COVERNANTS

1 Plover Close, Dargaville

This covernants has been supplied by the Kaipara District Council. Pocklington Real Estate (Powered by Ownly Limited, Licensed REAA 2008) is merely passing over this information as supplied to us.

We cannot guarantee its accuracy as we have not checked, audited, or reviewed the information and all intending purchasers are advised to seek your own advice as to the information contained in this document.

Please note this Council file is provided for informational purposes only. There may be matters relating to pre-1992 consents or permits which may need further investigation in order to determine their relevance.

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.

Pocklington

REAL ESTATE

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument

Section 90, Land Transfer Act 1952

Registrar-General of Land Approval 02/1026EF A.D.L.S.

T 7846873.8 Transfer

Cpy-01/01, Pgs-011, 13/06/08, 10:34

DocID: 313132789

Land registration district

NORTH AUCKLAND

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
See attached annexure schedule	All	

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

GRADI DEVELOPMENTS LIMITED

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

GRADI DEVELOPMENTS 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 (subject to a Land Covenant (continued on pages 3-8 annexure schedule))

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 à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 20 day of APRIL **2008**

Attestation *(If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).*

Signature [common seal] of Transferor	**Signed in my presence by the Transferor** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** DAVID ROY ROLFE SOLICITOR **Address** WELLSFORD

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

[Solicitor for] the Transferee

REF: 7002 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page		of		pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Unique Identifiers or CTs

400274, 400275, 400276, 400277, 400278, 400279, 400280. 400281 and 400282	All	

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.

REF: 7025 – AUCKLAND DISTRICT LAW SOCIETY

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page	of	pages

(Continue in additional Annexure Schedule, if required.)

1. PARTIES

The Transferor and Transferee named above.

2. INTRODUCTION

2.1 The Transferor is registered as proprietor of the Land.

2.2 The Transferor has subdivided the Land as show on Deposited Plan 400449.

2.3 The Transferor intends that the Lots shall be subject to a general scheme as to the use of the Lots applicable to and for the benefit of each of the Lots.

2.4 The objective is to provide an integrated residential subdivision. To this end the Owner and occupier for the time being of each Lot are to be bound by the covenants of this Transfer to the extent that the covenants affect each Lot.

2.5 Further, the Owner or occupier for the time being of each Lot is to enforce the observance of the covenants of this Transfer by the Owner or occupier for the time being of each of the other Lots, in equity or otherwise.

2.6 Any transfer or dealing with title to any Lot is to be subject to the covenants of this Transfer. Sections 56 and 278 of the Property Law Act 2007 are utilised by this Transfer to create to the intended scheme.

3. DEFINITIONS AND INTERPRETATION

3.1 In this Transfer, unless the context otherwise requires:

"Authority" means any government, local, statutory or non statutory authority or body having jurisdiction over the Transferor's land.

"Easements" means and includes easements for Utilities or Services including the right to transmit, carry or conduct utilities or services by suitable pipes, wires, cables or other conductors or conduits.

For the Easements for Utilities or Services, clause 2 and 5 of the Seventh Schedule of the Land Transfer Act 1952 shall apply subject to:

(i) Such modification as is necessary for practical purposes; and

(ii) Compliance with clauses 5.4 and 5.5 below.

Transferee shall at all times comply with the succeeding clauses of this Transfer so that they enure in perpetuity for the benefit of the Benefitting Lots.

"COAL" means a commonly owned access lot being Lot 20 Deposited Plan 400449.

"Land" means and includes Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19 on DP 400449.

"Lot" means and includes those enumerated in the definition of the Land. **"Benefitting Lots"** and **"Covenanting Lots"** are those set out in the Schedule to this transfer.

"Network Utility Operator" shall have the same meaning as in the Resource Management Act 1991.

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.

"Owner" means the owner and the occupier for the time being of any of the Lots.

"Owners" means all the registered proprietors of the fee simple estate of a COAL.

"Property" means an Owner's interest as registered proprietor of the land in fee simple of any of the Lots including that Owner's interest in any COAL.

"Rules" means the rights and duties set out in this Transfer.

"Utilities or Services" means and includes reticulation of water, drainage, sewage, electricity, telecommunications and any other which is provided by a Network Utility Operator.

"Works" means and includes those described in clause 6 or subsequently to be undertaken on the COAL in terms of clause 8.2.

