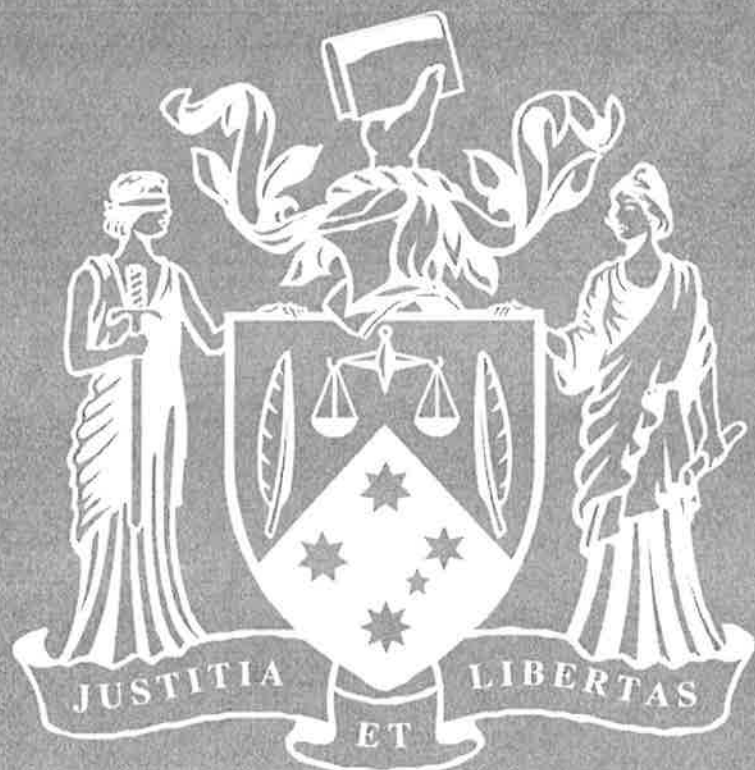


Contract of sale of land

Property: 1321 Walshs Bridge Road, Numurkah 3636



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent written notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: the 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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Disclaimer

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING CONTRACT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

..... on/...../2021

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2021

Print name(s) of person(s) signing: **DARRELL JOHN GODDEN AND GAIL FRANCES GODDEN**

.....

State nature of authority, if applicable:

The **DAY OF SALE** is the date by which both parties have signed this contract.

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Particulars of sale

Vendor's estate agent

Name: Nutrien Ag Solutions Ltd. trading as Nutrien Harcourts
 Address: 295 Benalla Road, Shepparton, VIC 3630

Email: farms@nutrien.com.au

Tel: 03 5833 0221 Mob: 0458 241 242 Fax: Ref: Michael Downie/Robert Bruns

Vendor

Name: **DARRELL JOHN GODDEN AND GAIL FRANCES GODDEN**
 Address: 1321 Walsh's Bridge Road, Numurkah Victoria, VIC 3636

Vendor's legal practitioner or conveyancer

Name: Cassidys Morrison & Teare
 Address: 82 Melville Street, Numurkah VIC 3636
 Email: emma@cmat.com.au

Tel: 5862 1444 Mob: Fax: 5862 1827 Ref: ES:1190482

Purchaser's estate agent

Name:
 Address:
 Email:
 Tel: Mob: Fax: Ref:

Purchaser

Name:
 Address:
 ABN/ACN:
 Email:

Purchaser's legal practitioner or conveyancer

Name:
 Address:
 Email:
 Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10079	Folio	048	1	PS308219E
Volume	10079	Folio	049	2	PS308219E
Volume	9505	Folio	481	1	TP845976A

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is: **1321 Walshs Bridge Road, Numurkah 3636**

Goods sold with the land (general condition 6.3(f)) *(list or attach schedule)*

All fixed floor coverings, light fittings, window furnishings, TV antenna, dishwasher, domestic pressure pump, two overhead shearing plants, water transfer pump from dam, irrigation pump, motor and associated electrical equipment.

