

(Reprint No. 2)

SOUTH AUSTRALIA

**LAND AND BUSINESS (SALE AND CONVEYANCING)
REGULATIONS 1995**

*These regulations are reprinted pursuant to the Subordinate Legislation Act 1978 and incorporate all amendments in force as at **1 March 1997**.*

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REGULATIONS UNDER THE LAND AND BUSINESS (SALE AND CONVEYANCING) ACT 1994

LAND AND BUSINESS (SALE AND CONVEYANCING) REGULATIONS 1995

being

No. 35 of 1995: *Gaz.* 27 April 1995 p. 1577¹

as varied by

No. 43 of 1995: *Gaz.* 4 May 1995, p. 1721²

No. 162 of 1995: *Gaz.* 27 July 1995, p. 312³

No. 216 of 1995: *Gaz.* 23 November 1995, p. 1461⁴

No. 225 of 1996: *Gaz.* 10 October 1996, p. 1346⁵

No. 21 of 1997: *Gaz.* 27 February 1997, p. 1070⁶

¹ Came into operation 1 June 1995: reg. 2.

² Came into operation 4 May 1995: reg. 2.

³ Came into operation 27 July 1995: reg. 2.

⁴ Came into operation 1 December 1995: reg. 2.

⁵ Came into operation 4 November 1996: reg. 2.

⁶ **Came into operation 1 March 1997: reg. 2.**

NOTE:

- *Asterisks indicate repeal or deletion of text.*
- *Entries appearing in bold type indicate the amendments incorporated since the last reprint.*
- *For the legislative history of the Act see Appendix 1.*

**PART 1
PRELIMINARY**

Citation

1. These regulations may be cited as the *Land and Business (Sale and Conveyancing) Regulations 1995*.

Commencement

2. These regulations will come into operation on the day on which the *Land and Business (Sale and Conveyancing) Act 1994* comes into operation.

Interpretation

3. (1) In these regulations, unless the contrary intention appears—

"**Act**" means the *Land and Business (Sale and Conveyancing) Act 1994*;

"**council**", in relation to land being sold, means the council in whose area the land is situated.

(2) In these regulations, a reference to a form of a particular number is a reference to the form of that number set out in schedule 1.

Note: For definition of divisional penalties (and divisional expiation fees) see Appendix 2.

PART 2
CONTRACTS FOR SALE OF LAND OR BUSINESSES

Forms

4. A form set out in schedule 1 must be completed in accordance with the instructions contained in the form and, if a form indicates that a particular document is to be attached to the form, that document must be so attached.

Qualified accountant

5. For the purposes of paragraph (a) of the definition of "**qualified accountant**" in section 3 of the Act, the required qualification in accounting is membership of—

- (a) the Australian Society of Certified Practising Accountants; or
- (b) the Institute of Chartered Accountants in Australia; or
- (c) the National Institute of Accountants; or
- (d) the Association of Taxation and Management Accountants.

Cooling-off—form of certificate of legal practitioner as to independent advice

6. For the purposes of section 5(7)(b) of the Act, the form of certificate set out in Part A of Form 3 is approved for use by a legal practitioner certifying as to the giving of independent legal advice to a purchaser before the purchaser enters into a contract for the sale of land or a small business.

Instalment contracts

6A. Pursuant to subsection (4)(b) of section 6 of the Act, that section does not apply in relation to a contract for the sale of land by the Minister for State Development or the MFP Industrial Premises Corporation.

Sale of land—form of vendor's statement

7. For the purposes of section 7(1) of the Act, a statement is in the required form if it comprises—

- (a) Parts A, B and C of Form 1; and
- (b) such parts of the table of particulars set out in Division 1 of the schedule of Form 1 as contain mortgages (item 1) and prescribed encumbrances items 2 to 7 (inclusive); and
- (c) such other parts of that table as contain the prescribed encumbrances and charges (items 8 to 48 inclusive) that affect, presently or prospectively, title to, or the possession or enjoyment of, the land subject to the sale; and
- (d) if the vendor obtained title to the land within 12 months before the date of the contract of sale—that part of Division 2 of the schedule of Form 1 headed "Particulars of transactions in last 12 months"; and
- (e) such other parts of Division 2 of the schedule of Form 1 as contain the matters that affect, presently or prospectively, title to, or the possession or enjoyment of, the land subject to the sale.

Sale of land—particulars required, prescribed encumbrances and prescribed matters

8. For the purposes of section 7(1)(b) of the Act—

- (a) the particulars required to be set out in the vendor's statement are the particulars required by the schedule of Form 1;
- (b) the encumbrances specified in Division 1 of the schedule of Form 1 are prescribed encumbrances;
- (c) the matters specified in Division 2 of the schedule of Form 1 are prescribed matters to the extent that they affect, presently or prospectively, title to, or the possession or enjoyment of, the land subject to the sale.

Sale of small business—form of vendor's statement

9. For the purposes of section 8(1) of the Act, a statement is in the required form if it comprises—

- (a) Parts A, B, C and D of Form 2; and
- (b) Schedule 1 of Form 2; and
- (c) if land is sold under a contract for the sale of a small business—
 - (i) such parts of the table of particulars set out in Form 2 Schedule 2 Division 1 as contain mortgages (item 1) and prescribed encumbrances items 2 to 7 (inclusive); and
 - (ii) such other parts of that table as contain prescribed encumbrances and charges (items 8 to 48 inclusive) that affect, presently or prospectively, title to, or the possession or enjoyment of, the land subject to the sale; and
 - (iii) if the vendor obtained title to the land within 12 months before the date of the contract of sale—that part of Form 2 Schedule 2 Division 2 headed "Particulars of transactions in last 12 months"; and
 - (iv) such other parts of Form 2 Schedule 2 Division 2 as contain the matters that affect, presently or prospectively, title to, or the possession or enjoyment of, the land subject to the sale; and
- (d) if the matters set out under the heading "Particulars relating to environment protection" or the heading "Particulars relating to the Stock Act 1990" in Form 2 Schedule 2 Division 2 affect, presently or prospectively, the business subject to the sale—the parts of that Division that contain those matters.

Sale of small business—prescribed particulars

10. For the purposes of section 8(1)(b) of the Act, the prescribed particulars are—

- (a) the particulars set out in Form 2 Schedule 1; and
- (b) the particulars set out in Form 2 Schedule 2 Division 2 under the headings "Particulars relating to environment protection" and "Particulars relating to the Stock Act 1990" to the extent that the matters set out under those headings affect, presently or prospectively, the business the subject of the sale.

Sale of small business—form of accountant's certificate

11. For the purposes of section 8(2) of the Act, the certificate to be signed by or on behalf of a qualified accountant must be in the form set out in Part D of Form 2.

Sale of land—prescribed inquiries

12. (1) For the purposes of section 9(1)(a) and (2)(a) of the Act, the following inquiries in relation to land subject to a sale are prescribed:

- (a) to inquire of the vendor as to what mortgages, charges, prescribed encumbrances and prescribed matters affect, presently or prospectively, title to, or the possession or enjoyment of, the land; and
- (b) to search any title kept at the Lands Titles Registration Office on which is entered any interest that affects, presently or prospectively, title to, or the possession or enjoyment of, the land and to obtain particulars of any such interest; and
- (c) to request the vendor to produce any document in the possession of the vendor relating to any mortgage, charge or prescribed encumbrance to which the land is subject, or relating to any prescribed matter that affects, presently or prospectively, title to, or the possession or enjoyment of, the land and to inspect any document so produced; and
- (d) if a document referred to in paragraph (c) is no longer in the possession of the vendor, to take all practicable measures to inspect the original or a copy of such a document; and
- (e) to inquire from the vendor and the council as to the existence of insurance under Part V Division III (Building Indemnity Insurance) of the *Builders Licensing Act 1986* in relation to any building on the land; and
- (f) if the agent or vendor has reason to believe that—
 - (i) the council or a statutory authority has the benefit of any charge or prescribed encumbrance over the land; or
 - (ii) the council or a statutory authority may be able to provide information as to whether a prescribed matter affects, presently or prospectively, title to, or the possession or enjoyment of, the land,to inquire—
 - (iii) in relation to a charge or prescribed encumbrance specified in column 1 of table 1 set out in schedule 2, of the bodies specified in column 2 opposite, whether the council or statutory authority has the benefit of such a prescribed encumbrance over the land; and
 - (iv) in relation to a matter specified in column 1 of table 2 set out in schedule 2, of the bodies specified in column 2 opposite, whether the matter affects, presently or prospectively, title to, or the possession or enjoyment of, the land; and
- (g) to seek, from the vendor and the bodies specified in column 2 of the tables set out in schedule 2, the particulars and documentary material required by the relevant part of the prescribed form of all mortgages, charges, prescribed encumbrances and prescribed matters in relation to which inquiries are made in accordance with paragraphs (a), (e) and (f); and

- (h) if a community lot (including a strata lot) or a development lot under the *Community Titles Act 1996* or a unit under the *Strata Titles Act 1988* is being sold, to seek from the vendor and the community or strata corporation the particulars and documentary material required by the relevant part of the prescribed form in relation to the community lot or unit.

(2) In subregulation (1) a reference to the relevant part of the prescribed form is a reference to—

- (a) in the case of the sale of land not under a contract for the sale of a business—the schedule of Form 1;
- (b) in the case of the sale of land under a contract for the sale of a small business—Schedule 2 of Form 2.

Sale of land—form of agent’s certificate

13. For the purposes of section 9(1)(b) and (2)(b) of the Act, the certificate signed by the agent or some person acting on the agent’s behalf must—

- (a) if land is being sold but not under a contract for the sale of a business—be in the form set out in Part D of Form 1;
- (b) if land is being sold under a contract for the sale of a small business—be in the form set out in Part E of Form 2.

Auctioneer to make statements available

14. For the purposes of section 11(b) of the Act, an auctioneer must cause public advertisement of the times and places at which a vendor’s statement may be inspected to be included (in the form set out in Form 4)—

- (a) in each public notice of the sale of the land or small business; or
- (b) if the sale is notified in a newspaper, magazine or other publication, to be displayed prominently, in the advertisement or block of advertisements containing the notice of the sale.

Sale of land—provision of information, etc. by councils and statutory authorities

15. (1) For the purposes of section 12(1), (2) and (3) of the Act, a council or statutory authority must provide such particulars and documentary material as regulation 12 requires to be sought from that body.

(2) For the purposes of section 12(3) of the Act, an application must be accompanied by—

- (a) the appropriate fee set out in schedule 3; and
- (b) the following documents:
 - (i) in the case of an application relating to land in respect of which a certificate of title has been issued under the *Real Property Act 1886*—a copy of the original certificate of title or duplicate certificate of title;
 - (ii) in the case of an application relating to land subject to a lease granted by the Crown under an Act—a copy of the lease;

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- (iii) in any other case—a copy of a document of title that sufficiently identifies the land in relation to which the application is made.

Defences

16. For the purposes of section 16 of the Act—

- (a) the persons and bodies to which inquiries to obtain information are required to be made are as follows:
 - (i) for information relating to a mortgage, charge or prescribed encumbrance specified in column 1 of table 1 set out in schedule 2—the persons and bodies specified in column 2 opposite;
 - (ii) for information relating to a matter specified in column 1 of table 2 set out in schedule 2—the persons and bodies specified in column 2 opposite;
 - (iii) for information relating to a community lot (including a strata lot), a development lot or a community corporation under the *Community Titles Act 1996* or a unit or strata corporation under the *Strata Titles Act 1988*—the community or strata corporation;
- (b) the certificate signed by the legal practitioner must be in the form set out in Part A of Form 3;
- (c) the instrument of waiver signed by the purchaser must be in the form set out in Part B of Form 3.

**PART 3
DUAL REPRESENTATION**

Circumstances in which conveyancer may act for both parties

17. (1) For the purposes of section 30 of the Act, a conveyancer is authorised to act for both the transferor and transferee, or the grantor and grantee, of property or rights under a transaction if—

- (a) the transferor and transferee or the grantor and grantee (in this Part referred to as **both parties**)—
 - (i) are related to one another by blood, adoption or marriage; or
 - (ii) are putative spouses (whether or not a declaration has been made under the *Family Relationships Act 1975* in relation to the parties); or
 - (iii) are bodies corporate that are related to each other for the purposes of the *Corporations Law*; or
 - (iv) are a proprietary company and a person who is a shareholder or director of that company; or
 - (v) are registered as the proprietors of the relevant land as tenants in common or joint tenants with one another; or
 - (vi) carry on business in partnership with each other; or
- (b) the conveyancer has obtained from both parties a written acknowledgment, or general authority, in the form set out in schedule 4.

