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LANDS DEPARTMENT

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我們矢志努力不懈，提供盡善盡美的土地行政服務。  
We strive to achieve excellence in land administration.  
香港北角渣華道三三三號北角政府合署二十樓  
20/F., NORTH POINT GOVERNMENT OFFICES  
333 JAVA ROAD, NORTH POINT, HONG KONG

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28 June 2011

**Legal Advisory and Conveyancing Office ("LACO")**  
**Circular Memorandum ("CM") No. 54A**

**Revision of Statutory Declaration**

The form of Statutory Declaration in support of an application for consent to sell has been updated; and two separate forms in respect of residential and non-residential developments respectively have been drawn up. With immediate effect, Appendix I to LACO CM No. 54 is hereby replaced. The revised forms, which are attached hereto, should be used for all cases where consent to sell has not yet been issued.

Copies of this CM and the attachments can be downloaded from Lands Department website at [www.landsd.gov.hk](http://www.landsd.gov.hk).

Yours faithfully,

(Ms Teresa WONG)  
Deputy Director/Legal  
for Director of Lands

To : All Solicitors

c.c.      Transport and Housing Bureau  
            The Real Estate Developers Association of Hong Kong  
            Consumer Council  
            Estate Agents Authority  
            The Hong Kong Institute of Surveyors  
            The Hong Kong Institute of Architects

**(Appendix A – For sale of non-residential units)**

**Statutory Declaration**

IN THE MATTER of (here insert name of development and lot number of land)

and

IN THE MATTER of the Oaths and Declarations Ordinance

I, \_\_\_\_\_ of \_\_\_\_\_,  
solicitor, do hereby solemnly and sincerely declare as follows :-

(1) I am a partner in the firm of \_\_\_\_\_  
\_\_\_\_\_, solicitors, which has been instructed by \_\_\_\_\_  
\_\_\_\_\_ (“the Owner”) to act in connection with the sale of units  
now in the course of construction on the above-mentioned property (“the  
Development”).

(2) I make this Statutory Declaration on behalf of my firm for the  
purpose of obtaining consent to the sale of units in \*[Phase \_\_\_\_ of] the  
Development (“the Consent”) under the provisions of the \*[Conditions of  
Sale] \*[Conditions of Grant] \*[Conditions of Exchange] \*[New Grant]  
No. \_\_\_\_ \*[Government Lease] \*[as modified by an Exclusion Order  
dated \_\_\_\_\_ and registered in the Land Registry by Memorial  
No. \_\_\_\_\_] \*[as modified by \*[a Modification Letter] \*[an  
Extension Letter] dated \_\_\_\_\_ and registered in the Land  
Registry by Memorial No. \_\_\_\_\_] under which the above-mentioned  
property is held from the Government of the Hong Kong Special  
Administrative Region (“the Grant”).

(3) In accordance with instructions received from the Owner my  
firm has drawn up the form of Agreement for Sale and Purchase (“the  
ASP”) for the sale of units in \*[Phase \_\_\_\_ of ] the Development and it is  
now produced to me marked Exhibit A-1 and exhibited hereto. I have  
PERSONALLY EXAMINED the form produced to me and marked  
Exhibit A-1 and declare that \*[except insofar as any variations have been

approved by the Legal Advisory and Conveyancing Office ("LACO") its contents in all respects accord with the standard form of the ASP annexed to \*[Legal Advisory and Conveyancing Office ("LACO")] \*[LACO] Circular Memorandum No. 1 (as varied).

#Applicable where  
DMC approval is  
required

(4) My firm has received instructions from the Owner to prepare the form of Deed of Mutual Covenant incorporating a Management Agreement (if any) ("the DMC") for the sale of units in \*[Phase \_\_\_\_ of] the Development. I have PERSONALLY EXAMINED the form thereof and produced to me marked Exhibit A-2 and exhibited hereto. #[ I declare that \*[except insofar as any variations have been approved by LACO] its contents :

(a) in all respects accord with :-

(i) the guidelines set out in LACO Circular Memorandum No. 64; and

(ii) all the conditions of the Grant; and

(b) are not in any respect contrary to any of the guidelines \*[except as aforesaid] nor to any of the conditions of the Grant,

and its form has been approved by LACO.]

