The Standard Form Contract for Sale of Real Estate in Tasmania (2026) (**Contract**) is approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania and is made up of two parts:

1. the agreed variables and non-standard clauses identified as the "Particulars of Sale (2026)" (**Particulars of Sale**); and
2. the standard clauses identified as the "Standard Conditions of Sale (2026)" (**Standard Conditions of Sale**).

The Standard Conditions of Sale are adopted as part of the Contract by signing the Particulars of Sale.

The parties may use the special clauses in the Particulars of Sale, for instance to make the Contract subject to finance, sale, inspection, or other matters. Any special clauses in the Particulars of Sale that are not used must be struck through and may not be deleted.

The Particulars of Sale may add to or vary the Standard Conditions of Sale by including additional special clauses. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

Words defined in either the Particulars of Sale or the Standard Conditions of Sale apply to the whole Contract.

WORDS	**DEFINITION**					
Contract Date	The _____ day of _____20_____					
Vendor *(The seller of the Property)*	**Name:**	AGISILAOS VLAHOS				
	ABN:					
	Address:					
	Suburb:		State:		Postcode:	
	Email:			Phone:		
	Name:	SOULA VLAHOS				
	ABN:					
	Address:					
	Suburb:		State:		Postcode:	
	Email:			Phone:		
Vendor's Representative	Firm:					
	Person:					
	Email:					
Purchaser *(The buyer of the Property)*	**Name:**					
	ABN:					
	Address:					
	Suburb:		State:		Postcode:	
	Email:			Phone:		
	Name:					
	ABN:					
	Address:					
	Suburb:		State:		Postcode:	
	Email:			Phone:		

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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Purchaser's Representative	Firm:	
	Person:	
	Email:	
Guarantor *(The person(s) who guarantees the Purchaser's obligations - see Annexure C)*	Are personal guarantee(s) required? ☐ Yes - complete Annexure C ☐ No – delete Annexure C ***Note**: Where the Purchaser is a company other than a public listed company or company limited by guarantee, consider if appropriate to obtain personal guarantees from company directors/ shareholders.*	
Property *(If part only, accurately describe part. If copy of title documents included complete Annexure A)*	The Vendor's property at:	
	Address:	15 Abels Hill Road
	Suburb: St Leonards State: TAS Postcode: 7250	
	Property Identifier Number:	9951404
	Title reference (folio of the Register):	Volume 187520 Folio 3
Chattels *(List the Chattels included in this sale and/or include in Annexure A)*	**Either** ☐ No Chattels **or** ☑ All fixed light fittings, fixed floor coverings and window furnishings **and/or** ☑ Other - please specify: oven, stove, rangehood, dishwasher, a/c, split system All Chattels listed are as inspected by the Purchaser.	
Sale Price *(See Standard Condition 2)*	**$** _____	
Deposit *(See Standard Condition 2)*	**$** _____	
Deposit Holder *(See Standard Condition 2)*	*(Insert name of person or organisation that will hold the Deposit)* Harrison Humphreys Pty Ltd: BSB 017042 Account No. 474890682	
Deposit Payment Time *(See Standard Condition 2)*	**Either** ☐ On the Contract Date **or** ☐ Within _____ days of the Contract Date **or** ☐ Other date – (*specify*):	
GST Treatment *(See Standard Condition 11)*	*Mark a box to indicate the GST Treatment.* **Either** ☑ The sale is not a taxable supply **or** ☐ The Margin Scheme applies and the Sale Price includes GST **or** ☐ The GST-free Going Concern concession applies **and/or** ☐ The GST-free Farm Land concession applies **and/or** *If the treatment above does not apply:* ☐ The Sale Price includes GST **or** ☐ The Sale Price is plus GST	

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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GST Withholding Treatment *(See Standard Condition 11)*	*Mark a box to indicate the GST Withholding Treatment.* **Either** GST Withholding not required because: ☑ The sale is not a taxable supply; or ☐ The sale is GST-free; or ☐ The sale is not of new residential premises or potential residential land; or ☐ The Property is potential residential land and the Purchaser is acquiring with a creditable purpose; **or** GST withholding is required and the sale is: ☐ wholly subject to GST withholding; or ☐ only partly subject to GST withholding
Completion Date *(See Standard Condition 3)*	**Either** ☐ The _____ day of _____ 20_____ **or** ☐ _____ days from the Contract Date **or** ☐ _____ days from the satisfaction or waiver of all Special Clauses (other than the Subject to Completion Clause where the contemporaneous completion option is selected) and any relevant Additional Special Clauses **or** ☐ Another date (*specify*):
Availability	On the Completion Date, the Vendor must make available to the Purchaser: **Either** ☑ Vacant possession of the Property **or** ☐ The right to receive rents and profits of the Property. A copy of the lease(s) is attached **or** ☐ Other (*specify*):
Purchaser's Required Purpose *(See Standard Condition 5)*	**Either** ☐ The Purchaser does not require the Property for any specific required purpose **or** ☐ The Purchaser may terminate this Contract and be refunded the Deposit (if paid) if there are any legal restrictions burdening the Property that may hinder or prevent the Purchaser from using the Property for the purpose of: ☐ Vacant residential land; or ☐ Residential dwelling; or ☐ Other (*specify*):
Vendor Warranty *(See Standard Condition 10)*	The exclusion of warranties in clause 10(b) of the Standard Condition of Sale applies as follows: **Either** ☑ Without qualification – the Property is sold "as is/where is". **or** ☐ Subject to any Additional Special Clause, the Vendor warrants that, as far as the Vendor is aware* or ought to have been aware, there are no outstanding completion certificates or occupancy permits required for existing buildings, statutory orders or permit conditions on the Property. *The Vendor is deemed to be aware if they performed, were responsible for or caused the relevant work to be performed. **or** ☐ The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate.

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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Neighbourhood Disputes About Plants Act 2017 (Tas)	Is the Vendor aware of an application or order under the *Neighbourhood Disputes About Plants Act 2017* (Tas) been made in relation to the Property: **Either** ☐ Yes - *a copy of the application and any additional information filed with the relevant tribunal or the order is attached* **or** ☑ No
Strata Titles Act 1998 (Tas)	Is the Property subject to a strata scheme under the *Strata Titles Act 1998* (Tas)? **Either** ☐ Yes ***Note:*** *If the Property is subject to a strata scheme, Purchasers should familiarise themselves with the scheme, including its levies, insurance coverage and financial position and the requirements of the Act. A guide to strata schemes is available at: https://nre.tas.gov.au/Documents/strata.pdf .* **or** ☐ No If the above selection is incorrect, then the Purchaser may terminate this Contract by notice to the Vendor given within seven (7) days after the Contract Date, and the Purchaser will be entitled to any deposit paid but neither party will be otherwise entitled to any compensation.
Cooling Off *(See Standard Condition 21)*	The cooling off provision of three (3) Business Days: **Either** ☐ Applies **or** ☑ Does not apply If no selection is made, the cooling off provision does not apply.

SPECIAL CLAUSES

Finance Clause	*If this Contract is subject to finance, complete all relevant details below. All relevant details must be completed for the following clause to apply. The Purchaser is the party benefited by this condition precedent.*

It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Finance Period, the Financier approves a loan of the Finance Amount, on terms acceptable to the Purchaser acting reasonably.

