

PROPERTY INFORMATION

A

+ S

AMY + SHAR

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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.

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**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 97637
Land Registration District Canterbury
Date Issued 27 January 2004

Prior References
CB47C/1296

Estate Fee Simple
Area 7500 square metres more or less
Legal Description Lot 1 Deposited Plan 324191
Registered Owners
L J C Limited

Interests

Subject to Section 3 Petroleum Act 1937
Subject to Section 3 Geothermal Energy Act 1953
Subject to Section 261 Coal Mines Act 1979 (affects part formerly CT CB35D/981)
Subject to Section 6 and 8 Mining Act 1971
Subject to Section 8 Atomic Energy Act 1945
Subject to Part IV A Conservation Act 1987 (affects part formerly CT CB35D/981)
Subject to Section 5 Coal Mines Act 1979 (affects part formerly CT CB35D/981)
Subject to Section 11 Crown Minerals Act 1991(affects part formerly CT CB35D/981)
Subject to a right (in gross) to convey water over part marked B, E DP 324191 in favour of The Selwyn District Council created by Transfer A433634.15 - 15.11.1999 at 11:21 am
The easement created by Transfer A433634.15 is subject to Section 243(a) Resource Management Act 1991- 15.11.1999 at 11.21 am
Subject to a right of way, right to convey water, electric power and telephonic communications over part marked A, B, C DP 324191 created by Easement Instrument 5876125.3 - 27.1.2004 at 9:00 am
The easements created by Easement Instrument 5876125.3 are subject to Section 243 (a) Resource Management Act 1991
5918328.3 Mortgage to Bank of New Zealand - 3.3.2004 at 9:00 am
6884020.2 Variation of Mortgage 5918328.3 - 29.5.2006 at 9:00 am

Approvals *J O Seckington*
 Registered Owners
 I hereby certify that this plan was approved by the Selwyn District Council pursuant to Section 223 of the Resource Management Act 1991 on this 28th day of May 2003 subject to the granting or reserving of the easements set out in the Memorandum heron.

[Signature]
 Authorized Officer

Memorandum of Easements		
Nature	Servient Tenement Lot No. / Shown	Dominant Tenement
Right of Way, Right to convey water, electric power & telephonic communications	1	A, B, C, 2

Existing Easement		
Nature	Servient Tenement Lot No. / Shown	Document
Right to convey water in gross	2	B, E, D, A43634/15

Note: Part Lots 1 & 2 (formerly in C.T.358/981) are subject to Part IVA Conservation Act 1987.

Certificates of Title Allocated:
 Lot 1 97637 Lot 2 97638

Class II Survey

Total Area 3.7950 ha
 Comprised in C.T.476/1996

David John Grant
 being a person entitled to practice as a registered surveyor, certify that -
 (a) the survey to which this document relates is accurate, and
 (b) the survey to which this document relates is in accordance with the Survey Act 1986 and the Survey Regulations 1986.
 (c) This document is accurate, and has been created in accordance with the Act and these Regulations.

[Signature]
 10/3/03 (Date)

