

# Real Property Regulation 2014

[2014-536]



New South Wales

## Status Information

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### Provisions in force

The provisions displayed in this version of the legislation have all commenced.

### Authorisation

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# Real Property Regulation 2014



New South Wales

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# Real Property Regulation 2014



New South Wales

## Part 1 Preliminary

### 1 Name of Regulation

This Regulation is the *Real Property Regulation 2014*.

### 2 Commencement

This Regulation commences on 1 September 2014.

#### Note—

This Regulation replaces the *Real Property Regulation 2008* which is repealed on 1 September 2014 under section 10 (2) of the *Subordinate Legislation Act 1989*.

### 3 Definitions

(1) In this Regulation:

**primary non-photographic identification document** means any of the following:

- (a) a birth certificate or birth extract issued by a State or Territory,
- (b) a citizenship certificate issued by the Commonwealth,
- (c) a citizenship certificate issued by a foreign government and, if the certificate is in a language other than English, a document purporting to contain an English translation of the certificate,
- (d) a birth certificate issued by a foreign government, the United Nations or an agency of the United Nations and, if the certificate is in a language other than English, a document purporting to contain an English translation of the certificate,
- (e) a pension card issued by Centrelink that entitles the person in whose name the card is issued to financial benefits.

**primary photographic identification document** means any of the following:

- (a) a licence or permit issued under a law of a State or Territory or equivalent authority of a foreign country for the purpose of driving a vehicle that contains a

- photograph of the person in whose name the licence or permit is issued,
- (b) a passport issued by the Commonwealth,
  - (c) a passport or a similar document issued for the purpose of international travel that:
    - (i) contains a photograph and the signature of the person in whose name the document is issued, and
    - (ii) is issued by a foreign government, the United Nations or an agency of the United Nations, and
    - (iii) if it is in a language other than English, is accompanied by a document purporting to contain an English translation of the document,
  - (d) a Photo Card issued under the *Photo Card Act 2005*,
  - (e) a card issued under a law of the Commonwealth or another State or Territory for the purpose of proving the person's age which contains a photograph of the person in whose name the card is issued,
  - (f) a national identity card issued for the purpose of identification that:
    - (i) contains a photograph and the signature of the person in whose name the document is issued, and
    - (ii) is issued by a foreign government, the United Nations or an agency of the United Nations, and
    - (iii) if it is in a language other than English, is accompanied by a document purporting to contain an English translation of the document.

***secondary identification document*** means any of the following:

- (a) a notice that was issued to an individual by the Commonwealth, a State or Territory within the preceding 12 months that:
  - (i) contains the name of the individual and his or her address, and
  - (ii) records the provision of financial benefits to the individual under a law of the Commonwealth, State or Territory (as the case may be),
- (b) a notice that was issued to an individual by the Australian Tax Office within the preceding 12 months that:
  - (i) contains the name of the individual and his or her address, and
  - (ii) records a debt payable to or by the individual by or to the Commonwealth under a Commonwealth law relating to taxation,

- (c) a notice that was issued to an individual by a local government body or utilities provider within the preceding 3 months that contains the name of the individual and his or her address.

**the Act** means the *Real Property Act 1900*.

- (2) Notes included in this Regulation do not form part of this Regulation.

## **Part 2 Dealings and caveats**

### **4 Lodgment of dealings and caveats**

- (1) A dealing or caveat that is intended to be lodged at the office of the Registrar-General must:
  - (a) be lodged in the manner approved by the Registrar-General, and
  - (b) be accompanied by the relevant fee set out in Schedule 1.
- (2) Despite subclause (1) (b), if a dealing or caveat is to be lodged electronically, the relevant fee set out in Schedule 1 must be paid in accordance with the participation agreement (within the meaning of the *Electronic Conveyancing National Law (NSW)*) under which the lodgment is authorised.

### **5 Certain instruments in paper form to comply with Schedule 2 requirements**

Each of the following instruments must comply with the requirements set out in Schedule 2 if the instrument is intended to be lodged at the office of the Registrar-General in paper form:

- (a) an application or dealing that is required by the Act or any other Act to be in an approved form,
- (b) a caveat referred to in section 74B or 74F of the Act,
- (c) a declaration of trust (or a duplicate or an attested copy) lodged in accordance with section 82 of the Act.

### **6 Joint tenancy or tenancy in common to be stated**

- (1) The following applications and dealings must state whether the persons concerned take as joint tenants or as tenants in common and, if they take as tenants in common, the shares in which they take:
  - (a) an application by 2 or more persons to be registered as proprietors of land,
  - (b) a transfer, mortgage, charge or lease in favour of 2 or more persons.
- (2) If the persons take as tenants in common, and if the shares in which they take are expressed as fractions, the shares must be stated by means of fractions having a

common denominator and each numerator or denominator of the fraction must be an integer (for example: "A takes as to five-tenths, B takes as to three-tenths and C takes as to two-tenths").

### **7 Caveats: particulars of estate or interest claimed**

The following caveats must specify the particulars set out in Schedule 3 in relation to the estate or interest to which a caveator claims to be entitled:

- (a) a caveat lodged under section 74B of the Act against a primary application,
- (b) a caveat lodged under section 74F of the Act against a dealing, possessory application or delimitation plan, or against an application for cancellation of an easement or extinguishment of a restrictive covenant.

### **8 Caveats applying to part of land only: description of part**

- (1) This clause applies to a caveat lodged under section 74F of the Act against a dealing, possessory application or delimitation plan, or against an application for cancellation of an easement or extinguishment of a restrictive covenant.
- (2) A caveat to which this clause applies that relates to part only of the land described in a folio of the Register or a current lease must describe the part in accordance with the requirements of Schedule 4.

### **9 Annexure of plans to dealings or caveats**

- (1) A plan must not be annexed to a dealing or caveat lodged in the office of the Registrar-General unless the Registrar-General so approves.
- (2) A plan that is annexed to a dealing (other than a lease of premises) or caveat must comply with the requirements of Schedule 5.
- (3) A plan that is annexed to a lease of premises must comply with the requirements of Schedule 6.
- (4) Unless the Registrar-General otherwise approves, a lease of premises for a term of more than 25 years must show the leased premises in a plan annexed to the lease that complies with Schedule 6.

## **Part 3 Searches**

### **10 Official searches**

- (1) A requisition for an official search of the Register must be made in the form approved by the Registrar-General.
- (2) A requisition is to be limited to parcels of land held by one proprietor or jointly held by 2 or more proprietors.

- (3) A requisition may be lodged personally, by post, by facsimile or by other means approved by the Registrar-General.
- (4) The relevant fee set out in Schedule 1 must, if required by the Registrar-General, be paid before delivery of the office copy of a certificate of the result of a search.
- (5) If a requisition is withdrawn after the commencement but before completion of a search, such fees as the Registrar-General determines having regard to the work done up to the time of withdrawal must be paid.
- (6) The Registrar-General may require an interim payment of fees before completion of a search.

## **11 Public searches**

For the purposes of section 96B of the Act:

- (a) the prescribed times at which information in the Register is to be made available are:
  - (i) in the case of information in the Register provided in printed form—8.30 am to 4.30 pm New South Wales Standard Time each day (other than a Saturday, Sunday or public holiday), or
  - (ii) in the case of information in the Register provided in electronic form—between the hours of 1.00 am and midnight New South Wales Standard Time each day (subject to scheduled maintenance or unavoidable system interruptions), and
- (b) the prescribed manner in which information in the Register is to be made available to an applicant is:
  - (i) by providing a copy of the information to the applicant in printed, electronic or other form approved by the Registrar-General, or
  - (ii) in the case of information contained in a computer folio of the Register, by furnishing a certificate to the applicant in accordance with section 96D or 96G of the Act, or
  - (iii) in the case of information contained in a bound volume to which the public has access, by permitting the applicant to inspect the bound volume, and
- (c) the prescribed fee is the relevant fee set out in Schedule 1.

## **Part 4 Reasonable steps in confirming identities of mortgagors**

### **12 Prescribed reasonable steps (until 1 January 2015)**

- (1) For the purposes of section 56C (1) and (2) of the Act, a mortgagee is to be considered as having taken reasonable steps to ensure that the identity of a person who executed a mortgage, or on whose behalf the mortgage was executed, as



mortgagor is the same person who is, or is to become, the registered proprietor of the land that is security for the payment of the debt to which the mortgage relates if the mortgagee:

- (a) has taken the steps set out in clauses 13–15, or
  - (b) has complied with the identification procedures that are required or permitted to be used for the purposes of the Commonwealth Act and the Commonwealth Rules in relation to the kind of mortgage and mortgagor concerned.
- (2) A mortgagee may not rely on subclause (1) (b) in relation to a mortgagor who is not a customer (within the meaning of the Commonwealth Act) of the mortgagee unless:
- (a) the reason for the mortgagor not being a customer is that the mortgagor is a guarantor of, but not a borrower under, the loan secured by the mortgage, and
  - (b) the mortgagee complies with such identification procedures as would have been required or permitted to be used for the purposes of the Commonwealth Act and Commonwealth Rules in relation to the mortgage if the mortgagor had also been a borrower under the loan.
- (3) This clause applies only in respect of a mortgage executed before 1 January 2015.

**Note—**

Clause 16 applies in respect of a mortgage executed on or after 1 January 2015.

- (4) In this clause:

**Commonwealth Act** means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* of the Commonwealth.

**Commonwealth Rules** means the *Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No 1)* under the Commonwealth Act.

### **13 Confirming identities of mortgagors who are natural persons (until 1 January 2015)**

- (1) If the mortgagor is a natural person, the mortgagee must collect the following information from the person:
  - (a) the person's full name,
  - (b) the person's date of birth,
  - (c) the person's residential address.
- (2) The mortgagee must verify the information from:
  - (a) an original or certified copy of a primary photographic identification document, or
  - (b) an original or certified copy of a primary non-photographic identification

document and an original or certified copy of a secondary identification document.

- (3) In verifying the information from the relevant document, the mortgagee must be reasonably satisfied that:
- (a) the document is legible and does not appear to have been altered in any way, and
  - (b) there is no apparent discrepancy between the information collected from the mortgagor and the information contained in the document (other than a discrepancy that can be reasonably explained and supported), and

**Note—**

A reasonable explanation for a discrepancy between the information collected and information contained in a document could be that the mortgagor has recently been married or otherwise had a change of name.

- (c) in the case of a primary photographic identification document—that the photograph contained in the document is a true likeness of the mortgagor.
- (4) A document referred to in this clause does not include a document that has expired (other than in the case of an Australian passport that has been expired for less than 2 years).
- (5) For the purposes of this clause, a copy of a document may be certified as a true copy of the original only by a person authorised to take and receive statutory declarations under section 21 of the *Oaths Act 1900*.
- (6) Nothing in this clause requires a mortgagee to collect and verify information from the mortgagor in a face to face meeting.

**14 Confirming identities of mortgagors that are bodies corporate (until 1 January 2015)**

- (1) If the mortgagor is a body corporate, the mortgagee must collect the following information in respect of the body corporate:
- (a) the name as registered with the Australian Securities and Investments Commission (**ASIC**) (or, in relation to an incorporated association or co-operative, the name as registered with the relevant registration body),
  - (b) the registered office address in Australia,
  - (c) the principal place of business address in Australia (if any),
  - (d) the Australian Company Number (ACN) or Australian Registered Body Number (ARBN) (or, in relation to an incorporated association or co-operative, the relevant registration number),
  - (e) the registration status,
  - (f) the name of each director (or, in relation to an incorporated association, the name

of the chairperson, secretary and treasurer),

(g) the name of the company or co-operative secretary (or, in relation to an incorporated association, the name and address of the public officer).

(2) The mortgagee must verify the information from a document that shows the results of a search made within the previous 30 days of the ASIC database (or, in relation to an incorporated association or co-operative, the database of the relevant registration body) in respect of the body corporate.

(3) In verifying the information from the document, the mortgagee must be reasonably satisfied that:

(a) the document is legible and does not appear to have been altered in any way, and

(b) there is no apparent discrepancy between the information collected from the mortgagor and the information contained in the document.

#### **15 Mortgages executed under power of attorney (until 1 January 2015)**

If the mortgage was executed on behalf of the mortgagor under a power of attorney, the mortgagee must:

(a) if the mortgagor is a natural person—take the actions under clause 13, and

(b) if the mortgagor is a body corporate—take the actions under clause 14, and

(c) if the attorney is a natural person—take the actions under clause 13 as if references to the mortgagor in that clause were references to the attorney, and

(d) if the attorney is a body corporate—take the actions under clause 14 as if references to the mortgagor in that clause were references to the attorney, and

(e) verify, from the power of attorney, that the execution of the mortgage was authorised by the power of attorney.

#### **16 Prescribed reasonable steps for confirming identity of mortgagor (from 1 January 2015)**

(1) This clause applies only in respect of a mortgage executed on or after 1 January 2015.

(2) For the purposes of section 56C (1) and (2) of the Act, a mortgagee is to be considered as having taken reasonable steps to ensure that the person who executed a mortgage, or on whose behalf the mortgage was executed, as mortgagor is the same person who is, or is to become, the registered proprietor of the land that is security for the payment of the debt to which the mortgage relates if the mortgagee or the mortgagee's agent has taken the steps set out in the Verification of Identity Standard.

(3) In this clause:

**participation rules** means the participation rules determined under the *Electronic Conveyancing National Law (NSW)*.

**Verification of Identity Standard** means the standard set out in Schedule 8 to the participation rules as in force from time to time, which is adopted with the following modifications:

- (a) a reference to a subscriber is to be read as a reference to a mortgagee,
- (b) a reference to a subscriber agent is to be read as a reference to the mortgagee's agent (if any),
- (c) a reference to the person being identified is to be read as a reference to the person who executed a mortgage, or on whose behalf the mortgage was executed, as mortgagor,
- (d) references to client authorisations are to be disregarded.

## Part 5 Miscellaneous

### 17 Fees payable to the Registrar-General

- (1) The fees specified opposite the matters listed in Schedule 1 are payable to the Registrar-General in respect of those matters.
- (2) A fee is payable:
  - (a) before the service to which the fee relates is provided, or
  - (b) at such time and in accordance with such conditions as the Registrar-General may agree with the person paying the fee.

### 18 Period for retention of documents

For the purposes of section 12AA (2) (b) and (c) of the Act, the period prescribed is:

- (a) for a plan or other document that has been lodged otherwise than for the purpose of its being registered or recorded—the period of 12 months commencing on the day on which it was lodged, or
- (b) for a plan or other document that has been registered or recorded—the period of 12 months commencing on the day on which it was registered or recorded.

### 19 Statement to accompany notice to NSW Trustee and Guardian of intention to apply for foreclosure order

A statement accompanying a notice given to the NSW Trustee and Guardian under section 61 (2A) of the Act must contain the following particulars:

- (a) a statement that the notice is given pursuant to section 61 (2A) of the Act,
- (b) the full name and last known address of the mortgagor concerned and the date and place of his or her death,
- (c) the amount due and owing under the mortgage at the date the notice is given, or at such other date as may be specified in the notice.

## **20 Service of notices on caveator: prescribed person**

For the purposes of section 74N (1) (d) of the Act, Toll Transport Pty Limited is a prescribed person.

## **21 Service of notices relating to lease where proprietor of lease is bankrupt**

For the purposes of section 91 (2) and (5) of the Act, the prescribed manner of serving a notice is by serving it in the manner provided in section 170 of the [Conveyancing Act 1919](#).

## **22 Ensuring identification by eligible witnesses**

- (1) For the purposes of section 117 (5) of the Act, a witness is to be considered as having taken reasonable steps to ensure the identity of a person executing an application, dealing or caveat if the witness has taken the steps set out in this clause.
- (2) The witness must sight:
  - (a) an original of a primary photographic identification document in respect of the other person, or
  - (b) an original of a primary non-photographic identification document in respect of the other person and an original of a secondary identification document in respect of the other person.
- (3) A document referred to in this clause does not include a document that has expired (other than in the case of an Australian passport that has been expired for less than 2 years).

## **23 Settlement of claims**

For the purposes of section 135 (3) (b) of the Act, the amount that may be paid by the Registrar-General in settlement of a claim must not exceed \$500,000.

### **Note—**

Section 135 (3) (b) of the Act provides that a higher amount than the amount prescribed by this clause may be paid in a particular settlement if the Minister has approved of the settlement.

## **24 Savings**

Any act, matter or thing that, immediately before the commencement of this Regulation,

had effect under the *Real Property Regulation 2008* is taken to have effect under this Regulation.

## 25 Transitional

- (1) Section 56C of the Act, as inserted by the *Real Property and Conveyancing Legislation Amendment Act 2009*, does not apply in respect of any mortgage executed before the insertion of that section (whether accepted for lodgment or not).
- (2) An amendment made to section 117 of the Act by the *Real Property and Conveyancing Legislation Amendment Act 2009* does not apply in respect of any application, dealing or caveat executed before the commencement of the amendment.

## Schedule 1 Fees

(Clauses 4, 10, 11 and 17)

Item	Matter for which fee payable	Fee
<b>Copies</b>		
1	On lodgment of an application for a certified copy of a registered instrument or part of it affecting land under the provisions of the Act—for each copy	\$107.00
2	For supplying a copy of a document or part of a document in the custody of the Registrar-General:	
	(a) to any person attending an office of the Land and Property Information Division, Department of Finance and Services	\$14.00
	(b) by electronic means to any agent licensed by the Land and Property Information Division, Department of Finance and Services	\$7.35
	(c) to any person by some other means	Such reasonable fee (determined by the Registrar-General) as is warranted by the work involved in providing the service
3	On lodgment of an application for a copy of a document in the custody of the Registrar-General, other than a certified copy or a copy available to any person attending an office of the Land and Property Information Division, Department of Finance and Services	Such reasonable fee (determined by the Registrar-General) as is warranted by the work involved in preparing the copy

**Advertisements**

4	On advertisement, pursuant to section 12 (1) (h1) of the Act, of the intended exercise or performance of any power, authority, duty or function conferred or imposed on the Registrar-General by the Act	Such reasonable fee (determined by the Registrar-General) as is warranted by the cost incurred in publishing the advertisement
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**Production of documents**

5	For each Crown grant, certificate of title or other document produced once for the purpose of the subsequent lodgment of any application, request, dealing or plan	\$41.00
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6	For each Crown grant, certificate of title or other document produced once for the purpose of multiple subsequent lodgments (not exceeding 8) of any application, request, dealing or plan during a period not exceeding 3 months	\$82.00
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**Applications, requests and dealings**

7	On lodgment of a primary application to bring land under the Act pursuant to section 14 of the Act	\$1,387.00
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8	On lodgment of a resumption application to bring land under the Act pursuant to section 31A of the Act	\$220.00
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In addition, for each quarter-hour or part of a quarter-hour in excess of the first hour occupied in examining the application

\$54.00

9	On lodgment of an application under section 45D of the Act by a person in possession of land to be recorded as proprietor of an estate or interest in that land	\$107.00
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In addition, for each quarter-hour or part of a quarter-hour occupied in examining the application

\$54.00

10	On lodgment of a transfer by way of discharge of mortgage where a mortgagee has been recorded as registered proprietor pursuant to section 12B of the Act	\$107.00
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11	On lodgment of a dealing for registration or recording of a unilateral severance of a joint tenancy pursuant to section 97 of the Act	\$107.00
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12	On lodgment of a dealing to transfer an estate in land that changes the tenancy of co-tenants without altering their shares	\$107.00
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13	On lodgment of a dealing to transfer the ownership of an estate in land pursuant to section 46 of the Act	\$214.00
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14	On lodgment of an application (other than an application to dispose of Crown land arising from the closing of a public road under the <a href="#">Roads Act 1993</a> ), request or dealing that will result in more than one recording on a folio of the Register, for each additional recording	\$107.00
15	On lodgment of an application to dispose of Crown land arising from the closing of a public road under the <a href="#">Roads Act 1993</a> , regardless of how many recordings will ensue	\$214.00
16	On lodgment of an application or request for amendment of a folio of the Register, Crown grant or certificate of title	\$107.00
17	On lodgment of an application to record in the Register an appurtenant easement created by a deed	\$107.00
	In addition, for each quarter-hour or part of a quarter-hour occupied in processing the application	\$54.00
18	On lodgment of an application under section 81A of the Act for the extinguishment of a restrictive covenant	\$107.00
	In addition:	
	(a) for each quarter-hour or part of a quarter-hour occupied in examining the application	\$54.00
	(b) for the Registrar-General's costs of giving notice under section 81D of the Act by way of registered post	Such reasonable fee (determined by the Registrar-General) as is warranted by the cost incurred in posting the notice
19	On lodgment of an application under section 49 of the Act for the cancellation of an easement that has been abandoned or extinguished	\$107.00
	In addition, for each quarter-hour or part of a quarter-hour occupied in examining the application	\$54.00
20	On lodgment of an application for the determination under Part 14A of the Act of the position of the common boundary of adjoining lands	\$107.00
21	For every plan, sketch or diagram accompanying an application, request or dealing	\$107.00
22	For the creation of a certificate of title on any application, request or dealing (other than pursuant to section 111 of the Act), for each certificate, an additional	\$107.00
23	On lodgment of an application, request or dealing for which no fee is otherwise provided	\$107.00



