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**<br>*(The seller of the Property)* | **Name:**<br>ABN: _____<br>Address: _____<br>Suburb: _____ State: _____ Postcode: _____<br>Email: _____ Phone: _____<br>**Name:** _____<br>ABN: _____<br>Address: _____<br>Suburb: _____ State: _____ Postcode: _____<br>Email: _____ Phone: _____ |
| **Vendor's Solicitor or Conveyancer** | Firm: _____<br>Person: _____<br>Email: _____ |
| **Purchaser**<br>*(The buyer of the Property)* | **Name:**<br>ABN: _____<br>Address: _____<br>Suburb: _____ State: _____ Postcode: _____<br>Email: _____ Phone: _____<br>**Name:** _____<br>ABN: _____<br>Address: _____<br>Suburb: _____ State: _____ Postcode: _____<br>Email: _____ Phone: _____ |
| **Purchaser's Solicitor or Conveyancer** | Firm: _____<br>Person: _____<br>Email: _____ |

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

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| **Property**<br>*(If part only, accurately describe part)* | The Vendor's property at:<br>Street: _____<br>_____<br>Suburb: _____ State: _____ Postcode: _____<br>Property Identifier Number: _____<br>As described by Title Reference(s): _____ |
| **Chattels**<br>*(List the Chattels included in this sale or attach annexure)* | |
| **Sale Price**<br>*(See Standard Condition 2)* | **$** _____ |
| **Deposit**<br>*(See Standard Condition 2)* | **$** _____ |
| **Deposit Holder**<br>*(See Standard Condition 2)* | *(Insert name of person or organisation that will hold the Deposit)* |
| ***Deposit Payment Time***<br>*(See Standard Condition 2)* | **Either** On the Contract Date<br>**or** Other date – (*specify*): |
| ***GST Treatment***<br>*(See Standard Condition 11)* | *Mark a box to indicate the GST Treatment.*<br>**Either** The sale is not a taxable supply<br>**or** The Margin Scheme applies and the Sale Price includes GST<br>**or** The GST-free Going Concern concession applies<br>**and/or** The GST-free Farm Land concession applies<br>**and/or** *If the treatment above does not apply:*<br>The Sale Price includes GST<br>**or** The Sale Price is plus GST |
| ***GST Withholding Treatment***<br>*(See Standard Condition 11)* | *Mark a box to indicate the GST Withholding Treatment.*<br>**Either** GST Withholding not required because:<br>The sale is not a taxable supply, or<br>The sale is GST-free, or<br>The sale is not of new residential premises or potential residential land, or<br>The Property is potential residential land and the Purchaser is acquiring with a creditable purpose<br>**or** GST withholding is required and the sale is:<br>wholly subject to GST withholding, or<br>only partly subject to GST withholding |
| ***Completion Date***<br>*(See Standard Condition 3)* | **Either** The _____ day of _____ 20 _____<br>**or** Another date (*specify*): |

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| ***Availability*** | On the Completion Date, the Vendor must make available to the Purchaser:<br>**Either** Vacant possession of the Property<br>**or** The right to receive rents and profits of the Property. A copy of the lease(s) is attached<br>**or** Other (*specify*): |
| ***Purchaser's Required Purpose***<br>*(See Standard Condition 5)* | **Either** ☐ The Purchaser's Required Purpose termination right does not apply<br>**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:<br>Vacant residential land, or<br>Residential dwelling, or<br>Other (*specify*): |
| ***Vendor Warranty***<br>*(See Standard Condition 10)* | The Standard Condition 10 exclusion of warranties applies:<br>**Either** ☐ Without qualification – the Property is sold "as is/where is"<br>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.<br>*The Vendor is deemed to be aware if they performed, were responsible for or caused to be performed the relevant work.<br>**or** The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate |
| ***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:<br>**Either** Yes - *a copy of the application and any additional information filed with the relevant tribunal or the order is attached*<br>**or** No |
| ***Strata Titles Act 1998 (Tas)*** | Is the Property subject to a strata scheme under the *Strata Titles Act 1998* (Tas)?<br>**Either** Yes<br>*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*<br>**or** No<br>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***<br>*(See Standard Condition 21)* | The cooling off provision of three (3) Business Days:<br>**Either** Applies<br>**or** ☐ Does not apply<br>If no selection is made, the cooling off provision does not apply. |

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## SPECIAL CLAUSES

***Use Special Clauses to alter the Standard Conditions of Sale.***

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| **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.

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| **Finance Amount** | *(Insert amount)* **$** _____ |
| **Financier** | *(Insert name)* |
| **Finance Period** | *(Complete)* Until the _____day of _____ 20 _____<br>or *(Insert number)* _____days from the Contract Date<br>or _____ |

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| **Subject to Sale Clause** | *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.* |
| **Purchaser's Property** | *(Insert address)* _____<br>_____<br>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.

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| **Contract Selling Period** | **Either** ☐ Not applicable<br>**or** By the _____day of _____ 20 _____ or within<br>_____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.

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| **Sale Settlement Deadline** | **Either** ☐ Not applicable<br>**or** The _____day of _____ 20 _____ or within<br>_____ days from _____ |

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

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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.* |
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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.

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| **Building Inspection Period** | *(Complete)* until the _____day of _____ 20 _____<br>or<br>*(Insert number of days)* _____ days from _____ |
| **Defect Limit** | **Either** _____ per cent of the Sale Price<br>**or** **$** _____ |

| **Shorter Period Clause** | *If selected below the Vendor may shorten the period to satisfy Special Clauses.* |
|---|---|

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

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**or** ☐ 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* _____

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**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 _____

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