

## EXPRESSION OF INTEREST

### BAY GRAND – 2 BAY STREET, TWEED HEADS

**AGENT:**

Address: \_\_\_\_\_ License Number: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**SELLER:**

Pacific Outlook Pty Ltd - ABN:59 127 809 563  
Address: 301/50 Marine Parade, Southport Q 4215  
Telephone: 07 5528 0111 Facsimile: 07 5528 0333  
Email Address: [contracts@heran.com.au](mailto:contracts@heran.com.au) OR [contracts2@heran.com.au](mailto:contracts2@heran.com.au)

**SELLER'S Solicitor:**

DAVID K LAWYERS  
Address: Level 22, 300 Queen Street Brisbane QLD 4001 / GPO Box 5041 Brisbane QLD 4001  
Telephone: 07 3102 2583 Facsimile: 07 3839 3006  
Email Address: [Amelie@davidklawyers.com.au](mailto:Amelie@davidklawyers.com.au)

**BUYER:**

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**BUYER'S Solicitor:**

Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
Email Address: \_\_\_\_\_

**UNIT NUMBER:**

Unit \_\_\_\_\_ at Bay Grand – 2 Bay Street, Tweed Heads NSW 2485

**PURCHASE PRICE:**

\$ \_\_\_\_\_

**HOLDING DEPOSIT:**

\$1,000.00 [payable when the Buyer signs this Expression of Interest]

**INITIAL DEPOSIT:**

\$ [payable when the Buyer signs the Contract]

**BALANCE DEPOSIT:**

\$ [10% of purchase price payable on the date of Finance Approval]

[Unless otherwise specified in this Expression of Interest, the Purchase Price includes any GST payable on the supply of the Property to the Buyer]

[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 form of an REIQ Contract for Residential Lots in a Community Titles Scheme 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*.
2. The Buyer, by signing this Expression of Interest, confirms the Buyer’s genuine interest in purchasing the Property.
3. As an expression of the Buyer’s genuine intention to purchase the Property, the Buyer tenders the Holding Deposit to be held in the Seller’s Solicitors trust account.
4. The Buyer requests that once the Seller is in a position to do so, the Seller prepare and deliver to the Buyer a Disclosure Statement (if required) and a Contract.
5. If the Buyer after receiving the Disclosure Statement (if required) and the Contract wishes to proceed with the purchase of the Property, the Buyer must sign and return the Contract and other related documents (if any) to the Seller within fourteen (14) days of receiving them together with the Initial/Balance Deposit.
6. In the event that the Contract and other related documents (if any) are not returned to the Seller within the fourteen (14) day period, the Seller may assume that the Buyer does not wish to proceed with the purchase of the Property and further may offer the Property to other interested parties.
7. This Expression of Interest is not a binding agreement and until the Contract is duly signed by both the Buyer and the Seller, no contract is formed and the Holding Deposit is fully refundable.

**DATED:** .....

**BUYER’S SIGNATURE(S):** .....