### **Caveats**

24	On lodgment or recording of a caveat	\$107.00
25	On withdrawal or partial withdrawal of a caveat pursuant to section 74M (1) of the Act	\$107.00
26	On lodgment of a request for withdrawal or partial withdrawal of a Registrar-General's caveat (no fee is payable for withdrawal or partial withdrawal of a Registrar-General's caveat consequent on lodgment and registration of a dealing)	\$107.00
27	On lodgment of a request for the Registrar-General to direct the manner of service of a notice on a caveator pursuant to section 74N (1) (e) of the Act	\$107.00
28	On lodgment of an application for preparation of a notice for service on a caveator pursuant to section 74C (3), 74I (1) or (2), 74J (1) or 74JA (2) of the Act	\$107.00
29	On lodgment of a notice of a change of name of a caveator or of the address for service of a notice on a caveator	\$107.00

### **Authentication of forms**

30	For examination and authentication of any dealing, application, request or caveat that is required by any Act to be in an approved form which contains departures from the approved form and which is not a form licensed by the Registrar-General, an additional	\$107.00
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### **Official searches**

31	On requisition for an official search of a folio of the Register (whether or not requiring the continuation of a search from the date of a previous search of that folio or the date of a prior certificate of result of a search)	\$216.00
	In addition, for each quarter-hour or part of a quarter-hour occupied in the search after the first hour	\$54.00

### **Public searches**

32	On the lodgment of a requisition requiring dispatch of information by post, facsimile or other means approved by the Registrar-General—for an initial search of a folio of the Register, including investigation as to title reference, a copy of the relevant folio and the transmission fee	\$54.00
	In addition, for each quarter-hour or part of a quarter-hour occupied in the search after the first quarter-hour	\$54.00
	In addition, for inclusion in the initial search of any additional document forming part of the Register (per document)	\$14.00

**Searches generally**

33	In the case of a requisition for an official search of a manual folio, a computer folio certificate or a search of a historical record that, in the opinion of the Registrar-General, is a search for which the above schedule of fees is not appropriate	Such reasonable fee (determined by the Registrar-General in negotiation with the requesting party) as is warranted by the cost incurred in carrying out the search
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**Certificates of title**

34	On lodgment of an application for a new certificate of title under section 111 of the Act	\$214.00
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**Reports**

35	For supplying a Lease Folio Data Extract Report:	
	(a) to any person attending an office of the Land and Property Information Division, Department of Finance and Services	\$42.00
	(b) by electronic means to any agent licensed by the Land and Property Information Division, Department of Finance and Services	\$29.40
	(c) by electronic means to any person via the website of the Land and Property Information Division, Department of Finance and Services	\$34.45
36	For supplying a Lease Folio Caveats, Writs and Other Dealings Report:	
	(a) to any person attending an office of the Land and Property Information Division, Department of Finance and Services	\$28.00
	(b) by electronic means to any agent licensed by the Land and Property Information Division, Department of Finance and Services	\$14.70
	(c) by electronic means to any person via the website of the Land and Property Information Division, Department of Finance and Services	\$19.75

**Lodgment support services (LSS) for electronic conveyancing**

37	For supplying to an Electronic Lodgment Network ( <i>Electronic Conveyancing National Law (NSW)</i> )—section 13) the following electronic services:	
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- (a) the suite of lodgment support services (known as “LSS 1”) comprising initial supply of title data, verifications that documents are in an appropriate form for electronic lodgment and automated checks for changes in title data initially supplied \$11.03
- (b) the suite of lodgment support services (known as “LSS 2”) comprising initial supply of title data and verifications that documents are in an appropriate form for electronic lodgment \$7.35
- (c) the lodgment support service (known as “LSS 3”) comprising supply of updated title data following changes in title data initially supplied \$3.68

**Miscellaneous**

38	On depositing an instrument declaratory of trusts	\$107.00
39	On depositing any other instrument not specified	\$107.00
40	On lodgment of an application for a statement of reasons under section 121 of the Act	\$107.00
41	For recording of any memorial or notification not otherwise provided for	\$107.00
42	On lodgment of a request for delivery of a document or documents pursuant to section 23A (3) (c) of the Act (no fee is payable if the request is made during the currency of the primary application)	\$25.80
43	For furnishing a certificate of ownership ( <i>Local Government Act 1993</i> —section 700 (2) or <i>Environmental Planning and Assessment Act 1979</i> —section 151 (2)) and incorporating in it any information as to subsisting encumbrances or interests	\$54.00
	In addition, for each quarter-hour or part of a quarter-hour occupied in preparing the certificate of ownership after the first quarter-hour	\$54.00
	In addition, for supplying each additional document forming part of the Register	\$14.00
44	For supplying information in response to a written inquiry as to the manner in which a proposed dealing or plan should be drawn, or as to whether a proposed dealing or plan is entitled to registration, or in response to a written inquiry that necessitates any searching or investigation	Such reasonable fee (determined by the Registrar-General) as is warranted by the cost incurred in supplying the information, searching or investigating
45	In addition, for any dealing, application, request or caveat that refers to more than 20 folios of the Register	\$107.00 for each group of 20 folio references or part of that number

