

South Australia

Land and Business (Sale and Conveyancing) Regulations 1995

under the *Land and Business (Sale and Conveyancing) Act 1994*

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Part 1—Preliminary

1—Short title

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

3—Interpretation

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

acquired a relevant interest in the land has the same meaning as in section 7 of the Act;

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;

Crown lease means a leasehold interest granted by the Crown under an Act;

domestic partner means a person who is a domestic partner within the meaning of the *Family Relationships Act 1975*, whether declared as such under that Act or not;

prescribed body means a body prescribed for the purposes of section 12(2) of the Act (see regulation 15).

- (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.
- (3) In these regulations, a reference to the type size of printed or typewritten material is to be taken to be a reference to that type size when produced in Times New Roman font.

Note—

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

Part 2—Contracts for sale of land or businesses

4—Forms

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.

5—Qualified accountant

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) CPA Australia; 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; or
- (e) the National Tax and Accountants' Association Limited as a Fellow.

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

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.

6A—Sale of land—instalment agreements

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 Infrastructure, or by the Land Management Corporation with respect to sale deferred purchase arrangements under the Industrial and Commercial Premises Scheme.

7—Sale of land—form of vendor's statement

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 57 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 acquired a relevant interest in 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.

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

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.

9—Sale of small business—form of vendor's statement

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 57 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 acquired a relevant interest in 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.

10—Sale of small business—prescribed particulars

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.

11—Sale of small business—form of accountant's certificate

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.

12—Sale of land—prescribed inquiries

- (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 Division 3 of Part 5 of the *Building Work Contractors Act 1995* (or the repealed *Builders Licensing Act 1986*) in relation to any building work on the land; and

- (f) to inquire—
 - (i) in relation to a charge or prescribed encumbrance specified in column 1 of table 1 in Schedule 2, of the bodies specified in column 2 opposite, whether or not the council, a statutory authority or a prescribed body has the benefit of such a charge or prescribed encumbrance over the land; and
 - (ii) in relation to a matter specified in column 1 of table 2 in Schedule 2, of the bodies specified in column 2 opposite, whether or not 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 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.

13—Sale of land—form of agent's certificate

For the purposes of section 9(1)(b) and (2)(b) of the Act, the certificate signed by the agent 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.

14—Auctioneer to make statements available

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.

15—Sale of land—provision of information etc by councils, statutory authorities and prescribed bodies

- (1) For the purposes of section 12(1), (2) and (3) of the Act, a council, statutory authority or prescribed body must provide such particulars and documentary material as regulation 12 requires to be sought from that body.
- (1a) For the purposes of section 12(2) of the Act, an administrative unit of the Public Service is a prescribed 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;
 - (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.

15A—Prescribed notice to be given to purchaser

For the purposes of section 13A of the Act, the prescribed notice must be printed or typewritten in not smaller than 12-point type and in the form, and contain the information, set out in Schedule 1A.

16—Defences

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.

16A—Authority to act as agent

- (1) For the purposes of section 20(1)(c)(ii) of the Act, the prescribed number of days is 90.
- (2) For the purposes of section 20(1)(e) of the Act, a sales agency agreement must comply with the following:
 - (a) the agreement must be printed or typewritten in not smaller than 12-point type, however, variations to the sales agency agreement may be handwritten provided they are legible;
 - (b) the agreement must specify—
 - (i) the land that is the subject of the agreement (whether by street address or description sufficient to identify the land); and
 - (ii) the full names of the vendor and agent; and
 - (iii) the agent's registration number; and
 - (iv) the chattels that are included in or excluded from sale; and
 - (v) details of the circumstances in which the agent will be entitled to receive commission or fees for the sale of the land, including circumstances in which the sale may not be attributable to the agent, or may not be directly or completely attributable to the agent;
 - (c) the agreement must contain a term by which the agent warrants that the agent will comply with all the agent's obligations under the Act and these regulations and will act in the vendor's best interests.
- (3) Auctioneers are exempt from the requirements of section 20(1) and (3) of the Act insofar as they act on behalf of a vendor or purchaser in the sale of land or a business only by performing the functions of an auctioneer, including having or exercising an auctioneer's authority to sign a contract for the sale of land or a business on behalf of the vendor or purchaser after the fall of the hammer to the highest bidder at an auction.
- (4) An agent is exempt from the requirements of section 20(1) and (3) of the Act insofar as the agent acts, in the sale of land or a business, on behalf of—
 - (a) the South Australian Housing Trust; or
 - (b) the Public Trustee.
- (5) An agent is exempt from the requirement of section 20(1)(c)(ii) of the Act to specify the duration of a sales agency agreement insofar as—
 - (a) the agent acts, in the sale of the land that is the subject of the agreement, on behalf of a vendor who carries on the business of a developer of land; and
 - (b) the land or part of the land has been subdivided by the vendor.

16B—Requirements relating to offers to purchase residential land

For the purposes of section 21(1)(a) and (2)(a) of the Act, an offer for residential land must contain the following details:

- (a) the offer must, if it is in the form of a contract of sale document, include the following statement at the head of the document printed or typewritten in not smaller than 12-point bold type:

Notice to purchaser:

This is a contract for the sale of residential land. You may be bound by the terms of this contract if it is signed by both you and the vendor. You should seek independent legal advice if you are unsure about the terms contained in this contract. Contracts for the sale of land may be subject to a 2 day cooling-off period (exercisable by the purchaser) under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*;

- (b) the offer must, in any other case—
- (i) be headed "NOTICE OF OFFER TO PURCHASE RESIDENTIAL LAND" printed or typewritten in upper case type not smaller than 14-point followed by the following statement printed or typewritten in not smaller than 12-point bold type:

Note:

This is not a contract of sale document. Both the purchaser and vendor must sign a contract of sale document before this offer becomes legally binding. An offer may be withdrawn at any time before signing a contract of sale document. Contracts of sale may also be subject to a 2 day cooling-off period (exercisable by the purchaser) under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*; and

- (ii) include the following details, printed or typewritten in not smaller than 12-point type:
- (A) the full name of the offeror;
- (B) the land that is the subject of the offer (whether by street address or description sufficient to identify the land);
- (C) the amount of the offer;
- (D) any conditions to which the offer is subject (for example, finance, sale of another property or satisfactory building or land inspection report);
- (E) the proposed date of settlement or length of time between the signing of the contract of sale and settlement.

16C—Financial and investment advice

For the purposes of section 24B of the Act, the specified information or warnings to be given to a person in respect of financial or investment advice must be in the form set out in Schedule 2A printed or typewritten in not smaller than 12-point type.

16D—Agent to disclose certain benefits connected with sale or purchase

For the purposes of section 24C(2) of the Act, the disclosure must be in the form set out in Schedule 2B printed or typewritten in not smaller than 12-point type.

16E—Agent to supply valuation in prescribed circumstances

- (1) For the purposes of section 24E of the Act, the prescribed circumstances in relation to the sale of land by an agent are circumstances in which—
 - (a) the agent or a sales representative or another person employed by the agent has made unsolicited contact (other than by advertisement or mail) with the owner of the land; and
 - (b) as a result of that contact, the agent has been authorised to sell the land on behalf of the owner; and
 - (c) negotiations by the agent or sales representative for the sale of the land commence or are to commence with any person without prior advertising of the land by the agent for sale to the public.
- (2) An application for the approval of the Commissioner under section 24E(1) of the Act must be made to the Commissioner in the form approved by the Commissioner.

16F—Agent not to act for both purchaser and vendor of land or business

Auctioneers are exempt from the application of section 24F of the Act insofar as they act on behalf of both a vendor and purchaser in the sale of land or a business only by performing the functions of an auctioneer, including having or exercising an auctioneer's authority to sign a contract for the sale of land or a business on behalf of the vendor or purchaser after the fall of the hammer to the highest bidder at an auction.

