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 *(The seller of the Property)*	**Name:** AMANDA BARKOCZY ABN: Address: 77 BURGESS STREET Suburb: BICHENO State: TAS Postcode: 7215 Email: Phone: **Name:** ABN: Address: Suburb: State: Postcode: Email: Phone:
Vendor's Solicitor or Conveyancer	Firm: Person: Email:
Purchaser *(The buyer of the Property)*	**Name:** 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* _____

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Property *(If part only, accurately describe part)*	The Vendor's property at: Street: 80 BLIGH STREET Suburb: WARRANE State: TAS Postcode: 7018 Property Identifier Number: 5160089 As described by Title Reference(s): 79381/31
Chattels *(List the Chattels included in this sale or attach annexure)*	All fixed floor coverings, electric light fittings, window furnishings, oven, rangehood, cook top, heat light, heat pump, shed x 2 and clothesline all as inspected by or on behalf of the Purchaser.
Sale Price *(See Standard Condition 2)*	**$**
Deposit *(See Standard Condition 2)*	**$**
Deposit Holder *(See Standard Condition 2)*	*(Insert name of person or organisation that will hold the Deposit)* Petrusma Property Lindisfarne Trust Account Bank Name: Commonwealth Bank of Australia BSB: 067 000 Account Number: 1045 4169
Deposit Payment Time *(See Standard Condition 2)*	**Either** ☐ On the Contract Date **or** ☑ Other date – (*specify*): Within 3-days of the Contract Date
GST Treatment *(See Standard Condition 11)*	*Mark a box to indicate the GST Treatment.* **Either** ☑ The sale is not a taxable supply **or** ☐ The Margin Scheme applies and the Sale Price includes GST **or** ☐ The GST-free Going Concern concession applies **and/or** ☐ The GST-free Farm Land concession applies **and/or** *If the treatment above does not apply:* ☐ The Sale Price includes GST **or** ☐ The Sale Price is plus GST
GST Withholding Treatment *(See Standard Condition 11)*	*Mark a box to indicate the GST Withholding Treatment.* **Either** GST Withholding not required because: ☑ The sale is not a taxable supply, or ☐ The sale is GST-free, or ☐ The sale is not of new residential premises or potential residential land, or ☐ The Property is potential residential land and the Purchaser is acquiring with a creditable purpose **or** GST withholding is required and the sale is: ☐ wholly subject to GST withholding, or ☐ only partly subject to GST withholding
Completion Date *(See Standard Condition 3)*	**Either** ☐ The _____ day of _____ 20 _____ **or** ☐ Another date (*specify*):

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

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Availability	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. A copy of the lease(s) is attached **or** ☐ Other (*specify*):
Purchaser's Required Purpose *(See Standard Condition 5)*	**Either** ☐ 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: ☐ Vacant residential land, or ☑ Residential dwelling, or ☐ Other (*specify*):
Vendor Warranty *(See Standard Condition 10)*	The Standard Condition 10 exclusion of warranties applies: **Either** ☑ Without qualification – the Property is sold "as is/where is" ☐ 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** ☐ 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: **Either** ☐ Yes - *a copy of the application and any additional information filed with the relevant tribunal or the order is attached* **or** ☑ No
Strata Titles Act 1998 (Tas)	Is the Property subject to a strata scheme under the *Strata Titles Act 1998* (Tas)? **Either** ☐ Yes *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* **or** ☑ 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** ☐ Applies **or** ☑ Does not apply If no selection is made, the cooling off provision does not apply.

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

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SPECIAL CLAUSES

Use Special Clauses to alter 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. 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.

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	*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)* _____ _____ 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 for Sale Settlement Deadline.

Sale Settlement Deadline	**Either** ☐ Not applicable **or** The _____ day of _____ 20 _____ or within ____ 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.*

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	*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

or ☐ the Shorter Period Clause does not apply

Additional Special Clauses are annexed ☑

(Complete if there are attachments) The attached 13 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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petrusma
PROPERTY MANAGEMENT

Agreement to Extend Tenancy

I/We the Tenants:

Kailash Malla

Approved occupants/pets:

Kailash Malla and x1 approved occupant (Dansu Shahi)

Of the premises at

Premise address: 80 Bligh St, Warrane, TAS 7018 Australia

Agree to extend our Tenancy Agreement:

For a fixed period of: Fifty Two (52) weeks

Current Rent: $490 per week

From start date: 1st of March 2025

Rent increase to: N/A

To a change date of: 27th of February 2026

Effective date: N/A

I/we acknowledge and understand all terms and conditions as outlined in the original signed lease agreement remain in place with the exception of any additional terms as noted below:

Any additional clauses on the original Lease Agreement remain unchanged.

After Hours Maintenance:

Plumber:	Harry Glover- 0499 555 010
Glazier:	City Glass - 03 6234 2213
Electrician:	Fortis Power - 0499 892 466
Locksmith:	Locksafe Security - 03 6231 4245

Signatures

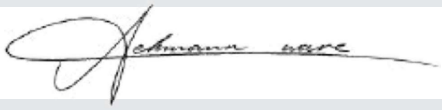
Signature: Date: 26/02/2025

Signature: Date: 26/02/2025

Signature: Date:

Signature: Date:

☒ I/We acknowledge and authorise the above as my/our digital signatures.

Agent Signature:  Date: 27/02/2025

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RESIDENTIAL TENANCY AGREEMENT

VERSION 4.11
May 2019

IMPORTANT NOTICE

This is an agreement between the owner and the tenant for the tenant to have the right to occupy residential premises in exchange for a rent and a security deposit. The individual details are as listed in the Schedule attached to this Agreement.

Nearly all the terms in this agreement are included under a Law called the Residential Tenancy Act 1997 as amended and any regulations made pursuant to that Act (referred to in the rest of this agreement as "the Act"). If there is any dispute about the meaning of any word in this agreement, it has the meaning given in the Act. If there is any inconsistency between the Act and this agreement, the Act will take precedence.

Tenants must be aware that their goods are not covered by any insurance taken out by the owner, and they have to take out their own cover if they want insurance for their goods.

