

Republic of the Philippines
Province of Cagayan
TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT NO. 162-2024

May 16, 2024

Submitted by: COMMITTEE ON RULES, LAWS AND ETHICS
COMMITTEE ON APPROPRIATIONS AND WAYS AND MEANS

PRESENT:

HON. MARC ALDOUS C. BACCAY	- Chairman (Rules)
	- Member (Appropriations)
HON. JUDE T. BAYONA	- Chairman (Appropriations)
	- Vice Chairman (Rules)
HON. MARIA ROSARIO B. SORIANO	- Vice Chairman, (Appropriations)
	- Member, (Rules)/ via zoom
HON. IMOGEN CLAIRE M. CALLANGAN	- Member, (Appropriations)/ via zoom
HON. ARNEL T. ARUGAY	- Member, (Rules) (Appropriations)
	/via zoom
HON. GRACE B. ARAGO	- Member, (Rules)

RESOURCE PERSON:

Atty. Vanessa T. Herrero-Verbo - City Legal Officer

GUESTS:

Hon. Restituto Ramirez	- SP Member
Hon. Cerene Pearl T. Quilang	- SP Member/ via zoom
Hon. Ronald S. Ortiz	- SP Member/ via zoom

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, requesting for the authority to enter and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas (BSP).

FOR THE PRESIDING OFFICER:

The Members of the Joint Committees met and deliberated on the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, requesting for the authority to enter and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas (BSP). The Joint Committees respectfully submit the herein Committee Report and has the honor to report to this August body in session the following actions taken, its findings and recommendations.

SPST-004-00

Ref. No. _____

Adopted during the 94th Reg. - June 3, 2024

ACTIONS TAKEN:

The committee conducted an evaluation of the Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, requesting for the authority to enter and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas (BSP). The City Legal Officer, Atty. Vanessa T. Herrero-Verbo, was present to assist the committee in the committee deliberation.

FINDINGS:

1. The referral pertaining to the “Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, requesting for the authority to enter and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas (BSP)” was endorsed to the Ninth City Council.
2. Pursuant to the Writ of Execution issued by the Regional Trial Court-Branch 5 last December 12, 2023 under Civil Case No. 8392: *Bangko Sentral ng Pilipinas versus City Government of Tuguegarao, Cagayan and Department of Public Works and Highways*, the Tuguegarao City Government has fulfilled its financial obligation by issuing a check amounting to Seven Million Five Hundred Eighty-Nine Thousand Three Hundred Seventy-Three Pesos and Thirty-Eight Centavos (Php7,589,373.38) in favor of the Bangko Sentral ng Pilipinas. This was made as payment of just compensation for the property covered by Transfer Certificate of Title No. 10657 situated in Rizal Street, Tuguegarao City.
3. Atty. Vanessa T. Herrero Verbo mentioned during the committee meeting that the draft Deed of Sale is with the Bangko Sentral ng Pilipinas and they will be asking for a copy of the draft Deed of Sale for their review since banks have a certain format that they are using for their contracts.
4. To complete the transfer, there is a need to request authority from the Sangguniang Panlungsod to allow the City Mayor to enter into and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas.

RECOMMENDATIONS:

After a thorough discussion on the subject matter, the committee hereby recommends for the passage of a Resolution granting authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to enter and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas (BSP) subject to the submission of the draft Deed of Sale.

Attached herewith is the draft Resolution.

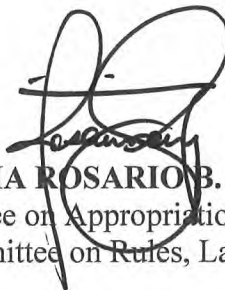
Respectfully submitted:



HON. MARC ALDOUS C. BACCAY
Chairman, Committee on Rules, Laws and Ethics
Member, Committee on Appropriations and Ways and Means



HON. JUDE T. BAYONA
Chairman, Committee on Appropriations and Ways and Means
Vice Chairman, Committee on Rules, Laws and Ethics



