

10 October 2025

Our ref: [WD:PD]

Regulatory Policy Team  
Justice Policy and Reform  
Department of Justice

**By email:**

Dear Regulatory Policy Team

## Review of 2023 sunset clause legislative reforms for 'off the plan' land contracts

Thank you for your email of 1 September 2025, providing the opportunity to comment on the effectiveness of the 2023 sunset clause reforms for 'off the plan' land contracts and whether they are operating in the way they were intended.

The Queensland Law Society (**QLS**) appreciates being consulted as part of this review. The QLS Property and Development Law Committee, whose members have substantial expertise in this area, have contributed to the following response.

As noted in your correspondence, the *Land Sales Act 1984* was amended in 2023<sup>1</sup> to introduce specific limits on when a seller, typically a property developer, can rely on a sunset clause to terminate 'off the plan' contracts for the sale of land to the following situations:

- with the written consent of the buyer; or
- under an order of the Supreme Court; or
- in another situation prescribed by regulation.

**Response to questions posed in correspondence of 1 September 2025**

1. Since November 2023, if your organisation is aware of whether there have been changes in the type of factors or events that may result in termination of an 'off the plan' **land** sales contract via a sunset clause by a property developer in Queensland.

The Committee is not aware of any changes in the type of factors or events that may result in termination of an 'off the plan' land sales contract via a sunset clause by a property developer in Queensland.

<sup>1</sup> Body Corporate and Community Management and Other Legislation Amendment Act 2023

## Review of 2023 sunset clause legislative reforms for ‘off the plan’ land contracts

2. Whether your organisation is aware of developers applying to the Supreme Court to terminate an ‘off the plan’ **land** sales contract using a sunset clause.

The Committee is not aware of developers applying to the Supreme court to terminate an ‘off the plan’ land sale contract using a sunset clause.

Committee members noted that in their experience, the timeframe of 18 months allowed under the *Land Sales Act 1984*<sup>2</sup> is invariably sufficient time for the proposed subdivision to proceed and for the titles to the lots to issue.

Members also noted that if a sunset clause was relied upon to terminate the contract, the likely increase in resale value of a proposed lot of subdivided land (being land only, not a “house + land package”) over an 18-month period is unlikely to justify the buyer incurring the significant costs involved in a Supreme Court application.

3. Issues or concerns for developers in relation to applying to the Supreme Court to terminate an ‘off the plan’ **land** sales contract using a sunset clause, or for consumers in being a party to this process.

QLS expects the concern would be the cost of court proceedings but the Committee is not aware of any specific concerns.

### Extension of reforms to ‘off the plan’ contracts in community titles schemes

QLS confirms its firmly held view that the 2023 reforms should be extended to apply to ‘off the plan’ contracts for lots in community titles schemes (**CTS**).

It is disappointing this review does not address the issue, given the ongoing risks to consumers in a rising property market.

As highlighted in our submission to the Queensland Parliamentary committee inquiry in 2023:

“QLS believes, as is the case in the legislation enacted in New South Wales, these reforms should apply to all off the plan contracts (that is, land and community title scheme lots).

In our members’ experience, the reliance on sunset clause by developers is equally (if not more) prevalent in apartment sales. We see no logical justification in not applying these reforms to all off the plan sales.”<sup>3</sup>

At the time the 2023 reforms were introduced, the government indicated the next review would consider whether the reforms should be extended to proposed lots in a CTS. The intent of such a review was:

- committed to in the Explanatory Notes for the Bill: “A review will commence one to two years after the reforms have commenced. The review will consider whether further reforms are required to protect people buying proposed community titles and similar lots ‘off the plan’” (see page 7 of the Explanatory Notes); and

---

<sup>2</sup> *Land Sales Act 1984 (Qld)* s 14(1).

<sup>3</sup> Submission 90 – Queensland Law Society – available at <https://www.parliament.qld.gov.au/Work-of-Committees/Committees/Committee-Details?cid=170&id=4276>

## Review of 2023 sunset clause legislative reforms for ‘off the plan’ land contracts

- reiterated in the report of the Legal Affairs and Safety Committee on the Bill at pages 29 and 31-32.

### Recent examples of community title scheme lot sunset clause terminations

We are aware of significant media coverage of developers relying on sunset clauses to terminate contracts for lots in apartment developments.

QLS has not been able to independently verify the accuracy of the articles published and is not aware of the particular circumstances of the cases profiled. However, the coverage gives an indication that terminations under sunset clauses are fairly widespread in the current market.