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Residential Tenancy Agreement Schedule

INDIVIDUAL DETAILS

Owner: A Barkoczy

Tenant: Kailash Malla

Approved Occupants: x1 approved dependant - Dansu Shahi

Start Date: 02 / 09 / 2022 (If Start Date is conditional upon an event (eg vacancy or sale) insert here)

Fixed Period: 52 weeks Change Date: 01 / 09 / 2023

Premises:

Street 80 Bligh St

Suburb Warrane State TAS Postcode 7018

Gardener included

(If relevant, describe any area not included in the Premises)

Rent: $ 490.00 Per Week

Security Deposit: $ 1,960.00 - To be held by the RDA

Nominated Repairers: For AFTER HOURS EMERGENCY repair ONLY, please contact:

Electrical: Fortis Power - 0499 892 466

Plumbing: Jackson and Cooper Plumbing - 03 6273 0004

Glass: City Glass - 03 6234 2213

Maintenance: Emergency Locksmith - Lock Safe - 03 6231 4245

Approved Cleaning Company:

AGENT DETAILS

Agent Hobart Property Holdings Pty Ltd

Agency Petrusma Property Management

Street OFFICE 1 / 93 NEW TOWN ROAD

New Town, TAS

Suburb NEW TOWN State TAS Postcode 7008

Phone 0362347090 Fax Mobile

Email rentals@petrusma.com.au

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PRIVACY ACT (COMMONWEALTH) 1988 - COLLECTION NOTICE

The personal information the prospective tenant provides in this application or that which is collected from other sources is necessary for the Agent to verify the Applicants identity, to process and evaluate the application and to manage the tenancy. The Agent may disclose information (including information with respect to the sale of the property) to other parties including the Real Estate Institute of Tasmania, media organisations, potential buyers, existing and potential future clients of the agent, parties engaged to evaluate the property, owner corporations, government and statutory bodies, financial institutions, and by publication on the Internet. Information already held on tenancy reference databases may also be disclosed to the Agent and/or landlord. Unless you advise the Agent to the contrary, the Agent may also disclose such information to The Real Estate Institute of Tasmania Ltd (REIT) for the purpose of documenting all leasing data in the area for the benefit of its members as part of membership services and for others in the property or related industries, and so as to assist them in continuing to provide the best possible service to their client. In providing this information, you agree to its use, unless you advise the Agent differently. The privacy policy of the REIT can be viewed on its website **www.reit.com.au.** If the Applicant enters into a Residential Tenancy Agreement and if the Applicant fails to comply with their obligations under the Agreement, that fact and other relevant personal information collected about the Applicant during the course of the tenancy may also be disclosed to other parties, including those referred to above. The Agent will only disclose information in this way to other parties to achieve the purposes specified above or as otherwise allowed under the Privacy Act. If the Applicant would like to access this information they can do so by contacting the Agent at the address and contact numbers contained in this Application or the REIT on (03)6223 4769. The Applicant can also correct this information if it is inaccurate, incomplete or out of date. If the information is not provided, the Agent may not be able to process the application and manage the tenancy.

I / We Kailash Malla

Acknowledge that I/We have read and understood the contents of this Privacy Collection Notice

✘ _____ Date 17/08/2022 SIGN HERE

(Tenant/s to sign)

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1. AGREEMENT

(1) **Individual Details**
This is an agreement between the people shown on the schedule, and with the individual details shown on the Schedule that is attached to this agreement, and which is a part of the agreement.

(2) **Fixed Period**
The fixed period of this agreement lasts from the start date (see Schedule) until the change date (see Schedule) and for the fixed period shown on the Schedule.

(3) **During Fixed Period**
Between the start date and the change date the agreement can be ended if it is specifically terminated by the tenant (see clause 8) or the owner (see Clause 10) or by agreement of the tenant and the owner (see Clause 13) or a Court Order (see Clause 9). It cannot be terminated just because one party wants to.

(4) Subject to section 47C of the Act, if the tenant includes more than one (1) person, each person is jointly and severally liable under the agreement. This means each person is individually liable for all damages for breach of the agreement, although each person has a right to seek reimbursement from the other persons to share equally in the liability. Any tenant who ceases to occupy the premises is not liable for any loss caused by an act or omission of any other tenant who remains in occupation of the premises if that act or omission occurred after the tenant who has ceased to occupy the premises has left. The onus of proving when an act or omission causing loss occurred is on the tenant who has left the premises.

(5) Only the persons named as tenant or as an approved occupant may occupy the premises. If any other person becomes a permanent occupier without the written consent of the owner that person will be a trespasser.

(6) The owner must provide the tenant with a copy of this agreement within fourteen (14) days after the start date.

2. RENT

(1) Rent must be paid two or four weeks in advance (as notified by the owner) as from the start date until the agreement is validly terminated.

(2) Every twelve (12) months the rent can be increased by a reasonable amount upon the owner giving sixty (60) days notice in writing to the tenant. If the tenant thinks the increase is unreasonable, an application can be made to the Residential Tenancy Commissioner to decide the dispute.

(3) If rent is paid in cash or by cheque the owner must give the prescribed receipt.

3. SECURITY DEPOSIT

(1) Unless otherwise agreed, the tenant cannot take possession of the premises until payment of the security deposit.

(2) An owner may require that an amount be paid by or on behalf of the prospective tenant as security for the performance of obligations under the Residential tenancy agreement, not exceeding four (4) weeks rent.

(3) The security deposit must be paid by the tenant to either:

(a) The Rental Deposit Authority – "MyBond" or

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(b) if the premises are managed on the owner's behalf by a property agent either:

(i) to that property agent, who is required to lodge the bond within ten (10) days of receipt; or

(ii) to the Rental Deposit Authority – "MyBond".

(4) The owner must give the tenant two (2) copies of a report stating the condition of the premises on or before the day the tenant occupies the premises, and the tenant must agree or disagree with the report by writing on it what they disagree with, signing it and returning it to the owner within two (2) days.

(5) Within three (3) working days of the termination of the agreement the owner must give to the tenant a claim form signed by the owner. If the owner believes they are entitled to a disbursement of the security deposit, the claim form must include:

(a) the reason for the disbursement of the security deposit to the owner; and

(b) the amount that it is considered should be disbursed to the owner or an estimate of the date on which it is expected that the amount will be determined.

(6) If the owner, all tenants and all deposit contributors agree with the claim form and endorse the claim form any person may lodge the claim form with the Authority.

(7) The owner may lodge a claim form with the Authority if the tenancy has ended and if the deposit contributor has not lodged a claim form with the Authority, and

(a) within ten (10) days after it was given to the tenant under clause 3(5) it has not been lodged by the tenant, or

(b) the owner has been unable to give the claim form to any tenant after taking all reasonable steps to do so.

(8) If the tenant has not received a claim form from the owner within three (3) working days from termination of the residential tenancy agreement the tenant may lodge a claim form with the Authority.

(9) If the tenant disputes a claim form received from the owner, the tenant may lodge with the Commissioner of the Authority a dispute at any time before the claim form is lodged with the Authority or in all other cases within ten (10) days after the lodgment of the claim form with the Authority.

4. GENERAL REPAIRS

(1) The owner must maintain the premises as nearly as possible in the condition they were on the day this agreement was entered into except for reasonable wear and tear.

(2) The tenant must notify the owner of any repairs needed in respect of the premises within seven (7) days of the need arising.

(3) The owner must carry out any repairs specified in the notice that are not the tenant's fault within twenty eight (28) days of being notified.

(4) The tenant must carry out any repairs to the premises (including pipes) which are the tenant's fault within twenty eight (28) days of the need arising.

5. URGENT REPAIRS

(1) If the water, sewerage, electricity, cooking stove and oven, hot water service, removal of grey water, tap washers, any heating that came with the property and inaccessible light globes cease to function, then the tenant must inform the landlord/agent of the need for the urgent repair as soon as practicable, and the landlord/agent must have essential service restored as soon as practicable. Standard accessible light globes are the responsibility of the tenant.

