

South Australia

Land and Business (Sale and Conveyancing) Variation Regulations 2009

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) Variation Regulations 2009*.

2—Commencement

- (1) Subject to this regulation, these regulations come into operation on the day on which they are made.
- (2) Part 3 and Schedule 1 clause 1 will come into operation on 1 August 2009.
- (3) Part 4 and Schedule 1 clause 2 will come into operation on 1 September 2009.

3—Variation provisions

In these regulations, a provision under a heading referring to the variation of specified regulations varies the regulations so specified.

Part 2—Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*

4—Variation of regulation 3—Interpretation

- (1) Regulation 3(1)—after the definition of *council* insert:

Crown lease means a leasehold interest granted by the Crown under an Act;
- (2) Regulation 3(1)—after the definition of *domestic partner* insert:

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

5—Variation of regulation 5—Qualified accountant

- (1) Regulation 5(a)—delete paragraph (a) and substitute:
 - (a) CPA Australia; or
- (2) Regulation 5—after paragraph (d) insert:

or

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

6—Variation of regulation 12—Sale of land—prescribed inquiries

- (1) Regulation 12(1)(f)—delete paragraph (f) and substitute:
 - (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
- (2) Regulation 12(1)(h)—delete "community lot or unit" and substitute:
- lot or unit

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

- (1) Regulation 15(1)—delete "or statutory authority " and substitute:
- , statutory authority or prescribed body
- (2) Regulation 15—after subregulation (1) insert:
- (1a) For the purposes of section 12(2) of the Act, an administrative unit of the Public Service is a prescribed body.

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

Schedule 2, tables 1 and 2—delete "Department for Environment, Heritage and Aboriginal Affairs", wherever occurring, and substitute in each case:

Department for Transport, Energy and Infrastructure

9—Substitution of Schedule 3

Schedule 3—delete the Schedule and substitute:

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 <i>Real Property Act 1886</i> , 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 <i>Real Property Act 1886</i> or a Crown lease | \$225.00 |
| (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 | \$112.00 |
- (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 | \$33.70 |
| (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 | \$8.60 |

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.

Part 3—Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*

10—Variation of regulation 3—Interpretation

Regulation 3(1)—before the definition of *Act* insert:

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

11—Variation of regulation 7—Sale of land—form of vendor's statement

Regulation 7(d)—delete "obtained title to" and substitute:

acquired a relevant interest in

12—Variation of regulation 9—Sale of small business—form of vendor's statement

Regulation 9(c)(iii)—delete "obtained title to" and substitute:

acquired a relevant interest in

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

- (1) Schedule 1, Form 1, Part B—delete the item in Part B headed "**Methods of service**" (including the Note at the end of the item) and substitute:

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.

- (2) Schedule 1, Form 1, Schedule, Division 2, item headed "PARTICULARS OF TRANSACTIONS IN LAST 12 MONTHS"—delete the item and substitute:

****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.

- (3) Schedule 1, Form 2, Part B—delete the item in Part B headed "**Methods of service**" (including the Note at the end of the item) and substitute:

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.
- (4) Schedule 1, Form 2, Schedule 2, Division 2, item headed "PARTICULARS OF TRANSACTIONS IN LAST 12 MONTHS"—delete the item and substitute:

****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.

Part 4—Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*

14—Variation of regulation 3—Interpretation

- (1) Regulation 3(1)—after the definition of *council* insert:

council search report means a report by a council that provides particulars and documentary material under the Act or these regulations for the purposes of the preparation of a vendor's statement in relation to land;

- (2) Regulation 3(1)—after the definition of *prescribed body* insert:

property interest report means a report, produced by the Department for Transport, Energy and Infrastructure 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 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.

15—Variation of regulation 7—Sale of land—form of vendor's statement

- (1) Regulation 7(b) and (c)—delete paragraphs (b) and (c) and substitute:

- (b) Part 1 of the table of particulars set out in Division 1 of the Schedule of Form 1; and
- (c) such items in Part 2 of that table as contain prescribed encumbrances or charges that affect, presently or prospectively, title to, or the possession or enjoyment of, the land subject to the sale; and

- (2) Regulation 7—after paragraph (e) insert:

and

- (f) if the land subject to the sale is a community lot under the *Community Titles Act 1996* or a unit under the *Strata Titles Act 1988*—the notice in Division 3 of the Schedule of Form 1.

16—Variation of regulation 9—Sale of small business—form of vendor's statement

- (1) Regulation 9(c)(i) and (ii)—delete subparagraphs (i) and (ii) and substitute:

- (i) Part 1 of the table of particulars set out in Form 2 Schedule 2 Division 1; and
- (ii) such items in Part 2 of that table as contain prescribed encumbrances or charges that affect, presently or prospectively, title to, or the possession or enjoyment of, the land subject to the sale; and

- (2) Regulation 9(c)—after subparagraph (iv) insert:
- (v) if the land subject to the sale is a community lot under the *Community Titles Act 1996* or a unit under the *Strata Titles Act 1988*—the notice in Form 2 Schedule 2 Division 3; and
- (3) Regulation 9(d)—delete "the Stock Act 1990" and substitute:
- Livestock Act 1997*

17—Variation of regulation 10—Sale of small business—prescribed particulars

- Regulation 10(b)—delete "the Stock Act 1990" and substitute:
- Livestock Act 1997*

18—Variation of regulation 12—Sale of land—prescribed inquiries

- Regulation 12(1)(h)—after "community or strata corporation" insert:
- (or, where specified, the Lands Titles Registration Office)

19—Variation of regulation 16—Defences

- Regulation 16(a)(iii)—delete "the community or strata corporation" and substitute:
- the community or strata corporation (or, where Division 2 of the Schedule of Form 1 or Division 2 of Schedule 2 of Form 2 indicates that the information may be obtained from the community or strata corporation or the Lands Titles Registration Office—the community or strata corporation or the Lands Titles Registration Office)

20—Substitution of Schedule 1

- Schedule 1—delete the Schedule and substitute:

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

Form 1—Vendor's statement (section 7)

Land and Business (Sale and Conveyancing) Act 1994

Contents

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- Part B—Purchaser's 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

Preliminary

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:

† means strike out or omit the Part, Division, Particulars or item if not applicable.

* means strike out or omit the option that is not applicable.

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

Part A—Parties and land

- 1 Purchaser:
Address:
- †2 Purchaser's registered agent:
Address:
- 3 Vendor:
Address:
- †4 Vendor's registered agent:
Address:
- 5 Date of contract (if made before this statement is served):
- 6 Description of the land:
[Identify the land including any certificate of title reference]

Part B—Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off

(section 5)

1—Right to cool-off and restrictions on that right

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.

2—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.

3—Form of cooling-off notice

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

4—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.

5—Effect of service

If you serve such a 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,
of

being the *vendor(s)/person authorised to act on behalf of the vendor(s) in relation to the transaction 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 authorised to act 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—

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 the 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) a copy of a document is attached to this statement and—
 - (i) all the required particulars are contained in that document; and
 - (ii) 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 one of the following items in the table:
 - (A) under the heading "General"—
 - Lease, agreement for lease, tenancy agreement or licence
 - Mortgage of land;

- (B) under the heading "Other"—
- Caveat
 - Lien or notice of a lien
 - Charge of any kind affecting the land (not included in another item); 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 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
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Part 1—Items that must be included in statement

[If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.]