Payment

Price	\$	
Deposit	\$	10% payable on the signing hereof
Balance	\$	payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due 60 days from the date of exchange or earlier by mutual agreement

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

- a lease for a term ending on _____ with _____ options to renew, each of _____ years
- OR
- a residential tenancy for a fixed term ending on _____
- OR
- a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount:

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

SPECIAL CONDITIONS

1. The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.
2. The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.
3. The Purchaser shall at his own cost and expense comply with any requirement pursuant to the Building Act 1993 and regulations made thereunder for the installation of a smoke alarm complying with Australian Standards 3786-1993 and shall indemnify the Vendor from and against any responsibility for compliance with any such requirement.
4. If the Purchaser shall be or include a company, the company will forthwith upon execution of this Contract procure the execution by each of its directors of the Guarantee annexed to that part of this Contract to be held by the Vendor.
5. Water Entitlements
 - (a) General Provisions
 - (i) The Vendor warrants that at the date of this Agreement they have the following water entitlements:
 - High Reliability Water Share – 102.5 megalitres(the "*Vendors Water Entitlements*").
 - (ii) In addition the Vendor has the following water licence:
WUL007653(the "*Water Licence*").
 - (iii) The Vendor advises that a Delivery Share allocation of 2.430 ML/day is attached to the land.

(b) Sale Agreement

(i) The Vendor sells and the Purchaser buys the following share of the *Vendor's Water Entitlements*:

(A) 2.50 megalitres of High Reliability Water Share;
(the "*Purchaser's Water Entitlements*")

(c) Allocation of Price

(i) The parties agree that the price allocated to the *Purchasers Water Entitlements* is \$12,500.00 (\$5,000.00 per ML).

(ii) The price payable for the *Purchasers Water Entitlements* is included in the purchase price listed in the particulars of sale.

(d) Water Allocation

(i) The parties agree that the Purchaser will receive the benefit of any water allocations made with respect to the *Purchasers Water Entitlements* at the Day of Sale together with any increase in allocation which may occur after the Day of Sale.

(ii) The Vendor hereby assigns to the Purchaser any such allocations and will sign any document as may be required by the Purchaser to obtain the registration and the benefit of the allocation or increase in allocation.

(e) Purchaser's obligations and authorities

(i) The Purchaser agrees to provide to the Vendor's Solicitor within 7 days after the Day of Sale the following documents completed to the extent possible and signed by the Purchaser:

(A) Application to transfer a High Reliability Water Share;
(B) Application to Trade Water Allocation (if any);
(C) any other documents required by the relevant authority to give effect to this agreement.

(ii) The Purchaser authorises the Vendor or the Vendor's solicitor to complete the applications and transfers referred to in the previous sub-paragraph with all details to enable the application to be made or the transfer registered including the Water Share Identification number if this is not available at the Day of Sale.

(iii) The Purchaser agrees to pay all registration costs for the Transfer of the Water Shares.

(f) Vendor's Obligations and authorities

The Vendor agrees to:

(i) complete, sign and make application to the relevant water authority for a transfer of the High Reliability Water Share. These applications must not be made earlier than 4 weeks before the settlement date;