The following media items are a snapshot of recent case studies:

- The Courier Mail and the Gold Coast Bulletin profiled a series of contract terminations, in the article “Qld sunset clause: What it means, how it works and case studies” (see **enclosed** copy)
- The Gold Coast Bulletin has reported on:
  - a class action in relation to the sunset clause termination of the Dennis Family Corporation’s Summerlin Greens development (22 July 2025)<sup>4</sup>
  - the termination of contracts in the proposed Kokomo Building (see **enclosed** copy)
  - termination of a townhouse contract at Coomera, after buyers waited for 3 years for their first home (11 Sept 2025) (see **enclosed** copy)
- A Current Affair reported on 26 June 2025 on the termination of an apartment complex in South Brisbane<sup>5</sup>

The decision in [JYP Jiang Pty Ltd v CAV Gasworks Pty Ltd](#) [2025] QSC 134 (12 June 2025) is a further example considered by the Courts and demonstrates the large financial amounts at risk for buyers. The Supreme Court ordered the company to repay \$6.1 million to the buyer to cover the capital gain losses incurred from the time she paid \$4.2 million for the two penthouse lots that were later sold by the developer for \$10 million, after the developer purported to terminate the contracts pursuant to a sunset clause.

This particular case turned on the interpretation of the specific clause in the contract and the actions of the seller (developer) in seeking to rely on the clause, but is a timely example of the potential financial impact on a buyer when a developer purports to terminate such a contract and re-sell the lots at a later date. A buyer who has entered into an off the plan contract may find themselves priced well out of the market by the time the developer decides to terminate under a sunset clause many years later.

---

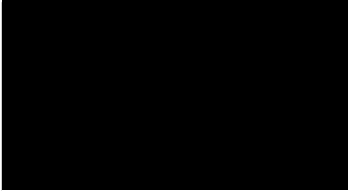
<sup>4</sup> [Dennis Family Corp faces class action over Banyo apartment cancellations | Gold Coast Bulletin](#)

<sup>5</sup> Mum takes on multimillion-dollar company to fight for family home - [https://www.youtube.com/redirect?event=video\\_description&redir\\_token=QUFFLUhgbnVmeGFoc3NrOHZDLU92TzVDNmN2R2xhTFdoZ3xBQ3Jtc0tsaUpqbEctZG1MMHlneG0tYTBkdW92cGRON3JXVVVKaVcwT3lXc2huMFNDaDFVTEFNADZ4T0l3M1Q5SC1XV1ZSOF9QdUhoHNSZzRLMEZNZ2c4Q24yc3Z6ZG1SRm1ESjEyV29yeF9DaGRRYXdwSEtIRQ&q=https%3A%2F%2F9now.app.link%2F5Kxzlq5dX6&v=GewCBgtUZCU](https://www.youtube.com/redirect?event=video_description&redir_token=QUFFLUhgbnVmeGFoc3NrOHZDLU92TzVDNmN2R2xhTFdoZ3xBQ3Jtc0tsaUpqbEctZG1MMHlneG0tYTBkdW92cGRON3JXVVVKaVcwT3lXc2huMFNDaDFVTEFNADZ4T0l3M1Q5SC1XV1ZSOF9QdUhoHNSZzRLMEZNZ2c4Q24yc3Z6ZG1SRm1ESjEyV29yeF9DaGRRYXdwSEtIRQ&q=https%3A%2F%2F9now.app.link%2F5Kxzlq5dX6&v=GewCBgtUZCU)

## Review of 2023 sunset clause legislative reforms for 'off the plan' land contracts

Given the extensive media coverage of similar terminations, and the significant financial impact on a large number of consumers when developers exercise these termination rights, QLS strongly recommends extending these reforms to the sale of proposed lots in a CTS.

If you have any queries regarding the contents of this letter, please do not hesitate to contact our Legal Policy team via [policy@qls.com.au](mailto:policy@qls.com.au) or by phone on [REDACTED]



President

### Enclosures:

1. "Qld sunset clause: What it means, how it works and case studies" (Courier Mail and Gold Coast Bulletin, 22 July 2025)
2. "Buyers in Kokomo Gold Coast offered sunset date extension at substantially higher prices" (Gold Coast Bulletin, 4 July 2025)
3. "Coomera's Samuel Amey and Anabel Djuric devastated after developer tears up townhouse contract through sunset clause" (Gold Coast Bulletin, 11 September 2025)

# Qld sunset clause: What it means, how it works and case studies

The sunset clause continues to cause angst between those involved in the building industry. Here's what it all means.

8 min read

July 22, 2025 - 9:13AM

38 Comments



There have been endless disputes over the sunset clause in Queensland.

## **QLD News**

Don't miss out on the headlines from QLD News. Followed categories will be added to My News. follow

In Queensland real estate, [a sunset clause is a provision in a contract](#) — typically found in off-the-plan property sales — that sets a deadline by which certain conditions must be met.

In July 2025 it was revealed [apartment developers were cancelling contracts across the state under legally-fine but morally-ambiguous sunset clauses](#), leaving some buyers to take matters into their own hands.

The sunset clause conditions are usually:

- the property must be completed, and
- settlement must occur by a specific date.

