

Queensland



ANNO TRICESIMO TERTIO

ELIZABETHAE SECUNDAE REGINAE

No. 41 of 1984

**An Act to regulate certain sales of land and to amend the
Auctioneers and Agents Act 1971–1981 in certain
particulars**

[ASSENTED TO 9TH MAY, 1984]

BE IT ENACTED by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Assembly of Queensland in Parliament assembled, and by the authority of the same, as follows:—

PART I—PRELIMINARY

1. **Short title.** This Act may be cited as the *Land Sales Act 1984*.

2. **Commencement.** (1) Section 1 and this section shall commence on the day this Act is assented to for and on behalf of Her Majesty.

(2) Except as is provided in subsection (1) the provisions of this Act or such of them as are specified in the Proclamation shall commence on the date or dates appointed by Proclamation.

3. **Arrangement.** This Act is arranged in Parts and a Schedule as follows:—

PART I—PRELIMINARY (ss. 1–6);

PART II—SALE OF RELEVANT LAND OTHER THAN LOTS (ss. 7–19);

PART III—SALE OF PROPOSED LOTS (ss. 20–30);

PART IV—MISCELLANEOUS PROVISIONS (ss. 31–35);

SCHEDULE

4. **Amendment and citations.** The *Auctioneers and Agents Act 1971–1981* is amended as and to the extent specified in the First Schedule.

The *Auctioneers and Agents Act 1971–1981* as amended by this Act may be cited as the *Auctioneers and Agents Act 1971–1984*.

5. **Application of Act.** (1) This Act applies in relation to a sale or purchase of relevant land situated in Queensland or of a proposed lot that, when it becomes a registered lot, will be situated in Queensland, wherever the contract for sale or other instrument under which the sale or purchase was entered upon is made.

(2) A reference in any provision of this Act to a sale or purchase of relevant land or a proposed lot shall be construed as a reference to a sale or purchase entered upon by a vendor or purchaser under an instrument made after the commencement of the provision in which the reference occurs.

6. **Interpretation.** (1) In this Act, unless the contrary intention appears—

“building units plan” means a building units plan within the meaning of the *Building Units and Group Titles Act 1980–1983*;

“group titles plan” means a group titles plan within the meaning of the *Building Units and Group Titles Act 1980–1983*;

“lot” includes a registered lot and a proposed lot;

- “ plan ” includes a building units plan and a group titles plan;
- “ proposed lot ” means that, which will become a registered lot upon registration of a plan;
- “ purchase ” includes—
- (a) agree to purchase,
 - (b) acquire an option to purchase,
 - (c) enter upon a transaction that has as its object the acquisition of a right (not immediately exercisable) to purchase or to be given an option to purchase,
 - (d) sign an instrument that is intended to legally bind a signatory to purchase,
 - (e) enter upon a transaction or sign an instrument with a view to any person securing or attempting to secure another's agreement to sell;
- “ registered lot ” means a lot shown on a plan registered under the *Building Units and Group Titles Act* 1980–1983;
- “ Registrar ” means the Registrar of Auctioneers and Agents appointed under the *Auctioneers and Agents Act* 1971–1984;
- “ relevant land ” includes relevant freehold land and relevant leasehold land but does not include a lot;
- “ relevant freehold land ” means—
- (a) in relation to a case where land under the provisions of the Real Property Acts has been subdivided by means of a plan of survey that is not registered in the office of the Registrar of Titles, the subdivisional portions thereof;
 - (b) in relation to a case where land under the provisions of the Real Property Acts is being or is about to be subdivided by means of a plan of survey, the proposed subdivisional portions thereof;
- “ relevant leasehold land ” means—
- (a) in relation to a case where land held from the Crown for an estate of leasehold has been subdivided by means of a plan of survey that is not registered in the Department of Mapping and Surveying, the subdivisional portions thereof;
 - (b) in relation to a case where land held from the Crown for an estate of leasehold is being or is about to be subdivided by means of a plan of survey, the proposed subdivisional portions thereof;
 - (c) land held from the Crown for an estate of leasehold subject to a condition or covenant debarring or restricting the holder of the estate therein, at the time of sale thereof, from disposing of the estate therein;
- “ sale ” or “ sell ” includes—
- (a) agree to sell;
 - (b) grant an option to purchase;