Interpretation

3.2 In this Transfer:

(a) Where the context permits, the singular includes the plural and vice versa.

(b) References to clauses and Schedule are to clauses in and the Schedule to this Transfer.

(c) Obligations and covenants to be complied with by more than one person shall bind those persons jointly and severally.

4. TRANSFER AND COVENANTS

4.1 In consideration of the sum of $1 paid by the Transferee to the Transferor (the receipt of which sum is hereby acknowledged) the Transferor TRANSFERS to itself as Transferee all the Transferor's estate and interest in the Land.

4.2 The Transferee for itself, so as to bind each of the Covenanting Lots COVENANTS AND AGREES with itself as Transferor for the benefit of each of the Benefitting Lots from time to time that the Transferee shall at all time comply with the succeeding clauses of this Transfer so that the enure in perpetuity for the benefit of the Benefitting Lots.

5. USE

The COAL is to be used only by the Owners.

The Owners individually are not to do or allow anything by which the COAL might become a private or public road in terms of the Local Government Act 1974.

The Owners are not to use the COAL for parking.

Vehicular use of the COAL is limited as to laden weight, dimensions, speed and use of vehicles as apply to urban public roads of the same characteristics as the COAL, or such more limited criteria approved by the Owners. Other than for Works under these Rules no building or construction is to be undertaken upon the COAL.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page	of	pages

(Continue in additional Annexure Schedule, if required.)

6. WORKS

The following works are to be performed, constructed and maintained on the COAL to the satisfaction of the Owners:

(a) Safe vehicular carriageway.

(b) Such kerb and channelling as the Owners approve.

(c) Grassed berms wherever practicable.

(d) Provision for disposal of stormwater from the COAL.

(e) Such footpaths as the Owners approve.

Sealing or paving to the satisfaction of the Owners is to be provided and maintained for:

(a) The vehicular carriageway, and

(b) Such footpaths approved by the Owners on condition of such sealing or paving.

Works for Utilities or Services by or for an Owner individually may be undertaken on the COAL, only:

(a) Underground

(b) At a location and depth in the COAL first approved by the Owners.

An Owner individually undertaking works or having works undertaken for Utilities or Services, or operating or using any Utilities or Services in the COAL shall:

(a) Ensure that no damage or loss is suffered by any other Owner's Utilities or Services, and

(b) Comply with the requirements of:
  (i) The relative Network Utility Operator, and
  (ii) The territorial authority for the district within which the COAL is situated.

7. LIABILITY

7.1 Each Owner is responsible for and indemnifies the Owners in respect of:

(a) The Owner's acts or omissions relative to the COAL, and

(b) Works individually undertaken by, or for, the Owner, on, or in the COAL,

including compliance with:

(c) These Rules, and

(d) All relative primary and delegated legislation including, but not limited to, laws as to health and safety and employment.

7.2 No Owner is to commit or permit any nuisance on the COAL.

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.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page	of	pages

(Continue in additional Annexure Schedule, if required.)

8. INTENSIFYING USE

8.1 No Owner shall exercise rights or interest in the COAL in respect of more than one household unit. For this purpose one household unit may, in addition to a principal residence, include separate accommodation for either,

(a) An immediate relative or relatives of the occupier of the principal residence or,

(b) An employee (with or without family) of the occupier of the principal residence.

8.2 Consequences of Development

8.2.1 In the event of any of the said Lots 11, 12, 13, 14, 15, 16, 17, 18 and 19 on Deposited Plan 400449 being:

(a) Developed into more than one household unit as defined in clause 8.1 or

(b) Subdivided into multiple allotments with the consent of the relevant authority then:

(i) Such share or shares in the COAL as are amalgamated with the said Lots may be portioned or subdivided, disposed of and amalgamated with the new allotments created by the subdivision of the said Lot so subdivided and;

(ii) The portion of costs payable in respect of the Lot so subdivided shall be recalculated so that the share payable by the Owner of that Lot or the Owners of the new allotments created on the subdivision of the Lot so subdivided is directly proportional to the number of household units erected on the said Lot or the number of new allotments created on the subdivision of the Lot as the case may be.

8.2.2 (a) In the event of the subdivision, participation of separate dispositions of any such share, shares or interest in the COAL; or

(b) In the event of any share, shares or interest in the COAL being amalgamated or associated with any interest in the Land on which there is more than one household unit,

then the contribution or contributions in respect of such share, shares or interests shall be recalculated by the owners to reflect the additional use of the COAL resulting from the intensified development.