(2) If the landlord/agent is unable to be contacted, or fails to organise the repairs within 24 hours of being notified, a tenant may authorise the repairs to be done by a nominated repairer, or if there is no nominated repairer, a suitable repairer. Repairs are only to be carried out to the extent that the essential service becomes functional again.

6. EMERGENCY REPAIRS

(1) If premises are damaged, and if the damage is not repaired further damage is likely to occur as a result, (for example a hole in the roof), then the tenant must notify the owner as soon as practicable.

(2) If the owner cannot be contacted promptly, the tenant may authorise the nominated repairer or another suitable repairer to fix the damage so far as is necessary to stop any further damage occurring. If the owner arranges for the repairs to be carried out within twenty four (24) hours after being notified, the owner must ensure that the repairs are actually carried out as soon as practicable.

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7. COST OF URGENT OR EMERGENCY REPAIRS

(1) The cost of any urgent or emergency repairs done by a nominated repairer has to be paid by the owner, but if liability is disputed, it can be decided by a Magistrate.

(2) The cost of any urgent or emergency repairs done by a suitable repairer has to be paid by the tenant, and the owner must reimburse the tenant. If there is a dispute it can be decided by a Magistrate.

8. TERMINATION OF AGREEMENT BY A TENANT

(1) The tenant can only terminate the agreement if:

(a) The owner has breached the agreement in some way, (for example by failing to carry out repairs); or

(b) The tenant wishes to, and the change date has passed without extension of the fixed period so the agreement is a no-fixed-period agreement.

(2) The tenant can only terminate the agreement by giving a Termination Notice stating a date at least fourteen (14) days after the notice is served when the agreement will end.

(3) If the Termination Notice is given because the owner has breached a provision of the agreement, other than a provision relating to repairs, and the owner fixes the breach before the fourteen (14) days runs out, then the notice has no effect and the agreement stays in force.

(4) The Termination Notice must state:

(a) The date of service of the notice;

(b) The name of the tenant;

(c) The name of the owner;

(d) The address of the premises;

(e) The details of the reason the notice is served;

(f) The date more than fourteen (14) days after the date of service on which the agreement is to end.

9. TERMINATION BY COURT

(1) Either party can apply to a Magistrate for an Order to terminate the agreement because the other party:

(a) Has or is likely to cause serious damage to the premises or their contents or to any neighbouring premises; or

(b) Has or is likely to cause physical injury to themselves, another party to the agreement or an occupier of neighbouring premises.

10. TERMINATION BY OWNER

(1) The owner may terminate the agreement by serving on a tenant of the premises a Notice to Vacate for any of the following reasons:

(a) The tenant has failed to comply with the agreement in some way (for example by failing to pay the rent on time); or

(b) The agreement is not for a fixed period and the premises are to be sold, renovated or used for another purpose; or

(c) The agreement is due to expire not more than forty two (42) days after the service of a Notice to Vacate where that Notice to Vacate requires the tenant to vacate not earlier than the change date; or

(d) An order has been made under section 86 of the Land Titles Act 1980 for foreclosure of the premises; or

(e) The premises are to be sold pursuant to section 78 of the Land Titles Act 1980; or

(f) The tenant has caused a nuisance at the premises which is substantial.

(2) A Notice to Vacate must state:

(a) The date of service of the notice;

(b) The name of the tenant;

(c) The name of the owner;

(d) The address of the premises;

(e) The details of the reason the notice is served; and

(f) The date more than fourteen (14) days after the date of service on which the agreement is to end.

(3) A Notice to Vacate takes effect:

(a) fourteen (14) days after the Notice is served for one or more of the reasons set out in sub-clause(1)(a) or (f);

(b) sixty (60) days after the Notice is issued for one or more of the reasons set out in sub-clause (1)(d) or (e);

(c) forty two (42) days after the Notice is served for the reason set out in sub-clause (1)(b) or (c) but not before the change date.

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(4) If the reason for the Notice is because the tenant has breached a provision of the agreement, and the tenant fixes the breach before the fourteen (14) days runs out (for example by repairing damage the tenant has caused) then the Notice has no effect and the agreement stays in force EXCEPT if the tenant has received two (2) prior Notices to Vacate for non payment of rent in the preceding 12 months, in which case the breach cannot be fixed any more and the Notice to Vacate will take effect regardless of what the tenant does and the agreement will end after the fourteen (14) days runs out.

(5) A Notice to Vacate expires after the period of 28 days from the date on which it took effect.

11. TERMINATION BY ABANDONMENT

(1) Premises are abandoned if the tenant stops occupying them without any valid Termination Notice or Notice To Vacate being delivered.

(2) If a tenant abandons premises the tenant is liable to the owner for:

(a) rent payable under the agreement from the date of abandonment until the date on which another residential tenancy agreement for the premises is entered into or the date on which the agreement could have been terminated under the Act if another residential tenancy agreement for the premises is not entered into before that date; and

(b) any other loss arising from the abandonment.

(3) If a tenant abandons premises the owner must take reasonable steps to re-let the premises and reduce loss as much as possible.

12. TERMINATION BY EARLY VACATION

(1) Early vacation of premises occurs if the tenant stops occupying them without any valid Termination Notice or Notice to Vacate being delivered and if the tenant has notified the owner of his/her intention to stop occupying the premises.

(2) If a tenant vacates premises early the tenant is liable to the owner for:

(a) rent payable under the agreement from the date of early vacation until the date on which another residential tenancy agreement for the premises is entered into or the date on which the agreement could have been terminated under the Act if another residential tenancy agreement for the premises is not entered into before that date; and

(b) any other loss arising from the early vacation.

(3) If a tenant vacates premises early the owner must take reasonable steps to re-let the premises and reduce loss as much as possible.

13. TERMINATION BY AGREEMENT

(1) If both the tenant and the owner wish to terminate the agreement early, they can always agree to do so.

(2) The agreement to terminate early may include terms of compensation as part of the agreement, and this will be binding on the parties.

(3) If one party does not wish to terminate early by agreement, subject to clause 12, the other party cannot break the lease without being liable for breach of the agreement in accordance with Clause 28.

14. SALE OF ABANDONED GOODS

If a tenant leaves goods on the premises after an agreement is terminated, the owner can dispose of them if they seem to have no value, sell them if they seem to be worth under Three Hundred Dollars($300.00), or get a Magistrate's permission to sell them if they seem to be worth more than Three Hundred Dollars ($300.00). The proceeds of sale can be used for compensation to the owner, and any balance not collected by the tenant within six (6)months is forfeited to the Government.

15. SUBLETTING

(1) The tenant must not rent the premises to someone else, transfer this agreement, give possession of all or part of the premises to someone else, or allow extra people to permanently or on a regular basis occupy the premises without the consent in writing of the owner.

(2) If the owner consents to any such requests, subject to clause 1(4), all of the old tenants and the new tenants will be bound by this agreement.

(3) The owner cannot unreasonably refuse to give that consent, or charge the tenant for giving that consent except for reasonable expenses caused by giving that consent.