***See the Qld sunset clause cases below >>>***

## **What it means for buyers and sellers**

### **■ For buyers:**

If the property isn't completed by the sunset date, the buyer can legally terminate the contract and have their deposit refunded.

### **■ For sellers/developers:**

The developer may also have the right to terminate the contract if the project isn't completed in time — but this can be controversial, especially if prices have risen and they want to re-sell at a higher value.

## **How are they commonly used?**

For example, a buyer signs a contract in June 2025 for an apartment expected to be finished by June 2027. The sunset clause says if it's not finished by December 2027, either party can walk away.

## **Do buyers need greater protection in sunset clauses?**

Yes

No

Cast your vote

## **Can a sunset clause be triggered by anyone?**

It depends on the contract.

Some sunset clauses allow only the buyer, others only the developer, and some allow either party to trigger termination. This flexibility has raised concerns — especially when developers use the clause to walk away and resell at higher prices if the market has shifted upwards.

## **What happens if the sunset date passes?**

If the property isn't finished or settlement hasn't occurred by the sunset date:

■ The buyer or seller can terminate the contract, if the clause allows them to do so.

■ The buyer is typically refunded their deposit in full.

■ Neither party can force the other to complete the sale beyond the deadline unless both agree to extend

### **Key risks & protections**

■ Buyers should check who can trigger the sunset clause — some clauses unfairly favour the developer.

■ Recent concerns in Queensland and other states have seen calls for reform to stop developers exploiting sunset clauses to back out of contracts for financial gain.

### **Have sunset clauses been misused?**

Yes, particularly in booming markets.

There have been high-profile cases where developers intentionally delayed construction, then used the sunset clause to terminate contracts and relist units at higher prices.

While this behaviour is legal under current rules if the contract allows it, it's widely seen as unethical.

Other buyers have been caught out when projects fell over, leaving them without a property after years of waiting.

### **Tips for buyers: what to check before signing**

■ Read the sunset clause carefully: Who can terminate the contract, and when?

■ Look at the sunset date time frame: Is it realistic for the build type?

■ Ask your solicitor to flag unfair terms: Developers sometimes insert one-sided clauses.

■ Check the developer's track record: Have they finished projects on time before?

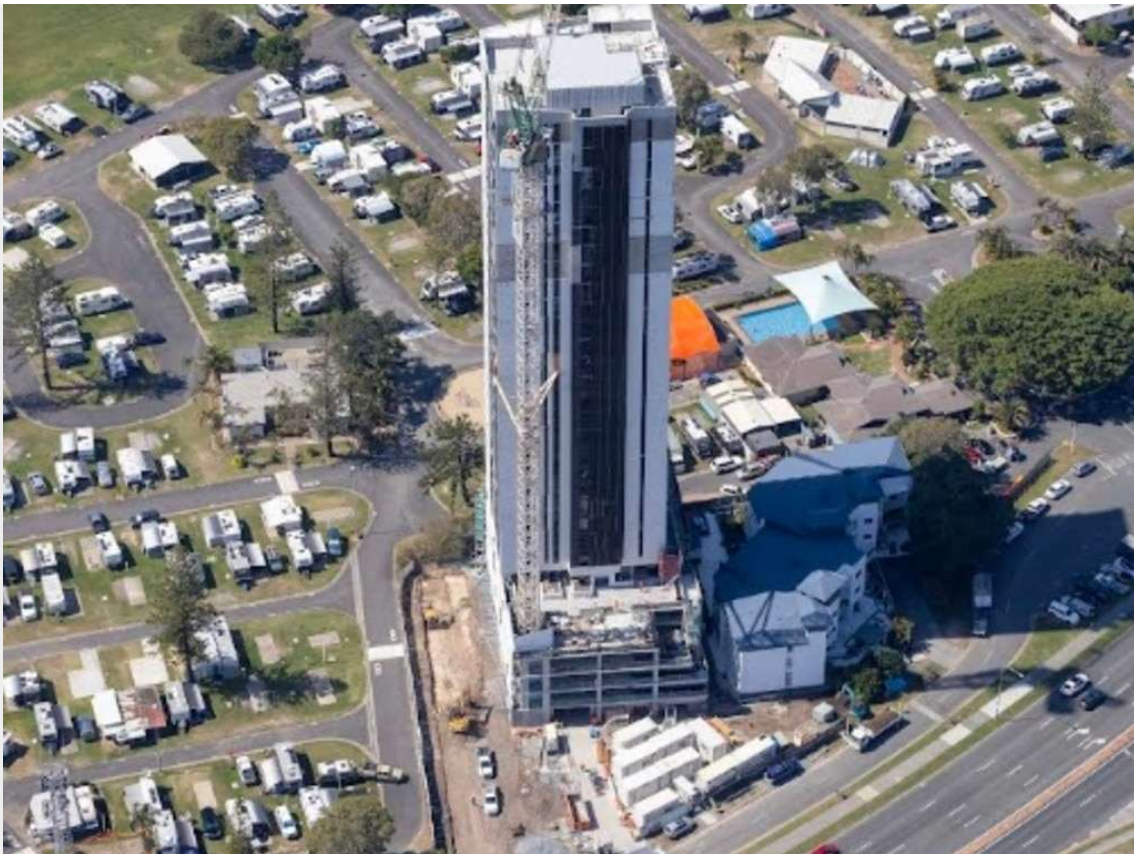
■ Get pre-approval timelines right: Your loan approval may expire before settlement.

