

Standard Form Contract for Sale of Real Estate in Tasmania

The Particulars of Sale (2018)

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The Standard Form Contract for Sale of Real Estate in Tasmania (2018) as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania is made up of two parts:

1. these agreed variables and non-standard clauses, known as “the Particulars of Sale (2018)”; and
2. the standard clauses known as “the Standard Conditions of Sale (2018)”.

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection, or other issues.

The Particulars of Sale may vary the Standard Form Contract. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

WORDS	DEFINITION
Contract Date	The day of20.....
Vendor <i>(The seller of the Property)</i>	<i>Name:</i> MOJO ENTERPRISES (TAS) PTY LTD <i>Address:</i> 3/156 Elphin Road, <i>Suburb:</i> NEWSTEAD <i>State:</i> Tasmania <i>Postcode:</i> 7250 <i>Phone:</i> <i>Email:</i> <i>ABN:</i>
Vendor's Solicitor or Conveyancer	<i>Firm:</i> Archer Bushby <i>Person:</i> Kate Alcorso <i>Address:</i> 63 Charles Street, Launceston in Tasmania
Purchaser <i>(The buyer of the Property)</i>	<i>Name:</i> <i>Address:</i> <i>Suburb:</i> <i>State:</i> <i>Postcode:</i> <i>Phone:</i> <i>Email:</i> <i>ABN:</i>
Purchaser's	<i>Firm:</i> <i>Person:</i>

WORDS	DEFINITION
Solicitor or Conveyancer	Address:
Property (If part only, accurately describe part)	The Vendor's property at: <i>(insert address)</i> lot 5 Effra Court, Perth in Tasmania Property Identifier Number: 3564071 As described by Title Reference(s): 174377/5
Chattels	Dishlex dishwasher; Westinghouse electric cooktop, oven and rangehood; Clothesline; Daiken heatpump, tv antenna; fixed and fitted floor coverings, light fixtures and fittings, blinds.
Sale Price (See Standard Condition 2)	(in words) Four hundred and sixty thousand dollars (in figures) \$460,000.00
Chattels Value	The part of the Sale Price attributable to the Chattels is: (in words)dollars (in figures) \$......
Deposit (See Standard Condition 2)	(in words) Forty six thousand dollars (in figures) \$46,000.00
Deposit Holder (See Standard Condition 2)	(Insert name of person or organisation that will hold the Deposit) The Vendor
Deposit Payment Time (See Standard Condition 2)	Either <input checked="" type="checkbox"/> On the Contract Date or <input type="checkbox"/> Other date – (specify):
GST Treatment (See Standard Condition 10)	Mark a box to indicate the GST Treatment. Either <input type="checkbox"/> The sale is not a taxable supply or <input checked="" type="checkbox"/> Margin Scheme - The sale is a taxable supply, the Sale Price includes GST and the Margin Scheme applies or <input type="checkbox"/> The sale is a GST-free supply according to the special clause added or <input type="checkbox"/> The sale is a taxable supply and GST is included in the Sale Price according to the special clause added or <input type="checkbox"/> The sale is a taxable supply and GST is added to the Sale Price according to the special clause added

WORDS	DEFINITION
GST Withholding Treatment (See Standard Condition 11)	<p>Mark a box to indicate the GST Withholding Treatment</p> <p>Either GST Withholding not required because:</p> <p style="padding-left: 100px;"><input type="checkbox"/> Sale is not a taxable supply</p> <p style="padding-left: 100px;"><input type="checkbox"/> Sale is GST-free</p> <p style="padding-left: 100px;"><input type="checkbox"/> Sale not new residential premises or potential residential land</p> <p style="padding-left: 100px;"><input type="checkbox"/> Property is potential residential land and Purchaser is registered with creditable purpose</p> <p>or GST Withholding required and:</p> <p style="padding-left: 100px;"><input checked="" type="checkbox"/> Property entirely new residential premises and/or potential residential land</p> <p style="padding-left: 100px;"><input type="checkbox"/> Property not entirely new residential premises and/or potential residential land</p>
Completion Date (See Standard Condition 3)	<p>Either The day of20.....</p> <p>or <input checked="" type="checkbox"/> Another date 21 days from the date of satisfaction of special clause 1</p>
Availability (See Standard Condition 3.b))	<p>On the Completion Date, the Vendor must make available to the Purchaser:</p> <p>Either <input checked="" type="checkbox"/> Vacant possession of the Property</p> <p>or <input type="checkbox"/> The right to receive rents and profits of the Property</p> <p>or <input type="checkbox"/> Otherwise (<i>specify</i>): </p>
Purchaser's Required Use (See Standard Condition 4a)	<p>Either <input checked="" type="checkbox"/> Residential</p> <p>or <input type="checkbox"/> Other (<i>specify</i>): </p> <p>or <input type="checkbox"/> The Purchaser does not require any specified required use</p>
Vendor Warranty (See Standard Condition 9)	<p>The Standard Condition 9 exclusion of warranties applies:</p> <p>Either <input checked="" type="checkbox"/> without qualification</p>

WORDS	DEFINITION
	<p>or <input type="checkbox"/> except to the extent modified by any selection below:</p> <p><input type="checkbox"/> The Vendor warrants to best of the Vendor's knowledge, there are no outstanding completion or occupancy certificates, statutory orders or permit conditions on the Property</p> <p><input type="checkbox"/> The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate</p>
Cooling Off (See Standard Condition 19)	<p>The Purchaser:</p> <p>Either <input checked="" type="checkbox"/> Waives</p> <p>or <input type="checkbox"/> Confirms reliance on the Cooling Off provision in Standard Condition 19 of the Standard Conditions of Sale</p>

SPECIAL CLAUSES

Use Special Clauses to vary or add to 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.</i>
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It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Finance Period, the Financier makes available to the Purchaser a loan of the Finance Amount, on terms currently available in transactions of a similar nature.

The Purchaser is the party benefited by this condition precedent.

Finance Amount	(Insert amount) Sufficient funds to complete
Financier	(Insert name) A financial institution
Finance Period	(Complete) Until the day of20..... or/ (insert number) 21 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 relevant provision/s to apply.</i>
Purchaser's Property	(Insert address)

- ~~**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	<p>Either <input type="checkbox"/> Not applicable</p> <p>or By the day of20.../ or within.....days from.....</p>
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Maximum Asking Price	(Insert amount) \$.....
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- **Subject to Completion:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that a sale of the Purchaser's Property is completed on or before the nominated Deadline for Settlement of Sale.

Deadline for Settlement of Sale	Either <input type="checkbox"/> Not applicable or The day of 20.../ or within days from.....
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Inspection Clause	<i>If this Contract is subject to a building inspection, complete all relevant details below.</i>
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The Purchaser may have reasonable access to the Property during the Building Inspection Period to inspect buildings and other improvements on the property personally or by agents, at the Purchaser's cost. If, strictly within the Building Inspection Period, the Purchaser serves on the Vendor:

- a copy of a report, by a building inspector holding professional indemnity cover for that work or a licensed Building Services Provider under the *Occupational Licensing Act 2005* (Tas), both:
 - specifying one or more defects in buildings and other improvements on the Property; and
 - certifying such defects are likely to cost more to remedy than the Defect Limit;
- notice that the Purchaser terminates this Contract in response to that report;

then the parties' obligations under this Contract end and the Purchaser is entitled to a refund of the Deposit, but neither party is otherwise entitled to compensation.

Building Inspection Period	(Complete) until the day of 20.... or (Insert number of days) 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>
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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.....

Additional Special Clauses are annexed ☒

(Complete if there are attachments) The attached 19 annexure page(s) are part of this Contract.