- (ii) pay all application fees for the applications referred to in sub-paragraph e (i) (A) above;
 - (iii) do all things reasonably necessary to obtain such consent prior to settlement;
 - (iv) subject to clause 5(d)(i), not deal with the Purchasers *Water Entitlements* or water allocations in any way between the Day of Sale and the settlement date, other than in accordance with this Contract of Sale; and
 - (v) provide at settlement:
 - (A) a discharge or withdrawal of any mortgage or other encumbrances over the Purchasers *Water Entitlements*; and
 - (B) (where the Vendor is a company) such debenture release or discharge of charges as may be required by the Purchaser to give unencumbered title to the *Purchasers Water Entitlements* to the Purchaser.
- (g) Contract not Conditional
- (i) This Contract of Sale is not subject to the approval of the Minister or delegated authority to the transfer of the High Water Share and the Trade of Water Allocation (if any) and the Purchaser shall be obliged to complete the purchase notwithstanding that the approval has not been obtained by the date fixed for settlement.
 - (ii) If the approval of the minister or delegated authority to the transfer of the High Reliability Water Share has not been obtained before the date fixed for settlement the purchaser may withhold payment of the sum of \$12,500.00 (TWELVE THOUSAND, FIVE HUNDRED DOLLARS) at settlement to be held in the Vendor's Solicitor's trust account and the same shall not be payable to the Vendor until delivery by the Vendor to the Purchaser of a registrable transfer of Water Share.
- (h) Co-operation Between Parties
- (i) Each party agrees to co-operate and liaise fully with the other party, in order to ensure that this clause 4 is implemented effectively.
 - (ii) The parties acknowledge as a result of the *Water (Resource Management) Act 2005* and *Water (Governance) Act 2006*, unforeseen changes may be required to this clause 4 to give effect to the agreement between the parties. Each party undertakes to act in good faith to negotiate such amendments or additions.
 - (iii) Each party must do anything (including execute any document) and must ensure that its employees and agents do anything (including executing any document) that the other party may reasonably require to give effect to this Agreement and the transactions contemplated by it.
- (i) Expiry of Ministerial Approval
- In the event that the approvals required to be obtained from the Minister or his delegated authority expire prior to registration of the Transfer of Water Shares, the Vendor agrees to sign all necessary documents provided by the Purchaser and do all things reasonably practicable (including doing the water identification check) and to provide such documents to the Purchaser to enable the Purchaser to give effect to this agreement. Any such further applications will be at the cost of the Purchaser.

(j) Non Merger

This clause 5 will not merge upon settlement and will have full standing effect notwithstanding settlement having taken place.

6. Notwithstanding anything to the contrary contained in General Condition 23, the parties agree that all charges imposed by the applicable Rural Water Authority for any entitlement received by the property hereby sold shall be adjusted between them at settlement on the following basis:

Firstly – The infrastructure access fee applicable to all properties hereby sold and applicable to the Water Shares also sold shall be adjusted on an irrigation time basis.

Secondly – All other Goulburn Murray Water charges (including without limiting the general nature of this clause – entitlement storage fees, consumptive charges for surface drainage water use fee, infrastructure use fee, sub-surface drainage water usage fee, drainage diversion agreement fee) shall be adjusted on a water use basis.

It shall be the Purchaser's responsibility to obtain a meter reading of the water entitlement (where it is capable of being read). Where a meter reading is not applicable or incapable of being read all other Goulburn Murray Water charges shall be adjusted on an annual time basis.

Any government assistance or drought rebate with respect to Goulburn Murray Water charges shall be brought into account for adjustment purposes for the benefit of both parties.

7. The Vendor shall execute such documents as may be required by the Purchaser prior to settlement to enable the Purchaser to lodge a Transfer of Private Works Licence –NMVW145. There shall be no requirement of the Vendor to provide the original Licence at settlement. The Purchaser shall prepare the required Application for Transfer of the said Licence and shall pay all fees to Goulburn Murray Water in relation to lodging such Licence. This Contract of Sale is not subject to the approval of the Transfer of the said Private Works Licence and settlement shall take place regardless of such approval being in place on settlement date.
8. The Purchaser acknowledges:-
- (a) except as contained in this Contract and the Vendor's Statement no information, representation or warranty by the Vendor, the Vendor's Agent or the Vendor's Solicitors was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser;
 - (b) except as contained in this Contract and the Vendor's Statement no information, representation or warranty has been relied upon; and
 - (c) this Contract and the Vendor's Statement constitute the entire agreement between the parties for the sale and purchase of the property and supersedes all previous negotiations and agreements in relation to the sale and purchase of the property.
9. The Purchaser acknowledges that the septic tank located on the property hereby sold may be the subject of a warning or subsequent inspection and notice by Moira Shire Council. The Purchaser accepts the current state and condition of the septic tank and shall not make any claim or requisition with respect to the septic tank and in the event of any future requirements by the Moira Shire Council, the Purchasers shall be responsible for any such requirements.

