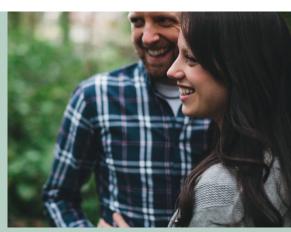
Fletcher Living



TERMS AND CONDITIONS
OF THE AFFORDABLE
HOUSING BALLOT DRAW





Three Kings SI-LA Stage One

Development:

Three Kings SHA - Stage One, Onyx Apartments

Application Closing Date: Tuesday 5 September 2017

TERMS AND CONDITIONS

- 1. To qualify to enter the ballot draw you must:
 - · Comply with the eligibility criteria.
 - Complete a 'Confirmation of Interest' form.
 You can only lodge one submission, multiple entries will be disregarded.
 - Submit a <u>Statutory Declaration</u> confirming that you meet the eligibility criteria.
 All applicants (including all those parties intending to purchase the affordable housing units in joint ownership) will be required to sign a Statutory Declaration to accompany their confirmation of interest.
 - Submit all of the above information by hand delivery (details below) in a DLE size envelope to a Fletcher Living representative at the Sales Suite by 5.00pm on the closing date.

Hand delivery: Onyx Apartments G07 Sales Suite 987 Mt Eden Rd Three Kings

- 2. Fletcher Living reserves the right for an independent body (selected by Fletcher Living) to evaluate all confirmation of interest applications and confirm eligibility. The decision of the independent body as to eligibility is final and no correspondence will be entered into regarding eligibility.
- **3.** All eligible applications will be placed in the ballot draw.
- **4.** On the ballot date (Wednesday 6 September 2017), applications will be drawn randomly by an independent body for each dwelling. A back-up list of a further three applicants will be selected from

Continued



the draw, should any of the applicants not be able to complete the sale and purchase transaction for any reason. The next applicant randomly drawn will be notified of their success. Unsuccessful applicants will not be notified of the results of the draw.

- **5.** The first two applicants randomly drawn from the ballot will be offered the first right to purchase by:
 - Signing an Agreement for Sale and Purchase for the purchase price specified.
 - Paying a 10% deposit as specified in the Agreement for Sale and Purchase within ten (10) working days of being notified of your selection.

If the successful applicant fails to sign the Agreement for Sale and Purchase and pay the deposit within ten (10) working days of being notified, that applicant will be deemed to have forfeited his or her right to purchase the dwelling and Fletcher Living may offer the dwelling to the next name randomly drawn from the ballot. The next applicant will then be required to comply with the above conditions within ten (10) working days of being notified that they are the successful applicant.

- **6.** Fletcher Living will receive, collect and hold the following personal information from applicants entering the ballot:
 - Name
 - Phone number
 - Email address
 - · Post code

Fletcher Living will use the applicant's personal information to contact any successful applicant. From time to time, Fletcher Living may send the applicant and the applicant agrees to receive emails and other material relating to Fletcher Living projects. The applicant may opt out of receiving those emails and other materials by following the opt-out instructions provided in the relevant communication.

7. Fletcher Living will not be responsible for any cost, loss or expense incurred by any applicant in connection with their entry into the ballot or purchase of the dwelling except as may be set out in a binding signed Agreement for Sale and Purchase.