

Form E

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier
and type (if applicable)

All/part

Area/Description of part or stratum

See attached annexure schedule		
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Encumbrancer

Vincero Holdings Limited

Encumbrancee

Ohau Sands Residents Association Incorporated

Estate or interest to be encumbered*Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee Simple

Encumbrance Memorandum Number**Nature of security***State whether sum of money, annuity or rentcharge and amount*

"The Sum of Money" as described in the "Covenants and Conditions" contained herein

Encumbrance*Delete words in [], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) ("the Land") with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~[above Encumbrance Memorandum]~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum]~~ [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Form E *continued***Terms**

- 1 Length of term
- 2 Payment date(s)
- 3 Rate(s) of interest
- 4 Event(s) in which the sum, annuity or rentcharge becomes payable
- 5 Event(s) in which the sum, annuity or rentcharge ceases to be payable

Covenants and conditions*Continue in Annexure Schedule(s), if required*

1. The Sum of Money as defined in clause 5 below shall be paid by the Encumbrancer to the Encumbrancee in such manner as the Encumbrancee shall determine pursuant to the Easement Instrument creating the Land Covenants registered under no. 11167475.2 ("the Land Covenants").
2. PROVIDED ALWAYS that the liability of any registered proprietor of any Lot being part of the Land is limited to the obligations and liabilities accruing during their time as registered proprietor of that Lot and ceases (except for any obligation or liability which has arisen during their time as registered proprietor of that Lot) upon the transfer of that Lot.
3. If and whenever the obligations set out in the said Land Covenants shall have been duly and wholly complied with or shall by effluxion of time or otherwise become no longer enforceable then this Memorandum of Encumbrance shall be wholly discharged by the Encumbrancee.
4. The Encumbrancee shall be entitled to exercise all the powers and remedies given to mortgagees and rent chargees by the Land Transfer Act 1952 or the Land Transfer Act 2017 (as the case may be) and the Property Law Act 2007.
5. "The Sum of Money" means the sum of such contributions as shall be levied and fixed in each year during the continuance of the Land Covenants by the Encumbrancee in respect of the Land, together with any other related charges as are fixed and/or made by the Encumbrancee, and other monies to which the Encumbrancee has become entitled pursuant to the provisions of the Land Covenants to be raised and paid at the times and in the manner set out in the Land Covenants and are notified by the Encumbrancee to the Encumbrancer from time to time.

Modification of statutory provisions

Continue in Annexure Schedule(s), if required

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Annexure Schedule

*Insert instrument type**Continue in additional Annexure Schedule, if required*

1. Lot 1 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650167.
2. Lot 2 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650168.
3. Lot 3 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650169.
4. Lot 4 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650170.
5. Lot 5 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650171.
6. Lot 6 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650172.
7. Lot 7 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650173.
8. Lot 8 on Deposited plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650174.
9. Lot 9 on Deposited plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650175.
10. Lot 10 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650176.
11. Lot 11 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650177.
12. Lot 12 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650178.
13. Lot 13 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650179.
14. Lot 14 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650180.
15. Lot 15 on Deposited Plan 474223 and a 1/15 share in Lot 17 Deposited Plan 474223 being all of the land contained in Computer Freehold Register 650181.