Field Book
 Reference Plans 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 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3423, 3424, 3425, 3426, 3427, 3428, 3429, 3430, 3431, 3432, 3433, 3434, 3435, 3436, 3437, 3438, 3439, 3440, 3441, 3442, 3443, 3444, 3445, 3446, 3447, 3448, 3449, 3450, 3451, 3452, 3453, 3454, 3455, 3456, 3457, 3458, 3459, 3460, 3461, 3462, 3463, 3464, 3465, 3466, 3467, 3468, 3469, 3470, 3471, 3472, 3473, 3474, 3475, 3476, 3477, 3478, 3479, 3480, 3481, 3482, 3483, 3484, 3485, 3486, 3487, 3488, 3489, 3490, 3491, 3492, 3493, 3494, 3495, 3496, 3497, 3498, 3499, 3500, 3501, 3502, 3503, 3504, 3505, 3506, 3507, 3508, 3509, 3510, 3511, 3512, 3513, 3514, 3515, 3516, 3517, 3518, 3519, 3520, 3521, 3522, 3523, 3524, 3525, 3526, 3527, 3528, 3529, 3530, 3531, 3532, 3533, 3534, 3535, 3536, 3537, 3538, 3539, 3540, 3541, 3542, 3543, 3544, 3545, 3546, 3547, 3548, 3549, 3550, 3551, 3552, 3553, 3554, 3555, 3556, 3557, 3558, 3559, 3560, 3561, 3562, 3563, 3564, 3565, 3566, 3567, 3568, 3569, 3570, 3571, 3572, 3573, 3574, 3575, 3576, 3577, 3578, 3579, 3580, 3581, 3582, 3583, 3584, 3585, 3586, 3587, 3588, 3589, 3590, 3591, 3592, 3593, 3594, 3595, 3596, 3597, 3598, 3599, 3600, 3601, 3602, 3603, 3604, 3605, 3606, 3607, 3608, 3609, 3610, 3611, 3612, 3613, 3614, 3615, 3616, 3617, 3618, 3619, 3620, 3621, 3622, 3623, 3624, 3625, 3626, 3627, 3628, 3629, 3630, 3631, 3632, 3633, 3634, 3635, 3636, 3637, 3638, 3639, 3640, 3641, 3642, 3643, 3644, 3645, 3646, 3647, 3648, 3649, 3650, 3651, 3652, 3653, 3654, 3655, 3656, 3657, 3658, 3659, 3660, 3661, 3662, 3663, 3664, 3665, 3666, 3667, 3668, 3669, 3670, 3671, 3672, 3673, 3674, 3675, 3676, 3677, 3678, 3679, 3680, 3681, 3682, 3683, 3684, 3685, 3686, 3687, 3688, 3689, 3690, 3691, 3692, 3693, 3694, 3695, 3696, 3697, 3698, 3699, 3700, 3701, 3702, 3703, 3704, 3705, 3706, 3707, 3708, 3709, 3710, 3711, 3712, 3713, 3714, 3715, 3716, 3717, 3718, 3719, 3720, 3721, 3722, 3723, 3724, 3725, 3726, 3727, 3728, 3729, 3730, 3731, 3732, 3733, 3734, 3735, 3736, 3737, 3738, 3739, 3740, 3741, 3742, 3743, 3744, 3745, 3746, 3747, 3748, 3749, 3750, 3751, 3752, 3753, 3754, 3755, 3756, 3757, 3758, 3759, 3760, 3761, 3762, 3763, 3764, 3765, 3766, 3767, 3768, 3769, 3770, 3771, 3772, 3773, 3774, 3775, 3776, 3777, 3778, 3779, 3780, 3781, 3782, 3783, 3784, 3785, 3786, 3787, 3788, 3789, 3790, 3791, 3792, 3793, 3794, 3795, 3796, 3797, 3798, 3799, 3800, 3801, 3802, 3803, 3804, 3805, 3806, 3807, 3808, 3809, 3810, 3811, 3812, 3813, 3814, 3815, 3816, 3817, 3818, 3819, 3820, 3821, 3822, 3823, 3824, 3825, 3826, 3827, 3828, 3829, 3830, 3831, 3832, 3833, 3834, 3835, 3836, 3837, 3838, 3839, 3840, 3841, 3842, 3843, 3844, 3845, 3846, 3847, 3848, 3849, 3850, 3851, 3852, 3853, 3854, 3855, 3856, 3857, 3858, 3859, 3860, 3861, 3862, 3863, 3864, 3865, 3866, 3

TRANSFER
Land Transfer Act 1952

A 433634.15 TE



If there is not enough space in any of the panels below, cross-reference to and use the approved Annexure Schedule: no other format will be received.

