

# Waitakere City Council

Private Bag  
Henderson  
Waitakere City 1231  
DX 6018

Civic Centre  
Waipareira Ave  
Ph (09) 837-3700  
Fax (09) 837-1964

40-00

IN THE MATTER of Land Transfer Plans  
No.s 135419 & 135420 relating to Scheme Plan of  
Subdivision No. SPW 14150.

## WAITAKERE CITY COUNCIL

I, JOHN ANTHONY LANIGAN, Subdivision & Development Manager of the Waitakere City Council HEREBY CERTIFY that the following Resolution was passed at a meeting of the Waitemata City Council held on 20 September 1989.

That Council being satisfied that adequate access to Lots 61-65 Incl, 66, 67, 38, 39, 57, 58 and 46-50 inclusive thereon is provided pursuant to a condition imposed under Section 279(2)(e) of the Local Government Act 1974 therefore resolves that the provisions of Section 321(1) of that Act shall not apply to those Allotments by virtue of Section 321(3)(c).

SIGNED by the said )  
JOHN ANTHONY LANIGAN )  
on behalf of and by the )  
authority of the said )  
Waitakere City Council )  
under Section 252 of the )  
Local Government Act 1974 )

*Tony Lanigan*  
.....  
Subdivision & Development Manager

Dated this 14<sup>th</sup> day of MARCH 1990

RECEIVED  
118534

Offices at:  
Glen Eden  
3 Glendale Rd  
Ph 818-7024  
Fax 818-3830

Henderson  
Alderman Drive  
Ph 837-0579  
Fax 837-2942

New Lynn  
Memorial Sq  
Ph 871-094  
Fax 876-327

2140 30.MAR 90 C  
PARTICULARS ENTERED  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR



~~38/802.~~  
38/802.

(1)

Approved by the District Land Registrar, South Auckland No. 351560  
Approved by the District Land Registrar, North Auckland, No. 4380/81  
Approved by the Registrar-General of Land, Wellington, No. 436748.1/81

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C123119.5 EC

## EASEMENT CERTIFICATE

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

~~XXXX~~ ALLIED PROPERTIES DEVELOPMENTS LIMITED at Auckland

being the registered proprietor(s) of the land described in the Schedule hereto hereby certify that the easements specified in that Schedule, the servient tenements in relation to which are shown on a plan of survey deposited in the Land Registry Office at \_\_\_\_\_ on the day of 1990 under No. 135420 are the easements which it is intended shall be created by the operation of section 90A of the Land Transfer Act 1952.

### SCHEDULE DEPOSITED PLAN NO.

Nature of Easement (e.g., Right of Way, etc.)	Servient Tenement		Dominant Tenement Lot No.(s) or other Legal Description	Title Reference
	Lot No.(s) or other Legal Description	Colour, or Other Means of Identification, of Part Subject to Easement		
Right of Way	Lot 75 DP 135420 C/T's 79D/685 to 79D/689 both inclusive	Marked "A" DP 135420	Lot 51 DP 135420	79D/690

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

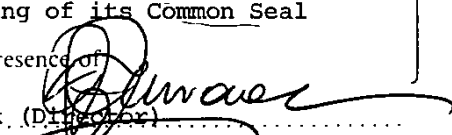
1. Rights and powers:

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

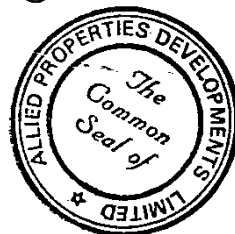
Dated this 2nd day of February 1990

Executed  
~~Signed~~ by the above-named  
ALLIED PROPERTIES  
DEVELOPMENTS LIMITED by the  
affixing of its Common Seal

in the presence of

  
xxxxxxx (Director).....

xxxxxxx  
Occupation.....  
xxxxxxx (Director/Secretary).....



# EASEMENT CERTIFICATE

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

*Correct for the purposes of the  
Land Transfer Act*



*Solicitor for the registered proprietor*

2.40 30.MAR 90 C 123119  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST LAND REGISTRAR  
790/685 - 689  
790/690



K.T.O.

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C123119.7 TE

Under the Land Transfer Act 1952

TE  
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## Memorandum of Transfer

### ELECTRICITY EASEMENT

WHEREAS **ALLIED PROPERTIES DEVELOPMENTS LIMITED** (hereinafter called "the Grantor") being registered as proprietor

**Firstly** of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Land District of North Auckland containing 399 m<sup>2</sup>


more or less being Lot 75 on Deposited Plan 135420 and being all the estate comprised and described as to five undivided one-fifth shares as tenants in common in the said shares in Certificates of Title 79D/685 to 79D/689 (both inclusive) (North Auckland Registry)

Subject To: 1. B.833747.7 Deed of Fencing Covenant;  
2. Easements to be created by easement certificate number and number

**And Secondly** all that parcel of land containing 740 m<sup>2</sup> more or less being Lot 50 on Deposited Plan 135420 and being all the estate comprised and described in Certificate of Title 79D/689 (North Auckland Registry)

Subject To: 1. B.833747.7 Deed of Fencing Covenant;  
2. Easements to be created by easement certificate number and number

