

ENCUMBRANCE

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

LAND DESCRIPTION

ESTATE & INTEREST

Estate In Fee Simple

ENCUMBRANCER (Full name and address)

ENCUMBRANCEE (Full name, address and mode of holding)

ACTIUM LAND DEVELOPMENTS PTY LTD (A.C.N. 162 807 007) of 110 – 114 Grange Road Allenby Gardens SA 5009

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) One Dollar (\$1.00) per annum if and when 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 a term of one hundred years |
| (c) State the times appointed for payment of the annuity or rent charge. Any special covenants may be inserted. | (c) AT THE TIMES AND IN THE MANNER FOLLOWING |

Payable (if demanded by the Encumbrancee) on the 1st day of January in each year (starting on the 1st day of January in the next calendar year immediately following the date of execution of this instrument) to the intent:-

that the Encumbrancee shall hold the said annuity to secure the compliance, performance and observance by the Owner with the covenants, terms and conditions contained in this instrument; and,

that the Encumbrancee will not demand payment of the annuity if, and so long as, the Owner complies with all covenants.

COVENANTS

COVENANTS COMMENCE ON PAGE 3 HEREOF

The Encumbrancer (which expression includes when "the Encumbrancer" is a corporate body its successors and assigns and when "the Encumbrancer" is a person, that person's heirs, executors, administrators and transferees and where there is more than one corporate body and/or person comprised in the expression then all of them jointly and each of them severally and their respective successors, assigns, heirs, executors, administrators and transferees and all of them) encumbers the said land for the benefit of the Encumbrancee (which expression includes their respective successors and assigns) and covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers rights remedies of the provisions of the Real Property Act 1886 as amended for the time being in force except insofar as the name are hereby expressed or implied, negated or modified) as follows:-

DURING THE TERM OF THIS ENCUMBRANCE THE ENCUMBRANCER:-

IT IS COVENANTED by the Owner with the Encumbrancee and with all other persons claiming under the Encumbrancee as purchasers of any land in the Development Zone as follows to the intent:

- that the covenants in this instrument will run with and bind the said land; and
- that the benefits of each of the covenants will be annexed to, and pass to future owners of, each and every part of the Development Zone.
- That the Owner will comply with the "**RIVERVIEW ESTATE**" Urban Design Guidelines attached hereto

1 One Main Dwelling

The Owner shall not erect upon the land more than one detached dwelling house (exclusive of all general domestic outbuildings)

2 Subdivision

The land shall not be subdivided except with the prior written approval of the Encumbrancee.

3 Residential Dwellings

The owner shall not use or permit the land to be used for any purpose other than a residential dwelling except with the prior written approval of the Encumbrancee.

4 Temporary Dwellings

The Owner shall not erect upon the land any building other than an outbuilding, that is constructed of prefabricated material, nor any transportable dwelling house, nor any caravan or other temporary dwelling as the detached dwelling house unless approved in writing by the Encumbrancee.

5. Maintenance of Entry Statement

If at any time prior or after the date of this Encumbrance, the Encumbrancee has installed, constructed or erected upon the land any fixture, wall or structure of any nature whatsoever ("the entry statement") as an entry statement for any part of the Encumbrancee's development, the Owner must not without the prior written approval of the Encumbrancee.

- 5.1 remove, demolish, alter or intentionally damage or deface the entry statement in any way (including by changing or removing any colours of or lettering or electrical or water connections (if any) comprised in the entry statement):
- 5.2 allow or suffer anyone to remove, demolish, alter, damage or deface the entry statement; or
- 5.3 fail to allow the Encumbrancee to go on to the land to properly maintain the entry statement including by way of:-
 - 5.3.1 maintaining any painting, colours and lettering of the entry statement
 - 5.3.2 removing or painting over any graffiti: AND
 - 5.3.3 repairing and maintaining the structure of the entry statement.

6. Notice to rectify breach

- 6.1 The Encumbrancee, or a servant, agent or contractor of the Encumbrancee, may enter "the land" at any time, (after giving at least 24 hours notice to the Owner for the purpose of inspecting "the land" to determine whether any of the Owner's obligations under this instrument has been breached. The Owner must not do (nor cause nor permit the doing of) anything to obstruct or hinder such entry of inspection.
- 6.2 If the Encumbrancee serves a written notice upon the Owner specifying a breach of any of the Owner's obligations under clause 6.1; and

- 6.3 the Owner fails to remedy the breach within one calendar month from the date of service of the notice, then the Encumbrancee it's servants, agents and contractors may enter "the land" and may take such action as the Encumbrancee deems necessary to remedy the breach; and
- 6.4 the Encumbrancee may recover from the Owner, in any court of competent jurisdiction, the costs incurred in remedying the breach.