Land Registration District

CANTERBURY

Certificate of Title No. All or Part? Area and legal description -- *Insert only when part or Stratum, CT*

35D 40A 35A	981 264 980	Part Part PART	1.0680 hectares more or less being Lot 6 Deposited Plan 77929
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Transferor *Sumames must be underlined or in CAPITALS*

THE SELWYN DISTRICT COUNCIL

Transferee *Sumames must be underlined or in CAPITALS*

Terence David GALLAGHER and Jennifer Anne GALLAGHER

Estate or Interest or Easement to be created: *Insert e.g. Fee simple; Leasehold in Lease No; Right of way etc.*

Fee simple reserving a right to convey water in gross (continued on pages 1-5 of the Annexure Schedule)

Consideration

\$8,000.00

Operative Clause

For the above consideration (receipt of which is acknowledged) the TRANSFEROR TRANSFERS to the TRANSFEEE all the transferor's estate and interest described above in the land in the above Certificate(s) of Title and if an easement is described above such is granted or created.

Dated this 1st day of October 1999

Attestation

Signature, or common seal of Transferor	Signed in my presence by the Transferor Signature of Witness	<p>THE COMMON SEAL of THE SELWYN DISTRICT COUNCIL was hereto affixed by and in the presence of:</p> <p>..... Mayor Acting Chief Executive</p>
	<p>Witness to complete in BLOCK letters (unless typewritten or legibly stamped)</p> <p>Witness name Occupation Address</p>	

Certified correct for the purposes of the Land Transfer Act 1952

Certified that no conveyance duty is payable by virtue of Section 24(1) of the Stamp and Cheque Duties Act 1971. (DELETE INAPPLICABLE CERTIFICATE)

Solicitor for the Transferee

Annexure Schedule

TRANSFER

Dated

1 October 1999

Page

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of

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Pages



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

(Right to convey water)

1. INTERPRETATION

1.1 In this instrument unless the context otherwise requires:

"Easement Strip" means that part of the land transferred herein being the part marked F on Deposited Plan 77929.

"the Drain" means either an open drain or piped drain and extends to include any pumps pipes manhole valves surface boxes or other appurtenant structure.

"the Transferor and other authorised person" means the Transferor and the agents, employees, contractors, tenants, licensees, and invitees of the Transferor and all other persons authorised or invited by the Transferor to enjoy the relevant easement and, where the context so admits, means any of such persons.

"Utilities" means any structure, pole or other appurtenant structure for the provision of utilities or services supplied to or used on the land including but not limited to electricity, gas, telephone, storm water, sewage and water.

1.2 In the interpretation of this instrument:

- (a) words importing the singular or plural number shall be deemed to include the plural and singular number respectively,
- (b) words importing any gender shall include every gender and the word "person" shall include a corporation and vice versa,
- (c) the headings appearing are asserted only as a matter of convenience and in no way define, limit or describe the scope or intent of the clauses of this instrument nor in any way affect this instrument,
- (d) references to any party include that party's executors, administrators, and assigns, or being a company, its successors and assigns,
- (e) all covenants on the part of the Transferee in this instrument shall be deemed to be covenants by each of the registered proprietors included in the term "Transferee" severally and shall bind each of the registered proprietors and their respective executors administrators successors and assigns.

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.

J.O.S

Annexure Schedule



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

Transfer

Dated 1 October 1999

Page 2 of 5 Pages

2. GRANT OF RIGHTS, POWERS AND PRIVILEGES

2.1 The Transferor and other authorised persons (to the exclusion of the Transferee) shall have the full free uninterrupted and unrestricted right liberty and licence from time to time and at all times hereafter:

- (a) to take carry convey and lead water in a free and unimpeded flow (except during any periods of necessary cleaning and repairing) and in any quantity under the Easement Strip and, for that purpose,
- (b) to lay make construct maintain alter or repair the Drain as the Transferor shall from time to time think fit.