- (c) enter upon a transaction that has as its object the grant of a right (not immediately exercisable) to purchase or to be given an option to purchase; and
 - (d) procure a person to enter upon a purchase;
- “vendor’s agent” means a person who procures another to purchase, other than—
- (a) a vendor under a contract for sale of relevant land or of a proposed lot;
 - (b) a person who, if a contract for sale of relevant land or of a proposed lot (the subject of the purchase) were made, would be a vendor thereunder; and
 - (c) a person who in the matter of the purchase in question acts only as agent for a purchaser.
- (2) For the purposes of this Act—
- (a) a person who signs (by himself or his agent) an instrument that is intended to bind him (absolutely or conditionally) to purchase relevant land or a proposed lot shall be taken to have entered upon a purchase of the land or lot and in this Act is referred to as “the purchaser”, and the person who is entitled to enforce obligations under the instrument against him shall be taken to be the vendor of the land or lot in relation to that person and in this Act is referred to as “his vendor”;
 - (b) a person who signs (by himself or his agent) an instrument that is intended to bind him (absolutely or conditionally) to sell relevant land or a proposed lot shall be taken to have entered upon a sale of the land or lot and in this Act is referred to as “the vendor”, and the person who is entitled to enforce obligations under the instrument against him shall be taken to be the purchaser of the land or lot in relation to that person and in this Act is referred to as “his purchaser”.
- (3) The provisions of paragraph (b) of subsection (2) shall not be construed to limit the meaning of the expression “sale” or “sell” as defined in subsection (1).

PART II—SALE OF RELEVANT LAND

7. Construction of certain provisions. Where relevant land that is the subject of a sale or purchase is relevant freehold land as defined in section 6 or relevant leasehold land as defined in paragraph (a) or (b) of the definition of that expression in section 6 the provisions of this Part apply only where the relevant land is part only of the land described in the instrument of title that relates to that relevant land.

8. Restriction on selling and purchasing. (1) A person shall not sell or purchase relevant land unless—

- (a) in the case of relevant freehold land, the subdivisional plan of survey relating to it has been approved by the appropriate

Local Authority under its common seal before the event that marks the entry of a person upon the purchase;

(b) in the case of relevant leasehold land,

(i) where the land is a miner's homestead under the *Miner's Homestead Leases Act 1913-1979*, the lessee thereof has obtained the approval of the Minister for Mines to a subdivision of the homestead before the event that marks the entry of a person upon the purchase and that approval subsists at the time of such event;

(ii) in the case of a holding under the *Land Act 1962-1982*, the lessee thereof has obtained the permission of the Minister for Lands to the sale of his estate therein before the event that marks the entry of a person upon the purchase and that permission subsists at the time of such event.

(2) An instrument made in contravention of this section is void and any person who has paid money thereunder shall be entitled to recover the amount thereof, together with the amount of interest (if any) that has accrued in respect of that amount since the money was so paid, by action as for a debt due and owing to him by the person to whom the money was paid.

9. Identification of land. (1) Before a person enters upon a purchase of relevant land there shall be given to him, where the land is relevant land by reason of a subdivision thereof by means of a plan of survey, a copy of the relevant subdivisional plan approved under the common seal of the appropriate Local Authority clearly identifying the land to which the instrument that marks his entry upon the purchase relates.

(2) The obligation prescribed by subsection (1) rests upon the vendor's agent, where it is he who procures the signing of the instrument concerned by the purchaser or by his agent, and otherwise rests upon the prospective vendor.

10. Rectification of copy plan under s. 9. (1) If a copy plan referred to in section 9 is at the time it is given or becomes subsequently to that time inaccurate in any respect relevant to a particular purchaser, it is the duty of the vendor and the vendor's agent to give (forthwith upon the inaccuracy becoming known to him) to the purchaser a notice in writing that rectifies the inaccuracy.

For the purposes of this Part, every rectification notice given, together with the copy plan to which it relates, shall be deemed to be the copy plan given for the purposes of section 9.

(2) Subsection (1) applies whether the copy plan is given in due time in accordance with section 9 or at a later time.

(3) It shall be sufficient compliance with subsection (1) if one of them, the vendor or the vendor's agent, discharges the duty thereby imposed, whereupon the other of them shall be freed of the duty in respect of giving the rectification notice that has been given.

