

Bobbi alexThe 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: VENKATA RAVI KUMAR KASTURI ABN: _____ Address: 6 JARDINE CRESCENT Suburb PROSPECT VALE State: TAS Postcode: 7250 Email ravi4443@aol.com Phone: 0468 946 416
Vendor's Solicitor or Conveyancer	Firm: Dobson Mitchell Allport Person: Henry Jones Email: henry.jones@doma.com.au
Purchaser <i>(The buyer of the Property)</i>	Name: _____ ABN: _____ Address: _____ Suburb _____ State: _____ Postcode: _____ Email _____ Phone: _____ Name: _____ ABN: _____ Address: _____ Suburb _____ State: _____ Postcode: _____ Email _____ Phone: _____
Purchaser's Solicitor or Conveyancer	Firm: _____ Person: _____ Email: _____
Property <i>(If part only, accurately describe part)</i>	The Vendor's property shown on the attached plan as Lot, being part of the Vendor's property described in the head folio of the Register Volume 109955 Folio 18 subject to variations allowed by this Contract Property Identifier Number: Part of 1498787 As described by Title Reference(s): Part of Volume 109955 Folio 18
Chattels <i>(List the Chattels included in this sale or attach annexure)</i>	

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

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>
Deposit Payment Time <i>(See Standard Condition 2)</i>	Either <input type="checkbox"/> On the Contract Date or <input checked="" type="checkbox"/> Other date – <i>(specify)</i> : Within 3 business from the date of the Contract
GST Treatment <i>(See Standard Condition 11)</i>	Mark a box to indicate the GST Treatment. Either <input type="checkbox"/> The sale is not a taxable supply or <input checked="" 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>	Mark a box to indicate the GST Withholding Treatment. Either GST Withholding not required because: <input 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 checked="" 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 checked="" type="checkbox"/> Another date <i>(specify)</i> : Within 30 days of the fulfilment or waiver (as the case may be) of the finance clause (if any), subject to contract clause (if any) or issue of a separate title to the Property, whichever is the later
Availability	On the Completion Date, the Vendor must make available to the Purchaser: Either <input checked="" type="checkbox"/> Vacant possession of the Property or <input type="checkbox"/> The right to receive rents and profits of the Property. A copy of the lease(s) is attached or <input type="checkbox"/> Other <i>(specify)</i> :

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

Purchaser's Required Purpose (See Standard Condition 5)	Either <input type="checkbox"/> The Purchaser's Required Purpose termination right does not apply 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: <input type="checkbox"/> Vacant residential land, or <input checked="" type="checkbox"/> Residential dwelling, or <input type="checkbox"/> Other (<i>specify</i>):
Vendor Warranty (See Standard Condition 10)	The Standard Condition 10 exclusion of warranties applies: Either <input checked="" type="checkbox"/> Without qualification – the Property is sold “as is/where is” <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. *The Vendor is deemed to be aware if they performed, were responsible for or caused to be performed the relevant work. or <input type="checkbox"/> 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 <i>Neighbourhood Disputes About Plants Act 2017</i> (Tas) been made in relation to the Property: Either <input type="checkbox"/> Yes - a copy of the application and any additional information filed with the relevant tribunal or the order is attached or <input checked="" type="checkbox"/> No
Strata Titles Act 1998 (Tas)	Is the Property subject to a strata scheme under the <i>Strata Titles Act 1998</i> (Tas)? Either <input checked="" type="checkbox"/> Yes <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: https://nre.tas.gov.au/Documents/strata.pdf</i> or <input type="checkbox"/> 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 <input type="checkbox"/> Applies or <input checked="" type="checkbox"/> Does not apply If no selection is made, the cooling off provision does not apply.

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>
-----------------------	---

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.

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

Finance Amount	(Insert amount) \$ _____
Financier	(Insert name) _____
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 _____
---------------------------------	---

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>
--------------------------	--

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.

