



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




R.W. Muir
Registrar-General
of Land

Identifier **109911**
Land Registration District **South Auckland**
Date Issued 18 February 2004

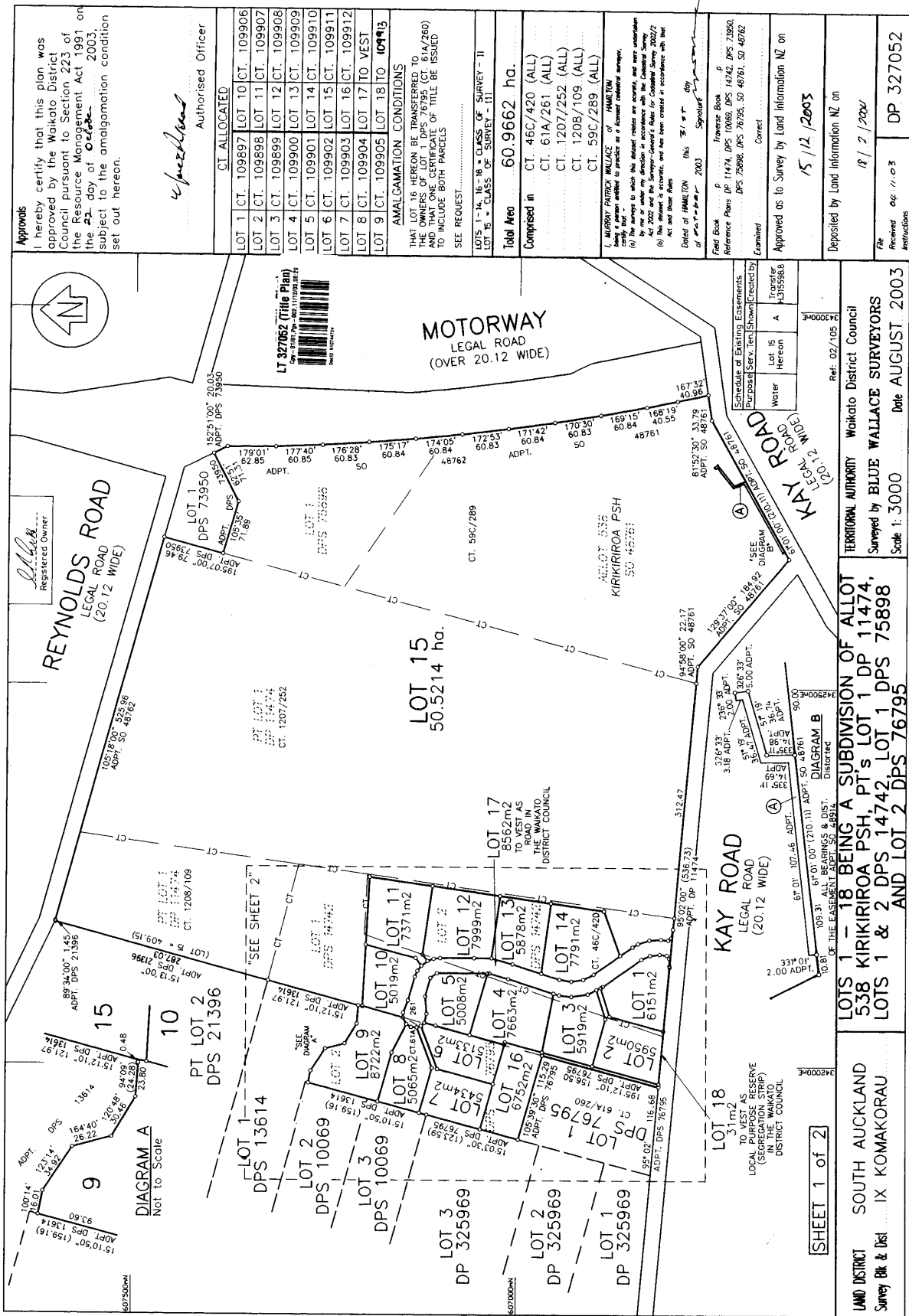
Prior References

SA1207/252 SA1208/109 SA46C/420
SA59C/289 SA61A/261

Estate Fee Simple
Area 50.5214 hectares more or less
Legal Description Lot 15 Deposited Plan 327052
Registered Owners
Gordon Litt Farms Limited

Interests

Subject to Section 8 Mining Act 1971 (affects part formerly Allotment 538 Kirikiriroa Parish)
Subject to Section 5 Coal Mines Act 1979 (affects part formerly contained in CT SA59C/289)
Subject to a water supply right over part marked A on DP 327052 created by Transfer H315598.8 - 13.11.1980 at 12:18 pm
6081568.3 Mortgage to Bank of New Zealand - 16.7.2004 at 9:00 am
7767009.1 Partial Surrender of the water supply right easement created by Transfer H315598.8 - 31.3.2008 at 12:18 pm
8025114.2 Partial surrender of the water supply right as to Lots 1 & 2 DP 332954, Lot 1 DPS 90277 and Lot 151 DP 397340 created by Transfer H315598.8 - 11.12.2008 at 9:00 am
9200427.1 Surrender of the water supply right as appurtenant to part Lot 144 DP 397340 formerly Lot 2 DPS 67519 created by Transfer H315598.8 - 11.12.2012 at 11:39 am



Approvals

I hereby certify that this plan was approved by the Waikato District Council pursuant to Section 223 of the Resource Management Act 1991 on the 22 day of October 2003 subject to the amalgamation condition set out hereon.