(4) The duty imposed by this section continues until—

- (a) in the case of relevant freehold land, a Certificate of Title that relates to the land in question only has been issued by the Registrar of Titles; or
- (b) in the case of relevant leasehold land, the vendor has become competent in law to assure to the purchaser title to the leasehold estate in the land in question.

11. Contractual requirement re holding of money. (1) Every instrument that is intended to bind a person (absolutely or conditionally) to purchase relevant land, which provides for the payment of money in respect of the purchase, shall provide that all money payable thereunder by the purchaser, by way of deposit or otherwise, shall be paid directly to a person being one of the following:—

- a solicitor whose name is on the roll of solicitors of the Supreme Court of Queensland and who practises as a solicitor in Queensland,
- a real estate agent duly licensed under the *Auctioneers and Agents Act 1971–1984*, or
- the Public Trustee constituted under the *Public Trustee Act 1978–1981*,

nominated by the purchaser and specified in the instrument, to be held by that person on trust and dealt with by him in accordance with the provisions of this Part and the law governing the operation of his trust accounts.

(2) Any provision of an instrument to which subsection (1) relates or of any other instrument made in connexion with such an instrument that might restrict the purchaser in his selection of a person to be trustee shall be void.

(3) Money payable by a purchaser under an instrument such as is referred to in subsection (1) shall not be paid to the vendor or vendor's agent but shall be paid directly by the purchaser or his agent to the trustee referred to in that subsection and specified in the instrument:

Provided that such money may be paid directly to the vendor's agent where that agent is a person of a description referred to in subsection (1) and is duly nominated by the purchaser to be the trustee.

12. Trustee's duty. A person who receives money as a trustee in accordance with a provision of an instrument referred to in section 11 (1) shall retain the money in his trust account until—

- (a) where the purchaser becomes entitled in accordance with this Part to a refund of the money, the purchaser becomes so entitled;
- (b) where the money has been paid in respect of the sale and purchase of relevant freehold land, a Certificate of Title that relates to that land only has been issued by the Registrar of Titles;

(c) where the money has been paid in respect of the sale and purchase of relevant leasehold land, the vendor is competent in law to assure to the purchaser title to the estate of leasehold therein,

whereupon the trustee shall dispose of the money in accordance with the law governing the operation of his trust account and, in the case referred to in paragraph (b) or (c), to the person entitled to the money in accordance with the instrument.

13. Avoidance of instrument for breach of s. 9. (1) Where in respect of an instrument to which section 9 (1) relates there has not been given to the purchaser or his agent a copy plan referred to in that section,

or where, a copy plan as aforesaid having been given to the purchaser or his agent, any particular contained therein is found to have been inaccurate at the time it was given or has since become inaccurate, the purchaser may avoid the instrument by notice in writing given to his vendor or to the vendor's agent if—

(a) the purchaser has been materially prejudiced by the failure to give the copy plan or, as the case may be, the inaccuracy of any particular therein; and

(b) the purchaser has not disposed of his interest in the relevant land to which the instrument relates.

(2) A notice of avoidance under subsection (1), if it is to be effectual, shall be given—

(a) in the case of a sale or purchase of relevant freehold land, before a Certificate of Title that relates to that land only has been issued by the Registrar of Titles;

(b) in the case of a sale or purchase of relevant leasehold land, before the vendor becomes competent in law to assure to the purchaser title to the leasehold estate therein; or

(c) in the case where—

(i) a copy plan, such as is referred to in section 9 (1), has been given to the purchaser at any time after the time prescribed by that section and the purchaser seeks to avoid the instrument in question by reason of an inaccuracy in any particular in the copy plan; or

(ii) at any time after the time prescribed by section 9 (1) a notice of rectification, such as is referred to in section 10 (1), has been given to the purchaser in respect of any particular in such a copy plan previously given and the purchaser seeks to avoid the instrument in question by reason of the inaccuracy to which the notice of rectification relates,

within 30 days after the receipt by the purchaser of the copy plan or, as the case may be, the notice of rectification or within the time limited by paragraph (a) or (b) (whichever is appropriate to the case), whichever period is the earlier to expire.

