

MALWOOD PTY LTD
ACN 009 577 931
("VENDOR")

AND

.....
.....
("PURCHASER")

AGREEMENT FOR SALE OF REAL ESTATE
LOT COVENTRY RISE, HOWRAH



MURDOCH CLARKE
LAWYERS

10 Victoria Street
HOBART TAS 7000
TEL: (03) 6235 9311
FAX: (03) 6234 2670

(RJB:1800116)
Version 27/7/2018

THIS AGREEMENT is made the.....day of..... 201

BETWEEN MALWOOD PTY LTD PTY LTD (ACN 009 577 931) of 80 Esplanade, Rose Bay in Tasmania ("the Vendor") of the one part

AND of..... ("the Purchaser") of the other part

1. SALE

The Vendor agrees to sell and the Purchaser agrees to purchase free from encumbrances the property as specified in the First Schedule of this Agreement TOGETHER WITH all fixtures thereto ("the Property").

2. PURCHASE PRICE

The Purchase Price of the Property shall be DOLLARS (\$) payable as follows:

- (a) the sum of DOLLARS (\$.....) by way of a deposit to Murdoch Clarke as stakeholder on the signing of this Agreement; and
(b) the balance in cash or by bank cheque on the date of completion.

3. COMPLETION

This Agreement shall be completed thirty (30) days from satisfaction of clause 4(d) hereof when the Purchaser shall be entitled to vacant possession of the Property.

4. CONDITIONS PRECEDENT TO COMPLETION

The following matters are conditions precedent to the completion of this Agreement:

- (a) That there are not at the date of this Agreement any restrictions on the use of the Property other than those specifically disclosed herein which shall hinder or prevent the Purchaser from using or enjoying the Property for the purpose of a residential building allotment.
(b) That a recognised lending institution makes available to the Purchaser a loan ofDOLLARS (\$)..... upon terms currently available in transactions of a similar nature within thirty (30) days of this date.
(c) That the Clarence City Council seals Sealed Plan 175586 a copy of which is annexed hereto and marked with the letter "A" within six (6) months of the date hereof or such further period as the Vendor shall determine.
(d) That the Recorder of Titles issues a separate Certificate of Title to the Property within thirty (30) days from the satisfaction of clause 4(c) or such further period as the Vendor shall determine.

5. EASEMENTS/COVENANTS

The Property is sold together with and subject to all the easements and covenants affecting the same and as set forth in the Schedule of Easements annexed hereto and marked with the letter "B".

6. TITLE

The Vendor shall supply a good marketable documentary title to the Property free from any encumbrances or charges payable or to become payable to any Municipal or other authority in respect of works done at the date of this Agreement and the Vendor hereby indemnifies the Purchaser against any claim or demand made in that respect.

7. ADJUSTMENTS

All rates charges and assessments including Land Tax payable in respect of the Property shall be paid by the Vendor to the 30th day of June next occurring after completion takes place and shall be apportioned as at the date of completion or possession whichever is the earlier. The apportionment of Land Tax shall be on the basis that the Property is assumed to be the only property owned by the Vendor in Tasmania.

8. BOUNDARY FENCE

Notwithstanding anything in the Boundary Fences Act 1908 to the contrary, the Vendor shall not be required either before or after completion of this Agreement to join in or to contribute to the construction or repair of any boundary fence or wall between the Property and any adjoining land and the Purchaser shall indemnify the Vendor against any costs of such fence or wall.

9. DEFAULT

Should the Purchaser fail to complete this Agreement (unless prevented by the default of the Vendor) in accordance with the terms of this Agreement the deposit shall be forfeited to the Vendor who shall also be at liberty in addition to any other remedy the Vendor may have for the recovery of the balance of purchase price to resell the Property either by Public Auction or private contract on such terms and conditions as the Vendor may think fit and to claim any loss on resale from the Purchaser as and for liquidated damages and any profit on resale shall belong to the Vendor.

10. DELAY

If the Purchaser fails to complete the purchase (unless prevented by the default of the Vendor) in accordance with the terms of this Agreement on or before the due date for completion then without prejudice to any other remedy the Vendor may have:

- (a) The Purchaser shall pay to the Vendor interest on the Purchase Price at the rate of ten (10) per cent per year from the due date of completion until the actual date of completion or, if not completed until termination of this Agreement and such right to interest shall be without prejudice to any other right, power or remedy which may be conferred upon the Vendor at law or in equity and it is an essential term of this Agreement that such interest is to be paid and the Purchaser shall not be entitled to require the Vendor to complete this Agreement unless such interest is paid to the Vendor on completion; and
- (b) The Vendor or the Vendor's solicitors may give notice to the Purchaser or the Purchaser's solicitors requiring the Purchaser to complete the sale within fourteen (14) days of the date of service of such notice upon the Purchaser or the Purchaser's solicitors and upon the delivery of that notice the time for completion shall be of the essence of this Agreement and the Purchaser acknowledges and accepts such period in lieu of any longer period to which the Purchaser would otherwise have been entitled at law or in equity.

11. WAIVER

The Purchaser may waive any of the conditions precedent to the completion of this Agreement which are for the benefit of the Purchaser.

12. RISK

Risk and ownership of the Property shall pass to the Purchaser upon completion.

13. NOMINATION

The Purchaser shall have the right to nominate another person or persons to complete this Agreement in the place of or together with the Purchaser but shall in the event of any nomination remain personally liable to perform the Purchaser's obligations of this Agreement.

14. NOTICES

All notices or other communications to or upon a party to this Agreement may be duly given by personal service, post, email or facsimile transmission and:

- (a) shall be in writing to the relevant party or that party's solicitors;
- (b) shall be deemed to be duly given or made:
 - (i) if personally served upon actual receipt by that person, or
 - (ii) if sent through the post to the usual place of abode or business of the party then at the time it would in the ordinary course of post have been delivered, or
 - (iii) if delivered personally to the usual place of abode or business then upon delivery;
 - (iv) if sent by email, when the email becomes capable of being received by the recipient; or
 - (v) if sent by facsimile then when the sender's facsimile machine produces a transmission report stating that the facsimile has been successfully transmitted to the addressee's facsimile number.
- (c) A notice given by the Vendor may be signed on the Vendor's behalf and dispatched by the Vendor's solicitors as well as by the Vendor personally;
- (d) A notice given by the Purchaser may be signed on the Purchaser's behalf and dispatched by the Purchaser's solicitors as well as by the Purchaser personally.

15. GST

- (a) The parties acknowledge that the consideration for the sale of the Property was negotiated on the basis that it includes GST and that the Vendor will apply the margin scheme as provided for in Division 75 of the GST Act ("the Margin Scheme").
- (b) If for any reason the Margin Scheme is not available to the Vendor, then the price will remain inclusive of GST. In those circumstances only, the Vendor will provide the Purchaser with a valid tax invoice for the GST paid in relation to the sale.
- (c) The parties acknowledge that this clause serves as a notice from the Vendor as required by section 14-255 of the *Taxation Administration Act 1953 (C'th)* ("the TAA").
- (d) The Vendor notifies the Purchaser that the Purchaser must withhold the following amount ("the Withholding Amount") pursuant to section 14-250 of the TAA:
 - (i) If clause 15 (a) applies, then 7% of the Purchase Price; or

- (ii) If clause 15 (b) applies, then 1/11th of the Purchase Price.
- (e) The Purchaser must lodge with the Australian Tax Office ("ATO"):
 - (i) Prior to completion, a Form 1 (GST property settlement withholding notification online form) and provide the Payment Reference Number ("PRN") and Lodgment Reference Number to the Vendor along with the payment slip that contains the PRN and which is produced when the Form 1 is lodged ("the Payment Slip"); and
 - (ii) On the date of completion, a Form 2 (GST property settlement date confirmation online form).
- (f) The Purchaser must provide at completion to the Vendor's lawyer a bank cheque for the Withholding Amount payable to the Deputy Commissioner of Taxation. ("the Withholding Cheque"). The parties agree that this fulfils the Purchaser's obligation to withhold the Withholding Amount.
- (g) The Purchaser warrants that it will attend to those matters contained in clause 15(e) and (f) within the time required by those clauses.
- (h) It is a condition precedent to the Vendor's obligation to complete this Agreement that the Purchaser strictly complies with Clauses 15 (e) and (f). This condition precedent is for the sole benefit of the Vendor and may be waived by the Vendor by notice in writing.
- (i) The Vendor or the Vendor's lawyer must provide to the Purchaser an acknowledgment of receipt in relation to the Withholding Cheque.
- (j) The Vendor warrants that the Vendor will forward the Withholding Cheque, together with the Payment Slip, to the ATO, as soon as practicable after the Withholding Date.
- (k) If the Purchaser makes a nomination pursuant to clause 13 of this Agreement, then the nominee must fulfill the obligations in this clause 15.
- (l) Where one party makes a warranty to the other party in this clause 15, that party also indemnifies the other party for all liability, costs and expenses that result from any breach of that warranty.
- (m) This clause will not merge on completion of this Agreement.
- (n) In this clause:
 - (i) "GST" means the Goods & Services Tax as provided for by the GST Law;
 - (ii) "GST Act" means the New Tax System (Goods & Services Tax) Act 1999 as it stands from time to time;
 - (iii) "GST Law" means the GST Act and associated legislation including, without limitation, delegated legislation; and
 - (iv) any expression used that is defined in the GST Law has that defined meaning.
- (o) The parties will each do such acts and things in connection with the requirements of the GST Law as are necessary to give effect to the provisions of this clause.

16. INTERPRETATION

In this Agreement where the context admits:

The expression "the Vendor" shall include the Vendor and the Vendor's heirs executors administrators and assigns and if the Vendor is a company its successors and assigns;

The expression "the Purchaser" shall include the Purchaser and the Purchaser's heirs executors administrators and assigns and if the Vendor is a company its successors and assigns;

If there is more than one Vendor the covenants warranties and provisos on the Vendor's part contained shall be joint and several;

If there is more than one Purchaser the covenants warranties and provisos on the Purchaser's part contained shall be joint and several;

Headings and marginal notes are for convenience only and shall not affect interpretation;

A reference to any legislation statute or other law includes any modification re-enactment replacement or substitution of them;

Words of any gender shall include any other gender and the singular shall include the plural.

FIRST SCHEDULE

Description of Property

All that property known as lot on Sealed Plan 175586 Coventry Rise, Howrah in Tasmania and being part of the land comprised in Certificate of Title Volume 173690 Folio 50 and as shown on the plan annexed hereto and marked with the letter "A".

IN WITNESS WHEREOF the parties have signed on the date hereinbefore first written.

EXECUTED by **MALWOOD PTY LTD (ACN 009 577 931)** by its Attorney **RODERICK EDWARD SCURRAH** under Power of Attorney Registered No PA105357 and the said **RODERICK EDWARD SCURRAH** declares that he has received no revocation of the said Power of Attorney in the presence of:)
)
)
)
)
)
)

WITNESS:
FULL NAME:
ADDRESS:
OCCUPATION:

Signed by the Purchaser)
in the presence of:)
)

WITNESS:
FULL NAME:
ADDRESS:
OCCUPATION:

Signed by the Purchaser)
in the presence of:)
)

WITNESS:
FULL NAME:
ADDRESS:
OCCUPATION:

"A"

OWNER
MALWOOD P/L

FOLIO REFERENCE CT169863/200

GRANTEE
OF 730 ACRES GTD TO
F BUTLER & ANOR.

PLAN OF SURVEY
BY SURVEYOR TERENCE S CROMER
11/15 Gladstone St. Battery Point. 7004
PH 0419 353 414
e-mail: terry@cromersurveyors.com.au
www.cromersurveyors.com.au
LOCATION
CITY OF CLARENCE

Registered Number
PRELIMINARY COPY
NOT EXAMINED BY LTO
EASEMENTS TO BE
CONFIRMED

APPROVED
EFFECTIVE FROM.....

SCALE 1:750 LENGTHS IN METRES

Recorder of Titles

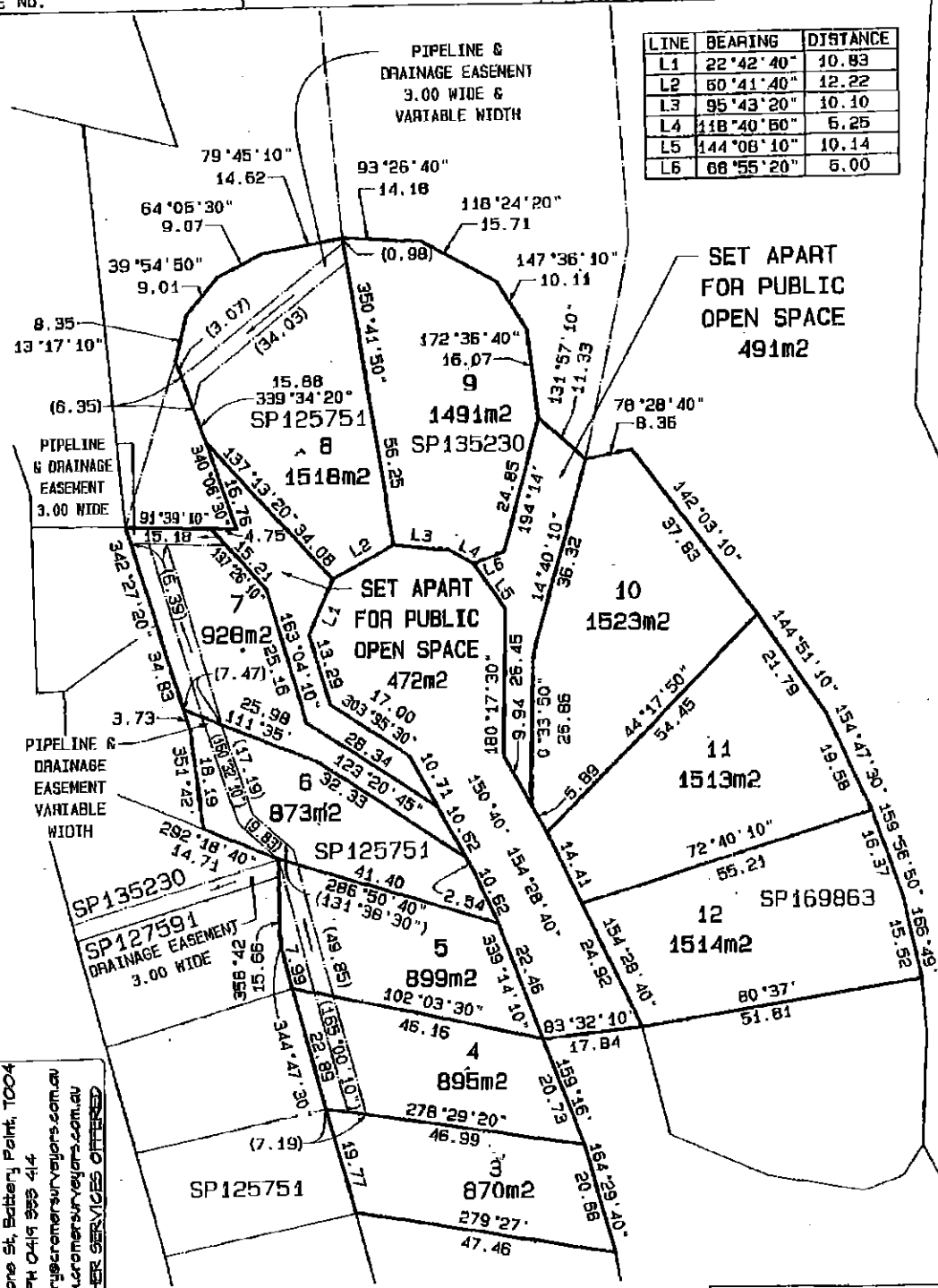
MAPSHEET MUNICIPAL
CODE No.

LAST UPT No.

LAST PLAN
No. SP169863

ALL EXISTING SURVEY NUMBERS TO BE
CROSS REFERENCED ON THIS PLAN

LINE	BEARING	DISTANCE
L1	22°42'40"	10.83
L2	60°41'40"	12.22
L3	95°43'20"	10.10
L4	118°40'50"	6.25
L5	144°08'10"	10.14
L6	68°55'20"	5.00



CROMER & PARTNERS
REGISTERED CONSULTING SURVEYORS
11/15 Gladstone St. Battery Point. 7004
PH 0419 353 414
e-mail: terry@cromersurveyors.com.au
www.cromersurveyors.com.au
FOR OTHER SERVICES OFFERED

COUNCIL DELEGATE _____ DATE _____

"B"

SCHEDULE OF EASEMENTS	Registered Number
<p>NOTE: THE SCHEDULE MUST BE SIGNED BY THE OWNERS & MORTGAGEES OF THE LAND AFFECTED.</p> <p>SIGNATURES MUST BE ATTESTED.</p>	

PAGE 1 OF 5 PAGES

EASEMENTS AND PROFITS

Each lot on the plan is together with:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as may be necessary to drain the stormwater and other surplus water from such lot; and
- (2) any easements or profits a prendre described hereunder.

Each lot on the plan is subject to:-

- (1) such rights of drainage over the drainage easements shown on the plan (if any) as passing through such lot as may be necessary to drain the stormwater and other surplus water from any other lot on the plan; and
- (2) any easements or profits a prendre described hereunder.

The direction of the flow of water through the drainage easements shown on the plan is indicated by arrows.

Lot 4 is:

SUBJECT TO a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH passing through that lot on the plan;

Subject To a pipeline and services easement in gross (in favour of TasWater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH ("the Easement Land") passing through that lot on the plan.

Lot 5 is:

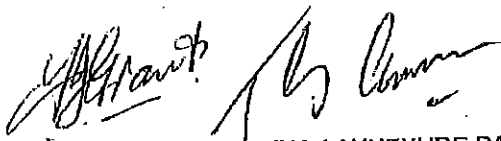
SUBJECT TO a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH passing through that lot on the plan;

SUBJECT TO a pipeline and services easement in gross (in favour of TasWater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH ("the Easement Land") passing through that lot on the plan.

Lot 6 is:

SUBJECT TO a right of drainage in gross (in favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH passing through that lot on the plan;

SUBJECT TO a pipeline and services easement in gross (in favour of TasWater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH ("the Easement Land") passing through that lot on the plan.



(USE ANNEXURE PAGES FOR CONTINUATION)

<p>SUBDIVIDER: MALWOOD P/L</p> <p>FOLIO REF: 73890/50</p> <p>SOLICITOR</p> <p>& REFERENCE: MURDOCH CLARKE</p>	<p>PLAN SEALED BY: CLARENCE CITY COUNCIL</p> <p>DATE:</p> <p>SD - 2011/30</p> <p>REF NO. _____ Council Delegate</p>
<p>NOTE: The Council Delegate must sign the Certificate for the purposes of identification.</p>	

ANNEXURE TO
SCHEDULE OF EASEMENTS
PAGE 2 OF 5 PAGES

Registered Number

SUBDIVIDER: : MALWOOD P/L

FOLIO REFERENCE: 73090/50

Lot 7 is:

SUBJECT TO a right of drainage in gross (In favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH AND OVER THE LAND MARKED PIPELINE AND DRAINAGE EASEMENT 3.00 WIDE passing through that lot on the plan;

SUBJECT TO a pipeline and services easement in gross (in favour of TasWater) over the land marked PIPELINE & DRAINAGE EASEMENT VARIABLE WIDTH AND OVER THE LAND MARKED PIPELINE AND DRAINAGE EASEMENT 3.00 WIDE ("the Easement Land") passing through that lot on the plan.

Lot 8 is:

SUBJECT TO a right of drainage in gross (In favour of Clarence City Council) over the land marked PIPELINE & DRAINAGE EASEMENT 3.00 WIDE AND VARIABLE WIDTH passing through that lot on the plan;

SUBJECT TO a pipeline and services easement in gross (in favour of TasWater) over the land marked PIPELINE & DRAINAGE EASEMENT 3.00 WIDE AND VARIABLE WIDTH ("the Easement Land") passing through that lot on the plan.

Each lot on the plan is:

TOGETHER WITH a right of drainage over the land marked DRAINAGE EASEMENT 3.00 WIDE on the plan.

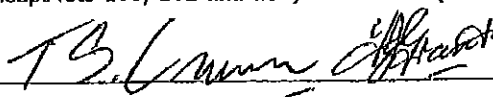
COVENANTS

The owners of lots 3-12, on the plan covenant with the Vendors, Clarence City Council and the owners for the time being of every other lot shown on the plan to the intent that the burden of this covenant may run with and bind the covenantors lot and every part thereof and that the benefit thereof shall be annexed to and devolved with each and every lot shown on the plan and with the Clarence City Council to observe the following stipulation -

1. Not to develop a habitable building on such lot unless it is located and constructed in accordance with BAL 19 in AS 3959-2009 Construction of Buildings in Bushfire Prone Areas.

FENCING PROVISION

In respect to the lots on the plan (except lots 100, 101 and 102) the Vendor (Malwood Pty Ltd) shall not be required to fence.



NOTE: Every annexed page must be signed by the parties to the dealing or where the party is a corporate body be signed by the persons who have attested the affixing of the seal of that body to the dealing.

ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 3 OF 5 PAGES	Registered Number
SUBDIVIDER: : MALWOOD P/L FOLIO REFERENCE: 73690/50	

INTERPRETATION

"TasWater" means the Tasmanian Water and Sewerage Corporation Pty Limited its successors & assigns

"Pipeline and services easement" means-

THE FULL RIGHT AND LIBERTY for the TasWater at all times to:

- (1) enter and remain upon the Easement Land with or without employees, contractors, agents and all other persons duly authorised by it and with or without machinery, vehicles, plant and equipment;
- (2) investigate, take soil, rock and other samples, survey, open and break up and excavate the Easement Land for any purpose or activity that TasWater is authorised to do or undertake;
- (3) install, retain, operate, modify, relocate, maintain, inspect, cleanse and repair the Infrastructure;
- (4) remove and replace the Infrastructure;
- (5) run and pass sewage, water and electricity through and along the Infrastructure;
- (6) do all works reasonably required in connection with such activities or as may be authorised or required by any law:
 - (a) without doing unnecessary damage to the Easement Land; and
 - (b) leaving the Easement Land in a clean and tidy condition; and
- (7) If the Easement Land is not directly accessible from a highway, then for the purpose of undertaking any of the preceding activities TasWater may with or without employees, contractors, agents and all other persons authorised by it, and with or without machinery, vehicles, plant and equipment enter the Lot from the highway at any then existing vehicle entry and cross the Lot to the Easement Land; and
- (8) use the Easement Land as a right of carriageway for the purpose of undertaking any of the preceding purposes on other land, TasWater reinstating any damage that it causes in doing so to any boundary fence of the Lot

PROVIDED ALWAYS THAT:

- (1) The registered proprietors of the Lot in the folio of the Register ("the Owner") must not without the written consent of TasWater first had and obtained (which cannot be unreasonably refused) and only in compliance with any conditions which form the consent:
 - (a) alter, excavate, plough, drill or otherwise penetrate the ground level of the Easement Land;
 - (b) install, erect or plant any building, structure, fence, pit, well, footing, pipeline, paving, tree, shrub or other object on or in the Easement Land;
 - (c) remove any thing that supports, protects or covers any Infrastructure on or in the Easement Land;

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[Handwritten signatures]

ANNEXURE TO
SCHEDULE OF EASEMENTS

PAGE 4 OF 5 PAGES

Registered Number

SUBDIVIDER: : MALWOOD P/L

FOLIO REFERENCE: 73690/50

- (d) do anything which will or might damage or contribute to damage to any of the Infrastructure on or in the Easement Land;
 - (e) In any way prevent or interfere with the proper exercise and benefit of the Easement Land by TasWater or its employees, contractors, agents and all other persons duly authorised by it; or
 - (f) permit or allow any action which the Owner must not do or acquiesce in that action.
- (2) TasWater is not required to fence any part of the Easement Land.
- (3) The Owner may erect a fence across the Easement Land at the boundaries of the Lot.
- (4) The Owner may erect a gate across any part of the Easement Land subject to these conditions:
- (a) the Owner must provide TasWater with a key to any lock which would prevent the opening of the gate; and
 - (b) if the Owner does not provide TasWater with that key or the key provided does not fit the lock, TasWater may cut the lock from the gate.
- (5) If the Owner causes damage to any of the Infrastructure, the Owner is liable for the actual cost to TasWater of the repair of the Infrastructure damaged.
- (6) If the Owner fails to comply with any of the preceding conditions, without forfeiting any right of action, damages or otherwise against the Owner, TasWater may:
- (a) reinstate the ground level of the Easement Land; or
 - (b) remove from the Easement Land any building, structure, pit, well, footing, pipeline, paving, tree, shrub or other object; or
 - (c) replace anything that supported, protected or covered the Infrastructure.

"Infrastructure" means-

Infrastructure owned or for which TasWater is responsible and includes but is not limited to-

- (a) sewer pipes and water pipes and associated valves;
- (b) telemetry and monitoring devices;
- (c) inspection and access pits;
- (d) power poles and lines, electrical wires, electrical cables and other conducting media (excluding telemetry and monitoring devices);
- (e) markers or signs indicating the location of the Easement Land, the Infrastructure or any warnings or restrictions with respect to the Easement Land or the Infrastructure;
- (f) anything reasonably required to support, protect or cover any of the Infrastructure;
- (g) any other infrastructure whether of a similar nature or not to the preceding which is reasonably required for


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ANNEXURE TO SCHEDULE OF EASEMENTS PAGE 5 OF 5 PAGES	Registered Number
SUBDIVIDER: : MALWOOD P/L FOLIO REFERENCE: 73690/50	

the piping of sewage or water, or the running of electricity, through the Easement Land or monitoring or managing that activity; and

(h) where the context permits, any part of the Infrastructure.

Executed by **MALWOOD PTY LTD** (ACN 009 577 931) under Section 127 of the Corporations Act 2001 by being signed by two directors:

Director: 
 Frederick James Grant

Director: 
 Terence Scott Cromer

EXECUTED by **MURDOCH CLARKE MORTGAGE MANAGEMENT LIMITED ACN 115 958 560** as Responsible Entity of the **MURDOCH CLARKE MORTGAGE FUND ARSN 093 255 559** by its duly authorised Attorney **PAUL KUZIS** pursuant to Power of Attorney registered on 23rd May 2013 Registered Number PA83232 having received no notice of the revocation thereof

.....
 PAUL KUZIS

WITNESS SIGNATURE:

FULL NAME OF WITNESS:

OCCUPATION OF WITNESS:

ADDRESS OF WITNESS:

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