7. Release of Owner upon sale

- 7.1 The rent charge and covenants contained in the instrument will be binding; only upon the registered proprietor for the time being of "the land".
- 7.2 Subject to clauses 7.3 and 13, each successive registered proprietor of "the land" will be released from the payment of the rent charge and from the performances to the covenants upon transferring the fee simple in "the land" to another person.
- 7.3 Despite a transfer as referred to in clause 7.2, the rights of the Encumbrancee will be preserved against any former registered proprietor, in relation to a breach of this Encumbrance which occurred either before the transfer or by reason of the transfer.

8. Sunset clause

The rights and obligations of the Encumbrancee (but not those of any person claiming under the Encumbrance as purchasers of any land in the Development Zone) will cease as of five (5 years) after the date of the Encumbrance.

9. Service of notices

- 9.1 A notice may be served on the Owner either:-
 - 9.1.1 by posting the notice in a prepaid envelope to the last known address of the Owner; or
 - 9.1.2 if a dwelling has been erected on "the land", by leaving the notice at or attached to the dwelling.
- 9.2 A Notice may be served on the Encumbrancee by being left at or posted in a prepaid envelope addressed to the encumbrancee at its registered office in South Australia.
- 9.3 A notice served by post is deemed to have been served two (2) business days after posting.

10. Interpretation

- 10.1 a reference to gender includes all genders;
- 10.2 the singular includes the plural and vice versa;
- 10.3 a reference to a person includes a body corporate and vice versa;
- 10.4 a reference to a party includes the heirs, executors, successors or assigns of that party;
- 10.5 "the Owner" includes the Encumbrancer and each Successive registered proprietor of "the land" (and, if there are two or more Owners at any time, the liability of those persons is joint and severable);
- 10.6 "the Development Zone" means the whole of "the land" comprised in allotment *** in Deposited Plan No. ***
- 10.7 "the land" means the land subject to this instrument and includes every part of "the land";
- 10.8 "time limit" means 30 months from the date of this Instrument.

11. Nothing in this instrument prejudices:-

- 11.1 the entitlement of the Encumbrancee to all the powers, rights and remedies given to Encumbrancees under statute law or common law, or
- 11.2 the rights of the Encumbrancee (or of any other person) to an injunction or to damages in respect of a breach of any covenant by the Owner (or a previous Owner).

12. The burden of proving compliance with the covenants in this instrument lies on the Owner.

13. Notwithstanding anything to the contrary hereinbefore contained, the Encumbrancer SHALL NOT, transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a covenant under seal in favour of the Encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the Encumbrancer herein named and for the purposes hereof a contract of Sale and Purchase entered into by the Encumbrancer with a third party Purchaser and a subsequently executed and accepted Memorandum of Transfer with both the Contract and the Transfer subject to the provisions hereof shall be complete satisfaction of the requirements under this covenant.

The Encumbrancer shall pay the costs of and incidental to the preparation, stamping and registration of this Encumbrance.

The Encumbrancer hereby covenants and agrees that notwithstanding anything to the contrary herein contained the Encumbrancee may from time to time in its absolute and unfettered discretion modify waive or release any of the covenants or stipulations expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Plan of Division which created this allotment and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his stipulations herein contained and Further if any covenant or stipulation of this Encumbrance shall for any reason be unlawful, void, invalid or unenforceable THEN such covenant or stipulation shall be severed here from without affecting the validity or the enforceability of the remainder AND IT IS HEREBY EXPRESSLY AGREED between the Encumbrancer and the Encumbrancee that this Encumbrance may be pleaded by the Encumbrancee by way of estoppel to any action claim or demand by the Encumbrancer and or any successors in title for damages, costs or otherwise however arising.

AND it is hereby acknowledged and agreed that the Encumbrancee will not be liable for any loss or damage suffered by the Encumbrancer for or on account of or in any way whatsoever arising out of or connected with any non-observance of or any failure to enforce any other provisions of this Encumbrance or of any other encumbrance and the Encumbrancer will indemnify and keep indemnified the Encumbrancee and their respective agents and servants from and against all claims for any such loss or damage.

