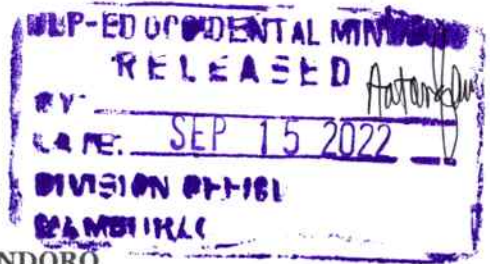




Republic of the Philippines  
**Department of Education**  
 MIMAROPA REGION  
 SCHOOLS DIVISION OF OCCIDENTAL MINDORO



Office of the Schools Division Superintendent

September 14, 2022

**DIVISION MEMORANDUM**  
 No. 000340, s. 2022

**PROCEDURAL GUIDELINES ON THE TITLING OF SCHOOL SITES**

**To: OIC-Assistant Schools Division Superintendent  
 Chief Education Supervisors, SGOD and CID  
 Education Program Supervisors  
 Public Schools District Supervisors  
 School Heads, Public Elementary and Secondary Schools  
 All Others Concerned**

1. In compliance with the mandate of the Department of Education to safeguard the interest of the schools against suits and claims, and in order to securely provide a conducive learning environment for our learners, and provide the school heads local guidelines on the titling of existing school sites, the Schools Division of Occidental Mindoro issues Procedural Guidelines on the Titling of School Sites for the guidance of all concerned.

2. The Division Focal Point Office on School Site Titling is the Legal Unit in coordination and cooperation with the Planning, and Education Facilities Sections. Thus, all concerns that are related to school site acquisition, survey, registration, and titling, including also the usufruct agreement, and special patent shall be lodged to the said units and sections of the SDO.

3. Immediate and wide dissemination, and compliance to the provisions of this Memorandum are earnestly desired.

**LYNN G. MENDOZA, EdD**  
 Assistant Schools Division Superintendent  
 Officer-in-Charge  
 Office of the Schools Division Superintendent

Reference:  
 DO 57, s. 1995, DM 135, s. 2019

Inclosure:  
 Procedural Guidelines

To be indicated in the perpetual index  
 under the following topics:

SCHOOL	SCHOOL SITE	TITLING	GUIDELINES
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OSDS/LU/09.14.2022



✉ Brgy. Payompon, Mamburao, Occidental Mindoro  
 ☎ 0906-550-1840/0929-630-1538  
 ✉ occidental.mindoro@deped.gov.ph  
 📌 DepEd Tayo Occidental Mindoro

## PROCEDURAL GUIDELINES ON THE TITLING OF SCHOOL SITES

- I. The School Head should first identify the classification of the land subject to titling for school sites in order to be guided on which proper procedure and requirements shall be employed. Section 3, Article XII of the 1987 Constitution classifies lands of public domain into (1) agricultural, (2) forest or timber (3) mineral lands and (4) national parks. Only agricultural lands may be alienated and disposed by the State and may be further classified by law according to the uses which they may be devoted. If it cannot be determined from the available school documents, the assistance of local DENR Office can be sought to determine such land classification. Determination of whether the school site is within ancestral domain claim of Mangyan Tribes is within the jurisdiction of the National Commission on Indigenous Peoples (NCIP).
  
- II. The transfer of title of school sites acquired by DepEd through Deed of Donation (Enclosure 1) or Deed of Absolute Sale (Enclosure 2) shall be initiated by the school head with the assistance of the Schools Division Office. The Deed of Donation or Absolute Sale and other documents required for transfer shall be prepared by the school head with the technical assistance to be provided by the Division Legal Unit. The proper conveyance instrument for property which is still in the name of the deceased owner is Extra-Judicial Settlement of Estate with Sale/Donation (Enclosure 3 and 4) or in case of lone heir, an Affidavit of Adjudication with Sale/Donation (Enclosure 5 and 6) which should be published in a newspaper of a general circulation once a week for three (3) consecutive weeks. The school head shall cause the transfer of title or registration of donated/purchased school sites with the Register of Deeds where the site is situated.
  
- III. These are the steps in the transfer of the school site/land title:
  - A. File the required documents at the Bureau of Internal Revenue- Revenue District Office (BIR RDO). Before proceeding to the BIR, personnel concerned must secure the necessary documents, as follows:
    - i. Original copy and two (2) photocopies of the notarized Deed of Absolute Sale/Deed of Donation
    - ii. One (1) owner's duplicate copy and two (2) photocopies of the Original/Transfer Certificate of Title (OCT/TCT)
    - iii. One (1) certified true copy and two (2) photocopies of the latest Tax Declaration for land and improvement of the real property. If the property sold/donated is vacant or no improvements, secure a Sworn Declaration of No Improvement or Certificate of No Improvement issued by the City or Municipal Assessor.