## **Qld case studies**

### **January 2025**

Residents finally began moving into one of the Gold Coast's most troubled towers, with the first apartments in the \$215m project settling.

Construction of the first 105-unit tower of Marine Quarter at Southport was due in May 2024, but was blown out after the collapse of builder GCB Constructions amid a litany of court actions and debt claims.



The Marine Quarter tower in Southport.

Gold Coast builder Groupline completed tower one for Melbourne-based property group Buildcap, while the second tower was boosted by a State Government affordable housing grant.

Some residents of the tower reported being asked for extra money by the developer, [who threatened to cancel their contract under its sunset clause if they disagreed.](#)

## **April 2023**

A Queensland couple's "heartbreaking" experience left them without their dream home after the developer legally and properly invoked a termination clause in the contract, which they claimed now left them \$200,000 worse off.

Aleksandra Drapinska and her husband signed a contract in August 2021 to buy land for \$306,000 from a developer and separately found a builder to construct their dream home in the Brisbane suburb of Hillcrest.

The couple purchased the land in a development known as Parkview Green, and were told in an email that the land's infrastructure work had been delayed, and it was expected that all works would be finished by July 2022.



Aleksandra Drapinska and her husband were left heartbroken they never got to build their dream home. Picture: Supplied  
It was estimated that settlement would "likely occur" in mid-July 2022 but there were further delays.

The couple could no longer see their dream home built following a letter they received at the end of March — [where the developers Lark Property Development Pty Ltd activated the sunset clause to legally terminate the](#)

[contract in March of that year, which was the developer was legally entitled to do under the agreement.](#)

## **October 2023**

A top Brisbane restaurateur sued the developer behind an up-market “urban village” townhouse and apartment development in Brisbane’s inner suburbs claiming it cancelled his contract to buy after nearly three years waiting with the project plagued by construction delays and asbestos.

Nicholas Pinn, managing director at the company behind eateries Malt Dining, Malt Traders, Malt Pier, Drum Dining and Vaquero Dining, filed his lawsuit in the District Court in Brisbane against Dunland Property Pty Ltd (Dunland), the owner of the site at 60 Bridge St Woolloowin.

Mr Pinn, from Newstead, asked the court to force Dunland to complete their contract by completing the sale of his dream three-bedroom two-and-a-half bathroom townhouse he signed a contract to buy off-the-plan for \$789,000 in February 2021.



Nick Pinn. Picture: Annette Dew

Mr Pinn's townhouse, was set to be in Stage One, and was due to be built on the old Sisters of Mercy site covering sections of Bridge, Chalk and Merehay Streets and is part of the \$180m master planned Greville community 5km north of the CBD.

He alleged that Dunland repudiated the contract of sale in June that year, which entitled him to affirm the sale contract on October 10.

He alleged the repudiation occurred [when Dunland's lawyers wrote to him on June 12 stating Dunland "continues to expect that it will not be able to complete Stage One by the sunset date"](#).

## **February 2022**

A couple's dreams of a Sunshine Coast retirement was shattered after their contract for a hinterland block was torn up nine months after signing it.

Wayne Dunkley sold his property and rented a Bribie Island duplex for 12 months with partner Jane in anticipation of building a new home.



Wayne Dunkley and partner Jane were shattered to learn they no longer owned the Nambour block they planned to build a home to retire in after the developer acted on the sunset clause.

But they were left with nothing to show for it after developers Solst Pty Ltd [activated the sunset clause to terminate the contract for the Solandra St, Nambour block.](#)

Mr Dunkley said they could not afford a home in the area as the Sunshine Coast market's phenomenal growth continued and had instead been forced to buy in the Lockyer Valley.

## **September 2024**

Buyers in the troubled \$100 million Midwater tower feared delays caused by a battle between the developer and builder [would see them lose the beachside apartments they'd waited years to move into.](#)

Many buyers signed contracts of around \$1.1 million for two-bedroom apartments – with larger apartments priced up to \$8 million – in 2021.

Unit prices in Main Beach had swelled by as much as 88 per cent since then, meaning the 119 Midwater apartments were potentially worth \$100 million or more above their value when contracts were signed.



Midwater tower.

Buyers in the project said they feared developer York Property Holdings, part of the Heran Group, would ask for more money or terminate the contracts if construction delays continued.