RIVERVIEW ESTATE

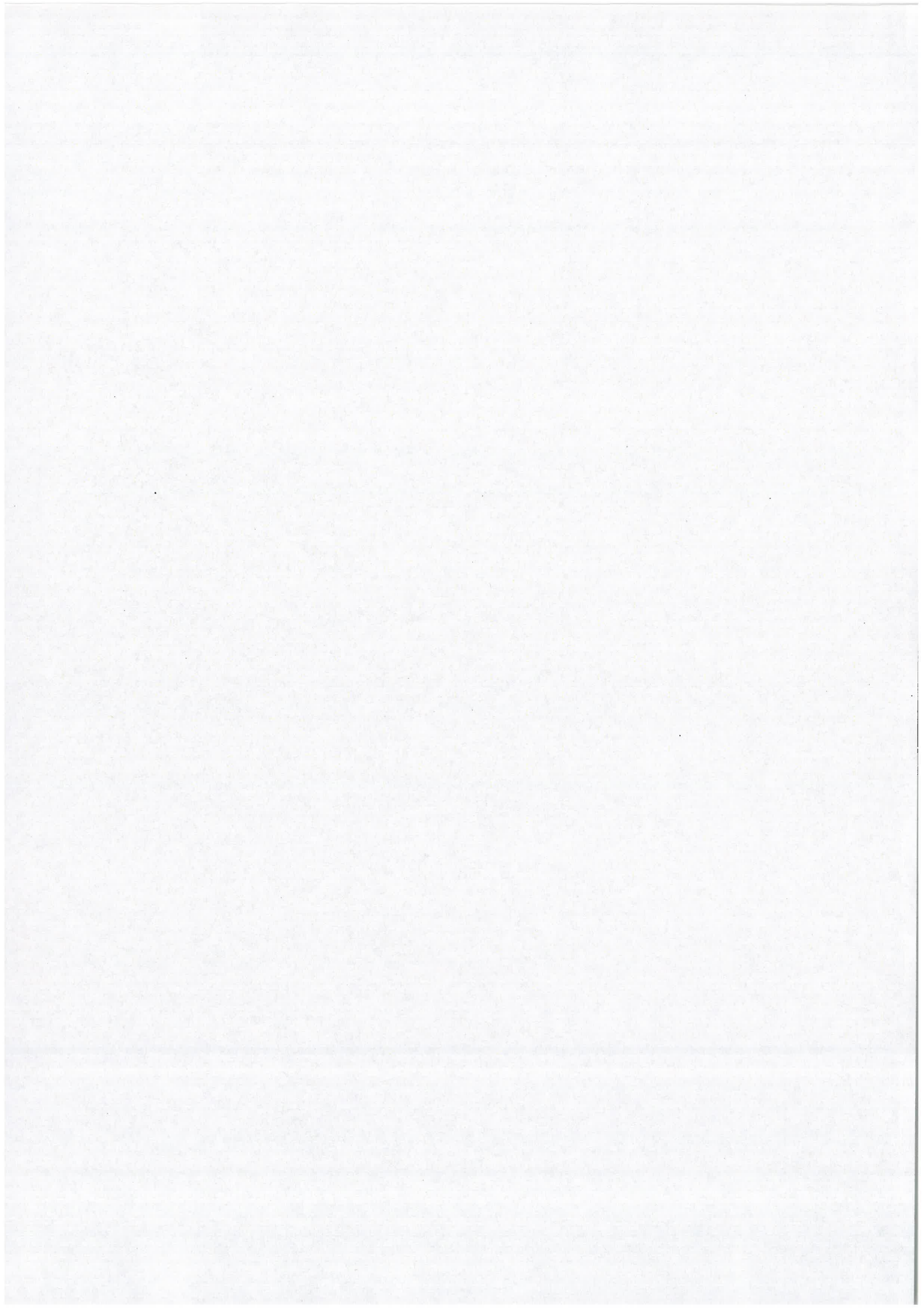
URBAN DESIGN GUIDELINES



RIVERVIEW

URBAN DESIGN GUIDELINES





C O N T E N T S

Introduction	02
The Process	03
Setbacks & Site Coverage	04
Building Materials	05
Vehicle Access to Allotments & Positioning of Crossovers	07
Design & Orientation	08
Fencing	09
Privacy	11
Verges, Disposal of Spoil, and Items on Roofs	12



URBAN DESIGN GUIDELINES

The Urban Design Guidelines have been prepared to encourage the creation of an attractive, high quality residential environment, and will ensure development adjacent to you maintains similarly high standards to your home.