16G—Restriction on obtaining beneficial interest where agent authorised to sell or appraises property

- (1) For the purposes of section 24G(5) of the Act—
 - (a) the Commissioner may approve the obtaining by the agent or sales representative of a beneficial interest in the land or business on application by the agent or sales representative to the Commissioner in the form approved by the Commissioner; and
 - (b) the Commissioner may require the applicant to provide the Commissioner with specified information to enable the Commissioner to determine the application, verified, if the Commissioner so requires, by statutory declaration; and
 - (c) the Commissioner may refuse the application—
 - (i) if the applicant has not provided the information required by the application or the Commissioner; or
 - (ii) if, in the opinion of the Commissioner—
 - (A) the information provided by the applicant is inaccurate, incomplete or calculated to mislead; or
 - (B) the agent or sales representative is not acting in the best interests of the vendor; or
 - (C) the vendor is likely to suffer detriment as a result of the transaction; or

- (iii) if, in the case of an application relating to the obtaining by an agent or sales representative of a beneficial interest in land, the agent or sales representative has not—
 - (A) arranged a formal written valuation of the land, at the agent's or sales representative's own expense, by a person authorised to carry on business as a land valuer under the *Land Valuers Act 1994* and approved by the Commissioner; and
 - (B) furnished the vendor with a copy of the land valuer's report.
- (2) For the purposes of paragraph (e) of the definition of *associate* in section 24G(11) of the Act, a relationship between the agent or sales representative and a person is prescribed if the agent or sales representative will, to the knowledge of the agent or sales representative, receive a benefit from the other person in connection with a transaction or dealing relating to the land or business subsequent to the agent or sales representative successfully negotiating the sale of the land or business for the vendor.
- (3) An agent is exempt from the requirements of section 24G(1) and (9) of the Act in relation to the obtaining of a beneficial interest in land or a business that the agent is authorised to sell if—
 - (a) the beneficial interest is obtained as a result of the sale of the land or business; and
 - (b) the sale is by public auction that satisfies the requirements of subregulation (7).
- (4) A sales representative employed by an agent is exempt from the requirements of section 24G(2) of the Act in relation to the obtaining of a beneficial interest in land or a business that the agent is authorised to sell if—
 - (a) the beneficial interest is obtained as a result of the sale of the land or business; and
 - (b) the sale is by public auction that satisfies the requirements of subregulation (7).
- (5) An agent is exempt from the requirements of section 24G(3) of the Act in relation to the obtaining of a beneficial interest in land or a business that the agent appraises if—
 - (a) the beneficial interest is obtained as a result of the sale of the land or business following the appraisal; and
 - (b) the sale is by public auction that satisfies the requirements of subregulation (7).
- (6) A sales representative is exempt from the requirements of section 24G(3) of the Act in relation to the obtaining of a beneficial interest in land or a business that the sales representative appraises if—
 - (a) the beneficial interest is obtained as a result of the sale of the land or business following the appraisal; and
 - (b) the sale is by public auction that satisfies the requirements of subregulation (7).

- (7) A public auction of land or a business satisfies the requirements of this subregulation if details of the auction have been advertised, at least once per week over a period of at least 2 consecutive weeks immediately before the auction, in a newspaper circulating generally throughout the State or the area in which the land or business is situated.

16H—Prescribed standard conditions for auctions of residential land

For the purposes of section 24I of the Act, the conditions set out in Schedule 2C are prescribed standard conditions for an auction conducted by an agent for the sale of residential land, binding as between—

- (a) the vendor and the purchaser; and
- (b) the vendor and the auctioneer; and
- (c) the bidders and the auctioneer.

16I—Preliminary actions and records required for auctions of residential land

- (1) For the purposes of section 24J(1)(b) of the Act, all prescribed standard conditions for an auction conducted by an agent for the sale of residential land must be audibly announced by the auctioneer to the members of the public attending the auction immediately before the commencement of the auction.
- (2) For the purposes of section 24J(1)(c), (e) and (j) of the Act—
- (a) the following details relating to an auction must be included in the auction record before the commencement of the auction:
 - (i) the street address of the land or a description of the land sufficient to identify it;
 - (ii) the full name of the vendor, the responsible agent and the auctioneer;
 - (iii) the date and time of the auction;
 - (iv) for the bidders register—
 - (A) the full name and address of each person intending to bid at the auction (subject to the requirements of paragraph (c)); and
 - (B) a general description of the proof of identity produced by the person in accordance with paragraph (c) and the signature of the agent verifying that the agent has sighted it; and
 - (C) if the intending bidder is proposing to bid on behalf of another person, the full name and address of the other person and a statement that the intending bidder is proposing to bid on behalf of that person;
 - (b) the following details relating to bidding or subsequent events must be entered in the auction record:
 - (i) for the bidders register if the auction is interrupted in order to register a further person as an intending bidder in the register—
 - (A) the full name and address of the person (subject to the requirements of paragraph (c)); and

- (B) a general description of the proof of identity produced by the person in accordance with paragraph (c) and the signature of the agent verifying that the agent has sighted it; and
 - (C) if the intending bidder is proposing to bid on behalf of another person, the full name and address of the other person and a statement that the intending bidder is proposing to bid on behalf of that person; and
 - (ii) if the land is sold at the auction—
 - (A) the full name and address of the purchaser; and
 - (B) the amount for which the land was sold;
 - (iii) if the land is passed in at the auction but the auctioneer, on the same day, conducts further negotiations for the sale of the land with a person by whom, or on whose behalf, a bid for the land was made at the auction (whether or not resulting in a sale)—
 - (A) the full name and address of that person; and
 - (B) the amounts offered by that person for the land during those negotiations; and
 - (C) in the case of a resulting sale of the land on that day to that person—the amount for which the land was sold;
- (c) details of an intending bidder must not be entered in the bidders register unless—
 - (i) the intending bidder has produced to the agent proof of his or her identity in the form of a drivers licence, passport, credit or debit card or gas, electricity or telephone account or similar document or card issued to the person; and
 - (ii) if the intending bidder is proposing to bid on behalf of another person, the bidder has—
 - (A) provided to the agent a written authority to so act signed by the other person; and
 - (B) produced to the agent proof of the other person's identity in the form of a drivers licence, passport, credit or debit card or gas, electricity or telephone account or similar document or card issued to the other person, or, in the case of a body corporate, the certificate of the body's incorporation.
- (3) For the purposes of subregulation (2)(c)(ii), an authority or proof of identity may be an original document or a photocopy, facsimile copy or electronically scanned copy of the original document.
- (4) There are exemptions from the application of section 24J(3) of the Act as follows:
 - (a) the responsible agent or, if a different person, the auctioneer is exempt insofar as the agent or auctioneer—

- (i) discloses or makes use of information in the auction record relating to a person accepted by the auctioneer as having made the highest bid above the reserve price for a purpose connected with the auction or sale of the land on behalf of the vendor; or
 - (ii) discloses to the vendor the name of a person registered in the bidders register (whether as a bidder or a person on whose behalf bids may be made); or
 - (iii) discloses or makes use of information in the auction record as permitted by section 24J(3) of the Act;
- (b) the vendor is exempt insofar as the vendor discloses or makes use of information in the auction record disclosed to the vendor under this regulation;
- (c) a person who has the auction record or has had access to it is exempt insofar as the person does anything with respect to the record, or information in it, for the purposes of the administration or enforcement of the Act or as required or authorised by a court or tribunal constituted by law.

16J—Collusive practices at auctions of land or businesses

For the purposes of section 24L(3) of the Act, notice of the material parts of that section—

- (a) must, in the case of the sale of residential land by auction—
 - (i) include the information set out in the form in Schedule 2D printed or typewritten in not smaller than 12-point type; and
 - (ii) be supplied to each intending bidder when the person's details are being taken for entry in the bidders register; and
- (b) must, in the case of the sale by auction of any other land or a business—
 - (i) include the information set out in the form in Schedule 2D; and
 - (ii) be audibly announced by the auctioneer to the members of the public attending the auction immediately before the auction commences.

Part 3—Dual representation

17—Circumstances in which conveyancer may act for both parties

- (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 domestic partners one of the other; or
 - (iii) are bodies corporate that are related to each other for the purposes of the *Corporations Act 2001* of the Commonwealth; 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.

18—Conveyancer must cease to act if conflict of interest arises

- (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.

19—Meaning of conflict of interest

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.

Part 4—Miscellaneous

20—Keeping of records

For the purposes of section 37A(2) of the Act, if a person who is required to keep a document or record under Part 4 or 4A of the Act uses a computer program for the purpose, the person must ensure that—

- (a) an electronic copy of the document or record is made within 24 hours of the making, receipt or variation of the document or record; and
- (b) an electronic copy of all the documents and records is made at least once in each month and kept so as to be protected against deterioration, loss, theft and unauthorised access, modification or use; and

- (c) before any information is deleted from the computer records, a hard copy of the information is made and kept by the person as part of the person's records;
and
- (d) an up-to-date electronic copy of the computer program is made and kept so as to be protected against deterioration, loss, theft and unauthorised access, modification or use.

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) posted by registered post to the vendor at the following address:
(being the vendor's last known address); or
- (c) transmitted by fax to the following fax number:
(being a number provided to you by the vendor for the purpose of service of the notice); or
- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
(being *the agent's address for service under the *Land Agents Act 1994*/an address nominated by the agent to you for the purpose of service of the notice).

Note—Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that—

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;
- (b) if you intend to serve the notice by fax, you obtain a transmission report in relation to the sending of the fax.

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.