16. VACANT POSSESSION

The owner must ensure the premises are vacant on the start date and the tenant must ensure the premises are vacant on the day after the agreement ends.

17. USE OF PREMISES

The tenant must not use the premises for anything other than a residence, and must not cause or permit a nuisance to be made on or from the premises.

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18. LOOKING AFTER THE PREMISES

(1) The tenant must keep the premises reasonably clean, and in the same condition they were in on the start date apart from reasonable wear and tear.

(2) Looking after the premises means, in addition to anything else, that the tenant must:

(a) Keep all baths, sinks, water pipes, drains, drain pipes and toilet systems cleaned and maintained;

(b) Clear any stoppage or blockage in any pipes caused by the tenant's conduct;

(c) The Tenant agrees that he/she shall be responsible for the periodic replacement of electric light globes and other consumable items such as fluorescent tubes and starters if they are accessible and fuses. The Tenant further acknowledges that, unless details of missing or malfunctioning items were included in the condition report, all electric globes, tubes and starters for all light fittings were present and in working condition as at the commencement of the Tenant's occupancy of the property;

(d) Notify the owner of any leaking taps not the fault of the tenant;

(e) Replace broken or cracked glass, which is the fault of the tenant;

(f) Remove marks, scratches and stains which are the fault of the tenant;

(g) Repair all damage caused by the tenant or any person coming onto the premises with the tenant's stated or implied consent;

(h) Keep the garden and grounds belonging to or surrounding the premises neat and tidy and in the same order and condition as they were in at the start date;

(i) Supply a garbage can with a tight fitting lid and place all rubbish and refuse securely in it and regularly place it in a position required by the collectors on the days set aside for garbage collection; and

(j) Keep all forms of heating free of lint and other contaminants and to ensure filters of heat pumps are cleaned regularly in accordance with the manufacturers instructions.

(k) Maintain and clean any swimming pool on the premises so that it is suitable for human use at all times.

(3) Looking after the premises means, in addition to anything else, that the tenant must not without the consent of the owner in writing:

(a) Throw or permit to be thrown any fat, tea leaves or other solid matter down any sink, drain or pipe;

(b) Paint, drive nails or screws into the walls, ceilings or floors;

(c) Fix anything to the walls, which will mark or damage the walls or paint work;

(d) Make any alteration or addition to the premises;

(e) Put up any placard, sign, board or advertisement;

(f) Hang any clothes or other articles out of the windows or on the outside of the premises other than on clothes drying facilities provided;

(g) Use a kerosene heater;

(h) Keep on the premises any animal, bird or other pet;

(i) Obstruct the premises or permit any obstructions;

(j) Accumulate or permit any accumulation of rubbish, refuse or material.

(k) Carry out any car repairs or maintenance other than cleaning or polishing.

(l) Break, scratch, scrape or otherwise damage in any way any part of the premises.

(m) Smoke or allow to be smoked any cigarette, cigar, pipe or other device inside the premises.

(4) When the tenant leaves the premises, they must be left in the same condition, as nearly as possible, apart from reasonable wear and tear, as they were in on the start date, and the tenant for that purpose must:-

(a) Return all keys to the owner by close of business on the last day of the Lease Agreement;

(b) Polish all floors;

(c) Clean all sinks, hand basins, baths, shower recess and toilets;

(d) Remove all marks from walls caused by the tenant;

(e) Defrost and clean the refrigerator, turn off the power and leave the fridge door open;

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(f) Clean the stove inside and out, front and sides and top and bottom;

(g) Clean all venetian blinds;

(h) Clean all windows and doors internally and externally;

(i) Ensure that all lawns are mowed and the garden is in good order;

(j) Remove all garbage and rubbish from the premises;

(k) Remove all the tenant's goods; and

(l) Have the carpets professionally cleaned by a professional cleaning company, approved by the owner.

(m) Have the premises professionally fumigated, if consent has been granted under clause 18(3)(h) for any animal, bird or other pet to be kept on the premises.

19. PRIVACY

An owner of residential premises must not interfere with the reasonable peace, comfort and privacy of the tenant other than as specified in this agreement or permitted by law and must pay by the due date all rates and land taxes in respect of the premises.

20. RIGHT OF ENTRY

(1) The owner of the premises may enter the premises at any time without the tenant's permission if it is reasonably believed that:

(a) The tenant is ill or injured and is unable to give permission;

(b) A denial of immediate access is likely to result in damage to all or part of the premises;

(c) There is a risk to the tenant or another person present on the premises;

(d) Damage has occurred to the premises; or

(e) The premises have been abandoned.

(2) The owner of the premises may enter the premises on giving twenty four (24) hours' notice to the tenant for any of the following reasons:

(a) To meet commitments under this agreement;

(b) If it is reasonably suspected that the tenant has breached the agreement;

(c) To check that repairs have been properly carried out; and

(d) To carry out an inspection within one (1) month of the start date; and

(e) To carry out routine inspections once every three (3) months.

After giving the notice specified in sub-clause (2) the owner may enter the premises during any period the tenant agrees to or, if there is no agreement, between the hours of 8am and 6pm as specified by the owner.

(3) If a Notice to Vacate or Notice of Termination has been given, the owner of a residential premises may enter the premises without the approval of the tenant to show the premises to one prospective tenant only and any persons accompanying the prospective tenant:

(a) On not more than one occasion on any one day;

(b) On not more than 5 days in any one week;

(c) On the giving of at least forty eight (48) hours' notice in writing to the tenant;

(d) Between the hours of 8am and 6pm.

(4) If a Notice to Vacate or Notice of Termination has not been given, the owner of the premises may within twenty eight (28) days of the expiry of the agreement enter the premises without the tenant's approval to show the premises to one prospective tenant only and any persons accompanying the prospective tenant:

(a) On not more than one occasion on any one day;

(b) On not more than 5 days in any one week;

(c) On the giving of at least 48 hours' notice in writing to the tenant;

(d) Between the hours of 8am and 6pm.

(5) If the owner wishes to let the premises the owner may, with the prior written approval of the tenant, by notice to the public, invite prospective tenants to inspect the premises in the presence of the owner within the period specified in the tenant's approval.

(6) The owner of the premises may enter the premises without the tenant's approval to show the premises to one prospective purchaser only and any person's accompanying the prospective purchaser:

(a) On not more than one occasion on any one day;

(b) On not more than 5 days in any one week;

(c) On the giving of at least 48 hours' notice in writing to the tenant;

(d) Between the hours of 8am and 6pm.

(7) If the owner wishes to sell the premises the owner may, with the prior written approval of the tenant, by notice to the public, invite prospective purchasers to inspect the premises in the presence of the owner within the period specified in the tenant's approval.

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21. LOCKS AND SECURITY DEVICES

(1) The owner must install and maintain adequate locks and security devices to secure the premises.

(2) No party may add, alter or remove any lock or security device without the permission of the other party or a Court Order and a copy being given to the other party.

(3) The tenant may apply to a Magistrate for an order that the owner comply with either sub-section (1) or (2) of this clause.

22. TENANT'S LIABILITY FOR ACTION OF OTHERS

The tenant is liable for anything done by any person who is on the premises with the tenant's stated or implied permission.