Cautionary Notes:

Subject to these Particulars of Sale, the Standard Conditions of Sale:

- allow the Purchaser to terminate without penalty within a cooling off period; and
- provide for sale as is/where is, without promises about physical condition, permits or certificates.

Take legal and other relevant advice as soon as possible.


This Contract creates critical timeframes.


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

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


By signature the parties confirm:


- they have read these Particulars of Sale and the Standard Conditions of Sale 2018,
- their intention to be bound by this Contract for the sale of real estate, and
- they had the opportunity to take necessary advice before signing the Particulars of Sale.

Vendor Signature 

in the presence of: *Witness Signature* 

Name, Address, Occupation of Witness.....
.....

Purchaser Signature 

in the presence of: *Witness Signature* 

Name, Address, Occupation of Witness.....
.....

Annexed special conditions

Special Clause 1 – Subject to completion of dwelling

1.1 The Vendor will construct a residential dwelling on the Property:

- (a) in accordance with the Plans and Specifications (annexed hereto and marked A);
- (b) in accordance with any deviations agreed between the parties to the above mentioned Plans and Specification;
- (c) in a good and workman like manner.

The issue of a certificate of completion for the building and plumbing works undertaken in accordance with the Plans and Specifications will be sufficient evidence that the Vendor has complied with its obligations under this clause.

1.2 Completion of this Contract is subject to and conditional upon the Vendor obtaining, and providing to the Purchaser within 8 months of the date of satisfaction of special clause 2, a copy of:

- (a) a certificate of completion in relation to any plumbing work that has been done at the Property;
- (b) a certificate of completion for building works in relation to all improvements at the Property; and
- (c) a certificate of occupancy for the residential dwelling.

Special Clause 2 – Successful completion of purchase

2.1 The Vendor discloses, and the Purchaser confirms receipt of disclosure, that the Vendor is not currently the registered proprietor of the Property pending successful completion of the purchase of the Property by the Vendor.

2.2 It is a condition precedent to the Vendor's obligation to complete this contract that Vendor successfully completes the purchase of the Property within 60 days from the 6th July 2018.

2.3 The Vendor may determine not to proceed to purchase the Property or to end the contract to purchase the Property from Jettstar Super Fund Pty Ltd for any reason, in their absolute discretion, in which case this contract will be at an end.

Special Clause 3 – Interest

3.1 If the Purchaser breaches this Contract by failing to settle the sale on the Completion Date, and the Vendor agrees to allow the Purchaser additional time to complete this matter, then the Purchaser must pay to the Vendor:

- (a) Interest; and
- (b) the Vendor's reasonable legal costs of the delay;

from the Completion Date until either:-

- (a) the date of actual completion; or
- (b) this Contract is effectively terminated by either party or by law.

- 3.2 Interest under this Clause accrues daily, at the rate of ten (10) percent per annum, on all money that should have been paid by the Purchaser on the Completion Date, but that has not been either received by, or applied for the exclusive benefit of the Vendor.
- 3.3 Payment of interest and the Vendor's reasonable legal costs of the delay upon completion of this Contract is a condition precedent to the Vendor's obligation to complete.

The Vendor's right to recover interest under this Clause is intended;

- (a) to survive the termination of other contractual obligations between the parties under this Contract;
 - (b) to be in addition to;
 - (i) any right to forfeit the Deposit;
 - (ii) any other rights, powers or remedies which the Vendor may have at law or in equity.
- 3.4 No interest is payable under this clause if the Purchaser's failure to complete is caused by the Vendor's wilful default.

Special Clause 4 – Accept boundaries

- 4.1 The Purchaser admits the identity of the Property with that described herein
- 4.2 The Purchaser is not entitled to require the Vendor to explain or reconcile differences or discrepancies in the description of the Property or in names, dimensions, areas or boundaries that affect or describe the Property and further will not have claim in respect to the same.

“A”

BUILDING SPECIFICATION

FOR

Lot 5, Effra Crt, PERTH 7300

BETWEEN

Mojo Ent 1
(the Home Owner)

&

Mojo Enterprises (Tas) Pty Ltd
(the Builder)

BUILDERS LICENSE NO CC154D

ITEM	DESCRIPTION	INITIAL ALTERATIONS
HOME OWNER	: <u>Mojo Ent 1</u>	
SITE ADDRESS	: <u>Lot 5 Effra Court, PERTH 7300</u>	
COUNCIL	: <u>Northern Midlands Council.</u>	

PLEASE READ CAREFULLY BEFORE COMPLETING THE SPECIFICATION**INTERPRETATION AND USE OF SPECIFICATION**

- a) This specification forms part of the contract for the proposed work when signed and initialed by both parties.
- b) Where multiple choices are available, only one choice is permitted. If choice/s is/are not clarified by the Home Owner at the time of signing the choice/s is/are to be at the Builder's sole discretion.
- c) Any items not clearly defined in the plans, this specification and the standard inclusions are to be selected within the range as determined by the Builder as allowable for this style of building.
- d) The Home Owner acknowledges that the Builder [Mojo Enterprises (Tas) Pty Ltd the Builder] is the independent owner and operator of a GJ Gardner Homes franchise and agrees this building contract is exclusively between the Home Owner and the Builder [Mojo Enterprises (Tas) Pty Ltd the Builder].

1. GENERAL

- a) Unless otherwise specified, the works shall be constructed in accordance with the Australian Building Code (as amended), and all other relevant Local, State and Federal Authorities, and other statutory body's requirements.
- b) Unless otherwise specified, the Home Owner is responsible to provide a house site clear of any obstructions to building including removal of long grass, shrubs and trees where necessary.
- c) It is acknowledged by the Home Owner that it is their sole responsibility to peg the four corners of the dwelling before and after site works commence. The Builder takes no responsibility whatsoever for the wrong positioning of the dwelling on the block.
- d) The Home Owner acknowledges that it is their responsibility to provide all weather access suitable to allow vehicles and machinery, as normally used in the building industry, to drive in and out of the property.
- e) Unless otherwise specified, the contract price allows that town water supply will be available from an existing main of the Local Authority prior to commencement of construction. Where no such water or supply exists, the Home Owner is to arrange at their expense, a temporary fresh water supply for building purposes by means satisfactory to Builder, and to be available prior to commencement of construction.
- f) Unless otherwise specified, the contract price allows that town gas supply will be available from an existing main of the Local Authority prior to competition of construction. Where no such gas supply exists, the Home Owner is to arrange at their expense, approved gas tank/s prior to completion of construction.

Purchaser's Initials

Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- g) This contract allows for 240 Volt single phase power being available prior to and during the construction of the dwelling. Where no such power is available the Home Owner is to arrange temporary power to the satisfaction of Builder at the Home Owner's expense.