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	Column 2	Column 3
<i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write “NOT APPLICABLE” or “N/A” in this column)	<i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing “YES” or “NO” in this column)	<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)
<p>Note-“Easement” includes rights of way and party wall rights.</p>		

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

<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>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— (a) the Act under which the lease or licence was granted: (b) the outstanding amounts due (including any interest or penalty): \$</p>

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
 Contracts for sale of land or businesses—forms—Schedule 1

<p align="center">Column 1</p> <p align="center"><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 align="center">Column 2</p> <p align="center"><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 align="center">Column 3</p> <p align="center"><i>Other particulars required</i></p> <p>(Where a YES or NO answer is required, strike out the incorrect alternative)</p>
<p>5 Condition (that continues to apply) of an approval or authorisation granted under any of the following repealed Acts:</p> <p><i>Building Act 1971</i></p> <p><i>City of Adelaide Development Control Act 1976</i></p> <p><i>Planning and Development Act 1966</i></p> <p><i>Planning Act 1982.</i></p>		<p>Nature of condition:</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? *YES/NO</p> <p>Is the land designated as a place of local heritage value? *YES/NO</p> <p>Has a council submitted a Plan Amendment Report to the Minister? *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? *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>

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

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)
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:
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): \$

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
Contracts for sale of land or businesses—forms—Schedule 1

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)
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):
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:

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

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)
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 2A 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): \$.....

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
Contracts for sale of land or businesses—forms—Schedule 1

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 section 56 of that Act to complete development.		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): \$..... 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): \$.....
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:

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

<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>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>
<p>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.</p>		<p>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):</p>
<p>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.</p>		<p>Date of notice: Nature of prohibition (as stated in the notice):</p>

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995

Contracts for sale of land or businesses—forms—Schedule 1

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)
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): \$
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): \$
41 Notice, order or demand for payment of land tax.		Date of notice, order or demand: Amount payable (as stated in the notice): \$
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:

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

<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>44 Lien or notice of a lien.</p>		<p>Land or other property subject to lien:</p> <p>Nature of lien:</p> <p>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:</p> <p>Name of Authority who served notice:</p> <p>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:</p> <p>Name and address of person to whom notice was given or from whom notice was received:</p> <p>Particulars of relevant boundary:</p> <p>Kind of fence proposed to be constructed or nature of work proposed to be done to existing fence:</p> <p>Cost or estimated cost of fence or work (as stated in the notice): \$</p> <p>Amount sought by proponent from adjoining owner (as stated in the notice): \$</p> <p>If there is a cross-notice under section 6, give details of—</p> <p>(a) the proposals objected to:</p> <p>(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:</p> <p>Building work proposed (as stated in the notice):</p> <p>Other building work as required pursuant to the Act:</p>

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
Contracts for sale of land or businesses—forms—Schedule 1

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)
48 Notice under section 14 of the <i>Water Resources Act 1997</i> (or under a corresponding previous enactment) to maintain watercourse or lake in good condition.		Name of relevant authority that issued notice: Date of notice: Watercourse or lake to which notice applies:
49 Notice under section 15 of the <i>Water Resources Act 1997</i> to remove or modify dam, embankment, wall, obstruction or object.		Date of notice: Location of dam, embankment, wall, obstruction or object:
50 Notice under section 16(5) of the <i>Water Resources Act 1997</i> (or under a corresponding previous enactment) restricting the taking of water or directing action in relation to the taking of water.		Date of notice: Identification of water resource: Requirements of notice:
51 Condition (that remains in force) of a permit granted under section 18 of the <i>Water Resources Act 1997</i> .		Name of relevant authority that granted permit: Date of permit: Condition(s) of permit that remain in force:
52 Notice to pay levy under section 125 of the <i>Water Resources Act 1997</i> (or under a corresponding previous enactment).		Date of notice: Amount of levy payable:
53 Environment performance agreement under section 59 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.		Date of agreement:

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

<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>54 Environment protection order issued under section 93 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.</p>		<p>Date of issue: Compliance date(s) specified in the order:</p>
<p>55 Clean-up order issued under section 99 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.</p>		<p>Date of issue: Compliance date(s) specified in the order: Amount of charge on the land (if applicable and known): \$</p>
<p>56 Clean-up authorisation issued under section 100 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.</p>		<p>Date of issue: Amount of charge on the land (if known): \$</p>
<p>57 Charge of any kind affecting the land (not included in items 1 to 56).</p>		<p>Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known): \$</p>
<p>58 Notice to pay levy under section 16 of the <i>Emergency Services Funding Act 1998</i></p>		<p>Date of notice: Amount of levy payable:</p>

Division 2
(section 7(1)(b))

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

If the vendor, within 12 months before the date of the contract of sale—

- (a) obtained title to the land; or
- (b) obtained an option to purchase the land; or
- (c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

- 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;
- 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 part of a contract relating to the transaction;
- 3 Particulars of the consideration provided for the purposes of the transaction;

The above particulars must be provided for each 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

- * 2 A written application was sent or given to the community corporation on / /20..... 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 / /20..... 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.

****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 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 1996*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted by the Minister under section 45 of that Act.

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

Ministerial exemption from holding insurance under the *Building Work Contractors Act 1995*

If particulars of insurance are not given—

Has the Minister granted an exemption under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

*YES/NO.

If YES, give details:

- (a) Date of the exemption
- (b) Name of builder granted the exemption
- (c) Licence number of builder granted the exemption
- (d) Details of building work to which the exemption applies
- (e) Details of conditions (if any) to which the exemption is subject

****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 / /20 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:
- 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—In the following questions—

"environmental assessment" means an assessment of the actual, or potential for, contamination of land (including surface or underground waters);

"manufacturing activity" means any activity involving the chemical or physical transformation of materials or components (whether by machine or otherwise);

"prescribed fee" means the fee prescribed by the *Environment Protection (Fees and Levy) Regulations 1994* for examining or obtaining copies of information on the Public Register;

"Public Register" means the Public Register maintained by the Environment Protection Authority.

Activities undertaken on land

- 1 (1) Is the vendor aware of any of the following activities having occurred on the land *after* the vendor acquired an interest in the land:
 - (a) a manufacturing activity;
 - (b) the keeping of a dangerous substance pursuant to a licence under the *Dangerous Substances Act 1979*;
 - (c) the distribution of chemicals or fuels;
 - (d) the management or disposal of any waste materials, including any land fill that could be contaminated?

*YES/NO

Note—If YES, the purchaser should seek further information from the vendor.

- (2) Has the vendor been advised by anyone that any of the activities listed above occurred on the land *before* the vendor acquired an interest in the land?

*YES/NO

Note—If YES, the purchaser should seek further information from the vendor.

Environmental assessments

- 2 (1) Is the vendor aware of any environmental assessment (including any not yet completed) of the land, any part of the land or any industrial facility on the land having been carried out *after* the vendor acquired an interest in the land?

*YES/NO

Note—If YES, the purchaser should seek further information from the vendor.

(2) Has the vendor been advised by anyone that any such environmental assessment was carried out *before* the vendor acquired an interest in the land?

*YES/NO

Note—If YES, the purchaser should seek further information from the vendor.

(3) Does the Environment Protection Authority hold a copy of a report on any environmental assessment of the land or a part of the land carried out at any time—

- (a) by or on behalf of the owner or occupier of the land—
 - (i) pursuant to an authorisation, agreement or order under section 52(1)(b), 59, 93, 99 or 100 of the *Environment Protection Act 1993*; or
 - (ii) for the purposes of a notification given under section 83 of that Act; or
- (b) by the Environment Protection Authority (whether alone or jointly with another authority); or
- (c) by a Contaminated Site Auditor recognised by the Environment Protection Authority for the purposes of carrying out such an assessment?

*YES/NO

Note—If YES, the purchaser may examine or obtain a copy of the report from the Environment Protection Authority on payment of a fee to be calculated as if the report were on the Public Register.

Waste depots

- 3 (1) Was a licence to operate a waste depot on the land ever issued under the repealed *South Australian Waste Management Commission Act 1979*, a record of which is on the Public Register?

*YES/NO

(2) Was a licence to operate a waste depot on the land ever issued under the repealed *Waste Management Act 1987*, a record of which is on the Public Register?

*YES/NO

Note—The purchaser may obtain details of the records referred to in (1) and (2) from the Public Register on payment of the prescribed fee.

(3) Is an environmental authorisation currently in force under the *Environment Protection Act 1993* in the form of a licence to operate a waste depot on the land, a record of which is on the Public Register?

*YES/NO

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

(4) Was an environmental authorisation ever issued under the *Environment Protection Act 1993* in the form of a licence to operate a waste depot on the land, being a licence that is no longer in force and a record of which is on the Public Register?

*YES/NO

Note—The purchaser may examine or obtain a copy of the licences referred to in (3) and (4) from the Public Register on payment of the prescribed fee.

Production of certain waste

- 4 (1) Was a licence under the repealed *South Australian Waste Management Commission Act 1979* ever issued for the production of waste of a prescribed kind (within the meaning of that Act) on the land, a record of which is on the Public Register?

*YES/NO

- (2) Was a licence under the repealed *Waste Management Act 1987* ever issued for the production of prescribed waste (within the meaning of that Act) on the land, a record of which is on the Public Register?