- iv. Tax Identification Numbers (TINs) of the Seller/Donor and Buyer/Donee
    - v. If the person signing on the document is not the owner as it appears on the TCT Special Power of Attorney must be secured. If the signatory in the deed of conveyance is the local chief executive, attach also the Sangguniang Bayan/Baranggay resolution authorizing their local chief executive to sign the conveyance instrument.
  - b. Secure assessment of transfer taxes at the BIR and Authorized Agent Bank. After filing the required documents, a BIR representative will calculate your applicable taxes (Capital Gains Tax, Donor's Tax or Estate Tax and Documentary Stamp Tax).
  - c. File documents at the BIR for the issuance of Certificate Authorizing Registration (CAR) or BIR Clearance.
  - d. Pay the Transfer Taxes and Secure the Tax Clearance at the Local Treasurer's Office.
  - e. File documents at the Registry of Deeds for the issuance of new land title.
  - f. File documents at the Municipal or Provincial Assessor's Office for the issuance of a new Tax Declaration.
- IV. Public school sites which are not yet covered by Torrens Title and is classified as alienable and disposable (public land) may file a request for the issuance of special patent at the Community Environment and Natural Resources Office (CENRO).
- V. These are the steps to be done by the school head in the application of a school site special patent.
  - A. Secure the following documents that should form part of the special patent request folder:
    - 1. Accomplished School Site Special Patent form (Enclosure 7);
    - 2. Historical background of possession to be prepared by School Head;
    - 3. Recent photographs with panoramic view of the land and the improvements thereon
    - 4. Court/Land Registration Authority certification that there is no pending land registration case on the land or any portion thereof (See Enclosure 8 for request template) and
    - 5. Copy of the approved survey
  - B. Submit the documents to the CENRO having jurisdiction over the school site.
- VI. For school sites which are determined to be within the ancestral domain of the indigenous peoples (IPs), the School and the Indigenous Cultural Communities concerned may enter into a Usufruct Agreement (Enclosure 9) for the school to use the ascertained parcel of land as the site for its school and learning facilities. Before having



discussion with and entering into any agreement with the IPs, the school head is directed to coordinate first with the NCIP for proper compliance with the requirements of Republic Act No. 8371 otherwise known as Indigenous Peoples Rights Act (IPRA). The basic documents that are being required to be submitted by the NCIP are the survey map of the school site and IPs Resolution, if any, before they facilitate the process of obtaining the free prior and informed consent of the IPs in entering into the Usufruct Agreement.

- VII. For public school sites still classified as forest lands, the School Head should coordinate with the CENRO to determine the proper land tenurial instrument applicable to the area and the requirements thereof. Upon completion of the documentary requirements, they shall submit the same to the CENRO to facilitate their application for issuance of appropriate land tenurial instrument.
- VIII. For school sites with pending land registration case, the school head shall coordinate with the Division Legal Unit for appropriate technical and legal assistance.
- IX. The processing of school sites identified as Friar Lands shall be undertaken once the existing moratorium is already lifted.
- X. All original copies of documents of school ownership (OCT/TCT, Deed of Usufruct, Land Tenurial Instrument) already in the name of school shall be submitted to the Schools Division Office, through its Records Unit. Said documents shall be turn over by the Records Unit to the Cashier Unit for safekeeping in the vault. Copies of School sites ownership documents may be requested by the school concerned when needed.

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Enclosure 1: Deed of Donation

DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into this \_\_\_ day of \_\_\_ 20\_\_ at \_\_\_\_\_ by and between:

\_\_\_\_\_, of legal age, single with residence at \_\_\_\_\_, hereafter referred to as the DONOR.

-and-

\_\_\_\_\_ (name of institution) with office address at \_\_\_\_\_, represented herein by its Schools Division Superintendent \_\_\_\_\_, hereinafter called as the DONEE.

WITNESSETH:

WHEREAS, the DONOR is the registered/absolute owner of \_\_\_ parcel of land situated in \_\_\_\_\_ and covered by Transfer Certificate of Title No. \_\_\_\_\_ with an area of \_\_\_\_\_ square meters more particularly described as follows:

" \_\_\_\_\_ insert \_\_\_\_\_ technical \_\_\_\_\_ description \_\_\_\_\_ here \_\_\_\_\_ "

WHEREAS, the DONOR for his civic mindedness and affection for his fellowmen, particularly the school children of \_\_\_\_\_, the said DONOR by these presents, voluntarily, gives, transfer and convey by way of Donation unto the said DONEE the \_\_\_ parcel of land of the above-described property with an area of \_\_\_\_\_ square meters, with all the improvements found therein, free from all liens and encumbrances, to be devoted as a school site.

