



New South Wales

Conveyancing (Sale of Land) Regulation 2022

under the

Conveyancing Act 1919

His Honour the Administrator, with the advice of the Executive Council, has made the following Regulation under the *Conveyancing Act 1919*.

VICTOR DOMINELLO, MP
Minister for Customer Service and Digital Government

Explanatory note

The object of this Regulation is to remake, with amendments, the *Conveyancing (Sale of Land) Regulation 2017*.

This Regulation provides for the following—

- (a) the documents that must be attached to a contract for the sale of land,
- (b) the terms and warranties that are deemed to be implied in a contract for the sale of land,
- (c) the information that must be included in a draft plan, and the documents that must be included in a disclosure statement, for an off the plan contract for the sale of land,
- (d) the persons and bodies prescribed for the *Conveyancing Act 1919 (the Act)*, section 52A(3), which provides that a purchaser has and may exercise rights, powers and immunities in relation to documents issued by the person or body and attached to a contract for the sale of land,
- (e) the warranties that are deemed to be implied in an option to purchase residential property,
- (f) the form of the statement relating to a cooling off period that must be included in—
 - (i) a contract for the sale of residential property, or
 - (ii) an option to purchase residential property,
- (g) the circumstances and way in which a purchaser may rescind a contract for the sale of land or an option to purchase residential property,
- (h) the matters that constitute a *material particular* in a disclosure statement for an off the plan contract,
- (i) exemptions from—
 - (i) the Act, section 52A(2), which requires vendors to attach prescribed documents to a contract for the sale of land and deems prescribed terms, conditions and warranties to be included in the contract, and
 - (ii) the Act, Part 4, Divisions 8 and 9, which deal with certain aspects of the sale of residential property and options to purchase residential property, including by imposing cooling off periods,
- (j) savings and transitional matters.

Proposed sections 15, 17 and 19 of this Regulation are arguably made under Henry VIII provisions because the proposed sections amend the Act by affecting the application of the Act.

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Conveyancing (Sale of Land) Regulation 2022

under the

Conveyancing Act 1919

Part 1 Preliminary

1 Name of Regulation

This Regulation is the *Conveyancing (Sale of Land) Regulation 2022*.

2 Commencement

This Regulation commences on 1 September 2022.

Note— This Regulation replaces the *Conveyancing (Sale of Land) Regulation 2017*, which is repealed on 1 September 2022 by the *Subordinate Legislation Act 1989*, section 10(2).

3 Definitions

- (1) The Dictionary in Schedule 6 defines words used in this Regulation.

Note— The Act and the *Interpretation Act 1987* contain definitions and other provisions that affect the interpretation and application of this Regulation.

- (2) In this Regulation, a reference to a document includes a reference to a copy of the document.

Part 2 Contracts for sale of land

Division 1 Documents and warranties—the Act, s 52A

4 Documents that must be attached to contract

- (1) For the Act, section 52A(2)(a), the documents listed in Schedule 1, Part 1, or parts of the documents, relevant to either of the following are prescribed—
 - (a) the land the subject of the contract for sale,
 - (b) for land comprising 1 or more lots in a proposed plan of subdivision—the land from which the lots will be created.
- (2) For land comprising 1 or more lots in a plan of subdivision that was registered before the date of the contract, the planning certificate referred to in Schedule 1, Part 1 may relate to either of the following, whether or not the planning certificate also relates to other land—
 - (a) the lots,
 - (b) the land from which the lots have been created.

5 Implied warranty

For the Act, section 52A(2)(b), the warranty in Schedule 2, Part 1 is prescribed.

6 Exceptions

- (1) This Division does not apply to a contract listed in Schedule 4, item 9.
- (2) Schedule 1, item 16 does not apply if the notice specified in the item is printed in the contract.

Division 2 Implied terms—the Act, s 52A

7 All contracts for sale of land

For the Act, section 52A(2)(b), the term in Schedule 3, section 1 is prescribed.

8 All contracts for sale of land—implied terms relating to land tax

For the Act, section 52A(2)(b), the following terms are prescribed—

- (a) if the contract specifies a date for the completion of the contract—
 - (i) if the date is 14 days or less after the day on which the contract is made—the term in Schedule 3, section 2, or
 - (ii) if the date is more than 14 days after the day on which the contract is made—the term in Schedule 3, section 3,
- (b) if the contract does not specify a date for completion of the contract—
 - (i) if the parties to the contract agree on a date for completion that is 14 days or less after the day on which the contract is made—the term in Schedule 3, section 2, or
 - (ii) if the parties to the contract agree on a date for completion that is more than 14 days after the day on which the contract is made—the term in Schedule 3, section 3, or
 - (iii) if the parties to the contract do not agree on a date for completion—the term in Schedule 3, section 3.

9 All off the plan contracts

For the Act, section 52A(2)(b), the terms in Schedule 3, sections 4–6 are prescribed for an off the plan contract.

10 Off the plan contracts—implied term if strata units bought off the plan

For the Act, section 52A(2)(b), the term in Schedule 3, section 7 is prescribed if—

- (a) the contract is a contract for the sale of a lot in a strata plan or a proposed strata plan, and
- (b) the contract is entered into—
 - (i) before the date of registration of the strata plan, or
 - (ii) within 12 months after the date of registration, and
- (c) an occupation certificate is required under the *Environmental Planning and Assessment Act 1979*, section 6.9(1)(a), and
- (d) the contract does not expressly provide that the vendor and the purchaser agree that—
 - (i) an occupation certificate will not be issued before completion of the contract in relation to the building, or part of the building, of which the lot, and any part of the building reasonably necessary to access the lot, form part, and
 - (ii) occupation or use of the lot will not commence before the occupation certificate is issued.

11 All contracts for land and house packages

(1) For the Act, section 52A(2)(b), the term in Schedule 3, section 8 is prescribed if—

- (a) the contract is a contract for the sale of a lot in a deposited plan, and
- (b) the contract provides for—
 - (i) the erection by the vendor of a dwelling house on the lot, or
 - (ii) the sale of an existing dwelling house, and
- (c) an occupation certificate is required under the *Environmental Planning and Assessment Act 1979*, section 6.9 to commence occupation or use of the dwelling house.

(2) In this section—

deposited plan—

- (a) has the same meaning as in the *Conveyancing (General) Regulation 2018*, and
- (b) includes a proposed deposited plan.

dwelling house has the same meaning as in the *Standard Instrument (Local Environmental Plans) Order 2006*.

Division 3 Disclosure statements for off the plan contracts—the Act, s 66ZM

12 Information that must be included in a draft plan

(1) For the Act, section 66ZM(2)(a), the following information is prescribed—

- (a) the proposed lot number of the subject lot,
- (b) sufficient information to identify the location of the subject lot,
- (c) the area of the subject lot,

- (d) if the subject lot will be affected by a proposed easement or profit à prendre—the site of the proposed easement or profit à prendre,
 - (e) if only part of the subject lot will be affected—
 - (i) by a proposed restriction on the use of land—the site of the proposed restriction, or
 - (ii) by a proposed positive covenant—a description of the proposed covenant,
 - (f) if the contract relates to land that includes a lot in a proposed strata scheme—
 - (i) the draft floor plan, and
 - (ii) the draft of the location plan, within the meaning of the *Strata Schemes Development Act 2015*,
 - (g) if the contract relates to land that includes a lot in a proposed community scheme, precinct scheme or neighbourhood scheme—
 - (i) the draft community property plan, precinct property plan or neighbourhood property plan, and
 - (ii) the draft detail plan, and
 - (iii) the draft of the location plan, within the meaning of the *Community Land Development Act 2021*.
- (2) If the contract relates to land that includes a lot in a proposed strata scheme, the draft plan does not need to include the location or area of a parking or storage area.
- (3) For the purposes of this section, substantial compliance with applicable lodgment rules or regulations under the *Real Property Act 1900* or another Act is sufficient for the draft plan.
- (4) In this section—
community property plan, detail plan, precinct property plan and ***neighbourhood property plan*** have the same meanings as in the *Community Land Development Act 2021*.
floor plan has the same meaning as in the *Strata Schemes Development Act 2015*.

13 Documents that must be included in a disclosure statement

- (1) For the Act, section 66ZM(2)(b), the documents listed in Schedule 1, Part 2 are prescribed.
- (2) A document is taken to be included in a disclosure statement if it is attached to the contract.
- (3) For the purposes of this section, a draft strata management statement or draft building management statement included in a disclosure statement does not need to include a provision for the allocation of the costs of shared expenses as required under—
 - (a) the Act, Schedule 8A, clause 2(1)(e1), or
 - (b) the *Strata Schemes Development Act 2015*, Schedule 4, clause 2(1)(e).
- (4) For the purposes of this section, substantial compliance with applicable lodgment rules or regulations under the *Real Property Act 1900* or another Act is sufficient for a document included in a disclosure statement.

Division 4 Miscellaneous

14 Prescribed persons and bodies—the Act, s 52A

For the Act, section 52A(3), the following persons or bodies are prescribed—

- (a) Sydney Water Corporation,
- (b) Hunter Water Corporation,
- (c) East Australian Pipeline Pty Limited (ACN 064 629 009),
- (d) Jemena Gas Networks (NSW) Ltd (ACN 003 004 322).

15 Exemptions—the Act, s 52A

- (1) For the Act, section 52A(5)(b) and (c), the Act, section 52A(2) does not apply to the following—
 - (a) a contract listed in Schedule 4, Part 1 or Schedule 4, item 8 or 10,
 - (b) land described in Schedule 4, Part 5.
- (2) Subsection (1) does not apply to the following contracts in relation to land comprising an estate or interest specified in Schedule 4, item 15—
 - (a) a contract for the sale of land by a mortgagee exercising a power of sale,
 - (b) a contract for the sale of the equity of redemption in land.

Part 3 Cooling off period for sale of residential property

16 Statement relating to cooling off period—the Act, s 66X

- (1) For the Act, section 66X(1), the statement in Schedule 5, Form 1 is prescribed.
- (2) The statement must be clearly legible and prominently located.

17 Exemptions—the Act, s 66Y(3)

- (1) The Act, Part 4, Division 8 does not apply to—
 - (a) contracts listed in Schedule 4, Part 1 or 3, or
 - (b) land described in Schedule 4, Part 5.
- (2) Subsection (1) does not apply to the following contracts in relation to land comprising an estate or interest referred to in Schedule 4, item 15—
 - (a) a contract for the sale of residential property by a mortgagee exercising a power of sale,
 - (b) a contract for the sale of the equity of redemption in residential property.
- (3) The Act, section 66S does not apply to a contract made in consequence of the exercise of an option to compel the purchase of land.

Part 4 Options for purchase of residential property

18 Implied warranty—the Act, s 66ZA

For the Act, section 66ZA(1), the warranty in Schedule 2, Part 2 is prescribed if the following are attached to the option—

- (a) a proposed contract for the sale of land,
- (b) the prescribed documents.

19 Exemptions—the Act, s 66ZK(3)

- (1) The Act, Part 4, Division 9 does not apply to—
 - (a) options listed in Schedule 4, Part 4, or
 - (b) land described in Schedule 4, Part 5.
- (2) Subsection (1) does not apply to the following options in relation to land comprising an estate or interest referred to in Schedule 4, item 15—
 - (a) an option to purchase residential property granted by a mortgagee exercising a power of sale,
 - (b) an option to purchase the equity of redemption in residential property.

20 Form of statement relating to cooling off period—the Act, s 66ZH

- (1) For the Act, section 66ZH(1), the statement in Schedule 5, Form 2 is prescribed.
- (2) The statement must be clearly legible and prominently located.

Part 5 Purchasers' remedies—the Act, s 52A and s 66ZA

21 Purchaser may rescind contract or option

- (1) For the Act, section 52A(6), the purchaser under a contract for the sale of land may rescind the contract—
 - (a) for the vendor's failure to attach the prescribed documents to the contract, or
 - (b) for the vendor's failure to attach a disclosure statement to an off the plan contract in accordance with the Act, section 66ZM, or
 - (c) for breach of a warranty prescribed under the Act, section 52A(2)(b).
- (2) For the Act, section 66ZA(2)(b), the purchaser under an option to purchase residential property may rescind the option for breach of a warranty prescribed under the Act, section 66ZA(1).
- (3) Subsections (1)(c) and (2) apply if—
 - (a) the breach constitutes a failure to disclose to the purchaser the existence of a matter affecting the land, and
 - (b) the purchaser was unaware of the existence of the matter when the contract or option was entered into, and
 - (c) the purchaser would not have entered into the contract or option had the purchaser been aware of the matter, and
 - (d) if the rescission is for breach of the part of the warranty in Schedule 2, item 1(d) or 5(d)—a building information certificate for the building, or part of the building, to which the warranty relates has not been issued since the date of the relevant contract or option.

22 Method of rescinding contract or option

- (1) For the Act, sections 52A(6) and 66ZA(2), a purchaser may rescind a contract or option under section 21 by written notice served on the vendor—
 - (a) for a contract—
 - (i) if the purchaser's right to rescind arises from the vendor's failure to attach the prescribed documents or a disclosure statement—within 14 days after the contract is made, unless the contract has been completed, or
 - (ii) if the purchaser's right to rescind arises from the vendor's breach of warranty prescribed under the Act, section 52A(2)(b)—before the contract is completed, or
 - (b) for an option—before the earlier of the following—
 - (i) the option is exercised, or
 - (ii) the option ceases to be exercisable.
- (2) Service of the written notice may be effected in accordance with—
 - (a) the Act, section 170, or
 - (b) the service provisions in the contract or option.

23 Effect of notice of rescission of contract or option

- (1) For the Act, sections 52A(6) and 66ZA(2), a notice of rescission served in accordance with section 22—
 - (a) rescinds a contract from the time the contract was made, and
 - (b) rescinds an option from the time the option was granted.

- (2) If a contract for the sale of land is rescinded, the vendor must refund to the purchaser—
 - (a) the deposit, and
 - (b) any other money paid by the purchaser to the vendor under the contract.
- (3) If an option to purchase residential property is rescinded, the vendor must refund to the purchaser—
 - (a) any consideration paid in relation to the option, and
 - (b) any deposit paid in relation to the purchase of the property.
- (4) The rescission of the contract or option does not render the vendor liable to pay to the purchaser, or the purchaser liable to pay to the vendor, damages, costs or expenses.
- (5) However, subsection (4) does not affect a liability under the contract or option in relation to—
 - (a) the payment of damages, costs or expenses arising from a breach of a term or condition of the contract or option, or
 - (b) the payment of damages, costs or expenses arising from a breach of a warranty in the contract or option, other than a warranty prescribed by section 5 or 18, or
 - (c) an adjustment between the vendor and a purchaser who has taken possession of the land before completion of the contract or option, or
 - (d) the reimbursement of the purchaser for expenses incurred in complying with a requirement of an order, direction or notice in connection with the land.

Part 6 Miscellaneous

24 Material particulars for off the plan contracts—the Act, s 66ZL

- (1) For the Act, section 66ZL(1), definition of *material particular*, paragraph (e), a provision of any of the following documents that will, or is likely to, adversely affect the use or enjoyment of the subject lot is prescribed—
 - (a) a strata management statement,
 - (b) a building management statement,
 - (c) a management statement,
 - (d) a strata development contract,
 - (e) a development contract.
- (2) For the Act, section 66ZL(1), definition of *material particular*, the following matters are excluded—
 - (a) a change to the proposed lot number of the subject lot,
 - (b) a change to the proposed street name in which the subject lot is located,
 - (c) a change to, or the inclusion of, a provision for the allocation of the costs of shared expenses relating to parts of the subject building in a building management statement or a strata management statement, if the allocation of costs complies with—
 - (i) for a building management statement—the Act, Schedule 8A, clause 2(1)(e1), or
 - (ii) for a strata management statement—the *Strata Schemes Development Act 2015*, Schedule 4, clause 2(1)(e),
 - (d) if the contract relates to land that includes a lot in a proposed strata scheme—a change to, or the inclusion of, the specific location or area of the parking or storage area, if the change or inclusion is made in accordance with the contract.

25 Application of the Act, Part 4, Division 10 to certain options—the Act, s 66ZU(4)

The Act, Part 4, Division 10, other than section 66ZS, does not apply to an off the plan contract signed after the commencement of the Division if the contract arose from an option entered into before that commencement.

26 Savings relating to repeal of 2017 Regulation

- (1) An act, matter or thing that, immediately before the repeal of the *Conveyancing (Sale of Land) Regulation 2017*, had effect under the Regulation continues to have effect under this Regulation.
- (2) An Act, matter or thing given or done in connection with a contract or option entered into during the transitional period is taken to comply with this Regulation if the act, matter or thing would have complied with the *Conveyancing (Sale of Land) Regulation 2017*.
- (3) In this section—
transitional period means the period from the commencement of this Regulation until the end of 28 February 2023.

27 Transitional provision—planning certificates

For the period from the commencement of this Regulation until 30 September 2022, a reference in this Regulation to—

- (a) the *Environmental Planning and Assessment Regulation 2021*, section 290(2), is taken to be a reference to the *Environmental Planning and Assessment Regulation 2000*, clause 279(2), and
- (b) the *Environmental Planning and Assessment Regulation 2021*, Schedule 2, is taken to be a reference to the *Environmental Planning and Assessment Regulation 2000*, Schedule 4.

Note— See the *Environmental Planning and Assessment Regulation 2021*, Schedule 6, section 8.