*YES/NO

- (3) Is an environmental authorisation currently in force under the *Environment Protection Act 1993* in the form of a licence to carry out an activity that produces listed waste (within the meaning of that Act) on the land, a record of which is on the Public Register?

*YES/NO

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

- (4) Was an environmental authorisation ever issued under the *Environment Protection Act 1993* in the form of a licence to carry out an activity that produces listed waste (within the meaning of that Act) on the land, being a licence that is no longer in force and a record of which is on the Public Register?

*YES/NO

Note—The purchaser may examine or obtain a copy of the licences referred to in (1), (2), (3) and (4) from the Public Register on payment of the prescribed fee.

Waste on land

- 5 Did the former Waste Management Commission under the repealed *Waste Management Act 1987* have any record of waste (within the meaning of that Act) being deposited on the land between 1 January 1983 and 30 April 1995, details of which are on the Public Register?

*YES/NO

Note—The purchaser may obtain those details from the Public Register on payment of the prescribed fee.

Note—*The purchaser is advised that other matters under the Environment Protection Act 1993 may be recorded on the Public Register in relation to the land, such as—*

- *environment protection orders, clean-up orders, clean-up authorisations or environment performance agreements;*
- *environmental authorisations (ie, works approvals, licences or exemptions);*
- *activities undertaken on the land under licences no longer in force;*
- *court proceedings or orders.*

If so, details of them may be obtained from the Public Register on payment of the prescribed fee.

If any environment protection order, clean-up order, clean-up authorisation or environment performance agreement has been registered on the certificate of title for the land, it will be noted in items 53 to 56 of the Table of Particulars in this Statement. Details of such a registered document may also be obtained from the Lands Titles Office.

****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:

***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)

**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) posted by registered post to the vendor at the following address:
(being the vendor's last known address); or
- (c) transmitted by fax to the following fax number:
(being a number provided to you by the vendor for the purpose of service of the notice); or

- (d) left for the vendor's agent (with a person apparently responsible to the agent) at, or posted by registered post to the agent at, the following address:
(being *the agent's address for service under the *Land Agents Act 1994*/an address nominated by the agent to you for the purpose of service of the notice).

Note—Section 5(3) of the *Land and Business (Sale and Conveyancing) Act 1994* places the onus of proving the giving of the cooling-off notice on the purchaser. It is therefore strongly recommended that—

- (a) if you intend to serve the notice by leaving it for the vendor's agent at the agent's address for service or an address nominated by the agent, you obtain an acknowledgment of service of the notice in writing;
- (b) if you intend to serve the notice by fax, you obtain a transmission report in relation to the sending of the fax.

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

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

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 20.....

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
 Contracts for sale of land or businesses—forms—Schedule 1

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:20					S
Ending on:20					M
					T
					W
					T
					F
					S
Commencing on:20					S
Ending on:20					M
					T
					W
					T
					F
					S
Commencing on:20					S
Ending on:20					M
					T
					W
					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)

TRADING STATEMENT FOR LAST 3 FINANCIAL YEARS			
	Period	Period	Period
202020
	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	\$		
ADI 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	\$		

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
 Contracts for sale of land or businesses—forms—Schedule 1

	Period20 to	Period20 to	Period20 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 (ie 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		%)	

SCHEDULE 1

Division 2

- 1 (1) The vendor has carried on the business for a period of*years/months commencing on / /20.....
- (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 | <input type="checkbox"/> |
| In writing but not registered on the certificate of title | <input type="checkbox"/> |
| Registered on the certificate of title | <input type="checkbox"/> |
- (2) The particulars of the vendor's *lease/tenancy agreement/licence are as follows:
- (a) date of current *lease/tenancy agreement/licence: / /20.....;
- (b) term of current *lease/tenancy agreement/licence:
- (c) date of expiry of current *lease/tenancy agreement/licence: / /20.....;
- (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: / /20.....;
- (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 |
| | <input type="checkbox"/> | <input type="checkbox"/> |
- 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 |
| | <input type="checkbox"/> | <input type="checkbox"/> |
- 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: / /20.....

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) | <input type="checkbox"/> | <input type="checkbox"/> |
| (b) the gross profit of the business in percentage terms? (mark box) | <input type="checkbox"/> | <input type="checkbox"/> |
- 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)
- 10 (1) Does the business operate as a—
 (mark *one* box only)
- | | | |
|---|--------------------------|--|
| Company | <input type="checkbox"/> | |
| Sole trader | <input type="checkbox"/> | |
| Partnership | <input type="checkbox"/> | |
| Association, charitable or other organisation | <input type="checkbox"/> | |
- | | YES | NO |
|---|--------------------------|--------------------------|
| (2) Does the vendor work in the business? (mark box) | <input type="checkbox"/> | <input type="checkbox"/> |
| (3) Does any other person work in the business? (mark box) | <input type="checkbox"/> | <input type="checkbox"/> |
| (4) If the business operates as a <i>partnership</i> , are all of the other persons who work in the business partners in the business? (mark box) | <input type="checkbox"/> | <input type="checkbox"/> |
| (5) Has the vendor ever been registered with WorkCover Corporation as an employer? (mark box) | <input type="checkbox"/> | <input type="checkbox"/> |
| If YES, is the vendor currently so registered? (mark box) | <input type="checkbox"/> | <input type="checkbox"/> |
| (6) Is a WorkCover Statement attached for each location of the business? (mark box) | <input type="checkbox"/> | <input type="checkbox"/> |

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). If an injured worker's employment has been or is about to be terminated, *you may be required* to take on the vendor's obligations under the *Workers Rehabilitation and Compensation Act 1986*. The net levy rate payable by you (compared to that currently paid by the vendor) may be affected by your willingness to retain, employ or re-employ disabled workers with compensable injuries.

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:

*Position/functions (if any)	Relationship to vendor	Days per week	Hours per	Rate of pay
.....	\$..... per
.....	\$..... per
.....	\$..... 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—
- | | YES | NO |
|--------------------------|--------------------------|--------------------------|
| Long service leave? | <input type="checkbox"/> | <input type="checkbox"/> |
| Annual recreation leave? | <input type="checkbox"/> | <input type="checkbox"/> |
| Sick leave? | <input type="checkbox"/> | <input type="checkbox"/> |
| Other leave? | <input type="checkbox"/> | <input type="checkbox"/> |

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 20.....

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	Column 2	Column 3
<i>Prescribed encumbrance</i> (If an item is not applicable strike it out or write “NOT APPLICABLE” or “N/A” in this column)	<i>Is the encumbrance to be discharged or satisfied prior to or at settlement?</i> (Answer by writing “YES” or “NO” in this column)	<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.		

<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>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. (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—</p> <ul style="list-style-type: none"> (a) the Act under which the lease or licence was granted; (b) the outstanding amounts due (including any interest or penalty): \$

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

<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>5 Condition (that continues to apply) of an approval or authorisation granted under any of the following repealed Acts:</p> <p><i>Building Act 1971</i></p> <p><i>City of Adelaide Development Control Act 1976</i></p> <p><i>Planning and Development Act 1966</i></p> <p><i>Planning Act 1982.</i></p>		<p>Nature of condition:</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>

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
 Contracts for sale of land or businesses—forms—Schedule 1

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)
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:
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): \$

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

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)
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):
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:

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
Contracts for sale of land or businesses—forms—Schedule 1

Column 1	Column 2	Column 3
<p align="center"><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 align="center"><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 align="center"><i>Other particulars required</i></p> <p>(Where a YES or NO answer is required, strike out the incorrect alternative)</p>
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 2A 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—1.8.2009 to 31.8.2009
 Schedule 1—Contracts for sale of land or businesses—forms

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 section 56 of that Act to complete development.		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): \$ 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) \$
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:

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
Contracts for sale of land or businesses—forms—Schedule 1

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)
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):
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): \$.....

