

this Agreement will terminate and neither party will have any further claims against the other under this Agreement or otherwise.

- (II) (a) If the lot is offered for sale by public tender and the Applicant fails to tender at or above the minimum price or withdraws the tender prior to award of tender, the deposit will be forfeited.
 - (b) If a tender is submitted by the Applicant, the deposit under this Agreement will be treated as the deposit required to be submitted with the Form of Tender and the Applicant will not be required to submit a separate cheque or cashier order with the tender provided that, by executing this Agreement, the Applicant hereby acknowledges that the deposit remains subject to all the terms and conditions of this Agreement.
 - (c) Subject to sub-clause (II)(b) of this paragraph and if the Applicant bids successfully for the lot by tender, the deposit will be applied in part payment of the premium tendered and the Applicant will pay the balance of the premium in accordance with the Conditions of Sale by Tender of the lot.
 - (d) Cheques or cashier orders tendered in payment of the deposit will be held uncashed by the Government pending the award of the tender.
 - (e) If, for any reason, the lot is not made available for sale within three months from the date of this Agreement or the Applicant tenders at or above the minimum price but the tender is not accepted, the cheques or cashier orders referred to in sub-clause (II)(d) of this paragraph will be returned to the Applicant but without interest and this Agreement will terminate and neither party will have any further claims against the other under this Agreement or otherwise.
4. Nothing herein contained will prejudice the terms and conditions upon which the lot is to be sold and except as provided in Clause 3 (I)(c) or (II)(b) hereof (as the case may be), nothing herein contained shall be construed as modifying the Conditions of Sale by Auction or by Tender of the lot.
 5. If the deposit is forfeited under the terms of this Agreement, neither party shall have any further claim whatsoever against the other under this Agreement or otherwise.
 6. The Government is not bound to sell at any bid submitted by the Applicant for the lot.

IN WITNESS whereof the Assistant Director/Lands Department, being duly authorized by the Chief Executive of the Hong Kong Special Administrative Region so to do, has signed this Agreement on behalf of the Government and the Applicant has/have set his/their hand(s)/and seals hereto the day and year first above written.

Witness to the signature of the Applicant :

Signature of the Applicant/Seal of the Applicant and authorized signature(s) (if the Applicant is a corporation) :

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Name in Capital Letters :

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Name in Capital Letters :

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H.K.I.D. Card No

Address

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Witness to the signature of
Assistant Director/Lands Department

For and on behalf of the
Chief Executive of the Hong Kong
Special Administrative Region

.....
Civil Servant
Lands Department

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Assistant Director/Lands Department