(5) \_\_\_\_\_ of \_\_\_\_\_, an \*[architect] \*[engineer] \*[surveyor] listed in the authorized persons' register maintained by the Building Authority under section 3(1) of the Buildings Ordinance for the construction of \*[Phase \_\_\_\_ of] the Development ("the Authorized Person") has issued his certificate ("the AP's Certificate") dated \_\_\_\_\_ in respect of \*[Phase \_\_\_\_ of] the Development which certificate is now produced to me marked Exhibit A-\_\_ and exhibited hereto.

#Applicable where  
DMC approval is  
required

#[( ) The Authorized Person has issued his certificate dated \_\_\_\_\_ confirming to me the basis for allocation of undivided shares \*[and management shares] under the DMC in respect of the whole of the Development which certificate is now produced to me marked Exhibit A-\_\_ and exhibited hereto.]

ΔApplicable for Building Mortgage Δ( ) (a) To finance the total of the construction costs and the professional fees to complete \*[Phase \_\_\_\_ of] the Development (collectively “the Total Development Costs”) as stated in the AP’s Certificate, a \*[building mortgage] \*[debenture] dated \_\_\_\_\_ and registered in the Land Registry by Memorial No. \_\_\_\_\_ (“the Building Mortgage”) has been entered into between the Owner and \_\_\_\_\_ (“the Mortgagee”). My firm has received confirmation from the Mortgagee as to the amount of the facilities remaining undrawn under the Building Mortgage and that the facilities are sufficient to finance that part of the Total Development Costs expended (but not yet paid) and that part of the Total Development Costs remaining to be expended to complete \*[Phase \_\_\_\_ of] the Development as stated in the AP’s Certificate (collectively “the Outstanding Development Costs”). A copy of the confirmation dated \_\_\_\_\_ is now produced to me marked Exhibit A-\_\_ and exhibited hereto. The Mortgagee has undertaken to inform my firm in the event of any of the facilities still remaining being cancelled for any reason other than drawings pursuant to the Building Mortgage or payment of the Outstanding Development Costs from other sources.

(b) In the event of the Mortgagee advising my firm of the cancellation of the facilities for any reason, my firm undertakes to inform the Director of Lands and to confirm whether my firm holds sufficient funds in the stakeholder account as provided in the ASP to finance the Outstanding Development Costs. If my firm does not hold sufficient funds, the Consent will be deemed to have been cancelled insofar as the units unsold at that time are concerned and I have informed the Owner accordingly.

%Applicable for Undertaking by licensed bank or registered deposit taking company %[( ) \_\_\_\_\_ has undertaken with the Government of the Hong Kong Special Administrative Region and the Director of Lands that if the Owner shall be unable to finance \*[the Total Development Costs] \*[the total of the construction costs and the professional fees to complete \*[Phase \_\_\_\_ of] the Development as stated in the AP’s Certificate (collectively “the Total Development Costs”)], they will upon written request by the Director of Lands advance to the Owner or to any other person or persons as he shall direct an amount not exceeding HK\$\_\_\_\_\_

\_\_\_\_\_. A copy of the Undertaking dated \_\_\_\_\_ is now produced to me marked Exhibit A-\_\_ and exhibited hereto.]

+Applicable for unsecured loans

+[ ( ) (a) To finance the Total Development Costs, unsecured loans have been made and are to be made to the Owner by \_\_\_\_\_ (“the Financier”). My firm has received confirmation in writing from the Financier that they will not call back any loans made or to be made to the Owner until \*[Phase \_\_\_\_\_ of] the Development has been completed and that, if necessary, the Financier will provide all further finance to enable the Owner to complete \*[Phase \_\_\_\_\_ of] the Development.

(b) In the event of the Financier advising my firm that they will not, or will not be able to, provide all further finance to complete \*[Phase \_\_\_\_\_ of] the Development for any reason, my firm undertakes to inform the Director of Lands and recognizes that the Consent will be deemed to have been cancelled insofar as the units unsold at that time are concerned and I have informed the Owner accordingly.]

