

RPNZ document ordering service

Document, Interest, Instrument: 7699811.1

Property: 24/11 Ray Small Drive, Papakura, Auckland - Papakura

Legal Description: Principal Unit 24 and Accessory Unit 24A, 24B Deposited Plan 513088

CoreLogic Reference: 3202757/1

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Encumbrance instrument
Section 101, Land Transfer Act 1952

ENC 7699811.1 Encumbri

Cpy - 01/04, Pgs - 006, 31/01/08, 16:47



Land registration district

NORTH AUCKLAND

Unique identifier(s)
or C/T(s)

All/part

Area/description of part or stratum

NA67C/791

Encumbrancer

Surname(s) must be underlined or in CAPITALS

The Papakura Returned Services Association Incorporated

Encumbrancee

Surname(s) must be underlined or in CAPITALS

The Papakura Returned Services Association Incorporated

Estate or interest to be encumbered

Insert, eg, fee simple; leasehold in lease number, etc.

Fee Simple

Encumbrance memorandum number

Not applicable

Nature of security

State whether sum of money, annuity, or rentcharge, and amount.

Rent charge of \$1.00 per annum

Operative clause

Delete words in [], as appropriate

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above certificate(s) of title or computer register(s) 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.

Dated this 31 day of January 2008

Attestation

Gwynn Walker (PRESIDENT)
Doreen
Aylward
THE COMMON SEAL OF THE PAPAKURA RETURNED SERVICES ASSOCIATION INCORPORATED

Signed in my presence by the Encumbrancer

[Signature]

Signature of witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name *Dannette Kallil*

Occupation *Lawyer*

Address *Auckland*

Signature (Common Seal) of Encumbrancer

Certified correct for the purposes of the Land Transfer Act 1952.

[Signature]

[Solicitor for] the Encumbrancee

Annexure Schedule 1



Encumbrance instrument

Dated

Page 1 of 3 pages

Terms

(Continue in additional Annexure Schedule(s) if required.)

- 1 Length of term **The term of the Lease**
- 2 Payment date(s) **1 February in each and every year of the term if demanded by that date**
- 3 Rate(s) of interest **Nil**
- 4 Event(s) in which the sum, annuity, or rentcharge becomes payable
Breach of the Secured Covenants
- 5 Events(s) in which the sum, annuity, or rentcharge ceases to be payable
Refer page 2 Annexure Schedule 1

Covenants and conditions

(Continue in additional Annexure Schedule(s) if required.)

1. The Encumbrancer covenants in favour of the Encumbrancee to perform the following obligations (**Secured Covenants**).
2. The Encumbrancer acknowledges and agrees that:
 - (a) The Encumbrancee leases and operates Returned Servicemen Association clubrooms and associated outbuildings and carparking on the Premises;
 - (b) The activity referred to in 2(a) and carried out on the Premises (**Current Activity**) includes (without limitation):
 - (i) functions involving the public and members from time to time; and
 - (ii) the sale of liquor in accordance with the terms of the relevant Liquor Licence issued from time to time in respect of the Premises; and
 - (iii) the movement of vehicles associated with these activities.
 - (c) The Current Activity is an activity conducted in accordance with consent (**Consent**) granted on 26 April 1978 to erect clubrooms and otherwise in accordance with the provisions of the relevant planning documents and the Resource Management Act.**Refer pages 2 and 3 Annexure Schedule 1**

Modification of statutory provisions

(Continue in additional Annexure Schedule(s) if required.)

Section 104 of the Property Law Act 1952 shall apply to this encumbrance. Otherwise (and without prejudice to the Encumbrancee's rights of action at common law as a rentchargee or encumbrancee):

- (a) The Encumbrancee shall be entitled to none of the powers and remedies given to mortgagees and encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and
- (b) No covenants on the part of the Encumbrancer and the Encumbrancer's successors in title are implied in this memorandum other than the covenants for further assurance implied by s.154 of the Land Transfer Act 1952.

All signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

Page **2** of **3** Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Terms

5. Event(s) in which the sum, annuity, or rentcharge ceases to be payable.

This encumbrance shall immediately determine and the registered proprietor(s) for the time being of the Land shall be entitled to a discharge of this encumbrance at the cost of the Encumbrancer when the Secured Covenants are fully performed or become no longer enforceable and any monies that may become owing under this security are fully paid.

Continuation of Covenants and Conditions

3. The Encumbrancer agrees and covenants that:

- (a) The Encumbrancer will allow the Encumbrancee to carry on the Current Activity without interference or restraint from the Encumbrancer.
- (b) The Encumbrancer will not, so long as the Current Activity is carried on in accordance with the Consent and otherwise in accordance with the provisions of the relevant planning documents and the Resource Management Act, bring any proceedings for damages, negligence, nuisance, trespass, interference or enforcement arising from the Encumbrancee carrying out the Current Activity on the Premises.
- (c) The Encumbrancer will not:
 - (i) make nor lodge; nor
 - (ii) be party to; nor
 - (iii) finance nor contribute to the cost of;

any submission, application, proceeding or appeal (either pursuant to the Resource Management Act 1991 or otherwise) designed or intended to limit, prohibit or restrict the continuation of the Current Activity on the Premises, including without limitation any action to require the Encumbrancee to modify the Current Activity carried out on the Premises.

The covenants on the part of the Encumbrancer are to continue to apply so long as the Current Activity continues on the Premises notwithstanding any change of method of the Current Activity.

4. Any registered proprietor of the Land from time to time shall only be liable in respect of a breach of the Secured Covenants which occurs while that party is registered as proprietor of the Land.

5. In this Instrument:

Land means the land contained in the certificate of title recorded on the front page of this Instrument and includes any part of that Land.

Refer page 3 Annexure Schedule 1

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Annexure Schedule



Insert type of instrument
"Mortgage", "Transfer", "Lease" etc

Encumbrance

Dated

[Empty box for date]

Page

3

of

3

Pages

(Continue in additional Annexure Schedule, if required.)

Lease means the lease of part of the Land dated on or around the date of this Instrument between Coumat Limited, as Landlord and the Encumbrancee, as Tenant, and includes any and all extensions, renewals and variations of the Lease and any new lease for the Current Activity.

Premises means that part of the Land leased to the Encumbrancee pursuant to the Lease.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Landonline User ID: owaugh001

LODGING FIRM: Bell Gully

Address: Vero Centre

48 Shortland Street

Auckland

Uplifting Box Number:

ASSOCIATED FIRM:

Client Code / Ref: 02-325-5653

Dealing / SUD Number:
(LINZ Use only)

31/01/2008 15:43:37



31012008 154337

Plan Number Pre-Allocated or
to be Deposited:

Rejected Dealing Number:

ENC 7699811.1 Encumb

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DocID: 313054642

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	RESUBMISSION	NOTICES	ADVERTISING	NEW TITLES	OTHER	PRIORITY CAPTURE	FEEES \$ GST INCLUSIVE
1	NA67C/791	ENC	Papakura Returned Services Assoc to Papakura Returned S	60.00							\$20 \$80.00
2											
3											
4											
5											
6											

Land Information New Zealand Lodgement Form

Annotations (LINZ use only)

Original Signatures? _____

Subtotal (for this page)	\$80.00
Total for this dealing	\$80.00
Less Fees paid on Dealing #	
Debit my Account for	\$80.00

Fees Receipt and Tax Invoice

GST Registered Number 17-022-895

LINZ Form P005

LINZ Form P005 - PDF