

Approved by Registrar-General of Land under No. 2002/6055

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

Sections 90A and 90F, Land Transfer Act 1952

EI 7747646.4 Easement I

Cpy - 01/01, Pgs - 006, 11/03/08, 16:27



DocID: 313078360

Land registration district

NORTH AUCKLAND

Grantor

Surname(s) must be underlined or in CAPITALS.

Gerardus Petrus Martinus Lambertus ROOIJAKKERS & Elizabeth Rose WATERREUS

Grantee

Surname(s) must be underlined or in CAPITALS.


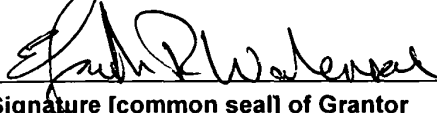
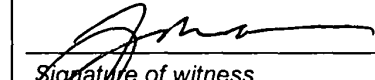
Gerardus Petrus Martinus Lambertus ROOIJAKKERS & Elizabeth Rose WATERREUS



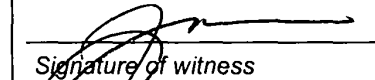
Grant* of easement or profit à prendre or creation or covenant

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).

Dated this 6th day of June 2007.

Attestation

  Signature [common seal] of Grantor	Signed in my presence by the Grantor  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	FIONA JANE MATHIESON SOLICITOR/NOTARY PUBLIC AUCKLAND

  Signature [common seal] of Grantee	Signed in my presence by the Grantee  Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
	FIONA JANE MATHIESON SOLICITOR/NOTARY PUBLIC AUCKLAND

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

[Solicitor for] the Grantee

*If the consent of any person is required for the grant, the specified consent form must be used.

REF: 7003 - AUCKLAND DISTRICT LAW SOCIETY

Statement of Passing over Information:

This information has been supplied by a third party. Accordingly, the Vendor and Austar Realty Limited are merely passing over this information as supplied to us by others. While we have passed on this information supplied by a third party, we have not checked, audited or reviewed the records or documents and therefore to the maximum extent permitted by law neither the Vendor nor Austar Realty Limited or any of its salespersons or employees accept any responsibility for the accuracy of the materials. Intending purchasers are advised to conduct their own investigation.

Annexure Schedule 1



Easement instrument

Dated 6th June 2007

Page 1 of 1 pages

Schedule A

(Continue in additional Annexure Schedule if required.)

Purpose (nature and extent) of easement, profit, or covenant	Shown (plan reference)	Servient tenement (Identifier/CT)	Dominant tenement (Identifier/CT or in gross)
Sewage	A	Lot 2 on DP 355616	Lot 1 on DP 355616

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 2002 and/or the Ninth Schedule of the Property Law Act 1952.

The implied rights and powers are ~~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 2].~~

Covenant provisions

Delete phrases in [] and insert memorandum number as required.
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.~~

~~[Annexure Schedule 2].~~

All signing parties and either their witnesses or solicitors must sign or initial in this box

ERW

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited

Mortgagee under Mortgage No. 5971268.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

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

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

~~[section _____ of the _____ Act _____]~~

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

the Consentor hereby consents to:

the boundary adjustment being made of 36m2 in relation to all that land containing 1538 square metres more or less comprised in Certificate of Title NA69A/317 being Lot 31 Deposited Plan 39183 together with the creation of any easements recorded on Plan

Dated this **15 MAY 2007** day of **2007**

Attestation

SIGNED by ASB BANK LIMITED by its Attorney

Jason Meihana Paranihi
Jason Meihana Paranihi

without prejudice to the rights and powers existing
under the interest of the Consentor

In the presence of:

Witness: **Andrea Kite**
Bank Officer, AUCKLAND

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Consentor

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

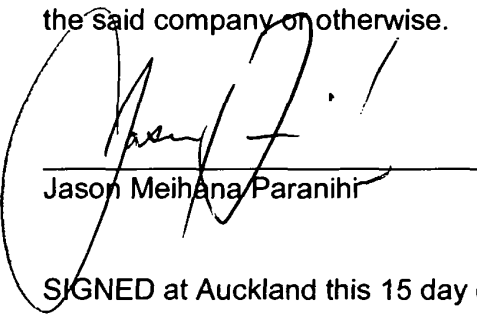
ASB BANK LIMITED
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I Jason Meihana Paranihi of Auckland, New Zealand, hereby certify:

- 1 THAT by a Deed dated **31 October 2006** and deposited in the Land Information New Zealand office as **No. 7154356.1** ASB Bank Limited appointed the persons holding, or from time to time acting in, the following ASB Bank offices as its attorneys on the terms and subject to the conditions set out in the said Deed:

Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Jason Meihana Paranihi

SIGNED at Auckland this 15 day of May 2007

Annexure Schedule - Consent Form

Land Transfer Act 1952 section 238(2)



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

Mortgage

Page **1** of **1** pages

Consentor

Surname must be underlined or in CAPITALS

Capacity and Interest of Consentor

(eg. Caveator under Caveat no./Mortgagee under Mortgage no.)

ASB Bank Limited

Mortgagee under Mortgage No. 5971268.2

Consent

Delete Land Transfer Act 1952, if inapplicable, and insert name and date of application Act.

Delete words in [] if inconsistent with the consent.

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

Pursuant to ~~{section 238(2) of the Land Transfer Act 1952}~~

~~{section _____ of the _____ Act _____}~~

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

the Consentor hereby consents to:

the boundary adjustment being made of 36m2 in relation to all that land containing 1722 square metres more or less comprised in Certificate of Title NA69A/318 being Lot 32 Deposited Plan 39183 together with the creation of any easements recorded on Plan

Dated this _____ day of **15 MAY 2007** 2007

Attestation

SIGNED BY ASB BANK LIMITED by its Attorney
Jason Melhana Paranihi

without prejudice to the rights and powers existing
under the interest of the Consentor

In the presence of:

Witness: Andrea Kite
Bank Officer, AUCKLAND

Signed in my presence by the Consentor

Signature of Witness

Witness to complete in BLOCK letters (unless legibly printed)

Witness name

Occupation

Address

Signature of Consentor

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

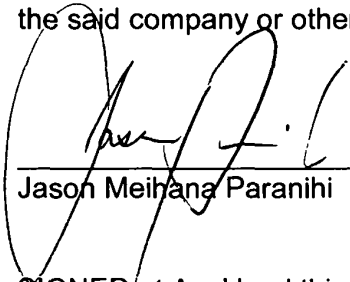
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Senior Manager Business and Rural Documentation
Senior Manager Group Retail Loan Documentation
Senior Manager Loan Security Maintenance
Manager Business and Rural Loan Documentation
Legal Executive, Lending Services
Manager Administration
Manager Security Alterations and Settlements
Manager Inward Documents and Security Filing
Chief Manager Lending Services
Senior Manager Debt Assessment and Recoveries
Manager Business Credit

2. THAT I hold the appointment of Manager Security Alterations and Settlements, Lending Services, with ASB Bank Limited
3. THAT at the date of signing I have not received any notice of or information of the revocation of that appointment by the winding up of the said company or otherwise.



Jason Meihana Paranihi

SIGNED at Auckland this 15 day of May 2007