General

Easement (whether over the land or annexed to the land) Note—"Easement" includes rights of way and party wall rights.	*YES/NO	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): <i>[attach additional page(s) if more than 1 easement]</i>
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Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
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.)	*YES/NO	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):
Mortgage of land	*YES/NO	Number of mortgage (if registered): Name of mortgagee:
Restrictive covenant	*YES/NO	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

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Development Act 1993</i>		
Part 3—Development Plan	*YES/NO	Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan): Is the land situated in a designated State Heritage Area? *YES/NO Is the land designated as a place of local heritage value? *YES/NO Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO If YES, state the name of the council: Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO
section 42—Condition (that continues to apply) of a development authorisation	*YES/NO	Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:
Repealed Act conditions		
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	*YES/NO	Nature of condition(s):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
Part 2—Items to be included if land affected		
<i>[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]</i>		
<i>Aboriginal Heritage Act 1988</i>		
section 9—Registration in central archives of an Aboriginal site or object	*YES/NO	Particulars of register entry:
section 24—Directions prohibiting or restricting access to, or activities on, a site or an area surrounding a site	*YES/NO	Date of notice: Site or area to which notice relates: Directions (as stated in notice):
Part 3 Division 6—Aboriginal heritage agreement	*YES/NO	Date of agreement: Description of property subject to agreement: Names of parties: Terms of agreement:
<i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986 (repealed)</i>		
section 60—Notice for costs of destruction or control of plants on road reserve	*YES/NO	Date of notice: Name of control board giving notice: Amount payable (as stated in the notice):
<i>Crown Rates and Taxes Recovery Act 1945</i>		
section 5—Notice requiring payment	*YES/NO	Date of notice: Land in respect of which Crown rates and taxes are owing: Amount owing (as stated in the notice):
<i>Development Act 1993</i>		
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	*YES/NO	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	*YES/NO	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
section 55—Order to remove or perform work	*YES/NO	Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any):
section 56—Notice to complete development	*YES/NO	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 57—Land management agreement	*YES/NO	Date of agreement: Names of parties: Terms of agreement:
section 60—Notice of intention by building owner	*YES/NO	Date of notice: Building work proposed (as stated in the notice): Other building work as required pursuant to the Act:
section 69—Emergency order	*YES/NO	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):
section 71—Fire safety notice	*YES/NO	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):

Land and Business (Sale and Conveyancing) Variation Regulations 2009
 Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*—Part 4

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 84—Enforcement notice	*YES/NO	Date notice given: Name of the relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106—Enforcement order	*YES/NO	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2—Proceedings	*YES/NO	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
<i>Emergency Services Funding Act 1998</i>		
section 16—Notice to pay levy	*YES/NO	Date of notice: Amount of levy payable:
<i>Environment Protection Act 1993</i>		
section 59—Environment performance agreement that is registered in relation to the land	*YES/NO	Date of agreement:
section 93—Environment protection order that is registered in relation to the land	*YES/NO	Date of issue: Compliance date(s) specified in the order:
section 99—Clean-up order that is registered in relation to the land	*YES/NO	Date of issue: Compliance date(s) specified in the order: Amount of charge on the land (if applicable and known):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 100—Clean-up authorisation that is registered in relation to the land	*YES/NO	Date of issue: Amount of charge on the land (if known):
<i>Fences Act 1975</i>		
section 5—Notice of intention to perform fencing work	*YES/NO	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:
<i>Fire and Emergency Services Act 2005</i>		
section 56—Notice of action required concerning flammable materials on land	*YES/NO	Date of notice: Name of council: Requirements of notice (as stated therein): Amount payable (if any):
section 83—Notice of action required to protect against outbreak or spread of fire	*YES/NO	Date of notice: Name of authority giving notice: Requirements of notice (as stated therein): Amount payable (if any):

Land and Business (Sale and Conveyancing) Variation Regulations 2009
Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*—Part 4

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Food Act 2001</i>		
section 44—Improvement notice	*YES/NO	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:
section 46—Prohibition order	*YES/NO	Date of order: Name of authority or person who served order: Requirements of order:
<i>Fruit and Plant Protection Act 1992</i>		
section 14 or 15—Notice or order concerning disease	*YES/NO	Date of notice or order: Date of Gazette in which notice published (if applicable): Nature of requirement, restriction or prohibition:
<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
Part 6—risk management allocation	*YES/NO	Is a waterlogging and salinity risk management allocation attached to the whole or any part of the land? *YES/NO If YES, give details of the allocation and the land to which it is attached:
section 56—Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	*YES/NO	Date of notice: Amount payable (as stated in notice):
<i>Heritage Places Act 1993</i>		
section 14(2)(b)—Registration of an object of heritage significance	*YES/NO	Date of registration: Description and location of object registered:
section 17 or 18—Provisional registration or registration	*YES/NO	Description of place registered: Has the place been designated as a place of geological, palaeontological or speleological significance or archaeological significance? *YES/NO If YES, give details:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 30—Stop order	*YES/NO	Date of order: Terms of order:
Part 6—Heritage agreement	*YES/NO	Date of agreement: Description of property subject to agreement: Names of parties: Terms of agreement:
section 38—"No development" order	*YES/NO	Date of order: Terms of order:
<i>Highways Act 1926</i>		
Part 2A—Declaration as to access from any road abutting the land	*YES/NO	Date of declaration: Description of boundary of land affected:
<i>Housing Improvement Act 1940</i>		
section 23—declaration that house is undesirable or unfit for human habitation	*YES/NO	Date of declaration: Those particulars required to be provided by a council under section 23:
Part 7 (rent control for substandard houses)—notice or declaration	*YES/NO	Date of notice or declaration: Those particulars required to be provided by the housing authority under section 60:
<i>Land Acquisition Act 1969</i>		
section 10—Notice of intention to acquire	*YES/NO	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):
<i>Land Tax Act 1936</i>		
Notice, order or demand for payment of land tax	*YES/NO	Date of notice, order or demand: Amount payable (as stated in the notice):

Land and Business (Sale and Conveyancing) Variation Regulations 2009
 Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*—Part 4

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Local Government Act 1934</i>		
Notice, order, declaration, charge, claim or demand given or made under the Act	*YES/NO	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
<i>Local Government Act 1999</i>		
Notice, order, declaration, charge, claim or demand given or made under the Act	*YES/NO	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
<i>Metropolitan Adelaide Road Widening Plan Act 1972</i>		
section 6—Restriction on building work	*YES/NO	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):
<i>Mining Act 1971</i>		
Mining tenement (other than an exploration licence)	*YES/NO	Type of tenement: Terms of tenement: Condition(s) (if any) the tenement is subject to:
Proclamation with respect to a private mine	*YES/NO	Date of proclamation:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Native Vegetation Act 1991</i>		
Part 4 Division 1—Heritage agreement	*YES/NO	Date of agreement: Description of property subject to agreement: Names of parties: Terms of agreement:
Part 5 Division 1—Refusal to grant consent, or condition of a consent, to clear native vegetation	*YES/NO	Date of refusal or grant of consent: If consent given, condition(s) (if any) of the consent:
<i>Natural Resources Management Act 2004</i>		
section 97—Notice to pay levy in respect of costs of regional NRM board	*YES/NO	Date of notice: Amount of levy payable:
section 105—Notice to pay levy in respect of right to take water or taking of water	*YES/NO	Date of notice: Amount of levy payable:
section 115—Notice declaring a penalty	*YES/NO	Date of notice: Amount of penalty payable:
section 123—Notice to prepare an action plan for compliance with general statutory duty	*YES/NO	Date of notice: Name of authority or person that issued notice: Requirements of notice (as specified therein):
section 130—Notice to rectify effects of unauthorised activity	*YES/NO	Date of notice: Name of relevant authority that issued notice: Requirements of notice (as specified therein):
section 131—Notice to maintain watercourse or lake in good condition	*YES/NO	Date of notice: Name of relevant authority that issued notice: Requirements of notice (as specified therein):

