# Expression of Interest Agreement

Trust Name/ABN

(if applicable)



Seller				
Seller Name:	Foreverlen Pty Ltd ACN 619 369 612			
Seller Address:	C/O Mullins Lawyers, Level 21, 123 Eagle Street, Brisbane QLD 4000			
Solicitor:	Mullins Lawyers, Level 21, 123 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 Buy Buyer 1 / Trustee	er is a Person/s			
(if applicable				
Full Legal Name				
Address				
Contact Number				
Email Address				
	Please note: An <u>individual</u> email address for each buyer is re	quired for DocuSign purposes.		
Trust Name		ABN		
Buyer 2 / Trustee : (if applicable)				
Full Legal Name				
Address				
Contact Number				
Email Address				

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

ABN

<b>Buyer – If Buyer</b> 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 <b>Signer 1</b> needs to be completed.	
Signer 1		
Full Legal Name		
Address		
Email Address		
	Please note: An <u>individual</u> 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 <u>individual</u> email address for each signer is required for DocuSign purposes.	
Contact Number		
D Caliaitas		
Buyer Solicitor		
Firm Name Ref. Name		
Email Address		
Contact Number		
Postal Address		
Fax Number		

# "Lilywood Landings", Caboolture River Road, Lilywood QLD 4513 Proposed Lot Number Stage

# **Deposit**

Purchase Price

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: Mullins Lawyers

Bank Name St George Bank Ltd

Bank Address Level 12 Waterfront Place, 1 Eagle Street, Brisbane QLD 4000

Account Name Mullins Lawyers Trust Account

BSB 334-040
Account Number 55-183-2647
Reference LWL Lot \_\_\_\_\_

Please email <a href="mailto:sales@lilywoodlandings.com.au">sales@lilywoodlandings.com.au</a> the bank remittances for <a href="mailto:ALL">ALL</a> payments you make towards the Deposit.

# **Background**

Α	The Seller is the owner of the Land upon which the Allotment is proposed to be contained.
В	The Seller intends on subdividing the Land to create the Allotment.
С	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.

# 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 Buyer's intended use of Lot – owner occupier

The Buyer warrants in favour of the Seller that the Buyer's intended use of the Lot once construction of the dwelling is completed, will be for owner occupation purposes (personal use).

3.5	•		
	(Please specify)		
	Buyer Checklist (Required Docume)	nts) cluded when you submit this Expression of Interest:	
	Buyer identification for EACH buyer/signer, eit		
	<ul> <li>Driver Licence (front and back), or;</li> </ul>		
	Passport		
	Evidence of purchasing capacity, either:  • Pre-approval letter (if acquiring the fu	inds through a loan) <b>or</b> :	
	<ul> <li>Pre-approval letter (if acquiring the funds through a loan), or;</li> <li>Evidence you hold enough funds to purchase the property</li> </ul>		
Signing			
Dated			
Name – Buyer/Signer 1		Signature	
Nama Puwar/Signar 2		Signature	
Name – Buyer/Signer 2		Signature	