Schedule 1 Prescribed documents

Part 1

section 4

- 1 A planning certificate for the land, unless the land is not within a local government area.
Note— If the sale relates to more than one lot in a strata plan, a single planning certificate may be attached.
- 2 Diagrams from a recognised sewerage authority, if available in the ordinary course of administration, that purport to show the following—
 - (a) the location of any sewer lines, including the point of connection, on the land upstream of the point of connection to the authority’s sewer main,
 - (b) the location of the authority’s sewerage infrastructure for the property downstream of the point of connection to the authority’s sewer main, including the point of connection.
- 3 If the contract relates to land under the provisions of the *Real Property Act 1900*, including land that is the subject of a qualified or limited folio, but not including land the subject of a contract referred to in items 6–13—
 - (a) a property certificate, and
 - (b) a plan for the land issued by the Registrar-General, except in the case of land that is the subject of a limited folio.
- 4 The following documents—
 - (a) all deeds, dealings and other instruments that—
 - (i) are lodged with the Registrar-General or registered, and
 - (ii) are shown on the property certificate for the lot, and
 - (iii) create, or purport to create, one or more of the following interests that burden or benefit, or purport to burden or benefit, the land or a part of the land—
 - (A) an easement,
 - (B) a profit à prendre,
 - (C) a restriction on the use of land,
 - (D) a positive covenant imposed under the Act, Part 6, Division 4,
 - (b) all memoranda referred to in an instrument described in paragraph (a).
- 5 If the contract relates to land that includes a lot in a strata scheme or a lot under a community plan, precinct plan or neighbourhood plan, the following documents—
 - (a) all deeds, dealings and other instruments that—
 - (i) are lodged with the Registrar-General or registered, and
 - (ii) are shown on the property certificate for the relevant common property or association property, and
 - (iii) create, or purport to create, one or more of the following interests that burden or benefit, or purport to burden or benefit, the common property or association property or a part of the common property or association property—
 - (A) an easement,
 - (B) a profit à prendre,
 - (C) a restriction on the use of land,

- (D) a positive covenant imposed under the Act, Part 6, Division 4,
- (b) all memoranda referred to in an instrument described in paragraph (a).
- 6** If the contract relates to land that includes a lot in a freehold strata scheme—
- (a) a property certificate for the lot and the common property, and
- (b) the strata plan that shows the lot, and
- (c) any by-laws in force for the strata scheme.
- 7** If the contract relates to land that includes a lease of a lot in a leasehold strata scheme—
- (a) a property certificate for the lot and the common property, and
- (b) the strata plan that shows the lot, and
- (c) the registered lease of the lot and the registered lease of the common property, and
- (d) any by-laws in force for the strata scheme.
- 8** If the contract relates to land that includes a lot in a development scheme—
- (a) the strata development contract, and
- (b) any amendment of the strata development contract.
- 9** If the contract relates to land that is subject to a strata management statement registered under the *Strata Schemes Development Act 2015*—
- (a) the strata management statement, and
- (b) any amendment of the statement.
- 10** If the contract relates to land that includes a lot, within the meaning of the *Strata Schemes Development Act 2015*, within a community scheme—
- (a) the documents prescribed by item 6, and
- (b) a property certificate for the community property and any precinct property, and
- (c) the community plan, including—
- (i) the community management statement, and
- (ii) any development contract registered with the community plan, and
- (d) if applicable, the precinct plan, including—
- (i) the precinct management statement, and
- (ii) any development contract registered with the precinct plan.
- 11** If the contract relates to land that includes a lot, other than a lot within the meaning of the *Strata Schemes Development Act 2015*, that forms part of a community scheme—
- (a) a property certificate for the lot and community property, and
- (b) the community plan incorporating the lot, including—
- (i) the community management statement, and
- (ii) any development contract registered with the community plan.
- 12** If the contract relates to land that includes a lot that forms part of a precinct scheme—
- (a) a property certificate for the lot, precinct property and community property, and

- (b) the precinct plan incorporating the lot, including—
 - (i) the precinct management statement, and
 - (ii) any development contract registered with the precinct plan, and
 - (c) the community plan incorporating the precinct scheme to which the lot relates, including—
 - (i) the community management statement, and
 - (ii) any development contract registered with the community plan.
- 13** If the contract relates to land that includes a lot that forms part of a neighbourhood scheme—
 - (a) a property certificate for the lot and neighbourhood property, and
 - (b) the neighbourhood plan incorporating the lot, including—
 - (i) the neighbourhood management statement, and
 - (ii) the development contract, and
 - (c) if the neighbourhood scheme in which the lot is situated is within a community scheme—
 - (i) a property certificate for the community property and any precinct property, and
 - (ii) the community plan, including—
 - (A) the community management statement, and
 - (B) any development contract registered with the community plan, and
 - (iii) if applicable, the precinct plan, including—
 - (A) the precinct management statement, and
 - (B) any development contract registered with the precinct plan.
- 14** If the contract relates to land that is subject to a registered building management statement—the statement.
- 15** (1) If the contract relates to land on which there is a swimming pool to which the *Swimming Pools Act 1992* applies, 1 of the following for the swimming pool—
 - (a) a valid certificate of compliance issued under that Act, section 22D,
 - (b) a relevant occupation certificate within the meaning of that Act and evidence that the swimming pool is registered under the Act, Part 3A,
 - (c) a valid certificate of non-compliance issued under the *Swimming Pools Regulation 2018* following an inspection under the *Swimming Pools Act 1992*, section 22C.(2) This item does not apply if—
 - (a) the contract relates to a lot in a strata scheme or in a community scheme and that strata or community scheme comprises more than 2 lots, or
 - (b) the contract is an off the plan contract.
- 16** Each of the following notices—

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Part 2

section 13

- 17 If a schedule of finishes is proposed for the land—the proposed schedule.
- 18 If a section 88B instrument, within the meaning of the *Conveyancing (General) Regulation 2018*, is proposed to be lodged with the Registrar-General under the Act, Part 23, Division 3 with the draft plan—the instrument.
- 19 If the contract relates to land that includes a lot in a proposed strata scheme—the draft by-laws.
- 20 If the contract relates to land that includes a lot in a proposed community scheme, precinct scheme or neighbourhood scheme—
 - (a) the draft management statement, and
 - (b) if a development contract is proposed for the scheme—the draft proposed contract.
- 21 If the contract relates to land that includes a lot in a proposed development scheme—the draft strata development contract.
- 22 A draft strata management statement, if—
 - (a) the contract relates to land that includes a lot in a proposed strata scheme that relates to a part strata parcel within the meaning of the *Strata Schemes Development Act 2015*, and
 - (b) a strata management statement is required under the *Strata Schemes Development Act 2015*, section 99 for registration of the strata plan.
- 23 If the contract relates to land that will be subject to a building management statement—the draft building management statement.

