



Republic of the Philippines  
**QUEZON CITY COUNCIL**  
Quezon City  
20<sup>th</sup> City Council

PR20CC-914

65<sup>th</sup> Regular Session

RESOLUTION NO. SP- **7502**, S-2018

A RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT (MOA) ENTERED INTO BY AND BETWEEN THE QUEZON CITY GOVERNMENT (QCG), REPRESENTED BY THE CITY MAYOR HONORABLE HERBERT M. BAUTISTA, AND TRADITION HOMES PROJECT MANAGERS AND DEVELOPMENT, INC. (THPMDI), REPRESENTED BY ITS PRESIDENT AND CHIEF OPERATING OFFICER, MA. RACHEL D. MADLAMBAYAN, ON MARCH 13, 2018, FOR THE DEVELOPMENT OF A SOCIALIZED HOUSING PROJECT ON A PARCEL OF LAND IDENTIFIED AS LOT 3-C 2, PSF-00-092446, COVERED BY TRANSFER CERTIFICATE OF TITLE NO. 00-2017001026, CONTAINING AN AREA OF MORE OR LESS SIX THOUSAND SIX HUNDRED THIRTY-THREE (6,633) SQUARE METERS, LOCATED IN BARANGAY BAGONG SILANGAN, QUEZON CITY, FOR THE BENEFIT OF QUALIFIED INFORMAL SETTLER FAMILIES (ISFs) IN QUEZON CITY.

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Introduced by Councilor **ALEXIS R. HERRERA**.

Co-Introduced by Councilors Anthony Peter D. Crisolago, Lena Marie P. Juico, Elizabeth A. Delarmente, Victor V. Ferrer, Jr., Oliviere T. Belmonte, Precious Hipolito Castelo, Voltaire Godofredo T. Liban III, Ramon P. Medalla, Raulfo Z. Luavica, Esirella C. Valmocina, Roderick M. Paulate, Alan Benedict S. Reyes, Gian Carlo G. Sotto, Franz S. Pumaren, Eufemio C. Lagumbay, Marvir C. Killo, Raquel S. Malañgen, Ivy Xenia L. Lagman, Marra C. Suntay, Jose A. Visaya, Karl Edgar C. Castelo, Julianne Alyson Rae V. Medalla, Godofredo T. Liban II, Allan Butch T. Francisco, Morivic Co-Pilar, Jr., Rogelio "Roger" P. Juan, Dioreila Mana G. Sotto, Donato C. Mrtias, Eric Z. Medina and Ricardo B. Corpuz.

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WHEREAS, Quezon City's Shelter Plan points to the low supply of socialized housing within the City as one of the main reasons behind the growth of informal settlements. Contributory to this is the reluctance of developers to venture in socialized housing development due to marginal returns and poor payback experienced in such projects;

WHEREAS, Section 20 of Republic Act No. 7279, otherwise known as Urban Development and Housing Act of 1992, encourages greater private sector participation in socialized housing development centers like Quezon City;

WHEREAS, Tradition Homes Project Managers and Development, Inc. (THPMDI), a private developer and builder, in support of the QCG's objective to provide greater opportunities to significant number of informal settler families (ISFs) in Quezon City to own in-city affordable decent housing and become formal residents of the City, has offered to develop its property located in Barangay Bagong Silangan into a socialized housing project;

WHEREAS, the proposed project, with a total land area of more or less 6,633 square meters, shall be developed in conformity with Batas Pambansa Blg. 220 Design Standards and in accordance with plans and specifications approved by QCC;

WHEREAS, the proposed project shall be undertaken by the parties, with THPMDI as landowner, developer of land and building of housing component, and QCC as originator-guarantor;

WHEREAS, the QCG, in consideration of its objective and lesser budgetary exposure for the development concept (turn-key basis) being offered by THPMDI, has agreed to enter into a MOA with THPMDI for the development of a socialized housing project on the subject property;

WHEREAS, by virtue of the authority stipulated in City Council Resolution No. 7113, S-2017, Quezon City Mayor, Honorable Herbert M. Bautista, entered into a MOA with THPMDI on March 13, 2018, for the development of the proposed socialized housing project;


