

GLORIA PARTIAL SPACE RENTAL

215 Gloria St., Brgy Suklayin
Baler, Aurora
CP No. 0907-704-1057

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease, made and entered into this 1st day of January, 2023 in the Town of Baler Aurora, Philippines by and between:

OFELIA DG. AHMED, of legal age, married, Filipino and a resident of Baler, Aurora, hereinafter referred to as LESSOR,

-and-

PHILIPPINE COCONUT AUTHORITY (PCA) a government corporation created and organized by virtue of President Decree 1468, as amended, with main office at Diliman, Quezon City, represented by Regional Manager-III, DENNIS D. ANDRES, hereinafter referred to as the **LESSEE**:

WITNESSETH:

That, the LESSOR is the absolute owner of GLORIA PARTIAL SPACE RENTAL, a commercial building at 215 Gloria St., Brgy Suklayin, Baler, Aurora.

That for in consideration of the payment of the rent and of the conditions and covenants hereafter contained, the LESSOR have agreed to lease unto the LESSEE, and the latter have agreed to lease, accept as he hereby accept under the lease of 100 sq.meters office area of Gloria Partial space Rental hereafter referred to as the PROPERTY, under the following terms, covenants and conditions:

1. **TERMS:** The term of the LEASE is for one (1) year commencing on January 1, 2023 and expiring on December 31, 2023 provided **there** will be a 10% increase after every two (2) years renewable on agreement of both parties; provided; give a written notice to the LESSOR at least 30 days before the LESSEE intends to terminate and vacate the premises.
2. **RENTAL PAYMENT:** The rental shall be at the following rate per month in Philippine Currency, exclusive of the Value Added Tax (VAT) or any increased thereof, under the following schedules, payable on or before the 5th day of each month at the principal office of the LESSOR, it being understood that in case of default in the payment of said rental if and when the same became due and demandable, the amount of rental owing shall bear interest the rate of 3% per month until fully paid. Payment of such interest shall be considered as penalty such default an shall not preclude LESSOR from terminating the contract and eject the LESSEE as hereafter set forth.

PERIOD OF COVERED

January 1-December 31, 2023

RENTAL PER MONTH

PhP 29,161.00

3. **DEPOSIT AND ADVANCE REQUIREMENT:** The LESSEE shall pay to the LESSOR advance rental of one(1) month which shall be applied to the first month of the lease, and one (1) month which shall be applied to the first month of the lease, and one(1) month rentals as deposit upon signing of this Contract of Lease, withdrawable at the expiration of this contract provided, however, that the LESSEE presents and submits to the LESSOR a written certification or clearance from the agencies extending utility services to the effect that the former is free from any arrears, bills or charges.
4. **RIGHTS OF LEASE NON-TRANSFERABLE:** The LESSEE shall not directly or indirectly sublease, assign, or transfer its right of lease over the leased premises or any portion thereof under any circumstances whatsoever and any such contract made in violation of this clause shall be null and void;
5. **ALTERATION AND IMPROVEMENTS** - That the LESSEE shall not make or introduce any alteration or improvement in the leased premises without first obtaining the written approval or consent of the LESSOR, and any all improvements or alterations so introduced or made shall accrue to the building and shall become the property of the LESSOR upon their installation without any obligation to reimburse any expense incurred for such alterations or improvements.
6. **ELECTRICITY AND UTILITIES:** During the term of the lease, all charges of utilities such as telephone, electricity, gas, water and other services as well as government taxes except real estate taxes in connection with the lease shall be borne by the LESSEE.
7. **INSPECTION:** The LESSEE shall maintain the said premises in good and tenantable conditions, and for such purposes the LESSOR or his authorized representative reserve the right at any reasonable time to inspect the said premises.
8. **LOSS OR DAMAGES:** The LESSOR shall not be liable for loss or damages to goods or property, or for injuries to persons, in upon, or about the leased premises for any cause, whatsoever, including acts of occupancy or employment of said premises by LESSEE or by third person and LESSEE hereby agrees to indemnify and hold harmless LESSOR from any and all claims for damages and responsibilities on account of such loss or damage to goods or property or any such injury to persons.
- Anything to the contrary herein contained notwithstanding, LESSOR reserve the right to terminate this contract should at any time chemical fumes, odor, noise or other emanation from and within the leased premises cause injury, damage or inconvenience or discomfort to other tenants of the building or to the public, or upon the complaints or such persons.
9. **DEFAULT:** If the rental herein stipulated or any part thereof, at any time, shall be in arrears or unpaid for a total of two(2) months or if the tenant shall at anytime fail or neglect to perform or comply with any of the covenants, conditions, agreements or restrictions stipulated, or if the tenant/LESSEE shall become bankrupt or insolvent or shall compound with its creditors then and in any such above cases, this Contract of Lease shall be automatically terminated and cancelled, and rendered without further force and effect of option of the LESSOR even without any judicial pronouncement, and premises shall be vacated peacefully by the LESSEE and for LESSOR or any persons duly authorized in his behalf, without any formal notice or demand to enter into and upon said leased premises without prejudice on the part of the LESSOR to exercise any and all the rights arising from his contract and those given by law.