9. MAINTENANCE AND DEVELOPMENT

9.1 **Mandatory Works**

The Owners shall undertake such works as are necessary or desirable from time to time to,

(a) Ensure the safety of the carriageway and any footpath on the COAL for the use of vehicles and pedestrians respectively,

(b) Ensure the upkeep of paved or sealed surfaces and the mowing of grass berms to a neat and tidy standard.

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.

(a) Ensure that no nuisance is caused by reasonable use of the COAL nor from the disposal of surface waters from it. In this regard the Owner of land adjoining the COAL shall cooperate as necessary to allow the disposal of surface water into any suitable water course on condition that associated works are undertaken to minimise injurious affection to such adjoining land and in accordance with any requirements of the territorial authority for the district within which the COAL is situated.

(b) Ensure that there are no noxious weeds or plants on the COAL.

(c) Maintain and protect planting and revegetation.

9.2 **Optional Works**

9.2.1 With the approval of the Owners, additional works may be undertaken on the COAL for the purpose of,

(a) Security,

(b) Beautification and landscaping,

(c) Lighting,

(d) Improvement or provision of utilities or services (whether free or at a charge as to utilisation) available to all owners.

Or for such other purposes as the Owners may agree upon.

9.2.2 The terms and conditions of which any such additional Works may be undertaken shall be determined by the Owners.

10. FINANCIAL CONTRIBUTIONS

10.1 Financial contributions are to be made by the Owners to meet the costs of maintenance and development of Works under clauses 6 and 9.1 and such optional Works under clause 9.2 as the Owners approve from time to time.

10.2 Each Owner's financial contribution shall be equal unless otherwise provided in this clause or agreed by all the Owners.

10.3 Any Owner defaulting in payment of a financial contribution within 14 days of receipt of notice of demand agrees to grant in favour of all the other Owners a charge as security for payment of the sum so demanded, such charge to be over the defaulting Owner's Property.

10.4 In respect of Works undertaken on the COAL under clauses 6 and 9 the Owners of the property shall contribute in equal proportion the costs subject to amendment caused by intensifying use.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page		of		pages

(Continue in additional Annexure Schedule, if required.)

SCHEDULE

Benefiting Lots	Covenanting Lots
Deposited Plan 400449	
Lot 11	Lots 12, 13, 14, 15, 16, 17, 18 and 19
Lot 12	Lots 11, 13, 14, 15, 16, 17, 18 and 19
Lot 13	Lots 11, 12, 14, 15, 16, 17, 18 and 19
Lot 14	Lots 11, 12, 13, 15, 16, 17, 18 and 19
Lot 15	Lots 11, 12, 13, 14, 16, 17, 18 and 19
Lot 16	Lots 11, 12, 13,1 4, 15, 17, 18 and 19
Lot 17	Lots 11, 12, 13, 14, 15, 16, 18 and 19
Lot 18	Lots 11, 12, 13, 14, 15, 16, 17 and 19
Lot 19	Lots 11, 12, 13, 14, 15, 16, 17 and 18

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.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.O.L.S.

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

Transfer	Dated		Page	of	pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Attestation

Signed in my presence by the
Transferee

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name

Occupation DAVID ROY ROLFE
SOLICITOR

Address WELLSFORD

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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF - ADLS -

Insert type of instrument
"Caveat", "Mortgage" etc

Transfer

Page [ ] of [ ] pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
WESTPAC NEW ZEALAND LIMITED	**Mortgagee under Mortgage No 7591200.2**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required

Pursuant to ~~[section 238(2) of the Land Transfer Act 1952]~~

[section **90E** of the **Land Transfer** Act **1952**]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents** to: Registration of the attached transfer and creation of the within Land Covenants.

Dated this 9TH day of APRIL **2008**

Attestation

Denise Mary Pennell Bank Officer Hamilton EXECUTED by WESTPAC NEW ZEALAND LIMITED by its duly appointed attorney	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** Gwenda Joan Ware **Occupation** Bank Officer **Address** Hamilton
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Denise Mary Pennell, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand Registry Office at Christchurch (Canterbury Registry) and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.

2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.

3. **THAT** 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 **Westpac New Zealand Limited** or otherwise.

