COLOYAN  
Actg. Register of Deeds  
"Reconstituted under Rep. Act No. 26  
In relation to Rep. Act No. 6732."

Ortigas Ave., Ext., Cainta, Rizal  
(Owner's postal address)

ccm/

\*State the civil status, name of spouse if married, age if a minor, citizenship and residence of the registered owner. If the owner is a married woman, state also the citizenship of her husband. If the land is registered in the name of the conjugal partnership, state the citizenship of both spouses.

RECONSTITUTED OWNER'S DUPLICATE

Entry No. \_\_\_\_\_

thence S. 46 deg. 43'E., 7.02 m. to point 3; thence S. 56 deg. 50'E., 7.07 m. to point 4; thence S 66 deg. 57'E., 7.07 m. to point 5; thence S. 14 deg. 01'W., 49.32 m. to point 6; thence N. 41 deg. 07'W., 31.74 m. to the point of beginning; containing an area of ONE THOUSAND TWENTY FOUR (1,024) SQUARE METERS. All points referred to are indicated on the plan and are marked on the ground by PB cyl. conc. meas. bearings true; date of original survey, Dec. 1910-June 1911 & that of the subd. survey, August 21-Sept. 9, 1978 and was approved on December 15, 1978.

Entry No. 3784/T-201628 - - - RESTRICTIONS - - -

I. MEMBERSHIP IN THE SUBDIVISION HOMEOWNERS ASSOCIATION - The Vendor/ a hereby accept/s unconditional membership in the LOYOLA GRAND VILLAS Homeowners Association, composed of owners, vendors, developers-managers, and residents of subdivision. The Vendor and/or SOLID HOMES INC., shall register the ACTIONS OF INCORPORATION and By-Laws of said association with the Securities and Exchange Commission and/or any appropriate government office. While absolute ownership of the facilities and utilities for security, water supply, street lighting, maintenance of roads and drainage and such other facilities and utilities that maybe put up for the promotion of general welfare, health, safety and morals of the members of the Association, shall continue to remain in the name of the VENDOR and/or SOLID HOMES INC., (SUBJECT TO OTHER TERMS AND CONDITIONS SET FORTH IN DOC. NO. 33, Page 2, Book I of the Net. Pub. of Quezon City, Wilfredo S. Sarasa).

Date of Instrument - Sept. 5, 1981

Date of Inscription- Sept. 28, 1981

(SGD.) VICENTE N. COLOYAN  
Actg. Register of Deeds

Entry No. 7745/T-281628 - MORTGAGE - STATE INVESTMENT MORSE, INC.

To guarantee a principal obligation in the sum of P160,000.00  
Mortgagee's consent necessary in case of subsequent encumbrance or alienation of the property; Other conditions set forth in Dec. No. 303, Page No. 62, Book No. XXIV of the Net. Pub. of Manila, Pacundo Leda.

Date of Instrument - Oct. 26, 1982

Date of Inscription- Oct. 27, 1982

(SGD.) VICENTE N. COLOYAN  
Actg. Register of Deeds  
Quezon City

PROVISIONAL REGISTRATION - P.E. 5410/T-281628 - CANCELLATION of Mortgage inscribed P.E. 7745 Dec. No. 11, Page 48 B-LCCIV Net. Pub. of Manila, Pacundo L. Leda.

Date of Instrument - 6-5-89

Date of Inscription- 6-15-89

(Memorandum of Encumbrances continued on Page ..... -B)  
(Technical Description continued on Additional Sheet ..... Page ..... -)

(SGD.) EDUARDO CASTRO  
Dep. Register of Deeds

(Continuation of the Memorandum of Encumbrances from Page .....-A)

25. This certificate of title is issued without any encumbrance.

PE - 1370

that pursuant to the provisions of Repu

12/12/94


*[Handwritten signature]*  
14

**MEMORADUM OF AGREEMENT**  
**[SALE OF REAL PROPERTY]**

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**KNOW ALL MEN BY THESE PRESENTS:**

This *Memorandum of Agreement* ("MOA") is made and entered into by and between:



**FILIPINAS FIL-SHUTTERS INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with business address at Ortigas Avenue Extension, Cainta, Rizal, represented by its President **MAXIMO I. CHUA**, to be further represented herein by his *attorney-in fact*, **MYRNA H. TOLENTINO**, of legal age, presently residing at No. 2 Perdiguerra Street, Rizal, Philippines, now and hereinafter referred to as the "FIRST PARTY";


- and -



**PANGKAT UGNAYAN SA PANINIRAHAN (PUSP), INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with address at Kaingin 2, Barangay Pansol, Quezon City, represented by its President **JOSE JHONG EVILLA, JR.**, now and hereinafter referred to as the "SECOND PARTY";

***Witnesseth that:***

**WHEREAS**, the FIRST PARTY is the registered owner of parcel of land located at Kaingin 2, Barangay Pansol, Quezon City ("SUBJECT PROPERTY"), registered under Transfer Certificate of Title No. RT-103529 (281628) PR-11228-A specifically described and bounded as follows:



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plan, being N. 29 deg.31 W., 2618.06m. from BLL 1, Mun. of Marikina, Rizal; thence N. 23 deg. 16 E., 38.57 m. to point 2; (OV:R) thence S. 46 deg 43 E., 7.02 m. to point3; thence S. 56 deg. 50 E.,7.07 m. to point 4; thence S 66 deg. 57 E., 7.07 m. to point 5; thence S. 14 deg.01 W., 49.32 mto point 6; thence N. 41 deg. 07 W., 31.74 m. to the point of beginning ; containing an area of ONE THOUSAND TWENTY FOUR (1,024) SQUARE METERS. ALL points referred to are indicated on the plan and are marked on the ground by PS cyl. Conc. Mons bearing true; date of original survey, Dec. 1910- June 1911 & that of the subdivision survey, August 21-Sept. 9, 1978 and was approved on December 15,1978."

**WHEREAS**, the FIRST PARTY hereby warrants that he is the true, lawful and absolute owner of the Subject Property in accordance with the provisions of the Land Registration Act, as amended, free from any and all lien or encumbrances.

**WHEREAS**, the PARTIES have agreed to enter into a Contract of Sell of the Subject Property.

**NOW, THEREFORE**, in consideration of the foregoing and of the following terms and conditions of this Memorandum of Agreement the **PARTIES** do hereby agree as follows:

#### **I. RESPONSIBILITIES OF THE PARTIES**

1. The **FIRST PARTY** shall:
  - a) Agree to the selling price of the subject property in the amount of Four Million Pesos (Php. 4,000,000.00) payable in two installments;
  - b) Responsible for the transfer of the Transfer Certificate of Title of the subject property to the name of the SECOND PARTY including the payment of all national and local taxes with right of reimbursement from the FIRST PARTY for the LGU Transfer Tax. Real Property Tax Delinquency of the subject property and Registry of Deeds expenses;
  - c) Provide the SECOND PARTY updated status of the process in the transfer of the Transfer Certificate of Title;
  - d) Warrants the SECOND PARTY that she has the capacity to transfer the Title of the subject property to the name of the SECOND PARTY; and
  - e) Return to the SECOND PARTY any payment made in case the transfer of the Title of the subject property was not transferred in the name of the SECOND PARTY.

2. The **SECOND PARTY** shall:

- a) Agree to the selling price of the subject property in the amount of Four Million Pesos (Php. 4,000,000.00) payable in two installments;
- b) Pay the **FIRST PARTY** the amount of Two Million Five Hundred Thousand Pesos (Php 2,500,000.00) within Thirty (30) days from the date of the execution of this MOA;
- c) Pay the amount of One Million Five Hundred Thousand Pesos (Php1,500,000.00) upon delivery of the New Transfer Certificate of Title in the name of the **SECOND PARTY**; and
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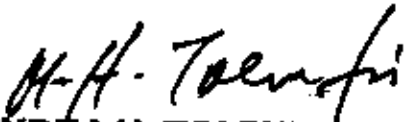
## **II. TERMINATION**

This MOA may be terminated by any of the Parties for any violation of the terms and conditions of this MOU and upon fifteen (15) days written notice to the other Parties.

