

OFFER DOCUMENT – buy now

TERMS AND CONDITIONS

The Contract annexed to this offer or otherwise provided to you comprises the terms on which you are offering to purchase.

You do not need to sign the Contract before making a bid but if you do, you should note that the completion and signing of this Offer Document and the Contract by you creates a legally binding offer to buy the nominated Lot.

Please review the Contract and Disclosure Statement provided with this Offer Document in full before making an offer. Please also refer to the below Terms and Conditions generally in relation to this Offer Document.

PROCESS TO SECURE YOUR APARTMENT

We invite you to submit an offer on the final apartments at Belise. If there is more than one party at the same Purchase Price, those parties will be given one chance for a best and final offer. Offers can be made subject to finance, and will be accepted without a signed Contract, although we reserve the right to accept a lower offer that is not subject to finance or to accept an offer accompanied by a signed Contract in preference to an Offer not accompanied by a signed Contract.

To make an offer, please:

- ☐ review the Disclosure Statement and Contract provided with this Offer;
- ☐ complete and sign this Offer Document in full;
- ☐ if you would like to submit signed Contract documents with your Offer Document:
 - sign the Disclosure Statement, Contract and Offer Document as 'Buyer' where indicated.
 - if the Buyer is a company, ensure each director of the company signs as Guarantor.

APARTMENTS AVAILABLE FOR VIEWING

LOBBY, 510 ST PAULS TERRACE, BRISBANE QLD – GOOGLE MAP

- ☐ Wednesday 28 February 4.00pm – 8.00pm
- ☐ Saturday 3 March 10.00am – 2.00pm

OFFER DEADLINE

- ☐ 5.00pm Monday 12 March 2018

Offers should be emailed by the deadline to offer@belisesales.com.au

NOTIFICATION

All bidders will be notified of the outcome of their offer by 14 March 2018. In the event of a tied bid, the interested parties will be given 24 hours to submit a best and final offer.

IF YOUR OFFER IS ACCEPTED

If your offer is successful, the Seller will communicate acceptance of your offer by returning your copy of the fully signed Contract to you if you have already signed the Contract but otherwise, by submitting to you the Contract documents for signing. You will be given 3 Business Days from the Seller communicating acceptance to pay the deposit and sign the Contract (if not already signed).

Date:	
Buyer: NB. Full name of each Buyer is required. If a company, the full name and ACN is required. If a trust, the full name of the trustees and the trust is required.	Buyer 1 Surname: Buyer 1 Given Names: Buyer 2 Surname: Buyer 2 Given Names: Is the Buyer a Foreign Interest (circle one)? YES NO If buying as Trustee, name of Trust? If buying as Company, name of company & ACN?
Buyer Address:	Address: Phone: Fax: Email:

Guarantors:	If the Buyer is a company or a trust, personal guarantees are required: Name: Address:
Buyers Solicitor/Address:	Name: Firm: Address: Phone: Email:

OFFER TO PURCHASE NOW

Below is a list of apartments. You can either select one apartment or select apartments in order of preference by marking them 1, 2 and 3 in order of your preference.

You can then put your bid price in for each apartment, advise your deposit amount, add the proposed settlement and unconditional dates and whether or not you require the Contract subject to finance.

LOT Number	LIVING AREA (SQM)	OUTDOOR AREA (SQM)	TOTAL AREA (SQM)	CAR/STORAGE	ACCOMMODATION	FLOORING	FURNITURE PACK	CURRENT USE	ASSOCIATED FLOOR PLAN	LIST PRICE	Preference please number (1,2,3 etc).	Bid price (\$) including GST	Deposit amount (\$)	Settlement Date
803	56	8	64		1 Bed + Study	Floor Upgrade		Vacant	T1	\$396,750				
913	55	12	67		1 Bed + Study	Floor Upgrade	Furniture Pack	Let	B4	\$402,500				
1009	54	9	63		1 Bed + Study		Furniture Pack	Vacant	B2	\$408,250				
1110	54	9	63		1 Bed + Study			Vacant	B2	\$408,250				
1111	54	9	63		1 Bed + Study			Vacant	B2	\$408,250				
1513	55	12	67		1 Bed + Study	Floor Upgrade	Furniture Pack	Let	B4	\$425,500				
903	56	8	64		1 Bed + Study	Floor Upgrade		Vacant	T1	\$431,250				
1307	58	8	66	1 Car	1 Bed + Study	Floor Upgrade	Furniture Pack	Let	Q	\$448,500				
1810	54	9	63	1 Car	1 Bed + Study	Floor Upgrade	Furniture Pack	Let	B2	\$460,000				

1613	55	12	67	1 Car	1 Bed + Study		Furniture Pack	Let	B4	\$471,500				
411	64	17	81	1 Car	2 Bed + 1 Bath		Furniture Pack	Let	A2	\$488,750				
501	64	9	73	1 Car	2 Bed + 1 Bath			Vacant	N2	\$488,750				
601	64	9	73	1 Car + Storage	2 Bed + 1 Bath		Furniture Pack	Let	N2	\$488,750				
613	64	16	81	1 Car + Storage	2 Bed + 1 Bath		Furniture Pack	Let	A5	\$517,000				
1710	63	54	9	1 Car (C43)	1 Bed + Study		Furniture Pack	Let	B2	\$460,000				
1508	78	9	87	1 Car	2 Bed + 2 Bath	Floor Upgrade		Vacant	C3	\$575,000				
1802	74	8	82	1 Car	2 Bed + 2 Bath		Furniture Pack	Let	U1	\$575,000				
414	78	39	117	1 Car + Storage	2 Bed + 2 Bath			Vacant	C2	\$632,500				
415	79	39	118	1 Car + Storage	2 Bed + 2 Bath			Vacant	C2	\$632,500				
1905	123	51	174	2 Car + Storage	3 Bed + 2 Bath		Furniture Pack	Let	D3	\$1,063,750				

