

STATEMENT OF PASSING OVER INFORMATION

This information has been supplied by the vendor or the vendor's agents. Accordingly, Ownly (REAA 2008) and Sold On Kapiti Limited is merely passing over the information as supplied to us by the vendor or the vendor's agents.

We cannot guarantee its accuracy and reliability as we have not checked, audited, or reviewed the information and all the intending purchasers are advised to conduct their own due diligence investigation into the same.

To the maximum extent permitted by law Ownly (REAA 2008) and Sold On Kapiti Limited does not accept any responsibility to any person for the accuracy of the information herein.



SOLD ON KĀPITI
REAL ESTATE

View Instrument Details



Instrument No 11771416.9
Status Registered
Date & Time Lodged 23 November 2020 08:57
Lodged By Gedye, Nicola Marie
Instrument Type Easement Instrument



Affected Records of Title	Land District
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564427	Wellington
947386	Wellington
947389	Wellington
947395	Wellington
947397	Wellington
947398	Wellington
947400	Wellington
947401	Wellington
947402	Wellington
947403	Wellington
947413	Wellington
947414	Wellington
947417	Wellington
947418	Wellington
947419	Wellington
947420	Wellington
947421	Wellington
947422	Wellington

Annexure Schedule Contains 3 Pages.

Grantor Certifications

- I certify that I have the authority to act for the Grantor and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒
- I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☒
- I certify that the Mortgagee under Mortgage 11440436.1 has consented to this transaction and I hold that consent ☒

Signature

Signed by Simon Christopher Badger as Grantor Representative on 03/12/2020 03:11 PM

Grantee Certifications

- I certify that I have the authority to act for the Grantee and that the party has the legal capacity to authorise me to lodge this instrument ☒
- I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☒
- I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☒

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

Signature

Signed by Simon Christopher Badger as Grantee Representative on 03/12/2020 03:11 PM

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

Easement Instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

Grantor*Surname must be underlined*

Aspen 2004 Limited

Grantee*Surname must be underlined*

Aspen 2004 Limited

Equitable Equities Limited and Melissa Angela Aris

Grant of Easement or Profit à prendre

The Grantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profits à prendre* 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 Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title)
Right of way	A on DP 549881	Lot 4 DP 549881 (947386)	Lot 5 DP 549881 (947389)
Right to drain water and sewage	B on DP 549881	Lot 5 DP 549881 (947389)	Lot 4 DP 549881 (947386)
Right to convey water, electricity, gas and telecommunications	G on DP 549881	Lot 12 DP 549881 (947386)	Lots 11, 13, 14 DP 549881 (947395, 947397, 947398)
	H on DP 549881	Lot 13 DP 549881 (947397)	Lots 11, 12 & 14 DP 549881 (947395, 947386, 947398)
	K on DP 549881	Lot 162 DP 549881 (947401)	Lot 161 DP 549881 (947400)
	P on DP 549881	Lot 172 DP 549881 (947403)	Lot 171 DP 549881 (947402)
	T on DP 549881	Lot 27 DP 549881 (947413)	Lot 28 DP 549881 (947414)

	U on DP 549881	Lot 28 DP 549881 (947414)	Lot 27 DP 549881 (947413)
	V on DP 549881	Lot 31 DP 549881 (947417)	Lot 32 DP 549881 (947418)
	W on DP 549881	Lot 32 DP 549881 (947418)	Lot 31 DP 549881 (947417)
Right to drain sewage	C, G on DP 549881	Lot 12 DP 549881 (947386)	Lot 1 DP 447296 (564427)
	F, H on DP 549881	Lot 13 DP 549881 (947397)	Lot 1 DP 447296 (564427)
	V on DP 549881	Lot 31 DP 549881 (947417)	Lot 33 DP 549881 (947419)
	W on DP 549881	Lot 32 DP 549881 (947418)	Lot 33 DP 549881 (947419)
	AJ on DP 549881	Lot 35 DP 549881 (947421)	Lot 36 DP 549881 (947422)
	AI on DP 549881	Lot 34 DP 549881 (947420)	Lots 35 & 36 DP 549881 (947421, 947422)
Right to drain water	AG on DP 549881	Lot 31 DP 549881 (947417)	Lot 32 DP 549881 (947418)
	AF, U on DP 549881	Lot 28 DP 549881 (947414)	Lots 31 & 32 DP 549881 (947417, 947418)

Annexure Schedule 1

Easements or *profit à prendre* rights and powers (including terms and conditions)

Delete phrases in [] and insert memorandum number as required; continue in additional Annexure Schedule if required.

Unless otherwise provided below, the rights and powers implied in specified classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or Schedule 5 of the Property Law Act 2007.

~~The implied rights and powers are added to by:~~

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

~~[the provisions set out in Annexure Schedule 2].~~

RIGHT OF WAY

The same rights and powers as set out in paragraph 6 of the Fifth Schedule to the Land Transfer Regulations 2018 and Fifth Schedule to the Property Law Act 2007 TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fifth Schedule to the Land Transfer Regulations 2018 SAVE THAT where there is a conflict between the provisions of the Fifth Schedule to the Land Transfer Regulations 2018 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule to the Property Law Act 2007 must prevail