

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.
The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land

Lot 2 on proposed Plan - 93 Gordon Avenue, Colignan 3494
Lot 2 on proposed Plan of Subdivision prepared by Freeman & Freeman Licensed Land Surveyors bearing reference number 9384/P and being PART of the land contained in Certificate of Title Volume 8375 Folio 339 and Certificate of Title Volume 9239 Folio 217

Vendor's name

Marina Nikolaevna Milne

Date

23 / 1 / 2018

Vendor's signature

M. Milne

Purchaser's name

Date

/ /

Purchaser's signature

Purchaser's name

Date

/ /

Purchaser's signature

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings (and any interest on them)

(a) Their total does not exceed

\$3,500.00

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described in this rectangular box.

refer below

Annual increase in municipal and water rates. Water by measure. Any supplementary Council valuations.

1.2 Particulars of any Charge (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not Applicable.

1.4 Sale Subject to Mortgage

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable.

2.2 Owner Builder

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

Is in the attached copies of title documents.

(c) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction save for possible "IMPLIED EASEMENTS" as prescribed under Section 148 of the Water Act 1989. The Water Corporation may have policies in place which prohibits the placement of buildings and or structures over sewer easements.

3.2 Road Access

There is NO access to the property by road if the square box is marked with an 'X'

☐

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993* if the square box is marked with an 'X'

☐

3.4 Planning Scheme

The required specified information is as follows:

Name of planning scheme

Mildura

Name of responsible authority

Mildura Rural City Council

Zoning of the land

Refer To Attached Property Report

Name of planning overlay

Refer To Attached Planning Property Report

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

4.2 Agricultural Chemicals

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

None to the Vendor's knowledge

4.3 Compulsory Acquisition

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

None to the Vendor's knowledge

5. BUILDING PERMITS

Particulars of any building permit issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*.

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

(a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed.

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the *Building Energy Efficiency Disclosure Act 2010* (Cth)

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

Is attached.

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

- Special Conditions 1 - 7
- Plan of Proposed Subdivision prepared by Freeman & Freeman Licensed Land Surveyors bearing Reference number 9384/P

- Mildura Rural City Council letter dated 10 January 2018 together with Planning Permit Application No. 005.2017.00000283.001 for a Two Lot Subdivision (Boundary Realignment)
- Register Search Statement Volume 8375 Folio 339
- Plan TP 125335H
- Register Search Statement Volume 9239 Folio 217
- Plan TP 218258G
- Property Report
- Planning Property Report
- Lower Murray Water Rural Account (not yet rated separately)
- Copy of Record in the Victorian Water Register Licence to Operate Works WLE003571
- Due Diligence Checklist
- Guarantee and Indemnity

THE FOLLOWING CONDITIONS SHALL FORM PART OF ANY CONTRACT TO WHICH THIS VENDORS STATEMENT IS ANNEXED AND SUBSEQUENTLY ENTERED INTO BETWEEN THE VENDOR AND ANY PURCHASER. THESE CONDITIONS SHALL TAKE EFFECT NOTWITHSTANDING ANY CONFLICTING STANDARD CONDITIONS SET OUT IN OR INCORPORATED BY REFERENCE TO THE CONTRACT

1. Nil Water Entitlement

- 1.1. The Purchaser acknowledges that nil water entitlement included in this sale.

2. Water Use Licence

- 2.2 The Vendor shall at settlement transfer to the Purchaser the following:-

- (i) delivery share licence held in association with the land sold herein;
- (ii) works licence held in association with the land sold herein;
- (iii) water use licence held in associated with the land hereby sold with an Annual Use Limit of 145 megalitres.

- 2.3 Each party must do all things and sign all documents reasonably required in order to give effect to Special Condition 2.2. The Purchaser must sign any Application form and submit it to the Vendor's Solicitor fourteen (14) days prior to settlement. The Purchaser shall be responsible for the payment of the Transfer fees to associate the Purchaser with the Works Licence and Water Use Licence.

3. Lower Murray Rural & Urban Water Corporation any additional fees

- 3.1 The Purchaser acknowledges that they will be responsible for any additional fees levied by the Lower Murray Rural & Urban Water Corporation in providing supply of water to the land sold including without limiting the generality thereof the provision of an outlet and meter.

4. Subdivision of Holding

- 4.1 This Contract is conditional upon the Subdivision of Holding at the Vendor's cost with Lower Murray Rural & Water Corporation prior to settlement.

5. Plan of Subdivision

- 5.1 This Contract is conditional upon the sealing and approval for registration of the proposed Plan of Subdivision prepared by Freeman & Freeman Licensed Land Surveyors bearing Reference No. 9384/P within eighteen (18) months from the date hereof. If the said proposed Plan of Subdivision is not so sealed and approved within eighteen (18) months of the date hereof the Purchaser may at any time after the expiration of the said period of eighteen (18) months but before the said proposed Plan of Subdivision is so sealed and approved, rescind this Contract. If the Purchaser rescinds under this Special Condition the full deposit paid by the Purchaser under this Contract is recoverable by the Purchaser.

- 5.2 The Vendor will do all things reasonably necessary to secure the aforesaid proposed Plan

of Subdivision by the Municipality and Registrar of Titles respectively as quickly as practicable.

- 5.3 The Vendor reserves the right to make any variation or alteration to the said proposed Plan of Subdivision to secure the sealing and approval thereof by the Municipality and by the Registrar of Titles.
- 5.4 The Purchaser shall not make any requisition or objection or make any claim for compensation in respect of:
- (i) any variation between the land hereby sold as inspected by them and the land shown on the Plan of Subdivision as so approved;
 - (ii) any alteration to the number size or location of any land on the said Plan of Subdivision.
- 5.5 The Purchaser undertakes that it will not lodge a Caveat against the Title to the land hereby sold pending approval of the said proposed Plan of Subdivision by the Registrar of Titles.

6. Settlement date

- 6.1 Settlement shall take place on the later of –
- (i) The date set out in the Contract herein or within fourteen (14) business days from the date the Purchaser receives notification of the registration of the Plan of Subdivision;
 - (ii) Completion of Subdivision of Holding with Lower Murray Rural & Urban Water Corporation (Special Condition 4 herein).

7. Guarantee and Indemnity

- 7.1 Should the Purchaser be a Company the Purchaser shall forthwith upon execution of this Contract procure the execution by its Directors of the Guarantee annexed herein.

