

Property Information File & Disclosures

7a Station Road Te Kamo

STATEMENT OF PASSING OVER INFORMATION

No person should rely on any information without seeking appropriate independent and professional advice and conducting their own due diligence investigation into this information.

The information has been supplied by a third party and Olive Tree is merely passing over this information as supplied to us.

We cannot guarantee its accuracy and reliability as we have not audited, or reviewed the information.

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.



OLIVE TREE

CONNECTING PEOPLE & PROPERTY

Property Information and Disclosures

Property Address 7A Station Road, Te Kamo
 Listing Salesperson/people Olive Tree - Pauline Dinsdale, Lisa Struneski, Angela Quenault

Vendor to complete the following disclosures at time of listing:

Vendor's Warranties

When completing a Sale & Purchase Agreement, the Vendors Warranties clause requires that:

a) You have not received any notice or demand and have no knowledge of any requisition or outstanding requirement, from any local or government authority or other statutory body, or under the Resource Management Act 1991; or from any tenant of the property; or from any other party.

b) You have no knowledge or notice of any fact which might result in proceedings being instituted by or against the vendor or the purchaser in respect of the property.

If you are unable to warrant either of the above, please describe:

Notes:

Insurance

- No Yes Have you ever made any insurance or EQC claims in connection with the property?
- No Yes Have you had any insurance declined, canceled, renewal refused, terms or conditions imposed or claim declined on this property?

If 'YES' to any of the above, please explain:

Property Disclosures (include notes for further detail)

- No Yes Is the vendor aware of any pending works on adjoining properties or in the immediate area, (especially in the event they have signed related agreements or consents to) which may affect a customer's decision to purchase?
- No Yes Are there any areas of concern relating to the property and it's neighbourhood? For example, criminal activity, possible nearby developments, unusual death at the property, neighbourhood disputes, boundary issues, fencing issues or Council Encroachments at the property?
- No Yes Is everything in proper working order, including but not limited to electrical fittings, appliances, plumbing, locks and keys and remotes to all outside doors, wood burners, heating, security systems and airconditioning and including all of the intended chattels?
- No Yes Does the property display characteristics of asbestos presence? **UNSURE - Due to age of building**
- No Yes Does the property display evidence of the presence of Dux Qest plumbing? **UNSURE**
- No Yes Does the property display evidence of the presence of weatherside cladding?
- No Yes Are there keys and/or remotes (if applicable) for every external door?

Insulation: Is there Insulation: in all external walls (ex-garage)? No Yes Unsure
 in the ceiling? No Yes Unsure **Batts**
 underfloor? No Yes Unsure
 in garage (if part of house)? No Yes Unsure **N/A**

Additional Notes:

Social Housing located nearby - Unaware of any / Yes

**DOOR ONTD DECK OFF SUNROOM DOES NOT OPEN.
 KEY AVAILABLE BUT DOOR NAILED SHUT.
 Updated - door now opens**

Property Disclosures continued

No Yes Is the property connected to town services? - water, stormwater, sewage?
If, no, describe fully the property's arrangements and detail servicing arrangements, including when last serviced?

No Yes Will there be water/electricity/gas available for the new owner on settlement?

No Yes Is there any evidence of the property having been used, currently or in the past as a methamphetamine laboratory? If, yes, please detail:

If, yes, was the property professionally remedied? No Yes
Can you provide evidence of this? No Yes

No Yes Does the property have a wood burner or open fire? place?
When was it last serviced? _____
Does it have a Code Compliance Certificate or Permit? No Yes N/A

No Yes Are there any retaining walls on or about the property?
Is there a Code Compliance Certificate or Permit available (where applicable)? No Yes N/A
Is there any evidence of movement in the wall/s? If so please explain

No Yes Has any building or any part of the property ever been subject to flooding, landslip or earthquake damage?

No Yes Is there or has there been previously been any blocked pipes, drains or services, including communications, sewer, water and gas?

No Yes Is there any evidence or issues relating to the structural integrity of the dwelling, e.g. building subsidence, signs of movement, walls removed?

No Yes Have the appropriate Permits or Code Compliance Certificates been issued for the property including renovation work completed after the original build?

No Yes Have any fully-tiled showers been installed? (They will need a CCC)

No Yes Is there any evidence of current or past insect, rodent or animal issues on the property?

Are there Outbuildings/ Conversions/ Extra Accommodation/ Garage(s) Yes No

a) are they fully City Council compliant for their claimed type of use? No Yes N/A

b) is there anything about them that should be disclosed to buyers? No Yes

c) are they fully operational (completed, permanent power supplied etc)? No Yes

No Yes If the property is a rental property does the home meet the "healthy homes" requirements?
The healthy homes standards became law on 1 July 2019. The healthy homes standards introduce specific and minimum standards for heating, insulation, ventilation, moisture ingress and drainage, and draught stopping in rental properties. All private rentals must comply within 120 days of any new or renewed tenancy after 1 July 2021, with all private rentals complying by 1 July 2025. see www.tenancy.govt.nz

N/A

Unsure

No Yes Unsure N/A If the property is a Unit Title, Cross Lease, Company Share and/or has a Body Corp or has special rules of occupation, is there any limitation on normal residential activity (e.g. having pets, tenants, parking vehicles etc.)
***refer to lease agreement and seek independent legal advice**

Additional Notes: (if required)

3 POINT PLUG ON SIDE OF STOVE - WILL BLOW IF BOTH USED AT SAME TIME.
GAS HEATER IN LOUNGE - MAINS GAS, DISCONNECTED SEVERAL YEARS AGO,

Property Disclosures continued

Leaks Disclosure

No Yes Was any part of any building (or alterations to) constructed in 1990 – 2005? (This period is noted for potential weathertightness issues.

No Yes WATER: Are you aware of any weathertightness or water damage issues past or present (leaks, mould, dampness, flood damage, failed offers, remedial action applied to any problem area(s) or any matter related to water ingress or damage affecting any building forming part of the property)? If 'Yes' describe fully:

Documents provided by the Vendor

The following will be made available to buyers via the buyer document link upon request. Agent will note or cross out all the documents available and if provided tick to confirm they are in the Buyer Info Pack.

- | | |
|---|--|
| LIM <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| Title & Instruments <input checked="" type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| Building report <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| CCC <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| HH report <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| RC <input type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |
| Building Consents <input checked="" type="checkbox"/> Available | <input type="checkbox"/> Uploaded to Buyer Documents |

Any relevant certificates like Safe & Sanitary reports, QC data, Insulation or COA certificates? Uploaded to Buyer Documents

Other Uploaded to Buyer Documents

The client(s) undertake to disclose to ownly and the listing salesperson (in writing - addressed to the listing salesperson) details of any water penetration issues that they become aware of between listed date and sold date. Additional Notes: (if required)

This section is to be maintained during the course of the listing by the salesperson.

If I am aware, or become aware during the course of the listing, that (under ownly or any agency);that there has been an accepted offer within the last twelve months on the property that did not progress to confirmation or settlement, or a potential Purchaser withdrew an offer on the basis of a professional report or was unable to arrange finance or insurance because of an issue with the property, It will be explained below, together with our understanding of the reason for the failure, if it is known.

Salespersons notes: If I become aware during the course of the listing of any Disclosure issues (that were not disclosed elsewhere in this document) I will note them here or on the supplementary page attached:

Unit 3 does not appear on the flats plan - recomended to seek independent legal advice regarding this

Vendor Declaration

"The above information has been provided to the best of our knowledge, accurately and in good faith. If we are aware of any defects above or below the ground that could affect the property's weathertightness, durability or habitability we have disclosed them herein. Anything discovered subsequently will be disclosed to the salesperson in writing. We understand the information in this document or subsequent information provided is required by law to be disclosed to Purchasers".

<i>Diane Barrett-Kendall</i>	<i>DK</i>	1/10/25
Name	Signed by the Vendor(s) or authorised person	Date
Neil James Kendall - EPOA	<i>N Kendall</i> <small>Neil Kendall (Oct 9, 2025 10:19:18 GMT+8)</small>	09/10/2025
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date
Name	Signed by the Vendor(s) or authorised person	Date

Title Information (Salesperson to complete after listing and before launching on the market)

Address Title doc obtained on:
 ESTATE Freehold Cross-Lease (Fee Simple) Stratum in Freehold (Unit Title) or:

NB: A title will not provide any guarantee regarding boundaries or land size and nor can the salesperson. If you have any doubts you should research further or engage a surveyor to verify the exact boundaries. Mortgages or Caveats: These should be cleared on settlement (i.e before you move in.) If an interest or memorial on the title applies to this land the box next to the explanation is to be marked.

- TITLE YET TO BE ISSUED** This property can be purchased but any sale and purchase agreement must be conditional upon the title being issued and being acceptable to your lawyer.
- Appurtenant to/ Dominant Tenement/ Benefited Land: If an Interest begins with or includes these words, it is for the benefit of this land.
- Subject to/ Servient Tenement/Burdened Land: If an Interest begins with or includes these words, this land gives the benefit. If the wording includes the phrase 'In Gross', the benefit is usually given to a City Council or a supplier of services like water, sewage, and communications.
- Easements: These grant benefits or rights to cross land and usually refer to above-ground or underground services and Rights of Way. Sometimes they refer to Party Walls.
- Resource Management Act 1991. If the property was developed after 1991 there should be reference to the RMA which usually implies the development was consented under that Act.
- Fencing: Covenant, Provision or Agreement. A Covenant usually has a life of only 12 years or applies until the first purchaser sells it on (unless it involves Crown land). A Provision is usually like a Covenant. Fencing Agreements differ and are usually an arrangement between current owners and neighbours to do (or not do) something that expires when one party sells. If it is registered on the title its terms can pass on to and commit a new buyer to the agreement.
- Land Covenant, Encumbrance: This will usually bind current and future owners to conditions such as construction style, fence height, position of buildings etc and is often very detailed. Buyers must be clear as to how these conditions might affect their future use of the property.
- Consent Notice: Consent notices are usually issued by City Councils making certain stipulations about construction and land use. Its terms will probably bind current and future owners.
- Building Line Restriction (ancient measure from road): Even if noted, these now rarely apply and have been replaced by conditions in the District Plan. Internal Building lines may still apply.
- Legal, Crown Minerals, Acts of Parliament, Gazette Notices etc: These items imply Crown ownership applies or some legislative effect. We suggest you seek legal advice.
- Cross lease Properties (see below) We will attach a copy of the Memorandum of Lease (if it is available). The Lease contains the rules applying to occupation and use. These are usually standard conditions but if we are aware of special rules we (or your lawyer) can explain them to you. The Title includes a Flats Plan and you should compare this to what is actually on the property and check for a changed 'footprint'. Please also ask your lawyer to explain this type of Estate, to check the Flats Plan against the Lease and to check the wording of the Lease.

Cross Lease Title N/A

- No Yes In relation to the original floor plan, have there been any alterations to the external dimensions of the dwelling? *Carport*
- No Yes Are any of the alterations enclosed and attached to the dwelling? (Refer to Clause 6.4 (2) of the Sale & Purchase Agreement.
- No Yes N/A Is there evidence of the other cross lease owners approval of these changes?
- No Yes N/A Does the flats plan appear accurate? **Unit 3 does not appear on the flats plan - seek independent legal advice**
- No Yes The salesperson has obtained a copy of the memorandum of lease and it is available for viewing. Please ensure your lawyer explains any restriction that may affect your use of the property on the memorandum of lease.

Unit Title N/A

- No Yes Pre-Contract Disclosure Statement is available
- No Yes A longterm maintenance plan is available

District Plan Authority Property Zoning (proposed district plan)

- No Yes Is the property categorised as being in a flood area? If yes, attach a map
- No Yes If there are any other features that may be of interest to a prospective purchaser, note it below.

Additional Salesperson notes regarding the District Plan (Local Authority Plans/ Intentions): (if required)

Information to Purchasers

A Title is a legal document that sometimes contains complex content beyond the knowledge of the Salesperson. The Salesperson’s opinion and information, while given here with the best of intentions, may not be legally or factually correct. It is important that you are clear on what notations on the Title mean and how they may impact on your purchase and/ or the use of the property. **We strongly recommend that you seek the professional advice of your lawyer or make further enquiries, especially if you have any doubts about the information given or have questions that the salesperson is unable to answer to your satisfaction.**

District Plan (Local Authority Plans/ Intentions): NB: Any or no comment in the ‘Salesperson Note’ section above regarding the district plan does not purport to be exhaustive. We recommend you consult your local authority for more information.

Size etc. of Land and Buildings: The information in the Title, marketing material and other documents is derived from outside sources and we cannot guarantee its accuracy. **If buyers have any doubts about the given information they are strongly recommended to make further enquires or seek professional advice.**

Notes on Weathertightness, Dux Qest and Asbestos

Cladding products or systems as follows, may be associated with weathertightness issues. These products include but are not limited to:

- Polystyrene
- Cement Board Sheeting (often texture coated)
- Stucco

Building designs with the following may also be considered at risk:

- narrow or no eaves
- internal gutters
- decks above ground floor
- And/or exposed flat areas above internal rooms, e.g. deck, roof.

From September 1995 to 2005, kiln dried untreated timber was permitted to be used in construction and building designs of that era often excluded cavities in external walls.

20,000 to 40,000 houses in the mid 1970’s to late 1980’s were built using Dux Qest plumbing, a system known for spontaneously failing. Many properties have been replumbed, wholly or partially.

Houses built pre-2000’s may have some building products that contain **asbestos**.

Weatherside is a tempered hardboard, made from wood fibres which have been glued together. Issues occur when moisture ingress causes the glue in the cladding to fail, this is often due to un-maintained paint systems, cracking, or damage to the cladding.

Purchaser's please note carefully:

- The Vendor is only responsible for work they have completed.
- The Salesperson must disclose any issue known to them but is not required to uncover hidden defects and is not qualified to assess documents such as LIM reports, council files and building reports.

Purchasers are strongly advised to seek professional advice to establish the true condition and status of the property, so they are aware of any existing or possible future problems, as well as the property’s suitability for their use, even if you are in competition or in a ‘multi-offer’ situation.

