

PROPERTY INFORMATION

A

+ S

AMY + SHAR

021 077 9945 / 027 555 0654

amy@asrealestate.co.nz

shar@asrealestate.co.nz

STATEMENT OF PASSING OVER

This information has been supplied by the vendor or third party. A+S (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all intending purchasers are advised to conduct their own due diligence investigation seeking the relevant independent legal or technical advice.

To the maximum extent permitted by law we do not accept any responsibility to any party for the accuracy or use of the information herein.





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

**Guaranteed Search Copy issued under Section 60 of the Land
Transfer Act 2017**




R.W. Muir
Registrar-General
of Land

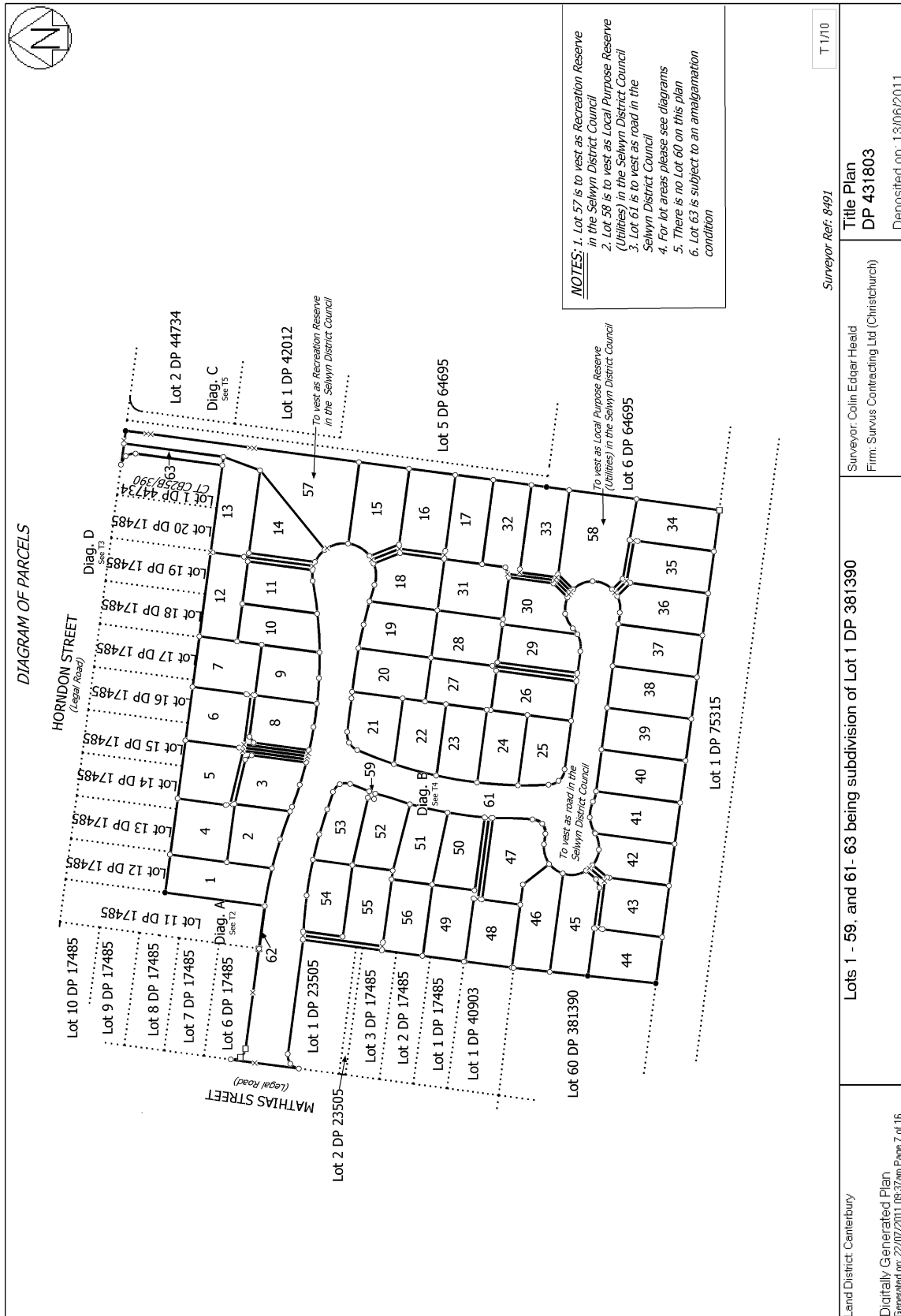
Identifier **532427**
Land Registration District **Canterbury**
Date Issued 13 June 2011