14. Avoidance of instrument for breach of s. 11. Where an instrument to which section 11 (1) applies does not include the provision required by that section or money payable by a purchaser under such an instrument is paid to the vendor or vendor's agent or another person at the direction of either of them in breach of section 11 (3) the purchaser may avoid the instrument by notice in writing given to his vendor or to the vendor's agent at any time before—

(a) in so far as the instrument relates to relevant freehold land, a Certificate of Title that relates to that land only has been issued by the Registrar of Titles; or

(b) in so far as the instrument relates to relevant leasehold land, the vendor is competent in law to assure to the purchaser title to the estate of leasehold therein,

and in either case before the purchaser has disposed of his interest in the relevant land to which the instrument relates.

15. Avoidance of instrument upon ground of lapse of time. Where an instrument relating to the sale or purchase of relevant land has been made and—

a period of six months has elapsed from the date on which it was made; or

the purchaser has become liable thereunder to pay more than 10 per centum of the purchase price,

before—

(a) in so far as the instrument relates to relevant freehold land, a Certificate of Title that relates to that land only has been issued by the Registrar of Titles; or

(b) in so far as the instrument relates to relevant leasehold land, the vendor is competent in law to assure to the purchaser title to the estate of leasehold therein,

and in either case before the purchaser has disposed of his interest in the relevant land to which the instrument relates, the purchaser may avoid the instrument by notice in writing given to his vendor or to the vendor's agent at any time before such Certificate of Title is issued or, as the case may be, before the vendor becomes competent as aforesaid.

16. When purchaser's interest disposed of. For the purposes of sections 13, 14 and 15 a purchaser shall be taken to have disposed of his interest in relevant land if he has entered upon a sale of the land or another person has entered upon a purchase of the land.

17. Consequences of avoidance. (1) Where a purchaser has avoided an instrument pursuant to this Part any person who, in respect of the transaction evidenced by the instrument, has received money paid by or on behalf of the purchaser shall, subject to his complying with the law governing his trust account if the money is held in a trust account, forthwith refund the amount of that money to the purchaser or as he directs in writing together with the amount of interest (if any) that has accrued in respect of that amount since the money was so paid.

(2) A person entitled to a refund or payment of money pursuant to this section may recover the money by action as for a debt due and owing to him by the person by whom it is payable.

18. Notices to Registrar. (1) A person who has become entitled in accordance with section 8 (1) to sell relevant land shall—

before a sale of any of that relevant land; and

within 14 days after he receives notice from a Local Authority or, as the case may be, from a Minister of the Crown of the approval or permission upon the granting of which he has become so entitled,

give notice in the prescribed form to the Registrar of such approval or permission.

(2) When an instrument intended to bind a person to purchase relevant land has been made the vendor thereunder shall, within seven days after the expiration of the month in which the instrument was made, lodge or cause to be lodged with the Registrar particulars in the prescribed form in relation to the instrument.

19. Exemption from Part. (1) A person by whom or on whose behalf land is to be subdivided into two subdivisional portions may make application in the prescribed form to the Registrar to be exempted from section 8.

(2) Within 15 working days after his receipt of an application under subsection (1) the Registrar shall furnish his recommendation thereon to the Minister who, as soon as is practicable thereafter, shall grant or refuse the application, as he thinks fit, by instrument in writing and who, if he grants the application, may grant it subject to such conditions as he thinks fit and specifies in the instrument of exemption.

(3) The Minister may, by instrument in writing, revoke an exemption granted under subsection (2) that is subject to conditions if the conditions are not being complied with in all respects and in like manner may vary such conditions.

Notice in writing of a revocation or variation shall be given to the person to whose land the exemption related.

(4) While an exemption granted under subsection (2) subsists section 8 shall not apply in relation to the sale or purchase of both or either of the two subdivisional portions in respect of which it was granted.

PART III—SALE OF PROPOSED LOTS

20. Restriction on selling and purchasing. (1) A person shall not sell or purchase a proposed lot unless, before the event that marks the entry of a person upon the purchase—

(a) in the case of a proposed lot that will become a registered lot upon registration of a building units plan—

(i) the approval of the appropriate Local Authority has been obtained to the erection of the building that is to contain

- the lot and of the plans and specifications for that building;
and
- (ii) where under a relevant town planning scheme the consent of the appropriate Local Authority is required to the use of the land for the erection of the building that is to contain the lot, that consent has been obtained;
- (b) in the case of a proposed lot that will become a registered lot upon registration of a group titles plan where the sale and purchase includes a building or other structure to be erected on the lot—
- (i) the approval of the appropriate Local Authority has been obtained to the erection of the building or structure and of the plans and specifications for that building or structure; and
 - (ii) where under a relevant town planning scheme the consent of the appropriate Local Authority is required to the use of the land for the erection of the building or structure, that consent has been obtained;
- (c) in the case of a proposed lot that will become a registered lot upon registration of a group titles plan and the sale and purchase does not include a building or other structure to be erected on the lot, the plan has been approved by the appropriate Local Authority under its common seal.