Finance Amount	*(Insert amount)* **$** _____
Financier	*(Insert name)*
Finance Period	*(Complete)* Until the _____ day of _____ 20 _____ or *(Insert number)* _____ days from the Contract Date or _____

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Subject to Sale Clause	*If this Contract is subject to the signing of a contract for the sale of the Purchaser's Property complete all relevant details under A. below.* *If this Contract is subject to the completion of the sale of the Purchaser's Property, complete all relevant details at B. below.* *If both A and B are to apply complete all details at A. and B. below.* *The Purchaser is the party benefited by these conditions precedent.*
Purchaser's Property	*(Insert address)* _____ _____ Suburb _____ State _____ Postcode _____

A. **Subject to Contract**: It is a condition precedent to the Purchaser's obligation to complete this Contract that, within the nominated Contract Selling Period, the Purchaser obtains a contract for the sale of the Purchaser's Property that is free or becomes free of any unsatisfied condition precedent. The Purchaser must offer the Purchaser's Property for sale for no more than "offers over" the Maximum Asking Price.

Contract Selling Period	***Either*** ☐ Not applicable **Or** By the _____ day of _____ 20 _____ **Or** within _____ days from _____
Maximum Asking Price	*(Insert amount)* **$** _____

B. **Subject to Completion**: It is a condition precedent to the Purchaser's obligation to complete this Contract that a sale of the Purchaser's Property is completed on or before the nominated for Sale Settlement Deadline.

Sale Settlement Deadline	***Either*** ☐ Not applicable **Or** ☐ The _____ day of _____ 20 _____ **Or** ☐ Within _____ days from _____ **Or** ☐ Contemporaneously with the Completion Date of this Contract. ***Note**: The Sale Settlement Deadline must connect with the Completion Date to avoid uncertainty in completion of this Contract and the Purchaser's sale contract.*

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Inspection Clause	*If this Contract is subject to a building inspection. All relevant details must be completed for the following clause to apply.*

The Purchaser may have reasonable access to the Property during the Building Inspection Period to inspect buildings and other improvements on the property personally or by agents, at the Purchaser's cost.

If, strictly within the Building Inspection Period, the Purchaser serves on the Vendor:

A. a copy of a report, by a building inspector holding professional indemnity cover for that work or a licensed Building Services Provider under the *Occupational Licensing Act 2005* (Tas), both:

- specifying one or more defects in buildings and other improvements on the Property; and
- certifying that the defects are likely to cost more to remedy than the Defect Limit; and

B. notice that the Purchaser terminates this Contract in response to that report,

then the parties' obligations under this Contract end and the Purchaser is entitled to a refund of the Deposit, but neither party is otherwise entitled to compensation.

Building Inspection Period	*(Complete)* Until the _____ day of _____ 20 _____ or *(Insert number of days)* _____ days from _____
Defect Limit	**Either** _____ per cent of the Sale Price **or** **$** _____

Shorter Period Clause	*If selected below the Vendor may shorten the period to satisfy Special Clauses. <u>If no option is selected, then this clause does not apply.</u>*

The Vendor may, by notice in writing to the Purchaser, shorten to two (2) Business Days after the day on which that notice is given the period for satisfying:

Either	☐	All of the special clauses to this Contract
or	☐	The following special clauses:
		☐ Finance
		☐ Subject to Contract
		☐ Subject to Completion
		☐ Inspection
		☐ Other (please specify): _____
	☐	The Shorter Period Clause does not apply

Annexures (These form part of the Contract -- Select whichever is applicable, delete annexures not used)	
	☐ Annexure A -- Title search, other documents, Chattels list
	☐ Annexure B -- Additional Special Clauses
	☐ Annexure C -- Guarantee & Indemnity
	☐ No annexures

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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ANNEXURE A

Title search and other documents (see attached)

☐ Copy of title search and plan

☐ Other documents (list here):

Chattels list (insert additional Chattels here)

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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ANNEXURE B – ADDITIONAL SPECIAL CLAUSES

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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ANNEXURE C – GUARANTEE & INDEMNITY

Guarantor *(The guarantor(s) of the Purchaser's obligations under the Contract)*	***Name***					
	ACN/ABN					
	Address					
	Suburb		*State*		*Postcode*	
	Email			Phone		
	Name					
	ACN/ABN					
	Address					
	Suburb		*State*		*Postcode*	
	Email			*Phone*		

The Guarantor covenants with the Vendor as follows:

(a) The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to sell the Purchaser the Property on the terms and conditions set out in this Contract.

(b) The Guarantor agrees to guarantee the Purchaser's performance of all of their obligations under or in connection with this Contract, including, without limitation, the obligation to pay any amount payable under this Contract.

(c) The Guarantor agrees to indemnify the Vendor in relation to any failure by the Purchaser to perform their obligations under or in connection with this Contract.

(d) The Guarantor's liability under this clause extends to the Vendor's reasonable costs, including legal costs, in connection with the enforcement of this Contract against the Purchaser and the Guarantor.

(e) The Guarantor acknowledges that the Vendor may enforce the guarantee and indemnity without first taking enforcement action against the Purchaser.

(f) The Guarantor acknowledges that Vendor's rights against the Guarantor will not be affected by any of the following things:
  (i) any forbearance or extension of time given to the Purchaser or the Guarantor;
  (ii) the death, bankruptcy or winding up of the Purchaser or the Guarantor or any disclaimer of an interest in connection with this Contract;
  (iii) the voiding or unenforceability of any of the Purchaser's obligations under this Contract; and
  (iv) any deletion, variation or addition to this Contract.

(g) In the event of the bankruptcy or winding up of the Purchaser, the following provisions apply:
  (i) the Guarantor must not prove in the bankruptcy or winding up of the Purchaser in competition with the Vendor; and
  (ii) the Guarantor authorises the Vendor to prove in the bankruptcy or winding up for any amounts paid by the Guarantor to the Vendor and place those amounts in a suspense account and appropriate them as they see fit in their absolute discretion until all amounts payable to the Vendor under this Contract are paid in full.

Guarantor Signature _____

in the presence of: *Witness Signature* _____

Name and Address of Witness _____

Guarantor Signature _____

in the presence of: *Witness Signature* _____

Name and Address of Witness _____

*(**Note**: add further signatures if required)*

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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Standard Conditions of Sale (2026)

The Standard Form Contract for Sale of Real Estate in Tasmania (2026) (**Contract**) is approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania and is made up of two parts:

1. the agreed variables and non-standard clauses identified as the "Particulars of Sale (2026)" (**Particulars of Sale**); and
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The Standard Conditions of Sale are adopted as part of the Contract by signing the Particulars of Sale.

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The Particulars of Sale may add to or vary the Standard Conditions of Sale by including additional special clauses. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

Words defined in either the Particulars of Sale or the Standard Conditions of Sale apply to the whole Contract.

1 Agreement to sell and buy

The Vendor agrees to sell, and the Purchaser agrees to buy, free from encumbrances, the Property and the Chattels.

2 Sale Price and Deposit

(a) The Sale Price is payable as follows:
  (i) the Deposit, to the Deposit Holder as stakeholder at the Deposit Payment Time; and
  (ii) the balance, either in cash or by a cheque drawn by a bank, on the Completion Date.

(b) The Vendor may require the Purchaser to pay the balance of the Sale Price by providing up to three cheques drawn by a bank made out to payees nominated by the Vendor, at no cost to the Vendor.

3 Completion

(a) The parties must complete this Contract on the Completion Date.

(b) On the Completion Date the Vendor must deliver to the Purchaser the documents of title to the Property and possession of the Chattels.