The Salesperson has no conflict of interest marketing this property. If so, it is noted here:

No Conflict Yes then if yes...

[Empty rectangular box for notes]

Salesperson Olive Tree - Pauline Dinsdale, Lisa Struneski, Ange

Signature

Pauline Dinsdale

PC DINSDALE

Addendum 1: Purchaser pre-offer acknowledgments (This form must be completed before signing a Sale and Purchase agreement.)

For the property (address)

Property to be purchased in the name/s of

- No Yes I have gained access to all areas of the property needed and have viewed all information necessary to make an informed buying decision.
- No Yes Have you had opportunity and encouragement to seek legal advice?
- No Yes Boundaries; The salesperson cannot, and so has not, defined these for you. A professional surveyor can provide accurate boundary information.
- OK, Understood Are you intending to use the property in alignment with District Zoning and have you done your own due diligence about the ramifications of the specific zoning for this property?
- No Yes Legislation/ tax changes to rental properties tax may apply and for some properties (e.g., lifestyle, rural) GST and GST registration may be relevant, you are recommended to seek professional advice regarding tax on rental properties.
- OK, Understood Finance: The S & P Agreement may require evidence of non-availability. Do you understand that, should finance not be approved, you must provide evidence of this in accordance with the General Terms of Sale?
- No Yes Do you understand that, should you obtain a building inspection report and you subsequently choose not to confirm on the basis of that report, you must provide that report to the Vendor at their request, in accordance with the General Terms of Sale.
- No Yes Unconditional Offers: There are risks when you have no special conditions. In making an 'unconditional' offer you are accepting the property's Title without chance of further review. The deposit must be paid immediately.
- OK, Understood N/A If this is a Unit Title, please confirm you have received a Pre-Contract Disclosure prior to making this offer.
- OK, Understood Sales information may be used in pre-settlement marketing e.g. advertising the 'sold' result and all details of interest around that sale.
- No Yes Are you entering into this transaction voluntarily and without duress?

Complaints Policy (all real estate agents are required to have a formal complaints policy)

The agency 'ownly' would prefer any complaint to be in writing (but it can be advised otherwise) and delivered promptly to the Supervising Agent: Keith Ward Email: Supervision@ownly.nz Cell: 027 288 8813. As soon as we know about it, we will attend to it fairly and promptly. Customers don't need to advise the agency 'ownly' of a complaint, they have the right to make their complaint direct to the Real Estate Authority (REA), a government body charged with overseeing and regulating the real estate industry. The REA can be contacted on; 0800 367 7322 or email info@rea.govt.nz

All named Purchaser's are required to confirm that all acknowledgments and questions are read and understood and they have read and understood this entire 8 page Property Information Pack and Disclosures.

Purchaser 1 Name Date of birth

Signed by the Purchaser 1 Date

Purchaser 2 Name Date of birth

Signed by the Purchaser 2 Date

Purchaser 3 Name Date of birth

Signed by the Purchaser 3 Date

Purchaser 3 Name Date of birth

Signed by the Purchaser 3 Date

General legal information for buyers and sellers

There are a lot of legal requirements to be aware of when entering into a sale and purchase agreement. It is important to be fully informed and understand any potential issues that may arise when it comes to selling or purchasing a property.

To help you be as informed as possible, we have listed some of the important considerations below. Your Salesperson and ownly encourages you to discuss things further with your team of experts and seek legal advice to obtain further clarification.

Bright-Line Test

The bright-line test in New Zealand determines whether the profit from selling residential property is subject to income tax, based on the duration of ownership. As of 1 July 2024, significant changes have been implemented:

Current Rules (Effective 1 July 2024):

Bright-line Period: If you sell a residential property on or after 1 July 2024, the bright-line test applies if the property is sold within 2 years of acquisition.

Exemptions:

Main Home: The bright-line test does not apply if the property sold is your main home.

Business Premises and Farmland: Sales of properties used predominantly as business premises or farmland are also exempt.

Start and End Dates:

Start Date: For a standard property purchase, the bright-line period begins on the date the property's title is transferred to you, typically the settlement date.

End Date: The period ends when you enter into a binding sale and purchase agreement to sell the property.

Further information: ird.govt.nz

Overseas Investment (OIA)

Overseas buyers must gain consent from the Overseas Investment Office (the OIO) before they buy 'sensitive land' in New Zealand. Common sensitive land includes rural land that exceeds five hectares or land that adjoins certain types of reserve or conservation areas or waterways.

In October 2018, the Overseas Investment Act 2005 widened the definition of sensitive land so that it includes residential and lifestyle land.

Investors who need consent:

- generally, are not New Zealand citizens or are people who don't ordinarily live here
- are bodies, such as companies, trusts and joint ventures, with more than 25 per cent overseas ownership or control
- can include associates (including New Zealanders) of overseas investors. Further information: linz.govt.nz

Residential Land Withholding Tax (RLWT)

Residential land withholding tax (RLWT) is a tax deducted from some residential property sales in New Zealand. It only relates to offshore RLWT person who disposes of land subject to Bright-line rule. It will apply if:

- a sale amount is paid or payable on or after 1 July 2016, and
- the property sold is in New Zealand and defined as residential land, and
- the seller:
 - has purchased the property on or after 1 October 2015 through to 28 March 2018 inclusive and owned the property for less than two years before selling, or
 - has purchased the property on or after 29 March 2018 and owned the property for less than five years before selling, and
 - is an offshore RLWT person

The definition of "offshore RLWT person" is not the same as the definition of "offshore persons" for IRD number applications. Further information: www.ird.govt.nz

Anti-Money Laundering and Countering Financing of Terrorism (AML/CFT)

The Government has made changes to the law. Businesses are now required to put preventative measures in place to help tackle money laundering and financing of terrorism. The legislation extends the current AML/CFT regime to lawyers, conveyancers, accountants, real estate agents, sports and race betting, and businesses that deal in certain high value goods.

Various checks are required, including verification of identity and address, before you can settle your property purchase or sale.

These checks can take days, and sometimes weeks if a trust or company is involved: we strongly recommend that you arrange to get things underway as soon as possible.

Further information: dia.govt.nz **Other useful sites** settled.govt.nz

Disclaimer: All information herein is true and accurate to the best of ownly's knowledge. Information herein should not be a substitute for legal advice. No liability is assumed by ownly, or its licensees, for losses suffered by any person relying directly or indirectly on information published herein. ownly recommend you seek expert and legal advice.

