



**Your Expert Local Conveyancers**

**> NEW SOUTH WALES**

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## About Conveyancer.com.au?

Conveyancer.com.au is a specialist property law firm, comprising experienced conveyancing lawyers with in-depth knowledge of NSW property transfers. We are committed to delivering professional, tailored, and efficient services to our clients. The team at Conveyancer.com.au have a broad breadth of experience and can complete property transactions throughout Australia.

Conveyancer.com.au represents both individuals and corporate clients in the purchase, sale, and transfer of property across Australia. Having grown from our humble Victorian origins to a national property firm our teams are highly experienced in assisting developers with land acquisition and registration. Our expertise extends beyond residential transactions, offering comprehensive support for the acquisition of commercial properties and business transactions.



**A legal practice led by**  
**Australian lawyers.**





# Conveyancer.com.au's Promise

## Convenience

Conveniently accessible, Conveyancer.com.au offers clients the flexibility to complete transactions from anywhere in the world. Our streamlined processes and use of advanced technology enable us to accommodate even the busiest of schedules.

## Value

Conveyancer.com.au delivers exceptional value, offering high-quality services at a fraction of the cost of our competitors.

## Experienced

Our experienced team of conveyancing lawyers takes a customer-centric approach, delivering exceptional, accessible service that offers great value for money.



# 5 Step Guide to **Purchasing** in New South Wales

Purchasing your first home or an investment property is a significant but daunting milestone to accomplish. Conveyancer.com.au offers exceptional, affordable conveyancing for all Australians. We operate on a low fee model which does not compromise on quality of service. Regardless of whether you are buying or selling we have dedicated conveyancers and lawyers who will diligently and expertly work on your transaction through to completion.

## Step 1: Contract Review

Conveyancer.com.au offers a free contract review of a standard sale contract. After your first review our office charges a fee for each review as it is completed by a Lawyer. Our property experts will review your contract and disclosure statement within 24 hours of receiving it to highlight any irregularities and suggest beneficial amendments to the contract depending on your personal circumstances.

## Step 2: Offer and Acceptance

**Private Sale:** In New South Wales (NSW), when a residential property is sold via a private agreement i.e. not at a scheduled auction the purchaser is allowed a 5 business day cooling off period which begins from when the last party signs the contract and ends 5pm on the 5th business day. Should a purchaser withdraw from the contract during the cooling off period they will forfeit 0.25% of the purchase price.

The **cooling off period** does not apply to properties purchased at auction and purchasers during the course of a private sale can choose to waive the cooling off period by providing a 66w certificate signed by a conveyancer who has advised the purchaser of the implications of waiving the cooling off period.

In NSW, you cannot make your offer conditional upon finance approval or satisfactory building and pest inspections. Whilst there is no provision for making your offer subject to satisfactory building /pest inspections, or finance approval; you can enquire with the agent whether they have a building and pest report on the property or can request this to be done within the cooling off period.

When a purchaser changes their mind after the contract of sale has been executed, the Purchaser agrees to forfeit the contracted 10% deposit, regardless of whether it has been paid.







## Commercial Property


Similarly, to the NSW auction rules, when purchasing commercial property in New South Wales a purchaser enters the transaction unconditionally upon signing and are not afforded a cooling off period and cannot make their offer subject to building and pest inspections or finance approval.



## Auction

Similarly, to the other states in Australia, when purchasing residential property in New South Wales at a scheduled auction, the offer made cannot be subject to building inspections, pest inspections or finance approval.

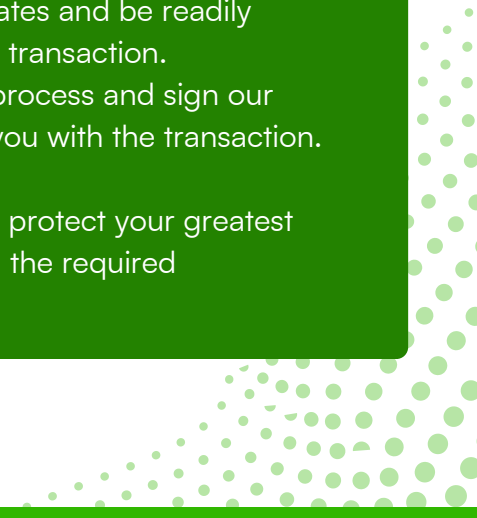
Note: As a purchaser at a scheduled auction, if the property is “passed in” and you purchase the property on the day of the scheduled auction you also forfeit the cooling off period and it is an unconditional sale as soon as the contracts are exchanged between the parties.



