



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
FREEHOLD
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R. W. Muir
Registrar-General
of Land

Identifier **898452**
Land Registration District **North Auckland**
Date Issued 29 July 2019

Prior References

149871 149872

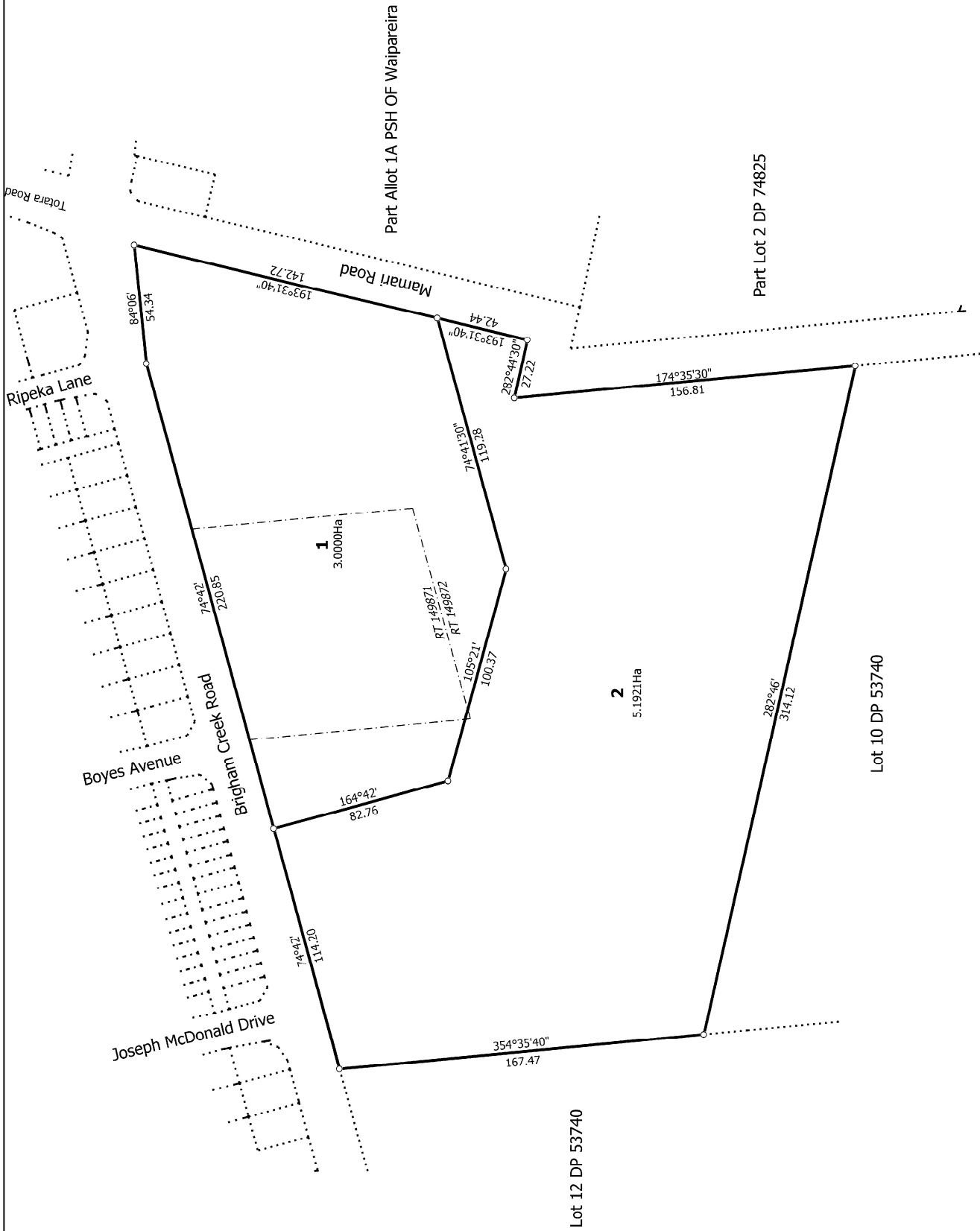
Estate Fee Simple
Area 5.1921 hectares more or less
Legal Description Lot 2 Deposited Plan 538562

Registered Owners

Taste Business Investment Trust Limited as to a 1/2 share
Ai-Ling Limited as to a 1/2 share

Interests

Subject to Section 59 Land Act 1948
Subject to Section 8 Coal Mines Amendment Act 1950
Land Covenant in Covenant Instrument 11516363.6 - 9.8.2019 at 4:05 pm (Limited as to duration)



T 1/1

Lots 1 & 2 being a Subdivision of Lots 1 & 2 DP 336610

Surveyor: Christopher John McKean
 Firm: Axis Consultants Ltd

Title Plan
 DP 538562

Deposited on: 29/07/2019



Instrument No. 11516363.6
Status Registered
Date & Time Lodged 09 Aug 2019 16:05
Lodged By Qiu, Julie Zhu Yi
Instrument Type Land Covenant under s116(1)(a) or (b) Land Transfer Act 2017



Affected Records of Title	Land District
898451	North Auckland
898452	North Auckland

Annexure Schedule Contains 3 Pages.