Property Disclosures

Additional Notes: (if required)



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE
Search Copy**




R. W. Muir
Registrar-General
of Land

Identifier **NA50A/40**
Land Registration District **North Auckland**
Date Issued 04 August 1981

Prior References
NA158/142

Estate Fee Simple - 1/3 share
Area 1012 square metres more or less
Legal Description Allotment 10 Town of Kamo
Registered Owners
Betty Margaret Kendell

Estate	Leasehold	Instrument	L 944881.2
		Term	999 years as from and including 1 June 1981

Legal Description Flat 1 Deposited Plan 93601
Registered Owners
Betty Margaret Kendell

Interests

944881.2 Lease of Flat 1 DP 93601 for the space of 999 years as from and including 1 June 1981 Composite CT NA50A/40 issued - 4.8.1981 (Affects Fee Simple)
Land Covenant in Lease 944881.2 - 4.8.1981 (Affects Fee Simple)
944881.3 Lease of Flat 2 Composite CT NA50A/41 issued - 4.8.1981 (Affects Fee Simple)
Land Covenant in Lease 944881.3 - 4.8.1981 (Affects Fee Simple)
C321288.1 Lease of Flat 3 Plan 137250 Term 999 years commencing on 1st August 1991 Composite CT NA81B/542 issued - 8.11.1991 at 1.28 pm (Affects Fee Simple)
Land Covenant in Lease C321288.1 - 8.11.1991 at 1.28 pm (Affects Fee Simple)
D036118.2 Mortgage to ASB Bank Limited - 21.8.1996 at 1.19 pm

944881.2L 100

Approved by the District Land Registrars: North Auckland 4235/75. South Auckland H.030022/1975. Canterbury 96478 Marlborough 78937. Gisborne 115146.1. Hawkes Bay 311609. Taranaki 221056. Wellington 064649. Westland 47108.

MEMORANDUM OF LEASE

THE LESSORS HERBERT HAPETA RATA of Whangarei schoolteacher and RUA HUIHUI SUIE RATA his wife

THE LESSEE HERBERT HAPETA RATA of Whangarei schoolteacher and RUA HUIHUI SUIE RATA his wife

The lessors being registered as proprietors of an estate in fee simple subject however to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon in all that piece of land described in Schedule A.

SCHEDULE A LEGAL DESCRIPTION OF FEE SIMPLE

Land Registration District: **North Auckland**
Area: **1 rood more or less**
Particulars (including title reference, encumbrances, and appurtenances)

An undivided one-third share in all that piece of land containing 1 rood more or less being Allotment 10 Town of Kamo and all the land in Certificate of Title Volume 158 folio 142 North Auckland Land Registry

N.B. On no account should this margin be used

N.B. On no account should this margin be used

IN CONSIDERATION of the rent hereinafter reserved and of the covenants, conditions, and agreements on the part of the lessee herein expressed or implied to be paid performed observed and fulfilled the lessors DO

HEREBY LEASE UNTO the lessee all that the flat numbered 1.....*

(hereinafter called "the flat") more particularly shown on Deposited Plan No. 93601 being part of the building (hereinafter called "the said building") erected on the said land

TO BE HELD by the Lessee as tenant for the space of 999 years as from and including 1 day of **June** 19 8 at the yearly rental of ten cents payable in advance in each year throughout the term hereby created SUBJECT to the following covenants conditions, and restrictions that is to say:-

1. The lessee covenants with the lessor as set out in schedule B
2. The lessors do and each of them doth covenant with the lessee is set out in schedule C.
3. It is hereby covenanted by and between the lessors and the lessee as set out in schedule D.
4. It is hereby covenanted by and between the lessors and each of them as set out in schedule E.
5. It is hereby covenanted by and between the lessors and each of them and by and between the lessors and the lessee as set out in schedule F.
6. The parties agree that the term "proportionate share" shall be deemed to mean "one-third share".
7. The lessee accepts this lease to be held by him as tenant subject to the conditions, restrictions, and covenants set forth herein.

* If garage, carport, or storage is included in definition of "flat", add description.

DATED this 6 day of July 1981

Signed by the abovenamed HERBERT HAPETA RATA
and RUA HUIHUI SUIE RATA

[Handwritten signature]

as Lessors in the presence of:

Witness's Signature

[Handwritten signature]

[Handwritten signature]

Occupation

[Handwritten occupation]

Address

[Handwritten address]

Signed by the abovenamed HERBERT HAPETA RATA

and RUA HUIHUI SUIE RATA

[Handwritten signature]

as Lessee in the presence of:

[Handwritten signature]

Witness's Signature

[Handwritten signature]

Occupation

[Handwritten occupation]

Address

[Handwritten address]

N.B. On no account should this margin be used

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SCHEDULE B
Lessees Covenants

Pay rent

1. The lessee shall pay the rent in the manner and at the times hereinbefore provided.

Pay share of the following payments

2. (1) The lessee shall upon demand in writing by the lessors or their duly authorised agent pay to the lessors a "proportionate share" of the cost of the following payments for repairs, maintenance, and other charges incurred or to be incurred in respect of the said land and the said buildings:—

- (a) General rates and other levies assessed on the said land and the said building
- (b) Fire insurance premiums assessed on the said building
- (c) Repairs to or reconstruction of all electrical and plumbing equipment, drains, and other amenities serving the said building as a whole
- (d) Repairs to or reconstruction of the roof, spouting, and downpipes of the said building
- (e) Charges for any exterior decoration or exterior cleaning of the walls, doors, windows, roof, and plumbing fittings of the said building
- (f) Charges for all structural repairs and maintenance necessary to the walls, framework, or foundations of the said building
- (g) Charges for care and maintenance of the grounds paths fences gates and other amenities surrounding the said building
- (h) Provision for a general reserve fund to meet contingent repairs and maintenance
- (i) Provision for and charges for the payment, performance, and observance of all moneys, covenants, and conditions to be paid, performed, and observed in respect of any mortgage or mortgages or charge or charges now or at any time hereafter raised by the lessors jointly and secured upon the whole of the said piece of land of which the lessors are registered as proprietors as aforesaid but nothing herein contained or implied shall have any reference of application to any mortgage or charge raised by any one or more of the lessors affecting the individual estate and interest of each such lessor or lessors individually
- (j) All other expenses in respect of the said land and building jointly incurred by the lessors and not relating solely to any particular flat in the said building.

N.B. On no account should this margin be used

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- To whom payable**
2. (2) All money payable under this clause shall be payable to the person appointed by the lessors or a majority of them pursuant to clause 19 hereof as the agent of the lessors for the purpose of receiving and disbursing or applying the same for the foregoing purposes.
- If payment not made**
- (3) And in default of payment thereof by the lessee the lessors shall be entitled to demand interest on the amount or amounts owing at a rate being one per cent in excess of the average rate charged from time to time by trading banks on account current which is overdrawn from the date when payment should have been made but such demand shall be without prejudice to the rights of the lessors under this lease PROVIDED ALWAYS that if any general rates and other levies fire insurances or other outgoings are hereafter assessed levied and demanded in respect of the said flat as a separate dwelling or interest in the said land then the same shall be paid by the lessee.
- Residential purposes only — no pets**
3. The lessee shall use the flat for residential purposes only and shall not bring into or keep in the flat any cat, dog, bird, or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees of the said building or which may create a nuisance.
- Not create fire hazard**
4. The lessee shall not bring into or keep in the flat any goods or any substances of a highly combustible nature or do anything (including the unauthorised use of light and power fittings) which may render an increased premium payable for the fire insurance of the said building or which may make void or voidable any such policy of insurance. The lessee shall comply with all statutes, regulations, and by-laws of any local authority insofar as they affect the use of the flat by the lessee.
- Maintain interior**
5. The lessee shall at his own cost keep and maintain the interior of the flat including the doors, windows, electrical and plumbing apparatus and all fittings of any kind in good order and condition.
- Keep clear of rubbish**
6. The lessee shall not leave or place in the passageways stairways or parking area or in the grounds surrounding the said building any receptacles or obstructions whatsoever and will not deposit any refuse or rubbish therein or thereon and will place any garbage cans in the location approved of by the lessors or a majority of them.
- Not cause nuisance**
7. The lessee shall not use the flat for any illegal or immoral purposes and will refrain from causing excessive noise or disturbance within the flat which may be likely to cause a nuisance or an annoyance to the lessors or occupants of any of the other flats in the said building.
- Right to inspect**
8. The lessee shall permit the lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the flat.
- No structural alterations**
9. (1) The lessee shall not (without the consent in writing of the lessors or a majority of them for that purpose on every occasion first had and obtained) make any structural alterations to the flat or to any partition walls therein or to any passageway or stairways leading thereto nor take any action which might constitute danger or risk to the said building.
- Pay electricity, etc.**
10. The lessee shall duly and punctually pay all charges for water, electricity, gas, or other supplies or services relating solely to the flat.

