

Expression of Interest Agreement



Seller

Seller Name: Foreverlen Pty Ltd ACN 619 369 612
Seller Address: C/O HopgoodGanim Lawyers, Level 8, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000
Solicitor: HopgoodGanim Lawyers, Level 8, Waterfront Place, 1 Eagle Street, Brisbane QLD 4000

Buyer – If Buyer is a Person/s

Buyer 1 / Trustee 1
(if applicable)

Full Legal Name _____
Address _____
Contact Number _____
Email Address _____

Please note: An individual email address for each buyer is required for DocuSign purposes.

Trust Name _____ ABN _____
(if applicable)

Buyer 2 / Trustee 2
(if applicable)

Full Legal Name _____
Address _____
Contact Number _____
Email Address _____

Please note: An individual email address for each buyer is required for DocuSign purposes.

Trust Name/ABN _____ ABN _____
(if applicable)

Buyer – If Buyer is a Company

Full Entity Name _____
ACN _____
Address _____
Trust Name (if applicable) _____ ABN _____
Signer Type (please select one) Two Directors Director / Secretary Sole Director / Secretary POA/Constitution

Please note: If the sole director is also the secretary, only **Signer 1** needs to be completed.

Signer 1

Full Legal Name _____
Address _____
Email Address _____

Please note: An individual email address for each signer is required for DocuSign purposes.

Contact Number _____

Signer 2 (if applicable)

Full Legal Name _____
Address _____
Email Address _____

Please note: An individual email address for each signer is required for DocuSign purposes.

Contact Number _____

Buyer Solicitor

Firm Name _____
Ref. Name _____
Email Address _____
Contact Number _____
Postal Address _____
Fax Number _____

Allotment

"Lilywood Landings", Caboolture River Road, Lilywood QLD 4510

Proposed Lot Number		Size		sqm
Stage				
Purchase Price				

Deposit

Initial Deposit	\$2,000	due upon submission of this signed Expression of Interest
Balance Deposit	Balance 5% of Purchase Price	due two (2) business days from the Contract Date

Trust Account Details for Deposit

Nominated Deposit Holder:	HopgoodGanim Lawyers
Bank Name	St George Bank Ltd
Bank Address	Level 14, 123 Eagle Street, Brisbane QLD 4000
Account Name	HopgoodGanim Law Practice Trust Account
BSB	334-040
Account Number	55-194-1309
Reference	LWL Lot _____

Please email sales@lilywoodlandings.com.au the bank remittances for ALL payments you make towards the Deposit.

Background

- A The Seller is the owner of the Land upon which the Allotment is proposed to be contained.
- B The Seller intends on subdividing the Land to create the Allotment.
- C The Interested Party has expressed interest, pursuant to the terms contained in this Expression of Interest ("the Agreement"), in purchasing the Allotment.
- D This Expression of Interest does not create a binding agreement to sell or buy the lot.

Agreed Terms of this Expression of Interest

1. Deposit

1.1 Payment

The Interested Party agrees to pay the amount of **\$2,000 as an Initial Deposit** to the Nominated Deposit Holder upon signing this Expression of Interest.

1.2 Termination and Refund

The Interested Party may terminate the Agreement and request a refund of the Deposit at any time prior to entering into the Contract referred to in Clause 3. The Seller may also terminate the Agreement and refund the Deposit at any time prior to executed the Contract referred to in Clause 3.

2. Electronic Transactions Consent and Notices

The Buyer consents;

- (a) To information and notices being given by electronic communication if the Seller chooses to do so (this is consent for the purposes of sections 11 and 12 of the Electronic Transactions (QLD) Act 2001 and the Electronic Transactions Act 1999 (CWTH).
- (b) To the Seller having the option to send notices by email to the Buyer or its Solicitor.
- (c) To any email notices to be taken as validly given if the sender receives an electronic notification that the email was delivered to the recipient.
- (d) To the Seller having the option, in the Seller's absolute discretion, to notify the Buyer that it will also accept notices from the Buyer in email format on the same terms.

3. Contract

3.1 Execution

- (a) The Interested Party and Seller will sign a contract for the sale of the Allotment, on terms and conditions acceptable to both parties, ("the Contract") within seven (7) days of the date that the Seller notifies the Interested Party that the contract is made available.
- (b) If the Contract is not entered into within that time, or within a timeframe as agreed with the seller, the Agreement will lapse, and the Deposit referred to in Clause 1.1 will be refunded to the Interested Party.

3.2 Balance Deposit

The Interested Party agrees to pay a **Balance Deposit** of up to 5% of the Purchase Price within two (2) business days from the Contract Date. The Initial Deposit referred to in Clause 1.1 will be applied to the Initial Deposit under the Contract.

3.3 Settlement/Completion

The Settlement Date of the Contract will be **fourteen (14) days after the issue of the title certificate for the Allotment**, unless otherwise stipulated in the Contract of Sale.

3.4 Other Conditions (if any)

(Please specify)

Signing

Dated _____

Name – Buyer/Signer 1

Signature

Name – Buyer/Signer 2

Signature