

# SkyRidge – BOTANICA, Stage 11 - Release 7

## Expression of Interest

### TERMS AND CONDITIONS

1. In these Terms and Conditions, unless the context otherwise requires:
  - (a) **Contract** means a disclosure statement and contract for the sale and purchase of a Lot.
  - (b) **Expression of Interest Form** means the form which is found on the SkyRidge website.
  - (c) **Lot** means a residential lot created by the subdivision of land currently known as Lot 5002 on SP344896, which forms part of SkyRidge.
  - (d) **Potential Buyer** means a party expressing an interest in buying a Lot in SkyRidge by completing an Expression of Interest Form.
  - (e) **Project Manager** means Pacific View Farm (Queensland) Pty Ltd ACN 114 561 081.
  - (f) **Stage 11 - Release 7 EOI Process** means the selection process to be undertaken by Sala commencing at **6pm AEST on 19th September 2025** whereby certain Potential Buyers may be offered an opportunity to enter into a Contract in accordance with these Terms and Conditions.
  - (g) **Stage 11 - Release 7 Plan** means the plan showing the release of Seven (7) Lots. A link to the Stage 11 - Release 7 Plan can be found in the email from SkyRidge dated **19th September 2025** or on the SkyRidge Website.
  - (h) **Sala** means Sala Property Group Pty Ltd ACN 638 043 464, the duly appointed real estate agent for SkyRidge (as agent for the Project Manager) and includes authorised employees and/or representatives of Sala.
  - (i) **Sales Appointment** means the formal sales appointment booking between the Successful Buyer and Sala to take place from **20th September 2025**.
  - (j) **Seller** means the registered owner of the proposed Lot at SkyRidge.
  - (k) **SkyRidge** means all residential lots to be developed within the proposed 'SkyRidge' residential land estate located at 167 and 169-331 Hinkler Drive, Worongary, Queensland, Australia.
  - (l) **SkyRidge Stage 11 - Release 7 Price Guide** means the price guide for the Lots. A link to the SkyRidge Stage 11 - Release 7 Price Guide can be found in the email from SkyRidge dated **19th September 2025** or on the SkyRidge Website.
  - (m) **Successful Buyer** means a buyer selected by Sala and the Project Manager in the Stage 11 - Release 7 EOI Process.
  - (n) **Terms and Conditions** means this document including any annexures.
2. To become a Potential Buyer, a party must submit a fully completed Expression of Interest Form via:
  - (a) the link in the email from SkyRidge dated **19th September 2025**; or
  - (b) the SkyRidge website.
3. Lots will be sold on a 'first come, first served' basis, subject to the Project Manager and Sala qualifying of the Potential Buyer (in its absolute discretion).
4. The Project Manager and Sala will review the submitted Expression of Interest Forms to select Successful Buyers.
5. Sala will contact the Successful Buyers by phone and email between 9am – 5pm AEST from **19th September 2025** to confirm that they are a Successful Buyer.
6. If a Successful Buyer wishes to proceed to purchase the Lot, the Successful Buyer must:
  - (a) respond to Sala's phone call or email by booking a Sales Appointment with Sala;
  - (b) attend at the scheduled Sales Appointment during which the Successful Buyer must:
    - (i) sign a Contract;
    - (ii) pay the 10% deposit payable under the Contract;
    - (iii) provide 100 points of identification; and
    - (iv) if signing under power of attorney, produce the original and/or registered signed power of attorney.
7. Successful Buyers who do not attend the Sales Appointment or attend the Sales Appointment but do not sign the Contract will forfeit the opportunity to enter into a Contract to purchase the Lot, which will allow other parties to be offered the opportunity to enter into a Contract to purchase the available Lot.
8. If a Successful Buyer declines to enter into a Contract to purchase a Lot, fails to complete the process set out in clauses 2 – 6 (or any part of it), or fails to do any other thing required by these Terms and Conditions the Successful Buyer will forfeit the opportunity to enter into a Contract to purchase the available Lot, which will allow another party to be offered the opportunity to purchase the available Lot.