( ) My firm undertakes that we will check the terms and contents of all signed preliminary agreements in respect of the units which have been sold and for which we are instructed by the purchaser to prepare the ASP and will satisfy ourselves that the terms of the preliminary agreements do not breach any conditions of the Consent. My firm will not act for either party in the sale of any units in respect of which the terms of the preliminary agreements are in breach of the Consent and my firm will immediately notify the Director of Lands of any such breach with details of the units concerned. I acknowledge that any breach of the Consent apparent on the face of any preliminary agreement will immediately act as a suspension of the Consent for the whole of \*[Phase \_\_\_\_\_ of] the Development and that my firm will immediately inform the Owner that no further sales of units in \*[Phase \_\_\_\_\_ of] the Development shall take place until the Director of Lands has confirmed in writing that the Consent is reinstated in respect of the unsold units.

( ) My firm has received confirmation from the Owner that :

(a) in accordance with and subject to the conditions of the Consent :-

- (i) the sales brochure and the price list have been/will be made available to the public; and
  - (ii) copies of the sales brochure have been/will be sent to the Consumer Council, the Estate Agents Authority and the Transport and Housing Bureau;
- (b) the sales brochure comply with the conditions of the Consent and contain all information as required in the Consent; and
- (c) the bilingual “Warning to Purchasers” notice prescribed in the Approved Forms A1 and A2 (both for Consent Scheme) contained in Practice Direction 12 of Chapter 24 Section A of The Hong Kong Solicitors’ Guide to Professional Conduct (Volume 2) issued by The Law Society of Hong Kong will be incorporated in all preliminary agreements for sale of units in \*[Phase \_\_\_\_\_ of] the Development to be signed by the purchasers.
- ( ) (a) I confirm that :
- (i) \*[except that I am a director/secretary of \*[the Owner], \*[the parent or holding company of the Owner] \*[the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development],] I am \*[not] a director/secretary of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development;
  - (ii) \*[except that I am personally related to a director/secretary of \*[the Owner] \*[the parent or holding company of the Owner] \*[the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development],] I am \*[not] personally related to a director/secretary of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development;
  - (iii) \*[save and except \_\_\_\_\_ partner(s),] no \*[other] partners in my firm is a director/secretary of the Owner,

the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_ of] the Development;

- (iv) \*[save and except \_\_\_\_ partner(s),] no \*[other] partners in my firm is personally related to any director/secretary of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_ of] the Development;
  - (v) \*[except in \*[the Owner] \*[the parent or holding company of the Owner] \*[the main superstructure contractor of \*[Phase \_\_\_\_ of] the Development],] I \*[do not] hold more than 1% (in the case of a listed company) of the total issued shares, or 10% (in the case of a private company) of the total shares, of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_ of] the Development; and
  - (vi) \*[save and except \_\_\_\_ partner(s),] no \*[other] partners in my firm holds more than 1% (in the case of a listed company) of the total issued shares, or 10% (in the case of a private company) of the total shares, of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_ of] the Development.
- (b) I undertake to inform LACO immediately if there is any change to (a)(i) to (a)(iv) of this paragraph resulting in an appointment as a director or secretary and if there is a change to (a)(v) and (a)(vi) of this paragraph resulting in the shareholding threshold therein being exceeded subsequently.
- ( ) I undertake to provide on a calendar monthly basis a report as per the form prescribed by LACO to the Owner and copied to LACO \*[and the Mortgagee]. The reports will be forwarded to the parties on or before the 15th day of each succeeding calendar month :



- (a) until the issue of the consent to assign in respect of \*[Phase \_\_\_\_\_ of] the Development by the Director of Lands; or
- (b) if no consent to assign has been issued, until the issue by the Director of Lands of a certificate of compliance in respect of the Development together with a certificate issued by the Authorized Person to the Director of Lands confirming that the fittings and finishes of those units in \*[Phase \_\_\_\_\_ of] the Development which have been sold under the Consent will be installed in accordance with the ASP,

at which time a final report covering the period from the end of the last calendar month to either (a) or (b) will be submitted within 15 days of either (a) or (b).

AND I make this Statutory Declaration conscientiously believing the same to be true, by virtue of the Oaths and Declarations Ordinance.