8. Working Possession

- 8.1 On payment of the deposit the Purchaser shall be entitled to enter upon and work the said land but the same shall not be deemed to constitute taking of possession or as conferring any entitlement to occupation or possession of the land within the meaning of Section 29A of the Sale of Land Act 1962 until payment of the balance of purchase monies. The Purchaser shall be deemed as a contractor only working the said land.
- 8.2 At settlement all rates and taxes and similar outgoings shall be adjusted between the parties as at the date of which the Purchaser commenced to work the land pursuant to this clause. It is agreed between the parties that the Purchaser commenced to work the land on _____.
- 8.3 The Purchaser acknowledges that it takes, uses and occupies the land hereby sold, at the Purchaser's risk and hereby indemnifies the Vendor against any claim for damages or any injury or damage whatsoever the Purchaser, its invitees and other persons acting on behalf of the Purchaser, save to the extent caused or contributed to by the Vendor or any person acting on behalf of the Vendor.
- 8.4 The Purchaser shall effect an appropriate public risk insurance policy to a minimum indemnity of 10 million in respect of the land hereby sold and if so required by the Vendor produce evidence of such insurance.
- 8.5 The Purchaser acknowledges that prior to taking working possession of the land hereby

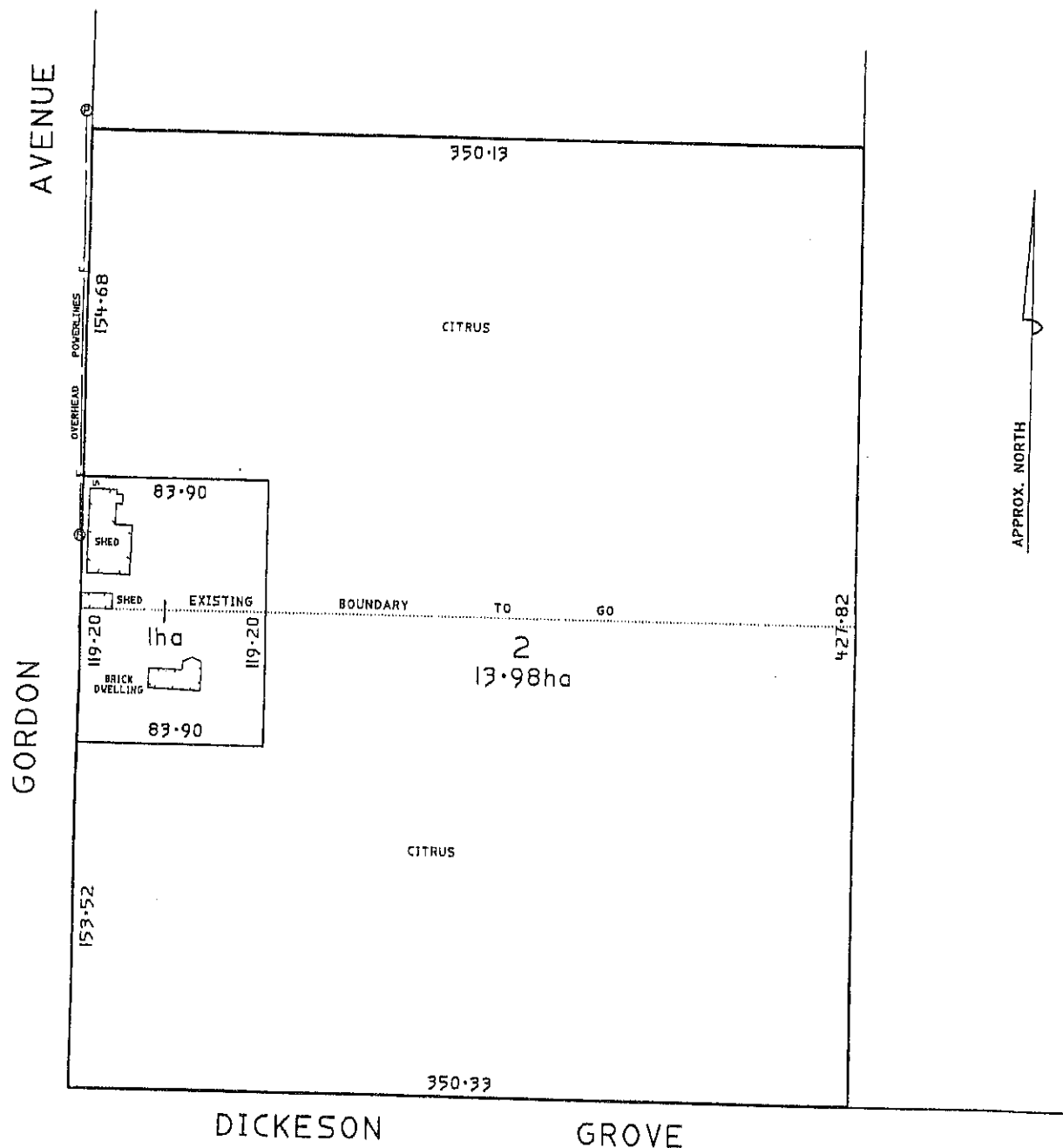
sold it has inspected the said land and accepts the land in its order and condition as at the day of sale of this Contract and shall make no objection, requisition or claim for compensation in respect of any alleged defect relating to the said land.

- 8.6 The Purchaser will well and truly cultivate redevelop manure the land and irrigation in the best and approved viticultural methods and use all proper and due course of viticultural practices and use reasonable endeavours to keep the property free from fungal and disease and obnoxious weeds.
- 8.7 The Purchaser shall not be entitled to assign its interest pursuant to this Special Condition.
- 8.8 The Purchaser releases and discharges the Vendor from all claims, costs, expenses, damages to the property or injury to persons which may be suffered or incurred in the exercise of the Purchaser of its rights pursuant to this Special Condition and agrees to indemnify and keep indemnified against any liability for damage, loss or injury to property or person whatsoever which may hereinafter be made by any person or persons as a result of any negligent act or negligent admission on behalf of the Purchaser or any person acting on behalf of the Purchaser save to the extent caused or contributed to by the Vendor or any person acting on behalf of the Vendor.

9. Crop

- 9.1 The Purchaser acknowledges that the Valencia crop is not included in the sale.