*will* **AND WHEREAS** the **WATTEMATA ELECTRIC POWER BOARD** a body corporate duly constituted under the provisions of the Electric Power Boards Act 1925 (hereinafter called "the Grantee") seeks certain rights in under ~~on~~ across through along and over that part of the said Lot 75 which is shown marked "A" on Deposited Plan 135420 and of the said Lot 75 which is shown marked "B" and "C" on Deposited Plan 135420 (which said portions is hereinafter referred to as "the easement land") for the installation therein or thereon of cables and other equipment (if necessary) relating to the supply and reticulation of electric power for the future maintenance thereof and the installation of additional cables and other equipment (if necessary). *x*

**AND WHEREAS** the Grantor has agreed to grant by way of an easement in gross to the Grantee the rights which are hereinafter set out in respect of the easement land. *57* 





**NOW THEREFORE IN PURSUANCE OF THE SAID AGREEMENT AND IN CONSIDERATION** of the Covenants on the part of the Grantee hereinafter contained the Grantor **DOETH HEREBY TRANSFER AND GRANT** unto the Grantee as an easement in gross the perpetual right to transmit electric current through in over across on along and under the easement land **TOGETHER WITH** the full free and uninterrupted right from time to time and at all times **TO ENTER** upon the easement land by its engineers surveyors employees agents and contractors with or without vehicles (laden or unladen) machinery tools equipment and materials for all or any of the following purposes; namely for the purposes of:

- A. Placing on and in the easement land electrical equipment;
- B. Making on the easement land any cuttings fillings grades batters or other works and remaking or re-opening the same;
- C. Laying out excavating and filling in trenches through in over across on along and under the easement land and at any time thereafter re-opening or re-excavating the same;
- D. Laying in any such trenches at such depths and in such manner as the Grantee shall think fit *underground electric wires cables or other conductors* of electricity and other equipment (if necessary) and any pipes and other coverings within which the Grantee may desire to enclose the same;
- E. Inspecting altering repairing and renewing and relaying or otherwise maintaining such wires cables and other conductors of electricity and other equipment (if any) and such pipes or other coverings enclosing the same;
- F. Doing and carrying out on the easement land all and any such acts matters or things as the Grantee may consider necessary or desirable for the achievement of any of the foregoing purposes

**PROVIDED ALWAYS THAT** in exercising its rights hereunder the Grantee:

- a. Shall keep and maintain all such underground electric wires cables or other conductors of electricity and any pipes or other coverings as may be laid or constructed by the Grantee through in over across on along and under the easement land in pursuance of these presents in a good and efficient state of repair for the purposes for which the same are designed.
- b. Shall do as little damage as is practicable to the surface of the easement land consistent with the exercise of its rights hereunder and at the conclusion of any work will make good in a proper and workmanlike manner any fences building or other erections damaged or removed.
- c. At the conclusion of any work so far as and as soon as may be reasonably practicable shall restore the surface of the easement land to the condition in which it was immediately prior to the commencement of such work and in particular will replace the top soil in its former position and re-establish a suitable ground cover to prevent erosion of the easement land.
- d. Shall wherever possible give prior notice to the occupier of the land of which the easement land forms part of its intention of exercising all or any of the rights hereinbefore conferred; and in exercising all or any such rights shall cause as little inconvenience to such occupier as may reasonably be possible in the circumstances.





**~~In Consideration of~~**

(the receipt of which sum is hereby acknowledged)

**~~Do~~** hereby **~~Transfer~~** to the said

~~all~~ \_\_\_\_\_ ~~estate and interest in the~~

said land above described

**~~In witness whereof~~** these presents have been executed this \_\_\_\_\_ day  
of \_\_\_\_\_ 19\_\_\_\_

**~~Signed~~** by the above named

~~in the presence of:~~

No.

TRANSFER OF  
CREATING ELECTRICITY EASEMENT

Correct for the purposes of the Land Transfer Act.

*M. L. L. L.*

Solicitor for the ~~Transferor~~  
Grantee

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE  
THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION  
AND LAND ACQUISITION ACT 1952.

*M. L. L. L.*

SOLICITOR FOR THE ~~Transferor~~  
Grantee

..... Allied Properties Developments Ltd ~~Transferor~~  
Grantor

I hereby certify for the purposes of the Stamp  
& Cheque Duties Act that no conveyance duty is  
payable on this instrument

*M. L. L. L.*

by reason of the application of  
Section 24 (1) of the Act and that the  
provisions of subsection (2) of that  
section do not apply.

*M. L. L. L.*

Solicitor for the Grantee.

..... Waitemata Electric Power Board ~~Transferor~~  
Grantee

Particulars entered in the Register as shown herein on the  
date and at the time endorsed below.

.....  
Assistant / District Land Registrar

of the District of .....

(2)

COUPE DAVIDSON  
SOLICITORS  
TAKAPUNA  
GD:mb:P4/18

2.40 30.MAR.90 C 123119  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST LAND REGISTRAR  
790/685-689  
K.T.O.  
AUCKLAND DISTRICT LAND REGISTRY

Solicitors for the Transferee



C123119.8 TE

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Under the Land Transfer Act 1952

## Memorandum of Transfer

### WHEREAS

ALLIED PROPERTIES DEVELOPMENTS LIMITED at Auckland ("the Grantor")  
being registered as proprietor  
of an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in those pieces of land situated in the Land District of North Auckland containing FIRST 740 square metres

more or less being Lot 50 Deposited Plan 135420 comprised and described in Certificate of Title 79D/689

Subject to: Electricity Easement No. C *Mhl*

*Mhl* AND SECONDLY 399 square metres more or less being Lot 75 Deposited Plan 135420 being comprised and described as to five undivided one fifth shares as tenants in common in the said shares in Certificates of Title

79D/685 to 79D/689 (both inclusive) *Mhl*  
Subject to: Electricity Easement No. C

*Mhl* AND THIRDLY 387 square metres more or less being Lot 78 Deposited Plan 135419 being comprised and described as to five undivided one fifth shares as tenants in common in the said shares in Certificates of Title

79D/672 to 79D/676 (both inclusive) *Mhl*

all of the above parcels of land being subject to and together with:

*Mhl* 1. B833747.7 Deed of Fencing Covenant

2. Easements to be created by Easement Certificate Nos. C and C *Mhl* (lots 75, 78)  
such land and covenant being hereinafter described as "the servient land"

AND WHEREAS the Grantor requested WAITAKERE CITY COUNCIL ("the Grantee") to consent to a plan of subdivision on the land shown on the plans lodged for deposit under Nos. 135419 and 135420 *Mhl*

AND WHEREAS the Grantee agreed to consent to such subdivision on the condition inter alia that the Grantor grant a water supply easement in gross in favour of the Grantee

NOW THEREFORE IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00) paid to the Grantor by the Grantee (the receipt of which is acknowledged) the Grantor transfers and grants to the Grantee as an easement in gross forever the rights:

1. To convey water through those parts of the servient land as shown marked "A", "B" and "C" respectively on Deposited Plan 135420 and as shown marked "A" and "B" on Deposited Plan 135 ("the easement area");
2. To dig, construct and lay pipes through the easement area;
3. To inspect repair cleanse dig up alter enlarge renew or replace those pipes;
4. For the purposes of this grant for the Grantee's agents servants workmen and employees with or without vehicles to enter upon the servient land and generally to do anything necessary or convenient for the full exercise of the rights implied by this instrument.

AND the Grantee covenants with the Grantor that upon exercising of any of the rights the Grantee shall:

- a) cause as little damage as possible to the servient land and the occupiers thereof;
- b) restore the servient land as near as reasonably possible to its previous condition;
- c) make good at the Grantee's expense any damage done by the actions of the Grantee to the buildings, erections and fencings of the Grantor

AND the Grantor covenants with the Grantee that the Grantor will not at any time do anything which will prevent or interfere with the free passage of water through the pipes or prevent or interfere with the full use and enjoyment of the Grantee of the rights implied by this instrument.

409  
In Consideration of

(the receipt of which sum is hereby acknowledged)

Do hereby Transfer to the said

all

estate and interest in the

said land above described

In witness whereof these presents have been executed this  
of December 19 89

15<sup>th</sup> day

THE COMMON SEAL of  
~~Signed by the Chief Executive Officer~~  
WAITAKERE CITY COUNCIL  
was hereunto affixed  
in the presence of:—



*Rauonh*  
Chief Executive Officer

THE COMMON SEAL of  
ALLIED PROPERTIES DEVELOPMENTS  
LIMITED was hereunto affixed  
in the presence of:—



*Sto Lewis*  
MANAGER: FINANCE &  
ADMINISTRATION

*William (Secretary)*

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act

*M. Mulvey*

SOLICITOR FOR THE TRANSFEREE

ALLIED PROPERTIES DEVELOPMENTS  
LIMITED ..... Transferor

I hereby certify that this transaction does not contravene the provisions of Part 11A of the Land Settlement Promotion and Land Acquisition Act 1952.

*M. Mulvey*

SOLICITOR FOR THE TRANSFEREE

WAITAKERE CITY COUNCIL ..... Transferee

I hereby certify that for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

*M. Mulvey*

SOLICITOR FOR THE TRANSFEREE

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of .....

790/685 - 790/689  
790/672-676  
2.40 30.MAR90 C 123119  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST LAND REGISTRAR



KENSINGTON SWAN  
SOLICITORS  
AUCKLAND & WELLINGTON  
Solicitors for the Transferee

MEMORANDUM OF ENCUMBRANCE

C123119.10 ENC

WHEREAS

- A. ALLIED PROPERTIES DEVELOPMENTS LIMITED at Auckland (hereinafter together with successors in title referred to as "the Owner") is registered as proprietor of the land described in Schedule A hereof (hereinafter referred to as "the Land").
- B. THE Owner has requested the WAITAKERE CITY COUNCIL (hereinafter referred to as "the Council") to approve plans of subdivision of the Land in terms of plans lodged for deposit under Nos. 135419 and 135420 (North Auckland Registry).
- C. THE Council has approved the subdivision on the condition (inter alia) that the Owner enters into and executes this memorandum.

NOW THIS MEMORANDUM WITNESSES THAT:

1. THE Owner hereby encumbers all the land described in Schedules B, C and D hereof for the benefit of the Council for a term of 999 years commencing from 1 December 1989 with an annual rent charge of TEN DOLLARS (\$10.00) to be paid in advance on the 1 December of each year if demanded by that date.
2. THE Owner covenants as follows with the Council in respect of the land described in Schedule B hereof:

The Owner shall not construct or permit to be constructed any building or structure upon the land described in Schedule B unless and until the foundations for such building or structure have been subject to specific investigation and design by a registered engineer prior to the Owner applying for a building permit in respect of such building or structure and unless and until the foundations for such building or structure are constructed in accordance with such design.

*RM*

*[Signature]*



2.

3. THE Owner covenants as follows with the Council in respect of the land described in Schedule C hereof:

- a) The Owner shall not carry out or permit to be carried out any excavation works on any part or parts of the land described in Schedule C which is or are within six metres of the base of any crib retaining wall located adjacent to the south east boundary of each lot comprising a part of the said land described in Schedule C unless and until such excavation works are supported by a structure designed by a registered engineer experienced in geo technical design and constructed in accordance with such design.
- b) The Owner shall not erect or construct or permit to be erected or constructed any building or structure upon that part or those parts of the land described in Schedule C as more particularly described above unless and until the foundations of such building or structure have been designed based on site testing for the specific structure.

4. THE Owner covenants as follows with the Council in respect of the land described in Schedule D hereof:

The Owner shall not construct or permit to be constructed any building or structure within five metres of the top of the crib retaining wall located adjacent to the north west boundary of Lot 52 Deposited Plan 135420 nor within six metres of the crib retaining wall located adjacent to the north west boundaries of Lots 65 and 66 Deposited Plan 135419, all of which lots comprise the land described in Schedule D, unless and until the foundations for such building or structure have been subject to specific investigation and design by a registered engineer experienced in geo-technical design and constructed in accordance with such design provided that nothing in this clause shall affect the Council's normal requirements in respect of clearances to sanitary sewer and stormwater pipelines.

5. THE Owner shall pay the costs of preparation stamping and registration of this encumbrance and any other costs incurred by the Council in relation to this encumbrance.

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6. SECTION 104 of the Property Law Act 1952 applies to this Memorandum of Encumbrance but otherwise (and without prejudice to the Council's rights of action at common law as a rent chargee or encumbrancee):

- a) The Council shall be entitled to none of the powers and remedies given to encumbrancees by the Land Transfer Act 1952 and the Property Law Act 1952; and
- b) No covenants on the part of the Owner are implied in this memorandum other than the covenants for further assurance implied by Section 154 of the Land Transfer Act 1952.

7. IF during the twelve (12) months preceding 1 December 1990 and each successive twelve (12) months thereafter there shall have been no breach of the covenants contained herein then the annual rent charge payable hereunder shall be deemed to have been paid.

8. THE covenants hereof shall be enforceable only against the owners or occupiers for the time being of the land to which they relate and not otherwise against any former owner or occupier of the land. Any owner or occupier of a portion of the land described in Schedules B, C or D shall be bound by the covenants hereunder only insofar as such covenants relate to the land owned or occupied by him.

9. THE Owner hereby authorises the Council to complete Schedules B, C and D hereof by the insertion therein of the appropriate Certificate of Title references in respect of the allotments described therein and any other necessary description AND agrees to produce or otherwise make available for the Council the Titles to the allotments which are to be subject to this Agreement to enable registration of this Agreement against those Titles and to do everything to facilitate such registration AND further agrees that if this agreement shall not have been registered at such time as the Owner shall transfer title to the land referred to in Schedules B, C or D hereof or any part thereof then the Owner shall not transfer title to the said land or any part thereof unless such transfer(s) shall contain the covenants evidenced by this agreement.



10. IN this memorandum covenants by any two or more persons shall be joint and several. Words importing the singular and plural number shall include the plural and singular number respectively.

SCHEDULE A

An estate in fee simple in all that parcel of land containing 3.3865 hectares more or less being Lot 34 Deposited Plan 121424 and being part Allotment 293 Parish of Waikomiti and being all of the land in Certificate of Title 70C/193 (North Auckland Registry)

SUBJECT TO AND TOGETHER WITH:

1. B833747.7 Deed of Fencing Covenant

SCHEDULE B

Lots 39 and 40 Deposited Plan 135419 comprised and described in Certificates of Title ~~79D/668~~ and 79D/669 *Null*

Lots 41 to 49 inclusive Deposited Plan 135420 comprised and described in Certificates of Title 79D/680 to 79D/688 (both inclusive) *Null*

All of the above parcels of land being subject to and together with B833747.7 Deed of Fencing Covenant

Subject as to Lot 49 Deposited Plan 135420 to Fencing Agreement No. C.

SCHEDULE C

Lots 50 and 51 Deposited Plan 135420 comprised and described in Certificates of Title 79D/689 and 79D/690 *Null*

Lot 63 Deposited Plan 135419 comprised and described in Certificate of Title 79D/674 *Null*

*R*



All of the above parcels of land being subject to and together with B833747.7 Deed of Fencing Covenant.

Subject as to Lot 50 Deposited Plan 135420 to: Fencing Agreement No. C.  
2. Electricity Easement No. C.  
3. Water Supply Easement No. C

SCHEDULE D

*Mull*

Lot 52 Deposited Plan 135420 comprised and described in Certificate of Title 79D/691

*Mull*

Lots 65 and 66 Deposited Plan 135419 comprised and described in Certificates of Title 79D/676 and 79D/677

*Mull*

All of the above parcels of land being subject to and together with B833747.7 Deed of Fencing Covenant.

Subject as to Lots 65 and 66 Deposited Plan 135419 to Fencing Agreement No. C.

DATED this 2nd day of February 1980

THE COMMON SEAL of ALLIED )  
PROPERTIES DEVELOPMENTS )  
LIMITED was hereunto affixed )  
in the presence of: )



2em.a111-2

*[Signature]* (Director)  
*[Signature]* (Secretary)

MEMORANDUM OF ENCUMBRANCE

ALLIED PROPERTIES DEVELOPMENTS  
LIMITED

Owner

WAITAKERE CITY COUNCIL

Encumbrancee

Correct for the Purposes of the  
Land Transfer Act

Solicitor for the Encumbrancee

Particulars entered in the Register as  
shown in respect of the land referred  
to herein

Assistant Land Registrar  
North Auckland Land Registry

2.40 30.MAR90 C 123119  
PARTICULARS ENTERED IN REGISTER  
LAND REGISTRY AUCKLAND  
ASST. LAND REGISTRAR  
190/668 + 669 790/694  
190/680 - 688 in. 676  
190/689 + 690 677  
190/674

K.T.O.

KENSINGTON SWAN  
SOLICITORS  
AUCKLAND & WELLINGTON



C451873-2 T

Approved by the Registrar-General of Land, Wellington, No. 367635.80

Under the Land Transfer Act 1952

## Memorandum of Transfer

ALLIED PROPERTIES DEVELOPMENTS LIMITED at Auckland

being registered as proprietor

of FIRST an estate in fee simple

subject however to such encumbrances, liens and interests as are notified by memoranda underwritten or endorsed hereon in that piece of land situated in the Land District of North Auckland containing 650 square metres

more or less being Lot 48 on Deposited Plan 135420 and being part Allotment 293 Parish of Waikomiti AND SECONDLY an estate in fee simple as to an undivided one-fifth share in all that parcel of land containing 399 square metres more or less being Lot 75 Deposited Plan 135420 and being part Allotment 293 Parish of Waikomiti and being the land comprised and described in Certificate of Title Volume 79D Folio 687 (North Auckland Registry)

SUBJECT TO: Fencing covenant in Transfer B.833747.7  
Section 308(4) Local Government Act  
Certificate C.123119.3 pursuant to Section 321(3)(c) Local Government Act 1974  
Easement Certificate C.123119.5  
Electricity Easement C.123119.7  
Water Easement C.123119.8  
Easement Certificate C.123119.7 and C.123119.8 subject to Section 309(1)(a) Local Government Act 1974  
Fencing covenant C.123119.3  
Encumbrance C.123119.2

WHEREAS the Transferors have subdivided the land comprised in Certificate of Title 70C/193 into lots as shown on Deposited Plans 135419 and 135420 ("the Plans") with the intention that each of those lots should be subject to and have the benefit of a building scheme and be subject in perpetuity to a covenant for the observance of the restrictive stipulation set forth in the first schedule hereto by the owners and occupiers for the time being of the lot so subject for the benefit of each of the others of those lots THAT covenant to be enforceable by the owners and occupiers of each of those lots

BY Agreement for Sale and Purchase dated the 31st day of July, 1992 the Transferor agreed to sell and YEE KEONG WONG, Manager and SHU LAI CHAN, Manager both of Auckland the Transferee agreed to purchase Lot 48 on Deposited Plan 135420 subject to the Building Scheme described above and upon and subject to the conditions that the parties enter into the covenant contained in this Transfer

NOW THIS INSTRUMENT WITNESSES that in pursuance of the premises and in consideration of the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500) (including GST) paid to the Transferor by the Transferee (the receipt of which sum is hereby acknowledged) the Transferor DO TH HEREBY TRANSFER to the Transferee all its estate and interest in the land above described.

AND

1. The Transferee covenants in respect of Lot 48 on Deposited Plan 135420 with the Transferor for the benefit of all the other lots which are shown on the Plans ("the other Lots") and as more particularly described in the Second Schedule hereto) to observe in perpetuity the restrictive covenants to the intent that Lot 48 on Deposited Plan 130420 shall be forever subject to this covenant.
2. The Transferee covenants that the Transferor (for the purpose of a fencing covenant under the Fencing Act 1978) shall not be required by the Transferee or any other occupier of the land so transferred to contribute towards the costs of work on a fence between that land and the adjoining land occupied by the Transferor, but this covenant shall not enure for the benefit of any subsequent purchaser for value of that adjoining land.
3. It is declared that the "restrictive stipulations" where used in this instrument means the stipulations set forth in the First Schedule of this instrument.

FIRST SCHEDULE

1. The Transferee will not use the land or allow it to be used for any trading or commercial purpose.
2. The Transferee will not erect or permit to be erected or place or permit to be placed on the land any building other than a single dwelling house and such dwelling shall have a value of not less than a base value of \$85,000.00 as at the 1st day of April, 1987 adjusted by the movement of the New Zealand Institute of Valuers Model Housing Cost Index from that date to the date of erection PROVIDED HOWEVER where it is permitted as a predominant use under the operative District Scheme of the Local Authority having jurisdiction to erect two or more units on the land therein in respect of each unit it shall have a value of not less than a base value of \$75,000.00 as at the 1st day of April, 1987 adjusted by the movement of the New Zealand Institute of Valuers Model Housing Cost Index from that date to the date of erection.
3. The Transferors will not erect or place or permit to be erected upon the land any caravan, hut or shed for permanent or temporary use of any kind.
4. The Transferee will not at any time allow weeds or grass on the property to exceed thirty (30) centimetres in height.