2. LOCAL AUTHORITY

- a) Structural design of the home is as per the Local, State or other Authority, or Statutory body's requirements.
- b) Complying with statutory obligations and any notices and obtaining relevant approvals is the responsibility of Builder.
- c) The Builder and the Home Owner acknowledge that notwithstanding proper requests by the Builder the Local Authority does not on all occasions carry out final inspections in relation to the works. The Home Owner further acknowledges and irrevocable agrees that they will not make any objection to the lack of provision of a final inspection report subsequent to practical completion and further will not withhold or cause to be withheld any progress payments due to the Builder, either directly or through their financier that are due to be paid to the Builder on practical completion of the works.
The Home Owner acknowledges and agrees that should their financier refuse to advance all or any funds until the provision of a final inspection report from the Local, State or other Authority which may not be available, the Builder will at the Home Owners cost obtain a final inspection report suitable to the financier from a qualified Engineer or a licensed Builder.
- d) Unless otherwise specified, all building fees are paid for by the Builder. Any Bonds called for or development application fees requested by any Local or Other Authority or statutory body are to be arranged and paid for by the Home Owner.
- e) It is the responsibility of the Home Owner to obtain any necessary building consents from relevant developer or land corporation where a covenant applies.
- f) An Engineer's soil report, footing and slab designs if required are to be provided by the Builder.
- g) Should this Contract not proceed for any reason whatsoever all moneys expended by the Builder on Local Authority fees, obtaining soil reports and footing and slab designs, engineers fees, drafting and an administration fee of \$250.00 for the costs of preparation of contracts and plans shall be deducted forthwith from any deposit paid by the Home Owner. If the deposit paid by the Home Owner is insufficient to cover such costs then the Home Owner shall pay such extra costs to the Builder within fourteen days after receiving notification that the same are due and payable.
- h) The colour selection must be completed before construction can commence. The colour selection should be completed before local authority, city, or finance approval has been received to enable the Home Owner's home to be built within the construction period stated in this contract. This colour selection does not form part of this contract and any item at a cost above standard allowance will be charged as an extra.
- i) Any valuations required by the lending body (other than final inspection) are to be the responsibility of the Home Owner to organize.
- j) The Builder takes no responsibility for any colour variation in the roof tile, brick, ceramic wall and floor tile, stucco, paint, between those shown in displays or brochures to those delivered by the manufacturer. These products may vary slightly

 Purchaser's Initials

 Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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in colour from time to time and any discrepancy is the responsibility of the manufacturer.

- k) The electrical plan is to be completed and returned to this office within seven days from the date the Home Owner signs the contract, failing which the standard electrical plan will apply.
- l) The Home Owner and the Builder hereby agree that any extension of time claimed for practical completion due to wet or inclement weather shall be based on notification pursuant the Contract and shall be claimed as per the logged days by the nearest post office or weather bureau.
- m) The Home Owner acknowledges that it is their responsibility to pay a deposit to the gas and or electrical authority to connect power and/or gas. Any delay by the electrical and or gas authority in connecting power shall not on its own delay practical completion or final payment to the Builder.
- n) Where due to soil conditions, Local, State or Other Authority requirements, pump out tanks, submersible pumps and irrigation systems are required over and above the normal septic system, the Home Owner agrees to bear the costs thereof and proceed by way of variation pursuant to the Contract.
- o) The Builder reserves the right to charge a \$250.00 fee for each variation requested by the Home Owner subsequent to signing of the contract. Variations are deemed to be changes, additions, deletions and alterations to contract, color selection, allowances or prior variation. Each variation will add one week to the contract time.
- p) The Builder accepts no responsibility to contact the owners of adjoining properties in relation to fencing. It is the Home Owners responsibility to contact the adjoining neighbors to arrange rebates. Should the Home Owner not arrange rebates, the Builder will install the fence(s) as per the contract at the Builder's discretion.
- q) The Home Owner acknowledges that they have not relied upon any representations made by the Builder, its agents, employees or workmen in entering into this contract other than those representations as are included in and form part of this contract.
- r) This contract has no allowance for termite treatment and any deviation from this will be at the Home Owners cost.
- s) Provisional cost, prime sum, to the value of items, or allowances in this contract will be adjusted with a margin of 20% for recovery of profit and administration as per the building contract. Adjustments will be made on receipt of final invoice and credited off the final progress claim. These allowances are non-transferable and will be subject to a 5% retention if deleted.

3. EXCAVATION

- a) The Home Owner acknowledges that after breaking the surface of the ground, if variations are required by Local, State or Other Authority, Engineers or due to the nature of site access or due to extra excavations or footings required if rock or other obstacles are encountered, then the Builder will notify the Home Owner as provided for in the contract and the cost of such variation together with a reasonable allowance for overheads and profits shall be adjusted against the contract sum.

4. SITE WORKS

- a) Site Works builder has allowed for a equal cut and fill with compaction.

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Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- b) Demolition of Existing Structure is not applicable.
- c) Excess soil from excavation to be removed from site by builder.
- d) All trees and plant material removal is not required for this site. Grass to be mown to a acceptable height prior to site start.
- e) Foundation and Slab design allowed for is dependent on a "H" class site.
- f) Site clean up and removal of all construction debris including the stock piled soil is the responsibility of the Builder.
- g) House Clean a builders clean is to be completed by the Builder prior to handover.

5. SLAB

- a) Main Slab Concrete is as per engineering requirements. Alfresco/Porch slabs may be poured as a separate slab to suit the Builder.
- b) Main Slab steel is as per engineering requirements.
- c) Main Slab thickness is as per engineering requirements.

6. FRAMING

- a) Ceiling heights unless otherwise shown on the plans are 2.4 meters ceilings.
- b) External wall framing is factory prefabricated 90 x 35 pine framing MPG10.
- c) Internal wall framing is factory prefabricated 90 x 35 mm Pine Framing MPG10.
- d) Roof framing is factory prefabricated timber trusses.

7. ROOFING

- a) Roofing is colourbond steel.
- b) Roof pitch is 22.5 degrees
- c) Gutters are 150 mm colourbond quad.
- d) Down Pipes are 90mm PVC.

8. WINDOWS & DOORS

- a) Window and door frames are powder coated aluminium.
- b) Windows and external sliding door glass is clear glass, double glazed with awning windows.
- c) Obscure Glass to bathroom, toilet and ensuite windows.
- d) Insect Screens are included to all opening windows and external sliding doors.
- e) Security Screens are not included.

9. EXTERNAL FINISHES

- a) External walls are to be face brick from the Express range of bricks.
- b) External ceilings are to be 4.5 mm cement sheeted with joining strips or similar.
- c) Soffits are to be Hardies 4.5 mm cement sheeting.
- d) Stacked Stone is not included.
- e) Render Finish is not included.

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Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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10. INTERNAL LININGS

- a) Internal walls are to be lined with 10 mm plaster board.
- b) Internal Wall Finish is to be 10mm plaster board to level 4 finish.
- c) Cornice is to be 75mm coved.
- d) Internal ceilings are to be 10mm plaster board to level 4 finish.
- e) Garage walls and ceilings are to be 10 mm plaster board to level 4 finish.

11. DOORS EXTERNAL

- a) Front entrance door is to be a Corinthian Madison PMAD 101 translucent glass.
- b) Front door lock set is a Lane Touch Plus Westminster entrance lockset.
- c) Laundry door is to be a sliding glass door.
- d) Garage Door is to be a Corinthian Solicore door.
- e) Other external door locks are Lane Touch plus Westminster entrance lockset.
- f) External Door Frames are to be powder coated aluminium with timber to roll-a-door jambs.
- g) Garage Roll-a-Door is a 2.1x 4.8 auto opening Pinch Free sectional panel lift.

12. DOORS INTERNAL

- a) Internal doors are to be Corinthian hollow core flush panel.
- b) Internal door frames are to be pre hung finger jointed pine.
- c) Internal door handles are to be Lane Westminster, privacy locks to toilets, bathroom and ensuite.
- d) Robe door handles are to be Lane robe knobs.
- e) Internal door between garage and house is to match other internal doors.
- f) The door between the garage and the living area is fitted with a passage set.

13. INTERIOR TRIM

- a) Skirting's to be 67x18mm painted pencil round MDF.
- b) Door architraves to be 67x18mm painted pencil round MDF.
- c) Window architrave to be 67x18mm painted pencil round MDF.