PLAN OF PROPOSED
OF REALIGNMENT OF TITLE BOUNDARIES
LAND IN TP 125335H & TP 218258G
BEING LOTS 26 & 27 ON LP 31985
93 GORDON AVENUE,
COLIGNAN



NOTES:

PLAN FOR PLANNING PURPOSES ONLY.

DIMENSIONS AND DETAILS SHOWN ARE APPROXIMATE ONLY
AND ARE SUBJECT TO FINAL SURVEY & APPROVAL.

FREEMAN & FREEMAN

LAND SURVEYORS
PO BOX 2135 MILDURA VIC 3502
TELEPHONE: (03) 50236239
EMAIL: ffsurvey@ncable.com.au

ORIGINAL
SHEET
SIZE
A3

SCALE
1:2000

SCALE

20 0 20 40 60 80
LENGTHS ARE IN METRES

REF 9384/P

DATE MAY 2016

VERSION 2



Mildura Rural City Council

File: 005.2017.00000283.001
10 January 2018

Mr Michael Freeman
Freeman & Freeman
PO Box 2135
MILDURA VIC 3502

Dear Michael

**TWO LOT SUBDIVISION (BOUNDARY REALIGNMENT)
93 GORDON AVENUE COLIGNAN
YOUR REF: 9384**

I wish to advise you that your application for the above planning permit has been approved by Council's Delegate. Please find enclosed your copy of the permit.

Please ensure that you read the conditions relating to this permit carefully, as Council's approval is subject to the proposal complying with all permit conditions. In addition, any plan endorsed under this permit forms part of the permit and cannot be amended without Council's written consent.

The granting of this permit does not absolve the person to whom it is granted, or any other person, from complying with any other local law, statute or regulation, including obtaining a building permit if required.

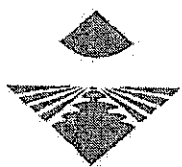
Should you require any further information, please contact Ms Donna Clode, Town Planner, on (03) 5018 8406.

Yours sincerely

**ANDREA COLLINS
SENIOR TOWN PLANNER**

enc

AC/nl



Mildura Rural City Council

PLANNING PERMIT

(Form 4)

Application No: 005.2017.00000283.001

Planning Scheme: Mildura Planning Scheme

Responsible Authority: Mildura Rural City Council

ADDRESS OF THE LAND:

93 Gordon Avenue COLIGNAN, Lot: 26 LP: 31985, Lot: 1 TP: 218258

THE PERMIT ALLOWS:

Two Lot Subdivision (Boundary Realignment)

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

- (1) The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.
- (2) The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
- (3) All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the plan of subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
- (4) The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
- (5) Site sub-soil drains to be cut off/diverted in accordance with Council requirements prior to the issue of Statement of Compliance.
- (6) This permit will expire if one of the following circumstances applies:
 - a) The subdivision is not certified within two years of the date of this permit.
 - b) The subdivision is not completed within five years of the date of certification.

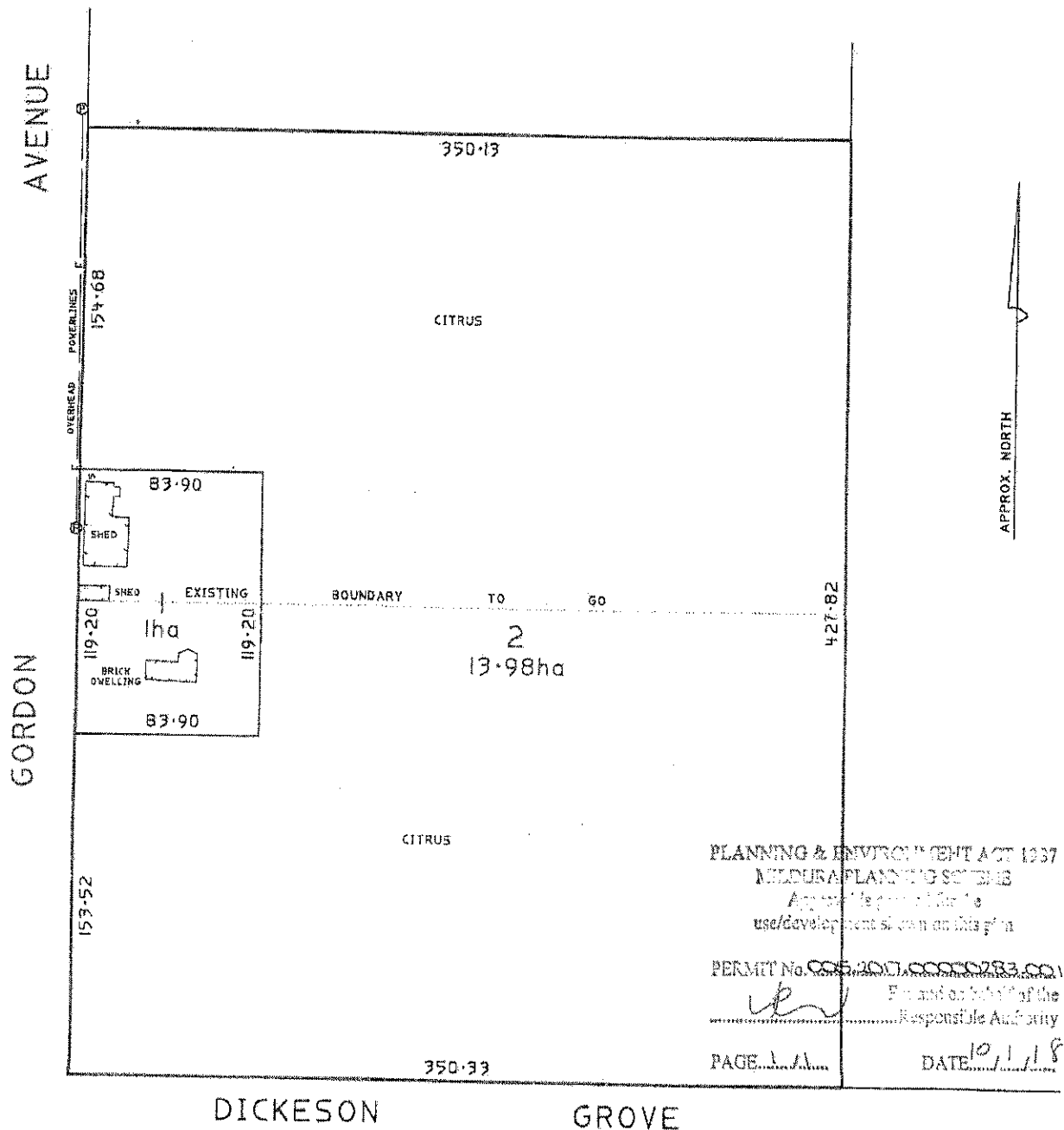
The permit time may be extended pursuant to Section 69 of the Planning and Environment Act 1987 if a written request is received before the permit expires or within 6 months of the expiry date if the Plan of Subdivision has not been certified.