## Schedule 2 Requirements for certain instruments

(Clause 5)

- 1 The text must be clearly printed or written across the width of each sheet of paper used.
- 2 Unless the Registrar-General otherwise approves, all text must be in the English language.
- 3 The text must be printed or written on only one side of each sheet.
- 4 The sheets used must have clear margins:
  - (a) on the first sheet—of not less than 25mm at the top and 10mm on each side and at the bottom, and
  - (b) on each subsequent sheet—of not less than 10mm on each side and at the top and bottom.
- 5 The paper used must be:
  - (a) archival paper of a quality approved by the Registrar-General, that is:
    - (i) white and free from discolouration and blemishes, and
    - (ii) not less than 80 grams per square metre, and
    - (iii) 297mm in length by 210mm in width (standard A4), or
  - (b) such other paper as may be approved by the Registrar-General.
- 6
  - (1) Unless the Registrar-General otherwise approves, all letters, numbers and other symbols appearing in text must be in a font style that is:
    - (a) at least 10 point (1.8mm) in size, and
    - (b) dense black or dense dark blue in colour, and
    - (c) open in formation and construction, and
    - (d) in an upright style.
  - (2) The lines must not overlap. A carbon copy, or a copy in which the typewritten characters blur or spread, or are liable to mark or damage an adjacent sheet, will not be accepted.
  - (3) Handwriting and any imprint of a seal must be clear and legible and in dense black or dense dark blue ink.
  - (4) All symbols used must be letters unless:
    - (a) the Registrar-General otherwise approves, or

(b) this Schedule otherwise provides.

- 7** All typewriting, printing, handwriting and any imprint of a seal must be to a standard that will enable it to be clearly reproduced by the imaging processes employed by the Registrar-General.
- 8** Typewriting, printing, writing or seals must not extend into the margin.
- 9** Typewriting, printing, writing or signatures must not extend into any seal.
- 10**
- (1) Alterations must be made by striking through the matter intended to be altered and not by rubbing, scraping or cutting the surface of the paper or by using correction fluid.
  - (2) Signatures or initials noting alterations by interlineation or the striking through of matter must be placed in the margin as near as practicable to the alteration.
  - (3) In addition, the name of the person noting the alteration must be printed in cases where:
    - (a) the person initials an alteration, or
    - (b) the person notes an alteration by signature but the person's name cannot be clearly ascertained.
  - (4) The date of the alteration must be included.
- 11** The pages of an annexure to a dealing must be numbered sequentially in the centre of the foot of each page as "Page ... of ... pages" and the annexure:
- (a) must be identified (on the annexure itself) as an annexure to the dealing, and
  - (b) must be signed, on the first and last pages, by the parties to the dealing (or, if a party is a body corporate, by a person who has attested the affixing of the seal of the body corporate or who has otherwise signed on its behalf), and
  - (c) must be referred to in the body of the dealing.
- 12** An additional or inserted sheet intended to form part of a dealing:
- (a) must be attached to the dealing in a manner acceptable to the Registrar-General, and
  - (b) if it contains matter that would normally be inserted in a form approved by the Registrar-General—must be signed by the parties to the dealing (or, if a party is a body corporate, signed by a person who has attested the affixing of the seal of the body corporate or who has otherwise signed on its behalf).
- 13** If, apart from any matter contained in an additional or inserted sheet, it is not readily apparent from the body of a dealing that the additional or inserted matter is intended to form part of the dealing:

- (a) a note referring to the additional or inserted matter (or covenants by number where appropriate) must be added to the body of the dealing, and
- (b) a note identifying the additional or inserted matter must be added to the additional or inserted sheet containing that matter.

**14** Dimensions referred to in a dealing:

- (a) in the case of dimensions of length, must be expressed in metres and not in any other unit of measurement of length (whether or not related to the metre), and
- (b) in the case of dimensions of area, must be expressed in square metres, hectares or square kilometres and not in any other unit of measurement of area (whether or not related to the square metre, hectare or square kilometre).

**15** Annexures, additional sheets or inserted sheets may be prepared by means of a photographic or similar process approved by the Registrar-General and, if so prepared:

- (a) must comply with items 1-14, and
- (b) must contain only printing that is permanent and legible with a dense black image free from excessive background, and
- (c) must be so prepared that the process does not affect the quality of the paper, and
- (d) must not include photographs, except with the consent of the Registrar-General, and
- (e) must be authenticated by original signatures.

**Schedule 3 Particulars of estate or interest to be specified in caveats**

(Clause 7)

- 1** Particulars of the nature of the estate or interest in land claimed by the caveator.
- 2** The facts on which the claim is founded, including (if appropriate) a statement as to the manner in which the estate or interest claimed is derived from the registered proprietor of the estate or interest or the primary or possessory applicant against which the caveat is to operate.
- 3** If the caveator's claim is based (wholly or in part) on the terms of a written agreement or other instrument, particulars of the nature and date of that agreement or instrument and the parties to it.
- 4** If the caveator claims as mortgagee, chargee or covenant chargee, a statement of the amount (if readily ascertainable) of the debt or other sum of money charged on the land (or, if the amount is not readily ascertainable, the nature of the debt, annuity, rent-charge or other charge secured on the land).
- 5** If the caveator claims as lessee for a term or for a renewal or extension of a term, particulars of the duration of the term or renewed or extended term and its commencing date (and, if the agreement for the term, renewal or extension includes an option for the renewal or extension of the term or to

purchase the reversion, a statement to the appropriate effect).

