

LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE ID	
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STAMP DUTY DOCUMENT ID:	
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SERIES NO	PREFIX
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AGENT CODE

LODGED BY:

CORRECTION TO:

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
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ENCUMBRANCE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. It may also be used for other authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

PORTION OF THE LAND IN CT 6003 FOLIO 508 KNOWN AS LOT _____ OF ALLOTMENT 99 DEPOSITED PLAN 53123 IN THE AREA NAMED STRATHALBYN HUNDRED OF MACCLESFIELD

ESTATE & INTEREST

ENCUMBRANCER (Full name and address)

ENCUMBRANCEE (Full name, address and mode of holding)

UNCORKED PTY LTD A.C.N. 600 008 446 of 65 Henley Beach Road, Mile End SA 5031

OPERATIVE CLAUSE

THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE WITH AN ANNUITY OR RENT CHARGE OF

- (a) Insert the amount of the annuity or rent charge (a) Ten cents per annum (\$0.10 p.a.) if demanded
- (b) State the term of the annuity or rent charge.
If for life use the words "during his or her lifetime" (b) TO BE PAID TO THE ENCUMBRANCEE for the term of Ten
(10) years
- (c) State the times appointed for payment of the annuity (c) AT THE TIMES AND IN THE MANNER FOLLOWING
or rent charge. Any special covenants may be inserted.
- (i) On the 1st day of January next after date of
execution of this document and thereafter
- (ii) On the 1st day of January of each succeeding year

COVENANTS

IT IS COVENATED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

1. Whilst this encumbrance remains in force,
 - a) The ENCUMBRANCER shall not do any of the following things upon the land or in respect thereof:-
 - i) Erect, or allow to be erected or remain on the land, any building, fence or other structure including any roofing, garages and other outbuildings where all or any portion of the structure comprises building materials of reflective galvanised iron.
 - ii) Allow or permit any mobile or modular home or transportable home of any type to be situated on the land that is not constructed upon and forms part of a concrete slab which has been designed by an engineer after all appropriate soil tests.
 - iii) Use the land for any purpose other than residential.
 - iv) Erect or allow to be erected or to remain on the land more than one dwelling.
 - v) Divide the land without the prior consent of the Encumbrancee.
 - vi) Erect and fence of less than 1.8m in height and of materials other than brush, masonry, painted or stained timber or capped pre-coated iron of a subdued colour.
 - vii) Make any claim on the Encumbrancee pursuant to the Fences Act or any Act in substitution of the Fences Act.
 - viii) Fail to landscape and to also maintain the landscaping to the front of the dwelling to a reasonable standard at all times.
 - b) The Encumbrancer shall comply with all the requirements of the Alexandrina Council as required from time to time
2. The Encumbrancee may from time to time, and in its absolute discretion;-
 - a) Modify, waive or release any of the covenants and other stipulations contained in the encumbrance or otherwise implied; and
 - b) Modify, waive or release any of the covenants and other stipulations, express or implied contained in the Memorandum of Encumbrance or other instrument relation to any other land in the plan of division of which this land is a part of. This will apply regardless of whether those covenants and stipulations were entered into or imposed before, at the same time, or after the date hereof. No such modification or waiver or release shall release the Encumbrancer or his successors in title from the covenant and other stipulations contained or implied in this encumbrance.
3. The Encumbrancer shall pay all costs and charges and expenses incurred by the Encumbrancee for the purpose of and incidental to the preparation and execution of this Memorandum of Encumbrance and any discharge thereof and the stamp duty and registration fee from time to time payable thereon AND ALSO FOR all reasonable costs and fees incurred by the Encumbrancee in the enforcement of this encumbrance.
4. If the Encumbrancer is in breach of any of the terms of this encumbrance, then the Encumbrancee has the right to serve a written notice to the Encumbrancer requiring the breach to be remedied within one (1) month of the date of the service of the notice. If the Encumbrancee fails to remedy the breach within that time, then the Encumbrancee shall have the right to have the breach remedied by whatever reasonable means are necessary. All costs and charges incurred by the Encumbrancee due to the breach will be recoverable in full from the Encumbrancer.
5. No Failure or delay on the part of the Encumbrancee to exercise any right or remedy under this encumbrance is to be taken as a waiver thereof.
6. The Encumbrancer will not enter into any contract or agreement to sell the said land and will not otherwise dispose of the whole or any part of the Encumbrancers estate or interest in the said land without first obtaining from the intending Purchaser or Transferee a binding agreement to execute an encumbrance containing substantially similar terms and conditions as this encumbrance. This encumbrance is to be registered in the title of the land in priority immediately after the transfer to the intending Transferee.
7. The rent charge and the covenants contained in this encumbrance will be binding only upon the Registered Proprietor of the said land at any time. Each successive Registered Proprietor will be released for the payment of the rent charge and from the operations of this encumbrance upon transfer of the said land to another person or other entity PROVIDED THAT nothing contained in this clause will operate to release any Registered Proprietor of a breach of the terms of the encumbrance which occurred either before, or at, the transfer of the said land.
8. IN this instrument:-
 - (a) Unless repugnant to the context, words importing, and particular gender shall include all other genders and words importing the singular number shall include the plural and vice versa; and
 - (b) If there is more than one person responsible under the terms of this encumbrance as the Encumbrancer or as successor in title to the Encumbrancer, then the liability of all such persons shall be joint and several.

** Delete the inapplicable*

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE in accordance with the terms and conditions expressed *herein / *in Memorandum No. _____ subject to such exclusions and amendments specified herein.

DATED.....

CERTIFICATION **Delete the inapplicable*

Encumbrancer(s)

*The Certifier has taken reasonable steps to verify the identity of the encumbrancer or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Name
Registered Conveyancer

for:

on behalf of the Encumbrancer

Encumbrancee(s)

*The Certifier has taken reasonable steps to verify the identity of the encumbrancee or his, her or its administrator or attorney.

*The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

*The Certifier has retained the evidence to support this Registry Instrument or Document.

*The Certifier has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:

Name
Registered Conveyancer

for:

on behalf of the Encumbrancee