Midwater builder Tomkins Commercial downed tools, claiming it had not been paid what it was owed for its work – a claim the developer denied.

### **January 2025**

Anxious buyers said they felt [“ripped off” by a decision to cancel hundreds of apartment sale contracts in a residential tower in Brisbane’s troubled Queen’s Wharf precinct.](#)

Investors took to a property forum on online platform, Reddit, demanding answers after being advised of the decision, with some asking; “Has anyone got their deposit back yet?” and “Who is to say they won’t ask for another increase before the next sunset date?”



Queen's Wharf. Picture: Nigel Hallett

Star Entertainment's joint venture partners in the precinct — Chow Tai Fook Enterprises and Far East Consortium — were seeking a 12.5 per cent price increase to complete apartments at the tower, some which are priced over \$3m.

The inclusion of a 'sunset clause' allowed the partners to cancel the contracts if construction extended beyond a specified deadline.

## **November 2023**

Aspiring homeowners were calling for a [major change to Queensland's property laws to protect them from developers pulling the rug out from under them and reneging on the deal at the 11th hour.](#)

Property experts said the use of controversial sunset clauses were increasing as Queensland's property market boom showed no sign of slowing down.

The Queensland Government introduced new laws that month to protect buyers from losing their land via a sunset clause, but unlike New South Wales, Victoria and the ACT it does not apply to off-the-plan land and build packages.



Sanjay Katyara at the block of land in Rochedale he wanted to build his dream home on and the sale did not go through. Picture: Nigel Hallett  
Sanjay Katyara, 40, [was leading calls for the laws to be extended to build packages in line with other states](#), having been among 133 families stung by a sunset clause at a site in Rochedale where he signed a contract to buy for \$645,000.

Developer Bespoke Rochedale Pty Ltd invoked the sunset clause, because the “sunset date” requiring them to have levelled the land and built retaining walls to turn it into a “ready to build” piece of land, as stipulated in the contract, had passed.

## **May 2025**

Buyers in a massive beachfront apartment tower were told they needed to pay almost 40 per cent more than they signed on for – with some forced to cough up an extra \$2m just to move in.

Off-plan buyers in the troubled Midwater tower on the Gold Coast were told they had days to agree to a 37.5 per cent hike, with the developer claiming the project was “not commercially viable or practical” without it.

Developer Heran Group said it would invoke sunset clauses and terminate contracts for those who did not agree.



View from Midwater tower at Main Beach.

Heran stood to take in tens of millions more on the apartment if they cancel old contracts and resell at 2025 prices – a move which is entirely legal under Queensland law.

Buyers of the 119 apartments signed up for between \$1m and \$8m since 2020, meaning a 37.5 per cent hike would see them having to find anywhere between \$375,000 and \$3m on top of their initial prices.

Purchasers were initially told they’d be able to move in at the end of 2023, [but repeated delays mean their contracts are approaching “sunset dates”, legally allowing them to be scrapped if construction has not been completed.](#)

## **May 2022**

Aspiring homeowners were refusing to back down in a dispute against a developer as they fought to have Sunshine Coast hinterland land contracts reinstated.

A group of four buyers including sisters Lisa and Alex Parfitt and first homebuyer Ellyn Alexandra Evans was involved in separate court proceedings against Burrell Ave Developments Pty Ltd.

Following an initial hearing in the Supreme Court of Queensland, they were seeking to take the matter to the District Court.



Elle Evans with partner Jackson Mason.

The Parfitts' dispute was put forward as [a test case in the Queensland Supreme Court in an attempt to sue Burrell Avenue Development for suspending a land contract under the sunset clause.](#)

According to court documents, the Parfitts signed a contract for a block of land in the Eumundi subdivision for \$275,000 in September 2018.

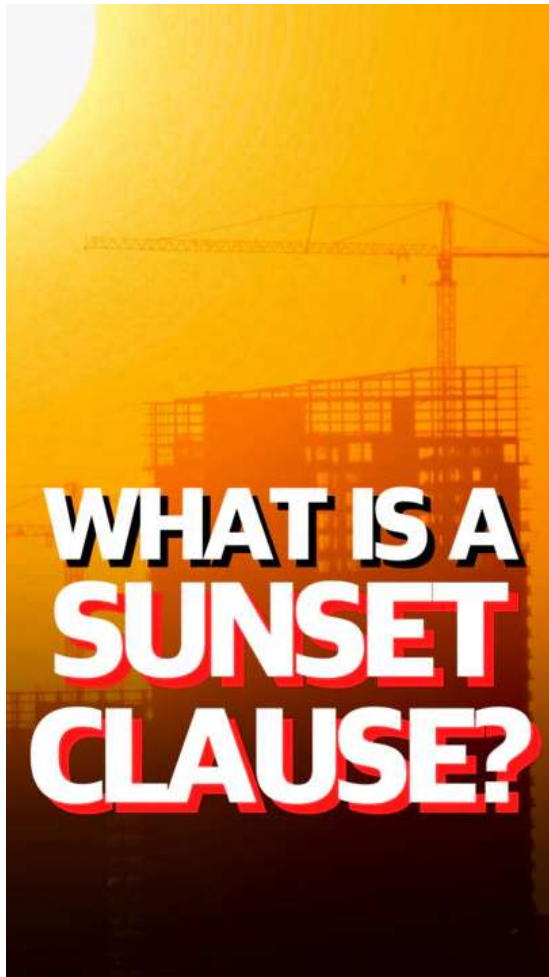
[Business](#)
[Gold Coast Business](#)