SIGNED at Hamilton

Denise Mary Pennell

this 9 April 2008

Approved by Registrar-General of Land under No. 2002/1026

Transfer instrument

Section 90, Land Transfer Act 1952

Registrar-General of Land Approval 02/1026EF A.D.L.S.

T 7846873.7 Transfer

Cpy – 01/01, Pgs – 006, 13/08/08, 10:32

DocID. 313132788

Land registration district

NORTH AUCKLAND

Unique identifier(s) or C/T(s)	All/part	Area/description of part or stratum
See attached annexure schedule	All	

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

GRADI DEVELOPMENTS LIMITED

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

GRADI DEVELOPMENTS 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 (subject to a Land Covenant (continued on annexure schedule))

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 à prendre* is described above, that easement or *profit à prendre* is granted or created.

Dated this 11TH day of APRIL 2008

Attestation *(If the transferee or grantee is to execute this transfer, include the attestation in an Annexure Schedule).*

G Morton-Jones Director **Signature [common seal] of Transferor**	**Signed in my presence by the Transferor** *Signature of witness* *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** DIANE LEEF **Occupation** ADMINISTRATOR **Address** 40/340 GULF HARBOUR DRIVE GULF HARBOUR.

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

[Solicitor for] the Transferee

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page		of		pages

(Continue in additional Annexure Schedule, if required.)

Continuation of Unique Identifiers

400265, 400266, 400267, 400268, 400269, 400270, 400271, 400272, 400273, 400274, 400275, 400276, 400277, 400278, 400279, 400280, 400281 and 400282	All	

Continuation of Attestation

Continuation of Attestation

Signed in my presence by the Transferee
by its Director

.....
G Morton-Jones

Signature of Witness

Witness to complete in BLOCK letters
(unless typewritten or legibly stamped)

Witness name DIANE LEEF

Occupation ADMINISTRATOR

Address 40/340 GULF HARBOUR DRIVE
GULF HARBOUR.

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.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page	of	pages

(Continue in additional Annexure Schedule, if required.)

(Continuation of "Estate or Easement to be granted")

The Transferor as registered proprietor of the Land, subdivided the Land into lots referred to in the Second Schedule in column "A" ("Lots") together with roads for the purposes of the sale of the land as residential lots in the Development.

It is the Transferor's intention that the Lots be subject to certain restrictive covenants, applicable to and for the benefit of all the Lots and that the owner or occupier for the time being of each Lot to be bound by the covenants, stipulations and restrictions set out in the First Schedule ("Covenants") and that the respective owners and occupiers for the time being of any of the Lots be entitled to enforce observance of the Covenants against the owners or occupiers for the time being of any of the other Lots.

FIRST SCHEDULE

SCHEME OF RESTRICTIVE COVENANTS

OPERATIVE CLAUSE

1. The Transferee for the Transferee and the Transferee's successors in the title so as to bind the covenanting lots described in paragraph "A" of the Second Schedule ("Covenanting Lots") and for all of the other lots in the Development described in paragraph B of the Second Schedule ("Benefiting Lots") hereby covenants with and for the benefit of the Transferor will forever be bound by the covenants set out in paragraphs 2-5 herein.

FENCING COVENANT

2. The Transferee shall be bound by a Fencing Covenant, pursuant to Section 2 of the Fencing Act 1978 in favour of the Transferor.

3. Definitions

3.1 *Development* means the Vendor's subdivision of the Land into Lots as shown in part on the Deposited Plan 400449.

Land means Lots 379 to 382 and Lot 1 DP 185578 comprised in CT NA115D/140 and Lots 383 to 386 and Lot 1 DP 185579 comprised in CT NA115D/141.

3.2 *Lot(s)* means Lots 1 to 11 (inclusive) and Lots 11 to 19 (inclusive) shown on Deposited Plan 400449.

3.3 *Relevant Authority* means any corporation, including government, local territory authority, statutory or non-statutory authority or body having jurisdiction over the covenanting Lot or the Land or any part thereof.

"Covenanting Lots" means those lots referred to in column "A" in the Second Schedule hereto.

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.

Approved by Registrar-General of Land under No. 2002/5032

Annexure Schedule

Registrar-General of Land Approval 02/5032EF A.D.L.S.

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

Transfer	Dated		Page		of		pages

(Continue in additional Annexure Schedule, if required.)

