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| |  | | --- | | **Form 2 - Owner’s Statement regarding**  **Self-Certification of Compliance for**  **Provision of Sales Office and Show Flats**  **and Related Marketing Activities under Lease** Notes (1)&(2) |  |  |  | | --- | --- | | **To:** | **\*District Lands Office/#\_\_\_\_\_\_\_\_/ #\_\_\_\_\_\_\_ Section of Lands Department** | |

\*I / We, #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*Name of the Lot Owner(s)*), have appointed or authorized the \* Authorized Person/ Registered Professional Surveyor (General Practice) / Registered Professional Surveyor (Building Surveying)/ Registered Architect, #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*(Name)* (Registration Number (No. #\_\_\_\_\_\_\_\_\_\_) (“the Registered Professional”), to act on \*my / our behalf to submit a Self-Certification of Compliance (“SCC”) in Form 1 pursuant to Lands Department (“LandsD”) Lands Administration Office Practice Note No. 5/2022 (“LAO PN No. 5/2022”) for application for an approval under Special Condition No. #\_\_\_\_\_\_\_\_ of the leaseof #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (*lot number*) (“the Lot”) for the use and erection (where applicable) of the Premises for the Purposes and for the Period all of which as defined in the Form 1 dated #\_\_\_\_\_\_\_\_\_\_\_(dd/mm/yyyy) which is to be submitted by the Registered Professional to \*District Lands Office/#\_\_\_\_\_\_\_\_/ #\_\_\_\_\_\_\_ Section of LandsD for processing the application in Form 1.

2. In consideration of LandsD agreeing to process the above application, \*I / We hereby acknowledge and agree that any approval based on this SCC (“the Approval”), if given, shall be subject to and deemed to have contained the following terms and conditions:-

|  |  |
| --- | --- |
| (a) | \*I / We shall observe and comply with all Ordinances, bye-laws, regulations, rules and other enactments relating to the use of the Premises or any part thereof for the Purposes and all requirements which may be imposed by any Government departments or authorities. |
| (b) | \*I / We shall obtain all necessary licences, permissions and approvals required from the appropriate authorities for the use, erection (if applicable) and occupation of the Premises or any part thereof for the Purposes at \*my / our own cost and arrangement. If such licences, permissions or approvals cannot be obtained from the relevant authorities, the Approval shall be deemed to have been withdrawn. |
| (c) | \*I / We shall indemnify and keep indemnified the Government, its officers and employees from and against all actions, costs, claims and demands whatsoever and howsoever arising whether directly or indirectly out of, in connection with or incidental to the use and erection (if applicable) of the Premises or any part thereof for the Purposes. |
| (d) | Upon the expiration or sooner determination of the Period for which the Premises may be used for the Purposes as specified in Form 1 or the withdrawal or revocation of the Approval, the Premises shall cease to be so used and shall in all respects be subject to all the General and Special Conditions contained in the lease including any user and maximum gross floor area restrictions. \*I / We undertake to demolish and remove any temporary structures erected for the Purposes at \*my / our expense upon the Premises ceasing to be used as aforesaid. |
| (e) | Save for the Approval, all the General and Special Conditions contained in the lease shall remain in full force and effect, and nothing contained in the SCC or the Approval thereunder shall prejudice LandsD’s position regarding compliance with other lease conditions. |
| (f) | The proviso for re-entry in the lease on the breach, non-performance or non-observance of any of the General and Special Conditions contained in the lease shall extend to the breach, non-observance or non-performance of any of the terms and conditions as contained in paragraphs (a) to (e) above. |
| (g) | Nothing contained in the Approval shall prejudice any of the rights and remedies of co-owners under any Deed of Mutual Covenant governing the Lot, or the rights and remedies of the mortgagee or charge (if any) in respect of the Lot. |
| (h) | Notwithstanding any other provisions of the Approval including any provision which purports to confer a benefit on a person who is not a party to the Approval, the Approval is not intended to and does not give any person who is not a party to the Approval any right to enforce any provisions of the Approval under the Contracts (Rights of Third Parties) Ordinance, and a person who is not a party to the Approval shall not have any right under the Contracts (Rights of Third Parties) Ordinance to enforce any provisions of the Approval. |
| (i) | The Approval may be revoked by LandsD at its sole and absolute discretion at any time without any compensation payable and shall be deemed to have been revoked upon any breach, non-compliance or non-observance of any of the above terms and conditions or any requirements of LandsD or any conditions in the lease. |

\*I / We hereby also acknowledge that the Director of Lands (“the Director”) is not obliged to keep the content of this Statement and Form 1, all attachments/enclosures or any documents submitted in support of or in relation to the application in Form 1 confidential, particularly in circumstances when the Director considers that disclosure is in the public interest and/ or it would be reasonable for the Director to accede to requests from third parties with interest over the Lot for access to this Statement and Form 1. This acknowledgement applies irrespective of whether the consent in the following paragraph is given or not.