The Urban Design Guidelines should be considered in conjunction with the Playford Council Development Plan, copies of which are available for inspection at the Playford Council or online at <http://playford.sa.gov.au>

All development will be subject to the provisions contained within the Playford Council Development Plan.

THE PROCESS

When you purchase an allotment at Riverview, an encumbrance is enforced on the title to the allotment, which requires that prior to any development of the allotment, approval must be sought and obtained from the Encumbrance Manager who will administer the Urban Design Guidelines.

All developments at Riverview must conform with the Urban Design Guidelines. This includes new house construction as well as renovations to existing houses, and the development of outbuildings and fixtures.

If applicants are unsure of whether or not their proposed dwelling or other structure meets the requirements of the Urban Design Guidelines, a sketch plan should be prepared and submitted to the Encumbrance Manager for advice prior to finalising drawings and specifications. This is aimed at streamlining the approval process and avoiding costly redesign work.

In particular, care should be taken to ensure that house designs are suitable for the particular orientation of the allotment.

The following plans should be submitted for encumbrance approval, including:

1. Site Plans (showing setbacks to boundaries and driveway locations)
2. Floor Plans and Elevations.

Applications for approval under the provisions of the Riverview Urban Design Guidelines should be forwarded to:

Actium Land Developments Pty Ltd
Attn: Encumbrance Manager
110-114 Grange Road
Allenby Gardens, South Australia, 5009

No works can begin on site unless Encumbrance Approval has been received. Any development still requires the relevant approvals from the City of Playford Council.

SETBACKS & SITE COVERAGE

Dwellings on allotments less than 550 square metres in area must be a minimum area of 115 square metres (including garage, terraces etc.)

Dwellings on allotments 550 or more square metres in area must be a minimum area of 130 square metres (including garage, terraces etc.)

Dwellings require setbacks in accordance with Riverview's Building Envelope Plans (example Figure 1). In general, Riverview has the following setbacks, however, you should always check your allotment on the relevant Building Envelope Plan.

Front Sideback:	5.0m
Side Setback Ground Floor:	0.9m
Side Setback Upper Floor:	1.9m
Rear Setback Ground Floor:	4.0m
Rear Setback Upper Floor	6.0m

Most allotments are allowed to have garages along one boundary, this is indicated with the red line along the boundary on the Building Envelope Plan.

Garages have a minimum setback of 5.5m unless facing a secondary street, where a minimum setback of 3.5m is allowed.

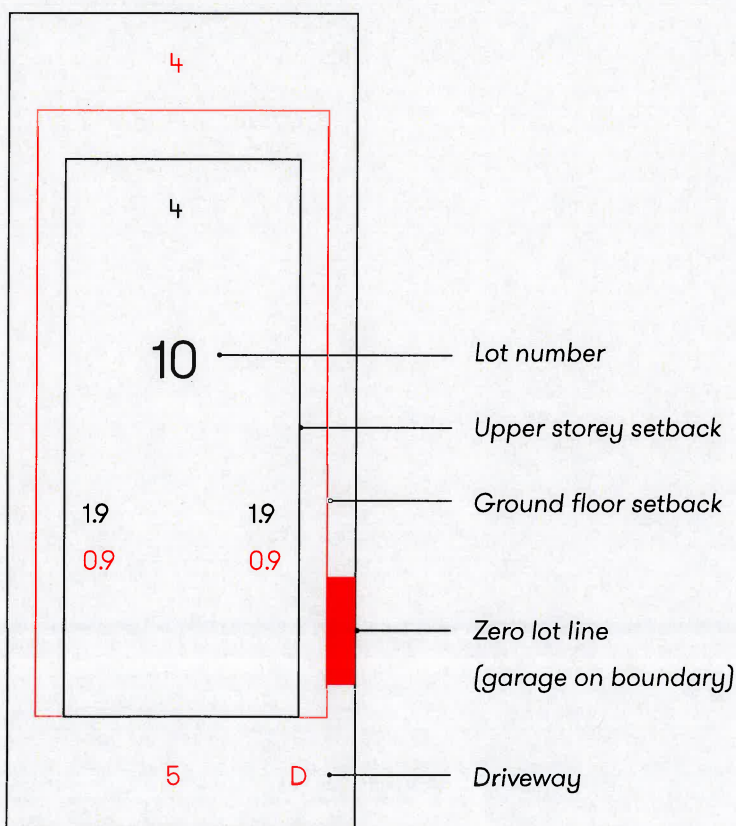


Figure 1

BUILDING MATERIALS

Walls

External walls of dwellings shall be constructed from the following range of building materials:

- Face brick;
- Cement rendered concrete or masonry
- Stone;
- Tilt-up concrete slab panels (painted, rendered or faced);
- Texture coated/rendered lightweight construction materials.

Other materials not listed above will be judged on their architectural merits. No building shall be erected that is a kit construction, transportable dwelling or structure, or a caravan or similar, for ongoing occupation, whether built on site or not.

Garages, Sheds and Carports

No garage or other outbuilding of material other than brick, masonry, timber or colour coated or painted steel will be approved in Riverview. In particular, zincalume, galvanised or other reflective material will not be used and any steel or metal shall be colour coated or painted.

All supports to carports should be of substantial size (minimum 90 millimetre diameter or 90 millimetres by 90 millimetres).

Garages and carports must be provided either under the main roof, or, if freestanding, the roof form and materials must match those of the associated dwelling.

Where the rear of the garage abuts a courtyard area, a door should be provided at the rear or on the side towards the rear of the garage to provide access through the courtyard.

Outbuilding should be less than 54 square metres in area and constructed from colour coated steel as a minimum.

Outbuildings larger than 54 square metres in area will only be considered on their merits and will only be assessed where they are constructed of masonry or materials to match the main dwelling.

**Facade Design for Corner Allotments,
Allotments Facing Reserves and Allotments
with Frontages of 16 Metres or Less**

To promote architectural detailing and a visually interesting streetscape, corner allotments, allotments facing reserve and allotments with frontage of 16 m or less must incorporate a minimum of three of the following to the front facade of the home:

- Cement render;
- Stonework (including stone veneer panels or tiles);
- A portico or verandah;
- Panel lift doors to the garage;
- Timber window frames or aluminum window frames with architectural merit;
- Architectural details considered to contribute to the interest of the facade;

Note: The last two items will be at the discretion of the Encumbrance Manager.

Homes on corner allotments require the materials on the front facade to return along the side facade facing the secondary street for a minimum of 1.8 metres.

Homes marked with an asterisk on the building envelope plan require:

- Front elevation treatment to a minimum of 10m house length to secondary street frontage
- A living room is to face the secondary frontage within this 10m length
- Any fencing to this area will be treated as front fencing and therefore must adhere to these design guidelines for front fencing details
- Amendments to the above may be revised on merit based on the sole discretion of the encumbrance manager.

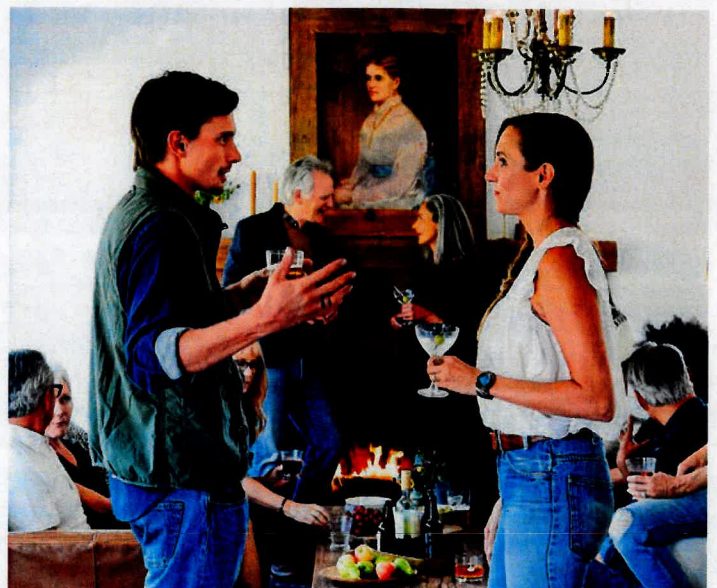
Roof

Roof materials should be selected from either colour coated steel, tiles, slate or cement shingles (flat). White (not including off-white) roofs are not acceptable.

Garage roofs behind parapet walls and which cannot be viewed from adjacent roads may be constructed from galvanised iron.

The roof pitch of dwellings on allotments with a frontage of 16 metres or less should be a minimum of 25 degrees unless the architectural merits of the design justify a lower pitch. This is subject to the discretion of the Encumbrance Manager.

