

# Contract for Houses and Residential Land

Sixteenth Edition

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

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

## REFERENCE SCHEDULE

<b>Contract Date:</b>				
<b>Seller's Agent:</b>				
NAME:				
ABN:			LICENCE NO.:	
ADDRESS:				
SUBURB:			STATE:	POSTCODE:
PHONE:	MOBILE:	FAX:	EMAIL:	

<b>Seller:</b>	NAME:	MARANOVA REGIONAL COUNCIL		ABN:		
	ADDRESS:	PO Box 620				
	SUBURB:	ROMA	STATE:	QLD	POSTCODE:	4455
	PHONE:	MOBILE:	FAX:	EMAIL:		
	1300 007 662		07 4624 6990	Gavin.Pallisier@maranoa.qld.gov.au		
	NAME:			ABN:		
	ADDRESS:					
	SUBURB:			STATE:	POSTCODE:	
	PHONE:	MOBILE:	FAX:	EMAIL:		

■ or any other solicitor notified to the Buyer

<b>Seller's Solicitor:</b>	NAME:	FERRIER & CO				
	REF:	TM:JW:200972	CONTACT:	Trevor May		
	ADDRESS:	PO Box 202				
	SUBURB:	ROMA	STATE:	QLD	POSTCODE:	4455
	PHONE:	MOBILE:	FAX:	EMAIL:		
	07 4578 5100		07 4578 5111	admin@fcolaw.com.au		

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

**Buyer:** NAME: \_\_\_\_\_ ABN: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

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

**Buyer's Agent:** *(if applicable)*

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

▪ or any other solicitor notified to the Seller

**Buyer's Solicitor:**

NAME: \_\_\_\_\_  
 REF: \_\_\_\_\_ CONTACT: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 SUBURB: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_  
 PHONE: \_\_\_\_\_ MOBILE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**PROPERTY**

**Land:** ADDRESS: XX Denton Court  
 SUBURB: INJUNE STATE: QLD POSTCODE: 4454  
 Built on  Vacant

Description: Lot: XX  
 on: SP297126

Title Reference: XXXXXXXX  
 Area: XXXXSquare Metres *(more or less)* Land sold as:  Freehold  Leasehold *▪ if neither is selected, the land is treated as being Freehold*

Present Use: Vacant land

Local Government: Maranoa Regional Council

Excluded Fixtures: NIL

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

Included Chattels: NIL

## PRICE

Deposit Holder: FERRIER & CO  
Deposit Holder's Trust Account: FCO SOLICITORS PTY LTD LAW PRACTICE TRUST ACCOUNT  
Bank: WESTPAC  
BSB: 034221 Account No: 665415

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

Deposit: \$10% OF THE PURCHASE PRICE Initial Deposit payable on the day the Buyer signs this contract unless another time is specified below

\$ Balance Deposit (if any) payable on:  
▪ If no figure is inserted, the Contract Rate applying at the Contract Date published by the Queensland Law Society Inc will apply.

Default Interest Rate: 9.5%

## FINANCE

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

Financier: NOT APPLICABLE

Finance Date: NOT APPLICABLE

## BUILDING AND/OR PEST INSPECTION DATE

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

## MATTERS AFFECTING PROPERTY

### Title Encumbrances:

Is the Property sold subject to any Encumbrances?  No  Yes, listed below: ▪ **WARNING TO SELLER:** You are required to disclose all Title Encumbrances which will remain after settlement (for example, easements on your title and statutory easements for sewerage and drainage which may not appear on a title search). Failure to disclose these may entitle the Buyer to terminate the contract or to compensation. It is NOT sufficient to state "refer to title", "search will reveal", or similar.

Easement in Gross burdening the land to Maranoa Regional Council

### Tenancies:

TENANTS NAME: N/A ▪ If the property is sold with vacant possession from settlement, insert 'Nil'. Otherwise complete details from Residential Tenancy Agreement.

