



EXPRESSION OF INTEREST TO PURCHASE

I/We would like to express an interest in the property/properties mentioned below and enclose a \$[] cheque made payable to Carter Newell (as stakeholder). I/We authorise Carter Newell to hold this money as part payment of the deposit under the contract of sale in the event that a contract of sale is entered into by me/us or a related entity.

Details of Interested Party

Full Name(s):	
Address:	
Contacts:	Home: Work: Mobile: Facsimile: Email:

Property Details

Please register my/our interest in: (First Option)	Unit No. _____ in "The Discovery" at Agnes Water, Queensland, 4677
Please register my/our interest in: (Second Option)	Unit No. _____ in "The Discovery" at Agnes Water, Queensland, 4677
Purchase Price:	\$ [Insert purchase price]
Initial Deposit paid: (fully refundable)	\$ [Insert deposit paid]
Total Deposit:	\$ [Insert remaining deposit owing]

Details of Interested Party's Solicitor (if known)

Name:	
Firm:	
Street Address:	
Postal Address:	
Contacts:	Telephone: Facsimile: Email:

Basis of Expression of Interest

To: **The Developer, The Discovery Project**
1770 Constructions Pty Ltd (ACN 120 458 479)

And To: **The Seller**
Awatere Nominees Pty Ltd (ACN 070 155 903)
as trustee for the Awatere Unit Trust

I/We request that a contract for sale is prepared and issued on the following basis:

- (a) The Seller will be Awatere Nominees Pty Ltd (ACN 070 155 930) as trustee for the Awatere Unit Trust (the "**Seller**").
- (b) I/We acknowledge that I/we may not be the only person/people interested in the above-mentioned property/properties and the signing of this Expression of Interest does not confirm in anyway that I/we will be invited to enter into a contract of sale.

- (c) Counter-signature of this Expression of Interest only confirms receipt by the Seller of this Expression of Interest together with receipt of payment of the initial deposit tendered by me/us. Once the Expression of Interest is countersigned by the Seller, the Seller may at its discretion elect to issue a contract for the nominated Lot.
- (d) I/We acknowledge that Expressions of Interest are only accepted on the basis that I am/we are capable of entering into a cash/unconditional contract of sale, should we be invited to do so.
- (e) This Expression of Interest is NOT a binding commitment for any party and no contract is formed until the contract of sale documents are properly completed and signed by both parties.
- (f) If the Seller wishes to issue a proposed contract of sale in my/our favour following receipt of this Expression of Interest, we will be contacted by the Agent for the Developer and the Seller to finalise contract details and arrange for execution by me/us.
- (g) I understand that the initial deposit paid by me/us remains fully refundable until the contract of sale is properly completed and signed by both parties. I/We may cancel this Expression of Interest and request a full refund of the initial deposit paid at any time prior to entry into a binding contract of sale.
- (h) I/We acknowledge that the Seller reserves the right to make changes to the design or layout of the abovementioned property/properties, to the number of lots or any other aspect of the development.
- (i) Once contract documentation is sent to me/us we have a period of **10 days** to sign and return the contract of sale. If the contract of sale is not received by the Seller as per the above time frame, my/our rights under this Expression of Interest will expire and the property will be released for sale by the Seller and all monies paid by me/us shall be refunded in full.
- (j) A 10% cash deposit must be paid within **14 days** from the date of contract of sale.
- (k) If no contract of sale is entered into by me/us with the Seller within **60 days** after receipt by the Seller of this Expression of Interest, then if no request for refund of the initial deposit has previously been made, all deposit monies will be automatically refunded by cheque in favour of the Interested Party to the address as stated in this Expression of Interest, and the Seller shall have no further liability to me/us in respect of return of the initial deposit monies.
- (l) If the Seller enters into a contract of sale in respect of our First Option and our Second Option with another party, the Agent will notify me/us and we shall have the opportunity to lodge an Expression of Interest on another unit in The Discovery, or request refund of the initial deposit paid.
- (m) No interest will be paid to me/us by the Seller on the initial deposit paid pursuant to this Expression of Interest, regardless of whether or not any contract of sale is subsequently entered into.

Privacy Statement

The personal information obtained from the Interested Party pursuant to this Expression of Interest will be managed by the Developer, the Seller and their Agent in accordance with the Privacy Statement for The Discovery Project which can be viewed on our website at: www.thediscovery.com.au, or a copy may be obtained from the Agent on request.

Signed by the Interested Party:

Signature:

Full name:

Position (if Interested Party is not an individual or individuals):

Date Signed:

Signed for and on behalf of the Developer and the Seller by their duly authorised Agent:

Signature:

Date Signed:
