

# Form 1—Vendor's statement

(Section 7 *Land and Business (Sale and Conveyancing) Act 1994*)

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## 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 the Part, Division, particulars or item may not be applicable

If it is applicable, ensure the box is ticked and complete the Part, Division, particulars or item.

If it is not applicable, ensure the box is empty or strike out the Part, Division, particulars or item. Alternatively, the Part, Division, particulars or item may be omitted but not in the case of an item or heading in the table of particulars in Division 1 of the Schedule that is required by the instructions at the head of that table to be retained as part of this statement.

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

All questions must be answered with a YES or NO (inserted in the place indicated by a rectangle or square brackets below or to the side of the question).

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 and the land is not residential land; 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:

1 Bowman Street Walkley Heights SA 5098

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

- (c) transmitted by fax or email to the following fax number or email address:

Brigette.connery@expaustralia.com.au

(being a number or address 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:

Level 3, 169 Fullarton Road Dulwich SA 5065

(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 or email, you obtain a record of the transmission of the fax or email.

## **5—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,

Steven John Panozzo and Andrea Panozzo

of

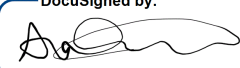
1 Bowman Street Walkley Heights SA 5098

being [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:

DocuSigned by:  
  
C6E7D79A8E8D468...  
2/6/2022

DocuSigned by:  
  
AFD8F8BADC80490...  
4/6/2022

**Part D—Certificate with respect to prescribed inquiries by registered agent**  
**(section 9)**

**To the purchaser:**

I, Brigitte Connery of EXP Australia Pty.Ltd. T/A eXp Australia certify [that 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:

DocuSigned by:  
**BRIGETTE**  
FB63E4AC4F43437...

[\\*Vendor'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.
- Where a mortgage, charge or prescribed encumbrance referred to in column 1 of the table below is applicable to the land, the particulars in relation to that mortgage, charge or prescribed encumbrance required by column 2 of the table must be set out in the table (in accordance with the instructions in the table) unless—
- (a) there is an attachment to this statement and—
    - (i) all the required particulars are contained in that attachment; and
    - (ii) the attachment is identified in column 2; and
    - (iii) if the attachment consists of more than 2 sheets of paper, those parts of the attachment that contain the required particulars are identified in column 2; or
  - (b) the mortgage, charge or prescribed encumbrance—
    - (i) is one of the following items in the table:
      - (A) under the heading 1. General—
        - 1.1 Mortgage of land
        - 1.2 Lease, agreement for lease, tenancy agreement or licence
        - 1.3 Caveat
        - 1.4 Lien or notice of a lien
      - (B) under the heading 36. Other charges—
        - 36.1 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	Column 2	Column 3
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[If an item is applicable, ensure that the box for the item is ticked and complete the item.]

[If an item is not applicable, ensure that the box for the item is empty or else strike out the item or write "NOT APPLICABLE" or "N/A" in column 1. Alternatively, the item and any inapplicable heading may be omitted, but not in the case of—

- (a) the heading "1. General" and items 1.1, 1.2, 1.3 and 1.4; and
- (b) the heading "5. Development Act 1993 (repealed)" and item 5.1; and
- (c) the heading "6. Repealed Act conditions" and item 6.1 and
- (d) the heading "29. Planning, Development and Infrastructure Act 2016" and items 29.1 and 29.2,

which must be retained as part of this statement whether applicable or not.]

[If an item is applicable, all particulars requested in column 2 must be set out in the item unless the Note preceding this table otherwise permits. Particulars requested in **bold type** must be set out in column 3 and all other particulars must be set out in column 2.]

[If there is more than 1 mortgage, charge or prescribed encumbrance of a kind referred to in column 1, the particulars requested in column 2 must be set out for each such mortgage, charge or prescribed encumbrance.

[If requested particulars are set out in the item and then continued on an attachment due to insufficient space, identify the attachment in the place provided in column 2.

If all of the requested particulars are contained in an attachment (instead of in the item) in accordance with the Note preceding this table, identify the attachment in the place provided in column 2 and (if required by the Note) identify the parts of the attachment that contain the particulars.]

**1. General****1.1 Mortgage of land****Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?**

YES

**Note-**

Do not omit this item. The item and its heading must be included in the statement even if not applicable.

