



**RECORD OF TITLE
UNDER LAND TRANSFER ACT 2017
CROSS LEASE**

Search Copy




R. W. Muir
Registrar-General
of Land

Identifier **756129**
Land Registration District **North Auckland**
Date Issued 29 November 2017

Prior References
NA40D/691 NA40D/692

Estate Fee Simple - 1/2 share
Area 869 square metres more or less
Legal Description Lot 11 Deposited Plan 80623
Registered Owners
Gerarda Elizabeth Maria Van Der Hor

Estate	Leasehold	Instrument	L 10972961.3
		Term	999 years commencing on 14.10.2016

Legal Description Flat 1 Deposited Plan 84390
Registered Owners
Gerarda Elizabeth Maria Van Der Hor

Interests

Subject to a right of way over part marked D on DP 80263 specified in Easement Certificate 523620.2 (Affects Fee Simple)

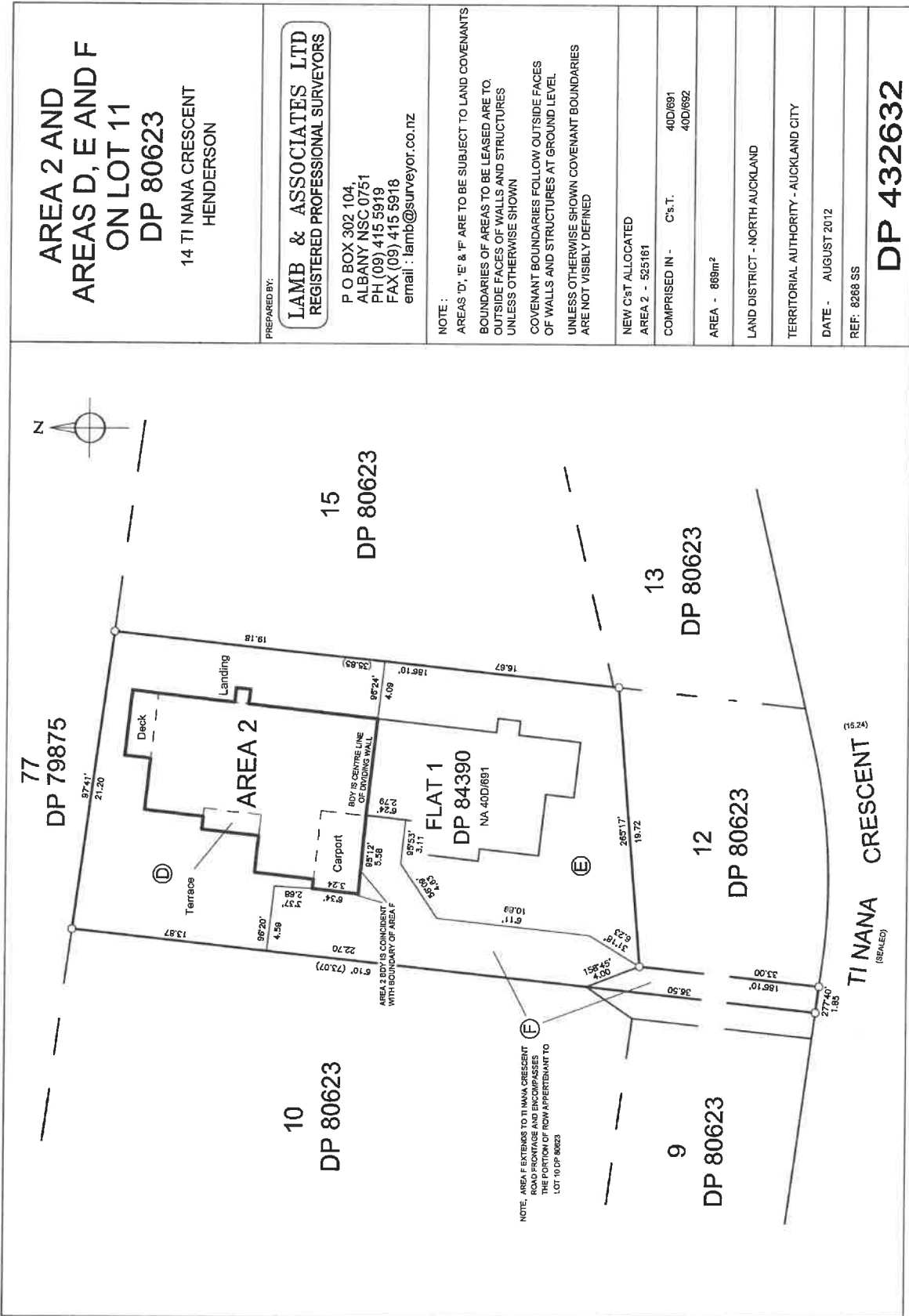
Appurtenant hereto is a right of way specified in Easement Certificate 523620.2 (Affects Fee Simple)