WHEREAS, the Project MOA shall become effective upon the ratification by the Quezon City Council;

x 

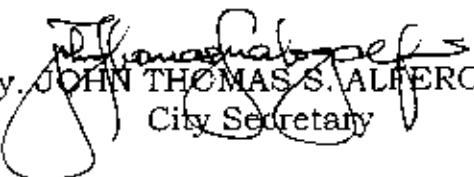
NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF THE QUEZON CITY IN REGULAR SESSION ASSEMBLED, to ratify, as it does hereby ratify the Memorandum of Agreement (MOA) entered into by and between the Quezon City Government, represented by the City Mayor, Honorable Herbert M. Bautista, and Tradition Homes Project Managers and Development, Inc. (THPMDI) represented by its President and Chief Operating Officer, Ma. Rachel D. Madlambayan, on March 13, 2018, for the development of a socialized housing project on a parcel of land identified as Lot 3-C-2, Psd-00-092446, covered by Transfer Certificate of Title No. 004-2017001026, containing an area of more or less Six Thousand Six Hundred Thirty-Three (6,633) square meters located in Barangay Bagong Silangan, Quezon City, for the benefit of a qualified informal settler families (ISFs) in Quezon City.

ADOPTED: June 18, 2018.

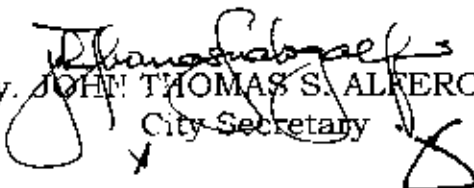
  
IRENE R. BELMONTE  
3<sup>rd</sup> Asst. Majority Floor Leader  
Acting Presiding Officer

ATTESTED:

  
Atty. JOHN THOMAS S. ALFEROS III  
City Secretary

CERTIFICATION

This is to certify that this Resolution was APPROVED by the City Council on Second Reading on June 18, 2018 and was CONFIRMED on July 2, 2018.

  
Atty. JOHN THOMAS S. ALFEROS III  
City Secretary

# MEMORANDUM OF AGREEMENT

This Memorandum of Agreement for the development of socialized housing project, entered into this 13 MAR 2018 day of \_\_\_\_\_ 2017, by and between:

**TRADITION HOMES PROJECT MANAGERS AND DEVELOPMENT, INC.**, a corporation duly organized and existing by virtue of the laws of the Republic of the Philippines with main office address at Unit 701 Orient Square Building, Emerald Avenue, Ortigas Center, Pasig City, represented by its President and Chief Operating Officer, Ms. Rachel D. Madlamoayan, as embodied in the Board Resolution No. \_\_, S-2017 of the corporation, hereinafter referred to as the "THPMDI", a copy of which resolution is hereto attached as Annex "A" and made an integral part hereof;

and

The **LOCAL GOVERNMENT OF QUEZON CITY**, a public corporation created pursuant to CA502, as amended, in relation to RA7160, as amended, with address at Quezon City Hall, Elliptical Road, Bgy. Central, 1100 Quezon City, represented by its Mayor, **HERBERT M. BAUTISTA**, hereinafter referred to as "QCG", pursuant to his authority conferred and embodied in Resolution No. \_\_\_\_\_, S-2017, of the Sangguniang Panglungsod of Quezon City, a copy of which resolution is hereto attached as Annex "B" and made integral part hereof;

(The THPMDI and QCG are hereinafter collectively referred to as the "Parties" and individually as the "Party")

## WITNESSETH:

**WHEREAS**, the QCG, in its desire to provide greater opportunities to significant number of Quezon City informal settlers to own in-city affordable and decent housing, upgrade living condition in blighted areas by developing them into decent and productive communities, has been relentless in its efforts to expand its socialized housing projects;

**WHEREAS**, THPMDI is the owner of a parcel of land located in Site Veterans, Area-4, Bgy. Bagong, Silangan, Quezon City, identified as Lot 3-C-2, Psd-00-092446, registered under the names of Noe T. Co, Joe T. Co, George T. Co, Jr., Roberto T. Co, and Darryl T. Co, covered under Transfer Certificate of Title ("TCT") No. 004-2017001026, containing an area of Six Thousand Six Hundred Thirty Three (6,633) square meters, more or less (the "Land Area"), photocopy of the TCT is hereto attached as Annex "C" hereof;

**WHEREAS**, THPMDI, also a private developer and builder, in support of the QCG's objective and as part of its compliance to the 20% balance housing requirement, has offered to develop the Land Area into a socialized housing project (the "Project");

**WHEREAS**, the THPMDI has submitted to QCG, designs, plans, cost estimates and specifications of the proposed Project, which the QCG has found sufficient, acceptable and affordable as its price range is within the socialized housing package ("Approved Plans")<sup>1</sup>;

<sup>1</sup> A copy of the Approved Plans is attached as Annex "D".