[Signature]
 Authorised Officer

CT ALLOCATED
LOT 1 CT. 109897
LOT 2 CT. 109898
LOT 3 CT. 109899
LOT 4 CT. 109900
LOT 5 CT. 109901
LOT 6 CT. 109902
LOT 7 CT. 109903
LOT 8 CT. 109904
LOT 9 CT. 109905
LOT 10 CT. 109906
LOT 11 CT. 109907
LOT 12 CT. 109908
LOT 13 CT. 109909
LOT 14 CT. 109910
LOT 15 CT. 109911
LOT 16 CT. 109912
LOT 17 TO WEST
LOT 18 TO WEST

AMALGAMATION CONDITIONS
 THAT LOT 15 HEREON BE TRANSFERRED TO THE SURVEYOR GENERAL BY CT. 61A/260 AND THAT ONE CERTIFICATE OF TITLE BE ISSUED TO INCLUDE BOTH PARCELS
 SEE REQUEST

LOTS 1 - 14, 16 - 18 = CLASS OF SURVEY - II	LOT 15 = CLASS OF SURVEY - III
Total Area 60.9662 ha.	
Comprised in	
CT. 46C/420 (ALL)	
CT. 61A/261 (ALL)	
CT. 1207/252 (ALL)	
CT. 1208/109 (ALL)	
CT. 59C/289 (ALL)	

MARION PATRICK WALLACE of HAMILTON
 Surveyor
 I, MARION PATRICK WALLACE of HAMILTON do hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly qualified and registered Surveyor under the Survey Act 2002 and the Surveyor-General's Order in Force thereunder.
 (a) This document is accurate, and has been created in accordance with the Act and these Rules.
 (b) The extent is accurate, and has been created in accordance with the Act and these Rules.
 Dated at HAMILTON this 21st day of October 2003
 Signature

Field Book p. p.
 Reference Plans DP 11474, DPS 10682, DPS 14742, DPS 23950, DPS 25886, DPS 26792, SO 48761, SO 48762
 Examined Correct

Approved as to Survey by Land Information NZ on 15/12/2003

Deposited by Land Information NZ on 18/2/2004

File No. DP 327052
 Instructions

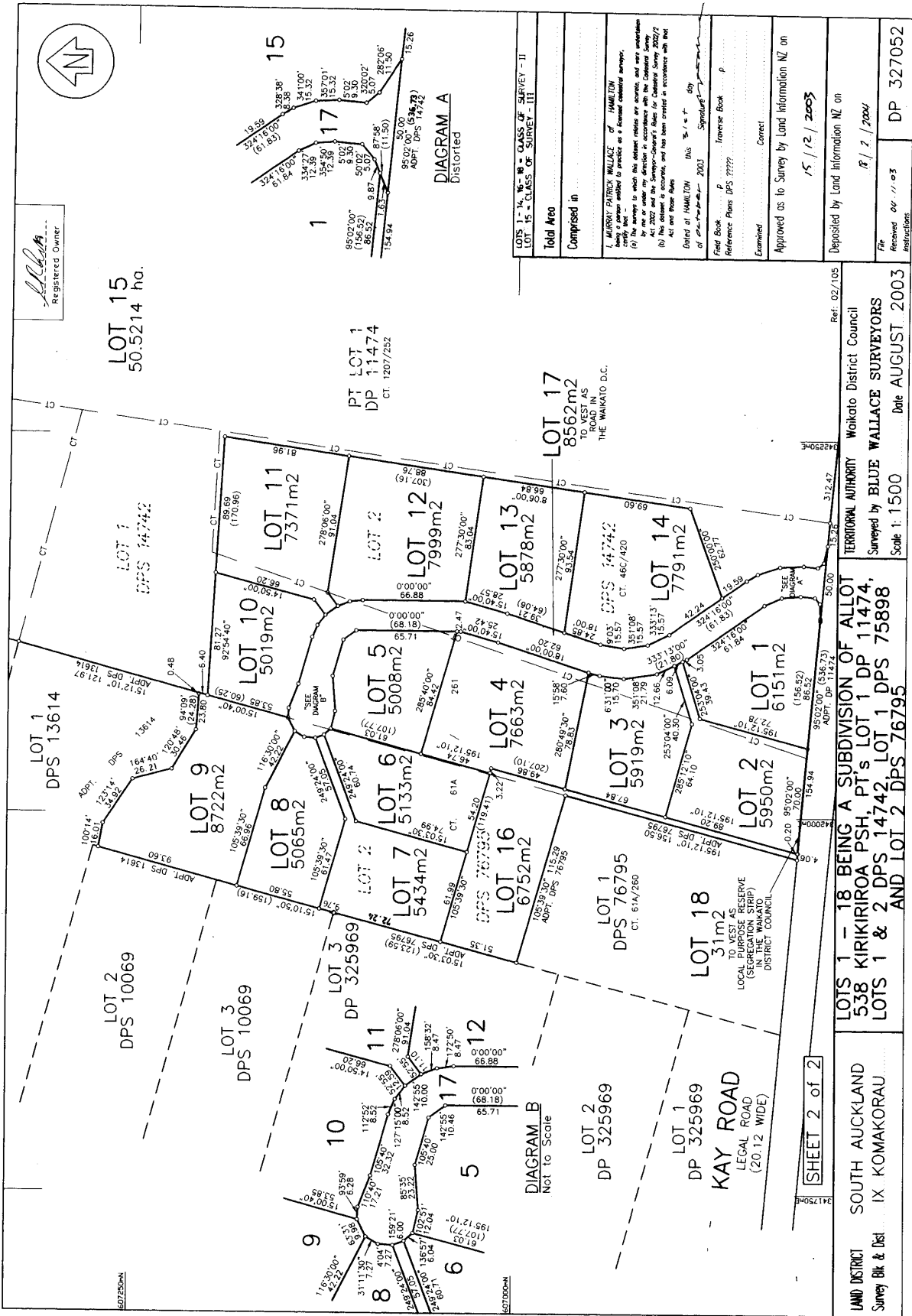
LAND DISTRICT SOUTH AUCKLAND
Survey Blk & Dist IX KOMAKORAU