(2) However, a conveyancer is not authorised to act for both parties to a transaction if the conveyancer is subject to a conflict of interest in relation to the transaction.

Conveyancer must cease to act if conflict of interest arises

18. (1) If, in the course of acting for both parties to a transaction, the conveyancer becomes subject to a conflict of interest in relation to the transaction, the conveyancer must notify both parties in writing and cease to act in the matter.

Penalty: Division 7 fine.

(2) However, if both parties agree in writing that the conveyancer may continue to act for one of them, the conveyancer may continue to act for that party.

Meaning of conflict of interest

19. For the purposes of this Part, a conveyancer is subject to a conflict of interest in relation to a transaction if—

- (a) the duties owed by the conveyancer to one party to the transaction conflict with the duties owed by the conveyancer to the other party to the transaction (for example, if the conveyancer is obliged, in fulfilling his or her duty to one party, to withhold information or advice from the other party that, by reason of the conveyancer's duty to that other party, he or she should not withhold); or
- (b) the conveyancer has a personal or pecuniary interest in the transaction arising otherwise than from the conveyancer's services as a conveyancer in respect of the transaction.

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SCHEDULE 1

Contracts for Sale of Land or Businesses—Forms

Form 1

STATEMENT UNDER SECTION 7

(Land and Business (Sale and Conveyancing) Act 1994)

TO THE PURCHASER:

The purpose of a statement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* is to put you on notice of certain particulars concerning the land to be acquired.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The *Aboriginal Heritage Act 1988* protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to *you* to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

Unless specifically stated otherwise—

— a single asterisk * means strike out the item if it is not applicable or, if 2 or more items follow the asterisk, strike out any items that are not applicable.

— a double asterisk ** means strike out the whole part if it is not applicable.

If there is insufficient space to provide any particulars required, continue on attachments.

Contents:

This statement contains the following:

PART A—THE PARTIES AND THE LAND

PART B—COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

PART C—STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

*PART D—CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

SCHEDULE

—————
PART A—THE PARTIES AND THE LAND

Purchaser
Address
*Purchaser's registered agent
*Address
Vendor
Address
*Vendor's registered agent
*Address
Date of contract (if made before this statement is served)
Description of the land
(Identify the land including any certificate of title reference)

PART B—COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

TO THE PURCHASER:

RIGHT TO COOL-OFF
(Section 5)

Restrictions on the right to cool-off

You may notify the vendor of your intention not to be bound by the contract for the sale of the land UNLESS—

- (a) you purchased by auction; or
- (b) you purchased on the same day as you, or some person on your behalf, bid at the auction of the land; or
- (c) you have, before signing the contract received independent advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (d) you are a body corporate; or
- (e) the contract is made by the exercise of an option to purchase not less than 5 clear business days after the grant of the option and not less than 2 clear business days after service of this form; or
- (f) the sale is by tender and the contract is made not less than 5 clear business days after the day fixed for the closing of tenders and not less than 2 clear business days after service of this form; or
- (g) the contract also provides for the sale of a business that is not a small business.

Time for service

The cooling-off notice must be served—

- (a) if this form is served on you *before* the making of the contract—before the end of the second clear business day after the day on which the contract was made; or
- (b) if this form is served on you *after* the making of the contract—before the end of the second clear business day from the day on which this form is served.

However, if this form is not served on you at least 2 clear business days before the time at which settlement takes place, the cooling-off notice may be served at any time before settlement.

Form of cooling-off notice

The cooling-off notice must be in writing and must be signed by you.

Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) given to the vendor's agent personally at, or left for the agent (with a person apparently responsible to the agent) at, the following address:
.....
(being *the agent's address for service/an office nominated by the agent for the purpose of service of the notice); or
- (c) posted by certified mail to the vendor at the following address:
.....
(being the vendor's last known address); or
- (d) transmitted by facsimile machine to the following facsimile machine number:

Note: If you intend to serve the cooling-off notice by leaving it for the vendor's agent at the agent's address for service or office nominated by the agent, it is strongly recommended that you obtain an acknowledgment of service of the notice in writing—section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the notice on the purchaser.

Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

- (a) the amount of any deposit paid if the deposit did not exceed \$100; or
- (b) an amount paid for an option to purchase the land.

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PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure your interest in the property is adequately insured against loss or damage;
- (b) pay particular attention to the provisions in the contract as to time of settlement—it is essential that the necessary arrangements are made to complete the purchase by the agreed date—if you do not do so, you may be in breach of the contract;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

—————
 PART C—STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
 (Section 7(1))

TO THE PURCHASER:

*I/We,
(name)

of
(address)

being the *vendor(s)/person authorised by the vendor(s) to sign this statement state that the schedule contains all particulars required to be given to you pursuant to section 7(1) of the *Land and Business (Sale and Conveyancing) Act 1994*.

Date Signed

—————
 **PART D—CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
 (Section 9)

TO THE PURCHASER:

I,
certify *that the responses

*that, subject to the exceptions stated below, the responses

to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing) Act 1994* confirm the completeness and accuracy of the particulars set out in the schedule.

Exceptions:
.....
.....
.....

Date Signed

*Vendor's/Purchaser's agent

*Person acting on behalf of *Vendor's/Purchaser's agent

—————

SCHEDULE

*Division 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED
ENCUMBRANCES AFFECTING THE LAND

(Section 7(1)(b))

Note: Strike out the heading "*Division 1" if Division 2 of the schedule is not required to be served.

- Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of this form.
- All the particulars required by column 3 of the table below in relation to a mortgage, charge or prescribed encumbrance referred to in column 1 must be set out in column 3 unless—
 - (a) —
 - (i) all the required particulars are contained in a document; and
 - (ii) a copy of that document is attached to this statement; and
 - (iii) those parts of the document that contain the required particulars are identified in column 3; or
 - (b) the mortgage, charge or prescribed encumbrance—
 - (i) is item 1, 4, 44, 45 or 48 in the table; and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
1. Mortgage of land.		Number of mortgage (if registered): Name of mortgagee:
2. Easement.		Description of land subject to easement: Nature of easement: Are you aware of any encroachment on the easement? *YES/NO (If YES, give details): If there is an encroachment, has approval for the encroachment been given? *YES/NO (If YES, give details): (attach additional page(s) if more than one easement)

Note: "Easement" includes rights of way and party wall rights.

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<p>Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)</p>	<p>Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)</p>	<p>Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)</p>
<p>3. Restrictive covenant.</p>		<p>Nature of restrictive covenant: Name of person in whose favour restrictive covenant operates: Does the restrictive covenant affect the whole of the land being acquired? *YES/NO (If NO, give details): Does the restrictive covenant affect land other than that being acquired? *YES/NO</p>
<p>4. Lease, agreement for lease, tenancy agreement or licence.</p> <p>(The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)</p>		<p>Names of parties: Period of lease, agreement for lease, etc: From to Amount of rent or licence fee: \$ per (period) Is the lease, agreement for lease, etc in writing? *YES/NO If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify— (b) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty): \$</p>
<p>5. Condition (that continues to apply) of an approval or authorisation granted under any of the following repealed Acts: <i>Building Act 1971</i> <i>City of Adelaide Development Control Act 1976</i> <i>Planning and Development Act 1966</i> <i>Planning Act 1982.</i></p>		<p>Nature of condition:</p>

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)	
6. Development Plan under the <i>Development Act 1993</i> .		Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan): Is the land situated in a designated State Heritage Area? *YES/NO Is the land designated as a place of local heritage value? *YES/NO Has a council submitted a Plan Amendment Report to the Minister? *YES/NO If YES, state the name of the council: Has the Minister released for public consultation a Plan Amendment Report prepared by the Minister? *YES/NO	
7. Condition (that continues to apply) of a development authorisation granted under the <i>Development Act 1993</i> .		Name of relevant authority that granted authorisation: Date of authorisation: Conditions of authorisation:	
8. Enforcement notice under section 84, or enforcement order under section 85(6), 85(10) or 106, of the <i>Development Act 1993</i> .		In the case of a notice under section 84— Name of the relevant authority giving notice: Date notice given: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any): \$	In the case of an order under section 85(6), 85 (10) or 106— Name of court that made order: Action number: Names of parties: Date order made: Terms of order: Building work (if any) required to be carried out:
9. Land management agreement under section 57 of the <i>Development Act 1993</i> .		Date of agreement: Names of parties: Terms of agreement:	

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Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
10. Requirement under section 50(1), or agreement under section 50(2), of the <i>Development Act 1993</i> to vest land in a council or the Crown to be held as open space.		In the case of a requirement under section 50(1)— Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any): \$ In the case of an agreement under section 50(2)— Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any): \$
11. Provisional registration under section 17, or registration under section 18, of the <i>Heritage Act 1993</i> .		Description of place registered: Has the place been designated as a place of geological or palaeontological significance or archaeological significance? *YES/NO If yes, give details:
12. Stop order under section 30 of the <i>Heritage Act 1993</i> .		Date of order: Terms of order:
13. Restoration order under section 37 of the <i>Heritage Act 1993</i> .		Date of order: Terms of order: Building work (if any) required to be carried out:
14. "No development" order under section 38 of the <i>Heritage Act 1993</i> .		Date of order: Terms of order:
15. Registration in central archives under section 9 of the <i>Aboriginal Heritage Act 1988</i> of an Aboriginal site or object on land.		Particulars supplied by the Office of Aboriginal Affairs for a purchaser:
16. Heritage agreement under the <i>Aboriginal Heritage Act 1988</i> , the <i>Heritage Act 1993</i> or the <i>Native Vegetation Act 1991</i> .		Description of property subject to agreement: Date of agreement: Names of parties: Terms of agreement:
17. Directions under section 24 of the <i>Aboriginal Heritage Act 1988</i> prohibiting or restricting access to, or activities on, a site or an area surrounding a site.		Date of notice: Site or area to which notice relates: Directions (as stated in notice):

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
18. Refusal to grant consent, or condition of a consent, under the <i>Native Vegetation Act 1991</i> , to clear native vegetation.		Date of refusal or grant of consent: If consent given, conditions (if any) of the consent:
19. Restriction on building work under the <i>Metropolitan Adelaide Road Widening Plan Act 1972</i> .		Does the restriction apply to all of the land? *YES/NO (If NO, give details about the part of the land to which the restriction applies):
20. Declaration made under Part IIA of the <i>Highways Act 1926</i> as to access from any road abutting the land.		Date of declaration: Description of boundary of land affected:
21. Mining tenement under the <i>Mining Act 1971</i> (other than an exploration licence).		Type of tenement: Terms of tenement: Conditions (if any) the tenement is subject to:
22. Proclamation with respect to a private mine under section 19 of the <i>Mining Act 1971</i> .		Date of proclamation:
23. Notice, order, declaration, charge, claim or demand given or made under the <i>Local Government Act 1934</i> .		Name of council by which, or person by whom, notice, order etc. is given or made: Date of notice, order etc.: Land subject thereto: Nature of requirements contained in notice, order etc.: Amount payable (if any): \$
24. Emergency order under section 69 of the <i>Development Act 1993</i> .		Name of authorised officer who made order: Name of authority that appointed the authorised officer: Date of order: Nature of order: Amount payable (if any): \$
25. Fire safety notice under section 71 of the <i>Development Act 1993</i> .		Name of authority giving notice: Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): \$

Land and Business (Sale and Conveyancing) Regulations 1995

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
26. Order under section 55 of the <i>Development Act 1993</i> to remove work or notice or order under 56 of that Act to complete development.		<p>In the case of an order under section 55— Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any): \$</p> <p>In the case of a notice or order under section 56— Date of notice or order: Requirements of notice or terms of order: Building work (if any) required to be carried out: Amount payable (if any) \$</p>
27. Proceedings under Division 2 of Part 11 of the <i>Development Act 1993</i> .		Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
28. Notice under section 666b of the <i>Local Government Act 1934</i> .		Name of council: Date of notice: Requirements of notice: Time for carrying out requirements:
29. Notice or declaration under the <i>Housing Improvement Act 1940</i> .		Those particulars required to be provided by— (a) the housing authority on a statement under section 60: (b) a council under section 23:
30. Notice under the <i>Health Act 1935</i> .		Person or body giving notice: Date of notice: Requirements contained in notice:
31. Direction under section 36 of the <i>Public and Environmental Health Act 1987</i> .		Date direction given: Name of authority giving direction: Nature of direction:
32. Direction under section 28(5) of the <i>Food Act 1985</i> prohibiting the use of unclean or insanitary premises for the manufacture, transportation, storage or handling of food for sale.		Date direction given: Name of council or other authority giving direction: Requirements of direction:
33. Notice under section 40 of the <i>Country Fires Act 1989</i> .		Date of notice: Name of authority giving notice: Requirements of notice (as stated therein):