3. TRANSFEROR'S RIGHTS

3.1 The Transferor and other authorised persons may:

- (a) enter upon the Easement Strip and any contiguous land of the Transferee,
- (b) bring on to the Easement Strip such materials tools equipment machinery vehicles or other things as may be necessary for the purpose,
- (c) sink and make trenches and shafts on the Easement Strip,
- (d) excavate any clay gravel shingle stones and earth from the Easement Strip,
- (e) inspect maintain cleanse repair extend remove enlarge or replace the Drain,
- (f) generally do and perform such acts and things in or upon the Easement Strip as may be necessary or proper for or in relation to any of the purposes of this easement, and
- (g) (for all or any of those purposes), have by the most practicable route access to and from the nearest public street across any part of the Transferee's land.

4. TRANSFEEE'S OBLIGATIONS

4.1 The Transferee will not:

- (a) build over or erect any other improvements upon, plant any trees upon or permit any tree roots to grow within the Easement Strip without the prior written consent of the Transferor, such consent not to be arbitrarily or unreasonably withheld,
- (b) do or permit or suffer to be done anything which may in any way injure or damage the Drain or interfere with the free flow and passage of water through the Drain. If the Transferee is in breach of this obligation the Transferee shall forthwith at the Transferee's expense properly

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.

J.O.S. *[Signature]*

[Signature]

Annexure Schedule



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

Transfer

Dated 1 October 1999

Page 3 of 5 Pages

and substantially repair and make good all such injury or damage and restore such free flow and passage, or

- (c) permit any Utilities to be located within the Easement Strip unless the siting and installation of such Utilities is expressly consented to in writing by the Transferor such consent not to be unreasonably withheld.

5. TRANSFEROR'S OBLIGATIONS

5.1 The Transferor shall:

- (a) at all times repair maintain and cleanse the Drain so that it is not or does not become a nuisance or annoyance to the Transferee,
- (b) remove and carry away all surplus clay gravel shingle stones and earth which may be excavated from the Easement Strip,
- (c) upon the Transferor disturbing the surface of the Easement Strip for any reason, without delay restore the same as nearly as possible to its original condition,
- (d) repair and make good any damage which may be done to any fence building or improvement, or to any part of the Transferee's land, in the exercise by the Transferor of any of the rights granted by this instrument but the Transferor shall not be:
 - (i) responsible for the cost of removing any fence building improvements or trees upon, or any tree roots growing within, the Easement Strip
 - (ii) liable for any damage to any Utilities in the Easement Strip if in the exercise of such rights that damage could not reasonably be prevented.

6. STRUCTURES TO BE PROPERTY OF TRANSFEE

6.1 The Drain or any other structures, plant or equipment erected or installed by the Transferor on the Easement Strip shall be the property of the Transferor. Any damage to the Transferee's land caused by the removal of any structures, plant or equipment shall immediately be remedied by the Transferor at its own cost.

7. MUTUAL COVENANTS

7.1 Nothing contained or implied in this instrument shall be construed so as:

- (a) to compel the Transferor to exercise all or any of the rights granted by this instrument at any time and the Transferor may commence discontinue or resume the exercise of all or any such rights at will,

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.

JOS

Annexure Schedule



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

Transfer

Dated

1 October 1999

Page

4

of

5

Pages

- (b) to abrogate limit restrict or abridge any of the rights powers or remedies vested in the Transferor by statute.

8. LIMITATION OF LIABILITY

8.1 Any right of action which shall at any time accrue to the Transferor by reason of breach or non-observance by the Transferee of any of the covenants contained in this instrument may be enforced by the Transferor only against:

- (a) the registered proprietor for the time being of that part of the Easement Strip in respect of which such breach or non-observance shall occur, and
- (b) the registered proprietor at the time of such occurrence,

to the intent that the liability of any registered proprietor of the Easement Strip shall cease (except as to any breach or non-observance occurring during the period of ownership of that registered proprietor) upon registration of a transfer of ownership.