The roof pitch of dwellings on Allotments with a frontage greater than 16 metres should be a minimum of 22 degrees unless the architectural merits of the design justify a lower pitch. This is subject to the discretion of the Encumbrance Manager.



VEHICLE ACCESS TO ALLOTMENTS & POSITIONING OF CROSSOVERS

Crossovers

Triple crossovers will not be permitted. The maximum width of crossovers will be 6 metres. Refer to Figure 2. All crossovers must be constructed in the location delineated on the relevant Building Envelope Plan.

When positioning your home it is important to check your desired crossover position with the location of any obstructions such as services, light poles etc.

Footpaths

Where the verge will include a footpath your driveway material should not interrupt the continuous material of the footpath — refer Figure 3.

Please note in some circumstances a footpath may not be installed prior to occupancy of your home. It is strongly suggested that you confirm location/size of footpaths with Actium Land Developments prior to driveways/landscaping and allow for future footpaths if required (not all sides of the road require footpaths). The developer reserves the right to alter driveways if they are in the way of footpath locations.

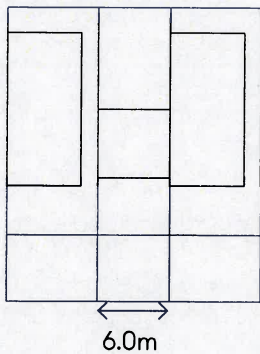


Figure 2

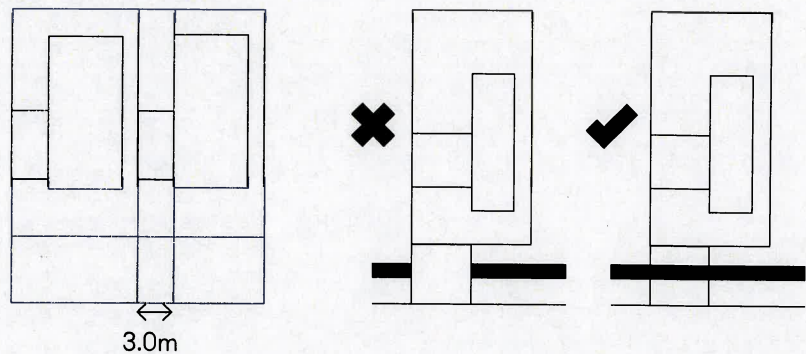


Figure 3

DESIGN & ORIENTATION

When designing and building a home (or an extension), there are many features that can be included which will make living in the home more pleasant and will also save money on your energy bills. The simplest way to do this is to take advantage of the sun's free energy in winter and to protect your home from the sun in summer.

Winter's sun can provide natural light and warm "day-time" rooms, creating a pleasant living environment. Importantly, this also reduces demand on household energy consumption. In the summertime, these rooms can be protected from the sun with shading devices such as eaves and pergolas.

The orientation of private open space is also important in terms of enjoyment of private gardens and the ability to develop attractive gardens. The main part of the private open space should be capable of serving as an extension to the dwelling for relaxation, dining, entertainment, recreation and children's play. It should also be accessible from a main living area of the dwelling.

The degree to which living areas and areas of private open space can achieve the desired orientation depends on the orientation of the allotment relative to the road layout. A significant number of allotments in Riverview have been designed to optimise the opportunity for good solar orientation.



FENCING

The fencing used around your home and those of your neighbours will have a major impact on the overall visual amenity of Riverview. As such, the height, materials and position of all fencing should be chosen with care.

Fencing Forward of a Building Line

Side boundary fences must not protrude forward of the main building line unless incorporated with a decorative fence. Refer to

Figures 4 and 5. This includes side fencing on corner allotments. Note: Main building line is taken from front living area wall.

If fencing forward of the building line is to be utilised, its height and material must adhere to the chart below. Where the side fence forward of the building line abuts private open space of an adjoining property the fence can be a solid 1.8 m high fence.

Materials & Heights — Front Fencing

Materials and heights should conform to the following:

Height	Material
900 millimetres to 1.5 metres	Picket (timber, metal with painted finish)
1.2 metres	Masonry piers with timber or painted metal uprights. Piers to be minimum 350 millimetres wide, maximum 470 millimetres wide
1.5 metres	Masonry piers with timber or painted metal uprights with a masonry plinth at minimum of 300 millimetres and a maximum of 600 millimetres in height and the masonry piers are to be minimum 350 millimetres wide, maximum 470 millimetres wide

Side and Rear Fencing (Behind Building Line)

Side and rear boundary fences between allotments shall be constructed from pre-colour-coated iron (custom orb / corrugated profiles are not permitted except as corner fencing if combined with other decorative elements).