(c) On the Completion Date the Purchaser must:
  (i) pay all money payable on the Completion Date under this Contract;
  (ii) authorise release of the Deposit held by the Deposit Holder; and
  (iii) satisfy all the Purchaser's other obligations under this Contract due to be performed on or before the Completion Date.

(d) No later than two (2) Business Days prior to completion the Vendor must supply to the Purchaser all the information relating to the Vendor and to the Property required by the Purchaser for assessment and payment of duty on and registration of the transfer of the title to the Property and the Chattels (including without limitation a Transferor (Vendor) Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office).

(e) Notwithstanding any other term of this Contract the Purchaser will not be obliged to complete this Contract any earlier than two (2) Business Days after the date the information required in clause 3(d) is provided.

(f) Where the parties' representatives agree as Subscribers to complete this Contract as a Conveyancing Transaction using an ELN, they must do so in accordance with the Participation Rules and the ECNL and:
  (i) any requirement by a party under this Contract to make a payment by cash or cheque or to deal with cash or a cheque must be made and dealt with electronically at Completion as part of a Conveyancing Transaction conducted through an ELN in accordance with the Participation Rules; and
  (ii) paragraphs (d) and (e) of clause 3 do not apply.

(g) In clause 3(f), **ECNL** means the *Electronic Conveyancing National Law (Tasmania)* in force under the *Electronic Conveyancing (Adoption of National Law) Act 2013* (Tas) and the terms Conveyancing Transaction, ELN, Participation Rules and Subscriber have the meaning given to them in the ECNL.

4 Conditions precedent to completion

(a) The party benefited by a condition precedent (**benefited party**) must use all reasonable endeavours to satisfy the condition precedent within the period specified for that condition precedent (**specified period**).

(b) The benefited party may:
  (i) within the specified period give notice to the other party the condition precedent has been satisfied or is waived; or
  (ii) if the condition has not been satisfied, give notice to that effect to the other party, and the benefited party may at that time also give notice terminating this Contract.

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(c) If the benefited party does not give a notice under clause 4(b)(i) or does not terminate this Contract under clause 4(b)(ii), the other party may, after the specified period, terminate this Contract by notice to the benefited party.

(d) If this Contract is terminated under this clause 4 then each party:

(i) is then released from their obligation to further perform this Contract;

(ii) must authorise the Deposit Holder to return the Deposit paid to the Purchaser; and

(iii) retains the rights they have against the other party because of a prior breach.

5 Purchaser's Required Purpose

The term "legal restrictions burdening the Property" does not include:

(a) restrictions imposed by law at the Contract Date that no longer exist at the Completion Date;

(b) restrictions that are disclosed in the Particulars of Sale;

(c) restrictions applicable to use of all property in Tasmania; or

(d) the requirement for completion certificates

but otherwise includes restriction by an easement, a covenant, a requirement or order of a statutory body, or a statutory planning agreement, planning scheme or planning permit or the requirement for an occupancy permit/certificate for any building on the Property which requires such a permit/certificate at the Contract Date.

6 Ownership and risk

(a) Ownership of the Property and the Chattels passes on completion.

(b) Risk of accidental damage in the Property and the Chattels passes as at the earlier of:

(i) the date of possession; and

(ii) the date of completion.

7 Removal of goods

(a) Before completion the Vendor must remove from the Property all items not included in the sale.

(b) The Vendor cannot claim from the Purchaser for items left on the Property for more than seven (7) days after written notice from the Purchaser to the Vendor to remove them. That notice will not be effective if served before completion.

(c) The Vendor must indemnify the Purchaser against all claims made against the Purchaser about items not included in the sale but left on the Property after completion.

8 Easements and covenants

Except as this Contract otherwise provides, the Purchaser accepts the Property:

(a) together with all easements and covenants benefiting it, and

(b) subject to all easements and covenants that are:

(i) registered;

(ii) apparent from an inspection of the Property; or

(iii) disclosed in this Contract; and

(c) the Purchaser cannot object to any of the above easements or covenants.

9 Title warranties

The Vendor warrants to the Purchaser that, at completion:

(a) the Vendor will provide a good marketable documentary title to the Property;

(b) the title to the Chattels will not be encumbered in any way;

(c) the Chattels and the Property will either be the Vendor's absolute property, or the Vendor will have the power to require a transfer of the title to the Purchaser; and

(d) the Property will be free from charges payable to any authority for anything that has occurred before the Contract Date.

10 Other warranties

(a) The Vendor warrants to the Purchaser that, at completion the Property and the Chattels will be at least as clean, tidy and in good repair as when last inspected by the Purchaser prior to this Contract.

(b) Except as otherwise agreed in this Contract or as required by law, the Property is sold "As Is/ Where Is" and the Vendor makes no legally binding warranty, description, or representation of any kind as to:

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(i) the physical nature of the Property; or

(ii) the Property having any permits or certificates of completion or occupancy.

11 Taxation

11.1 Goods and Services Tax (GST)

(a) If the sale is not a taxable supply, the Vendor warrants:

(i) the supply is not in the course or furtherance of an enterprise carried on by the Vendor; or

(ii) the Vendor is neither registered, nor required to be registered, for GST; or

(iii) the supply is of residential premises and not new residential premises.

(b) If the Margin Scheme applies, the Vendor warrants that the Vendor did not acquire the Property through a supply that was ineligible for the margin scheme.

(c) If GST-free Going Concern concession applies:

(i) the Purchaser warrants that the Purchaser will be and remain registered for, GST at completion; and

(ii) the Vendor warrants that the Vendor will be and remain registered for, GST at completion and will carry on the going concern enterprise until completion.

(d) If GST-free Farm Land concession applies:

(i) the Purchaser warrants that the Purchaser will be, and remain registered for, GST at completion; and

(ii) the Vendor warrants that the Vendor will be, and remain registered for, GST at completion; and

(iii) the Vendor warrants that the Property is land on which a farming business has been carried on for at least the period of 5 years preceding completion; and

(iv) the Purchaser warrants that the Purchaser intends that a farming business be carried on, on the land.

(e) If the above clauses do not apply and the Sale Price is plus GST:

(i) the Purchaser must, in addition to the Sale Price, also pay to the Vendor the amount of any GST payable by the Vendor at the same time and in the same manner as the Sale Price; and

(ii) the Vendor must give the Purchaser a valid tax invoice; and

(iii) the Purchaser is not required to pay to the Vendor any GST until the Vendor gives the Purchaser a valid tax invoice.

(f) If the above clauses do not apply and the Sale Price includes GST, the Vendor must at completion give the Purchaser a valid tax invoice for the amount of any GST payable by the Vendor.

(g) If the parties have not specified in the particulars whether the Sale Price is plus GST or includes GST:

(i) the Sale Price includes GST if the supply is not a taxable supply or is an input taxed supply of residential property; and

(ii) the Sale Price is plus GST in any other circumstance and clause 11.1e) applies.

(h) Any reimbursement or contribution for a liability or outgoing incurred by the other party is net of any input tax credit to which the other party is entitled, and the other party will give the reimbursing or contributing party an invoice or valid tax invoice (as applicable).

(i) If an adjustment event occurs in relation to a taxable supply under this Contract, the supplier must issue an adjustment note within five (5) Business Days and the recipient must make any payment in consequence of that adjustment event within five (5) Business Days of receipt of that adjustment note.

11.2 Goods and Services Tax (GST) Withholding

(a) If GST withholding is not required, the Purchaser is not required to make a payment to the Commissioner.

(b) If GST withholding is required:

(i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner as required for GST withholding;

(ii) the Purchaser must lodge with the Commissioner the approved forms; and

(iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the GST withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and

(iv) the Vendor must deliver to the Commissioner that cheque and GST payment advice as soon as practicable.

