



2 Beachcomber Road Mangawhai Heads

Mia Wilson

☎ 027 385 3991

✉ mia@trinitynetwork.co.nz

The documents provided in this information pack are review copies only, many provided by third parties and may not be current or complete. The records and reports are subject to update at any time. The information contained is therefore only being provided for basic introductory purposes and should not be relied upon by purchasers. Purchasers are encouraged to obtain their own copies of any records and seek independent legal and professional advice.

March 2022

Mia Wilson is (em)powered by Trinity **Real Estate**

The Network Licensed REAA 2008



Mia Wilson

MOVING YOU TO WHAT MOVES YOU

www.trinitynetwork.co.nz



A Beachcombers Gem

Nestled in a tranquil cul-de-sac, this delightful three-bedroom, two-bathroom home offers the ultimate in coastal living in Mangawhai. Conveniently located near the beach, estuary, and local amenities, it's a haven of relaxation and convenience.

Step into the light-filled open-plan living area, perfect for entertaining or simply unwinding. With two outdoor spaces for dining and relaxation, including a sunny patio with stunning sunset views over the Brynderwyn forest, this home seamlessly blends indoor and outdoor living.

The layout features a spacious master bedroom with an ensuite and walk-in wardrobe, providing privacy and comfort. Two additional bedrooms and a family bathroom offer ample space for guests or family members.

For outdoor enthusiasts, a nearby forest track leads to MAZ, the Museum, and local cafes, perfect for leisurely strolls or bike rides. Plus, the property includes a double garage with internal access for secure parking and storage.

Whether you're seeking a permanent residence or a weekend retreat, this property offers everything you need for coastal living at its best.

2 Beachcomber Road Mangawhai Heads

Price: Price By Negotiation

Land Area: 892m²

Floor Area: 142m²

View Online:
www.trinityrealestate.co.nz/property/a-beachcombers-gem/

Open Home:
Please call for viewing times



Mia Wilson
REAL ESTATE CONSULTANT

📞 027 385 3991

✉️ mia@trinitynetwork.co.nz

Vendor Transparency Document

Address: 2 Beachcomber Road, Mangawhai Heads

IMPORTANT NOTE: This form is completed by or on behalf of the vendor to set out information about the property known by the vendor, or to the best of the vendors knowledge. It is provided to Purchasers as initial background information only. The statements are not to be relied on by the purchaser or any third party. Nothing in this form constitutes a warranty, guarantee, or obligation of the vendor and none of the information or statements shall be deemed part of any subsequent Sale and Purchase Agreement for the property.

The Vendor agrees that if after signing this form, they become aware of any additional information as described in this form or that may be of any interest to the purchaser, they will notify the Agent immediately to arrange an update to the form which will be provided to the Purchaser. The Vendor also agrees that anything additional discovered by the Agent may be noted on the 'Title & Further Information Form' at any time to be disclosed to any potential purchasers.

Additional details or forms verifying information may also be included on other paper if there is not enough space.

Is the Vendor aware of any weather tightness, structural or geotechnical issues (including any past damage)?

Yes No

Is the Vendor aware of any other damage or defect to the property including cladding, internal walls, roof, guttering, piling or any other hidden or underlying defects etc?

Yes No

Is the Vendor aware of any hazards including weatherside cladding, asbestos, dux quest plumbing, scrim or any other similar item that in the vendors discretion, considers may be relevant to a purchaser?

Yes No

Is the Vendor aware of any chattel, fixture or fitting that does not work or is damaged?

Yes No

Is the Vendor aware of any issues regarding the neighbourhood including road changes, planned developments, phone towers or received any notice or demand from any local or government authority or other statutory body, from any tenant of the property or any other party? Has the vendor given any consent for neighbouring builds, developments or renovations or any other matter?

Yes No

Is the Vendor aware of any criminal activity, drug use or creation, deaths (other than as a result of natural cause) or other activity or event that in the vendors discretion & opinion, considers may be relevant to a purchaser?

Yes No

Is the Vendor aware of any outstanding payments on the property including any building work, insulation, chattels, or items that have been agreed to be added to the rates?

Yes No

Is the Vendor aware of any work done at the property by any person at any time that was not correctly permitted, consented, signed off or completed in accordance with the applicable laws or Council requirements?

Consent not consented

Yes No

Is the Vendor aware of any matters concerning the boundaries, fencing or title that at the vendors discretion, may cause a prospective purchaser concern? (Eg fencing issues, unclear boundaries or disputes, title complications or requisitions etc)

Yes No




Vendor Transparency Document

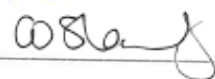
Additional Information Provided by the Vendor:

- Has the Vendor completed a Healthy Homes Assessment if tenanted? Yes No
- Does the property have a Healthy Homes Certificate? Yes No NA
- Are there any retaining walls on the property? Yes No
- Has a Code of Compliance Certificate been issued Yes No NA
- Is this a legal Home and Income? Yes No
- Has a Code of Compliance Certificate been issued? Yes No NA
- Is there a wood burner or other fire appliance? Yes No
- Has a Code of Compliance Certificate been issued? Yes No NA
- Is the property insulated? No Under Floor Walls Roof
- For all of the above where applicable has the relevant documentation been:
- 1) Provided by vendor Yes No NA _____
- 2) Sited by the agent Yes No NA _____

Describe any renovation work done (even if no consents or certificates were required)?

Is any other information provided by the Vendor?

Vendor: Sign:  Print Name: Dean Stirling Date: 24.3.24

Vendor: Sign:  Print Name: Carlene Stirling Date: 02-04-2024

Vendor: Sign: _____ Print Name: _____ Date: _____

For subsequent information established by the Agent see the LIM, Title & District Plan Explanation Form

IMPORTANT NOTE FOR PURCHASERS: Any Consents and Compliance Certificates or Reports that have been made available to the Agent will be included in the information pack. It is strongly recommended the Purchaser and/or their lawyer review these documents (which may or may not have been made available to the Agent). The vendor may not have disclosed all information about the property or may have no knowledge of issues that are important or relevant to the purchaser. The purchaser must not rely on this information as complete or accurate and must make their own enquiries and seek professional advice in all respects to fully satisfy themselves as to the condition/suitability of the property and any other matters relevant to the purchaser prior to entering into any contract for sale and purchase.

This form is not part of any Sale and Purchase Agreement for the property.





**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
Search Copy**




R.W. Muir
Registrar-General
of Land

Identifier **268678**
Land Registration District **North Auckland**
Date Issued 29 May 2006

Prior References
118177

Estate Fee Simple
Area 892 square metres more or less
Legal Description Lot 135 Deposited Plan 366291
Registered Owners
Rona Joan Stirling

Interests

Subject to Section 59 Land Act 1948

Appurtenant hereto are effluent reticulation and disposal rights specified in Easement Certificate D672257.6 - 15.1.2001 at 3.25 pm

The easements specified in Easement Certificate D672257.6 are subject to Section 243 (a) Resource Management Act 1991 6884539.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 29.5.2006 at 9:00 am

Subject to a stormwater drainage easement in gross over part marked S on DP 366291 in favour of Kaipara District Council created by Easement Instrument 6884539.5 - 29.5.2006 at 9:00 am

The easements created by Easement Instrument 6884539.5 are subject to Section 243 (a) Resource Management Act 1991 Subject to a right (in gross) to effluent disposal over parts marked U on DP 366291 in favour of Kaipara District Council and the Sands (Mangawhai Heads) Owners Association Incorporated created by Easement Instrument 6884539.6 - 29.5.2006 at 9:00 am

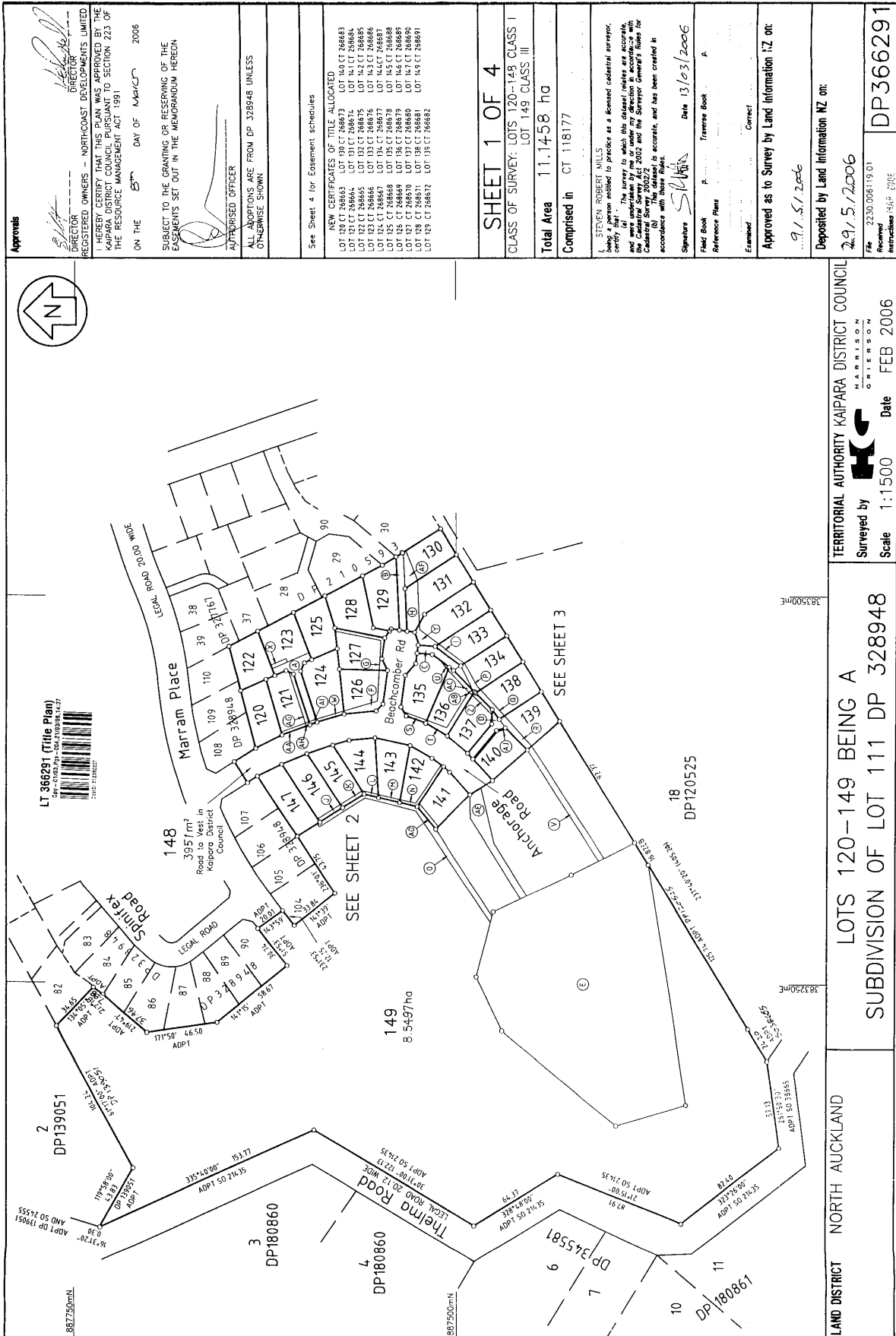
The easements created by Easement Instrument 6884539.6 are subject to Section 243 (a) Resource Management Act 1991 Subject to an effluent disposal easement over part marked U and a stormwater drainage easement over part marked S on DP 366291 created by Easement Instrument 6884539.9 - 29.5.2006 at 9:00 am

Appurtenant hereto are effluent disposal and stormwater drainage easements created by Easement Instrument 6884539.9 - 29.5.2006 at 9:00 am

The easements created by Easement Instrument 6884539.9 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Easement Instrument 6884539.9 - 29.5.2006 at 9:00 am

6884539.10 Encumbrance to Northcoast Developments Limited - 29.5.2006 at 9:00 am

9098159.2 Partial removal of the effluent reticulation and disposal easement over Lot 30 DP 210593 marked M on DP 210593 CT NA138D/724 appurtenant to the within land as specified in Easement Certificate D672257.6 - produced 28.9.2012 at 11:33 am and entered 14.12.2012 at 7:01 am



Approvals

DIRECTOR
 REGISTERED OWNERS - NORTH-COAST DEVELOPMENTS LIMITED
 HEREBY CERTIFY THAT THIS PLAN WAS APPROVED BY THE
 KAIPARA DISTRICT COUNCIL PURSUANT TO SECTION 223 OF
 THE RESOURCE MANAGEMENT ACT 1991
 ON THE 29th DAY OF MAY 2006

SUBJECT TO THE GRANTING OR RESERVING OF THE
 EASEMENTS SET OUT IN THE MEMORANDUM HEREON

APPROVED OFFICER

ALL ADOPTIONS ARE FROM DP 328948 UNLESS
 OTHERWISE SHOWN.

See Sheet 4 for Easement schedules

NEW CERTIFICATES OF TITLE ALLOCATED

- LOT 108 CT 268683
- LOT 109 CT 268684
- LOT 110 CT 268685
- LOT 111 CT 268686
- LOT 112 CT 268687
- LOT 113 CT 268688
- LOT 114 CT 268689
- LOT 115 CT 268690
- LOT 116 CT 268691
- LOT 117 CT 268692
- LOT 118 CT 268693
- LOT 119 CT 268694
- LOT 120 CT 268695
- LOT 121 CT 268696
- LOT 122 CT 268697
- LOT 123 CT 268698
- LOT 124 CT 268699
- LOT 125 CT 268700
- LOT 126 CT 268701
- LOT 127 CT 268702
- LOT 128 CT 268703
- LOT 129 CT 268704
- LOT 130 CT 268705
- LOT 131 CT 268706
- LOT 132 CT 268707
- LOT 133 CT 268708
- LOT 134 CT 268709
- LOT 135 CT 268710
- LOT 136 CT 268711
- LOT 137 CT 268712
- LOT 138 CT 268713
- LOT 139 CT 268714
- LOT 140 CT 268715
- LOT 141 CT 268716
- LOT 142 CT 268717
- LOT 143 CT 268718
- LOT 144 CT 268719
- LOT 145 CT 268720
- LOT 146 CT 268721
- LOT 147 CT 268722
- LOT 148 CT 268723

SHEET 1 OF 4

CLASS OF SURVEY: LOTS 120-148 CLASS I
 LOT 149 CLASS III

Total Area 11.1458 ha

Comprised in CT 118177

I, STEVEN ROBERT MILLS
 being a person entitled to practice as a licensed cadastral surveyor,
 do hereby certify that the survey to which this classed relates is accurate,
 and that the same has been conducted in accordance with the
 Cadastral Survey Act 2002 and the Surveyor General's Rules for
 Cadastral Survey 2002/2. It is accurate, and has been created in
 accordance with those Rules.

Signatures *S Mills* Date 13/03/2006

Field Book A Traverse Book A

Reference Plans

Examined Correct

Approved as to Survey by Land Information NZ on:

29/5/2006

Deposited by Land Information NZ on:

29/5/2006

File 2230.006119.01

Recorded 29/5/2006

Instructions MAP 2006

DP 366291

APPROVED AS TO SURVEY BY LAND INFORMATION NZ ON:

29/5/2006

FILE: 2230.006119.01

RECORDED: 29/5/2006

INSTRUCTIONS: MAP 2006

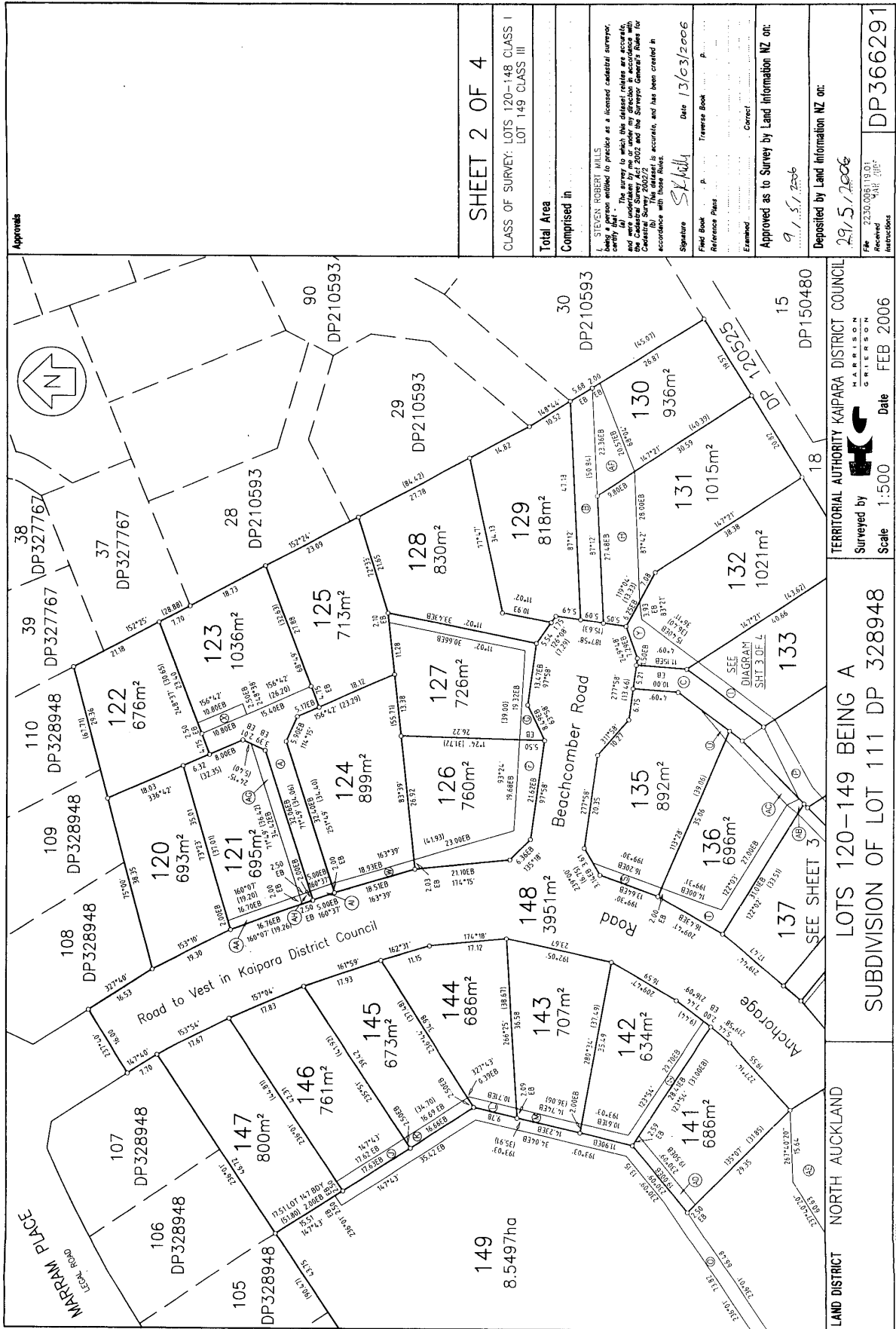
DP 366291

TERRITORIAL AUTHORITY KAIPARA DISTRICT COUNCIL
 Surveyed by HARRISON GRIFFITHSON
 Scale 1:1500 Date FEB 2006

LOTS 120-149 BEING A
 SUBDIVISION OF LOT 111 DP 328948

LAND DISTRICT NORTH AUCKLAND

1:1 BEING SURVEYOR GENERAL, LAND INFORMATION, NEW ZEALAND



APPROVED

SHEET 2 OF 4

CLASS OF SURVEY: LOTS 120-148 CLASS I
LOT 149 CLASS III

Total Area Comprised in

STEVEN HODGSON MILES
being a person entitled to practice as a licensed cadastral surveyor
certify that - The survey was conducted in accordance with the
and was undertaken by me or under my direction in accordance with
the Cadastral Survey Act 2002 and the Surveyor General's Rules for
Cadastral Survey. The diagram is accurate, and has been created in
accordance with those Rules.

Signature *SK Miles* Date 13/03/2006

Field Book Reference Plans Examined

Approved as to Survey by Land Information NZ on: 9/1/2006

Deposited by Land Information NZ on: 29/5/2006

File 2230008118.01
Received 14/02/06
Instructions DP366291

TERRITORIAL AUTHORITY KAIPARA DISTRICT COUNCIL

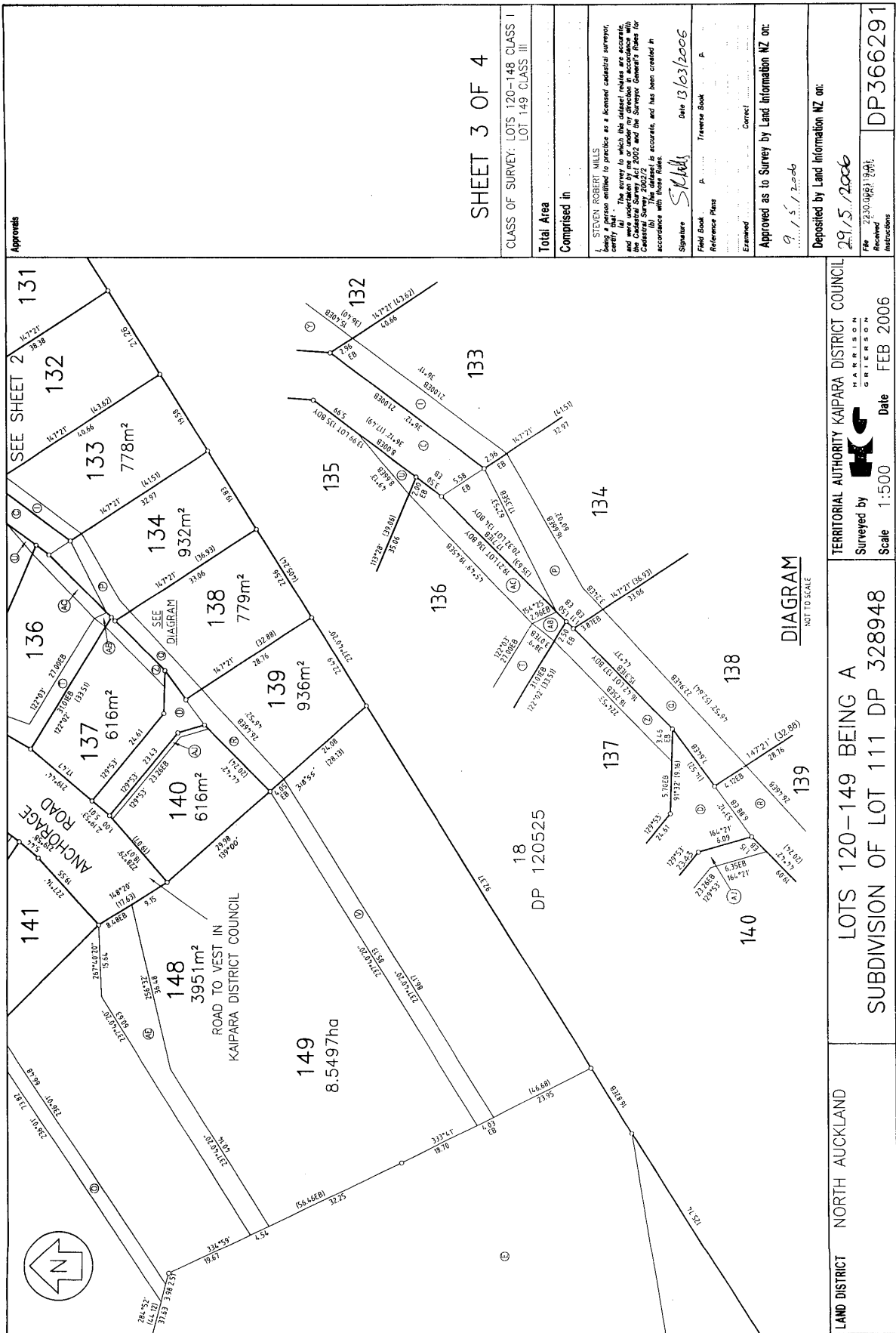
Surveyed by **HARRISON GRIERSON**

Scale 1:500 Date FEB 2006

LOTS 120-149 BEING A
SUBDIVISION OF LOT 111 DP 328948

SEE SHEET 3

LAND DISTRICT NORTH AUCKLAND



SHEET 3 OF 4

CLASS OF SURVEY: LOTS 120-148 CLASS I
LOT 149 CLASS III

Total Area
Comprised in

I, STEVEN ROBERT MILLS, being a person entitled to practice as a licensed cadastral surveyor, certify that the survey in which this diagram exhibits was accurate and was undertaken by me or under my direction in accordance with the Cadastral Survey Act 2002 and the Surveyor General's Rules for Cadastral Survey. This diagram is accurate, and has been created in accordance with those Rules.

Signature: *SMills* Date: 13/03/2006
Field Book: P. Transverse Book: A
Reference Plans: Correct
Examined: Correct

Approved as to Survey by Land Information NZ on: 9/15/2006

Deposited by Land Information NZ on: 29/5/2006

File: 2230.0621.946
Received: 09/04/2006
Instructions: DP366291

LAND DISTRICT NORTH AUCKLAND
TERRITORIAL AUTHORITY KAIPARA DISTRICT COUNCIL
Surveyed by HARRISON GRIFFIN
Scale 1:500 Date FEB 2006
SUBDIVISION OF LOT 111 DP 328948
DIAGRAM NOT TO SCALE

MEMORANDUM OF EASEMENTS

MEMORANDUM OF EASEMENTS	MEMORANDUM OF EASEMENTS	MEMORANDUM OF EASEMENTS	MEMORANDUM OF EASEMENTS	MEMORANDUM OF EASEMENTS
SHOWN	SHOWN	SHOWN	SHOWN	SHOWN
SERVIENT TENEMENT	SERVIENT TENEMENT	SERVIENT TENEMENT	SERVIENT TENEMENT	SERVIENT TENEMENT
DOMINANT TENEMENT	DOMINANT TENEMENT	DOMINANT TENEMENT	DOMINANT TENEMENT	DOMINANT TENEMENT
Right of Way, Electricity & Telecommunications Supply	LOT 127 HERON	LOT 127 HERON	LOT 127 HERON	LOT 127 HERON
	LOT 128 HERON	LOT 128 HERON	LOT 128 HERON	LOT 128 HERON
	LOT 129 HERON	LOT 129 HERON	LOT 129 HERON	LOT 129 HERON
	LOT 130 HERON	LOT 130 HERON	LOT 130 HERON	LOT 130 HERON
	LOT 131 HERON	LOT 131 HERON	LOT 131 HERON	LOT 131 HERON
	LOT 132 HERON	LOT 132 HERON	LOT 132 HERON	LOT 132 HERON
	LOT 133 HERON	LOT 133 HERON	LOT 133 HERON	LOT 133 HERON
	LOT 134 HERON	LOT 134 HERON	LOT 134 HERON	LOT 134 HERON
	LOT 135 HERON	LOT 135 HERON	LOT 135 HERON	LOT 135 HERON
	LOT 136 HERON	LOT 136 HERON	LOT 136 HERON	LOT 136 HERON
	LOT 137 HERON	LOT 137 HERON	LOT 137 HERON	LOT 137 HERON
	LOT 138 HERON	LOT 138 HERON	LOT 138 HERON	LOT 138 HERON
	LOT 139 HERON	LOT 139 HERON	LOT 139 HERON	LOT 139 HERON
	LOT 140 HERON	LOT 140 HERON	LOT 140 HERON	LOT 140 HERON
	LOT 141 HERON	LOT 141 HERON	LOT 141 HERON	LOT 141 HERON
	LOT 142 HERON	LOT 142 HERON	LOT 142 HERON	LOT 142 HERON
	LOT 143 HERON	LOT 143 HERON	LOT 143 HERON	LOT 143 HERON
	LOT 144 HERON	LOT 144 HERON	LOT 144 HERON	LOT 144 HERON
	LOT 145 HERON	LOT 145 HERON	LOT 145 HERON	LOT 145 HERON
	LOT 146 HERON	LOT 146 HERON	LOT 146 HERON	LOT 146 HERON
	LOT 147 HERON	LOT 147 HERON	LOT 147 HERON	LOT 147 HERON
	LOT 148 HERON	LOT 148 HERON	LOT 148 HERON	LOT 148 HERON
	LOT 149 HERON	LOT 149 HERON	LOT 149 HERON	LOT 149 HERON
	LOT 150 HERON	LOT 150 HERON	LOT 150 HERON	LOT 150 HERON
	LOT 151 HERON	LOT 151 HERON	LOT 151 HERON	LOT 151 HERON
	LOT 152 HERON	LOT 152 HERON	LOT 152 HERON	LOT 152 HERON
	LOT 153 HERON	LOT 153 HERON	LOT 153 HERON	LOT 153 HERON
	LOT 154 HERON	LOT 154 HERON	LOT 154 HERON	LOT 154 HERON
	LOT 155 HERON	LOT 155 HERON	LOT 155 HERON	LOT 155 HERON
	LOT 156 HERON	LOT 156 HERON	LOT 156 HERON	LOT 156 HERON
	LOT 157 HERON	LOT 157 HERON	LOT 157 HERON	LOT 157 HERON
	LOT 158 HERON	LOT 158 HERON	LOT 158 HERON	LOT 158 HERON
	LOT 159 HERON	LOT 159 HERON	LOT 159 HERON	LOT 159 HERON
	LOT 160 HERON	LOT 160 HERON	LOT 160 HERON	LOT 160 HERON
	LOT 161 HERON	LOT 161 HERON	LOT 161 HERON	LOT 161 HERON
	LOT 162 HERON	LOT 162 HERON	LOT 162 HERON	LOT 162 HERON
	LOT 163 HERON	LOT 163 HERON	LOT 163 HERON	LOT 163 HERON
	LOT 164 HERON	LOT 164 HERON	LOT 164 HERON	LOT 164 HERON
	LOT 165 HERON	LOT 165 HERON	LOT 165 HERON	LOT 165 HERON
	LOT 166 HERON	LOT 166 HERON	LOT 166 HERON	LOT 166 HERON
	LOT 167 HERON	LOT 167 HERON	LOT 167 HERON	LOT 167 HERON
	LOT 168 HERON	LOT 168 HERON	LOT 168 HERON	LOT 168 HERON
	LOT 169 HERON	LOT 169 HERON	LOT 169 HERON	LOT 169 HERON
	LOT 170 HERON	LOT 170 HERON	LOT 170 HERON	LOT 170 HERON
	LOT 171 HERON	LOT 171 HERON	LOT 171 HERON	LOT 171 HERON
	LOT 172 HERON	LOT 172 HERON	LOT 172 HERON	LOT 172 HERON
	LOT 173 HERON	LOT 173 HERON	LOT 173 HERON	LOT 173 HERON
	LOT 174 HERON	LOT 174 HERON	LOT 174 HERON	LOT 174 HERON
	LOT 175 HERON	LOT 175 HERON	LOT 175 HERON	LOT 175 HERON
	LOT 176 HERON	LOT 176 HERON	LOT 176 HERON	LOT 176 HERON
	LOT 177 HERON	LOT 177 HERON	LOT 177 HERON	LOT 177 HERON
	LOT 178 HERON	LOT 178 HERON	LOT 178 HERON	LOT 178 HERON
	LOT 179 HERON	LOT 179 HERON	LOT 179 HERON	LOT 179 HERON
	LOT 180 HERON	LOT 180 HERON	LOT 180 HERON	LOT 180 HERON
	LOT 181 HERON	LOT 181 HERON	LOT 181 HERON	LOT 181 HERON
	LOT 182 HERON	LOT 182 HERON	LOT 182 HERON	LOT 182 HERON
	LOT 183 HERON	LOT 183 HERON	LOT 183 HERON	LOT 183 HERON
	LOT 184 HERON	LOT 184 HERON	LOT 184 HERON	LOT 184 HERON
	LOT 185 HERON	LOT 185 HERON	LOT 185 HERON	LOT 185 HERON
	LOT 186 HERON	LOT 186 HERON	LOT 186 HERON	LOT 186 HERON
	LOT 187 HERON	LOT 187 HERON	LOT 187 HERON	LOT 187 HERON
	LOT 188 HERON	LOT 188 HERON	LOT 188 HERON	LOT 188 HERON
	LOT 189 HERON	LOT 189 HERON	LOT 189 HERON	LOT 189 HERON
	LOT 190 HERON	LOT 190 HERON	LOT 190 HERON	LOT 190 HERON
	LOT 191 HERON	LOT 191 HERON	LOT 191 HERON	LOT 191 HERON
	LOT 192 HERON	LOT 192 HERON	LOT 192 HERON	LOT 192 HERON
	LOT 193 HERON	LOT 193 HERON	LOT 193 HERON	LOT 193 HERON
	LOT 194 HERON	LOT 194 HERON	LOT 194 HERON	LOT 194 HERON
	LOT 195 HERON	LOT 195 HERON	LOT 195 HERON	LOT 195 HERON
	LOT 196 HERON	LOT 196 HERON	LOT 196 HERON	LOT 196 HERON
	LOT 197 HERON	LOT 197 HERON	LOT 197 HERON	LOT 197 HERON
	LOT 198 HERON	LOT 198 HERON	LOT 198 HERON	LOT 198 HERON
	LOT 199 HERON	LOT 199 HERON	LOT 199 HERON	LOT 199 HERON
	LOT 200 HERON	LOT 200 HERON	LOT 200 HERON	LOT 200 HERON

MEMORANDUM OF EASEMENTS IN GROSS

PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
Stormwater Drainage	(A)	LOT 123 HERON	Kaipara District Council
	(B)	LOT 130 HERON	Kaipara District Council
	(C)	LOT 134 HERON	Kaipara District Council
	(D)	LOT 139 HERON	Kaipara District Council
	(E)	LOT 145 HERON	Kaipara District Council
	(F)	LOT 151 HERON	Kaipara District Council
	(G)	LOT 157 HERON	Kaipara District Council
	(H)	LOT 163 HERON	Kaipara District Council
	(I)	LOT 169 HERON	Kaipara District Council
	(J)	LOT 175 HERON	Kaipara District Council
	(K)	LOT 181 HERON	Kaipara District Council
	(L)	LOT 187 HERON	Kaipara District Council
	(M)	LOT 193 HERON	Kaipara District Council
	(N)	LOT 199 HERON	Kaipara District Council
	(O)	LOT 200 HERON	Kaipara District Council
Effluent disposal	(A)	LOT 145 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(B)	LOT 151 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(C)	LOT 157 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(D)	LOT 163 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(E)	LOT 169 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(F)	LOT 175 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(G)	LOT 181 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(H)	LOT 187 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(I)	LOT 193 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(J)	LOT 199 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(K)	LOT 200 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
Effluent Retention and Treatment	(A)	LOT 130 HERON	The Sands (Kaipara Heads) Incorporated
	(B)	LOT 134 HERON	The Sands (Kaipara Heads) Incorporated
	(C)	LOT 139 HERON	The Sands (Kaipara Heads) Incorporated
	(D)	LOT 145 HERON	The Sands (Kaipara Heads) Incorporated
	(E)	LOT 151 HERON	The Sands (Kaipara Heads) Incorporated
	(F)	LOT 157 HERON	The Sands (Kaipara Heads) Incorporated
	(G)	LOT 163 HERON	The Sands (Kaipara Heads) Incorporated
	(H)	LOT 169 HERON	The Sands (Kaipara Heads) Incorporated
	(I)	LOT 175 HERON	The Sands (Kaipara Heads) Incorporated
	(J)	LOT 181 HERON	The Sands (Kaipara Heads) Incorporated
	(K)	LOT 187 HERON	The Sands (Kaipara Heads) Incorporated
	(L)	LOT 193 HERON	The Sands (Kaipara Heads) Incorporated
	(M)	LOT 199 HERON	The Sands (Kaipara Heads) Incorporated
	(N)	LOT 200 HERON	The Sands (Kaipara Heads) Incorporated

EXISTING EASEMENT

PURPOSE	SHOWN	SERVIENT TENEMENT	CREATING DOCUMENT
Drainage (Sewage)	(E)	LOT 147 HERON	Teatery B158113

EXISTING EASEMENT

PURPOSE	SHOWN	SERVIENT TENEMENT	CREATING DOCUMENT
Drainage (Sewage)	(E)	LOT 147 HERON	Teatery B158113

PROPOSED EASEMENTS IN GROSS

PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
Electricity Supply	(A)	LOT 123 HERON	Northpower Limited
	(B)	LOT 130 HERON	Northpower Limited
	(C)	LOT 134 HERON	Northpower Limited
	(D)	LOT 139 HERON	Northpower Limited

EXISTING EASEMENT

PURPOSE	SHOWN	SERVIENT TENEMENT	CREATING DOCUMENT
Drainage	(E)	LOT 147 HERON	8922332

MEMORANDUM OF EASEMENTS IN GROSS

PURPOSE	SHOWN	SERVIENT TENEMENT	GRANTEE
Stormwater Drainage	(A)	LOT 123 HERON	Kaipara District Council
	(B)	LOT 130 HERON	Kaipara District Council
	(C)	LOT 134 HERON	Kaipara District Council
	(D)	LOT 139 HERON	Kaipara District Council
	(E)	LOT 145 HERON	Kaipara District Council
	(F)	LOT 151 HERON	Kaipara District Council
	(G)	LOT 157 HERON	Kaipara District Council
	(H)	LOT 163 HERON	Kaipara District Council
	(I)	LOT 169 HERON	Kaipara District Council
	(J)	LOT 175 HERON	Kaipara District Council
	(K)	LOT 181 HERON	Kaipara District Council
	(L)	LOT 187 HERON	Kaipara District Council
	(M)	LOT 193 HERON	Kaipara District Council
	(N)	LOT 199 HERON	Kaipara District Council
	(O)	LOT 200 HERON	Kaipara District Council
Effluent disposal	(A)	LOT 145 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(B)	LOT 151 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(C)	LOT 157 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(D)	LOT 163 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(E)	LOT 169 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(F)	LOT 175 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(G)	LOT 181 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(H)	LOT 187 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(I)	LOT 193 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(J)	LOT 199 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
	(K)	LOT 200 HERON	Kaipara District Council and Kaipara Heads Owners Association Incorporated
Effluent Retention and Treatment	(A)	LOT 130 HERON	The Sands (Kaipara Heads) Incorporated
	(B)	LOT 134 HERON	The Sands (Kaipara Heads) Incorporated
	(C)	LOT 139 HERON	The Sands (Kaipara Heads) Incorporated
	(D)	LOT 145 HERON	The Sands (Kaipara Heads) Incorporated
	(E)	LOT 151 HERON	The Sands (Kaipara Heads) Incorporated
	(F)	LOT 157 HERON	The Sands (Kaipara Heads) Incorporated
	(G)	LOT 163 HERON	The Sands (Kaipara Heads) Incorporated
	(H)	LOT 169 HERON	The Sands (Kaipara Heads) Incorporated
	(I)	LOT 175 HERON	The Sands (Kaipara Heads) Incorporated
	(J)	LOT 181 HERON	The Sands (Kaipara Heads) Incorporated
	(K)	LOT 187 HERON	The Sands (Kaipara Heads) Incorporated
	(L)	LOT 193 HERON	The Sands (Kaipara Heads) Incorporated
	(M)	LOT 199 HERON	The Sands (Kaipara Heads) Incorporated
	(N)	LOT 200 HERON	The Sands (Kaipara Heads) Incorporated

APPROVED

SHEET 4 OF 4

CLASS OF SURVEY: LOTS 120-148 CLASS I LOT 149 CLASS III

Total Area
Comprised in

I, STEVEN ROBERT MILLS being a person entitled to practice as a licensed cadastral surveyor, certify that the survey to which this detailed plan is attached, and was undertaken by me or under my direction in accordance with the provisions of the Survey Act 2002 and the Surveyor General's Rules for Cadastral Surveys 2002/02. The plan is accurate, and has been created in accordance with those Rules.

Signature *S. Mills* Date 13/03/2006

Field Book
 Reference Plans
 Examined
 Approved as to Survey by Land Information NZ on: 9/5/2006

Deposited by Land Information NZ on: 29/5/2006

File No: 233008119.01
 Mailed 21 MAR 2006
 DP366291

View Instrument Details



Instrument No 9098159.2
Status Registered
Date & Time Lodged 28 September 2012 11:33
Lodged By Green, Shara Jane
Instrument Type Application to remove redundant easement



Affected Computer Registers	Land District
112875	North Auckland
112876	North Auckland
112877	North Auckland
112878	North Auckland
112879	North Auckland
112880	North Auckland
112881	North Auckland
112882	North Auckland
118109	North Auckland
118110	North Auckland
118111	North Auckland
118112	North Auckland
118113	North Auckland
118114	North Auckland
118115	North Auckland
118116	North Auckland
118117	North Auckland
118118	North Auckland
118119	North Auckland
118120	North Auckland
118121	North Auckland
118122	North Auckland
118123	North Auckland
118124	North Auckland
118125	North Auckland
118126	North Auckland
118127	North Auckland
118128	North Auckland
118129	North Auckland
118130	North Auckland
118131	North Auckland
118132	North Auckland
118133	North Auckland
118134	North Auckland
118135	North Auckland
118136	North Auckland
118137	North Auckland
118138	North Auckland
118139	North Auckland
118140	North Auckland
118141	North Auckland

Affected Computer Registers	Land District
118142	North Auckland
118143	North Auckland
118144	North Auckland
118145	North Auckland
118146	North Auckland
118147	North Auckland
118148	North Auckland
118149	North Auckland
118150	North Auckland
118151	North Auckland
118152	North Auckland
118153	North Auckland
118154	North Auckland
118155	North Auckland
118156	North Auckland
118157	North Auckland
118158	North Auckland
118159	North Auckland
118160	North Auckland
118161	North Auckland
118162	North Auckland
118163	North Auckland
118164	North Auckland
118165	North Auckland
118166	North Auckland
118167	North Auckland
118168	North Auckland
118169	North Auckland
118170	North Auckland
118171	North Auckland
118172	North Auckland
118173	North Auckland
118174	North Auckland
118175	North Auckland
118176	North Auckland
268663	North Auckland
268664	North Auckland
268665	North Auckland
268666	North Auckland
268667	North Auckland
268668	North Auckland
268669	North Auckland
268670	North Auckland
268671	North Auckland
268672	North Auckland

Affected Computer Registers	Land District
268673	North Auckland
268674	North Auckland
268675	North Auckland
268676	North Auckland
268677	North Auckland
268678	North Auckland
268679	North Auckland
268680	North Auckland
268681	North Auckland
268682	North Auckland
268683	North Auckland
268684	North Auckland
268685	North Auckland
268686	North Auckland
268687	North Auckland
268688	North Auckland
268689	North Auckland
268690	North Auckland
268691	North Auckland
NA138D/695	North Auckland
NA138D/696	North Auckland
NA138D/697	North Auckland
NA138D/698	North Auckland
NA138D/699	North Auckland
NA138D/700	North Auckland
NA138D/701	North Auckland
NA138D/702	North Auckland
NA138D/703	North Auckland
NA138D/704	North Auckland
NA138D/705	North Auckland
NA138D/706	North Auckland
NA138D/707	North Auckland
NA138D/708	North Auckland
NA138D/709	North Auckland
NA138D/710	North Auckland
NA138D/711	North Auckland
NA138D/712	North Auckland
NA138D/713	North Auckland
NA138D/714	North Auckland
NA138D/715	North Auckland
NA138D/716	North Auckland
NA138D/717	North Auckland
NA138D/718	North Auckland
NA138D/719	North Auckland
NA138D/720	North Auckland

Affected Computer Registers	Land District
NA138D/721	North Auckland
NA138D/722	North Auckland
NA138D/723	North Auckland
NA138D/724	North Auckland
NA138D/725	North Auckland
NA138D/726	North Auckland
NA138D/727	North Auckland
NA138D/728	North Auckland
NA138D/730	North Auckland
NA138D/731	North Auckland
NA138D/732	North Auckland
NA138D/733	North Auckland
NA138D/734	North Auckland
NA138D/735	North Auckland
NA138D/736	North Auckland
NA138D/737	North Auckland
NA138D/738	North Auckland
NA138D/739	North Auckland

Annexure Schedule: Contains 19 Pages.

Signature

Signed by John Barry Allen as Applicant Representative on 31/10/2012 12:52 PM

***** End of Report *****

Approved by Registrar-General of Land under No. 2002/6054
Application for removal of easements and profits à prendre
 Section 70, Land Transfer Act 1952

Land registration district
NORTH AUCKLAND



BARCODE

Applicant
NORTHCOAST DEVELOPMENTS LIMITED *Surname(s) must be underlined or in CAPITALS.*

Application
 The applicant applies to the Registrar to remove the easement(s) and/or profit(s) à prendre scheduled below by making an entry on the register that the easement(s) and/or profit(s) à prendre is/are determined, extinguished, or redundant on the grounds set out in the statutory declaration in Annexure Schedule 1.

Schedule of easements and profits à prendre (Continue in additional Annexure Schedule if required.)

Purpose (nature and extent)	Shown/document number	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Effluent reticulation and disposal	Area "M" D672257,6	Lot 30 DP 210593 Identifier NA138D/724	Lots 1-29 & 31-34 DP210593 (NA138D/695 - NA138D/723 & NA138D/725 - NA138D/728) Lots 35-42 DP327767 (112875-112882) Lots 43-110 DP328948 (118109-118176) Lots 111-126 DP210594 (NA138D/730-NA138D/739) Lots 120-147 & 149 DP366291 (268663-268691)

Addresses for service of parties on whom notice to be served (Continue in additional Annexure Schedule if required. Include all persons entitled to any interest under the easement(s) or profit(s) à prendre, including mortgagees.)

Full name	Full postal address
SEE LIST ATTACHED	

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

[Solicitor for] the Applicant

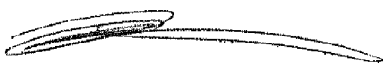
Annexure Schedule 1

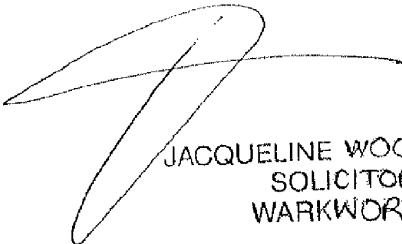
**Application for removal of easements
and profits a prendre**

Statutory declaration

- 1. I, John Barry ALLEN, as alternate director solemnly and sincerely declare that I have authority to act on behalf of NORTHCOAST DEVELOPMENTS LIMITED, which is the owner of the servient tenement referred to in the attached Application.
- 2. Easement Certificate D672257.6, clause 2, provides for determination of the easement upon a community sewage scheme being made available to the dominant lots and such lots being connected to the community sewage scheme.
- 3. The easement referred to in the Schedule of easements and profits a prendre in the Application is determined due to the dominant lots being connected to Kaipara District Council's effluent reticulation and sewage treatment scheme.
- 4. Attached is a letter from Kaipara District Council verifying these facts. In addition, Kaipara District Council has provided its Certificate pursuant to section 243(e) of the Resource Management Act 1991 in order to enable the revocation of the easement.
- 5. I confirm that the easement no longer serves the dominant land and is no longer in force, used or operative.
- 6. Addresses for service or notice are complete and accurate to the best of my knowledge and belief.

AND I make this declaration conscientiously believing the same to be true by virtue of the Oaths and Declarations Act 1957

DECLARED at Warkworth)
 this 3rd day of September 2012) 
 before me:)


 JACQUELINE WOOLERTON
 SOLICITOR
 WARKWORTH



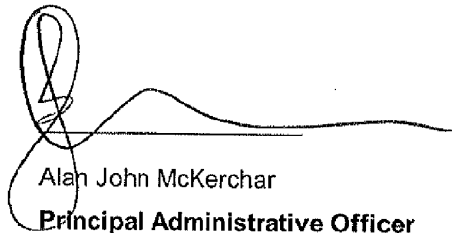
KAIPARA DISTRICT COUNCIL

Release of Easement

To: District Land Registrar
Auckland

Kaipara District Council by its authorised signatory below hereby certifies that systems are in place for reticulation and treatment of sewerage from the dominant owners in the easement comprised in Easement Certificate D672257.6 and in particular there is no further need for treatment of sewerage on Area M on DP210593 as that treatment area has been decommissioned and all replacement systems are controlled by easements in gross in favour of Council.