Land and Business (Sale and Conveyancing) Variation Regulations 2009
Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*—Part 4

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 132—Notice restricting the taking of water or directing action in relation to the taking of water	*YES/NO	Date of notice: Water resource to which notice applies: Requirements of notice (as specified therein):
section 134—Notice to remove or modify a dam, embankment, wall or other obstruction or object	*YES/NO	Date of notice: Requirements of notice (as specified therein):
section 135—Condition (that remains in force) of a permit	*YES/NO	Date of permit: Name of relevant authority that granted permit: Condition(s) of permit:
section 145—Notice to take remedial or other action in relation to a well	*YES/NO	Date of notice: Location of well: Requirements of notice (as specified therein):
section 181—Notice of instruction as to keeping of animal or plant in control area	*YES/NO	Date of notice: Name of authorised officer who issued notice: Requirements of notice (as specified therein):
section 183—Notice to prepare an action plan for the destruction or control of animals or plants	*YES/NO	Date of notice: Name of authorised officer who issued notice: Requirements of notice (as specified therein):
section 185—Notice to pay costs of destruction or control of animals or plants on road reserve	*YES/NO	Date of notice: Name of authority that issued notice: Amount payable (as specified in notice):
section 187—Notice requiring control or quarantine of animal or plant	*YES/NO	Date of notice: Requirements of notice (as specified therein):

Land and Business (Sale and Conveyancing) Variation Regulations 2009
 Part 4—Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 193—Protection order to secure compliance with specified provisions of the Act	*YES/NO	Date of order: Name of authority or person who issued order: Requirements of order (as specified therein):
section 195—Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	*YES/NO	Date of order: Name of authority or person who issued order: Requirements of order (as specified therein):
section 197—Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	*YES/NO	Date of authorisation: Name of relevant authority that issued authorisation: Person authorised to take action: Requirements of authorisation (as specified therein):
<i>Phylloxera and Grape Industry Act 1995</i>		
section 23(1)—Notice of contribution payable	*YES/NO	Date of notice: Name of person or body giving notice: Terms of notice: Amount payable (as stated in notice):
<i>Public and Environmental Health Act 1987</i>		
Part 3—Notice	*YES/NO	Date of notice: Name of council or other authority giving notice: Requirements of notice:
section 36—Direction to avert spread of disease	*YES/NO	Date direction given: Name of authority giving direction: Nature of direction:
<i>Public and Environmental Health (Waste Control) Regulations 1995</i> Part 2—Condition (that continues to apply) of an approval	*YES/NO	Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval:

Land and Business (Sale and Conveyancing) Variation Regulations 2009
Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*—Part 4

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Public and Environmental Health (Waste Control) Regulations 1995</i> regulation 19—Maintenance order (that has not been complied with)	*YES/NO	Date of order: Name of authority giving order: Requirements of order:
<i>Sewerage Act 1929</i>		
Notice, order or demand for payment of sewerage rates, other amounts payable or other requirements made under the Act	*YES/NO	Date of notice, order or demand: Amount payable (as stated in the notice): Nature of requirement made:
<i>Upper South East Dryland Salinity and Flood Management Act 2002</i>		
section 23—Notice of contribution payable	*YES/NO	Date of notice: Terms of notice: Amount payable:
<i>Water Resources Act 1997</i>		
section 18 (repealed)—Condition (that remains in force) of a permit	*YES/NO	Date of permit: Name of relevant authority that granted permit: Condition(s) of permit:
section 125 (or a corresponding previous enactment)—Notice to pay levy	*YES/NO	Date of notice: Amount of levy payable:
<i>Waterworks Act 1932</i>		
Notice, order or demand for payment of water rates, other amounts payable or other requirements made under the Act	*YES/NO	Date of notice, order or demand: Amount payable (as stated in the notice): Nature of requirement made:
Other		
Caveat	*YES/NO	Name and address of caveator: Particulars of interest claimed:
Lien or notice of a lien	*YES/NO	Land or other property subject to lien: Nature of lien: Name and address of person who has imposed lien or given notice of it:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
Charge of any kind affecting the land (not included in another item)	*YES/NO	Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known):

†Schedule—Division 2—Other particulars

(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 community lot (including strata lot) or development lot

- 1 Name of community corporation:
Address of community corporation:
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:

- (a) particulars of contributions payable in relation to the lot (including details of arrears of contributions related to the lot):
- (b) particulars of 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:
- (d) if the lot is a development lot, 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:
- (e) if the lot is a community lot, particulars of the lot entitlement of the lot:

[State "not known" next to any particulars not supplied by the community corporation by the date of this statement and not known to the vendor.]

4 Documents supplied by the community corporation that are enclosed:

- (a) a copy of the minutes of the general meetings of the community corporation and management committee *for the 2 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.

[State "not supplied" next to any document not supplied by the community corporation by the date of this statement.]

5 If "not known" or "not supplied" has been specified for an item in 3 or 4, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

6 The following documents are enclosed:

- †(a) a copy of the scheme description (if any) and the development contract (if any);
- (b) a copy of the by-laws of the community scheme.

†7 The following additional particulars are known to the vendor or have been supplied by the community corporation:

8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.
Name:

Address:

Note—

- 1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)—(d) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation: see sections 139 and 140 of the *Community Titles Act 1996*.
- 2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- 3 All owners of a community lot or 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.
- 4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

†Particulars relating to strata unit

- 1 Name of strata corporation:
Address of strata corporation:
- 2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the strata corporation or known to the vendor:
 - (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:
 - (d) particulars of the unit entitlement of the unit:

[State "not known" next to any particulars not supplied by the strata corporation by the date of this statement and not known to the vendor.]
- 4 Documents supplied by the strata corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the strata corporation and management committee *for the 2 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 current policies of insurance taken out by the strata corporation.

[State "not supplied" next to any document not supplied by the strata corporation by the date of this statement.]

- 5 If "not known" or "not supplied" has been specified for an item in 3 or 4, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:
- 6 A copy of the articles of the strata corporation is enclosed.
- †7 The following additional particulars are known to the vendor or have been supplied by the strata corporation:
- 8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.
Name:
Address:

Note—

- 1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)—(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, the duplicate certificate of title for the common property and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- 2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- 3 All owners of a strata unit are bound by the articles 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.
- 4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

†Particulars of building indemnity insurance

Note—

Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Development Act 1993* or the repealed *Building Act 1971* is or 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 under section 45 of that Act.

- 1 Name(s) of person(s) insured:
- 2 Name of insurer:
- 3 Limitations on the liability of the insurer:
- 4 Name of builder:
- 5 Builder's licence number:
- 6 Date of issue of insurance:
- 7 Description of insured building work:

Exemption from holding insurance under the *Building Work Contractors Act 1995*

If particulars of insurance are not given—

Has an exemption been granted 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 asbestos in buildings on 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

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

†1—Land in an irrigation district under the *Irrigation Act 1994*

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:

†2—Land in the Renmark Irrigation District

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:

†3—Land not within any kind of irrigation district

- (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, or drained from 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 land used to carry on the business of primary production (managed as a single unit for the purpose) 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.

1—Activities undertaken on land

- (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

If YES, give details of the activity or activities that the vendor is aware of:

- (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

If YES, give details of the activity or activities that the vendor is aware of:

2—Environmental assessments

- (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

If YES, give details of the assessment or assessments that the vendor is aware of:

- (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

If YES, give details of the assessment or assessments that the vendor is aware of:

- (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.