All side and rear fencing must be in "paperbark" colour or equivalent.

For side and rear boundary fences with a frontage to a public roadway, fencing must be of a decorative nature in accordance with the specification shown in Figure 6 below.

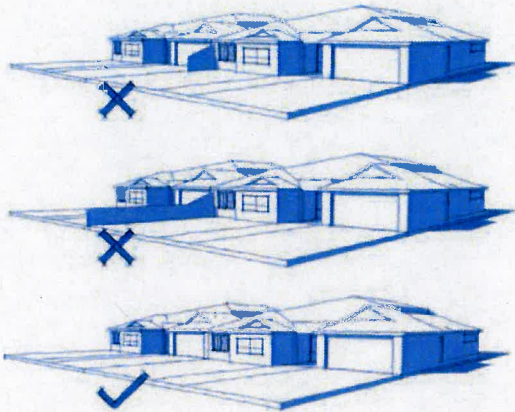


Figure 4

Fences forward of the building line must be "open" to enable views into front gardens. Solid fencing such as brush fencing will not be accepted as front fencing.

Side fencing to corner allotments may be of different material/colour with approval at encumbrance manager's discretion.

Note: The developer will contribute towards the costs above the normal costs of a colour coated steel fence (standard "good neighbour" fence) for corner allotments to comply with the design shown in Figure 6.

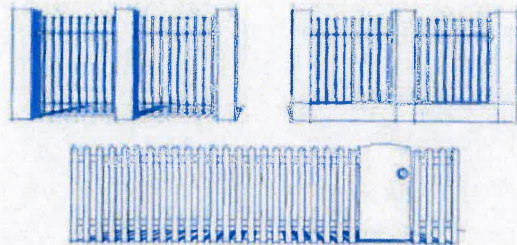


Figure 5

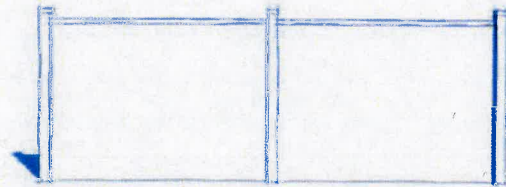


Figure 6

Timber or aluminum uprights with colour coated steel infill.

PRIVACY

The approach to privacy outlined in these guidelines is aimed at providing acceptable solutions for both the owners of two storey homes who wish to take advantage of views from upper storey windows and the owners of adjacent properties who are entitled to certain levels of privacy.

A “rule of thumb” to determine whether a particular upper storey window or balcony requires treatment to restrict views into adjoining properties is a 15 metre wide view field. This view field is defined as:

- A 90 degree arc measured equiangular from the centre line of the window. Refer to Figure 7A; or,
- An arc defined by measuring 15 metres away from any point of the balcony.

Any upper storey windows or balconies may be untreated (i.e. clear glass with no screening) providing the 15 metre view field for that window or balcony does not extend to any point inside an adjacent allotment.

Where treatment is required, the windows must be treated by the use of one or more of the following methods:

- Fixed opaque glass to a height of 1.7 metres above the upper floor level with clear openable glass above. Refer to Figure 7B;
- Minimum sill height of 1.7 metres above the upper floor level. Refer to Figure 7C;
- Horizontal or vertical louvres to a height of 1.7 metres above the upper floor level. Refer to Figure 7D.
- The balcony will need to be designed so as to restrict views into the view field, assuming a viewing height of 1.7 metres above the floor of the balcony.
- Advanced evergreen trees or vines growing on trellises, fixed to boundary lines, may be approved where it can be shown these will provide privacy for the adjacent property owner. However, this method is not encouraged.

Upper storey windows on front elevations will be exempt from the requirements to provide window treatments.