DATED the sixth day of September 2011



Alan John McKerchar
Principal Administrative Officer

Address for Service of Applicant and Applicant's Solicitor:

Applicant:

Northcoast Developments Limited
C/- Orewa Taxation Services Ltd
1 Florence Avenue
Orewa

Applicant's Solicitor

Town & Country Law Ltd
P O Box 313
Warkworth 0941
Attn: John Barry Allen

ADDRESS LIST:

1. Lots 1-29, 31-34 DP210593 are subject to Consent Notice D672257.4 imposed by Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
2. Lots 10-15, 26-29, 31, 32 DP210593 are subject to an electricity right (in gross) in favour of Northpower Limited, 48 Kerwyn Avenue, East Tamaki, Auckland
3. The following addresses are the addresses of the landowners and their mortgagee (if any):
 - LOT 1 DP 210593** - Dallas and Pauline Toye, 12 Sailrock Drive, Mangawhai Heads
 - LOT 2 DP 210593** - KFS Contracting Ltd, C/O R W & L A Leslie, Tara Rd, RD2, Kaiwaka
Mortgagee - Westpac New Zealand Limited (Mortgage No.5743492.6) PO Box 203, Christchurch
 - LOT 3 DP 210593** - James and Lorraine Morris, 6 Driftwood Place, Mangawhai Heads
 - LOT 4 DP 210593** - Beverley Williams, 8 Ambassador Glade, Orewa
 - LOT 5 DP 210593** - Alan Wintle, 10 Driftwood Place, Mangawhai Heads
 - LOT 6 DP 210593** - Lindsay and Helen Hawkins, 12 Driftwood Place, Mangawhai Heads
Mortgagee - ANZ National Bank Ltd (Mortgage No. 6843284.1) DX CX10285, Newmarket, Akld
 - LOT 7 DP 210593** - Norman and Tania Creek, 14 Driftwood Place, Mangawhai Heads
 - LOT 8 DP 210593** - Melville and Susan Clements, 20 John Dee Crescent, Red Beach
Mortgagee - Bank of New Zealand (Mortgage No. 7057948.3) PO Box 92089, Auckland
 - LOT 9 DP 210593** - Alfred Stirrup, Michelle Stirrup, Mark Farrelly, Alison Farrelly and Fiona Chapman, 21 Annalong Rd, Dannemora, Manukau
 - LOT 10 DP 210593** - William Aaron Crocker, 20F Driftwood Place, Mangawhai
Mortgagee - Mortgage Holding Trust Company Limited (Mortgage No. 9077087.2) DX CX 10087 Auckland DX Sort
 - LOT 11 DP 210593** - Deborah Maree Chapman & Ian Craig Chapman, 222 Victoria Street West, Pukekohe
Mortgagee - ASB Bank Limited (Mortgage No. 9189941.2) DX CX 10087 Auckland DX Sort
 - LOT 12 DP 210593** - Deborah Brown and Suzanne Boyle, 127 Eban Avenue, Hillcrest
 - LOT 13 DP 210593** - Desmond Barnett, Marjorie Barnett and Macky Trustee Company Limited
1 Parr Terrace, Castor Bay, North Shore
 - LOT 14 DP 210593** - Ronald and Margaret Bol, 16 Denim Place, Albany
 - LOT 15 DP 210593** - RWCV Investments Ltd, 5 Burch Street, Mount Albert
Mortgagee - TSB Bank Limited (Mortgage No. 7916926.1) PO Box 240, New Plymouth
 - LOT 16 DP 210593** - Nigel Arkell, Carol Campbell, Rosemary Langham and Peter Morrison
9 Brilliant Street, St Heliers

- LOT 17 DP 210593** - Christopher Griggs and Tamara Ware-Lane, 25 Croftview Road, Wattle Downs
Mortgagee - ANZ National Bank Ltd (Mortgage No. 8106358.3) DX CX10285, Newmarket, Akld
- LOT 18 DP 210593** - John Hastings, Diane Hastings and GB Trustees Limited
70A Colville Road, Dargaville
Mortgagee - ANZ Banking Group (New Zealand) Ltd (Mortgage No. 5826586.2) DX CX10285, Newmarket, Akld
- LOT 19 DP 210593** - Tony Grippeling, 16 St James Avenue, Helensville
- LOT 20 DP 210593** - Lee-Anne and Stephen Clark, 115 Tiroroa Avenue, Te Atatu South
Mortgagee - ANZ National Bank Ltd (Mortgage No. 6355571.2) DX CX10285, Newmarket, Akld
- LOT 21 DP 210593** - Karen Johnson and Nigel Debenham,
15 Driftwood Place, Mangawhai Heads
Mortgagee - Bank of New Zealand (Mortgage No. 8517260.2) PO Box 92089, Auckland
- LOT 22 DP 210593** - Paul Lawrence, 16 Chablis Place, Henderson
- LOT 23 DP 210593** - Leonard Martin Glenda Martin and NWM Trust Management Limited
90 Huntington Drive, Huntington
- LOT 24 DP 210593** - Richard Palmer, Patricia Palmer, Maurice Petherick, Kevin Douglas,
Gail Douglas and GB Trustees Limited PO Box 4199, Kamo
- LOT 25 DP 210593** - Diane Moir, 7 Driftwood Place, Mangawhai Heads
- LOT 26 DP 210593** - Ian Bull and Carla Hood, 22 Pelham Avenue, Pt Chevalier
- LOT 27 DP 210593** - Samuel and Elizabeth Hanna, PO Box 40108, 1 Mangawhai Heads
Mortgagee - Bank of New Zealand (Mortgage No. 6394476.1) PO Box 92089, Auckland
- LOT 28 DP 210593** - Nicholas Kershaw, Cheree Wigg and SCO Trustees No. 1 Limited
PO Box 302120, North Harbour
Mortgagee - ANZ National Bank Ltd (Mortgage No. 7588245.2) DX CX10285, Newmarket, Akld
- LOT 29 DP 210593** - Moira Hobbs, Graham Hobbs and Alan Hall,
40 Palmerston Road, Birkenhead
- LOT 31 DP 210593** - Michael & Maree Newman, 9/905 Mount Eden Road, Mt Eden, Auckland
Mortgagee - Kiwibank Limited (Mortgage No. 8848235.3) Private Bag 39888, Wellington
- LOT 32 DP 210593** - Robert McDowell and Jensina Fraser, 26 Bernleigh Terrace, West Harbour
Mortgagee - ASB Bank Limited (Mortgage No. 8973196.3) PO Box 35, Auckland
- LOT 33 DP 210593** - Terence and Gail Leabourn, PO Box 15, Kaiwaka
- LOT 34 DP 210593** - Porteous Heritage Ltd, 6 Melandra Road, Stanmore Bay
Mortgagee - Bank of New Zealand (Mortgage No. 6322349.3) PO Box 92089, Auckland

ADDRESS LIST:

1. Lots 35 - 42 DP327767 are subject to Consent Notice 5823382.2 imposed by Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
2. The following addresses are the addresses of the landowners and their mortgagee (if any):
 - LOT 35 DP 327767** Elton Wichman, Joanna Wichman and Philippa Norman, 79 Glencoe Rd, Browns Bay, North Shore 0630
 - LOT 36 DP 327767** Lindsay and Carolyn Scott, 5 Marram Place, Mangawhai Heads 0505
Mortgagee: ANZ National Bank Limited (Mortgage No. 6265754.1) DX CX10285, Newmarket, Akld
 - LOT 37 DP 327767** Garry Robertson, Carolyn Robertson, and M & H Trustee Services Limited 14 Seagate Place, Red Beach 0932
Mortgagee: ANZ National Bank Limited (Mortgage No. 7270547.2) DX CX10285, Newmarket, Akld
 - LOT 38 DP 327767** Harold and Lynn Tollemache, 9 Marram Place, Mangawhai Heads 0505
Mortgagee: Bank of New Zealand (Mortgage No. 6801473.4) P O Box 92089, Auckland
 - LOT 39 DP 327767** Tracy Kemp and Hayden Anderson, 8C Norfolk Drive, Mangawhai Heads 0505
Mortgagee: ANZ National Bank Limited (Mortgage No. 7307395.3) DX CX10285, Newmarket, Akld
 - LOT 40 DP 327767** Iain Blakeley, Andrea Williamson and Wackrow Smith & Davies Trustee Services Limited 87 Empire Road, Epsom, Auckland 1023
 - LOT 41 DP 327767** Herman and Valerie Klay, 6 Marram Place, Mangawhai Heads 0505
 - LOT 42 DP 327767** Vertical Limit Investments Limited, 1 West Street, Fielding 4702
Mortgagee: Bank of New Zealand (Mortgage No. 7863443.3) P O Box 92089, Auckland

ADDRESS LIST:

1. Lots 43-110 DP328948 are subject to Consent Notice 5994472.2 imposed by Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
2. Lots 73, 74, 77 & 81 DP328948 are subject to an Electricity Supply Easement in gross (6027675.1) in favour of Northpower Limited, 48 Kerwyn Avenue, East Tamaki, Auckland
3. Lots 77, 78, 81 & 82 DP328948 are subject to Encumbrance 6436619.1 to Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
4. The following addresses are the addresses of the landowners and their mortgagee (if any):
 - Lot 43 DP 328948** - Francis Paul and Michelle Fowler, 709/54 High Street, North Sydney, Sydney NSW 2060, Australia
Mortgagee: ASB Bank Ltd (Mortgage No. 7615235.3), PO Box 35, Shortland St, Auckland
 - Lot 44 DP 328948** – Graham and Joanne Campbell and Brett Campbell, 12 Sunnyridge Place, Hillsborough, Auckland 1042
 - Lot 45 DP 328948** - Rhys Miller, 249 Red Gum Road, New Beith, QLD 4124, Australia
 - Lot 46 DP 328948** - Alayna and Gavin Jones, 230 Drury Hills Road, RD 1, Drury 2577
 - Lot 47 DP 328948** - Colin and Andrea Holmes, 34 Liverpool Street, Epsom, Auckland 1023
 - Lot 48 DP 328948** - Alastair McNaughton, 15 Silkwood Grove, Totara Heights, Auckland 2105
 - Lot 49 DP 328948** – David and Anna Blake, PO Box 125133, St Heliers, Auckland 1740
Mortgagee: ASB Bank Ltd (Mortgage No.6100021.4), PO Box 35, Shortland St, Auckland
 - Lot 50 DP 328948** - Lynnette Trial, 26 Glucina Avenue, West Harbour, Auckland 0618
 - Lot 51 DP 328948** - Anthony and Shanlee Wright, 59 Kesteven Avenue, Glendowie, Auckland 1071
 - Lot 52 DP 328948** - Nigel Arkell and Carol Campbell, Rosemary Langham, Peter Morrison 9 Brilliant Street, St Heliers, Auckland 1071
 - Lot 53 DP 328948** - Alistair Dunlop and Alison Abbott, 5C/38 James Cook Crescent, Remuera, Auckland 1050
Mortgagee: Kiwibank Ltd (Mortgage No. 7217017.2), Private Bag 39888, Wellington
 - Lot 54 DP 328948** - Geoffrey and Deborah Andrews and Paul Twigley, 240 Godley Road, Titirangi, Auckland 0604
Mortgagee: Westpac New Zealand Ltd (Mortgage No. 6054822.4), PO Box 203, Christchurch

Lot 55 DP 328948 - Murray and Katherine England, 64A Captain Scott Road, Glen Eden, Auckland 0602
Mortgagee: ASB Bank Ltd (Mortgage No. 6372594.6), PO Box 35, Shortland St, Auckland

Lot 56 DP 328948 – Frans and Cynthia Sandberg, BM Box 1196, London, WC1N3XX, United Kingdom
Mortgagee: ANZ National Bank Ltd (Mortgage No. 6290026.3), DX CX10285, Newmarket, Auckland

Lot 57 DP 328948 - Alan Wintle, 10 Driftwood Place, Mangawhai Heads, Mangawhai 0505

Lot 58 DP 328948 – Jennifer Wintle, 11 Moir Point Road, Mangawhai Heads, Mangawhai 0505

Lot 59 DP 328948 – Lane and Roann Roberts, 82A Konini Road, Titirangi, Auckland 0604
Mortgagee: ASB Bank Ltd (Mortgage No. 6088456.4), PO Box 35, Shortland St, Auckland

Lot 60 DP 328948 - Ross and Margaret Hollingsworth, PO Box 69067, Glendene, Auckland 0645
Mortgagee: Westpac New Zealand Ltd (Mortgage No. 8349730.3), PO Box 203, Christchurch

Lot 61 DP 328948 – Robert and Ross Burton, 79 Waterside Crescent, Gulf Harbour, Whangaparaoa 0932

Lot 62 DP 328948 - Robert and Ross Burton, 79 Waterside Crescent, Gulf Harbour, Whangaparaoa 0932

Lot 63 DP 328948 - Roderick and Nancy McIntyre and Rodnan Trustee Limited, 2/9 Elizabethan Gardens, Saint Heliers, Auckland 1071

Lot 64 DP 328948 – Corinna Raasch and Birgit Doyle, 37 Driftwood Pl, Mangawhai Heads, Mangawhai 0505
Mortgagee: ASB Bank Ltd (Mortgage No. 7267898.2), PO Box 35, Shortland St, Auckland

Lot 65 DP 328948 – Bruce and Lianne Huddleston, PO Box 31050, Milford, Auckland 0741
Mortgagee: ANZ National Bank Ltd (Mortgage No. 6242224.4 and 9160347.4), DX CX10285, Newmarket, Auckland

Lot 66 DP 328948 – Robert and Sandra Murray and Andrew MacKenzie, 108 Vipond Road, Stanmore Bay, Whangaparaoa 0932

Lot 67 DP 328948 - Wayne and Joy Brady, 95 Canongate Street, Birkdale, Auckland 0626

Lot 68 DP 328948 - Daniel and Susan Rennie, 54 Knightsbridge Drive, Forrest Hill, Auckland 0620

Lot 69 DP 328948 - Stephen and Susan Taylor, 56 Crestview Place, Rothesay Bay, Auckland 0630
Mortgagee: ANZ National Bank Ltd (Mortgage No. 6810178.2), DX CX10285, Newmarket, Auckland

Lot 70 DP 328948 - Brent and Susan Smith, 11 Kerlin Crescent, West Harbour, Auckland 0618

Mortgagee: ASB Bank Ltd (Mortgage No. 9066676.1), PO Box 35, Shortland St, Auckland

Lot 71 DP 328948 – Olaf and Johanna Raasch, 37/7 Driftwood Pl, Mangawhai, 0505

Mortgagee: ASB Bank Ltd (Mortgage No. 6493993.1), PO Box 35, Shortland St, Auckland

Lot 72 DP 328948 - Ryan Port, 7 Glengarry Avenue, Manly, Auckland 0930

Mortgagee: Mortgage Holding Trust Company Ltd (Mortgage No. 6607268.2), DX CX10087, Auckland DX Sort

Lot 73 DP 328948 – Patrick and Vanessa Gerraty Aaron and Jacqueline Taylor and John Mole and Elizabeth Mole, 40 Caversham Drive, Torbay, Auckland 0630

Lot 74 DP 328948 - Murray and Loraine Dalton, 28 Third View Avenue, Beachlands, Auckland 2018

Lot 75 DP 328948 - Mark Cooper, Angelique Miller and Gregory O'Dwyer 10 Beaconsfield Street, Grey Lynn, Auckland 1021

Mortgagee: ANZ National Bank Ltd (Mortgage No. 6576652.2), DX CX10285, Newmarket, Auckland

Lot 76 DP 328948 - David McGillivray and Jillian Harrison, 22B Grenadine Place, Meadowood, Auckland 0632

Mortgagee: ANZ National Bank Ltd (Mortgage No. 8899574.1), DX CX10285, Newmarket, Auckland

Lot 77 DP 328948 - Phillipa Evans, 282 Beach Road, Campbell bay, Auckland 0630

Mortgagee: Neil Gene Govenlock, Paul Evans, Robert William Bell-Booth & Virginia Anne Evans, C/- N G Govenlock, 2 Rae Rd Castor Bay Auckland 0620 and C/- Bell-Booth Sherry, Attn: RW Bell-Booth, P O Box 33002, Takapuna

Lot 78 DP 328948 – Graham and Joanne Ramsay, 438 Kaipara Rd, RD 2, Papakura 2582

Mortgagee: ASB Bank Ltd (Mortgage No. 6461519.4), PO Box 35, Shortland St, Auckland

Lot 79 DP 328948 - George and Kathryn Hughes, Smith & Partners Trustee Co Limited, Wayne and Tracey Hughes, Denise and David Mitchell 17 Deacon Road, RD 2, Kumeu 0892

Lot 80 DP 328948 – Christopher and Vanya Kearns, 34B Takutai Avenue, Bucklands Beach, Auckland 2012

Mortgagee: ASB Bank Ltd (Mortgage No. 7951802.3), PO Box 35, Shortland St, Auckland

Lot 81 DP 328948 - Spinflex Holdings Ltd, PO Box 13483, Onehunga, Auckland 1643

Mortgagee: ANZ National Bank Ltd (Mortgage No. 8112871.3), DX CX10285, Newmarket, Auckland

Lot 82 DP 328948 - Paul Mason and Debra Poa, 5 Kelgarry Place, Wellsford 0900

Mortgagee: ASB Bank Ltd (Mortgage No. 6562853.4), PO Box 35, Shortland St, Auckland

Lot 83 DP 328948 – Colin and Nelda Hick and TM Trustees Limited, Neems Rd, RD 1, Matakohē 0593
Mortgagee: ANZ National Bank Ltd (Mortgage No. 6665326.3), DX CX10285, Newmarket, Auckland

Lot 84 DP 328948 - Tamara Ware-Lane, 25 Croftview Road, Wattle Downs, Auckland 2013
Mortgagee: ANZ National Bank Ltd (Mortgage No. 6375380.4), DX CX10285, Newmarket, Auckland

Lot 85 DP 328948 - Peter Baker and Merran Brockie, 11 Spinifex Road, Mangawhai Heads, Mangawhai 0505
Mortgagee: ASB Bank Ltd (Mortgage No. 8826451.3), PO Box 35, Shortland St, Auckland