TERITORIAL AUTHORITY Waikato District Council
 Surveyed by BLUE WALLACE SURVEYORS
 Scale 1: 3000
 Date AUGUST 2003

LOTS 1 - 18 BEING A SUBDIVISION OF ALLOT 538 KIRIKIROA PSH, PT'S LOT 1 DP 11474, LOTS 1 & 2 DPS 14742 LOT 1 DPS 75898 AND LOT 2 DPS 76795

SHEET 1 of 2

Ref: 02/105
 Schedule of Existing Easements Proposed Section Shown Created by Water Lot 15 Hereon A Transfer +3155988



Ref: 02/105

Waikato District Council

Surveyed by BLUE WALLACE SURVEYORS

Scale 1: 1500

Date AUGUST 2003

Waikato District Council

Surveyed by BLUE WALLACE SURVEYORS

Scale 1: 1500

Date AUGUST 2003

Ref: 02/105

Waikato District Council

Surveyed by BLUE WALLACE SURVEYORS

Scale 1: 1500

Date AUGUST 2003



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

Identifier 219743
Land Registration District South Auckland
Date Issued 08 September 2005

Prior References
SA27C/248

Estate Fee Simple
Area 1.4411 hectares more or less
Legal Description Lot 2 Deposited Plan 353756
Registered Owners
Colin Roy Litt, Helen June Litt and Tompkins Wake Trustees 2016 Limited

Interests

Subject to a right of way and a right to convey water over parts marked C and D and a right to convey electricity, telecommunications and computer media over parts marked B, C and D on DP 353756 created by Easement Instrument 6564744.5 - 8.9.2005 at 9:00 am

Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 6564744.5 - 8.9.2005 at 9:00 am

The easements created by Easement Instrument 6564744.5 are subject to Section 243(a) Resource Management Act 1991

Land Covenant in Transfer 6902173.2 - 12.6.2006 at 9:00 am

Fencing Covenant in Transfer 6902173.2 - 12.6.2006 at 9:00 am





**RECORD OF TITLE
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R.W. Muir
Registrar-General
of Land

Identifier 219744
Land Registration District South Auckland
Date Issued 08 September 2005

Prior References
SA27C/248

Estate Fee Simple
Area 1.3171 hectares more or less
Legal Description Lot 3 Deposited Plan 353756
Registered Owners
Colin Roy Litt, Helen June Litt and Tompkins Wake Trustees 2016 Limited

Interests

Appurtenant hereto is a right of way and a right to convey water, electricity, telecommunications and computer media created by Easement Instrument 6564744.5 - 8.9.2005 at 9:00 am

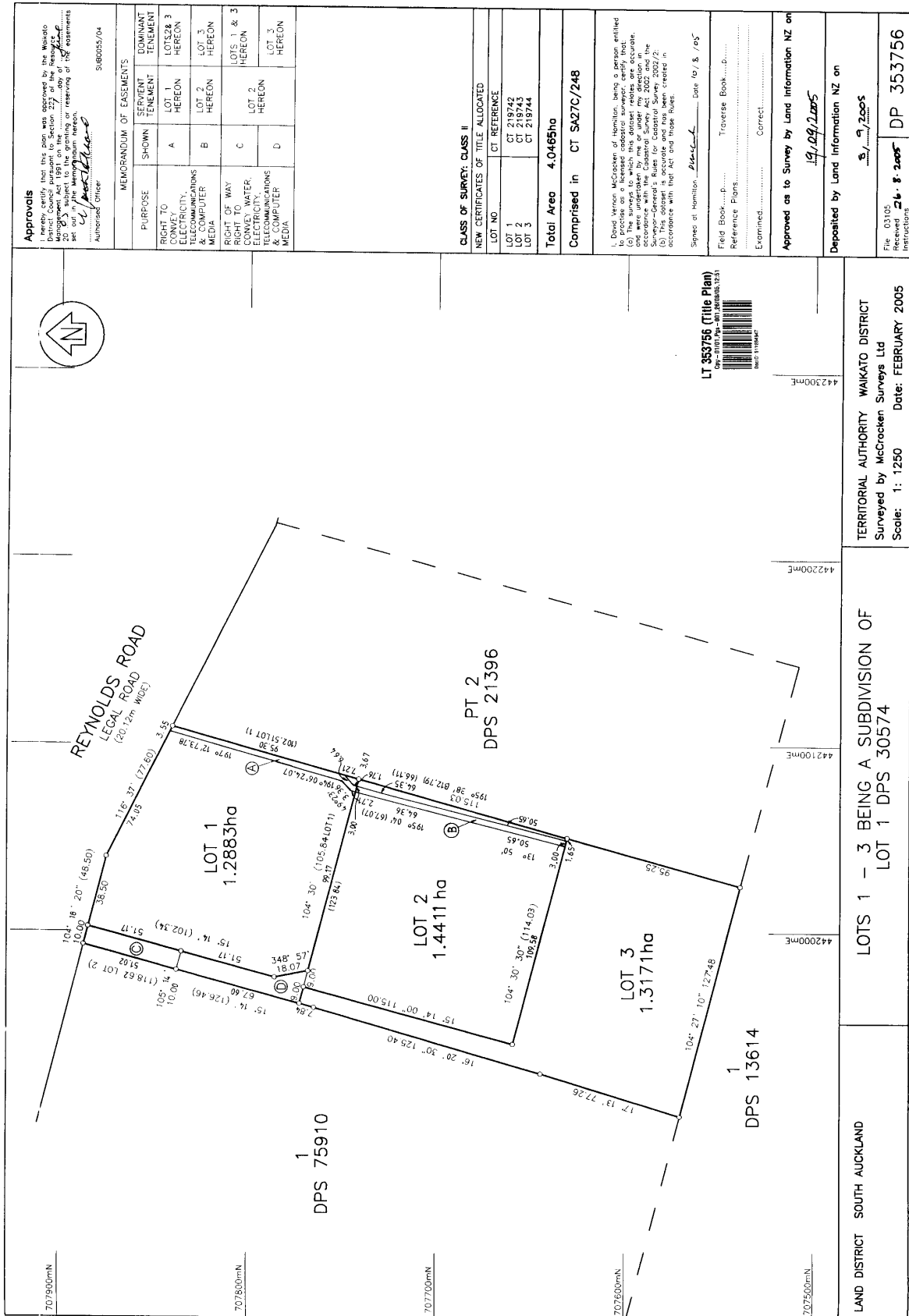
The easements created by Easement Instrument 6564744.5 are subject to Section 243(a) Resource Management Act 1991

Appurtenant hereto is a right to convey electricity, telecommunications and computer media created by Easement Instrument 6823985.2 - 11.4.2006 at 9:00 am

The easements created by Easement Instrument 6823985.2 are subject to Section 243 (a) Resource Management Act 1991

Land Covenant in Transfer 6902173.2 - 12.6.2006 at 9:00 am

Fencing Covenant in Transfer 6902173.2 - 12.6.2006 at 9:00 am





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

Identifier **896911**
Land Registration District **South Auckland**
Date Issued 19 July 2019

Prior References

548307 SA11C/1468

Estate Fee Simple
Area 15.4968 hectares more or less
Legal Description Lot 2 Deposited Plan 537963 and Lot 4
Deposited Plan 440812

Registered Owners

Colin Roy Litt, Helen June Litt and Tompkins Wake Trustees 2016 Limited

Interests

Subject to a right to convey water over part Lot 4 DP 440812 marked A on DP 440812 created by Easement Instrument 9160925.2 - 6.9.2012 at 12:34 pm

The easements created by Easement Instrument 9160925.2 are subject to Section 243 (a) Resource Management Act 1991 9160925.3 Surrender of the right to convey water as appurtenant to Part Lot 1 DP 440812 formerly Lot 1 DPS 72881 created by Easement Instrument 9160925.2 - 6.9.2012 at 12:34 pm

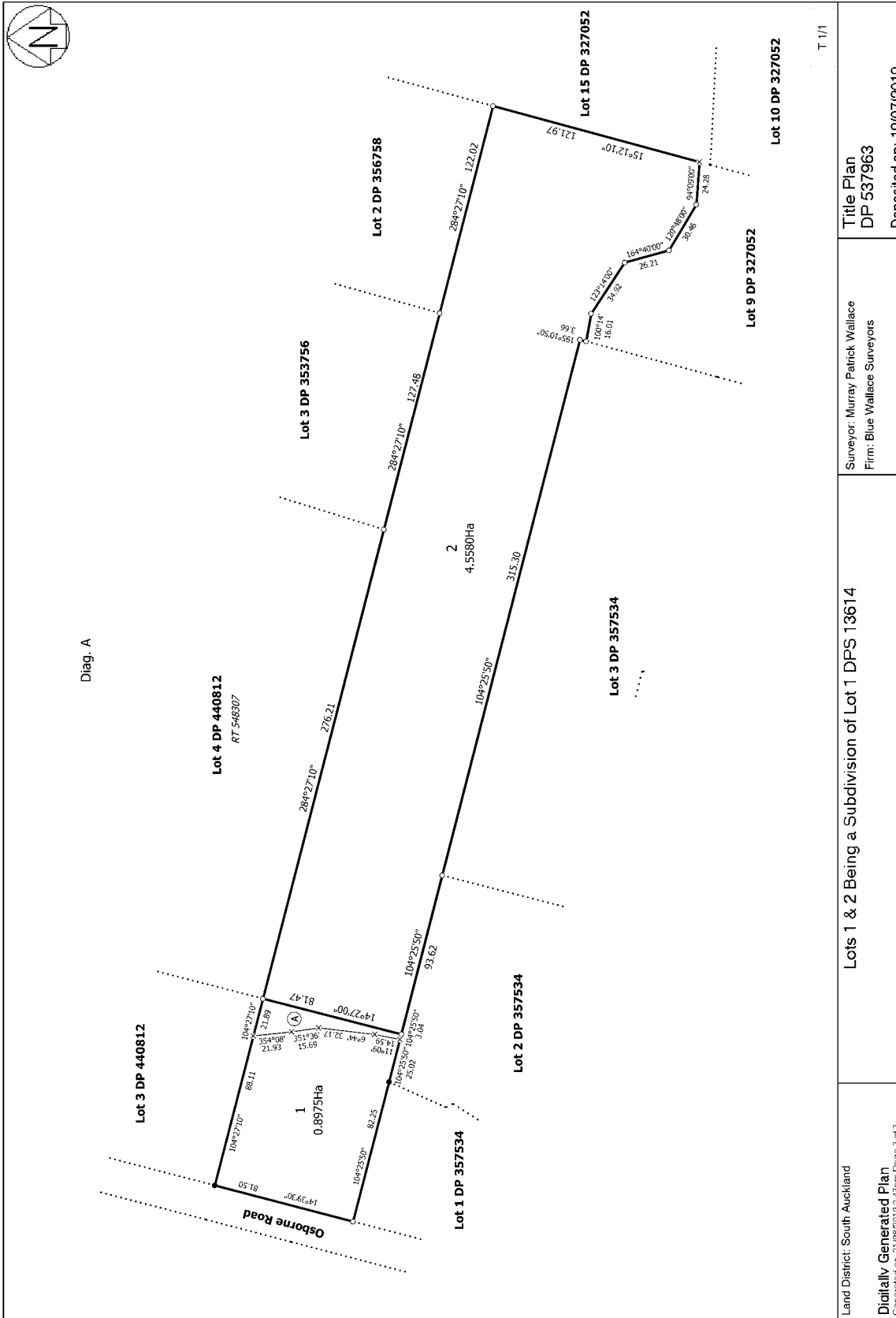
Subject to a right of way over part Lot 4 DP 440812 marked B on DP 440812 created by Easement Instrument 9160925.5 - 6.9.2012 at 12:34 pm