## Buyers in Kokomo Gold Coast offered sunset date extension at substantially higher prices

Buyers in a major unit development fear their contracts are about to be torn up, forced to live in caravans as near-finished apartments sit idle and told they need to stump up more cash.

[Kathleen Skene](#)
[Follow](#)

🕒 5 min read July 4, 2025 - 5:00AM The Australian Business Network

🗨️ [133 Comments](#)


What is a 'sunset clause'?

This loophole in Queensland property sales could mean that new... [more](#)

- [Qld sunset clause: How it works](#)

Buyers in a 64-unit development fear their contracts are about to be cancelled, with the site of their nearly-finished apartments sitting near idle for almost six months and [sunset clause dates](#) looming.

Some say they've lost hundreds of thousands of dollars in capital gains and rent, with one couple living for five months in a caravan while waiting for their apartment to settle.

Meanwhile, the developers maintain the delays are beyond their control.

The riverfront Kokomo development, at Carrara on the Gold Coast, was initially due for completion in mid 2023, with buyers signing contracts in 2021 and 2022.

Now they've been told they'll have to find up to \$1m on top of their original prices if they want to keep the apartments as contracts are approaching "sunset dates", legally [allowing them to be scrapped](#) if construction has not been completed.



Kokomo under construction in a photo from September 2024.

The two-tower, six-storey project is being developed by BrickStone Development, which is directed by Brisbane businessmen Michael Plozza and Zhengfeng Alex Guo.

The site is owned by Mr Guo, who paid \$4.35m for it in 2013, property records show.

For retirees David and Lyndal Potter, the uncertainty and financial losses have proven too great, with the pair opting to cancel their own contract this week.

The Potters signed up for a three-bedroom apartment for \$878,000 in 2022, hoping to live out their golden years in the riverfront home from 2023.

Eagerly anticipating the move, the couple sold their house and moved into a caravan – not expecting they'd be living in it for five months.

As time dragged on without settlement, they rented a house, still hopeful of moving into their apartment.

But their dream was dashed when they received a letter offering to extend their sunset clause – currently due in March next year – but only if they handed over an extra \$372,000.

"That would have taken our apartment price to \$1.25m," Mr Potter said.

"I'm an old Vietnam veteran, I don't have that sort of money.

"I wanted to be in the fight, I felt it was a good fight, but the fight was going to cost us money we didn't have.

"My wife and I decided to bite the bullet and get out of the contract."



The Kokomo development at Carrara on the Gold Coast.

Mr Potter said the development company had promised to return their deposit.

The couple say they lost potential gains on their previous house – which sold for \$200,000 more a year after they sold it – and had paid months of unexpected rent.

“It’s actually been shocking,” Mr Potter said.

“I’m no accountant but I think the developer stands to make an extra \$50m to \$100m if the contracts are cancelled and they can resell.”

Another buyer, whose name has been withheld from publication, said he’d watched as larger and more complex builds started and finished in the time he’d waited for his apartment to settle.

“I sold my properties three years ago and have been renting ever since,” he said.

“No-one has been working on the site for months and now they’re saying they’re not going to have it finished until mid 2026.

“All the units need is a bit of glass in the bathrooms and they’ll be complete – but hardly any work has been done all year.”

Plans for the project – originally named Riverfront Residences – were first submitted by another of Mr Guo’s companies, QY Developments.

Apartments were marketed for sale as far back as 2018, with starting prices at \$489,000.

They’re currently listed from \$970,000.

It’s being built by another Guo company, BrickConstructions, which holds a category five licence with the QBCC.

Under the development approval, Kokomo’s developers are required to upgrade a sewerage pipe and pump station on Nerang-Broadbeach Rd – a requirement flagged in November 2023.

Buyers say the company took too long to inform them of the delay related to the sewerage work.

A statement from BrickStone refuted that claim, saying the sewerage work delays were beyond their control and they were making “consistent progress” to resolve them.

“Buyer communications throughout this period have been frequent and transparent, always based on the most accurate information available at each stage,” the statement said.

“The sewer solution requires multi-agency co-ordination, design reviews, Council and TMR approvals, and infrastructure agreements.

“These are complex processes outside the developer’s sole control.”

## Business

Don't miss out on the headlines from Business. Followed categories will be added to My News.

