EXPRESSION OF INTEREST

La Maison, 23 Griffith Place, Seven Hills QLD 4170

Agent:

Licence Number: | Telephone:

Address:

Email Address:

BUYER:

Full Name(s):

Company Name & ACN:

Telephone:

Address:

Email Address:

Are you purchasing as:

- ☐ Owner Occupier
- ☐ Investor

Residency status: ☐ Australian Resident ☐ Non-Australian Resident

GUARANTOR - Full Name(s):

BUYER'S SOLICITOR:

Telephone: | Email Address:

Address:

SELLER:

Name: **Property Developments No. 1 Pty Ltd A.C.N. 150 555 856**

Telephone: 07 5528 0111 | Email Address: contracts@heran.com.au

Address: 301-302/50 Marine Parade, Southport QLD 4215

SELLER'S SOLICITOR: **david k lawyers**

Telephone: 07 3102 2583 | Email Address: developments@davidklawyers.com.au

Address: 105 Bowen Street, Brisbane, QLD 4000 / GPO Box 5041, Brisbane, QLD 4001

PROPERTY:

UNIT NUMBER: Unit _____ in La Maison

Purchase price:

Reservation Fee: $1,000.00 [payable when the Buyer signs this expression of interest]

Balance Deposit: [Balance of 10% of purchase price payable the later of Finance Approval, or within 14 days of the Contract Date]

[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 "unit number" and "La Maison" as the reference:

Account Name: David K Lawyers Law Practice Trust Account
Bank: Westpac Banking Corporation
BSB: 034 003
Account No: 312 056
Ref: [unit] – La Maison

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]

Expression of Interest (EOI) Terms and Conditions

1. In this EOI unless the context otherwise indicates:

   "**Contract**" means a disclosure statement and contract for sale in the form adopted and utilised by the Seller from time to time but otherwise on terms and conditions consistent with the details contained in this EOI;

   "**Reservation Fee**" means the Reservation Fee amount referred to in this EOI
2. The Buyer, by signing this EOI, 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 Reservation Fee to be held in the Seller's Solicitors trust account.
4. The Buyer must pay the Reservation Fee to the Seller's Solicitors trust account at the time stipulated in this EOI. The Buyer acknowledges that the Reservation Fee is to be held in the Seller's Solicitors trust account may not accrue any interest and that the Buyer is not entitled to any interest that may accrue. If the Buyer and Seller enter into a Contract, the Reservation Fee will be credited to and form part of the Deposit under the Contract.
5. The Buyer requests that once the Seller is in a position to do so, the Seller prepare and deliver to the Buyer a Contract.
6. At any time prior to signing the Contract by the Buyer, the Buyer may end this EOI by providing the Seller written notice to that effect in which case the Reservation Fee shall be refunded to the Buyer (less an administration and contract preparation fee, which the Seller may elect to charge in its sole discretion). The Buyer agrees that the administration and contract preparation fee will not exceed $500 (excl. GST, if any) and the Buyer hereby irrevocably authorises the Seller's Solicitors David K Lawyers to withdraw from its trust account the Reservation Fee and pay the Seller the administration and contract preparation fee for its benefit solely and return the balance of the Reservation Fee to the Buyer.
7. If the Buyer, after receiving 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 seven (7) days of receiving the Contract together with the Deposit payable under the Contract.
8. In the event that the signed Contract and other related documents (if any) along with the Initial Deposit are not returned to the Seller within the seven (7) day period, any rights the Buyer has under this EOI will lapse and the Seller may assume that the Buyer does not wish to proceed with the purchase of the Property. Clause 6 above will apply and the Seller may offer the Property to other interested parties.
9. The Buyer acknowledges that:
   a. The Seller has no obligation to agree to sell the Property to the Buyer and may refund the Reservation Fee to the Buyer in its sole discretion at any time without being required to justify or explain such action;
   b. The Seller and its employees, representatives and agents are not liable to the Buyer as a result of any information, statement, warranty, representation, letter, document or arrangement or any conduct provided, made or done by or on behalf of the Seller; and
   c. The information provided in relation to the Property including the Purchase Price is indicative only and may change at any time prior to the Seller executing the Contract. The Buyer will not object to or make any claim compensation relating to such changes.
10. Subject to clause 11, this EOI is not a binding agreement and until the Contract is duly signed by both the Buyer and the Seller, no contract is formed.
11. Clauses 4 and 6 of this EOI are binding on the Buyer and Seller.

BUYER'S SIGNATURE(s): Date:

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SELLER'S SIGNATURE: Date

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