

Transfer instrument
Section 90, Land Transfer Act 1952

2003/1032EF
Approved
Registrar-General of Land

Land registration district

Wellington

T 6766028.1 Transfer

Cpy - 01/03, Pgs - 004, 24/02/06, 09:46



DocID: 411540863

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

All / Part

Area / description of part or stratum

146085

All

Transferor

Surname(s) must be underlined or in CAPITALS

MAHAKI HOLDINGS LIMITED

Transferee

Surname(s) must be underlined or in CAPITALS

PROPERTY TRADING LIMITED

Estate or interest to be transferred, or easement(s) or profit(s) à prendre to be created
State if fencing covenant imposed

Fee Simple

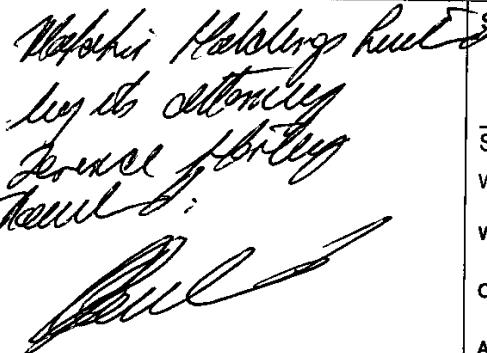
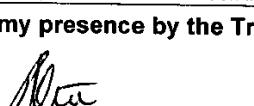
Operative Clause

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

DATED this 9th day of January 2006

Attestation

If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule

 Signature [Common Seal] of Transferor	<p>Signed in my presence by the Transferor</p> <p> Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed)</p> <p>Witness name: PAMELA STEER</p> <p>Occupation: REGISTERED LEGAL EXECUTIVE</p> <p>Address: WELLINGTON</p>
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Certified correct for the purposes of the Land Transfer Act 1952

[Solicitor for] the Transferee



Annexure Schedule

Insert below

"Mortgage", "Transfer", "Lease" etc

Transfer

Dated

Page of Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Estate or interest to be transferred, or easement(s) or profits à prendre to be created"

The Transferor transfers the land in the above Certificate of Title to the Transferee and the Transferee hereby covenants and agrees with the Transferor as follows:

1. In this Transfer the following words have the following meanings:

"Agreement" means the Agreement for Sale and Purchase between the Transferor and the Transferee for the sale and purchase of the land described in the Certificate of Title.

"Certificate of Title" means the certificate of title for the land that is transferred by this Transfer.

"Head Title" means certificate of title 99999 (Wellington Registry).

"Further Subdivision Area" has the same meaning as in the Agreement for Sale and Purchase.

2. The Transferee hereby covenants and undertakes that the Transferor may, in its name or by any Director or officer of the Transferor, undertake in the name of the Transferee all or any of the following:

- (a) Remove any restrictive or land covenant that may be registered against the Certificate of Title, the Head Title or any title arising from or forming part of the Further Subdivision Area;
- (b) Create any new restrictive or land covenant in respect of the areas referred to in (a) above whether in addition to or in replacement or substitution of existing restrictive or land covenants; and
- (c) Consent on behalf of the Transferee to any plan of subdivision of the Further Subdivision Area.

3. The Transferee further covenants with the Transferor that should the Transferee sell transfer or assign its interest in the land described in the Certificate of Title, the Transferee shall obtain from the Transferee, transferee or assignee an appropriate Deed (to be prepared by the Solicitors for the Transferor) whereby the transferee or assignee covenants to:

- (a) Grant to the Transferor a Power of Attorney in the same form as that given by the Transferee to the Transferor pursuant to the Agreement for Sale and Purchase; and
- (b) Comply with the provisions of clause 23.0 and 31.0 of the Agreement for Sale and Purchase; and
- (c) Not sell or transfer, assign or otherwise dispose of the land described in the Certificate of Title without first obtaining the execution by the transferee or assignee of a similar Deed and Power of Attorney in favour of the Transferor in terms of this clause.

This Transfer is for the benefit of the land of the Transferor shown as Lot 1 Deposited Plan 335661 being the land described in Certificate of Title 146085 (Wellington Registry) but these covenants are not to be noted on that Title.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

Insert below
"Mortgage", "Transfer", "Lease" etc

Transfer

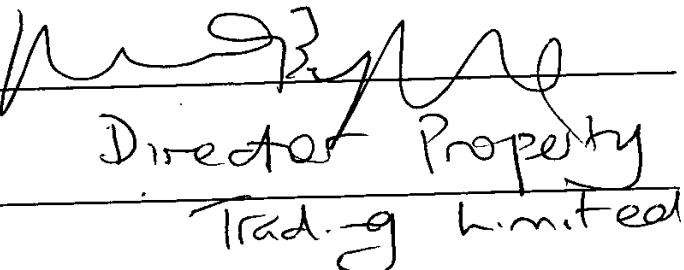
Dated

Page of Pages

(Continue in additional Annexure Schedule, if required.)

Continuation of "Attestation"

Signed by the Transferee


Mahaki Holdings Limited
Director Property
Trading Limited

In the presence of:

Witness to complete in BLOCK letters

Signature: 

Witness:

Terence Diane Leatham

Occupation:

Legal Executive

Raumati

Address:

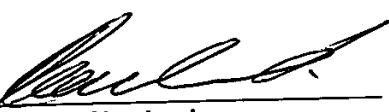
Certificate of Non-Revocation of Power of Attorney

I **Terence Stanley Nowland** of Wellington in New Zealand, Solicitor, hereby certify that:

1. **By** Deed dated 13 October 2000 a copy of which is deposited in the Land Transfer Registry at Wellington as B.807327.1 Mahaki Holdings Limited appointed me as Attorney on terms subject to the conditions set out in the said Deed.
2. **At** the date hereof I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of the said Mahaki Holdings Limited or otherwise.

SIGNED at Wellington this


9th day of January 2006


Terence Stanley Nowland

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or their solicitors must put their signatures or initials here.

