



## **MIRVAC EXPRESSION OF INTEREST (EOI) VIA PRIORITY SYSTEM TERMS AND CONDITIONS**

### **PURPOSE**

The following Terms and Conditions apply to all potential purchasers of the “Stage One” at Ashford Residences on Saturday 9<sup>th</sup> and Sunday 10<sup>th</sup> November 2019.

### **EXPRESSION OF INTEREST (EOI) PROCESS**

#### **EXPRESSION OF INTEREST ONLINE FORM**

1. Expression of Interest (EOI) will open at 10 AM AEST Wednesday 30<sup>th</sup> October 2019 and close on 10AM AEST, Thursday 7<sup>th</sup> November 2019 and/or the time that the number of EOIs reach the cap imposed by Mirvac (in its discretion). The EOI form can be accessed on the following URL <http://eoi.ashford.mirvac.com>
2. Please ensure that you take your time when entering all details required in the EOI form.
  - a. Name
  - b. Address
  - c. Email
  - d. Phone Number
  - e. Lot Preferences
3. Once you have successfully submitted your EOI you will receive an email to the exact email address you have entered with a unique reference number.
4. Factors used to determine the order of appointments at the “Stage One” release are the date and time at which you open the EOI form and the date and time at which your fully refundable \$1,000 deposit is received by our financial institution.
5. If you go to the webpage to commence completing an EOI form and do not submit the completed form within 15 minutes the form will lapse and you will need to recommence the process and you will lose your place in the queue.

#### **PAYMENT OF EXPRESSION OF INTEREST**

6. You will be required to pay AUD \$1,000 (refundable) EOI payment by Electronic Funds Transfer (EFT). You must quote your unique reference number (from the email you receive after submitting your EOI form) in the description when processing payment. Your \$1,000 (refundable) EOI payment must be received within 24 hours of the time and date of your EOI form submission.
7. Payment details will be included in the email that you receive after submitting your EOI.
8. You must send a copy of the payment receipt by email to Jodie Johnson [jodie.johnson@mirvac.com](mailto:jodie.johnson@mirvac.com) immediately as proof of payment. This must be done no later than 10 AM AEST, Friday 8<sup>th</sup> November 2019.
9. If a payment receipt is received after this date and time, your EOI will be void and you will not be eligible to be part of the “Stage One” Release.
10. CASH, CHEQUE, CREDIT CARD OR EFTPOS will not be accepted.
11. Please check with your bank your daily transfer limit.

### **Correct Details**

12. One (1) EOI per Client/s. Any subsequent EOI with or including the same name(s) will be deemed invalid and not entered into the Release.

*For example:*

*Jane Bloggs (email: jane.b@hotmail.com) submits her first EOI. This will be accepted. Subsequently, Jane Bloggs and Fred Bloggs (email fred.b@hotmail.com) submit an EOI. The second EOI will be deemed invalid and not entered into the ballot as Jane Bloggs has already submitted an EOI.*

13. You are required to enter into the contract for sale in the EXACT name or names as submitted in your EOI. Proof of Photo Identification (ID) will be required at the time of checking in at the sales office on release day as well as when signing the contract of sale on the release day. The EOI and position in the queue IS NOT TRANSFERABLE. Please check the accuracy and spelling of the EOI form prior to submission as errors may deem the EOI submitted invalid.
14. ID must comprise:
15. in the case of Australian citizens/permanent residents:
  - a. Australian Passport; or
  - b. Australian Drivers Licence and Medicare Card; or
  - c. Permanent Residency Visa/Immicard; or
16. in the case of foreign purchasers, a foreign passport or certified evidence of citizenship.
17. EOIs from clients purchasing in a company name must be issued in the names of the sole Director or two Directors of the relevant company.
18. EOIs from clients purchasing in a Trust must be issued in the names of the natural person Trustee/s or where the Trustee is a company, the sole Director or two Directors of that company.

### **APPOINTMENT CONFIRMATION**

19. On Thursday 7<sup>th</sup> November 2019 you will receive an email confirming your appointment time on Release Day
20. Please note this appointment cannot be changed for an earlier time as appointment order is strictly in accordance with clause 4 above.

### **RELEASE DAY SATURDAY 9<sup>th</sup> AND SUNDAY 10<sup>th</sup> NOVEMBER 2019**

21. Your appointment will take place on either Saturday 9<sup>th</sup> November or Sunday 10<sup>th</sup> November 2019
22. Due to Foreign Investor Review Board requirements, the following photo ID is required on Contract Signing Day for each purchaser regardless of whether they are a Foreign Purchaser or local purchaser:
  - a. Passport; OR
  - b. Australian Drivers Licence and Medicare card; OR
  - c. Permanent Residency Card/Immi card.
23. You will be required to sign a contract of sale for your selected lot on Release Day.
24. This contract of sale must be completed in the exact name as your EOI. If you wish to add additional names to the contract of sale that will be subject to the Sales Manager's approval (in their absolute discretion).
25. Nominations will be accepted only to immediate family members husband (including de facto) wife (including de facto), mother, father, brother, sister, son or daughter.
26. Mirvac has a limit on the number of sales that can be made to clients that are not Australian citizens or permanent residents (Foreign Purchasers) so reserves the right to cease selling to

Foreign Purchasers at any time. For further information please contact your Mirvac Sales Consultant.

27. Power of Attorney (POA) signing will be allowed on Release Day. Please ensure that you have the original POA form completed and signed with you for your appointment.
28. A 10% deposit is required, payment of the balance of the deposit is 14 Business Days from day of contract signing.

#### **GENERAL TERMS AND CONDITIONS**

29. Mirvac reserves the right to vary, replace or terminate these Terms and Conditions at any time.
30. Your participation in the EOI process and paying the \$1,000 payment does not guarantee you the right to purchase a property. Mirvac reserves the right (at its discretion) to refuse to sell you any property or proceed in any aspect of the process described above.
31. By participating in the process, you do so at your own risk, accepting any costs you incur in doing so and proceeding on the basis that, until you receive a contract of sale executed by or on behalf of Mirvac, no aspect of the process is legally binding and does not involve Mirvac becoming liable to you in any way.
32. Mirvac staff and pre-qualified first home buyers may be offered an opportunity to purchase prior to launch. Expressions of Interest are subject to availability of product. There is no guarantee that participants will receive an appointment or offer to enter into a contract for sale.