14. CUPBOARDS & ROBES

- a) Walk in robe/s as shown on the plan, melamine shelf & hanging rail with 2 x shelving tower.
- b) Bedroom robes as per the plan, swing doors, including 445mm wide shelf, hanging rail & 1 x shelving tower.
- c) Linen cupboard/s as per the plan with swing door/s and four 445mm wide melamine shelves.
- d) Broom Cupboard is part of linen cupboard.

15. MAIN BATHROOM CABINETS

- a) Main bathroom cabinets are included as per the plan.
- b) Tops are to be Formica High Gloss.

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Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- c) Door style to be Formica Velour Finish.
- d) Handles "C" pull chrome from selected range.
- e) Drawers one set of three is included.

16. MAIN BATHROOM FIXTURES

- a) Bath tub is to be Base acrylic bath 1650mm long.
- b) Bath Taps are to be Mizu Bliss Mixer & Mizu Drift bath outlet.
- c) Vanity Basin/s to be Kado Arc drop-in vanity basin.
- d) Basin Taps are to be Mizu Bliss basin mixer.
- e) Shower Base is to be a 900 x 900 tiled shower base.
- f) Shower taps are to be Mizu Bliss shower mixer & Base shower rose.
- g) Shower Screen to be aluminium framed with a pivot door with clear glass.
- h) Mirror to be polished edge 900mm high full length of vanity.
- i) Towel rail to be Mizu Drift 700mm in chrome.
- j) Soap holder/s are Mizu Drift chrome shower shelf.
- k) Tiles to shower enclosure walls to 2.0 m high, floor, skirting, vanity splashback to 200mm high x width of vanity, bath front, top and bath splashback to 400mm high
- l) Skirting is to be a split tile to 100mm high.
- m) Tile purchase allowance is from the Express range of tiles.
- n) Exhaust fan is to be 4 Heat/Light/Fan

17. ENSUITE CABINETS

- a) Ensuite cabinets are included as per the Plan.
- b) Ensuite Tops to be Formica High Gloss.
- c) Door Style to be Formica Velour Finish.
- d) Door handles to be "C" pull chrome from selected range.
- e) Drawers one set of three is included.

18. ENSUITE FIXTURES

- a) Vanity basin/s to be Kado Arc drop-in vanity basin.
- b) Basin taps are to be Mizu Bliss basin mixer.
- c) Shower base is to be 1500 x 900 tiled shower base.
- d) Shower taps are to be Mizu Bliss shower mixer & Nickles shower rail.
- e) Shower Screen is to be aluminium frame with pivot door and clear glass.
- f) Toilet a Posh Dominique close coupled toilet suite.
- g) Toilet roll holder to be Mizu Drift roll holder.
- h) Mirrors to be polished edge 900 high x full length of vanity.
- i) Towel rail to be Mizu Drift 700mm in chrome.
- j) Soap holder to be Mizu Drift chrome shower shelf to shower.
- k) Tiles to shower enclosure walls to 2.0 m high, ensuite floor, skirting and vanity splashback to 200mm high x width of vanity.
- l) Tile purchase allowance is from the Express range of tiles

 Purchaser's Initials

 Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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- m) Skirting is to be a split tile to 100mm high.
- n) Exhaust fan is to be 2/Heat/Light/Fan

19. WATER CLOSET

- a) Toilet to be Posh Dominique close coupled toilet suite.
- b) Toilet Roll Holder to be Mizu Drift roll holder.
- c) Tiles to floor and skirt tile only.
- d) Skirting is to be split tile to 100mm high.
- e) Tile purchase allowance is from the Express range of tiles.
- f) Exhaust Fan to be a LED light/fan

20. LAUNDRY CABINETS

- a) Laundry cabinets are not included.
- b) Tops are to be Formica High Gloss.
- c) Door Style to be Formica Velour Finish.
- d) Handles "C" pull chrome from selected range.

21. LAUNDRY FIXTURES

- a) Laundry tub to be a 45 liter Posh Solus drop in trough.
- b) Laundry taps are to be Base sink mixer with Dura Arco RA washing machine stop taps.
- c) Tiles to floor, skirting and splashback to 400mm high x width of cabinet.
- d) Skirting is to be split tile to 100mm high.
- e) Tile purchase allowance is from the Express range of tiles.
- f) Exhaust fan is not included.

22. KITCHEN CABINETS

- a) Kitchen cabinets are included as per plan finished in Formica Velour Finish.
- b) Kitchen overhead cupboards are included as per plan finished in Formica Velour Finish.
- c) Kitchen tops are to be Formica High Gloss.
- d) Kitchen door style is to be Formica Velour Finish.
- e) Door hinges are non soft close.
- f) Kitchen cupboard door handles "C" chrome pull from selected range.
- g) Kitchen one set of four drawers is included.
- h) Drawer closing is non soft close
- i) Pantry Cabinets are not included.
- j) Pantry Overheads are not included.
- k) Pantry Tops are not included.
- l) Pantry shelves are to be 4 fixed shelves.
- m) Pot drawers are not included.
- n) Fridge overhead cupboard is not included

Purchaser's Initials

Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
------	-------------	------------------------

- o) Oven tower is not included.
- p) Kitchen in cupboard rubbish bin is not included.
- q) Wine rack over fridge space is not included
- r) Under bench microwave shelf is not included
- s) Kitchen splashbacks are to be tiled to 600mm high to width of bench top.

23. KITCHEN APPLIANCES

- a) Kitchen sink to be Blanco Dinas 1 & 3/4 bowl stainless steel 1050mm.
- b) Kitchen tap to be Posh Solus MK11 Mixer.
- c) Cooktop to be Westinghouse WHC644BA 60cm Electric Cooktop.
- d) Oven to be Westinghouse WVE615S 60cm Electric Oven.
- e) Range hood Westinghouse WRH605IS 60cm Slide Out Rangehood.
- f) Microwave is not included.
- g) Dishwasher to be a Dishlex DSF6106X F/Standing Dishwasher Rotary program selector 12 Place Setting.

24. PLUMBING

- a) Hot and cold water piping to be Rehau pipes or P.B pipes.
- b) Exterior Garden Taps two brass tap are included, one front and one rear.
- c) Water heater is to be Rinnai Hotflo 250 liter hot water cylinder.
- d) Sewer/ Stormwater Connection is allowed to local authority connection points provided on block only.

25. ELECTRICAL

- a) Mains are allowed from lead-in conduit connected to power turret to switchboard only.
- b) Phone/ NBN conduit it is the Home Owners responsibility for installation of in-ground conduit and of connection to phone service provider.
- c) The number of power points allowed for is two double power point per bed/living rooms & three to kitchen, one each to ancillary rooms and passages.
- d) Number of Internal lights included is, one batten fixture per room.
- e) External Lights included is one batten fixture to front porch, one batten fixture to alfresco and two external batten fixtures.
- f) LED Down lights 5 are included to kitchen.
- g) Security lighting is not included.
- h) Smoke detectors allowed for as per plan.
- i) External weatherproof power outlets are not included.
- j) TV points included is two.
- k) Phone/Data points included is one.
- l) TV Antenna is to be a standard digital.
- m) Alarm system is not included.

ITEM	DESCRIPTION	INITIAL ALTERATIONS
------	-------------	------------------------

26. HEATING/COOLING

- a) Heating/Cooling is to be a Daikin 10kw Reverse Cycle Heatpump, with back to back installation.

27. INSULATION

- a) External Wall Insulation is R-2.0.
- b) Ceiling Insulation is R-4.0.
- c) Garage Insulation is not included.
- d) Sound Control Batts are not included.