The easements specified in Easement Certificate 523620.2 are subject to Section 351E (1) (a) Municipal Corporations Act 1954

Land Covenant in Transfer 547920.4 - 14.10.1977 at 2.35 pm (Affects fee simple)

10972961.3 Lease of Flat 1 DP 84390 Term 999 years commencing on 14.10.2016 Composite CT 756129 issued - 29.11.2017 at 12:24 pm (Affects fee simple)

10972961.4 Lease of Area 2 DP 432632 Term 999 years commencing on 14.10.2016 Composite CT 525161 issued - 29.11.2017 at 12:24 pm (Affects fee simple)



**AREA 2 AND
AREAS D, E AND F
ON LOT 11
DP 80623**
14 TI NANA CRESCENT
HENDERSON

PREPARED BY:
LAMB & ASSOCIATES LTD
REGISTERED PROFESSIONAL SURVEYORS
P O BOX 302 104,
ALBANY NSC 0751
PH (09) 415 5919
FAX (09) 415 5918
email : lamb@surveyor.co.nz

NOTE:
AREAS 'D', 'E' & 'F' ARE TO BE SUBJECT TO LAND COVENANTS
BOUNDARIES OF AREAS TO BE LEASED ARE TO
OUTSIDE FACES OF WALLS AND STRUCTURES
UNLESS OTHERWISE SHOWN
COVENANT BOUNDARIES FOLLOW OUTSIDE FACES
OF WALLS AND STRUCTURES AT GROUND LEVEL.
UNLESS OTHERWISE SHOWN COVENANT BOUNDARIES
ARE NOT VISIBLY DEFINED

NEW C&T ALLOCATED AREA 2 - 525161	
COMPRISED IN -	C&T: 40D/691 40D/692
AREA -	869m ²
LAND DISTRICT - NORTH AUCKLAND	
TERRITORIAL AUTHORITY - AUCKLAND CITY	
DATE -	AUGUST 2012
REF:	8268 SS
DP 432632	

Sd. \$60-00 Trust Ac. O. Ordning

(Approved by the District Registrar, Auckland, No. 4203/74)

(New Zealand)

54 7920.4T (C)

Under the Land Transfer Act, 1952

Memorandum of Transfer

STAMPED OR UNIMPROVED
VALUE ONLY

For Dist. Commissioner of Inland Revenue

WHEREAS TRACY DEVELOPMENTS LIMITED a duly incorporated Company having its registered office at Auckland (hereinafter called "the transferor") is ~~being~~ registered as proprietor of

FIRST an estate in fee simple as to an undivided one half share

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

Auckland containing 869 SQUARE METRES ^{AKP} *****60.00
-9-IX-77 101590 DIV

more or less being Lot 11 on Deposited Plan 80623 and being part of Allotment 6 Parish of Waipareira

AND SECONDLY an estate of leasehold under and by virtue of Lease No. in Flat 1 on Deposited Plan 84390

both the said estates being comprised in Certificate of Title Volume 405 Folio 691

The fee simple estate having appurtenant thereto and being subject to Rights of Way contained in Easement Certificate 523620.2 and being further subject to Leases Nos. and

(hereinafter called "the land first described")

AND WHEREAS the transferor when registered as proprietor of all the land contained in certain plans deposited in the Land Registry Office at Auckland under Nos. 80623 and 80624 subdivided that land into residential lots in the manner shown and defined on those plans for the purposes of the sale of the said land in residential lots as a building estate

AND WHEREAS it is the transferor's intention that all residential lots contained in the said plans shall be subject to a general scheme applicable to and for the benefit of all the said residential lots and that the owner for the time being of each of the said residential lots should be bound by the stipulations and restrictions set out in

the second schedule hereto and that the respective owners for the time being of any of the said residential lots may be able to enforce the observance of such stipulations and restrictions by the owners for the time being of any of the other said residential lots

AND WHEREAS by agreement in writing bearing date the 22nd day of July 1977 the transferor agreed to sell the land first described to OLGA ORDING of Auckland Widow (hereinafter called "the transferee") for the consideration hereinafter appearing and the transferee agreed to purchase the same and to enter into the covenants on the part of the transferee hereinafter appearing.

NOW THEREFORE IN PURSUANCE of the said agreement and IN CONSIDERATION of the sum of TWENTY SIX THOUSAND FIVE HUNDRED DOLLARS paid by the transferee to the transferor (the receipt whereof is hereby acknowledged) the transferor DOETH HEREBY TRANSFER unto the transferee all the transferor's estate and interest in the land first described.

AND IN FURTHER PURSUANCE of the said agreement the transferee for the transferee and the transferee's successors in title so as to bind the land first described and for the benefit of all the land described in the first schedule hereto DOETH HEREBY COVENANT AND AGREE with the transferor for the benefit of the land described in the first schedule hereto not heretofore transferred by the transferor and also separately with each and every one of the registered proprietors of and for the benefit of the land described in the first schedule and heretofore transferred to such proprietors by the transferor that the transferee will henceforth and at all times hereafter observe and perform all the stipulations and restrictions contained in the second schedule hereto TO THE END AND INTENT that each of the said stipulations and restrictions shall forever enure for the benefit of all the land described in the first schedule hereto and every part thereof PROVIDED ALWAYS that the transferee shall as regards the said stipulations and restrictions be liable only in respect of breaches thereof which shall occur while the transferee shall be the registered proprietor of the land first described or any part thereof in respect of which any such breach shall occur AND THE TRANSFEROR DOETH HEREBY COVENANT with the transferee that there will be obtained from each and every one of the transferees of any part or parts of the land described in the first schedule hereto the like covenants as are contained herein on the part of the transferee.

AND IN CONSIDERATION THEREFORE the transferee DOETH HEREBY FURTHER COVENANT that the transferee will at all times hereafter save harmless and keep indemnified the transferor from all proceedings

costs claims and demands in respect of breaches by the transferee of any of the covenants and restrictions hereinbefore on the transferee's part contained or implied.

~~In consideration of:~~ AND the transferee DOTH HEREBY FURTHER COVENANT that the transferee will not call upon the transferor to pay for or contribute towards the cost of erection or maintenance of any boundary fence between the land first described and any adjoining land owned by ~~the transferee of which it is hereby acknowledged~~ the transferor PROVIDED THAT this covenant shall not enure to the benefit of any subsequent owners of ~~the land first described~~ such adjoining land.

~~and interest in the~~

~~subject of land above described~~

IN WITNESS WHEREOF these presents have been executed this 11th day of August One thousand nine hundred and seventy seven

THE FIRST SCHEDULE

FOUR DECIMAL ONE THREE TWO ONE HECTARES (4.1321 ha) more or less being Lot 5-52 and Lot 63 on Deposited Plan 80623 and Lots 59 and 60 on Deposited Plan 80624 and being part of the land formerly comprised and described in Certificate of Title No. 31D/99 (North Auckland Registry)

THE SECOND SCHEDULE

- (a) That the transferee will not at any time erect nor permit to be erected on the land first described any building or buildings other than a single storey building or buildings.
- (b) That the transferee will not at any time erect nor permit to be erected within five (5) metres of the front boundary of the land first described any fence or structure of whatsoever kind other than a timber stained letter-box.
- (c) That the transferee will not remove damage nor destroy nor permit to be removed damaged or destroyed any of the trees planted within the first five (5) metres of the front boundary of the land first described.

~~In witness whereof these presents have been executed~~

~~Signed~~ THE COMMON SEAL of TRACY DEVELOPMENTS LIMITED as transferor was hereto affixed in the presence of:



[Signature]
[Signature]

Director

Director

SIGNED by the abovenamed OLGA ORDING as transferee in the presence of:

[Signature]

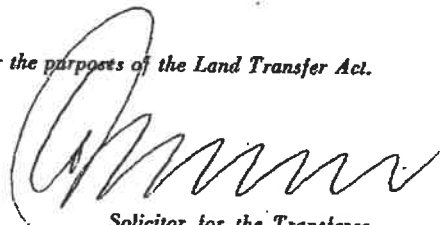
[Signature]
Law Clerk to
Gaze Bond Carter & Mann
Solicitors
Auckland.

No.

TRANSFER OF

Correct for the purposes of the Land Transfer Act.

- 1. an estate in fee simple as to an undivided one half share 869m² Lot 11 D.P. 80623
- 2. an estate in leasehold under Lease No. D.P. C/T



Solicitor for the Transferee.

TRACY DEVELOPMENTS LIMITED Transferor

I HEREBY CERTIFY THAT THIS TRANSACTION DOES NOT CONTRAVENE THE PROVISIONS OF PART IIA OF THE LAND SETTLEMENT PROMOTION AND LAND ACQUISITION ACT 1982.

SOLICITOR FOR THE TRANSFEREE

OLGA ORDING Transferee

Particulars entered in the Registers set out in the Schedules herein at the day and hour endorsed below

Assistant Land Registrar
of the District of

F/C + Restrictive
Cov.

