

**Transfer instrument**  
Section 90, Land Transfer Act 1952

**T 5865536.19 Transfer**

Cpy - 01/01, Pgs - 011, 04/02/04, 13:12



DocID: 510798317

**Land registration district**

South Auckland

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

All/part

Area/description of part or stratum

68030	All	Lot 11, DP317349 ("Servient Tenement")
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**Transferor**

*Surname(s) must be underlined.*

Delamare Properties Limited as registered proprietor of the Servient Tenement

**Transferee**

*Surname(s) must be underlined.*

Delamare Properties Limited

**Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created**

State if fencing covenant imposed.


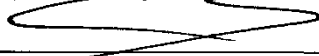
Fee simple and Land Covenants pursuant to sections 49 and 66A Property Law Act (continued on pages 2 & 3 Annexure Schedule)

**Operative clause**

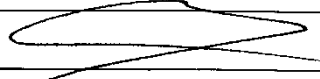
The Transferor transfers to the Transferee the above estate or interest in the land in the above certificate(s) of title or computer register(s) and, if an easement or profit à prendre is described above, that easement or profit à prendre is granted or created.

Dated this 5th day of December 2003

**Attestation** (If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).

 Signature [common seal] of Transferor	<b>Signed in my presence by the Transferor</b>  Signature of witness
	Witness to complete in BLOCK letters (unless legibly printed) Witness name <b>Stuart Jason Weir</b> Occupation <b>Solicitor</b> Address <b>Auckland</b>

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



[Solicitor for] the Transferee

**Annexure Schedule**

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

Transfer

Dated

5/12/2003

Page

1 of 2

pages

(Continue in additional Annexure Schedule, if required.)

**Continuation of "Estate or Interest or Easement to be created"**

The Transferor is the registered proprietor of the land contained in Certificate of Title 68030 (described as Lot 11, DP 317349) formerly part of the land contained in certificates of title 68C/760 - 769 (inclusive).

**AND WHEREAS** it is the Transferor's intention to create for the benefit of the land in the Certificates of Title set out in Schedule A (the "Dominant Lots") the land covenants set out in the Schedule B over the Servient Lot **TO THE INTENT** that the Servient Lot shall be bound by the stipulations and restrictions set out in Schedule B and that the owners and occupiers for the time being of the Dominant Lots may enforce the observance of such stipulation against the owner's for the time being of the Servient Lot.

**AND WHEREAS** the Transferor wishes to utilise the provisions of Sections 49 and 66A of the Property Law to create such land covenants.

**AND AS INCIDENTAL** to the transfer of the fee simple so as to bind the Servient Lot and for the benefit of the respective Dominant Lots the Transferor **DOES HEREBY COVENANT AND AGREE** in the manner set out in Schedule B so that the covenants run with the Servient Lot for the benefit of the respective Dominant Lots.

**SCHEDULE A**

Certificates of Title No.

- 68020
- 68021
- 68022
- 68023
- 68024
- 68025
- 68026
- 68027
- 68028
- 68029

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.

*AM C*

**Annexure Schedule**

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

Transfer

Dated

5/12/2003

Page

2 of 2

pages

(Continue in additional Annexure Schedule, if required.)

**SCHEDULE B**

1. The Transferor will only erect or permit to be erected on the Servient Lot a single dwellinghouse together with such other ancillary buildings normally appurtenant to dwellings in a rural location.
2. The Transferor will not subdivide the Servient Tenement into two or more lots. The term "subdivide" in this schedule shall have the meaning ascribed to it in Section 218 of the Resource Management Act 1991.

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 signature and initials*

IN THE MATTER of the Land Transfer Act  
1952

AND

IN THE MATTER of Deposited Plan 317349



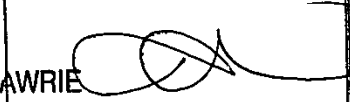
**BANK OF NEW ZEALAND LIMITED** as mortgagee under Mortgage 5202355.3 **HEREBY CONSENT** to the:

- (a) Deposit of plan 317349;
- (b) Surrender of Lease B627210.16,
- (c) Registration of an Electricity Easement in Gross in favour of Unitednetworks Limited;
- (d) Registration of the easements of water supply and right of way referred to on Plan 317349;
- (e) Registration of Land covenants restricting the further subdivision of Lot 11, DP 317349
- (f) *Variation of Easement Instrument B627210.4 as set out in \** but without prejudice to the rights, remedies and powers contained in that Mortgage.

DATED - 4 April 2003

\* the water supply and right of way Easement Instrument included with the documents to deposit LT 317349. 8.

EXECUTED by  
**BANK OF NEW ZEALAND LIMITED**  
by: \_\_\_\_\_

SIGNED for and on behalf of <b>BANK OF NEW ZEALAND</b> by its Attorneys	<b>BANK OF NEW ZEALAND</b> By its Attorneys:
Kendall James Taylor	
Jeremy Hastings White	
In the presence of:	
<b>KELSEY MAREE LAWRIE</b>	
Witness: _____	_____
Occupation: Bank Officer	
Address: Wellington	

50300818



**Bank of New Zealand**

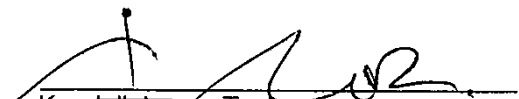
**CERTIFICATE OF NON-REVOCATION  
OF POWER OF ATTORNEY**

We, Kendall James Taylor and Jeremy Hastings White both of Wellington, Bank Officers, severally certify that:


1. By deed dated 26 October 2001 (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 following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
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 4th day of April 2003