28. PAINTING

- a) Interior walls are to be painted with one colour through out in low sheen wall paint, three coat system.
- b) Ceilings are to be painted with flat white ceiling paint, three coat system.
- c) Interior trim is to be one colour through out, finished in acrylic semi gloss.
- d) Internal doors to be one colour through out, finished in acrylic semi gloss.
- e) External walls painting is not applicable.
- f) Exterior trim to be painted with acrylic exterior paint.
- g) Front door is to be painted with acrylic exterior paint, in a light colour.
- h) External Doors to be painted with acrylic exterior paint, in a light colour.

29. FLOOR COVERINGS

- a) Carpet is included to all Bedrooms, WIR, Living, Sitting & Hallways.
- b) Carpet supply is from the Avenza range of carpet.
- c) Floor Tiling to main floor areas is not included.
- d) Timber overlay is not included.
- e) Vinyl Plank Flooring is to Kitchen, Dining & Pantry floors.
- f) Vinyl Plank supply is from the Genero Design range of vinyl plank.

30. EXTERNAL CONCRETE

- a) Porch Surface is to be troweled/stipple finished concrete.
- b) Alfresco Surface is to be troweled/stipple finished concrete with cut/jointed expansion joints if required.
- c) Driveway is to be broom/stipple finished concrete with cut/jointed expansion joints if required.
- d) Driveway Size is as per site plan up to 35 m2.
- e) Paths to be Broom/stipple finished concrete.
- f) Path Area is as per site plan up to 9 m2.

31. NON STANDARD ITEMS

- a) Window Coverings are included, using roller blinds and panel glides in vibrate fabric to all windows and sliding doors excluding wet areas.
- b) Clothes Line is to be a Hills wall mount dual fold to bed 4 wall

Purchaser's Initials

Builder's Initials

ITEM DESCRIPTION**INITIAL
ALTERATIONS**

- c) Letter Box is to be metal freestanding barn style.
- d) Fencing is to be 1800 high colourbond to side and rear boundaries only..
- e) Fence Gates are not included.
- f) Front Door Chime is not included.

Purchaser's Initials

Builder's Initials

ITEM	DESCRIPTION	INITIAL ALTERATIONS
------	-------------	------------------------

Signed by Builder : Dated :/...../.....

Signed by Purchaser : Dated :/...../.....

 Purchaser's Initials

 Builder's Initials

WOODRIDGE
205
EXPRESS

Classic
Streetscape

FLOOR AREAS

LIVING	154.6 m ²
GARAGE	36.6 m ²
ALFRESCO	11.2 m ²
PORCH	2.7 m ²
TOTAL	205.1 m ²

15m+ Lot Width

CONCEPT

DATE:

03/02/17

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Concept plans only, final working
drawings may vary

PRESENTATION PLAN

G.J. Gardner.
HOMES



Express Series

(Not available in all areas. Check Local office for availability)



ARTISTS IMPRESSION - for illustrative purposes only

PLANS ARE SUBJECT TO LOCAL COUNCIL & DEVELOPERS GUIDELINES (COVENANTS).

WOODRIDGE
205
EXPRESS

Classic
Streetscape

FLOOR AREAS

LIVING

GARAGE

ALFRESCO

PORCH

TOTAL

154.6 m²

36.6 m²

11.2 m²

2.7 m²

205.1 m²

15m+ Lot Width

CONCEPT

DATE:

03/02/17

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drawings may vary

SITE PLAN

Scale 1:200

G.J. Gardner.

HOMES

Express Series

(Not available in all areas. Check Local office for availability)

INDICATIVE SITE PLAN ONLY SHOWING MINIMUM SETBACKS TO WALLS. ACTUAL SITE AND LOCATION MAY REQUIRE DIFFERENT SETBACKS TO SUIT LOCAL COUNCIL REQUIREMENT'S.

PLANS ARE SUBJECT TO LOCAL COUNCIL & DEVELOPERS GUIDELINES (COVENANTS).

WOODRIDGE
205
EXPRESS

Classic
Streetscape

FLOOR AREAS

LIVING	154.6 m ²
GARAGE	36.6 m ²
ALFRESCO	11.2 m ²
PORCH	2.7 m ²
TOTAL	205.1 m ²

15m+ Lot Width

CONCEPT

DATE:

03/02/17

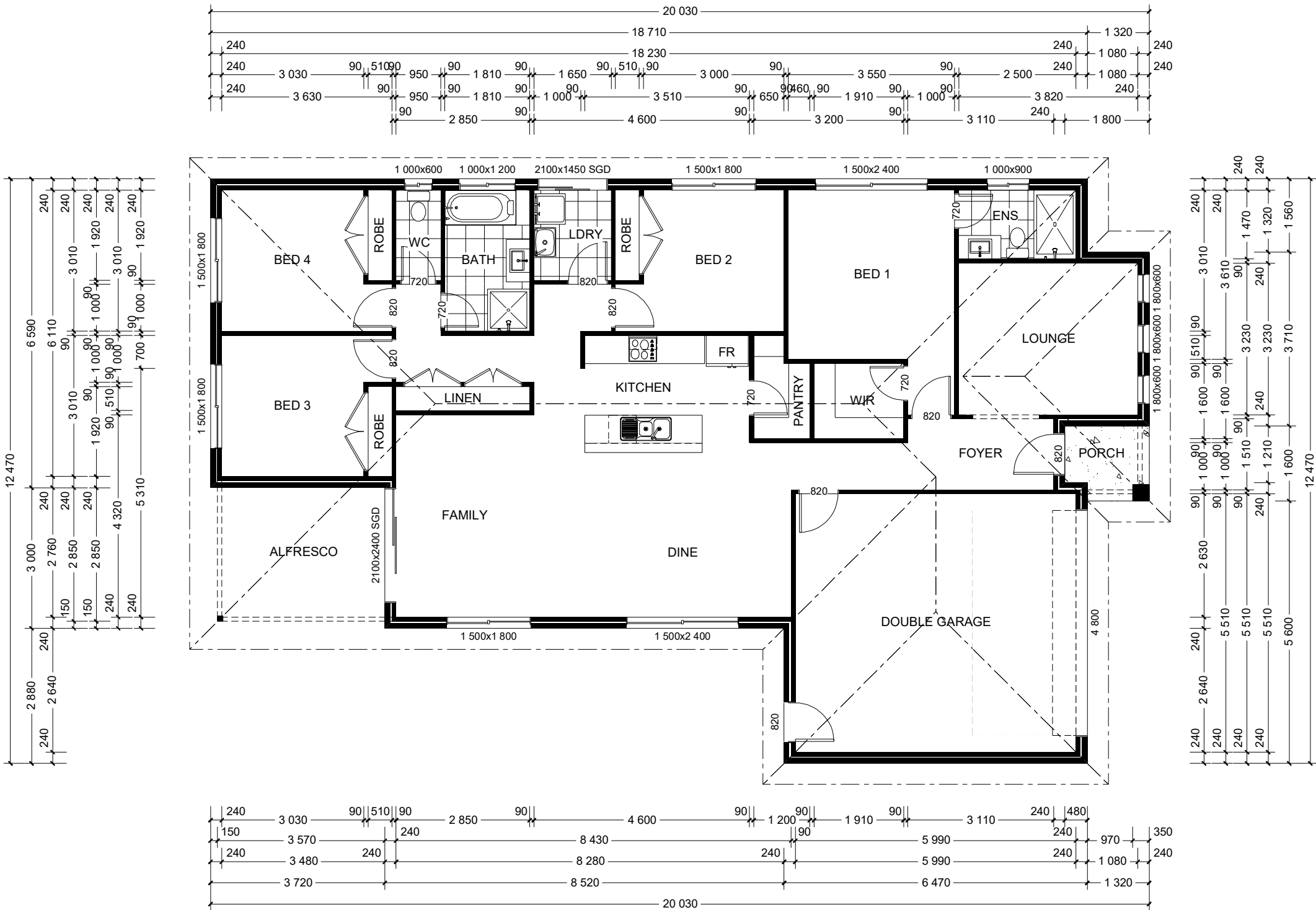
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drawings may vary