## Step 3: Preparation of legal documentation

The team at [Conveyancer.com.au](https://conveyancer.com.au) will provide you with regular status updates and be readily available to answer any questions you have about the process and or your transaction. Our staff will request that you partake in a mandatory Identity verification process and sign our client authorisation to ensure we have the necessary documents to assist you with the transaction.

Our team can also assist with the lodging of caveats and Title insurance to protect your greatest asset. A settlement date is then confirmed, and our team begins preparing the required documents to legally complete the transaction.



## Step 4: Settlement day

Settlement is the conclusion of the transaction and usually takes place six weeks after the original contract exchange date.

## Step 5: Completion

The purchaser can now move into their new home. Moving in becomes hassle free with Conveyancer.com.au's partnership with Move me, where all your utilities and services are connected with a click of a button to ensure your property is move in ready on the day of settlement.

Our team will also notify the council, water authorities and owners corporations if applicable of the change in ownership of the property to ensure a hassle-free transition.



### What Conveyancer.com.au offers its Purchasers:

- Skilled Property professionals available anytime for a chat
- Fixed legal costs
- 24 hour turn around times for all contract reviews which are completed by an Australian Lawyer
- Fully audited and compliant Trust account for added security
- We have the necessary experience, processes and relevant insurances to make your transaction efficient and timely.



# 5 Step Guide to Selling in New South Wales

## Process of Selling your Property

Conveyancer.com.au will eliminate the stress and headache commonly associated with organising the sale of your property. To get this started our experienced and friendly conveyancing lawyers will guide you through the process.

### Step 1: Contract Preparation

In New South Wales, a residential property cannot be advertised for sale until a contract of sale has been prepared for the property. The contract of sale must include a copy of the title documents, drainage diagram and planning certificate (S10.7) issued by the council. The contract must also feature a list of exclusions and include a statement of the buyers cooling off rights.

Before our team can send the prepared contract of sale to you the vendor or the listing agent we will require all legal persons on Title to participate in the Id verification process, sign a client authorisation form and make payment of our initial invoice for the cost of preparation of the Contract of Sale which is deducted from the final cost at settlement.

**!** **Note:** If the property features a Pool or Spa it must be compliant with the Swimming Pools Act 1992 and the contract must include a current certificate of compliance issued by the relevant council.

### Step 2: Contract Exchange

The e-contract exchange is a key milestone in the sale process. Important conditions include:  
The buyer or seller is not legally bound until signed contracts are exchanged.

Buyers typically have a 5-day cooling-off period post-exchange, during which they may withdraw from the sale.

This period can be waived, reduced, or extended by negotiation.

If the agent facilitates the exchange, they must provide signed copies of the contract to each party or their representative within 2 business days.

**!** **Note:** Sellers have no cooling-off period and are generally bound to complete the agreement once contracts are exchanged.  
There is no cooling-off period when purchasing at auction.

### Step 3: Preparation of legal documentation

The team at Conveyancer.com.au will provide you with regular status updates and be readily available to answer any questions you have about the process and or your transaction.

Our staff will request that you partake in a mandatory Identity verification process and sign our client authorisation to ensure we have the necessary documents to assist you with the transaction. Our team can also assist with the lodging of caveats and Title insurance to protect your greatest asset. A settlement date is then confirmed, and our team begins preparing the required documents to legally complete the transaction.

### Step 4: Settlement day

Settlement is the conclusion of the transaction and usually takes place six weeks after the original contract exchange date.

### Step 5: Completion

Once settlement is complete, the Vendor will no longer be legally responsible for the property. Our staff will notify the council, water authorities and owners corporations where applicable to advise the end of our clients continuing obligation in relation to the property.

### What Conveyancer.com.au offers its Sellers:

- Property specialists available anytime for a chat
- Fixed legal Costs
- Contracts of Sale prepared within 48 hours (conditions apply)
- Fully audited and maintained Trust account for added security
- We have the necessary experience, processes and relevant insurances to make your transaction efficient and timely.





# Frequently Asked Questions

## Conveyancing and why do I need a conveyancer?

Conveyancing is the legal process required to transfer ownership from legal person to another. Settlements in New South Wales are conducted electronically via the PEXA platform, requiring the assistance of a licensed conveyancer or solicitor to represent you. For security reasons, PEXA is not accessible to the general public and can only be used by authorised property practitioners and finance professionals.