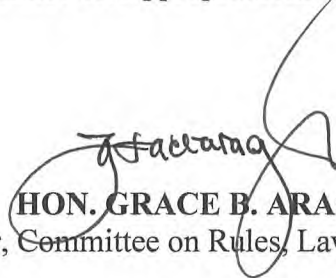
HON. MARIA ROSARIO B. SORIANO
Vice Chairman, Committee on Appropriations and Ways and Means
Member, Committee on Rules, Laws and Ethics



HON. IMOGEN CLAIRE M. CALLANGAN
Member, Committee on Appropriations and Ways and Means



HON. ARNEL T. ARUGAY
Member, Committee on Rules, Laws and Ethics
Member, Committee on Appropriations and Ways and Means



HON. GRACE B. ARAGO
Member, Committee on Rules, Laws and Ethics

DRAFT RESOLUTION GRANTING AUTHORITY TO THE CITY MAYOR, HON. MAILA ROSARIO S. TING-QUE, TO ENTER AND SIGN FOR AND ON BEHALF OF THE TUGUEGARAO CITY GOVERNMENT THE DEED OF SALE WITH THE BANGKO SENTRAL NG PILIPINAS

WHEREAS, the referral pertaining to the “Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, requesting for the authority to enter and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas (BSP)” was endorsed to the Ninth City Council;

WHEREAS, pursuant to the Writ of Execution issued by the Regional Trial Court-Branch 5 last December 12, 2023 under Civil Case No. 8392: *Bangko Sentral ng Pilipinas versus City Government of Tuguegarao, Cagayan and Department of Public Works and Highways*, the Tuguegarao City Government has fulfilled its financial obligation by issuing a check amounting to Seven Million Five Hundred Eighty-Nine Thousand Three Hundred Seventy-Three Pesos and Thirty-Eight Centavos (Php7,589,373.38) in favor of the Bangko Sentral ng Pilipinas. This was made as payment of just compensation for the property covered by Transfer Certificate of Title No. 10657 situated in Rizal Street, Tuguegarao City;

WHEREAS, Atty. Vanessa T. Herrero Verbo mentioned during the committee meeting that the Draft Deed of Sale is with the Bangko Sentral ng Pilipinas and they will be asking for a copy of the Draft Deed of Sale for their review since banks have a certain format that they are using for their contracts;

WHEREAS, to complete the transfer, there is a need to request authority from the Sangguniang Panlungsod to allow the City Mayor to enter into and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas;

NOW, THEREFORE RESOLVED, as it is hereby **RESOLVED**, to grant authority to the City Mayor, Hon. Maila Rosario S. Ting-Que, to enter and sign for and on behalf of the Tuguegarao City Government the Deed of Sale with the Bangko Sentral ng Pilipinas (BSP).

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Absolute Sale made and executed this _____, in Manila, Philippines, by and between:

BANGKO SENTRAL NG PILIPINAS (BSP), a government instrumentality created and existing by authority of Republic Act (RA) No. 7653, as amended by RA 11211, with principal office at the BSP Complex, A. Mabini cor. P. Ocampo Sr. Sts., Malate, Manila, represented herein by **VINCENT Z. BOLIVAR**, Managing Director, Management Services Sub-Sector¹ hereinafter referred to as the **"VENDOR"**;

-- and --

CITY GOVERNMENT OF TUGUEGARAO, a local government unit, with address at Enrile Boulevard, Regional Government Center, Carig Sur, Tuguegarao City, Cagayan 3500, represented herein by **MAYOR MAILA ROSARIO S. TING-QUE**, City Mayor,² hereinafter referred to as the **"VENDEE"**.

WITNESSETH That -

WHEREAS, the **VENDOR** is the legal and absolute owner of a parcel of land located at Lot 5, Rizal Street, Brgy. Centro IV, Tuguegarao City, Cagayan, covered by **Transfer Certificate of Title (TCT) No. T-10657** of the Registry of Deeds for the Province of Cagayan, more particularly described as follows:



hereinafter referred to as the **"SUBJECT PROPERTY"**.

¹ The Secretary's Certificate attesting to the authority of the signatory to execute this instrument on behalf of the BSP is attached as Annex "A."