3—Waste depots

- (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.

4—Production of certain waste

- (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.

5—Waste on land

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 the items under the heading *Environment Protection Act 1993* in the Table of Particulars in this Statement. Details of such a registered document may also be obtained from the Lands Titles Registration Office.

†Particulars relating to *Livestock Act 1997*

- 1 Has any notice under section 33 or 37 of the *Livestock Act 1997* been made that affects, presently or prospectively, enjoyment of the land?

*YES/NO

If YES, give details of the following:

Date of notice:

Terms of notice:

- 2 Has any order under section 38, or notice under section 72, of the *Livestock Act 1997* been issued to the vendor in relation to the land or any building on the land? *YES/NO

If YES, give details of the following:

Date of order or notice:

Terms of order or notice:

†Schedule—Division 3—Community lots and strata units

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed-use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

Form 2—Vendor’s statement (section 8)

Land and Business (Sale and Conveyancing) Act 1994

Contents

Preliminary

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Part B—Purchaser's 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

Preliminary

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:

† means strike out or omit the Part, Schedule, Division, Particulars or item if not applicable.

* means strike out or omit the option that 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 *Livestock Act 1997*" 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.

Part A—Parties and business

- 1 Purchaser:
Address:
- †2 Purchaser's registered agent:
Address:
- 3 Vendor:
Address:
- †4 Vendor's registered agent:
Address:
- 5 Date of contract (if made before this statement is served):
- 6 Description of business:
Address where business carried on:
- †7 Description of the land:
[Identify the land including any certificate of title reference]

Part B—Purchaser's cooling-off rights and proceeding with the purchase

To the purchaser:

Right to cool-off

(section 5)

1—Right to cool-off and restrictions on that right

You may notify the vendor of your intention not to be bound by the contract for the sale of the 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 5 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.

2—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.

3—Form of cooling-off notice

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

4—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.

5—Effect of service

If you serve such a 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 business.

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,
of

being the *vendor(s)/person authorised to act on behalf of the vendor(s) in relation to the transaction 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,

†for [*name of business that the accountant represents*]

of

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:
*[Insert qualifications];*and

OR

- †(i) 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, eg 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 authorised to act on behalf of *Vendor's/Purchaser's agent

Schedule 1—Division 1—Prescribed particulars relating to business

(section 8(1)(b))

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 1 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.

1—Summary

Name of vendor:

Location of business:

Date vendor commenced in the business:

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

2—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.

3—Trading statement for last 3 financial years

	Period From: To:	Period From: To:	Period From: To:
Gross takings (sales)			
<i>Less:</i>			
cost of goods sold			
opening stock			
<i>plus</i> purchases			
<i>less</i> closing stock			
Profit from sales	\$	\$	\$
Profit from sales as a percentage of gross takings		%	%
		%	%
<i>Add</i>			
other income received:			
fees			
commissions			
other [<i>specify</i>]			
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)			

	Period From: To:	Period From: To:	Period From: To:
Stationery and postage			
Superannuation employer contributions:			
• award/productivity superannuation			
• Commonwealth superannuation guarantee charge/levy			
• employer superannuation scheme			
Telephone			
Training expenses (other than by way of wages or salary paid to employee)			
Wages and salaries			
WorkCover levy			
Wrappings			
Sundries			
Other expenses [<i>specify</i>]			
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—Further prescribed particulars relating to business

(section 8(1)(b))

- 1 (1) The vendor has carried on the business for a period of *years/months commencing on:
- (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 *verbal/in writing but not registered on the certificate of title/registered on the certificate of title.
- (2) The particulars of the vendor's *lease/tenancy agreement/licence are as follows:
- (a) date of current *lease/tenancy agreement/licence:
 - (b) term of current *lease/tenancy agreement/licence:
 - (c) date of expiry of current *lease/tenancy agreement/licence:
 - (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:
 - (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? *YES/NO
If YES, give details:
- (4) Is the vendor aware of any written notice served on the landlord or licensor, or any circumstance, that may prospectively have a significant adverse effect on the business? *YES/NO
If YES, give details:
- 3 (1) The following goods (including plant, equipment, fixtures, fittings and stock in trade) in which any person has a present or contingent interest (whether by virtue of a mortgage, charge, lease or otherwise) are included in the sale:

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

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

- 4 Has any order been given under section 46 of the *Food Act 2001* prohibiting the use of unclean, insanitary or unfit equipment for the manufacture, processing, transportation, preservation, display or other handling of food for sale? *YES/NO
If YES, specify—
Date order given:
Name of authority or person giving the order:
Requirements of the order:
- 5 (1) Is any plant to be sold that contains, or has on it, any material that consists of or contains asbestos? *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 to 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:
- (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? *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 to 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:
- Note—**
Asbestos means asbestos as defined in the *Occupational Health, Safety and Welfare Regulations 1995*.
- 6 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:

- 7 During the period referred to in item 6, have any circumstances arisen or have any trading practices been adopted (including any substantial discounting of goods or services) that have affected—
- (a) the gross profit of the business in dollar terms? *YES/NO
 - (b) the gross profit of the business in percentage terms? *YES/NO

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

- †8 (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 or omit this item if the sale is by auction)

- 9 (1) Does the business operate as a *company/sole trader/partnership/association, charitable or other organisation?
- (2) Does the vendor work in the business? *YES/NO
 - (3) Does any other person work in the business? *YES/NO
 - (4) If the business operates as a partnership, are all of the other persons who work in the business partners in the business? *YES/NO
 - (5) Has the vendor ever been registered with WorkCover Corporation as an employer? *YES/NO
If YES, is the vendor currently so registered? *YES/NO
 - (6) Is a WorkCover Statement attached for each location of the business? *YES/NO

Note—

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.

- 10 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

¹If a person works in the business more than 20 hours per week, also provide the employee's name in the first column.

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

- 11 Is there any current entitlement in excess of 3 working days in respect of any employee to—
- (a) Long service leave *YES/NO
 - (b) Annual recreation leave *YES/NO
 - (c) Sick leave *YES/NO
 - (d) Other leave *YES/NO
- If YES, specify type of leave:

- 12 The vendor's income tax return was lodged by—

Name:

Address:

Occupation:

The year of the last return being:

†Schedule 2—Division 1—Particulars of mortgages, charges and prescribed encumbrances affecting the land

(section 7(1)(b))

Note—

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 the 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) a copy of a document is attached to this statement and—
 - (i) all the required particulars are contained in that document; and
 - (ii) 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 one of the following items in the table:
 - (A) under the heading "General"—
 - Lease, agreement for lease, tenancy agreement or licence
 - Mortgage of land;
 - (B) under the heading "Other"—
 - Caveat
 - Lien or notice of a lien
 - Charge of any kind affecting the land (not included in another item); 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 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
--	---	--

Part 1—Items that must be included in statement

[If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in column 1.]

