

## The Standard Form Contract for Sale of Real Estate in Tasmania (2012)



### The Particulars of Sale (2012)

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The Standard Form Contract for Sale of Real Estate in Tasmania (2012) 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 (2012)”; and
2. the standard clauses known as “the Standard Conditions of Sale (2012)”.

The text of the Standard Conditions of Sale is fixed and incorporated in the Contract by adoption on signature of the Particulars of Sale, subject to any variation by the Particulars of Sale.

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

The Particulars of Sale apply to the extent of any inconsistency with the Standard Conditions of Sale.

WORDS	DEFINITION
<b>Contract Date</b>	The ..... day of .....20.....
<b>Vendor</b> <i>(The seller of the Property)</i>	<i>Name:</i> ..... ..... <i>Address:</i> ..... ..... <i>Suburb:</i> ..... ..... <i>State:</i> ..... <i>Postcode:</i> .....
<b>Vendor's Solicitor or Conveyancer</b>	<i>Firm:</i> ..... <i>Person</i> ..... <i>Address:</i> .....
<b>Purchaser</b> <i>(The buyer of the Property)</i>	<i>Name:</i> ..... ..... <i>Address:</i> ..... ..... <i>Suburb:</i> ..... ..... <i>State:</i> ..... <i>Postcode:</i> .....
<b>Purchaser's Solicitor or Conveyancer</b>	<i>Firm :</i> ..... <i>Person</i> ..... <i>Address:</i> .....
<b>Property</b> <i>(if part only, accurately describe part)</i>	The Vendor's property at: <i>(insert address)</i> ..... ..... Property Identifier Number ..... As described by Title Reference(s) .....
<b>Chattels</b>	<i>(List the Chattels included in this sale)</i> ..... ..... ..... .....
<b>Sale Price</b> <i>(See cl. 2 of the Standard Conditions)</i>	<i>(in words)</i> ..... dollars <i>(in figures)</i> \$.....

<b>Chattels Value</b>	The part of the Sale Price attributable to the Chattels is: <i>(in words)</i> .....dollars <i>(in figures)</i> \$.....
<b>Deposit</b> <i>(See cl. 2 of the Standard Conditions)</i>	<i>(in words)</i> .....dollars <i>(in figures)</i> \$.....
<b>Deposit Holder</b> <i>(See cl. 2 of the Standard Conditions)</i>	<i>(Insert name of person or organisation that will hold the Deposit)</i> .....
	<b>Indicate your selection by marking the preferred boxes.</b>
<b>Deposit Payment Time</b> <i>(See cl.2 of the Standard Conditions)</i>	<b>EITHER</b> <input type="checkbox"/> When Purchaser signs this Contract <b>OR</b> <input type="checkbox"/> Other date – <i>(specify)</i> : ..... .....
<b>GST Treatment</b> <i>(See cl.9 of the Standard Conditions)</i>	<i>Mark a box to indicate whether the sale is a taxable supply.</i> <b>EITHER</b> <input type="checkbox"/> The sale is not a taxable supply; <b>OR</b> <input type="checkbox"/> The sale is a taxable supply according to the special clause added
<b>Completion Date</b> <i>(See cl. 3 of the Standard Conditions)</i>	<b>EITHER</b> The ..... day of .....20..... <b>OR</b> <input type="checkbox"/> Another date <i>(specify)</i> : ..... .....
<b>Availability</b> <i>(see cl. 3.2 (a) of the Standard Conditions)</i>	On the Completion Date, the Vendor must make available to the Purchaser: <b>EITHER</b> <input type="checkbox"/> Vacant possession of the Property. <b>OR</b> <input type="checkbox"/> The right to receive rents and profits of the Property. <b>OR</b> <input type="checkbox"/> Otherwise <i>(specify)</i> : ..... .....
<b>Property Use</b> <i>(See cl. 4.1) of the Standard Conditions)</i>	<b>EITHER</b> <input type="checkbox"/> A residential dwelling. <b>OR</b> <input type="checkbox"/> A residential building allotment. <b>OR</b> <input type="checkbox"/> Other <i>(specify)</i> : .....
<b>Special Clauses</b>	<input type="checkbox"/> Mark this box if Special Clauses apply to this Contract and then complete or enter the Special Clauses below.

