

**Encumbrance instrument**  
Section 101, Land Transfer Act 1952

**ENC 7791074.1 Encumb**

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Land registration district

**NORTH AUCKLAND**

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

All/part

Area/description of part or stratum

**253060**

**ALL**

**2218 sqm**

Encumbrancer

*Surname(s) must be underlined or in CAPITALS*

**John Rodney SMITH, Christine Ann SMITH and Craig Wesley GUNSON (1/2 share)**  
**Jonathan Malcolm KIRK, Selena Marie KIRK and Gunson McLean Trustees Limited (1/2 share)**

Encumbrancee

*Surname(s) must be underlined or in CAPITALS*

**WHANGAREI DISTRICT COUNCIL**

Estate or interest to be encumbered

*Insert, eg, fee simple; leasehold in lease number, etc.*

**Fee simple**

Encumbrance memorandum number

Nature of security

*State whether sum of money, annuity, or rentcharge, and amount.*

Operative clause

*Delete words in [ ], as appropriate*

The **Encumbrancer encumbers for the benefit of the Encumbrancee** the land in the above certificate(s) of title or computer register(s) **with** the above sum of money, annuity, or rentcharge to be raised and paid in accordance with the terms set out in the ~~{above encumbrance memorandum}~~ [Annexure Schedule(s)] **and** so as to incorporate in this encumbrance the terms and other provisions set out in the ~~{above encumbrance memorandum}~~ [and] [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Dated this **11<sup>th</sup>** day of **April 2008**

Attestation

*[Handwritten signatures of witnesses and Director]*  
**DIRECTOR**

Signed in my presence by the Encumbrancer

*Signature of witness*

*Witness to complete in BLOCK letters (unless legibly printed)*

Witness name

Occupation

**S. A. WONG**

**SOLICITOR**

Address

**WHANGAREI**

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

*[Handwritten signature]*

[Solicitor for] the Encumbrancee

**Annexure Schedule 1**



Encumbrance instrument

Dated 11<sup>th</sup> April 2008

Page 1 of 1 pages

**Terms**

*(Continue in additional Annexure Schedule(s) if required.)*

- 1 Length of term **999 years**
- 2 Payment date(s) **30 June in each year during the term of this encumbrance**
- 3 Rate(s) of interest **Nil**
- 4 Event(s) in which the sum, annuity, or rentcharge becomes payable  
**Upon a breach of the covenants and conditions of this encumbrance**
- 5 Events(s) in which the sum, annuity, or rentcharge ceases to be payable  
**In the event the covenants and conditions attaching to this encumbrance becoming obsolete**

**Covenants and conditions**

*(Continue in additional Annexure Schedule(s) if required.)*

See Annexure Schedule 2

**Modification of statutory provisions**

*(Continue in additional Annexure Schedule(s) if required.)*

Sections 203 and 205 of the Property Law Act 2007 applies to this encumbrance but otherwise and without prejudice to the Encumbrancee's rights of action at common law as a rent charger or Encumbrancee:

- i) The Encumbrancee is entitled to none of the powers and remedies of encumbrances by the Land Transfer Act 1952 and the Property Law Act 2007; and
- ii) No covenants by the Encumbrancer or their successors in title are implied in this encumbrance other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

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

**Annexure Schedule**



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

Encumbrance

Dated

11<sup>th</sup> April 2008

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of

2

pages

(Continue in additional Annexure Schedule, if required.)

**ANNEXURE SCHEDULE 2**

**BACKGROUND**

- A. The Encumbrancer is the registered proprietor of all that land comprised in Identifier 253060.
- B. The Encumbrancer has applied for building consent from the Encumbrancee to construct a dwelling on the land.
- C. The dwelling is classified as a residential unit pursuant to the Whangarei District Council Operative District Plan 2007.
- D. The Encumbrancer has agreed to encumber the Land.

**COVENANTS**

- 1. The Encumbrancee shall not use, or permit the dwelling or any accessory building to be used or occupied as more than one residential unit including but not limited to allowing any part of the dwelling or any accessory building to be independently or separately occupied under any separate tenancy arrangement, rental agreement (being short or long term), lease or licence.
- 2. In the event that the Encumbrancer enters into an agreement with a lessee, tenant, licensee or other occupier of the Land, ensure that such lessee, licensee or other occupier agrees to be bound by the terms of this covenant and if required by the Encumbrancee, the Encumbrancee shall enforce the covenants against the holders of such a right of occupation.
- 3. The Encumbrancer will pay the costs of the preparation and registration of this encumbrance.
- 4. The Encumbrancee and Encumbrancer agree that if the Encumbrancer breaches or fails to observe part of or any of the Covenants, then without prejudice to any other liability which the Encumbrancer may have to the Encumbrancee or any person or persons having the benefit of the Covenants, the Encumbrancer, upon written demand being made by the Encumbrancee, will:
  - (a) Pay to the Encumbrancee the sum of \$250.00 (two hundred and fifty dollars) (adjusted annually by movements in the Consumer Price Index (All Groups) from 1 January 2009) per day for every day that such a breach or non-observance continues after the date upon which written demand has been made, provided however that the Encumbrancer and their successors in title will only be liable for breaches of the Covenants which occur while they are registered as proprietors of the Land.

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this box.

Landowner User ID: **LAWFACTORLAW**

LOGGING FIRM: **LAWFACTOR LIMITED**

Address: **PO BOX 105168  
AUCKLAND**

Uplifting Box Number: **18 / 04 / 08 (1)**

ASSOCIATED FIRM: **WEBB ROSS - SAW**

Client Code / Ref: **83494/1 SMITH &**

HEREWITH

Survey Plan (#)

Title Plan (#)

Traverse Sheets (#)

Field Notes (#)

Calc Sheets (#)

Survey Report

Dealing / STID Number  
(LINZ Use Only)

Priority Registration Status  
(LINZ Use Only)

Plan Number Pre-Allocated or  
to be Deposited

Rejected Dealing Number

Other (State)

Priority Order	CT Ref	Type of Instrument	Names of Parties	DOCUMENT OR SURVEY FEES	RESUBMISSION	NOTICES	ADVERTISING	NEW TITLES	OTHER	PRIORITY CAPTURE	FEES \$ GST INCLUSIVE
1	253060	ENC	SMITH & SMITH & GUNSON & ORS TO WHANGAREI DISTRI	60.00							\$60.00
2											
3											
4											
5											
6											

Land Information: New Zealand Lodgement Form

Fees Receipt and Tax Invoice

GST Registration Number: 17 022 585

LINZ Form P005

LINZ Form P005 - PDF

Original Signatures?	
Subtotal (for this page)	\$60.00
Total for this dealing	\$60.00
Less Fees paid on Dealing #	
Cash/Cheque enclosed for	\$60.00

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