9. GENERAL PROVISIONS

9.1 The following provisions are applicable to the easement granted by this instrument:

- (a) the rights, powers and privileges conferred on the Transferor by this instrument are in substitution for the rights and powers set out in the Seventh Schedule to the Land Transfer Act 1952,
- (b) each grant shall be for all time,
- (c) no power is implied in respect of any easement for the Transferee to determine the easement for breach of any provision of this instrument (whether express or implied) or for any other cause, it being the intention of the parties that the easement shall subsist for the term unless it is surrendered in writing,
- (d) if any party ("the defaulting party") neglects or refuses to perform any of its obligations under this instrument the following shall apply:
- (i) the other party may serve upon the defaulting party a written notice requiring the defaulting party to perform its obligations and stating that, after the expiration of seven days from service of such notice, the other party shall perform such obligations,
- (ii) if upon the expiry of the seven days referred to above, the defaulting party has still neglected or refused to perform the obligation the other party may:
- (1) Perform such obligation, and
- (2) For that purpose enter onto the Transferee's land and carry out any work,

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.

J.O.S. *[Signature]*

[Signature]

Annexure Schedule



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

Transfer

Dated 1 October 1999

Page 5 of 5 Pages

(iii) the defaulting party shall be liable to pay the other party all costs incurred in performing such obligations.

(e) the Transferee shall not do any act which impedes, interferes with or restricts the rights of the Transferor and other authorised persons in relation to this easement.

10. ARBITRATION

10.1 If any dispute arises between the parties relating to this instrument, that dispute shall be determined by a single arbitrator should the parties agree upon one, or failing agreement, by a single arbitrator to be appointed by the President for the time being of the Canterbury District Law Society, in accordance with the Arbitration Act 1996 or any statute enacted in substitution of that Act and for the time being in force.

Continuation of "Attestation"

<p><i>J.O. Sullivan</i> <i>J.P. Gallagher</i></p> <p>Signature, or common seal of Transferee</p>	<p>Signed in my presence by the Transferee Signature of Witness <i>Tonia Carter</i> Witness to complete in BLOCK letters (unless typewritten or legibly stamped) Witness name TONIA CARTER Occupation PRESCHOOL TEACHER Address 12 DERENZIE PLACE KIRWEE</p>
--	--

I hereby certify that the provisions of Section 230(1) of the Local Government Act 1974 have been complied with in respect of this transaction.

[Signature]

A Solicitor of the High Court of
New Zealand

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.

J.O.S. *[Signature]*

[Signature]

Approved by Registrar-General
of Land under No. 1995/1004EF

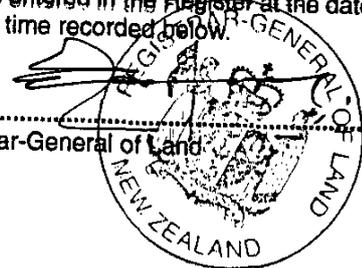


TRANSFER

Land Transfer Act 1952

Particulars entered in the Register at the date
and at the time recorded below.

.....
for Registrar-General of Land



THE EASEMENT CREATED
HEREIN IS SUBJECT TO
SECTION 243(a) RESOURCE
MANAGEMENT ACT 1991.

Law Firm Acting
Buddle Findlay PO Box 322 CHRISTCHURCH

Auckland District Law Society
REF: 4135 /4

11.21 15.NOV99 A 433634
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
FOR REGISTRAR - GENERAL OF LAND

This page is for Land Registry Office use only.
(except for "Law Firm Acting")





EASEMENT CERTIFICATE

(IMPORTANT: Registration of this certificate does not of itself create any of the easements specified herein).

EI 5876125.3 Easement

Cpy - 01/01, Pgs - 008, 26/01/04, 08:57



DocID: 211D32800

→ We **Terence David Gallagher and Jennifer Anne Gallagher**

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at **Christchurch** on the _____ day of _____ under No. **LT 324191** are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

SCHEDULE DEPOSITED PLAN NO. **LT 324191**

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way, Right to Convey Water, Electric Power and Telephone Communications	Lot 1	A, B, C	Lot 2	97637 97638



State whether any rights or powers set out here are in addition to or in substitution for those set out in the Seventh Schedule to the Land Transfer Act 1952.

