

# 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

Please select if you are wishing to purchase the lot as an owner occupier or investor:

OWNER OCCUPIER

INVESTOR

## 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  
(if applicable)

ABN

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  
(if applicable)

ABN

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### 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 \_\_\_\_\_

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### Buyer Solicitor

Firm Name \_\_\_\_\_  
Ref. Name \_\_\_\_\_  
Email Address \_\_\_\_\_  
Contact Number \_\_\_\_\_  
Postal Address \_\_\_\_\_  
Fax Number \_\_\_\_\_

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## Allotment

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

Proposed Lot Number	_____	Size	_____	sqm
Stage	_____			
Purchase Price	_____			

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## Deposit

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

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## Trust Account Details for Deposit

Nominated Deposit Holder:	<b>HopgoodGanim Lawyers</b>
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](mailto:sales@lilywoodlandings.com.au) the bank remittances for ALL payments you make towards the Deposit.

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## 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.   |

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## 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)

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**Buyer Checklist (Required Documents)**

Please ensure the following documents are included when you submit this Expression of Interest:

- Buyer identification for EACH buyer/signer, either:
  - Driver Licence (front and back), **or**;
  - Passport
- Evidence of purchasing capacity, either:
  - Pre-approval letter (if acquiring the funds through a loan), **or**;
  - Evidence you hold enough funds to purchase the property

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**Signing**

Dated \_\_\_\_\_

\_\_\_\_\_  
Name – Buyer/Signer 1

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name – Buyer/Signer 2

\_\_\_\_\_  
Signature