LESSOR is further given authority and granted the right to retain custody of any and all personal properties which may be found in the leased premises to dispose of the same for the satisfaction of any claims which may due from the LESSEE to the LESSOR, it being understood that should the value of the personal properties so disposed of be not sufficient to cover such claims, LESSOR have the right to sue for the deficiency.

Upon default of the LESSEE with respect to his obligations specified in this contract, LESSOR is further granted the right to cut-off, withheld and/or suspend services such as but not limited to janitorial services, water, electric current, telephone, upon seven(7) days advance notice thereof given to the tenant and until such time that the tenant has complied with his obligations.

10. **SERVICE INTERRUPTIONS:** That the LESSOR shall not be responsible in electric, water and other facilities where such interruption are caused by circumstances beyond the control of the LESSOR or by unforeseen circumstances; and any loss of business, damages or injury which may caused LESSEE by such interruptions shall not be the responsibility of the LESSOR.
11. **ABANDONMENT:** Should LESSEE be in the arrears in the payment or payment of rental and/or other accounts in favor of the LESSOR and/or the premises be closed for business or unused, without notice of closure furnished to LESSOR, the latter may, at its option and sole decision, look the premises and consider the premises abandoned or lock-out, LESSOR shall have the absolute right to open the premises, remove the same from the premises and place them in the storage and for which storage LESSEE shall be answered and pay for shortage charges in the sum of no less than ONE HUNDRED PESOS per day; PROVIDED, FURTHER, that should the amount deposited by the LESSEE as per Section 3 hereof be insufficient to answer for that obligation, the effects removed from the premises and placed in storage shall be considered taken under constructive pledge and disposed of by the LESSOR under the applicable provision of the new Civil Code, on public auction of pledged articles and the proceed applied to LESSEE'S unsettled obligations. Should the proceeds of the sale be not sufficient to cover the obligations of the LESSEE, LESSEE shall continue to be liable for the balance remaining unpaid.
12. **REPAIR:** The LESSEE shall its own expense maintain the leased area in good order. All expenses for the repair of locks, electrical switches, plumbing and other minor repairs shall be account for the LESSEE. When the premises are returned to LESSOR, these items must be intact and in good working condition. Any missing or defective material or fixtures will be charged to be deposit.
13. **SIGNS, ADVERTISEMENT, ETC.:** The LESSEE shall not affix, inscribe or paint any notice, sign or other advertising medium on any part of the building except on prior written permission from the LESSOR. Any painting, display or advertisement in the leased premises which incident, immoral, or offensive, to public morals and good taste, placed by the LESSEE will be removed, as the LESSEE hereby empowers the LESSOR to removed such inscription, etc. without any liability to reimburse any cost or value thereof.
14. **USE OF PREMISES:** The LESSEE shall not use the leased premises other than unless those terms and conditions exclusively mentioned. If found with other used without the written consent of the LESSOR, the LESSOR has the choice to a: rescind this contract; b. increased the rent; c. compel the LESSEE to stop new activities.
15. **PROHIBITION:** The LESSEE shall not bring into or store in the leased premises anything of highly inflammable nature or explosive material, all kinds of intoxicating liquids, any prohibited nor regulated drugs and any other related substance except as authorized by law.
16. **FAILURE TO SURRENDER THE PREMISES:** If said premise be not surrendered at the expiration of term, the LESSEE, shall be responsible to the LESSOR for all damages which the LESSOR shall suffer by reason thereof and will indemnify the LESSOR against any all claims made by any succeeding tenant against the LESSOR.
17. **JUDICIAL INTERVENTION:** In case of violation or infringement of any of the foregoing terms and conditions, the LESSOR reserve the right to terminate immediately this lease and the LESSEE agrees to vacate forthwith the premises and the LESSOR to forcibly and forcefully recover and take possession of the same, if the former refuses, without need of court proceedings.