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

<b>Finance Clause</b>	<i>If this Contract is subject to finance, complete all details below and the following clause will 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.

<b>Finance Amount</b>	<i>(Insert amount) \$</i> .....
<b>Financier</b>	<i>(Insert name)</i> ..... .....
<b>Finance Period</b>	<i>(Complete)</i> Until the ..... day of .....20..... or <i>(Insert number)</i> ..... days from the contract date

<b>Subject to Sale Clause</b>	<i>If this Contract is subject to the sale of the Purchaser's Property, complete all details below and the following clause will apply.</i>
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It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Selling Period, the Purchaser signs a contract for the sale of the Purchaser's Property to a person ready, willing and able to perform that contract, at a price acceptable to the Purchaser.

The Purchaser must not offer the Purchaser's Property for sale for more than the Sale Amount.

The Purchaser is the party benefited by this condition precedent.

<b>Purchaser's Property</b>	<i>(Insert address)</i> .....
<b>Sale Amount</b>	<i>(Insert amount) \$</i> .....
<b>Selling Period</b>	<i>(Complete)</i> Until the ..... day of .....20..... or <i>(Insert number of days)</i> ..... days from .....

<b>Subject to Completion Clause</b>	<i>If this Contract is subject to the completion of the sale of the Purchaser's Property, complete all details below and the following clause will apply.</i>
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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 Deadline for Sale.

The Purchaser is the party benefited by this condition precedent.

<b>Purchaser's Property</b>	<i>(Insert address)</i> .....
<b>Deadline for Sale</b>	<i>(Insert date)</i> The ..... day of .....20..... or <i>(Insert number of days)</i> ..... days from .....

<b>Inspection Clause</b>	<i>If this Contract is subject to a building inspection, complete all details below and the following clause will apply.</i>
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The Purchaser may have reasonable access to the Property during the Building Inspection Period to inspect buildings 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 building report, by a building inspector holding professional indemnity cover for that work or an Accredited Building Practitioner under the Building Act, which certifies the Property has one or more structural, safety, electrical, plumbing or roofing defects, together likely to cost more than one per cent of the sale price to remedy; 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 no other compensation.

<b>Building Inspection Period</b>	(Complete) Until the ..... day of .....20..... or (Insert number of days) ..... days from .....
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<b>Shorter Period Clause</b>	May the Vendor shorten the period to satisfy Special Clauses? <input type="checkbox"/> Yes <input type="checkbox"/> No      If "Yes", the following clause will apply.
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By notice to the Purchaser under clause 15 of the Standard Conditions, the Vendor may shorten to two days after the day on which that notice is given, the period for satisfying:

- all of the special clauses to this Contract; or
- the following special clauses.....

<b>Additional Special Clauses</b>	..... ..... ..... ..... .....
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*(Complete if there are attachments)* The attached ..... annexure page(s) are part of this Contract.

Each party should consider insurance to protect their respective interests in the Property.

**Signed by the Vendor to confirm :**

- (1) intention to be bound by the Contract as recorded by these Particulars of Sale, and
- (2) receipt of a copy of the Standard Conditions of Sale (2012).

Vendor Signature ✍ .....

in the presence of: Witness Signature ✍ .....

Name, Address, Occupation of witness.....

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**Signed by the Purchaser to confirm :**

- (1) intention to be bound by the Contract as recorded by these Particulars of Sale, and
- (2) receipt of a copy of the Standard Conditions of Sale (2012).

Purchaser Signature ✍ .....

in the presence of: Witness Signature ✍ .....

Name, Address, Occupation of witness.....

.....

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