

The Standard Form Contract for Sale of Real Estate in Tasmania (2025) as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania is made up of two parts:

1. these agreed variables and non-standard clauses, known as "the Particulars of Sale (2025)"; and
2. the standard clauses known as "the Standard Conditions of Sale (2025)".

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

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection, or other issues.

The Particulars of Sale may vary the Standard Form Contract. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

WORDS	DEFINITION
Contract Date	The _____ day of _____ 20_____
Vendor <i>(The seller of the Property)</i>	Name: <input type="text" value="OH DEVELOPMENTS CO PTY LTD"/> ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____ Name: _____ ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____
Vendor's Solicitor or Conveyancer	Firm: _____ Person: _____ Email: _____
Purchaser <i>(The buyer of the Property)</i>	Name: <input type="text"/> ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____ Name: _____ ABN: _____ Address: _____ Suburb: _____ State: _____ Postcode: _____ Email: _____ Phone: _____
Purchaser's Solicitor or Conveyancer	Firm: _____ Person: _____ Email: _____

 Vendor
 Initials _____

 Witness
 Initials _____

 Purchaser
 Initials _____

 Witness
 Initials _____

**Standard Form Contract
 for Sale of Real Estate in Tasmania (2025)**
The Particulars of Sale (2025)

Property <i>(If part only, accurately describe part)</i>	The Vendor's property at: Street: <u>UNIT 2/6 JOFFRE STREET</u> Suburb: <u>MOWBRAY</u> State: <u>TAS</u> Postcode: <u>7248</u> Property Identifier Number: <u>Part of 9998673</u> As described by Title Reference(s): <u>Part of Volume 184478 Folio 200</u>
Chattels <i>(List the Chattels included in this sale or attach annexure)</i>	Fixed floor coverings, light fittings, fixed & fitted electric fittings, curtains, blinds & drapes
Sale Price <i>(See Standard Condition 2)</i>	\$ _____
Deposit <i>(See Standard Condition 2)</i>	\$ _____
Deposit Holder <i>(See Standard Condition 2)</i>	<i>(Insert name of person or organisation that will hold the Deposit)</i> HARRISON AGENTS LAUNCESTON BSB: 017-042 ACC: 4748-90682
Deposit Payment Time <i>(See Standard Condition 2)</i>	Either <input type="checkbox"/> On the Contract Date or <input type="checkbox"/> Other date – <i>(specify)</i> : <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>
GST Treatment <i>(See Standard Condition 11)</i>	<i>Mark a box to indicate the GST Treatment.</i> Either <input checked="" type="checkbox"/> The sale is not a taxable supply or <input type="checkbox"/> The Margin Scheme applies and the Sale Price includes GST or <input type="checkbox"/> The GST-free Going Concern concession applies and/or <input type="checkbox"/> The GST-free Farm Land concession applies and/or <i>If the treatment above does not apply:</i> <input type="checkbox"/> The Sale Price includes GST or <input type="checkbox"/> The Sale Price is plus GST
GST Withholding Treatment <i>(See Standard Condition 11)</i>	<i>Mark a box to indicate the GST Withholding Treatment.</i> Either GST Withholding not required because: <input checked="" type="checkbox"/> The sale is not a taxable supply, or <input type="checkbox"/> The sale is GST-free, or <input type="checkbox"/> The sale is not of new residential premises or potential residential land, or <input type="checkbox"/> The Property is potential residential land and the Purchaser is acquiring with a creditable purpose or GST withholding is required and the sale is: <input type="checkbox"/> wholly subject to GST withholding, or <input type="checkbox"/> only partly subject to GST withholding
Completion Date <i>(See Standard Condition 3)</i>	Either <input type="checkbox"/> The _____ day of _____ 20____ or <input type="checkbox"/> Another date <i>(specify)</i> : <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div>

Vendor
Initials _____Witness
Initials _____Purchaser
Initials _____Witness
Initials _____