Date Issued: 10/01/2018

**Signature for
the Responsible
Authority**

**MANDY WHELAN
GENERAL MANAGER
DEVELOPMENT**

PLAN OF PROPOSED
BOUNDARY REALIGNMENT SUBDIVISION
LOT 26 ON LP 31985 & LOT 1 ON TP 218258G
AT 93 GORDON AVENUE, COLIGNAN



NOTES:

PLAN FOR PLANNING PURPOSES ONLY.

DIMENSIONS AND DETAILS SHOWN ARE APPROXIMATE ONLY
AND ARE SUBJECT TO FINAL SURVEY & APPROVAL.

FREEMAN & FREEMAN

LAND SURVEYORS
PO BOX 2135 MILDURA VIC 3502
TELEPHONE: (03) 50236239
EMAIL: ffsurvey@ncable.com.au

ORIGINAL
SHEET
SCALE
A3 1:2000

SCALE
20 0 20 40 60 80
LENGTHS ARE IN METRES

REF 9384/P
DATE SEPT. 2017
VERSION 3

RECEIVED

Register Search Statement - Volume 8375 Folio 339

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 08375 FOLIO 339

Security no : 124068178360Q
Produced 17/09/2017 10:05 am.

LAND DESCRIPTION

Lot 26 on Plan of Subdivision 031985.
PARENT TITLE Volume 06857 Folio 371
Created by instrument B052387 06/09/1960

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARINA NIKOLAEVNA MILNE of 93 GORDON AVENUE NANGILOC VIC 3494
AH446492E 23/08/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ746602K 22/06/2012
BENDIGO AND ADELAIDE BANK LTD
TRANSFER OF MORTGAGE AL238318X 18/07/2014

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP125335H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 93 GORDON AVENUE COLIGNAN VIC 3494

ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from
21/07/2017

DOCUMENT END

Delivered from the Landata ® System by SAI Global Property Division Pty Ltd

Delivered at 17/09/2017, for Order Number 46630216. Your reference: 9384.

TITLE PLAN		EDITION 1	TP 125335H
Location of Land Parish: COLIGNAN Township: Section: Crown Allotment: Crown Portion: Last Plan Reference: LP 31985 Derived From: VOL 8375 FOL 339 Depth Limitation: 50 FEET		Notations IN THE MALLEE COUNTRY FOR THE PURPOSES OF THE LAND ACT. ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN	
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 04/08/2002 VERIFIED: AP	
LENGTHS ARE IN LINKS Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets	

Register Search Statement - Volume 9239 Folio 217

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 09239 FOLIO 217

Security no : 124068178359R
Produced 17/09/2017 10:05 am

LAND DESCRIPTION

Lot 1 on Title Plan 218258G.
PARENT TITLE Volume 08375 Folio 338
Created by instrument G807127 29/09/1977

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARINA NIKOLAEVNA MILNE of 93 GORDON AVENUE NANGILOC VIC 3494
AH446492E 23/08/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ746602K 22/06/2012
BENDIGO AND ADELAIDE BANK LTD
TRANSFER OF MORTGAGE AL238318X 18/07/2014

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP218258G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 93 GORDON AVENUE COLIGNAN VIC 3494

ADMINISTRATIVE NOTICES

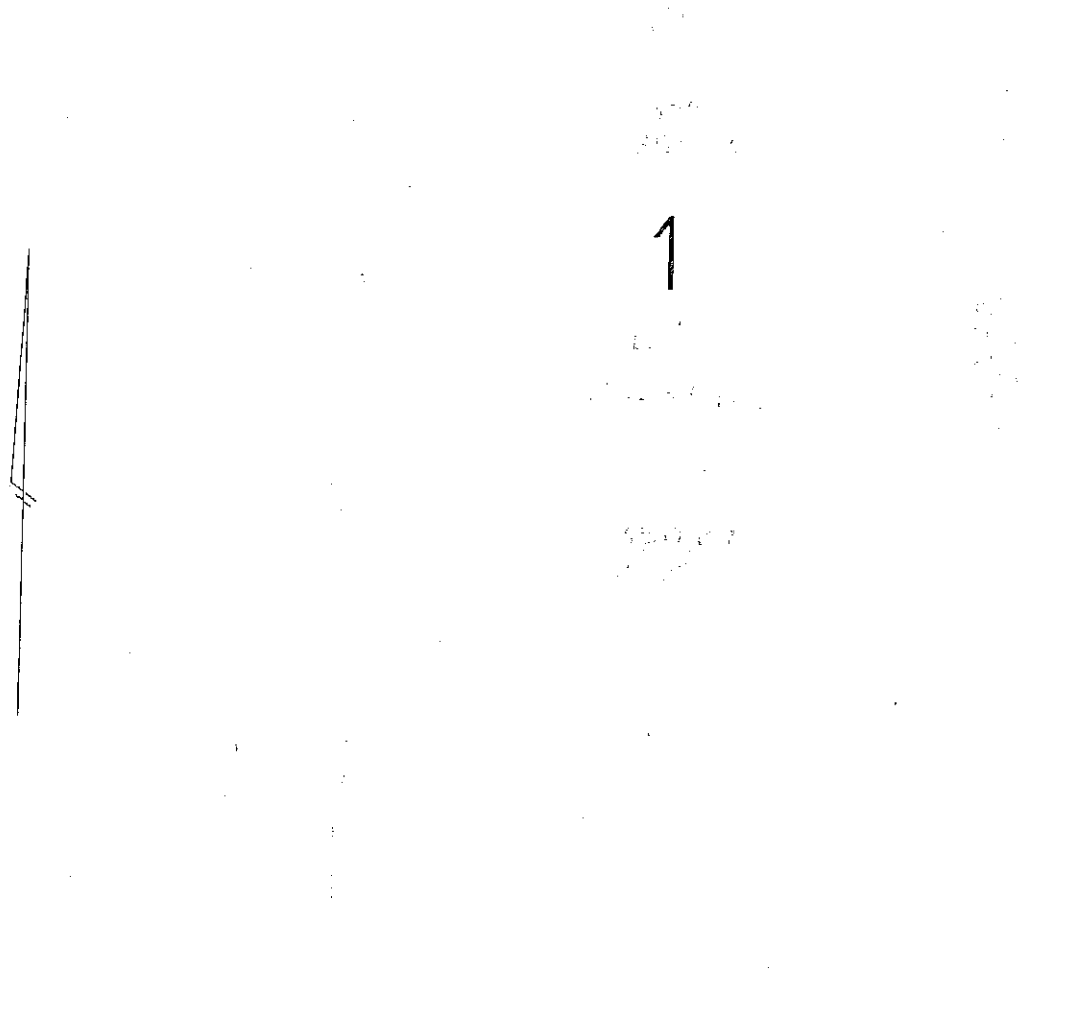
NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from
21/07/2017

DOCUMENT END

Delivered at 17/09/2017, for Order Number 46630216. Your reference: 9384.

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TITLE PLAN		EDITION 1	TP 218258G						
Location of Land Parish: COLIGNAN Township: Section: Crown Allotment: Crown Portion: Last Plan Reference: LP31985 Derived From: VOL 9239 FOL 217 Depth Limitation: 15.24 m		Notations IN THE MALLEE COUNTRY FOR THE PURPOSES OF THE LAND ACT ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 16/11/1999 VERIFIED: CL							
 1									
<table border="1"><thead><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr></thead><tbody><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = LOT 27 ON LP31985</td></tr></tbody></table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = LOT 27 ON LP31985	
TABLE OF PARCEL IDENTIFIERS									
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962									
PARCEL 1 = LOT 27 ON LP31985									
LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links							
		Sheet 1 of 1 sheets							

**Property Report** from www.land.vic.gov.au on 26 October 2017 12:36 PM

Address: 93 GORDON AVENUE COLIGNAN 3494

Lot / Plan: This site has 2 parcels. See table below.

SPI (Standard Parcel Identifier): See table below.

Local Government (Council): MILDURA **Council Property Number:** 21163

Directory Reference: VicRoads 6 G2

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Parcel Details

Lot/Plan or Crown Description	SPI
Lot 26 LP31985	26\LP31985
Lot 1 TP218258	1\TP218258

State Electorates

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: MILDURA

Utilities

Regional Urban Water Business: Lower Murray Water

Rural Water Business: Lower Murray Urban and Rural Water

Melbourne Water: outside drainage boundary

Power Distributor: POWERCOR (Information about [choosing an electricity retailer](#))

Planning Zone Summary

Planning Zone: [FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)

Planning Overlay: None

Further Planning Information

Planning scheme data last updated on 25 October 2017.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may apply to the land.

To obtain a **Planning Certificate** go to [Titles and Property Certificates](#)

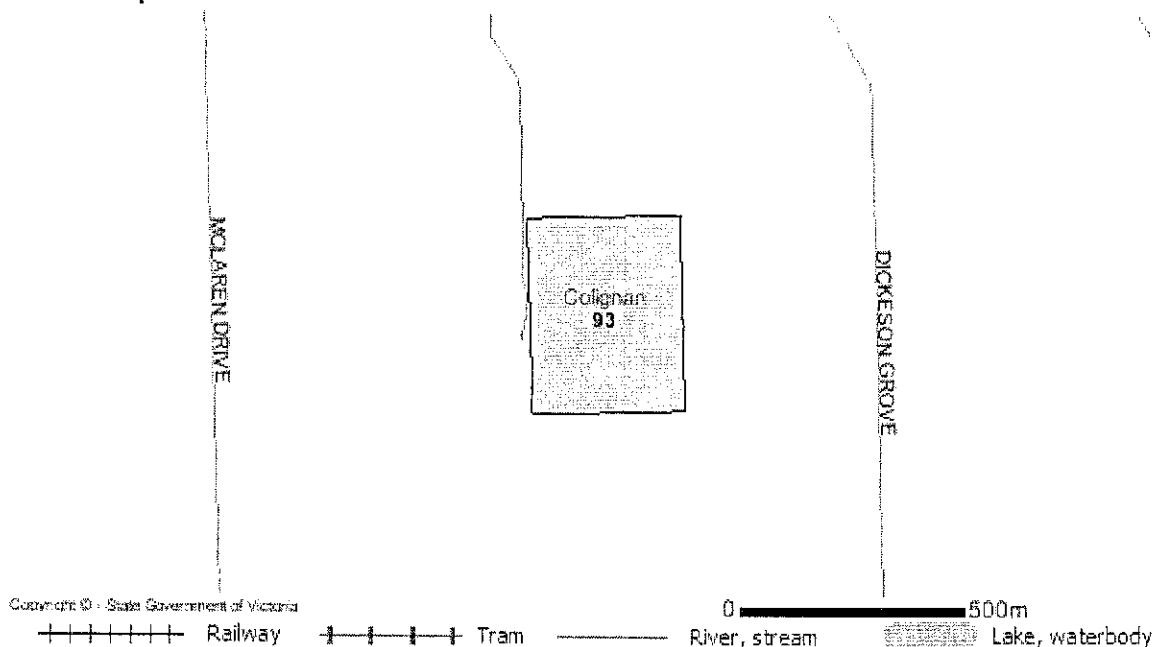
The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

Area Map



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Department of
Environment, Land,
Water and Planning

Planning Property Report

From www.planning.vic.gov.au on 26 October 2017 12:36 PM

Address: 93 GORDON AVENUE COLIGNAN 3494

Lot / Plan: Lot 26 LP31985

This property has a total of 2 parcels.