HERBERT M. BAUTISTA, MPA, MNCA  
Quezon City Mayor

**WHEREAS**, the QCG has accepted the development concept (on a turn-key basis) being offered by THPMDI and agreed to enter into a Memorandum of Agreement (MOA) with THPMDI for the development of the Project;

**WHEREAS**, the Project shall be undertaken by the Parties pursuant to and in accordance with the provisions of Republic Act No. 7279 or the "Urban Development and Housing Act of 1992", under the policy of the State to undertake, in cooperation with private sector, a comprehensive and continuing Urban Development and Housing Program which shall uplift the living conditions of the underprivileged and homeless citizens in urban areas and in resettlement areas by making available to them decent housing at affordable cost;

**WHEREAS**, the intended beneficiaries of the Project are the informal settler families (ISFs) in Quezon City who will be identified, selected, pre-qualified by QCG as originator;

**WHEREAS**, the Parties have mutually agreed to undertake and implement the Project subject to the terms and conditions hereinafter set forth;

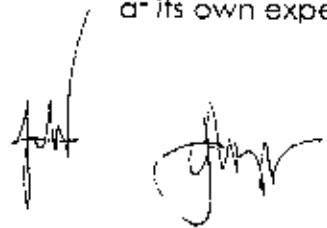
**NOW THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

**I. DESCRIPTIONS OF THE LAND AREA AND THE PROJECT:**

1. The Land Area shall be subdivided into residential building lots in accordance with the Approved Plans;
2. The Project shall comprise of complete land development and construction of more or less Two Hundred (200) Two-Storey Walk-up Condominium Units, which shall be developed in accordance with the Approved Plans, and in conformity with Batas Pambansa Big. 220 (BP 220) design standards;
3. Each condominium unit shall have a floor area of Twenty One (21) square meters, more or less, excluding corridor space, with interior bare finish and shall conform to the Approved Plans;
4. To initiate the project implementation, THPMDI has agreed to contribute the Land Area to the Project, subject to the terms and conditions of this Agreement for its development and the construction of socialized condominium units thereon;
5. The Project shall be undertaken by the Parties with THPMDI as landowner and developer of the land and housing component and QCG as originator-guarantor of the Project.

**II. RESPONSIBILITIES OF THPMDI:**

1. THPMDI, as landowner, shall defend its title and ownership over the Land Area against any suit or proceeding filed or asserted against QCG with respect to the Land Area, its ownership or possession arising/which arose before the title over the Land Area has been transferred to QCG. THPMDI shall defend QCG and its assigns and/or discharge such claim at its own expense;



HERNANDEZ M. SAUTISTA, MAPA MNSA  
Quezon City Mayor



2. Upon issuance of title to the Land Area in the name of THPMDI, THPMDI shall execute a Deed, assigning, transferring and conveying the title of the Land Area to QCG. All taxes, fees and expenses, if any, on the transfer of the Land Area to QCG shall be for the sole account of QCG;
3. THPMDI shall be responsible for the subdivision of the Land Area, including the open spaces, parks and road lots ("Common Areas"). Expenses pertaining to the same, including expenses for subdivision surveys, technical descriptions of each lot, application for partition with the Land Registration Authority (LRA), issuance of individual titles in the name of QCG and other expenses, shall be for the account of THPMDI;
4. THPMDI shall be responsible for the development of the Land Area in accordance with this Agreement and the Approved Plans, except for the development of Common Areas, irrigation system, and community facilities such as, but not limited to, garden areas, parks and playground and community clubhouse within the Land Area;
5. THPMDI shall, as developer of the land and housing component of the Project, for its own account, be primarily responsible for the following:
  - 5.1 Preparations and reproductions of all site development plans, building plans, specifications, designs, land development and building construction related documents;
  - 5.2 Securing of all necessary permits, licenses, clearances, certifications and approvals of the Project subject to QCG's responsibilities under Article III(6) hereof;
  - 5.3 Conduct of soil evaluation test and analysis, execution of all surveys works and approval of subdivision plan of the project; and
  - 5.4 Submit to the \_\_\_\_\_ department of QCG the related project documents for QCG approval.