(2) An instrument made in contravention of this section is void and any person who has paid money thereunder shall be entitled to recover the amount thereof, together with the amount of interest (if any) that has accrued in respect of that amount since the money was so paid, by action as for a debt due and owing to him by the person to whom the money was paid.

21. Statement identifying proposed lot etc. (1) Before a person enters upon a purchase of a proposed lot there shall be given to him (or to his agent) a statement in writing, signed by the person who is to become his vendor or that person's agent, that—

- (a) clearly identifies the lot to be purchased;
- (b) states the names and addresses of the prospective vendor and the prospective purchaser;
- (c) clearly states whether the prospective vendor or his agent (by himself or by any employee) has made or offered to the prospective purchaser or his agent any representation, promise or term with respect to the provision to the purchaser of a Certificate of Title that relates to the lot in question only;
- (d) if any representation, promise or term, such as is referred to in paragraph (c) has been made or offered, clearly states the particulars thereof; and
- (e) states the date on which it is signed.

(2) The obligation prescribed by subsection (1) rests upon the prospective vendor's agent, when it is he who procures the signing of the instrument concerned by the purchaser or by his agent, and otherwise rests upon the prospective vendor.

(3) The statement in writing referred to in subsection (1) shall be separate from the instrument before the signing of which it is to be given.

(4) Where a prospective vendor is required to give a statement in writing prescribed by subsection (1) and is also a person required by section 49 of the *Building Units and Group Titles Act 1980-1983* to give a statement in writing prescribed by that section and a statement is given in accordance with that section it shall be sufficient compliance with subsection (1) if the particulars prescribed by subsection (1) are included in the statement given in accordance with section 49 aforesaid and in that event subsection (3) shall not apply to the case.

22. Rectification of statement under s. 21. (1) If a statement in writing of a description referred to in section 21—

is not accurate as at the time it is given; or

contains information that subsequently to the time it is given becomes inaccurate in any respect,

it is the duty of the vendor and the vendor's agent to give (forthwith upon the inaccuracy becoming known to him) to the purchaser a notice in writing that rectifies the inaccuracy.

For the purposes of this Part, every rectification notice given, together with the statement in writing to which it relates, shall be deemed to be the statement in writing given for the purposes of section 21.

(2) Subsection (1) applies whether the statement in writing is given in due time in accordance with section 21 or at a later time.

(3) It shall be sufficient compliance with subsection (1) if one of them, the vendor or the vendor's agent, discharges the duty thereby imposed, whereupon the other of them shall be freed of the duty in respect of giving the rectification notice that has been given.

(4) The duty imposed by this section continues until a Certificate of Title that relates to the lot in question only has been issued by the Registrar of Titles.

23. Contractual requirement re holding of money. (1) Every instrument that is intended to bind a person (absolutely or conditionally) to purchase a proposed lot, which provides for the payment of money in respect of the purchase, shall provide that all money payable thereunder by the purchaser, by way of deposit or otherwise, shall be paid directly to a person being one of the following:—

a solicitor whose name is on the roll of solicitors of the Supreme Court of Queensland and who practises as a solicitor in Queensland,

a real estate agent duly licensed under the *Auctioneers and Agents Act 1971–1984*, or

the Public Trustee constituted under the *Public Trustee Act 1978–1981*,

nominated by the purchaser and specified in the instrument, to be held by that person on trust and dealt with by him in accordance with the provisions of this Part and the law governing the operation of his trust accounts.

(2) Any provision of an instrument to which subsection (1) relates or of any other instrument made in connexion with such an instrument that might restrict the purchaser in his selection of a person to be trustee shall be void.

(3) Money payable by a purchaser under an instrument such as is referred to in subsection (1) shall not be paid to the vendor or vendor's agent but shall be paid directly by the purchaser or his agent to the trustee referred to in that subsection and specified in the instrument:

Provided that such money may be paid directly to the vendor's agent where that agent is a person of a description referred to in subsection (1) and is duly nominated by the purchaser to be the trustee.