~~1. Rights and powers:~~



~~2. Terms, conditions, covenants, or restrictions in respect of any of the above easements:~~

Dated this 31st day of October 2003

Signed by the above-named

**Terence David Gallagher and Jennifer Anne
Gallagher**

*J.O. Sarrin
J.D. Gallagher*

in the presence of

Witness Tania Carter.....

Occupation Preschool Teacher.....

Address 12 DeRenzie Place.....
Kirwee

Correct for the purposes of the Land Transfer Act 1952

J.H. Stade
(Solicitor for) the registered proprietor:



EASEMENT CERTIFICATE

Land Transfer Act 1952

Law Firm Acting
Kate Langham Law Solicitors Mt Albert Auckland

Auckland District Law Society
REF: 4050 /4

This page is for Land Registry Office use only.
(except for "Law Firm Acting")

CONSENT OF MORTGAGEE

Mortgage Number A367351.3

Land registry: Canterbury

Bank of New Zealand in whose name Mortgage Number A367351.3 has been entered against the land comprised and described in Certificate of Title CB47C/1296 DOTH HEREBY CONSENT to the subdivision of the said land as described in Deposited Plan LT 324191 and to the registration of Orders for New Certificates of Title 97637 and 97638:

But without prejudice to the Mortgage and to the rights protected by it.

DATED at Auckland this 12 day of January 2004

EXECUTED by the Mortgagee Bank of New Zealand. SIGNED for and on behalf of BANK OF NEW ZEALAND by its Attorneys Richard Marten Margaret Jane Aston BANK OF NEW ZEALAND by its Attorneys:-

In the presence of: Noel Ronald Letford

Bank Officer Auckland

Correct for the purposes of the Land Transfer Act 1952

Solicitor for the Mortgagee



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

We, Richard Marten and Margaret Jane Aston both of Auckland, Bank Officers, severally certify that:

1. By deed dated 26 October 2001 (the "Deed"), we were, by virtue of being respectively a Second Authorised Officer, and a Second Authorised Officer, appointed jointly as attorneys of Bank of New Zealand (the "Bank") on the terms and subject to the conditions set out in the Deed.
2. Copies of the Deed are deposited in the following registration districts of Land Information New Zealand as follows:

Canterbury	as No.	5110221
North Auckland	as No.	D657518.1
Otago	as No.	5110774
South Auckland	as No.	5110008
Taranaki	as No.	483763.1
Wellington	as No.	5110812
3. We have executed the instrument(s) to which this certificate relates under the powers conferred by the Deed.
4. At the date of this certificate we have not received any notice or information of the revocation of that appointment by the dissolution of the Bank or otherwise.

SIGNED at Auckland this 12th January 2004



Richard Marten

SIGNED at Auckland this 12th January 2004



Margaret Jane Aston

Form 26

Covenant instrument to note land covenant

(Section 116(1)(a) & (b) Land Transfer Act 2017)

Covenantor

L J C Limited

Covenantee

Andrew James Brooker, Elizabeth Angela Carston, John Michael Carston and Geoffrey Alan Falloon

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covenantee** (and, if so stated, in gross) 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 of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenants		Lot 1 Deposited Plan 324191 (97637)	Lot 1 Deposited Plan 82415 (CB47C/1032)

This approved format may be used for lodgement as an electronic instrument under the Land Transfer Act 2017

Covenant rights and powers (including terms, covenants and conditions)

Delete phrases in [] and insert memorandum number as required.

Continue in additional Annexure Schedule if required.

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

[Memorandum number _____, registered under section 209 of the Land Transfer Act 2017].

[Annexure Schedule 1].