For full parcel details go to [Property Reports](#) and get a free Basic Property Report

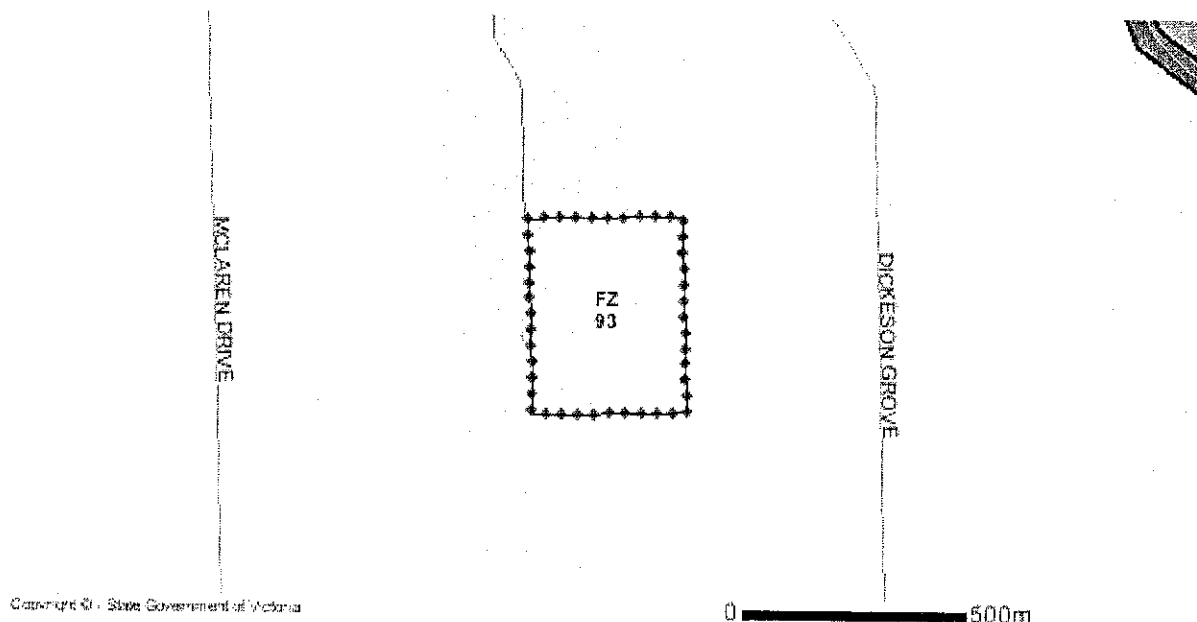
Local Government (Council): MILDURA Council Property Number: 21163

Directory Reference: VicRoads 6 G2

Planning Zone

FARMING ZONE (FZ)

SCHEDULE TO THE FARMING ZONE (FZ)



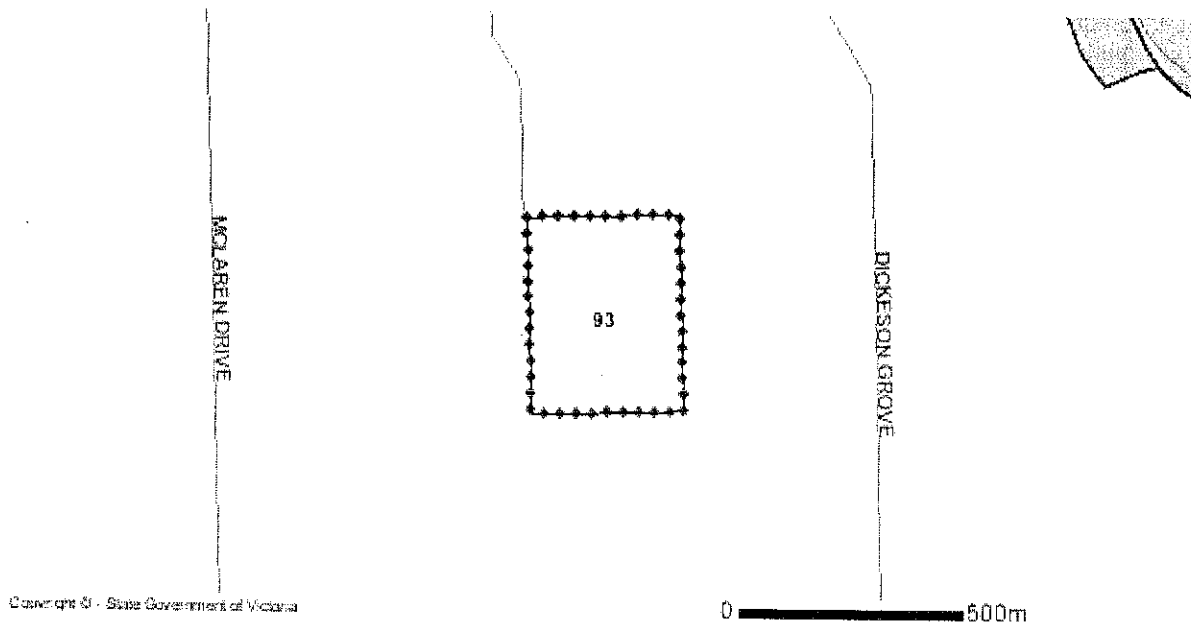
Note: labels for zones may appear outside the zone boundary - please compare the labels with the legend.

Zones Legend

	ACZ - Activity Centre		IN1Z - Industrial 1		R1Z - General Residential
	B1Z - Commercial 1		IN2Z - Industrial 2		R2Z - General Residential
	B2Z - Commercial 1		IN3Z - Industrial 3		R3Z - General Residential
	B3Z - Commercial 2		LDRZ - Low Density Residential		RAZ - Rural Activity
	B4Z - Commercial 2		MUZ - Mixed Use		RCZ - Rural Conservation
	B5Z - Commercial 1		NRZ - Neighbourhood Residential		RDZ1 - Road - Category 1
	C1Z - Commercial 1		PCRZ - Public Conservation & Resource		RDZ2 - Road - Category 2
	C2Z - Commercial 2		PDZ - Priority Development		RGZ - Residential Growth
	CA - Commonwealth Land		PPRZ - Public Park & Recreation		RLZ - Rural Living
	CCZ - Capital City		PUZ1 - Public Use - Service & Utility		RUZ - Rural
	CDZ - Comprehensive Development		PUZ2 - Public Use - Education		SUZ - Special Use
	DZ - Dockland		PUZ3 - Public Use - Health Community		TZ - Township
	ERZ - Environmental Rural		PUZ4 - Public Use - Transport		UFZ - Urban Floodway
	FZ - Farming		PUZ5 - Public Use - Cemetery/Crematorium		UGZ - Urban Growth
	GRZ - General Residential		PUZ6 - Public Use - Local Government		
	GWAZ - Green Wedge A		PUZ7 - Public Use - Other Public Use		
	GWZ - Green Wedge		PZ - Port		
				--	Urban Growth Boundary
					Lake, waterbody
	Railway		Tram		River, stream