- 6** If the caveator claims an easement, particulars of the land or authority that has or is intended to have the benefit of the easement.
- 7** If the caveator claims a profit à prendre, particulars of the land or authority intended to have the benefit of the profit à prendre.
- 8** If the caveator claims a right to the benefit of a restriction on the use of land, particulars of the land or authority intended to have the benefit of the restriction.
- 9** If the caveator claims a right to the benefit of a positive covenant, particulars of the land or authority intended to have the benefit of the covenant.
- 10** It is not necessary to specify:
  - (a) whether the estate or interest claimed is legal or equitable, or
  - (b) the quantum of the estate or interest claimed (except as provided in items 4 and 5), or
  - (c) how the estate or interest claimed ranks in priority with other estates and interests in the land.

#### **Schedule 4 Description in caveats of part of land**

(Clause 8)

- 1** Except where item 2, 3 or 5 applies, the description of the part must refer to the part:
  - (a) as a lot or portion in a current plan within the meaning of the *Conveyancing Act 1919*, or
  - (b) as a proposed lot in a plan lodged for registration or recording:
    - (i) under Division 3 of Part 23 of the *Conveyancing Act 1919*, or
    - (ii) under the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*,  
  
but only if the plan has not been so registered or recorded at the time of lodgment of the caveat, or
  - (c) if the Registrar-General so approves—as the land shown in a plan annexed to or endorsed on the caveat, which plan must contain sufficient information to establish, to the satisfaction of the Registrar-General, the relationship of the plan to the boundaries of the land comprised in the folio of the Register or the current lease to which the caveat relates.
- 2** If the claim of the caveator is in respect of:
  - (a) premises within an existing building, or
  - (b) a proposed lot in a proposed strata plan or other proposed plan of subdivision which, at the time of lodgment of the caveat, has not been lodged with the Registrar-General for registration or recording, or
  - (c) a parcel for which description in accordance with item 1 is inappropriate,

the description of the part must be in such other form or manner as will enable the Registrar-General to identify the part to which the claim relates.

- 3** If the claim of the caveator is in respect of an unregistered easement over part of the land comprised in a folio of the Register or a current lease, the description must identify the site of the easement:
  - (a) if the Registrar-General so approves—as the land shown in a plan annexed to or endorsed on the caveat, or
  - (b) as the land shown in a plan which defines the site of the easement and which is registered or recorded in the office of the Registrar-General.
- 4** It is not necessary for a plan referred to in item 3 to define precisely the site of an easement intended to be created in respect of an existing tunnel, pipe, conduit, wire or other similar object which is underground, or is within or beneath an existing building, so long as the plan shows the approximate position of the easement.
- 5** If mines or minerals constitute the part of the land comprised in the folio of the Register or current lease to which the claim of the caveator relates, it is sufficient to specify or describe the mines or minerals concerned.

### **Schedule 5 Requirements for plans annexed to dealings (other than leases of premises) or caveats**

(Clause 9)

- 1** A plan must identify the land to which it relates.
- 2** A plan must be drawn in a manner and to a scale that allows all details and notations to be clearly reproduced by the imaging processes used by the Registrar-General.
- 3** A plan must contain the following particulars:
  - (a) a statement on each sheet of the reduction ratio at which the plan is drawn,
  - (b) the north point (which must be directed upwards) and the meridian to which it relates,
  - (c) complete dimensions (including area) of every parcel comprised in the plan,
  - (d) sufficient information to define any proposed easement, or any proposed variation of an existing easement, and its relationship to the boundaries of any affected parcel,
  - (e) if prepared by a registered land surveyor within the meaning of the *Surveying and Spatial Information Act 2002*, the signature of the surveyor,
  - (f) the date of preparation of the plan,
  - (g) the signature of each person who has signed the dealing or caveat to which the plan is annexed.
- 4** The description of the part of the land shown in the plan must agree with the description of that



part shown in the dealing or caveat.

- 5** The lengths shown on a plan must be expressed in metres and not in any other unit of measurement of length (whether or not related to the metre), without the use of any symbol or abbreviation to represent the metre as the unit of measurement employed.
- 6** Area measurements shown on a plan must be expressed in the following units of measurement:
  - (a) areas of less than one hectare must be expressed in square metres accompanied by the symbol "m<sup>2</sup>",
  - (b) areas of one hectare or more but less than 10,000 hectares must be expressed in hectares (using not more than 4 significant figures) accompanied by the symbol "ha",
  - (c) areas of 10,000 hectares or more must be expressed in square kilometres accompanied by the symbol "km<sup>2</sup>".
- 7** Unless the Registrar-General otherwise approves, all words, letters, figures and symbols appearing on a plan:
  - (a) must be shown in capital letters (except as provided by item 6), and
  - (b) must be open in formation and construction, and
  - (c) must be drawn in an upright style, and
  - (d) must be in the English language.
- 8**
  - (1) A plan may be altered only by, or with the authority of, the person who prepared the plan by striking through the matter to be altered.
  - (2) In particular, a plan may not be altered by the use of correction fluid or by rubbing, scraping or cutting the surface of the sheet on which the plan is drawn.
  - (3) The Registrar-General may require a sheet on which a plan is drawn to be replaced if, in the opinion of the Registrar-General any alteration on the sheet will render it unsuitable for imaging.
  - (4) Signatures or initials noting alterations by interlineation or the striking through of matter must be placed as near as practicable to the alteration by the person who prepared the plan and made the alteration.
  - (5) In addition, the name of the person noting the alteration must be printed in cases where:
    - (a) the person initials an alteration, or
    - (b) the person notes an alteration by signature but the person's name cannot be clearly ascertained.