(c) If the Property is potential residential land and the Purchaser is acquiring with a creditable purpose, the Purchaser gives notice to the Vendor that the Purchaser will be and remain registered for GST at completion and is acquiring the Property for a wholly creditable purpose.

(d) If the Sale is only partly subject to GST Withholding, the Vendor may give to the Purchaser at least three (3) Business Days prior to the Completion Date a notice specifying the reduced amount that the Purchaser must

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pay to the Commissioner.

(e) If no GST Withholding Treatment is indicated, the Vendor must give written notice of the GST Withholding Treatment to the Purchaser required by law at least three (3) Business Days prior to the Completion Date or at such earlier time as payment to the Commissioner is required.

(f) Where the Vendor or the Purchaser provides written notice required by law that is separate from this Contract, the party providing that notice warrants that the contents of that notification are accurate.

(g) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.

(h) This Contract is written notice pursuant to, and subject to, section 14-250 or section 14-255, Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.3 Capital Gains Tax (CGT) Withholding

(a) The Purchaser is not required to withhold and make a payment to the Commissioner on account of possible income tax payable by the Vendor:

(i) if the transfer is exempt under a legislative instrument in force at completion;

(ii) if the transaction is excluded under the provisions in force at completion; or

(iii) in respect of a Vendor, if that Vendor gives the Purchaser a clearance certificate which is in force at completion.

(b) If the Purchaser is required to withhold and make payment to the Commissioner:

(i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner;

(ii) the Purchaser must lodge with the Commissioner the approved forms;

(iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the CGT withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and

(iv) the Vendor must deliver to the Commissioner that cheque and CGT withholding payment advice as soon as practicable.

(c) If the Vendor gives the Purchaser at least three (3) Business Days prior to the Completion Date:

(i) a clearance certificate, the Purchaser must not withhold; or

(ii) a certificate of varied amount to withhold, the Purchaser must withhold and pay to the Commissioner that varied amount.

(d) If a certificate of varied amount to withhold is conditional, the Vendor warrants to the Purchaser that at completion those conditions are satisfied.

(e) Where there are multiple vendors or multiple purchasers, each Vendor and each Purchaser will use best endeavours to determine the amount the Purchaser is to pay to the Commissioner.

(f) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.

(g) This Contract is subject to section 14-200 to section 14-235 (inclusive) of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.4 General

(a) Where the Purchaser is required to make a payment to the Commissioner under the law, the balance of the Sale Price payable by the Purchaser to the Vendor is reduced by the amount of those payments to the Commissioner.

(b) Where there are multiple Purchasers, each purchaser will in accordance with that Purchaser's interest on title draw a separate cheque drawn by a bank for the amount to be paid to the Commissioner.

(c) Where one party makes a warranty to the other party under this clause, that party also indemnifies the other party for all liability, costs and expenses that result from the breach of that warranty.

(d) If the Purchaser makes a nomination pursuant to clause 13 of this Contract the nominee must comply with the Purchaser's obligations under this clause.

(e) A word defined or used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Taxation Administration Act 1953* (Cth) has that meaning when used in this clause.

12 Payment and apportionment of charges

(a) The Vendor must pay all land tax, rates, contributions to any body corporate related to the Property, charges and assessments charged, or to be charged, against the Property (**the Charges**) for the period ending on the 30th of June after completion (**the Adjustment Period**).

(b) The Charges for the Adjustment Period must be apportioned as at the earlier of:

(i) the date of possession; and

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(ii) the date of completion.

(c) Any rebate, indemnity or concession available to the Vendor must be ignored when calculating the Charges, unless the rebate, indemnity or concession reduces a Charge to zero, in which case there must be no apportionment of that Charge.

(d) Land tax must be apportioned as if the Property were the Vendor's only Tasmanian land.

(e) Unless the Purchaser is a foreign person as defined in the *Land Tax Act 2000* (Tas), land tax must be apportioned as if the Vendor is not such a foreign person.

(f) If the Property is not separately assessed for land tax, then for the purposes of apportioning land tax as between the Vendor and the Purchaser the amount of land tax to be apportioned is to be determined on an area basis using the single rate of land tax payable on the land the subject of the Property Identifier Number of which the Property forms part.

13 Nominee

(a) The Purchaser may nominate, in writing, other persons or corporations to complete this Contract. The Purchaser must provide the Vendor with a copy of any nomination made under this Contract.

(b) The Purchaser remains personally liable to the Vendor to perform all the Purchaser's obligations under this Contract regardless of any nomination.

14 Requisitions

The Vendor must answer the Purchaser's valid questions about the Vendor's ownership rights and contract obligations, including the "Law Society of Tasmania Standard Property Questions (2023)".

15 Joint and several liability

Each person or corporation named as comprising a party to this Contract is liable both jointly and severally.

16 Rights after completion

After completion:

(a) clause 9 continues to apply;

(b) the Purchaser retains the benefit of title warranties to the Chattels, the Vendor's Warranty in the Particulars of Sale and the Vendor's obligations in clause 7(a); and

(c) each party retains the benefit of all provisions requiring or contemplating that the other party must do something after completion.

17 Boundary fences

(a) The Purchaser cannot require the Vendor to contribute to the cost of erecting or repairing a dividing fence or wall between the Property and any adjoining land owned by the Vendor.

(b) The Purchaser indemnifies the Vendor against all claims of that kind.

18 Notices

(a) Unless this contract otherwise requires, a party may serve notices in other ways, but a notice given by one party to the other is properly given if:

(i) signed by any one or more persons or companies constituting the party giving the notice, or their solicitor or conveyancer, and

(ii) given to the receiving party or their solicitor or conveyancer, either

(1) personally; or

(2) by post to, or left at, the receiving party's address shown on this Contract; or

(3) by post to, or left at, the office of the receiving party's solicitor or conveyancer; or

(4) by email sent to an email address the recipient has, in the course of this transaction, nominated, acknowledged or used.

(b) A notice is properly given if given to any one or more of the persons or companies constituting the receiving party for all of them.

(c) A notice is taken to be received:

(i) if hand delivered, on delivery;

(ii) if sent by prepaid post, five days after the date of posting;

(iii) if sent by email, when the email becomes capable of being retrieved by the recipient at an electronic address nominated, acknowledged or used by the recipient.

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19 Time

In this Contract:

(a) when a period dated or calculated from a given day, act, or event, is prescribed or allowed for any purpose, that period excludes that day, or the day of that act or event, as the case may be;

(b) time extends until the next Business Day if the time for doing something falls on a day other than a Business Day;

(c) only Business Days are counted for periods shorter than seven (7) days specified in this Contract;

(d) despite anything to the contrary in this Contract, any time period that falls due during the Holiday Closure Period is automatically extended until the next Business Day after the Holiday Closure Period;

(e) **Business Day** means a day other than a Saturday, Sunday, or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) applicable to an area in which any part of the Property is located;

(f) **Holiday Closure Period** means the period from and including the last Business Day before 25 December up to and including the third Business Day after New Year's Day; and

(g) **New Year's Day** means the New Year's Day public holiday under the *Statutory Holidays Act 2000* (Tas), being 1 January unless that day falls on a Saturday or Sunday, in which case the Monday following New Year's Day.

20 Default

(a) After the Completion Date, a party may, by fourteen (14) days' notice to the other, make the time for completion essential so that failure to complete will constitute a fundamental breach of this Contract justifying termination.