WHEREAS, the DONOR affirms that this donation is not made with intent to deceive his creditors and that he has reserved for himself sufficient funds and properties;

WHEREAS, the DONEE hereby ACCEPTS and receive the donation of the above-described property and manifest its appreciation and gratitude for the kindness and liberality of the herein DONOR.

IN WITNESS WHEREOF, the DONOR and DONEE have hereunto signed this DEED OF DONATION on this \_\_\_ day of \_\_\_\_\_, 20\_\_ in the presence of witnesses.

\_\_\_\_\_  
DONOR

**THE DONATION IS ACCEPTED**

REPUBLIC OF THE PHILIPPINES  
Represented by the Department of Education  
Division of Occidental Mindoro

By: \_\_\_\_\_  
Schools Division Superintendent

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) ss.

BEFORE ME, a Notary Public for and in the province of \_\_\_\_\_, personally appeared:

Name	Competent Evidence of Identity	Date/Place Issued
_____	_____	_____
_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of \_\_ pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal

WITNESS MY HAND AND SEAL on this \_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Notary Public**

Doc No. ....;  
Page No. ....;  
Book No. ....;  
Series of 20\_\_.

DEED OF ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

These DEED OF ABSOLUTE SALE is made, executed, and entered into by:

(NAME OF SELLER), of legal age, single/married to (NAME OF SPOUSE if any), Filipino, and with residence and postal address at (ADDRESS OF SELLER), hereinafter referred to as SELLER

-and-

(NAME OF INSTITUTION), with office address at \_\_\_\_\_, represented herein by the Schools Division Superintendent \_\_\_\_\_, hereinafter referred to as the BUYER.

WITNESSETH:

WHEREAS, the SELLER is the registered owner of a parcel of land with improvements located at \_\_\_\_\_ and covered by Transfer Certificate of Title No. \_\_\_\_\_ containing a total area of \_\_\_\_\_ square meters, more or less, and more particularly described as follows:

" \_\_\_\_\_ insert \_\_\_\_\_ technical \_\_\_\_\_ description \_\_\_\_\_ here  
\_\_\_\_\_  
\_\_\_\_\_ "

WHEREAS, the BUYER has offered to buy and the SELLER has agreed to sell the above-mentioned property for the amount of \_\_\_\_\_.

NOW THEREFORE, for and in consideration of the sum of \_\_\_\_\_, hand paid by the vendee to the vendor, the SELLER DO HEREBY SELL, TRANSFER, and CONVEY by way of Absolute Sale unto the said BUYER the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale.

(NAME OF SELLER)  
Seller

(NAME OF BUYER)  
Buyer

With Marital Consent

\_\_\_\_\_  
SIGNED IN THE PRESENCE OF:  
\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_ ) ss.

BEFORE ME, a Notary Public for and in the province of \_\_\_\_\_, personally appeared:

Name	Competent Evidence of Identity	Date/Place Issued
_____	_____	_____
_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of \_\_ pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal

WITNESS MY HAND AND SEAL on this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Notary Public**

Doc No. ....;  
Page No. ....;  
Book No. ....;  
Series of 20\_\_.



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Enclosure 3: Deed of Extrajudicial Settlement with Absolute Sale

DEED OF EXTRAJUDICIAL SETTLEMENT WITH ABSOLUTE SALE

KNOW ALL MEN BY THESE PRESENTS:

That this DEED OF EXTRAJUDICIAL SETTLEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_, 20\_\_ at \_\_\_\_ by:

\_\_\_\_, of legal age, Filipino and a resident of \_\_\_\_;
\_\_\_\_, of legal age, Filipino and a resident of \_\_\_\_;
\_\_\_\_, of legal age, Filipino and a resident of \_\_\_\_;

WITNESSETH:

WHEREAS, we are the sole heirs of the deceased \_\_\_\_ who died on \_\_\_\_ at \_\_\_\_, copy of his death certificate is hereto attached as Annex A;

WHEREAS, \_\_\_\_ died intestate, without Will or Testament, and without any outstanding debts in favor of any person or entity;

WHEREAS, \_\_\_\_ is the absolute and registered owner of two parcels of land located at \_\_\_\_ covered by Transfer Certificate of Title No. \_\_\_\_ and \_\_\_\_, respectively, of the Registry of Deeds of \_\_\_\_ and more particularly described as follows:

(Technical Description of the Property)

“
\_\_\_\_
\_\_\_\_
\_\_\_\_”

WHEREAS, pursuant to Rule 74, Sec. 1 of the Revised Rules of Court of the Philippines, and being with full capacity to contract, we do hereby adjudicate unto ourselves the parcel of land described above, in equal shares.