23. RECORD OF RENT

The owner must keep a record of all rent received from the tenant for five (5) years after the agreement is terminated.

24. NOTIFICATION OF OWNER'S NAME AND ADDRESS

(1) The owner must by the start date notify the tenant in writing of the full name and address of the owner or any agent of the owner or if a corporation the name of a responsible officer and the address of the registered office.

(2) The owner must notify the tenant of any change to such a name and address.

25. TENANT'S BILLS

(1) The tenant must pay all charges to, for or on behalf of the tenant in respect of:

(a) gas,

(b) electric light and power,

(c) telephone calls, rental and installation on the premises,

(d) water consumption charges if the residential premises are equipped with a device that calculates the amount of water used at those premises; and

(e) all other charges levied by any competent authority providing services (other than water charges if the premises is not equipped with a device that calculates water used at those premises); and

(f) charges for reading meters and issuing accounts for gas or electricity used by the tenant.

(2) The tenant further acknowledges and agrees that the electricity supply to the property must remain connected until a vacating inspection occurs.

(3) The tenant must pay for any water consumption charge levied on an owner by a council for water consumed by the tenant and any other competent authority if permitted by the Act.

26. PARKING

The tenant must not use any part of the premises nor any part of any other property owned by the owner for the standing, storing or parking of the tenant's vehicle or vehicles unless an area is specifically set aside for that purpose, in which case the tenant must use only that area.

27. BODY CORPORATE RULES

The tenant must comply with any applicable By-Laws of any Body Corporate of the premises that are existing or introduced by it from time to time provided they do not conflict with the Act. The tenant acknowledges having received a copy of the Body Corporate By-Laws relating to the premises before entering into this agreement.

28. BREACH OF AGREEMENT

(1) If any party does not do something that has been agreed will be done (such as pay rent or do repairs) or does something prohibited by the agreement (such as damage the premises) the other party is entitled to:

(a) Terminate the agreement in accordance with the terms set out above and the Act, and also

(b) Payment of compensation for losses arising from the breach of agreement (such as rent until a substitute tenant is found, associated costs and advertising expenses); and also

(c) Be repaid any costs (such as Court fees, solicitors fees, service fees and so on) reasonably incurred in getting the compensation.

(2) The owner is:

(a) Obliged to take all reasonable measures to minimise any loss or damage to the premises;

(b) Obliged to take all reasonable measures to enter into a new residential tenancy agreement for the premises with another tenant as soon as possible after the early vacation or abandonment of the premises;

(c) Not entitled to be paid for any loss or damage that occurs because of the failure to take those measures.

(3) Subject to clause 28 (2) it is specifically agreed that if the tenant does not return the key by 2.00pm the day after the agreement ends, one days rent will be payable as compensation for that and one days rent will be payable for every day that the keys are not returned.

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29. NOTICE

(1) Any notice to be given under this agreement is sufficiently given:

(a) If left at the last known address of the party to whom it is directed;

(b) If posted to the last known address of the party to whom it is given; or

(c) If handed to the party to whom it is given.

(2) Any notice left or posted to an address shall be deemed to have been given on the second day after it has been posted or left.

30. SMOKE ALARMS

The tenant MUST:

(a) Test and clean the smoke alarms in the property every six months;

(b) Advise the Property Agent of the Owner if the alarm/s do not function as intended.

31. ADDITIONAL CLAUSES (If required)

(a) No smoking inside the property.

(b) Pets are not permitted at the property, including short term care.

(c) The tenant(s) agree that if their rent is not paid by the due date or where bond monies are insufficient to cover costs, the outstanding amounts may be lodged with a debt recovery agent and in such circumstances that the tenant will bear an account surcharge of 25% +GST to cover the agents costs. In addition the tenant(s) agree to bear all legal costs and disbursements incurred in the recovery of the debt.

(d) Tenant(s) are required at the end of their tenancy to engage a professional carpet cleaning company to steam clean all flooring throughout the property. An invoice for this must be provided to the Agent upon returning keys to the office.

(e) The tenant(s) understand and agree that during the term of their agreement the Property Manager will conduct routine inspections where they will take photographs both internally and externally at the property.

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Residential Tenancy Agreement Execution

IN WITNESS WHEREOF THE PARTIES TO THIS AGREEMENT HAVE SIGNED IT THIS DAY OF 22.08.22

Day/Month Year

SIGNED by the tenant ✕ _____ SIGN HERE

SIGNED by the owner _____

SIGNED by the Property Agent as agent for the owner _____

(NOTE: owner is not required to sign where the owner has appointed the agent to sign on behalf of the owner pursuant to Management Agreement or other Authority)

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RESULT OF SEARCH

RECORDER OF TITLES

Issued Pursuant to the Land Titles Act 1980

SEARCH OF TORRENS TITLE

VOLUME	FOLIO
79381	31
EDITION	DATE OF ISSUE
6	19-Dec-2017

SEARCH DATE : 07-Feb-2025
SEARCH TIME : 10.35 AM

DESCRIPTION OF LAND

City of CLARENCE
Lot 31 on Plan 79381 (formerly being P1646)
Derivation : Part of 4A-3R-35.4/10Ps. Sec. A1 Gtd. to The Director of Housing
Prior CT 2190/24