Planning Overlay

None affecting this land



Overlays Legend

	AEO - Airport Environs		IPO - Incorporated Plan
	BMO - Bushfire Management		LSID - Land Subject to Inundation
	CLPO - City Link Project		MAEO1 - Melbourne Airport Environs 1
	DCPO - Development Contributions Plan		MAEO2 - Melbourne Airport Environs 2
	DDO - Design & Development		NCO - Neighbourhood Character
	DDOPT - Design & Development Part		PO - Parking
	DPO - Development Plan		PAD - Public Acquisition
	EAO - Environmental Audit		RD - Restructure
	EMO - Erosion Management		RCO - Road Closure
	ESO - Environmental Significance		SBO - Special Building
	FO - Floodway		SLO - Significant Landscape
	HO - Heritage		SMD - Salinity Management
	ICPO - Infrastructure Contributions Plan		SRD - State Resource
			VPO - Vegetation Protection
	Railway		Tram
	River, stream		Lake, waterbody

Note: due to overlaps some colours may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 25 October 2017.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State, local, particular and general provisions of the local planning scheme that may affect

the use of the land can be obtained by contacting the local council or by visiting [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & Environment Act 1987.

It does not include information about exhibited planning scheme amendments, or zonings that may abut the land.

To obtain a **Planning Certificate** go to [Titles and Property Certificates](#)

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit [Planning Maps Online](#)

For other information about planning in Victoria visit www.planning.vic.gov.au

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Environment,
Land, Water
and Planning

AUSDOC DX 50023
Tel: (03) 5051 3400 Fax: (03) 5051 3460
Office Hours 8:00am - 5:00pm Monday - Friday
SWAN HILL
73 Beveridge Street Swan Hill 3585
PO Box 1447 Swan Hill 3585
AUSDOC DX 30164
Tel: (03) 5036 2150 Fax: (03) 5036 2180
Office Hours 8:00am - 5:00pm Monday - Friday

LOWER MURRAY WATER

ABN 18 475 808 826
www.lmw.vic.gov.au

AUSDOC DX 57908
Tel: (03) 5450 3860 Fax: (03) 5450 3867
Office Hours 8:00am - 1:00pm Monday - Friday



24 Hour Supply Emergency
1800 808 830



101638-001 000914(2211) D033 H1

MS MN MILNE
R M B 8920 CASTLES CROSSING ROAD
RED CLIFFS VIC 3496

Reference No. 044982

RURAL ACCOUNT

Amount Due \$292.77

Due Date 31-AUG-2017

Date Of Issue 21/07/2017

Tariffs and Charges Notice
1st Quarter 2017/18
01/07/2017 - 30/09/2017

POST *850 700449820

Property Address : 93 GORDON AVENUE COLIGNAN VIC 3494 (Prop:44982) - Rural Account
Lot:26 LP:31985 CA Pt 6 Par Colignan V 8375 F 339 and 1 mor

	Charge	ML	Balance
Service Charge (Quarterly)	25.00		25.00
Operational Fee - per ML AUL (Qtr)	96.44	173.000	96.44
GMW Entitlement Storage Murray HR (Ann)	26.70	3.000	26.70
DELWP Water Share Fee - per Share (Ann)	13.15	1.000	13.15
NCWMD Operational Fee - AUL based (Qtr)	131.48	173.000	131.48

TOTAL OWING **\$292.77**

PJ 30/8/17

Ref: 108 80473951453

Payments/Credits since last Notice \$249.46

These services are GST free. The next Quarterly Notice will be mailed Oct 2017 - due late Nov

Interest charges will accrue at a rate of 5.5%pa against any outstanding ARREARS and/or current charges not paid by the due date as shown above. Exemptions apply.

044982

Payment Slip - Methods of Payment

Online at lmw.vic.gov.au - Pay your Account

044982/800597

93 GORDON AVENUE COLIGNAN VIC 3494 (Prop:44982) - Rural Account



Direct Debit

Please contact your local office.



*850 700449820

\$292.77



Centrepay

Use Centrepay to arrange regular deductions from your Centrelink payment, simply call any Lower Murray Water Office.



Billpay Code: 0850

Ref: 7004 4982 0

	Billers Code: 78477
	Ref: 7004 4982 0
BPAY® - Make this payment via internet or phone banking.	
BPAY View® - Receive, view and pay this bill using internet banking.	
BPAY View Registration No: 7004 4982 0	

Amount Due

\$292.77

in person at any Post Office.



Billers Code: 78477

Ref: 7004 4982 0

at your bank or financial institution to make this
it from your cheque, savings, debit, credit card
action account. More info www.bpay.com.au



By Phone

Pay by phone (03) 8672 0582.
Standard call charges apply



See reverse for
In Person and By Mail options

COPY OF RECORD IN THE VICTORIAN WATER REGISTER

LICENCE TO OPERATE WORKS

under Section 67 of the Water Act 1989

The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.

This licence does not remove the need to apply for any authorisation or permission necessary under any other Act of Parliament with respect to anything authorised by the works licence.

Water used under this licence is not fit for any use that may involve human consumption, directly or indirectly, without first being properly treated.

This licence is not to be interpreted as an endorsement of the design and or construction of any works (including dams). The Authority does not accept any responsibility or liability for any suits or actions arising from injury, loss, damage or death to person or property which may arise from the maintenance, existence or use of the works.

Each person named as a licence holder is responsible for ensuring all the conditions of this licence are complied with.

This licence authorises its holders to operate the described works, subject to the conditions.

Licence Holder(s)

ROHAN PREET KAUR of PO BOX 165 RED CLIFFS VIC 3496
LANCE GILBERT MILNE of RMB 8920
CASTLE CROSSING ROAD RED CLIFFS VIC 3496
MARINA NIKOLAEVNA MILNE of RMB 8920 RED CLIFFS VIC 3496
MAJOR SINGH of PO BOX 165 RED CLIFFS VIC 3496

Licence Contact Details

RP KAUR, LG & MN MILNE
AND OTHERS

PO BOX 165
RED CLIFFS VIC 3496

Licence Details

Expiry date	30 Jun 2018
Status	Active
Authority	Lower Murray Water
Name of waterway or aquifer	R Murray (Euston-Wentworth)
Water system	Murray

Summary of Licensed Works

The details in this section are a summary only. They are subject to the conditions specified in this licence.