FURTHER, FOR AND IN CONSIDERATION of the sum of \_\_\_\_ (\_\_\_\_), Philippine Currency, the receipt of which is hereby acknowledged in full sum from \_\_\_\_, in his/her capacity as \_\_\_\_, of legal age, Filipino and with Office address at \_\_\_\_, we do hereby SELL, TRANSFER, CONVEY and DELIVER, by way of ABSOLUTE SALE, unto said \_\_\_\_, its assigns and successors in interest, the property above-described with all the improvements existing thereon;

THAT we hereby warrant our valid title to and peaceful possession of the property herein sold and conveyed and further declares that the same is free from all liens and encumbrances.

IN WITNESS WHEREOF, we hereunto set our hand on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at \_\_\_\_\_.

The Heirs of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Buyer

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) ss.

BEFORE ME, a Notary Public for and in the province of \_\_\_\_\_, personally appeared:

Name	Identification Card Number	Date/Place Issued
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of \_\_ pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal

WITNESS MY HAND AND SEAL on this \_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

Notary Public

Doc No. ....;  
Page No. ....;  
Book No. ....;  
Series of 20\_\_.

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Enclosure 4 : Deed of Extrajudicial Settlement of Estate With Deed of Donation

DEED OF EXTRAJUDICIAL SETTLEMENT OF ESTATE  
WITH DEED OF DONATION

KNOW ALL MEN BY THESE PRESENTS:

This DEED OF EXTRAJUDICIAL SETTLEMENT WITH DONATION, made and executed into this \_\_\_\_\_ day of \_\_\_\_\_ by:

\_\_\_\_\_ of legal age, single/married, resident of \_\_\_\_\_; \_\_\_\_\_ of legal age, single/married, resident of \_\_\_\_\_; and \_\_\_\_\_ of legal age, single/married, resident of \_\_\_\_\_, hereinafter called the "DONORS",

And

The Republic of the Philippines DEPARTMENT OF EDUCATION SCHOOLS DIVISION OF OCCIDENTAL MINDORO, a national government agency of the Republic of the Philippines, with office address at So. Dapi, Brgy. Payompon, Mamburao, Occidental Mindoro, represented by its Schools Division Superintendent \_\_\_\_\_ hereinafter called the "DONEE".

State:

WHEREAS, the DONORS are the only surviving heirs of the late \_\_\_\_\_ who died on \_\_\_\_\_ at \_\_\_\_\_, a copy of his death certificate is hereto attached as Annex A;

WHEREAS, \_\_\_\_\_, died intestate, without Will or Testament, and without any outstanding debts in favor of any person or entity;

WHEREAS, That the late \_\_\_\_\_ left an estate, a certain parcel of land situated at \_\_\_\_\_, Occidental Mindoro containing an area of \_\_\_\_\_ SQUARE METERS (\_\_\_\_\_ sq. m), more or less, and covered by Transfer Certificate of Title \_\_\_\_\_ of the Registry of Deeds of \_\_\_\_\_, Occidental Mindoro, a copy of the said Title is attached and made an integral part of this document as Annex B;

WHEREAS, pursuant to Rule 74, Sec. 1 of the Revised Rules of Court and with full capacity to contract, herein heirs do hereby adjudicate unto themselves their heirs, successors and assigns; the parcel of lands described above, in equal shares;

The \_\_\_\_\_ (\_\_\_\_\_ sq. m) more or less from the said \_\_\_\_\_ sq. m. is hereby donated to the DONEE and for the exclusive use, relocation, establishment and improvement of \_\_\_\_\_ SCHOOL;

That for and in consideration of a desire to contribute a share for the cause of education and the Filipino students which the DONEE inspires in the DONORS through the efforts and sacrifices of \_\_\_\_\_ and as an act of liberality and generosity, the DONORS hereby voluntarily and freely transfer and convey, by way of donation to the DONEE, his successors

and assign, all the rights, title and interest which said DONORS have in the above described real property, together with all the buildings and improvements found therein, free from all liens, encumbrances and charges whatsoever.

That the DONORS hereby warrant for the purpose of giving full effect and validity to this donation, that DONORS, have the legal right to make this donation of said property being the free portion under the new Civil Code and other existing laws, which they can freely dispose of.

That the DONEE hereby accepts the donation and has taken legal possession of the property and hereby expresses her appreciation and gratefulness for the kindnesses and generosity of the DONORS.

IN WITNESS WHEREOF, the DONORS and the DONEE have hereunto subscribed their names this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Donor

**THE DONATION IS ACCEPTED:**

REPUBLIC OF THE PHILIPPINES  
Represented by the DepEd, Occidental Mindoro

By: \_\_\_\_\_  
OIC-Schools Division Superintendent

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_



ACKNOWLEDGMENT

Republic of the Philippines )  
Province of Occidental Mindoro )S.S  
Municipality of \_\_\_\_\_ )

BEFORE ME, a Notary Public, on this \_\_\_\_\_, 2020 for the  
\_\_\_\_\_, Philippines, personally appeared the following:

Name	Competent Evidence of Identity	Date of Issue
1.		
2.		

known to me and to me known to be the same persons who executed the foregoing Deed of Donation of Real Property, and they acknowledged to me that the same is their free act and deed.