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Schedule 1—Contracts for sale of land or businesses—forms

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)
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): \$.....
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:

1.8.2009 to 31.8.2009—Land and Business (Sale and Conveyancing) Regulations 1995
 Contracts for sale of land or businesses—forms—Schedule 1

<p align="center">Column 1</p> <p align="center"><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 align="center">Column 2</p> <p align="center"><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 align="center">Column 3</p> <p align="center"><i>Other particulars required</i> (Where a YES or NO answer is required, strike out the incorrect alternative)</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 Notice under section 14 of the <i>Water Resources Act 1997</i> (or under a corresponding previous enactment) to maintain watercourse or lake in good condition.</p>		<p>Name of relevant authority that issued notice: Date of notice: Watercourse or lake to which notice applies:</p>

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009
 Schedule 1—Contracts for sale of land or businesses—forms

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)
49 Notice under section 15 of the <i>Water Resources Act 1997</i> to remove or modify dam, embankment, wall, obstruction or object.		Date of notice: Location of dam, embankment, wall, obstruction or object:
50 Notice under section 16(5) of the <i>Water Resources Act 1997</i> (or under a corresponding previous enactment) restricting the taking of water or directing action in relation to the taking of water.		Date of notice: Identification of water resource: Requirements of notice:
51 Condition (that remains in force) of a permit granted under section 18 of the <i>Water Resources Act 1997</i> .		Name of relevant authority that granted permit: Date of permit: Condition(s) of permit that remain in force:
52 Notice to pay levy under section 125 of the <i>Water Resources Act 1997</i> (or under a corresponding previous enactment).		Date of notice: Amount of levy payable:
53 Environment performance agreement under section 59 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.		Date of agreement:
54 Environment protection order issued under section 93 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.		Date of issue: Compliance date(s) specified in the order:

<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>55 Clean-up order issued under section 99 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.</p>		<p>Date of issue: Compliance date(s) specified in this order: Amount of charge on the land (if applicable and known) \$.....</p>
<p>56 Clean-up authorisation issued under section 100 of the <i>Environment Protection Act 1993</i> that is registered in relation to the land.</p>		<p>Date of issue: Amount of charge on the land (if known) \$.....</p>
<p>57 Charge of any kind affecting the land (not included in items 1 to 56).</p>		<p>Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known): \$.....</p>
<p>58 Notice to pay levy under section 16 of the <i>Emergency Services Funding Act 1998</i></p>		<p>Date of notice: Amount of levy payable:</p>

*Division 2
(Section 7(1)(b) and section 8(1)(b))

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

If the vendor, within 12 months before the date of the contract of sale—

- (a) obtained title to the land; or
- (b) obtained an option to purchase the land; or
- (c) entered into a contract to purchase the land (whether on the vendor's own behalf or on behalf of another),

the vendor must provide the following particulars of all transactions relating to the acquisition of the interest that occurred within that 12 month period:

- 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:
- 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 part of a contract relating to the transaction:
- 3 Particulars of the consideration provided for the purposes of the transaction:

The above particulars must be provided for each 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 3 of the *Building Work Contractors Act 1995*); or
- (c) domestic building work commenced before 1 May 1987; or
- (d) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* applies under the *Building Work Contractors Regulations 1996*; or
- (e) building work in respect of which an exemption from the application of Division 3 of Part 5 of the *Building Work Contractors Act 1995* has been granted by the Minister under section 45 of that Act.

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

.....

Ministerial exemption from holding insurance under the *Building Work Contractors Act 1995*

If particulars of insurance are not given—

Has the Minister granted an exemption under section 45 of the *Building Work Contractors Act 1995* from the requirement to hold an insurance policy in accordance with Division 3 of Part 5 of that Act?

*YES/NO.

If YES, give details:

- (a) Date of the exemption
- (b) Name of builder granted the exemption
- (c) Licence number of builder granted the exemption
- (d) Details of building work to which the exemption applies
- (e) Details of conditions (if any) to which the exemption is subject

****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 / /20..... 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 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 / /20
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:
- 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—In the following questions—

"environmental assessment" means an assessment of the actual, or potential for, contamination of land (including surface or underground waters);

"manufacturing activity" means any activity involving the chemical or physical transformation of materials or components (whether by machine or otherwise);

"prescribed fee" means the fee prescribed by the *Environment Protection (Fees and Levy) Regulations 1994* for examining or obtaining copies of information on the Public Register;

"Public Register" means the Public Register maintained by the Environment Protection Authority.

Activities undertaken on land

- 1 (1) Is the vendor aware of any of the following activities having occurred on the land *after* the vendor acquired an interest in the land:
- (a) a manufacturing activity;
 - (b) the keeping of a dangerous substance pursuant to a licence under the *Dangerous Substances Act 1979*;
 - (c) the distribution of chemicals or fuels;
 - (d) the management or disposal of any waste materials, including any land fill that could be contaminated?
- *YES/NO
- Note—If YES, the purchaser should seek further information from the vendor.
- (2) Has the vendor been advised by anyone that any of the activities listed above occurred on the land *before* the vendor acquired an interest in the land?
- *YES/NO
- Note—If YES, the purchaser should seek further information from the vendor.

Environmental assessments

- 2 (1) Is the vendor aware of any environmental assessment (including any not yet completed) of the land, any part of the land or any industrial facility on the land having been carried out *after* the vendor acquired an interest in the land?
*YES/NO
Note—If YES, the purchaser should seek further information from the vendor.
- (2) Has the vendor been advised by anyone that any such environmental assessment was carried out *before* the vendor acquired an interest in the land?
*YES/NO
Note—If YES, the purchaser should seek further information from the vendor.
- (3) Does the Environment Protection Authority hold a copy of a report on any environmental assessment of the land or a part of the land carried out at any time—
- (a) by or on behalf of the owner or occupier of the land—
 - (i) pursuant to an authorisation, agreement or order under sections 52(1)(b), 59, 93, 99 or 100 of the *Environment Protection Act 1993*; or
 - (ii) for the purposes of a notification given under section 83 of that Act; or
 - (b) by the Environment Protection Authority (whether alone or jointly with another authority); or
 - (c) by a Contaminated Site Auditor recognised by the Environment Protection Authority for the purposes of carrying out such an assessment?
- *YES/NO
Note—If YES, the purchaser may examine or obtain a copy of the report from the Environment Protection Authority on payment of a fee to be calculated as if the report were on the Public Register.

Waste depots

- 3 (1) Was a licence to operate a waste depot on the land ever issued under the repealed *South Australian Waste Management Commission Act 1979*, a record of which is on the Public Register?
*YES/NO
- (2) Was a licence to operate a waste depot on the land ever issued under the repealed *Waste Management Act 1987*, a record of which is on the Public Register?
*YES/NO
Note—The purchaser may obtain details of the records referred to in (1) and (2) from the Public Register on payment of the prescribed fee.
- (3) Is an environmental authorisation currently in force under the *Environment Protection Act 1993* in the form of a licence to operate a waste depot on the land, a record of which is on the Public Register?
*YES/NO
Note—The transfer of an environmental authorisation is subject to the conditions of the authorisation and the approval of the Environment Protection Authority.
- (4) Was an environmental authorisation ever issued under the *Environment Protection Act 1993* in the form of a licence to operate a waste depot on the land, being a licence that is no longer in force and a record of which is on the Public Register?
*YES/NO

Note—The purchaser may examine or obtain a copy of the licences referred to in (3) and (4) from the Public Register on payment of the prescribed fee.

Production of certain waste

- 4 (1) Was a licence under the repealed *South Australian Waste Management Commission Act 1979* ever issued for the production of waste of a prescribed kind (within the meaning of that Act) on the land, a record of which is on the Public Register?

*YES/NO

- (2) Was a licence under the repealed *Waste Management Act 1987* ever issued for the production of prescribed waste (within the meaning of that Act) on the land, a record of which is on the Public Register?

*YES/NO

- (3) Is an environmental authorisation currently in force under the *Environment Protection Act 1993* in the form of a licence to carry out an activity that produces listed waste (within the meaning of that Act) on the land, a record of which is on the Public Register?

*YES/NO

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

- (4) Was an environmental authorisation ever issued under the *Environment Protection Act 1993* in the form of a licence to carry out an activity that produces listed waste (within the meaning of that Act) on the land, being a licence that is no longer in force and a record of which is on the Public Register?

*YES/NO

Note—The purchaser may examine or obtain a copy of the licences referred to in (1), (2), (3) and (4) from the Public Register on payment of the prescribed fee.

Waste on land

- 5 Did the former South Australian Waste Management Commission under the repealed *Waste Management Act 1987* have any record of waste (within the meaning of that Act) being deposited on the land between 1 January 1983 and 30 April 1995, details of which are on the Public Register?

*YES/NO

Note—The purchaser may obtain those details from the Public Register on payment of the prescribed fee.

Note—The purchaser is advised that other matters under the *Environment Protection Act 1993* may be recorded on the Public Register in relation to the land, such as—

- *environment protection orders, clean-up orders, clean-up authorisations or environment performance agreements;*
- *environmental authorisations (ie, works approvals, licences or exemptions);*
- *activities undertaken on the land under licences no longer in force;*
- *court proceedings or orders.*

If so, details of them may be obtained from the Public Register on payment of the prescribed fee.

If any environment protection order, clean-up order, clean-up authorisation or environment performance agreement has been registered on the certificate of title for the land, it will be noted in items 53 to 56 of the Table of Particulars in this Statement. Details of such a registered document may also be obtained from the Lands Titles Office.

****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:

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) _____

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)

Schedule 1A—Prescribed notice to be given to purchaser

Land and Business (Sale and Conveyancing) Act 1994 section 13A

Land and Business (Sale and Conveyancing) Regulations 1995 regulation 15A

Before you buy a home there are a number of things that you should investigate and consider. Though it may not be obvious at the time, there could be matters that may affect your enjoyment of the property, the safety of people on the property or the value of the property.