The easements created by Easement Instrument 9160925.5 are subject to Section 243 (a) Resource Management Act 1991 Land Covenant in Easement Instrument 9160925.5 - 6.9.2012 at 12:34 pm (affects Lot 4 DP 440812)

9755391.1 Variation of the conditions of the Land Covenant specified in/created by Easement Instrument 9160925.5 - 13.6.2014 at 9:41 am

Subject to Section 241(2) Resource Management Act 1991 (affects DP 537963)





Land District: South Auckland	Lots 1 & 2 Being a Subdivision of Lot 1 DPS 13614	Surveyor: Murray Patrick Wallace Firm: Blue Wallace Surveyors	Title Plan DP 537963
Digitally Generated Plan Generated on: 21/08/2019 2:47:01pm Page 3 of 3			Deposited on: 19/07/2019



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R.W. Muir
Registrar-General
of Land

Identifier **231396**
Land Registration District **South Auckland**
Date Issued 09 February 2006

Prior References
SA27C/249

Estate Fee Simple
Area 3.1240 hectares more or less
Legal Description Lot 2 Deposited Plan 356758

Registered Owners
Scott Jonathon Whyman and Julie Minnette Whyman

Interests

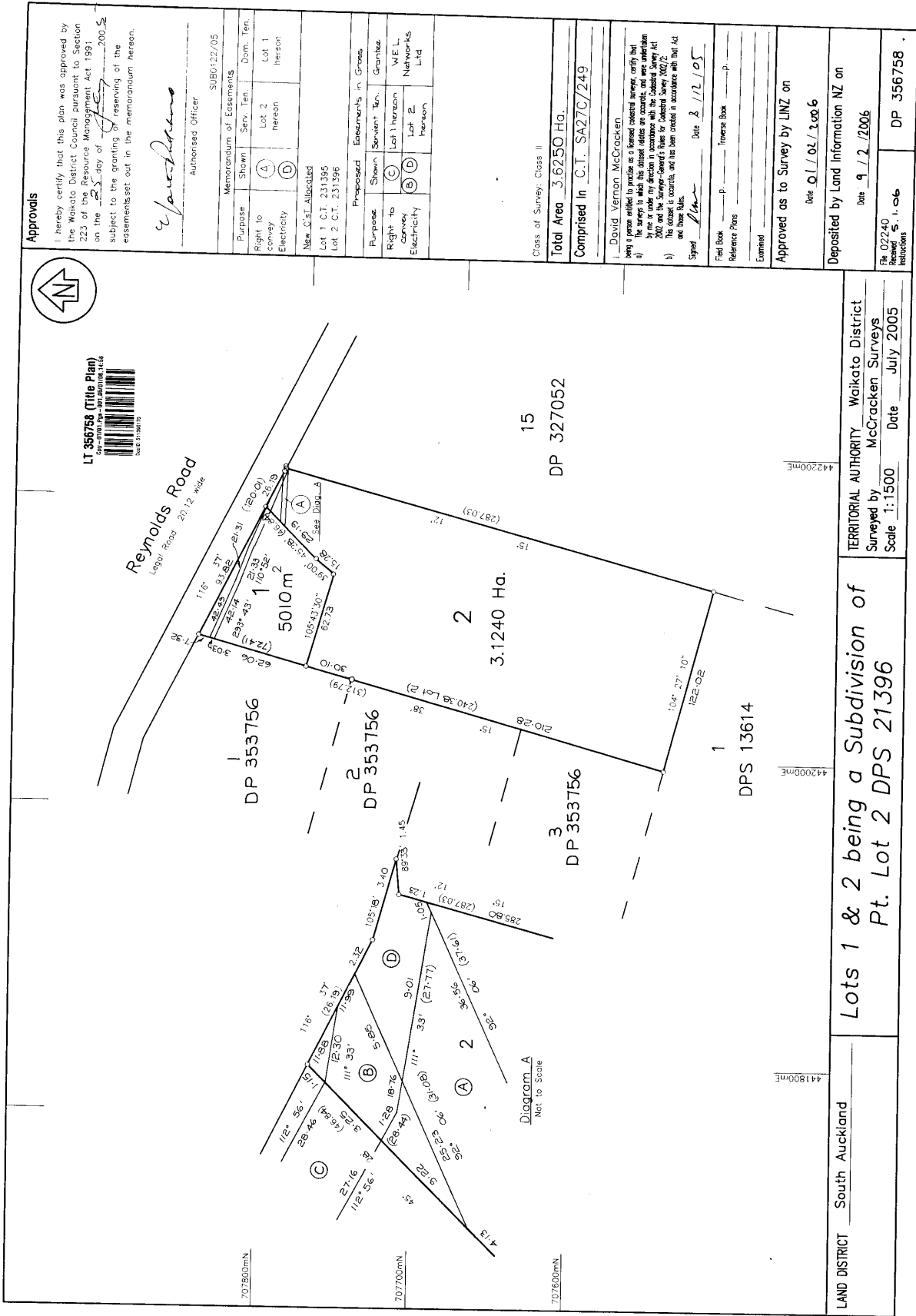
Subject to a right to convey electricity over part marked A on DP 356758 created by Easement Instrument 6745579.4 - 9.2.2006 at 9:00 am