For avoidance of doubt, THPMDI's responsibilities under this Section shall not include those that pertain to the development of the Common Areas, irrigation system and community/entertainment facilities of the Project.

6. THPMDI shall construct the two-storey walk-up socialized condominium buildings of the Project based on the Approved Plans. Upon completion of all condominium units in a particular building, THPMDI shall turnover the completed units to QCG for acceptance (which acceptance shall not be unreasonably withheld), subsequent award to qualified beneficiaries and immediate processing of beneficiaries' housing loan with financing institution.

Turnover is deemed made by THPMDI upon joint inspection of the Condominium Building by the representatives of the Parties or, in case the QCG fails to send a representative, on the date set by THPMDI for the conduct of the joint inspection. Punch listing works to be done on the Condominium Building that do not affect the structural integrity thereof are not grounds for QCG to refuse acceptance of the Condominium Building. Likewise, any additional or special requirements of the QCG with respect to the installations and/or improvements of the Condominium Buildings, including but not limited to, the type of utility connections thereof, shall not affect the turnover of the same.

HERBERT M BAUTISTA MPA IANSA  
Quezon City Mayor

3. Mutual Trust

This Agreement is based largely on mutual trust and confidence. The parties hereto agree to carry out this Agreement in a fair and cooperative manner for their mutual benefit;

4. Compliance with Laws

The Parties hereto hereby agree that they shall comply with all applicable national and local laws, ordinances, codes and regulations in the performance of their obligations hereunder;

5. Waiver

Failure of either of the Party to insist upon the strict performance of any of the terms and conditions hereof shall not be deemed as a waiver of any right or remedy that said party may have, nor shall it be construed as a waiver of any subsequent breach of the terms and conditions herein contained. No waiver by either party shall be deemed to have been made unless expressed in writing and signed by the said party;

6. Force Majeure

If either of the Parties is unable to perform any of its obligations by reason of happening or event which cannot be foreseen or which, though foreseen, is inevitable, such as, but not limited to fire, strike, lockout, insurrection, blockade, natural calamities, or other causes beyond its control, then such party shall be excused from the performance of its obligations during the pendency of such cause. In the event that such inability to perform shall continue longer than fifteen (15) days, either party may terminate this Agreement by giving a written notice to the other party;

7. Supplemental Agreement

The Parties herein may enter into a supplemental agreement that may arise in the course of implementation of this Agreement;

8. Amendment

Any amendment/s, addition, modification or supplement to this Agreement shall be in writing and with the consent of both parties;

9. Separability Clause

In the event that any provision of this Agreement is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby;

10. Effectivity

This Agreement shall take effect upon the ratification of the Quezon City Council.

HERNANI M. PAUTISTA MPA MNSA  
Quezon City Mayor

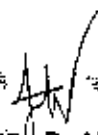
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their respective duly authorized signatories as of the day and year first written above.

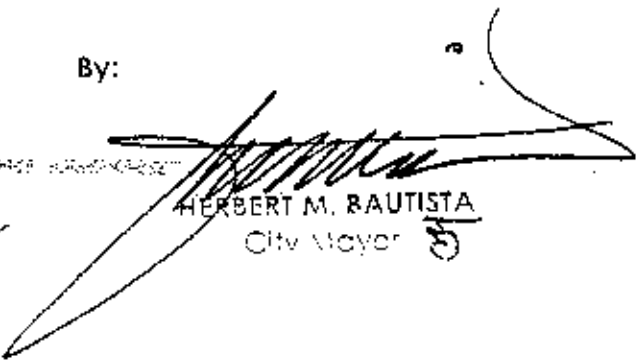
TRADITION HOMES PROJECT  
MANAGERS AND DEVELOPMENT, INC.

QUEZON CITY GOVERNMENT

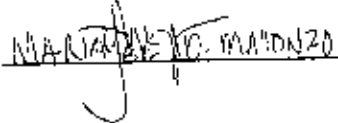
By:

By:

  
MA. RACHEL D. MADLAMBAYAN  
President and COO

  
HERBERT M. BAUTISTA  
City Mayor

SIGNED IN THE PRESENCE OF:

  
MARIAM B. MANZANO

  
TADEO M. PALMA  
Secretary to the Mayor