Lot 86 DP 328948 - Thomas Rooke, 9 Spinifex Road, Mangawhai Heads, Mangawhai 0505
Mortgagee: ANZ National Bank Ltd (Mortgage No. 7299304.3), DX CX10285, Newmarket, Auckland

Lot 87 DP 328948 - Neville Brixton and Gail Coleman, 136A Coates Avenue, Orakei, Auckland 1071

Lot 88 DP 328948 - Hugh and Desiree Williams, 7 Calypso Way, Unsworth Heights, Auckland 0632

Lot 89 DP 328948 - Alan Kemp and Anthony Edward, 1 Little Barrier Avenue, Manly, Auckland 0841
Mortgagee: Bank of New Zealand (Mortgage No. 8719480.2), PO Box 92089, Auckland

Lot 90 DP 328948 - Warren and Bronwyn Parris and Manu Bhanabhai, 59A Spur Road, RD 3, Silverdale 0993
Mortgagee: ASB Bank Ltd (Mortgage No. 8121917.1), PO Box 35, Shortland St, Auckland

Lot 91 DP 328948 - Susan Butler, 4 Spinifex Road, Mangawhai Heads, Mangawhai 0505
Mortgagee: ASB Bank Ltd (Mortgage No. 6491769.3), PO Box 35, Shortland St, Auckland

Lot 92 DP 328948 – Kaine Harris, Sheryl Harris, Tania Harris and Chapmans Trustees Limited PO Box 8424, Symonds Street, Auckland 1150
Mortgagee: ASB Bank Ltd (Mortgage No. 8842463.2), PO Box 35, Shortland St, Auckland

Lot 93 DP 328948 - James and Rosemary Auld, 21D Godden Crescent, Mission Bay, Auckland 1071

Lot 94 DP 328948 - Raymond and Cheryl Crawshaw, 10 Spinifex Road, Mangawhai Heads, Mangawhai 0505

Lot 95 DP 328948 - Julian Cox, Mary Cox and Timothy Cox, 12 Spinifex Road, Mangawhai Heads, Mangawhai 0505

Lot 96 DP 328948 - Saffronne and Raymond Smith, 207 Carter Road, Oratia, Auckland 0604
Mortgagee: ASB Bank Ltd (Mortgage No. 8604657.3), PO Box 35, Shortland St, Auckland

- Lot 97 DP 328948** - John Sutcliffe, PO Box 68, Maungaturoto 0547
Mortgagee: Bank of New Zealand (Mortgage No. 7401634.3), PO Box 92089, Auckland
- Lot 98 DP 328948** - Douglas and Carolyn Lloyd, 123 Wintle Street, Mangawhai Heads, Mangawhai 0505
- Lot 99 DP 328948** - Tony Mulqueen and Sharon Hillier, 12 Marram Place, Mangawhai Heads, Mangawhai 0505
Mortgagee: TSB Bank Ltd (Mortgage No. 6186068.1), PO Box 340, New Plymouth
- Lot 100 DP 328948** - Mark Webster, 39E Sisters Avenue, London SW11 5SR, United Kingdom
- Lot 101 DP 328948** - Carol Craig and Ian Bode, Private Bag 92093, Victoria Street West, Auckland 1142
- Lot 102 DP 328948** - Allan and Mary McQuoid and Gaze Burt Trustees Limited, 31 Gretel Place, Hillcrest, Auckland 0627
- Lot 103 DP 328948** - Michael Gilligan and Paulette Cox, 42 East Coast Road, Milford, Auckland 0620
Mortgagee: ANZ National Bank Ltd (Mortgage No. 6118166.4), DX CX10285, Newmarket, Auckland
- Lot 104 DP 328948** - Lisa Davies and Roger Farrelly, 7 Judd Place, Orewa 0931
Mortgagee: Westpac New Zealand Ltd (Mortgage No. 8739375.3), PO Box 203, Christchurch
- Lot 105 DP 328948** - Paul and Anne McQuoid and Walker Dick Trustees Limited, 22 Rosetti Rise, West Harbour, Auckland 0618
- Lot 106 DP 328948** - Yvonne Regnault, 21 Marram Place, Mangawhai Heads, Mangawhai 0505
- Lot 107 DP 328948** - Bruce Howley and Murray Wells, PO Box 12800, Penrose, Auckland 1642
- Lot 108 DP 328948** - Jacqueline Busbridge, 17 Marram Place, Mangawhai Heads, Mangawhai 0505
- Lot 109 DP 328948** - Michael and Debra Street, PO Box 149, Greenhithe, Auckland 0756
Mortgagee: Westpac New Zealand Ltd (Mortgage No. 6086530.2), PO Box 203, Christchurch
- Lot 110 DP 328948** - Verna Braddick, 13 Marram Place, Mangawhai Heads, Mangawhai 0505

ADDRESS LIST:

1. Lots 111-120 DP210594 are subject to Consent Notice D687472.2 imposed by Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
2. Lot 113 DP210594 is subject to an electricity right (in gross) (5659041.3) in favour of Northpower Limited, 48 Kerwyn Avenue, East Tamaki, Auckland
3. Lots 111, 112, 117 DP210594 are subject to Bond D687472.5 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
4. The following addresses are the addresses of the landowners and their mortgagee (if any):
 - LOT 111 DP 210594** – Maurice Doughty, Judith Doughty, Shane Doughty and Troy Doughty, 12 Mangawhai Heads Road, Mangawhai Heads 0505
 - LOT 112 DP 210594** - Dorothy Wilson, 4 Sailrock Drive, Mangawhai Heads 0505
 - LOT 113 DP 210594** - Lynne Glover, 6A Sailrock Drive, Mangawhai Heads 0505
Mortgagee: ASB Bank Limited (Mortgage No. 8861191.3), P O Box 35, Shortland St, Auckland
 - LOT 114 DP 210594** - Philip Elrick and Amanda Underdown, Unit L, 130 Lakeside Dr, Orewa 0931
Mortgagee: Westpac New Zealand Limited (Mortgage No. 6589304.4), P O Box 203, Christchurch
 - LOT 115 DP 210594** - Gregory Sneddon and Jennifer Tasker, 1 Blythe Place, Glendene, Auckland 0602
Mortgagee: ASB Bank Limited (Mortgage No. 5857996.3), P O Box 35, Shortland St, Auckland
 - LOT 116 DP 210594** - Kevin Darlington, Leonie Darlington & Gary Darlington, 34 Glenveagh Drive, Mt Roskill. Auckland 1041
 - LOT 117 DP 210594** – Maurice Doughty, Judith Doughty, Shane Doughty and Troy Doughty 12 Mangawhai Heads Road, Mangawhai Heads 0505
 - LOT 118 DP 210594** – Grant and Diane Loe, 9 Seakens Way, Glen Eden, Auckland 0602
 - LOT 119 DP 210594** - William and Judith Kennedy, 8 Sailrock Dr, Mangawhai 0505
Mortgagee: ANZ National Bank Limited (Mortgage No. 8920716.2), DX CX10285, Newmarket, Auckland
 - LOT 120 DP 210594** - Carolyn Dickson, 2/131 Portland Road, Remuera, Auckland 1050

ADDRESS LIST:

1. Lots 120-147 DP366291 are subject to Consent Notice 6884539.2 imposed by Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
2. Lots 120-147 DP366291 are subject to Encumbrance 6884539.10 in favour of Northcoast Developments Ltd, C/- Town & Country Law, Attn: John Allen, PO Box 313, Warkworth 0941
3. The following addresses are the addresses of the landowners and their mortgagee (if any):

Lot 120 DP 366291 - Garry Baker and Loma Morris, 36B Hooley Road, Midlands 6056, Perth W.A., Australia

- **Mortgagee:** ANZ National Bank Limited (Mortgage No. 6982487.3) DX CX10285, Newmarket, Akld

Lot 121 DP 366291 - Juliette and Jeremy Shanks, 271 Taylor Road, RD 2, Waimauku 0882

- Lot 121 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over parts marked AG & AH on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland

Lot 122 DP 366291 - LANZ Holdings Ltd, 305 East Coast Road, Mairangi Bay, Auckland 0630

- **Mortgagee:** ANZ National Bank Limited (Mortgage No. 8729324.2) DX CX10285, Newmarket, Akld

Lot 123 DP 366291 - Bruce and Judith Mitchinson and Phillip Jackson, 50 Centorian Drive, Rosedale, Auckland 0632

- **Mortgagee:** ANZ National Bank Limited (Mortgage No. 6947743.4) DX CX10285, Newmarket, Akld
- Lot 123 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked AI on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
- Lot 123 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over parts marked A & AI on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai
- Lot 123 DP366291 is subject to an electricity supply right (in gross) (6884539.8) over parts marked A & AI on DP366291 in favour of Northpower Limited, 48 Kerwyn Avenue, East Tamaki, Auckland

Lot 124 DP 366291 - Sharon Sadgrove and Gina Horne and Slep Limited, 33 Mudgeways Road, Massey, Auckland 0614

- Lot 124 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked W on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland

Lot 125 DP 366291 – Kenneth and Margaret Lanning, 305 East Coast Road, Mairangi Bay, Auckland 0630

Lot 126 DP 366291 - Alan Smith and Stephen Warne, C/- The Warne Family Trust, 47A Clovelly Road, Bucklands Beach, Auckland 2012

- Lot 126 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked F on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
- Lot 126 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked F on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 127 DP 366291 - David McGillivray and Jillian Harrison, 22B Grenadine Place, Unsworth Heights, Auckland 0632

- Lot 127 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked G on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
- Lot 127 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked G on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 128 DP 366291 - Peter and Maureen Button and Gaze Burt Trustees Limited, 1/18 Garden Place, Tauranga South, Tauranga 3112

Lot 129 DP 366291 - Northcoast Developments Ltd, PO Box 316, Warkworth 0941

- **Mortgagee:** Kaipara District Council (Mortgage No. 8822642.1) Private Bag 1001, Dargaville 0340, Northland

Lot 130 DP 366291 - Northcoast Developments Ltd, PO Box 316, Warkworth 0941

- Lot 130 DP366291 is subject to an electricity supply right (in gross) (6884539.8) over part marked B on DP366291 in favour of Northpower Limited, 48 Kerwyn Avenue, East Tamaki, Auckland

Lot 131 DP 366291 - Barbara Jacomb, PO Box 9570, Newmarket, Auckland 1149

- **Mortgagee:** ASB Bank Ltd (Mortgage No. 8268686.1) PO Box 35, Shortland St, Auckland
- Lot 131 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked H on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 132 DP 366291 - Robert Cook and Christine Ewing, 6 Beachcomber Road, Mangawhai Heads, Mangawhai 0505

- **Mortgagee:** ASB Bank Ltd (Mortgage No. 8132835.1) PO Box 35, Shortland St, Auckland

- Lot 132 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked Y on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
- Lot 132 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked Y on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 133 DP 366291 - Grant and Deborah Lowe, 11 Rangī Avenue, Schnapper Rock, North Shore City 0632

- Lot 133 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked I on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland

Lot 134 DP 366291 - Edward Aarons and Nicola Reid, 4B Mcfarland Street, Remuera, Auckland 1050

- **Mortgagee:** ASB Bank Limited (Mortgage No. 9065493.3) PO Box 35, Shortland St, Akld
- Lot 134 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked P on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
- Lot 134 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked C on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai
- Lot 134 DP366291 is subject to an electricity supply right (in gross) (6884539.8) over part marked C on DP366291 in favour of Northpower Limited, 48 Kerwyn Avenue, East Tamaki, Auckland

Lot 135 DP 366291 - Larry Renner, 2 Beachcomber Road, Mangawhai Heads, Mangawhai 0505

- **Mortgagee:** ANZ National Bank Ltd (Mortgage No. 7295609.2) DX CX10285, Newmarket, Auckland
- Lot 135 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked S on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
- Lot 135 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked U on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

- Lot 136 DP 366291** - Stuart and Adrienne Brodie, 2/12 Herons Way, Northcote, Auckland 0627
- Lot 136 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over parts marked T and AB on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
 - Lot 136 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over parts marked AB and AC on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai
- Lot 137 DP 366291** - Anthony and Tania Goodall, 9 Summerland Drive, Henderson, Auckland 0612
- **Mortgagee:** Westpac New Zealand Limited (Mortgage No. 6951536.3) PO Box 203, Christchurch
 - Lot 137 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked Z on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai
- Lot 138 DP 366291** - Peter and Wendy Horgan, 10 Gull Lane, Mairangi Bay, Auckland 0630
- Lot 138 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked Q on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
- Lot 139 DP 366291** - John and Shirley Vivian and Lawrence Donnell, 57 Sharp Road, RD 2, Warkworth 0982
- **Mortgagee:** Bank of New Zealand (Mortgage No. 7585780.3) PO Box 92089, Auckland
 - Lot 139 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over part marked R on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland
 - Lot 139 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked D on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai
 - Lot 139 DP366291 is subject to an electricity supply right (in gross) (6884539.8) over part marked D on DP366291 in favour of Northpower Limited, 48 Kerwyn Avenue, East Tamaki, Auckland
- Lot 140 DP 366291** - Christopher Wilmoth and Stephanie Barns, 9 Dawnhaven Drive, Te Atatu Peninsula, Auckland 0610
- **Mortgagee:** ANZ National Bank Ltd (Mortgage No. 6939627.2), DX CX10285, Newmarket, Akld

Lot 141 DP 366291 - Peter Bainbridge and Louise Thompson, 1B Riverview Road, New Lynn, Auckland 0600

- **Mortgagee:** ANZ National Bank Ltd (Mortgage No. 7187209.2), DX CX10285, Newmarket, Akld
- Lot 141 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked AD on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 142 DP 366291 - Greg Tailby, 14 Anchorage Road, Mangawhai Heads, Mangawhai 0505

- **Mortgagee:** Bank of New Zealand (Mortgage No. 7984527.2), PO Box 92089, Auckland
- Lot 142 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked N on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 143 DP 366291 - Ulrike Stadelmann, Christian Liesenkoetter-Stadelmann, Lisa Chappel, Wade Auchterlonie, Lesley Auchterlonie & John McMullen, PO Box 89162, Torbay, Auckland 0742

- Lot 143 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked M on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 144 DP 366291 - Tresco Builders Ltd, PO Box 12800, Penrose, Auckland 1642

- **Mortgagee:** Lou Properties Limited (Mortgage Number – 7156455.3), C/- Jolly Duncan & Wells Limited, 127 Main Highway, Ellerslie, Auckland 1051
- Lot 144 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked L on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 145 DP 366291 - Garth Plank, Glynis Brummer, Clive Brummer & Gordon Hayter, PO Box 38611, Howick, Auckland 2145

- Lot 145 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked K on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 146 DP 366291 - Edward and Heidi Stubenitsky, 6 Borrowdace Avenue, Botany Downs, Auckland 2010

- Lot 146 DP366291 is subject to an effluent disposal right (in gross) (6884539.6) over part marked J on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland AND The Sands (Mangawhai Heads) Owners Association Ltd, C/- Strong Chartered Accountants, 6 Molesworth Drive, Mangawhai

Lot 147 DP 366291 – Warren and Loma Wilks, 14 Rockbarton Green, Salthill, Galway, Ireland

- **Mortgagee:** Bank of New Zealand (Mortgage No. 6971878.1), PO Box 92089, Auckland

Lot 149 DP 366291 - Northcoast Developments Ltd, PO Box 316, Warkworth 0941

- **Mortgagee:** FM Custodians Ltd (Mortgage No. 9088360.2), PO Box 13083, Tauranga
- Lot 149 DP366291 is subject to a stormwater drainage easement (in gross) (6884539.5) over parts marked AE, O and V on DP366291 in favour of Kaipara District Council, Private Bag 1001, Dargaville 0340, Northland

Easement instrument to grant easement or profit à prendre or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

2003/6180EF
Approved
Registrar-General of Land

Land registration district

North Auckland

EI 6884539.6 Easement I

Cpy - 01/01, Pgs - 007, 29/05/06, 11:34



DacID: 312484372

Grantor

NORTHCOAST DEVELOPMENTS LIMITED

Surname(s) must be underlined or in CAPITALS.

Grantee

KAIPARA DISTRICT COUNCIL and THE SANDS (MANGAWHAI HEADS) OWNERS ASSOCIATION INCORPORATED

Surname(s) must be underlined or in CAPITALS.

Grant* of easement or profit à prendre or creation or covenant

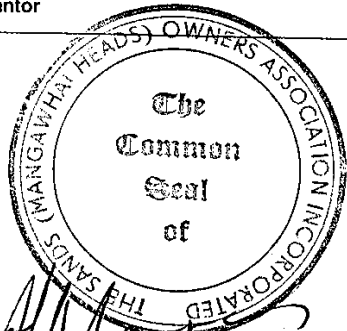
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

DATED this 18th day of May 2006

Attestation

[Handwritten Signature]
Director
[Handwritten Signature]
Pincher

Signature [Common Seal] of Grantor



Signature [Common Seal] of Grantee

[Handwritten Signature]
of president.