SECOND SCHEDULE

Lots 34 to 40 (inclusive), Lots 59 to 68 (inclusive), Lots 78 to 80 (inclusive), Deposited Plan 135419 and Lots 41 to 58 (inclusive), Lot 69 and Lots 75 and 77 Deposited Plan 135420.

IN CONSIDERATION OF the sum of THIRTY EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$38,500.00) (the receipt of which sum is hereby acknowledged) DO TH HEREBY TRANSFER to the said YEE KEONG WONG and SHU LAI CHAN all its estate and interest in the said land above described.

TO: The District Land Registrar  
AUCKLAND

Schedule of Land affected by Fencing Covenant contained in Transfers of those Lots shown in Deposited Plans 135419 and 135420.




Land Being Transferred		Land Affected by Fencing Covenant
Lot 34	79D/663	Lot 35
Lot 35	/664	Lots 34 and 36
Lot 36	/665	Lots 35, 37 and 38
Lot 37	/666	Lots 36, 38 and Lots 38 and 39 as proprietors of Lot 80
Lot 38	With an undivided one half share in Lot 80 79D/667	Lots 36, 37 and Lot 39 as owner of 1/2 share of Lot 80
Lot 39	With an undivided one half share in Lot 80 79D/668	Lots 40, 41 and Lot 38 as owner of 1/2 share of Lot 80
Lot 40	/669	Lots 39, 41 and Lots 38 and 39 as proprietors of Lot 80
Lot 59	/670	Lots 58, 60 and 69
Lot 60	/671	Lots 59, 61 and Lots 61, 62, 63, 64 and 65 as proprietors of Lot 78
Lot 61	With an undivided one-fifth share in Lot 78 79D/672	Lots 58, 60 and 62 and Lots 62, 63, 64 and 65 as proprietors of 1/5 share of Lot 78
Lot 62	With an undivided one-fifth share in Lot 78 79D/673	Lots 61 and 63 and Lots 61, 63, 64 and 65 as owners of 1/5 share of Lot 78

*Wong S. Chow*



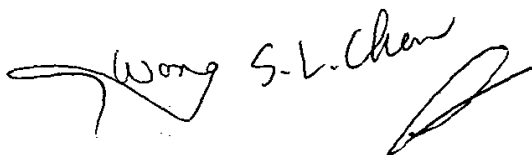


Lot 63	With an undivided one-fifth share in Lot 78 79D/674	Lots 62, 64 and 68 and Lots 61, 62, 64 and 65 as owners of 1/5 share of Lot 78
Lot 64	With an undivided one-fifth share in Lot 78 79D/675	Lots 63, 65 and 68 and Lots 61, 62, 63 and 65 as owners of 1/5 share of Lot 78
Lot 65	With an undivided one-fifth share in Lot 78 79D/676	Lots 64, 66 and 67 and Lot 61, 62, 63 and 64 as owners of 1/5 share of Lot 78
Lot 66	With an undivided one-half share in Lot 79 79D/678	Lots 65 and 67 and Lot 67 as owner of 1/2 share of Lot 79
Lot 67	With an undivided one-half share in Lot 79 79D/678	Lots 65 and 66 and Lot 66 as owner of 1/2 share of Lot 79
Lot 68	/679	Lots 63 and 64
Lot 41	/680	Lots 39, 40 and 42
Lot 42	/681	Lots 41 and 43
Lot 43	/682	Lots 42 and 44
Lot 44	/683	Lots 43 and 45
Lot 45	/684	Lots 44, 46 and Lots 46, 47, 48, 49 and 50 as proprietors of Lot 75
Lot 46	And an undivided one-fifth share in Lot 75 79D/685	Lots 45 and 47 and Lots 47, 48, 49 and 50 as owners of 1/5 share of Lot 75
Lot 47	And an undivided one-fifth share in Lot 75 79D/686	Lots 46 and 48, and Lots 46, 48, 49 and 50 as owners of 1/5 share of Lot 75
Lot 48	And an undivided one-fifth share in Lot 75 79D/687	Lots 47 and 49, and Lots 46, 47, 49 and 50 as owners of 1/5 share of Lot 75
Lot 49	And an undivided one-fifth share in Lot 75 79D/688	Lot 48, and Lots 46, 47, 48 and 50 as owners of 1/5 share of Lot 75

Lot 50	And an undivided one-fifth share in Lot 75 79D/689	Lot 51, and Lots 46, 47, 48 and 49 as owners of 1/5 share of Lot 75
Lot 51	79D/690	Lot 50, and Lots 46, 47, 48, 49 and 50 as proprietors of Lot 75
Lot 52	/691	Lot 53
Lot 53	/692	Lots 52 and 54
Lot 54	/693	Lots 53 and 55
Lot 55	/694	Lots 54, 56 and 57
Lot 56	/695	Lots 55, 57 and Lots 57 and 58 as proprietors of Lot 77
Lot 57	With an undivided one-half share in Lot 77 79D/696	Lots 55, 56 and 58, and Lot 58 as owner of 1/2 share of Lot 77
Lot 58	With an undivided one-half share in Lot 77 79D/697	Lots 57, 59, 61 and 69 and Lot 57 as owner of 1/2 share of Lot 77
Lot 69	79D/698	Lots 58, 59 and Lots 57 and 58 as proprietors of Lot 77

TDW327

 Wong S-L. Chen

In Consideration of

~~(the receipt of which sum is hereby acknowledged)~~

~~Do hereby Transfer to the said~~

100

~~all~~ estate and interest in the

~~said land above described~~

IN WITNESS WHEREOF these presents have been executed this 12<sup>th</sup> day of January 1998

THE COMMON SEAL of  
ALLIED PROPERTIES DEVELOPMENTS  
LIMITED was hereunto affixed  
in the presence of:



*[Handwritten signature]*  
SECRETARY

~~In witness whereof these presents have been executed this~~ \_\_\_\_\_ day  
~~of~~ \_\_\_\_\_

Signed by the above named  
YEE KEONG WONG and  
SHU LAI CHAN  
in the presence of:—

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*  
Salih  
Aubland

No.

TRANSFER OF FREEHOLD

Correct for the purposes of the Land Transfer Act

*W.K.*

SOLICITOR FOR THE TRANSFEREE

I hereby certify that this transaction does not contravene the provisions of Part IIA of the Land Settlement Promotion and Land Acquisition Act 1952.

*W.K.*

SOLICITOR FOR THE TRANSFEREE

I hereby certify for the purposes of the Stamp and Cheque Duties Act 1971 that no conveyance duty is payable on this instrument by reason of the application of Section 24(1) of the Act and that the provisions of subsection (2) of that section do not apply.

*W.K.*

SOLICITOR FOR THE TRANSFEREE

TO: The District Land Registrar,  
AUCKLAND.

We request that the restrictive covenants be noted on the title.

*W.K.*

Solicitor for the Transferee

11/05 08.FEB93 C 451873-2  
PARTICULARS ENTERED IN THE DISTRICT LAND REGISTER AND REGISTRY OFFICE  
DIST. LAND REGISTRAR  
AUCKLAND NEW ZEALAND



ALLIED PROPERTIES DEVELOPMENTS LTD. Transferor

Y.K. WONG & S.L. CHAN Transferee

Particulars entered in the Register as shown herein on the date and at the time endorsed below.

Assistant / District Land Registrar

of the District of

VALLANT HOOKER & PARTNERS,  
SOLICITORS,  
AUCKLAND.

Solicitors for the Transferee



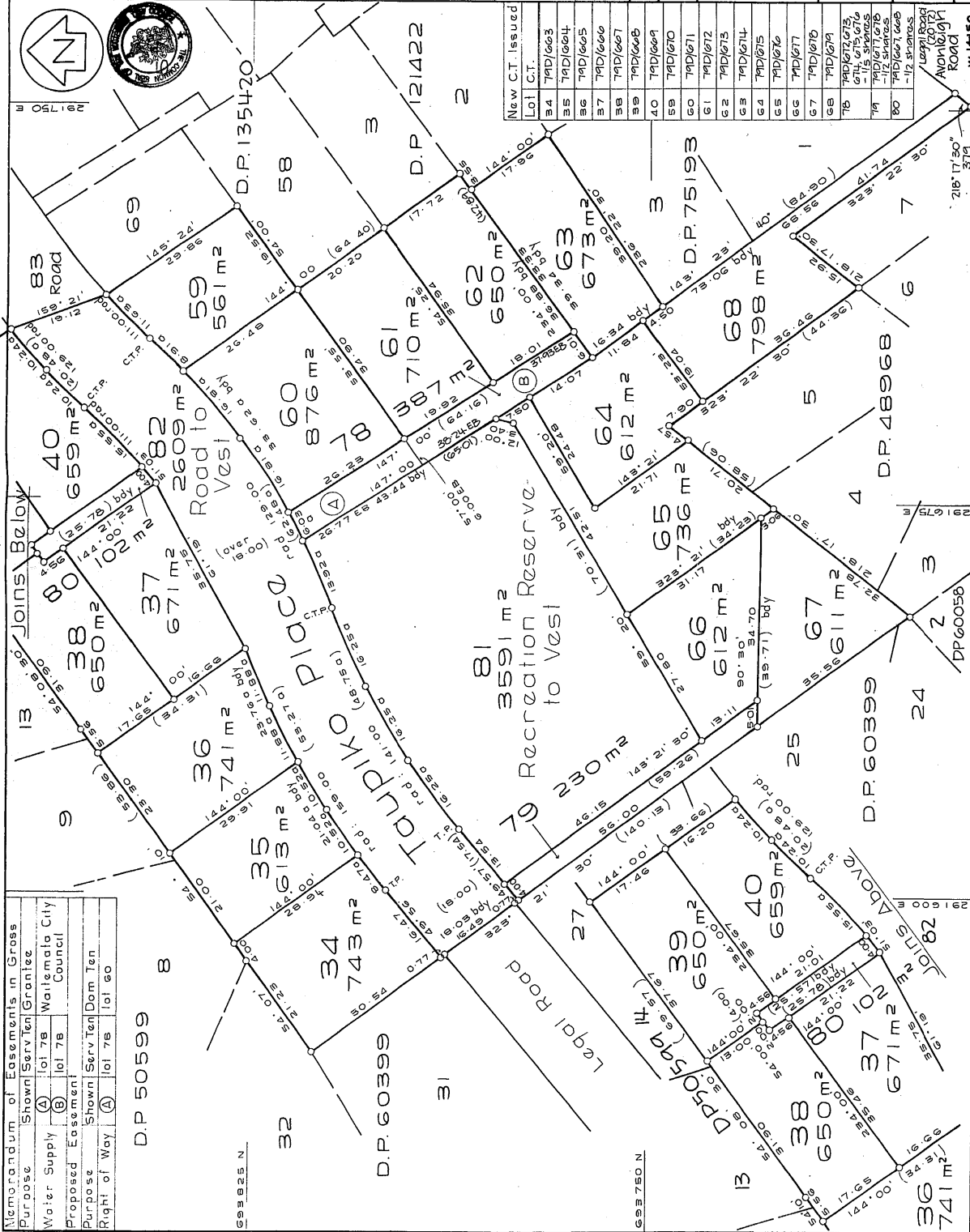
Memorandum of Easements in Gross	
Purpose	Shown Serv Ten Grantee
Water Supply	(A) lot 78 Waitemata City Council
Proposed Easement	(B) lot 78
Purpose	Shown Serv Ten Dom Ten
Right of Way	(A) lot 78 lot 60

