

Contract for Houses and Residential Land

Sixteenth Edition

This document has been approved by The Real Estate Institute of Queensland Limited and the Queensland Law Society Incorporated as being suitable for the sale and purchase of houses and residential land in Queensland except for new residential property in which case the issue of GST liability must be dealt with by special condition.

The Seller and Buyer agree to sell and buy the Property under this contract.

REFERENCE SCHEDULE

Contract Date:

2nd July 2020

SELLER'S AGENT

NAME:	STAR REAL ESTATE PTY LTD TRADING AS LJ HOOKER COOMERA / ORMEAU		
ABN:	60 112 031 400	LICENCE NO:	3070355
ADDRESS:	PO BOX 1		
SUBURB:	UPPER COOMERA	STATE:	QLD POSTCODE: 4209
PHONE:	MOBILE:	FAX:	EMAIL:
07 5585 7888		07 5585 7878	contracts@ljhg.com.au

SELLER

NAME:	HARRIS (QLD) NO.4 PTY LTD A.C.N. 109 962 745 TRUSTEE UNDER INSTRUMENT 708221101	ABN:	
ADDRESS:	C/- WOODS HATCHER SOLICITORS		
	PO BOX 439		
SUBURB:	OXENFORD	STATE:	QLD POSTCODE: 4210
PHONE:	MOBILE:	FAX:	EMAIL:
(07) 5617 8000		(07) 5617 8080	advice@goodlaw.com.au

NAME:	BRENDA PTY LTD A.C.N. 071 861 651	ABN:	
ADDRESS:	C/- WOODS HATCHER SOLICITORS		
	PO BOX 439		
SUBURB:	OXENFORD	STATE:	QLD POSTCODE: 4210
PHONE:	MOBILE:	FAX:	EMAIL:
(07) 5617 8000		(07) 5617 8080	advice@goodlaw.com.au

SELLER'S SOLICITOR

■ or any other solicitor notified to the Buyer

NAME:	WOODS HATCHER SOLICITORS		
REF:	PAR. 20.201	CONTACT:	PAM ROBERTS
ADDRESS:	PO BOX 439		
SUBURB:	OXENFORD	STATE:	QLD POSTCODE: 4210
PHONE:	MOBILE:	FAX:	EMAIL:
(07) 5617 8000		(07) 5617 8080	advice@goodlaw.com.au

INITIALS (Note: initials not required if signed with Electronic Signature)

BUYER

NAME:	CASSIA DRIVE PTY LTD A.C.N. 641 941 602 AS TRUSTEE			ABN:	
ADDRESS:	8 CAPE MARTIN LANE				
SUBURB:	VARSIY LAKES	STATE:	QLD	POSTCODE:	4227
PHONE:	MOBILE:	FAX:	EMAIL:		
	0409 615 859 / 0425 473 889		nell.multitrade@gmail.com karenbell2244@gmail.com		

NAME:					ABN:	
ADDRESS:						
SUBURB:		STATE:		POSTCODE:		
PHONE:	MOBILE:	FAX:	EMAIL:			

BUYER'S AGENT (if applicable)

NAME:				
ABN:		LICENCE NO:		
ADDRESS:				
SUBURB:		STATE:		POSTCODE:
PHONE:	MOBILE:	FAX:	EMAIL:	

BUYER'S SOLICITOR

or any other solicitor notified to the Seller

NAME:	WRIGHTWAY LEGAL				
REF:		CONTACT:			
ADDRESS:	PO BOX 132				
SUBURB:	NOBBY BEACH	STATE:	QLD	POSTCODE:	4218
PHONE:	MOBILE:	FAX:	EMAIL:		
(07) 5575 4993			conveyancing@wrightwaylegal.com.au		

PROPERTY

Land:	ADDRESS:	2 CASSIA DRIVE				
	SUBURB:	COOMERA	STATE:	QLD	POSTCODE:	4209
		<input checked="" type="checkbox"/> Built On	<input type="checkbox"/> Vacant			
Description:	Lot: 544					
	On: SP 289918					
Title Reference:	51075228					
Area:		more or less	Land sold as:	<input checked="" type="checkbox"/> Freehold	<input type="checkbox"/> Leasehold	if neither is selected, the land is treated as being Freehold
Present Use:	RESIDENTIAL					
Local Government	GOLD COAST CITY COUNCIL					

