



EXPRESSION OF INTEREST

Clearview Urban Village – Vivace – West precinct
31 Tallowood Street, Seven Hills QLD 4170
'Off the Plan', Townhomes

AGENT:

Address: _____ License Number: _____
Telephone: _____ Facsimile: _____
Email Address: _____

SELLER:

Property Developments No. 1 Pty Ltd - ACN: 150 555 856
Address: 301/50 Marine Parade, Southport Q 4215
Telephone: 07 5528 0111 Facsimile: _____
Email Address: contracts@heran.com.au

SELLER'S Solicitor:

DAVID K LAWYERS
Address: Level 12, 300 Queen Street Brisbane QLD 4001 / GPO Box 5041 Brisbane QLD 4001
Telephone: 07 3102 2583 Facsimile: 07 3839 3006
Email Address: developments@davidklawyers.com.au

BUYER/S NAMES:

First: _____ Middle: _____ Surname: _____
First: _____ Middle: _____ Surname: _____

OR:

Company Name & ACN: _____

Address: _____
Telephone: _____ Facsimile: _____
Email Address: _____
Intended purpose: Owner Occupier **OR** Investor

GUARANTOR:

First: _____ Middle: _____ Surname: _____
First: _____ Middle: _____ Surname: _____

BUYER'S Solicitor:

Address: _____
Telephone: _____ Facsimile: _____
Email Address: _____

PROPERTY:

Unit _____ at Vivace apartments

PURCHASE PRICE: \$ _____
RESERVATION FEE: \$1,000.00 [payable when the Buyer signs this Expression of Interest]
DEPOSIT: \$ _____ [10% of purchase price payable within 14 days of the Contract Date or upon Finance Approval]

BANK ACCOUNT DETAILS:

If paying your deposit by direct debit or internet transfer please find the account details below and use your "Lot number" and "Development name" as a reference:

Account Name: **David K Lawyers Law Practice Trust Account**
Bank: **Westpac**
BSB: **034 003**
Account No: **312 056**

SUBJECT TO FINANCE APPROVAL:

Yes No

[Please tick one. If "yes" is ticked, the Buyer's herein acknowledge that the Contract of Sale will include a condition relating to the Buyer's having to obtain finance approval within 21 days of the date of the Contract]

Terms of Expression of Interest

1. in this Expression of Interest:
 - (a) Terms in bold in the have the meaning shown opposite them;
 - (b) Unless the context otherwise indicates:
 - i. **Contract** means a contract in the usual form of contract of sale for lots in this development and otherwise on terms and conditions consistent with the details of this Expression of Interest;
 - ii. **Disclosure Statement** means a disclosure statement in a form compliant with the provisions of the *Body Corporate and Community Management Act 1997* and the *Land Sales Act 1984*.
 - iii. **Reservation Period** means up to 5.00pm on the fourteenth (14) day after receipt by the Buyer of a Contract and Disclosure Statement for the Property.

2. The Buyer and the Seller hereby agree as follows:
 - (a) In consideration of the Buyer paying the Reservation Fee the Seller hereby reserves the Property for sale to the Buyer until the end of the Reservation Period.
 - (b) In the event the Buyer executes a Contract for the Property provided by the Seller for the Price specified in this Agreement and otherwise on terms satisfactory to the Seller in its absolute discretion within the Reservation Period, the Reservation Fee shall be applied towards the Deposit payable under that Contract.
 - (c) If the Buyer does not within the Reservation Period execute a Contract for the Property provided by the Seller for the Price specified in this Agreement and otherwise on terms satisfactory to the Seller in its absolute discretion, any rights of the Buyer under this Agreement will lapse.
 - (d) The Buyer acknowledges that following the submission of this Expression of Interest Form and the payment of the Reservation Fee, that Seller will incur costs in having the Contract of Sale prepared for issuing to the Buyer. The Buyer further acknowledges and agrees, that where the Buyer does not enter into a Contract in the circumstances outlined in paragraph (c) above or the Buyer provides notice to the Seller that it wishes to withdraw its Expression of Interest, \$500.00 from the Reservation Fee will be absolutely forfeited by the Buyer to the Seller to meet the administrative costs incurred by the Seller in having entered into the Expression of Interest Form and/or the preparation of the Contract.
 - (e) The Buyer irrevocably authorises the Seller's Solicitor to deal with the Reservation Fee in accordance with this Agreement.
 - (f) If the Seller otherwise elects to terminate this Agreement for any other reason in its absolute discretion, this Agreement will be at an end and the Reservation Fee will be refunded to the Buyer.
 - (g) This Agreement shall be governed by the laws of Queensland.
 - (h) The Buyer acknowledges that any dimensions, layout, design features, views, areas, photographs and artist's impressions provided by or discussed with the Seller prior to executing this Agreement are for presentation purposes and indicative only and are subject to change in accordance with the Contract. It is the Buyer's responsibility to obtain independent advice in relation to the Contract prior to signing.

BUYER'S SIGNATURE:**Date:**
This Expression of Interest Form is subject to and conditional upon the Seller's acceptance hereof.

SELLER'S SIGNATURE:**Date:**
For and on behalf of Property Developments No. 1 Pty Ltd - ACN: 150 555 856