ANNEXURE SCHEDULE

1. INTERPRETATION

1.1 For the purposes of this Land Covenant:

“**Covenantee**” means the registered proprietors of RT CB47C/1032.

“**Covenantor**” means the registered proprietors of RT 97637.

“**Council**” means the Selwyn District Council.

“**Land Covenants**” means these covenants.

“**Lot**” means the Record of Title listed as Burdened Land in Schedule A.

“**Permit**” includes to do, facilitate, allow and/or suffer.

1.2 These covenants shall:

- (a) Burden and run with the Record of Title listed as Burdened Land in Schedule A; and
- (b) Be for the benefit of and appurtenant to the Record of Title listed as Benefited Land in Schedule A.

2 COVENANTS

2.1 The Covenantor covenants with the Covenantee that the Covenantor and their successors in title shall not:

- (a) Erect or permit to be erected more than one dwelling on the Lot, with the exception of a family flat that meets the requirements of a Family Flat under the Council District Plan shall be allowed;
- (b) Erect or permit to be erected a dwelling on the Lot with a floor area of less than 180 m², with the exception that a family flat that meets the requirements of a Family Flat under the Council District Plan shall be allowed;
- (c) Erect or permit to be erected on the Lot any dwelling, Family Flat or ancillary building using second hand materials (other than bricks);
- (d) Erect or permit to be erected on the Lot any relocatable dwelling or any dwelling which has been prebuilt or is a kitset-style dwelling;
- (e) Erect or permit to be erected on the Lot any building with external cladding (except cladding of soffits or gable ends) of unrelieved flat steel fibrolite, hardiflex, galvanised steel or similar materials;
- (f) Erect or permit to be erected on the Lot any building with roofing material, guttering or downpipes comprising unpainted and/or exposed zinc coated products.
- (g) Cause or permit any damage to the Benefited Land (including without limitation, berms, footpaths, stormwater, swales, trees and fences) as a consequence of construction work on the Lot;
- (h) During the course of construction allow the loading, unloading, delivery, or storage of building materials other than within the boundaries of the Lot;
- (i) At any time allow rubbish or waste materials to accumulate on the Lot or allow the grounds, lawns or gardens or any Council owned road frontage to become untidy or unsightly;

- (j) Use or permit the Lot to be used as a transport contractors depot, junkyard, metal or scrap yard, or for outdoor storage or parking of vehicles, equipment, machinery or plant other than vehicles being regularly used by the Covenantor;
- (k) Use or permit the Lot to be used for any commercial kennel, a market gardening business, cattery or for any factory farming activities;
- (l) Permit the keeping of any rooster on the Lot or permit the keeping of more than five pigs, five pigeons or five female fowls on the Lot;
- (m) Permit the keeping on the Lot of any Rottweiler, Pinscher, Japanese Tosa, Dogo Argentino, Brazilian Fila, Pit Bull Terrier or any other dog which is classified as menacing or dangerous by the Council under the Dog Control Act 1996;
- (n) Keep any more than two (2) dogs on the Lot at any one time;
- (o) Permit any caravan, campervan, hut, garage or shed for any kind of permanent or temporary residential use on the Lot provided that this clause shall not affect the right of the Covenantor to have and keep a caravan or campervan on the Lot.
- (p) Use any dwelling on the Lot as a residence until a code compliance certificate has been issued by the Selwyn District Council for that dwelling.

3 EXPIRY

- 3.1 These Covenants shall continue until 31 March 2040 and then shall cease and be of any further effect.
- 3.2 The covenants in this instrument will immediately cease to apply to any lot (or part thereof) which is intended to vest in the Crown or any territorial authority as a road or reserve, upon any survey plan relating to such vesting being approved as to survey and being accepted for deposit by Land Information New Zealand.