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
34. Notice under section 48 or 58 of the <i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986</i> for the destruction or control of animals or plants.		Date of notice: Name of person giving notice: Description of area of land to which the notice applies (as stated therein): Requirements of notice (as stated therein): Time for compliance with notice: Amount payable (if any): \$ Time within which payable (as stated in the notice):
35. Notice under section 53 of the <i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986</i> prohibiting the transportation or movement of any animal, plant soil or other thing.		Date of notice: Nature of prohibition (as stated in the notice):
36. Notice under section 60 of the <i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986</i> for costs of destruction or control of plants on road reserve.		Date of notice: Name of control board giving notice: Amount payable (as stated in the notice): \$
37. Notice under section 14, or order under section 15, of the <i>Fruit and Plant Protection Act 1992</i> .		Date of notice or order: Date of <i>Gazette</i> in which notice published (if applicable): Nature of requirement, restriction or prohibition:
38. Notice under section 24(8) of the <i>Agricultural Chemicals Act 1955</i> .		Person or body giving notice: Date notice given: Requirements of notice (as stated therein):
39. Notice, order or demand for payment of sewerage rates, other amounts payable or other requirements made under the <i>Sewerage Act 1929</i> .		Date of notice, order or demand: Amount payable (as stated in the notice): \$ Nature of requirement made:
40. Notice, order or demand for payment of water rates, other amounts payable or other requirements made under the <i>Waterworks Act 1932</i> .		Date of notice, order or demand: Amount payable (as stated in the notice): \$ Nature of requirement made:
41. Notice, order or demand for payment of land tax.		Date of notice, order or demand: Amount payable (as stated in the notice): \$

Land and Business (Sale and Conveyancing) Regulations 1995

<p>Column 1</p> <p><i>Prescribed encumbrance</i></p> <p>(If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)</p>	<p>Column 2</p> <p><i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i></p> <p>(Answer by writing "YES" or "NO" in this column)</p>	<p>Column 3</p> <p><i>Other particulars required</i></p> <p>(Where a YES or NO answer is required, strike out the incorrect alternative)</p>
<p>42. Notice under section 5 of the <i>Crown Rates and Taxes Recovery Act 1945</i>.</p>		<p>Date of notice: Land in respect of which Crown rates and taxes are owing: Amount owing (as stated in the notice): \$</p>
<p>43. Caveat.</p>		<p>Name and address of caveator: Particulars of interest claimed:</p>
<p>44. Lien or notice of a lien.</p>		<p>Land or other property subject to lien: Nature of lien: Name and address of person who has imposed lien or given notice of it:</p>
<p>45. Notice of <i>intention</i> to acquire under section 10 of the <i>Land Acquisition Act 1969</i>.</p>		<p>Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):</p>
<p>46. Notice under section 5 of the <i>Fences Act 1975</i>.</p>		<p>Date of notice: Name and address of person to whom notice was given or from whom notice was received: Particulars of relevant boundary: Kind of fence proposed to be constructed or nature of work proposed to be done to existing fence: Cost or estimated cost of fence or work (as stated in the notice): \$ Amount sought by proponent from adjoining owner (as stated in the notice): \$ If there is a cross-notice under section 6, give details of— (a) the proposals objected to: (b) the counter-proposals:</p>
<p>47. Notice of <i>intention</i> under section 60 of the <i>Development Act 1993</i>, by a building owner.</p>		<p>Date of notice: Building work proposed (as stated in the notice): Other building work as required pursuant to the Act:</p>
<p>48. Charge of any kind affecting the land (not already included in items 1 to 47).</p>		<p>Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known): \$</p>

Division 2
(Section 7(1)(b))

****PARTICULARS OF TRANSACTIONS IN LAST 12 MONTHS**

Note: If the vendor obtained title to the land within 12 months before the date of the contract of sale, the vendor must provide the following particulars of all transactions involving transfer of title to the land occurring within that period.

The following information must be given for each transaction.

1. The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:

Names	Addresses
.....
.....

2. The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or a part of a contract relating to the transaction:

.....
.....

3. Particulars of the consideration for which the land was transferred in pursuance of the transaction:

.....

****PARTICULARS RELATING TO A COMMUNITY LOT (INCLUDING A STRATA LOT)**

- 1.** Name of community corporation
- Address of community corporation

* **2.** (1) The following particulars relating to the community lot have been supplied by the community corporation:

(a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):

.....
.....
.....

(b) particulars of the assets and liabilities of the community corporation:

.....
.....
.....

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:

.....
.....
.....

(2) The following documents that have been supplied by the community corporation are enclosed:

(a) a copy of the minutes of the general meetings of the community corporation and management committee ***for the two years preceding this statement/since the deposit of the community plan; (***)Strike out whichever is the greater period)

(b) a copy of the statement of accounts of the community corporation last prepared;

(c) a copy of current policies of insurance taken out by the community corporation.

OR

Land and Business (Sale and Conveyancing) Regulations 1995

* **2.** A written application was sent or given to the community corporation on / /19.... for the above particulars and documents but they had not been provided by the date of this statement.

3. The following particulars (being particulars that were not provided by the community corporation) are known:

.....
.....
.....

4. Further inquiries may be made to the Secretary of the community corporation or the appointed community scheme manager

Name
Address

Note: All owners of a community lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.

The community corporation is obliged on application by a member or on behalf of the owner or mortgagee of a lot, or by or on behalf of a prospective purchaser or mortgagee of a lot, to furnish the particulars and provide copies of the documents set out above. The community corporation is also required to make available for inspection at a reasonable time—

- (i) a copy of its accounting records; and
- (ii) its minute books; and
- (iii) the duplicate certificate of title for the common property; and
- (iv) a copy of all plans, drawings, specifications and reports in the possession of the community corporation relating to the design and construction of buildings and building improvements on the community parcel; and
- (v) a copy of any other notice, order or document in the possession of the community corporation relating to the community scheme of which the community corporation needs to know in order to carry out its statutory functions.

—————
****PARTICULARS RELATING TO A DEVELOPMENT LOT**

1. Name of community corporation
Address of community corporation

* **2. (1)** The following particulars have been supplied by the community corporation:

(a) particulars of the assets and liabilities of the community corporation:
.....
.....
.....

(b) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
.....
.....
.....

(c) particulars of the scheme description relating to the development lot and particulars of the obligations of the owner of the development lot under the development contract

(2) The following documents that have been supplied by the community corporation are enclosed:

- (a) the scheme description and the development contract;
- (b) a copy of the minutes of the general meetings of the community corporation and management committee ***for the two years preceding this statement/since the deposit of the community plan; (***)Strike out whichever is the greater period)
- (c) a copy of the statement of accounts of the community corporation last prepared;
- (d) a copy of current policies of insurance taken out by the community corporation.

OR

* 2. A written application was sent or given to the community corporation on / /19.... for the above particulars and documents but they had not been provided by the date of this statement.

3. The following particulars (being particulars that were not provided by the community corporation) are known:

.....
.....
.....

4. Further inquiries may be made to the Secretary of the community corporation or the appointed community scheme manager

Name
Address

Note: All owners of a development lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.

The community corporation is obliged on application by or on behalf of the owner or mortgagee of a development lot, or by or on behalf of a prospective purchaser or mortgagee of a development lot, to furnish the particulars set out above. The community corporation is also required to make available for inspection at a reasonable time—

- (i) a copy of its accounting records; and
- (ii) its minute books; and
- (iii) the duplicate certificate of title for the common property; and
- (iv) a copy of all plans, drawings, specifications and reports in the possession of the community corporation relating to the design and construction of buildings and building improvements on the community parcel; and
- (v) a copy of any other notice, order or document in the possession of the community corporation relating to the community scheme of which the community corporation needs to know in order to carry out its statutory functions.

Land and Business (Sale and Conveyancing) Regulations 1995

****PARTICULARS OF BUILDING INDEMNITY INSURANCE**

- Note:** Building indemnity insurance is not required for—
- (a) domestic building work for which approval under the *Building Act 1971* or a development authorisation under the *Development Act 1993* was not required; or
 - (b) minor domestic building work (see section 4 of the *Builders Licensing Act 1986*); or
 - (c) domestic building work commenced before 1 May 1987.

Name(s) of person(s) insured

Name of insurer

Limitations on the liability of the insurer

Name of builder

Builder's licence number

Date of issue of insurance

Description of insured building work

.....

****PARTICULARS RELATING TO A STRATA UNIT**

- 1. Name of strata corporation
 - Address of strata corporation
- * 2. (1) The following particulars relating to the strata unit have been supplied by the strata corporation:
- (a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):
 -
 -
 -
 - (b) particulars of the assets and liabilities of the strata corporation:
 -
 -
 -
 - (c) particulars of expenditure that the strata corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:
 -
 -
 -
- (2) The following documents that have been supplied by the strata corporation are enclosed:
- (a) a copy of the minutes of the general meetings of the strata corporation and management committee ***for the two years preceding this statement/since the deposit of the strata plan; (***)Strike out whichever is the greater period)
 - (b) a copy of the statement of accounts of the strata corporation last prepared;
 - (c) a copy of the articles of association of the strata corporation for the time being;
 - (d) a copy of current policies of insurance taken out by the strata corporation.

OR

- * 2. A written application was sent or given to the strata corporation on / /19.. for the above particulars and documents but they had not been provided by the date of this statement.
3. The following particulars (being particulars that were not provided by the strata corporation) are known:
-
-
-

4. Further inquiries may be made to the Secretary of the strata corporation or the appointed strata manager.

Name
Address

Note: All owners of a strata unit are bound by the articles of association of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.

The strata corporation is obliged on application by a member or on behalf of the owner or mortgagee of a unit, or by or on behalf of a prospective purchaser or mortgagee of a unit, to furnish the particulars and provide copies of the documents set out above. The strata corporation is also required to make available for inspection at a reasonable time—

- (i) a copy of its accounting records; and
(ii) its minute books; and
(iii) the duplicate certificate of title for the common property; and
(iv) a copy of all plans, drawings, specifications and reports in the possession of the strata corporation relating to the design and construction of buildings and building improvements on the site; and
(v) a copy of any other notice, order or document in the possession of the strata corporation relating to the strata scheme of which the strata corporation needs to know in order to carry out its statutory functions.

**PARTICULARS RELATING TO ASBESTOS IN BUILDINGS ON THE LAND

Note: "asbestos" means asbestos as defined in the Occupational Health, Safety and Welfare Regulations 1995.

Is there a building on the land (other than a private residence) where material that consists of or contains asbestos is installed?

*YES/NO

If YES—

- (a) is there a register of the type, condition and location of the asbestos?
*YES/NO
(b) have policies and procedures been established to control the asbestos and prevent or minimise the exposure of any person to airborne asbestos fibres?
*YES/NO
If YES, give details
(c) is any asbestos to be removed before settlement?
*YES/NO
If YES, give details

**PARTICULARS RELATING TO COURT OR TRIBUNAL PROCESS

Note: If process has issued out of any court or tribunal in relation to a claim—

- (a) that is stated to affect the land or the value of which is \$5 000 or more; and
(b) that presently affects (or may prospectively affect) title to, or the possession or enjoyment of, the land,
the vendor must provide the following particulars:

1. Name of court or tribunal:

2. Names of parties:

.....

Land and Business (Sale and Conveyancing) Regulations 1995

- 3. Nature of claim:
-
- 4. Amount of claim (if applicable): \$
- 5. Amount of judgment (if applicable): \$
- 6. Name of judgment creditor (if applicable):

****PARTICULARS OF WATER ALLOCATION FOR IRRIGATION PURPOSES**

Land in an irrigation district under the *Irrigation Act 1994

1. If the land forms part of an irrigation district constituted by or under the *Irrigation Act 1994*—

- (a) specify the amount of the water allocation in respect of the land under that Act:
- (b) is there an existing agreement to transfer the whole or part of the water allocation from the land or to purchase an additional allocation for the benefit of the land?
*YES/NO.
If YES, attach a copy of the agreement.
- (c) has the irrigation authority given notice under section 47(2) of that Act of a proposal to exclude the land from the irrigation district?
*YES/NO.
If YES, attach a copy of the notice.
- (d) has the irrigation authority given notice under section 54 of that Act?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the requirements of the notice
 - (iii) the amount (if any) payable under section 54(7) of that Act: \$

***Land in the Renmark Irrigation District**

2. If the land is situated within the Renmark Irrigation District—

- (a) specify the amount of the water allocation in respect of the land:
- (b) set out any terms and conditions to which the supply of water is subject:
.....
- (c) has the Renmark Irrigation Trust given notice under section 65d of the *Renmark Irrigation Trust Act 1936* or regulation 33 of the *Renmark Irrigation Trust Regulations 1994*?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the requirements of the notice
 - (iii) the amount (if any) payable under section 65d(3)(b) or regulation 33: \$

***Land not within any kind of irrigation district**

3. (1) If the land is neither part of an irrigation district constituted by or under the *Irrigation Act 1994* nor situated within the Renmark Irrigation District, is there an existing agreement under section 37 of that Act for the supply of water to the land?
*YES/NO.