Schedule 2 Prescribed warranties

sections 5 and 18

Part 1 Warranty in contract

section 5

- 1 The vendor warrants, as at the date of the contract and except as disclosed in the contract, that—
- (a) the land is not subject to an adverse affectation, and
 - (b) the land does not contain part of a sewer belonging to a recognised sewerage authority, and
 - (c) the planning certificate attached to the contract specifies the status of the land in relation to the matters set out in the *Environmental Planning and Assessment Regulation 2021*, Schedule 2, and
 - (d) either—
 - (i) there is no matter in relation to a building or structure on the land included in the sale of the land that would justify the making of an upgrading or demolition order, or
 - (ii) if there is a matter that would justify the making of an upgrading or demolition order—a building information certificate has been issued in relation to the building or structure since the matter arose, and
 - (e) if the land is burdened or purports to be burdened by a positive covenant imposed under the Act, Part 6, Division 4—no charge is payable under the Act, section 88F in relation to the land, and
 - (f) the land is not subject to an annual charge for the provision of coastal protection services under the *Local Government Act 1993*, section 496B.
- 2 Without limiting the way in which an adverse affectation may be disclosed, an adverse affectation is taken to be disclosed in a contract if 1 or more of the following is attached to the contract—
- (a) a document describing the effect of the adverse affectation,
 - (b) a document issued by an authority or other entity to the effect that the authority or entity, or another authority or entity, has a proposal referred to in this Schedule, Part 3,
 - (c) the order, notice, declaration or other instrument giving rise to the adverse affectation,
 - (d) the page of the Gazette in which the order, notice, declaration or other instrument was published.
- 3 Without limiting the way in which disclosure may occur, the vendor may disclose that land is subject to an annual charge for the provision of coastal services under the *Local Government Act 1993* by attaching a section 603 certificate to the contract relating to the land.
- 4 In this warranty—
- (a) land is **subject to an adverse affectation** if an item listed in this Schedule, Part 3 applies in relation to the land, and
 - (b) an authority or other entity has a proposal in relation to land only if—
 - (i) the authority or entity has issued a written statement, and

- (ii) the substance of the statement is inconsistent with the absence of a proposal of the authority or entity in relation to the land, and
- (c) **upgrading or demolition order** means the following—
 - (i) a Demolish Works Order specified in the *Environmental Planning and Assessment Act 1979*, Schedule 5, Part 1, item 3, in the circumstances described in the first, second and fifth bullet points in Column 2, or
 - (ii) a Restore Works Order, Compliance Order or Repair or Remove Works Order specified in the *Environmental Planning and Assessment Act 1979*, Schedule 5, Part 1, items 10–12, or
 - (iii) an order to demolish or remove a building or an order to repair or make structural alterations to a building specified in the *Local Government Act 1993*, section 124, Table, item 1 or 3.

Part 2 Warranty in option

section 18

- 5** The vendor warrants, as at the date of the option and except as disclosed in the option, that—
- (a) the land is not subject to an adverse affectation, and
 - (b) the land does not contain part of a sewer belonging to a recognised sewerage authority, and
 - (c) the planning certificate attached to the option specifies the status of the land in relation to the matters set out in the *Environmental Planning and Assessment Regulation 2021*, Schedule 2, and
 - (d) either—
 - (i) there is no matter in relation to a building or structure on the land included in the sale of the land that would justify the making of an upgrading or demolition order, or
 - (ii) if there is a matter that would justify the making of an upgrading or demolition order—a building information certificate has been issued in relation to the building or structure since the matter arose, and
 - (e) if the land is burdened or purports to be burdened by a positive covenant imposed under the Act, Part 6, Division 4—no charge is payable under that Act, section 88F in respect of the land, and
 - (f) the land is not subject to an annual charge for the provision of coastal protection services under the *Local Government Act 1993*, section 496B.
- 6** Without limiting the way in which an adverse affectation may be disclosed, an adverse affectation is taken to be disclosed in an option if 1 or more of the following is attached to the option—
- (a) a document describing the effect of the adverse affectation,
 - (b) a document issued by an authority or other entity to the effect that the authority or entity, or another authority or entity, has a proposal referred to in this Schedule, Part 3,
 - (c) the order, notice, declaration or other instrument giving rise to the adverse affectation,
 - (d) the page of the Gazette in which the order, notice, declaration or other instrument was published.

- 7 Without limiting the way in which disclosure may occur, the vendor may disclose that land is subject to an annual charge for the provision of coastal services under the *Local Government Act 1993* by attaching a section 603 certificate to the option relating to the land.
- 8 In this warranty—
- (a) land is **subject to an adverse affectation** if an item listed in this Schedule, Part 3 applies in relation to the land, and
 - (b) an authority or other entity has a proposal in respect of land only if—
 - (i) the authority or entity has issued a written statement, and
 - (ii) the substance of the statement is inconsistent with there being no proposal of the authority or entity in respect of the land, and
 - (c) **upgrading or demolition order** means the following—
 - (i) a Demolish Works Order specified in the *Environmental Planning and Assessment Act 1979*, Schedule 5, Part 1, item 3, in the circumstances described in the first, second and fifth bullet points in Column 2, or
 - (ii) a Restore Works Order, Compliance Order or Repair or Remove Works Order specified in the *Environmental Planning and Assessment Act 1979*, Schedule 5, Part 1, items 10–12, or
 - (iii) an order to demolish or remove a building or an order to repair or make structural alterations to a building specified in the *Local Government Act 1993*, section 124, Table, item 1 or 3.

Part 3 Adverse affectations

- 9 A proposal for either or both of the following by Transport Asset Holding Entity of New South Wales, Sydney Metro, Sydney Trains or Transport for NSW—
- (a) re-alignment, widening or siting of a road or railway,
 - (b) alteration of the level of a road or railway.
- 10 A proposal by or on behalf of the Minister administering the *Education Act 1990* to acquire the whole or part of the land.
- 11 A proposal for a right or interest in the whole or part of the land to be acquired by—
- (a) an energy distributor, within the meaning of the *Energy Services Corporations Act 1995*, or
 - (b) an authorised network operator within the meaning of the *Electricity Network Assets (Authorised Transactions) Act 2015*, or
 - (c) the lessor of a transacted distribution system or transacted transmission system within the meaning of the *Electricity Network Assets (Authorised Transactions) Act 2015*.
- 12 A listing on the State Heritage Register, an interim heritage order or other order or notice under the *Heritage Act 1977*.
- 13 A proposal to acquire a right or interest in the whole or part of the land under the *Pipelines Act 1967*.
- 14 A proposal for the New South Wales Land and Housing Corporation, constituted under the *Housing Act 2001*, to acquire the whole or part of the land.
- 15 A written notice to or claim on the vendor in relation to—