This instrument consist of the three (3) pages including the page on which this acknowledgement is written and signed at the left margin of each and every page of the parties executing this instrument and their witnesses.

WITNESS MY HAND AND SEAL on the day and place above written.

Notary Public

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2022

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Enclosure 5: Affidavit of Self-Adjudication with Sale

AFFIDAVIT OF SELF -ADJUDICATION  
WITH SALE

I \_\_\_(insert name of heir)\_\_\_, of legal age, \_\_\_(insert civil status)\_\_\_, with residence address at \_\_\_\_\_(address)\_\_\_\_\_ after having been duly sworn in accordance with law, depose and state:

1. That I am the sole heir of the deceased \_\_\_(name)\_\_\_ who died on \_\_\_(date)\_\_\_ at \_\_\_(place)\_\_\_;
2. A copy of the death certificate of the deceased is attached hereto;
3. That said deceased died intestate, without any last will or testament, and without any outstanding debts in favor of any person or entity;
4. That the deceased left a certain parcel of land more particularly described as follows:

" \_\_\_\_\_(insert technical description of property)\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ "

5. That pursuant to Rule 74, Sec. 1 of the Rules of Court, I hereby adjudicate unto myself the above-described real estate by means of this Affidavit and hereby files the same with the Register of Deeds of \_\_\_\_\_ with the request that the said adjudication be made effective without judicial proceeding as prescribed by the aforementioned provision of the Rules of Court;
6. That for and in consideration of the sum of \_\_\_\_\_, hand paid to me by \_\_\_(name of institution)\_\_\_, with office address at \_\_\_\_\_, represented herein by the Schools Division Superintendent \_\_\_\_\_, to my full satisfaction and benefit, and receipt hereof is hereby acknowledged by me, I hereby SELL, TRANSFER, and CONVEY by way of Absolute Sale unto the said BUYER the certain parcel of land together with all the improvements found thereon, free from all liens and encumbrances of whatever nature including real estate taxes as of the date of this sale;
7. That I further undertake and obligate and execute any and all documents, instruments, and deeds necessary, appropriate or required to effectuate this Absolute Sale and the provisions herein contained; and
8. That I execute this affidavit to attest to the truth of the foregoing facts and for whatever legal intents and purposes this may serve.



## Enclosure 6: Affidavit of Self-Adjudication with Donation

AFFIDAVIT OF SELF-ADJUDICATION  
WITH DONATION

I \_\_\_\_ (insert name of heir) \_\_\_\_, of legal age, \_\_\_\_ (insert civil status) \_\_\_\_, with residence address at \_\_\_\_\_ (address) \_\_\_\_\_ after having been duly sworn in in accordance with law, depose and state:

1. That I am the sole heir of the deceased \_\_\_\_ (name) \_\_\_\_ who died on \_\_\_\_ (date) \_\_\_\_ at \_\_\_\_ (place) \_\_\_\_;
2. A copy of the death certificate of the deceased is attached hereto;
3. That said deceased died intestate, without any last will or testament, and without any outstanding debts in favor of any person or entity;
4. That the deceased left a certain parcel of land more particularly described as follows:

“ \_\_\_\_\_ (insert technical description of property) \_\_\_\_\_ ”

5. That pursuant to Rule 74, Sec. 1 of the Rules of Court, I hereby adjudicate unto myself the above-described real estate by means of this Affidavit and hereby files the same with the Register of Deeds of \_\_\_\_\_ with the request that the said adjudication be made effective without judicial proceeding as prescribed by the aforementioned provision of the Rules of Court;
6. That the \_\_\_\_\_ (\_\_\_\_\_ sq. m) more or less from the said \_\_\_\_\_ sq. m. is hereby donated to the DONEE and for the exclusive use, relocation, establishment and improvement of \_\_\_\_\_ SCHOOL;
7. That for and in consideration of a desire to contribute a share for the cause of education and the Filipino students which the DONEE inspires in the DONOR through the efforts and sacrifices of \_\_\_\_\_ and as an act of liberality and generosity, the DONOR hereby voluntarily and freely transfer and convey, by way of donation to the DONEE, his successors and assign, all the rights, title and interest which said DONOR have in the above described real property, together with all the buildings and improvements found therein, free from all liens, encumbrances and charges whatsoever;
8. That the DONOR hereby warrant for the purpose of giving full effect and validity to this donation, that DONOR, have the legal right to make this donation of said property being the free portion under the new Civil Code and other existing laws, which he can freely dispose of;
9. That the DONEE hereby accepts the donation and has taken legal possession of the property and hereby expresses her appreciation and gratefulness for the kindnesses and generosity of the DONOR;



IN WITNESS WHEREOF, I have hereunder signed my name this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
(NAME OF AFFIANT)  
Affiant/Dono

**THE DONATION IS ACCEPTED:**

REPUBLIC OF THE PHILIPPINES  
Represented by the Department of Education  
Division of Occidental Mindoro

By: \_\_\_\_\_

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
\_\_\_\_\_ ) ss.