  
Kendall James Taylor

SIGNED at Wellington this 4th day of April 2003

  
Jeremy Hastings White

IN THE MATTER of the Land Transfer Act  
1952

AND

IN THE MATTER of Deposited Plan 317349

ASB BANK LIMITED as mortgagee under Mortgage B.640860.3 <sup>and 5394745.3</sup> HEREBY CONSENT to  
the:

- (a) Deposit of plan 317349;
- (b) Surrender of Lease B627210.16,
- (c) Registration of an Electricity Easement in Gross in favour of Unitednetworks Limited;
- (d) Registration of the easements of water supply and right of way referred to on Plan 317349;
- (e) Registration of Land covenants restricting the further subdivision of Lot 11, DP 317349
- (f) *Variation of Easement Instrument B.627210.14 as set out in the water\** but without prejudice to the rights, remedies and powers contained in that Mortgage.

DATED -

18 FEB 2003

EXECUTED by  
ASB BANK LIMITED  
by:

SIGNED by ASB BANK LIMITED by its Attorney  
BRENDA ANNE WATERS

in the presence of:

Witness:

Bank Officer

AUCKLAND

*\*supply and right of way  
Easement Instrument included  
with the documents to  
deposit plan 317349.*

ASB BANK LIMITED

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Brenda Anne Waters of Auckland in New Zealand, Acting Manager Loan Security Alterations, Lending Services of ASB Bank Limited.

HEREBY CERTIFY


1. THAT I hold the appointment of Manager Loan Security Alterations, Lending Services of ASB Bank Limited at Auckland (hereinafter called "the Bank").
2. THAT by Deed dated 28 November 2000 copies of which are deposited in the Land Information New Zealand office at:

Auckland	as No. D.575405.1F	(North Auckland Registry)
Blenheim	as No. 216108.1	(Marlborough Registry)
Christchurch	as No. 5020922.1	(Canterbury Registry)
Dunedin	as No. 5021507.1	(Otago Registry)
Gisborne	as No. 232181.1	(Gisborne Registry)
Hamilton	as No. B.643811.1	(South Auckland Registry)
Hokitika	as No. 115745.1	(Westland Registry)
Napier	as No. 713144.1	(Hawkes Bay Registry)
Nelson	as No. 404094.1	(Nelson Registry)
New Plymouth	as No. 476627.1	(Taranaki Registry)
Wellington	as No. B.819638.1	(Wellington Registry)

I, as holder of the appointment described in paragraph 1 hereof was constituted and appointed as attorney of the Bank on terms and subject to the conditions set out in the said Deed.

3. THAT as at the date hereof, I have not received any notice or information of the revocation of that appointment by winding up or dissolution of the Bank or otherwise.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_



18 FEB 2003




**ANZ BANKING GROUP (NEW ZEALAND) LIMITED**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, *Lorraine Grace Coe* of Auckland in New Zealand, *Manager Mortgage Securities* of ANZ Banking Group (New Zealand) Limited, hereby certify that:

1. By Deed dated *10 April 2002* I was appointed an Attorney of ANZ Banking Group (New Zealand) Limited, a Company incorporated in New Zealand and having its head office at Wellington on the terms and subject to the conditions set out in that deed.
2. At the date hereof I have not received any notice of the revocation of that appointment by the winding up or dissolution of ANZ Banking Group (New Zealand) Limited or otherwise.
3. This Deed is registered with Land Information, New Zealand, Dealing Number 5245578.25.

SIGNED by the abovenamed )  
Attorney at Auckland on this )  
*17th* day of *November* **2003**. ) 

IN THE MATTER of the Land Transfer Act  
1952

AND

IN THE MATTER of Deposited Plan 317349


Mortgage Holdings Trust Company Limited as mortgagee under  
Mortgage 5477477.3 **HEREBY CONSENT** to the:

- (a) Deposit of plan 317349;
- (b) Surrender of Lease B627210.16,
- (c) Registration of an Electricity Easement in Gross in favour of Unitednetworks Limited;
- (d) Registration of the easements of water supply and right of way referred to on Plan 317349;
- (e) Registration of Land covenants restricting the further subdivision of Lot 11, DP 317349
- (f) Variation of Easement Instrument B627210.14 as set out in the water\* but without prejudice to the rights, remedies and powers contained in that Mortgage.

DATED - 25<sup>th</sup> day of March 2003

EXECUTED by PHILLIP GRAEME HARRIS

by:



\*supply and right of way  
Easement Instrument included  
with the documents to deposit  
Plan 317349.

**MORTGAGE HOLDING TRUST COMPANY LIMITED**

**CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY**

I, Phillip Graeme Harris of Auckland in New Zealand, Manager BankDirect, Lending Services of ASB Bank Limited.

**HEREBY CERTIFY**

1. **THAT** I hold the appointment of Manager Loan BankDirect, Lending Services of ASB Bank Limited at Auckland (hereinafter called "the Bank").
2. **THAT** by Deed dated 1 August 2002, a copy of which is deposited in the Land Information New Zealand office at Auckland as **Number PA 5377969.1**

I, as holder of the appointment described in paragraph 1 hereof was constituted and appointed as attorney of Mortgage Holding Trust Company Limited on terms and subject to the conditions set out in the said Deed.

3. **THAT** as at the date hereof, I have not received any notice or information of the revocation of that appointment by winding up or dissolution of Mortgage Holding Trust Company Limited or otherwise.

**SIGNED** this 25<sup>th</sup> day of March 2003

  
PHILLIP GRAEME HARRIS