SCHEDULE 1

M668841 TRANSFER to AMANDA BARKOCZY Registered 19-Dec-2017 at 12.01 PM

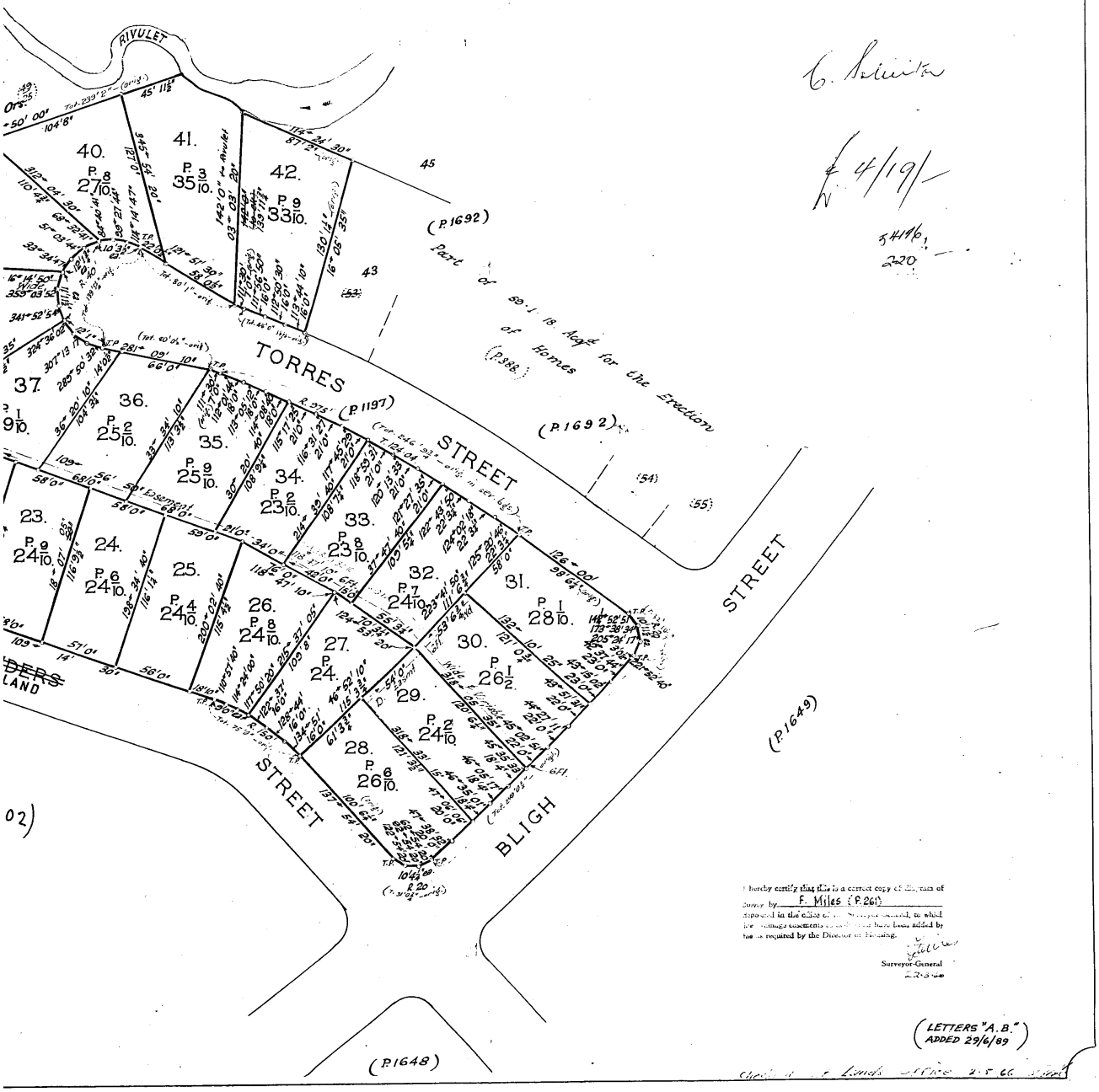
SCHEDULE 2

Reservations and conditions in the Crown Grant if any
EASEMENTS set forth in Order No. A247574

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

Program No. 337 — 9491d



The Common Seal of the Municipality of Clarence has been hereunto affixed in the presence of us this 11th day of April one thousand nine hundred and Sixty in pursuance of authorisation given at a meeting of the Commissioners held on the 7th day of April 1960

Chairman

Commissioner

Secretary

CITY OF CLARENCE

~~TOWN OF WARRANE~~

WARRANE SUBDIVISION

SCALE :- 50FT. TO AN INCH

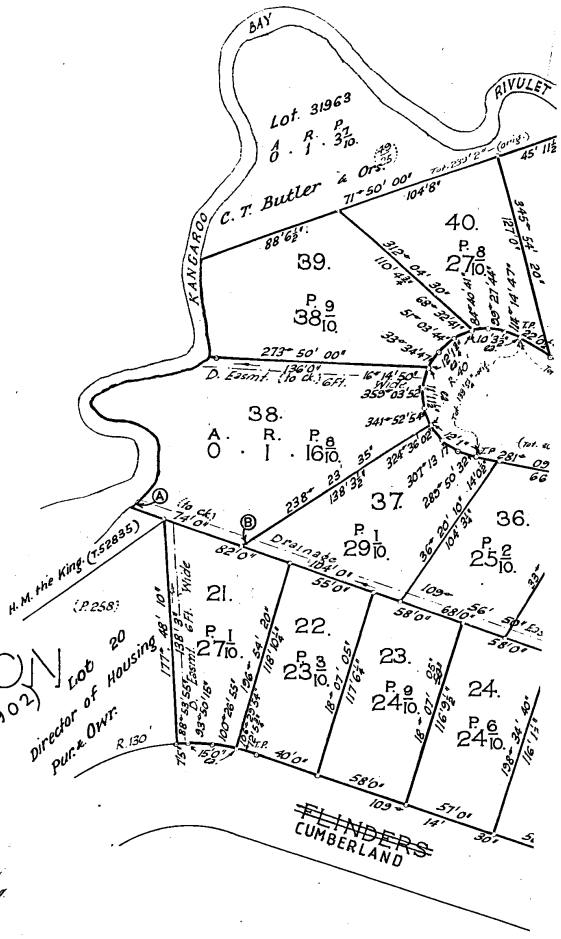
~~Part of 21.1.3, 22, 21/10 + 69.1.18. Acq. for Public Purposes of Homes~~

SEC. A1.

Part of Lots 15-12 inc. (41. 3R. 35 1/10 P) The Director of Housing Pur. & Ors. 247-36

Separate Titles Issued See FN's.

(SP 11902)



(SP 11902)

EXAMINED AS TO BOUNDARIES 2-5-66.

ENTERED ON CARD BY

REGISTERED NUMBER 79381

p1646 Prc No. 337

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

1. the 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 and will 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.

1 Agreement to sell and buy

(a) The Vendor agrees to sell, and the Purchaser agrees to buy, free from encumbrances, the Property and the Chattels.

2 Sale Price and Deposit

(a) The Sale Price is payable as follows:
  (i) the Deposit, to the Deposit Holder as stakeholder at the Deposit Payment Time; and
  (ii) the balance, either in cash or by a cheque drawn by a bank, on the Completion Date.

(b) The Vendor may require the Purchaser to pay the balance of the Sale Price by providing up to three cheques drawn by a bank made out to payees nominated by the Vendor, at no cost to the Vendor.

3 Completion

(a) The parties must complete this Contract on the Completion Date.

(b) On the Completion Date the Vendor must deliver to the Purchaser the documents of title to the Property and possession of the Chattels.

(c) On the Completion Date the Purchaser must:
  (i) pay all money payable on the Completion Date under this Contract;
  (ii) authorise release of the Deposit held by the Deposit Holder; and
  (iii) satisfy all the Purchaser's other obligations under this Contract due to be performed on or before the Completion Date.

(d) No later than two (2) Business Days prior to completion the Vendor must supply to the Purchaser all the information relating to the Vendor and to the Property required by the Purchaser for assessment and payment of duty on and registration of the transfer of the title to the Property and the Chattels (including without limitation a Transferor (Vendor) Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office).

(e) Notwithstanding any other term of this Contract the Purchaser will not be obliged to complete the Contract any earlier than two (2) Business Days after the date the information required in clause 3(d) is provided.

4 Conditions precedent to completion

(a) The party benefited by a condition precedent ("benefited party") must use all reasonable endeavours to satisfy the condition precedent within the period specified for that condition precedent ("specified period").

(b) The benefited party may:
  (i) within the specified period give notice to the other party the condition precedent has been satisfied or is waived; or
  (ii) if the condition has not been satisfied, give notice to that effect to the other party, and the benefited party may at that time also give notice terminating the Contract.