## **III. SUPPLETORY LAWS**

The Laws on Obligations and Contracts and on Sales under the Civil Code of the Philippines shall be suppletory applied to this agreement.

**IN WITNESS WHEREOF**, the parties have hereunto signed this Memorandum of Agreement this \_\_\_\_\_ day of July 2015 in Quezon City.

  
**MYRNA H. TOLENTINO**  
For and in favor of **MAXIMO Y. CHUA OF FILIPINAS FIL-SHUTTERS INC.**  
FIRST PARTY

  
**JOSE JHONG EVILLA, JR.**  
SECOND PARTY

*Signed in the Presence of*

  
**HON. DOMINIC P. FLORES**  
Punong Brgy., Brgy Pansol

  
**HON. MA. JOSEFINA G. BELMONTE**  
Vice Mayor, Quezon City

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) S.S.

JUL 14 2015

**BEFORE ME**, a Notary Public, this \_\_\_\_\_ day of July, 2015 in Quezon City, personally came and appeared the following with their respective competent evidence of identification:

Name	Identification Card No.	Date & Place of Issue
MYRNA H. TOLENTINO		
JOSE JHONG EVILLA, JR.		

All known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged that the same is their free and voluntary act and deed, and that of the entities they respectively represent.

The foregoing instrument relates to a Memorandum of Agreement, consisting of four (4) pages including the page on which this acknowledgment is written, and has been signed by the parties and their instrumental witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my notarial seal on the date and place above-written.

Doc. No. : 418 ;  
Page No. : 24 ;  
Book No. : 1000 ;  
Series of 2015.

  
Notary Public

Notary Public  
Quezon City  
Philippines





**DEED OF ABSOLUTE SALE**

KNOW ALL MEN BY THESE PRESENTS:

That, **FILIPINAS SHUTTERS, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Ortigas Avenue Extension, Cainta, Rizal, represented in this instrument by **MAXIMO I. CHUA**, for and in consideration of the sum of **SIX MILLION PESOS (Ph 6,000,000.00)**, Philippine Currency, paid in full by the herein Vendees, receipt whereof is hereby acknowledged to its entire satisfaction, I do hereby **SELL, TRANSFER and CONVEY** by way of **ABSOLUTE SALE**, One (1) parcel of land, unto and in favor of **MYRNA HERNANDEZ-TOLENTINO**, married to **EZEQUIEL VILLALUZ TOLENTINO**, of legal age, US citizen, with residence and postal address at \*2 Penguerra St., Brgy. San Isidro, Angono, Rizal, to their heirs, legal representatives or assigns, said One (1) parcel of land particularly described as follows:

**CERTIFICATE OF TITLE**  
**NO. RT-103529 (281628) PR-11228-A**

"A parcel of land (Lot 49-C-3-A-3-C-2-A-3-A-2-B-2 of the subd. plan Psd-04-001497, being a portion of Lot 49-C-3-A-3-C-2-A-3-A-2-B, described on plan (LRC) Psd-38207, LRC Rec. No.7672), situated in the District of Diliman, Quezon City, Island of Luzon. Bounded on the NW., along line 1-2 by Lot 49-C-3-A-3-C-2-a-3-A-2-B-3; on the NE., along lines 2-3-4-5 by Rood Lot 49-C-3-A-3-C-2-A-3-A-2-B-29; on the SE., along line 5-6 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-1; and on the SW., along line 6-1 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-8, all of the subd. plan. Containing an area of **ONE THOUSAND AND TWENTY FOUR (1,024) SQUARE METERS**, more or less. Registered at the Registry of Deeds for Quezon City.

free and clear of any and all encumbrances whatsoever;

That, I do hereby warrant unto my said Vendees quiet and peaceful possession and absolute ownership of the same against the whole world.

IN WITNESS WHEREOF, I signed this instrument on this Dec. 15, 2009 in Angono, Rizal.