The easements created by Easement Instrument 6745579.4 are subject to Section 243 (a) Resource Management Act 1991

Subject to a right (in gross) to convey electricity over parts marked B and D on DP 356758 in favour of WEL Networks Limited created by Easement Instrument 6745579.5 - 9.2.2006 at 9:00 am

Subject to a right to convey electricity over part marked D on DP 356758 created by Easement Instrument 7170425.1 - 19.12.2006 at 9:00 am

The easements created by Easement Instrument 7170425.1 are subject to Section 243 (a) Resource Management Act 1991
10291169.3 Mortgage to Westpac New Zealand Limited - 22.1.2016 at 9:48 am



Approvals

I hereby certify that this plan was approved by the Waikato District Council pursuant to Section 223 of the Resource Management Act 1991 on the 25th day of February 2006 subject to the granting of reserving of the easements set out in the memorandum hereon.

David Vernon McCracken
 Authorised Officer

SUB0122/05
 Memorandum of Easements

Purpose	Shown	Serv. Ten.	Dom. Ten.
Right to convey Electricity	(A)	Lot 2 hereon	Lot 1 hereon

New C.T. Allocated
 Lot 1 C.T. 231395
 Lot 2 C.T. 231396

Purpose	Shown	Servient Ten.	Grantee
Right to convey Electricity	(C)	Lot 1 hereon	W.F.L. Networks Ltd
	(D)	Lot 2 hereon	

Proposed Easements in Gross

Total Area 3.6250 Ha.
Comprised in C.T. SA27C/249

I, David Vernon McCracken
 being a person entitled to practice as a licensed cadastral surveyor, certify that the surveys to which this district relates are accurate, and were undertaken by me or under my direction in accordance with the Cadastral Survey Act 1980 and the Surveyors' Oath and Regulations for Cadastral Survey 2002/2. This district is correct, and has been created in accordance with that Act and these Rules. Signed *[Signature]* Date 2/12/05

Field Book _____ p. _____ Traverse Book _____ p. _____
 Reference Plans _____
 Examined _____

Approved as to Survey by LINZ on
 Date 01/02/2006

Deposited by Land Information NZ on
 Date 9/2/2006

File 02240
 District 5.1.06
 DP 356758

LAND DISTRICT South Auckland

TERRITORIAL AUTHORITY Waikato District
 Surveyed by McCracken Surveys
 Scale 1:1500 Date July 2005

Lots 1 & 2 being a Subdivision of Pt. Lot 2 DPS 21396



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R. W. Muir
Registrar-General
of Land

Identifier SA59C/288
Land Registration District South Auckland
Date Issued 13 September 1996

Prior References
SA26C/144

Estate Fee Simple
Area 8208 square metres more or less
Legal Description Lot 1 Deposited Plan South Auckland
73950

Registered Owners
Xuzhen Sai

Interests
Subject to Section 5 Coal Mines Act 1979
12188153.2 Mortgage to Bank of New Zealand - 19.7.2021 at 2:18 pm

View Instrument Details



Instrument No 9755391.1
Status Registered
Date & Time Lodged 13 June 2014 09:41
Lodged By Brazier, Ross Terrence
Instrument Type Variation of Easement



Affected Computer Registers	Land District
548304	South Auckland
548305	South Auckland
548306	South Auckland
548307	South Auckland

Affected Instrument Easement Instrument 9160925.5

Annexure Schedule: Contains 1 Page.