Signed in my presence by the Grantor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:

Signed in my presence by the Grantee

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name:

Occupation:

Address:

Certified correct for the purposes of the Land Transfer Act 1952

[Handwritten Signature]

[Solicitor for] the Grantee

* If the consent of any person is required for the grant, the specified consent form must be used.

6 EI 50

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule 1

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

[]

Dated

[]

Page

[]

of

[]

pages

(Continue in additional Annexure Schedule, if required.)

The common seal of the Kaipara District Council was affixed hereto in the presence of



[Handwritten Signature]

Mayor

[Handwritten Signature]

Chief Executive

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.

[Handwritten Signatures]

Annexure Schedule 1

2003/6180EF
Approved
Registrar-General of Land

Easement instrument

Dated

Page 2 of

pages

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
See Annexure Schedule 3			

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers provided in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] ~~[negated]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

[The provisions set out in Annexure Schedule 4].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

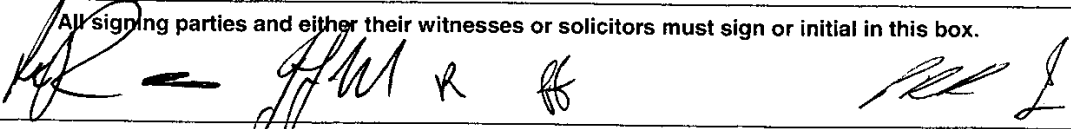
Continue in additional Annexure Schedule if required

The provisions applying to the specified covenants are those set out in:

[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].

[The provisions set out in Annexure Schedule 2].

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



Annexure Schedule 3

2003/5038EF
Approved
Registrar-General of Land

Dated

Page of pages

** Insert type of instrument.*

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Effluent disposal	A, AI	268666	In gross
	B	268673	In gross
	C	268677	In gross
	D	268682	In gross
	F	268669	In gross
	G	268670	In gross
	H	268674	In gross
	J	268689	In gross
	K	268688	In gross
	L	268687	In gross
	M	268686	In gross
	N	268685	In gross
	U	268678	In gross
	Y	268675	In gross
	Z	268680	In gross
	AB, AC	268679	In gross
	AD	268684	In gross
AF	268673	In gross	

All the above easement areas are contained on DP 366291

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.

[Handwritten signatures and initials]

Annexure Schedule 4

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Effluent Disposal

The rights and powers, terms and conditions implied for rights to drain sewage in the 4th Schedule Land Transfer Regulations 2002 shall apply to these easements.

The right to drain sewage is in terms of Clause 5 of Schedule 4 of the Land Transfer Regulations 2002 (the Regulation Schedule) as varied by the covenants below:-

Right to Drain Sewage

(a) That clause 5 of the Regulation Schedule is negatived as to sub clause (2)

(b) Addition of the following:-

“That without derogating from Clause 10 (2) of the Regulation Schedule:-

(i) The Grantor shall not grant any easement or any other right over the stipulated course or stipulated area without the prior written consent of the Grantee which the Grantee may refuse where, acting reasonably, it believes that the granting of such easement or other right may interfere with the rights granted pursuant to this Instrument or may grant consent on such conditions as it may reasonably require including as to the depth and location of any pipes, cables for electricity, gas and communication to be laid on in or through the stipulated course or stipulated area.”

(c) The words “dominant land or the” are omitted from clause 10(3) of the Regulation Schedule.

(d) That clauses 11, 12 (5) and 12 (6) of the Regulation Schedule are negatived.

(e) Addition of the following:-

“For the purpose of restoration of the service after performing works on, or in the easement facility the Grantee shall be required only to restore the surface soil and grass the same and restore approved vehicle driveway and crossings to the standard prior to any such works.”

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.

[Handwritten signatures and initials]

Annexure Schedule 5

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

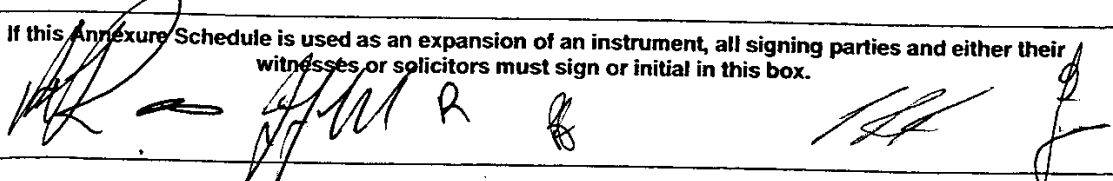
* Insert type of instrument.

Continue in additional Annexure Schedule if required.

(f) Addition of the following:-
 "It is intended that the rights and obligations of the Grantee The Sands (Mangawhai Heads) Owners Association Incorporated shall cease* immediately a reticulated public sewage scheme at Mangawhai (Eco Care Project) is available and all lots on Deposited Plan 366291 are connected to that scheme."

*and the rights and obligations of the Grantee Kaipara District Council shall only arise

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 6

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

CONSENT OF MORTGAGEE

Nationwide Finance Limited being the mortgagee under and by virtue of Memorandum of Mortgage No. D550528.1 (North Auckland Registry) hereby consents to the within Easement Instrument without prejudice to its rights powers and remedies under the said mortgage.

Dated this 18th day of May 2006

Witnessed by:
Hwadia
HANOVI WADIA
Administration Officer
Nationwide Finance Limited
Auckland

Signed

Robert William HILL
Authorised Signatory

Paulette FOSTER
Authorised Signatory

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.

[Handwritten signatures and initials in the box]

Easement instrument to grant easement or profit à prendre or create land covenant
Sections 90A and 90F, Land Transfer Act 1952

2003/6180EF
Approved
Registrar-General of Land

Land registration district
North Auckland

EI 6884539.9 Easement I
Cpy - 01/01, Pgs - 014, 29/05/06, 11:36

DocID: 312484382

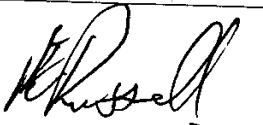

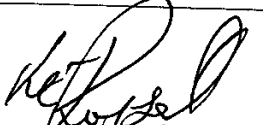

Grantor
NORTHCOAST DEVELOPMENTS LIMITED
Surname(s) must be underlined or in CAPITALS.

Grantee
NORTHCOAST DEVELOPMENTS LIMITED
Surname(s) must be underlined or in CAPITALS.

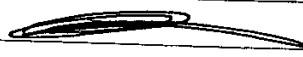
Grant* of easement or profit à prendre or creation or covenant
The Grantor, being the registered proprietor of the servient tenement(s) set out in Schedule A, grants to the Grantee (and, if so stated, in gross) the easement(s) or profit(s) à prendre set out in Schedule A, or creates the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

DATED this 18th day of May 2006

Attestation

 Director  Director Signature [Common Seal] of Grantor	<p>Signed in my presence by the Grantor</p> <p>Signature of Witness _____</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>
 Director  Director Signature [Common Seal] of Grantee	<p>Signed in my presence by the Grantee</p> <p>Signature of Witness _____</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name:</p> <p>Occupation:</p> <p>Address:</p>

Certified correct for the purposes of the Land Transfer Act 1952


[Solicitor for] the Grantee

* If the consent of any person is required for the grant, the specified consent form must be used.

9 EI 50

Annexure Schedule 1

2003/6180EF
Approved
Registrar-General of Land

Easement instrument

Dated

Page 2 of

pages

Schedule A

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Right of way, electricity and telecommunications supply	DP.366291	268666	268665 & 268666 268668
See Annexure Schedule 2 Contd.			

Easements or profits à prendre rights and powers (including terms, covenants, and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers provided in specific classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are [varied] ~~[negative]~~ ~~[added to]~~ or ~~[substituted]~~ by:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

[The provisions set out in Annexure Schedule ~~1~~].

Covenant provisions

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required

The provisions applying to the specified covenants are those set out in:

~~[Memorandum number _____, registered under section 155A of the Land Transfer Act 1952].~~

[The provisions set out in Annexure Schedule ~~1~~].

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

[Handwritten signatures and initials]

Annexure Schedule 2

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

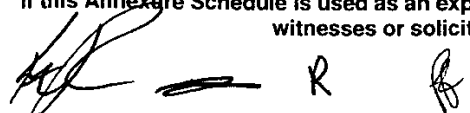
* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Schedule A continued...

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Continued...	B	268673	268672 & 138D/724
	C	268677	268676
	D	268682	268681
Effluent disposal	A, AI	268666	268665 & 268668
	B	268673	268663 to 268672(inclusive) 268674 to 268690 (inclusive) 138D/724
	C	268677	268673 to 268676 (inclusive) 138D/724
	D	268682	268673 to 268681(inclusive) 268683 138D/724
	F	268669	268670, 268671, 268672
	G	268670	268671, 268672
	H	268674	268673 138D/724
	J	268689	268690 & 268691
	K	268688	268689, 268690 268691
	L	268687	268688 to 268691 (inclusive)
	M	268686	268687 to 268691 (inclusive)

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 3

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
	N	268685	268686 to 268691 (inclusive)
	U	268678	268673 to 268676 (inclusive) 138D/724
	Y	268675	268673, 268674, 138D/724
	Z	268680	268673 to 268679 (inclusive) 138D/724
	AB, AC	268679	268673 to 268678 (inclusive)*
	AD	268684	268691
	AF	268673	138D/724

*138D/724

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.

[Handwritten signatures and initials: K, R, B]

Annexure Schedule 4

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

* Insert type of instrument. Continue in additional Annexure Schedule if required.

Schedule A continued...

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Stormwater drainage	A, AI	268666	268664 & 268665
	B	268673	268672
	W	268667	268663 to 268666 (inclusive)
	F	268669	268663 to 268668 (inclusive) 268670 & 268671
	G	268670	268668 & 268671
	H	268674	268672 & 268673
	Y	268675	268672 to 268674 (inclusive)
	I	268676	268672 to 268675 (inclusive)
	P	268677	268672 to 268676 (inclusive) 268678, 268679
	Q	268681	268672 to 268680
	R	268682	268672 to 268681 (inclusive) 268683
	S	268678	268663 to 268671 (inclusive)
	T	269679	268663 to 268671 (inclusive) 268678 268671

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.

[Handwritten signatures and initials: A, R, B]

Annexure Schedule 5

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Stormwater drainage Continued....			
	V	268691	268663 to 268683 (inclusive)
	X	268666	268665
	O	268691	268684 to 268690 (inclusive)
	AA	268664	268663
	AB	268679	268672 to 268678 (inclusive)
	AC	268679	268672 to 268678 (inclusive)
	AG	268664	268665 to 268666
	AH	268664	268663, 268665, 268666
	AI	268666	268663 to 268665 (inclusive)
	AJ	268683	268682

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.

[Handwritten signatures and initials]

Annexure Schedule 6

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages


* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Schedule A continued...

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Land covenants	DP366291	268663 to 268690 (inclusive)	268663 to 268690 (inclusive)

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 7

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

** Insert type of instrument.*

Continue in additional Annexure Schedule if required.

Stormwater Drainage

The rights, powers, terms and conditions of these easements shall be as set out in the right to drain water in the 4th Schedule Land Transfer Regulations 2002 varied as set out below.

The registered proprietors from time to time of the dominant tenements having the benefit of easements over areas marked V and O on DP 366291 shall be deemed to have consented to the vesting of any land contained in the Servient tenement in Kaipara District Council as road in the event of any further development of the Servient tenement.

The registered proprietors from time to time of that part of the dominant tenements marked O and V DP 366291 hereby consent to the surrender of this easement in the event that the drainage of the overland flow paths is reticulated underground to the approval of Kaipara District Council.

Effluent Disposal

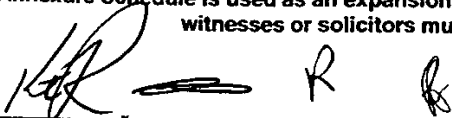
The rights and powers and terms and conditions of these easements are to be read as if those were rights to drain sewage provided in the 4th Schedule of the Land Transfer Regulations 2002 varied as set out below.

In the event that the Mangawhai Eco Care scheme is made available to the dominant lots herein and such lots once connected to the Mangawhai Eco Care scheme then the easement herein shall be surrendered at the cost of the registered proprietor of the dominant tenement. Contemporaneously with this surrender of the easement herein the registered proprietor of the Servient tenement shall execute a transfer of the easement area herein to Kaipara District Council by way of an easement in gross with the same rights and powers as are contained herein. In satisfying the requirements herein if requested to do so by the Kaipara District Council the registered proprietor of the dominant tenement and the Servient tenement shall execute all documents and procure execution of consents by their mortgagees and all things required by Kaipara District Council in order to satisfy the above conditions.

All Easements

The easement areas indicated in the preceding annexure schedules are all shown on DP366291.

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 1

2003/5038EF
Approved
Registrar-General of Land

Dated

Page of pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

Schedule A continued...

Land covenants

1. It is the grantors intention that the lots shall be subject to a general scheme applicable to and for the benefit of each of the lots, to the intent that a high standard and fully integrated residential subdivision with dwellings shall be enjoyed by the registered proprietors of the lots and The Sands in general, and that the owner or occupier for the time being of each of the lots shall be bound by the covenants set out in this instrument as far as they affect each lot, and that the owner or occupier for the time being of any lot may be able to enforce the observance of such covenants by the owners or occupiers for the time being of any of the other lots in equity or otherwise.
2. The grantees for themselves so as to bind each of the covenanting lots covenant and agree with themselves as grantors for the benefit of each of the benefiting lots and each registered proprietor of the benefiting lots from time to time that the grantees shall always observe and perform all the covenants set out in clauses 3.1 and 3.2 to the end and intent that each of the covenants shall forever enure for the benefit of the benefiting lots.
3. The grantees shall:-
 - 3.1 Not locate on any part of the covenanting lots a temporary dwelling house unless such temporary dwelling house is connected to a septic tank supplied by Reflections Treatment Systems Ltd ("Reflections") or such other supply company approved by The Sands (Mangawhai Heads) Owners Association Incorporated ("Owners Association") which is connected to the community sewage scheme and is authorised by the local authority.
 - 3.2 Not erect on or permit to remain on the covenanting lots any dwelling or any other building or structure that:-
 - (a) Is constructed in part or in full with second hand materials (with the exception of bricks).

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.

D0603043jba

Annexure Schedule 9

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

- (b) Does not have fully enclosed basement area (if any) with exterior cladding complying in all respects with the other provisions of this clause.
 - (c) Is not completed to shell only stage within 6 months of commencement of construction.
 - (d) Is not connected to a power supply.
 - (e) Is not connected to a septic tank supplied by Reflections or such other supply company approved by the Owners Association.
 - (f) Does not contain a dual flush system.
 - (g) Is a relocated dwelling house.
 - (h) Unless the same is a permitted activity under the relevant District plan and complies in all respects with Council's building regulations and code.
- 3.3 Not place or leave or permit to be placed or left on the covenanting lot any caravan that is not registered or carrying a warrant of fitness at all times.
- 3.4 Ensure that any exposed banks on the covenanting lots will be planted in grass or shrubs and that no areas of sand on the covenanting lots will be permitted to remain exposed for more than 3 months.

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.

D0603043jba

Annexure Schedule 1e

2003/5038EF
Approved
Registrar-General of Land

Dated _____ Page _____ of _____ pages

** Insert type of instrument. Continue in additional Annexure Schedule if required.*

- 3.5 Keep the covenanting lots in a neat and tidy condition and shall not permit the excessive growth of grass and/or weeds so that the grass or weeds exceed 150 mm in height or otherwise become unsightly and, if the grantees fail to do so the grantors may enter the property for the purpose of remedying the default and the grantees shall pay the grantors costs in so doing.
- 3.6 Not place or permit to be placed on the covenanting lots nor use or permit to be used for residential purposes any caravan or tent unless there is an ablution building erected on the covenanting lots which is connected to:-
 - (a) A septic tank supplied by Reflections or such other supply company approved by the Owners Association which is connected to the community sewage scheme and is authorised by the local authority.
 - (b) An electricity supply.
 - (c) A potable water collection tank.
- 3.7 Not further subdivide the covenanting lots unless there is a metropolitan sewage scheme available for the subdivided land which is administered by Kaipara District Council.

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.

[Handwritten signatures and initials]

Annexure Schedule 11

2003/5038EF
Approved
Registrar-General of Land

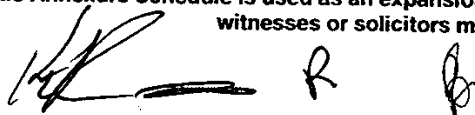
Dated _____ Page _____ of _____ pages

* Insert type of instrument.