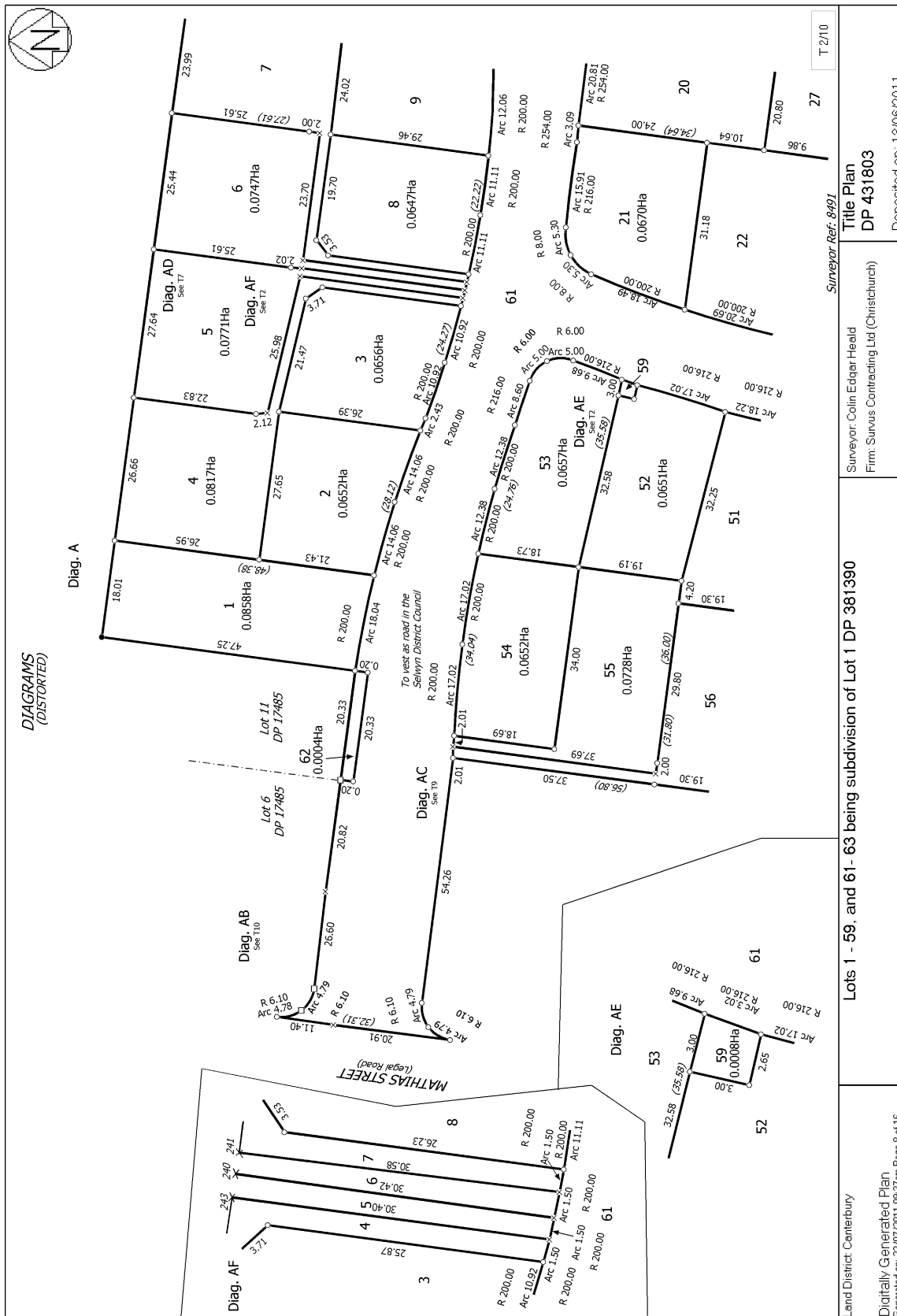
Prior References
326079

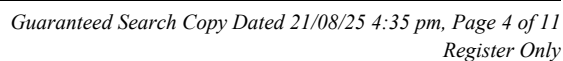
Estate Fee Simple
Area 779 square metres more or less
Legal Description Lot 32 Deposited Plan 431803
Registered Owners
Kevin Rihari Nicholas and Merryl Clare Peddie