(b) If the Purchaser fails to complete this Contract in accordance with its terms then, unless the failure is due to the Vendor's wilful default, on termination of this Contract:

(i) the deposit is forfeited to the Vendor; and

(ii) in addition to any other remedies available:

(1) the Vendor may resell the Property and the Chattels in any manner and on any terms the Vendor chooses;

(2) the Vendor may claim any loss on resale from the Purchaser as liquidated damages; and

(3) any profit on resale will belong to the Vendor.

21 Cooling Off

If the Particulars of Sale provides that the cooling off period applies, the Purchaser may terminate this Contract, by serving on the Vendor notice of termination within three (3) Business Days of when this Contract is made, and then:

(a) the obligations of the parties to complete ends; and

(b) the Purchaser will be entitled to the return of any deposit paid but neither party will be otherwise entitled to any compensation.

22 Execution

(a) The parties consent to the execution of this Contract by the use of digital signature or a visual representation of a person's handwritten signature or mark by electronic or mechanical means (**Electronic Signature**).

(b) Where this Contract is electronically signed by or on behalf of a party the party warrants and agrees that the Electronic Signature is conclusive as to the identity of the person signing and their intention to be bound by the Electronic Signature.

(c) Each party consents to the exchange of counterparts of this Contract by delivery by email or such other electronic means as may be agreed in writing.

23 Deceased Estates

(a) A Vendor who enters this Contract as executor of a Will or personal representative or trustee for a deceased estate (**Trustee**) enters into and performs this Contract only in that capacity, except where this Contract expressly provides otherwise, and warrants they have authority to act in that capacity and to sell the Property.

(b) The Trustee's liability under and in connection with this Contract is limited to the extent that the liability may be satisfied out of the assets of the deceased estate and the Trustee will not be obliged to pay the liability out of any other assets.

(c) The Purchaser may not take any action inconsistent with the limitations of liability set out in this clause.

(d) The limitation of liability in this clause does not apply to the extent that a Trustee engages in fraud or wilful misconduct or breaches the warranty in clause 23(a).

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By signature the parties confirm:

A. they have read these Particulars of Sale and the Standard Conditions of Sale;
B. their intention to be bound by this Contract for the sale of real estate;
C. they had the opportunity to take necessary advice before signing these Particulars of Sale;
D. the Standard Conditions of Sale form part of this contract; and
E. subject to these Particulars of Sale, the Standard Conditions of Sale:
   - allow the Purchaser to terminate without penalty within a cooling off period (if selected); and
   - provide for sale as is/where is, without promises about physical condition, permits or certificates.

Vendor Signature _____

*in the presence of: Witness Signature _____

Name and Address of Witness _____

Vendor Signature _____

*in the presence of: Witness Signature _____

Name and Address of Witness _____

Purchaser Signature _____

*in the presence of: Witness Signature _____

Name and Address of Witness _____

Purchaser Signature _____

*in the presence of: Witness Signature _____

Name and Address of Witness _____

**Note: Witness not required where Contract signed electronically.*

Company Execution Clause (if applicable)

Signed by _____ Pty Ltd

ACN _____ in accordance with Section 127 of the *Corporations Act 2001* (Cth):

_____
Signature of Director / Sole Director / Sole Director and Sole Secretary*
(*delete whichever is not applicable)

_____
Signature of Director / Secretary*
(*delete whichever is not applicable)

_____
Print Full Name

_____
Print Full Name

Vendor Initials _____ *Witness Initials* _____ *Purchaser Initials* _____ *Witness Initials* _____

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RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

Tasmanian Government

SEARCH OF TORRENS TITLE

VOLUME	FOLIO
187520	3
EDITION	DATE OF ISSUE
2	30-Mar-2026

SEARCH DATE : 09-Oct-2026
SEARCH TIME : 03.14 pm

DESCRIPTION OF LAND

City of LAUNCESTON
Lot 3 on Sealed Plan 187520
Derivation : Part of 309A-2R-0P Gtd. to Arthur John Marriott and John Quarterman.
Prior CT 35981/1

SCHEDULE 1

N296257 TRANSFER to AGISILAOS VLAHOS and SOULA VLAHOS
Registered 30-Mar-2026 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
SP187520 EASEMENTS in Schedule of Easements
SP187520 FENCING PROVISION in Schedule of Easements
E444482 MORTGAGE to National Australia Bank Limited
Registered 30-Mar-2026 at 12.01 pm

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER ABELS HILL ESTATE PTY LTD

