

Form 1 - STATEMENT UNDER SECTION 7
(Land and Business (Sale and Conveyancing) Act 1994)

TO THE PURCHASER:

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

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

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

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

Instructions to the vendor for completing this statement:

Unless specifically stated otherwise -

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

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

Contents:

This statement contains the following:

PART A	THE PARTIES AND THE LAND
PART B	COOLING-OFFRIGHTS AND PROCEEDING WITH THE PURCHASE
PART C	STATEMENT WITH RESPECT TO REQUIRED PARTICULARS
*PART D	CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT
SCHEDULE	

PART A - THE PARTIES AND THE LAND

Purchaser: _____

Address: _____

*Purchaser's registered agent: _____

*Address: _____

Vendor: ****Required Field - Please enter data for this field****

Address: ****Required Field - Please enter data for this field****

*Vendor's registered agent: **Gold Real Estate (SA) Pty Ltd as trustees for the Simkel Trust trading as Brock Harcourts Gold**

*Address: **Brock Harcourts Gold**

65 Hamilton Rd

FAIRVIEW PARK SA 5126

Date of contract (if made before this statement is served): _____

Description of the land: _____

C/T: _____

(Identify the land including any certificate of title reference)

PART B - COOLING-OFFRIGHTS AND PROCEEDING WITH THE PURCHASE

TO THE PURCHASER:

RIGHT TO COOL-OFF
(section 5)

Restrictions on the right to cool-off

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

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

Time for service

The cooling-off notice must be served -

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

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

Form of cooling-off notice

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

Methods of service

The cooling-off notice must be

- (a) given to the vendor personally; or
- (b) given to the vendor's agent personally at, or left for the agent (with a person apparently responsible to the agent) at, the following address:

_____ (being *the agent's address for service / an office nominated by the agent for the purpose of service of the notice); or

- (c) posted by certified mail to the vendor at the following address:

_____ (being the vendor's last known address); or

- (d) transmitted by facsimile machine to the following facsimile machine number: _____

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

Effect of service

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

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

PROCEEDING WITH THE PURCHASE

If you wish to proceed with the purchase -

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

PART C - STATEMENT WITH RESPECT TO REQUIRED PARTICULARS

(section 7(1))

TO THE PURCHASER:

*I/We,

_____ (name)

of

_____ (address)

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

Date _____ Signed _____

PART D - CERTIFICATE WITH RESPECT TO PRESCRIBED INQUIRIES BY REGISTERED AGENT

(section 9)

TO THE PURCHASER:

I, _____

certify *that the responses

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

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

Exceptions: _____

Date _____ Signed _____

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

SCHEDULE
*Division 1

PARTICULARS OF MORTGAGES, CHARGES AND PRESCRIBED
ENCUMBRANCES AFFECTING THE LAND
(section 7(1)(b))

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

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

TABLE OF PARTICULARS

Column 1	Column 2	Column 3
Prescribed encumbrance (If an item is not applicable strike it out or write "NOT APPLICABLE" or "N/A" in this column)	Is the encumbrance to be discharged or satisfied prior to or at settlement? (Answer by writing "YES" or "NO" in this column)	Other particulars required (Where a YES or NO answer is required, strike out the incorrect alternative)
1. Mortgage of land	YES / NO	Number of mortgage (if registered): Name of mortgagee:
2. Easement 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): (attach additional page(s) if more than one easement)
3. 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.

ANNEXURES

* There are no documents annexed hereto.

* The following documents are annexed hereto -

* **Copy of certificate(s) of title to the land.**

* **The particulars supplied by the Strata Corporation (statement pursuant to section 41) and enclosures.**

* **The particulars supplied by the Community Corporation (statement pursuant to section 139) and enclosures.**

* **Copy of lease, agreement for lease, tenancy agreement or licence.**

* **Copy of contract**

* (Other) _____

* (Other) _____

* (Other) _____

* _____

* _____

* _____

* _____

ACKNOWLEDGEMENT OF RECEIPT OF FORM 1

*I/We, the abovenamed Purchaser, hereby acknowledge having received this day the Form 1 with the annexures as set out above.

Dated this _____ day of _____ 20____

Signed _____

(Purchaser)

(*Strike out whichever is not applicable)