* (2) If YES and the agreement is a notional agreement by virtue of clause 5 of schedule 2 of that Act—

- (a) has the irrigation authority given notice under that clause of termination of the agreement?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the date of termination of the agreement

- (b) is there an existing agreement to transfer the whole or part of the water allocation applying in respect of the land?
*YES/NO.
If YES, attach a copy of the agreement;
- (c) has the irrigation authority given notice under section 54 of that Act?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the requirements of the notice
 - (iii) the amount (if any) payable under section 54(7) of that Act: \$

Note: A notional agreement for the supply of water exists under clause 5 of schedule 2 of the *Irrigation Act 1994* if—

- (a) immediately before 1 July 1994 a water allocation applied in respect of land under any of the following Acts: *Irrigation Act 1930*, *The Irrigation on Private Property Act 1939*, *The Lower River Broughton Irrigation Trust Act 1938*, *The Kingsland Irrigation Company Act 1922*, *The Pyap Irrigation Trust Act 1923* or *The Ramco Heights Irrigation Act 1963*; and
- (b) water was supplied to the land under an Act referred to in paragraph (a) during the rating period occurring immediately before 1 July 1994; and
- (c) the land is not used to carry on the business of primary production; and
- (d) the land is not land to which a water allocation applies under the *Irrigation Act 1994*.

* (2) If YES and the agreement is not a notional agreement—

- (a) attach a copy of the agreement;
- (b) does the agreement continue for the benefit of successive occupiers of the land?
*YES/NO.
- (c) has the irrigation authority given notice under section 54 of that Act?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the requirements of the notice
 - (iii) the amount (if any) payable under section 54(7) of that Act: \$

**PARTICULARS RELATING TO ENVIRONMENT PROTECTION

Note: "prescribed activity of environmental significance" means an activity specified in schedule 1 of the *Environment Protection Act 1993*;

"schedule 1", in relation to the *Environment Protection Act 1993*, means schedule 1 of that Act as amended from time to time by Act or regulation.

* * * * *

For the purposes of question 1, an activity is not to be taken to be carried on on land where the land is used solely as a depot from which a waste transport business or similar mobile activity is undertaken.

Environmental authorisations

- 1. (1) Is a prescribed activity of environmental significance being carried on
*on the land being sold/as part of the business being sold?
*YES/NO.
- (2) If YES, Is there an environmental authorisation in force under Part 6 of the *Environment Protection Act 1993* in the form of a works approval or licence in relation to an activity carried on
*on the land being sold/as part of the business being sold?
*YES/NO.

Land and Business (Sale and Conveyancing) Regulations 1995

(3) Is there an environmental authorisation in force under Part 6 of the *Environment Protection Act 1993* in the form of an exemption in relation to an activity carried on

*on the land being sold/as part of the business being sold (other than an exemption for the purposes of Division 3 of Part 8 of that Act)?

*YES/NO.

If YES to (2) or (3)—

(a) Attach a copy of the authorisation;

(b) Give the following details relating to the authorisation:

Name of holder(s):

Date of expiry:

Note: The transfer of an authorisation is subject to the conditions of the authorisation and the approval of the Environment Protection Authority.

(c) Has notice of any proposed variation of conditions of the authorisation been given under section 46(1)(a) or (b) of the *Environment Protection Act 1993*?

*YES/NO.

(d) has the authorisation been suspended?

*YES/NO.

If NO, has notice of a proposed suspension or cancellation of the authorisation been given under section 55(4) of the *Environment Protection Act 1993*?

*YES/NO.

(4) Does the Environment Protection Authority have any record of an activity having been carried on on the land pursuant to a licence (no longer in force) under the *Environment Protection Act 1993*?

*YES/NO.

Voluntary environment improvement programmes

2. Is there an environment improvement programme under Part 6 of the *Environment Protection Act 1993* in relation to the *land/business being sold (other than one that is required to be carried out by condition of an environmental authorisation)?

*YES/NO.

If YES, attach a copy of the programme.

Voluntary environmental audit programmes

3. Is there a voluntary environmental audit programme under section 58 of the *Environment Protection Act 1993* in relation to the *land/business being sold?

*YES/NO.

If YES, attach a copy of the programme.

Environment performance agreements

4. (1) Is there an environment performance agreement in force under section 59 of the *Environment Protection Act 1993* in relation to the *land/business being sold?

*YES/NO.

(2) If YES—

(a) give the following details of the agreement:

Names of parties:

Date of agreement:

(b) a copy of the agreement *is/is not attached.

Environment protection orders

5. Is there an environment protection order in force under section 93 of the *Environment Protection Act 1993* in relation to the *land/business being sold?

*YES/NO.

If YES and the order is in writing attach a copy of the order.

If YES and the order is verbal, give the following details of the order:

Name of person to whom

the order was issued:

Date of issue:

Requirements of order:

Clean up-orders

6. (1) Is there a clean-up order in force under section 99 of the *Environment Protection Act 1993* affecting the *land/business being sold?

*YES/NO.

If YES and the order is in writing attach a copy of the order.

If YES and the order is verbal, give the following details of the order:

Name of person to whom

the order was issued:

Date of issue:

Requirements of order:

Clean-up authorisations

7. Is there a clean-up authorisation in force under section 100 of the *Environment Protection Act 1993* affecting the *land/business being sold?

*YES/NO.

If YES attach a copy of the authorisation.

Court orders

8. Is there an order in force made by a court under the *Environment Protection Act 1993* in relation to the *land/business being sold?

*YES/NO.

If YES, attach a copy of the order.

* * * * *

Waste depots

10. (1) Has a licence to operate a depot on the land ever been issued under the repealed *South Australian Waste Management Commission Act 1979*?

*YES/NO.

(2) Has a licence to operate a waste depot on the land ever been issued under the repealed *Waste Management Act 1987*?

*YES/NO.

Production of certain waste

11. (1) Has a licence to produce waste of a prescribed kind on the land ever been issued under the repealed *South Australian Waste Management Commission Act 1979*?

*YES/NO.

(2) Has a licence to produce prescribed waste on the land ever been issued under the repealed *Waste Management Act 1987*?

*YES/NO.

**PARTICULARS RELATING TO THE STOCK ACT 1990

***Sale of land**

1. (1) Has any proclamation under section 14(2) or 25(2) of the *Stock Act 1990* been made that affects, presently or prospectively, enjoyment of the land?

*YES/NO

If YES, give details of the following:

Date of proclamation:

Terms of proclamation:

(2) Has any order under section 21(2) (b) to (j) (inclusive), (l) or (n) of the *Stock Act 1990* been issued to the vendor in relation to the land, any building on the land or the use of the land?

*YES/NO

If YES, give details of the following:

Date of order:

Terms of order:

Land and Business (Sale and Conveyancing) Regulations 1995

***Sale of a small business**

2. Has any proclamation or order been issued under the *Stock Act 1990* in relation to any stock, stock equipment, stock products or other property (other than land or any building on the land) included in the sale?

*YES/NO

If YES, give details of the following:

Date of proclamation or order:

Terms of proclamation or order:

Form 2

STATEMENT UNDER SECTION 8
(Land and Business (Sale and Conveyancing) Act 1994)

TO THE PURCHASER:

The purpose of a statement under section 8 of the Land and Business (Sale and Conveyancing) Act 1994 is to put you on notice of certain particulars concerning the business to be acquired and any land to be acquired as part of that business.

If you intend to carry out building work on the land, change the use of the land or divide the land, you should make further inquiries to determine whether this will be permitted. For example, building work may not be permitted on land not connected to a sewerage system or common drainage scheme if the land is near a watercourse, dam, bore or the River Murray and Lakes.

The Aboriginal Heritage Act 1988 protects any Aboriginal site or object on the land. Details of any such site or object may be sought from the "traditional owners" as defined in that Act.

If you desire additional information, it is up to you to make further inquiries as appropriate.

Instructions to the vendor for completing this statement:

Unless specifically stated otherwise—

— a single asterisk * means strike out the item if it is not applicable or, if 2 or more items follow the asterisk, strike out any items that are not applicable.

— a double asterisk ** means strike out the whole part if it is not applicable.

If there is insufficient space to provide any particulars required, continue on attachments.

The particulars set out under the headings "Particulars relating to environment protection" and "Particulars relating to the Stock Act 1990" in Schedule 2 Division 2 must be included if the matters set out under those headings affect, presently or prospectively, the business the subject of the sale, regardless of whether land is sold under the contract for sale of the business. If land is sold under the contract, the particulars must be included in relation to both the land and the business the subject of the sale.

Contents:

This statement contains the following:

PART A—THE PARTIES AND THE BUSINESS

PART B—COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

PART C—STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

PART D—CERTIFICATE OF QUALIFIED ACCOUNTANT WITH RESPECT TO TRADING STATEMENT

*PART E—CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

SCHEDULE 1

*SCHEDULE 2

PART A—THE PARTIES AND THE BUSINESS

- Purchaser
Address
Vendor
Address
*Vendor's registered agent
*Address
*Purchaser's registered agent
*Address
Date of contract (if made before this statement is served)
Description of the business
Address where the business is carried on
*Description of the land
(Identify the land including any certificate of title reference)

Land and Business (Sale and Conveyancing) Regulations 1995

PART B—COOLING-OFF RIGHTS AND PROCEEDING WITH THE PURCHASE

TO THE PURCHASER:

RIGHT TO COOL-OFF
(Section 5)

Restrictions on the right to cool-off

You may notify the vendor of your intention not to be bound by the contract for the sale of business UNLESS—

- (a) this form has been served on you not less than 5 clear business days before the making of the contract; or
- (b) you have, before signing the contract received independent legal advice from a legal practitioner and the legal practitioner has signed a certificate in the prescribed form as to the giving of that advice; or
- (c) you purchased by auction; or
- (d) you purchased on the same day as you, or some person on your behalf, bid at the auction of the business; or
- (e) the sale is by tender and the contract is made not less than five clear business days after the day fixed for the closing of tenders and not less than 5 clear business days after service of this form; or
- (f) the contract is made by the exercise of an option to purchase the business not less than 5 clear business days after the grant of the option and not less than 5 clear business days after service of this form; or
- (g) the business is not a small business.

Time for service

The cooling-off notice must be served—

- (a) before the end of the fifth clear business day after the day on which this form is served on you; or
- (b) before settlement takes place,

whichever is the earlier.

Form

The cooling-off notice must be in writing and must be signed by you.

Methods of service

The cooling-off notice must be—

- (a) given to the vendor personally; or
- (b) given to the vendor’s agent personally at, or left for the agent (with a person apparently responsible to the agent) at, the following address:
.....
(being *the agent’s address for service/ an office nominated by the agent for the purpose of service of the notice); or
- (c) posted by certified mail to the vendor at the following address:
.....
(being the vendor’s last known address); or
- (d) transmitted by facsimile machine to the following facsimile machine number:

Note: If you intend to serve the cooling-off notice by leaving it for the vendor’s agent at the agent’s address for service or an office nominated by the agent, it is strongly recommended that you obtain an acknowledgment of service of the notice in writing—section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the notice on the purchaser.

Effect of service

If you serve such cooling-off notice on the vendor, the contract will be taken to have been rescinded at the time when the notice was served. You are then entitled to the return of any money you paid under the contract other than—

- (a) the amount of any deposit paid if the deposit did not exceed \$100;
- (b) an amount paid for an option to purchase the business.

BEFORE MAKING A DECISION

Cooling-off is a serious step and should not be taken lightly. You should consider the information set out in schedule 1 of this statement carefully. It is suggested that you seek independent professional advice before making a decision.

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase—

- (a) it is strongly recommended that you take steps to make sure that the business and your interest in the property are adequately insured against loss or damage;
- (b) pay particular attention to the provisions in the contract as to time of settlement—it is essential that the necessary arrangements are made to complete the purchase by the agreed date—if you do not do so, you may be in breach of the contract;
- (c) you are entitled to retain the solicitor or registered conveyancer of your choice.