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 territorial authority has consented to this transaction and I hold that consent, or the affected easement is not the subject of a condition imposed by the territorial authority
- I certify that the Mortgagee under Mortgage 5622040.2 has consented to this transaction and I hold that consent
- I certify that the Mortgagee under Mortgage 9666637.2 has consented to this transaction and I hold that consent

Signature

Signed by Ross Terrence Brazier as Grantor Representative on 02/07/2014 04:35 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 Ross Terrence Brazier as Grantee Representative on 02/07/2014 04:35 PM

*** End of Report ***

Form D

Easement Variation instrument to vary Easement or Profit à prendre or Land Covenant

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

Grantor

Fruitdale Orchards Limited and Rakesh Kumar Chugh and Savi Rakesh Chugh

Grantee

Fruitdale Orchards Limited and Rakesh Kumar Chugh and Savi Rakesh Chugh

Variation of Easement, Profit à prendre or Covenant

The terms, covenants or conditions contained in the easement(s), profit(s) à prendre, or covenant(s) set out in Schedule A are hereby varied, negatived or added to, as set out in Schedule B.

Schedule A

Continue in additional Annexure Schedule, if required

Purpose of Easement; <i>Profit or Covenant</i>	Creating Instrument number	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
Land Covenant	9160925.5	Lots 1, 2 & 3 DP 440812 (CTs 548304 548305 548306)	Lots 1, 2, 3 & 4 DP 440812 (CTs 548304 548305 548306 548307)

Schedule B

Continue in Annexure Schedule, if required

Clause 1 is amended by adding the following:

PROVIDED HOWEVER that if the servient tenement comes within the Hamilton City Local Authority Area and, if permitted by planning restrictions, the servient tenement may be further subdivided, and in the event of such subdivision, the Grantor and the Grantee acknowledge that these land covenants will then permit one dwelling house on each separate Certificate of Title created by such further subdivisions.

View Instrument Details



Instrument No 9160925.5
Status Registered
Date & Time Lodged 06 September 2012 12:34
Lodged By Robinson, Sandra Joy
Instrument Type Easement Instrument



Affected Computer Registers	Land District
548304	South Auckland
548305	South Auckland
548306	South Auckland
548307	South 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 Mortgagee under Mortgage 5622040.2 has consented to this transaction and I hold that consent

Signature

Signed by Sandra Joy Robinson as Grantor Representative on 05/09/2012 02:49 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 Sandra Joy Robinson as Grantee Representative on 05/09/2012 02:49 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

FRUITDALE ORCHARDS LIMITED

Grantee

FRUITDALE ORCHARDS 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 (plan reference)	Servient Tenement (Computer Register)	Dominant Tenement (Computer Register) or in gross
RIGHT OF WAY	"B" LT 440812	LOT 4 CT 548307	LOT 3 CT 548306
LAND COVENANT	-	LOTS 1 TO 3 CT'S 548304 TO 548306	LOTS 1 TO 4 - CT'S 548304 TO 548307
FENCING COVENANT	-	LOTS 1 TO 3 CT'S 548304 TO 548306	LOTS 1 TO 4 - CT'S 548304 TO 548307

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] by:

[the provisions set out in Annexure Schedule]

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:

[Annexure Schedule]

LAND COVENANTS

THE GRANTOR, SO AS TO BIND EACH OF THE SERVIENT TENEMENTS FOR THE BENEFIT OF EACH OF THE OTHER DOMINANT TENEMENTS HEREBY COVENANTS AND AGREEMENTS WITH THE GRANTEEES:

1. Not to erect, construct or place on the land, or allow to be erected, constructed or placed on the land, any dwelling house which is not a new residential dwellinghouse having a minimum floor area (excluding any garage, carports and decking) of 100 square metres and to be constructed to a shape other than a simple rectangle containing at least two hips or gables in the roof and having not less than 90% in area of the non-glazed exterior cladding consisting of any of the following materials:
 - (i) Kiln fired, pre-cast or concrete brick or block work;
 - (ii) Stucco finish on composite sheet, metal lathe, polystyrene, concrete block or solid concrete;
 - (iii) Solid stone or a veneer of stone or similar quarried material; or
 - (iv) Timber, weatherboard (including Hardie's linear board) or pre-finished metal weatherboards.
2. Not to erect or allow to be erected or placed on the land a dwelling house without first submitting the plans and specifications to the vendor and obtaining its approval as to the exterior design.
3. Not to occupy or use the dwellinghouse as a residence unless it has been substantially completed in accordance with the terms of these covenants with all exterior surfaces which are not pre-colour coated or finished being painted or stained and with all appropriate local authority code compliance certificates having been issued for the dwellinghouse.
4. Not to allow any form of metal roofing on a building unless it has been factory pre-painted nor to allow the use of roofing material likely to create a glare offensive to the adjoining owners.
5. Not to allow construction of the dwelling to be delayed so that substantial progress is not made for any period exceeding three months.
6. Not to erect any building on the land other than the dwellinghouse unless:
 - (i) They are constructed of the materials set out in clause 1(i) to (iv); or
 - (ii) They are constructed using pre-painted corrugated iron in a style the plans of which have first been approved in writing by each of the registered proprietors of the adjoining lots.

7. Not to permit or carry out the erection of any temporary building or structure on the property except as such as may be used in conjunction with the construction of permanent buildings and which will be removed from the land upon completion of the work.