**Are there attachments?**

YES

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

CERTIFICATE OF TITLE

Number of mortgage (if registered):

11157283

Name of mortgagee:

PEOPLE'S CHOICE CREDIT UNION (FORMERLY KNOWN AS AUSTRALIAN CENTRAL CREDIT UNION )

**1.2 Easement**

(whether over the land or annexed to the land)

**Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?**

[YES/NO]

**Are there attachments?**

[YES/NO]

**Note-**

"Easement" includes rights of way and party wall rights

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Description of land subject to easement:

**Note-**

Do not omit this item. The item and its heading must be included in the statement even if not applicable

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

**1.3 Restrictive covenant****Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?**

NO

**Note—**

Do not omit this item. The item and its heading must be included in the statement even if not applicable.

**Are there attachments?**

YES

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

ENCUMBRANCE NO. 9352998

Nature of restrictive covenant:

ENCUMBRANCE

Name of person in whose favour the restrictive covenant operates:

LANDSA PTY. LTD.

Does the restrictive covenant affect the whole of the land being acquired?

YES

If NO, give details:

Does the restrictive covenant affect land other than that being acquired

NO



<b>1.4</b>	<b>Lease, agreement for lease, tenancy agreement or licence</b> (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.)	<b>Is this item applicable?</b> <input type="checkbox"/> <b>Will this be discharged or satisfied prior to or at settlement?</b> [YES/NO] <b>Are there attachments?</b> [YES/NO] <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Names of parties: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Period of lease, agreement for lease etc: From                      to <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Amount of rent or licence fee \$                      per fortnight Is the lease, agreement for lease etc in writing? [YES/NO]	
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**Note—**  
*Do not omit this item. The item and its heading must be included in the statement even if not applicable.*

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):

<b>1.5</b>	<b>Caveat</b>	<b>Is this item applicable?</b> <input type="checkbox"/> <b>Will this be discharged or satisfied prior to or at settlement?</b> [YES/NO] <b>Are there attachments?</b> [YES/NO] <i>If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):</i> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Name & address of caveator: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> Particulars of interest claimed:: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
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**5. Development Act 1993 (repealed)**

**5.1** Section 42 – Condition  
(that continues to apply) of  
a development  
authorisation

**Is this item applicable?**



**Will this be discharged or satisfied prior to or at settlement?**

NO

**Are there attachments?**

YES

**Note-**

*Do not omit this item.  
The item and its  
heading must be  
included in the  
statement even if not  
applicable*

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

CITY OF SALISBURY COUNCIL SEARCH AND ATTACHMENTS

Conditions of authorisation

REFER TO COUNCIL SEARCH AND ATTACHMENTS

**5.2** section 50(1)—  
Requirement to vest  
land in a council or the  
Crown to be held as  
open space

**Is this item applicable?**



**Will this be discharged or satisfied prior to or at settlement?**

[YES/NO]

**Are there attachments?**

[YES/NO]

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

Date requirement given:

Name of body giving requirement:

Nature of requirement:

Contribution payable (if any):

**6. Repealed Act conditions**

**6.1** Condition (that continues to  
apply) of an approval or  
authorisation granted under  
the Building Act 1971  
(repealed), the City of  
Adelaide Development  
Control Act 1976 (repealed),  
the Planning Act 1982  
(repealed) or the Planning  
and Development Act 1966  
(repealed)

**Is this item applicable?**



**Will this be discharged or satisfied prior to or at settlement?**

[YES/NO]

**Are there attachments?**

[YES/NO]

If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):

**Note-**

*Do not omit this item.  
The item and its  
heading must be  
included in the  
statement even if not  
applicable*

Nature of condition(s)

**29. Planning, Development and Infrastructure Act 2016****29.1** Part 5- Planning and Design Code

*[Note - Do not omit this item. The item and its heading must be included in the attachment even if not applicable.]*

**Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?**

NO

**Are there attachments?**

YES

*If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*

CITY OF SALISBURY COUNCIL SEARCH AND ATTACHMENTS & PROPERTY INTEREST REPORT

Title or other brief description of zone, subzone and overlay in which the land is situated (as shown in the Planning and Design Code)::

ZONED GN GENERAL NEIGHBOURHOOD, NO SUBZONES & FOR ZONING OVERLAYS REFER TO PLAN SA DATA EXTRACT FOR SECTION 7 SEARCH PURPOSES

Is there a State heritage place on the land or is the land situated in a State heritage area?

NO

Is the land designated as a local heritage place?