PART C—STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
(Section 8(1))

TO THE PURCHASER:

*I/We
(name)

of
(address)

being the *vendor(s)/person authorised by the vendor(s) to sign this statement state—

- (a) that the particulars set out in schedule 1—
 - (i) are correct; and
 - (ii) are the particulars in relation to the business required to be given to you pursuant to section 8(1)(b) of the *Land and Business (Sale and Conveyancing) Act 1994* ("the Act"); and

* (b) that the sale of the business involves the sale of land and that schedule 2 contains all particulars required to be given to you pursuant to section 7(1) of the Act.

Date Signed

Land and Business (Sale and Conveyancing) Regulations 1995

PART D—CERTIFICATE OF QUALIFIED ACCOUNTANT WITH RESPECT TO TRADING STATEMENT
(Section 8(2))

TO THE PURCHASER:

I,
(name)
*for
(name of business that the accountant represents)
of
(address)
being a member of
(professional accounting body)
and a qualified accountant, certify—

- (a) that *I have/a person acting on my behalf has/ examined the records and accounts of the business for each of the financial years recorded on the trading statement in Division 1 of schedule 1; and
- * (b) that—
 - (i) in my opinion, the trading statement fairly and accurately represents the financial operations of the business; and
 - (ii) I am not aware of any circumstances that would render any particulars included in the trading statement inaccurate or misleading.

OR
* (b) that—
* (i) in my opinion, the trading statement fairly and accurately represents the financial operations of the business, subject to the following qualifications:
.....
.....
.....

OR
*in my opinion, the trading statement may not fairly and accurately represent the financial operations of the business because:
.....
.....
.....

(Provide clarification on individual items contained in Division 1 of schedule 1 or general comments on the information contained in the records and accounts of the business, e.g. comments on the state of the records or accounts, the basis for deriving results, highlight and comment on included estimates, etc. If space is insufficient, continue on attachments.);
and

- (ii) I am not aware of any other circumstances that would render any particulars included in the trading statement inaccurate or misleading.

Date Signed

Note: This certificate must be signed by the accountant *personally* and cannot be signed by the vendor even if he or she is a qualified accountant.

****PART E—CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
(Section 9)**

TO THE PURCHASER:

I,
certify *that the responses

*that, subject to the exceptions stated below
the responses to the inquiries made pursuant to section 9 of the *Land and Business (Sale and Conveyancing)
Act 1994* confirm the completeness and accuracy of the particulars set out in schedule 2.

Exceptions:
.....
.....
.....

Date Signed

*Vendor's/Purchaser's agent

*Person acting on behalf of *Vendor's/Purchaser's agent

Land and Business (Sale and Conveyancing) Regulations 1995

SCHEDULE 1
PRESCRIBED PARTICULARS RELATING TO THE BUSINESS
(Section 8(1)(b))

Division 1

Note: "financial year" means the year in respect of which the accounts of the business are made up. If by reason of any alteration of the date on which the financial year of the business terminates, the accounts have been made up for a period greater or less than one year, that period may be regarded as a financial year;

- if the vendor has carried on the business for less than 3 financial years, this statement must be completed for the period commencing on the day that the vendor commenced to carry on the business and ending immediately prior to the first day of the following financial year, and thereafter for each successive financial year;
- if the vendor has carried on the business for a period in which the financial year does not terminate, this statement applies to the period from the day on which the vendor commenced to carry on the business to the date specified in this schedule.

Summary

Name of vendor

Location of business

Date vendor commenced in the business 19..

Land and Business (Sale and Conveyancing) Regulations 1995

Financial Year or Period	Average Weekly Sales	Gross Income Per Annum/Week	Overhead Costs Per Annum/Week	Net Profit Per Annum/Week	Normal Daily Trading Hours From: To:
	\$	\$	\$	\$	
Commencing on:19..					S M T W
Ending on:19..					T F S
Commencing on:19..					S M T W
Ending on:19..					T F S
Commencing on:19..					S M T W
Ending on:19..					T F S

Plant and Equipment

Depreciated value of plant and equipment as at the end of the last financial year \$

(Note: a depreciation schedule *must* be attached)

Land and Business (Sale and Conveyancing) Regulations 1995

TRADING STATEMENT FOR LAST 3 FINANCIAL YEARS

	Period	Period	Period
191919
	to.....	to.....	to.....
Gross Takings (Sales)	\$		
<i>Less:</i> Costs of good sold	\$		
Opening stock	\$		
Plus, purchases	\$		
Less, closing stock	\$		
Profit from Sales	\$		
(Profit from sales as a percentage of gross takings		%)	
<i>Add:</i> Other income received:			
Fees	\$		
Commissions	\$		
Other (specify)	\$		
.....	\$		
.....	\$		
GROSS INCOME	\$		
<i>Less:</i> Advertising	\$		
Accounting fees	\$		
Bad debts	\$		
Bank charges (excluding interest	\$		
Cleaning and laundry	\$		
Depreciation	\$		
Directors' fees	\$		
Equipment hire	\$		
Insurance	\$		
Leasing or rental purchase of:			
— equipment/plant	\$		
— motor vehicles	\$		
Licences, trade subscriptions	\$		
Light and power	\$		
Motor vehicles expenses	\$		
Rates and taxes	\$		
Rent	\$		
Repairs and maintenance	\$		
Stamps (for resale)	\$		
Stationery and postage	\$		
Superannuation employer contributions:			
— award/productivity superannuation	\$		
— Commonwealth superannuation guarantee charge/levy	\$		
— employer superannuation scheme	\$		
Telephone	\$		

Land and Business (Sale and Conveyancing) Regulations 1995

	Period	Period	Period
191919
	to.....	to.....	to.....

Training:			
— expenses (other than by way of wages or salary paid to employee)	\$		
— Commonwealth training guarantee charge/levy	\$		
Wages and salaries	\$		
WorkCover levy	\$		
Wrappings	\$		
Sundries	\$		
Other expenses (specify)	\$		
.....	\$		
.....	\$		
Trading Profit	\$		
<i>Add:</i> Personal expenses of owner (i.e. drawings) where included above.			
Goods taken for own use	\$		
Private expenses/cash	\$		
(Proprietor's) wages	\$		
NET PROFIT	\$		
(Net profit before income tax as a percentage of gross income		%	

Land and Business (Sale and Conveyancing) Regulations 1995

SCHEDULE 1

Division 2

- 1. (1) The vendor has carried on the business for a period of...*years/months commencing on / /19..
- (2) The vendor has carried on the business at the present location for ...*years/months.
- (3) The name of the registered proprietor of the fee simple of the location at which the business is presently carried on is
- *The name of the person who granted to the vendor the lease or licence to occupy that location is

Note: If the purchaser is not acquiring the fee simple of the location at which the business is presently carried on, it is necessary for the purchaser to ensure that he or she has a right to occupy the location.

2. (1) The vendor's *lease/tenancy agreement/licence is—

(Mark one box only)

- Verbal
- In writing but not registered on the certificate of title
- Registered on the certificate of title

(2) The particulars of the vendor's *lease/tenancy agreement/licence are as follows:

- (a) date of current *lease/tenancy agreement/licence: / /19..;
- (b) term of current *lease/tenancy agreement/licence:
- (c) date of expiry of current *lease/tenancy agreement/licence: / /19..;
- (d) rates and taxes payable by *landlord/licensor
- (e) rates and taxes payable by *tenant/licensee
- (f) right of renewal for the following period
- (g) present rent \$ per
- (h) due date for next adjustment of rent: / /19..;
- (i) rent adjustment provisions for the term of the *lease/tenancy agreement/licence

(3) Have any written notices been given by the landlord or licensor to the vendor pursuant to the terms of the *lease/tenancy agreement/licence that have not been complied with? (mark box) YES NO

If YES, give details

(4) Is the vendor aware of any written notice served on the landlord or licensor, or any circumstance, that may prospectively have a significant adverse effect on the business? (mark box) YES NO

If YES, give details

3. (1) The following goods (including plant, equipment, fixtures, fittings and stock in trade) in which any person has a present or contingent interest (whether by virtue of a mortgage, charge, lease or otherwise) are included in the sale:

Description of goods	Nature of interest and date of grant or creation	Name and address of person entitled to that interest
.....
.....
.....

(2) The following goods may have been used by the vendor or may have been included in the vendor's books of account (including depreciation schedules) but are to be retained by the vendor and **not** sold to the purchaser of the business:

.....

.....

.....

4. Has any direction been given under section 28(5) of the Food Act 1985 prohibiting the use of unclean or insanitary equipment for the manufacture, transportation, storage or handling of food for sale? (mark box)

YES NO
[] []

If YES, specify—

Date direction given: / /19..

Name of council or other authority giving the direction:

Requirements of the direction:

5. Is any plant or equipment to be sold in relation to which an exemption under Division 3 of Part 8 ("Ozone Protection") of the Environment Protection Act 1993 is required? (mark box)

YES NO
[] []

If YES, give details

6. (1) Is any plant to be sold that contains, or has on it, any material that consists of or contains asbestos? (mark box)

YES NO
[] []

If YES—

(a) is there a register of the type, condition and location of the asbestos? (mark box) [] []

(b) have policies and procedures been established to control the asbestos and to prevent or minimise the exposure of any person to airborne asbestos fibres? (mark box) [] []

If YES, give details

(c) is any asbestos to be removed before settlement? (mark box) [] []

If YES, give details

(2) Is there any building (other than a private residence) used in the business where any material that consists of or contains asbestos is installed? (mark box) [] []

If YES—

(a) is there a register of the type, condition and location of the asbestos? (mark box) [] []

(b) have policies and procedures been established to control the asbestos and to prevent or minimise the exposure of any person to airborne asbestos fibres? (mark box) [] []

If YES, give details

(c) is any asbestos to be removed before settlement? (mark box) [] []

If YES, give details

Note: "asbestos" means asbestos as defined in the Occupational Health, Safety and Welfare Regulations 1995.

7. During the period between the end of the most recent financial year or period covered in the summary of Division 1 of schedule 1 and the date appearing in Part C of this statement—

(a) the business *was/was not satisfactorily maintained;

(b) no circumstances adversely affecting the business arose except the following:
..... ;

(c) the average weekly sales have been \$

(d) the daily hours of trading have been

8. During the period referred to in item 7, have any circumstances arisen or have any trading practices been adopted (including any substantial discounting of goods or services) that have affected—

YES NO
[] []

(a) the gross profit of the business in dollar terms? (mark box)

(b) the gross profit of the business in percentage terms? (mark box)

If the answer to either question is YES, give full particulars

.....
.....
.....

9. (1) †The asking price of the business (excluding stock and freehold interest in land (if any) being sold) is: \$

(2) The estimated value of stock to be acquired with the business is: \$

(3) The asking price for the business (including estimated value of stock but excluding price for land sold) is: \$

(†strike out this item if the sale is by auction)

Land and Business (Sale and Conveyancing) Regulations 1995

10. (1) Does the business operate as a— (mark one box only)

- Company
Sole trader
Partnership
Association, charitable or other organisation

- (2) Does the vendor work in the business?
(3) Does any other person work in the business?
(4) If the business operates as a partnership, are all of the other persons who work in the business partners in the business?
(5) Has the vendor ever been registered with WorkCover Corporation as an employer?
(6) Is a WorkCover Statement attached for each location of the business?

Notes:

- "WorkCover Statement" means the WorkCover Statement For Sale of a Business issued by the WorkCover Corporation in a form approved by the Corporation.
- The WorkCover Statement must be attached if any person is employed in the business.

TO THE PURCHASER:

- You must register with WorkCover Corporation as an employer within 14 days of commencing to employ workers otherwise significant penalties may be imposed.
- You should determine whether the vendor has any workers that are being paid workers compensation (particularly where their employment has been or is about to be terminated).

11. The following persons (including the vendor and members of the vendor's family whether or not remunerated) are engaged in the business in the following full-time and part-time positions on the days, for the hours and at the rates of pay set out below:

Table with 5 columns: *Position/functions (if any), Relationship to vendor, Days per week, Hours per ..., Rate of pay. Includes rows for \$... per ...

Where the days or hours worked, or the rate of pay, or both, cannot be described as required above, provide alternative details:

.....

(*If a person works in the business more than 20 hours per week, also provide the employee's name in the first column.)

12. Is there any current entitlement in excess of three working days in respect of any employee to—

- Long service leave?
Annual recreation leave?
Sick leave?
Other leave?
If YES, specify type of leave

13. The vendor's income tax return was lodged by—

Name:

Address:

Occupation:

the year of the last return being 19.. _____

Land and Business (Sale and Conveyancing) Regulations 1995

SCHEDULE 2

*Division 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED
ENCUMBRANCES AFFECTING THE LAND

(Section 7(1)(b))

Note: Strike out the heading "*Division 1" if Division 2 of schedule 2 is not required to be served.