General

Easement (whether over the land or annexed to the land) Note—"Easement" includes rights of way and party wall rights.	*YES/NO	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): <i>[attach additional page(s) if more than 1 easement]</i>
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.)	*YES/NO	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):
Mortgage of land	*YES/NO	Number of mortgage (if registered): Name of mortgagee:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
Restrictive covenant	*YES/NO	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
<i>Development Act 1993</i>		
Part 3—Development Plan	*YES/NO	Title or other brief description of zone or policy area in which the land is situated (as shown in the Development Plan): Is the land situated in a designated State Heritage Area? *YES/NO Is the land designated as a place of local heritage value? *YES/NO Is there a current Development Plan Amendment released for public consultation by a council on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO If YES, state the name of the council: Is there a current Development Plan Amendment released for public consultation by the Minister on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation? *YES/NO
section 42—Condition (that continues to apply) of a development authorisation	*YES/NO	Date of authorisation: Name of relevant authority that granted authorisation: Condition(s) of authorisation:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
Repealed Act conditions		
Condition (that continues to apply) of an approval or authorisation granted under the <i>Building Act 1971</i> (repealed), the <i>City of Adelaide Development Control Act 1976</i> (repealed), the <i>Planning Act 1982</i> (repealed) or the <i>Planning and Development Act 1966</i> (repealed)	*YES/NO	Nature of condition(s):
Part 2—Items to be included if land affected		
<i>[If an item is not applicable, strike it out or write "NOT APPLICABLE" or "N/A" in column 1, or else omit the items and headings that are not applicable.]</i>		
<i>Aboriginal Heritage Act 1988</i>		
section 9—Registration in central archives of an Aboriginal site or object	*YES/NO	Particulars of register entry:
section 24—Directions prohibiting or restricting access to, or activities on, a site or an area surrounding a site	*YES/NO	Date of notice: Site or area to which notice relates: Directions (as stated in notice):
Part 3 Division 6—Aboriginal heritage agreement	*YES/NO	Date of agreement: Description of property subject to agreement: Names of parties: Terms of agreement:
<i>Animal and Plant Control (Agricultural Protection and Other Purposes) Act 1986</i> (repealed)		
section 60—Notice for costs of destruction or control of plants on road reserve	*YES/NO	Date of notice: Name of control board giving notice: Amount payable (as stated in the notice):
<i>Crown Rates and Taxes Recovery Act 1945</i>		
section 5—Notice requiring payment	*YES/NO	Date of notice: Land in respect of which Crown rates and taxes are owing: Amount owing (as stated in the notice):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Development Act 1993</i>		
section 50(1)—Requirement to vest land in a council or the Crown to be held as open space	*YES/NO	Date requirement given: Name of body giving requirement: Nature of requirement: Contribution payable (if any):
section 50(2)—Agreement to vest land in a council or the Crown to be held as open space	*YES/NO	Date of agreement: Names of parties: Terms of agreement: Contribution payable (if any):
section 55—Order to remove or perform work	*YES/NO	Date of order: Terms of order: Building work (if any) required to be carried out: Amount payable (if any):
section 56—Notice to complete development	*YES/NO	Date of notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 57—Land management agreement	*YES/NO	Date of agreement: Names of parties: Terms of agreement:
section 60—Notice of intention by building owner	*YES/NO	Date of notice: Building work proposed (as stated in the notice): Other building work as required pursuant to the Act:
section 69—Emergency order	*YES/NO	Date of order: Name of authorised officer who made order: Name of authority that appointed the authorised officer: Nature of order: Amount payable (if any):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 71—Fire safety notice	*YES/NO	Date of notice: Name of authority giving notice: Requirements of notice: Building work (if any) required to be carried out: Amount payable (if any):
section 84—Enforcement notice	*YES/NO	Date notice given: Name of the relevant authority giving notice: Nature of directions contained in notice: Building work (if any) required to be carried out: Amount payable (if any):
section 85(6), 85(10) or 106—Enforcement order	*YES/NO	Date order made: Name of court that made order: Action number: Names of parties: Terms of order: Building work (if any) required to be carried out:
Part 11 Division 2—Proceedings	*YES/NO	Date of commencement of proceedings: Date of determination or order (if any): Terms of determination or order (if any):
<i>Emergency Services Funding Act 1998</i>		
section 16—Notice to pay levy	*YES/NO	Date of notice: Amount of levy payable:
<i>Environment Protection Act 1993</i>		
section 59—Environment performance agreement that is registered in relation to the land	*YES/NO	Date of agreement:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 93—Environment protection order that is registered in relation to the land	*YES/NO	Date of issue: Compliance date(s) specified in the order:
section 99—Clean-up order that is registered in relation to the land	*YES/NO	Date of issue: Compliance date(s) specified in the order: Amount of charge on the land (if applicable and known):
section 100—Clean-up authorisation that is registered in relation to the land	*YES/NO	Date of issue: Amount of charge on the land (if known):
<i>Fences Act 1975</i>		
section 5—Notice of intention to perform fencing work	*YES/NO	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:
<i>Fire and Emergency Services Act 2005</i>		
section 56—Notice of action required concerning flammable materials on land	*YES/NO	Date of notice: Name of council: Requirements of notice (as stated therein): Amount payable (if any):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 83—Notice of action required to protect against outbreak or spread of fire	*YES/NO	Date of notice: Name of authority giving notice: Requirements of notice (as stated therein): Amount payable (if any):
<i>Food Act 2001</i>		
section 44—Improvement notice	*YES/NO	Date of notice: Name of authorised officer who served notice: Name of authority that appointed officer: Requirements of notice:
section 46—Prohibition order	*YES/NO	Date of order: Name of authority or person who served order: Requirements of order:
<i>Fruit and Plant Protection Act 1992</i>		
section 14 or 15—Notice or order concerning disease	*YES/NO	Date of notice or order: Date of Gazette in which notice published (if applicable): Nature of requirement, restriction or prohibition:
<i>Ground Water (Qualco-Sunlands) Control Act 2000</i>		
Part 6—risk management allocation	*YES/NO	Is a waterlogging and salinity risk management allocation attached to the whole or any part of the land? *YES/NO If YES, give details of the allocation and the land to which it is attached:
section 56—Notice to pay share of Trust costs, or for unauthorised use of water, in respect of irrigated property	*YES/NO	Date of notice: Amount payable (as stated in notice):
<i>Heritage Places Act 1993</i>		
section 14(2)(b)—Registration of an object of heritage significance	*YES/NO	Date of registration: Description and location of object registered:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 17 or 18—Provisional registration or registration	*YES/NO	Description of place registered: Has the place been designated as a place of geological, palaeontological or speleological significance or archaeological significance? *YES/NO If YES, give details:
section 30—Stop order	*YES/NO	Date of order: Terms of order:
Part 6—Heritage agreement	*YES/NO	Date of agreement: Description of property subject to agreement: Names of parties: Terms of agreement:
section 38—"No development" order	*YES/NO	Date of order: Terms of order:
<i>Highways Act 1926</i>		
Part 2A—Declaration as to access from any road abutting the land	*YES/NO	Date of declaration: Description of boundary of land affected:
<i>Housing Improvement Act 1940</i>		
section 23—declaration that house is undesirable or unfit for human habitation	*YES/NO	Date of declaration: Those particulars required to be provided by a council under section 23:
Part 7 (rent control for substandard houses)—notice or declaration	*YES/NO	Date of notice or declaration: Those particulars required to be provided by the housing authority under section 60:
<i>Land Acquisition Act 1969</i>		
section 10—Notice of intention to acquire	*YES/NO	Date of notice: Name of Authority who served notice: Description of land intended to be acquired (as described in the notice):

Land and Business (Sale and Conveyancing) Variation Regulations 2009
Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*—Part 4