*M. H. Tolentino*  
**MYRNA H. TOLENTINO**  
Vendee

**FILIPINAS SHUTTERS, INC.**

*E. Villaluz*  
**EZEQUIEL V. TOLENTINO**  
Vendee

Vendor  
By: *M. I. Chua*  
**MAXIMO I. CHUA**  
President

Signed in our presence: *J. Igueria* **JOEYNE IGUESIA** & *J. Capili* **J. Capili**



REPUBLIC OF THE PHILIPPINES)  
ANGONO, RIZAL ) S.S

**ACKNOWLEDGMENT.**

BEFORE me, on this December 15, 2009 in Angono, Rizal, personally appeared -----

*[Signature]*  
NAME

PROOF OF IDENTITY

**MARTINO I. CHUA**

*[Signature]*  
**ESERQUEL V. TOLENTINO**

*[Signature]*  
**MYRNA H. TOLENTINO**

all known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary ACT AND DEED.

This instrument consisting of two (2) pages including this page where the Acknowledgment was written refers to a "DEED OF ABSOLUTE SALE" duly signed by both parties and their instrumental witnesses, and sealed with my official seal.

WITNESSETH:

*[Signature]*  
ATTY. JOSE TAZAR O. ARASOLO  
NOTARY PUBLIC  
Exp. No. 14562 on 31 December 31, 2011  
Angono - Binangonan - Cardona, Rr  
Toll No. 095791 01 42 2014  
TIN No. 06736712-76-2010  
Roll No. 37892 - RSM Cluster  
Add: 1117 Cinco St. Hi-way Calumpang,  
Binangonan, Rizal

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XXIII  
2009

*[Handwritten notes and signatures on the left margin]*

SN No. 158877

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
Land Registration Authority  
QUEZON CITY

REGISTRY OF DEEDS FOR THE QUEZON CITY

# Transfer Certificate of Title

No. RT-103529 (281628) PB-11228-A

IT IS HEREBY CERTIFIED that certain land situated in the QUEZON CITY  
PHILIPPINES bounded and described as follows:

A parcel of land (Lot 49-C-3-A-3-C-2-A-3-A-2-B-2 of the subd. plan Fed-GA-001497, being a portion of Lot 49-C-3-A-3-C-2-A-3-A-2-B, described on plan (LRC Pad-38207, LRC Rec. No. 7672) situated in the District of Diligan, Quezon City, Island of Luzon. Bounded on the NW., along line 1-2 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-3, on the NE., along lines 2-3-4-5 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-29, on the SE., along line 5-6 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-1, and on the SW., along line 6-7 by Lot 49-C-3-A-3-C-2-A-3-A-2-B-8, all of the subd. plan. Beginning at a point marked "1" on plan, being N. 29 deg. 31' W., 2618.06 m. from E1/4 Sec. 1, T. 10N., R. 12E., thence N. 23 deg. 16' E., 38.97 m. to point 2; (GV. 2) is registered in accordance with the provisions of the Property Registration Decree in the name of

**FILIPINAS SHUTTERS INC.**, a corporation duly organized & existing under the laws of the Philippines,

as owner thereof in fee simple, subject to such of the encumbrances mentioned in Section 44 of said Decree as may be subsisting, and to

IT IS FURTHER CERTIFIED that said land was originally registered on the third day of May in the year nineteen hundred and fourteen in the Registration Book of the Office of the Register of Deeds of Rizal Volume A-7 page 131a Original Certificate of Title No. 720 pursuant to Decree No. 1558b issued in L. R. C. Record No. 7672 in the name of

This certificate is a transfer from Xraam Certificate of Title No. 281627/3-1413 which is cancelled by virtue hereof in so far as the above-described land is concerned.

Entered at QUEZON CITY  
Philippines, on the 28th day of September  
in the year nineteen hundred and eighty-one  
at 10:05 P.M.

ATTEST: (SGD.) **VICENTE N. COLGAN**  
Actg. Register of Deeds  
"Reconstituted under Rep. Act No. 26  
In relation to Rep. Act No. 6732."