Conditional / Unconditional eg Finance etc	
Signed by the Buyer(s) or authorised representative:	<p>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.</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>By placing my/our signature above I/we warrant that:</p> <p>1) I/We am the Buyer named in this Agreement or am authorised by the Buyer to sign; and</p> <p>2) I/We consent to the Seller signing this contract using an Electronic Signature.</p> <p>Date:</p>

Terms and Conditions

The following are the terms and conditions (the "Terms") under which you (a "Buyer" or "you") make an offer to purchase an apartment offered for sale (each an 'apartment') in Belise St Paul's Terrace, 510 St Paul's Terrace, Bowen Hills, Qld from Rubybrook Pty Ltd ACN 064 272 877 as trustee under instrument No. 710923530 ("Seller") on the terms of this Offer Document ("Belise Final Sale Process"):

1. Apartments offered in the Belise Final Sale Process.

1. The Seller will endeavour to provide accurate descriptions to fairly reflect each apartment listed for sale in the Belise Final Sale Process and ensure all information is current at all times during the Belise Final Sale Process. However, the Seller excludes, to the maximum extent permitted by the applicable consumer protection laws and all relevant state and territory legislation, all warranties or conditions, whether express or implied, that are not included in the Contract.

2. Offers.

1. When you make an offer for an apartment using the Belise Final Sale Process, you make an offer to purchase an apartment at the nominated Purchase Price. If your offer is the highest bid at the conclusion of the Belise Final Sale Process, and the Seller accepts the offer, you will be obliged to purchase the apartment, as set out in the Offer Document if you have already submitted a signed Contract but otherwise, you will be asked to sign a Contract within 3 Business Days of the Seller accepting your offer.
2. Offers cannot be lowered or withdrawn after the stipulated deadline for offers on 12 March 2018, unless the Seller determines in its sole discretion that exceptional circumstances exist.
3. You should read the Contract documents carefully prior to making an offer to make sure that you clearly understand what it is that is the subject of the Contract, and any applicable terms and conditions.
4. You must not engage in manipulating the purchase price for any apartment, including through using other offers, associates or aliases or communicating with other potential buyers with the purpose of manipulating the final purchase price of an apartment or otherwise acting fraudulently.
5. The Seller reserves the right to accept a lower purchase price on more favourable terms or otherwise refuse to accept an offer to purchase an apartment in its sole discretion. The Seller does not need to provide any reasons to any Buyer and no further communications will be entered into.

3. Acceptance of Offer

1. If you are the highest bidder for an apartment at the deadline for offers on 12 March 2018 and that offer is accepted by the Seller, you must pay the Deposit as directed by the Seller within 3 business days of the Seller's acceptance. Acceptance will be communicated by returning to you or your nominated solicitor a fully signed copy of the Contract if already signed by you or otherwise submitting the Contract to you for signing within 3 Business Days. If you do not complete the transaction by the specified Settlement Date, legal action may be taken against you for specific performance and/or damages. Title in the apartment does not pass until you pay the full amount payable under the Contract.
2. Where two or more offers for the same apartment are made for the same amount, the Seller reserves the right to accept an offer on more favourable terms after the stipulated deadline for offers or give the parties one last chance for a best and final offer.

4. Your responsibilities.

1. You are solely responsible for satisfaction of your obligations on formation of any Contract in relation to the Belise Final Sale Process. Any person who signs an Offer Document represents and warrants that:
 - (a) The persons signing the Offer Document and Contract are who they represent themselves to be;
 - (b) They are not using the Belise Final Sale Process for illegal purposes;
 - (c) They will comply with all laws and regulations connected to the Belise Final Sale Process and warrant that they are capable of completing a Contract for the apartment nominated in an Offer Document in accordance with the Contract.

5. Seller's reserved rights.

1. The Seller may decline to make the Belise Final Sale Process available to you and/or refuse to accept an offer if:
 - (a) you provide inaccurate or misleading information to Seller; or
 - (b) you engage in other conduct in breach of the Terms; or
 - (c) for any other reason the Seller determines is detrimental to the Belise Final Sale Process.
2. The Seller may withdraw from sale and/or re-offer an apartment where the apartment:
 - (a) is incorrectly described in any way;
 - (b) is inadvertently or incorrectly listed more than once;
 - (c) fails to receive a bid above any reserve or minimum/valuation price;
 - (d) otherwise becomes unavailable for sale as determined by the Seller.

6. Exclusions and Acknowledgements.

1. Subject to any rights you may have pursuant to any applicable consumer protection laws, the Seller does not make any promises or warranties in relation to any apartments not otherwise set out in the Contract.
2. The Seller is not offering you any advice on any taxation matters associated with ownership of an apartment in Belise or about taxation matters associated with renting any apartment including through the services of an on-site letting agent. Particular consequences for you will depend upon your individual circumstances. The Seller strongly recommends that you should consult your own professional advisors in relation to any potential taxation matters arising out of your ownership of a apartment or its use, including for rental or business purposes.
3. The Seller gives no warranty or promise about the value of the Apartment or rental return or that any capital gain will be achievable on disposal of the Apartment over any period of time. The Seller does not guarantee any return or capital gain to you or any other owner.
4. The Seller is not responsible for offers not received, processed or accepted due to technical difficulties or errors. In particular, the Seller is not responsible for any loss, liability or damage incurred by you as a result of an offer not received, processed or accepted due to technical difficulties or errors of any kind.