- Section 7(3) of the Act provides that this statement need not include reference to charges arising from the imposition of rates or taxes less than 12 months before the date of service of this statement.
- All the particulars required by column 3 of the table below in relation to a mortgage, charge or prescribed encumbrance referred to in column 1 must be set out in column 3 unless—
 - (a) —
 - (i) all the required particulars are contained in a document; and
 - (ii) a copy of that document is attached to this statement; and
 - (iii) those parts of the document that contain the required particulars are identified in column 3; or
 - (b) the mortgage, charge or prescribed encumbrance—
 - (i) is item 1, 4, 44, 45 or 48 in the table; and
 - (ii) is registered on the certificate of title to the land; and
 - (iii) is to be discharged or satisfied prior to or at settlement.

TABLE OF PARTICULARS

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
1. Mortgage of land.		Number of mortgage (if registered): Name of mortgagee:
2. Easement.		Description of land subject to easement: Nature of easement: Are you aware of any encroachment on the easement? *YES/NO (If YES, give details): If there is an encroachment, has approval for the encroachment been given? *YES/NO (If YES, give details): (attach additional page(s) if more than one easement)
Note: "Easement" includes rights of way and party wall rights.		

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
3. Restrictive covenant.		Nature of restrictive covenant: Name of person in whose favour restrictive covenant operates: Does the restrictive covenant affect the whole of the land being acquired? *YES/NO (If NO, give details): Does the restrictive covenant affect land other than that being acquired? *YES/NO
4. Lease, agreement for lease, tenancy agreement or licence. (The information does not include information about any sublease or subtenancy. That information may be sought by the purchaser from the lessee or tenant or sublessee or subtenant.)		Names of parties: Period of lease, agreement for lease, etc: From to Amount of rent or licence fee: \$ per (period) Is the lease, agreement for lease, etc in writing? *YES/NO If the lease or licence was granted under an Act relating to the disposal of Crown lands, specify— (b) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty): \$
5. Condition (that continues to apply) of an approval or authorisation granted under any of the following repealed Acts: <i>Building Act 1971</i> <i>City of Adelaide Development Control Act 1976</i> <i>Planning and Development Act 1966</i> <i>Planning Act 1982.</i>		Nature of condition:

Land and Business (Sale and Conveyancing) Regulations 1995

<p>Column 1</p> <p><i>Prescribed encumbrance</i></p> <p>(If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)</p>	<p>Column 2</p> <p><i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i></p> <p>(Answer by writing "YES" or "NO" in this column)</p>	<p>Column 3</p> <p><i>Other particulars required</i></p> <p>(Where a YES or NO answer is required, strike out the incorrect alternative)</p>
<p>6. Development Plan under the <i>Development Act 1993</i>.</p>		<p>Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan):</p> <p>Is the land situated in a designated State Heritage Area?</p> <p>*YES/NO</p> <p>Is the land designated as a place of local heritage value?</p> <p>*YES/NO</p> <p>Has a council submitted a Plan Amendment Report to the Minister?</p> <p>*YES/NO</p> <p>If YES, state the name of the council:</p> <p>Has the Minister released for public consultation a Plan Amendment Report prepared by the Minister?</p> <p>*YES/NO</p>
<p>7. Condition (that continues to apply) of a development authorisation granted under the <i>Development Act 1993</i>.</p>		<p>Name of relevant authority that granted authorisation:</p> <p>Date of authorisation:</p> <p>Conditions of authorisation:</p>
<p>8. Enforcement notice under section 84, or enforcement order under section 85(6), 85(10) or 106, of the <i>Development Act 1993</i>.</p>		<p>In the case of a notice under section 84—</p> <p>Name of the relevant authority giving notice:</p> <p>Date notice given:</p> <p>Nature of directions contained in notice:</p> <p>Building work (if any) required to be carried out:</p> <p>Amount payable (if any): \$</p> <p>In the case of an order under section 85(6), 85 (10) or 106—</p> <p>Name of court that made order:</p> <p>Action number:</p> <p>Names of parties:</p> <p>Date order made:</p> <p>Terms of order:</p> <p>Building work (if any) required to be carried out:</p>
<p>9. Land management agreement under section 57 of the <i>Development Act 1993</i>.</p>		<p>Date of agreement:</p> <p>Names of parties:</p> <p>Terms of agreement:</p>

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
10. Requirement under section 50(1), or agreement under section 50(2), of the <i>Development Act 1993</i> to vest land in a council or the Crown to be held as open space.		<p>In the case of a requirement under section 50(1)— Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any): \$</p> <p>In the case of an agreement under section 50(2)— Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any): \$</p>
11. Provisional registration under section 17, or registration under section 18, of the <i>Heritage Act 1993</i> .		<p>Description of place registered: Has the place been designated as a place of geological or palaeontological significance or archaeological significance? *YES/NO If yes, give details:</p>
12. Stop order under section 30 of the <i>Heritage Act 1993</i> .		<p>Date of order: Terms of order:</p>
13. Restoration order under section 37 of the <i>Heritage Act 1993</i> .		<p>Date of order: Terms of order: Building work (if any) required to be carried out:</p>
14. "No development" order under section 38 of the <i>Heritage Act 1993</i> .		<p>Date of order: Terms of order:</p>
15. Registration in central archives under section 9 of the <i>Aboriginal Heritage Act 1988</i> of an Aboriginal site or object on land.		<p>Particulars supplied by the Office of Aboriginal Affairs for a purchaser:</p>
16. Heritage agreement under the <i>Aboriginal Heritage Act 1988</i> , the <i>Heritage Act 1993</i> or the <i>Native Vegetation Act 1991</i> .		<p>Description of property subject to agreement: Date of agreement: Names of parties: Terms of agreement:</p>
17. Directions under section 24 of the <i>Aboriginal Heritage Act 1988</i> prohibiting or restricting access to, or activities on, a site or an area surrounding a site.		<p>Date of notice: Site or area to which notice relates: Directions (as stated in notice):</p>

Land and Business (Sale and Conveyancing) Regulations 1995

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
18. Refusal to grant consent, or condition of a consent, under the <i>Native Vegetation Act 1991</i> , to clear native vegetation.		Date of refusal or grant of consent: If consent given, conditions (if any) of the consent:
19. Restriction on building work under the <i>Metropolitan Adelaide Road Widening Plan Act 1972</i> .		Does the restriction apply to all of the land? *YES/NO (If NO, give details about the part of the land to which the restriction applies):
20. Declaration made under Part IIA of the <i>Highways Act 1926</i> as to access from any road abutting the land.		Date of declaration: Description of boundary of land affected:
21. Mining tenement under the <i>Mining Act 1971</i> (other than an exploration licence).		Type of tenement: Terms of tenement: Conditions (if any) the tenement is subject to:
22. Proclamation with respect to a private mine under section 19 of the <i>Mining Act 1971</i> .		Date of proclamation:
23. Notice, order, declaration, charge, claim or demand given or made under the <i>Local Government Act 1934</i> .		Name of council by which, or person by whom, notice, order etc. is given or made: Date of notice, order etc.: Land subject thereto: Nature of requirements contained in notice, order etc.: Amount payable (if any): \$
24. Emergency order under section 69 of the <i>Development Act 1993</i> .		Name of authorised officer who made order: Name of authority that appointed the authorised officer: Date of order: Nature of order: Amount payable (if any): \$
25. Fire safety notice under section 71 of the <i>Development Act 1993</i> .		Name of authority giving notice: Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any): \$

Land and Business (Sale and Conveyancing) Regulations 1995

<p>Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)</p>	<p>Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)</p>	<p>Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)</p>
<p>26. Order under section 55 of the <i>Development Act 1993</i> to remove work or notice or order under 56 of that Act to complete development.</p>		<p>In the case of an order under section 55— Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any): \$</p> <p>In the case of a notice or order under section 56— Date of notice or order: Requirements of notice or terms of order: Building work (if any) required to be carried out: Amount payable (if any) \$</p>
<p>27. Proceedings under Division 2 of Part 11 of the <i>Development Act 1993</i>.</p>		<p>Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):</p>
<p>28. Notice under section 666b of the <i>Local Government Act 1934</i>.</p>		<p>Name of council: Date of notice: Requirements of notice: Time for carrying out requirements:</p>
<p>29. Notice or declaration under the <i>Housing Improvement Act 1940</i>.</p>		<p>Those particulars required to be provided by— (a) the housing authority on a statement under section 60: (b) a council under section 23:</p>
<p>30. Notice under the <i>Health Act 1935</i>.</p>		<p>Person or body giving notice: Date of notice: Requirements contained in notice:</p>
<p>31. Direction under section 36 of the <i>Public and Environmental Health Act 1987</i>.</p>		<p>Date direction given: Name of authority giving direction: Nature of direction:</p>
<p>32. Direction under section 28(5) of the <i>Food Act 1985</i> prohibiting the use of unclean or insanitary premises for the manufacture, transportation, storage or handling of food for sale.</p>		<p>Date direction given: Name of council or other authority giving direction: Requirements of direction:</p>
<p>33. Notice under section 40 of the <i>Country Fires Act 1989</i>.</p>		<p>Date of notice: Name of authority giving notice: Requirements of notice (as stated therein):</p>

Land and Business (Sale and Conveyancing) Regulations 1995

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
34. Notice under section 48 or 58 of the <i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986</i> for the destruction or control of animals or plants.		Date of notice: Name of person giving notice: Description of area of land to which the notice applies (as stated therein): Requirements of notice (as stated therein): Time for compliance with notice: Amount payable (if any): \$ Time within which payable (as stated in the notice):
35. Notice under section 53 of the <i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986</i> prohibiting the transportation or movement of any animal, plant soil or other thing.		Date of notice: Nature of prohibition (as stated in the notice):
36. Notice under section 60 of the <i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986</i> for costs of destruction or control of plants on road reserve.		Date of notice: Name of control board giving notice: Amount payable (as stated in the notice): \$
37. Notice under section 14, or order under section 15, of the <i>Fruit and Plant Protection Act 1992</i> .		Date of notice or order: Date of <i>Gazette</i> in which notice published (if applicable): Nature of requirement, restriction or prohibition:
38. Notice under section 24(8) of the <i>Agricultural Chemicals Act 1955</i> .		Person or body giving notice: Date notice given: Requirements of notice (as stated therein):
39. Notice, order or demand for payment of sewerage rates, other amounts payable or other requirements made under the <i>Sewerage Act 1929</i> .		Date of notice, order or demand: Amount payable (as stated in the notice): \$ Nature of requirement made:
40. Notice, order or demand for payment of water rates, other amounts payable or other requirements made under the <i>Waterworks Act 1932</i> .		Date of notice, order or demand: Amount payable (as stated in the notice): \$ Nature of requirement made:
41. Notice, order or demand for payment of land tax.		Date of notice, order or demand: Amount payable (as stated in the notice): \$

Column 1 <i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Column 2 <i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing "YES" or "NO" in this column)	Column 3 <i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)
42. Notice under section 5 of the <i>Crown Rates and Taxes Recovery Act 1945</i> .		Date of notice: Land in respect of which Crown rates and taxes are owing: Amount owing (as stated in the notice): \$
43. Caveat.		Name and address of caveator: Particulars of interest claimed:
44. Lien or notice of a lien.		Land or other property subject to lien: Nature of lien: Name and address of person who has imposed lien or given notice of it:
45. Notice of <i>intention</i> to acquire under section 10 of the <i>Land Acquisition Act 1969</i> .		Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):
46. Notice under section 5 of the <i>Fences Act 1975</i> .		Date of notice: Name and address of person to whom notice was given or from whom notice was received: Particulars of relevant boundary: Kind of fence proposed to be constructed or nature of work proposed to be done to existing fence: Cost or estimated cost of fence or work (as stated in the notice): \$ Amount sought by proponent from adjoining owner (as stated in the notice): \$ If there is a cross-notice under section 6, give details of— (a) the proposals objected to: (b) the counter-proposals:
47. Notice of <i>intention</i> under section 60 of the <i>Development Act 1993</i> , by a building owner.		Date of notice: Building work proposed (as stated in the notice): Other building work as required pursuant to the Act:
48. Charge of any kind affecting the land (not already included in items 1 to 47).		Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known): \$

Land and Business (Sale and Conveyancing) Regulations 1995

*Division 2

(Section 7(1)(b) and section 8(1)(b))

****PARTICULARS OF TRANSACTIONS IN LAST 12 MONTHS**

Note: If the vendor obtained title to the land within 12 months before the date of the contract of sale, the vendor must provide the following particulars of all transactions involving transfer of title to the land occurring within that period.

The following information must be given for each transaction.

1. The name and address of each party to the transaction and of each person in whom an interest vested as a result of the transaction:

Names	Addresses
.....
.....