Ortigas Ave., Ext., Cainta, Rizal  
(Owner's postal address)

ccs/

\*State the civil status, name of spouse if married, age if a minor, citizenship and residence of the registered owner. If the owner is a married woman, state also the citizenship of her husband. If the land is registered in the name of the conjugal partnership, state the citizenship of both spouses.

RECONSTITUTED OWNER'S DUPLICATE

Entry No. \_\_\_\_\_  
thence S. 46 deg. 43'E., 7.02 m. to point 3; thence S. 56 deg. 50'E., 7.07 m.  
to point 4; thence S 66 deg. 57'E., 7.07 m. to point 5; thence S. 14 deg.  
01'W., 49.32 m. to point 6; thence N. 41 deg. 07'W., 31.74 m. to the point of  
beginning; containing an area of ONE THOUSAND TWENTY FOUR (1,024) SQUARE METERS.  
All points referred to are indicated on the plan and are marked on the ground  
by PS cyl. conc. mens. bearings true; date of original survey, Dec. 1910-June  
1911 & that of the subd. survey, August 21-Sept. 9, 1978 and was approved on  
December 15, 1978.

Entry No. 3784/T-201628 - - - RESTRICTIONS - - -  
I. MEMBERSHIP IN THE SUBDIVISION HOMEOWNERS ASSOCIATION - The Vendor/ a hereby  
accept/s unconditional membership in the LOYOLA GRAND VILLAS Homeowners Ass-  
ociation, composed of owners, vendors, developers-managers, and residents of  
subdivision. The Vendor and/or SOLID HOMES INC., shall register the ACTIONS OF  
INCORPORATION and By-Laws of said association with the Securities and Exchange  
Commission and/or any appropriate government office. While absolute ownership  
of the facilities and utilities for security, water supply, street lighting,  
maintenance of roads and drainage and such other facilities and utilities that  
maybe put up for the promotion of general welfare, health, safety and morals  
of the members of the Association, shall continue to remain in the name of the  
VENDOR and/or SOLID HOMES INC., (SUBJECT TO OTHER TERMS AND CONDITIONS SET  
FORTH IN DOC. NO. 33, Page 7, Book I of the Not. Pub. of Quezon City,  
Wilfredo S. Sarasa).

Date of Instrument - Sept. 5, 1981  
Date of Inscription - Sept. 28, 1981

(SGD.) VICENTE N. COLOYAN  
Actg. Register of Deeds

Entry No. 7745/T-281628 - MORTGAGE - STATE INVESTMENT HOUSE, INC.  
To guarantee a principal obligation in the sum of P160,000.00  
Mortgagee's consent necessary in case of subsequent encumbrance or alienation  
of the property; Other conditions set forth in Dec. No. 303, Page No. 62,  
Book No. XLIV of the Not. Pub. of Manila, Pacundo Leda.  
Date of Instrument - Oct. 26, 1982  
Date of Inscription - Oct. 27, 1982

(SGD.) VICENTE N. COLOYAN  
Actg. Register of Deeds  
Quezon City

PROVISIONAL REGISTRATION - P.E. 5410/T-281628 - CANCELLATION of Mortgage  
inscribed P.E. 7745 Dec. No. 11, Page 48 B-LCCIV Not. Pub. of Manila,  
Pacundo L. Leda.

Date of Instrument - 6-5-89  
Date of Inscription - 6-15-89

(Memorandum of Encumbrances continued on Page ..... -B)  
(Technical Description continued on Additional Sheet ..... Page ..... -)

(SGD.) EDUARDO CASTRO  
Dep. Register of Deeds

(Continuation of the Memorandum of Encumbrances from Page -----A)

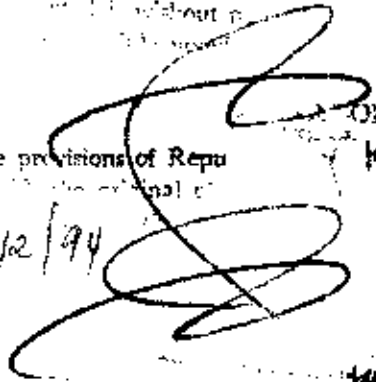
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