

Expression of Interest (EOI) Terms and Conditions

Binding Land Sale Contract	means	a binding contract for the sale of a Lot from GTR to the EOI Applicant in the form of the contract made available to the EOI Applicant pursuant to clause 4
Start Time	means	10am (AEST) on 06/08/2020
Closing Time	means	5pm (AEST) on 01/09/2020
End Date	means	5pm (AEST) on 01/09/2020
GTR Email	means	enquiries@googong.net
Reserve Price	means	the undisclosed reserve price for the Lot acceptable to GTR
GTR Office	means	12 Courtney Street, Googong
EOI Applicant	means	the person named as the EOI Applicant in the EOI Application Form and is the ultimate purchaser who enters into the Binding Land Sale Contract. Company or Builder sales are not eligible for EOI process.
EOI Application Form	means	the Expression of Interest (EOI) Application Form attached to this document.
GTR	means	Googong Township Realty Pty Limited ACN 155 621 828

1. GTR EOI Process
This document sets out the terms and conditions of the EOI Process. The EOI Applicant acknowledges and accepts the EOI Process and the terms and conditions of the EOI Process.
2. Proposed Binding Land Sale Contract
The EOI Applicant may, at any time prior to the End Date, contact the GTR Office and request that GTR forward to the EOI Applicant a copy of the proposed Binding Land Sale Contract.
3. How to lodge an Expression of Interest (EOI) Application Form
 - 3.1 To lodge an EOI Application Form, the EOI Applicant must, from the Start Time and prior to the Closing Time:
 - complete the EOI Application Form by completing all parts of the EOI Application Form including the price offered by the EOI Applicant for the nominated Lot (noting that any preference other than the first preference need not be completed); and
 - forward the EOI Application Form and evidence of finance pre-approval for the price of the nominated Lot to the GTR Email after the Start Time and before the Closing Time.

An EOI Application Form received by GTR prior to the Start Time or after the Closing Time will not be eligible.

4. If an EOI Applicant is successful
 - 4.1 Following the Closing Time, GTR will contact all successful EOI Applicants and:

- advise that they have been successful in relation to the Lot nominated in the EOI Application Form if the nominated price is above the Reserve Price; and
 - nominate a time for the EOI Applicant to attend the GTR Office; and
 - confirm the price and the full deposit payable under the proposed Binding Land Sale Contract.
 - Should the EOI Applicant fail to answer the contact telephone number provided on the Priority Reservation Form between the hours of 10:00am (AEST) and 1:00pm (AEST) on TBC, GTR will automatically award the EOI Applicant's queued position to the next queued party and EOI Applicant will then be added to the end of the queue.
- 4.2 If GTR advises that the EOI Applicant is successful, and the EOI Applicant wishes to proceed to enter into a Binding Land Sale Contract, then the EOI Applicant must, within one week after the End Date attend the GTR office at the nominated time to:
- complete the sales instructions including the solicitor/conveyancer details of the EOI Applicant; and ,
 - pay a holding deposit of \$1,000.
- 4.3 If the EOI Applicant does not attend the GTR Office and complete the sales instructions within one week of the End Date (**Confirmation Period**) then GTR may offer the Lot for sale to the general public at any time after the expiry of the Confirmation Period.
- 4.4 Completed sales instructions will be forwarded to the EOI Applicant's legal representative and HWL Ebsworth Lawyers who will prepare the Binding Land Sale Contract. Exchange of the Binding Land Sale Contract including payment of the balance of the deposit, must take place within 3 weeks of receipt or the Lot may be returned to the market for sale without further notice.
5. If an EOI Applicant is not successful.
- If the EOI Applicant is not successful in securing a Lot or if an EOI Applicant does not enter into a Binding Land Sale Contract on or before the End Date then GTR must advise the EOI Applicant of this.
6. Conditions of submitting an EOI Application Form
The EOI Applicant acknowledges and agrees that:
- 6.1 GTR is not responsible for:
- an EOI Applicant misunderstanding any aspect of the EOI Process or failing to submit a EOI Application Form in accordance with the EOI Process; or
 - any costs or expenses incurred by the EOI Applicant in relation to the EOI Process.
- 6.2 GTR may alter the EOI Process in its absolute discretion at any time during the EOI Process - including without limitation GTR may withdraw one or more EOI Lots from the EOI Process, sell any one or more of the EOI Lots to any person or persons at any time, consider or not consider any EOI Application Form, change the End Date, accept EOI Application Forms made after the Closing Time, or change the EOI Process requirements.
- 6.3 GTR may, in its absolute discretion, use any evaluation criteria in assessing any EOI Application Form including without limitation taking into account any factor (whether included in the EOI Application Form or not) which GTR in its absolute direction considers appropriate.
- 6.4 GTR reserves the right to limit the number of Lots sold to each EOI Applicant;
- 6.5 Changes to an EOI Applicant's name(s) or purchasing entity name on the Binding Land Sale Contract will be at the discretion of GTR.
- 6.6 The eventual purchaser of the preferred Lot will be bound by the terms of the Binding Land Sale Contract as soon as exchange of the Binding Land Sale Contract with has occurred.
- 6.7 Deposit refunds take 10-14 days to be processed and are issued by way of bank cheque.
- 6.8 GTR may, in its absolute discretion, retain all documents submitted by the EOI Applicant in relation to this EOI Process, and all such documents become the property of GTR and can be used, copied and disclosed to third parties by GTR in GTR's absolute discretion.
7. No legal relationship between GTR and EOI Applicant until the Binding Land Sale Contract is exchanged.

There is no legal relationship between the parties under the EOI Process. Nothing in the EOI Process gives rise to a contract for the sale of a Lot, the EOI Process is not an offer for the sale of a EOI Lot by GTR or by the EOI Applicant

which is capable of acceptance to form a contract, and GTR expressly disclaims that it has an intention to enter into a contract for the sale of a Lot other than the Binding Land Sale Contract.

8 General

- 8.1 All copyright in this document and the EOI Process are reserved to GTR.
- 8.2 The EOI Applicant must keep this document and the EOI Process confidential unless it obtains the prior written consent of GTR (which may be withheld in GTR's absolute discretion).
- 8.3 Each party irrevocably submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales and courts of appeal from them in respect of any proceedings arising out of or in connection with this document and the EOI Process.
- 8.4 This document states all the express terms of the agreement between the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.
9. Attached to this document (and forming part of this document) is the EOI Application Form.