SCHEDULE C
Lessors Covenants with Lessee

- Lessee's rights to exclusive occupation**
11. The lessee performing and observing all and singular the covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the flat without any interruption by the lessors or any person claiming under them together with the use in common with the other lessees of flats in the said building of the drives, paths, and grounds on the said land and of any stairways, balconies, and verandahs in the said building for access only to and from such flats. **11a. See annexed sheet**
- Lessors to insure**
12. The lessors shall insure the said building against fire and earthquake to its full insurable value and shall take out a replacement policy and will pay all insurance premiums on any such policies as and when the same shall become due and owing unless the lessee and every other lessee of the said building agrees to effect and keep current a separate and adequate insurance policy for such parts of the said building each lessee holds as tenant. All such separate policies shall be effected with the one company.
- Repair exterior and roof**
13. (1) The lessors shall keep the exterior and roof of the said building in a good state of repair and shall at all times cause the said land and the said building and the services and amenities serving the same to be managed and maintained at a high standard and shall (from time to time as when and so often as the same respectively become necessary or desirable) execute and do the works and things and (subject to payment thereof by the lessees as provided in clause 2 hereof) duly and punctually pay the costs, charges, expenses, and outgoings specified and referred to in the said clause 2 and shall apply and deal with the said contributions to reserve fund as the lessees or a majority of them from time to time resolve or direct.
- (2) In the performance of the covenants of this present clause the lessors have the right at all reasonable times in the daytime and after giving reasonable notice to the lessee by their agents, servants, contractors, and workmen to enter inspect and (if necessary or desirable so to do) to execute and do such of the said works and things as may be required to be executed and done in or from the interior of the flat.
- (3) If any such work or thing is rendered necessary by the wilful act, neglect, or negligence of the lessee or of any person being a licensee or invitee of the lessee, then the cost and expense thereof shall be borne solely by the lessee.

SCHEDULE D
Covenants Between Lessors and Lessee

- Retain ownership of freehold**
14. (1) It is a condition of this lease that the lessee shall at all material times remain owner as proprietor of an undivided proportionate share in the fee simple of the said land while he continues to be a lessee hereunder. If the

lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned and occupied by the same person, then this lease shall be immediately determined, without however discharging the lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed.

(2) Notwithstanding any rule of law to the contrary the transfer by the lessee of his interest hereunder shall operate as a release of the lessee from liability hereunder provided that

- (i) The transfer of the lessee's interest hereunder shall contemporaneously with the grant of such transfer have vested in him the legal and beneficial ownership of the proportionate share in the fee simple at the time owned by the lessee, and
- (ii) Such transfer shall not release the lessee from any antecedent liability hereunder.

Lessors' right to terminate lease if breach

15. If and whenever there is any breach or non-observance of any covenant, condition, or agreement on the part of the lessee contained or implied of which the lessors have given to the lessee ~~thirty~~ ^{fourty} days' notice in writing thereof and calling upon him to remedy such breach non-observance and if after the expiration of the said notice the lessee fails to remedy such breach non-observance or non-observance it shall be lawful for the lessors forthwith or any time thereafter to re-enter upon and take possession of the flat or any part thereof in the name of the whole whereupon the term hereby created shall absolutely cease and determine.

Fire or earthquake

16. (1) If any flat is partially or wholly damaged or destroyed by fire or earthquake during the term hereby created, then all money received under and by virtue of any policy or policies of insurance shall thereupon be expended with all possible expedition in reinstatement of the said flat or flats and making good the loss or damage in respect of which the said insurance moneys have become payable.
- (2) If the money received under and by virtue of the said policy of insurance is insufficient to reinstate the said flat or flats so damaged or destroyed, such insufficiency shall be borne by the lessors in the proportion in which they respectively own the fee simple of the above described land provided that if the fire was caused by the negligence of one or more of the lessors that party or parties shall bear such insufficiency.
- (3) If the lessees of each separate flat have effected separate insurance as provided in clause 12 hereof each lessee shall expend the insurance moneys received by him in reinstatement and making good as aforesaid the damage to his own flat and shall bear any insufficiency himself.

Water damage

17. The lessors shall not be liable to the lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the flat or by rainwater entering the flat.

Arbitration

18. If any question or difference whatsoever arises between the parties to this lease or their respective representatives or assigns or between one of the parties hereto and representatives of the others of them touching these presents or any clause or anything herein contained or the construction hereof as to matter in any way connected with or arising out of these presents or the operations thereof or the rights duties or liabilities of any party in connection with the premises, then and in every case (except where the question or difference arises from the observation of the procedure set forth in clause 20 hereof) the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its amendments.

18a. see annexed sheet **SCHEDULE E**
Covenants Between Lessors

Appoint agent

19. The lessors or a majority of them shall from time to time appoint one of their number or any other person or incorporated body as an agent (hereinafter called "the agent") for the purposes of receiving, disbursing and applying moneys under clause 2 hereof and for the purposes specified in clause 20 hereof and for such other purposes as they shall from time to time determine.