24. Trustee's duty. A person who receives money as a trustee in accordance with a provision of an instrument referred to in section 23 (1) shall retain the money in his trust account until—

(a) where the purchaser becomes entitled in accordance with this Part to a refund of the money, the purchaser becomes so entitled;

(b) in any other case a Certificate of Title that relates to the lot in question only has been issued by the Registrar of Titles,

whereupon the trustee shall dispose of the money in accordance with the law governing the operation of his trust account and, in the case referred to in paragraph (b), to the person entitled to the money in accordance with the instrument.

25. Avoidance of instrument for breach of s. 21 (1). (1) Where in respect of a purchase to which section 21 (1) applies there has not been given to the purchaser or his agent a statement in writing that sufficiently complies with that section or, a statement in writing as aforesaid having been given to the purchaser or his agent, any particular contained therein and prescribed by that section is found to have been inaccurate at the time it was given or has since become inaccurate, the purchaser may avoid the instrument by notice in writing given to the vendor or to the vendor's agent if—

(a) the purchaser has been materially prejudiced by the failure to give the statement in writing or, as the case may be, the inaccuracy of any particular therein; and

(b) the purchaser has not disposed of his interest in the lot to which the instrument relates.

(2) A notice of avoidance under subsection (1), if it is to be effectual, shall be given—

(a) before a Certificate of Title that relates to the proposed lot in question only has been issued by the Registrar of Titles; or
(b) in the case where—

(i) a statement in writing, such as is referred to in section 21 (1), has been given to the purchaser or his agent at any time after the time prescribed by that section and the purchaser seeks to avoid the instrument in question by reason of an inaccuracy in any particular in the statement; or

(ii) in the case where at any time after the time prescribed by that section a notice of rectification, such as is referred to in section 22 (1) has been given to the purchaser or his agent in respect of any particular in such a statement in writing previously given and the purchaser seeks to avoid the instrument in question by reason of the inaccuracy to which the notice of rectification relates,

within 30 days after the receipt by the purchaser or his agent of the statement in writing or, as the case may be, the notice of rectification or before the issue of the Certificate of Title as aforesaid, whichever period is the earlier to expire.

26. Avoidance of instrument for breach of s. 23. Where an instrument to which section 23 (1) relates does not include the provision required by that section or money payable by a purchaser under such an instrument is paid to the vendor or vendor's agent or another person at the direction of either of them in breach of section 23 (3) the purchaser may avoid the instrument by notice in writing given to the vendor or to the vendor's agent at any time before a Certificate of Title that relates to the lot in question only has been issued by the Registrar of Titles and before the purchaser has disposed of his interest in the lot in question.

27. Avoidance of instrument upon ground of lapse of time. Where an instrument relating to the sale or purchase of a proposed lot has been made and—

a period of 18 months has elapsed from the date on which it was made; or

the purchaser has become liable thereunder to pay more than 10 per centum of the purchase price,

before a Certificate of Title that relates to the lot in question only has been issued by the Registrar of Titles, the purchaser may avoid the instrument by notice in writing given to the vendor or to the vendor's agent at any time before such Certificate of Title is issued and before the purchaser has disposed of his interest in the lot in question.

28. When purchaser's interest is disposed of. For the purposes of sections 25, 26 and 27 a purchaser shall be taken to have disposed of his interest in a proposed lot if he has entered upon a sale of the lot or another person has entered upon a purchase of the lot.

29. Consequences of avoidance. (1) Where a purchaser has avoided an instrument pursuant to this Part any person who, in respect of the transaction evidenced by the instrument, has received money paid by or on behalf of the purchaser shall, subject to his complying with the law governing his trust account if the money is held in a trust account, forthwith refund the amount of that money to the purchaser or as he directs in writing together with the amount of interest (if any) that has accrued in respect of that amount since the money was so paid.

(2) A person entitled to a refund or payment of money pursuant to this section may recover the money by action as for a debt due and owing to him by the person by whom it is payable.

30. Notices to Registrar. (1) A person who has become entitled in accordance with section 20 (1) to sell a proposed lot shall—

before a sale of the lot; and

within 14 days after he receives notice from a Local Authority of the approval upon the granting of which he has become so entitled, give notice in the prescribed form to the Registrar of such approval.

