

Summary of main changes made in the Contract for the sale and purchase of land 2026 edition (from the 2022 Edition)

The Contract for the sale and purchase of land 2026 edition (**2026 Edition**) is a revision of the Contract for the sale and purchase of land 2022 edition (**2022 Edition**) and contains the revised text of the statutory cooling off notice, as implemented by the [Conveyancing and Real Property Amendment Act 2025 \(NSW\)](#) (**Amendment Act**). Amongst other things, the Amendment Act resolves uncertainty in relation to put options which was highlighted by the Supreme Court's decision in *BP7 Pty Ltd v Gavancorp Pty Ltd* [2021] NSWSC 265. Further information about the Amendment Act is available from the [website of the Office of the Registrar General](#).

The Amendment Act made a minor change to the statutory form of the cooling off notice. Practitioners are alerted to the transitional provisions of the Amendment Act which have the following important effects:

- the revised form of the cooling off notice **may** be used in a contract for the sale and purchase of residential land or option agreement which is exchanged/made from and including 15 August 2025 to **31 May 2026**; and
- the revised form of the cooling off notice **must** be used in a contract for the sale and purchase of residential land or option agreement which is exchanged/made from and including **1 June 2026**.

The Law Society's Digital Contracts Service (<https://dcs.lawsociety.com.au/>) platform, via its FAQ page at <https://www.lawsociety.com.au/dcs-faq>, also provides a one page document containing the revised text of the statutory cooling off notice to enable practitioners to update contracts or option agreements which have been drafted using the 2022 Edition, which may exchange close to or after the expiry of the transitional period on 31 May 2026.

The 2026 Edition also includes other legislative and practice updates, and minor clarifications. The table below sets out further details of the main changes made in the 2026 Edition.

ITEM	CHANGE	RATIONALE
Page 1	Amendments to "inclusions": <ul style="list-style-type: none"> "TV antenna" has changed to "internet/TV receiver"; and "solar power battery" has been added. 	These items are increasingly listed as inclusions.

ITEM	CHANGE	RATIONALE
Page 4	Amendments to the List of Documents:	
Page 4	<ul style="list-style-type: none"> Item 8 – updated to refer to “(service location print)”; Item 9 – updated to refer to “(sewer service diagram)”. 	Changes to items 8 and 9 reflect the change in terminology used by Sydney Water.
Page 4	<ul style="list-style-type: none"> Item 36 – updated to refer to “strata development contract”; Item 54 – updated to refer to “development contract or management statement”. 	Changes to items 36 and 54 reflect the terminology used in the <i>Conveyancing (Sale of Land) Regulation 2022</i> (NSW).
Page 4	<ul style="list-style-type: none"> Items 56 and 57 – streamlined to refer to “information certificate (strata)” and “information certificate (association)”. 	Items 56 and 57 are simplified as the reference to the relevant legislation is contained in clause 23.2.4.
Page 4	<ul style="list-style-type: none"> New item 58 – refers to a “document relevant to an exclusive supply network”. 	Item 58 has been added to reflect a potential future vendor disclosure obligation in relation to embedded networks (eg. electricity).
Page 6	<p>Key change – cooling off notice</p> <p>The words “to purchase the property” have been deleted from 3(d) of the statutory form of the cooling off notice.</p>	<p>This reflects the change in the cooling off notice made by the Amendment Act.</p> <p>From 1 June 2026, all residential contracts and option agreements must contain the new statutory cooling off notice.</p> <p>The “new” cooling off notice page is separately available from the Law Society’s Digital Contracts Service platform: (https://dcs.lawsociety.com.au/) via the FAQ page https://www.lawsociety.com.au/dcs-faq.</p>
Page 6	<p>DISPUTES notice</p> <p>Add the words “to resolve the dispute” on line 2.</p>	This minor change to the non-mandatory notice is for clarity.
Page 7, Warning 1	Changes to the names of various NSW Government Departments and other bodies.	Updated for currency.

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Page 7, Warning 6	The warning in relation to potential state tax revenue liability has been amended to remove the reference to the ability of an eligible purchaser to choose first home buyer choice property tax.	This change reflects the closure of the First Home Buyer Choice scheme to new applications on 1 July 2023 – see First Home Buyer Choice .
Page 7, Warning 11	The warning in relation to the Foreign Resident Capital Gains Withholding Tax (FRCGWT) scheme has been amended to remove the reference to a legislated threshold.	This change reflects that up to and including 31 December 2024, the FRCGWT scheme only applied to property valued at \$750,000 or more. From 1 January 2025, no such threshold applies – see Foreign resident capital gains withholding overview .
Page 7, Warning 13	A new warning has been added in relation to the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime.	From 1 July 2026, tranche 2 entities, such as estate agents, solicitors, licensed conveyancers and other professions who provide a designated service, will become subject to the requirements of the <i>Anti-Money Laundering and Counter-Terrorism Financing Act 2006</i> (Cth) - see AML/CTF Reform AUSTRAC .
Clause 1 Definitions	The definition of “ <i>FRCGW percentage</i> ” has been amended to reflect that as at 1 January 2025 the rate is 15%.	This change reflects that from 1 January 2025, the FRCGWT rate increased from 12.5% to 15% – see Foreign resident capital gains withholding overview .
Clause 12 Certificates and inspections	In the opening words of the clause, the reference to “everything reasonable” has been amended to “whatever is reasonably necessary”.	This minor language change is for consistency with clauses 24.4.2, 28.2 and 29.4.
Clause 13 Goods and services tax (GST)	Former clause 13.3.1 has been incorporated into the opening words of clause 13.3, and balance of the clause has been renumbered.	This change has been made for clarity. (No change to the practical operation of the clause.)
Clause 20 Miscellaneous	In clause 20.16.2, the words “in writing” have been deleted in relation to the agreement by the parties to make the contract by other electronic means.	This change has been made to allow more flexibility to the parties in relation to the making of the contract by electronic means.

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Clause 23 Strata or community title	Clause 23.2.1 has been updated to refer to “development contract or management statement”.	This change has been made to reflect the terminology used in the <i>Conveyancing (Sale of Land) Regulation 2022</i> (NSW).
Clause 24 Tenancies	In clause 24.4.2 the reference to “everything reasonable” has been amended to “whatever is reasonably necessary”.	This minor language change is for consistency with clauses 12, 28.2 and 29.4.
Clause 28 Unregistered plan	In clause 28.2 the reference to “everything reasonable” has been amended to “whatever is reasonably necessary”.	This minor language change is for consistency with clause 29.4. The harmonisation of language has been added following comments by Justice Parker in Ahmau Developments Pty Ltd v Preet [2025] NSWSC 604 at [300].
Clause 29 Conditional contract	Clause 29.1 has been amended to clarify that clause 29 does not apply to an event to which clause 28 (Unregistered plan) applies.	This clarification has been added following commentary in Ahmau Developments Pty Ltd v Preet [2025] NSWSC 604 at [302], where the potential overlap between clauses 28 and 29 was discussed by Justice Parker.