If three or more lessors — procedure to make decision

20. (1) If the lessors are more than two in number, then and in such case in the event of any one or more (being fewer than all) of them desiring or proposing that any act matter or thing be done by the lessors which the lessors are empowered or required to do whether under these presents or as lessees of the said land or lessors of the said building or which may be considered to be necessary or desirable for the efficient and harmonious administration of the said land and/or the said building the following procedure shall be observed:
- (a) Such proposing lessor or lessors shall give notice in writing setting out the proposed action and shall serve a copy thereof upon each of the other lessors (and upon the agent if the agent be not a lessor);
 - (b) Each of the lessors so served as aforesaid shall within seven days next after such service give notice to the agent in writing of his approval or otherwise of the proposed action. (The notice of the proposing lessor or lessors under paragraph (a) hereto shall constitute his approval for the purposes of this present paragraph);
 - (c) Any lessor who neglects or fails within the period aforesaid to give notice of his disapproval of the proposed action shall be deemed to have approved thereof;
 - (d) If all the lessors signify their approval as aforesaid, then the proposed action shall forthwith thereafter be carried into effect;
 - (e) If fewer than all but being a majority (as hereinafter defined) of the lessors signify their approval as aforesaid, then the agent shall forthwith give notice in writing to all the lessors of the majority decision and the proposed action may thereafter be carried into effect in the name of and so as to bind all the lessors notwithstanding that one or more (being fewer than the majority) of them shall not have signified his approval as aforesaid;
 - (f) If a majority of the lessors within the period aforesaid notify their disapproval of the proposed action or if the lessors are unable to arrive at a majority decision by the means aforesaid, then the proposed action shall be referred to a single arbitrator in case the parties can agree upon one and otherwise to two arbitrators (one to be appointed by the approving lessors and the other by the non-approving lessors) or their umpire in accordance with the provisions of the Arbitration Act 1908 or any statutory modification or re-enactment thereof for the time being in force.
 - (g) If no person be appointed as the agent then
 - (i) the notice to be given to the agent under subclause (b) of this clause shall in lieu thereof be given to all the other lessors and
 - (ii) the notice to be given by the agent under subclause (e) of this clause shall be given by or on behalf of the lessors approving of the proposed action to all the other lessors.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

If two Lessors disagree

(2) If the lessors are only two in number, then any proposed action on which they fail to agree shall be referred to a single arbitrator (if the parties can agree upon one) and otherwise to two arbitrators (one to be appointed by each party) or their umpire in accordance with the provisions of the Arbitration Act.

**SCHEDULE F
Mutual Covenants**

Right to sell Lessee's flat

21. (1) The lessee hereby covenants that he will obey and carry out any such notice in terms of clause 20 hereof as aforesaid and in the event of the lessee neglecting or failing to carry out perform observe or pay any act matter thing or moneys in strict compliance with the terms of any such notice in terms of clause 20 hereof within ~~fourty~~ ^{forty} days of the date specified in such notice for the due carrying out, performance, observance, or payment as aforesaid (or in the event of no date being specified in such notice then within ~~forty~~ ^{forty} days of the date of the receipt of such notice by the lessee) and/or in the event of this lease being determined or becoming determinable for a period of ~~forty~~ ^{forty} days, then the lessee hereby irrevocably appoints the lessors or such of them as shall then be willing and able to act as the lessee's attorneys upon such lessors thereupon electing so to act and serving written notice in that behalf upon the lessee to be the true and lawful attorneys of the lessee for him and in his name and on his behalf to ask, demand, sue for, recover, and receive all or any sum of money due to or become due to the lessee touching any matter herein contained or implied to demand enforce and procure compliance with and observance of all covenants, conditions, and provisions herein contained or implied to pursue and exercise all remedies and powers herein contained or implied to dispose of the lessee's said interest in the fee simple of the said land and in and under the lease hereby created either by public auction or by private contract and either for cash or upon terms and for such purposes to sign, make, execute, complete, deliver, stamp, and register all the necessary instruments, deeds, documents, and writings of every description as fully and effectually as if the lessee were personally present and acting therein.

(2) The lessors as attorneys for the lessee shall first obtain the report of a registered valuer as to the fair market value of the lessee's said interest in the fee simple and in and under the lease hereby created but shall not however be bound to sell at such valuation and shall not be liable to the lessee for selling at a price less than such valuation PROVIDED THAT they have made every reasonable endeavour to obtain a price equivalent to the said valuation.

(3) The lessors shall not be bound to take any steps hereby empowered nor shall the lessors be responsible for any involuntary loss arising upon the pursuit or exercise of any remedies or powers hereunder.

(4) No person corporation or authority dealing with the lessors as attorneys for the lessee shall be concerned to see or enquire as to the propriety or expediency of any act deed matter or thing which the lessors as attorneys of the lessee may do or perform or purport to do or perform or agree to do or perform in the name of the lessee by virtue of the foregoing provisions.

(5) The foregoing is subject to the condition that in every case before the power of attorney granted by this clause can be exercised to dispose of any party's interest in the said fee simple, a further notice in writing must be served on such party giving him or her twenty-eight days to request that the matter be referred to arbitration. If such party refuses or neglects within such twenty-eight days to reply in writing requesting reference to arbitration, then the said power of attorney may be exercised forthwith but otherwise the matter shall be referred to arbitration in all respects as if a majority decision could not be reached pursuant to the preceding clause. The net proceeds of any sale of the lessee's interest pursuant to this clause (after payment of all expenses whatsoever incurred by the lessors in any way arising out of the determination of this lease and/or the said sale or in any way relating thereto) shall be held by the lessors in trust for the lessee.

Sale pursuant to Clause 21

(6) If the lessors effect a sale on terms pursuant to clause 21 hereof, then those terms shall require payment in cash of not less than one-third of the total price and the securing of the balance upon first mortgage of the said fee simple and the said interest in and under this lease such mortgage being in terms as are then current for first mortgage and trustee investments made by solicitors in the district in which the property is situated.

Notices

22. It is further mutually agreed and declared and covenanted that any notice required to be given or served touching anything contained or implied in this lease shall be deemed to have been validly and effectually given and/or served in full compliance with the terms and conditions of this lease if such notice or notices have been given or served upon the party concerned either personally or by leaving the same at or posting the same to the last known place of abode or address of such party or parties and in the event of such service being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof or by affixing the same to the premises demised by the lessors hereof to the party or parties concerned (being part of the said building) by securely affixing the same to the main or front door exterior thereof and service shall be deemed to have been effected on the day after affixing thereof as aforesaid.

Right to sub-let

23. The lessee shall have the right to let the flat to a reputable tenant PROVIDED THAT the lessee shall ensure that such tenant shall be so bound as to protect all rights under this lease and the lessee shall take all reasonable steps to enforce such rights.

No merger

24. The parties agree that there shall be no merger in the event of the lessee acquiring or remaining a proprietor of a freehold estate in the said land.

Interpretation

25. (1) That wherever used in these presents —

(a) The expression "the lessors" shall extend to signify include and bind the person/s executing these presents as lessors and all the lessors for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each lessor. **it being**

(b) The expression "the lessee" shall extend to signify include and bind the person/s executing these presents as lessee and all lessees for the time being hereunder (if more than one) jointly and severally and all the respective executors administrators successors and permitted assigns of each lessee.

(c) The expressions "majority of the lessors" and "majority of them" shall each mean any number of lessors for the time being who and/or whose personal representatives together own more than an undivided one-half share of or interest in the fee simple and the expression "a majority decision" shall mean a decision of the majority of the lessors as so defined.

(d) The sub-headings and marginal notes do not affect the construction of these presents.

(e) Words importing one gender include the other genders as the case may require.

(f) Words importing the singular or plural number include the plural and singular number respectively.

(2) These presents shall be considered as always speaking and whenever any matter or thing is expressed in the present tense the same shall be applied to the circumstances as they arise, so that effect may be given to these presents and every part thereof according to their spirit, true intent and meaning.

