



Republic of the Philippines  
Department of Education  
Region IV-A CALABARZON  
**SCHOOLS DIVISION OF IMUS CITY**  
Toolong I-C, City of Imus



Division Memorandum No. 128 s. 2014

**To :** **SCHOOL PRINCIPAL**  
(Pilot Elementary School, Gov. DM Camerino Elementary School, Tinabunan Elementary School, Carsadang Bago Elementary School, Alapan 1 Elementary School, Bucandala Elementary School, Bayan Luma 1 Elementary School, Bayan Luma 2 Elementary School, Malagasang 1 Elementary School, Malagasang 2 Elementary School, Malagasang 3 Elementary School, Tanzang Luma Elementary School, Buhay na Tubig Elementary School, Pasong Santol Elementary School, Gen. Emilio Aguinaldo National High School-Main, Anabu 2 Elementary School)  
Mr. Arturo P. Rosaroso Jr.  
Mr. Ronnie B. Yohan

**From :** **LUALHATI O. CADAVEDO, Ph. D.**  
**PSDS/OIC-Schools Division Superintendent**

**Subject :** ***Contract Granting the Right of Usufruct***

**Date :** August 1, 2014

1. There will be a consultative conference on **Contract Granting the Right of Usufruct** initiated by Hon. Eunice C. Ferriol, Chairwoman Committee on Education and Culture, this coming August 4, 2014 at Sangguniang Panlungsod from 2:00 pm until 5:00 pm.
2. You are hereby required to bring any of the following documents;
  - a) Transfer of Certificate of Title
  - b) Deed of Donation
  - c) Deed of Sale
  - d) Tax Declaration
  - e) Special Patent
  - f) Presidential Proclamation
  - g) certified copies of ownership/occupancy documents, and/or
  - h) *Contract Granting the Right of Usufruct (see attachment)***
3. For your guidance and strict compliance.

**CONTRACT GRANTING THE RIGHT OF USUFRUCT**

Date: \_\_\_\_\_

This contract is made between:

**HON. EMMANUEL L. MALIKSI**, City Mayor of Imus with office address at City Hall, Poblacion, Imus City, Cavite hereinafter called the "**Covenantor**"

and

**DR. LUALHATI O. CADAVEDO**, OIC-Office of the Schools Division Superintendent, Division of Imus City with office address at Toclong I-C, Imus City, Cavite, hereinafter called "**Covenantee**".

Whereas the Covenantor is the lawful owner of \_\_\_\_\_, Imus City, Cavite hereinafter called the "**Property**";

Parties to this contract agree to the following terms and conditions:

1. The Covenantor agrees to grant the Covenantee the usufruct of the Property, with possession, use and enjoyment of the said Property, as well as the right of management of the Property.
2. Such usufruct rights shall remain enforce for a period of ..... years.
3. In using the usufruct, the Covenantee shall take as much care of the Property as a person of ordinary prudence would take of his own property.
4. The Covenantee shall not transfer the usufruct to any other persons or unrelated outsiders, except with the Covenantor's prior written consent.
5. The Covenantee shall not use the Property for any unlawful purposes.
6. The Covenantee shall keep the substance of the Property unaltered; and shall undertake ordinary maintenance and petty repairs.
7. The Covenantee shall bear all expenses for the management of the Property; pay taxes and duties; and be responsible for all interest payments on debts charged upon it.
8. The Covenantee shall insure the Property against loss for the benefit of the Covenantor throughout the period of this contract; the insurance premium of which shall be borne by the Covenantee.
9. In case of breach of contract by one party, the other party has the right to terminate the contract.

This contract is made in duplicate. The parties to the contract having read and understood the entire substance of the contract hereby sign their names in the presence of witnesses.

Signed:

**HON. EMMANUEL L. MALIKSI**  
City Mayor  
Covenantor

**LUALHATI O. CADAVEDO, PhD.**  
OIC-Office of the Schools Division Superintendent  
Covenantee

Witnessed: