



**RECORD OF TITLE  
UNDER LAND TRANSFER ACT 2017  
FREEHOLD  
Search Copy**



R.W. Muir  
Registrar-General  
of Land

**Identifier** **1033028**  
**Land Registration District** **North Auckland**  
**Date Issued** 21 April 2022

**Prior References**  
996888

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**Estate** Fee Simple  
**Area** 30.0107 hectares more or less  
**Legal Description** Lot 5001 Deposited Plan 571004  
**Registered Owners**  
Kahawai Point Developments Limited

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**Estate** Fee Simple - 1/2 share  
**Area** 373 square metres more or less  
**Legal Description** Lot 2003 Deposited Plan 562266  
**Registered Owners**  
Kahawai Point Developments Limited

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**Interests**

Land Covenant in Easement Instrument 10902552.10 - 21.12.2017 at 11:51 am  
Land Covenant in Easement Instrument 11008524.7 - 3.5.2018 at 3:56 pm  
12270556.3 Mortgage to Avanti Finance Limited - 18.10.2021 at 3:22 pm  
12126925.2 Consent Notice pursuant to Section 221 Resource Management Act 1991 - 24.11.2021 at 11:46 am (affects Lot 5001 DP 571004)  
Subject to a right of way and a right to convey electricity, gas, telecommunications and water over part Lot 2003 DP 562266 marked C on DP 562266 created by Easement Instrument 12126925.3 - 24.11.2021 at 11:46 am  
Appurtenant to Lot 5001 DP 571004 is a right of way and a right to convey electricity, gas, telecommunications and water created by Easement Instrument 12126925.3 - 24.11.2021 at 11:46 am  
The easements created by Easement Instrument 12126925.3 are subject to Section 243 (a) Resource Management Act 1991  
Subject to a right (in gross) to convey telecommunications over part Lot 2003 DP 562266 marked C on DP 562266 in favour of Chorus New Zealand Limited created by Easement Instrument 12126925.5 - 24.11.2021 at 11:46 am  
12381416.1 Surrender of the right of way, right to convey electricity, gas, telecommunications and water over Lot 2003 DP 562266 created by Easement Instrument 12126925.3 appurtenant to Lots 255, 257-265, 282-314, 2004, 2005 and 2008 DP 571004 - 21.4.2022 at 7:54 am  
Subject to Section 241(2) Resource Management Act 1991 (affects DP 571004)  
Appurtenant to Lot 5001 DP 571004 is a right to support created by Easement Instrument 12381416.6 - 21.4.2022 at 7:54 am  
The easements created by Easement Instrument 12381416.6 are subject to Section 243 (a) Resource Management Act 1991

# View Instrument Details



**Instrument No** 10902552.10  
**Status** Registered  
**Date & Time Lodged** 21 December 2017 11:51  
**Lodged By** Tan, Jacintha  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
210815	North Auckland
795680	North Auckland
795681	North Auckland
795682	North Auckland
795683	North Auckland
795684	North Auckland
795685	North Auckland
795686	North Auckland
795687	North Auckland
795688	North Auckland
795689	North Auckland
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795691	North Auckland
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795712	North Auckland
795713	North Auckland
795714	North Auckland
795715	North Auckland
795716	North Auckland
795717	North Auckland
795718	North Auckland
795719	North Auckland

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<b>Affected Computer Registers</b>	<b>Land District</b>
795720	North Auckland
795721	North Auckland
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795723	North Auckland
795724	North Auckland
795725	North Auckland
795726	North Auckland
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795760	North Auckland
795761	North Auckland
795762	North Auckland
795763	North Auckland
795764	North Auckland

Affected Computer Registers	Land District
795765	North Auckland
795766	North Auckland
795767	North Auckland
795768	North Auckland
795769	North Auckland
795770	North Auckland
795771	North Auckland
795772	North Auckland
795773	North Auckland
795774	North Auckland
795775	North Auckland
795776	North Auckland
795777	North Auckland
795778	North Auckland
795779	North Auckland
795780	North Auckland
795781	North Auckland
795782	North Auckland
795785	North Auckland
795786	North Auckland
795787	North Auckland
795788	North Auckland
NA56A/323	North Auckland
NA56A/324	North Auckland

**Annexure Schedule:** Contains 8 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 Charge Holder under Statutory Land Charge 10902552.2 has consented to this transaction and I hold that consent, or the Statutory Land Charge does not prevent registration ☒
- I certify that the Mortgagee under Mortgage 10555945.3 has consented to this transaction and I hold that consent ☒

#### Signature

Signed by Jacintha Tan as Grantor Representative on 21/12/2017 09:51 AM

#### 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 ☒

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**Grantee Certifications**

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 Jacintha Tan as Grantee Representative on 21/12/2017 09:52 AM

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

(Sections 90A and 90F Land Transfer Act 1952)

**Kahawai Point Developments Limited**

**Kahawai Point Developments Limited**

**The Grantor** being the registered proprietor of the servient tenement(s) set out in Schedule A **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, **or creates** the covenant(s) **set out** in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s)

*Continue in additional Annexure Schedule, if required*

Purpose (Nature and extent) of easement; <i>profit</i> or covenant	Shown (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Refer to Annexure Schedule 1	Refer to Annexure Schedule 1	Refer to Annexure Schedule 1

Form B - continued

**Easements or profits à prendre rights and powers (including terms, covenants 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 2002 and/or Schedule Five of the Property Law Act 2007~~

~~The implied rights and powers are hereby varied [negated] [added to] or [substituted] by:~~

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~the provisions set out in Annexure Schedule 1.~~

**Covenant provisions**

*Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required*

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

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~[the Annexure Schedule 1—]~~

**Form L****Annexure Schedule 1**

Page 3 of 8 Pages

*Insert instrument type***Easement Instrument***(Continue in additional Annexure Schedule, if required.)***Background**

- A. The Grantor is registered as proprietor of the servient tenement.
- B. The Grantee is registered as proprietor of the dominant tenement.
- C. For valuable consideration, the Grantor has agreed to covenant for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement as provided in this Easement Instrument.

**Covenants**

- 1. The Grantor covenants for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement for the benefit of the Grantee as registered proprietor of the dominant tenement that the Grantor will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent, any application for a resource consent, building consent or a plan change by the Grantee or any third party in relation to the dominant tenement or any land acquired or to be acquired by the Grantee whether in its own name or jointly or in shares with any third party.

Without limiting the foregoing, the Grantor acknowledges that the dominant tenement or parts of the dominant tenement may be used for residential purposes and/or other uses than residential use, and that the conduct of those uses may result in noise, lights and other environmental and other effects not generally present in a predominantly residential area. The Grantor will not complain, object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to complain, object to, make a submission objecting to, frustrate, hinder or prevent, the conduct of such uses or any application for a resource consent, building consent or a plan change by the Grantee in relation to the conduct of such uses.

- 2. The Grantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Grantor of the covenants contained in this Easement Instrument, and without limiting any other rights at law or in equity available to the Grantee, a breach of any of the covenants in this Easement Instrument shall entitle the Grantee and the Grantee's successors in title to immediate injunctive relief.
- 3. Notwithstanding any rule of law or equity to the contrary,
  - a. the covenants contained in this Easement Instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Grantee under this Easement Instrument shall be enforceable at the suit of the Grantee for so long as the Grantee shall remain a registered proprietor of the dominant tenement, and upon transfer of the dominant tenement to any third party, the rights of the Grantee shall be enforceable by any of its successors in title;



## Form L

## Annexure Schedule 1

Page 4 of 8 Pages

*Insert instrument type*

Easement Instrument

- b. the covenants contained in this Easement Instrument shall be binding upon the Grantor and its successors in title as registered proprietor of the servient tenement, and shall enure for the benefit of the Grantee and its successors in title **PROVIDED HOWEVER THAT**
- (i) the benefit of this Easement Instrument shall be deemed revoked in respect of a single dwelling residential lot that has been issued with a separate title of its own upon Kahawai Point Developments Limited ceasing to be registered as proprietor thereof;
  - (ii) the benefit of this Easement Instrument shall be deemed revoked in respect of a road or reserve to vest;
  - (iii) the Grantee may at any time execute a partial release of the servient tenement from its covenants hereunder to any one or more or any part of any of the dominant tenement in accordance with clause 6 below;
  - (iv) subject to clauses 3.b.(i), (ii) and (iii) above, this Easement Instrument shall otherwise be deemed to be for a term
    - (I) of 20 years or
    - (II) until Kahawai Point Developments Limited no longer owns any part of the land contained or formerly contained in identifiers NA56A/323, NA56A/324, 210814 and 210815,
 whichever is the earlier to occur.
- c. the parties and their successors and persons deriving title under them shall be deemed to include the owners, tenants, occupiers and users for the time being of the relevant tenement; and
- d. sections 23(2), 275 to 279, and 301 to 306 of the Property Law Act 2007 shall apply.
4. The Grantor shall have liability under this Easement Instrument only in respect of breaches that occur while the Grantor is registered proprietor of the servient tenement. Notwithstanding that the Grantor may have granted a lease or licence or other right to occupy the servient tenement to any other party, the Grantor shall be liable to the Grantee for and in respect of any breaches that shall be occasioned by any such lessee, licensee or occupier of the servient tenement. Should any part of the servient tenement be subdivided, then the liability of the registered proprietor of any subdivided lot shall be limited only to any breaches occurring on that subdivided lot only and not for any breach occurring on any other part of the servient tenement.
5. This Easement Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
6. In respect of any dominant tenement or any part thereof, the Grantee as the registered proprietor thereof may, at any time during the term of this Easement Instrument, determine (in the Grantee's sole and absolute discretion) that that Grantee no longer requires the benefit of this Easement Instrument to be appurtenant to that dominant tenement or any part thereof. That Grantee may then execute a partial surrender of its rights under this Easement Instrument in the form annexed as Appendix B and that Grantee may request the Registrar-General of Land to note such partial surrender against this Easement Instrument and/or the affected unique identifiers (as the case may be). The Registrar-General of Land shall be entitled to rely upon the request of that Grantee and make such notation without further inquiry.

Form L

Annexure Schedule 1

Page 5 of 8 Pages

Insert instrument type

Easement Instrument

Appendix A

Continuation of Schedule A

Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Lots 6 – 9 (inclusive) DP 513833 in Identifiers 795680 – 795683 (inclusive), Lot 94 DP 513833 in Identifier 795684, Lot 107 DP 513833 in Identifier 795685, Lots 133 – 171 (inclusive) DP 513833 in Identifiers 795686 – 795724 (inclusive), Lots 174 – 214 (inclusive) DP 513833 in Identifiers 795725 – 795765 (inclusive), Lot 215 and ½ share in Lot 900 DP 513833 in Identifier 795766, Lot 216 and ½ share in Lot 900 DP 513833 in Identifier 795767, Lots 217 – 220 (inclusive) DP 513833 in Identifiers 796768 – 795771 (inclusive), Lot 221 and ½ share in Lot 901 DP 513833 in Identifier 795772, Lot 222 and ½ share in Lot 901 DP 513833 in Identifier 795773, and Lots 223 – 231 (inclusive) DP 513833 in Identifiers 795774 – 795782 (inclusive) (North Auckland Registry)	Lots 4001 – 4004 (inclusive) DP 513833 in Identifiers 795785 – 795788 (inclusive), Lot 2 DP 351480 in Identifier 210815, Lot 1 DP 18680 in Identifier NA56A/323 and Lot 1 DP 21692 in Identifier NA56A/324 (North Auckland Registry)

Form L

Annexure Schedule 1

Page 6 of 8 Pages

Insert instrument type

Easement Instrument

APPENDIX B

Form of Partial Surrender of Easement Instrument

Partial Surrender of Land Covenant

Easement Instrument Number:

North Auckland Land Registry

Grantee:

Grantor:

Operative Part:

The Grantee being the registered proprietor of the dominant tenement(s) set out in Schedule A surrenders to the Grantor the covenant set out in Schedule A.

Schedule A

Nature of Covenant	Unique Identifier (document number)	Servient tenement (Identifier / CT)	Dominant tenement (Identifier / CT)
Land Covenant			

Attestation

Signature, or common seal of Grantee

Signed in my presence by the Grantee  
Signature of witness

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

Witness name

Occupation

Address

Request to the Registrar-General of Land

Pursuant to clause 6 of Easement Instrument Number , the Grantee requests the Registrar-General of Land to note the above surrender of land covenant against Easement Instrument Number and unique identifiers (being the dominant tenement no longer to have the benefit of the Land Covenant), and certifies that the Registrar-General of Land may rely upon this request and make the appropriate notation without further inquiry.

Grantee

Correct for the purposes of the Land Transfer Act 1952

Form L

Annexure Schedule 1

Page 7 of 8 Pages

*Insert instrument type*

Easement Instrument

(Solicitor) for the Grantee

**Request to the Registrar-General of Land**

Please note the within Easement Instrument to grant land covenant against the unique identifiers to the servient and the dominant tenements.



Solicitor for the Grantee

ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>

## Land Transfer Act 1952 section 238(2)

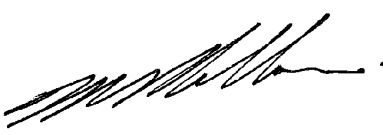
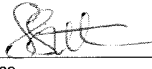
Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
New Zealand Mortgages and Securities Limited	Mortgagee under Mortgage 10555945.3 of the land in Identifiers 795680 - 795782 (inclusive) (North Auckland Registry).

**Consent**  
Delete words in [ ] if inconsistent with the consent  
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]  
the **Person giving consent hereby consents to**  
the within Easement Instrument.

Dated this 13<sup>th</sup> day of December 2017

**Attestation**

	Signed in my presence by the Person giving consent 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name <b>Sarah Sutcliffe</b> Occupation <b>Property Finance Manager</b> <b>Auckland</b> Address
Signature [Common seal] of Person giving consent	

<sup>1</sup> 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.

# View Instrument Details



**Instrument No** 11008524.7  
**Status** Registered  
**Date & Time Lodged** 03 May 2018 15:56  
**Lodged By** Tan, Jacintha  
**Instrument Type** Easement Instrument



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Affected Computer Registers	Land District
210815	North Auckland
795785	North Auckland
795786	North Auckland
795787	North Auckland
817021	North Auckland
817022	North Auckland
817023	North Auckland
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817055	North Auckland
817056	North Auckland
817057	North Auckland

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Affected Computer Registers	Land District
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817060	North Auckland
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817102	North Auckland

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Affected Computer Registers	Land District
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817141	North Auckland
817142	North Auckland
817143	North Auckland
817144	North Auckland
817145	North Auckland
817146	North Auckland
817147	North Auckland



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Affected Computer Registers	Land District
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817148	North Auckland
NA56A/323	North Auckland
NA56A/324	North Auckland


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**Annexure Schedule:** Contains 8 Pages.


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**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 Charge Holder under Statutory Land Charge 10902552.2 has consented to this transaction and I hold that consent, or the Statutory Land Charge does not prevent registration 


I certify that the Mortgagee under Mortgage 10555945.3 has consented to this transaction and I hold that consent 


**Signature**


Signed by Jacintha Tan as Grantor Representative on 04/05/2018 04:58 PM


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**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 Jacintha Tan as Grantee Representative on 04/05/2018 04:59 PM

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

Form B

Easement instrument to grant easement or *profit à prendre*, or create land covenant

(Sections 90A and 90F Land Transfer Act 1952)

Grantor

Kahawai Point Developments Limited

Grantee

Kahawai Point Developments Limited

Grant of Easement or *Profit à prendre* or Creation of Covenant

The Grantor being the registered proprietor of the servient tenement(s) set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) à prendre* set out in Schedule A, or creates 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 (Nature and extent) of easement; <i>profit</i> or covenant	Shown reference (plan)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	Refer to Annexure Schedule 1	Refer to Annexure Schedule 1	Refer to Annexure Schedule 1

## Form B - continued

**Easements or profits à prendre rights and powers (including terms, covenants 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 2002 and/or Schedule Five of the Property Law Act 2007~~

~~The implied rights and powers are hereby varied [negated] [added to] or [substituted] by:~~

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~the provisions set out in Annexure Schedule 1.~~

**Covenant provisions**

Delete phrases in [ ] and insert Memorandum number as require; continue in additional Annexure Schedule, if required

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

~~[Memorandum number \_\_\_\_\_, registered under section 155A of the Land Transfer Act 1952]~~

~~[the Annexure Schedule 1—]~~

Form L

Annexure Schedule 1

Page 3 of 8 Pages

*Insert instrument type*

Easement Instrument

*(Continue in additional Annexure Schedule, if required.)***Background**

- A. The Grantor is registered as proprietor of the servient tenement.
- B. The Grantee is registered as proprietor of the dominant tenement.
- C. For valuable consideration, the Grantor has agreed to covenant for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement as provided in this Easement Instrument.

**Covenants**

- 1. The Grantor covenants for itself and its successors in title as the registered proprietor for the time being and from time to time of the servient tenement for the benefit of the Grantee as registered proprietor of the dominant tenement that the Grantor will not object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent, any application for a resource consent, building consent or a plan change by the Grantee or any third party in relation to the dominant tenement or any land acquired or to be acquired by the Grantee whether in its own name or jointly or in shares with any third party.

Without limiting the foregoing, the Grantor acknowledges that the dominant tenement or parts of the dominant tenement may be used for residential purposes and/or other uses than residential use, and that the conduct of those uses may result in noise, lights and other environmental and other effects not generally present in a predominantly residential area. The Grantor will not complain, object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to complain, object to, make a submission objecting to, frustrate, hinder or prevent, the conduct of such uses or any application for a resource consent, building consent or a plan change by the Grantee in relation to the conduct of such uses.

- 2. The Grantor acknowledges and agrees that damages are not an adequate remedy in the event of a breach by the Grantor of the covenants contained in this Easement Instrument, and without limiting any other rights at law or in equity available to the Grantee, a breach of any of the covenants in this Easement Instrument shall entitle the Grantee and the Grantee's successors in title to immediate injunctive relief.
- 3. Notwithstanding any rule of law or equity to the contrary,
  - a. the covenants contained in this Easement Instrument have been made by the parties for themselves and their respective successors in title and any persons deriving title under them and shall have effect as if those successors and other persons were expressed. Accordingly, the rights accruing to the Grantee under this Easement Instrument shall be enforceable at the suit of the Grantee for so long as the Grantee shall remain a registered proprietor of the dominant tenement, and upon transfer of the dominant tenement to any third party, the rights of the Grantee shall be enforceable by any of its successors in title;

## Form L

## Annexure Schedule 1

Page 4 of 8 Pages

*Insert instrument type*

Easement Instrument

- b. the covenants contained in this Easement Instrument shall be binding upon the Grantor and its successors in title as registered proprietor of the servient tenement, and shall enure for the benefit of the Grantee and its successors in title **PROVIDED HOWEVER THAT**
- (i) the benefit of this Easement Instrument shall be deemed revoked in respect of a single dwelling residential lot that has been issued with a separate title of its own upon Kahawai Point Developments Limited ceasing to be registered as proprietor thereof;
  - (ii) the benefit of this Easement Instrument shall be deemed revoked in respect of a road or reserve to vest;
  - (iii) the Grantee may at any time execute a partial release of the servient tenement from its covenants hereunder to any one or more or any part of any of the dominant tenement in accordance with clause 6 below;
  - (iv) subject to clauses 3.b.(i), (ii) and (iii) above, this Easement Instrument shall otherwise be deemed to be for a term
    - (I) of 20 years or
    - (II) until Kahawai Point Developments Limited no longer owns any part of the land contained or formerly contained in identifiers NA56A/323, NA56A/324, 210814 and 210815, whichever is the earlier to occur.
- c. the parties and their successors and persons deriving title under them shall be deemed to include the owners, tenants, occupiers and users for the time being of the relevant tenement; and
- d. sections 23(2), 275 to 279, and 301 to 306 of the Property Law Act 2007 shall apply.
4. The Grantor shall have liability under this Easement Instrument only in respect of breaches that occur while the Grantor is registered proprietor of the servient tenement. Notwithstanding that the Grantor may have granted a lease or licence or other right to occupy the servient tenement to any other party, the Grantor shall be liable to the Grantee for and in respect of any breaches that shall be occasioned by any such lessee, licensee or occupier of the servient tenement. Should any part of the servient tenement be subdivided, then the liability of the registered proprietor of any subdivided lot shall be limited only to any breaches occurring on that subdivided lot only and not for any breach occurring on any other part of the servient tenement.
5. This Easement Instrument is governed by and shall be construed in accordance with the laws of New Zealand, and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.
6. In respect of any dominant tenement or any part thereof, the Grantee as the registered proprietor thereof may, at any time during the term of this Easement Instrument, determine (in the Grantee's sole and absolute discretion) that that Grantee no longer requires the benefit of this Easement Instrument to be appurtenant to that dominant tenement or any part thereof. That Grantee may then execute a partial surrender of its rights under this Easement Instrument in the form annexed as Appendix B and that Grantee may request the Registrar-General of Land to note such partial surrender against this Easement Instrument and/or the affected unique identifiers (as the case may be). The Registrar-General of Land shall be entitled to rely upon the request of that Grantee and make such notation without further inquiry.

Form L

Annexure Schedule 1

Page 5 of 8 Pages

Insert instrument type

Easement Instrument

Appendix A

Continuation of Schedule A

Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT)
Lots 1 – 5 (inclusive) DP 519578 in Identifiers 817021 – 817025 (inclusive), Lots 10 - 93 DP 519578 in Identifiers 817026 – 817109 (inclusive), Lots 95 – 106 (inclusive) DP 519578 in Identifiers 817110 – 817121 (inclusive), Lots 108 – 132 (inclusive) DP 519578 in Identifiers 817122 – 817146 (inclusive, Lot 172 DP 519578 in Identifier 817147 and Lot 173 DP 519578 in Identifier 817148 (North Auckland Registry)	Lots 4001 – 4003 (inclusive) DP 513833 in Identifiers 795785 – 795787 (inclusive), Lot 2 DP 351480 in Identifier 210815, Lot 1 DP 18680 in Identifier NA56A/323 and Lot 1 DP 21692 in Identifier NA56A/324 (North Auckland Registry)

Form L

Annexure Schedule 1

Page 6 of 8 Pages

Insert instrument type

Easement Instrument

APPENDIX B

Form of Partial Surrender of Easement Instrument

Partial Surrender of Land Covenant

Easement Instrument Number:

North Auckland Land Registry

Grantee:

Grantor:

Operative Part:

The Grantee being the registered proprietor of the dominant tenement(s) set out in Schedule A surrenders to the Grantor the covenant set out in Schedule A.

Schedule A

Nature of Covenant	Unique Identifier (document number)	Servient tenement (Identifier / CT)	Dominant tenement (Identifier / CT)
Land Covenant			

Attestation

Signature, or common seal of Grantee

Signed in my presence by the Grantee  
Signature of witness

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

Witness name

Occupation

Address

Request to the Registrar-General of Land

Pursuant to clause 6 of Easement Instrument Number , the Grantee requests the Registrar-General of Land to note the above surrender of land covenant against Easement Instrument Number and unique identifiers (being the dominant tenement no longer to have the benefit of the Land Covenant), and certifies that the Registrar-General of Land may rely upon this request and make the appropriate notation without further inquiry.

Grantee

Correct for the purposes of the Land Transfer Act 1952

(Solicitor) for the Grantee

Form L

Annexure Schedule 1

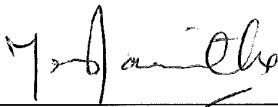
Page 7 of 8 Pages

*Insert instrument type*

Easement Instrument

**Request to the Registrar-General of Land**

Please note the within Easement Instrument to grant land covenant against the unique identifiers to the servient and the dominant tenements.

  
Solicitor for the Grantee



ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>


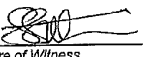
## Land Transfer Act 1952 section 238(2)

Person giving consent <i>Surname must be underlined</i>	Capacity and Interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
New Zealand Mortgages and Securities Limited	Mortgagee under Mortgage 10555945.3 of the land in Identifiers 817021 - 817148 (inclusive) (North Auckland Registry).

**Consent**  
Delete words in [ ] if inconsistent with the consent  
State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]  
the **Person giving consent hereby consents to**  
the within Easement Instrument.

Dated this 26<sup>th</sup> day of April 2018

<p><b>Attestation</b></p>  <p>Signature [Common seal] of Person giving consent</p>	<p>Signed in my presence by the Person giving consent</p>  <p>Signature of Witness</p> <p>Witness to complete in BLOCK letters (unless legibly printed):</p> <p>Witness name <b>Sarah Sutcliffe</b></p> <p>Occupation <b>Property Finance Manager</b></p> <p>Address <b>Auckland</b></p>
---	---

<sup>1</sup> 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.

# View Instrument Details



<b>Instrument No</b>	12126925.2
<b>Status</b>	Registered
<b>Date &amp; Time Lodged</b>	24 November 2021 11:46
<b>Lodged By</b>	Chen, Richard
<b>Instrument Type</b>	Consent Notice under s221(4)(a) Resource Management Act 1991



---

Affected Records of Title	Land District
996877	North Auckland
996878	North Auckland
996879	North Auckland
996880	North Auckland
996881	North Auckland
996882	North Auckland
996883	North Auckland
996884	North Auckland
996885	North Auckland
996886	North Auckland
996887	North Auckland
996888	North Auckland

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**Annexure Schedule** Contains 4 Pages.

---

## Signature

Signed by Richard Chen as Territorial Authority Representative on 24/11/2021 11:25 AM

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

**In the matter** of the Resource Management  
Act 1991 (The Act)

**and**

**in the matter** of a subdivision of land in the  
North Auckland Land  
Registration District shown on  
DP 562266

## CONSENT NOTICE

(Pursuant to Section 221 of the Act)

I hereby certify that THE AUCKLAND COUNCIL granted its consent BUN60351775 SUB60351777 SUB60351777-A (CCT90093814-1) to the subdivision of Lot 4003 DP 513833 and Lot 1 DP 21692 shown on DP 562266 subject to conditions, including the requirement of the owners of Lots 232 – 235 (inclusive), 249 – 254 (inclusive) and 256 DP 562266 to comply with the following conditions on a continuing basis at no cost to the Council.

**Condition 69 – Detention Tanks/Soakhole/Retention Tanks – Lots 232 – 235 (inclusive), 249 – 254 (inclusive) and 256 DP 562266**

The private stormwater system for Lots 232 – 235 (inclusive), 249 – 254 (inclusive) and 256 DP 562266 shall be maintained, at all times, by the owners and all future owners of Lots 232 – 235 (inclusive), 249 – 254 (inclusive) and 256 DP 562266 to the satisfaction of the Council, at the owners' expense.

**Condition 70 – Geotechnical Requirements – Lots 232 – 235 (inclusive), 249 – 254 (inclusive) and 256 DP 562266**

Any development(s) on Lots 232 – 235 (inclusive), 249 – 254 (inclusive) and 256 DP 562266 shall adhere to the report titled '*Geotechnical Completion Report Stage 4A1, Kahawai Point, Glenbrook For Kahawai Point Developments Limited*' prepared by Lander Geotechnical Consultants Limited referenced J01297 and dated 23 June 2021.

**Condition 73 – Reserve Boundary Treatment – Lots 249, 250 and 256 DP 562266**

For Lots 249, 250 and 256 DP 562266:

Any fencing, hedging or planting along boundaries or within 2 metres of boundaries of the balance lot (Part Lot 1 DP 21692) must be either low height (1.2m) or at least 50% visually permeable (max height 1.8m). Landscape planting may be implemented on either side of the fence and must be maintained to ensure 50% visual permeability. The Council is exempt from sharing costs.

**Condition 74 – Riparian Planting – Lot 5000 DP 562266**

Lot 5000 DP 562266:

The riparian planting to the east of Stage 4A-1 development area, within the balance lot (Part Lot 1 DP 21692), as required under Condition 52 of SUB60351777, shall be retained and maintained, at all times, by the owner(s) to the satisfaction of the council, at the owner's expense.

*Advice Note:*

*The riparian margin to the east of the Stage 4a development area shall be vested as Local Purpose (Drainage) Reserve in Stage 5 of the Kahawai Point Development, at no cost to the Council.*

**Condition 131 – Affordability – Lots 234 and 235 DP 559650**

Lots 234 and 235 DP 559650 are identified for affordable dwellings and any dwelling or accessory building built on these lots must meet the relative affordable criteria in Rule I453.5.4.1 of the Glenbrook 3 Precinct of the Auckland Unitary Plan: Operative in Part. These criteria are:

- a. The price at which a dwelling and land may be sold does not exceed 75 percent of the Auckland region median house price (calculated as an average of 3 calendar months prior to the date the application for resource consent is approved that is published by the Real Estate Institute of New Zealand).
- b. Dwellings (or vacant sites) must only be sold to people who meet the eligibility criteria.

**Condition 132 – Affordability – Lots 234 and 235 DP 559650**

A Statutory Declaration meeting the requirements of either A or B is required to be provided to Council to show that the affordability criteria are met for each of the Lots 234 and 235 DP 559650.

- A. Prior to the first transfer of each vacant site (Lots 234 and 235 DP 559650) to a purchaser that intends to develop, own and occupy the affordable dwelling themselves, the consent holder must provide to Council, a statutory declaration executed by the intended purchaser, with supporting evidence, that confirms that the sale complies with the following eligibility requirements:
  - a. The purchaser has a gross household income, as at the date of the statutory declaration, that does not exceed 120 percent of the Auckland median household income as set at the date the sale and purchase agreement becomes unconditional;
  - b. Any development of the site will be such that the combined value of the dwelling and the land upon completion, as confirmed by a valuation carried out by a registered valuer, will not exceed 75 percent of the Auckland region median house price (calculated as an average of 3 calendar months prior to the date resource consent is approved) that is published by the Real Estate Institute of New Zealand;
  - c. The purchaser intends to own and occupy the affordable dwelling exclusively as their residence for not less than three years from the date of purchase; and

- d. The purchaser is a natural person purchasing the affordable dwelling in their own name and not in the name of any other person or entity.

*Advice Note:*

*Option A above allows Lots 234 and 235 DP 562266 to be sold to a purchaser meeting the eligibility criteria who will construct their own affordable home and live in it for at least 3 years.*

- B. *Prior to the first transfer of each affordable dwelling (being new dwellings on Lots 234 and 235 DP 562266 constructed by an affordable home construction company that have never been occupied), the consent holder must provide to the Council, a statutory declaration executed by the consent holder, with supporting evidence, that confirms the sale complies with the following eligibility requirements:*
  - a. *The purchaser has a gross household income, as at the date of the statutory declaration, that does not exceed 120 percent of the Auckland median household income as set at the date the sale and purchase agreement becomes unconditional;*
  - b. *The consent holder has sold the dwelling and land (and any associated parking and storage) for a combined value of the dwelling and the land upon completion, at a price which does not exceed 75 percent of the Auckland region median house price (calculated as an average of 3 calendar months prior to the date the building consent was lodged) that is published by the Real Estate Institute of New Zealand;*
  - c. *The purchaser intends to own and occupy the affordable dwelling exclusively as their residence for no less than three years from the date of purchase; and*
  - d. *The purchaser is a natural person purchasing the affordable dwelling in their own name and not in the name of any other person or entity.*

*Advice Note:*

*Option B above allows vacant Lots 234 and 235 DP 562266 to be sold in the first instance to an affordable home construction company who will then construct the affordable home and on sell it as an affordable dwelling to a purchaser who meets the eligibility criteria who will own and occupy the dwelling themselves.*

**Condition 133 – Affordability – Lots 234 and 235 DP 559650**

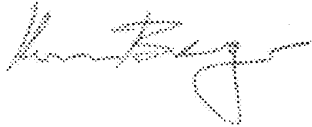
The eligibility criteria listed in conditions 132A and B must be met for a minimum of three (3) years from the date of the transfer to the eligible purchaser.

*Advice Note:*

*The consent notice for each lot will cease to have effect 3 years after the date of the transfer of title to the first purchaser(s) who owns and occupies the affordable dwelling.*

Dated at Manukau this 19th day of November 2021.

Authenticated by the Council pursuant to  
Section 221(2) of the Resource Management Act 1991

A handwritten signature in black ink, appearing to read 'Ken Berger', with a stylized flourish at the end.

Ken Berger, Senior Subdivision Advisor, Resource Consents – South.

**Authorised officer under delegated authority**

# View Instrument Details



**Instrument No** 12126925.5  
**Status** Registered  
**Date & Time Lodged** 24 November 2021 11:46  
**Lodged By** Chen, Richard  
**Instrument Type** Easement Instrument



Affected Records of Title	Land District
996887	North Auckland
996888	North Auckland

**Annexure Schedule** Contains 5 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 12270556.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Richard Chen as Grantor Representative on 24/11/2021 11:25 AM

## 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 Richard Chen as Grantee Representative on 24/11/2021 11:25 AM

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

**Easement instrument to grant easement or *profit à prendre***  
Section 109, Land Transfer Act 2017

**Grantor***Surname(s) must be underlined.*

KAHAWAI POINT DEVELOPMENTS LIMITED

**Grantee***Surname(s) must be underlined.*

CHORUS NEW ZEALAND LIMITED

**Grant of Easement or *Profit à prendre***

**The Grantor**, being the registered owner of the Burdened Land set out in Schedule A, **grants to the Grantee** (and, if so stated, in gross) the easement(s) or *profit(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 Easement, or <i>profit</i>	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
<b>Right to convey telecommunications</b>	C on DP 562266	Lot 2003 DP 562266 (RT 996887 and RT 996888)	<b>Chorus New Zealand Limited (in gross)</b>

**Easements or profits à prendre rights and powers (including terms, covenants 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 specific classes of easement are those prescribed by the Land Transfer Regulations 2018 and/or the Fifth Schedule of the Property Law Act 2007.

The implied rights and powers are ~~varied/negated/added to or substituted~~ by:

~~Memorandum number \_\_\_\_\_, registered under section 209 of the Land Transfer Act 2017.~~

the provisions set out in the Annexure Schedule.



**Annexure Schedule****Insert type of instrument**

Easement

Dated

Page

2

of

Pages

*Continue in additional Annexure Schedule, if required.***Continuation of "Easement rights and powers":**

1 The rights and powers in this easement are in addition to those rights and powers contained in Schedule 5 of the Land Transfer Regulations 2018 ("the Fifth Schedule") and where the terms of this easement are in conflict with either the Fifth Schedule or any of the statutory rights and authorities which the Grantee may have in respect of the Burdened Land, the terms of this easement shall prevail.

**2 Grant of Easement**

2.1 In addition to the above rights and powers the Grantor grants to the Grantee as an easement in gross the following rights and powers at all times and in any quantity:

- (a) to lay, install (including construct), locate, upgrade, add to, inspect, maintain, replace, repair, renew, enlarge, alter, retain, remove any Lines and Works on, in, over and under the Easement Land (and for the avoidance of doubt, the Grantor's consent shall be deemed for the purposes of clause 10(1)(b) of Schedule 5 of the Land Transfer Regulations 2018 by virtue of this easement);
- (b) subject to clauses 4.1 and 4.2, to enter with all necessary equipment and remain upon the Burdened Land for the purposes of laying, installing (including constructing), locating, upgrading, adding to, inspecting, maintaining, replacing, repairing, renewing, enlarging, altering, retaining or removing Lines or Works and make any access ways, cuttings, fillings, grades, batters and to re-open the same and generally to do and perform such acts or things upon the Burdened Land as may be necessary or desirable (or incidental thereto) to enable the Grantee to receive, enjoy and give effect to the full free use and enjoyment of the rights and powers granted under this easement; and
- (c) to use and operate Lines and Works (such use and operation may include the granting of such use to third party telecommunications service providers) for the purpose of conveying telecommunications without interruption or impediment,

provided however that nothing shall compel the Grantee to exercise the above rights at any time or in a particular way

**3 Grantee's Covenants**

3.1 The Grantee shall be responsible for:

- (a) the installation of and maintenance of the Lines and Works located on the Easement Land; and
- (b) using its best endeavors to prevent the Lines and Works located on the Easement Land becoming a danger to any user or occupier of the Burdened Land.

3.2 The Grantee will, in exercising the rights granted to the Grantee under this easement cause as little damage as reasonably possible to the Burdened Land and to any building or building improvement (including, without limitation, any interior fitout) located on the Burdened Land.

3.3 The Grantee will at the Grantee's own cost repair and make good any damage to the Burdened Land (including without limitation any damage to any building(s), fences or other improvements) caused by the Grantee in exercising the Grantee's rights and powers under this

## Annexure Schedule

### Insert type of instrument

Easement

Dated

Page

3

of

Pages

*Continue in additional Annexure Schedule, if required.*

easement as reasonably close as possible to the original condition of the Burdened Land prior to such damage and to the reasonable satisfaction of the Grantor.

#### 4 Access

4.1 The Grantee may, at any time (but subject to clause 4.2) from time to time enter the Burdened Land (including, for the avoidance of doubt, any areas of Common Property on the Burdened Land) using such routes as prescribed by the Grantor (acting reasonably) and with or without its employees, contractors and agents and with or without vehicles, machinery and implements of any kind for purposes associated with the creation and exercise of its rights and powers under this easement. If relevant, the Grantor shall invoke its rights pursuant to section 80 of the Unit Titles Act 2010 (or procure that such rights are invoked) as may be necessary to allow the Grantee access to its Lines and Works as agent of the body corporate.

4.2 In exercising the rights granted to the Grantee under this easement, the Grantee shall use reasonable efforts to give the Grantor prior notice that the Grantee intends to enter upon the Burdened Land (except in the case of an Emergency, when notice will not be required) and for the avoidance of doubt, clause 12(2) of Schedule 5 the Land Transfer Regulations 2018 does not apply. Without limitation to the preceding provisions, the Grantor shall not at any time restrict or impede access to the Easement Land (including by way of subdivision of the Land) by the Grantee and, upon request by Grantee, will provide the Grantee with all necessary keys and / or access cards required from time to time to gain access to the Burdened Land and the Easement Land.

#### 5 Grantor's Covenants

5.1 The Grantor will not without the written permission of the Grantee (not to be unreasonably withheld or delayed):

- (a) grow or permit to be grown any natural or cultivated vegetation (including trees and shrubs) on or in the near vicinity, or encroaching on the Easement Land. The Grantee may at all times at the Grantor's cost remove any natural or cultivated vegetation or improvement on the Easement Land which may interfere with the rights granted by this easement; or
- (b) erect or permit to be erected any improvement (including but not limited to buildings, sheds, fences, roads, walls or driveways) on the Easement Land; or
- (c) do anything on the Easement Land that may damage or endanger the Grantee's Lines or Works; or
- (d) do any act which will interfere with the rights granted by this easement and will not at any time do permit or suffer any act whereby the full and free use and enjoyment by the Grantee of the rights and privileges granted by this are interfered with.

#### 6 Removal

6.1 The Lines and Works are and shall remain the sole property of the Grantee and the Grantee shall not be required to remove the Lines and/or Works at any time. No person shall have any interest in such Lines and Works by reason only of having an interest or estate in the Burdened Land.

## Annexure Schedule

### Insert type of instrument

Easement

Dated

Page

4

of

Pages

*Continue in additional Annexure Schedule, if required.*

- 6.2 No power is implied for the Grantor to determine this easement for any breach of covenant or for any other cause whatsoever. The parties intend this easement to subsist forever or until it is duly surrendered or extinguished at the election of the Grantee.

### 7 Further Assurances

- 7.1 Each party shall make all applications, including executing and delivering any documents, and doing all acts and things, as may reasonably be required by the other party to obtain the full benefit of this easement according to its true intent.

### 8 Telecommunications Act 2001 and End User Terms

- 8.1 Notwithstanding anything to the contrary in this easement, the terms contained in this easement shall be without prejudice to, and do not reduce or limit, the rights and powers of the Grantee under the Telecommunications Act 2001 or any other document or arrangement conferring rights or powers on the Grantee in relation to Lines and Works at the Burdened Land, and the Grantee may, in its discretion, rely on or exercise any of its rights and powers, whether in addition to or instead of the rights and powers granted by this easement.

### 9 Definitions and interpretation

- 9.1 In this easement:

- (a) **"Common Property"** has the same meaning ascribed to that term under the Unit Titles Act 2010.
- (b) **"Easement Land"** means that part of the Burdened Land identified in Schedule A in this easement as Easement Land and those other parts of the Burdened Land (including buildings) on which the Grantee has installed and located its Lines and Works.
- (c) **"Emergency"** means a situation in which there is a probable danger to life or property or immediate risk to the continuity or safety of supply of telecommunications.
- (d) **"Grantee"** means Chorus New Zealand Limited and includes all its subsidiaries (within the meaning of Sections 5 and 6 of the Companies Act 1993) and its successors, assigns, personal representatives, employees, contractors, agents, licensees and invitees.
- (e) **"Grantor"** includes the successors in title, assigns, tenants, transferees and personal representatives of the Grantor.
- (f) **"Line"** and **"Works"** shall have the meanings ascribed to those terms under the Telecommunications Act 2001.

ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>

## Land Transfer Act 2017

Person giving consent <i>Surname must be underlined</i>	Capacity and interest of Person giving consent <i>(eg. Mortgagee under Mortgage no.)</i>
Avanti Finance Limited	As mortgagee under Mortgage no. 12270556.3 of the land in Records of Title 996887 and 996888

**Consent**  
*Delete words in [ ] if inconsistent with the consent*  
*State full details of the matter for which consent is required*

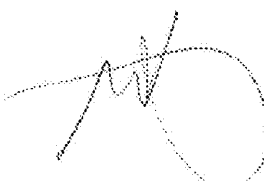
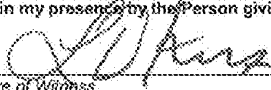
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

**the Person giving consent hereby consents to**

the within easement instrument to grant the right to convey telecommunications to Chorus New Zealand Limited.

Dated this 3rd day of November 2021

**Attestation**

	Signed in my presence by the Person giving consent
	 Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation Lisa Dawn Knox Address Solicitor Auckland
Signature [Common seal] of Person giving consent	

<sup>1</sup> 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 2017, or other enactments, under which no form is prescribed.

# View Instrument Details



**Instrument No** 12381416.1  
**Status** Registered  
**Date & Time Lodged** 21 April 2022 07:54  
**Lodged By** Chen, Richard  
**Instrument Type** Partial Surrender of Easement



Affected Records of Title	Land District
996887	North Auckland
996888	North Auckland

**Affected Instrument** Easement Instrument 12126925.3

**Annexure Schedule** Contains 2 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 ☒

## Signature

Signed by Richard Chen as Grantor Representative on 20/05/2022 04:18 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 ☒

I certify that the territorial authority has consented to this transaction and I hold that consent ☒

I certify that the Mortgagee under Mortgage 12270556.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Richard Chen as Grantee Representative on 20/05/2022 04:18 PM

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

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

## Form 23

### Easement instrument to surrender Easement or Profit à prendre

(Section 109 Land Transfer Act 2017)

#### Grantee

**Kahawai Point Developments Limited**

#### Grantor

**Kahawai Point Developments Limited**

#### Surrender of Easement, or Profit à prendre

The Grantee, being the registered owner of the Benefited Land(s) set out in Schedule A, or being the Grantee in gross, hereby surrenders to the Grantor the easement(s), or *profit(s) à prendre* set out in Schedule A and the Grantor accepts the surrender of those easement(s), or *profit(s) à prendre*

#### Schedule A

*Continue in additional Annexure Schedule, if required*

Purpose of Easement, or Profit	Creating Instrument number	Burdened Land (Record of Title) <sup>1</sup>	Benefited Land (Record of Title) <sup>2</sup> or in gross
Right of Way  Right to Convey Electricity, gas, telecommunications and water	12126925.3	Lot 2003 on DP 562266 in Records of Title 996887 and 996888	That part of Lot 5000 on DP 562266 in Record of Title 966888 that will become Lots 255, 257-265, 282-314, 2004, 2005 and 2008 in Records of Title 1032985-1033027 (inclusive), and 1035385 upon the deposit of plan 571004, so that Easement Instrument 12126925.3 is appurtenant only to the land in Record of Title 1033028.

<sup>1</sup> If only part of the existing easement area is to be surrendered, include the full legal description or relevant easement marking and plan which defines that part.

<sup>2</sup> If only part of the benefited land is to be surrendered, include the full legal description of that part.

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

**Form 46**

**ANNEXURE SCHEDULE - CONSENT FORM<sup>3</sup>**

(Regulation 6 Land Transfer Regulations 2018)

**Person giving consent**

*Surname must be underlined*

**Capacity and Interest of Person giving consent**

*eg. Mortgagee under Mortgage no.)*

Avanti Finance Limited

Mortgagee under Mortgage no. 12270556.3 of the land in Records of Title 996887, 996888

**Consent**

*Delete words in [ ] if inconsistent with the consent*

*State full details of the matter for which consent is required*

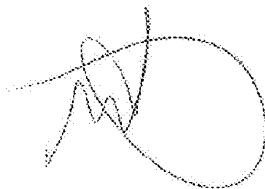
[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

the within Easement Instrument to surrender easement.

Dated this 20<sup>th</sup> day of May 2022

**Attestation**



Mark Stephen Mountcastle  
Director

**Signed in my presence by the Person giving consent**



Signature of Witness

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

**Witness name**

Liesl Dawn Knox

**Occupation**

Solicitor

**Address**

C/- Avanti Finance Ltd  
33 Broadway  
Newmarket  
Auckland 1023

<sup>3</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.



# View Instrument Details

**Instrument No** 12381416.2  
**Status** Registered  
**Date & Time Lodged** 21 April 2022 07:54  
**Lodged By** Chen, Richard  
**Instrument Type** Order for New Certificate of Title



---

**Head Records of Title**

996888

**Land Districts**North Auckland

---

**Registered Owners****Auckland Council**

New titles(s)	Legal description
1035385	Lot 2008 Deposited Plan 571004 as Local Purpose Reserve

**Kahawai Point Developments Limited**

New titles(s)	Legal description
1032985	Lot 255 Deposited Plan 571004
1032986	Lot 257 Deposited Plan 571004
1032987	Lot 258 Deposited Plan 571004
1032988	Lot 259 Deposited Plan 571004
1032989	Lot 260 Deposited Plan 571004
1032990	Lot 261 Deposited Plan 571004
1032991	Lot 262 Deposited Plan 571004
1032992	Lot 263 Deposited Plan 571004
1032993	Lot 264 Deposited Plan 571004
1032994	Lot 265 Deposited Plan 571004
1032995	Lot 282 Deposited Plan 571004
1032996	Lot 283 Deposited Plan 571004
1032997	Lot 284 Deposited Plan 571004
1032998	Lot 285 Deposited Plan 571004
1032999	Lot 286 Deposited Plan 571004
1033000	Lot 287 Deposited Plan 571004
1033001	Lot 288 Deposited Plan 571004 together with a 1/2 share in Lot 2004 Deposited Plan 571004
1033002	Lot 289 Deposited Plan 571004 together with a 1/2 share in Lot 2004 Deposited Plan 571004
1033003	Lot 290 Deposited Plan 571004
1033004	Lot 291 Deposited Plan 571004
1033005	Lot 292 Deposited Plan 571004
1033006	Lot 293 Deposited Plan 571004
1033007	Lot 294 Deposited Plan 571004
1033008	Lot 295 Deposited Plan 571004
1033009	Lot 296 Deposited Plan 571004
1033010	Lot 297 Deposited Plan 571004
1033011	Lot 298 Deposited Plan 571004
1033012	Lot 299 Deposited Plan 571004
1033013	Lot 300 Deposited Plan 571004
1033014	Lot 301 Deposited Plan 571004
1033015	Lot 302 Deposited Plan 571004
1033016	Lot 303 Deposited Plan 571004
1033017	Lot 304 Deposited Plan 571004
1033018	Lot 305 Deposited Plan 571004
1033019	Lot 306 Deposited Plan 571004



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**Registered Owners****Kahawai Point Developments Limited**

New titles(s)	Legal description
1033020	Lot 307 Deposited Plan 571004
1033021	Lot 308 Deposited Plan 571004
1033022	Lot 309 Deposited Plan 571004
1033023	Lot 310 Deposited Plan 571004
1033024	Lot 311 Deposited Plan 571004
1033025	Lot 312 Deposited Plan 571004
1033026	Lot 313 Deposited Plan 571004
1033027	Lot 314 Deposited Plan 571004
1033028	Lot 5001 Deposited Plan 571004 together with a 1/2 share in Lot 2003 Deposited Plan 562266

---

**Annexure Schedule:** Contains 2 Pages.

---

**Signature**

Signed by Richard Chen as Registered Owner Representative on 20/04/2022 09:37 PM

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

Form 46

ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>

(Regulation 6 Land Transfer Regulations 2018)

Person giving consent

Surname must be underlined

Capacity and interest of Person giving consent

eg. Mortgagee under Mortgage no.)