Works ID	Works type	Use of water
WRK050500	Pump	Irrigation

Description of Licensed Works

WORKS ID WRK050500

Works type	Pump
Works subtype	Fixed
Manufacturer	Thompson Kelly & Lewis
Model	BGH
Serial	16806
Suction pipe size	150 millimetres
Delivery pipe size	200 millimetres
Prime mover type	Electric
RPM	1450
Output power	60.00 hp

Extraction Details

Service point/s	SP015864 38293 SP015867 38295
Maximum extraction rate	6.480 megalitres per day (The physical capacity of the works)
Maximum daily volume	4.862 megalitres (The volume authorised to be extracted via the works)
Maximum annual volume	567.200 megalitres
Use of water	Irrigation - as well as domestic and stock use, dairy use, and general non-irrigation farm use

Works location

<i>Easting</i>	<i>Northing</i>	<i>Zone MGA</i>
624827.792	6181644.285	Zone 54

Land description

CA 10 Section C Parish of Colignan

Related Instruments

Related entitlements	Nil
Related water-use entities	WUL008514 WUL008589 WUL008590 WUR006443

Application History

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA032104	Address amendment	Recorded			27 May 2015
WLV705319	Modify	Approved	21 Nov 2017	21 Nov 2017	
WLV034017	Modify	Approved	28 Aug 2017	28 Aug 2017	
WLV033479	Modify	Approved	30 Oct 2014	30 Oct 2014	
WLV045024	Modify	Approved	10 Sep 2014	12 Sep 2014	
WLV006813	Modify	Approved	13 Dec 2013	16 Dec 2013	
WLV006766	Modify	Approved	17 Jul 2013	17 Jul 2013	
WLV151221	Modify	Approved	19 Sep 2012	19 Sep 2012	
WLV1565760	Issue	Approved	01 Jul 2007	01 Jul 2007	

Conditions

Licence WLE003571 is subject to the following conditions:

Preventing pollution

- 1 Water must not be taken through the works if the Authority reasonably believes fuel, or lubricant, or any other matter used in connection with works and appliances associated with this licence, is at risk of contaminating a waterway, or aquifer, or the riparian or riverine environment.
- 2 The licence holder must construct and maintain bund walls around any hydrocarbon-fuel-driven engine, motor, fuel storage, or chemical storage used in connection with this licence, in accordance with the timeframe, specifications, guidelines and standards prescribed by the Authority.

Rosters and restrictions

- 3 Water may only be taken through the works referred to in the works licence if, in a period of rationing or other restriction, it is taken in accordance with the share of the flow represented by the specified extraction share of 4.86 ML/day.
- 4 When directed by the Authority, water must be taken in accordance with the rosters and restrictions determined by the Authority, and advised to the licence holder.
- 5 Water may only be taken through the works referred to in the works licence if the maximum instantaneous extraction rate is no more than 75.00 L/second.

Metering of water taken and used

- 6 Water may only be taken under this licence if it is taken through a meter approved by the Authority.
- 7 Meters must be installed, in accordance with the specifications set by the Authority, at the licence holder's expense.
- 8 Meters used for the purpose of this licence are deemed to be the property of the Authority.
- 9 The licence holder must at all times provide the Authority with safe access to meters for the purpose of reading, calibration or maintenance.
- 10 The licence holder must notify the Authority within one business day if the meter ceases to function or operate properly.
- 11 The licence holder must, if required by the Authority, keep an accurate record of the quantity of water taken under this licence and allow the Authority to inspect this record at all reasonable times, and provide a copy of the record when requested.
- 12 The licence holder must not, without the consent of the Authority, interfere with, disconnect or remove any meter used for the purposes of the licence.
- 13 The Authority may, if it deems necessary, make an estimate of the total volume of water taken under this licence.

Operation and maintenance

- 14 Water may only be taken through the works at the specified location.
- 15 The licence holder must keep all works, appliances and dams associated with this licence, including outlet pipes and valves, in a safe and operable condition, and free from obstacles and vegetation that might hinder access to works.
- 16 Water may only be taken through the works if the works are sited, constructed, operated and maintained to the satisfaction of the Authority.
- 17 Works must not be altered, removed or decommissioned without a licence that authorises alteration, removal or decommissioning.
- 18 The licence holder must at all times provide the Authority with safe access to inspect all works and appliances used to take water under this licence.

Protecting biodiversity

- 19 Water must not be taken through the works if the Authority reasonably believes that the taking

of water, through the works and appliances associated with this licence, is at risk of causing damage to the environment.

- 20 The licence holder must, if required by the Authority, remedy any damage to the environment that in the opinion of the Authority is a result of the installation, operation or maintenance of the works.

Fees and charges

- 21 The licence holder must, when requested by the Authority, pay all fees, costs and other charges under the Water Act 1989 in respect of this licence.

END OF COPY OF RECORD

1 Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

Date

2018

MARINA NIKOLAEVNA MILNE

AND

AND

DEED OF GUARANTEE OF CONTRACT

David Messenger Solicitor
111 Lime Avenue
MILDURA Vic 3500
DX 50004 Mildura
Email: david@davidmessenger.com.au
Ref: DRM:WQ:20808

THIS DEED dated day of 2018

BETWEEN Marina Nikolaevna Milne of 93 Gordon Grove, Nangiloc, Victoria
(Vendor)

AND _____ of (Purchaser)

AND of (Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to 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 money that is payable or may become payable pursuant thereto, the money 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 contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. 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 money interest and all other money if any payable pursuant to the 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 money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

SIGNED SEALED & DELIVERED BY
MARINA NIKOLAEVNA MILNE in the
presence of:

Signature

Signature of witness

Print name of witness

SIGNED SEALED & DELIVERED BY
in the presence of:

Signature

Signature of witness

Print name of witness

SIGNED SEALED & DELIVERED BY
in the presence of:

Signature

Signature of witness

Print name of witness

DATED

2018

MARINA NIKOLAEVNA MILNE

VENDORS STATEMENT

Property: **Lot 2 on proposed Plan - 93 Gordon Avenue, Colignan 3494**

David Messenger Solicitor
Solicitor
111 Lime Avenue
MILDURA Vic 3500
Tel: 03 5023 5982
Fax: 03 5022 1313
DX 50004 Mildura
Ref: DRM/WQ 20808