INITIALS (Note: initials not required if signed with Electronic Signature)

Excluded Fixtures:

Included Chattels:

ALL LIGHT FIXTURES AND FITTINGS, ALL WINDOW FURNISHINGS, GARAGE DOOR AND ALL REMOTES, AIR CONDITIONER AND ALL REMOTES, DISHWASHER

PRICE

Deposit Holder: LJ HOOKER COOMERA TRUST ACCOUNT

Deposit Holder's Trust Account: STAR REAL ESTATE PTY LTD T/AS LJ HOOKER COOMERA / ORMEAU TRUST ACCOUNT

Bank: MACQUARIE

BSB: 184-446

Account No: 303773063

Purchase Price: \$ 405,000.00

Unless otherwise specified in this contract, the Purchase Price includes any GST payable on the supply of the Property to the Buyer.

Deposit: \$ 1,000.00

Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below.

\$ 9,000.00

Balance Deposit (if any) payable on: 2 BUSINESS DAYS FROM FINANCE DATE

Default Interest Rate:

%

If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

FINANCE

Finance Amount: \$ SUFFICIENT TO COVER TRANSACTION

Unless all of "Finance Amount", "Financier" and "Finance Date" are completed, this contract is not subject to finance and clause 3 does not apply.

Financier: FINANCIAL INSTITUTION SUITABLE TO BUYER

Finance Date: 7TH JULY 2020

BUILDING AND/OR PEST INSPECTION DATE

Inspection Date: NOT APPLICABLE

If "Inspection Date" is not completed, the contract is not subject to an inspection report and clause 4.1 does not apply.

MATTERS AFFECTING PROPERTY

Title Encumbrances:

Is the Property sold subject to any Encumbrances? No Yes, listed below:

WARNING TO SELLER: You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Tenancies:

TENANTS NAME: NOT APPLICABLE

If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TERM AND OPTIONS:

STARTING DATE OF TERM:

ENDING DATE OF TERM:

RENT:

BOND:

\$

\$

INITIALS (Note: Initials not required if signed with electronic signature)

Managing Agent:

AGENCY NAME: NOT APPLICABLE			
PROPERTY MANAGER:			
ADDRESS:			
SUBURB:		STATE:	POSTCODE:
PHONE:	FAX:	MOBILE:	EMAIL:

POOL SAFETY

Q1. Is there a pool on the Land or on an adjacent land used in association with the Land?

Yes

No Clause 4.2 of this contract does not apply

Q2. If the answer to Q1 is Yes, is there a Compliance or Exemption Certificate for the pool at the time of contract?

Yes Clause 5.3(1)(f) applies

No Clause 4.2 applies (except for auction and some other excluded sales)

Q3. If the answer to Q2 is No, has a Notice of no pool safety certificate been given prior to contract?

Yes

No

■ **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.

■ **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.

■ If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.

■ Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006.

POOL SAFETY INSPECTOR

Pool Safety Inspector:	NOT APPLICABLE	■ The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.
Pool Safety Inspection Date:	NOT APPLICABLE	■ Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

This section must be completed unless the Land is vacant.

The Seller gives notice to the Buyer that an Approved Safety Switch for the General Purpose Socket Outlets is;

(select whichever is applicable)

Installed in the residence

Not installed in the residence

The Seller gives notice to the Buyer that a Compliant Smoke Alarm(s) is/are;

(select whichever is applicable)

Installed in the residence

Not installed in the residence

■ **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.

■ **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

The Seller gives notice to the Buyer in accordance with Section 83 of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* that the Land:
(select whichever is applicable)

- Is not affected by any application to, or an order made by, the Queensland Civil and Administrative Tribunal (QCAT) in relation to a tree on the Land or
- is affected by an application to, or an order made by, QCAT in relation to a tree on the Land, a copy of which has been given to the Buyer prior to the Buyer signing the contract.