FLOOR PLAN
Scale 1:100

G.J. Gardner.
HOMES

Express Series

(Not available in all areas. Check Local office for availability)



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WOODRIDGE
205
EXPRESS

Classic
Streetscape

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15m+ Lot Width

CONCEPT

DATE:

03/02/17

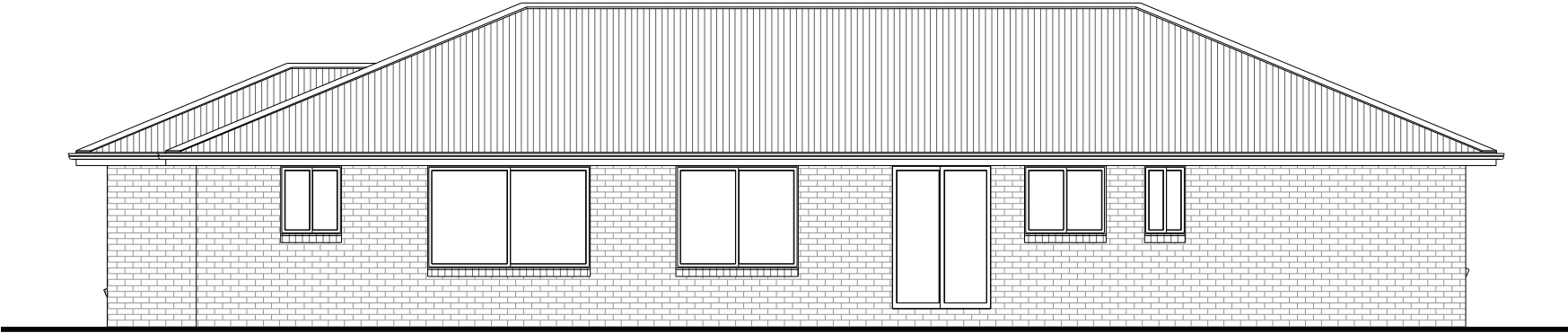
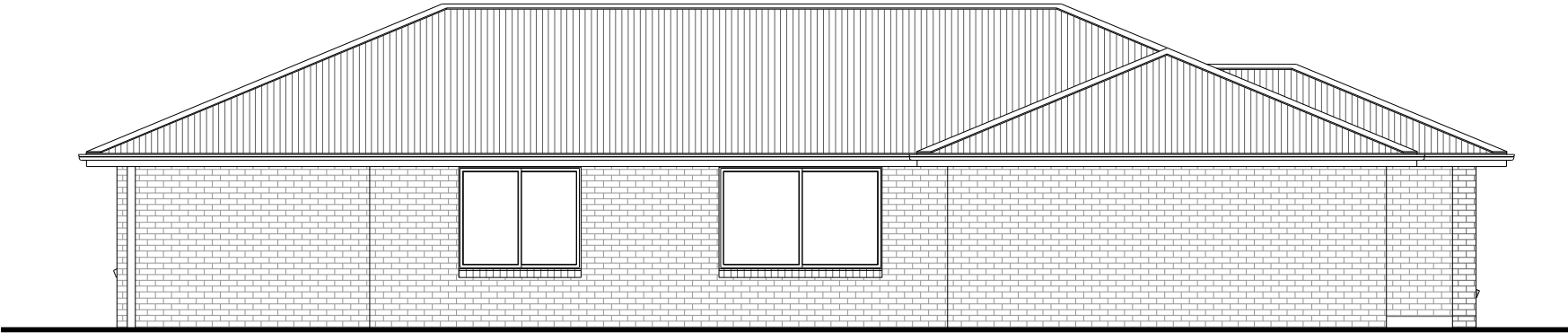
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ELEVATIONS
Scale 1:100

G.J. Gardner.
HOMES

Express Series

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PLANS ARE SUBJECT TO LOCAL COUNCIL & DEVELOPERS GUIDELINES (COVENANTS).

WOODRIDGE
205
EXPRESS

Classic
Streetscape

FLOOR AREAS

LIVING	154.6 m ²
GARAGE	36.6 m ²
ALFRESCO	11.2 m ²
PORCH	2.7 m ²
TOTAL	205.1 m ²

15m+ Lot Width

CONCEPT

DATE:

03/02/17

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ELECTRICAL PLAN
Scale 1:100

G.J. Gardner.
HOMES









PLANS ARE SUBJECT TO LOCAL COUNCIL & DEVELOPERS GUIDELINES (COVENANTS).

Express Series


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ELECTRICAL LEGEND










LIGHTING *EEF (denotes energy efficient light fittings)

Symbol	Description	Spec.	Extra
	Ceiling Light *EEF	-	-
	Down Light *EEF	-	-
	Wall Light *EEF approx height	-	-
	Pendant / Track Light *EEF	-	-
	IXL Tastic (or similar)	-	-
	Batten Fluro Light *EEF	-	-
	Round Fluro Light *EEF	-	-
	Flood / Spot Light *EEF	-	-
TOTAL LIGHT POINTS		-	-

POWER

	Quad Power Point	-	-
	Single Power Point	-	-
	Double Power Point	-	-
	Double W/Proof Power Point	-	-
	Single W/Proof Power Point	-	-
	T.V. Point	-	-
	Phone Point	-	-
	T.V. Antenna & Booster inc. SGPO	-	-
	Dishwasher Point	-	-
	Rangehood Point	-	-
	Microwave Point	-	-
	Oven Point	-	-
	Cook Top Iso point	-	-

MISCELLANEOUS

	Exhaust Fan	-	-
	Ceiling Fan (stainless steel)	-	-
	Ceiling Fan & Light (white) *EEF	-	-
	Meter Box	-	-
	Hot Water Service	-	-
	Smoke Detectors	-	-
	Dimmer Switch	-	-
	Two Way Switch	-	-
	A/C Condensor Iso Point	-	-

NOTE:
ALL ELECTRICAL WORK MUST BE COMPLETED TO THE RELEVANT
AUSTRALIAN STANDARDS AND THE NATIONAL CONSTRUCTION CODE
OF AUSTRALIA (B.C.A).

CONSTRUCTION AND VENTILATION OF SANITARY COMPARTMENTS
Doors to sanitary compartments must open outwards or slide or be readily
removable from outside the compartment unless there is a clear space of at
least 1.2m in accordance with the N.C.C. of Australia (B.C.A).
Mechanical ventilation to be provided to sanitary compartments as required in
accordance with the N.C.C. of Australia (B.C.A).

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

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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 (2018)”; and
2. the standard clauses known as “the Standard Conditions of Sale (2018)”.

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection or other issues.

The Particulars of Sale may vary the Standard Form Contract 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

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 Chattels Value is included in the Sale Price.
- c) If no Chattels Value is included in the Particulars of Sale, then the Chattels Value will be the written down value of the Chattels in the Vendor’s taxation records for the year ending 30 June before the Completion Date.
- d) If the Chattels do not have a written down value in the Vendor’s taxation records, then the Chattels Value is nil.

3 Completion

- a) The parties must complete this Contract on the Completion Date.
- b) On the Completion Date the Vendor must:
 - i) make the Property available to the Purchaser as specified in the Particulars of Sale under the heading “Availability”;
 - ii) deliver to the Purchaser the documents of title to the Property and possession of the Chattels; and
- 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 of this Contract the Vendor must supply to the Purchaser all the information relating to the Vendor and to the Property (including without limitation a Transferor (Vendor) Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office)

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.