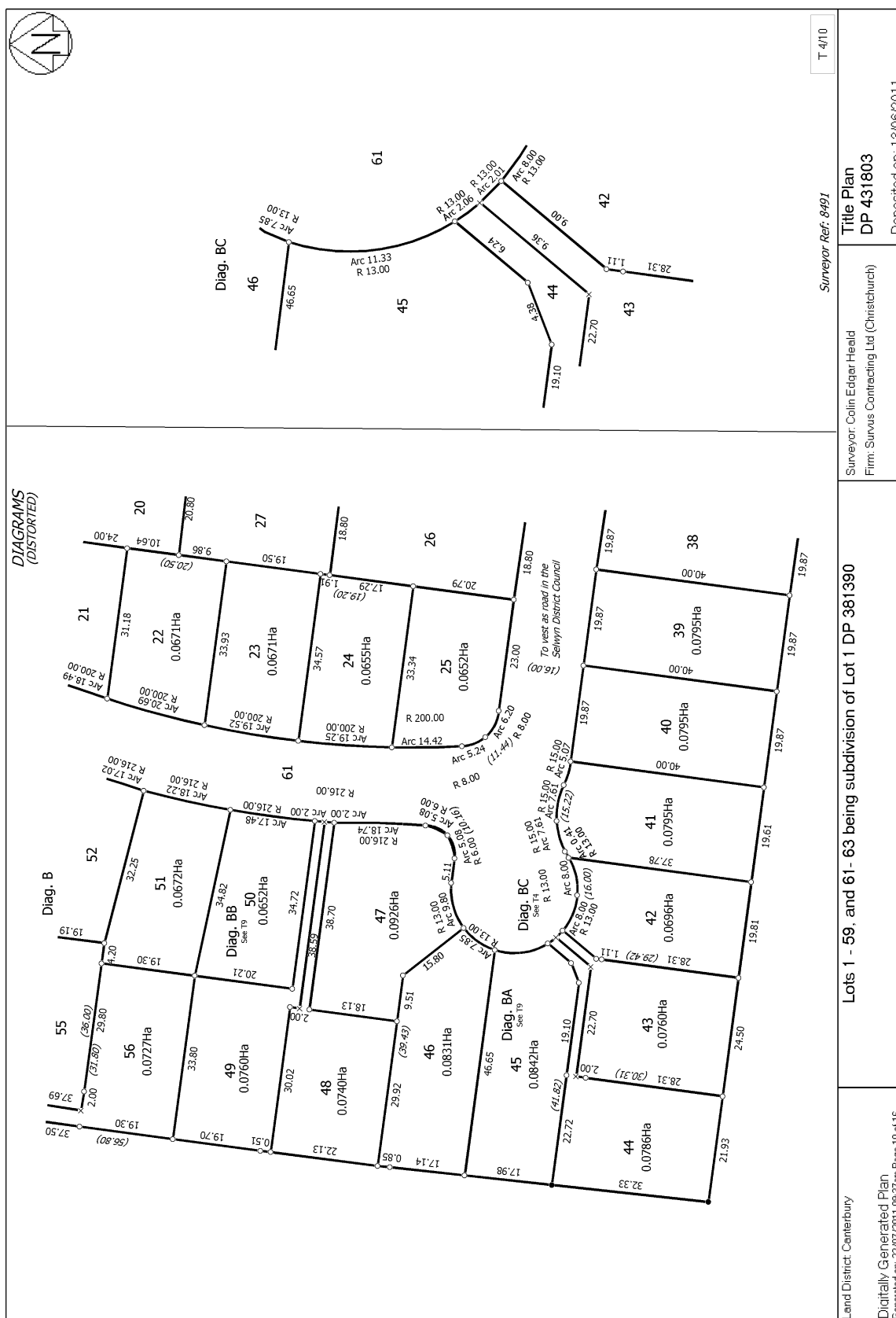
Interests

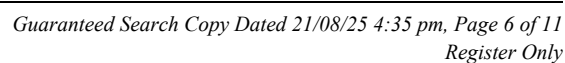
Subject to a right of way, right to drain water and sewage and a right to convey water, electricity, telecommunications and computer media over part marked L on DP 431803 created by Easement Instrument 8697570.8 - 13.6.2011 at 11:27 am
Appurtenant hereto are rights of way, rights to drain water and sewage and rights to convey water, electricity, telecommunications and computer media created by Easement Instrument 8697570.8 - 13.6.2011 at 11:27 am
The easements created by Easement Instrument 8697570.8 are subject to Section 243 (a) Resource Management Act 1991
Subject to a right to convey electricity in gross over part marked L on DP 431803 in favour of Orion New Zealand Limited created by Easement Instrument 8697570.9 - 13.6.2011 at 11:27 am
The easement created by Easement Instrument 8697570.9 is subject to Section 243 (a) Resource Management Act 1991
Land Covenant in Easement Instrument 8697570.12 - 13.6.2011 at 11:27 am
Fencing Covenant in Easement Instrument 8697570.12 - 13.6.2011 at 11:27 am
12351411.3 Mortgage to ASB Bank Limited - 20.1.2022 at 1:29 pm