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Land Tax Act 1936</i>		
Notice, order or demand for payment of land tax	*YES/NO	Date of notice, order or demand: Amount payable (as stated in the notice):
<i>Local Government Act 1934</i>		
Notice, order, declaration, charge, claim or demand given or made under the Act	*YES/NO	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
<i>Local Government Act 1999</i>		
Notice, order, declaration, charge, claim or demand given or made under the Act	*YES/NO	Date of notice, order etc: Name of council by which, or person by whom, notice, order etc is given or made: Land subject thereto: Nature of requirements contained in notice, order etc: Time for carrying out requirements: Amount payable (if any):
<i>Metropolitan Adelaide Road Widening Plan Act 1972</i>		
section 6—Restriction on building work	*YES/NO	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):
<i>Mining Act 1971</i>		
Mining tenement (other than an exploration licence)	*YES/NO	Type of tenement: Terms of tenement: Condition(s) (if any) the tenement is subject to:

Land and Business (Sale and Conveyancing) Variation Regulations 2009
 Part 4—Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
Proclamation with respect to a private mine	*YES/NO	Date of proclamation:
<i>Native Vegetation Act 1991</i>		
Part 4 Division 1—Heritage agreement	*YES/NO	Date of agreement: Description of property subject to agreement: Names of parties: Terms of agreement:
Part 5 Division 1—Refusal to grant consent, or condition of a consent, to clear native vegetation	*YES/NO	Date of refusal or grant of consent: If consent given, condition(s) (if any) of the consent:
<i>Natural Resources Management Act 2004</i>		
section 97—Notice to pay levy in respect of costs of regional NRM board	*YES/NO	Date of notice: Amount of levy payable:
section 105—Notice to pay levy in respect of right to take water or taking of water	*YES/NO	Date of notice: Amount of levy payable:
section 115—Notice declaring a penalty	*YES/NO	Date of notice: Amount of penalty payable:
section 123—Notice to prepare an action plan for compliance with general statutory duty	*YES/NO	Date of notice: Name of authority or person that issued notice: Requirements of notice (as specified therein):
section 130—Notice to rectify effects of unauthorised activity	*YES/NO	Date of notice: Name of relevant authority that issued notice: Requirements of notice (as specified therein):
section 131—Notice to maintain watercourse or lake in good condition	*YES/NO	Date of notice: Name of relevant authority that issued notice: Requirements of notice (as specified therein):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 132—Notice restricting the taking of water or directing action in relation to the taking of water	*YES/NO	Date of notice: Water resource to which notice applies: Requirements of notice (as specified therein):
section 134—Notice to remove or modify a dam, embankment, wall or other obstruction or object	*YES/NO	Date of notice: Requirements of notice (as specified therein):
section 135—Condition (that remains in force) of a permit	*YES/NO	Date of permit: Name of relevant authority that granted permit: Condition(s) of permit:
section 145—Notice to take remedial or other action in relation to a well	*YES/NO	Date of notice: Location of well: Requirements of notice (as specified therein):
section 181—Notice of instruction as to keeping of animal or plant in control area	*YES/NO	Date of notice: Name of authorised officer who issued notice: Requirements of notice (as specified therein):
section 183—Notice to prepare an action plan for the destruction or control of animals or plants	*YES/NO	Date of notice: Name of authorised officer who issued notice: Requirements of notice (as specified therein):
section 185—Notice to pay costs of destruction or control of animals or plants on road reserve	*YES/NO	Date of notice: Name of authority that issued notice: Amount payable (as specified in notice):
section 187—Notice requiring control or quarantine of animal or plant	*YES/NO	Date of notice: Requirements of notice (as specified therein):

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
section 193—Protection order to secure compliance with specified provisions of the Act	*YES/NO	Date of order: Name of authority or person who issued order: Requirements of order (as specified therein):
section 195—Reparation order requiring specified action or payment to make good damage resulting from contravention of the Act	*YES/NO	Date of order: Name of authority or person who issued order: Requirements of order (as specified therein):
section 197—Reparation authorisation authorising specified action to make good damage resulting from contravention of the Act	*YES/NO	Date of authorisation: Name of relevant authority that issued authorisation: Person authorised to take action: Requirements of authorisation (as specified therein):
<i>Phylloxera and Grape Industry Act 1995</i>		
section 23(1)—Notice of contribution payable	*YES/NO	Date of notice: Name of person or body giving notice: Terms of notice: Amount payable (as stated in notice):
<i>Public and Environmental Health Act 1987</i>		
Part 3—Notice	*YES/NO	Date of notice: Name of council or other authority giving notice: Requirements of notice:
section 36—Direction to avert spread of disease	*YES/NO	Date direction given: Name of authority giving direction: Nature of direction:
<i>Public and Environmental Health (Waste Control) Regulations 1995</i> Part 2—Condition (that continues to apply) of an approval	*YES/NO	Date of approval: Name of relevant authority that granted the approval: Condition(s) of approval:

Land and Business (Sale and Conveyancing) Variation Regulations 2009
Variation of *Land and Business (Sale and Conveyancing) Regulations 1995*—Part 4

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
<i>Public and Environmental Health (Waste Control) Regulations 1995</i> regulation 19—Maintenance order (that has not been complied with)	*YES/NO	Date of order: Name of authority giving order: Requirements of order:
<i>Sewerage Act 1929</i>		
Notice, order or demand for payment of sewerage rates, other amounts payable or other requirements made under the Act	*YES/NO	Date of notice, order or demand: Amount payable (as stated in the notice): Nature of requirement made:
<i>Upper South East Dryland Salinity and Flood Management Act 2002</i>		
section 23—Notice of contribution payable	*YES/NO	Date of notice: Terms of notice: Amount payable:
<i>Water Resources Act 1997</i>		
section 18 (repealed)—Condition (that remains in force) of a permit	*YES/NO	Date of permit: Name of relevant authority that granted permit: Condition(s) of permit:
section 125 (or a corresponding previous enactment)—Notice to pay levy	*YES/NO	Date of notice: Amount of levy payable:
<i>Waterworks Act 1932</i>		
Notice, order or demand for payment of water rates, other amounts payable or other requirements made under the Act	*YES/NO	Date of notice, order or demand: Amount payable (as stated in the notice): Nature of requirement made:
Other		
Caveat	*YES/NO	Name and address of caveator: Particulars of interest claimed:
Lien or notice of a lien	*YES/NO	Land or other property subject to lien: Nature of lien: Name and address of person who has imposed lien or given notice of it:

Column 1 Prescribed encumbrance	Column 2 Is the encumbrance to be discharged or satisfied prior to or at settlement?	Column 3 Other particulars required
Charge of any kind affecting the land (not included in another item)	*YES/NO	Person or body in whose favour charge exists: Nature of charge: Amount of charge (if known):

†Schedule 2—Division 2—Other particulars

(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 relating to community lot (including strata lot)

- 1 Name of community corporation:
Address of community corporation:
- 2 Application must be made in writing to the community corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the community corporation for the documents referred to in 6 unless those documents are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the community corporation or known to the vendor:

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

[State "not known" next to any particulars not supplied by the community corporation by the date of this statement and not known to the vendor.]

- 4 Documents supplied by the community corporation that are enclosed:
- (a) a copy of the minutes of the general meetings of the community corporation and management committee *for the 2 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.

[State "not supplied" next to any document not supplied by the community corporation by the date of this statement.]

- 5 If "not known" or "not supplied" has been specified for an item in 3 or 4, set out the date of the application made to the community corporation and give details of any other steps taken to obtain the particulars or documents concerned:

- 6 The following documents are enclosed:

- †(a) a copy of the scheme description (if any) and the development contract (if any);
- (b) a copy of the by-laws of the community scheme.