DECLARED by )  
)  
)  
)

Before me,  
Notary Public/ Solicitor

[Revised on 28.6.2011]

(Appendix B – For sale of residential units)

**Statutory Declaration**

IN THE MATTER of (here insert name of development and lot number of land)

and

IN THE MATTER of the Oaths and Declarations Ordinance

I, \_\_\_\_\_ of \_\_\_\_\_, solicitor, do hereby solemnly and sincerely declare as follows :-

(1) I am a partner in the firm of \_\_\_\_\_, solicitors, which has been instructed by \_\_\_\_\_ (“the Owner”) to act in connection with the sale of residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] now in the course of construction on the above-mentioned property (“the Development”).

(2) I make this Statutory Declaration on behalf of my firm for the purpose of obtaining consent to the sale of residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] in \*[Phase \_\_\_\_ of] the Development (“the Consent”) under the provisions of the \*[Conditions of Sale] \*[Conditions of Grant] \*[Conditions of Exchange] \*[New Grant] No. \_\_\_\_\_ \*[Government Lease] \*[as modified by an Exclusion Order dated \_\_\_\_\_ and registered in the Land Registry by Memorial No. \_\_\_\_\_] \*[as modified by \*[a Modification Letter] \*[an Extension Letter] dated \_\_\_\_\_ and registered in the Land Registry by Memorial No. \_\_\_\_\_] under which the above-mentioned property is held from the Government of the Hong Kong Special Administrative Region (“the Grant”).

(3) In accordance with instructions received from the Owner my firm has drawn up the form of Agreement for Sale and Purchase (“the ASP”) for the sale of residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] in \*[Phase \_\_\_\_ of] the Development and

it is now produced to me marked Exhibit A-1 and exhibited hereto. I have PERSONALLY EXAMINED the form produced to me and marked Exhibit A-1 and declare that \*[except insofar as any variations have been approved by the Legal Advisory and Conveyancing Office ("LACO")] its contents in all respects accord with the standard form of the ASP annexed to \*[Legal Advisory and Conveyancing Office ("LACO")] \*[LACO] Circular Memorandum No. 63.

#Applicable where  
DMC approval is  
required

(4) My firm has received instructions from the Owner to prepare the form of Deed of Mutual Covenant incorporating a Management Agreement (if any) ("the DMC") for the sale of residential units \*[and car parking spaces] \*[ , car parking spaces and motor cycle parking spaces] in \*[Phase \_\_\_\_\_ of] the Development. I have PERSONALLY EXAMINED the form thereof and produced to me marked Exhibit A-2 and exhibited hereto. #I declare that \*[except insofar as any variations have been approved by LACO] its contents :

(a) in all respects accord with :-

(i) the guidelines set out in LACO Circular Memorandum No. 64; and

(ii) all the conditions of the Grant; and

(b) are not in any respect contrary to any of the guidelines \*[except as aforesaid] nor to any of the conditions of the Grant,

and its form has been approved by LACO.]

(5) \_\_\_\_\_ of \_\_\_\_\_, an \*[architect] \*[engineer] \*[surveyor] listed in the authorized persons' register maintained by the Building Authority under section 3(1) of the Buildings Ordinance for the construction of \*[Phase \_\_\_\_\_ of] the Development ("the Authorized Person") has issued his certificate ("the AP's Certificate") dated \_\_\_\_\_ in respect of \*[Phase \_\_\_\_\_ of] the Development which certificate is now produced to me marked Exhibit A-3 and exhibited hereto.

#Applicable where  
DMC approval is  
required

#( ) The Authorized Person has issued his certificate dated \_\_\_\_\_ confirming to me the basis for allocation of undivided shares \*[and management shares] under the DMC in respect of the whole of

the Development which certificate is now produced to me marked Exhibit A-\_\_ and exhibited hereto.]

ΔApplicable for  
Building Mortgage

Δ( ) (a) To finance the total of the construction costs and the professional fees to complete \*[Phase \_\_\_\_\_ of] the Development (collectively “the Total Development Costs”) as stated in the AP’s Certificate, a \*[building mortgage] \*[debenture] dated \_\_\_\_\_ and registered in the Land Registry by Memorial No. \_\_\_\_\_ (“the Building Mortgage”) has been entered into between the Owner and \_\_\_\_\_ (“the Mortgagee”). My firm has received confirmation from the Mortgagee as to the amount of the facilities remaining undrawn under the Building Mortgage and that the facilities are sufficient to finance that part of the Total Development Costs expended (but not yet paid) and that part of the Total Development Costs remaining to be expended to complete \*[Phase \_\_\_\_\_ of] the Development as stated in the AP’s Certificate (collectively “the Outstanding Development Costs”). A copy of the confirmation dated \_\_\_\_\_ is now produced to me marked Exhibit A-\_\_ and exhibited hereto. The Mortgagee has undertaken to inform my firm in the event of any of the facilities still remaining being cancelled for any reason other than drawings pursuant to the Building Mortgage or payment of the Outstanding Development Costs from other sources.

