



FORDE SALES POLICY

1. Blocks will be sold via a private treaty method on the basis of 'first come first served' in accordance with the Forde Release Process.
2. Only one block will be sold to any one buyer, be it a private individual or company. Blocks purchased cannot be changed into one private individual name or company name subsequent to the issue of the sales instruction. However private individual or companies are eligible to purchase more than one block in the one name on the Friday following the Sales Day or an earlier date determined by the Project Director. ACN/ABN numbers must be provided at time of sale instruction if purchasing in a company name. In addition 'and or nominees' is not accepted for inclusion on the sales instruction.
3. All buyers' details including their conveyancing firm/solicitors are required to be recorded on the sales instruction. Unless a buyer is acting for themselves in the transaction then it is imperative that the buyer provides solicitor details at the time of the initial deposit being paid otherwise the deposit cannot be received or receipted and it will not be considered to be a completed sale.
4. An initial deposit of \$1000 is payable at the time of a sales instruction being completed with a buyer. Initial deposits can be made by EFTPOS, credit card (MasterCard or Visa) or by cheque made payable to Forde Realty Trust Account. A trust account receipt will be issued at the time of deposit payment. Cash will not be accepted.
5. If a buyer does not wish to proceed with a purchase then a signed letter is required from the buyer advising Forde Developments they do not wish to proceed and requesting their initial deposit of \$1000 be refunded. Before the deposit is refunded a signed letter must be faxed or scanned in PDF format and sent by email directly from the buyer, if they are acting on their own behalf, or their solicitor confirming termination of the sale.
6. Once the initial deposit has been received and receipted the buyer has 14 days to exchange contracts and/or obtain finance approval and gather any further information for the benefit of the purchase. If the buyer is satisfied and wishes to proceed then the balance of 10% is to be paid by bank cheque made payable to Forde Realty Trust Account and provided together with the signed contract for exchange of contracts. The balance of 10% deposit cannot be paid by credit card. If a buyer does not have the balance of 10% in available funds then Deposit Bonds/Bank Guarantees are acceptable (subject to the conditions contained within the contract of sale). Deposit Bonds are to be made out to the Land Development Agency.
7. If the contract is not signed and the 10% balance is not received at the conclusion of the exchange period then the block may be placed back on the market at the discretion of the Project Director and the initial deposit fully refunded to the customer. The Project Director reserves the right to return a block to market after the exchange period expires and to return the deposit.
8. A draft contract is on display at all times in the Sales and Information Centre for prospective buyers to view and ask questions of if they are unsure of the sales/exchange process. Draft contracts cannot be taken out of the Sales and Information Centre.
9. No alternative sale price offers will be considered
10. No changes to Sales Contracts will be considered
11. Camping at the Forde Sales and Information Centre will **not** be allowed
12. Forde Developments reserves the right to withdraw and/or alter the Forde Sales Policy at any time without notice.

9th August, 2010