



EOI Terms & Conditions -

Expression of Interest (**EOI**) submissions will open at 10am AEST [(Saturday 4 December] and will close at the earlier of 10am [(Sunday 5 December)] and the time that the numbers of EOIs reach the cap determined by Jinding (in its discretion). Jinding will accept correctly completed EOIs up to the level of the cap by the order in which the EOIs are received, as recorded in Jinding's IT system (ie on a first in best dressed policy). EOIs that accepted within the cap will be **Confirmed EOIs**. Jinding will notify you whether your EOI is successful or not within a reasonable period.

The EOI form can be accessed on the following web address:
<https://octavejunctionvillage.com.au/ballot/>

Please ensure that you enter in the following details (Contract Name, Address, Email, Phone Number, Lot preferences) in your EOI submission. Note that you will be required to enter into a contract for sale in the exact name or names you enter into the EOI. Please carefully check that you enter the correct names you wish to purchase in (to include those purchasing as a company or in a trust).

EOIs are purely expressions of interest for a contract appointment with no claim or entitlement to a specific lot. Information provided for the description of land lots are for illustrative purposes only. Actual measurements, locations and price of land lots will be set out in the contract of sale. You will need to sign a contract of sale to complete the purchase of any lot.

Your allocation as a Confirmed EOI is not transferable. The name you enter into the EOI form must be the name used at the contract signing appointment.

Only 1 EOI per household can be submitted (ie a couple or family cannot lodge separate EOIs for multiple appointments).

Contract of sale appointment times will be confirmed from [(Saturday 4th December, 10am)]. You will receive a phone call from a sales representative on behalf of Jinding to confirm your lot allocation and arrange a contract signing appointment.

When arranging a contract signing appointment a \$1,000 fully refundable deposit must also be made. This will be a EFT payment to Jinding's sales agency's trust account. If you do not proceed to a contract of sale (including where you are not able to provide evidence of finance acceptable to Jinding), this payment will be refunded to you within [7] working days after we notify you that we cannot proceed to a contract of sale. Jinding will arrange for your funds to be refunded via EFT into the account from which your payment was made.

Jinding reserves the right to engage with other potential buyers for the lot you have been allocated after notifying you where you have not signed the contract of sale within [3] working days of receiving the draft contract of sale.

A 10% balance deposit will be required under the contract of sale. The \$1,000 deposit payment will be applied against the deposit under the contract and the balance of the 10% deposit will be payable in accordance with the contract of sale terms.

Jinding may at any time, cancel or suspend, this EOI process without liability to you. We will notify you of any replacement process relating to the lots for which you applied. This right does not allow Jinding to cancel or suspend a contract of sale signed with you which will be subject to its own terms and conditions.



HERBERT
SMITH
FREEHILLS

To the fullest extent permitted by law, Jinding is not liable to you for any loss, damage, cost or expense you incur in relation to this EOI process and Jinding excludes all liability whether arising in contract, tort (including negligence) or otherwise. These terms and conditions are governed by the laws in force in the State of Victoria, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.