- e) Notwithstanding any other term of this Contract the Purchaser will not be obliged to complete the Contract any earlier than the date which is two (2) business days from the date upon which the said information is provided by the Vendor to the Purchaser.

4 Conditions precedent to completion

- a) It is a condition precedent to the Purchaser's obligation to complete this Contract that, except as disclosed in the Particulars of Sale, there is no legal restriction:
 - i) at the Contract Date still existing at the Completion Date,
 - ii) that may hinder or prevent the Purchaser from using the Property for the Purchaser's Required Use,
 - iii) which is not a restriction applicable to use of all property in Tasmania.
- b) The term "legal restriction" includes, without limitation, restriction by:
 - i) an easement,
 - ii) a covenant,
 - iii) a requirement or order of a statutory body, or
 - iv) a requirement or order of a statutory planning agreement, planning scheme or planning permit.
- c) The party benefited by a condition precedent may waive the benefit of the condition precedent.
- d) Apart from the condition precedent in clause 4(a), the party benefited by a condition precedent must use all reasonable endeavours to fulfil the condition precedent within the period stated for doing so.
- e) To be effective, a waiver of a condition precedent must be given within the period allowed for its satisfaction.
- f) If the party specified to benefit by a condition precedent does not give unconditional notice of either satisfaction or waiver of that condition precedent, in one of the ways specified in clause 16, before the period for satisfying that condition precedent expires, then the other party may treat this Contract as at an end, and each party:
 - i) is then released from their obligation to further perform the Contract, apart from the return to the Purchaser of any deposit paid; and
 - ii) retains the rights they have against the other party because of a prior breach.

5 Ownership

Ownership of the Property and the Chattels passes on completion.

6 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 to remove. 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.

7 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 cannot object to any such easements or covenants.

8 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) none of the Chattels will 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, either now or in the future, for anything that has occurred before the Contract Date. The Vendor indemnifies the Purchaser against all liability of that kind.

9 Other warranties

- a) Subject to the risk of accidental damage to the Property and the Chattels passing to the Purchaser from the date of contract, 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 the 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.

10 GST

- a) If the GST Treatment in the Contract is "The sale is not a taxable supply" the Vendor warrants to the Purchaser that one or more of the following applies:
 - i) the sale is not in the course or furtherance of an enterprise carried on by the Vendor;
 - ii) the Vendor is neither registered, nor required to be registered, for GST; or
 - iii) the sale is an input taxed supply of residential premises to be used predominantly for residential accommodation, and not new residential premises.
- b) If the GST Treatment in the Contract is "The sale is not a taxable supply":
 - i) the Vendor cannot recover from the Purchaser any GST payable on supplies under this Contract; and
 - ii) the Vendor makes no warranty that the Purchaser will receive any GST Tax Credits on supplies under this Contract.
- c) If the GST Treatment in the Contract is 'Margin Scheme' the Sale Price is inclusive of GST and the parties agree that the margin scheme applies.
- d) If there is no indication of GST Treatment in the Contract then this clause 10 does not apply to this Contract.
- e) A word defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) has that meaning when used about GST in this Contract.
- f) This clause 10 does not merge on completion

11 GST Withholding Treatment

- a) The parties agree and acknowledge that the indication as to GST Withholding Treatment, together with the balance of this Contract, serves as notice from the Vendor as required by section 14-255 of the *Taxation Administration Act 1953* (Cth).
- b) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because Sale is not a taxable supply' then the Vendor notifies and warrants to the Purchaser that no withholding is required and that the sale is not a taxable supply.
- c) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because Sale is GST-free' then the Vendor notifies the Purchaser that no withholding is required.
- d) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because Sale not new residential premises or potential residential land' then the Vendor notifies and warrants to the Purchaser that no withholding is required and that:
 - i) the Property is not new residential premises (unless the new residential premises have been created through substantial renovations of a building or is new commercial residential premises); and
 - ii) the Property is not potential residential land that is included in a property subdivision plan (unless the Property contains a building that is in use for a commercial purpose).

- e) If the GST Withholding Treatment in the Contract is 'GST Withholding not required because the Property is potential residential land and the Purchaser is registered and has a creditable purpose' then:
- i) the Vendor warrants to the Purchaser that the Property is potential residential land that is included in a property subdivision plan and does not contain a building that is in use for a commercial purpose; and
 - ii) the Purchaser warrants to the Vendor that:
 - (1) the Purchaser is registered for GST; and
 - (2) the Purchaser is acquiring the Property for a creditable purpose,
 and, in reliance on the Purchaser's warranty, the Vendor notifies the Purchaser that no withholding is required.
- f) If the GST Withholding Treatment in the Contract is 'GST Withholding required and Property entirely new residential premises and/or potential residential land' then the following clauses apply:
- i) The Vendor hereby notifies the Purchaser that the Purchaser must withhold the following amount ('the Withholding Amount') pursuant to section 14-250 of the *Taxation Administration Act 1953* (Cth):
 - (1) If the GST Treatment in the Contract is 'Margin Scheme' then 7% of the Contract Price;
 - (2) If the GST Treatment in the Contract is 'The sale is a taxable supply and GST is included in the Sale Price according to the special clause added' then 1/11th of the Contract Price; or
 - (3) If the GST Treatment in the Contract is 'The sale is a taxable supply and GST is added to the Sale Price according to the special clause added' then 10% of the Contract Price, and the Contract Price is the Sale Price.
 - ii) The Purchaser must lodge with the Australian Taxation Office;
 - (1) Form 1 (GST property settlement withholding notification online form), and provide the Payment Reference Number ('PRN') and Lodgement Reference Number to the Vendor, along with the payment slip that contains the PRN and is produced when Form 1 is lodged ('the Payment Slip'), prior to completion as a condition precedent to the Vendor's obligation to complete this Contract; and
 - (2) Form 2 (GST property settlement date confirmation online form), which the Purchaser warrants that the Purchaser will lodge on the date of completion.
 - iii) The Purchaser must procure a cheque drawn by a bank for the Withholding Amount ('the Withholding Cheque') payable to the Deputy Commissioner of Taxation and that cheque must be dealt with at completion or when the Purchaser first provides consideration, other than a deposit held on trust, to the Vendor if that is earlier than completion ('the Withholding Date').
 - iv) If the Vendor is represented by a Solicitor or Licensed Conveyancer ('the Vendor's Representative') then this clause 11(f)(iv) applies:
 - (1) The Purchaser must provide the Withholding Cheque to the Vendor's Representative on the Withholding Date and the parties agree that this fulfils the Purchaser's obligations to withhold the GST Withholding Amount.
 - (2) The Vendor must provide the Purchaser with an acknowledgement of receipt for the Withholding Cheque.
 - (3) The Vendor warrants that the Vendor will forward the Withholding Cheque, together with the Payment Slip, to the Deputy Commissioner of Taxation, as soon as practicable after the Withholding Date.
 - v) If the Vendor is not represented by a Solicitor or Licensed Conveyancer then the Purchaser warrants that the Purchaser will forward the Withholding Cheque, together with the Payment Slip, to the Deputy Commissioner of Taxation as soon as practicable after the Withholding Date.
 - vi) Unless the GST Treatment in the Contract is 'The sale price is a taxable supply and GST is added to the Sale Price according to the special clause added' then the balance of the Sale Price referred to in clause 2(a)(ii) of this Contract is taken to be net of the Withholding Amount.
 - vii) If the Purchaser makes a nomination pursuant to clause 12 of this Contract, then the nominee must fulfil the obligations in this clause 11(f).
- g) If the GST Withholding Treatment in the Contract is 'GST Withholding required and Property is not entirely new residential premises and/or potential residential land' the Vendor must serve written notice on the Purchaser complying with section 14-255 of the *Taxation Administration Act 1953* (Cth) at least three (3) Business Days prior to the Withholding Date and to which clauses 11(f)(i)-(vii) of this Contract applies.
- h) If no GST Withholding Treatment is indicated in the Contract and the property is residential premises or potential residential land, the Vendor must provide the Purchaser with a written notification in accordance with section 14-255 of the *Taxation Administration Act 1953* (Cth) at least three (3) Business Days prior to the Withholding Date and in relation to which clauses 11(f)(iii)-(vii) of this Contract applies despite there being no GST Withholding Treatment indicated.
- i) If the Vendor does not fulfil the Vendor's obligation in clause 11(g) or 11(h) then the Purchaser may, at the Purchaser's discretion:
- i) provide to, at the Purchaser's discretion:

- (1) the Vendor's Representative on the Withholding Date (in which case clause 11(f)(iv)(3) applies); or
- (2) to the Deputy Commissioner of Taxation as soon as practicable after the Withholding Date (in which case the Purchaser warrants to do so), a cheque drawn by a bank payable to the Deputy Commissioner of Taxation for the Withholding Amount as determined by clause 11(f)(i)(3) of this Contract, but if the Withholding Amount is indeterminable, then for 10% of the Sale Price; and
- ii) provide to the Vendor or the Vendor's Representative a cheque drawn by a bank for the balance referred to in clause 2(a)(ii) of this Contract net of the amount of the cheque referred to in clause 11(i)(i), but the Purchaser must notify the Vendor in writing prior to the Withholding Date of the Purchaser's intention to exercise this discretion and that notification must specify whether the Purchaser elects to provide the cheque in accordance with clause 11(i)(i)(1) or 11(i)(i)(2), and if the discretion is exercised then the Vendor must treat the above as fulfilling the Purchaser's obligations in clause 2(a)(ii) of this Contract.
- i) Where the Vendor provides a notification for the purpose of section 14-255 of the *Taxation Administration Act 1953* (Cth) that is separate from this Contract, the Vendor warrants to the Purchaser that the contents of that notification are accurate.
- k) Where one party makes a warranty to the other party in this clause 11, that party also indemnifies the other party for all liability, costs and expenses that result from the breach of that warranty.
- l) A word defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) or Taxation Administration Act 1953 (Cth) has that meaning when used about GST in this Contract.
- m) This clause does not merge on completion.

12 Nominee

- a) The Purchaser may nominate, in writing, other persons or corporations to complete 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.

13 Joint and several liability

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

14 Rights after completion

After completion:

- a) the Purchaser retains the benefit of title warranties to the Chattels; and
- b) each party retains the benefit of all provisions requiring or contemplating that the other party must do something after completion.

15 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 owned by the vendor.
- b) The Purchaser indemnifies the Vendor against all claims of that kind.

16 Notices

- a) Unless the 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 facsimile transmission; or
 - (5) by email sent to an email address the recipient has, in the course of this transaction, nominated, acknowledged or used.
- 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 facsimile, at the time shown of correct and complete transmission to the recipient's facsimile number by the sending machine; or
 - iv) 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.

17 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) 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.

18 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.

19 Cooling Off

Unless the Particulars of Sale otherwise provide, the Purchaser may terminate the contract, by serving on the Vendor notice of such termination within three (3) Business Days of when the contract is made, and then:

- a) the obligations of the parties to complete ends; and
- b) the Purchaser will be entitled to any deposit paid but neither party will be otherwise entitled to any compensation.

20 Foreign resident withholding tax

- a) For the purposes of this clause:

"ATO Clearance Certificate" means a certificate issued under s14-220(1) of the Withholding Law which is current on the date of completion of this Contract;

"CGT Withholding Amount" means the amount determined under s14-200(3) (a) of the Withholding Law or, if a copy is provided to the Purchaser prior to completion of this Contract, a lesser amount specified in a variation notice under s14-235 of the Withholding Law; and

"Withholding Law" means Schedule 1 to the *Taxation Administration Act 1953* (Cth).

- b) This clause applies (despite any other provision of this Contract) if:
 - i) The market value of the Property at the Contract Date is \$750,000.00 or more and this sale is not otherwise an excluded transaction under s14-215 of the Withholding Law; and
 - ii) The Vendor has not given to the Purchaser at least two (2) business days prior to completion of this Contract for each person comprising the Vendor:
 - A. An ATO Clearance Certificate; or
 - B. A variation notice under s14-235 of the Withholding Law which remains current at the date of completion of this Contract varying the CGT Withholding Amount to nil.
- c) If this clause applies then:
 - i) The Purchaser or the Purchaser's duly authorised representative must lodge a Foreign Resident Capital Gains Withholding Purchaser Payment Notification Form with the Australian Taxation Office for each person comprising the Purchaser and give copies to the Vendor with the payment reference numbers (PRN) on or before completion of this Contract;
 - ii) The Purchaser or the Purchaser's duly authorised representative must on completion of this Contract:
 - A. Show to the Vendor or the Vendor's duly authorised representative a cheque drawn by a bank for the CGT Withholding Amount payable to the Deputy Commissioner of Taxation and provide to the Vendor or the Vendor's duly authorised representative a photocopy of that cheque; or
 - B. Provide to the Vendor or the Vendor's duly authorised representative such other assurance that payment of the CGT Withholding Amount will be made as may be approved and accepted by or on behalf of the Vendor.
 - iii) The Purchaser must pay the CGT Withholding Amount to the Australian Taxation Office and give the Vendor within two (2) business days of completion of this Contract evidence that it has done so;

and the monies otherwise payable by the Purchaser to the Vendor upon completion of this Contract will be reduced by the amount of the CGT Withholding Amount.

- d) For the purposes of this clause the market value of the Property is taken to be the Sale Price less any GST included in the Contract Price for which the Purchaser is entitled to an input tax credit unless:
 - i) The Contract Price is for assets in addition to the Property; and
 - ii) No later than two (2) business days prior to the date of completion of this Contract, the Vendor gives to the Purchaser a valuation of the Property as at the Contract Date prepared by a registered valuer; in which case the market value of the Property will be as stated in the valuation.

21 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.

CAUTIONARY NOTES

- *Clause 20 (d) specifies the meaning of the market value of the Property **for the purposes of clause 20**, but not for the purposes of the Withholding Law.*
- *Clause 11(f)(i) specifies the meaning of Withholding Amount and Contract Price for the purpose of clause 11, but not for the purpose of the GST Withholding provisions in the Taxation Administration Act 1935 (Cth).*
- *The provisions of clause 11 and clause 20 do not exhaustively specify all of the statutory obligations of the Vendor and the Purchaser pursuant to the Taxation Administration Act 1935 (Cth).*
- *The Vendor's and the Purchaser's compliance with the provisions of clause 11 and clause 20 may not necessarily constitute full compliance with their statutory obligations.*
- *The parties should take appropriate professional advice with respect to:*
 - *The market value of the Property for the purposes of the Withholding Law;*
 - *The Withholding Amount and the Contract Price for the purpose of the Taxation Administration Act 1935 (Cth); and*
 - *The Vendor's and the Purchaser's statutory obligations pursuant to the Taxation Administration Act 1935 (Cth).*

The parties confirm they have:

- **carefully read the Standard Conditions of Sale and the Particulars of Sale, and**
- **had the opportunity to take necessary advice before signing the Particulars of Sale.**

Vendor Signature
in the presence of: *Witness Signature*

Purchaser Signature
in the presence of: *Witness Signature*

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Property Address
File Reference