BEFORE ME, a Notary Public for and in the province of \_\_\_\_\_, personally appeared:

Name	Identification Card Number	Date/Place Issued
_____	_____	_____
_____	_____	_____

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same are their free act and voluntary deed.

This instrument, consisting of \_\_ pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page thereof by the concerned party and witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL on this \_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_.

**Notary Public**

Doc No. ....;  
Page No. ....;  
Book No. ....;  
Series of 20\_\_.

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Enclosure 7: Request for Issuance of School Site Special Patent

Republic of the Philippines  
Department of Environment and Natural Resources  
Community Environment and Natural Resources Office

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REQUEST FOR ISSUANCE OF  
SCHOOL SITE PATENT

Name of School: \_\_\_\_\_  
Location: \_\_\_\_\_  
Division of School Superintendent/ Authorized Officer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact No. \_\_\_\_\_ E-mail: \_\_\_\_\_  
Lot No. \_\_\_\_\_ Pls. \_\_\_\_\_  
Cad. \_\_\_\_\_  
Area \_\_\_\_\_

\_\_\_\_\_  
Division Superintendent/ Authorized Officer

Attachments:

- \_\_\_\_\_ Historical Background of possession/occupation
- \_\_\_\_\_ Recent photographs with panoramic view and improvements
- \_\_\_\_\_ Court certification of no pending land registration case

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_  
at \_\_\_\_\_.

\_\_\_\_\_  
Officer Authorized to Administer Oath

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*Enclosure 8: Request for Certification of No Pending Land Registration Case*

\_\_\_\_ (Date)

**The Clerk of Court**

Regional Trial Court, Branch \_\_\_\_

\_\_\_\_, Occidental Mindoro

Sir/Ma'am:

Greetings!

The undersigned, in (*his/her*) official capacity as the School Head of \_\_\_\_\_, most respectfully request from your good office a certification of no pending land registration case for a parcel of land located at \_\_\_\_\_, Occidental Mindoro particularly described as follows:

Lot No: \_\_\_\_\_

Cad: \_\_\_\_\_

Pls: \_\_\_\_\_

Area: \_\_\_\_\_

The said certification will be used as one of the requirements for the application for Special Patent of the above described school site to be submitted before the Community Environment and Natural Resources Offices (CENRO).

This request is made pursuant to Section 22, Article 141 of the Rules of Court stating that the Republic of the Philippines, its agencies and instrumentalities are exempt from paying the legal fees provided in the Rule.

Very truly yours,

\_\_\_\_\_  
School Head

\_\_\_\_\_ School

**USUFRUCT AGREEMENT**  
**(KASUNDUAN NG PAGGAWAD NG KARAPATAN SA GAMIT SA LUPA)**

**KNOW ALL MEN BY THESE PRESENTS:**  
**TANTUIN NG SINUMAN:**

This Usufruct Agreement was entered into and executed by and between:  
 Ang Kasunduang ito ay sa pagitan at isinagawa ng:

The **Indigenous Cultural Communities (ICCs)/ Indigenous Peoples (IPs)** of \_\_\_\_\_, Occidental Mindoro, represented herein by their duly authorized Council of Elders \_\_\_\_\_, of legal age, resident of \_\_\_\_\_, as evidenced by community resolution which is attached and made an integral part of this Agreement, and hereinafter referred to as the **FIRST PARTY**.

Ang **Katutubong Pamayanang Kultural** ng \_\_\_\_\_, Kanlurang Mindoro na dito ay kinakatawan ng kanilang pinahintulatang Punong Nakatatanda na si \_\_\_\_\_, nasa hustong gulang, at residente ng \_\_\_\_\_, na pinatutunayan ng ditto ay nakalakup na resolusyon ng pamayanan, at ditto ay kikilalanin bilang Unang Partido

- and -

- at -

The **(Name of the School)**, an agency of the government, with principal address at \_\_\_\_\_ represented in this Agreement by \_\_\_\_\_ as \_\_\_\_\_ and hereinafter referred to as the **SECOND PARTY**;