18. **TERMINATION OR AUTOMATIC CANCELLATION OF LEASE:** This lease shall be automatically terminated if any of the following causes supervene:


- a. Upon termination of the leased period unless the lease is extended or renewed;
- b. For failure to comply with any of the terms, covenants and conditions of this contract;
- c. For abandonment of the leased premises as defined in number 11 of this contract; and
- d. For use of the premises other than specified in this contract.


19. **NON-WAIVER:** Failure of LESSOR to insist in one or more instances upon strict performance of any of the covenants of this contract and/or exercise any right or option herein contained shall not be construed as abandonment or cancellation of such covenant. No waiver by LESSOR shall be deemed presumed or implied to have been made unless expressed in writing and signed by an authorized official thereof.

20. **NOTICES:** For all intents and purposes, notices, correspondences or processes shall be directed to LESSEE at the leased premises, shall be deemed complete service and notice to LESSEE, regardless or whether such notice or process is refused acceptance or there is no person found in the premises.

21. **OTHER PROVISION:** That the LESSEE shall engage in business of Government Service at the leased premises and may stay overnight of the leased premises including Saturdays, Sundays and Holidays..

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures this 1st day of January, 2023 at Baler, Aurora.


OFELIA DG. AHMED
LESSOR
CTC # _____
Date Issued : _____
Place: Baler, Aurora


DENNIS D. ANDRES
LESSEE
CTC #: _____
Date Issued: _____
Place: _____


JUAN F. MILAR JR.

Signed in the presence of:

MARIA LYNN A. MONDEJAR

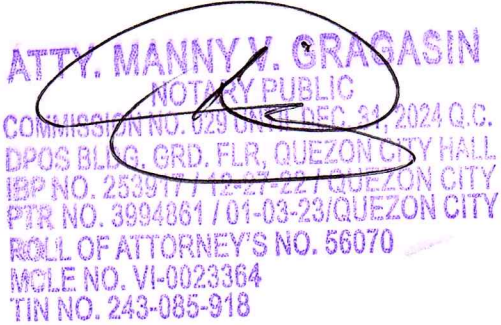
ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Aurora)s.s
Municipality of Baler

Before me, the undersigned Notary Public, for and in the Province of Aurora, personally appeared the above named parties with respective CTC's written below their names and signatures, both known to me be the same persons who executed the foregoing instrument, and acknowledgement to me that the same is their own free act and deed.

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

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Book. No. 1
Series of 7073


ATTY. MANNY V. GRAGASIN
NOTARY PUBLIC
COMMISSION NO. 029 UNCL DEC 31, 2024 Q.C.
DPOS BLDG. GRD. FLR, QUEZON CITY HALL
IBP NO. 253917 / 12-27-22 / QUEZON CITY
PTR NO. 3994861 / 01-03-23/QUEZON CITY
ROLL OF ATTORNEY'S NO. 56070
MCLE NO. VI-0023364
TIN NO. 243-085-918