- (a) a common boundary or a boundary fence between the land and adjoining land, or
 - (b) an encroachment onto adjoining land by a building or structure on the land, or
 - (c) an encroachment onto the land by a building or structure on adjoining land, or
 - (d) an access order, or an application for an access order, under the *Access to Neighbouring Land Act 2000*.
- 16** A Demolish Works Order or a Repair Order specified in the *Environmental Planning and Assessment Act 1979*, Schedule 5, Part 1 that has not been fully complied with.
- 17** An order to demolish or remove a building or to repair or make structural alterations to a building specified in the *Local Government Act 1993*, section 124, Table, item 1 or 3 that has not been fully complied with.
- 18** A building product rectification order, within the meaning of the *Building Products (Safety) Act 2017*, that has not been fully complied with.
- 19** An affected building notice, within the meaning of the *Building Products (Safety) Act 2017*, Part 4, that is in force.
- 20** A building work rectification order, within the meaning of the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020*, that is in force.
- 21** A written notice to or claim on the vendor in relation to a failure or alleged failure to comply with a positive covenant imposed on the land under the Act, Part 6, Division 4.
- 22** If the contract relates to land that includes a lot in a freehold strata scheme—
- (a) the owners corporation has passed a motion for a resolution under the *Strata Schemes Development Act*, Part 10 that a strata renewal proposal warrants further investigation by a strata renewal committee, and
 - (b) minutes of the meeting recording the resolution that are required to be kept under the *Strata Schemes Management Act 2015*, Schedule 1 have not yet been distributed.
- 23** If the contract relates to land that includes a lot the subject of a leasehold strata scheme, a written notice to or claim on the vendor by the lessor of the scheme in relation to a breach or alleged breach of a provision of the lease of the lot.
- 24** A right of way under the *Mining Act 1992*, section 164, 211 or 235C.
- 25** A licence under the *Water Act 1912*, section 13A.
- 26** One or more of the following instruments in force under the repealed *Stock Diseases Act 1923*, continued in force by the *Biosecurity Act 2015*, Schedule 7, clause 3—
- (a) an order under section 7(1)(c) or (d), 8(1)(a), (b), (c1), (d) or (f), 13(2) or 17(1),
 - (b) a notice under section 8(1)(c),
 - (c) a declaration under section 10, 11A or 15(1),
 - (d) an undertaking under section 11,
 - (e) an appointment under section 12(a),
 - (f) an authorisation under section 12(b).

- 27** One or more of the following instruments in force under the repealed *Stock (Chemical Residues) Act 1975*, continued in force by the *Biosecurity Act 2015*, Schedule 7, clause 3—
- (a) an order under section 5(1)(d) or (e)(ii) or 11(1) or (2),
 - (b) a requirement under section 7(1) or 8(1),
 - (c) an undertaking under section 7A(1),
 - (d) a restriction or prohibition under section 12(1).
- 28** A notice under the *Soil Conservation Act 1938*, section 15A(1), 17(1) or (7)(c), 18(1), 20(1) or 22(1).
- 29** A direction under the *Native Vegetation Act 2003*, section 38(1), as in force on the repeal of the *Native Vegetation Act 2003* and continued under the *Biodiversity Conservation (Savings and Transitional) Regulation 2017*, clause 54(2).
- 30** One or both of the following under the *Trees (Disputes Between Neighbours) Act 2006*—
- (a) an application for an order requiring work to be carried out in relation to a tree,
 - (b) if an order requiring work to be carried out in relation to a tree has been made and the work has not been carried out fully in compliance with the order—the order.
- 31** An order under the repealed *Coastal Protection Act 1979*, Part 4D in relation to temporary coastal protection works on the land or public land adjacent to the land, unless the council is satisfied that the order has been fully complied with.
- 32** An emergency order or a control order under the *Biosecurity Act 2015* that has been served on the owner or occupier of the land.
- 33** An individual biosecurity direction under the *Biosecurity Act 2015* that—
- (a) prohibits, regulates or controls the doing of anything, or
 - (b) requires anything to be done.
- 34** A biosecurity undertaking under the *Biosecurity Act 2015*.
- 35** A mandatory code compliant certificate issued under the *Local Land Services Act 2013*, Part 5A that requires the establishment of a set aside area.
- 36** A remediation order within the meaning of the *Biodiversity Conservation Act 2016*, Part 11.

Schedule 3 Prescribed terms

sections 7–11

1 Objections and requisitions

- (1) Nothing in the contract or another agreement prevents the purchaser, expressly or by implication, from making an objection, requisition or claim the purchaser would otherwise be entitled to make about—
 - (a) an encroachment onto adjoining land by a building or structure on the land, or
 - (b) an encroachment by a building or structure on adjoining land onto the land.
- (2) Subsection (1) does not apply if—
 - (a) the encroachment is disclosed and clearly described in the contract, and
 - (b) the contract contains an express term precluding the purchaser from making an objection, requisition or claim.
- (3) In this section—

encroachment does not include a dividing fence within the meaning of the *Dividing Fences Act 1991*.

2 Land tax certificate—contracts completing in 14 days or less

- (1) The vendor must serve a current land tax certificate on the purchaser on the day that the contract is made.
- (2) The purchaser does not have to complete the contract before the date on which the certificate is served.

3 Land tax certificate—contracts completing in more than 14 days and contracts where no completion date agreed

- (1) The vendor must serve a current land tax certificate on the purchaser at least 14 days before completion of the contract.
- (2) The purchaser does not have to complete the contract earlier than 14 days after service of the certificate.