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| --- | --- | --- |
| |  |  | | --- | --- | |  | Insofar as \*my / our consent is required under any statutory, regulatory or other provisions, \*I / We hereby consent and/or have procured consent from the relevant intellectual property rights owner that the Director may, after issue of the CC, disclose the content of this Statement and Form 1 mentioned above, all attachments/ enclosures and any documents submitted in support of or in relation to the application in Form 1 to any third party including members of the public upon request of any such third party, media or otherwise, or on LandsD’s own accord. | |

Date : #\_\_\_\_\_\_\_\_\_\_\_(*dd/mm/yyyy*)

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| --- | --- | --- | --- |
| Signed by the Lot Owner | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | Name: | [# ] | |
|  | | | |
| In the presence of | #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | |
|  | Witness name: | | [# ] |
|  | Address: | | [# ] [# ] |

OR@

Sealed with the Common Seal of the Lot Owner

and signed by:

#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Name: | [# ] |

Capacity: #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of

#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| Witness name: | [# ] |
| Address: | [# ] [# ] |

π Place of Incorporation of the Lot Owner: #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

π Liability of its members is #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OR ^

#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| Executed by the Lot Owner acting through |
|  | | |  |
| [# ] | | | , its sole director |
| or | | |  |
| [# ] | | | , its director and |
| [# ] | | | , its director |
| or | | |  |
| [# ] | | | , its director and |
| [# ] | | | , its company secretary |

in accordance with sections 127(3) and 127(5) of Companies Ordinance (Cap. 622)

in the presence of

#\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |
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| Witness name: | [# ] |  |
| Address: | [# ] [# ] |  |

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| **Notes:** |
| 1. This Form shall be used in conjunction with **Form 1** for submission of a SCC on provision of sales office and show flats under lease pursuant to LAO PN No. 5/2022. 2. All references to “lease” in this Form shall include Conditions of Sale / Grant / Exchange, etc. as the case may be. |
| @ Applicable where the Lot Owner is a limited company and executes this Statement under its common seal.  π Applicable where the Lot Owner is a non-Hong Kong company. Insert the place of incorporation and insert “limited” if the liability of the members is limited.  ^ Applicable where the Lot Owner is a limited company incorporated in Hong Kong and executes this Statement in accordance with sections 127(3) and 127(5) of the Companies Ordinance (Cap. 622).  #Fill in as appropriate.  \* Select as appropriate.  □ Tick this box if the Lot Owner agrees to give the consent as set out in this paragraph. |
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*Personal Information Collection Statement*

*PLEASE READ THE FOLLOWING*

*BEFORE COMPLETING THIS FORM*

*1. The information provided in this Form including all attachments/ enclosures and any documents submitted in support of or in relation to this application in Form 1 will be used by LandsD for the purposes of considering and processing the application in the SCC on the provision of sales office and show flats and for other purposes related to such submission.*

*2. The provision of the personal data in this Form is obligatory. The application in the SCC on the provision of sales office and show flats will not be processed if you fail to provide all the information as requested.*

*3. The information provided in this Form including all attachments/ enclosures and any documents submitted in support of or in relation to this application in Form 1 may be disclosed to other Government Bureaux / Departments for the purposes mentioned in paragraph 1 above.*

*4. You have the right of access and correction with respect to personal data as provided for in Sections 18 and 22 and Principle 6 of Schedule 1 to the Personal Data (Privacy) Ordinance (Cap. 486). Such right of access includes the right to obtain a copy of the personal data provided in this Form on payment of the applicable charge.*

*5. Enquiries on the personal data collected, including the request for access to and correction of the data, should be addressed to the Departmental Personal Data Controlling Officer of Lands Department, 20/F., North Point Government Offices, 333 Java Road, North Point, Hong Kong.*