

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF PANGASINAN : S.S.
CITY OF DAGUPAN)

AFFIDAVIT OF ADJOINING LOT OWNERS

We, Arturo Diano, single and Elsie F. Diano, widow, both of legal ages, Filipino citizens, and residents of Brgy. Manambong Sur, Bayambang, Pangasinan after having been duly sworn to in accordance with law hereby depose and say:

That we are the adjoining lot owners of **Donato Casingal** and actual residents of Brgy. Manambong Sur, Bayambang, Pangasinan and that as such, we practically know most of the residents of our barangay as well as some of the parcels of the land they are actually occupying/cultivating,

That we know very well Lot No. 18958 situated in Brgy. Manambong Sur, Bayambang, Pangasinan as it is the very same parcel of land which was formerly owned/occupied/cultivated by Donato Casingal likewise of legal age, widow, Filipino citizens and residents of Brgy. Manambong Sur, Bayambang, Pangasinan,

That the survey party who undertook the survey of Bayambang, Pangasinan under Cad./Pls. 852-D, made a mistake in recording Ciriaco Lasquite as the survey claimant of the above-noted lot when in truth and in fact the real owner and possessor was Donato Casingal.

That we declare the foregoing statements without th

e least intention to deceive or mislead the DENR in the lawful disposition of the same but rather give the right information so as not to prejudice the rights to and interest of the rightful claimant of the herein subject lot,

That we are solely responsible whether civil or criminal that may arise if and when any of the foregoing statements are found to be untrue or false,

That we have never been forced or intimidated by anybody else in the execution of this sworn statement but it was made by us in our own free will, voluntary act and deed; that this affidavit was read to us and translated in the vernacular dialect which we fully understood the contents hereof.

IN WITNESS WHEREOF, we have hereunto set our hands this 3rd of August 2020 at City of Dagupan.

Affiant

Affiant

BEFORE ME, appeared the above-named persons who are known to me and to me known to be the same persons who executed this sworn statement and acknowledged that the same is their free act and voluntary deed.

WITNESS MY HAND AND SEAL.

Doc. No.: ____;
Page No.: ____;
Book No.: ____;
Series of 2020.

Party Wall Notices Explained



What is a Notice?

The Owners of the property need to give you notice to carry out building works, some elements of those works fully affect neighbouring works as defined by the Party Wall etc. Act 1999 (The Act).

This type of work requires them to issue Party Wall Notices to any adjacent property and in certain cases up to 6 Meters (20 Ft) away. As your property is adjacent, the neighbour has been issued to you, your details have been taken from the Government's land register archive. The purpose of this Act is to ensure that adjacent owners are aware of the proposals and that their property is protected. [Party wall notices must not be ignored and are therefore able to act as legal notices.](#)

What is a Party Wall Award?

A Party Wall Award will usually consist of three sections: (1) a set of guidelines outlining how the proposed works should proceed (e.g. details of the proposed works, working hours, time limit for the commencement of the work), (2) a schedule of Condition survey including a full set of photographs and (3) the drawings showing the detail of the proposed works. Once the Award has been agreed, it is issued - a signed copy is sent to the two owners by their agreed surveyor or appointed surveyors. There is a 14-day right of appeal if either owner believes the award to have been improperly made, although appeals are rare.

What do I need to do?

You should respond to the letter [within 10 days](#) and your options are as follows:

1) **Consent to the works** - This option allows your neighbour to continue their proposed works with no further action under the Act, you will receive no further contact from us regarding this matter. This is not normally an advisable option for major works such as a basement conversion.

2) **Dispute** - In the works and appoint Mr Peachey as an agreed surveyor - This option appoints Mr Peachey to act for both sides impartially, administer the Act and produce the Party Wall Award. This will include a schedule of Condition survey of your property before the works begin to ensure that if any damage is caused by the works, the cost of repair will not be borne by yourself. Under all normal circumstances the building owner carrying out the works will pay our fees.

3) **Dispute** - In the works and appoint your own surveyor - This option means that your appointed surveyor will jointly attend the schedule, administer the Act and produce the Party Wall Award. Under all normal circumstances the building owner carrying out the works will pay your surveyor's fees.

"Dispute" is the wording used in the Act - it does not mean that you are not happy for your neighbour to carry out the works or that you are causing disruption to their works.

