

Letter of Undertaking (LOU) to be provided by NGO/VWO/Government agency to URA for co-location of community space (excluding child care centre uses) within new erection proposal

Chief Executive Officer
Urban Redevelopment Authority
as Competent Authority
under the Planning Act (Cap 232)

UNDERTAKING FOR THE PROPOSED CO-LOCATION OF COMMUNITY SPACES UNDER THE COMMUNITY/SPORTS FACILITIES SCHEME IN THE PROPOSED _____ DEVELOPMENT AT _____

WHEREAS for the purpose of co-location of community uses within the proposed _____ development at Lot ____ MK/TS ____ known as (address of development) (hereinafter referred to as "the Development") for the more efficient use of land, the Competent Authority under the Planning Act has agreed to grant the written permission for the Development and, in particular, for the gross floor area of _____ square metres of the Development shown verged in _____ (colour) in the Plan _____ annexed hereto for community uses (hereinafter referred to as the "Community Space") under the Competent Authority's Revised Guidelines for Community/Sports Facilities Scheme ([URA/PB/2014/01-PPG](#)) dated 3 February 2014.

In consideration of the Competent Authority agreeing to grant written permission for the Development and in particular, for the Community Space within the Development under the said Guidelines for Community/Sports Facilities Scheme, we, _____ (Name of government agency / NGO / VWO), hereby undertake -

- (a) * to acquire ownership of the Community Space on or before the issue of the Certificate of Statutory Completion for the Development;

- * to lease the Community Space for _____ (lease tenure, at least 10 years) on or before the issue of the Certificate of Statutory Completion for the Development;
- (b) to ensure that the Community Space is used strictly only for non-profit generating community uses as approved by the Competent Authority and not for any other use;
- (c) to seek prior written approval from the Competent Authority for any change in the use of the Community Space or any part thereof and where applicable, to obtain prior written permission under the Planning Act for any such change in use;
- (d) * to cease to occupy and use the Community space, in the event that we fail to maintain _____ (Name of relevant championing government agency) endorsement for the Competent Authority's Revised Guidelines for Community/Sports Facilities Scheme **(NOTE: Applicable only for cases where Community user is not a government agency)**;
- (e) * to inform _____ (Name of relevant championing government agency) and the Competent Authority in the event that any user(s) of the Community Space has terminated its operation or cease to occupy the Community Space, regardless of whether any new user has been appointed to use the Community Space **(NOTE: Applicable only for cases where NGO / VWO directly takes ownership or lease of the Community Space)**;
- (f) * to work with the relevant championing government agency to identify and endorse a replacement user in the event that we or any user(s) of the Community Space has terminated its operation or cease to occupy the Community Space **(NOTE: Applicable only for cases where NGO / VWO directly takes ownership of the Community Space)**;
and

- (g) * In the event that the Community Space is to be sold, to inform the new buyer that the usage of the Community Space shall at all times be used in a manner that is in compliance with the terms and conditions of the Competent Authority's Revised Guidelines for Community/Sports Facilities Scheme **(NOTE: Applicable only for cases where NGO / VWO directly takes ownership of the Community Space).**

For and on behalf of the _____ (Name of government agency / NGO / VWO)

Signature : _____
Name : _____
Designation : _____
Date : _____

*Delete if not applicable.

APPENDIX 3A-2

Letter of Undertaking (LOU) to be provided by NGO/VWO/Government agency to URA for co-location of community space (excluding child care centre uses) within existing development

Chief Executive Officer
Urban Redevelopment Authority
as Competent Authority
under the Planning Act (Cap 232)

UNDERTAKING FOR THE PROPOSED CO-LOCATION OF COMMUNITY SPACES UNDER THE COMMUNITY/SPORTS FACILITIES SCHEME IN THE _____ DEVELOPMENT AT _____

WHEREAS for the purpose of co-location of community uses within the existing commercial development at Lot ____ MK/TS ____ known as (address of development) (hereinafter referred to as “the existing development”) for the more efficient use of land, the Competent Authority under the Planning Act has agreed to grant the written permission for the proposed works to the existing development (hereinafter referred to as “the Development”) and in particular, the gross floor area of _____ square metres of the Development shown verged in _____ (colour) in the Plan _____ annexed hereto for community uses (hereinafter referred to as the "Community Space") under the Competent Authority’s Revised Guidelines for Community/Sports Facilities Scheme ([URA/PB/2014/01-PPG](#)) dated 3 February 2014.

In consideration of the Competent Authority agreeing to grant written permission for the Development and in particular, for the Community Space under the said Guidelines for Community/Sports Facilities Scheme, we, _____ (Name of government agency / NGO / VWO), hereby undertake -

- (a) * to acquire ownership of the Community Space on or before the issue of the Certificate of Statutory Completion for the Development;

* to lease the Community Space for _____ (lease tenure, at least 10 years) on or before the issue of the Certificate of Statutory Completion for the Development;

- (b) to ensure that the Community Space is used strictly only for non-profit generating community use as approved by the Competent Authority and not for any other use;
- (c) to seek prior written approval from the Competent Authority for any change in the use of the Community Space and where applicable, to obtain prior written permission under the Planning Act for any such change in use;
- (d) * to cease to occupy and use the Community space, in the event that we fail to maintain _____ (Name of relevant championing government agency) endorsement for the Competent Authority's Revised Guidelines for Community/Sports Facilities Scheme **(NOTE: Applicable only for cases where Community user is not a government agency)**;
- (e) * to inform _____ (Name of relevant championing government agency) and the Competent Authority in the event that any user(s) of the Community Space has terminated its operation or cease to occupy the Community Space, regardless of whether any new user has been appointed to use the Community Space **(NOTE: Applicable only for cases where NGO / VWO directly takes ownership or lease of the Community Space)**;
- (f) * to work with the relevant government agency to identify a replacement user endorsed by the relevant championing government agency, in the event that we or any user(s) of the Community Space has terminated its operation or cease to occupy the Community Space

(NOTE: Applicable only for cases where NGO / VWO directly takes ownership of the Community Space); and

- (g) * In the event that the Community Space is to be sold, to inform the new buyer that the usage of the Community Space shall at all times be used in a manner that is in compliance with the terms and conditions of the Competent Authority's Revised Guidelines for Community/Sports Facilities Scheme **(NOTE: Applicable only for cases where NGO / VWO directly takes ownership of the Community Space).**

For and on behalf of the _____ (Name of government agency / NGO / VWO)

Name : _____

Signature : _____

Designation : _____

Date : _____

*Delete if not applicable.