Dignan Armstrong & Jordan
Solicitors
AUCKLAND

Solicitors for the Transferee

THE LAW SOCIETY OF THE DISTRICT OF AUCKLAND
Penrose Print—6009(S)



DISTRICT LAND REGISTRY
AUCKLAND NO. 1

547920.4
376/318



Approved by the District Land Registrars: North Auckland 4221175, South Auckland H.00811611974, Canterbury 957768, Marlborough 75776, Gisborne 112239.9, Hawkes Bay 303051, Taranaki 217464.1, Wellington A038045, Westland 45629.

EASEMENT CERTIFICATE

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

TRACY DEVELOPMENTS LIMITED a duly incorporated company
having its registered office at Auckland

being the registered proprietor 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 **Auckland** on the **26th** day of **October** **1976** under No. **80623** 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	Pt Lot 7	B	Lot 6	37B/313 37B/314
Right of Way	Pt Lot 6	A	Lot 7	37B/314 37B/313
Right of Way	Pt Lot 11	D	Lot 10	37B/317 37B/318
Right of Way	Pt Lot 10	C	Lot 11	37B/318 37B/317
Right of Way	Pt Lot 16	F F	Lot 15	37B/322 37B/323
Right of Way	Pt Lot 15	E	Lot 16	37B/323 37B/322
Right of Way	Pt Lot 39	H	Lot 37	37B/344 37B/345
Right of Way	Pt Lot 37	G	Lot 38	37B/345 37B/344

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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:

N.B. On no account should this margin be used

N.B. On no account should this margin be used

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

N.B. On no account should this margin be used

N.B. On no account should this margin be used

Dated this 5th day of October 19 76
Signed by the above named THE COMMON
SEAL OF TRACY DEVELOPMENTS
LIMITED was hereto affixed
in the presence of.

in the presence of

~~XXXXX~~ M.H. Gray
Witness Director

~~XXXXXX~~
Occupation

~~XXXXXX~~
Address Director



EASEMENT CERTIFICATE

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

Correct for purposes of the Land Transfer Act

P. B. Balm

(Solicitor for) the registered proprietor

The within easements, when created, will be subject to section 351 (E) (i) (a) of the Municipal Corporations Act 1954.

*James
P.B.*

The above easements have been created by Transfer 547920.4

Particulars entered in the Register as shown in the schedule of land herein on the date and at the time stamped below

District Land Registrar Assistant of the District of

N.B. On no account should this margin be used

N.B. On no account should this margin be used

RUSSELL MOVEPAH & BARTLETT & CO. Solicitors AUCKLAND



378/313, 314, 317, 218, 322, 323, 344, 345

Oct 19 10 59 AM '76

DISTRICT LAND REGISTRY AUCKLAND NO. 1

523620.2



Lease instrument

(Section 115 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable) All / part Area / Description of part or stratum

756129 525161	All All	
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Lessor

Jagdish Soma Patel and Manisha Jagdish Patel as to an undivided one half share and Gerarda Elizabeth Maria Van Der Hor as to an undivided one half share

Lessee

Gerarda Elizabeth Maria Van Der Hor

Estate or Interest*Insert "fee simple", "leasehold in lease number" etc*

Fee Simple

Lease Memorandum Number (if applicable)

2011/4291

Term

999 years commencing on 14th October 2016

Rental

10 cents per annum payable by the Lessee in accordance with the Terms of Lease set out in the above Lease Memorandum or in the Annexure Schedule(s) (if any)

Lease and Terms of Lease*If required, set out the terms of lease in Annexure Schedules*

The Lessor leases to the Lessee and the Lessee accepts the lease of the above Estate or Interest in the land in the affected computer register(s) for the Term and at the Rental and on the Terms of Lease set out in the above Lease Memorandum or in the Annexure schedule(s) (if any)

Form M

Annexure Schedule

Page

of

Pages

Insert instrument type

Lease Instrument

Continue in additional Annexure Schedule, if required

Additional Lease Details

Description of flat: Flat 1 on the DP 84390

Restricted area: That part of the land on the Plan marked "E"

Staged development area: N/A

Common area: That part of the land marked "F" on the Plan

Land share: A one half share

Maximum number of dwelling units for staged development area N/A

The Plan: DP 432632

Annexure Schedule

Page

of

Pages

Insert instrument type

Continuation of the Lessee Covenants with the Lessor

Continue in additional Annexure Schedule, if required

Clause 10 of the Memorandum of Lease is deleted and replaced by the following:

10 Use of Restricted and Common Areas

Not without the written consent of the Lessors to use, or enjoy in any way, any part of the said land except:

- (a) the flat;
- (b) the restricted area;
- (c) the common area marked "F" on the Plan shall only be used for the purposes of ingress and egress and further none of the Lessees nor their invitees or agents shall park any motor vehicles(s), motor cycle(s) or other transport of any kind whatsoever nor place any other obstructions of whatsoever nature on the said common area.