D.P. 50599

698825 N

D.P. 60399

698750 N



NEW C.T. ISSUED	LOT C.T.
34	79D/663
35	79D/664
36	79D/665
37	79D/666
38	79D/667
39	79D/668
40	79D/669
59	79D/670
60	79D/671
61	79D/672
62	79D/673
63	79D/674
64	79D/675
65	79D/676
66	79D/677
67	79D/678
68	79D/679
69	79D/680
70	79D/681
71	79D/682
72	79D/683
73	79D/684
74	79D/685
75	79D/686
76	79D/687
77	79D/688
78	79D/689
79	79D/690
80	79D/691
81	79D/692
82	79D/693
83	79D/694

**Approvals**  
 Pursuant to a resolution of the Waitemata City Council passed on the 20th day of February 1989, the following approval is granted in accordance with the provisions of the Resource Management Act 1976 and the Resource Management Regulations 1978.

PURSUANT TO A RESOLUTION OF THE WAITEMATA CITY COUNCIL PASSED ON THE 20th DAY OF FEBRUARY 1989 APPROVING PURSUANT TO SECTION 305 OF THE LOCAL GOVERNMENT ACT 1974 THIS SURVEY PLAN SUBJECT TO THE CONDITIONS OF AMALGAMATION SET OUT HEREON AND A CONDITIONAL EASEMENT SHOWN IN THE MEMORANDUM ENDORSED HEREON AND CERTIFYING THAT THE SURVEY PLAN IS IN ACCORDANCE WITH THE REQUIREMENTS AND PROVISIONS OF THE OPERATIVE DISTRICT SCHEME FOR THE AREA TO WHICH THE SURVEY PLAN RELATES THE COMMON SEAL OF THE WAITEMATA CITY COUNCIL WAS AFFIXED HERETO IN THE PRESENCE OF:-

MAYOR  
 TOWN CLERK  
 AMALGAMATION CONDITIONS:-  
 (THAT) LOT 78 HEREON BE HELD AS TO 5 UNDEVELOPED 1/6 SHARES BY THE OWNERS OF LOTS 61-65 INCLUSIVE HEREON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH. *Sec 4 626581*  
 (THAT) LOT 79 HEREON BE HELD AS TO 2 UNDEVELOPED 1/2 SHARES BY THE OWNERS OF LOTS 66 AND 67 HEREON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH. *Sec 4 626581*  
 (THAT) LOT 80 HEREON BE HELD AS TO 2 UNDEVELOPED 1/2 SHARES BY THE OWNERS OF LOTS 38 AND 39 HEREON AS TENANTS IN COMMON IN THE SAID SHARES AND THAT INDIVIDUAL CERTIFICATES OF TITLE BE ISSUED IN ACCORDANCE HEREWITH. *Sec 4 626581*

**This plan is concurrent with D.P. 135420**  
 Total Area 1 8485 ha  
 Comprised in CT 70C/193(Pt)

1989 Joseph Smith Registered Surveyor and holder of an annual licensing certificate (or who may act as a registered surveyor pursuant to section 28 of the Survey Act 1989), hereby certify that this plan has been made in accordance with the provisions of the Survey Act 1989 and that the survey and survey are correct and have been made in accordance with the Survey Regulations 1978 or any regulations made in substitution thereof.  
 Dated at Auckland this 8 day of Nov 1989 Signature *[Signature]*

Field Book  
 Reference Plans  
 Examined  
 Correct *[Signature]*

Approved as to Survey  
 Senior Surveyor  
 day of March 1990  
 District Land Registrar

DP135419  
 Received  
 Instructions

LOCAL AUTHORITY WAITEMATA CITY COUNCIL  
 Surveyed by CATO CONSULTANTS LTD  
 Scale 1:500 Date Aug 1989

Lots 34-40 59-68 and 78-82 being subdivision of Pt Lot 34 D.P. 21424

LAND DISTRICT NORTH AUCKLAND  
 SURVEY BLK. & DIST. VII Titirangi  
 RECORD MAP No 16