- †7 The following additional particulars are known to the vendor or have been supplied by the community corporation:

- 8 Further inquiries may be made to the secretary of the community corporation or the appointed community scheme manager.
Name:
Address:

Note—

- 1 A community corporation must (on application by or on behalf of a current or prospective owner or other relevant person) provide the particulars and documents referred to in 3(a)—(c) and 4 and must also make available for inspection any information required to establish the current financial position of the corporation: see sections 139 and 140 of the *Community Titles Act 1996*.
- 2 Copies of the scheme description, the development contract or the by-laws of the community scheme may be obtained from the community corporation or from the Lands Titles Registration Office.
- 3 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.
- 4 For a brief description of some of the matters that need to be considered before purchasing a community lot, see Division 3 of this Schedule.

†Particulars relating to strata unit

- 1 Name of strata corporation:
Address of strata corporation:
- 2 Application must be made in writing to the strata corporation for the particulars and documents referred to in 3 and 4. Application must also be made in writing to the strata corporation for the articles referred to in 6 unless the articles are obtained from the Lands Titles Registration Office.
- 3 Particulars supplied by the strata corporation or known to the vendor:
 - (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:
 - (d) particulars of the unit entitlement of the unit:

[State "not known" next to any particulars not supplied by the strata corporation by the date of this statement and not known to the vendor.]
- 4 Documents supplied by the strata corporation that are enclosed:
 - (a) a copy of the minutes of the general meetings of the strata corporation and management committee *for the 2 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 current policies of insurance taken out by the strata corporation.

[State "not supplied" next to any document not supplied by the strata corporation by the date of this statement.]

- 5 If "not known" or "not supplied" has been specified for an item in 3 or 4, set out the date of the application made to the strata corporation and give details of any other steps taken to obtain the particulars or documents concerned:
- 6 A copy of the articles of the strata corporation is enclosed.
- †7 The following additional particulars are known to the vendor or have been supplied by the strata corporation:
- 8 Further inquiries may be made to the secretary of the strata corporation or the appointed strata manager.
Name:
Address:

Note—

- 1 A strata corporation must (on application by or on behalf of a current owner, prospective purchaser or other relevant person) provide the particulars and documents referred to in 3(a)—(c), 4 and 6 and must also make available for inspection its accountancy records and minute books, the duplicate certificate of title for the common property and any documents in its possession relating to the design and construction of the buildings or improvements on the site or relating to the strata scheme.
- 2 Copies of the articles of the strata corporation may also be obtained from the Lands Titles Registration Office.
- 3 All owners of a strata unit are bound by the articles 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.
- 4 For a brief description of some of the matters that need to be considered before purchasing a strata unit, see Division 3 of this Schedule.

†Particulars of building indemnity insurance

Note—

Building indemnity insurance is not required for—

- (a) domestic building work for which approval under the *Development Act 1993* or the repealed *Building Act 1971* is or 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 under section 45 of that Act.

- 1 Name(s) of person(s) insured:
- 2 Name of insurer:
- 3 Limitations on the liability of the insurer:
- 4 Name of builder:
- 5 Builder's licence number:
- 6 Date of issue of insurance:
- 7 Description of insured building work:

Exemption from holding insurance under the *Building Work Contractors Act 1995*

If particulars of insurance are not given—

Has an exemption been granted 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 asbestos in buildings on 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

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

†1—Land in an irrigation district under the *Irrigation Act 1994*

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:

†2—Land in the Renmark Irrigation District

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:

†3—Land not within any kind of irrigation district

- (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, or drained from 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 land used to carry on the business of primary production (managed as a single unit for the purpose) 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.

1—Activities undertaken on land

- (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

If YES, give details of the activity or activities that the vendor is aware of:

- (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

If YES, give details of the activity or activities that the vendor is aware of:

2—Environmental assessments

- (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

If YES, give details of the assessment or assessments that the vendor is aware of:

- (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

If YES, give details of the assessment or assessments that the vendor is aware of:

- (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.

3—Waste depots

- (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.

4—Production of certain waste

- (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.

5—Waste on land

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 the items under the heading *Environment Protection Act 1993* in the Table of Particulars in this Statement. Details of such a registered document may also be obtained from the Lands Titles Registration Office.

†Particulars relating to *Livestock Act 1997*

†1—Sale of land

- (1) Has any notice under section 33 or 37 of the *Livestock Act 1997* been made that affects, presently or prospectively, enjoyment of the land?

*YES/NO

If YES, give details of the following:

Date of notice:

Terms of notice:

- (2) Has any order under section 38, or notice under section 72, of the *Livestock Act 1997* been issued to the vendor in relation to the land or any building on the land? *YES/NO

If YES, give details of the following:

Date of order or notice:

Terms of order or notice:

†2—Sale of small business

Has any notice or order been issued under the *Livestock Act 1997* in relation to any livestock, livestock 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 notice or order:

Terms of notice or order:

†Schedule 2—Division 3—Community lots and strata units

Matters to be considered in purchasing a community lot or strata unit

The property you are buying is on strata or community title. There are **special obligations and restrictions** that go with this kind of title. Make sure you understand these. If unsure, seek legal advice before signing a contract. For example:

Governance

You will automatically become a member of the **body corporate**, which includes all owners and has the job of maintaining the common property and enforcing the rules. Decisions, such as the amount you must pay in levies, will be made by vote of the body corporate. You will need to take part in meetings if you wish to have a say. If outvoted, you will have to live with decisions that you might not agree with.

If you are buying into a mixed-use development (one that includes commercial as well as residential lots), owners of some types of lots may be in a position to outvote owners of other types of lots. Make sure you fully understand your voting rights, see later.

Use of your property

You, and anyone who visits or occupies your property, will be bound by rules in the form of **articles or by-laws**. These can restrict the use of the property, for example, they can deal with keeping pets, car parking, noise, rubbish disposal, short-term letting, upkeep of buildings and so on. Make sure that you have read the articles or by-laws before you decide whether this property will suit you.

Depending on the rules, you might not be permitted to make changes to the exterior of your unit, such as installing a television aerial or an air-conditioner, building a pergola, attaching external blinds etc without the permission of the body corporate. A meeting may be needed before permission can be granted. Permission may be refused.

Note that the articles or by-laws **could change** between now and when you become the owner: the body corporate might vote to change them. Also, if you are buying before the community plan is registered, then any by-laws you have been shown are just a draft.

Are you buying a debt?

If there are unpaid contributions owing on this property, you can be made to pay them. You are entitled to **know the financial state of the body corporate** and you should make sure you see its records before deciding whether to buy. As a prospective owner, you can write to the body corporate requiring to see the records, including minutes of meetings, details of assets and liabilities, contributions payable, outstanding or planned expenses and insurance policies. There is a fee. To make a request, write to the secretary or management committee of the body corporate.

Expenses

The body corporate can **require you to maintain your property**, even if you do not agree, or can carry out maintenance and bill you for it.

The body corporate can **require you to contribute** to the cost of upkeep of the common property, even if you do not agree. Consider what future maintenance or repairs might be needed on the property in the long term.

Guarantee

As an owner, you are a **guarantor** of the liabilities of the body corporate. If it does not pay its debts, you can be called on to do so. Make sure you know what the liabilities are before you decide to buy. Ask the body corporate for copies of the financial records.

Contracts

The body corporate can make contracts. For example, it may engage a body corporate manager to do some or all of its work. It may contract with traders for maintenance work. It might engage a caretaker to look after the property. It might make any other kind of contract to buy services or products for the body corporate. Find out **what contracts the body corporate is committed to and the cost**.

The body corporate will have to raise funds from the owners to pay the money due under these contracts. As a guarantor, you could be liable if the body corporate owes money under a contract.