4 Purchaser may claim compensation instead of rescission

- (1) If the purchaser has a right to rescind the contract under the Act, section 66ZO or 66ZP, the purchaser may, instead of rescinding the contract, make a claim for compensation from the vendor of up to 2% of the purchase price of the property.
- (2) A claim for compensation must be made before completion of the contract and no later than—
 - (a) for a right to rescind under the Act, section 66ZO—14 days after the purchaser receives the notice of changes in accordance with the Act, section 66ZN, or
 - (b) for a right to rescind under the Act, section 66ZP—14 days after the purchaser receives the registered plan in accordance with the section.
- (3) A claim for compensation may be made by written notice served on the vendor (a *claim notice*).
- (4) The claim notice must specify the following—
 - (a) the amount of compensation claimed by the purchaser,
 - (b) the change or inaccuracy that gives rise to the right to rescind,
 - (c) why the purchaser would not have entered into the contract had the purchaser been aware of the change or inaccuracy,

- (d) how the purchaser would be materially prejudiced by the change or inaccuracy.
- (5) A claim notice must be signed by—
 - (a) the purchaser or the purchaser’s solicitor, or
 - (b) if there is more than 1 purchaser, each of the purchasers or their respective solicitors.
- (6) A claim notice must be served on—
 - (a) the vendor or the vendor’s solicitor, or
 - (b) if there is more than 1 vendor—1 of the vendors or the solicitor of 1 of the vendors.
- (7) Service of a claim notice may be effected—
 - (a) in accordance with the Act, section 170, or
 - (b) at the address of the vendor shown in the contract, or
 - (c) in accordance with the service provisions in the contract.
- (8) Service of a claim notice does not prevent completion of the contract.

5 Determination of compensation claims

- (1) A claim for compensation is finalised if—
 - (a) the vendor rectifies, to the satisfaction of the purchaser, the change or inaccuracy that gave rise to the right to rescind, or
 - (b) the vendor agrees to pay to the purchaser—
 - (i) the amount of compensation claimed by the purchaser in the claim notice (the *claim amount*), or
 - (ii) a lesser amount agreed by the purchaser, or
 - (c) an arbitrator decides the claim under this section.
- (2) If the claim for compensation has not been finalised by agreement between the parties within 1 month of service of a claim notice or by completion of the contract, whichever occurs first, the parties must appoint an arbitrator to determine the claim.
- (3) If the parties do not appoint an arbitrator in accordance with subsection (2) within the earliest of the following, an arbitrator must be appointed in a way approved by the Secretary of the Department of Customer Service at the request of a party—
 - (a) 2 months of the service of a claim notice,
 - (b) 1 month of completion.
- (4) The arbitrator must not determine that the purchaser is entitled to more than the claim amount.
- (5) If an arbitrator determines the claim, the arbitrator’s decision is final and the purchaser is no longer able to rescind the contract under the Act, section 66ZO or 66ZP.
- (6) An arbitrator may also make an award of costs.
- (7) A claim for compensation is taken to be withdrawn if an arbitrator has not been appointed to determine a claim for compensation within the earliest of the following—
 - (a) 4 months of the service of the claim notice,
 - (b) 3 months of completion.

6 Settlement of compensation claims

- (1) If a claim for compensation is finalised before completion, the amount of compensation agreed between the vendor and purchaser or determined by an arbitrator (the **compensation amount**) must be paid to the purchaser as an adjustment on completion.
- (2) If a claim for compensation is not finalised before completion, the following applies—
 - (a) the claim amount must not be paid to the vendor on completion,
 - (b) the holder of a deposit payable under the contract must hold the claim amount until the claim is finalised or taken to be withdrawn, whichever occurs first,
 - (c) if the contract provides for the investment of a deposit payable under the contract—
 - (i) the holder of the claim amount may invest the amount in accordance with the relevant provisions of the contract, and
 - (ii) interest earned on the claim amount is to be paid to the purchaser and vendor in the way specified in the contract, or as otherwise decided by the arbitrator,
 - (d) when the claim for compensation is finalised, the holder of the claim amount must pay—
 - (i) the compensation amount to the purchaser, and
 - (ii) any amount remaining from the claim amount to the vendor,
 - (e) if the claim is taken to be withdrawn after completion—the claim amount must be paid to the vendor.
- (3) In this section—
claim amount has the same meaning as in section 5.

7 Strata units bought off the plan

- (1) The vendor must serve, at least 14 days before completion of the contract, an occupation certificate in relation to the building, or part of the building, of which the lot, and any part of the building reasonably necessary for access to the lot, form part.
- (2) The purchaser does not have to complete earlier than 14 days after the service.
- (3) In this section—
occupation certificate includes an interim occupation certificate and a final occupation certificate within the meaning of the *Environmental Planning and Assessment Act 1979*, section 109H immediately before the commencement of the *Environmental Planning and Assessment Amendment Act 2017*, Schedule 6.2[9].

8 Land and house packages

- (1) The vendor must serve an occupation certificate in relation to the dwelling house at least 14 days before completion.
- (2) The purchaser does not have to complete earlier than 14 days after the service.

Schedule 4 Exempt contracts, options and land

sections 6, 15, 17 and 19

Part 1

sections 15 and 17

- 1 A contract between the owners of adjoining land that only results in an adjustment of a common boundary.
- 2 A contract between co-owners, within the meaning of the Act, Part 4, Division 6, providing for the acquisition by 1 or more co-owners of the whole or part of another co-owner's share or interest.
- 3 A contract for the sale of land to Transport for NSW if the contract is for the acquisition of land for the purposes of the *Roads Act 1993*.
- 4 A contract for the sale of the fee simple in the whole or part of land the subject of a lease, holding or tenure under the *Crown Lands (Continued Tenures) Act 1989* or the *Western Lands Act 1901*, the tenure being continued in force by the *Crown Land Management Act 2016*, Schedules 1 and 3, to the holder of the lease, holding or tenure.
- 5 A contract for the sale of the whole or part of a former public road if—
 - (a) Crown land forms part of the former public road, or
 - (b) the land that forms part of the former public road is vested in a council.

Note— See the *Roads Act 1993*, sections 42 and 43.
- 6 A contract for the sale of land entered into by the Planning Ministerial Corporation, within the meaning of the *Environmental Planning and Assessment Act 1979*, under that Act, Schedule 2, clause 31.
- 7 A contract for the sale of land entered into by the Minister administering the Heritage Act 1977 under the *Heritage Act 1977*, section 112.

Part 2

sections 6 and 15

- 8 A contract arising from the exercise of an option to purchase land, if the option is contained in a will or lease.
- 9 A contract arising from the exercise of an option to purchase land, other than an option specified in item 8 or an option that is void under the Act, section 66ZG, if the proposed contract and the prescribed documents are attached to the option.
- 10 A contract arising from the exercise of an option to purchase land, other than residential property, if the terms of the option prevent exercise of the option earlier than 3 months after the date on which it is granted.