TERM AND OPTIONS:

STARTING DATE OF TERM:	ENDING DATE OF TERM:	RENT:	BOND:
		\$ 0.00	\$ 0.00

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

Managing Agent: N/A

AGENCY NAME:

PROPERTY MANAGER:

ADDRESS:

SUBURB:

STATE:

POSTCODE:

PHONE:

FAX:

MOBILE:

EMAIL:

### POOL SAFETY

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

Yes

No Clause 4.2 of this contract does not apply

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

Yes Clause 5.3(1)(f) applies

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

Q3. If the answer to Q2 is No, has a Notice of No Pool Safety Certificate been given prior to contract?

Yes

No

- **WARNING TO SELLER:** Failure to comply with the Pool Safety Requirements is an offence with substantial penalties.
- **WARNING TO BUYER:** If there is no Compliance or Exemption Certificate at settlement, the Buyer becomes responsible at its cost to obtain a Pool Safety Certificate within 90 days after settlement. The Buyer can also become liable to pay any costs of rectification necessary to comply with the Pool Safety Requirements to obtain a Pool Safety Certificate. The Buyer commits an offence and can be liable to substantial penalties if the Buyer fails to comply with this requirement.
- If there is a pool on the Land and Q2 is not completed then clause 4.2 applies.
- Note: This is an obligation of the Seller under Section 16 of the Building Regulation 2006.

### POOL SAFETY INSPECTOR

Pool Safety Inspector:

Pool Safety Inspection Date:

- The Pool Safety Inspector must be licensed under the Building Act 1975 and Building Regulation 2006.
- Clause 4.2(2) applies except where this contract is formed on a sale by auction and some other excluded sales.

### ELECTRICAL SAFETY SWITCH AND SMOKE ALARM

*This section must be completed unless the Land is vacant.*

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

*(select whichever is applicable)*

installed in the residence

not installed in the residence

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

*(select whichever is applicable)*

installed in the residence

not installed in the residence

- **WARNING:** By giving false or misleading information in this section, the Seller may incur a penalty. The Seller should seek expert and qualified advice about completing this section and not rely on the Seller's Agent to complete this section.
- **WARNING:** Failure to install a Compliant Smoke Alarm is an offence under the Fire and Emergency Services Act 1990.

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

## NEIGHBOURHOOD DISPUTES (DIVIDING FENCES AND TREES) ACT 2011

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

(select whichever is applicable)

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

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

## GST WITHHOLDING OBLIGATIONS

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

- Yes
- No

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

■ **WARNING:** the Buyer warrants in clause 2.5(6) that this information is true and correct.

■ **WARNING:** All sellers of residential premises or potential residential land are required to complete this notice. Section 14-250 of the *Withholding Law* applies to the sale of 'new residential premises' or 'potential residential land' (subject to some exceptions) and requires an amount to be withheld from the Purchase Price and paid to the ATO. The Seller should seek legal advice if unsure about completing this section.

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

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

**SPECIAL CONDITIONS**

**SETTLEMENT**

SETTLEMENT DATE:	_____	▪ <i>or the next Business Day if that is not a Business Day in the Place for Settlement</i>
PLACE FOR SETTLEMENT:	ROMA	▪ <i>If Brisbane is inserted this is a reference to Brisbane CBD</i>

**SIGNATURES**

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

BUYER: \_\_\_\_\_ WITNESS: \_\_\_\_\_

BUYER: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
By placing my signature above I warrant that I am the Buyer named in the Reference Schedule or authorised by the Buyer to sign. [Note: No witness is required if the Buyer signs using an Electronic Signature]

SELLER: \_\_\_\_\_ WITNESS: \_\_\_\_\_

SELLER: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
By placing my signature above I warrant that I am the Seller named in the Reference Schedule or authorised by the Seller to sign. [Note: No witness is required if the Seller signs using an Electronic Signature]

DEPOSIT HOLDER: \_\_\_\_\_

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