2. The date and nature of each instrument registered on the certificate of title or, if no such instrument has been registered, the date and nature of each document forming the whole or a part of a contract relating to the transaction:

.....
.....

3. Particulars of the consideration for which the land was transferred in pursuance of the transaction:

.....

****PARTICULARS OF BUILDING INDEMNITY INSURANCE**

- Note:** Building indemnity insurance is not required for—
- (a) domestic building work for which approval under the *Building Act 1971* or a development authorisation under the *Development Act 1993* was not required; or
 - (b) minor domestic building work (see section 4 of the *Builders Licensing Act 1986*); or
 - (c) domestic building work commenced before 1 May 1987.

Name(s) of person(s) insured

Name of insurer

Limitations on the liability of the insurer

.....

Name of builder

Builder's licence number

Date of issue of insurance

Description of insured building work

.....

****PARTICULARS RELATING TO A COMMUNITY LOT (INCLUDING A STRATA LOT)**

- 1.** Name of community corporation
- Address of community corporation

* **2.** (1) The following particulars relating to the community lot have been supplied by the community corporation:

- (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
-
-
-

(b) particulars of the assets and liabilities of the community corporation:
.....
.....
.....

(c) particulars of expenditure that the community corporation has incurred, or has resolved to incur, and to which the owner of the lot must contribute, or is likely to be required to contribute:
.....
.....
.....

(2) The following documents that have been supplied by the community corporation are enclosed:

- (a) a copy of the minutes of the general meetings of the community corporation and management committee ***for the two years preceding this statement/since the deposit of the community plan; (***)Strike out whichever is the greater period)
- (b) a copy of the statement of accounts of the community corporation last prepared;
- (c) a copy of current policies of insurance taken out by the community corporation.

OR

* 2. A written application was sent or given to the community corporation on / /19... for the above particulars and documents but they had not been provided by the date of this statement.

3. The following particulars (being particulars that were not provided by the community corporation) are known:

.....
.....
.....

4. Further inquiries may be made to the Secretary of the community corporation or the appointed community scheme manager

Name
Address

Note: All owners of a community lot are bound by the by-laws of the community scheme. The by-laws regulate the rights and liabilities of owners of lots in relation to their lots and the common property and matters of common concern.

The community corporation is obliged on application by a member or on behalf of the owner or mortgagee of a lot, or by or on behalf of a prospective purchaser or mortgagee of a lot, to furnish the particulars and provide copies of the documents set out above. The community corporation is also required to make available for inspection at a reasonable time—

- (i) a copy of its accounting records; and
- (ii) its minute books; and
- (iii) the duplicate certificate of title for the common property; and
- (iv) a copy of all plans, drawings, specifications and reports in the possession of the community corporation relating to the design and construction of buildings and building improvements on the community parcel; and
- (v) a copy of any other notice, order or document in the possession of the community corporation relating to the community scheme of which the community corporation needs to know in order to carry out its statutory functions.

Land and Business (Sale and Conveyancing) Regulations 1995

****PARTICULARS RELATING TO A STRATA UNIT**

1. Name of strata corporation
Address of strata corporation

- * 2. (1) The following particulars relating to the strata unit have been supplied by the strata corporation:
 - (a) particulars of contributions payable in relation to the unit (including details of arrears of contributions related to the unit):
.....
.....
 - (b) particulars of the assets and liabilities of the corporation:
.....
.....
 - (c) particulars of expenditure that the corporation has incurred, or has resolved to incur, and to which the unit holder of the unit must contribute, or is likely to be required to contribute:
.....
.....
 - (2) The following documents that have been supplied by the strata corporation are enclosed:
 - (a) a copy of the minutes of the general meetings of the strata corporation and management committee ***for the two years preceding this statement/since the deposit of the strata plan; (***)Strike out whichever is the greater period)
 - (b) a copy of the statement of accounts of the strata corporation last prepared;
 - (c) a copy of the articles of association of the strata corporation for the time being;
 - (d) a copy of current policies of insurance taken out by the strata corporation.

OR

* 2. A written application was sent or given to the strata corporation on / /19.. for the above particulars and documents but they had not been provided by the date of this statement.

3. The following particulars (being particulars that were not provided by the strata corporation) are known:
.....
.....
.....

4. Further inquiries may be made to the Secretary of the strata corporation or the appointed strata manager.

Name
Address

Note: All owners of a strata unit are bound by the articles of association of the strata corporation. The articles regulate the rights and liabilities of owners of units in relation to their units and the common property and matters of common concern.

The strata corporation is obliged on application by a member or on behalf of the owner or mortgagee of a unit, or by or on behalf of a prospective purchaser or mortgagee of a unit 10 furnish the particulars and provide copies of the documents set out above. The strata corporation is also required to make available for inspection at a reasonable time—

- (i) a copy of its accounting records; and
- (ii) its minute books; and
- (iii) the duplicate certificate of title for the common property; and
- (iv) a copy of all plans, drawings, specifications and reports in the possession of the strata corporation relating to the design and construction of buildings and building improvements on the site; and
- (v) a copy of any other notice, order or document in the possession of the strata corporation relating to the strata scheme of which the strata corporation needs to know in order to carry out its statutory functions.

****PARTICULARS RELATING TO ASBESTOS IN BUILDINGS ON THE LAND**

Note: "asbestos" means asbestos as defined in the *Occupational Health, Safety and Welfare Regulations 1995*.

Is there a building on the land (other than a private residence) where material that consists of or contains asbestos is installed?

*YES/NO

If YES—

- (a) is there a register of the type, condition and location of the asbestos?
*YES/NO
- (b) have policies and procedures been established to control the asbestos and prevent or minimise the exposure of any person to airborne asbestos fibres?
*YES/NO
If YES, give details
- (c) is any asbestos to be removed before settlement?
*YES/NO
If YES, give details

****PARTICULARS RELATING TO COURT OR TRIBUNAL PROCESS**

Note: If process has issued out of any court or tribunal in relation to a claim—

- (a) that is stated to affect the land or the value of which is \$5 000 or more; and
 - (b) that presently affects (or may prospectively affect) title to, or the possession or enjoyment of, the land,
- the vendor must provide the following particulars:

- 1. Name of court or tribunal:
 - 2. Names of parties:
 - 3. Nature of claim:
 - 4. Amount of claim (if applicable): \$
 - 5. Amount of judgment (if applicable): \$
 - 6. Name of judgment creditor (if applicable):
-

Land and Business (Sale and Conveyancing) Regulations 1995

****PARTICULARS OF WATER ALLOCATION FOR IRRIGATION PURPOSES**

Land in an irrigation district under the *Irrigation Act 1994

1. If the land forms part of an irrigation district constituted by or under the *Irrigation Act 1994*—

- (a) specify the amount of the water allocation in respect of the land under that Act:
- (b) is there an existing agreement to transfer the whole or part of the water allocation from the land or to purchase an additional allocation for the benefit of the land?
*YES/NO.
If YES, attach a copy of the agreement.
- (c) has the irrigation authority given notice under section 47(2) of that Act of a proposal to exclude the land from the irrigation district?
*YES/NO.
If YES, attach a copy of the notice.
- (d) has the irrigation authority given notice under section 54 of that Act?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the requirements of the notice
 - (iii) the amount (if any) payable under section 54(7) of that Act: \$

***Land in the Renmark Irrigation District**

2. If the land is situated within the Renmark Irrigation District—

- (a) specify the amount of the water allocation in respect of the land:
- (b) set out any terms and conditions to which the supply of water is subject:
.
.
- (c) has the Renmark Irrigation Trust given notice under section 65d of the *Renmark Irrigation Trust Act 1936* or regulation 33 of the *Renmark Irrigation Trust Regulations 1994*?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the requirements of the notice
 - (iii) the amount (if any) payable under section 65d(3)(b) or regulation 33: \$

***Land not within any kind of irrigation district**

3. (1) If the land is neither part of an irrigation district constituted by or under the *Irrigation Act 1994* nor situated within the Renmark Irrigation District, is there an existing agreement under section 37 of that Act for the supply of water to the land?

*YES/NO.

* (2) If YES and the agreement is a notional agreement by virtue of clause 5 of schedule 2 of that Act—

- (a) has the irrigation authority given notice under that clause of termination of the agreement?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the date of termination of the agreement
- (b) is there an existing agreement to transfer the whole or part of the water allocation applying in respect of the land?
*YES/NO.
If YES, attach a copy of the agreement;
- (c) has the irrigation authority given notice under section 54 of that Act?
*YES/NO.
If YES, specify—
 - (i) the date on which notice was given
 - (ii) the requirements of the notice
 - (iii) the amount (if any) payable under section 54(7) of that Act: \$

Note: A notional agreement for the supply of water exists under clause 5 of schedule 2 of the *Irrigation Act 1994* if—

- (a) immediately before 1 July 1994 a water allocation applied in respect of land under any of the following Acts: *Irrigation Act 1930*, *The Irrigation on Private Property Act 1939*, *The Lower River Broughton Irrigation Trust Act 1938*, *The Kingsland Irrigation Company Act 1922*, *The Pyap Irrigation Trust Act 1923* or *The Ramco Heights Irrigation Act 1963*; and
- (b) water was supplied to the land under an Act referred to in paragraph (a) during the rating period occurring immediately before 1 July 1994; and
- (c) the land is not used to carry on the business of primary production; and
- (d) the land is not land to which a water allocation applies under the *Irrigation Act 1994*.

* (2) If YES and the agreement is not a notional agreement—

- (a) attach a copy of the agreement;
- (b) does the agreement continue for the benefit of successive occupiers of the land?
*YES/NO.
- (c) has the irrigation authority given notice under section 54 of that Act?
*YES/NO.

If YES, specify—

- (i) the date on which notice was given
- (ii) the requirements of the notice
- (iii) the amount (if any) payable under section 54(7) of that Act: \$

****PARTICULARS RELATING TO ENVIRONMENT PROTECTION**

Note: "prescribed activity of environmental significance" means an activity specified in schedule 1 of the *Environment Protection Act 1993*;
"schedule 1", in relation to the *Environment Protection Act 1993*, means schedule 1 of that Act as amended from time to time by Act or regulation.

* * * * *

For the purposes of question 1, an activity is not to be taken to be carried on on land where the land is used solely as a depot from which a waste transport business or similar mobile activity is undertaken.

Environmental authorisations

1. (1) Is a prescribed activity of environmental significance being carried on

*on the land being sold/as part of the business being sold?

*YES/NO.

(2) If YES, Is there an environmental authorisation in force under Part 6 of the *Environment Protection Act 1993* in the form of a works approval or licence in relation to an activity carried on

*on the land being sold/as part of the business being sold?

*YES/NO.

(3) Is there an environmental authorisation in force under Part 6 of the *Environment Protection Act 1993* in the form of an exemption in relation to an activity carried on

*on the land being sold/as part of the business being sold (other than an exemption for the purposes of Division 3 of Part 8 of that Act)?

*YES/NO.

If YES to (2) or (3)—

(a) Attach a copy of the authorisation;

(b) Give the following details relating to the authorisation:

Name of holder(s):

Date of expiry:

Note: The transfer of an authorisation is subject to the conditions of the authorisation and the approval of the Environment Protection Authority.

Land and Business (Sale and Conveyancing) Regulations 1995

- (c) Has notice of any proposed variation of conditions of the authorisation been given under section 46(1)(a) or (b) of the *Environment Protection Act 1993*?
*YES/NO.
- (d) has the authorisation been suspended?
*YES/NO.
If NO, has notice of a proposed suspension or cancellation of the authorisation been given under section 55(4) of the *Environment Protection Act 1993*?
*YES/NO.
- (4) Does the Environment Protection Authority have any record of an activity having been carried on on the land pursuant to a licence (no longer in force) under the *Environment Protection Act 1993*?
*YES/NO.

Voluntary environment improvement programmes

2. Is there an environment improvement programme under Part 6 of the *Environment Protection Act 1993* in relation to the *land/business being sold (other than one that is required to be carried out by condition of an environmental authorisation)?
*YES/NO.
If YES, attach a copy of the programme.

Voluntary environmental audit programmes

3. Is there a voluntary environmental audit programme under section 58 of the *Environment Protection Act 1993* in relation to the *land/business being sold?
*YES/NO.
If YES, attach a copy of the programme.

Environment performance agreements

4. (1) Is there an environment performance agreement in force under section 59 of the *Environment Protection Act 1993* in relation to the *land/business being sold?
*YES/NO.
(2) If YES—
(a) give the following details of the agreement:
Names of parties:
Date of agreement:
(b) a copy of the agreement *is/is not attached.

