

EXPRESSION OF INTEREST

Menser Residences, 85 Menser Street, Calamvale **'Off the Plan', Townhomes**

AGENT:

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

SELLER:

Highway Developments No 1 Pty Ltd ACN 625 791 844
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 Menser Residences

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 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):