

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>22nd</u> day of <u>June</u> 20 <u>21</u>
Vendor (The seller of the Property)	Name: <u>Jane Maree SCHMIDT and Mark SCHMIDT</u> ABN: _____ Address: <u>2B DERWENTWATER AVENUE</u> Suburb: <u>SANDY BAY</u> State: <u>TAS</u> Postcode: <u>7005</u> Email: _____ Phone: _____
Vendor's Solicitor or Conveyancer	Firm: <u>Butler McIntyre & Butler</u> Person: <u>Jason Samec</u> Address: _____
Purchaser (The buyer of the Property)	Name: <u>Glenwyn Property Holdings PTY LTD (ACN 650 161 238)</u> ABN: _____ Address: <u>24 Andreas Street</u> Suburb: <u>Petersham</u> State: <u>NSW</u> Postcode: <u>2049</u> Email: <u>findglen@me.com</u> Phone: <u>0430 021 484</u>
Purchaser's Solicitor or Conveyancer	Firm: <u>Goodman Conveyancing</u> Person: <u>Kate Goodman</u> Address: <u>L13, 39 MURRAY STREET HOBART TAS 7000</u>
Property (If part only, accurately describe part)	The Vendor's property at: (insert address) Street: <u>FLAT 1 / 64 - 66 MOLLE STREET</u> Suburb: <u>HOBART</u> State: <u>TAS</u> Postcode: <u>7000</u> Property Identifier Number: <u>5555507</u> As described by Title Reference(s): _____

Vendor Initials

Witness Initials

Purchaser Initials

Witness Initials

Chattels

(List the Chattels included in this sale or attach annexure)

~~All floor coverings, light fittings, window furnishings, 1 x Aristi Oven & hotplates, 1 x Aristi Fridge, 1 x iLve rangehood, 1 x Fisher & Paykel dishwasher, 1 x washing machine, 2 x Serene panel heaters~~

Sale Price

(See Standard Condition 2)

(in words) Five hundred and seventy five thousand dollars
(in figures) \$ 550,000.00 575,000.00

Chattels Value

The part of the Sale Price attributable to the Chattels is:

(in words) _____ dollars
(in figures) \$ _____

Deposit

(See Standard Condition 2)

(in words) Fifty Five thousand dollars
(in figures) \$ 55,000.00

Deposit Holder

(See Standard Condition 2)

(Insert name of person or organisation that will hold the Deposit)

CALMBROOK UNIT TRUST ACCOUNT - ANZ GLENORCHY
BSB: 017209 Acct: 420439837

Deposit Payment Time

(See Standard Condition 2)

Either ☐ On the Contract Date
or ☒ Other date – (specify):
On or within three (3) business days of contract date

GST Treatment

(See Standard Condition 10)

Mark a box to indicate the GST Treatment.

Either ☒ The sale is not a taxable supply
or ☐ Margin Scheme - The sale is a taxable supply, the Sale Price includes GST and the Margin Scheme applies
or ☐ The sale is a GST-free supply according to the special clause added
or ☐ The sale is a taxable supply and GST is included in the Sale Price according to the special clause added
or ☐ 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 11)

Mark a box to indicate the GST Withholding Treatment.

Either GST Withholding not required because:
☒ Sale is not a taxable supply
☐ Sale is GST-free
☐ Sale not new residential premises or potential residential land
☐ Property is potential residential land and Purchaser is registered with creditable purpose
or GST Withholding required and:
☐ Property entirely new residential premises and/or potential residential land
☐ Property not entirely new residential premises and/or potential residential land

Completion Date

(See Standard Condition 3)

Either ☐ The _____ day of _____ 20____
or ☒ Another date (specify):
On or within 30 days of satisfaction of all special clauses and on or within 30 days upon issue of strata title whichever is the later

Vendor Initials

Witness Initials

Purchaser Initials

Witness Initials

Availability
(See Standard
Condition 3(h))

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
or ☐ Otherwise (specify):

**Purchaser's
Required Use**
(See Standard
Condition 4(a))

- Either ☐ Residential
or ☒ Other (specify):

A stratum title unit

- or ☐ The Purchaser does not require any specified required use

**Vendor
Warranty**
(See Standard
Condition 9)

The Standard Condition 9 exclusion of warranties applies:

- Either ☒ without qualification
or ☐ except to the extent modified by any selection below:
☐ 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
☐ The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate

Cooling Off
(See Standard
Condition 19)

The Purchaser:

- Either ☒ Waives
or ☐ Confirms reliance on

the Cooling Off provision in Standard Condition 19 of the Standard Conditions of Sale

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

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.

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) \$ 385,000

Financier (Insert name)

LIBERTY

Finance Period (Complete) Until the day of 20

or (Insert number) 14 days from the Contract Date

or

Vendor Initials

Witness Initials

Purchaser Initials

Witness Initials

Subject to Sale Clause *If this Contract is subject to the signing and/or settlement of a contract for the sale of the Purchaser's Property, complete all relevant details below. All relevant details must be completed for the relevant provision/s to apply.*

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 ☐ 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 Deadline for Settlement of Sale.

Deadline for Settlement of Sale Either ☐ Not applicable
or By the _____ day of _____ 20____ or within
_____ days from _____

Inspection Clause *If this Contract is subject to a building inspection, complete all relevant details below.*

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 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) 7 _____ days from contract date

Defect Limit Either two (2) per cent of the Sale Price
or \$ _____

Vendor Initials

Witness Initials

Purchaser Initials

Witness Initials

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

Additional Special Clauses are annexed ☒

(Complete if there are attachments) The attached 1 annexure 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

in the presence of Witness Signature

Name, Address, Occupation of Witness

Marnie Hill
141 Murray St Hobart
Property Consultant

Purchaser Signature

in the presence of Witness Signature

Name, Address, Occupation of Witness

Rod Hume 21 STATION ST. Peter sham. 2049.
General Manager - The Salvation Army

Agent Commission

Other Charges

Deposit held:

Certified true copy by

PRDnationwide - Hobart

93 Main Road, Montrose TAS 7010
ABN 26 116 469 582

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.