Environment protection orders

5. Is there an environment protection order in force under section 93 of the *Environment Protection Act 1993* in relation to the *land/business being sold?
*YES/NO.
If YES and the order is in writing attach a copy of the order.
If YES and the order is verbal, give the following details of the order:
Name of person to whom
the order was issued:
Date of issue:
Requirements of order:

Clean up-orders

6. (1) Is there a clean-up order in force under section 99 of the *Environment Protection Act 1993* affecting the *land/business being sold?
*YES/NO.
If YES and the order is in writing attach a copy of the order.
If YES and the order is verbal, give the following details of the order:
Name of person to whom
the order was issued:
Date of issue:
Requirements of order:

Clean-up authorisations

7. Is there a clean-up authorisation in force under section 100 of the *Environment Protection Act 1993* affecting the *land/business being sold?

*YES/NO.

If YES attach a copy of the authorisation.

Court orders

8. Is there an order in force made by a court under the *Environment Protection Act 1993* in relation to the *land/business being sold?

*YES/NO.

If YES, attach a copy of the order.

* * * * *

Waste depots

10. (1) Has a licence to operate a depot on the land ever been issued under the repealed *South Australian Waste Management Commission Act 1979*?

*YES/NO.

(2) Has a licence to operate a waste depot on the land ever been issued under the repealed *Waste Management Act 1987*?

*YES/NO.

Production of certain waste

11. (1) Has a licence to produce waste of a prescribed kind on the land ever been issued under the repealed *South Australian Waste Management Commission Act 1979*?

*YES/NO.

(2) Has a licence to produce prescribed waste on the land ever been issued under the repealed *Waste Management Act 1987*?

*YES/NO.

**PARTICULARS RELATING TO THE STOCK ACT 1990

***Sale of land**

1. (1) Has any proclamation under section 14(2) or 25(2) of the *Stock Act 1990* been made that affects, presently or prospectively, enjoyment of the land?

*YES/NO

If YES, give details of the following:

Date of proclamation:

Terms of proclamation:

(2) Has any order under section 21(2) (b) to (j), (l) or (n) of the *Stock Act 1990* been issued to the vendor in relation to the land, any building on the land or the use of the land?

*YES/NO

If YES, give details of the following:

Date of order:

Terms of order:

***Sale of a small business**

2. Has any proclamation or order been issued under the *Stock Act 1990* in relation to any stock, stock equipment, stock products or other property (other than land or any building on the land) included in the sale?

*YES/NO

If YES, give details of the following:

Date of proclamation or order:

Terms of proclamation or order:

Land and Business (Sale and Conveyancing) Regulations 1995

Form 3

PART A—CERTIFICATE OF LEGAL PRACTITIONER
(Land and Business (Sale and Conveyancing) Act 1994)
(Sections 5 and 16)

I certify that—

..... of
.....
.....
(Name(s) of purchaser(s)) (Address(es) of purchaser(s))

*has/have received independent advice from me in relation to the land or business described below concerning—

- *the signing of a proposed contract for the purchase of the land or business.
- *the waiving of compliance with the requirement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* that the vendor’s statement be served at least 10 clear days before the date of settlement.
- *the waiving of compliance with the requirement under section 8 of the *Land and Business (Sale and Conveyancing) Act 1994* that the vendor’s statement be served at least 5 clear business days before the date of settlement.

*Description of the land
.....
*Description of the business
.....
(including the address of any premises at which the business is conducted)

Name(s) of vendor(s):

Date: Signed:

Name of legal practitioner:
Name of firm:
Address of firm:

(*Strike out whichever item is not applicable)



Land and Business (Sale and Conveyancing) Regulations 1995

PART B—INSTRUMENT OF WAIVER BY PURCHASER
(*Land and Business (Sale and Conveyancing) Act 1994*)
(Section 16)

To the vendor(s):

*I/We of
.....
.....
(Name(s) of purchaser(s)) (Address(es) of purchaser(s))

being the purchaser(s) of the land or business described in Part A above, having sought and obtained independent advice from:
.....
(Name of legal practitioner)

being the legal practitioner whose certificate in relation to the giving of that advice is contained in Part A above, waive the requirement—
*under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* that the vendor's statement be served on *me/us at least 10 clear days before the date of settlement.
*under section 8 of the *Land and Business (Sale and Conveyancing) Act 1994* that the vendor's statement be served on *me/us at least five clear business days before the date of settlement.

Date: Signed:

(*Strike out whichever item is not applicable)

Form 4

NOTICE IN RELATION TO SALE BY AUCTION
(*Land and Business (Sale and Conveyancing) Act 1994*)
(Section 11)

The vendor's statement relating to matters affecting the *land/business may be inspected (specify times and places).

Auctioneer

(*Strike out whichever item is not applicable)

Land and Business (Sale and Conveyancing) Regulations 1995**SCHEDULE 2***Contracts for Sale of Land or Businesses—Bodies to whom Inquiries are to be made*

TABLE 1
MORTGAGES, CHARGES AND PRESCRIBED ENCUMBRANCES

<i>Column 1</i> <i>Mortgage, charge or prescribed encumbrance</i> <i>Item number on forms 1 and 2</i>	<i>Column 2</i> <i>Body to which inquiry is to be made</i>
1, 2, 3, 4, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 31, 35, 37, 38, 39, 40, 41, 42, 43, 44, 45, 48.	Department of Environment and Natural Resources
23, 25, 28, 30, 33.	The council
5, 6, 7, 8, 9, 10, 24, 26, 27, 29, 32, 34, 36.	The council and Department of Environment and Natural Resources

TABLE 2
MATTERS AFFECTING LAND

<i>Column 1</i> <i>Matter</i>	<i>Column 2</i> <i>Body to whom inquiry is to be made</i>
Building indemnity insurance	The council
Water allocation for irrigation purposes	Department of Environment and Natural Resources or Engineering and Water Supply Department
Proclamations and orders under the <i>Stock Act 1990</i> : Proclamation under section 14(2) or 25(2) of the Act Order under section 21(2)(b) to (j), (l) or (n) of the Act in relation to the land or a building on the land	Department of Environment and Natural Resources or Department of Primary Industries
Environment protection: particulars relating to waste (see items 10 and 11 under the heading "Particulars relating to environment protection")	Department of Environment and Natural Resources

SCHEDULE 3

Contracts for Sale of Land or Businesses—Fees

\$

Fees payable to councils

1. For particulars and documentary material to be provided by a council—

- (a) for particulars—
 - (i) in relation to one strata unit 20.00
 - (ii) in relation to two strata units on the same strata plan 40.00
 - (iii) in relation to three or more strata units on the same strata plan 60.00
 - (iv) for each certificate of title to land under the *Real Property Act 1886* in respect of which particulars are to be provided
 - (A) if the applicant requests that the particulars be provided within 24 hours after receipt of the request 30.00
 - (B) in any other case 20.00
- (b) for documentary material—the actual cost incurred by the council in producing a copy of the document.

Fees payable to statutory authorities

2. For particulars and documentary material to be provided by a statutory authority (other than where particulars are to be provided in a DENR Statement)—

- (a) for particulars—
 - (i) in relation to one strata unit 10.00
 - (ii) in relation to two strata units on the same strata plan 20.00
 - (iii) in relation to three or more strata units on the same strata plan 30.00
 - (iv) in any other case—in relation to each certificate of title to land under the *Real Property Act 1886* in respect of which particulars are to be provided 10.00
- (b) for documentary material—the actual cost incurred by the statutory authority in producing a copy of the document.

Interpretation

3. In this schedule—

"DENR Statement", in relation to a certificate of title to land under the *Real Property Act 1886*, means the document of that title produced by the Department of Environment and Natural Resources that contains a search copy of the certificate of title, information relating to mortgages and prescribed encumbrances and matters in relation to which the schedule of form 1 or schedule 2 of form 2 required to be provided and other information relating to the land.

Note: The fees payable to a strata corporation for the provision of information are fixed by regulations under the *Strata Titles Act 1988*.

Land and Business (Sale and Conveyancing) Regulations 1995

SCHEDULE 4

Dual Representation—Forms

Form 1

ACKNOWLEDGMENT THAT CONVEYANCER ACTS FOR MORE THAN ONE PARTY

Land and Business (Sale and Conveyancing) Act 1994 section 30

To
(name of client)

of
(address of client)

Re
(transaction)

Advice

1. Please note that

I,
(name of conveyancer)

of
(business address of conveyancer)

have been requested to act

for
(name of other client)

of
(address of other client)

who is a party to the above transaction in respect of which I act also on your behalf.

2. In the event of a conflict of interest arising, I am bound to cease to act for you and my other client involved in the transaction unless you and my other client agree in writing that I may continue to act for you or for my other client.

Date: Signed by conveyancer:

Acknowledgment

I, acknowledge that I
(name of client)

have read and understood the above advice.

Date: Signed by client:

Form 2

GENERAL AUTHORITY TO CONVEYANCER TO ACT FOR MORE THAN ONE PARTY

Land and Business (Sale and Conveyancing) Act 1994 section 30

I,
(name of client)

of
(address of client)

authorise
(name of conveyancer)

of
(business address of conveyancer)

to act for another party or parties to any
.....
.....
(general description of nature of transactions to be authorised)

in respect of which the conveyancer is also acting on my behalf.

I have been advised that a conveyancer owes a duty to act in the best interests of each client involved in the transaction and that, in the event of a conflict of interests arising, a conveyancer is bound to cease to act for each of them unless all clients agree in writing for which of them the conveyancer may then continue to act.

Date: Signed:

Land and Business (Sale and Conveyancing) Regulations 1995

SCHEDULE 5

Transitional Provisions

Section 90 statements prepared before commencement of Act

1. A statement under section 90 of the *Land Agents, Brokers and Valuers Act 1973* prepared not more than two months before the commencement of the *Land and Business (Sale and Conveyancing) Act 1994* will be taken to comply with these regulations if the statement complies with the *Land Agents, Brokers and Valuers Act 1973* and the *Land Agents, Brokers and Valuers Regulations 1986* as in force immediately before that commencement and is accurate as at the date of service on the purchaser.

Section 91 statements prepared before commencement of Act

2. A statement under section 91 of the *Land Agents, Brokers and Valuers Act 1973* prepared not more than one month before the commencement of the *Land and Business (Sale and Conveyancing) Act 1994* will be taken to comply with these regulations if the statement complies with the *Land Agents, Brokers and Valuers Act 1973* and the *Land Agents, Brokers and Valuers Regulations 1986* as in force immediately before that commencement and is accurate as at the date of service on the purchaser.

APPENDIX 1

LEGISLATIVE HISTORY

(entries in bold type indicate amendments incorporated since the last reprint)

Regulation 5:	varied by 225, 1996, reg. 3
Regulation 6A:	inserted by 162, 1995, reg. 3; varied by 21, 1997, reg. 3
Regulation 12(1):	varied by 225, 1996, reg. 4
Regulation 15(1):	varied by 225, 1996, reg. 5
Regulation 16:	varied by 225, 1996, reg. 6
Schedule 1	
Form 1	
Contents list:	varied by 43, 1995, reg. 3(a)
Part A:	varied by 43, 1995, reg. 3(b)
Part D:	varied by 43, 1995, reg. 3(c)
Schedule	
Division 1:	varied by 225, 1996, reg. 7(a), (b)
Division 2:	varied by 216, 1995, reg. 3(a); 225, 1996, reg. 7(c), (d)
Form 2	
Contents list:	varied by 43, 1995, reg. 3(d)
Part A:	varied by 43, 1995, reg. 3(e)
Part E:	varied by 43, 1995, reg. 3(f)
Schedule 2	
Division 1:	varied by 225, 1996, reg. 7(e), (f)
Division 2:	varied by 216, 1995, reg. 3(b); 225, 1996, reg. 7(g), (h)
Schedule 2	
Table 2:	varied by 216, 1995, reg. 4

Land and Business (Sale and Conveyancing) Regulations 1995**APPENDIX 2****DIVISIONAL PENALTIES AND EXPIATION FEES**

At the date of publication of this reprint divisional penalties and expiation fees are, as provided by section 28A of the *Acts Interpretation Act 1915*, as follows:

Division	Maximum imprisonment	Maximum fine	Expiation fee
1	15 years	\$60 000	—
2	10 years	\$40 000	—
3	7 years	\$30 000	—
4	4 years	\$15 000	—
5	2 years	\$8 000	—
6	1 year	\$4 000	\$300
7	6 months	\$2 000	\$200
8	3 months	\$1 000	\$150
9	-	\$500	\$100
10	-	\$200	\$75
11	-	\$100	\$50
12	-	\$50	\$25

Note: This appendix is provided for convenience of reference only.