Building to comply

4. The Transferee shall not erect or permit to be erected on the covenanting Lot any building or other improvements, including site works and landscaping, without obtaining from the Relevant Authority/Authorities all consents and permits required for such works.

Restriction on Building Materials and Activities

5. The Transferee shall:

Not erect transport or place upon the covenanting Lot any second-hand home of any type or description other than an existing house purchased from a reputable manufacturer which has not previously been lived in, without the written consent of each of the other Lots.

Not erect or place or permit to remain on the lot any dwelling or any other building or structure that is constructed in part or in full with second hand materials.

SECOND SCHEDULE

A. Covenanting Lots on Deposited Plan 400499	B. Benefiting Lots on Deposited Plan 400499
Lot 1 (CT 400265)	All lots on Plan 400499 other than Lots 1 and 10
Lot 2 (CT 400266)	All lots on Plan 400499 other than Lots 2 and 10
Lot 3 (CT 400267)	All lots on Plan 400499 other than Lots 3 and 10
Lot 4 (CT 400268)	All lots on Plan 400499 other than Lots 4 and 10
Lot 5 (CT 400269)	All lots on Plan 400499 other than Lots 5 and 10
Lot 6 (CT 400270)	All lots on Plan 400499 other than Lots 6 and 10
Lot 7 (CT 400271)	All lots on Plan 400499 other than Lots 7 and 10
Lot 8 (CT 400272)	All lots on Plan 400499 other than Lots 8 and 10
Lot 9 (CT 400273)	All lots on Plan 400499 other than Lots 9 and 10
Lot 11 (CT 400274)	All lots on Plan 400499 other than Lots 11 and 20
Lot 12 (CT 400275)	All lots on Plan 400499 other than Lots 12 and 20
Lot 13 (CT 400276)	All lots on Plan 400499 other than Lots 13 and 20
Lot 14 (CT 400277)	All lots on Plan 400499 other than Lots 14 and 20
Lot 15 (CT 400278)	All lots on Plan 400499 other than Lots 15 and 20
Lot 16 (CT 400279)	All lots on Plan 400499 other than Lots 16 and 20
Lot 17 (CT 400280)	All lots on Plan 400499 other than Lots 17 and 20
Lot 18 (CT 400281)	All lots on Plan 400499 other than Lots 18 and 20
Lot 19 (CT 400282)	All lots on Plan 400499 other than Lots 19 and 20

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.

Approved by Registrar-General of Land under No. 2003/6150

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)

Registrar-General of Land Approval 03/6150EF A.D.L.S.

Insert type of instrument
"Caveat", "Mortgage" etc

Transfer

Page [ ] of [ ] pages

Consentor *Surname must be underlined or in CAPITALS*	**Capacity and Interest of Consentor** *(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)*
WESTPAC NEW ZEALAND LIMITED	**Mortgagee under Mortgage No 7591200.2**

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.
Delete words in [ ] if inconsistent with the consent.
State full details of the matter for which consent is required.

Pursuant to ~~[section 238(2) of the Land Transfer Act 1952]~~

[section **90E** of the **Land Transfer** Act **1952**]

[Without prejudice to the rights and powers existing under the interest of the Consentor]

the **Consentor hereby consents** to:

Registration of the attached Transfer and creation of the within Land Covenants.

Dated this 11th day of April **2008**

Attestation

Denise Mary Pennell Bank Officer Hamilton EXECUTED by WESTPAC NEW ZEALAND LIMITED by its duly appointed attorney	**Signed in my presence by the Consentor** **Signature of Witness** *Witness to complete in BLOCK letters (unless legibly printed)* **Witness name** **Occupation** **Address**
Signature of Consentor	

An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, under which no form is prescribed.

REF: 7029 – AUCKLAND DISTRICT LAW SOCIETY

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Denise Mary Pennell, of Hamilton in New Zealand, Bank Officer

HEREBY CERTIFY -

1. **THAT** by Deed dated 6 September 2006, a copy of which is deposited with Land Information New Zealand Registry Office at Christchurch (Canterbury Registry) and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 188 Quay Street, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.

2. **THAT** at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.

3. **THAT** 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 **Westpac New Zealand Limited** or otherwise.

SIGNED at Hamilton

Denise Mary Pennell

this 11 April 2008

021 121 8419 | lisa@pocklington.co.nz | pocklington.co.nz

Pocklington

REAL ESTATE

POWERED BY OWNLY LTD. LICENSED REAA 2008