Continue in additional Annexure Schedule if required.

- 3.8 Not allow to be planted or erected on the covenanting lots as the case may be any line of trees or shrubs or fences in excess of 1.8 metres in height nor shall the grantees allow the height of existing lines of trees and shrubs or fences to be increased over the 1.8 metre limit except that specimen trees to a maximum height of 4 metres shall be allowed.
4. Owners Association
- 4.1 The grantees will be and will automatically be deemed to be members of the Owners Association and they shall at all times whilst registered proprietors as aforesaid be and remain members of the Owners Association and shall be bound by and will comply with the rules of the Owners Association promulgated from time to time.
- 4.2. In the event that any registered proprietor for the time being of the covenanting lots (for the purpose of this provision "the default") defaults in the payment of any levy imposed by the Owners Association then the levy together with all collection costs shall constitute a charge on the title to the defaulters land in favour of the Owners Association. Such charge shall constitute a caveatable interest. In the event that the Owners Association registers a caveat on the defaulters title or calls for execution and registration of a mortgage on the defaulters title in terms of Section 101 of the Land Transfer Act 1952 then all costs of so doing shall be recoverable from the defaulter in addition to all other monies owing by the defaulter to the Owners Association.
- 4.3 The grantee may not take any action that might directly or indirectly result in the winding up or liquidation of the Owners Association.
- 4.4 If the Owners Association is not or ceases to be incorporated, is liquidated, or is removed from the Register of Incorporated Societies the Grantees constitute an unincorporated Society on the same rules as applied to the Owners Association and are jointly and severally liable to carry out the obligations of the Owners Association as contained in the resource consent for the subdivision evidenced by DP 366291, the consent notices, if any, registered against the titles to the lots on DP 366291 which are subject to these covenants.

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.

 R B

Annexure Schedule 12

2003/5038EF
Approved
Registrar-General of Land

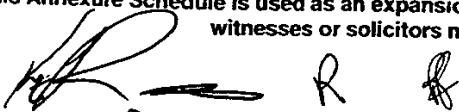
Dated _____ Page _____ of _____ pages

** Insert type of instrument.*

Continue in additional Annexure Schedule if required.

5. In the event that a sewage scheme is made available to the covenanting lots by the Kaipara District Council or its successor/s then the registered proprietors of the covenanting lots shall connect their properties to the Council sewage scheme within 3 months of a connection becoming available.

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.

Handwritten signatures and initials in black ink, including a large signature, a horizontal line, and several initials.

D0603043jba

Annexure Schedule 13

2003/5038EF
Approved
Registrar-General of Land

Dated Page of pages

* Insert type of instrument.


Continue in additional Annexure Schedule if required.


CONSENT OF MORTGAGEE

Nationwide Finance Limited being the mortgagee under and by virtue of Memorandum of Mortgage No. D550528.1 (North Auckland Registry) hereby consents to the within Easement Instrument without prejudice to its rights powers and remedies under the said mortgage.

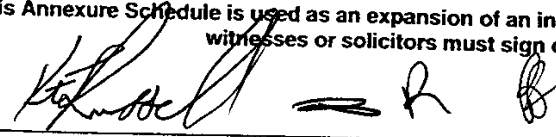
Dated this 18th day of May 2006

Signed


.....
Nationwide Finance Limited Robert William HILL
Authorised Signatory


Paulette FOSTER
Authorised Signatory

Witnessed by:
Hadia
HANOUI WADIA
Administration Officer
Nationwide Finance Limited
Auckland

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.


D672257.6 EC

EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

I/We NORTHCOAST DEVELOPMENTS LIMITED and MAURICE ELDRID DOUGHTY, JUDITH BETTY DOUGHTY, SHANE TIMOTHY DOUGHTY and TROY CHRISTOPHER DOUGHTY

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at Auckland on the _____ day of _____ 2001 under No. 210593 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

**SCHEDULE
DEPOSITED PLAN NO. 210593**

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Effluent Reticulation and Disposal	Lot 91	A	Lots 6,7,8,9,16 & 17	
	Lot 10	B	Lots 6,7,8,9,11,12 13,14,15,16 & 17	
	Part Lot 2 DP 79051	C & D	Lots 6,7,8,9,10, 11,12,13,14,15,16 & 17	
	Lot 4	E	Lot 5	
	Lot 3	F	Lots 4 & 5	
	Lot 2	G	Lots 3,4 & 5	
	Lot 1	H	Lots 2,3,4 & 5	
	Lot 34	I	Lots 1 to 25 inclusive 33,37 & Lot 2 DP 79051	
	Lot 31	J	Lots 1 to 25 inclusive, 33,34, 37 and Lot 2 DP 79051	
	Lot 10	K	Lot 6	
	Lot 90	L	Lots 1 to 25 inclusive, 33,34, 37 and Lot 2 DP 79051	
	Lot 30	M	Lots 1 to 29 inclusive, 31 to 34 inclusive & 37 & Lot 2 DP79051	

Lot 7

o

Lot 6

State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

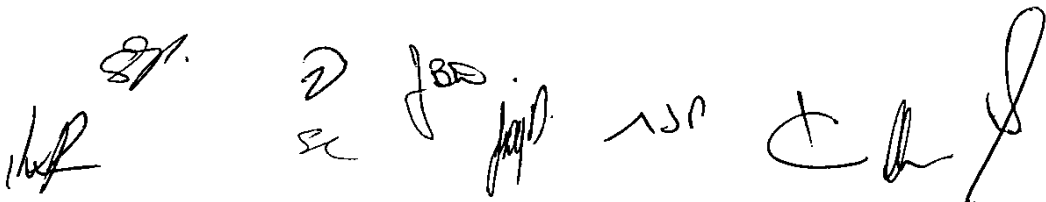
1. Rights and powers:

For the avoidance of doubt the rights and powers implied by paragraphs 4 and 5 of the Seventh Schedule Land Transfer Act 1952 apply to this easement.

In addition to the above rights the right to gather collect concentrate store treat and dispose of sewerage and waste water.

2. TERMS, CONDITIONS, COVENANTS, OR RESTRICTIONS IN RESPECT OF ANY OF THE ABOVE EASEMENTS:


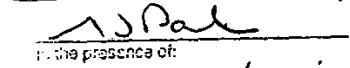
In the event that a community sewerage scheme is made available to the dominant Lots herein and such Lots are connected to the community sewerage scheme then the easements herein shall be surrendered at the cost of the registered proprietor of the dominant tenement. Contemporaneously with the surrender of the easements herein the registered proprietor of the servient tenement shall execute a transfer of the easement area herein to Kaipara District Council by way of an easement in gross with the same rights and powers as are contained herein. In satisfying the requirements herein if requested to do so by the Kaipara District Council the registered proprietors of the dominant tenement and the servient tenement shall execute all documents and procure execution of consents by their mortgagees and do all things required by Kaipara District Council in order to satisfy the above conditions.



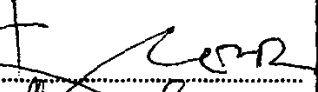


Handwritten signatures and initials at the bottom of the page, including a large signature on the left, a date '21', and several other initials and signatures.

NATIONWIDE FINANCE LIMITED as mortgagee under and by virtue of Mortgage D550528.1 **HEREBY CONSENTS** to the within Easement Certificate evidencing Effluent Reticulation and Disposal Easement.

Dated 14th day of December 2001

Signed for and on behalf of
NATIONWIDE FINANCE LIMITED by Stephen Ellis Cole
 Director/Authorised Signatory
Michael Ian Datch
 Director/Authorised Signatory
In the presence of:
Stephen Naughton Witness
26 Eversham Road, Mt Eden Address
scm Occupation

BANK OF NEW ZEALAND as mortgagee under and by virtue of Mortgage D547493-1 Hereby consents to the within Easement Certificate without prejudice to its rights as mortgagee under

<p>SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys</p> <p>Kendall James Taylor Christopher Ewen Bagley</p> <p>In the presence of: Witness: <u>Stephen John Naughton</u> Occupation: <u>Bank Officer</u> Address: <u>Wellington</u></p>	<p>BANK OF NEW ZEALAND By its Attorneys:</p> <p>  </p>
--	---

SA D Joe July
WJR SC

50104803



Bank of New Zealand

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

We, Kendall James Taylor of Wellington and Christopher Ewen Bagley of Wellington, New Zealand,

Bank Officers, severally certify that:

- 1. By deed dated 25 May 1994 (the "Deed") we were, by virtue of being respectively a Second Authorised Officer and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the Land Transfer Offices at: Auckland as No. C622693.1F, Blenheim as No. 174983, Christchurch as No. A124795.1, Dunedin as No. 859913, Gisborne as No. G198246.1, Hamilton as No. B214884, Hokitika as No. 098538, Invercargill as No. 221983.1, Napier as No. 609666.1, Nelson as No. 339830.1, New Plymouth as No. 412259, Wellington as No. B363693.1
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

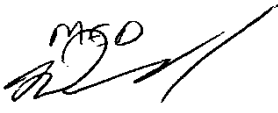
SIGNED at Wellington this 27th day of December 2001

Signature of Kendall James Taylor

SIGNED at Wellington this 27th day of December 2001

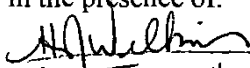
Signature of Christopher Ewen Bagley

SIGNED by
MAURICE ELDRID DOUGHTY

X ^{MED} 

X

in the presence of:



Witness signature

Helen Jeanette Wilkins

Witness full name

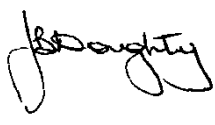
Sales Assistant

Occupation

Mangawhai

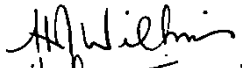
Town of residence e.g. Auckland or Mangawhai

SIGNED by
JUDITH BETTY DOUGHTY

X 

X

in the presence of:



Helen Jeanette Wilkins

Sales Assistant

Mangawhai

SIGNED by
SHANE TIMOTHY DOUGHTY

X 


X

in the presence of:



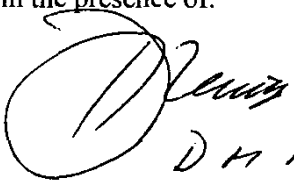
D.M. NEVILLE
SURVEYOR
OREWA

SIGNED by
TROY CHRISTOPHER DOUGHTY

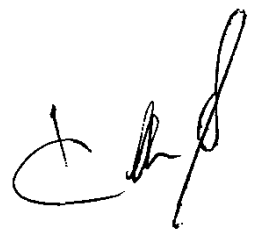
X 

X

in the presence of:



D.M. NEVILLE
SURVEYOR
OREWA

sc TSP 

2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:

Dated this _____ day of _____

Signed by the above-named

NORTHCOAST DEVELOPMENTS LIMITED

in the presence of

Witness

Occupation

Address

W. Russell Director
W. Russell DIRECTOR

Correct for the purposes of the Land Transfer Act 1952

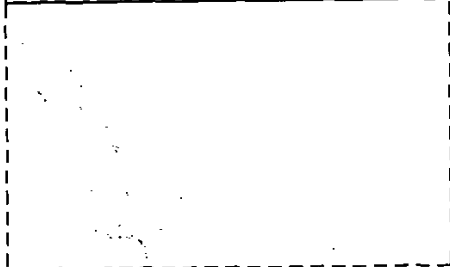
(Solicitor for) the registered proprietor:

↳ J.P.

Approved by Registrar-General
of Land under No. 1998/6031

EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting


Auckland District Law Society
REF: 4050

The above/within easements when created will
be/are subject to section 243 (a) Resource
Management Act 1991.

B. Shaw
for RGL



PARTICULARS ENTERED IN REGISTER
LAND REGISTRY NORTH AUCKLAND

3.25 15.JAN02 D 672257.6

LINE COPY



This page is for Land Registry Office use only.
(except for "Law Firm Acting")



IN THE MATTER of the Resource Management Act 1991 ("the Act")

AND

IN THE MATTER of a subdivision of land shown on Land Transfer Plan No. 366291

AND

IN THE MATTER of a Consent Notice issued pursuant to Section 221 of the Act by **KAIPARA DISTRICT COUNCIL** ("the Council")

I, ALAN JOHN McKERCHAR Chief Executive Officer for the Council **HEREBY CERTIFY** that the following conditions to be complied with on a continuing basis by the Owner (as defined in the Act) were imposed by the Council as conditions of approval for the subdivision of the land in Certificate of Title 118177 as affected by Land Transfer Plan No. 366291 ("the plan").

1. That the Owner for the time being of lots 120 to 147 (inclusive) on the plan must:
 - (i) Become and remain whilst owning their respective Lots a member of the Owners Association known as The Sands (Mangawhai Heads) Owners Association Incorporated an incorporated society formed to own, operate, maintain and administer all matters associated with the communal waste water treatment and disposal system for the subdivision until such time as connection to the reticulated public sewerage scheme for Mangawhai known as the Eco Care Project is available.
 - (ii) In the absence of the of the Owners Association jointly and severally perform and observe the terms of this Consent Notice

- (iii) Use the communal effluent disposal scheme within the subdivision only until such time as connection to the Eco Care Project is available. At that time all properties will be required to connect to the Eco Care Project and must comply with all of the Council's requirements relating to such connection.
 - (iv) Until the time of connection of their respective lots to the Eco Care Project they shall comply with the standards defined by the Owners Association responsible for ongoing management of the communal waste water treatment and disposal system and install individual septic tank/interceptor tanks and plumbing fixtures in accordance with those standards.
 - (v) Until the time of connection to the Eco Care Project, shall enter into an ongoing contract for the maintenance of the individual septic tank/interceptor tanks with an organisation to the approval of the Owners Association responsible for ongoing management of the communal wastewater treatment and disposal system.
2. The attention of Owners and prospective purchasers of Lots 129 and 130 is drawn to the following matters in respect of which compliance is required:-
- (i) The use of land affected by the easements depicted on the plan is restricted to a communal waste water treatment and disposal system until such time as the land on the Plan is provided with connection to the Eco Care Project.
 - (ii) At the time of connection to the Eco Care Project, all of the Council's requirements relating to such connection shall be complied with.
3. That the Owners for the time being of lots 120 to 128 (inclusive) and 131 to 147 (inclusive) shall ensure that an individual septic tank/interceptor tank of at least 4,500 litre capacity with effluent outlet filter as necessary shall be installed on each lot when residential development is undertaken, connected to the communal waste water treatment and disposal system for the Land on the Plan, and maintain thereafter until such time as the Land on the Plan is provided with a connection to the Eco Care Project.

4. That the Owner for the time being of lots 120 to 147 (inclusive) shall:-
 - (i) Construct storm water detention devices on each lot at the time of residential development of the respective lot. Such devices shall be specifically designed by an appropriately qualified competent engineer to the approval of the Council to ensure that the peak storm water runoff from each lot will be no greater than that which would have occurred prior to development.
 - (ii) Ensure all rainwater tank overflows and other concentrated sources of storm water are directed to the storm water detention devices installed in compliance with (i) above.
 - (iii) Ensure ongoing maintenance of the storm water detention devices installed in compliance with (i) above to ensure their effective continuing operation.

5. That the Owner for the time being of lots 120, 121, 124, 126, 127, 135 to 137 (inclusive) and 140 to 147 (inclusive) shall:-
 - (i) At the time of residential development of each lot form a vehicle crossing to comply with Council standards and Council permit crossing procedures current at that time.

6. The Owner for the time being of lots 120 to 147 (inclusive) shall comply with the recommendations of the Harrison Grierson Geotechnical Completion Report Reference 2230-006119-01 dated December 2005.

DATED at Dargaville this 8th day of May 2006

SIGNED by the said **ALAN JOHN McKERCHAR**,
 Chief Executive Officer for **KAIPARA DISTRICT**
COUNCIL

 A. J. McKerchar

Title & Further Information

Address: _____

This information sheet may accompany the legal documents, reports and records such as the property's title, LIM (if supplied by Vendor), and District Plan provided to prospective purchasers by the Agent.

DISCLAIMER: All documents are supplied by for general information purposes only.

The information below are some common 'interests' that may be listed on a property title with simple explanations about the restrictions or rights that could affect the property. Some interests, district plan information, LIM information or other information that has come to the Agents attention may be further detailed on the documents supplied. Some documents may not have been made available to the agent such as the LIM report which means the agent may not have been able to verify some information about the property.

These explanations are not intended to be legal advice or to be relied on by a prospective purchaser. Reading and interpreting the documents is a specialist area. It is the purchaser's sole responsibility to ensure they fully understand the title and related documents from their own investigations and independent professional advice, and the purchaser must not rely solely on the information provided by the Agent or Vendor prior to entering into an agreement to purchase the property. It is strongly recommended that the purchaser seeks advice and explanation about the Title, LIM, District Plan and other relevant documents from their own lawyer or registered conveyancer.