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information. Various government agencies can provide up to date and relevant information on many of these questions. To find out more, the Office of Consumer and Business Affairs recommends that you check the website: www.ocba.sa.gov.au/consumeradvice/realestate

Consider having a professional building inspection done before proceeding with a purchase. A building inspection will help you answer some of the questions below.

The questions have been categorised under the headings **Safety**, **Enjoyment** and **Value**, but all of the issues are relevant to each heading.

Safety

- Is there **asbestos** in any of the buildings or elsewhere on the property eg sheds and fences?
- Does the property have any significant **defects** eg **cracking** or **salt damp**? Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?
- Does the property have any **termite** or other pest infestations? Is there a current preventive termite treatment program in place? Was the property treated at some stage with persistent organochlorins (now banned) or other **toxic** termiticides?
- Has fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems? If so, what are the maintenance requirements?

Enjoyment

- Does the property have any **stormwater** problems?
- Is the property in a **flood prone** area? Is the property prone to coastal flooding?

- Does the property have an on-site **wastewater treatment facility** such as a septic tank installed? If so, what are the maintenance requirements? Is it compliant?
- Is a **sewer mains connection** available?
- Are all gutters, downpipes and stormwater systems in good working order and in good condition?
- Is the property near **power lines**? Are there any trees on the property near power lines? Are you considering planting any trees? Do all structures and trees maintain the required clearance from any power lines?
- Are there any **significant** trees on the property?
- Is this property a unit on **strata or community title**? What could this mean for you? Is this property on strata or community title? Do you understand the restrictions of use and the financial obligations of ownership? Will you have to pay a previous owner's debt or the cost of planned improvements?
- Is the property close to a hotel, restaurant or other venue with entertainment consent for live music? Is the property close to any industrial or commercial activity, a busy road or airport etc that may result in the generation of **noise** or the **emission of materials or odours** into the air?
- What appliances, equipment and fittings are included in the sale of the property?
- Is there sufficient car parking space available to the property?

Value

- Are there any **illegal or unapproved additions**, extensions or alterations to the buildings on the property?
- How **energy efficient** is the home, including appliances and lighting? What **energy sources** (eg electricity, gas) are available?
- Is the property connected to SA Water operated and maintained **mains water**? Is a mains water connection available? Does the property have a **recycled water** connection? What sort of water meter is located on the property (a **direct or indirect meter** – an indirect meter can be located some distance from the property)? Is the property connected to a water meter that is also serving another property?
- Are there water taps outside the building? Is there a watering system installed? Are they in good working order and in good condition?
- Does the property have **alternative sources** of water other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit: www.ocba.sa.gov.au/consumeradvice/realestate

Disclaimer: There may be other issues relevant to the purchase of real estate. If you are unable to ascertain enough information about the questions raised in this form and any other concerns you may have we strongly recommend you obtain independent advice through a building inspection, a lawyer, and a financial adviser.

Schedule 2—Contracts for sale of land or businesses—bodies to whom inquiries are to be made

Table 1—Mortgages, charges and prescribed encumbrances

Column 1 Mortgage, charge or prescribed encumbrance Item number on forms 1 and 2	Column 2 Body to which inquiry is to be made
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, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58.	Department for Transport, Energy and Infrastructure
23, 25, 28, 30, 33.	The council
5, 6, 7, 8, 9, 10, 24, 26, 27, 29, 32, 34, 36.	The council and Department for Transport, Energy and Infrastructure

Table 2—Matters affecting land

Column 1 Matter	Column 2 Body to whom inquiry is to be made
Building indemnity insurance	The council
Water allocation for irrigation purposes	Department for Transport, Energy and Infrastructure
Proclamations and orders under the <i>Stock Act 1990</i> :	Department for Transport, Energy and Infrastructure or
Proclamation under section 14(2) or 25(2) of the Act	Department of Primary Industries and Resources
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	
Particulars relating to environment protection (items 2(3), 3, 4 and 5 under that heading)	Department for Transport, Energy and Infrastructure

Schedule 2A—Financial and investment advice—specified information and warnings

Land and Business (Sale and Conveyancing) Act 1994 section 24B

Land and Business (Sale and Conveyancing) Regulations 1995 regulation 16C

A land agent or sales representative who provides financial or investment advice to you in connection with the sale or purchase of land or a business is obliged to tell you that—

You should assess the suitability of any purchase of the land or business in light of your own needs and circumstances by seeking independent financial and legal advice.

An agent must also tell you about any other benefit that any other person (including the agent) will receive in connection with the sale or purchase, unless it is*:

- a benefit that has been disclosed in a sales agency agreement
- a benefit that you provide the agent
- a benefit received by the vendor or purchaser
- a benefit related to a service for which you have not or will not be charged
- a benefit of which the agent remains unaware.

*Refer to section 24C of the *Land and Business (Sale and Conveyancing) Act 1994*

Schedule 2B—Disclosure of benefits

Land and Business (Sale and Conveyancing) Act 1994 section 24C

Land and Business (Sale and Conveyancing) Regulations 1995 regulation 16D

If a benefit has already been disclosed in a sales agency agreement then the use of this form is not required to disclose that benefit.

Subject to section 24C of the *Land and Business (Sale and Conveyancing) Act 1994*, a land agent must use this form to disclose to you (the client):

- benefits which the agent will receive or expects to receive from a third person to whom the agent has referred you, or with whom the agent has contracted, when the referral or contract is for the provision of services associated with the sale or purchase of property or a business;
- any other benefit of which the agent is aware that any person (including the agent) receives or expects to receive in connection with the sale or purchase.

The obligation to disclose a benefit to you under section 24C is ongoing and arises when the agent becomes aware of a benefit.

Note—

- When this form is used, the land agent **must** disclose the nature, source and amount (or estimated amount or value) of the benefit.
- A benefit includes a rebate, a discount, or a refund, and could include such things as frequent flyer points or gift vouchers.

- Under section 24C(5) of the *Land and Business (Sale and Conveyancing) Act 1994* an agent includes an agent acting for the purchaser or vendor, and a sales representative acting for that agent.

Description of property or business

Nature of the benefit	Source of the benefit	Amount (or estimated amount or value) of the benefit	Name of recipient of the benefit and capacity* of recipient

* refers to the capacity in which the person receives the benefit eg as an agent, a financier, mortgage broker, lawyer.

If insufficient space, add an annexure

Name of agent/sales representative

Name of client

Signature

Signature

Date

Date

Schedule 2C—Prescribed standard conditions for auctions of residential land

Land and Business (Sale and Conveyancing) Act 1994 section 24I

Land and Business (Sale and Conveyancing) Regulations 1995 regulation 16H

1—Prescribed standard conditions

- (1) The prescribed standard conditions referred to in regulation 16H for an auction conducted by an agent for the sale of residential land (the *property*) are as follows:
 - (a) any person may bid in the auction in person, or by their proxy or representative, subject to the conditions of auction;
 - (b) the vendor's reserve price will be as recorded in the auction record;
 - (c) to make a bid a person must be registered in the bidders register, having satisfied the requirements as to proof of identity and, if applicable, authority to bid as a proxy or representative;
 - (d) the auctioneer will only accept a bid if the person making the bid displays an identifying number allocated to the person by the auctioneer;
 - (e) the auctioneer will, when accepting a bid, audibly announce the number so displayed by the bidder;
 - (f) the auctioneer may refuse a bid if of the opinion that it is not in the best interests of the vendor, and will not be obliged to give any reason for refusing a bid;

- (g) the auctioneer may make bids on behalf of the vendor but not more than 3 such bids and only for amounts below the reserve price; any such bid will be audibly announced by the auctioneer as a "vendor's bid";
 - (h) bidding increments will be accepted at the discretion of the auctioneer;
 - (i) the person accepted by the auctioneer as having made the highest bid at or above the reserve price will be the purchaser and that bid will be the purchase price;
 - (j) the auctioneer will not accept a bid made after the fall of the auctioneer's hammer;
 - (k) unless otherwise agreed in writing by the purchaser and the vendor before the commencement of the auction—
 - (i) a contract for the sale of the property, in the form displayed by the auctioneer at the auction, will be completed and signed by or on behalf of the purchaser and the vendor immediately after the fall of the hammer; and
 - (ii) the purchaser will pay a deposit immediately after the fall of the hammer, as specified in the conditions of auction;
 - (l) the auctioneer will have irrevocable authority, after the fall of the auctioneer's hammer, to complete and sign the contract on behalf of the purchaser or the vendor, or both; completion and signing under that authority will be at the auctioneer's discretion in the event of breach by the purchaser of any of the conditions of auction;
 - (m) the cooling off rights under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994* do not apply to a sale by auction or a sale on the day of auction to a person who has made a bid in the auction (whether in person or by their proxy or representative).
- (2) In this Schedule—
- conditions of auction* includes conditions displayed by the auctioneer at the auction as conditions of the auction, together with the standard conditions set out above.