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Availability	<p>On the Completion Date, the Vendor must make available to the Purchaser:</p> <p>Either <input checked="" type="checkbox"/> Vacant possession of the Property</p> <p>or <input type="checkbox"/> The right to receive rents and profits of the Property. A copy of the lease(s) is attached</p> <p>or <input type="checkbox"/> Other (<i>specify</i>):</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Purchaser's Required Purpose <i>(See Standard Condition 5)</i>	<p>Either <input type="checkbox"/> The Purchaser's Required Purpose termination right does not apply</p> <p>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:</p> <p><input type="checkbox"/> Vacant residential land, or</p> <p><input type="checkbox"/> Residential dwelling, or</p> <p><input type="checkbox"/> Other (<i>specify</i>):</p> <div style="border: 1px solid black; height: 30px; width: 100%;"></div>
Vendor Warranty <i>(See Standard Condition 10)</i>	<p>The Standard Condition 10 exclusion of warranties applies:</p> <p>Either <input checked="" type="checkbox"/> Without qualification – the Property is sold “as is/where is”</p> <p><input type="checkbox"/> 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.</p> <p>*The Vendor is deemed to be aware if they performed, were responsible for or caused to be performed the relevant work.</p> <p>or <input type="checkbox"/> The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate</p>
Neighbourhood Disputes About Plants Act 2017 (Tas)	<p>Is the Vendor aware of an application or order under the <i>Neighbourhood Disputes About Plants Act 2017</i> (Tas) been made in relation to the Property:</p> <p>Either <input type="checkbox"/> Yes - a copy of the application and any additional information filed with the relevant tribunal or the order is attached</p> <p>or <input checked="" type="checkbox"/> No</p>
Strata Titles Act 1998 (Tas)	<p>Is the Property subject to a strata scheme under the <i>Strata Titles Act 1998</i> (Tas)?</p> <p>Either <input type="checkbox"/> Yes</p> <p><i>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:</i> https://nre.tas.gov.au/Documents/strata.pdf</p> <p>or <input type="checkbox"/> No</p> <p>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.</p>
Cooling Off <i>(See Standard Condition 21)</i>	<p>The cooling off provision of three (3) Business Days:</p> <p>Either <input type="checkbox"/> Applies</p> <p>or <input checked="" type="checkbox"/> Does not apply</p> <p>If no selection is made, the cooling off provision does not apply.</p>

Vendor
Initials _____Witness
Initials _____Purchaser
Initials _____Witness
Initials _____

SPECIAL CLAUSES

Use Special Clauses to alter the Standard Conditions of Sale.

Finance Clause	<i>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.</i>
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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) <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
Finance Period	(Complete) Until the _____ day of _____ 20 _____ or (Insert number) _____ days from the Contract Date or _____

Subject to Sale Clause	<i>If this Contract is subject to the signing and/or settlement of the sale of the Purchaser's Property, complete all relevant details below. All relevant details must be completed for the following clause to apply. The Purchaser is the party benefited by these conditions precedent.</i>
Purchaser's Property	(Insert address) _____ Suburb _____ State _____ Postcode _____

- **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 of any unsatisfied condition precedent. The Purchaser must offer the Purchaser's Property for sale for no more than the Maximum Asking Price.

Contract Selling Period	Either <input type="checkbox"/> Not applicable or By the _____ day of _____ 20 _____ or within _____ days from _____
Maximum Asking Price	(Insert amount) \$ _____

- **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 <input type="checkbox"/> Not applicable or The _____ day of _____ 20 _____ or within _____ days from _____
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 Vendor
 Initials _____

 Witness
 Initials _____

 Purchaser
 Initials _____

 Witness
 Initials _____

Inspection Clause	<i>If this Contract is subject to a building inspection. All relevant details must be completed for the following clause to apply.</i>
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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 copy of a report, by a building inspector holding professional indemnity cover for that work or a licenced 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
- 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	<i>If selected below the Vendor may shorten the period to satisfy Special Clauses.</i>
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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	<input type="checkbox"/> all of the special clauses to this Contract
or	<input type="checkbox"/> the following special clauses
<div style="border: 1px solid black; width: 100%; height: 100%;"></div>	
or	<input type="checkbox"/> the Shorter Period Clause does not apply

Additional Special Clauses are annexed
 (Complete if there are attachments) The attached _____ annexure page(s) are part of this Contract.

Subject to these Particulars of Sale, the Standard Conditions of Sale:

- allow the Purchaser to terminate without penalty within a cooling off period; and
- provide for sale as is/where is, without promises about physical condition, permits or certificates.

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

Annexure A

CONTRACT OF SALE

*This Annexure page is to be used only if there is insufficient space in the Schedule.
Please insert the relevant corresponding Item number and heading.*

ITEM	DESCRIPTION
Issue of Title	<p>1.1 Condition to completion</p> <p>(a) The completion of this Contract is conditional upon the Vendor obtaining a separate title for the Property.</p> <p>(b) If the Vendor does not obtain a separate title for the Property within 3 months after the date of this agreement, either party may cancel this agreement upon giving to the other of them 30 days notice in writing of their intention to do so.</p> <p>(c) If either party cancels this agreement under clause 1.1(b):</p> <p style="padding-left: 20px;">(i) the parties are automatically discharged from any further obligations under this agreement but the parties retain any right or claim which has previously arisen; and</p> <p style="padding-left: 20px;">(ii) the Purchaser will be entitled to recover all money paid under this Contract.</p> <p>1.2 Attempt to fulfill condition</p> <p>Each party must do everything it reasonably can (other than waiving the condition) to make sure that the condition is fulfilled by the date on which it must be fulfilled.</p>

By signature the parties confirm:

- they have read these Particulars of Sale and the Standard Conditions of Sale 2025,
- their intention to be bound by this Contract for the sale of real estate, and
- they had the opportunity to take necessary advice before signing the Particulars of Sale.
- the Standard Conditions of Sale 2025 form part of this contract

Vendor Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Vendor Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Purchaser Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Purchaser Signature _____

in the presence of: *Witness Signature* _____

Name, Address, Occupation of Witness

Agent Commission _____ Other Charges _____ Deposit held: _____ Certified true copy by _____