(b) In the event of the Mortgagee advising my firm of the cancellation of the facilities for any reason, my firm undertakes to inform the Director of Lands and to confirm whether my firm holds sufficient funds in the stakeholder account as provided in the ASP to finance the Outstanding Development Costs. If my firm does not hold sufficient funds, the Consent will be deemed to have been cancelled insofar as the residential units \*[and car parking spaces] \*[ , car parking spaces and motor cycle parking spaces] unsold at that time are concerned and I have informed the Owner accordingly.

%Applicable for  
Undertaking by licensed  
bank or registered  
deposit taking company

%( ( ) \_\_\_\_\_ has undertaken with the Government of the Hong Kong Special Administrative Region and the Director of Lands that if the Owner shall be unable to finance \*[the Total Development Costs] \*[the total of the construction costs and the professional fees to complete

\*Delete/Amend as appropriate

\*[Phase \_\_\_\_\_ of] the Development as stated in the AP's Certificate (collectively "the Total Development Costs"), they will upon written request by the Director of Lands advance to the Owner or to any other person or persons as he shall direct an amount not exceeding HK\$\_\_\_\_\_. A copy of the Undertaking dated \_\_\_\_\_ is now produced to me marked Exhibit A-\_\_ and exhibited hereto.]

+Applicable for  
unsecured loans

+[( ) (a) To finance the Total Development Costs, unsecured loans have been made and are to be made to the Owner by \_\_\_\_\_ ("the Financier"). My firm has received confirmation in writing from the Financier that they will not call back any loans made or to be made to the Owner until \*[Phase \_\_\_\_\_ of] the Development has been completed and that, if necessary, the Financier will provide all further finance to enable the Owner to complete \*[Phase \_\_\_\_\_ of] the Development.

(b) In the event of the Financier advising my firm that they will not, or will not be able to, provide all further finance to complete \*[Phase \_\_\_\_\_ of] the Development for any reason, my firm undertakes to inform the Director of Lands and recognizes that the Consent will be deemed to have been cancelled insofar as the residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] unsold at that time are concerned and I have informed the Owner accordingly.]

( ) My firm undertakes that all purchase monies paid by purchasers of residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] in \*[Phase \_\_\_\_\_ of] the Development will be held by my firm as stakeholder and will not be released except in accordance with the provisions set out in the ASP and the conditions of the Consent.

( ) In the event of my firm ceasing to act in respect of \*[Phase \_\_\_\_\_ of] the Development or any part thereof and the sale of any residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] therein, my firm undertakes to inform the Director of Lands and recognizes that the Consent will be deemed to have been cancelled insofar as the residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] unsold at that time are concerned and I have informed the Owner accordingly.

( ) My firm undertakes that we will check the terms and contents of all signed preliminary agreements in respect of the residential units \*[and car parking spaces] \*, car parking spaces and motor cycle parking spaces] which have been sold and for which we are instructed by the purchaser to prepare the ASP and will satisfy ourselves that the terms of the preliminary agreements do not breach any conditions of the Consent. My firm will not act for either party in the sale of any units \*[and car parking spaces] \*, car parking spaces and motor cycle parking spaces] in respect of which the terms of the preliminary agreements are in breach of the Consent and my firm will immediately notify the Director of Lands of any such breach with details of the residential units \*[and car parking spaces] \*, car parking spaces and motor cycle parking spaces] concerned. I acknowledge that any breach of the Consent apparent on the face of any preliminary agreement will immediately act as a suspension of the Consent for the whole of \*[Phase \_\_\_\_\_ of] the Development and that my firm will immediately inform the Owner that no further sales of residential units \*[and car parking spaces] \*, car parking spaces and motor cycle parking spaces] in \*[Phase \_\_\_\_\_ of] the Development shall take place until the Director of Lands has confirmed in writing that the Consent is reinstated in respect of the unsold residential units \*[and car parking spaces] \*, car parking spaces and motor cycle parking spaces].