(c) If the benefited party does not give a notice under clause 4b)i) or does not terminate the Contract under clause 4b)ii), the other party may, after the specified period, terminate the Contract by notice to the benefited party.

(d) If this Contract is terminated under this clause 4 then each party:
  (i) is then released from their obligation to further perform the Contract;
  (ii) must authorise the Deposit Holder to return the Deposit paid to the Purchaser; and
  (iii) retains the rights they have against the other party because of a prior breach.

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5 Purchaser's Required Purpose

The term "legal restrictions burdening the Property" does not include:

(a) restrictions imposed by law at the Contract Date that no longer exist at the Completion Date,

(b) restrictions that are disclosed in the Particulars of Sale,

(c) restrictions applicable to use of all property in Tasmania, or

(d) the requirement for completion certificates,

but otherwise includes restriction by an easement, a covenant, a requirement or order of a statutory body, or a statutory planning agreement, planning scheme or planning permit or the requirement for an occupancy permit/certificate for any building on the Property which requires such a permit/certificate at the Contract Date.

6 Ownership and risk

(a) Ownership of the Property and the Chattels passes on completion.

(b) Risk of accidental damage in the Property and the Chattels passes as at the earlier of:

(i) the date of possession; and

(ii) the date of completion.

7 Removal of goods

(a) Before completion the Vendor must remove from the Property all items not included in the sale.

(b) The Vendor cannot claim from the Purchaser for items left on the Property for more than seven (7) days after written notice from the Purchaser to the Vendor to remove them. That notice will not be effective if served before completion.

(c) The Vendor must indemnify the Purchaser against all claims made against the Purchaser about items not included in the sale, but left on the Property after completion.

8 Easements and covenants

Except as the Contract otherwise provides, the Purchaser accepts the Property:

(a) together with all easements and covenants benefiting it, and

(b) subject to all easements and covenants that are:

(i) registered,

(ii) apparent from an inspection of the Property, or

(iii) disclosed in this Contract, and

(c) the Purchaser can not object to any of the above easements or covenants.

9 Title warranties

The Vendor warrants to the Purchaser that, at completion:

(a) the Vendor will provide a good marketable documentary title to the Property;

(b) the title to the Chattels will not be encumbered in any way;

(c) the Chattels and the Property will either be the Vendor's absolute property, or the Vendor will have the power to require a transfer of the title to the Purchaser; and

(d) the Property will be free from charges payable to any authority for anything that has occurred before the Contract Date.

10 Other warranties

(a) The Vendor warrants to the Purchaser that, at completion the Property and the Chattels will be at least as clean, tidy and in good repair as when last inspected by the Purchaser prior to this Contract.

(b) Except as otherwise agreed in the Contract or as required by law, the Property is sold "As Is/ Where Is" and, the Vendor makes no legally binding warranty, description, or representation of any kind as to:

(i) the physical nature of the Property; or

(ii) the Property having any permits or certificates of completion or occupancy.

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11 Taxation

11.1 Goods and Services Tax (GST)

(a) If the sale is not a taxable supply, the Vendor warrants:
  (i) the supply is not in the course or furtherance of an enterprise carried on by the Vendor; or
  (ii) the Vendor is neither registered, nor required to be registered, for GST; or
  (iii) the supply is of residential premises and not new residential premises.

(b) If the Margin Scheme applies, the Vendor warrants that the Vendor did not acquire the Property through a supply that was ineligible for the margin scheme.

(c) If GST-free Going Concern concession applies:
  (i) the Purchaser warrants that the Purchaser will be and remain registered for, GST at completion; and
  (ii) the Vendor warrants that the Vendor will be and remain registered for, GST at completion and will carry on the going concern enterprise until completion.

(d) If GST-free Farm Land concession is applies:
  (i) the Purchaser warrants that the Purchaser will be, and remain registered for, GST at completion; and
  (ii) the Vendor warrants that the Vendor will be, and remain registered for, GST at completion; and
  (iii) the Vendor warrants that the Property is land on which a farming business has been carried on for at least the period of 5 years preceding completion; and
  (iv) the Purchaser warrants that the Purchaser intends that a farming business be carried on, on the land.

(e) If the above clauses do not apply and the Sale Price is plus GST:
  (i) the Purchaser must, in addition to the Sale Price, also pay to the Vendor the amount of any GST payable by the Vendor at the same time and in the same manner as the Sale Price; and
  (ii) the Vendor must give the Purchaser a valid tax invoice; and
  (iii) the Purchaser is not required to pay to the Vendor any GST until the Vendor gives the Purchaser a valid tax invoice.

(f) If the above clauses do not apply and the Sale Price includes GST, the Vendor must at completion give the Purchaser a valid tax invoice for the amount of any GST payable by the Vendor.

(g) If the parties have not specified in the particulars whether the Sale Price is plus GST or includes GST:
  (i) the Sale Price includes GST if the supply is not a taxable supply or is an input taxed supply of residential property; and
  (ii) the Sale Price is plus GST in any other circumstance and clause 11.1e) applies.

(h) Any reimbursement or contribution for a liability or outgoing incurred by the other party is net of any input tax credit to which the other party is entitled and the other party will give the reimbursing or contributing party an invoice or valid tax invoice (as applicable).

(i) If an adjustment event occurs in relation to a taxable supply under this Contract, the supplier must issue an adjustment note within five (5) Business Days and the recipient must make any payment in consequence of that adjustment event within five (5) Business Days of receipt of that adjustment note.

11.2 Goods and Services Tax (GST) Withholding

(a) If GST withholding is not required, the Purchaser is not required to make a payment to the Commissioner.

(b) If GST withholding is required:
  (i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner as required for GST withholding;
  (ii) the Purchaser must lodge with the Commissioner the approved forms; and
  (iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the GST withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and
  (iv) the Vendor must deliver to the Commissioner that cheque and GST payment advice as soon as practicable.

(c) If the Property is potential residential land and the Purchaser is acquiring with a creditable purpose, the Purchaser gives notice to the Vendor that the Purchaser will be and remain registered for GST at completion and is acquiring the Property for a wholly creditable purpose.

(d) If the Sale is only partly subject to GST Withholding, the Vendor may give to the Purchaser at least three (3) Business Days prior to the to Completion Date a notice specifying the reduced amount that the Purchaser must pay to the Commissioner.

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(e) If no GST Withholding Treatment is indicated, the Vendor must give written notice of the GST Withholding Treatment to the Purchaser required by law at least three (3) Business Days prior to the Completion Date or at such earlier time as payment to the Commissioner is required.

(f) Where the Vendor or the Purchaser provides written notice required by law that is separate from this Contract, the party providing that notice warrants that the contents of that notification is accurate.

(g) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.

(h) This Contract is written notice pursuant to, and subject to, section 14-250 or section 14-255, Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.3 Capital Gains Tax (CGT) Withholding

(a) The Purchaser is not required to withhold and make a payment to the Commissioner on account of possible income tax payable by the Vendor:

(i) if the transfer is exempt under a legislative instrument in force at completion;

(ii) if the transaction is excluded under the provisions in force at completion; or

(iii) in respect of a Vendor, if that Vendor gives the Purchaser a clearance certificate which is in force at completion.