Please reflect your choice on the enclosed acknowledgment form, finally providing your contact details and return using the enclosed stamped self-addressed envelope or by e-mailing to info@pangasinan.co.uk

Easement Of Celebration Wall Surface A written agreement supplies numerous essential benefits that safeguard both homeowner and minimize the likelihood of conflicts. A "Celebration Wall Without Property Surveyor Arrangement Design template" refers to a lawful framework for property owners who share an usual limit, such as a wall, and wish to accomplish work with that structure. This type of contract helps stay clear of the demand for a property surveyor by clearly specifying the responsibilities, rights, and commitments between the entailed celebrations. By fostering mutual permission, this template aims to reduce disputes and ensure both parties are prepared in situation legal matters occur. This is specifically significant under the Celebration Wall surface etc. Normally the structure owner being the party carrying out the works and who offers notice hence launching the Celebration Wall surface etc.

Lawful Use The Party Wall Surface Without Surveyor Agreement Layout

If the celebration wall surface can not bear the enhanced height, the owner preferring to raise it will be required to reconstruct it at his own cost and, if for this objective it be necessary to make it thicker, he shall give the room called for from his very own land. According to Article 664 of the Civil Code specifies that every owner might boost the height of the party wall, doing so at his very own expenditure and spending for any kind of damages which may be caused by the job, although such damages be temporary. Also, the issues included in the following were written in accordance with the law, policies, and jurisprudence dominating at the time of composing and posting, and do not include any kind of future advancements on the topic controversial.

What Works Is Your Neighbor Planning?

Concerning us Event Wall Solutions for further assistance. In the case of a spoken party wall surface agreement, all these components can be in position. However, verifying the existence and regards to the contract can be challenging without written paperwork, which brings us to the next important point. Discover more regarding your civil liberties under the Celebration Wall Surface Act below. When preparing building work that affects a common wall, numerous homeowner question if an event wall agreement can be made verbally. An event wall surface agreement is a legal paper that guarantees both celebrations-- neighboring homeowner-- are clear on their duties and expectations concerning building and construction job. While verbal contracts can be legally binding, they come with certain dangers and challenges. This Act uses throughout England and Wales and requires that homeowner participate in proper dialogue regarding boundary jobs. The theme makes sure that both events are shielded legally which residential property boundaries are respected throughout building and construction activities. Act 1996 and resolve the conflict via a Celebration Wall Surface Award. Structure regs are a third need together with preparation and party wall surfaces. Nevertheless, any proprietor may exempt himself from adding to this cost by renouncing his part-ownership, other than when the celebration wall supports a structure belonging to him. This discussion concentrates on the easement of event wall as offered in the Civil Code of the Philippines.

- Act 1996 is an Act of Parliament that provides a structure for stopping and solving disputes about structure work that influences celebration walls, limit wall surfaces, and neighbouring structures.
- You have to offer a Section 1 notice at least 1 month before starting job.
- At LENIO, we provide a full series of Celebration Wall surface solutions to assist you efficiently via the demands of the Party Wall surface etc.
- The layout guarantees that both events are safeguarded lawfully and that residential property borders are appreciated throughout building and construction tasks.

If the two party wall land surveyors fall short to agree upon an affordable fee they can refer the issue to the Third Land surveyor who will typically provide guidance or if needs be a determination to resolve any conflict on what is the land surveyors practical charge. If your neighbor has started job without offering you with a party wall surface notification and becoming part of a celebration wall surface agreement, they may be in breach of the Party Wall and so on. The Party Wall surface Act enables building that can impact neighbouring residential property and likewise alter the lawful partnership in between homes and frameworks.

What are 6 points that void an agreement?

- Recognizing Gap Contracts.Uncertainty or Ambiguity.Lack of Legal Capacity.Incomplete Terms.Misrepresentation or Fraud.Common Mistake.Duress or Undue Influence.Public Plan or Unlawful Activity
- . The rate of interests of both proprietors Undoubtedly, both proprietors of the celebration wall have an eager rate of interest in preserving the wall surface.
- This might call for completing essential repair work or perhaps restoring damaged portions. Besides

Act 1996 will be in charge of the affordable costs of both their own and the adjacent owner's land surveyor. This is a crucial inquiry for property owners considering their options. Can a party wall surface contract be [Party Wall Award Services](#) verbal, or must it always remain in composing? The brief answer is yes-- a verbal event wall contract can be legally binding. Nevertheless, there are a number of crucial considerations you require to be aware of. At LENIO, we provide a total variety of Party Wall surface solutions to lead you efficiently through the demands of the Celebration Wall surface and so on. This blog post discovers whether a celebration wall arrangement can be spoken, the relevance of having actually a created agreement, and the benefits of defining this procedure. A celebration wall surface contract is a legally binding record that outlines the conditions of the job to be accomplished on or near a common wall, limit, or structure in between 2 buildings. The purpose of an event wall surface contract is to shield the rights of both parties and ensure that the job is carried out with marginal danger to the common building. A retrospective party wall surface honor is a contract that formalises the conditions of party wall functions after they have been completed. Normally, the process includes serving notifications, appointing surveyors, and settling on an honor before the works begin.