Covenantor Certifications

I certify that I have the authority to act for the Covenantor 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 Harold Ian Martin McCombe as Covenantor Representative on 09/08/2019 07:56 AM

Covenantee Certifications

I certify that I have the authority to act for the Covenantee 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 Jeremy Kane Whyte as Covenantee Representative on 08/08/2019 09:18 PM

*** End of Report ***

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Form 26

Covenant Instrument to note land covenant

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

Covenantor

TASTE BUSINESS INVESTMENT TRUST LIMITED AND AI-LING LIMITED

Covantee

GENERAL DISTRIBUTORS LIMITED

Grant of Covenant

The Covenantor, being the registered owner of the burdened land(s) set out in Schedule A, **grants to the Covantee** (and, if so stated, in gross) the covenant(s) set out in Schedule A, with the rights and powers or provisions set out in the Annexure Schedule(s).

Schedule A
required

Continue in additional Annexure Schedule, if

Purpose of covenant	Shown (plan reference)	Burdened Land (Record of Title)	Benefited Land (Record of Title) or in gross
Land Covenant	Lot 2 on Deposited Plan 538562	898452	898451

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

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

Annexure Schedule 1

ANNEXURE SCHEDULE 1

1. INTERPRETATION

1.1 **Definitions:** In this instrument, unless the context otherwise requires

- (a) **"Benefited Land"** has the meaning given to it in Schedule A;
- (b) **"Burdened Land"** has the meaning given to it in Schedule A;
- (c) **"Covenantor"** means the party named as Covenantor in this instrument and includes the successors in title to that party for the time being the registered owner of the Burdened Land but only for so long as that party has an interest in the Burdened Land; and
- (d) **"Relevant Authority"** means government, local, statutory or non-statutory authority or body having jurisdiction over the Benefited Land or any part of it and including any corporation directly or indirectly controlled by such authority or body.

1.2 **Interpretation:** In this instrument, unless the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) one gender shall include the other genders;
- (c) words denoting persons shall include any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state, agency of a state, municipal authority, government or any statutory body in each case whether or not having separate legal identity;
- (d) any covenant or agreement on the part of two or more persons shall bind those persons jointly and severally;
- (e) reference to any statute, regulation, ordinance or bylaw shall be deemed to extend to all statutes, regulations, ordinances or bylaws amending, consolidating or replacing the same;
- (f) where consent or approval is required pursuant to any provision of this instrument, such consent or approval shall be required for each separate occasion, notwithstanding any prior consent or approval obtained for the like purpose on any prior occasion;
- (g) references to the Covenantor and the Covenantee include their respective executors or administrators and successors in title; and
- (h) references to the Covenantor's Land and the Covenantee's Land includes each and every part of them.

2. COVENANTS

2.1 The Covenantor for itself and its successors in title, lessees, tenants, assigns and invitees covenants and acknowledges and agrees with the Covenantee for the benefit of the Covenantee and its successors in title to the Benefited Land that it will at all times hereafter observe and perform all the stipulations and restrictions contained in this Schedule 1 to the end and intent that each of the stipulations and

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restrictions shall, in the manner and to the extent prescribed, entered for the benefit of and appurtenant to the whole of the Covenantee's Land.

3. NO OBJECTION

- 3.1 The Covenantor covenants that it will not and will procure that no related third party will for a term of ten years after the date of registration of this instrument:
- (a) lodge, permit or procure to be lodged with any Relevant Authority an objection, including but not limited to an appeal, in opposition to:
 - (i) any development of the Benefited Land or any activities related to or ancillary to any development of the Benefited Land; and
 - (ii) any applications for requisite planning, rezoning and resource consents, and other approvals and permits that may be necessary for the purposes of any development of the Benefited Land or any activities related to or ancillary to any development of the Benefited Land; or
 - (b) support a third party lodging and/or pursuing or procure a third party to lodge and/or pursue an objection to a Relevant Authority in respect of the matters referred to in the above clause 3.1(a) of this Schedule (being, for the purposes of this instrument, "**Planning Proposals**");
 - (c) do or permit to be done any act, matter or thing intended to restrict or inhibit or which may have the effect of restricting or inhibiting any of the Planning Proposals; or
 - (d) aid, abet, counsel or procure any other person or entity to exercise any of the actions restricted by virtue of clauses 3.1(a) to 3.1(c) (inclusive) above.

4. SUPPORT

- 4.1 The Convenantor (and its successors in title) hereby covenants to give written approval for the purposes of the Resource Management Act 1991 to any of the Planning Proposals in respect of the Benefited Land and covenants that it shall, promptly upon request by the Covenantee, sign any document required to evidence or formalise that approval, and in the event of failing to do so, the Covenantee shall be entitled to provide a copy of this instrument to the Relevant Authority as evidence that such written approval is given.

5. RESTRICTION

- 5.1 The Covenantor (and its successors in title) hereby covenant that the Covenantor shall not use or allow the Burdened Land to be used as a supermarket for a term of ten years after the date of registration of this instrument.