N.B. On no account should this margin be used

N.B. On no account should this margin be used

****the intention that there shall be one vote for each flat.**

11a. That the Lessor doth hereby covenant that the Lessor will throughout the term of this lease subject only as hereinafter expressly mentioned shall not use or occupy nor shall the lessor permit any lessee of the said land (other than the lessee under this lease) to use or occupy for any purpose whatsoever that part of the said land shown on Deposited Plan 93601 lettered (B) and (C) TO THE INTENT that this restrictive covenant shall be forever appurtenant to the estate and interest of the Lessee under this lease.

18a. The Lessors and Lessee under this lease if called upon by a co-lessor and lessee in respect of the lease of Flat 2 and the part of the said land lettered "C" on the said plan will not oppose a further division of that co-lessor's two-thirds interest to another party as a co-lessor and the variation of leases to enable the granting of a further lease to that further co-lessor as lessee and at the cost of that co-lessee in all things will do all such acts and things as may be required to facilitate the deposit of a further plan and the creation of the additional freehold interest and lease. Provided that the residential flat to be erected shall be of the same standard of materials and of no less durability than the flats already erected upon the land.

R. H. Water
R. H. Water



Webb
212c/8

MEMORANDUM OF LEASE

Correct for the purposes of the Land Transfer Act

HERBERT HAPETA RATA ET UXOR Lessor
HERBERT HAPETA RATA ET UXOR Lessee

[Signature]
(Solicitor for) the Lessee

To:
The District Land Registrar
Auckland

It is requested that you note the lessors' restrictive covenant contained in clause 11a of the lease against the fee simple title to the said land

[Signature]
Solicitor for the lessee

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below.

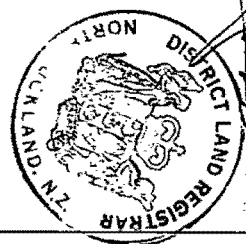
District Land Registrar
Assistant of the District of North Auckland

Composite C.T. 50A 140 issued includes a $\frac{1}{3}$ share in fee simple

ALB

10:37 04.AUG81 944881A
PARTICULARS ENTERED IN THE REGISTER BOOK 158/147

ASST LAND REGISTRAR

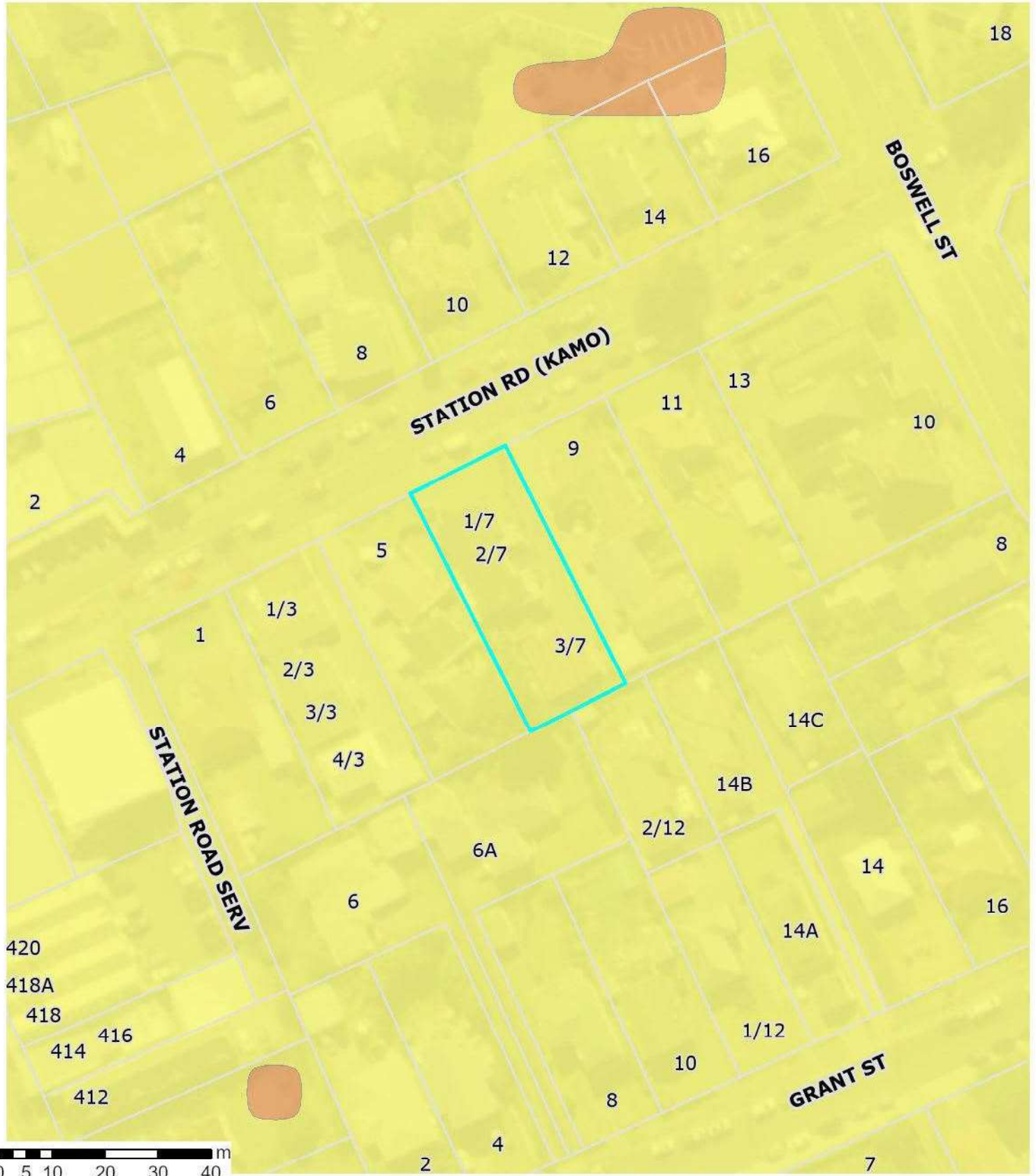


WEBB, ROSS & CO
Solicitors,
WHANGAREI.