( ) My firm has received confirmation from the Owner that :

(a) in accordance with and subject to the conditions of the Consent :-

- (i) the sales brochure and the price list(s) have been/will be made available to the public and the agent(s) appointed by the Owner to act in the sale of residential units \*[and car parking spaces] \*, car parking spaces and motor cycle parking spaces] in \*[Phase \_\_\_\_ of] the Development and uploaded onto the website of \*[the Owner] \*[the parent or holding company of the Owner];
- (ii) copies of the sales brochure have been/will be sent to the Consumer Council, the Estate Agents Authority, the Transport and Housing Bureau and LACO; and
- (iii) copies of the price list(s) have been/will be sent to the

Consumer Council, the Estate Agents Authority and the Transport and Housing Bureau;

- (b) the sales brochure and the price list(s) comply with the conditions of the Consent and contain all information as required in the Consent; and
- (c) the bilingual “Warning to Purchasers” notice prescribed in the Approved Forms A1 and A2 (both for Consent Scheme) contained in Practice Direction 12 of Chapter 24 Section A of The Hong Kong Solicitors’ Guide to Professional Conduct (Volume 2) issued by The Law Society of Hong Kong will be incorporated in all preliminary agreements for sale of residential units \*[and car parking spaces] \*[, car parking spaces and motor cycle parking spaces] in \*[Phase \_\_\_\_\_ of] the Development to be signed by the purchasers.

( ) (a) I confirm that :

- (i) \*[except that I am a director/secretary of \*[the Owner] \*[the parent or holding company of the Owner] \*[the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development],] I am \*[not] a director/secretary of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development; .
- (ii) \*[except that I am personally related to a director/secretary of \*[the Owner] \*[the parent or holding company of the Owner] \*[the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development],] I am \*[not] personally related to a director/secretary of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development;
- (iii) \*[save and except \_\_\_\_\_ partner(s),] no \*[other] partners in my firm is a director/secretary of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development;



(iv) \*[save and except \_\_\_\_\_ partner(s),] no \*[other] partners in my firm is personally related to any director/secretary of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development;

(v) \*[except in \*[the Owner] \*[the parent or holding company of the Owner] \*[the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development],] I \*[do not] hold more than 1% (in the case of a listed company) of the total issued shares, or 10% (in the case of a private company) of the total shares, of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development; and

(vi) \*[save and except \_\_\_\_\_ partner(s),] no \*[other] partners in my firm holds more than 1% (in the case of a listed company) of the total issued shares, or 10% (in the case of a private company) of the total shares, of the Owner, the parent or holding company of the Owner or the main superstructure contractor of \*[Phase \_\_\_\_\_ of] the Development.

(b) I undertake to inform LACO immediately if there is any change to (a)(i) to (a)(iv) of this paragraph resulting in an appointment as a director or secretary and if there is a change to (a)(v) and (a)(vi) of this paragraph resulting in the shareholding threshold therein being exceeded subsequently.

( ) I undertake to provide on a calendar monthly basis a report as per the form prescribed by LACO to the Owner and copied to the Transport and Housing Bureau and LACO \*[and the Mortgagee]. The reports will be forwarded to the parties on or before the 15th day of each succeeding calendar month :

(a) until the issue of the consent to assign in respect of \*[Phase \_\_\_\_\_ of] the Development by the Director of Lands; or

- (b) if no consent to assign has been issued, until the issue by the Director of Lands of a certificate of compliance in respect of the Development together with a certificate issued by the Authorized Person to the Director of Lands confirming that the fittings and finishes of those residential units in \*[Phase \_\_\_\_\_ of] the Development which have been sold under the Consent will be installed in accordance with the ASP,

at which time a final report covering the period from the end of the last calendar month to either (a) or (b) will be submitted within 15 days of either (a) or (b).

AND I make this Statutory Declaration conscientiously believing the same to be true, by virtue of the Oaths and Declarations Ordinance.

DECLARED by )  
)  
)  
)

Before me,  
Notary Public/ Solicitor

[Revised on 28.6.2011]