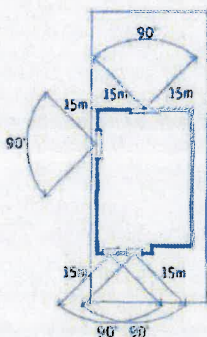


Figure 7A

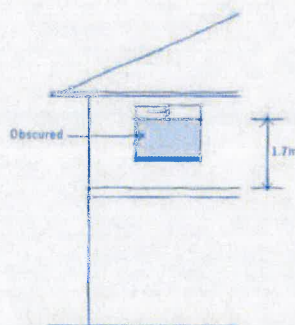


Figure 7B

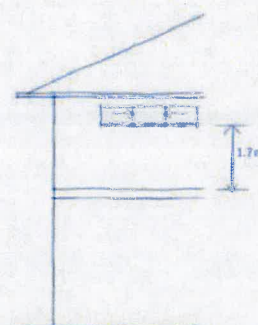


Figure 7C

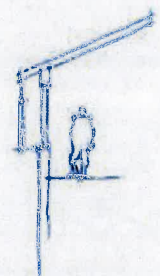


Figure 7D

DISPOSAL OF EXCAVATED MATERIAL

Spoil excavated during the construction of footings or landscaping or for any other reason must not be placed on adjoining allotments at any time unless written approval has been received from the owner of the adjoining allotment.

Such spoil is to be removed immediately upon completion of the dwelling or at an earlier date as agreed with the adjoining owner.

The vacant land on which the spoil is stockpiled is to be scraped clean to natural surface with all traces of spoil removed.

It is therefore advisable to check the conditions of your building contract to determine responsibility for the removal of excess spoil. It should be noted that the Playford Council will prosecute any person caught illegally dumping spoil on Council Land.

LANDSCAPE TO VERGES

Purchasers should be aware any landscaping to council verges requires approval from the City of Playford.

SOLAR WATER HEATER, AIR CONDITIONING & OTHER ITEMS ON ROOF

Attachments located on the roof above eave height should generally be located so as to be unobtrusive when viewed from any public street - no items are to be placed on the front roof of the home.

No solar panels are to be on the front facade of any home (including side elevations to the front of the home). Solar panels to secondary frontage (corner lots) will be assessed on merit, however are generally not approved.

Solar water heaters must not be unduly visible from any public space and should be architecturally integrated with the dwelling.

Air conditioning on the roof should be a low profile and be located below the ridge line of the roof. Any visible unit/dropper box should be coloured to match the roof and any winter covers should also be coloured a neutral colour or match the roof

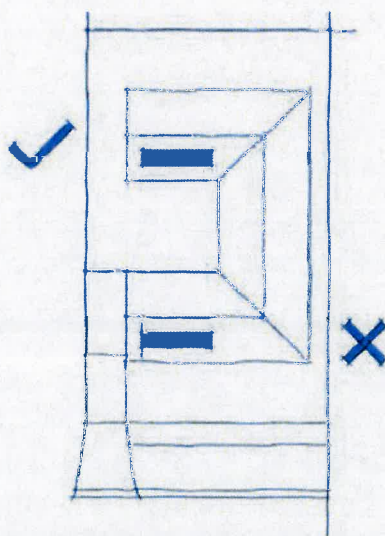


Figure 8



Actium Land Developments Pty. Ltd

110-114 Grange Road
Allenby Gardens SA 5009
ABN 23 162 807 007

T (08) 8417 7355
E sales@actiumland.com.au
actiumland.com.au



RIVERVIEW

Riverview

Off Heaslip Road
Angle Vale 5117
www.riverviewanglevale.com.au

** 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 Prescribed Person has taken reasonable steps to verify the identity of the encumbrancer.**

***The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction Including this Registry Instrument or Document.**

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

***The Prescribed Person 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 of certifying party>

Registered Conveyancer

for:

on behalf of the Encumbrancer

Encumbrancee(s)

***The Prescribed Person has taken reasonable steps to verify the identity of the encumbrancee.**

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

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Signed By:

Amy Verna Pearson

Registered Conveyancer

Duncan Sande & Associates

on behalf of the Encumbrancee

LANDS TITLES REGISTRATION OFFICE
SOUTH AUSTRALIA
ENCUMBRANCE
FORM APPROVED BY THE REGISTRAR-GENERAL

PRIORITY NOTICE (D)	
---------------------	--

**BELOW THIS LINE FOR OFFICE &
STAMP DUTY PURPOSES ONLY**

SERIES NO	PREFIX
	E

AGENT CODE

LODGED BY:

CORRECTION TO: DUNCAN SANDE & ASSOCIATES (DUSA)

SUPPORTING DOCUMENTATION LODGED WITH INSTRUMENT
(COPIES ONLY)

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

CORRECTION	PASSED
REGISTERED	
REGISTRAR-GENERAL	