Follow



Advertisement

Zhengfeng Guo, also known as Alex Guo, head of BrickStone. Photo: LinkedIn

BrickStone said it was “doing everything within our power to deliver the project in full compliance with our contractual obligations, despite infrastructure and regulatory challenges that have been outside of our control”.

“We understand and empathise with the frustration that some buyers are experiencing due to the protracted delays,” the statement said.

“We still remain committed to reaching settlement with all current buyers.

“It is also important to note that the developer has suffered substantial financial impact as a result of the delay.

“Any suggestion that we have sought to deliberately delay settlement is simply untrue – we have every incentive to deliver as quickly as possible and have continued to push for interim solutions to mitigate these challenges for all parties involved.”

Paul Arthurs, CEO of Queensland Sotheby’s Intl Realty, said his agency had “always communicated with buyers and potential buyers with full disclosure and transparency to information provided to us from the developers”.

“Further, the developers have been most proactive in sharing regular updates on construction and progress through the process,” he said.

Mr Arthur denied new potential buyers – coming in at much higher prices – were being prioritised over existing ones.

“Our primary focus at this time is with the existing buyers, helping them through the process, up to and including settlement,” he said.

“Our current contracted buyers remain our top priority.”



The Kokomo development at Carrara on the Gold Coast.

Kokomo is just the latest project impacted by sunset clauses, which were designed to allow either party to a sales contract to terminate if construction wasn't completed in time.

But soaring property prices have turned them into a legal way for developers to cash in on a hot market, leaving many off-plan buyers completely priced out.

However, one developer who used the clause to cancel a contract and double the price has come off second best.

Cav Gasworks Pty Ltd, a company owned by developer Damien Cavallucci, was [ordered by the Chief Justice of the state's Supreme Court to pay \\$6.1m](#) to the buyer of two sub-penthouses in the Luminare building in Newstead.

Cav Gasworks was found by the court to have reneged on the \$4.2m off-the-plan sale to Ms Jiang in 2017 and on-sold both lots for \$8.8m to other people after invoking the sunset clause in 2023. This second sale was more than double the purchase price under Ms Jiang's contract.

In her decision handed down on Thursday June 12, Chief Justice Helen Bowskill ruled Cav Gasworks Pty Ltd's purported termination of the contract, on 13 April 2023, in reliance upon the sunset clause, "was unlawful, invalid and of no effect".

Attorney-General and Minister for Justice and Minister for Integrity Deb Frecklington said the government was looking to review sunset clause laws but would not specify how or when the review would occur.

"Buying a property is one of the biggest financial investments many Queenslanders will ever make, and the Attorney-General appreciates the huge disappointment when an off the plan contract is terminated through a sunset clause," she said in a statement.

"The Crisafulli Government remains committed to undertaking a review of the effectiveness of the sunset clause amendments."

[kathleen.skene@news.com.au](mailto:kathleen.skene@news.com.au)

#### More Coverage



**Luxury developer stung \$6m in penthouse sunset clause stoush**



**'How is this allowed?': Sunset clause fix not on horizon**

Originally published as [Buyers in Kokomo Gold Coast offered sunset date extension at substantially higher prices](#)

- [Business](#)
- [Gold Coast Business](#)

# Coomera's Samuel Amey and Anabel Djuric devastated after developer tears up townhouse contract through sunset clause

A Gold Coast couple who put their life on hold while they waited more than three years for their first home to be built are fighting back against the developer who tore up their contract through a sunset clause.

**Matthew Newton**

4 min read

September 11, 2025 - 6:00AM

**Gold Coast Bulletin**

**4 Comments**

Listen to this article  
6 min



Gold Coast couple Samuel Amey and Anabel Djuric are devastated after waiting three and a half years to have their first home built, only to have the developer tear up their contract through a sunset clause. Picture: Glenn Campbell

## **Business**

**Don't miss out on the headlines from Business. Followed categories will be added to My News.**  
**unfollow**

A Gold Coast couple who put their life on hold – even delaying plans to have kids – while they waited three and a half years for their first home to be built are fighting back against the developer who tore up their contract through a sunset clause.

And Samuel Amey and his fiancée Anabel Djuric are not the only ones who have been left in the lurch after buying into Cadmium Development's Urbana Residences development in Coomera in December 2021.

They are among a group of roughly 20 buyers who Australian Law Partners solicitor and director Duke Myrteza said had now received contract termination notices citing sunset clauses.

Mr Amey said he and Ms Djuric were devastated and angry.

"We're not well-off or affluent or anything, we're just trying to buy our first home," Mr Amey said.

"It's extremely stressful having to go through all this."



Large portions of the Urbana Residences development remain a construction site.

When he found out that others who had bought into Cadmium's project were in the same boat, he started a parliamentary petition, sponsored by Coomera MP Michael Crandon, calling on the state government to conduct a review [of legislation around sunset clauses in off-the-plan contracts for residential properties](#).