Schedule 2D—Collusive practices at auctions of land or businesses

Land and Business (Sale and Conveyancing) Act 1994 section 24L

Land and Business (Sale and Conveyancing) Regulations 1995 regulation 16J

Section 24L of the *Land and Business (Sale and Conveyancing) Act 1994* makes it unlawful to engage in collusive practices in relation to an auction of land or a business. Under that section a person must not behave in such a way that might tend to prevent **free and open competition** at an auction by, for example—

- abstaining from bidding or limiting his or her bidding; or
- agreeing to abstain from bidding or limit his or her bidding; or
- inducing or attempting to induce another person to abstain from bidding or limit his or her bidding; or

- doing anything else or inducing or attempting to induce another person to do anything else that might tend to prevent free and open competition at the auction.

The maximum penalty for committing such an offence is \$20 000.

Schedule 3—Contracts for sale of land or businesses—fees

1—Fees payable to councils

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

- (a) for particulars—
 - (i) in relation to 1 strata unit \$20.00
 - (ii) in relation to 2 strata units on the same strata plan \$40.00
 - (iii) in relation to 3 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*, or Crown lease, 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.

2—Fees payable to statutory authorities or prescribed bodies

- (1) For particulars and documentary material to be provided by a statutory authority or prescribed body (other than where particulars are to be provided for the purposes of a section 7 statement)—
 - (a) for particulars—
 - (i) in relation to 1 strata unit \$15.00
 - (ii) in relation to 2 strata units on the same strata plan \$28.00
 - (iii) in relation to 3 or more strata units on the same strata plan \$43.00
 - (iv) in any other case—in relation to each certificate of title to land under the *Real Property Act 1886*, or Crown lease, in respect of which particulars are to be provided \$15.00
 - (b) for documentary material—the actual cost incurred by the statutory authority or prescribed body in producing a copy of the document.
- (2) For a section 7 statement or update—
 - (a) for a section 7 statement to be provided by the Department in relation to a certificate of title to land under the *Real Property Act 1886* or a Crown lease \$234.00
 - (b) for an update of such a statement (where the application is made not more than 90 days after the original statement was issued) to be provided by the Department \$117.00
- (3) For a section 7 statement or update for a related title—
 - (a) for a section 7 statement to be provided by the Department in relation to a related title \$35.25

- (b) for an update of such a statement (where the application is made not more than 90 days after the original statement was issued) to be provided by the Department \$8.90

3—Interpretation

In this Schedule—

Department means the Department for Transport, Energy and Infrastructure;

related title means a certificate of title to, or a Crown lease of, land that—

- (a) is contiguous with, and owned or held pursuant to a Crown lease by the same person as, land in relation to which a section 7 statement is to be provided by the Department; and
- (b) is valued by the Valuer-General under the *Valuation of Land Act 1971* conjointly with, and is to be sold at the same time as, the land in relation to which the section 7 statement is to be provided;

section 7 statement means a statement, produced by the Department for the purposes of the preparation of a vendor's statement in relation to land, that includes—

- (a) particulars and documentary material provided by the Department under the Act or these regulations for the purposes of the preparation of the vendor's statement; and
- (b) a search copy of the certificate of title to the land or, in the case of a Crown lease, a copy of the lease;

strata unit includes a community lot (or development lot) and **strata plan** includes a community plan.

Note—

The fees payable to a strata corporation or a community corporation for the provision of information are fixed by regulations under the *Strata Titles Act 1988* and the *Community Titles Act 1996*, respectively.

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
(name of client)

I 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:

Schedule 5—Transitional provisions

1—Section 90 statements prepared before commencement of Act

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.

2—Section 91 statements prepared before commencement of Act

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.

Legislative history

Notes

- Variations of this version that are uncommenced are not incorporated into the text.
- Please note—References in the legislation to other legislation or instruments or to titles of bodies or offices are not automatically updated as part of the program for the revision and publication of legislation and therefore may be obsolete.
- Earlier versions of these regulations (historical versions) are listed at the end of the legislative history.
- For further information relating to the Act and subordinate legislation made under the Act see the Index of South Australian Statutes or www.legislation.sa.gov.au.

Principal regulations and variations

New entries appear in bold.

Year	No	Reference	Commencement
1995	35	<i>Gazette 27.4.1995 p1577</i>	1.6.1995: r 2
1995	43	<i>Gazette 4.5.1995 p1721</i>	4.5.1995: r 2
1995	162	<i>Gazette 27.7.1995 p312</i>	27.7.1995: r 2
1995	216	<i>Gazette 23.11.1995 p1461</i>	1.12.1995: r 2
1996	225	<i>Gazette 10.10.1996 p1346</i>	4.11.1996: r 2
1997	21	<i>Gazette 27.2.1997 p1070</i>	1.3.1997: r 2
1998	155	<i>Gazette 2.7.1998 p26</i>	2.11.1998: r 2
1999	143	<i>Gazette 1.7.1999 p55</i>	1.7.1999: r 2
1999	200	<i>Gazette 30.9.1999 p1395</i>	30.9.1999: r 2
2001	150	<i>Gazette 28.6.2001 p2480</i>	15.7.2001: r 2
2002	156	<i>Gazette 8.8.2002 p3035</i>	8.10.2002: r 2
2003	210	<i>Gazette 23.10.2003 p3883</i>	1.12.2003: r 2
2007	51	<i>Gazette 26.4.2007 p1410</i>	1.6.2007: r 2
2008	209	<i>Gazette 3.7.2008 p3214</i>	28.7.2008: r 2
2008	260	<i>Gazette 25.9.2008 p4588</i>	25.9.2008: r 2
2009	47	<i>Gazette 30.4.2009 p1557</i>	30.4.2009 except Pt 3 (rr 10—13) & Sch 1 cl 1—1.8.2009; and except Pt 4 (rr 14—22) & Sch 1 cl 2—1.9.2009: r 2
2009	181	<i>Gazette 18.6.2009 p2858</i>	1.7.2009: r 2
2009	209	<i>Gazette 23.7.2009 p3351</i>	1.9.2009 immediately after Sch 1 cl 2 of 47/2009 except Pt 3 (r 6) & Sch 1 cl 3—1.3.2010 and except Pt 4 (rr 7 & 8) & Sch 1 cl 4—31.8.2010: r 2

Provisions varied

New entries appear in bold.

Entries that relate to provisions that have been deleted appear in italics.

Provision	How varied	Commencement
Pt 1		
r 2	<i>omitted under Legislation Revision and Publication Act 2002</i>	1.8.2009
r 3		
r 3(1)	inserted by 47/2009 r 10	1.8.2009
acquired a relevant interest in the land		
council search report	inserted by 47/2009 r 14(1)	1.9.2009—not incorporated
Crown lease	inserted by 47/2009 r 4(1)	30.4.2009
domestic partner	inserted by 51/2007 r 22	1.6.2007
prescribed body	inserted by 47/2009 r 4(2)	30.4.2009
property interest report	inserted by 47/2009 r 14(2)	1.9.2009—not incorporated
r 3(3)	inserted by 209/2008 r 4	28.7.2008
Pt 2		
r 5	varied by 225/1996 r 3 varied by 47/2009 r 5(1), (2)	4.11.1996 30.4.2009
r 6A	inserted by 162/1995 r 3 varied by 21/1997 r 3 varied by 210/2003 r 4 varied by 209/2008 r 5(1), (2)	27.7.1995 1.3.1997 1.12.2003 28.7.2008
r 7	varied by 155/1998 r 3 varied by 47/2009 r 11 varied by 47/2009 r 15(1), (2)	2.11.1998 1.8.2009 1.9.2009—not incorporated
r 9	varied by 155/1998 r 4 varied by 47/2009 r 12 varied by 47/2009 r 16(1)—(3)	2.11.1998 1.8.2009 1.9.2009—not incorporated
r 10	varied by 47/2009 r 17	1.9.2009—not incorporated
r 12		
r 12(1)	varied by 225/1996 r 4 varied by 156/2002 r 3 varied by 47/2009 r 6(1), (2) varied by 47/2009 r 18	4.11.1996 8.10.2002 30.4.2009 1.9.2009—not incorporated
r 13	varied by 209/2008 r 6	28.7.2008
r 15		
r 15(1)	varied by 225/1996 r 5 varied by 47/2009 r 7(1)	4.11.1996 30.4.2009