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

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>
------------------------------	--

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:
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 _____

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 _____

ANNEXURE A

Additional Special Clauses:

Subject to Issue of New Title	<p>Completion of this Contract is subject to, on or before the expiry of the Issue of New Title Period, the Recorder of Titles having issued a separate certificate of title for the Property.</p> <p>The Vendor must use reasonable endeavours to satisfy this special clause.</p> <p>Neither party can waive the benefit of a condition precedent in this special clause without the written agreement of the other party.</p> <p>If this condition precedent is not satisfied this Contract is at an end and each party will be released from their obligations to perform this Contract, the Deposit will be returned to the Purchaser (if paid) and neither party will be able to claim any loss or damage from the other party, other than for prior breaches.</p> <p>If the Recorder of Titles has not issued a separate legal title in respect of the Property to the Vendor within the Issue of New Title Period for whatever reason, then the Vendor may, at the Vendor's sole discretion, elect to extend the timeframe for fulfilment of the condition precedent in this clause for a further period nominated by the Vendor of not more than 3 months by giving notice to the Purchaser prior to the expiration of the Issue of New Title Period.</p>
Issue of New Title Period:	Six months from the date of this Contract.

Vendor
Initials.....

Witness
Initials

Purchaser
Initials.....

Witness
Initials.....

3441-6158-1883, v. 1

ANNEXURE A

Plans	<p>The Purchaser acknowledges that the Plans are preliminary only and are subject to survey and approval by the relevant Council and the Land Titles Office. The Vendor reserves the right to incorporate in the Plans changes which are required:</p> <ul style="list-style-type: none"> (a) to comply with an applicable law; (b) required by any Government Body that has jurisdiction over the Development; (c) by the Vendor or the Vendor's surveyor (so long as the change does not have a substantial material adverse effect on the use or enjoyment of the Property or the area of the Property); or (d) by good surveying practice. <p>The Purchaser must accept the identity of the Property and the Common Property as shown in the certificate of title for the property issued by the Recorder of Titles and the Strata Plan.</p> <p>The final areas for the Property shown in the Strata Plan will be the "as built measurements". The Vendor does not give any warranty as to the accuracy, dimensions or areas shown on the Plans.</p> <p>The Purchaser is not entitled to rescind or terminate this Contract, issue any requisitions, issue any objections, make any claim for any compensation, loss or damage, delay completion, or claim any other relief or remedy in respect of any of the following matters:</p> <ul style="list-style-type: none"> (a) any discrepancy between the area, dimensions or boundaries of the Property as shown in the Plans and the area, dimensions and boundaries of the Property as shown in the Strata Plan and as built; (b) any discrepancy between the number, size or location of other lots or Common Property as appears from the Plans and as appearing on the Strata Plan or as built (so long as any change in the Common Property does not have a substantial material adverse affect on access to and egress from the Property or the use and enjoyment of the Property); (c) any discrepancy between the Land as shown in the Plans and the land which comprises the site for the purposes of the Strata Plan; (a) any minor variations between the unit entitlement for any lot appearing on the Plans and the unit entitlement for that lot appearing on the Strata Plan; (b) any renumbering of the lots; or (c) any thing that the Vendor is permitted to do under this Contract.
--------------	---

Vendor
Initials.....

Witness
Initials

Purchaser
Initials.....

Witness
Initials.....

3441-6158-1883, v. 1

ANNEXURE A

Construction and related matters	<p>The Vendor must use reasonable endeavours to cause the construction of the Construction Works for the Property to the stage of Practical Completion in a good and workmanlike manner substantially in accordance with the Plans.</p> <p>The Vendor may at any time make such variations to the Construction Works and the Plans which the Vendor considers necessary or desirable because of:</p> <ul style="list-style-type: none"> (a) any order or direction of any Government Body that has jurisdiction over the Development; (b) any present or future applicable law that affects the design or construction of the Construction Works; (c) the practical exigencies of construction, including the requirements of good building practice, the unavailability of any fixture, fitting, item, product or materials, supplier delays, and/or any fixture, fitting, item, product or materials failing to meet the Vendor's standards or otherwise required by the Vendor; or (d) any combination of any of the above.
---	--

Adjustment of Rates and Taxes	<p>The Purchaser is solely responsible for any supplemental rates, taxes, charges and assessments that are assessed, charged, imposed or levied on the Property after issue of title for the Property.</p> <p>If no separate rates and/or land tax notices have issued for the Property at the date of issue of title for the Property, then the Vendor's Solicitor will apportion those charges applicable to the parent property subject to the strata subdivision on an area basis, on the Completion Date.</p>
--------------------------------------	--

Body Corporate	<p>As at the date of this Contract, the Body Corporate Laws proposed by the Vendor are the model by-laws in the Act.</p>
-----------------------	--

Vendor
Initials.....