Ang ( \_\_\_\_\_ ), isang ahensyang pampamahalaan, na may pangunahing tanggapan sa \_\_\_\_\_, na kinakatawan sa kasunduang ito ni \_\_\_\_\_ bilang \_\_\_\_\_ at dito ay kikilalanin bilang Ikalawang Partido;

**WITNESSETH:**

WHEREAS, the **FIRST PARTY** is the owner of that ancestral domain within which the school site of the Second Party is located;

SAPAGKAT, ang Unang Partido ay may-ari ng lupaing ninuno kung saan ang eskwelahang kinakatawan ng Unang partido ay matatagpuan;

WHEREAS, the said ancestral domain is already covered by Certificate of Ancestral Domain Title (CADT) No. \_\_\_\_\_ duly issued pursuant to the provision of RA 8371;

SAPAGKAT, ang natural lupaing ninuno ay nakapaloob sa CADT No. \_\_\_\_\_ na naigawad sang-ayon sa probisyon ng RA 8371;



WHEREAS, the indigenous concept of ownership under Section 5 of R.A. 8371, generally holds that ancestral domains are the ICC's/IP's private but community property which belongs to all generations and therefore cannot be sold, disposed or destroyed.

SAPAGKAT, ang katutubong konsepto ng pagmamay-ari sa ilalim ng Seksyon 5 ng Batas Republika Bilang 8371, sa kalahatan ay nagsasabi na ang lupaing ninuno ay pribado ngunit komunal na pagmamay-ari ng lahat ng henerasyon, at magkagayon ay hindi maaaring ipagbili, ipamigay o sirain;

WHEREAS, it was stated under Section 7 of RA 8371 that the rights of ownership and possession of ICCs/IPs with their ancestral domains shall be recognized and protected. Such rights shall include, inter alia, rights of ownership and the right to develop, control and use lands and territories traditionally occupied, owned, or used by them;

SAPAGKAT, itinatadhana sa ilalim ng Seksyon 7 ng Batas Republika Bilang 8371 na ang karapatan sa pagmamay-ari at pag-angkin sa lupaing ninuno ng mga katutubo ay kikilanlin at igagalang. Kasama sa naturang mga karapatan, ang karapatan sa pagmamay-ari, pagpapaunlad, kontrol at gamit ng lupa at teritoryong tradisyunal na inuukupahan, pagmamay-ari o gamit ng mga katutubo;

WHEREAS, Section 28 of IPRA stated that the State shall provide a complete adequate and integrated system of education, relevant to the needs of the children and young people of ICCs/IPs.

SAPAGKAT, isinasaad ng Seksyon 8 ng IPRA na ang estado ay magbibigay ng kompleto, sapat at naaangkop na sistema ng edukasyon, na nakabatay sa pangangailangan ng mga bata at kabataang katutubo

WHEREAS, the **SECOND PARTY** desires as it is committed, to serve the basic educational needs of the **FIRST PARTY** but would need the appropriate site where it could construct, establish and maintain school and other related educational facilities;

SAPAGKAT, ang **IKALAWANG PARTIDO** ay naghahangad na makapagbigay ng batayang pangangailangang pang-edukasyon ng **UNANG PARTIDO** subalit kinakailangan ang nararapat na lugar para magtayo at magpanatili ng paaralan at iba pang pasilidad pang-edukasyon;

WHEREAS, the **FIRST PARTY** also recognizes the need for a school site/compound within their ancestral domain and is ready and willing to grant, by way of **USUFRUCT** to **SECOND PARTY**, a portion of that ancestral domain for educational purpose under the terms and condition enumerated under these agreement;

SAPAGKAT, ang **UNANG PARTIDO** ay kinikilala ang pangangailangan para sa isang paaralan sa kanilang lugar sa loob ng lupaing ninuno at handa at pumapayag na magkaloob, sa pamamagitan ng **USUFRUCT**, ang isang bahagi ng lupang ninuno para sa layuning pang-edukasyon sa ilalim ng pasubali ay kondisyon na inihayag sa kasunduang ito:

**NOW THEREFORE**, for and in consideration of the aforementioned premises and mutual covenants, both parties hereby agreed as follows:

NGAYON, SAMAKATUWID, para sa at pagsasaalang-alang ng mga pangunang salaysay at kusang-loob na pakikipagkasunduan, ang parehong partido ay nagkakasundo gaya ng mga sumusunod:

- I. The **FIRST PARTY** grants and conveys unto the **SECOND PARTY**, by way of USUFRUCT, the perpetual use of that portion of the their ancestral domain which is more specifically described thus:  
Ang UNANG PARTIDO ay nagkakaloob at nagsasalin sa IKALAWANG PARTIDO sa pamamaraan ng paggagawad ng karapatan tanging-gamit sa lupa (usufruct), ang isang bahagi ng lupaing ninuno na dito ay tutukuyin gaya ng mga sumusunod:

*"That portion containing an area of \_\_\_\_\_ (\_\_\_\_\_) Square Meters, more or less, located at \_\_\_\_\_, Occidental Mindoro and bounded thus: North: \_\_\_\_\_; East: \_\_\_\_\_; West: \_\_\_\_\_ and South: \_\_\_\_\_;"* (the sketch plan of which is made an integral part hereof and hereto attach as Annex "B").