4 DEFAULT PROVISIONS

- 4.1 If there should be any breach or non-observance of any of these Land Covenants, the Covenantor will upon written demand being made by the Covenantee:
 - (a) Pay to the Covenantee as liquidated damages the sum of \$100.00 (One Hundred Dollars) per day for every day that such breach or non-observance continues after the date upon which written demand has been made.
 - (b) Remove or cause to be removed from the Lot any dwelling, garage, building, fence or other structure or items erected or placed on the Lot in breach or non-observance continues after the date upon which written demand has been made.
 - (c) Replace any building materials used in breach or non-observance of the above Land Covenants.
 - (d) Reimburse the costs the Covenantee directly incurs on a dollar for dollar basis as a result of a breach or non-observance, including (but not limited to), those associated with correcting such breach or non-observance.
- 4.2 Any demand made by the Covenantee will be deemed to have been served to the Covenantor if sent to the Covenantor's postal address of the Lot, or where the Lot is a vacant section, the demand will be deemed to have been properly served if sent to the email address of the lawyer or law firm that signed and certified the transfer of the Lot to the Covenantor.

Buying or selling your property?

REA
REAL ESTATE AUTHORITY
TE MANA PAPAWHENUA

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](https://www.rea.govt.nz) and [settled.govt.nz](https://www.settled.govt.nz).

The New Zealand Residential Property Agency Agreement Guide is also available on [settled.govt.nz](https://www.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](https://www.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.

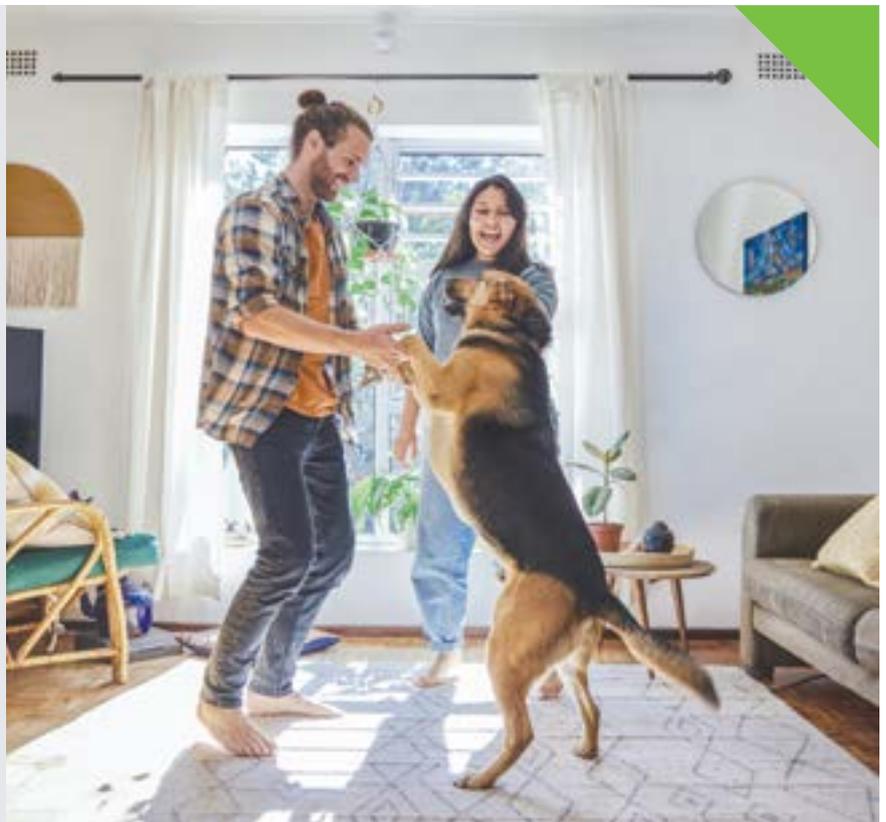
- We provide independent information for people who are buying and selling property through our settled.govt.nz website.
- We provide guidance for real estate professionals and oversee a complaints process.
- We license people and companies working in the real estate industry.

- 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.