² [Document on Authority] No. [], dated [], authorizes Mayor Ting-Que, to sign this DAS on behalf of the City Government of Tuguegarao. The copy of the [] attesting to the authority of [] is attached as Annex "B."

WHEREAS, the **SUBJECT PROPERTY** was the subject of a case filed by the **VENDOR** against the **VENDEE**, more particularly Civil Case No. 8392 entitled "*Bangko Sentral ng Pilipinas vs. City Government of Tuguegarao, Cagayan, and Department of Public Works and Highways*" ("Subject Case") before the Regional Trial Court of Tuguegarao City, Cagayan, Branch 5 (the Court);

WHEREAS, the Court issued the Decision dated 03 May 2019 ordering the **VENDEE** to pay the **VENDOR** the amount of ₱6,120,462.38 as just compensation for the **SUBJECT PROPERTY** and the said Decision has become final and executory.

WHEREAS, the **VENDOR** received from the **VENDEE** the amount of ₱7,589,373.38 representing: (i) the principal obligation of ₱6,120,462.38, and (ii) legal interest of ₱1,468,911.00.

NOW, THEREFORE, for and in consideration of the foregoing premises, the **VENDOR** and the **VENDEE** hereby agree and bind themselves as follows:

1. The **VENDOR** hereby sells, transfers, and conveys in favor of the **VENDEE**, its heirs, assigns and successors-in-interests, all of the **VENDOR's** rights and interests in the **SUBJECT PROPERTY** on "**AS-IS WHERE-IS**" basis;
2. The **VENDEE** acknowledges its receipt, as consideration, of **SEVEN MILLION FIVE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED SEVENTY-THREE AND 38/100 (₱7,589,373.38)**;
3. The **VENDEE** hereby acknowledges its actual possession of the **SUBJECT PROPERTY** and agrees to undertake, at its own expense or without recourse to the **VENDOR**, the ejectment of any occupants;
4. The **VENDEE** waives its right to warranty against eviction and assumes liability therefor and for any and all liens and encumbrances which may affect the **SUBJECT PROPERTY**;
5. The **VENDEE** shall assume payment of all taxes, assessments or other charges and liabilities necessary and incidental to the conveyance and transfer of the **SUBJECT PROPERTY** that may now, or which may hereafter, be imposed by the Republic of the Philippines or any of its agencies or instrumentalities, including but not limited to documentary stamp tax, transfer tax, notarial fee and registration fee as may be necessary to give full force and effect to this instrument. The **VENDEE** acknowledges that pursuant to Revenue Memorandum Circular No. 14-2020, the **VENDOR** is not liable for payment of Capital Gains Tax (CGT). In the event, however, that the **VENDOR** is required to pay CGT pursuant to law/regulation, the **VENDEE** agrees to shoulder the payment of the CGT;
6. The **VENDOR** shall not be responsible for, and the **VENDEE** hereby absolves the **VENDOR** of, any existing claims and interests of third parties over the **SUBJECT PROPERTY**, except that currently annotated on the said Property's title. In case of rescission, for causes not attributable to the **VENDEE**, of this Deed of Absolute Sale, the only obligation to be assumed by the **VENDOR** shall be to return the purchase price to the **VENDEE** without interest upon finality of said rescission or nullification;
7. The **VENDEE** shall undertake all activities to cause the transfer of the title from the registered owner and assume the payment of all taxes and other charges and expenses necessary or incidental in effecting the transfer of the title in its name; and

8. The **VENDEE** shall assume the risks in the event that the **VENDOR's** title to the **SUBJECT PROPERTY** is nullified by a final judgment of a competent court in any case involving the **SUBJECT PROPERTY** and shall hold the **VENDOR** free from any liability arising from eviction or such judgment, such that:
- a) The **VENDOR** shall not reimburse the **VENDEE** of all real estate taxes, costs of improvements, other expenses incurred by it after taking possession of the **SUBJECT PROPERTY** and of all expenses arising from assignment of rights or sale of the **SUBJECT PROPERTY**; and
 - b) The **VENDOR** shall not be liable to the **VENDEE** or its successors-in-interest for damages arising from or in connection with this Deed of Absolute Sale.
9. This Deed of Absolute Sale may be executed in counterparts, each such counterpart shall not be effective until each **PARTY** has executed at least one counterpart and each such counterpart shall constitute an original instrument, but all the counterparts shall together constitute one and the same instrument enforceable in its entirety.