Part 3

section 17

- 11 A contract arising from the exercise of an option to purchase land, if the option is contained in a will or lease.

- 12 A contract arising from the exercise of another option to purchase land, not including an option that is void under section 66ZG of the Act, if the proposed contract and the prescribed documents are attached to the option.

Part 4

section 19

- 13 An option to purchase land, if the exercise of the option would result in a contract listed in this Schedule, Part 1.
- 14 An option to purchase land, if the option is contained in a will or a lease.

Part 5

sections 15, 17 and 19

- 15 An estate or interest created by or subsisting because of a mortgage, easement, permissive occupancy or profit à prendre.
- 16 An interest under a lease other than—
- (a) a lease with an unexpired term, including a term for which the lease may be renewed at the option of the lessee, of more than 25 years, or
 - (b) a lease of Crown land with an unexpired term of more than 5 years, or
 - (c) a perpetual lease or other lease from the Crown with an unexpired term of more than 5 years, or
 - (d) a lease of a lot in a leasehold strata scheme.

Schedule 5 Forms

sections 16 and 20

Form 1 Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

Form 2 Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66ZH. This statement applies to an option to purchase residential property.
- 2 The purchaser may rescind the option before 5pm on the fifth business day after the day on which the option was granted, EXCEPT in the circumstances listed in paragraph 3.
- 3 There is NO COOLING OFF PERIOD—
 - (a) if, at or before the time the option is granted, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66ZF, or
 - (b) if the option is granted on the same day as the property was offered for sale by public auction but passed in.
- 4 A purchaser exercising the right to cool off by rescinding the option forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser in relation to the option or from a deposit paid in relation to the purchase of the property. The purchaser is entitled to a refund of any balance.

Schedule 6 Dictionary

section 3

association property has the same meaning as in the *Community Land Development Act 2021*.

building information certificate means a building information certificate issued in accordance with the *Environmental Planning and Assessment Act 1979*, Division 6.7.

building management statement means a building management statement registered or proposed to be registered under the Act, Part 23, Division 3B.

common property has the same meaning as in the *Strata Schemes Development Act 2015*.

community plan has the same meaning as in the *Community Land Development Act 2021*.

community scheme has the same meaning as in the *Community Land Development Act 2021*.

computer folio certificate has the same meaning as in the *Real Property Act 1900*.

Crown land has the same meaning as in the *Crown Land Management Act 2016*.

current land tax certificate, in relation to a contract for the sale of land, means a certificate applied for by, or on behalf of, the vendor that—

- (a) is issued under the *Land Tax Management Act 1956*, section 47—
 - (i) in the year in which the contract is to be completed, or
 - (ii) no more than 3 months before the date on which service is required by the term, and
- (b) relates to—
 - (i) the land the subject of the contract for sale, or
 - (ii) for a contract for the sale of land comprising 1 or more lots in a proposed plan of subdivision—the land from which those lots are to be created.

development contract has the same meaning as in the *Community Land Development Act 2021*.

development scheme has the same meaning as in the *Strata Schemes Development Act 2015*.

disclosure statement has the same meaning as in the Act, Part 4, Division 10.

folio means a folio of the Register maintained by the Registrar-General under the *Real Property Act 1900*.

freehold strata scheme has the same meaning as in the *Strata Schemes Development Act 2015*.

leasehold strata scheme has the same meaning as in the *Strata Schemes Development Act 2015*.

management statement has the same meaning as in the *Community Land Development Act 2021*.

neighbourhood plan has the same meaning as in the *Community Land Development Act 2021*.

neighbourhood scheme has the same meaning as in the *Community Land Development Act 2021*.

occupation certificate has the same meaning as in the *Environmental Planning and Assessment Act 1979*.

off the plan contract has the same meaning as in the Act, Part 4, Division 10.

parking or storage area, in relation to a contract that relates to land that includes a lot in a proposed strata scheme, means the part of the lot—

- (a) to be used primarily for storage or parking, and
- (b) not to be used for residential purposes, and
- (c) that is not contiguous to the main part of the lot.

planning certificate—

- (a) means a certificate issued under the *Environmental Planning and Assessment Act 1979*, section 10.7(2), and
- (b) does not include a certificate referred to in the *Environmental Planning and Assessment Regulation 2021*, section 290(2).

precinct plan has the same meaning as in the *Community Land Development Act 2021*.

precinct scheme has the same meaning as in the *Community Land Development Act 2021*.

prescribed documents means the documents prescribed by section 4 for the Act, section 52A(2)(a).

property certificate, in relation to land—

- (a) means the following—
 - (i) a copy of the folio for the land,
 - (ii) a computer folio certificate in relation to the land,
 - (iii) a document that—
 - (A) contains the same information as in the folio for the land, and
 - (B) is certified, by or on behalf of the person to whom the information has been provided, as having been provided in accordance with the *Real Property Act 1900*, section 96B(2), and
- (b) for a lease folio—includes the head title and each lease folio relating to the head title.

purchaser, in relation to an option to purchase residential property, has the same meaning as in the Act, Part 4, Division 9.

recognised sewerage authority means a public authority or local authority that provides a sewage disposal service and includes—

- (a) Hunter Water Corporation, and
- (b) Sydney Water Corporation, and
- (c) a licensed network operator within the meaning of the *Water Industry Competition Act 2006*.

section 603 certificate means a certificate issued under the *Local Government Act 1993*, section 603(3).

sewer main means the part of sewerage infrastructure that comprises the main sewage pipe into which sewage is discharged from premises.

sewerage infrastructure means infrastructure that is, or is to be, used for the treatment, storage, conveyance or reticulation of sewage, and—

- (a) includes an outfall pipe or other work that stores or conveys water leaving the infrastructure, but
- (b) does not include a pipe fitting or apparatus situated upstream of a customer's connection point to a sewer main.

strata development contract has the same meaning as in the *Strata Schemes Development Act 2015*.

strata management statement has the same meaning as in the *Strata Schemes Development Act 2015*.

strata plan has the same meaning as in the *Strata Schemes Development Act 2015*.

strata scheme has the same meaning as in the *Strata Schemes Management Act 2015*.

the Act means the *Conveyancing Act 1919*.