(b) If the Purchaser is required to withhold and make payment to the Commissioner:

(i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner;

(ii) the Purchaser must lodge with the Commissioner the approved forms;

(iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the CGT withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and

(iv) the Vendor must deliver to the Commissioner that cheque and CGT withholding payment advice as soon as practicable.

(c) If the Vendor gives the Purchaser at least three (3) Business Days prior to the Completion Date:

(i) a clearance certificate, the Purchaser must not withhold or

(ii) a certificate of varied amount to withhold, the Purchaser must withhold and pay to the Commissioner that varied amount.

(d) If a certificate of varied amount to withhold is conditional, the Vendor warrants to the Purchaser that at completion those conditions are satisfied.

(e) Where there are multiple vendors or multiple purchasers, each Vendor and each Purchaser will use best endeavours to determine the amount the Purchaser is to pay to the Commissioner.

(f) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.

(g) This Contract is subject to section 14-200 to section 14-235 (inclusive) of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.4 General

(a) Where the Purchaser is required to make a payment to the Commissioner under the law, the balance of the Sale Price payable by the Purchaser to the Vendor is reduced by the amount of those payments to the Commissioner.

(b) Where there are multiple Purchasers, each purchaser will in accordance with that Purchaser's interest on title draw a separate cheque drawn by a bank for the amount to be paid to the Commissioner.

(c) Where one party makes a warranty to the other party under this clause, that party also indemnifies the other party for all liability, costs and expenses that result from the breach of that warranty.

(d) If the Purchaser makes a nomination pursuant to clause 13 of this Contract the nominee must comply with the Purchaser's obligations under this clause.

(e) A word defined or used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Taxation Administration Act 1953* (Cth) has that meaning when used in this clause.

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12 Payment and apportionment of charges

(a) The Vendor must pay all land tax, rates, contributions to any body corporate related to the Property, charges and assessments charged, or to be charged, against the Property ("the Charges") for the period ending on the 30th of June after completion ("the Adjustment Period").

(b) The Charges for the Adjustment Period must be apportioned as at the earlier of:

(i) the date of possession; and

(ii) the date of completion.

(c) Any rebate, indemnity or concession available to the Vendor must be ignored when calculating the Charges, unless the rebate, indemnity or concession reduces a Charge to zero, in which case there must be no apportionment of that Charge.

(d) Land tax must be apportioned as if the Property were the Vendor's only Tasmanian land.

(e) Unless the Purchaser is a foreign person as defined in the *Land Tax Act 2000* (Tas), land tax must be apportioned as if the Vendor is not such a foreign person.

(f) If the Property is not separately assessed for land tax, then for the purposes of apportioning land tax as between the Vendor and the Purchaser the amount of land tax to be apportioned is to be determined on an area basis using the single rate of land tax payable on the land the subject of the Property Identifier Number of which the Property forms part.

13 Nominee

(a) The Purchaser may nominate, in writing, other persons or corporations to complete this Contract. The Purchaser must provide the Vendor with a copy of any nomination made under this Contract.

(b) The Purchaser remains personally liable to the Vendor to perform all the Purchaser's obligations under this Contract regardless of any nomination.

14 Requisitions

The Vendor must answer the Purchaser's valid questions about the Vendor's ownership rights and contract obligations, including the "Law Society of Tasmania Standard Property Questions (2023)".

15 Joint and several liability

Each person or corporation named as comprising a party to this Contract is liable both jointly and severally.

16 Rights after completion

After completion:

(a) clause 9 continues to apply;

(b) the Purchaser retains the benefit of title warranties to the Chattels, the Vendor's Warranty in the Particulars of Sale and the Vendor's obligations in clause 7(a); and

(c) each party retains the benefit of all provisions requiring or contemplating that the other party must do something after completion.

17 Boundary fences

(a) The Purchaser cannot require the Vendor to contribute to the cost of erecting or repairing a dividing fence or wall between the Property and any adjoining land and owned by the vendor.

(b) The Purchaser indemnifies the Vendor against all claims of that kind.

18 Notices

(a) Unless this contract otherwise requires, a party may serve notices in other ways but a notice given by one party to the other is properly given if:

(i) signed by any one or more persons or companies constituting the party giving the notice, or their solicitor or conveyancer, and

(ii) given to the receiving party or their solicitor or conveyancer, either

(1) personally; or

(2) by post to, or left at, the receiving party's address shown on this Contract; or

(3) by post to, or left at, the office of the receiving party's solicitor or conveyancer; or

(4) by email sent to an email address the recipient has, in the course of this transaction, nominated, acknowledged or used.

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(b) A notice is properly given if given to any one or more of the persons or companies constituting the receiving party for all of them.

(c) A notice is taken to be received:

(i) if hand delivered, on delivery;

(ii) if sent by prepaid post, five days after the date of posting;

(iii) if sent by email, when the email becomes capable of being retrieved by the recipient at an electronic address nominated, acknowledged or used by the recipient.

19 Time

In this Contract:

(a) when a period dated or calculated from a given day, act, or event, is prescribed or allowed for any purpose, that period excludes that day, or the day of that act or event, as the case may be;

(b) time extends until the next Business Day if the time for doing something falls on a day other than a Business Day;

(c) a "Business Day" is a day other than a Saturday, Sunday, or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) applicable to an area in which any part of the Property is located; and

(d) only Business Days are counted for periods shorter than seven (7) days specified in this Contract.

20 Default

(a) After the Completion Date, a party may, by fourteen (14) days notice to the other, make the time for completion essential so that failure to complete will constitute a fundamental breach of this Contract justifying termination.

(b) If the Purchaser fails to complete the Contract in accordance with its terms then, unless the failure is due to the Vendor's wilful default, on termination of the Contract:

(i) the deposit is forfeited to the Vendor; and

(ii) in addition to any other remedies available:

(1) the Vendor may resell the Property and the Chattels in any manner and on any terms the Vendor chooses;

(2) the Vendor may claim any loss on resale from the Purchaser as liquidated damages; and

(3) any profit on resale will belong to the Vendor.

21 Cooling Off

If the Particulars of Sale provides that the cooling off period applies, the Purchaser may terminate this Contract, by serving on the Vendor notice of termination within three (3) Business Days of when this Contract is made, and then:

(a) the obligations of the parties to complete ends; and

(b) the Purchaser will be entitled to the return of any deposit paid but neither party will be otherwise entitled to any compensation.

22 Execution

(a) The parties consent to the execution of the Contract by the use of digital signature or a visual representation of a person’s handwritten signature or mark by electronic or mechanical means (“Electronic Signature”).

(b) Where the Contract is electronically signed by or on behalf of a party the party warrants and agrees that the Electronic Signature is conclusive as to the identity of the person signing and their intention to be bound by the Electronic Signature.

(c) Each party consents to the exchange of counterparts of this Contract by delivery by email or such other electronic means as may be agreed in writing.

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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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