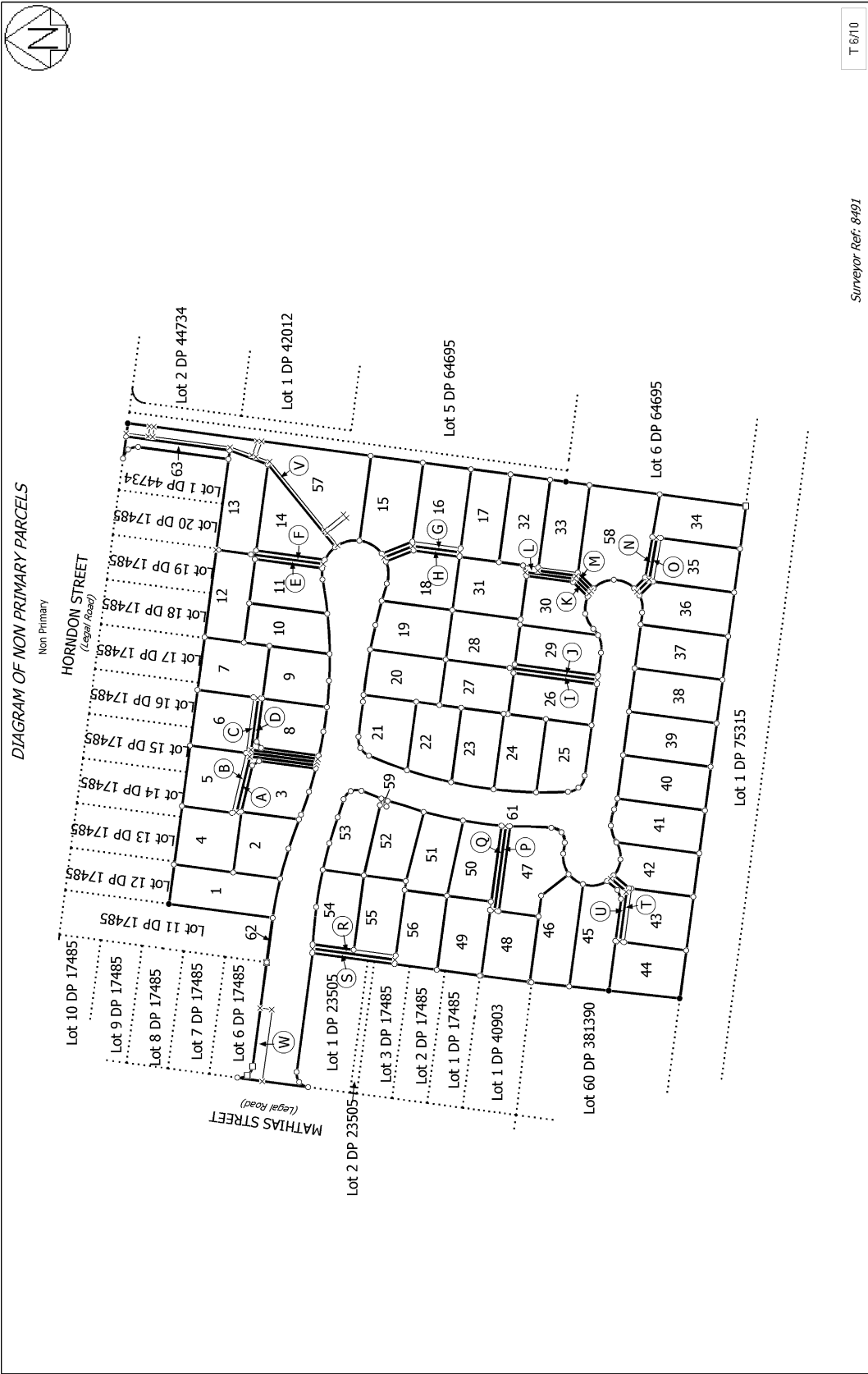




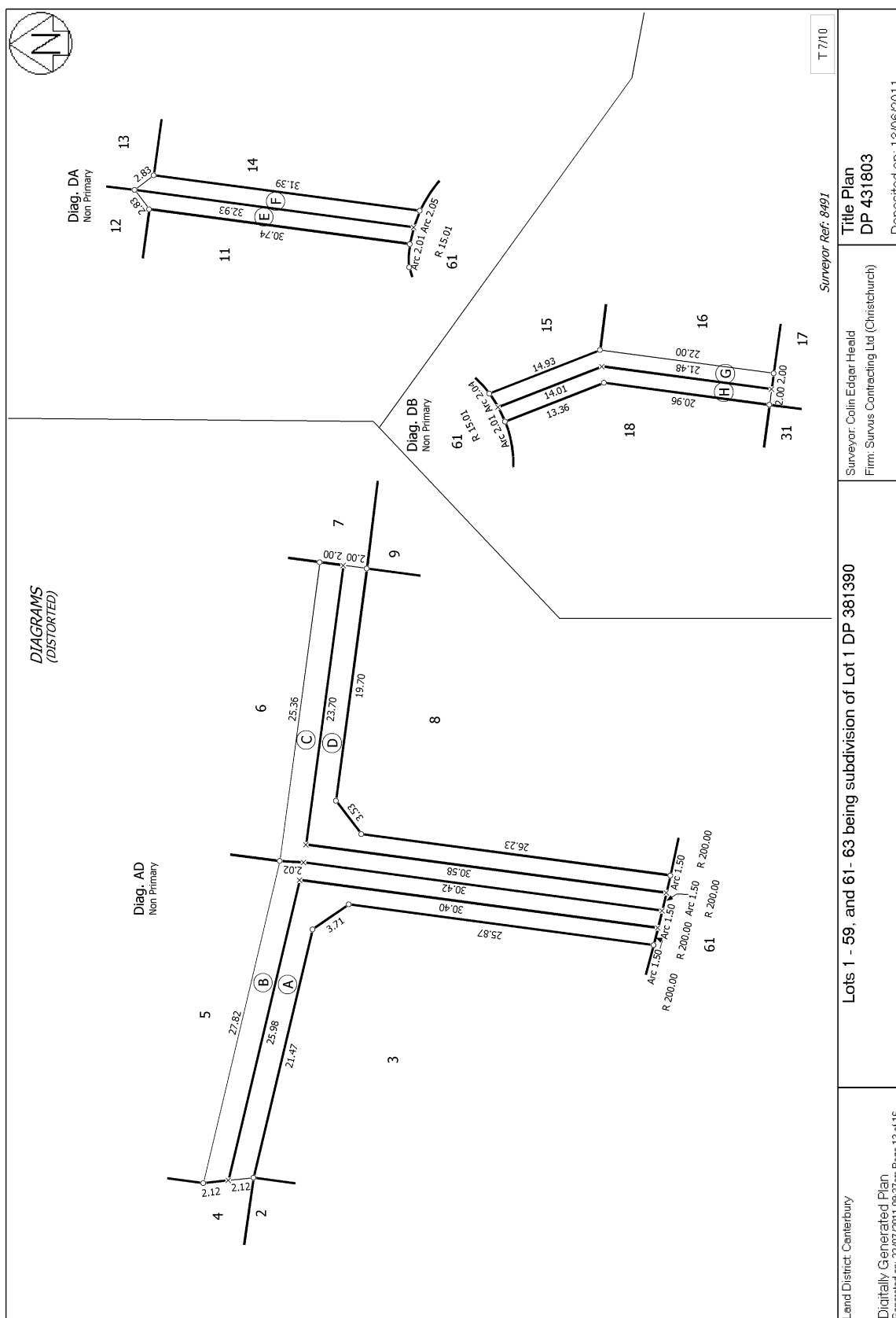


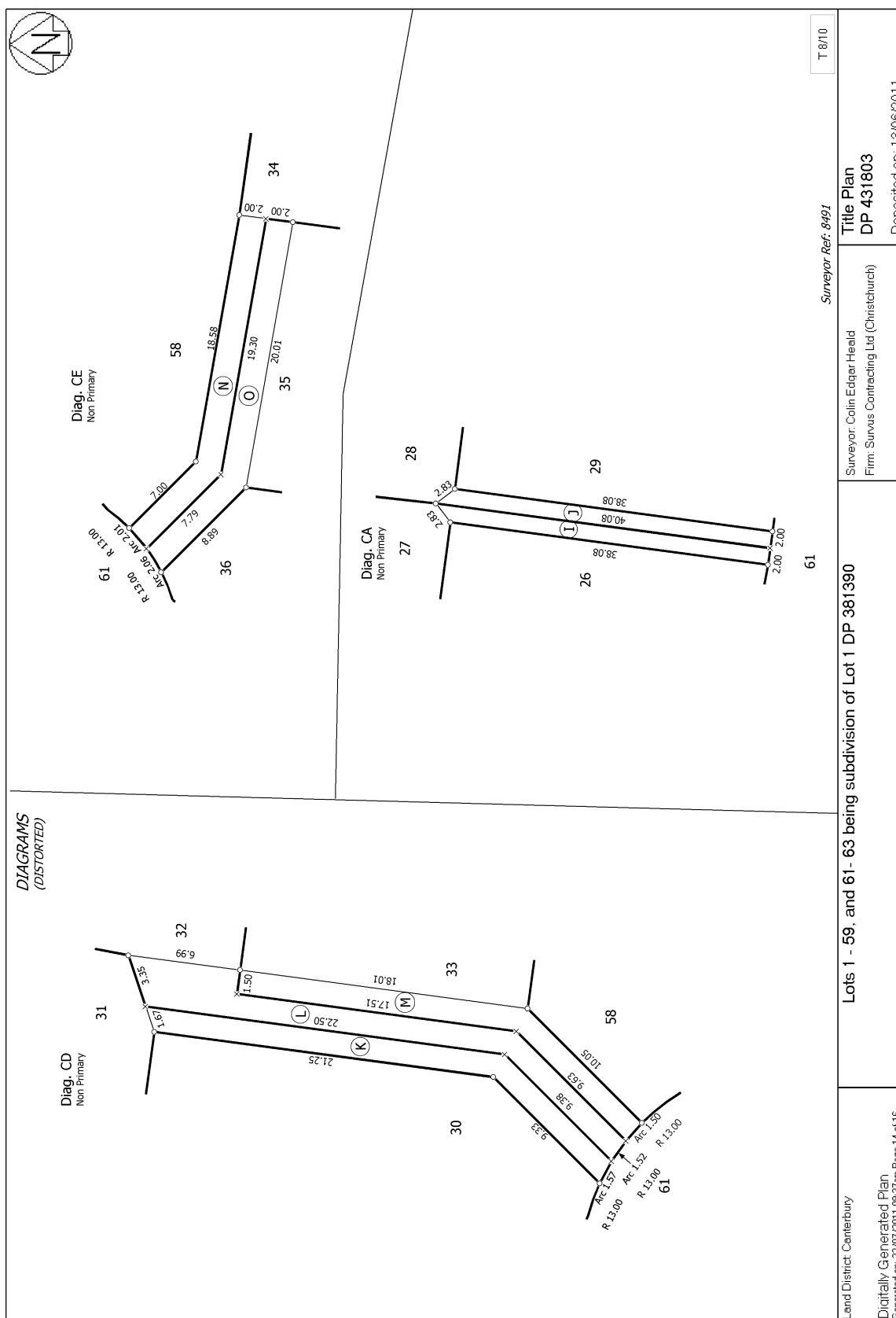


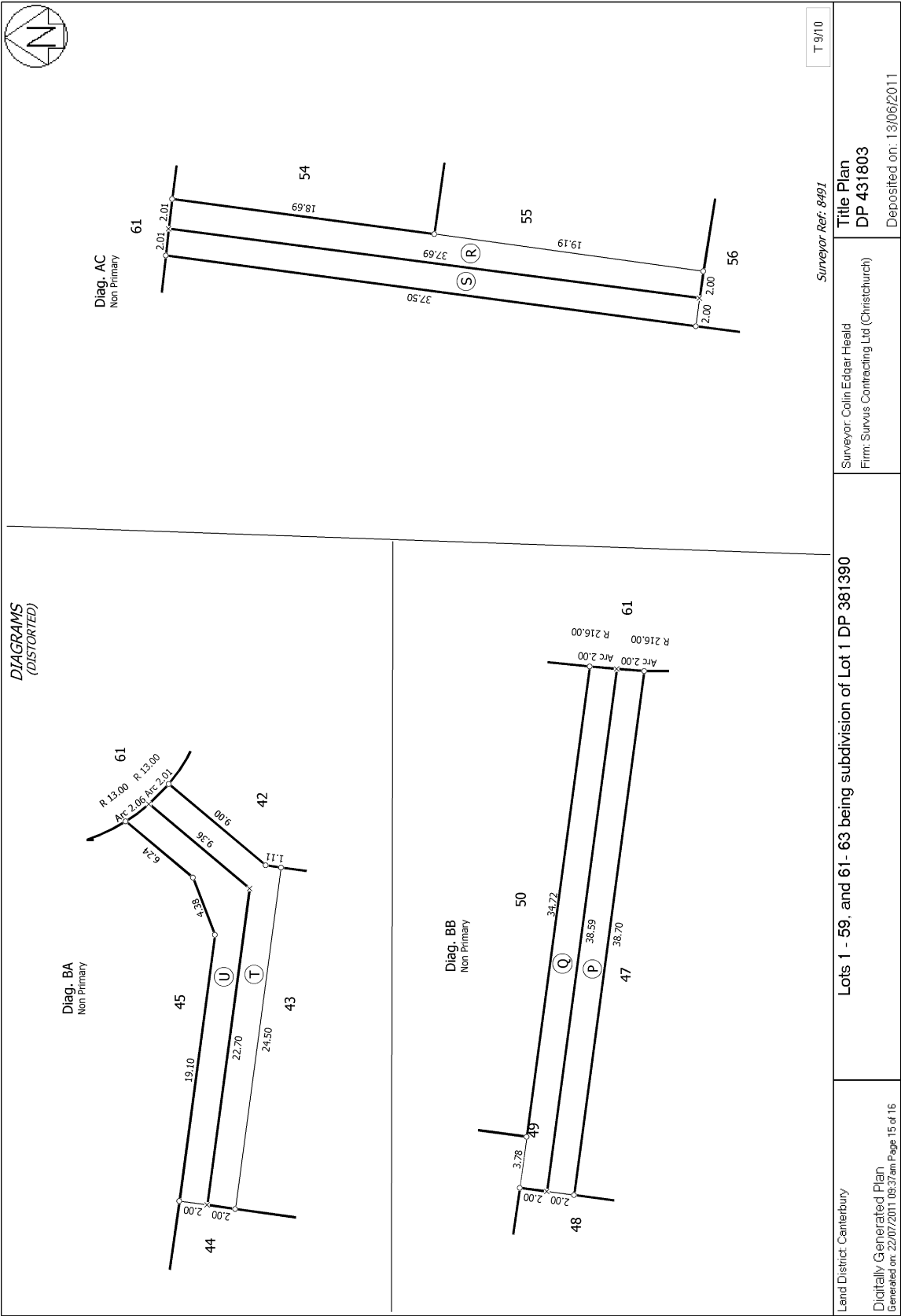


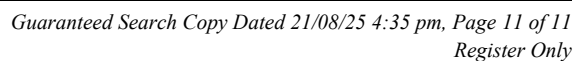


Land District: Canterbury	Lots 1 - 59, and 61- 63 being subdivision of Lot 1 DP 381390		Surveyor Ref: 8991	T 6/10
Digitally Generated Plan Generated on: 22/07/2011 09:37am Page 12 of 16	Title Plan DP 431803		Surveyor: Colin Edgar Heald Firm: Survus Contracting Ltd (Christchurch) Deposited on: 13/06/2011	









View Instrument Details



Instrument No 8697570.8
Status Registered
Date & Time Lodged 13 June 2011 11:27
Lodged By Leonard, Gail Maree
Instrument Type Easement Instrument



Toitū Te Whenua
Land Information
New Zealand

Affected Computer Registers Land District

532398	Canterbury
532399	Canterbury
532401	Canterbury
532402	Canterbury
532407	Canterbury
532408	Canterbury
532411	Canterbury
532412	Canterbury
532422	Canterbury
532423	Canterbury
532426	Canterbury
532427	Canterbury
532428	Canterbury
532429	Canterbury
532430	Canterbury
532438	Canterbury
532439	Canterbury
532443	Canterbury
532444	Canterbury
532450	Canterbury
532451	Canterbury

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 6993746.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Peter Brendon Wyllie as Grantor Representative on 13/06/2011 10:33 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

Grantee Certifications

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Peter Brendon Wyllie as Grantee Representative on 13/06/2011 10:36 AM

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

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

Stanwood Holdings Limited

Grantee

Stanwood Holdings Limited

Grant of Easement or *Profit à prendre* or Creation of 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).

