

CARPARK EOI TERMS AND CONDITIONS

Interested parties are invited to submit Expressions of Interest (“EOI”) for the purchase of 1 or more proposed allotments located within Huntlee’s Caphilly precinct.

1. Parties acknowledge that this EOI requires interested parties to submit a proposed Purchase Price for the allotment (or allotments) from Huntlee.
2. EOI’s must be in writing on the approved form.
3. EOI’s must be received no later than **4PM (AEDST) 11 December 2023**.
4. Incomplete EOIs may be refused by Huntlee at its sole discretion.
5. Huntlee reserves the right to accept or refuse any EOI at its sole discretion and shall not be required to provide a reason(s) for accepting or refusing an EOI.
6. Parties acknowledge that should an EOI be accepted by Huntlee, then a Contract for the sale and purchase of land (“**Sales Contract**”) will be completed between Huntlee as Vendor and the successful interested party as Purchaser and the EOI and acceptance by Huntlee is subject to the execution and exchange of formal contracts.
7. The proposed Purchase Price is inclusive of GST and will be the amount shown as the Price in the Sales Contract.
8. Any GST required to be paid to the Australian Taxation Office under the terms of the Sales Contract will be the responsibility of Huntlee.
9. The Purchaser will be responsible for the payment of any transfer or stamp duty associated with the Sales Contract.
10. The Deposit required for the Sales Contract will be 5% of the Price.
11. The Purchaser will be required to exchange contracts within 3 weeks of the Sales Contract being issued.
12. Completion (settlement) will be 28 days from the land registration date (currently anticipated to occur in the fourth quarter of 2024).
13. The Sales Contract will include a mandatory lease over the allotment in favour of Huntlee (as Lessee) for a period of 3 years plus two additional 1-year extension options.
14. The rent payable by Huntlee to the Purchaser is fixed (subject to annual CPI adjustments) and will be paid annually in advance.
15. Rent for the first year will be paid to the Purchaser from settlement proceeds.
16. By submitting an EOI, interested parties will be deemed to have familiarised themselves with the proposed Sales Contract, including any special conditions and lease agreement.
17. These terms and conditions should be read in conjunction with the Sales Contract, noting that the Sales Contract shall take precedence over these terms and conditions in the event of any ambiguity or inconsistency.
18. Notwithstanding any other provision, term or condition, Huntlee shall not be bound to perform any action, or do anything, and may terminate, reject, or rescind any agreement, understanding, or commitment, whether implied, written or verbal, until such time as a Sales Contract has been exchanged between the Purchaser and Vendor.