NO

Is there a tree or stand of trees declared in Part 10 of the Planning and Design Code to be a significant tree or trees on the land?

UNKNOWN

Is there a current amendment to the Planning and Design Code released for public consultation by the State Planning Commission on which consultation is continuing or on which consultation has ended but whose proposed amendment has not yet come into operation?

NO

**Note:-**

For further information about the Planning and Design Code visit  
[www.code.plan.sa.gov](http://www.code.plan.sa.gov)

**29.2** section 127— Condition (that continues to apply) of a development authorisation

*[Note- Do not omit this item. The item and its heading must be included in the statement even if not applicable.]*

**Is this item applicable?****Will this be discharged or satisfied prior to or at settlement?**

[YES/NO]

**Are there attachments?**

[YES/NO]

*If YES, identify the attachment(s) (and, if applicable, the part(s) containing the particulars):*

Date of authorisation:

Name of relevant authority that granted authorisation:

Condition(s) of authorisation:

**Schedule—Division 2—Other particulars****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 2011*; 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.

**Details of building indemnity insurance still in existence for building work on the land:**

- 1 Name(s) of person(s) insured: **TRACEY CHIGWIDDE & CHRIS ROBERTSON**
- 2 Name of insurer: **ROYAL & SUN ALLIANCE INSURANCE AUSTRALIA LTD (HOME OWNERS WARRANTY)**
- 3 Limitations on the liability of the insurer: **STATUTORY COVER**
- 4 Name of builder: **STERLING HOMES PTY LTD**
- 5 Builder's licence number: **GO0707**
- 6 Date of issue of insurance: **8 MAY 2002**
- 7 Description of insured building work: **SINGLE DWELLING**

## ANNEXURES & ATTACHMENTS

The following documents are annexed hereto -

Form R3

City of Salisbury Council Search and attachments

Property Interest Report (PIR)

Copy of certificate(s) of title

Certificate of Water and Sewer Charges & Encumbrance Information

Certificate of Land Tax Payable

Certificate of Emergency Services Levy Payable

Copy of Encumbrance No. 9352998

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### Acknowledgement of Receipt

I/We, the abovenamed Purchaser(s), hereby acknowledge having received this day this Statement under section 7 under the *Land and Business (Sale and Conveyancing) Act* with the annexures as set out above.

Dated this                      day of    2022

Signed: \_\_\_\_\_

\_\_\_\_\_  
Purchaser(s)

(\*Strike out whichever is not applicable)

# Form R3

## Buyers information notice

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

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

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

The following questions may help you to identify if a property is appropriate to purchase. In many cases the questions relate to a variety of laws and standards. These laws and standards change over time, so it is important to seek the most up to date information.

Various government agencies can provide up to date and relevant information on many of these questions. To find out more the Office of Consumer and Business Affairs recommends that you check the website:

[www.ocba.sa.gov.au/Realestate/](http://www.ocba.sa.gov.au/Realestate/)

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

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

### **Safety**

- Is there **asbestos** in any of the buildings or elsewhere on the property  
e.g. sheds and fences?
- Does the property have any significant **defects** e.g. **cracking or salt damp**?  
Have the wet areas been waterproofed?
- Is the property in a **bushfire** prone area?
- Are the **electrical wiring, gas installation, plumbing and appliances** in good working order and in good condition? Is a **safety switch** (RCD) installed? Is it working?
- Are there any prohibited **gas appliances** in bedrooms or bathrooms?
- Are **smoke alarms** installed in the house? If so, are they hardwired? Are they in good working order and in good condition? Are they compliant?
- Is there a **swimming pool and/or spa pool** installed on the property? Are there any safety barriers or fences in place? Do they conform to current standards?

- Does the property have any **termite** or other pest infestations? Is there a current preventative termite treatment program in place? Was the property treated at some stage with persistent organochlorines (now banned) or other **toxic** termiticides as fill been used on the site? Is the soil contaminated by **chemical residues** or waste?
- Does the property use **cooling towers** or manufactured warm water systems?  
If so, what are the maintenance requirements?

### Enjoyment

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

### Value

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

- Does the property have **alternative sources of water** other than mains water supply (including **bore or rainwater**)? If so, are there any special maintenance requirements?

For more information on these matters visit:

[www.ocba.sa.gov.au/consumeradvice/realestate](http://www.ocba.sa.gov.au/consumeradvice/realestate)

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