LAND REGISTRY OFFICE
AUCKLAND



Land Instability



Landslide Susceptibility Zone

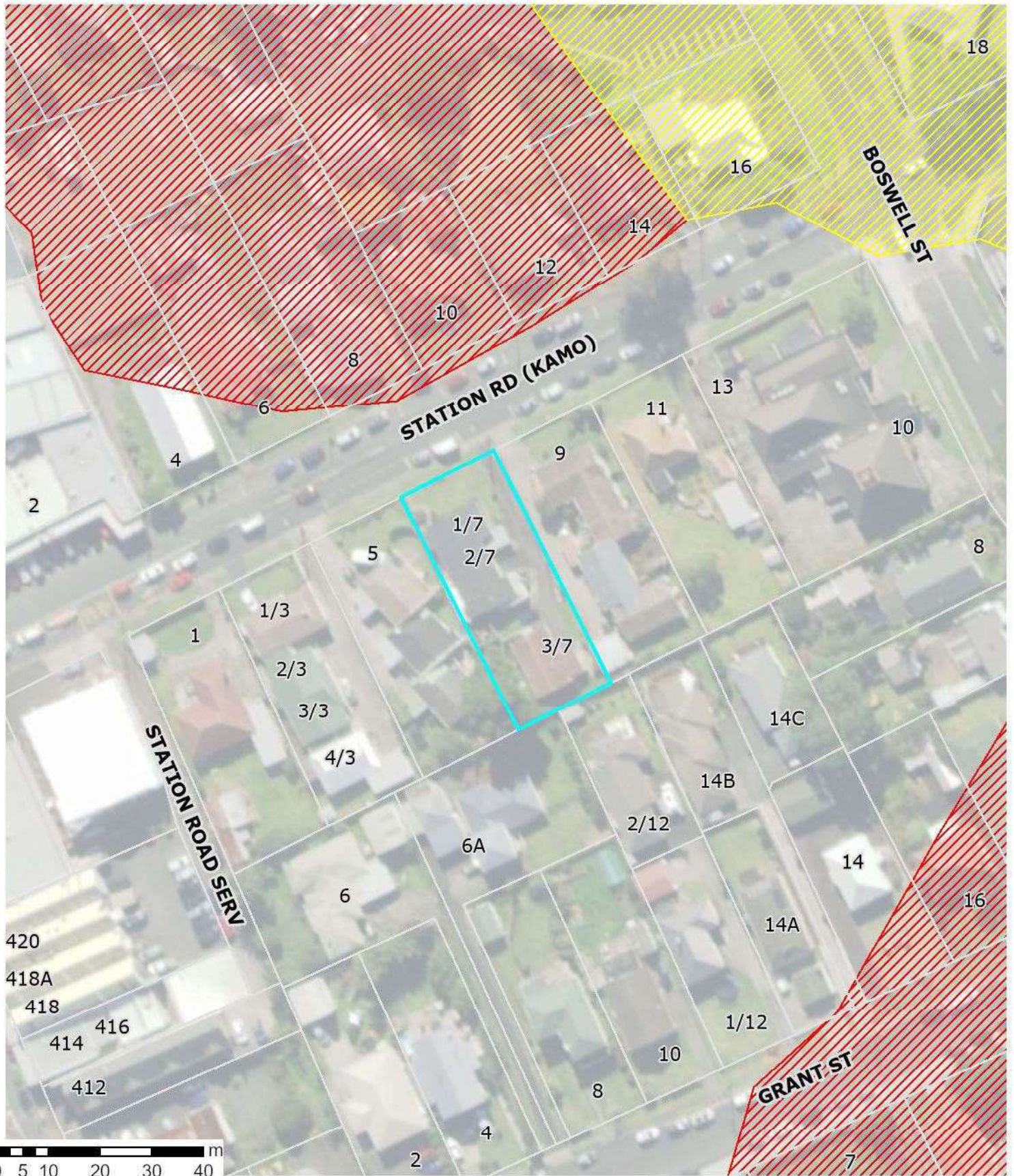
-  High
-  Moderate
-  Low

Whangarei District Council holds indicative information on land stability hazard for Whangarei. The Whangarei District Council may require site-specific investigations before granting future subdivision or building consent for the property, depending on the level of stability risk of the area the property is in. Tonkin + Taylor Ltd Landslide Susceptibility assessment report: <https://www.wdc.govt.nz/files/assets/public/documents/council/reports/hazard-reports/land-stability/landslide-susceptibility-technical-report.pdf>

2 October 2025
Scale 1:1,000



Mine Zones



Mine Zones

- Mine Zone 1
- Mine Zone 2
- Mine Zone 3

This Mine Zone hazard information is from a Tonkin & Taylor engineering report Hikurangi: Jan 2001 Ref No: 18596 and Kamo: July 2013 Ref No: 29269

2 October 2025
Scale 1:1,000

Hazard information as shown is approximate and should not be used as a replacement for site specific investigation and assessments. The absence of hazard information shown does not mean that there is none, only that the information may not yet have been collected.



Search by Property Address	Search by Property ID	Search by Assessment No	Search by Legal Description
<input type="text" value="7 station road"/>			
<input checked="" type="radio"/> 1 - 7 Station Road Te Kamo 0112 <input type="radio"/> 1 - 77 Station Road Te Kamo 0112 <input type="radio"/> 107 Station Road Te Kamo 0112 <input type="radio"/> 17 Station Road Te Kamo 0112 <input type="radio"/> 2 - 77 Station Road Te Kamo 0112 <input type="radio"/> 27 Station Road Te Kamo 0112 <input type="radio"/> 3 - 77 Station Road Te Kamo 0112			
Property Information		Rates Information	

Legal Description: FLAT 1 DP 93601 HAVING 1/3 INT IN 1012 SQ METRES BEING SEC 10 KAMO TSHIP

Assessment Number: 0071223300A
 Property ID: 11874
 Address: 1 - 7 Station Road Te Kamo 0112
 View Maps: [WDC Maps](#) [Google Maps](#)
 Land Area (hectares): 0
 Capital Value: 2025/2026 \$400,000
 Land Value: 2025/2026 \$210,000
 Record of Title: 50A/40
 Floor Area (square metres): 82
 Site Area (square metres): 82
 Improvements: FLAT OI
 Land Use Code: Residential Single Unit
 Number of Units: 1
 Property Category: RF196B
 Zone (view District Plan Map): [District Plan Map](#) ies
 Related Properties: 11875, 29131

Improvements Key:

- DWG = Dwelling
- GGE = Garage
- BLDG = Building
- OFF = Office
- OB = Other Buildings
- FG = Fencing
- OI = Other Improvements

Rates History

Property ID	Rating Year	Land Value	Capital Value	WDC Rates	NRC Rates	Total Rates
11874	2025/2026	\$210,000	\$400,000	\$2,558.63	\$613.96	\$3,172.59
11874	2024/2025	\$240,000	\$455,000	\$2,405.11	\$602.76	\$3,007.87
11874	2023/2024	\$240,000	\$455,000	\$2,162.82	\$540.52	\$2,703.34
11874	2022/2023	\$240,000	\$455,000	\$2,004.83	\$496.64	\$2,501.47
11874	2021/2022	\$170,000	\$348,000	\$1,964.55	\$440.84	\$2,405.39
11874	2020/2021	\$170,000	\$348,000	\$1,839.92	\$377.03	\$2,216.95
11874	2019/2020	\$170,000	\$348,000	\$1,801.11	\$359.44	\$2,160.55
11874	2018/2019	\$103,000	\$210,000	\$1,702.43	\$331.1	\$2,033.53
11874	2017/2018	\$103,000	\$210,000	\$1,641.98	\$253.02	\$1,895
11874	2016/2017	\$103,000	\$210,000	\$1,581.76	\$246.57	\$1,828.33
11874	2015/2016	\$101,000	\$190,000	\$1,544.21	\$260.57	\$1,804.78
11874	2014/2015	\$101,000	\$190,000	\$1,422.61	\$231.23	\$1,653.84
11874	2013/2014	\$101,000	\$190,000	\$1,379.8	\$231.18	\$1,610.98
11874	2012/2013	\$100,000	\$195,000	\$1,331.26	\$219.74	\$1,551