IN WITNESS WHEREOF, the **VENDOR** and the **VENDEE** through their authorized representatives, have hereunto signed this instrument on this _____ at Manila, Philippines.

BANGKO SENTRAL NG PILIPINAS
VENDOR
 TIN: 000-354-790

CITY GOVERNMENT OF TUGUEGARAO
VENDEE
 TIN: 000-558-579

By:

VINCENT Z. BOLIVAR
 Managing Director
 Management Services Sub-Sector

MAYOR MAILA ROSARIO S. TING-QUE
 City Mayor

SIGNED IN THE PRESENCE OF:

 Signature over printed name of the
 Witness for the **VENDOR**

 Signature over printed name of the
 Witness for the **VENDEE**

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, this _____, in _____, personally appeared:

Name	Document	Place Issued
VINCENT Z. BOLIVAR	BSP ID No. [REDACTED]	City of Manila

known to me and to me known to be the same person who executed the foregoing instrument as identified through a competent evidence of his identity as defined by the Rules on Notarial Practice and he acknowledged to me that the same is his free and voluntary act and deed and as authorized by the government institution he represents.

This instrument refers to a Deed of Absolute Sale covering a parcel of land located at Lot 5, Brgy. Centro IV, Tuguegarao City, Cagayan, with TCT No. T-10657, which consists of five (5) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

NOTARY PUBLIC

Doc. No. _____ ;
Page No. _____ ;
Book No. _____ ;
Series of 2024 .

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, this ____ day of _____, in _____, personally appeared:

Name	Document	Date/Place Issued
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MAYOR MAILA ROSARIO S. TING-QUE

known to me and to me known to be the same person who executed the foregoing instrument as identified through a competent evidence of her identity as defined by the Rules on Notarial Practice and she acknowledged to me that the same is her free and voluntary act and deed and as authorized by the government institution she represents.

This instrument refers to a Deed of Absolute Sale covering a parcel of land located at Lot 5, Brgy. Centro IV, Tuguegarao City, Cagayan, with **TCT No. T-10657**, which consists of five (5) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

NOTARY PUBLIC

Doc. No. _____ ;
Page No. _____ ;
Book No. _____ ;
Series of 2024 .



Republic of the Philippines
REGIONAL TRIAL COURT
Second Judicial Region
BRANCH 5
Tuguegarao City, Cagayan

BANGKO SENTRAL NG PILIPINAS,
Plaintiff,

-versus-

CIVIL CASE NO. 8392

**CITY GOVERNMENT OF
TUGUEGARAO, CAGAYAN and
DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS,**

Defendants.

X-----X

WRIT OF EXECUTION

TO: NELSON A. MARCHA
SHERIFF IV

GREETINGS!

WHEREAS, the court rendered its Decision on this case on 03 May 2019, the dispositive portion of which state thus:

“WHEREFORE, on the basis of the foregoing discussion, this court finds for the plaintiff and hereby renders judgment ordering the defendant City Government of Tuguegarao to pay the defendant Bangko Sentral ng Pilipinas P6,120,462.38. In the alternative, the Defendant CGT can close that portion of Macapagal Street and return the possession of the subject land to the plaintiff. No damage shall be awarded because for lack of basis.

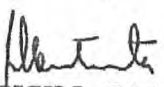
SO ORDERED.”

WHEREAS, the foregoing decision has never been amended, supplemented or modified by any court processes, hence it has become final and executory.

WHEREAS, the plaintiff through counsel filed a Motion to Issue Writ of Execution which was granted by this court in its order dated 27 September 2019.

NOW, THEREFORE, you are hereby commanded to execute the Decision in the above-entitled case including payment in full of your lawful fees for the service of this *writ*.

WITNESS the hand and seal of the **Hon. JEZARENE C. AQUINO**, Presiding Judge of this Court this 11th day of March 2020 at Tuguegarao City, Cagayan.


RODERICK L. BAUTISTA
Clerk of Court V