

# CONTRACT

## As per the Manufactured Homes Act (Residential Parks) 2003

(A) MADE this day the 8<sup>th</sup> August 2012

(B) VENDOR'S AGENT: PALMLAKE WORKS PTY. LTD. ABN 14 095 986 119  
ADDRESS: PALM LAKE RESORT TOOWOOMBA  
97-127 HOGG STREET  
CRANLEY QLD 4350

TELEPHONE: (07) 4614 1382

(C) VENDORS NAME PALMLAKE WORKS PTY LTD  
ADDRESS: PALM LAKE RESORT TOOWOOMBA  
97-127 HOGG STREET  
CRANLEY QLD 4350

(D) PURCHASER'S NAME: James Munro Burnett Mosetter, Beverley Elaine Mosetter  
ADDRESS: 48 Grehan Crescent  
MT WARREN PARK Q 4207  
and  
Jeffrey William Mosetter & Judy Ann Mosetter  
171 School Rd  
LOGAN RESERVE Q 4133

AS TRUSTEES FOR  
JUDITH SUPER  
FUNDS. Jm  
BEM J-S

(E) MANUFACTURED DWELLING SITUATED AT: Villa 182, 97-127 Hogg Street  
Toowoomba Qld 4350

Unless excluded below the price includes oven, hotplate & range-hood, hot water system, wall-to-wall floor coverings, drapes and tracks, blinds, light fittings, ceiling fans, clothes/lines, fly screens, fixed television cable, telephone points, in-ground shrubs, and all fixtures as inspected by the purchaser.

INCLUSIONS: Air Conditioner, Remote Control Garage Door, Rainwater Tank.

(F) Other Chattels included in sale: (attach inventory if insufficient space)

(G) PURCHASE PRICE: \$302,000

Home Design: COOLAWIN II

(H) DEPOSIT: *9m Jm BEM J-S* - \$ 1,000

(I) DATE OF SETTLEMENT: On or before 12<sup>th</sup> October 2012 = \$301,000

(J) CITY OR TOWN FOR SETTLEMENT: TOOWOOMBA QLD 4350

Please Initial Here  
*BEM Jm J-S*

# CONDITIONS OF SALE

- (1) The vendor agrees to sell to the purchaser and the purchaser agrees to purchase from The vendor the home described as at section (E) unencumbered for the amount described as at (G).
- (2) The purchaser shall upon execution of the agreement pay to the vendors' agent an Initial payment as set out in (H).
- (3) Settlement shall take place at the place and date as set out in (I) and (J) in exchange For the possession of the home.
- (4) The purchaser shall receive ownership statement to the home only after all monies owing pursuant to this agreement have been paid by bank cheque or direct debit.
- (5) The purchaser acknowledges that the home purchased (E) placed on Site: 182 in PALM LAKE RESORT TOOWOOMBA Qld is subject to the Resort by-laws.
- (6) The purchaser acknowledges that a residential agreement must be signed with the owners/management of PALM LAKE RESORT TOOWOOMBA, prior to settlement and occupation of the said home.
- (7) I/We will received the Home Owners Information document, a copy of the park rules and two copies of the proposed site agreement 7 days prior to settlement
- (8) **Upon signing of this contract, there will be no further additions, deletions or any variations to colours or plans by the purchaser(s).**
- (9) Weather conditions, availability of materials and /or labour, and variations to homes may cause unforeseen extensions to the settlement date by Palm Lake Works Pty Ltd.
- (10) On Settlement on or before <sup>9th</sup> ~~12<sup>th</sup>~~ <sup>for BEW</sup> ~~October~~ <sup>8-5</sup> 2012, the sum of **\$301,000.00 (THREE HUNDRED AND ONE THOUSAND DOLLARS ONLY)** is to be deposited directly in the Account of the Vendor, Palm Lake Works Pty Ltd., or paid by bank cheque. Vendor Banking details are to be supplied to the Purchaser or nominated authority for the execution of this transaction.

*[Handwritten signatures and initials]*  
BEW 8m

## CONDITIONS OF SALE

Progress payments are expected if the purchaser has available funds the normal payments are

1<sup>st</sup> 10%.....date N/A

2<sup>nd</sup> 30% .....date N/A

3<sup>rd</sup> 40%.....date N/A

Otherwise a one off payment can be made at lock up stage

The purchaser agrees that they have had the appropriate cooling off period of 7 days prior to making a decision to purchase under the manufacturers home act 2003.

Purchaser

## Witness

Purchaser

**Witness**

Vendor

**Witness**

Vendor

## Witness

**Walter Elliott**  
Director

**Witness**