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right of way, right to drain water and sewage, right to convey water, electricity, telecommunications and computer media	A	532398	532399, 532401, 532402
	B	532399	532398, 532401, 532402
	C	532401	532398, 532399, 532402
	D	532402	532398, 532399, 532401
	E	532407	532408
	F	532408	532407
	G	532411	532412
	H	532412	532411
	I	532422	532423
	J	532423	532422
	K	532426	532427, 532428
	L	532427	532426, 532428
	M	532428	532426, 532427
	N	532429	532430
	O	532430	532429
	P	532443	532444
	Q	532444	532443
	R	532450	532451
	S	532451	532450
	T	532438	532439
	U	532439	532438

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 implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby [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 2 _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]

[Annexure Schedule _____]

Annexure schedule

Page 3 of 3 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Easement

Continue in additional Annexure Schedule, if required

Annexure Schedule 2

1.0 Further Rights and Powers Applying to All Easements in this Instrument:

"Easement" refers to all the easements rights set out in Annexure Schedule 1 of this Instrument

- 1.1 Any maintenance, repair or replacement of an Easement Facility within an Easement that is necessary due to any act or omission by the Grantor or the Grantee (which includes their agents, employees, contractors, subcontractors and invitees of that Grantor or Grantee) must be carried out promptly by that Grantor or Grantee and at that Grantor or Grantee's sole cost.
- 1.2 Where the act or omission is the partial cause of the maintenance, repair or replacement, the costs payable by that Grantor or Grantee responsible shall be in proportion to the amount attributable to that act or omission (with the balance payable in accordance with clause 11 of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule of the Property Law Act 2007).
- 1.3 Conflict:
 - (a) Where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the said Fifth Schedule shall prevail.
 - (b) However if there is a conflict between clause 2(c) of the Fifth Schedule to the Property Law Act 2007 and clause 11(2) of the Fourth Schedule to the Land Transfer Regulations 2002 then the provisions of clause 11(2) of the Fourth Schedule to the Land Transfer Regulations 2002 shall prevail.
 - (c) Where there is a conflict between the provisions of the said Fourth Schedule and/or the said Fifth Schedule, and the modifications in this Easement Instrument, the modifications herein shall prevail.

2.0 Rights of Entry

- 2.1 The rights and powers implied in easements by section 12 of Schedule 4, Land Transfer Regulations 2002 are hereby amended so that:
 - (a) Subsection 6 also covers all damage caused to any "trees, seedlings, plants or other vegetation"; and
 - (b) Subsections 2 and 5 shall include "any crop (whether ready to harvest or not), trees, seedlings, plants or other vegetation or any buildings, constructions or fences on the servient land".

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
 Land Transfer Act 1952 section 238(2)



Insert type of instrument
 "Caveat", "Mortgage" etc

Mortgage

Page ☐ of ☐ pages

Consentor

Surname must be underlined or in CAPITALS

ANZ National Bank Limited

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Mortgagee under Mortgage number 6993746.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

~~Section~~ of the ~~Act~~


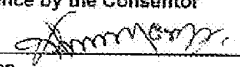
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

1. The lodgement of the Order for new Computer Register in the form attached; and
2. The registration of easements in the form attached.

Dated this 05 day of November 2010

Attestation

<p>ANIL SURESH CHANDRA</p> 	<p>Signed in my presence by the Consentor</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>
<p>Signature of Consentor</p>	<p>AMYN NASIRUDDIN NAYANI</p> <p>BANK OFFICER</p> <p>AUCKLAND</p>

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

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

**I, Anil Suresh Chandra of Auckland, New Zealand, Manager,
Lending Services Centre of ANZ National Bank Limited, certify –**

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed at **Auckland** this day of 5 November 2010

Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

View Instrument Details



Instrument No 8697570.9
Status Registered
Date & Time Lodged 13 June 2011 11:27
Lodged By Leonard, Gail Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

532398	Canterbury
532399	Canterbury
532401	Canterbury
532402	Canterbury
532407	Canterbury
532408	Canterbury
532411	Canterbury
532412	Canterbury
532422	Canterbury
532423	Canterbury
532426	Canterbury
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532428	Canterbury
532429	Canterbury
532430	Canterbury
532438	Canterbury
532439	Canterbury
532443	Canterbury
532444	Canterbury
532450	Canterbury
532451	Canterbury

Annexure Schedule: Contains 5 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 6993746.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Peter Brendon Wyllie as Grantor Representative on 13/06/2011 10:34 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

Grantee Certifications

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Nicola Merle Carter as Grantee Representative on 10/06/2011 04:55 PM

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

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

STANWOOD HOLDINGS LIMITED

Grantee

ORION NEW ZEALAND LIMITED

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey electricity forever	A on DP 431803	Lot 4 DP 431803 (532398)	In gross
	B on DP 431803	Lot 5 DP 431803 (532399)	
	C on DP 431803	Lot 6 DP 431803 (532401)	
	D on DP 431803	Lot 7 DP 431803 (532402)	
	E on DP 431803	Lot 12 DP 431803 (532407)	
	F on DP 431803	Lot 13 DP 431803 (532408)	
	G on DP 431803	Lot 16 DP 431803 (532411)	
	H on DP 431803	Lot 17 DP 431803 (532412)	
	I on DP 431803	Lot 27 DP 431803 (532422)	
	J on DP 431803	Lot 28 DP 431803 (532423)	
	K on DP 431803	Lot 31 DP 431803 (532426)	
	L on DP 431803	Lot 32 DP 431803 (532427)	

Schedule A (continued)*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Right to convey electricity forever	M on DP 431803	Lot 33 DP 431803 (532428)	In gross
	N on DP 431803	Lot 34 DP 431803 (532429)	
	O on DP 431803	Lot 35 DP 431803 (532430)	
	P on DP 431803	Lot 48 DP 431803 (532443)	
	Q on DP 431803	Lot 49 DP 431803 (532444)	
	R on DP 431803	Lot 55 DP 431803 (532450)	
	S on DP 431803	Lot 56 DP 431803 (532451)	
	T on DP 431803	Lot 43 DP 431803 (532438)	
	U on DP 431803	Lot 44 DP 431803 (532439)	

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 implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or ~~Schedule Five of the Property Law Act 2007~~

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

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

the provisions set out in the Annexure Schedule hereto

Covenant provisions

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

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

Annexure Schedule

Easement or profit(s) à prendre Rights and Powers (including terms, covenants and conditions