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Legislative history

r 15(1a)	inserted by 47/2009 r 7(2)	30.4.2009
r 15A	inserted by 209/2008 r 7	28.7.2008
r 16	varied by 225/1996 r 6	4.11.1996
	varied by 47/2009 r 19	1.9.2009—not incorporated
r 16A	inserted by 209/2008 r 8	28.7.2008
r 16A(4) and (5)	inserted by 260/2008 r 4	25.9.2008
rr 16B—16D	inserted by 209/2008 r 8	28.7.2008
r 16E	inserted by 209/2008 r 8	28.7.2008
r 16E(1)	varied by 260/2008 r 5(1)—(4)	25.9.2008
r 16F	inserted by 209/2008 r 8	28.7.2008
r 16G	inserted by 209/2008 r 8	28.7.2008
r 16G(1)	varied by 260/2008 r 6(1), (2)	25.9.2008
r 16G(3)—(7)	inserted by 260/2008 r 6(3)	25.9.2008
rr 16H—16J	inserted by 209/2008 r 8	28.7.2008
Pt 3		
r 17		
r 17(1)	varied by 150/2001 r 3	15.7.2001
	varied by 51/2007 r 23	1.6.2007
Pt 4	inserted by 209/2008 r 9	28.7.2008
Sch 1 before substitution by 47/2009		
Form 1		
Contents list	varied by 43/1995 r 3(a)	4.5.1995
Pt A	varied by 43/1995 r 3(b)	4.5.1995
Pt B	varied by 47/2009 r 13(1)	1.8.2009
Pt D	heading varied by 43/1995 r 3(c)	4.5.1995
Sch		
Div 1—Table of Particulars		
Item 4	varied by 225/1996 r 7(a)	4.11.1996
Item 48	varied by 225/1996 r 7(b)	4.11.1996
	substituted by 155/1998 r 5(a)	2.11.1998
Items 49—57	inserted by 155/1998 r 5(a)	2.11.1998
Item 58	inserted by 200/1999 r 3(a)	30.9.1999
Div 2		
Particulars of transactions in last 12 months	substituted by 47/2009 r 13(2)	1.8.2009
Particulars relating to a community lot (including a strata lot)	inserted by 225/1996 r 7(c)	4.11.1996

Particulars of building indemnity insurance	varied by 156/2002 r 4(a)—(c)	8.10.2002
Particulars relating to a development lot	inserted by 225/1996 r 7(c)	4.11.1996
Particulars relating to environment protection	varied by 216/1995 r 3(a)	1.12.1995
	varied by 225/1996 r 7(d)	4.11.1996
	substituted by 155/1998 r 5(b)	2.11.1998
Form 2		
Contents list	varied by 43/1995 r 3(d)	4.5.1995
Pt A	varied by 43/1995 r 3(e)	4.5.1995
Pt B	varied by 47/2009 r 13(3)	1.8.2009
Pt E	heading varied by 43/1995 r 3(f)	4.5.1995
Sch 1		
Div 1		
Trading statement for last 3 financial years	varied by 143/1999 r 3 (Sch cl 12)	1.7.1999
Sch 2		
Div 1—Table of Particulars		
Item 4	varied by 225/1996 r 7(e)	4.11.1996
Item 48	varied by 225/1996 r 7(f)	4.11.1996
	substituted by 155/1998 r 5(c)	2.11.1998
Items 49—57	inserted by 155/1998 r 5(c)	2.11.1998
Item 58	inserted by 200/1999 r 3(b)	30.9.1999
Div 2	varied by 216/1995 r 3(b)	1.12.1995
Particulars of transactions in last 12 months	substituted by 47/2009 r 13(4)	1.8.2009
Particulars of building indemnity insurance	varied by 156/2002 r 4(d)—(f)	8.10.2002
Particulars relating to a community lot (including a strata lot)	inserted by 225/1996 r 7(g)	4.11.1996
Particulars relating to environment protection	varied by 216/1995 r 3(b)	1.12.1995
	varied by 225/1996 r 7(h)	4.11.1996

Land and Business (Sale and Conveyancing) Regulations 1995—1.8.2009 to 31.8.2009

Legislative history

	substituted by 155/1998 r 5(d)	2.11.1998
Sch 1	substituted by 47/2009 r 20	1.9.2009—not incorporated
Form 1		
Sch		
Div 1	varied by 209/2009 r 4(1), (2)	1.9.2009—not incorporated
Div 2		
Particulars relating to environment protection	substituted by 209/2009 r 4(3)	1.9.2009—not incorporated
	varied by 209/2009 r 6(1)—(4)	1.3.2010—not incorporated
	varied by 209/2009 r 7(1), (2)	31.8.2010—not incorporated
Item 5A	inserted by 209/2009 r 7(3)	31.8.2010—not incorporated
Form 2		
Sch 2		
Div 1	varied by 209/2009 r 4(4), (5)	1.9.2009—not incorporated
Div 2		
Particulars relating to environment protection	substituted by 209/2009 r 4(6)	1.9.2009—not incorporated
	varied by 209/2009 r 7(4), (5)	31.8.2010—not incorporated
Item 5A	inserted by 209/2009 r 7(6)	31.8.2010—not incorporated
Sch 1A	inserted by 209/2008 r 10	28.7.2008
Sch 2 before substitution by 47/2009		
Table 1	varied by 155/1998 r 6(a), (b)	2.11.1998
	varied by 200/1999 r 4	30.9.1999
	varied by 47/2009 r 8	30.4.2009
Table 2	varied by 216/1995 r 4	1.12.1995
	varied by 155/1998 r 6(c)—(f)	2.11.1998
	varied by 47/2009 r 8	30.4.2009
Sch 2	substituted by 47/2009 r 21	1.9.2009—not incorporated
	substituted by 209/2009 r 5	1.9.2009—not incorporated
	substituted by 209/2009 r 8	31.8.2010—not incorporated
Schs 2A and 2B	inserted by 209/2008 r 11	28.7.2008
Sch 2C	inserted by 209/2008 r 11	28.7.2008
cl 1		
cl 1(1)	varied by 260/2008 r 7	25.9.2008
Sch 2D	inserted by 209/2008 r 11	28.7.2008
Sch 3 before substitution by 47/2009		
cl 2	varied by 155/1998 r 7(a), (b)	2.11.1998
cl 3		
DENR Statement	deleted by 155/1998 r 7(c)	2.11.1998
Section 7 Statement	inserted by 155/1998 r 7(c)	2.11.1998

<i>strata unit</i>	<i>inserted by 155/1998 r 7(c)</i>	2.11.1998
Sch 3	substituted by 47/2009 r 9	30.4.2009
Sch 3		
cl 1	varied by 47/2009 r 22(1)—(3)	1.9.2009—not incorporated
cl 2		
cl 2(1)	varied by 47/2009 r 22(4)	1.9.2009—not incorporated
cl 2		
cl 2(2)	varied by 47/2009 r 22(5)—(7)	1.9.2009—not incorporated
	varied by 181/2009 r 4(1), (2)	1.7.2009
cl 2		
cl 2(3)	varied by 47/2009 r 22(8)—(10)	1.9.2009—not incorporated
	varied by 181/2009 r 4(3), (4)	1.7.2009
cl 3		
related title	varied by 47/2009 r 22(11)	1.9.2009—not incorporated
section 7 statement	deleted by 47/2009 r 22(12)	1.9.2009—not incorporated

Transitional etc provisions associated with regulations or variations

Land and Business (Sale and Conveyancing) Variation Regulations 2009 (No 47 of 2009), Sch 1

1—Transitional provision relating to Part 3

- (1) A vendor's statement for the purposes of section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* prepared before the commencement of Part 3 of these regulations will be taken to comply with the *Land and Business (Sale and Conveyancing) Regulations 1995* as varied by Part 3 if the statement—
 - (a) was prepared not more than 2 months before the commencement of that Part; and
 - (b) complies with the Act and regulations as in force immediately before the commencement of that Part; and
 - (c) is accurate as at the date of service of the statement on the purchaser.
- (2) A vendor's statement for the purposes of section 8 of the *Land and Business (Sale and Conveyancing) Act 1994* prepared before the commencement of Part 3 of these regulations will be taken to comply with the *Land and Business (Sale and Conveyancing) Regulations 1995* as varied by Part 3 if the statement—
 - (a) was prepared not more than 2 months before the commencement of that Part; and
 - (b) complies with the Act and regulations as in force immediately before the commencement of that Part; and
 - (c) is accurate as at the date of service of the statement on the purchaser.

- (3) A reference in this clause to the date of service of a vendor's statement is, where a notice of amendment to the statement is served for the purposes of section 10 of the *Land and Business (Sale and Conveyancing) Act 1994*, a reference to the presumed date of service of the statement under that section.

Historical versions

Reprint No 1—4.11.1996

Reprint No 2—1.3.1997

Reprint No 3—2.11.1998

Reprint No 4—1.7.1999

Reprint No 5—30.9.1999

Reprint No 6—15.7.2001

Reprint No 7—8.10.2002

Reprint No 8—1.12.2003

1.6.2007

28.7.2008

25.9.2008

30.4.2009

1.7.2009

Appendix—Divisional penalties and expiation fees

At the date of publication of this version 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.