Kahawai Point Developments Limited	Registered Owner of the land in Record of Title 996888
------------------------------------	--

## Consent

Delete words in [ ] if inconsistent with the consent

State full details of the matter for which consent is required

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the Person giving consent hereby consents to:

- the deposit of LT 571004;
- the vesting of Lot 2005 as road;
- the vesting of Lot 2008 as Local Purpose Reserve;
- the registration of such Consent Notices as may be required to deposit LT 571004; and
- the registration of any incidental revocation or partial revocation of consent notices.

Dated this 30<sup>th</sup> day of March 20 22

## Attestation

	Signed in my presence by the Person giving consent
	<u>R Chen</u>
	Signature of Witness
	Witness to complete in BLOCK letters (unless legibly printed):
Witness name	RICHARD CHEN
Occupation	SOLICITOR
Address	AUCKLAND

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

Form 46

**ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>**

(Regulation 6 Land Transfer Regulations 2018)

**Person giving consent***Surname must be underlined***Capacity and Interest of Person giving consent***eg. Mortgagee under Mortgage no.)*

<b>Avanti Finance Limited</b>	<b>Mortgagee under Mortgage no. 12270556.3 of the land in Record of Title 996888</b>
-------------------------------	--

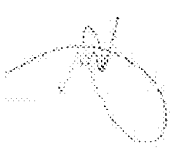

**Consent***Delete words in [ ] if inconsistent with the consent**State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent.]

the **Person giving consent hereby consents to:**

- the deposit of LT 571004;
- the vesting of Lot 2005 as road;
- the vesting of Lot 2008 as Local Purpose Reserve;
- the registration of such Consent Notices as may be required to deposit LT 571004; and
- the registration of any incidental revocation or partial revocation of consent notices.

**Dated this** 5th **day of** April **20 22****Attestation**

  <b>Mark Stephen Mountcastle</b> <b>DIRECTOR</b>	<b>Signed in my presence by the Person giving consent</b> 
	Signature of Witness
	<b>Witness to complete in BLOCK letters (unless legibly printed):</b>
	<b>Witness name</b> LIESL KNOX <b>Occupation</b> CHIEF RISK OFFICER <b>Address</b> 8 Ohinerau Street, Remuera, Auckland 1050

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.

# View Instrument Details



**Instrument No** 12381416.6  
**Status** Registered  
**Date & Time Lodged** 21 April 2022 07:54  
**Lodged By** Chen, Richard  
**Instrument Type** Easement Instrument



Affected Records of Title	Land District
1033008	North Auckland
1032992	North Auckland
1032993	North Auckland
1032994	North Auckland
1033006	North Auckland
1033007	North Auckland
1033009	North Auckland
1033010	North Auckland
1033011	North Auckland
1033012	North Auckland
1033013	North Auckland
1033014	North Auckland
1033015	North Auckland
1033016	North Auckland
1033017	North Auckland
1033018	North Auckland
1033019	North Auckland
1033020	North Auckland
1033021	North Auckland
1033028	North Auckland

**Annexure Schedule** Contains 7 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 12270556.3 has consented to this transaction and I hold that consent ☒

## Signature

Signed by Richard Chen as Grantor Representative on 20/04/2022 09:39 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 Richard Chen as Grantee Representative on 20/04/2022 09:39 PM

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

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

## Form 22

### Easement instrument to grant easement or *profit à prendre*

(Section 109 Land Transfer Act 2017)

#### Grantor

Kahawai Point Developments Limited

#### Grantee

Kahawai Point Developments Limited

#### Grant of Easement or *Profit à prendre*

The Grantor being the registered owner of the burdened land set out in Schedule A grants to the Grantee (and, if so stated, in gross) the easement(s) or *profit(s) 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) or in gross
Right to support	Area A on DP 571004	Lot 307 on DP 571004 in Record of Title 1033020	Lot 308 on DP 571004 in Record of Title 1033021
	Area B on DP 571004	Lot 306 on DP 571004 in Record of Title 1033019	Lots 305 and 308 on DP 571004 in Records of Title 1033018 and 1033021
	Area C on DP 571004	Lot 303 on DP 571004 in Record of Title 1033016	Lot 304 on DP 571004 in Record of Title 1033017
	Area D on DP 571004	Lot 302 on DP 571004 in Record of Title 1033015	Lot 301 on DP 571004 in Record of Title 1033014
	Area E on DP 571004	Lot 300 on DP 571004 in Record of Title 1033013	Lots 299 and 301 on DP 571004 in Records of Title 1033012 and 1033014
	Area F on DP 571004	Lot 298 on DP 571004 in Record of Title 1033011	Lots 297 and 299 on DP 571004 in Records of Title 1033010 and 1033012
	Area G on DP 571004	Lot 296 on DP 571004 in Record of Title 1033009	Lots 294 and 297 on DP 571004 in Records of Title 1033007 and 1033010
	Area H on DP 571004	Lot 295 on DP 571004 in Record of Title 1033008	Lots 293 and 294 on DP 571004 in Records of Title 1033006 and 1033007
	Area I on DP 571004	Lot 263 on DP 571004 in Record of Title 1032992	Lot 293 on DP 571004 in Record of Title 1033006
	Area J on DP 571004	Lot 264 on DP 571004 in Record of Title 1032993	Lot 265 on DP 571004 in Record of Title 1032994; and Lot 5001 on DP 571004 in Record of Title 1033028 (but for the term as set out in the Annexure Schedule)

**Easements or *profits à prendre* rights and powers (including terms, covenants 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 hereby ~~[varied]~~ ~~[negatived]~~ ~~[added to]~~ or ~~[substituted]~~ by:

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

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

## ANNEXURE SCHEDULE

### 1.0 Interpretation

- 1.1 Where there is a conflict between the provisions of Schedule 5 of the Land Transfer Regulations 2018 and the modifications in this Easement Instrument, the modifications must prevail. Unless the context otherwise requires, the following words have the following meaning in this Easement Instrument:

**"Benefited Land"** means all the estate and interest comprising the Benefited Land identified in Schedule A of this Easement Instrument;

**"Burdened Land"** means all the estate and interest comprising the Burdened Land identified in Schedule A of this Easement Instrument;

**"Easement"** means the right to support easement as set out in this Easement Instrument;

**"Easement Area"** means that part of the Burdened Land shown in Schedule A of this Easement Instrument as being subject to the right to support easement where a Retaining Wall is situated;

**"Grantee"** means the registered owner for the time being of the Benefited Land to which the right to support easement is appurtenant;

**"Grantor"** means the registered owner for the time being of the Burdened Land which is subject to the right to support easement;

**"Lot 5001"** means Lot 5001, Deposited Plan 571004 in Record of Title 1033028;

**"Retaining Wall"** means a retaining wall including any below surface foundations (and any substitute retaining walls) situated on the Easement Area which provides support for the land which forms part of the Benefited Land; and

**"Working Day"** means any day of the week other than:

- (a) Saturday, Sunday, Good Friday, Easter Monday, Anzac Day, the Sovereign's Birthday, Matariki, Labour Day, Waitangi Day and Auckland Anniversary Day;
- (b) If Anzac Day or Waitangi Day falls on a Saturday or a Sunday, the following Monday; and
- (c) A day in the period commencing on the 24<sup>th</sup> day of December in any year and ending on the 5<sup>th</sup> day of January in the following year, both days inclusive.

A Working Day shall be deemed to commence at 9.00am and end at 5.00 pm.

- 1.2 References to the singular includes the plural and vice versa.
- 1.3 References to "person" includes any individual, company, corporation, partnership, firm, joint venture, association, trust, government departments or agencies, and territorial authority.
- 1.4 References to "parties" are references to the parties of this Easement Instrument.
- 1.5 References to statute, regulations or other instruments are deemed to be references to the statute, regulation or instrument as may from time to time be amended or re-enacted or any substitute provisions and, in relation to any statute, any regulations or instruments made and in force under that statute.
- 1.6 The liability of a person under this Easement Instrument shall only apply for the period that such person is the registered owner of the Burdened Land or Benefited Land (as the case may be) but without prejudice to liability in respect of any antecedent breach.