## What is the difference between Joint Tenants and Tenants in Common?

**Joint Tenants:** When two or more parties own a property sharing in equal rights and obligations over the property ie 50/50. As joint tenants the law of survivorship applies when one member in the joint tenancy is deceased. The law of survivorship states that upon the death of one of the joint owners the real property as a whole will pass to the surviving proprietor (surviving original owner).

**Tenants in common:** Where two or more parties own a property in unequal shares ie 70/30. Upon the death of one of the tenants in common the deceased's share in the property DOES NOT pass to the surviving tenant in common. Instead the deceased share in the property passes to the executor/ administrator of their estate.

## What is a cooling off period?

When you buy a residential property in NSW, there's a 5-business day cooling-off period starting from the contract exchange and ending at 5pm on the fifth business day. For example, if you exchange on a Tuesday, the period ends at 5pm the following Tuesday. During this time, you can cancel the contract by giving written notice, but you'll forfeit 0.25% of the purchase price (e.g., \$250 per \$100,000).

- ① Off-the-plan purchases have a 10-business day cooling-off period due to their complexity.

There's no cooling-off period for auction purchases or contracts exchanged the same day as an auction. You can waive, reduce, or extend the cooling-off period by agreement or by providing a 66W certificate.



## What and When is settlement?

Settlement is the date when the legal ownership of a property is transferred to the buyer on a validly exchanged contract. The settlement date can vary in length and is specified in the Contract of Sale. However, when purchasing off the Plan settlement will be called within 21 days of the plan being registered and once the occupancy certificate has been issued.



## Difference between a private sale and auction?

When you buy a property at auction, there's no cooling-off period. That means once the hammer falls, the sale is final—you can't back out if you change your mind, find issues in an inspection, or your loan isn't approved.

So it's important to be ready.

Before auction day: Get your finance pre-approved

- Book building and pest inspections
- Review the contract with a solicitor or conveyancer
- Do a title search and get a property valuation
- Buying at auction moves fast, but with the right prep, you'll be ready to bid with confidence.



## What is Land Tax?

Land tax is an annual tax levied at the end of the calendar year on property you own that is above the land tax threshold.

- ① Land tax is different to property tax.

You may need to pay land tax if you own or jointly own:

Vacant land (including rural), holiday homes, or investment properties, Residential, commercial, or industrial properties (including units and car spaces)

Company title units or land leased from government  
You may also be liable if you're a foreign owner or a non-included owner of a property opted into property tax and your total land value exceeds the threshold.  
Land tax applies even if no income is earned from the land.

Exemptions generally apply to:

- Your principal residence
- Primary production land (farms)
- Land below the tax threshold



## What and how much is Stamp duty?

### Pre purchase property reports

When selling a residential property, agents must comply with disclosure and record-keeping rules, including documenting any known pre-purchase inspection reports.

#### These include:

- Building inspections (AS 4349)
- Pest inspections
- Strata document inspections (s182 & s184, Strata Schemes Management Act 2015)
- Community scheme document inspections (s26, Community Land Management Act 1989)

### Strata-related reports are often referred to as 'strata searches'.

Agents must disclose these reports when buyers request the sale contract.

### Under clause 37 of the Property and Stock Agents Regulation 2022, agents must record:

- Date of inspection
- Who requested it
- Who prepared it, including contact details
- Whether the preparer has professional indemnity insurance
- Whether the report is available for re-purchase

- ① Agents may become aware of reports through the vendor, prospective buyers, or inspectors arranging access to the property or records.

### Requirements for the Sale of property in NSW

In NSW a residential property cannot be put on the market until a contract of sale has been drawn up. If you are interested in a property.

## Key Points : Off the Plan Purchases

### › Registered plan

Purchasers must be provided with a copy of the registered plan at least 21 days prior to settlement.

### › Cooling-off period

Off-the-plan buyers have a 10-business-day cooling-off period, which is longer than the standard 5-day period for existing homes.

### › Settlement timeframe

The contract usually specifies a settlement timeframe, often within 21 days of the plan registration and occupation certificate.

### › Late settlement

The contract may include penalties, including interest charges, for late settlement.

### › Trust accounts

Any deposits or instalments must be held in a trust or controlled money account until completion

### › Transfer duty

If you intend to live in the property, you may have up to 12 months from the contract date to pay transfer duty,



**Speak to our dedicated lawyers today for all  
your property needs.**



Residential Property  
Purchases and Sales



Commercial Property  
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