- 1 The Grantee shall have the full free and unrestricted right liberty and privilege for the Grantee from time to time and at all times hereafter to convey and transmit electric power and energy through under and along that part of the said land marked A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T and U on Deposited Plan 431803 ("the easement strip") by means of an underground cable or cables and any associated equipment or fittings now or hereafter to be laid and any cable or cables laid in substitution therefor.
- 2 The Grantee by means of its employees servants agents contractors and workmen may enter upon the easement strip and the adjoining land of the Grantor at any time by night as well as by day with or without vehicles plant equipment and implements for the purposes of inspection maintenance installation repair and/or replacement of the said underground cable or cables or any associated equipment or fittings of the Grantee so that the same may at all times be kept in good and efficient working order.
- 3 The Grantee may dig up and excavate the easement strip for all or any of the said purposes and if necessary may deposit soil upon the Grantor's land adjoining the same provided always that all work shall be carried out expeditiously and on completion the surface of any land affected will forthwith be restored as nearly as possible to its former state and condition at the sole cost and expense of the Grantee.
- 4 In exercise of the rights hereby granted the Grantee will not unduly interfere with any other lawful user of the Grantor's land and will except in case of emergency give reasonable notice to the Grantor of the Grantee's intention to carry out any works authorised hereby.
- 5 The Grantee shall at all times indemnify and keep indemnified the Grantor against all liability and possible risk arising out of the Grantee's exercise of rights hereby granted.
- 6 The Grantor will not do nor suffer nor permit to be done any act matter or thing whereby the Grantee's rights hereunder or any of the said cables equipment or fittings may be interfered with or affected and in particular (but not so as to restrict the generality of this clause) the Grantor will not construct erect place or plant nor suffer nor permit to be constructed erected placed or planted on the easement strip any building structure tree or shrub.
- 7 In the case of any difference or dispute as to any clause matter or thing herein contained or implied or as to the construction thereof or in respect of the rights or liabilities of the parties hereunder the same shall be decided by a single arbitrator should the parties agree upon one otherwise by the arbitration of two disinterested persons one to be appointed by each party or by their umpire chosen by the arbitrators before reference to them of the difference or dispute and if either party shall neglect to appoint an arbitrator or shall appoint an arbitrator who shall refuse to act then the arbitrator appointed by the other party shall proceed to final decision alone and every such arbitration shall be deemed to be a reference to arbitration under the Arbitration Act 1996 and any then subsisting amendment thereto or re-enactment thereof.

Approved by Registrar-General of Land under No. 2003/6150
Annexure Schedule - Consent Form
Land Transfer Act 1952 section 238(2)



Insert type of instrument
 "Caveat", "Mortgage" etc

Mortgage

Page ☐ of ☐ pages

Consentor

Surname must be underlined or in CAPITALS

ANZ National Bank Limited

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Mortgagee under Mortgage number 6993746.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
 Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

~~Section~~ of the ~~Land Transfer~~ Act


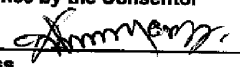
[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

1. The lodgement of the Order for new Computer Register in the form attached; and
2. The registration of easements in the form attached.

Dated this 05 day of November 2010

Attestation

<p>ANIL SURESH CHANDRA</p> 	Signed in my presence by the Consentor	
	Signature of Witness 	
	Witness to complete in BLOCK letters (unless legibly printed)	
	Witness name	AMYN NASIRUDDIN NAYANI
	Occupation	BANK OFFICER
	Address	AUCKLAND
Signature of Consentor		

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

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

**I, Anil Suresh Chandra of Auckland, New Zealand, Manager,
Lending Services Centre of ANZ National Bank Limited, certify –**

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed at **Auckland** this day of 5 November 2010

Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

View Instrument Details



Instrument No 8697570.12
Status Registered
Date & Time Lodged 13 June 2011 11:27
Lodged By Leonard, Gail Maree
Instrument Type Easement Instrument



Affected Computer Registers Land District

532395	Canterbury
532396	Canterbury
532397	Canterbury
532398	Canterbury
532399	Canterbury
532401	Canterbury
532402	Canterbury
532403	Canterbury
532404	Canterbury
532405	Canterbury
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532436	Canterbury

Affected Computer Registers	Land District
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532437	Canterbury
532438	Canterbury
532439	Canterbury
532440	Canterbury
532441	Canterbury
532442	Canterbury
532443	Canterbury
532444	Canterbury
532445	Canterbury
532446	Canterbury
532447	Canterbury
532448	Canterbury
532449	Canterbury
532450	Canterbury
532500	Canterbury

Annexure Schedule: Contains 6 Pages.

Grantor Certifications

I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

I certify that the Mortgagee under Mortgage 6993746.2 has consented to this transaction and I hold that consent ☒

Signature

Signed by Peter Brendon Wyllie as Grantor Representative on 20/01/2011 09:37 AM

Grantee Certifications

I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒

Signature

Signed by Peter Brendon Wyllie as Grantee Representative on 20/01/2011 09:37 AM

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

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

2009/6229EF
APPROVED
Registrar-General of Land

Grantor

STANWOOD HOLDINGS LIMITED

Grantee

STANWOOD HOLDINGS LIMITED

Grant of Easement or *Profit à prendre* or Creation of 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)

Schedule A

Continue in additional Annexure Schedule, if required

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
/			

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 implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2002 and/or Schedule Five of the Property Law Act 2007

The implied rights and powers are hereby [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 _____]

Covenant provisions

Delete phrases in [] and insert Memorandum number as require; 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]~~

[Annexure Schedule 1 _____]

Annexure Schedule

Page 3 of 4 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

Land Covenant

Continue in additional Annexure Schedule, if required

Continuation of "Estate or Interest or Easement to be Created"

whereby the Transferee HEREBY COVENANTS with the Transferor that:

1. No building shall be erected or placed on the land other than either:
 - (a) A new single unit dwelling house having a closed-in floor area of not less than 100m² (exclusive of basement, carport or garage) - Usual appurtenant buildings which may include a detached self-contained minor dwelling unit (granny flat) containing not more than one bedroom and not exceeding 50m² in gross floor area excluding provision for parking for the said unit; or
 - (b) A building erected in accordance with written plans previously approved in writing by Stanwood Holdings Limited.
2. No building shall be erected on the land other than a new building and secondhand building materials (other than bricks) shall not be used in the construction of any such building.
3. Fibrolite material shall not be used for the outer wall facings (apart from soffits) or other exterior surfaces on any buildings on the land.
4. Electricity and telephonic communication services shall not be transmitted or conveyed over the land by way of overhead cables and/or poles. All such services shall be conveyed only by way of underground cable or wires.
5. No radio, television, telecommunication aeriels or satellite dishes shall be placed on the land other than standard broadcast radio or television reception aeriels attached to a dwellinghouse erected on the land.
6. Fencing on the land shall not exceed 1.8m (6 feet) in height and not more than 900mm fence height on the street fronting boundary, and where fencing is constructed on street fronting boundary, that fencing must be set back at least 2m from the boundary line, and constructed of new materials only. Neither:
 - (a) corrugated iron
 - (b) polite/fibrolite or similar material
 shall be used as part of any such fence.
7. The Transferee shall not bring onto the land, any pre-used dwelling or building

to the intent that this covenant shall be a restrictive covenant running forever with Lots 1- 56 on DP 381390 for the benefit of Lots 1-56 on DP 381390 and the Transferee and the Transferor hereby requests that such covenant be noted against the above titles.

