

Standard Form Contract
for Sale of Real Estate in Tasmania (2018)
The Particulars of Sale (2018)



4#

The Standard Form Contract for Sale of Real Estate in Tasmania (2018) 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 (2018)"; and
2. the standard clauses known as "the Standard Conditions of Sale (2018)".

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 <u>13th</u> day of <u>June</u> 20 <u>17</u>
Vendor (The Seller or Sellers)	Name: <u>JZNM PTY LTD ACN 626 074 002</u> ABN: Address: <u>2 BELHAVEN AVENUE</u> Suburb: <u>TARDONA</u> State: <u>TAS</u> Postcode: <u>7058</u> Email: <u>Jameszhang888@gmail.com (James)</u> Phone: <u>0477 443 388</u> Firm: <u>Ogilvie Jennings</u> Person: <u>Maria Dwyer</u> Address: <u>282 Main Road Glenorchy</u>
Vendor's Solicitor or Conveyancer	
Purchaser (The Buyer or Buyers)	Name: <u>GLEBEUK PTY LTD ACN 624052305 ATF GELZ FAMILY SUPER FUND</u> ABN: Address: <u>76 Charolais Crescent</u> Suburb: <u>Benowa</u> State: <u>Qld</u> Postcode: <u>4217</u> Email: <u>zhaonah1929@163.com</u> Phone: <u>0406 223 049</u> Firm: <u>Ogilvie Jennings</u> Person: <u>Maria Dwyer</u> Address: <u>282 Main Road Glenorchy</u>
Purchaser's Solicitor or Conveyancer	
Property (The Property or Properties)	The Vendor's property at: <u>(insert address)</u> Street: <u>Unit 4 67 Merin Drive</u> Suburb: <u>BRIGHTON</u> State: <u>TAS</u> Postcode: <u>7030</u> Property Identifier Number: <u>Being part of 3430639</u> As described by Title Reference(s): <u>Being part of SP 1765021</u>

Vendor Initials [Signature] Witness Initials [Signature] Purchaser Initials [Signature] Witness Initials [Signature]

Chattels (See Standard Condition 2)	(List the Chattels included in this sale or attach annexure) NIL
Sale Price (See Standard Condition 2)	(In words) Two Hundred and Ninety Five Thousand dollars (In figures) \$ 295,000.00
Chattels Value	The part of the Sale Price attributable to the Chattels is: (In words) _____ dollars (In figures) \$ NIL
Deposit (See Standard Condition 2)	(In words) One Thousand dollars (In figures) \$ 1,000.00
Deposit Holder (See Standard Condition 2)	(Insert name of person or organisation that will hold the deposit) 4one4 Real Estate Westpac BSB 037 009 Account 292543
Deposit Payment Time (See Standard Condition 2)	Either <input type="checkbox"/> On the Contract Date or <input checked="" type="checkbox"/> Other date - (specify): Within seven working days of acceptance
GST Treatment (See Standard Condition 2)	Mark a box to indicate the GST Treatment: Either <input type="checkbox"/> The sale is not a taxable supply or <input checked="" type="checkbox"/> Margin Scheme - The sale is a taxable supply, the Sale Price includes GST and the Margin Scheme applies or <input type="checkbox"/> The sale is a GST-free supply according to the special clause added or <input type="checkbox"/> The sale is a taxable supply and GST is included in the Sale Price according to the special clause added or <input type="checkbox"/> The sale is a taxable supply and GST is added to the Sale Price according to the special clause added
GST Withholding Treatment (See Standard Condition 2)	Mark a box to indicate the GST Withholding Treatment: Either GST Withholding not required because: <input type="checkbox"/> Sale is not a taxable supply <input type="checkbox"/> Sale is GST-free <input type="checkbox"/> Sale not new residential premises or potential residential land <input type="checkbox"/> Property is potential residential land and Purchaser is registered with creditable purpose or GST Withholding required and: <input checked="" type="checkbox"/> Property entirely new residential premises and/or potential residential land <input type="checkbox"/> Property not entirely new residential premises and/or potential residential land
Completion Date (See Standard Condition 3)	Either <input type="checkbox"/> The _____ day of _____ 20____ or <input checked="" type="checkbox"/> Another date (specify): On or before 14 days of the issue of a separate title by the recorder of titles.