FOLIO REFERENCE C.T. 35981/1

GRANTEE PART OF 309-2-0 GRANTED TO ARTHUR JOHN MARRIOTT AND JOHN QUARTERMAN

PLAN OF SURVEY

BY SURVEYOR R. M. PECK

LOCATION CITY OF LAUNCESTON

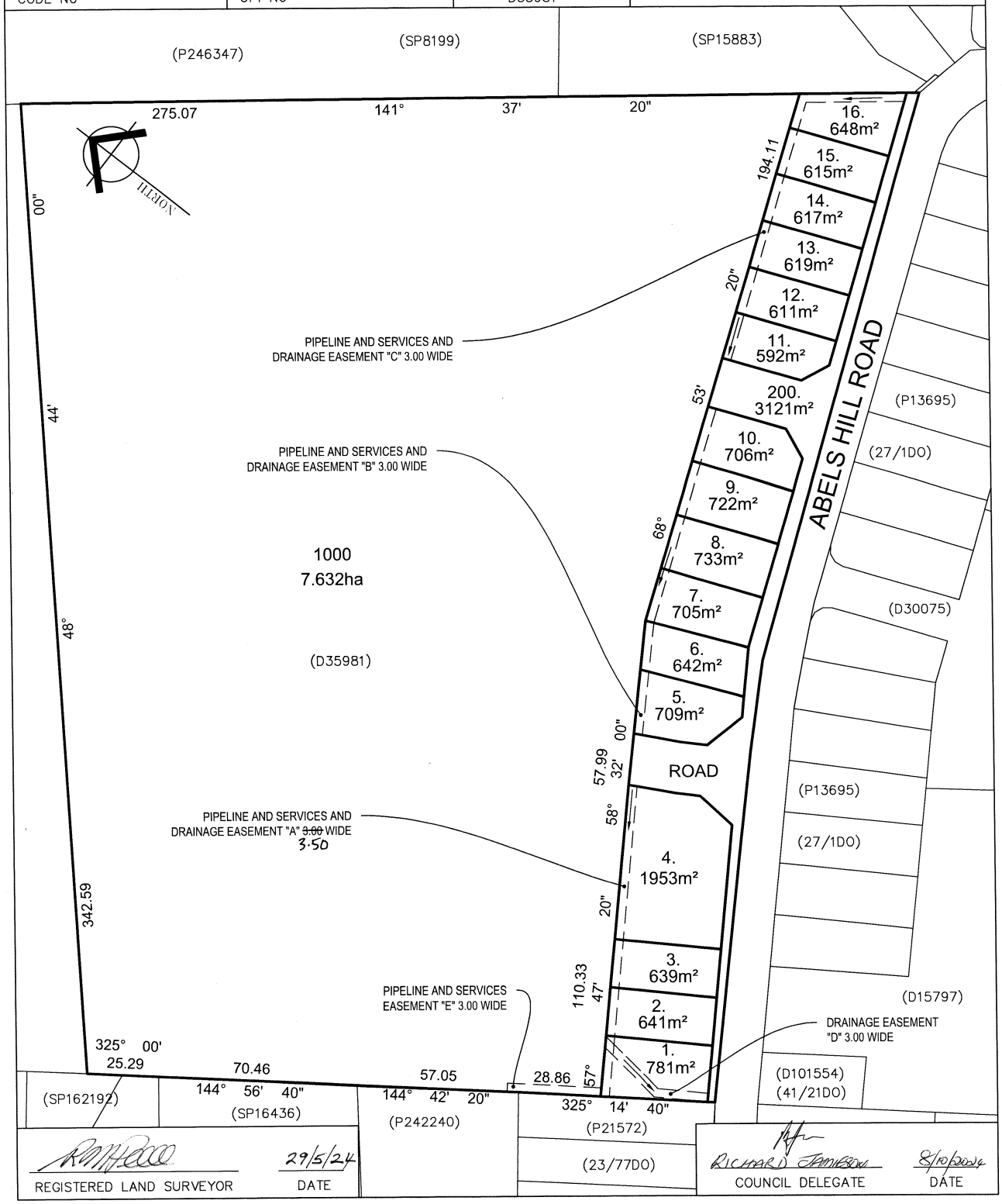
SCALE 1:1250 LENGTHS IN METRES

6ty° 23.104

REGISTERED NUMBER
SP187520

APPROVED
EFFECTIVE FROM 25 NOV 2024
Recorder of Titles

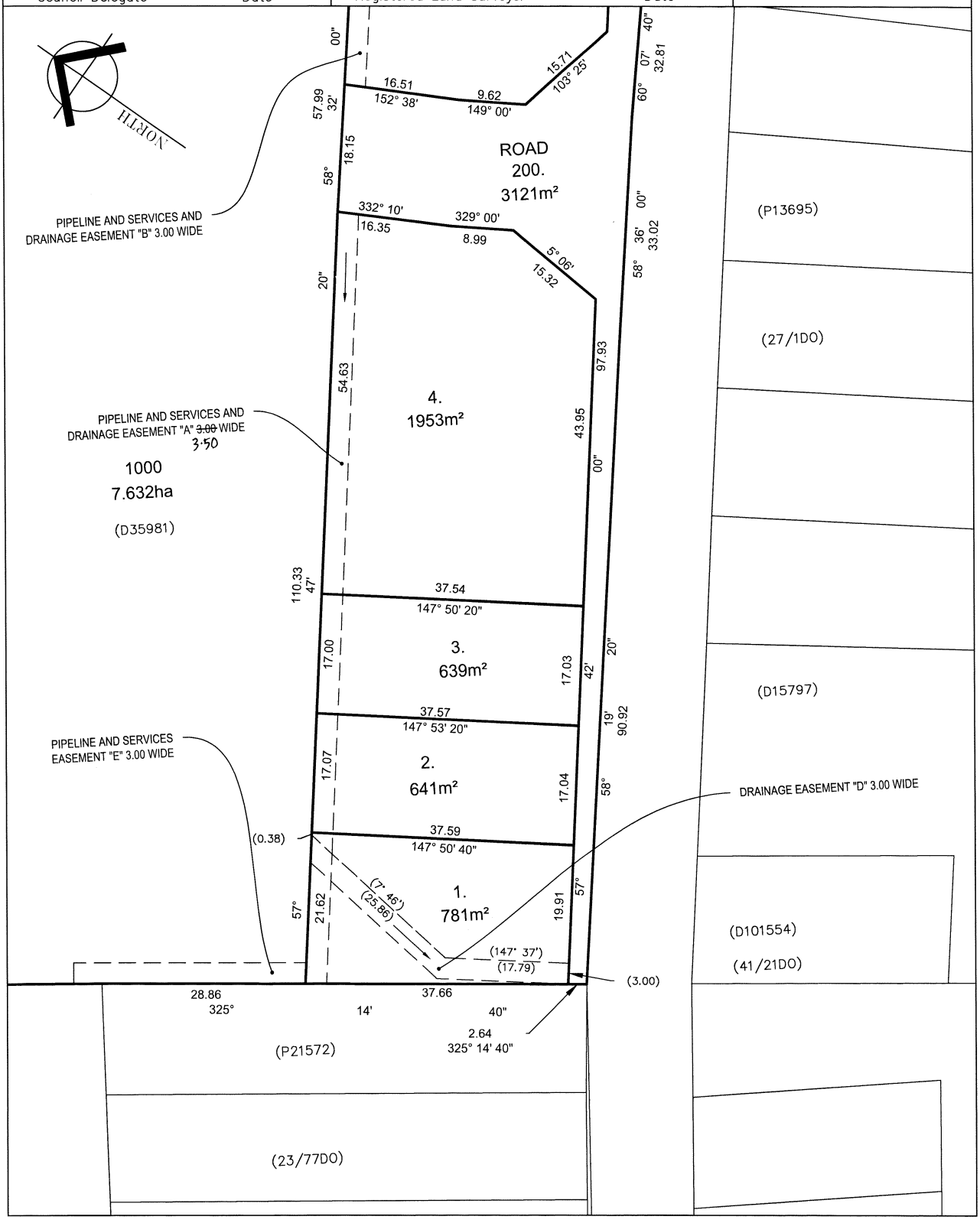
MAPSHEET MUNICIPAL CODE No	LAST UPI No	LAST PLAN No. D35981	ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN



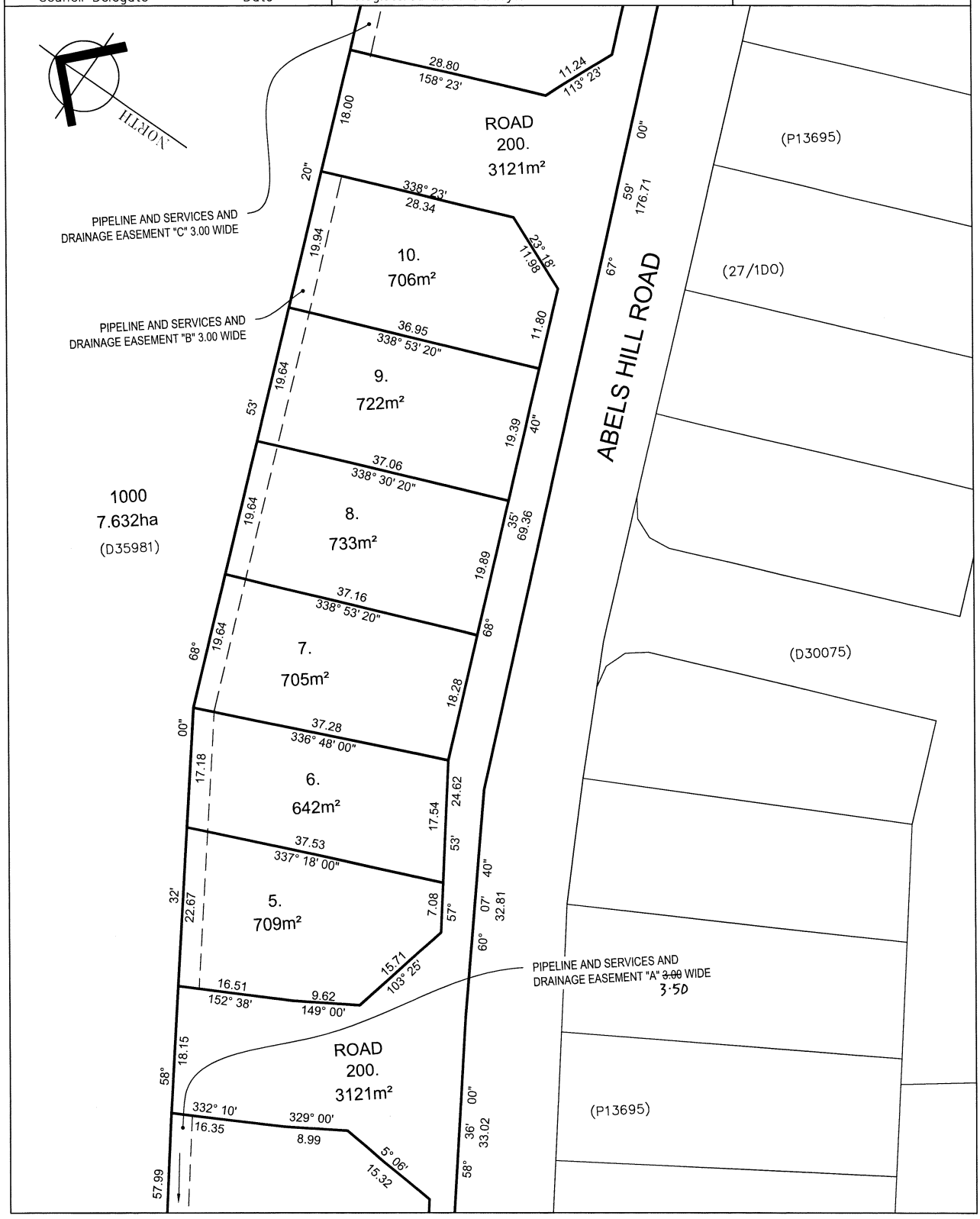
REGISTERED LAND SURVEYOR — DATE 29/5/24

COUNCIL DELEGATE — DATE 8/10/2024

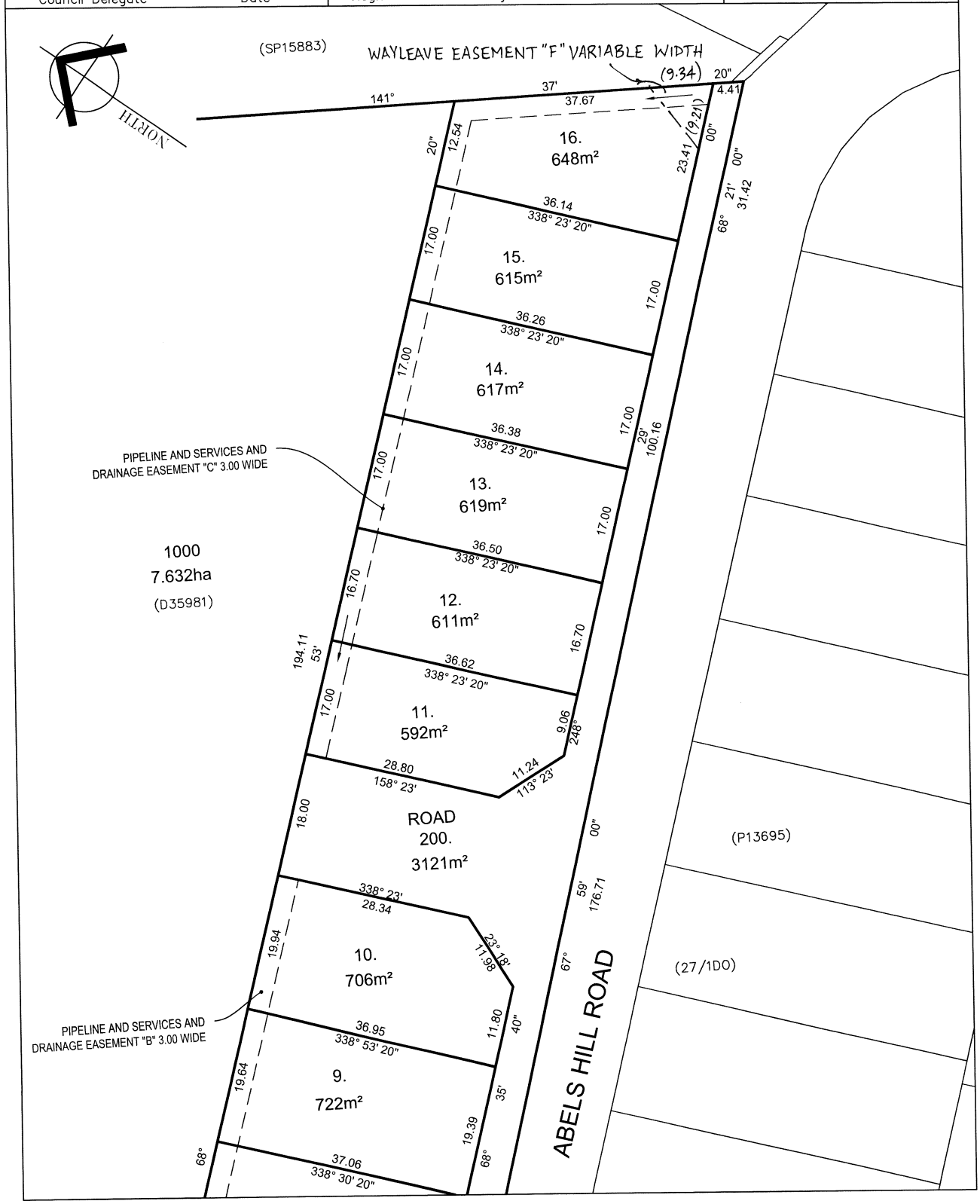
PLAN OF SURVEY ANNEXURE SHEET SHEET 1 OF 3 SHEETS	OWNER SEE SHEET 1 FOLIO REFERENCE SCALE 1:500 LENGTH IN METRES	Registered Number SP187520
SIGNED FOR IDENTIFICATION PURPOSES RICHARD JAMIESON 8/10/2024 Council Delegate Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET Registered Land Surveyor 29/5/24 Date	APPROVED EFFECTIVE FROM 25 NOV 2024 Recorder of Titles



PLAN OF SURVEY ANNEXURE SHEET SHEET 2 OF 3 SHEETS	OWNER SEE SHEET 1 FOLIO REFERENCE SCALE 1:500 LENGTH IN METRES	Registered Number SP 187520
SIGNED FOR IDENTIFICATION PURPOSES Council Delegate 8/10/2024 Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET Registered Land Surveyor 29/5/24 Date	APPROVED EFFECTIVE FROM 25 NOV 2024 Recorder of Titles



PLAN OF SURVEY ANNEXURE SHEET SHEET 3 OF 3 SHEETS	OWNER SEE SHEET 1 FOLIO REFERENCE SCALE 1:500 LENGTH IN METRES	Registered Number SP187520
SIGNED FOR IDENTIFICATION PURPOSES RICHARD JAMIESON 8/10/2024 Council Delegate Date	THIS ANNEXURE SHEET FORMS PART OF THE ATTACHED INDEX PLAN. THE SURVEYORS CERTIFICATE EXTENDS TO THE DETAILS ON THIS SHEET 29/5/24 Registered Land Surveyor Date	APPROVED 25 NOV 2024 EFFECTIVE FROM Recorder of Titles



SCHEDULE OF EASEMENTS	Registered Number
NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED. SIGNATURES MUST BE ATTESTED.	SP 187520

EASEMENTS AND PROFITS

Each lot on the plan is together with:-
(1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
(2) any easements or profits a prendre described hereunder.
Each lot on the plan is subject to:-
(1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
(2) any easements or profits a prendre described hereunder.
The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

EASEMENTS

Each of Lots 1, 2, 3, and 4 are subject to a Pipeline & Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd (its successors and assigns) over the "Pipeline & Services & Drainage Easement "A" 3.50 WIDE" shown passing through such Lots on the Plan ("the Easement Land").