Annexure Schedule

Page 4 of 4 Pages

2009/5043EF
APPROVED
Registrar-General of Land

Insert instrument type

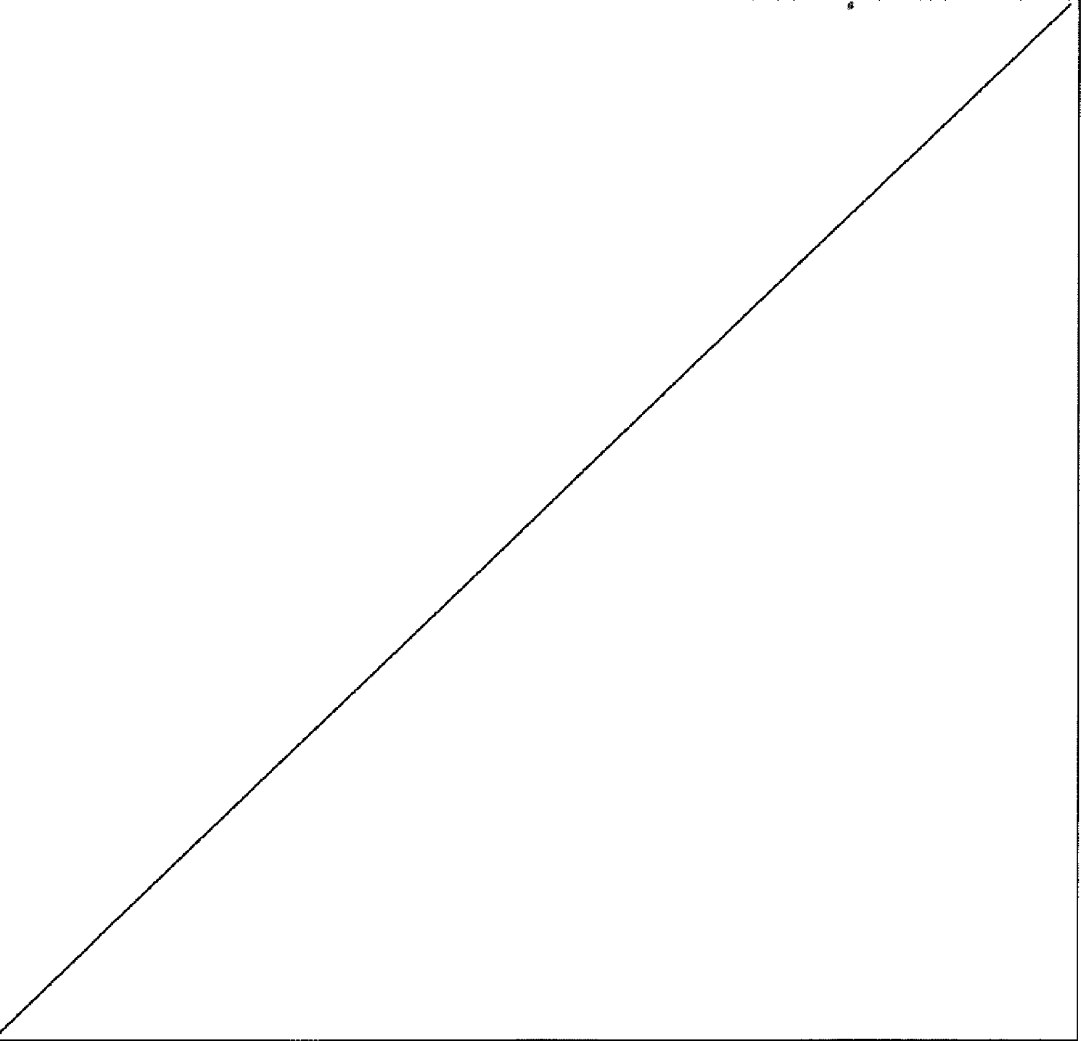
Land Covenant

Continue in additional Annexure Schedule, if required

Continuation of "Estate or Interest or Easement to be Created"

Fencing Covenant

1. Stanwood Holdings Limited shall not be liable to pay for the costs of any "Fence" (or its "Repair") on any boundary between Lots 1-55 DP 431083 inclusive.
2. All words as applicable in this covenant shall have the meanings given to them by Section 2 of the Fencing Act 1978.



Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Insert type of instrument
"Caveat", "Mortgage" etc

Mortgage

Page of pages**Consentor**Surname must be underlined or in CAPITALS

ANZ National Bank Limited

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

Mortgagee under Mortgage number 6993746.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

State full details of the matter for which consent is required.

Pursuant to [section 238(2) of the Land Transfer Act 1952]

~~[section~~ of the ~~Act~~

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the Consentor hereby consents to:

1. The registration of the within Fencing Covenant in favour of SELWYN DISTRICT COUNCIL; and
2. The registration of the within Restrictive Covenant in favour of STANWOOD HOLDINGS LIMITED.

Dated this 07 day of December 2010

Attestation

ANIL SURESH CHANDRA

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

AMYN NASIRUDDIN NAYANI BANK OFFICER AUCKLAND
--

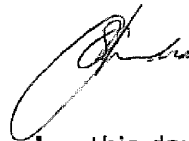
Signature of Consentor

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

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

**I, Anil Suresh Chandra of Auckland, New Zealand, Manager,
Lending Services Centre** of ANZ National Bank Limited, certify –

1. That by deed dated **28 June 1996**, ANZ National Bank Limited of Wellington, New Zealand appointed me its attorney.
2. That I have not received notice of any event revoking the power of attorney.



Signed at **Auckland** this day of 7 December 2010

Land Information New Zealand, Dealing Numbers:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

Buying or selling your property?



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 and settled.govt.nz.

The New Zealand Residential Property Agency Agreement Guide is also available on 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.

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.