The couple have also engaged Mr Myrteza to act for them.

Mr Myrteza is working with another solicitor, Adrian Edwards, from AG Edwards Legal and Compliance Solicitors.

“We’re in the process of preparing a case against the developer on behalf of a number of buyers who have had their contracts terminated,” Mr Myrteza said.

Queensland remains an outlier when it comes to sunset clauses.

Sunset clauses are a provision in a contract that [lawfully allows either the seller or purchaser to terminate the agreement](#) if construction is not complete by a designated ‘sunset’ date.

Developers cannot enact sunset clauses in NSW or Victoria for off-the-plan purchases without consent of either the buyer or the Supreme Court.

Queensland Attorney-General Deb Frecklington last week announced the state government would review sunset clause changes to the Land Sales Act 1984.



Queensland Attorney-General Deb Frecklington speaks during Question Time at Parliament House in Brisbane. Picture: Dan Peled / NewsWire  
Mr Amey said he was “over the moon” when he heard the review had been announced.

“Any progress is good progress,” he said.

“It’s a good sign.”

The review comes after the previous Labor state government restricted the use of sunset clauses by sellers to terminate off-the-plan contracts for the sale

of land, only allowing them to occur with the written consent of the buyer or a Supreme Court order.

Sunset clauses in contracts for off-the-plan houses, townhouses, and units [remain legal in Queensland](#).

Cadmium Development lists its director as 33-year-old Chinese national Lirui Zhu, from Rochedale South.

The company declined to comment when contacted this week.

Cadmium in March 2024 lodged a new development application for stage three of the Urbana development, which included new plans to build 720 units in four towers between 16 and 26 storeys high, on the south of the site.

That section of the site had a previous approval for four, eight-storey high towers.

The application remains under assessment by Gold Coast City Council.



Large portions of the Urbana Residences development remain a construction site.

In June, a spokesperson for Urbana Residences builder ADGCON Constructions Pty Ltd [was reported as saying](#): “Developers should not be villainised. They are faced with unprecedented builder shortage and drastically increased costs of construction materials. Sunset clauses are designed to protect both buyers and sellers.”

## A first home-buying nightmare

Mr Amey said he and Ms Djuric had already been looking for a property to buy for a year or two before they came across Urbana Residences.

Pre-existing properties were out of their price range, so they opted for buying an off-the-plan townhouse.

After inspecting stage one, they decided to buy a townhouse in stage three.

They were told they'd have the option to upgrade the fit-out of their home as it drew nearer to completion, which together with the ideal location were among the reasons they decided to buy into the development.

After signing on in December 2021, there were quarterly updates on the progress of construction.



Gold Coast couple Samuel Amey and Anabel Djuric are devastated after waiting three and a half years to have their first home built. Instead, the developer tore up their contract through a sunset clause. Picture: Glenn Campbell

"Then they just went silent on us," Mr Amey said.

The couple claimed they tried "numerous times" to get updates from the developer, and the information they did get was "confusing" or did not answer their questions, they said.

Mr Amey was aware of the sunset clause date – which came and went in June this year.

The couple had asked if the developer was going to extend the date, but they say they didn't hear anything back.

In August, they received their contract termination.

"They've been very hard to contact," Mr Amey said.

"We couldn't do anything about it."

Property sales records show [median home prices in Coomera have increased](#) roughly 48 per cent since December 2021.

One four-bedroom townhouse in the development that was purchased in June 2021 for \$671,900 sold in November 2024 for \$1.13m.

Another, smaller townhouse was bought for \$500,000 in May 2021 and sold in May this year for \$905,000.

Mr Amey said it had been an emotionally and financially stressful three and a half years that's now given way to disappointment, anger, and frustration.



Gold Coast couple Samuel Amey and Anabel Djuric at the Urbana Residences development in Coomera.

Mr Amey said all he and Ms Djuric were trying to do was buy their first home so they could get out of their “tiny, shoebox apartment”, settle down and start a family.

“We’ve been waiting for our property for (almost) four years and now it’s been taken away from us,” he said.

“We had to put our life on hold waiting for this.”

He said he hoped Queensland would fall in line with other states as a result of the sunset clause review.

Mr Crandon said numerous people had contacted him upset and concerned about property contracts that had been terminated by developers.

“I know of property buyers who have had their contracts cancelled due to sunset clauses with some unable to re-enter the property market, due to escalating costs,” he said.



Coomera MP Michael Crandon during Queensland Parliament Question Time. Picture: Liam Kidston

He encouraged those affected to make a submission to the state government’s review of sunset clauses to describe their experience and the impact it’s had on their life.

The Government has released [two online forms](#) – a survey for buyers and a survey for property sellers – to assist the review. The consultation process will close on Friday, 10 October 2025.

Mr Amey’s petition has so far generated 1567 signatures and can be signed [here](#).