### 2.0 Term

- 2.1 Subject to clauses 2.2 to 2.7 inclusive, the grant of the Easement rights will be forever appurtenant to the Benefited Land and binding on the Burdened Land. No power is implied for either party to terminate the Easement rights for breach of any provision in this Easement Instrument by the other party or for any other cause, it being the parties' intention that the Easement rights will continue forever unless surrendered.



- 2.2 Notwithstanding clause 2.1, the Easement over Area J on DP 571004 created by this Easement Instrument is intended to be appurtenant to only those lots that share a boundary with and adjoin Area J and shall be deemed to be for such term as the Benefited Land shares a boundary with and adjoins Area J.
- 2.3 Upon further subdivision of Lot 5001 such that any new lots created do not share a boundary with and do not adjoin Area J, then the term of the Easement shall be deemed to have expired and the grant under this Easement Instrument terminated in respect of the balance of Lot 5001 as do not share a boundary with and do not adjoin Area J.
- 2.4 The Grantor shall be entitled to, and hereby authorises the registered owner of Lot 5001 on the Grantor's behalf to apply to the territorial authority for a revocation of the Easement in respect of the balance of Lot 5001 as do not share a boundary with and do not adjoin Area J.
- 2.5 The parties agree that neither will object to, make a submission objecting to, frustrate, hinder or prevent, or procure any one to object to, make a submission objecting to, frustrate, hinder or prevent, any such application by or on behalf of the Grantor.
- 2.6 Upon receipt of a certificate pursuant to section 243(e) of the Resource Management Act 1991, the registered owner of Lot 5001 for itself and on the Grantor's behalf shall be entitled to request LINZ to note the expiry and termination and remove the Easement from or ensure that the benefit of the Easement does not come down on the title(s) to the balance of Lot 5001 as do not share a boundary with and adjoin Area J.
- 2.7 The registered owner of Lot 264 as Grantor shall forthwith do all things and sign all documents when called upon to do so by the registered owner of Lot 5001 to give effect to the above.

### **3.0 Right to support**

- 3.1 The parties acknowledge that the Retaining Wall provides support to both the Burdened Land and the Benefited Land.
- 3.2 The Grantee and its tenants, agents, licensees and invitees have the right to:
- (a) use and have the benefit of the Easement Area for the purpose of supporting the Retaining Wall in common with the Grantor, its tenants and other persons lawfully entitled to do so;
  - (b) encroach on that part of the Easement Area and the Burdened Land that is now occupied by the Retaining Wall; and
  - (c) enter, pass and re-pass and remain for a reasonable time on reasonable notice, with or without tools, materials, machinery and equipment, on such part or parts of the Burdened Land as may reasonably be necessary to carry out the rights and perform any inspection, testing, repair or maintenance as deemed necessary by the Grantee under this Easement Instrument.
- 3.3 The Grantor must not do and must not allow to be done on the Burdened Land anything that may interfere with or restrict the rights of the Grantee or interfere with the efficient operation of the Easement, including anything by which the Retaining Wall shall be in any way damaged, or rendered unstable or unsafe.
- 3.4 The Grantee must not do and must not allow to be done on the Benefited Land or the Burdened Land anything that may interfere with or restrict the rights of any other party or interfere with the efficient operation of the Easement, including anything by which the Retaining Wall shall be in any way damaged, or rendered unstable or unsafe.

### **4.0 Repair, maintenance and costs**

- 4.1 The Grantee and Grantor are responsible equally for:
- (a) arranging the repair and maintenance of the Retaining Wall, and for associated costs, so as to keep the Retaining Wall in good order and to prevent it from becoming a danger or nuisance; and
  - (b) arranging any works to be done in respect of the Retaining Wall, and for associated costs, in order to meet any associated requirements of the relevant territorial authority.

- 4.2 Where any repair or restoration of the Retaining Wall becomes necessary due to the act, neglect or default of one party alone (including any tenant, licensee, employee, invitee or agent of that party) or where a party seeks to do work to a Retaining Wall as a result of activities which that party wishes to undertake on its land then that party shall bear the whole cost of the said repair, restoration or works.
- 4.3 Where the Grantee or Grantor considers that work to the Retaining Wall is necessary to be completed, the following procedures shall apply:
- (a) the party seeking to do the work shall serve a notice on the other party (**Work Notice**) specifying the work to be completed together with all relevant information in connection with such work as may be reasonably required to satisfy the other party that the work will not affect the support afforded to any structure on the Burdened Land or the Benefited Land;
  - (b) the party who receives a Work Notice shall have a period of ten (10) Working Days following receipt (time being of the essence) (**Approval Period**) to either approve the work (such approval not to be unreasonably withheld or delayed) or to serve a cross-notice on the party who served the Work Notice that the work is not approved, which may include counter-proposals in that cross-notice (**Objection Notice**); and
  - (c) if an Objection Notice is served on the party who gave a Work Notice within the Approval Period, the matter shall be resolved under the disputes procedure set out in clause 6 of this Easement Instrument. However, if no Objection Notice is served on the party who gave a Work Notice within the Approval Period, the work will be deemed to be approved by the other party.
- 4.4 Any work on the Retaining Wall undertaken pursuant to clause 4.3 shall be carried out by the party seeking to do the work so that:
- (a) as little damage or disturbance as possible is caused to the land of the other party or to the other party;
  - (b) all work is performed properly;
  - (c) all work is performed promptly;
  - (d) any damage done to the land of the other party must immediately be made good by restoring the surface of the land as nearly as possible to its former condition; and
  - (e) they compensate the other party for all damaged caused by the work.

## **5.0 Default**

- 5.1 If either party fails (**defaulting party**) to perform or join with the other party (**other party**) in performing any obligation under this Easement Instrument, the following provisions will apply:
- (a) the other party may serve a written notice on the defaulting party (**default notice**) specifying the default and requiring the defaulting party to perform or to join in performing the obligation and stating that, after the expiry of one month from service of the default notice, the other party may perform the obligation;
  - (b) if after the expiry of one month from service of the default notice, the defaulting party has not performed or joined in performing the obligation, the other party may:
    - (i) perform the obligation; and
    - (ii) for that purpose enter onto the defaulting party's land;
  - (c) the defaulting party must pay to the other party the costs of:
    - (i) the default notice; and
    - (ii) the other party in performing the obligation of the defaulting party;within one month of receiving written notice of the other party's costs; and
  - (d) the other party may recover any money payable under clause 5.1(c) from the defaulting party as a liquidated debt.

**6.0 Disputes**

- 6.1 If any dispute arises between the Grantee and Grantor concerning the Easement rights, the parties must enter into negotiations in good faith to resolve their dispute. If the dispute is not resolved within one month of the date on which the parties began their negotiations, the parties must submit the dispute to mediation by an independent mediator appointed jointly by the parties.
- 6.2 If the parties are unable to agree on an independent mediator within 15 Working Days, the parties will submit to mediation by an independent mediator appointed by the President for the time being of the Auckland District Law Society Incorporated.

## Form 46

ANNEXURE SCHEDULE - CONSENT FORM<sup>1</sup>

(Regulation 6 Land Transfer Regulations 2018)

**Person giving consent***Surname must be underlined***Capacity and Interest of Person giving consent***eg. Mortgagee under Mortgage no.)*

<b>Avanti Finance Limited</b>	<b>Mortgagee under Mortgage no. 12270556.3 of the land in Record of Title 996888</b>
-------------------------------	--



**Consent***Delete words in [ ] if inconsistent with the consent**State full details of the matter for which consent is required*

[Without prejudice to the rights and powers existing under the interest of the person giving consent,]

the **Person giving consent hereby consents to:**

the within Easement Instrument to grant easement.

**Dated** this 5th day of April 2022**Attestation**

  <b>Mark Stephen Mountcastle</b> <b>DIRECTOR</b>	<b>Signed in my presence by the Person giving consent</b>  <hr/>
	Signature of Witness
	<i>Witness to complete in BLOCK letters (unless legibly printed):</i> <b>Witness name</b> LIESL KNOX <b>Occupation</b> CHIEF RISK OFFICER <b>Address</b> 8 Ohinerau Street, Remuera, Auckland 1050

<sup>1</sup> An Annexure Schedule in this form may be attached to the relevant instrument, where consent is required by the Land Transfer Regulations 2018 to enable registration under the Land Transfer Act 2017.