Vendor Initials *ZK*

Witness Initials *T*

Purchaser Initials *ZK*

Witness Initials *T*

Standard Form Contract
for Sale of Real Estate in Tasmania (2018)
The Particulars of Sale (2018)



<p>Availability (See Standard Condition 5)</p>	<p>On the Completion Date, the Vendor must make available to the Purchaser:</p> <p>Either <input type="checkbox"/> Vacant possession of the Property or <input checked="" type="checkbox"/> The right to receive rents and profits of the Property or <input type="checkbox"/> Otherwise (specify):</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>Purchaser's Required Use (See Standard Condition 7)</p>	<p>Either <input checked="" type="checkbox"/> Residential or <input type="checkbox"/> Other (specify):</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>or <input type="checkbox"/> The Purchaser does not require any specified required use.</p>
<p>Vendor Warranty (See Standard Condition 9)</p>	<p>The Standard Condition 9 exclusion of warranties applies:</p> <p>Either <input checked="" type="checkbox"/> without qualification or <input type="checkbox"/> except to the extent modified by any selection below:</p> <p><input type="checkbox"/> The Vendor warrants to best of the Vendor's knowledge, there are no outstanding completion or occupancy certificates, statutory orders or permit conditions on the Property</p> <p><input type="checkbox"/> The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate.</p>
<p>Cobling Off (See Standard Condition 15)</p>	<p>The Purchaser:</p> <p>Either <input checked="" type="checkbox"/> Waives or <input type="checkbox"/> Confirms reliance on the Cobling Off provision in Standard Condition 15 of the Standard Conditions of Sale</p>

SPECIAL CLAUSES Use Special Clauses to vary or add to the Standard Conditions of Sale.

relevant details must be completed for the following clause to apply.

It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Finance Period, the Financier makes available to the Purchaser a loan of the Finance Amount on terms currently available in transactions of a similar nature.

The Purchaser is the party benefited by this condition precedent.

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

Vendor Initials: *[Signature]* Witness Initials: *[Signature]* Purchaser Initials: *[Signature]* Witness Initials: *[Signature]*

**Standard Form Contract
for Sale of Real Estate in Tasmania (2018)**

The Particulars of Sale (2018) V3



Purchaser's Property	<p>This Contract is subject to the signing and completion of a contract of sale of the Purchaser's Property, complete all relevant details. All relevant details must be completed for the relevant provisions to apply.</p> <p>(insert address)</p> <p>Suburb: _____ State: _____</p>
----------------------	---

~~Subject to Contract it is a condition precedent to the Purchaser's obligation 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 \$_____)

~~Contract that a sale of the Purchaser's Property is completed on or before the nominated Deadline for Settlement of Sale.~~

Deadline for Settlement of Sale	Either <input type="checkbox"/> Not applicable or By the _____ day of _____ 20____ or within _____ days from _____
---------------------------------	--

Purchaser's Property	(insert address)
----------------------	-----------------------------

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 worker a licenced Building Services Provider under the Occupational Licensing Act 2004 (Tas), both;
 - specifying one or more defects in buildings and other improvements on the Property; and
 - certifying such defects are likely to cost more to remedy than the Defect Limit;
- 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

Vendor Initials AS Witness Initials W Purchaser Initials Zhang Witness Initials W

**Standard Form Contract
for Sale of Real Estate in Tasmania (2018)**

The Particulars of Sale (2018) V9



Shorter Period Clause I 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

Additional Special Clauses are annexed
 (Complete if there are attachments) The attached 1 annexe page(s) are part of this Contract.

Cautionary Notes:

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.

Take legal and other relevant advice as soon as possible.

This Contract creates critical timeframes.

Both Vendor and Purchaser should insure the Property from the Contract Date.

Contracts relating to the sale of residential premises or potential residential land trigger specific legal obligations on vendors and purchasers. The GST Treatment and GST Withholding Treatment clauses may avail a vendor of their legal obligations but only if the correct options are selected. In the case of a contract between associates, a contract involving non-monetary consideration or contract involving a GST mixed supply, the standard provisions are not sufficient and professional advice and special clauses are required.

By signature the parties confirm:

- they have read these Particulars of Sale and the Standard Conditions of Sale 2018;
- 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.

Vendor Signature 张景


In the presence of: Witness Signature [Signature]
 Name, Address, Occupation of Witness Mark Zhang, 123 Main St, Hobart, Tasmania

Purchaser Signature Mark Zhang

In the presence of: Witness Signature [Signature]
 Name, Address, Occupation of Witness Mark Zhang, 123 Main St, Hobart, Tasmania

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

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>This contract is subject to and conditional upon the recorder of titles issuing a separate title to the said unit within 60 Days</p> <p style="text-align: right;"> Zhang C</p>