Buying off the plan

If you are buying a property that has not been built yet, then you **cannot be certain** what the end product of the development process will be. If you are buying before a community plan has been deposited, then any proposed development contract, scheme description or by-laws you have been shown could change.

Mixed use developments—voting rights

You may be buying into a group that is run by several different community corporations. This is common in mixed use developments, for example, where a group of apartments is combined with a hotel or a group of shops. If there is more than one corporation, then you should not expect that all lot owners in the group will have equal voting rights. The corporations may be structured so that, even though there are more apartments than shops in the group, the shop-owners can outvote the apartment owners on some matters. Make enquiries so that you understand how many corporations there are and what voting rights you will have.

Further information

The Real Estate Institute of South Australia provides an information service for enquiries about real estate transactions, see www.reisa.com.au.

Information and a booklet about strata and community titles is available from the Legal Services Commission of South Australia at www.lsc.sa.gov.au.

You can also seek advice from a legal practitioner.

Form 3—Certificate of legal practitioner and waiver by purchaser

Land and Business (Sale and Conveyancing) Act 1994

Part A—Certificate of legal practitioner

(sections 5 and 16)

1 I certify that—

[Name(s) of purchaser(s)] of *[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 and the loss by the purchaser, on the provision of my advice and the execution of this certificate, of any cooling-off period otherwise applicable to the proposed contract under section 5 of the *Land and Business (Sale and Conveyancing) Act 1994*.

† the waiving of compliance with the requirement under section 7 of the *Land and Business (Sale and Conveyancing) Act 1994* that the vendor, at least 10 clear days before the date of settlement, serve or cause to be served on the purchaser a vendor's statement.

† the waiving of compliance with the requirement under section 8 of the *Land and Business (Sale and Conveyancing) Act 1994* that the vendor, at least 5 clear business days before the date of settlement, serve or cause to be served on the purchaser a vendor's statement.

†2 Description of the land:

†3 Description of the business:

[include the address of any premises at which the business is conducted]

4 Name(s) of vendor(s):

Date:

Signed:

Name of legal practitioner:

Name of firm:

Address of firm:

* Strike out the option that is not applicable.

† Strike out the item if it is not applicable.

Part B—Instrument of waiver by purchaser

(section 16)

To the vendor(s):

*I/We —

[Name(s) of purchaser(s)] of *[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, at least 10 clear days before the date of settlement, serve, or cause to be served, on the purchaser a vendor's statement setting out the purchaser's cooling-off rights under section 5 of the Act and the particulars required by section 7.

† waive the requirement under section 8 of the *Land and Business (Sale and Conveyancing) Act 1994* that the vendor, at least 5 clear business days before the date of settlement, serve, or cause to be served, on the purchaser a vendor's statement setting out the purchaser's cooling-off rights under section 5 of the Act and the particulars required by section 8.

Date:

Signed:

* Strike out the option that is not applicable.

† Strike out the item if it 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 the option that is not applicable.

21—Substitution of Schedule 2

Schedule 2—delete the Schedule and substitute:

Schedule 2—Contracts for sale of land or businesses—inquiries

Table 1—Mortgages, charges and prescribed encumbrances

Column 1 Mortgage, charge or prescribed encumbrance specified as item in Form 1 Schedule Division 1 and Form 2 Schedule 2 Division 1	Column 2 Body to whom inquiry is to be made
(1) All items under the following headings (except where otherwise specified): <i>Development Act 1993</i> (section 71 only) <i>Fire and Emergency Services Act 2005</i> <i>Local Government Act 1934</i> <i>Local Government Act 1999</i>	The council

Column 1 Mortgage, charge or prescribed encumbrance specified as item in Form 1 Schedule Division 1 and Form 2 Schedule 2 Division 1	Column 2 Body to whom inquiry is to be made
(2) All items under the following headings (except where otherwise specified): <i>Development Act 1993</i> (other than section 60 and section 71) <i>Food Act 2001</i> <i>Housing Improvement Act 1940</i> <i>Public and Environmental Health Act 1987</i> (other than section 36) Repealed Act conditions	Department for Transport, Energy and Infrastructure and the council
(3) All other items (other than <i>Development Act 1993</i> section 60 and <i>Fences Act 1975</i> section 5)	Department for Transport, Energy and Infrastructure

Table 2—Matters affecting land

Column 1 Matters specified in Form 1 Schedule Division 2 and Form 2 Schedule 2 Division 2	Column 2 Body to whom inquiry is to be made
Particulars of building indemnity insurance (all items under that heading)	The council
Particulars of water allocation for irrigation purposes (all items under that heading)	Department for Transport, Energy and Infrastructure
Particulars relating to environment protection (items 2(3), 3, 4 and 5 under that heading)	Department for Transport, Energy and Infrastructure
Particulars relating to <i>Livestock Act 1997</i> (the following items under that heading: a notice under section 33, 37 or 72 of the Act or an order under section 38 of the Act, in relation to the land or a building on the land)	Department for Transport, Energy and Infrastructure or Department of Primary Industries and Resources

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

- (1) Schedule 3, clause 1—delete "For particulars and documentary material" and substitute:

For a council search report

- (2) Schedule 3, clause 1(a)—delete "for particulars—" and substitute:
for particulars in the report—
- (3) Schedule 3, clause 1(b)—delete "for documentary material—" and substitute:
for documentary material in the report—
- (4) Schedule 3, clause 2(1)—delete "section 7 statement" and substitute:
property interest report
- (5) Schedule 3, clause 2(2)—delete "section 7 statement" and substitute:
property interest report
- (6) Schedule 3, clause 2(2)(a)—delete "section 7 statement" and substitute:
property interest report
- (7) Schedule 3, clause 2(2)(b)—delete "statement" wherever occurring and substitute in each case:
report
- (8) Schedule 3, clause 2(3)—delete "section 7 statement" and substitute:
property interest report
- (9) Schedule 3, clause 2(3)(a)—delete "section 7 statement" and substitute:
property interest report
- (10) Schedule 3, clause 2(3)(b)—delete "statement" wherever occurring and substitute in each case:
report
- (11) Schedule 3, clause 3, definition of *related title*—delete "section 7 statement" wherever occurring and substitute in each case:
property interest report
- (12) Schedule 3, clause 3, definition of *section 7 statement*—delete the definition

Schedule 1—Transitional provisions

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.

2—Transitional provision relating to Part 4

- (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 4 of these regulations will be taken to comply with the *Land and Business (Sale and Conveyancing) Regulations 1995* as varied by Part 4 if the statement—
- (a) was prepared not more than 2 months before the commencement of Part 4; and
 - (b) complies with the Act and regulations as in force—
 - (i) if prepared before the commencement of Part 3 of these regulations—immediately before the commencement of Part 3;
 - (ii) if prepared after the commencement of Part 3—immediately before the commencement of Part 4; 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 4 of these regulations will be taken to comply with the *Land and Business (Sale and Conveyancing) Regulations 1995* as varied by Part 4 if the statement—
- (a) was prepared not more than 2 months before the commencement of Part 4; and
 - (b) complies with the Act and regulations as in force—
 - (i) if prepared before the commencement of Part 3 of these regulations—immediately before the commencement of Part 3;
 - (ii) if prepared after the commencement of Part 3—immediately before the commencement of Part 4; 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.

Note—

As required by section 10AA(2) of the *Subordinate Legislation Act 1978*, the Minister has certified that, in the Minister's opinion, it is necessary or appropriate that these regulations come into operation as set out in these regulations.

Made by the Governor's Deputy

with the advice and consent of the Executive Council
on 30 April 2009

No 47 of 2009

MCA07/049CS