Provided however it is acknowledge that he provisions of the preceding clauses 1 to 7 inclusive do not apply to the existing dwellings, associated farm buildings and structures presently erected on Lot 2 of the land in LT 440812

8. Not to park, bring onto or allow to remain on the land any caravan, motorhome, commercial vehicle or any other equipment, materials or machinery unless garaged or obscured from direct sight from the road and/or right of way access.
9. Not to permit or cause any advertisement, sign or hoarding to be erected on any part of the property other than a sign recording the name and/or occupation of the owner of the property for the time being, such sign to be no larger than 400 millimetres by 400 millimetres.
10. Not to permit or cause any rubbish to accumulate or be placed on the property, not to permit noxious weeds to grow on the property, and not to permit any excessive growth of vegetation so that the same becomes long and unsightly or a nuisance to the adjoining owners.
11. Not to erect a fence constructed of corrugated iron or other solid metal products.
12. Not to construct on the property any road or passageway which provides access to any other land or adjoining lot.
13. Not to permit or carry on or use the land other than for residential purposes except that the owner may carry on 'home office occupation' activities if permitted by the local authority district plan.
14. Not to use the property in such a manner so as to cause a nuisance or disturbance to the owners or occupants of the adjoining lots.
15. Not to keep or allow any pigs, bees or poultry on the property, nor to use the land for animal boarding facilities or any form of commercial farming including but not limited to horticulture, agriculture and market gardening PROVIDED THAT the keeping of not more than 10 domestic hens shall not be a breach of this covenant. For the purposes of this clause, the expression "hens" shall not include "roosters".
16. Not to keep or permit to be kept on the land more than two dogs. These animals shall not be allowed to become a nuisance to the owners or occupants of the adjoining lots and all dogs shall be controlled so as to prevent them from roaming at will.

17. Not to permit motorcycling or go-karting recreation or other noisome activity on the property.

VALUE OF SUBDIVISION

18. Acknowledging that the value of the area of the subdivision will be affected by the standard of buildings erected on the property and by any failure to comply with the foregoing covenants the grantor covenants for the grantor personally and the grantor's successors in title that should the grantor fail to comply with, observe, perform, or complete any of the foregoing covenants then without prejudice to any other liability the grantor may have to the grantee the grantor shall:
 - (a) Pay to the grantee as liquidated damages the sum of Fifty Thousand Dollars (\$50,000.00) or a sum equal to 25% of the cost of the erection of the dwellinghouse, whichever sum is the larger, immediately upon receipt of a written demand for payment from the grantee or the grantee's solicitors; and
 - (b) Permanently remove or cause to be permanently removed from the property any improvement or structure so erected or remedy the matter which is the cause of any breach or non-observance of the foregoing covenants provided that it is further agreed and acknowledged that:
 - (i) The grantor shall only have any liability while the grantor is a registered proprietor of the property; and
 - (ii) The remedy of such default within one month of notice in writing requiring the removal of the cause of default and the payment by the defaulting party of all reasonable legal costs and other expenses incurred by the party enforcing the covenants shall avoid the payment of the penal sum prescribed by subclause (a) but this waiver shall not apply in respect of any subsequent default of a similar nature.
19. The grantor shall be bound by a fencing covenant as defined in section 2 of the Fencing Act 1978 in favour of the grantee.

Form L

Annexure Schedule

Page 3 of 3 Pages

Insert instrument type

Easement Instrument

Continue in additional Annexure Schedule, if required

RIGHT OF WAY

The same rights and powers as set out in paragraph 6 of the Fourth Schedule to the Land Transfer Regulations 2002 and Fifth Schedule to the Property Law Act 2007 TOGETHER WITH the rights and powers as set out in paragraphs 10, 11, 12, 13 and 14 of the Fourth Schedule to the Land Transfer Regulations 2002 SAVE THAT where there is a conflict between the provisions of the Fourth Schedule to the Land Transfer Regulations 2002 and the Fifth Schedule to the Property Law Act 2007, the provisions of the Fifth Schedule must prevail

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Order for New Titles

Page of Pages

Certificates of Title SA58C/674	Mortgagee under Mortgage number 5622040.2
---------------------------------	---

Consent

Delete words in {} if the 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 plan LT440812, the creation of the easements associated with the said plan and the creation of land covenants over lots on the said plan but without prejudice to the rights and powers under the mortgage.

Dated this 5 day of August 2012

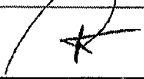
Signed by
~~Westpac New Zealand Ltd~~
By its Attorney/s:
In the presence of:

Paula Rachel Nesbitt



Signature of Person Giving Consent

Signed in my presence by

Signature of Witness 

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

Witness name **Jasca Neel Razworthy**

Occupation

Address **BANK OFFICER
WESTPAC
CHRISTCHURCH**

¹An Annexure Schedule in this form may be attached to relevant instrument, where consent is required to enable registration under the Land Transfer Act 1952, or other enactments, which no form is prescribed.

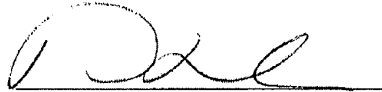
CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, Paula Rachel Nash, of Christchurch in New Zealand, Bank Officer

HEREBY CERTIFY -

1. THAT by Deed dated 6 September 2006 a copy of which is deposited with Land Information New Zealand and numbered 7032934.1, **WESTPAC NEW ZEALAND LIMITED**, incorporated in New Zealand and having its principal place of business at 16 Takutai Square, Auckland appointed me its attorney on the terms and subject to the conditions set out in that Deed.
2. THAT at the date hereof I am a Tier Three Attorney for Westpac New Zealand Limited.
3. THAT at the date of this certificate I have not received any notice or information of the revocation of that appointment by the winding up or dissolution of **Westpac New Zealand Limited** or otherwise.

Signed at Christchurch



Paula Rachel Nash

this 4 September 2012