10. Farming business

10.1 In this clause:

"GST" refers to goods and services tax under *A New Tax System (Goods and Services Tax) Act 1999* ("*GST Act*") and the terms used to have the meanings as defined in the GST Act.

10.2 The vendor warrants that a farming business has been carried on the land comprised in this sale for more than five years before the date of this agreement.

10.3 The purchaser warrants that, on and after completion of this sale, a farming business will be carried on the land.

10.4 In the event of the vendor being liable for GST, because of the purchaser's failure to comply with 10.3:

- (a) the purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by Correspondence or an assessment from the Commissioner, the amount of the GST, including any additional penalty and interest;
- (b) the vendor shall deliver to the purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.

11. The parties acknowledge that the Vendor has provided the notice referred to in General Condition 15B.8 by confirming that the purchaser is not required to make a payment pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

12. The Vendor warrants that there are no outstanding matters in relation to any Connection Agreements between the Vendor and Goulburn Murray Water, save for the registration of Creation of Easement in favour of the land, copy of which is attached, marked "A".

13. Notwithstanding general condition 17.1, the parties agree to enter into the attached Licence Agreement prior to settlement. This clause shall not merge on completion.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THE Vendor shall have the fullest liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers rights authorities and discretions conferred by the said Contract of Sale on it and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the monies owing or any other covenants contained or implied in the said Contract of Sale or any other remedies or securities available to the Vendor and the Guarantor shall not be released by any exercise by the Vendor of its liberty with reference to the matters aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which by Contract of Sale or any other remedies or securities available to operation of law would but for this provision have the effect of so releasing the Guarantor.
- B. THIS Guarantee shall be a continuing Guarantee and shall not be considered as wholly discharged by the payment at any time hereafter of any part of the monies hereby secured or by any settlement of account, intervening payment or by any other matter or thing whatsoever except the payment by the Purchaser of the whole of the purchase price, interest and other monies payable by the Purchasers under the said Contract of Sale.

- C. THIS Guarantee shall not be determined by the liquidation of the Guarantor and shall bind the successors or assignees of the Guarantor.
- D. THIS Guarantee shall not be affected or prejudiced by any variation or modification of the terms of the said Contract of Sale except that the Contract as varied or modified shall thereafter be deemed to be the Contract of Sale referred to herein or by the Transfer or partial Transfer of any part of the land to the Purchaser pursuant to the terms thereof.
- E. This Guarantee shall not affect or be affected by any or any further security now or hereafter taken by the Vendor or by any loss by the Vendor of such collateral or other security or otherwise any of the moneys at any time owing under the said Contract of Sale to the Vendor or by any laches or mistake on the part of the Vendor.
- F. THIS Guarantee and Indemnity shall at all times be valid and enforceable against the Guarantor notwithstanding:-
 - (a) That the contract for the repayment of the moneys hereby secured is void or cannot be legally enforced against the Purchaser for reasons arising out of an act, omission, state or condition of the Purchaser.
 - (b) That the Purchaser was prohibited (whether expressly or by implication) by law contract or otherwise from entering into the said Contract of Sale or was without the capacity or under some legal disability in respect thereof;
 - (c) That the Vendor had or ought to have had knowledge of any matters referred to in sub-paragraph (b) of this clause.
- G. UNTIL the Vendor shall have received all monies payable to it under the said Contract of Sale the Guarantor shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any dividend or payment on the winding up of the Purchaser and in the event of the Purchaser going into liquidation or assigning its assets for the benefit of its creditors or making a deed or arrangement or a composition in satisfaction of its debts or a scheme of arrangement of its affairs the Guarantor shall not be entitled to prove or claim in the liquidation of the Purchaser in competition with the Vendor so as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such winding up and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantor to the full amount of this Guarantee the monies due to the Vendor. The Guarantor further covenants with the Vendor after the Purchaser shall have gone into liquidation to pay to the Vendor all

sums of money received by the Guarantor for credit of any account of the Purchaser and for which the Guarantor may in any liquidation or official management of the Purchaser be obliged to account or may in its discretion so account.

- H. ANY demand or notice to be made upon the Guarantor by or on behalf of the Vendor hereunder shall be deemed to be duly made if the same be in writing and signed by a Director of the Vendor or by any Solicitor purporting to act for the Vendor or by any other person duly authorised by the Directors of the Vendor to make such demand on behalf of the Vendor and the same may be left at or sent through the post in a prepaid registered letter addressed to the Guarantor at its address as hereinbefore provided.
- I. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- J. THIS Guarantee shall enure for the benefit of the Vendor and its successors and transferees.
- K. FOR the consideration aforesaid and as a separate and coverable covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only by reason of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.
- L. NOTWITHSTANDING anything else herein contained (but subject to Clause F(a) and K hereof) the Guarantor shall not be liable, in any circumstances whatsoever, for any amount whatsoever in excess of the amount for which the Purchaser shall be liable under the said Contract and upon payment to the Vendor of all monies payable as aforesaid under the said Contract and any monies payable under clause F(a) and K hereof (if any) whether by the Purchaser or by the Guarantor or otherwise then this Guarantee shall be at an end and the Guarantor shall be forever freed and discharged from all of its provisions.

..... (“LICENSOR”)

AND

DARRELL JOHN GODDEN AND GAIL FRANCES GODDEN (“LICENSEE”)

LICENCE AGREEMENT

For seller to retain possession after completion of the sale

Cassidys Morrison & Teare
82 Melville Street
Numurkah VIC 3636
PO Box 129, Numurkah 3636
Phone: 5862 1444
Fax: 5862 1827
Email: emma@cmat.com.au
Ref: ES:1190482

THIS AGREEMENT dated day of 2021

BETWEEN

.....
(Licensor)

AND DARRELL JOHN GODDEN AND GAIL FRANCES GODDEN of 1321
Walsh's Bridge Road, Numurkah, Vic 3636 (**Licensee**)

RECITALS

- A. By contract for sale dated..... (the contract) the licensee agreed to sell and the licensor agreed to purchase the property known as 1321 Walshs Bridge Road, Numurkah.
- B. The parties have agreed to allow the seller to retain possession of the residence, residence chattels, nearby shed, garden and surrounds on approximately 1.5ha following completion on the terms and conditions herein contained.
- C. The sale is due for completion on

OPERATIVE PART

The parties agree as follows:

- 1. The licensor grants the licensee a licence to occupy the property as a residence at a monthly licence fee of \$400.00 for 12 months from the date of settlement.
- 2. The licensee has the option to terminate the agreement at any time during the term, free of penalties, upon the licensee giving the licensor one months' notice in writing.
- 3. The risk of the property remains with the licensor however the licensee hereby indemnifies and holds harmless the licensor from all claims costs losses and damages suffered by the licensor as a result of the licensee's occupation of the property.
- 4. This agreement does not create the relationship of landlord and tenant between the parties.
- 5. This agreement is personal to the licensee and cannot be assigned and the licensee must not let or part with possession of the property or any part thereof or any improvements or inclusions thereon.
- 6. The licensee must not make any additions or alterations to the property without the licensor's prior approval in writing.

-
7. The licensee must keep the property in the condition and state of repair as at the date of settlement and must allow the licensor and the licensor's agents to inspect the property at all reasonable times.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY LICENSOR in the) presence of:) Signature
..... Signature of witness	
..... Print name of witness	

(OR IF EXECUTED BY COMPANY)

SIGNED BY LICENSOR in accordance) with Section 127 of the Corporations) Act 2001:) Signature
--	--------------------

SIGNED BY LICENSEE, DARRELL) JOHN GODDEN AND GAIL) FRANCES GODDEN in the presence) of:) Signature
..... Signature of witness	
..... Print name of witness	