Witness
Initials

Purchaser
Initials.....

Witness
Initials.....

3441-6158-1883, v. 1

ANNEXURE A

Default Interest Clause	<p>If the Purchaser breaches this Contract by failing to complete it on the Completion Date, then the Purchaser must pay interest to the Vendor from the Completion Date until either:</p> <ul style="list-style-type: none"> (a) completion takes place; or (b) this Contract is effectively terminated by either party or by law. <p>Interest under this clause accrues daily at the rate of 10 per cent per annum calculated upon all money which should have been paid by the Purchaser, but which has not been either received or applied for the exclusive benefit of the Vendor.</p> <p>Payment of the interest on completion is a condition precedent to the Vendor's obligation to complete this Contract.</p> <p>If rent or other income is received by the Vendor in respect of the Property, then the Vendor must elect to have either:</p> <ul style="list-style-type: none"> (a) the rent; or (b) the interest, <p>for the period of the purchaser's default, but cannot have both.</p> <p>The Vendor's right to recover interest under this clause is intended:</p> <ul style="list-style-type: none"> (a) to survive the termination of other contractual obligations between the parties under this Contract; and (b) to be in addition to any right to forfeit the Deposit, unless the parties agree otherwise. <p>No interest is payable under this clause if the Purchaser's failure to complete is due to the Vendor's wilful default.</p>
Guarantee	<p>Unless otherwise agreed in writing by the Vendor and Purchaser, if the Purchaser is a corporation (other than a corporation listed on the main board of the Australian Securities Exchange), the Purchaser must, if requested by the Vendor, ensure that all directors and, if required by the Vendor, shareholders of the Purchaser sign a deed of guarantee (Guarantee) in favour of the Vendor in a form acceptable to the Vendor (acting reasonably) guaranteeing the performance of the Purchaser's obligations under this Contract and deliver the signed Guarantee to the Vendor or the Vendor's solicitor within 5 Business Days of receipt of the Guarantee.</p>

Vendor
Initials.....

Witness
Initials

Purchaser
Initials.....

Witness
Initials.....

ANNEXURE A

Definitions	<p>In this Contract the following Capitalised expressions have the following meaning: Act means the Strata Titles Act 1998 (Tas).</p> <p>Body Corporate means the body corporate established by the registration of the Strata Plan.</p> <p>Body Corporate Laws means the by-laws of the Body Corporate.</p> <p>Common Property means that part of the Land included (or to be included) in the Strata Plan that is common property for the purposes the Act or the Body Corporate Laws.</p> <p>Construction Works means the works required for the construction of that part of the Development comprising the Property.</p> <p>Development means the construction of units on the Land (including the Property) and associated Common Property, which may be staged.</p> <p>Government Body includes any government (federal, state or local) or any governmental, administrative or judicial body, department, authority, commission, tribunal, delegate, instrumentality or agency.</p> <p>Land means the land comprised in the head folio of Register Volume described in the Property section of this Contract as the site for the Development.</p> <p>Plans means the plans and specifications for the Property included in the annexures marked "B".</p> <p>Practical Completion means that stage when the Construction Works are practically complete substantially in accordance with the Plans (as varied) as certified by the Vendor.</p> <p>Strata Plan means the strata plan registered (or to be registered) under the Act on the application of the Vendor as developer and which includes (or will include) the Property.</p>
--------------------	--

Vendor
Initials.....

Witness
Initials

Purchaser
Initials.....

Witness
Initials.....

3441-6158-1883, v. 1

ANNEXURE B

Vendor
Initials.....

Witness
Initials

Purchaser
Initials.....

Witness
Initials.....

3441-6158-1883, v. 1