(6) The date of the alteration must be included.

- 9 If lodged as an annexure, a plan must be neatly and clearly drawn without colour or edging.
- 10 Each plan sheet must consist of paper, or some other medium approved by the Registrar-General.
- 11 A plan must be drawn on only one side of a plan sheet and must be drawn on a matt surface.
- 12 Each plan sheet must be free from blemishes and creases.
- 13 Each plan sheet must be 297mm in length by 210mm in width (standard A4) and have clear margins of at least 10mm on each side and at the top and bottom.
- 14 If a plan is endorsed on a dealing or caveat, it must be drawn in such a manner that the lines and notation of the plan do not obscure or interfere with any writing or printing on the dealing or caveat.
- 15 Where the original plan is not available, an annexed plan may be a reproduction prepared by means of a photographic or similar process approved by the Registrar-General and, if so prepared:
  - (a) must comply with items 1-14, and
  - (b) must contain only printing that is permanent and legible with a dense black image free from excessive background, and
  - (c) must be so prepared that the process does not affect the quality of the paper, and
  - (d) must be authenticated by original signatures.
- 16 Plans annexed to dealings must be compiled plans and not plans of survey except with the consent of the Registrar-General.
- 17 A registered plan must not be annexed to a dealing or caveat.

## **Schedule 6 Requirements for plans annexed to leases of premises**

(Clause 9)

- 1 For the purposes of this Schedule, **premises** means a building or part of a building, unless the Registrar-General approves otherwise.
- 2 A plan must identify the premises to which it relates.
- 3 Premises that comprise the whole of a building may be defined by measurements in a plan.
- 4 Premises that comprise part of a building may be identified in a plan by showing the outer walls of the building and defining the leased area by reference to:
  - (a) internal walls and fixtures, or
  - (b) dimensions.
- 5 The description of any premises shown in a plan must agree with the description of those premises

shown in the lease.

- 6** A plan must be drawn in a manner and to a scale that allows all details and notations to be clearly reproduced by the imaging processes used by the Registrar-General.
- 7** A plan must be neatly and clearly drawn without colour or edging.
- 8** A plan must contain the following particulars:
  - (a) the north point (which must be directed upwards),
  - (b) if the Registrar-General so requires, dimensional connections of the leased premises to the title boundaries,
  - (c) a statement as to the floor level on which the premises are located, where appropriate,
  - (d) sufficient information to define any proposed easement and its relationship to the boundaries of the affected parcel,
  - (e) the signature of each person who has signed the lease to which the plan is annexed.
- 9** The lengths shown on a plan must be expressed in metres and not in any other unit of measurement of length (whether or not related to the metre), without the use of any symbol or abbreviation to represent the metre as the unit of measurement employed.
- 10** Area measurements shown on a plan must be expressed in square metres accompanied by the symbol "m<sup>2</sup>".
- 11** Unless the Registrar-General otherwise approves, all words, letters, figures and symbols appearing on a plan:
  - (a) must be shown in capital letters (except as provided by item 10), and
  - (b) must be open in formation and construction, and
  - (c) must be drawn in an upright style, and
  - (d) must be in the English language.
- 12**
  - (1) A plan may be altered only by, or with the authority of, the person who prepared the plan by striking through the matter to be altered.
  - (2) In particular, a plan may not be altered by the use of correction fluid or by rubbing, scraping or cutting the surface of the sheet on which the plan is drawn.
  - (3) The Registrar-General may require a sheet on which a plan is drawn to be replaced if, in the opinion of the Registrar-General, any alteration on the sheet will render it unsuitable for imaging.
  - (4) Signatures or initials noting alterations by interlineation or the striking through of

matter must be placed as near as practicable to the alteration by the person who prepared the plan and made the alteration.

(5) In addition, the name of the person noting the alteration must be printed in cases where:

(a) the person initials an alteration, or

(b) the person notes an alteration by signature but the person's name cannot be clearly ascertained.

(6) The date of the alteration must be included.

**13** Each plan sheet must consist of paper, or some other medium approved by the Registrar-General.

**14** A plan must be drawn on only one side of a plan sheet and must be drawn on a matt surface.

**15** Each plan sheet must be free from blemishes and creases.

**16** Each plan sheet must be 297mm in length by 210mm in width (standard A4) and have clear margins of at least 10mm on each side and at the top and bottom.

**17** Where the original plan is not available, an annexed plan may be a reproduction prepared by means of a photographic or similar process approved by the Registrar-General and, if so prepared:

(a) must comply with items 1-16, and

(b) must contain only printing that is permanent and legible with a dense black image free from excessive background, and

(c) must be so prepared that the process does not affect the quality of the paper, and

(d) must be authenticated by original signatures.

**18** Plans annexed to leases must be compiled plans and not plans of survey except with the consent of the Registrar-General.

**19** A registered plan must not be annexed to a lease.