■ **WARNING:** Failure to comply with s83 *Neighbourhood Disputes (Dividing Fences and Trees Act) 2011* by giving a copy of an order or application to the Buyer (where applicable) prior to Buyer signing the contract will entitle the Buyer to terminate the contract prior to Settlement.

GST WITHHOLDING OBLIGATIONS

Is the Buyer registered for GST and acquiring the Land for a creditable purpose?
(select whichever is applicable)

- Yes
- No

[Note: An example of an acquisition for a creditable purpose would be the purchase of the Land by a building contractor, who is registered for GST, for the purposes of building a house on the Land and selling it in the ordinary course of its business.]

The Seller gives notice to the Buyer in accordance with section 14-255(1)(a) of the Withholding Law that:
(select whichever is applicable)

<input type="checkbox"/>	the Buyer is not required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property
<input checked="" type="checkbox"/>	the Buyer is required to make a payment under section 14-250 of the Withholding Law in relation to the supply of the Property. Under section 14-255(1) of the Withholding Law, the Seller is required to give further details prior to settlement.

■ **WARNING:** the Buyer warrants in clause 2.5(8) that this information is true and correct.

■ **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-260 of the Withholding Law applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

The REIQ Terms of Contract for Houses and Residential Land (Pages 7-14) (Sixteenth Edition) contain the Terms of this Contract.

SPECIAL CONDITIONS

1. The vendor/s and the purchaser/s consent to the use of electronic communication as a method of communication and acknowledge that the original of this contract may be in the facsimile form and as such accept the facsimile form as the original and binding contract.
2. The Seller hereby authorises full payment of the Commission plus GST to the Seller's Agent named herein, at settlement. Should the amount payable be greater than the amount held by the Deposit Holder, then the Seller hereby irrevocably instructs its Solicitor to account to the Seller's Agent for the balance commission payable at settlement plus any outstanding advertising.
3. The Buyer acknowledges that it has not relied on any representation by the Seller, the Seller's agent or any other person or corporation on or before entering into the Contract other than as set out in this Contract and that the conditions and stipulations in this Contract constitute the only agreement between the Buyer and the Seller.
4. See attached ANNEXURE A – Special Conditions form part of this Contract.
5. Roof and internal repairs to be completed, vent to soffits to be reattached and black tape to be removed from roof before settlement.
6. Builders clean.
7. Early access to show potential tenants and sign for rent once unconditional.
8. This Contract is subject to and conditional upon the lawful termination of the Contract between the Seller herein (as the sellers therein) and Neil Bell and Karen Lynn Purvis-Smith (as the buyers therein) dated 16th June 2020 for the purchase of the Property, within two (2) business days of the Contract Date of this Contract.
9. The Buyer acknowledges that it has waived the 5 business day statutory cooling-off period in relation to this Contract.

SETTLEMENT

SETTLEMENT DATE:	16 TH JULY 2020	■ or the next Business Day if that is not a Business Day in the Place for Settlement.
PLACE FOR SETTLEMENT:	GOLD COAST	■ If Brisbane is inserted, this is a reference to Brisbane CBD.

SIGNATURES

The contract may be subject to a 5 business day statutory cooling-off period. A termination penalty of 0.25% of the purchase price applies if the Buyer terminates the contract during the statutory cooling-off period.
 It is recommended the Buyer obtain an independent property valuation and independent legal advice about the contract and his or her cooling-off rights, before signing.

DocuSigned by:
 BUYER: Neil Bell
 AA9861ADD4DC457..

WITNESS: _____

BUYER: [Signature]

WITNESS: [Signature]

By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign.

[Note: No witness is required if the Buyer signs using an Electronic Signature]

SELLER: [Signature] *Sole director*
 SELLER: [Signature] *for + on behalf of Brenda Pty Ltd*

WITNESS: [Signature]

WITNESS: [Signature]

By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign.

[Note: No witness is required if the Seller signs using an Electronic Signature]

DEPOSIT HOLDER: _____

■ Who acknowledges having received the Initial Deposit and agrees to hold that amount and any Balance Deposit when received as Deposit Holder for the parties as provided in the Contract.