II. **TERMS AND CONDITIONS:**  
**PASUBALI AT MGA KONDISYON:**

- 1 The **SECOND PARTY** shall devote the same as a school site and that it shall construct, install or put up school buildings by itself or thru other government agencies/instrumentalities and/or with the help of school committees/association in the said site;

Ang IKALAWANG PARTIDO ay ilalaan ang naturan bilang lugar ng paaralan at ito ay gagawa o maglalagay ng gusaling pampaaralan sa kanyang sarili o sa pamamagitan ng iba pang ahensya ng pamahalaan, kanyang mga sangay at/o sa pamamagitan ng mga lupon at organisasyon sa paaralan ng nasabing lugar.

- 2 The Usufruct over the site shall continue to remain in force and effect until there is no more need for the delivery of educational services .

Ang pagkakaloob ng karapatan sa gamit at pakinabang sa lupa ay mananatili hanggang dumating ang panahon na ang naturang lugar ay hindi na kakailanganin para sa serbisyong pang-edukasyon.

- 3 The **FIRST PARTY** shall not unduly interfere with the **SECOND PARTY** in the proper preservation, maintenance and management of the school site/premises and facilities covered by this AGREEMENT *except* under conditions provided for in the applicable laws, rules and regulations.

Ang UNANG PARTIDO ay hindi hahadlang sa IKALAWANG PARTIDO para sa angkop na pagpapanatili, pangangalaga at pamamahala ng paaralan at mga

pasilidad nito na sakop nitong kasunduan maliban sa mga kondisyong hayag sa umiiral na batas, panuntunan at regulasyon;

- 4 That upon extinguishment of this USUFRUCT AGREEMENT under the conditions set forth by the Civil Code of the Philippines and related laws, all the physical improvements effected on the property shall still be owned by the SECOND PARTY;

Na sa pagkawala ng karapatan sa gamit sa lupa sang-ayon sa itinatadha ng ng Kodigo Sibil ng Pilipinas at mga kaugnay na batas, ang lahat ng pisikal na pagpapaunlad na naisagawa sa naturang paaralan ay mananatiling pagmamay-ari ng IKALAWANG PARTIDO

- 5 That nothing in the provision of this agreement shall diminish the rights provided for the ICCs/IPs under the IPRA and other related laws.

Na walang probisyon sa kasunduang ito ang magbabawas sa karapatan ng mga katutubo naitinatakda sa IPRA at iba pang kaugnay na batas;

- 6 The grant of usufruct to the SECOND PARTY shall not be transferable to any other entities.

Ang gawad ng gamit sa lupa sa IKALAWANG PARTIDO ay hinid maaaring isalin sa iba.

- 7 This agreement maybe amended only upon mutual agreement of the principal parties.

Ang kasunduang ito ay maaari lamang baguhin ayon sa kusang-loob na kasunduan ng magkabilang panig.

IN WITNESS WHEREOF, we have hereunto affixed our signature this \_\_\_ day of \_\_\_\_\_, 201\_\_ at \_\_\_\_\_, \_\_\_\_\_, Occidental Mindoro.

Bilang saksi, ay inilapat naming ang aming mga lagda sa ibabaw ng aming mga pangalan ngayong ika- \_\_\_ ng \_\_\_\_\_, 201\_\_ dito sa \_\_\_\_\_, Kanlurang Mindoro

ICCS/IPs of \_\_\_\_\_ (Grantor) ( \_\_\_\_\_ Name of School \_\_\_\_\_ ) (Usufructuary)

By: \_\_\_\_\_ Authorized Elder By: \_\_\_\_\_

Witnesses

\_\_\_\_\_

\_\_\_\_\_



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES            )  
PROVINCE OF OCCIDENTAL MINDORO)    S.S.  
MUNICIPALITY OF \_\_\_\_\_ )

BEFORE ME this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ in the Municipality of \_\_\_\_\_, Province of Occidental Mindoro, Philippines, personally appeared:

**Competent Evidence of Identity**

1. \_\_\_\_\_
2. \_\_\_\_\_

known to me to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their free act and deed.

This instrument, consisting of \_\_\_\_\_ ( ) pages, including the page on which this acknowledgement is written, have been signed on the left margin of each and every page thereof by parties hereto and their witnesses, and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand, the day, the year, and the place above written.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 202\_\_