Each of Lots 1, 2, 3 and 4 are subject to a Right of Drainage in favour of the Launceston City Council over the "Pipeline & Services & Drainage Easement "A" 3.50m WIDE" passing through such Lots on the Plan.

Each of Lots 5, 6, 7, 8, 9 and 10 are subject to a Pipeline & Services Easement in gross in favour of the Tasmania Water and Sewerage Corporation Pty Ltd (its successors and assigns) over the "Pipeline & Services & Drainage Easement "B" 3.00m WIDE" shown passing through such lots on the Plan ("the Easement Land").

Each of Lots 5, 6, 7, 8, 9 and 10 are each subject to a Right of Drainage in favour of the Launceston City Council over the "Pipeline & Services & Drainage Easement "B" 3.00m WIDE" shown passing through those Lots on the Plan.

Each of Lots 11, 12, 13, 14, 15 and 16 are subject to a Pipeline & Services Easement in gross in favour of the Tasmanian Water and Sewerage Corporation Pty Ltd (its successors and assigns) over the "Pipeline & Services & Drainage Easement "C" 3.00m WIDE" shown passing through such Lots on the Plan ("the Easement Land").

Each of Lots 11, 12, 13, 14, 16 and 16 are subject to a Right of Drainage in in favour of the Launceston City Council over the "Pipeline & Services & Drainage Easement "C" 3.00m WIDE" shown passing through those Lots on the Plan.

Lot 1 is subject to a Right of Drainage in favour of the Launceston City Council over the "Drainage Easement "D" 3.00m WIDE" shown passing through Lot 1 on the Plan.

(USE ANNEXURE PAGES FOR CONTINUATION)

SUBDIVIDER: Abels Hills Estate Pty Ltd FOLIO REF: 35981/1 SOLICITOR & REFERENCE: Will Edwards – Rae & Partners Lawyers (JMS)	PLAN SEALED BY: Launceston City Council DATE: 8/10/2024 FP0537/2021.1 REF NO. Council Delegate RICHARD JAMIESON
NOTE: The Council Delegate must sign the Certificate for the purposes of identification.	

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 2 OF 4 PAGES	Registered Number SP 187520
SUBDIVIDER: Abels Hill Estate Pty Ltd FOLIO REFERENCE: 35981/1	

Lot 1000 is subject to a Pipeline & Services Easement in gross in favour of the Tasmanian Water & Sewerage Corporation Pty Ltd (its successors and assigns) over the "Pipeline & Services Easement "E" 3.00m WIDE" shown passing through Lot 1000 on the Plan ("the Easement Land").

For the purpose of this Schedule:

"Pipeline & Services Easement" is defined as follows:

(a) Firstly, the full and free right and liberty for TasWater and its employees, contractors, agents and all other persons duly authorised by it, at all times:
- (i) enter and remain upon the Easement Land with or without machinery, vehicles, plant and equipment;
- (ii) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (iii) install, retain, operate, modify, relocate, maintain, inspect, cleanse, repair, remove and replace the Infrastructure;
- (v) run and pass sewage, water and electricity through and along the Infrastructure;
- (vi) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
  - (a) without doing unnecessary damage to the Easement Land; and
  - (b) leaving the Easement Land in a clean and tidy condition;
- (vii) if the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and any other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any vehicle entry and cross the Lot to the Easement Land; and
- (viii) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot.

(b) *Secondly, the benefit of a covenant in gross for TasWater with the registered proprietor/s of the Easement Land* and their successors and assigns not to erect any building, or place any structures, objects, vegetation, or remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land, without the prior written consent of TasWater to the intent that the burden of the covenant may run with and bind the Wayleave Easement Land and every part thereof and that the benefit thereof may be annexed to the easement herein described.

Interpretation:

"Infrastructure" means infrastructure owned or for which TasWater is responsible and includes but is not limited to:

(a) sewer pipes and water pipes and associated valves;
(b) telemetry and monitoring devices;
(c) inspection and access pits;
(d) electricity and other conducting media (excluding telemetry and monitoring devices);
(e) markers or signs indicating the location of the Easement Land or any other Infrastructure or any warnings or restrictions with respect to the Easement Land or any other Infrastructure;
(f) any thing reasonably required to support, protect or cover any other Infrastructure;

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 4 PAGES	Registered Number SP 187520
SUBDIVIDER: Abels Hill Estate Pty Ltd FOLIO REFERENCE: 35981/1	

(g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and

(h) where the context permits, any part of the Infrastructure.

"TasWater" means Tasmanian Water & Sewerage Corporation Pty Ltd (ACN 162 220 653), its successors and assigns.

Lot 16 is subject to a Wayleave Easement in favour of Tasmanian Networks Pty Ltd over the Wayleave Easement Land.

In this Schedule "Wayleave Easement" means:

FIRSTLY the full and free right and liberty for Tasmanian Networks Pty Ltd and its successors and its and their servants, agents, invitees and contractors ("TasNetworks") at all times:

(a) **TO** clear the Wayleave Easement Land and to lay, erect, construct, inspect, install, maintain, repair, modify, add to, replace, remove and operate in, upon, through, over, along and under the Wayleave Easement Land the following:

(i) Towers, poles, wires, cables, apparatus, appliances, and all other ancillary and associated equipment which includes telecommunication equipment (described collectively as "electricity infrastructure")

for, or principally for, the transmission and distribution of electrical energy and for any incidental purposes.

(b) **TO** operate and maintain electricity infrastructure on the Wayleave Easement Land.

(c) **TO** cut away remove and keep clear of the electricity infrastructure all trees and other obstructions or erections of any nature whatsoever which may at any time:

(i) *overhang, encroach upon or be in or on the Wayleave Easement Land; or*

(ii) which may in the opinion of TasNetworks endanger or interfere with the proper operation of the electricity infrastructure.

(d) **TO** enter the Wayleave Easement Land for all or any of the above purposes and to cross the remainder of the land with any and all necessary plant, equipment, machinery and vehicles for the purpose of access and egress to and from the Wayleave Easement Land, and where reasonably practicable, in consultation with the registered proprietor/s (except when urgent or emergency repair work is needed).

SECONDLY the benefit of a covenant for TasNetworks and with the registered proprietor/s for themselves and their successors not to:

(i) erect any buildings; or

(ii) place any structures, objects or vegetation;

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 4 OF 4 PAGES	Registered Number SP 187520
SUBDIVIDER: Abels Hill Estate Pty Ltd FOLIO REFERENCE: 35981/1	

within the Wayleave Easement Land without the prior written consent of TasNetworks. TasNetworks may rescind their consent if in the opinion of TasNetworks there are safety, access or operational concerns.

"Wayleave Easement Land" means "Wayleave Easement 'F variable width'" shown passing through lot 16 on the Plan.

FENCING PROVISION

In respect of each Lot on the Plan
The Owner, Abels Hills Estate Pty Ltd shall not be required to fence.

EXECUTED by **ABELS HILLS ESTATE PTY LTD** as registered proprietor of the property comprised in Folio of the Register Volume 35981 Folio 1 in accordance with Section 127 of the Corporations Act in the presence of:

.....
(Director/~~Secretary~~ sign)
Name .....CHARLES BEAUMONT

.....
(Director sign)
Name .....JENNIFER BEAUMONT

NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

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