9. A party will immediately become ineligible as a Successful Buyer if:
  - (a) that party does not fully complete the Expression of Interest Form (in Sala's sole opinion);
  - (b) that party is successful in entering into a Contract to purchase a Lot within the Stage 11 - Release 7 process;
  - (c) that party submits more than one Expression of Interest Form.
10. Sala's and the Project Manager's decisions under these Terms and Conditions will be made in their absolute discretion and are final and no further correspondence will be entered into in relation to those decisions.
11. All parties participating in the Stage 11 - Release 7 EOI Process consent to receiving electronic communications from Sala and the Project Manager pursuant to the *Electronic Transactions (Queensland) Act 2001* (Qld).
12. Time is of the essence.
13. These Terms and Conditions will be treated as made and construed in accordance with the laws of Queensland and within the exclusive jurisdiction of the Courts of Queensland.
14. To the extent permitted by law (including the Australian Consumer Law):
  - (a) all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Sala or the Project Manager are excluded, however nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law. To the extent that such law permits Sala or the Project Manager to limit their liability, then that liability is so limited; and
  - (b) each Potential Buyer (including without limitation each Successful Buyer) agrees to release Sala and the Project Manager and holds them harmless from any expenses, costs, liabilities, claims, actions, proceedings, damages, judgments and losses of any kind whatsoever (including consequential and economic losses, loss of opportunity, property loss, damage and damages for injury, including personal injury) (Losses) incurred or suffered by that party and which arise out of, are caused by, are attributable to or result from that party's registration as a Potential Buyer, its participation in the Stage 11 - Release 7 EOI Process or any transaction resulting from these Terms and Conditions, except to the extent such Losses are caused or contributed to by a wrongful or negligent act or omission of Sala or the Project Manager or either of their personnel.
15. Unless otherwise stated in these Terms and Conditions or other materials produced by Sala or the Project Manager, each Successful Buyer is responsible for any taxation liability (including any transfer duty) or other government charges or reporting requirements which arise directly from its participation in the Stage 11 - Release 7 EOI Process or a transaction resulting from these Terms and Conditions. Sala does not offer any advice or accept any responsibility with respect to these matters.
16. Any personal information provided by a Potential Buyer in connection with SkyRidge will be dealt with by Sala and in accordance with Sala's privacy policy available at <https://salaproperty.com/privacy-policy/>. Personal information may be disclosed by Sala to the Project Manager, in which case it will be dealt with in accordance with the Project Manager's privacy policy located at <https://skyridgeliving.com.au/privacy-policy/>. Sala and the Project Manager may record, use and disclose that information for the purpose of conducting the Stage 11 - Release 7 EOI Process and any other purpose contemplated by these Terms and Conditions or set out in either of their privacy policies. This may include disclosure to Sellers, agents, developers and other parties associated with the SkyRidge project.
17. In these Terms and Conditions –
  - (a) the singular includes the plural and vice versa, and a gender includes other genders;
  - (b) another grammatical form of a defined word or expression has a corresponding meaning;
  - (c) a reference to:
    - (i) A\$, \$A, dollar or \$ is to Australian currency;
    - (ii) time is to the time in Queensland;
    - (iii) a statute, ordinance, code or other law includes regulations and other instruments made under it and consolidations, amendments, re-enactments, or replacements of any of them;
  - (d) words importing a natural person include a partnership, body corporate, association and any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, tribunal, authority, agency or other entity;
  - (e) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
  - (f) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
  - (g) any agreement, representation, warranty or indemnity in favour of two or more parties

- including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (h) headings are for ease of reference only and do not affect interpretation; and

in the event of a conflict between these Terms and Conditions and the Expression of Interest Form, the Expression of Interest Form will take precedence over these Terms and Conditions.