

# Reservation Form

# COTTON TREE

BY MOSAIC

- Print clearly in capital letters using black or blue pen
- Ensure the fields are completed
- Ensure ID for all purchasers is included
- Scan the form to: kbrooker@mosaicproperty.com.au

## 1 PURCHASING ENTITY – MUST BE COMPLETED

Please state exactly as it is to appear on the contract

Are you purchasing as:  OWNER / OCCUPIER  INVESTOR If SMSF / TRUST / COMPANY, please include the following information:  FIRB

1. Name/s of all Directors
2. Company ACN
3. Trust Deed

## 2 PURCHASER/S: IMPORTANT- INCLUDE ID FOR ALL PURCHASERS

Full Name/s of Purchaser 1

Title (MR / MS)	Surname	Given Name	Middle Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Full Name/s of Purchaser 2

Title (MR / MS)	Surname	Given Name	Middle Name
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## CONTACT DETAILS

Physical Address

<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
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Mobile Purchaser 1  Mobile Purchaser 2

Email Purchaser 1

Email Purchaser 2

## 3 SOLICITOR DETAILS – MUST BE COMPLETED

Company & Name of Solicitor

Can your solicitor act in the state of QLD  Is your solicitor located in the state of QLD (preferred)  Mosaic Property Group to recommend solicitor

Address

<input type="text"/>	State	<input type="text"/>	Postcode	<input type="text"/>
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Phone Number  Fax

Email Address

## IMPORTANT NOTE

This document does not constitute a binding agreement to sell or purchase a dwelling with Mosaic Property Group. It merely constitutes a reservation. Subject to finalisation of pre-contract matters and formalities, a Contract of Sale will be forwarded to your nominated party for review.

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## 4 PROPERTY DETAILS

Development of Interest

COTTON TREE BY MOSAIC

LOT NO

Price

\$

DEPOSIT

Holding Deposit (payable on signing this form)

ELECTRONIC FUNDS TRANSFER \$5,000 DEPOSIT

Attach copy (SCREEN GRAB) OF EFT RECEIPT OF HOLDING DEPOSIT TO THIS FORM VIA EMAIL.

### TRUST ACCOUNT DETAILS

Description Reference for electronic payment **MUST INCLUDE**

Lot Number & Project Name (Including Buyer Surname If Space Permits)

ACCOUNT NAME	MSJA Lawyers Pty Ltd Law Practice Trust Account
BANK	Macquarie Bank
BSB	184 446
ACCOUNT NO	304438542
SWIFT CODE	MACQAU2S

**MUST** REFERENCE ##### COTTON TREE [Buyer Surname if space permits]

1 **MUST** Reference: Lot ## & Project Name.

2 Expiration of reservation is 7 days from date of signing this form.

I/We will pay the 10% deposit of purchase price by:

Cash Deposit

Bank Guarantee

NOTE Deposit Bonds are not accepted.

10% deposit balance minus holding deposit.

(payable on exchange/unconditional contract)

\$

Balance due on settlement

\$

CONTRACTS WILL NOT BE SUBJECT TO FINANCE

## RESERVATION TERMS AND CONDITIONS The

**Seller and the Buyer hereby agree as follows:**

- In consideration of payment of the Reservation Fee the Seller hereby reserves the dwelling specified in this reservation (the "Reservation") for sale to the buyer until the end of the Reservation Period (7 days from the signing of this form).
- The Buyer acknowledges that it is not entitled to any interest which accrues on the Reservation Fee which is held in trust.
- At any time prior to the signing of a Contract of Sale for the dwelling (the "Contract") by the Buyer, the Buyer may end this Reservation 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 is \$1,000.00 (inclusive of GST).
- When a Contract is properly executed by the parties, the full amount of the Reservation Fee shall be applied towards the Deposit payable under the Contract.
- If the Buyer does not execute the Contract for the dwelling reserved under this Reservation, in a form acceptable to the Seller by the end of the Reservation Period and pay the balance of the Deposit of 10% of the price of the dwelling or provide a bank guarantee as security for the balance of the Deposit of 10% of the price as required under the Contract, any rights of the Buyer under this Reservation will lapse and the Reservation Fee will be refunded to the Buyer (less the Administration and Contract Preparation Fee, which the Seller may elect to charge in its sole discretion). In the event that the Seller becomes entitled to the Administration and Contract Preparation Fee in accordance with this Reservation, the Buyer hereby irrevocably authorises the Seller's solicitors MSJA Lawyers to withdraw from its trust account the Reservation Fee and pay to the Seller the Administration and Contract Preparation Fee for its benefit solely and return the balance of the Reservation Fee to the Buyer.
- The Buyer acknowledges that:
  - The Seller has no obligation to agree to sell a dwelling in the Development, to the Buyer, and may refund the Reservation Fee to the Buyer in its sole discretion and at any time without being required to justify or explain such action;
  - Mosaic Property Group 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;
  - The information provided in relation to any dwelling in the Development, including its price, is indicative only and may be changed at any time prior to the exchange of the Contract for a dwelling;
  - The Buyer may not make any objection or claim compensation relating to such a change; and
  - This Reservation shall be governed by the Real Estate laws.

SIGNED BY YOU

Write Full Name

Signature

Date