(2) When an instrument intended to bind a person to purchase a proposed lot has been made, the vendor shall, within seven days after the expiration of the month in which the instrument was made, lodge or cause to be lodged with the Registrar particulars in the prescribed form in relation to the instrument.

PART IV—MISCELLANEOUS PROVISIONS

31. Contracting out of Act void. Any covenant, agreement or condition made, entered into or imposed in or in respect of an instrument that is intended to bind a person in respect of the sale or purchase of relevant land or a proposed lot whereby it is agreed or acknowledged that the provisions of this Act or any of them shall not apply in relation to the instrument or the transaction evidenced by the instrument shall be void.

32. Offence provision. (1) A person who contravenes or fails to comply with a provision of this Act commits an offence against this Act and is liable—

(a) being a natural person, to a penalty not exceeding \$5 000 or to imprisonment for a term not exceeding 12 months or to both;

(b) being a corporate entity, to a penalty not exceeding \$25 000.

(2) Liability imposed by this Part is in addition to any other liability or remedy provided by law and proceedings to enforce the firstmentioned liability shall not be a condition precedent to a right to enforce such other liability or remedy.

33. Proceedings for offences. (1) Proceedings in respect of an offence against this Act shall be had in a summary way under the *Justices Act 1886–1982* upon the complaint of the Registrar or a person authorized by him either generally or in a particular case.

(2) It shall not be necessary to prove the appointment of the Registrar or the authority of a complainant to lay the complaint in proceedings in respect of an offence against this Act in the absence of evidence that challenges such appointment or authority.

34. Evidentiary provision. (1) In proceedings in respect of an offence against this Act, a certificate purporting to be that of the Registrar—

- (a) that a notice required by this Act to be furnished to him has not been furnished to him; or
 - (b) that a prescribed fee has not been paid,
- shall be evidence and in the absence of evidence to the contrary conclusive evidence of the matters contained therein.

(2) In proceedings in respect of an offence against this Act a copy of an instrument purporting to relate to the sale or purchase of relevant land or a proposed lot and produced on behalf of the complainant shall be admissible in evidence as if it were the original thereof.

35. Regulations. The Governor in Council may make regulations not inconsistent with this Act with respect to—

- (a) all matters required or permitted by this Act to be prescribed, where no other means for such prescription are prescribed;
- (b) forms to be used for the purposes of this Act and specifying the purpose for which each such form is to be used and the manner of completion of prescribed forms;
- (c) the form and content of any register to be kept by the Registrar for the purposes of this Act;
- (d) fees payable to the Registrar in respect of his keeping any register or record for the purposes of this Act;
- (e) all matters that are necessary or convenient for the administration of this Act or for achieving the objects and purposes of this Act.

SCHEDULE

(s. 4)

AMENDMENTS OF AUCTIONEERS AND AGENTS ACT 1971-1981

Enactment	Nature of Amendment
s. 5	Omit the definition " Land " and substitute the following definition:— " " Land "—Land held in fee simple or for an estate of leasehold: The term includes a lot shown on a building units plan registered under the <i>Building Units and Group Titles Act</i> 1980-1983 and that which will become a lot shown on such a plan upon registration of the plan under that Act;"

SCHEDULE—continued

Enactment	Nature of Amendment
s. 67	Repeal the section.
s. 67A ..	Repeal the section.
s. 98 ..	<p>Omit subsection (1) and substitute the following subsection:—</p> <p>“(1) Subject to the provisions of this Act, the Fund shall be held and applied for the purpose of reimbursing persons who may suffer pecuniary loss by reason of—</p> <ul style="list-style-type: none"> (a) the contravention or failure to comply with any provision of section 62, 63, 65, 66 or 68 or of Division 1 of Part VI by a prescribed person; (b) the contravention or failure to comply with any provision of section 67 or 67A of the <i>Auctioneers and Agents Act 1971–1981</i> by a prescribed person before the commencement of section 4 of the <i>Land Sales Act 1984</i>; (c) the contravention or failure to comply with any provision of the <i>Land Sales Act 1984</i> by a vendor’s agent who is a prescribed person; or (d) the stealing or fraudulent misappropriation or misapplication by a prescribed person of money or other valuable property entrusted to him in the course of the business of a licensee as an auctioneer, real estate agent, commercial agent or motor dealer. <p>In this subsection the expression “prescribed person” means a licensee, his partner, employee, agent or any person having the apparent charge or control for the time being of the office or business of the licensee.”.</p>