This document does not form part of the S&P Agreement.

Tick if appropriate to title:

Easements

An easement is the granting or benefit of rights in land that do not include possession. Usually easements allow one party to cross another party's land for a particular purpose, such as rights of way, rights to convey water, gas, electricity or telecommunications, or rights to drain stormwater or sewage. The location of such easements will usually be shown on the plan of the property attached to the certificate of title. "Subject to" means the property gives the benefit to another property. "Appurtenant hereto" means the property has the benefit of the easement.

Easements are not always for the benefit of neighbouring land. An easement in gross has no beneficiary. It is usually in the form of a grant to a territorial authority, or a utility company such as Spark or Vector. The territorial authority or utility company will have the right to access the land for maintenance work.

It must be noted that some easements, such as old drainage easements, may not be recorded on the certificate of title, but will usually appear on district plan maps. There are also a number of "universal" easements, such as those protecting against the undermining of a neighbour's property through excavation. These are common law easements, and not normally registered on the title. May affect use of the property so it is highly recommended to investigate further and seek legal advice.

The easements created by Easement Instrument.... are subject to Section 243 (a) Resource Management Act 1991

The reference s243(a) of the Resource Management Act 1991 simply means that the easement created under easement instrumentcannot be surrendered by the owner of the title without prior consent of the council.

Resource Management Act 241(2)

Refers to details in the RMA section 241(2) likely in relation to the subdivision of the property.

Consent Notice pursuant to Section 221 Resource Management Act 1991

A consent notice registered against the Title gives notice of the conditions of the subdivision consent under which the land was subdivided which bind the owners going forward. This may affect your use of the property so it is highly recommended to seek further legal advice and view any relevant documentation.

Lease of Flat 1 & 2

Relate to the cross lease of the property. This may affect your use of the property so it is highly recommended to view memorandum of lease for further details and to seek further legal advice.

Fencing Covenant

Fencing covenants are used by subdividers and developers to enable them to avoid their contribution to a fence between their property and adjoining land, as provided for in the Fencing Act 1978.. Fencing covenants are recorded on the certificate of title, but expire at the time of sale of the adjoining land by the first purchaser, or at the end of 12 years. However, the covenant is not automatically removed from the certificate of title. Please note that fencing covenants registered on titles that adjoin Crown lands – for example, reserves – may run with the land. Do not confuse a Fencing Covenant with a Fencing Agreement (below).

Fencing Agreement

Is an agreement between adjoining neighbours to do or not do something that would otherwise be permitted. (It contains rules about fencing etc that must be adhered to by various parties.). May affect use of the property so it is highly recommended to view the relevant document and seek further legal advice if there is a Fencing Agreement registered on the title.



Title & Further Information

Land Covenant

Contains various rules/regulations in relation to the property as private agreements between parties or imposed by the council. This may affect your use of the property so it is highly recommended to view relevant documentation for specific details and it is recommended to seek further legal advice and a full explanation from your solicitor.

Building Line Restriction

A building line restriction may limit where you can build on the property. Recommended to investigate further based on your requirements for the property and to confirm there are no obvious encroachments from existing dwellings. Note that some building line restrictions may not be included on the title but are included on the District Plan. It may affect your intended use of the property so it is highly recommended to view relevant documentation and to seek further legal/technical advice for the full details.

Marginal Strip

A Marginal Strip is Crown land adjacent to foreshore, lake, rivers or streams greater than 3 metres wide that is sold or otherwise disposed of, the strip of land no less than 20 metres wide is deemed reserved. This means that the owner of the ex-Crown property located adjacent to the waterway does not own the first 20 metres of that property. This may affect your use of the property so it is highly recommended to seek further investigation/technical advice for full details.

Limited as to Parcels

This means that the property has never been properly surveyed and as such the dimensions of the site it refers to are not guaranteed. This is usually not found in the interests but at the top of the title document. If this is on the title it is highly recommended to seek further legal and specialist advice.

Additional Interests/Subject to various acts

Additional interests may not be common interests on a title and the salesperson may not be familiar with the implications of these interests. These interests are noted below and it is highly recommended to seek further legal/technical advice.

Further Title, District Plan and LIM (if provided) information & any additional information about the property that has come to the Agent's attention. If there is not enough room below, additional pages may be attached.

DISCLAIMER: The information listed below is provided as a starting point for prospective purchasers to do their own research and seek their own advice. It is the purchaser's responsibility to do its own due diligence on the property and this information is intended only to alert the purchaser to possible issues with a property of this age, condition and construction, in this location. The list is not represented as including everything that a purchaser should be aware of or investigate further as there may be issues that the Agent or Vendor have no knowledge of, expertise in, or any reason to suspect or raise. Furthermore, nothing listed below is intended to imply that there is any actual problem or concern with the property or its surrounding area.

Listing Agent: Sign:  _____ Print Name: _____ Date: _____



Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

New Zealand Residential Property
Sale and Purchase Agreement Guide





This guide tells you...

what a sale and purchase agreement is

what's in a sale and purchase agreement

what happens after you sign the sale and purchase agreement

what happens if you have a problem

where to go for more information

Where to go for more information

This guide is available in other languages. You can find translated copies of this guide on [rea.govt.nz](https://www.rea.govt.nz) and [settled.govt.nz](https://www.settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://www.settled.govt.nz). The guide tells you more about the agreement you sign with the agency helping to sell your property.

We welcome any feedback you have on this publication.

The information in this guide was accurate when published. However, the requirements this information is based on can change at any time. Up-to-date information is available at [rea.govt.nz](https://www.rea.govt.nz).

Key things to know about sale and purchase agreements

- A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property.
- You must sign a written sale and purchase agreement to buy or sell a property.
- You need to read and understand the sale and purchase agreement before you sign it.
- Even if a standard sale and purchase agreement is being used, you should always get legal advice before you sign the agreement and throughout the buying and selling process.
- You can negotiate some of the terms and conditions in a sale and purchase agreement.
- You can include additional clauses, such as what to do if there are special circumstances. Your lawyer plays an important role in providing advice on what the sale and purchase agreement should say.
- A sale and purchase agreement becomes unconditional once all the conditions are met.
- In most cases, the real estate professional is working for the seller of the property, but they must treat the buyer fairly.
- If your real estate professional or anyone related to them wants to buy your property, they must get your written consent to do this. They must also give you a valuation of your property by an independent registered valuer.
- The sale and purchase agreement is only available in English. You may need assistance interpreting it if English is not your primary language.

What a sale and purchase agreement is

A sale and purchase agreement is a legally binding contract between you and the other party involved in buying or selling a property. It sets out all the details, terms and conditions of the sale. This includes things such as the price, any chattels being sold with the property, whether the buyer

needs to sell another property first or needs a property inspection and the settlement date.

A sale and purchase agreement provides certainty to both the buyer and the seller about what will happen when.



What's in a sale and purchase agreement

Your sale and purchase agreement should include the following things.

Basic details of the sale

Different sale methods like tender or auction might mean the sale and purchase agreement can look different, but all sale and purchase agreements should contain:

- the names of the people buying and selling the property
- the address of the property
- the type of title, for example, freehold or leasehold
- the price
- any deposit the buyer must pay
- any chattels being sold with the property, for example, whiteware or curtains
- any specific conditions you or the other party want fulfilled
- how many working days you have to fulfil your conditions (if there are any conditions)
- the settlement date (the date the buyer pays the rest of the amount for the property, which is usually also the day they can move in)
- the rate of interest the buyer must pay on any overdue payments (such as being late on paying the deposit or the remaining amount at the settlement date).

General obligations and conditions you have to comply with

The sale and purchase agreement includes general obligations and conditions that you will need to comply with. For example, these may include:

- access rights – what access the buyer can have to inspect the property before settlement day
- insurance – to make sure the property remains insured until the settlement date and outline what will happen if any damage occurs before settlement day
- default by the buyer – the buyer may have to compensate the seller if they don't settle on time, for example, with interest payments
- default by the seller – the seller may have to compensate the buyer if they don't settle on time, for example, by paying accommodation costs
- eligibility to buy property in New Zealand – people who have migrated to New Zealand may not be permitted to immediately buy property or may need to get consent from the Overseas Investment Office.

Your lawyer will explain these clauses to you.

Check...

Always check your sale and purchase agreement with a lawyer before signing.

Buying or selling a property where the owner isn't able to participate, like a mortgagee sale or deceased estate, can mean the real estate professional has limited information about the property. It pays to allow for this when deciding what conditions the buyer and seller might need.

Remember...

Before you sign a sale and purchase agreement, whether you're the buyer or the seller, the real estate professional must give you a copy of this guide. They must also ask you to confirm in writing that you've received it.

Specific conditions a buyer may include

Some buyers will present an unconditional offer, which means there are no specific conditions to be fulfilled. Some buyers will include one or more conditions (that must be fulfilled by a specified date) in their offer such as:

- title search – this is done by the buyer's lawyer to check who the legal owner of the property is and to see if there are any other interests over the property such as caveats or easements
- finance – this refers to the buyer arranging payment, often requiring bank approval for a mortgage or loan
- valuation report – a bank may require the buyer to obtain a valuation of the property (an estimate of the property's worth on the current market) before they agree to a loan
- Land Information Memorandum (LIM) – provided by the local council, this report provides information about the property such as rates, building permits and consents, drainage, planning and other important information
- property inspection – a buyer paying for an inspection provides an independent overview of the condition of the property rather than relying on an inspection that has been arranged by the seller

- engineer's or surveyor's report – similar to the above but more focused on the entire section and the structure of the property
- sale of another home – the buyer may need to sell their own home in order to buy another.

The real estate professional helps the buyer and the seller to include the conditions they each want. Even though the real estate professional works for the seller, they also have to deal fairly and honestly with the buyer. While they're not expected to discover hidden defects, they can't withhold information and must tell the buyer about any known defects with the property. If a buyer needs time to check a property for defects, including a property inspection condition may be important.



What happens after you sign the sale and purchase agreement

Signing the sale and purchase agreement is not the end of the sale or purchase process.

Both parties work through the conditions until the agreement is unconditional

A conditional agreement means the sale and purchase agreement has one or more conditions that must be met by a specified date and before the sale goes through.

The buyer pays the deposit. Depending on what the sale and purchase agreement says, the buyer may pay the deposit when they sign the agreement or when the agreement becomes unconditional. If the deposit is made to the real estate agency, it must be held in their agency's trust account for 10 working days before it can be released to the seller.

An agreement for sale and purchase commits you to buy or sell

Once you've signed the sale and purchase agreement and any conditions set out in it have been met, you must complete the sale or purchase of the property.

The length of time between the conditions being met and the settlement date varies. Settlement periods can be lengthy if the property hasn't been built yet or the sale and purchase agreement includes conditions for one party to buy or sell another property. The real estate professional has obligations to keep you informed of important updates that come up during this time.

Pre-settlement inspection

This is the chance for the buyer to check the property and chattels are in the same condition they were when the sale and purchase agreement was signed and to check that the seller has met any conditions, for example, there is no damage to walls or chattels haven't been removed from the property.

It's important to raise any concerns you find at the pre-settlement inspection with your lawyer and the real estate professional as soon as possible to allow enough time for an issue to be resolved. If it's less than 24 hours before settlement, the vendor may not be obligated to set things right.

Payment of a commission

Once the sale is complete, the seller pays the real estate professional for their services. The real estate agency usually takes the commission from the deposit they're holding in their trust account. The seller should make sure the deposit is enough to cover the commission. The real estate professional cannot ask the buyer to pay for their services if they have been engaged by the seller.

The buyer pays the rest

The buyer pays the remainder of the amount for the property on the day of settlement, usually through their lawyer.

Buying a tenanted property

If the property is tenanted, the agreement for sale and purchase should specify this. It may also contain a specific date for possession that may differ from the settlement date.

If the buyer requires the property to be sold with 'vacant possession', it is the seller's responsibility to give the tenant notice to vacate in accordance with the tenant's legal rights.

It is recommended that you seek legal advice if you are buying a property that is currently tenanted.

What happens if you have a problem

If something has gone wrong, first discuss your concern with the real estate professional or their manager. All agencies must have in-house procedures for resolving complaints.

If you can't resolve the issue with the real estate agency or you don't feel comfortable discussing it with them, you can contact the Real Estate Authority (REA). We can help in a number of ways if your complaint is about the real estate professional. For example, we can help you and the real estate professional or agency to resolve

the issue and remind them of their obligations under the Real Estate Agents Act 2008. When you contact us, we'll work with you to help you decide the best thing to do.

Call us on **0800 367 7322**, email us at info@rea.govt.nz or visit us online at rea.govt.nz

About settled.govt.nz



Settled.govt.nz guides you through home buying and selling.

Buying or selling your home is one of the biggest financial decisions you will make. It's a complex and sometimes stressful process with potentially significant emotional and financial impacts if things go wrong.

Settled.govt.nz provides comprehensive independent information and guidance for home buyers and sellers. You can find information about the risks and how they can impact you and get useful tips on how to avoid some of the major potential problems.

Settled.govt.nz will help to inform and guide you through the process from when you're thinking of buying or selling right through to when you're moving in or out. You'll find valuable information, checklists, quizzes, videos and tools. From understanding LIMs, to sale and purchase agreements, to when to contact a lawyer, **settled.govt.nz** explains what you need to know.

Settled.govt.nz is brought to you by the Real Estate Authority – Te Mana Papawhenua (REA).

For more information

For more information on home buying and selling, visit settled.govt.nz or email info@settled.govt.nz



About the Real Estate Authority – Te Mana Papawhenua (REA)

REA is the independent government agency that regulates the New Zealand real estate profession.

Our purpose is to promote and protect the interests of consumers buying and selling real estate and to promote public confidence in the performance of real estate agency work.

What we do

Our job is to promote a high standard of conduct in the real estate profession and protect buyers and sellers of property from harm.

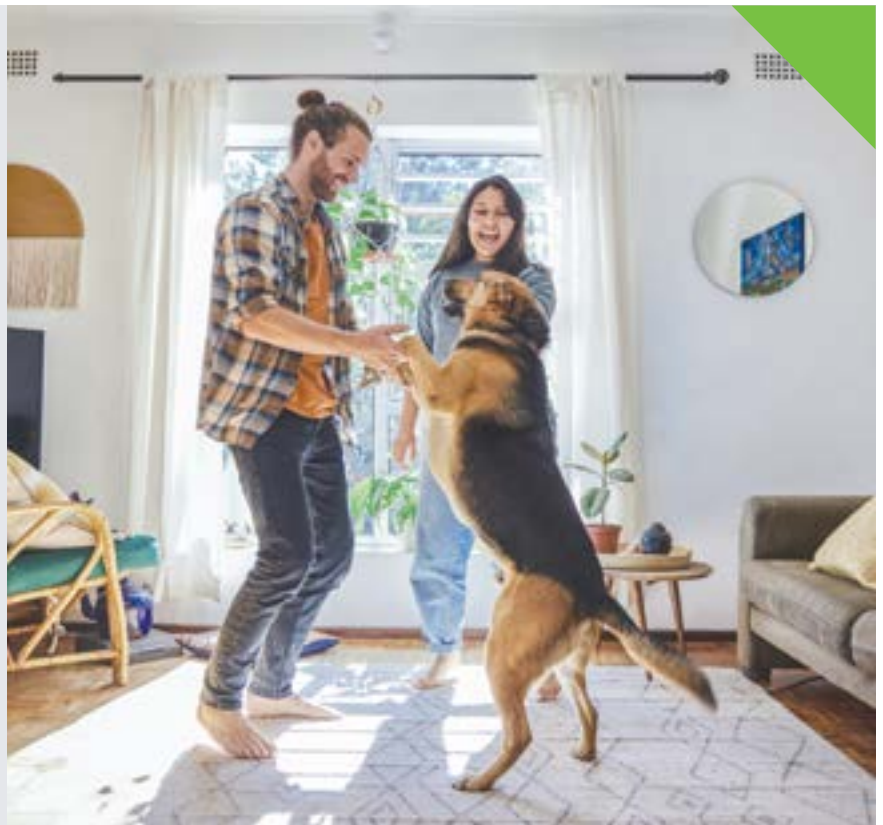
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- We maintain a Code of Conduct setting out the professional standards real estate professionals must follow.
- We maintain a public register of real estate professionals that includes information about disciplinary action taken in the last 3 years.

The Real Estate Agents Authority is a Crown agent, established under the Real Estate Agents Act 2008. The Real Estate Authority is the operating name of the Real Estate Agents Authority.

For more information

To find out more about REA, visit rea.govt.nz, call us on **0800 367 7322** or email us at info@rea.govt.nz



Approved under section 133 of the Real Estate Agents Act 2008. Effective from 14 October 2022.