

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

Sections 90A and 90F, Land Transfer Act 1952

Land registration district

WELLINGTON

BARCODE

Grantor

Surname must be underlined.

Atholl Vale Holdings Limited

Grantee

Surname must be underlined.

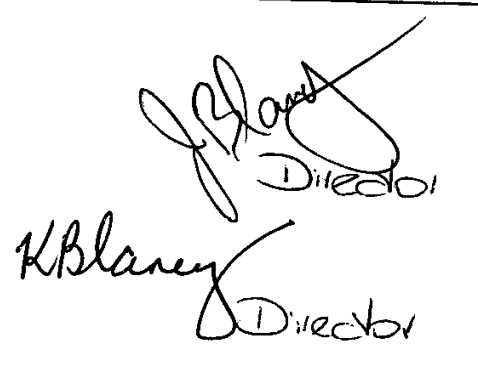
Atholl Vale Holdings Limited

Grant of easement or *profit a 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) a 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 22nd day of June 2006

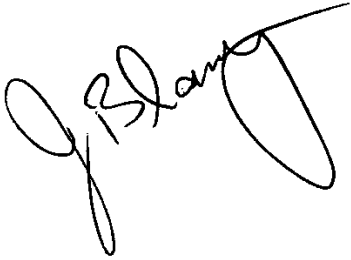
Attestation

 K Blaney Director	Signed in my presence by the Grantor
	Signature of witness Witness to complete in BLOCK letters (unless legibly printed) Witness name Occupation Address
Signature [common seal] of Grantor	

Easement instrument to grant easement or *profit a prendre*,
or create land covenant - *continued*

Easement instrument Dated 21/11 2006 Page 2 of 4 pages

Attestation

 	Signed in my presence by the Grantee <i>Signature of witness</i> <i>Witness to complete in BLOCK letters (unless legibly printed)</i> Witness name Occupation Address
Signature [common seal] of Grantee	

Certified correct for the purposes of the Land Transfer Act 1952



[Solicitor for] the Grantee

Annexure Schedule I

Easement instrument Dated 22/11/2006 Page 3 of 4 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)
Land Covenant		WN46A/700	WN46A/701

Easements or profits a 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

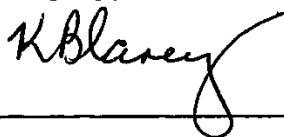
*Delete phrases in [] and insert memorandum number as required.
Continue in additional Annexure Schedule if required.*

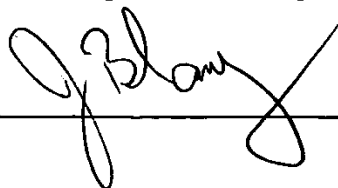
The provisions applying to the specified covenants are those set out in:

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

~~[the provisions set out in Annexure Schedule 2].~~

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





Annexure Schedule 2

Easement instrument

Dated

22 / 6 / 2006

Page 4 of 4 pages

Continue in additional Annexure Schedule, if required.

Continuation of Covenant Provisions:

The grantor hereby covenants and agrees with the grantee that the grantor shall only erect a building that is a single dwelling notwithstanding that any other proposed buildings, contrary to the intention of this land covenant, have gained approval under the Fourth Schedule to the land covenant created in Transfer B431279.7.

This land covenant shall bind WN46A/700 for the benefit of WN46A/701.

To: Land Information New Zealand

Please note the benefit of the land covenant created herein on the title to the dominant tenement being WN46A/701.

Solicitor for the grantee

If this Annexure Schedule is used as an expansion of an instrument, all signing parties and either their witnesses or solicitors must sign or initial in this panel.

K Blaney

J Blaney

ANNEXURE SCHEDULE - CONSENT FORM¹

Land Transfer Act 1952 section 238(2)

Easement Instrument

Page of Pages

ANZ NATIONAL BANK LIMITED	Mortgagee under mortgage number 6728275.3
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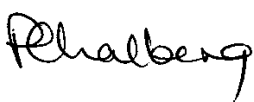
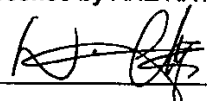
Consent

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 creation of a land covenant evidenced by the attached Easement instrument but without prejudice to the rights and powers under the mortgage.

Dated this 22nd day of June 2006

Attestation

 Patricia Chalberg	Signed in my presence by ANZ NATIONAL BANK LIMITED by its attorneys 
	Signature of Witness Witness to complete in BLOCK letters (unless legibly printed): Witness name Occupation Wanmy Min Gee Chung Bank Officer Address Auckland
Signature of Person giving consent	

¹ An 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, **Patricia Chalberg**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

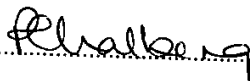
1. By Deed dated 28 June 1996 deposited in the Land Registry Offices situated at:

Auckland	as No.	D.016180	Hokitika	as No.	105147
Blenheim	as No.	186002	Invercargill	as No.	242542.1
Christchurch	as No.	A.256503.1	Napier	as No.	644654.1
Dunedin	as No.	911369	Nelson	as No.	359781
Gisborne	as No.	G.210991	New Plymouth	as No.	433509
Hamilton	as No.	B.355185	Wellington	as No.	B.530013.1

The National Bank of New Zealand Limited appointed me its attorney with the powers and authorities specified in that Deed.

2. On 26 June 2004 The National Bank of New Zealand Limited was amalgamated with ANZ Banking Group (New Zealand) Limited to become ANZ National Bank Limited and the property being dealt with pursuant to the Deed has become the property of ANZ National Bank Limited (as the amalgamated company) under Part XIII of the Companies Act 1993.
3. At the date of this certificate, I am the Manager Lending Services, Auckland Lending Services Centre of The National Bank of New Zealand, part of the ANZ National Bank Limited.
4. 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 the ANZ National Bank Limited or otherwise.

DATED at Auckland this 22nd day of June 2006


.....

CERTIFICATE OF NON-REVOCATION OF POWER OF ATTORNEY

I, **Patricia Chalberg**, Manager Lending Services of Auckland in New Zealand hereby certifies that:

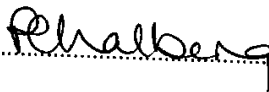
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DATED at Auckland this 20th day of June 2006



Licensing User ID: flackbta

... LOADING FIRM: Flack Brown & Co.

Address: PO Box 23

TAIHAPE

Uniting Bus Number: 114

ASSOCIATED FIRM:

Client Code / Ref: Kumar

Dealing / LMS Number:
(Unit Use only)

Party Business Name
(Unit Use only)

Part Number/Description of
to be Dealt with

Related Dealing Number:

Other (cash)

Party Code	CT Ref	Type of Instrument	Name of Parties	DOCUMENT OR SURVEY FEES	MULTITITLE FEES	NOTICES	ADVERTISING	NEW TITLES	OTHER	REGISTRATION PROPERTY FEE	REI CT ACQUA
1	46A/700 46A/701	EI	Kumar								\$52-00
2	46A/701	PDM	Kumar								\$50-00
3	46A/701	T	Kumar								\$50-00
4	46A/701	M	Kumar								\$50-00
5											
6											
Land Information New Zealand Lodgement Form											
Accredited Unit Use Code											
Original Signatures: _____											
Subtotal (for this page) \$202-00											
Total for this page \$202-00											
Less Fees paid on Dealing \$											
Cash/Chq/Endorsed by											

Page Number and Year Issue

UNIT Registered Number: 114000-006

UNIT Form 1001

UNIT Form 1001 - PDF

Version 1.0.0 - 01 Jan 2000